



**MEETING OF THE  
TEMPLE CITY COUNCIL  
MUNICIPAL BUILDING  
2 NORTH MAIN STREET  
3<sup>rd</sup> FLOOR – CONFERENCE ROOM  
THURSDAY, SEPTEMBER 3, 2015  
3:00 P.M.**

**AGENDA**

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, September 3, 2015.
2. Receive and update with regards to the Temple Medical Education District.
3. Discuss various Board Appointments.

**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. Tanya Gray, Keep Temple Beautiful, to present the Governor's Community Achievement Award check to Council.

**IV. PROCLAMATIONS & SPECIAL RECOGNITIONS**

4. Constitution Week                      September 17-23, 2015

**V. PUBLIC HEARING & ANNEXATION**

5. **PUBLIC HEARING** – Receive Municipal Service Plan and conduct a public hearing to receive comments on the proposed annexation of approximately 282.73 acres of City-owned property located to the south of Little Flock Road and to the West of Bob White Road to be used for future expansion of the City of Temple landfill.

**VI. CONSENT AGENDA**

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

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

## **Minutes**

- (A) [July 30, 2015 Special Called & Regular Meeting](#)
- (B) [August 14, 2015 Special Called Meeting](#)
- (C) [August 20, 2015 Special Called & Regular Meeting](#)

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

- (D) [2015-7786-R](#): Consider adopting a resolution authorizing a construction contract with B-Corp Utilities, Inc. of Gatesville for construction of the Transmission Main from Water Plant to Loop 363 Phase I in an amount not to exceed \$675,901.43, as well as, declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.
- (E) [2015-7787-R](#): Consider adopting a resolution authorizing change order #1 to the construction contract with Gary W. Purser Construction, Ltd., of Killeen, for a lump sum price totaling \$32,692.60 for the McLane Parkway to Research Parkway Connector and Pepper Creek Regional Detention Pond in the northwest industrial park.
- (F) [2015-7788-R](#): Consider adopting a resolution authorizing a contract with Turley Associates, Inc., in the amount of \$47,500, for professional services required for a pedestrian sidewalk extension along Tarver Drive.
- (G) [2015-7789-R](#): Consider adopting a resolution authorizing a one-year construction contract with Wilson Construction Services, LLC of Belton, in the estimated annual amount of \$80,000, for concrete repair and construction services for FY 2016.
- (H) [2015-7790-R](#): Consider adopting a resolution authorizing an annual services agreement with Special Protective Service of San Antonio, in the estimated annual amount of \$28,720, for security guard services at the Temple Public Library for FY 2016.
- (I) [2015-7791-R](#): Consider adopting a resolution authorizing a five year lease extension with Family Promise, Inc., for lease of space in the building formerly known as Fire Station No. 2, located at 1018 East Avenue A.
- (J) [2015-7792-R](#): Consider adopting a resolution authorizing a five-year lease extension with Temple Community Free Clinic, Inc. for lease of City-owned property located in the Jeff Hamilton Community Center for operation of a free health care clinic.
- (K) [2015-7793-R](#): Consider adopting a resolution authorizing a professional services agreement with Gallagher Benefit Services, Inc., at an annual cost of \$44,400, for employee benefits consulting services for Fiscal Year 2016.
- (L) [2015-7794-R](#): Consider adopting a resolution authorizing the following with regards to jail services provided by Bell County Law Enforcement Center:
  - 1. An increase of the authorized expenditure for FY2015 from \$74,500 to \$104,500, an increase of \$30,000; and
  - 2. The purchase of jail services for FY2016 in the amount of \$74,500.

- (M) [2015-7795-R](#): Consider adopting a resolution authorizing a purchase from Cornerstone OnDemand, Inc. of Santa Monica, California, in the amount of \$71,497, for a learning management system subscription.
- (N) [2015-7796-R](#): Consider adopting a resolution authorizing Amendment No. One for “Administration and Management Agreement” between the City of Temple, City of Belton, and the Brazos River Authority for administration of the Cities of Temple and Belton Industrial Pretreatment Programs.
- (O) [2015-7797-R](#): Consider adopting a resolution authorizing payment of the annual invoice from Brazos River Authority in the amount of \$176,250, which covers the availability of 2,500 acre-feet of water per year to the City for FY 2016.
- (P) Consider adopting resolutions authorizing FY 2016 contract renewals for the following:
1. [2015-7798-R](#): Water Meter Reading Services – Alexander’s Contract Services, Inc., in the estimated annual amount of \$270,000
  2. [2015-7799-R](#): Tires Southern Tire Mart, LLC, in the estimated annual amount of \$200,000
  3. [2015-7800-R](#): Statement Printing & Mailing Services for Utility Bills and Delinquent Notices– DataProse, LLC, in the estimated annual amount of \$180,000
  4. [2015-7801-R](#): Hauling and Disposal of Sludge – S&M Vacuum & Waste, Ltd., in the estimated annual amount of \$160,000
  5. [2015-7802-R](#): HVAC Repair Services – Temple Heat & Air, LLC, in the estimated annual amount of \$154,000
  6. [2015-7803-R](#): Books, Audios & Videos – Baker & Taylor, Inc., Brodart Co, and Scholastic Library Publishing, Inc. in the estimated annual amount of \$105,000
  7. [2015-7804-R](#): Construction Material Testing – Langerman Foster Engineering Company LLC, in the estimated annual amount of \$70,000
  8. [2015-7805-R](#): Water System Leak Detection Services – Wachs Valve and Hydrant Services, LLC, in the estimated annual amount of \$70,000
  9. [2015-7806-R](#): Oil & Lubricants – Brazos Valley Lubricants, in the estimated annual amount of \$60,000
  10. [2015-7807-R](#): Low-Voltage Electrical Services – Bluebonnet Electrical Services, Inc., in the estimated annual amount of \$60,000
  11. [2015-7808-R](#): Electrical Supplies – Dealers Electrical Supply, in the estimated annual amount of \$50,000
  12. [2015-7809-R](#): Janitorial Services at the Summit – Jani King of Austin, in the estimated annual amount of \$42,548
  13. [2015-7810-R](#): Large Water Meter Testing and Repair Services – Great Southwest Meters, Inc., in the estimated annual amount of \$40,000
  14. [2015-7811-R](#): Industrial Electrical Services – T. Morales Company Electric & Controls, Ltd., in the estimated annual amount of \$40,000
  15. [2015-7812-R](#): Cotton and Cotton-blend T-Shirt Design & Printing – Proctor & Rose Custom Screen Printing Plus, in the estimated annual amount of \$35,000
  16. [2015-7813-R](#): Plumbing Supplies – Ham & McCreight Supply, Inc., in the estimated annual amount of \$33,000
  17. [2015-7814-R](#): Building Materials – Lengefeld Lumber Company, in the estimated annual amount of \$30,000
  18. [2015-7815-R](#): Medium Duty Truck Brakes – Russell & Smith Ford, in the estimated annual amount of \$30,000



19. [2015-7816-R](#): Printing of Play-by-Play Brochures – Signature Offset, in the estimated annual amount of \$30,000
20. [2015-7817-R](#): Asbestos Inspection & Consulting Services – Austin Environmental, Inc., in the estimated annual amount of \$30,000
21. [2015-7818-R](#): Hauling and Disposal of CIP Waste from WTP – Magna-Flow Environmental, in the estimated annual amount of \$29,600
22. [2015-7819-R](#): Plumbing Repair Services – C.A.P.'s Mechanical, in the estimated annual amount of \$30,000
23. [2015-7820-R](#): Sodium Hypochlorite, Hydrochloric Acid, Cyanuric Acid and Muriatic Acid – Poolsure, in the estimated annual amount of \$25,000
24. [2015-7821-R](#): Lighting Supplies – Dealers Electrical Supply, in the estimated annual amount of \$25,000
25. [2015-7822-R](#): Telemetry/SCADA Services – T. Morales Company Electric & Controls, Ltd., in the estimated annual amount of \$25,000
26. [2015-7823-R](#): Dri Fit T-shirts Design & Printing – Sports World, in the estimated annual amount of \$25,000
27. [2015-7824-R](#): Online Auction Services – GovDeals, Inc., for a fee of 2.5% of the winning bid values

(Q) Consider adopting resolutions authorizing the following cooperative purchases for FY 2016:

1. [2015-7825-R](#): Cellular Services – Verizon Wireless, utilizing a State of Texas DIR contract, in the total estimated annual amount of \$250,000
2. [2015-7826-R](#): Office Supplies – Perry Office Plus, Inc., utilizing a BuyBoard contract, in the estimated annual amount of \$130,000
3. [2015-7827-R](#): Janitorial Supplies – Gulf Coast Paper Company, utilizing a BuyBoard contract, in the estimated annual amount of \$110,000
4. [2015-7828-R](#): Sewer Line Chemical Root Control Services – Duke's Root Control, Inc., in the estimated annual amount of \$65,000
5. [2015-7829-R](#): Automotive Repair Parts – O'Reilly's Auto Parts, utilizing a BuyBoard contract, in the estimated annual amount of \$61,000

## **ORDINANCES – SECOND & FINAL READING**

(R) [2015-4726](#): SECOND & FINAL READING – A-FY-15-02: Consider adopting an ordinance abandoning a right-of-way consisting of 0.089 +/- acre, approximately 31.60 feet wide, formerly known as part of Old Belton Road, partially established by use, and partially dedicated by the plat of Hillside Addition, according to the plat recorded in Volume 397, Page 280, of the Deed Records of Bell County, Texas, and requiring conveyance of a 15 foot wide public utility easement on the property addressed as 3010 South General Bruce Drive.

## **Misc.**

(S) [2015-7830-R](#): Consider adopting a resolution adopting an updated building permits fee schedule for permits processed through the City of Temple Permits Office to become effective October 1, 2015.

- (T) [2015-7831-R](#): Consider adopting a resolution funding the rates for medical/prescription insurance and dental insurance for employees and under age 65 retirees, as well as Life Insurance, Accidental Death & Dismemberment Insurance, Long Term Disability Insurance.
- (U) [2015-7832-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2014-2015.

## **V. REGULAR AGENDA**

### **ORDINANCES – FIRST READING / PUBLIC HEARING**

- 7. [2015-4729](#): FIRST READING – PUBLIC HEARING – A-FY-15-05: Consider an Ordinance authorizing closure to through traffic of the north 205 feet of the public alley abutting the east side of Optimist Park between West Nugent Avenue and West Munroe Avenue, as dedicated and described in the plat of record in volume 387, page 102 of the real property records of Bell County Texas.
- 8. [2015-4724](#): FIRST READING – PUBLIC HEARING - Z-FY-15-23: Consider adopting an ordinance authorizing a Conditional Use Permit for Lots 4-6, Block 3, Moore's Knight Addition, located at 111-119 South 33rd Street, allowing a Substance Abuse Treatment Facility.
- 9. [2015-4730](#): FIRST READING – Consider adopting an ordinance granting a franchise to Lossen Bros., Inc. to allow for the rental and setting of 30 and 40 yard dumpsters, as well as hauling and disposing of construction site waste within the City of Temple.

### **ORDINANCES – SECOND & FINAL READING**

- 10. [2015-4725](#): SECOND & FINAL READING - Consider adopting an ordinance amending the Code of Ordinances, Chapter 6, "Animals and Fowl".

### **RESOLUTIONS**

- 11. [2015-7833-R](#): I-FY-15-04 – Consider adopting a resolution authorizing an Appeal of Standards to Sec. 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping for a proposed distribution center at 5141 North General Bruce Drive.
- 12. [2015-7834-R](#) Consider adopting a resolution approving certain amendments to the Bylaws of the Temple Economic Development Corporation.
- 13. [2015-7835-R](#): Consider adopting a resolution appointing members to the following City of Temple boards and commissions:
  - (A) Airport Advisory Board – two members to fill expiring terms through September 1, 2018
  - (B) Animal Services Advisory Board – three members to fill an expiring terms through September 1, 2018; one member to fill an expiring term through September 1, 2017; one municipal official as a standing appointment; and appoint Chair for the period of September 1, 2015 through August 31, 2016
  - (C) Civil Service Commission - one member to fill expiring term through September 1, 2018; and one member to fill an unexpired term through September 1, 2016
  - (D) Library Board – three members to fill expiring terms through September 1, 2018;

- (E) Planning & Zoning Commission – three members to fill expiring terms through September 1, 2018
- (F) Reinvestment Zone No. 1 Board of Directors – nine members to fill expiring terms through September 1, 2017; and one member to fill an unexpired term through September 1, 2016
- (G) Temple Economic Development Corporation – four members to fill expiring terms through September 1, 2018; and two members to fill unexpired terms through September 1, 2017
- (H) Temple Public Safety Advisory Board – three members to fill expiring terms through September 1, 2018

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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 12:45 PM, on Friday, August 28, 2015.



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City Secretary, TRMC  
City of Temple



## CITY COUNCIL ITEM MEMORANDUM

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09/03/15  
Item #5  
Regular Agenda  
Page 1 of 1

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

Brian Chandler, Director of Planning

**ITEM DESCRIPTION:** PUBLIC HEARING – Receive Municipal Service Plan and conduct a public hearing to receive comments on the proposed annexation of approximately 282.73 acres of City-owned property located to the south of Little Flock Road and to the West of Bob White Road to be used for future expansion of the City of Temple landfill.

**STAFF RECOMMENDATION:** Receive staff presentation on the Municipal Service Plan, as required by State law, hold public hearing and take no action at this time.

**ITEM SUMMARY:** In recent years, the City has purchased approximately 282.73 acres of land located along the eastern boundary of the City's landfill. The property was purchased to be used for future expansion of the landfill. The property lies within the City's extraterritorial jurisdiction (ETJ). City staff is recommending annexation of the area before expansion of the landfill begins.

Pursuant to Chapter 43 of the Local Government Code, the City must adopt a Municipal Service Plan for the annexed area and conduct two public hearings. City Council adopted a resolution on July 30, 2015 to direct Staff to develop the Municipal Service Plan and set the dates for the public hearings. The purpose of the plan is to provide a comprehensive snapshot of the City services that would be provided for the property after annexation. The plan has been sent to the relevant City departments and their input has been incorporated into the document.

The proposed dates for the public hearings are September 3, 2015 (regular meeting) and September 4, 2015, (special meeting, 8:30 a.m., Council Chambers). Planning staff will present a municipal services plan at the hearing on September 3, 2015, as required by state law, showing how the City will serve the area proposed to be annexed. The proposed schedule anticipates completion of annexation proceedings through a Second Reading at City Council on October 2, 2015. Zoning for the property will be requested at a future date

**FISCAL IMPACT:** Future landfill development will not affect the City's Ad Valorem Tax Base, since the property is already owned by the City of Temple.

### **ATTACHMENTS:**

[Municipal Service Plan](#)

[Aerial Map of Proposed Annexation Area](#)

**CITY OF TEMPLE**  
**ANNEXATION SERVICE PLAN—CITY-INITIATED ANNEXATION**  
**Future Landfill Property**

For an annexation of approximately 282.73 acres of City-owned property located to the south of Little Flock Road and to the West of Bob White Road to be used for future expansion of the City of Temple landfill and being more particularly depicted as Exhibit “A” (Aerial Map) of the Annexation Ordinance (2015-####).

**SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION**

**1. POLICE PROTECTION**

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

**2. FIRE PROTECTION AND AMBULANCE SERVICE**

The City will provide fire protection from Station 2 to the newly-annexed area at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density. The City will provide First Responder services through its Fire Department and contract for emergency medical services (EMS) through the Scott & White EMS System.

**3. SOLID WASTE COLLECTION**

Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to the newly-annexed area where services are required until such time as the tract has fully transitioned to its intended use as a solid waste disposal facility. Private contractors currently providing sanitation collecting services in the area may continue to do so for up to two years. The City Council anticipates that once the newly- annexed area has transitioned to a solid waste disposal collecting services will no longer be needed for the subject tract.

**4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES**

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

**5. MAINTENANCE OF ROADS AND STREETS**

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

## 6. MAINTENANCE OF PUBLIC PARKS, PLAYGROUNDS AND SWIMMING POOLS

No public parks, playgrounds or swimming pools are currently located in the area proposed for annexation, nor are any proposed, according to the Parks and Recreation Department.

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

The City will maintain such areas to the same extent and degree that it maintains publicly-owned facilities, buildings or municipal services of the City now incorporated in the City.

## 8. INSPECTIONS

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

## 9. CODE ENFORCEMENT

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

## 10. MOWING

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

## CAPITAL IMPROVEMENTS

### 1. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

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

### 2. ROADS AND STREETS

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

accordance with the specifications required by the City for the properly dedicated street. City participation in capital expenditures will be in accordance with city policies.

3. WATER AND WASTEWATER FACILITIES

The City of Temple has water facilities available to the abutting site and does not anticipate extending facilities are proposed for annexation due to the nature of the anticipated use.

Currently, there are no wastewater treatment providers within the boundaries of the voluntary annexation and property owners rely on on-site sewage facilities (septic systems). Other areas of the City of Temple with similar topography, land use, and population density as those found in the boundaries of the voluntary annexation also rely on on-site sewage facilities for wastewater infrastructure. For this reason and in accordance with Local Government Code Section 43.056(g), the City proposes no extensions of wastewater facilities within the boundaries of the voluntary annexation.

**SPECIFIC FINDINGS**

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

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

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

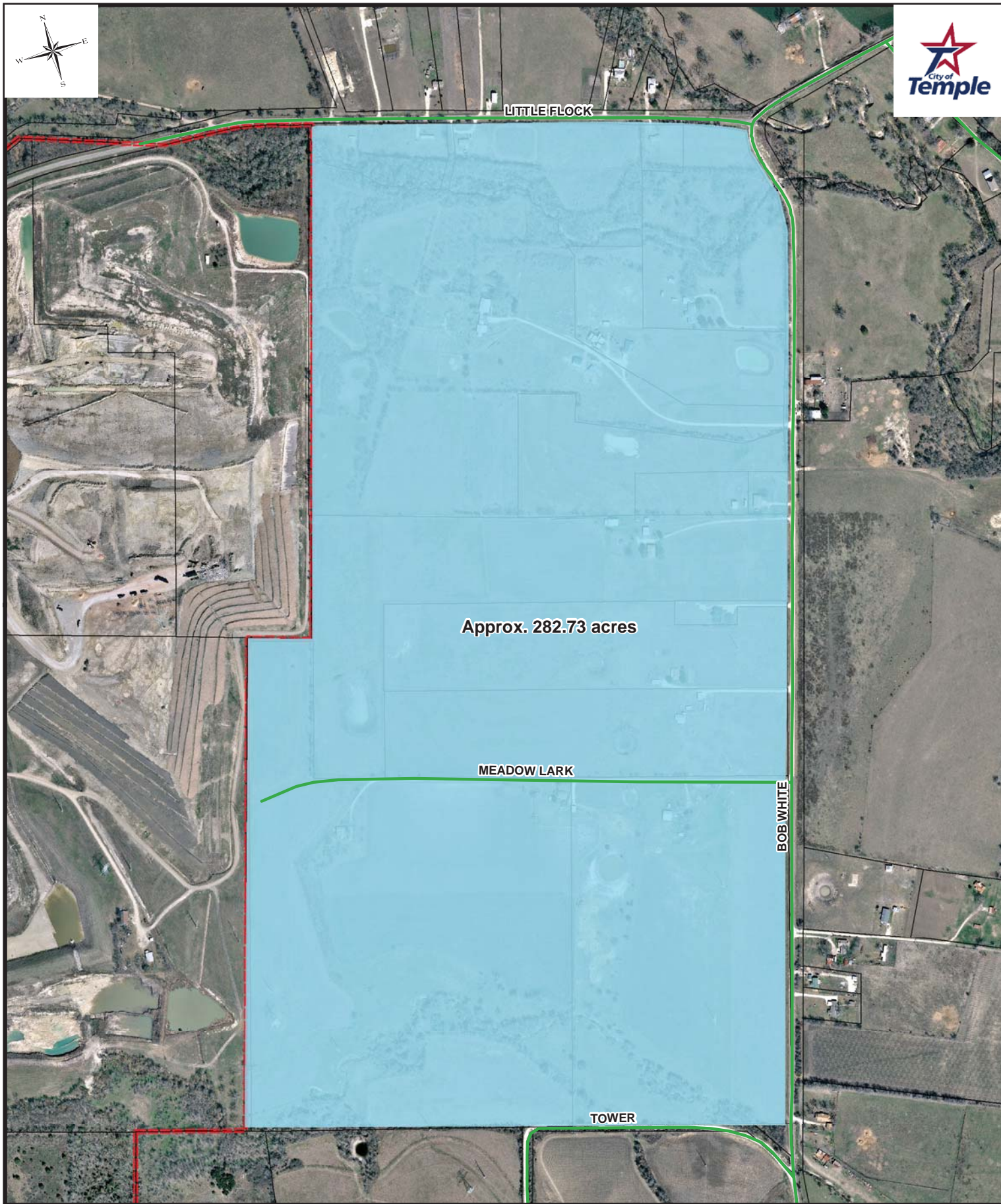
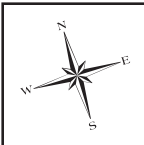
City of Temple, Texas

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary





- Streets
- AnnexationProperty
- Temple City Limits
- Parcels

Property ID: 113675, 113676, 32031, 19961, 40493  
69710, 440770, 48937, 27404, 316481  
316479, 117345, 99392, 117344, 45353  
Approx. 282.73 acres of land to be annexed by the City of Temple

DISCLAIMER:  
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.





## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(A,B,C)  
Consent Agenda  
Page 1 of 1

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

Lacy Borgeson, City Secretary

**ITEM DESCRIPTION:** Approve Minutes:

- (A) July 30, 2015 Special Called & Regular Meeting
- (B) August 14, 2015 Special Called Meeting
- (C) August 20, 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:**

July 30, 2015 Special Called & Regular Meeting(To Be Provided)  
August 14, 2015 Special Called Meeting(To Be Provided)  
August 20, 2015 Special Called & Regular Meeting(To Be Provided)



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(D)  
Consent Agenda  
Page 1 of 1

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a construction contract with B-Corp Utilities, Inc. of Gatesville for construction of the Transmission Main from Water Plant to Loop 363 Phase I in an amount not to exceed \$675,901.43, as well as, declare an official intent to reimburse the expenditures with the issuance of 2015 Utility Revenue Bonds.

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

**ITEM SUMMARY:** This existing 18" transmission main is one of the primary water mains providing water to the City and was constructed approximately 70 years ago. This water main has experienced numerous failures in the recent past and has reached the end of its useful life. The replacement of the transmission main was identified in the 2008 Master Plan.

On August 6, 2015, 12 bids were received for construction of the project. Per the attached bid tabulation, B-Corp submitted the low bid on the project in the amount of \$675,901.43. The bids ranged from this low bid to \$1,016,186.45.

Both KPA and Public Works agree that B-Corp is qualified to complete this project and recommend award of the construction contract to them in the total bid amount of \$675,901.43. Construction time allotted for the project is 180 days.

**FISCAL IMPACT:** This project is being funded with the issuance of Utility Revenue Bonds in FY 2015. Funding will be available in account 561-5200-535-6939, project #100608, for the construction contract award to B-Corp Utilities, Inc. in an amount not to exceed \$675,901.43.

**ATTACHMENTS:**

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



**BID TABULATION**  
**CITY TEMPLE, TEXAS**  
**TRANSMISSION MAIN FROM WTP TO LOOP 363 PHASE I**

2011-119-40

August 6, 2015; 2:00 PM

BIDDER INFORMATION															
			B-Corp Utilities, Inc. P.O. Box 691 Gatesville, TX 76528	TTG Utilities LP 231 Memorial Drive Gatesville TX 76528		Nelson Lewis, Inc. 450 FM 1431 Marble Falls, TX 78654		Wolff Construction, LP 8631 Amity School Rd Belton, TX 78513		Prota, Inc. 4805 Doss Rd, Building 1 Austin, TX 78734		Whitestone Civil Construction, LLC 2413 Sweetwater Lane Cedar Park, TX 78630			
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 32,114.00	\$ 32,114.00	\$ 15,750.00	\$ 15,750.00	\$ 36,000.00	\$ 36,000.00	\$ 22,903.90	\$ 22,903.90	\$ 36,800.00	\$ 36,800.00	\$ 19,000.00	\$ 19,000.00
2	4,022	LF	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of ROW	1.09	4,383.98	4.50	18,099.00	2.00	8,044.00	5.76	23,166.72	3.25	13,071.50	5.00	20,110.00
3	100%	LS	Submit Trench Safety Plan prepared & signed by PE	1,556.00	1,556.00	600.00	600.00	2,500.00	2,500.00	873.75	873.75	1,000.00	1,000.00	1,200.00	1,200.00
4	4,022	LF	Implement & Follow Trench Safety Plan (Pipe)	1.00	4,022.00	2.00	8,044.00	1.00	4,022.00	1.75	7,038.50	1.00	4,022.00	1.00	4,022.00
5	3,860	SF	Implement & Follow Trench Safety Plan (Bore Pits)	1.00	3,860.00	2.25	8,685.00	1.00	3,860.00	1.17	4,516.20	2.00	7,720.00	1.00	3,860.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	2,083.00	2,083.00	950.00	950.00	3,000.00	3,000.00	2,213.50	2,213.50	2,500.00	2,500.00	1,500.00	1,500.00
7	100%	LS	Prepare & Submit a Control Plan prepared & signed by a P.E. for Vehicular Traffic	1,755.00	1,755.00	1,730.00	1,730.00	1,000.00	1,000.00	4,660.00	4,660.00	1,500.00	1,500.00	2,500.00	2,500.00
8	100%	LS	Implement & Administer Barricade, Signing & Traffic Safety Plan	1,755.00	1,755.00	4,880.00	4,880.00	1,000.00	1,000.00	7,595.80	7,595.80	1,500.00	1,500.00	3,000.00	3,000.00
9	100%	LS	Provide Project Record Drawings (As Builts)	450.00	450.00	600.00	600.00	400.00	400.00	2,912.50	2,912.50	800.00	800.00	500.00	500.00
10	100%	LS	Provide DVD of right-of-way pre-construction & post construction site conditions	480.00	480.00	250.00	250.00	700.00	700.00	1,165.00	1,165.00	1,500.00	1,500.00	1,000.00	1,000.00
11	4,022	LF	Provide Clean-up & Final Grading Along Final Pipeline Route	2.00	8,044.00	2.00	8,044.00	1.00	4,022.00	1.92	7,722.24	1.25	5,027.50	2.00	8,044.00
12	3,994	LF	Provide & Install 24" Diameter Class 200 Ductile Iron Water Line, including Thrust Restraint	93.83	374,757.02	102.50	409,385.00	90.50	361,457.00	101.93	407,108.42	117.00	467,298.00	122.00	487,268.00
13	28	LF	Provide & Install 18" Diameter Class 250 Ductile Iron Water Line, including Thrust Restraint	98.04	2,745.12	98.00	2,744.00	100.00	2,800.00	94.04	2,633.12	100.00	2,800.00	160.00	4,480.00
14	119	LF	Provide & Install 36" Diameter Steel Encasement by Bore	505.08	60,104.52	450.00	53,550.00	675.00	80,325.00	734.24	87,374.56	590.00	70,210.00	650.00	77,350.00
15	43	LF	Provide & Install 36" Diameter Steel Encasement by Open Cut	216.44	9,306.92	232.00	9,976.00	250.00	10,750.00	368.93	15,863.99	100.00	4,300.00	250.00	10,750.00
16	1	EA	Furnish & Install 18" Gate Valve	8,973.00	8,973.00	9,790.00	9,790.00	15,000.00	15,000.00	9,722.79	9,722.79	10,000.00	10,000.00	11,000.00	11,000.00
17	3	EA	Furnish & Install 24" Gate Valve	12,758.00	38,274.00	14,550.00	43,650.00	21,000.00	63,000.00	14,954.33	44,862.99	18,750.00	56,250.00	20,000.00	60,000.00
18	1	EA	Provide & Install 24" x 18" Tee	2,146.00	2,146.00	2,850.00	2,850.00	4,000.00	4,000.00	2,421.20	2,421.20	2,500.00	2,500.00	3,500.00	3,500.00
19	1	EA	Provide & Install 18" x 18" Tee	1,610.00	1,610.00	2,020.00	2,020.00	3,000.00	3,000.00	1,922.95	1,922.95	1,800.00	1,800.00	4,500.00	4,500.00
20	1	EA	Provide & Install 24" x 18" Reducer	1,124.00	1,124.00	1,230.00	1,230.00	2,000.00	2,000.00	1,066.59	1,066.59	1,400.00	1,400.00	1,700.00	1,700.00
21	1	EA	Provide & Install 24" Plug	1,039.00	1,039.00	970.00	970.00	2,000.00	2,000.00	985.55	985.55	1,200.00	1,200.00	1,800.00	1,800.00
22	2	EA	Provide & Install 18" Plug	775.00	1,550.00	1,010.00	2,020.00	1,400.00	2,800.00	689.92	1,379.84	700.00	1,400.00	900.00	1,800.00
23	1	EA	Provide & Install Ductile Iron 90° Bends, 24" Diameter	1,934.00	1,934.00	2,220.00	2,220.00	3,500.00	3,500.00	1,993.23	1,993.23	2,000.00	2,000.00	3,000.00	3,000.00
24	8	EA	Provide & Install Ductile Iron 45° Bends, 24" Diameter	1,586.38	12,691.04	1,820.00	14,560.00	1,800.00	14,400.00	1,718.10	13,744.80	1,700.00	13,600.00	2,500.00	20,000.00
25	4	EA	Provide & Install Ductile Iron 22 1/2° Bends, 24" Diameter	1,466.00	5,864.00	1,740.00	6,960.00	3,000.00	12,000.00	1,656.59	6,626.36	1,650.00	6,600.00	2,300.00	9,200.00
26	12	EA	Provide & Install Ductile Iron 11 1/4° Bends, 24" Diameter	1,418.83	17,025.96	1,700.00	20,400.00	3,000.00	36,000.00	1,609.62	19,315.44	1,600.00	19,200.00	2,200.00	26,400.00
27	1	EA	Provide & Install Ductile Iron 45° Bends, 18" Diameter	1,096.00	1,096.00	1,450.00	1,450.00	2,000.00	2,000.00	1,286.96	1,286.96	1,200.00	1,200.00	1,700.00	1,700.00
28	1	EA	Provide & Install Ductile Iron 22 1/2° Bends, 18" Diameter	1,008.00	1,008.00	1,350.00	1,350.00	2,000.00	2,000.00	1,199.16	1,199.16	1,200.00	1,200.00	1,500.00	1,500.00
29	2	EA	Furnish & Install Standard Fire Hydrant	5,215.00	10,430.00	5,600.00	11,200.00	7,000.00	14,000.00	5,133.93	10,267.86	4,600.00	9,200.00	5,500.00	11,000.00
30	1	EA	Furnish & Install Air/Vacuum Release Valve	8,681.00	8,681.00	10,000.00	10,000.00	10,000.00	10,000.00	7,767.58	7,767.58	8,500.00	8,500.00	8,700.00	8,700.00
31	2	EA	Connect to Existing 18" Water Line	3,567.50	7,135.00	2,430.00	4,860.00	4,000.00	8,000.00	3,625.27	7,250.54	2,000.00	4,000.00	6,500.00	13,000.00
32	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Water Pipe	4,045.50	4,045.50	4,100.00	4,100.00	1,500.00	1,500.00	3,390.15	3,390.15	1,500.00	1,500.00	10,000.00	10,000.00
33	100%	LS	Furnish & Install Sampling Stations for Microbiological Testing in accordance with AWWA C-651	2,954.50	2,954.50	6,800.00	6,800.00	2,500.00	2,500.00	3,962.69	3,962.69	1,000.00	1,000.00	4,000.00	4,000.00
34	100%	LS	Furnish & Install Temporary Flush Assembly	5,695.00	5,695.00	3,030.00	3,030.00	6,000.00	6,000.00	3,515.23	3,515.23	10,000.00	10,000.00	4,500.00	4,500.00
35	43	LF	Furnish & Install Asphalt Driveway Replacement	27.00	1,161.00	26.00	1,118.00	40.00	1,720.00	70.16	3,016.88	25.00	1,075.00	100.00	4,300.00
36	183	LF	Furnish & Install Gravel Driveway Replacement	18.70	3,422.10	38.00	6,954.00	10.00	1,830.00	26.20	4,794.60	10.00	1,830.00	25.00	4,575.00
37	100%	LS	Remove & Replace Barbed Wire Fence as Necessary	456.00	456.00	4,900.00	4,900.00	2,000.00	2,000.00	1,409.65	1,409.65	1,500.00	1,500.00	600.00	600.00
38	100%	LS	Remove & Replace Chain Link Fence as Necessary	1,000.00	1,000.00	2,500.00	2,500.00	3,000.00	3,000.00	2,807.65	2,807.65	3,000.00	3,000.00	1,200.00	1,200.00
39	200	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	26.91	5,382.00	34.00	6,800.00	30.00	6,000.00	49.31	9,862.00	40.00	8,000.00	45.00	9,000.00
40	4,022	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	2.52	10,135.44	3.00	12,066.00	4.00	16,088.00	2.16	8,687.52	3.00	12,066.00	2.00	8,044.00
41	8,927	SY	Furnish & Install Hydro Mulch Seeding For Permanent Erosion Control, Including water to establish & sustain growth	0.79	7,052.33	1.00	8,927.00	1.00	8,927.00	2.40	21,424.80	0.50	4,463.50	1.50	13,390.50
42	2	EA	Furnish & Install Galvanized Tube Access Gate	1,800.00	3,600.00	2,075.00	4,150.00	750.00	1,500.00	2,097.00	4,194.00	1,500.00	3,000.00	1,000.00	2,000.00
43	1	EA	Furnish & Install Chain Link Gate	3,000.00	3,000.00	3,500.00	3,500.00	750.00	750.00	2,912.50	2,912.50	2,000.00	2,000.00	1,200.00	1,200.00
				\$ 675,901.43		\$ 743,662.00		\$ 765,395.00		\$ 799,539.71		\$ 809,533.50		\$ 886,193.50	
Did Bidder Acknowledge Addenda No. 17				YES		YES		YES		YES		YES		YES	
Did Bidder provide Bid Security?				YES		YES		YES		YES		YES		YES	

**BID TABULATION**  
**CITY TEMPLE, TEXAS**  
**TRANSMISSION MAIN FROM WTP TO LOOP 363 PHASE I**

2011-119-40

August 6, 2015; 2:00 PM

BIDDER INFORMATION															
				Skyblue Utilities, Inc. 981 B Dilley St. Kingsland, TX 78639		Austin Underground Inc. 18825 Packsaddle Jonestown, TX 78645		Pipe Works Constructors, LLC 79 Eastview Dr. # 103 Georgetown, TX 78626		Bell Contractors, Inc. 3082 W. HWY 190 Belton, TX 76513		JKB Construction Company, LLC 359 N. Bagdad Road Leander, TX 78641		H&B Contractors, Inc. 27443 W. Hwy 84 McGregor, TX 76657	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 33,600.00	\$ 33,600.00	\$ 29,000.00	\$ 29,000.00	\$ 45,000.00	\$ 45,000.00	\$ 21,600.00	\$ 21,600.00	\$ 49,000.00	\$ 49,000.00	\$ 44,300.00	\$ 44,300.00
2	4,022	LF	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of ROW	3.36	13,513.92	2.00	8,044.00	4.00	16,088.00	10.70	43,035.40	27.00	108,594.00	16.40	65,960.80
3	100%	LS	Submit Trench Safety Plan prepared & signed by PE	1,680.00	1,680.00	885.00	885.00	1,000.00	1,000.00	750.00	750.00	3,500.00	3,500.00	1,000.00	1,000.00
4	4,022	LF	Implement & Follow Trench Safety Plan (Pipe)	1.68	6,756.96	2.50	10,055.00	1.00	4,022.00	2.70	10,859.40	0.50	2,011.00	0.50	2,011.00
5	3,860	SF	Implement & Follow Trench Safety Plan (Bore Pins)	2.24	8,646.40	1.25	4,825.00	2.00	7,720.00	1.50	5,790.00	1.00	3,860.00	0.25	965.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	3,920.00	3,920.00	2,500.00	2,500.00	2,000.00	2,000.00	1,400.00	1,400.00	7,500.00	7,500.00	3,700.00	3,700.00
7	100%	LS	Prepare & Submit a Control Plan prepared & signed by a P.E. for Vehicular Traffic	3,360.00	3,360.00	3,000.00	3,000.00	1,500.00	1,500.00	1,200.00	1,200.00	10,000.00	10,000.00	2,000.00	2,000.00
8	100%	LS	Implement & Administer Barricade, Signing & Traffic Safety Plan	5,600.00	5,600.00	3,000.00	3,000.00	3,500.00	3,500.00	12,500.00	12,500.00	8,300.00	8,300.00	2,000.00	2,000.00
9	100%	LS	Provide Project Record Drawings (As Builts)	896.00	896.00	1,250.00	1,250.00	500.00	500.00	1,100.00	1,100.00	550.00	550.00	1,000.00	1,000.00
10	100%	LS	Provide DVD of right-of-way pre-construction & post construction site conditions	3,360.00	3,360.00	1,250.00	1,250.00	1,000.00	1,000.00	1,300.00	1,300.00	550.00	550.00	1,200.00	1,200.00
11	4,022	LF	Provide Clean-up & Final Grading Along Final Pipeline Route	2.24	9,009.28	1.00	4,022.00	1.00	4,022.00	5.90	23,729.80	8.00	32,176.00	3.50	14,077.00
12	3,994	LF	Provide & Install 24" Diameter Class 200 Ductile Iron Water Line, including Thrust Restraint	115.89	462,864.66	139.00	555,166.00	143.00	571,142.00	130.00	519,220.00	106.00	423,364.00	133.65	533,798.10
13	28	LF	Provide & Install 18" Diameter Class 250 Ductile Iron Water Line, including Thrust Restraint	93.74	2,634.72	136.00	3,808.00	135.00	3,780.00	170.00	4,760.00	86.00	2,408.00	110.00	3,080.00
14	119	LF	Provide & Install 36" Diameter Steel Encasement by Bore	501.77	59,710.63	650.00	77,350.00	600.00	71,400.00	690.00	82,110.00	700.00	83,300.00	810.00	96,390.00
15	43	LF	Provide & Install 36" Diameter Steel Encasement by Open Cut	299.14	12,863.02	198.00	8,514.00	260.00	11,180.00	160.00	6,880.00	210.00	9,030.00	525.00	22,575.00
16	1	EA	Furnish & Install 18" Gate Valve	13,721.12	13,721.12	10,000.00	10,000.00	12,000.00	12,000.00	9,200.00	9,200.00	9,300.00	9,300.00	9,030.00	9,030.00
17	3	EA	Furnish & Install 24" Gate Valve	18,054.40	54,163.20	15,500.00	46,500.00	20,000.00	60,000.00	13,200.00	39,600.00	14,400.00	43,200.00	17,100.00	51,300.00
18	1	EA	Provide & Install 24" x 18" Tee	4,708.48	4,708.48	2,250.00	2,250.00	2,500.00	2,500.00	2,600.00	2,600.00	4,400.00	4,400.00	2,350.00	2,350.00
19	1	EA	Provide & Install 18" x 18" Tee	3,809.12	3,809.12	1,700.00	1,700.00	1,800.00	1,800.00	2,500.00	2,500.00	3,300.00	3,300.00	1,680.00	1,680.00
20	1	EA	Provide & Install 24" x 18" Reducer	2,800.00	2,800.00	1,250.00	1,250.00	1,200.00	1,200.00	1,500.00	1,500.00	2,500.00	2,500.00	1,240.00	1,240.00
21	1	EA	Provide & Install 24" Plug	2,003.68	2,003.68	1,050.00	1,050.00	1,000.00	1,000.00	1,100.00	1,100.00	2,000.00	2,000.00	1,530.00	1,530.00
22	2	EA	Provide & Install 18" Plug	1,288.00	2,576.00	690.00	1,380.00	800.00	1,600.00	1,200.00	2,400.00	1,400.00	2,800.00	450.00	900.00
23	1	EA	Provide & Install Ductile Iron 90° Bends, 24" Diameter	4,294.08	4,294.08	2,000.00	2,000.00	1,900.00	1,900.00	2,300.00	2,300.00	3,000.00	3,000.00	2,170.00	2,170.00
24	8	EA	Provide & Install Ductile Iron 45° Bends, 24" Diameter	3,360.00	26,880.00	1,500.00	12,000.00	1,500.00	12,000.00	1,900.00	15,200.00	2,400.00	19,200.00	1,690.00	13,520.00
25	4	EA	Provide & Install Ductile Iron 22 1/2° Bends, 24" Diameter	3,295.04	13,180.16	1,400.00	5,600.00	1,500.00	6,000.00	1,800.00	7,200.00	2,300.00	9,200.00	1,650.00	6,600.00
26	12	EA	Provide & Install Ductile Iron 11 1/4° Bends, 24" Diameter	3,155.04	37,860.48	1,350.00	16,200.00	1,450.00	17,400.00	1,800.00	21,600.00	2,220.00	26,640.00	1,500.00	18,000.00
27	1	EA	Provide & Install Ductile Iron 45° Bends, 18" Diameter	2,192.96	2,192.96	1,100.00	1,100.00	900.00	900.00	1,300.00	1,300.00	1,700.00	1,700.00	1,340.00	1,340.00
28	1	EA	Provide & Install Ductile Iron 22 1/2° Bends, 18" Diameter	2,184.00	2,184.00	1,015.00	1,015.00	850.00	850.00	1,300.00	1,300.00	1,600.00	1,600.00	1,120.00	1,120.00
29	2	EA	Furnish & Install Standard Fire Hydrant	7,329.28	14,658.56	5,400.00	10,800.00	6,000.00	12,000.00	5,300.00	10,600.00	6,300.00	12,600.00	6,020.00	12,040.00
30	1	EA	Furnish & Install Air/Vacuum Release Valve	10,606.62	10,606.62	9,500.00	9,500.00	9,000.00	9,000.00	8,300.00	8,300.00	8,200.00	8,200.00	6,570.00	6,570.00
31	2	EA	Connect to Existing 18" Water Line	6,883.52	13,767.04	3,400.00	6,800.00	3,000.00	6,000.00	6,600.00	13,200.00	4,600.00	9,200.00	4,800.00	9,600.00
32	100%	LS	Furnish All Materials, Equipment, Tools & Labor Necessary for Pressure Testing Water Pipe	3,360.00	3,360.00	5,000.00	5,000.00	3,000.00	3,000.00	10,900.00	10,900.00	4,600.00	4,600.00	7,600.00	7,600.00
33	100%	LS	Furnish & Install Sampling Stations for Microbiological Testing in accordance with AWWA C-651	3,955.28	3,955.28	6,300.00	6,300.00	6,300.00	6,300.00	4,600.00	4,600.00	6,100.00	6,100.00	3,320.00	3,320.00
34	100%	LS	Furnish & Install Temporary Flush Assembly	7,127.46	7,127.46	960.00	960.00	5,000.00	5,000.00	13,300.00	13,300.00	2,600.00	2,600.00	5,300.00	5,300.00
35	43	LF	Furnish & Install Asphalt Driveway Replacement	22.40	963.20	120.00	5,160.00	20.00	860.00	33.10	1,423.30	170.00	7,310.00	102.00	4,386.00
36	183	LF	Furnish & Install Gravel Driveway Replacement	11.20	2,049.60	15.00	2,745.00	5.00	915.00	20.90	3,824.70	25.00	4,575.00	38.00	6,954.00
37	100%	LS	Remove & Replace Barbed Wire Fence as Necessary	2,240.00	2,240.00	950.00	950.00	1,000.00	1,000.00	7,700.00	7,700.00	2,200.00	2,200.00	1,300.00	1,300.00
38	100%	LS	Remove & Replace Chain Link Fence as Necessary	2,800.00	2,800.00	8,500.00	8,500.00	1,000.00	1,000.00	2,900.00	2,900.00	4,500.00	4,500.00	5,600.00	5,600.00
39	200	LF	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	35.84	7,168.00	35.00	7,000.00	45.00	9,000.00	37.00	7,400.00	84.00	16,800.00	43.00	8,600.00
40	4,022	LF	Furnish, Install, Maintain & Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	2.51	10,095.22	2.25	9,049.50	2.50	10,055.00	2.70	10,859.40	2.00	8,044.00	3.60	14,479.20
41	8,927	SY	Furnish & Install Hydro Mulch Seeding For Permanent Erosion Control, Including water to establish & sustain growth	0.90	8,034.30	2.00	17,854.00	1.00	8,927.00	3.90	34,815.30	2.00	17,854.00	2.05	18,300.35
42	2	EA	Furnish & Install Galvanized Tube Access Gate	2,240.00	4,480.00	2,300.00	4,600.00	1,000.00	2,000.00	1,700.00	3,400.00	2,200.00	4,400.00	900.00	1,800.00
43	1	EA	Furnish & Install Chain Link Gate	2,800.00	2,800.00	1,150.00	1,150.00	1,000.00	1,000.00	1,700.00	1,700.00	2,200.00	2,200.00	5,500.00	5,500.00
				\$ 892,884.15		\$ 911,082.50		\$ 939,061.00		\$ 978,957.30		\$ 984,166.00		\$ 1,016,186.45	
Did Bidder Acknowledge Addenda No. 17				YES		YES		YES		YES		YES		YES	
Did Bidder provide Bid Security?				YES		YES		YES		YES		YES		YES	

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

*Ginger R. Tolbert*  
 Ginger R. Tolbert, PE

Kasberg, Patrick & Associates, LP

8/7/15

Date







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

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

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

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

August 11, 2015

Mr. James Billeck, P.E.  
3210 E. Avenue H  
Building A  
Temple, Texas 76501


Re: City of Temple, Texas  
Transmission Main from Water Plant to Loop 363  
Phase I

Dear Mr. Billeck:

On August 6, 2015, the City of Temple received competitive bids from twelve (12) contractors for the Replacement of the Transmission Main from the Water Plant to Loop 363 – Phase I. This project replaces approximately 4,000 ft. of Existing 18" Transmission Main with a new 24" from the Water Plant to Riverside Trail. The attached Bid Tabulation shows B-Corp Utilities, Inc. of Gatesville, Texas as the low bidder at \$675,901.43. The bids ranged from this low bid to \$1,016,186.45. Our final opinion of probable construction cost was \$810,000.

As stated in the attached letter, B-Corp Utilities, Inc. is a newly formed company, owned by Bruce Springer, former co-owner and operations manager of K&S Backhoe Services, Inc which has previously completed projects for the City of Temple. The same equipment and employees that successfully completed these previous projects for the City of Temple will be utilized for this project. Therefore, we recommend that a contract be awarded to B-Corp Utilities, Inc. for the Replacement of the Transmission Main from the Water Plant to Loop 363 – Phase I in the amount of \$675,901.43.

Sincerely,

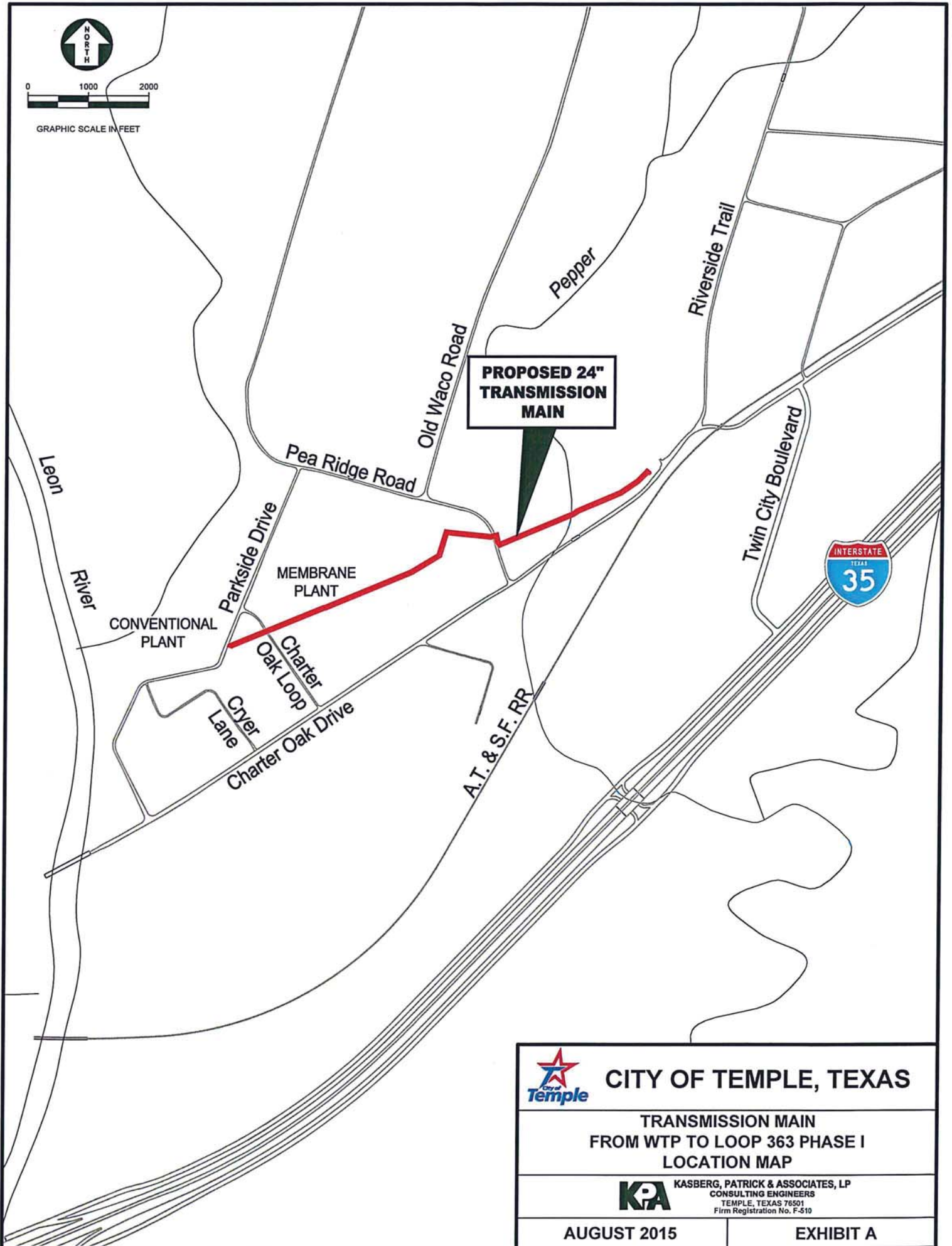
  
Ginger R. Tolbert, P.E.

xc: Ms. Belinda Mattke, City of Temple  
2011-119-40



0 1000 2000

GRAPHIC SCALE IN FEET



**CITY OF TEMPLE, TEXAS**

**TRANSMISSION MAIN  
FROM WTP TO LOOP 363 PHASE I  
LOCATION MAP**



**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
TEMPLE, TEXAS 76701  
Firm Registration No. F-519

**AUGUST 2015**

**EXHIBIT A**



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH B-CORP UTILITIES, INC. OF GATESVILLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$675,901.43, FOR CONSTRUCTION OF THE TRANSMISSION MAIN FROM THE WATER PLANT TO LOOP 363, PHASE 1; DECLARING AN OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES WITH THE ISSUANCE OF 2015 UTILITY REVENUE BONDS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the existing 18-inch transmission main was constructed approximately 70 years ago and is one of the primary water mains which provides water to the City;

**Whereas**, this water main has experienced numerous failures in the recent past and has reached the end of its useful life - the replacement of the transmission main was identified in the 2008 Master Plan;

**Whereas**, on August 6, 2015, twelve bids were received for construction of the transmission main with B-Corp Utilities, Inc. of Gatesville, Texas submitting the low bid in the amount of \$675,901.43;

**Whereas**, certain expenditures relating to the Project will be paid prior to the issuance of the Obligations and the City hereby certifies that such expenditures have not been made prior to the date of passage of this Resolution;

**Whereas**, upon issuance of the Obligations, the City desires to reimburse these prior expenditures with proceeds of the Obligations;

**Whereas**, Section 1.150.2 of the Treasury Regulations provides that an expenditure on the Project may not be reimbursed from Obligation proceeds unless, along with other requirements, the City declares official intent to reimburse the expenditure prior to the date that the expenditure to be reimbursed was paid;

**Whereas**, Staff and Kasberg, Patrick & Associates, Inc. agree that B-Corp Utilities, Inc. is qualified to complete the project and recommends award of the construction contract to B-Corp Utilities, Inc. of Gatesville, Texas in an amount not to exceed \$675,901.43;

**Whereas**, this project is being funded with the issuance of Utility Revenue Bonds for fiscal year 2015 - funding will be available in Account No. 561-5200-535-6939, Project No. 100608 for this construction contract; and

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

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

**Part 1:** The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a construction contract with B-Corp Utilities, Inc. of Gatesville, Texas, in an amount not to exceed \$675,901.43, for construction of the transmission main from the Water Plant to Loop 363, Phase I, as well as declare an official intent to reimburse the expenditure with the issuance of 2015 Utility Revenue Bonds.

**Part 2:** This Resolution is a declaration of official intent by the City and pursuant to Section 1.150.2 of the Treasury Regulations by the City that it reasonably expects to reimburse the expenditures described in Part 1 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after the date of (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

**Part 3:** It is hereby officially found and determined that the meeting at which this Resolution 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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(E)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing change order #1 to the construction contract with Gary W. Purser Construction, Ltd., of Killeen, for a lump sum price totaling \$32,692.60 for the McLane Parkway to Research Parkway Connector and Pepper Creek Regional Detention Pond in the northwest industrial park.

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

**ITEM SUMMARY:** On November 3, 2011, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP (KPA), for design services required to design the Pepper Creek Regional Detention Pond, in an amount not to exceed \$63,600. On August 15, 2013, Council authorized a professional services agreement with KPA, for design services required to design the McLane Parkway to Research Parkway Connector and utilities, in an amount not to exceed \$366,935. On February 5, 2015, Council authorized a professional services agreement with KPA, to provide bidding, construction administration and on-site representation required to construct both projects.

On February 5, 2015, Council authorized a construction contract with Purser Construction, to construct both the detention pond and roadway connector for a lump sum price totaling \$4,447,586.50.

The attached change order includes adding elements to accommodate recently received data for conveyance of storm water to the detention pond and the addition of forty (40) days to construct these elements. The change order also deducts items and quantities not used including lime stabilized subgrade, Type II geogrid, and 6-inch moisture conditioned subgrade as well as some waterline items. See the attached Change Order for a detailed list of additions and deductions.

Per the attached Engineer's Letter, KPA recommends approving the change order. Staff also recommends approving the change order.

**FISCAL IMPACT:** Funding for the change order is available within the total “Corporate Campus Park” funding level, Line 200 in the current Reinvestment Zone No. 1 Financing Plan. A future Financing Plan amendment will be presented to allocate funds to project line 156, McLane Parkway/Research Parkway Connection, account 795-9500-531-6866, project 101003.

**ATTACHMENTS:**

[Project Map](#)  
[Engineer's Letter](#)  
[Change Order](#)  
[Resolution](#)

P:\Temple Reinvestment\2013\2013-129\CAD\Combined Plans with Pond\General\Connector (Redesign SW 6-8-15).dwg



NO.	DATE	REVISION	BY
1	Aug 24, 2015	1:12pm	JCHANDLER

© 2015 Kasberg, Patrick & Associates, LP  
KPA Firm Registration Number F-510

PROJECT NO.	2013-129
DRAWN BY	Jared A. Chandler
DESIGNED BY	R. David Patrick, P.E.
APPROVED BY	
DATE	



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

<b>CITY OF TEMPLE, TEXAS</b> MCLANE PARKWAY TO RESEARCH PARKWAY CONNECTOR OVERALL LAYOUT - ROADWAY	SHEET NO. <b>G-04</b> OF <b>12</b>
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**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
Texas Firm F-510

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

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

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

August 18, 2015

Mr. James Billeck, P.E.  
3210 E. Avenue H  
Building A  
Temple, Texas 76501

Re: City of Temple, Texas  
McLane Parkway to Research Parkway Connector

Dear Mr. Billeck:

Attached is Change Order #1 for the McLane Parkway to Research Parkway Connector Project. This change order is comprised of elements to accommodate recently received data for conveyance of storm water to the detention pond facility from the HEB Distribution Site and installation of a French Drain System in a small area of seepage uncovered with the excavation operations. We recommend the addition of forty (40) days of additional construction time for this work. Please see below for a detailed description of each item.

**ADD ITEMS:**

- CO1-1 – Furnish and Install French Drain – This item will add 200 linear feet of French Drain in an area of seep discovered during the excavation of the roadway. The price submitted by the contractor is reasonable and consistent with unit pricing for this type of work.
- CO1-2 – Channel Excavation – After the project was bid, the engineers for the HEB Distribution Center east of the project site sent information on future expansion with storm water drainage data and conveyance areas. The conveyance with their site plan is different than the natural topography. After working with HEB's engineers we developed a channel system to convey the storm water to the proposed detention pond which included the channel excavation. The price submitted by the contractor is reasonable and consistent with unit pricing for this type of work.
- CO1-3 – Channel Fill – After the project was bid, the engineers for the HEB Distribution Center east of the project site sent information on future expansion with storm water drainage data and conveyance areas. The conveyance with their site plan is different than the natural topography. After working with HEB's engineers we developed a channel system to convey the storm water to the proposed detention pond which included the channel fill. The price submitted by the contractor is reasonable and consistent with unit pricing for this type of work.



- CO1-4 – 4-inches Topsoil – After the project was bid, the engineers for the HEB Distribution Center east of the project site sent information on future expansion with storm water drainage data and conveyance areas. The conveyance with their site plan is different than the natural topography. After working with HEB's engineers we developed a channel system to convey the storm water to the proposed detention pond which included the 4-inches of topsoil for the channel. The price submitted by the contractor is reasonable and consistent with unit pricing for this type of work.
- CO1-5 – Barb-wire Fence – HEB has requested a barb-wire fence be placed along the new property line between the City of Temple property and HEB property. The price submitted by the contractor is reasonable and consistent with unit pricing for this type of work.
- CO1-6 – 3-6x3 PW-D Headwall - After the project was bid, the engineers for the HEB Distribution Center east of the project site sent information on future expansion with storm water drainage data and conveyance areas. The conveyance with their site plan is different than the natural topography. After working with HEB's engineers we developed a channel system to convey the storm water to the proposed detention pond which required a box culvert and headwall under the proposed sidewalk adjacent to the detention pond. The price submitted by the contractor is reasonable and consistent with unit pricing for this type of work.
- Bid Item 29 – 30" Class III RCP - After the project was bid, the engineers for the HEB Distribution Center east of the project site sent information on future expansion with storm water drainage data and conveyance areas. The conveyance with their site plan is different than the natural topography. After working with HEB's engineers we developed a channel system to convey the storm water to the proposed detention pond which required a 30" RCP under the proposed sidewalk adjacent to the detention pond. This is an existing bid item.
- Bid Item 31 – 3-6'x3' RCB - After the project was bid, the engineers for the HEB Distribution Center east of the project site sent information on future expansion with storm water drainage data and conveyance areas. The conveyance with their site plan is different than the natural topography. After working with HEB's engineers we developed a channel system to convey the storm water to the proposed detention pond which required a box culvert and headwall under the proposed sidewalk adjacent to the detention pond. This is an existing bid item.

**DELETE ITEMS:**

- Bid Item 8 – 8-inch Lime Treated Subgrade (6%) - After excavating the roadway, a review of the subgrade was completed. After the review it has been determined that the full extent of the 8-inch lime treated subgrade was not required.
- Bid Item 40 – 18" Class 250 Ductile Iron Water Line - After completion of the installation of the 18" waterline there was remaining quantity which has been reconciled in this change order.
- Bid Item 41 – 18" Gate Valve - After completion of the installation of the 18" waterline there was remaining quantity which has been reconciled in this change order.
- Bid Item 55 – Standard Fire Hydrant Assembly - After completion of the installation of the waterlines there was remaining quantity which has been reconciled in this change order.



- Bid Item 58 – 30” Steel Encasement Pipe by Open Cut - After completion of the installation of the waterlines there was remaining quantity which has been reconciled in this change order.
- Bid Item 61 – Connecting to Existing 12” Waterline - After completion of the installation of the waterlines there was remaining quantity which has been reconciled in this change order.
- Bid Item A-1 – Furnish & Install Type II Geogrid - After excavating the roadway, a review of the subgrade was completed. After the review it has been determined that the Type II Geogrid was not required.
- Bid Item A-2 – Furnish and Install 6-inch Moisture Conditioned Subgrade - After excavating the roadway, a review of the subgrade was completed. After the review it has been determined that the 6-inch moisture conditioned subgrade was not required.

We have reviewed Change Order #1 and recommend it be processed and executed with respect to the Gary W. Purser Construction, LTD construction contract for the above referenced project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. David Patrick', with a stylized flourish at the end.

R. David Patrick, P.E., CFM

RDP/rdp

xc: Mr. Brandon Clement, TTG Utilities, LP  
KPA Project File: 2013-129-40

## CHANGE ORDER

**PROJECT: McLane Parkway to Research Parkway Connector**  
**OWNER: City of Temple**  
**CONTRACTOR: Gary W. Purser Construction, LTD.**  
**ARCHITECT/ENGINEER: Kasberg, Patrick & Associates, LP**  
**CHANGE ORDER #: One**

Make the following additions, modifications or deletions to the work described in the Contract Documents:

Add:

Item #	Description	Unit	Quantity	Unit Price	Extended Amount
CO1-1	Furnish & Install French Drain	LF	200	\$ 29.10	\$ 5,820.00
CO1-2	Channel Excavation	CY	9,130	8.92	81,439.60
CO1-3	Channel Fill	CY	670	4.50	3,015.00
CO1-4	4-inches Topsoil	SY	9,510	4.60	43,746.00
CO1-5	Barb-wire Fence	LS	1	10,202.50	10,202.50
CO1-5	3-6x3 PW-D Headwall	EA	2	17,900.00	35,800.00
CO1-6	30" RCP FW-0 Headwall	EA	2	2,012.00	4,024.00
29	30" Class III RCP	LF	30	79.50	2,385.00
31	3-6'x3' RCB	LF	30	770.00	23,100.00
Total Add					\$ 209,532.10

Delete:

Item #	Description	Unit	Quantity	Unit Price	Extended Amount
8	8-inch Lime Treated Subgrade (6%)	SY	-16,756	\$ 5.50	\$ (92,158.00)
40	18" Class 250 Ductile Iron Water Line	LF	-85	75.50	(6,417.50)
41	18" Gate Valve	EA	-1	8,800.00	(8,800.00)
55	Standard Fire Hydrant Assembly	EA	-1	4,500.00	(4,500.00)
58	30" Steel Encasement Pipe by Open Cut	LF	-58	175.00	(10,150.00)
61	Connecting to Existing 12" Water Line	EA	-2	3,500.00	(7,000.00)
A-1	Furnish & Install Type II Geogrid	SY	-18,390	1.00	(18,390.00)
A-2	Furnish & Install 6-inch Moisture Conditioned Subgrade	SY	-18,390	1.60	(29,424.00)
Total Delete					\$ (176,839.50)
Change Order One Total					\$ 32,692.60

## CHANGE ORDER

PROJECT: McLane Parkway to Research Parkway Connector

OWNER: City of Temple

CONTRACTOR: Gary W. Purser Construction, LTD.

ARCHITECT/ENGINEER: Kasberg, Patrick & Associates, LP

CHANGE ORDER #: One

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

Original Contract Amount:	\$	4,447,586.50
Previous Net Change in Contract Amount:	\$	0.00
Net Change in Contract Amount:	\$	32,692.60
Revised Contract Amount:	\$	4,480,279.10
Original Contract Time:		270 Days
Previous Net Change in Contract Time:		0 Days
Net Change in Contract Time:		40 Days
Revised Contract Time:		310 Days
Original Final Completion Date:		December 27, 2015
Revised Final Completion Date:		February 5, 2016

Recommended by:

Agreed to:

Project Manager (City Staff) \_\_\_\_\_ Date \_\_\_\_\_

Architect or Engineer \_\_\_\_\_ Date 8/24/15

Agreed to:

Approved by City of Temple:

Contractor \_\_\_\_\_ Date 8/25/15

Jonathan Graham, City Manager \_\_\_\_\_ Date \_\_\_\_\_

Approved as to Form:

Approved by Finance Department:

City Attorneys Office \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CHANGE ORDER NUMBER 1 TO THE CONSTRUCTION CONTRACT WITH GARY W. PURSER CONSTRUCTION, LTD OF KILLEEN, TEXAS, IN THE LUMP SUM OF \$32,692.60, FOR THE MCLANE PARKWAY TO RESEARCH PARKWAY CONNECTOR AND THE PEPPER CREEK REGIONAL DETENTION POND; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on November 3, 2011, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP (KPA), for design services required to design the Pepper Creek Regional Detention Pond - on August 15, 2013, Council authorized a professional services agreement with KPA, for design services required to design the McLane Parkway to Research Parkway Connector and utilities;

**Whereas**, on February 5, 2015, Council authorized a professional services agreement with KPA, to provide bidding, construction administration and on-site representation required to construct both projects and a construction contract with Gary W. Purser Construction, Ltd., to construct both the detention pond and roadway connector;

**Whereas**, additional elements are required to accommodate recently received data for conveyance of storm water to the detention pond and the addition of time to construct these elements;

**Whereas**, Staff and KPA recommend authorizing change order number 1 to the construction contract for the McLane Parkway to Research Parkway Connector and Pepper Creek Regional Detention Pond with Gary W. Purser Construction, Ltd. of Killeen, Texas, in the lump sum of \$32,692.60;

**Whereas**, funding is available within the total “Corporate Campus Park” funding level, Line 200 in the Reinvestment Zone No. 1 Financing Plan - a future Financing Plan amendment will be presented to allocate funds to Project Line 156, McLane Parkway/Research Parkway Connection, Account No. 795-9500-531-6866, Project No. 101003; 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, after approval as to form by the City Attorney, to execute change order number 1 with Gary W. Purser Construction, Ltd. of Killeen, Texas, in the lump sum of \$32,692.60, to the construction contract for the McLane Parkway to Research Parkway Connector and Pepper Creek Regional Detention Pond.

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(F)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a contract with Turley Associates, Inc., in the amount of \$47,500, for professional services required for a pedestrian sidewalk extension along Tarver Drive.

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

**ITEM SUMMARY:** The proposed sidewalk extension project along Tarver Drive will provide needed connectivity and safety for pedestrians traveling between the Hills of Westwood Subdivision, Von Rosenberg Neighborhood Park, Joe M. Pirtle Elementary School, Lake Belton Middle School and in the near future, the Outer Loop. The scope of the project would provide a new 8-foot sidewalk on the north side of the street, while also providing needed connections to existing sections of 5-foot sidewalk along the west side of South Pea Ridge Road. A Project Map is attached for reference.

Multi-modal connectivity is an important component of the City's Transportation Capital Improvement Program. Improvements to pedestrian connectivity in this region of the City will be executed in concert with pending roadway connectivity projects associated with the extension of Tarver Drive and the next phase of the Outer Loop south to Tarver Drive.

Services authorized under this resolution include surveying, design, bidding, and construction administration of the proposed pedestrian improvements. Resident Inspection Services are not included. The engineer's preliminary opinion of probable cost for the extension is \$276,000. A proposal is attached outlining the following professional fees:

Design Survey	\$ 3,000.00
Final Design	\$29,500.00
Bidding	\$ 4,150.00
Construction Administration	\$ 8,300.00
Construction Staking	<u>\$ 3,000.00</u>
<b>Total</b>	<b><u>\$47,500.00</u></b>

The proposed timeline for design is 120 calendar days.

**FISCAL IMPACT:** Funding is available in the amount of \$250,000 in account 365-3400-531-6885, project #100392, for the award of a professional services contract with Turley Associates, Inc. in the amount of \$47,500 for the engineering of the sidewalk extension along Tarver Drive.

**ATTACHMENTS:**

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





## **TURLEY ASSOCIATES, INC.**

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400  
F-1658 FAX • (254) 773-3998

July 7, 2015

City of Temple  
Attn: Richard Wilson  
P.E., Deputy City Engineer  
3210 E. Avenue H  
Temple, TX 76501

**RE: Tarver Drive Sidewalk Improvements**

Dear Mr. Wilson,

Turley Associates, Inc. appreciates the opportunity to provide you with a proposal for the sidewalk improvements along the existing Tarver Drive east of South Pea Ridge. The project consists of designing a 2,400 L.F. 6' – 8' concrete sidewalk along the back of curb. At the east end of Tarver Drive, located within the north side of the right-of-way there is underground electrical and irrigation lines that will need to be located and possibly moved.

A landscaping plan will be prepared showing the removal of existing trees and for new landscaping in the same area. The existing irrigation system will be modified and used for new landscaping irrigation.

We will prepare final plans, project specifications and bid documents. Once plans have been completed and approved by your staff, plan sets, digital files, Engineer's opinion of cost, specifications and bid quantities will be submitted to the City of Temple Purchasing Department. The design phase for this project shall be completed in 120 calendar days from the Notice to Proceed.

Our preliminary opinion of probable construction cost for this project is two hundred seventy six thousand seventeen dollars and fifty cents (\$276,017.50).

Below I have outlined a more detailed description of our services along with our fee:

- A. Design Survey
  - 1. Design Survey
    - a. Survey crew will visit site to gather elevation data for area discussed. Any structures, fences, utilities, tree's or other improvements will be recorded by survey crew.
  - 2. Data Collection
    - a. Collect all existing data from City and utility companies to prepare a base map.
    - b. 811 locate will be called in to help determine location of any underground utilities.
- B. Design Services
  - 1. Alignment
    - a. Prepare an alignment and site plan for sidewalk. Submit to City for review and approval.
  - 2. Geometric Design
    - a. Prepare a geometric design for sidewalk along the back of curb for Tarver Drive.
    - b. All curb ramps will be designed to meet ADA standards.

3. Drainage
    - a. Evaluate drainage patterns over and across sidewalk.
    - b. Design 2 new curb inlets over headwall. Adjust existing concrete as necessary.
  4. Landscaping
    - a. Prepare landscaping plan for area where existing trees will be removed.
  5. Grading Plan
    - a. Prepare a grading plan for area behind sidewalk to R.O.W. line.
  6. Landscaping Wall
    - a. Determine area where retaining walls are needed.
    - b. Design walls and provide prints and details for construction.
  7. Irrigation Plan
    - a. An existing irrigation system is in place. Several power boxes, irrigation lines, and sprinkler heads will need to be relocated.
    - b. Plan will be prepared and details provided for construction.
  8. Erosion Control Plan
    - a. Prepare an erosion control plan for site.
  9. Details
    - a. Prepare details for project bidding and construction, to meet City of Temple requirements.
  10. Submittals
    - a. Submit progress prints and schedule regular progress meetings.
    - b. Prepare monthly reports on status of project.
- C. Bidding
1. Bid Documents
    - a. Quantities will be calculated for project.
    - b. Bid tabulations will be prepared and submitted to purchasing.
    - c. Digital prints, specifications and details will be submitted to purchasing for bidding purposes.
    - d. Sealed opinion of probable cost will be submitted.
  2. Pre-Bid Conference
    - a. Attend pre-bid conference and prepare notes based on questions asked by contractors.
    - b. Prepare addendum based on questions asked during pre-bid conference.
  3. Bid Opening
    - a. Attend bid opening for project and prepare bid tabulations based on bids received.
    - b. Prepare a letter for recommendation of award.
    - c. Attend City Council meeting when project is awarded to contractor.
- D. Construction Administration
1. Pre-Construction Meeting
    - a. Attend a pre-construction meeting.
    - b. Review contractor schedule for project.
  2. Submittals
    - a. All submittals will be reviewed for compliance to plan set and City specifications.
    - b. Contractor pay applications will be reviewed to confirm all work has been completed as shown.
  3. Close Out
    - a. Once construction has been substantially completed, a final site observation will be performed and a punch list will be issued.
    - b. Once all punch list items have been addressed, as-builts will be completed based on construction plan changes noted on inspection plans.
    - c. Prepare and submit recommendation of acceptance letter to the City.

E. Construction Surveying

- a. Complete construction surveying as needed by the contractor.
- b. Construction staking will be completed once for each item. Any re-stakes will be billed to the contractor directly.
- c. Cut sheets will be provided to the contractor.
- d. Benchmarks will be established on-site.

The above listed services for the Tarver Road Sidewalk Improvements project can be completed for the lump sum price of forty seven thousand five hundred dollars and no cents (\$47,500.00). Below is a breakdown of project cost by individual items.

Design Survey.....	\$ 3,000.00
Design Services.....	\$29,050.00
Bidding.....	\$ 4,150.00
Construction Administration.....	\$ 8,300.00
Construction Surveying.....	\$ 3,000.00

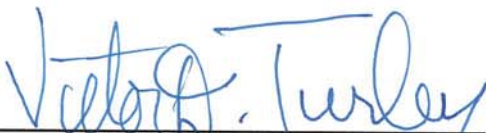
Turley Associates, Inc. will coordinate with the City of Temple staff during each stage of the design process. Once all parties have agreed on a layout and design, Turley Associates, Inc. will proceed with the next step. If changes are requested after approval from both parties, these will be completed on an hourly basis.

Additional items not shown above but can be provided at an hourly rate are shown below:

- Detention pond design
- Utility design
- Wetland assessment
- Endangered species assessment
- Environmental report
- Archaeological report
- Acquisition services
- Trench safety plan
- SWPPP
- TDLR submittal
- Inspection services

Submitted:

**TURLEY ASSOCIATES, INC.**

  
\_\_\_\_\_  
Victor D. Turley, P.E., R.P.L.S.  
President

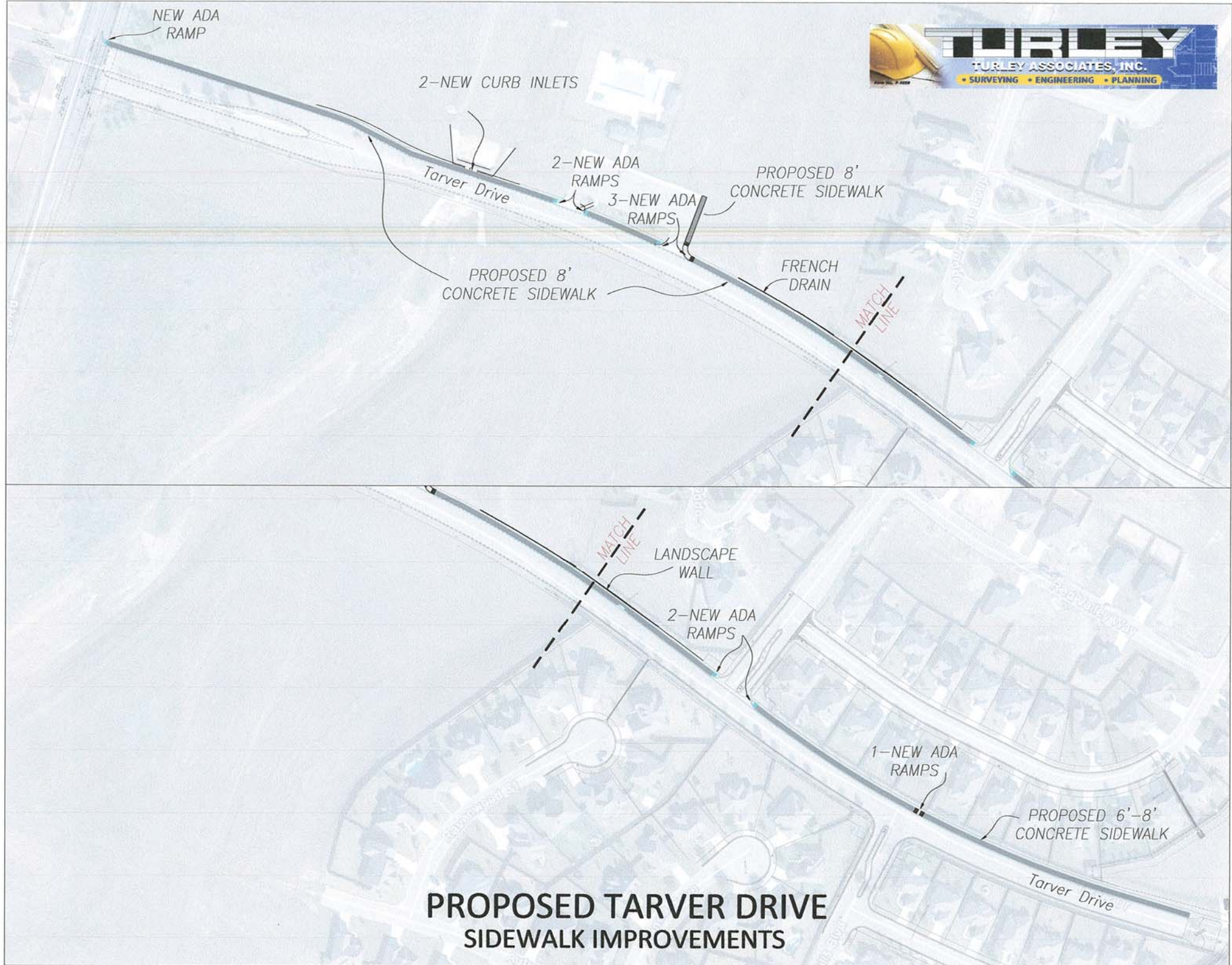
VDT/sb



**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400  
F-1658 FAX • (254) 773-3998Engineer's Cost Estimate for:  
**TARVER DRIVE SIDEWALK IMPROVEMENTS**

Item	Description	Quantity	Units	Unit Cost	Item Cost
<b>A.</b>	<b>ROADWAY</b>				
1	8' concrete sidewalk	1,500	L.F.	\$38.00	\$57,000.00
2	6' concrete sidewalk	700	L.F.	\$30.00	\$21,000.00
3	ADA Ramp	8	EACH	\$900.00	\$7,200.00
4	Sidewalk excavation	1,500	C.Y.	\$5.00	\$7,500.00
5	Spoil haul off	1	L.S.	\$3,500.00	\$3,500.00
6	Backfill/grading/top soil	1	L.S.	\$10,000.00	\$10,000.00
7	Traffic Control Plan	1	L.S.	\$6,000.00	\$6,000.00
8	Bonds and Insurance	1	L.S.	\$24,800.00	\$24,800.00
9	Mobilization	1	L.S.	\$3,000.00	\$3,000.00
10	Saw, cut, remove, and dispose of existing concrete	1	L.S.	\$5,000.00	\$5,000.00
11	Gaurdrail	25	L.F.	\$35.00	\$875.00
12	Relocate street signs	2	EACH	\$200.00	\$400.00
13	Concrete drive surface	30	S.F.	\$10.00	\$300.00
14	Curb and gutter	20	L.F.	\$10.00	\$200.00
15	Guy wire adjustment	10	EACH	\$600.00	\$6,000.00
16	Crosswalk pavement marking	60	L.F.	\$30.00	\$1,800.00
17	Stop-bar	1	EACH	\$350.00	\$350.00
	<b>SUB-TOTAL SIDEWALK</b>				<b>\$154,925.00</b>
<b>B.</b>	<b>DRAINAGE</b>				
1	6" french drain	250	L.F.	\$20.00	\$5,000.00
2	3'x 3' junction box	1	EACH	\$3,500.00	\$3,500.00
3	10' standard curb inlet to include connection to existing box culvert.	2	EACH	\$7,500.00	\$15,000.00
4	Silt fence	1,300	L.F.	\$3.50	\$4,550.00
5	SWPPP	1	L.S.	\$4,000.00	\$4,000.00
6	Inlet protection	3	EACH	\$250.00	\$750.00
7	Rock filter	1	EACH	\$500.00	\$500.00
	<b>SUB-TOTAL DRAINAGE</b>				<b>\$33,300.00</b>
<b>C.</b>	<b>LANDSCAPING</b>				
1	Landscape wall	600	S.F.	\$30.00	\$18,000.00
2	Tree demo and removal	20	EACH	\$250.00	\$5,000.00
3	New landscaping	1	L.S.	\$10,000.00	\$10,000.00
4	Irrigation repair/adjustment	1	L.S.	\$20,000.00	\$20,000.00
5	Erosion control mat	1,300	L.F.	\$4.00	\$5,200.00
6	Hydromulch	15,000	S.F.	\$0.30	\$4,500.00
	<b>SUB-TOTAL LANDSCAPING</b>				<b>\$62,700.00</b>
<b>SUMMARY</b>					
A.	ROADWAY IMPROVEMENTS				<b>\$154,925.00</b>
B.	DRAINAGE IMPROVEMENTS				<b>\$33,300.00</b>
C.	LANDSCAPING				<b>\$62,700.00</b>
D.	10% CONTINGENCY				<b>\$25,092.50</b>
E.	PROFESSIONAL FEE				<b>\$47,500.00</b>
	<b>TOTAL</b>				<b>\$276,017.50</b>





## PROPOSED TARVER DRIVE SIDEWALK IMPROVEMENTS

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TURLEY ASSOCIATES, INC. OF TEMPLE, TEXAS, IN THE AMOUNT OF \$47,500, FOR SERVICES REQUIRED FOR A PEDESTRIAN SIDEWALK EXTENSION ALONG TARVER DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** a sidewalk extension along Tarver Drive will provide needed connectivity and safety for pedestrians traveling between the Hills of Westwood Subdivision, Von Rosenberg Neighborhood Park, Joe M. Pirtle Elementary School, Lake Belton Middle School and in the near future, the Outer Loop;

**Whereas,** this project will provide a new 8-foot wide sidewalk on the north side of the street, while also providing needed connections to existing sections of a 5-foot wide sidewalk along the west side of South Pea Ridge Road;

**Whereas,** multi-modal connectivity is an important component of the City's Transportation Capital Improvement Program and improvements to pedestrian connectivity in this region of the City will be executed in concert with pending roadway connectivity projects associated with the extension of Tarver Drive and the next phase of the Outer Loop south to Tarver Drive;

**Whereas,** funding for this professional services agreement is available in Account No. 365-3400-531-6885, Project No. 100392; 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, after approval as to form by the City Attorney, to execute a professional services agreement with Turley Associates, Inc. of Temple, Texas, in the amount of \$47,500, for professional services required for a pedestrian sidewalk extension along Tarver Drive.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(G)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year construction contract with Wilson Construction Services, LLC of Belton, in the estimated annual amount of \$80,000, for concrete repair and construction services for FY 2016.

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

**ITEM SUMMARY:** Authorization of this annual contract will provide for as-needed concrete repair and construction services for all City departments throughout FY2016

On August 21, 2015, the City received seven (7) bids for concrete repair and construction services. The bids are shown on the attached bid tabulation. The low bidder is Wilson Construction Services, LLC. Wilson Construction Services has provided as-needed concrete repair and construction services to the City since October 2013 and staff has been pleased with their responsiveness and quality of work.

The recommended contract is for a period of one (1) year commencing on October 1, 2015, with the option for four (4) one-year renewals, if so agreed to by the City and Wilson Construction.

**FISCAL IMPACT:** Concrete repair and construction services will be purchased on an as needed basis by various departments. Estimated annual expenditure based on historical expenditures: \$80,000.

### **ATTACHMENTS:**

[Bid tabulation](#)

[Resolution](#)

Tabulation of Bids Received  
on August 21, 2015 at 10:00 a.m.  
Concrete Repair and Construction  
Bid# 13-14-16

		Bidders							
		Wilson Construction Services, LLC Belton, TX (254)421-0933		Fine Line Design & Build Belton, TX (254)933-2622		SJ&J Construction, LLC Dallas, TX (214)688-1986		Myers Concrete Construction, LP Wimberley, TX (512)847-8600	
Description	Est. Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Repair/Replacement of Concrete Sidewalks (per SF) (minimum 100 SF per location)	1200	\$10.00	\$12,000.00	\$11.50	\$13,800.00	\$7.00	\$8,400.00	\$18.11	\$21,732.00
Driveway Approaches (per SF) (minimum 150 SF per location)	600	\$13.00	\$7,800.00	\$11.50	\$6,900.00	\$10.00	\$6,000.00	\$21.96	\$13,176.00
Repair/Replacement of Concrete Curb and Gutter (per LF) (minimum 25 LF per location)	125	\$40.00	\$5,000.00	\$60.00	\$7,500.00	\$45.00	\$5,625.00	\$79.49	\$9,936.25
Repair/Replacement of Concrete Walking Trails (per SF) (minimum 25 SF per location)	500	\$12.00	\$6,000.00	\$36.00	\$18,000.00	\$9.00	\$4,500.00	\$27.50	\$13,750.00
Construction of New Concrete Sidewalk (per SF) (minimum 100 SF per location)	1200	\$5.50	\$6,600.00	\$9.00	\$10,800.00	\$7.00	\$8,400.00	\$14.51	\$17,412.00
Construction of New Driveway or Approach (per SF) (minimum 150 SF per location)	600	\$8.00	\$4,800.00	\$9.00	\$5,400.00	\$8.00	\$4,800.00	\$17.31	\$10,386.00
Construction of New Curb and Gutter (per LF) (minimum 25 LF per location)	900	\$17.50	\$15,750.00	\$55.00	\$49,500.00	\$35.00	\$31,500.00	\$47.09	\$42,381.00
Construction of Handicap Access Curb Ramps at Intersections (EA)	6	\$1,000.00	\$6,000.00	\$2,200.00	\$13,200.00	\$3,500.00	\$21,000.00	\$1,996.58	\$11,979.48
Construction of a minimum 48 sf pad , reinforced with 1/4" rebar and mesh (per SF)	480	\$11.00	\$5,280.00	\$9.00	\$4,320.00	\$8.00	\$3,840.00	\$22.90	\$10,992.00
Addition of Fiber Mesh to Concrete Walking Trails (per SF)	360	\$0.50	\$180.00	\$0.50	\$180.00	\$10.00	\$3,600.00	\$0.50	\$180.00
Fee for Difficulty in Accessing Pepper Creek Trail and Friar's Creek Trail (per LS)	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$2,594.04	\$2,594.04
<b>TOTAL BID PRICE</b>		\$69,910.00		\$132,100.00		\$107,665.00		\$154,518.77	
Exceptions		No		No		No		No	
Credit Check		Yes		No		Yes		Yes	
Local Preference		No		No		No		No	

		Bidders						FY15 Unit Cost
		Cody Stanley Construction LLC Holland, TX (254)721-2015		RM Rodriguez Construction, LP Temple, TX (254)742-0102		Dixon Paving Inc. Belton, TX (254)939-3597		
Description	Est. Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
Repair/Replacement of Concrete Sidewalks (per SF) (minimum 100 SF per location)	1200	\$11.04	\$13,248.00	\$11.00	\$13,200.00	\$12.00	\$14,400.00	\$8.95
Driveway Approaches (per SF) (minimum 150 SF per location)	600	\$11.20	\$6,720.00	\$13.00	\$7,800.00	\$14.00	\$8,400.00	\$9.95
Repair/Replacement of Concrete Curb and Gutter (per LF) (minimum 25 LF per location)	125	\$38.40	\$4,800.00	\$36.00	\$4,500.00	\$28.00	\$3,500.00	\$24.00
Repair/Replacement of Concrete Walking Trails (per SF) (minimum 25 SF per location)	500	\$36.00	\$18,000.00	\$14.50	\$7,250.00	\$18.00	\$9,000.00	\$8.95
Construction of New Concrete Sidewalk (per SF) (minimum 100 SF per location)	1200	\$8.40	\$10,080.00	\$6.00	\$7,200.00	\$6.00	\$7,200.00	\$4.50
Construction of New Driveway or Approach (per SF) (minimum 150 SF per location)	600	\$10.00	\$6,000.00	\$8.50	\$5,100.00	\$8.00	\$4,800.00	\$6.50
Construction of New Curb and Gutter (per LF) (minimum 25 LF per location)	900	\$20.00	\$18,000.00	\$18.00	\$16,200.00	\$18.00	\$16,200.00	\$16.00
Construction of Handicap Access Curb Ramps at Intersections (EA)	6	\$1,400.00	\$8,400.00	\$1,500.00	\$9,000.00	\$1,200.00	\$7,200.00	\$950.00
Construction of a minimum 48 sf pad , reinforced with 1/4" rebar and mesh (per SF)	480	\$15.00	\$7,200.00	\$24.00	\$11,520.00	\$12.00	\$5,760.00	\$11.00
Addition of Fiber Mesh to Concrete Walking Trails (per SF)	360	\$7.00	\$2,520.00	\$8.00	\$2,880.00	\$3.00	\$1,080.00	\$0.40
Fee for Difficulty in Accessing Pepper Creek Trail and Friar's Creek Trail (per LS)	1	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$400.00	\$400.00	\$400.00
TOTAL BID PRICE		\$95,968.00		\$85,550.00		\$77,940.00		
Exceptions		No		No		No		
Credit Check		Yes		Yes		Yes		
Local Preference		No		Yes		No		

Recommended for Council Award



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR CONSTRUCTION CONTRACT WITH WILSON CONSTRUCTION SERVICES, LLC OF BELTON, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$80,000, FOR CONCRETE REPAIR AND CONSTRUCTION SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, on August 21, 2015, the City received seven bids for concrete repair and construction services with Wilson Construction Services, LLC of Belton, Texas submitting the low bid;

**Whereas**, Wilson Construction Services, LLC has provided as-needed concrete repair and construction services to the City since October 2013 and Staff has been pleased with their responsiveness and quality of work;

**Whereas**, this construction contract will be for a period of one-year commencing on October 1, 2015 with the option for four one-year renewals, if so agreed to by both parties;

**Whereas**, concrete repair and construction services will be purchased on an 'as-needed' basis by various departments; 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, after approval as to form by the City Attorney, to execute a construction contract with Wilson Construction Services, LLC of Belton, Texas, in the estimated amount of \$80,000, for concrete repair and construction services on an 'as-needed' basis.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(H)  
Consent Agenda  
Page 1 of 1

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

Leigh Gardner, Library Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual services agreement with Special Protective Service of San Antonio, in the estimated annual amount of \$28,720, for security guard services at the Temple Public Library for FY 2016.

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

**ITEM SUMMARY:** Approval of this contract is to promote safety and security of patrons, building tenants and staff at the Library on site during daily peak hours and additional designated hours during Christmas, spring break and the summer.

On June 23, 2015, the City received three (3) bids for these security guard services. The bids are shown on the attached bid tabulation sheet. The low bidder was Special Protective Service of San Antonio, Texas. The City has not done business with Special Protective Service in the past. Therefore, references were checked. After receiving favorable responses to the references, staff is recommending award to Special Protective Service.

The recommended contract is for a period of one (1) year commencing on October 1, 2015, with the option for four (4) one-year renewals, if so agreed to by the City and Special Protective Service.

**FISCAL IMPACT:** Included in the adopted FY2016 budget is \$28,720 for Library security guard services in account 110-4000-555-2623.

**ATTACHMENTS:**

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

Tabulation of Bids Received  
on June 23, 2015 at 3:00 p.m.  
Security Guard Services for the Temple Public Library  
Bid# 40-01-16

Bidders			
	Ameritex Guard Services Richardson, TX (972) 231-6395	Special Protective Services San Antonio, TX (210) 865-6532	U.S. Security Associates, Inc. Austin, TX (512) 447-7693
Description			
Hourly Rate	\$11.59	\$11.24	\$12.90
Exceptions	No	No	No
Local Preference	No	No	No
Credit Check Authorization	Yes	Yes	Yes

**Recommended for Council Award**

**Note:** The hourly rate for the FY2012 - FY2015 annual contract was \$11.59 per hour.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL SERVICES AGREEMENT WITH SPECIAL PROTECTIVE SERVICES OF SAN ANTONIO, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$28,720, FOR SECURITY GUARD SERVICES AT THE TEMPLE PUBLIC LIBRARY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, on June 23, 2015, the City received three bids for security guard services at the Temple Public Library with Special Protective Services of San Antonio, Texas submitting the low bid;

**Whereas**, the City has not done business with Special Protective Service in the past - references were checked and after receiving favorable responses, Staff recommends award of an annual services agreement to Special Protective Services of San Antonio, Texas in the estimated annual amount of \$28,620;

**Whereas**, the services to be provided by Special Protective Services will be to promote the safety and security of patrons, building tenants and on-site Library staff during daily peak hours with additional designated hours during Christmas, spring break and summer;

**Whereas**, the annual services agreement will be effective October 1, 2015 through September 30, 2016, with the option for four one-year renewals if so agreed to by both parties;

**Whereas**, the Library has budgeted for security guard services in their adopted fiscal year 2016 annual budget which is located in Account No. 110-4000-555-2623; 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, after approval as to form by the City Attorney, to execute an annual services agreement with Special Protective Services of San Antonio, Texas, in the estimated annual amount of \$28,720, for security guard services at the Temple Public Library.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

---

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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09/03/15  
Item #6(I)  
Consent Agenda  
Page 1 of 1

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

Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a five year lease extension with Family Promise, Inc., for lease of space in the building formerly known as Fire Station No. 2, located at 1018 East Avenue A.

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

**ITEM SUMMARY:** Family Promise, Inc. is currently leasing the old Fire Station No. 2 building located at 1018 East Avenue A. The term of the original lease was five years. Family Promise has requested a five-year extension to its lease. If Council approves the proposed extension, the lease term will run from September 4, 2015 to September 3, 2020. Family Promise will pay \$1 per month in rent and will be responsible for all utility charges, including water, sewer, electricity, heat, gas and telephone services.

**FISCAL IMPACT:** Rental is \$1 per year. Family Promise, Inc. will be responsible for all utility charges, including water, sewer, electricity, heat, gas, and telephone service and will contract for those services directly to the utility companies.

### **ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 5-YEAR EXTENSION TO THE LEASE AGREEMENT WITH FAMILY PROMISE, INC., FOR SPACE IN THE BUILDING FORMERLY KNOWN AS FIRE STATION NO. 2, LOCATED AT 1018 EAST AVENUE A; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** Family Promise, Inc. is currently leasing the old Fire Station No. 2 building located at 1018 East Avenue A - the term of the original lease was five years and Family Promise has requested a five-year extension to its lease;

**Whereas,** the new lease term will run from September 4, 2015 to September 3, 2020 at a lease rate of \$1 per year – Family Promise, Inc. will be responsible for all utility charges, including water, sewer, electricity, heat, gas and telephone 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 City Manager, or his designee, after approval as to form by the City Attorney, to execute a 5-year lease extension with Family Promise, Inc., at the lease rate of \$1 per year, for lease of space in the old Fire Station No. 2 building located at 1018 East Avenue A.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

---

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

---

09/03/15  
Item #6(J)  
Consent Agenda  
Page 1 of 1

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

Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a five-year lease extension with Temple Community Free Clinic, Inc. for lease of City-owned property located in the Jeff Hamilton Community Center for operation of a free health care clinic.

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

**ITEM SUMMARY:** The Temple Community Free Clinic, Inc. currently operates a free health care clinic within the Jeff Hamilton Community Center located at 1905 Curtis B Elliot Drive. The original lease with Temple Community Free Clinic, Inc. included a term of five years which has expired. The tenant has requested a five-year lease extension retroactive to January 1, 2015 through December 31, 2020 with an annual rent payment of \$1. All other terms of the original lease will remain the same.

**FISCAL IMPACT:** The rent payment is \$1 per year. The City pays for water and sewer services for the Jeff Hamilton Center which is on the same meter with the Parks Administration Building, and the annual premium for property insurance on the building.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 5-YEAR EXTENSION TO THE LEASE AGREEMENT WITH TEMPLE COMMUNITY FREE CLINIC, INC., FOR SPACE IN CITY-OWNED PROPERTY LOCATED IN THE JEFF HAMILTON COMMUNITY CENTER LOCATED AT 1905 CURTIS B ELLIOT DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** the Temple Community Free Clinic, Inc. currently operates a free health care clinic within the Jeff Hamilton Community Center located in City-owned property at 1905 Curtis B Elliot Drive;

**Whereas,** the original lease with Temple Community Free Clinic, Inc. included a term of five-years which has expired - the tenant has requested a five-year lease extension retroactive to January 1, 2015 through December 31, 2020 with a rent payment of \$1 per year and all other terms of the original lease remaining the same; 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, after approval as to form by the City Attorney, to execute a 5-year lease extension with Temple Community Free Clinic, Inc., at the lease rate of \$1 per year, for lease of City-owned space in the Jeff Hamilton Community Center located at 1905 Curtis B Elliot Drive.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(K)  
Consent Agenda  
Page 1 of 2

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

Sandra Esqueda, Director of Human Resources

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a professional services agreement with Gallagher Benefit Services, Inc., at an annual cost of \$44,400, for employee benefits consulting services for Fiscal Year 2016.

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

**ITEM SUMMARY:** Staff has worked closely with SAI-CCBS, now Gallagher Benefit Services, Inc., over the past ten years on health insurance, dental insurance, retiree insurance, long term disability insurance, life insurance, Section 125 insurances, GASB 45 compliance issues and the Patient Protection Affordable Care Act (PPACA). Gallagher (formerly SAI-CCBS) has provided invaluable guidance in these areas. Gallagher has extensive knowledge of our past claims data as well as our organizational goal in regard to Health Management. They have provided the City with sound guidance and best practice recommendations for the past nine years. It is staff's recommendation due to past performance, and to maintain continuity and consistency, that Gallagher remain the benefits consulting firm.

Gallagher will continue to monitor our claims experience and help staff with administering the contracts, as well as guiding us through recommendations for complying with PPACA. Included in the agreement, Gallagher continues to provide an on-line enrollment platform for employee insurance at no additional cost to the City.

Staff recommends Council authorize the Fiscal Year 2016 professional services agreement with Gallagher Benefit Services, Inc. The agreement can be extended for additional years based on the mutual agreement of both parties.



**FISCAL IMPACT:** Funding in the amount of \$44,400 for benefit consulting services is included in the FY 2016 adopted budget in the accounts in the table below.

Account #	Funding
110-2700-515-2616	\$37,385
240-4400-551-2616	\$ 844
292-2900-534-2616	\$ 799
520-5000-535-2616	\$ 5,372
<b>Total</b>	<b>\$44,400</b>

**ATTACHMENTS:**  
[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC., IN THE ANNUAL AMOUNT OF \$44,400, FOR EMPLOYEE BENEFITS CONSULTING SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, over the past ten years, Staff has worked closely with SAI-CCBS, now Gallagher Benefit Services, Inc. (Gallagher), on health insurance, dental insurance, retiree insurance, long term disability insurance, life insurance, Section 125 insurances, GASB 45 compliance issues and the Patient Protection Affordable Care Act (PPACA);

**Whereas**, Gallagher has provided invaluable guidance in these areas and has extensive knowledge of the City's past claims data and organizational goals with regard to health management;

**Whereas**, Gallagher will continue to monitor the City's claims experience, help staff with administering contracts, guide the City through recommendations for PPACA compliance and will provide the City with sound guidance and best practice recommendations;

**Whereas**, Staff recommends continuing this relationship with Gallagher due to best practices as well as to maintain continuity and consistency – this agreement will have the option to renew annually upon approval of both parties;

**Whereas**, funding for benefit consulting services is included in the fiscal year 2016 adopted budget and in Account Nos. 110-2700-515-2616, 240-4400-551-2616, 292-2900-534-2616 and 520-5000-535-2616; and

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

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

**Part 1:** The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a professional services agreement with Gallagher Benefit Services, Inc., in the annual amount of \$44,400, for employee benefits consulting services.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lacy Borgeson  
City Secretary

\_\_\_\_\_  
Kayla Landeros  
Acting City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(L)  
Consent Agenda  
Page 1 of 2

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

Jim Tobin, Interim Chief of Police

**ITEM DESCRIPTION:** 2015-XXXX-R: Consider adopting a resolution authorizing the following with regards to jail services provided by Bell County Law Enforcement Center:

1. An increase of the authorized expenditure for FY2015 from \$74,500 to \$104,500, an increase of \$30,000; and
2. The purchase of jail services for FY2016 in the amount of \$74,500.

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

**ITEM SUMMARY:** Approval of this item will provide for jail services adequate to meet the increased volume of jailing services required in FY2015 and will provide for jailing services for FY2016.

Resolution number 2012-6820-R allows the City of Temple to utilize the services of Bell County to house inmates instead of maintaining an in-house jail operation. The Bell County Law Enforcement Center has trained staff in place and space available to fulfill the City's needs. The City has been pleased with the services provided by Bell County and staff recommends the continued purchase of jail services.

On September 4, 2014, Council authorized the purchase of jail services for FY2015 in the amount of \$74,500. Due to an expanded hours that Class C warrants can be confirmed, there has been an increase in the jailing of Class C offenders during FY2015. It is staff's belief that over time these increased incarcerations will result in increased compliance with the judicial system, and ultimately, a safer City. Accordingly, staff is requesting that Council authorize an increased expenditure for jail services of \$30,000 for FY2015.

**FISCAL IMPACT:** Funding in the amount of \$74,500 was designated for jail housing in the FY2015 budget in account 110-2011-521-2623. A budget adjustment is attached requesting an additional appropriation of \$30,000 from account 110-0000-442-07-20.

Funding in the amount of \$74,500 has been included in the adopted FY2016 budget in account 110-2011-521-2623 for jail services. It is expected that the increased expenditure trend for jail services will continue into FY2016, and as such, staff will monitor this expenditure during FY2016 and will request additional appropriation and spending if needed.

**ATTACHMENTS:**

Budget Amendment  
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
110-2011-521-26-23		Other Contract Services - Admin	\$ 30,000	
110-0000-442-07-20		Police Revenue	30,000	
<b>TOTAL.....</b>			<b>\$ 60,000</b>	<b>\$ -</b>

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

Increase in monthly jail bills due to the expanded hours that Class C warrants can be confirmed, that allowed Evening shift and Night shift to arrest people with outstanding warrants.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

9/3/2015


WITH AGENDA ITEM?

☒

Yes

☐

No


  
Department Head/Division Director

8-25-2015  
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 AN INCREASE IN FUNDING IN THE AMOUNT OF \$30,000, FOR FISCAL YEAR 2015 JAIL SERVICES PROVIDED BY THE BELL COUNTY LAW ENFORCEMENT CENTER, AND AUTHORIZING THE PURCHASE OF JAIL SERVICES FROM BELL COUNTY LAW ENFORCEMENT CENTER FOR FISCAL YEAR 2016, IN THE ESTIMATED AMOUNT OF \$74,500; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the City of Temple has utilized the services of Bell County to house inmates for several years instead of maintaining an in-house jail operation and the Bell County Law Enforcement Center has trained staff in place and space available to fulfill the City's needs;

**Whereas,** on September 4, 2014, Council authorized the purchase of jail services from the Bell County Law Enforcement Center in the amount of \$74,500 and due to expanded hours that Class C warrants can be confirmed, there has been an increase cost in the jailing of Class C offenders during fiscal year 2015;

**Whereas,** Staff believes increased incarcerations will result in increased compliance with the judicial system, and ultimately, a safer City - Staff recommends an increase in funding in the amount of \$30,000 for jail services for fiscal year 2015;

**Whereas,** Staff also recommends the continued purchase of jail services from Bell County Law Enforcement Center, for fiscal year 2016, in the estimated annual amount of \$74,500;

**Whereas,** funding for jail services was designated in the fiscal year 2015 budget in Account No. 110-2011-521-2623, however a budget adjustment needs to be approved to appropriate \$30,000 in additional funds from Account No. 110-0000-442-0720 into Account No. 110-2011-521-2623;

**Whereas,** funding for jail services has been included in the adopted fiscal year 2016 budget in Account No. 110-2011-521-2623; 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 an increase in funding in the amount of \$30,000 for fiscal year 2015 for jail services provided by the Bell County Law Enforcement Center and authorizes the continued purchase of jail services from Bell County Law Enforcement Center for fiscal year 2016, in the annual amount of \$74,500.

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

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

**Part 4:** It is hereby officially found and determined that the meeting at which this Resolution 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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(M)  
Consent Agenda  
Page 1 of 2

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

Brynn Myers, Assistant City Manager  
Alan DeLoera, Director of Information Technology

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a purchase from Cornerstone OnDemand, Inc. of Santa Monica, California, in the amount of \$71,497, for a learning management system subscription.

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

**ITEM SUMMARY:** As a central part of our employee safety and training program, staff desires to implement an employee development program with a web-based learning management system (LMS) serving as the platform to administer this program.

The employee development program is intended to be a comprehensive continuing education program that coordinates developmental and training opportunities for all employees of the City of Temple. The overall purpose of this program is to ensure that our employees have the tools they need to be successful in their jobs; to allow employees the opportunity to acquire additional skills and abilities to prepare them for future opportunities; and to maximize their effectiveness as public servants. The program is intended to provide high-quality comprehensive training to all City personnel and to provide resources and tools needed to enhance the productivity, safety, and professionalism of City employees.

The foundation of the employee development program is envisioned as the Core Curriculum series.

The Core Curriculum encompasses the courses that are required to be completed by every City of Temple employee to ensure they have the essential knowledge and skills they need to be successful and safe as an employee in our organization.

In addition to the Core Curriculum series, we anticipate that employees will be able to enroll in one or more “learning tracks” offered through the employee development program. The learning tracks would be designed to provide training and development opportunities specific to an individual employee’s position, interest, skills, and future goals. Learning tracks could include areas such as 1) New Employee; 2) Lead Worker; 3) Administrative Professional; 4) Technology; 5) Safety; 6) Professional Development; 7) Performance Improvement; 8) Emerging Leader; 9) Supervisory; and 10) Leadership.

On June 11, 2015, two proposals were received in response to our request for proposals (RFP) for a web-based learning management to 1) provide the platform to administer the employee development program; 2) provide online courses and learning content with the ability to import both custom and third-party e-learning courses and learning content, and; 3) have the ability to interface with and link to third-part content and to track participation though the LMS system.

The two (2) firms submitting proposals were as follows: Cornerstone OnDemand, Santa Monica, CA and SABA Software Inc., Redwood Shores, CA. A committee was formed to evaluate the proposals. The evaluation criteria as outlined in the RFP are as follows:

- 30% Level that LMS complies with City's desired system specifications;
- 20% Cost of Products/Services;
- 15% Reputation of firm in providing desired products/services;
- 10% General overall ease of use of the system;
- 8% Work plan and assigned staff for implementation;
- 8% Quality and availability of continued operating support;
- 5% Acceptability of terms and conditions of proposed Service Level Agreement; and
- 4% Adequacy and quality of proposal response

Based on the scoring of the evaluation criteria, it is the committee's recommendation to negotiate a contract with Cornerstone OnDemand, Inc. The scope of services defined for the project are as follows:

- Cornerstone OnDemand Learning Cloud annual subscription
- Cornerstone OnDemand Certification Management annual subscription
- 90 business and compliance courses (customer service, ethics, supervisory, etc.)
- 20 Microsoft Office© courses (Excel, Outlook, PowerPoint, etc.)
- 190 safety courses (driving, construction, workplace, HAZMAT, etc.)
- Implementation services

It is anticipated that the implementation process will kick-off in October with supervisors having the opportunity to propose appropriate learning tracks for their employees during our annual evaluation and work plan development process. The anticipated "go-live" date for the employee development program and learning management system is January 1, 2016.

**FISCAL IMPACT:** Funding in the amount of \$71,497 for the purchase of the learning management system subscription is identified in the table below. Annual costs in future years is estimated at \$50,000.

Account #	Funding	Budget Year
110-2700-515-2515	\$37,600	FY 2016
110-2700-515-2515	\$27,000	FY 2015 (funds to be carried forward to FY 2016)
351-1900-519-2515	\$6,897	FY 2016
<b>Total</b>	<b>\$71,497</b>	

**ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A LEARNING MANAGEMENT SYSTEM SUBSCRIPTION, IN THE AMOUNT OF \$71,497, FROM CORNERSTONE ONDEMAND, INC. OF SANTA MONICA, CALIFORNIA; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, as a central part of our employee safety and training program, Staff recommends the implementation of an employee development program with a web-based learning management system (LMS) serving as the platform;

**Whereas**, the employee development program is intended to be a comprehensive continuing education program that coordinates developmental and training opportunities for all City employees with the overall purpose to ensure that employees have the tools they need to be successful in their jobs, to allow employees the opportunity to acquire additional skills and abilities to prepare them for future opportunities, and to maximize their effectiveness as public servants;

**Whereas**, the LMS program is intended to provide high-quality comprehensive training to all City personnel and to provide resources and tools needed to enhance the productivity, safety, and professionalism of City employees;

**Whereas**, the foundation of the employee development program encompasses courses required to be completed by every City employee to ensure they have the essential knowledge and skills needed to be successful and safe;

**Whereas**, it is anticipated that employees will be able to enroll in one or more “learning tracks” offered through the employee development program which will be designed to provide training and development opportunities specific to an individual’s position, interest, skills, and future goals;

**Whereas**, on June 11, 2015, two proposals were received for a web-based LMS with a staff committee evaluating the proposals – after review, Staff recommends awarding the contract to Cornerstone OnDemand, Inc., of Santa Monica, California;

**Whereas**, funding is available for this purchase in Account Nos. 110-2700-515-2515 and 110-351-1900-2515; 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 learning management system subscription, in the amount of \$71,497, with Cornerstone OnDemand, Inc. of Santa Monica, California.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(N)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing Amendment No. One for “Administration and Management Agreement” between the City of Temple, City of Belton, and the Brazos River Authority for administration of the Cities of Temple and Belton Industrial Pretreatment Programs.

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

**ITEM SUMMARY:** The Cities of Temple and Belton entered into a one (1) year “Administration and Management Agreement” commencing on October 1, 2014 and ending September 30, 2015, for the administration of the Cities’ Industrial Pretreatment Programs (IPP). The “Amendment” will extend the Brazos River Authority’s administration for a period of one (1) year and shall end on September 30, 2016.

The Cities' Industrial Pretreatment Programs monitor wastewater discharges into the publicly owned treatment system by certain users of the system to ensure that such discharges are in accordance with State and Federal regulations, as well as City ordinances. BRA will administer and coordinate the program for the Cities. It will interact with permitted industries within the Cities to ensure that all regulations are met and that the quality of wastewater discharged into the system is acceptable under each of the individual permits.

Currently, Belton has only one (1) permitted industry and Temple has twelve (12) permitted industries. Three (3) Temple industries and the one (1) Belton industry discharge to the Temple – Belton Wastewater Treatment Plant (TBP). In accordance with the Management and Administration Agreement, expenses and management fee related to operation of the Cities' IPP at TBP will be allocated 80% to Temple and 20% to Belton. This split may be reevaluated and adjusted as needed as industry needs require.

**FISCAL IMPACT:** Fiscal year 2016 expenditures related to the City of Temple’s Industrial Pretreatment Programs are estimated at a total of (\$49,491 for the Temple-Belton Wastewater Treatment Plant, and \$87,410 for Doshier Farm Wastewater Treatment Plant). City of Temple is only responsible for 80% of the costs incurred for the TBP which is the amount reflected above. Funding for these expenditures has been accounted for in the FY 2016 Proposed Budget, accounts 520-5500-535-2652 (TBP) and 520-5500-535-2655 (Doshier Farm).

**ATTACHMENTS:**

Industrial Pretreatment Program – Amendment No. One  
Resolution

**AMENDMENT NO. ONE  
TO MANAGEMENT AND ADMINISTRATION AGREEMENT BETWEEN BRAZOS  
RIVER AUTHORITY, CITY OF TEMPLE AND CITY OF BELTON – INDUSTRIAL  
PRETREATMENT PROGRAM**

This Amendment No. One to the Management and Administration Agreement Between Brazos River Authority, City of Temple and City of Belton – Industrial Pretreatment Program ("Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Brazos River Authority, ("BRA"), the City of Temple ("Temple"), and the City of Belton ("Belton") (collectively "Parties").

**WHEREAS**, The Parties entered into a one (1) year Management and Administration Agreement for the Industrial Pretreatment Program ("Agreement") commencing on October 1, 2014, and ending on September 30, 2015;

**WHEREAS**, the Parties desire to extend the Agreement for a period of one year;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended for a period of one (1) year and shall end on September 30, 2016.

**This Amendment shall be deemed a part of the Agreement and shall be binding on the Parties. Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be duly executed, and effective upon the receipt of the last signature.

**BRAZOS RIVER AUTHORITY**

By: \_\_\_\_\_  
          **PHILLIP FORD**  
Title: **GENERAL MANAGER / CEO**  
Date: \_\_\_\_\_

**CITY OF TEMPLE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF BELTON**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AMENDMENT NO. 1 TO THE ADMINISTRATION AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF TEMPLE, CITY OF BELTON, AND THE BRAZOS RIVER AUTHORITY FOR ADMINISTRATION OF THE CITIES INDUSTRIAL PRETREATMENT PROGRAMS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the Cities of Temple and Belton entered into a one-year Administration and Management Agreement effective October 1, 2014 and ending September 30, 2015, for the administration of the Cities' Industrial Pretreatment Programs (IPP);

**Whereas,** Amendment No. 1 will extend the Brazos River Authority's (BRA) administration for a period of one year ending September 30, 2016;

**Whereas,** the cities' IPP monitor wastewater discharges into the publicly owned treatment system by certain users of the system to ensure that such discharges are in accordance with State and Federal regulations, as well as City ordinances - BRA will continue to administer and coordinate the program for the Cities and will interact with permitted industries within the Cities to ensure that all regulations are met and that the quality of wastewater discharged into the system is acceptable under each of the individual permits;

**Whereas,** currently, the City of Belton has one permitted industry and the City of Temple has twelve permitted industries – three of Temple's industries and Belton's one industry currently discharge to the Temple – Belton Wastewater Treatment Plant (TBP);

**Whereas,** in accordance with the Management and Administration Agreement, expenses and management fees related to operation of the Cities' IPP at TBP will be allocated 80% to Temple and 20% to Belton - this split may be reevaluated and adjusted as industry needs require;

**Whereas,** fiscal year 2016 expenditures related to the City of Temple's IPP are funded in the fiscal year budget, Account Nos. 520-5500-535-2652 and 520-5500-535-2655; 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, after approval as to form by the City Attorney, to execute Amendment No. 1 to the Administration and Management Agreement between the City of Temple, City of Belton and the Brazos River Authority, for the administration of the Cities' Industrial Pretreatment Programs.

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(O)  
Consent Agenda  
Page 1 of 1

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing payment of the annual invoice from Brazos River Authority in the amount of \$176,250, which covers the availability of 2,500 acre-feet of water per year to the City for FY 2016.

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

**ITEM SUMMARY:** Pursuant to the System Water Availability Agreement between the Brazos River Authority ("BRA") and the City, dated October 1, 2008, the City is allocated 2,500 acre-feet of water per year. This water is then treated at the City's treatment plant and pumped throughout the City. Staff is seeking authorization to make this payment to BRA.

**FISCAL IMPACT:** Funding in the amount of \$176,250 will be available in the FY 2016 Operating Budget in account 520-5100-535-2651.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING PAYMENT OF THE ANNUAL INVOICE FROM BRAZOS RIVER AUTHORITY, IN THE AMOUNT OF \$176,250, WHICH COVERS THE AVAILABILITY OF 2,500 ACRE-FEET OF WATER PER YEAR TO THE CITY OF TEMPLE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, pursuant to the System Water Availability Agreement between the Brazos River Authority and the City of Temple dated October 1, 2008, the City is allocated 2,500 acre-feet of water per year which is treated at the City's treatment plant and pumped throughout the City;

**Whereas**, Staff recommends payment of the annual invoice from Brazos River Authority in the amount of \$176,250;

**Whereas**, funding for this annual invoice is available in the fiscal year 2016 Operating Budget, Account No. 520-5110-535-2651; 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 payment of the annual invoice from Brazos River Authority, in the annual amount of \$176,250, which covers the availability of 2,500 acre-feet of water per year to the City of Temple.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-1)  
Consent Agenda  
Page 1 of 1

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

Heather Mikulas, Utility Business Office Manager  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year service agreement renewal for water meter reading services with Alexander's Contract Services, Inc. of Atascadero, CA, for FY2016 in an estimated annual amount of \$270,000.

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

**ITEM SUMMARY:** Renewal of this agreement will provide contracted water metering services for the City of Temple for FY2016.

On May 2, 2013, the City Council authorized a 3-year agreement with Alexander's Contract Services, Inc. for water meter reading services. The current contract will expire September 30, 2015. The original bid allowed for three (3) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is satisfied with the services provided by Alexander's and recommends Council authorize an extension to the contract. This is the first renewal available under this contract, with two years remaining.

**FISCAL IMPACT:** Funding for contracted water meter reading services is included in the adopted FY2016 budget in account 520-5300-535-2623, Other Contracted Services, in the amount of \$270,000.

**ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH ALEXANDER'S CONTRACT SERVICES, INC., OF ATASCADERO, CALIFORNIA, IN AN ESTIMATED ANNUAL AMOUNT OF \$270,000, FOR WATER METER READING SERVICES FOR FISCAL YEAR 2016; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on May 2, 2013, the City Council authorized a 3-year services agreement with Alexander's Contract Services, Inc. of Atascadero, California, for water meter reading services;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for three additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the services provided by Alexander's and recommends Council authorize a one-year extension to the services agreement - this is the first renewal available under this agreement, with two one-year renewals remaining;

**Whereas**, funding for contracted water meter reading services is included in the adopted fiscal year 2016 budget in Account No. 520-5300-535-2623; 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, after approval as to form by the City Attorney, to execute a one-year extension to the services agreement with Alexander's Contract Services, Inc., of Atascadero, California, in the estimated annual amount of \$270,000, for contracted water meter reading services.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-2)  
Consent Agenda  
Page 1 of 1

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the purchase agreement for tires from Southern Tire Mart, LLC of Memphis, TN, for FY2016 in the estimated annual amount of \$200,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of tires.

On September 4, 2014, the City Council authorized an annual purchase agreement for the purchase of tires with Southern Tire Mart. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is pleased with the products and service provided by Southern Tire Mart and staff believes that the prices are still a good value. Accordingly, staff recommends that Council authorize an extension to the agreement. This will be the first renewal available under this agreement, with three years remaining.

**FISCAL IMPACT:** Each department with vehicles has budgeted for tires. These items will be ordered on an as-needed basis. The estimated annual expenditure of \$200,000 is based on historical expenditures.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH SOUTHERN TIRE MART, LLC, OF MEMPHIS, TENNESSEE, IN THE ESTIMATED ANNUAL AMOUNT OF \$200,000, FOR THE PURCHASE OF TIRES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 4, 2014, the City Council authorized an annual purchase agreement with Southern Tire Mart of Memphis, Tennessee for the purchase of tires;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been pleased with the products and service provided by Southern Tire Mart and believes that the prices offered are still a good value to the City;

**Whereas**, Staff recommends Council authorize a one-year extension to the purchase agreement - this will be the first renewal available under this agreement, with three one-year renewals remaining;

**Whereas**, each department with vehicles has budgeted for tires in their fiscal year 2016 budget and tires will be ordered on an as-needed basis; 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, after approval as to form by the City Attorney, to execute a one year extension to the purchase agreement with Southern Tire Mart, LLC of Memphis, Tennessee, in the estimated annual amount of \$200,000, for the purchase of tires.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-3)  
Consent Agenda  
Page 1 of 1

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

Heather Mikulas, Utility Business Office Manager  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year extension to a services agreement for printing, folding, stuffing and mailing of utility bills and delinquent notices with DataProse, LLC of Coppell for FY2016 in the estimated annual amount of \$180,000.

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

**ITEM SUMMARY:** Renewal of this contract will allow for the printing, folding, stuffing and mailing of utility bills and delinquent notices for FY2016.

On August 15, 2013, the City Council authorized an annual contract with DataProse for printing, folding, stuffing and mailing of utility bills. On September 4, 2014, Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Consistent with the original services agreement, the cost for the mailing services will be as follows:

Presorted Postage Rate	\$ .384 (will be billed based on 'actual' USPS rates)
Statement Processing/Printing/Paper/Envelopes	\$ .088 per statement
Second Side Printing (optional)	\$ .01 per statement
Inserting Extra Items with Statement	\$ .003 per page

Staff is satisfied with the services provided by DataProse and staff believes that we have a good value with the current contracted prices. Accordingly, staff recommends Council authorize an extension to the contract. This will be the second one-year renewal authorized under this contract, with two years remaining.

**FISCAL IMPACT:** Funding in the amount of \$180,000 is included in the adopted FY2016 budget in account 520-5800-535-2623 for Utility Bill Printing and Processing.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH DATAPROSE OF COPPELL, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$180,000, FOR THE PRINTING, FOLDING, STUFFING AND MAILING OF UTILITY BILLS AND DELINQUENT NOTICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** on August 15, 2013, City Council authorized an annual contract with DataProse of Coppel, Texas, for the printing, folding, stuffing and mailing of utility bills;

**Whereas,** on September 4, 2014, Council authorized a one-year extension to the agreement which expires September 30, 2015;

**Whereas,** the original bid allowed for four additional one-year extensions - in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas,** Staff has been satisfied with the services provided by DataProse, believes DataProse offers a great value for the City and recommends Council authorize a one-year extension to the services agreement - this will be the second one-year renewal authorized under this contract, with two one-year renewals remaining;

**Whereas,** funding is available in the adopted fiscal year 2016 budget in Account No. 520-5800-535-2623; 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, after approval as to form by the City Attorney, to execute a one-year extension to the services agreement with DataProse of Coppel, Texas, in the estimated annual amount of \$180,000, for the printing, folding, stuffing and mailing of utility bills and delinquent notices.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-4)  
Consent Agenda  
Page 1 of 1

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

Damon Boniface, Utility Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to a services agreement for hauling and disposal of sludge with S&M Vacuum & Waste, Ltd of Killeen for FY2016 at a rate of \$.029 per gallon in the estimated annual amount of \$160,000.

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

**ITEM SUMMARY:** Renewal of this services agreement will allow for the hauling and disposing of sludge from the City of Temple's Water Treatment Plants.

On September 15, 2011, the City Council authorized an annual contract for hauling and disposal of sludge with S&M Vacuum & Waste, Ltd. On September 6, 2012, September 5, 2013 and September 4, 2014, the City Council authorized one-year extensions to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is pleased with the services provided by S&M Vacuum & Waste Ltd, and staff believes that the \$.029 per gallon haul & disposal rate is still a good value. Accordingly, staff recommends that Council authorize an extension to the contract. This will be the fourth and final renewal available under this contract.

**FISCAL IMPACT:** The Water Treatment Plant estimates that they will need to haul approximately 5,500,000 gallons of sludge per year. Accordingly, the estimated annual expenditure of \$160,000 is based on this quantity. Funding for this service is included in the Water Treatment Plant's FY2016 adopted budget in accounts 520-5100-535-2338.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH S&M VACUUM & WASTE, LTD, OF KILLEEN, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$160,000, FOR THE HAULING AND DISPOSAL OF SLUDGE AT \$.029 PER GALLON; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 15, 2011, City Council authorized an annual services agreement for hauling and disposal of sludge with S&M Vacuum & Waste, Ltd, of Killeen, Texas – on September 6, 2012, September 5, 2013 and September 4, 2014, City Council authorized one-year renewals to the agreement which expires September 30, 2015;

**Whereas**, the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff is pleased with the services provided by S&M Vacuum & Waste, Ltd., believes the price of \$.029 per gallon is a good value to the City and recommends authorizing a one-year extension to this agreement - this will be the final renewal available under this agreement;

**Whereas**, the Water Treatment Plant estimates they will need to haul approximately 5,500,000 gallons of sludge per year - funds are available for this annual expenditure in Account No. 520-5100-535-2338; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with S&M Vacuum & Waste, Ltd., of Killeen, Texas, in an estimated annual amount of \$160,000, for the hauling and disposal of sludge at \$.029 per gallon.

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(P-5)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the contract for HVAC maintenance and repair services with Temple Heat & Air, LLC of Temple for FY2016 in the estimated annual amount of \$154,000.

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

**ITEM SUMMARY:** Renewal of this contract will allow for HVAC maintenance and repair services for City departments during FY2016.

On September 4, 2014, the City Council authorized an annual contract with Temple Heat & Air for providing HVAC repair and maintenance services on an as needed basis using a fixed rate guarantee for materials and labor as follows:

Material markup over cost	- 15% - 50%, depending on unit cost
Labor, straight time	- \$50/hour
Labor, nights & weekends	- \$75/hour
Labor, holidays	- \$85/hour

The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is satisfied with the services provided by Temple Heat & Air and recommends Council authorize an extension to the contract. This will be the first one-year renewal authorized under this contract, with three years remaining.

**FISCAL IMPACT:** Each department has budgeted for HVAC repair service. This service will be ordered on an as-needed basis. Based on historical expenditures, staff estimates that approximately \$154,000 will be expended for HVAC repair and maintenance services in FY 2016.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE CONSTRUCTION CONTRACT WITH TEMPLE HEAT & AIR, LLC OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$154,000, FOR HVAC MAINTENANCE AND REPAIR SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 4, 2014, City Council authorized an annual construction contract with Temple Heat & Air, LLC of Temple, Texas, for HVAC repair and maintenance services using a fixed rate guarantee for materials and labor;

**Whereas**, the original bid allowed for four additional one-year extensions and in order to renew the contract, the vendor must agree to hold its prices firm for an additional year, which it is willing to do - the current contract expires September 30, 2015;

**Whereas**, Staff has been satisfied with the services provided by Temple Heat & Air and recommends Council authorize a one-year extension to the construction contract - this will be the first one-year renewal authorized under this contract, with three one-year renewals remaining;

**Whereas**, each department has budgeted for HVAC repair services in their fiscal year 2016 budget and these services will be ordered on an 'as-needed' basis; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the construction contract with Temple Heat & Air, LLC of Temple, Texas, in the estimated amount of \$154,000, for HVAC maintenance and repair services.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-6)  
Consent Agenda  
Page 1 of 2

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

Leigh Gardner, Library Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing one-year extensions to the annual purchase agreements for the purchase of library books, DVD's, books on CD and compact disks with Baker & Taylor, Inc. of Charlotte, NC, Brodart Co. of Williamsport, PA, and Scholastic Library Publishing, Inc. of Danbury, CT, for FY16 in the estimated annual amount of \$105,000.

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

**ITEM SUMMARY:** On September 5, 2013, Council awarded annual purchase agreements to Baker & Taylor, Inc. of Charlotte, NC, Brodart Co. of Williamsport, PA, and Scholastic Library Publishing, Inc. of Danbury CT for the purchase of library books, DVD's, books on CD and compact disks. On September 4, 2014, Council authorized one-year extensions to the agreements. The current agreements expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendors must agree to hold their prices firm for an additional year, which they are willing to do.

A summary of the pricing and distribution of awards by vendor is as follows:

	<b>Primary Award</b>	<b>Secondary Award</b>
<b>General Trade Books</b>	Brodart, 46.5%*	Baker & Taylor, 45%
<b>Paper Backs, Mass Market</b>	Baker & Taylor, 41%	Brodart, 40%*
<b>Paper Backs, Trade</b>	Baker & Taylor, 41%	Brodart, 40%*
<b>Paper Backs, Pre-Bound</b>	Brodart, 23%	Baker & Taylor, 15%
<b>Library Bindings</b>	Scholastic Lib, 30%	Baker & Taylor, 24%
<b>Books on CD, Abridged</b>	Baker & Taylor, 46%	Brodart, 45%
<b>Books on CD, Unabridged</b>	Baker & Taylor, 46%	Brodart, 45%
<b>DVD's</b>	Baker & Taylor, 32%	Brodart, 15%
<b>Compact Discs</b>	Baker & Taylor, 27%	N/A

***Note: %'s noted are Discount from Publisher's Price List***

\* Hardcover, paperback and audio titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount or invoiced at the publisher's list price

Staff is satisfied with the products and services provided by the vendors listed above and recommends Council authorize extensions to their agreements. This will be the second one-year renewal authorized under these agreements with two years remaining.

**FISCAL IMPACT:** Budgeted amount: \$170,990 in accounts 110-4000-555-22-25, 110-4000-555-22-26 & 110-4000-555-25-22. Estimated expenditure under these purchase agreements: \$105,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR EXTENSION TO THE ANNUAL PURCHASE AGREEMENTS WITH BAKER & TAYLOR, INC., OF CHARLOTTE, NORTH CAROLINA, BRODART CO., OF WILLIAMSPORT, PENNSYLVANIA, AND SCHOLASTIC LIBRARY PUBLISHING, INC. OF DANBURY, CONNECTICUT, IN THE ESTIMATED ANNUAL AMOUNT OF \$105,000, FOR THE PURCHASE OF LIBRARY BOOKS, DVDS, BOOKS ON CD, AND COMPACT DISKS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, Council authorized annual purchase agreements with Baker & Taylor, Inc., of Charlotte, North Carolina, Brodart Co., of Williamsport, Pennsylvania, and Scholastic Library Publishing, Inc., of Danbury, Connecticut, for the purchase of library books, DVDs, books on CD and compact disks;

**Whereas**, on September 4, 2014, Council authorized one-year extensions to these agreements which expire September 30, 2015;

**Whereas**, the original bid allowed for four additional one-year extensions and in order to renew the agreements, the vendors must agree to hold their prices firm for an additional year, which they are willing to do;

**Whereas**, Staff has been satisfied with the products and services provided by all vendors and recommends Council authorize one-year extensions to their purchase agreements - this will be the second one-year renewal authorized under these agreements, with two one-year renewals remaining;

**Whereas**, funds are available for these purchases in Account Nos. 110-4000-555-2225, 110-4000-555-2226 and 110-4000-555-2522; 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, after approval as to form by the City Attorney, to execute one-year extensions to the purchase agreements with Baker and Taylor, Inc., of Charlotte, North Carolina, Brodart Co, of Williamsport, Pennsylvania and Scholastic Library Publishing, Inc., of Danbury, Connecticut, in the estimated annual amount of \$105,000, for the purchase of library books, DVDs, books on CD, and compact disks.

**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 3<sup>rd</sup> day of September, 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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09/03/15  
Item #6(P-7)  
Consent Agenda  
Page 1 of 1

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

Don Bond, PE, City Engineer  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the professional services agreement for construction material testing for all public infrastructure projects, both City-initiated and subdivision-related, with Langerman Foster Engineering Company, LLC of Waco, FY2016 in the estimated annual amount of \$70,000.

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

**ITEM SUMMARY:** Renewal of this professional services agreement will provide construction materials testing for all public infrastructure projects, both City-initiated and subdivision-related, for FY2016.

On September 15, 2011, the City Council authorized a professional services agreement with Langerman Foster Engineering to provide construction materials testing for all infrastructural projects, both City-initiated and subdivision-related. On September 6, 2012, September 5, 2013, and September 4, 2014, the City Council authorized extensions to the contract. This testing includes, but is not limited to, density of subgrade, base and hot mixed asphaltic concrete (MHAC) for roadway construction, gradation of subgrade and base material as well as HMAC, California Bearing Ratios (CBD), concrete strength and density and bedding of trench excavation for utility installations. This testing is essential to assure quality construction and compliance with City specifications and standards. The current contract will expire on September 30, 2015. The original proposal allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is satisfied with the professional services provide by Langerman Foster Engineering and recommends Council authorize an extension to the contract. This will be the fourth and final one-year renewal authorized under this contract.

**FISCAL IMPACT:** Construction material testing services are purchased on an as needed basis throughout the year. Funding in the amount of \$40,400 is included in the FY 2016 adopted budget in account 110-3900-533-2513 for subdivision testing. Project-specific testing is budgeted within each project's budget.

**ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PROFESSIONAL SERVICES AGREEMENT WITH LANGERMAN FOSTER ENGINEERING COMPANY, LLC, OF WACO, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$70,000, FOR CONSTRUCTION MATERIALS TESTING FOR ALL PUBLIC INFRASTRUCTURE PROJECTS, BOTH CITY-INITIATED AND SUBDIVISION-RELATED; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 15, 2011, City Council authorized a professional services agreement with Langerman Foster Engineering Company, LLC, of Waco, Texas, to provide construction materials testing for all infrastructure projects, both City-initiated and subdivision-related;

**Whereas**, on September 6, 2012, September 5, 2013 and September 4, 2014, Council authorized one-year extensions to the agreement – construction materials testing includes, but is not limited to, density of subgrade, base and hot mixed asphaltic concrete for roadway construction, gradation of subgrade and base material as well as, California Bearing Ratios, concrete strength and density and bedding of trench excavation for utility installations;

**Whereas**, this testing is essential to assure quality construction and compliance with City specifications and standards;

**Whereas**, the current agreement expires September 30, 2015 - the original agreement allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the services provided by Langerman Foster Engineering Company, LLC and recommends Council authorize a one-year extension to the professional services agreement – this will be the final renewal authorized under this agreement;

**Whereas**, construction materials testing services are purchased on an ‘as-needed’ basis throughout the year and project-specific testing is budgeted within each project’s budget - funds are available in the fiscal year 2016 budget Account No. 110-3900-533-2513; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the professional services agreement with Langerman Foster Engineering Company, LLC, of Waco, Texas, in the estimated annual amount of \$70,000, for construction materials testing for all infrastructure projects, both City-initiated and subdivision-related.

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(P-8)  
Consent Agenda  
Page 1 of 1

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

Damon B. Boniface, Utility Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the service agreement for water system leak detection services with Wachs Valve and Hydrant Services, LLC, of Buffalo Grove, IL, for FY2016 in the estimated amount of \$70,000.

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

**ITEM SUMMARY:** The City has nearly 600 miles of aging water transmission and distribution lines, and during FY2015, 230 miles of these lines were reviewed and reported on. Renewal of this agreement will allow for continued leak detection services for the Utility Department during FY2016.

On December 18, 2014, the City Council authorized an annual service agreement for leak detection services with Wachs Valve and Hydrant Services LLC, at a rate of \$299 per linear mile. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is pleased with the services provided by Wach's Valve and Hydrant Services, LLC, during FY2015, and staff believes that their pricing of \$299 per linear mile is fair, reasonable, and competitive. Accordingly, staff recommends that Council authorize an extension to the agreement. This will be the first renewal available under this agreement, with three years remaining.

**FISCAL IMPACT:** Funding in the amount of \$70,000 is included for these services in the adopted FY2016 budget in account 520-5200-535-2623.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH WACHS VALVE AND HYDRANT SERVICES, LLC, OF BUFFALO GROVE, ILLINOIS, IN THE ESTIMATED AMOUNT OF \$70,000, FOR WATER SYSTEM LEAK DETECTION SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City currently has approximately 600 miles of transmission and distribution lines which provide potable water to residential, commercial, and industrial customers within Temple – during fiscal year 2015, 230 miles of these lines were reviewed and reported on;

**Whereas**, on December 18, 2014, Council authorized an annual service agreement for leak detection services with Wachs Valve and Hydrant Services LLC, at a rate of \$299 per linear mile;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been pleased with the services provided by Wach's Valve and Hydrant Services, LLC, believes the pricing of \$299 per linear mile is fair, reasonable, and competitive, and recommends that Council authorize a one-year extension to the services agreement - this will be the first renewal available under this agreement, with three one-year renewals remaining;

**Whereas**, funding for this services agreement is available in Account No: 520-5200-535-2623;

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

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

**Part 1:** The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a services agreement with Wachs Valve and Hydrant Services, LLC of Buffalo Grove, Illinois, in the estimated amount of \$70,000, for water system leak detection services.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-9)  
Consent Agenda  
Page 1 of 1

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year extension to the annual purchase agreement for oil and lubricants with Brazos Valley Lubricants of Bryan for FY2016 in the estimated annual amount of \$60,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of oil and lubricants FY2016.

On September 5, 2013, the City Council authorized an annual purchase agreement with Brazos Valley Lubricants for the purchase of oil and lubricants. On September 4, 2014, Council authorized a one-year extension to the contract. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do. The detailed pricing is attached to the September 5, 2013, Council Agenda Item Memorandum.

Staff is satisfied with the products provided by Brazos Valley Lubricants, and based on price research conducted, staff has concluded that we have a good value with the current contracted prices. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the second one-year renewal authorized under this agreement, with two remaining.

**FISCAL IMPACT:** Departments have budgeted for oils and lubricants in their departmental automotive repair & maintenance accounts. Purchases under this agreement will be purchased into a Fleet Maintenance inventory account and charged out to the various department accounts upon use by Fleet Services. Estimated annual expenditure: \$60,000.

**ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH BRAZOS VALLEY LUBRICANTS OF COLLEGE STATION, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$60,000, FOR THE PURCHASE OF OILS AND LUBRICANTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, Council authorized an annual purchase agreement with Brazos Valley Lubricants of College Station, Texas, for the purchase of oils and lubricants – on September 4, 2014, Council authorized a one-year extension to the agreement;

**Whereas**, the current agreement expires on September 30, 2015 – the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff is satisfied with the products provided by Brazos Valley Lubricants, and based on price research conducted, believes Brazos Valley Lubricants continues to offer a good value for the current contracted prices;

**Whereas**, Staff recommends Council authorize a one-year extension to the purchase agreement with Brazos Valley Lubricants of College Station, Texas – this will be the second one-year renewal authorized under this agreement, with two one-year renewals remaining;

**Whereas**, departments have budgeted for oils and lubricants in their departmental automotive repair and maintenance accounts; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Brazos Valley Lubricants of Bryan, Texas, in the estimated annual amount of \$60,000, for the purchase of oils and lubricants.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-10)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year services agreement renewal for low voltage electrical services with Bluebonnet Electrical Services, Inc. of Temple for FY2016 in the estimated annual amount of \$60,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for low voltage electrical services for City departments during FY2016.

On March 6, 2014, the City Council authorized an annual contract with Bluebonnet Electrical services for providing low voltage electrical services on an as needed basis. On September 4, 2014, Council authorized a one-year extension to the agreement. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

The pricing under the contract is structured as follows:

Materials	- cost plus 15%
Rental Equipment	- cost plus 15%
Labor Master Electrician (straight time)	- \$57 per hour
Labor Master Electrician (overtime)	- \$85.50 per hour
Labor Journeyman (straight time)	- \$55 per hour
Labor Journeyman (overtime)	- \$82.50 per hour
Labor Apprentice (straight time)	- \$32 per hour
Labor Apprentice (overtime)	- \$48 per hour

Staff is satisfied with the services provided by Bluebonnet Electrical Services and recommends Council authorize an extension to the contract. This will be the second one-year renewal authorized under this contract, with two years remaining.

**FISCAL IMPACT:** Departments have budgeted for low voltage electrical services in several departmental accounts. This contract will be used on an as-needed basis. Estimated annual expenditure: \$60,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH BLUEBONNET ELECTRICAL SERVICES, INC. OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$60,000, FOR LOW VOLTAGE ELECTRICAL SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on March 6, 2014, City Council authorized an annual services agreement with Bluebonnet Electrical Services, Inc. of Temple, Texas for low voltage electrical services on an 'as-needed' basis – on September 4, 2014, Council authorized a one-year renewal to the agreement;

**Whereas**, the current agreement expires September 30, 2015 – the original bid allowed for four additional one-year renewals and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the services provided by Bluebonnet Electrical Services and recommends Council authorize a one-year extension to the agreement – this will be the second one-year renewal authorized under this agreement, with two one-year renewals remaining;

**Whereas**, departments have budgeted for low voltage electrical services in their departmental accounts - this services agreement will be used on an 'as-needed' basis; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Bluebonnet Electric Services, Inc. of Temple, Texas, in the estimated annual amount of \$60,000, for low voltage electrical services.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-11)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the purchase agreement for electrical supplies from Dealers Electrical Supply of Temple for FY2016 in the estimated annual amount of \$50,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of electrical supplies during FY2016.

On September 5, 2013, the City Council authorized an annual purchase agreement for electrical supplies to Dealers Electrical Supply. On September 4, 2014, Council authorized a one-year extension to the contact. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

The detailed pricing related to this purchase agreement is attached to the September 5, 2013, Council Agenda Item Memorandum. However, a large percentage of the City's electrical supply purchases are not included in the core list of items that were bid, but are purchased under a contracted rate of cost plus 12%.

Staff is pleased with the products and service provided by Dealers Electrical Supply and staff believes that the pricing under the purchase agreement is still a good value. Accordingly, staff recommends that Council authorize an extension to the agreement. This will be the second renewal available under this agreement, with two years remaining.

**FISCAL IMPACT:** Electrical supplies will be purchased on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2016 budget. The estimated annual expenditure of \$50,000 is based on historical expenditures.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH DEALERS ELECTRICAL SUPPLY OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$50,000, FOR ELECTRICAL SUPPLIES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, Council authorized an annual purchase agreement for electrical supplies to Dealers Electrical Supply of Temple, Texas – on September 4, 2014, Council authorized a one-year extension to the agreement;

**Whereas**, the current agreement expires September 30, 2015 – the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, a large percentage of the City's electrical supply purchases are not included in the core list, but are purchased under a contracted rate of cost plus 12% above Dealers Electrical Supply's cost;

**Whereas**, Staff has been pleased with the products and services provided by Dealers Electrical Supply and believes the pricing under the agreement is still a good value for the City;

**Whereas**, Staff recommends Council authorize a one-year renewal to the purchasing agreement – this will be the second renewal available under this agreement, with two one-year renewals remaining;

**Whereas**, electrical supplies are purchased on an 'as-needed' basis and departments which utilize this agreement have budgeted funds in the adopted annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the annual purchase agreement with Dealers Electrical Supply of Temple, Texas, in the estimated annual amount of \$50,000, for electrical supplies.

**Part2:** 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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(P-12)  
Consent Agenda  
Page 1 of 1

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

Kevin Beavers, Director of Parks & Recreation  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the services agreement for janitorial services at the Summit Recreation Center with Jani King of Austin for FY2016 in the estimated annual amount of \$42,548.

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

**ITEM SUMMARY:** Renewal of this services agreement with Jani King of Austin will provide for janitorial services at the Summit Recreation Center during FY2016.

On June 6, 2013, the City Council authorized an annual contract with Jani-King for providing janitorial services at the Summit Recreation Center at a cost of \$3,432.77 per month from September through May and \$3,884.27 per month from June through August. On September 4, 2014, Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is satisfied with the services provided by Jani-King, and believes that the pricing for this service is still a good value. Accordingly, staff recommends Council authorize an extension to the services agreement. This will be the second renewal authorized under this contract, with two years remaining.

**FISCAL IMPACT:** The Summit Recreation Center has included \$42,548 in their adopted FY2016 budget in account 110-3250-551-2623 for janitorial services.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH JANI-KING OF AUSTIN, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$42,548, FOR JANITORIAL SERVICES FOR THE SUMMIT RECREATION CENTER; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on June 6, 2013, the Council authorized an annual contract with Jani-King of Austin, Texas, for janitorial services at the Summit Recreation Center – on September 4, 2014, Council authorized a one-year renewal to the agreement which expires September 30, 2015;

**Whereas**, the original bid allowed for four one-year extensions - in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the services provided by Jani-King, believes the pricing for this service is still a good value to the City, and recommends Council authorize a one-year renewal to the services agreement - this will be the second renewal authorized under this contract, with two one-year renewals remaining;

**Whereas**, the Summit Recreation Center has budgeted for these janitorial services in its fiscal year 2016 Account No. 110-3250-551-2623; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Jani-King of Austin, Texas, in the estimated annual amount of \$42,548, for janitorial services at the Summit Recreation Center.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-13)  
Consent Agenda  
Page 1 of 1

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

Heather Mikulas, Utility Business Office Manager  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the services agreement for large water meter testing and repair services with Great Southwest Meters, Inc. of Waxahachie for FY2016 in the estimated annual amount of \$40,000.

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

**ITEM SUMMARY:** Renewal of this agreement will provide for large water meter testing and repair services for the metering department during FY2016.

On January 5, 2012, the City Council authorized an annual contract with Great Southwest Meters, Inc for large meter testing and repair services. On September 6, 2012, September 5, 2013, and September 4, 2014 the City Council authorized one-year extension to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Pricing under the contract is as follows:

- 3" meter testing, \$165 each;
- 4" meter testing, \$175 each;
- 6" meter testing, \$195 each;
- 8" meter testing, \$205 each;
- and labor to repair meters, \$60/hr.

Staff is satisfied with the services provided by Great Southwest Meters, Inc. and recommends Council authorize an extension to the contract. This will be the fourth one-year renewal authorized under this contract, with no renewals remaining.

**FISCAL IMPACT:** Funding in the amount of \$40,000 is included in the adopted FY2016 budget in account 520-5300-535-2623, Other Contracted Services, for large meter testing.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH GREAT SOUTHWEST METERS, INC., OF WAXAHACHIE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$40,000, FOR LARGE METER TESTING AND REPAIR SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on January 5, 2012, the City Council authorized an annual services agreement for large meter testing and repair services with Great Southwest Meters, Inc., of Waxahachie, Texas - on September 6, 2012, September 5, 2013 and September 4, 2014, Council authorized one-year extensions to the agreement which expires September 30, 2015;

**Whereas**, the original agreement allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for one additional year, which it is willing to do;

**Whereas**, Staff is satisfied with the services provided by Great Southwest Meters, Inc., and recommends Council authorize a one-year renewal to the services agreement, in the estimated annual amount of \$40,000 – this will be the final renewal authorized under this agreement;

**Whereas**, funding for large meter testing is included in the adopted fiscal year 2016 annual budget and in Account No. 520-5300-535-2623; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Great Southwest Meters, Inc., of Waxahachie, Texas, in an estimated annual amount of \$40,000, for large water meter testing and repair services.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-14)  
Consent Agenda  
Page 1 of 1

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

Damon Boniface, Utility Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the services agreement for industrial and high voltage electrical services with T. Morales Company Electric & Controls, Ltd of Florence for FY2016 in the estimated annual amount of \$40,000.

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

**ITEM SUMMARY:** Renewal of this agreement will provide for industrial and high voltage electrical services at the Water Treatment Plant and other City facilities during FY2016.

On September 5, 2013, the City Council authorized an annual services agreement with T. Morales Company Electric & Controls, Ltd for providing industrial electrical services on an as needed basis. On September 4, 2014, Council authorized a one-year extension to the contract. Industrial Electrical Services is defined as all electrical service repair services needed at the Water Treatment Plants and all high voltage repairs (i.e. greater than 600 volts) needed at other City facilities.

The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

The pricing under the contract is structured as follows:

Materials, Rental Equipment, Contracted Labor	- cost plus 15%
Labor Master Electrician/Journeyman (straight time)	- \$58 per hour
Labor Master Electrician/Journeyman (overtime)	- \$87 per hour
Labor Apprentice (straight time)	- \$34 per hour
Labor Apprentice (overtime)	- \$51 per hour

Staff is satisfied with the services provided by T. Morales Company Electric & Controls, Ltd and recommends Council authorize an extension to the services agreement. This will be the second one-year renewal authorized under this contract, with two years remaining.

**FISCAL IMPACT:** Departments have budgeted for electrical services in several departmental accounts. This contract will be used on an as-needed basis. Estimated annual expenditure based on historical expenditures: \$40,000.

**ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH T. MORALES COMPANY ELECTRIC & CONTROLS, LTD. OF FLORENCE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$40,000, FOR INDUSTRIAL AND HIGH VOLTAGE ELECTRICAL SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, the City Council authorized an annual services agreement with T. Morales Company Electric & Controls, Ltd. of Florence, Texas, for industrial electrical services - industrial electrical services is defined as all electrical repair services needed at the Water Treatment Plants and all high voltage repairs (i.e. greater than 600 volts) needed at other City facilities;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff is satisfied with the services provided by T. Morales Company Electric & Controls, Ltd and recommends Council authorize a one-year extension to the services agreement - this will be the first one-year renewal authorized under this contract, with three one-year renewals remaining;

**Whereas**, departments have budgeted for electrical services in the adopted annual budget - this agreement will be used on an 'as-needed' basis; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with T. Morales Company & Electric Controls, Ltd. of Florence, Texas, in the estimated annual amount of \$40,000, for industrial and high voltage electrical services.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-15)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the annual purchase agreement for the design and printing of cotton and cotton-blend t-shirts with Proctor & Rose Custom Screen Printing Plus of Belton for FY2016 in the estimated annual amount of \$35,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the design and printing of cotton and cotton-blend t-shirts for various departments during FY2016.

On September 5, 2013, the City Council authorized an annual purchase agreement with Proctor & Rose Custom Screen Printing Plus for the design and printing of t-shirts. On September 4, 2014, Council authorized a one-year extension to the contract. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do. The detailed pricing is attached to the September 5, 2013, Council Agenda Item Memorandum.

Staff is satisfied with the products and pricing provided by Proctor & Rose Custom Screen Printing Plus and recommends Council authorize an extension to the agreement. This will be the second one-year renewal authorized under this agreement, with two years remaining.

**FISCAL IMPACT:** This contract will be used on as needed basis by various departments. However, the Parks & Leisure Services Department makes the majority of the purchases under this contract. Funding is designated in various departmental accounts. Estimated annual expenditure: \$35,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH PROCTOR & ROSE CUSTOM SCREEN PRINTING PLUS, OF BELTON, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$35,000, FOR THE DESIGN AND PRINTING OF COTTON AND COTTON-BLEND T-SHIRTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, the City Council authorized an annual purchase agreement with Proctor & Rose Custom Screen Printing Plus, of Belton, Texas, for the design and printing of cotton and cotton-blend t-shirts - on September 4, 2014, Council authorized a one-year renewal to the agreement;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff is satisfied with the products and pricing provided by Proctor & Rose Custom Screen Printing Plus and recommends Council authorize a one-year renewal to the purchase agreement – this will be the second one-year renewal authorized under this agreement, with two renewals remaining;

**Whereas**, this purchase agreement will be used on an ‘as needed’ basis and funds have been designated in various department accounts in the fiscal year 2016 adopted budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Proctor & Rose Custom Screen Printing Plus, of Belton, Texas, in the estimated annual amount of \$35,000, for the design and printing of cotton and cotton-blend t-shirts.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-16)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year extension to the purchase agreement for plumbing supplies from Ham & McCreight Supply, Inc. of Temple for FY2016 in the estimated annual amount of \$33,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of plumbing supplies for all City departments during FY2016.

On September 20, 2012, Council awarded an annual purchase agreement to Ham & McCreight of Temple for the purchase of plumbing supplies. On September 5, 2013 and September 4, 2014, the City Council authorized one-year extensions to the agreement. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

The detailed pricing related to this purchase agreement is attached to the September 20, 2012, Council Agenda Item Memorandum. However, a large percentage of the City's plumbing supply purchases are not included in the core list of items that were bid, but are purchased under a contracted rate of cost plus 10%.

Staff is satisfied with the products and service provided by Ham & McCreight. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the third renewal available under this agreement, with one remaining.

**FISCAL IMPACT:** These products will be ordered on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2016 budget. Estimated annual expenditure: \$33,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,  
AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT  
WITH HAM & MCCREIGHT SUPPLY OF TEMPLE, TEXAS, IN THE  
ESTIMATED ANNUAL AMOUNT OF \$33,000, FOR PLUMBING SUPPLIES;  
AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 20, 2012, City Council awarded an annual purchase agreement to Ham & McCreight Supply of Temple, Texas, for the purchase of plumbing supplies – on September 5, 2013 and September 4, 2014 Council authorized one-year extensions to the purchase agreement and the current agreement expires September 30, 2015;

**Whereas**, the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, a large percentage of the City's plumbing supply purchases are not included in the core list of items that were bid, but are purchased under a contracted rate of cost plus 10% above Ham & McCreight's cost;

**Whereas**, Staff has been satisfied with the products and services provided by Ham & McCreight Supply, and recommends Council authorize a one-year renewal to the purchase agreement – this will be the third renewal available under this agreement, with one renewal remaining;

**Whereas**, plumbing supplies are purchased on an 'as needed' basis and departments have budgeted for these materials in several accounts in the adopted fiscal year 2016 annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Ham & McCreight Supply of Temple, Texas, in an estimated annual amount of \$33,000, for the purchase of plumbing supplies.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-17)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal for the purchase of building materials at a mark-up over supplier cost of 15% from Lengefeld Lumber Company of Temple for FY2016 in the estimated annual amount of \$30,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of building materials from Lengefeld Lumber Company during FY2016.

On September 15, 2011, the City Council authorized an annual purchase agreement with Lengefeld Lumber for building materials. On September 6, 2012, September 5, 2013, and September 4, 2014, the City Council authorized one-year extensions to the agreement. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their pricing structure firm for an additional year, which they are willing to do.

Staff is satisfied with the products provided by Lengefeld Lumber and recommends Council authorize an extension to the agreement. This will be the last one-year renewal authorized under this agreement, with none remaining.

**FISCAL IMPACT:** Building materials will be purchased on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2016 budget. The estimated annual expenditure of \$30,000 is based on historical expenditures.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH LENGEFELD LUMBER COMPANY, OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR BUILDING MATERIALS AT A MARK-UP OVER SUPPLIER COST OF 15%; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 15, 2011, Council authorized an annual purchase agreement with Lengefeld Lumber Company of Temple, Texas, for building materials - on September 6, 2012, September 5, 2013 and September 4, 2014, Council authorized one-year extensions to the agreement;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the products provided by Lengefeld Lumber and recommends Council authorize a one-year extension to the purchase agreement - this is the last renewal available under this contract;

**Whereas**, building materials will be purchased on an "as needed" basis - departments have budgeted for these materials in several accounts in the adopted fiscal year budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the annual purchase agreement with Lengefeld Lumber Company of Temple, Texas, in an estimated annual amount of \$30,000, for building materials at a mark-up over supplier cost of 15%.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-18)  
Consent Agenda  
Page 1 of 1

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a purchase agreement for medium duty truck brakes with Russell & Smith Ford of Houston for FY2016 in the estimated annual amount of \$30,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of medium duty truck brakes from Russell & Smith Ford by the Fleet Services Department during FY2016.

On September 4, 2014, the City Council authorized an annual purchase agreement with Russell & Smith Ford, Inc for the purchase of medium duty truck brakes. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do. There is detailed line item pricing for 41 items and a markup of 6% over cost on brake items not specifically listed.

Staff is satisfied with the products provided by Russell & Smith Ford, and based on price research conducted, staff has concluded that we have a good value with the current contracted prices. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the first one-year renewal authorized under this agreement, with three remaining.

**FISCAL IMPACT:** These brakes will be purchased on an as needed basis and are charged to departmental expenditure accounts for vehicles that are serviced by Fleet Services. Departments have budgeted for automotive repairs in their departmental accounts. Estimated annual expenditure based on historical expenditures: \$30,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH RUSSELL & SMITH FORD OF HOUSTON, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR MEDIUM DUTY TRUCK BRAKES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 4, 2014, Council authorized an annual purchase agreement with Russell & Smith Ford, Inc. of Houston, Texas, for the purchase of medium duty truck brakes;

**Whereas**, the current purchase agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do,

**Whereas**, Staff is satisfied with the products provided by Russell & Smith Ford, and based on price research conducted, Staff believes Russell & Smith Ford offers a good value with its current prices;

**Whereas**, Staff recommends Council authorize a one-year extension to the purchase agreement - this will be the first one-year renewal authorized under this agreement, with three one-year renewals remaining;

**Whereas**, brakes will be purchased on an 'as-needed' basis and are charged to departmental expenditure accounts that are serviced by Fleet Services – departments have budgeted for automotive repairs in their individual departmental accounts in the adopted fiscal year 2016 annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Russell & Smith Ford of Houston, Texas, in the estimated annual amount of \$30,000, for the purchase of medium duty truck brakes.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-19)  
Consent Agenda  
Page 1 of 1

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

Kevin Beavers, Director of Parks and Recreation  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year extension to a services agreement for the printing and mailing of the Play-by-Play brochures with Signature Offset of Boulder, CO, for FY2016 in the estimated annual amount of \$30,000.

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

**ITEM SUMMARY:** Renewal of this contract will allow for the FY2016 printing and mailing of a recreational brochure four (4) times per year for the Parks and Recreation Department. The Play-by-Play publication is created quarterly to promote activities happening throughout the City. Staff estimates that 12,000 copies of the publication will be distributed via mail to residents quarterly and 3,000 copies will be distributed to facilities around town.

On April 17, 2014, the City Council authorized a service agreement for the printing of the Play-by-Play brochures to Signature Offset of Boulder, CO, at quarterly rates that are dependent upon number of pages, paper type, the inclusion of color print, and the quantity of brochures. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions, if agreed by both parties. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which Signature Offset is willing to do. The detailed bid tabulation is attached to the April 17, 2014, Council Agenda Item.

Staff is satisfied with the services provided by Signature Offset and staff believes that we have a good value with the current contracted prices. Accordingly, staff recommends Council authorize an extension to the contract. This will be the first one-year renewal authorized under this contract, with three years remaining.

**FISCAL IMPACT:** The adopted FY2016 budget includes \$35,460 in account 110-4100-551-2511 for the design and printing of the Play-by-Play publication with another \$12,400 included in account 110-4100-551-2128 for the mailing the publication. The design services for the publication will be procured under a different agreement. Estimated annual expenditure for the printing and mailing of the publication: \$30,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH SIGNATURE OFFSET OF BOULDER, COLORADO, IN THE ESTIMATED AMOUNT OF \$30,000, FOR THE PRINTING AND MAILING OF THE PLAY-BY-PLAY BROCHURES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on April 17, 2014, Council authorized a services agreement for the printing of the Play-by-Play brochures to Signature Offset of Boulder, Colorado at quarterly rates that are dependent upon number of pages, paper type, the inclusion of color print, and the quantity of brochures;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions, if agreed by both parties, and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, the Play-by-Play publication is created quarterly to promote activities happening throughout the City and Staff estimates that approximately 12,000 copies of the publication will be distributed via mail to residents quarterly and 3,000 copies will be distributed to facilities around town, four times per year;

**Whereas**, Staff has been satisfied with the services provided by Signature Offset and believes the City is provided with a good value at the current contracted prices;

**Whereas**, Staff recommends Council authorize a one-year extension to the services agreement - this will be the first one-year renewal authorized under this contract, with three one-year renewals remaining;

**Whereas**, funding is available in the adopted fiscal year 2016 budget in Account No. 110-4100-551-2511 for the design and printing, and Account No. 110-4100-551-2128 for the mailing; 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, after approval as to form by the City Attorney, to execute a one-year extension to the services agreement with Signature Offset of Boulder, Colorado, in the estimated annual amount of \$30,000, for the printing and mailing of the Play-by-Play brochures.

**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 **3<sup>rd</sup>** day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-20)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year contract renewal to the services agreement for as-needed asbestos inspection and consulting services with Austin Environmental, Inc. of Bryan for FY2016 in the estimated annual amount of \$30,000.

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

**ITEM SUMMARY:** Renewal of this agreement will provide asbestos inspection and consulting services as needed throughout FY2016 for various City departments.

The Texas Asbestos Health Protection Rules (TAHPR) require that a licensed abatement consultant be engaged to determine the existence of asbestos fibers on the renovation or demolition of any building that has public access or occupancy. If it is determined that asbestos containing materials exist, the City is then required to engage a licensed abatement consultant to monitor the asbestos abatement activities.

On February 6, 2014, the City Council authorized an annual contract for as-needed asbestos inspection and consulting services with Austin Environmental, Inc. On September 4, 2014 Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2015. The original RFP allowed for four (4) one-year extensions to the agreement. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is pleased with the services provided by Austin Environmental, Inc., and staff believes that the pricing structure offered by Austin Environmental, Inc. provides a good value. Accordingly, staff recommends that Council authorize an extension to the agreement. This will be the second renewal available under this agreement, with two years remaining.

**FISCAL IMPACT:** Asbestos consulting services will be budgeted in the capital or demolition budget associated with each project. Estimated annual expenditures for FY2016 based on historical expenditures: \$30,000.

**ATTACHMENTS:**  
[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH AUSTIN ENVIRONMENTAL, INC., OF BRYAN, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR AS-NEEDED ASBESTOS INSPECTION AND CONSULTING SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the Texas Asbestos Health Protection Rules (TAHPR) require that a licensed abatement consultant be engaged to determine the existence of asbestos fibers in the renovation or demolition of any building that has public access or occupancy;

**Whereas,** if during the renovation or demolition it is determined that asbestos containing materials exist, the City is then required to engage a licensed abatement consultant to monitor the asbestos abatement activities;

**Whereas,** on February 6, 2014, City Council authorized an annual services agreement for 'as-needed' asbestos inspection and consulting services with Austin Environmental, Inc., of Bryan, Texas – on September 4, 2014, Council authorized a one-year extension to the agreement;

**Whereas,** the current services agreement expires September 30, 2015 - the original bid authorized four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas,** Staff is pleased with the services provided by Austin Environmental, Inc., believes that the pricing structure offered provides a good value to the City and recommends that Council authorize a one-year renewal to the services agreement - this will be the second renewal available under this agreement, with two one-year renewals remaining;

**Whereas,** asbestos consulting services are budgeted in the capital or demolition budget associated with each project; and

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

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

**Part 1:** The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Austin Environmental, Inc., of Bryan, Texas, in the estimated annual amount of \$30,000, for as-needed asbestos inspection and consulting services.



**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(P-21)  
Consent Agenda  
Page 1 of 1

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

Damon Boniface, Utility Director  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the services agreement for the hauling and disposal of Membrane Water Treatment Plant cleaning waste with Magna-Flow Environmental of Humble for FY2016 at \$.07 per gallon and in the estimated annual amount of \$29,600.

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

**ITEM SUMMARY:** Renewal of this agreement will provide hauling and disposal of Membrane Water Treatment Plant CIP waste during FY2016.

On January 3, 2013, the City Council awarded a contract to Magna-Flow Environmental for the hauling and disposal of clean-in-place ("CIP") waste from the Membrane Water Treatment Plant at a rate of \$.07 per gallon. On September 5, 2013 and September 4, 2014, the City Council authorized one-year extensions to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

Staff is pleased with the services provided by Magna-Flow, and staff believes that the haul and disposal rate of 7¢ is still a good value. Accordingly, staff recommends that Council authorize an extension to the contract. This will be the third annual renewal, with one year remaining.

**FISCAL IMPACT:** Funding in the amount of \$29,600 for this service is included in the FY 2016 adopted budget in account 520-5121-535-2338.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH MAGNA-FLOW ENVIRONMENTAL OF HUMBLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$29,600, FOR THE HAULING AND DISPOSAL OF MEMBRANE WASTE, AT \$.07 PER GALLON; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on January 3, 2013, Council awarded a services agreement to Magna-Flow Environmental of Humble, Texas, for the hauling and disposal of clean-in-place (CIP) waste from the Membrane Water Treatment Plant;

**Whereas**, on September 5, 2013 and September 4, 2014, Council authorized one-year extensions to the agreement which expires September 30, 2015 – the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for one additional year, which it is willing to do;

**Whereas**, Staff has been pleased with the services provided by Magna-Flow Environmental, believes that the haul and disposal rate of \$.07 is still a good value for the City and recommends Council authorize a one-year renewal to the services agreement - this will be the third one-year renewal authorized under this agreement, with one renewal remaining;

**Whereas**, funds are budgeted for the hauling and disposal of CIP waste in Account No. 520-5121-535-2338; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Magna-Flow Environmental of Humble, Texas, in the estimated annual amount of \$29,600, for hauling and disposal of membrane clean-in-place (“CIP”) waste, at \$.07 per gallon.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-22)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the services agreement for plumbing repair services with C.A.P.'s Mechanical of Moody for FY2016 in the estimated annual amount of \$30,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for plumbing repair service for all City facilities during FY2016.

On September 5, 2013, the City Council authorized a services agreement with C.A.P.'s Mechanical for providing plumbing repair services on an as needed basis. On September 4, 2014, Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do and are as follows:

Materials, depending on unit cost	- cost plus 12 - 28%
Rental Equipment	- cost plus 5%
Labor Plumber-straight time	- \$95 per hour
Labor Plumber-overtime	- \$127.50 per hour
Labor Plumber's Helper-straight time	- \$48 per hour
Labor Plumber's Helper-overtime	- \$72 per hour

Staff is satisfied with the services provided by C.A.P.'s Mechanical and recommends Council authorize an extension to the services agreement. This will be the second one-year renewal authorized under this contract, with two years remaining.

**FISCAL IMPACT:** Departments have budgeted for plumbing services in several departmental accounts. Estimated annual expenditure based on historical expenditures: \$30,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH C.A.P.'S MECHANICAL OF MOODY, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR PLUMBING REPAIR SERVICES ON AN AS-NEEDED BASIS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, Council authorized a services agreement with C.A.P.'s Mechanical for plumbing repair services on an 'as-needed' basis – on September 4, 2014, Council authorized a one-year extension to the agreement;

**Whereas**, the current agreement expires on September 30, 2015 – the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the services provided by C.A.P.'s Mechanical and recommends Council authorize a one-year renewal to the services agreement - this will be the second one-year renewal authorized under this agreement, with two one-year renewals remaining;

**Whereas**, plumbing services have been budgeted in various departmental accounts in the adopted fiscal year 2016 budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with C.A.P.'s Mechanical of Moody, Texas, in the estimated annual amount of \$30,000, for plumbing repair services on an 'as needed' basis.

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(P-23)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the purchase agreement for sodium hypochlorite, hydrochloric acid, cyanuric acid, and muriatic acid from Commercial Chemical, Inc. dba Poolsure of Houston for FY2016 in the estimated annual amount of \$25,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase or assorted chemicals needed for the treatment of water at various locations during FY2016.

On September 15, 2011, the City Council authorized an annual purchase agreement for sodium hypochlorite, hydrochloric acid, cyanuric acid, and muriatic acid with Poolsure. On September 6, 2012, September 5, 2013, and September 4, 2014, the City Council authorized one-year extensions to the agreement. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do and are as follows:

Sodium Hypochlorite	- \$1.24 per gallon
Hydrochloric Acid	- \$67.50 per 30 gallons
Cyanuric Acid	- \$100.00 per 100 pounds
Muriatic Acid	- \$2.25 per gallon

The City uses these chemicals to treat water in the city pools, splash pads, and water treatment plant.

Staff is pleased with the products provided by Poolsure, and staff believes that the prices are still a good value. Accordingly, staff recommends that Council authorize an extension to the agreement. This will be the final renewal available under this agreement, with none remaining.

**FISCAL IMPACT:** These chemicals will be ordered on an as-needed basis by Parks & Leisure Services and the Water Treatment Plant. Each department has budgeted for these chemicals in their adopted FY2016 budget. Estimated annual expenditure based on historical usage by both departments: \$25,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH COMMERCIAL CHEMICAL, INC., DBA POOLSURE, OF HOUSTON, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR THE PURCHASE OF SODIUM HYPOCHLORITE, HYDROCHLORIC ACID, CYANURIC ACID, AND MURIATIC ACID; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 15, 2011, the City Council authorized an annual purchase agreement for sodium hypochlorite, hydrochloric acid, cyanuric acid, and muriatic acid with Commercial Chemical, Inc. d/b/a Poolsure of Houston, Texas;

**Whereas**, on September 6, 2012, September 5, 2013 and September 4, 2014, Council authorized one-year extensions to the agreement;

**Whereas**, the current agreement expires September 30, 2015 – the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for one additional year, which it is willing to do;

**Whereas**, the City uses the chemicals to treat water in the city pools, splash pads and the water treatment plant;

**Whereas**, Staff has been pleased with the products provided by Poolsure, believes that the prices are still a good value to the City and recommends Council authorize a one-year renewal to the purchase agreement – this will be the final renewal authorized under this agreement;

**Whereas**, these items are ordered on an ‘as needed’ basis by Parks and Leisure Services and the Water Treatment Plant – both departments have budgeted for these chemicals in the adopted fiscal year 2016 annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Commercial Chemical, Inc., d/b/a Poolsure of Houston, Texas, in an estimated annual amount of \$25,000, for the purchase of sodium hypochlorite, hydrochloric acid, cyanuric acid, and muriatic acid.



**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(P-24)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Ashley Williams, General Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the purchase agreement for lighting supplies from Dealers Electrical Supply of Temple for FY2016 in the estimated annual amount of \$25,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the purchase of lighting supplies during FY2016.

On September 5, 2013, the City Council authorized an annual purchase agreement for lighting supplies with Dealers Electrical Supply. On September 4, 2014, Council authorized a one-year extension to the contract. The current agreement will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do.

The detailed pricing of the core list of items included under the purchase agreement is attached to the September 5, 2013, Council Agenda Item Memorandum. Lighting supplies needed that are not on the core list are purchased at Dealer's Electrical Supply's cost + 12%.

Staff is pleased with the products and service provided by Dealers Electrical Supply and staff believes that the prices are still a good value. Accordingly, staff recommends that Council authorize an extension to the agreement. This will be the second renewal available under this agreement, with two years remaining.

**FISCAL IMPACT:** Lighting supplies will be purchased on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2016 budget. The estimated annual expenditure based on historical expenditures: \$25,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH DEALERS ELECTRICAL SUPPLY OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR LIGHTING SUPPLIES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, the City Council authorized an annual purchase agreement with Dealers Electrical Supply of Temple, Texas for lighting supplies – on September 4, 2014, Council authorized a one-year renewal to the agreement;

**Whereas**, the current agreement expires September 30, 2015 – the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, lighting supplies that are not on the core list provided to the City, are purchased under a contracted rate of cost plus 12% above Dealers Electrical Supply's cost;

**Whereas**, Staff has been pleased with the products and service provided by Dealers Electrical Supply, believes the prices are still a good value to the City and recommends that Council authorize a one-year renewal to the agreement - this will be the second renewal available under this agreement, with two one-year renewals remaining;

**Whereas**, lighting supplies are purchased on an 'as-needed' basis and departments have budgeted for these materials in several accounts in their adopted fiscal year 2016 annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the annual purchase agreement with Dealers Electrical Supply of Temple, Texas, in the estimated annual amount of \$25,000, for lighting supplies.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(P-25)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the services agreement for telemetry/SCADA with T. Morales Company Electric & Controls, Ltd of Florence for FY2016 in the estimated annual amount of \$25,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for telemetry/SCADA services for various City departments during FY2016.

On September 5, 2013, the City Council authorized an annual services agreement with T. Morales Company Electric & Controls, Ltd for providing Telemetry/SCADA services on an as needed basis. On September 4, 2014, Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their prices firm for an additional year, which they are willing to do and are as follows:

Materials, Rental Equipment, Contracted Labor	- cost plus 15%
Labor Master Electrician (straight time)	- \$85 per hour
Labor Master Electrician (overtime)	- \$110 per hour
Labor Journeyman (straight time)	- \$75 per hour
Labor Journeyman (overtime)	- \$100 per hour
Labor Apprentice (straight time)	- \$45 per hour
Labor Apprentice (overtime)	- \$67.50 per hour

Staff is satisfied with the services provided by T. Morales Company Electric & Controls, Ltd and recommends Council authorize an extension to the contract. This will be the second one-year renewal authorized under this contract, with two years remaining.

**FISCAL IMPACT:** Department that use telemetry/SCADA services has included funding for these services in their adopted FY 2016 repairs & maintenance budget. Estimated annual expenditure based on historical expenditures: \$25,000.

**ATTACHMENTS:**  
[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH T. MORALES COMPANY ELECTRIC & CONTROLS, LTD. OF FLORENCE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR TELEMETRY/SCADA SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013, Council authorized an annual services agreement with T. Morales Company Electric & Controls, Ltd for telemetry/SCADA services on an 'as-needed' basis – on September 4, 2014, Council authorized a one-year renewal to the agreement;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year renewals and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the services provided by T. Morales Company Electric & Controls, Ltd and recommends Council authorize a one-year renewal to the services agreement - this will be the second one-year renewal authorized under this agreement, with two renewals remaining;

**Whereas**, departments that utilize telemetry/SCADA services have included these services in their adopted fiscal year 2016 annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with T. Morales Company & Electric Controls, Ltd of Florence, Texas, in the estimated annual amount of \$25,000, for telemetry/SCADA services.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-26)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the annual purchase agreement for the design and printing of dri fit t-shirts with Sports World of Temple for FY2016 in the estimated annual amount of \$25,000.

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

**ITEM SUMMARY:** Renewal of this agreement will allow for the design and printing of dri fit t-shirts for various departments during FY2016.

On September 4, 2014, the Council authorized an annual purchase agreement with Sports World for the design and printing of dri fit t-shirts. The current agreement expires on September 30, 2015. The original bid allowed for four (4) additional one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do. The detailed pricing is attached to the September 4, 2014, Council Agenda Item Memorandum.

Staff is satisfied with the products and pricing provided by Sports World and recommends Council authorize an extension to the agreement. This will be the first one-year renewal authorized under this agreement, with three years remaining.

**FISCAL IMPACT:** This contract will be used on as needed basis by various departments. However, the Parks & Leisure Services Department makes the majority of the purchases under this contract. Funding is designated in various departmental accounts. Estimated annual expenditure based on historical expenditures: \$25,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH SPORTS WORLD OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR THE DESIGN AND PRINTING OF DRI FIT T-SHIRTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 4, 2014, Council authorized an annual purchase agreement with Sports World of Temple, Texas, for the design and printing of dri fit t-shirts - the current agreement expires September 30, 2015;

**Whereas**, the original bid allowed for four additional one-year renewals and in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it is willing to do;

**Whereas**, Staff has been satisfied with the products and pricing provided by Sports World and recommends Council authorize a one-year renewal to the purchase agreement - this will be the first one-year renewal authorized under this agreement, with three renewals remaining;

**Whereas**, this contract will be used on an 'as-needed' basis by various departments and those departments have budgeted for this purchase in the adopted fiscal year 2016 annual budget; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Sports World of Temple, Texas, in the estimated annual amount of \$25,000, for the design and printing of dri fit t-shirts.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(P-27)  
Consent Agenda  
Page 1 of 2

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year extension to the online auction services agreement with GovDeals, Inc. of Montgomery, Alabama, for FY2016 for a fee of 2.5% of the winning bid values.

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

**ITEM SUMMARY:** Renewal of this agreement will provide on-line auction services for the disposal of surplus City property during FY2016.

On May 19, 2011, Council awarded an agreement to GovDeals, Inc. to provide online auction services to the City. On September 6, 2012, September 5, 2013, and September 4, 2014, Council awarded one-year extensions to the contract. The current contract expires on September 30, 2015. The original proposal allowed for four (4) additional one-year extensions. In order to renew the contract, the vendor must agree to hold their pricing structure firm for an additional year, which they are willing to do.

GovDeals fee for using their online auction service is 12.5% for assets sold for less than \$100,000 with a decreasing rate should the City sell an item for greater than \$100,000. GovDeals' fee covers the marketing of items using a nationwide web-based application, email notification of the availability of items to commodity-specific vendors, collection of proceeds from the winning bidders, and submission of the net proceeds to the City. Consistent with how other public entities have established contracts with GovDeals, the awarded bidder pays 10% of the 12.5% fee, and the City pays 2.5% of the fee.

A summary of the City's auction activities for the three (3) past fiscal years is as follows:

	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>
Total Proceeds	\$120,115	\$90,647	\$782,187.51
Number of Online Auction Items Sold	155	486	142

Staff has been very pleased with the services provided by GovDeals and recommends Council authorize an extension to the contract. This will be the final year renewal authorized under this contract, with none remaining.

**FISCAL IMPACT:** Revenue generated from the sale of auction items will be booked to a revenue account for the respective fund responsible for the assets sold. The 2.5% fee absorbed by the City will be charged to the Purchasing Department budget in account #110-1300-515-2623, Other Contracted Services. Since it is not known exactly the volume of items to be sold each year, a budget amendment will be prepared for the 2.5% fee as items are sold to appropriate funds from the revenue account to account 110-1300-515-2623.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ONLINE AUCTION SERVICES AGREEMENT WITH GOVDEALS, INC., OF MONTGOMERY, ALABAMA, TO PROVIDE ONLINE AUCTION SERVICES TO THE CITY FOR A FEE OF 2.5% OF THE WINNING BID VALUES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on May 19, 2011, Council awarded an agreement to GovDeals, Inc., of Montgomery, Alabama, to provide online auction services to the City – on September 6, 2012, September 5, 2013, and September 4, 2014, Council awarded one-year extensions to the online auction services agreement;

**Whereas**, the current agreement expires September 30, 2015 - the original bid allowed for four additional one-year extensions and in order to renew the agreement, the vendor must agree to hold its pricing structure firm for an additional year, which it is willing to do;

**Whereas**, GovDeals' fee for using its online auction service is 12.5% for assets sold for less than \$100,000, with a decreasing rate should the City sell an item for greater than \$100,000 – GovDeals' fee covers the marketing of items using a nationwide web-based application, email notification of the availability of items to commodity-specific vendors, collection of proceeds from the winning bidders, and submission of the net proceeds to the City;

**Whereas**, consistent with how other public entities have established contracts with GovDeals, the awarded bidder pays 10% of the 12.5% fee, and the City pays 2.5% of the fee;

**Whereas**, Staff has been very pleased with the services provided by GovDeals and recommends Council authorize a one-year renewal to the agreement - this will be the final renewal authorized under this agreement;

**Whereas**, revenue generated from the sale of auction items is deposited into a revenue account for the respective fund responsible for the assets sold – the 2.5% fee absorbed by the City will be charged to the Purchasing Department in Account No. 110-1300-515-2623; 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, after approval as to form by the City Attorney, to execute a one-year renewal to the agreement with GovDeals, Inc., of Montgomery, Alabama, to provide online auction services to the City of Temple for a fee of 2.5% of the winning bid values.

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(Q-1)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Alan DeLoera, Director of Information Technology

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing continued cellular services, data services, and related equipment acquisitions through Verizon Wireless, utilizing a State of Texas DIR contract, for FY2016 in the estimated annual amount of \$250,000.

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

**ITEM SUMMARY:** Approval of this agenda item will provide for continued cellular services for all City departments through FY2016.

The City currently has 307 cellular phones, 107 smart phones, and 219 data devices serviced through Verizon Wireless. The Purchasing and Information Technology departments have reviewed the current Verizon contract and have done some comparisons with other plans and vendors and are confident that the DIR contract offers the lowest rates available with the best service coverage.

An administrative directive is in place that states the policies and guidelines associated with the City's wireless device program.

Staff has been pleased with the services provided by Verizon Wireless and recommends Council award extensions to the contracts.

**FISCAL IMPACT:** Each department with cellular phones and wireless data cards has budgeted for these services and equipment in their FY2016 adopted budgets.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CONTINUED CELLULAR SERVICES, DATA SERVICES, AND RELATED EQUIPMENT ACQUISITIONS THROUGH VERIZON WIRELESS, IN THE ESTIMATED AMOUNT OF \$250,000, UTILIZING A STATE OF TEXAS DIR CONTRACT FOR FISCAL YEAR 2016; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the City currently has 307 cellular phones, 107 smart phones, and 219 data devices serviced through Verizon Wireless;

**Whereas,** the Purchasing and Information Technology departments have reviewed the current Verizon contract and are confident that the current contract offers the lowest rates available with the best service coverage for the City;

**Whereas,** Staff has been pleased with the services provided by Verizon Wireless and recommends Council award a one-year extension to the contracts;

**Whereas,** each department with cellular phones and wireless data cards, have budgeted for these services in their annual fiscal year 2016 adopted budget; 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, after approval as to form by the City Attorney, to execute any and all documents related to the continuation of cellular services, data services, and related equipment acquisitions through Verizon Wireless utilizing a State of Texas DIR contract, in the estimated amount of \$250,000.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(Q-2)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual purchase agreement for office supplies with Perry Office Plus, Inc. of Temple for FY2016 in the estimated annual amount of \$130,000.

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

**ITEM SUMMARY:** Approval of this annual purchase agreement will provide office supplies for all city departments during FY2016.

Perry Office Plus, Inc. (Perry's) has an office supply contract through BuyBoard, a cooperative that performs competitive bids on behalf of public entities. Perry's current contract with the BuyBoard expires on October 31, 2015. The BuyBoard accepted new office supply bids for a contract period commencing on November 1, 2013, on July 2, 2015. Perry's submitted a bid to the BuyBoard in response to their solicitation. Per feedback received from the BuyBoard, it is anticipated that the administration board will award the office supply contracts on September 16, 2015. As such, it is staff's recommendation to award a contract for the purchase of office supplies through October 31, 2015, to Perry Office Plus, and assuming the BuyBoard awards Perry's a new contract effective November 1, 2015, authorize staff to utilize the new contract.

Staff regularly reviews pricing offered by Perry's and deems it to be reasonable and competitive. Staff has also been pleased with the quality of service and next day desktop delivery provided by Perry's.

**FISCAL IMPACT:** Office supplies are purchased on an as needed basis by each department and are budgeted as such in the adopted FY2016 budget. Estimated annual expenditure based on historical purchases: \$130,000.

### **ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH PERRY OFFICE PLUS, INC., OF TEMPLE, TEXAS, IN AN ANNUAL ESTIMATED AMOUNT OF \$130,000, FOR OFFICE SUPPLIES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, Perry Office Plus, Inc. has been awarded an office supply contract through BuyBoard, a cooperative that performs competitive bids on behalf of public entities – their current contract with the BuyBoard expires October 31, 2015;

**Whereas**, per feedback received from the BuyBoard, it is anticipated that the administration board will award the office supply contract on September 16, 2015 and as such, it is Staff's recommendation to award a contract for the purchase of office supplies to Perry Office Plus, Inc. through October 31, 2015 – should the BuyBoard awards Perry's a new contract effective November 1, 2015, Staff requests Council to authorize staff to utilize the new contract;

**Whereas**, Staff regularly reviews pricing offered by Perry's and deems it to be reasonable and competitive - Staff has been pleased with the quality of service and next day desktop delivery provided by Perry's;

**Whereas**, office supplies are purchased on an 'as-needed' basis by each department and budgeted in the adopted fiscal year 2016 budget; 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, after approval as to form by the City Attorney, to execute an annual purchase agreement with Perry Office Plus, Inc., of Temple, Texas, in the estimated annual amount of \$130,000, for office supplies utilizing a BuyBoard contract.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(Q-3)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual purchase agreement for janitorial supplies with Gulf Coast Paper Company of Temple for FY2016 in the estimated annual amount of \$110,000.

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

**ITEM SUMMARY:** Approval of this annual purchase agreement will provide janitorial supplies for all city departments for FY2016.

The Purchasing Department currently stocks a number of janitorial products in its warehouse. As departments need these items, stock requisition are submitted to the Purchasing Department. For those items not stocked, the Purchasing Department orders them as non-stocked items.

Gulf Coast Paper has been awarded a new contract through the BuyBoard effective September 1, 2015. Staff has reviewed the pricing available under the BuyBoard contract and have concluded the contracted pricing is reasonable and competitive when compared to other available BuyBoard janitorial supply contracts.

Gulf Coast Paper has been supplying the City with janitorial supplies under a BuyBoard contract for several years and staff has been pleased with their products and delivery service. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

**FISCAL IMPACT:** Janitorial supplies are purchased on an as needed basis and are charged to departmental janitorial supplies budgets when issued to the respective departments. Estimated annual expenditure: \$110,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH GULF COAST PAPER COMPANY OF TEMPLE, TEXAS, FOR JANITORIAL SUPPLIES, IN AN ANNUAL ESTIMATED AMOUNT OF \$110,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the Purchasing department currently stocks a number of janitorial products in its warehouse and as departments need these items, stock requisitions are submitted – for those items not stocked, the Purchasing department orders them as non-stocked items for other departments;

**Whereas,** Gulf Coast Paper has been awarded a new contract through the BuyBoard effective September 1, 2015 - Staff has reviewed the pricing available under the BuyBoard contract and believes the contracted pricing is reasonable and competitive when compared to other available BuyBoard janitorial supply contracts;

**Whereas,** Gulf Coast Paper has been supplying the City with janitorial supplies under a BuyBoard contract for several years and staff has been pleased with their products and delivery service - contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas,** janitorial supplies are purchased on an ‘as-needed’ basis and each department has budgeted funds in their annual fiscal year 2016 adopted budget; 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, after approval as to form by the City Attorney, to execute an annual purchase agreement with Gulf Coast Paper of Temple, Texas, in the estimated annual amount of \$110,000, for janitorial supplies, utilizing a BuyBoard contract.

**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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Kayla Landeros  
City Attorney

ATTEST:

\_\_\_\_\_  
Lacy Borgeson  
City Secretary



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(Q-4)  
Consent Agenda  
Page 1 of 1

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

Damon Boniface, Director of Utilities  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of sewer line chemical root control services for FY2016 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 2016. 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.

Duke's Root Control has been awarded contract #462-14 by BuyBoard. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities. Duke's contract with the BuyBoard expires on October 31, 2017.

**FISCAL IMPACT:** Funding for these services in the amount of \$65,000 is included in the FY2016 adopted budget in account 520-5440-535-2616.

**ATTACHMENTS:**

[Resolution](#)

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

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

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**Whereas**, for many years, the City has utilized chemical root control to manage and minimize the growth of roots in the sanitary sewer system - in older sewer systems, roots from trees and vegetation enter the system through cracks in the pipes in attempt to find a source of water;

**Whereas**, as these roots grow, they eventually make existing cracks in the system bigger, resulting in 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 the sanitary sewer lines open;

**Whereas**, chemicals utilized do not impact the wastewater treatment plants - contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, Staff has been pleased with the services provided by Duke's and recommends Council authorize 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;

**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, in the estimated annual amount of \$65,000, from Duke's Root Control, Inc., of Syracuse, New York, utilizing a BuyBoard contract.

**Part 2:** The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute any documents 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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #6(Q-5)  
Consent Agenda  
Page 1 of 1

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual purchase agreement for automotive repair parts with O'Reilly's Auto Parts for FY2016 in the estimated annual amount of \$61,000.

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

**ITEM SUMMARY:** Approval of this annual purchase agreement will provide automotive repair parts for the City's Fleet Services Department for FY2016.

On September 5, 2013 and September 4, 2014, the City Council authorized annual purchase agreements with O'Reilly's Auto Parts for the purchase of automotive repair parts. Pricing per the BuyBoard contract is 41% off of the list price and includes delivery to Fleet Services. Fleet Services staff has reviewed the available pricing and has determined that it is reasonable and competitive.

O'Reilly's Auto Parts has been awarded contract #470-14 by BuyBoard. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities. O'Reilly's contract with the BuyBoard expires on November 30, 2017.

**FISCAL IMPACT:** The automotive repair parts will be purchased on an as needed basis and are charged to departmental expenditure accounts for vehicles and equipment that are serviced by Fleet Services. Departments have budgeted for automotive repairs in their departmental accounts. Estimated annual expenditure: \$61,000.

**ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH O'REILLY'S AUTO PARTS, IN AN ANNUAL ESTIMATED AMOUNT OF \$61,000, FOR AUTOMOTIVE REPAIR PARTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 5, 2013 and September 4, 2014, Council authorized an annual purchase agreement with O'Reilly's Auto Parts for the purchase of automotive repair parts;

**Whereas**, pricing per the BuyBoard contract is 41% off the list price and includes delivery to the Fleet Services department – contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, automotive repair parts are purchased on an 'as-needed' basis and are charged to departmental expenditure accounts for vehicles and equipment services – departments have budgeted for automotive repairs funds in their departmental accounts; 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, after approval as to form by the City Attorney, to execute an annual purchase agreement with O'Reilly's Auto Parts, in the estimated annual amount of \$61,000, for automotive repair parts, utilizing a BuyBoard contract.

**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 3<sup>rd</sup> day of **September**, 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



## CITY COUNCIL ITEM MEMORANDUM

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09/03/15  
Item #6(R)  
Consent Agenda  
Page 1 of 2

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

Mark Baker, Planner

**ITEM DESCRIPTION:** SECOND & FINAL READING – A-FY-15-02: Consider adopting an ordinance abandoning a right-of-way consisting of 0.089 +/- acre, approximately 31.60 feet wide, formerly known as part of Old Belton Road, partially established by use, and partially dedicated by the plat of Hillside Addition, according to the plat recorded in Volume 397, Page 280, of the Deed Records of Bell County, Texas, and requiring conveyance of a 15 foot wide public utility easement on the property addressed as 3010 South General Bruce Drive.

**STAFF RECOMMENDATION:** Adopt ordinance as presented on second and final reading.

**ITEM SUMMARY:** The applicant, Temple Civil Engineering, on behalf of RMSJ INVESTMENTS, LTD, has applied for abandonment of a 31.60 foot wide road right-of-way adjoining part of Lot 1, Hillside Addition, addressed 3010 South General Bruce Drive. The road was once known as Old Belton Road, and portions were later referenced on maps as West Avenue K. The subject tract is not maintained by the City for public road purposes. A portion of the subject tract was dedicated for public road purposes by the plat of Hillside Addition, which was recorded on May 10, 1929, in Volume 397, Page 280, of the Deed Records of Bell County, Texas. Hillside Addition was annexed into the City in 1940, according to County records. The remainder of the subject tract has been identified by the Texas Department of Transportation as right-of-way by use within Hillside Addition.

The abandoned roadway will be included in a future plat and is anticipated for a future non-residential development project, since the property is currently zoned Light Industrial (LI).

Public utility providers servicing the area were notified, including the City of Temple Public Works and Fire Department. While no Fire Department issues were identified, an active 6-inch sewer line within the 31.60-foot width has been identified. As a result, a 15-foot sewer easement will be required for the sewer line. Staff and the applicant have agreed that the 15-foot easement will be created by separate instrument.

The future plat will document the easement. The right-of-way abandonment will not be effective until the easement agreement is executed.

**FISCAL IMPACT:** If abandonment is approved, the applicant will pay consideration of \$1,372, the estimated fair market value of the subject tract. Revenue received will be deposited in account 110-0000-461-0423, Sale of Land, in the amount of \$1,372.

**ATTACHMENTS:**

Site Photos (Aerial)

Surveyors Sketch & Field Notes (Exhibit A)

Ordinance

## Site Photos

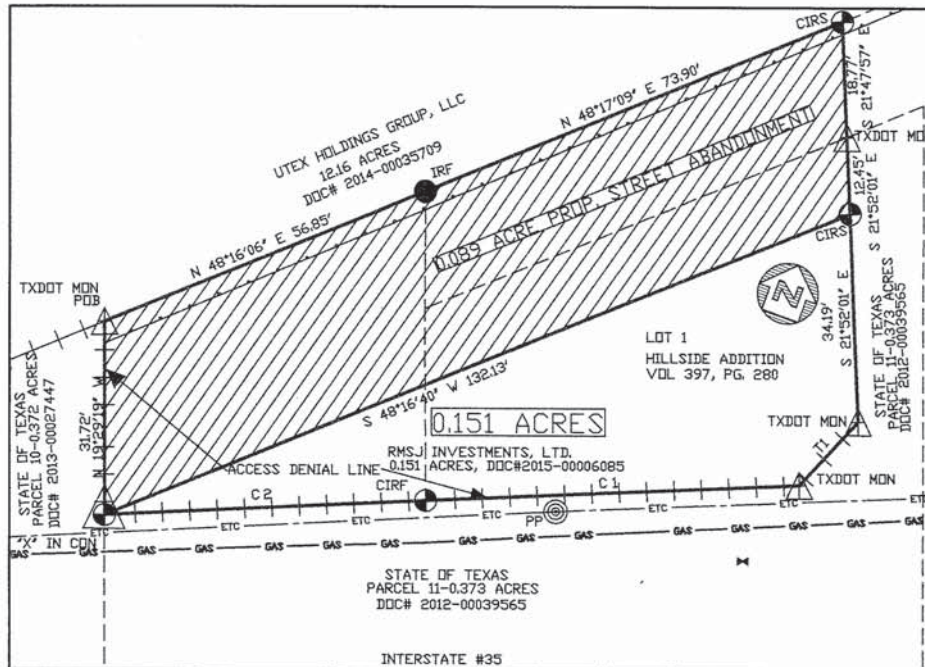


### Vicinity (Aerial)



### Vicinity (Closeup)





TANGENT TABLE		
NUMBER	DISTANCE	BEARING
T1	14.21'	S 23°00'47" W

LEGEND	
	IRON ROD SET W/ CAP#2181
	IRON ROD FOUND
	TEX-DOT MONUMENT
	"X" IN CONCRETE

CURVE TABLE				
NUMBER	CHORD BRG	RADIUS	LENGTH	CHD LENGTH
C1	S 67°53'33" W	21622.00'	61.43'	61.43'
TXDOT	N 67°51'46" E	21622.00'	114.18'	114.18'
C2	S 67°44'28" W	21622.00'	52.81'	52.81'
TXDOT	N 67°51'46" E	21622.00'	114.18'	114.18'

STATE OF TEXAS : NOTE: BEARING REFERENCE FOR THIS SURVEY IS GRID NORTH, NAD 83, ZONE 4203,  
COUNTY OF BELL : CONVERGENCE 1DEG 31' 18"

KNOW ALL MEN BY THESE PRESENTS, that I, Carl B. Pearson, Registered Professional Land Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground on 06/08/2015 that certain 0.089 acre tract of land being the proposed street abandonment property, out of the REDDING ROBERTS Survey, Abstract #692, Bell County, Texas. I further certify that this plat is a true and accurate representation of said survey.

IN WITNESS THEREOF, my hand and seal this the 30 th day of July, 2015.

Carl B. Pearson  
Registered Professional Land Surveyor  
Seal No. 2181  
TEMPLE CIVIL ENGINEERING  
P.O. BOX 1129  
TEMPLE, TX 76503-1129



PART ONE-PLAT  
PART TWO-FIELD NOTES  
A-8711



TEMPLE CIVIL ENGINEERING COMPANY INC.  
ENGINEERS, PLANNERS, SURVEYORS  
1111 WESTLAKE BLVD  
SUITE 100  
TEMPLE, TX 76503  
TEL: 767-4673  
FAX: 767-4673  
Email: temple@templecivil.com



## STREET ABANDONMENT

Field notes for a 0.089 acre Street Abandonment, being out of and a part of the REDDING ROBERTS SURVEY, ABSTRACT #692, in Temple, Bell County, Texas, and also being a part of that certain 0.151 acre tract of land described in a deed to RMSJ INVESTMENTS, LTD., recorded in Doc. #2015-00006085, of the Deed Records of Bell County, Texas, said proposed 0.089 acre Street Abandonment being more fully described as follows:

Beginning at a Texas Department of Transportation Monument found for the Northwest corner of this Street Abandonment and the Northwest corner of the aforementioned 0.151 acre tract of land, said point of beginning also being the most Northerly Northeast corner of Parcel #10, a 0.372 acre tract of land described in a Deed to the State of Texas recorded in Doc#2013-00027447 of the Deed Records of Bell County, Texas.

Thence: N 48deg. 16' 06" E, 56.85 feet with the North line of this Street Abandonment, with the North line of the aforementioned 0.151 acre tract of land and with the South line of a 12.16 acre tract of land described in a Deed to UTEX HOLDINGS GROUP, LLC., recorded in Doc. #2014-00035709 of the Deed Records of Bell County, Texas, to an iron rod found for an angle point in the North line of this Street Abandonment and the Northwest corner of Hillside Addition according to the Plat of Record in Volume 397, Page 280, of the Deed Records of Bell County, Texas.

Thence: N 48deg. 17' 09" E, 73.90 feet, continuing with the North line of this Street Abandonment, with the North line of the aforementioned 0.151 acre tract of land, with the North line of Hillside Addition and with the South line of the aforementioned 12.16 acre tract of land, to an iron rod set with Cap #2181 for the Northeast corner of this Street Abandonment and the Northeast corner of the said 0.151 acre tract of land.

Thence: S 21deg. 47' 57" E, 18.77 feet, with the East line of this Street Abandonment and with the East line of the aforementioned 0.151 acre tract of land to a Texas Highway Monument found for an angle point in the East line of this Street Abandonment and an Ell corner of a 0.373 acre tract of land described as Parcel #11 in a Deed to the State of Texas recorded in Doc #2012-00039565 of the Deed Records of Bell County, Texas.

Thence: S 21deg. 52' 01" E, 12.45 feet, continuing with East line of this Street Abandonment, with the East line of the aforementioned 0.151 acre tract of land, with the North line of the aforementioned 0.373 acre tract of land to an iron rod set with Cap #2181, for the Southeast corner of this Street Abandonment, said Southeast corner being set at the intersection of the East line of the said 0.151 acre tract of land and the South line of an existing street Right of Way indicated on the Survey Map of the aforementioned 0.373 acre Parcel #11.



Thence: S 48deg. 16' 40" W, 132.13 feet, with the South line of this Street Abandonment to an "x" in concrete for the Southwest corner of this Street Abandonment, the Southwest corner of the aforementioned 0.151 acre tract of land and the Northwest corner of the aforementioned 0.373 acre Parcel #11.

Thence: N 19deg. 29' 19" W, 31.72 feet, with the West line of this Street Abandonment, with the West line of the aforementioned 0.151 acre tract of land and with the East line of the aforementioned 0.372 acre Parcel #10 to the Place of beginning, containing 0.089 acres of land.

Bearing Basis for this survey is Grid North, NAD 83, Zone 4203, Convergence 1deg. 31' 18".

STATE OF TEXAS:  
COUNTY OF BELL:

KNOW ALL MEN BY THESE PRESENTS, that I, Carl B. Pearson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground on the 8<sup>th</sup> day of June, 2015, the above described tract of land and to the best of my knowledge and belief, said description is true and accurate.

IN WITNESS THEREOF, my hand and seal, this 30<sup>th</sup> day of July, 2015.

Carl B. Pearson  
Registered Professional Land Surveyor  
Seal No. 2181

TEMPLE CIVIL ENGINEERING  
P.O. BOX 1129  
TEMPLE, TEXAS 76503-1129



PART ONE-PLAT  
PART TWO-FIELD NOTES  
FN-8711

ORDINANCE NO. \_\_\_\_\_

(A-FY-15-02)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ABANDONING AN APPROXIMATELY 31.60 FEET OF RIGHT-OF-WAY LOCATED AT 3010 SOUTH GENERAL BRUCE DRIVE WHICH CONSISTS OF APPROXIMATELY 0.089 ACRES, FORMERLY KNOWN AS PART OF OLD BELTON ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the applicant, Temple Civil Engineering, on behalf of RMSJ Investments, Ltd., has applied for abandonment of a 31.60 foot wide road right-of-way adjoining part of Lot 1, Hillside Addition, located at 3010 South General Bruce Drive;

**Whereas**, this tract of land is not maintained by the City for public road purposes and was once known as Old Belton Road - portions of this road were later referenced on maps as West Avenue K;

**Whereas**, a portion of this tract of land was dedicated for public road purposes by the plat of Hillside Addition, which was recorded on May 10, 1929, in Volume 397, Page 280, of the Deed Records of Bell County, Texas - Hillside Addition was annexed into the City in 1940, according to County records;

**Whereas**, the abandoned right-of-way will be included in a future plat and is anticipated for a future non-residential development project;

**Whereas**, public utility providers servicing the area were notified, including the City of Temple Public Works and Fire Department - while no Fire Department issues were identified, an active 6-inch sewer line within the 31.60 foot width has been identified and as a result, a 15-foot sewer easement will be required for the sewer line which will be created by separate instrument;

**Whereas**, the applicant will pay consideration of \$1,372 (the estimated fair market value of the subject tract) and that revenue will be deposited in Account No. 110-0000-461-0423;

**Whereas**, the road right-of-way abandonment will not be effective until the easement agreement is executed; and

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

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

**Part 1:** The City of Temple, Texas, hereby abandons an approximately 31.60 foot wide road right-of-way located at 3010 South General Bruce Drive, which consists of approximately 0.089 acres formerly known as part of Old Belton Road, and partially dedicated by the plat of Hillside Addition, according to the plat recorded in Volume 397, Page 280, of the Deed Records of Bell County, Texas, as outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.



**Part 2:** 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 3:** 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 4:** 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 **20<sup>th</sup>** day of **August**, 2015.

PASSED AND APPROVED on Second Reading on the **3<sup>rd</sup>** day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney

STATE OF TEXAS           §  
COUNTY OF BELL       §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by **Daniel A. Dunn**, Mayor of the City of Temple, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public, State of Texas



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #6(S)  
Consent Agenda  
Page 1 of 1

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

Brynn Myers, Assistant City Manager  
Brian Kosel, Chief Building Official

**ITEM DESCRIPTION:** Consider adopting a resolution adopting an updated building permits fee schedule for permits processed through the City of Temple Permits Office to become effective October 1, 2015.

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

**ITEM SUMMARY:** Several updates to the building permit fees were implemented in January, 2013. At that time, the \$3.00 per \$1,000 valuation for commercial roofing permits was inadvertently deleted from the schedule (this permit fee was in place for many years prior to 2013 update). Additionally, staff is proposing a few minor additions and adjustments to the permits fee schedule:

	Current	Proposed
• Customer service inspection fee of plumbing outside city limits, but services by City of Temple water utilities	\$25	\$50
• Mechanical- Coolers; Chest or Stand-up	n/a	\$15
• Mechanical- Commercial Vent Hoods	n/a`	\$15

Staff reached out to our developer stakeholder community, through the Temple Area Builders Association, to brief them on this proposed change. Staff recommends the fee adjustments become effective October 1, 2015 to allow enough time for our software systems to be adjusted.

**FISCAL IMPACT:** If approved the Permit Office will again begin collecting the per valuation fee for commercial roofing permits that was inadvertently deleted from the fee schedule in 2013 and also begin to collect the new or adjusted fee for the three other proposed changes. The revenue association with these adjustments depends on the number of permits for these types of projects issued each year.

**ATTACHMENTS:**

[Correspondence with Stakeholder Group](#)  
[Permit Fee Schedule](#)  
[Resolution](#)

## Brynn Myers

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**Subject:** FW: Permit Fee Schedule Correction & Adjustments

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**From:** Brad Wyrick [mailto:Brad@tahb.org]  
**Sent:** Monday, August 24, 2015 9:41 AM  
**To:** Brynn Myers  
**Subject:** RE: Permit Fee Schedule Correction & Adjustments

Brynn

I don't see any issues with the proposed additions/adjustments to the fee schedule. Thank you!

v/r

Brad Wyrick  
[brad@tahb.org](mailto:brad@tahb.org)  
254.913.9000

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**From:** Brynn Myers [mailto:bmyers@templetx.gov]  
**Sent:** Monday, August 24, 2015 9:26 AM  
**To:** Brad Wyrick <[Brad@tahb.org](mailto:Brad@tahb.org)>  
**Subject:** RE: Permit Fee Schedule Correction & Adjustments

Brad,

We can talk more tomorrow at lunch if needed, but I have a deadline of tomorrow morning to turn in agenda items so I was wondering if you had any feedback regarding the permit fee schedule?

**Brynn Myers**  
Assistant City Manager  
City of Temple | City Manager's Office  
phone: 254.298.5600 | fax: 254.298.5459

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**Integrity. Excellence. Dedication.**

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**From:** Brad Wyrick [mailto:Brad@tahb.org]  
**Sent:** Monday, August 03, 2015 12:56 PM  
**To:** Brynn Myers  
**Subject:** RE: Permit Fee Schedule Correction & Adjustments

Hi Brynn

All is well on my end – I hope it is on yours. Thank you for the below information; I do not foresee any significant concerns with the below and don't think a meeting is warranted. I will get a definitive reply to you ASAP so you can make that 3 September target date.

Separately, I heard last week that the permit emails now include the associated address! I know this is a huge help to

folks! I would like to get together sometime and hear about some of the other initiatives yall have and what their status is sometime soon. Thanks for your work and continued outreach.

v/r

Brad Wyrick  
[brad@tahb.org](mailto:brad@tahb.org)  
254.913.9000

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**From:** Brynn Myers [<mailto:bmyers@templetx.gov>]  
**Sent:** Monday, August 03, 2015 12:54 PM  
**To:** Brad Wyrick <[Brad@tahb.org](mailto:Brad@tahb.org)>  
**Subject:** Permit Fee Schedule Correction & Adjustments

Brad,

Hope you are doing well and staying cool!

As you may be aware, the City of Temple made several adjustments to the building permit fees in January 2013. At that time, the \$3.00 per \$1,000 valuation for commercial roofing permits was inadvertently deleted from the schedule (this permit fee was in place for many years prior to 2013 update).

Staff would like to bring a resolution that would correct the fee schedule to Council. Additionally we are proposing a few minor additions and adjustments to the permits fee schedule:

	Current	Proposed
Customer service inspection fee of plumbing outside city limits, but services by City of Temple water utilities	\$25	\$50
Mechanical- Coolers; Chest or Stand-up	n/a	\$15
Mechanical- Commercial Vent Hoods	n/a`	\$15

While I think these are all fairly minor items, I did want to reach out to you and see if you felt a meeting or other form of dialogue would be of interest to your members before we pursue any of these. I would like to target the September 3 Council meeting for this item if possible.

Please let me know.

**Brynn Myers**  
Assistant City Manager  
City of Temple | City Manager's Office  
phone: 254.298.5600 | fax: 254.298.5459

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Integrity. Excellence. Dedication.

## City of Temple Construction Permit Fees

### NEW RESIDENTIAL CONSTRUCTION

Includes single and multiple family residences. Square footage includes all under roof construction. Multi-story structures shall be computed as above for each occupied floor and the sum of all floor area shall be construed as the aggregate area.

Building	\$0.029 per square foot
Electrical	\$0.029 per square foot
Plumbing	\$0.029 per square foot
Mechanical	\$0.028 per square foot

### REMODEL, ADDITION, ALTERATION RESIDENTIAL CONSTRUCTION

Base Permit Fee	\$30.00
<b><i>plus:</i></b>	
Per \$1,000 of job cost	\$3.00

### COMMERCIAL CONSTRUCTION

Base Permit Fee	\$30.00
<b><i>plus the appropriate fee below:</i></b>	
Commercial New	\$0.10 per square feet
Commercial New Shell	\$0.10 per square feet
Commercial Building Addition/Remodel	\$3.50 per \$1,000 job cost

### NEW COMMERCIAL ELECTRICAL

0 – 5,000 square feet	\$25.00
5,001 -10,000	\$35.00
10,000 – 50,000	\$45.00
50,001 – 100,000	\$55.00
Over 100,001	\$60.00

### ELECTRICAL REPAIR/REPLACE/UPGRADE

Base Permit Fee	\$30.00
<b><i>plus the appropriate fee below:</i></b>	
Per 100 amps of service	\$15.00
Feeder Panels	\$15.00
Electrical Outlets (each)	\$0.20

### MISCELLANEOUS ELECTRICAL

Base Permit Fee	\$30.00
<b><i>plus the appropriate fee below:</i></b>	
Change Service	\$8.50
Move Service	\$15.00
Temporary Meter Service	\$5.00
Temporary Pole	\$5.00
Trailer Hookup	\$8.50
Swimming Pool (wiring)	\$8.50
Repair Service	\$8.50
Gasoline Pump	\$5.75
Motors – 1 hp or less each	\$1.50

## City of Temple Construction Permit Fees

2 hp – 10 hp each	\$2.00
11 hp – 25 hp each	\$2.50
26 hp – 50 hp each	\$3.50
Installation of all electrical equipment, appliance, or apparatus which no fee is prescribed	\$8.50
<b>PLUMBING</b>	
Base Permit Fee	\$30.00
<b><i>plus the appropriate fee below:</i></b>	
Fixture (each)	\$2.50
Water Heater	\$2.50
Gas piping System (up to 5 openings)	\$5.50
additional openings – each	\$0.50
Plumbing Irrigation for the first 5 heads	\$30.00
additional heads - each	\$1.00
Private Water Wells	\$2.50
Gas Yard Line	\$2.50
Sewer Yard Line	\$2.50
Gas Test	\$2.50
Sewer Tap Admin Fee	\$30.00
Irrigation Water Tap Fee	\$30.00
Water Tap Admin Fee	\$30.00
Customer service inspection fee of plumbing outside city limit, but services by City of Temple water utilities	<a href="#">\$50.00</a>
<b>MECHANICAL</b>	
Base Permit Fee	\$30.00
<b><i>plus the appropriate fee below:</i></b>	
Heating System: Direct fire unit heater, boiler hot air furnace, or central heating plant (each)	\$15.00
Refrigerated air system (each)	\$15.00
Blower or fan connected to a duct system	\$15.00
<a href="#">Coolers; Chest or Stand-up (each)</a>	<a href="#">\$15.00</a>
<a href="#">Commercial Vent Hoods (each)</a>	<a href="#">\$15.00</a>
<i>Combined system fees shall be determined by adding appropriate fee for each element</i>	
<b>MISCELLANEOUS</b>	
Approach	\$30.00
Carport, Sheds, Deck or Patio	\$30.00
Curb Cut	\$30.00
Fences	\$30.00
Flatwork, Concrete work, Paving	\$30.00
Manufactured Home Set-up	\$90.00
Pool/Spa – Above Ground	\$25.00



## City of Temple Construction Permit Fees

Pool/Spa – In Ground	\$75.00
Re-inspection Fee (paid in person after 3rd time)	\$50.00
<u>Roofing – Commercial</u>	<u>\$3.00 per \$1,000 job costs</u>
Roofing – <u>Residential</u> (except minor maintenance of job and repair)	\$30.00
Siding (renovation or alteration)	\$30.00
Temporary Use Permit Fee	\$30.00
Tower	\$30.00
Working without a permit	\$50.00
<b>SIGNS</b>	
Non-illuminated Sign (new or replacement)	\$30.00
Illuminated Sign (new or replacement)	\$50.75
Political Signs over 32sf	\$30.00
<b>DEMOLITION</b>	
Base Permit Fee – All Buildings	\$50.00
<b>DEPOSIT – WRECKING BOND</b>	
Building not to exceed 2,000 sq. ft.	\$250.00
2,000 – 5,000 sq. ft.	\$500.00
5,001 – 15,000 sq. ft.	\$750.00
15,001 – 30,000 sq. ft.	\$1,000.00
30,001 – 100,000 sq. ft.	\$1,500.00
100,001 – 200,000 sq. ft.	\$2,000.00
200,001 – 500,000 sq. ft.	\$3,000.00
500,001 – 1,000,000 sq. ft.	\$4,000.00
1,000,001 sq. ft. or greater	\$5,000.00
Plus \$1,000 for each additional sq. ft. of floor space or fraction thereof	
<b>HOUSE MOVING</b>	
Basic Permit Fee – All Buildings	\$50.00
<b><i>plus the appropriate fee below:</i></b>	
Bond Required	\$1,000.00
<b>FIRE PERMIT FEES</b>	
Above Ground Tank Install	\$105.00
Above Ground Tank Removal	\$60.00
Blasting Permit (one time)	\$100.00
Blasting Permit (annual)	\$1,030.00
Boarding Home	\$55.00
Burning	\$105.00
Day Care	\$45.00
Day Home	\$15.00
Family Care	\$25.00
Fire Alarm Installation	\$105.00
Fireworks	\$250.00

## City of Temple Construction Permit Fees

Foster Homes	\$40.00
Fuel Dispenser Replacement	\$80.00
Fuel Tank Installation	\$105.00
Fuel Tank Removal	\$60.00
Hauling or Transporting LPG	\$55.00
Hauling or Transporting Flammable or Combustible Liquid	\$50.00
Hospital	\$300.00
LPG Tank Hauling/Transport	\$55.00
LPG Tank Installation	\$55.00
New Fire Alarm Installation	\$105.00
Nursing Homes	\$65.00
Other New Suppression Systems	\$80.00
Public Displays Inside Malls	\$100.00
Smoke Control Systems	\$50.00
Sprinkler Installations	\$130.00
Sprinkler Installations with Fire Pump	\$180.00
Sprinkler Test Remodel	\$105.00
Standpipe Systems	\$105.00
Suppression System	\$80.00
Underground Installations	\$105.00
Underground Tank Install	\$105.00
Underground Tank Removal	\$60.00
Water Line Installation	\$105.00
Welding Permit	\$80.00
Any Other Permit Required	\$50.00

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING UPDATED BUILDING PERMIT FEE SCHEDULES FOR PERMITS PROCESSED THROUGH THE CITY PERMITS OFFICE, EFFECTIVE OCTOBER 1, 2015; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** updates to building permit fees were last implemented in January, 2013 and at that time, the \$3.00 per \$1,000 valuation for commercial roofing permits was inadvertently deleted from the schedule (this permit fee was in place for many years prior to 2013 update);

**Whereas,** Staff has reached out to the City's developer stakeholder community, through the Temple Area Builders Association, and advised of the upcoming changes;

**Whereas,** Staff recommends the attached additions and adjustments to the building permits fee schedule effective October 1, 2015, and attached hereto as Exhibit 'A;'

**Whereas,** as of October 1, 2015, the permit office will begin collecting the per valuation fee for commercial roofing permits that was inadvertently deleted from the fee schedule in 2013 and will begin to collect the new or adjusted fee for the other proposed changes;

**Whereas,** the revenue associated with these adjustments will depend on the number of permits for these types of projects issued each year; 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 updates to the building permits fee scheduled for permits processed through the City of Temple's Permits Office, effective October 1, 2015 as outlined in the attached Exhibit 'A'.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item#6(T)  
Consent Agenda  
Page 1 of 2

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

Sandra Esqueda, Director of Human Resources

**ITEM DESCRIPTION:** Consider adopting a resolution funding the rates for medical/prescription insurance and dental insurance for employees and under age 65 retirees, as well as Life Insurance, Accidental Death & Dismemberment Insurance, Long Term Disability Insurance.

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

**ITEM SUMMARY:** At their meeting on August 6, 2015, the trustees of the City of Temple Employee Benefits Trust agreed to a one year rate extension insurance contracts from Metropolitan Life Insurance for Life Insurance, Accidental Death & Dismemberment Insurance, and Long Term Disability Insurance.

Also at their meeting on August 6, 2015, the trustees of the City of Temple Employee Benefits Trust agreed to renew their contract with the Scott & White Health Plan for medical/prescription insurance and Conexus for COBRA administration through FY 15-16.

The trustees also agreed to a two year fixed rate guarantee of 3% with Metropolitan Life for Employee and Retiree Dental insurance, and to a four year extension with Avesis for Voluntary Vision Insurance.

The City must now, with the adoption of the budget, fund the cost of those benefits awarded in addition to allowing for the biweekly transfer of contributions made by the City and by employees/retirees to the trust.

**FISCAL IMPACT:** Funding for the rates is shown in the table below.

Proposed FY 16 Budgeted Amount	Insurance Type
<b>Employees:</b>	
\$ 3,281,327	Medical/Prescription
63,100	Dental
50,122	Basic Life
10,577	AD&D
69,692	Long Term Disability
<b>Retirees:</b>	
\$ 95,110	Medical/Prescription for retirees < age 65
3,800	Dental for retirees < age 65
<b>\$ 3,573,728</b>	<b>TOTAL</b>

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING FUNDING RATES FOR MEDICAL/PRESCRIPTION INSURANCE AND DENTAL INSURANCE FOR EMPLOYEES AND UNDER AGE 65 RETIREES, AS WELL AS INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE, AND LONG TERM DISABILITY INSURANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, at the August 6, 2015 meeting, the trustees of the City of Temple Employee Benefits Trust agreed to a one-year extension with Metropolitan Life Insurance for life insurance, accidental death & dismemberment insurance, and long term disability insurance - at the same meeting, the trustees agreed to renew the contract with Scott & White Health Plan for medical/prescription insurance and Conexis for COBRA administration through fiscal year 2016;

**Whereas**, the trustees agreed to a two-year fixed rate guarantee of 3% with Metropolitan Life for employee and under age 65 retiree dental insurance, and a four-year extension with Avesis for voluntary vision insurance; 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 Employee Benefits Trust authorizes funding the rates for medical/prescription insurance and dental insurance for employees and under age 65 retirees, as well as life insurance, accidental death & dismemberment insurance, and long term disability insurance.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #6(U)  
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 \$24,228.

**ATTACHMENTS:**

[Budget Amendments](#)  
[Resolution](#)



**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2015 BUDGET**  
**September 3, 2015**

			<b>APPROPRIATIONS</b>	
<b>ACCOUNT #</b>	<b>PROJECT #</b>	<b>DESCRIPTION</b>	<b>Debit</b>	<b>Credit</b>
110-2011-521-2516		Other Services / Judgement & Damages	\$ 4,717	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 4,717
To appropriate insurance proceeds from Farmers Insurance related to an accident that occurred on June 30, 2015.				
110-2011-521-2516		Other Services / Judgement & Damages	\$ 901	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 901
To appropriate insurance proceeds from TML related to an accident that occurred on July 30, 2015.				
365-2300-540-6110	<b>101453</b>	Capital Land / Land Purchase Price	\$ 6,480	
365-3400-531-6532		Capital - Special Projects / Contingency		\$ 6,480
To appropriate funding for surveying approximately 282.73 acres of properties related to the expansion of the landfill. Surveying to be performed by Advanced Surveying & Mapping, LLC.				
110-3280-551-2541		Other Services / Corporate Games	\$ 12,130	
110-0000-445-1571		Recreational Services / Corporate Games		\$ 12,130
To appropriate additional revenues and expenditures for the Corporate Games. Additional revenues received from company registration fees. Expenditures will cover the costs of referees, awards, banners, and entry fees.				
<b>TOTAL AMENDMENTS</b>			<b>\$ 24,228</b>	<b>\$ 24,228</b>
<b>GENERAL 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>Judgments &amp; Damages</b> 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 <b>Compensation</b> Contingency			\$ 988,000	
Added to Compensation Contingency			-	
Taken From Compensation Contingency			(979,440)	
Net Balance of Compensation Contingency Account			\$ 8,560	
<b>Net Balance Council Contingency</b>			<b>\$ 48,630</b>	
Beginning Balance <b>Budget Sweep</b> Contingency			\$ -	
Added to Budget Sweep Contingency			-	
Taken From Budget Sweep			-	
Net Balance of Budget Sweep Contingency Account			\$ -	
<b>WATER &amp; SEWER FUND</b>				
Beginning <b>Contingency</b> Balance			\$ 50,000	
Added to Contingency Sweep Account			-	
Taken From Contingency			(21,098)	
Net Balance of Contingency Account			\$ 28,902	
Beginning <b>Compensation</b> Contingency			\$ 168,000	
Added to Compensation Contingency			-	
Taken From Compensation Contingency			(166,588)	
Net Balance of Compensation Contingency Account			\$ 1,412	
<b>Net Balance Water &amp; Sewer Fund Contingency</b>			<b>\$ 30,314</b>	

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2015 BUDGET**  
September 3, 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		(35,330)
		Net Balance of Compensation Contingency Account	\$	670
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>	<b>\$</b>	<b>7,415</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		(26,000)
		Net Balance of Compensation Contingency Account	\$	-
		<b>Net Balance Drainage Fund Contingency</b>	<b>\$</b>	<b>-</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		(29,008)
		Net Balance of Contingency Account	\$	60,032

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 3<sup>rd</sup> day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lacy Borgeson  
City Secretary

\_\_\_\_\_  
Kayla Landeros  
City Attorney



## CITY COUNCIL ITEM MEMORANDUM

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09/03/15  
Item #7  
Regular Agenda  
Page 1 of 2

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

Mark Baker, Planner

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING – A-FY-15-05: Consider adopting an Ordinance authorizing closure to through traffic of the north 205 feet of the public alley abutting the east side of Optimist Park between West Nugent Avenue and West Munroe Avenue, as dedicated and described in the plat of record in volume 387, page 102 of the real property records of Bell County Texas.

**STAFF RECOMMENDATION:** Conduct a public hearing and adopt ordinance as presented, with second reading and final adoption set for September 17, 2015.

**ITEM SUMMARY:** The City of Temple, Parks and Recreation Department has submitted a request to close to through traffic, the north 205 feet of the public alley abutting the east side of Optimist Park. The request is needed for park improvements related to Optimist Park and are being funded by the voter-approved 2015 Parks Bond. The alley is an existing 20-foot wide by 375 foot long public alley located along the rear property lines of Lots 1 through 7, Block B, of the Cole and Talley's and Fullview Addition, as described in the plat of record in Volume 387, Page 102 of the real property records of Bell County, Texas. Optimist Park is located between West Nugent Avenue and West Munroe Avenue. Since this is a closure, not an abandonment and does not require private acquisition of the alley, no conveyance is required and the land area encompassing the closed alleyway will be retained by the City of Temple. The closure of the north 205 feet of the alley will include two parts: (1) improvements to a public alley and (2) improvements to Optimist Park.

Proposed Optimist Park improvements are:

1. Paving a parking area containing 21 stalls, where there currently is no defined parking area, with a one-way drive aisle leading to West Munroe Avenue;
2. Improving the remainder of the alley with turf and grass and allowing unrestricted pedestrian access along the remaining 205 feet of the alley, and

Proposed alley improvements are:

1. Paving a 170-foot long section of the alley with its intersection with West Munroe Avenue. The section will be 16 feet wide and will provide one-way traffic flow; and

2. Raised curbing at West Munroe Avenue and the end of the alley as well as at the end of the improved parking area to discourage vehicular access to the turfed portion of the alley.

Access to the entire 375-foot long alley will be maintained for utility service providers as needed. No bollards are proposed but raised curbing should discourage undesired vehicles accessing the turfed portion of the alley. No easement reservation is necessary, since the alley is not being abandoned.

Public utility providers servicing the area were notified, including the City of Temple Public Works and Fire Departments. No issues were identified. However, vehicular access will be retained for providers with utility service within the alley, such as Oncor, Time Warner and AT&T. No limitations to access the utility service from the parking area or the grassed area were identified. A curb is proposed at the end of the alley on the West Nugent side of the alley to deter vehicles taking access onto the turfed area. The parking area will be constructed with raised curbing as well.

Four properties back-up to the alley but do not take access from the alley. The properties take their individual access from other nearby public rights-of-way. While no formal notification process is required by the UDC, Park and Recreation Department staff have been directly in contact with the adjacent owners of the four properties. All impacted property owners are o.k. with the closure as proposed and no other issues have been identified.

Additionally, while no properties take immediate access from the alley, solid waste collection will be re-routed from the alley to the front of the affected residences. The re-route will be coordinated with the Solid Waste Department. Solid Waste has indicated that there are no issues with the anticipated changes.

**FISCAL IMPACT:** None - the alley is being partially closed to public traffic only and will remain public property.

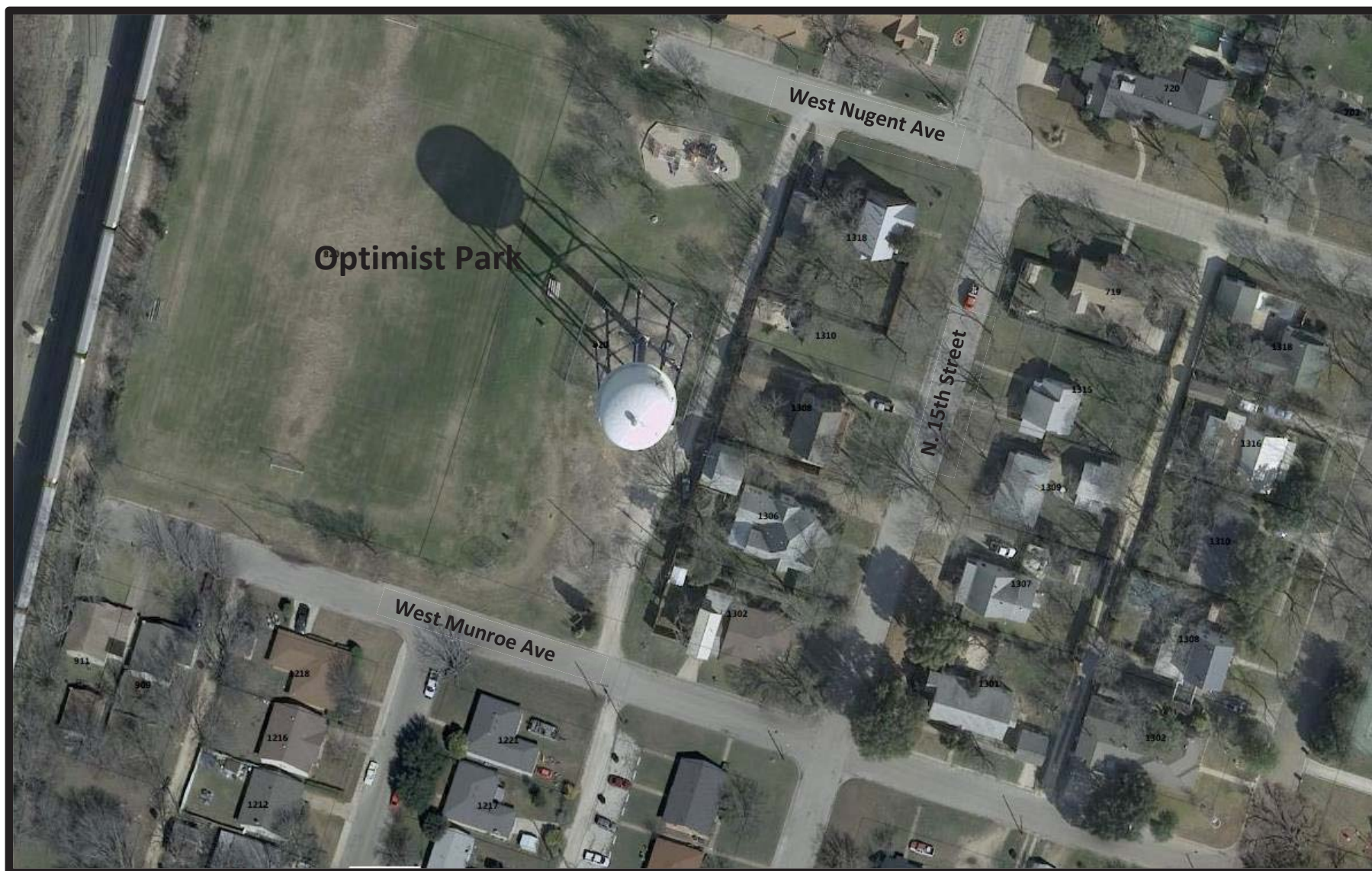
**ATTACHMENTS:**

[Aerial Photo](#)

[Optimist Park Site Plan \(Exhibit A\)](#)

[Ordinance](#)





# Optimist Park : Alley Abandonment Concept Sketch Showing Proposed Future Parking Improvements





(A-FY-15-05)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, CLOSING THE NORTH 205-FEET OF THE PUBLIC ALLEY ABUTTING THE EAST SIDE OF OPTIMIST PARK BETWEEN WEST NUGENT AVENUE AND WEST MUNROE AVENUE, TO THROUGH TRAFFIC; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** The City of Temple, Parks and Recreation Department has submitted a request to close the north 205-feet of the public alley abutting the east side of Optimist Park - the request is needed for park improvements related to Optimist Park which are being funded by the voter-approved 2015 Parks Bond;

**Whereas,** the public alley is an existing 20-foot wide by 375-foot long alley located along the rear property lines of Lots 1-7, Block B, of the Cole and Talley's Fullview Addition, as described in the plat of record in Volume 387, Page 102 of the real property records of Bell County, Texas;

**Whereas,** Optimist Park is located between West Nugent Avenue and West Munroe Ave - no easement or conveyance is required and the land area encompassing the closed alleyway will be retained by the City of Temple;

**Whereas,** the closure of the north 205-feet of the alley to through traffic will include improvements to a public alley and improvements to Optimist Park;

**Whereas,** access to the entire 375-foot long alley will be maintained for utility service providers as needed and no bollards are proposed but raised curbing should discourage undesired vehicles accessing the turfed portion of the alley;

**Whereas,** public utility providers servicing the area were notified, including the City of Temple Public Works and Fire Department - vehicular access will be retained for providers with utility service within the alley with no limitations to access the utility service from the parking area or the grassed area; and

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

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

**Part 1:** The City of Temple, Texas, hereby closes to through traffic, the north 205-feet of the public alley abutting the east side of Optimist Park between West Nugent Avenue and West Munroe Avenue, as dedicated and described in the plat of record in volume 387, page 102 of the real property records of Bell County Texas, as outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.

**Part 2:** 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 3:** 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 4:** 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 **3<sup>rd</sup>** day of **September**, 2015.

PASSED AND APPROVED on Second Reading on the **17<sup>th</sup>** day of **September**, 2015.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #8  
Regular Agenda  
Page 1 of 5

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

Brian Chandler, Director of Planning

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING – Z-FY-15-23: Consider adopting an Ordinance authorizing a Conditional Use Permit for Lots 4-6, Block 3, Moore's Knight Addition, located at 111-119 South 33rd Street, allowing a Substance Abuse Treatment Facility.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** At its July 6, 2015 meeting, the Planning & Zoning Commission voted 8 to 0 to recommend disapproval of the requested Conditional Use Permit allowing a Substance Abuse Treatment Facility.

**STAFF RECOMMENDATION:** Staff recommends disapproval of the Conditional Use for the following reasons:

1. The proposed project does not meet the requirements of Unified Development Code (UDC) **Section 7.5.3: Parking Plan Required;**
2. The proposed project does not meet the requirements of UDC **Section 7.5.4 B Required Parking Ratios;** and
3. The proposed project does not meet the requirements of UDC **Section 7.5.5 Off Street Parking Design Standards.**

**ITEM SUMMARY:** In March of this year, the applicant sought and was granted approval for a rezoning of one of the three subject lots from Two Family Dwelling (2F) to General Retail (GR). The rezoning was approved March 5, 2015 by the Temple City Council. The applicant is now seeking a Conditional Use Permit for the purpose of operating a Substance Abuse Treatment Facility. A substance abuse treatment facility is permitted in the GR zoning district with the approval of a Conditional Use Permit. The subject property includes three abutting lots located on South 33<sup>rd</sup> Street. A 10,000 square foot facility is currently located on the subject tract. 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>GR</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

**COMPREHENSIVE PLAN COMPLIANCE:** The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use and Character (FLUP)	Yes
CP	Map 5.2 - Thoroughfare Plan	Yes
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Yes
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	Yes

CP = Comprehensive Plan      STP = Sidewalk and Trails Plan

**Future Land Use and Character Plan (FLUP) (CP Map 3.1)**

The subject property 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. The proposed CUP is compatible with the proposed Future Land Use

**Thoroughfare Plan (CP Map 5.2) and Temple Trails Master Plan Map and Sidewalk Ordinance**

The subject property is located on a local street (South 33<sup>rd</sup> St.) between an expressway (I-35) and a major arterial (South 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 South 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 South 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 South 33<sup>rd</sup> St.

**DEVELOPMENT REGULATIONS:** Dimensional regulations for the base district apply except where the I-35 Industrial Sub-District regulations supersede such requirements.

Regulation	Measurement
Min. Lot Area	N/A
Min. Lot Width	N/A
Min. Lot Depth	N/A
Min. Front Yard Setback	15 ft.
Min. Side Yard Setback	10 ft.
Min. Side Yard Setback (Corner)	10 ft.
Min. Rear Yard Setback	10 ft. (0' when adjacent to a non-residential use or zoning district)

**PARKING**

**Section 7.5.3: Parking Plan Required states the following:**

*Off-street parking must 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. Parking must be located within a zoning district that allows the use for which the parking is intended. Shared parking must provide parking in an amount equal to the total of the Required Parking Ratios for all uses. A parking plan must be submitted with the Building Permit application demonstrating compliance with the standards of this Section.*

Historically this site has been operated as a home for the aged with parking provided off street on an adjacent tract located to the south. When the property is redeveloped/repurposed, the applicant will be required to provide off-street parking in accordance with **Section 7.5.4B: Off Street Parking Ratios** which requires 1 parking space for every 300 SF of gross floor area for all institutional uses not listed in the parking ratio table. A substance abuse treatment facility is an institutional use not listed in the parking ratio table. This would require that the applicant provide 30 parking spaces. There is currently no parking space available on the subject tract. The applicant is proposing to enter into an agreement with The New Day Awakening Church located at 109 South General Bruce within the require 150 distance limitation. The New Day Awakening Church has offered to lease 20 spaces to the applicant although no formal agreement has been executed. The anticipated agreement would be for 10 designated spaces and 10 undesignated spaces at their current location on the unimproved surface utilized by the Church.

Staff has estimated that there is sufficient vacant space for construction of 26 parking spaces at the adjacent site proposed for lease. Per section 7.5.3 – shared parking must provide parking in an amount equal to the total of the required parking ratio for all uses. Staff has been unable to get confirmation from the New Day Awakening Church to confirm their total capacity. Section 7.5.4B requires places of worship to provide 1 parking space for every 3 seats. Based on on-line interior images of the church facility, **staff has determined that the amount of space available is not sufficient to support both uses.**

**Section 7.5.5 Off- Street Parking Design Standards requires the following improvements:**

- 90 degree parking space striped and measured nine feet by 18 feet;
- Designed so that a driver can exit the space or area without backing a vehicle into a public street, right of way or alley;
- Constructed with curb and gutter six inches in height is required around the perimeter of the parking area and all landscaped parking islands; and
- Paved with either asphalt or concrete. A parking space or area must include an asphalt or concrete driveway connecting the parking space or area with a street or alley permitting free ingress and egress to the street or alley.

Bell County deed records indicate that the property was conveyed to the current owner in May of 2013. With a change in use, the property would need to comply with all city regulations including those identified in Section 7.5.5 Off- Street Parking Design Standards. The New Day Awakening Church currently utilizes the unimproved surface on the site for existing parking. The parking was never brought into compliance with city codes either with the change of use or with the related improvements per **Section 7.5.2: Applicability** which states:

*Except as provided in this Section, a building or structure may not be erected, altered or converted for any permitted use unless off-street parking is provided as required in this Section.*

**The current non-conforming parking does not meet city standards and would need to fully comply with such standards prior to any lease of space.** The applicant has indicated that this is not within the scope of this project.

**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 Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Wednesday July, 27, 2015 at 12:00 PM, five (5) notices have been received against the proposed CUP and one (1) notice has been returned in favor of the proposed CUP. The newspaper printed notice of the public hearing on June 25, 2015, in accordance with state law and local ordinance.

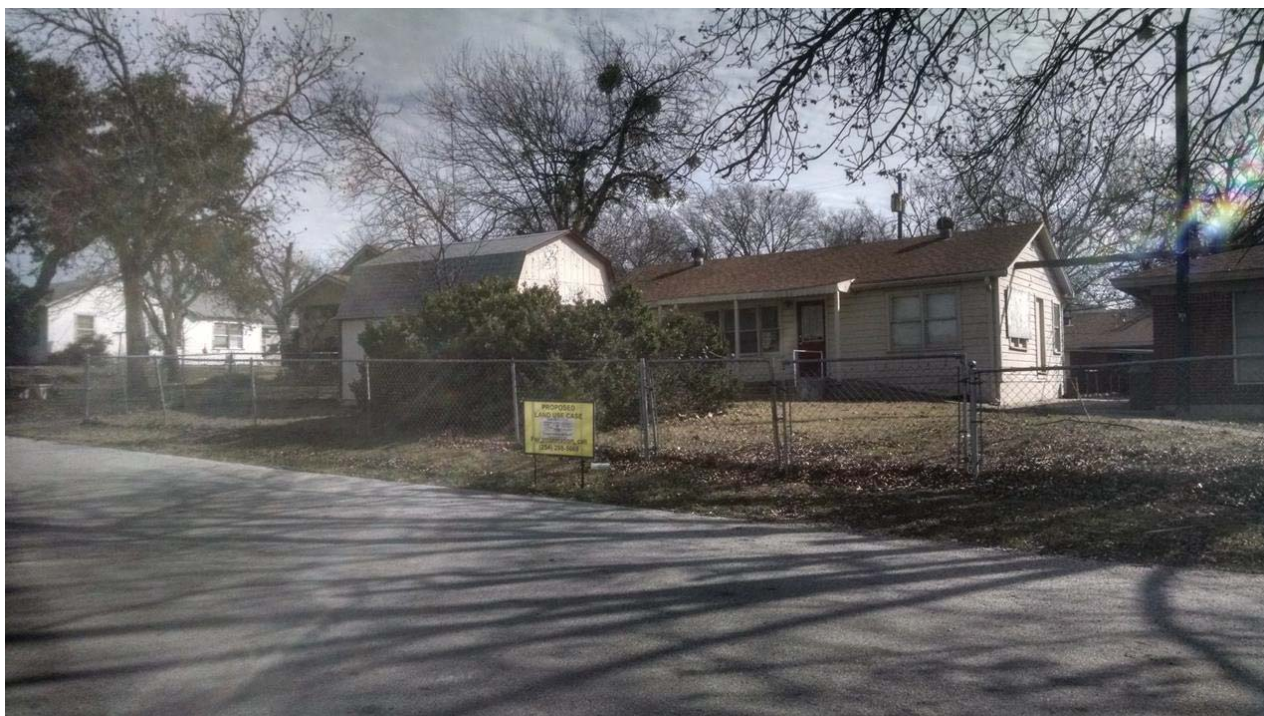
**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

Site and Surrounding Property Photos  
Zoning & Location Map  
200' Property Owner Notification Map  
Survey  
Applicant Responses  
Neighboring Property Owner Responses  
Ordinance



## Subject Property: 111-119 S 33<sup>rd</sup> St





Property to the West

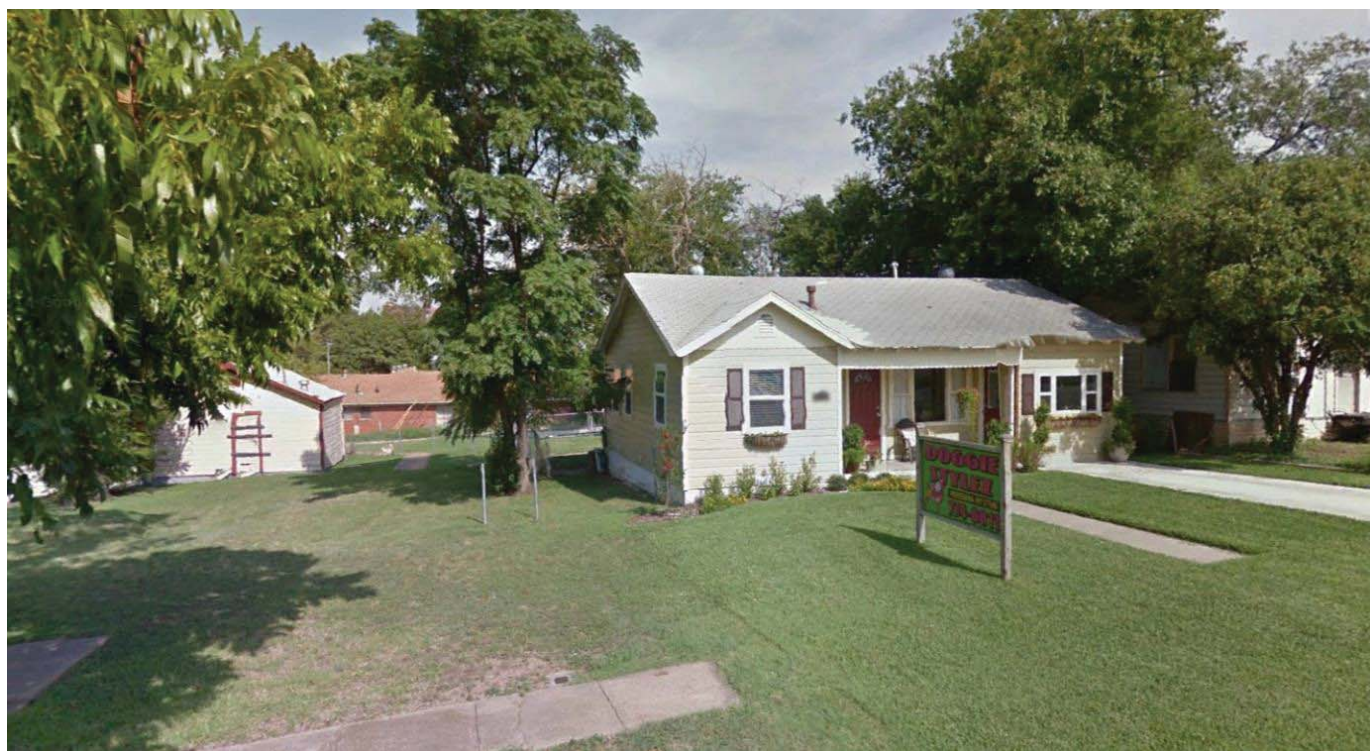


Property to the South





Property to the East



Property to the North



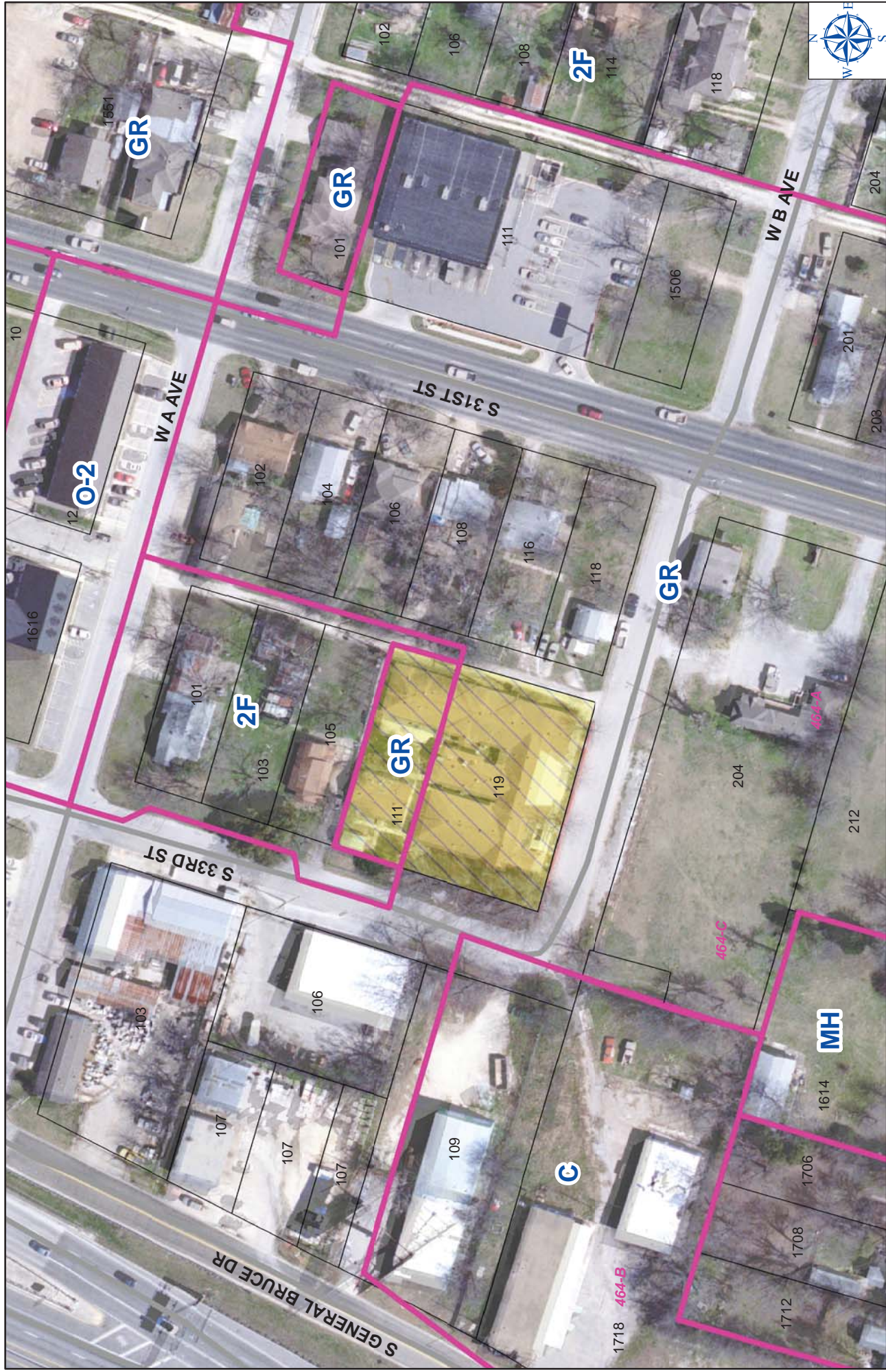




**Z-FY-15-23**

# Conditional Use Permit Request for a Substance Abuse Treatment Facility

**111 & 119  
S. 33rd St.**



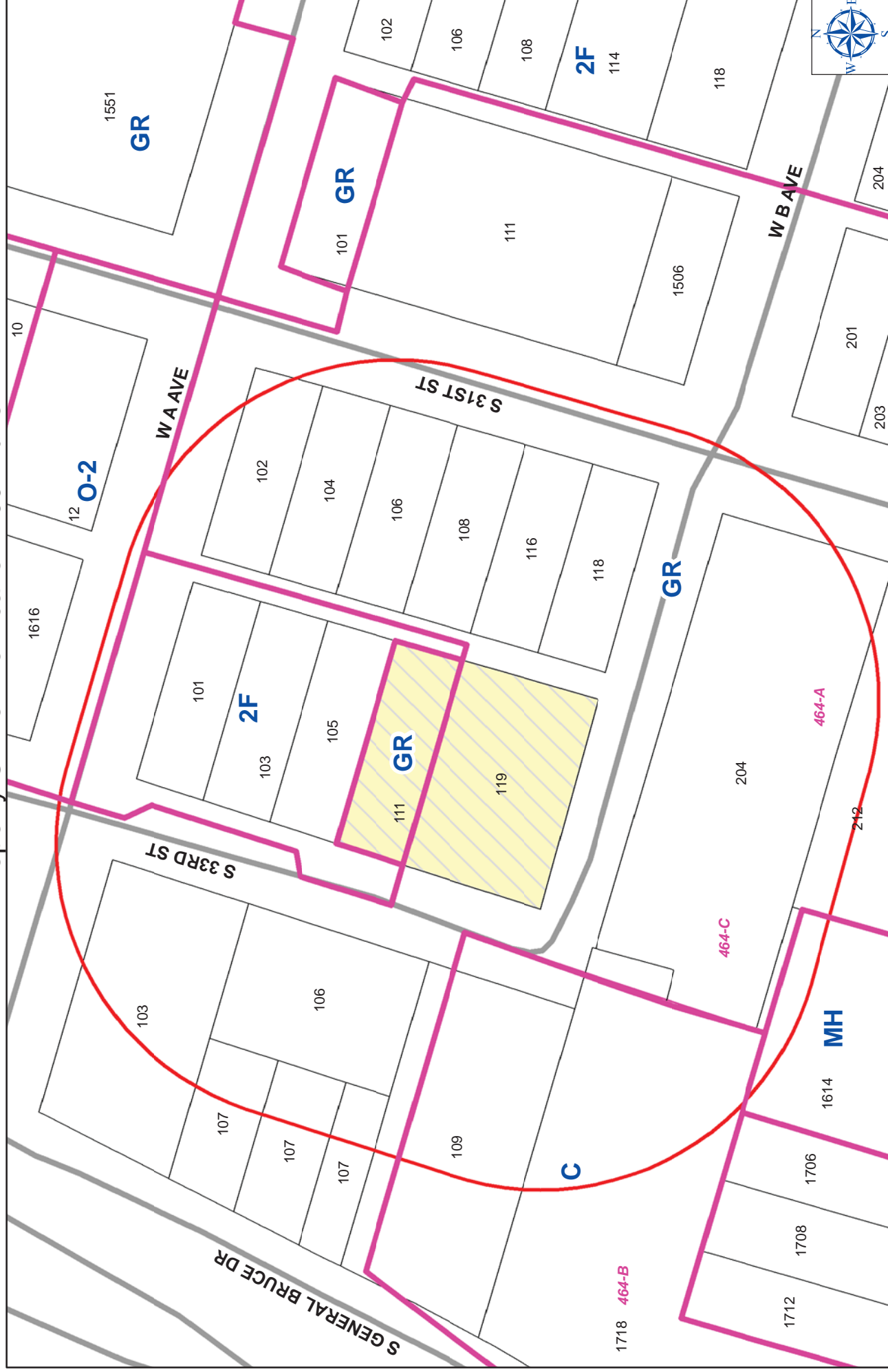




**Z-FY-15-23**

**Conditional Use Permit Request for  
a Substance Abuse Treatment Facility  
Property Owner Notification 200' Buffer**

**111 & 119  
S. 33rd St.**



Case



200' Buffer

1234 Addresses



Zoning



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.





To Who It May Concern:

7.5.5 Off-Street Parking Design Standards

A. Dimensional and Access Standards

1. A typical 90 degree parking space must be striped and measure nine feet by 18 feet.
2. Off-street parking spaces and areas must be designed so that a driver can exit the space or area without backing a vehicle into a public street, right of way or alley. This provision does not apply to residential uses in the following zoning districts: AG, UE, SF-1, SF-2, SF-3, SFA, SFA-2, SFA-3, 2-F, TH and MH.

B. Curb and Gutter

1. Curb and gutter six inches in height is required around the perimeter of the parking area and all landscaped parking islands. An alternative design may be proposed by a design engineer to be considered for approval by the Director of Planning. Areas not accessible or visible from the public street right-of-way or a public park are exempt from this requirement.

[Ord. 2012-4545]

C. Material Standards

All parking areas (required and optional) must be paved with either asphalt or concrete. A parking space or area must include an asphalt or concrete driveway connecting the parking space or area with a street or alley permitting free ingress and egress to the street or alley.

D. Where questions arise concerning the minimum off-street parking requirements for any use not specifically listed in the table in paragraph 7.5.4B, the Director of Planning may apply the parking requirements of a similar use to the use in question.

E. Where a determination of the minimum parking requirements cannot be readily ascertained for new or unlisted uses according to paragraph 7.4.4A above, the minimum off-street parking requirements are established by the same process as provided in Sec. 5.2 for classifying new and unlisted uses.

In reference to the above conditions and standards, the parking that is being leased is currently in use and has been in use for many years. The upgrading of the parking lot to these standards would not be within the scope of the project.

The parking would be wholly on the church property and would not require backing or moving through or on to any public street. The parking is a gravel lot, and is currently used for parking, and has the required space.

The only access to a public street would be egress to and out of the parking lot from a paved city street.



## Parking Agreement

### Temple Tudor Nursing Home and New Day Awakening Church

A New Day Awakening Church 109 S. General Bruce, Temple, Tx, 76504 agrees to provide parking in their lot that is adjacent to the property 111-119 S. 33<sup>rd</sup>, Temple Texas, 76504 known as Temple Tudor.

A New Day Awakening Church will provide 10 spaces that are designated on a diagram and 10 ad-hoc spaces.

The rent will be \$850 a month, payable on the first of the month. A New Day Awakening Church will hold a deposit in the amount of \$850. The deposit will be applied to the last months of rent should the agreement be cancelled.

Parking will be used for the employee's and visitors of the facility only. No public or general parking is allowed. Each vehicle to be parked will need to be marked with a tag or other identification. Unauthorized or untagged vehicles will be subject to tow at the vehicle owner's expense and not the responsibility of A New Day Awakening Church.

The parking lot will not be used as a drive through or access to the property in any way.

This agreement will go into effect with the approval of the City of Temple of the new zoning request and payment of the first month's rent and deposit. The agreement will be with Clean Investments Residential LLC, the new owners and operators of the facility. The business and billing address is 119 S. 33, Temple Texas 76504.

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TUTOR NURSING HOME  
LOTS 4, 5, AND 6, BLOCK 3  
MOORE'S KNIGHT ADDITION  
CITY OF TEMPLE,  
BELL COUNTY, TEXAS

20' ALLEY

11-155  
E 24078

01107

5107

[illegible]

RE: RUPENBERG AND ASSOCIATES, INC. 07-07-0172, PROD. NO. 07-031

*Reviews and comments reflected herein are based on Texas State  
Police Computer System (Central File) MAG 83/73 ed/memo*

## REFERENCES

[illegible]

DATE PREPARED 7/2002

\\AMUJDC40\PROJECT DRAWINGS\2007 DRAWINGS\07-022.dwg 2/7/2007 11:32:23 AM CST



INC.  
P.O. BOX 1371  
TAYLOR, TEXAS 76574  
512-365-2524  
512-365-2526 (Fax)  
SUN@taylorinc.com

DATE: FEBRUARY 7, 2007	
JOB NUMBER	SHEET
07-033	1 OF 1

2007/12/26

**GRAPHIC SCALE**

! Koch - 20

! Koch - 20



RESPONSE TO PROPOSED  
CONDITIONAL USE PERMIT  
CITY OF TEMPLE

Frasier Family Trust  
c/o Sidney & Carolyn Frasier Co-Trustees  
7401 FM 1237  
Moody, Texas 76557

Zoning Application Number: Z-FY-15-23

Project Manager: Beverly Mesa-Zendt

Location: 111 & 119 South 33<sup>rd</sup> Street

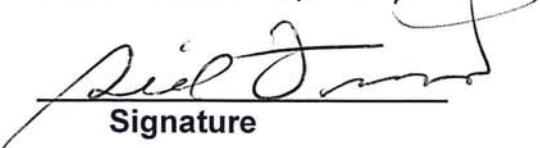
The proposed request is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible conditional use permit described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval

(☒) denial of this request.

Comments:

THE INDIVIDUALS THAT PARTICIPATE IN THESE PROGRAMS  
ARE NOT TO BE TRUSTED IN A RETAIL OR NEIGHBORHOOD  
ENVIRONMENT. IS IT THE CITY'S INTENT TO CREATE A  
DRUG USER'S HABITAT? WHAT HIGHTENED SECURITY PROVISIONS  
WILL BE INCORPORATED TO PREVENT THE CRIMES THAT FOLLOW  
DRUG USERS & ABUSERS. IS THIS A TREATMENT FACILITY OR  
A RESIDENCE THAT LOWERS THE COMMUNITY STANDARDS  
AND PROPERTY VALUE

  
Signature

Sid Frasier  
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 15, 2015.

City of Temple  
Planning Department  
Room 102  
Municipal Building  
Temple, Texas 76501

RECEIVED

JUN 12 2015

City of Temple  
Planning & Development

Number of Notices Mailed: 20

Date Mailed: June 4, 2015





RESPONSE TO PROPOSED  
CONDITIONAL USE PERMIT  
CITY OF TEMPLE

Henry Albro Etal  
3413 Meadow Creek Lane  
Temple, Texas 76504

Zoning Application Number: Z-FY-15-23

Project Manager: Beverly Mesa-Zendt

Location: 111 & 119 South 33<sup>rd</sup> Street

The proposed request is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible conditional use permit described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval (✓) denial of this request.

Comments:

I have a sharpening business across the street  
from this location and I do not want my  
customers, my children or my grandchildren to  
feel the least bit threatened.

Henry Albro  
Signature

Henry Albro  
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 15, 2015.

City of Temple  
Planning Department  
Room 102  
Municipal Building  
Temple, Texas 76501

RECEIVED

JUN 15 2015

City of Temple  
Planning & Development

Number of Notices Mailed: 20

Date Mailed: June 4, 2015



RESPONSE TO PROPOSED  
CONDITIONAL USE PERMIT  
CITY OF TEMPLE

Roswitha Thorns  
105 South 33<sup>rd</sup> Street  
Temple, Texas 76504

Zoning Application Number: Z-FY-15-23

Project Manager: Beverly Mesa-Zendt

Location: 111 & 119 South 33<sup>rd</sup> Street

The proposed request is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible conditional use permit described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval (X) denial of this request.

Comments:

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Roswitha Thorns  
Signature

ROSWITHA THORNS  
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 15, 2015.

City of Temple  
Planning Department  
Room 102  
Municipal Building  
Temple, Texas 76501

Number of Notices Mailed: 20

Date Mailed: June 4, 2015

RECEIVED  
JUN 15 2015  
City of Temple  
Planning & Development



RESPONSE TO PROPOSED  
CONDITIONAL USE PERMIT  
CITY OF TEMPLE

Oak Mott Enterprises LLC  
4403 Nottingham Lane  
Bryan, Texas 77802

Zoning Application Number: Z-FY-15-23

Project Manager: Beverly Mesa-Zendt

Location: 111 & 119 South 33<sup>rd</sup> Street

The proposed request is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible conditional use permit described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval

☒ denial of this request.

Comments:

The placement of a substance abuse facility in this  
location could potentially lower the value of my  
property, therefore, I do not support it.

Greg Owens  
Signature

Greg Owens  
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 15, 2015.

City of Temple  
Planning Department  
Room 102  
Municipal Building  
Temple, Texas 76501

RECEIVED

JUN 12 2015

City of Temple  
Planning & Development

Number of Notices Mailed: 20

Date Mailed: June 4, 2015





RESPONSE TO PROPOSED  
CONDITIONAL USE PERMIT  
CITY OF TEMPLE

Vijay Mehta  
805 Paint Brush Lane  
Temple, Texas 76502

Zoning Application Number: Z-FY-15-23

Project Manager: Beverly Mesa-Zendt

Location: 111 & 119 South 33<sup>rd</sup> Street

The proposed request is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible conditional use permit described on the attached notice, and provide any additional comments you may have. \*

I recommend ☒ approval ( ) denial of this request.

Comments:

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Signature

VIJAY MEHTA  
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than June 15, 2015.

City of Temple  
Planning Department  
Room 102  
Municipal Building  
Temple, Texas 76501

RECEIVED  
JUN 10 2015

Number of Notices Mailed: 20

Date Mailed: June 4, 2015

\*If you own multiple properties within 200 feet of the requested change, see attached listing.

RESCHEDULED MEETING



RESPONSE TO PROPOSED  
CONDITIONAL USE PERMIT  
CITY OF TEMPLE

James Etux Jana Warren  
2380 Primrose Trail  
Temple, Texas 76501

Zoning Application Number: Z-FY-15-23

Project Manager: Beverly Mesa-Zendt

Location: 111 & 119 South 33<sup>rd</sup> Street

The proposed request is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible conditional use permit described on the attached notice, and provide any additional comments you may have.

I recommend ( ) approval ☒ denial of this request.

Comments: I'd rather this area thrive with positive commercial business  
for our community. I feel there are better areas capable of  
handling a treatment facility than next door to a neighborhood.

  
Signature

James Warren  
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than July 6, 2015.

City of Temple  
Planning Department  
Room 102  
Municipal Building  
Temple, Texas 76501

RECEIVED

JUL 06 2015

City of Temple  
Planning & Development

Number of Notices Mailed: 20

Date Mailed: June 25, 2015

ORDINANCE NO. 2015-4724  
(Z-FY-15-23)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE,  
TEXAS, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A  
SUBSTANCE ABUSE TREATMENT FACILITY ON LOTS 4-6, BLOCK 3,  
MOORE'S KNIGHT ADDITION, LOCATED AT 111-119 SOUTH 33<sup>RD</sup>  
STREET; DECLARING FINDINGS OF FACT; PROVIDING A  
SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND  
PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Comprehensive Zoning Ordinance of the City of Temple, Texas, provides for the issuance of conditional use permits under certain conditions and authorizes the City Council to impose such developmental standards and safeguards as the conditions and locations indicate to be important to the welfare or protection of adjacent property and for the protection of adjacent property from excessive noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions, and for the establishment of conditions of operation, time limits, location, arrangement and construction for any use for which a permit is authorized;

**Whereas**, a minimum 75 percent vote of all the members of the City Council is required to overrule the Planning and Zoning Commission's recommendation for denial of a Conditional Use Permit for a Substance Abuse Treatment Facility on Lots 4-6, Block 3, Moore's Knight Addition, located at 111-119 South 33<sup>rd</sup> Street; and

**Whereas**, the City Council of the City of Temple, Texas, after public notice as required by law, has at a public hearing, carefully considered all the evidence submitted by the applicant concerning the proposed plans for operation of said establishment and has heard the comments and evidence presented by all persons supporting or opposing this application at said public hearing, and after examining the conditions, operation and the location of said establishment, finds that the proposed use of the premises substantially complies with the comprehensive plan and the area plan adopted by the City Council.

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

**Part 1:** The City Council approves by vote of 75 percent of all the members of the City Council, a Conditional Use Permit for a Substance Abuse Treatment Facility on Lots 4-6, Block 3, Moore's Knight Addition, located at 111-119 South 33<sup>rd</sup> Street, more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

**Part 2:** The owner/applicant, his employees, lessees, agents or representatives, hereinafter called "permittee" shall comply with all Unified Development Code (UDC) development standards, including but not limited to, the following developmental standards and conditions of operation:

- A. Section 7.5.3: Parking Plan Required. Off-street parking must 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. Parking must be located within a zoning district that allows the use for which the parking is intended. Shared parking must provide parking in an amount equal to the total of the Required Parking Ratios for all uses;
- B. Section 7.5.5 Off-Street Parking Design Standards –
  - 90 degree parking space striped and measured 9 feet by 18 feet;
  - Designed so that a driver can exit the space or area without backing a vehicle into a public street, right of way or alley;
  - Constructed with curb and gutter six inches in height around the perimeter of the parking area and all landscaped parking islands;
  - Paved with either asphalt or concrete. A parking space or area must include an asphalt or concrete driveway connecting the parking space or area with a street or alley permitting free ingress and egress to the street or alley;
- C. Section 7.7 Screening and Buffering; Section 7.6 Signs –
  - Refuse container storage areas must be located in a rear or side service area, or alley where available, for all uses other than single-family and two-family dwellings.
  - New 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.

**Part 3:** The Director of Planning is hereby directed to make the necessary changes to the City Zoning Map accordingly.

**Part 4:** The declarations, determinations and findings declared, made and found in the preamble of this ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

**Part 5:** 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 6:** 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 7:** 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 **3<sup>rd</sup>** day of **September**, 2015.

PASSED AND APPROVED on Second Reading on the **17<sup>th</sup>** day of **September**, 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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09/03/15  
Item #9  
Regular Agenda  
Page 1 of 1

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

Kayla Landeros, City Attorney  
Nicole Torralva, Public Works Director

**ITEM DESCRIPTION:** FIRST READING – Consider adopting an ordinance granting a franchise to Lossen Bros., Inc. to allow for the rental and setting of 30 and 40 yard dumpsters, as well as hauling and disposing of construction site waste within the City of Temple.

**STAFF RECOMMENDATION:** Adopt ordinance as presented in item description on first reading, schedule a public hearing, second and final reading for September 17, 2015.

**ITEM SUMMARY:** Lossen Bros., Inc. (“Lossen”) has requested a franchise to haul construction site waste within the City of Temple. Lossen has been in business for 19 years and is located in Georgetown. The company hauls trees, brush, shrubs and new home residential construction debris. It also provides general construction site cleaning and landscape tractor services. Lossen offers for rent either a 30 or 40 yard dumpster and provides hauling services.

Lossen is currently contracted with DR Horton to provide site cleaning, landscape tractor services, and hauling services. Lossen would like to continue to provide its services to DR Horton and is therefore seeking a franchise with the City.

Lossen carries the necessary insurance. The suggested term of the franchise agreement is 5 years.

The City currently offers the same size dumpster that Lossen is proposing to provide. For this reason, staff recommends not issuing a franchise to Lossen since the same services can be provided by the City. Lossen can continue to provide site cleaning and landscaping services without a waste hauling franchise.

**FISCAL IMPACT:** The City would receive 5% of the company’s gross revenues. The estimated annual franchise revenue is unknown at this time.

**ATTACHMENTS:**

[Letter from Lossen Bros., Inc.\(To Be Provided\)](#)  
[Resolution](#)



ORDINANCE NO: \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, GRANTING A FRANCHISE TO LOSSEN BROS., INC. OF GEORGETOWN, TEXAS, TO ALLOW FOR THE RENTAL AND SETTING OF 30 AND 40 YARD DUMPSTERS, AS WELL AS HAULING AND DISPOSING OF CONSTRUCTION SITE WASTE WITHIN THE CITY OF TEMPLE, TEXAS; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** Lossen Bros., Inc. (Lossen) of Georgetown, Texas, has requested a franchise to haul construction site waste within the City of Temple - Lossen has been in business for 19 years;

**Whereas,** Lossen hauls trees, brush, shrubs, new home residential construction debris and provides general construction site cleaning and landscape tractor services;

**Whereas,** Lossen offers for rent either a 30 or 40 yard dumpster and provides hauling services - Lossen is currently contracted with DR Horton to provide site cleaning, landscape tractor services, and hauling services and would like to continue to provide its services to DR Horton and is therefore seeking a franchise with the City;

**Whereas,** Lossen carries the required insurance and the suggested term of the franchise agreement is 5 years;

**Whereas,** while the estimated franchise revenue is unknown at this time, the City would receive 5% of the company's gross revenues; and

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

**Part 1:** A franchise to haul construction site waste within the City of Temple is granted to Lossen Bros., Inc. of Georgetown, Texas.

**Part 2: Franchise.** A franchise is hereby granted to Lossen Bros., Inc. of Georgetown, Texas, hereinafter referred to as "Grantee," to use the public streets, alleys and thoroughfares within the corporate limits of the City of Temple, Texas for the purpose of engaging in the business of construction job site cleaning, the rental and setting of 30 and 40 yard dumpsters, and the hauling and disposing of construction site, said business to be conducted in full compliance with all rules and regulations for the disposal of solid waste material imposed by the Texas Department of Health, the City of Temple, Texas, the State of Texas, and the federal government.

**Part 3: Term.** The term of this agreement shall end on **September 30, 2020**. This franchise can be extended upon mutual agreement of the parties.

**Part 4: Scope and Nature of Operation.** It is expressly understood and agreed that the Grantee may rent 30 and 40 yard dumpsters for the hauling of construction site waste. Grantee agrees that it may only rent or set dumpsters on a construction site at which it is also performing job

site cleaning. For the purpose of this franchise agreement, construction site cleaning includes clean up around sites for new commercial and residential construction as well as the demolition and clean-up of existing commercial and residential structures. Grantee will, at its own expense, furnish personnel and equipment to collect waste as described herein and will establish and maintain in an efficient and business-like manner such services as may be contracted for.

**Part 5: Vehicles to be Covered and Identified; Loading; Transport and Disposal.** All vehicles used by the Grantee for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Grantee's name in letters not less than two (2) inches in height.

**Part 6: Regulation of Leased Containers.** It is specifically understood and agreed that the Grantor shall permit the Grantee to rent or lease containers to the owner or occupant of any construction site within the corporate limits of the city, for construction job site cleaning and hauling of construction site waste subject to the following requirements:

- (a) All such containers shall be constructed according to good industry practice in the trade;
- (b) All such containers shall be equipped with suitable covers with secure lids to prevent blowing or scattering of the waste while being transported for disposal of their contents;
- (c) All such containers shall be cleaned and maintained by Grantee so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage for rodents;
- (d) All such containers shall be clearly marked with the Grantee's name and telephone number in letters not less than two (2) inches in height. It is further understood and agreed that the Grantee will lease or rent such containers at terms which are fair and reasonable; and
- (e) The City has the authority to remove from the premises any unmarked containers.

**Part 7: Disposal of Refuse.** It is specifically understood and agreed that Grantee will deliver all waste and refuse collected by it from premises in the corporate limits of City to the City of Temple Landfill. No other location may be used for the disposal of such refuse without the written approval and consent of Grantor. Rules and regulations governing hours of operation and disposal practices at the disposal site, as may be published by the Grantor, will be observed and followed by the Grantee while engaged in the disposal of refuse collected under this agreement. The Grantee is responsible for paying any and all tipping or gate fees as set from time to time by Waste Management.

**Part 8: Complaint Handling by Grantee:** It is expressly understood and agreed that Grantee, at its expense, will provide a telephone answering service from 8 a.m. until 5 p.m. daily,

Monday through Friday, excluding such holidays as may be approved by Grantor, for the purpose of handling complaints and other calls regarding refuse collection service provided by the Grantee.

**Part 9: Availability, Character of Service.** Grantee shall at all times furnish service which is sufficient to meet reasonable demands without undue interruption or fluctuations, under fair and reasonable rules and regulations as provided for herein, to any person, firm, or corporation that shall demand service within the City, upon the terms herein specified or that hereafter may be specified and required by ordinance or rules duly passed by the City.

**Part 10: Contract Administrator.**

- (a) The Director of Public Works is the principal City officer responsible for the administration of this franchise and shall oversee and review the operations of Grantee under this franchise.
- (b) It shall be the right and duty of the City Manager and the governing body of the City at all times to keep fully informed as to all matters in connection with or affecting the construction, reconstruction, maintenance, operation, and repair of the properties of the Grantee and its accounting methods and procedures in connection therewith, and the conduct of the Grantee's business in the City and of service being rendered by Grantee.

**Part 11: Records, Reports and Inspections.**

- (a) The Grantee shall use the system of accounts and the forms of books, accounts, records, and memoranda prescribed by the American Institute of Certified Public Accountants, or as mutually agreed to by the City and Grantee, except that the City may require the keeping of certain additional records and accounts not inconsistent therewith.
- (b) The Grantee shall furnish the City with copies of its monthly financial and operating reports and upon request, the Grantee shall make such special studies and furnish such other reports as the governing body of the City or the Director of Public Works may reasonably require in the administration of the franchise. The monthly financial reports may be in the form of a Balance Sheet generated by financial software such as QuickBooks. Once annual tax statements are prepared, and certified by a public account, a copy of such shall be made available to the City.
- (c) The City Manager and the Director of Finance shall have the right, at reasonable times, to inspect the plant, equipment, and other property of the Grantee, and its affiliates and to examine, audit, and obtain copies of the papers, books, accounts, documents, and other business records of the Grantee and its affiliates.
- (d) The City shall retain all of the investigative powers and other rights provided to the City by the Charter and State law.

**Part 12: Rules and Inspections.** The governing body of this City and the City Manager may establish, after reasonable notice and hearing, not to be less than that required by the City Charter and applicable laws, such rules and regulations as may be in the public interest regarding

rates, the furnishing of service, administration of customer accounts, and construction of Grantee facilities on City property.

**Part 13: Service Rates.** Grantor reserves the right to approve rates set by Grantee for services which includes in whole or part the setting of solid waste containers within the City limits, or the hauling of such solid waste containers on City streets. The Grantee shall publish service rates and furnish a copy of said rates to the City at such time as they are adopted.

**Part 14: Consideration.**

- (a) For and in consideration of the covenants and agreements herein contained, Grantee herein agrees to pay unto the City five (5%) percent of the gross receipts received by Grantee in the operation of the services performed for customers pursuant to the provision of this franchise. For the purposes of this franchise, gross receipts includes the entire amount billed to a customer and received by Grantee from a customer for a service that include in whole or part the setting of solid waste containers within the City limits, or the hauling of such solid waste containers on City Streets, but does not include any amounts passed through by Grantee to his customers for tipping fees at the landfill or charges for services that do not involve the setting of solid waste containers or the hauling of solid waste in those containers within the City limits. Nor does gross receipts includes payments received by Grantee from customers for services performed entirely outside the City limits. All charges shall be paid unto the Grantor monthly as they accrue and receivable not later than the 10th day of the month thereafter. The Grantor shall have the right to reasonable access to the records of Grantee involving business conducted pursuant to this franchise.
- (b) Grantee shall file with the Director of Finance simultaneously with each payment, a financial statement clearly showing the gross receipts received by the Grantee during the preceding month. In addition, the Grantee shall file with the Director of Finance annually, after the expiration of each of the Grantee's fiscal years, a financial statement clearly showing the gross receipts and all components thereof received by the Grantee on an annual basis during the preceding fiscal period. Such report shall be due within sixty (60) days of the close of the Grantee's fiscal year. This financial statement shall be prepared by a certified public accountant, clearly showing the annual gross receipts attributable to the Temple Service Area. Extension of such period up to thirty (30) additional days may be granted by the City Manager upon request by the Grantee. Such payment shall be exclusive of and in addition to all other general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.
- (c) In the event that any franchise payment, due to a recomputed amount, is not made on or before the applicable date heretofore specified, interest shall be charged from such due date at the annual rate of ten (10%) percent per annum.
- (d) Within thirty (30) days after a request by the City Manager to reimburse the City for said expenses, the Grantee will pay to the City any expense required to be paid by

the City Charter, this ordinance or other applicable laws or regulations including, but not limited to, the expense of publication of this ordinance or the expense of holding a referendum or election in regards to granting, amending, or extending or renewing this franchise.

**Part 15: Indemnity Insurance.** Grantee assumes all risks of loss or injury to property or persons arising from any of its operations under this agreement, and agrees to indemnify and hold harmless the Grantor from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such loss or injury is solely due to the negligence of the City. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Grantee. Grantee agrees to carry the types of insurance in minimum limits as follows:

- (1) Public Liability Bodily Injury \$250,000 single/\$500,000 total;
- (2) Public Liability Property Damage \$100,000 each occurrence; and
- (3) Automotive Public Liability and Bodily Injury \$250,000 single/\$500,000 total and Property Damage \$100,000.

Grantee shall furnish Grantor with evidence of such insurance in a form satisfactory to Grantor, and have Grantor named as an additional insured on its liability insurance and such insurance certificates shall provide a waiver of subrogation in favor of Grantor.

**Part 16: Termination and Forfeiture.** The City, at its option, may terminate this franchise agreement by giving 60 days advance written notice of such termination to Grantee.

**Part 17: Retention of Rights by City.** The City of Temple, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the city and the granting of this franchise in no way interferes with the improvements or maintenance, or any other street, alleys, and public ways, and the rights of the Grantee herein to use said streets shall at all times be subservient to the right of the governing body of the City of Temple to fully exercise its rights or control over said streets, alleys and public ways.

**Part 18: Amendments.** The City of Temple expressly reserves the right, after due notice to Grantee, to modify, amend, alter, change or eliminate any of the provisions of this franchise and to impose such additional conditions upon the Grantee as may be just and reasonable as determined by the City Council, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public. Provided, however, that all such amendments shall be made in accordance with the Charter of the City of Temple, Texas.

**Part 19: Effective Date.** This franchise shall become effective on the 31<sup>st</sup> day after passage of this ordinance as provided in Article 10, Section 10.3 of the Charter of the City of Temple, if Grantee shall have filed its written acceptance of the franchise within thirty (30) days after the final passage and approval of this ordinance

**Part 20: Non-Exclusive.** This franchise is not exclusive and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights and privileges to any other person, firm, or corporation.

**Part 21: Failure of City to Enforce this Franchise; No Waiver of Terms Thereof.**

- (a) The Grantee shall not be excused from complying with any of the terms and conditions of this franchise because of any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. The Grantee's violation or failure to comply with any of the provisions of this ordinance shall result in a fine upon conviction of not less than One Dollar (\$1.00) nor more than Five Hundred (\$500.00) Dollars and each day any violation or non-compliance continues shall constitute a separate and distinct offense.
- (b) The penalty provided herein shall be cumulative of other remedies provided herein and by State and Federal law including, but not limited to, the power to forfeit or terminate this franchise, the power of injunction or any other equitable remedies as provided by State law and the right to sue for damages which remedies may be exercised in enforcing this ordinance whether or not there has been a criminal complaint filed.

**Part 22: Taxes.** The Grantee shall promptly pay all lawful ad valorem taxes, and such other levies and assessments, if any that may lawfully be imposed upon it. Failure to pay any of such charges on either of them shall be deemed a breach of the privilege granted herein.

**Part 23: Assignment of Franchise.** This franchise and agreement and any and all rights and obligations hereunder may not be assigned by the Grantee without the prior written consent of the City Council.

**Part 24: Findings of Fact.** The City Council hereby finds and declares that the public convenience and necessity require the service which is to be furnished by the Grantee named herein.

**Part 25: Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Part 26: Open Meetings.** It is hereby found that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act

PASSED AND APPROVED on First Reading on the 3<sup>rd</sup> day of **September**, 2015.



PASSED AND APPROVED on Second Reading and Public Hearing on the **17<sup>th</sup>** day of **September**, 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

## **Agreement of Franchisee**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE,  
TEXAS:

The franchisee, Lossen Bros., Inc., acting by and through its duly authorized and empowered officer, hereby accepts the terms and conditions of Ordinance No. \_\_\_\_\_ granting a franchise to provide construction job site cleaning, hauling and disposing of construction site waste within the City of Temple, Texas.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LOSSEN BROS., INC,

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/03/15  
Item #10  
Regular Agenda  
Page 1 of 2

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

Brynn Myers, Assistant City Manager  
Walter Hetzel, Animal Services Manager

**ITEM DESCRIPTION:** SECOND READING & FINAL READING - Consider adopting an ordinance amending the Code of Ordinances, Chapter 6, "Animals and Fowl".

**STAFF RECOMMENDATION:** Consider adopting the ordinance as presented in item description.

At its July 13, 2015 meeting, the Animal Services Advisory Board voted 5/0 to recommend the proposed changes related to Sec 6-13, Additional Regulations, to allow the keeping of chickens within the City of Temple in accordance with certain provisions.

**ITEM SUMMARY:** In response to recent citizen inquiries requesting consideration of amending the City ordinance to relating to the keeping of chickens, the Animal Services Advisory Board requested staff to submit for consideration an amendment to the current City ordinance that would allow the keeping of chickens within the City of Temple in accordance with certain provisions.

The current wording of the City ordinance prohibits the keeping of chickens except if kept at least 150 feet from nearest residence other than the owner or keeper.

At its July 13, 2015 meeting, the Animal Services Advisory Board considered a recommendation to the City Council amending Chapter 6, Section 6.13. The Board discussed draft ordinance changes presented by staff. The Board voted 5/0 to recommend to Council approval of an ordinance change that would allow hens to be kept in a residential zoning district if kept at least 50 feet from the nearest residence under the following provisions:

1. No more than 6 hens;
2. Must be kept in a pen or enclosure;
3. Enclosure must be clean, secure, ventilated, and large enough for the animal to move freely;

4. Enclosure must meet any applicable standards or permit requirements found in the Unified Development Code;
5. Accumulation of waste creating obnoxious odor and/or health hazard prohibited;
6. Roosters prohibited.

In addition to the changes relating to the provisions associated with keeping of chickens, staff is also proposing non substantive changes relating to general cleanup of Chapter 6.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

[Ordinance](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING CHAPTER 6, "ANIMALS AND FOWL," SECTION 6-13, ADDITIONAL REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF TEMPLE, TEXAS, TO ALLOW THE KEEPING OF CHICKENS WITHIN THE CITY OF TEMPLE, IN ACCORDANCE WITH CERTAIN PROVISIONS; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, in response to recent citizen inquiries requesting consideration of amending the City ordinance relating to the keeping of chickens within the City of Temple, the Animal Services Advisory Board requested Staff to submit an amendment to the current City ordinance that would allow the keeping of chickens in accordance with certain provisions;

**Whereas**, the current wording of the City ordinance prohibits the keeping of chickens except if kept at least 150 feet from the nearest residence other than the residence of the owner or keeper;

**Whereas**, at its July 13, 2015 meeting, the Animal Services Advisory Board considered a recommendation to the City Council amending Chapter 6, "Animals and Fowl," Section 6-13 - the Board voted 5/0 to recommend to Council approval of an ordinance change that would allow hens to be kept in a residential zoning district if kept at least 50 feet from the nearest residence under the following provisions:

1. No more than 6 hens;
2. Must be kept in a pen or enclosure;
3. Enclosure must be clean, secure, ventilated, and large enough for the animal to move freely;
4. Enclosure must meet any applicable standards or permit requirements found in the Unified Development Code;
5. Accumulation of waste creating obnoxious odor and/or health hazard is prohibited;
6. Roosters are prohibited;

**Whereas**, in addition to the changes relating to the provisions associated with the keeping of chickens, Staff is also proposing non-substantive changes relating to the general cleanup of Chapter 6 "Animals and Fowl;" and

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

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

**Part 1:** Chapter 6, "Animals and Fowl," Section 6-13, Additional Regulations, of the Code of Ordinances of the City of Temple, Texas, is amended as outlined in Exhibit 'A' attached hereto.

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

**Part 3:** This ordinance shall take effect 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 4:** The Code of Ordinances of the City, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**Part 5:** It is hereby officially found and determined that the meeting at which this ordinance 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 **20<sup>th</sup>** day of **August**, 2015.

PASSED AND APPROVED on Second Reading on the **3<sup>rd</sup>** day of **September**, 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





## CITY COUNCIL ITEM MEMORANDUM

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09/03/15  
Item #11  
Regular Agenda  
Page 1 of 2

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

Brian Chandler, Director of Planning

**ITEM DESCRIPTION:** I-FY-15-04 – Consider adopting a resolution authorizing an Appeal of Standards to Sec. 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping for a proposed distribution center at 5141 North General Bruce Drive.

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

1. Sec. 6.7.5.E.8.f: 2 to 4 foot berms need to cover a minimum of 50 percent of front landscape buffer area (the majority of frontage is in the floodplain and will include a retaining wall)
2. Sec. 6.7.8.C: 10 percent of site must be landscaped and irrigated (7 percent is proposed; however, when floodplain is removed from calculations, 10.6 percent of site is landscaped and irrigated)
3. Sec. 6.7.5.E.8.a: Number of 3-inch trees in front landscape buffer (61 required; 57 provided outside of floodplain and within an expanded landscape buffer width)
4. Sec. 6.7.5.E.9.a: parking lot screening (parking lot cannot be seen from the roadway, but will still include the required landscape islands every 10 spaces with trees)

The proposal complies with the following standards:

- Tree preservation
- Side and rear landscaping buffer requirements
- Signage
- Front Landscape buffer requirements:
  - 35-foot width
  - Required number and size of trees
  - At least 60% of trees must be evergreen
  - At least 20% of buffer must contain native grasses or wildflowers
- Building materials (combination of architectural metal and painted tilt wall)
- Must include at least 3 of the architectural elements listed on page 6-83 of the UDC (design includes overhangs, recesses or projections and display windows)
- Earth-tone colors for buildings

The applicant has exceeded the following I-35 Corridor Overlay requirements, as well:

- Exceeds the 35-foot front buffer width in some locations.

**ADDITIONAL BACKGROUND:** The property was zoned Light Industrial and had a Conditional Use Permit (CUP) approved for a Distribution Center use at the August 20, 2015 City Council meeting. The Baylor Scott & White distribution center would provide hospitals throughout the BS&W system with medical supplies.

Staff has had two meetings with the project design team:

1. An interdepartmental meeting to address engineering, fire access, zoning, platting, permitting and I-35 corridor overlay zoning compliance (May 28, 2015)
2. A follow-up design review meeting with Planning staff to discuss the final design proposal (July 14, 2015)

**STAFF RECOMMENDATION:** Staff recommends approval of the appeal as submitted based on the following reason:

- Applicant has been working closely with staff to develop a compromise on the landscaping that would meet the intent of the I-35 Corridor Overlay standards to beautify the corridor, while also utilizing a landscape pallet that:
  1. Conserves water on the 64-acre site, which is potentially the largest undeveloped site within the I-35 Corridor Overlay;
  2. Utilizes the preservation of existing significant trees;
  3. Combines native wildflowers and grasses to create a more natural look;
  4. Is compatible with the significant floodplain area on the site; and
  5. Clusters the trees and other more ornamental landscaping around the development entrance.

**P&Z RECOMMENDATION:** At their August 17, 2015 meeting, the Planning and Zoning Commission recommended unanimous approval as submitted.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

[Application](#)

[Site Plan](#)

[Landscape Plan \(8 pages\)](#)

[Colored Site Plan](#)

[Resolution](#)

# City of Temple Universal Application

Rev. 06-04-15

(Incomplete applications will not be accepted)

- ☐ Sketch Plan
- ☐ Plat Vacation
- ☐ Minor or Amending Plat
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Variance (Board of Adjustment)
- ☐ Abandonment

- ☐ Rezoning
- ☐ Conditional Use Permit (CUP)
- ☐ Planned Development (PD)
- ☐ PD Site Plan
- ☒ I-35 Appeal
- ☐ I-35 Site Plan Review
- ☐ TMED Site Plan Review
- ☐ TMED Variances/Warrants

- ☐ Appeal of Administrative Decision
- ☐ Residential Masonry Exception
- ☐ Nonresidential Masonry Exception
- ☐ Park, Facility or Street Renaming
- ☐ Cost Sharing Offsite Participation
- ☐ Exception
- ☐ Street Use License (SUL)
- ☐ 1<sup>st</sup> and 3<sup>rd</sup> Overlay Appeal

## PROJECT INFORMATION:

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

Project Name: Baylor Scott and White System Distribution Center Parcel(s) Tax ID# (Required): 13157, 433064, 439723

Project Address (Location): 5141 N. General Bruce Drive, Temple TX Total Acres: 64

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Cabinet #: \_\_\_\_\_ Slide #: \_\_\_\_\_

Outblock (if not platted): \_\_\_\_\_

Brief Description of Project: Proposed Distribution Center

Current Zoning AG # of Existing Lots 3 # of Existing Units 0

Proposed Zoning LI # of Proposed Lots 1 # of Proposed Units 1

## APPLICANT / CONTACT INFORMATION:

(This will be the primary contact; please ensure email address is legible)

Name: Wilson Goode Company Name: Jacobs Engineering Group

Address: 777 Main Street City: Fort Worth State: TX Zip: 76102

Phone: 817-735-6090 Cell #: 214-893-0667 Fax #: 817-735-6148

Email Address: wilson.goode@jacobs.com

## PROPERTY OWNER INFORMATION:

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

## DEVELOPER ☒ ENGINEER ☒ SURVEYOR INFORMATION:

(Please ensure email address is legible)

Name: Wilson Goode Company Name: Jacobs Engineering Group

Address: 777 Main Street City: Fort Worth State: Texas Zip: 76102

Phone: 817-735-6090 Cell #: 214-893-0667 Fax #: \_\_\_\_\_

Email Address: wilson.goode@jacobs.com

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

Relief from I35 Overlay requirement for 35' Irrigated Landscape Buffer and required frontage trees along section of I-35 frontage road behind proposed TxDOT Retaining Wall and Crossing of Little Elm Creek. Remainder of provided I-35 frontage buffer provides irrigated landscape and trees. Also request removal of berming requirement along I-35 Frontage.



## CHECKLIST--PER SUBMITTAL

## City of Temple Universal Application

(Incomplete applications will not be accepted)

Rev. 06-04-15

Submittal Requirements <i>All Checklists are available on Planning Applications webpage</i>	All Plats	CUP & PD	Rezoning	Sketch Plan	I-35	I-35 Appeal	TMED	TMED Variance/Warrant	ZBA Variance	Masonry Exception	Appeal of Administrative Decision	Abandonment	Street Use License (SUL)
Complete Universal Application	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Utility Providers-see attached link <a href="http://www.templetx.gov/DocumentCenter/View/2920">http://www.templetx.gov/DocumentCenter/View/2920</a>	✓												
Electronic copy (PDF) of all required materials submitted as hard copies (must be legible)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hard Copies for all submittals	5	2	1	5	2	2	2	2	1	1	1	1	1
Field Notes (signed and stamped) or Lot and Block Description	✓	✓	✓		✓	✓	✓	✓	✓			✓	✓
Site Plan Checklist		✓			✓	✓	✓	✓	*				
Plat Checklist	✓			✓									
I-35 Checklist					✓	✓							
TMED Checklist							✓	✓					
Abandonment Checklist												✓	
SUL Checklist													✓
Scaled Site Plan		✓			✓	✓	✓	✓	✓	✓	*	✓	✓
Drainage Letter or Drainage Report (for residential subdivisions)	✓												
Elevations		✓			✓	*	✓	*		✓			
Landscape Plan					*	*	*	*					
Lighting Plan					*	*	*	*					
Fee	✓	✓	✓	NA	NA	NA	NA	NA	✓	NA	NA	✓	✓
Survey												✓	✓
Broker's Opinion of Value or Appraisal												✓	
R-O-W abandonment ONLY												✓	

\*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 for filing fee only;

(3<sup>rd</sup> Party Broker's Opinion or Appraisal)(3<sup>rd</sup> Party Broker's Opinion or Appraisal fee will be Applicant's responsibility)

Board of Adjustment (Variance)

\$ 75.00

\*Preliminary/Final Plat

(MUST meet with a planner prior to submittal of request)

\$150.00 + \$3.00/lot (residential) or

\$10.00/acre (nonresidential)

Street Use License (SUL)

\$150.00 (renewed every 15 years)

\*Rezoning/CUP/PD Site Plan

\$150.00 + \$3.00/acre (to match Ordinance No. 1948)

RECEIVED

JUL 23 2015

City of Temple

Planning &amp; Development

\*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 FOR SIGN POSTING AND PROPERTY ANALYSIS PURPOSES.

APPLICANT SIGNATURE: Wilson Goode

Digitally signed by Wilson Goode  
DN: c=US, o=City of Temple, ou=Planning & Development, email=wgoode@cityoftemple.com, cn=Wilson Goode  
Date: 2015.07.24 11:44:45 -0500

Print or Type Name: Wilson Goode

(property owner authorization required below if applicant is someone other than property owner)

I (property owner) hereby authorize Wilson Goode of Jacobs  
(name) (company (if applicable))

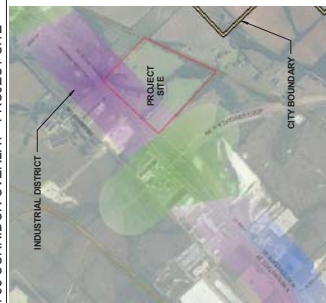
to represent me in matters pertaining to this case.

Property owner's signature: [Signature]Property owner's name (print): SCOTT LILESProperty owner's address: 2401 S. 31<sup>ST</sup> STREET, Temple, TX 76508Property owner's phone: 254-724-0020Email address: SLILES@SW.ORG

For Department Use Only

Project #: I-FY-15-04Project Manager: B. ChandlerTotal Fee(s): -Fee Credit: -Payment Method: -Submittal Date: 23 July 15Accepted By: B. ChandlerAccepted Date: 23 July 15





SIGN DATA		SIGN TYPE	MAX NUMBER SIGN FACIES	MAX HEIGHT	MAX AREA	MAX SETBACK	MIN SPACING
ALLOWABLE	MONUMENT		2	8'	50 SQ FT	0	25'
PROPOSED	MONUMENT		2	7'-2"	28 SQ FT	0	N/A

**FOR REVIEW ONLY**  
This document is preliminary in nature and is not a final, signed and sealed document. Not for bidding or construction. The drawings were prepared by, or under the direct supervision of:

ISSUED FOR	
DESIGN DEV	

[illegible]

Registered  
Associates, Inc.  
Engineering Firm F-2776  
Highlander Blvd.,  
300  
Houston, TX 76015  
www.associates.com

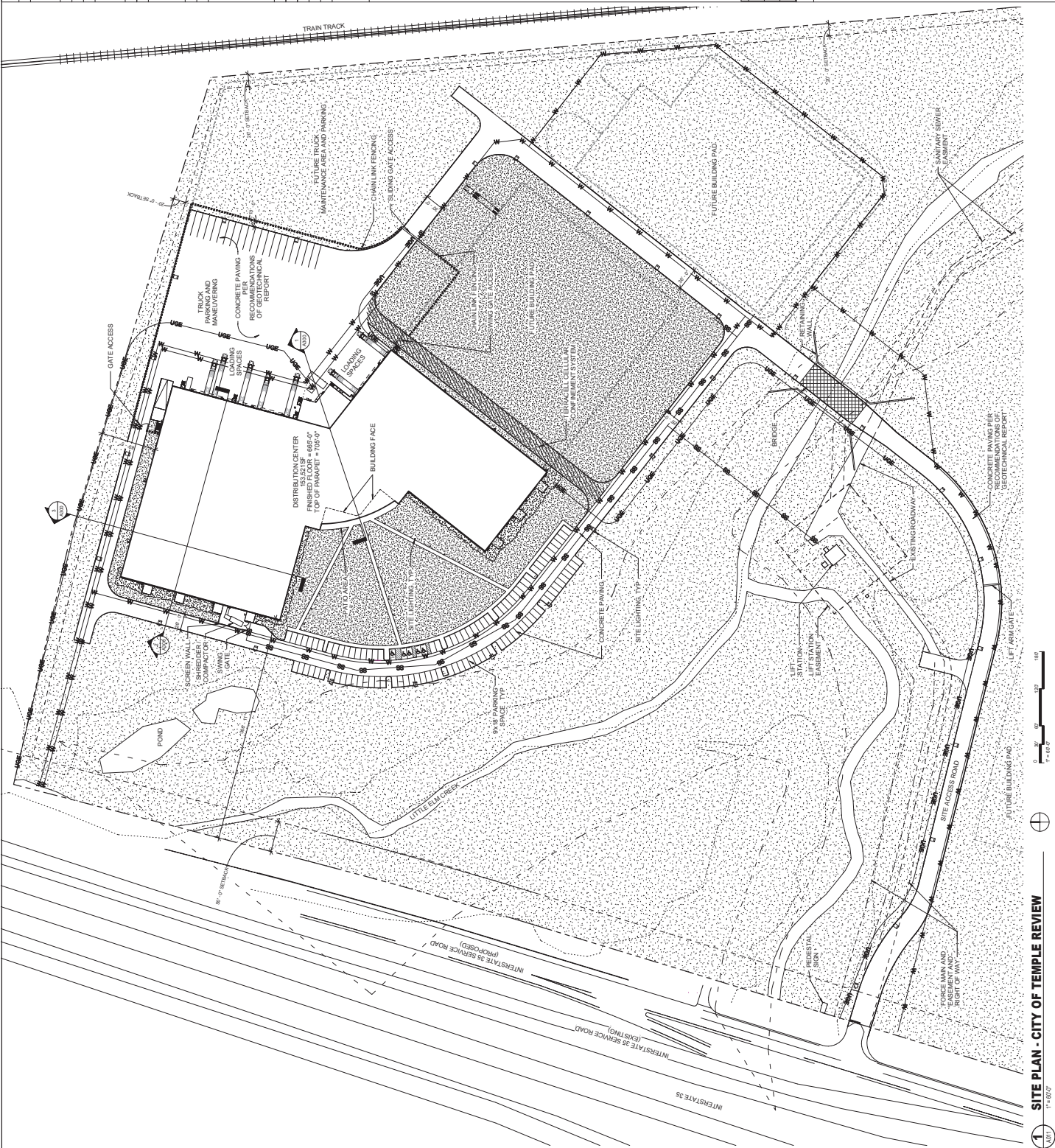
**JACOBS**  
Architect, Interiors, Struct  
Electrical, Plumbing, Fire  
Jacobs Engineering Group  
Texas Registered Engineer  
77 Main Street  
Fort Worth, TX 76102  
www.jacobs.com

Section Engineering:  
Firm F-2966



## PROJECT DATA

PROJECT DATA	
LAND AREA	64 ACRES
BAKING AREA	940 SF
OFFICE AREA	14,521 SF
WAREHOUSE	143,321 SF
TOTAL AREA	158,782 SF
PAVING REQUIRED	5.5%
OFFICE SPACE	1 SPACE 1,000 SF
WAREHOUSE SPACE	1 SPACE 100,000 SF
ALTERNATE 1	1 SPACE 1,000 SF
TOTAL REQUIRED	3 SPACES
ACESSIBLE PARKING REQUIRED	3 SPACES
PARKING PROVIDED	101 SPACES
STANDARD SPACE(S)	8 X 18 FT



OVERALL PLANT SCHEDULE

PLANT SCHEDULE									
SYMBOL	QTY	COMMON NAME	BOTANICAL NAME	COUNT	CAL	SIZE	REMARKS	QTY	REMARKS
	24	ARIZONA CYPRESS	CUPRESSUS ARIZONICA	65 GAL	2" CAL				
	6	TEXAS ASH	FRAXINUS TEXENSIS	CONTAINER OR B&B	3" CAL	12'-14'			
	24	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	CONTAINER OR B&B	3" CAL	12'-15'			
	51	CEDAR ELM	ULMUS CRASSIFOLIA	CONTAINER OR B&B	3" CAL	12'-14'			
	7	ORANGE ELM TREE	ULMUS PARVIFOLIA	CONTAINER OR B&B	3" CAL	12'-14'			
	18	CHARLIE TREE	VITEX AGAVE-CASTUS	15.0 GAL		6'-8'			
	348.97 SF	NATIVE SUN TURBOGRASS							
	303.230 SF	BLACKLAND PRAIRIE MIX							
	10.313 SF	LEGACY WILDOFLOWER MIX							
	1,252.700 SF	OVER SEED WILDOFLOWER MIX							
	106.965 SF	US BUFFER							
	12.970 SF	PRIMA GRASS							
	12.086 SF	MEXICAN VERBENACIUS							
	24' O.D.								
	24' O.D.								
	24' O.D.								

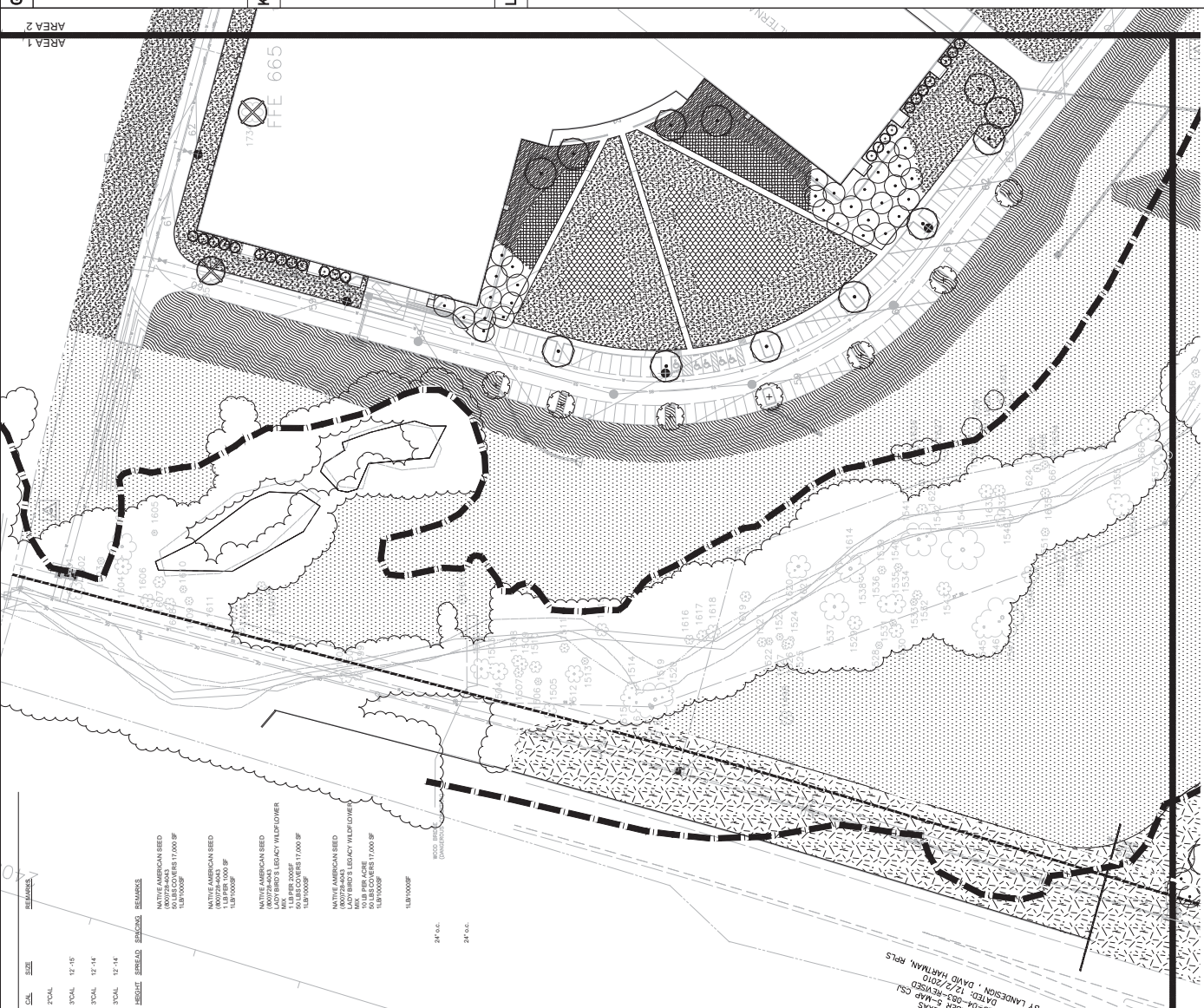
EXISTING TREE MITIGATION SCHEDULE

NOTE: TREE MITIGATION SHALL BE BASED OFF OF THE TREE SURVEY PERFORMED BY DONALD CARROLL SURVEYOR, INC. DATED MARCH 20, 2015			
TREE TAG#	SPECIES	CHAPER LIGHT	COMMENTS
1845	OAK	24"	BRIDGE CROSSING
1846	OAK	12"	BRIDGE CROSSING
1847	OAK	12"	BRIDGE CROSSING
1848	ELM	24"	BRIDGE CROSSING
1849	ELM	12"	BUILDING
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2162	ELM	12"	BUILDING





SYMBOL	COMMON NAME	BOTANICAL NAME	CONT.	QAL	DATE	REMARKS
12	ANZONA CYPRRESS	CLIPPERUS ANZONICA	66 GAL	27-04		
12	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	CONTAINER OR BAR	27-04		
30	CEDAR ELM	ULMUS CRASSIFOLIA	CONTAINER OR BAR	27-04		
7	CHERRY ELM TREE	ULMUS PARVIFOLIA	CONTAINER OR BAR	27-04		
SYMBOL	COMMON NAME	BOTANICAL NAME	CONT.	QAL	DATE	REMARKS
61.00 SF	NATIVE SAN TAYLOR PALM		SEED			NATIVE AMERICAN SEED 50 LBS COVERS 17,000 SF 1.8/10000SF
48.24 SF	BLACKLAND PRUNE MAX		SEED			NATIVE AMERICAN SEED 50 LBS COVERS 17,000 SF 1.8/10000SF
10.33 SF	LEGACY WALDOVER MAX		SEED			NATIVE AMERICAN SEED 50 LBS COVERS 17,000 SF 1.8/10000SF
21.91 SF	OVERSEED WALDOVER MAX		SEED			NATIVE AMERICAN SEED 50 LBS COVERS 17,000 SF 1.8/10000SF
48.31 SF	US BUFFER		SEED			1.8/10000SF
1.965	PINK MAUI	MAKINERUA CAPILLARIS	3 GAL			
1.400	MEXICAN TEA ENIGMAS	NASSELLA TENNISIMA POW TALS	3 GAL			



**GENERAL NOTES**

AREA 1

AREA 2

AREA 3

**KEYNOTES**

AREA 1

AREA 2

AREA 3

**LEGEND**

AREA 1

AREA 2

AREA 3

**Enlarged Landscape Plan**

Area 1

**101**

SHEET

**101**

SHEET

**Baylor Scott & White**

System Distribution Center

**JACOBS**

Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Engineering

**101**

SHEET





[illegible]

Wier & Associates, Inc.  
Texas Registered  
Engineering Firm F-2776  
701 Highlander Blvd.,  
Suite 300  
Arlington, TX 76015  
www.wierassociates.com  
JACOBS PROJECT NUMBER F8M59690

**JACOBS**  
Architect, Interiors, Structural  
Electrical, Plumbing, Fire  
Jacobs Engineering Group  
Texas Registered Engineer  
777 Main Street  
Fort Worth, TX 76102  
www.jacobs.com

ral, Mechanical,  
rotection Engineering;  
g Firm F-2966



1 ENLARGED LANDSCAPE PLAN - AREA 3

COUNTY DEVELOPERS  
VOL. 1114, PG. 775

ARTICLES OF MERGER  
VOL. 1836, PG. 490

JURI HOLBROOK SURVEY  
 ABSTRACT NUMBER 1009

STATE OF TEXAS  
PARCEL No. 57  
201 1773 PG 557

STATE OF TEXAS  
MARCEL NO. 59, PART 1  
VOL. 1705, PG. 879

$$\begin{array}{r} 2390+00 \\ \hline \end{array}$$

AREA 1  
AREA 3

## GENERAL NOTES

## LEGEND

## KEYNOTES





[illegible]

## LEGEND

## KEYNOTES

**JACOBS**  
Architect, Interiors, Structural, Mechanical,  
Electrical, Plumbing, Fire Protection Engineering  
Texas Registered Engineering Firm F-2966  
777 Main Street  
Fort Worth, TX 76102  
www.jacobs.com



Baylor Scott & White  
HEALTH  
System Distribution Center



1 ENLARGED LANDSCAPE PLAN - AREA 4

SCALE: 1"=40'-0"

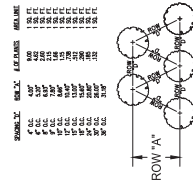
PLOT DATE / TIME STAMP:

## LANDSCAPE DETAILS

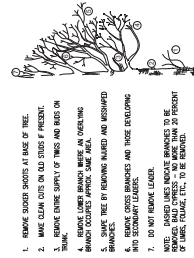
[illegible]

**JACOBS**  
Architect, Interiors, Structural, Mechanical,  
Electrical, Plumbing, Fire Protection Engineering  
Texas Registered Engineering Firm F-2966  
777 Main Street  
Fort Worth, TX 76102  
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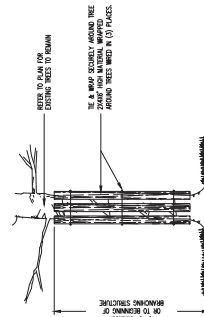
## 4 PLANT SPACING CHART NTS



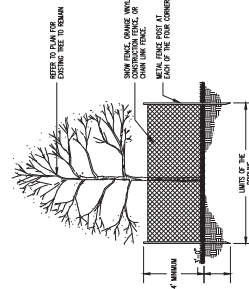
### 3 TREE PRUNING



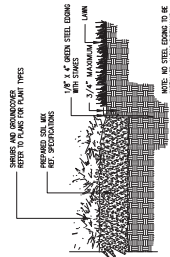
## 2 TREE PROTECTION



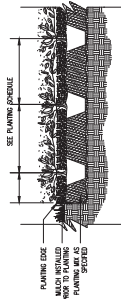
## 1 TREE PROTECTION



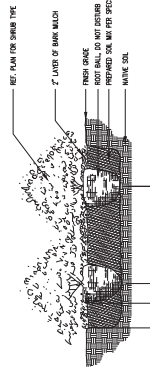
## 8 EDGING DETAIL



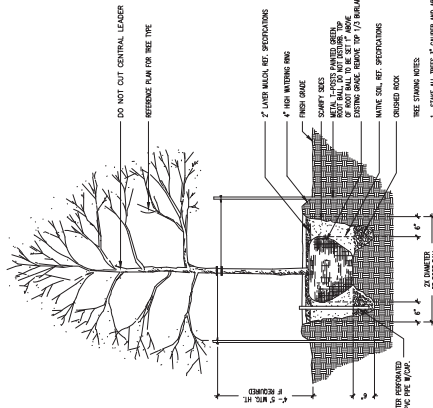
7 GROUND COVER DETAIL  
NTS



## 6 SHRUB PLANTING



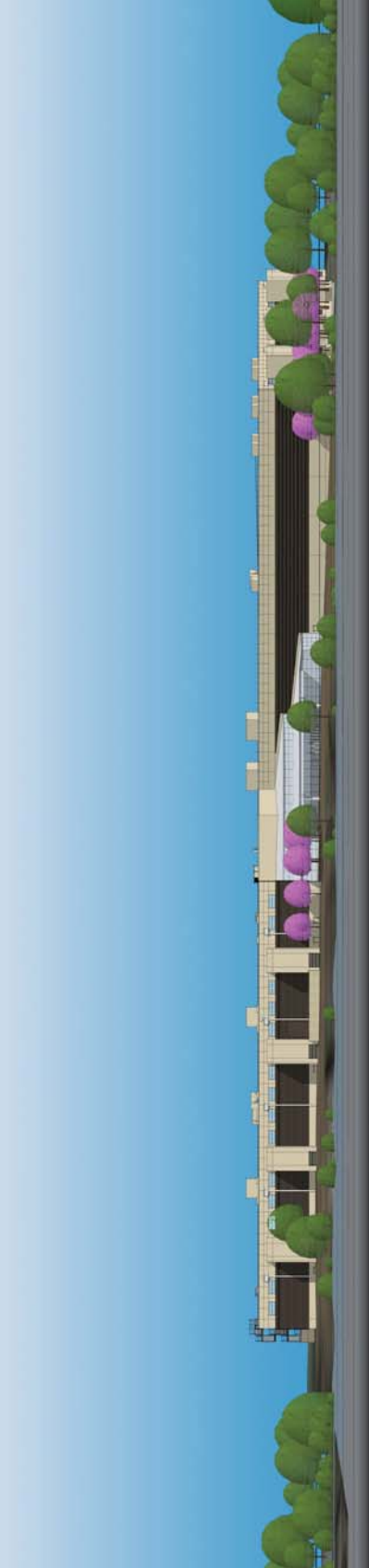
5 TREE PLANTING







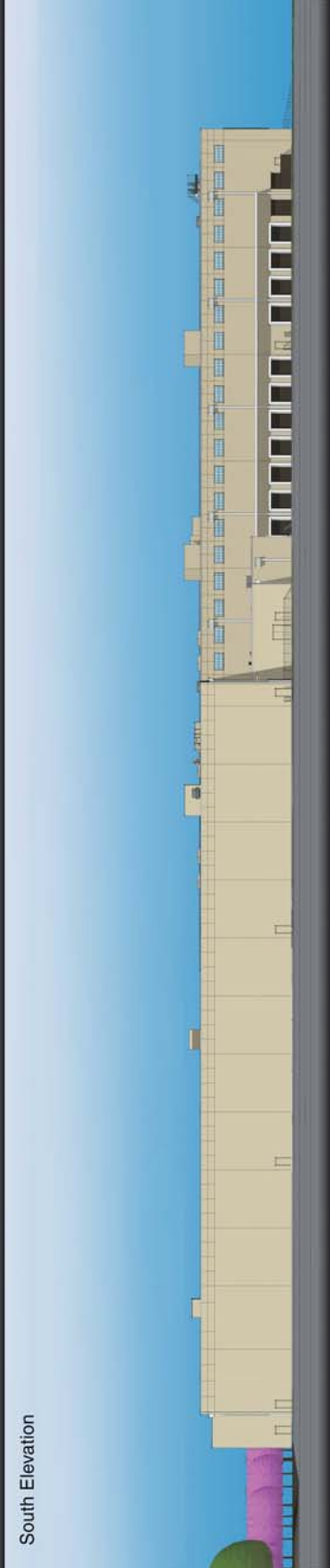




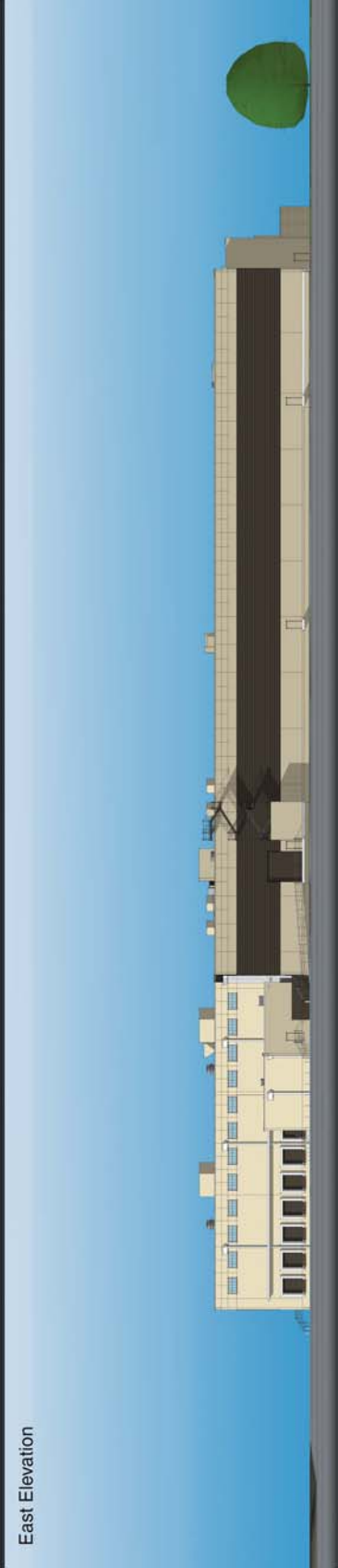
West Elevation



South Elevation



East Elevation



North Elevation







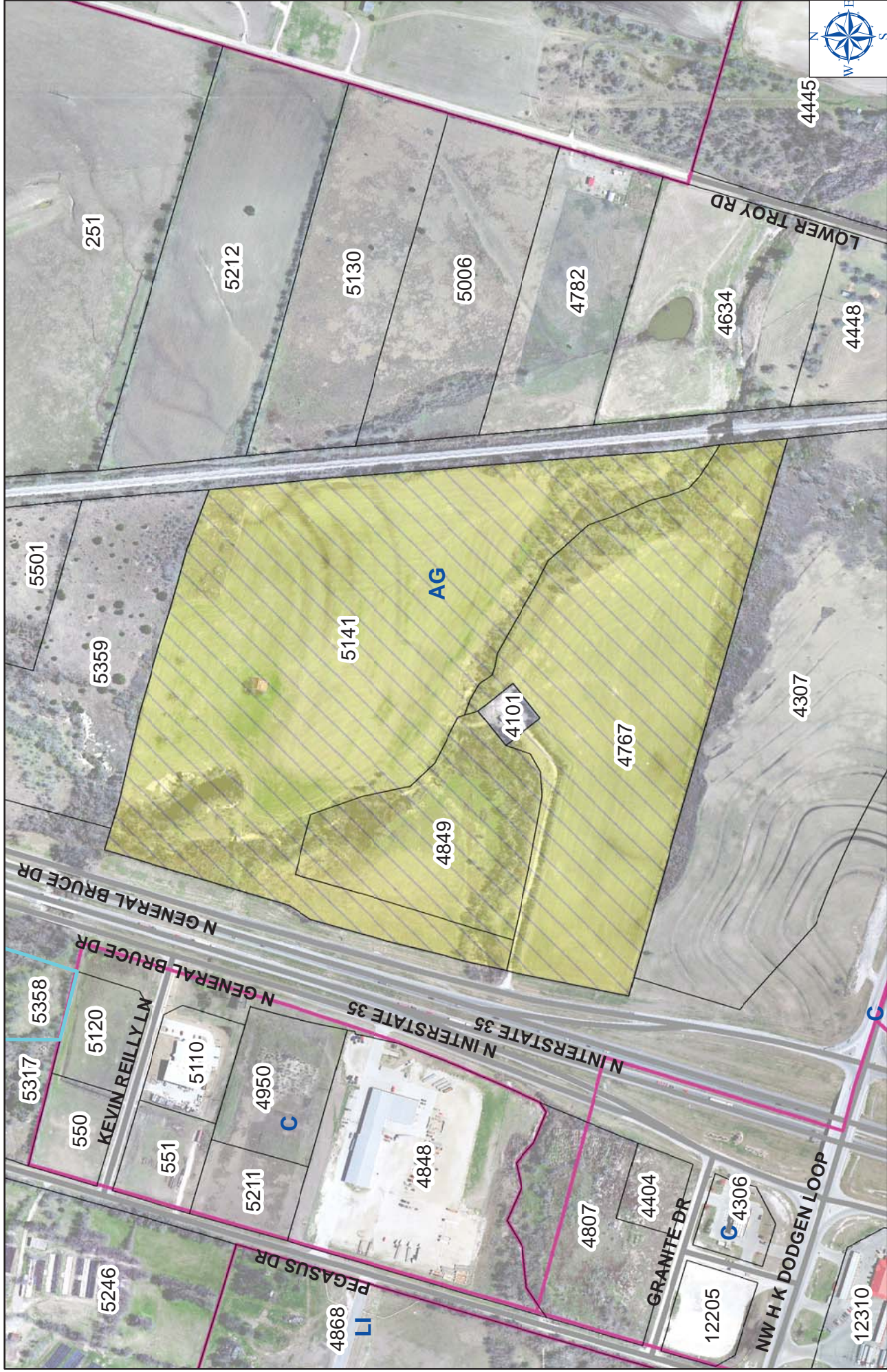




**Z-FY-15-21**

Rezoning Request: Agricultural (AG) to Light Industrial (LI)  
with a Conditional Use Permit for a Distribution Center

**5141, 4849, and 4767  
N General Bruce Drive**



Case



Zoning

1234 Addresses

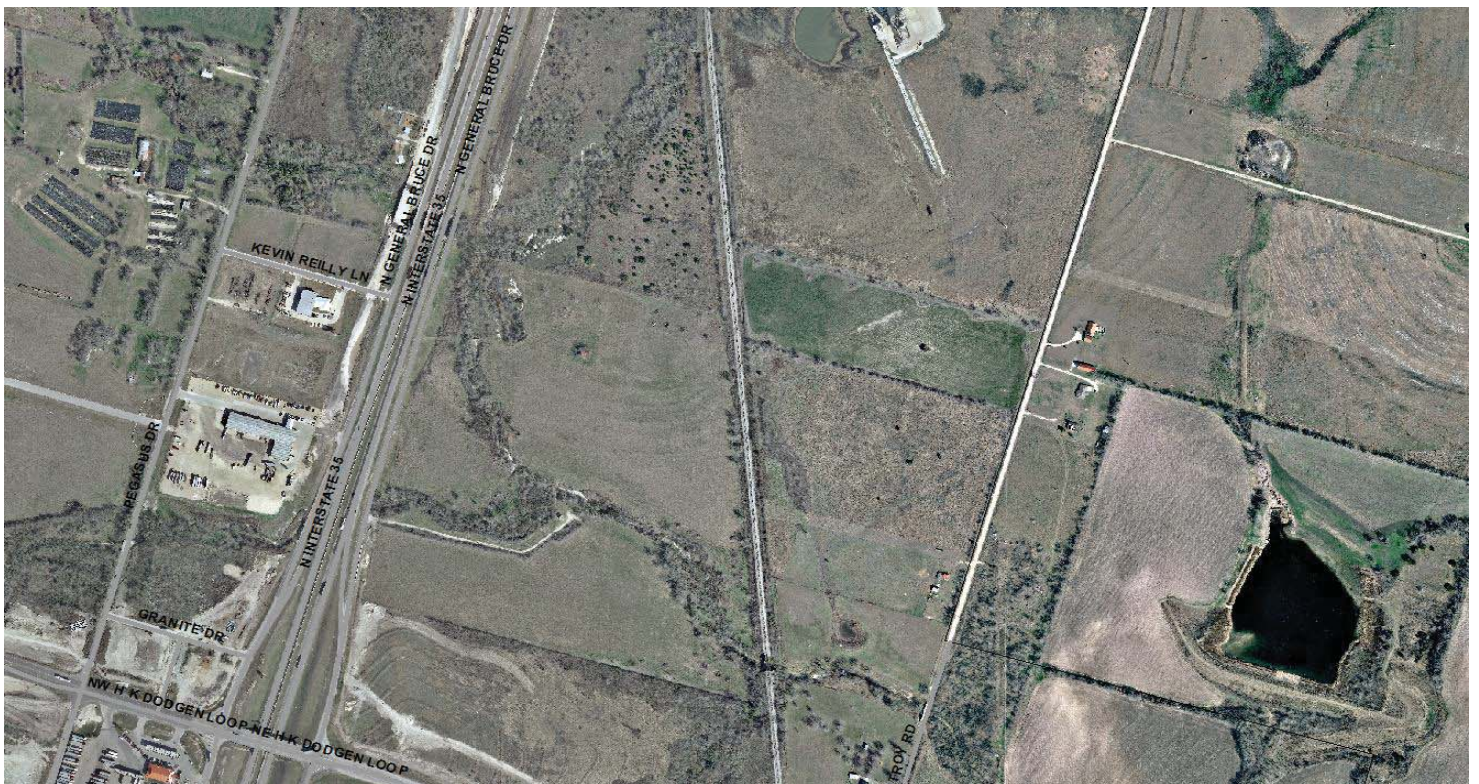
5-28-15  
Temple Planning Department  
bzndt



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.



Subject Property: 4767, 4849, and 5141 North General Bruce Drive.



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

[PLANNING NO. I-FY-15-04]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS TO SECTION 6.7 OF THE UNIFIED DEVELOPMENT CODE RELATED TO LANDSCAPING IN THE I-35 CORRIDOR OVERLAY ZONING DISTRICT ON PROPERTY LOCATED AT 5141 NORTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the applicant, located at 5141 North General Bruce Drive has requested an appeal to the following Overlay standards related to a proposed distribution center;

**Whereas**, applicant has been working closely with Staff to develop a compromise that would meet the needs of the distribution center, while also meeting the intent of the I-35 Corridor Overlay to beautify the corridor;

**Whereas**, at its August 17, 2015 meeting, the Planning and Zoning Commission recommended unanimous approval - Staff recommends approval of the appeal and the site plan shown on Exhibit 'A' (Landscape/Site Plan) showing landscaping for a proposed distribution center located at 5141 N. 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 the following standards of Section 6.7 of the Unified Development Code related to landscaping in the I-35 Corridor Overlay Zoning District for a proposed distribution center located at 5141 North General Bruce Drive:

- Sec. 6.7.5.E.8.f: 2 to 4 foot berms need to cover a minimum of 50 percent of front landscape buffer area (no berms proposed);
- Sec. 6.7.8.C: 10 percent of site must be landscaped and irrigated (7 percent proposed);
- Sec. 6.7.5.E.8.a: number of 3-inch trees in front landscape buffer (61 required; 57 proposed);
- Sec. 6.7.5.E.9.a: parking lot screening (none proposed).

**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 **3<sup>rd</sup>** day of **September**, 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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09/03/15  
Item #12  
Regular Agenda  
Page 1 of 1

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

Jonathan Graham, City Manager  
Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution approving certain amendments to the Bylaws of the Temple Economic Development Corporation.

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

**ITEM SUMMARY:** The Board of Directors for the Temple Economic Development Corporation has approved certain amendments to the Bylaws of the Corporation. A copy of the proposed amendments are attached to this Narrative, and summarized below. Article VI, Section 6.2(b) of the Bylaws provides that the Bylaws may be amended by the Board with “approval of the Sponsoring Entity.” The Sponsoring Entity is the City.

The Board of Directors approved the following amendments to Section 2.8 with regards to attendance:

- A Director, exclusive of City Council members, shall automatically forfeit their position on the Board for unexcused absences in excess of 50% of all scheduled meetings during a twelve month period or for missing three or more consecutive meetings.
- The TEDC Executive Committee shall be responsible for determinations of any excused or unexcused absence of any non-Temple City Council member.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

[Copy of Proposed Amendments to the Bylaws Resolution](#)

**AMENDED AND RESTATED BYLAWS OF**  
**TEMPLE ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_, 2015

**ARTICLE I**

**POWERS AND PURPOSES**

- Section 1.1. Nonprofit Corporation.** Temple Economic Development Corporation (the “Corporation”) shall be a nonprofit corporation, and no part of its earnings remaining after payment of its expenses or other obligations shall ever inure to the benefit of any individual, private association or corporation.
- Section 1.2. Effect of Articles.** The affairs of the Corporation shall be conducted at all times in a manner subject to and in compliance with the Articles of Incorporation (the “Articles”).
- Section 1.3. Rights of Sponsoring Entity.** The Sponsoring Entity named in the Articles (the “Sponsoring Entity”) may review the financial affairs, programs and activities of the Corporation at any time and from time to time, and the Sponsoring Entity shall have all other rights reserved to it in the Articles.
- Section 1.4. Books and Records.** The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its board of directors (the “Board of Directors”) and any committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any Director or his agent or attorney for any proper purpose at any reasonable time; and at all times the Sponsoring Entity and its representatives shall have access to the books and records of the Corporation. All funding received by the Corporation from the Sponsoring Entity shall be accounted for separately.
- Section 1.5. Annual Audit.** The Board of Directors will cause an audit of the books and accounts of the Corporation to be made annually by a certified public accountant and will furnish a copy of the annual audit report to the Sponsoring Entity within three months following the end of its fiscal year. The Corporation shall furnish to the Sponsoring Entity not less than quarter-annually, statements of its financial condition including Statements of Income and Expenses and a Balance Sheet.



## ARTICLE II

### BOARD OF DIRECTORS

#### Section 2.1 Powers, Number, and Term of Office.

- (a) The property and affairs of the Corporation shall be managed and controlled by the Board of Directors, and, subject to the restrictions imposed by contract law, the Articles, and these Bylaws, the Board of Directors shall exercise all of the powers of the Corporation.
- (b) The Board of Directors shall consist of fifteen (15) voting directors appointed by the Sponsoring Entity acting through its City Council. The City Council shall appoint two (2) voting directors from the membership of Board of Directors of the Temple Chamber of Commerce, one (1) director from the Board of Directors or the advisory board of the Temple Health and Bioscience Economic Development District (the “Bioscience District”), one (1) director (in addition to the Chairman) of the City of Temple Tax Increment Financing Reinvestment Zone Number One (the “Zone”), seven (7) persons from the general public (such eleven directors being sometimes called the “Public Directors”), and the remaining four voting directors shall be as follows:
  - 1. The City Manager of the City of Temple;
  - 2. Two council members of the City Council of the City of Temple (one of whom may be the Mayor);
  - 3. The Chairman of the Zone.

In addition, the Immediate Past Chairman of the Corporation’s Board (if such person’s term on the Corporation’s Board has expired), shall be an ex officio (non-voting) member of the Board of Directors with the right to have notice of, to attend, and to speak at meetings of the Board of Directors and Executive Committee of the Corporation. The Board of Directors in its discretion may invite other guests to attend meetings of the Board from time to time.

- (c) Public Directors shall be appointed by the City of Temple in October of each year or as soon thereafter as practical. Each Public Director shall serve until October of the third year following appointment or until his or her successor is appointed, whichever is later. Directors whose terms are to expire may be reappointed to the Board of Directors.

- (d) Any Public Director may be removed from office at any time by the majority vote of the other Directors. The City of Temple, acting through its City Council, will fill any vacancies created on the Board of Directors; however, if the Director being replaced was named by the City Council from the membership of the Board of Directors of the Temple Chamber of Commerce the Zone, or the Bioscience District, such Director's replacement shall likewise be appointed from the membership of the applicable Board of Directors of the Temple Chamber of Commerce, the Zone, or the Bioscience District.
- (e) In June of each year and at such other times as needed, the respective Boards of Directors of the Temple Chamber of Commerce, the Bioscience District, or the Zone may make recommendations to the Mayor of the City of Temple as to whom the City Council should appoint to fill the vacancy or vacancies of Directors originally appointed from the membership of such Boards. The City Council may appoint whomever it chooses so long as such person is then serving on the applicable Board of Directors of the Temple Chamber of Commerce, the Bioscience District, or the Zone. Once appointed, a Public Director shall serve his or her entire term on the Corporation's board even though such person's term on the Board of Directors of the Temple Chamber of Commerce, the Zone, or the Bioscience District shall expire or be terminated. For those directors serving from the Temple Chamber of Commerce's Board, no more than two such directors' terms shall expire in any one year. All Public Directors shall serve three year terms. The two City Councilmembers shall serve until changed by the City Council. All other Directors shall serve for so long as they hold the office that entitled them to a position on the Board of Directors.

**Section 2.2. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly without necessity of notice of such times and places as shall be designated, from time to time, by resolution of the Board of Directors.

**Section 2.3. Special Meetings.**

- (a) Special Meetings of the Board of Directors shall be held whenever called by the Chairman, the President, the Secretary, or any three of the Directors. The person or person authorized to call special meetings of the Board may fix any place, within or without the State of Texas, as the place for holding any special meetings of the Board called by them.

- (b) The Corporation shall give notice to each Director of each special meeting in person, or by mail, telephone, or telegraph, at least two days before the meeting. However, such notice to the Directors is not required for any special meeting at which all Directors then in office are present.
- (c) Any matter that may be considered and acted upon at a regular meeting of the Board of Directors may be considered an acted upon at a special meeting unless otherwise indicated at the notice of the special meeting.

**Section 2.4. Quorum.** A majority of the number of voting Directors constituting the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the voting Directors is present at such meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of a majority of the voting Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of the greater number is required by law or by these Bylaws.

**Section 2.5. Conduct of Business.**

- (a) At the meetings of the Board of Directors, the business to be transacted shall be considered in such order as from time to time the Board of Directors may determine.
- (b) At all meetings of the Board of Directors, the Chairman shall preside; in the absence of the Chairman, the Vice Chairman shall preside; and in the absence of the Chairman and the Vice Chairman, the Vice Presidents in order of their election shall preside.
- (c) The Secretary shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer, may appoint any person to act as secretary of the meeting.

**Section 2.6. Compensation of Directors.** Directors as such shall not receive any salary or other compensation for their services as Directors, except that they may be reimbursed for their actual expenses incurred in performing such services, and they may be compensated in reasonable amounts for other services or products provided to the Corporation.

**Section 2.7. Conflict of Interest.** No Director shall ever be pecuniarily interested, directly or indirectly, in any transaction involving the Corporation, unless such Director discloses such interest to the Board of Directors of the Corporation, and such Director does not vote on the decision, or involve himself or herself in the

discussion, as to whether the Corporation will enter into such transaction. The Corporation's Board of Directors shall be the sole and final judge of whether a conflict of interest exists with respect to a Director. A Director with a conflict of interest shall be counted for the purpose of determining whether a quorum exists at any meeting. The transaction shall be approved by the affirmative vote of a majority of the disinterested Directors.

**Section 2.8. Attendance.** Directors, exclusive of members of the Temple City Council, shall automatically forfeit their position on the Board for failing to attend at least 50% of all scheduled meetings during a twelve month period or for missing three or more consecutive meetings. If a member of the Temple City Council violates the above attendance requirements, the City Council shall take such action as the City Council deems appropriate. The Secretary of the Corporation shall notify the City Secretary if any director violates these attendance requirements, and the City Secretary shall send appropriate notice.

**Section 2.9 Confidentiality.** All directors shall execute and deliver to the Corporation a confidentiality agreement in a form prescribed by the Board of Directors from time to time.

### **ARTICLE III**

#### **OFFICERS**

**Section 3.1. Officers.** The officers of the Corporation shall be a Chairman of the Board (the "Chairman"), Vice Chairman, a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. All offices except the President shall be members of the Board of Directors.

**Section 3.2. Election and Term of Office.** The officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors held in October of each year, or the meeting following appointment of new Directors, whichever is later. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. The Chairman, Vice Chairman, Treasurer and Secretary of the Corporation shall each hold such office for

a term of two (2) years, or until his or her successor shall have been duly elected and shall have qualified. All other officers of the Corporation shall hold such office for a term of one (1) year, or until his or her successor shall have been duly elected and shall have qualified.

**Section 3.3. Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

**Section 3.4. Vacancies.** A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 3.5. Chairman.** The Chairman shall preside at all meetings of the Board of Directors and he or she shall have such other duties as are assigned to the Chairman from time to time by the Board of Directors.

**Section 3.6. Vice Chairman.** The Vice Chairman shall exercise the powers and perform the duties of the Chairman in the Chairman's absence or inability or refusal to act. The Vice Chairman shall perform such other duties as may be assigned by the Chairman or the Board of Directors.

**Section 3.7. President.** The President shall be the chief executive officer of the Corporation, and subject to the control of the Board of Directors. The President shall be in general charge of the properties and affairs of the Corporation. The President may sign and execute contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments in the name of the Corporation; provided, however, any disbursement or obligation involving \$750.00 or more shall require the signature of the President or another designated employee of the Corporation and the co-signature of another officer of the Corporation unless the Directors resolve otherwise. Furthermore, any contracts or agreements between the Corporation and any third party vendors in excess of \$25,000.00 shall require the prior written consent and authorization of the Board.

**Section 3.8. Vice Presidents.** The Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election or such order as the Board of Directors may determine) shall exercise the powers and perform the duties of the President during the President's absence or inability or refusal to act. The Vice President shall perform such other duties as may be assigned by the Chairman or the Board of Directors.



**Section 3.9. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose and shall attend to the giving and serving of all notices for or on behalf of the Corporation. In furtherance of the purposes of the Corporation, the Secretary may sign with the President in the name of the Corporation and/or attest the signature of the President on contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the Corporation's corporate books and records and such other property of the Corporation as the Board of Directors may direct. The Secretary shall perform all duties incident to the office of Secretary, subject to the control of the Board of Directors.

**Section 3.10. Treasurer.** If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine. The Treasurer shall be the custodian of all the funds and securities of the Corporation that come into the Treasurer's hands. When necessary or proper, the Treasurer or other employee of the Corporation designated by the Board may endorse, on behalf of the Corporation, for collection or payment, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such depository or depositories as have been designated in the manner prescribed by the Board of Directors. The Treasurer may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such other officer or employee of the Corporation as is designated by the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall render a statement of the Corporation's cash account, and the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept of that purpose full and accurate amounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.

**Section 3.11. Assistant Secretaries and Assistant Treasurers.** The Assistant Secretaries and Assistant Treasurers in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairman. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

## **ARTICLE IV**

### **COMMITTEES**

**Section 4.1. Committee of Directors.** The Board of Directors may designate and appoint one or more committees to perform such duties and functions and to exercise such authority as may be delegated to it by the Board of Directors, provided however, that the

designation and appointment of any such committee or the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it, him or her by law or by the Articles of Incorporation or Bylaws of the Corporation.

**Section 4.2. Term of Office.** Each member of a committee shall continue as such until the next election of officers of the Corporation and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**Section 4.3. Chairman.** One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

**Section 4.4. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 4.5. Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act or a majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

**Section 4.6. Rules.** Each Committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

**Section 4.7. Executive Committee.** The Corporation shall have an Executive Committee composed of six (6) members, as follows:

1. The Chairman, Vice Chairman, and Treasurer of the Corporation;
2. The Mayor or the City Manager of the City of Temple, and
3. The Chairman of the Zone.
4. The immediate past Chairman of the Corporation, who shall be an ex officio member.

The Executive Committee shall meet at least monthly at a date and time determined by the members of the Executive Committee or at such other times as may be determined by the Chairman of the Corporation or any two members of the Executive Committee. The Executive Committee shall have the power to act for and on behalf of the Corporation in the same manner as may the Board of Directors.

## **ARTICLE V**

## **CONTRACTS, CHECKS, DEPOSITS, AND FUNDS**

- Section 5.1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.
- Section 5.2. Checks and Drafts.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation as herein provide or in such manner as shall from time to time be determined by resolution of the Board of Directors.
- Section 5.3. Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.
- Section 5.4. Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

## **ARTICLE VI**

### **PROVISIONS REGARDING ARTICLES OF INCORPORATION AND BYLAWS**

- Section 6.1. When Bylaws Take Effect.** These Bylaws shall become effective upon the approval of these Bylaws by the Sponsoring Entity and the adoption of these Bylaws by the Board of Directors.
- Section 6.2. Amendments to Articles and Bylaws.**
- (a) The Articles may be amended as prescribed therein.
  - (b) These Bylaws may be amended at any time and from time to time by the Board of Directors, with approval of the Sponsoring Entity.

## **ARTICLE VII**

### **INDEMNIFICATION**

**Section 7.1.** Each person who serves as Director or officers of the Corporation shall be indemnified by the Corporation against liabilities imposed upon him or her and expenses reasonably incurred by him or her in connection with any claim made against him or her on any action, suit, or proceeding to which he or she may be a party by reason of his or her being, or having been, such Director or officer, including such sums as independent counsel selected by the Board of Directors shall deem reasonable payment made in further including payments in settlement to avoid expenses of litigation; provided, however, that no Director or officer shall be indemnified with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for willful negligence or misconduct in the performance of duty or with respect to any matters which performance of duty or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Board of Directors shall not deem reasonable payment for avoiding expenses of litigation, or with respect to matters for which such indemnification shall be in addition to any other rights to which Directors or officers may be entitled. The Board of Directors may, at the expense of the Corporation, obtain directors' and officers' liability insurance policies.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

**Section 8.1. Principal Office.** The principal office of the Corporation shall be located in the City of Temple, Bell County, Texas. The Corporation may have such other offices, within or without the State of Texas, as the Board of Directors may determine or the affairs of the Corporation may require from time to time.

**Section 8.2. Fiscal Year.** The fiscal year of the Corporation shall be as determined by the Board of Directors.

**Section 8.3. Seal.** The seal of the Corporation shall be the same as that used by the City of Temple.

**Section 8.4. Resignations.** Any Director or officer may resign at any time. Such resignation shall be made in writing directed to the Board of Directors. A resignation shall take effect at the time specified therein, or, if no time is so specified, at the time of its receipt by the President. The acceptance of the resignation is not necessary to make it effective, unless expressly so provided in the resignation.

**Section 8.5. Action Without a Meeting of Directors or Committee.** Any action that may be taken at a meeting of the Board of Directors or any committee may be taken without

a meeting if consent in writing, setting forth the action to be taken, is signed by all of the directors then in office, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Secretary



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING CERTAIN AMENDMENTS TO THE BYLAWS OF THE TEMPLE ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Board of Directors for the Temple Economic Development Corporation (TEDC) has approved certain amendments to the Bylaws of the Corporation;

**Whereas**, Article VI, Section 6.2(b) of the Bylaws of the Temple Economic Development Corporation provides that the Bylaws may be amended by the Board with “approval of the Sponsoring Entity,” which is the City of Temple;

**Whereas**, the Board of Directors approves the following amendments to Section 2.8 with regards to attendance:

- a Director, exclusive of City Council members, shall automatically forfeit their position on the Board for unexcused absences in excess of 50% of all scheduled meetings during a twelve month period or for missing three or more consecutive meetings;
- the TEDC Executive Committee shall be responsible for determinations of any excused or unexcused absence of any non-Temple City Council member; 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 approves the following amendments to Section 2.8 of the Bylaws of the Temple Economic Development Corporation with regards to attendance:

- a Director, exclusive of City Council members, shall automatically forfeit their position on the Board for unexcused absences in excess of 50% of all scheduled meetings during a twelve month period or for missing three or more consecutive meetings;
- the TEDC Executive Committee shall be responsible for determinations of any excused or unexcused absence of any non-Temple City Council member.

**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 3<sup>rd</sup> day of **September**, 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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09/03/15  
Item #13(A-H)  
Regular Agenda  
Page 1 of 1

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

Daniel A. Dunn, Mayor

**ITEM DESCRIPTION:** Consider adopting a resolution appointing members to the following City boards and commissions:

- (A) Airport Advisory Board – two members to fill expiring terms through September 1, 2018
- (B) Animal Services Advisory Board – three members to fill an expiring terms through September 1, 2018; one member to fill an expiring term through September 1, 2017; one municipal official as a standing appointment; and appoint Chair for the period of September 1, 2015 through August 31, 2016
- (C) Civil Service Commission - one member to fill expiring term through September 1, 2018; and one member to fill an unexpired term through September 1, 2016
- (D) Library Board – three members to fill expiring terms through September 1, 2018;
- (E) Planning & Zoning Commission – three members to fill expiring terms through September 1, 2018
- (F) Reinvestment Zone No. 1 Board of Directors – nine members to fill expiring terms through September 1, 2017; and one member to fill an unexpired term through September 1, 2016
- (G) Temple Economic Development Corporation – four members to fill expiring terms through September 1, 2018; and two members to fill unexpired terms through September 1, 2017
- (H) Temple Public Safety Advisory Board – three members to fill expiring terms through September 1, 2018

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

**ITEM SUMMARY:** The City Council adopted a resolution in June, 2003, establishing policies governing the appointment and training of citizens to City boards. In accordance with that resolution, appointments to the above stated boards are to be made by the council, with an effective date of September 1<sup>st</sup>.

Please see the attached summary listing which has been updated to include all applications received for board appointments.

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

[Board Application Summary\(To Be Provided\)](#)