



**MEETING OF THE  
TEMPLE CITY COUNCIL**

**MUNICIPAL BUILDING**

**2 NORTH MAIN STREET**

**3<sup>rd</sup> FLOOR – CONFERENCE ROOM**

**THURSDAY, MARCH 5, 2015**

**3:30 P.M.**

**WORKSHOP AGENDA**

1. Receive presentation from Baylor Scott & White regarding Local Provider Participation Funding (LPPF).
2. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, March 5, 2015.
3. Discuss the City's strategic plan, and various strategic and budget related policy issues to include but not limited to the FY2016 budget process and calendar, as well as the City's Strategic Plan.

**5:00 P.M.**

**MUNICIPAL BUILDING**

**2 NORTH MAIN STREET  
CITY COUNCIL CHAMBERS – 2<sup>ND</sup> FLOOR  
TEMPLE, TX**

**TEMPLE CITY COUNCIL**

**REGULAR MEETING AGENDA**

**I. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

**II. PUBLIC COMMENTS**

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

**III. PUBLIC APPEARANCE**

3. [Receive presentation from Jennifer Graham](#) with regards to Market Days in Temple.

**IV. PROCLAMATIONS & SPECIAL RECOGNITIONS**

4. Recognize Mark Erskine for his years of service to the Railroad & Heritage Museum Board.
5. Recognize the month of March 2015 as Social Work Month.
6. Recognize Scott & White Health Plan for their sponsorship support to the City's Parks and Recreation Department.

**V. BONDS**

7. [2015-4702](#): FIRST & FINAL READING – PUBLIC HEARING: Consider adopting an Ordinance authorizing the issuance of City of Temple, Texas General Obligation Refunding Bonds in one or more series; Approving Official Statements, Paying Agent/Registrar Agreements, Bond Purchase Agreements and Escrow Agreements; Establishing the procedures for selling and delivering one or more series of the bonds; and authorizing other matters relating to the bonds.

8. [2015-4703](#): FIRST & FINAL READING – PUBLIC HEARING: Consider adopting an the "Fifth Supplement Ordinance to the Master Ordinance Establishing the City of Temple, Texas Utility System Revenue Financing Program" related to the issuance of City of Temple, Texas Utility System Revenue and Refunding Bonds, Series 2015.

## **VI. REPORTS**

9. Receive an annual report regarding the Planning and Zoning Commission cases from the fiscal year 2013-2014 to include plats, zoning, conditional use permits, planned development, code amendment and I-35 Corridor appeal cases.

## **VII. 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.

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

### **Minutes**

- (A) [February 5, 2015 Special Called & Regular Meeting](#)
- (B) [February 18, 2015 Joint Meeting between City of Temple & TISD](#)
- (C) [February 19, 2015 Special Called & Regular Meeting](#)

### **Contracts, Leases, & Bids**

- (D) [2015-7644-R](#): Consider adopting a resolution authorizing a change order to the construction contract with James Construction Group, LLC for construction activities on NW Loop 363 in an amount not to exceed \$135,000.
- (E) [2015-7645-R](#): Consider adopting a resolution authorizing a contract with Wolff Construction, LP, of Salado, to clear twenty (20) acres adjacent to Runway 33 for wildlife management control at the Draughon-Miller Central Texas Regional Airport in the amount of \$35,100.
- (F) [2015-7646-R](#): Consider adopting a resolution authorizing the execution of a Consent Agreement with Panda Temple Power, LLC ("Panda") consenting to the collateral assignment of Panda's rights and obligations under the 2009 Effluent and Water Purchase Agreement and a Consent Agreement with Panda consenting to the collateral assignment of Panda's rights and obligations under the 2011 Tax Abatement Agreement.
- (G) [2015-7647-R](#): Consider adopting a resolution authorizing the purchase of sewer line chemical root control services for FY 2015 from Duke's Root Control, Inc. of Syracuse, New York, utilizing a BuyBoard contract in the estimated annual amount of \$65,000.

- (H) [2015-7648-R](#): Consider adopting a resolution authorizing the purchase of a Chevrolet Silverado 1500 crew cab pickup from Caldwell Country Chevrolet of Caldwell in the amount of \$25,985.

**Misc.**

- (I) [2015-7649-R](#): Consider adopting a resolution authorizing acceptance of additional grant funding in the amount of \$15,683 for a total grant of \$215,683 from the Texas Department of Transportation, Aviation Division, Capital Improvement Program, for update to the Airport Master Plan at the Draughon-Miller Central Texas Regional Airport, with a total City match of \$21,568.
- (J) [2015-7650-R](#): Consider adopting a resolution ratifying an interlocal agreement with Texas Department of State Health Services (DSHS) Texas Healthy Communities for the Heart and Stroke Healthy City Program in the amount of \$50,000.
- (K) [2015-7651-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2014-2015.

**VIII. REGULAR AGENDA**

**ORDINANCES – FIRST READING/PUBLIC HEARING**

11. [2015-4704](#): FIRST READING – PUBLIC HEARING - Z-FY-15-05: Consider adopting an ordinance authorizing a zoning change from Two Family Dwelling (2F) to General Retail (GR) on Lot 4, Block 3 of the Moore's Knight Addition located at 111 South 33<sup>rd</sup> Street.

**RESOLUTIONS**

12. [2015-7652-R](#): Consider adopting a resolution authorizing a construction contract with McLean Construction (McLean), of Killeen, for construction activities required to reconstruct the streets in Western Hills in an amount not to exceed \$4,399,999.
13. [2015-7653-R](#): I-FY-15-02 – Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7.5.J of Unified Development Code related to a maximum sign height of 25 feet in the I-35 Corridor Overlay Zoning District for a proposed 35-foot tall pylon sign at 5710 South General Bruce Drive (Caliber Collision).
14. [2015-7654-R](#): Consider adopting a resolution appointing members to the following City boards and commissions:
- (A) Building and Standards Commission – three alternate members to fill expiring terms through March 1, 2017; two members to fill expiring terms through March 1, 2017
  - (B) Development Standards Advisory Board – three members to fill expiring terms through March 1, 2018
  - (C) Parks and Leisure Services Advisory Board – four members to fill expiring terms through March 1, 2018; one member to fill an unexpired term through March 2016
  - (D) Zoning Board of Adjustment – two members to fill expiring terms through March 1, 2017; and two alternate members to fill expiring terms through March 1, 2017



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

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I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 3:15 PM, on Friday, February 27, 2015.



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City Secretary, TRMC  
City of Temple



## **COUNCIL AGENDA ITEM MEMORANDUM**

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03/05/15  
Regular Item #3  
Agenda Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

Daniel A. Dunn, Mayor

**ITEM DESCRIPTION:** Receive presentation from Jennifer Graham with regards to Market Days in Temple.

**STAFF RECOMMENDATION:** Receive comments as presented in item description.

**ITEM SUMMARY:** Ms. Jennifer Graham submitted a Request for Placement on the City Council Agenda, please see the attached forms.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

[Request for placement on agenda](#)



CITY OF TEMPLE, TEXAS

CITY COUNCIL MEETINGS

REQUEST FOR PLACEMENT ON AGENDA

\_\_Priority

NAME OF PRESENTER: Jennifer Graham

ADDRESS: 3600 CHISHOLM TRAIL 76504

TELEPHONE NO. 254-760-1078

DATE REQUESTED TO APPEAR BEFORE THE COUNCIL: (Note – The City Council meets the first and third Thursdays of each month.) 3/5/15

SUBJECT TO BE PRESENTED: (Your description must identify the subject matter of your appearance in sufficient detail to alert the public what topic you will discuss and what action you are requesting by the Council.) Opening of Santa Fe

Market Days on April 4, 2015.

Note: Separate requests must be completed for each subject presented.

I, the above identified presenter, have read the procedures for public appearances before the City Council of the City of Temple, Texas, and will abide by these procedures.

  
SIGNATURE OF PRESENTER

2/22/15  
DATE

For Office Use:

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## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #7  
Regular Agenda  
Page 1 of 2

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** FIRST & FINAL READING-PUBLIC HEARING- Consider adopting an Ordinance authorizing the issuance of City of Temple, Texas General Obligation Refunding Bonds in one or more series; Approving Official Statements, Paying Agent/Registrar Agreements, Bond Purchase Agreements and Escrow Agreements; Establishing the procedures for selling and delivering one or more series of the bonds; and authorizing other matters relating to the bonds.

**STAFF RECOMMENDATION:** Adopt ordinance as presented in item description.

**ITEM SUMMARY:** This item is to delegate authority to the Director of Finance or in her absence, the City Manager to determine which of the Refundable Obligations shall be refunded and finalize pricing within parameters defined in the attached ordinance in a par amount not to exceed \$40,000,000\*. This delegation of authority will allow the City to obtain the most advantageous borrowing costs in order to achieve maximum debt service savings.

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

- General Obligation Bonds, Series 2008
- General Obligation Bonds, Series 2009
- Combination Tax and Revenue Certificates of Obligations, Series 2008A

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

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

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

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

**FISCAL IMPACT:** Refunded Obligations will be refunded, all or a portion, in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations net of any City contribution. Other parameters included in the ordinance are a maximum par amount not to exceed \$40 million and maximum maturity date of August 1, 2034.

**ATTACHMENTS:**

[Ordinance](#)

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

**Adopted March 5, 2015**

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**ORDINANCE NO. 2015-\_\_\_\_\_**

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

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<b>THE STATE OF TEXAS</b>	•
<b>COUNTY OF BELL</b>	•
<b>CITY OF TEMPLE</b>	•

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

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

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

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

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

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

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

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

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

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

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

**Section 3.     AMOUNT, NAME, PURPOSE, AND AUTHORIZATION.** One or more Series of the Bonds entitled "**CITY OF TEMPLE, TEXAS GENERAL OBLIGATION REFUNDING BONDS**", are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1207 and 1371, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in one or more Series in the aggregate principal amount not to exceed \$40,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds.

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

Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.S.T. on March 5, 2016. Bonds priced on or before March 5, 2016 may be delivered to the initial purchaser after such date.

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

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

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

If the Pricing Officer determines that a Series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing

Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 4(b) above. Each Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

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

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

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

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

(b) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address

shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

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

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

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

The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

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

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

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owner, (ii) may be transferred and assigned, (iii) may be converted and exchanged for another Bond, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) shall be payable as to principal and interest and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BONDS set forth in this Ordinance. The Bond initially issued and delivered

pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS.

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

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. Or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted



by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person whose name each Bond is registered in the registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

(i) Cancellation of Initial Bond. On the Closing Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such underwriter or its

designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to DTC or the Paying Agent/Registrar on behalf of such underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

**Section 7. FORM OF BOND.** The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

### **FORM OF BOND**

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

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

### **[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]**

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

**PRINCIPAL AMOUNT:** \_\_\_\_\_ **DOLLARS**

**ON THE MATURITY DATE** specified above, the **CITY OF TEMPLE, TEXAS** (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_, \_\_\_\_\_\* at the Interest Rate per annum specified above, payable on \_\_\_\_\_, \_\_\_\_\_\*, and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Bond is required to be authenticated and the date of \_\_\_\_\_

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

its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated office for payment of The Bank of New York Mellon Trust Company, Dallas, Texas which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the \_\_\_\_\_\* business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal office for payment of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest

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

and Sinking Fund" referred to in and maintained by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Terms used in this Bond and not otherwise defined shall have the meaning given in the Bond Ordinance.

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

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

**NO. PC-**

**MATURITY  
AMOUNT**  
\$\_\_\_\_\_

**INTEREST RATE**

**ISSUANCE DATE**

**DATE OF BOND**

**CUSIP NO.**

**REGISTERED OWNER:**

**MATURITY AMOUNT:**

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

**THE MATURITY AMOUNT** of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be \_\_\_\_\_

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

paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

#### **[FORM OF REMAINDER OF EACH BOND]**

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

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

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

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

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

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

<b>Term Bonds Maturing _____, 20__*</b>	
<b>Redemption Date</b>	<b>Principal Amount</b>
_____, 20__	\$
_____, 20__ <sup>†</sup>	\$ <sup>†</sup>

\_\_\_\_\_  
<sup>†</sup>Final Maturity

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

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

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

Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

**ALL BONDS OF THIS SERIES** are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of a Bond called for redemption in part.

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

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

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

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

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

\_\_\_\_\_  
City Secretary, City of Temple, Texas

\_\_\_\_\_  
Mayor, City of Temple, Texas

(CITY SEAL)

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

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.** \_\_\_\_\_

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

Witness my signature and seal this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas



**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

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

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

Dated: \_\_\_\_\_.

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

Dallas, Texas

Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT:**

**ASSIGNMENT**

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

\_\_\_\_\_  
/\_\_\_\_\_/

(Assignee's Social Security or  
Taxpayer Identification Number)

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

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

Dated: \_\_\_\_\_

Signature Guaranteed:

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

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

### **INSERTIONS FOR THE INITIAL BONDS**

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

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

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

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

Principal Amount	Maturity Date	Interest Rate
_____	_____	_____

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

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

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

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

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

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

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

"THE CITY OF TEMPLE, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on \_\_\_\_\_\* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

Maturity Amounts	Maturity Date	Interest Rate
_____	_____	_____

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

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

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

**Section 8. TAX LEVY.** A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the City Council shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the

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

Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

**Section 9. DEFEASANCE OF BONDS.** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in

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

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

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

**Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

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

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

**Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION.** The Pricing Officer is hereby authorized to have control of the initial Bonds issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Bond issued and delivered under this Ordinance, but it shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bonds.

**Section 12. COVENANTS REGARDING TAX EXEMPTION ON TAX-EXEMPT BONDS.** (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the

proceeds of the Tax Exempt Bonds or the Refunded Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax Exempt Bonds, in contravention of section 141(b)(2) of the Code;

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

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

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

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

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

(A) proceeds of the Tax Exempt Bonds invested for a reasonable temporary period,

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

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

(7) to otherwise restrict the use of the proceeds of the Tax Exempt Bonds or amounts treated as proceeds of the Tax Exempt Bonds, as may be necessary, so that the Tax Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to

arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

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

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



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

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

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

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

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

**Section 14. APPROVAL OF OFFICIAL STATEMENT.** The Pricing Officer is hereby authorized to approve the Preliminary Official Statement and the Official Statement relating to the

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

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

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

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

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

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

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

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

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

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 9 of this Ordinance that causes the Bonds no longer to be outstanding.

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

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

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

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

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

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

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

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

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

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;

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

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

(5) Change the requirement with respect to Registered Owner consent to such amendment.

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

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

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

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

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

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

(a) Any owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights to the owner under this Ordinance, by mandamus or other suit, action or special

proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owner hereunder or any combination of such remedies.

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

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

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

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

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

**Section 21. PERFECTION.** Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of ad valorem taxes granted by the City under Section 8 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 8 of this Ordinance is to be subject to the filing requirements of Chapter 9,

Business & Commerce Code, then in order to preserve to the Registered Owner of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

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

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

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

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

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

**Section 27. CREDIT AGREEMENT.** To the extent permitted by law, the City reserves the right under Chapter 1371 of the Texas Government Code to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the City's Finance Director that such Credit Agreements are in the best interest of the City given the market conditions at the time. The Credit



Agreements will constitute a Credit Agreement as defined in Chapter 1371 of the Texas Government Code. Any such Credit Agreements must be reviewed and approved by the Attorney General of the State of Texas.

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

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

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

[Execution Page Follows]

**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, finally passed, approved and effective on this 5th day of March, 2015.

**THE CITY OF TEMPLE, TEXAS**

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Mayor  
City of Temple, Texas

**ATTEST:**

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City Secretary  
City of Temple, Texas

**APPROVED AS TO FORM:**

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City Attorney  
City of Temple, Texas

*[Ordinance Signature Page]*

## **EXHIBIT "A"**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"*Ordinance*" means this ordinance finally adopted by the City Council on March 5, 2015.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "B"**

**CONTINUING DISCLOSURE**  
**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

**Accounting Principles**

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



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #8  
Regular Agenda  
Page 1 of 2

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** FIRST & FINAL READING – PUBLIC HEARING: Consider adopting an the "Fifth Supplement Ordinance to the Master Ordinance Establishing the City of Temple, Texas Utility System Revenue Financing Program" related to the issuance of City of Temple, Texas Utility System Revenue and Refunding Bonds, Series 2015.

**STAFF RECOMMENDATION:** Adopt ordinance as presented in item description.

**ITEM SUMMARY:** This item is to delegate authority to the Director of Finance, or in her absence, the City Manager to determine which of the Refundable Obligations shall be refunded and finalize pricing within parameters defined in the attached ordinance in a par amount not to exceed \$25,000,000. This item also delegates authority for the issuance of the next phase of Utility System Revenue bonds for the Water/Wastewater capital improvement program (CIP) in a par amount not to exceed \$26,500,000. The delegation of authority will allow the City to obtain the most advantageous borrowing costs in order to achieve maximum debt service savings. The market conditions for the refunding and the timing of the project needs for the CIP will influence the decision to combine the refunding with the revenue bonds.

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

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



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

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

**FISCAL IMPACT:** Refunded Obligations will be refunded, all or a portion, in order to achieve a net present value debt service savings of not less than 3% of the principal amount of the Refunded Obligations, net of any City contribution. Other parameters included in the ordinance are a maximum par amount not to exceed \$25 million and maximum maturity date of August 1, 2040. The potential refunding candidates include all or a portion of the following outstanding bond issue:

- Utility System Revenue Bonds, Series 2008

The 'New' money obligations will be for a par amount not to exceed \$26,500,000 and a maximum maturity of not greater than 20 years. The current water/waste water rates were adjusted in FY 2013 to fund the debt service for this issue and a second series scheduled in FY 2016.

A schedule of the FY 2015 Utility Revenue Bond projects is attached. Some of the projects on the list are under design or construction. An intent to reimburse resolution was included with the contract award resolution.

**ATTACHMENTS:**

[Schedule of FY 2015 Utility Revenue Bond Projects Ordinance](#)

# UTILITY REVENUE BOND PROJECTS

FY 2015

Line	Project #	Project Description	Adopted	Estimated Annual Operating Cost
1	101081	Leon River Trunk Sewer (LS and FM), Phase 1 {Construction}	\$ 2,800,000	\$ -
2	101082	Water Line Replacement - along Lamar from 7th Street to Nugent Tank	800,000	-
3	101083	Wastewater Line Replacement - between 10th and 12th Street from Central to Avenue D	350,000	-
4	101084	TCIP Utilities - Westfield Blvd, Phase 1	580,000	-
5	100967	TCIP Utilities - Western Hills	1,800,000	-
6	101086	TBP Expansion - Headworks & Aeration {Design}	750,000	-
7	101087	WTP - Rehabilitation Project #1 (MWTP - Intake & RWPS Modifications; CTWP - RWPS Improvements; CWTP - 48" Raw Water Line; also include clearwell separation valve) {Design}	1,000,000	-
8	100608	Charter Oak WL from Riverside to Loop 363 {Transmission Main}	2,900,000	-
9	101199	Wastewater Line Improvements - McLane Parkway to Research Parkway Connector	800,000	-
10	101200	Water Line Replacement - along 3rd between Irvin & Nugent	650,000	-
11	101201	Wastewater Line Replacement - 3rd & 11th Street from Avenue D to Avenue H	610,000	-
12	101202	Wastewater Line Replacement - 3rd & 9th Street from Avenue K to Avenue N	550,000	-
13	101203	Wastewater Line Replacement - Avenue M to Avenue N & Dunbar Trunk	571,609	-
14	101204	Wastewater Line Replacement - Avenue P	400,000	-
15	101205	Water Line Replacement - along East Adams	500,000	-
16	101206	WTP - High Voltage Transformer / MCC Replacement	800,000	-
17	101089	WTP - Generator Installation at Critical Booster Pump Stations	750,000	-
18	101078	WTP - Generator Replacement at Avenue G Pump Station	700,000	-
19	101209	WTP - Avenue H Tank Rehabilitation (North Tank)	500,000	-
20	101210	Little Flock Lift Station Rehabilitation	300,000	-
21	101211	WWTP - Lift Station Transfer Switches	400,000	-
22	100718	TCIP Utilities - W Avenue U & 13th / 17th Connector	300,000	-
23	100984	TCIP Utilities - Prairie View (Research to N Pea Ridge), Phase 1	675,000	-
24	101087	WTP Rehabilitation Project #1 (MWTP - Intake & RWPS Modifications; CTWP - RWPS Improvements; CWTP - 48" Raw Water Line; also include clearwell separation valve) {Construction}	6,000,000	-
25		Contingency	1,013,391	-
<b>Total Utility Revenue Bond Projects</b>			<b>\$ 26,500,000</b>	<b>\$ -</b>

**ORDINANCE NO. 2015-\_\_\_\_\_**

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

**Adopted March 5, 2015**

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

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

CITY OF TEMPLE

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

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

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

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

**WHEREAS**, the City Council of the City also deems it advisable to issue additional new money bonds to improve and extend the City's Utility System; and

**WHEREAS**, the Bonds authorized to be issued by this Fifth Supplement are to be issued and delivered pursuant to the City Charter and Chapters 1207, 1371 and 1502 of the Texas Government Code, as amended, and other applicable State laws; and

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

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

## **ARTICLE I BONDS ISSUED UNDER UTILITY SYSTEM REVENUE FINANCING PROGRAM**

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

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

**Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT.** (a) Fifth Supplement. By adoption of the Master Ordinance, the City has

established the City of Temple, Texas Utility System Revenue Financing Program for the purpose of enabling the City to provide for the financing or refinance utility system projects authorized by Chapter 1502 of the Texas Government Code, as amended, and any other applicable provisions of State law pursuant to which, subject to the payment of maintenance and operating expenses, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Fifth Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Fifth Supplement is subject to the terms of the Master Ordinance and the terms of the Master Ordinance are incorporated herein by reference and as such are made a part hereof for all purposes.

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

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

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

## **ARTICLE II BOND AUTHORIZATION AND SPECIFICATIONS**

**Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.** The Bonds designated "**CITY OF TEMPLE, TEXAS UTILITY SYSTEM REVENUE AND**



**REFUNDING BONDS"** (the "Bonds") are hereby authorized to be issued and delivered pursuant to this Fifth Supplement and in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1207, 1371 and 1502, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in one or more series in the aggregate principal amount not to exceed \$51,500,000 for the purpose of (i) refunding the Refunded Obligations, (ii) constructing, improving, extending and equipping the Utility System and (iii) paying the costs of issuing the Bonds.

**Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.** (a) Terms of Bonds. There initially shall be issued, sold and delivered under this Fifth Supplement fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the initial registered owner(s) (as designated in subsection (c) of this Section), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner" or the "Owner"), in the denomination of \$5,000 or any integral multiple thereof, maturing not later than thirty years from the date of issuance, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in each Pricing Certificate pursuant to subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Fifth Supplement. The Bonds shall be designated by the year in which they are awarded and the purpose for which such Bonds are issued. The authority of the City Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.S.T. on March 5, 2016. Bonds priced on or before March 5, 2016 may be delivered to the initial purchaser after such date.

(b) Selling and Delivering the Bonds. As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the City Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Taxable Series or a Tax-Exempt Series, which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Fifth Supplement and carrying out the other procedures specified in this Fifth Supplement, including the date of the Bonds, any additional or different designation or title by which a Series of the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, if any, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, procuring municipal bond insurance and approving modifications to this Fifth Supplement related to the procurement of such insurance and executing such instrument, documents and agreements as may be necessary with respect thereto, if it is determined by such officers that the City procuring such insurance would be financially desirable and advantageous and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon

from its date to its delivery, (ii) none of the Bonds of a Series shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the City Officer shall establish an amount not to exceed the amount authorized in Section 2.01, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

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

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

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

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

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

the manner provided and on the dates stated in the FORM OF BOND set forth in this Fifth Supplement and the Pricing Certificate.

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

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

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

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

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

The City agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms

and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

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

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

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

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

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

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

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

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

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

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

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

give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS; BOOK-ENTRY-ONLY SYSTEM; SUCCESSOR SECURITIES DEPOSITORY; PAYMENTS TO CEDE & CO.** (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Fifth Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

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

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

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

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

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

Neither the City nor the Registrar shall be required to issue or transfer to an assignee of an Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

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

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Fifth Supplement to the contrary but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register as provided in this Fifth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Security Register, shall receive a Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Fifth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the

provisions in this Fifth Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this Fifth Supplement shall refer to such new nominee of DTC.

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

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

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

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

**Section 2.07. FORM OF BOND.** The Bonds (including Initial Bond), the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the form set forth in Exhibit "B" to this Fifth Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Fifth Supplement and each Pricing



Certificate, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

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

### **ARTICLE III EXECUTION; REPLACEMENT OF BONDS; AND BOND INSURANCE**

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

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

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

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Utility System, the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying

Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the underwriters and the initial exchange thereof for Bonds other than the Initial Bond.

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

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

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

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

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

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

**Section 3.06. BOND INSURANCE.** In connection with the sale of the Bonds, the City Officer may obtain a municipal bond insurance policy from a municipal bond insurer (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the City on some or all of the Bonds as determined by the City Officer. The City Officer is hereby authorized to sign a commitment letter and/or insurance agreement with the Insurer and to pay the premium for the

bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Insurer and the City Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer, and any such provisions shall be read and interpreted as an integral part of this Fifth Supplement.

## **ARTICLE IV**

### **PAYMENTS, REBATE FUND AND RESERVE FUND**

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

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

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

**Section 4.03. RESERVE ACCOUNT.** (a) To accumulate and maintain a reserve for the payment of the Bonds equal to the Average Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Account has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Account shall be retained in the Reserve Account until the Reserve Account contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the System Account. The City shall deposit and credit to the Reserve Account amounts required to maintain the balance in the Reserve Account in an amount equal to the Required Reserve Amount by making monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount or by the deposit of a Reserve Account Obligation. There shall be deposited into the Reserve Account any Reserve Account Obligations so designated by the City. All funds, investments and Reserve Account

Obligations on deposit and credited to the Reserve Account shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Account Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds. The Reserve Account is solely for the benefit of this series of Bonds and is not available to pay Annual Debt Service Requirements on any other Parity Debt.

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

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

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

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

(d) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve Amount in the Reserve Account shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average Annual Debt Service Requirements. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the average Annual Debt Service Requirements, the City will be required to commence making Required Reserve Account Deposits, as provided in subsection (b) above, and to continue such Required Reserve Account Deposits until the earlier of (i) such time as the Reserve Account contains the Required Reserve Amount or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the average Annual Debt Service Requirements. Notwithstanding the provisions of Section 4.03(a) of this section, if the City commences deposits in the Reserve Account and later is authorized to suspend payments into the fund under this section any funds so accumulated may, at the discretion of the City: (i) remain in the Reserve Account or (ii) be used for any lawful purpose including additional projects or to pay debt service on the Bonds.

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

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

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

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

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

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

## **ARTICLE V COVENANTS REGARDING TAX EXEMPTION**

**Section 5.01. COVENANTS REGARDING TAX EXEMPTION ON TAX-EXEMPT BONDS.** (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

(A) proceeds of the Tax Exempt Bonds invested for a reasonable temporary period,

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

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

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

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

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

(d) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be



treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

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

**Section 5.03. DISPOSITION OF PROJECT.** The City covenants that the property financed with the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

## **ARTICLE VI AMENDMENTS AND MODIFICATIONS**

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

- (i) To add to the covenants and agreements of the City contained in this Fifth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Fifth Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Fifth Supplement, upon receipt by the City

of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Fifth Supplement;

(iii) To supplement the Security for the Bonds;

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

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

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

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

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

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

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

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

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

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

(b) Notice. If at any time the City shall desire to amend this Fifth Supplement pursuant to Subsection (a), the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the City gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds and to the Bond Insurer.

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

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

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

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

## **ARTICLE VII MISCELLANEOUS**

### **Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS.**

Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) any underwriting discount or fees and any Credit Agreement fees for the Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest and sale proceeds to be used to pay capitalized interest for the Bonds, if any, shall be deposited as provided in Section 4.01;
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and deposited to the Escrow Fund and used as provided in the Escrow Agreement.

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

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

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

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

**Section 7.03. DEFEASANCE OF BONDS.** (a) Deemed Paid. The principal of and/or the interest and redemption premium, if any, on any Bonds shall be deemed to be Defeased Debt within the meaning of the Master Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for the payment of its services until all Defeased Debt shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Security as provided in the Master Ordinance and this Fifth Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

(c) Continuing Duty of Paying Agent and Registrar. Notwithstanding any provision of any other Section of this Fifth Supplement which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Debt shall have become due and payable, the Paying Agent/Registrar for such Defeased Debt shall perform the services of Paying Agent/Registrar for such Defeased Debt the

same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Fifth Supplement.

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

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

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

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

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

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

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

**Section 7.05. FURTHER PROCEDURES.** Each Authorized Representative is hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Fifth Supplement, the Bonds, the sale and delivery of the Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each of the Bonds, the above-stated officers, with the advice of the City Attorney and Bond Counsel to the City, are hereby authorized to approve, subsequent to the date of the adoption of this Fifth Supplement, any amendments to the above named documents, and any technical amendments to this Fifth Supplement as permitted by Section 6.01 (v) or (vi) and an Authorized Representative is hereby authorized to execute this Fifth Supplement to evidence approval of such changes.

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

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

**Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.** Whenever this Fifth Supplement requires any action to be taken on a Saturday, Sunday, or legal

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

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

**Section 7.09. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City as determined by the City Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial information and operating data of the general type included in the final Official Statement authorized by Section 7.04 of this Fifth Supplement. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

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

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

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

A. Principal and interest payment delinquencies;



- B. Non-payment related defaults, if material within the meaning of the federal securities law;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities law; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of federal securities law.

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

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 7.03 of this Ordinance that causes the Bonds no longer to be outstanding.

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

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

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

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally

recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

**Section 7.10. CREDIT AGREEMENT.** To the extent permitted by law, the City reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the City given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Ordinance. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

**Section 7.11. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Fifth Supplement is hereby declared to be an Event of Default:

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

(iii) By accepting the delivery of a Bond authorized under this Fifth Supplement, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Fifth Supplement do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

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

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

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

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

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

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

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

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

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

**Section 7.13. INDIVIDUALS NOT LIABLE.** All covenants, stipulations, obligations, and agreements of the City contained in this Fifth Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing Program, the Utility System and the City to the full extent authorized or permitted by State law. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity and neither the members of the City Council, nor any officer, employee, or agent of the City shall be liable personally on the Bonds when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

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

**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, finally passed,  
approved and effective this 5th day of March, 2015.

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Mayor  
City of Temple, Texas

**ATTEST:**

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City Secretary  
City of Temple, Texas

**APPROVED AS TO LEGALITY:**

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City Attorney  
City of Temple, Texas

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

**CITY OF TEMPLE, TEXAS**

By: \_\_\_\_\_  
Authorized Representative

## **EXHIBIT A DEFINITIONS**

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

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

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

"Authorized Denominations" - Means \$5,000 or any integral multiple thereof with respect to Current Interest Bonds and \$5,000 maturity amount or any integral multiple thereof with respect to any Premium Compound Interest Bonds.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

"MSRB" - The Municipal Securities Rulemaking Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Tax Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax Exempt Series" means each Series of Tax Exempt Bonds.

**EXHIBIT B**

**FORM OF BONDS**

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

**No. R-\_\_\_\_\_ \$\_\_\_\_\_**

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

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

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

This Bond is one of a duly authorized issue of bonds designated as "City of Temple, Texas Utility System Revenue [and\*] Refunding Bonds, Series 20\_\_\*" (the "[1207\*] Bonds"), in the

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

aggregate principal amount of \$ \_\_\_\_\_\* issued pursuant to the laws of the State of Texas, including specifically the Chapters 1371 and [1207\*] 1502, Texas Government Code, as amended (the "Act"), and initially under and pursuant to a master ordinance of the City adopted on September 21, 2006 (the "Master Ordinance"), 2014, and the Fifth Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Utility System Revenue Financing Program adopted on March 5, 2015 (the "Fifth Supplement") in the aggregate principal amount of \$ \_\_\_\_\_\*, adopted on March 5, 2015, for the purpose of (i) refunding the Refunded Obligations,\* (ii) for the purpose of constructing, improving, extending and equipping the Utility System\* and (iii) paying the costs of issuing the Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Ordinance on a parity with all other Parity Debt (as defined in the Master Ordinance and the Fifth Supplement).

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

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

**NO. PC-**

**MATURITY  
AMOUNT**  
\$ \_\_\_\_\_

**INTEREST RATE**

**ISSUANCE DATE**

**DATE OF BOND**

**CUSIP NO.**

**REGISTERED OWNER:**

**MATURITY AMOUNT:**

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

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

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

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

#### **[FORM OF REMAINDER OF EACH BOND]**

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

#### **Redemption Provisions**

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

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

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

same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

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

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

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

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

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

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

Reference is hereby made to the Ordinance, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the City; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond and this Bond thereafter no longer to be secured by the Ordinance or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

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

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

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



invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

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

**CITY OF TEMPLE, TEXAS**

By: \_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
Mayor

(SEAL)

**[INSERTIONS FOR THE INITIAL BOND]**

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

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

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

Amount	Year	Rate
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(Information from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the respective per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_\* and

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



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

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

Registered this date:

By: \_\_\_\_\_  
Authorized Signature

Form of Assignment.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

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

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

DATED: \_\_\_\_\_

Signature guaranteed by:

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

**[INSURANCE LEGEND IF APPLICABLE]**

## **EXHIBIT "C"**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

#### **Accounting Principles**

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



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #9  
Regular Agenda  
Page 1 of 1

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Brian Chandler, Director of Planning

**ITEM DESCRIPTION:** Receive an annual report regarding the Planning and Zoning Commission (P&Z) cases from the fiscal year 2013-2014 to include plats, zoning, conditional use permits, planned development, code amendment and I-35 Corridor appeal cases.

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

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

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

[FY 2013-2014 Report](#)

# ANNUAL REPORT



**City of Temple  
Planning Department  
Fiscal Year 2013-2014**



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# Introduction

This Annual Report is a summary of development activity within the City of Temple and its Extraterritorial Jurisdiction for Fiscal Year 2014 (October 1, 2013 – September 30, 2014). The Report also describes the functions, responsibilities, and accomplishments of the following programs:

## Administration

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

## Long Range Planning

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

## Development Planning

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

## Staff

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

## Mission Statement

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





## 2010 Census and Current 2014 Population Estimate

The 2010 U.S. Census showed Temple's population as 66,102. The City's population estimate for 2014, based on water accounts from the Business Utility Office and estimations from Finance, was 73,248. The following chart and table shows Temple's historic growth from 1960 to 2015.

Year	Temple Population	Percent Change
1960	30,419	
1970	33,431	9.90%
1980	42,483	27.08%
1990	46,109	8.54%
2000	54,514	18.23%
2006	60,518	2.02%
2007	61,755	2.04%
2008	62,790	1.68%
2009	63,524	1.17%
2010	66,102	4.06%
2011	67,036	1.41%
2012	68,315	1.91%
2013	70,274	2.87%
2014	71,761	2.12%
2015	73,248	2.07%

## Population



## 2014 Year in Review

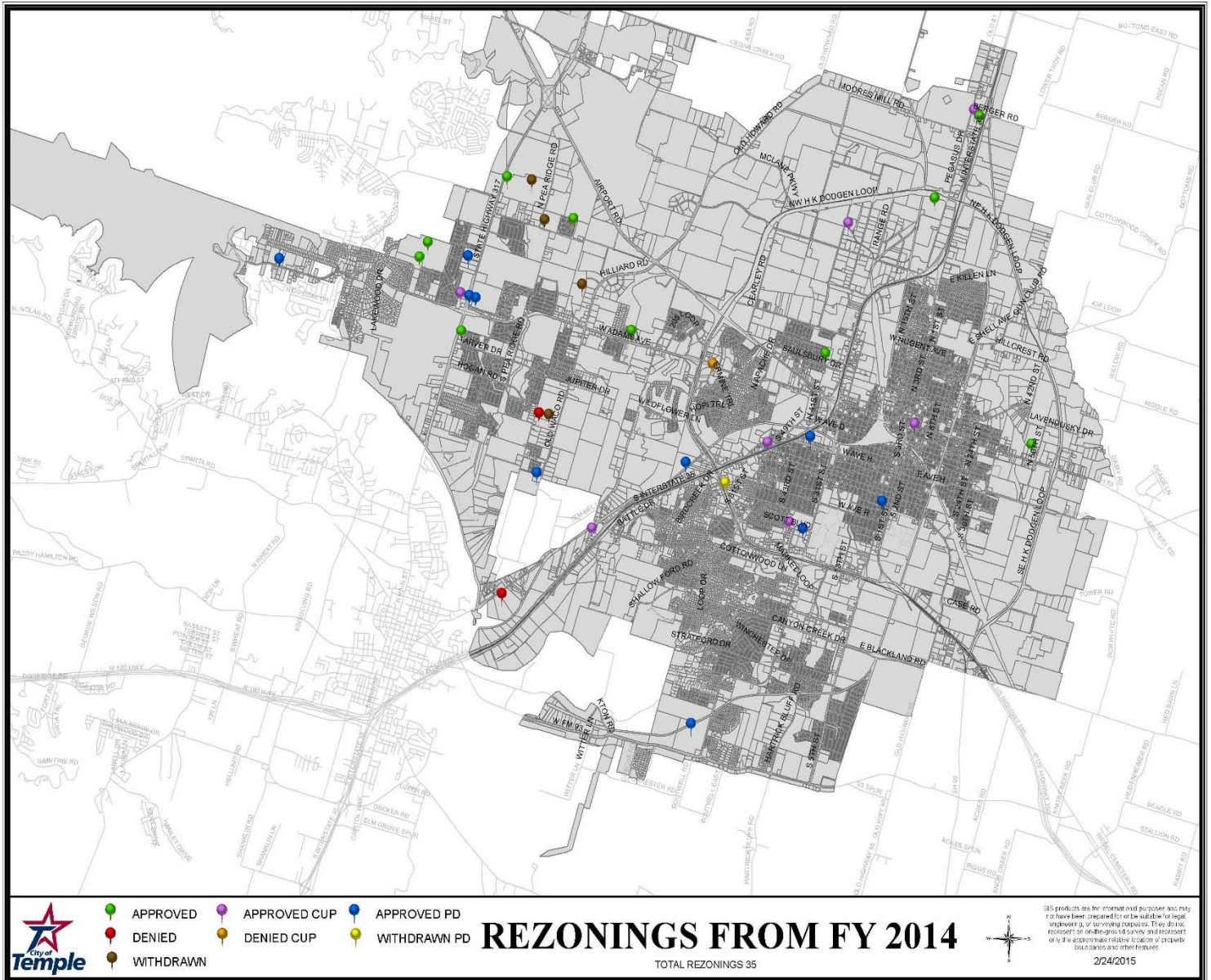
### I-35 Appeals

The Planning Department processed six I-35 Appeals for Fiscal Year 2014. The following table shows the location, purpose, request, and outcome for each rezoning application received in Fiscal Year 2014.

Case Number	Location	Purpose	Staff Rec.	P&Z Rec.	City Council Action
O-FY-14-04	Bird Creek Crossing Pad A, 3550 S. General Bruce Drive	Section 6.7 - Landscaping, window, architectural and lighting standards	Approval	Approval	Approval 2014-7209-R
O-FY-14-06	Ashley Furniture Home Store, 4501 S. General Bruce Drive	Section 6.7.5(j) - Maximum of two wall signs, requesting four signs due to number and site configuration; and increase maximum area per sign from 300 s.f. minimum to 489 s.f. per sign face	Approval	Approval	Approval 2014-7269-R
O-FY-14-08	Garlyn Shelton GMC Buick Cadillac, 5625 S. General Bruce Drive	Section 6.7.5(j) – Maximum height of on-premise sign	Approval	Approval	Approval 2014-7327-R
O-FY-14-09	Hampton Inn, 3816 S. General Bruce Drive	Section 6.7.5(j) – Wall sign	Approval	Approval	Approval 2014-7342-R
O-FY-14-10	McDonald's, 1601 W. Adams Avenue	Section 6.7 – Landscaping, signage, screening, wall standards and utilities	Approval	Approval	Approval 2014-7343-R
O-FY-14-11	Goodyear, 5506 S. General Bruce Drive	Section 6.7.5(j) – Sign	Approval	Approval	Approval 2014- 7353-R

## Rezoning

The Planning Department processed 16 Rezoning applications for Fiscal Year 2014, and the City Council approved 10. One application was denied due to a lack of a second to a motion for approval and four applications were withdrawn prior to City Council. The following table shows the location, purpose, request, and outcome for each rezoning application received in Fiscal Year 2014.



Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-14-01	Gary Purser	Residential Development	AG	SF2	Denial		Withdrawn
Z-FY-14-02	Lots 3 & 4, Block 12 Northwest Hills 1 <sup>st</sup> Extension; 2205 & 2201 Valley Forge	Duplex	LI/C	MF2	Approval	Approval	Approval 2013-4624
Z-FY-14-07	17.95 acres between Old Waco Road and S. Pea Ridge Road	Residential Development	AG	2F	Denial	Denial	Withdrawn
Z-FY-14-08	Part of Baldwin Robertson Survey, Abstract 17; ob 2067-a	Residential Development	AG	SF3 & O2	Approval	Approval	Approval 2013-4627
Z-FY-14-09	.982 acres part of Nancy Chance Survey, Abstract 5, 6040 W. Adams Avenue	Rezoning	AG	NS	Denial	Approval	Approval 2014-4634 with PD
Z-FY-14-11	128.05 acres, east side of SH 317	Residential/Retail Development	AG	SF2/GR	Approval	Approval	Approval 2014-4635
Z-FY-14-19	1.103 acres, OB 2018-A, south side of intersection with Prairie View Road and N. Pea Ridge Road, 1216 N. Pea Ridge Road		SF2	C	Denial	Denial	Withdrawn by Applicant prior to City Council
Z-FY-14-20	5.01 acres, OB 906-A, 2312 E. Adams	Commercial Development	AG	C	Approval	Approval	Approval 2014-4652
Z-FY-14-21	21.59 acres, west side of Old Waco Road and east side of S. Pea Ridge Road, east of Westwood Estates	Residential Development	AG	2F-17.95 O2-3.64	Denial	Approval with PD	Motion denied for lack of a second

Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-14-22	44.20 acres, OB 1155A-A, southwest corner of NW Loop 363 and Pegasus Drive, 4222 Pegasus Drive	Ranger Excavation	AG	LI	Approval	Approval	Approval 2014-4660
Z-FY-14-26	11.579 acres, Lot L, Block 1, D.R.S. Addition	Future development	AG	C	Approval	Approval	Approval 2014-4662
Z-FY-14-29	136.576 acres, area east of The Campus at Lakewood Ranch Phase VIII and west of Windmill Farms Phases I and II	Permanent Zoning upon annexation	AG	SF2	Approval	Approval	Approval 2014-4668
Z-FY-14-31	The Groves at Lakewood Ranch	Residential Development	AG, SF1, UE	SF2	Approval	Approval	Approval 2014-4668
Z-FY-14-34	8.125 acres, Nancy Chance Survey, Abstract 5; north side of Honeysuckle Drive between Westfield Blvd. and Hilliard Road, 7020 W. Adams Avenue	Rezoning	AG	GR	N/A	N/A	Withdrawn by Applicant
Z-FY-14-35	1.054 +/- acres; 6511 North SH 317, north of Tarver Drive and SH 317 intersection	Stripes location	AG	GR	Approval	Approval	Approval 2014-4684
Z-FY-14-37	5105 Charter Oak Drive, 61.137 acres situated in Nancy Chance survey, Abstract No. 5	Residential Development	UE	SF1	Approval	Denial	Denial

## Conditional Use Permits

The Planning Department processed eight CUP applications for Fiscal Year 2014, and the City Council approved seven with one denial due to a lack of a second for a motion to approve. The following table shows the location, purpose, base zoning and outcome for each CUP application received in Fiscal Year 2014.

Case Number	Location	Purpose	Zoning	Staff Rec.	P&Z Rec.	City Council Action
Z-FY-14-03	The Patio on Main Street, 12 S. Main Street	Alcohol	CA	Approval	Approval	Approval 2014-4625
Z-FY-14-12	2815 S. General Bruce Drive	Tire facility	C	Approval	Approval	Approval 2014-4642
Z-FY-14-13	Lot 1, Block 1, Temple Industrial Park VIII, 3289 Eberhardt Road	Biodiesel Manufacturing Plant	LI	Approval	Approval	Approval 2014-4636
Z-FY-14-15	Lot 2, Block 3, Gosney Commercial, 2055 Scott Boulevard	Pet Crematorium	C	Approval	Approval	Approval 2014-4643
Z-FY-14-17	7378 SH 317	Construct 180 foot wireless cell tower and ground area	GR	Approval	Approval	Approval 2014-4644
Z-FY-14-25	Portion of Lot 1, Block 1, D.R.S. Addition, 111 Hart Road	Relocation of off-premise sign due to TxDOT expansion	C	Approval	Approval	Approval 2014-4663
Z-FY-14-28	Lot 2, Block 1, Trnum Subdivision, Phase VIII, 5806 S. General Bruce Drive	Retail nursery / landscaping facility	C	Approval	Approval	Approval 2014-4669
Z-FY-14-36	Block 1, Lot 2, Western Hills Commercial Phase III, 4311 W. Adams, Avenue, Suite 201	Package Store	C	Approval	Approval	Denied for lack of a second

## Planned Developments

The Planning Department processed 11 PD applications for Fiscal Year 2014 with one withdrawn. The following table shows the location, purpose, base zoning and outcome for each PD application received in Fiscal Year 2014.

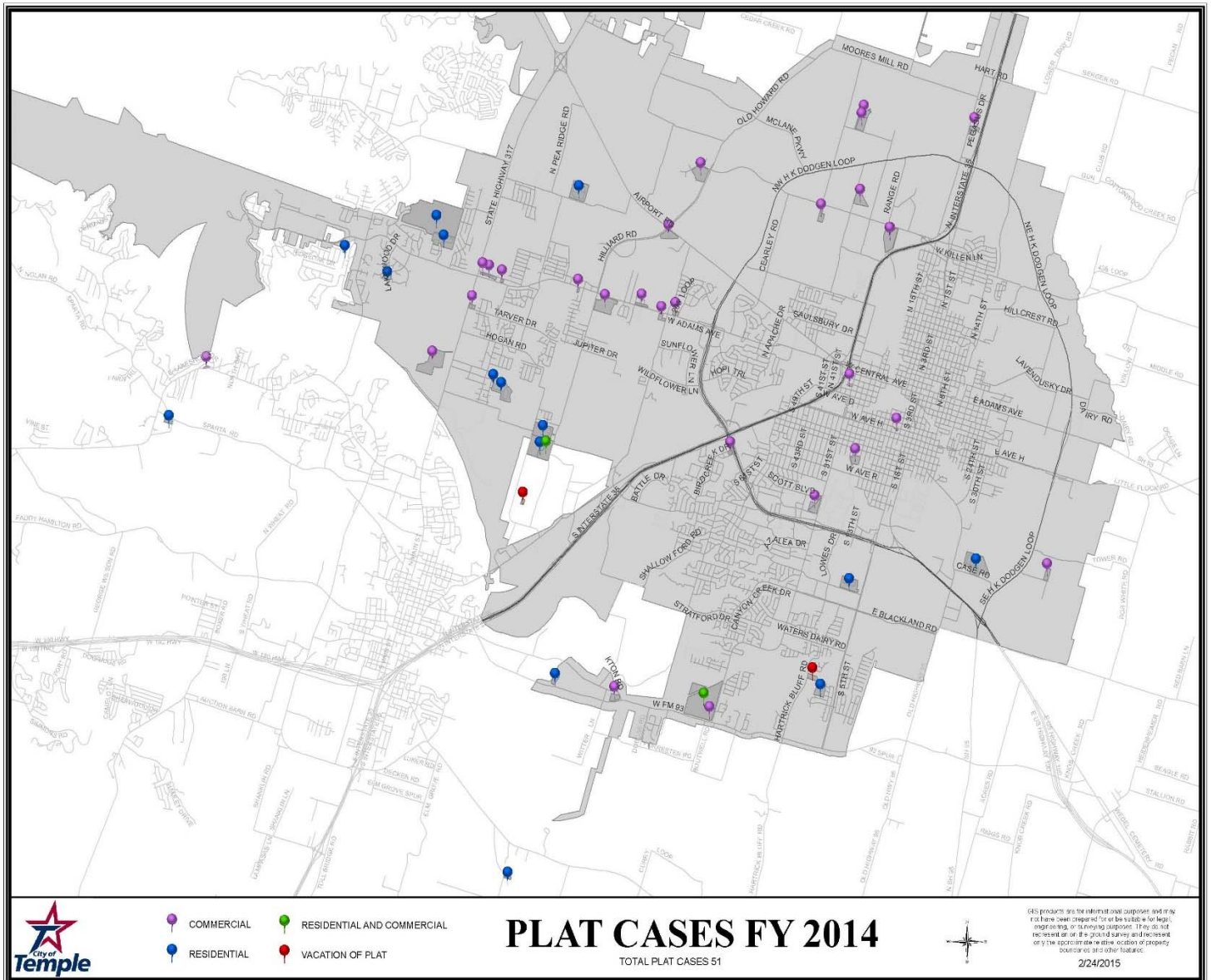
Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-14-04	1605 S. 5 <sup>th</sup> Street	Construction of Triplex	TMED T4	PD(T4)	Approval	Approval	Approval 2013-4630
Z-FY-14-06		Expanding parking lot and operate medical clinic, 2003 W. H Avenue	2F	PD(O1)	Approval	Approval	Approval 2014-4632
Z-FY-14-16	4208 S. General Bruce Drive, Tem-Tex Solvents	Construction warehouse	HI	PD(HI)	Approval	Approval	Approval 2014-4637
Z-FY-14-18	Legacy Ranch, Northwest corner of S. 31 <sup>st</sup> Street and FM 93	Residential Development with GR, NS and MF2 uses	AG	PD(GR)	Approval	Approval	Approval 2014-4646
Z-FY-14-23	The Plains at Riverside, 6 acres – 2828 Old Waco Road	Permanent Zoning upon annexation for The Plains at Riverside	AG	SF2 and PD(O2)	Approval	Approval	Approval 2014-4658
Z-FY-14-24	Site Plan review – Lot 2, Block 1, Johnson Lone Star Properties, Amy's Attic	Amendment to PD and Site Plan	N/A (already zoned PD-NS)		Approval	Approval	Approval 2014-4661



Case Number	Location	Purpose	Zoned		Staff Rec.	P&Z Rec.	City Council Action
			From	To			
Z-FY-14-32	2.94 acres – northeast corner of FM 2305 (W. Adams) and Arrowhead Point Road, 13271 FM 2305	Proposed Boat Storage	AG	PD(NS)	Approval	Approval	Approval 2014-4675
Z-FY-14-33	Site Plan Review – Lots 1-5, Block 1, Adams Island Commercial, 9108 W. Adams Avenue	Amendment to Original PD and Site Plan	N/A		Approval	Approval	Approval 2014-4677
Z-FY-14-38	Shoppes On the Hill (BS&W), 2304 s. 31 <sup>st</sup> Street	Retail Shopping Center	TMED TC-5	PD(TC-5)	Approval	Approval	Approval 2014-4689
Z-FY-14-39	Lots 1 & 2, Block 1, Adams Island Commercial, 9224 and 9310 W. Adams	Amend to original PD and Site Plan (to allow Major Vehicle Repair)	N/A		Approval	Approval	Approval 2014-4696
Z-FY-14-40	.343 acres, portion of Creekside PUD, 3502 SW H K Dodgen Loop	Professional Office	PD	O1	Approval	Tabled	Withdrawn by Applicant

## Plats

The Planning Department processed 51 subdivision plats for Fiscal Year 2014, including seven preliminary plats, 27 final plats, two vacation plats (one ETJ), and 15 administrative plats. The following table shows the name, location, type of plat, acreage, lot count, land use, and outcome for each plat application received in Fiscal Year 2014.



## Residential

Case Number	Subdivision Name	Location	Type of Plat	Acres (appx.)	# of Lots	City Council/ PZC Approval
P-FY-14-03	Meadows at Creekside	North side of Case Road, east of Martin Luther King	Final	42	123	PZC 02-03-14
P-FY-14-04	Johanson Estates	North side of FM 1123	Admin	2	1	Plat signed 11-07-13
P-FY-14-09 See P-FY-14-14	North Gate Subdivision	North side of Prairie View Road, east of N. Pea Ridge, 7600 Prairie View Road	Preliminary	37	133	PZC 03-14-14
P-FY-14-11	Legacy Ranch	Northwest corner of S. 31 <sup>st</sup> Street and SH 93, 6400 S. 31 <sup>st</sup> Street	Preliminary	103	181	City Council 04-03-14
P-FY-14-13	Falcon Addition	Replat of Lot 15, Block 4 and portion of Lakewood Ranch, 11420 Falcon Drive	Admin	4	2	Plat signed 01-09-14
P-FY-14-14	North Gate Subdivision	North side of Prairie View Road and east of N. Pea Ridge Road, 7600 Prairie View Road	Final	37	133	PZC 03-14-14
P-FY-14-16	Carriage House Trails Phase I	North of Poison Oak at the intersection of Carriage House Drive and Oak Hills Drive, 2107 Carriage House Drive	Final	35	122	PZC 02-18-14
P-FY-14-22	The Groves at Lakewood Ranch (Master Preliminary Plat)	Temple's northern ETJ surrounding The Groves at Lakewood Ranch Phase VIII, 10306 W. Adams Avenue	Preliminary	194	583	CC 05-15-14
P-FY-14-30	Sweet Addition	8932 W. Adams	Admin	0.5	2	Plat signed 06-06-14
P-FY-14-32	Dove Meadows	Southwest corner of Old Waco Road and Poison Oak Road, 2566 Old Waco Road	Preliminary	27	106	CC 07-17-14
P-FY-14-33 Removed P-FY-14-08	The Plains at Riverside	West side of the intersection of Old Waco Road and Riverside Trail, 2828 Old Waco Road (ETJ)	Preliminary	50	159	PZC 06-16-14
P-FY-14-36	Phillips Addition	West side of Brown Lane, 324 Brown Lane (ETJ)	Final	1	1	Pending
P-FY-14-39	Villas at Friars Creek	300 Marlandwood Road	Final	23	69	PZC 07-07-14

Case Number	Subdivision Name	Location	Type of Plat	Acres (appx.)	# of Lots	City Council/ PZC Approval
P-FY-14-42	Wyndham Hill Addition Phase IV	East side of S. 5 <sup>th</sup> Street adjacent to Wyndham Hill Phase I, 424 Wedgewood Drive	Final	13	59	PZC 10-06-14
P-FY-14-45	Janke Acres	East side of S. Pea Ridge Road and south of Poison Oak Road (ETJ)	Vacate	2	1	Pending
P-FY-14-46	Estates of Friars Creek	East side of Hartrick Bluff Road and south of Friars Creek	Vacate	5	18	PZC 09-15-14
P-FY-14-47	The Groves at Lakewood Ranch Phase II	10306 W. Adams Avenue	Final	29	88	PZC 10-06-14
P-FY-14-49	The Plains at Riverside Phase I	West side of Old Waco Road across from Riverside Drive	Final	21	46	PZC 10-06-14
P-FY-14-50	Martinez Addition	North side of FM 93, east of City of Temple city limits, 5786 W. FM 93	Final	5	4	Pending
P-FY-14-51	Barbara Addition	At the intersection of Sparta Road and Sparta Loop in Temple's western ETJ and Belton's ETJ, 2424 Sparta Loop	Admin	4	2	Plat signed 10-23-14

## Nonresidential

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-14-01	Jencer Addition	South side of Industrial Blvd., near Industrial Blvd./Range Road intersection (replaced by CHEP Addition), 1407 Industrial Blvd.	Admin	28	2	Withdrawn
P-FY-14-02	Big Red Barn VI	Corner of Taylor's Valley Road and W. FM 93, 4013 FM 1123	Final	6	1	PZC 11-18-13
P-FY-14-05	Fettig Subdivision	North side of W. Adams Avenue adjacent to Beaver Loop	Final	3	5	PZC 03-03-14
P-FY-14-06	Eberhardt Subdivision	Southeast corner of Eberhardt Road and BNSF RR, 3111 Eberhardt Road	Final	7	1	PZC 12-16-13
P-FY-14-07	Airport Park at Central Pointe Phase II	South West corner of Industrial Boulevard & the B.N.&S.F. RR, 6153 Central Pointe Parkway	Final	20	3	PZC 03-03-14
P-FY-14-10	Cedarbrake Retreat Addition	West side of FM 317, south of FM 2305, 5602 SH 317	Preliminary/ Final	43	1	Pending
P-FY-14-11	Legacy Ranch	Northwest corner of S. 31 <sup>st</sup> Street and SH 93, 6400 S. 31 <sup>st</sup> Street	Preliminary	103	181	CC 04-03-14
P-FY-14-12	Sweet Addition	8932 W. Adams (Replat Lot 2, Saunders Addition), 8924 W. Adams Avenue	Final	1	2	PZC 01-21-14
P-FY-14-17 See P-FY-14-23	Crescent View Commercial Phase 3	Wal-Mart Super Center- W. Adams Avenue and Old Waco Road, 6801 W. Adams Avenue	Preliminary	30	8	PZC 03-17-14
P-FY-14-18	Western Emulsions	Intersection of Wendland Road and Wilsonart Drive, 4519 Wendland Road	Final	5	1	PZC 03-17-14

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-14-19	RWYC Addition	Between S. 25 <sup>th</sup> Street and S. 19 <sup>th</sup> Street, 1500 S. 19 <sup>th</sup> Street	Final	8	2	PZC 05-05-14
P-FY-14-20	CEFCO Airport Addition	5901 Airport Road	Admin		1	Plat signed 05-08-14
P-FY-14-21	West Adams Addition Phase II	Southwest corner of W. Adams and S. Kegley Road, 50 S. Kegley Road	Final	4	2	PZC 04-21-14
P-FY-14-23	Crescent View Commercial Phase 3	Wal-Mart Super Center- W. Adams Avenue and Old Waco Road, 6801 W. Adams Avenue	Final	30	8	PZC 04-07-14
P-FY-14-24	Adams Island Commercial	North of Adams Avenue, east of SH 317, south of Adams Lane, 9108 Adams Lane	Final	4	8	PZC 05-05-14
P-FY-14-27	TLC Properties	5110 N. General Bruce Drive	Admin	6	3	Plat signed 06-10-14
P-FY-14-28	Friendship Plaza	Replat of Lots 1 & 2, Block 1, northwest corner of 205 Loop and W. Adams Avenue, 5284 W. Adams Avenue	Admin	2	2	Plat signed 06-06-14
P-FY-14-29	Synergy Park Addition	3405 Lorraine Drive	Admin	6	1	Plat signed 05-08-14
P-FY-14-31	Meadows Business Park Phase II	West of Meadowbrook Drive, 7353 W. Adams Avenue	Admin	1	2	Plat signed 06-06-14
P-FY-14-34	Horton Commercial Addition	North side of Honeysuckle Drive, between Westfield Blvd. and Hilliard Road, 1915 Birdcreek Drive	Admin	2	2	Plat signed 05-16-14
P-FY-14-35	Jay Addition	North side of Wilsonart Drive east of Wendland Road, 4519 Wendland Road	Admin	12	1	Pending
P-FY-14-37	Taylor Addition	South side of FM 439, 5250 FM 439 (ETJ)	Final		2	Pending

Case Number	Subdivision Name	Location	Type of Plat	Acres	# of Lots	City Council/ PZC Approval
P-FY-14-38	O'Reilly Temple Subdivision	Southeast corner of S. 31 <sup>st</sup> Street and W. Avenue B, 202 S. 31 <sup>st</sup> Street	Final	1.0475	1	PZC 09-02-14
P-FY-14-40	CHEP Addition	South side of Industrial Blvd. near Industrial Blvd./Range Road intersection, 1407 Industrial Blvd.	Admin	27.88	3	Plat signed 08-29-14
P-FY-14-41	McLane Center of Hope	Replat of North 69 feet of Lot 3, Block 39, Moore's Addition and Moore's Railroad Addition, 411 W. G Avenue	Admin	0.69	1	Plat signed 11-25-14
P-FY-14-43	Legacy Ranch Phase One	Northwest corner of FM 1741 (S. 31 <sup>st</sup> Street) and FM 93, 6400 S. 31 <sup>st</sup> Street	Admin	3.105	1	Plat signed 09-23-14
P-FY-14-44	West Tarver Addition	Northeast corner of SH 317 and Tarver Drive, 6503 SH 317	Final	2.629	1	PZC 09-15-14
P-FY-14-48	Shoppes On the Hill	Southwest corner of S. 31 <sup>st</sup> Street and Scott Blvd. to Everton, 2304 S. 31 <sup>st</sup> Street	Final	12.4		PZC 09-15-14
P-FY-14-49	The Plains at Riverside Phase I	West side of Old Waco Road across from Riverside Drive, 2828 Old Waco Road	Final	20.64	5	PZC 10-06-14
P-FY-14-52	Cornerstone Auto Addition	9224 Adams Lane	Final	0.895	1	Plat signed 11-06-14
P-FY-14-53	Temple Industrial Substation Subdivision	Southwest corner of Industrial Blvd. and Eberhardt Road or southeast corner of Industrial Blvd. and Wendland Road, 2330 Eberhardt Road	Final	6.087	1	PZC 09-15-14

## Miscellaneous Approvals

In addition to the applications described above, the Planning Department reviewed seven abandonment requests with one pending, six street use license requests, and nine Zoning Board of Adjustment variance requests.

There were two annexations during the 2014 Fiscal year.

The following table shows the additional P&Z cases and Miscellaneous cases submitted in Fiscal year 2014.

P&Z Cases					
Type of Case	Processed	Approved	Withdrawn	Denied	Pending
UDC Text Amendments	0	0	0	0	0
Comprehensive Plan	0	0	0	0	0
I-35 Appeals	6	6	0	0	0
Rezoning	16	10	4	2	0
Conditional Use Permits	8	7	0	1	0
Planned Developments	11	10	1	0	0
Residential Plats	19	16	0	0	3
Nonresidential Plats	30	26	1	0	3
<b>SUBTOTAL</b>	<b>92</b>	<b>76</b>	<b>6</b>	<b>4</b>	<b>6</b>

Miscellaneous Cases					
Type of Case	Processed	Approved	Withdrawn	Denied	Pending
Annexations	2	2	0	0	0
Abandonments	7	6	0	0	1
Street Use License	6	6	0	0	0
Variances	9	6	0	3	0
<b>SUBTOTAL</b>	<b>24</b>	<b>20</b>	<b>0</b>	<b>3</b>	<b>1</b>
<b>TOTAL CASES</b>	<b>116</b>	<b>96</b>	<b>6</b>	<b>7</b>	<b>8</b>

The Planning Department has designed the following DEVELOPMENT REVIEW GUIDE to provide a snapshot of the basic steps of the development process: from rezoning and platting through permitting. It includes hyperlinks to applications, checklists and other relevant documents and can be found on the Planning website at [www.templetx.gov/planning](http://www.templetx.gov/planning).



# DEVELOPMENT REVIEW GUIDE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Development Approval	<b>Get Started Right!</b> Meet with staff to determine first steps. Make sure your project is feasible!  Contact the Planning Department (254) 298-5668  Visit our website at <a href="#">Planning Website</a>	<b>Zoning</b> Make sure your zoning is right. Contact the Planning Department (254) 298-5668  Check city maps: <a href="#">Temple GIS Maps</a>  Submit to the Planning Department: • Application • Digital and hard copies of plans • Field notes • Dedication • Instrument • Utility provider transmittal letter • Other documents • Fees  <a href="#">Rezone, Schedule</a>  <a href="#">Universal Application</a>  <b>Attend Public Hearing</b> Attend a Planning and Zoning Commission Meeting  <b>City Council Second Reading</b> Ordinance requires two readings for final approval  Check Section 3.3: Rezoning of the Unified Development Code (UDC) <a href="#">UDC</a>	<b>Preliminary Plat</b> (if applicable see UDC Section 3.6.5) Submit to the Planning Department: • Application • Digital and hard copies of plans • Field notes • Dedication • Instrument • Utility provider transmittal letter • Drainage plan/letter • Other documents (see checklist below) • Fees  <a href="#">Plat Checklist</a>  <a href="#">Universal Application</a>  <b>Attend Development Review Committee (DRC) Meeting</b> Staff meets to discuss their comments with the applicant at DRC review. Applicant submits digital revisions until plat is deemed complete. More than one DRC meeting may be required.  <a href="#">Plat Review Schedule</a>  Check UDC section 2.5 Development Review Committee <a href="#">UDC</a>	<b>Attend a Planning and Zoning Commission Meeting</b> Additionally, attend City Council meeting if exceptions to Article 8: Subdivision Design Improvements are requested  <a href="#">Plat Review Schedule</a>  Check UDC Article 8: Subdivision Design and Improvements <a href="#">UDC</a>	<b>Final Plat: Application</b> Submit to the Planning Department: • Digital and hard copies of plans • Field notes • Dedication • Instrument • Utility provider transmittal letter • Drainage plan/letter • Other documents (see checklist below) • Fees  <a href="#">Plat Checklist</a>  <a href="#">Universal Application</a>  <a href="#">Plat Review Schedule</a>  Department: Planning Engineering Department (254) 298-5668	<b>Attend Development Review Committee (DRC) Meeting</b> Staff meets to discuss their comments with the applicant at DRC review. Applicant submits digital revisions until plat is deemed complete. More than one DRC meeting may be required.  <a href="#">Plat Review Schedule</a>  Check UDC Section 2.5 Development Review Committee <a href="#">UDC</a>	<b>Attend a Planning and Zoning Commission Meeting</b> Additionally, attend City Council meeting if exceptions to Article 8: Subdivision Design & Improvements are requested  Check UDC Article 8: Subdivision Design and Improvements <a href="#">UDC</a>	<b>Recordation and Close Out</b> Submit to the Planning Department: • 1 original of recorded plat • 1 digital file (CAD) • 5 hard copies of recorded plat • Original recorded dedication instrument • Original recorded easement agreements (if applicable)  See Procedures for Plat Recordation <a href="#">Procedure for Plat Recordation</a>  <a href="#">Residential Plat Schedule</a> Infrastructure Improvements with Department for Residential <a href="#">UDC</a>	<b>Building Permit</b> Submit to Permitting and Inspections: • Universal Commercial/Residential Application • All plans (see requirements below) • Fees  <b>Permitting and Inspections will provide comments within 10 business days</b>  <b>Applications</b> <b>Residential Permit Requirements</b> • Fire • Development Review Coordinator (for commercial) • Electrical Inspector • Plumbing Inspector • Fire  <b>Commercial Permit Requirements</b> • Fire • Development Review Coordinator (for commercial) • Electrical Inspector • Plumbing Inspector • Fire  Email questions and applications to: <a href="#">permapplications@tcmpe.org</a>	<b>Submit to Permitting and Inspections:</b> • Electronic revised plans per comments • Other requested documents <a href="#">Check Permit Status</a>  If permit is approved proceed with construction. Schedule inspections as needed with: • Building/Mechanical Inspectors • Electrical Inspector • Plumbing Inspector • Fire  Contact Inspections Hotline to schedule inspections (254) 298-5640	<b>Schedule Certificate of Occupancy Inspection (254) 298-5640</b>	
Public Infrastructure Permit		<b>Attend Public Hearing</b> Attend a Planning and Zoning Commission Meeting  <b>City Council Second Reading</b> Ordinance requires two readings for final approval  Check Section 3.3: Rezoning of the Unified Development Code (UDC) <a href="#">UDC</a>	<a href="#">Plat Review Schedule</a>  <a href="#">Universal Application</a>  <b>Attend Development Review Committee (DRC) Meeting</b> Staff meets to discuss their comments with the applicant at DRC review. Applicant submits digital revisions until plat is deemed complete. More than one DRC meeting may be required.  <a href="#">Plat Review Schedule</a>  Check UDC section 2.5 Development Review Committee <a href="#">UDC</a>	<b>Check UDC Article 8: Subdivision Design and Improvements</b> <a href="#">UDC</a>	<b>Final Plat: Application</b> Submit to the Planning Department: • Digital and hard copies of plans • Field notes • Dedication • Instrument • Utility provider transmittal letter • Drainage plan/letter • Other documents (see checklist below) • Fees  <a href="#">Plat Checklist</a>  <a href="#">Universal Application</a>  <a href="#">Plat Review Schedule</a>  Department: Planning Engineering Department (254) 298-5668	<b>Attend Development Review Committee (DRC) Meeting</b> Staff meets to discuss their comments with the applicant at DRC review. Applicant submits digital revisions until plat is deemed complete. More than one DRC meeting may be required.  <a href="#">Plat Review Schedule</a>  Check UDC Section 2.5 Development Review Committee <a href="#">UDC</a>	<b>Attend a Planning and Zoning Commission Meeting</b> Additionally, attend City Council meeting if exceptions to Article 8: Subdivision Design & Improvements are requested  Check UDC Article 8: Subdivision Design and Improvements <a href="#">UDC</a>	<b>Recordation and Close Out</b> Submit to the Planning Department: • 1 original of recorded plat • 1 digital file (CAD) • 5 hard copies of recorded plat • Original recorded dedication instrument • Original recorded easement agreements (if applicable)  See Procedures for Plat Recordation <a href="#">Procedure for Plat Recordation</a>  <a href="#">Residential Plat Schedule</a> Infrastructure Improvements with Department for Residential <a href="#">UDC</a>	<b>Building Permit</b> Submit to Permitting and Inspections: • Universal Commercial/Residential Application • All plans (see requirements below) • Fees  <b>Permitting and Inspections will provide comments within 10 business days</b>  <b>Applications</b> <b>Residential Permit Requirements</b> • Fire • Development Review Coordinator (for commercial) • Electrical Inspector • Plumbing Inspector • Fire  <b>Commercial Permit Requirements</b> • Fire • Development Review Coordinator (for commercial) • Electrical Inspector • Plumbing Inspector • Fire  Email questions and applications to: <a href="#">permapplications@tcmpe.org</a>	<b>Submit to Permitting and Inspections:</b> • Electronic revised plans per comments • Other requested documents <a href="#">Check Permit Status</a>  If permit is approved proceed with construction. Schedule inspections as needed with: • Building/Mechanical Inspectors • Electrical Inspector • Plumbing Inspector • Fire  Contact Inspections Hotline to schedule inspections (254) 298-5640	<b>Schedule Certificate of Occupancy Inspection (254) 298-5640</b>	
Building Permit												

City of Temple

Development Review

Guide

## City of Temple Development Review Guide

**PLANNING & ZONING  
COMMISSION—2013-2014**

Will Sears, Chair  
Greg Rhoads, Vice-Chair  
Tanya Mikeska- Reed  
James Staats  
Blake Pitts  
Patrick Johnson  
David Jones  
Omar Crisp  
Lester Fettig

**TEMPLE CITY COUNCIL**

Danny Dunn, III, Mayor  
Timothy Davis, District 1  
Judy Morales, District 2  
Perry Cloud, District 3  
Russell Schneider, District 4, Mayor Pro Tem

**FY 2013-14 PLANNING STAFF**

Brian Chandler, AICP, Director of Planning  
Tammy Lyerly, Senior Planner  
Mark Baker, Planner  
Mary Maxfield, Planning Technician  
Leslie Evans, Planning Technician  
Vicki McMahon, Administration Assistant (as of 8-2014)



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(A-C)  
Consent Agenda  
Page 1 of 1

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Lacy Borgeson, City Secretary

### **ITEM DESCRIPTION:** Approve Minutes:

- (A) February 5, 2015 Special Called & Regular Meeting
- (B) February 18, 2015 Joint Meeting between City of Temple & TISD
- (C) February 19, 2015 Special Called & Regular Meeting

**STAFF RECOMMENDATION:** Approve minutes as presented in item description.

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

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

February 5, 2015 Special Called & Regular Meeting(To Be Provided)  
February 18, 2015 Joint Meeting between City of Temple & TISD(To Be Provided)  
February 19, 2015 Special Called & Regular Meeting(To Be Provided)



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(D)  
Consent Agenda  
Page 1 of 1

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Nicole Torralva, P.E., Public Works Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a change order to the construction contract with James Construction Group, LLC for construction activities on NW Loop 363 in an amount not to exceed \$135,000.

**STAFF RECOMMENDATION:** Adopt resolution as discussed in item description.

**ITEM SUMMARY:** The City and TxDOT negotiated an agreement under the Pass-Through Program for the NW Loop 363 expansion project from FM 2305/West Adams north up to the BNSF main line. On September 16, 2010, Council authorized a pass through financing agreement with TxDOT for these improvements. On September 30, 2010, TxDOT authorized approval of the agreement. General terms and conditions of the agreement were presented to council on September 16, 2010.

On May 24, 2012, Council authorized a construction contract with James Construction in the amount of \$39,883,619.28 for expansion of the NW Loop 363. Change orders approved and executed to date total \$324,049.27 (0.81%).

The change order currently requiring council authorization is a change order adding irrigation to the intersection of NW Loop 363 and Airport Road (SH 36), in the not to exceed amount of \$135,000. This cost is a not to exceed estimated amount for providing irrigation to all four quadrants. The engineer and staff recommend approving the change order.

**FISCAL IMPACT:** Currently, total funding in the amount of \$505,315 is available in account 261-3400-531-2588, project 100681, to fund a change order in a not to exceed amount of \$135,000 with James Construction Group, LLC.

### **ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH JAMES CONSTRUCTION GROUP, LLC, OF BELTON, TEXAS, FOR CONSTRUCTION ACTIVITIES ON NORTHWEST LOOP 363, IN AN AMOUNT NOT TO EXCEED \$135,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the City and TxDOT negotiated an agreement under the Pass-Through Program for the NW Loop 363 expansion project from FM 2305/West Adams north up to the BNSF main line;

**Whereas**, on September 16, 2010, Council authorized a pass through financing agreement with TxDOT for these improvements;

**Whereas**, on May 24, 2012, Council authorized a construction contract with James Construction for expansion of the Northwest Loop 363 – change orders to this construction contract have been approved and executed to date;

**Whereas**, staff is recommending the authorization of a change order adding irrigation to the intersection of Northwest Loop 363 and Airport Road (SH 36), in an amount not to exceed \$135,000 - this cost is a not to exceed estimated amount for providing irrigation to all four quadrants;

**Whereas**, funding for this change order is available in Account No. 261-3400-531-2588, Project No. 100681; and

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

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

**Part 1:** The City Council authorizes the City Manager, or his designee, to execute a change order to the construction contract with James Construction Group, LLC of Belton, Texas, for the addition of irrigation to the intersection of Northwest Loop 363 and Airport Road, in an amount not to exceed \$135,000.

**Part 2:** It is hereby officially found and determined that the meeting at which this Resolution was 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 **5<sup>th</sup>** day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(E)  
Consent Agenda  
Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

Jonathan Graham, City Manager  
Sharon Rostovich, Airport Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a contract with Wolff Construction, LP, of Salado, to clear twenty (20) acres adjacent to Runway 33 for wildlife management control at the Draughon-Miller Central Texas Regional Airport in the amount of \$35,100.

**STAFF RECOMMENDATION:** Adopt resolution as presented awarding Phase I of the Airport clearing project to Wolff Construction, LP, in the amount of \$35,100.

**ITEM SUMMARY:** Approval of the contract with Wolff Construction, LP, for Phase I of the Airport clearing project will allow the Airport to move forward with clearing wildlife habitat on 20 acres.

As shown on the attached bid tabulation, on February 19, 2015, two (2) sealed bids were received for the Airport clearing project for wildlife management and runway safety operations. Due to limited funds, the bid was broken down into two (2) phases. As shown on the attached map, Phase I (base bid), includes twenty (20) acres directly behind Fire Station #8 adjacent to Runway 33 and Phase II (add alternate bid) includes twenty-nine (29) acres to the west of Phase I.

The two bids submitted on February 19, 2015 were reviewed and staff recommends award of the bid to the low bidder for Phase I to Wolff Construction, LP, of Salado, Texas, in the amount of \$35,100.

**FISCAL IMPACT:** Funding in the amount of \$49,807 is available in account #110-5900-560-6310, project #101136, to fund the construction contract with Wolff Construction, LP in the amount of \$35,100.

**ATTACHMENTS:**

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

Tabulation of Bids Received  
on February 19, 2015 at 2:30 p.m.  
Airport Clearing Project  
Bid# 36-03-15

	<b>Bidders</b>	
	Wolff Construction, LP Salado, TX	R.T. Schneider Construction Co, Ltd. Belton, TX
<b>Description</b>		
Total Base Bid - (Phase I)	<b>\$35,100.00</b>	\$59,200.00
Total Add Alternate Bid - (Phase II)	\$46,900.00	\$85,800.00
Total Bid - (Phase I) + Add Alternate Bid (Phase II)	\$82,000.00	\$145,000.00
Acknowledge Addendum	Yes	Yes
Exceptions	No	No
Bid Bond	5%	5%
Bond Requirement Affidavit	Yes	Yes
Credit Check Authorization	Yes	Yes

**Recommended for Council Award**



Draughon-Miller  
Central Texas Regional Airport



S.H. 36 (Airport Road)

CITY OF TEMPLE, TEXAS	
PROPOSED BRUSH CLEANING	
 KASBERG PATRICK & ASSOCIATES, LP COMMUNITY DEVELOPERS 1000 W. 10TH STREET TEMPLE, TEXAS 76708 Firm Registration No. F-510	
DECEMBER 2014	EXHIBIT A

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH WOLFF CONSTRUCTION, LP, OF SALADO, TEXAS, FOR THE CLEARING OF APPROXIMATELY TWENTY ACRES ADJACENT TO RUNWAY 33 FOR WILDLIFE MANAGEMENT CONTROL AT THE DRAUGHON-MILLER CENTRAL TEXAS REGIONAL AIRPORT, IN THE AMOUNT OF \$35,100; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on February 19, 2015, two sealed bids were received for the clearing of approximately 20 acres adjacent to Runway 33 for wildlife management and runway safety operations;

**Whereas**, due to limited funds, the bid was broken down into two phases - phase I included the clearing of approximately 20 acres directly behind Fire Station #8 adjacent to Runway 33, and phase II included the clearing of approximately 29 acres to the west of phase I;

**Whereas**, the bids were reviewed by staff and staff recommends award of the bid to Wolff Construction, LP, of Salado, Texas, who was the low bidder for phase I, in the amount of \$35,100;

**Whereas**, funding for this construction contract is available in Account No. 110-5900-560-6310, Project No. 101136; 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 Wolff Construction, LP, of Salado, Texas, to clear approximately 20 acres adjacent to Runway 33 for wildlife management control at the Draughon-Miller Central Texas Regional Airport, in the amount of \$35,100.

**Part 2:** It is hereby officially found and determined that the meeting at which this Resolution was 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 **5<sup>th</sup>** day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item#10(F)  
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Page 1 of 1

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the execution of a Consent Agreement with Panda Temple Power, LLC ("Panda") consenting to the collateral assignment of Panda's rights and obligations under the 2009 Effluent and Water Purchase Agreement and a Consent Agreement with Panda consenting to the collateral assignment of Panda's rights and obligations under the 2011 Tax Abatement Agreement.

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

**ITEM SUMMARY:** In 2009, the City entered into an Effluent and Water Purchase Agreement with Panda Temple Power, LLC ("Panda") in which the City agreed to sell to Panda effluent from the Doshier Farm Wastewater Treatment Plant. In 2011, the City entered into a Tax Abatement Agreement with Panda which allows for 10 years of 50% tax abatement on the increased taxable value of real property improvements on a 238 acre tract of land in the Southeast Industrial Park.

Panda is in the process of refinancing its loan for the construction of Phase I of its power plant and Panda's lender, MUFG Union Bank, N.A., has requested that Panda secure consent from the City to collaterally assign Panda's rights and obligations under the 2009 Effluent and Water Purchase Agreement and the 2011 Tax Abatement Agreement as security for the financing. The collateral assignment allows but does not require MUFG Union Bank, N.A. to step into Panda's shoes in the event of a default for any reason and to continue operation of the power plant and receive the benefit (and obligations) of Panda's agreements with the City.

We have reviewed the requested Consent Agreements and feel that the agreements adequately protect the City's interests (a party assuming Panda's rights under the agreements will have to comply with all the term and conditions of the agreements).

**FISCAL IMPACT:** There is no direct fiscal impact related to this item.

### **ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE EXECUTION OF CONSENT AGREEMENT WITH PANDA TEMPLE POWER, LLC CONSENTING TO THE COLLATERAL ASSIGNMENT OF PANDA'S RIGHTS AND OBLIGATIONS UNDER THE 2009 EFFLUENT AND WATER PURCHASE AGREEMENT AND A CONSENT AGREEMENT WITH PANDA CONSENTING TO THE COLLATERAL ASSIGNMENT OF PANDA'S RIGHTS AND OBLIGATIONS UNDER THE 2011 TAX ABATEMENT AGREEMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** in 2009, the City entered into an Effluent and Water Purchase Agreement with Panda Temple Power, LLC ("Panda") in which the City agreed to sell effluent from the Doshier Farm Wastewater Treatment Plant to Panda;

**Whereas,** in 2011, the City entered into a Tax Abatement Agreement with Panda which allows for 10 years of 50% tax abatement on the increased taxable value of real property improvements on an approximately 238 acre tract of land in the Southeast Industrial Park;

**Whereas,** Panda is in the process of refinancing its loan for the construction of Phase I of its power plant and Panda's lender, MUFG Union Bank, N.A., has requested that Panda secure consent from the City to collaterally assign Panda's rights and obligations under the 2009 Effluent and Water Purchase Agreement and the 2011 Tax Abatement Agreement as security for the financing;

**Whereas,** the collateral assignment allows, but does not require, MUFG Union Bank, N.A. to step into Panda's shoes in the event of a default for any reason to continue operation of the power plant and receive the benefit (and obligations) of Panda's agreements with the City;

**Whereas,** staff has reviewed the requested Consent Agreements and feel that the agreements adequately protect the City's interests (a party assuming Panda's rights under the agreements will have to comply with all the terms and conditions of the agreements); 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 of Temple, Texas, authorizes the City Manager or his designee to execute a Consent Agreement with Panda Temple Power, LLC ("Panda") consenting to the collateral assignment of Panda's rights and obligations under the 2009 Effluent and Water Purchase Agreement and a Consent Agreement with Panda consenting to the collateral assignment of Panda's rights and obligations under the 2011 Tax Abatement Agreement.

**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 **5<sup>th</sup>** day of **March**, 20153.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(G)  
Consent Agenda  
Page 1 of 1

**DEPT. /DIVISION SUBMISSION & REVIEW:**

Nicole Torralva P.E., Public Works Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of sewer line chemical root control services for FY 2015 from Duke's Root Control, Inc. of Syracuse, New York, utilizing a BuyBoard contract in the estimated annual amount of \$65,000.

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

**ITEM SUMMARY:** Approval of the item will allow the execution of an agreement with Duke's Root Control to provide root control management to the city for FY 2015. The City of Temple has utilized chemical root control to manage and minimize the growth of roots in the sanitary sewer system. In older sanitary sewer systems, roots from trees and vegetation enter the system through cracks in the pipes in an attempt to find a source of water. These roots grow, eventually making any existing cracks in the system bigger, which in turn results in further deterioration of the lines and blockages in the system. Chemical root control, when applied in targeted areas, can substantially reduce roots from blocking the system and help keep lines open. The chemicals utilized do not impact either wastewater treatment plants.

**FISCAL IMPACT:** Funding in the amount of \$65,000 is available in account 520-5440-535-2616 for these services, which were adopted in the FY 15 budget.

**ATTACHMENTS:**

[BuyBoard Catalog Pricelist](#)  
[Resolution](#)



### Catalog Pricelist for Sanitary Sewer Chemical Root Control Service

Item No.	Pipe Size	Description	Catalog Price	Unit	Buyboard Price
1	4" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.59	Foot	\$1.38
2	5" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.59	Foot	\$1.38
3	6" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.59	Foot	\$1.38
4	7" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.59	Foot	\$1.38
5	8" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.59	Foot	\$1.38
6	9" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.59	Foot	\$1.38
7	10" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.76	Foot	\$1.53
8	11" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.76	Foot	\$1.53
9	12" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.92	Foot	\$1.67
10	13" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.92	Foot	\$1.67
11	14" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$1.92	Foot	\$1.67
12	15" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$2.73	Foot	\$2.38
13	16" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$2.73	Foot	\$2.38
14	17" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$2.73	Foot	\$2.38
15	18" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$3.97	Foot	\$3.45
16	19" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$3.97	Foot	\$3.45
17	20" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$3.97	Foot	\$3.45
18	21" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$4.94	Foot	\$4.30
19	22" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$4.94	Foot	\$4.30
20	23" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$4.94	Foot	\$4.30
21	24" - 54" Pipe	"Razorooter II" Manhole to Manhole Treatment	\$6.35	Foot	\$5.52

### Catalog Pricelist for Sewer Grease Liquefying Agent

Item No.	Pipe Size	Description	Catalog Price	Unit	Buyboard Price
1	5-110 Gallons	"Jet Power II" Grease Liquefier	\$32.00	Gallon	\$32.00
2	120-Any Gallons	"Jet Power II" Grease Liquefier	\$25.00	Gallon	\$25.00



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF SEWER LINE CHEMICAL ROOT CONTROL SERVICES FROM DUKE'S ROOT CONTROL, INC., OF SYRACUSE, NEW YORK, FOR FISCAL YEAR 2015, UTILIZING A BUYBOARD CONTRACT, IN THE ESTIMATED ANNUAL AMOUNT OF \$65,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, in older sanitary sewer systems, roots from trees and vegetation enter the system through cracks in the pipes in an attempt to find a source of water - these roots grow, eventually making any existing cracks in the system bigger, which results in deterioration of the lines and blockages in the system;

**Whereas**, chemical root control, when applied in targeted areas, can substantially reduce roots from blocking the system and help keep the sanitary sewer lines open – this chemical does not impact the wastewater treatment plant or its operations;

**Whereas**, staff is requesting the purchase of root control services from Duke's Root Control, Inc., of Syracuse, New York, in the estimated annual amount of \$65,000, utilizing a BuyBoard contract – staff has done business with Duke's in the past and has been pleased with the services provided;

**Whereas**, funding is available in Account No. 520-5440-535-2616 for these services; 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 sewer line chemical root control services from Duke's Root Control, Inc., of Syracuse, New York, for fiscal year 2015, utilizing a BuyBoard Contract, in the estimated annual amount of \$65,000.

**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 these purchases.

**Part 3:** It is hereby officially found and determined that the meeting at which this Resolution was 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 **5<sup>th</sup>** day of **March** 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(H)  
Consent Agenda  
Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of a Chevrolet Silverado 1500 crew cab pickup from Caldwell Country Chevrolet of Caldwell in the amount of \$25,985.

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

**ITEM SUMMARY:** Approval of the purchase of this truck will provide for a needed upgrade of a pickup (Asset #12334) used by the Police Department.

On February 3, 2015, the City received bids for six (6) various types of cars and light & medium duty trucks. On February 19, 2015, Council authorized the purchase of 7 vehicles included in this bid package. With regards to the ½-ton Crew Cab Pickup that was included in the bid package, staff learned prior to the February 19<sup>th</sup> Council meeting that there was a significant driver's seat specification oversight by the three (3) lowest bidders, which required them to withdraw their bids on this particular vehicle. As allowed by the instructions to bidders, staff is recommending that Council allow for the withdrawal of the three (3) lowest bids and award the bid to Caldwell Country Chevrolet as shown on the attached bid tabulation.

**SUSTAINABILITY IMPACT:** The vehicle scheduled for replacement has been evaluated to ensure the most sustainable and fuel efficient vehicle that will meet the needs of the department is being purchased. The evaluation for the vehicle was focused on right-sizing the vehicle and fuel options. The vehicle provided has been right-sized for the intended use, has a high MPG and is not offered with an alternative fuel option.

**FISCAL IMPACT:** Funding for the purchase of this truck identified above is included in the Council-adopted FY 2015 budget in the amount of \$27,500 in account 110-5900-521-6213, Project #101158.

**ATTACHMENTS:**

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

**Tabulation of Bids Received  
on February 3, 2015 at 2:30 p.m.  
½-Ton Crew Cab Pickup  
Bid# 13-10-15**

	Gunn Chevrolet, Ltd. Selma, TX	Caldwell County Chevrolet Caldwell, TX	Caldwell County Ford Caldwell, TX
<b>Description</b>			
<b>Total Bid Price</b>	\$28,829.01	\$25,985.00	\$27,645.00
Delivery within 180 days?	Yes	Yes	Yes
Exceptions?	Yes-wheelbase	No	No
Local Preference?	No	No	No
Credit Check Authorization	Yes	Yes	Yes

Chevy Silverado 1500

Chevy Silverado 1500

Ford F150

	Silsbee Ford Silsbee, TX	Sam Pack Five Star Ford Carrollton, TX	Johnson Bros Ford Temple, TX
<b>Description</b>			
<b>Total Bid Price</b>	\$24,553.88	\$25,429.00	\$25,627.88
Delivery within 180 days?	Yes	Yes	Yes
Exceptions?	Yes -wheelbase	No	Yes -various
Local Preference?	No	No	Yes
Credit Check Authorization	Yes	Yes	Yes

Ford F150

Ford F150

Ford F-150

**Recommended for Council award**

Vendor withdrew bid; pricing did not  
include power drive seat

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,  
AUTHORIZING THE PURCHASE OF A CHEVROLET SILVERADO 1500 CREW  
CAB FROM CALDWELL COUNTRY CHEVROLET OF CALDWELL, TEXAS, IN  
THE AMOUNT OF \$25,985; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the purchase of this truck will provide for a needed upgrade of a pickup used by the Temple Police Department;

**Whereas,** on February 3, 2015, the City received bids for six various types of cars and light & medium duty trucks - on February 19, 2015, Council authorized the purchase of 7 vehicles included in this bid package;

**Whereas,** staff learned prior to the February 19<sup>th</sup> Council meeting that there was a significant driver's seat specification oversight by the three of the lowest bidders, which required them to withdraw their bids on this particular vehicle;

**Whereas,** as allowed by the instructions to bidders, staff is recommending that Council allow for the withdrawal of the three lowest bids for the ½-ton crew cab pickup that was included in the bid package and award the bid to Caldwell Country Chevrolet of Caldwell, Texas;

**Whereas,** the vehicle scheduled for replacement has been evaluated to ensure that it is the most sustainable and fuel efficient vehicle which will meet the needs of the department for which it is being purchased;

**Whereas,** the evaluation was focused on right-sizing the vehicle and fuel options - the vehicle provided has been right-sized for the intended use, has a high MPG and is not offered with an alternative fuel option;

**Whereas,** funding for this purchase was approved in the fiscal year 2015 budget in Account No: 110-5900-521-6213, Project No: 101158; 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 Chevrolet Silverado 1500 crew cab pickup from Caldwell Country Chevrolet of Caldwell, Texas, in the amount of \$25,985.

**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 was 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 **5<sup>th</sup>** day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(I)  
Consent Agenda  
Page 1 of 2

**DEPT./DIVISION SUBMISSION & REVIEW:**

Jonathan Graham, City Manager  
Sharon Rostovich, Airport Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing acceptance of additional grant funding in the amount of \$15,683 for a total grant of \$215,683 from the Texas Department of Transportation, Aviation Division, Capital Improvement Program, for update to the Airport Master Plan at the Draughon-Miller Central Texas Regional Airport, with a total City match of \$21,568.

**STAFF RECOMMENDATION:** Adopt resolution as presented accepting additional grant funds of \$15,683 from TxDOT, Aviation Division.

**ITEM SUMMARY:** Approval of Amendment #1 to the TxDOT Airport Project Participation Agreement for additional grant funding in the amount of \$15,683, for a total grant of \$215,683 with a total City match of \$21,568, an increase of \$1,568, will allow TxDOT Aviation to proceed with the Airport Master Plan project.

On June 5, 2014, the City Council approved the acceptance of a Texas Department of Transportation, Aviation Division, Capital Improvement Program Grant in the estimated amount of \$200,000 with a City Match of an estimated \$20,000 for update to the 2001 Airport Master Plan for the Draughon-Miller Central Texas Regional Airport.

TxDOT Aviation increased the Grant by \$15,683 based on a negotiated fee with the selected consultant for the Airport Master Plan project.

**FISCAL IMPACT:** The City's 10% matching share in the amount of \$21,568 is due March 6, 2015. The original match of \$20,000 was funded from account 110-0000-352-13-45 Designated Capital Project-Unallocated in June 2014.

A budget adjustment is being presented to Council to appropriate the additional \$1,568 needed for the City's matching share to account 260-3600-560-26-16 from account 110-0000-352-13-45 Designated Capital Project-Unallocated. The budget adjustment also appropriates the additional grant funding to be received.

**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.**

			+		-	
ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
260-3600-560-26-16		Airport Master Plan	\$ 15,683			
260-0000-490-25-88		Transfer In - Airport Grant Match	1,568			
260-0000-431-02-61		State Grants	14,115			
110-9100-591-81-60		Transfer Out - Grant Fund	1,568			
110-0000-352-13-45		Designated Cap Proj-Unallocated			1,568	
		<b>Do Not Post</b>				
<b>TOTAL.....</b>			\$ 32,934		\$ 1,568	

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

To appropriate additional grant funds and the City's 10% match for the Airport Master Plan Grant through the Texas Department of Transportation (TxDOT) Aviation Division. The original amount of the agreement was \$200,000, as a result of Amendment No. 1 the award amount has been revised to \$215,683. Council approved the acceptance of grant funds June 5, 2014.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

3/5/2015

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ACCEPTANCE OF ADDITIONAL GRANT FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, CAPITAL IMPROVEMENT PROGRAM, IN THE ESTIMATED AMOUNT OF \$15,683 FOR UPDATE TO THE AIRPORT MASTER PLAN AT THE DRAUGHON-MILLER CENTRAL TEXAS REGIONAL AIRPORT, WITH THE CITY'S ESTIMATED MATCH IN THE AMOUNT OF \$21,568; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple's Airport Master Plan is a critical working document and plays a key role in future development and acquisition of grant funds;

**Whereas**, on June 5, 2014, the City Council approved the acceptance of a Texas Department of Transportation, Aviation Division, Capital Improvement Program Grant in the estimated amount of \$200,000 with a city match of approximately \$20,000 for update to the 2001 Airport Master Plan for the Draughon-Miller Central Texas Regional Airport;

**Whereas**, TxDOT Aviation increased its grant by \$15,683 based on a negotiated fee with the selected consultant for the Airport Master Plan project;

**Whereas**, staff recommends acceptance of additional grant funds in the estimated amount of \$15,683 for a new total grant of \$215,683 from the Texas Department of Transportation, Aviation Division, Capital Improvement Program, for update to the Airport Master Plan at the Draughon-Miller Central Texas Regional Airport; and

**Whereas**, the City's estimated match of approximately \$21,568 is due March 6, 2015 – a budget amendment to the fiscal year 2014-2015 budget needs to be approved to appropriate the additional funds needed for the City's estimated match to Account No. 260-3600-560-2616.

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

**Part 1:** The City Council accepts the additional grant funds in the estimated amount of \$15,683 from the Texas Department of Transportation, Aviation Division, for update to the Airport Master Plan at the Draughon-Miller Central Texas Regional Airport, and approves the City's estimated match of approximately \$21,568.

**Part 2:** The City Council hereby directs the City Manager to execute on behalf of the City of Temple and with the appropriate authorizations of the City of Temple, all contracts and agreements with the Texas Department of Transportation, Aviation Division and such other parties as shall be necessary and appropriate for the update to the Airport Master Plan at the Draughon-Miller Central Texas Regional Airport.

**Part 3:** The City Council authorizes an amendment to the fiscal year 2014-2015 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 was 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 **5<sup>th</sup>** day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(J)  
Consent Agenda  
Page 1 of 2

**DEPT./DIVISION SUBMISSION & REVIEW:**

Kevin Beavers, Parks and Recreation Director

Chuck Ramm, Parks and Recreation Assistant Director

**ITEM DESCRIPTION:** Consider adopting a resolution ratifying an interlocal agreement with Texas Department of State Health Services (DSHS) Texas Healthy Communities for the Heart and Stroke Healthy City Program in the amount of \$50,000.

**STAFF RECOMMENDATION:** Adopt a resolution as described in item description.

**ITEM SUMMARY:** In 2006, the Parks and Recreation Department applied with DSHS to be evaluated under their Heart and Stroke Healthy City Program. DSHS evaluated each City who applied and categorized each into four categories: 1) Honorable Mention, 2) Bronze Level, 3) Silver Level, and 4) Gold Level. The goal for the City of Temple was to receive Gold Level status. This program was set up to have Cities evaluated every other year. After a year of trying to meet various indicators set forth by the State, the City of Temple was graded and earned Honorable Mention in 2007.

In 2009, the City of Temple once again earned Honorable Mention. In 2011 after much effort, the City of Temple was awarded Silver. The one category that the City scored the lowest in and prevented a Gold recognition was the lack of a "Comprehensive Tobacco Control Initiative". One of the key indicators was the existence and strength of a local smoking ordinance. At that time, Temple did not have a no smoking ordinance. In December 2012, Council approved a no smoking ordinance that was spearheaded by the Mayor's Fitness Council.

The Heart and Stroke Healthy City Program was discontinued after the 2011 program cycle as the State evaluated and modified the program. On September 8, 2014, Temple was notified that we had been chosen as one of twenty Texas cities to participate in the Texas Healthy Communities funding opportunity. The deadline was September 12, 2014 to submit our application and budget. Due to not knowing about this program ahead of time, staff worked with State officials and submitted the application and budget on September 18<sup>th</sup>. On Monday, February 9, 2015, DSHS notified the City of Temple that the submitted budget had been approved.

Under this new program, staff and community partners will work on strategies that address the following indicators: 1) Physical Activity, 2) Nutrition, 3) Comprehensive Tobacco Control, and 4) Cardiac and Stroke Response. In order to help communities achieve their goals, this program is a cost reimbursement program up to \$50,000. Staff has identified strategies for this program that will utilize the \$50,000 in grant funds to address indicators that the City of Temple scored lowest in.

**FISCAL IMPACT:** The City will receive \$50,000 in grant funds, through a reimbursement program, with no matching funds required. The funds will be used for the following: to purchase and install pole banners to promote health and chronic disease prevention; purchase 5 defibrillators; purchase 3 bike racks; purchase and install 3 bulletin boards to promote wellness initiatives; print current trail guides in Spanish; print a healthy dining guide; and purchase radio, billboard, and television advertising to promote a community awareness campaign. Funds from the grant will also be used to compensate a keynote speaker for the annual Corporate Wellness Luncheon. A budget adjustment is presented for Council's approval appropriating grant revenue and expenditures.

**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.**

		+		-	
ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE	
260-4100-551-21-29		Supplies/Advertising/Marketing	32,300		
260-4100-551-25-11		Other Services/Printing/Publication	6,450		
260-4100-551-22-11		Instruments/Special Equipment	9,750		
260-4100-551-26-23		Other Contracted Services	1,500		
260-0000-431-01-63		Federal Grants	50,000		
<b>TOTAL.....</b>			<b>\$ 100,000</b>	<b>\$ -</b>	

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

To appropriate grant revenue and expenditures for the Texas Healthy Communities grant from the Texas Department of State Health Services (DSHS). The City has been awarded \$50,000 in grant funds. The funds will be used for the following: to purchase and install pole banners to promote health and chronic disease prevention; purchase 5 defibrillators; purchase 3 bike racks; purchase and install 3 bulletin boards to promote wellness initiatives; print current trail guides in Spanish; print a healthy dining guide; and purchase radio, billboard, and television advertising to promote a community awareness campaign. Funds from the grant will also be used to compensate a keynote speaker for the annual Corporate Wellness Luncheon.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

3/5/2015

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES - TEXAS HEALTHY COMMUNITIES FOR THE HEART HEALTHY CITY PROGRAM, IN THE AMOUNT OF \$50,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, in 2006, the Parks and Recreation Department applied to Department of State Health Services (“DSHS”) to be evaluated under its Heart and Stroke Healthy City Program;

**Whereas**, DSHS evaluated each City who applied and categorized each into a certain level - the goal for the City of Temple was to receive Gold level status;

**Whereas**, this program was set up to have Cities evaluated every other year and after a year of trying to meet various indicators set forth by the State, the City of Temple was graded and earned Honorable Mention in 2007;

**Whereas**, in 2009, the City once again earned Honorable Mention and in 2011, after much effort, the City was awarded Silver level status - the one category that the City scored the lowest in and prevented the City from obtaining the Gold recognition, was the lack of a “Comprehensive Tobacco Control Initiative;”

**Whereas**, one of the key indicators was the existence and strength of a local smoking ordinance which at that time, Temple did not have - in December 2012, Council approved a no smoking ordinance that was spearheaded by the Mayor’s Fitness Council;

**Whereas**, the Heart and Stroke Healthy City Program was discontinued after the 2011 program cycle as the State evaluated and modified the program - on September 8, 2014, Temple was notified that we had been chosen as one of twenty Texas cities to participate in the Texas Healthy Communities funding opportunity with a submission deadline of September 12, 2014;

**Whereas**, due to the fact the City was unaware of this program earlier, staff worked with State officials and submitted the application and budget on September 18, 2014 and on Monday, February 9, 2015, DSHS notified the City that the submitted budget had been approved;

**Whereas**, under this new program, staff and community partners intend to work on strategies that address indicators such as physical activity, nutrition, comprehensive tobacco control and cardiac and stroke response;

**Whereas**, in order to help communities achieve their goals, this program is a cost reimbursement program of up to \$50,000 - staff has identified strategies for this program that will utilize the \$50,000 in grant funds to address indicators that the City of Temple scored lowest in;

**Whereas,** the City will receive \$50,000 in grant funds through a reimbursement program, with no City matching funds required – a budget amendment to the fiscal year 2014-2015 budget needs to be approved to appropriate grant revenue and expenditures; 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 an interlocal agreement with the Texas Department of State Health Services (DSHS)-Texas Healthy Communities for their Heart and Stroke Healthy City Program.

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

**Part 3:** The City Council authorizes an amendment to the fiscal year 2014-2015 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 was 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 5<sup>th</sup> day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #10(K)  
Consent Agenda  
Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

Traci Barnard, Director of Finance

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing budget amendments for fiscal year 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 \$267,803.

**ATTACHMENTS:**

[Budget Amendments](#)  
[Resolution](#)

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2015 BUDGET**  
**March 5, 2015**

			<b>APPROPRIATIONS</b>	
<b>ACCOUNT #</b>	<b>PROJECT #</b>	<b>DESCRIPTION</b>	<b>Debit</b>	<b>Credit</b>
365-3400-531-6859	<b>100970</b>	Capital - Bonds / Westfield Blvd Improvements	\$ 282	
<b>365-3400-531-6532</b>		<b>Capital - Special Projects / Contingency Fund</b>		<b>\$ 282</b>
To appropriate additional funding for testing services to be performed by Langerman Foster Engineering on the Westfield Blvd Improvements project.				
260-3500-552-6316	<b>100629</b>	Capital Bldg & Grnds / 1st Street Sidewalk Improvements - Phase II	\$ 1,058	
260-0000-490-2582		Transfer In - CO Bonds		\$ 1,058
361-9100-591-8161		Transfer Out - Grant Fund	\$ 1,058	
361-3400-531-2588	<b>100681</b>	Other Services / NW Loop 363 Improvements		\$ 1,058
To allocate additional funds needed for additional expenditures for the 1st Street Sidewalk Improvements - Phase II.				
110-2100-529-2514		Other Services / Travel & Training	\$ 1,000	
110-0000-461-0841		Other / Donations/Gifts		\$ 1,000
To appropriate donations received and expenditures for travel & training due to the need for training a new employee.				
110-0000-431-0261		State Grants / State Grants	\$ 50,000	
110-5900-560-6310	<b>101136</b>	Capital Bldg & Grnds / 2015 Airport Ramp Grant		\$ 50,000
To reduce the appropriation for the 2015 Airport Ramp Grant. The grant revenue and expenditure was appropriated in the FY 2015 Operating Budget. In FY 2015, the decision was made to use the grant funds on a project funded by the Reinvestment Zone No. 1. A financing plan amendment was approved by Council on 12/18/14 appropriating the grant revenue and expenditure in the Reinvestment Zone No. 1.				
561-5200-535-6950	<b>100967</b>	Capital - Bonds - Western Hills Utility Relocation	\$ 20,500	
<b>561-5000-535-6532</b>		<b>Capital - Special Projects / Contingency Fund</b>		<b>\$ 20,500</b>
To appropriate additional funding for change order # 4 with K&S Backhoe Services in the amount of \$20,499.43 for additional utility work to be done for the Western Hills Roadway and Utility project.				
365-1500-515-1112		Salaries / Professional	\$ 104,829	
365-1500-515-1126		Salaries / Longevity	\$ 104	
365-1500-515-1220		Personnel Benefits / Retirement	\$ 18,067	
365-1500-515-1221		Personnel Benefits / Social Security	\$ 1,487	
365-1500-515-1222		Personnel Benefits / Health Insurance	\$ 4,929	
365-1500-515-1223		Personnel Benefits / Worker Compensation	\$ 363	
365-1500-515-1224		Personnel Benefits / Unemployment Insurance	\$ 311	
365-1500-515-1225		Personnel Benefits / Dental Insurance	\$ 96	
365-1500-515-1226		Personnel Benefits / Life Insurance	\$ 114	
365-1500-515-1227		Personnel Benefits / AD&D Insurance	\$ 24	
365-1500-515-1228		Personnel Benefits / Long Term Disability	\$ 264	
365-1500-515-1232		Personnel Benefits / \$100 In Lieu of Insurance	\$ 600	
561-5000-535-1112		Salaries / Professional	\$ 33,751	
561-5000-535-1126		Salaries / Longevity	\$ 14	
561-5000-535-1220		Personnel Benefits / Retirement	\$ 5,884	
561-5000-535-1221		Personnel Benefits / Social Security	\$ 501	
561-5000-535-1223		Personnel Benefits / Worker Compensation	\$ 96	
561-5000-535-1224		Personnel Benefits / Unemployment Insurance	\$ 104	
561-5000-535-1226		Personnel Benefits / Life Insurance	\$ 38	
561-5000-535-1227		Personnel Benefits / AD&D Insurance	\$ 8	
561-5000-535-1228		Personnel Benefits / Long Term Disability	\$ 85	
561-5000-535-1232		Personnel Benefits / \$100 In Lieu of Insurance	\$ 600	
<b>365-3400-531-6532</b>		<b>Capital - Special Projects / Contingency Fund</b>		<b>\$ 131,188</b>
<b>561-5000-535-6532</b>		<b>Capital - Special Projects / Contingency Fund</b>		<b>\$ 41,081</b>

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2015 BUDGET**  
**March 5, 2015**

		APPROPRIATIONS		
ACCOUNT #	PROJECT #	DESCRIPTION	Debit	Credit
To appropriate funding for a project engineer and ROW coordinator position. 100% of the salary & benefits for the project engineer position is to be funded with proceeds from the 2014 Combination Tax and Revenue Certificates of Obligation bonds (TCIP). The ROW coordinator position is funded 50% with the 2014 Combination Tax and Revenue Certificates of Obligation bonds and 50% with proceeds from the Utility Revenue bonds.				
110-2210-522-2513		Other Services / Special Services	\$ 3,036	
110-0000-442-1629		Fire Dept Revenue / Fire Donations/Gifts		\$ 3,036
To appropriate donations and expenditures related to the Rescue Elves gift giving program and other fire department specific purchases for the Annual Christmas party.				
351-1600-512-2210		Capital < \$5,000 / Furniture & Fixtures	\$ 9,300	
351-0000-490-2582		Transfer In - General Fund		\$ 9,300
110-0000-352-1345		Designated for Capital Projects - Unallocated		\$ 9,300
110-9100-591-8151		Transfer Out - Designated Capital Project Funds	\$ 9,300	
To appropriate funding for the purchase of office furniture & fixtures for City Attorney's Office.				
TOTAL AMENDMENTS			\$ 267,803	\$ 267,803
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			(516,339)	
Net Balance of Compensation Contingency Account			\$ 471,661	
Net Balance Council Contingency			\$ 511,731	
Beginning Balance Budget Sweep Contingency			\$ -	
Added to Budget Sweep Contingency			-	
Taken From Budget Sweep			-	
Net Balance of Budget Sweep Contingency Account			\$ -	
WATER & SEWER FUND				
Beginning Contingency Balance			\$ 50,000	
Added to Contingency Sweep Account			-	
Taken From Contingency			(21,098)	
Net Balance of Contingency Account			\$ 28,902	
Beginning Compensation Contingency			\$ 168,000	
Added to Compensation Contingency			-	
Taken From Compensation Contingency			(73,119)	
Net Balance of Compensation Contingency Account			\$ 94,881	
Net Balance Water & Sewer Fund Contingency			\$ 123,783	

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2015 BUDGET**  
**March 5, 2015**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		<b>HOTEL/MOTEL TAX FUND</b>		
		Beginning <b>Contingency</b> Balance	\$	27,903
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		(21,158)
		Net Balance of Contingency Account	\$	6,745
		Beginning <b>Compensation</b> Contingency	\$	36,000
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(9,550)
		Net Balance of Compensation Contingency Account	\$	26,450
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>	<b>\$</b>	<b>33,195</b>
		<b>DRAINAGE FUND</b>		
		Beginning <b>Contingency</b> Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning <b>Compensation</b> Contingency	\$	26,000
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(11,266)
		Net Balance of Compensation Contingency Account	\$	14,734
		<b>Net Balance Drainage Fund Contingency</b>	<b>\$</b>	<b>14,734</b>
		<b>FED/STATE GRANT FUND</b>		
		Beginning <b>Contingency</b> 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. \_\_\_\_\_

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.

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**Whereas**, on the 28<sup>th</sup> 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 was 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 5<sup>th</sup> day of **March**, 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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03/05/15  
Item #11  
Regular Agenda  
Page 1 of 4

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Brian Chandler Planning Director,  
Beverly Zendt Assistant Planning Director

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING - Z-FY-15-05: Consider adopting an ordinance authorizing a zoning change from Two Family Dwelling (2F) to General Retail (GR) on Lot 4, Block 3 of the Moore's Knight Addition located at 111 South 33rd Street.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** At its February 2, 2015 meeting, the Planning & Zoning Commission voted 7 to 0 to recommend approval of the requested zoning from 2F to GR.

**STAFF RECOMMENDATION:** Conduct public hearing and adopt ordinance as presented, with second and final adoption set for March 19, 2015. Staff recommends approval of the rezoning from 2F to GR. The proposed zoning demonstrates the following:

1. Compliance with the Future Land Use Map;
2. Compatibility with surrounding zoning and land uses; and
3. Compliance with the Thoroughfare Plan and Master Trails Plan.

Additionally, public facilities are available to serve the subject property.

### **ITEM SUMMARY:**

#### ***Synopsis.***

Approval of this item will result in a rezoning of one lot from 2F to GR providing a consistent zoning for three abutting lots that currently serve as a single development site.

#### ***Background.***

The applicant has requested a zoning change of a 2F lot to GR. The subject property, although not zoned consistently with the abutting tracts to the south, is part of three lots upon which a home for the aged was historically operated but is now discontinued. The applicant originally indicated that the property would be reopened as a home for the aged (residential use) but has since informed staff that the property will likely (if approved) be repurposed as a substance abuse treatment facility. A substance abuse treatment facility is permitted in GR with a Conditional Use Permit (CUP). A CUP would have to be considered by means of a separate zoning application and would be subject to City Council approval.

The subject property and surrounding area has been identified Auto-Urban Commercial character district according to the Comprehensive Plan / Future Land Use Plan (FLUP). The Auto- Urban Commercial character type is described in the Choices '08 City of Temple Comprehensive Plan as the dominant character pattern in the city of Temple. The Auto- Urban character type is most commonly associated with automobile-oriented strip centers and smaller commercial sites located along major roadways. Fast food restaurants, gas stations, shopping centers of various sizes, and big box retailers are the dominant commercial images of the auto-urban commercial character. According the Comprehensive Plan, Auto-Urban Commercial development should be generally concentrated at intersections and should be accompanied by the use of a higher landscape surface area, better landscaping along frontages and around and within parking areas, a build-to line (rather than a large front yard setback), and other signage and design standards would significantly enhance the appearance of these areas, especially as sites redevelop over time. The proposed GR zoning designation would be compatible with the future land use designation. General Retail is the standard retail zoning district and allows most retail uses including retail sales, restaurants, grocery stores, offices, and residential uses.

Because of the general proximity of the subject property to Interstate-35 and the age of development in the area, the surrounding land uses are a mixture of residential, commercial, and retail uses. The subject property is predominantly surrounded by General Retail zoned areas to include the abutting tract to the south.

**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:

Direction	FLUP	Zoning	Current Land Use
<b>Subject Property</b>	<b>Auto-Urban Commercial</b>	<b>2F</b>	<b>Vacant Structure</b>
North	Auto-Urban Commercial	2F	Residential
South	Auto-Urban Commercial	GR	Vacant (O'Reilly Auto platted in 10/2014)
East	Auto-Urban Commercial	GR	Pet Groomers (Doggie Styles)
West	Auto-Urban Commercial	GR	Storage Area

There are a number of residential, institutional, recreational/entertainment uses that are permitted with a GR zoning designation. Additionally, some commercial uses are permitted and most retail uses will be allowed in the GR district. Permitted uses include but are not limited to:

Residential Uses	Nonresidential Uses
Boarding House	Indoor Flea Market
Industrialized Housing	Print, Plumbing or Upholstery Shop
Single Family Attached/Detached Housing	Halfway House
Duplex	Off- Premise Alcohol sales (beer and wine)
Fraternity or Sorority House	Laundry and Cleaning Service
Home for the Aged	Pawn Shop
Family or Group Home (CUP)	Substance Abuse Treatment Facility (CUP)

**Prohibited uses** include HUD-Code manufactured homes, manufactured home land lease communities and most commercial uses. A number of uses are allowed by an approved conditional use permit. These include but are not limited to: temporary asphalt concrete batching plants, sewage treatment plant and off-premise alcohol sales (package store).

**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 property is within the Auto-Urban Commercial character district. The requested General Retail (GR) zoning district is an appropriate zoning designation for the Auto-Urban Commercial FLUP district.

**Thoroughfare Plan (CP Map 5.2) and Temple Trails Master Plan Map and Sidewalk Ordinance**

The subject property is located on a local street (S. 33<sup>rd</sup> St.) between an expressway (I-35) and a major arterial (S 31<sup>st</sup> Street). South 33<sup>rd</sup> is not identified as a future collector or arterial in the City's Thoroughfare Plan nor are there any proposed trails or sidewalks required along this street. Currently there are no sidewalks located on S 33<sup>rd</sup>. St.

**Availability of Public Facilities (CP Goal 4.1)**

Sewer is available to the subject property through an existing 6" sewer line on the east side of S. 33<sup>rd</sup> St. The subject property appears to be served by means of an adjoining lot to the south. Water is available through an existing 6" water line on the east side of S. 33<sup>rd</sup> St.

**DEVELOPMENT REGULATIONS:** Standard non-residential setbacks in the GR district are:

Min Lot Size	N/A
Min Lot Width	N/A
Min Lot Depth	N/A
Front	15'
Side	10'
Side (corner)	10'
Rear	10' (0' when adjacent to a non-residential use or zoning district)



### **Parking**

Historically this site has been operated as a home for the aged with parking provided off street on an adjacent tract. Off-street parking may be provided on the lot, an immediately adjacent lot, or on a lot within 150 feet of the building or structure, in accordance to the required parking ratios and design standards. When the property is redeveloped/repurposed the applicant will be required to provide off-street parking in accordance with Section 7.5 Off- Street Parking and Loading.

### **Screening and Signage**

Additionally, the following standards will be applicable.

- Refuse containers storage areas must be located in a rear or side service are, or alley where available, for all uses other than single-family and two- family dwellings.
- New proposed signage must comply with Section 7.6: Signs of the UDC.
- If the property is utilized for a non-residential use, continuous buffering will be required along the boundary with the residential property to the north in accordance with Section 7.7.4 of the UDC.

**PUBLIC NOTICE:** Twenty notices of the 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 Friday February 20, 2015, 1 notice was received in favor of the proposed rezoning and no notices were received in opposition to the proposed rezoning. One undeliverable notice was received. The newspaper printed notice of the public hearing on January 22, 2015, in accordance with state law and local ordinance.

**FISCAL IMPACT:** Not Applicable

### **ATTACHMENTS:**

[Site and Surrounding Property Photos](#)  
[Surveyor's Sketch](#)  
[Zoning & Location Map](#)  
[Future Land Use and Character Map](#)  
[Thoroughfare & Trails Plan \(combined\)](#)  
[Utility Map](#)  
[Notification Map](#)  
[Excerpts from P&Z Meeting](#)  
[Ordinance](#)

Subject Property: 111 S. 33<sup>rd</sup> St.





Property to the North



Property to the East





Property to the West



Property to the South







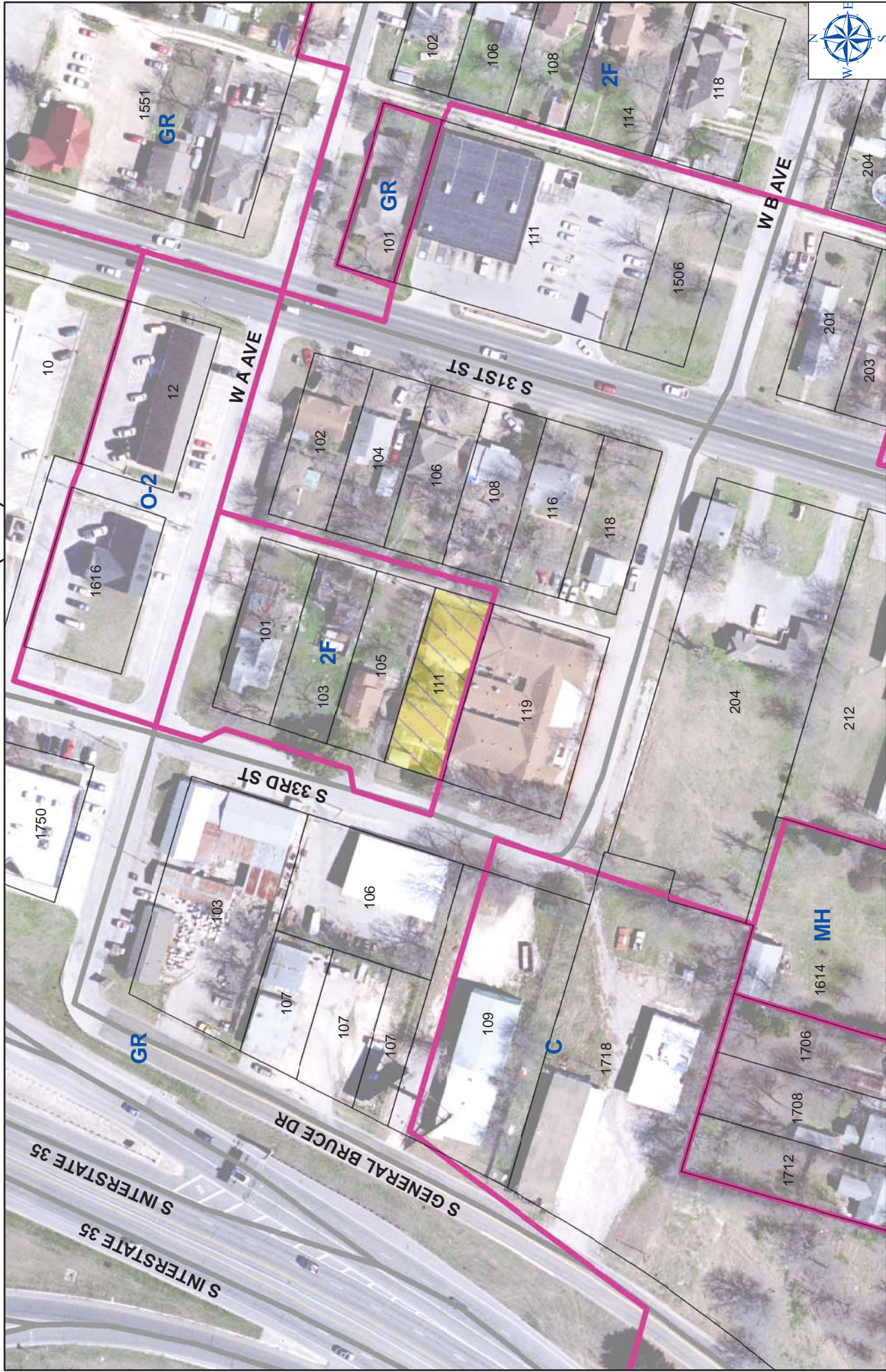




**Z-FY-15-05**

**Change of Zoning from Two-Family Dwelling (2F)  
to General Retail (GR)**

**111 S 33rd Street**



Case



Zoning

1234 Addresses



1/27/2015  
City of Temple GIS  
bzndt

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

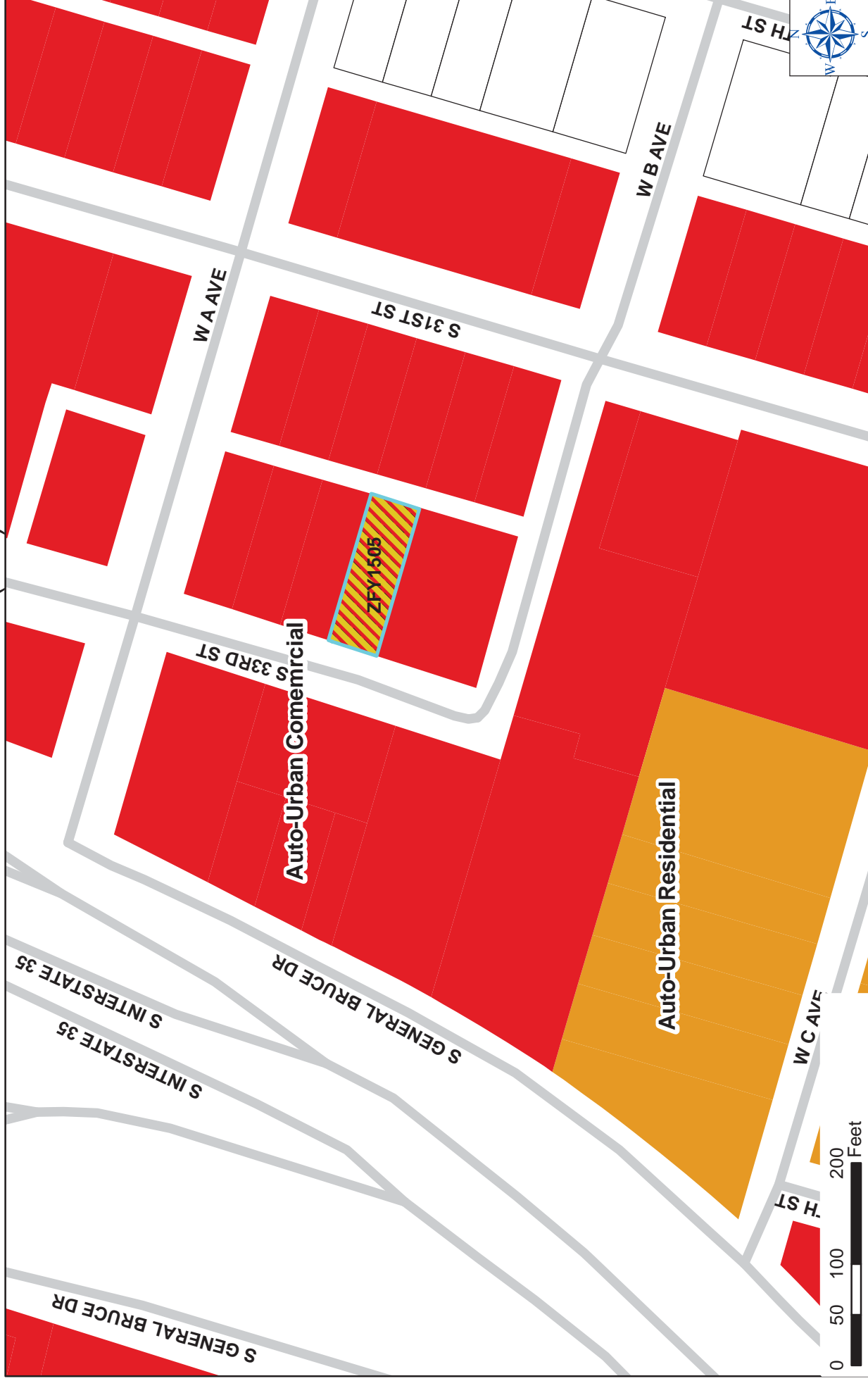




**Z-FY-15-05**

**Rezoning from Two-Family Dwelling (2F)  
to General Retail (GR)**

**111 S 33rd St.**



### Future Land Use

- |                           |                         |                                   |                      |
|---------------------------|-------------------------|-----------------------------------|----------------------|
| Neighborhood Conservation | Auto-Urban Residential  | Temple Medical Education District | Public Institutional |
| Estate Residential        | Auto-Urban Multi-Family | Industrial                        | Parks & Open Space   |
| Suburban Residential      | Auto-Urban Mixed Use    | Business Park                     | Agricultural/Rural   |

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1/27/2015  
City of Temple GIS

Z-FY-15-05

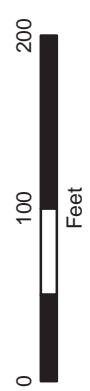
Rezoning from Two-Fmily Dwelling (2F)  
to General Retail (GR)

111 S. 33rd St.



Trails

- Existing Citywide Spine Trail
- Under Design/Construction Citywide Spine Trail
- Proposed Citywide Spine Trail
- Existing Community-Wide Connector Trail
- Under Design/Construction Community-Wide Connector Trail
- Proposed Community-Wide Connector Trail
- Existing Local Connector Trail
- Proposed Local Connector Trail
- Thoroughfare
- Major Arterial
- Proposed Major Arterial
- Proposed K-TUTS
- Minor Arterial
- Proposed Minor Arterial
- Collector
- Thoroughfare
- Expressway
- Proposed Collector



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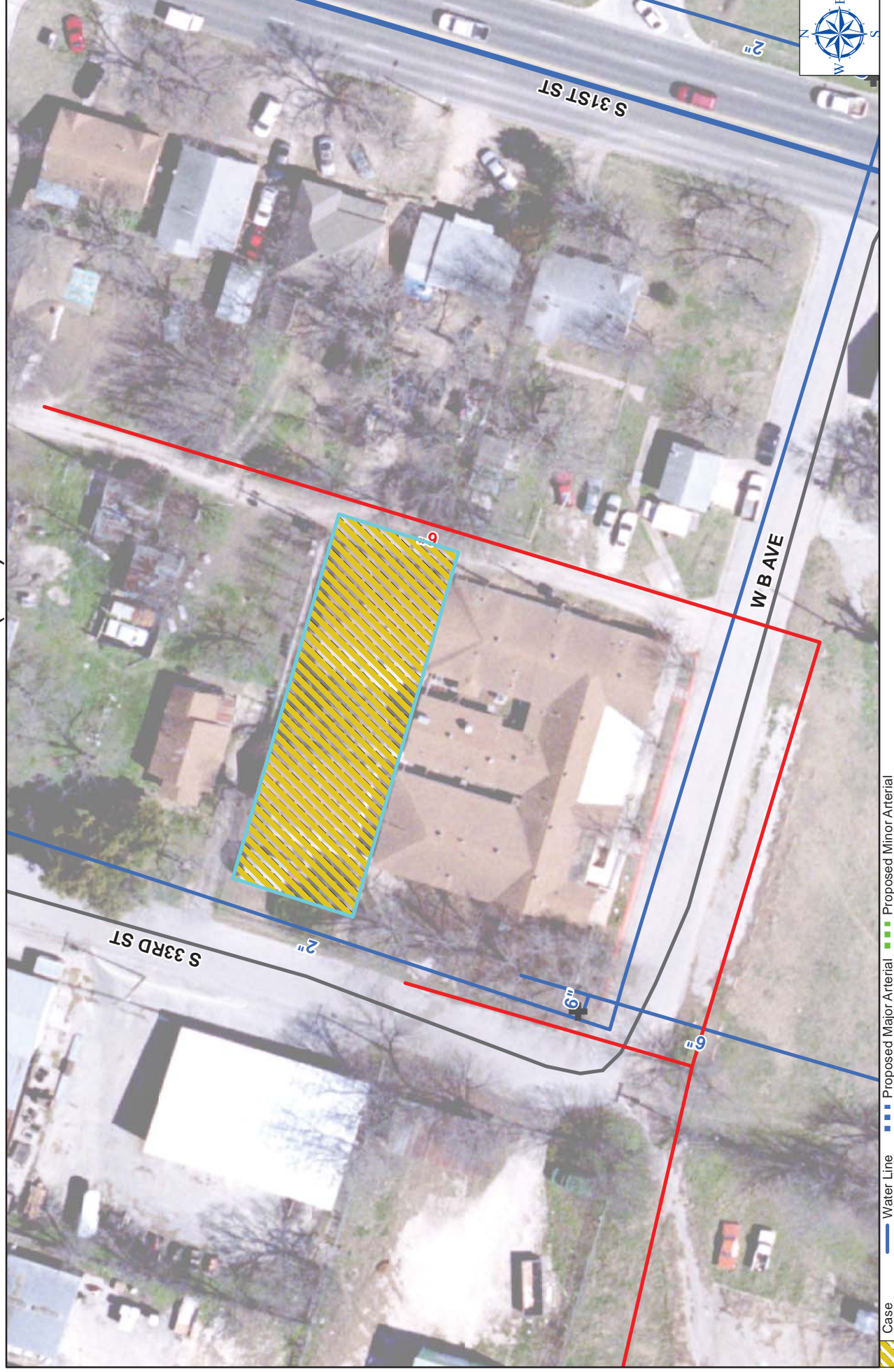




**Z-FY-15-05**

**Rezoning from Two-Family Dwelling (2F)  
to General Retail (GR)**

**111 S. 33rd St.**



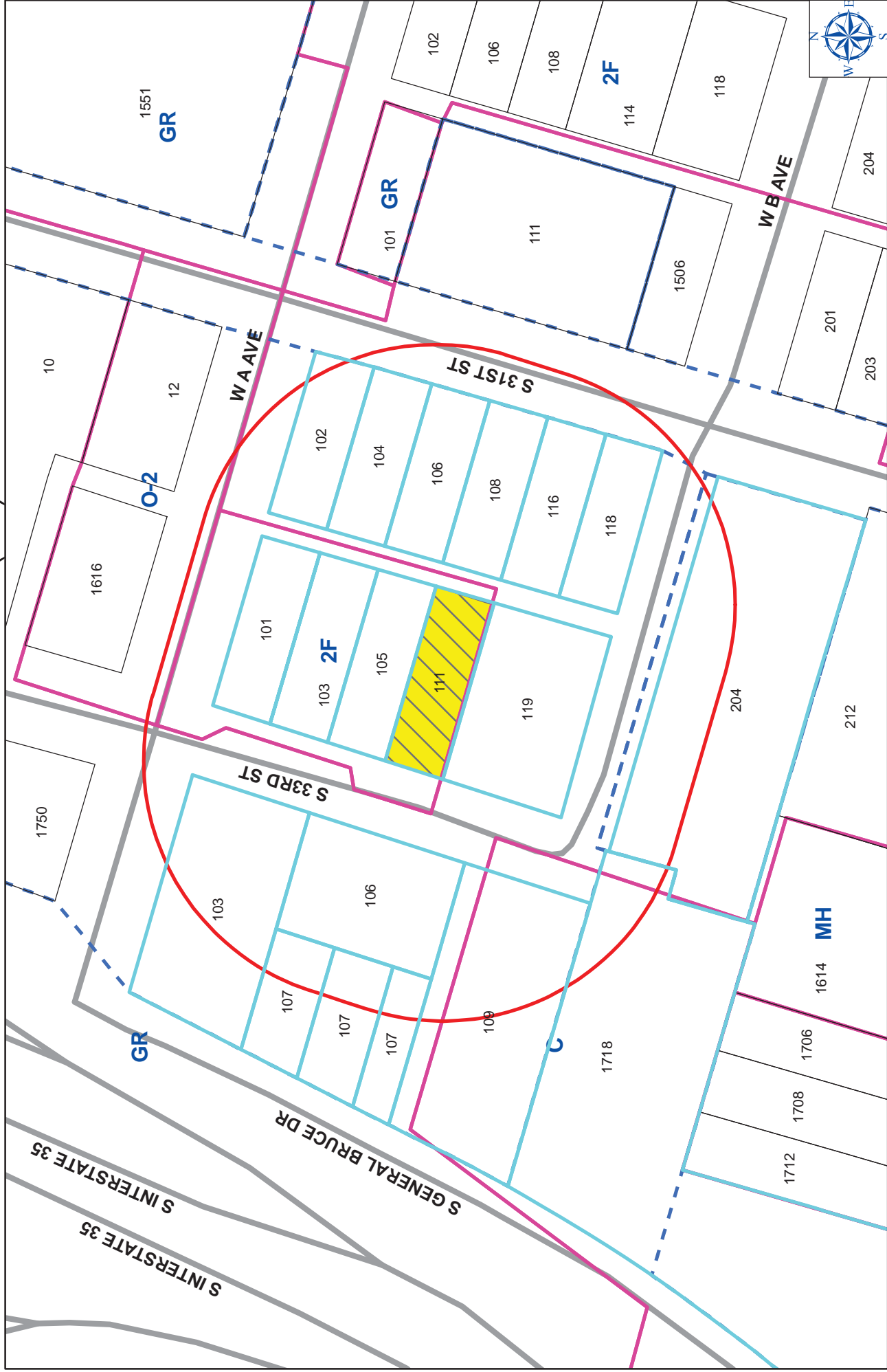
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**Z-FY-15-05**

# Change of Zoning from Two-Family Dwelling (2F) to General Retail (GR)

111 S 33rd Street



Case



Zoning

1234 Addresses



1/27/2015  
City of Temple GIS  
bzend

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.

**EXCERPTS FROM THE  
PLANNING & ZONING COMMISSION MEETING  
MONDAY, FEBRUARY 2, 2015**

**ACTION ITEMS**

**Item 2: Z-FY-15-05** – Hold a public hearing to discuss and recommend action on a rezoning from Two Family Dwelling District (2F) to General Retail District (GR) on Lot 4, Block 3, Moore's Knight Addition, located at 111 South 33rd Street.

Ms. Beverly Zendt, Assistant Director of Planning, stated the applicant was Blaine Dunlap on behalf of JTREO, Inc. This item is scheduled to go before City Council for first reading on March 5, 2015, and second reading on March 19, 2015.

This lot is approximately 7,565 square feet and located at 111 South 33rd Street. The current zoning is Two-Family Dwelling (2F) and the applicant is requesting a rezoning to General Retail (GR). This lot is one of three lots upon which a Home for the Aged was previously operated and the building straddles all three lots. The other two lots are zoned GR.

The applicant has indicated an interest in reestablishing a Home for the Aged at this location and the use is allowed by right in GR.

The Future Land Use and Character Map designate this area as Auto-Urban Commercial and the property is surrounded by mostly Auto-Urban Commercial.

General facts about Auto-Urban Commercial and the Future Land Use and Character Map:

The Comprehensive Plan identifies this as the dominant character pattern of the city;

Most commonly associated with auto-oriented strip centers and smaller commercial sites;

Located along major roadways;

Fast-food restaurants, gas stations, big boxes, and shopping centers of various sizes are the most common;

Should be accompanied by higher landscape surface area, better landscaping along frontages, and parking;

Build to line rather than large setbacks; and

General retail is compatible with this land use character area.

The subject property is located between I-35 and a major arterial (South 31<sup>st</sup> Street) and there are no plans for a new roadway in the general area. Thirty-Third Street is considered a local street.

A proposed community wide connector trail is planned east of South 31<sup>st</sup> Street but not in the general area. There are no sidewalks in this area.

The subject property is served by existing water and sewer. A six-inch sewer line and six-inch water line serve the area.

Surrounding properties include Two Family (2F) to the north, vacant property to the south (recently platted for O'Reilly Addition) zoned GR, storage use to the west zoned GR, and a pet service to the east zoned GR.

GR allowed and prohibited uses and dimensional standards are given.

Additional development standards (minimum) would include:

- Parking required per UDC Section 7.5: Off Street Parking and Loading

- Off Street – on site or

- Off Street - within 150 of the building or structure

- Screening and Signage

- Refuse containers – located to rear or side service area (UDC Section 7.7.6)

- New signage must comply with UDC Section 7.6: Signs

No grandfathering of any signage would be allowed for the property.

The request complies with the Future Land Use and Character Map, surrounding uses and zoning, availability of public services, and the Thoroughfare Plan / Trails Master Plan.

Twenty notices were mailed out with one returned in agreement and zero in opposition.

Staff recommends Approval of the request for a rezoning from Two-Family Dwelling (2F) to General Retail (GR).

Ms. Zendt explained to the Commission that this use is what the applicant has indicated he would like to do. If the applicant proceeds with reestablishing the facility, parking would have to be provided for off-site (one parking space per every six beds or rooms). Staff would need to wait for the use and permits to come in and at that point compliance would need to be met. The applicant has been made aware of this matter.

Home for Aged is considered a residential facility.

Chair Rhoads opened the public hearing.

Ms. Roswitha Johnson Thorn, 105 S. 33<sup>rd</sup> Street, Temple, Texas, asked if she was going to lose her house. Ms. Zendt replied no, this was just a rezoning for the lots of the old home for the aged. Ms. Zendt informed Ms. Thorn that this was her opportunity to express either her support or opposition to the rezoning.

Ms. Thorn stated she did not think she would want the facility there. The building is very old and in very bad shape.

There being no further questions, the public hearing was closed.

Ms. Zendt added that the property is in a state of disrepair. Before any occupancy certificate or license could be obtained, the property would need to be brought up to all current codes.

Mr. Brian Chandler, Director of Planning, added that the residential use (Ms. Thorn) would be adjacent to what would become a GR property. Since a Home for the Aged is considered a residential use as well it would not trigger buffering and screening requirements. However, if a traditional GR use were put in, buffering and screening requirements would be triggered adjacent to Ms. Thorn's property (or other residential properties).

Commissioner Fettig made a motion to approve Item 2, and Commissioner Crisp made a second.

*Motion passed: (7:0)*

Commissioners Mikeska-Reed and Sears absent



ORDINANCE NO. \_\_\_\_\_

(PLANNING NO. Z-FY-15-05)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM TWO FAMILY DWELLING (2F) TO GENERAL RETAIL DISTRICT (GR) ON LOT 4, BLOCK 3 OF THE MOORE'S KNIGHT ADDITION LOCATED AT 111 SOUTH 33<sup>RD</sup> STREET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

**Part 1:** The City Council approves a zoning change from Two Family Dwelling (2F) to General Retail District (GR) on lot 4, block 3 of Moore's Night Addition, located at 111 South 33<sup>rd</sup> Street, as outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.

**Part 2:** The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

**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 was 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 5<sup>th</sup> day of **March**, 2015.

PASSED AND APPROVED on Second Reading on the **19<sup>th</sup>** day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #12  
Regular Agenda  
Page 1 of 2

**DEPT./DIVISION SUBMISSION & REVIEW:**

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a construction contract with McLean Construction (McLean), of Killeen, for construction activities required to reconstruct the streets in Western Hills in an amount not to exceed \$4,399,999.00.

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

**ITEM SUMMARY:** The City of Temple has adopted a Transportation Capital Improvement Plan (TCIP) in which some roads within the Western Hills subdivision have been identified for reconstruction. Some residential streets within Western Hills have deteriorated to the point of significantly reduced drivability. Poor underlying soils have exhibited substantial subsidence and heave, and these roadways now require reconstruction. The scope of work for this contract includes roadway reconstruction and associated utility improvements for Geronimo Trail and portions of Antelope, Chisholm, and Deer Trails as shown on the attached map.

Bids for this work were structured around soliciting costs for two separate material options; concrete and asphalt. In addition, a base bid for Antelope Drive (a main roadway collector within the subdivision) and add alternates for Deer Trail, Geronimo, and Chisholm Trail (local roadways) were also solicited. Based upon significant considerations including costs and risks, the engineer and staff recommend constructing all identified roadways with concrete.

On February 18, 2015, one (1) bid was received. Per the attached Bid Tabulation, McLean submitted the only bid on the project for a concrete roadway section in the amount of \$4,399,999.00. The opinion of probable construction cost for the concrete option was \$3.85 million. Clark & Fuller checked references and recommend awarding construction to the sole bidder, McLean, in their attached letter. Construction time allotted for the project is 560 days.



**FISCAL IMPACT:** Council authorized this project as part of the Transportation Capital Improvement Plan in the FY 2014 Budget. A budget adjustment is being presented to Council for authorization to appropriate funding for the utility portion in the amount of \$56,770. Total funding in the amount of \$4,399,999 is available in the following accounts:

Account	Description	Project	Funding
365-3400-531-6858	Capital Bonds/Western Hills Roadway Improvement	100967	\$4,343,229
561-5200-535-6950	Capital Bonds/Western Hills Utility Relocation	100967	\$ 56,770
Total Funded			\$4,399,999

**ATTACHMENTS:**

[Budget Adjustment](#)

[Project Map](#)

[Bid Tabulation](#)

[Engineer's Letter of Recommendation](#)

[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
561-5200-535-69-50	100967	Capital-Bonds/Western Hills Util Relocation	\$ 56,770		
561-5000-535-65-32		Capital-Special Projects/Contingency Fund			56,770
TOTAL.....			\$ 56,770		\$ 56,770

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

Council authorized the Western Hills Roadway Improvement project as part of TCIP in the FY 2015 Budget. The total construction contract with McLean Construction is for \$4,399,999 of which \$56,770 is related to utilities. This budget adjustment will appropriate funding in the amount of \$56,770 for the utility portion of the construction contract to be awarded with McLean Construction.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes      ☐ No

DATE OF COUNCIL MEETING 3/5/2015

WITH AGENDA ITEM?

<b>X</b>	Yes		No
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Department Head/Division Director

Date \_\_\_\_\_

☐ Approved  
☐ Disapproved

Finance

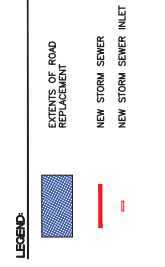
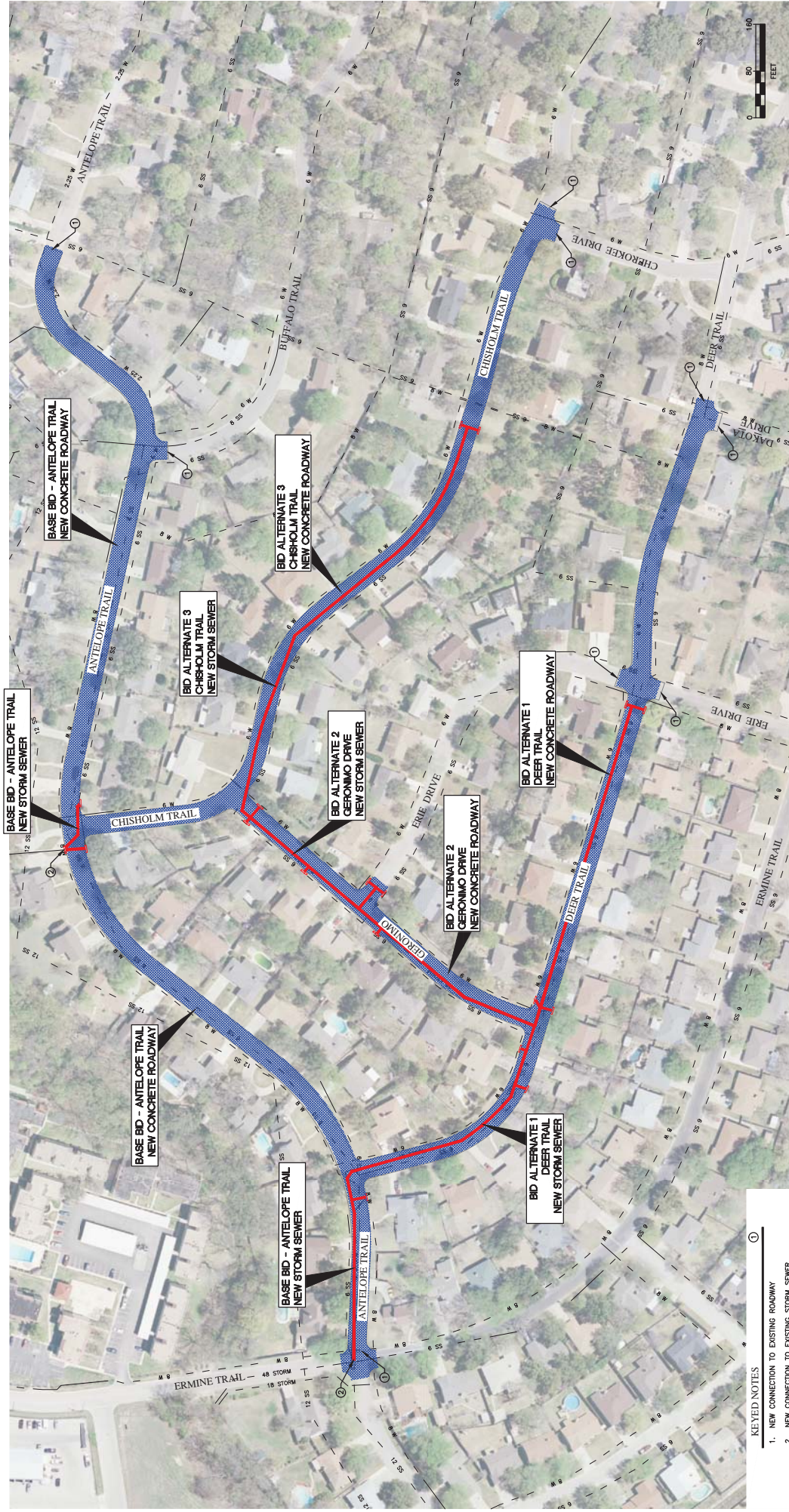
Date \_\_\_\_\_

	Approved
	Disapproved

City Manager

Date \_\_\_\_\_

	Approved
	Disapproved



# 2013 WESTERN HILLS ROADWAY AND UTILITY REPLACEMENT PROJECT



**CLARK & FULLER**  
CIVIL ENGINEERING • DESIGN • PLANNING  
215 North Street, Temple, TX 76781  
254.899.0899 www.clark-fuller.com F-10384



# **Bid Tabulation Sheet** **Western Hills Roadway & Utility Improvement Project**

Bid Date: February 18, 2015

New Streets and Storm Sewer				McLean Construction, Inc.	
No.	Item Description	Est. Quan.	UOM	Unit Price	Total Cost
Base Bid - Antelope Drive					
1	Site R.O.W. Preparation & Clearing	22.5	STA	\$ 5,197.00	\$ 116,932.50
2	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$108,080.00	\$ 108,080.00
3	Provide Site Demolition	22.5	STA	\$ 4,636.00	\$ 104,310.00
4	Contingency for Utility Removal and Relocate	100%	LS	\$ 12,000.00	\$ 12,000.00
5	Provide New Traffic Control Plan & Implementation	100%	LS	\$ 12,196.00	\$ 12,196.00
6	Provide New Trench Safety Plan & Implementation	100%	LS	\$ 1,631.00	\$ 1,631.00
7	Provide New Storm Water Pollution Prevention Plan & Implementation	100%	LS	\$ 32,129.00	\$ 32,129.00
8	Remove and Replace Existing Mailbox	41	EA	\$ 543.00	\$ 22,263.00
9	Provide Connection to Existing Roadway	7	EA	\$ 712.00	\$ 4,984.00
10	Provide 6" Reinforced Concrete Pavement	9322	SY	\$ 59.00	\$ 549,998.00
11	Provide 6" Cement Treated Base Pavement	10332	SY	\$ 16.60	\$ 171,511.20
12	Provide 12" Select Fill Pavement	8994	SY	\$ 21.50	\$ 193,371.00
13	Provide Subgrade Preparation	10332	SY	\$ 2.00	\$ 20,664.00
14	Provide Standard 24" Concrete Curb and Gutter	3640	LF	\$ 19.00	\$ 69,160.00
15	Provide New Concrete Flatwork	235	SY	\$ 114.10	\$ 26,813.50
16	Provide New 36" RCP Storm Sewer Main	360	LF	\$ 164.00	\$ 59,040.00
17	Provide New 30" RCP Storm Sewer Main	25	LF	\$ 147.10	\$ 3,677.50
18	Provide New 24" RCP Storm Sewer Main	120	LF	\$ 109.30	\$ 13,116.00
19	Provide New 36" RCP 45 Degree Bend	2	EA	\$ 4,359.00	\$ 8,718.00
20	Provide New 24" RCP 45 Degree Bend	3	EA	\$ 1,898.00	\$ 5,694.00
21	Provide New 5'x5' Precast Storm Sewer Junction Box	3	EA	\$ 5,757.00	\$ 17,271.00
22	Provide New 15' Precast Concrete Curb Inlet	2	EA	\$ 9,164.00	\$ 18,328.00
23	Provide New 10' Precast Concrete Curb Inlet	4	EA	\$ 4,584.00	\$ 18,336.00
24	Provide Connection to Existing Storm Sewer	5	EA	\$ 2,295.00	\$ 11,475.00
Total Base Bid - Antelope Drive				\$ 1,601,698.70	
New Streets and Storm Sewer Bid Alternate No. 1 - Deer Trail					
1	Site R.O.W. Preparation & Clearing	15.5	STA	\$ 3,795.00	\$ 58,822.50
2	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$42,112.00	\$ 42,112.00
3	Provide Site Demolition	15.5	STA	\$ 3,027.00	\$ 46,918.50
4	Contingency for Utility Removal and Relocate	100%	LS	\$ 10,000.00	\$ 10,000.00
5	Provide New Traffic Control Plan & Implementation	100%	LS	\$ 1,054.00	\$ 1,054.00
6	Provide New Trench Safety Plan & Implementation	100%	LS	\$ 1,383.00	\$ 1,383.00
7	Provide New Storm Water Pollution Prevention Plan & Implementation	100%	LS	\$ 4,696.00	\$ 4,696.00
8	Remove and Replace Existing Mailbox	26	EA	\$ 543.00	\$ 14,118.00
9	Provide Connection to Existing Roadway	7	EA	\$ 661.00	\$ 4,627.00
10	Provide 6" Reinforced Concrete Pavement	6475	SY	\$ 58.90	\$ 381,377.50
11	Provide 6" Cement Treated Base Pavement	7173	SY	\$ 17.60	\$ 126,244.80
12	Provide 12" Select Fill Pavement	6236	SY	\$ 20.60	\$ 128,461.60
13	Provide Subgrade Preparation	7173	SY	\$ 2.40	\$ 17,215.20
14	Provide Standard 24" Concrete Curb and Gutter	3140	LF	\$ 16.80	\$ 52,752.00
15	Provide New Concrete Flatwork	65	SY	\$ 189.40	\$ 12,311.00
16	Provide New 36" RCP Storm Sewer Main	990	LF	\$ 168.60	\$ 166,914.00
17	Provide New 30" RCP Storm Sewer Main	46	LF	\$ 141.70	\$ 6,518.20
18	Provide New 24" RCP Storm Sewer Main	82	LF	\$ 120.30	\$ 9,864.60
19	Provide New 36" RCP 45 Degree Bend	1	EA	\$ 2,791.00	\$ 2,791.00
20	Provide New 36" RCP 30 Degree Bend	1	EA	\$ 2,454.00	\$ 2,454.00
21	Provide New 36" RCP 15 Degree Bend	1	EA	\$ 2,454.00	\$ 2,454.00
22	Provide New 5'x5' Precast Storm Sewer Junction Box	5	EA	\$ 5,757.00	\$ 28,785.00
23	Provide New 15' Precast Concrete Curb Inlet	4	EA	\$ 9,687.00	\$ 38,748.00
24	Provide New 10' Precast Concrete Curb Inlet	2	EA	\$ 4,897.00	\$ 9,794.00
25	Provide Connection to Existing Storm Sewer	2	EA	\$ 2,102.00	\$ 4,204.00
26	Provide New 4" Sanitary Sewer Service and Connection	20	EA	\$ 1,621.00	\$ 32,420.00
27	Provide New 4" PVC Sanitary Sewer Service Pipe	500	LF	\$ 48.70	\$ 24,350.00
Total Bid Alternate No. 1 - Deer Trail				\$ 1,231,389.90	
New Streets and Storm Sewer Bid Alternate No. 2 - Geronimo					
1	Site R.O.W. Preparation & Clearing	6.5	STA	\$ 2,242.00	\$ 14,573.00
2	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$26,879.00	\$ 26,879.00
3	Provide Site Demolition	6.5	STA	\$ 2,450.00	\$ 15,925.00
4	Contingency for Utility Removal and Relocate	100%	LS	\$ 5,000.00	\$ 5,000.00
5	Provide New Traffic Control Plan & Implementation	100%	LS	\$ 523.00	\$ 523.00
6	Provide New Trench Safety Plan & Implementation	100%	LS	\$ 523.00	\$ 523.00
7	Provide New Storm Water Pollution Prevention Plan & Implementation	100%	LS	\$ 523.00	\$ 523.00
8	Remove and Replace Existing Mailbox	7	EA	\$ 543.00	\$ 3,801.00
9	Provide Connection to Existing Roadway	3	EA	\$ 6,466.00	\$ 19,398.00
10	Provide 6" Reinforced Concrete Pavement	2550	SY	\$ 66.30	\$ 169,065.00
11	Provide 6" Cement Treated Base Pavement	2823	SY	\$ 19.60	\$ 55,330.80
12	Provide 12" Select Fill Pavement	2471	SY	\$ 23.30	\$ 57,574.30
13	Provide Subgrade Preparation	2823	SY	\$ 3.60	\$ 10,162.80
14	Provide Standard 24" Concrete Curb and Gutter	1086	LF	\$ 18.40	\$ 19,982.40
15	Provide New Concrete Flatwork	12	SY	\$ 133.80	\$ 1,605.60
16	Provide New 36" RCP Storm Sewer Main	368	LF	\$ 173.30	\$ 63,774.40
17	Provide New 30" RCP Storm Sewer Main	290	LF	\$ 140.40	\$ 40,716.00
18	Provide New 24" RCP Storm Sewer Main	112	LF	\$ 119.30	\$ 13,361.60
19	Provide New 4" HDPE French Drain	1080	LF	\$ 60.60	\$ 65,448.00
20	Provide New 36" RCP 15 Degree Bend	1	EA	\$ 1,395.00	\$ 1,395.00
21	Provide New 24" RCP 45 Degree Bend	1	EA	\$ 1,114.00	\$ 1,114.00
22	Provide New 24" RCP 15 Degree Bend	1	EA	\$ 1,114.00	\$ 1,114.00
23	Provide New RCP Plug	1	EA	\$ 523.00	\$ 523.00
24	Provide New 5'x5' Precast Storm Sewer Junction Box	5	EA	\$ 5,757.00	\$ 28,785.00
25	Provide New 15' Precast Concrete Curb Inlet	3	EA	\$ 9,164.00	\$ 27,492.00
26	Provide New 10' Precast Concrete Curb Inlet	3	EA	\$ 4,584.00	\$ 13,752.00
27	Provide Connection to Existing Storm Sewer	1	EA	\$ 2,656.00	\$ 2,656.00
Total Bid Alternate No. 2 - Geronimo				\$ 660,996.90	

New Streets and Storm Sewer Bid Alternate No. 3 - Chisholm Trail					
No.					
1	Site R.O.W. Preparation & Clearing	15	STA	\$ 2,636.00	\$ 39,540.00
2	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$28,735.00	\$ 28,735.00
3	Provide Site Demolition	15	STA	\$ 2,279.00	\$ 34,185.00
4	Contingency for Utility Removal and Relocate	100%	LS	\$ 10,000.00	\$ 10,000.00
5	Provide New Traffic Control Plan & Implementation	100%	LS	\$ 418.00	\$ 418.00
6	Provide New Trench Safety Plan & Implementation	100%	LS	\$ 523.00	\$ 523.00
7	Provide New Storm Water Pollution Prevention Plan & Implementation	100%	LS	\$ 523.00	\$ 523.00
8	Remove and Replace Existing Mailbox	23	EA	\$ 543.00	\$ 12,489.00
9	Provide Connection to Existing Roadway	4	EA	\$ 1,754.00	\$ 7,016.00
10	Provide 6" Reinforced Concrete Pavement	6099	SY	\$ 55.10	\$ 336,054.90
11	Provide 6" Cement Treated Base Pavement	6745	SY	\$ 17.30	\$ 116,688.50
12	Provide 12" Select Fill Pavement	5710	SY	\$ 21.00	\$ 119,910.00
13	Provide Subgrade Preparation	6745	SY	\$ 2.30	\$ 15,513.50
14	Provide Standard 24" Concrete Curb and Gutter	3000	LF	\$ 16.90	\$ 50,700.00
15	Provide New Concrete Flatwork	30	SY	\$ 140.30	\$ 4,209.00
16	Provide New 24" RCP Storm Sewer Main	789	LF	\$ 123.40	\$ 97,362.60
17	Provide New 15" RCP Storm Sewer	30	LF	\$ 114.40	\$ 3,432.00
18	Provide New 5'x5' Precast Storm Sewer Junction Box	2	EA	\$ 8,399.00	\$ 16,798.00
19	Provide New 10' Precast Concrete Curb Inlet	2	EA	\$ 4,584.00	\$ 9,168.00
20	Provide Connection to Existing Storm Sewer	1	EA	\$ 2,648.00	\$ 2,648.00
Total Bid Alternate No. 3 - Chisholm Trail				\$	905,913.50
Total Bid New Streets and Storm Sewer				\$	4,399,999.00
Deduct and Add Alternates Base Bid - Antelope Drive					
No.					
10a	DEDUCT - 6" Reinforced Concrete Pavement	7984	SY	\$ (58.60)	\$ (467,862.40)
11a	DEDUCT - 6" Cement Treated Base Pavement	8994	SY	\$ (16.60)	\$ (149,300.40)
12	DEDUCT - 12" Select Fill Pavement	8994	SY	\$ (21.50)	\$ (193,371.00)
10b	ADD - 2" HMAc Pavement	7984	SY	\$ 18.70	\$ 149,300.80
11b	ADD - 12" Cement Treated Base Pavement	8994	SY	\$41.00	\$ 368,754.00
Revised Total Base Bid - Antelope Drive				\$	1,309,219.70
Deduct and Add Alternates Bid Alternate No. 1 - Deer Trail					
No.					
10a	DEDUCT - 6" Reinforced Concrete Pavement	5538	SY	\$ (58.90)	\$ (326,188.20)
11a	DEDUCT - 6" Cement Treated Base Pavement	6236	SY	\$ (17.60)	\$ (109,753.60)
12	DEDUCT - 12" Select Fill Pavement	6236	SY	\$ (20.60)	\$ (128,461.60)
10b	ADD - 2" HMAc Pavement	5538	SY	\$ 19.30	\$ 106,883.40
11b	ADD - 12" Cement Treated Base Pavement	6236	SY	\$41.30	\$ 257,546.80
Revised Total Bid Alternate No. 1 - Deer Trail				\$	1,031,416.70
Deduct and Add Alternates Bid Alternate No. 2 - Geronimo					
No.					
10a	DEDUCT - 6" Reinforced Concrete Pavement	2198	SY	\$ (66.30)	\$ (145,727.40)
11a	DEDUCT - 6" Cement Treated Base Pavement	2471	SY	\$ (19.60)	\$ (48,431.60)
12	DEDUCT - 12" Select Fill Pavement	2471	SY	\$ (23.30)	\$ (57,574.30)
10b	ADD - 2" HMAc Pavement	2198	SY	\$ 20.70	\$ 45,498.60
11b	ADD - 12" Cement Treated Base Pavement	2471	SY	\$42.80	\$ 105,758.80
Revised Total Bid Alternate No. 2 - Geronimo				\$	560,521.00
Deduct and Add Alternates Bid Alternate No. 3 - Chisholm Trail					
No.					
10a	DEDUCT - 6" Reinforced Concrete Pavement	5064	SY	\$ (55.10)	\$ (279,026.40)
11a	DEDUCT - 6" Cement Treated Base Pavement	5710	SY	\$ (17.30)	\$ (98,783.00)
12	DEDUCT - 12" Select Fill Pavement	5710	SY	\$ (21.00)	\$ (119,910.00)
10b	ADD - 2" HMAc Pavement	5064	SY	\$ 19.30	\$ 97,735.20
11b	ADD - 12" Cement Treated Base Pavement	5710	SY	\$41.40	\$ 236,394.00
Revised Total Bid Alternate No. 3 - Chisholm Trail				\$	742,323.30
Total Revised Bid New Streets and Storm Sewer				\$	3,643,480.70



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

February 26, 2015

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

Re: City of Temple-Western Hills Roadway and Utility Improvement Project

Dear Ms. Torralva,

We have reviewed the bid for the above referenced project. McLean Construction, Inc. submitted a Total Bid of \$4,399,999.00 for the Reinforced Concrete roadway option and a Total Bid of \$3,643,480.70 for the Hot Mix Asphalt roadway option. *Please see the enclosed Bid Tabulation Sheet and Figure 1 for detailed information.*

**Figure 1:**

	STREET	CONCRETE	HMAC OPTION
Base Bid:	Antelope Drive	\$ 1,601,698.70	\$ 1,309,219.70
Bid Alternate No.1:	Deer Trail	\$ 1,231,389.90	\$ 1,031,416.70
Bid Alternate No.2:	Geronimo	\$ 660,996.90	\$ 560,521.00
Bid Alternate No.3:	Chisholm Trail	\$ 905,913.50	\$ 742,323.30
Total:		\$ 4,399,999.00	\$ 3,643,480.70

The engineer's original opinion of probable cost to construct was \$3,854,634.00 and the City of Temple's Budget to construct was \$4,000,000.00. The contractors bid came in higher than expected and it is in our opinion that it is because of the amount of current roadway and utility construction within our area and also the difficult logistics to construct this project. (i.e. working adjacent to existing residences and highly expansive soil conditions.) To insure that the project, or at least a portion of the project could be constructed within the Budget, the project was divided by individual roads into a base bid with multiple bid alternates.

We are recommending that you award the contract to McLean Construction, Inc. and recommend the Reinforced Concrete Roadway Option. If it is the City Staffs desire to remove a bid alternate from the scope of construction, to maintain the project budget, we feel that it would be prudent to remove the Deer Trail Bid Alternate. Deer Trail has not been as adversely affected by the utility construction that is currently on-going within the Western Hills Subdivision. We believe, through personal experience, that McLean Construction, Inc. is qualified and is capable of providing the Western Hills Roadway and Utility Improvements as required in this project.

We believe that McLean Construction, Inc. is a proven company with many successfully completed projects and we look forward to working with them on this project.

Please advise us as to which roadway option and bid alternates you select.

Sincerely,

Monty Clark, P.E., CPESC

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH MCLEAN CONSTRUCTION OF KILLEEN, TEXAS, FOR CONSTRUCTION ACTIVITIES REQUIRED TO RECONSTRUCT THE STREETS IN WESTERN HILLS, IN AN AMOUNT NOT TO EXCEED \$4,399,999.00; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the City of Temple has adopted a Transportation Capital Improvement Plan (TCIP) in which some roads within the Western Hills subdivision have been identified for reconstruction - some residential streets within Western Hills have deteriorated to the point of significantly reduced drivability;

**Whereas**, the poor underlying soil has exhibited substantial subsidence and heave, and these roadways now require reconstruction - the scope of work includes roadway reconstruction and associated utility improvements for Geronimo Trail and portions of Antelope, Chisholm, and Deer Trails;

**Whereas**, on February 18, 2015, one bid was received for this project – McLean Construction of Killeen, Texas submitted the only bid on the project - references have been checked and staff recommends awarding the construction contract to the sole bidder, McLean Construction;

**Whereas**, Council authorized this project as part of the Transportation Capital Improvement Plan in fiscal year 2014, however a budget amendment needs to be approved to appropriate funding into Account No. 365-3400-531-6858, Project No. 100967 and Account No. 561-5200-535-6950, Project No. 100967; 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 McLean Construction of Killeen, Texas, for construction activities required to reconstruct the streets in Western Hills in an amount not to exceed \$4,399,999.00.

**Part 2:** The City Council authorizes an amendment to the fiscal year 2014-2015 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

**Part 3:** It is hereby officially found and determined that the meeting at which this Resolution was 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 5<sup>th</sup> day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

---

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/15  
Item #13  
Regular Agenda  
Page 1 of 3

### **DEPARTMENT/DIVISION SUBMISSION:**

Brian Chandler, Director of Planning

**ITEM DESCRIPTION:** I-FY-15-02 – Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7.5.J of Unified Development Code related to a maximum sign height of 25 feet in the I-35 Corridor Overlay Zoning District for a proposed 35-foot tall pylon sign at 5710 South General Bruce Drive (Caliber Collision).

The applicant has requested an appeal to the following Overlay signage standards to allow for one freestanding pylon sign:

1. Sec. 6.7.5.J.1 – Pylon Sign Height: 25 feet---Requesting 35 feet

**ITEM SUMMARY:** The project is located in the Freeway Retail/Commercial Sub-District of the I-35 Corridor Overlay District.

According to Sec. 7.6, which are the general sign standards from the UDC, the purpose of the sign code is to “promote the efficient transfer of information in sign messages so that:

1. Those signs that provide messages and information most needed and sought by the public are given priorities
2. Businesses and services may identify themselves;
3. Customers and other persons may locate a business or services;
4. A person or group is not arbitrarily denied the use of the sight lines from the public street right-of-way for communication purposes.”

All new signage in the Overlay must conform to Sec. 6.7.5.J of the Unified Development Code (UDC). Other than height, the proposed signage meets all of the other standards for “pylon” signs shown in the table below:

## I. Permitted Sign Types

The table below establishes the sign types and standards that are permitted.

Use	Sign Type	Max. Number of Sign Faces	Max. Height	Max. Area (per sign face)	Min. Setback (from property line)	Min. Spacing Between Signs
All Permitted Uses	Wall Sign	1 per public façade (max. 2)	NA (no projection above building)	10% of façade face or 300 sq ft max (whichever is greater)	NA	NA
All Permitted Uses	Window Sign	NA	NA	20% of window area	NA	NA
All Permitted Uses	Monument Sign	2	8'	50 sq ft	0'	25'
All Permitted Uses	Pylon Sign	2	25'	200 sq ft	10'	50'
Travel Related Uses (Fuel Sales, Overnight Accommodations, and Restaurant Uses)	Pylon Sign	2	40'	300 sq ft	15'	100'
Multi-Tenant Site	Monument Sign	2	10'	65 sq ft	0'	25'
Multi-Tenant Site	Pylon Sign	2	40'	400 sq ft	15'	300'

A similar request by Trnum Goodyear (5507 S. General Bruce Drive) was denied by City Council for a 35-foot tall sign in 2014, which included a staff recommendation for denial and a P&Z recommendation of approval. The proposed location for that sign was also on the same side of the highway and at the same exit (Midway Exit). While staff recommended denial for that sign height appeal, it is staff's interpretation that a 25-foot sign provided adequate visibility, especially considering that Goodyear is located just to the right of the exit ramp. Caliber Collision, however, is located further south along the frontage road and, therefore, staff's interpretation is that the additional 10 feet in height would also help provide needed visibility for a south-bound I-35 traveler trying to make the proper exit to visit the business.

**STAFF RECOMMENDATION:** Staff recommends approval of the appeal as submitted for the following reasons:

- The southern edge of the property is the only location that would not impede traffic circulation or conflict with overhead utilities
- The 35-foot height would ensure visibility above the neighboring 5806 S. General Bruce Drive roofline of their wall signage

- The proposed height would also assist south-bound I-35 customers with locating Caliber Collision prior to making the proper Midway Exit, since the business is located approximately 2200 feet from the beginning of the exit ramp
- According to Sec. 7.6 of the general sign code, the purpose is for:
  - Customers and other persons may locate a business or services;
  - A person or group is not arbitrarily denied the use of the sight lines from the public street right-of-way for communication purposes.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** At their February 17, 2015 meeting, the Planning and Zoning Commission recommended unanimous approval by a 6 to 0 vote.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

[Application](#)

[Aerial Site Plan](#)

[Sign Specifications Photos](#)

[Site Line Aerial](#)

[Excerpts from P&Z Meeting](#)

[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 type="checkbox"/> I-35 Appeal                  | <input type="checkbox"/> Cost Sharing Offsite Participation |
| <input checked="" 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: Caliber Collision Parcel(s) Tax ID# (Required): \_\_\_\_\_

Project Address (Location): 5710 S General Bruce Dr, Temple, TX 7650 Total Acres: \_\_\_\_\_

Lot: 1 Block: 1 Subdivision: Tranum Phase 8

Cabinet #: \_\_\_\_\_ Slide #: \_\_\_\_\_

Outblock (if not platted): \_\_\_\_\_

Brief Description of Project: Install new pylon sign w/ a request for increased height

Current Zoning Commercial # 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: Robert McDonald Company Name: Cree Industrial Arts

Address: 4301 W. William Cannon Rd. STE. B150 # 300 City: Austin State: TX Zip: 78749

Phone: 512 696 3013 Cell #: 512 696 3013 Fax #: \_\_\_\_\_

Email Address: robert@creeindustrialarts.com

### PROPERTY OWNER INFORMATION:

Name: Darlo Sneed Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: TEMPLE State: TX Zip: 76503

Phone: \_\_\_\_\_ Cell #: 254.534.3486 Fax #: \_\_\_\_\_

Email Address: genesneed@sbcglobal.net

### ☐ 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)

Increase the height of the sign to 35'



# City of Temple Universal Application

(incomplete applications will not be accepted)

## CHECKLIST

Other required documents (All Checkboxes are available on Planning application website)	All Plans	CUP/IPS	Zone Change	Site Plan	I-35	I-35 Appeal	TMED	TMED Variance/Vol	FE Application	Abandonment Application	Abandonment Dispute	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 1<sup>st</sup> & 3<sup>rd</sup>/TMED/I-35: \$ \_\_\_\_\_

### FEE SCHEDULE

Abandonment	\$100.00
Board of Adjustment (Variance)	\$ 75.00
*Preliminary/Final Plan	\$150.00 + \$3.00/lot (residential) or \$10.00/acre (nonresidential)
Street Use License (SUL) (renewed every 15 years)	\$150.00
*Zone Change/CUP/PS/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: \_\_\_\_\_  
(Letter of authorization required if signature is other than property owner)

Print or Type Name: **Robert McDonald**

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: Darlo Seed  
(Date Signed: July 15, 2014)

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

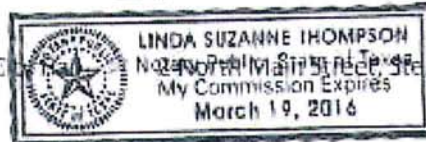
Print or Type Name: \_\_\_\_\_

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 intated.

Given under my hand and seal of office on this 15<sup>th</sup> day of July, 2014.

Linda Suzanne Thompson  
Notary Public Signature

SEAL



CITY OF TEMPLE • Planning & Zoning

City

2400 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: \_\_\_\_\_

## Bell CAD

## Property Search Results &gt; 454577 SNEED, DARLO EUGENE for Year 2014

## Property

**Account**

Property ID:	454577	Legal Description:	TRANUM SUBDIVISION PHASE VIII, BLOCK 001, LOT 0001, ACRES 2.06
Geographic ID:	0934594696	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

**Location**

Address:		Mapco:	
Neighborhood:	Temple	Map ID:	34C09
Neighborhood CD:	70		

**Owner**

Name:	SNEED, DARLO EUGENE	Owner ID:	775886
Mailing Address:	5702 S GENERAL BRUCE DR TEMPLE, TX 76502	% Ownership:	100.0000000000%

Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$166,977	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$89,734	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$256,711	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$256,711	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$256,711	

## Taxing Jurisdiction

Owner: SNEED, DARLO EUGENE  
 % Ownership: 100.0000000000%  
 Total Value: \$256,711

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	TAX APPRAISAL DISTRICT, BELL COUNTY	0.000000	\$256,711	\$256,711	\$0.00
CB	BELL COUNTY	0.421200	\$256,711	\$256,711	\$1,081.27
JTC	TEMPLE COLLEGE	0.203600	\$256,711	\$256,711	\$522.67
RRD	BELL COUNTY ROAD	0.029900	\$256,711	\$256,711	\$76.76
RSBIO	TEMPLE HEALTH AND BIOSCIENCE	0.022710	\$256,711	\$256,711	\$58.30
STEM	TEMPLE ISD	1.360000	\$256,711	\$256,711	\$3,491.27



TTE	CITY OF TEMPLE	0.586400	\$256,711	\$256,711	\$1,505.36
WCLW	CLEARWATER U.W.C.D.	0.004000	\$256,711	\$256,711	\$10.27
Total Tax Rate:		2.627810			
				Taxes w/Current Exemptions:	\$6,745.90
				Taxes w/o Exemptions:	\$6,745.88

## Improvement / Building

**Improvement #1:** COMMERCIAL **State Code:** F1 **Living Area:** 1110.0 sqft **Value:** \$22,305

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	OFFA		1990	1110.0
OP.	OPEN PORCH	*		1990	360.0

**Improvement #2:** COMMERCIAL **State Code:** F1 **Living Area:** 1575.0 sqft **Value:** \$19,109

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
AUT	AUTO SERVICE	AUTE		1990	1575.0

**Improvement #3:** COMMERCIAL **State Code:** F1 **Living Area:** 10080.0 sqft **Value:** \$125,563

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
AUT	AUTO SERVICE	AUTE		1992	10080.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COMM	COMMERCIAL	2.0600	89733.60	0.00	0.00	\$89,734	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	\$166,977	\$89,734	0	256,711	\$0	\$256,711

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/21/2013	1	WARRANTY DEED	TRANUM, JAMES E ETUX EVA MARIE	SNEED, DARLO EUGENE			201300027259
2	3/26/2013	4	SUBDIVISION	TRANUM, JAMES E ETUX EVA MARIE	TRANUM, JAMES E ETUX EVA MARIE			201300022982

## Tax Due

Property Tax Information as of 07/15/2014

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call Our Office In: \_\_\_\_\_ Belton (254)939-5841 \_\_\_\_\_ Killeen (254)634-9752 \_\_\_\_\_ Temple (254) 771-1108






# Notarized Submittal City

EchoSign Document History

July 15, 2014

Created:	July 15, 2014
By:	Robert CIA (robert@creeindustrialarts.com)
Status:	SIGNED
Transaction ID:	XBZ24IH4Q547AXT

## "Notarized Submittal City" History

-  Document created by Robert CIA (robert@creeindustrialarts.com)  
July 15, 2014 - 12:56 PM PDT - IP address: 74.213.33.98
-  Document emailed to Darlo Sneed (genesneed@sbcglobal.net) for signature  
July 15, 2014 - 12:57 PM PDT
-  Document viewed by Darlo Sneed (genesneed@sbcglobal.net)  
July 15, 2014 - 1:00 PM PDT - IP address: 107.107.191.13
-  Document e-signed by Darlo Sneed (genesneed@sbcglobal.net)  
Signature Date: July 15, 2014 - 1:06 PM PDT - Time Source: server - IP address: 107.107.191.13
-  Signed document emailed to Robert CIA (robert@creeindustrialarts.com) and Darlo Sneed (genesneed@sbcglobal.net)  
July 15, 2014 - 1:06 PM PDT







Project/ Location:  
**CALIBER COLLISION**  
5710 S General Bruce Dr,  
Temple, TX 76502



Account Rep: Robert  
Project Manager: Brandon

Drawn by: Robert  
Date: Jan 10th 2014

Job #: 20070  
Drawing #: 20070\_siteplan\_cc\_temple II

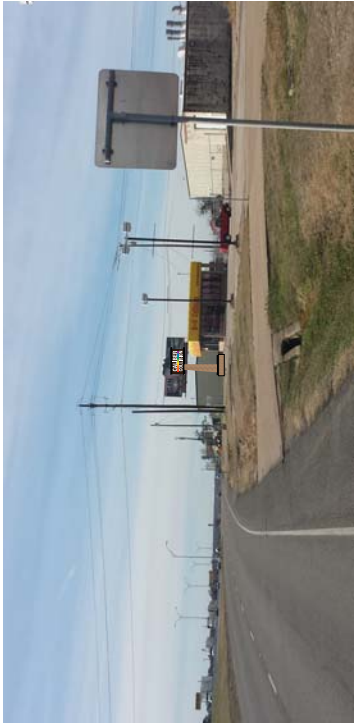
**CREE INDUSTRIAL ARTS**  
4600 MONTEREY OAKS BLVD SUITE 317 AUSTIN TX 78749



**B** POLE SIGN  
3/8" = 1'-0"

Quantity: One (1)  
Cabinet: Welded tubular frame. w/ Alum. plate; finished MP Black  
Overall Height: 8' - 0"  
Overall Length: 15' - 11 1/4"  
Total Sq.Ft: 130 sq/ft  
Face / Copy: White flex material with digitally printed faces  
printed graphics.

NOTES:  
• New 35' pole  
• All paint two-stage automotive acrylic



**B** POLE SIGN  
3/16" = 1'-0"

**CREE INDUSTRIAL ARTS**  
4301 W. William Cannon Rd. STE. B150 # 300 Austin, TX 78749

Job #: 20070  
Drawing #: 20070bw1st\_cc\_temple II

Drawn by: Robert  
Date: Jan 10th 2014

Account Rep: Robert  
Project Manager: Brandon

Project/ Location:

**CALIBER COLLISION**  
5710 S General Bruce Dr,  
Temple, TX 76502





5710 S. Gen. Bruce Site



Looking North



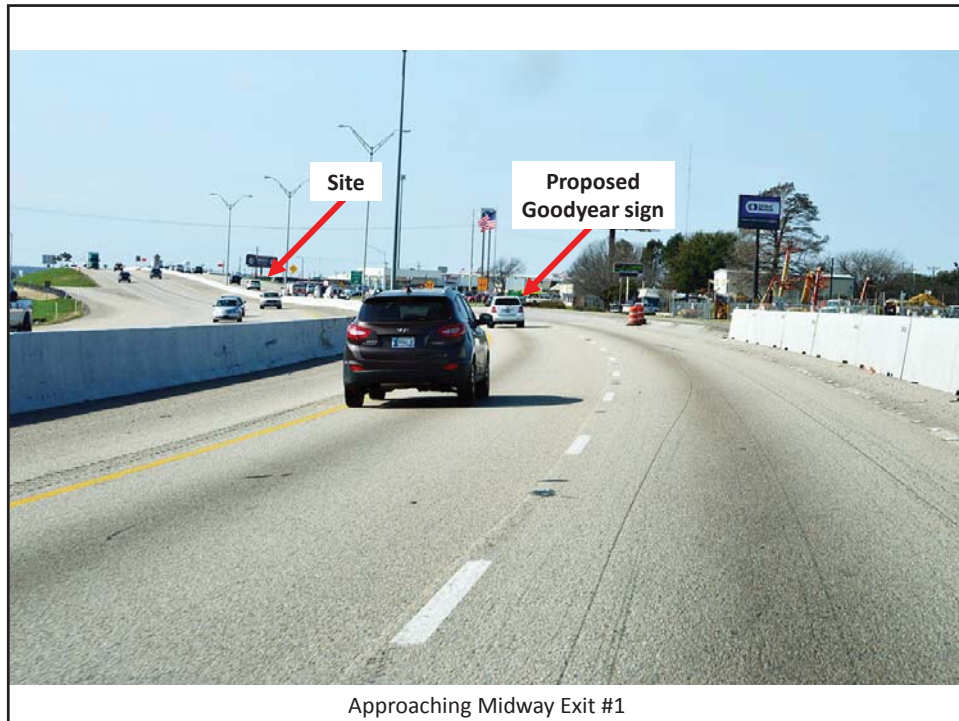




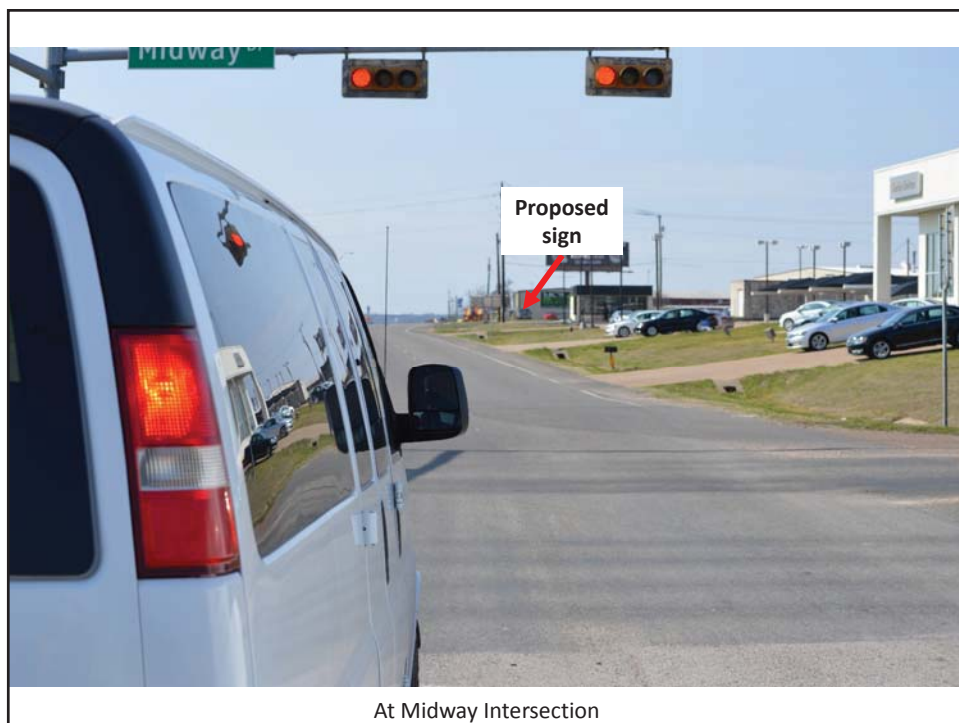
View of IH-35 directly in front of site



View of 47-foot tall Garlyn Shelton sign from site

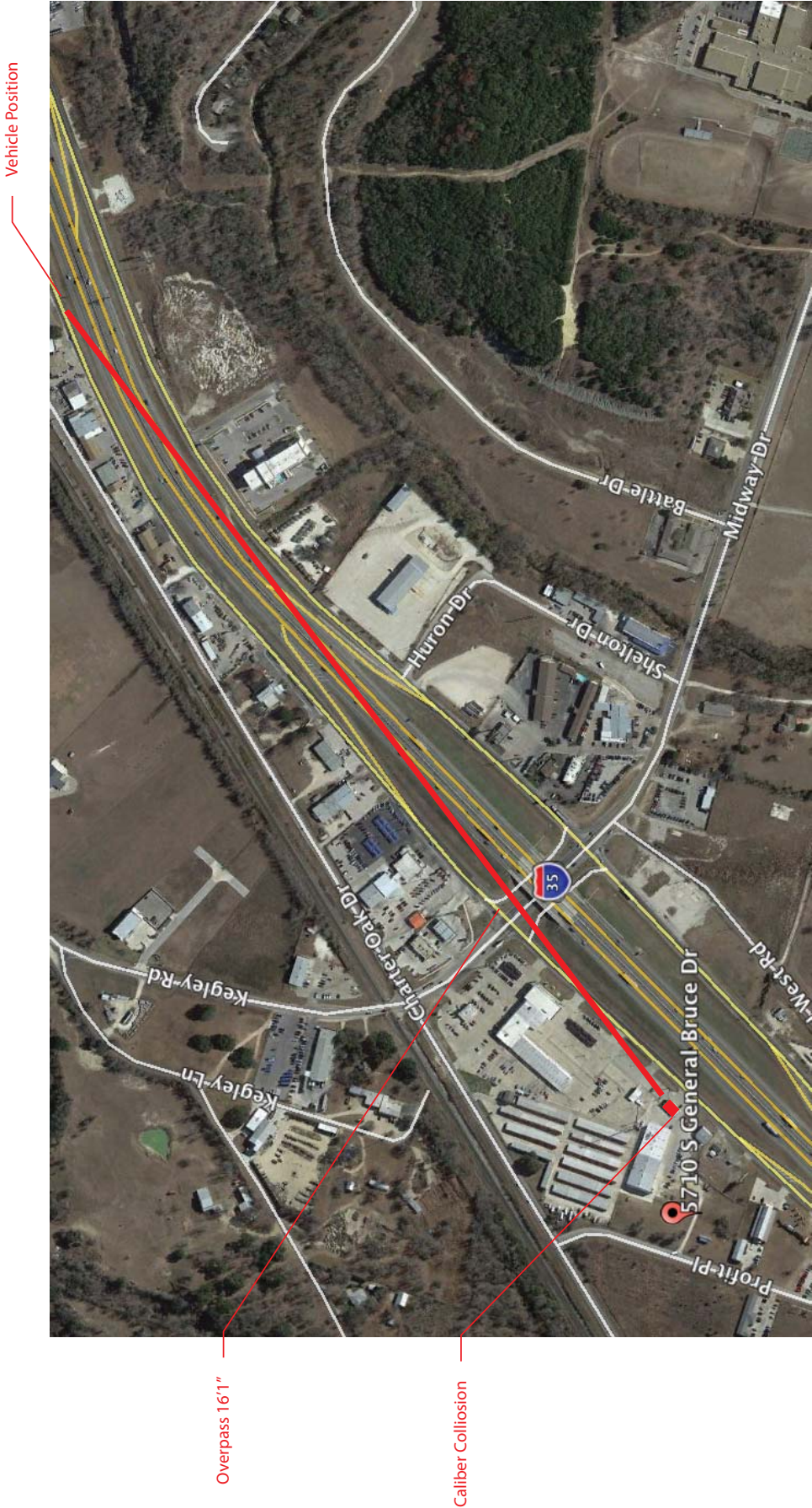












Project/ Location:

**CALIBER COLLISION**

5710 S General Bruce Dr,  
Temple, TX 76502



Account Rep: Robert

Project Manager: Brandon

Drawn by: Robert

Date: Jan 10th 2014

Job #: 20070

Drawing #: 20070\_siteplan\_cc\_temple II

**CREE INDUSTRIAL ARTS**

4301 W. William Cannon Rd. STE. B150 # 300 Austin, TX 78749

**EXCERPTS FROM THE  
PLANNING & ZONING COMMISSION MEETING  
TUESDAY, FEBRUARY 17, 2015**

**ACTION ITEMS**

**Item 2: I-FY-15-02** – Consider adopting a Resolution authorizing an Appeal of Standards in Section 6.7.5(j) of Unified Development Code related to a maximum sign height of 25 feet in the I-35 Corridor Overlay Zoning District for a proposed 35-foot tall pylon sign at 5710 S. General Bruce Drive.

Mr. Chandler, Director of Planning, stated the applicant was Robert McDonald who represented Caliber Collision.

This item is scheduled to go to City Council for March 5, 2015.

An aerial map is shown of the area.

This is an appeal to the sign height requirement in the I-35 Overlay District from the 25 foot maximum to a 35 foot tall sign.

The sign would be clad with masonry which would meet the standards, it would meet the 10 foot setback required, and would meet the sign face limitations (200 square feet per sign face) with a proposed amount of approximately 130 square feet.

Several surrounding properties are shown along with the proposed sign and existing site.

Staff recommends approval of the appeal as submitted for the following reasons:

It is the only location on the lot that would not impede traffic circulation or conflict with overhead utilities;

Height would ensure visibility above the 5806 South General Bruce Drive roofline; and

Would provide additional visibility to customers taking Midway Exit.

According to Sec. 7.6 of the General Sign code, the purpose is for:

Customers and other persons may locate a business or services;

A person or group is not arbitrarily denied the use of the sight lines from the public street right-of-way for communication purposes.

Mr. Chandler explained one of the differences for this appeal is the plan of the site view and the location near the exit. The business is past the intersection with multiple obstructions. In order to ensure visibility, the additional ten feet of height is justified. Also, the extra ten feet of height allows the neighboring business at 5806 South General Bruce Drive to have their wall sign be visible; otherwise, the wall sign would be covered up.

There is also quite a difference in elevation making viewing difficult.

Mr. Chandler explained the building location for the neighboring business is nonconforming. Their signage is currently in process to be permitted and will be smaller.

Wall signs are allowed in the I-35 Overlay.

Chair Rhoads asked Mr. McDonald to speak.

Mr. Robert McDonald, 2606 Wilson Street, Austin, TX 78704, stated the placement of the proposed pylon sign indicated on the drawing was approximately plus or minus two feet and the height was within plus or minus two feet.

Mr. McDonald explained the building is 15.4 feet tall.

Mr. Chandler added that off-premise signs, billboards, are typically 45 feet tall.

Commissioner Staats reminded the Commission that most of the previous times exceptions had been granted to the ordinance was because the business that was requesting it was a travel destination and people needed advance notice (gas station, restaurant, etc.) of where it was located. Commissioner Staats did not consider this request to be the same thing since people usually knew where they were going for the service.

Mr. Chandler added that by right, travel uses (hotels, motels, restaurants, etc.) are allowed to have 45 foot signs.

Chair Rhoads reiterated the issue of the 16 foot difference in elevation.

Commissioner Sears stated the height and curve of the road are an issue for Caliber Collision.

Mr. Chandler explained the City Council discussion regarding the Goodyear sign was about whether the additional ten feet was necessary for visibility of where it was.

Discussion about previous appeals and standards.

Commissioner Sears made a motion to approve Item 2, **I-FY-15-02**, as presented, and Commissioner Johnson made a second.

*Motion passed: (5:1)*

Commissioner Staats voted Nay;

Commissioners Pitts and Crisp and Vice-Chair Jones absent

RESOLUTION NO. \_\_\_\_\_

[PLANNING NO. I-FY-15-02]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS IN SECTION 6.7.5.J OF THE UNIFIED DEVELOPMENT CODE RELATED TO A MAXIMUM SIGN HEIGHT IN THE I-35 CORRIDOR OVERLAY ZONING DISTRICT LOCATED AT 5710 SOUTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, according to Section 7.6 of the Unified Development Code, which are the general sign standards, the purpose of the City's sign code is to "promote the efficient transfer of information in sign messages so that those signs that provide messages and information most needed and sought by the public are given priorities, businesses and services may identify themselves, customers and other persons may locate a business or services and a person or group is not arbitrarily denied the use of the sight lines from the public street right-of-way for communication purposes;

**Whereas**, this project is located in the Freeway Retail/Commercial Sub-District of the I-35 Corridor Overlay District at 5710 South General Bruce Drive - the applicant, Caliber Collision, is requesting a 35 foot tall pylon sign;

**Whereas**, all new signage in the Overlay District must conform to Sec. 6.7.5.J of the Unified Development Code - other than height, the proposed signage meets all of the other standards for "pylon" signs;

**Whereas**, staff recommends approval of the appeal and the site plan shown on Exhibit 'A' and the sign specifications shown on Exhibit 'B' for a proposed 35-foot tall pylon sign at 5710 S. 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 6.7.5.J of the Unified Development Code related to a maximum sign height of 25 feet in the I-35 Corridor Overlay Zoning District for a proposed 35-foot tall pylon sign at 5710 S. General Bruce Drive (Caliber Collision).

**Part 2:** It is hereby officially found and determined that the meeting at which this Resolution was 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 5<sup>th</sup> day of **March**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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### **DEPT./DIVISION SUBMISSION & REVIEW:**

Lacy Borgeson, City Secretary

**ITEM DESCRIPTION:** Consider adopting a resolution appointing members to the following City boards and commissions:

- (A) Building and Standards Commission – three alternate members to fill expiring terms through March 1, 2017; two members to fill expiring terms through March 1, 2017
- (B) Development Standards Advisory Board – three members to fill expiring terms through March 1, 2018
- (C) Parks and Leisure Services Advisory Board – four members to fill expiring terms through March 1, 2018; one member to fill an unexpired term through March 2016
- (D) Zoning Board of Adjustment – two members to fill expiring terms through March 1, 2017; and two alternate members to fill expiring terms through March 1, 2017

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

**ITEM SUMMARY:** In accordance with the City Council adopted policies governing the appointment and training of citizens to City boards, appointments to the above stated boards are to be made with an effective date of March 1, 2014.

Please see the attached board summary forms, which list current board members, purpose, membership requirements, term and meeting time/place for the boards. Also attached is a summary listing of all applications received for board appointments. Individual board application forms on file for these boards have already been provided. New application forms received will be forwarded to the Council as received by the City Secretary.

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

Board Summary Forms- to be provided  
Board Applications – to be provided  
Resolution - to be provided upon recommendation