



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd FLOOR – CONFERENCE ROOM

THURSDAY, DECEMBER 18, 2014

4:00 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, December 18, 2014.
2. Discuss the possible purchase of approximately 31.87 acres of property located along Prairie View Road.

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

5:00 P.M.

MUNICIPAL BUILDING

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

TEMPLE CITY COUNCIL

REGULAR MEETING AGENDA

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

II. PUBLIC COMMENTS

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

III. 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.

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

Minutes

- (A) [December 4, 2014 Special Meeting\(To Be Provided\)](#)

Contracts, Leases, & Bids

- (B) [2014-7568-R](#): Consider adopting a resolution authorizing the purchase of three (3) E Series ACLS manual defibrillators from ZOLL Medical Corporation of Chelmsford, MA, the sole source provider, in the total of \$45,441.

- (C) [2014-7569-R](#): Consider adopting a resolution authorizing the purchase of 1801 South 19th Street in the amount of \$165,000, which includes relocation and moving expenses, and authorizing the payment of closing costs in an estimated amount of \$5,250.
- (D) [2014-7570-R](#): Consider adopting a resolution authorizing a contract with Clark & Fuller, PLLC, for professional services to replace a sewer line between 2nd and 4th Street from Adams Avenue to Avenue C and replace water mains between Adams and Central Avenue in the amount of \$80,215.38.
- (E) [2014-7571-R](#): Consider adopting a resolution authorizing a change order to a contract Bell Contractors, Inc., for construction services required to complete utility extensions to the North Loop 363 and IH-35 interchange in an amount not to exceed \$ 77,325.10.
- (F) [2014-7572-R](#): Consider adopting a resolution rejecting a low bid from Utility Service Co., Inc., of Perry, Georgia (USC), and authorizing a construction contract with the lowest responsible bidder, A&M Construction & Utilities, Inc., of Rowlett (AMC), for the rehabilitation of the Airport and Range Road elevated storage tanks in an amount not to exceed \$1,231,000.
- (G) [2014-7573-R](#): Consider adopting a resolution authorizing the purchase of CitizenServe code enforcement software from Online Solutions, LLC of Tempe, Arizona in the amount of \$29,500.
- (H) [2014-7574-R](#): Consider adopting a resolution authorizing the purchase of one (1) Cat 420F C4SX Backhoe Loader from Holt Cat of Dallas, through the BuyBoard local government online purchasing cooperative in the amount of \$88,003.
- (I) [2014-7575-R](#): Consider adopting a resolution authorizing an agreement with Wachs Valve and Hydrant Services, LLC, of Buffalo Grove, Illinois, for water system leak detection services in the estimated amount of \$68,770.
- (J) [2014-7576-R](#): Consider adopting a resolution authorizing the purchase of a records management systems upgrade from Intergraph Corporation, of Madison, Alabama in the amount of \$495,000.
- (K) [2014-7577-R](#): Consider adopting a resolution authorizing a professional services agreement with JRSA Engineering, Inc., for design, bidding, and construction administration required to provide a supervisory control and data acquisition (SCADA) system for the Doshier Farm Wastewater Treatment Plant in an amount not to exceed \$71,790.
- (L) [2014-7578-R](#): Consider adopting a resolution authorizing a one (1) year renewal to a facility user's agreement, with Justice Enterprises of Belton, for the operation of the Lions Park Softball Complex concession stand with a monthly usage fee paid to the City in the amount of \$100 per month.

Ordinances – Second & Final Reading

- (M) [2014-4694](#): SECOND & FINAL READING - Consider adopting an ordinance designating a tract of land consisting of approximately 18.7 acres located at the corner of Wilsonart Drive and Wendland Road as City of Temple Tax Abatement Reinvestment Zone Number 30 for commercial/industrial tax abatement.

- (N) [2014-4695](#): SECOND & FINAL READING – Consider adopting an ordinance authorizing an amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional tax increment revenue, grant revenues, other revenues, and expenditures for public improvements for years FY 2015-2062.
- (O) [2014-7579-R](#): Consider adopting a resolution authorizing the purchase of property located at 405 West Central Avenue, Temple, Texas 76501 in the amount of \$245,000 and the payment of closing costs in the estimated amount of \$436.18.
- (P) [2014-4696](#): SECOND & FINAL READING - Z-FY-14-39: Consider adopting an ordinance amending Ordinance No. 2005-4025, amended by Ordinance No. 2006-4125, amended by Ordinance No. 2007-4175 and further amended by Ordinance No. 2014-4677 by amending the Planned Development and previous site plan on Lots 1 and 2, Block 1, Adams Island Commercial to allow major vehicle repair.

Misc.

- (Q) [2014-7580-R](#): Consider adopting a resolution ratifying the submission of a grant application for the FY 2014 Assistance to Firefighters Grant Program, through the U.S. Department of Homeland Security, for the purchase of training props in the total amount of \$668,976, which includes a \$60,816 City of Temple match.
- (R) [2014-7581-R](#): Consider adopting a resolution authorizing the City Manager to enter into an agreement with the Texas Lobby Group for legislative lobbying services through September 30, 2015.
- (S) [2014-7582-R](#): Consider adopting a resolution expressing support for the collection of a Bell County Hotel Occupancy Tax for the benefit and support of the Bell County Exposition Center.
- (T) [2014-7583-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2014-2015.

IV. REGULAR AGENDA

ORDINANCES

- 4. [2014-4697](#): FIRST READING & PUBLIC HEARING - Consider adopting an ordinance amending the Code of Ordinances, Chapter 18, "Jewelry, Precious Metals and Regulated Property" to allow for regulation of the secondhand sale of cell phones.
- 5. [2014-4698](#): FIRST READING & PUBLIC HEARING - Consider adopting an ordinance adopting the Temple Youths' Program Standards of Care.

RESOLUTIONS

6. [2014-7584-R](#): Consider adopting a resolution authorizing a tax abatement agreement with DanHil Fulfillment Center, covering increases in the taxable value of real and personal property for an 18.7 acre tract of land (Tax Abatement Reinvestment Zone Number 30) located at the corner of Wilsonart Drive and Wendland Road.
7. [2014-7566-R](#): Consider adopting a resolution naming the tennis courts at Wilson Park (2205 Curtis B. Elliott Drive) to the Harold Peyton "Hal" Rose Tennis Courts.
8. [2014-7585-R](#): Consider adopting a resolution to accept the 2014 Parks, Recreation, and Open Space Master Plan prepared by Halff and Associates, Inc. of Richardson, Texas.
9. [2014-7586-R](#): Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7. of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping, parking and screening for a proposed addition to Ringler Chevrolet and Toyota at 7777 South General Bruce Drive.
10. (A) [2014-7587-R](#): Consider adopting a resolution authorizing a construction contract with R.T. Schneider Construction Company, Ltd. (RTS) for construction of Phase 1 for Prairie View Road from Research Boulevard to North Pea Ridge Road, in the amount of \$7,689,762.90, as well as declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.

(B) [2014-7588-R](#): Consider adopting a resolution authorizing an amendment to the professional services agreement with Kasberg, Patrick & Associates, LP, (KPA) for construction administration and onsite representation for Phase 1 of Prairie View Road from Research Boulevard to North Pea Ridge Road, in an amount not to exceed \$224,850, as well as declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.
11. Consider adopting a resolution authorizing:
 - (A) [2014-7589-R](#): A tax abatement agreement with Block 015 Doering, LLC, covering increases in the taxable value of real property located at 114 East Central Avenue, Temple, Texas and within Tax Abatement Reinvestment Zone Number 24A.
 - (B) [2014-7590-R](#): A tax abatement agreement with Block 015 Arcadia, LLC, covering increases in the taxable value of real property located at 110 East Central Avenue, Temple, Texas and within Tax Abatement Reinvestment Zone Number 24A.
12. [2014-7591-R](#): Consider adopting a resolution designating the Chair of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors for 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 11:00 AM, on Friday, December 12, 2014.

A handwritten signature in black ink, appearing to read "Lacy Borgeson". The signature is fluid and cursive, with a large initial "L" and a stylized "B".

Lacy Borgeson,
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(A)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

(A) December 4, 2014 Special 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:

[December 4, 2014 Special Meeting – to be provided](#)



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(B)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Mitch Randles, Fire Chief

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of three (3) E Series ACLS manual defibrillators from ZOLL Medical Corporation of Chelmsford, MA, the sole source provider, in the total of \$45,441.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Cardiac monitor/defibrillators have a life expectancy of 5-7 years. Currently the Fire Department has an inventory of 11 monitors in which two are 9 years old (purchased 2005) and one that is 8 years old (purchased 2006). These monitors are at the end of their service life and do not have the 12-lead capability, which is the standard of care for paramedics. The 12-lead allows paramedics to perform out-of-hospital 12 lead ECGs. Use of out of hospital 12 lead ECGs has been recommended by the American Heart Association Guidelines for CPR and ECG since 2000 and has been documented to reduce time to reperfusion with fibrinolytic therapy.

Staff is requesting the purchase of three (3) 12 lead cardiac monitors/defibrillators, which are a vital part of our EMS system and can lead to earlier recognition of heart attack and will allow for early activation of the heart cath lab. This purchase will also complete the upgrade of the defibrillators in all of the paramedic engines to 12-lead.

ZOLL Medical Corporation is the sole source provider of ZOLL cardiac defibrillators/monitors, parts and maintenance. Temple Fire and Rescue has standardized its cardiac defibrillators/monitors for consistency within our EMS system. TFR has been using ZOLL Medical since 2005. The continued use of ZOLL cardiac defibrillators/monitors in the fire department is in the best interest of the department and the city due to the familiarity, and consistency within the EMS system.

FISCAL IMPACT: Council is being present a budget adjustment in the amount of \$16,144 to partially fund the purchase of three (3) E Series ACLS manual defibrillators. Total funding in the amount of \$45,441 is available.

Project Description	Account #	Project #	Funding
(3) Defibrillators	361-2200-522-6856	101264	\$16,144
(3) Defibrillators	110-5900-522-6211	101264	\$29,297
Total Available Funding			\$45,441

ATTACHMENTS:
[Budget Adjustment
Resolution](#)

FY **2015****BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
361-2200-522-68-56	101264	Capital - Bonds / Defibrillators	\$ 16,144	
361-2400-519-68-07	100925	Capital - Bonds / City Hall Renovations		231
361-2400-519-68-07	100999	Capital - Bonds / CNG Imprvmnts @ Fleet		15,913
TOTAL.....			\$ 16,144	\$ 16,144

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

To allocate funding from completed projects for the purchase of three (3) E Series ACLS manual defibrillators from ZOLL Medical Corporation in the amount of \$45,411. Currently, partial funding in the amount of \$29,267 is available in account 110-5900-522-6211, project 101264,

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

12/18/2014

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. 2014-7568-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE E SERIES ACLS MANUAL DEFIBRILLATORS FROM ZOLL MEDICAL CORPORATION OF CHELMSFORD, MASSACHUSETTS, THE SOLE SOURCE PROVIDER, IN THE AMOUNT OF \$45,441; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, cardiac monitor/defibrillators have a life expectancy of 5-7 years and currently the Fire Department has an inventory of 11 monitors which are at the end of their service life and do not have the 12-lead capability, which is the standard of care for paramedics;

Whereas, the 12-lead capability allows paramedics to perform out-of-hospital 12-lead ECGs which has been recommended by the American Heart Association Guidelines for CPR and ECG since 2000;

Whereas, ZOLL Medical Corporation is the sole source provider of ZOLL cardiac defibrillators/monitors, parts and maintenance - Temple Fire and Rescue has standardized its cardiac defibrillators/monitors for consistency within our EMS system and has been using ZOLL Medical since 2005;

Whereas, staff recommends the purchase of three (3) 12-lead cardiac monitors/defibrillators, from ZOLL Medical Corporation in the amount of \$45,441 - this purchase will complete the upgrade of the defibrillators in all of the paramedic engines to 12-lead capability;

Whereas, the continued use of ZOLL cardiac defibrillators/monitors in the Fire Department is in the best interest of the department and the City due to the familiarity and consistency within the EMS system;

Whereas, funding is available for this purchase but an amendment to the fiscal year 2015 budget needs to be approved to transfer the funds to Account No. 361-2200-522-6856, Project No. 101264, and Account No. 110-5900-522-6211, Project No. 101264; 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 three E Series ACLS manual defibrillators from ZOLL Medical Corporation of Chelmsford, Massachusetts, the sole source provider, in the amount of \$45,441.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

Part 3: The City Council authorizes an amendment to the fiscal year 2015 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

Part 4: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
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DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of 1801 South 19th Street in the amount of \$165,000, which includes relocation and moving expenses, and authorizing the payment of closing costs in an estimated amount of \$5,250.

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

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY:

The City is finishing the design phase for improvements to the intersections at Avenue R and Scott & White Boulevard/25th Street and Avenue R and 19th Street. The improvements require acquisition of two structures. The property located at 1802 South 19th Street has been previously acquired by the City. The property located at 1801 South 19th Street is owned by Eloy and Maria Franco. This is the remaining property to be acquired by the City for this project.

An appraisal was performed on the property and the appraised amount was determined to be \$105,000. Staff seeks authorization to purchase the property for \$105,000 and for payment of closing costs in an estimated amount of \$5,250. The structure located on the property is occupied by Mr. & Mrs. Franco and their children. Pursuant to Texas Property Code Section 21.046, a relocation study and payment of relocation expenses are required. The study has been completed by Stateside Right of Way Services and the amount of relocation expenses and moving expenses to be paid to the property owners is \$60,000.

FISCAL IMPACT: Funding is available in account 795-9500-531-6553, project 100696, to fund the purchase of the property located at 1801 South 19th Street.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7569-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 1801 SOUTH 19TH STREET IN THE AMOUNT OF \$165,000, WHICH INCLUDES RELOCATION AND MOVING EXPENSES, AND AUTHORIZING THE PAYMENT OF CLOSING COSTS IN AN ESTIMATED AMOUNT OF \$5,250; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City is completing the design phase for improvements to the intersections at Avenue R and Scott & White Boulevard/25th Street and Avenue R and 19th Street;

Whereas, the improvements require the acquisition of the property located at 1801 South 19th Street that is owned by Eloy and Maria Franco – it is the remaining property to be acquired by the City for this project;

Whereas, an appraisal was performed on the property and the appraised amount was determined to be \$105,000 and staff recommends Council authorize the purchase of this property to include the payment of closing costs in an estimated amount of \$5,250;

Whereas, this property is currently occupied and pursuant to Texas Property Code Section 21.046, a relocation study and payment of relocation expenses are required – the relocation study was performed by Stateside Right of Way Services and the amount of relocation and moving expenses to which the owners are entitled are included in the \$165,000;

Whereas, funding is available for the purchase, closing costs and relocation expenses in Account No. 795-9500-531-6553, Project No.100696; 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 1801 South 19th Street in the amount of \$165,000, which includes relocation and moving expenses, and authorizing the payment of closing costs in an estimated amount of \$5,250.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(D)
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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 contract with Clark & Fuller, PLLC, for professional services to replace a sewer line between 2nd and 4th Street from Adams Avenue to Avenue C and replace water mains between Adams and Central Avenue in the amount of \$80,215.38.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Development interest in downtown Temple necessitates robust utility infrastructure to support new renovations, vertical construction, and associated flatwork improvements. The sewer line in the alley between 2nd and 4th Streets and the water lines between Adams and Central Ave. are aged and deteriorated, and require replacement to support proposed downtown improvements. A Project Map is attached for reference. The services authorized under this resolution would design, bid, inspect, and administer construction of the proposed utility improvements.

The engineer's preliminary opinion of probable cost is \$582,000. A proposal is attached listing the following professional fees:

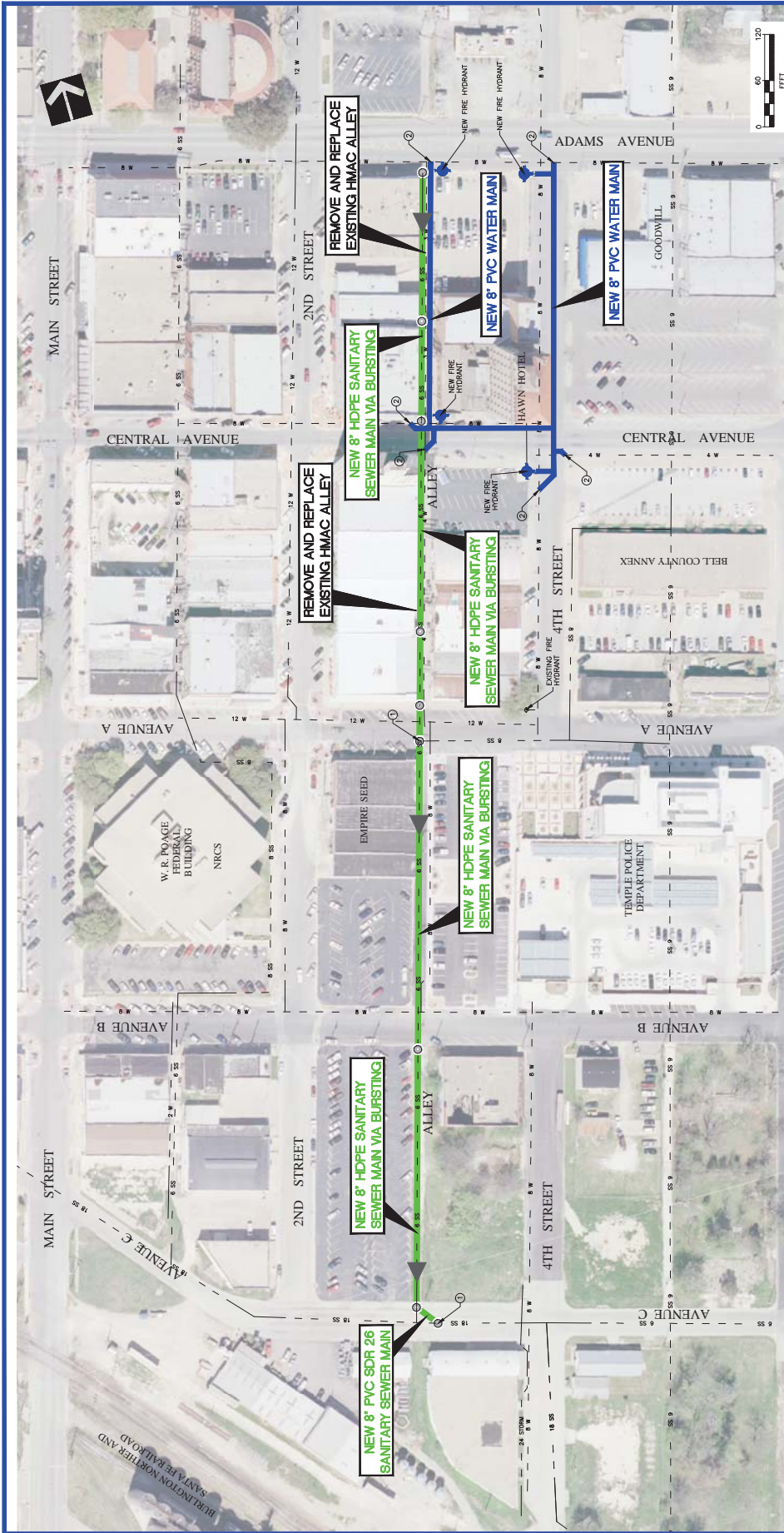
Surveying	\$19,250.00
Design	\$49,465.38
Bidding	\$ 750.00
Construction Administration	\$ 2,500.00
Inspection	<u>\$ 8,250.00</u>
Total	<u>\$80,215.38</u>

The proposed timeline for design is 95 calendar days.

FISCAL IMPACT: Currently, funding in the amount of \$642,000 is available in account 520-5900-535-6521, project 101186, to fund the professional services contract with Clark & Fuller, PLLC in the amount of \$80,215.38.

ATTACHMENTS:

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



LEGEND:

- NEW SANITARY SEWER MAIN
- NEW 4\"/>

KEYED NOTES

1. NEW CONNECTION TO EXISTING SANITARY SEWER MAIN
2. NEW CONNECTION TO EXISTING WATER MAIN

2014 CITY OF TEMPLE
WASTEWATER AND WATER
MAIN REPLACEMENT
2ND & 4TH FROM
AVENUE C TO ADAMS AVENUE



October 24, 2014

City of Temple
Director of Public Works
Nicole Torralva, P.E.
3210 E. Ave. H, Bldg. A
Temple, TX 76501

Re: Professional Services Proposal for the 2014 City of Temple Wastewater and Water Main Replacement - 2nd and 4th from Avenue C to Adams Avenue

Dear Mrs. Torralva,

We would like to thank the City of Temple for the opportunity to submit a preliminary opinion of probable cost and engineering fee proposal for the 2014 City of Temple Wastewater and Water Main Replacement - 2nd and 4th from Avenue C to Adams Avenue. (Please refer to attached maps and documents for further information).

This project will consist of approximately 1,490 linear feet of new 8" DR17 HDPE Sanitary Sewer Main, 1,018 linear feet of 8" PVC Water Main, and 660 linear feet of HMA Alley Removal and Replacement construction to replace existing utility mains that are aging and beginning to fail.

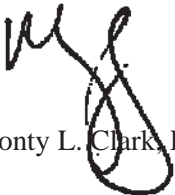
Clark & Fuller, PLLC will complete design topography surveys, new sanitary sewer main designs, construction document preparation, provide construction administration, daily on-site project representation and inspection services, and post construction record drawings.

The proposed timeline for the project design phase is 95 calendar days from the authorization of notice to proceed. Furthermore we estimate the contractor's time to construct to be 165 calendar days.

Clark & Fuller, PLLC, hereinafter Engineer, proposes to the City of Temple, hereinafter Client, Professional Engineering, Inspection, and Surveying Services for a Lump Sum Amount not to exceed \$80,215.38. We estimate the total cost of construction to be \$581,946.65 and we estimate the total cost of construction including professional services and contingencies to be \$662,161.03. (Please refer to attached Maps, Exhibits, and the Preliminary Opinion of Probable Cost for an itemized breakdown and scope of services.)

Please contact us if you require additional information or have further questions regarding this proposal.

Sincerely,



Monty L. Clark, P.E., CPESC

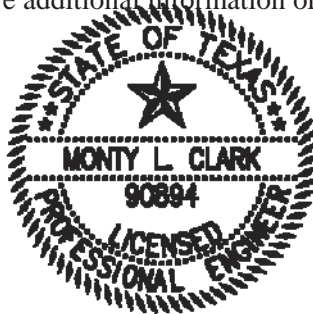


EXHIBIT "A"
Professional Services Proposal for 2014 City of Temple Wastewater and Water Main Replacement
2nd and 4th from Avenue C to Adams Avenue

Scope of Professional Services

Surveying Services: **\$ 19,250.00**

- Provide Project Elevation Benchmark
- Locate Existing Rights of Ways and Property Boundaries
- Prepare Design Topography Surveys
- Provide Construction Staking

Civil Engineering Design Phase: **\$ 49,465.38**

- Research Existing Utilities
- Prepare Final Design Construction Documents
- Technical Specifications
- Provide Engineers Opinion of Construction Cost and Probable Days to Complete Project Construction
- Attend and Facilitate Project Coordination with the City Staff
- Attendance at Property Owner/Neighborhood Meetings
- Provide Miscellaneous Maps and Exhibit Drawings

Project Bidding Phase: **\$ 750.00**

Construction Phase: **\$ 2,500.00**

- Attend and facilitate a Pre-Construction Meeting
- Review all Contractor Submittals
- Provide Construction Administration and Project "Site" Visits to assist contractor with field construction questions
- Assist the City of Temple with Construction Questions and Respond to Requests for Information (RFI's)
- Review Contractor Applications for Payment and insure conformance with percentage of construction complete
- Execute Necessary Change Orders
- Attend Final Project Inspection
- Provide Final Inspection Punch List
- Prepare Record Drawings

Daily Onsite Construction Inspection Services **\$ 8,250.00**

- Provide Daily On-Site Project Representation and Inspection Services

PROFESSIONAL FEE SCHEDULE

Licensed Professional Engineer	\$ 110.00/hr.
Licensed Professional Architect	\$ 125.00/hr.
Design Technician	\$ 70.00/hr.
CADD Technician	\$ 60.00/hr.
CADD Draftsman	\$ 50.00/hr.
Clerical	\$ 35.00/hr.
Licensed Professional Land Surveyor	\$ 105.00/hr.
Field Crew & Total Station	\$ 130.00/hr.
Survey Research and Schematic Production	\$ 90.00/hr.
Daily On-Site Inspection Services	\$ 40.00/hr.
Landscape Designer	\$ 80.00/hr.

RESOLUTION NO. 2014-7570-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT WITH CLARK & FULLER, PLLC, OF TEMPLE, TEXAS, FOR PROFESSIONAL SERVICES, INCLUDING DESIGN, BID, INSPECTION AND CONTRACT ADMINISTRATION, TO REPLACE A SEWER LINE BETWEEN 2ND AND 4TH STREETS FROM ADAMS AVENUE TO AVENUE C, AND TO REPLACE WATER MAINS BETWEEN ADAMS AVENUE AND CENTRAL AVENUE, IN THE AMOUNT OF \$80,215.38; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, development interest in downtown Temple necessitates robust utility infrastructure to support new renovations, vertical construction, and associated flatwork improvements;

Whereas, the sewer line in the alley between 2nd and 4th Streets from Adams Avenue to Avenue C, and the water lines between Adams Avenue and Central Avenue are aged and deteriorated, and require replacement to support proposed downtown improvements;

Whereas, staff recommends entering into a Professional Services Agreement with Clark & Fuller, PLLC which will provide for the design, bid, inspection, and contract administration of the proposed utility improvements;

Whereas, funding for this agreement is available in Account No: 520-5900-535-6521, Project No. 101186;

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute an agreement with Clark & Fuller, PLLC of Temple, Texas, after approval as to form by the City Attorney, for professional services, including design, bid, inspection and contract administration, to replace a sewer line between 2nd and 4th Streets from Adams Avenue to Avenue C, and to replace water mains between Adams Avenue and Central Avenue, in the amount of \$80,215.38.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
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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 change order to a contract with Bell Contractors, Inc., for construction services required to complete utility extensions to the North Loop 363 and IH-35 interchange in an amount not to exceed \$ 77,325.10.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City identified the need to provide water and wastewater service to properties along IH-35 in the vicinity of North Loop 363, supporting economic development and future growth. This project is extending water and wastewater utilities and consists of 12-inch diameter gravity sewer, 12-inch diameter sewer force main, variable diameter water mains. In addition to opening up new water and wastewater service to this area of the City, an aged force main from the Brindley Branch lift station (aka Troy lift station), currently located parallel to IH-35, will be replaced and relocated. A Project Map is attached for reference.

TXDOT is requiring the City to revise the horizontal alignment of a sewer stubout serving property to the east of the Buc-ee's site. A zoomed-in map of the change order alignment is attached. This stubout is a stipulation of an easement agreement which was required to build the project. On December 7 the City executed a change order in the amount of \$21,920 to install steel encasement for the proposed realignment. Approval for the encasement, installed under a driveway, was expedited so that construction on the Buc-ee's site would not be delayed. The construction services proposed under the attached change order include the following:

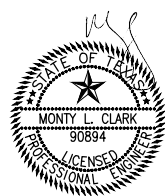
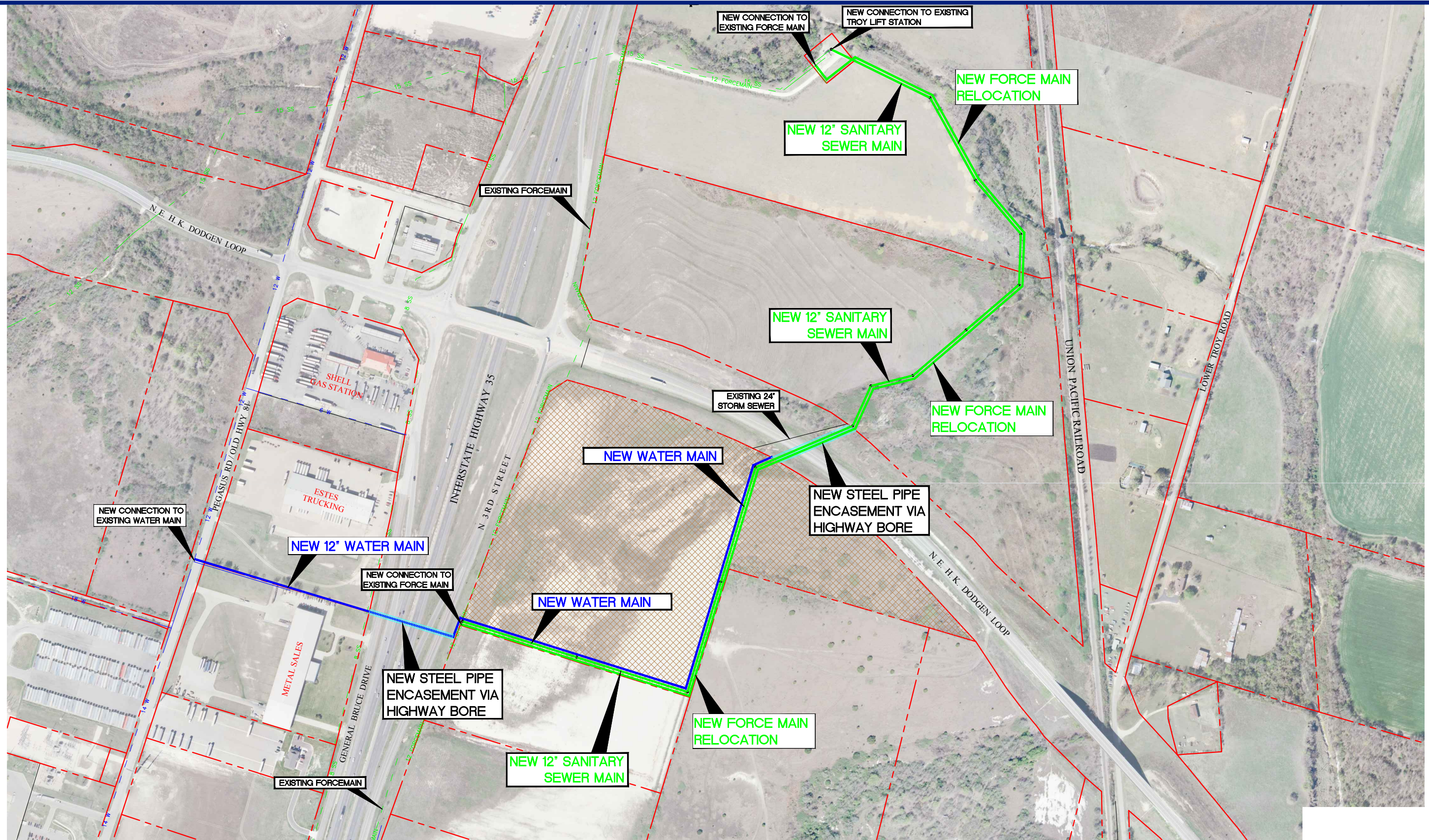
Sewer – 12" Force Main & Fittings	\$ 13,184.00
Sewer – 12" Gravity Main & Fittings	\$ 58,128.00
Water – 12" Water Main & Fittings	<u>\$ 6,013.10</u>
TOTAL CHANGE ORDER	<u>\$ 77,325.10</u>

This change order also adds 112 days to the construction contract, resulting in a completion date of January 16, 2015.

FISCAL IMPACT: Currently, funding in the amount of \$734,518.40 is available in account 520-5900-535-6521, project 100986, to fund change order # 2 with Bell Contractors, Inc. in an amount not to exceed \$77,325.10.

ATTACHMENTS:

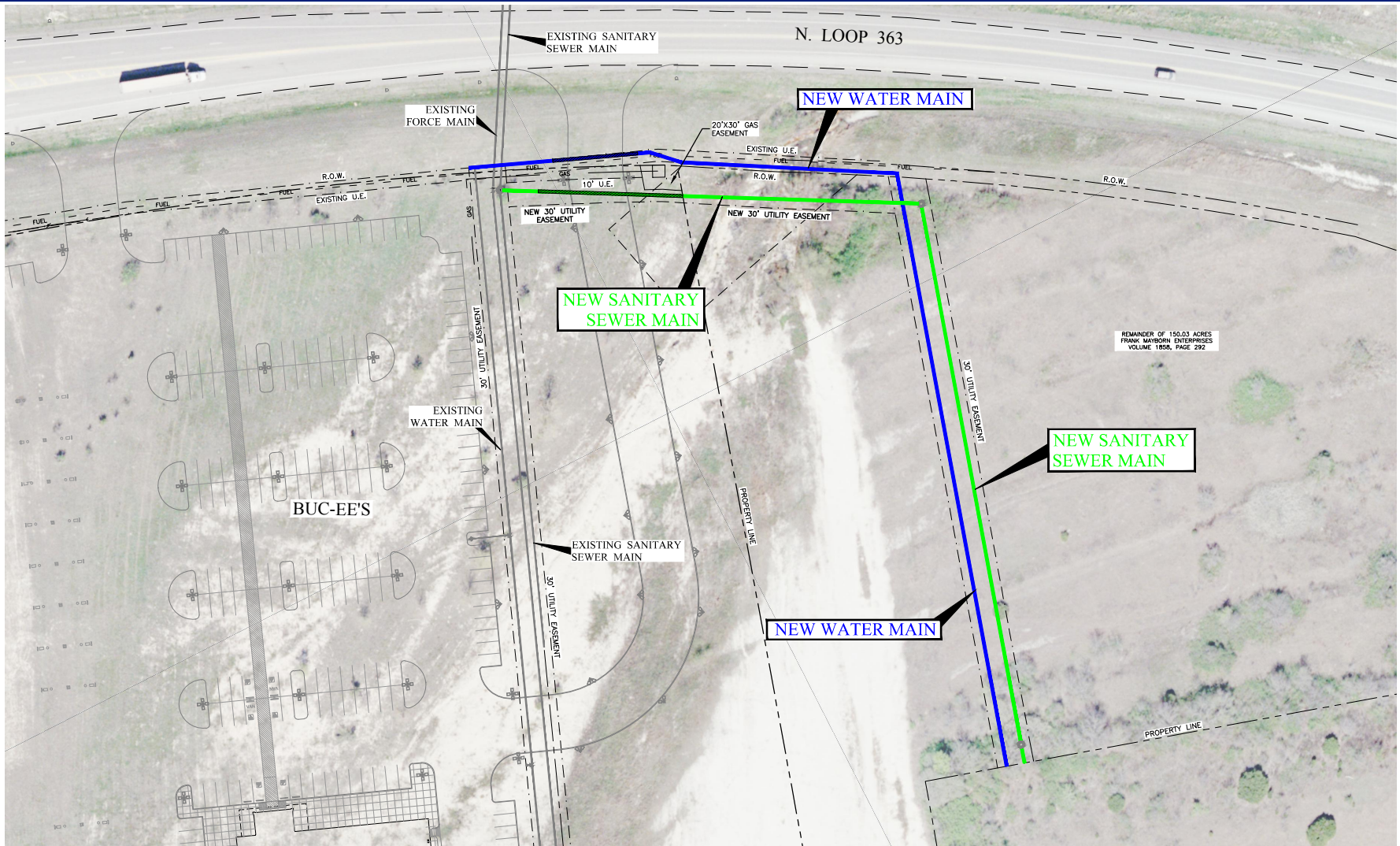
[Project Map](#)
[Change Order Map](#)
[Change Order](#)
[Resolution](#)



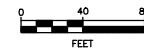
5-7-13

PROPOSED NORTH LOOP 363 - IH35 WATER AND SEWER EXTENSIONS





CITY OF TEMPLE 2013 NORTH LOOP 363 AND IH-35 UTILITY EXTENSION



CHANGE ORDER

PROJECT: 2014 North Loop 363 & IH 35 Utility Extension Project

OWNER: City of Temple

CONTRACTOR: Bell Contractors, Inc.

ENGINEER: Clark & Fuller, PLLC

CHANGE ORDER #: Two (2)

Make the following additions, modifications or deletions (circle those that apply) to the work described in the Contract Documents:

ITEM #:

LUMP SUM AMOUNT:

Add:

Additional days to be added to the contract time for additional work.

Item #1	5 STA - Preparation of Right-of-way and site clearing	\$ 1,850.00
Item #12	1- Cored Connection to Existing Manhole	\$ 460.00
Item #13	2 EA - 4' Dia. Precast Eccentric Concrete Manhole	\$ 18,600.00
Item #15	508 LF - 12" PVC SDR 26 sanitary sewer main	\$ 30,226.00
Item #19	LS - Testing per TCEQ for additional Sanitary Sewer Main	\$ 1,800.00
Item #20	1200 LF - New 12" PVC SDR 21 Class 200 Force Main (change in depth)	\$ 14,880.00
Item #37	471 LF - New 12" PVC C900 Class 150 Water Main	\$ 17,003.10
Item #46	1 EA - New 12" MJ 22.5 degree bend	\$ 660.00
Item #54	1 EA - Parallel Fire Hydrant Assembly	\$ 4,000.00
Item #59	LS - Testing Per TCEQ for additional New Water Main	\$ 1,200.00
	40 LF - New 6" Concrete Pipe Encasement for Sanitary Sewer Main	\$ 2,692.00
	1 EA - New Internal Drop Connection	\$ 2,500.00
	40 LF - New 6" Concrete Pipe Encasement for Water Main	\$ 2,480.00
Total Add:		\$ 98,351.10

Deduct:

Item #20	53 LF - New 12" PVC SDR 21 Class 200 Force Main	(\$ 1,696.00)
Item #26	3 EA - New 12" MJ 45 Degree Bend	(\$ 3,600.00)
Item #30	1 EA - New 6" FLG Check Valve	(\$ 6,900.00)
Item #42	1 EA - New 12"x12" MJ Tee	(\$ 1,200.00)
Item #49	1 EA - New 12' MJ Plug	(\$ 230.00)
Item #53	2 EA - Standard Fire Hydrant Assembly	(\$ 7,400.00)
Total Deduct:		(\$ 21,026.00)

Total Lump Sum Amount: \$ 77,325.10

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay (for which only revised time is available), extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

Original Contract Amount:	\$ 1,483,182.90
Previous Net Change in Contract Amount:	\$ 21,920.00
Net Change in Contract Amount:	\$ 77,325.10
Revised Contract Amount:	\$ 1,582,428.00
Original Contract Time:	120 Days
Previous Net Change in Contract Time:	0 Days
Net Change in Contract Time:	112 Days
Revised Contract Time:	232 Days
Original Final Completion Date:	9-26-2014
Revised Final Completion Date:	1-16-2015

Recommended by:

Project Manager (City Staff) Date

Agreed to:

Contractor Date

Approved as to form:

City Attorney's Office Date

Recommended by:


Architect/Engineer Date 12-11-14

Approved by City of Temple:

Jonathan Graham, City Manager Date

Approved by Finance Department:

Finance Date

RESOLUTION NO. 2014-7571-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CHANGE ORDER TO A CONSTRUCTION CONTRACT WITH BELL CONTRACTORS, INC. OF BELTON, TEXAS, FOR CONSTRUCTION SERVICES REQUIRED TO COMPLETE UTILITY EXTENSIONS TO THE NORTH LOOP 363 AND I-35 INTERCHANGE, IN AN AMOUNT NOT TO EXCEED \$77,325.10; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has identified the need to provide water and wastewater service to properties along IH-35 in the vicinity of North Loop 363 which supports economic development and future growth;

Whereas, this project includes extending water and wastewater utilities and consists of 12-inch diameter gravity sewer, 12-inch diameter sewer force main, and variable diameter water mains - in addition to opening up new water and wastewater service to this area of the City, an aged force main from the Brindley Branch lift station will be replaced and relocated;

Whereas, TxDot is requiring the City revise the horizontal alignment of a sewer stubout serving property to the east of the Buc-ee's site - this stubout is a stipulation of an easement agreement which was required to build the project;

Whereas, the construction services proposed under the change order include the installation of a 12" wastewater force main and fittings, a 12" wastewater gravity main and fittings, and a 12" water main and fittings;

Whereas, staff recommends a change order to the construction contract with Bell Contractors, Inc., of Belton, Texas, in an amount not to exceed \$77,325.10;

Whereas, funding for this change order is available in Account No. 520-5900-535-6521, Project No. 100986; 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 a change order to the construction contract with Bell Contractors, Inc., of Belton, Texas, in an amount not to exceed \$77,325.10.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(F)
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 rejecting a low bid from Utility Service Co., Inc., of Perry, Georgia (USC), and authorizing a construction contract with the lowest responsible bidder, A&M Construction & Utilities, Inc., of Rowlett (AMC), for the rehabilitation of the Airport and Range Road elevated storage tanks in an amount not to exceed \$1,231,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City owns and operates the Airport elevated storage tank, at Draughon-Miller Central Texas Regional Airport, and the Range elevated storage tank, located in northwest Temple at Range Road (Map attached). These tanks respectively serve the 785' and 920' pressure planes. Both tanks require full rehabilitation and recoating to comply with TCEQ regulations.

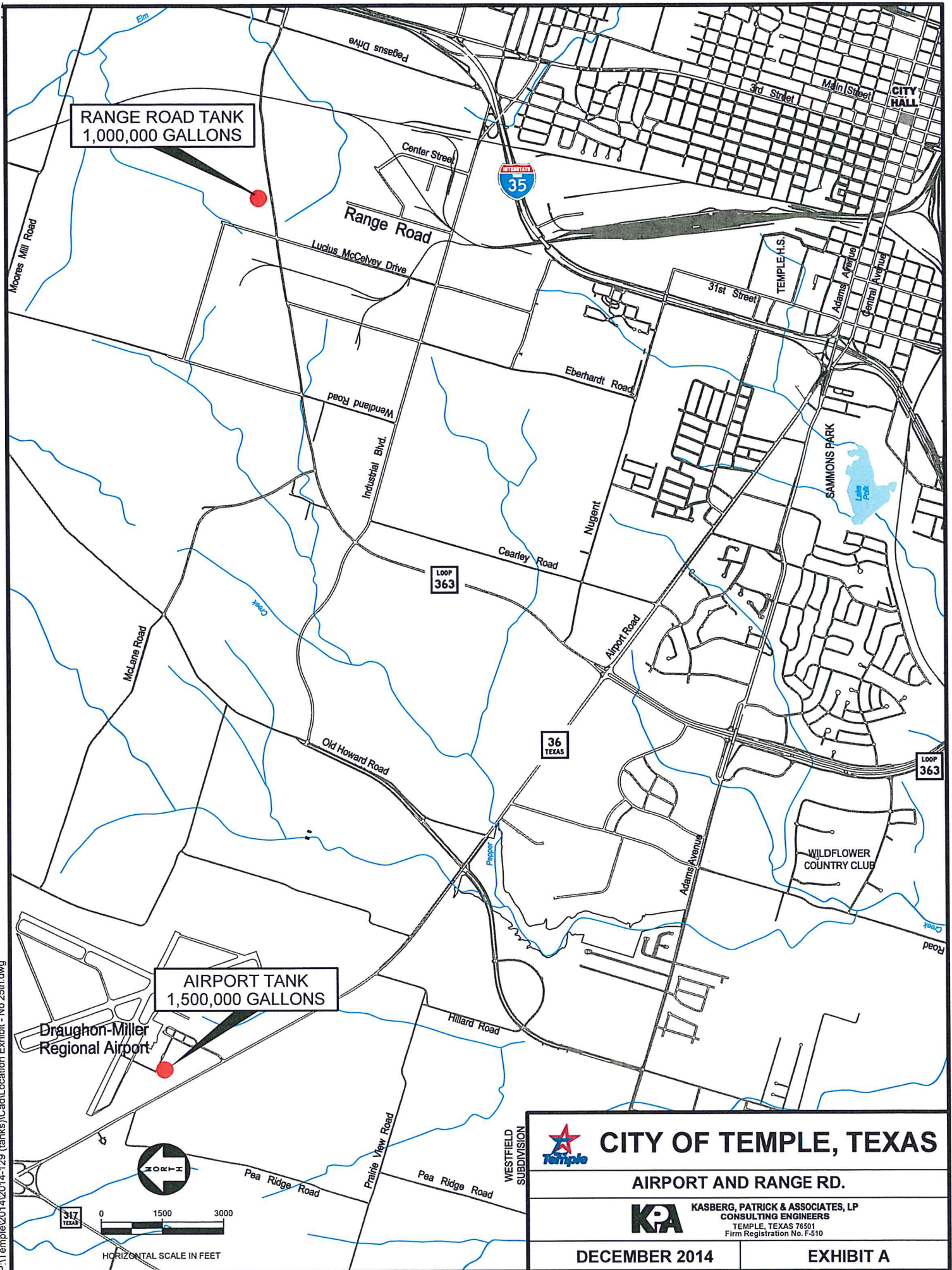
On December 8, 2014, 10 bids were received. A Bid Tabulation is attached. The lowest bid received was \$1,223,200 from USC. The City has contracted with USC twice for projects of this type since 2007. In both instances, USC failed to comply with the terms of the contract, specifically completion schedule. Upon completion of both projects, the City's project manager recommended not to award subsequent contracts to USC. For this reason, and the importance of having elevated storage capacity offline for no longer than absolutely necessary, Staff determines them not to be a responsible bidder and recommends rejecting their bid.

The lowest responsible bidder was AMC at \$1,231,000. AMC recently contracted with the City for a similar rehabilitation project and achieved timely substantially completion. Staff finds AMC to be the lowest responsible bidder and concurs with the Engineer's Recommendation (attached) to award to them. The OPC was \$1,300,000. Construction time allotted for rehabilitation is 180 days.

FISCAL IMPACT: Funding in the amount of \$1,231,000 is available in account 520-5900-535-6522, project 101198, to fund the construction contract with A&M Construction & Utilities, Inc. in an amount not to exceed \$1,231,000.

ATTACHMENTS:

[Map](#)
[Engineer's Recommendation](#)
[Bid Tabulation](#)
[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

December 9, 2014

Ms. Sharon Carlos, E.I.T.
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Rehabilitation of Airport and Range Road Tanks

Dear Ms. Carlos:

On December 8, 2014, the City of Temple received competitive bids from ten (10) contractors for the Rehabilitation of the Airport and Range Road Tanks. The Base Bid for the project requires final completion of the project by June 15, 2015, so that the tanks are returned to service prior to the peak summer water demands. The Alternate Bid allowed for rehabilitation of the Range Road Tank to be delayed until the Fall and completed by February 2016. A Bid Tabulation is provided for your reference.

The attached Bid Tabulation shows Utility Service Co, Inc. of Perry, Georgia as the low bidder at \$1,223,200.00 for both the Base Bid and Alternate. The bids ranged from this low bid to \$1,969,500.00. Our final opinion of probable construction cost was \$1,300,000.


Utility Service Co., Inc. has completed two tank rehabilitation projects for the City of Temple and is qualified to perform the work required. However, they do not have a record of timely completion on past projects. In 2007, Utility Service Co., Inc. completed an exterior overcoat of Airport and Range Road Tanks, in which the project completion extended 34 days beyond the contractual completion date. In 2012, Utility Service Co., Inc. completed full exterior and interior rehabilitations of the Taylor Road and Pepper Creek Tanks, in which the project completion extended 170 days beyond the contractual completion date. In the Construction Contract Final Report for these projects, City Staff did not recommend this contractor for additional work.

Ms. Sharon Carlos, EIT
December 9, 2014
Page Two

A&M Construction and Utilities, Inc. of Rowlett, Texas is the second low bidder at \$1,231,000.00 for the Base Bid and is also qualified to perform the work required. A&M Construction and Utilities, Inc. completed a full exterior and interior rehabilitation of the Backwash Tank in 2013, in which the tank rehabilitation was completed within the 90 day contract.

Therefore, we recommend that a contract be awarded to A&M Construction and Utilities, Inc. for the Rehabilitation of Airport and Range Road Tanks in the amount of \$1,231,000.00.

Sincerely,



Ginger R. Tolbert, P.E.

xc: Ms. Belinda Mattke, City of Temple
2014-129-40

BID TABULATION
CITY OF TEMPLE
AIRPORT AND RANGE ROAD TANK
ELEVATED STORAGE TANK REHABILITATION

3210 E. Ave H; Bldg C; Temple, TX
December 8, 2014; 2:00 PM

2014-129-40

BIDDER INFORMATION											
			Utility Service Co. Inc. 535 Courtney Hodges Blvd. Perry, GA 31069	A&M Construction & Utilities, Inc 4950 Crishasm Drive Rowlett, TX 75088		Anchor Contracting, LLC PO Box 1217 Sulphur Springs, TX 75483		L.C. United Painting Co Inc 3525 Barbar Drive Sterling Heights, MI 48310		N. G. Painting, LP 172 W. Austin Street Giddings, TX 78942	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A: AIRPORT TANK											
1	1	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 27,720.00	\$ 27,720.00	\$ 15,000.00	\$ 15,000.00
2	1	LS	Materials, equipment, labor and superintendence and incidental work to abrasive blast, prime and paint the INTERIOR of the existing 1,500,000 gallon elevated storage tank, all appendages, ladders including nut/bolt replacement. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	160,000.00	160,000.00	150,000.00	150,000.00	198,000.00	198,000.00	244,000.00	244,000.00
3	1	LS	Materials, equipment, labor and superintendence and incidental work to, abrasive blast, prime and paint with two color finish, the EXTERIOR of the existing 1,500,000 gallon elevated storage tank, all appendages, ladders, vent, manways, balcony railing, hatches including nut/bolt replacement per Section G1.11B of the Specifications. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	254,000.00	254,000.00	352,500.00	352,500.00	340,000.00	340,000.00	402,000.00	402,000.00
4	1	LS	Materials, equipment, labor an superintendence and incidental work to PROVIDE DUST COLLECTION AND FULLY CONTAIN THE ENTIRE EXTERIOR of the existing 1,500,000 gallon elevated storage tank, including anchors, outriggers, cables, etc. as required to fully contain blast and paint emissions, as detailed in these specifications. Provide drawing with P.E. seal for submittal	135,000.00	135,000.00	65,000.00	65,000.00	47,650.00	47,650.00	50,000.00	50,000.00
5	1	LS	For furnishing all materials, equipment, labor and superintendence and incidental work to DEHUMIDIFY the interior of the existing 1,500,000 gallon elevated storage tank, including hoses, filters, etc., as detailed in these specifications	30,000.00	30,000.00	30,000.00	30,000.00	26,315.00	26,315.00	30,000.00	30,000.00
6	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY at balcony, including hinged cover, and INTERIOR LADDER from balcony to floor with OSHA approved pipe rail safety climb. Provide drawing with P.E. seal for submittal	15,000.00	15,000.00	10,000.00	10,000.00	7,500.00	7,500.00	9,000.00	9,000.00
7	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY on wet riser. Provide drawing with P.E. seal for submittal	9,000.00	9,000.00	5,500.00	5,500.00	5,800.00	5,800.00	8,000.00	8,000.00
8	1	LS	Materials, equipment, labor and superintendence and incidental work to replace GASKETS on all manways and hatches	100.00	100.00	1,000.00	1,000.00	1,055.00	1,055.00	1,000.00	1,000.00
9	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 36"Ø AWWA APPROVED FROST FREE ALUMINUM ROOF VENT, including removal of existing vent, installing a carbon steel weld-on flanged neck to accommodate the bolt on installation of the new aluminum vent complete with all stainless bolts, gaskets, welding, etc.	10,000.00	10,000.00	8,500.00	8,500.00	8,425.00	8,425.00	7,000.00	7,000.00
10	1	LS	Materials, equipment, labor and superintendence and incidental work to replace existing interior ladder safety climb with an OSHA APPROVED pipe rail safety climb	2,000.00	2,000.00	10,000.00	10,000.00	4,210.00	4,210.00	3,000.00	3,000.00
11	1	LS	Materials, equipment, labor and superintendence and incidental work to install 6"Ø DRAIN VALVE with handwheel, located at the base of the riser and directed toward sump area	3,000.00	3,000.00	3,000.00	3,000.00	3,700.00	3,700.00	6,000.00	6,000.00
12	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø aluminum roof access hatch, Model No. FIR3030, manufactured by Halliday Products	4,000.00	4,000.00	5,000.00	5,000.00	4,210.00	4,210.00	5,000.00	5,000.00
13	1	LS	Materials, equipment, labor, superintendence and incidental work to remove the existing CATHODIC PROTECTION SYSTEM, including replacement of all anode plate covers with aluminum covers and gasket. Contractor shall seal all insulator holes with non-corrosive insert	3,000.00	3,000.00	2,000.00	2,000.00	2,105.00	2,105.00	5,000.00	5,000.00
14	40	MH	Materials, equipment, labor and superintendence and incidental work to perform welding repairs, surface repairs and general repair work as deemed necessary	200.00	8,000.00	150.00	6,000.00	105.25	4,210.00	120.00	4,800.00
15	100	TU	Materials, equipment, labor and superintendence and incidental work to perform caulking (Sika-flex 1A) work as deemed necessary	75.00	7,500.00	50.00	5,000.00	16.00	1,600.00	9.00 *	900.00
16	2	EA	Paint a Logo (to be determined) on the exterior of the tank bowl with hydroflon	5,000.00	10,000.00	7,000.00	14,000.00	4,210.00	8,420.00	6,000.00	12,000.00
17	1	LS	Video Tape Project Site Before the Start of Construction on the Project	500.00	500.00	500.00	500.00	1,055.00	1,055.00	1,200.00	1,200.00
PART A AMOUNT - (Items 1 - 17)				\$ 661,100.00		\$ 668,000.00		\$ 691,975.00		** \$ 803,900.00	\$ 812,500.00

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B: RANGE ROAD											
B-1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 24,605.00	\$ 24,605.00	\$ 7,000.00	\$ 7,000.00
B-2	100%	LS	Materials, equipment, labor and superintendence and incidental work to abrasive blast, prime and paint the INTERIOR of the existing 1,000,000 gallon elevated storage tank, all appendages, ladders including nut/bolt replacement. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	125,000.00	125,000.00	102,000.00	102,000.00	168,420.00	168,420.00	137,000.00	137,000.00
B-3	100%	LS	Materials, equipment, labor and superintendence and incidental work to, abrasive blast, prime and paint with two color finish, the EXTERIOR of the existing 1,000,000 gallon elevated storage tank, all appendages, ladders, vent, manways, balcony railing, hatches including nut/bolt replacement per Section G1.11B of the Specifications. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	210,000.00	210,000.00	277,500.00	277,500.00	301,055.00	301,055.00	334,000.00	334,000.00
B-4	100%	LS	Materials, equipment, labor an superintendence and incidental work to PROVIDE DUST COLLECTION AND FULLY CONTAIN THE ENTIRE EXTERIOR of the existing 1,000,000 gallon elevated storage tank, including anchors, outriggers, cables, etc. as required to fully contain blast and paint emissions, as detailed in these specifications. Provide drawing with P.E. seal for submittal	115,000.00	115,000.00	60,000.00	60,000.00	47,650.00	47,650.00	44,000.00	44,000.00
B-5	100%	LS	For furnishing all materials, equipment, labor and superintendence and incidental work to DEHUMIDIFY the interior of the existing 1,000,000 gallon elevated storage tank, including hoses, filters, etc., as detailed in these specifications	30,000.00	30,000.00	32,000.00	32,000.00	26,315.00	26,315.00	18,000.00	18,000.00
B-6	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY at balcony, including hinged cover, and INTERIOR LADDER from balcony to floor with OSHA approved cable type safety climb. Provide drawing with P.E. seal for submittal	15,000.00	15,000.00	10,000.00	10,000.00	7,500.00	7,500.00	9,000.00	9,000.00
B-7	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY on wet riser. Provide drawing with P.E. seal for submittal	9,000.00	9,000.00	5,500.00	5,500.00	5,800.00	5,800.00	8,000.00	8,000.00
B-8	100%	LS	Materials, equipment, labor and superintendence and incidental work to replace GASKETS on all manways and hatches	100.00	100.00	1,000.00	1,000.00	1,055.00	1,055.00	1,000.00	1,000.00
B-9	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 36"Ø AWWA APPROVED FROST FREE ALUMINUM ROOF VENT, including removal of existing vent, installing a carbon steel weld-on flanged neck to accommodate the bolt on installation of the new aluminum vent complete with all stainless bolts, gaskets, welding, etc.	10,000.00	10,000.00	8,500.00	8,500.00	8,425.00	8,425.00	7,000.00	7,000.00
B-10	100%	LS	Materials, equipment, labor and superintendence and incidental work to install an OSHA APPROVED cable type safety climbs on exterior ladder	2,000.00	2,000.00	3,000.00	3,000.00	4,210.00	4,210.00	3,000.00	3,000.00
B-11	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a mid rail and raising the top rail to 42". Furnish drawing of balcony upgrades stating compliance with OSHA and AWWA with P.E. seal for submittal	3,000.00	3,000.00	30,000.00	30,000.00	11,055.00	11,055.00	14,000.00	14,000.00
B-12	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø aluminum roof access hatch, Model No. FIR3030, manufactured by Halliday Products	4,000.00	4,000.00	5,000.00	5,000.00	4,210.00	4,210.00	5,000.00	5,000.00
B-13	100%	LS	Materials, equipment, labor, superintendence and incidental work to remove the existing CATHODIC PROTECTION SYSTEM, including replacement of all anode plate covers with aluminum covers and gasket. Contractor shall seal all insulator holes with non-corrosive insert	3,000.00	3,000.00	3,000.00	3,000.00	2,105.00	2,105.00	5,000.00	5,000.00
B-14	40	MH	Materials, equipment, labor and superintendence and incidental work to perform welding repairs, surface repairs and general repair work as deemed necessary	200.00	8,000.00	150.00	6,000.00	105.25	4,210.00	120.00	4,800.00
B-15	100	TU	Materials, equipment, labor and superintendence and incidental work to perform caulking (Sika-flex 1A) work as deemed necessary	75.00	7,500.00	50.00	5,000.00	16.00	1,600.00	9.00 *	900.00
B-16	2	EA	For Painting a "City of Temple" Logo on the exterior of the tank bowl with hydroflon	5,000.00	10,000.00	7,000.00	14,000.00	4,210.00	8,420.00	6,000.00	12,000.00
B-17	100%	LS	For Video Taping Project Site Before the Start of Construction on the Project	500.00	500.00	500.00	500.00	1,055.00	1,055.00	1,200.00	1,200.00
PART B AMOUNT - (Items B-1 - B-17)				\$ 562,100.00		\$ 563,000.00		\$ 627,690.00		** \$ 610,900.00	\$ 676,500.00

ALTERNATIVE											
Alt-1	100%	LS	Cost associated with alternate completion dates, requiring Airport Tank fully complete on or before May 1, 2015. Rehabilitation of Range Road Tank shall commence on or before April 1, 2015 and shall be fully complete on or before June 15, 2015. If rehabilitation of Range Road Tank does not commence on or before April 1, contractor shall remobilize on or after October 1, 2015 and be fully complete by February 1, 2016.	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
ALTERNATE BID AMOUNT - (Item Alt-1)				\$ -		\$ -		\$ 2,500.00		\$ 5,000.00	\$ 60,000.00

BID SUMMARY				\$ 661,100.00	\$ 668,000.00	\$ 691,975.00	\$ 803,900.00	\$ 812,500.00
BASE BID PART A: AIRPORT TANK				\$ 562,100.00	\$ 563,000.00	\$ 627,690.00	\$ 610,900.00	\$ 676,500.00
BASE BID PART B: RANGE ROAD				\$ 1,223,200.00	\$ 1,231,000.00	\$ 1,319,665.00	\$ 1,414,800.00	\$ 1,489,000.00
BASE BID A + PART B TOTAL								

ALTERNATE BID	\$ 0.00	\$ 0.00	\$ 2,500.00	\$ 5,000.00	\$ 60,000.00
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ALTERNATE BID TOTAL (Part A + Part B + Alternate)	\$ 1,223,200.00	\$ 1,231,000.00	\$ 1,322,165.00	\$ 1,419,800.00	\$ 1,549,000.00
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Did Bidder Acknowledge Addendum No. 1?	YES	YES, by letter	YES	YES	YES
Did Bidder Acknowledge Addendum No. 2?	YES	YES, by letter	YES	YES	YES
Did Bidder provide Bid Security?	YES	Not on City Form	Not on City Form	YES	YES
Did Bidder provide bond affidavit?	YES	YES	YES	YES	YES
Did Bidder credit check authorization?	YES	YES	YES	YES	YES

* Unit amount extended incorrectly.
** Total amount has been corrected.

BID TABULATION
CITY OF TEMPLE
AIRPORT AND RANGE ROAD TANK
ELEVATED STORAGE TANK REHABILITATION

3210 E. Ave H; Bldg C; Temple, TX
December 8, 2014; 2:00 PM

				BIDDER INFORMATION									
				American Suncraft Co. Inc. 10836 Schiller Road Medway, OH 45341		Classic Protective Coatings, Inc N 7670 State Hwy 25 Menomonie, WI 54751		TMI Coatings, Inc 3291 Terminal Drive St Paul, MN 55121		M. K. Painting, Inc 4157 Seventh Wyandotte, MI 48192		Atlas Painting & Sheeting Corp 465 Creekside Drive Amherst, NY 14228	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A: AIRPORT TANK													
1	1	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 18,950.00	\$ 18,950.00	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
2	1	LS	Materials, equipment, labor and superintendence and incidental work to abrasive blast, prime and paint the INTERIOR of the existing 1,500,000 gallon elevated storage tank, all appendages, ladders including nut/bolt replacement. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	204,000.00	204,000.00	234,000.00	234,000.00	274,000.00	274,000.00	168,000.00	168,000.00	429,327.00	429,327.00
3	1	LS	Materials, equipment, labor and superintendence and incidental work to, abrasive blast, prime and paint with two color finish, the EXTERIOR of the existing 1,500,000 gallon elevated storage tank, all appendages, ladders, vent, manways, balcony railing, hatches including nut/bolt replacement per Section G1.11B of the Specifications. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	532,500.00	532,500.00	460,500.00	460,500.00	469,600.00	469,600.00	600,000.00	600,000.00	613,325.00	613,325.00
4	1	LS	Materials, equipment, labor an superintendence and incidental work to PROVIDE DUST COLLECTION AND FULLY CONTAIN THE ENTIRE EXTERIOR of the existing 1,500,000 gallon elevated storage tank, including anchors, outriggers, cables, etc. as required to fully contain blast and paint emissions, as detailed in these specifications. Provide drawing with P.E. seal for submittal	50,000.00	50,000.00	94,000.00	94,000.00	110,000.00	110,000.00	200,000.00	200,000.00	80,000.00	80,000.00
5	1	LS	For finishing all materials, equipment, labor and superintendence and incidental work to DEHUMIDIFY the interior of the existing 1,500,000 gallon elevated storage tank, including hoses, filters, etc., as detailed in these specifications	18,500.00	18,500.00	21,000.00	21,000.00	18,000.00	18,000.00	10,000.00	10,000.00	39,998.00	39,998.00
6	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY at balcony, including hinged cover, and INTERIOR LADDER from balcony to floor with OSHA approved pipe rail safety climb. Provide drawing with P.E. seal for submittal	6,500.00	6,500.00	10,000.00	10,000.00	8,000.00	8,000.00	12,000.00	12,000.00	26,500.00	26,500.00
7	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY on wet riser. Provide drawing with P.E. seal for submittal	6,500.00	6,500.00	8,500.00	8,500.00	6,000.00	6,000.00	8,500.00	8,500.00	24,500.00	24,500.00
8	1	LS	Materials, equipment, labor and superintendence and incidental work to replace GASKETS on all manways and hatches	500.00	500.00	400.00	400.00	1,500.00	1,500.00	1,000.00	1,000.00	5,000.00	5,000.00
9	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 36"Ø AWWA APPROVED FROST FREE ALUMINUM ROOF VENT, including removal of existing vent, installing a carbon steel weld-on flanged neck to accommodate the bolt on installation of the new aluminum vent complete with all stainless bolts, gaskets, welding, etc.	6,500.00	6,500.00	7,500.00	7,500.00	13,000.00	13,000.00	8,000.00	8,000.00	29,800.00	29,800.00
10	1	LS	Materials, equipment, labor and superintendence and incidental work to replace existing interior ladder safety climb with an OSHA APPROVED pipe rail safety climb	4,500.00	4,500.00	4,200.00	4,200.00	2,000.00	2,000.00	9,000.00	9,000.00	45,000.00	45,000.00
11	1	LS	Materials, equipment, labor and superintendence and incidental work to install 6"Ø DRAIN VALVE with handwheel, located at the base of the riser and directed toward sump area	1,800.00	1,800.00	3,900.00	3,900.00	6,500.00	6,500.00	2,000.00	2,000.00	24,750.00	24,750.00
12	1	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø aluminum roof access hatch, Model No. FIR3030, manufactured by Halliday Products	3,400.00	3,400.00	3,000.00	3,000.00	8,000.00	8,000.00	5,000.00	5,000.00	26,200.00	26,200.00
13	1	LS	Materials, equipment, labor, superintendence and incidental work to remove the existing CATHODIC PROTECTION SYSTEM, including replacement of all anode plate covers with aluminum covers and gasket. Contractor shall seal all insulator holes with non-corrosive insert	2,100.00	2,100.00	1,900.00	1,900.00	4,000.00	4,000.00	3,000.00	3,000.00	28,000.00	28,000.00
14	40	MH	Materials, equipment, labor and superintendence and incidental work to perform welding repairs, surface repairs and general repair work as deemed necessary	100.00	4,000.00	100.00	4,000.00	125.00	5,000.00	250.00	10,000.00	90.00	3,600.00
15	100	TU	Materials, equipment, labor and superintendence and incidental work to perform caulking (Sika-flex 1A) work as deemed necessary	30.00	3,000.00	10.00	1,000.00	65.00	6,500.00	50.00	5,000.00	30.00	3,000.00
16	2	EA	Paint a Logo (to be determined) on the exterior of the tank bowl with hydroflon	4,000.00	8,000.00	6,000.00	12,000.00	7,000.00	14,000.00	8,000.00	16,000.00	5,000.00	10,000.00
17	1	LS	Video Tape Project Site Before the Start of Construction on the Project	400.00	400.00	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
PART A AMOUNT - (Items 1 - 17)					\$ 871,150.00		\$ 911,400.00		\$ 987,100.00		\$ 1,098,500.00		\$ 1,390,000.00

Item No.	Estimated Quantity	Unit	Bid Data Description	Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B: RANGE ROAD													
B-1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 11,000.00	\$ 11,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
B-2	100%	LS	Materials, equipment, labor and superintendence and incidental work to abrasive blast, prime and paint the INTERIOR of the existing 1,000,000 gallon elevated storage tank, all appendages, ladders including nut/bolt replacement. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	144,500.00	144,500.00	195,000.00	195,000.00	194,000.00	194,000.00	102,000.00	102,000.00	272,990.00	272,990.00
B-3	100%	LS	Materials, equipment, labor and superintendence and incidental work to, abrasive blast, prime and paint with two color finish, the EXTERIOR of the existing 1,000,000 gallon elevated storage tank, all appendages, ladders, vent, manways, balcony railing, hatches including nut/bolt replacement per Section G1.11B of the Specifications. Test and disposal of blast media as required to provide a service-able facility that is structurally sound and safe, as detailed in these specifications	450,000.00	450,000.00	345,700.00	345,700.00	410,800.00	410,800.00	412,000.00	412,000.00	408,930.00	408,930.00
B-4	100%	LS	Materials, equipment, labor and superintendence and incidental work to PROVIDE DUST COLLECTION AND FULLY CONTAIN THE ENTIRE EXTERIOR of the existing 1,000,000 gallon elevated storage tank, including anchors, outriggers, cables, etc. as required to fully contain blast and paint emissions, as detailed in these specifications. Provide drawing with P.E. seal for submittal	40,000.00	40,000.00	94,000.00	94,000.00	90,000.00	90,000.00	180,000.00	180,000.00	51,000.00	51,000.00
B-5	100%	LS	For finishing all materials, equipment, labor and superintendence and incidental work to DEHUMIDIFY the interior of the existing 1,000,000 gallon elevated storage tank, including hoses, filters, etc., as detailed in these specifications	18,500.00	18,500.00	20,000.00	20,000.00	13,000.00	13,000.00	10,000.00	10,000.00	27,880.00	27,880.00
B-6	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY at balcony, including hinged cover, and INTERIOR LADDER from balcony to floor with OSHA approved cable type safety climb. Provide drawing with P.E. seal for submittal	6,500.00	6,500.00	10,000.00	10,000.00	8,000.00	8,000.00	12,000.00	12,000.00	26,500.00	26,500.00
B-7	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø MANWAY on wet riser. Provide drawing with P.E. seal for submittal	6,500.00	6,500.00	8,500.00	8,500.00	6,000.00	6,000.00	8,500.00	8,500.00	24,500.00	24,500.00
B-8	100%	LS	Materials, equipment, labor and superintendence and incidental work to replace GASKETS on all manways and hatches	500.00	500.00	400.00	400.00	1,500.00	1,500.00	1,000.00	1,000.00	5,000.00	5,000.00
B-9	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 36"Ø AWWA APPROVED FROST FREE ALUMINUM ROOF VENT, including removal of existing vent, installing a carbon steel weld-on flanged neck to accommodate the bolt on installation of the new aluminum vent complete with all stainless bolts, gaskets, welding, etc.	6,500.00	6,500.00	7,500.00	7,500.00	13,000.00	13,000.00	8,000.00	8,000.00	29,800.00	29,800.00
B-10	100%	LS	Materials, equipment, labor and superintendence and incidental work to install an OSHA APPROVED cable type safety climbs on exterior ladder	3,500.00	3,500.00	3,400.00	3,400.00	2,000.00	2,000.00	7,500.00	7,500.00	36,000.00	36,000.00
B-11	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a mid rail and raising the top rail to 42". Furnish drawing of balcony upgrades stating compliance with OSHA and AWWA with P.E. seal for submittal	10,800.00	10,800.00	24,000.00	24,000.00	20,000.00	20,000.00	20,000.00	20,000.00	34,800.00	34,800.00
B-12	100%	LS	Materials, equipment, labor and superintendence and incidental work to install a 30"Ø aluminum roof access hatch, Model No. FIR3030, manufactured by Halliday Products	3,400.00	3,400.00	3,000.00	3,000.00	8,000.00	8,000.00	5,000.00	5,000.00	26,200.00	26,200.00
B-13	100%	LS	Materials, equipment, labor, superintendence and incidental work to remove the existing CATHODIC PROTECTION SYSTEM, including replacement of all anode plate covers with aluminum covers and gasket. Contractor shall seal all insulator holes with non-corrosive insert	2,100.00	2,100.00	1,900.00	1,900.00	4,000.00	4,000.00	3,000.00	3,000.00	28,800.00	28,800.00
B-14	40	MH	Materials, equipment, labor and superintendence and incidental work to perform welding repairs, surface repairs and general repair work as deemed necessary	100.00	4,000.00	100.00	4,000.00	125.00	5,000.00	250.00	10,000.00	90.00	3,600.00
B-15	100	TU	Materials, equipment, labor and superintendence and incidental work to perform caulking (Sika-flex 1A) work as deemed necessary	30.00	3,000.00	10.00	1,000.00	65.00	6,500.00	50.00	5,000.00	30.00	3,000.00
B-16	2	EA	For Painting a "City of Temple" Logo on the exterior of the tank bowl with hydroflon	4,000.00	8,000.00	5,200.00	10,400.00	6,000.00	12,000.00	8,000.00	16,000.00	5,000.00	10,000.00
B-17	100%	LS	For Video Taping Project Site Before the Start of Construction on the Project	400.00	400.00	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
PART B AMOUNT - (Items B-1 - B-17)				\$ 719,200.00		\$ 769,300.00		\$ 834,800.00		\$ 831,000.00		\$ 990,000.00	

ALTERNATIVE													
Alt-1	100%	LS	Cost associated with alternate completion dates, requiring Airport Tank fully complete on or before May 1, 2015. Rehabilitation of Range Road Tank shall commence on or before April 1, 2015 and shall be fully complete on or before June 15, 2015. If rehabilitation of Range Road Tank does not commence on or before April 1, contractor shall remobilize on or after October 1, 2015 and be fully complete by February 1, 2016.	\$ -	\$ -	\$ -	\$ -	\$ (12,000.00)	\$ (12,000.00)	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
ALTERNATE BID AMOUNT - (Item Alt-1)				\$ -		\$ -		\$ (12,000.00)		\$ 40,000.00		\$ -	


BID SUMMARY													
BASE BID PART A: AIRPORT TANK				\$ 871,150.00		\$ 911,400.00		\$ 987,100.00		\$ 1,098,500.00		\$ 1,390,000.00	
BASE BID PART B: RANGE ROAD				\$ 719,200.00		\$ 769,300.00		\$ 834,800.00		\$ 831,000.00		\$ 990,000.00	
BASE BID A + PART B TOTAL				\$ 1,590,350.00		\$ 1,680,700.00		\$ 1,821,900.00		\$ 1,929,500.00		\$ 2,380,000.00	

ALTERNATE BID	\$ 0.00	\$ 0.00	\$ -12,000.00	\$ 40,000.00	\$ 0.00
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ALTERNATE BID TOTAL (Part A + Part B + Alternate)	\$ 1,590,350.00	\$ 1,680,700.00	\$ 1,809,900.00	\$ 1,969,500.00	\$ 2,380,000.00
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Did Bidder Acknowledge Addendum No. 1?	YES	YES	YES	YES	YES
Did Bidder Acknowledge Addendum No. 2?	YES	YES	YES	YES	YES
Did Bidder provide Bid Security?	YES	YES	YES	YES	YES
Did Bidder provide bond affidavit?	YES	YES	YES	YES	YES
Did Bidder credit check authorization?	YES	YES	YES	YES	YES

I hereby certify that this is a correct & true tabulation of all bids received


Ginger R. Tolbert, PE
Kasberg, Patrick & Associates, LP

12/9/14
Date



* Unit amount extended incorrectly.
** Total amount has been corrected.

RESOLUTION NO. 2014-7572-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, REJECTING A LOW BID FROM UTILITY SERVICE CO., INC., OF PERRY, GEORGIA, AND AUTHORIZING A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, A&M CONSTRUCTION & UTILITIES, INC., OF ROWLETT, TEXAS, FOR THE REHABILITATION OF THE AIRPORT AND RANGE ROAD ELEVATED STORAGE TANKS, IN AN AMOUNT NOT TO EXCEED \$1,231,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City owns and operates the Airport elevated storage tank, at Draughon-Miller Central Texas Regional Airport, and the Range elevated storage tank, located in northwest Temple at Range Road;

Whereas, these tanks serve the 785' and 920' pressure planes - both tanks require full rehabilitation and recoating to comply with TCEQ regulations;

Whereas, on December 8, 2014, the City received ten (10) bids for the rehabilitation project and the lowest bid was received from Utility Service Co., Inc. ("USC") -the City has contracted with USC twice for projects of this type and in both instances staff felt that USC failed to comply with the terms of the contract;

Whereas, upon completion of both projects, the City's project manager recommended not to award subsequent contracts to USC - for this reason, and the importance of having elevated storage capacity offline for no longer than absolutely necessary, staff determines USC not to be a responsible bidder and recommends rejecting its bid;

Whereas, the lowest responsible bidder was A&M Construction & Utilities, Inc. ("AMC"), of Rowlett, Texas - AMC recently contracted with the City for a similar rehabilitation project and achieved timely substantial completion;

Whereas, staff finds AMC to be the lowest responsible bidder and recommends awarding the construction contract for rehabilitation of the Airport and Range Road elevated storage tanks to AMC, in an amount not to exceed \$1,231,000;

Whereas, funding is available for this construction contract in Account No. 520-5900-535-6522, Project No. 101198; 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 rejects the low bid from Utility Service Co., Inc. and authorizes the City Manager, or his designee, to execute a construction contract with A&M Construction & Utilities, Inc, of Rowlett, Texas s, after approval as to form by the City Attorney, for the rehabilitation of the Airport and Range Road elevated storage tanks in an amount not to exceed \$1,231,000.

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 **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(G)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of CitizenServe code enforcement software from Online Solutions, LLC of Tempe, Arizona in the amount of \$29,500.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has been using a solution called Naviline for Code Enforcement for the past eight years but the software, while it has served its purpose, is an older technology that has not been efficient in processing code enforcement transactions for the inspectors and citizens.

To streamline the entire code enforcement process for our employees and customers we are proposing replacing this aging technology with a product called Citizenserve. The Citizenserve product will provide more efficient workflow, enterprise project management, integrated code enforcement and interfaces with our current GIS system. This code enforcement software completely automates the process of opening cases, scheduling inspections, recording violations and coordinating resolutions, property ownership, inspection results, photos, notices, violations and notes become an electronic record of each case. It is also a fully mobile solution that gives our code enforcement officers complete remote access to code enforcement data in the field.

Citizenserve was one of three companies that we reviewed and based on price, function and capability, Citizenserve was selected. Citizenserve was the only company, of the three, that could completely integrate all of the city's GIS layers and information. Citizenserve also has a related product called Request Tracker which would eliminate the need for redundant entries of code enforcement cases by staff.

This is a hosted service on the web and as such a yearly subscription cost must be paid. There are also one-time professional service costs related to implementation data migration.

FISCAL IMPACT: A budget adjustment is presented for Council approval to appropriate Technology Funds to account 351-1900-519-62-21, Project # 101267 in the amount of \$29,500 for the purchase of the 1st year subscription and one-time professional services.

ATTACHMENTS:

[Agreement](#)
[Budget Adjustment](#)
[Resolution](#)



Order Form

Account Name: City of Temple, Texas

Contact Information:

Kellie Brown
Project Manager
City of Temple
2 North Main Street
Temple, TX 76501
Email: kjbrown@templetx.gov
Phone: (254) 298-5200

Billing Information:

Kellie Brown
Project Manager
City of Temple
2 North Main Street
Temple, TX 76501
Email: kjbrown@templetx.gov
Phone: (254) 298-5200

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 1/1/2015
Service Term Ends: 12/31/2015

Initial Components Selected:

- ✓ Code Enforcement
- Permitting
- Planning and Zoning
- Business Licensing
- Request Tracking

Fees:

10 User Subscriptions	\$125.00 per named user per month	\$15,000.00
Setup, Training and Implementation	\$600 per named user	\$6,000.00
Data Migration – NaviLine Code Data		\$3,500.00
Custom Property/ESRI Integration		\$5,000.00

Total 1st Year Fees (due upon contract signing)	\$29,500.00
Each Additional Year Fees	\$15,000.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature

Jim Garvey

Print or Type Name of Signatory

12/9/2014

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Customer:

Authorized Signature

Print or Type Name of Signatory

Execution Date

Address:
City of Temple
2 North Main Street
Temple, TX 76501



RESOLUTION NO. 2014-7573-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SUBSCRIPTION AND A ONE-TIME PROFESSIONAL SERVICES AGREEMENT FOR CODE ENFORCEMENT SOFTWARE FROM ONLINE SOLUTIONS, LLC OF TEMPE, ARIZONA, IN THE AMOUNT OF \$29,500; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has been using the Naviline software solution for Code Enforcement for the past eight years - this software has served its purpose but it is an older technology that has not been efficient in processing code enforcement transactions for the inspectors and citizens;

Whereas, to streamline the entire code enforcement process for our employees and customers, staff recommends replacing this aging technology with Citizenserve - the Citizenserve software will provide more efficient workflow, enterprise project management, integrated code enforcement, the ability to interface with the City's current GIS system and a fully mobile solution that will give our code enforcement officers complete remote access to code enforcement data while in the field;

Whereas, staff reviewed three companies and based on price, function and capability, CitizenServe was the only company that could completely integrate all of the City's GIS layers and information;

Whereas, funds are available for this purchase but an Amendment to the fiscal year 2015 budget needs to be approved to transfer the funds to Account No. 351-1900-519-6221, Project No. 101267; 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 a subscription and a one-time professional services agreement for code enforcement software from Online Solutions of Tempe, Arizona, in the amount of \$29,500.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

Part 3: The City Council authorizes an amendment to the fiscal year 2015 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

Part 4: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(H)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Damon Boniface, Utility Director
Sam Weed, Fleet Services Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of one (1) Cat 420F C4SX Backhoe Loader from Holt Cat of Dallas, through the BuyBoard local government online purchasing cooperative in the amount of \$88,003.

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

ITEM SUMMARY: Currently the Public Works Sewer Collection Division has one (1) backhoe in their fleet of four (4) that has been identified for routine replacement by the Director of Fleet Services in the annual vehicle replacement review. This backhoe is used daily in the repair and maintenance of the Sewer Collection system. The backhoe that will be purchased will replace an existing 13 year old machine.

BuyBoard prices were reviewed and verified. References have been checked and staff finds them to be a responsible vendor. All purchases through the BuyBoard meeting the Texas governmental competitive bid requirements.

FISCAL IMPACT: Purchasing of one (1) Backhoe was approved in the FY 2015. Funding in the amount of \$92,500 is available in accounts 520-5451-535-62-20 & 520-5420-535-62-20, project #101218.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7574-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A CAT 420F C4SX BACKHOE LOADER FROM HOLT CAT OF DALLAS, TEXAS, IN THE AMOUNT OF \$88,003 AND UTILIZING THE BUYBOARD LOCAL GOVERNMENT ONLINE PURCHASING COOPERATIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Public Works Sewer Collection Division has four backhoes in its fleet and one of those has been identified for routine replacement - this backhoe is used daily in the repair and maintenance of the sewer collection system and will replace an existing 13 year old backhoe;

Whereas, staff has checked references of Holt Cat of Dallas, Texas, and finds them to be a responsible vendor - all purchases through the BuyBoard local purchasing cooperative meet the Texas governmental competitive bid requirements;

Whereas, funds are available for this purchase in Account No. 520-5451-535-10-3120-551-6222, Project No. 101255; 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 a Cat 420F C3SX backhoe loader from Holt Cat of Dallas, Texas, in the amount of \$88,003 and utilizing a BuyBoard local purchasing cooperative contract.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Damon B. Boniface, Utility Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing an agreement with Wachs Valve and Hydrant Services, LLC, of Buffalo Grove, Illinois, for water system leak detection services in the estimated amount of \$68,770.

STAFF RECOMMENDATION: Adopt resolution as presented in the item description

ITEM SUMMARY: The City currently has nearly 600 miles of transmission and distribution lines, providing potable water to residential, commercial, and industrial customers within Temple. In an effort to bolster water loss management and identify and repair leaks within the system, proposals were solicited for water distribution system acoustic leak detection services.

On December 4, 2014, three (3) proposals were received for the required services: Wachs Valve & Hydrant Services, LLC of Buffalo Grove ('Wachs'), Illinois (proposed cost, \$299/mile); Matchpoint, Inc. of Wilmington, North Carolina (proposed cost, \$295/mile); and SAMCO Leak Detection Service, Inc. of Austin (proposed cost, \$550/mile). A 4-member proposal evaluation committee reviewed and evaluated the three (3) proposals. It is the committee's recommendation to award the agreement to Wachs Valve and Hydrant Services, LLC.

The FY2015 request for leak detection is for approximately 230 miles of transmission and distribution lines, with the said work targeting waterlines in addition to service connections, fire hydrants, and air release valves ranging from 20 - 40 years of age. Assuming Wachs performs services for 230 miles, the cost will be \$68,770. Final deliverables include a written report with photos, Global Positioning System (GPS) leak identifications, and recommendations for improvements gained by work performance.

It is anticipated that the work associated with this agreement will be completed by the end of March 2015. The contract will allow for four (4) additional one-year renewals if agreeable by the City and Wachs.

FISCAL IMPACT: Funds are budgeted and available in account 520-5252-535-26-23. This expense was approved as part of the FY 15 Budget. Current funding of \$69,913.73 is available in the account.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7575-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT WITH WACHS VALVE AND HYDRANT SERVICES, LLC, OF BUFFALO GROVE, ILLINOIS, FOR WATER SYSTEM LEAK DETECTION SERVICES, IN THE ESTIMATED AMOUNT OF \$68,770; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently has approximately 600 miles of transmission and distribution lines which provide potable water to residential, commercial, and industrial customers within Temple - in an effort to bolster water loss management and identify and repair leaks within the system, proposals were solicited for water distribution system acoustic leak detection services;

Whereas, the request for leak detection is for approximately 230 miles of transmission and distribution lines targeting waterlines in addition to service connections, fire hydrants, and air release valves ranging from 20 - 40 years of age;

Whereas, on December 4, 2014, three (3) proposals were received for the required services - a committee reviewed and evaluated the proposals and recommends award of the agreement to Wachs Valve and Hydrant Services, LLC of Buffalo Grove, Illinois, in the estimated amount of \$68,770;

Whereas, funding for this agreement is available in Account No: 520-5252-535-2623;

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute an agreement with Wachs Valve and Hydrant Services, LLC of Buffalo Grove, Illinois, after approval as to form by the City Attorney, for water system leak detection services, in the estimated amount of \$68,770.

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

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #3(J)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of a records management systems upgrade from Intergraph Corporation, of Madison, Alabama in the amount of \$495,000.

STAFF RECOMMENDATION: Adopt Resolution as presented in item description.

ITEM SUMMARY: The Police and Fire Departments currently use Records Management Software (I-Leads RMS) from Intergraph Corporation in helping the City to conduct management of Public Safety records and analysis, this software has been in use by the City since 1999 when we became part of Bell County Communications and includes the following components:

- Arrests, warrants, citations, evidence, calls for service, computer aided dispatch interfaces, field contacts, incidents, traffic accident, investigations, photo id, juvenile, field reporting, crime reporting, and I-mobile.

Bell County Communications has started moving to the newest web-based computer aided dispatch and records management systems which in turn requires to the City of Temple to move forward to ensure future communications between Bell County Communications and City of Temple Records Management Systems.

Intergraph will provide the following services and software to the city:

- I/LEAD Server license and WebRMS Records Management Systems
- Upgrade to I/Informer for WebRMS
- BiDirect for inPURSUIT WebRMS, inPURSUIT CAGIS Server, inPURSUIT CAGIS Clients, EdgeFrontier, Intergraph WebRMS connect for EdgeFrontier
- One year maintenance
- Project Management Services
- Installation
- Database Conversion for all data excluding Temple Custom fields

- Implementation
- Training
- Interface Upgrades
- Configuration
- Functional Testing
- On-site professional services

Intergraph Public Safety is the owner and sole provider of software for the Intergraph WebRMS Software.

FISCAL IMPACT: This software upgrade purchase was included as part of FY 15 Budget. The Information Technology Department currently has funds available in account 110-1952-519-62-21, project 101188, in the amount of \$495,000 for the purchase of the WebRMS Upgrade and associated services.

ATTACHMENTS:

[Agreement](#)
[Resolution](#)

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into on this ____ day of _____, 2014 (the "Agreement"), by and between by and between **CITY OF TEMPLE, TEXAS**, a Texas home-rule municipality ("Temple"), and **INTERGRAPH** ("Intergraph" and collectively with Temple hereinafter referred to as the "Parties").

WITNESSETH

WHEREAS, Temple is a licensee of software owned, developed, and maintained by Intergraph;

WHEREAS, Temple desires Intergraph to provide it additional Deliverables and Maintenance Services;

WHEREAS, the additional Deliverables to be provided by Intergraph to Temple will be set forth in multiple Orders; and

WHEREAS, the Parties desire to enter this Agreement to govern each Order;

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, Intergraph and Temple agree as follows:

1. **Definitions.**

- 1.1 **"Affiliate"** shall mean any corporate entity that is wholly owned by Intergraph or Intergraph's parent company, Hexagon AB.
- 1.2 **"Confidential Information"** shall include all information, including the identity of the Party disclosing and all information, regardless of the form in which it is communicated or maintained, or whether or not the information has been marked as "confidential" or "proprietary," disclosed by the disclosing Party (whether disclosed orally or in written, printed or electronic form), which contains or otherwise reflects information concerning the disclosing Party, including without limitation all financial data, business practices, business metrics, recruiting practices, employee lists and personnel information, operating and other data, reports, forecasts, services and product information, technical, strategic and customer information, all software programs and other proprietary intellectual property of the disclosing Party. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public, (ii) was within the receiving Party's possession prior to its being furnished by the disclosing Party, provided that the source of such information was not bound by a confidentiality agreement or other confidentiality obligation to the disclosing Party, (iii) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, provided that such source is not bound by a confidentiality agreement or other confidentiality obligation to the disclosing Party,

or (iv) is independently developed by the receiving Party without breaching any of its obligations hereunder.

- 1.3 **“Deliverables”** includes all Services, Maintenance Services, Software, hardware, and other products delivered or to be delivered by Intergraph to Temple pursuant to this Agreement.
- 1.4 **“Fixed Price Project Assignment”** shall mean Intergraph will provide the Deliverables for a fixed price. For Fixed Price Project Assignments, Intergraph has based its pricing for Deliverables on the draft schedule in the applicable SOW. In the event Temple causes delays in the completion of the Fixed Project Assignment, Intergraph may be entitled to an equitable adjustment to pricing and schedule.
- 1.5 **“Hours Worked”** shall mean Time and Material billable hours spent performing Services for Temple.
- 1.6 **“Intergraph IP”** shall mean Intergraph developed, created, or prepared Software, software object and source code, proprietary methodologies, logos, trademarks, copyrighted materials, patented and patentable materials, templates, printed materials, and online, digital, or electronic documentation
- 1.7 **“Maintenance Services”** shall mean the Services to maintain the Software and other Deliverables licensed to Temple identified in the Quote for Maintenance Services. Exhibit D shall govern Orders for Maintenance Services.
- 1.8 **“Order”** shall mean an individual contract, which shall consist of an SOW and a Quote, that is governed by this Agreement under which the Parties shall perform their obligations.
- 1.9 **“Quote”** shall mean a document prepared by Intergraph reflecting prices for Services, Maintenance Services, and/or Deliverables.
- 1.10 **“Purchase Order” or “PO”** shall mean the form used to order the Services or Deliverables contemplated herein.
- 1.11 **“Services”** shall mean the work, services, projects, assignments, or tasks Intergraph shall perform pursuant to an Order, as specifically set forth in the SOWs.
- 1.12 **“Software”** shall mean the software owned or licensed by Intergraph that is licensed to Temple.
- 1.13 **“SOW”** shall mean a statement of work, which shall govern the certain terms described in the Agreement and the scope of work being provided in the respective Order.
- 1.14 **“Subsystem”** shall mean an Intergraph software and hardware solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Intergraph’s computer aided dispatch system (“CAD”), records

management system (“RMS”), field based reporting (“FBR”), and mobile for public safety (“MPS”) are examples of a Subsystem.

- 1.15 **“Term”** shall mean the duration of performance under this Agreement as set forth in section 5. (An Order that is executed prior to the expiration of the term of this Agreement shall be governed by this Agreement even if the Term expires during the performance of the Order.)
- 1.16 **“Time and Materials Project Assignment”** shall mean Intergraph will perform work on the stated Deliverables set forth in an Order on an hourly basis until Deliverables are either completed or the authorized hours are exhausted, whichever comes first. Intergraph shall have no obligation to work beyond the number of hours authorized by Temple. Intergraph shall invoice Temple for hours actually worked and reimbursable expenses in accordance with Exhibit B. If more than the authorized number of hours are required, Intergraph will notify Temple as soon as Intergraph becomes aware of the need, and at that time, Temple may (a) terminate the subject Order by paying for the hours expended to date and any necessary time to wind down the project, (b) continue with the work up to the authorized hours of work, or (c) exercise the formal change control process to amend or change the Order to authorize additional work. Any Time and Material Project Assignment shall also be governed by Exhibit B except as it is inconsistent with the terms set forth herein.

2. **Scope of Work.**

- 2.1 **Orders.** Each Order will include a Quote, which shall identify the type of project assignment and the price for the Services and Deliverables included in the Order, and an SOW that is mutually agreeable. From time to time, Temple may request from Intergraph or Intergraph may provide Temple a draft Quote and/or SOW for Deliverables, Services, or Maintenance Services, as applicable. Except for Orders for Maintenance Services, once the Parties mutually agree upon contents of the Quote and the SOW, the Parties shall execute the SOW, which shall represent agreement for that entire Order to include the applicable Quote. For Maintenance Services, an Order for Maintenance will become effective once Temple executes the mutually agreeable Quote. Orders for Maintenance Services shall commence on the date specified in the Order regardless of whether Temple has issued a PO or notice to commence work. Except for Maintenance Services, upon mutual execution of the Order, Temple will issue a PO or a notice to commence work. Intergraph shall not commence work on the Order until it receives from Temple a PO or notice to commence work.
- 2.2 **Scope of Work.** For Fixed Price Project Assignments, the Quote shall set forth the price of the Deliverables to be performed under that Order. For Time and Materials Project Assignments, the Quote shall set forth the number of hours allocated for each grade of Intergraph employee employed on the project and the hourly rate for each grade. Each Order is to be separately executed by both Parties and when so executed shall be made pursuant to this Agreement. In

agreeing to an Order, the Parties shall determine a mutually agreeable schedule for providing the Deliverables.

- 2.3 ***Change Control.*** During the course of Intergraph's performance under the SOW, either Party may request a change in the scope of the SOW in writing, delivered to the other Party's project manager. Any changes in price, schedule, or other terms will be documented either by an amendment, change order, or a replacement of the SOW in question. No change, as contemplated in this paragraph, shall become effective until agreed to by both Parties in a mutually executed writing.
- 2.4 ***Acceptance.*** Acceptance will occur when the Deliverables in an SOW meet the agreed upon tests or the acceptance criteria described in the SOW or the allocated hours in a Time and Materials Project Assignment have been exhausted. Once Intergraph determines a corresponding milestone has been successfully completed according to the provisions of the applicable SOW, Intergraph shall submit for execution by Temple's project manager a Project Deliverable Sign-off form in substantial conformity with Exhibit A within ten (10) calendar days. Within ten (10) calendar days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone, Temple's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Intergraph, or (ii) provide a written description of all deficiencies to Intergraph. If Temple fails to perform either action identified in the preceding sentence within ten (10) calendar days, or if the Deliverable, including the Software contained therein, is placed into production or utilized in a live environment, then the Deliverable shall be deemed accepted. This section shall not apply to orders for Maintenance Service, which are governed by Exhibit D.

3. **Composition of Agreement.**

- 3.1 ***Composition.*** The Agreement consists of: (1) this Agreement, and any amendments thereto; (2) the Exhibits to this Agreement; (3) and Orders together with any change orders, which may be delivered, prepared, or issued after the Effective Date.

- 3.2 ***Exhibits.*** The following exhibits are attached to this Agreement and made a part hereof:

Exhibit A	Sample Project Deliverable Sign-Off Form
Exhibit B	Terms and Conditions for Basic Consulting Services as amended by Addendum One
Exhibit C	End User License Agreement ("EULA")
Exhibit D	Intergraph's U.S. Maintenance Terms and Conditions for Software

- 3.3 ***Order of Precedence.*** In the event of any conflict or inconsistency among documents related to this Agreement, the order of precedence shall be used to determine the resolution of the discrepancy, with the most recently dated document first, unless both parties mutually agree in writing to an alternative decision. The order of precedence for these documents shall be as follows:

1. Any Amendments to this Agreement
2. This Agreement, excluding all exhibits,
3. The exhibits to the Agreement as identified in section 3.2 and modified herein, and
4. Orders, as amended.

4. **Payment.**

- 4.1 ***Invoices.*** For all Fixed Price Project Assignments, Intergraph shall invoice Temple for all work performed according to the payment milestones set forth in the applicable SOW. For Time and Material Project Assignments, Intergraph shall submit invoices on a monthly basis, or such longer time as determined by Intergraph, for all Hours Worked, the hourly billing rate for each person engaged in providing the Services, travel related expenses, or other reimbursable expenses incurred in performing those types of project assignments. Notwithstanding the foregoing, payment for Maintenance Services shall be governed by the payment provisions set forth in Exhibit D.
- 4.2 ***Payment.*** Temple shall make payment for any invoices issued by Intergraph within thirty (30) calendar days of the date the invoice was issued.
- 4.3 ***Terms of Payment.*** Except for Orders for Maintenance Services, the schedule of payments is set forth in each specific SOW. Payment for Orders for Maintenance Services shall be governed by Exhibit D. Intergraph shall be permitted to invoice Temple and Temple will be obligated to pay Intergraph in accordance with section 2.4 of this Agreement. If Temple does not make timely payment, an interest charge of two percent (2%) per month (or the maximum allowed by law, whichever is less), which shall be compounded each month, will be due on any unpaid amounts.
- 4.4 ***Taxes.*** The purchase price is exclusive of all Federal, State, or Local taxes. Any taxes applied to this sale by a Federal, State, or Local taxing authority will be the responsibility of Temple. If Temple is claiming a tax-exempt status, it must submit the proper documentation to Intergraph evidencing its tax exempt status.

5. **Termination.**

- 5.1 ***Term.*** The Term of this Agreement shall begin on the Effective Date and remain in effect until September 30, 2017 or until the Agreement is earlier terminated pursuant to a section below.
- 5.2 ***Termination for Convenience.*** Except for Orders for Maintenance Services, either Party may terminate this Agreement or an Order in its sole discretion at any time upon providing the other Party with thirty (30) days written notice. Notwithstanding anything to the contrary, the term for Orders for Maintenance Services shall be governed by Exhibit D. In the event of termination under this provision, Temple agrees to pay Intergraph for the pro rata percentage of work

performed based upon the schedule of payments set forth in each SOW, plus the cost of any labor, equipment or materials ordered in good faith prior to notice of termination, which could not be canceled. To the extent a Party exercises its right to terminate a specific Order that termination shall have no effect upon the remaining Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under this Agreement by the termination date. Each Party shall take steps to bring the work to a close and to reduce its expenditures to a minimum.

5.3 Termination for Cause. Either Party may terminate this Agreement or a specific Order, as the case may be, in the event either Party materially breaches a material term of this Agreement or any Order.

5.3.1 In the event a Party has materially breached an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment, which can be immediately suspended and subsequently terminated after providing Temple thirty (30) calendar days cure period. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order. In the event an Order is terminated for cause, Intergraph shall be entitled, and Temple agrees to pay Intergraph, a pro rata percentage of work performed based upon the schedule of payments set forth in the SOW.

5.3.2 In the event a Party has materially breached the Agreement or multiple Orders, the non-breaching Party may terminate the Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment, which can be grounds for immediately suspending all work under the Agreement and subsequently terminating said Agreement after providing Temple thirty (30) calendar days cure period. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Agreement. Notwithstanding the foregoing, a material breach due to non-payment, would allow Intergraph to immediately terminate the affected Order and/or the Agreement. In the event the Agreement is terminated for cause, Intergraph shall be entitled to payment for Deliverables and Services rendered on all ongoing Orders up to the termination date. If the Agreement is terminated pursuant to this paragraph, by the termination date, Intergraph will stop all work pursuant to any Orders arising under this Agreement. In the event the Agreement is terminated for cause, Intergraph shall be entitled,

and Temple agrees to pay Intergraph, a pro rata percentage of work performed based upon the schedule of payments set forth in each SOW.

5.3.3 In the event Temple terminates pursuant to section 5.3 an Order for the procurement and/or implementation of a Subsystem(s) then, Intergraph will be liable to Temple for any excess costs for the Deliverables terminated and re-procured by Temple; however, the actual costs of such procurement must be commercially reasonable and the excess cost shall not exceed (10%) of the price of the Deliverables terminated.

5.3.4 Temple may not exercise its rights under section 5.3 if Intergraph's material breach of the terms and conditions of the Agreement is caused or partially caused by Temple's negligence or failure to perform its obligations. In such an instance, Temple will be limited to terminating this Agreement pursuant to section 5.1.

6. **Software License.**

6.1 ***License.*** Temple acknowledges Intergraph will retain ownership and title of Intergraph owned Software, any interfaces, modifications, or enhancements to Intergraph owned Software, and any other Intergraph IP made at any time while providing Deliverables pursuant to this Agreement and all Orders governed by this Agreement. All Intergraph IP provided under this Agreement is licensed to Temple in accordance with Exhibit C except as it is inconsistent with and modified by the terms set forth herein. Third party software is licensed to Temple pursuant to the software license agreement delivered with the third party software product.

6.2 ***Disclaimer.*** Any commercial off-the-shelf product information Intergraph has shared with Temple during the proposal / contract activities to date, was to provide an understanding of Intergraph's current expected direction, roadmap or vision and is subject to change at any time at Intergraph's sole discretion. Intergraph does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Intergraph as part of the Agreement. Temple should not factor any future features, functions or products into its current decisions since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Intergraph.

7. **Warranties.**

7.1 ***Software.*** The Software provided under the Orders is warranted to substantially conform to the user documentation, free from defects in material and workmanship for a period of thirty (30) days from installation. This warranty only applies to Software that is not already covered by a maintenance agreement between Temple and Intergraph.

- 7.2 ***Subsystem Warranty Coverage.*** For, and only for, new Subsystems procured/implemented pursuant to an Order under this Agreement, the warranty coverage shall be set forth in the applicable SOW, which shall be in addition to the warranty coverage set forth in section 7.1.
- 7.3 ***Third-party Warranty Coverage.*** To the extent third-party products are supplied by Intergraph, those products are provided with a pass-thru-warranty from the original manufacturer.
- 7.4 ***Warranty Disclaimer.*** INTERGRAPH DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, EXCEPT THOSE SPECIFICALLY STATED ABOVE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH.
8. **Maintenance.** Orders for Maintenance Services shall be governed by the terms set forth in Exhibit D except as they are specifically inconsistent with the terms set forth herein. Unless expressly stated otherwise, any additional Software or other Deliverables provided by Intergraph under an Order will be subject to the most current Order for Maintenance Services subject to payment by Temple for the additional Maintenance Services as set forth in the applicable Quote.
9. **Limitation of Liability.** In no event shall Intergraph be liable for any indirect, incidental, consequential, special, or punitive damages regardless of the legal theory under which such damages are incurred arising out of or in connection the performance of this Agreement, even if such damages were reasonably foreseeable or this exclusion causes any remedy to fail for its essential purpose. Except for Orders for Maintenance Services, which shall be governed by section 17 of Exhibit D, Intergraph's total liability for any and all damages arising out of or in any way related to this Agreement from any cause shall not exceed the lesser of the contract value of the Order as set forth in the Quote that has given rise to the claim for damages or the value of all amounts paid by Temple to Intergraph under this Agreement within the previous twelve (12) months from the date giving rise to the claim for damages.
- 10 **Indemnification.**
- 10.1 ***General Indemnity.*** Intergraph agrees to defend, indemnify, and hold Temple, including its agents, officers, and employees, harmless against all third party: claims, damages, judgments, penalties, and fines Temple incurs for bodily injury (including death) or loss of or damage to real or personal property caused by Intergraph's negligent acts or omissions in the performance of this Agreement.
- 10.2 ***Patent and Copyright Infringement Indemnity.***

10.2.1 In the event of any proceeding (suit, claim, or action) against Temple arising from allegations that Software furnished by Intergraph (“Infringing Product”) infringes upon a U.S.: (1) patent, (2) copyright, (3) trade secret, or (4) other proprietary right of any third party (“Infringement Claim”), Intergraph will, if such suit does not result from modifications made by Temple, defend Temple, at Intergraph’s expense, provided Temple promptly notifies Intergraph in writing of the allegation. It is not the intention of this Agreement or of anything herein provided to confer a third party beneficiary right of action upon any person and nothing hereinabove or hereinafter set forth shall be construed so as to confer upon any person other than Temple a right of action either under this Agreement or in any manner whatsoever.

10.2.2 If an Infringement Claim occurs, or in Intergraph’s opinion is likely to occur, Intergraph may at its sole option and expense: (a) procure for Temple the right to continue to use the Infringing Product or (b) replace or modify the Infringing Product so that it becomes non-infringing while providing substantially equivalent functionality and performance. If, after commercially reasonable efforts, Intergraph cannot perform the above specified remedies, then Intergraph shall terminate the affected Order(s) and refund amounts paid by Temple for the Infringing Product and related Services under the applicable Order.

10.2.3 Intergraph shall have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Infringing Product with any software, apparatus, or device not furnished or approved for use by Intergraph, (b) the use of any ancillary equipment or software not furnished or approved by Intergraph that is attached to or used in connection with the Infringing Product, (c) a modification of the infringing Product by a party other than Intergraph, (d) use of the Infringing Product in a manner for which the Product was not designed or that is inconsistent with the terms of the Agreement, (e) or the failure of Temple to install an enhancement release to the Software that is intended to correct the claimed infringement.

10.2.4 Section 10.2 provides the sole and exclusive remedies of Temple and Intergraph’s entire liability in the event of an Infringement Claim. Temple has no right to recover and Intergraph has no obligation to provide any other or further remedies, whether under another provision of the Agreement or any other legal theory or principle in connection with an Infringement Claim.

10.3 ***Mechanics for Indemnification.*** The indemnification obligations stated in this section are conditioned upon the following: (1) Temple shall give Intergraph immediate notice of the claim or Infringement Claim for which, Temple may be seeking indemnification (collectively “Claim”); (2) Intergraph has sole control of

the defense of the Claim and any negotiations for its settlement or compromise provided Intergraph may not agree to any settlement that involves injunctive or equitable relief affecting Temple or an admission of liability by Temple without first obtaining its written consent, which shall be reasonably given; (3) Temple shall cooperate with Intergraph in its defense of any Claim; (4) the Claim is not the result of the negligence of willful misconduct of Temple; and (5) Temple may participate in the defense of the Claim at its own expense.

11. **Insurance.**

11.1 ***Certificate of Insurance.*** Intergraph shall deliver to Temple within twenty (20) business days of the Effective Date a certificate of insurance, which Intergraph is required to maintain hereunder. The certificate of insurance will show the proper name and address of Temple and reflect the minimum coverage limits set forth in section 11.2. This insurance provision shall supersede and replace any other existing insurance related obligations on the part of Intergraph to Temple.

11.2 ***Coverage Limits.*** Intergraph shall obtain and maintain in full force and effect during all times from the execution of this Agreement until termination the following insurance policies with the minimum coverage limits set forth below:

Worker's compensation	State Statutory
Commercial General Liability Insurance	\$1,000,000 per occurrence
Automobile Liability Insurance	\$1,000,000 per occurrence
Excess or Umbrella Coverage	\$2,000,000

12. **Dispute Resolution.**

12.1 ***Resolution Protocol.*** The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement or Order made pursuant to this Agreement ("Dispute") in accordance with the provisions set forth in this Section 12. If either party disputes any provision of this Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other party under this Agreement, that Party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve the Dispute except for Disputes for non-payment. If such dispute is not resolved by the employees responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall be permitted to deliver to the first level of representatives below a written statement ("Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved. A copy of the Dispute Notice shall also be directed to the non-Disputing Party employee identified in section 13. Receipt by the first level of representatives of a Dispute Notice shall commence the dispute resolution process and a time period within which the respective representatives must exercise their best effort to resolve the dispute. If the respective representatives do not resolve

the dispute within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.

Escalation Timetable

<u>Calendar Days</u>	<u>Intergraph Representative</u>	<u>Temple Representative</u>
0 to 7 th	Project Manager	Project Manager
8 th to 14 th	Vice President for Project Operations	_____
15 th to 21 st	Vice President and General Mgr. for Public Safety	_____

- 12.2 ***Mediation.*** To the extent a dispute is not resolved through the process outlined in section 12.1 and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the dispute. Within sixty (60) calendar days, of the issuance of the Dispute Notice, or such longer period that is mutually agreeable to the parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the dispute. If after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing party with a list of five (5) proposed mediators. The non-disputing shall have five (5) business days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section 12.3. Subject to the mediator's availability, the Parties agree to mediate the dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) business days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.
- 12.3 ***Forum.*** Except for disputes for non-payment, only after the Parties have endeavored to resolve the dispute through the processes outlined in sections 12.1 and 12.2 may a Party commence litigation to resolve the dispute. All legal or

equitable disputes between the Parties which may arise from this Agreement, including all Orders, shall be subject only to the jurisdiction of the state courts of Dallas County, Texas and the United States District Court for the Northern District of Texas, and the appellate courts to which appeals can be taken from those courts. All parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine.

12.4 ***Injunctive Relief.*** Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth in sections 12.1 and 12.2 apply to a court identified in section 12.3 for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13. **Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

:

For Intergraph:

Victor S. Vasile
19 Interpro Road
Madison, Alabama 35758

Additional Information:

Telephone: (256) 730-1516
Facsimile: (256) 730-2899
Email: victor.vasile@intergraph.com

For Temple:

Additional Information:

Telephone:_____
Facsimile:_____
Email:_____

Intergraph intends to relocate to a new facility in or about November 2014 at which time its address shall be 305 Intergraph Way, Madison, Alabama 35758. Beginning November 1, 2014, all communications directed to Intergraph shall be sent to the foregoing address.

14. **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, acts of God, acts of civil or military authority, labor disruption, civil disturbance, or any other cause beyond its reasonable control.
16. **Place of Performance.** To the extent necessary, Temple agrees to provide appropriate work space and work place accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access to Intergraph personnel to perform work on an SOW. To the extent work is performed remotely, Temple must provide VPN or secured remote connectivity (including a log-on and password) to all servers and workstations requiring installation/configuration by Intergraph.
17. **Amendments.** Any and all amendments to this Agreement shall specifically reference the fact the amendment is intended to alter the terms and conditions set forth herein. No Order or change order to an SOW shall affect the terms and conditions set forth herein.
18. **Confidential Information.** The Parties agree not to disclose Confidential Information provided to it by the disclosing party to the maximum extent allowable under applicable law unless it first obtains the disclosing party's written consent to such disclosure. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Agreement by the non-disclosing party and the disclosing party may be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.
19. **Assignment.** Neither party shall assign, sublet, or transfer all or any portion of the Agreement, nor any interest in the Agreement, without the express written consent of the non-assigning party, which consent may be granted or withheld in the sole discretion of the non-assigning party. Notwithstanding the foregoing, Intergraph may assign its rights and obligations under the Agreement, without the approval of Temple to: (1) an Affiliate or (2) another corporation in connection with a merger, consolidation, or reorganization of Intergraph or any of its subsidiaries.
20. **Miscellaneous.**
- 21.1 **Authority.** Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by this Agreement and all Orders arising from this Agreement.
- 21.2 **Survival.** The rights and obligations in section 6 titled "Software License" including Exhibit C, Exhibit D, section 9 titled "Limitation of Liability," section

12 titled “Dispute Resolution,” and section 18 titled “Confidential Information,” shall survive and continue after expiration or termination of the Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Agreement, the provisions of the Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

- 21.3 **Waiver.** The waiver by either Party of any of its rights or remedies in enforcing any action or breach under this Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.
- 21.4 **Severability.** If any provision of this Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.
- 21.5 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same document. A signature delivered by facsimile or via an email containing a scanned, executed Agreement shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.
- 21.6 **Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.
- 21.7 **Governing Law.** This Agreement shall be interpreted under the laws of the State of Texas, which shall apply to all legal or equitable disputes. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply to this Agreement, and the Parties expressly agree not to be governed by the Uniform Computer Information Transactions Act or similar laws.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. This Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to the products, product features, future product enhancements, product functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless so done in writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Temple’s PO or any other terms and conditions of a Temple PO that may conflict in any way with the terms and conditions of this

Agreement shall be void, even if issued subsequent to the Effective Date, and shall not be deemed to constitute a change to this Agreement.

In Witness Whereof, the Parties have entered into the Agreement as of the date stated herein:

CITY OF TEMPLE, TEXAS

INTERGRAPH CORPORATION

By: _____

Name: _____

Its: _____

BY: Jennifer Williams

Title: Director_____

APPROVED AS TO FORM

By: _____

CITY ATTORNEY'S OFFICE

RESOLUTION NO. 2014-7576-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A RECORDS MANAGEMENT SYSTEM UPGRADE THROUGH INTERGRAPH CORPORATION OF MADISON, ALABAMA, IN THE AMOUNT OF \$495,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Police and Fire Departments have used Records Management Software (I-Leads RMS) from Intergraph Corporation since 1999 – this software helps the City manage public safety records;

Whereas, Bell County Communications has started moving to the newest web-based computer aided dispatch and records management systems which in turn requires the City of Temple to move forward to ensure future communications between Bell County Communications and City of Temple Records Management Systems;

Whereas, Intergraph Public Safety is the owner and sole provider of software for the Intergraph WebRMS software and staff recommends Council authorize the purchase of this software upgrade through Intergraph Corporation of Madison, Alabama, in the amount of \$495,000;

Whereas, this software purchase upgrade was included as part of the fiscal year 2015 budget, and funds are available for this purchase in Account No. 110-1952-519-6221, Project No. 101188; 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 a records management system upgrade through Intergraph Corporation, Madison, Alabama in the amount of \$495,000.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with JRSA Engineering, Inc., for design, bidding, and construction administration required to provide a supervisory control and data acquisition (SCADA) system for the Doshier Farm Wastewater Treatment Plant in an amount not to exceed \$71,790.

STAFF RECOMMENDATION: Adopt resolution as resented in item description.

ITEM SUMMARY: The existing SCADA system at Doshier is antiquated and unreliable to the extent that repairs are not feasible. This project will provide a SCADA system that will enable proper control and monitoring of the treatment processes and communication with the main influent lift station, Williamson Creek Lift Station. This project will also standardize SCADA equipment and software to match what is in use at other City treatment facilities to help reduce future repair and maintenance cost.

A proposal is attached. Consultant services recommended under this professional agreement include the following not-to-exceed lump sum amounts:

Final Design and Construction Documents	\$ 58,910.00
Bid Phase Services	\$ 1,890.00
Construction Administration	\$ <u>10,990.00</u>
TOTAL	\$ <u>71,790.00</u>

The timeline for design is three months. Construction of the project is estimated at approximately \$345,000 (base scope) to \$530,000 (includes additional starters and detectors).

FISCAL IMPACT: Currently, funding in the amount of \$300,000 is available in account 561-5500-535-6944, project 100992, to fund the agreement JRSA Engineering, Inc. in the amount of \$71,790.

ATTACHMENTS:

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

JRSA ENGINEERING, INC.

CONSULTING ELECTRICAL ENGINEERS

6101 West Courtyard Dr., Bldg. 1, Suite 200 ■ Austin, Texas 78730
V 512.452.8789

December 8, 2014

James Billeck, P.E.
City of Temple
Department of Public Works
3210 E Avenue H
Temple, Texas 76501

Re: Proposal for Engineering Services
Doshier Wastewater Treatment Plant
SCADA System Improvements

Dear Mr. Billeck:

JRSA Engineering, Inc. proposes to provide the Design Phase engineering services necessary to bid the Doshier Plant SCADA System improvements projects, for a lump sum fee of \$58,910.00. In addition to providing one electronic/pdf set of drawings and specifications, our services will include the following:

- Preliminary meetings with City of Temple and BRA to discuss project scope (completed 07/16/14 & 10/23/14).
- Site visit to examine existing equipment and SCADA system (completed 11/20/14).
- Design upgrades to the existing SCADA system, including:
 - Installing a PLC at each MCC location to collect data from existing and proposed equipment and instrumentation throughout the plant.
 - Installing a new Master Station with HMI.
 - Ensuring existing data points are visible and recordable on the HMI.
 - Providing a redundant fiber loop through all PLCs and HMI, reusing existing conduit if permitted.
- Create and provide an opinion of probable costs.
- Submit one preliminary design review to the City of Temple and BRA.
- Provide final submission with preliminary design review comment responses.

In addition to Design Phase services, we can also provide Bid Phase and Construction Phase services, at an hourly rate, not to exceed the following:

- Bid Phase: \$1,890.00
- Construction Phase: \$10,990.00

Bid Phase services will include answering Contractor questions, attending and chairing the Pre-Bid Conference, and issuing addendum items, if necessary.

Construction Phase services will include attending and chairing the Pre-Construction Conference reviewing submittals and O&M manuals, responding to RFI's, attending bi-monthly

JRSA ENGINEERING, INC.

CONSULTING ELECTRICAL ENGINEERS

6101 West Courtyard Dr., Bldg. 1, Suite 200 ■ Austin, Texas 78730
V 512.452.8789

construction meetings, preparing interim and final punch lists, attending the start-up and preparing record drawings.

Our hourly rates are as follows:

- Project Manager: \$130.00
- Engineer: \$110.00
- Designer: \$100.00
- Drafting: \$60.00
- Clerical: \$60.00

A detailed outline of our fee calculation can be found on the attached document.

Design Phase services can be completed within a three month time frame, which will begin as soon as we have received a signed proposal and any requested documentation and/or drawings. Our design will be completed using AutoCAD 2015. We request, at minimum, notification of two weeks prior to any submittal deadlines.

Please note that changes in the overall scope of the project, from what is stated here in this proposal, or any additional requirements to our existing general and professional liability insurance may result in an increase in our fee.

Invoices for our services will be issued on monthly basis. Payment for all invoices is due within 30 days.

Thank you for your consideration. If you agree with the terms of this proposal, please sign in the space allocated below and return one signed copy to us. We look forward to working with you on this project.

Yours Truly,

JRSA Engineering, INC.

Accepted By: _____
For: City of Temple



Elizabeth Segner-Zarate, P.E.
President

RESOLUTION NO. 2014-7577-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JRSA ENGINEERING, INC., OF AUSTIN, TEXAS, FOR THE DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION REQUIRED TO PROVIDE A SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR THE DOSHIER FARM WASTEWATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED \$71,790; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the existing Supervisory Control and Data Acquisition System (SCADA) at Doshier Wastewater Treatment Plant is antiquated and unreliable to the extent that repairs are not feasible - this project will provide a SCADA system that will enable proper control and monitoring of the treatment processes and communication with the main influent lift station, Williamson Creek Lift Station;

Whereas, the purchase of this system will also standardize SCADA equipment and software to match what is in use at other City treatment facilities and will help reduce future repair and maintenance costs;

Whereas, funding for this professional services agreement is available in Account No. 561-5500-535-6944, Project No. 100992; 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 JRSA Engineering, Inc., of Austin, Texas, after approval as to form by the City Attorney, for the design, bidding and construction administration required to provide a Supervisory Control and Data Acquisition (SCADA) system for the Doshier Farm Wastewater Treatment Plant, in and amount not to exceed \$71,790.

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

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Chuck Ramm, Parks and Recreation Assistant Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one (1) year renewal to a facility user's agreement, with Justice Enterprises of Belton, for the operation of the Lions Park Softball Complex concession stand with a monthly usage fee paid to the City in the amount of \$100 per month.

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

ITEM SUMMARY: On February 16, 2012, Council authorized a 34-month contract with Justice Enterprises of Belton for providing concessionaire services at Lions Park Softball Complex. The current contract expires December 31, 2014.

The proposed concessionaire agreement allows for the contracted concessionaire to have the exclusive right to operate the concession stand at the Lions Park Complex during all events at the Complex and to pay the City \$100 per month for this right. In addition to supervising the concession stand and operating it in accordance with all laws and ordinances, the concessionaire also has the responsibility of turning on and off lights and raising and lowering the flags.

Staff has been pleased with the services provided by Justice Enterprises and finds them to be a very responsive and responsible concessionaire.

The original RFP allowed for two (2) additional one-year extensions to the contract. This will be the first one-year renewal authorized under this agreement, with one year remaining.

FISCAL IMPACT: Revenue will be generated in the amount of \$1,200 per year.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7578-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING A RENEWAL TO A FACILITY USER'S AGREEMENT WITH JUSTICE ENTERPRISES OF BELTON, TEXAS, FOR OPERATION OF THE LIONS PARK SOFTBALL COMPLEX CONCESSION STAND; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on February 16, 2012, Council authorized a 34-month contract with Justice Enterprises of Belton, Texas for concessionaire services at Lions Park Softball Complex – the current contract expires December 31, 2014;

Whereas, the proposed concessionaire agreement allows Justice Enterprises to have the exclusive right to operate the concession stand at the Lions Park Complex during all events and to pay the City \$100 per month;

Whereas, in addition to supervising the concession stand and operating it in accordance with all laws and ordinances, Justice Enterprises has the responsibility of turning the lights on and off and raising and lowering the flags;

Whereas, staff has been pleased with the services provided by Justice Enterprises and finds them to be a very responsive and responsible concessionaire;

Whereas, the original contract allowed for two (2) additional one-year extensions – this will be the first renewal authorized under this agreement, with one year remaining; 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 a one-year renewal to a facility user's agreement with Justice Enterprises of Belton, Texas, after approval as to form by the City Attorney, for operation of Lions Park Softball Complex concession stand.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: SECOND & FINAL READING - Consider adopting an ordinance designating a tract of land consisting of approximately 18.7 acres located at the corner of Wilsonart Drive and Wendland Road as City of Temple Tax Abatement Reinvestment Zone Number 30 for commercial/industrial tax abatement.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description, on second and final reading.

ITEM SUMMARY: The proposed ordinance designates a tract of land consisting of approximately 18.7 acres and described as Tax Abatement Reinvestment Zone Number 30, located at the corner of Wilsonart Drive and Wendland Road, as a commercial/industrial tax abatement reinvestment zone, as depicted in the attached map.

The tract proposed for designation as a tax abatement reinvestment zone will be the location of a packaging manufacturing and processing facility. The designation of a tax abatement reinvestment zone lasts for five years and is a prerequisite for entering into a tax abatement agreement with a future economic development prospect. We anticipate bringing a tax abatement agreement for the improvements for Council's consideration at the December 18 meeting.

FISCAL IMPACT: None at this time.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, DESIGNATING A TRACT OF LAND CONSISTING OF APPROXIMATELY 18.7 ACRES, LOCATED AT THE CORNER OF WILSONART DRIVE AND WENDLAND ROAD, AS CITY OF TEMPLE TAX ABATEMENT REINVESTMENT ZONE NUMBER 30, FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City Council of the City of Temple, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by creation of a reinvestment zone for commercial/industrial tax abatement, as authorized by Section 312.201 of the Texas Tax Code (hereinafter the "Code");

Whereas, the City held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed reinvestment zone;

Whereas, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the ordinance calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

Whereas, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone, and opponents of the reinvestment zone appeared to contest creation of the reinvestment zone.

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

Part 1: The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

Part 2: The City, after conducting such hearings and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

A. That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone;

B. That the boundaries of the reinvestment zone (hereinafter "REINVESTMENT ZONE NUMBER THIRTY") should be a tract of land consisting of approximately 18.7 acres and located at the corner of Wilsonart Drive and Wendland Road, in the City of Temple, Bell County, Texas, as described in the drawing attached as Exhibit "A."



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DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: SECOND & FINAL READING – Consider adopting an ordinance authorizing an amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional tax increment revenue, grant revenues, other revenues, and expenditures for public improvements for years FY 2015-2062.

STAFF RECOMMENDATION: Adopt ordinance as presented in item description on second and final reading.

ITEM SUMMARY: The Reinvestment Zone No. 1 Finance and Project Committees have had several meetings to discuss the revenue estimates and 2022 Master Plan Projects. The result of the meetings is recommended changes to the Financing and Project Plans to continue with the execution of the 2022 Master Plan. The planning process involved the allocation of approximately \$57,100,955 in available resources over the next four years. The resources available for allocation are from the combination of added tax increment revenues, savings from completed projects, and reallocation of funding from existing projects. The focus of the proposed amendment is for the fiscal years 2015-2018; however, state law requires a financing and project plan to span the life of the Zone.

At their November 19, 2014, regular meeting, the Reinvestment Zone No. 1 Board approved the recommendation of this amendment.

Below is a summary of the proposed amendment:

Tax Increment Revenues: FY 2015 - Taxable Values were revised to reflect the certified tax roll received from the Bell County Appraisal District. For future years, a 1% growth factor was applied to the FY 2015 base. In addition to the projected growth factor, adjustments were made for expiring tax abatements and future real property expansions. Adjustments were also made for changes to existing future real property improvements/expansions to the applicable years.

Grant Funds: FY 2015 – Added funding in the amount of \$1,320,000 for the following grants:

- Airport - RAMP Grant - \$50,000
- Airport - Texas Department of Aviation Non-Primary Entitlement (NPE) - \$300,000
- Environmental Protection Agency (EPA) Special Appropriation Act Projects (SAAP) Grant - \$970,000

Other Revenues: FY 2015 – Added \$876,775 to recognize reimbursement of developer participation in cost for the extension and improvements to N. Lucius McCelvey.

Contractual Payments [TEDC-Marketing]: FY 2015 – FY 2062 the allocation amount was adjusted to \$200,000 in FY 2015 and remains the same for the subsequent years.

The following projects were funding to align with the 2022 Master Plan:

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In addition to the 2022 Master Plan Projects, funding was allocated for the following projects:

Temple Industrial Park: FY 2015 - Allocated to \$876,775 for the developers portion of cost for the extension and improvements to N. Lucius McCelvey. As noted above, this cost will be reimbursed by the developer.

Synergy Park: FY 2015 – Allocated of \$546,580 to reimburse PANDA for an agreed amount per an economic development agreement for the cost of the improvements to Lorraine Drive.

Downtown: The 5% of estimated increment revenue for general downtown improvements beginning in FY 2015 through 2062 was eliminated. Downtown improvements and projects are identified in the 2022 Master Plan are funded in the line 450.

Airport Park: FY 2015 – Funds were allocated for the project cost of the RAMP grant and the NPE grant. The additional allocation totals \$350,000.

Public Improvements: Beginning in FY 2019 through 2062, the balance of funding for general “non-project specific” improvements is allocated to this line item. The amount was determined based on the remaining funds available after amounts were allocated for operating expenditures, debt service, projects and maintaining an estimated amount of ‘dry powder’ of \$2,000,000.

FISCAL IMPACT: Below is a table summarizing the Source and Use of funds included in the Financing and Project Plans. As noted above the Financing Plan was developed to maintain a minimum of \$2,000,000 each year. FY 2015 Fund Balance exceeds the \$2,000,000 target but is allocated in FY 2016.

Note: The attached Financing and Project plans include \$28,098,528 for amounts carried forward from FY 2014.

ATTACHMENTS:

[Financing Plan](#)

[Summary Financing Plan with Detailed Project Plan](#)

[Summary - Proposed TRZ Master Plan Project Funding \(2015 - 2018\)](#)

[Proposed TRZ Master Plan Project Funding \(2015 - 2018\)](#)

[Budget Adjustment](#)

[Ordinance](#)

FINANCING PLAN
Page 1 of 5

DESCRIPTION												
1	"Taxable Increment"											
1	FUND BALANCE, Begin											
2	Adjustments to Debt Service Reserve											
3	Fund Balance Available for Appropriation											
SOURCES OF FUNDS:												
4	Tax Revenues											
6	Allowance for Uncollected Taxes											
8	Interest Income-Other											
10	Grant Funds											
12	License Fee - Central Texas Railway											
14	Other Revenues											
17	Bond Issue											
20	Total Sources of Funds											
25	TOTAL AVAILABLE FOR APPROPRIATION											
USE OF FUNDS:												
DEBT SERVICE												
27	2009 Bond Refunding											
28	2008 Bond Issue-Taxable (\$10,365 mil)											
29	Debt Service - 2011A Issue (Refunding)											
30	Debt Service - 2012 Issue (Refunding)											
31	Debt Service - 2013 Issue (\$25,260 mil)											
35	Paying Agent Services											
40	Subtotal-Debt Service											
OPERATING EXPENDITURES												
50	Prof Svcs/Proj Mgmt											
52	Legal/Audit											
54	Zone Park Maintenance [mowing, utilities, botanical supplies]											
55	Zone Park Maintenance [maintenance]											
56	Rail Maintenance											
58	Road/Signage Maintenance											
60	Contractual Payments [TEDC - Marketing]											
62	TISD-Reimbursement [per contract]											
65	Subtotal-Operating Expenditures											
70	TOTAL DEBT & OPERATING EXPENDITURES											
80	Funds Available for Projects											
PROJECTS												
150	Temple Industrial Park											
200	Corporate Campus Park											
250	Bioscience Park											
400	Synergy Park											
450	Downtown											
500	TMED											
510	Airport Park											
610	Public Improvements											
Subtotal-Projects												
TOTAL USE OF FUNDS												
700	FUND BALANCE, End											
T-192 # 1 (TIF)/Financing & Project Plans/Financing & Project Plan 11-19-14												

City of Temple, Texas
TIF Reinvestment Zone #1 Financing Plan
Financing Plan - 11/19/14 to Zone Board

	DESCRIPTION	2023 41	2024 42	2025 43	2026 44	2027 45	2028 46	2029 47	2030 48	2031 49	2032 50
1	"Taxable Increment"										
2	FUND BALANCE, Begin	\$ 470,263,381	\$ 487,225,606	\$ 502,549,920	\$ 537,931,299	\$ 632,466,025	\$ 643,399,384	\$ 630,860,901	\$ 619,145,657	\$ 608,214,453	\$ 598,030,071
3	Fund Balance Available for Appropriation	\$ 2,655,093	\$ 2,639,474	\$ 2,449,143	\$ 2,626,160	\$ 2,290,424	\$ 2,463,636	\$ 2,586,390	\$ 2,584,636	\$ 2,671,617	\$ 2,773,119
SOURCES OF FUNDS:											
4	Tax Revenues	18,222,149	18,144,315	18,326,110	19,240,269	19,156,987	18,903,892	18,474,381	18,167,509	17,882,150	17,617,288
6	Allowance for Uncollected Taxes	(273,332)	(272,169)	(274,882)	(288,604)	(287,355)	(282,057)	(277,116)	(272,513)	(268,232)	(264,259)
8	Interest Income-Other	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10	Grant Funds	-	-	-	-	-	-	-	-	-	-
12	License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14	Other Revenues	-	-	-	-	-	-	-	-	-	-
17	Bond Issue	-	-	-	-	-	-	-	-	-	-
20	Total Sources of Funds	\$ 17,994,817	\$ 17,918,150	\$ 18,097,218	\$ 18,997,665	\$ 18,915,632	\$ 18,567,775	\$ 18,243,265	\$ 17,940,996	\$ 17,659,918	\$ 17,399,029
25	TOTAL AVAILABLE FOR APPROPRIATION	\$ 20,649,909	\$ 20,557,625	\$ 20,546,361	\$ 21,623,825	\$ 21,206,056	\$ 21,031,410	\$ 20,829,656	\$ 20,525,632	\$ 20,331,534	\$ 20,172,148
USE OF FUNDS:											
DEBT SERVICE											
27	2009 Bond Refunding	-	-	-	-	-	-	-	-	-	-
28	2008 Bond Issue-Taxable (\$10,365 mil)	-	-	-	-	-	-	-	-	-	-
29	Debt Service - 2011A Issue (Refunding)	-	-	-	-	-	-	-	-	-	-
30	Debt Service - 2012 Issue (Refunding)	-	-	-	-	-	-	-	-	-	-
31	Debt Service - 2013 Issue (\$25,260 mil)	-	-	-	-	-	-	-	-	-	-
35	Paying Agent Services	2,030,094	2,026,694	2,038,413	2,051,613	2,059,113	2,061,713	2,061,713	2,069,113	2,073,513	2,084,913
40	Subtotal-Debt Service	\$ 2,030,094	\$ 2,026,694	\$ 2,038,413	\$ 2,051,613	\$ 2,059,113	\$ 2,061,713	\$ 2,061,713	\$ 2,069,113	\$ 2,073,513	\$ 2,084,913
OPERATING EXPENDITURES											
50	Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52	Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54	Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
55	Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
56	Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58	Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60	Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62	TISD-Reimbursement [per contract]	28,941	30,388	30,388	30,388	31,907	31,907	31,907	33,502	33,502	33,502
65	Subtotal-Operating Expenditures	\$ 780,341	\$ 781,788	\$ 781,788	\$ 781,788	\$ 783,307	\$ 783,307	\$ 783,307	\$ 784,902	\$ 784,902	\$ 784,902
70	TOTAL DEBT & OPERATING EXPENDITURES	\$ 2,810,435	\$ 2,808,482	\$ 2,820,201	\$ 2,833,401	\$ 2,842,420	\$ 2,845,020	\$ 2,845,020	\$ 2,854,015	\$ 2,858,415	\$ 2,869,815
80	Funds Available for Projects	\$ 17,839,474	\$ 17,748,143	\$ 17,726,160	\$ 18,790,424	\$ 18,363,636	\$ 18,186,390	\$ 17,984,636	\$ 17,671,617	\$ 17,473,119	\$ 17,302,333
PROJECTS											
150	Temple Industrial Park	-	-	-	-	-	-	-	-	-	-
200	Corporate Campus Park	-	-	-	-	-	-	-	-	-	-
250	Blossence Park	-	-	-	-	-	-	-	-	-	-
400	Synergy Park	-	-	-	-	-	-	-	-	-	-
450	Downtown	-	-	-	-	-	-	-	-	-	-
500	TIMED	-	-	-	-	-	-	-	-	-	-
510	Airport Park	-	-	-	-	-	-	-	-	-	-
610	Public Improvements	15,200,000	15,300,000	15,100,000	16,500,000	15,900,000	15,600,000	15,400,000	15,000,000	14,700,000	14,700,000
Subtotal-Projects											
TOTAL USE OF FUNDS											
FUND BALANCE, End											
		\$ 18,010,435	\$ 18,108,482	\$ 17,920,201	\$ 19,333,401	\$ 18,742,420	\$ 18,445,020	\$ 18,245,020	\$ 17,854,015	\$ 17,558,415	\$ 17,569,815
		\$ 2,639,474	\$ 2,449,143	\$ 2,626,160	\$ 2,290,424	\$ 2,463,636	\$ 2,586,390	\$ 2,584,636	\$ 2,671,617	\$ 2,773,119	\$ 2,602,333

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FINANCING PLAN

	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
	61	62	63	64	65	66	67	68	69	70
1	"Taxable Increment"									
2	FUND BALANCE, Begin									
3	Adjustments to Debt Service Reserve									
4	Fund Balance Available for Appropriation									
5	\$ 526,355,470	\$ 522,829,243	\$ 519,707,242	\$ 516,971,536	\$ 514,605,112	\$ 512,591,831	\$ 510,916,383	\$ 509,564,250	\$ 508,521,660	\$ 507,776,555
6	\$ 2,285,259	\$ 2,272,570	\$ 2,193,265	\$ 2,054,492	\$ 2,367,168	\$ 2,139,789	\$ 2,178,349	\$ 2,192,774	\$ 2,190,523	\$ 2,176,500
7	\$ 2,285,259	\$ 2,272,570	\$ 2,193,265	\$ 2,054,492	\$ 2,367,168	\$ 2,139,789	\$ 2,178,349	\$ 2,192,774	\$ 2,190,523	\$ 2,176,500
8	SOURCES OF FUNDS:									
9	13,435,059	13,367,327	13,309,020	13,259,730	13,219,065	13,186,656	13,162,153	13,145,223	13,135,551	13,132,898
10	(201,526)	(200,510)	(199,635)	(198,896)	(198,286)	(197,800)	(197,432)	(197,178)	(196,993)	(196,933)
11	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
12	-	-	-	-	-	-	-	-	-	-
13	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14	-	-	-	-	-	-	-	-	-	-
15	-	-	-	-	-	-	-	-	-	-
16	-	-	-	-	-	-	-	-	-	-
17	-	-	-	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-	-	-
19	\$ 13,279,553	\$ 13,212,817	\$ 13,155,385	\$ 13,106,834	\$ 13,066,779	\$ 13,034,866	\$ 13,010,721	\$ 12,994,045	\$ 12,984,518	\$ 12,981,845
20	\$ 13,279,553	\$ 13,212,817	\$ 13,155,385	\$ 13,106,834	\$ 13,066,779	\$ 13,034,866	\$ 13,010,721	\$ 12,994,045	\$ 12,984,518	\$ 12,981,845
21	\$ 15,564,792	\$ 15,485,387	\$ 15,348,650	\$ 15,161,326	\$ 15,433,947	\$ 15,174,645	\$ 15,189,070	\$ 15,186,819	\$ 15,175,040	\$ 15,156,345
22	\$ 15,564,792	\$ 15,485,387	\$ 15,348,650	\$ 15,161,326	\$ 15,433,947	\$ 15,174,645	\$ 15,189,070	\$ 15,186,819	\$ 15,175,040	\$ 15,156,345
23	TOTAL AVAILABLE FOR APPROPRIATION									
24	USE OF FUNDS:									
25	DEBT SERVICE									
26	2009 Bond Refunding	-	-	-	-	-	-	-	-	-
27	2008 Bond Issue-Taxable (\$10.365 mil)	-	-	-	-	-	-	-	-	-
28	Debt Service - 2011A Issue (Refunding)	-	-	-	-	-	-	-	-	-
29	Debt Service - 2012 Issue (Refunding)	-	-	-	-	-	-	-	-	-
30	Debt Service - 2013 Issue (\$25.260 mil)	-	-	-	-	-	-	-	-	-
31	Paying Agent Services	-	-	-	-	-	-	-	-	-
32	Subtotal-Debt Service	-	-	-	-	-	-	-	-	-
33	OPERATING EXPENDITURES									
34	Prof Svcs/Prod Mgmt	175,100	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
35	Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
36	Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
37	Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
38	Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
39	Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
40	Contractual Payments (TEDC - Marketing)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
41	TISD-Reimbursement [per contract]	40,722	40,722	42,758	42,758	42,758	44,896	44,896	47,141	47,141
42	Subtotal-Operating Expenditures	792,222	792,122	794,158	794,158	794,158	796,296	796,296	798,541	798,541
43	TOTAL DEBT & OPERATING EXPENDITURES	\$ 792,222	\$ 792,122	\$ 794,158	\$ 794,158	\$ 794,158	\$ 796,296	\$ 796,296	\$ 798,541	\$ 798,541
44	\$ 14,772,570	\$ 14,693,265	\$ 14,554,492	\$ 14,367,168	\$ 14,639,789	\$ 14,378,349	\$ 14,392,774	\$ 14,390,523	\$ 14,376,500	\$ 14,359,804
45	\$ 14,772,570	\$ 14,693,265	\$ 14,554,492	\$ 14,367,168	\$ 14,639,789	\$ 14,378,349	\$ 14,392,774	\$ 14,390,523	\$ 14,376,500	\$ 14,359,804
46	Funds Available for Projects									
47	PROJECTS									
48	Temple Industrial Park	-	-	-	-	-	-	-	-	-
49	Corporate Campus Park	-	-	-	-	-	-	-	-	-
50	Bioscience Park	-	-	-	-	-	-	-	-	-
51	Synergy Park	-	-	-	-	-	-	-	-	-
52	Downtown	-	-	-	-	-	-	-	-	-
53	TMED	-	-	-	-	-	-	-	-	-
54	Airport Park	-	-	-	-	-	-	-	-	-
55	Public Improvements	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,200,000	12,200,000	12,200,000	12,200,000
56	Subtotal-Projects	12,500,000	12,500,000	12,500,000	12,000,000	12,500,000	12,200,000	12,200,000	12,200,000	12,200,000
57	TOTAL USE OF FUNDS	\$ 13,282,222	\$ 13,292,122	\$ 13,294,158	\$ 12,794,158	\$ 13,294,158	\$ 12,996,296	\$ 12,996,296	\$ 12,988,541	\$ 12,988,541
58	FUND BALANCE, End	\$ 2,272,570	\$ 2,193,265	\$ 2,054,492	\$ 2,367,168	\$ 2,139,789	\$ 2,178,349	\$ 2,192,774	\$ 2,176,500	\$ 2,159,804
59	T-192 # 1 (TIF)/Financing & Project Plans/Financing & Project Plan 11-19-14									

FINANCING PLAN
Page 5 of 5

DESCRIPTION												
1	"Taxable Increment"											
1	FUND BALANCE, Begin											
2	Adjustments to Debt Service Reserve											
3	Fund Balance Available for Appropriation											
SOURCES OF FUNDS:												
4	Tax Revenues											
6	Allowance for Uncollected Taxes											
8	Interest Income-Other											
10	Grant Funds											
12	License Fee - Central Texas Railway											
14	Other Revenues											
17	Bond Issue											
20	Total Sources of Funds											
25	TOTAL AVAILABLE FOR APPROPRIATION											
USE OF FUNDS:												
DEBT SERVICE												
27	2009 Bond Refunding											
28	2008 Bond Issue-Taxable (\$10,365 mil)											
29	Debt Service - 2011 A Issue (Refunding)											
30	Debt Service - 2012 Issue (Refunding)											
31	Debt Service - 2013 Issue (\$25,260 mil)											
35	Paying Agent Services											
40	Subtotal-Debt Service											
OPERATING EXPENDITURES												
50	Prof Svcs/Proj Mgmt											
52	Legal/Audit											
54	Zone Park Maintenance [mowing, utilities, botanical supplies]											
55	Zone Park Maintenance [maintenance]											
56	Rail Maintenance											
58	Road/Signage Maintenance											
60	Contractual Payments [TEDC - Marketing]											
62	TISD-Reimbursement [per contract]											
65	Subtotal-Operating Expenditures											
70	TOTAL DEBT & OPERATING EXPENDITURES											
80	Funds Available for Projects											
PROJECTS												
150	Temple Industrial Park											
200	Corporate Campus Park											
250	Bioscience Park											
400	Synergy Park											
450	Downtown											
500	TMED											
510	Airport Park											
610	Public Improvements											
Subtotal-Projects												
TOTAL USE OF FUNDS												
FUND BALANCE, End												
T:192 # 1 (TIF)IFinancing & Project PlansIFinancing & Project Plan 11-19-14												

TIF Reinvestment Zone #1
Summary Financing Plan with Detailed Project Plan
 Project Plan - 11/19/14 - to Zone Board

Project Plan - 11/19/14 - to Zone Board

		(A)	(B)	(C)	(D)	(E)			
SUMMARY FINANCING PLAN									
		2014	2014 Actual	FY 2014 Carry Forwards	2015	2015 to include Carry Forwards	2016	2017	2018
1	Beginning Available Fund Balance, Oct 1	\$ 30,501,761	\$ 30,696,761	\$ -	\$ 3,280,229	\$ 31,378,757	\$ 5,568,889	\$ 2,663,170	\$ 3,185,830
20	Total Sources of Funds	6,205,339	6,396,200	163,000	16,555,686	16,718,686	21,762,204	19,575,151	19,144,195
25	Adjustments to Debt Service Reserve	1,765,643	1,765,643	-	-	-	-	-	-
25	Net Available for Appropriation	36,472,743	38,858,604	163,000	19,835,915	48,097,443	27,331,093	22,238,320	22,330,025
50-52	General Administrative Expenditures	213,838	85,455	27,075	176,200	203,275	176,200	176,300	176,300
54	Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	-	150,000	150,000	150,000	150,000	150,000
55	Zone Park Maintenance [maintenance]	25,000	18,600	-	25,000	25,000	25,000	25,000	25,000
56	Rail Maintenance	211,799	22,055	189,744	100,000	289,744	100,000	100,000	100,000
58	Road/Signage Maintenance	233,077	-	233,077	100,000	333,077	100,000	100,000	100,000
60	Contractual Payments (TEDC - Marketing)	199,650	199,650	-	200,000	200,000	200,000	200,000	200,000
62	TISD-Reimbursement [per contract]	25,000	24,000	-	26,250	26,250	26,250	26,250	27,563
27	Debt Service - 2009 Issue (Refunding)	1,479,969	1,479,969	-	1,499,769	1,499,769	1,508,775	1,510,150	1,488,750
28	Debt Service - 2008 Taxable Issue (\$10.365 mil)	1,240,495	1,240,495	-	1,239,233	1,239,233	1,240,854	1,240,096	1,241,957
29	Debt Service - 2011A Issue (Refunding)	914,900	914,900	-	914,450	914,450	913,550	912,200	908,350
30	Debt Service - 2012 Issue (Refunding)	17,700	17,700	-	17,700	17,700	82,700	76,400	79,600
31	Debt Service - 2013 Issue (\$25.260 mil)	906,910	906,910	-	924,894	924,894	924,894	2,034,894	2,047,694
33	Paying Agent Services	1,200	1,200	-	1,200	1,200	1,200	1,200	1,200
70	Total Debt & Operating Expenditures	5,619,538	5,060,934	449,896	5,374,696	5,824,592	5,449,423	6,552,490	6,546,414
80	Funds Available for Projects	\$ 32,853,205	\$ 33,797,670	\$ (286,896)	\$ 14,461,219	\$ 42,272,851	\$ 21,881,670	\$ 15,685,830	\$ 15,783,612
PROJECT PLAN									
		2014	2014 Actual	FY 2014 Carry Forwards	2015	2015 to include Carry Forwards	2016	2017	2018
TEMPLE INDUSTRIAL PARK:									
100	Northern "Y" Phase I	200,000	-	200,000	-	-	-	-	-
101	Trans-Load Grading (full site) (East)	185,000	-	185,000	-	-	-	-	-
102	North Lucius McCelvey Extension	-	-	-	1,639,275	1,753,550	-	-	-
103	Pepper Creek Main Stem Regional Detention Pond	850,000	-	850,000	-	850,000	-	-	-
104	Research Pkwy (IH 35 to Wendland Ultimate) STAG grant	-	-	-	-	-	1,000,000	-	-
104	Research Pkwy (IH 35 to Wendland Ultimate)	2,705,000	318,180	2,386,820	-	2,386,820	13,532,100	-	-
105	Research Pkwy (Wendland to McLane Pkwy)	5,960,000	219,791	5,740,209	-	2,040,209	-	5,840,000	-
106	Northeast Utilities @ IH 35/Loop 363	-	-	-	-	-	-	-	-
150	Total North Zone/Rail Park (including Enterprise Park)	9,900,000	537,971	9,362,029	1,639,275	7,030,579	14,532,100	5,840,000	-
CORPORATE CAMPUS PARK:									
155	Bioscience Trail Connection to Airport	750,000	22,470	727,530	2,004,900	2,732,430	-	-	-
156	McLane Pkwy/Research Pkwy Connection	704,680	357,660	347,020	3,800,000	4,147,020	-	-	-
157	Research Pkwy (McLane Pkwy to Central Point Pkwy)	1,500,000	160,253	1,339,747	-	1,339,747	-	-	4,363,000
200	Total Corporate Campus Park	2,954,680	540,383	2,414,297	5,804,900	8,219,197	-	-	4,363,000
BIO-SCIENCE PARK:									
204	Pepper Creek Trail Connection to S&W	29,258	25,768	-	-	-	-	-	-
205	Bioscience Park Service Road & Utility Extensions	724,400	-	324,400	-	-	-	-	-
207	Trail Landscaping, Irrigation and Lights	1,750,000	47,178	1,702,822	-	1,702,822	-	-	-
250	Total Bio-Science Park	2,503,658	72,946	2,027,222	-	1,702,822	-	-	-
350	Northwest Loop 363 Improvements (TxDOT commitment)	-	-	-	-	-	-	-	-
SYNERGY PARK:									
351	Lorraine Drive (Southeast Industrial Park) - [\$1.5M total project cost]	22,475	8,500	13,975	88,700	102,675	-	-	-
352	Entry Enhancement	500,000	-	500,000	-	500,000	-	-	-
353	Lorraine Drive/Panda Drive Asphalt	371,400	338,578	32,822	-	32,822	-	-	-
354	Lorraine Drive - Commitment to Panda	-	-	-	564,580	564,580	-	-	-
400	Total Synergy Park	893,875	347,078	546,797	653,280	1,200,077	-	-	-
DOWNTOWN:									
401	Downtown Improvements [1999 Ordinance]	18,761	18,761	-	-	-	-	-	-
402	Rail Safety Zone Study	1,167,172	257,765	909,407	-	909,407	-	-	-
403	Lot Identification & Signage	89,045	89,045	-	-	-	-	-	-
404	Santa Fe Plaza	538,600	-	538,600	1,750,000	2,288,600	261,400	5,350,000	-
405	Downtown Master Plan	125,000	94,336	30,664	-	30,664	-	-	-
406	Intersection Improvements at Central & North 4th Street	-	-	-	150,000	150,000	600,000	-	-
407	MLK Park	-	-	-	190,000	190,000	500,000	1,310,000	-
450	Total Downtown	1,938,578	459,907	1,478,671	2,090,000	3,568,671	1,361,400	6,660,000	-
TMED:									
451	TMED - 1st Street @ Temple College - STEP Grant Match	59,046	55,168	3,878	-	3,878	-	-	-
452	Master Plan Integration 2010	1,550	-	1,550	-	1,550	-	-	-
453	TMED - 1st Street @ Loop 363 Design/Construction - Design only	71,420	17,100	54,320	-	54,320	-	-	-
454	TMED - Friars Creek Trail 5th Street to S&W Blvd. - [\$1.9M total project cost - DOE Grant of \$400K]	195,881	41,625	154,256	-	154,256	-	-	-
455	Avenue R - S&W Blvd, Ave R - 19th Intersections	1,962,640	111,864	1,850,776	-	1,850,776	-	-	-
456	Ave U from S&W Blvd to 1st St & 13th to 17th connector from Ave R to Loop 363	19,122	5,900	13,222	-	13,222	-	-	-
457	South 1st Street Improvements from the Temple College Apartments to Ave O	-	-	-	-	-	-	-	-
458	Loop 363 Frontage Rd (UPRR to 5th TIRZ portion)	6,326,548	106,671	6,219,877	-	6,219,877	-	-	-
459	31st Street/Loop 363 Improvements/Monumentation	520,000	1,155	518,845	1,200,000	1,718,845	-	-	-
460	Ave U TMED Ave. to 1st Street	1,275,000	-	1,275,000	500,000	1,775,000	2,800,000	-	-
461	TMED Master Plan (Health Care Campus)	125,000	-	125,000	-	125,000	-	-	-
462	TMED Master Plan & Thoroughfare Plan	55,000	-	55,000	-	55,000	-	-	-
463	Friars Creek Trail to Ave. R Trail	486,650	12,000	474,650	-	474,650	-	-	-
464	Veteran's Memorial Blvd. Phase II	-	-	-	950,000	950,000	525,000	-	7,850,000
500	Total TMED	11,097,857	351,483	10,746,374	2,650,000	13,396,374	3,325,000	-	7,850,000
AIRPORT PARK:									
501	Gateway Entrance Projects	-	-	-	-	-	-	-	-
502	Airport Corporate Hangar Development/Improvements	25,387	25,387	-	-	-	-	-	-
503	Fuel Farm Loop Roadway	110,000	5,528	104,472	50,000	154,472	-	-	-
504	Airport Terminal Access Enhancement	115,000	6,910	108,090	-	108,090	-	-	-
505	Airport Entry Landscaping & Signage	230,000	19,780	210,220	-	210,220	-	-	-
506	Northwest Airport Parking & Entrance	865,000	51,540	813,460	300,000	1,113,460	-	-	-
507	East Airport Commercial Facility Improvements	-	-	-	-	-	-	-	-
508	Corporate Hangar Phase II	-	-	-	-	-	-	-	-
550	Total Airport Park	1,345,387	109,145	1,236,242	350,000	1,586,242	-	-	-
610	Public Improvements	-	-	-	-	-	-	-	-
Total Planned Project Expenditures		30,634,035	2,418,913	27,811,632	13,187,455	36,703,962	19,218,500	12,500,000	12,213,000
700	Available Fund Balance at Year End	\$ 2,219,170	\$ 31,378,757	\$ (28,098,528)	\$ 1,273,764	\$ 5,568,889	\$ 2,663,170	\$ 3,185,830	\$ 3,570,612

TIF Reinvestment Zone #1
Summary Financing Plan with Detailed Project Plan
Project Plan - 11/19/14 - to Zone Board

SUMMARY FINANCIN				
	2019	2020	2021	2022
1 Beginning Available Fund Balance, Oct 1	\$ 3,570,612	\$ 2,603,071	\$ 2,614,226	\$ 2,615,031
20 Total Sources of Funds	18,680,640	18,254,756	17,845,210	18,069,219
2 Adjustments to Debt Service Reserve	-	-	-	-
25 Net Available for Appropriation	22,251,251	20,857,827	20,459,436	20,684,250
50/52 General Administrative Expenditures	176,300	176,300	176,300	176,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000
55 Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000
56 Rail Maintenance	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000
60 Contractual Payments (TEDC - Marketing)	200,000	200,000	200,000	200,000
62 TISD-Reimbursement [per contract]	27,563	27,563	28,941	28,941
27 Debt Service - 2009 Issue (Refunding)	1,485,000	-	-	-
28 Debt Service - 2008 Taxable Issue (\$10.365 mil)	1,241,173	1,237,744	1,241,670	1,242,422
29 Debt Service - 2011A Issue (Refunding)	915,950	2,497,800	2,497,550	2,494,950
30 Debt Service - 2012 Issue (Refunding)	77,650	80,050	77,250	78,750
31 Debt Service - 2013 Issue (\$25.260 mil)	2,048,344	2,047,944	2,046,494	2,031,494
33 Paying Agent Services	1,200	1,200	1,200	1,200
70 Total Debt & Operating Expenditures	6,548,180	6,643,601	6,644,405	6,629,157
80 Funds Available for Projects	\$ 15,703,071	\$ 14,214,226	\$ 13,815,031	\$ 14,055,093
PROJECT PLA				
	2019	2020	2021	2022
TEMPLE INDUSTRIAL PARK:				
100 Northern "Y" Phase I	-	-	-	-
101 Trans-Load Grading (full site) (East)	-	-	-	-
102 North Lucius McCelvey Extension	-	-	-	-
103 Pepper Creek Main Stem Regional Detention Pond	-	-	-	-
104 Research Pkwy (IH 35 to Wendland Ultimate) STAG grant	-	-	-	-
104 Research Pkwy (IH 35 to Wendland Ultimate)	-	-	-	-
105 Research Pkwy (Wendland to McLane Pkwy)	-	-	-	-
106 Northeast Utilities @ IH 35/Loop 363	-	-	-	-
150 Total North Zone/Rail Park (including Enterprise Park)	-	-	-	-
CORPORATE CAMPUS PARK:				
155 Bioscience Trail Connection to Airport	-	-	-	-
156 McLane Pkwy/Research Pkwy Connection	-	-	-	-
157 Research Pkwy (McLane Pkwy to Central Point Pkwy)	-	-	-	-
200 Total Corporate Campus Park	-	-	-	-
BIOSCIENCE PARK:				
204 Pepper Creek Trail Connection to S&W	-	-	-	-
205 Bioscience Park Service Road & Utility Extensions	-	-	-	-
207 Trail Landscaping, Irrigation and Lights	-	-	-	-
250 Total Bio-Science Park	-	-	-	-
350 Northwest Loop 363 Improvements (TxDOT commitment)	-	-	-	-
SYNERGY PARK:				
351 Lorraine Drive (Southeast Industrial Park) - [\$1.5M total project cost]	-	-	-	-
352 Entry Enhancement	-	-	-	-
353 Lorraine Drive/Panda Drive Asphalt	-	-	-	-
354 Lorraine Drive - Commitment to Panda	-	-	-	-
400 Total Synergy Park	-	-	-	-
DOWNTOWN:				
401 Downtown Improvements [1999 Ordinance]	-	-	-	-
402 Rail Safety Zone Study	-	-	-	-
403 Lot Identification & Signage	-	-	-	-
404 Santa Fe Plaza	-	-	-	-
405 Downtown Master Plan	-	-	-	-
406 Intersection Improvements at Central & North 4th Street	-	-	-	-
407 MLK Park	-	-	-	-
450 Total Downtown	-	-	-	-
TMED:				
451 TMED - 1st Street @ Temple College - STEP Grant Match	-	-	-	-
452 Master Plan Integration 2010	-	-	-	-
453 TMED - 1st Street @ Loop 363 Design/Construction - Design only	-	-	-	-
454 TMED - Friars Creek Trail 5th Street to S&W Blvd. - [\$1.9M total project cost - DOE Grant of \$400K]	-	-	-	-
455 Avenue R - S&W Blvd, Ave R - 19th Intersections	-	-	-	-
456 Ave U from S&W Blvd to 1st St & 13th to 17th connector from Ave R to Loop 363	-	-	-	-
457 South 1st Street Improvements from the Temple College Apartments to Ave O	-	-	-	-
458 Loop 363 Frontage Rd (UPRR to 5th TIRZ portion)	-	-	-	-
459 31st Street/Loop 363 Improvements/Monumentation	-	-	-	-
460 Ave U TMED Ave. to 1st Street	-	-	-	-
461 TMED Master Plan (Health Care Campus)	-	-	-	-
462 TMED Master Plan & Thoroughfare Plan	-	-	-	-
463 Friars Creek Trail to Ave. R Trail	-	-	-	-
464 Veteran's Memorial Blvd. Phase II	-	-	-	-
500 Total TMED	-	-	-	-
AIRPORT PARK:				
501 Gateway Entrance Projects	-	-	-	-
502 Airport Corporate Hangar Development/Improvements	-	-	-	-
503 Fuel Farm Loop Roadway	-	-	-	-
504 Airport Terminal Access Enhancement	-	-	-	-
505 Airport Entry Landscaping & Signage	-	-	-	-
506 Northwest Airport Parking & Entrance	-	-	-	-
507 East Airport Commercial Facility Improvements	-	-	-	-
508 Corporate Hangar Phase II	-	-	-	-
550 Total Airport Park	-	-	-	-
610 Public Improvements	13,100,000	11,600,000	11,200,000	11,400,000
Total Planned Project Expenditures	13,100,000	11,600,000	11,200,000	11,400,000
700 Available Fund Balance at Year End	\$ 2,603,071	\$ 2,614,226	\$ 2,615,031	\$ 2,655,093

PROPOSED TRZ MASTER PLAN PROJECT FUNDING (2015 - 2018)

Available for allocation	\$ 25,361,960	\$ 10,678,637	\$ 16,300,000	\$ 13,000,000	\$ 52,578,637	FY2013-2018 \$ 77,940,597
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2013 Bond Issue		2014	2015	2016	2017	2018	TOTAL
Temple Industrial Park	\$ 4,965,000	\$ 114,275	\$ 762,500	\$ 14,532,100	\$ 5,840,000	\$ -	\$ 26,213,875
Corporate Campus Park	827,600	2,132,400	5,804,900	-	-	4,363,000	13,127,900
Airport Park	170,000	1,150,000	-	-	-	-	1,320,000
Bioscience Park	245,000	1,505,000	-	-	-	-	1,505,000
Downtown	663,600	-	2,090,000	1,361,400	6,660,000	-	10,775,000
TMED	950,000	7,975,000	2,650,000	3,325,000	-	7,850,000	22,750,000
Synergy Park	-	871,400	88,700	-	-	-	960,100
MASTER PLAN PROJECT FUNDING	7,821,200	13,748,075	11,396,100	19,218,500	12,500,000	12,213,000	76,651,875

2013	2014	2015	2016	2017	2018	TOTAL
Favorable (Unfavorable) Balance	3,792,685	(717,463)	(2,918,500)	500,000	387,000	1,043,722
Cumulative Favorable (Unfavorable)	3,792,685	3,075,222	156,722	656,722	1,043,722	

PROPOSED TRZ MASTER PLAN PROJECT FUNDING (2015 - 2018)

Available for allocation		\$ 25,361,960	\$ 10,678,637	\$ 16,300,000	\$ 13,000,000	\$ 12,600,000	\$ 52,578,637	FY2013-2018
								\$ 77,940,597

Temple Industrial Park

		2013 Bond Issue							
Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL	
1	Research Pkwy (IH35 to Wendland At Grade) Design	\$ 1,610,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,610,000	
2	Research Pkwy (IH35 to Wendland Ultimate) ROW	301,364	-	-	-	-	-	301,364	
3	Research Pkwy (IH35 to Wendland At Grade) Grant	793,636	-	-	1,000,000	-	-	1,793,636	
4	Research Pkwy (IH35 to Wendland At Grade) Constr	-	-	-	13,532,100	-	-	13,532,100	
5	Research Pkwy (Wendland to McLane Pkwy) Design	960,000	-	-	-	-	-	960,000	
6	Research Pkwy (Wendland to McLane Pkwy) ROW	1,300,000	-	-	-	-	-	1,300,000	
7	Research Pkwy (Wendland to McLane Pkwy) Constr	-	-	-	-	5,840,000	-	5,840,000	
8	North Lucius McCelvey Ext. (1/2) Design	-	114,275	-	-	-	-	114,275	
9	North Lucius McCelvey Ext. (1/2) Constr	-	-	762,500	-	-	-	762,500	
	SUBTOTAL	4,965,000	114,275	762,500	14,532,100	5,840,000	-	26,213,875	

Corporate Campus Park

Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL	
10	Pepper Creek Trail Hwy 36 to McLane Pkwy Design	93,700	256,300	-	-	-	-	350,000	
11	Pepper Creek Trail Hwy 36 to McLane Pkwy ROW	33,900	-	-	-	-	-	33,900	
12	Pepper Creek Trail Hwy 36 to McLane Pkwy Constr	-	366,100	2,004,900	-	-	-	2,371,000	
13	McLane Pkwy/Research Pkwy Connection Design	-	710,000	-	-	-	-	710,000	
14	McLane Pkwy/Research Pkwy Connection Constr	-	-	3,800,000	-	-	-	3,800,000	
15	Research Pkwy (McLane Pkwy to Cen Pt Pkwy) Design	700,000	-	-	-	-	-	700,000	
16	Research Pkwy (McLane Pkwy to Cen Pt Pkwy) ROW	-	800,000	-	-	-	-	800,000	
17	Research Pkwy (McLane Pkwy to Cen Pt Pkwy) Constr	-	-	-	-	-	4,363,000	4,363,000	
	SUBTOTAL	827,600	2,132,400	5,804,900	-	-	4,363,000	13,127,900	

Airport Park

Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL	
18	Airport Enhancement Projects Design	170,000	-	-	-	-	-	170,000	
19	Airport Enhancement Projects Constr	-	1,150,000	-	-	-	-	1,150,000	
20	East Airport Commercial Facility Improvements	-	-	-	-	-	-	-	
21	Corporate Hangar Phase II	-	-	-	-	-	-	-	
	SUBTOTAL	170,000	1,150,000	-	-	-	-	1,320,000	

Bioscience Park

Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL	
22	Trail Landscaping, Irrigation and Lights Design	245,000	-	-	-	-	-	245,000	
23	Trail Landscaping, Irrigation and Lights Constr	-	1,505,000	-	-	-	-	1,505,000	
	SUBTOTAL	245,000	1,505,000	-	-	-	-	1,505,000	

PROPOSED TRZ MASTER PLAN PROJECT FUNDING (2015 - 2018)

Downtown

Bond Issue		2013 Bond Issue						
Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL
24	Santa Fe Plaza Design	538,600	-	-	261,400	-	-	800,000
25	Santa Fe Plaza ROW	-	-	1,750,000	-	-	-	1,750,000
26	Santa Fe Plaza Constr	-	-	-	-	5,350,000	-	5,350,000
27	Downtown Master Plan ROW	-	-	-	-	-	-	-
28	Downtown Master Plan	125,000	-	-	-	-	-	125,000
29	TISD Administration	-	-	-	-	-	-	-
30	Intersection improvements at Central and N. 4th Street	-	-	150,000	600,000	-	-	750,000
31	MLK Park Design	-	-	190,000	-	-	-	190,000
32	MLK Park ROW	-	-	-	500,000	-	-	500,000
33	MLK Park Constr	-	-	-	-	1,310,000	-	1,310,000
SUBTOTAL		663,600	-	2,090,000	1,361,400	6,660,000	-	10,775,000

TMED

Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL
34	Loop 363 FR (UPRR to 5th TRZ Portion) Design	330,000	-	-	-	-	-	330,000
35	Loop 363 FR (UPRR to 5th TRZ Portion) ROW	120,000	-	-	-	-	-	120,000
36	Loop 363 FR (UPRR to 5th TRZ Portion) Constr	-	6,000,000	-	-	-	-	6,000,000
37	31st Street/Loop 363 Improvements/Monumentation Design	70,000	-	-	-	-	-	70,000
38	31st Street/Loop 363 Improvements/Monumentation Constr	-	450,000	1,200,000	-	-	-	1,650,000
39	Ave U TMED Ave. to 1st Design	175,000	-	-	-	-	-	175,000
40	Ave U TMED Ave. to 1st ROW	-	1,100,000	500,000	-	-	-	1,600,000
41	Ave U TMED Ave. to 1st Constr	-	-	-	2,800,000	-	-	2,800,000
42	TMED Master Plan (Health Care Campus) Design	125,000	-	-	-	-	-	125,000
43	TMED Master Plan & Thoroughfare Plan * Design	55,000	-	-	-	-	-	55,000
44	Friars Creek Trail to Ave. R Trail Design	75,000	-	-	-	-	-	75,000
45	Friars Creek Trail to Ave. R Trail Constr	-	425,000	-	-	-	-	425,000
46	Veteran's Memorial Blvd. Phase II Design	-	-	950,000	-	-	-	950,000
47	Veteran's Memorial Blvd. Phase II ROW	-	-	-	525,000	-	-	525,000
48	Veteran's Memorial Blvd. Phase II Constr	-	-	-	-	-	7,850,000	7,850,000
SUBTOTAL		950,000	7,975,000	2,650,000	3,325,000	-	7,850,000	22,750,000

Synergy Park

Line #	Project Description	2013	2014	2015	2016	2017	2018	TOTAL
49	Entry Enhancement Design	-	75,000	-	-	-	-	75,000
50	Entry Enhancement Constr	-	425,000	-	-	-	-	425,000
51	Lorraine Drive/Panda Drive Service Road Design	-	-	8,700	-	-	-	8,700
52	Lorraine Drive/Panda Drive Service Road Constr	-	371,400	80,000	-	-	-	451,400
SUBTOTAL		-	871,400	88,700	-	-	-	960,100

MASTER PLAN PROJECT FUNDING

		2013	2014	2015	2016	2017	2018	TOTAL
MASTER PLAN PROJECT FUNDING		\$ 7,821,200	\$ 13,748,075	\$ 11,396,100	\$ 19,218,500	\$ 12,500,000	\$ 12,213,000	\$ 76,651,875
Favorable (Unfavorable) Balance			3,792,685	(717,463)	(2,918,500)	500,000	387,000	1,043,722
Cumulative Favorable (Unfavorable)			3,792,685	3,075,222	156,722	656,722	1,043,722	

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1 FINANCING AND PROJECT PLANS TO APPROPRIATE ADDITIONAL TAX INCREMENT REVENUE, GRANT REVENUES, OTHER REVENUES, AND EXPENDITURES FOR PUBLIC IMPROVEMENTS FOR FISCAL YEARS 2015-2062; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; DECLARING FINDINGS OF FACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City Council (the "Council") of the City of Temple, Texas, (the "City") created Reinvestment Zone Number One, City of Temple, Texas (the "Zone") by Ordinance No. 1457 adopted on September 16, 1982;

Whereas, the Council adopted a Project Plan and Reinvestment Zone Financing Plan for the Zone by Ordinance No. 1525 adopted on December 22, 1983, and thereafter amended such plans by Ordinance No. 1664 adopted on June 20, 1985, Ordinance No. 1719 adopted on November 21, 1985, Ordinance No. 1888 adopted on December 21, 1987, Ordinance No. 1945 adopted on October 20, 1988; Ordinance No. 1961 adopted on December 1, 1988; Ordinance No. 2039 adopted on April 19, 1990; Ordinance No. 91-2119 adopted on December 5, 1991; Ordinance No. 92-2138 adopted on April 7, 1992; Ordinance No. 94-2260 adopted on March 3, 1994; Ordinance No. 95-2351 adopted on June 15, 1995; Ordinance No. 98-2542 adopted on February 5, 1998; Ordinance No. 98-2582 adopted on November 19, 1998; Ordinance No. 99-2619 adopted on March 18, 1999; Ordinance No. 99-2629 adopted on May 6, 1999; Ordinance No. 99-2631 adopted on May 20, 1999; Ordinance No. 99-2647 adopted on August 19, 1999; Ordinance No. 99-2678 adopted on December 16, 1999; Ordinance No. 2000-2682 adopted on January 6, 2000; Ordinance No. 2000-2729 adopted on October 19, 2000; Ordinance No. 2001-2772 adopted on June 7, 2001; Ordinance No. 2001-2782 adopted on July 19, 2001; Ordinance No. 2001-2793 adopted on September 20, 2001; Ordinance No. 2001-2807 on November 15, 2001; Ordinance No. 2001-2813 on December 20, 2001; Ordinance No. 2002-2833 on March 21, 2002; Ordinance No. 2002-2838 on April 18, 2002; Ordinance No. 2002-3847 on June 20, 2002; Ordinance No. 2002-3848 on June 20, 2002; Ordinance No. 2002-3868 on October 17, 2002; Ordinance No. 2003- 3888 on February 20, 2003; Ordinance No. 2003-3894 on April 17, 2003; Ordinance No 2003-3926 on September 18, 2003; Ordinance No. 2004-3695 on July 1, 2004; Ordinance No. 2004-3975 on August 19, 2004; Ordinance No. 2004-3981 on September 16, 2004; Ordinance No. 2005-4001 on May 5, 2005; Ordinance No. 2005-4038 on September 15, 2005; Ordinance No. 2006-4051 on January 5, 2006; Ordinance No. 2006-4076 on the 18th day of May, 2006; Ordinance No. 2006-4118; Ordinance No. 2007-4141 on the 19th day of April, 2007; Ordinance No. 2007-4155 on July 19, 2007; Ordinance No. 2007-4172 on the 20th day of September, 2007; Ordinance No. 2007-4173 on October 25, 2007; Ordinance No. 2008-4201 on the 21st day of February, 2008; and Ordinance No. 2008-4217 the 15th day of May, 2008; Ordinance No. 2008-4242 the 21st day of August, 2009; Ordinance No. 2009-4290 on the 16th day of April, 2009; Ordinance No. 2009-4294 on the 21st day of May, 2009; Ordinance No. 2009-4316 on the 17th day of September, 2009; Ordinance No. 2009-4320 on the 15th day of

October, 2009; Ordinance No. 2010-4338 on the 18th day of February, 2010; Ordinance No. 2010-4371 on the 19th day of August, 2010; Ordinance No. 2010-4405 on November 4, 2010; Ordinance No. 2011-4429 on March 17, 2011; Ordinance No. 2011-4455 on July 21, 2011; Ordinance No. 2011-4477 on October 20, 2011; Ordinance No. 2012-4540 on June 21, 2012; and Ordinance No. 2012-4546 on July 19, 2012; Ordinance No. 2012-4554 on September 20, 2012; Ordinance No. 2012-4566 on November 15, 2012; Ordinance No. 2013-4595 on June 20, 2013; Ordinance No. 2014-4665 on May 15, 2014; Ordinance No. 2014-4676 on July 17, 2014; Ordinance No. 2014-4683 on September 18, 2014; Ordinance No. 2014-4695 on December 18, 2014;

Whereas, the Board of Directors of the Zone has adopted an additional amendment to the Reinvestment Zone Financing and Project Plans for the Zone and forwarded such amendment to the Council for appropriate action;

Whereas, the Council finds it necessary to amend the Reinvestment Zone Financing and Project Plans for the Zone to include financial information as hereinafter set forth;

Whereas, the Council finds that it is necessary and convenient to the implementation of the Reinvestment Zone Financing and Project Plans, including the additional amendment, to establish and provide for an economic development program within the meaning of Article III, Section 52-a of the Texas Constitution ("Article III, Section 52-a"), Section 311.010(h) of the Texas Tax Code and Chapter 380 of the Texas Local Government Code to develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone and develop or expand transportation, business and commercial activity in the Zone including programs to make grants and loans of Zone assets or from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone as further determined by the City;

Whereas, the Council further finds that the acquisition of the land and real property assembly costs as described in the additional amendment to the Reinvestment Zone Financing and Project Plans are necessary and convenient to the implementation of the Reinvestment Zone Financing and Project Plans and will help develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone and develop or expand transportation, business and commercial activity in the Zone by providing land for development of future business and commercial activity, attracting additional jobs within the City and attracting additional sales and other taxes within the City;

Whereas, the Council finds that such amendment to the Reinvestment Zone Financing and Project Plans is feasible and conforms to the Comprehensive Plan of the City, and that this action will promote economic development within the City of Temple; and

Whereas, in order to implement certain aspects of the amendment to the Reinvestment Zone Financing and Project Plans, Ordinance No. 99-2646 is hereby amended to remove the limitation that any future Financing Plan dedicate up to 5% of the total revenues of the Zone to improvements in the downtown area;

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

Part 1: Findings. The statements contained in the preamble of this ordinance are true and correct and are adopted as findings of fact hereby.

Part 2: Reinvestment Zone Financing and Project Plans. The amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing Plan, heretofore adopted by the Board of Directors of the Zone and referred to in the preamble of this ordinance, is hereby approved and adopted, as set forth in the Amendments to Reinvestment Zone Number 1, City of Temple, Texas, attached hereto as Exhibits A and B.

Part 3: Plans Effective. The Financing Plan and Project Plans for the Zone heretofore in effect shall remain in full force and effect according to the terms and provisions thereof, except as specifically amended hereby.

Part 4: Copies to Taxing Units. The City Secretary shall provide a copy of the amendment to the Reinvestment Zone Financing and Project Plans to each taxing unit that taxes real property located in the Zone.

Part 5: Economic Development Program. The Council hereby establishes an economic development program for the Zone in accordance with Article III, Section 52-a of the Texas Constitution, Section 311.010(h) of the Texas Tax Code and Chapter 380 of the Texas Local Government Code to develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone and develop or expand transportation, business and commercial activity in the Zone including a program to make grants and loans of Zone assets or from the tax increment fund of the Zone in accordance with the provisions of Article III, Section 52-a, Chapter 311 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code as directed and authorized by the Council. The Council hereby further directs and authorizes the Board of Directors of the Zone to utilize tax increment reinvestment zone bond proceeds to acquire the land and pay other real property assembly costs as set forth in the additional amendment attached hereto to help develop and diversify the economy of the Zone and develop or expand business and commercial activity in the Zone in accordance with Article III, Section 52-a, Chapter 311 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code.

Part 6: Downtown. The Council hereby amends Ordinance No. 99-2646 to remove the limitation that any future Financing Plan dedicate up to 5% of the total revenues of the Zone to improvements in the downtown area.

Part 7: Severability. 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 and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Part 8: Effective Date. 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 9: Open Meetings. 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 Meeting Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **4th** day of **December**, 2014.

PASSED AND APPROVED on Second Reading on the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of property located at 405 West Central Avenue, Temple, Texas 76501 in the amount of \$245,000 and the payment of closing costs in the estimated amount of \$436.18.

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

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On November 19, the Tax Increment Reinvestment Financing Zone #1 Board of Directors approved a recommendation to the City Council to authorize the purchase of property located at 405 West Central Avenue, Temple, Texas, and currently owned by Darrell and Martha Guess. The property is located in close vicinity to the Santa Fe Depot and will be used in future revitalization plans for the area. The purchase price for the property is \$245,000 which Staff believes is reasonable. Closing costs, for which the City will be responsible, are estimated at \$436.18.

FISCAL IMPACT: Funding is available in account 795-9500-531-6870, project 101008, to fund the purchase of the property located at 405 West Central Avenue.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7579-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 405 WEST CENTRAL AVENUE IN THE AMOUNT OF \$245,000, AND AUTHORIZING THE PAYMENT OF CLOSING COSTS IN THE AMOUNT OF \$436.18; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on November 19, 2014, the Tax Increment Reinvestment Financing Zone No. One Board of Directors approved a recommendation to the City Council to authorize the purchase of property located at 405 West Central Avenue, Temple, Texas, and currently owned by Darrell and Martha Guess;

Whereas, the property is located in close vicinity to the Santa Fe Depot and will be used in future revitalization plans for the area - the purchase price for the property is \$245,000 with \$436.18 in closing costs, which staff believes to be reasonable;

Whereas, funding is available for the purchase and closing costs in Account No. 795-9500-531-6870, Project No.101008; 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 405 West Central Avenue in the amount of \$245,000, and closing costs in the amount of \$436.18.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: SECOND READING & FINAL READING - Z-FY-14-39: Consider adopting an ordinance amending Ordinance No. 2005-4025, amended by Ordinance No. 2006-4125, amended by Ordinance No. 2007-4175 and further amended by Ordinance No. 2014-4677 by amending the Planned Development and previous site plan on Lots 1 and 2, Block 1, Adams Island Commercial to allow major vehicle repair.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its November 3, 2014, meeting the Planning and Zoning Commission voted 8/0 to recommend approval of Z-FY-14-39, amending the original Planned Development (Ordinance No. 2005-4025), with the proposed site plan revision and with the addition of major vehicle repair uses. Commissioner Staats was absent.

STAFF RECOMMENDATION: Based on the following, staff recommends amending the original Planned Development by approving the proposed site plan and allowing the addition of Major Vehicle Repair for the following reasons:

1. The proposed addition of major vehicle repair uses for this site complies with the FLUP;
2. The proposed request is compatible with surrounding zoning and uses;
3. The request complies with the Thoroughfare Plan;
4. Public facilities are available to serve the subject property;
5. The Planned Development site plan focuses on tree preservation and overall exceeds the 5% landscaping plan requirements for non-residential development, per the Unified Development Code (UDC).
6. The proposed Planned Development site plan must meet all applicable Unified Development Codes (UDC), Engineering/Drainage, Building Codes, and Fire Codes during the building permit process, regardless of any approved site plan.

ITEM SUMMARY: The applicants request First Reading for this item be delayed until the Planned Development site plan revisions can be finalized for presentation. During the Planning and Zoning Commission meeting staff mentioned the applicant's plan to make additional landscaping changes to the Planned Development site plan prior to City Council. The applicants mentioned relocating trees from the building's rear to an area closer to a proposed sidewalk along Adams Lane.

This Planned Development site plan request is associated with property recently platted as the Final Plat of Adams Island Commercial (P-FY-14-24). The Planning and Zoning Commission approved the plat at its May 15, 2014 meeting with Resolution No. 2014-0261-R. Most recently, the subject property has gone through the platting review process for the Amending Replat of Cornerstone Auto Addition, but has not yet been recorded.

The applicants request amending the existing Planned Development (General Retail) District for this property, approved by Ordinance No. 2005-4025, to allow major vehicle repair and to amend the Planned Development site plan for this portion on the Planned Development, approved by City Council with Ordinance 2014-4677 on July 17, 2014.

The recently approved Planned Development site plan was “conceptual” in nature to aid in marketing the property to prospective buyers. The applicants propose a Cornerstone Automotive business for this site. If approved, the new Planned Development site plan proposal will still be subject to all Unified Development Codes (UDC), Building Codes, Engineering/Drainage, and Fire Codes during the building permit review process.

Although UDC Section 5.1 (Land Use Chart) allows **minor vehicle servicing uses** in the property’s ‘base zoning’ General Retail District (GR), it does not allow **major vehicle repair uses**. Major vehicle repair uses are allowed in the Commercial District (C).

If approved, the requested Planned Development amendment to allow major vehicle repair uses on this property will be subject to the following Major Vehicle Repair standards, per UDC Section 5.3.22:

- A. Vehicle repair must be conducted within a building.
- B. All buildings must be set back a minimum of 20 feet from:
 - a. Residentially zoned or developed property; and
 - b. Public property such as a school or park.
- C. Vehicle parts, wrecked vehicles, commodities, materials and equipment may be stored behind a building in the rear area if screened from public view from any street, residentially developed or zoned property, or adjacent or opposite public property such as a school or park. Such storage may not occupy more than 10 percent of the lot or tract. A solid wooden or masonry fence, a minimum of one foot higher than the stored items, must screen such storage area.
- D. There is no size limit for vehicles being repaired.

The proposed Planned Development site plan complies with the above standards from UDC Section 5.3.22 for major vehicle repair standards. The applicants propose business activities toward West Adams Avenue. The proposed automotive building, as well as trees and landscaping, will buffer the residence on the north side of Adams Lane from proposed major vehicle repair activities.

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 Commercial	PD	Undeveloped Property
North	Suburban Commercial	AG	Residential/Agricultural
South	Suburban Commercial	AG	Major Arterial
East	Suburban Commercial	PD	Undeveloped Property
West	Suburban Commercial	GR	Retail and Office 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)	Yes
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 subject property is within the Suburban Commercial District according to the Comprehensive Plan / Future Land Use Plan (FLUP). The existing Planned Development and requested addition of major vehicle repair is in compliance with the Suburban Commercial FLUP district.

Thoroughfare Plan (CP Map 5.2)

The subject property has frontage along West Adams Avenue, a major arterial. The subject property also fronts Adams Lane, a local street. Proposed business activities will be fronting West Adams Avenue.

Availability of Public Facilities (CP Goal 4.1)

Water is available through existing 6" water lines along Adams Lane. Sewer will be provided through a 10-inch sanitary sewer line along Adams Lane.

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 Monday November 3, 2014 at 5:00 PM, 6 notices were returned in favor of the request and no notices have been received.

The newspaper printed notice of the public hearing on October 23, 2014, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable



ATTACHMENTS:

Site and Surrounding Property Photos
Zoning and Location Map
Future Land Use and Character Map
Thoroughfare Plan and Utility Map Planned
Development Site Plan Exhibits Notification
Map
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	PD	Undeveloped Property	
East	PD	Undeveloped Property	
West	GR	Retail and Office Uses	

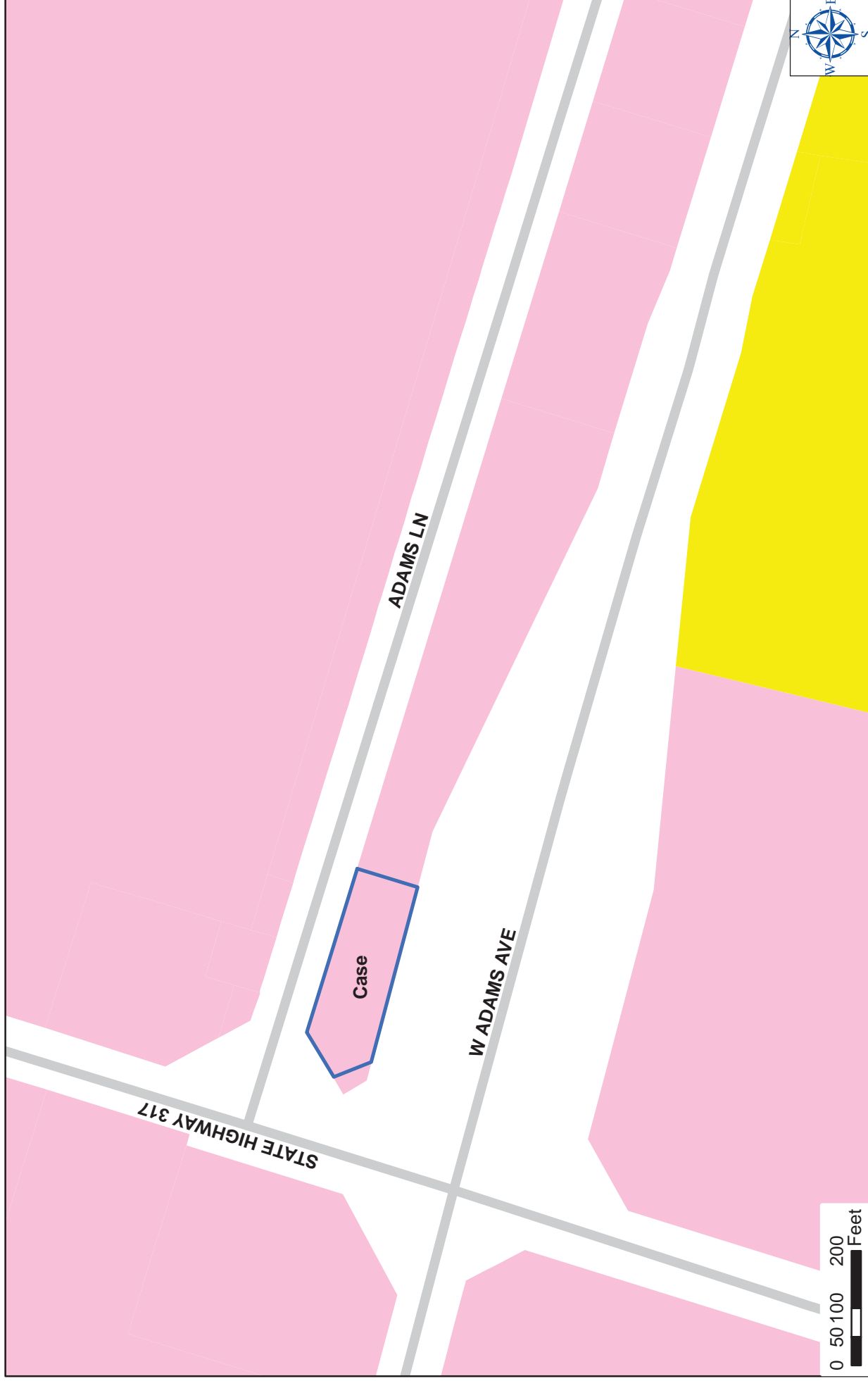
Direction	Zoning	Current Land Use	Photo
South	AG	Major Arterial	
North	AG	Residential / Agricultural	



Lot Number

1234

Subdivision



0 50 100 200 Feet



Future Land Use

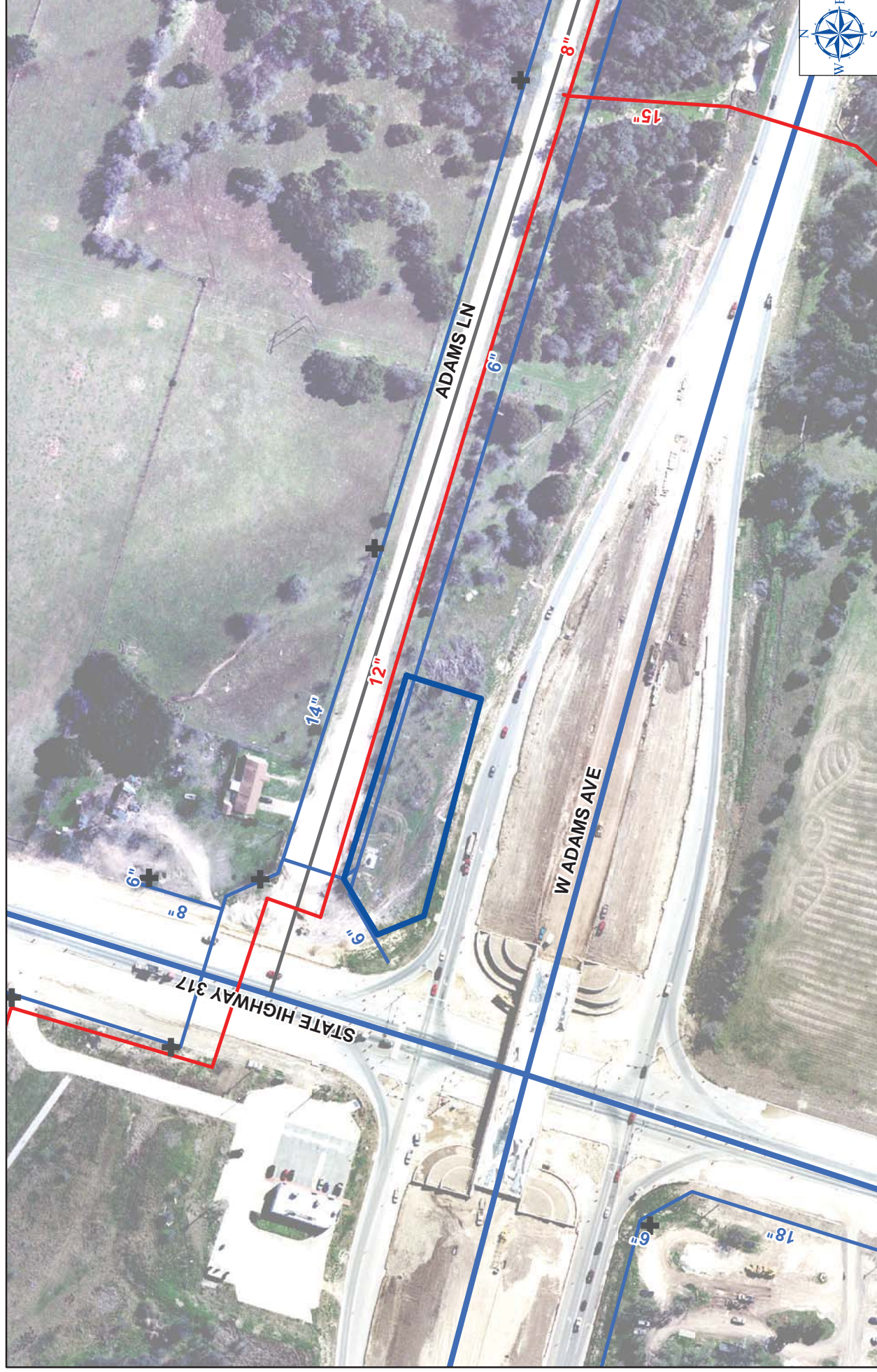
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|---------------------------|-------------------------|-----------------------|-----------------------------------|----------------------|
| Neighborhood Conservation | Auto-Urban Residential | Auto-Urban Commercial | Temple Medical Education District | 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.

10/30/2014
City of Temple GIS



Temple Z-FY-14-39 Planned Development Site Plan Amendment 9224 & 9310 Adams Lane



- | | | | | | | | |
|--|--------------|--|----------------|--|-------------------------|--|-------------------------|
| | Case | | Water Line | | Proposed Major Arterial | | Proposed Minor Arterial |
| | Fire Hydrant | | Expressway | | Proposed K-TUTS | | Collector |
| | Sewer Line | | Major Arterial | | Minor Arterial | | Conceptual Collector |



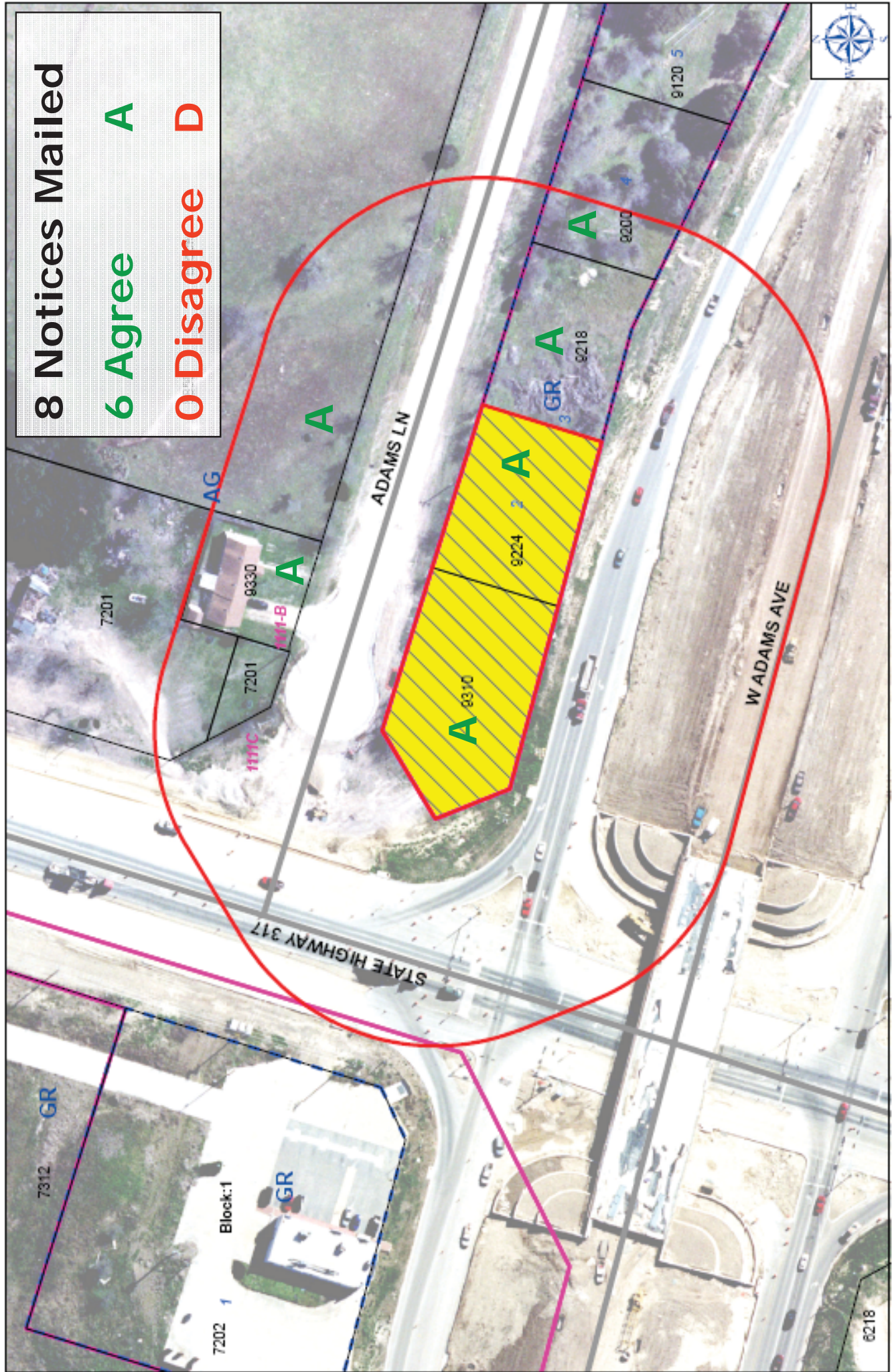
GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate location of property boundaries and other features.



8 Notices Mailed

6 Agree A

0 Disagree D



Case



Zoning

1234-A

Outblock Number

1

Block Number

1

Lot Number

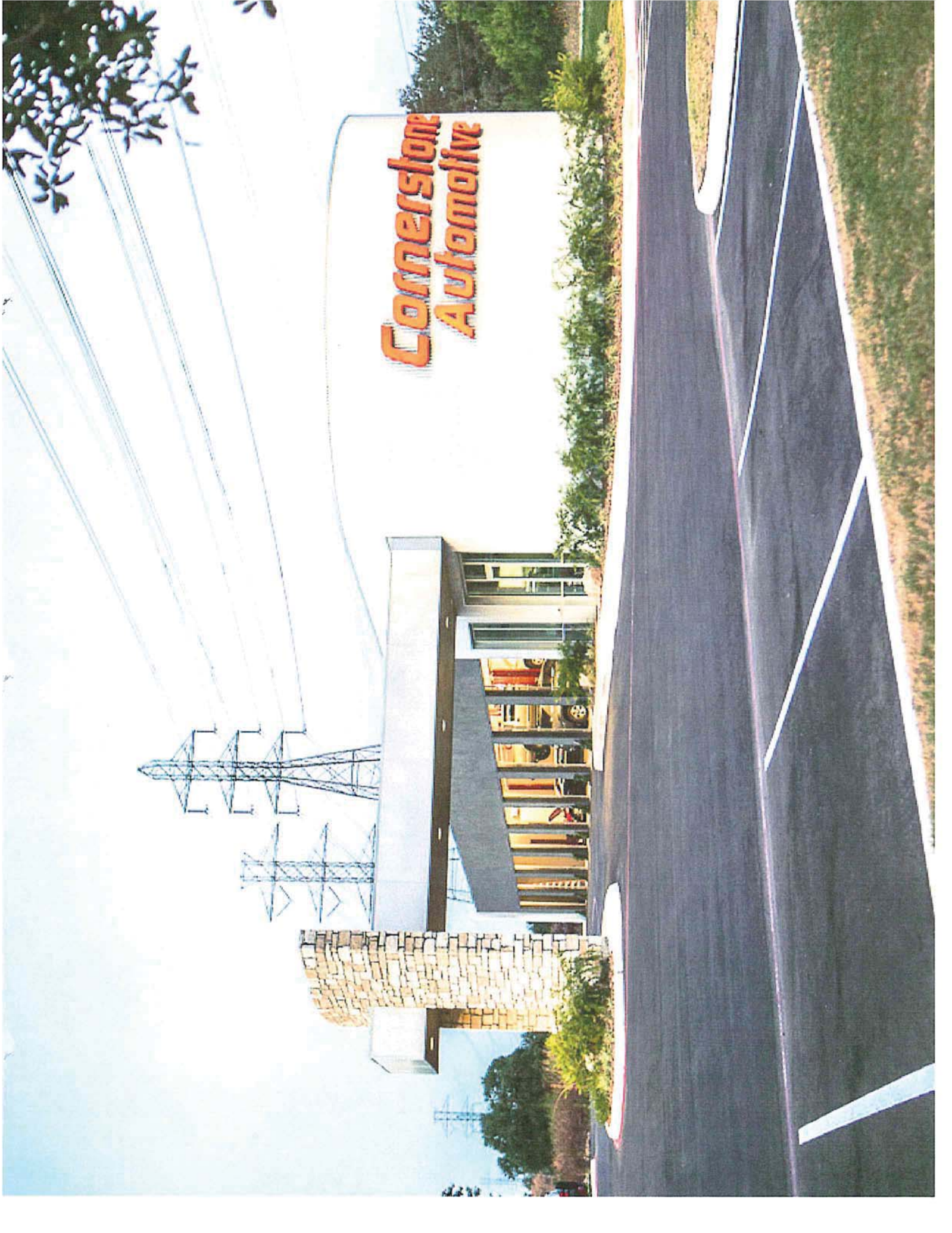
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200

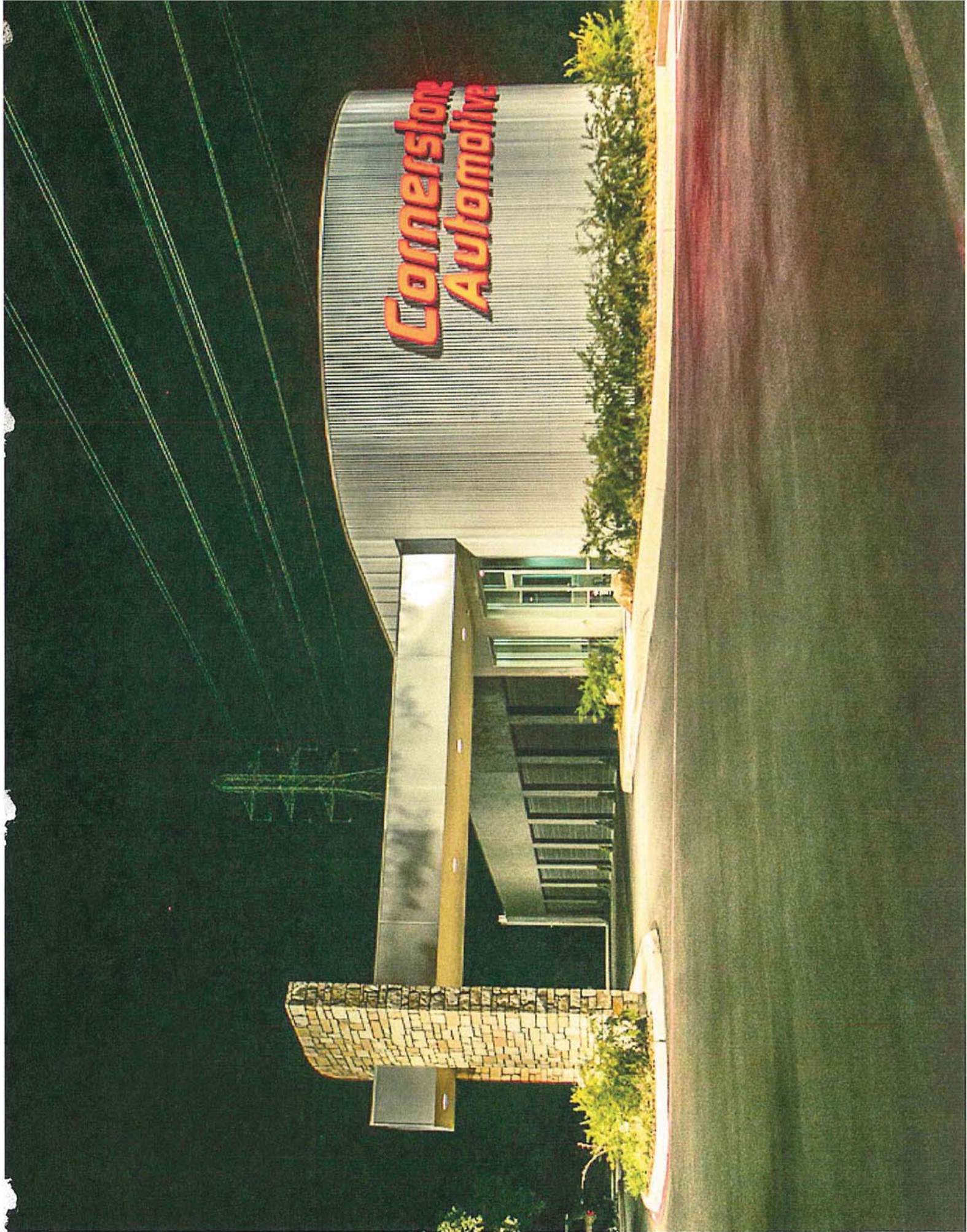
Feet

City of Temple

GIS products are for informational purposes and may not have been prepared for or be subject to legal, engineering, or surveying purposes. They represent only the approximate relative location of property boundaries and other features.











ORDINANCE NO. _____

(PLANNING NO. Z-FY-14-39)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING ORDINANCE NO. 2005-4025, AMENDED BY ORDINANCE NO. 2006-4125, AMENDED BY ORDINANCE NO. 2007-4178, AND FURTHER AMENDED BY ORDINANCE NO. 2014-4677, BY AMENDING THE PLANNED DEVELOPMENT AND PREVIOUS SITE PLAN ON LOTS 1 AND 2, BLOCK 1, ADAMS ISLAND COMMERCIAL, TO ALLOW FOR MAJOR VEHICLE REPAIR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, at its November 3, 2014 meeting, the Planning and Zoning Commission voted to recommend approval of the amended Planned Development, with the proposed site plan revision and addition of major vehicle repair uses;

Whereas, the original Planned Development (General Retail) District for this property was approved by Ordinance No. 2005-4025, amended by Ordinance No. 2006-4125, amended by Ordinance No. 2007-4175 and further amended by 2014-4677;

Whereas, the amended Planned Development and previous site plan focused on landscaping changes and relocating trees from the rear of the building to an area closer to a proposed sidewalk along Adams Lane;

Whereas, the current requested amendment for the Planned Development would be to allow major vehicle repair and to amend the Planned Development site plan proposal which will still be subject to all Unified Development Codes, Building Codes, Engineering/Drainage, and Fire Codes during the building permit review process; and

Whereas, the City Council, after notice and a public hearing, finds that it is 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 adopts the site plan and approves an amendment to Ordinance No. 2005-4025, originally approved as Planned Development (General Retail) District, on approximately 3.967 acres, in the Baldwin Robertson Survey, Abstract No. 17, located at 9108 West Adams Avenue, to allow for major vehicle repair, more fully described in the site plan attached hereto as Exhibit 'A.'

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 **4th** day of **December**, 2014.

PASSED AND APPROVED on Second Reading on the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Mitch Randles, Fire Chief
Ashley Williams, General Services Manager

ITEM DESCRIPTION: Consider adopting a resolution ratifying the submission of a grant application for the FY 2014 Assistance to Firefighters Grant Program, through the U.S. Department of Homeland Security, for the purchase of training props in the total amount of \$668,976, which includes a \$60,816 City of Temple match.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Assistance to Firefighters Grants (AFG) provides financial assistance to fire departments and nonaffiliated EMS organizations to enhance their capabilities with respect to fire and fire-related hazards. The primary goal of the grant program is to help fire departments and nonaffiliated EMS organizations meet their firefighting and emergency response needs. AFG seeks to support organizations that lack the tools and resources necessary to more effectively protect the life and safety of the public and their emergency response personnel with respect to fire and all other hazards.

Eligible applicants for this grant include fire departments, and national, regional, State, local or community organizations that are recognized for their experience and expertise in training activities or safety programs. The total amount of funds available is \$304,503,764 and the projected number of awards is 2,700. Awards are expected to start being announced March 9, 2015 and ending September 21, 2015. The maximum award amount, per Grant, is \$1,000,000 for a community with a population of less than 100,000. Fire departments that serve a population of more than 20,000 and less than 1,000,000 must match the Federal grant funds with an amount of non-Federal funds equal to 10-percent of the total funds requested.

Temple Fire & Rescue (TF&R) is requesting funding for training props to be used in the training tower located at Station 8, which is currently under construction. The City's application was submitted on December 5, 2014. Construction on the training tower is anticipated to be completed January 2015. The props simulate real-life fires, allowing the trainees to train in similar situations that will be present in all events. The proposed props include a cubicle desk with bookshelf (x2), sofa, double bed, hallway flashover, as well as equipment to operate the props and ensure safety, and a cascade fill station.

The total project cost is estimated at \$668,976, with a total of \$608,160 being requested from AFG. A 10-percent grant match, in the amount of \$60,816, will be budgeted for the purchase of the props.

Staff also asks that Council authorize the City Manager to execute necessary documents associated with the AFG program, upon receiving a grant award.

FISCAL IMPACT: If awarded, the grant the City anticipates receiving \$608,160, plus City matching \$60,816, for a total project cost of \$668,976. Funds for the City match are available from the 2009 General Obligation Bonds in account 363-2200-522-6851 project #100896.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7580-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR THE FISCAL YEAR 2014 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM THROUGH THE U.S. DEPARTMENT OF HOMELAND SECURITY, FOR THE PURCHASE OF TRAINING PROPS, IN THE TOTAL AMOUNT OF \$668,976, WITH A CITY MATCH OF \$60,816; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Assistance to Firefighters Grants (AFG) provide financial assistance to fire departments and nonaffiliated EMS organizations to enhance their capabilities with respect to fire and fire-related hazards and to meet their firefighting and emergency response needs;

Whereas, AFG seeks to support organizations that lack the tools and resources necessary to more effectively protect the life and safety of the public and their emergency response personnel with respect to fire and other hazards;

Whereas, eligible applicants for this grant include fire departments, and national, regional, State, local or community organizations that are recognized for their experience and expertise in training activities or safety programs - Temple Fire & Rescue (TFR) is requesting funding for training props to be used in the training tower located at Station 8, which is currently under construction;

Whereas, the props simulate real-life fires, allowing trainees to train in similar situations that will be present in real events;

Whereas, if awarded the grant, the City anticipates receiving \$608,160 in grant funds, with the City matching \$60,816, for a total project cost of \$668,976 – funds for the City match are available from the 2009 General Obligation Bonds in Account No. 363-2200-522-6851, Project No. 100896; 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 ratification of a grant application for the fiscal year 2014 Assistance to Firefighters Grant Program, through the U.S. Department of Homeland Security, for the purchase of training props in the total amount of \$668,976, which includes a \$60,816 City of Temple match.

Part 2: The City Manager, or his designee, is authorized to execute any documents which may be necessary to ratify this grant, and accept any funds that may be received for this grant, after approval as to form by the City Attorney.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT. /DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to enter into an agreement with the Texas Lobby Group for legislative lobbying services through September 30, 2015.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has engaged the services of the Texas Lobby Group for the past several state legislative sessions for state legislative consulting services. The Texas Lobby Group monitors and engages in negotiations on behalf of the City related to legislation items of interest to the City as well as assisting in the communication of the City's position on legislative items to members of the Legislature and other Texas agencies.

The term of the contract is one year and will begin retroactively on October 1, 2014 and continue through September 30, 2015. Fees associated with this contract shall not exceed \$66,000.

FISCAL IMPACT: The fee for the services of the lobbying services is \$5,500 per month. Funding in the amount of \$66,000 is available in account 110-1023-511-2616 to fund the agreement through September 30, 2015.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7581-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS LOBBY GROUP FOR LEGISLATIVE LOBBYING SERVICES THROUGH SEPTEMBER 30, 2015; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has engaged the services of the Texas Lobby Group for the past several state legislative sessions for state legislative consulting services – this group monitors and engages in negotiations on behalf of the City related to legislative items of interest to the City as well as assists in the communication of the City’s position on legislative items to members of the Legislature and other Texas agencies;

Whereas, the term of this agreement is for one year and will begin retroactively on October 1, 2014 and continue through September 30, 2015;

Whereas, funding for these services are available in Account No. 110-1023-511-2616; and

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

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

Part 1: The City Council authorizes the City Manager to enter into an agreement with the Texas Lobby Group, after approval as to form by the City Attorney, for legislative lobbying services through September 30, 2015.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Manager

ITEM DESCRIPTION: Consider adopting a resolution expressing support for the collection of a Bell County Hotel Occupancy Tax for the benefit and support of the Bell County Exposition Center.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Bell County has requested a resolution of support from the City of Temple regarding their efforts to gain legislative approval for a hotel occupancy tax that could be used to benefit the Bell County Exposition Center ("the Expo Center"). The Expo Center is an asset to all of Bell County providing a variety of cultural, artistic and sports programming throughout the year. Temple residents frequent the Expo Center and access to the services, facilities and events offered at the Expo Center. The Expo Center benefits the Temple economy by attracting more than 400,000 visitors per year, thousands of whom contribute to our economy directly through sales tax and local hotel occupancy tax. The Staff believes that approval of a Bell County Hotel Occupancy Tax would enhance facilities and programming at the Bell County Exposition Center and benefit residents of Temple. One of the benefits of a hotel occupancy tax is that it breaks in revenue from people outside Bell County who come to the Expo Center for events.

FISCAL IMPACT: NA

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2014-7582-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,
SUPPORTING THE COLLECTION OF BELL COUNTY HOTEL OCCUPANCY
TAX FOR THE BENEFIT AND SUPPORT OF THE BELL COUNTY
EXPOSITION CENTER; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Bell County has requested a resolution of support from the City of Temple regarding its efforts to gain legislative approval for a hotel occupancy tax that could be used to benefit the Bell County Exposition Center (“the Expo Center”) - the Expo Center is an asset to all of Bell County and provides a variety of cultural, artistic and sports programming throughout the year;

Whereas, Temple residents frequent the Expo Center and access the services, facilities and events offered - the Expo Center benefits the Temple economy by attracting more than 400,000 visitors per year, thousands of whom contribute to our economy directly through sales tax and local hotel occupancy tax;

Whereas, staff supports the approval of a Bell County Hotel Occupancy Tax and believes it would enhance facilities and programming at the Bell County Exposition Center and benefit residents 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 Council of the City of Temple supports the collection of a Bell County Hotel Occupancy Tax for the benefit and support of the Bell County Exposition Center.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2014-2015.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2014-2015 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$976,755.

ATTACHMENTS:

[Budget Amendments
Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2015 BUDGET
December 18, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
260-6000-515-2623		Other Contracted Services	\$ 34,559	
260-6000-515-6532		Contingency		\$ 14,237
260-6100-571-6516	101124	Park Improvements - Wilson Park	\$ 40,204	
260-6100-571-6532		Contingency		\$ 60,526
Adjust the amounts carried forward for CDBG related to the projects that have been completed and the funds have now been reallocated.				
365-3400-531-6532		Capital - Special Projects / Contingency	\$ 324,060	
365-2300-540-6110		Capital Land / Land Purchase Price		\$ 324,060
561-5000-535-6532		Capital - Special Projects / Contingency	\$ 552,382	
561-5100-535-6906		Capital - Bonds / Emergency Operations		\$ 23,150
561-5400-535-6943		Capital - Bonds / WWL Rplc - Lengefeld		\$ 52,128
561-5100-535-6904		Capital - Bonds / WTP-Backwash Tank Rehab		\$ 223,589
561-5200-535-6942		Capital - Bonds / WL Improv - Pin Oak		\$ 253,515
To move available funds from completed projects to contingency account.				
260-2000-521-2110		Supplies / Office Supplies	\$ 5,840	
260-2000-521-2221		Capital Equipment < \$5,000 / Computer Equipment	\$ 1,800	
260-2000-521-2511		Other Services / Printing/Publicaiton	\$ 410	
260-2000-521-2514		Other Services / Travel & Training	\$ 2,500	
260-2000-521-2616		Contracted Services / Professional	\$ 15,000	
260-0000-431-0261		Revenue / State Grants		\$ 25,550
Adjust the amounts carried forward for CDBG related to the projects that have been completed and the funds have now been reallocated.				
TOTAL AMENDMENTS			\$ 976,755	\$ 976,755
GENERAL FUND				
Beginning Contingency Balance			\$ -	
Added to Contingency Sweep Account			-	
Carry forward from Prior Year			-	
Taken From Contingency			-	
Net Balance of Contingency Account			\$ -	
Beginning Judgments & Damages Contingency			\$ 40,070	
Added to Contingency Judgments & Damages from Council Contingency			-	
Taken From Judgments & Damages			-	
Net Balance of Judgments & Damages Contingency Account			\$ 40,070	
Beginning Compensation Contingency			\$ 988,000	
Added to Compensation Contingency			-	
Taken From Compensation Contingency			(316,000)	
Net Balance of Compensation Contingency Account			\$ 672,000	
Net Balance Council Contingency			\$ 712,070	
Beginning Balance Budget Sweep Contingency			\$ -	
Added to Budget Sweep Contingency			-	
Taken From Budget Sweep			-	
Net Balance of Budget Sweep Contingency Account			\$ -	

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2015 BUDGET
December 18, 2014

		APPROPRIATIONS	
ACCOUNT #	PROJECT #	DESCRIPTION	Debit Credit
		WATER & SEWER FUND	
		Beginning Contingency Balance	\$ 50,000
		Added to Contingency Sweep Account	-
		Taken From Contingency	(21,098)
		Net Balance of Contingency Account	\$ 28,902
		Beginning Compensation Contingency	\$ 168,000
		Added to Compensation Contingency	-
		Taken From Compensation Contingency	(28,000)
		Net Balance of Compensation Contingency Account	\$ 140,000
		Net Balance Water & Sewer Fund Contingency	\$ 168,902
		HOTEL/MOTEL TAX FUND	
		Beginning Contingency Balance	\$ 27,903
		Added to Contingency Sweep Account	-
		Carry forward from Prior Year	-
		Taken From Contingency	(1,183)
		Net Balance of Contingency Account	\$ 26,720
		Beginning Compensation Contingency	\$ 36,000
		Added to Compensation Contingency	-
		Taken From Compensation Contingency	-
		Net Balance of Compensation Contingency Account	\$ 36,000
		Net Balance Hotel/Motel Tax Fund Contingency	\$ 62,720
		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	\$ 26,000
		Added to Compensation Contingency	-
		Taken From Compensation Contingency	(5,500)
		Net Balance of Compensation Contingency Account	\$ 20,500
		Net Balance Drainage Fund Contingency	\$ 20,500
		FED/STATE GRANT FUND	
		Beginning Contingency Balance	\$ -
		Carry forward from Prior Year	89,040
		Added to Contingency Sweep Account	-
		Taken From Contingency	(74,763)
		Net Balance of Contingency Account	\$ 14,277

RESOLUTION NO. 2014-7583-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2014-2015 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 28th day of August, 2014, the City Council approved a budget for the 2014-2015 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2014-2015 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 2014-2015 City Budget by adopting the budget amendments which are more fully described in Exhibit 'A,' attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Gary O. Smith, Chief of Police
Kayla Landeros, City Attorney

ITEM DESCRIPTION: FIRST READING & PUBLIC HEARING - Consider adopting an ordinance amending the Code of Ordinances, Chapter 18, "Jewelry, Precious Metals and Regulated Property" to allow for regulation of the secondhand sale of cell phones.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description on first reading, and schedule second and final reading for January 15, 2015.

ITEM SUMMARY: The unregulated secondhand sale of cell phones and smart phones has created a highly profitable local market for stolen phones due to low risk of apprehension and little chance that the stolen phone will be recovered by the police. Currently, the evidence in a cell phone theft case disappears before the police can investigate the complaint fully, and each year, citizens lose thousands of dollars in stolen personal property.

Amending Chapter 18 of the Code of Ordinances to include cell phones and smart phones in the definition of "Regulated Property" would require secondhand dealers ("Dealers") who acquire cell phones or smart phones for resale to document, identify and report the transaction using the same rules that govern the secondhand sale of jewelry, silverware, coins, and precious metals.

The amendment will require the Dealer to obtain and verify the seller's detailed, personally identifiable information, including a photograph and a right thumbprint, as well as a detailed description of the phone, including its serial or identification number, at the time of the transaction. The Dealer must then submit this information to the Temple Police Department along with digital photographs of the phones offered for sale, and maintain the information for a period of at least one (1) year.

The amendment would also increase from forty-eight (48) hours to thirty (30) days the period of time following acquisition that the Dealer must segregate newly acquired Regulated Property from his regular inventory before offering the Regulated Property for sale.

The amendment would also prohibit a Dealer from accepting any item for sale, including cell phones and smart phones, from a person less than 18 years of age, unless that person is accompanied by a parent or guardian who signs a statement consenting to the sale in the presence of the Dealer at the time of the transaction. A report of the transaction, including the parental consent statement, will be delivered to the Temple Police Department.

The amendment will affirmatively establish that each day a violation continues to exist will constitute a separate violation of the ordinance, and that each violation as to each regulated item will constitute a separate offense. Finally, the amendment defines a violation of the ordinance as a Class C misdemeanor, punishable by a fine of not less than two hundred and fifty dollars (\$250) and no more than five hundred dollars (\$500).

FISCAL IMPACT: No fiscal impact

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 2014-4697

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING CHAPTER 18, "JEWELRY, PRECIOUS METALS AND REGULATED PROPERTY," OF THE CODE OF ORDINANCES OF THE CITY OF TEMPLE, TEXAS, TO ALLOW FOR REGULATION OF THE SECONDHAND SALE OF CELL PHONES; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the unregulated secondhand sale of cell phones has created a highly profitable local market for stolen phones due to low risk of apprehension and little chance that the stolen phone will be recovered by the police;

Whereas, the evidence in a cell phone theft case disappears before the police can investigate the complaint fully, and each year, citizens lose thousands of dollars in stolen personal property;

Whereas, in amending Chapter 18 of the Code of Ordinances to include cell phones and smart phones in the definition of "Regulated Property", this would require secondhand dealers who acquire cell phones or smart phones for resale, to document, identify and report the transaction using the same rules that govern the secondhand sale of jewelry, silverware, coins, and precious metals;

Whereas, this amendment would also increase the period of time following acquisition that the dealer must segregate newly acquired Regulated Property from his regular inventory before offering the Regulated Property for sale and would prohibit a dealer from accepting any item for sale, including cell phones and smart phones, from a person less than 18 years of age, unless that person is accompanied by a parent or guardian who signs a statement consenting to the sale in the presence of the dealer at the time of the transaction;

Whereas, this amendment would also define a violation of this ordinance as a Class C misdemeanor, punishable by a fine of not less than two hundred and fifty dollars (\$250) and no more than five hundred dollars (\$500); 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: Chapter 18, "Jewelry, Precious Metals and Regulated Property," of the Code of Ordinances of the City of Temple, Texas, is amended to read as follows:

CHAPTER 18

JEWELRY, PRECIOUS METALS AND REGULATED PROPERTY

Sec. 18-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Cell Phone includes smartphones and means any device capable of making and/or receiving telephone calls by connecting to a cellular network, sending and receiving text messages, emails, and MMS, storing music, and/or connecting to an Internet Service. This definition applies to all cell phones and smartphones whether or not they are operational.

Jewelry includes unmounted stones and precious gems.

Precious metals means gold, silver and platinum.

Regulated property means jewelry, silverware, coins, precious metals, and cell phones.

Purchase means a transaction in which a person takes title to regulated property in exchange for valuable consideration.

Secondhand dealer means any person who buys, sells, receives for storage, accepts as a pledge for monies loaned, or acquires in any way, items defined as regulated property. The definition shall not include licensed pawnbrokers.

Personal identification certificate means a certificate issued by the Texas Department of Public Safety under Texas Transportation Code, Chapter 521.

Sec. 18-2. Regulated property purchases and records.

A secondhand dealer who buys, receives or acquires any regulated property from any one person or group of people at one time shall:

- (1) At the time of acquisition, record in a legible manner the name, address, driver's license number or personal identification certificate number, and right thumb print of the seller, together with a general description of the item or items acquired, including a serial number of the item or other identification number, a detailed description of the make, model and color of the item and a digital photo of the item which information shall be submitted to the Temple Police Department through the Leads Online Website or by submitting the information directly to the Temple Police Department General Investigations Unit;

- (2) At the time of acquisition determine that the photograph on the driver's license or personal identification certificate is a photograph of the seller; and
- (3) Maintain on file the information required by subsections (1) and (2) above for one year.

Sec. 18-3. Purchases from minors.

A *minor* is defined as any person under the age of 18. It shall be unlawful for any secondhand dealer to purchase or receive in pledge or on deposit for any purpose or otherwise accept any article from any minor or which may be owned or claimed by or in the possession or control of any minor unless the parent or guardian of such minor shall state in writing that such transaction took place with such parent's or guardian's full knowledge and consent, which written statement shall be signed by such parent or guardian, in the presence of the secondhand dealer, and have thereon the address and telephone number, if any, of such parent or guardian. Such written statement shall be delivered to the Temple Police Department General Investigations Unit with the report of such purchase or deposit.

Sec. 18-4. Items to be retained and kept separated for thirty (30) days.

A secondhand dealer who buys, receives or acquires any regulated property from any one person or group of people at one time shall retain such items at the dealer's place of business for a full thirty (30) days after such acquisition. All such items received shall be kept separate and apart from all other articles so that the same may be identified for a full thirty (30) days after the same is received.

Sec. 18-5. Examination by police.

All records required under this chapter and all pieces of regulated property shall be made available to any police officer for inspection upon request.

Sec. 18-6. Offenses.

(a) Any person, firm or corporation violating a provision of this chapter shall be guilty of a Class C misdemeanor and shall, upon conviction, be subject to a fine of not less than two hundred and fifty (\$250), nor more than five hundred dollars (\$500).

(b) A violation constitutes a separate offense for each item of regulated property involved.

(c) A violation constitutes a separate offense for each day a violation continues.

Part 2: If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Part 3: This ordinance shall take effect on January 15, 2015.

Part 4: The Code of Ordinances of the City, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Part 5: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **18th** day of **December**, 2014.

PASSED AND APPROVED on Second Reading on the **15th** day of **January**, 2015.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
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DEPT. /DIVISION SUBMISSION & REVIEW:

Chuck Ramm, Parks and Recreation Assistant Director

ITEM DESCRIPTION: FIRST READING & PUBLIC HEARING - Consider adopting an ordinance adopting the Temple Youths' Program Standards of Care.

STAFF RECOMMENDATION: Conduct public hearing and adopt as presented in item description on first reading, and schedule second reading and final adoption set for January 15, 2015.

ITEM SUMMARY: On August 19, 2004, City Council adopted the Standards of Care for youth programs sponsored by the Parks and Recreation Department. The standards were developed after the department was contacted by the Texas Department of Protective and Regulatory Services (TDPRS). One of the requirements of the TDPRS is for Cities that conduct youth programs to adopt a Standards of Care policy. The purpose of the policy is to assure the community that when they place their child/children in one of our programs our facilities are safe, a background check has been conducted on our staff and that they are properly trained for the program they will be conducting.

Some of the key elements of the Temple policy include:

- Defining a participant as a youth, ages 5-13, whose parent(s) have completed all required registration procedures and determined to be eligible for a Temple Youth Program
- Ensuring that criminal background checks will be conducted on prospective youth program employees
- Stating that as soon as possible after employment all appropriate staff will complete a course in first aid and Cardiopulmonary Resuscitation (CPR).
- Stating that the Parks and Leisure Services Department will provide training and orientation to program employees and that staff will be provided with a program manual specific to each Youth Program.
- Indicating that in a Temple youth recreation program, the number of participants may not exceed leaders by a minimum ratio of 1 Leader per 20 participants for children 5 years to 13 years of age.

- Assuring parents that they will be notified immediately if a:
 - (1) participant is injured
 - (2) participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, illness)
 - (3) if there is an outbreak of any communicable disease that is reportable to the State Department of Health.
- Confirming that all program site(s) will have an annual fire inspection by the City Fire Marshall prior to September 1 of each year.
- Requiring the Parks and Leisure Services Director to provide an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

In 2013, average daily attendance at our afterschool sites dropped from a daily average of 316 children to 311. The summer camp average for 2014 was 236. In 2013, it was 241. All training and inspection requirements were met.

Each year we are required to review the previous year's afterschool and camp programs and develop an annual report, including making any recommendations we believe necessary to change the Child Care Ordinance. City Council is then asked to conduct a public hearing, approve the report and adopt the Standards of Care after conducting a public hearing.

We are not recommending any changes to the current (and proposed) Child Care Ordinance.

FISCAL IMPACT: None

ATTACHMENTS:

[2014 Child Care Standards Report](#)
[2015 Child Care Standards Ordinance](#)

Parks and Leisure Services Department
Child Care Standards Annual Report
2014

Throughout the 2014 school year, the City of Temple Parks and Leisure Services Department provided after-school programs for boys and girls ages 5-13 at four Temple I.S.D campuses, four Belton I.S.D campuses and St. Mary's Catholic School. The department also organized two summer camps, a spring break camp (Camp Adventure), and a holiday camp (Camp Holidayze) for children ranging from 5 to 13 at the Wilson Recreation Center.

After School Programs

The after-school programs run concurrent with each of the schools including holidays and teacher workdays. Children attended the programs from 3:00 p.m. to 6:00 p.m. Monday through Friday. On teacher workdays and school holidays, the program was offered from 7am – 6pm at Wilson Park Recreation Center.

The children are provided with a quality recreation program that includes activities such as tutoring, arts and crafts, athletics, gym games, etc. The children are also provided a healthy snack. The after school programs are staffed with part-time employees but supervised by a full time Program Coordinator and Recreation Specialist.

<u>Location</u>	<u>Attendance (daily average)</u>	
	2013	2014
Thornton Elementary	33	30
Western Hills	21	14
Kennedy Powell	43	42
Cater	21	21
Lakewood	39	42
Pirtle	40	48
Tarver	44	41
St. Mary's	33	28
High Point	42	45

Camps

Summer camps included Camp Heatwave, which took place at the Wilson Park Recreation Center and Camp Horizon which was held at Tarver Elementary School. Camp Heatwave and Horizon were 11 week programs. Both camps were staffed with part-time recreation leaders and supervised by a full-time Recreation Specialist and a Recreation Coordinator. The same staffing format also occurred at Camp Holidayze and Camp Adventure

The summer camp schedule was 7:00 a.m. to 6:00 p.m. Monday through Friday. The children participated in a variety of activities including arts and crafts, athletics, swimming, field trips, hiking, disc golf, archery, outdoor adventure programs, etc. The children at Camp Heatwave were provided a lunch and an afternoon snack from the Temple I.S.D. summer lunch program.

Each participant submitted a signed waiver, registration form and emergency contact information.

<u>Camp Name</u>	<u>Attendance (daily average)</u>	
	<u>2013</u>	<u>2014</u>
Camp Holiday (Christmas Break)	38	63
Camp Adventure (Spring Break)	84	93
Camp Heatwave (Summer Camp)	147	153
Camp Horizon (Summer Camp)	94	83

Scholarships

Parents who are in need of financial support are provided the opportunity to apply for assistance. Based upon the guidelines adopted by The Parks and Leisure Services Advisory Board, 85 participants received aid in the form of reduced fees.

After School Program

31 – 50% reduced (Parents paid \$20 per child, weekly)

5 – 20% reduced (Parents paid \$32 per child, weekly)

Camp Heatwave, Quest, Horizon

33 – 50% reduced (Parents paid \$35 per child, weekly)

9 – 20% reduced (Parents paid \$56 per child, weekly)

At the beginning of the 2012-2013 school year, the Parks and Leisure Services Advisory Board adopted new guidelines for scholarships.

Inspection Schedule

The Wilson Recreation Center and all after school sites were inspected in April, May and December 2014 for any hazards or potential problems by the Recreation Superintendent. None were noted.

The Wilson Recreation Center passed the annual fire inspection in October, 2013

All school sites were inspected by the Fire Marshall.

Training

Per the adopted Childcare Standards, all staff are CPR/First Aid trained within one year of their hire date. Training occurs twice each year.

All staff who worked with children attended a minimum of 12 hours of training pertinent to their programming responsibilities.

All staff were given quarterly safety training.

All training requirements were met.

Recommendations

No recommendations are requested at this time

TEMPLE YOUTH PROGRAMS' STANDARDS OF CARE

The following Standards of Care have been adopted by the City Council of the City of Temple, Texas to pursuant to with Texas Human Resources Code Section 42.041(14). The Standards of Care are the minimum standards by which the City of Temple Parks and Leisure Department will operate the City's Youth Programs.

General Administration

1. Organization

- A. The governing body of the City of Temple youth programs is the Temple City Council.
- B. Implementation of the Youth Program Standards of Care is the responsibility of the Superintendent of Recreation.
- C. Youth Programs ("Program") to which these Standards will apply are the programs held at the Wilson Recreation Center and other "Outreach" programs currently operated by the City of Temple. Other programs may be subsequently designated by the City of Temple.
- D. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.
- E. Standards of Care will be made available on the Parks and Leisure Services Website www.templeparks.com.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) felony or a misdemeanor classified as an offense against a person or family;
 - (2) felony or misdemeanor classified as public indecency;
 - (3) felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (4) offense involving moral turpitude;
 - (5) offense that would potentially put the City of Temple at risk.

2. Definitions

- A. City: City of Temple
- B. City Council: City Council of the City of Temple
- C. Department: Recreation Division of the Parks and Leisure Services Department of the City of Temple
- D. Youth Programs or Program: City of Temple youth programs held at the Wilson Recreation Center, and “Outreach” programs currently operated by the City of Temple. Other programs may be subsequently designated by the City of Temple.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Temple Youth Programs
- F. Director: City of Temple Director of Parks and Leisure Services or his or her designee
- G. Recreation Superintendent: person responsible for the overall oversight of the Parks and Leisure Services
- H. Program Coordinator or Coordinator: City of Temple, Parks and Leisure Services Department full-time recreation staff person who has been assigned administrative responsibility for a Temple Youth Program
- I. Recreation Specialist: City of Temple, Parks and Leisure Services Department full-time recreation staff person who has been assigned day to day responsibilities to implement the City’s Youth Program.
- J. Recreation Leader or Leaders: City of Temple, Parks and Leisure Services Department part-time employee who has been assigned responsibility to conduct the City’s Youth Programs
- K. Program Site: Any area or facility where Temple Youth Programs are held
- L. Participant: A youth, ages 5-13, whose parent(s) have completed all required registration procedures and determined to be eligible for a Temple Youth Program
- M. Parent(s): This term will be used to represent one or both parent(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in Temple Youth Programs
- N. Employee(s): Term used to describe people who have been hired to work for the City of Temple, Parks and Leisure Services Department and have been assigned responsibility for managing, administering, implementing or conducting some portions of the Temple Youth Programs.

3. Inspections/Monitoring/Enforcement

- A. A bi-annual inspection report will be initiated by the Recreation Superintendent to confirm the Standards of Care are being adhered to.
 - (1) Inspection reports will be sent to the Director for review and kept on record for at least two years.
 - (2) The Director will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Recreation Superintendent will make visual inspections of the facilities based on the following schedule:
 - (1) pre-summer check in May of each year
 - (2) winter check in January
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to resolve the problems. All complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Coordinator. Unresolved complaints regarding enforcement of the Standards of Care will be addressed by the Recreation Superintendent, and should they still not be resolved, by the Director. The complaint and the resolution will be documented.
- D. The Director will provide an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

4. Enrollment

- A. All children participating in the program must be 5 years of age. Before a child can be enrolled, the parents must sign registration forms that contain the child's:
 - (1) name, address, home telephone number;
 - (2) name and address of parents and telephone during program hours;
 - (3) names and telephone numbers of people to whom the child can be released;
 - (4) statement of the child's special problems or needs;
 - (5) proof of residency when appropriate;

- (6) liability waiver which also includes permission for field trips and emergency medical authorization.
- (7) any medicines the child may be taking

5. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas Family Code.

Staffing-Responsibilities and Training

6. Youth Program Coordinator Qualifications

- A. Coordinators will be full-time, employees of the Temple Parks and Leisure Services Department and will be required to have all Program Leader qualifications as outlined in Section 8 of this document.
- B. Coordinators must be at least 21 years old.
- C. Coordinators must have two years' experience planning and implementing recreation activities.
- D. Coordinators must be able to pass a background investigation including testing for illegal substances.
- E. As soon as possible after employment with the City of Temple, but within one year, Coordinators must successfully complete a course in first aid and Cardiopulmonary Resuscitation (CPR) offered by either: the City of Temple, American Red Cross, American Heart Association, Medic First-Aid Training Program of America, National Safety Council, any agency of the State of Texas authorized to provide Emergency Medical Technician or Emergency Care Attendant certification, or any other agency recognized by any agency of the U.S. Department of Labor to provide certification.
- F. Coordinators must be able to furnish proof of a clear tuberculosis test within 12 months prior to their employment date.

7. Coordinator's Responsibilities

- A. Coordinators are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

- B. Coordinators are responsible to recommend for hire, supervise, and evaluate Leaders.
- C. Coordinators are responsible to plan, implement, and evaluate programs.

8. Recreation Leader (“Leader”) Qualifications

- A. Leaders will be full-time, part-time or temporary employees of the Parks and Leisure Services Department.
- B. Leaders working with children must be age sixteen (16) or older.
- C. Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Leaders must relate to children with courtesy, respect, tolerance, and patience.
- E. As soon as possible, but within one year of hiring, all of the Leaders at each site must have successfully completed a course in first aid and Cardiopulmonary Resuscitation (CPR) offered by either: the City of Temple, American Red Cross, American Heart Association, Medic First-Aid Training Program of America, National Safety Council, any agency of the State of Texas authorized to provide Emergency Medical Technician or Emergency Care Attendant certification, or any other agency recognized by any agency of the U.S. Department of Labor to provide certification.
- F. Each Leader applicant must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.
- G. Leader must pass a background investigation including testing for illegal substances.

9. Leader Responsibilities

- A. Leaders will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
- B. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to Temple Youth Programs.
- C. Leaders will ensure that participants are released only to a parent or an adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Leader.
- D. A leader must be with participants at all times or aware of the participants location.

10. Training/Orientation

- A. The Department is responsible to provide training and orientation to Program employees in working with children and for specific job responsibilities. Coordinators will provide each Leader with a Program manual specific to each Youth Program.
- B. Leaders must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- F. All program employees will receive 10 hours of training annually.
- G. Program employees will be required to sign an acknowledgment that they received the required training.

Operations

11. Staff-Participant Ratio

- A. In a Temple Youth Program, the number of participants may not exceed leaders by a minimum ratio of 1 Leader per 20 participants for children 5 years to 14 years of age.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

12. Notification

- A. Parents must be notified immediately if:
 - (1) Participant is injured; or
 - (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, illness).
- B. All parents must be notified if there is an outbreak of any communicable disease that is reportable to the State Department of Health.

13. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended from the Program.
- F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.

14. Programming

- A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also will be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods to include:
 - (1) alternating active and passive activities,
 - (2) opportunity for individual and group activities, and
 - (3) outdoor time each day weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - (2) Program employees must have a written list of the participants in the group and must check the roll frequently.

- (3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.
- (4) Notice of any field trips will be displayed at a prominent place at each site.

15. Communication

- A. Each Program site will have access to a telephone for use in contacting the Recreation Center or making emergency calls.
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - (1) Temple ambulance or emergency medical services.
 - (2) Temple Police Department.
 - (3) Temple Fire Department.
 - (4) Poison Control.
 - (5) The telephone number for the site itself.
 - (6) Numbers at which parents may be reached.

16. Transportation

- A. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and which must be accessible to the adult occupants.
- C. A notebook containing the names and telephone numbers of Parents and Physicians shall be available in all Program vehicles that transport Participants.

Facility Standards

17. Safety

- A. Program employees will inspect Youth Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection

report will be completed by the Program staff and kept on file by the Program Coordinator.

- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participant's use.
- D. Program employees must have first aid supplies available at each site, during transportation, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.
- F. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- G. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program employees must have first aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to first aid and emergency care.
- H. The list of Program sites will be provided to the Bell County Health District-Environmental Health Division so that the Health Division can conduct health inspection(s).

18. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program site(s) will have an annual fire inspection by the City Fire Marshall prior to September 1 of each year, and the resulting report will detail any safety concerns observed, the report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the Council.
- C. Each Program site must have at least one fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Coordinator's supervisor who will keep the report on file for a minimum of two years. All Youth Program staff members will be trained in the proper use of fire extinguishers.

19. Health

A. Illness or Injury

- (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Program employees will administer medication only if:

- (1) Parent(s) or guardian(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a hold harmless clause to protect the City.
- (2) Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program staff members will administer the medication only as stated on the label. Program staff will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.
- (5) Program employees must ensure medications are inaccessible to participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and program staff can supervise as needed.
- (2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees must see that garbage is removed from sites daily.

- E. The City will contact the Health Department and request an annual health inspection by the Health Department prior to September 1 of each year, and the resulting report will detail any safety concerns observed, the report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the Council.

ORDINANCE NO. 2014-4698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ADOPTING THE TEMPLE YOUTHS' PROGRAM STANDARDS OF CARE POLICY FROM THE PARKS AND LEISURE SERVICES DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in accordance with the requirement of the Texas Department of Protective and Regulatory Services (TDPRS), on November 19, 2004, the City adopted a "Standards of Care" policy to be utilized with youth recreation programs;

Whereas, one of the requirements of the TDPRS is for cities that conduct youth programs to adopt a Standards of Care policy annually – the purpose of the guidelines is to assure the community that when they place their children in one of the City's recreation programs the facilities are safe, a background check has been done on staff, and that they are properly trained for the programs they will be conducting;

Whereas, in 2013, average daily attendance at the afterschool sites dropped from a daily average of 316 children to 311 in 2014 - summer camp average for 2013 was 241 and 236 in 2014;

Whereas, City of Temple's policy requires the Parks and Leisure Services Director to present an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care; and

Whereas, the City Council has considered these matters and deems it in the public interest to authorize these actions.

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

Part 1: The City Council adopts the Temple Youths' Program Standards of Care Policy from the Parks and Leisure Services Department which is required by the Texas Department of Protective and Regulatory Services (TDPRS) and which assures the community that the City of Temple's facilities are safe, a background check has been conducted on the staff and they are properly trained for any program they conduct, as outlined in Exhibit 'A' attached hereto and incorporated herein for all purposes.

Part 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

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 and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **18th** day of **December, 2014.**

PASSED AND APPROVED on Second Reading on the **15th** day of **January, 2015.**

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing a tax abatement agreement with DanHil Fulfillment Center, covering increases in the taxable value of real and personal property for an 18.7 acre tract of land (Tax Abatement Reinvestment Zone Number 30) located at the corner of Wilsonart Drive and Wendland Road.

Executive Session: Pursuant to Section 551.087 of the Government Code, the City Council may meet in executive session to discuss either commercial or financial information that the City has received from a business prospect that the City wishes to locate, stay or expand within the City limits and with which the City is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect the public discussion of which would adversely affect ongoing economic development negotiations.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The proposed resolution authorizes the Mayor to execute an agreement with DanHil Fulfillment Center ("DanHil"), which if approved gives the company 5 years of 50% tax abatement on the increased taxable value of real and personal property improvements on an 18.7 acre tract located at the corner of Wilsonart Drive and Wendland Road.

The proposed agreement covers approximately 18.7 acres of land that has been designated as City of Temple Tax Abatement Reinvestment Zone Number 30. The site will be the location of a new packaging manufacturing and processing facility to serve DanHil's customers in the western United States. **The tax abatement applies to new real and personal property improvements.**

DanHil timely filed an application to receive tax abatement on improvements to real and personal property as described above. The City Council has previously approved an ordinance designating the property on which the improvements will be located as a tax abatement reinvestment zone. DanHil estimates that it will invest approximately \$16,000,000 in personal property improvements and approximately \$6,000,000 in real property improvements. The personal property will have a useful life of 10 years. The actual value of the improvements, and the value of our tax abatement, is dependent on an appraisal by the Bell County Appraisal District.

The City's Economic Development Policy sets out the criteria and guidelines for granting tax abatement. The proposed improvements meet the minimum criteria established for tax abatement consideration. The improvements also fall within the definition of "eligible facilities" in the policy. The application indicates real and personal property improvements which meet the criteria for granting tax abatement for five years at 50% for each year.

The Staff has provided the other taxing entities involved with notice and a copy of the proposed agreement. Under State law, the other taxing entities will have 90 days to elect to enter into an agreement with identical terms. The proposed agreement is drafted for the signature of each taxing entity, but will be effective between DanHil and any of the taxing entities which sign the agreement even if not all sign.

Additionally, the agreement has all of the other terms required by Chapter 312 of the Texas Tax Code for tax abatement agreements, including provisions: (1) listing the kind and number of improvements; (2) providing for inspections of the facility by the taxing entities; (3) requiring compliance with State and local laws; (4) recapturing abated taxes in the event of a default under the agreement; and (5) requiring DanHil to annually certify to all the taxing entities that it is in compliance with all of the terms and conditions of the agreement.

DanHil's application meets the standards for granting tax abatement on the increase in real and personal property improvements established by the City's Criteria and Guidelines for tax abatement. The City Council has discretion whether to approve an application for tax abatement and to increase the percentage of tax abatement over the recommended percentage specified in the matrix in the City's Criteria and Guidelines for tax abatement. The agreement should add to the continued development of the City's commercial growth, which would not have occurred in the absence of tax abatement.

FISCAL IMPACT: The tax abatement agreement with DanHil Fulfillment Center covering increases in the taxable value of real and personal property would have the potential of abating approximately \$322,520 over the life of the agreement (50% for Years 1-5) using the City's current tax rate of \$0.5864 per \$100 value. This amount is based on an estimated increase in the appraised value of personal property improvements of \$16 million and an estimated increase in the appraised value of real property improvements of \$6 million.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2014-7584-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX ABATEMENT AGREEMENT WITH DANHIL FULFILLMENT CENTER, COVERING INCREASES IN THE TAXABLE VALUE OF REAL AND PERSONAL PROPERTY ON AN APPROXIMATELY 18.7 ACRE TRACT OF LAND (TAX ABATEMENT REINVESTMENT ZONE NUMBER THIRTY) LOCATED AT THE CORNER OF WILSONART DRIVE AND WENDLAND ROAD; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City adopted a Resolution dated June 15, 1989, stating that it elects to be eligible to participate in tax abatement;

Whereas, on July 3, 2014, the City Council adopted Ordinance No. 2014-4673, establishing a comprehensive economic development policy for the City of Temple, which policy includes criteria and guidelines for granting tax abatement within the City of Temple in accordance with Chapter 312 of the Tax Code;

Whereas, DanHil Fulfillment Center is the owner of property located within the City's Tax Abatement Reinvestment Zone Number Thirty and has requested that the City consider granting the company 5 years of 50% tax abatement on the increased taxable value of real and personal property improvements on an approximately 18.7 acre tract located at the corner of Wilsonart Drive and Wendland Road;

Whereas, the contemplated use of the property by DanHil Fulfillment Center, is as a packaging manufacturing and processing facility to serve DanHil's customers in the western United States;

Whereas, as required by law, the City has notified all taxing entities of its intent to enter into the agreement;

Whereas, the City's Economic Development Policy sets out the criteria and guidelines for granting tax abatement and the proposed improvements meet the minimum criteria established for tax abatement consideration;

Whereas, the proposed agreement is drafted for the signature of each taxing entity, but will be effective between DanHil and any of the taxing entities which sign the agreement - the agreement has all of the other terms required by Chapter 312 of the Texas Tax Code for tax abatement agreements; and

Whereas, the City Council has considered the matter and finds that the proposed tax abatement with DanHill Fulfillment Center is in compliance with State law and the City's *Guidelines and Criteria* governing tax abatement, and that the proposed improvements by said company are feasible and likely to attract major investment and expand employment within the City.

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

Part 1: The Mayor is authorized to execute a tax abatement agreement with DanHill Fulfillment Center granting the company 5 years of 50% tax abatement on the increased taxable value of real and personal property improvements on an 18.7 acre tract located at the corner of Wilsonart Drive and Wendland Road (Tax Abatement Reinvestment Zone Number Thirty), after approval as to form by the City Attorney.

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Director of Parks and Recreation

ITEM DESCRIPTION: Consider adopting a resolution naming the tennis courts at Wilson Park (2205 Curtis B. Elliott Drive) to the Harold Peyton “Hal” Rose Tennis Courts.

STAFF RECOMMENDATION: Adopt resolution as presented in item description

ITEM SUMMARY: At the September 2014 Parks and Leisure Services Advisory Board meeting, the Board heard a request from the Executive Director, Barbara B. Bozon, of the Central Texas Housing Consortium in Temple, Texas to name the tennis courts at Wilson Park to the Harold Peyton “Hal” Rose Tennis Courts.

The policy states in part, “The Parks and Leisure Services Advisory Board is to review requests for naming a park and Park’s facilities and make a recommendation to the City Council”. Per policy, the Board cannot take action on the request until 30 days for public comment is allowed.

Some of the evaluation criteria for the naming process are:

- Fine moral character
- Demonstrated leadership qualities
- Nature of the contributions compliments or supports the mission of the City of Temple
- Substantial contribution, whether consisting of volunteer service, the provision of land or monetary donation
- Initiative and/or involvement relating to a specific program or project of exceptional merit which has extensively and directly benefited the public
- If the person is deceased, they should be deceased for at least one year
- Names will only be considered if the living next of kin have approved the request.

Mr. Rose retired from the military in 1983 and then served as an Assistant Administrator at King's Daughters Hospital until 1985. In 1985, Mr. Rose took over as Executive Director of the Temple Housing Authority and in 2002, he became the Executive Director of the Belton Housing Authority as well. He served both organizations until his retirement in 2005.

During that time period, he helped work towards affordable housing on the Temple College Campus, a workforce homeownership program, etc. Mr. Rose also served his community through the Rotary Club, Temple Chamber of Commerce, the Gideons, Churches Touching Lives for Christ, and Temple Bible Church.

Rose was also an avid tennis player who would go play tennis at "the drop of a hat". According to City Manager Jonathan Graham, Mr. Rose was not just an avid player, but a very competitive player as well.

Mr. Rose passed away December 13, 2011 at the age of 79.

Caralen Rose, who is Mr. Rose's widow, was very pleased with the idea of naming the tennis courts after her late husband.

The 30 day public comment period began September 9th and ended October 8th. During this period, I received 6 emails in support of naming the courts after Mr. Rose. The following are the individuals who contacted me in support of this action:

Jake Herndon
Bill Stokes
Mike Thompson
Steve Wolfe
Doug Streater
John Howe

At the October Parks and Leisure Services Board meeting, the Board voted unanimously for approval and is requesting approval from City Council.

FISCAL IMPACT: N/A

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2014-7566-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, NAMING THE TENNIS COURTS AT WILSON PARK TO THE HAROLD PEYTON “HAL” ROSE TENNIS COURTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, at the September 2014 Parks and Leisure Services Advisory Board meeting, the Board heard a request from the Executive Director, Barbara B. Bozon, of the Central Texas Housing Consortium in Temple, Texas to name the tennis courts at Wilson Park the Harold Peyton “Hal” Rose Tennis Courts;

Whereas, the policy states in part, “The Parks and Leisure Services Advisory Board is to review requests for naming a park and parks’ facilities and make a recommendation to the City Council;”

Whereas, some of the evaluation criteria for the renaming process are:

- Fine moral character;
- Demonstrated leadership abilities;
- Whether the person supported the mission of the Parks and Leisure Services department;
- Substantial contribution of the person, whether consisting of volunteer service, the provision of land, or monetary donation; Initiative and/or involvement relating to a specific program or project of exceptional merit which has extensively and directly benefited the public; and
- Proposed name commemorating the deceased person shall be considered only if the living next of kin have approved the request;

Whereas, the many contributions of Harold Peyton “Hal” Rose are:

- Retired from the military in 1983;
- Served as an Assistant Administrator at King’s Daughters Hospital;
- Executive Director of the Temple Housing Authority;
- Worked towards affordable housing on the Temple College Campus;
- Worked towards a workforce homeownership program; and
- Served the community through the Rotary Club, Temple Chamber of Commerce, the Gideons, Churches Touching Lives for Christ and Temple Bible Church;

Whereas, Caralen Rose, Mr. Rose’s widow, has given her approval of the recognition and the Parks and Leisure Services staff also believes Mr. Rose exceeded the standards aforementioned;

Whereas, the Parks and Leisure Services Board met on September 9, 2014 for their regularly scheduled meeting and after hearing that there were no comments from the public during the 30-day comment period, the Board unanimously approved the request to name the tennis courts at Wilson Park the Harold Peyton “Hal” Rose Tennis Courts – staff also recommends Council name the tennis courts at Wilson Park the Harold Peyton “Hal” Rose Tennis Courts;

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 naming the tennis courts at Wilson Park the Harold Peyton “Hal” Rose Tennis Courts.

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 4th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Parks and Recreation Director

ITEM DESCRIPTION: Consider adopting a resolution to accept the 2014 Parks, Recreation, and Open Space Master Plan prepared by Halff and Associates, Inc. of Richardson, Texas.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The last Parks Master Plan was completed by an outside consultant in 1997 and was updated by City staff in 2005. These types of plans should be updated by an outside agency every ten years. Not only does the master plan provide clear direction for the future of the Parks and Recreation Department, an updated master plan is required in order to apply for many parks-related grants such as the Texas Parks and Wildlife Department.

Halff and Associates, Inc. was chosen in February 2014 to prepare our master plan. A fourteen citizen committee was assembled to help the Department and Halff and Associates, Inc. create the new master plan. Each Councilmember selected a district representative, and then the Department tried to choose a wide array of interested individuals. The areas of interest came from the Parks and Recreation Advisory Board, Parks Foundation, Keep Temple Beautiful, Temple Homebuilders Association, Planning and Zoning Commission, etc.

After the committee members were chosen, the project began in March with the consultants talking to each Councilmember about what they thought the weaknesses and strengths were of the Department, and any direction they would like for the committee to explore. Halff and Associates spent at least a month assembling data on our Parks resources based upon their exploration of the various parks we have in addition to survey questions completed by Department staff.

Two public meetings were held on May 20th, one at the Temple Public Library and the other one at Baylor Scott & White Health. In June, the survey period began. Surveys were placed at all of our facilities, posted on our website, sent via our monthly e-newsletters, the Master Plan committee members sent the survey to all of their interested groups, and we were at all Department functions that had large number of attendees such as Lions Junction, HOT Summer Sounds concert series, 4th of July, etc. When the survey period ended on July 7th, we had collected 1300 plus surveys.

Halff and Associates took most of July to compile all of the survey results. The committee began working diligently at the end of July on the compiled results. It was anticipated that the committee

would meet approximately every two weeks with the consultant until the final product was delivered. However, the committee took two consecutive meeting dates amongst themselves to discuss in detail the results and direction we should proceed. This time was very important to ensure that the citizens of the Temple got the very best master plan.

Once the committee had accomplished what they wanted from the extra meetings, Halff and Associates were brought back in August and this was shared with them. From this point on, Halff and Associates took the committee's information and incorporated it into the master plan.

One of the last two steps remaining was to present the master plan to Council at a workshop. This was done on December 4, 2014. The second and last step remaining is for Council adoption on December 18, 2014.

FISCAL IMPACT: None

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7585-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ACCEPTING THE 2014 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN PREPARED BY HALFF AND ASSOCIATES, INC. OF RICHARDSON, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Parks Master Plan provides clear direction for the future of the Parks and Recreation Department - the last Parks Master Plan was completed in 1997 and updated by City staff in 2005 and should be updated by an outside agency every ten (10) years;

Whereas, an updated master plan is necessary for the Parks Department in order to be qualified to apply for many parks-related grants such as the Texas Parks and Wildlife Department Grant;

Whereas, Halff and Associates, Inc., of Richardson, Texas, was chosen in February 2014 to prepare the City's master plan - a fourteen (14) citizen committee was assembled to assist Halff and Associates, Inc. in creating the new master plan;

Whereas, two public meetings were held on May 20th, one at the Temple Public Library and the other one at Baylor Scott & White Health – Halff and Associates, Inc. compiled all of the data and incorporated it into the City's Parks, Recreation, and Open Space Master Plan;

Whereas, staff is pleased with the final product prepared by Halff and Associates, and recommends Council accept the 2014 Parks, Recreation, and Open Space Master Plan; 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 the 2014 Parks, Recreation, and Open Space Master Plan.

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

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #9
Regular Agenda
Page 1 of 3

DEPT/DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7. of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping, parking and screening for a proposed addition to Ringler Chevrolet and Toyota at 7777 South General Bruce Drive.

Due to the proposed expansion of the Ringler Toyota Service Center that amounts to a project cost estimated at 23% of the assessed value of improvements per the current tax roll, paving and parking lot expansion, compliance with the landscaping, parking and screening standards for the I-35 Corridor Overlay were triggered for the entire site.

Development Type	Site Plan Review	Tree Preservation	Parking	Screening and Wall Standards	Architectural Design	Landscape	Signs	Lighting	Utilities
New construction	✓	✓	✓	✓	✓	✓	✓	✓	✓
Increase in gross floor area of 50% or more or modifications with a cost equal to or greater than 50% of the assessed value of improvements per the current tax roll	✓	✓	✓	✓	✓	✓	✓	✓	✓
Increase in gross floor area of 25%-49% or modifications with a cost equal to 25%-49% of the assessed value of improvements per the current tax roll	✓	✓	✓	✓		✓		✓	
Increase in gross floor area of 10%-24% or modifications with a cost equal to 10%-24% of the assessed value of improvements per the current tax roll	✓	✓		✓		✓			

The applicant has requested an appeal to the following Overlay standards (justification shown in parentheses):

1. Sec. 6.7.5.C. Parking
 - #6 and #7 – Wheel stop requirements for parking spaces adjacent to buildings and landscaping (to be consistent with existing parking lot; the front ends of cars do not currently hang over existing landscaping)
 - #10 – Parking in the landscape buffer (for existing car displays consisting of featured pads and rocks)
2. Sec. 6.7.5.D. Screening and Wall Standards
 - #2 –Garage and service bays must be located to rear of building or on side not visible to traffic flow on abutting side of I-35 (bays currently found on both sides of the building)
3. Sec. 6.7.5.E. Landscaping
 - #5 – Vegetation must be used to soften the appearance of walls (propose continuation of existing landscaping conditions adjacent to building)
 - #6 – Foundation planting along at least 70 percent of each visible façade (propose continuation of existing landscaping conditions adjacent to building)
 - #12.a. – Interior parking islands are required every 10 spaces with 3-inch caliper trees in each (propose continuation of existing pattern: landscaped parking island every 12 spaces)
 - #12.c. – Median landscaped parking islands required every third parking row (propose continuation of existing design pattern)
4. Sec. 6.7.9. Freeway Retail / Commercial Sub-District
 - E.2. – Evergreen shrubs must completely fill parking islands where sales inventory aisles exist for an automobile, truck, motorcycle, recreational vehicle or boat sales (propose continuation of existing design pattern, which consists of drought-tolerant plants and shrubs)

P&Z RECOMMENDATION: At their November 17, 2014 meeting, the Planning and Zoning Commission recommended unanimous approval with the condition that no vehicles will be parked in the landscaped buffer except for the two existing rock display platforms.

STAFF RECOMMENDATION: Staff recommends approval of the appeal per the submitted plans and attachments based on the following reasons:

- Applicant has been working with staff to develop a compromise that would meet the needs of his client's car dealership while also meeting the intent of the I-35 Corridor Overlay
- The code provisions appealed are primarily due to the applicant's desire to apply consistency of existing design patterns to the car dealership expansion
 - The existing design does include significant drought-tolerant landscaping
 - The building expansion will be to the rear
- The proposal would enhance the landscaping on the entire site with 18 new 3-inch street trees

ITEM SUMMARY: The proposed project is compliant with the following standards:

- 15 percent overall landscaping that must be irrigated
- Landscaping buffer requirements for a minimum of 3-inch caliper canopy trees to be planted every 30 feet along frontage in clusters
- Continuation of the existing design that includes terminal parking islands at the end of each parking row
- Masonry (EIFS) for the new Service Center building expansion to match the existing material

The applicant had also requested exceptions to two other I-35 Overlay Standards related to architecture (materials for the existing Chevrolet Service Center and building color), which were confirmed to have not been triggered by the scope of this project.

FISCAL IMPACT: N/A

ATTACHMENTS:

Application
Ringler Chevrolet and Toyota Variance Letter
I-35 Corridor Overlay Checklist
Site Plan
Landscape Plan
Enlarged Landscape Plan
Elevations
Vicinity Aerial Map and Photos
DRAFT 11-17-14 P&Z Minutes
Resolution

City of Temple Universal Application

(Incomplete applications will not be accepted)

- | | | |
|---|---|---|
| <input type="checkbox"/> Sketch Plan | <input type="checkbox"/> Zone Change | <input type="checkbox"/> Appeal of Administrative Decision |
| <input type="checkbox"/> Plat Vacation | <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Residential Masonry Exception |
| <input type="checkbox"/> Minor or Amending Plat | <input type="checkbox"/> Planned Development (PD) | <input type="checkbox"/> Nonresidential Masonry Exception |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> PD Site Plan | <input type="checkbox"/> Park, Facility or Street Renaming |
| <input type="checkbox"/> Final Plat | <input checked="" type="checkbox"/> I-35 Appeal | <input type="checkbox"/> Cost Sharing Offsite Participation |
| <input type="checkbox"/> Variance (Board of Adjustment) | <input type="checkbox"/> I-35 Site Plan Review | <input type="checkbox"/> Exception |
| <input type="checkbox"/> Abandonment | <input type="checkbox"/> TMED Site Plan Review | <input type="checkbox"/> Street Use License (SUL) |
| | <input type="checkbox"/> TMED Variances/Warrants | |

PROJECT INFORMATION:

☐ Residential ☒ Commercial ☐ Property Platted ☐ Property Not Platted ☐ ETJ

Project Name: RINGLER TOYOTA SERVICE SHOP ADDITION Parcel(s) Tax ID# (Required): _____

Project Address (Location): 7777 S. GENERAL BRUCE DRIVE, 76502 Total Acres: 33.002

Lot: 1,2,3 Block: 1 Subdivision: CEDON ADDITION 2

Cabinet #: _____ Slide #: _____

Outblock (if not platted): _____

Brief Description of Project: TOYOTA SERVICE SHOP ADDITION, PAVING ADDITION

Current Zoning I-35 CORRIDOR OVERLAY # of Existing Lots _____ # of Existing Units _____

Proposed Zoning _____ # of Proposed Lots _____ # of Proposed Units _____

APPLICANT / CONTACT INFORMATION: (This will be the primary contact; please ensure email address is legible)

Name: E. WAYNE ALDERMAN Company Name: CASTLES DESIGN GROUP, PC
Address: 3801 KIRBY, SUITE 600 City: TEMPLE State: TX Zip: 77098
Phone: 713-664-7974 ext. 1300 Cell #: 832-236-0491 Fax #: 713-664-9756
Email Address: walderman@castlesdesigngroup.com

PROPERTY OWNER INFORMATION:

Name: DON RINGLER Company Name: CEDON REALTY LTD.
Address: 7777 S. GENERAL BRUCE DR. City: TEMPLE State: TX Zip: 76502
Phone: 254-774-6555 Cell #: _____ Fax #: _____
Email Address: dringler@donringlertoyota.com darc@donringlertoyota.com

☐ DEVELOPER ☐ ENGINEER ☐ SURVEYOR INFORMATION: (Please ensure email address is legible)

Name: _____ Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Cell #: _____ Fax #: _____
Email Address: _____

VARIANCE / EXCEPTION / APPEAL DESCRIPTION: (Attach additional page if additional space is required)

SEE ATTACHED LETTER

City of Temple Universal Application

(Incomplete applications will not be accepted)

CHECKLIST

Submittal Requirements	All Plats	CUP & PD	Zone Change	Sketch Plan	I-35	I-35 Appeal	TMED	TMED Variance/Variance	ZBA Variance	Masonry Exception	Appeal of Administrative Decision	Abandonment	Street Use License
Complete Universal Application	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Electronic copy (PDF) of all required materials submitted as hard copies (must be legible)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hard Copies for all submittals	9	2	1	9	2	2	2	2	1	1	1	1	1
Field Notes or Lot and Block Description	✓	✓	✓		✓	✓	✓	✓	✓			✓	✓
Site Plan Checklist		✓			✓	✓	✓	✓	*				
Plat Checklist	✓			✓									
I-35 Checklist					✓	✓							
TMED Checklist							✓	✓					
Abandonment Checklist												✓	
SUL Checklist													✓
Site Plan		✓			✓	✓	✓	✓	✓	✓	*	✓	✓
Elevations		✓			✓	*	✓	*		✓			
Landscape Plan					*	*	*	*					
Lighting Plan					*	*	*	*					
Fee	✓	✓	✓	NA	NA	NA	NA	NA	✓	NA	NA	✓	✓
Survey												✓	✓

*May be required depending on nature of Appeal/Variance

Total valuation of proposed improvements for project in 1st & 3rd/TMED/I-35:

\$923,987.00

FEE SCHEDULE

Abandonment	\$100.00
Board of Adjustment (Variance)	\$ 75.00
*Preliminary/Final Plat	\$150.00 + \$3.00/lot (residential) or \$10.00/acre (nonresidential)
Street Use License (SUL) (renewed every 15 years)	\$150.00
*Zone Change/CUP/PD/Site Plan	\$150.00 + \$3.00/acre unplatted

*The filing fee for a piece of property that is 3.125 acres in size would be a total of \$159.36 (\$150 + [\$3 x 3.12]). City staff uses the second decimal place when calculating a filing fee and does not round up or down.

By signing this application, staff is granted access to your property to perform work related to your case. Each signature must be notarized.

SIGNATURE: [Signature]

(Letter of authorization required if signature is other than property owner)

Print or Type Name: Don Al Ringler

For Plats Only: This waiver must be completed for all Plat applications; failure to do so will result in the rejection of your application.

I waive the statutory time limits in accordance with Section 212 of the Texas Local Government code.

SIGNATURE: _____

(Letter of authorization required if signature is other than property owner)

Print or Type Name: _____

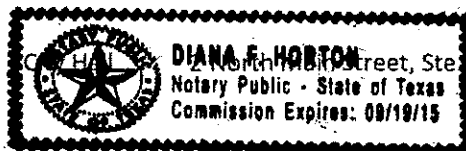
Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity there instated.

Given under my hand and seal of office on this 27 day of October, 2014.

[Signature]

Notary Public Signature

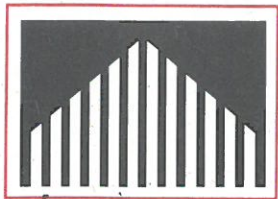
SEAL



CITY OF TEMPLE Planning & Zoning

2 North Main Street, Ste 102 Temple, TX 76501

For Department Use Only	
Project #:	_____
Project Manager:	_____
Total Fee(s):	_____
Fee Credit:	_____
Payment Method:	_____
Submittal Date:	_____
Accepted By:	_____
Accepted Date:	_____



■ Castles Design Group ■

ARCHITECTURE since 1952

A Professional Architectural Corporation
3801 Kirby Drive, Suite 600
Houston, Texas 77098
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fax : 713 . 664 . 9756
www.castlesdesigngroup.com

October 27, 2014

Mr. Brian Chandler
Director of Planning Department
City of Temple
2 North Main, Suite 102
Temple, TX 76501

RE: Ringler Chevrolet and Toyota

Dear Sir:

As we discussed previously Ringler Toyota is planning to do a Service Shop addition and paving addition. Ringler is located in the I-35 corridor overlay district. The projected costs of these improvements are as follows:

Chevrolet Fascia Remodel.....	\$168,987.00 (completed)
Toyota Service Addition.....	\$635,000.00
Paving Addition.....	\$120, 000.00
Total Budget	\$923,987.00

The Ringler Dealerships have a 2014 assessed value of \$3,913,000. Our proposed improvements are 23.6% of the assessed value. Per your zoning checklist in section 6.7 and the I-35 overlay district this triggers Site Plan Review, Tree Preservation, Screening Wall Standards, and Landscape.

We are requesting waivers on the following compliance items in regards to our submitted plans:

1. "Parking spaces that face/ adjacent to a building must utilize wheel stops"

The parking adjacent to the existing building has 6 inch raised concrete curbs to stop cars. The plazas and sidewalks are very wide so car overhangs are not a problem. We request a waiver for this.

2. "Wheel stops are required adjacent to all landscaped areas"

All existing landscape areas have 6 inch raised concrete curbs; car overhangs will not impact proposed landscaping. We request a waiver for this.

3. "No parking is allowed in the landscape buffer"

The only parking in the landscape buffer will be on featured pads and rocks that already exist.

4. "Garage and service bays must be located to rear of building or on side not visible to traffic flow on abutting side of I-35"

The Toyota Service Addition is a continuation of the existing Toyota Shop layout in the rear of building with overhead doors facing North and South, not directly towards street. In light of the new frontage landscaping being added, and the existing configuration of service shop, we ask for a waiver.

5. "Loading zones and Mechanical Equipment must not be clearly visible at eye level from any public street or located within 100 feet of any public street, unless screen is provided"

Presently only the existing Chevrolet Parts Delivery is visible. In light of added new frontage landscaping, that it is an existing dealership built before this ordinance, and that the loading area is over 400 feet from the road we ask for a waiver.

6. "Areas not covered by building or pavement must be landscaped"

Large areas of the site are not developed at this point and have natural turf and are maintained. In light of the added landscaping along frontage road we ask for a waiver.

7. "Vegetation must be used to soften the appearance of walls"

There is no such landscaping existing, as a car dealership building it is accessed in and out by cars along most of the building perimeter. In light of providing the added frontage landscaping we ask for a waiver.

8. "Foundation planting within a planting area minimum 6 feet in width, required along 70% of the length of any visible façade"

There is no such landscaping existing. The nature of the Service Shop Addition is it has to be accessible by cars in and out all along the outside walls. We ask for a waiver based on this and the street frontage landscaping being added.

9. "Landscaping buffer – one minimum 3" caliper canopy tree must be planted for every 30 feet of frontage along public row"

We propose 18 new trees along the dealership frontage. The business of a car dealership is to display and sell automobiles to the public; more trees will obscure views of the inventory and be detrimental to the business. We ask for a waiver based on this business hardship.

10. "Terminal parking islands at the end of each row minimum 360 Sq. Ft. (2-3" caliper three required in each)

We propose continuing the existing dealerships landscaping design for the islands without trees. The presence of trees and birds in the inventory display parking is detrimental to the business. We ask a waiver based on to continue the existing, landscape design for the islands will be more in keeping with facility and be more aesthetic.

11. "Median islands minimum 10 feet in width must be located after every third parking bay"

In our parking addition we would like to follow the existing parking lay out design. We ask for a waiver based on the added street frontage landscaping.

12. "Evergreen shrubs – minimum 5 gallon – must completely fill island"

In our parking addition the island landscaping we propose is similar to the very attractive existing island landscaping in the rest of facility. We ask for a waiver on this based on the landscaping we are providing.

13. "All buildings must be architecturally finished on all sides with same materials, detailing, and features.

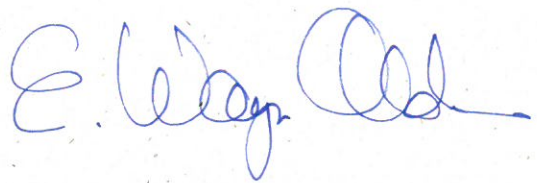
The Toyota Service Shop Addition will have Stucco like EIFS material for exterior walls, just like the existing walls. No new work on Chevrolet Service is proposed and will be left with existing metal walls. We ask for a waiver for that as the Chevrolet Facility exists, before the ordinance, and in light of the new frontage landscaping we are adding.

14. Color of structures must be earth – tone in hue"

Primary colors of facility are white which we consider to fit earth tone colors. However both buildings have red or blue accent colors as dictated and required by Chevrolet and Toyota. We ask for a waiver for

these accent colors based on they are existing, required by car manufacturer, and because of the added street frontage landscaping being provided.

We sincerely appreciate your consideration on these items.

A handwritten signature in blue ink, appearing to read "E. Wayne Alderman". The signature is fluid and cursive, with the first name "E." being more distinct than the last name "Alderman".

E. Wayne Alderman

PLANNING DEPARTMENT CHECKLIST I-35 OVERLAY PROJECTS

Address 7777 and 7687 S General Bruce Dr **Frontage** 880 ft. **Building** _____ **sq.ft.**

Proposed Use Car Lot **Sub-District** **FREEWAY RETAIL**

☐ Planned Development ☐ Conditional Use Permit ☒ **General**

I-35 Requirements Freeway Retail/Commercial Sub-District	Current Status	Standard Met	Mitigation/ Rationale/ Staff Comment
Site Plan Review (General)			
Required			
Tree Preservation (General)			
Required	Not taking out any trees	Yes	Meets standards.
Dimensional and Use Requirements			
Is the use allowed in the district?	Yes	Yes	Meets standards.
Does the Project meet dimensional requirements	Yes	Yes	Meets standards.
Parking (General)			
			Meets standards.
Curb and gutter, 6" in height, required around perimeter and all parking islands.	Yes	Yes	Meets standards.
Parking aisles must be designed to be perpendicular to the front of the building.	Yes	Yes	Meets standards.
Parking areas must be planned so that vehicles are not required to back out of parking spaces directly into a public or private street	Yes	Yes	Meets standards.
Parking lots must be designed to preserve the maximum amount of existing trees on site as possible	Yes	Yes	Meets standards.
Parking spaces that face/adjacent to a building must utilize wheel stops	Currently does not meet standard	No	Staff will support waiver contingent upon landscape area, trees, shrubs, and buffering in the front as outlined.
Wheel stops are required adjacent to all landscaped areas Wheel stops are required adjacent to all sidewalks, except for raised sidewalks at least 6 feet in width (8 feet if parking spaces front both sides)	Currently does not meet standard	No	Staff will support waiver contingent upon landscape area, trees, shrubs, and buffering in the front as outlined.
No parking is allowed in the landscape buffer	There is currently parking in front on the grass Parking is allowed on pads and rocks.	No	No parking will be allowed in the landscape buffer.
Required parking ratios- UDC 7.4.4	Yes	Yes	Meets standards.
Screening and Wall Standards			
No storage in connexes, shipping containers or portable buildings	Yes	Yes	Meets standards.

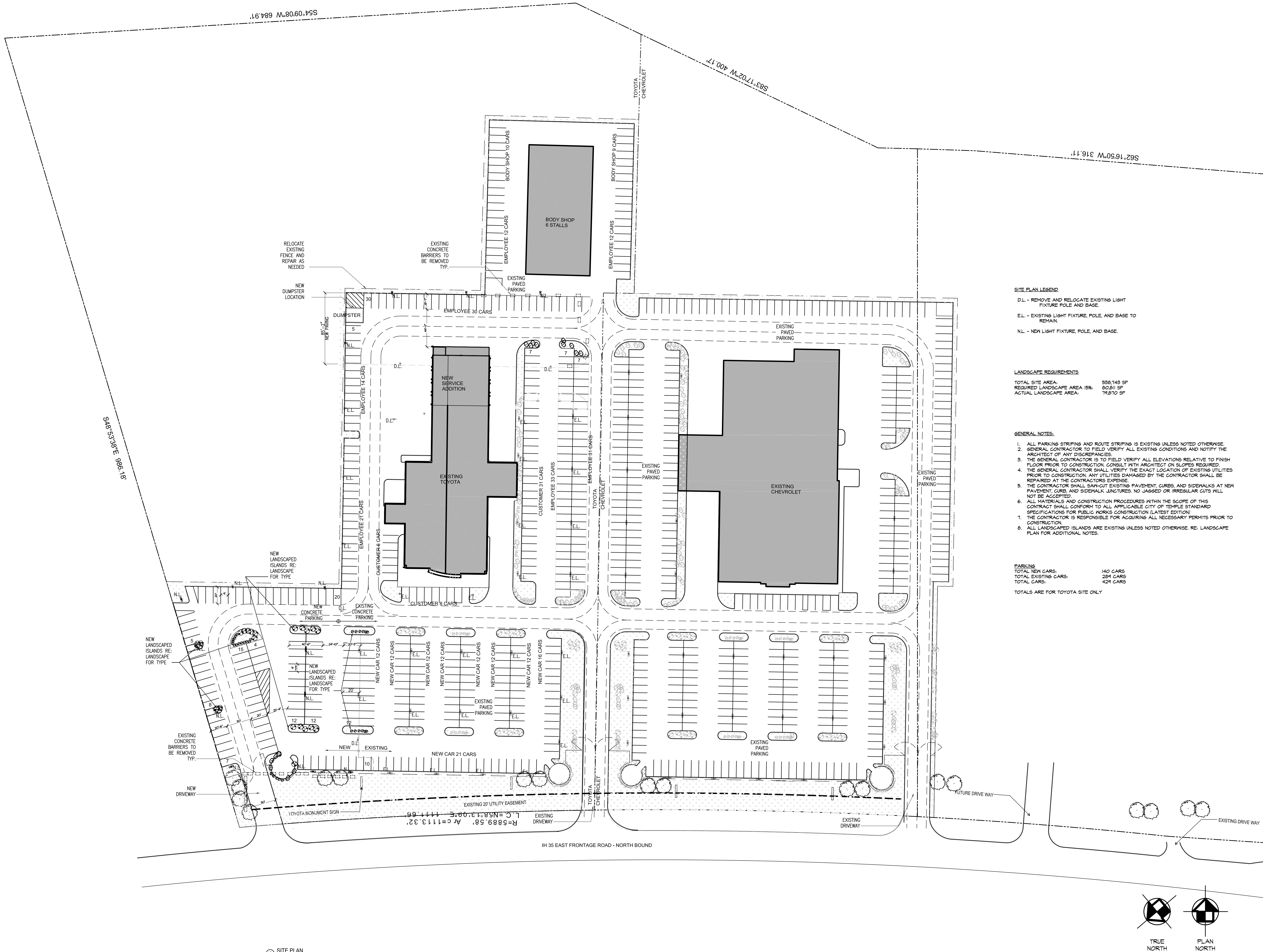
I-35 Requirements Freeway Retail/Commercial Sub-District	Current Status	Standard Met	Mitigation/ Rationale/ Staff Comment
Garage and service bays must be located to rear of building or on side not visible to traffic flow on abutting side of I-35. If visible to on-coming traffic flow, service bays must be screened by a matching masonry wing wall or an opaque landscape screen – with 3" caliper trees and 5 gal. shrubs.	Service bays are located on the rear and side however are visible from public view. Currently not screened.	Partially not met	Existing service bays are in the rear of the property and are not screened. Staff will support partial waiver contingent upon landscape area, trees, shrubs, and buffering in the front as outlined. These required shrubs to be moved to front landscape area
Loading zones and mechanical equipment must not be clearly visible at eye level from any public street or located within 100' of any public street, unless screen is provided.	Existing mechanical equipment on the roof is visible from I-35	No	Can only be seen on Chevrolet property on North bound lane. Staff will support waiver
Public utility stations must be screened with a masonry wall	Yes	Yes	Meets standards.
A min. 6' matching masonry wall must be constructed between non-residential/multi-family use and residential use or zoning district.	n/a	n/a	n/a
Refuse storage/compactors/vehicle loading and unloading must not be clearly visible at eye level from any public street or located within 100' of any public street. Vehicle loading and unloading zones must not be visible and screened with matching solid masonry wall earthen berms or 6' opaque landscaping. Refuse must be enclosed on three sides in solid wall of wood or masonry to match building with eight foot self closing gate.	Yes	yes	Meets standards.
All ground mounted service equipment must be located at the rear of buildings (unless rear faces I-35), integrated into the building envelope, or enclosed service area. If visible, must have 100% opaque screening one foot higher than equipment being screened.	Yes	Yes	Meets standards.
Landscaping			
Areas not covered by building or pavement must be landscaped	Areas have turf, but not landscaped trees, shrubs, and ground cover.	No	Staff will support partial waiver contingent upon front landscape area, trees and shrubs are installed. These required plantings should be moved to the front landscape area
Landscape Area 15% (Irrigated)	Need more information		15% landscaped area in front to soften appearance and

I-35 Requirements Freeway Retail/Commercial Sub-District	Current Status	Standard Met	Mitigation/ Rationale/ Staff Comment
			mitigate other waivers.
Drainage facilities are not allowed in the landscape areas	No	Yes	
Vegetation must be used to soften the appearance of walls – min 5 gal.shrubs planted every 30" on center.	None present	No	Staff will support partial waiver contingent upon landscape area, trees, shrubs, and buffering in the front as outlined. These required shrubs to be moved to front landscape area
Foundation plantings, within a planting area min 6' in width, required along 70% of the length of any visible façade.	None present	No	Staff will support partial waiver contingent upon front landscape area, trees and shrubs are installed. These required plantings should be moved to the front landscape area.
Landscape buffer- One min. 3" caliper canopy tree must be planted for every 30' of frontage along public ROW. If power lines are present four ornamental trees may be substituted for one canopy tree	No trees currently on site.	No	29 canopy trees required and can be clustered at entrances and front corners of property. Minimum separation of 30' on center in any direction.
Required landscape buffer trees must be planted in clusters not intervals	No trees currently on site	No	29 canopy trees required and can be clustered at entrances and front corners of property. See above
Required landscape buffer must have a minimum of 60% evergreen trees	No landscape buffer evergreen trees in place	No	17 trees will be evergreen
20% Required landscape buffer must have native grass beds or wildflowers	No landscape buffer in place	No	Will meet requirement
Landscape buffer berms not less than 24 inches covering 50% of landscape buffer area	No landscape buffer in place	No	Will meet requirement
Parking lot, fuel pumps, and vehicle drive-thru window must be screened by hedge row 2.5 to 4' high for all parking areas visible from public view	Parking is not screened	No	Will meet requirement. Shrubs to be located in front buffer.
Meandering sidewalk required if Trails Master Plan identifies one adjacent in accordance with city sidewalks standards for classification	n/a	n/a	Meets standards.
Interior parking islands 1 per every 10 spaces minimum 170 sq ft (1 3" tree required in each)	Not required for vehicle sales	n/a	Meets standards.
Terminal parking islands at the end of each row minimum 360 sq ft (2- 3" caliper tree required in each)(non-inventory).	Terminal islands are in place with shrubs, but no trees in place.	No	Staff will support partial waiver contingent upon front landscape area, trees and shrubs are installed. These

I-35 Requirements Freeway Retail/Commercial Sub-District	Current Status	Standard Met	Mitigation/ Rationale/ Staff Comment
			required plantings should be moved to the front landscape area.
Median islands minimum 10' in width must be located after every third parking bay (3" tree required every 30')	Chevrolet site does not meet, Toyota site does.	No	Staff will support partial waiver contingent upon front landscape area, trees and shrubs are installed. These required plantings should be moved to the front landscape area.
Landscape must be drought tolerant and accent building features, entryways, and driveways.	Current landscape meets	Yes	Meets standards
Landscaping (Vehicle Sales)			
Parking lot islands must be located at the end of inventory aisles, span the aisle (both sides) (minimum depth of ten feet)	Yes	Yes	Meets standards.
Evergreen shrubs –minimum 5 gallon – must completely fill island	No - There is current landscaping in islands, but they do not completely fill island	No	Staff will support partial waiver contingent upon front landscape area, trees and shrubs are installed. These required plantings should be moved to the front landscape area.
Architectural			
Development must be sited as to maximize street presence.	Yes	Yes	Meets standards.
Location and placement of buildings must reflect consideration for roadway access, existing vegetation and surrounding development.	Yes	Yes	Meets standards.
Must 2:1 slope from residential property line if building is non-residential	n/a	n/a	Meets standards.
All buildings must be architecturally finished on all sides with same materials, detailing and features. Facades not visible from the street may reflect only similar colors if screened with single row of trees- 30' offset; 50% canopy; 10 foot landscape edge.	No, Chevrolet services bays are not finished out with primary material. Service bays are metal.	No	Will refinish south side of service bay with matching masonry. Staff will recommend waiver for rear and inside service bays which are not visible to public
Building entrances must be articulated and defined to present a strong entry presence. Must be inset or offset by min 6'.	Yes	Yes	Meets standards.
All buildings must incorporate no less than 3 architectural elements > 50,000 must incorporate 5 elements	Yes	Yes	Meets standards.

I-35 Requirements Freeway Retail/Commercial Sub-District	Current Status	Standard Met	Mitigation/ Rationale/ Staff Comment
All buildings must be designed and constructed in tri-partite architecture.	Yes	Yes	Meets standards.
All retail buildings with facades greater than 200' must incorporate wall plane projections or recesses that are at least 6' deep. Projections and recesses must be at least 25 percent of length of the façade.	Yes	Yes	Meets standards.
Windows must be a minimum of 40% up to a maximum of 80% or each building elevation.	Will need further info		
Color of structures must be earth-tone in hue.	Primary colors are earth tone, accented with Red and Blue	No	Colors are accent only. Staff will support waiver contingent upon landscape area, buffers, trees and shrubs as outlined
No more than three materials for facades of buildings	Will need further info		
No single building material may cover more than 80% of the front of any building.	Will need further info		
Windows must not be glazed or re-glazed with mirrored or reflective glass.	Will need further info		
Vandal resistant building components must be incorporated.	Will need further info		
Approved primary and accent building materials must be from the approved building materials list. Primary materials 70%-90% ; Accent 10%-30%	Will need further info		
Lighting			
All luminaries of 1800 or more lumens must be full-cutoff as installed. (For luminaries under 1800 the bulb must be frosted glass or behind translucent cover	Will need further info		
Exterior lighting must have soft indirect illuminations concealed behind landscape or utilize lighting fixtures that produce no direct glare.	Will need further info		
On-site lighting must be used for entries, walkways, and parking areas. Down wall washing only. No flood lighting.	Will need further info		
Security lighting must be used to avoid glare and must direct light toward building or storage.	Will need further info		
Max 80 lumens per net acre with full cut-off lighting	Will need further info		
Lights mounted on underside of roof 15' or more from any roof edge count ½	Will need further info		

I-35 Requirements Freeway Retail/Commercial Sub-District	Current Status	Standard Met	Mitigation/ Rationale/ Staff Comment
toward total lumens.			
Lighting must be focused and promote safety.	Will need further info		
Outdoor lighting fixtures must be max 30' in height/	Will need further info		
No blinking, flashing, moving, or mercury vapor lighting allowed.	Will need further info		



SITE PLAN LEGEND

- D.L. - REMOVE AND RELOCATE EXISTING LIGHT FIXTURE POLE AND BASE.
E.L. - EXISTING LIGHT FIXTURE, POLE, AND BASE TO REMAIN.
N.L. - NEW LIGHT FIXTURE, POLE, AND BASE.

LANDSCAPE REQUIREMENTS

TOTAL SITE AREA: 588,143 SF
REQUIRED LANDSCAPE AREA (5%): 29,407 SF
ACTUAL LANDSCAPE AREA: 79,810 SF

GENERAL NOTES:

- ALL PARKING STRIPING AND ROUTE STRIPING IS EXISTING UNLESS NOTED OTHERWISE.
- GENERAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
- THE GENERAL CONTRACTOR IS TO FIELD VERIFY ALL ELEVATIONS RELATIVE TO FINISH FLOOR PRIOR TO CONSTRUCTION. CONSULT WITH ARCHITECT ON SLOPES REQUIRED.
- THE GENERAL CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL SAW-CUT EXISTING PAVEMENT, CURBS, AND SIDEWALKS AT NEW PAVEMENT, CURB, AND SIDEWALK JUNCTURES. NO JAGGED OR IRREGULAR CUTS WILL NOT BE ACCEPTED.
- ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF TEMPLE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).
- THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- ALL LANDSCAPED ISLANDS ARE EXISTING UNLESS NOTED OTHERWISE. RE: LANDSCAPE PLAN FOR ADDITIONAL NOTES.

PARKING
TOTAL NEW CARS: 140 CARS
TOTAL EXISTING CARS: 284 CARS
TOTAL CARS: 424 CARS

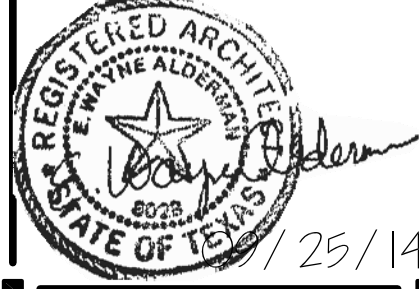
TOTALS ARE FOR TOYOTA SITE ONLY

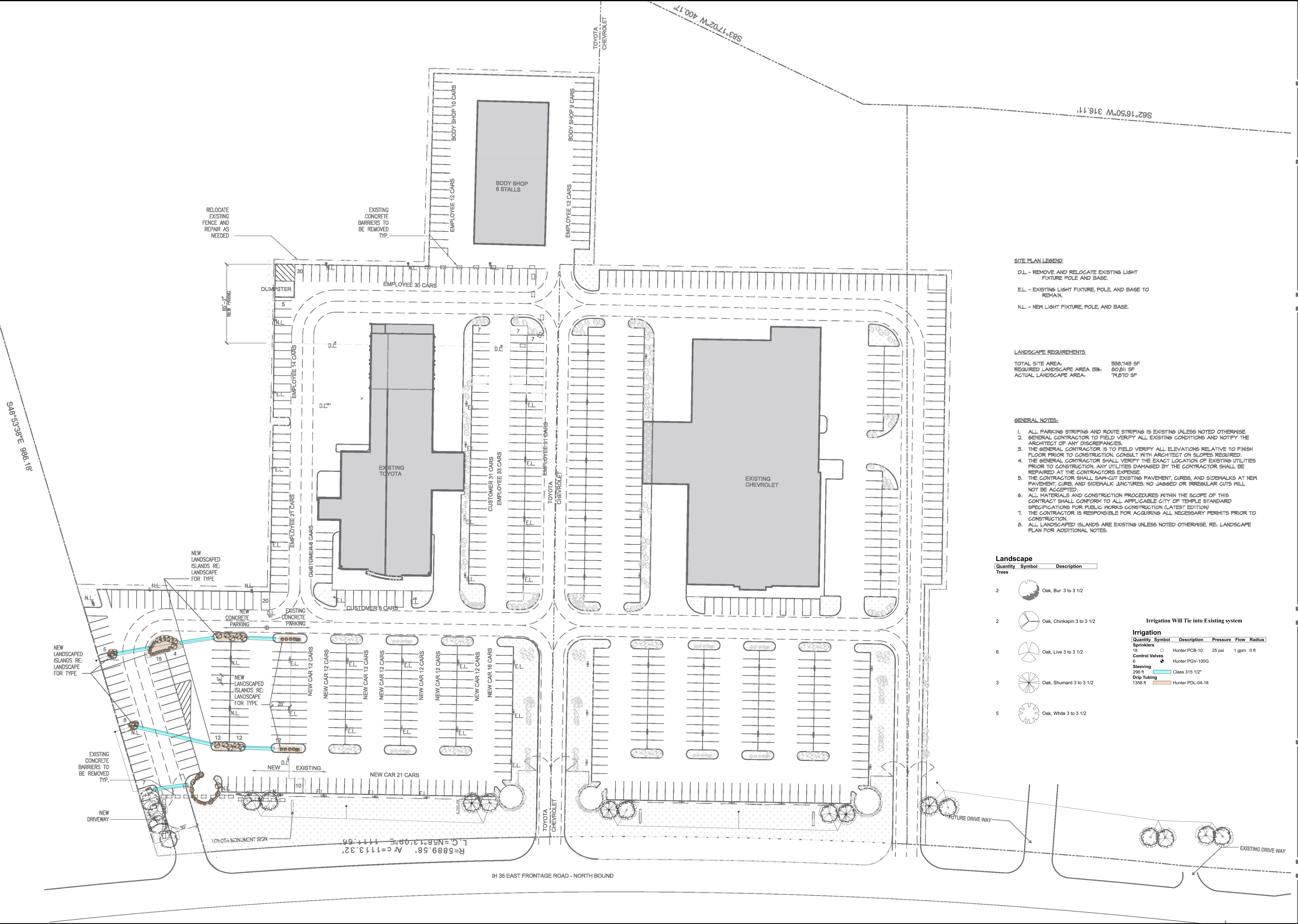
Revisions		
No.	Date	Description

THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE FOLLOWING PROJECT:
DON RINGLER TOYOTA
TEMPLE, TEXAS
THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE ARCHITECT. REPRODUCTION IS PROHIBITED.
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CASTLES DESIGN GROUP, INC.

**RINGLER TOYOTA
SERVICE SHOP RENOVATIONS
IH 35 SOUTH TEMPLE, TEXAS**

Castles Design Group
A Professional Architectural Corporation
3801 Kirby Dr., Suite 600
Houston, Texas 77098
tel: 713 664 9794
fax: 713 664 9756





SITE PLAN LEGEND

- D.L. - REMOVE AND RELOCATE EXISTING LIGHT FIXTURE POLE AND BASE.
E.L. - EXISTING LIGHT FIXTURE, POLE, AND BASE TO REMAIN.
N.L. - NEW LIGHT FIXTURE, POLE, AND BASE.

LANDSCAPE REQUIREMENTS

TOTAL SITE AREA: 598,743 SF
REQUIRED LANDSCAPE AREA (5%): 80,811 SF
ACTUAL LANDSCAPE AREA: 74,870 SF

GENERAL NOTES:

- ALL PARKING STRIPING AND ROUTE STRIPING IS EXISTING UNLESS NOTED OTHERWISE.
- GENERAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
- THE GENERAL CONTRACTOR IS TO FIELD VERIFY ALL ELEVATIONS RELATIVE TO FINISH FLOOR PRIOR TO CONSTRUCTION. CONSULT WITH ARCHITECT ON SLOPES REQUIRED.
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- THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- ALL LANDSCAPED ISLANDS ARE EXISTING UNLESS NOTED OTHERWISE. RE: LANDSCAPE PLAN FOR ADDITIONAL NOTES.

Landscape

Quantity	Symbol	Description
----------	--------	-------------

Trees

- | | | |
|---|--|---------------------------|
| 2 | | Oak, Bur 3 to 3 1/2 |
| 2 | | Oak, Chinkapin 3 to 3 1/2 |
| 6 | | Oak, Live 3 to 3 1/2 |
| 3 | | Oak, Shumard 3 to 3 1/2 |
| 5 | | Oak, White 3 to 3 1/2 |

Irrigation Will Tie into Existing system

Irrigation

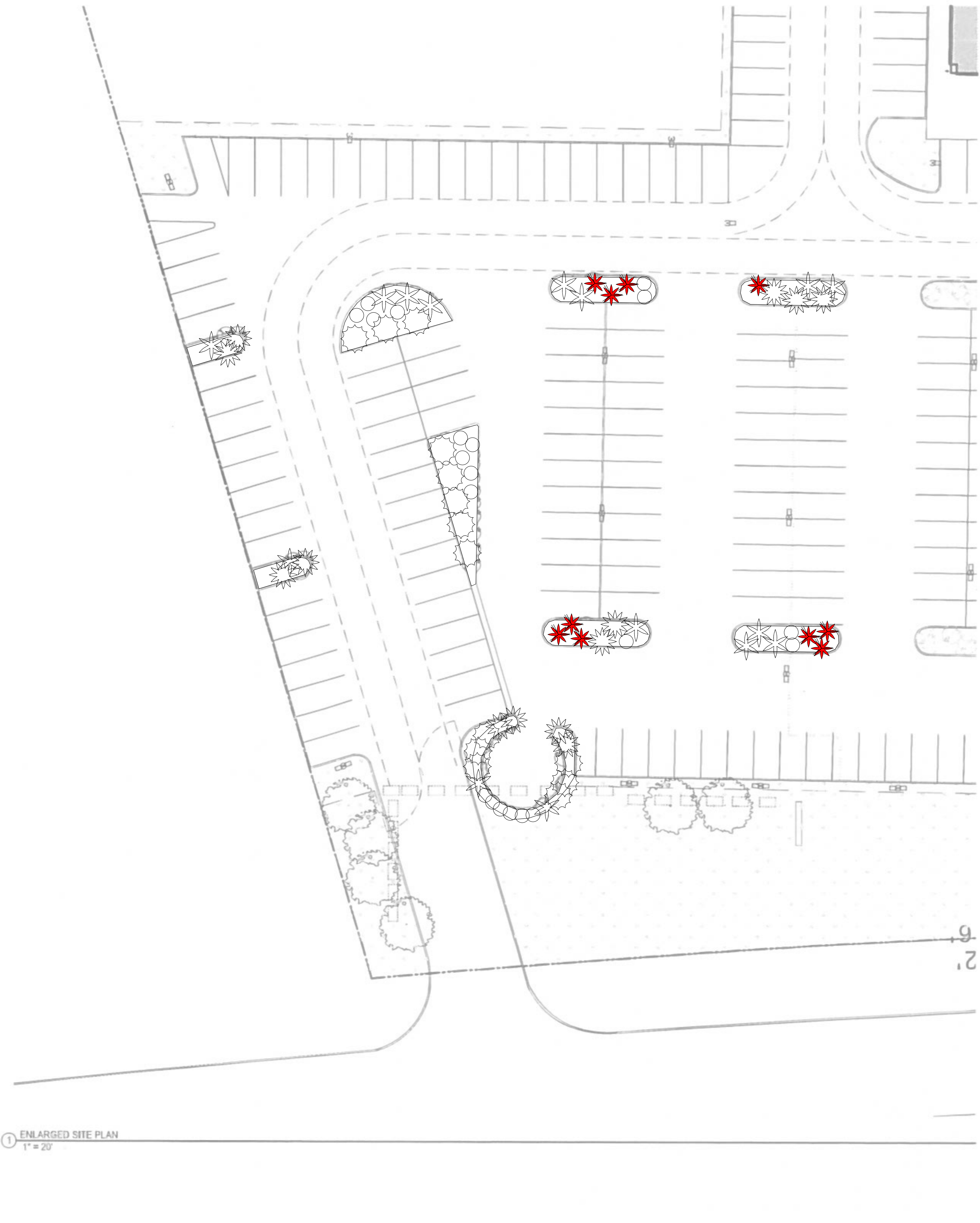
Quantity	Symbol	Description	Pressure	Flow	Radius
18		Hunter PCB-10	25 psi	1 gpm	0 ft
6		Hunter PGV-100G			
296 ft		Class 315 1/2"			
1358 ft		Hunter PDL-04-18			

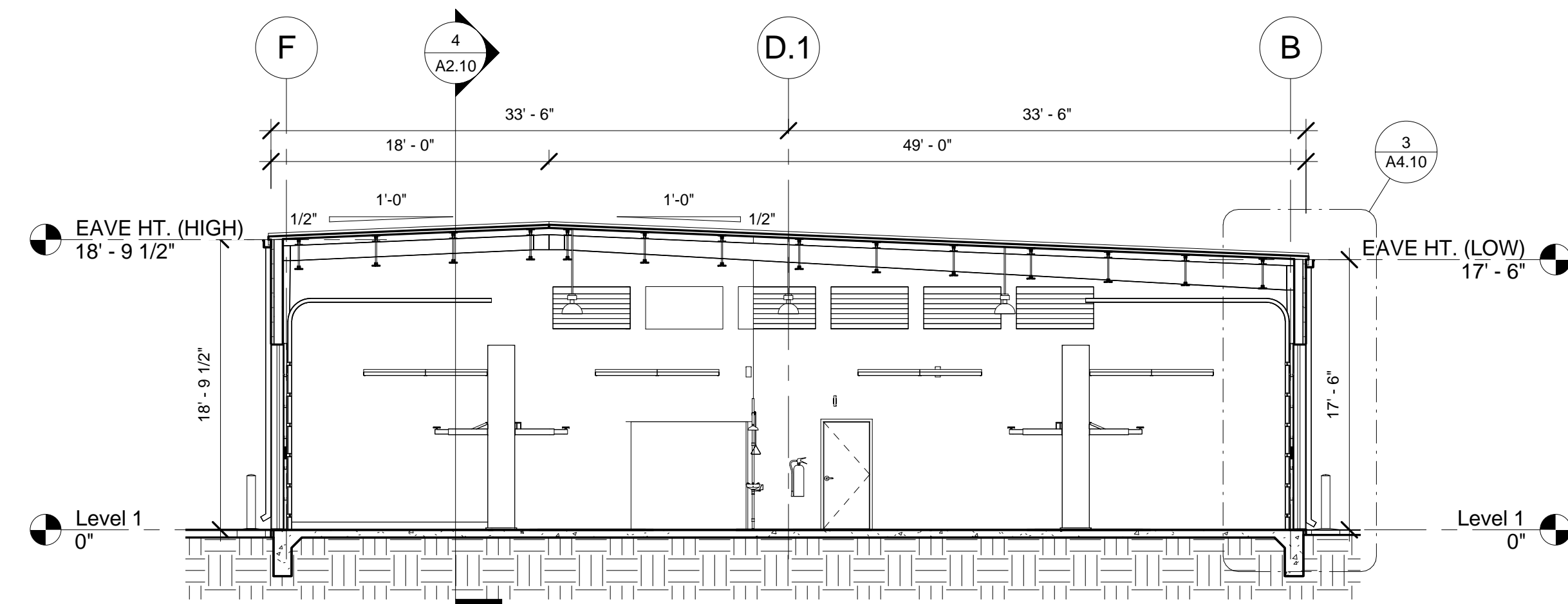
Landscape

Quantity	Symbol	Description
Ground Cover-Vines		
20	○	Lantana 3 Gallon
15	✱	Lindheimer's Muhly Grass 3 gallon
Shrubs Under 4 Feet		
14	⊙	Rose, Knockout 3 Gallon
13	✱	Yucca Soft Leaf 3 Gallon
11	✱	Yucca, Red 3 Gallon

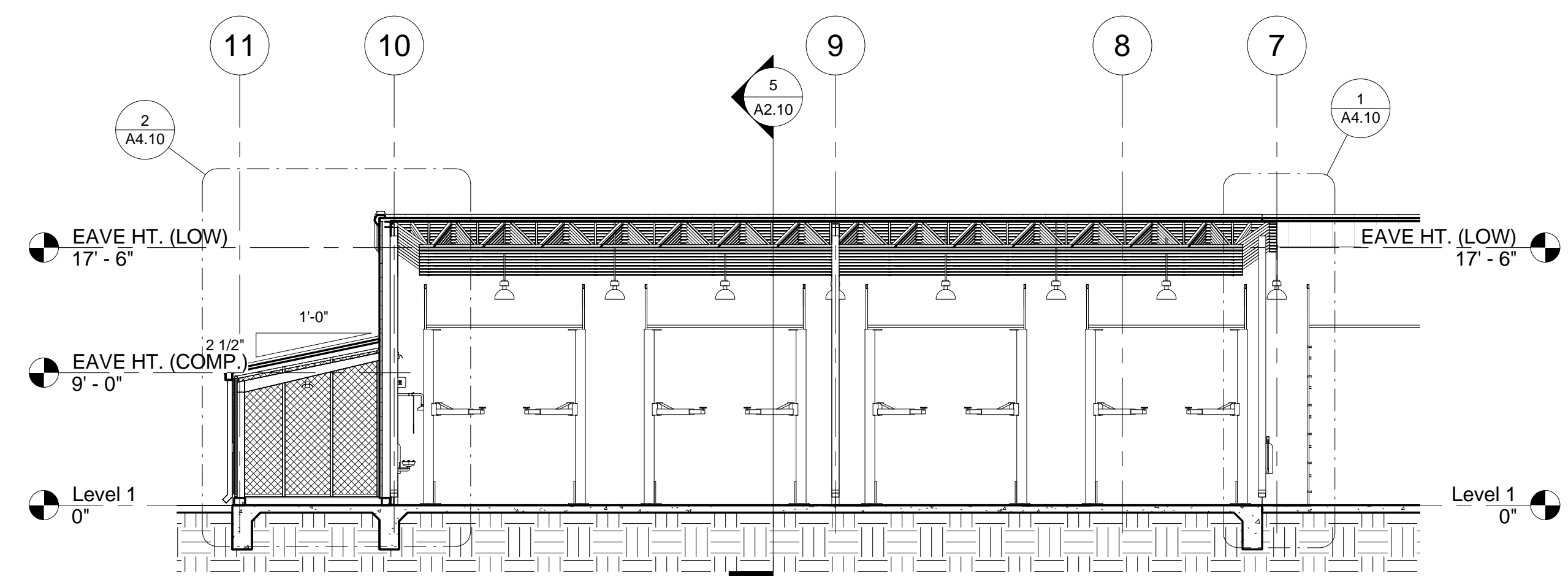
Don Ringler Revised Landscaping Plan
Temple Texas

Heart of Texas Landscape
& Irrigation Inc.

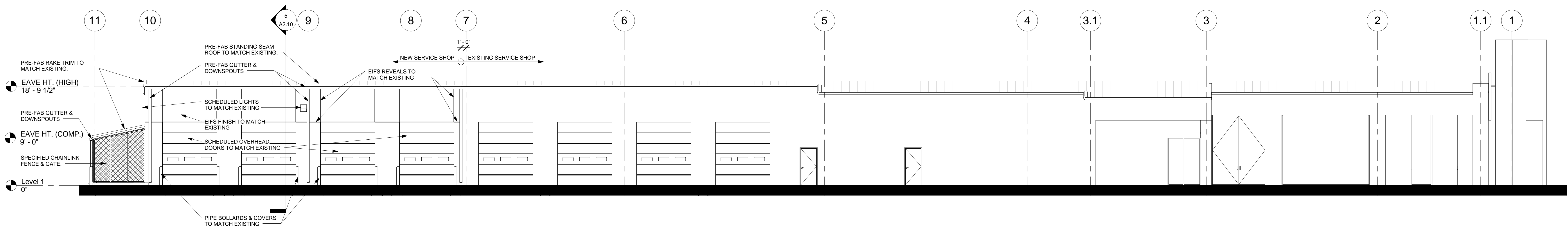




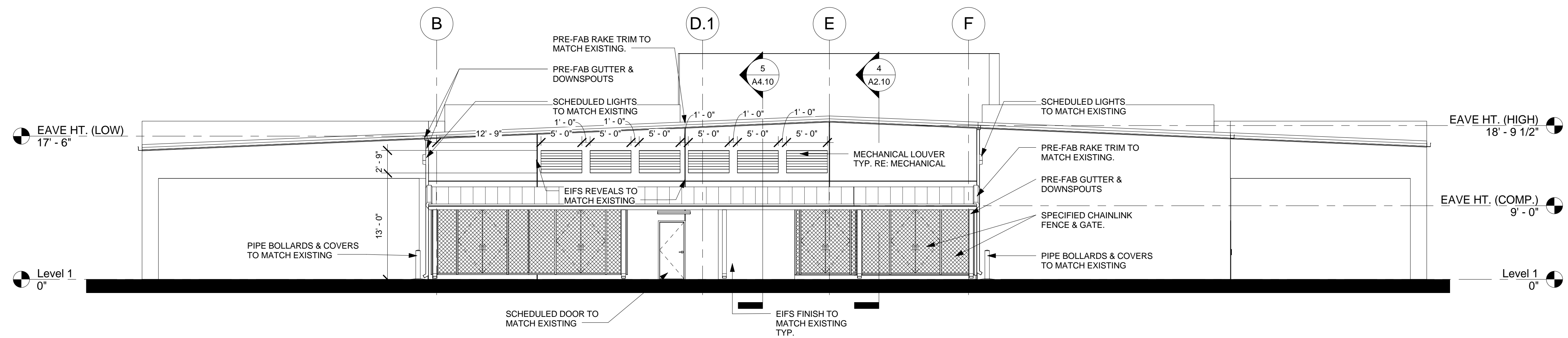
5 Building Section 2
1/8" = 1'-0"



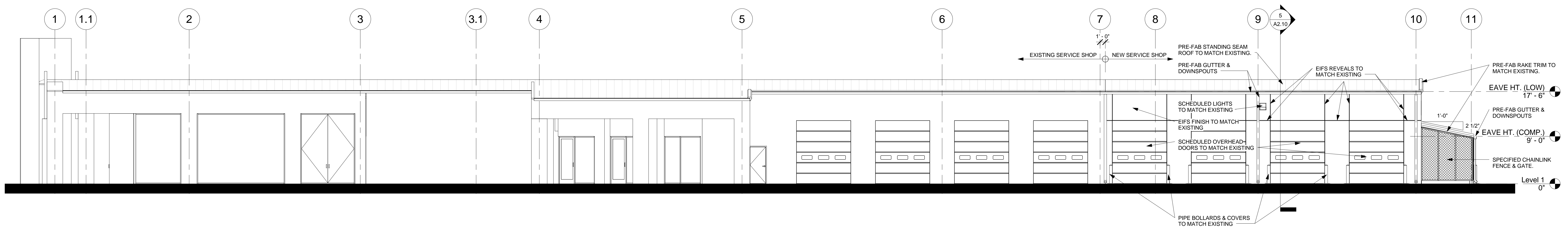
4 Building Section 1
1/8" = 1'-0"



3 West
1/8" = 1'-0"



2 North
1/8" = 1'-0"



1 East
1/8" = 1'-0"

Revisions		
No.	Date	Description

Revision Schedule		
Revision Number	Revision Description	Revision Date

THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE FOLLOWING PROJECT:

Ringler Toyota

Temple, Texas

THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE ARCHITECT. REPRODUCTION IS PROHIBITED.

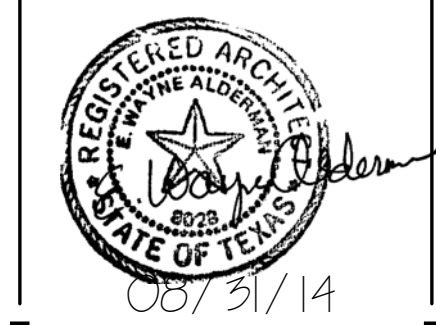
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CASTLES DESIGN GROUP, INC.

Ringler Toyota

Temple, Texas

Castles Design Group

A Texas Corporation
3801 Kirby Dr., Suite 600
Houston, Texas 77098
tel: 713 664 7974
fax: 713 664 9756



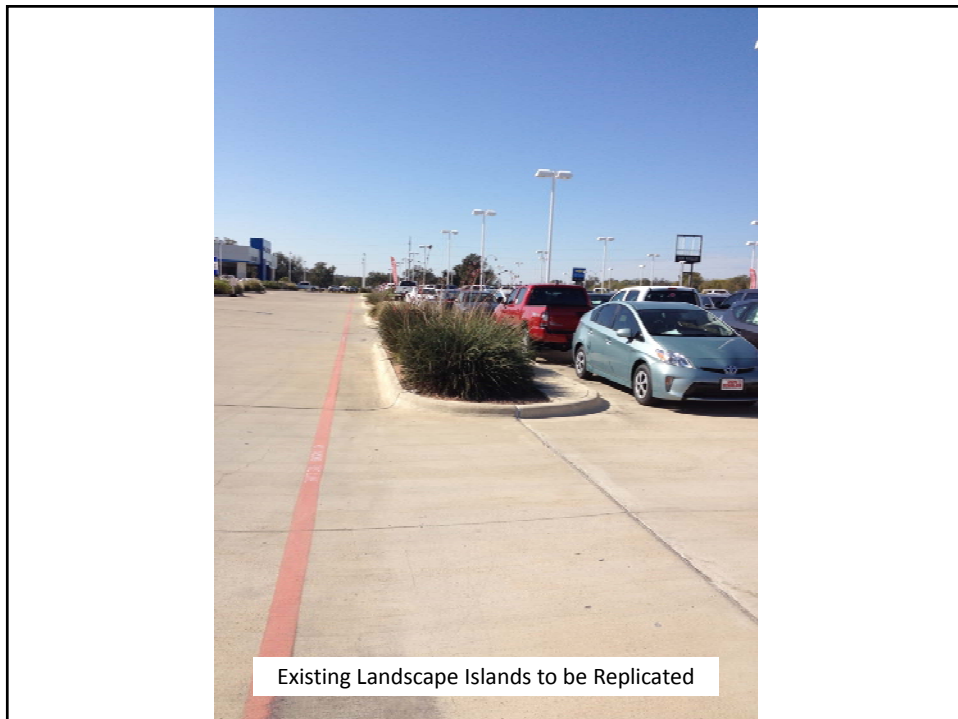
Exterior Elevations

A2.10

Date: 08/31/14
Project No: 1107-365



Vicinity Aerial Map



Existing Landscape Islands to be Replicated



Existing Landscape Islands to be Replicated



Existing Landscape Islands to be Replicated





Looking South: Existing Display and Proposed Tree Location



Looking North: Proposed Tree Location



North Elevation: Existing Service Center
(Proposed for Expansion)



Rear of Existing Service Center



Rear of Existing Service Center



South Elevation: Existing Service Center

**PLANNING AND ZONING COMMISSION
NOVEMBER 17, 2014
5:30 P.M.**

PLANNING AND ZONING MEMBERS PRESENT

Chair Greg Rhoads

COMMISSIONERS:

James Staats
Patrick Johnson
Omar Crisp

Blake Pitts
David Jones

PLANNING AND ZONING MEMBERS ABSENT:

Tanya Mikeska-Reed
Lester Fettig

Will Sears

STAFF PRESENT:

Beverly Zendt, Assistant Director of Planning
Trudi Dill, Deputy City Attorney
Tammy Lyerly, Senior Planner
Mark Baker, Planner
Mary Maxfield, Planning Technician
Leslie Evans, Planning Technician

The agenda for this meeting was posted on the bulletin board at the Municipal Building, November 13, 2014 at 3:30 p.m. in compliance with the Open Meetings Law.

The following is a summary of the proceedings of this meeting. It is not intended to be a verbatim translation.

Chair Rhoads called Meeting to Order at 5:30P.M.

Invocation by Vice-Chair Jones; Pledge of Allegiance by Commissioner Johnson.

A. CONSENT ITEMS

Item 1: Approval of Minutes: Work session and the regular meeting of November 3, 2014.

Approved by general consent.

B. ACTION ITEMS

Item 2: I-FY-15-01 – Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7 of the Unified Development Code related to I-35 Corridor Overlay Zoning District for landscaping, parking and screening for a proposed addition to Ringler Chevrolet and Toyota at 7777 South General Bruce Drive.

Ms. Beverly Zendt, Assistant Director of Planning, stated the applicant for this item was Wayne Alderman who was also present for any questions.

The applicant is proposing expansion of the existing parking lot and service center which is oriented toward the rear of the property. The triggered standards represent a cost that is 23 percent of the assessed improvement value and include parking, screening, and landscaping.

The applicant proposes new landscape islands in the new parking area which will replicate the drought tolerant vegetation in the existing landscaped islands. The proposed parking area is currently undeveloped.

The current bays in the service center face north and south.

The proposed site/landscape plan is shown.

Elevations of the service center are shown which include the proposed addition to the service center.

Ms. Zendt summarized the appeal request:

An appeal to Unified Development Code (UDC) Sec. 6.7.5.C. **Parking,**

Wheel stop requirements for parking spaces adjacent to buildings and landscaping (to be consistent with existing parking lot; the front ends of cars do not currently hang over existing landscaping). The applicant has existing six-inch curbing and would like to keep a consistent drive aisle.

An appeal to UDC, Sec. 6.7.5.C. **Parking,**

Parking in the landscape buffer (for existing car displays consisting of featured pads and rocks). The applicant currently has two elevated display pads and would like to retain them.

An appeal to UDC, Sec. 6.7.5.D. **Screening and Wall Standards**

Garage and service bays must be located to rear of building or on side not visible to traffic flow on abutting side of I-35 (bays currently found to rear on both sides of the building).

The current service center is located to the rear of the property and is somewhat visible to oncoming traffic, but the bulk of the building is shielded by landscaping and any future landscaping.

An appeal to UDC, Sec. 6.7.5.E. **Landscaping**

Vegetation must be used to soften the appearance of walls; and

Foundation planting along at least 70 percent of each visible façade (does not currently exist on any of the buildings and is not proposed).

Staff has supported these requests.

An appeal to UDC, Sec. 6.7.5.E. **Landscaping**

Interior parking islands are required every 10 spaces with three-inch caliper trees in each (every 12 spaces with native shrubs proposed); and

Median landscaped parking islands required every third parking row (median islands do not currently exist and are not proposed).

The applicant would like to follow the same pattern as done on the existing parking. They are providing terminal parking islands as previously done throughout the site and would like to continue the pattern.

An appeal to UDC, Sec. 6.7.9. **Freeway Retail / Commercial Sub-District**

Evergreen shrubs must completely fill parking islands where sales inventory aisles exist for an automobile, truck, motorcycle, recreational vehicle or boat sales (propose continuation of existing design pattern, which consists of drought-tolerant plants and shrubs).

Staff supports this request since proposed drought-tolerant vegetation will be installed.

Compliance Summary:

15 percent overall landscaping that must be irrigated;

Landscaping buffer requirements for a minimum of three-inch caliper canopy trees to be planted every 30 feet along frontage in clusters;

Continuation of the existing design that includes terminal parking islands at the end of each parking row; and

Masonry (EIFS) for the new Service Center building expansion to match the existing material.

Staff recommends approval of the appeal as submitted based on the following:

Applicant has been working with staff to develop a compromise that meets the expansion needs of his client's car dealership while also meeting the intent of the I-35 Corridor Overlay;

Appeal primarily due to desire to apply consistency of existing design patterns to the car dealership expansion;

The existing design does include significant drought-tolerant landscaping;

The building expansion will be to the rear; and

The proposal would enhance the landscaping along the I-35 frontage with 18 new three-inch street trees.

Commissioner Pitts asked for clarification on the parking in the landscape buffer and if it were only allowed on the two existing rock displays (elevated platforms). Ms. Zendt responded yes, that is the only place (existing rock displays) they may continue parking. No new parking is allowed in any of the landscape buffer on the entire site.

Mr. Wayne Alderman, Architect, 3801 Kirby Drive, #600, Houston, Texas, agreed to the above comment about parking that no parking would occur other than the rock displays (elevated platforms).

Ms. Zendt stated that the record could reflect the appeal is approved with the consideration that only the two rock elevated platforms (featured pads and rocks) are the only areas allowed for parking in the landscape buffer.

Mr. Alderman stated the horseshoe shaped area would also be elevated which would make three areas but it is not located in the grassy area.

Commissioner Pitts made a motion to approve Item 2, **I-FY-15-01**, with the consideration that no vehicles will be parked in the landscaped buffer except for the existing rock display platforms, and Commissioner Johnson made a second.

Motion passed: (6:0)

Commissioners Mikeska-Reed, Sears, and Fettig absent

Item 3: P-FY-15-04 – Consider and take action on the Final Plat of Valley Ranch Addition Phase III, a 16.206 +/- acres, 39-lots, 3-blocks residential subdivision, located at the southwest corner of FM 93 and Dubose Road.

Ms. Tammy Lyerly, Senior Planner, stated the P&Z Commission is the final authority on this plat since the applicant has not requested any exceptions to the UDC.

The Development Review Committee (DRC) reviewed the plat on November 5, 2014 and it was deemed administratively complete on November 13, 2014.

The plat will have the use of local rural streets with 50-foot wide right-of-way and 28-foot wide streets (measured back of curb to back of curb) per City Council approval of the Revised Preliminary Plat of Valley Ranch Addition on August 15, 2013. This portion of the final plat is in agreement with what City Council approved. However, there are parts of final plat that differ from the preliminary plat, but these differences were deemed not substantial enough to warrant amending the preliminary plat--The entrance has been shifted and a cul-de-sac was added.

Two 50-foot radius temporary turnaround easements are proposed on the north edge of the plat until future phases are developed.

Water and sewer will be provided through six-inch lines. A 10-foot wide water line easement and 10-foot wide sewer line easement extend offsite at the north boundary.

The existing detention pond control structure is to be modified prior to acceptance of the Phase III infrastructure, per drainage report and preliminary plat.

Per previously approved agreements, the developer will provide a playground in the Valley Ranch Park. An additional \$2,712 will be added to playground development as agreed with this phase and phase four. Per prior agreement, all playground/play amenities would be constructed in Valley Ranch Park by the developer prior to the acceptance of the infrastructure for this phase of development.

Staff recommends approval of the Final Plat of Valley Ranch Addition, Phase III

Commissioner Crisp made a motion to approve Item 3, **P-FY-15-04**, and Commissioner Pitts made a second.

Motion passed: (6:0)

Commissioners Mikeska-Reed, Sears, and Fettig absent

Item 4: P-FY-15-05 – Consider and take action on the Final Plat of Dove Meadows Phase I, a 21.560 +/- acres, 60-lot, 4-block, 2 parcel, subdivision, located on the west side of Old Waco Road, south of its intersection with Poison Oak Road.

Mr. Mark Baker, Planner, stated P&Z would be the final authority on this plat since the applicant did not request any exceptions to the UDC.

The Final Plat was reviewed by the DRC on November 5, 2014 and deemed administratively complete on November 12, 2014.

This plat went through a rezoning application before the P&Z and was rezoned in March 2014 (City Council approved March 6, 2014, Ordinance No. 2014-4641) to Single-Family-Two (SF-2) and retained an Agriculture (AG) zoning on the five acre portion fronting Old Waco Road.

Along with the preliminary plat, the developer requested an exception (UDC Sec. 8.3) relevant to the payment of park fees. (City Council approved July 17, 2014, Resolution No. 2014-7372).

The final plat proposes the creation of one arterial street, the new alignment of Poison Oak Road, along with four local streets:

Dove Meadows Boulevard
Inca Dove Drive
Golden Heart Drive
Emerald Dove Court

The sewer is available by a 15-inch line on the south property boundary. It is within the proposed area which is the new alignment for Poison Oak.

Water is available through a three-inch line in Old Waco Road.

The required sidewalks include a four-foot wide along South Pea Ridge (future phase), a six-foot wide along Poison Oak Road, and a six-foot wide along Old Waco Road (upsized for Spine Trail).

The sidewalk and trail improvements on Old Waco Road would be part of the Transportation Capital Improvement Projects (TCIP).

	Per Code	Functional ½ Street Section
South Pea Ridge	55' (total)	35' (70' total)
Poison Oak	70' (total)	50' (100' total)
Old Waco Road	70' (total)	81.5' (163' total)
	Dedicated ROW (per this plat)	
South Pea Ridge	35'	
Poison Oak	50'	
Old Waco Road	10' (accommodation for 31.5' additional)	

Staff recommends approval of the Final Plat of Dove Meadows, Phase I.

Vice-Chair Jones made a motion to approve Item 4, **P-FY15-05**, as presented, and Commissioner Crisp made a second.

Motion passed: (6:0)

Commissioners Mikeska-Reed, Sears, and Fettig absent

Item 5: Z-FY-14-40 - Hold a public hearing to consider and recommend action on a rezoning from Planned Development to Office One District (O-1) on 0.343 acres, being part of the Creekside Planned Development, located at 3502 SW H K Dodgen Loop. **(WITHDRAWN BY APPLICANT)**

C. REPORTS

Item 6: Receive and discuss the **Planning Director's Report** containing items for future meetings regarding subdivision plats, zoning cases, conditional use permits, annexations, and proposed text amendments to the Unified Development Code.
(continued, if not completed in Work Session)

There being no further business, the meeting was adjourned at 6:02 p.m.

Respectfully submitted,
Leslie Evans

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
TUESDAY, DECEMBER 2, 2014**

ACTION ITEMS

Item 2: Z-FY-15-01 – Hold a public hearing to consider and recommend action on a rezoning from Agricultural District (AG) to General Retail District (GR) on 1.00 +/- acres, out of the Nancy Chance Survey, Abstract Number 5, Bell County, Texas, located at 108 & 124 Old Waco Road.

Mr. Mark Baker, Planner, stated the applicant for this request was All County Surveying on behalf of Harold Proctor, the property owner. This item is scheduled to go to City Council for first reading on January 15, 2015 and second reading on February 5, 2015.

The rezone is for the anticipated development of a proposed multi-tenant retail and service center, primarily a chiropractic office. The property is adjacent to Extreme Cheer (Gymnastic Facility) which was approved with a General Retail (GR) zoning in 2013.

The final plat will be forthcoming.

The Future Land Use and Character Map designate the area as Suburban-Commercial, which is primarily for office and retail type zoning.

Old Waco Road ("Outer Loop") is a proposed major arterial and has a proposed citywide spine trail. The right-of-way will be addressed with the plat. The Outer Loop is proposed at 163 foot right-of-way. The required right-of-way has been acquired along this frontage (plat description takes into account needed right-of-way and no additional right-of-way will be anticipated).

Old Waco Road ("Outer Loop") Phase III Improvements are shown. A divided highway with a raised median with turning points directly across from this site.

There is a 10-inch sewer line and a four-inch water line available to serve the site.

Surrounding properties include Extreme Cheer Gymnastics Facility (GR) and Agricultural (AG) to the north; single family residence on acreage and AG uses to the south; undeveloped, AG uses and residential to the west; and the new Walmart to the East.

Mr. Baker cites the GR allowed and prohibited uses, along with Development Standards.

Additional development standards include:

A minimum 10-foot rear setback is required where a non-residential use abuts a residential zoning district. (UDC Section 4.4.4.F3);

A residential access drive is prohibited onto arterial streets (UDC Section 7.2.4A);

General Buffering and Screening (UDC Section 7.7):

Evergreen hedges (6' height & spaced on 36" centers) or,

6' to 8' height (masonry, wood, pre-cast concrete),

Refuse containers located in the rear or side of the property and screened from view; and

Outdoor Storage is permitted in GR behind principal building and screened from view (UDC Section 7.7.8.B1) – Wood or Masonry fence at least one-foot higher than stored material.

Eight notices were mailed out with one returned in agreement and zero in opposition.

Staff recommends approval of the request for a rezone from AG to GR since the request complies with the Future Land Use and Character Map, the utility plan, and the Thoroughfare Plan.

Chair Rhoads opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Crisp made a motion to approve Item 2, Z-FY-15-01, and Commissioner Mikeska-Reed made a second.

Motion passed: (9:0)

RESOLUTION NO. 2014-7586-R

[PLANNING NO. I-FY-15-01]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS IN SECTION 6.7 OF THE UNIFIED DEVELOPMENT CODE RELATED TO THE I-35 CORRIDOR OVERLAY ZONING DISTRICT FOR LANDSCAPING, PARKING AND SCREENING FOR A PROPOSED ADDITION TO RINGLER CHEVROLET AND TOYOTA LOCATED AT 7777 SOUTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on November 17, 2014, the Planning and Zoning Commission approved an appeal of standards of Section 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping, parking, and screening for a proposed addition to Ringler Chevrolet and Toyota located at 7777 South General Bruce Drive;

Whereas, staff recommends approval of the appeal and the site plan shown on Exhibit 'A' for landscaping, parking, and screening standards for a proposed addition to Ringler Chevrolet and Toyota located at 7777 South General Bruce Drive; and

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

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

Part 1: The City Council authorizes an appeal of standards of Section 6.7 of the Unified Development Code related to the following I-35 Corridor Overlay Zoning District requirements:

Sec. 6.7.5.C. Parking -

#6 and #7 – wheel stop requirements for parking spaces adjacent to buildings and landscaping;

#10 – parking in the landscape buffer;

Sec. 6.7.5.D. Screening and Wall Standards -

#2 – garage and service bays must be located to rear of building or on side not visible to traffic flow on abutting side of I-35;

Sec. 6.7.5.E. Landscaping -

#5 – vegetation must be used to soften the appearance of walls;

#6 – foundation planting along at least 70 percent of each visible façade;

#12.a. – interior parking islands are required every 10 spaces with 3-inch caliper trees in each;

#12.c. – median landscaped parking islands required every third parking row;

Sec. 6.7.9. Freeway Retail / Commercial Sub-District -

E.2. – evergreen shrubs must completely fill parking islands where sales inventory aisles exist for an automobile, truck, motorcycle, recreational vehicle or boat sales;

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #10(A)
Regular Agenda
Page 1 of 2

DEPT. /DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with R.T. Schneider Construction Company, Ltd. (RTS) for construction of Phase 1 for Prairie View Road from Research Boulevard to North Pea Ridge Road, in the amount of \$7,689,762.90, as well as declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which capacity and connectivity improvements to Prairie View Road are identified. In conjunction with the northward extension of Westfield Boulevard, the roadway improvements are needed to support the growing area. Recent developments include the North Belton Middle School and new subdivision construction.

Bids for Phase 1 were opened on November 25, 2014. The City received four bids for the project (bid tabulation attached). The engineer's opinion of probable cost was \$7,872,179.50. The engineer is familiar with and recommends award to R.T. Schneider Company, Ltd., of Belton per the attached letter. The recommended award includes the base bid of \$7,518,776 and Add Alternate C, Chip Seal, for a total bid award of \$7,689,762.90.

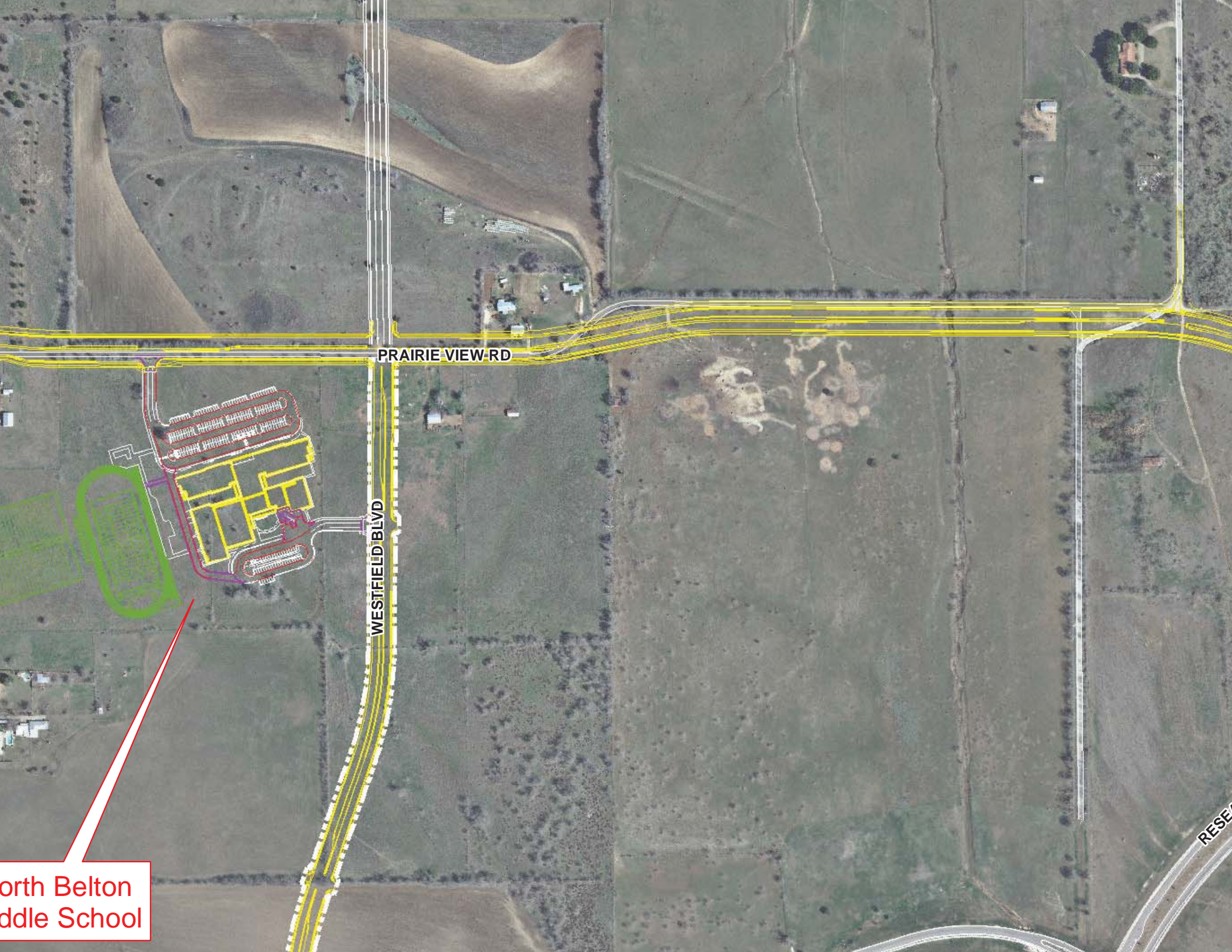
The proposed timeline for construction is 330 calendar days from the Notice to Proceed.

FISCAL IMPACT: Council authorized this project as part of the Capital Improvement Plan in the FY 2015 Budget. Currently, funding in the amount of \$7,837,633 is available to fund both agenda items (construction contract with RTS and amendment to the professional services agreement with Kasberg, Patrick, & Associates, LP) being presented to Council in the total amount of \$7,914,613. Council is being presented a budget adjustment in the amount of \$76,980 allocating funds from Capital – Special Projects/Contingency, account 365-3400-531-6532.

Project Description	Account #	Project #	CIP Estimate	Funded Amount
<i>Construction Contract with RTS:</i>				
Prairie View (Research to N Pea Ridge), Ph 1 {ROW & Construction}	365-3400-531-6862	100984	\$ 6,800,000	\$ 6,995,622
Prairie View (Research to N Pea Ridge), Ph 1 {TCIP – Utilities}	561-5200-535-6862	100984	\$ 675,000	\$ 694,141
Total construction contract				\$7,689,763
<i>Construction Administration and Onsite Representation with KPA:</i>				
Prairie View (Research to N Pea Ridge), Ph 1 {ROW & Construction}	365-3400-531-6862	100984	\$ 204,553	\$ 204,553
Prairie View (Research to N Pea Ridge), Ph 1 {TCIP – Utilities}	561-5200-535-6862	100984	\$ 20,297	\$ 20,297
Total professional services				\$ 224,850
Totals			\$ 7,699,850	\$ 7,914,613

ATTACHMENTS:

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



PRAIRIE VIEW RD

WESTFIELD BLVD

North Belton
Middle School

RESE

BID TABULATION
CITY OF TEMPLE
PRAIRIE VIEW ROAD IMPROVEMENTS PHASE I
3210 E. Ave H; Bldg C; Temple, TX
November 25, 2014; 2:30 PM

			R.T. Schneider Const. Co, LTD PO Box 876 Belton, TX 76513		TTG Utilities, LP PO Box 299 Gatesville, TX 76528		Gary W Purser Const. Ltd 2901 E Stan Schlueter Loop Killeen, TX 76542		McLean Construction 4101 Trimmer Rd Killeen, TX 76542			
Item No.	Estimated Quantity	Unit	Bid Data Description		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A: GENERAL												
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount		\$ 252,190.00	\$ 252,190.00	\$ 330,000.00	\$ 330,000.00	\$ 317,000.00	\$ 317,000.00	\$ 385,339.00	\$ 385,339.00
2	8,700	LF	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-way		14.35	124,845.00	3.00	26,100.00	7.25	63,075.00	18.80	163,560.00
3	100%	LS	Submit Trench Safety Plan prepared & signed by P.E., in Conformance with State Law & OSHA		880.00	880.00	850.00	850.00	1,200.00	1,200.00	1,395.00	1,395.00
4	16,000	LF	Implement & Follow Trench Safety Plan (Pipe)		1.26	20,160.00	1.20	19,200.00	1.50	24,000.00	2.00	32,000.00
5	41,000	SF	Implement & Follow Trench Safety Plan (Structures)		0.45	18,450.00	1.50	61,500.00	1.00	41,000.00	2.30	53,300.00
6	100%	LS	Prepare & Implement Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ		7,040.00	7,040.00	1,350.00	1,350.00	1,500.00	1,500.00	6,300.00	6,300.00
7	100%	LS	Prepare & Submit Notice of Termination to TCEQ		500.00	500.00	190.00	190.00	500.00	500.00	843.00	843.00
8	100%	LS	Prepare & Submit a Control Plan prepared & signed by a P.E. for Vehicular Traffic		2,500.00	2,500.00	1,695.87	1,695.87	1,800.00	1,800.00	6,648.00	6,648.00
9	100%	LS	Implement & Administer Barricade, Signing & Traffic Safety Plan (Vehicular & Pedestrian)		35,000.00	35,000.00	25,000.00	25,000.00	48,000.00	48,000.00	9,617.00	9,617.00
10	100%	LS	Provide Project Record Drawings		500.00	500.00	1,100.00	1,100.00	2,500.00	2,500.00	2,155.00	2,155.00
11	100%	LS	Provide DVD of right-of-way pre-construction & post construction site conditions for the total project		500.00	500.00	770.00	770.00	750.00	750.00	1,569.00	1,569.00
12	7	EA	Relocate/Reconstruct Existing Metal/Wood Post Mail Boxes, Including Maintaining Mail Access		250.00	1,750.00	160.00	1,120.00	400.00	2,800.00	715.00	5,005.00
13	7,200	LF	Remove & Dispose of Existing Barbed Wire Fence		0.55	3,960.00	1.10	7,920.00	3.50	25,200.00	3.60	25,920.00
14	5,300	LF	Furnish & Install 5-Strand Barbed Wire Fence		5.50	29,150.00	10.50	55,650.00	6.00	31,800.00	6.50	34,450.00
15	20	EA	Furnish & Install New Fence Corner Brace Post		495.00	9,900.00	230.00	4,600.00	600.00	12,000.00	589.00	11,780.00
16	7	EA	Furnish & Install New Galvanized Tube Access Gate		842.00	5,894.00	1,130.00	7,910.00	1,100.00	7,700.00	1,037.00	7,239.00
17	1	EA	Demobilization in the event of a delay of Work requiring complete Work Stoppage due to rights-of-way		6,100.00	6,100.00	3,000.00	3,000.00	7,500.00	7,500.00	9,953.00	9,953.00
18	1	EA	Mobilization in the event of a delay of Work requiring complete Work Stoppage due to ROW acquisition		7,665.00	7,665.00	3,500.00	3,500.00	7,500.00	7,500.00	9,953.00	9,953.00
PART A AMOUNT - (Items 1 - 18)						\$ 526,984.00		\$ 551,455.87		\$ 595,825.00		\$ 767,046.00
Item No.	Estimated Quantity	Unit	Bid Data Description		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B: DRAINAGE												
B-1	455	LF	48" Class III Reinforced Concrete Pipe		\$ 199.50	\$ 90,772.50	\$ 175.00	\$ 79,625.00	\$ 125.00	\$ 56,875.00	\$ 192.10	\$ 87,405.50
B-2	1,820	LF	36" Class III Reinforced Concrete Pipe		136.50	248,430.00	116.00	211,120.00	85.00	154,700.00	125.10	227,682.00
B-3	110	LF	30" Class III Reinforced Concrete Pipe		97.00	10,670.00	85.00	9,350.00	68.00	7,480.00	99.50	10,945.00
B-4	1,790	LF	24" Class III Reinforced Concrete Pipe		81.38	145,670.20	63.00	112,770.00	56.00	100,240.00	82.90	148,391.00
B-5	3,260	LF	18" Class III Reinforced Concrete Pipe		70.77	230,710.20	50.00	163,000.00	47.00	153,220.00	68.10	222,006.00
B-6	1	EA	Four Sided Area Inlet		3,045.00	3,045.00	2,100.00	2,100.00	2,800.00	2,800.00	2,640.00	2,640.00
B-7	525	SY	8" Diameter Rock Riprap		13.65	7,166.25	19.00	9,975.00	28.50	14,962.50	36.90	19,372.50
B-8	130	LF	6- 8' x 4' Reinforced Concrete Box including bedding & backfill		2,520.00	327,600.00	2,340.00	304,200.00	2,220.00	288,600.00	2,271.30	295,269.00
B-9	140	LF	4- 8' x 4' Reinforced Concrete Box including bedding & backfill		1,680.00	235,200.00	1,570.00	219,800.00	1,510.00	211,400.00	1,490.20	208,628.00
B-10	1	EA	15' x 6' Curb Inlet		3,465.00	3,465.00	3,930.00	3,930.00	9,500.00	9,500.00	8,294.00	8,294.00
B-11	3	EA	15' x 5' Curb Inlet		5,355.00	16,065.00	4,940.00	14,820.00	9,500.00	28,500.00	6,061.00	18,183.00
B-12	13	EA	15' x 3' Curb Inlet		4,830.00	62,790.00	4,520.00	58,760.00	8,200.00	106,600.00	4,891.00	63,583.00
B-13	1	EA	10' x 6' Curb Inlet		6,930.00	6,930.00	5,550.00	5,550.00	12,000.00	12,000.00	7,476.00	7,476.00
B-14	3	EA	10' x 5' Curb Inlet		4,725.00	14,175.00	4,350.00	13,050.00	9,200.00	27,600.00	5,667.00	17,001.00
B-15	4	EA	10' x 4' Curb Inlet		4,410.00	17,640.00	4,150.00	16,600.00	7,200.00	28,800.00	4,477.00	17,908.00
B-16	19	EA	10' x 3' Curb Inlet		3,360.00	63,840.00	3,580.00	68,020.00	6,450.00	122,550.00	3,982.00	75,658.00
B-17	2	EA	5' x 5' Concrete Junction Box		3,885.00	7,770.00	2,590.00	5,180.00	5,500.00	11,000.00	5,219.00	10,438.00
B-18	2	EA	Concrete Headwall with Straight Wingwalls for 6- 8' x 4' Reinforced Concrete Box including concrete		33,075.00	66,150.00	10,300.00	20,600.00	21,500.00	43,000.00	40,660.00	81,320.00
B-19	2	EA	Concrete Headwall with Straight Wingwalls for 4- 8' x 4' Reinforced Concrete Box including concrete		22,050.00	44,100.00	8,950.00	17,900.00	16,850.00	33,700.00	31,556.00	63,112.00
B-20	1	EA	Concrete Headwall with Flared Wingwalls & Energy Dissipaters for 2- 48" RCP per Plans		3,360.00	3,360.00	3,265.00	3,265.00	4,240.00	4,240.00	8,255.00	8,255.00
B-21	4,800	CY	Unclassified Channel Excavation		5.80	27,840.00	7.20	34,560.00	7.75	37,200.00	7.20	34,560.00
PART B AMOUNT - (Items B-1 - B-21)						\$ 1,633,389.15		\$ 1,374,175.00		\$ 1,454,967.50		\$ 1,628,127.00
Item No.	Estimated Quantity	Unit	Bid Data Description		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART C: PEDESTRIAN												
C-1	200	LF	TxDOT Type PR1 Pedestrian Rail		\$ 78.65	\$ 15,730.00	\$ 73.00	\$ 14,600.00	\$ 80.00	\$ 16,000.00	\$ 135.60	\$ 27,120.00
C-2	8,840	SY	Construct 10' Wide ADA Compliant Sidewalk		28.00	247,520.00	40.00	353,600.00	38.25	338,130.00	43.50	384,540.00
C-3	7,130	SY	Construct 8' Wide ADA Compliant Sidewalk		28.00	199,640.00	40.00	285,200.00	38.50	274,505.00	42.70	304,451.00
C-4	13	EA	TxDOT Curb Ramp, Type 7		820.00	10,660.00	645.00	8,385.00	1,750.00	22,750.00	2,886.00	37,518.00
C-5	4	EA	TxDOT Curb Ramp, Type 5		820.00	3,280.00	700.00	2,800.00	2,150.00	8,600.00	3,734.00	14,936.00
PART C AMOUNT - (Items C-1 - C-5)						\$ 476,830.00		\$ 664,585.00		\$ 659,985.00		\$ 768,565.00

BID TABULATION
CITY OF TEMPLE
PRAIRIE VIEW ROAD IMPROVEMENTS PHASE I
3210 E. Ave H; Bldg C; Temple, TX
November 25, 2014; 2:30 PM

				R.T. Schneider Const. Co, LTD PO Box 876 Belton, TX 76513		TTG Utilities, LP PO Box 299 Gatesville, TX 76528		Gary W Purser Const. Ltd 2901 E Stan Schluter Loop Killeen, TX 76542		McLean Construction 4101 Trimmer Rd Killeen, TX 76542	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART D: ROADWAY											
D-1	8	EA	Remove Existing Driveways & CMP	100.00	\$ 800.00	930.00	\$ 7,440.00	300.00	\$ 2,400.00	1,636.00	\$ 13,088.00
D-2	1,900	SY	Construct 6" Concrete Driveways, Aprons, Ramps & Valley Gutters	35.50	67,450.00	59.00	112,100.00	56.00	106,400.00	56.00	106,400.00
D-3	1,230	SY	Furnish & Place 8" Crushed Limestone Base Material for Driveways	7.20	8,856.00	7.79	9,581.70	18.00	22,140.00	8.70	10,701.00
D-4	5	EA	18" CMP Driveway Culverts	4,725.00	23,625.00	845.00	4,225.00	1,100.00	5,500.00	1,684.00	8,420.00
D-5	115	LF	Sawcut Existing Concrete	6.00	690.00	2.85	327.75	10.00	1,150.00	7.90	908.50
D-6	430	LF	Sawcut Existing Asphalt	4.00	1,720.00	1.35	580.50	5.00	2,150.00	6.70	2,881.00
D-7	35,600	CY	Unclassified Roadway Excavation, Including Removal of Existing Asphalt Roadway, curb & gutter, &	3.70	131,720.00	4.75	169,100.00	8.00	284,800.00	4.40	156,640.00
D-8	34,800	CY	Place & Compact Unclassified Fill (Roadway)	2.00	69,600.00	3.30	114,840.00	4.00	139,200.00	2.80	97,440.00
D-9	2,500	CY	Place & Compact Select Fill (Roadway)	18.00	45,000.00	14.00	35,000.00	23.00	57,500.00	48.10	120,250.00
D-10	730	SY	Concrete Roadway (BISD) per Detail	39.00	28,470.00	58.00	42,340.00	90.00	65,700.00	53.80	39,274.00
D-11	31,200	LF	Construct 24-Inch Wide Concrete Curb & Gutter	11.00	343,200.00	12.50	390,000.00	10.00	312,000.00	10.30	321,360.00
D-12	79,900	SY	12", Type A Grade 2 or better Base	9.40	751,060.00	12.60	1,006,740.00	13.85	1,106,615.00	11.80	942,820.00
D-13	62,400	SY	4 5/8" Type "B" HMAC	20.40	1,272,960.00	20.50	1,279,200.00	19.25	1,201,200.00	20.70	1,291,680.00
D-14	62,400	SY	2" Type "C" HMAC with Prime & Tack Coat	10.50	655,200.00	10.50	655,200.00	10.25	639,600.00	10.70	667,680.00
D-15	7	EA	Speed Limit Sign R2-1 including post, base & all appurtenances	321.00	2,247.00	330.00	2,310.00	300.00	2,100.00	336.00	2,352.00
D-16	1	EA	Lane Direction Sign W6-3 including post, base & all appurtenances	321.00	321.00	330.00	330.00	300.00	300.00	336.00	336.00
D-17	1	EA	Lane Curve Sign R4-7 including post, base & all appurtenances	321.00	321.00	330.00	330.00	300.00	300.00	336.00	336.00
D-18	1	EA	Lane Curve Sign W4-2r including post, base & all appurtenances	321.00	321.00	330.00	330.00	300.00	300.00	336.00	336.00
D-19	4	EA	Stop Sign R1-1 including post, base & all appurtenances	321.00	1,284.00	330.00	1,320.00	300.00	1,200.00	336.00	1,344.00
D-20	6	EA	Left Lane Turn Sign R3-7L including post, base & all appurtenances	321.00	1,926.00	330.13	1,980.78	300.00	1,800.00	336.00	2,016.00
D-21	3	EA	Do Not Enter Sign R5-1 including post, base & all appurtenances	321.00	963.00	330.00	990.00	300.00	900.00	336.00	1,008.00
D-22	4	EA	Wrong Way Sign R5-1a including post, base & all appurtenances	321.00	1,284.00	330.00	1,320.00	300.00	1,200.00	336.00	1,344.00
D-23	360	LF	4" Double Yellow Solid Thermo Plastic Striping	1.20	432.00	1.24	446.40	1.20	432.00	1.20	432.00
D-24	640	LF	4" Yellow Gore Thermo Plastic Striping	1.10	704.00	1.13	723.20	1.10	704.00	1.10	704.00
D-25	17,060	LF	4" Single White Solid Thermo Plastic Striping	0.42	7,165.20	0.43	7,335.80	0.40	6,824.00	0.50	8,530.00
D-26	14,320	LF	4" White Skip (Dash) Thermo Plastic Striping, Running Length of Roadway at Spacing per Plans &	0.22	3,150.40	0.23	3,293.60	0.23	3,293.60	0.20	2,864.00
D-27	140	LF	24" White Stop Bar Thermo Plastic Striping	5.50	770.00	5.65	791.00	5.50	770.00	5.60	784.00
D-28	540	LF	White Crosswalk Thermo Plastic Striping	18.70	10,098.00	19.20	10,368.00	18.00	9,720.00	19.10	10,314.00
D-29	47	EA	White Directional Arrow Thermo Plastic Striping	50.00	2,350.00	50.00	2,350.00	50.00	2,350.00	50.50	2,373.50
D-30	10	EA	8" wide Type III Barricade	580.00	5,800.00	452.00	4,520.00	500.00	5,000.00	448.40	4,484.00
D-31	6	EA	White "ONLY" Thermo Plastic Striping	550.00	3,300.00	565.00	3,390.00	525.00	3,150.00	561.00	3,366.00
D-32	115	EA	White Bicycle Lane Emblem Thermo Plastic Striping	126.50	14,547.50	130.00	14,950.00	119.00	13,685.00	129.00	14,835.00
D-33	11,700	SF	Median Pavers Per Details	11.00	128,700.00	7.35	85,995.00	6.75	78,975.00	14.30	167,310.00
D-34	7,600	SY	Median Material including 24-inches of perimeter Bermuda sod, 4-inches minimum sandy loam,	3.38	25,688.00	2.84	21,584.00	3.05	23,180.00	7.90	60,040.00
D-35	65	EA	Median Trees	390.00	25,350.00	424.00	27,560.00	400.00	26,000.00	637.00	41,405.00
PART D AMOUNT - (Items D-1 - D-35)					\$ 3,637,073.10		\$ 4,018,892.73		\$ 4,128,538.60		\$ 4,106,056.00

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART E: MISCELLANEOUS											
E-1	12,570	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	2.00	\$ 25,140.00	1.98	\$ 24,888.60	3.00	\$ 37,710.00	1.80	\$ 22,626.00
E-2	630	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	24.00	15,120.00	28.00	17,640.00	20.00	12,600.00	31.00	19,530.00
E-3	2	EA	Furnish & Install Stabilized Construction Entrance	1,200.00	2,400.00	1,100.00	2,200.00	1,400.00	2,800.00	2,859.00	5,718.00
E-4	41,000	SY	Furnish & Install Bermuda seeding with fertilizer with flexible growth medium including watering to	2.30	94,300.00	2.46	100,860.00	2.20	90,200.00	3.90	159,900.00
E-5	6,900	LF	Furnish & Install 2" Schedule 40 PVC Conduit	6.85	47,265.00	14.20	97,980.00	8.50	58,650.00	6.70	46,230.00
E-6	2,700	LF	Furnish & Install 2" Schedule 80 PVC Conduit	8.50	22,950.00	20.50	55,350.00	15.50	41,850.00	14.60	39,420.00
E-7	2	EA	Furnish & Install Traffic Rated Conduit Pull Boxes	2,000.00	4,000.00	3,729.00	7,458.00	1,500.00	3,000.00	1,368.00	2,736.00
E-8	36	EA	Furnish & Install Conduit Pull Boxes	750.00	27,000.00	2,464.00	88,704.00	725.00	26,100.00	762.00	27,432.00
E-9	29	EA	Furnish & Install Street Light Foundations	880.00	25,520.00	738.00	21,402.00	1,850.00	53,650.00	1,928.00	55,912.00
E-10	100%	LS	Irrigation System - Including all Elements of Irrigation Plans, Including but not limited to, Irrigation	23,650.00	23,650.00	24,150.00	24,150.00	22,000.00	22,000.00	25,783.00	25,783.00
E-11	100%	LS	Maintenance of R-O-W, including Final Mowing Prior to Project Final Payment	15,070.00	15,070.00	9,000.00	9,000.00	4,850.00	4,850.00	16,815.00	16,815.00
E-12	320	CY	Miscellaneous Class A Concrete	238.00	76,160.00	295.00	94,400.00	90.00	28,800.00	197.00	63,040.00
PART E AMOUNT - (Items E-1 - E-12)					\$ 378,575.00		\$ 544,032.60		\$ 382,210.00		\$ 485,142.00

BID TABULATION
CITY OF TEMPLE
PRAIRIE VIEW ROAD IMPROVEMENTS PHASE I
3210 E. Ave H; Bldg C; Temple, TX
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				BIDDER INFORMATION							
				R.T. Schneider Const. Co, LTD PO Box 876 Belton, TX 76513		TTG Utilities, LP PO Box 299 Gatesville, TX 76528		Gary W Purser Const. Ltd 2901 E Stan Schluter Loop Killeen, TX 76542		McLean Construction 4101 Trimmer Rd Killeen, TX 76542	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART F: 12" WATER LINE											
F-1	100	LF	30-inch Diameter Steel Encasement by Open Cut	\$ 126.00	\$ 12,600.00	\$ 160.00	\$ 16,000.00	\$ 180.00	\$ 18,000.00	\$ 149.00	\$ 14,900.00
F-2	340	LF	24-inch Diameter Steel Encasement by Open Cut	88.83	30,202.20	112.00	38,080.00	112.00	38,080.00	113.80	38,692.00
F-3	310	LF	6-inch Diameter Steel Encasement by Open Cut	60.27	18,683.70	45.00	13,950.00	55.00	17,050.00	50.30	15,593.00
F-4	160	LF	18-inch Diameter Class 250 Ductile Iron Water Line, including Thrust Restraint	115.50	18,480.00	72.50	11,600.00	100.00	16,000.00	78.90	12,624.00
F-5	8,100	LF	12-inch Diameter PVC Water Line, including Thrust Restraint	55.34	448,254.00	31.25	253,125.00	42.50	344,250.00	46.40	375,840.00
F-6	575	LF	2-inch Diameter PVC Water Line, including Thrust Restraint	34.75	19,981.25	15.19	8,734.25	12.50	7,187.50	16.90	9,717.50
F-7	7	EA	Install Standard Fire Hydrant Assembly, including 12"x6" Tee	3,885.00	27,195.00	4,400.00	30,800.00	4,880.00	34,160.00	4,354.00	30,478.00
F-8	1	EA	Relocate Existing Fire Hydrant Assembly	2,310.00	2,310.00	2,345.00	2,345.00	750.00	750.00	2,216.00	2,216.00
F-9	1	EA	18" x 18" Tee	1,785.00	1,785.00	2,335.00	2,335.00	2,500.00	2,500.00	2,531.00	2,531.00
F-10	2	EA	12" x 12" Tee	903.00	1,806.00	1,400.00	2,800.00	725.00	1,450.00	1,137.00	2,274.00
F-11	3	EA	12" x 4" Tee	672.00	2,016.00	865.00	2,595.00	560.00	1,680.00	998.00	2,994.00
F-12	2	EA	18-Inch Gate Valve	10,605.00	21,210.00	10,300.00	20,600.00	9,600.00	19,200.00	10,278.00	20,556.00
F-13	13	EA	12-Inch Gate Valve	2,205.00	28,665.00	2,510.00	32,630.00	2,100.00	27,300.00	2,502.00	32,526.00
F-14	3	EA	4-Inch Gate Valve	735.00	2,205.00	890.00	2,670.00	680.00	2,040.00	982.00	2,946.00
F-15	2	EA	18" Plug	735.00	1,470.00	715.00	1,430.00	450.00	900.00	824.00	1,648.00
F-16	4	EA	12" Plug	493.50	1,974.00	340.00	1,360.00	1,000.00	4,000.00	520.00	2,080.00
F-17	3	EA	4" x 2" Reducer	472.50	1,417.50	220.00	660.00	150.00	450.00	442.00	1,326.00
F-18	1	EA	12" x 18" Cross	3,045.00	3,045.00	3,000.00	3,000.00	2,200.00	2,200.00	2,382.00	2,382.00
F-19	1	EA	12" x 12" Cross	1,575.00	1,575.00	1,580.00	1,580.00	950.00	950.00	1,263.00	1,263.00
F-20	1	EA	18" 90° Bend	1,260.00	1,260.00	1,520.00	1,520.00	1,100.00	1,100.00	1,625.00	1,625.00
F-21	2	EA	18" 45° Bend	1,155.00	2,310.00	1,435.00	2,870.00	1,100.00	2,200.00	1,533.00	3,066.00
F-22	4	EA	12" 45° Bend	514.50	2,058.00	740.00	2,960.00	1,000.00	4,000.00	738.00	2,952.00
F-23	9	EA	12" 22.5° Bend	493.50	4,441.50	710.00	6,390.00	1,000.00	9,000.00	692.00	6,228.00
F-24	2	EA	Connect to Existing 18" Water Line	2,940.00	5,880.00	9,385.00	18,770.00	19,000.00	38,000.00	1,749.00	3,498.00
F-25	4	EA	Connect to Existing 12" Water Line	2,100.00	8,400.00	2,215.00	8,860.00	2,000.00	8,000.00	1,038.00	4,152.00
F-26	1	EA	Connect to Existing 2" Water Line	976.50	976.50	2,125.00	2,125.00	450.00	450.00	372.00	372.00
F-27	7	EA	Single Water Service & Meter	1,155.00	8,085.00	1,100.00	7,700.00	750.00	5,250.00	689.00	4,823.00
F-28	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Pipeline, Including	4,515.00	4,515.00	11,400.00	11,400.00	2,850.00	2,850.00	5,546.00	5,546.00
F-29	100%	LS	Water sampling stations	3,150.00	3,150.00	6,570.00	6,570.00	7,100.00	7,100.00	13,993.00	13,993.00
F-30	100%	LS	Temporary flush assemblies	8,190.00	8,190.00	9,500.00	9,500.00	2,000.00	2,000.00	2,503.00	2,503.00
PART F AMOUNT - (Items F-1 - F-30)					\$ 694,140.65		\$ 524,959.25		\$ 618,097.50		\$ 621,344.50
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART G: MOISTURE SUBGRADE/GEGRID											
G-1	79,900	SY	6" Moisture Conditioned Subgrade with Geogrid, Type II, TxDOT DMS 6240	\$ 2.15	\$ 171,785.00	\$ 2.50	\$ 199,750.00	\$ 3.00	\$ 239,700.00	\$ 2.80	\$ 223,720.00
PART G AMOUNT - (Items G-1)					\$ 171,785.00		\$ 199,750.00		\$ 239,700.00		\$ 223,720.00

BID TABULATION
CITY OF TEMPLE
PRAIRIE VIEW ROAD IMPROVEMENTS PHASE I
3210 E. Ave H; Bldg C; Temple, TX
November 25, 2014; 2:30 PM

			BIDDER INFORMATION							
			R.T. Schneider Const. Co, LTD PO Box 876 Belton, TX 76513		TTG Utilities, LP PO Box 299 Gatesville, TX 76528		Gary W Purser Const. Ltd 2901 E Stan Schlueter Loop Killeen, TX 76542		McLean Construction 4101 Trimmer Rd Killeen, TX 76542	
Item No.	Estimated Quantity	Unit	Bid Data Description		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART AA: 18" WATER LINE										
AA-1	440	LF	Provide & Install 30-inch Diameter Steel Encasement by Open Cut		\$ 126.00	\$ 55,440.00	\$ 155.00	\$ 68,200.00	\$ 230.00	\$ 101,200.00
AA-2	310	LF	Provide & Install 6-inch Diameter Steel Encasement by Open Cut		60.27	18,683.70	45.00	13,950.00	65.00	20,150.00
AA-3	8,260	LF	Provide & Install 18-inch Diameter Class 250 Ductile Iron Water Line, including Thrust Restraint		89.67	740,674.20	66.00	545,160.00	82.00	677,320.00
AA-4	575	LF	Provide & Install 2-inch Diameter PVC Water Line, including Thrust Restraint		34.44	19,803.00	9.50	5,462.50	12.50	7,187.50
AA-5	7	EA	Install Standard Fire Hydrant Assembly		4,305.00	30,135.00	4,470.00	31,290.00	5,480.00	38,360.00
AA-6	1	EA	Install Standard Fire Hydrant Assembly, Including 18"x6" Tee		4,305.00	4,305.00	4,200.00	4,200.00	5,480.00	4,235.00
AA-7	1	EA	18" x 18" Tee		2,100.00	2,100.00	2,350.00	2,350.00	2,500.00	1,884.00
AA-8	2	EA	18" x 12" Tee		1,785.00	3,570.00	2,000.00	4,000.00	2,250.00	1,625.00
AA-9	3	EA	18" x 4" Tee		1,575.00	4,725.00	1,565.00	4,695.00	1,100.00	3,300.00
AA-10	14	EA	18-Inch Gate Valve		10,605.00	148,470.00	10,295.00	144,130.00	9,600.00	134,400.00
AA-11	1	EA	12-Inch Gate Valve		2,205.00	2,205.00	2,510.00	2,510.00	2,100.00	2,140.00
AA-12	3	EA	4-Inch Gate Valve		966.00	2,898.00	890.00	2,670.00	680.00	876.00
AA-13	3	EA	18" Plug		724.50	2,173.50	715.00	2,145.00	450.00	990.00
AA-14	3	EA	12" Plug		388.50	1,165.50	340.00	1,020.00	1,000.00	567.00
AA-15	3	EA	4" x 2" Reducer		357.00	1,071.00	220.00	660.00	150.00	296.00
AA-16	1	EA	18" x 18" Cross		2,730.00	2,730.00	3,360.00	3,360.00	2,500.00	2,483.00
AA-17	1	EA	18" x 12" Cross		2,625.00	2,625.00	3,000.00	3,000.00	2,300.00	2,377.00
AA-18	1	EA	18" 90° Bend		1,365.00	1,365.00	1,520.00	1,520.00	1,100.00	1,428.00
AA-19	6	EA	18" 45° Bend		1,260.00	7,560.00	1,435.00	8,610.00	1,100.00	1,342.00
AA-20	9	EA	18" 22.5° Bend		1,260.00	11,340.00	1,350.00	12,150.00	1,400.00	11,304.00
AA-21	1	EA	18" x 12" Reducer		1,050.00	1,050.00	1,100.00	1,100.00	1,000.00	1,154.00
AA-22	2	EA	Connect to Existing 18" Water Line		2,940.00	5,880.00	9,385.00	18,770.00	19,000.00	2,158.00
AA-23	4	EA	Connect to Existing 12" Water Line		2,100.00	8,400.00	2,215.00	8,860.00	2,000.00	1,446.00
AA-24	1	EA	Connect to Existing 2" Water Line		1,890.00	1,890.00	2,125.00	2,125.00	450.00	474.00
AA-25	7	EA	Single Water Service & Meter		1,155.00	8,085.00	1,200.00	8,400.00	900.00	1,198.00
AA-26	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Pipeline, Including		3,675.00	3,675.00	14,100.00	14,100.00	4,500.00	4,664.00
AA-27	100%	LS	Water sampling stations		11,135.00	11,135.00	6,820.00	6,820.00	7,500.00	15,765.00
AA-28	100%	LS	Temporary flush assemblies		8,190.00	8,190.00	9,500.00	9,500.00	3,200.00	7,448.00
PART AA AMOUNT - (Items AA-1 - AA-28)					\$	1,111,343.90	\$	930,757.50	\$	1,097,387.50
Item No.	Estimated Quantity	Unit	Bid Data Description		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART AB: LIME TREATED SUBGRADE										
AB-1	79,900	SY	8" Lime Treated Clay Subgrade @ 7% Lime by Dry Soil Rate		\$ 6.59	\$ 526,541.00	\$ 5.30	\$ 423,470.00	\$ 5.75	\$ 459,425.00
PART AB AMOUNT - (Items AB-1)					\$	526,541.00	\$	423,470.00	\$	459,425.00
Item No.	Estimated Quantity	Unit	Bid Data Description		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART AAC: CHIP SEAL										
AAC-1	79,900	SY	One Course Chip Seal Emulsion, CRS-2P (warm weather) or CRS-1P (cool weather) (@0.45 Gal/SY		\$ 1.28	\$ 102,272.00	\$ 1.35	\$ 107,865.00	\$ 1.25	\$ 99,875.00
AAC-2	79,900	SY	One Course Chip Seal Aggregate, TxDOT Type B, Grade 4 (@ 115 SY/CY +/- 5 SY/CY)		0.86	68,714.00	0.90	71,910.00	0.85	67,915.00
PART AAC AMOUNT - (Items AAC-1 - AAC-2)					\$	170,986.00	\$	179,775.00	\$	167,790.00

BID TABULATION
CITY OF TEMPLE
PRAIRIE VIEW ROAD IMPROVEMENTS PHASE I
3210 E. Ave H; Bldg C; Temple, TX
November 25, 2014; 2:30 PM

	BIDDER INFORMATION			
	R.T. Schneider Const. Co, LTD PO Box 876 Belton, TX 76513	TTG Utilities, LP PO Box 299 Gatesville, TX 76528	Gary W Purser Const. Ltd 2901 E Stan Schlueter Loop Killeen, TX 76542	McLean Construction 4101 Trimmer Rd Killeen, TX 76542
BID SUMMARY				
BASE BID PART A: GENERAL	\$ 526,984.00	\$ 551,455.87	\$ 595,825.00	\$ 767,046.00
BASE BID PART B: DRAINAGE	\$ 1,633,389.15	\$ 1,374,175.00	\$ 1,454,967.50	\$ 1,628,127.00
BASE BID PART C: PEDESTRIAN	\$ 476,830.00	\$ 664,585.00	\$ 659,985.00	\$ 768,565.00
BASE BID PART D: ROADWAY	\$ 3,637,073.10	\$ 4,018,892.73	\$ 4,128,538.60	\$ 4,106,056.00
BASE BID PART E: MISCELLANEOUS	\$ 378,575.00	\$ 544,032.60	\$ 382,210.00	\$ 485,142.00
BASE BID PART F: 12" WATERLINE	\$ 694,140.65	\$ 524,959.25	\$ 618,097.50	\$ 621,344.50
BASE BID PART G: MOISTURE SUBGRADE/GEOGRID	\$ 171,785.00	\$ 199,750.00	\$ 239,700.00	\$ 223,720.00
TOTAL BASE BID PARTS A - G:	\$ 7,518,776.90	\$ 7,877,850.45	\$ 8,079,323.60	\$ 8,600,000.50
ALTERNATE A: 18" WATER LINE (SHALL REPLACE BASE BID PART F 12" WATERLINE)	\$ 1,111,343.90	\$ 930,757.50	\$ 1,097,387.50	\$ 1,054,083.50
ALTERNATE B: LIME TREATED SUBGRADE (SHALL REPLACE BASE BID PART G MOISTURE SUBGRADE WITH GEOGRID)	\$ 526,541.00	\$ 423,470.00	\$ 459,425.00	\$ 639,200.00
ADD ALTERNATE C: CHIP SEAL	\$ 170,986.00	\$ 179,775.00	\$ 167,790.00	\$ 183,770.00
Did Bidder Acknowledge Addendum No. 1?	YES	YES	YES	YES
Did Bidder Acknowledge Addendum No. 2?	YES	YES	YES	YES
Did Bidder Acknowledge Addendum No. 3?	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


Michael C. Newman, PE, CFM
Kasberg, Patrick & Associates, LP

12-1-2014
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

December 1, 2014

Mr. Richard Wilson, P.E.
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Prairie View Road Improvements Ph.1 Construction Contract Award Recommendation

Dear Mr. Wilson:

Bids were received by the City of Temple at 2:30 P.M. on Tuesday, November 25, 2014 for the above referenced project. There were four (4) sealed bids received and a detailed bid tabulation of these bids is attached for your use.

Prairie View Road Improvements Ph.1 will provide approximately 7,631 linear feet of enhanced transportation facilities creating a new connection with Research Parkway and divided roadway section with median to North Pea Ridge Road. This roadway improvement project will consist of unclassified roadway excavation & fill, flexible base, curb & gutter, hot mix asphaltic cement, 12" diameter PVC water line, fire hydrants, 10' wide concrete sidewalk, 8' wide concrete sidewalk, reinforced concrete box culverts, trench safety, temporary & permanent traffic control, temporary erosion control, landscaping and other associated construction activities.

The Engineer's Opinion of Probable Cost for Base Bid was \$7,872,179.50. The Opinion of Probable Cost was developed using recent bids from other projects. The low successful bidder is R.T. Schneider Company, Ltd., P.O. Box 876, Belton, Texas, 76513 with a base bid of 7,518,776.00. We have successfully completed numerous projects with R.T. Schneider Construction Company, Ltd. in the past and recommend awarding the Base Bid plus Add Alternate C Chip Seal in the total bid amount of **\$7,689,762.90**.

Please call if you should have any further questions.

Sincerely,

Michael C. Newman, P.E., CFM

Xc: Nicole Torralva, P.E., Director of Public Works, City of Temple
Richard Wilson, P.E., Project Manager, Public Works
Belinda Mattke, Director of Purchasing, City of Temple
Russell Schneider, R.T. Schneider Construction Company, Ltd., Belton, Tx.
2013-128-40

FY **2015****BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

+

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
365-3400-531-68-62	100984	Prairie View (Research to N Pea Ridge)	\$ 76,980	
365-3400-531-65-32		Capital - Special Projects / Contingency		76,980
TOTAL.....			\$ 76,980	\$ 76,980

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

To allocate additional funding in the amount of \$76,980 to fund construction contract with R.T. Schneider Construction Company, Ltd.. in the amount \$7,689,762.90 and amendment to the professional services agreement with KPA in the amount of \$224,850.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

12/18/2014

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. 2014-7587-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH R.T. SCHNEIDER CONSTRUCTION COMPANY, LTD., OF BELTON, TEXAS, FOR CONSTRUCTION OF PHASE 1 OF THE PRAIRIE VIEW ROAD EXPANSION FROM RESEARCH BOULEVARD TO NORTH PEA RIDGE ROAD, IN THE AMOUNT OF \$7,689,762.90; DECLARING AN OFFICIAL INTENT TO REIMBURSE THE EXPENDITURES WITH THE ISSUANCE OF 2015 UTILITY REVENUE BONDS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple has adopted a Transportation Capital Improvement Program (TCIP) in which capacity and connectivity improvements to Prairie View Road are identified;

Whereas, in conjunction with the northward extension of Westfield Boulevard, the roadway improvements are needed to support the growing area - recent developments include the North Belton Middle School and new subdivision construction;

Whereas, on November 25, 2014, the City received four (4) bids for the project and staff recommends award of the construction contract to R.T. Schneider Company, Ltd., of Belton, Texas in the amount of \$7,689,762.90;

Whereas, staff believes R.T. Schneider Construction Company, Ltd. is qualified to complete this project and is familiar with the project;

Whereas, the City of Temple anticipates the issuance of one or more series of obligations, the interest on which will be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, in order to finance all or a portion of this project;

Whereas, certain expenditures relating to the Project will be paid prior to the issuance of the Obligations and the City hereby certifies that such expenditures have not been made prior to the date of passage of this Resolution;

Whereas, upon issuance of the Obligations, the City desires to reimburse these prior expenditures with proceeds of the Obligations;

Whereas, Section 1.150.2 of the Treasury Regulations provides that an expenditure on the Project may not be reimbursed from Obligation proceeds unless, along with other requirements, the City declares official intent to reimburse the expenditure prior to the date that the expenditure to be reimbursed was paid;

Whereas, Council authorized this project as part of the Capital Improvement Plan in the FY 2015 Budget and funding is available in the Capital – Special Projects/Contingency Account, but an amendment to the fiscal year 2015 budget needs to be approved to transfer the funds to Account No. No. 365-3400-531-6882, Project No. 100984; 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 R.T. Schneider Construction Company, Ltd., of Belton, Texas, after approval as to form by the City Attorney, for construction of Phase I of the Prairie View Road expansion from Research Boulevard to North Pea Ridge Road, in the amount of \$7,689,762.90, as well as declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.

Part 2: This Resolution is a declaration of official intent under Section 1.150.2 of the Treasury Regulations by the City that it reasonably expects to reimburse the expenditures described in Part 1 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after the date of (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

Part 3: The City Council authorizes an amendment to the fiscal year 2015 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

Part 4: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #10(B)
Regular Agenda
Page 1 of 2

DEPT. /DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing an amendment to the professional services agreement with Kasberg, Patrick & Associates, LP, (KPA) for construction administration and onsite representation for Phase 1 of Prairie View Road from Research Boulevard to North Pea Ridge Road, in an amount not to exceed \$224,850, as well as declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On August 15, 2013, Council adopted a resolution authorizing professional services with KPA for preliminary and final design services for improvements to Prairie View Road. On November 6, 2014, Council adopted a resolution authorizing bidding and right-of-way survey services for Phase 1 and Phase 2 services through bid phase.

Bids for Phase 1 were opened on November 25. The low bidder is R.T. Schneider Company, Ltd., of Belton with a base bid of \$7,518,776 and a recommended bid award to include Add Alternate C, Chip Seal, for a total of \$7,689,762.90.

The proposed timeline for construction is 330 calendar days from the Notice to Proceed. Per the attached Proposal, engineering services in support of the construction phase are as follows:

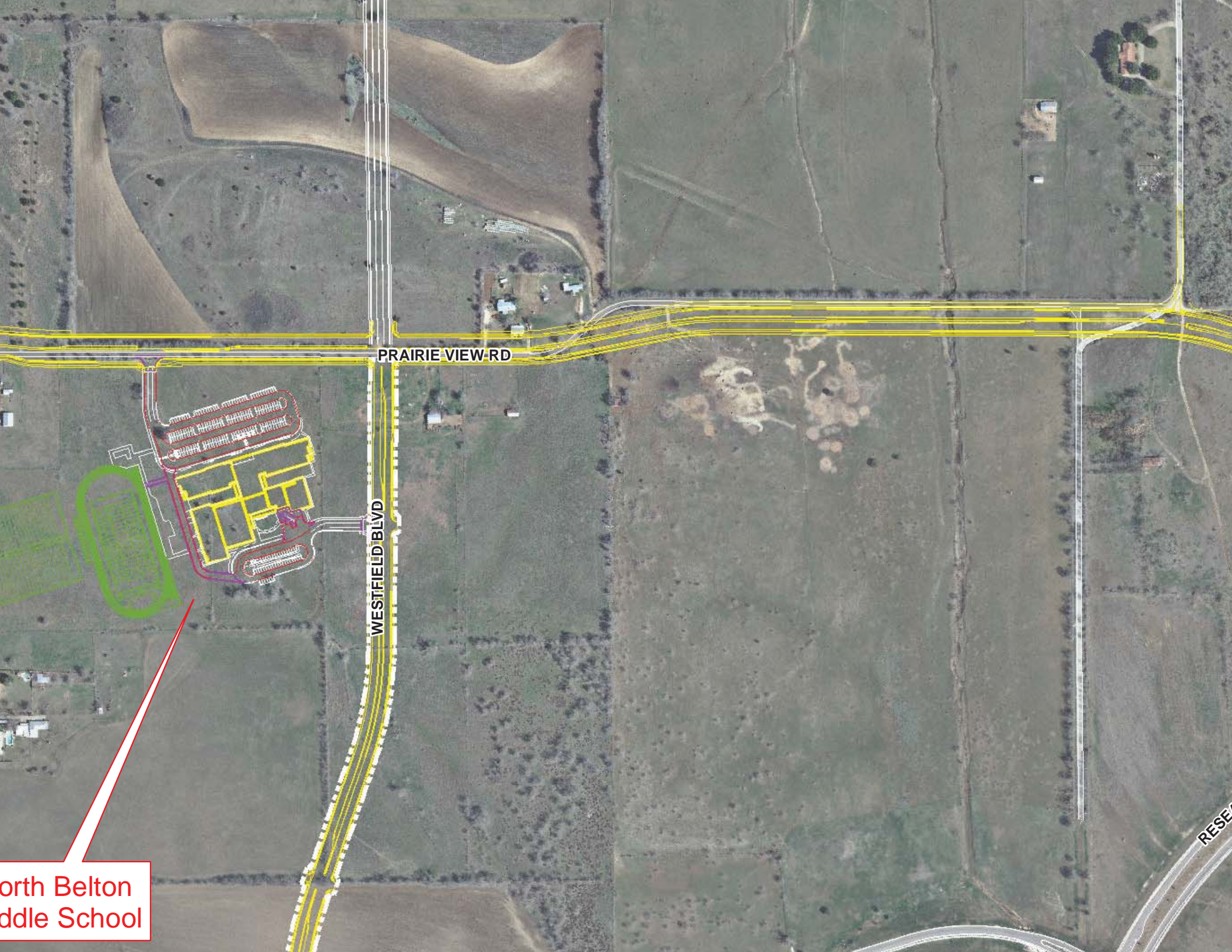
Construction Administration	\$171,250
Onsite Representation	<u>\$ 53,600</u>
TOTAL	<u>\$ 224,850</u>

FISCAL IMPACT: Council authorized this project as part of the Capital Improvement Plan in the FY 2015 Budget. Currently, funding in the amount of \$7,837,633 is available to fund both agenda items (construction contract with R.T. Schneider Construction Company, Ltd. and amendment to the professional services agreement with KPA) being presented to Council in the total amount of \$7,914,613. Council is being presented a budget adjustment in the amount of \$76,980 allocating funds from Capital – Special Projects/Contingency, account 365-3400-531-6532.

Project Description	Account #	Project #	CIP Estimate	Funded Amount
<i>Construction Contract with RTS:</i>				
Prairie View (Research to N Pea Ridge), Ph 1 {ROW & Construction}	365-3400-531-6862	100984	\$ 6,800,000	\$ 6,995,622
Prairie View (Research to N Pea Ridge), Ph 1 {TCIP – Utilities}	561-5200-535-6862	100984	\$ 675,000	\$ 694,141
Total construction contract				\$7,689,763
<i>Construction Administration and Onsite Representation with KPA:</i>				
Prairie View (Research to N Pea Ridge), Ph 1 {ROW & Construction}	365-3400-531-6862	100984	\$ 204,553	\$ 204,553
Prairie View (Research to N Pea Ridge), Ph 1 {TCIP – Utilities}	561-5200-535-6862	100984	\$ 20,297	\$ 20,297
Total professional services				\$ 224,850
Total			\$ 7,699,850	\$ 7,914,613

ATTACHMENTS:

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



PRAIRIE VIEW RD

WESTFIELD BLVD

RESE

North Belton
Middle School



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

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

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ALVIN R. "TRAE" SUTTON, III, P.E., CFM

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

November 7, 2014

Mr. Richard Wilson, P.E.
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Prairie View Road Improvements
Amendment No. 2 to Contract Agreement Dated August 19, 2013

Dear Mr. Wilson:

At the request of the City of Temple, we are submitting this contract amendment proposal for the above referenced project. The contract amendment proposal will include the following:

AMENDMENT NO. 2 SERVICES

PRAIRIE VIEW ROAD PH.1 RESEARCH PARKWAY TO N. PEA RIDGE
Construction Administration
On-Site Representation

Contract amendment No.2 proposal includes professional services for construction management and on-site representation of Prairie View Road Ph.1 upgrading the road from a two lane rural road to an arterial with center median from Research Parkway to North Pea Ridge. Our preliminary opinion of probable construction cost for Prairie View Ph.1 project is approximately \$7,800,000 base bid.

The contract dated August 19, 2013 included preliminary and final engineering design for the Prairie View Road Ph. 1 (Research to N. Pea Ridge) Improvements Project and the 100% design and preparation of plans, specification and estimates (PS&E) in the amount of \$432,600. Contract amendment No.1 included Bidding phase services in the amount of \$6,500.

Prairie View Road Ph. 1 (Research to N. Pea Ridge) additional engineering work proposed to be performed by KPA under this contract amendment consists of construction administration and on-site representation services. KPA will perform all work and prepare all deliverables in accordance with City of Temple design guidelines. All communications will be through the designated City of Temple Project Manager, unless otherwise directed by the City. The following services will be performed during Construction:

Mr. Richard Wilson, P.E.
November 3, 2014
Page 2

PRAIRIE VIEW ROAD PH. 1 RESEARCH PARKWAY TO N. PEA RIDGE

Construction Administration: coordinate/conduct/document Pre-Construction meeting, compile and issue meeting minutes, assist with Notice to Proceed, review submittals, coordinate/attend/document construction progress meetings, review pay-estimates, coordinate, compile notes from walk-throughs, prepare record documents.

On-Site Representation: coordinate testing and observations of contractor work, review installed quantities and materials on hand for monthly pay estimates to Contractors, attend construction progress meetings, prepare written daily reports on construction activities summarizing work performed, quantities installed, number of laborers on site, equipment used, weather conditions, significant activities observed and test results.

The above scope of work can be performed for the lump sum price of \$224,850 for Prairie View Road Ph. 1 from Research Parkway to North Pea Ridge completing Construction Administration and On-Site Representation. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

AMENDMENT NO. 1 SERVICES

PRAIRIE VIEW ROAD PH. 1 RESEARCH PARKWAY TO N. PEA RIDGE

Construction Administration	\$ 171,250
On-Site Representation	\$ 53,600
Total	\$ 224,850

We will invoice monthly for our services based on a percent completion basis. We look forward to working with you and to the completed project benefiting the City of Temple.

Sincerely,



R. David Patrick, P.E., CFM

MCN/crc

xc: 2013-128-40

EXHIBIT C

Charges for Additional Services

City of Temple

Prairie View Road Ph. 1

<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

PRAIRIE VIEW PH.1 (RESEARCH TO N. PEA RIDGE) BIDDING AND CONSTRUCTION PHASE SERVICES								
	DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD ENGR TECH	CLERICAL	TOTAL
	Construciton Administration							
1	Review Submittals	50	80	100	150			\$ 47,700.00
2	Review Pay Estimates		50	80	100			\$ 27,600.00
3	Project Site Visits	100		150	120			\$ 47,200.00
4	Project Close Out/Record Drawings	30	40	90	95	150	60	\$ 48,750.00
	SUBTOTAL	180	170	420	465	150	60	\$ 171,250.00
	On Site Representation - 10 months +0.5 front end & +0.5 back end, at an average of 15 hours per week @ \$75/hr							Subtotal \$ 53,600.00

Total \$ 224,850.00

FY **2015****BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

+

-

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
365-3400-531-68-62	100984	Prairie View (Research to N Pea Ridge)	\$ 76,980	
365-3400-531-65-32		Capital - Special Projects / Contingency		76,980
TOTAL.....			\$ 76,980	\$ 76,980

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

To allocate additional funding in the amount of \$76,980 to fund construction contract with R.T. Schneider Construction Company, Ltd.. in the amount \$7,689,762.90 and amendment to the professional services agreement with KPA in the amount of \$224,850.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

12/18/2014

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. 2014-7588-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, TO ADD CONSTRUCTION ADMINISTRATION AND ONSITE REPRESENTATION FOR PHASE 1 OF THE PRAIRIE VIEW ROAD EXPANSION FROM RESEARCH BOULEVARD TO NORTH PEA RIDGE ROAD, IN THE AMOUNT OF \$224,850; DECLARING AN OFFICIAL INTENT TO REIMBURSE THE EXPENDITURES WITH THE ISSUANCE OF 2015 UTILITY REVENUE BONDS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on August 15, 2013, Council adopted a resolution authorizing professional services with Kasberg, Patrick & Associates, LP (KPA) for preliminary and final design services for improvements to Prairie View Road;

Whereas, on November 6, 2014, Council adopted a resolution authorizing bidding and right-of-way survey services with KPA for Phase 1 and Phase 2 through the bid phase;

Whereas, on November 25, 2015, bids for Phase 1 opened and the low bidder was R.T. Schneider Construction Company, Ltd., of Belton, Texas with a base bid of \$7,518,776 and a recommended bid award to include Add Alternate C, Chip Seal, for a total of \$7,689,762.90;

Whereas, the City of Temple anticipates the issuance of one or more series of obligations, the interest on which will be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, in order to finance all or a portion of this project;

Whereas, certain expenditures relating to the Project will be paid prior to the issuance of the Obligations and the City hereby certifies that such expenditures have not been made prior to the date of passage of this Resolution;

Whereas, upon issuance of the Obligations, the City desires to reimburse these prior expenditures with proceeds of the Obligations;

Whereas, Section 1.150.2 of the Treasury Regulations provides that an expenditure on the Project may not be reimbursed from Obligation proceeds unless, along with other requirements, the City declares official intent to reimburse the expenditure prior to the date that the expenditure to be reimbursed was paid;

Whereas, Council authorized this project as part of the Capital Improvement Plan in the FY 2015 Budget and funding is available in the Capital – Special Projects/Contingency Account, but an amendment to the fiscal year 2015 budget needs to be approved to transfer the funds to Account No. 365-3400-531-6532, Project No. 100984; and

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute an amendment to the professional services agreement with Kasberg, Patrick & Associates, LP., of Temple, Texas, after approval as to form by the City Attorney, to add construction administration and onsite representation for Phase 1 of the Prairie View Road expansion from Research Boulevard to North Pea Ridge Road, in an amount not to exceed \$224,850, as well as declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.

Part 2: This Resolution is a declaration of official intent under Section 1.150.2 of the Treasury Regulations by the City that it reasonably expects to reimburse the expenditures described in Part 1 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after the date of (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

Part 3: The City Council authorizes an amendment to the fiscal year 2015 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

Part 4: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #11
Regular Agenda
Page 1 of 3

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing:

- (A) A tax abatement agreement with Block 015 Doering, LLC, covering increases in the taxable value of real property located at 114 East Central Avenue, Temple, Texas and within Tax Abatement Reinvestment Zone Number 24A.
- (B) A tax abatement agreement with Block 015 Arcadia, LLC, covering increases in the taxable value of real property located at 110 East Central Avenue, Temple, Texas and within Tax Abatement Reinvestment Zone Number 24A.

Executive Session: Pursuant to Section 551.087 of the Government Code, the City Council may meet in executive session to discuss either commercial or financial information that the City has received from a business prospect that the City wishes to locate, stay or expand within the City limits and with which the City is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect the public discussion of which would adversely affect ongoing economic development negotiations.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

BACKGROUND: On June 5, 2014, Council authorized a Chapter 380 Economic Development Agreement ("Chapter 380 Agreement") with Criterion Management, LLC ("Criterion"). The purpose of that agreement was to induce Criterion to develop two properties located at the intersection of East Central Avenue and North 4th Street in Temple as a residential, retail and performing arts center. The two properties include the tract located at 114 East Central Avenue and commonly referred to as the Hawn Hotel and the tract located at 110 East Central Avenue and commonly referred to as the Arcadia Theater.

In November, 2014, pursuant to the Chapter 380 Agreement, the Hawn Hotel was conveyed to Block 015 Doering, LLC. The Arcadia Theater was conveyed to Block 015 Arcadia, LLC. The new owners of the properties have now requested that the City consider entering into tax abatement agreements for each property. The owners are requesting ten year, declining percentage tax abatement on the value of real property improvements on the properties. The requested percentages are set forth below:

Years 1-5:	100%
Year 6:	90%
Year 7:	80%
Year 8:	70%
Year 9:	60%
Year 10:	50%

In the Chapter 380 Agreement, the City agreed to consider approving the tax abatement agreements for both properties and Criterion's obligation to perform its duties under the Chapter 380 Agreement are contingent upon the City approving the tax abatement agreements.

Therefore, the proposed resolution authorizes the Mayor to execute (1) an agreement with Block 015 Doering, LLC which gives the company 10 years of declining tax abatement on the increased taxable value of real property improvements on the property located at 114 East Central Avenue, Temple, Texas, and (2) an agreement with Block 015 Arcadia, LLC which gives the company 10 years of declining tax abatement on the increased taxable value of real property improvements on the property located at 110 East Central Avenue, Temple, Texas.

Both properties are located within the Martin Luther King, Jr. Strategic Investment Zone which was previously designated as Tax Abatement Reinvestment Zone Number 24A.

Block 015 Doering, LLC estimates an approximate investment of \$7,000,000 to \$9,000,000 in real property improvements. Construction of the improvements is set to begin the first quarter of 2015 and be completed the first quarter of 2017. The actual value of the improvements, and the value of our tax abatement, is dependent on an appraisal by the Bell County Appraisal District. The redevelopment of the Hawn Hotel is estimated to create 8-13 full time jobs for Downtown Temple.

Block 015 Arcadia, LLC estimates an approximate investment of \$2,500,000 to \$4,000,000 in real property improvements. Construction of the improvements will occur during the same period as the Hawn Hotel improvements. Again, the actual value of the improvements, and the value of our tax abatement, is dependent on an appraisal by the Bell County Appraisal District. The redevelopment of the Arcadia is estimated to create 3-5 full time jobs and 12-14 part time jobs.

The City's Economic Development Policy sets out the criteria and guidelines for granting tax abatement. The renovations proposed on each property meet the minimum standards established for tax abatement consideration because the projects involve an increase in property values of 150% with an overall new investment of at least \$50,000 in taxable assets, the projects make a substantial contribution to redevelopment efforts by enhancing the functional and visual characteristics of the properties, and the projects have high visibility, image impact, and are of a significantly high level of development quality. The proposed improvements also fall within the definition of "eligible facilities" in the policy. The application indicates real property improvements which meet the criteria for granting tax abatement for ten years at the declining percentages set forth above.

The Staff has provided the other taxing entities involved with notice and a copy of the proposed agreement. Under State law, the other taxing entities will have 90 days to elect to enter into an agreement with identical terms. The proposed agreement is drafted for the signature of each taxing

entity, but will be effective between Block 015 Doering, LLC and Block 015 Arcadia, LLC and any of the taxing entities which sign the agreement even if not all sign.

Additionally, the agreements have all of the other terms required by Chapter 312 of the Texas Tax Code for tax abatement agreements, including provisions: (1) listing the kind and number of improvements; (2) providing for inspections of the facility by the taxing entities; (3) requiring compliance with State and local laws; (4) recapturing abated taxes in the event of a default under the agreements; and (5) requiring Block 015 Doering, LLC and Block 015 Arcadia, LLC to annually certify to all the taxing entities that they are in compliance with all of the terms and conditions of the agreements.

Block 015 Doering, LLC and Block 015 Arcadia, LLC's applications meet the standards for granting tax abatement on the increased value of real property improvements as established by the City's Criteria and Guidelines for tax abatement. The City Council has discretion whether to approve an application for tax abatement and to increase the percentage of tax abatement over the recommended percentage specified in the matrix in the City's Criteria and Guidelines for tax abatement. The agreements should add to the continued development of the City's commercial growth, which would not have occurred in the absence of tax abatement.

FISCAL IMPACT: (A) The tax abatement agreement with Block 015 Doering, LLC, covering increases in the taxable value of real property located at 114 East Central Avenue, Temple, Texas, would have the potential of abating approximately \$384,908 to \$448,596 over the life of the agreement (100% for Years 1-5, 90% Year 6, 80% Year 7, 70% Year 8, 60% Year 9 and 50% Year 10) using the City's current tax rate of \$0.5864 per \$100 value based on an estimated increase in the appraised real property improvements of \$7 million to \$9 million.

(B) The tax abatement agreement with Block 015 Arcadia, LLC, covering increases in the taxable value of real property located at 110 East Central Avenue, Temple, Texas, would have the potential of abating approximately \$124,610 to \$199,376 over the life of the agreement (100% for Years 1-5, 90% Year 6, 80% Year 7, 70% Year 8, 60% Year 9 and 50% Year 10) using the City's current tax rate of \$0.5864 per \$100 value based on an estimated increase in the appraised real property improvements of \$2.5 million to \$4 million.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7589-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX ABATEMENT AGREEMENT WITH BLOCK 015 DOERING, LLC, COVERING INCREASES IN THE TAXABLE VALUE OF REAL PROPERTY LOCATED AT 114 EAST CENTRAL AVENUE, TEMPLE, TEXAS, AND LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE 24A; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City adopted a Resolution dated June 15, 1989, stating that it elects to be eligible to participate in tax abatement;

Whereas, on July 3, 2014, the City Council adopted Ordinance No. 2014-4673, establishing a comprehensive economic development policy for the City of Temple, which policy includes criteria and guidelines for granting tax abatement within the City of Temple in accordance with Chapter 312 of the Tax Code;

Whereas, on June 5, 2014, Council authorized a Chapter 380 Economic Development Agreement (“Chapter 380 Agreement”) with Criterion Management, LLC (“Criterion”) and the purpose of that agreement was to induce Criterion to develop two properties located at the intersection of East Central Avenue and North 4th Street in Temple as a residential, retail and performing arts center;

Whereas, the two properties include the tract located at 114 East Central Avenue and commonly referred to as the Hawn Hotel and the tract located at 110 East Central Avenue and commonly referred to as the Arcadia Theater - both properties are located within the Martin Luther King, Jr. Strategic Investment Zone which was previously designated at Tax Abatement Reinvestment Zone Number 24A;

Whereas, in November, 2014, pursuant to the Chapter 380 Agreement, the Hawn Hotel was conveyed to Block 015 Doering, LLC - the new owner of the property has requested that the City consider entering into a tax abatement agreement for the property;

Whereas, the owner is requesting a ten year, declining percentage tax abatement on the value of real property improvements on the property as listed below:

Years 1-5:	100%
Year 6:	90%
Year 7:	80%
Year 8:	70%
Year 9:	60%
Year 10:	50%

Whereas, Block 015 Doering, LLC estimates an approximate investment of \$7,000,000 to \$9,000,000 in real property improvements - construction of the improvements is set to begin in the first quarter of 2015 and be completed in the first quarter of 2017;

Whereas, the actual value of the improvements, and the value of the City's tax abatement, is dependent on an appraisal by the Bell County Appraisal District - the redevelopment of the Hawn Hotel is estimated to create 8-13 full time jobs for Downtown Temple;

Whereas, the City's Economic Development Policy sets out the criteria and guidelines for granting tax abatement and the proposed improvements meet the minimum criteria established for tax abatement consideration;

Whereas, the proposed agreement is drafted for the signature of each taxing entity, but will be effective between Block 015 Doering, LLC and any of the taxing entities which sign the agreement - the agreement has all of the other terms required by Chapter 312 of the Texas Tax Code for tax abatement agreements; and

Whereas, the City Council has considered the matter and finds that the proposed tax abatement with Block 015 Doering, LLC is in compliance with State law and the City's *Guidelines and Criteria* governing tax abatement, and that the proposed improvements by said company are feasible and likely to attract major investment and expand employment within the City.

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

Part 1: The Mayor is authorized to execute a tax abatement agreement with Block 015 Doering, LLC granting the company a ten year, declining percentage tax abatement on the value of real property improvements on the property located at 114 East Central Avenue, as listed below:

Years 1-5:	100%
Year 6:	90%
Year 7:	80%
Year 8:	70%
Year 9:	60%
Year 10:	50%

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

PASSED AND APPROVED this the 18th day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney

RESOLUTION NO. 2014-7590-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX ABATEMENT AGREEMENT WITH BLOCK 015 ARCADIA, LLC, COVERING INCREASES IN THE TAXABLE VALUE OF REAL PROPERTY LOCATED AT 110 EAST CENTRAL AVENUE, TEMPLE, TEXAS, AND LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE 24A; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City adopted a Resolution dated June 15, 1989, stating that it elects to be eligible to participate in tax abatement;

Whereas, on July 3, 2014, the City Council adopted Ordinance No. 2014-4673, establishing a comprehensive economic development policy for the City of Temple, which policy includes criteria and guidelines for granting tax abatement within the City of Temple in accordance with Chapter 312 of the Tax Code;

Whereas, on June 5, 2014, Council authorized a Chapter 380 Economic Development Agreement (“Chapter 380 Agreement”) with Criterion Management, LLC (“Criterion”) and the purpose of that agreement was to induce Criterion to develop two properties located at the intersection of East Central Avenue and North 4th Street in Temple as a residential, retail and performing arts center;

Whereas, the two properties include the tract located at 114 East Central Avenue and commonly referred to as the Hawn Hotel and the tract located at 110 East Central Avenue and commonly referred to as the Arcadia Theater - both properties are located within the Martin Luther King, Jr. Strategic Investment Zone which was previously designated at Tax Abatement Reinvestment Zone Number 24A;

Whereas, in November, 2014, pursuant to the Chapter 380 Agreement, the Arcadia Theater was conveyed to Block 015 Arcadia, LLC - the new owner of the property has requested that the City consider entering into a tax abatement agreement for the property;

Whereas, the owner is requesting a ten year, declining percentage tax abatement on the value of real property improvements on the property as set forth below:

Years 1-5:	100%
Year 6:	90%
Year 7:	80%
Year 8:	70%
Year 9:	60%
Year 10:	50%

Whereas, Block 015 Arcadia, LLC estimates an approximate investment of \$2,500,000 to \$4,000,000 in real property improvements - construction of the improvements is set to begin in the first quarter of 2015 and be completed in the first quarter of 2017;

Whereas, the actual value of the improvements, and the value of the City's tax abatement, is dependent on an appraisal by the Bell County Appraisal District - the redevelopment of the Arcadia Theater is estimated to create 3-5 full time jobs and 12-14 part time jobs for Downtown Temple;

Whereas, the City's Economic Development Policy sets out the criteria and guidelines for granting tax abatement and the proposed improvements meet the minimum criteria established for tax abatement consideration;

Whereas, the proposed agreement is drafted for the signature of each taxing entity, but will be effective between Block 015 Arcadia, LLC and any of the taxing entities which sign the agreement - the agreement has all of the other terms required by Chapter 312 of the Texas Tax Code for tax abatement agreements; and

Whereas, the City Council has considered the matter and finds that the proposed tax abatement with Block 015 Arcadia, LLC is in compliance with State law and the City's *Guidelines and Criteria* governing tax abatement, and that the proposed improvements by said company are feasible and likely to attract major investment and expand employment within the City.

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

Part 1: The Mayor is authorized to execute a tax abatement agreement with Block 015 Arcadia, LLC granting the company a ten year, declining percentage tax abatement on the value of real property improvements on the property located at 110 East Central Avenue, as listed below:

Years 1-5:	100%
Year 6:	90%
Year 7:	80%
Year 8:	70%
Year 9:	60%
Year 10:	50%

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

PASSED AND APPROVED this the **18th** day of **December**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/18/14
Item #12
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution designating the Chair of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors for 2014.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Chapter 311 of the Tax Code, Tax Increment Financing Act, specifies that each year the governing body of the municipality shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year. The board of directors may elect a vice-chairman to preside in the absence of the chair.

Steve Wright is currently serving as Chair of the TIF RZ No. 1 Board of Directors and is not seeking reappointment at this time. Thomas Baird, also currently on the TIF RZ No. 1 Board of Directors has expressed an interest in serving in this capacity.

We recommend the Council designate one member of the board to serve as Chair for a one year term beginning January 1, 2015.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Resolution](#)