



**MEETING OF THE
TEMPLE CITY COUNCIL
MUNICIPAL BUILDING
2 NORTH MAIN STREET
3rd FLOOR – CONFERENCE ROOM
THURSDAY, SEPTEMBER 7, 2017
4:00 P.M.
AGENDA**

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, September 7, 2017.
2. Discuss the Strategic Investment Zone incentive program.
3. Receive an update on the City of Temple and Temple Police Association meet and confer process.
4. Discuss various Board Appointments.

5:00 P.M.

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

**TEMPLE CITY COUNCIL
REGULAR MEETING AGENDA**

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

II. PUBLIC COMMENTS

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

III. PROCLAMATIONS

3. Constitution Week September 17-23, 2017

IV. 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.

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

Minutes

- (A) [August 3, 2017 Special and Regular Meeting](#)
- (B) [August 11, 2017 Special Meeting](#)
- (C) [August 17, 2017 Special and Regular Meeting](#)
- (D) [August 23, 2017 Special Meeting](#)
- (E) [August 24, 2017 Special Meeting](#)
- (F) [August 25, 2017 Special Meeting](#)

Contracts, Leases, & Bids

- (G) [2017-8764-R](#): Consider adopting a resolution authorizing the purchase of an easement necessary for the construction of the Little Elm Wastewater project and authorizing closing costs associated with the purchase, in an estimated amount of \$6,500.

- (H) [2017-8765-R](#): Consider adopting a resolution authorizing the purchase of a right of way necessary for the construction of the Kegley Road/West Adams Avenue Intersection and authorizing closing costs associated with the purchase, in an estimated amount of \$500,000.
- (I) [2017-8766-R](#): Consider adopting a resolution authorizing the purchase of 23 public safety radios, in the amount of \$66,574.13 from Dailey-Wells Communications, Inc. of San Antonio and Motorola Solutions, Inc. of Round Rock.
- (J) [2017-8767-R](#): Consider adopting a resolution authorizing a purchase agreement for liquid copper sulfate at \$3.64 per gallon for FY2018 with Chemtrade Chemicals US LLC of Parsippany, NJ, in the estimated annual amount of \$182,000.
- (K) [2017-8768-R](#): Consider adopting a resolution authorizing a purchase agreement for liquid chlorine at \$649 per ton for FY2018 with Brenntag Southwest, Inc. of Longview, in the estimated annual amount of \$123,310.
- (L) [2017-8769-R](#): Consider adopting a resolution authorizing a purchase agreement for liquid ammonium sulfate at \$0.0869 per pound for FY2018 with Brenntag Southwest, Inc. of Longview, in the estimated annual amount of \$43,016.
- (M) [2017-8770-R](#): Consider adopting a resolution authorizing an annual purchase agreement for citric acid for FY2018 from Chemtrade Chemicals US LLC of Parsippany, NJ, in the estimated annual amount of \$34,100.
- (N) [2017-8771-R](#): Consider adopting a resolution authorizing an annual purchase agreement for liquid caustic soda at \$0.1423 per wet pound for FY2018 with Brenntag Southwest, Inc. of Longview, in the estimated annual amount of \$85,380.
- (O) [2017-8772-R](#): Consider adopting a resolution authorizing change order #1 to the construction contract with Patin Construction, LLC of Taylor, in the amount of \$227,000 for the Crossroads Phase I project.
- (P) [2017-8773-R](#): Consider adopting a resolution authorizing a contract with Garrett Demolition, Inc. of Burleson, in the amount of \$82,540 for the asbestos abatement and demolition of five properties in the Santa Fe Plaza area.
- (Q) [2017-8774-R](#): Consider adopting a resolution authorizing deductive change order #2 to the contract with Choice Builders, LLC of Temple, in the amount of \$56,671.20 for construction activities required to build the North 31st Street Sidewalk Improvements.
- (R) [2017-8775-R](#): Consider adopting a resolution authorizing deductive change order #2 to a contract with B-Corp Utilities, Inc., of Gatesville, in the amount of \$67,633.76 for construction of the 2015 Water and Wastewater Improvements.
- (S) [2017-8776-R](#): Consider adopting a resolution authorizing contract amendment #2 to a professional services agreement with Kasberg, Patrick & Associates, LP, for a lump sum price of \$500,910 for construction administration and on-site representation required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion.

- (T) [2017-8777-R](#): Consider adopting a resolution authorizing a services agreement for hauling and disposal of membrane waste at a rate of \$0.0794 per gallon for FY 2018 with Magna Flow Environmental of Humble, in the estimated annual amount of \$29,600.
- (U) [2017-8778-R](#): Consider adopting a resolution authorizing an agreement with MRB Group, PC, of Temple, in an amount not to exceed \$93,043.50 for technical inspection services required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion.
- (V) [2017-8779-R](#): Consider adopting a resolution authorizing an amendment and one-year renewal to the professional services agreement for delinquent account collection services with McCreary, Veselka, Bragg & Allen of Round Rock.
- (W) [2017-8780-R](#): Consider adopting a resolution authorizing Professional Services Agreements to provide police escort services for the University of Texas at Austin, University of Texas – San Antonio, University of Oklahoma, University of West Virginia, and Iowa State University football teams from Temple to McLane Stadium, Baylor University in Waco, Texas.
- (X) [2017-8781-R](#): Consider adopting a resolution authorizing Amendment No. Three 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.
- (Y) [2017-8782-R](#): Consider adopting a resolution amending Resolution Number 2017-8752-R which authorized a Developer Participation Agreement with KAM Homebuilders, Inc. to amend the name of the contracting entity from KAM Homebuilders, Inc. to Kiella Development, Inc.
- (Z) [2017-8783-R](#): Consider adopting a resolution amending Resolution Number 2017-8725-R which authorized a Chapter 380 Development Agreement with Highline Real Estate Group to amend the name of the contracting entity from Highline Real Estate Group to Highline Temple 39, Ltd.
- (AA) [2017-8784-R](#): Consider adopting a resolution authorizing the extension of a Chapter 380 Development Agreement with Central Texas Castles, Ltd. for improvements to property located at 19 South Main Street within the Downtown Strategic Investment Zone corridor.
- (BB) [2017-8785-R](#): Consider adopting a resolution authorizing an Economic Development Agreement with Chad Baccus Real Estate II, LLC, which will include the sale of City owned property located at 302 South 4th Street, Temple, Texas.
- (CC) [2017-8786-R](#): Consider adopting a resolution ratifying the renewal of Memoranda of Understanding with the Texas Department of Public Safety and the U.S. Department of Transportation for participation in the Motor Carrier Safety Assistance Program and Vehicle Weight Enforcement Standards.
- (DD) [2017-8787-R](#): Consider adopting a resolution authorizing a Strategic Partner funding agreement with Temple Cemetery Company (Hillcrest Cemetery) in an amount not to exceed \$50,000 for operation support.

- (EE) [2017-8788-R](#): Consider adopting a resolution authorizing a Strategic Partner funding agreement with Keep Temple Beautiful, in an amount not to exceed \$55,000 for operation support.
- (FF) [2017-8789-R](#): Consider adopting a resolution authorizing a Tourism & Arts Grant agreement with the Cultural Activities Center, in an amount not to exceed \$54,000 for operational support.
- (GG) [2017-8790-R](#): Consider adopting a resolution authorizing a Strategic Partner funding agreement with Hill Country Transit District, in an amount not to exceed \$140,611 for HOP fixed route and paratransit public transportation programs.
- (HH) [2017-8791-R](#): Consider adopting a resolution authorizing the following agreements with Hill Country Community Action Association, Inc., for the Meals on Wheels program:
1. A Strategic Partner funding agreement in an amount not to exceed \$25,000;
 2. A Community Enhancement Grant agreement in an amount not to exceed \$2,500; and
 3. A Public Service Agency Grant agreement in an amount not to exceed \$20,000.
- (II) Consider adopting a resolutions authorizing FY2018 services agreements for the mowing and maintenance of various parks, trails, roadways, and planters in the estimated annual amount of \$259,825 with the following vendors:
1. [2017-8792-R](#): Heart of Texas Landscape & Irrigation Co. Inc. of Belton, \$162,590; and
 2. [2017-8793-R](#): Green Ackors Landscaping, LLC of China Spring, \$97,235.
- (JJ) Consider adopting resolutions authorizing FY 2018 contract renewals for the following:
1. [2017-8794-R](#): Liquid Polyaluminum Chloride – GEO Specialty Chemicals, Inc., in the in the estimated annual amount of \$330,000
 2. [2017-8795-R](#): Water Meter Reading Services – Alexander's Contract Services, Inc., in the in the estimated annual amount of \$270,000
 3. [2017-8796-R](#): Hauling and Disposal of Sludge – S&M Vacuum and Waste, Ltd., in the estimated annual amount of \$210,000
 4. [2017-8797-R](#): Statement Printing and Mailing for Utility Bills – DataProse, LLC, in the estimated annual amount of \$188,870
 5. [2017-8798-R](#): Concrete Repair and Construction – Wilson Construction Services, LLC, in the estimated annual amount of \$150,000
 6. [2017-8799-R](#): Aggregate Base – Heartland Quarries, LLC, in the estimated annual amount of \$120,000
 7. [2017-8800-R](#): Books, Audios and Videos – various vendors, in the estimated annual amount of \$105,000
 8. [2017-8801-R](#): Rock (Various Forms) and Top Soil – various vendors, in the estimated annual amount of \$104,000
 9. [2017-8802-R](#): Electric Motor and Pump Repair Services – Evans Enterprises, Inc., in the estimated annual amount of \$100,000
 10. [2017-8803-R](#): HVAC Repair Services – Temple Heat & Air, LLC, in the estimated annual amount of \$100,000

11. [2017-8804-R](#): Traffic Signal Equipment and Supplies – various vendors, in the estimated annual amount of \$100,000
12. [2017-8805-R](#): Construction Material Testing – Langerman Foster Engineering Company, LLC, in the estimated annual amount of \$70,000
13. [2017-8806-R](#): Low-Voltage Electrical Service – Bluebonnet Electrical Services, Inc., in the estimated annual amount of \$70,000
14. [2017-8807-R](#): Hot Mix Asphalt – Oldcastle Materials Texas, Inc., in the estimated annual amount of \$65,000
15. [2017-8808-R](#): Plumbing Repair Services – C.A.P.'s Mechanical, in the estimated annual amount of \$60,000
16. [2017-8809-R](#): Oil and Lubricants – Brazos Valley Lubricants, in the estimated annual amount of \$55,000
17. [2017-8810-R](#): Asbestos Inspection and Consulting Services – Austin Environmental, Inc., in the estimated annual amount of \$50,000
18. [2017-8811-R](#): Summit Janitorial Services – Jani-King of Austin, in the estimated annual amount of \$47,548
19. [2017-8812-R](#): Retread and Repair of Vehicle Tires – The Goodyear Tire & Rubber Company, in the estimated annual amount of \$45,000
20. [2017-8813-R](#): Dri Fit T-Shirts Design and Printing – Sports World, in the estimated annual amount of \$40,000
21. [2017-8814-R](#): Industrial Electrical Services – T. Morales Company Electric & Controls, Ltd., in the estimated annual amount of \$40,000
22. [2017-8815-R](#): Protective Footwear – Cochran, Blair & Potts, in the estimated annual amount of \$40,000
23. [2017-8816-R](#): T-Shirts Design and Printing – Holloway's Sports Center, in the estimated annual amount of \$40,000
24. [2017-8817-R](#): Printing and Mailing of Brochures for the Recreation Department – Liberty Press, in the estimated annual amount of \$35,460
25. [2017-8818-R](#): Building Materials – Lengefeld Lumber Company, in the estimated annual amount of \$35,000
26. [2017-8819-R](#): Elevator Repair and Maintenance – Schindler Elevator Corporation, in the estimated annual amount of \$30,000
27. [2017-8820-R](#): Medium Duty Truck Brakes – Russell & Smith Ford, Inc., in the estimated annual amount of \$30,000
28. [2017-8821-R](#): Automotive and Equipment Filters – Napa Auto Parts, in the estimated annual amount of \$25,000
29. [2017-8822-R](#): Automotive Batteries – Continental Battery Co., in the estimated annual amount of \$25,000
30. [2017-8823-R](#): Hot Crack Sealant – Crafcro, Inc., in the estimated annual amount of \$25,000
31. [2017-8824-R](#): Irrigation Supplies – Ewing Irrigation Products, in the estimated annual amount of \$25,000
32. [2017-8825-R](#): Electrical Supplies – Dealers Electrical Supply, in the estimated annual amount of \$25,000
33. [2017-8826-R](#): Lighting Supplies – Dealers Electrical Supply, in the estimated annual amount of \$25,000
34. [2017-8827-R](#): Telemetry/SCADA Services – T. Morales Company Electric & Controls, Ltd., in the estimated annual amount of \$25,000

Misc.

- (KK) [2017-8828-R](#): A-FY-17-12: Consider adopting a resolution authorizing a partial abandonment of a 10 foot wide drainage easement encompassing approximately 17.94 square feet, located on Lot 6, Block 1, The Meadows at Creekside Phase II, Temple, Bell County, Texas, addressed as 2704 Fossil Creek Drive.
- (LL) [2017-8829-R](#): Consider adopting a resolution authorizing payment of the annual invoice from Brazos River Authority in the amount of \$44,302.08 which covers operation and maintenance costs associated with the City's portion of raw water storage in Lake Belton.
- (MM) [2017-8830-R](#): Consider adopting a resolution authorizing payment of the annual invoice from Brazos River Authority in the amount of \$185,000 which covers the availability of 2,500 acre-feet of water per year to the City for FY 2018.
- (NN) [2017-8831-R](#): Consider adopting a resolution funding the rates for medical and prescription insurance for employees and under-age 65 retirees, as well as Dental, Basic Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Insurance.
- (OO) [2017-8832-R](#): Consider adopting a resolution authorizing proceeding with the issuance of City of Temple, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017 and further directing the Publication of Notice of intention to issue Certificates of Obligation in an amount not to exceed \$36,500,000* and other matters related to the issuance.
- (PP) [2017-8833-R](#): Consider adopting a resolution setting a schedule of civil fines for parking violations under Code of Ordinances, Chapter 37, "Traffic."
- (QQ) [2017-8834-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2016-2017.

V. REGULAR AGENDA

RESOLUTIONS

- 5. [2017-8835-R](#): Consider adopting a resolution authorizing a contract, for the lump sum price of \$13,110,000, and a deductive change order, in the amount of \$987,582, between the City of Temple, City of Belton, and Archer Western Construction, LLC, of Irving, for the construction of Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion Project.
- 6. [2017-8836-R](#): P-FY-17-39: Consider adopting a resolution on the final plat of TMED South Development, a 27.876 +/- acres, 3-lots, 2-blocks, non-residential subdivision, situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, located at South 5th Street and Loop 363.

ORDINANCES – FIRST READING/PUBLIC HEARING

- 7. [2017-4862](#): FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the educational pay incentive for officers in the Police Department.

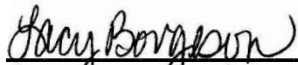
8. [2017-4863](#): FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the Code of Ordinances by adopting a new Article VII, “Liquid Waste,” to Chapter 38, “Water, Sewers and Sewage Disposal.”
9. [2017-4864](#): FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the Code of Ordinances, Chapter 2, “Administration,” Article II, “Code of Ethics” and repealing Ordinance Number 2016-4796.
10. [2017-4865](#): FIRST READING – PUBLIC HEARING - Z-FY-17-38: Consider adopting an ordinance authorizing a rezoning request from the Agricultural zoning district to the Planned Development-Two Family zoning district on Lots 38, 39 & 40, Block 19, Hildell Estates, located at 8502, 8506 & 8510 Adams Lane, Temple, Texas.
11. [2017-4866](#): FIRST READING – PUBLIC HEARING - Z-FY-17-40: Consider adopting an ordinance authorizing a Conditional Use Permit allowing a crematorium within a proposed 5,417 square foot mortuary building on Lot 1, Block 1, Central Texas Mortuary Addition, subdivision located at 2104 South 30th Street.

BOARD APPOINTMENTS

12. [2017-8837-R](#): 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, 2020
 - (B) Animal Services Advisory Board – one member to fill an expiring term through September 1, 2020; one member to fill an unexpired term through September 1, 2108; and appoint Chair for the period of September 1, 2017 through August 31, 2018
 - (C) Civil Service Commission - one member to fill an expiring term through September 1, 2020;
 - (D) Library Board – three members to fill expiring terms through September 1, 2020;
 - (E) Planning & Zoning Commission – three members to fill expiring terms through September 1, 2020
 - (F) Reinvestment Zone No. 1 Board of Directors – nine members to fill expiring terms through September 1, 2019
 - (G) Temple Public Safety Advisory Board – three members to fill expiring terms through September 1, 2020; and one member to fill an unexpired term through September 1, 2019
 - (H) Zoning Board of Adjustment – one member to fill an unexpired term through March 1, 2018.
13. [2017-8838-R](#): Consider adopting a resolution appointing one member to the Temple Economic Development Corporation Board of Directors.

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

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 12:11 pm, on Friday, September 1, 2017.



City Secretary, TRMC

SPECIAL ACCOMMODATIONS: *Persons with disabilities who have special communication or accommodation needs and desire to attend this meeting should notify the City Secretary's Office by mail or telephone 48 hours prior to the meeting date.*

I certify that this Notice of Meeting Agenda was removed by me from the outside bulletin board in front of the City Municipal Building on _____ day of _____ 2017.

Title_____



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(A-F)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

- (A) August 3, 2017 Special and Regular Meeting
- (B) August 11, 2017 Special Meeting
- (C) August 17, 2017 Special and Regular Meeting
- (D) August 23, 2017 Special Meeting
- (E) August 24, 2017 Special Meeting
- (F) August 25, 2017 Special Meeting

STAFF RECOMMENDATION: Approve minutes as presented in item description.

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

FISCAL IMPACT: N/A

ATTACHMENTS:

[August 3, 2017 Special and Regular Meeting](#)
[August 11, 2017 Special Meeting](#)
[August 17, 2017 Special and Regular Meeting](#)
[August 23, 2017 Special Meeting](#)
[August 24, 2017 Special Meeting](#)
[August 25, 2017 Special Meeting - Adoption of Budget](#)



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(G)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of an easement necessary for the construction of the Little Elm Wastewater project and authorizing closing costs associated with the purchase, in an estimated amount of \$6,500.

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

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Little Elm Wastewater project will service future development in the northern Industrial Park area along the future Research Parkway. This extension of gravity sewer will allow the abandonment of two lift stations.

The City is currently in the design phase for the project and the design requires the acquisition of twelve easements. The City has acquired nine easements. Staff, with the assistance of Lone Star Right of Way Services (Lone Star), has made offers to all property owners and continues to negotiate with the remaining property owners.

With the assistance of Lone Star Right of Way Services (Lone Star), the City has reached an agreement with one of the property owners. At this time, Staff is asking for authorization to purchase an easement necessary for the Little Elm Wastewater Project and authorizing closing costs associated with the purchase, in an estimated amount of \$6,500.

The address and Bell County Appraisal District ID Number of the property is 5410 Pegasus Drive, Temple—Bell CAD ID #458631.

FISCAL IMPACT: Funding is available for the purchase of an easement at 5410 Pegasus Drive necessary for the construction of the Little Elm Wastewater project in an estimated amount of \$6,500 in account 795-9800-531-6863, project 101000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8764-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF AN EASEMENT NECESSARY FOR THE CONSTRUCTION OF THE LITTLE ELM WASTEWATER PROJECT AND AUTHORIZING CLOSING COSTS ASSOCIATED WITH THE PURCHASE, IN AN ESTIMATED AMOUNT OF \$6,500; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Little Elm Wastewater project will service future development in the northern Industrial Park area along the future Research Parkway and will allow the abandonment of two lift stations;

Whereas, the City is currently in the design phase for the project and the design requires the acquisition of twelve easements – nine of these easements have been acquired and Staff, with the assistance of Lone Star Right of Way Services (Lone Star), has made offers to all property owners and continues to negotiate with the remaining property owners;

Whereas, with the assistance of Lone Star, the City has reached an agreement with one of the property owners and Staff recommends Council authorize the purchase of one easement necessary for the Little Elm Wastewater Project and authorize closing costs associated with this purchase, in an estimated amount of \$6,500;

Whereas, the address associated with this property is 5410 Pegasus Drive, Temple (Bell CAD ID #458631);

Whereas, funding is available for this easement purchase in Account No. 795-9800-531-6863, Project No. 101000; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the purchase of one easement necessary for the construction of the Little Elm Wastewater project and authorizes closing costs associated with the purchase, in an estimated amount of \$6,500.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for the purchase of this easement.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(H)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of a right of way necessary for the construction of the Kegley Road/West Adams Avenue Intersection and authorizing closing costs associated with the purchase, in an estimated amount of \$500,000.

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

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City is currently in the bid phase for the proposed upgrades to the Kegley Road/West Adams Avenue Intersection. The design encompasses right of way and temporary construction easements from two properties, owned by one individual.

An appraisal was conducted on the properties. After a long negotiation process, the City and the property owner have reached an agreement. However, to meet the construction schedule, the City and the Owner agreed to enter into a Possession and Use Agreement so that utility relocation could begin while the parties worked towards a purchase agreement for the right of way and temporary construction easements. As consideration for the Possession and Use Agreement, the City paid the property owner \$100,000 and this amount has been credited towards the final acquisition price for the needed right of way and temporary construction easements. The Possession and Use Agreement was ratified by Council at its March 16, 2017 meeting.

At this time, Staff is asking for authorization to purchase right of way necessary for the construction of the Kegley Road/West Adams Avenue Intersection and authorizing closing costs associated with the purchase, in an estimated amount of \$500,000.

FISCAL IMPACT: Funding for the purchase of the right of way necessary for the construction of the Kegley Road/West Adams Avenue Intersection Project is available in accounts 351-3400-531-6110 and 365-3400-531-6888, project #100346, in an estimated amount of \$500,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8765-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF THE RIGHT OF WAY NECESSARY FOR THE CONSTRUCTION OF THE KEGLEY ROAD/WEST ADAMS AVENUE INTERSECTION; AUTHORIZING CLOSING COSTS ASSOCIATED WITH THE PURCHASE, IN AN ESTIMATED AMOUNT OF \$500,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City is currently in the bid phase for the proposed upgrades to the Kegley Road/West Adams Avenue Intersection - the design encompasses right of way and temporary construction easements from two properties, owned by one individual;

Whereas, an appraisal was conducted on the properties and after a long negotiation process, the City and the property owner have reached an agreement;

Whereas, to meet the construction schedule, the City and the Owner agreed to enter into a Possession and Use Agreement so that utility relocation could begin while the parties worked toward a purchase agreement for the right of way and temporary construction easements;

Whereas, as consideration for the Possession and Use Agreement, the City paid the property owner \$100,000 and this amount has been credited towards the final acquisition price for the needed right of way and temporary construction easements - the Possession and Use Agreement was ratified by Council at its March 16, 2017 meeting;

Whereas, Staff recommends Council authorize the purchase of the right of way necessary for the construction of the Kegley Road/West Adams Avenue Intersection and authorize closing costs associated with the purchase, in an estimated amount of \$500,000;

Whereas, the right of way to be purchased is designated by the Bell County Appraisal District as ID Number 123851 (5205 West Adams Avenue) and ID Number 150752;

Whereas, funding for the purchase of the right of way is available in Account Nos. 351-3400-531-6110 and 365-3400-531-6888, Project No. 100346; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the purchase of right of way necessary for the construction of the Kegley Road/West Adams Avenue Intersection and authorizes closing costs associated with the purchase, in an estimated amount of \$500,000.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for the purchase of this easement.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(I)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Floyd Mitchell, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of 23 public safety radios, in the amount of \$66,574.13 from Dailey-Wells Communications, Inc. of San Antonio and Motorola Solutions, Inc. of Round Rock.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization of this purchase will allow for the purchase of the following 23 radios for the Police Department:

Dailey-Wells Communications, Inc:	
7 Harris vehicle radios, Model XG-75M/M7300	\$23,131.97
10 Harris portable radios, Model XG-75PE	<u>25,880.10</u>
Total	\$49,012.07
Motorola Solutions, Inc:	
6 Motorola portable radios, Model APX 4000	\$17,562.06

Of the 23 radios, 17 are deemed replacement devices for worn out radios, and six are representative of the six new officer positions added to the department during FY 2017.

These purchases are being recommended utilizing a Houston-Galveston Area Council (HGAC) Cooperative contract #RA05-15. All contracts available through the HGAC Cooperative have been awarded by virtue of a public competitive procurement process compliant with state statutes.

FISCAL IMPACT: Funding for the radios are included in the FY 2017 Budget as shown below:

	Mobile (Vehicle) Radios - Harris XG-75M			Portable (handheld) Radios Harris XG-75PE		Total
	110-2011-521-6213	110-2020-521-6213	110-5900-521-6213	110-5900-521-6224		
	Project 101539 / 101540 / 101542	Project 101541	Project 101544	Project 101545		
Project Budget	\$ 75,000	\$ 50,600	\$ 94,612	\$ 32,638	\$ 252,850	
Encumbered/Committed to Date	(61,809)	(46,647)	(84,698)	-	(193,154)	
Daily Wells Communications, Inc.	(9,914)	(3,304)	(9,914)	(25,880)	(49,012)	
Remaining Project Funds	\$ 3,277	\$ 649	\$ -	\$ 6,758	\$ 10,684	

	Portable (handheld) Radios Motorola APX 4000			Total
	110-2031-521-6224	110-5900-521-6224		
	Project 101546	Project 101526		
Project Budget	\$ 18,960	\$ 8,000	\$ 26,960	
Motorola Solutions, Inc.	(11,708)	(5,854)	(17,562)	
Remaining Project Funds	\$7,252	\$2,146	\$9,398	

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2017-8766-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF PUBLIC SAFETY RADIOS IN THE AMOUNT OF \$66,574.13, FROM DAILEY-WELLS COMMUNICATIONS, INC. OF SAN ANTONIO, TEXAS AND MOTOROLA SOLUTIONS, INC. OF ROUND ROCK, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Police Department is purchasing twenty-three public safety radios - seven Harris vehicle radios Model XG-75M/M7300, ten Harris portable radios Model XG-75PE, and six Motorola portable radios Model APX 4000;

Whereas, of the twenty-three radios, seventeen are deemed replacement devices for worn out radios, and six are representative of the six new officer positions added to the department during fiscal year 2017;

Whereas, these purchases are being recommended utilizing a Houston-Galveston Area Council (HGAC) Cooperative contract number RA05-15 - all contracts available through the HGAC Cooperative have been awarded by virtue of a public competitive procurement process compliant with state statutes;

Whereas, funding for the radios are included in the fiscal year 2017 budget in Account Nos. 110-2011-521-6213, 110-2020-521-6213, 110-5900-521-6213, 1100-5900-521-6224, 110-2031-521-6224, and 110-5900-521-6224; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the purchase of twenty-three public safety radios in the amount of \$66,574, from Dailey-Wells Communications, Inc. of San Antonio, Texas and Motorola Solutions, Inc. of Round Rock, Texas.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents necessary to complete this purchase.

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 **7th** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(J)
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 purchase agreement for liquid copper sulfate at \$3.64 per gallon for FY2018 with Chemtrade Chemicals US LLC of Parsippany, NJ, in the estimated annual amount of \$182,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this purchase agreement will allow for the purchase of liquid copper sulfate for the City's Conventional Water Treatment Plant during FY2018. Use of the chemical has proven successful in destroying organic material in the City's raw water source (Leon River) which is believed to be a contributing cause for disinfection by-product levels above the maximum measurable amount per U.S. EPA rules.

As shown on the attached bid tabulation, on August 8, 2017, the City received six bids for liquid copper sulfate. Chemtrade Chemicals US LLC was the low bidder at a price of \$3.64 per gallon. The City has done business with Chemtrade Chemicals US LLC in the past and finds them to be a responsive and responsible vendor.

The proposed purchase agreement is for a one-year period commencing on October 1, 2017, and is renewable for four additional one-year periods, if agreed to by the City and Chemtrade Chemicals US LLC.

FISCAL IMPACT: Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year. Funding for Water Treatment Plant chemicals, to include liquid copper sulfate, is included in the adopted FY2018 Budget in account 520-5100-535-2118, Chemicals/Compressed Gas, in the amount of \$920,700.

ATTACHMENTS:

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

Tabulation of Bids Received
on Tuesday, August 8, 2017 at 2:30 p.m.
Liquid Copper Sulfate
Bid # 51-07-18

		Bidders					
		Chemtrade Chemicals US LLC Parsippany, NJ (800)441-2659		Univar USA Inc. Kent, WA (253)872-5000		GEO Specialty Chemicals, Inc. Little Rock, AR (501)888-1211	
Description	Est'd Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Liquid Copper Sulfate	50,000	\$3.64	\$182,000.00	No Bid	No Bid	\$4.32	\$216,000.00
Comply to delivery (48 Hours)		Yes		No Bid		Yes	
Exceptions		None		No Bid		None	
Credit Check Authorization		Yes		No Bid		Yes	

		Bidders					
		Chemrite, Inc. Buford, GA (770)271-5576		Brenntag Southwest, Inc. Longview, TX (512)278-1600		Chameleon Industries Inc. Mesquite, TX (972)880-1493	
Description	Est'd Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Liquid Copper Sulfate	50,000	\$4.108	\$205,400.00	\$4.0372	\$201,860.00	\$13.50	\$675,000.00
Comply to delivery (48 Hours)		Yes		Yes		Yes	
Exceptions		None		None		Yes (EarthTec product in lieu of Liquid Copper Sulfate)	
Credit Check Authorization		Yes		Yes		Yes	

Recommended for Council Award

FY2017 cost per gallon = \$4.152

RESOLUTION NO. 2017-8767-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH CHEMTRADE CHEMICALS US, LLC OF PARSIPPANY, NEW JERSEY IN THE ESTIMATED ANNUAL AMOUNT OF \$182,000, FOR THE PURCHASE OF LIQUID COPPER SULFATE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, liquid copper sulfate has proven successful in destroying organic material in the City's raw water source (Leon River) which is believed to be a contributing cause for disinfection by-product levels above the maximum measurable amount per the United States Environmental Protection Agency;

Whereas, on August 8, 2017, the City received six bids for liquid copper sulfate with Chemtrade Chemicals US, LLC providing the low bid at a rate of \$3.64 per gallon - the City has done business with Chemtrade Chemicals US, LLC in the past and finds it to be a responsive and responsible vendor;

Whereas, this agreement is for a one-year period commencing October 1, 2017 through September 30, 2018, and is renewable for four additional one-year periods, if agreed to by both parties;

Whereas, Water Treatment Plant chemicals are purchased on an as needed basis throughout the fiscal year - funding for Water Treatment Plant chemicals, to include liquid copper sulfate, is included in the adopted fiscal year 2018 budget in Account No. 520-5100-535-2118; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a purchase agreement with Chemtrade Chemicals US LLC, of Parsippany, New Jersey, in the estimated annual amount of \$182,000, for liquid copper sulfate for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(K)
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 purchase agreement for liquid chlorine at \$649 per ton for FY2018 with Brenntag Southwest, Inc. of Longview, in the estimated annual amount of \$123,310.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this purchase agreement will allow for the purchase of liquid chlorine for the City's Conventional Water Treatment Plant during FY2018. The liquid chlorine is used in the treatment of potable water.

As shown on the attached bid tabulation, on August 10, 2017, the City received three bids for liquid chlorine. Brenntag Southwest Inc. was the low bidder at a rate of \$649 per ton. The City has done business with Brenntag Southwest, Inc. in the past and finds them to be a responsive and responsible vendor.

The proposed agreement is for a one-year period commencing on October 1, 2017, and is renewable for four additional one-year periods, if agreed to by the City and Brenntag Southwest, Inc.

FISCAL IMPACT: Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year. Funding for Water Treatment Plant chemicals, to include liquid chlorine, is included in the adopted FY2018 Budget in account 520-5100-535-2118, Chemicals/Compressed Gases, in the amount of \$920,700.

ATTACHMENTS:

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

Tabulation of Bids Received
on August 10, 2017 at 3:30 p.m.
Liquid Chlorine
Bid# 51-06-18

		Bidders					
		Univar USA Inc. Kent, WA (253)872-5000		Brenntag Southwest, Inc. Longview, TX (512)278-1600		DPC Industries Ins. Cleburne, TX (817)641-4712	
Description	Est'd Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Liquid Chlorine per ton	190	No Bid	No Bid	\$649.00	\$123,310.00	\$750.00	\$142,500.00
Comply to delivery (48 hours)		No Bid		Yes		Yes	
Exceptions		No Bid		None		None	
Credit Check Authorization		No Bid		Yes		Yes	

Recommended for Council Award

FY2017 Cost per ton = \$589

RESOLUTION NO. 2017-8768-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH BRENNTAG SOUTHWEST, INC OF LONGVIEW, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$123,310, FOR LIQUID CHLORINE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, liquid chlorine is used in the treatment of potable water at the City's Conventional Water Treatment Plants;

Whereas, on August 10, 2017, the City received three bids for liquid chlorine with Brenntag Southwest, Inc. providing the low bid at a cost of \$649 per ton - the City has done business with Brenntag Southwest, Inc. for many years, and Staff finds it to be a responsive and responsible vendor;

Whereas, the agreement is for a one-year period commencing on October 1, 2017 and is renewable for four additional one-year periods, if agreed to by both parties;

Whereas, Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year - funding for Water Treatment Plant chemicals, to include liquid caustic soda, is included in the adopted fiscal year 2018 budget in Account No. 520-5100-535-2118; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a purchase agreement with Brenntag Southwest, Inc., of Longview, Texas in the estimated annual amount of \$123,310, for liquid chlorine for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(L)
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 purchase agreement for liquid ammonium sulfate at \$0.0869 per pound for FY2018 with Brenntag Southwest, Inc. of Longview, in the estimated annual amount of \$43,016.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this purchase agreement allows for the purchase of liquid ammonium sulfate for our City's Conventional Water Treatment Plant during FY2018. The liquid ammonium sulfate is used on a consistent basis in the treatment of potable water.

As shown on the attached bid tabulation, on August 8, 2017, the City received four bids for liquid ammonium sulfate. Brenntag Southwest, Inc. was the low bidder at a cost of \$0.0869 per pound. The City has done business with Brenntag Southwest Inc. in the past and finds them a responsive and responsible vendor.

The proposed agreement is for a one-year period commencing on October 1, 2017 and is renewable for four additional one-year periods, if agreed to by the City and Brenntag Southwest, Inc.

FISCAL IMPACT: Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year. Funding for Water Treatment Plant chemicals, to include liquid ammonium sulfate, is included in the adopted FY2018 Budget in account 520-5100-535-2118, Chemicals/Compressed Gases, in the amount of \$920,700.

ATTACHMENTS:

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

Tabulation of Bids Received
on August 8, 2017 at 3:30 p.m.
Liquid Ammonium Sulfate
Bid # 51-04-18

		Bidders							
		Chemtrade Chemicals US LLC Parsippany, NJ (800)441-2659		Univar USA Inc. Kent, WA (253)872-5000		Brenntag Southwest, Inc. Longview, TX (512)278-1600		Chameleon Industries Inc. Mesquite, TX (972)880-1493	
Description	Est'd QTY								
Total Bid Price for Liquid Ammonium Sulfate per Pound	495,000	\$0.087	\$43,065.00	No Bid	No Bid	\$0.0869	\$43,015.50	\$0.0895	\$44,302.50
Comply to Delivery?		Yes		No Bid		Yes		Yes	
Exceptions		None		No Bid		None		None	
Credit Check Authorization		Yes		No Bid		Yes		Yes	
Acknowledge Addendum (1)		Yes		No Bid		Yes		Yes	

Recommended for Council Award

FY2017 Cost per Pound = \$0.08555

RESOLUTION NO. 2017-8769-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH BRENNTAG SOUTHWEST, INC OF LONGVIEW, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$43,016, FOR LIQUID AMMONIUM SULFATE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, liquid ammonium sulfate will be used on a consistent basis for the treatment of potable water at the City's Conventional Water Treatment Plant during fiscal year 2018;

Whereas, on August 8, 2017, the City received four bids for liquid ammonium sulfate with Brenntag Southwest, Inc. submitting the low bid at a cost of \$0.0869 per pound - the City has done business with Brenntag Southwest, Inc. for many years, and Staff finds them to be a responsive and responsible vendor;

Whereas, this agreement will be effective for one-year commencing October 1, 2017 – the agreement is renewable for four additional one-year periods, if agreed to by both parties;

Whereas, Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year - funding for Water Treatment Plant chemicals, to include liquid ammonium sulfate, is included in the adopted fiscal year 2018 budget in Account No. 520-5100-535-2118; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a purchase agreement with Brenntag Southwest, Inc., of Longview, Texas, in the estimated annual amount of \$43,016, for liquid ammonium sulfate for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(M)
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 an annual purchase agreement for citric acid for FY2018 from Chemtrade Chemicals US LLC of Parsippany, NJ, in the estimated annual amount of \$34,100.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this purchase agreement will allow for the purchase of citric acid that will be used for cleaning modules at the City's Membrane Water Treatment Plant during FY2018. The citric acid is stored in a bulk storage tank.

As shown on the attached bid tabulation, on August 11, 2017, the City received three bids for citric acid for bulk storage tank. Chemtrade Chemicals US LLC was the low bidder at a rate of \$5.38 per gallon. The City has done business with Chemtrade Chemicals US LLC in the past and finds them a responsive and responsible vendor.

The proposed agreement is for a one-year period commencing on October 1, 2017, and is renewable for four additional one-year periods, if agreed to by the City and Chemtrade Chemicals US LLC.

FISCAL IMPACT: Water Treatment Plant chemicals are purchased on an as needed basis throughout the fiscal year. Funding for Water Treatment Plant chemicals, to include citric acid, is included in the adopted FY2018 Budget in account 520-5100-535-2118, Chemicals/Compressed Gases, in the amount of \$920,700.

ATTACHMENTS:

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

Tabulation of Bids Received
on August 11, 2017 at 2:00 p.m.
Citric Acid for Bulk Storage Tank
Bid# 51-03-18

	BIDDERS		
	Chemtrade Chemicals US LLC Parsipanny, NJ (800)441-2659	Univar USA Inc. Kent, WA (253)872-5000	Brenntag Southwest, Inc. Longview, TX (512)278-1600
Description	Unit Price	Unit Price	Unit Price
Citric Acid per gallon	\$5.38	No Bid	\$5.3954
Comply to delivery?	Yes	No Bid	Yes
Exceptions?	None	No Bid	None
Credit Check Authorization	Yes	No Bid	Yes

Recommended for Council Award

FY2017 Cost per Gallon = \$5.725

RESOLUTION NO. 2017-8770-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH CHEMTRADE CHEMICALS US LLC OF PARSIPPANY, NEW JERSEY IN THE ESTIMATED ANNUAL AMOUNT OF \$34,100, FOR THE PURCHASE OF CITRIC ACID FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, citric acid is used for cleaning modules at the City's Membrane Water Treatment Plant and stored in a bulk storage tank;

Whereas, on August 11, 2017, the City received three bids for citric acid for the bulk storage tank with Chemtrade Chemicals US LLC providing the low bid at a rate of \$5.38 per gallon - the City has done business with Chemtrade Chemicals US LLC in the past and finds it to be a responsive and responsible vendor;

Whereas, this agreement is for a one-year period commencing October 1, 2017 through September 30, 2018, and is renewable for four additional one-year periods, if agreed to by both parties;

Whereas, Water Treatment Plant chemicals are purchased on an as needed basis throughout the fiscal year - funding for Water Treatment Plant chemicals, to include citric acid, is included in the adopted fiscal year 2018 budget in Account No. 520-5100-535-2118; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a purchase agreement with Chemtrade Chemicals US LLC, of Parsippany, New Jersey in the estimated annual amount of \$34,100, for citric acid for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(N)
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 an annual purchase agreement for liquid caustic soda at \$0.1423 per wet pound for FY2018 with Brenntag Southwest, Inc. of Longview, in the estimated annual amount of \$85,380.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this purchase agreement allows for the purchase of liquid caustic soda for our City's Membrane and Conventional Water Treatment Plants during FY2018. Liquid caustic soda is used in the treatment of potable water and is also used in the cleaning of modules at the Membrane Plant.

As shown on the attached bid tabulation, on August 8, 2017, the City received four bids for the purchase of liquid caustic soda. The low bidder was Brenntag Southwest Inc. at a cost of \$0.1423 per wet pound. The City has done business with Brenntag Southwest Inc. in the past and finds them a responsive and responsible vendor.

The proposed agreement is for a one-year period commencing on October 1, 2017, and is renewable for four additional one-year periods, if agreed to by the City and Brenntag Southwest Inc.

FISCAL IMPACT: Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year. Funding for Water Treatment Plant chemicals, to include liquid caustic soda, is included in the adopted FY2018 Budget in account 520-5100-535-2118, Chemicals/Compressed Gases, in the amount of \$920,700.

ATTACHMENTS:

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

Tabulation of Bids Received
on August 8, 2017 at 3:00 p.m.
Liquid Caustic Soda
Bid #51-05-18

		Bidders							
		Univar USA, Inc. Kent, WA (253)872-5023		Petra Chemical Company Dallas, TX (214)352-1900		Brenntag Southwest Inc. Longview, TX (512)278-1600		DPC Industries, Inc. Cleburne, TX (817)641-4712	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Membrane or Diaphragm Grade Liquid Caustic Soda /Wet Pound	600,000	\$0.1481	\$88,860.00	\$0.14822	\$88,932.00	\$0.1423	\$85,380.00	\$0.1491	\$89,460.00
Comply to Delivery?		Yes		Yes		Yes		Yes	
Exceptions		None		None		None		None	
Credit Check Authorization		Yes		Yes		Yes		No	

Recommended for Council Award

FY2017 Cost per Wet Pound = \$0.1073

RESOLUTION NO. 2017-8771-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH BRENNTAG SOUTHWEST, INC OF LONGVIEW, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$85,380, FOR LIQUID CAUSTIC SODA FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, liquid caustic soda is used in the treatment of potable water and in cleaning of modules at the City's Membrane and Conventional Water Treatment Plants;

Whereas, on August 8, 2017, the City received four bids for liquid caustic soda with Brenntag Southwest, Inc. providing the low bid at a cost of \$0.1423 per wet pound - the City has done business with Brenntag Southwest, Inc. for many years, and Staff finds them to be a responsive and responsible vendor;

Whereas, this agreement will be for a one-year period commencing on October 1, 2017 through September 30, 2018, and is renewable for four additional one-year periods, if agreed to by both parties;

Whereas, Water Treatment Plant chemicals are purchased on an as-needed basis throughout the fiscal year - funding for Water Treatment Plant chemicals, to include liquid caustic soda, is included in the adopted fiscal year 2018 budget in Account No. 520-5100-535-2118; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a purchase agreement with Brenntag Southwest, Inc., of Longview, Texas, in the estimated annual amount of \$85,380, for liquid caustic soda for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(O)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Parks & Recreation Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing change order #1 to the construction contract with Patin Construction, LLC, of Taylor, in the amount of \$227,000 for the Crossroads Phase I project.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this item will allow for the adjustment of existing quantities of unclassified excavation and fill to reflect the actual final units installed on the project, additional conduit needs, expansion of scope of work at the tennis facility, and replacement of concrete riprap that was damaged during the construction phase by storm water.

On November 17, 2016, Council authorized a construction contract with Patin Construction, LLC in the amount of \$5,249,899.50 for the overall grading of the site, a regional detention pond and utility lines that will service the future concession stands and maintenance building. As shown on the attached change order and supporting letter from Kasberg, Patrick & Associates, LP, change order #1 in the amount of \$227,000 includes the following project enhancements:

1) Unclassified excavation and fill at tennis facility	\$101,100
2) Unclassified excavation and fill at detention pond	80,500
3) Additional electrical conduit at concession/restroom buildings	40,900
4) Concrete riprap to correct damage from a major storm event	4,500

The proposed change order also changes the completion date of the project from June 29, 2017 to September 17, 2017.

FISCAL IMPACT: Funding for change order #1 with Patin Construction, LLC in the amount of \$227,000 is funded with the Parks GO Bonds that were approved by voters on May 9, 2015, and sold on September 24, 2015. In addition, funding for the detention pond is provided through Temple Reinvestment Zone funds, and funding for the concrete riprap is provided by Utility fund as follows:

Account	Project No.	Description	Amount Available
362-3500-552-6402	101311	Project Budget	\$11,900,000
		Encumbered/Committed to Date	(3,745,980)
		Patin Construction Change Order #1	(142,000)
		GO Bond Remaining Project Funds	\$ 8,012,020
795-9800-531-6867	101005	Project Budget	\$2,500,000
		Encumbered/Committed to Date	(1,750,000)
		Patin Construction Change Order #1	-
		TRZ Remaining Project Funds	\$750,000
795-9500-531-6867	101005	Project Budget	\$3,425,000
		Encumbered/Committed to Date	(983,542)
		Patin Construction Change Order #1	(80,500)
		TRZ Remaining Project Funds	\$2,360,958
561-5400-535-6971	101480	Project Budget	\$871,912
		Encumbered/Committed to Date	(737,371)
		Patin Construction Change Order #1	(4,500)
		Utilities Remaining Project Funds	\$130,041
		Total Patin Construction Change Order #1	\$227,000

The remaining project funds will be used for construction of Phase II of the project.

ATTACHMENTS:

Letter of Recommendation from Kasberg, Patrick & Associates, LP
Change Order #1
Resolution



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

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

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

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

August 14, 2017

Mr. Kevin Beavers, CPRP
City of Temple
2 North Main Street, Suite 201
Temple, Texas 76501

Re: City of Temple, Texas
Crossroads Park Phase I
Change Order #1

Dear Mr. Beavers:

Attached is Change Order #1 for the Crossroads Park Phase I Project. This change order is developed for adjustment of existing quantities to reflect actual final units installed on the project, additional conduit requested by the City, expansion of scope of work at the Tennis Facility and replacement of concrete riprap that was damaged during the construction phase by storm water. All items are existing bid items for the project. Included within the change order is an additional 80 calendar days. In our opinion, this is a reasonable request. Listed below are individual descriptions of the items included in the change order.

ADD ITEMS:

- Item A-31 (TRZ funding portion) – Unclassified Excavation – This item is adjusted to actual quantities in the detention pond after completion of this bid item. The price submitted matched the price bid.
- Item A-32 (TRZ funding portion) – Unclassified Fill – This item is adjusted to actual quantities in the detention pond after completion of this bid item. The price submitted matched the price bid.
- Item B-4 (Crossroads Bond funding portion) – Implement & Follow Trench Safety Plan – This item is adjusted for additional conduit to the concession stand / restroom buildings as requested by the City. The price submitted matched the price bid
- Item B-48 (Crossroads Bond funding portion) – Unclassified Excavation – This item is adjusted for additional excavation for the expanded scope of work at the Tennis Facility as requested by the City. The price submitted matched the price bid.

Mr. Kevin Beavers, CPRP

August 14, 2017

Page 2

- Item B-49 (Crossroads Bond funding portion) – Unclassified Fill – This item is adjusted for additional fill for the expanded scope of work at the Tennis Facility as requested by the City. The price submitted matched the price bid.
- Item B-57 (Crossroads Bond funding portion) – 2 – 2” Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections – This item is adjusted for additional conduit to the concession stand / restroom buildings as requested by the City. The price submitted matched the price bid.
- Item C-23 (Utilities funding portion) – Concrete Riprap – This item is adjusted for damage done to the existing concrete riprap adjacent to Research Parkway that was damaged during construction in a major storm event. The price submitted matched the price bid.

We have reviewed Change Order #1 and recommend it be processed and executed with respect to the Patin Construction LLC construction contract for the above referenced project. The funding mechanism for this change order should be \$80,500 from the TRZ funding portion, \$142,000 from the Crossroads Bond funding portion and \$4,500 from the Utilities funding portion.

Sincerely,



R. David Patrick, P.E., CFM

RDP/rdp

xc: Mr. Jimmy Patin, Patin Construction, LLC
KPA Project File: 2015-121-40 Phase I

CHANGE ORDER

PROJECT: **CROSSROADS PARK PHASE I - GRADING & UTILITIES**

OWNER: **City of Temple**

CONTRACTOR: **Patin Construction LLC**

ENGINEER: **Kasberg, Patrick & Associates**

CHANGE ORDER #: **1**

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

Add: Site Work Adjustments					
Item	Description	Quantity	Unit	Unit Price	Extended Amount
A-31	Unclassified Excavation	11,500	CY	\$ 5.00	\$ 57,500.00
A-32	Unclassified Fill	11,500	CY	\$ 2.00	\$ 23,000.00
B-4	Implement & Follow Trench Safety Plan (Pipe)	2,500	LF	\$ 1.00	\$ 2,500.00
B-48	Unclassified Excavation	16,850	CY	\$ 4.00	\$ 67,400.00
B-49	Unclassified Fill	16,850	CY	\$ 2.00	\$ 33,700.00
B-57	2 - 2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	3,200	LF	\$ 12.00	\$ 38,400.00
C-23	Concrete Riprap	90	SY	\$ 50.00	\$ 4,500.00
Add Total					\$ 227,000.00

Change Order Total \$ 227,000.00

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

Original Contract Amount	\$ 5,249,899.50
Previous Net Change in Contract Amount	\$ -
Net Change in Contract Amount	\$ 227,000.00
Revised Contract Amount	\$ 5,476,899.50
Original Contract Time	180 days
Previous Net Change in Contract Time	0 days
Net Change in Contract Time	80 days
Revised Contract Time	260 days
Original Final Completion Date	June 29, 2017
Revised Final Completion Date	September 17, 2017

Recommended By:

Project Manager (City Staff)

Date

Agreed to:

Contractor

Date

Approved as to form:

City Attorney's Office

Date

Recommended by:

Engineer

Date

Approved by City of Temple:

Jonathan Graham, City Manager

Date

Approved by Finance Department

Finance

Date

RESOLUTION NO. 2017-8772-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH PATIN CONSTRUCTION, LLC, OF TAYLOR, TEXAS IN THE AMOUNT OF \$227,000, FOR THE CROSSROADS PHASE I PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on November 17, 2016, Council authorized a construction contract with Patin Construction, LLC for Phase 1 development of Crossroads Park which included the overall grading, a regional detention pond and utility lines that will service the future concession stands and maintenance building;

Whereas, this change order authorizes the adjustment of existing quantities of unclassified excavation and fill to reflect the actual final units installed on the project, additional conduit needs, expansion of scope of work at the tennis facility, and replacement of concrete riprap that was damaged during the construction phase by storm water;

Whereas, funding for this change order with Patin Construction, LLC is funded with the Parks GO Bonds that were approved by voters on May 9, 2015, and sold on September 24, 2015;

Whereas, in addition, funding for the detention pond is provided through Temple Reinvestment Zone funds, and funding for the concrete riprap is provided by Utility fund as follows:

- Account No. 365-3500-552-6402, Project No. 101311;
- Account No. 795-9800-531-6867, Project No. 101005;
- Account No. 795-9500-531-6867, Project No. 101005; and
- Account No. 561-5400-535-6971, Project No. 101480;

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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute Change Order No. 1 in the amount of \$227,000, with Patin Construction, LLC of Taylor, Texas for the Crossroads Phase 1 project.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(P)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a contract with Garrett Demolition, Inc. of Burleson, in the amount of \$82,540 for the asbestos abatement and demolition of five properties in the Santa Fe Plaza area.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: As part of the Santa Fe Plaza project there are several structures that need to be demolished to make room for the new developments. The first phase of demolitions in this area was completed by R.T. Schneider Construction Co., Ltd. earlier in FY 2017. Award of this contract will provide for the demolition of following five properties in the targeted project area (see attached Map and Photos of properties):

- 1) 417 West Central Avenue, includes asbestos abatement of flooring/mastic;
- 2) 405 West Central Avenue, includes asbestos abatement of flooring/mastic;
- 3) 10A, 10B, 12, and 14 South 7th Street, includes asbestos abatement of flooring/mastic, window glazing, drywall texture, and vapor barrier;
- 4) 11 South 9th Street; and
- 5) 515 West Central Avenue.

As shown on the attached bid tabulation, on August 17, 2017, eight bids were received for the demolitions and associated asbestos abatements ranging from \$82,540 to \$183,464. The Invitation to Bid specified that the demolition contract would be awarded to the contractor with the lowest responsive bid for the total compiled cost of all properties.

The lowest responsive bid was from Garrett Demolition, Inc. of Burleson. Garrett Demolition has not previously performed work for the City. Accordingly, references were checked and staff received feedback that Garrett has a good reputation for being a responsible and responsive contractor.

It is anticipated that the demolition and asbestos abatement work will be completed by October 27, 2017.

FISCAL IMPACT: Funding in the amount of \$82,540 for the five demolitions with associated asbestos abatement is available in the Reinvestment Zone No. 1 Financing Plan, account 795-9500-531-6870, project 101008.

ATTACHMENTS:

[Map, Photos & Specifications](#)
[Bid Tabulation](#)
[Resolution](#)

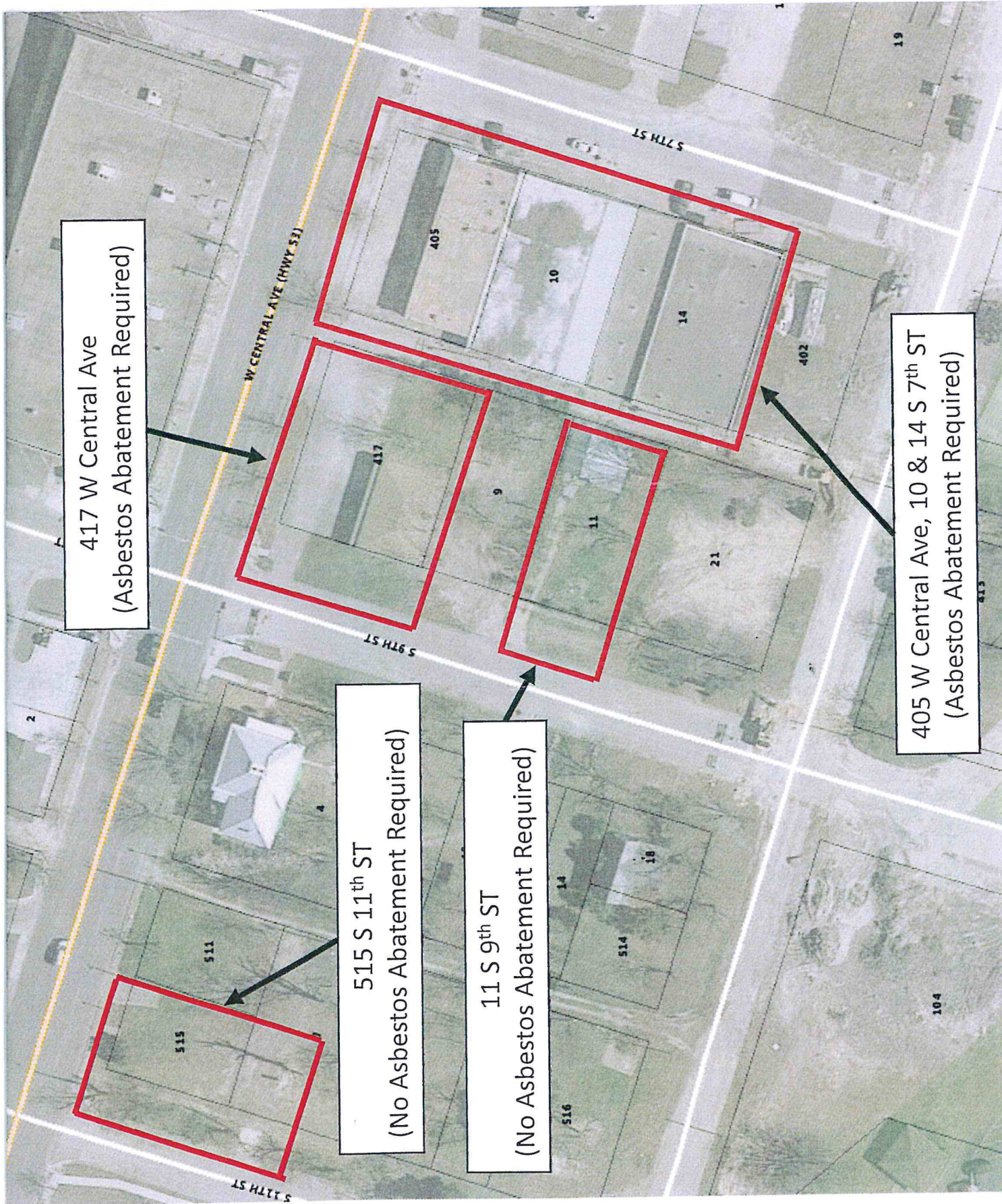
417 W Central Ave
(Asbestos Abatement Required)

W CENTRAL AVE (HWY 53)

405 W Central Ave, 10 & 14 S 7th ST
(Asbestos Abatement Required)

515 S 11th ST
(No Asbestos Abatement Required)

11 S 9th ST
(No Asbestos Abatement Required)





417 W Central Ave

Demolish and dispose of the structure, concrete, asphalt, and debris to the street or curb. Saw cuts may be needed. Abate the asbestos from the structure prior to the demolition according to the project design prepared by Austin Environmental. The structure contains an estimated 610 SqFt of floor tile and black mastic. (multiple layers)



405 W Central Ave., 10A, 10B, 12, & 14 S 7th ST

Demolish and dispose of all structures, concrete, asphalt, and debris to the street or curb. Saw cuts may be needed. Abate asbestos from the structures prior to the demolition according to the project design prepared by Austin Environmental. The structures contain an estimated 850 SqFt brown vinyl sheet flooring, 348 SqFt 12" X 12" floor tile and black mastic, 250 SqFt 9" X 9" floor tile & mastic, 1430 SqFt black vapor barrier, 512 SqFt drywall texture/insulation, and 17 windows with window glazing.



11 S 9th ST

Demolish and dispose of the structure, concrete, and debris. The structure does not contain asbestos.



515 W Central Ave

Demolish and dispose of the two dead trees, concrete drive approach, concrete steps, sidewalk, and other concrete and debris on the property.

**Tabulation of Bids Received
on August 17, 2017 at 2:00 p.m.
Asbestos Abatement & Demolition of Five Properties in the Santa Fe Plaza Area - Phase 2
Bid # 95-05-17**

Description	Bidders							
	Intercon Environmental, Inc. Mansfield, TX	AAR, Inc. Liberty Hill, TX	Garrett Demolition, Inc. Burleson, TX	Maynard Construction Services Briggs, TX	Lloyd D. Nabors Demolition LLC Hutchins, TX	Yoko Excavating, LLC Belton, TX	Building Abatement Demolition Co. Inc. Liberty Hill, TX	Louie Minor Construction LLC Belton, TX
1. Demolition of 417 W. Central Avenue – structure, concrete, asphalt, and debris to the street or curb	\$17,097.00	\$10,000.00	\$7,100.00	\$12,683.00	\$12,800.00	\$7,000.00	\$16,000.00	\$13,751.42
1A. Unit Price for Abatement of flooring/mastic per SF	\$2.81	\$200.00	\$2.75	\$2.00	\$3.10	\$6.23	\$3.20	\$2.48
1A. Asbestos Abatement of 417 W. Central Avenue – approximately 1,652 sf of floor tile/mastic (2 allotted day)	\$4,634.00	\$3,890.00	\$5,885.00	\$4,000.00	\$5,121.00	\$3,800.00	\$5,300.00	\$13,751.42
2. Demolition of 405 W. Central Avenue – structure, concrete, asphalt, and debris to the street or curb.	\$19,626.00	\$14,900.00	\$11,050.00	\$18,584.00	\$14,000.00	\$45,678.00	\$20,000.00	\$13,751.42
2A. Unit Price for Abatement of flooring/mastic per SF	\$5.31	\$4.00	\$2.75	\$4.00	\$3.10	\$5.85	\$3.05	\$2.48
2A. Asbestos Abatement of 405 W. Central Avenue – approximately 850 sf of vinyl flooring with black mastic (2 allotted day)	\$4,514.00	\$3,690.00	\$5,475.00	\$3,800.00	\$2,629.00	\$4,972.50	\$2,600.00	\$13,751.42
3. Demolition of 10A, 10B, 12, and 14 S. 7th Street – structure, concrete, asphalt, and debris to the street or curb. Includes removal and disposal of approximately 760 sf of parapet wall using asbestos-containing requirements under the federal asbestos NESHAP standards.	\$97,790.00	\$42,000.00	\$29,600.00	\$30,685.00	\$66,850.00	\$45,678.00	\$70,900.00	\$13,751.42
3A. Unit Price for Abatement of floor tile and mastic per SF	\$3.72	\$2.25	\$2.75	\$2.25	\$2.50	\$3.75	\$4.00	\$2.00
3A. Unit Price for Abatement cost per window	\$714.00	\$150.00	\$150.00	\$150.00	\$62.00	\$65.00	\$100.00	\$50.00
3A. Unit Price for Abatement of drywall texture per SF	\$4.59	\$2.00	\$3.00	\$2.00	\$2.50	\$3.69	\$4.70	\$2.00
3A. Unit Price for Abatement of vapor barrier per SF	\$7.20	\$5.50	\$11.00	\$5.50	\$5.72	\$125.00	\$5.00	\$4.57
3A. Asbestos Abatement of 10A, 10B, 12, and 14 S. 7th Street – approximately 598 sf of floor tile/mastic, window glazing on 17 windows, approximately 512 sf of drywall texture, and approximately 1,430 sf of vapor barrier (5 allotted days)	\$27,012.00	\$11,000.00	\$15,675.00	\$11,700.00	\$12,000.00	\$7,027.50	\$13,700.00	\$13,751.42
4. Demolition of 11 S.9th Street – structure, concrete, and debris.	\$7,752.00	\$7,300.00	\$3,100.00	\$6,470.00	\$3,000.00	\$5,800.00	\$5,000.00	\$13,751.42
5. Demolition of 515 W. Central Avenue – two dead trees, concrete drive approach, concrete steps, sidewalk, and other concrete and debris.	\$5,039.00	\$4,700.00	\$2,250.00	\$2,840.00	\$2,000.00	\$3,500.00	\$2,500.00	\$13,751.42
Performance & Payment Bonds	included above	included above	\$2,405.00	included above	included above	included above	included above	included above
TOTAL BID PRICE	\$183,464.00	\$97,480.00	\$82,540.00	\$90,762.00	\$118,400.00	\$123,456.00	\$136,000.00	\$110,011.36
Acknowledged Addendum (1)	Yes	Yes	Yes	No	Yes	No	Yes	Addenda Acknowledged but wrong Bid Form used.
Exceptions	None	None	None	Yes	None	None	None	None
Bid Bond	5%	5%	5%	Cashier's Check included	5%	5%	5%	Cashier's Check included
Bond Requirement Affidavit	Yes	Yes	Yes	Not included	Yes	Yes	Yes	Not included
Credit Check Authorization	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Recommended for Council Award

RESOLUTION NO. 2017-8773-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH GARRETT DEMOLITION, INC. OF BURLESON, TEXAS IN THE AMOUNT OF \$82,540, FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF FIVE PROPERTIES LOCATED IN THE SANTA FE PLAZA AREA; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, as part of the Santa Fe Plaza project, there are several structures that need to be demolished to make room for the new development - the first phase of demolitions in this area was completed by R.T. Schneider Construction Co., Ltd. earlier in fiscal year 2017;

Whereas, there are five properties in the targeted project area:

1. 417 West Central Avenue, including asbestos abatement of flooring/mastic;
2. 405 West Central Avenue, including asbestos abatement of flooring/mastic;
3. 10A, 10B, 12, and 14 South 7th Street, including asbestos abatement of flooring/mastic, window glazing, drywall texture, and vapor barrier;
4. 11 South 9th Street; and
5. 515 West Central Avenue;

Whereas, on August 17, 2017, eight bids were received for the demolitions and associated asbestos abatements with Garrett Demolition, Inc. of Burleson, Texas submitting the low bid for the total compiled cost of all properties in the amount of \$82,540;

Whereas, since Garrett Demolition has not previously performed work for the City, references were checked and Staff received positive feedback indicating that Garrett has a good reputation for being a responsible and responsive contractor;

Whereas, Staff recommends Council authorize a construction contract with Garrett Demolition, Inc. of Burleson, Texas in the amount of \$82,540, for the asbestos abatement and demolition of five properties in the Santa Fe Plaza area;

Whereas, funding for the five demolitions with associated asbestos abatement is available in the Reinvestment Zone No. 1 Financing Plan, Account No. 795-9500-531-6870, Project No. 101008;

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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a construction contract with Garrett Demolition, Inc. of Burleson, Texas in the amount of \$82,540, for the asbestos abatement and demolition of five properties in the Santa Fe Plaza area.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(Q)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing deductive change order #2 to the contract with Choice Builders, LLC, of Temple, in the amount of \$56,671.20 for construction activities required to build the North 31st Street Sidewalk Improvements.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Council awarded a construction contract to Choice Builders, LLC, to build the North 31st Street Sidewalk Improvements on March 17, 2016. The sidewalk and enhancement project along North 31st Street provides the needed connectivity and safety for pedestrians traveling between the HOP bus shelter, Temple High School, and area businesses. It also provides the needed safety elements for pedestrians including cross-walks and pedestrian warning flashers to improve driver awareness and visibility of pedestrian traffic. A Project Map is attached for reference.

The attached deductive change order includes items not used in the project, reducing the contract amount 18% from \$320,830 to \$264,158.80. Staff and the engineer recommend approving the deductive change order.

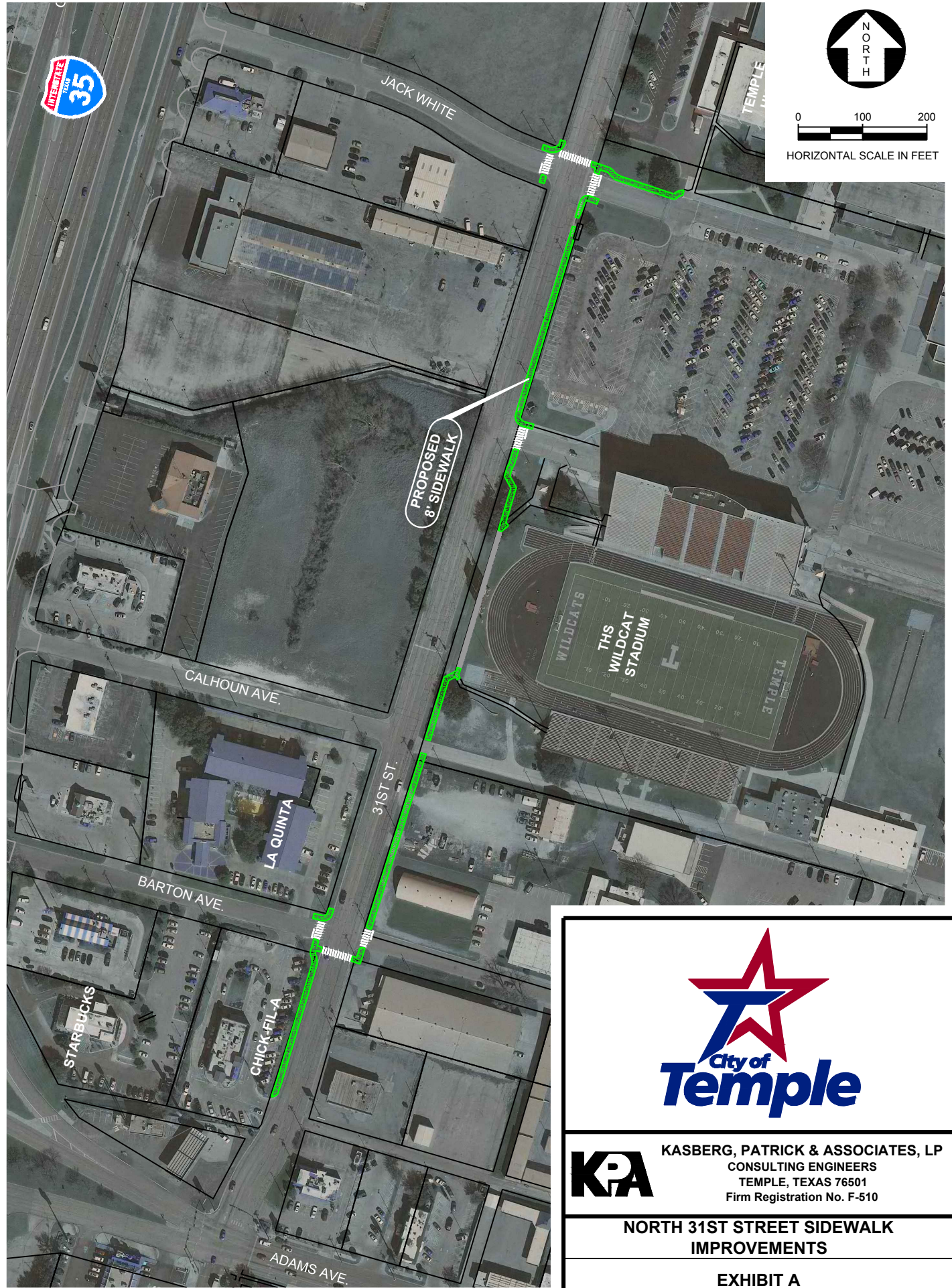
FISCAL IMPACT: The funds from this deductive change order from Choice Builders, LLC, in the amount of \$56,671.20, will be realized in account 260-3400-531-6315, project #101440 as follows:

Project Budget	\$	423,900
Encumbered/Committed to Date		(404,429)
Choice Builders, LLC Change Order #2		56,671
Remaining Funds Available	\$	<u>76,142</u>

The remaining funds from are not available for reallocation for other projects since the grant funding was specifically for this project.

ATTACHMENTS:

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



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501
Firm Registration No. F-510

**NORTH 31ST STREET SIDEWALK
IMPROVEMENTS**

EXHIBIT A

RESOLUTION NO. 2017-8774-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING DEDUCTIVE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$56,671.20, TO THE CONSTRUCTION CONTRACT WITH CHOICE BUILDERS, LLC OF TEMPLE, TEXAS, FOR CONSTRUCTION ACTIVITIES REQUIRED FOR THE NORTH 31ST STREET SIDEWALK IMPROVEMENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 17, 2016, Council awarded a construction contract to Choice Builders, LLC of Temple, Texas, to build the North 31st Street Sidewalk Improvements - this project provides the needed connectivity and safety for pedestrians traveling between the HOP bus shelter, Temple High School, and area businesses, as well as needed safety elements for pedestrians including cross-walks and pedestrian warning flashers to improve driver awareness and visibility of pedestrian traffic;

Whereas, this deductive change order includes items not used in the project, and reduces the contract amount from \$320,830.00 to \$264,158.80;

Whereas, Staff and the City's engineer recommend Council approve deductive change order number 2 in the amount of \$56,671.20, to the construction contract with Choice Builders, LLC of Temple, Texas, for construction activities required for the North 31st Street Sidewalk Improvement Project;

Whereas, funds from this deductive change order will be recognized in Account No. 260-3400-531-6315, Project No. 101440; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute deductive change order number 2 in the amount of \$56,671.20, to the construction contract with Choice Builders, LLC of Temple, Texas for construction required for the North 31st Street Sidewalk Improvement Project.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(R)
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 deductive change order #2 to a contract with B-Corp Utilities, Inc., of Gatesville, in the amount of \$67,633.76 for construction of the 2015 Water and Wastewater Improvements.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Council awarded a construction contract to B-Corp Utilities, Inc., to replace wastewater lines in South 18th and South 20th Streets and a water line in South 22nd Street on March 17, 2016, in the amount of \$2,069,132.29 addressing utility needs in the area. In December 2016, Council authorized change order #1 for \$83,401.04 for repairs related to the South 20th/Avenue H project. A Project Map is attached for reference.

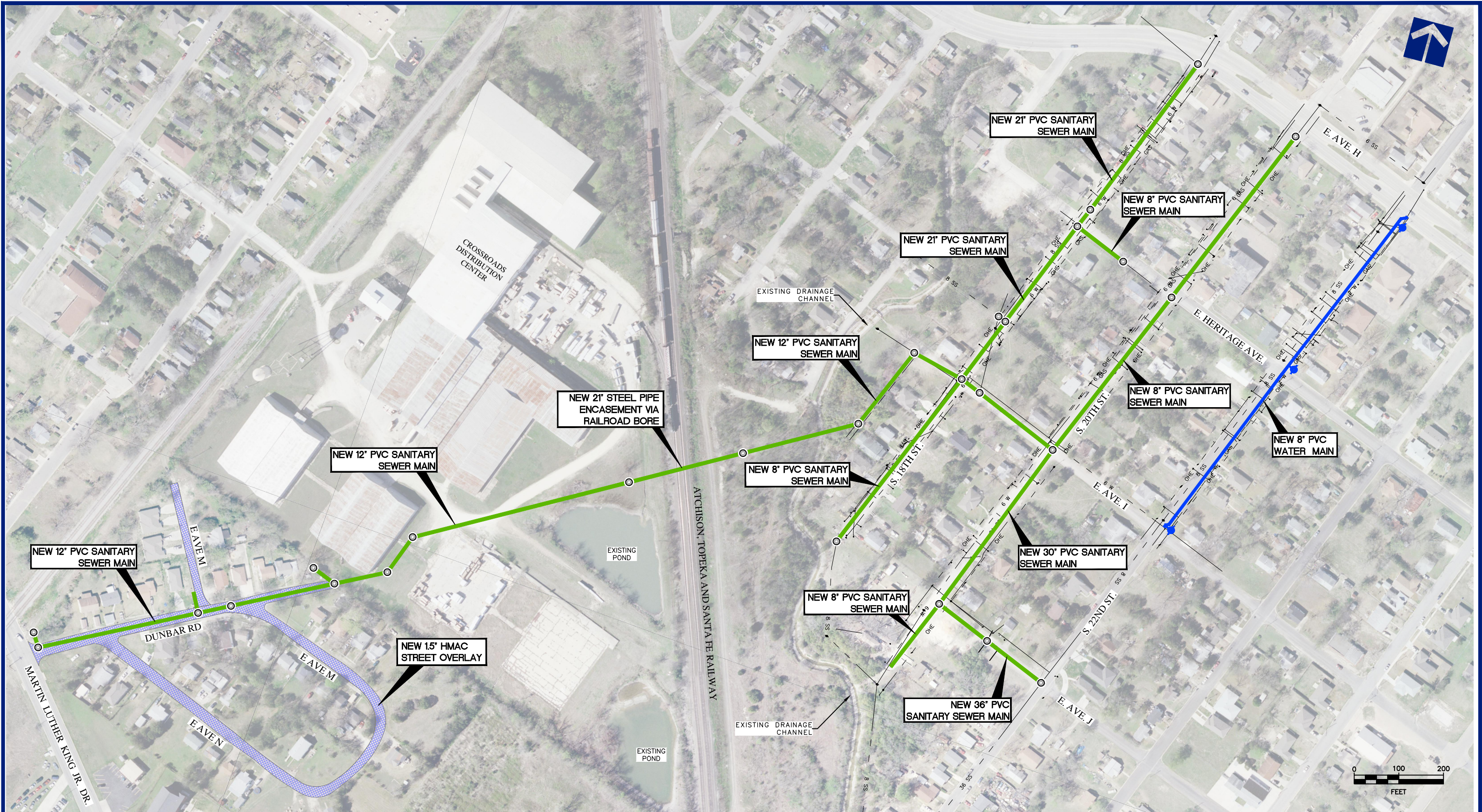
The attached deductive change order finalizes quantities for the project, reducing the contract amount from price \$2,152,533.33 to \$2,084,899.57, a net 8% reduction of the original contract amount. Staff and the engineer recommend approving the deductive change order.

FISCAL IMPACT: The savings from the deductive change order for B-Corp Utilities, Inc. in the amount of \$67,633.76 will be realized as follows:

		22nd Street – Project 101194				
		520-5900-535-6357				
Project Budget	\$	151,726				
Encumbered/Committed to Date		(151,726)				
B-Corp Utilities, Inc. Change Order #2		920				
Remaining Project Funds	\$	920				
18th Street – Project 101195			Total			
520-5900-535-6361		561-5400-535-6962				
Project Budget	\$	204,774	\$	359,726	\$	564,500
Encumbered/Committed to Date		(204,774)		(359,726)		(564,500)
B-Corp Utilities, Inc. Change Order #2		17,557		-		17,557
Remaining Project Funds	\$	17,557	\$	-	\$	17,557
20th Street – Project 101196				Total		
520-5900-535-6361		561-5400-535-6963				
Project Budget	\$	606,903	\$	368,466	\$	975,369
Encumbered/Committed to Date		(606,903)		(368,466)		(975,369)
B-Corp Utilities, Inc. Change Order #2		33,450		-		33,450
Remaining Project Funds	\$	33,450	\$	-	\$	33,450
Dunbar to Avenue I – Project 101203				Total		
520-5900-535-6361		561-5400-535-6966				
Project Budget	\$	141,879	\$	591,947	\$	733,826
Encumbered/Committed to Date		(141,879)		(591,947)		(733,826)
B-Corp Utilities, Inc. Change Order #2		15,707		-		15,707
Remaining Project Funds	\$	15,707	\$	-	\$	15,707
TOTAL B-Corp Utilities, Inc. Change Order #2	\$	67,634	\$	-	\$	67,634

ATTACHMENTS:

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



2015 CITY OF TEMPLE WATER AND WASTEWATER REPLACEMENT PROJECT

RESOLUTION NO. 2017-8775-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING DEDUCTIVE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$67,633.76, TO THE CONSTRUCTION CONTRACT WITH B-CORP UTILITIES, INC. OF GATESVILLE, TEXAS, FOR CONSTRUCTION OF THE 2015 WATER AND WASTEWATER IMPROVEMENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 17, 2016, Council awarded a construction contract to B-Corp Utilities, Inc. of Gatesville, Texas, to replace wastewater lines on South 19th and South 20th Streets as well as replace a water line on South 22nd Street;

Whereas, on December 15, 2016, Council authorized change order number 1 for repairs to the South 20th/Avenue H project;

Whereas, this deductive change order finalizes quantities for the project, reducing the contract amount from \$2,152,533.33 to \$2,084,899.57;

Whereas, Staff and the City's engineer recommend Council approve deductive change order number 2 in the amount of \$67,633.76, to the construction contract with B-Corp Utilities, Inc. of Gatesville, Texas, for construction of the 2015 Water and Wastewater Improvements;

Whereas, funds from this deductive change order will be recognized in the following accounts:

Project	Account No.	Project No.
22 nd Street	520-5900-535-6357	101194
18 th Street	520-5900-535-6361	101195
18 th Street	561-5400-535-6962	101195
20 th Street	520-5900-535-6361	101196
20 th Street	561-5400-535-6963	101196
Dunbar to Avenue I	520-5900-535-6361	101203
Dunbar to Avenue I	561-5400-535-6966	101203

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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute deductive change order number 2 in the amount of \$67,633.76, to the construction contract with B-Corp Utilities, Inc. of Gatesville, Texas for construction of the 2015 Water and Wastewater Improvements.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(S)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing contract amendment #2 to a professional services agreement with Kasberg, Patrick & Associates, LP, for a lump sum price of \$500,910 for construction administration and on-site representation required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The TBP, located on FM 93 between I-35 and South 31st Street (Project Map attached), is jointly owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons per day (MGD) of wastewater. Temple and Belton share capital improvement costs at 75% and 25%, respectively, and contract with the Brazos River Authority to operate the facility. The plant was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton.

TCEQ requires wastewater plants to complete steps toward expansion at specific inflow thresholds. In 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion. On August 18, 2011, Council authorized KPA to prepare a preliminary engineering report for the TBP in the amount of \$895,698.75 (Temple's share of \$1,194,265).

On October 15, 2015, Council authorized an agreement with KPA in the amount of \$1,006,166.25 (Temple's share of \$1,341,555) for professional services to design and bid Phase 1 of the expansion. This original scope of services consisted of three items organized as Task 1: Basis of Design, Task 2: Phase 1 Final Design, and Task 4: Phase 1 Bidding. Task 3: Phase 2 Final Design was not awarded at that time. On June 16, 2016, Council authorized Task 3, modified Task 2 to remove ORBAL improvements and add design of an equalization basin, and added Task 5 to bid Phase 2 improvements when ready in the amount of \$1,527,832.50 (Temple's share of \$2,037,110).

A separate agenda Item is scheduled for consideration during this Council meeting to award the base bid and a deductive change order for construction of Phase 1 improvements.

To accomplish proper construction oversight, consultant services recommended under this contract amendment include the following tasks and costs:

	<u>Total</u>	<u>Belton (25%)</u>	<u>Temple (75%)</u>
Task 5 – Construction Admin.	\$ 456,785.00	\$ 114,196.25	\$ 342,588.75
Task 6 – On-Site Project Rep.	\$ 155,125.00	\$ 38,781.25	\$ 116,343.75
Task 7 – O&M Compilation	\$ 20,720.00	\$ 5,180.00	\$ 15,540.00
Task 8 – Warranty Phase	\$ 15,610.00	\$ 3,902.50	\$ 11,707.50
Task 9 – Power System Study	\$ 7,700.00	\$ 1,925.00	\$ 5,775.00
Expenses/Direct Costs	<u>\$ 11,940.00</u>	<u>\$ 2,985.00</u>	<u>\$ 8,955.00</u>
Totals	<u>\$ 667,880.00</u>	<u>\$ 166,970.00</u>	<u>\$ 500,910.00</u>

Please refer to the attached Engineer's Proposal and Project Map for further details. The attached contract amendment #2 is prepared showing Temple's portion of contract amounts. Construction is anticipated to begin in October 2017, with 420 calendar days allotted for construction of the project.

FISCAL IMPACT: The 2017 Utility Revenue Bonds to be used to fund this project were sold on August 17, 2017.

Funding for contract amendment #2 for Kasberg, Patrick & Associates, LP in the amount of \$500,910 is appropriated in account 561-5500-535-6938, project #101774 as follows:

	Available Funding	\$ 10,100,000
Construction Award - Archer Western Construction		(9,832,500)
Archer Western Construction Change Order #1		740,687
KPA Contract Amendment #2		(500,910)
Inspection Services Award - MRB Group, PC		(93,044)
Remaining Funds Available	\$	<u>414,233</u>

ATTACHMENTS:

[Engineer's Proposal](#)
[Project Map](#)
[Contract Amendment #2](#)
[Resolution](#)



KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

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

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

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

August 25, 2017

Mrs. Angellia Points, P.E.
City Engineer
City of Belton
PO Box 120
Belton, Texas 76513

Mr. James Billeck, P.E.
Project Manager
City of Temple
3210 E. Avenue H, Building A
Temple, Texas 76501

Re: Cities of Temple and Belton, Texas
Temple-Belton Wastewater Treatment Plant – Phase I
Headworks & Flow Equalization Improvements
Construction Phase Professional Services

Dear Mrs. Points & Mr. Billeck:

This letter is in response to your request for a proposal to perform Construction Phase Services (civil, mechanical, electrical, instrumentation and controls and structural components) for the referenced Construction Project. Bids were received on July 18, 2017 with Archer Western Construction, LLC of Irving, Texas, as the successful low bidder. This proposal includes Tasks 5 through 9 as follows:

- Task 5. Construction Administration Services
- Task 6. Resident Project Representative Services
- Task 7. Compilation of Operation & Maintenance Manuals
- Task 8. Warranty Period Services
- Task 9. Power System Study

It is anticipated that the project will be constructed over the full 14 month contract period. As such, construction phase services are based on a 14 month duration while the resident project representative is based on an average of 6 hours per day for the 14 month period. In order for us to provide the professional services for the construction phase of the referenced project, the following lump sum fees are applicable.

<u>Basic Services</u>	<u>Total</u>	<u>Belton</u>	<u>Temple</u>
Task 5 – Construction Administration =	\$456,785	\$114,196.25	\$342,588.75
<u>Special Services</u>	<u>Total</u>	<u>Belton</u>	<u>Temple</u>
Task 6 – Resident Project Rep. =	\$ 155,125	\$ 38,781.25	\$ 116,343.75
Task 7 – O&M Compilation =	\$ 20,720	\$ 5,180.00	\$ 15,540.00
Task 8 – Warranty Phase =	\$ 15,610	\$ 3,902.50	\$ 11,707.50
Task 9 – Power System Study =	\$ 7,700	\$ 1,925.00	\$ 5,775.00
<u>Expenses/Direct Costs =</u>	<u>\$ 11,940</u>	<u>\$ 2,985.00</u>	<u>\$ 8,955.00</u>
Total Professional Fees =	\$ 667,880	\$ 166,970.00	\$ 500,910.00

Mrs. Angellia Points, P.E. & Mr. James Billeck, P.E.

August 25, 2017

Page Two

A detailed scope of services is attached as Exhibit A. Exhibit B details the fee schedule for additional services not included in this proposal. We are looking forward to beginning the construction phase services on this project and are available to discuss at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas D. Valle". The signature is stylized with a large, looped "T" and "V".

Thomas D. Valle, P.E.

TDV/

xc:

2015-140/141-40

Exhibit A
Cities of Temple and Belton
Temple-Belton Wastewater Treatment Plant
Phase I
Headworks and Flow Equalization Improvements

TASK IDENTIFICATION
For
ENGINEERING SERVICES

August 2017

TASK 5 - CONSTRUCTION ADMINISTRATION SERVICES - Engineer shall perform construction administration services for Headworks and Odor Control System construction contracts:

- a. Conduct a pre-construction conference with the contractor and owner, prepare an estimate of monthly cash flow requirements throughout construction.
- b. Establish communication procedures and issue instructions from owner to contractor.
- c. Conduct construction progress meetings with the contractor and owner.
- d. Maintain a documentation system within the requirements of the construction Contract Documents.
- e. Coordinate, review and prepare written responses to contractor's submittals.
- f. Monitor the progress of the contractor in sending and processing submittals.
- g. Inspect project site at a frequency sufficient to observe and report on the progress and the quality of work, including site visits for equipment startup and checkout.
- h. Review contractor's Modification Request(s) for deviations from the construction Contract Documents.
- i. Interpret the drawings and specifications for owner and contractor.
- j. When necessary, issue a Non-Conforming Report.
- k. Evaluate contractor claims and make recommendations on the merit and value of the claim.
- l. Recommend the amount that the contractor shall be paid on monthly and final estimates.
- m. Schedule and conduct substantial completion inspection with owner and contractor.
- n. Accompany owner on final inspection to assure that work has been completed in accordance with the Construction Documents, including preparation of letter detailing punchlist items.
- o. Review contractor's as-built documents to ascertain they were updated during construction.
- p. Prepare project record documents by modifying the electronic version of the Contract Documents.
- q. Submit certified record drawings to owner electronically without an engineer's seal in AutoCAD format.
- r. Submit three (3) bound sets of certified record drawings to owner with engineers seal.
- s. Maintain a photo log of construction activities including periodic photographs of SWPP devices.

TASK 6 - RESIDENT PROJECT REPRESENTATION SERVICES - Engineer shall provide RPR services for construction of:

- a. KPA will provide the services of an on-site, senior, fully qualified RPR. It is anticipated that the RPR will average 6 hours per day over the 14 month duration of the construction phase.
- b. The RPR shall provide construction administration and observation services.
- c. The RPR shall act under supervision of Engineer in order to provide more extensive on-site observations.
- d. The RPR shall function as engineer's agent in all matters relating to on-site construction review.
- e. The RPR shall also perform, but not be limited to, the following services:
 1. Conduct on-site observations of work in progress to determine if the work conforms to Contract Documents.
 2. Attend pre-construction conference(s), progress meetings, job conferences, and other project construction meetings.
 3. Establish communication procedures with owner, engineer and contractor(s).
 4. Maintain a project documentation system consistent with the requirements of the construction Contract Documents.
 5. Serve as engineer's liaison with contractor(s), working principally through contractor's(s) Superintendent.
 6. Establish and administer quality assurance procedures in accordance with the construction Contract Documents.
 7. Review Applications for Payment with contractor(s) for compliance with the established procedure.
 8. Participate in preparation of field orders and change orders.
 9. Verify that contractor(s) maintain updated as-built documents and verify the accuracy of the as-built documents.
 10. Assist in project completion activities at the conclusion of construction.
 11. Coordinate all project startup and performance testing activities with the owner, equipment suppliers or other contractors.
 12. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted.
 13. Conduct a final inspection with engineer, owner, and contractor(s) and prepare a final list of items.
- f. The Engineer nor its RPR will guarantee the performance by any contractor(s).
- g. The RPR shall not undertake any responsibilities of contractor(s).
- h. The RPR shall not advise on, issue directives regarding, or assume control over safety precautions.

- i. The RPR shall not accept submittals from any entity other than the contractor or engineer.
- j. The RPR shall not participate in specialized field or laboratory tests or inspections conducted by others.

TASK 7 - OPERATION AND MAINTENANCE MANUAL COMPILATION SERVICES -
Engineer shall compile the O&M manuals for the project for owner including the following:

- a. Review and provide comments on Contractor's O&M Manual Submittals.
- b. Prepare Table of Contents logging each O&M Manual.
- c. Create an electronic file including all O&M Manuals submitted and reviewed. A single hard copy shall be printed and included in 3- ring binders, no larger than 3" in width. Binders shall not be filled more than $\frac{3}{4}$ full.

TASK 8 - WARRANTY PERIOD SERVICES - Engineer shall perform the following services for owner for one year following final payment.

- a. Engineer shall perform the following services for owner for one year following final payment
 - 1. Serve as primary point of contact for Warranty Items, including initial review of issue and coordination with Contractor.
 - 2. Eleven months after final payment, Engineer shall schedule and conduct a warranty inspection.
 - 3. Engineer shall submit a certification to owner stating that contractor's warranty obligations have been completed or list unresolved warranty items.

TASK 9 - POWER SYSTEM STUDY -- Engineer shall perform the following services:

- a. Model Power System in SKM. Updated to reflect actual electrical gear purchased.
- b. Prepare Final Report and Permanent Labels, including startup assistance.

EXHIBIT B

Charges for Additional Services

Cities of Temple and Belton
TBWWTP Phase I
Headworks and Flow Equalization Improvements
Construction Phase Services

<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 70.00 – 90.00/hour
Project Manager	2.4	55.00 – 70.00/hour
Project Engineer	2.4	45.00 – 55.00/hour
Engineer-in-Training	2.4	35.00 – 45.00/hour
Engineering Technician	2.4	25.00 – 45.00/hour
CAD Technician	2.4	20.00 – 40.00/hour
Clerical	2.4	15.00 – 30.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	100.00 – 135.00/hour
Registered Public Surveyor	1.0	130.00/hour
On-Site Representative	2.1	30.00 – 50.00/hour



CITIES OF TEMPLE & BELTON, TEXAS

TBWWTP PHASE I



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501
Firm Registration No. F-510

AUGUST 2017

CONTRACT AMENDMENT (Professional Service Agreements)

PROJECT: TBWWTP Phase I – Headworks & Flow Equalization Improvements

OWNER: City of Temple

ARCHITECT/ENGINEER: Kasberg, Patrick & Associates, LP

AMENDMENT #: 2

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

Professional services during the Construction Phase of Phase I of the Temple-Belton Wastewater Treatment Plant Headworks and Flow Equalization Improvements Project:

Basic Services

Task 5 -- Construction Administration Services	\$ 342,588.75
--	---------------

Special Services

Task 6 -- Resident Project Representative	\$ 116,343.75
---	---------------

Task 7 -- O&M Compilation	\$ 15,540.00
---------------------------	--------------

Task 8 -- Warranty Phase Services	\$ 11,707.50
-----------------------------------	--------------

Task 9 -- Power System Study	\$ 5,775.00
------------------------------	-------------

Task 9 -- Expenses/Direct Costs	\$ 8,955.00
---------------------------------	-------------

TOTAL	\$ 500,910.00
--------------	----------------------

The Compensation agreed upon in this Contract Amendment is the full, complete and final payment for all costs the Architect or Engineer 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:	\$ 1,006,166.25
---------------------------	-----------------

Previous Net Change in Contract Amount:	\$ 1,527,832.50
---	-----------------

Amount This Amendment:	\$ 500,910.00
------------------------	---------------

Revised Contract Amount:	\$ 3,034,908.75
--------------------------	-----------------

Original Contract Completion Date:	November 1, 2016
------------------------------------	------------------

Revised Contract Completion Date:	December 31, 2018
-----------------------------------	-------------------

Recommended by:

Project Manager

Date

Approved by City of Temple:

Brynn Myers, Interim City Manager

Date

Approved by Finance Department:

Date

Agreed to:

Architect or Engineer

Date

Approved as to form:

City Attorney's Office

Date

RESOLUTION NO. 2017-8776-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CONTRACT AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP OF TEMPLE, TEXAS IN THE AMOUNT OF \$500,910, FOR CONSTRUCTION ADMINISTRATION AND ON-SITE REPRESENTATION REQUIRED TO CONSTRUCT PHASE 1 OF THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Temple-Belton Wastewater Treatment Plant (TBP), located on FM 93 between I-35 and South 31st Street, is jointly owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons (MGD) of wastewater per day;

Whereas, the Cities of Temple and Belton share capital improvement costs at 75% and 25%, respectively, and contract with the Brazos River Authority to operate the facility – this facility was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton;

Whereas, the Texas Commission on Environmental Quality (TCEQ) requires wastewater plants to complete steps toward expansion at specific inflow thresholds - in 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion;

Whereas, on August 18, 2011, Council authorized Kasberg, Patrick & Associates (KPA) of Temple, Texas to prepare a preliminary engineering report for the TBP - on October 15, 2015, Council again authorized an agreement with KPA for professional services to design and bid Phase 1 of the expansion which included Task 1, Task 2 and Task 4;

Whereas, on June 16, 2016, Council authorized Task 3, modified Task 2 to remove ORBAL improvements and add design of an equalization basin, and added Task 5 to bid Phase 2 improvements;

Whereas, to accomplish proper construction oversight and consultant services, Staff recommends Council authorize Contract Amendment No. 2 to the professional services agreement with KPA, in the amount of \$500,910, for construction administration and on-site representation required to construct Phase 1 of the TBP expansion project;

Whereas, this project is funded with 2017 Utility Revenue Bonds which were sold on August 17, 2017 - funding for this contract amendment is available in Account No. 561-5500-535-6938, Project No. 101774; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute Contract Amendment No. 2 to a Professional Services Agreement with Kasberg, Patrick & Associates, LP of Temple, Texas in the amount of \$500,910, for construction administration and on-site representation required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plan Expansion project.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(T)
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 services agreement for hauling and disposal of membrane waste at a rate of \$0.0794 per gallon for FY 2018 with Magna Flow Environmental of Humble, in the estimated annual amount of \$29,600.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this services agreement will provide for the hauling and disposal of membrane clean-in-place (CIP) waste generated from the City's Membrane Water Treatment Plant during FY2018 by Magna Flow Environmental.

As shown on the attached bid tabulation, on August 11, 2017, the City received two bids for the hauling and disposal of membrane CIP waste. Magna Flow Environmental was the low bidder at a rate of \$0.0794 per gallon for this service. The City has done business with Magana Flow Environmental for many years, and staff finds them to be a responsive and responsible vendor.

The proposed services agreement is for a one-year period commencing on October 1, 2017, and is renewable for four additional one-year periods, if agreed to by the City and Magna Flow Environmental.

FISCAL IMPACT: Funding for Water Treatment Plant sludge maintenance is included in the adopted FY2018 Budget in account 520-5100-535-2338, Maintenance Contract, in the amount of \$29,600.

ATTACHMENTS:

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

Tabulation of Bids Received
 on August 11, 2017 at 2:30 p.m.
 Hauling and Disposal of Membrane CIP Waste
 Bid# 51-02-18

	Bidders	
	S&M Vacuum and Waste, Ltd Killeen, TX (254)526-5541	Magna Flow Environmental Humble, TX (281)448-8585
Description		
Price per Gallon for Hauling and Disposal of CIP Waste at Contractor Provided Location	\$0.60	\$0.0794
Exceptions	Yes	None
Credit Check Authorization	Yes	Yes
Local Preference Declaration	No	No

Recommended for Council Award

FY2017 Cost per Gallon = \$0.07

RESOLUTION NO. 2017-8777-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL 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 FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on August 11, 2017, the City received two bids for the hauling and disposal of membrane clean-in-place (CIP) waste with Magna Flow Environmental submitting the low bid at a rate of \$0.0794 per gallon for this service;

Whereas, the City has done business with Magana Flow Environmental for many years, and Staff finds it to be a responsive and responsible vendor;

Whereas, this services agreement is for one-year commencing October 1, 2017 and is renewable for four additional one-year periods, if agreed to by both parties;

Whereas, funding for Water Treatment Plant sludge maintenance is included in the adopted fiscal year 2018 budget 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a 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 for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(U)
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 an agreement with MRB Group, PC, of Temple, in an amount not to exceed \$93,043.50 for technical inspection services required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The TBP, located on FM 93 between I-35 and South 31st Street, is jointly owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons per day (MGD) of wastewater (Project Map attached). The Brazos River Authority operates the facility. The plant was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton.

TCEQ requires wastewater plants to complete steps toward expansion at specific inflow thresholds. In 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion. On August 18, 2011, Council authorized KPA to prepare a preliminary engineering report for the TBP in the amount of \$895,698.75 (Temple's share of \$1,194,265).

On October 15, 2015, Council authorized an agreement with KPA in the amount of \$1,006,166.25 (Temple's share of \$1,341,555) for professional services to design and bid Phase 1 of the expansion. This original scope of services consisted of three items organized as Task 1: Basis of Design, Task 2: Phase 1 Final Design, and Task 4: Phase 1 Bidding. Task 3: Phase 2 Final Design was not awarded at that time. On June 16, 2016, Council authorized Task 3, modified Task 2 to remove ORBAL improvements and add design of an equalization basin, and added Task 5 to bid Phase 2 improvements when ready in the amount of \$1,527,832.50 (Temple's share of \$2,037,110).

Two other Agenda Items are scheduled for consideration during this Council meeting involving the construction of the TBP Phase 1 Expansion. One is a construction contract awarding the base bid and a deductive change order; the other is award of construction phase services to the design engineer.

Services proposed under this contract include technical inspection and project management services to assist the City's Public Works Department to properly oversee construction of the TBP Phase 1 Expansion. Specific tasks include augmenting limited available City staff time with construction site visits, review of submittals, review of project requests & correspondence (e.g. RFI's), and project documentation. City staff has found MRB to be qualified to provide these services.

Consultant services under this contract would extend throughout the duration of construction and be provided on an hourly basis not to exceed a total of \$93,043.50. Please refer to the attached Consultant's Proposal for further details. Construction is anticipated to begin in October 2017. Construction time allotted for this project is 420 calendar days.

FISCAL IMPACT: The 2017 Utility Revenue Bonds to be used to fund this project were sold on August 17, 2017.

Funding for the agreement with MRB Group, PC for technical inspection services required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion is appropriated in account 561-5500-535-6938, project #101774 as follows:

Available Funding	\$ 10,100,000
Construction Award - Archer Western Construction	(9,832,500)
Archer Western Construction Change Order #1	740,687
KPA Contract Amendment #2	(500,910)
Inspection Services Award - MRB Group, PC	(93,044)
Remaining Funds Available	\$ 414,233

ATTACHMENTS:

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

August 28, 2017

Ms. Nicole Torralva P.E., Public Works Director
City of Temple
3210 East Avenue H, Building A
Temple, Texas 76501

**RE: PROPOSAL FOR PROFESSIONAL SERVICES – TECHNICAL INSPECTION SERVICES
CITY OF TEMPLE, TEMPLE-BELTON WASTEWATER TREATMENT PLANT
IMPROVEMENTS**

Dear Ms. Torralva:

This letter proposal describes our proposed scope of work and fee for providing technical inspection services for the above referenced project.

I. Background

The City of Temple (COT) is undertaking a major expansion and renovation of the Temple-Belton Wastewater Treatment Plant (WWTP). Improvements involved in this construction generally include a new headworks facility (fine screens, vortex grit removal and odor control), re-routing of force mains to the headworks, converting existing basins into flow equalization, new flow equalization pump station, associated interconnect piping, site work and demolition of existing structures being replaced.

Construction plans for the project have been prepared by Kasberg, Patrick & Associates (KPA). The project was bid on July 18, 2017, and the apparent low bidder for the project is Archer Western Construction (Archer). It is anticipated that a Notice to Proceed will be issued in October 2017. The contract documents specify that all work shall be completed within 420 calendar days.

The COT is seeking a qualified engineering firm for assistance in managing and reviewing key aspects of the work under a contract with the COT. It is our understanding that KPA will be providing construction administration

and construction observation services as the Engineer for the project, and will be the primary interface with the construction contractor. We understand that our role will be to work closely with COT Staff and to support their efforts to administer and review the project work.

MRB Group PC routinely provides Construction Phase Assistance services for both projects where we have served as the design engineer, and for projects where we have not. Providing third party construction phase assistance to the project's owner helps to augment existing COT workload. Some of our recent project experience is summarized below:

- **Brushy Creek MUD, Community Center Expansion.** MRB Group PC is providing third party construction phase assistance for the \$6.3 million expansion of the District's existing Community Center. MRB Group is providing bi-weekly inspections and periodic inspections by specialized engineers including electrical, mechanical and plumbing. *Projected completion Fall, 2017; Total Costs Approximately \$6.3 million.*
- **Brushy Creek MUD, North Waterline Improvement Project.** MRB Group PC provided third party construction phase assistance for the replacement of water mains in the Brushy Creek North neighborhood. Fourteen (14) waterline segments consisting of six-inch diameter asbestos cement (AC) water lines were replaced with eight-inch diameter C-900 PVC pipe. *Completion: Spring, 2017; Total Costs: \$2.8 million.*
- **Wastewater Treatment Plan Improvements, City of Mart.** MRB Group PC is providing construction observation and administration for improvements to the City's WWTP including influent lift station rehabilitation and headworks improvements. *Projected completion: Fall, 2017; Total Costs Approximately \$360,000.*
- **Pump Station No. 7, American Water Corp., Fort Hood.** MRB Group PC provided construction observation services in support of the improvements at Pump Station No. 7 at Fort Hood. The project included new pumps, pump station and chlorination facilities. *Completion: 2013; Total Cost: approximately \$3 million.*

- **Bird Creek Interceptor, Temple, Texas.** Mr. Gil Gregory provided engineering support and construction observation services for the Bird Creek Interceptor project in Temple, Texas. The project included approximately 3-miles of 30-inch diameter wastewater interceptor. *Completion: 2014; Total Cost: approximately \$5 million.*

We propose that **Ms. Tanya Reed** serve as Project Manager and point of contact. **Mr. Gil Gregory** will serve as the lead Technical Inspector. Mr. Gregory is based in our Temple office, a short drive from the project site. Mr. Gregory will be responsible for interface with the COT Staff. Mr. Gregory will be supported by additional staff in the field as needed and MRB Group PC engineering staff including Mr. Tom Caponi, P.E., and Mr. Justin Scarth, P.E. when required. All applicable resumes are enclosed. Additional resumes are available upon request for these individuals.

II. Scope of Services and Compensation

MRB Group will provide the following scope of services on a time and material basis, not to exceed the fee indicated:

A. Construction Technical Inspection Services:

1. **Project meetings:** We have assumed that the Project Manager as needed and Technical Inspector will attend the following project meetings: 1) Pre-construction meeting; and, 2) Monthly progress meetings; and critical points meetings as needed.
2. **Technical Inspector:** The construction documents prepared by KPA specify a construction completion within 420 calendar days. We have assumed that a technical inspector will be present on-site for approximately 2 to 3-hours per day (on average), 5-days per week over a 12-month active on-site construction duration for a total of approximately 624 hours (52 weeks x 12 hours/week). The technical inspector will modify his on-site work schedule to the extent possible to be present during

critical aspects of the work and to effectively coordinate with COT staff.

3. Work conducted by the technical inspector will include the following:
 - Coordinate and communicate with COT Staff, and other affected and concerned parties;
 - Review documents and other submittals as requested by the Engineer and Owner;
 - Review and validate monthly schedules and pay requests submitted by Contractor;
 - Assist in reviewing Requests for Information and change order requests;
 - Review construction procedures proposed by the contractor for compliance with project requirements;
 - Monitor, as needed, contractor compliance with contract requirements including materials, testing and construction methods;
 - Monitor, as needed, contractor compliance with SWPPP and other regulatory requirements, as applicable;
 - Monitor, as needed, contractor compliance with vegetation and restoration in accordance with contract requirements;
 - Review and monitor material testing;
 - Prepare a weekly summary with photographs as needed to document the character and progress of the work and attend weekly COT update meeting;
 - Review punch lists for contract completion;
 - Review the Certificate of Substantial Completion;
 - Review Closeout Documents; and,
 - Assist in maintaining redlined Record Drawings for the project as changes occur in the field.
4. Project Manager: The Project Manager will monitor the performance of the technical inspection services. The Project Manager will assure the technical inspector is available and on-site as necessary or will arrange for a backup technical

inspector as required. The Project Manager will review project documentation including field notes and photographs, consult with the Technical Inspector regarding construction procedures proposed by the contractor and generally monitor project performance for compliance with contract requirements and project objectives. In addition, a senior engineer/project manager will provide review of key submittals as requested by the City. We have allowed approximately 10-hours per month (120 total) for these project management activities, for attendance at meetings as described in item 1 above and for submittal review.

5. Billing rates for this project will be as provided below.

Project Manager - \$142 per hour
Construction Observer - \$120 per hour

Subtotal of A, Items 1-5 \$93,043.50

Total Compensation..... \$93,043.50

The cost figures shown above represent our hourly not to exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group PC shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period.

III. Project Schedule

MRB Group PC is available to start work immediately upon your authorization to proceed.

IV. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Attendance at any Council, Committee, other public meetings or other project meetings not specifically defined in the scope of work.
- B. Additional time on-site required beyond the estimated hours.

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group PC will begin work on the project.

VI. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions* as previously modified by the City of Temple.



Ms. Nicole Torralva P.E.
City of Temple
**RE: TECHNICAL INSPECTION SERVICES FOR
TEMPLE-BELTON WWTP IMPROVEMENTS**
August 28, 2017
Page 7

Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

Tanya Reed
Project Manager

Enclosures: Resume
Standard Terms and Conditions

PROPOSAL ACCEPTED FOR THE _____ BY:

Signature

Title

Date



RESOLUTION NO. 2017-8778-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MRB GROUP, PC OF TEMPLE, TEXAS IN THE AMOUNT OF \$93,043.50, FOR TECHNICAL INSPECTION SERVICES REQUIRED TO CONSTRUCT PHASE 1 OF THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Temple-Belton Wastewater Treatment Plant (TBP), located on FM 93 between I-35 and South 31st Street, is jointly owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons (MGD) of wastewater per day;

Whereas, the Cities of Temple and Belton share capital improvement costs at 75% and 25%, respectively, and contract with the Brazos River Authority to operate the facility – this facility was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton;

Whereas, the Texas Commission on Environmental Quality (TCEQ) requires wastewater plants to complete steps toward expansion at specific inflow thresholds - in 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion;

Whereas, on August 18, 2011, Council authorized Kasberg, Patrick & Associates (KPA) of Temple, Texas to prepare a preliminary engineering report for the TBP - on October 15, 2015, Council again authorized an agreement with KPA for professional services to design and bid Phase 1 of the expansion which included Task 1, Task 2 and Task 4;

Whereas, on June 16, 2016, Council authorized Task 3, modified Task 2 to remove ORBAL improvements and add design of an equalization basin, and added Task 5 to bid Phase 2 improvements;

Whereas, services proposed under this contract include technical inspection and project management services to assist the City's Public Works Department to properly oversee construction of the TBP Phase 1 Expansion;

Whereas, Staff has found MRB Group to be qualified to provide these services and recommends Council award a professional services agreement in an amount not to exceed \$93,043.50, for technical inspection services required to construct Phase 1 of the TBP Expansion Project;

Whereas, this project is funded with 2017 Utility Revenue Bonds which were sold on August 17, 2017 - funding for this professional services agreement is available in Account No. 561-5500-535-6938, Project No. 101774; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a professional services agreement with MRB Group, PC of Temple, Texas in the amount of \$93,043.50, for technical inspection services required to construct Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion Project.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(V)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing an amendment and one-year renewal to the professional services agreement for delinquent account collection services with McCreary, Veselka, Bragg & Allen of Round Rock.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this item will provide for continued collection services through MVBA through September 30, 2017. These collection services are primarily used by the Municipal Court and Utility Business Office; however, these services are also used by the Parks & Recreation Department, Finance Department, Airport, and Convention Center. In addition, approval of this item will add provisions to the contract for the collection of delinquent parking violations and Warrant Round-Up services that were not addressed in the original contract.

On August 20, 2015, the City awarded a two-year contract with MVBA for delinquent account collection services. The awarded contract included provisions for the award of three one-year renewals. Staff is pleased with the services provided by MVBA and staff still believes that the cost of MVBA's services are fair and reasonable. Accordingly, staff is recommending that Council authorize execution of the attached proposed Renewal No. 1 to the City of Temple Contract Agreement for Professional Services. This will be the first one-year renewal authorized under the agreement with two years remaining.

Under the contract, MVBA charges the City a collection fee of 30% for Municipal Court collections, which is consistent with the statutory rate, and 12% for collections for other departments. With regards to adding collection services related to parking violations, MVBA is proposing a fee of \$10 per violation, which staff deems is reasonable.

FISCAL IMPACT: Delinquent payments received by Municipal Court or by the collection agency are posted as an amount due to the collection agency based on the contracted rate of 30%. In FY 2016, \$167,125.58 was paid to the collection agency for Municipal Court collections and \$3,641.88 was paid by other departments for delinquent collections.

To date in FY 2017, \$159,524.41 has been paid to the collection agency for Municipal Court collections and \$4,305.40 has been paid by other departments for delinquent collections.

For all other delinquent payments collected either by the City or collection agency, \$11,000 has been included in the adopted FY 2018 Budget for these services.

ATTACHMENTS:

[Renewal No. 1 to the City of Temple Contract Agreement for Professional Services Resolution](#)

**RENEWAL NO. 1 TO THE CITY OF TEMPLE
CONTRACT AGREEMENT FOR PROFESSIONAL
SERVICES**

STATE OF TEXAS

§

§

COUNTY OF BELL

§

WHEREAS, on the 15th day of September, 2015, the City of Temple, Texas (the "**City**"), and McCreary, Veselka, Bragg & Allen, P.C. ("**Consultant**"), entered into a CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES, specifically Delinquent Account Collection Services ("**Project**") by reference as "Exhibit A"; and,

WHEREAS, Article 1 of said Agreement dated September 15, 2015 states in part as follows:

"The Agreement shall be effective October 1, 2015, and conclude on September 30, 2017. With mutual agreement, the contract may be extended for three (3) consecutive one-year periods", and,

WHEREAS, the **Consultant** desires to amend the "Basic Services" stated in Article 2 of said Agreement dated September 15, 2015 to include:

1. Delinquent collection services for parking violations within the **City** as authorized by City Ordinance. For the collection of delinquent parking violations in which the data files are transmitted to MVBA as compensation for services provided, pursuant to this agreement a fee of Ten dollars (\$10.00) for each violation that is collected by Consultant after submission by the City.
2. The assistance with advertising and publication of warrant round-up programs utilized by the City, both the "Statewide Warrant Round-Up" and the local warrant round-up conducted by the City at a later date in the year.

WHEREAS, the **City** has determined that it is in the best interest of the **City** to continue the Agreement dated September 15, 2015 with **Consultant** under the terms and conditions provided therein, and as amended herein.

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

The **City** hereby exercises the first option renewal term for the Contract Agreement for Professional Services beginning October 1, 2017, and ending September 30, 2018.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ON THIS THE ____ DAY OF _____, 2017.

THE CITY OF TEMPLE, TEXAS

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

City Manager

Harvey M. Allen

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

RESOLUTION NO. 2017-8779-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT AND A SERVICES AGREEMENT WITH MCCREARY, VESELKA, BRAGG & ALLEN OF ROUND ROCK, TEXAS FOR DELINQUENT ACCOUNT COLLECTION SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, collection services are primarily used by the Municipal Court and Utility Business Office, however, these services are also used by the Parks & Recreation Department, Finance Department, Airport, and Convention Center;

Whereas, Staff recommends Council authorize an additional provision to the contract for the collection of delinquent parking violations and Warrant Round-Up services that were not addressed in the original contract;

Whereas, on August 20, 2015, the City awarded a two-year contract with McCreary, Veselka, Bragg & Allen (MVBA) of Round Rock, Texas for delinquent account collection services - the contract is renewable for three one-year renewal periods, if agreed to by both parties;

Whereas, under the contract, MVBA charges the City a collection fee of 30% for Municipal Court collections, which is consistent with the statutory rate, and 12% for collections for other departments;

Whereas, the addition of the collection of delinquent parking violations and Warrant Round-Up services, MVBA proposes a fee of \$10 per violation, which Staff deems is reasonable;

Whereas, Staff has been pleased with the services provided by MVBA, believes that the cost of MVBA's services are fair and reasonable and recommends Council authorize an amendment and a one-year renewal to the professional services agreement with MVBA;

Whereas, this will be the first one-year renewal authorized under the agreement, with two renewals remaining;

Whereas, delinquent payments received by Municipal Court or by the collection agency are posted as an amount due to the collection agency based on the contracted rate of 30%;

Whereas, for all other delinquent payments collected either by the City or collection agency, \$11,000 has been included in the adopted fiscal year 2018 annual budget 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute an amendment and a one-year renewal to the professional services agreement with McCreary, Veselka, Bragg & Allen of Round Rock, Texas for delinquent account collection services.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(W)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Floyd Mitchell, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing Professional Services Agreements to provide police escort services for the University of Texas at Austin, University of Texas – San Antonio, University of Oklahoma, University of West Virginia, and Iowa State University football teams from Temple to McLane Stadium, Baylor University in Waco, Texas.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The universities have requested that the Temple Police Department provide police officers and police vehicles to escort their football teams from Temple to McLane Stadium on the Baylor University campus in Waco, Texas. The Department will provide two uniformed police officers, and two marked patrol vehicles to escort each university's vehicles from a location in Temple to the players' entrance of McLane Stadium in Waco on the date of each respective university's football game against Baylor University. Each university will reimburse the City the assigned officers' actual overtime salary and benefits for a minimum of four hours at a base salary rate not to exceed sixty-five dollars (\$65) per hour for each Police Officer, Corporal, or Sergeant assigned as an escort, and a base salary rate not to exceed eighty dollars (\$80) per hour for each Lieutenant assigned as an escort. Each university will reimburse the City twenty-five dollars (\$25) per hour for the use of each police vehicle for a minimum of four hours. The officers will work under the supervision and control of the Temple Police Department through their direct supervisor and the Chief of Police, or his designee. The officers will not provide law enforcement services outside of Bell County. The City reserves the right to deny escort services if the City determines that the police resources are needed to carry out the City's business.

The proposed Agreement will be in effect from September 8, 2017 through August 30, 2018.

FISCAL IMPACT: Based on the minimum number of hours worked during the contract period for the five football games, it is estimated that the City will be reimbursed by participating universities approximately \$2,900 for overtime and benefits and approximately \$1,000 for vehicle costs during FY 2017 and FY 2018.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8780-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS WITH VARIOUS UNIVERSITIES TO PROVIDE POLICE ESCORT SERVICES FROM TEMPLE, TEXAS TO MCLANE STADIUM, BAYLOR UNIVERSITY IN WACO, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the University of Texas at Austin, University of Texas – San Antonio, University of Oklahoma, University of West Virginia, and Iowa State University football teams have requested that the Temple Police Department provide police officers and police vehicles to escort their football teams from Temple, Texas to McLane Stadium on the Baylor University campus in Waco, Texas;

Whereas, the Temple Police Department will provide two uniformed police officers and two marked patrol vehicles to escort each university vehicle from a location in Temple, Texas to the players' entrance of McLane Stadium in Waco, Texas on the date of each respective university's football game against Baylor University;

Whereas, each university will reimburse the City of Temple the assigned officers' actual overtime salary and benefits for a minimum of four hours at a base salary rate not to exceed sixty-five dollars per hour for each Police Officer, Corporal, or Sergeant assigned as an escort, a base salary rate not to exceed eighty dollars per hour for each Lieutenant assigned as an escort, and each university will reimburse the City twenty-five dollars per hour for the use of each police vehicle for a minimum of four hours;

Whereas, all officers will work under the supervision and control of the Temple Police Department through their direct supervisor and the Chief of Police, or his designee, and the officers will not provide law enforcement services outside of Bell County;

Whereas, the City reserves the right to deny escort services if the City determines that the police resources are needed to carry out the City's business;

Whereas, this agreement will be effective from September 9, 2017 through August 30, 2018;

Whereas, based on the minimum number of hours worked during the contract period for the football games, it is estimated that the City will be reimbursed approximately \$2,900 for overtime and benefits and approximately \$1,000 for vehicle costs during fiscal year 2017 and fiscal year 2018; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute professional services agreements with the University of Texas at Austin, University of Texas – San Antonio, University of Oklahoma, University of West Virginia, and Iowa State University, for police escort services from Temple, Texas to McLane Stadium, Baylor University in Waco, Texas.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(X)
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. Three 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 presented in item description.

ITEM SUMMARY: The Cities of Temple and Belton entered into a one 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). Amendment No. 1 was authorized in September 2015 to extend the program from October 1, 2015 to September 30, 2016 and Amendment No. 2 was authorized in September 2016 to extend the program from October 1, 2016 to September 30, 2017. This Amendment No. 3 will extend the Brazos River Authority’s administration of the Industrial Pretreatment Program for a period of one additional year and shall end on September 30, 2018.

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 permitted industry and Temple has eleven permitted industries. Two Temple industries and one Belton industry discharge to the Temple – Belton Wastewater Treatment Plant (TBP). In accordance with the Management and Administration Agreement, expenses and management fees related to operation of the Cities' IPP at TBP will be allocated based upon contributing percentages.

FISCAL IMPACT: The City of Temple is responsible for 67% of the costs incurred for the TBP. The City of Temple's portion of the FY 2018 expenditures related to the Industrial Pretreatment Programs are estimated at a total of \$151,743.35. Funding for these expenditures is appropriated in the FY 2018 Adopted Budget in the amount of \$39,935.35, in account 520-5500-535-2652, for the Temple-Belton Wastewater Treatment Plant, and in the amount of \$111,808, in account 520-5500-535-2655, for the Doshier Farm Wastewater Treatment Plant.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8781-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AMENDMENT NO. 3 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.

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 was authorized in September 2015 to extend the program from October 1, 2015 to September 30, 2016, and Amendment No. 2 was authorized in September 2016 to extend the program from October 1, 2016 to September 30, 2017;

Whereas, Amendment No. 3 will extend the Brazos River Authority's administration of the Industrial Pretreatment Program for one additional year and will expire September 30, 2018;

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 eleven permitted industries – two 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 based upon contributing percentages;

Whereas, the City of Temple is responsible for 67% of the costs incurred for the TBP and funding for these expenditures has been accounted for in the fiscal year 2018 adopted budget, Account No. 520-5500-535-2652 (TBP) and Account No. 520-5500-535-2655 (Doshier Farm); 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute Amendment No. 3 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 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 7th day of **September**, 2017.

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

09/07/17
Item #4(Y)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution amending Resolution Number 2017-8752-R which authorized a Developer Participation Agreement with KAM Homebuilders, Inc. to amend the name of the contracting entity from KAM Homebuilders, Inc. to Kiella Development, Inc.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On August 17, 2017, through Resolution Number 2017-8752-R, the City Council authorized a Developer Participation Agreement with KAM Homebuilders, Inc. for the construction of a section of Tanglehead Drive in the Meadows Phase IV subdivision in west Temple. Through that Agreement, the City will participate in the construction of the road in a not to exceed amount of \$110,938. The owner of KAM Homebuilders, Inc. recently requested that the name of the contracting entity be changed from KAM Homebuilders, Inc. to Kiella Development, Inc.

Staff is requesting that Council amend Resolution Number 2017-8752-R to change the name of the contracting entity to Kiella Development, Inc.

FISCAL IMPACT: Funding for the Developer Participation Agreement is appropriated in project #101467 as follows:

	<u>292-2900-534-6312</u>	<u>365-3400-531-6889</u>	<u>520-5400-535-6361</u>	<u>Total</u>
Project Budget	\$ 97,924	\$ 11,525	\$ 1,489	\$ 110,938
Kiella Development, Inc.	(97,924)	(11,525)	(1,489)	(110,938)
Remaining Project Funds	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8782-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING RESOLUTION NO. 2017-8752-R WHICH AUTHORIZED A DEVELOPER PARTICIPATION AGREEMENT WITH KAM HOMEBUILDERS, INC., TO AMEND THE NAME OF THE CONTRACTING ENTITY FROM KAM HOMEBUILDERS, INC. TO KIELLA DEVELOPMENT, INC.; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on August 17, 2017, through Resolution No. 2017-8752-R, Council authorized a Developer Participation Agreement with KAM Homebuilders, Inc. for the construction of a section of Tanglehead Drive in the Meadows Phase IV subdivision in west Temple;

Whereas, through that Agreement, the City will participate in the construction of the road in a not to exceed amount of \$110,938;

Whereas, the owner of KAM Homebuilders, Inc. recently requested that the name of the contracting entity be changed from KAM Homebuilders, Inc. to Kiella Development, Inc.;

Whereas, Staff recommends Council amend Resolution No. 2017-8752-R changing the name of the contracting entity to Kiella Development, Inc.;

Whereas, funding for this agreement is appropriated in Account Nos. 292-2900-534-6312, 365-3400-531-6889, and 520-5400-535-6361, Project No. 101467; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council amends Resolution No. 2017-8752-R changing the name of the contracting entity from KAM Homebuilders, Inc. to Kiella Development, Inc.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary to change the contracting entity name.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(Z)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution amending Resolution Number 2017-8725-R which authorized a Chapter 380 Development Agreement with Highline Real Estate Group to amend the name of the contracting entity from Highline Real Estate Group to Highline Temple 39, Ltd.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On July 20, 2017, through Resolution Number 2017-8725-R, the City Council authorized a Chapter 380 Development Agreement with Highline Real Estate Group for the construction of a sidewalk along Scott Boulevard and the connection of TMED pedestrian lighting to electrical service for property located at South 31st Street. Through that Agreement, the City will participate in the improvements in a not to exceed amount of \$39,906. The owner of Highline Real Estate Group recently requested that the name of the contracting entity be changed from Highline Real Estate Group to Highline Temple 39, Ltd.

Staff is requesting that Council amend Resolution Number 2017-8725-R to change the name of the contracting entity to Highline Temple 39, Ltd.

FISCAL IMPACT: Funding for the Chapter 380 Development Agreement with Highline Temple 39, Ltd. for the construction of a sidewalk along Scott Boulevard and the connection of TMED pedestrian lighting to the electrical service for the property located at South 31st Street is available in account 365-3400-531-6315, project 101720.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8783-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING RESOLUTION NO. 2017-8725-R WHICH AUTHORIZED A CHAPTER 380 DEVELOPMENT AGREEMENT WITH HIGHLINE REAL ESTATE GROUP, TO AMEND THE NAME OF THE CONTRACTING ENTITY FROM HIGHLINE REAL ESTATE GROUP TO HIGHLINE TEMPLE 39, LTD.; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on July 20, 2017, through Resolution No. 2017-8725-R, Council authorized a Chapter 380 Development Agreement with Highline Real Estate Group for the construction of a sidewalk along Scott Boulevard and the connection of TMED pedestrian lighting to electrical service for property located at South 31st street;

Whereas, through that agreement, the City will participate in the improvements in a not to exceed amount of \$39,906;

Whereas, the owner of Highline Real Estate Group recently requested that the name of the contracting entity be changed from Highline Real Estate Group to Highline Temple 39, Ltd.;

Whereas, Staff recommends Council amend Resolution No. 2017-8725-R changing the name of the contracting entity to Highline Temple 39, Ltd.;

Whereas, funding for this Chapter 380 Development Agreement is available in Account No. 365-3400-531-6315, Project No. 101720; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council amends Resolution No. 2017-8725-R changing the name of the contracting entity from Highline Real Estate Group to Highline Temple 39, Ltd.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary to change the contracting entity name.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(AA)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager
Ashley Williams, General Services Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing the extension of a Chapter 380 Development Agreement with Central Texas Castles, Ltd. for improvements to property located at 19 South Main Street within the Downtown Strategic Investment Zone corridor.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The original contract was presented and approved to Council October 2016, with a completion date of June 1, 2017. The owner requested a one-time 90-day extension for the project to be completed by August 30, 2017. However, the project will not be complete until October 30, 2017, which requires Council approval to extending the project.

The original resolution allowed the City Manager to enter into a Chapter 380 Development Agreement with Central Texas Castles, Ltd., through which the City would provide a SIZ 1:1 matching grant of up to \$57,218 for exterior building improvements. This results in a maximum eligible grant match of \$57,218, for a project with a total capital investment of \$350,000.

Improvements included in the project include a first floor commercial/retail area and a second floor residential area with an improved exterior storefront, new windows, and restoration of original architecture; installation of balconies, awnings and signs; asbestos abatement; and waiver of potential permitting fees. The project will be completed by October 30, 2017.

FISCAL IMPACT: No additional funding is required for the extension of this contract. The total maximum grant match by the City is \$57,218, which is already allocated to the contract. Payment of the grant matching funds will not be made until work and inspections are completed, and receipts are received by the City.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8784-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN EXTENSION TO THE CHAPTER 380 DEVELOPMENT AGREEMENT WITH CENTRAL TEXAS CASTLES, LTD. FOR IMPROVEMENTS TO PROPERTY LOCATED AT 19 SOUTH MAIN STREET, WITHIN THE DOWNTOWN STRATEGIC INVESTMENT ZONE CORRIDOR; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 20, 2016, Council authorized a Chapter 380 Development Agreement with Central Texas Castles, Ltd. for exterior improvements to property located at 19 South Main Street and located within the Downtown Strategic Investment Zone Corridor;

Whereas, the applicant has previously requested a one-time 90-day extension for the completion of the project to August 30, 2017, however, the applicant has advised that the project will not be complete until October 30, 2017, which requires Council approval to authorize the additional extension for this project;

Whereas, the original Resolution allowed the City Manager to enter into a Chapter 380 Development Agreement with Central Texas Castles, Ltd., through which the City would provide a SIZ 1:1 matching grant of up to \$57,218 for exterior building improvements - this results in a maximum eligible grant match of \$57,218, for a project with a total capital investment of \$350,000;

Whereas, improvements included in this project include a first floor commercial/retail area and a second floor residential area with an improved exterior storefront, new windows, restoration of original architecture, installation of balconies, awnings and signs, asbestos abatement, and a waiver of potential permitting fees;

Whereas, there is no additional funding required for the extension of this agreement – payment of the grant matching funds will not be made until work and inspections are complete, and receipts are received by the City; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes an extension of a Chapter 380 Development Agreement with Central Texas Castles, Ltd. for improvements to property located at 19 South Main Street within the Downtown Strategic Investment Zone corridor. All work must be complete by October 30, 2017.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for this extension.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(BB)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing an Economic Development Agreement with Chad Baccus Real Estate II, LLC, which will include the sale of City owned property located at 302 South 4th Street, Temple, Texas.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Earlier this year, Chad Baccus with Chad Baccus Real Estate II, LLC approached the City expressing his interest in developing City owned property located at 302 South 4th Street into a restaurant.

This property was acquired by the City in April, 2016, for planned use in the MLK Festival Fields project. It was acquired along with 301 South 4th Street from the same owner. The City paid \$300,000 for the properties.

Mr. Baccus obtained an appraisal of the property which concluded a value of \$86,000. Mr. Baccus estimates that it will cost around \$26,000 to demolish certain improvements on the property and therefore has agreed to purchase the property for \$60,000. Under the proposed agreement, the City would convey the property to Mr. Baccus in exchange for \$60,000 and his company's agreement to develop the property within two years of the execution of the agreement.

It has been determined that no part of this property is needed for the final design and construction of the MLK Festival Fields or the Santa Fe Trail.

The City's participation in this Agreement is authorized under Chapter 380 of the Texas Local Government Code and under City Ordinance Number 2016-4783, which is the City's local implementation of Chapter 380. The City's participation is authorized by Chapter 272 of the Texas Local Government Code, specifically Section 272.001, because the property that is subject to this agreement is located in the City's Tax Increment Financing Reinvestment Zone #1 and the City desires that the property be developed under the Reinvestment Zone's adopted project plan.

FISCAL IMPACT: Funds from the sale of the property will be recognized in the Reinvestment Zone No. 1 Financing Plan, Other Revenues, account 795-0000-461-0423.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8785-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT WITH CHAD BACCUS REAL ESTATE II, LLC, WHICH WILL INCLUDE THE SALE OF CITY OWNED PROPERTY LOCATED AT 302 SOUTH 4TH STREET, TEMPLE, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, earlier this year, Chad Baccus with Chad Baccus Real Estate II, LLC approached the City expressing his interest in developing City owned property located at 302 South 4th Street into a restaurant;

Whereas, this property was acquired by the City in April, 2016 for planned use in the MLK Festival Fields project and was acquired along with 301 South 4th Street from the same owner - the City paid \$300,000 for the two properties;

Whereas, Mr. Baccus obtained an appraisal of the property which concluded a value of \$86,000, he estimates that it will cost around \$26,000 to demolish certain improvements on the property, and has therefore agreed to purchase the property for \$60,000;

Whereas, under the proposed agreement, the City would convey the property to Mr. Baccus in exchange for \$60,000 and his company's agreement to develop the property within two years of the execution of the agreement;

Whereas, it has been determined that no part of this property is needed for the final design and construction of the MLK Festival Fields or the Santa Fe Trail projects;

Whereas, the City's participation in this Agreement is authorized under Chapter 380 of the Texas Local Government Code and under City Ordinance Number 2016-4783, which is the City's local implementation of Chapter 380 - the City's participation is authorized by Chapter 272 of the Texas Local Government Code, specifically Section 272.001, because the property that is subject to this agreement is located in the City's Tax Increment Financing Reinvestment Zone No. 1 and the City desires that the property be developed under the Reinvestment Zone's adopted project plan;

Whereas, funds from the sale of the property will be recognized in the Reinvestment Zone No. 1 Financing Plan, Account No. 795-0000-461-0423; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute an Economic Development Agreement with Chad Baccus Real Estate II, LLC, which will include the sale of City owned property located at 302 South 4th Street, Temple, Texas.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(CC)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Floyd O. Mitchell, Police Chief

ITEM DESCRIPTION: Consider adopting a resolution ratifying the renewal of Memoranda of Understanding with the Texas Department of Public Safety and the U.S. Department of Transportation for participation in the Motor Carrier Safety Assistance Program and Vehicle Weight Enforcement Standards.

STAFF RECOMMENDATION: Adopt resolution as presented in item description

ITEM SUMMARY: 21 U.S.C. § 873 authorizes the Texas Department of Public Safety (DPS) to enter into cooperative agreements with State and local law enforcement agencies for the formation of specialized commercial traffic enforcement units to enforce federal safety and weight standards for commercial vehicles. The goal of the Motor Carrier Safety Assistance Program is to reduce Commercial Motor Vehicle (CMV)-involved crashes, fatalities, and injuries through consistent, uniform, and effective CMV safety programs. DPS trains, retrain, tests and certifies officers annually to perform specialized commercial motor vehicle inspections and to enforce vehicle weight standards. DPS also provides software for data entry of all inspection information.

Temple Police Department (TPD) currently has two certified officers assigned to the program for enforcement of commercial vehicle safety standards for vehicles traveling through the City.

TPD has participated in the Commercial Vehicle Enforcement Program since 2014. The proposed renewal will extend the terms of the Memoranda from August 1, 2017 through July 31, 2019.

FISCAL IMPACT: There is no direct fiscal impact related to this Memoranda of Understanding with the Texas Department of Public Safety and the U.S. Department of Transportation. The agreement allows the City to retain all fines to cover up to 110% of the costs associated with maintaining a Commercial Vehicle Enforcement Program. The amount collected and retained by the City in FY 2016 was \$33,133.50. The amount collected to date in FY 2017 is \$22,623.39.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8786-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING A MEMORANDA OF UNDERSTANDING WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE U.S. DEPARTMENT OF TRANSPORTATION FOR PARTICIPATION IN THE MOTOR CARRIER SAFETY ASSISTANCE PROGRAM AND VEHICLE WEIGHT ENFORCEMENT STANDARDS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, 21 U.S.C. §873 authorizes the Texas Department of Public Safety to enter into cooperative agreements with State and local law enforcement agencies for the formation of specialized commercial traffic enforcement units to enforce federal safety and weight standards for commercial vehicles;

Whereas, the goal of the Motor Carrier Safety Assistance Program is to reduce Commercial Motor Vehicle involved crashes, fatalities, and injuries through consistent, uniform, and effective CMV safety programs;

Whereas, DPS trains, retrain, tests and certifies officers annually to perform specialized commercial motor vehicle inspections, enforce vehicle weight standards as well as providing software for data entry of all inspection information;

Whereas, the Temple Police Department has two certified officers assigned to the program for enforcement of commercial vehicle safety standards for vehicles traveling through the City and has participated in the Commercial Vehicle Enforcement Program since 2014;

Whereas, the renewal of this Memoranda of Understanding will extend the terms from August 1, 2017 through July 31, 2019;

Whereas, this agreement allows the City to retain all fines to cover up to 110% of the costs associated with maintaining a Commercial Vehicle Enforcement Program; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council ratifies a Memoranda of Understanding with the Texas Department of Public Safety and the U.S. Department of Transportation for participation in the Motor Carrier Safety Assistance Program and Vehicle Weight Enforcement Standards.

Part 3: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for this ratification.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(DD)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager
Ashley Williams, Director of General Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a Strategic Partner funding agreement with Temple Cemetery Company (Hillcrest Cemetery) in an amount not to exceed \$50,000 for operation support.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program.

It is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services.

We receive numerous requests from various community agencies seeking supplemental funding each year. Because there are more requests than available funds, we request each agency submit a formal written request for funding as part of the annual budget process.

FISCAL IMPACT: The FY 2018 Budget includes an allocation of \$50,000 in account 110-1500-515-26-96 for Strategic Partner funding with Temple Cemetery Company (Hillcrest Cemetery).

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8787-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A TOURISM AND ARTS GRANT AGREEMENT WITH THE TEMPLE CEMETERY COMPANY (HILLCREST CEMETERY) IN AN AMOUNT NOT TO EXCEED \$50,000, FOR OPERATIONAL SUPPORT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program;

Whereas, it is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services;

Whereas, the City receives numerous requests from various community agencies seeking supplemental funding each year and because there are more requests than available funds, we request that each agency submit a formal written request for funding as part of the annual budget process;

Whereas, Staff recommends Council authorize a Strategic Partner Funding Agreement in an amount not to exceed \$50,000, with the Temple Cemetery Company (Hillcrest Cemetery) for operational support;

Whereas, funding for this agreement is allocated in the fiscal year 2018 adopted budget in Account No. 110-1500-515-2696; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a Strategic Partner Funding Agreement in an amount not to exceed \$50,000, with the Temple Cemetery Company (Hillcrest Cemetery) for operational support.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(EF)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager
Ashley Williams, Director of General Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a Strategic Partner funding agreement with Keep Temple Beautiful, in an amount not to exceed \$55,000 for operation support.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program.

It is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services.

We receive numerous requests from various community agencies seeking supplemental funding each year. Because there are more requests than available funds, we request each agency submit a formal written request for funding as part of the annual budget process.

FISCAL IMPACT: The FY 2018 Adopted Budget includes an allocation of \$55,000 in account 110-3795-524-26-90 for Strategic Partner funding with Keep Temple Beautiful.

ATTACHMENT:

[Resolution](#)

RESOLUTION NO. 2017-8788-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A STRATEGIC PARTNER FUNDING AGREEMENT WITH KEEP TEMPLE BEAUTIFUL IN AN AMOUNT NOT TO EXCEED \$55,000, FOR OPERATION SUPPORT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program;

Whereas, it is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services;

Whereas, the City receives numerous requests from various community agencies seeking supplemental funding each year and because there are more requests than available funds, we request that each agency submit a formal written request for funding as part of the annual budget process;

Whereas, Staff recommends Council authorize a Strategic Partner Funding Agreement in an amount not to exceed \$55,000, with Keep Temple Beautiful for operational support;

Whereas, funding for this agreement is allocated in the fiscal year 2018 adopted budget in Account No. 110-3795-524-2690; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a Strategic Partner Funding Agreement in an amount not to exceed \$55,000, with Keep Temple Beautiful, for operational support.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(FF)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager
Ashley Williams, Director of General Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a Tourism & Arts Grant agreement with the Cultural Activities Center, in an amount not to exceed \$54,000 for operational support.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program.

It is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services.

We receive numerous requests from various community agencies seeking supplemental funding each year. Because there are more requests than available funds, we request each agency submit a formal written request for funding as part of the annual budget process.

FISCAL IMPACT: The FY 2018 Budget includes an allocation of \$54,000 in account 240-4600-551-26-81 for a Tourism & Arts Grant with the Cultural Activities Center.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8789-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A TOURISM AND ARTS GRANT AGREEMENT WITH THE CULTURAL ACTIVITIES CENTER IN AN AMOUNT NOT TO EXCEED \$54,000, FOR OPERATIONAL SUPPORT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program;

Whereas, it is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services;

Whereas, the City receives numerous requests from various community agencies seeking supplemental funding each year and because there are more requests than available funds, we request that each agency submit a formal written request for funding as part of the annual budget process;

Whereas, Staff recommends Council authorize a Tourism and Arts Grant agreement in the amount not to exceed \$54,000, with the Cultural Activities Center for operational support;

Whereas, funding for this agreement is allocated in the fiscal year 2018 adopted budget in Account No. 240-4600-551-2681; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a Tourism and Arts Grant Agreement in an amount not to exceed \$54,000, with the Cultural Activities Center for operational support.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(GG)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager
Ashley Williams, Director of General Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a Strategic Partner funding agreement with Hill Country Transit District, in an amount not to exceed \$140,611 for HOP fixed route and paratransit public transportation programs.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program.

It is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services.

We receive numerous requests from various community agencies seeking supplemental funding each year. Because there are more requests than available funds, we request each agency submit a formal written request for funding as part of the annual budget process.

FISCAL IMPACT: The FY 2018 Budget includes an allocation of \$140,611 in account 110-1500-515-26-86 for Strategic Partner funding with Hill Country Transit District.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8790-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A STRATEGIC PARTNER FUNDING AGREEMENT WITH HILL COUNTRY TRANSIT DISTRICT IN AN AMOUNT NOT TO EXCEED \$140,611, FOR HOP FIXED ROUTE AND PARATRANSIT PUBLIC TRANSPORTATION PROGRAMS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program;

Whereas, it is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services;

Whereas, the City receives numerous requests from various community agencies seeking supplemental funding each year and because there are more requests than available funds, we request that each agency submit a formal written request for funding as part of the annual budget process;

Whereas, Staff recommends Council authorize a Strategic Partner Funding Agreement in the amount not to exceed \$140,611, with the Hill Country Transit District for HOP fixed route and paratransit public transportation programs;

Whereas, funding for this agreement is allocated in the fiscal year 2018 adopted budget in Account No. 110-1500-515-2686; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a Strategic Partner Funding Agreement in an amount not to exceed \$140,611, with Hill Country Transit District, for HOP fixed route and paratransit public transportation programs.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(HH)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager
Ashley Williams, Director of General Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the following agreements with Hill Country Community Action Association, Inc., for the Meals on Wheels program:

1. A Strategic Partner funding agreement in an amount not to exceed \$25,000;
2. A Community Enhancement Grant agreement in an amount not to exceed \$2,500; and
3. A Public Service Agency Grant agreement in an amount not to exceed \$20,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program.

It is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services.

We receive numerous requests from various community agencies seeking supplemental funding each year. Because there are more requests than available funds, we request each agency submit a formal written request for funding as part of the annual budget process.

FISCAL IMPACT: The FY 2018 Budget includes an allocation of \$27,500 in account 110-1500-515-26-84 for Strategic Partner funding and a Community Enhancement Grant with Hill Country Community Action Association from General Fund and \$20,000 in account 260-6100-571-26-84 for a Public Service Agency Grant through the City's Community Development Block Grant program.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8791-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING VARIOUS AGREEMENTS WITH HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC. FOR THE MEALS ON WHEELS PROGRAM; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City supports the efforts of many public service agencies throughout the community through our Outside Service Agency Funding – Strategic Partner program;

Whereas, it is the policy of the City of Temple to consider funding requests from outside agencies or organizations that help the City leverage service delivery and funding levels in areas such as transportation, social services, recreation, tourism, and cultural services;

Whereas, the City receives numerous requests from various community agencies seeking supplemental funding each year and because there are more requests than available funds, we request that each agency submit a formal written request for funding as part of the annual budget process;

Whereas, Staff recommends Council authorize the following agreements with Hill Country Community Action Association, Inc. for the Meals on Wheels program:

1. A Strategic Partner funding agreement in an amount not to exceed \$25,000;
2. A Community Enhancement Grant agreement in an amount not to exceed \$2,500; and
3. A Public Service Agency Grant agreement in an amount not to exceed \$20,000.

Whereas, the fiscal year 2018 adopted budget includes an allocation of \$27,500 in Account No. 110-1500-515-2684 for the Strategic Partner Funding Agreement and the Community Enhancement Grant Agreement, and \$20,000 in Account No. 260-6100-571-2684 for a Public Service Agency Grant agreement through the City's Community Development Block Grant program; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a Strategic Partner Funding Agreement in an amount not to exceed \$25,000, a Community Enhancement Grant Agreement in an amount not to exceed \$2,500, and a Public Service Agency Grant Agreement in an amount not to exceed \$20,000, with Hill Country Community Action Association, Inc., for the Meals on Wheels program.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(II)
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 resolutions authorizing FY2018 services agreements for the mowing and maintenance of various parks, trails, roadways, and planters in the estimated annual amount of \$259,825 with the following vendors:

1. Heart of Texas Landscape & Irrigation Co. Inc. of Belton, \$162,590; and
2. Green Ackors Landscaping, LLC of China Spring, \$97,235.

STAFF RECOMMENDATION: Adopt resolutions as presented in item description.

ITEM SUMMARY: Approval of these two service agreements will provide for mowing and maintenance of several roadway areas, walking trails, right of ways, park detention/drainage areas, landscaping/planter areas and a few City facility locations during FY2018. The specific locations of the areas are identified in the attached bid tabulation.

As shown on the attached bid tabulation, on August 10, 2017, the City received three bids for the mowing and maintenance of several locations within the Temple City limits. The bid was structured into two awardable sections. The low bidders, assuming the City requires the number of planned cycles specified, along with one each of the optional services listed for each location, are Heart of Texas Landscape for Section #1 at an estimated annual cost of \$162,590 and Green Ackors for Section #2 at an estimated annual cost of \$97,235. The City has done business with both low bidders in the past and finds them to be responsive and responsible vendors.

The proposed services agreements will be for one-year commencing October 1, 2017, with the option for four additional one-year extensions, if agreed to by the City and each vendor.

FISCAL IMPACT: The funding source for each service location is identified on the attached bid tabulation. Funding for these services agreements in the total amount of \$259,825 is included in the adopted FY2018 Budget and is split between the Reinvestment Zone account #110-3595-552-2623 in the amount of \$189,815 and the Parks account #110-3500-552-2623 in the amount of \$70,010.

ATTACHMENTS:

[Bid Tabulation](#)
[Resolutions](#)

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

Green Ackors Landscaping, LLC China Spring, TX (254)715-9520	Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX (254)939-6795	Lawns Ltd, Inc. Waco, TX (254)752-8122
---	--	---

BID SECTION #1

A. Walking Trail: FM 2305 Walking Trail	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
FM 2305 Walking Trail from SH 317 to FM 2271 – Mow (curb to trail and trail to property line/fence), trim, edge and blow hard surfaces once every two weeks (March - November).	20	\$375.00	\$7,500.00	\$250.00	\$5,000.00	\$910.00	\$18,200.00
Total Yearly Price for Walking Trail			\$7,500.00		\$5,000.00		\$18,200.00
OPTIONAL SERVICES:							
FM 2305 Walking Trail from SH 317 to FM 2271 – Mow (curb to trail and trail to property line/fence), trim, edge and blow hard surfaces (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$375.00		\$220.00		\$910.00	
TOTAL YEARLY PRICE: FM 2305 WALKING TRAIL (Funding Source: Parks & Recreation)			\$7,875.00		\$5,220.00		\$19,110.00

B. STATE HWY 317 & FM 2305 INTERSECTION	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
State Hwy 317 & FM 2305 – Cut back perennials one time per year.	1	\$1,100.00	\$1,100.00	\$800.00	\$800.00	\$480.00	\$480.00
State Hwy 317 & FM 2305 – Weeding of beds once every two weeks and mulch added as needed.	26	\$150.00	\$3,900.00	\$200.00	\$5,200.00	\$588.46	\$15,299.96
TOTAL YEARLY PRICE: STATE HWY 317 & FM 2305 INTERSECTION (Funding Source: Parks & Recreation)			\$5,000.00		\$6,000.00		\$15,779.96

C. WESTFIELD BLVD TRAFFIC ISLANDS (from Stonehollow north to dead-end of Westfield Blvd)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands – Mow, trim and edge once every two weeks during the growing season (March – November).	20	\$175.00	\$3,500.00	\$110.00	\$2,200.00	\$236.25	\$4,725.00
Right of Way – Mow (to 6' on the outside sidewalk), trim, and edge once every two weeks during the growing season (March – November).	20	\$175.00	\$3,500.00	\$110.00	\$2,200.00	\$131.25	\$2,625.00
Total Yearly Price for Westfield Boulevard Traffic Islands			\$7,000.00		\$4,400.00		\$7,350.00
OPTIONAL SERVICES:							
Westfield Boulevard Traffic Islands and ROW – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$350.00		\$200.00		\$341.25	
TOTAL YEARLY PRICE: WESTFIELD BLVD TRAFFIC ISLANDS (Funding Source: Parks & Recreation)			\$7,350.00		\$4,600.00		\$7,691.25

D. TARVER RD EXTENSION ROW (approx 3,000 LF)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Right of Way from Old Waco Road to Westwood Hills Blvd – Mow, trim, edge and blow hard surfaces once every two weeks (March - November)	20	\$250.00	\$5,000.00	\$100.00	\$2,000.00	\$315.00	\$6,300.00
Total Yearly Price for Tarver Road Extension Right of Way			\$5,000.00		\$2,000.00		\$6,300.00
OPTIONAL SERVICES:							
Tarver Rd Extension ROW – Mow, trim, edge and blow hard surfaces (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$250.00		\$90.00		\$315.00	
TOTAL YEARLY PRICE: TARVER RD EXTENSION ROW (Funding Source: Parks & Recreation)			\$5,250.00		\$2,090.00		\$6,615.00

E. DRAUGHON MILLER AIRPORT PLANTERS	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Airport Planters – Cut back perennials and ornamental grasses one time per year.	1	\$2,600.00	\$2,600.00	\$800.00	\$800.00	\$265.00	\$265.00
Airport Planters – Weed beds once every two weeks and mulch added as needed.	26	\$1,290.00	\$33,540.00	\$150.00	\$3,900.00	\$195.00	\$5,070.00
TOTAL YEARLY PRICE: DRAUGHON MILLER AIRPORT PLANTERS (Funding Source: Reinvestment Zone)			\$36,140.00		\$4,700.00		\$5,335.00

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

		Green Ackors Landscaping, LLC China Spring, TX		Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX		Lawns Ltd, Inc. Waco, TX		
F. PRAIRIE VIEW RD TRAFFIC ISLANDS & ROW (from Hilliard Rd to N Pea Ridge Rd)		Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands and Right of Way– Mow, trim and edge once every two weeks during the growing season (March – November).		20	\$545.00	\$10,900.00	\$160.00	\$3,200.00	\$122.50	\$2,450.00
Total Yearly Price for Prairie View Road Traffic Islands and Right of Way			\$10,900.00		\$3,200.00		\$2,450.00	
OPTIONAL SERVICES:								
Prairie View Road Traffic Islands and ROW – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$545.00		\$150.00		\$122.50	
TOTAL YEARLY PRICE: PRAIRIE VIEW RD TRAFFIC ISLANDS & ROW (Funding Source: 60% Reinvestment Zone, 40% Parks & Rec)			\$11,445.00		\$3,350.00		\$2,572.50	

G. OUTER LOOP PHASE II (FM 2305 to Hwy 36 to Hwy 2305)		Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands – Mow, trim and edge once every two weeks during the growing season (March – November).		20	\$325.00	\$6,500.00	\$280.00	\$5,600.00	\$1,050.00	\$21,000.00
Right of Way – Mow to fence line, trim and edge once every two weeks during the growing season (March – November).		20	\$100.00	\$2,000.00	\$190.00	\$3,800.00	\$400.00	\$8,000.00
Planter Beds – Pull weeds once every two weeks, mulch added as needed.		26	\$85.00	\$2,210.00	\$100.00	\$2,600.00	\$125.00	\$3,250.00
Herbicide Treatment – Treat traffic islands with a broad leaf and grassy weed herbicide in March and July.		2	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00	\$1,032.76	\$2,065.52
Fertilizer Application – Apply a granular 24-7-14 fertilizer to the traffic islands at the rate of 2 lbs. of nitrogen per 1,000 square feet in April.		1	\$750.00	\$750.00	\$600.00	\$600.00	\$3,270.00	\$3,270.00
Total Yearly Price for Outer Loop Phase II			\$14,260.00		\$14,600.00		\$37,585.52	
OPTIONAL SERVICES:								
Traffic Islands – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$325.00		\$270.00		\$1,050.00	
Right of Way – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$100.00		\$180.00		\$400.00	
TOTAL YEARLY PRICE: OUTER LOOP PHASE II (Funding Source: Reinvestment Zone)			\$14,685.00		\$15,050.00		\$39,035.52	

H. OLD WACO RD TRAFFIC ISLANDS & ROW (Intersection of FM 2305 & Old Waco Rd approx 1,700 LF)		Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands – Mow, trim and edge once every two weeks during the growing season (March – November).		20	\$150.00	\$3,000.00	\$75.00	\$1,500.00	\$157.50	\$3,150.00
Right of Way – Mow, trim and edge once every two weeks during the growing season (March – November).		20	\$118.00	\$2,360.00	\$75.00	\$1,500.00	\$52.50	\$1,050.00
Total Yearly Price for OLD WACO ROAD TRAFFIC ISLANDS AND ROW			\$5,360.00		\$3,000.00		\$4,200.00	
OPTIONAL SERVICES:								
Traffic Islands – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$150.00		\$70.00		\$157.50	
Right of Way – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$118.00		\$70.00		\$52.50	
TOTAL YEARLY PRICE: OLD WACO RD TRAFFIC ISLANDS & ROW (Funding Source: Parks & Recreation)			\$5,628.00		\$3,140.00		\$4,410.00	

I. CONNER PARK, DETENTION, DRAINAGE (408 Old Waco Rd, 7 acres)		Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Conner Park & Drainage Channel –Mow, trim and edge once every two weeks during the growing season (March – November). The drainage channel shall be mowed from the top of it to the fence.		20	\$215.00	\$4,300.00	\$240.00	\$4,800.00	\$560.00	\$11,200.00
Detention Pond – Mow once a month during the growing season (March – November). Located at the back of the park.		9	\$70.00	\$630.00	\$70.00	\$630.00	\$105.00	\$945.00
Total Yearly Price for Conner Park			\$4,930.00		\$5,430.00		\$12,145.00	
OPTIONAL SERVICES:								
Conner Park & Drainage Channel – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$215.00		\$220.00		\$560.00	

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

	Green Ackors Landscaping, LLC China Spring, TX	Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX	Lawns Ltd, Inc. Waco, TX
Detention Pond – Mow as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.	\$70.00	\$60.00	\$105.00
TOTAL YEARLY PRICE: CONNER PARK, DETENTION, DRAINAGE (Funding Source: Parks & Recreation)	\$5,215.00	\$5,710.00	\$12,810.00

J. PEPPER CREEK TRL (FM 2305 to detention pond north of McLane Pkwy / approx 19,690 LF)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Pepper Creek Trail – Mow (6' on each side of trail), trim, and edge once every two weeks during the growing season (March – November). Area includes the entrance feature, rest areas, children's play area, decorative rock areas, all bench pads, water outfalls, water crossings and the equipment/pump house (approximately 30' radius from the pump house). Work also includes mowing/trimming along concrete wall @ FM 2305, and mowing on both sides of trail to parking area to the east.	20	\$1,265.00	\$25,300.00	\$460.00	\$9,200.00	\$600.00	\$12,000.00
Pepper Creek Trail – Apply herbicide applications to the rock areas around the dam once per month (March – October).	8	\$120.00	\$960.00	\$90.00	\$720.00	\$225.00	\$1,800.00
Total Yearly Price for Pepper Creek Trail			\$26,260.00		\$9,920.00		\$13,800.00
OPTIONAL SERVICES:							
Pepper Creek Trail – Additional mow, trim and edge additional times as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$1,265.00		\$450.00		\$600.00
Pepper Creek Trail – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work. (OMIT due to Duplication)			\$1,265.00		\$450.00		\$600.00
TOTAL YEARLY PRICE: PEPPER CREEK TRAIL (Funding Source: Reinvestment Zone)			\$27,525.00		\$10,370.00		\$14,400.00

K. OUTER LOOP (OLD HOWARD RD) (Hwy 36 to beyond Central Pointe Pkwy)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands – Mow, trim and edge once every two weeks during the growing season (March – November).	20	\$350.00	\$7,000.00	\$275.00	\$5,500.00	\$840.00	\$16,800.00
Right of Way – Mow to the fence, trim and edge once every two weeks during the growing season (March – November).	20	\$325.00	\$6,500.00	\$275.00	\$5,500.00	\$260.00	\$5,200.00
Planter Beds (at Airport Road and Old Howard Rd) – Pull weeds once every two (2) weeks.	26	\$50.00	\$1,300.00	\$60.00	\$1,560.00	\$125.00	\$3,250.00
Planter Beds (at Airport Road and Old Howard Rd) – The color shall be changed two times per year (1st of April and 1st of October.) Winter color shall be any of the giant pansy varieties (or approve equal) planted in a multi-color pattern. Each plant, in a minimum 4" pot, shall be planted no less than 5" on-center. Late spring, summer and fall color shall be flame leaf begonia (or approved equal) in a minimum 4" pot. Begonias shall be planted no less than 8" on-center. Bed mulch shall be refurbished with each planting to maintain a minimum 2" inch depth coverage. Amend soil each spring with at least 20% cow or turkey manure admixture (mixed to a depth of 8").	2	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$1,800.00	\$3,600.00
Total Yearly Price for Old Howard Road			\$16,000.00		\$13,760.00		\$28,850.00
OPTIONAL SERVICES:							
Traffic Islands – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$350.00		\$250.00		\$735.00
Right of Way – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$325.00		\$250.00		\$380.00
Herbicide Treatment – Treat traffic islands with a broad leaf and grassy weed herbicide in March and July. Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$1,300.00		\$1,000.00		\$4,238.00
Fertilizer Application – Apply a granular 24-7-14 fertilizer to the traffic islands at the rate of 2 lbs. of nitrogen per 1,000 sq ft in April. Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.			\$600.00		\$600.00		\$1,400.00
TOTAL YEARLY PRICE: OUTER LOOP (OLD HOWARD RD) (Funding Source: Reinvestment Zone)			\$18,575.00		\$15,860.00		\$35,603.00

L. AIRPORT PARK (32.11 acres, plus ROW areas)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Airport Park & Right of Way – Mow, trim and edge monthly during the growing season (March – November). Shredding is acceptable at this location.	9	\$785.00	\$7,065.00	\$850.00	\$7,650.00	\$585.00	\$5,265.00
Weeding – The entrance planter shall be weeded every two weeks and mulch added as needed.	26	\$60.00	\$1,560.00	\$60.00	\$1,560.00	\$210.00	\$5,460.00
Total Yearly Price for Airport Park			\$8,625.00		\$9,210.00		\$10,725.00
OPTIONAL SERVICES:							

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

	Green Ackors Landscaping, LLC China Spring, TX	Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX	Lawns Ltd, Inc. Waco, TX
Airport Park & Right of Way – Mow, trim and edge as needed (December – February). Shredding is acceptable at this location. Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.	\$785.00	\$820.00	\$585.00
TOTAL YEARLY PRICE: AIRPORT PARK (Funding Source: Reinvestment Zone)	\$9,410.00	\$10,030.00	\$11,310.00

M. NORTHWEST LOOP 363 & STATE HWY 36 (planter bed maintenance – 4 planters)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
NW Loop 363 Planters – Cut back perennials one time per year.	1	\$625.00	\$625.00	\$500.00	\$500.00	\$720.00	\$720.00
NW Loop 363 Planters – Weeding of beds 2 times per month and mulch added as needed.	26	\$250.00	\$6,500.00	\$190.00	\$4,940.00	\$194.00	\$5,044.00
TOTAL YEARLY PRICE: NW LOOP 363 & STATE HWY 36 (Funding Source: Reinvestment Zone)			\$7,125.00	\$5,440.00			\$5,764.00

N. NORTHWEST LOOP 363 (approx 160 acres)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
NW Loop 363 from IH35 to SH36 R.O.W. (to fence/power lines) and medians - Shred/mow, trim, edge and blow hard surfaces once every two weeks (March - July) (See attached map). Note: Includes detention pond area	11	\$4,400.00	\$48,400.00	\$4,400.00	\$48,400.00	\$11,700.00	\$128,700.00
NW Loop 363 from IH35 to SH36 R.O.W. (to fence/power lines) and medians – Shred/mow, trim, edge and blow hard surfaces once per month (August – Nov) Note: Includes detention pond area	4	\$4,400.00	\$17,600.00	\$4,400.00	\$17,600.00	\$11,700.00	\$46,800.00
Total Yearly Price for Northwest Loop 363			\$66,000.00	\$66,000.00			\$175,500.00
OPTIONAL SERVICES:							
NW Loop 363 – Shred/mow, trim, edge and blow hard surfaces edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work. Includes detention pond area			\$4,400.00	\$4,000.00			\$11,700.00
TOTAL YEARLY PRICE: NORTHWEST LOOP 363 (Funding Source: Reinvestment Zone)			\$70,400.00	\$70,000.00			\$187,200.00

O. CORPORATE WAY ROW (approx 3,800 LF)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Right of Way from McLane Parkway to Old Howard Road – Shred, trim and edge once every two weeks during growing season (March - November).	20	\$138.00	\$2,760.00	\$50.00	\$1,000.00	\$195.00	\$3,900.00
Total Yearly Price for Corporation Way Right of Way			\$2,760.00	\$1,000.00			\$3,900.00
OPTIONAL SERVICES:							
Corporate Way Right of Way – Shred, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required			\$138.00	\$30.00			\$195.00
TOTAL YEARLY PRICE: CORPORATE WAY ROW (Funding Source: Reinvestment Zone)			\$2,898.00	\$1,030.00			\$4,095.00

SECTION #1 TOTAL BID	\$234,521.00	\$162,590.00	\$371,731.23
Exceptions?	Yes	None	None

BID SECTION #2							
A. BEND OF THE RIVER (7195 South General Bruce Dr)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Open Area #A (Approx. 30 Acres) – Mow and trim once every two weeks (March – November).	20	\$300.00	\$6,000.00	\$850.00	\$17,000.00	\$1,260.00	\$25,200.00
Area Around House – Mow, trim and edge once every two weeks (March – November).	20	\$30.00	\$600.00	\$40.00	\$800.00	\$105.00	\$2,100.00
Open Area #B (Approx. 59 Acres) – Mow and trim once every two weeks (March – November).	20	\$600.00	\$12,000.00	\$1,630.00	\$32,600.00	\$1,575.00	\$31,500.00
Total Yearly Price for Bend O' the River			\$18,600.00		\$50,400.00		\$58,800.00
OPTIONAL SERVICES:							
Open Area #A – Mow and trim as needed (December – February). Notice for the need of this work will be given by the City of Temple with at least a five day notice of required work.			\$300.00		\$800.00		\$1,260.00
Area around house – Mow, trim and edge as needed (December – February). Notice for the need of this work will be given by the City of Temple with at least a five day notice of required work.			\$30.00		\$30.00		\$105.00

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

	Green Ackors Landscaping, LLC China Spring, TX	Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX	Lawns Ltd, Inc. Waco, TX
Open Area #B – Mow and trim as needed (December – February). Shredding is acceptable in this section. Notice for the need of this work will be given by the City of Temple with at least a five day notice of required work.	\$600.00	\$1,600.00	\$1,575.00
TOTAL YEARLY PRICE: BEND OF THE RIVER (Funding Source: Parks & Recreation)	\$19,530.00	\$52,830.00	\$61,740.00

B. WALKING TRAIL: MIDWAY TRAIL	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Walking Trail on Midway Drive from Las Cruces to Bonham School – Mow (from curb to property line), trim, edge and blow hard surfaces once every two weeks (March – November)	20	\$175.00	\$3,500.00	\$160.00	\$3,200.00	\$315.00	\$6,300.00
TOTAL YEARLY PRICE: WALKING TRAIL: MIDWAY TRAIL (Funding Source: Parks & Recreation)		\$3,500.00		\$3,200.00		\$6,300.00	

C. PAMPAS GRASS PLANTER AREAS (Loop 363 @ IH 35 Intersection)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Pampas Grass Planter Areas (4) – Weed every two weeks (March – November) and once a month (December – February). Herbicide can be used in lieu of weed eating or pulling weeds.	23	\$275.00	\$6,325.00	\$350.00	\$8,050.00	\$750.00	\$17,250.00
Total Yearly Price for Pampas Grass Planter Areas		\$6,325.00		\$8,050.00		\$17,250.00	
OPTIONAL SERVICES:							
Pampas Grass Planter Areas (4) – Cut back pampas grass and haul off debris, with the time agreed to by City staff. Notice for the need of this work will be given by the City of Temple with at least a two week notice of required work.		\$6,325.00		\$4,000.00		\$3,600.00	
TOTAL YEARLY PRICE: PAMPAS GRASS PLANTER AREAS (Funding Source: Parks & Recreation)		\$12,650.00		\$12,050.00		\$20,850.00	

D. W AVENUE R & 25th ST AREA LANDSCAPING (traffic islands, planter beds, and ROW on Avenue R from 17th St to S&W West Loop Rd; and 23rd St ROW in the vicinity of Ralph Wilson Youth Club and the elevated water tank)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands – Mow, trim, and edge once every two weeks during the growing season (March – November).	20	\$300.00	\$6,000.00	\$95.00	\$1,900.00	\$220.00	\$4,400.00
Right of Way – Mow, trim, and edge once every two weeks during the growing season (March – November).	20	\$240.00	\$4,800.00	\$95.00	\$1,900.00	\$50.00	\$1,000.00
Planter Areas – Weed every two weeks and mulch added as needed.	26	\$60.00	\$1,560.00	\$95.00	\$2,470.00	\$338.00	\$8,788.00
Total Yearly Price for Avenue R and 25th Street Area Landscaping		\$12,360.00		\$6,270.00		\$14,188.00	
OPTIONAL SERVICES:							
Avenue R and South 25 th Traffic Islands and ROW – Mow, trim, and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$540.00		\$160.00		\$50.00	
TOTAL YEARLY PRICE: W AVENUE R & 25TH ST AREA LANDSCAPING (Funding Source: Reinvestment Zone)		\$12,900.00		\$6,430.00		\$14,238.00	

E. FRIAR'S CREEK TRAIL (South 5th St to Avenue R- approx 4,369 LF)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Friar's Creek Trail – Mow each side of trail (to lesser of (a) property line/natural boundary or (b) 10 feet) and shaded areas (see attached map), trim, and edge once every two weeks during the growing season (March – November). Includes the park nodes/seating areas, lighting fixtures, water fountains, trash cans and trail markers.	20	\$540.00	\$10,800.00	\$375.00	\$7,500.00	\$280.00	\$5,600.00
Friar's Creek Trail – Water Feature Area – The entire area around the Water Feature shall be mowed, trimmed and edged once every two weeks during the growing season (March – November). This area is bound by the trail to the east, the seating areas to the north and south and the proposed street location to the west.	20	\$70.00	\$1,400.00	\$65.00	\$1,300.00	\$90.00	\$1,800.00
Friar's Creek Trail – Planter Areas – All planter areas shall be weeded every two weeks and mulch added as needed.	26	\$70.00	\$1,820.00	\$75.00	\$1,950.00	\$892.30	\$23,199.80
Total Yearly Price for Friar's Creek Trail		\$14,020.00		\$10,750.00		\$30,599.80	
OPTIONAL SERVICES:							
Friar's Creek Trail – Additional mow, trim and edge additional times as needed (March – November). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$540.00		\$350.00		\$280.00	

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

	Green Ackors Landscaping, LLC China Spring, TX	Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX	Lawns Ltd, Inc. Waco, TX
Friar's Creek Trail – Mow, trim and edge additional times as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.	\$540.00	\$350.00	\$280.00
TOTAL YEARLY PRICE: FRIAR'S CREEK TRAIL (Funding Source: Reinvestment Zone)	\$15,100.00	\$11,450.00	\$31,159.80

F. S AVENUE U AND 13TH ST EXTENSION TRAFFIC CIRCLE & ROW (Avenue U from Scott & White Blvd to South 1st St; and 13th St from Avenue U south to the Greenbrier Park Apartments property line)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Circle and All Right of Way Areas – Mow, trim and edge once every two weeks during the growing season (March – November).	20	\$500.00	\$10,000.00	\$225.00	\$4,500.00	\$105.00	\$2,100.00
Total Yearly Price for Avenue U and 13th Street Extension Traffic Circle and Right of Way		\$10,000.00		\$4,500.00		\$2,100.00	
OPTIONAL SERVICES:							
Traffic Circle and All Right of Way Areas – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$500.00		\$200.00		\$105.00	
TOTAL YEARLY PRICE: S AVENUE U AND 13TH ST EXTENSION TRAFFIC CIRCLE & ROW (Funding Source: Reinvestment Zone)		\$10,500.00		\$4,700.00		\$2,205.00	

G. SOUTH 1ST STREET LANDSCAPING (traffic islands, planter beds and ROW from the Temple College elevated pedestrian walkway north to Avenue U)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Traffic Islands – Mow, trim and edge once every two weeks during the growing season (March – November).	20	\$25.00	\$500.00	\$40.00	\$800.00	\$55.00	\$1,100.00
Right of Way – Mow from curb to planter bed or edge of sidewalk, trim and edge once every two weeks during the growing season (east side only) (March – November).	20	\$100.00	\$2,000.00	\$55.00	\$1,100.00	\$131.25	\$2,625.00
Planter Areas – Weed every two weeks and mulch added as needed.	26	\$175.00	\$4,550.00	\$150.00	\$3,900.00	\$233.00	\$6,058.00
Total Yearly Price for South 1st Street Landscaping		\$7,050.00		\$5,800.00		\$9,783.00	
OPTIONAL SERVICES:							
South 1st Street Traffic Islands and ROW – Mow, trim and edge as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$125.00		\$90.00		\$186.25	
TOTAL YEARLY PRICE: SOUTH 1ST STREET LANDSCAPING (Funding Source: Reinvestment Zone)		\$7,175.00		\$5,890.00		\$9,969.25	

H. PULLMAN PLACE BLVD TRAFFIC ISLANDS	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Island #1 – Weed landscaped island once every two weeks and mulch added as needed.	26	\$40.00	\$1,040.00	\$40.00	\$1,040.00	\$55.00	\$1,430.00
Islands #2, #3 and #4 – Mow, trim, edge and blow hard surfaces once every two weeks (March – November).	20	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$78.75	\$1,575.00
Total Yearly Price for Pullman Place Boulevard Traffic Islands		\$2,040.00		\$2,140.00		\$3,005.00	
OPTIONAL SERVICES:							
Pullman Place Boulevard Traffic Islands –Mow, trim, edge and blow hard surfaces on Islands #2, #3 and #4 as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$50.00		\$50.00		\$78.75	
TOTAL YEARLY PRICE: PULLMAN PLACE BLVD TRAFFIC ISLANDS (Funding Source: Parks & Recreation)		\$2,090.00		\$2,190.00		\$3,083.75	

I. SOUTH 1ST STREET PLANTERS	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Planter Beds on the West Side of South 1st Street from Avenue F to Avenue M – Weed beds once every two weeks, trim shrubs and trees to provide clear vision for motorists, remove litter/debris from beds and mulch added as needed (March – November).	20	\$90.00	\$1,800.00	\$55.00	\$1,100.00	\$342.38	\$6,847.60

**Tabulation of Bids Received
on August 10, 2017 @ 2:00 p.m.
Mowing and Maintenance Services
BID# 35-01-18**

		Green Ackors Landscaping, LLC China Spring, TX	Heart of Texas Landscape & Irrigation Co. Inc. Belton, TX	Lawns Ltd, Inc. Waco, TX
Planter Beds on the West Side of South 1 st Street from Avenue F to Avenue M – Weed beds once per month, trim shrubs and trees to provide clear vision for motorists, remove litter/debris from beds and mulch added as needed (December – February).	3	\$90.00	\$270.00	\$50.00 \$150.00 \$425.00 \$1,275.00
Total Yearly Price for South 1st Street Planters		\$2,070.00	\$1,250.00	\$8,122.60
OPTIONAL SERVICES:				
Planter Beds on the West Side of South 1st Street from Avenue F to Avenue M – Additional weed beds, trim shrubs and trees to provide clear vision for motorists, remove litter/debris from beds and mulch added as needed. Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$90.00	\$50.00	\$342.38
TOTAL YEARLY PRICE: SOUTH 1ST STREET PLANTERS (Funding Source: Parks & Recreation)		\$2,160.00	\$1,300.00	\$8,464.98

J. 24TH STREET OVERPASS	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
24 th Street Overpass – Mow the 4 sloped areas and trim guardrail once every two weeks (April – June).	6	\$165.00	\$990.00	\$160.00	\$960.00	\$822.50	\$4,935.00
24 th Street Overpass – Mow the 4 sloped areas and trim guardrail one time per month (July – November).	5	\$165.00	\$825.00	\$160.00	\$800.00	\$703.50	\$3,517.50
Total Yearly Price for 24th Street Overpass		\$1,815.00	\$1,760.00	\$8,452.50			
OPTIONAL SERVICES:							
24 th Street Overpass – Mow the 4 sloped areas and trim guardrail as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$165.00	\$150.00	\$507.50			
TOTAL YEARLY PRICE: 24TH STREET OVERPASS (Funding Source: Parks & Recreation)		\$1,980.00	\$1,910.00	\$8,960.00			

K. MLK FESTIVAL GROUNDS (approx 13.8 acres)	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
MLK Festival Grounds Site – Mow, trim, edge and blow hard surfaces once every two weeks (March - November).	20	\$150.00	\$3,000.00	\$300.00	\$6,000.00	\$1,260.00	\$25,200.00
Total Yearly Price for MLK Festival Grounds		\$3,000.00	\$6,000.00	\$25,200.00			
OPTIONAL SERVICES:							
MLK Festival Grounds Site – Mow, trim, edge and blow hard surfaces as needed (December – February). Notification of the need for this work shall be given by the City of Temple with at least a five day notice of required work.		\$150.00	\$280.00	\$1,260.00			
TOTAL YEARLY PRICE: MLK FESTIVAL GROUNDS (Funding Source: Reinvestment Zone)		\$3,150.00	\$6,280.00	\$26,460.00			

L. DOWNTOWN AREA PLANTER POTS & CITY HALL FOUNTAIN	Qty	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price	Price Per Cycle	Yearly Price
Downtown Area Planters – Pull weeds once every two weeks and add mulch as needed year round (January – December). The color shall be changed two times per year (1 st of April and 1 st of October.) Winter color shall be any of the giant pansy varieties (or approve equal) planted in a multi-color pattern. Each plant, in a minimum 4" pot, shall be planted no less than 5" on-center. Late spring, summer and fall color shall be flame leaf begonia (or approved equal) in a minimum 4" pot. Begonias shall be planted no less than 8" on-center. Bed mulch shall be refurbished with each planting to maintain a minimum 2" inch depth coverage.	26	\$250.00	\$6,500.00	\$220.00	\$5,720.00	\$175.00	\$4,550.00
TOTAL YEARLY PRICE: DOWNTOWN AREA PLANTER POTS & CITY HALL FOUNTAIN (Funding Source: Reinvestment Zone)		\$6,500.00	\$5,720.00	\$4,550.00			

SECTION #2 TOTAL BID	\$97,235.00	\$113,950.00	\$197,980.78
Exceptions?	Yes	None	None
Credit Check Authorization	Yes	Yes	Yes
Local Preference Declaration	N/A	N/A	N/A
Conflict of Interest Questionnaire	None	None	None

Recommended for Council Award

Omit due to Duplication

RESOLUTION NO. 2017-8792-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICES AGREEMENT WITH HEART OF TEXAS LANDSCAPE & IRRIGATION CO. INC. OF BELTON, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$162,590 FOR MOWING AND MAINTENANCE OF VARIOUS PARKS, TRAILS, ROADWAYS, AND PLANTERS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on August 10, 2017, the City received three bids for the mowing and maintenance of several locations within the City limits – the bid was structured in two awardable sections, with Heart of Texas Landscape & Irrigation Co. Inc. of Belton, Texas providing one of the low bids;

Whereas, the City has done business with Heart of Texas Landscape & Irrigation in the past and finds them to be a responsive and responsible vendor;

Whereas, this services agreement will be for one-year beginning October 1, 2017, with the option for four additional one-year renewals, if agreed to by the City and the vendor;

Whereas, funding for the mowing and maintenance agreement is included in the adopted fiscal year 2018 budget and is split between the Reinvestment Zone Account No. 110-3595-552-2623, and the Parks and Recreation Department, Account No, 110-3500-552-2623; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a services agreement with Heart of Texas Landscape & Irrigation Co., Inc. of Belton, Texas in the estimated annual amount of \$162,590, for the mowing and maintenance of various parks, trails, roadways, and planters for fiscal year 2018.

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 7th day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney

RESOLUTION NO. 2017-8793-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICES AGREEMENT WITH GREEN ACKORS LANDSCAPING, LLC OF CHINA SPRING, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$97,235 FOR MOWING AND MAINTENANCE OF VARIOUS PARKS, TRAILS, ROADWAYS, AND PLANTERS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on August 10, 2017, the City received three bids for the mowing and maintenance of several locations within the City limits – the bid was structured in two awardable sections, with Green Ackors Landscaping, LLC of China Spring, Texas providing one of the low bids;

Whereas, the City has done business with Green Ackors Landscaping in the past and finds them to be a responsive and responsible vendor;

Whereas, this service agreement will be for one-year beginning October 1, 2017, with the option for four additional one-year renewals, if agreed to by the City and each vendor;

Whereas, funding for the mowing and maintenance agreement is included in the adopted fiscal year 2018 budget and is split between the Reinvestment Zone Account No. 110-3595-552-2623, and the Parks and Recreation Department, Account No, 110-3500-552-2623; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a services agreement with Green Ackors Landscaping, LLC of China Spring, Texas in the estimated annual amount of \$97,235, for the mowing and maintenance of various parks, trails, roadways, and planters for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-1)
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 purchase agreement for liquid polyaluminum chloride for FY2018 with GEO Specialty Chemicals, Inc. of Little Rock, AR, in the estimated annual amount of \$330,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this purchase agreement will allow for the continued purchase of liquid polyaluminum chloride (PAC) suitable for treatment of potable water for both the conventional and membrane water treatment plants during FY2018 from GEO Specialty Chemicals, Inc. (GEO). In FY2015, PAC was introduced as a new chemical at the City's water treatment plants to reduce the use of liquid aluminum sulfate blend chemicals and caustic soda, and to reduce sludge generation.

On September 17, 2015, Council awarded an annual purchase agreement to GEO for the purchase of PAC at a cost of 20.94¢ and 18.9¢ per wet pound for specially blended PAC for the conventional and membrane plants, respectively. On September 1, 2016, the City Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2017. The original bid allowed for four additional one-year extensions, assuming City staff considers the performance by GEO and their product to be satisfactory, and staff deems the product prices to still be a good value. 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.

Based on staff's review of these renewal criteria, it is staff's recommendation to award a one-year extension to the PAC purchase agreement with GEO. This will be the second one-year renewal authorized under this contract, with two years remaining.

FISCAL IMPACT: Funding for water treatment plant chemicals are included in the adopted FY2018 Budget in account 520-5100-535-2118, Chemicals/Compressed Gas, in the amount of \$920,700, of which it is expected that approximately \$330,000 will be used to purchase liquid polyaluminum chloride.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8794-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH GEO SPECIALTY CHEMICALS, INC. OF LITTLE ROCK, ARKANSAS IN AN ESTIMATED ANNUAL AMOUNT OF \$330,000, FOR LIQUID POLYALUMINUM CHLORIDE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, liquid polyaluminum chloride (PAC) is suitable for treatment of potable water for both the conventional and membrane water treatment plants - PAC was introduced in fiscal year 2015 as a new chemical at the City's water treatment plants to reduce the use of liquid aluminum sulfate blend chemicals and caustic soda, and to reduce sludge generation;

Whereas, on September 17, 2015, Council awarded an annual purchase agreement to GEO for the purchase of PAC at a cost of 20.94¢ and 18.9¢ per wet pound for specially blended PAC for the conventional and membrane plants - on September 1, 2016, Council authorized a one-year renewal to that agreement which expires September 30, 2017;

Whereas, the original bid allowed for four additional one-year renewals, assuming Staff considers the performance by GEO and their product to be satisfactory - Staff deems the product prices to still be a good value for the City;

Whereas, in order to renew the agreement, the vendor must agree to hold its prices firm for an additional year, which it are willing to do;

Whereas, Staff recommends Council authorize a one-year renewal to the purchase agreement with GEO Specialty Chemicals, Inc. of Little Rock, Arkansas, in the estimated annual amount of \$330,000 - this is the second one-year renewal authorized under this agreement, with two renewals remaining;

Whereas, funding for water treatment plant chemicals is included in the adopted fiscal year 2018 budget in Account No. 520-5100-535-2118; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with GEO Specialty Chemicals, Inc. of Little Rock, Arkansas in the estimated annual amount of \$330,000, for the purchase of liquid polyaluminum chloride for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-2)
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 a services agreement for water meter reading services for FY2018 with Alexander's Contract Services, Inc. of Atascadero, CA, in an estimated annual amount of \$270,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this agreement will continue to provide contracted monthly water metering services by Alexander's Contract Services, Inc. (Alexander's) at a rate of 79¢ per meter read for FY2018. Alexander's currently reads substantially all of the City's water meters monthly.

On May 2, 2013, the City Council authorized a 2.5-year agreement with Alexander's for water meter reading services, and on September 3, 2015, and September 1, 2016, the City Council authorized a 1-year extension to this agreement. The current contract will expire September 30, 2017. The original bid allows for three 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 will be the third and final annual renewal.

FISCAL IMPACT: Funding for contracted water meter reading services is included in the adopted FY2018 Budget in account 520-5300-535-2623, Other Contracted Services, in the amount of \$270,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8795-R

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 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on May 2, 2013, Council authorized a 2 1/2 year services agreement with Alexander's Contract Services, Inc. of Atascadero, California, for water meter reading services;

Whereas, on September 30, 2015 and September 1, 2016, Council authorized one-year renewals to this agreement and the current contract expires September 30, 2017;

Whereas, the original bid allowed for three 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 Alexander's and recommends Council authorize a one-year renewal to the services agreement - this is the third and final renewal available under this agreement;

Whereas, funding for contracted water meter reading services is included in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal 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 for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-3)
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 for FY2018 with S&M Vacuum and Waste, Ltd. of Killeen in the estimated annual amount of \$210,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this services agreement will provide continued hauling and disposal of sludge from the City's Membrane and Conventional Water Treatment Plants during FY2018 at a rate of 3¢ per gallon. The hauling and disposal of sludge varies seasonally depending on water production and the turbidity of the raw water in the river.

On September 1, 2016, the City Council authorized a services agreement with S&M Vacuum and Waste, Ltd. for the hauling and disposal of sludge. The current contract will expire on September 30, 2017. The original bid allowed for four 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 service provided by S&M Vacuum and Waste, Ltd. and recommends that Council authorize an extension to the services agreement. This will be the first one-year renewal authorized under this contract, with three years remaining.

FISCAL IMPACT: Funding for water treatment plant sludge maintenance is included in the adopted FY2018 Budget in account 520-5100-535-2338, Maintenance Contract, in the amount of \$370,300, of which it is expected that approximately \$210,000 will be used to fund the sludge maintenance.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8796-R

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 \$210,000, FOR THE HAULING AND DISPOSAL OF SLUDGE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 1, 2016, the City Council authorized a services agreement with S&M Vacuum and Waste, Ltd. for the hauling and disposal of sludge from the City's Membrane and Conventional Water Treatment Plants during fiscal year 2018 at a rate of 3¢ per gallon;

Whereas, the current agreement expires September 30, 2017 – the original bid allowed for four additional one-year renewals in which the vendor must agree to hold its prices firm for an addition year, which it is willing to do;

Whereas, Staff is pleased with the service provided by S&M Vacuum and Waste, Ltd. and recommends Council authorize a one-year renewal to the services agreement;

Whereas, this renewal will be the first one-year renewal authorized under this agreement, with three one-year renewals remaining;

Whereas, funding for the water treatment plant sludge maintenance is included in the adopted fiscal year 2018 budget 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 the estimated annual amount of \$210,000, for the hauling and disposal of sludge.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-4)
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 a services agreement for the processing of utility bills and accounts receivable statements for FY2018 with DataProse, LLC of Coppell, in the estimated annual amount of \$188,870.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this services agreement will provide continued processing of the City's utility bills and account receivable statements by DataProse, LLC during FY2018.

On September 1, 2016, the City Council authorized a services agreement with DataProse, LLC for the processing of approximately 29,000 utility statements and delinquency notices per month for the Utility Business Office and approximately 400 accounts receivable statements per month for the Finance Office. The current contract will expire on September 30, 2017. The original bid allowed for four 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 cost for the mailing services will be as follows:

Statement Processing/Printing/Paper/Envelopes	\$.09 per statement
Second Side Printing (optional)	\$.04 per statement
Inserting Extra Items with Statement	\$.005 per page
Presorted Postage Rate	\$.376 (billed based on 'actual' USPS rates)

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

FISCAL IMPACT: It is estimated that \$188,870 will be needed to fulfill this contract in FY2018. Funding in the amount of \$180,000 is included in the FY2018 Budget in account 520-5800-535-2623, Other Contract Services, for utility bill printing and processing, and an additional \$8,870 is included in account 110-1200-515-2128 for Accounts Receivable statements.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8797-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH DATAPROSE, LLC OF COPPELL, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$188,870, FOR THE PROCESSING OF UTILITY BILLS AND ACCOUNTS RECEIVABLE STATEMENTS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Utility Business Office generates approximately 29,000 utility statements and delinquency notices per month, and the Finance Department generates approximately 400 accounts receivable statements per month;

Whereas, on September 1, 2016, Council authorized a services agreement with DataProse, LLC for the processing of utility bills and accounts receivable statements – the services agreement expires September 30, 2017;

Whereas, the original bid allowed for four additional one-year renewals in which 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 DataProse, LLC and recommends that Council authorize a one-year renewal to the services agreement – this will be the first one-year renewal authorized under this contract, with three renewals remaining;

Whereas, funding is available in the adopted fiscal year 2018 budget in Account No. 520-5800-535-2623 and Account No. 110-1200-515-2128; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with DataProse, LLC of Coppell, Texas in the estimated annual amount of \$188,870, for the processing of utility bills and accounts receivable statements for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-5)
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 a construction contract for concrete repair and construction services for FY2018 with Wilson Construction Services, LLC of Belton in the estimated annual amount of \$150,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this construction contract will provide continued as-needed concrete repair and construction services by Wilson Construction Services, LLC during FY2018.

On September 15, 2016, the City Council authorized a construction contract for concrete repair and construction to Wilson Construction Services, LLC. The current contract will expire on September 30, 2017. The original bid allowed for four 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.

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. Accordingly, staff recommends that Council authorize an extension to the construction contract. This will be the first renewal available under this contract, with three years remaining.

FISCAL IMPACT: Each department with concrete repair and construction needs has budgeted for this construction service in the adopted FY2018 Budget. Staff estimates an annual expenditure of \$150,000 under this contract based on FY2017 expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8798-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE CONSTRUCTION CONTRACT WITH WILSON CONSTRUCTION SERVICES, LLC OF BELTON, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$150,000, FOR CONCRETE REPAIR AND CONSTRUCTION SERVICES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 15, 2016, Council authorized a construction contract for concrete repair and construction with Wilson Construction Services, LLC which expires September 30, 2017;

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, the original bid allowed for four additional one-year renewals in which the vendor must agree to hold their prices firm for an additional year, which it is willing to do;

Whereas, Staff recommends Council authorize a one-year renewal to the construction contract with Wilson Construction - this will be the first renewal available under this contract, with three years remaining;

Whereas, each department with concrete repair and construction needs has budgeted for these services in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the construction contract with Wilson Construction Services, LLC of Belton, Texas in the estimated amount of \$150,000, for concrete repair and construction services.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-6)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kenny Henderson, Transportation Director
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for aggregate base for FY2018 with Heartland Quarries, LLC dba Heartland Aggregates (formerly known as Superior Crushed Stone) of Austin in the estimated annual amount of \$120,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this agreement will allow for the continued purchase of aggregate base from Heartland Aggregates during FY2018.

On September 17, 2015, Council authorized an annual purchase agreement for aggregate base with Superior Crushed Stone (now known as Heartland Aggregates) at a cost of \$11.50 per ton for delivered base and \$5.50 per ton for base picked up by City staff. On September 1, 2016, the Council authorized a one-year extension to the contract. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 aggregate base and service provided by Heartland Aggregates and believe the current pricing 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: Aggregate base is ordered on an as-needed basis. Departments have budgeted for this material in the adopted FY2018 Budget. Staff estimates an annual expenditure of \$120,000 under this contract based on FY2017 expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8799-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH HEARTLAND QUARRIES, LLC DBA HEARTLAND AGGREGATES (FORMERLY KNOWN AS SUPERIOR CRUSHED STONE) OF AUSTIN, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$120,000, FOR AGGREGATE BASE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 17, 2015, Council authorized an annual purchase agreement for aggregate base with Superior Crushed Stone (now known as Heartland Aggregates), at a cost of \$11.50 per ton for delivered base and \$5.50 per ton for base picked up by City Staff;

Whereas, on September 1, 2016, Council authorized a one-year renewal to the contract - the current agreement expires September 30, 2017;

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 pleased with the aggregate base and service provided by Heartland Aggregates and believes that the prices offered are still a good value to the City;

Whereas, Staff recommends Council authorize a one-year renewal to the purchase agreement with Heartland Quarries, LLC dba Heartland Aggregates - this will be the second renewal available under this agreement, with two renewals remaining;

Whereas, aggregate base is ordered on an "as-needed" basis and departments have budgeted for this material in the fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Heartland Quarries, LLC dba Heartland Aggregates (formerly known as Superior Crushed Stone) of Austin, Texas, in the estimated annual amount of \$120,000, for the purchase of aggregate base for fiscal year 2018.

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 **7th** day of **September**, 2017.

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

09/07/17
Item # 4(JJ-7)
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 renewals to annual purchase agreements for the purchase of library books, DVD's, and books on CD for FY2018 with Baker & Taylor, Inc. of Charlotte, NC, Brodart Co. of Williamsport, PA, and Scholastic Library Publishing, Inc. of Danbury, CT, 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 and books on CD.

On September 4, 2014, September 3, 2015, and September 1, 2016, Council authorized one-year extensions to these agreements. The current purchase agreements expire on September 30, 2017. The original bid allowed for four additional one-year extensions. 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. A summary of the pricing and distribution of awards by vendor is as follows:

	<u>Primary Award</u>	<u>Secondary Award</u>
General Trade Books	Brodart, 46.5%*	Baker & Taylor, 45.0%
Paper Backs, Mass Market	Baker & Taylor, 40.8%	Brodart, 40.0%*
Paper Backs, Trade	Baker & Taylor, 40.8%	Brodart, 40.0%*
Paper Backs, Pre-Bound	Brodart, 23.0%	Baker & Taylor, 15.0%
Library Bindings	Scholastic Lib, 30.0%	Baker & Taylor, 24.1%
Books on CD, Abridged	Baker & Taylor, 45.6%	Brodart, 45.0%
Books on CD, Unabridged	Baker & Taylor, 45.6%	Brodart, 45.0%
DVD's	Baker & Taylor, 31.6%	Brodart, 15.0%
Compact Discs	Baker & Taylor, 27.1%	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 fourth and final annual renewal.

FISCAL IMPACT: Funding for the purchase of library books, DVD's and books on CD is included in the adopted FY2018 Budget in the following accounts: 110-4000-555-2225, Books & Periodicals; 110-4000-555-2226, Reference Books; 110-4000-555-2522, Micro Film/Audio Visual. Estimated expenditure under these purchase agreements is based on historical expenditures of \$105,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8800-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ONE-YEAR RENEWALS TO THE PURCHASE AGREEMENTS WITH VARIOUS VENDORS, IN THE ESTIMATED ANNUAL AMOUNT OF \$105,000, FOR THE PURCHASE OF LIBRARY BOOKS, DVDS, AND BOOKS ON CD FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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, and books on CD;

Whereas, on September 4, 2014, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to these agreements which expire September 30, 2017;

Whereas, the original bid allowed for four additional one-year renewals 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 renewals to their purchase agreements - this will be the fourth and final renewal authorized under these agreements;

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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute one-year renewals 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, and books on CD for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-8)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing one-year renewals to purchase agreements for various forms of rock and top soil during FY2018 with the following vendors in the estimated annual amount of \$104,000:

Heartland Quarries, LLC of Austin	\$60,000
Cheaper Than Dirt of Temple	\$40,000
Miller Springs Materials of Belton	\$ 4,000

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of these purchase agreements will allow for the continued purchase of various forms of rock and top soil from Heartland Quarries, LLC dba Heartland Aggregates (formerly known as Superior Crushed Stone), Cheaper Than Dirt, and Miller Springs Materials during FY2018.

On October 1, 2015, Council awarded annual purchase agreements to Heartland Aggregates (formerly known as Superior Crushed Stone), Cheaper Than Dirt, and Miller Springs Materials for various forms of rock and top soil. On September 15, 2016 Council authorized one-year extensions to these agreements. The current agreements will expire on September 30, 2017. The original bid allowed for four additional one-year extensions. In order to renew the agreement, each vendor must agree to hold their prices firm for an additional year, which they are all willing to do. This will be the second one-year renewal authorized under this agreement, with two years remaining.

The detailed pricing is as follows:

	<u>Picked Up</u>	<u>Delivered</u>
Superior Crushed Stone:		
Concrete Sand (per ton)	\$ 12.00	\$ 14.00
Rock 1-1/4" - 1-1/2" (per ton)	\$ 13.00	\$ 23.00
Washed Rock 1" - 1-1/4" (per ton)	\$ 13.00	\$ 23.00
24" Rip Rap Rock (per ton)	\$ 28.00	\$ 42.00
Quality Top Soil (per CY)	\$ 15.00	\$ 15.00
Pulverized Top Soil (per CY)	\$ 18.00	\$ 18.00

	<u>Picked Up</u>	<u>Delivered</u>
Cheaper Than Dirt:		
Pea Gravel (per ton)	\$ 25.00	\$ 28.75
Miller Springs Material:		
Crusher Fines (per ton)	\$ 3.25	\$ 8.75
5/16"-3/8" Type F Crushed Rock (per ton)	\$ 10.00	\$ 15.50
3" x 5" Construction Rock (per ton)	\$ 9.75	\$ 15.25

FISCAL IMPACT: These products will be ordered on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2018 Budget. Estimated annual expenditure based on historical expenditures: \$104,000.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2017-8801-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENTS WITH VARIOUS VENDORS IN THE ESTIMATED ANNUAL AMOUNT OF \$104,000, FOR VARIOUS FORMS OF ROCK AND TOP SOIL FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 1, 2015, Council awarded annual purchase agreements to Heartland Quarries, LLC dba Heartland Aggregates (formerly known as Superior Crushed Stone), Cheaper Than Dirt, and Miller Springs Material for various forms of rock and top soil;

Whereas, on September 15, 2016, Council authorized one-year renewals to these agreements which expire September 30, 2017 - the original bid allowed for four additional one-year renewals and in order to renew the agreement, each vendor must agree to hold its prices firm for an additional year, which each is willing to do;

Whereas, this will be the second one-year renewal authorized under the agreements, with two renewals remaining;

Whereas, various forms of rock and top soil are purchased on an as needed basis and departments which utilize this product have budgeted for these materials in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute one-year renewals to the annual purchase agreements with the following vendors, in the estimated annual amount of 104,000, for the purchase of various forms of rock and top soil:

- Heartland Aggregates of Austin, Texas (\$60,000);
- Cheaper Than Dirt of Temple, Texas (\$40,000); and
- Miller Springs Material of Belton, Texas (\$4,000).

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-9)
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 electric motor and pump repair services for FY2018 with Evans Enterprises, Inc. of Waco in the estimated annual amount of \$100,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this services agreement will provide continued electric motor and pump repair services at the water treatment plants, booster pump stations, golf course, and water recreational facilities by Evans Enterprises, Inc. during FY2018.

On October 15, 2015, the City Council authorized a services agreement with Evans Enterprises, Inc. for electric motor and pump repair services on an as-needed basis using a fixed rate guarantee for materials and labor as follows:

Material markup over cost	15%
Shop Labor	\$45/hour
Field Labor	\$60/hour

On September 1, 2016, Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2017. The original bid allowed for four 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 satisfied with the services provided by Evans Enterprises, Inc. and recommends that 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: The adopted FY2018 Budgets for the Water Treatment Plant and Parks include funding for pump and motor repairs within their repairs & maintenance accounts. Estimated annual expenditure based on historical expenditures: \$100,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8802-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH EVANS ENTERPRISES, INC, OF WACO, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$100,000, FOR ELECTRIC MOTOR AND PUMP REPAIR SERVICES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 15, 2015, Council authorized a services agreement with Evans Enterprises, Inc. of Waco, Texas for electric motor and pump repair services on an as-needed basis using a fixed rate guarantee for materials and labor;

Whereas, on September 1, 2016, Council authorized a one-year renewal to the contract which expires September 30, 2017 - the original bid allowed for four additional one-year renewals 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;

Whereas, Staff has been satisfied with the services provided by Evans Enterprises, Inc. and recommends Council authorize a one-year renewal to the contract - this will be the second one-year renewal authorized under this contract, with two renewals remaining;

Whereas, the Water Treatment Plant and the Parks and Recreation Department have budgeted for pump and motor repairs within their fiscal year 2018 budgets; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the annual services agreement with Evans Enterprises, Inc., of Waco, Texas in the estimated annual amount of \$100,000, for electric motor and pump repair services for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-10)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a construction contract for HVAC maintenance and repair services for FY2018 with Temple Heat & Air, LLC of Temple in the estimated annual amount of \$100,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization of this contract will allow for continued HVAC maintenance and repair services by Temple Heat & Air during FY2018.

On September 4, 2014, the City Council authorized an annual contract with Temple Heat & Air, LLC 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

On September 3, 2015, and September 1, 2016, Council authorized a one-year extension to the contract. The current contract will expire on September 30, 2017.

Staff is satisfied with the services provided by Temple Heat & Air and recommends Council authorize an extension to the contract. This will be the third one-year renewal authorized under this contract, with one year 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 \$100,000 will be expended for HVAC repair and maintenance services in FY2018.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8803-R

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 \$100,000, FOR HVAC MAINTENANCE AND REPAIR SERVICES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 4, 2014, 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, on September 3, 2015 and September 1, 2016, Council authorized one-year renewals to the contract which will expire September 30, 2017;

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

Whereas, repairs are ordered on an as-needed basis and each department has budgeted for HVAC repair services in their fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 \$100,000, for HVAC maintenance and repair services.

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 7th day of **September**, 2017.

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

09/07/17
Item # 4(JJ-11)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kenny Henderson, Transportation Director
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreements for FY2018 with the following traffic signal equipment & supply vendors in the estimated annual amount of \$100,000:

McCain Inc. of Vista, California
MoboTrex, Inc. of Davenport, Iowa
Traffic Parts, Inc. of Spring
Paradigm Traffic Systems, Inc. of Arlington
TrafficWare Group, Inc. of Sugar Land
Iteris, Inc. of Los Angeles, CA

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of these purchase agreements will allow for the continued purchase of as-needed traffic signal equipment & supplies for the City's Traffic Signal division during FY2018.

On September 15, 2016, Council authorized an annual purchase agreement for traffic signal equipment & supplies with McCain Inc. of Vista, California, MoboTrex, Inc. of Davenport, Iowa, Traffic Parts, Inc. of Spring, Paradigm Traffic Systems, Inc. of Arlington, TrafficWare Group, Inc. of Sugar Land, and Iteris, Inc. of Los Angeles, CA. The current agreements will expire on September 30, 2017.

The original bid allowed for four additional one-year extensions. In order to renew the agreement, the awarded 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 15, 2016, Council Agenda Item Memorandum.

Staff is pleased with the traffic signal equipment & supplies provided by the various awarded vendors and believes the prices are still a good value. Accordingly, staff recommends Council authorizes one-year extensions to the agreements. This will be the first renewal available under this agreements, with three years remaining.

FISCAL IMPACT: Funding in the amount of \$37,450 is included in the adopted FY2018 Budget in account 110-2800-532-2334 for traffic signal repairs & maintenance. In addition, it is anticipated that many of these supplies will be used in capital projects that will be funded with project-specified funds.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8804-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO PURCHASE AGREEMENTS WITH VARIOUS SIGNAL AND TRAFFIC CONTROL SUPPLY VENDORS, IN THE ESTIMATED ANNUAL AMOUNT OF \$100,000, FOR SIGN AND TRAFFIC CONTROL SUPPLIES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 15, 2016, Council authorized various annual purchase agreements for traffic signal equipment & supplies with McCain Inc. of Vista, California, MoboTrex, Inc. of Davenport, Iowa, Traffic Parts, Inc. of Spring, Texas, Paradigm Traffic Systems, Inc. of Arlington, Texas, TrafficWare Group, Inc. of Sugar Land, Texas, and Iteris, Inc. of Los Angeles, California – these current agreements expire September 30, 2017;

Whereas, the original bid allowed for four additional one-year renewals and in order to renew these agreements, the awarded vendor must agree to hold their prices firm for an additional year which all are willing to do;

Whereas, Staff is pleased with the traffic signal equipment & supplies provided by the various awarded vendors and believes the prices are still a good value for the City;

Whereas, Staff recommends Council authorize one-year renewals to the various agreements for sign and traffic control supplies - this will be the first renewal available under this agreements, with three renewals remaining;

Whereas, funding for sign and traffic control supplies are included in the fiscal year 2018 adopted budget, in Account No. 110-2800-532-2334; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute one-year renewals to the annual purchase agreements with the following vendors, for sign and traffic control supplies, in the estimated annual amount of \$100,000:

- McCain Inc. of Vista, California;
- MoboTrex, Inc. of Davenport, Iowa;
- Traffic Parts, Inc. of Spring, Texas;
- Paradigm Traffic Systems, Inc. of Arlington, Texas;
- TrafficWare Group, Inc. of Sugar Land, Texas; and
- Iteris, Inc. of Los Angeles, California.

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 **7th** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(JJ-12)
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 a professional services agreement for public infrastructure construction materials testing for FY2018 with Langerman Foster Engineering Company, LLC of Waco 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 continued construction materials testing services by Langerman Foster Engineering Company, LLC (LFE) during FY2018 for all infrastructure projects, both City-initiated and subdivision-related.

On September 1, 2016, the City Council authorized a professional services agreement with LFE for construction material testing that includes, but 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 agreement will expire on September 30, 2017. The original agreement allowed for four additional one-year extensions. In order to renew the agreement, LFE must agree to hold their prices firm for an additional year, which they are willing to do. The detailed price list is attached to the September 1, 2016, Council Agenda Item Memorandum. Staff is satisfied with the services provided by LFE and recommends that Council authorize an extension to the professional services agreement. This will be the first one-year renewal authorized under this contract, with three years remaining.

FISCAL IMPACT: Funding for the construction material testing services is included in the adopted FY2018 Budget in account 110-3900-533-2513, Special Services, in the amount of \$40,000 for subdivision testing. Costs related to testing for City-funded capital infrastructure projects will be funded out of the respective capital accounts.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8805-R

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 PUBLIC INFRASTRUCTURE CONSTRUCTION MATERIALS TESTING FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 1, 2016, Council authorized a professional services agreement with Langerman Foster Engineering Company, LLC of Waco, Texas for construction material testing that 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 hot mixed asphaltic concrete, 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 original agreement 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 – the current agreement expires September 30, 2017;

Whereas, Staff has been satisfied with the services provided by Langerman Foster and recommends Council authorize a one-year renewal to the professional services agreement - this will be the first one-year renewal authorized under this contract, with three renewals remaining;

Whereas, funding for construction materials testing services is included in the adopted fiscal year 2018 budget in 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 amount of \$70,000, for public infrastructure construction materials testing for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-13)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a services agreement for low voltage electrical services for FY2018 with Bluebonnet Electrical Services, Inc. of Temple in the estimated annual amount of \$70,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this services agreement will provide continued as-needed low voltage electrical services by Bluebonnet Electrical Services, Inc. (Bluebonnet) during FY2018.

On September 1, 2016, the City Council authorized a services agreement for low voltage electrical services to Bluebonnet. The current contract will expire on September 30, 2017. The original bid allowed for four 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 Bid Tabulation is attached to the September 1, 2016, Council Agenda Item Memorandum Item #4(Q4).

Bluebonnet has provided low voltage electrical services to the City since February 2014. Staff is satisfied with the services provided by Bluebonnet and recommends Council authorize an extension to the services agreement. This is the first renewal available under this contract, with three years remaining.

FISCAL IMPACT: Departments have budgeted for low voltage electrical services in several departmental accounts. These contracts will be used on an as-needed basis. Estimated annual expenditure based on historical expenditures: \$70,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8806-R

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 \$70,000, FOR LOW VOLTAGE ELECTRICAL SERVICES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 1, 2016, Council authorized a services agreement for low voltage electrical services with Bluebonnet Electrical Services, Inc. of Temple, Texas and the current contract expires September 30, 2017;

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, Bluebonnet has provided low voltage electrical services to the City since February 2014 and Staff has been satisfied with the services provided and recommends Council authorize a renewal to the services agreement - this is the first renewal available under this contract, with three renewals remaining;

Whereas, departments have budgeted for low voltage electrical services in their departmental accounts - these services are 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 \$70,000, for low voltage electrical services for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-14)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kenny Henderson, Transportation Director
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for hot mix asphalt for FY2018 with Oldcastle Materials Texas, Inc. (formerly known as APAC-Texas, Inc/Wheeler Companies) of Cedar Park in the estimated annual amount of \$65,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this purchase agreement will allow for the continued purchase of hot mix asphalt from Oldcastle Materials Texas, Inc. at a cost of \$66.50 per ton during FY2018.

On September 17, 2015, Council authorized an annual purchase agreement for the purchase of hot mix asphalt from APAC-Texas, Inc/Wheeler Companies (now known as Oldcastle Materials Texas, Inc.). On September 1, 2016, Council authorized a one-year extension to the contact. This purchase agreement will expire on September 30, 2017. The original bid allowed for four 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 product and service provided by Oldcastle Materials Texas, Inc. and staff believes the price is still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the second renewal under the agreement, with two years remaining.

FISCAL IMPACT: This annual agreement is utilized primarily by the Streets & Drainage Departments. Departments have budgeted for this material in the adopted FY2018 Budget. Based on historical usage, the estimated annual expenditure is \$65,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8807-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH OLDCASTLE MATERIALS TEXAS, INC. (FORMERLY APAC-TEXAS, INC./WHEELER COMPANIES) OF CEDAR PARK, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$65,000, FOR THE PURCHASE OF HOT MIX ASPHALT FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 17, 2015, Council authorized an annual purchase agreement for the purchase of hot mix asphalt from APAC-Texas, Inc./Wheeler Companies (now known as Oldcastle Materials Texas, Inc.);

Whereas, on September 1, 2016, Council authorized a one-year renewal to the agreement which expires September 30, 2017 - 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 pleased with the product and service provided by Oldcastle Materials Texas, Inc., believes the price is still a good value for the City and recommends Council authorize a one-year renewal to the services agreement – this will be the second renewal under the agreement, with two renewals remaining;

Whereas, departments which utilize hot mix asphalt have budgeted for this material in their adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the annual purchase agreement with Oldcastle Materials Texas, Inc. (formerly known as APAC-Texas, Inc./Wheeler Companies) of Cedar Park, Texas in the estimated annual amount of \$65,000, for the purchase of hot mix asphalt.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-15)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a services agreement for plumbing repair services for FY2018 with C.A.P.'s Mechanical of Moody in the estimated annual amount of \$60,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization of this services agreement renewal will allow for continued plumbing repair service by C.A.P.'s Mechanical during FY2018.

On September 5, 2013, 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, September 3, 2015, and September 1, 2016, Council authorized one-year extensions to the contract. The current contract will expire on September 30, 2017. The original bid allowed for four 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 fourth and final annual renewal.

FISCAL IMPACT: Departments have budgeted for plumbing services in several departmental accounts. The estimated annual expenditure of \$60,000 for FY2018 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8808-R

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 \$60,000, FOR PLUMBING REPAIR SERVICES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to the agreements;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals - 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 fourth and final renewal authorized under this agreement;

Whereas, plumbing services have been budgeted in various departmental accounts in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 \$60,000, for plumbing repair services on an 'as needed' basis.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-16)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kirk Scopac, Director of Fleet Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for oil and lubricants for FY2018 with Brazos Valley Lubricants of Bryan in the estimated annual amount of \$55,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this purchase agreement will allow for the continued purchase of oils and lubricants from Brazos Valley Lubricants during FY2018.

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, September 3, 2015, and September 1, 2016, Council authorized one-year extensions to the contract. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 there is good value with the current contract prices. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the fourth and final annual renewal.

FISCAL IMPACT: Departments have budgeted for oils and lubricants in their FY2018 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: \$55,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8809-R

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 BRYAN, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$55,000, FOR THE PURCHASE OF OILS AND LUBRICANTS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, Council authorized an annual purchase agreement with Brazos Valley Lubricants of Bryan, Texas, for the purchase of oils and lubricants – on September 4, 2014, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to the agreement;

Whereas, the current agreement expires September 30, 2017 and the original bid allows for four additional one-year renewals - 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 Brazos Valley Lubricants, and based on price research conducted, Staff believes Brazos Valley Lubricants continues to offer a good value for the current contracted prices;

Whereas, Staff recommends Council authorize a one-year renewal to the purchase agreement with Brazos Valley Lubricants of Bryan, Texas – this will be the fourth and final renewal authorized under this agreement;

Whereas, departments have budgeted for oils and lubricants in their departmental automotive repair and maintenance accounts in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 \$55,000, for the purchase of oils and lubricants for fiscal year 2018.

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 **7th** day of **September**, 2017.

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

09/07/17
Item #4(JJ-17)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a services agreement for as-needed asbestos inspection and consulting services for FY2018 with Austin Environmental, Inc. of Bryan 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 continued asbestos inspection and consulting services by Austin Environmental, Inc. during FY2018.

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, September 3, 2015, and September 1, 2016, Council authorized one-year extensions to the contract. The current contract will expire on September 30, 2017. The original bid allowed for four additional one-year extensions.

Staff is pleased with the services provided by Austin Environmental, Inc., and believes that the pricing structure offered by Austin Environmental, Inc. provides a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the fourth and final annual renewal.

FISCAL IMPACT: Asbestos consulting services will be budgeted in the capital or demolition budget associated with each project. The estimated annual expenditures of \$50,000 for FY2018 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8810-R

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 \$50,000, FOR AS-NEEDED ASBESTOS INSPECTION AND CONSULTING SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Texas Asbestos Health Protection Rules 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, 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, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to the agreement;

Whereas, the current services agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals;

Whereas, Staff is pleased with the services provided by Austin Environmental, 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 fourth and final renewal authorized under the agreement;

Whereas, asbestos consulting services are budgeted in the capital or demolition budget associated with each project for fiscal year 2018; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year extension to the services agreement with Austin Environmental, Inc. of Bryan, Texas, in the estimated amount of \$50,000, for as-needed asbestos inspection and consulting services for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-18)
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 a services agreement for janitorial services at the Summit Fitness & Recreation Center for FY2018 with Stoker Management, dba Jani-King of Austin in the estimated annual amount of \$47,548.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this services agreement will provide continued janitorial cleaning services by Jani-King of Austin at the Summit Fitness & Recreation Center (Summit) during FY2018.

On September 1, 2016, City Council authorized a services agreement with Jani-King of Austin for daily (seven days per week) janitorial cleaning services, including all cleaning and personal hygiene supplies (except gym wipes) at the Summit. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 satisfied with the services provided by Jani-King of Austin and recommends Council authorize an extension to the services agreement. This will be the first one-year renewal authorized under this contract, with three years remaining.

FISCAL IMPACT: The Summit's adopted FY2018 Budget, account 110-3250-551-2623, Other Contracted Services, includes \$47,548 for janitorial services to fund this contract.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8811-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH STOKER MANAGEMENT, DBA JANI-KING OF AUSTIN, TEXAS IN THE ESTIMATED AMOUNT OF \$47,548, FOR JANITORIAL SERVICES AT THE SUMMIT FITNESS AND RECREATION CENTER FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 1, 2016, Council authorized a services agreement with Jani-King of Austin for daily janitorial cleaning services, including all cleaning and personal hygiene supplies at the Summit Fitness and Recreation Center;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals in which 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 Jani-King of Austin and recommends Council authorize an one-year renewal to the services agreement - this will be the first one-year renewal authorized under this contract, with three renewals remaining;

Whereas, the Summit Fitness and Recreation Center has budgeted for these janitorial services in its fiscal year 2018 budget, 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Stoker Management, dba Jani-King of Austin in the estimated annual amount of \$47,548, for janitorial services at the Summit Fitness and Recreation Center for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-19)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kirk Scopac, Director of Fleet Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to an agreement for the retreading and repair of vehicle tires for FY2018 with The Goodyear Tire & Rubber Company (formerly known as Wingfoot Commercial Tire System, LLC) of Elm Mott in the estimated annual amount of \$45,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this agreement will allow for the continued purchase of retreading and vehicle tire repair services from The Goodyear Tire & Rubber Company for the City's fleet department during FY2018.

On September 5, 2013, Council awarded an annual purchase agreement to Wingfoot Commercial Tire System, LLC for the retreading and repair of vehicle tires. The company has integrated into The Goodyear Tire & Rubber Company as of January 1, 2017. On September 4, 2014, September 17, 2015, and September 1, 2016, Council authorized one-year extensions to the agreement. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 pricing under the purchase agreement is as follows:

Retread of 11R22.5	\$140 / tire	Casing of 11R22.5	\$70 / tire
Retread of 12R22.5	\$175 / tire	Casing of 12R22.5	\$80 / tire

Staff is satisfied with the services provided by The Goodyear Tire & Rubber Company and staff believes the prices are still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the fourth and final annual renewal.

FISCAL IMPACT: Each department with vehicles has budgeted for vehicle maintenance. The repair and retreading services will be ordered on an as-needed basis when it is deemed cost effective to repair a tire versus replace it. Staff estimates an annual expenditure of \$45,000 based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8812-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH THE GOODYEAR TIRE & RUBBER COMPANY (FORMERLY KNOWN AS WINGFOOT COMMERCIAL TIRE SYSTEM, LLC) OF ELM MOTT, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$45,000, FOR THE RETREADING AND REPAIR OF VEHICLE TIRES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, Council awarded an annual purchase agreement to Wingfoot Commercial Tire System, LLC, which has integrated into The Goodyear Tire & Rubber Company, for the retreading and repair of vehicle tires;

Whereas, on September 4, 2014, September 17, 2015, and September 1, 2016, Council authorized one-year renewals to the purchase agreement - the current agreement expires September 30, 2017;

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 services provided by The Goodyear Tire & Rubber Company and believes the prices offered are still a good value for the City - this will be the fourth and final renewal available under this agreement;

Whereas, each department with vehicles has budgeted for vehicle maintenance and tires which are 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with The Goodyear Tire & Rubber Company (formerly known as Wingfoot Commercial Tire System, LLC) of Elm Mott, Texas in the estimated annual amount of \$45,000, for the retreading and repair of vehicle tires for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-20)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for the design and printing of dri fit t-shirts for FY2018 with Sports World of Temple in the estimated annual amount of \$40,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this agreement will allow for the continued design and printing of dri fit t-shirts by Sports World during FY2018.

On September 4, 2014, Council authorized an annual purchase agreement with Sports World for the design and printing of dri fit t-shirts. On September 3, 2015 and September 1, 2016 Council authorized a one-year extension to this agreement. The current agreement expires on September 30, 2017. The original bid allowed for four 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 third one-year renewal authorized under this agreement, with one year remaining.

FISCAL IMPACT: This contract will be used on as needed basis by various departments. However, the Parks & Recreation Department makes the majority of the purchases under this contract. Funding is designated in various departmental accounts in the adopted FY2018 Budget. The estimated annual expenditure of \$40,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8813-R

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 \$40,000, FOR THE DESIGN AND PRINTING OF DRI FIT T-SHIRTS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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 - on September 3, 2015 and September 1, 2016, Council authorized one-year renewals to the agreement;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals - 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 Sports World and recommends Council authorize a one-year renewal to the purchase agreement - this will be the third renewal authorized under this agreement, with one renewal remaining;

Whereas, this agreement will be used on an as-needed basis by various departments and those departments have budgeted for this purchase in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 \$40,000, for the design and printing of dri fit t-shirts for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-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 a services agreement for industrial and high voltage electrical services for FY2018 with T. Morales Company Electric & Controls, Ltd of Florence 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 continued industrial and high voltage electrical services at the Water Treatment Plant and other City facilities during FY2018.

On September 5, 2013, the City Council authorized an annual services agreement with T. Morales Company Electric & Controls, Ltd for providing as-needed industrial electrical services. On September 4, 2014, September 3, 2015, and September 1, 2016 Council authorized one-year extensions to the contract. Industrial electrical services is defined as all electrical service repair services needed at the Water Treatment Plants as well as all high voltage repairs (i.e. greater than 600 volts) needed at other City facilities.

The current contract will expire on September 30, 2017. The original bid allowed for four 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 fourth and final annual renewal.

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

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8814-R

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 FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, Council authorized an annual services agreement with T. Morales Company Electric & Controls, Ltd. of Florence, Texas for providing as-needed industrial electrical services - on September 4, 2014, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to the services agreement;

Whereas, industrial electrical services is defined as all electrical repair services needed at the Water Treatment Plants as well as all high voltage repairs (i.e. greater than 600 volts) needed at other City facilities;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals - 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 renewal to the services agreement - this will be the fourth and final renewal authorized under this agreement;

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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 for fiscal year 2018.

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 **7th** day of **September**, 2017.

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

09/07/17
Item #4(JJ-22)
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 a purchase agreement for protective footwear for FY2018 with Cochran, Blair & Potts of Belton in the estimated annual amount of \$40,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this purchase agreement will allow for the continued purchase of protective boots and shoes from Cochran, Blair & Potts during FY2018 for City employees who work in an environment where there is a danger of foot injuries.

On October 1, 2015, the City Council authorized an annual purchase agreement with Cochran, Blair & Potts for the purchase of protective footwear. On September 1, 2016 Council authorized a one-year extension to the contract. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 price list is attached to the October 1, 2015, Council Agenda Item Memorandum.

Staff is pleased with the product and service provided by Cochran, Blair & Potts and believes the prices offered are still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the second renewal under the agreement, with two years remaining.

FISCAL IMPACT: Work boots and shoes are purchased on an as-needed basis. Departments have budgeted for work boots/shoes in the adopted FY2018 Budget. The estimated annual expenditure for work boots and shoes based on historical spending is approximately \$40,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8815-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH COCHRAN, BLAIR & POTTS OF BELTON, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$40,000, FOR THE PURCHASE OF PROTECTIVE FOOTWEAR FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 1, 2015, Council authorized an annual purchase agreement with Cochran, Blair & Potts for the purchase of protective footwear – on September 1, 2016, Council authorized a one-year extension to the agreement which expires September 30, 2017;

Whereas, the original bid allowed for four additional one-year renewals and in order to renew the purchase 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 product and service provided by Cochran, Blair & Potts, believes that the prices offered are still a good value to the City, and recommends Council authorize a one-year renewal to the purchase agreement - this will be the second renewal under the agreement, with two renewals remaining;

Whereas, work boots and shoes are ordered on an as-needed basis and departments have budgeted for this expense in their departmental clothing and uniforms account in the fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Cochran, Blair & Potts of Belton, Texas in the estimated annual amount of \$40,000, for protective footwear for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-23)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for the design and printing of cotton and cotton-blend t-shirts for FY2018 with Holloway's Sports Center of Temple in the estimated annual amount of \$40,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this purchase agreement will allow for the continued purchase of as-needed design and printing of cotton and cotton-blend t-shirts needed by several departments throughout FY2018 from Holloway's Sports Center. Cotton and cotton-blend t-shirts are used as employee uniforms, sports league uniforms and prizes, camps, and other special events.

On September 15, 2016, the City Council authorized an annual purchase agreement for the design and printing of cotton and cotton-blend t-shirts with Holloway's Sports Center. The current agreement will expire on September 30, 2017. The detailed pricing related to this purchase agreement is attached to the September 15, 2016, Council Agenda Item Memorandum. The original bid allowed for four 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 satisfied with the services provided by Holloway's Sports Center and recommends Council authorize an extension to the agreement. This will be the first one-year renewal authorized under this contract, with three years remaining.

FISCAL IMPACT: This contract will be used on as needed basis by various departments. However, the Parks & Recreation Department makes the majority of the purchases under this contract. Funding is designated in various departmental accounts. The estimated annual expenditure of \$40,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8816-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH HOLLOWAY'S SPORTS CENTER OF TEMPLE, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$40,000, FOR THE DESIGN AND PRINTING OF COTTON AND COTTON-BLEND T-SHIRTS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 15, 2016, Council authorized an annual purchase agreement for the design and printing of cotton and cotton-blend t-shirts – the current agreement expires September 30, 2017;

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 is satisfied with the services provided by Holloway's Sports Center and recommends Council authorize a one-year renewal to the agreement - this will be the first renewal authorized under this contract, with three renewals remaining;

Whereas, this contract will be used on an as-needed basis by various departments and those departments have budgeted for these purchases in their departmental accounts in the fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Holloway's Sports Center of Temple, Texas in the estimated annual amount of \$40,000, for the design and printing of cotton and cotton-blend t-shirts for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-24)
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 renewal to a services agreement for the printing of recreational brochures for FY2018 with Liberty Press of Springville, UT, in the estimated annual amount of \$35,460.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this services agreement will provide the continued printing of brochures to the citizens of Temple that includes activities offered by the Parks and Recreation Department (e.g. events, classes for all ages, summer camps, identifies all parks, pools & splash pads, and services provided by Summit, etc.) for FY2018.

On October 6, 2016, City Council authorized a services agreement with Liberty Press for the printing of three Play-by-Play editions printed and mailed in the winter, summer/spring and fall, as well as a one-time summer camp brochure edition released in March to promote summer camps and events happening throughout the City. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 price list is attached to the October 6, 2016, Council Agenda Item Memorandum #5(L).

Staff is satisfied with the services provided by Liberty Press and recommend Council authorize an extension to the services agreement. This will be the first one-year renewal authorized under this contract, with three years remaining.

FISCAL IMPACT: Funding for this services agreement with Liberty Press in the estimated amount of \$35,460 is available in the adopted FY2018 Budget in account 110-4100-551-2511, Printing/Publications.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8817-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH LIBERTY PRESS OF SPRINGFIELD, UTAH IN THE ESTIMATED ANNUAL AMOUNT OF \$35,460, FOR THE PRINTING OF RECREATIONAL BROCHURES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 6, 2016, City Council authorized a services agreement with Liberty Press for the printing of three Play-by-Play editions printed and mailed in the winter, summer/spring and fall, as well as a one-time summer camp brochure edition released in March to promote summer camps and events happening throughout the City;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals in which 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 Liberty Press and recommends Council authorize a one-year renewal to the services agreement - this will be the first one-year renewal authorized under this agreement, with three renewals remaining;

Whereas, funding for this services agreement is available in the adopted fiscal year 2018 budget in Account No. 110-4100-551-2511; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Liberty Press of Springfield, Utah, in the estimated annual amount of \$35,460, for the printing of recreational brochures for fiscal year 2018.

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 7th day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(JJ-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 a purchase agreement for building materials for FY2018 with Lengefeld Lumber Company of Temple in the estimated annual amount of \$35,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Renewal of this purchase agreement will allow for the continued purchase of building materials needed to perform work throughout the City (e.g. cement, timber & wood products, sheetrock, metal pieces, acoustical materials, sealants, installation tools, and miscellaneous hardware) from Lengefeld Lumber Company during FY2018.

On September 15, 2016, City Council authorized an annual purchase agreement for building materials to Lengefeld Lumber Company at a mark-up over supplier cost of 15% and offers all natural and artificial materials and products used for the construction and repair of buildings and structures. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 building materials and service provided by Lengefeld Lumber Company and believes the prices are still a good value. The City has done business with Lengefeld for many years and finds them to be a responsive and responsible vendor. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the first renewal available under this agreement, with three years 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 FY2018 Budget. The estimated annual expenditure of \$35,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8818-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH LENGEFELD LUMBER COMPANY OF TEMPLE, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$35,000, FOR BUILDING MATERIALS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 15, 2016, City Council authorized an annual purchase agreement for building materials with Lengefeld Lumber Company at a mark-up over supplier cost of 15% - Lengefeld offers all natural and artificial materials and products used for the construction and repair of buildings and structures;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals in which, 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 building materials and services provided by Lengefeld, believes them to be a responsive and responsible vendor, and believes the prices offered are still a good value for the City;

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

Whereas, building materials will be purchased on an as needed basis and departments have budgeted for these materials in several accounts in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Lengefeld Lumber Company of Temple, Texas, in the estimated annual amount of \$35,000, for building materials for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-26)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a service agreement for elevator repair and maintenance for FY2018 with Schindler Elevator Corporation of Austin in the estimated annual amount of \$30,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this service agreement will allow for continued monthly preventative maintenance and emergency maintenance of elevators and chair lifts by Schindler Elevator Corporation during FY2018.

On October 15, 2015, City Council authorized a services agreement with Schindler Elevator Corporation for elevator repair and maintenance services. On September 1, 2016, Council authorized a one-year renewal to the agreement. The current contract will expire on September 30, 2017. The original bid allowed for four 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. Detailed pricing related to this agreement is attached to the October 15, 2015, Council Agenda Item Memorandum.

Staff is satisfied with the services provided by Schindler Elevator Corporation and recommends Council authorize an extension to the service agreement. This will be the second one-year renewal authorized under this contract, with two remaining.

FISCAL IMPACT: The adopted FY2018 Budget includes funding for elevator repairs and maintenance in various departmental repair & maintenance accounts. The estimated annual expenditure of \$30,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8819-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL SERVICES AGREEMENT WITH SCHINDLER ELEVATOR CORPORATION OF AUSTIN, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR ELEVATOR REPAIR AND MAINTENANCE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 15, 2015, Council authorized a services agreement with Schindler Elevator Corporation of Austin, Texas for elevator repair and maintenance services - on September 1, 2016, Council authorized a one-year renewal to the agreement which expires September 30, 2017;

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 is satisfied with the services provided by Schindler Elevator Corporation and recommends Council authorize a one-year renewal to the services agreement - this will be the second renewal authorized under this agreement, with two renewals remaining;

Whereas, the fiscal year 2018 budget includes funding for elevator repairs and maintenance in various departmental 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Schindler Elevator Corporation of Austin, Texas in the estimated annual amount of \$30,000, for elevator repair and maintenance for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-27)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kirk Scopac, Director of Fleet Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for medium duty truck brakes for FY2018 with Russell & Smith Ford, Inc. of Houston in the estimated annual amount of \$30,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this purchase agreement will allow for the continued purchase of medium duty truck brakes from Russell & Smith Ford, Inc. by the Fleet Services department during FY2018.

On September 4, 2014, City Council authorized an annual purchase agreement with Russell & Smith Ford, Inc. for the purchase of medium duty truck brakes. On September 3, 2015, and September 1, 2016 Council authorized one-year extensions to the contract. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 core items attached to the September 4, 2014, Council Agenda Item Memorandum, and per the agreement, there is a markup of 6% over cost on brake items not specifically listed.

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

FISCAL IMPACT: Departments have budgeted for brakes in their FY2018 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. The estimated annual expenditure of \$30,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8820-R

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, INC. OF HOUSTON, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR MEDIUM DUTY TRUCK BRAKES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 4, 2014, Council authorized an annual purchase agreement with Russell & Smith Ford, Inc. for the purchase of medium duty truck brakes - on September 3, 2015, and September 1, 2016 Council authorized one-year renewals to the agreement;

Whereas, the current agreement expires September 30, 2017 - the original agreement 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 is satisfied with the products provided by Russell & Smith Ford, based on price research conducted, Staff believes the prices offered are still a good value for the City and recommends Council authorize a one-year renewal to the agreement - this will be the third one-year renewal authorized under this agreement, with one renewal remaining;

Whereas, departments have budgeted for automotive repair and maintenance services in their individual departmental accounts in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Russell & Smith Ford, Inc. of Houston, Texas in the estimated annual amount of \$30,000, for medium duty truck brakes for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-28)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kirk Scopac, Director of Fleet Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for automotive and equipment filters for FY2018 with Napa Auto Parts of Temple in the estimated annual amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolutions as presented in item description.

ITEM SUMMARY: Authorization to renew this purchase agreement will allow for continued purchase of automotive and equipment filters from Napa Auto Parts during FY2018.

On October 1, 2015, City Council authorized an annual purchase agreement with Napa Auto Parts for the purchase of automotive and equipment filters. On September 1, 2016 Council authorized a one-year extension to the contract. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 October 1, 2015, Council Agenda Item Memorandum.

Staff is satisfied with the products provided by Napa Auto Parts, and based on price research conducted, staff has concluded that we have received 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 years remaining.

FISCAL IMPACT: Automotive and equipment filters 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. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8821-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH NAPA AUTO PARTS OF TEMPLE, TEXAS IN AN ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR AUTOMOTIVE AND EQUIPMENT FILTERS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on October 1, 2015, Council authorized an annual purchase agreement with Napa Auto Parts for the purchase of automotive and equipment filters – on September 1, 2016 Council authorized a one-year renewal to the agreement;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals in which, 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 Napa Auto Parts, and based on price research conducted, Staff has concluded that Napa continues to offer a good value with the current contracted prices;

Whereas, Staff 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, automotive and equipment filters are 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 funds in their individual departmental accounts in the adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Napa Auto Parts of Temple, Texas in the estimated annual amount of \$25,000, for automotive and equipment filters for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-29)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kirk Scopac, Director of Fleet Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for automotive batteries for FY2018 with Continental Battery Co. of Dallas in the estimated annual amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this purchase agreement will allow for the continued purchase of automotive batteries, which will be installed by Fleet Services, from Continental Battery Co. during FY2018.

On September 15, 2016, the City Council authorized an annual purchase agreement for automotive batteries with Continental Battery Co. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 price list is attached to the September 15, 2016, Council Agenda Item Memorandum #5(L8).

The City has done business with Continental Battery Co. for the past several years and is pleased with the product and service provided and believes the prices offered are still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the first renewal under the agreement, with three years remaining.

FISCAL IMPACT: Departments have budgeted for automotive batteries 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. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8822-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH CONTINENTAL BATTERY CO. OF DALLAS, TEXAS IN THE ESTIMATED AMOUNT OF \$25,000, FOR THE PURCHASE OF AUTOMOTIVE BATTERIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 15, 2016, the City Council authorized an annual purchase agreement for automotive batteries with Continental Battery Co. of Dallas, Texas - the current agreement expires September 30, 2017;

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, the City has done business with Continental Battery Co. for several years, is pleased with the product and service provided and believes the prices offered are still a good value for the City;

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

Whereas, departments have budgeted for automotive batteries in their departmental automotive repair & maintenance accounts in the adopted fiscal year 2018 budget - 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; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Continental Battery Co., of Dallas, Texas in the estimated annual amount of \$25,000, for automotive batteries for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-30)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kenny Henderson, Transportation Director
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for hot crack sealant for FY2018 with Crafc0, Inc. (formerly known as Crafc0 Texas, Inc.) of Chandler, AZ, in the estimated annual amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this purchase agreement will allow for the continued purchase of hot crack sealant from Crafc0, Inc. at a cost of \$12.90 per 30-pound box for the City's Street department during FY2018.

On September 17, 2015, Council authorized an annual purchase agreement for the purchase of hot crack sealant from Crafc0, Inc. (formerly known as Crafc0 Texas, Inc.). On September 1, 2016, Council authorized a one-year extension to the contract. This purchase agreement will expire on September 30, 2017. The original bid allowed for four 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 product and service provided by Crafc0, Inc. and believes the price is still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the second renewal under the agreement, with two years remaining.

FISCAL IMPACT: Aggregate base is ordered on an as-needed basis by the Street Department. Included in account 110-3400-531-2316, Repairs & Maintenance, of the adopted FY2018 Street Department Budget is \$45,000 for crack sealant supplies. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8823-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE ANNUAL PURCHASE AGREEMENT WITH CRAFTCO, INC. (FORMERLY KNOWN AS CRAFTCO TEXAS, INC.), OF CHANDLER, ARIZONA IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR THE PURCHASE OF HOT CRACK SEALANT FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 17, 2015, Council authorized an annual purchase agreement for the purchase of hot crack sealant from Craftco, Inc. (formerly known as Craftco Texas, Inc.) - on September 1, 2016, Council authorized a one-year renewal to the agreement which expires September 30, 2017;

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 is pleased with the product and service provided by Craftco, believes that the price is still a good value to the City and recommends Council authorize a one-year renewal to the purchase agreement - this will be the second renewal under the agreement, with two renewals remaining;

Whereas, the Street Department is the primary department which utilizes this agreement and they have budgeted funds in the fiscal year 2018 adopted budget in Account No. 110-3400-531-2316; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Craftco, Inc. (formerly known as Craftco Texas, Inc.) in the estimated annual amount of \$25,000, for the purchase of hot crack sealant for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-31)
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 a purchase agreement for irrigation supplies for FY2018 with Ewing Irrigation Products of Harker Heights 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 continued purchase of irrigation supplies from Ewing Irrigation Products during FY2018.

On November 5, 2015, City Council authorized a purchase agreement with Ewing Irrigation Products for the purchase of irrigation supplies. On September 1, 2016 Council authorized a one-year extension to this agreement. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 November 5, 2015, Council Agenda Item Memorandum.

Staff is satisfied with the products and service provided by Ewing Irrigation Products and based on price research conducted, staff has concluded we are receiving 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 years remaining.

FISCAL IMPACT: Irrigation supplies are ordered on an as-needed basis. Departments have budgeted for these materials in the adopted FY2018 Budget. The estimated annual expenditure for routine irrigation supplies is \$25,000 based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8824-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE PURCHASE AGREEMENT WITH EWING IRRIGATION PRODUCTS OF HARKER HEIGHTS, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR IRRIGATION SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on November 5, 2015, Council authorized a purchase agreement with Ewing Irrigation Products for the purchase of irrigation supplies - on September 1, 2016 Council authorized a one-year renewal to the agreement which expires September 30, 2017;

Whereas, the original agreement 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 is satisfied with the products and services provided by Ewing Irrigation Products, and based on price research conducted, Staff believes the City is receiving a good value with the current contracted prices;

Whereas, Staff recommends Council authorize a one-year renewal to the purchase agreement with Ewing Irrigation Products - this will be the second one-year renewal authorized under this agreement, with two renewals remaining;

Whereas, irrigation supplies are ordered on an as-needed basis and are budgeted in individual departmental accounts in the fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Ewing Irrigation Products of Harker, Heights, Texas in the estimated annual amount of \$25,000, for the purchase of irrigation supplies for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-32)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for electrical supplies for FY2018 with Dealers Electrical Supply of Temple in the estimated annual amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this purchase agreement will allow for the continued purchase of electrical supplies from Dealers Electrical Supply during FY2018.

On September 5, 2013, the City Council authorized an annual purchase agreement for electrical supplies to Dealers Electrical Supply. On September 4, 2014, September 3, 2015, and September 1, 2016 Council authorized one-year extensions to the contact. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 the pricing under the purchase agreement is still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the fourth and final annual renewal.

FISCAL IMPACT: Electrical supplies will be purchased on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2018 Budget. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8825-R

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 ELECTRICAL SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, Council authorized an annual purchase agreement for electrical supplies with Dealers Electrical Supply of Temple, Texas – on September 4, 2014, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to the purchase agreement;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals - 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 fourth and final renewal available under this agreement;

Whereas, electrical supplies are purchased on an as-needed basis and departments which utilize this agreement have budgeted funds in their respective annual budgets for fiscal year 2018; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the purchase agreement with Dealers Electrical Supply of Temple, Texas in the estimated annual amount of \$25,000, for the purchase of electrical supplies for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-33)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for lighting supplies for FY2018 with Dealers Electrical Supply of Temple in the estimated annual amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval to renew this purchase agreement will allow for the continued purchase of lighting supplies from Dealers Electrical Supply during FY2018.

On September 5, 2013, City Council authorized an annual purchase agreement for lighting supplies with Dealers Electrical Supply. On September 4, 2014, September 3, 2015, and September 1, 2016 Council authorized one-year extensions to the contract. The current agreement will expire on September 30, 2017. The original bid allowed for four 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 a markup of 12% on the Dealer's Electrical Supply's cost.

Staff is pleased with the products and service provided by Dealers Electrical Supply and believes the prices are still a good value. Accordingly, staff recommends Council authorize an extension to the agreement. This will be the fourth and final annual renewal.

FISCAL IMPACT: Lighting supplies will be purchased on an as needed basis. Departments have budgeted for these materials in several accounts in the adopted FY2018 Budget. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8826-R

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 FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, Council authorized an annual purchase agreement for lighting supplies with Dealers Electrical Supply - on September 4, 2014, September 3, 2015, and September 1, 2016, Council authorized one-year renewals to the agreement;

Whereas, the current agreement expires September 30, 2017 - 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, lighting supplies needed that are not on the core list are purchased at Dealers Electrical Supply's cost plus 12%;

Whereas, Staff is pleased with the products and services provided by Dealers Electrical Supply, believes the prices are still a good value for the City and recommends Council authorize a one-year renewal to the purchase agreement - this will be the fourth and final renewal available under this agreement;

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 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Dealers' Electrical Supply of Temple, Texas in the estimated annual amount of \$25,000, for the purchase of lighting supplies for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(JJ-34)
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 a services agreement for telemetry/SCADA services for FY2018 with T. Morales Company Electric & Controls, Ltd. of Florence in the estimated annual amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization to renew this agreement will provide for continued as-needed telemetry/SCADA services by T. Morales Company Electric & Controls, Ltd during FY2018.

On September 5, 2013, 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, September 3, 2015, and September 1, 2016, Council authorized one-year extensions to the contract. The current contract will expire on September 30, 2017. The original bid allowed for four 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 fourth and final annual renewal.

FISCAL IMPACT: Departments that use telemetry/SCADA services have included funding for these services in their adopted FY 2018 repairs & maintenance budget. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8827-R

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 FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, 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, September 3, 2015, and September 1, 2016 Council authorized one-year renewals to the agreement;

Whereas, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals - 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 fourth and final renewal authorized under this agreement;

Whereas, departments that utilize telemetry/SCADA services have included these services in their adopted fiscal year 2018 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her 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 for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(KK)
Consent Agenda
Page 1 of 1

DEPT. / DIVISION SUBMISSION & REVIEW:

Dessie Redmond, Planner

ITEM DESCRIPTION: A-FY-17-12: Consider adopting a resolution authorizing a partial abandonment of a 10 foot wide drainage easement encompassing approximately 17.94 square feet, located on Lot 6, Block 1, The Meadows at Creekside Phase II, Temple, Bell County, Texas, addressed as 2704 Fossil Creek Drive.

STAFF RECOMMENDATION: Approve an abandonment as presented in the Item Description. This is a recommendation for approval since no outside utility providers or internal staff had concerns with the request.

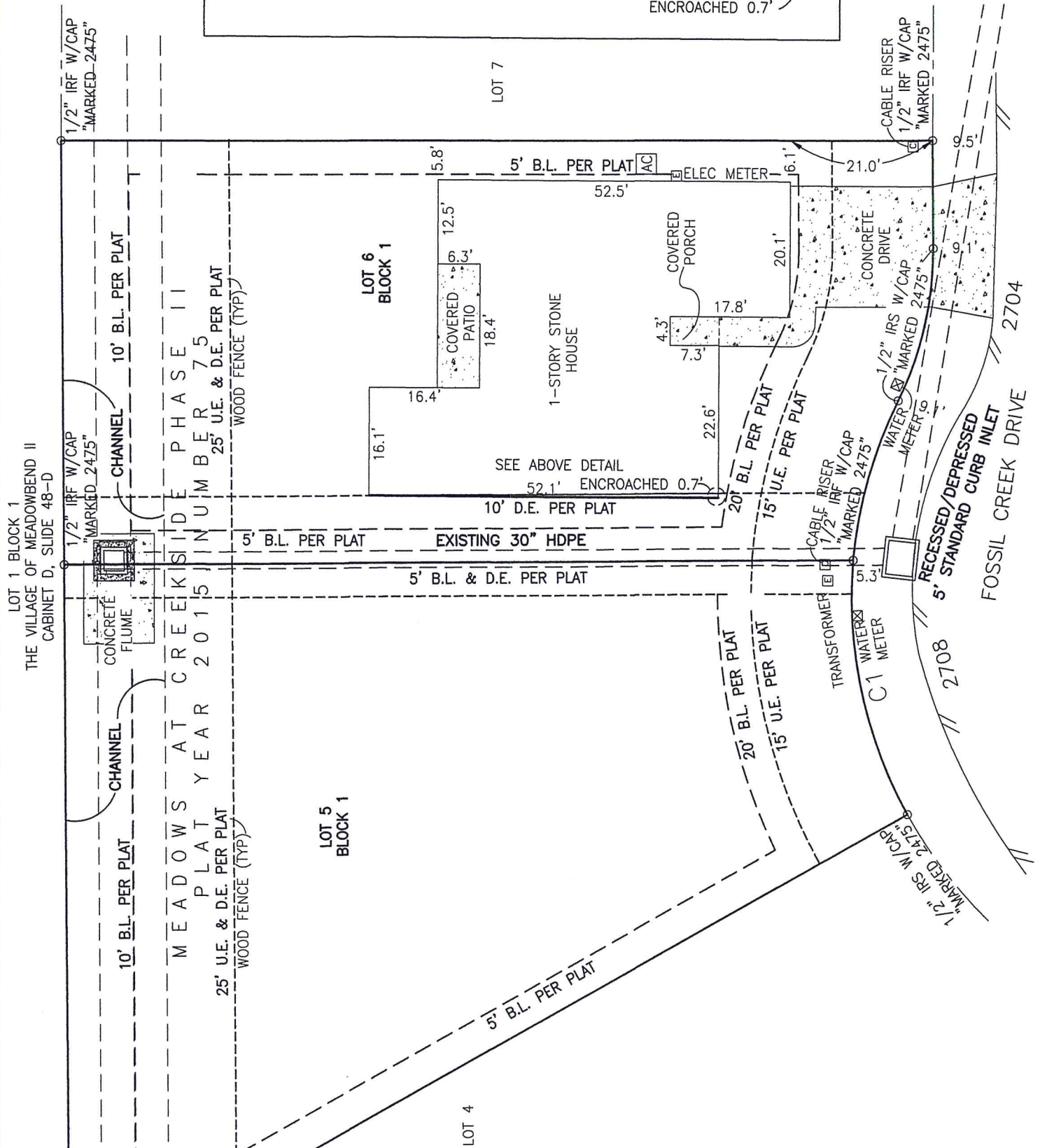
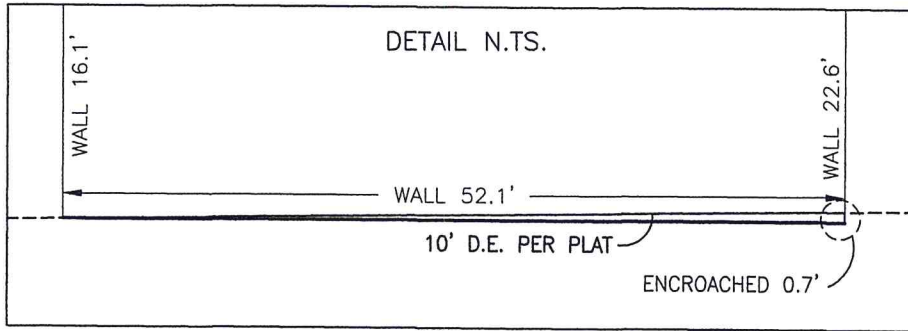
ITEM SUMMARY: The applicant, Jennifer Ryken, submitted this request on behalf of the property owner MEASAM, L.L.C.

Planning staff contacted all public and private service providers, including the Public Works Department, who confirmed that the easement may be abandoned as their responses indicated no objections to abandoning the easement.

FISCAL IMPACT: Not applicable

ATTACHMENTS:

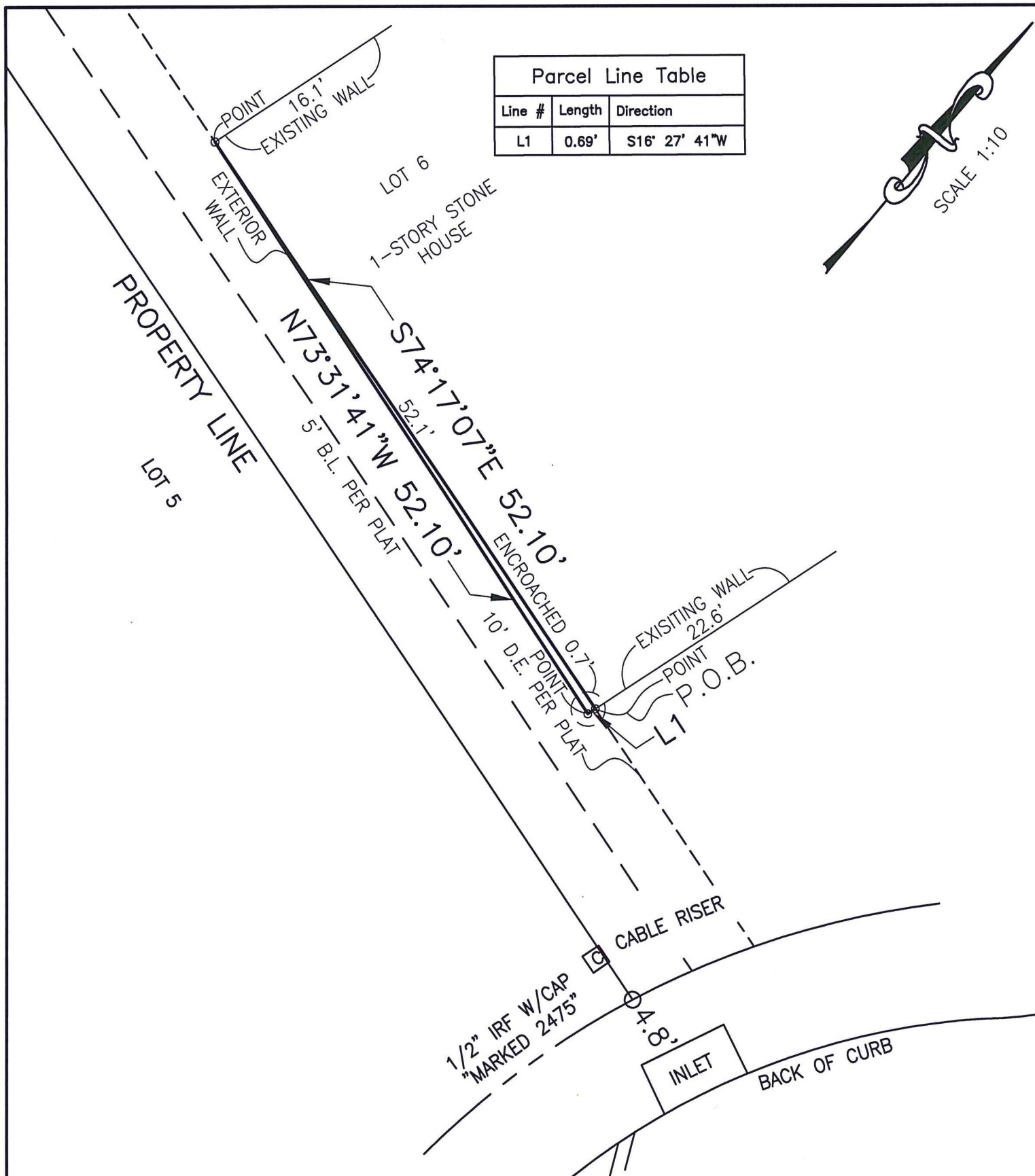
[Exhibit A](#)
[Resolution](#)



Jennifer Ryken

OVERALL
EXHIBIT A





BEING a 17.94 square feet tract of alnd situated in the MAXIMO MORENO SURVEY, ABSTRACT Na. 14, Bell County, Texas and being part or portion of Lot 6, Block 1, The Meadows at Creekside, Phase II according to the map or plat of record in Year 2015, Plat No. 75, Plat Records of Bell County, Texas and being part or portion of a 10 feet wide drainage easement which runs along the south boundary line of the said Lot 6, Block 1 as described in said Plat No. 75.



STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis,
COUNTY OF BELL } a Registered Professional Land Surveyor in the State of Texas,
do hereby certify that this survey was this day made
on the ground of the property described herein and
is correct and that there are no discrepancies, conflicts, shortages in the
area, easements, and right-of-ways except as shown hereon, that this tract
of land has access to and from a public road, and I have marked all corners
with monuments.

This Property is not within the Special Flood Hazard Area as per the Federal
Emergency Management Agency Federal Insurance Administration Map No.
48027C0305C, dated September 26, 2008.

IN WITNESS THEREOF, my hand and seal, this the 2nd day of August, 2017.

Michael E. Alvis

Michael E. Alvis, R.P.L.S., No. 5402



ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION MANAGEMENT
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400

SURVEY NO. 10056000 • ENGINEERING FIRM NO. 1658

17-098
774/34
WLV

RESOLUTION NO. 2017-8828-R
(A-FY-17-12)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,
TEXAS, AUTHORIZING PARTIAL ABANDONMENT OF AN
APPROXIMATELY 10 FOOT WIDE DRAINAGE EASEMENT
ENCOMPASSING APPROXIMATELY 17.94 SQUARE FEET, LOCATED
ON LOT 6, BLOCK 1, THE MEADOWS AT CREEKSIDE PHASE II,
TEMPLE, BELL COUNTY, TEXAS; ADDRESSED AS 2704 FOSSILL
CREEK DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant, Jennifer Ryken, has submitted a request on behalf of the property owner, MEASAM, LLC, for partial abandonment of a 10 foot wide drainage easement encompassing approximately 17.94 square feet, located on Lot 6, Block 1, The Meadows at Creekside Phase II, Temple, Bell County, Texas, addressed as 2704 Fossil Creek Drive, which is more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes;

Whereas, Staff contacted all public and private utility service providers, including the Public Works Department, and confirmed that the easement may be abandoned, as the providers' responses indicated there are no objections to abandoning the easement; and

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

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City of Temple, Texas authorizes the partial abandonment of a 10 foot wide drainage easement encompassing approximately 17.94 square feet, located on Lot 6, Block 1, The Meadows at Creekside Phase II, Temple, Bell County, Texas, addressed as 2704 Fossil Creek Drive, and more particularly described in Exhibit A.

Part 3: Upon request, the City of Temple will provide a copy of this Resolution and any other evidence of abandonment of the utility easement, which may be reasonably required.

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 on the 7th day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____,
2017, by Daniel A. Dunn, Mayor of the City of Temple, Texas.

Notary Public, State of Texas

Return Recorded Document to:

*City Attorney's Office
2 North Main Street, Suite 308
Temple, TX 76501*



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(LL)
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 \$44,302.08 which covers operation and maintenance costs associated with the City's portion of raw water storage in Lake Belton.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Pursuant to the Water Storage Contract between the Brazos River Authority ("BRA") and the City, dated July 16, 1962, the City is responsible for 22.013% of the BRA's operation and maintenance costs associated with Lake Belton and the Belton Dam. Staff is seeking authorization to make this payment to BRA.

FISCAL IMPACT: Funding in the amount of \$44,302.08 is appropriated in the FY 2017 Operating Budget, account 520-5100-535-2651.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8829-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING PAYMENT OF THE ANNUAL INVOICE IN THE AMOUNT OF \$44,302.08, FROM BRAZOS RIVER AUTHORITY WHICH COVERS OPERATION AND MAINTENANCE COSTS ASSOCIATED WITH THE CITY'S PORTION OF RAW WATER STORAGE IN LAKE BELTON; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, pursuant to the Water Storage Contract between the Brazos River Authority and the City of Temple dated July 16, 1962, the City of Temple is responsible for 22.013% of the Brazos River Authority's operation and maintenance costs associated with Lake Belton and the Belton Dam;

Whereas, Staff recommends Council authorize payment of the annual invoice from Brazos River Authority in the amount of \$44,302.08;

Whereas, funding for this annual invoice is available in 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to authorize payment of the annual invoice in the amount of \$44,302.08, from Brazos River authority which covers operation and maintenance costs associated with the City's portion of raw water storage in Lake Belton.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(MM)
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 \$185,000 which covers the availability of 2,500 acre-feet of water per year to the City for FY 2018.

STAFF RECOMMENDATION: Adopt resolution as presented 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 \$185,000 is appropriated in the FY 2018 Operating Budget, account 520-5100-535-2651.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8830-R

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 \$185,000, WHICH COVERS THE AVAILABILITY OF 2,500 ACRE-FEET OF WATER PER YEAR TO THE CITY OF TEMPLE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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;

Whereas, this water is then treated at the City's water treatment plant and pumped throughout the City and Staff recommends Council authorize payment of the annual invoice from the Brazos River Authority in the amount of \$185,000, which covers the availability of 2,500 acre-feet of water to the City of Temple for fiscal year 2018;

Whereas, funding for this annual invoice is appropriated in the fiscal year 2018 budget, Account No. 520-5100-535-2651; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes payment of the annual invoice from the Brazos River Authority in the amount of \$185,000, which covers the availability of 2,500 acre-feet of water to the City of Temple for fiscal year 2018.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(NN)
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 and prescription insurance for employees and under-age 65 retirees, as well as Dental, Basic Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Insurance.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: At their meeting on July 20, 2017, the Trustees of the City of Temple Employee Benefits Trust agreed to renew the Contract with Scott and White Health Plan for medical and prescription insurance, which includes Conexus services for COBRA administration through FY 17-18.

At their July 20, 2017, the Trustees of the City of Temple Employee Benefits Trust agreed to renew the contract with MetLife for Employee and Retiree Dental Insurance through FY 2018, and to renew the contract with MetLife for Life Insurance, Accidental Death & Dismemberment and Long Term Disability 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.

FY 18 Budget Amount	Insurance Type
<i>Employees:</i>	
\$ 4,019,562	Medical/Prescription
64,977	Dental
55,022	Basic Life
11,618	AD&D
100,296	Long Term Disability
<i>Retirees:</i>	
\$ 165,110	Medical/Prescription - Retirees < age 65
3,800	Dental - Retirees < age 65
\$ 4,420,386	TOTAL

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8831-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE FUNDING OF RATES FOR MEDICAL AND PRESCRIPTION INSURANCE FOR EMPLOYEES AND UNDER AGE 65 RETIREES, AS WELL AS DENTAL, BASIC LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG TERM DISABILITY INSURANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, at their July 20, 2017 meeting, the Trustees of the City of Temple Employee Benefits Trust agreed to renew the contract with Scott and White Health Plan for medical and prescription insurance, which includes Conexus services for COBRA administration through fiscal year 2018;

Whereas, at their July 20, 2017 meeting, the Trustees of the City of Temple Employee Benefits Trust agreed to renew the contract with MetLife for Employee and Retiree Dental Insurance through fiscal year 2018, and renew the contract with MetLife for Life Insurance, Accidental Death and Dismemberment and Long Term Disability Insurance;

Whereas, with the adoption of the fiscal year 2018 budget, Staff recommends Council 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;

Whereas, funding rates are as follows:

\$4,019,562 for Medical/Prescription Insurance for employees;
\$ 64,977 for Dental Insurance for employees;
\$ 52,022 for Basic Life Insurance for employees;
\$ 11,618 for AD&D Insurance for employees;
\$ 100,296 for Long Term Disability Insurance for employees;
\$ 165,110 for Medical/Prescription Insurance for retirees < age 65;
\$ 3,800 for Dental Insurance for retirees < age 65; and
\$4,420,386

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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council approves funding the rates for medical and prescription insurance for employees and under-age 65 retirees, as well as Dental, Basic Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Insurance for fiscal year 2018 as follows:

\$4,019,562 for Medical/Prescription Insurance for employees;
\$ 64,977 for Dental Insurance for employees;
\$ 52,022 for Basic Life Insurance for employees;
\$ 11,618 for AD&D Insurance for employees;
\$ 100,296 for Long Term Disability Insurance for employees;
\$ 165,110 for Medical/Prescription Insurance for retirees < age 65;
\$ 3,800 for Dental Insurance for retirees < age 65; and
\$4,420,386

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 7th day of **September**, 2017.

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

09/07/17
Item #4(OO)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION Consider adopting a resolution authorizing proceeding with the issuance of City of Temple, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017 and further directing the Publication of Notice of intention to issue Certificates of Obligation in an amount not to exceed \$36,500,000* and other matters related to the issuance.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The FY 2018 Adopted Budget includes the sixth year of a multi-year Transportation Capital Improvement Program (TCIP) and recommends expansion of the program from the original scope of work to include funding for additional projects that have been identified as high-priority needs since the original program began. The project areas identified in the TCIP are intended to address both the need to improve our existing transportation infrastructure and provide new capacity and connectivity. These additions will expand the TCIP from the existing \$126,700,000 effort to a \$140,258,343 program. The FY 2018 Budget also includes an allocation to fund a Drainage Capital Improvement Program (DCIP), the purchase of sanitation equipment and the purchase of new public safety radios system based on P25 interoperability standards.

The notice of intent begins the process to issue Certificates of Obligations (CO's) to provide the funding for the above mentioned programs and equipment. The proceeds can be used for the purpose of paying contractual obligations incurred or to be incurred by the City for:

- Constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, trails, sidewalks, intersections, traffic signalization and other transportation improvement projects including related water, wastewater and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way, other related transportation costs and improving, expanding, and upgrading the City's park and recreational facilities;
- Purchasing sanitation equipment and vehicles;
- Purchasing public safety equipment, including radio communications equipment;
- Costs related to drainage improvements, including a drainage master plan for the City;

- Professional services including fiscal, engineering, architectural and legal fees and other such costs incurred including cost associated with the issuing of the Certificates.

The Bonds are scheduled for Council consideration and award to the lowest bidder on Thursday, October 19, 2017.

FISCALIMPACT:

	TCIP	DCIP	Public Safety Radios	Sanitation Equipment	Total
Source of Funds					
Par Amount of Bonds	\$27,470,000	\$ 3,720,000	\$ 1,140,000	\$ 1,445,000	\$33,775,000
Reoffering Premium	2,088,248	31,073	73,264	119,755	2,312,340
Total Sources	\$29,558,248	\$ 3,751,073	\$ 1,213,264	\$ 1,564,755	\$36,087,340

Use of Funds

Total Underwriters Discount	\$ 192,290	\$ 26,040	\$ 7,980	\$ 10,115	\$ 236,425
Cost of Issuance	117,932	15,970	4,894	6,204	145,000
Deposit to Construction Fund	29,243,000	4,000,000	1,200,000	1,550,000	35,993,000
Deposit to Debt Service Fund	5,026	(937)	390	(1,563)	2,915
Total Uses	29,558,248	4,041,073	1,213,264	1,564,755	36,377,340

Certificate (Bond) Data

Term of Bonds (years)	20.00	20.00	5.00	6.00	
Estimated Interest cost	3.43%	3.29%	1.83%	1.89%	
Source of Repayment	I&S Fund	Drainage Fund	General Fund	General Fund	

***The issue size is preliminary and will be sized at the time of pricing.**

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8832-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING PROCEEDING WITH ISSUANCE OF THE CITY OF TEMPLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017 AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE SUCH CERTIFICATES OF OBLIGATION; AND OTHER MATTERS RELATED THERETO; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Whereas, the City Council of the City of Temple, Texas (the "City") finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions;

Whereas, the Council has deemed it advisable to give notice of intention to issue certificates of obligation in a maximum principal amount not to exceed \$36,500,000 (the "Certificates") pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act") for the purpose of financing the Contractual Obligations;

Whereas, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized, and (iii) the manner in which the Certificates will be paid; and

Whereas, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. **Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

2. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

3. Bond Counsel to the City shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, for two consecutive

weeks, the date of the first publication to be at least 31 days prior to the time set for the final passage of the ordinance authorizing issuance of the Certificates as shown in the notice.

4. The Director of Finance, Financial Advisor and Bond Counsel to the City are authorized to proceed with preparing the necessary bond and offering documents to effectuate the sale of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.

5. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary and City Manager are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution.

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

PASSED AND APPROVED this the 7th day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney

EXHIBIT "A"

NOTICE OF INTENTION REGARDING THE ISSUANCE OF THE CITY OF TEMPLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Temple, Texas, to issue interest bearing certificates of obligation of the City entitled "City of Temple, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017" (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, trails, sidewalks, intersections, traffic signalization and other transportation improvement projects including related water, wastewater and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs; (2) purchasing sanitation equipment and vehicles; (3) purchasing public safety equipment, including radio communications equipment; (4) costs related to drainage improvements, including a drainage master plan for the City; (5) improving, expanding, and upgrading the City's park and recreational facilities; and (6) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 5:00 p.m. on the 19th day of October, 2017 at Council Chambers, 2 North Main Street, Temple, Texas, 76501, the passage of an ordinance authorizing the issuance of the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is \$36,500,000. The City Council presently proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law and from the surplus revenues of the City's utility system in an amount not to exceed \$10,000, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's utility system.

CITY OF TEMPLE, TEXAS



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #4(PP)
Consent Agenda
Page 1 of 1

DEPT. /DIVISION SUBMISSION & REVIEW:

Brynn Myers, Interim City Manager

ITEM DESCRIPTION: Consider adopting a resolution setting a schedule of civil fines for parking violations under Code of Ordinances, Chapter 37, "Traffic."

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In June 2017, the City Council approved amendments to Chapter 37 of the Code of Ordinances, "Traffic". The most significant amendment that was adopted was a change to the enforcement process for parking violations to a civil offense, as allowed by State law. The amended code requires the fines for violations be set by a resolution adopted by the City Council.

Staff recommends the attached schedule of fines for adoption.

FISCAL IMPACT: Between 2011 and 2014, an average of 3,000 parking tickets were issued annually generating revenue of approximately \$15,000 per year. The FY 2018 Operating Budget includes resources to support enforcement of the changes adopted into the ordinance in June 2017. Parking fine revenue for FY 2018 is estimated at \$12,000 and will be recognized in account 110-0000-452-0361.

ATTACHMENTS:

[Fine Schedule](#)
[Resolution](#)

Draft Civil Fines for Parking Violations Under Chapter 37

Prohibited Areas and Prohibited Ways to Park, Stop, or Stand Vehicle:	On-Time	Late
double-parking (includes stopping, standing, and parking vehicle)	\$ 20.00	\$ 30.00
on a sidewalk	20.00	30.00
in an intersection	20.00	30.00
on a crosswalk	20.00	30.00
in a safety zone	20.00	30.00
alongside or opposite any street excavation or obstruction when the person's vehicle's action would obstruct traffic	20.00	30.00
on a bridge or other elevated structure on a highway or in a highway tunnel	20.00	30.00
on a railroad track	40.00	50.00
on a control access highway	20.00	30.00
in the area between roadways of a divided highway, including a crossover (parking in physical medians between divided highways)	20.00	30.00
a place in which an official traffic control device prohibits stopping, standing, or parking	20.00	30.00
in front of a public or private driveway	20.00	30.00
within 15 feet of a fire hydrant	35.00	45.00
within 20 feet of a crosswalk at an intersection	20.00	30.00
within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway	20.00	30.00
within 20 feet of a driveway entrance to a fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when the entrance is properly marked with a sign	20.00	30.00
within 50 feet of the nearest rail of a railroad crossing	20.00	30.00
in the alley in the central business district	20.00	30.00
leaving available less than 10 feet of the width of the roadway open for vehicle traffic	20.00	30.00
leaving available less than 10 feet of the width of an alley open for vehicle traffic	20.00	30.00
obstructing an intersection visibility triangle with a vehicle or boat	20.00	30.00
over parked in 2 hour parking zone	15.00	25.00
improper parking: wrong direction of traffic, over 18 inches from curb, backed in, not in the lines	20.00	30.00
in the driveway of a parking lot owned or maintained by City	20.00	30.00
over parked in loading zone	15.00	25.00
over parked boat, non-motor vehicle, or RV	20.00	30.00
within 300 feet of the scene of a fire	40.00	50.00
in a fire lane	90.00	100.00
outside of designated parking area at City airport	20.00	30.00
within 25 feet of fire hydrant at City airport	35.00	45.00
improper parking of RV on private property	20.00	30.00

Prohibited Actions:

	On-Time	Late
moving a vehicle that is not lawfully under a person's control into an area prohibited by Sec. 37-87	\$ 20.00	\$ 30.00
stopping, standing, or parking a vehicle on public property or public street for the primary purpose of offering a vehicle for sale or selling a vehicle	20.00	30.00
stopping, standing, or parking a vehicle on public property or public street for the purpose of repairing the vehicle or vehicle's accessories, with the exception of emergency repairs	20.00	30.00
stopping, standing, or parking a vehicle on public property or public street for the primary purpose of washing the vehicle	20.00	30.00
allowing a fence, wall, screen, view obstruction, or foliage to block an intersection visibility triangle	20.00	30.00
parking truck with more than 2 axles on public street or alley	20.00	30.00
leaving vehicle in public street, alley, or City parking lot in same spot from more than 2 days	20.00	30.00
leaving unattended a tank vehicle containing liquid petroleum gas or parking such vehicle for more than 1 hour except in specified premises	40.00	50.00
parking, stopping, or standing bus in areas not specified for buses	20.00	30.00
parking, stopping, or standing bus more than 18 inches from curb or not parallel to curb	20.00	30.00

Immobilization Fee:	\$ 50.00
----------------------------	----------

RESOLUTION NO. 2017-8833-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ADOPTING A SCHEDULE OF CIVIL FINES FOR PARKING VIOLATIONS UNDER THE CODE OF ORDINANCES, CHAPTER 37, "TRAFFIC;" AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in June 2017, Council approved amendments to Chapter 37 of the Code of Ordinances, "Traffic" with the most significant amendment being the change to the enforcement process for parking violations which makes those types of violations civil offenses as allowed by State law;

Whereas, the amended code also requires that fines for the violations be set by Resolution adopted by City Council - the fines for parking violations are outlined in Exhibit "A" attached hereto and made a part hereof for all purposes;

Whereas, between 2011 and 2014, an average of 3,000 parking tickets were issued annually generating revenue of approximately \$15,000 per year – parking fine revenue for fiscal year 2018 is estimated at \$12,000 and will be recognized in Account No. 110-0000-452-0361; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council approves setting a schedule of civil fines for parking violations which are more fully described in Exhibit "A," attached hereto and made a part hereof for all purposes.

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 7th day of **September**, 2017.

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

09/07/17
Item #4(QQ)
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 2016-2017.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2016-2017 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$41,079,112.

ATTACHMENTS:

[Budget Amendments](#)
[Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2017 BUDGET
September 7, 2017

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
240-4600-551-2129		Supplies / Advertising/Marketing	\$ 2,585	
240-0000-461-0830		Other / Other Revenues		\$ 2,585
To appropriate revenues and expenditures related to several Downtown events held this fiscal year.				
110-3280-551-2541		Other Services / Corporate Games	\$ 5,325	
110-0000-445-1571		Recreational Services / Corporate Games		\$ 5,325
To appropriate additional revenue and expenditures related to the Corporate Games.				
260-0000-490-2582		Transfer In / Transfer In	\$ 2,592,000	
260-3400-531-6862	101257	Capital - Bonds / Prairie View Road Improvements		\$ 2,592,000
To unappropriate funding for the City's matching funds for the KTMP grant related to the construction of Prairie View Road improvements. The funding will be reappropriated to the Transportation Capital Improvement Program in order to align funding with expected project delivery time lines. A budget adjustment was approved by Council on 08/25/17 for the TCIP realignment of funding.				
110-2230-522-2516		Other Services / Judgments & Damages	\$ 24,500	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 24,500
110-0000-352-1345		Designated Capital Projects - Unallocated	\$ 24,500	
110-2230-522-2516		Other Services / Judgments & Damages		\$ 24,500
Council authorized a budget adjustment on 08/03/17 related to the damages to asset # 14491 (Engine 7) that appropriated insurance proceeds and fund balance based on the understanding that the City's insurance deductible was \$25,000. Since the approval in August, it was discovered the City's insurance deductible is \$500. This BA will appropriate the difference in insurance proceeds of \$24,500 (\$30,972.48 insurance check minus \$6,472 appropriated with BA # 080-005), as well as, reduce the funding from Designated Capital Projects - Unallocated to only \$500 to cover the actual deductible required by the City.				
520-5200-535-2326		Repair & Maintenance / Hydrants & Valves	\$ 1,365	
520-0000-443-3054		Other / Insurance Claims		\$ 1,365
To appropriate insurance proceeds from Farmers Texas County Mutual Insurance Company related to damages to a fire hydrant on April 11, 2017 at 2122 W. Adams.				
110-2031-521-6213	101773	Capital Equipment / Automotive	\$ 20,297	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 20,297
To appropriate insurance proceeds from TML for replacement of asset # 14047 that was totaled on May 4, 2017.				
520-5300-535-2516		Other Services / Judgment & Damages	\$ 3,282	
520-0000-461-0554		Insurance Claims / Insurance Claims		\$ 3,282
To appropriate insurance proceeds from USAA General Indemnity Company related to damages to asset # 13513 that occurred on June 7, 2017.				
110-2800-532-2516		Other Services / Judgment & Damages	\$ 4,000	
110-3400-531-2115		Supplies / Fuel		\$ 4,000
To reallocate funding for repairs to a damaged school flasher.				
110-0000-352-1345		General Fund Desg Cap Proj / General Government Compensation Plan	\$ 382,400	
110-1500-515-6536		Capital / Contingency - Compensation		\$ 382,400
240-0000-352-1345		Hotel/Motel Fund Desg Cap Proj / General Government Compensation Plan	\$ 20,700	
240-4400-551-6536		Capital / Contingency - Compensation		\$ 20,700
To designate remaining contingency - compensation funding in FY 2017 for use in FY 2018.				

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2017 BUDGET
September 7, 2017

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
358-2100-529-6310	101725	Animal Shelter - Lighting Upgrade	\$ 8,630	
358-7000-551-6310	101726	Santa Fe - Lighting Upgrade	\$ 4,060	
358-4400-551-6310	101727	Mayborn Convention Center - Lighting Upgrade	\$ 19,740	
358-2000-521-6310	101568	Police Department - Lighting Upgrade	\$ 142,000	
358-2400-519-6310	101728	Historic Post Office - Lighting Upgrade	\$ 11,640	
358-2400-519-6310	101729	City Hall - Lightening Upgrade	\$ 17,950	
358-3200-551-6310	101730	Summit Fitness Center - Lighting Upgrade	\$ 6,490	
358-2400-519-6310	101731	Service Centers A/B/C - Lighting Upgrade	\$ 25,940	
358-2400-519-6310	101403	Service Centers A/B/C - Lighting Upgrade (Outdoor)	\$ 166,760	
358-2200-521-6310	101732	Fire Station Central - Lighting Upgrade	\$ 5,410	
358-2200-521-6310	101733	Fire Station # 2 - Lighting Upgrade	\$ 2,550	
358-2200-521-6310	101734	Fire Station # 3 - Lighting Upgrade	\$ 3,950	
358-2200-521-6310	101735	Fire Station # 4 - Lighting Upgrade	\$ 3,420	
358-2200-521-6310	101736	Fire Station # 5 - Lighting Upgrade	\$ 3,350	
358-2200-521-6310	101737	Fire Station # 6 - Lighting Upgrade	\$ 2,560	
358-2200-521-6310	101738	Fire Station # 7 - Lighting Upgrade	\$ 4,130	
358-2200-521-6310	101739	Fire Station # 8 - Lighting Upgrade	\$ 6,285	
358-3200-551-6310	101740	Gober Party House - Lighting Upgrade	\$ 1,620	
358-3200-551-6310	101741	Blackmon Center - Lighting Upgrade	\$ 3,960	
358-2400-519-6310	101742	Patsy Luna Building - Lighting Upgrade	\$ 2,400	
358-3700-522-6310	101743	Code Compliance - Lighting Upgrade	\$ 1,350	
358-1800-525-6310	101744	Municipal Court / Utility Business Office - Lighting Upgrade	\$ 5,125	
358-5800-535-6310	101744	Municipal Court / Utility Business Office - Lighting Upgrade	\$ 5,125	
358-2400-519-6310	101745	Clarence Martin Gym - Lighting Upgrade	\$ 6,625	
358-3200-551-6310	101746	Sammons Community Center Indoor Pool - Lighting Upgrade	\$ 3,415	
358-3100-551-6310	101747	Sammons Golf Course Clubhouse - Lighting Upgrade	\$ 1,160	
358-3600-560-6310	101748	Elmer Reed General Aviation Terminal - Lighting Upgrade	\$ 4,420	
358-3500-552-6310	101749	PARD Shop - Lighting Upgrade	\$ 2,100	
358-2100-529-3100	101750	Animal Shelter - HVAC Improvements	\$ 50,425	
358-7000-551-6310	101751	Santa Fe - HVAC Improvements	\$ 236,812	
358-4400-551-6310	101752	Mayborn Convention Center - HVAC Improvements	\$ 465,300	
358-2000-521-6310	101753	Police Department - HVAC Improvements	\$ 4,000	
358-2400-519-6310	101754	City Hall - HVAC Improvements	\$ 172,575	
358-3200-551-6310	101755	Summit Fitness Center - HVAC Improvements	\$ 165,325	
358-2400-519-6310	101756	Service Centers A/B/C - HVAC Improvements	\$ 189,360	
358-2200-521-6310	101757	Fire Station # 3 - HVAC Improvements	\$ 31,250	
358-2200-521-6310	101758	Fire Station # 4 - HVAC Improvements	\$ 18,150	
358-2200-521-6310	101759	Fire Station # 5 - HVAC Improvements	\$ 25,250	
358-2200-521-6310	101760	Fire Station # 7 - HVAC Improvements	\$ 8,225	
358-3200-551-6310	101761	Gober Party House - HVAC Improvements	\$ 49,800	
358-2400-519-6310	101762	Patsy Luna Building - HVAC Improvements	\$ 10,550	
358-3700-524-6310	101763	Code Compliance - HVAC Improvements	\$ 5,850	
358-3200-551-6310	101764	Blackmon Center - HVAC Improvements	\$ 14,625	
358-1800-525-6310	101765	Municipal Court / Utility Business Office - HVAC Improvements	\$ 96,750	
358-5800-535-6310	101765	Municipal Court / Utility Business Office - HVAC Improvements	\$ 96,750	
358-2400-519-6310	101766	Clarence Martin Gym - HVAC Improvements	\$ 59,925	
358-3200-551-6310	101767	Sammons Community Center Indoor Pool - HVAC Improvements	\$ 10,550	
358-3100-551-6310	101768	Sammons Golf Course Clubhouse - HVAC Improvements	\$ 18,700	
358-3600-560-6310	101769	Elmer Reed General Aviation Terminal - HVAC Improvements	\$ 33,150	
358-3500-552-6310	101770	PARD Shop - HVAC Improvements	\$ 7,000	
358-2400-519-6310	101775	Capital Building & Grounds / Design Fees	\$ 224,249	
358-2400-519-6532		Capital - Special Projects / Contingency	\$ 336,373	
358-0000-490-2013		Loan Proceeds / Loan Proceeds		\$ 2,803,109

To appropriate the LoanSTAR Loan Program proceeds that will be utilized for HVAC improvements and lighting improvements at several City facilities. Council authorized submission of the loan application on November 3, 2016 and funding was approved by SECO on July 25, 2017.

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2017 BUDGET
September 7, 2017

			APPROPRIATIONS	
ACCOUNT #	PROJECT #	DESCRIPTION	Debit	Credit
110-1300-515-2623		Contracted Services / Other Contract Services	\$ 4,003	
110-0000-461-0424		Sale of Fixed Assets / Sale of Assets		\$ 4,003
292-2900-534-2623		Contracted Services / Other Contract Services	\$ 253	
292-0000-461-0424		Sale of Fixed Assets / Sale of Assets		\$ 253
To appropriate revenue and expenditure related to online auction sale of fixed assets.				
520-5000-535-6221	101640	Capital Equipment / Computer Software	\$ 48,794	
520-5100-535-6222	101206	Capital Equipment / Machinery & Equipment		\$ 18,815
520-5100-535-6211	101418	Capital Equipment / Instruments/Special Equipment		\$ 29,979
To appropriate available project funding for the purchase of CityWorks AMS Software.				
561-5200-535-6939	100608	Charter Oak Waterline, Phase II - Riverside to Loop 363 (Transmission Main)	\$ 3,700,000	
561-5400-535-6925	101477	Bird Creek Interceptor, Phase V	\$ 1,500,000	
561-5400-535-6905	101475	Shallowford Lift Station	\$ 8,200,000	
561-5400-535-6973	101512	Shallowford FM to TBP	\$ 2,700,000	
561-5400-535-6980	101628	Williamson Creek Interceptor Improvements	\$ 3,200,000	
561-5100-535-6954	101614	Water Treatment Plant, Task 3 (Lagoon Improvements)	\$ 3,500,000	
561-5500-535-6938	101774	Temple-Belton Wastewater Treatment Plant, Phase I - Headworks & EQ Basin	\$ 10,100,000	
561-5200-535-6983	100952	TCIP Utilities - Hogan Road Improvements	\$ 1,850,000	
561-5000-535-6532		Capital - Special Projects / Contingency	\$ 255,130	
561-5700-580-7312		Bond Issuance Costs	\$ 136,869	
561-0000-373-0422		Reserved for Bond Proceeds		\$ 35,141,999
To appropriate the Utility Revenue bond proceeds that sold on August 17, 2017. Proceeds will be received by the City on September 12, 2017.				
TOTAL AMENDMENTS			\$ 41,079,112	\$ 41,079,112
GENERAL FUND				
Beginning Contingency Balance			\$	-
Added to Contingency Sweep Account				-
Carry forward from Prior Year				-
Taken From Contingency				-
Net Balance of Contingency Account			\$	-
Beginning Judgments & Damages Contingency			\$	5,257
Added to Contingency Judgments & Damages from Council Contingency				-
Taken From Judgments & Damages				(5,257)
Net Balance of Judgments & Damages Contingency Account			\$	-
Beginning Compensation Contingency			\$	560,000
Added to Compensation Contingency				-
Taken From Compensation Contingency				(559,972)
Net Balance of Compensation Contingency Account			\$	28
Net Balance Council Contingency			\$	28
Beginning Balance Budget Sweep Contingency			\$	-
Added to Budget Sweep Contingency				-
Taken From Budget Sweep				-
Net Balance of Budget Sweep Contingency Account			\$	-
WATER & SEWER FUND				
Beginning Contingency Balance			\$	50,000
Added to Contingency Sweep Account				-
Taken From Contingency				(41,558)
Net Balance of Contingency Account			\$	8,442
Beginning Compensation Contingency			\$	112,500
Added to Compensation Contingency				-
Taken From Compensation Contingency				(37,430)
Net Balance of Compensation Contingency Account			\$	75,070
Net Balance Water & Sewer Fund Contingency			\$	83,512

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2017 BUDGET
September 7, 2017

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		HOTEL/MOTEL TAX FUND		
		Beginning Contingency Balance		\$ -
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account		\$ -
		Beginning Compensation Contingency	\$	28,300
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(28,280)
		Net Balance of Compensation Contingency Account	\$	20
		Net Balance Hotel/Motel Tax Fund Contingency	\$	20
		DRAINAGE FUND		
		Beginning Contingency Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning Compensation Contingency	\$	24,300
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(7,841)
		Net Balance of Compensation Contingency Account	\$	16,459
		Net Balance Drainage Fund Contingency	\$	16,459
		FED/STATE GRANT FUND		
		Beginning Contingency Balance	\$	-
		Carry forward from Prior Year		14,947
		Added to Contingency Sweep Account		22,397
		Taken From Contingency		-
		Net Balance Fed/State Grant Fund Contingency	\$	37,344

RESOLUTION NO. 2017-8834-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2016-2017 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 26th day of August, 2016, the City Council approved a budget for the 2016-2017 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2016-2017 City Budget.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council approves amending the 2016-2017 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 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 7th day of **September**, 2017.

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

09/07/17

Item #5

Regular Agenda

Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director

Don Bond, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a contract, for the lump sum price of \$13,110,000, and a deductive change order, in the amount of \$987,582, between the City of Temple, City of Belton, and Archer Western Construction, LLC, of Irving, for the construction of Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion Project.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Temple-Belton Wastewater Treatment Plant ("TBP"), located on FM 93 between I-35 and South 31st Street (Project Map attached), is jointly owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons per day (MGD) of wastewater. Temple and Belton share capital improvement costs at 75% and 25%, respectively, and contract with the Brazos River Authority to operate the facility. The plant was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton.

TCEQ requires wastewater plants to complete steps toward expansion at specific inflow thresholds. In 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion. On August 18, 2011, Council authorized KPA to prepare a preliminary engineering report for the TBP in the amount of \$895,698.75 (Temple's share of \$1,194,265).

On October 15, 2015, Council authorized an agreement with KPA in the amount of \$1,006,166.25 (Temple's share of \$1,341,555) for professional services to design and bid Phase 1 of the expansion. This original scope of services consisted of three items organized as Task 1: Basis of Design, Task 2: Phase 1 Final Design, and Task 4: Phase 1 Bidding. Task 3: Phase 2 Final Design was not awarded at that time. On June 16, 2016, Council authorized Task 3, modified Task 2 to remove ORBAL improvements and add design of an equalization basin, and added Task 5 to bid Phase 2 improvements when ready in the amount of \$1,527,832.50 (Temple's share of \$2,037,110).

On July 18, 2017, two bids were received for Phase 1 construction that ranged from the low base bid plus alternate of \$13,182,000 to the high base bid plus alternate of \$16,413,000. Per the attached Bid Tabulation, Archer Western submitted the low base bid plus alternate in the amount of \$13,182,000. The opinion of probable construction cost was \$10,100,000 plus \$400,000 of additional scope items.

Due to the low bid being 30% higher than the Engineer's OPC, further discussions were held on how to best proceed. As described in the attached Letter of Recommendation, the project team reviewed four potential options. With the immediate need of the expansion, the project team decided it would be best to award only the base bid for construction, but with a deductive change order that includes some electrical cost savings identified during the post-bid review process. These electrical modifications allow smaller transformers and cabling to be installed with Phase 1 and also defer electrical infrastructure and demand costs to Phase 2 when they will be required. The attached Letter of Recommendation and Change Order #1 provide further details.

Summary of Project Construction Costs:

	<u>Total</u>	<u>Belton (25%)</u>	<u>Temple (75%)</u>	<u>Recommended?</u>
Base Bid	\$13,110,000	\$3,277,500	\$9,832,500	Yes
Add Alternate	\$72,000	\$18,000	\$54,000	No
Change Order No. 1	\$(987,582.00)	\$(246,895.50)	\$(740,686.50)	Yes
<hr/>				
Total Award Cost	\$12,122,418	\$3,030,604.50	\$9,091,813.50	Yes

City Staff and the Engineer agree that Archer Western is qualified to complete this project and recommend award of a construction contract for the base bid plus the deductive change order totaling \$12,122,418, with Temple's 75% portion being \$9,091,813.50. Time allotted for construction is 420 calendar days.

FISCAL IMPACT: The 2017 Utility Revenue Bonds to be used to fund this project were sold on August 17, 2017.

Funding for the award of the construction contract and deductive change order #1 with Archer Western Construction, LLC, is appropriated in account 561-5500-535-6938, project #101774 as follows:

Available Project Funding	\$ 10,100,000
Construction Award - Archer Western Construction	(9,832,500)
Archer Western Construction Change Order #1	740,687
KPA Contract Amendment #2	(500,910)
Inspection Services Award - MRB Group, PC	(93,044)
Remaining Project Funds Available	<u>\$ 414,233</u>

ATTACHMENTS:

[Engineer's Letter of Recommendation](#)
[Bid Tabulation](#)
[Change Order #1](#)
[Project Map](#)
[Resolution](#)



KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

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

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

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

August 25, 2017

Mrs. Angellia Points, P.E.
City Engineer
City of Belton
PO Box 120
Belton, Texas 76513

Mr. James Billeck, P.E.
Project Manager
City of Temple
3210 E. Avenue H, Building A
Temple, Texas 76501

Re: Cities of Temple and Belton, Texas
Temple-Belton Wastewater Treatment Plant – Phase I
Headworks & Flow Equalization Improvements

Dear Mrs. Points & Mr. Billeck:

On July 18, 2017, the Cities of Temple and Belton received bids from two (2) contractors for the Phase I Headworks and Flow Equalization Improvements project at the Temple-Belton Wastewater Treatment Plant (TBWWTP). The attached Bid Tabulation shows Archer Western Construction, LLC of Irving, Texas, as the low bidder at \$13,110,000 for the Total Bid and \$72,000 for the Add Alternate Bid for a Total Bid of \$13,182,000. The bids ranged from the low bid to \$16,375,000 for the Base Bid and \$16,413,000 for the Total Bid. Eight (8) General Contractors (GCs) attended the Mandatory Pre-Bid Meeting and were eligible to bid the project. From discussions with the GCs during and after the bidding process, the primary reasons for not bidding were 1) current workload, 2) conflicting internal schedules and 3) availability of skilled labor (specifically concrete crews).

Our final opinion of probable construction cost was \$10,100,000 prior to the inclusion of the following costs: 1) ONCOR service fees, 2) Redundant Odor Control Vessel, 3) Extended Fence and 4) Plant Roadway and Access Point from the West. These additional costs total approximately \$400,000 bringing the total OPC to \$10.5 million. In the months leading up to the bidding of this project, we had multiple conversations with contractors, manufacturer representatives and equipment suppliers. These conversations led us to believe that the current bid climate was such that the bid prices would be higher than the OPC, which we relayed to the Cities. From these discussions, the current bid climate for treatment work can generally be described as a contractor's market. Many of the treatment contractors have multiple, large contracts currently under construction and are not under the pressure of having to be procure work. Similar bids on projects by others in the Central Texas area ranging from \$5 million to \$35 million have experienced bid amounts from 15% to 75% over budget during the past three (3) months. While the current bid climate has been trending as detailed for several months, it should be noted that the project bidding was delayed from early 2017 to Summer 2017 when the TCEQ plan review took almost six (6) months and was returned with no comments.

In addition to the current bid climate, cost increases have occurred in concrete and electrical (copper) costs. These two specific items account for approximately 70% of the increased cost in this project. To illustrate the cost increase for formed concrete, the following table summarizes actual concrete costs from treatment contractors in the past year:

Table 1

Historical Structural Concrete Costs

Structure Component	August 2016	June 2017
Slab	\$300 / CY	\$400 / CY
Wall	\$500 / CY	\$800 / CY
Elevated Slab (Deck)	\$700 / CY	\$1,000 / CY

The OPCs were prepared based on concrete costs representative of the August 2016 values. Preliminary discussions with the low bidder indicate that the average cost of concrete on the TBWWTP project was in excess of \$820 per cubic yard without overhead multipliers.

The electrical costs were substantially higher than the OPC. A review of the costs indicate the increase was generally in two areas, copper and labor. The remainder of the equipment was generally in line with the budgetary values used during the preparation of the OPC.

The project team reviewed four potential options concerning the construction of the Phase I Improvements. They are listed below with a general summary reasoning behind recommendation:

1. Award Contract for Bid Amount to Archer Western. *Not recommended.*
This option is well outside of the budget and includes costs associated with additional electrical capacity associated with Phase II that can be deferred.
2. Reject Bids and Re-bid the project. *Not recommended.*
There were only two (2) bids on the Phase I Project. The bid climate has not changed in the past two months and we do not see it changing in the near future. Two projects recently have re-bid due to high bid prices. Both projects' second bid prices were higher than the first. Additionally, it is possible that the current low bidder would not submit a bid on the re-bid project (from past history with these types of situations) further limiting the number of bids we would expect to receive.
3. Reject Bids and incorporate Phase I into the Phase II Project. *Possible Alternative.*
The concerns with this alternative are that they push the Phase I Improvements out 12 to 18 months. These improvements include the new Headworks structure and Flow Equalization. The existing headworks structure is in poor condition and should be replaced as soon as possible. Likewise, the expanded headworks and flow equalization improvements are required prior to construction of the Shallowford Lift Station Improvements.
4. Award Contract to Archer Western with deductive change order. *Recommended.*
There are components within the Phase I Improvements that were designed with excess capacity for Phase II. Most of these were within the electrical scope of the project. They can be removed and/or re-designed to minimize the Phase I Cost while deferring the increased capacity cost to Phase II.

Option 4, above, is the recommended alternative. The potential safety concerns (existing headworks structure) and existing system deficiencies that will require the improved facilities (Shallowford Lift Station, Leon River Lift Station and Hubbard Branch Lift Station) necessitate that this project move forward sooner rather than later. The existing headworks structure, mentioned in Option 3 above, was removed from service and inspected in November 2006. At that time, it was noted that the interior concrete structure had experienced areas of severe corrosion with some reinforcing steel visible. The structural engineer's recommendation was that the structure faced a high probability of developing a "point failure" if not addressed in the near future. The structure was thoroughly cleaned and a protective coating was installed over the concrete. Recent conversations with treatment plant staff indicate that the majority of the protective coating is beginning to see areas of failure. As such, this structure is in danger of potentially developing leaks and/or other areas of failure if it remains in service for an extended period of time. Likewise, overflows in the Bird Creek drainage basin will not be fully addressed until the construction of the Bird Creek Interceptor, Shallowford Lift Station and Shallowford Force Main are completed. Each of these three projects is dependent on the Flow Equalization Improvements included in the TBWWTP Phase I Project being complete and operable prior to their completion. In addition to these items, the implementation of odor control facilities has been an important factor in the timeline of the overall project.

The design team has spent the past several weeks working with Archer Western and their electrical subcontractor to identify potential cost savings. The Phase I Improvements included additional electrical capacity, upsized transformers, switchgear and a single large electrical building (with vault to facilitate future connections) that will not be required until Phase II. We have included the revised plan sheets detailing the revisions associated with the attached Change Order No. 1. The following plan sheets were revised:

1. Site Civil Sheets (BE2, BE3 and BE5)
2. One Line Diagram Sheets (PE1, PE5, PE6, PE12 AND PE13)
3. SCADA System Sheet (PI1)
4. Instrumentation Sheet (SI1)

These modifications generally consist of the following:

1. Relocating the main electrical power take off point (which eliminates fees associated with ONCOR),
2. Shorter runs of less expensive conduit and cable
3. Removing a single 25kVa transformer and replacing with two (2) 5kVa transformers
4. Removing the single, large electrical building with cable vault constructed beneath it and replacing with two smaller, slab on grade buildings without vaults,
5. Detailing the 480V duct banks to be sand encased with a 6" concrete cap,
6. Allowing G&W switches

These electrical modifications allow smaller transformers and cabling to be installed with Phase I and also defer electrical infrastructure and demand costs to Phase II when they will be required. Change Order No. 1 is attached which includes the following items:

- Bid Item 8. This is the bid item that includes direct costs associated with ONCOR and the upgraded, relocated service connection. The entire item is being deducted. It is not anticipated that there will be any direct costs from ONCOR for the Phase I project. If there are any minor fees or costs associated with ONCOR, they will be incorporated via Change Order in the future.
- Item CO1-1. This includes the electrical modifications described above and detailed in the revised plan sheets, including the electrical buildings and the electrical/installation cost of three 2 hp pumps at the Vacuum Truck Dump Station.

Change Order No. 1 totals \$987,582 in Phase I construction cost reductions. These cost reductions correspond to \$246,895.50 in cost savings for the City of Belton and \$740,686.50 in cost savings for the City of Temple.

We have contacted references and reviewed Archer Western's completed projects, current workload and available equipment lists. Based on this review, Archer Western has the experience and expertise to successfully construct the TBWWTP Phase I project. Therefore, we recommend that a contract be awarded to Archer Western Construction, LLC, for the Base Bid of the TBWWTP Phase I Headworks & Flow Equalization Improvements in the amount of \$13,110,000. The City of Belton and City of Temple components of the base bid amount are \$3,277,500 and \$9,832,500 respectively. Additionally, we recommend that the attached Change Order No. 1, in the amount of \$(987,582.00) be executed concurrently with this award. Change Order No. 1 is a deductive change order that reflects the re-design of electrical improvements to remove additional Phase II components and capacity. The City of Belton and City of Temple components of the deductive change order are \$(246,895.50) and \$(740,686.50), respectively. The summary of Total Project Costs broken down by City are included in the following table.

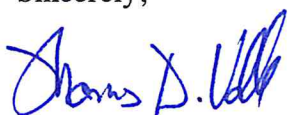
Table 2

Summary of Project Construction Costs

Component	Total Project	City of Belton	City of Temple	Recommended?
Base Bid	\$13,110,000	\$3,277,500	\$9,832,500	Yes
Add Alternate	\$72,000	\$18,000	\$54,000	No
Change Order No. 1	\$(987,582.00)	\$(246,895.50)	\$(740,686.50)	Yes
Total Award Cost	\$12,122,418	\$3,030,604.50	\$9,091,813.50	Yes

We are available to discuss any portion of this letter of recommendation with you at your convenience.

Sincerely,



Thomas D. Valle, P.E.
TDV/

xc: 2015-140/141-40



BID TABULATION
TEMPLE, CITY OF
Temple-Belton Wastewater Treatment Plant - Phase I
Headworks and Flow Equalization Improvements

July 18, 2017; 2 PM
Purchasing Department, 3210 . Ave , Bldg C
Temple TX 76501

BIDDER INFORMATION			
Archer Western Construction LLC		Austin Engineering Company Inc	
1411 Greenway Drive		PO Box 342349	
Irving TX 75038		Austin TX 78734	

BASE BID

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 200,000.00	\$ 200,000.00	\$ 600,000.00	\$ 600,000.00
2	100%	LS	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA	5,000.00	5,000.00	2,000.00	2,000.00
3	6,000	LF	Implement and Follow Trench Safety Plan (Pipe)	2.00	12,000.00	2.00	12,000.00
4	8,000	SF	Implement and Follow Trench Safety Plan (Structures & Manholes)	2.00	16,000.00	2.00	16,000.00
5	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from TCEQ	2,000.00	2,000.00	1,000.00	1,000.00
6	1,000	LF	Furnish, Install, Maintain and Remove Silt Fence as required in the Stormwater Pollution Prevention Plan	3.00	3,000.00	2.00	2,000.00
7	100%	LS	Furnish All Labor, Materials, Tools & Equipment & Constructing the Headworks and Flow Equalization Improvements, Complete in all Details including all Mechanical, Electrical, Controls, Equipment, Piping, Piping Connections, Temporary Connections, Fencing, Site-Work, Earthwork, Demolition, Testing, Startup and all other components as Shown on the Plans, pecified Herein and as required to allow for fully functional processes	12,596,000.00	12,596,000.00	15,500,000.00	15,500,000.00
8	1,000	VF	Repair cracks in concrete walls of existing Aerobic Digester Basins (Proposed Flow Equalization Basins) which are larger than 1/16" in width and exhibit leaching at the face of concrete with effloresence and/or corrosion and rust staining of concrete	60.00	60,000.00	10.00	10,000.00
9	100%	LS	Provide Project Record Drawings (As Builts)	1,000.00	1,000.00	2,000.00	2,000.00
10	100%	LS	ONCOR Costs, including Contractor's Coordination, for Relocating the Overhead Throwover Switch, Additional Capacity in the Alternate Feed and Work Associated with the New Service	215,000.00	215,000.00	230,000.00	230,000.00
TOTAL BASE BID AMOUNT (ITEMS 1 - 10)				\$	13,110,000.00	*	\$ 16,375,000.00

ADD ALTERNATE BID

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
AA-1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Add Alternate Bid Amount	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
AA-2	100%	LS	Construction of 20' Plant Roadway from the west property lien tot the Compost Area, including installation of a 20' Double Gate in the existing Chain Link Fence as shown on Sheet Add, 3-1	70,000.00	70,000.00	37,500.00	37,500.00
TOTAL ADD ALTERNATE BID AMOUNT (ITEMS AA-1 - AA-2)				\$	72,000.00		\$ 38,000.00

BIDDER INFORMATION			
Archer Western Construction LLC		Austin Engineering Company Inc	
1411 Greenway Drive		PO Box 342349	
Irving TX 75038		Austin TX 78734	

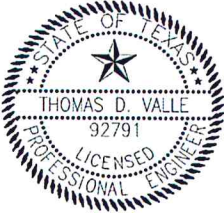
BID SUMMARY			
BASE BID AMOUNT		\$ 13,110,000.00	\$ 16,375,000.00
ADD ALTERNATE BID AMOUNT		\$ 72,000.00	\$ 38,000.00
TOTAL BID AMOUNT		\$ 13,182,000.00	\$ 16,413,000.00

Did Bidder Acknowledge Addenda No. 1?	YES	YES
Did Bidder Acknowledge Addenda No. 2?	YES	YES
Did Bidder Acknowledge Addenda No. 3?	YES	YES
Did Bidder Acknowledge Addenda No. 4?	YES	YES
Did Bidder Acknowledge Addenda No. 5?	YES	YES
Did Bidder Acknowledge Addenda No. 6?	YES	YES
Did Bidder provide Bid Security?	YES	YES

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

Thomas D. Valle, P.E.
Kasberg, Patrick & Associates, LP

August 14, 2017
Date



* Error in addition. Total amount has been corrected.

CHANGE ORDER

PROJECT: Temple-Belton Wastewater Treatment Plant - Phase I, Headworks & Flow Equalization Improvements
 OWNER: Cities of Temple and Belton, Texas
 CONTRACTOR: Archer Western
 ENGINEER: Kasberg, Patrick & Associates, LP
 CHANGE ORDER #: 1

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

ADD/DELETE

Item	Description	Quantity	Unit	Cost	Total
8	ONCOR Costs	100%	LS	\$ (215,000.00)	\$ (215,000.00)
	Electrical Modifications per revised Plans dated 8/17/2017 and subsequent email clarifications including deletion of Electrical Building w/ Vault				
CO1-1	Basement and the addition of two slab on grade Electrical Buildings and Pumps/Electrical at Vacuum Truck Dump Station . See Recommendation letter for description.	100%	LS	\$ (772,582.00)	\$ (772,582.00)
Total Add/Delete					\$ (987,582.00)

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

	Total Contract	City of Belton	City of Temple
Original Contract Amount	\$ 13,110,000.00	\$3,277,500.00	\$ 9,832,500.00
Previous Net Change in Contract Amount	\$ -	\$ -	\$ -
Net Change in Contract Amount	\$ (987,582.00)	\$ (246,895.50)	\$ (740,686.50)
Revised Contract Amount	\$ 12,122,418.00	\$3,030,604.50	\$ 9,091,813.50
Original Contract Time	420 days		
Previous Net Change in Contract Time	0 days		
Net Change in Contract Time	0 days		
Revised Contract Time	420 days		
Original Final Completion Date	To Be Determined		
Revised Final Completion Date	To Be Determined		

Recommended By:

Project Manager (Temple) Date

Recommended By:

Project Manager (Belton) Date

Agreed to:

Contractor Date

Approved as to form:

City Attorney's Office Date

Recommended by:

Engineer

Approved by City of Belton:

City Manager Belton

Approved by City of Temple:

City Manager Temple

Approved by Finance Department

Finance

Date

Date

Date

Date



CITIES OF TEMPLE & BELTON, TEXAS

TBWWTP PHASE I



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501
Firm Registration No. F-510

AUGUST 2017

RESOLUTION NO. 2017-8825-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT FOR THE LUMP SUM PRICE OF \$13,110,000, AND A DEDUCTIVE CHANGE ORDER IN THE AMOUNT OF \$987,582, BETWEEN THE CITY OF TEMPLE, CITY OF BELTON, AND ARCHER WESTERN CONSTRUCTION, LLC OF IRVING, TEXAS FOR CONSTRUCTION OF PHASE 1 OF THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Temple-Belton Wastewater Treatment Plant (TBP), located on FM 93 between I-35 and South 31st Street, is jointly owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons (MGD) of wastewater per day;

Whereas, the Cities of Temple and Belton share capital improvement costs at 75% and 25%, respectively, and contract with the Brazos River Authority to operate the facility – this facility was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton;

Whereas, the Texas Commission on Environmental Quality (TCEQ) requires wastewater plants to complete steps toward expansion at specific inflow thresholds - in 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion;

Whereas, on August 18, 2011, Council authorized Kasberg, Patrick & Associates (KPA) of Temple, Texas to prepare a preliminary engineering report for the TBP - on October 15, 2015, Council again authorized an agreement with KPA for professional services to design and bid Phase 1 of the expansion which included Task 1, Task 2 and Task 4;

Whereas, on June 16, 2016, Council authorized Task 3, modified Task 2 to remove ORBAL improvements and add design of an equalization basin, and added Task 5 to bid Phase 2 improvements;

Whereas, on July 18, 2017, two bids were received for Phase 1 construction with Archer Western submitting the low base bid plus alternate in the amount of \$13,182,000 - with the immediate need of the expansion, the project team decided it would be best to award only the base bid for construction, but with a deductive change order that includes some electrical cost savings identified during the post-bid review process;

Whereas, Staff and the City's engineer agree that Archer Western is qualified to complete this project and recommend Council award a construction contract to them for the base bid of \$13,110,000 and authorize a deductive change order which will reduce the contract amount to \$12,122,418, with Temple's 75% portion being \$9,091,813.50;

Whereas, this project is funded with 2017 Utility Revenue Bonds which were sold on August 17, 2017 - funding for this construction contract and deductive change order is available in Account No. 561-5500-535-6938, Project No. 101774; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the Interim City Manager, or her designee, after approval as to form by the City Attorney, to execute a contract for the lump sum price of \$13,110,000, and a deductive change order in the amount of \$987,582, between the City of Temple, City of Belton, and Archer Western Construction, LLC, of Irving, for the construction of Phase 1 of the Temple-Belton Wastewater Treatment Plant Expansion Project.

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 7th day of **September**, 2017.

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

09/07/17
Item #6
Regular Agenda
Page 1 of 2

DEPARTMENT / DIVISION SUBMISSION & REVIEW:

Dessie Redmond, Planner

ITEM DESCRIPTION: P-FY-17-39: Consider adopting a resolution on the final plat of TMED South Development, a 27.876 +/- acres, 3-lots, 2-blocks, non-residential subdivision, situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, located at South 5th Street and Loop 363.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their August 7, 2017 meeting, the Planning & Zoning Commission voted eight to zero to recommend approval of the proposed rezoning, as presented by staff.

STAFF RECOMMENDATION: Staff recommends approval for the final plat of TMED South Development, subject to City Council's approval of the applicant's requested exception to Unified Development Code (UDC), Section 8.2.1.D.4.b: Projection of Streets, regarding street openings every 1000 feet.

ITEM SUMMARY: The Temple Medical and Education District (TMED) South Development is a final plat for approximately 27.876 acres. The applicant proposes to subdivide the subject property into three lots and two blocks for a non-residential subdivision. The Development Review Committee (DRC) reviewed the final plat on June 19 & 22, 2017. Several items were discussed including the applicant requested exception to UDC, Section 8.2.1.D.4.b: Projection of Streets, which states, "An exception in accordance with the procedure set forth in 3.6.7 may be granted to this requirement if a natural or manmade barrier, such as a thoroughfare or railroad prevents its implementation." Due to this site location, the manmade barrier applies as the Union Pacific Railroad abuts the property to the east.

The subject property is in the Planned Development-General Retail (PD-GR) zoning district and is currently undeveloped but it includes a proposed Everest Rehabilitation hospital. This zoning district was approved by City Council on July 6, 2017 with TMED development standards. To the north is S.E. H.K. Dodgen Loop (Loop 363), to the west is South 5th Street and to the east is the railroad. To the south is undeveloped land.

The project proposes access off S.E. H.K. Dodgen Loop (Expressway) and off of South 5th Street, which is designated as a Minor Arterial in our Thoroughfare Plan. There is a proposed interior street (South 1st Street extension), which will be designated as a major arterial when constructed. Also, the plat shows Tract A to be dedicated to the City for right-of-way. As notated on the plat, six feet wide sidewalks along the east side of South 5th Street and along both sides of South 1st Street are required. However, per TMED standards, 10 feet wide sidewalks have been designed for both sides of 5th Street.

Adequate water and sewer are available to serve the property.

City Council will be the final plat authority since the applicant requests an exception to UDC. Included in the attachments is a letter of the requested exception submitted by the applicant.

CITY COUNCIL MEETING SCHEDULE: City Council's first reading is September 7th.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Site Photos](#)
[Location Map / Aerial](#)
[Applicant's Letter of Requested Exception](#)
[TMED South Development Final Plat](#)
[Topo / Utility Plan](#)
[August 7, 2017 Planning & Zoning Commission Excerpts](#)
[Resolution](#)

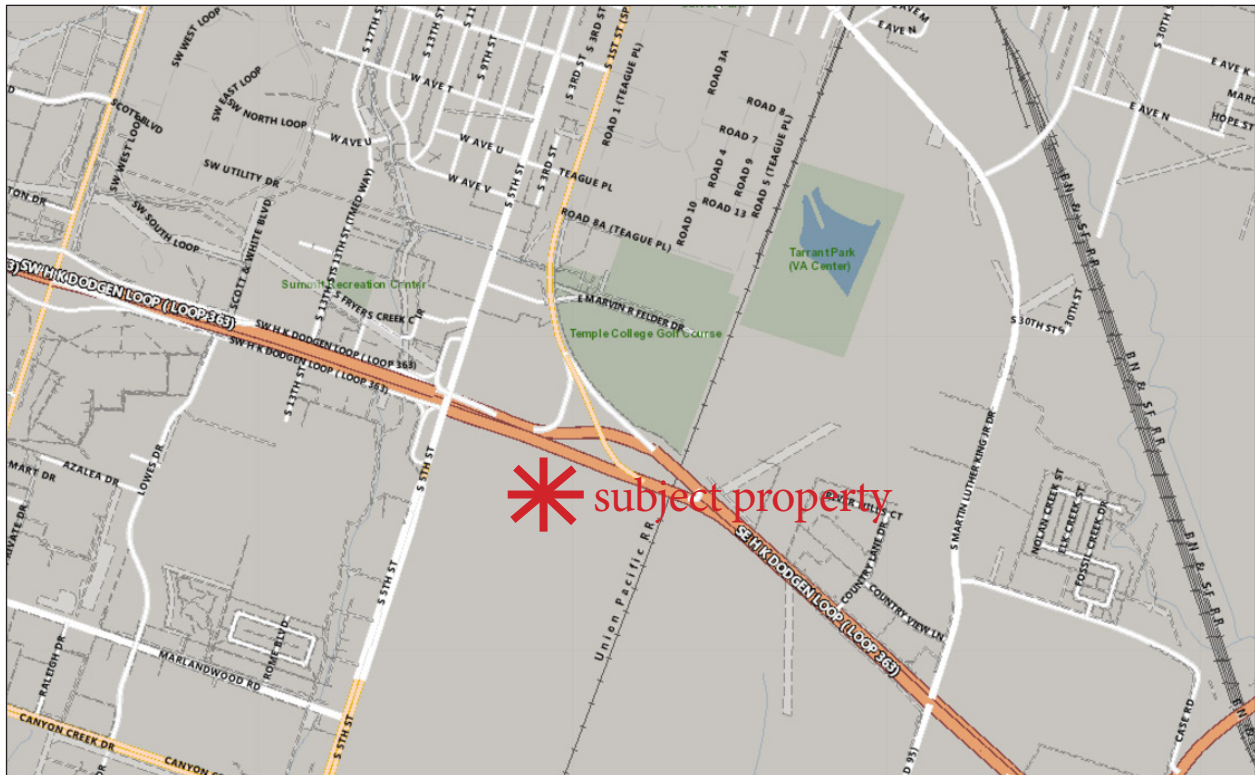
Site Photos



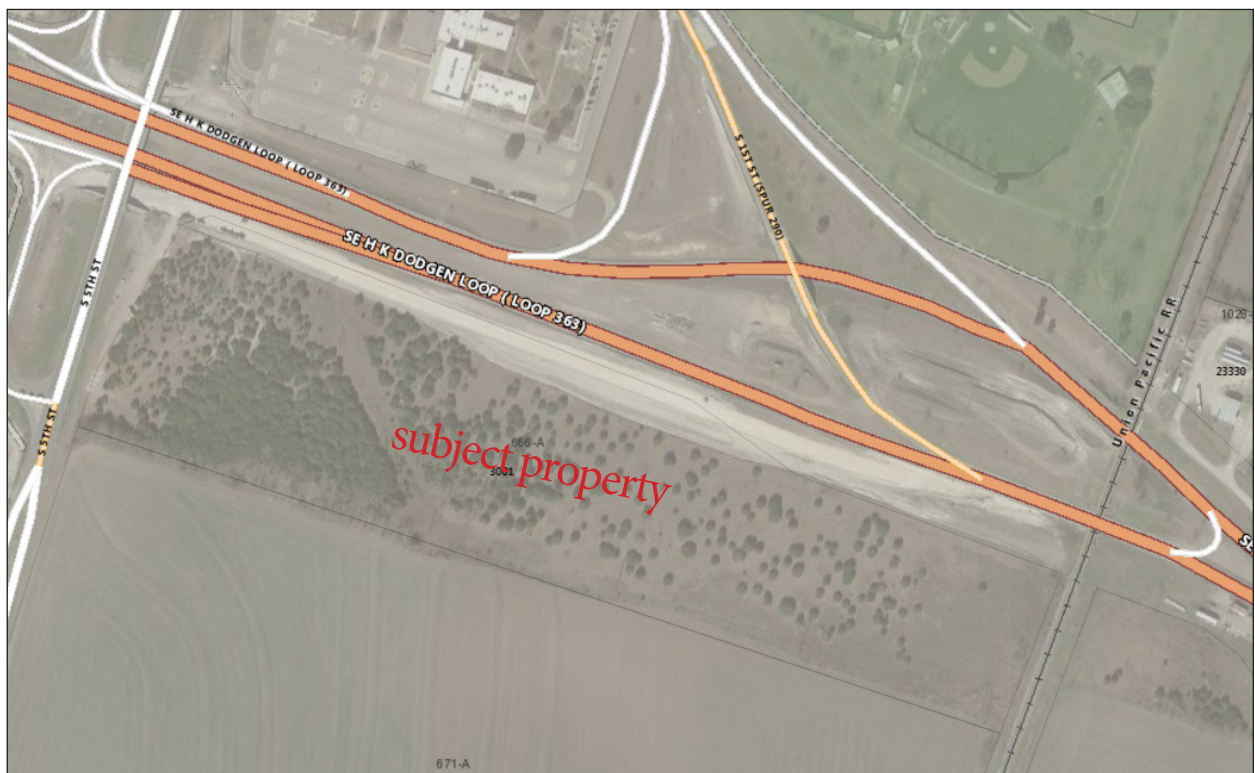
On S. 5th Street looking east through subject property.



Aerial view looking north.



Location Map



Aerial



TURLEY ASSOCIATES, INC.

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

July 14, 2017

City of Temple
Attn: Brian Chandler, Director of Planning
2 N Main St., Suite 102
Temple, TX 76501

**RE: TMED South Development
Request for Exception to the Requirements for Projection of Streets**

Dear Brian,

On behalf of our client, Turley Associates, Inc. respectfully requests that the City of Temple grant an exception to the requirement for the projection of streets as defined in Section 8.2.1.D.4.b of the Unified Development Code (UDC) as it applies to the above referenced property.

The subject property is located on the south side of Loop 363 (SE HK Dodgen Loop) between South 5th Street and the M. K. & T. Railroad. An extension of South 1st Street (constructed by others) is included with the pending Final Plat of this property.

The request for exception is based on the following review criteria, as noted in Section 8.2.1.D.4.b of the UDC:

- **Manmade Barrier:**
Section 8.2.1.D.4.b states:
An exception...may be granted to this requirement if a natural or manmade barrier, such as a thoroughfare or railroad prevents its implementation.
In this case, the M. K. & T. Railroad constitutes a manmade barrier which prevents the implementation of this section of the UDC.

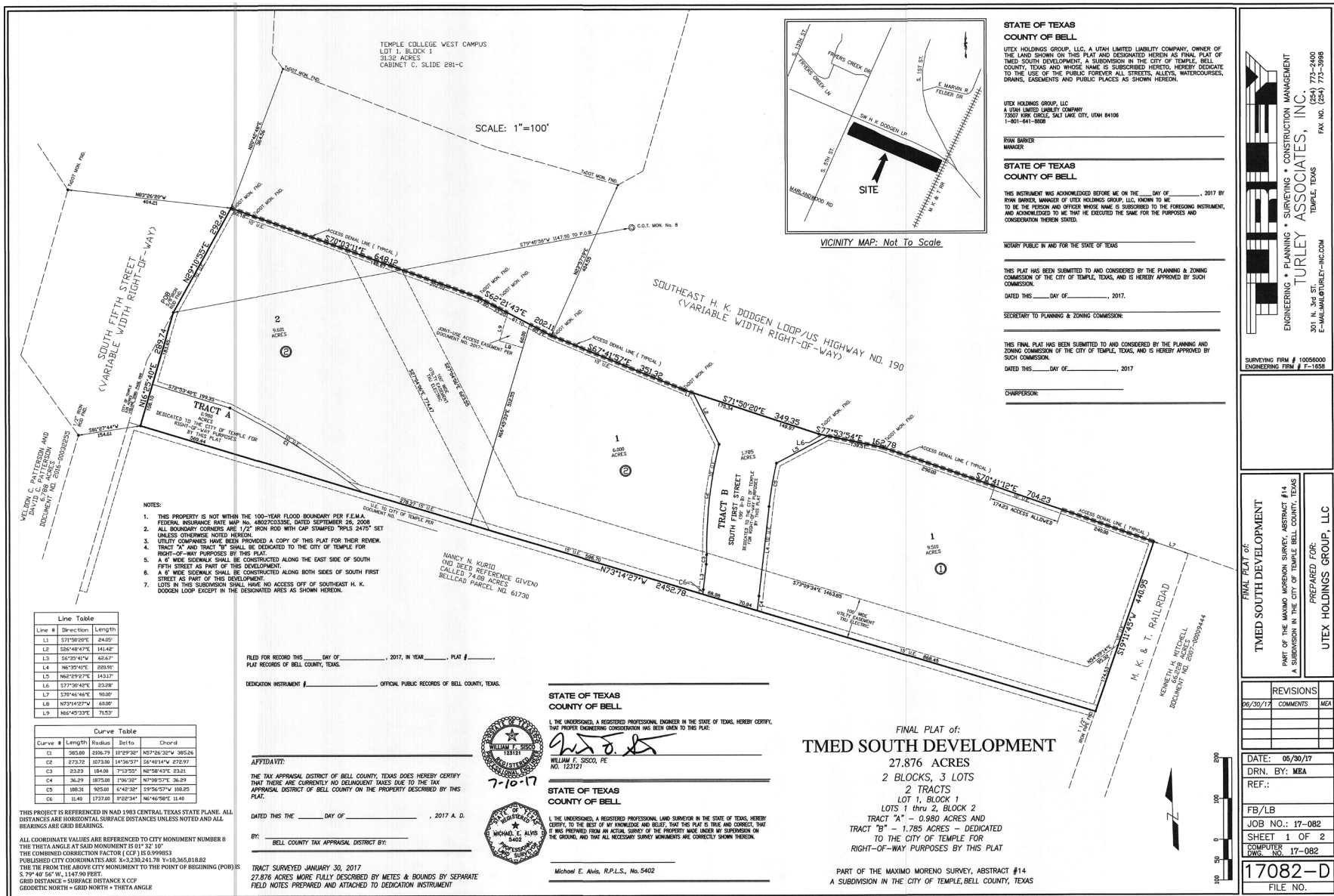
Additional consideration should be given to the TMED master plan, which the TMED South Final Plat reflects regarding street alignments. The TMED master plan does not show the projection of any additional streets beyond what is proposed on the TMED South Final Plat.

On behalf of our client, Turley Associates, Inc. requests that you consider these stated criteria, and any other criteria that you deem valuable, and issue an exception. Please do not hesitate to call or email if you wish to discuss further.

Sincerely,
TURLEY ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "W. F. Sisco", is written over a horizontal line.

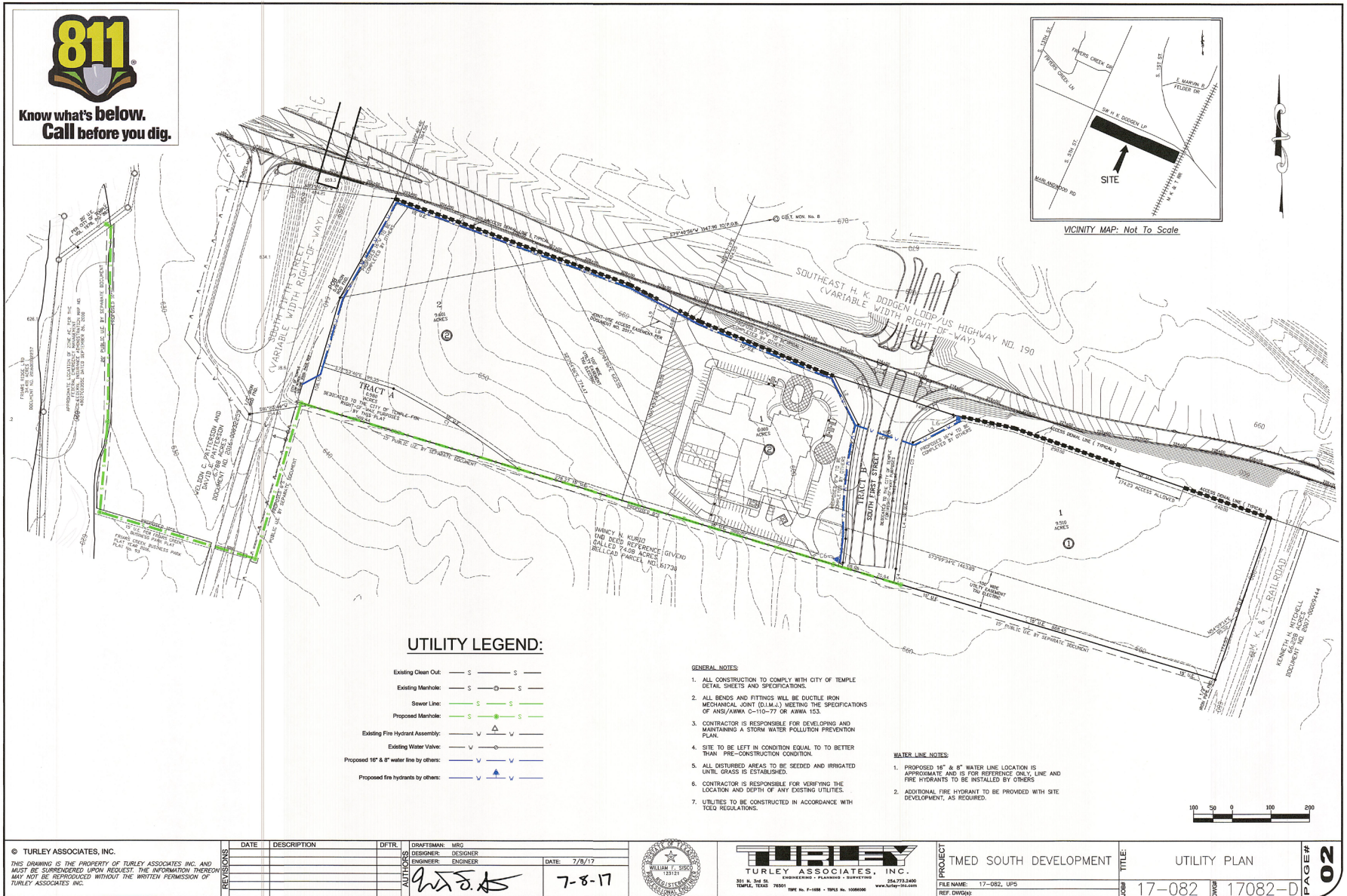
William F. Sisco, P.E.
Project Engineer



Final Plat



Know what's below.
Call before you dig.



Topo / Utility Plan

August 7, 2017 Planning & Zoning Commission Meeting Excerpts

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, AUGUST 7, 2017**

ACTION ITEMS

Item 4: P-FY-17-39 - Consider and take action on the Final Plat of TMED South Development, a 27.876 +/- acres, 3-lots, 2-blocks, non-residential subdivision, situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, located at South 5th Street and Loop 363.

Ms. Redmond stated the applicant is Turley Associates and this item is scheduled to go to City Council on September 7, 2017.

The subject property is part of the Temple Medical and Education District (TMED) South Master Plan area and also located in the Future Land Use Map as TMED.

The current zoning is Planned Development-General Retail (PD-GR) and was recently approved by City Council on July 6, 2017 with TMED development standards (and includes Everest Rehabilitation Hospital).

The subject property is currently vacant and undeveloped.

Surrounding properties include Loop 363 to the north, South 5th Street to the west, Union Pacific Railroad to the east, and undeveloped land to the south.

The Thoroughfare Plan designates Loop 363 (Southeast H.K. Dodgen Loop) as an Expressway and South 5th Street as a Minor Arterial. A proposed interior street (South 1st Street extension) will be a Major Arterial.

Tract A on the southwest corner of the plat will be dedicated to the City for right-of-way.

Sidewalks are required for all of the streets, minus Tract A. A six-foot wide sidewalk is required along the east side of S. 5th Street and on both sides of South 1st Street. Per TMED standards, a 10-foot wide sidewalk has been designed along South 1st Street extension portion.

Adequate water and sewer are available to serve the property.

The Development Review Committee (DRC) reviewed the plat on June 19 and 22, 2017.

Per the UDC, Section 8.2.1.D.4.b: Projection of Streets states:

“An exception in accordance with the procedure set forth in 3.6.7 may be granted to this requirement if a natural or manmade barrier, such as a thoroughfare or railroad prevents its implementation.”

Due to the applicant's exception to the UDC, City Council is the final authority on this plat.

August 7, 2017 Planning & Zoning Commission Meeting Excerpts, continued

Location map shown.

Final Plat and Topo/Utility map shown.

Staff recommends approval for the final plat of TMED South Development, subject to City Council's approval of the applicant's requested exception to UDC, Section 8.2.1.D.4.b: Projection of Streets, regarding street openings every 1000 feet.

A public hearing is not required for this item.

Commissioner Crisp made a motion to approve Item 4, **P-FY-17-39**, as presented, and Commissioner Ward made a second.

Motion passed: (8:0)

Commissioner Alaniz absent

RESOLUTION NO. 2017-8836-R

(P-FY-17-39)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE FINAL PLAT OF TMED SOUTH DEVELOPMENT, AN APPROXIMATELY 27.876 ACRE, 3 LOT, 2 BLOCK, NON-RESIDENTIAL SUBDIVISION, SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, BELL COUNTY, TEXAS, LOCATED AT SOUTH 5TH STREET AND LOOP 363; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, at its August 7, 2017 meeting, the Planning and Zoning Commission recommended approval of the Final Plat for TMED South Development with the applicant's requested exceptions to the Unified Development Code (UDC), Section 8.2.1.D.4.b related to the Projection of streets, regarding street openings every 1000 feet;

Whereas, the applicant proposes to subdivide the subject property into three lots and two blocks for a non-residential subdivision - it should be noted that the UDC, Section 8.2.1.D.4.b: Projection of Streets, states, "An exception in accordance with the procedure set forth in 3.6.7 may be granted to this requirement if a natural or manmade barrier, such as a thoroughfare or railroad prevents its implementation;"

Whereas, due to this site location, the manmade barrier applies as the Union Pacific Railroad abuts the property to the east;

Whereas, this project proposes access off South East H.K. Dodgen Loop (Expressway) and off of South 5th Street, which is designated as a minor arterial in the City's Thoroughfare Plan - there is a proposed interior street (S. 1st Street extension), which will be designated as a major arterial when constructed;

Whereas, the plat for this property shows six feet wide sidewalks along the east side of South 5th Street and along both sides of South 1st Street which are required, however, per TMED standards, 10 feet wide sidewalks have been designed for both sides of 5th Street – there is adequate water and sewer are available to serve the property; and

Whereas, the City Council has considered the matter and deems it in the public interest to approve the Final Plat of TMED South Development, with the above requested exception.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council approves the Final Plat of TMED South Development, an approximately 27.876 acre, 3 lot, 2 block, non-residential subdivision, situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, located at South 5th Street and Loop 363, as outlined in the Exhibit 'A' attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED this the 7th day of **September**, 2017.

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

09/07/17
Item #7
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Sandra Esqueda, Director of Human Resources

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the educational pay incentive for officers in the Police Department.

STAFF RECOMMENDATION: Conduct a public hearing and adopt an ordinance as presented in item description on first reading, and schedule a second reading and final adoption for September 21, 2017.

ITEM SUMMARY: Chapter 143.44(c) of the Local Government Code requires that the Council establish education pay by ordinance. As part of the Meet and Confer agreement for 2018, an increase in education pay was negotiated. Staff recommends this change to the educational pay amounts for police officers. The chart below represents the current and revised pay for educational pay as follows:

Degree	Current	Revised
Associate's Degree	\$720 per year	\$1,200 per year
Bachelor's Degree	\$1,440 per year	\$1,800 per year
Master's Degree	\$1,800 per year	\$2,400 per year

FISCAL IMPACT: Funding in the amount of \$100,200 has been appropriated in the FY 2018 Adopted Budget to account for the change to the educational pay incentives for officers in the Police Department.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 2017-4862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE EDUCATIONAL PAY INCENTIVE FOR OFFICERS IN THE POLICE DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Chapter 143.044(c) of the Local Government Code requires that City Council establish educational pay by Ordinance;

Whereas, as part of the 2018 Meet and Confer Agreement, an increase in education pay was negotiated and Staff recommends Council authorize amending the educational pay amounts for police officers as follows:

Degree	Current	Revised
Associate's Degree	\$720 per year	\$1,200 per year
Bachelor's Degree	\$1,440 per year	\$1,800 per year
Master's Degree	\$1,800 per year	\$2,400 per year

Whereas, funding for this amendment has been appropriated in the fiscal year 2018 adopted budget; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Part 2: The City Council amends the educational pay incentive for officers in the Police Department effective September 21, 2017 and as set forth below:

Degree	Current	Revised
Associate's Degree	\$720 per year	\$1,200 per year
Bachelor's Degree	\$1,440 per year	\$1,800 per year
Master's Degree	\$1,800 per year	\$2,400 per year

Part 3: All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Part 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Part 5: 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 6: 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 **7th** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **21st** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #8
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, Public Works Director
Kayla Landeros, City Attorney

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the Code of Ordinances by adopting a new Article VII, “Liquid Waste,” to Chapter 38, “Water, Sewers and Sewage Disposal.”

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description, on first reading, and schedule second reading and final adoption for September 21, 2017.

ITEM SUMMARY: Municipal wastewater treatment plants, lift stations and collection lines are not designed to treat or transport liquid wastes such as fats, oils and greases (FOG). Accumulation of FOG in wastewater collection lines leads to blockages which then force wastewater backups into homes and businesses and overflows in the community.

Food Service Establishments generate FOG as a result of food manufacturing, processing, preparation, or food service. Automotive service facilities generate FOG as byproduct from repairs and services. Under this ordinance such businesses will be required to properly maintain their grease interceptors and/or grit traps sized for their facility to capture liquid waste before it enters the wastewater system. These guidelines are set forth by the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) for the protection of public health and safety, and the environment by proactively reducing sanitary sewer overflows caused by such blockages. Adoption of this ordinance will show that the City is taking reasonable measures to prevent overflows due to grease blockages in the system and maintain compliance with the Clean Water Act of 1977, which is the primary federal law that governs water pollution. Reducing FOG in the collection system will extend the life of the treatment plants and lift stations infrastructure, protect drinking water from contamination as a result from wastewater overflows, and reduce the amount of manpower and cost involved with unplugging and repairing collection lines.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Chapter 38 Ordinance, Draft Article VII – Liquid Waste Resolution](#)

Article VII. LIQUID WASTE

DIVISION I. GENERALLY

38-140. Purpose and Policy.

- 1) This Article sets forth uniform requirements for liquid waste generators and liquid waste transporters operating in the City of Temple, Texas, to ensure that the City of Temple complies with all applicable State and Federal laws and regulations, including the Clean Water Act (33 United States Code § 1251 et seq.)
- 2) The objectives of this Article are:
 - a) To aid in the prevention of wastewater overflows resulting from blockages and obstructions due to the accumulation of fats, oils, and greases from commercial and industrial facilities;
 - b) To promote the proper maintenance of grease interceptors and grit traps/oil separators; and,
 - c) To ensure the proper handling, disposal, transport, and tracking of trap waste and other liquid waste.

38.141. Definitions.

- 1) The definitions set forth in Section 38-93 of this Chapter are incorporated herein.
- 2) **Approved** - means accepted as satisfactory under the terms of this Article and given formal and official sanction by the City of Temple.

Car Wash – means establishments primarily engaged in cleaning, washing, and/or waxing automotive vehicles, such as passenger cars, trucks, vans, and trailers and are categorized by North American Industry Classification System Number 811192 and by Standard Industrial Classification Number 7542.

Director - means the Public Works Director of the City of Temple, or his/her authorized representative.

Disposal – means the discharge, deposit, release, injection, dumping, spilling, leaking, or placing of any liquid waste into or on any land or water, intentionally or unintentionally, so that such waste or any constituent thereof may enter the environment, be emitted into the air, or discharged to any wastewaters or waters, including ground waters.

Disposal Site – means a permitted site or part of a site at which liquid waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain.

Disposer – means a person who receives, stores, retains, processes, or disposes of liquid waste.

Fats, Oils, and Grease (FOG) - means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR § 136, as

may be amended from time to time. All are sometimes collectively referred to herein as “grease” or “greases.”

Food Processing Facility – means every commercial or industrial establishment where raw ingredients are transformed, by physical or chemical means into food, or of food into other forms to produce marketable food products that can be easily prepared and served by the consumer.

Food Service Facility - means every food preparation and food service establishment including, but not limited to bakeries, bars, butcher shops, cafes, clubhouses, delicatessens, ice cream parlors, hospitals, hotels, restaurants, schools, or similar places where meat, poultry, seafood, dairy products, or fried foods are prepared, served, or offered for sale, but shall not apply to any single-family residence or dwelling not used for the commercial preparation and/or sale of food items.

Generator - means any person who causes, creates, generates, or otherwise produces liquid waste, or a person who, for any reason, has liquid waste removed from his property by a transporter of liquid waste.

Grease Interceptor (or “Grease Trap”) - means a device designed to separate and retain light density liquids, waterborne fats, oils, and greases by their specific gravity, prior to the wastewater entering the POTW. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the POTW.

Grease Interceptor Waste - means any organic, inorganic, greasy or fatty liquid, semi-liquid, and/or solid wastes collected by and removed from a grease trap.

Grit Trap/Oil Separator (or “Grit Trap”) – means a watertight receptacle designed and constructed to intercept and prevent the passage of petroleum based oil, grease wastes and solids into the POTW to which the receptacle is directly or indirectly connected.

Grit Trap Waste - means oil and grease waste, and/or inorganic solids generated by a commercial facility that are collected by and removed from a grit trap/oil separator.

Hazardous Waste – means any liquid, semi-liquid or solid waste (or combination of wastes), which because of its quantity, concentration, physical, chemical or infectious characteristics may:

- a. Be toxic, corrosive, and irritant, a strong sensitizer, flammable or combustible, explosive or otherwise capable of causing substantial personal injury or illness;
- b. Pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed, and is identified or listed as a hazardous waste as defined by the Texas Solid Waste Disposal Act or the administrator, U.S. Environmental Protection Agency (EPA) pursuant to the Federal “Solid Waste Disposal Act”, as amended by the “Resource Conservation and Recovery Act of 1976” (RCRA), and as it may be amended in the future.

Immediately – means within 24 hours.

Liquid Waste – means water-borne solids and liquids containing dissolved or suspended waste material including but not limited to septage and wastes from grease traps and grit traps.

Manifest – means the written multi-part documentation required to be in the possession of the transporter enabling disposal of hauled grit trap waste, grease trap waste, and septage at a permitted or registered disposal site.

Manifest System - means a system consisting of a five-part trip ticket used to document the generation, transportation, and disposal of liquid waste.

Septage – means liquid waste and sludge containing sufficient liquid content, which is removed from a portable toilet, chemical toilet, septic tank, or cesspool. Septage does not include non-domestic wastes from commercial or industrial facilities.

Storm Water System – means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, inlets, gutters, ditches, natural and human-made or altered drainage channels, or storm drains) owned or operated by the City and designed or used for collecting or conveying storm water, and which is not used for collecting or conveying sewage and which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 C.F.R § 403.3.

Transporter – means any person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code, Chapter 312, Subchapter G, § 312.142.

Trip Ticket – means the shipping document originated and signed by the transporter that contains the information required by the City.

Washwater – means the water-borne solids, liquids, gaseous substances, or other residue and debris resulting from a washing or cleaning process.

Washwater operation – means any cleaning process generally conducted outdoors, such as washing vehicles, equipment, structures, or paved surfaces which generates washwater and does not drain to a grease trap or grit trap. Examples include cleaning of petroleum products from parking lots or service station drives, mobile washing operations, or equipment/vehicle washing, which do not drain to a grit trap.

Wastestream – means the aggregate flow of waste materials from generation to treatment to final disposition.

38-142. Applicability and Prohibitions.

- 1) This Article applies to all Users, as defined in Section 38-93 of this Chapter, of the POTW and transporters as defined by this Article.

- 2) Grease traps or grease interceptors are not required for residential users.
- 3) Facilities generating fats, oils, or grease as a result of food manufacturing, processing, preparation, or food service must install, use, and maintain appropriate grease interceptors as required in Section 38-143 of this Article. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels, motels, schools, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption. Failure to install, maintain, or use grease traps in accordance with this Article is unlawful.
- 4) It is unlawful for a User to intentionally or unintentionally allow the discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or grease of animal or vegetable origin into the POTW in concentrations greater than those permitted and set forth in Article V, Chapter 38, of the City of Temple Code of Ordinances, as may be amended from time to time.
- 5) It shall be unlawful to discharge transported liquid waste, except as set forth in this Article and in compliance with all federal, state, and local law and at discharge points designated by the City.
- 6) It shall be unlawful for a person to discharge or expose grease, wastewater, or other organic waste in such way as to be a potential instrument or medium of disease transmission to a person or between persons.
- 7) It shall be unlawful to discharge washwater to the storm water system or POTW; washwater may require pretreatment before being discharged to the POTW.

DIVISION 2. LIQUID WASTE GENERATORS

38-143. Installations.

1) New Facilities.

- a) Food processing facilities or food service facilities, which are newly proposed or constructed, or existing facilities, which will be expanded or renovated to include a food service facility where such facility did not previously exist, shall be required to design, install, operate, and maintain a grease interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease interceptors must be installed and inspected prior to issuance of a certificate of occupancy.
- b) Facilities that perform washing, cleaning, or servicing of automobiles, trucks, buses, or similar equipment, which are newly proposed or constructed with floor drains in areas of operation, shall be required to design, install, operate, and maintain a grit trap/oil separator in accordance with locally adopted plumbing codes or other applicable ordinances and guidelines as required by the City. Grit traps/oil separators shall be installed and inspected prior to issuance of a certificate of occupancy.

- c) A generator shall install a sample port to allow access to sample the wastestream as close as possible to the connection with the City wastewater collection main within the bounds of the facility property. The port shall be installed according to the specifications of the City. The port shall be installed and maintained at the generator's expense. The port shall be installed perpendicular to the effluent flow to allow visual observation and sampling.

2) Existing Facilities.

- a) Existing grease interceptor or grit trap/oil separator must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with these standards referenced herein, unless otherwise specified in writing and approved by the City. The City may require some users to install an approved grease interceptor or grit trap/oil separator when the concentration of oil, grease waste, or suspended solids is greater than concentrations permitted and set forth in Article V, Chapter 38 of the City of Temple Code of Ordinances or when discharges may cause blockages in the POTW.
 - b) Existing food processing or food service facilities that change in ownership, existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, and facilities with a lack of, or an inadequately sized, grease interceptor, are required to design, install, operate, and maintain a grease interceptor in accordance with locally adopted plumbing codes, or other applicable ordinances. Grease interceptors shall be installed and inspected prior to the issuance of a certificate of occupancy and prior to issuance of a permit under Chapter 14, City of Temple Code of Ordinances.
 - c) Existing facilities which perform washing, cleaning, or servicing of automobiles, trucks, buses, or similar equipment with floor drains in the areas of operation that change in ownership, are expanded or renovated to include floor drains in areas of operation, or where there is a lack of, or inadequately sized, grit trap/oil separator shall be required to design, install, operate, and maintain a grit trap/oil separator in accordance with locally adopted plumbing codes, or other applicable ordinances. Grit traps/oil separators shall be installed and inspected prior to the issuance of a certificate of occupancy.
- 3) Grease interceptors and grit traps/oil separators shall be installed pursuant to a single certificate of occupancy. No person or persons shall allow the use of an interceptor or trap by more than one business as covered by a certificate of occupancy without prior written approval from the Director.

38-144. Responsibilities.

- 1) A generator of liquid waste must have all liquid waste material removed from their premises by a liquid waste transporter, which holds a valid permit from the City, and the liquid waste must be transported to an approved site for disposal.
- 2) Cleaning Schedule

- a) All grease interceptors shall be maintained in an efficient operating condition at all times. Grease interceptors shall be cleaned as often as necessary to ensure that:
 - i) Sediment and floating materials do not accumulate and impair the efficiency of the grease interceptor;
 - ii) The discharge is in compliance with local wastewater discharge limits; and
 - iii) No visible grease is observed in the discharge.
- b) Grease interceptors shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when:
 - i) Twenty-five percent (25%) or more of the wetted height of the grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases;
 - ii) The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the City; or
 - iii) The Public Works Department determines that more frequent evacuations are needed for public safety.
- 3) Grit traps/oil separators shall be completely evacuated at a minimum of every 180 days unless an exception is granted by the Director.
- 4) Any person who owns or operates a grease interceptor may submit to the City a request in writing for an exception to the required pumping frequency of the grease interceptor. The City may grant an extension for required cleaning frequency on a case-by-case basis when:
 - a) The grease interceptor owner/operator has demonstrated the specific interceptor will produce an effluent with no visible grease, and, based on defensible analytical results, can demonstrate consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the POTW; and
 - b) Less than twenty-five percent (25%) of the wetted height of the grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contained floating materials, sediment, oils, or greases.
- 5) The City may also require interceptors or traps to be serviced on a single-event basis or scheduled basis if deemed necessary for the proper operation of the grease interceptor or grit trap/oil separator. Such determination will be at the Director's discretion.
- 6) In the event that an establishment ceases operation, the establishment is required to pump the interceptor or trap before abandoning the property. If the owner of the business or his/her agent fail to empty the interceptor or trap, it will become the responsibility of the property owner.

- 7) A generator of liquid waste must not have hazardous waste, or liquid waste in combination with hazardous waste, removed from their premises by a liquid waste hauler operating under a City permit.
- 8) When a load is picked up by a permitted transporter, the generator shall verify the accuracy of the trip ticket and then certify the statements contained therein by legibly completing and signing the trip ticket. The generator must keep a copy of all trip tickets for a period of three years at the site of generation, unless otherwise approved. The City may inspect and copy these records at any time.
- 9) A generator must:
 - a) Provide equipment and facilities of a type and capacity approved by the City;
 - b) Position the grease interceptor or grease trap/oil separator in a manner that provides ready and easy accessibility for cleaning and inspection;
 - c) Maintain the trap in effective operating condition;
 - d) Not install or utilize any system, process or pretreatment involving the use of enzymes, bacteria, or other additives, nor alter the design or function of the grease interceptor or grit trap/oil separator unless approved in writing by the City;
 - e) Supervise proper cleaning and removal of the contents of the trap;
 - f) Maintain the grease interceptor or grit trap/oil separator and its surrounding areas in sanitary conditions, free of litter and odors;
 - g) Immediately report spills and accidents involving liquid waste to the City; and
 - h) Clean up all spills and abate all unsanitary conditions immediately and have material used for abatement, such as absorbent materials, disposed of by approved means and in a timely manner. If immediate clean-up is not feasible, the generator must provide to the City a written, detailed explanation of the circumstances and the plan for clean-up and abatement, including a request for additional time.
- 10) A generator of wastewater or other liquid waste must:
 - a) Contain, collect, and dispose of liquid waste by approved means;
 - b) Protect the storm water system, the POTW, and the environment from discharges of liquid waste or other contaminants;
 - c) Use approved methods for on-site or mobile treatment of liquid waste; and
 - d) Accurately measure, by approved means, the volume of liquid waste collected and disposed of by the transporter.

- 2) **Rates for sampling and/or analysis.** Should any sampling and/or analysis be required by the City pursuant to any provision in this Article, the payment of such fees incurred for sampling and analysis will be the responsibility of the generator.

DIVISION 3. LIQUID WASTE TRANSPORTERS

38-145. Permit Required.

- 1) **Permit Required.** All persons owning or operating a vacuum truck, cesspool pump truck, liquid waste transport truck, or other vehicle must not service any septic tank, seepage pit, grease interceptor, grit trap/oil separator, or cesspool without first having received a valid transport truck discharge (TTD) permit.
- 2) **Permit Application and Fee.** TTD permits will be issued by the City upon proper application and payment of a fee established by the City Council and on file in the City Secretary's office. All TTD permits will be valid for one (1) year, running from January 1 through December 31.
 - a) The City may deny a permit, deny the renewal of a permit, revoke a permit in its entirety, suspend the permit for a stated period of time, place the permit holder on terms of probation, or place other conditions thereon as the City deems necessary and appropriate if the City finds that any requirement of the permit has been violated or that false statements were made on any application, agreement, or any required submittal.
- 3) **Unloading or discharge of waste or wastewater.** It is unlawful for any person to unload or discharge waste or wastewater within the City except in a manner and at a place specified by the City. All transporters must discharge waste in an approved facility and provide an approved manifest for said discharge.

38.146. Manifest Requirements.

- 1) Persons who generate, collect, and transport grease interceptor and grit trap/oil separator waste must maintain a record of each individual collection and deposit. Such records will be in the form of a manifest. The manifest must include:
 - a) Name, address, telephone, and TCEQ registration number of transporter;
 - b) Name, signature, address, and telephone of the person who generated the waste and the date collected;
 - c) Type and amount(s) of waste collected or transported;
 - d) Name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
 - e) Date and place where the waste was deposited;
 - f) Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;

- g) Name and signature of the facility on-site representative acknowledging receipt of the waste;
 - h) The volume of the waste received; and
 - i) A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- 2) Transporters shall obtain manifests from the City of Temple.
 - 3) Manifests must be divided into five parts and records shall be maintained as follows:
 - a) One part of the manifest must have the generator and transporter information completed and will be provided to the generator at the time of waste pickup.
 - b) The remaining four parts of the manifest must have all required information completely filled out and signed by the appropriate party before distribution of the manifest. The remaining four parts will be distributed as follows:
 - i) One part of the manifest must be provided to the receiving facility;
 - ii) One part must be kept by the transporter, who must retain a copy of all manifests showing the collection and disposition of waste;
 - iii) One part of the manifest must be returned by the transporter to the waste generator within fifteen (15) days after the waste is received at the disposal or processing facility; and
 - iv) One part of the manifest must be returned by the transporter to the City of Temple Environmental Programs Office within fifteen (15) days after the waste is received at the disposal or processing facility.
 - 4) Copies of manifests returned to the waste generator must be retained for three years and be readily available for review by the City.

38-147. Responsibilities.

- 1) Each grease interceptor or grit trap/oil separator that is pumped must be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck, in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a twenty four (24) hour period, in accordance with 30 Texas Administrative Code, Chapter 312, § 312.143.
- 2) The City, or its representative(s), will have the right to enter the premises of any generator or transporter to determine whether the generator or transporter is complying with all requirements of this Article and any wastewater discharge permit or order issued hereunder. The generator or transporter must allow the representatives from the City access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- 3) The City has the right to set up on the generator or transporter's property, or require installation of such devices as necessary to conduct sampling and/or investigation of the user's operations.

DIVISION 4. Abatement of Violations

38-148. Enforcement actions.

1) Notice of Violation.

- a) If the City determines that a violation of this Article, a permit or order issued in accordance with this Article, or any other pretreatment standard or requirement has occurred, a written notice of violation may be issued to the person determined to be in violation.
- b) Upon receipt of written notice and within the timeframe specified in the notice, the person must submit an explanation of the violation and detailed plan, including specific actions to be taken, for satisfactory remedy of the violation at issue and methods for prevention of repeat or future offenses.
- c) Submitting a corrective action plan in response to a written notice does not relieve the person of liability for any violations occurring before or after receipt of the notice of violation.
- d) Nothing contained in this section will be construed as to require the City to first issue a written notice of violation before taking any action, including emergency action, or pursuing other enforcement remedies.

2) Administrative Orders.

a) Compliance Orders.

- i) If the City determines that a violation of this Article, a permit or order issued in accordance with this Article, or any other pretreatment standard or requirement has occurred, a compliance order may be issued to the person, as defined in 38-93 of this Chapter, responsible for the discharge directing that the person come into compliance within a specified time period.
- ii) If the person does not come into compliance within the time period provided in the compliance order, water or wastewater service may be discontinued and any permits issued by the City may be revoked.
- iii) Compliance orders also may contain other requirements to address noncompliance, including, but not limited to, additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the POTW.
- iv) A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation.

- v) Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

b) **Cease and Desist Orders.**

- i) If the City determines that a violation of this Article, any permit or order issued by the City, or any other pretreatment standard or requirement has occurred or that the person's past violations are likely to reoccur, the City may issue an order to the person directing them to cease and desist all such violations and:

- (1) Immediately comply with all requirements of this Article; and

- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

- 3) **Service of notice or order.** Any notice or order issued under this Article must be in writing and served in person or by registered or certified mail on the User or transporter of the liquid waste and/or any other persons determined to be responsible for such violation.

- 4) **Termination of service and revocation of permit.** The City may, if a violation is continuing or reoccurring or may reoccur, revoke any permit issued by the City to the person ordered to correct or abate such violation if such violation has not been corrected or abated within the time specified in a compliance order or cease and desist order.

5) **Emergency suspension of service.**

- a) **Suspension.** The City may, without prior notice, suspend water service, wastewater service and/or storm water access to a person discharging to the POTW or storm water system when such suspension is necessary in the opinion of the City to stop an actual or threatened discharge that:

- i) Presents or may present imminent substantial danger to the environment or to the health or welfare of persons;

- ii) Presents or may present imminent substantial danger to the POTW, storm water system, or waters of the state; or

- iii) Will cause pass through or interference of the POTW.

- b) **Notice of suspension.** As soon as is practicable after the suspension of service, the City shall notify the person discharging to the POTW or storm water system of the suspension, and order such person to cease the discharge immediately.

- c) **Reinstating service.** The City will reinstate a person's suspended water and/or wastewater services:

- i) Upon proof by such person that the non-complying discharge has been eliminated;

- ii) Upon payment by such person of any outstanding water and wastewater utility charges;

- iii) Upon arrangement of payment by such person of all costs incurred by the City in responding to the discharge or threatened discharge; and
- iv) Upon arrangement of payment by such person of all costs incurred by the City in reconnecting service.
- d) **Written statement.** Prior to reinstatement of service, the person must submit to the City a detailed written statement describing the cause of the discharge and the measures taken to prevent any future occurrence as instructed by the City.

38-149. Penalties.

- 1) A person who violates any provision of this Article may be subject to civil and/or criminal penalties.
- 2) **Criminal Penalties.** Any person who violates any provision of this Article will be subject to criminal prosecution. Violation of any provision contained within this Article is a Class C Misdemeanor, to be punished by imposition of a fine upon conviction in the municipal court of up to \$2,000. Each day that the violation exists is a separate offense under this Article.
- 3) **Civil Penalties.** The City, its City Attorney, or authorized designee is authorized to commence a civil action for appropriate legal or equitable relief in a court of competent jurisdiction. Such relief may include, but is not limited to:
 - a) An injunction to prevent a violation of this Article;
 - b) Recovery for damages to the POTW or storm water system resulting from a violation of this Article; and/or
 - c) Recovery for expenses incurred by the City in responding to a violation of this Article.
- 4) **Penalties Cumulative.** Nothing contained in this Article will be construed as to limit the remedies available to the City or to prevent the City from seeking both civil and criminal penalties.

ORDINANCE NO. 2017-4863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VII, "LIQUID WASTE," TO CHAPTER 38, "WATER, SEWERS, AND SEWAGE DISPOSAL;" PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Municipal wastewater treatment plants, lift stations and collection lines are not designed to treat or transport liquid wastes such as fats, oils and greases (FOG) and an accumulation of FOG in wastewater collection lines leads to blockages which then force wastewater backups into homes and businesses and overflows in the community;

Whereas, food service establishments generate FOG as a result of food manufacturing, processing, preparation, or food service and automotive service facilities generate FOG as byproduct from repairs and services;

Whereas, under this Ordinance, such businesses will be required to properly maintain their grease interceptors and/or grit traps sized for their facility to capture liquid waste before it enters the wastewater system;

Whereas, these guidelines are set forth by the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) for the protection of public health and safety and the environment, by proactively reducing sanitary sewer overflows caused by such blockages;

Whereas, this Ordinance will show that the City is taking reasonable measures to prevent overflows due to grease blockages in the system and maintain compliance with the Clean Water Act of 1977, which is the primary federal law that governs water pollution;

Whereas, reducing FOG in the collection system will extend the life of the treatment plants and lift stations infrastructure, protect drinking water from contamination as a result of wastewater overflows, and reduce the amount of manpower and cost involved with unplugging and repairing collection lines;

Whereas, for the above reasons, Staff recommends Council amend the Code of Ordinances by adopting a new Article VII, "Liquid Waste," to Chapter 38, "Water, Sewers and Sewage Disposal," as outlined in Exhibit 'A,' attached hereto and incorporated herein for all purposes; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Part 2: The City Council amends the Code of Ordinances by adopting a new Article VII, "Liquid Waste," to Chapter 38, "Water, Sewers and Sewage Disposal," as outlined in Exhibit 'A,' attached hereto and incorporated herein for all purposes.

Part 3: All Ordinances or parts of Ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Part 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Part 5: 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 6: 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 7th day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the 21st day of **September**, 2017.

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

09/07/17
Item #9
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the Code of Ordinances, Chapter 2, “Administration,” Article II, “Code of Ethics” and repealing Ordinance Number 2016-4796.

STAFF RECOMMENDATION: Conduct a public hearing and adopt ordinance as presented in item description on first reading, with second and final reading on September 21, 2018.

ITEM SUMMARY: Code of Ordinances, Chapter 2, Article II is titled “Code of Ethics.” The code was adopted in the late 1970’s and applies to employees and “officers” of the City which includes Councilmembers and any “appointive member of a board, commission or committee set up by ordinance, Charter or state law.” Article II lists ten “standards of conduct” that employees and officers must follow. The Article also establishes certain penalties for violation of those standards. The penalties include “expulsion, reprimand, removal from office or discharge, whichever is applicable.” Employees may also be subject to disciplinary action.

In 2015, the City Manager created an “Ethics Committee” which consisted of City Staff and citizens. The task of the Committee was to review the language in Chapter 2 and propose possible amendments. After the Committee finished its review and provided draft amendments, City Staff continued to research Ethics Codes in other cities and discuss the internal procedures for handling possible complaints for Ethics Code violations. In February, 2016, the City Council received a presentation on the proposed changes and possible ways to investigate and enforce violations.

After further discussion at a Council workshop in May, 2016, Staff proposed extensive amendments to Chapter 2, Article II at the City Council’s regular meeting on July 21, 2016. The amendments deleted the language in Article II and replaced it with additional standards of conduct, a detailed process for filing and investigating complaints, and a list of possible sanctions. Counsel adopted the amendments on August 4, 2016 through Ordinance Number 2016-4796 and the amendments went into effect immediately.

After further feedback from Councilmembers and other community stakeholders, Council asked Staff to bring an item forward which would amend the effective date of Ordinance Number 2016-4796 in order to give additional time to discuss alternative language for the Code. Council formally amended the ordinance in March, 2017 to change the effective date of the ordinance to October 1, 2017.

In a special called meeting on August 23, 2017, Council discussed several options including repealing Chapter 2, Article II entirely and relying on State law, adopting amendments to the Council's board and commission policies, and adopting amendments to Chapter 2, Article II which would differ from those amendments adopted in August, 2016.

This action item proposes to repeal Ordinance Number 2016-4796 and adopt different amendments from those adopted in August, 2016. The proposed amendments are attached to this Memorandum.

The proposed amendments would delete the 1970's version of the Code. The amendments include several standards of conduct, many of which are similar to the standards in the 1970's version. The proposed amendments set forth a simple process for filing a complaint and allow Council flexibility in deciding the process for investigating and ruling on an alleged violation.

The proposed language would make "city officials" and "employees" subject to the Ethics Code. "City officials" are defined as "a public official, either elected or appointed, that serves the City as a Councilmember or board member for any of the City boards or commissions." "Board or Commission" refers to City boards and commissions that have quasi-judicial authority or responsibilities beyond those that are advisory in nature. Members of the following boards and commissions would be subject to the Ethics Code:

- Building & Standards Commission
- Building Board of Appeals
- Civil Service Commission
- Development Standards Review Board
- Planning & Zoning Commission
- Reinvestment Zone Number One Board of Directors; and
- Zoning Board of Adjustment

City employees include all City personnel, whether full-time or part-time, including those appointed to their positions by the City Council in accordance with the City Charter. Complaints against City employees would be addressed as set forth in the City of Temple Personnel Policies and Procedures Manual.

The amendments would not apply retroactively and any complaint filed pursuant to the Code must be filed within 18 months of the alleged conduct.

The purpose of the proposed amendments is to promote confidence in the governance of the City and thereby enhance the City's ability to function effectively by discouraging conduct which is incompatible with the best interests of the City. For these reasons, Staff recommends approval of the proposed amendments to Chapter 2.

FISCAL IMPACT: None.

ATTACHMENTS:

[Draft of the proposed amendments
Ordinance](#)

Chapter 2

ADMINISTRATION

ARTICLE I. IN GENERAL

Sec. 2-1. City seal.

The seal of the city shall be the coat of arms of the State of Texas in a circle with the words "City of Temple, State of Texas" engraved around the margin thereof.

Sec. 2-2. Rental or sale of city property or materials.

It shall be unlawful for any officer or employee of the city to rent any equipment belonging to the city to any person, or to sell any materials belonging to the city, unless such rental or sale is previously authorized by the city manager.

Sec. 2-3. Change orders.

Change orders involving a decrease or increase in cost of twenty-five thousand dollars (\$25,000.00) or less in contracts for the construction of public works or for the purchase of materials, equipment, and supplies shall be approved by the city manager or his designee for the City of Temple, Texas.

Sec. 2-4. City Attorney--Qualifications.

The city attorney shall be a licensed lawyer and competent to discharge the duties required of him by the Charter and ordinances of the city.

Sec. 2-5. Same--Duties.

It shall be the duty of the city attorney to serve the city council, to advise it as a council, and each of the councilmen respectively, from time to time, with respect to the provisions and a proper interpretation of the Charter, and the powers and authority of the council as the governing body for the city, and to attend the meetings of the council. The city attorney is also charged with the duty to draw all ordinances and resolutions that may be passed on by the council, and to represent the city in all of its litigation in the courts, and to discharge such other duties as are usually imposed upon city attorneys, including advice and counsel from time to time to the city manager.

Sec. 2-6. Same--Opinions requested by appointive boards, committees, etc.

The city attorney shall, at the request of any appointive board, committee or commission

of the City of Temple, Texas, give written or oral opinions upon any question touching the public interest and concerning the official duties of said board, committee or commission. No request for an opinion of the city attorney shall be made by any board, committee or commission except upon the affirmative vote of a majority of the members thereof present and voting at a meeting open to the public. Every such request shall be made through the chairperson of said board, committee or commission.

Sec. 2-7. City engineer to ascertain monuments, make surveys, etc.

It shall be the duty of the city engineer to ascertain the established monuments of the city, and from them to extend surveys thereof and establish others and to locate, establish and survey all private property, streets and alleys where the interests of the city are involved, within the territorial limits of the city, when so called on or required to do so.

Sec. 2-8. Legal defense and indemnification of city officers and employees.

(a) *Definitions.* For purposes of this section the term "officer" shall include any elected or appointed official of the City, and the term "employee" shall include all employees of the City, whether under civil service or not; including firemen and policemen.

(b) *Indemnification.* Any officer or employee who is liable for the payment of any claims or damages, excluding punitive damages, arising out of the course and scope of employment shall be entitled to indemnification by the City provided that the acts or omissions resulting in such liability were done in good faith and without malicious or felonious intent. For the purposes of this section, the term, "arising out of the course and scope of employment" shall not include any action which occurs during a period of time in which the officer or employee is engaged in outside employment or is rendering contractual services to someone other than the City. Whether the acts were done in good faith, without malicious or felonious intent, and within the course and scope of employment shall be determined by the City, and such determination shall be final for the purposes of the representation and indemnity of this section; provided, however, that in the event such representation and indemnity have been denied by the City, if upon a trial on the merits the City determines that the officer or employee was acting in good faith, without malicious or felonious intent and within the scope of employment the indemnification hereunder shall be granted and reasonable legal expenses incurred in the defense of the claim reimbursed. The City shall not be liable for any settlement of any such claim or suit effected without its consent, and the City reserves the right to assert any defense and make any settlement of any claim or suit that it deems expedient.

(c) *Representation in actions.* The City shall have the right and duty to provide legal representation through the city attorney, or in its discretion through the selection of outside legal counsel, to any officer or employee sued in connection with any claim for damages or other civil action against such person arising out of the course and scope of employment, provided that such officer or employee is entitled to indemnification as set forth in this

section. Such legal representation shall be provided at no cost to the officer or employee, and any officer or employee may have his or her own counsel assist in the defense at the sole expense of the officer or employee. The officer or employee shall cooperate fully with the City in preparation and presentation of the case, and the failure to cooperate shall waive such officer's or employee's right to representation and indemnity under this section.

(d) *City's defenses.* Nothing in this section shall be construed as waiving the City's defense of governmental immunity to it or its employees or officers in any action brought against the City or such officer or employee. For any suit or claim arising under the Texas Tort Claims Act, the indemnity provided by this section shall be limited to the statutory limits applicable to the City provided in said Act, as amended.

(e) *Notice.* The provisions of this section shall apply only where the City has been given notice of the action brought against the city officer or employee within seven (7) calendar days of service of process upon the officer or employee.

(f) *Disciplinary actions.* Nothing in this section shall prevent the City from taking any disciplinary action against any officer or employee for conduct defended or indemnified by the City under this section, either before or after conclusion of the civil suit.

(g) *Suits in behalf of the City.* Nothing in this section shall require the City to indemnify any officer or employee for recoveries made against him or her in suits by or on behalf of the City.

Secs. 2-10 – 2-60. Reserved.

ARTICLE II. CODE OF ETHICS

2-61.- Purpose.

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but on the availability of aid or redress to all persons on equal terms and on the accessibility and dissemination of information relating to the conduct of public affairs.

The purpose of this Code of Ethics is to promote confidence in the governance of the City of Temple, and thereby enhance the City's ability to function effectively. This Code of Ethics also establishes guidelines for standards of conduct for all officials of the City of Temple by discouraging conduct which is incompatible with the best interests of the City.

2.62.- Title; Application.

This Article may be cited as the City of Temple's Code of Ethics. This Code of Ethics applies to all city officials as defined in this Code. The standards in this Code apply to individuals who are employed by the City on a full-time, part-time or internship basis, including employees who hold Council-appointed positions. Complaints and investigations about employees will be addressed as set forth in the City of Temple Personnel Policies and Procedures Manual.

This Code of Ethics is not intended to preempt or prevent the cumulative application and enforcement of State or Federal law, the City Charter or the Personnel Policies and Procedures Manual of the City of Temple.

This Code of Ethics is effective from the date of adoption by the City Council. This Code may not be applied retroactively, as it governs conduct from the date of adoption forward.

2.63.- Definitions.

The following words, terms and phrases, when used in this code, have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Affinity - has the meaning set forth in Texas Government Code Sections 573.024 and 573.025, or as amended.

Benefit - anything reasonably regarded as economic gain, or advance, including a benefit to another person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

Board or Commission – for the purposes of this Article, “board or commission” refers to City boards and commissions that have quasi-judicial authority, or responsibilities beyond those that are advisory in nature. The boards and commissions that fall under this definition are the Building and Standards Commission, Building Board of Appeals, Civil Service Commission, Development Standards Advisory Board, Planning & Zoning Commission, Reinvestment Zone Number One Board of Directors, and Zoning Board of Adjustment.

Business entity – a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Candidate - an individual seeking to be elected or appointed to a position on the City Council, a City board or commission, or any employment position within the City that is appointed by the City Council.

City official - a public official, either elected or appointed, that serves the City as a councilmember or board member for any of the City boards or commissions and all employees including those that are in council appointed positions.

Confidential Information - any information to which a city official has access in such person's official capacity which may not be disclosed to the public except pursuant to State and/or Federal law and which is not otherwise a matter of public record or public knowledge.

Consanguinity - has the meaning set forth in Texas Government Code Sections 573.022 and 573.023, or as amended.

Property - real estate, intellectual property, personal items, equipment, goods, crops, livestock, or an equitable right to income from real estate, intellectual property, personal items, equipment, goods, crops or livestock.

Relative - any person related to a city official within the first degree of consanguinity or affinity, as determined under Texas Government Code, Chapter 573.

Representation - all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally or informally, serves as an advocate for private interests, regardless of whether the representation is compensated.

2.64. - Standards of Conduct.

(a) Conflicts of Interest/ Disclosure of Relationships.

(1) City officials and candidates are subject to State law governing dual office holding and the common law doctrine of incompatibility.

(2) City officials must comply with State law pertaining to conflicts of interest of local government officials, including, but not limited to Texas Local Government Code, Chapter 171, as amended, and Chapter 212, as amended, regardless of whether or not the individual defined as a "city official" in this Code would ordinarily be subject to the State law at issue. This provision specifically requires that the affected city official refrain from participation in discussion, deliberation or vote in any matter where a conflict exists, and disclose the nature and extent of the conflict.

(b) Confidential Information.

(1) A city official may not:

(A) Disclose confidential information;

(B) Disclose or reveal any information, or the contents of any discussion, considered during an executive session or closed meeting conducted pursuant to the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and held by the City Council, any City board, commission, committee, or department;

(C) Directly or indirectly use any confidential information that was gained by reason of such person's official position for such person's own gain or benefit or for the benefit of others;

(D) Disclose or reveal any information or the contents of any discussion when disclosure would violate the provisions of the Texas Public Information Act, Texas Government Code, Chapter 552, as amended, or the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended; or

(E) Use his/her position to secure official information about any person or entity for any purpose other than the performance of his/her official duties.

(2) This section does not prohibit disclosure that is authorized or required by law or the confidential reporting of illegal or unethical conduct to authorities designated by law.

(c) Gifts.

(1) A city official may not accept or solicit any money, property, service or other thing of value, by way of gift, favor, loan or otherwise which the official knows, or should know, is being offered or given with the intent to unlawfully influence the exercise or performance of such person's official duties, or in return for having exercised or performed official duties.

(2) This provision does not apply to:

(A) an occasional non-pecuniary gift less than \$50.00 in value;

(B) an award publicly presented in recognition of public service;

(C) an occasional meal, breakfast, lunch, or dinner where public business was discussed;

(D) lawful campaign contributions;

(E) admission to an event in which the city official is participating in connection with official duties;

(F) attending social functions, ground breakings, or civic events pertinent to the public relations and operations of the City;

(G) T-shirts, caps, and other similar promotional material;

(H) a gift to a city official relating to a special occasion such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the value of the gift is fairly commensurate with the occasion and the relationship between the donor and the recipient;

(I) floral arrangements, edible arrangements, fruit and/or gift baskets given to celebrate an achievement, special occasion or holiday, and clearly not given with intent to influence; or

(J) a gift that would have been offered or given to the official if such person were not a public official.

(3) A city official must take reasonable steps to persuade a relative not to solicit, accept, or agree to accept any gift or benefit that would violate subsection (1) if the official solicited, accepted, or agreed to accept it.

(d) Improper Economic Benefit; Unfair Advancement of Private Interests.

(1) A city official may not use his/her official position or knowledge from the official position to secure special privileges or exemptions for the purpose of achieving monetary gain for himself/herself or others.

(2) A city official may not grant any special consideration, treatment or advantage to any citizen, individual, business organization, or group beyond that which is normally available to every other citizen, individual, business or group.

(3) A city official may not appoint, nominate, or vote to nominate or appoint, any relative within the third degree of consanguinity or within the second degree of affinity. Degrees of consanguinity and affinity must be calculated as set out in Texas Government Code, Chapter 573, as amended.

(4) A member of the City Council, Planning and Zoning Commission, or Zoning Board of Adjustment, must file a statement with the record keeper, disclosing the existence of a financial interest in property within the statutory 200-foot notice area for a decision on a land matter. If the city official does not have a conflict of interest under State law, and has not filed a protest, the city official may participate

in deliberation about the item, but may not vote on the item. For this provision, the term “land matter” should be interpreted broadly to include zoning, permitting, plat approval and variances.

(5) A city official who is a member of a City board or commission, may not serve as a representative, before that board or commission, of any person, group or entity.

(6) A city official may not represent any person, group, or entity, other than himself/herself, his/her spouse, or his/her minor children, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to the interests of the City.

(e) City Property and Resources.

A city official may not use City supplies, personnel, equipment or facilities for any purpose, including political or campaign purposes, other than to conduct official City business or to the extent those resources are lawfully available for public use.

(f) Outside Employment and Activities.

(1) A city official may not accept other employment incompatible with the full and proper discharge of such person’s duties and responsibilities with the City, or which might impair the official’s independent judgment in the performance of his/her public duty.

(2) A city official may not knowingly engage in any outside activity which will conflict, or be incompatible with the person’s position as an official of the City.

(3) A City Councilmember who is on the board of a nonprofit organization or whose relative is on the board of a nonprofit organization may not vote on any funding request by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or part by the City Council.

2.65.-Complaint Procedures.

(a) Any person who believes there has been a violation of this Code may file a sworn, written complaint with the City Secretary’s Office that alleges such violations. Complaint forms may be obtained from the City Secretary’s Office.

(b) A complaint filed under this section must be in writing and under oath and must set forth the following information:

(1) The name of the complainant;

- (2) The street or mailing address, telephone number, and email address of the complainant;
 - (3) The name of each city official and/or city employee complained about;
 - (4) The position or title of each city official and/or city employee complained about;
 - (5) The nature of the alleged violation, including, if possible, the specific provision of the Code of Ethics alleged to have been violated;
 - (6) A statement of the facts constituting the alleged violation and the dates or period of time during which the violation is alleged to have occurred; and
 - (7) All documents or other materials in the possession of the complainant that are relevant to the allegation; a list of all documents or other material relevant to the allegation and available to the complainant, but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material relevant to the allegation, but unavailable to the complainant, including the location of the documents, if known.
- (c) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is based on personal knowledge and is true and correct, or that the complainant has good reason to believe and does believe, that the facts alleged constitute a violation of this Code of Ethics. The complainant shall swear to or affirm the facts under oath before a notary public or other person authorized by law to administer oaths under penalty of perjury. A complaint that is not sworn as required will not be accepted and will be returned to the complainant.
- (d) The complaint must state on its face an allegation that, if true, constitutes a violation of this Code of Ethics.
- (e) A complaint for violation of this Code must be made within 18 months from the date of the alleged violation(s).
- (f) A general complaint lacking in detail or failing to identify one or more alleged violations of this Code of Ethics, will not be considered sufficient to invoke the procedures set forth herein.
- (g) Anonymous complaints will not be accepted for filing or further action. A person who knowingly makes a false statement in a complaint shall be subject to criminal prosecution for perjury as allowed by the laws of this State.

2.66. - Enforcement.

(a) **City Employees.** Complaints and investigations arising under this Code and involving employees, including those that are Council appointed, will be addressed as set forth in the City of Temple Personnel Policies and Procedures Manual.

(b) **City Officials.**

(1) *Board and Commission Members.* Board and commission members serve at the will of the City Council and may be removed from their positions by the City Council at any time. If the City Council has reason to believe that a board or commission member has violated the standards set forth in this Code, the City Council may take any action necessary to investigate the alleged violation. If the City Council ultimately finds that the member has violated any standard set forth in this Code, the City Council may, by majority vote, remove the member from the board or commission on which he/she serves.

(2) *City Councilmember.* If a City Councilmember is believed to have violated the standards set forth in this Code, the City Council may take any action necessary to investigate the situation. The Councilmember accused of a potential violation may not participate in any discussion, investigation, or vote related to the accusation. If the City Council ultimately finds that the Councilmember has violated the standards set forth in this Code, the City Council, by majority vote, may adopt a resolution of censure against the Councilmember. The resolution will be transmitted to the City Secretary's Office and a copy placed on the City's website. The City may also take any other action allowed by law, including, but not limited to, publication in the newspaper or through a press release.

(c) The City Council will not consider or investigate an alleged violation of this Code by a board or commission member or Councilmember if the alleged violation occurred more than 18 months prior to the date the City Council was made aware of the alleged violation.

2.67.- Ethics Advisory Opinions.

(a) Any city official or employee may request from the City Attorney's Office an advisory opinion with respect to whether proposed action by that person would violate the Code of Ethics. Such request must be in writing and provide sufficient detail to allow a thorough and accurate analysis of the proposed action. A request lacking in detail may be returned to the requestor for clarification or more information

(b) Within twenty (20) business days of receipt of the request, the City Attorney's Office must issue a written advisory opinion. Opinions that address new issues and that are instructive on the application of the Code of Ethics must be posted on the City's webpage

for reference, but must be posted in a manner that does not reveal the identity of the individual requesting the opinion.

(c) A person who reasonably and in good faith acts in accordance with a written advisory opinion issued by the City Attorney's Office may not be found to have violated the Code of Ethics by engaging in conduct approved in the advisory opinion, provided that:

- (1) He or she requested the issuance of the opinion;
- (2) The request for an opinion fairly and accurately disclosed all relevant facts; and
- (3) Less than five (5) years has passed between the date the opinion was issued and the date of the conduct in question.

Sect. 2-68 – 2-111. Reserved.

ARTICLE III. PAYMENT BY CHECK OR CREDIT CARD

Section 2-112. Fee for returned checks.

The Director of Finance is hereby authorized and directed to assess and collect a fee on all checks issued to the City of Temple, Texas, or any of its departments, which checks are returned by the bank upon which they are drawn. The amount of the fee shall be established by resolution of the City Council. It shall be unlawful for any person who issues such a check to fail or refuse to pay the fee as authorized here.

Section 2-113. Postdated checks.

Postdated checks are not acceptable for payment of any funds owed to the City of Temple, Texas, or any of its departments. Upon receipt of a postdated check the City may either return the check to the sender or maker or immediately present the check for payment. Any person who makes payment to the City with a postdated check assumes the risk of overdraft and all consequences of overdraft if the postdated check is paid early.

Sec. 2-114. Payment of fees or costs by credit cards.

All municipal officers, officials and employees who collect fees, fines, court costs or other charges, including, but not limited to, the Director of Finance, Clerk of Municipal Court, Director of the Civic Center and the Building Inspector are hereby authorized to accept payment of any such fees, fines, court costs or other charges by credit card. Provided, however, ad valorem taxes shall not be payable in anything other than currency of the United States or by a check or money order or other method consistent with Section 31.06 of the Property Tax Code (V.A.T.C.S.) nor shall credit card payment be authorized if it is otherwise prohibited by law.

Sec. 2-115. Service charge.

There is hereby established a service charge, which shall be the same as the fee charged by the City of Temple for the collection of a check drawn on an account with insufficient funds, which shall be collected from the person owing the fee, fine, court cost or other charge, if that person's payment by credit card is not honored for any reason by the credit card company on which the funds are drawn. This fee shall be in addition to the original fee, fine, court costs or other charge and is for the collection of the original amount. The municipal officer, employee or official collecting the service charge shall deposit the fee in the general fund.

Sec. 2-116. Encumbrance of credit cards; fee.

Any municipal officer, employee or official who collects fees, fines, court costs or other charges is hereby authorized to contract with the company issuing credit cards to collect and seize credit cards issued by the company that are returned or otherwise unauthorized. All such contracts shall be approved by the City Council and the City Attorney. The Director of Finance shall establish a reasonable fee to be charged the credit card company for return of the credit cards. The municipal officer, employee or official collecting the fee shall deposit the fee in the general fund.

Sec. 2-117 – 2-169. Reserved.

ARTICLE IV. RISK MANAGEMENT

Section 2-170. Policy.

(a) It is the goal of the City Council to provide the requisite municipal services to its citizens most cost-effectively in terms of human, material, and financial resources.

(b) The City Council recognizes that it has a responsibility to provide a safe working environment for its employees and that each employee must pursue the highest of standards in his or her assigned activities and that all municipal employees must recognize that the well-being of persons involved and the protection of our physical resources are as important as the activity and work being performed.

(c) The City Council, acting as a trustee of municipal funds and assets, recognizing that there is a constant exposure to risk of loss from occurrences involving damage to property, injury to employees and other individuals, and unforeseen liabilities imposed by law or assumed by contract, hereby establishes this policy for the intensive management of municipal risks, and directs that this policy be implemented in stages over the next several months. This policy applies to all pure risks, such as fire, liability suits, theft, workers compensation, and other risks of property and liability losses, both direct and

indirect. It specifically does not apply to deliberately assumed loss of employee benefits, depreciation or normal obsolescence. The policies contained herein supersede any policies currently in force and effect and to the extent that these policies are in conflict with current policies these policies shall control.

Sec. 2-171. Office of risk management.

There is hereby created an office of risk management within current personnel, material, and financial constraints for the purpose of recognizing, avoiding, preventing and controlling the chance of resource losses by whatever means feasible.

Sec. 2-172. Appointment and duties of risk manager.

The City Manager is hereby authorized to appoint a risk manager who will be responsible to the City Manager and whose duties will include, but not be limited to, the overall development, supervision, coordination, and implementation of the City of Temple's risk management plans and programs.

Sec. 2-173. Risk Management Committee.

The City Manager shall appoint a risk management committee. The committee's duties and responsibilities are to oversee the City's risk management plans and programs, provide general policy guidance to all City departments, evaluate and make recommendations to the City Manager to protect the interests of the City, its employees and citizens, as well as to review the City's operations to insure adequate protection from loss.

Sec. 2-174. Risk management techniques.

The Office of Risk Management, the Risk Management Committee, and all City departments will be guided by the following policies and techniques:

(a) Because of the need to protect the assets of this municipality against catastrophic loss (or to provide financial restitution if such loss should occur) and the expense involved in such protection, risk management is a critical part of the total management of the City of Temple, Texas.

(b) Risk management is a specialized discipline intended to provide the decision-making management level with data pertinent to the identification, analysis, evaluation, and alternative treatment of exposures to loss through chance events, for both program review and planning new undertakings. In these management areas, the City of Temple will utilize the services of qualified risk management specialists either in its own staff or through the use of risk management outside consultants, as required. Provided, however, consultants shall be hired only after approval by the City Council.

(c) The following techniques of risk management will be employed by the City of Temple, Texas.

1. *Recognition.* The recognition function will be to identify, analyze, and evaluate all exposure to loss through chance events, either in existence or subsequently created, that involve loss potentials of significant amounts either in one event or in the aggregate annually. In this municipality, acceptable loss exposures will be determined by the Risk Management Committee. From time to time this Committee shall assess such loss exposures and may modify them in accordance with current or anticipated fiscal limitations.
2. *Avoidance.* The anticipated financial rewards for assuming any exposures to loss should exceed or at least be approximately equal to potential loss. The City of Temple, Texas, will avoid incurring disproportionate exposures to loss in contractual agreements. All new undertakings shall be evaluated carefully and those already in existence shall be re-evaluated periodically for the purpose of determining if any loss exposure can be avoided.
3. *Loss Prevention.* Once it is decided that a loss exposure should be retained (or transferred) and not avoided, it is the policy of this municipality to try to utilize loss prevention techniques wherever possible, consistent with the costs involved. It is the belief of this municipality that it is preferable to attempt to prevent losses before considering other techniques for handling loss exposures.

The reduction of losses depends primarily upon a careful review of all operations, equipment, and facilities to identify potential hazards and to eliminate or reduce them to their practical minimum. This review must be a constant process--in the design, construction, and operating stages on the part of all management and supervisory personnel. Periodic safety inspections should serve as an overall second look in all the above stages. The essential part of these reviews is the corrective actions taken as a result of the recommendations enacted.

4. *Retention.* Generally, the City of Temple, Texas will retain a loss exposure under the following circumstances.
 - a. when the amount of annual potential loss is relatively so small that it may conveniently be treated as a normal operating expense; or

- b. when
 - (1) the probability of loss (frequency) is so great that loss is almost certain to occur; and
 - (2) the rates for insurance or other transfer mechanisms are disproportionately high; and
 - (3) potential loss amounts are within the financial ability of the City to retain; and
 - (4) no necessary insurance services are required; or
 - c. When the probability of occurrence is so remote that the ordinarily prudent businessman would not incur any amount of premium expense for insurance; or
 - d. When insurance is not available, or only available at prohibitive cost.
5. *Noninsurance Transfer.* In all contractual relationships, the City of Temple, Texas, will transfer to others all exposures to loss from chance events appropriate to the transaction and relationship of the parties. This means that the City of Temple, Texas, will consider before contractually transferring a loss exposure to another party, that party's ability to assume the potential loss, ability to control the loss, and the customs and traditions of the parties and the industries involved. In the absence of adequate net worth of other parties, contractual transfers shall be supported by insurance of the indemnitor and evidence thereof required. Whenever a choice exists among two or more methods of accomplishing a business purpose, the opportunity to transfer the exposure shall be given appropriate consideration.
6. *Insurance Transfer.* The City of Temple, Texas, will purchase insurance under the following circumstances:
- a. when required by law or contract; or
 - b. when the amount of potential loss is too large to be safely retained (measured against assets, operating income, earnings, and cash flow); or

- c. when the probable annual cost variation is unacceptable and insurance is available on acceptable terms; or
 - d. when insurance can better or more economically provide accessory services required, such as inspection, claims handling, legal qualifications, and loss prevention.
7. *Joint Insurance Transfer and Retention.* The City of Temple, Texas will combine insurance transfer and retention through the use of deductibles, franchises, excess insurance, and retrospective rating plans when relatively low loss amount exposures can be safely retained.

Sect. 2-175. Dissemination and implementation.

This risk management policy has been developed and will be disseminated by the risk manager to be used as a tool to help all department heads and supervisory personnel to minimize the City's exposure to loss, whether these losses be in the form of funds expended, theft, lost productivity, personal injury, vehicular accidents, inconvenience, pain and suffering, or in other areas. This office of risk management will make itself available to assist all departments in implementing these policies by providing such advice, guidance, or counseling as required.

Sect. 2-176. Departmental operation.

The City Council of the City of Temple, Texas, recognizes that no risk management plan, policy, or statement for the City will be any more effective than the weakest link in its chain of command. Therefore, department heads and other supervisory personnel will be required to cooperate fully with the risk manager and the risk management committee to implement and enforce the risk management plan and policy.

Chapter 2

ADMINISTRATION

ARTICLE I. IN GENERAL

Sec. 2-1. City seal.

The seal of the city shall be the coat of arms of the State of Texas in a circle with the words "City of Temple, State of Texas" engraved around the margin thereof.

Sec. 2-2. Rental or sale of city property or materials.

It shall be unlawful for any officer or employee of the city to rent any equipment belonging to the city to any person, or to sell any materials belonging to the city, unless such rental or sale is previously authorized by the city manager.

Sec. 2-3. Change orders.

Change orders involving a decrease or increase in cost of twenty-five thousand dollars (\$25,000.00) or less in contracts for the construction of public works or for the purchase of materials, equipment, and supplies shall be approved by the city manager or his designee for the City of Temple, Texas.

Sec. 2-4. City Attorney--Qualifications.

The city attorney shall be a licensed lawyer and competent to discharge the duties required of him by the Charter and ordinances of the city.

Sec. 2-5. Same--Duties.

It shall be the duty of the city attorney to serve the city council, to advise it as a council, and each of the councilmen respectively, from time to time, with respect to the provisions and a proper interpretation of the Charter, and the powers and authority of the council as the governing body for the city, and to attend the meetings of the council. The city attorney is also charged with the duty to draw all ordinances and resolutions that may be passed on by the council, and to represent the city in all of its litigation in the courts, and to discharge such other duties as are usually imposed upon city attorneys, including advice and counsel from time to time to the city manager.

Sec. 2-6. Same--Opinions requested by appointive boards, committees, etc.

The city attorney shall, at the request of any appointive board, committee or commission

of the City of Temple, Texas, give written or oral opinions upon any question touching the public interest and concerning the official duties of said board, committee or commission. No request for an opinion of the city attorney shall be made by any board, committee or commission except upon the affirmative vote of a majority of the members thereof present and voting at a meeting open to the public. Every such request shall be made through the chairperson of said board, committee or commission.

Sec. 2-7. City engineer to ascertain monuments, make surveys, etc.

It shall be the duty of the city engineer to ascertain the established monuments of the city, and from them to extend surveys thereof and establish others and to locate, establish and survey all private property, streets and alleys where the interests of the city are involved, within the territorial limits of the city, when so called on or required to do so.

Sec. 2-8. Legal defense and indemnification of city officers and employees.

(a) *Definitions.* For purposes of this section the term "officer" shall include any elected or appointed official of the City, and the term "employee" shall include all employees of the City, whether under civil service or not; including firemen and policemen.

(b) *Indemnification.* Any officer or employee who is liable for the payment of any claims or damages, excluding punitive damages, arising out of the course and scope of employment shall be entitled to indemnification by the City provided that the acts or omissions resulting in such liability were done in good faith and without malicious or felonious intent. For the purposes of this section, the term, "arising out of the course and scope of employment" shall not include any action which occurs during a period of time in which the officer or employee is engaged in outside employment or is rendering contractual services to someone other than the City. Whether the acts were done in good faith, without malicious or felonious intent, and within the course and scope of employment shall be determined by the City, and such determination shall be final for the purposes of the representation and indemnity of this section; provided, however, that in the event such representation and indemnity have been denied by the City, if upon a trial on the merits the City determines that the officer or employee was acting in good faith, without malicious or felonious intent and within the scope of employment the indemnification hereunder shall be granted and reasonable legal expenses incurred in the defense of the claim reimbursed. The City shall not be liable for any settlement of any such claim or suit effected without its consent, and the City reserves the right to assert any defense and make any settlement of any claim or suit that it deems expedient.

(c) *Representation in actions.* The City shall have the right and duty to provide legal representation through the city attorney, or in its discretion through the selection of outside legal counsel, to any officer or employee sued in connection with any claim for damages or other civil action against such person arising out of the course and scope of employment, provided that such officer or employee is entitled to indemnification as set forth in this

section. Such legal representation shall be provided at no cost to the officer or employee, and any officer or employee may have his or her own counsel assist in the defense at the sole expense of the officer or employee. The officer or employee shall cooperate fully with the City in preparation and presentation of the case, and the failure to cooperate shall waive such officer's or employee's right to representation and indemnity under this section.

(d) *City's defenses.* Nothing in this section shall be construed as waiving the City's defense of governmental immunity to it or its employees or officers in any action brought against the City or such officer or employee. For any suit or claim arising under the Texas Tort Claims Act, the indemnity provided by this section shall be limited to the statutory limits applicable to the City provided in said Act, as amended.

(e) *Notice.* The provisions of this section shall apply only where the City has been given notice of the action brought against the city officer or employee within seven (7) calendar days of service of process upon the officer or employee.

(f) *Disciplinary actions.* Nothing in this section shall prevent the City from taking any disciplinary action against any officer or employee for conduct defended or indemnified by the City under this section, either before or after conclusion of the civil suit.

(g) *Suits in behalf of the City.* Nothing in this section shall require the City to indemnify any officer or employee for recoveries made against him or her in suits by or on behalf of the City.

Secs. 2-10 – 2-60. Reserved.

ARTICLE II. CODE OF ETHICS

2-61.- Purpose.

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but on the availability of aid or redress to all persons on equal terms and on the accessibility and dissemination of information relating to the conduct of public affairs.

The purpose of this Code of Ethics is to promote confidence in the governance of the City of Temple, and thereby enhance the City's ability to function effectively. This Code of Ethics also establishes guidelines for standards of conduct for all officials of the City of Temple by discouraging conduct which is incompatible with the best interests of the City.

2.62.- Title; Application.

This Article may be cited as the City of Temple's Code of Ethics. This Code of Ethics applies to all city officials as defined in this Code. The standards in this Code apply to individuals who are employed by the City on a full-time, part-time or internship basis, including employees who hold Council-appointed positions. Complaints and investigations about employees ~~are~~will be addressed as set forth in the City of Temple Personnel Policies and Procedures Manual.

This Code of Ethics is not intended to preempt or prevent the cumulative application and enforcement of State or Federal law, the City Charter or the Personnel Policies and Procedures Manual of the City of Temple.

This Code of Ethics is effective from the date of adoption by the City Council. This Code may not be applied retroactively, as it governs conduct from the date of adoption forward.

2.63.- Definitions.

The following words, terms and phrases, when used in this code, have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Affinity - has the meaning set forth in Texas Government Code Sections 573.024 and 573.025, or as amended.

Benefit - anything reasonably regarded as economic gain, or advance, including a benefit to another person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

Board or Commission – for the purposes of this Article, “board or commission” refers to City boards and commissions that have quasi-judicial authority, or responsibilities beyond those that are advisory in nature,~~;~~ ~~including, but not limited to,~~ The boards and commissions that fall under this definition are the Building and Standards Commission, Building Board of Appeals, Civil Service Commission, Development Standards Advisory Board, Planning & Zoning Commission, ~~Temple Economic Development Board of Directors,~~ Reinvestment Zone Number One Board of Directors, and Zoning Board of Adjustment,~~and the Ethics Review Board.~~

Business entity – a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Candidate - an individual seeking to be elected or appointed to a position on the City Council, a City board or commission, or any employment position within the City

that is appointed by the City Council.

City official - a public official, either elected or appointed, that serves the City as a councilmember or board member for any of the ~~city~~ City boards or commissions and all employees including those that are in council appointed positions.

~~**Clear and Convincing Evidence**—the measure or degree of proof that produces in a person’s mind a firm belief or conviction as to the truth of the allegations sought to be established.~~

Confidential Information - any information to which a city official has access in such person’s official capacity which may not be disclosed to the public except pursuant to State and/or Federal law and which is not otherwise a matter of public record or public knowledge.

Consanguinity - has the meaning set forth in Texas Government Code Sections 573.022 and 573.023, or as amended.

~~**Culpable disregard**—conscious disregard of the effects of the city official’s conduct that would amount to a gross deviation from the standard of care that a reasonable person in a similar situation would observe.~~

~~**Intentionally**—acting with intent with respect to the nature of conduct or to a result of conduct when it is the conscious objective or desire to engage in the conduct or cause the result.~~

~~———**Knowingly**—acting with knowledge with respect to the nature of conduct or the circumstances surrounding conduct when aware of the nature of the conduct or that the circumstances exist; a person acts knowingly with respect to his conduct when he/she is aware that the conduct is reasonably certain to cause the result.~~

~~**Probable cause**—after logical inquiry, enough facts exist to lead a reasonable person to believe that a violation has occurred.~~

Property - real estate, intellectual property, personal items, equipment, goods, crops, livestock, or an equitable right to income from real estate, intellectual property, personal items, equipment, goods, crops or livestock.

Relative - any person related to a city official within the first degree of consanguinity or affinity, as determined under Texas Government Code, Chapter 573.

Representation - all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally or informally, serves as an

advocate for private interests, regardless of whether the representation is compensated.

2.64. - Standards of Conduct.

(a) Conflicts of Interest/ Disclosure of Relationships.

(1) City officials and candidates are subject to State law governing dual office holding and the common law doctrine of incompatibility.

(2) City officials must comply with State law pertaining to conflicts of interest of local government officials, including, but not limited to Texas Local Government Code, Chapter 171, as amended, and Chapter 212, as amended, regardless of whether or not the individual defined as a “city official” in this Code would ordinarily be subject to the State law at issue. This provision specifically requires that the affected city official refrain from participation in discussion, deliberation or vote in any matter where a conflict exists, and disclose the nature and extent of the conflict.

(b) Confidential Information.

(1) A city official may not:

(A) Disclose confidential information;

(B) Disclose or reveal any information, or the contents of any discussion, considered during an executive session or closed meeting conducted pursuant to the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and held by the City Council, any City board, commission, committee, or department;

(C) Directly or indirectly use any confidential information that was gained by reason of such person’s official position for such person’s own gain or benefit or for the benefit of others;

(D) Disclose or reveal any information or the contents of any discussion when disclosure would violate the provisions of the Texas Public Information Act, Texas Government Code, Chapter 552, as amended, or the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended; or

(E) Use his/her position to secure official information about any person or entity for any purpose other than the performance of his/her official duties.

(2) This section does not prohibit disclosure that is authorized or required by law

or the confidential reporting of illegal or unethical conduct to authorities designated by law.

(c) Gifts.

(1) A city official may not accept or solicit any money, property, service or other thing of value, by way of gift, favor, loan or otherwise which the official knows, or should know, is being offered or given with the intent to unlawfully influence the exercise or performance of such person's official duties, or in return for having exercised or performed official duties.

(2) This provision does not apply to:

(A) an occasional non-pecuniary gift less than \$50.00 in value;

(B) an award publicly presented in recognition of public service;

(C) an occasional meal, breakfast, lunch, or dinner where public business was discussed;

(D) lawful campaign contributions;

(E) admission to an event in which the city official is participating in connection with official duties;

(F) attending social functions, ground breakings, or civic events pertinent to the public relations and operations of the City;

(G) T-shirts, caps, and other similar promotional material;

(H) a gift to a city official relating to a special occasion such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the value of the gift is fairly commensurate with the occasion and the relationship between the donor and the recipient;

(I) floral arrangements, edible arrangements, fruit and/or gift baskets given to celebrate an achievement, special occasion or holiday, and clearly not given with intent to influence; or

(J) a gift that would have been offered or given to the official if such person were not a public official.

(3) A city official must take reasonable steps to persuade a relative not to solicit, accept, or agree to accept any gift or benefit that would violate subsection (1) if the

official solicited, accepted, or agreed to accept it.

(d) Improper Economic Benefit; Unfair Advancement of Private Interests.

(1) A city official may not use his/her official position or knowledge from the official position to secure special privileges or exemptions for the purpose of achieving monetary gain for himself/herself or others.

(2) A city official may not grant any special consideration, treatment or advantage to any citizen, individual, business organization, or group beyond that which is normally available to every other citizen, individual, business or group.

~~(3) A city official may not acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter, if the official knows, or has reason to know, that the interest will be directly or indirectly affected by impending official action by the City. This subsection does not prohibit a city official from:~~

~~(i) Responding to a request for bid, request for proposal, or request for qualifications advertised or solicited by the City and responded to in accordance with State and local law; or~~

~~(ii) Contracting with the City if the contract is awarded to the city official in accordance with State and local law.~~

(43) A city official may not appoint, nominate, or vote to nominate or appoint, any relative within the third degree of consanguinity or within the second degree of affinity. Degrees of consanguinity and affinity must be calculated as set out in Texas Government Code, Chapter 573, as amended.

(54) A member of the City Council, Planning and Zoning Commission, or Zoning Board of Adjustment, must file a statement with the record keeper, disclosing the existence of a financial interest in property within the statutory 200-foot notice area for a decision on a land matter. If the city official does not have a conflict of interest under State law, and has not filed a protest, the city official may participate in deliberation about the item, but may not vote on the item. For this provision, the term “land matter” should be interpreted broadly to include zoning, permitting, plat approval and variances.

(65) A city official who is a member of a City board or commission, may not serve as a representative, before that board or commission, of any person, group or entity.

~~(7) A city official may not represent any person, group, or entity, other than himself/herself, his/her spouse, or his/her minor children before the City.~~

(86) A city official may not represent any person, group, or entity, other than himself/herself, his/her spouse, or his/her minor children, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to the interests of the City.

(e) City Property and Resources.

A city official may not use City supplies, personnel, equipment or facilities for any purpose, including political or campaign purposes, other than to conduct official City business or to the extent those resources are lawfully available for public use.

(f) Outside Employment and Activities.

(1) A city official may not accept other employment incompatible with the full and proper discharge of such person's duties and responsibilities with the City, or which might impair the official's independent judgment in the performance of his/her public duty.

(2) A city official may not knowingly engage in any outside activity which will conflict, or be incompatible with the person's position as an official of the City.

(3) A City Councilmember who is on the board of a nonprofit organization or whose relative is on the board of a nonprofit organization may not vote on any funding request by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or part by the City Council.

~~2.65. --Former City Officials.~~

~~(a) A former city official may not represent any person, group, or entity other than himself/herself, his/her spouse, or his/her minor child, before the City for a period of 18 months after vacating his/her position on the City Council, a city board or commission.~~

~~(b) A former city official may not represent any person, group, or entity other than himself/herself, his/her spouse, or his/her minor child, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to the interests of the City and the matter is one in which the former city official personally and substantially participated prior the termination of his/her official duties.~~

~~(c) A former city official has a continuing duty of confidentiality and may not use or disclose confidential information acquired during service as a city official. This provision does not prohibit disclosure that is authorized or required by law.~~

~~2.66. --Disclosure of Interests.~~

~~(a) All appointed board and commission members are required to disclose economic, financial and property interests annually on a form provided by the City Secretary.~~

~~(b) All city officials shall be required to comply with disclosure of conflicts of interest pursuant to Texas Local Government Code, Chapter 171 and Section 212.017, as amended.~~

2.65.-Complaint Procedures.

(a) Any person who believes there has been a violation of this Code may file a sworn, written complaint with the City Secretary's Office that alleges such violations. Complaint forms may be obtained from the City Secretary's Office.

(b) A complaint filed under this section must be in writing and under oath and must set forth the following information:

_____ (1) The name of the complainant;

_____ (2) The street or mailing address, telephone number, and email address of the complainant;

_____ (3) The name of each city official and/or city employee complained about;

_____ (4) The position or title of each city official and/or city employee complained about;

(5) The nature of the alleged violation, including, if possible, the specific provision of the Code of Ethics alleged to have been violated;

_____ (6) A statement of the facts constituting the alleged violation and the dates or period of time during which the violation is alleged to have occurred; and

_____ (7) All documents or other materials in the possession of the complainant that are relevant to the allegation; a list of all documents or other material relevant to the allegation and available to the complainant, but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material relevant to the allegation, but unavailable to the complainant, including the location of the documents, if known.

(c) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is based on personal knowledge and is true and correct, or that the complainant has good reason to believe and does believe, that the facts alleged constitute a violation of this Code of Ethics. The complainant shall swear to or affirm the facts under oath before a notary public or other person authorized by law to administer

oaths under penalty of perjury. A complaint that is not sworn as required will not be accepted and will be returned to the complainant.

(d) The complaint must state on its face an allegation that, if true, constitutes a violation of this Code of Ethics.

(e) A complaint for violation of this Code must be made within 18 months from the date of the alleged violation(s).

(f) A general complaint lacking in detail or failing to identify one or more alleged violations of this Code of Ethics, will not be considered sufficient to invoke the procedures set forth herein.

(g) Anonymous complaints will not be accepted for filing or further action. A person who knowingly makes a false statement in a complaint shall be subject to criminal prosecution for perjury as allowed by the laws of this State.

2.6766. - Ethics Review Board Enforcement.

(a) **City Employees.** Complaints and investigations arising under this Code and involving employees, including those that are Council appointed, will be addressed as set forth in the City of Temple Personnel Policies and Procedures Manual.

(b) City Officials.

(1) *Board and Commission Members.* Board and commission members serve at the will of the City Council and may be removed from their positions by the City Council at any time. If the City Council has reason to believe that a board or commission member has violated the standards set forth in this Code, the City Council may take any action necessary to investigate the alleged violation. If the City Council ultimately finds that the member has violated any standard set forth in this Code, the City Council may, by majority vote, remove the member from the board or commission on which he/she serves.

(2) *City Councilmember.* If a City Councilmember is believed to have violated the standards set forth in this Code, the City Council may take any action necessary to investigate the situation. The Councilmember accused of a potential violation may not participate in any discussion, investigation, or vote related to the accusation. If the City Council ultimately finds that the Councilmember has violated the standards set forth in this Code, the City Council, by majority vote, may adopt a resolution of censure against the Councilmember. The resolution will be transmitted to the City Secretary's Office and a copy placed on the City's website. The City may also take any other action allowed by law, including, but not limited to, publication in the newspaper or through a press release.

(c) The City Council will not consider or investigate an alleged violation of this Code by a board or commission member or Councilmember if the alleged violation occurred more than 18 months prior to the date the City Council was made aware of the alleged violation.

~~(a) An Ethics Review Board is hereby created to hear complaints under this Code. The Board will consist of five (5) members and two (2) alternate members. The Mayor and each member of the City Council must nominate one (1) member of the Board, and each nominee must be confirmed by a majority of City Council members. Two (2) alternate members must be proposed and confirmed by unanimous vote of the City Council. The two (2) alternate members may be proposed by any member of the City Council, including the Mayor. The alternate members will serve on the Board in the case of a conflict of another Board member.~~

~~(b) Terms of office for each Board member will correspond with the terms of office of the City Council member who nominated him/her to the Board and will run for such councilmember's corresponding three (3) year term. No member of the Board may serve for more than three (3) full terms. A partial term to which a person is appointed will not be counted as a full three (3) year term for purposes of this Code, except that a partial term will be counted as a full three (3) year term if the person resigns or forfeits his position. If the City Council member who nominated the Board member resigns, forfeits his/her position, or passes away before the end of his/her three (3) year term, the Ethics Review Board member will continue to serve on the Board until the councilmember's successor is elected or appointed and a new Ethics Review Board member is nominated. The two (2) alternate Board members will serve three (3) year terms which will not correspond with any councilmember's term.~~

~~(c) In order to qualify as a member of the Board, a person must be of good moral character and a resident of the City of Temple. A member may not have any convictions for a felony or any crime of moral turpitude.~~

~~(d) A member of the Board may not be:~~

~~—— (1) a salaried city official or employee;~~

~~—— (2) an elected public official;~~

~~—— (3) a candidate for public office;~~

~~—— (4) a campaign treasurer, campaign manager, officer or other policy or decision-maker for the campaign of any candidate for the Mayor or any councilmember positions for the City of Temple; or~~

~~———(5) a member of any City board or commission other than the Ethics Review Board.~~

~~(e) The Board must include at least one member who is an attorney and one member with expertise in finance or accounting.~~

~~(f) The City Council will fill any vacancy on the Ethics Review Board by a person who will serve the remainder of the unexpired term. The nomination to fill the vacancy will be made by the member of the City Council (or his or her successor) who had nominated the person whose successor is to be selected to fill the vacancy.~~

~~(g) A member of the Board may be removed for cause by a majority of the City Council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include, but are not limited to: failure to satisfy, or continue to satisfy, the qualifications set forth above; substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision of this Code of Ethics or a conviction of a felony or crime of moral turpitude.~~

~~(h) A member of the Board shall recuse himself/herself from any case in which, because of familial relationship (through consanguinity or affinity, as defined by this Article), employment, investments, or otherwise, his/her impartiality might reasonably be questioned. A Board member must not participate in any manner regarding any complaint that the member initiated, that involves the member of City Council who nominated him/her for a seat on the Board, or during the pendency of an indictment or information charging the member with any felony or crime of moral turpitude or after a finding of guilt of such an offense.~~

~~(i) A chair and vice chair must be elected from among the members and will serve a one year term. The chair may call a meeting of the Board when a quorum of the Board is present. The chair shall preside at meetings of the Board and perform other administrative duties. The vice chair shall assume the duties of the chair in the event of a vacancy in that position, or in the circumstances in which the chair has recused himself/herself from participation.~~

2.68 Jurisdiction and Powers of the Ethics Review Board

~~(a) The Ethics Review Board has jurisdiction to investigate and make findings and conclusions concerning an alleged violation of this Ethics Code.~~

~~(b) The Ethics Review Board will not consider any alleged violation that occurred more than eighteen (18) months prior to the date of the filing of the complaint.~~

~~(c) Three members will constitute a quorum of the Ethics Review Board.~~

~~(d) The termination of a city official's duties does not affect the jurisdiction of the Ethics Review Board with respect to alleged violations occurring prior to the termination of official duties.~~

~~(e) The Ethics Review Board has the power:~~

~~—— (1) To establish, amend, and rescind rules and procedures governing its own internal organization and operations, consistent with this Ethics Code;~~

~~—— (2) To meet as often as necessary to fulfill its responsibilities;~~

~~—— (3) To request from the City Manager the assignment of staff necessary to carry out its duties;~~

~~—— (4) To review, maintain on file, and dispose of sworn complaints;~~

~~—— (5) To make notifications, extend deadlines, and conduct investigations;~~

~~—— (6) To compel the production of sworn testimony, witnesses, and evidence;~~

~~—— (7) To recommend cases for prosecution by appropriate authorities and agencies;~~

~~—— (8) To request the City Attorney to designate an independent counsel to advise and represent the Board, when appropriate or necessary to avoid a conflict of interest; and~~

~~—— (9) To provide assistance in the training and education of city officials and employees with respect to their ethical responsibilities under this Code of Ethics.~~

~~2.70.-Complaint Procedures.~~

~~(a) Any person, including a member of the Ethics Review Board, acting personally or on behalf of the Board, who believes there has been a violation of this Code may file a sworn, written complaint with the City Secretary's Office that alleges such violations.~~

~~(b) A complaint filed under this section must be in writing and under oath and must set forth the following information:~~

~~—— (1) The name of the complainant;~~

~~—— (2) The street or mailing address, telephone number, and email address of the complainant;~~

~~—— (3) The name of each city official and/or city employee complained about;~~

~~—— (4) The position or title of each city official and/or city employee complained about;~~

~~—— (5) The nature of the alleged violation, including, if possible, the specific provision of the Ethics Code alleged to have been violated;~~

~~—— (6) A statement of the facts constituting the alleged violation and the dates or period of time during which the violation is alleged to have occurred; and~~

~~—— (7) All documents or other materials in the possession of the complainant that are relevant to the allegation; a list of all documents or other material relevant to the allegation and available to the complainant, but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material relevant to the allegation, but unavailable to the complainant, including the location of the documents, if known.~~

~~(c) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is based on personal knowledge and is true and correct, or that the complainant has good reason to believe and does believe, that the facts alleged constitute a violation of this Ethics Code. The complainant shall swear to or affirm the facts under oath before a notary public or other person authorized by law to administer oaths under penalty of perjury. A complaint that is not sworn as required shall be returned to the complainant.~~

~~(d) The complaint must state on its face an allegation that, if true, constitutes a violation of this Code of Ethics.~~

~~(e) A complaint for violation of this Code must be made within 18 months from the date of the alleged violation(s).~~

~~(f) A general complaint lacking in detail or failing to identify one or more alleged violations of this code, will not be considered sufficient to invoke the procedures set forth herein.~~

~~(g) Anonymous complaints will not be accepted for filing or further action. A person who knowingly makes a false statement in a complaint shall be subject to criminal prosecution for perjury as allowed by the laws of this State.~~

~~2.71. -- Processing of a Complaint.~~

~~(a) Within three (3) business days of filing of the complaint, the City Secretary will forward a copy of the complaint to the City Attorney's Office. The City Attorney's Office will review the complaint for compliance with the filing requirements established by this Code within five (5) business days of receipt from the City Secretary. If the complaint~~

~~does not substantially comply with the filing requirements, the City Attorney's Office must return the complaint to the complainant with a letter explaining the defects in the complaint. The complainant must amend the complaint within five (5) business days of the date of the City Attorney's letter and file the amended complaint with the City Secretary's Office. If an amended complaint is not received within that time period, the complaint will be considered withdrawn.~~

~~(b) If the complaint alleges a violation of this Code against a city employee and substantially complies with all filing requirements, the complaint will be forwarded by the City Attorney to the Director of Human Resources and enforced as outlined in the Personnel Policies and Procedures Manual.~~

~~(c) If the complaint alleges a violation of this Code against a city official and substantially complies with all filing requirements, the complaint will be forwarded by the City Secretary to the members of the Ethics Review Board and the city official(s) who is/are the subject of the complaint within fifteen (15) business days after receipt of the complaint by the City Secretary.~~

~~(d) The city official who is the subject of the complaint must also be provided with a copy of this Code of Ethics and informed:~~

~~———(1) That within ten (10) business days of receipt of the complaint, he or she may file a sworn response with the City Secretary which will be forwarded to the City Attorney's Office and the Ethics Review Board;~~

~~———(2) That failure to file a response does not preclude the Ethics Review Board from adjudicating the complaint;~~

~~———(3) That the complainant will receive a copy of any response filed with the City Secretary by the city official and will be given five (5) business days to respond to the city official's response by sworn writing filed with the City Secretary, a copy of which must be forwarded to the city official;~~

~~———(4) That the complainant(s) and city official(s) are entitled to a hearing on the complaint; and~~

~~———(5) That city officials and city employees have a duty to cooperate with the Ethics Review Board.~~

~~(e) Except as required by law, the Board shall not disclose any information about a pending sworn complaint, including whether or not a complaint has been filed, to any person other than the city official who is the subject of the complaint, the complainant, a witness or potential witness to the alleged violation, or as otherwise provided by this Code.~~

~~(f) Information otherwise confidential under this section may be disclosed by entering it into the record of a formal meeting or proceeding of the Ethics Review Board.~~

~~(g) Requests for records pertaining to complaints shall be responded to in compliance with the Texas Public Information Act and the Texas Open Meetings Act.~~

~~2.72. -- City Attorney's Duties.~~

~~The City Attorney's Office may perform the following duties in administering this Code of Ethics:~~

~~—— (1) Act as legal counsel to the Ethics Review Board except when a conflict of interest exists which requires the designation of independent counsel;~~

~~—— (2) Review complaints for legal sufficiency; and~~

~~—— (3) Issue advisory opinions to city officials and city employees regarding the requirements and standards imposed by this Code of Ethics.~~

~~2.73. -- Review and Investigation of Complaint.~~

~~(a) A complaint against a city employee will be reviewed and investigated by the Director of Human Resources in accordance with the City's Personnel Policies and Procedures Manual.~~

~~(b) A complaint against a city official may be reviewed and investigated by the Ethics Review Board or a designated committee of the Board, the City Attorney's Office, or independent counsel, except that the City Attorney's Office may not investigate complaints made against the Mayor or any City Councilmember.~~

~~(c) Within thirty (30) days of receipt of the complaint by the Ethics Review Board, the Board must meet to determine who will handle review and investigation of the complaint. The City Attorney or Ethics Review Board may request the appointment of an independent counsel for a particular case.~~

~~(d) If the Board votes to review and investigate a complaint, it will meet to review the complaint, responses, replies to responses, and any other information it has requested be provided to assist in investigation of the complaint. The Board must consider whether the facts of the case establish a violation of any provision in this Code, regardless of whether such provisions were identified in the complaint. The Board review and meeting required by this Section may be held in conjunction with the hearing required under subsection (f) and Section 2-74 or separately from those hearings.~~

~~(e) If the Board votes to assign the review and investigation of the complaint to the City Attorney's Office or independent counsel, the City Attorney's Office or independent counsel must present the findings of the investigation to the Ethics Review Board within sixty (60) days of the assignment. If the City Attorney's Office or independent counsel finds that the complaint fails to allege a violation of this Code of Ethics when assuming all facts set forth in the complaint to be true, they may recommend that the Board dismiss the complaint without further proceedings.~~

~~(f) For the purposes of this section, a "frivolous complaint" is a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.~~

~~——— (1) By a majority vote of those present, the Board may order a complainant to show cause why the Board should not determine that the complaint filed by the complainant against a city official is a frivolous complaint.~~

~~——— (2) In deciding if a complaint is frivolous, the Board may consider:~~

~~————— (a) The time of the sworn complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant;~~

~~————— (b) The nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the Board;~~

~~————— (c) The existence and nature of any relationship between the city official and the complainant before the complaint was filed;~~

~~————— (d) If the city official is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the city official;~~

~~————— (e) Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and~~

~~————— (f) Any evidence of the complainant's motives in filing the complaint.~~

~~——— (3) Notice of an order to show cause must be given to the complainant, along with a copy to the city official, and shall include:~~

~~————— (a) An explanation of why the complaint appears to be frivolous; and~~

~~————— (b) The date, time, and place of the hearing to be held under this section.~~

~~—— (4) Before making a determination that a sworn complaint is frivolous, the Board must hold a hearing at which the complainant may be heard. The complainant may be accompanied by counsel retained by the complainant.~~

~~—— (5) By a majority vote of those Board members present after the hearing, the Board may determine that a complainant filed a frivolous complaint against a city official and dismiss the complaint.~~

~~2.74. -- Hearing before the Ethics Review Board.~~

~~(a) Except as provided for in Section 2.73(f), before a complaint is disposed of by the Board, a public hearing must be held during which the complainant and the city official who is the subject of the complaint have the right to be represented by counsel, to call, examine, and cross examine witnesses, and to present evidence.~~

~~(b) At any hearing held by the Board during the investigation or disposition of a complaint, the following rules apply:~~

~~—— (1) All witnesses must be sworn. The Board may establish time limits and other rules relating to the participation of any person in the hearing.~~

~~(2) No person may be held to have violated this Ethics Code, unless a majority of the Ethics Review Board finds by a preponderance of the evidence that a violation was committed.~~

~~—— (3) The Ethics Review Board must rely on evidence of which a reasonably prudent person would commonly rely on in the conduct of their own affairs. The Board must:~~

~~—— (a) Hear evidence related to the allegations; and~~

~~—— (b) Consider only information that is presented and found to be reliable and useful.~~

~~—— (4) The city official who is subject to the complaint has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. The time permitted for presentation will be at the discretion of the Board.~~

~~—— (5) The complainant has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. The time permitted for presentation will be at the discretion of the Board.~~

~~2.75. --Disposition and Sanctions.~~

~~(a) In deciding whether to recommend sanctions, the Ethics Review Board will take into account relevant considerations, including, but not limited to, the following:~~

- ~~—— (1) The culpability of the person alleged to have violated this Code;~~
- ~~—— (2) The harm to public or private interests resulting from the violation;~~
- ~~—— (3) The necessity of preserving public confidence in the conduct of local government;~~
- ~~—— (4) Whether there is evidence of a pattern of disregard for ethical obligations; and~~
- ~~—— (5) Whether remedial action has been taken that will mitigate the adverse effect of the violation.~~

~~(b) If it is determined that a violation of this Code of Ethics has occurred, the Board may recommend, and the City Council may impose one of the following sanctions:~~

- ~~—— (1) A Letter of Notification when the violation is clearly unintentional or inadvertent; a letter of notification must advise the city official of any steps to be taken to avoid future violations;~~
- ~~—— (2) A Letter of Admonition when the violation is minor and/or may have been unintentional and inadvertent, but requires a more substantial response than a letter of notification;~~
- ~~—— (3) A Letter of Reprimand when the violation is serious and/or the City Council finds that a violation has been committed intentionally or through disregard of this code;~~
- ~~—— (4) Recommendation of suspension or removal when the official involved is a board or commission member, as well as a recommendation for a length of suspension, if a suspension is recommended, when the City Council finds that a serious or repeated violation has been committed intentionally or with culpable disregard of this Code;~~
- ~~—— (5) Letter or Resolution of Censure if the City Council finds that a serious or repeated violation of this Code has been committed intentionally or through culpable disregard by an elected city official.——~~

~~(A) A Letter of Censure directed to an elected city official shall be transmitted to the City Secretary and published in the official newspaper of the City and shall be posted on the City's website.~~

~~(c) A recommendation to impose sanctions must be agreed to by a majority of the Board members present and by record vote. Within thirty (30) business days of the Ethics Review Board's recommendation, the City Council must consider the recommendation at a regularly scheduled City Council meeting. If the complaint involves one or more members of the City Council, the members complained against may not participate in the deliberation or decision regarding the complaint. The City Council may sustain, reverse, or modify the Board's recommendation. The City Council's decision regarding the complaint is final.~~

~~(d) In the case of a complaint against a majority of the City Council, if the Ethics Review Board or independent counsel finds that a violation did occur, the Ethics Review Board or independent counsel must file its findings with the City Secretary, announce the findings in a public hearing, and may recommend if the circumstances are serious, repeated and/or committed intentionally or with culpable disregard, that the public file a petition for a recall election.~~

~~(e) If the Board, either on its own recommendation or at the recommendation of the City Attorney or independent counsel, following an investigation, or after a public hearing, finds that no violation has been committed, the dismissal of the complaint shall be announced in an open public hearing.~~

2.7667.- Ethics Advisory Opinions.

(a) Any city official or employee may request from the City Attorney's Office an advisory opinion with respect to whether proposed action by that person would violate the ~~Ethics Code~~Code of Ethics. Such request must be in writing and provide sufficient detail to allow a thorough and accurate analysis of the proposed action. A request lacking in detail may be returned to the requestor for clarification or more information.

(b) Within twenty (20) business days of receipt of the request, the City Attorney's Office must issue a written advisory opinion. Opinions that address new issues and that are instructive on the application of the ~~Ethics Code~~Code of Ethics must be posted on the City's webpage for reference, but must be posted in a manner that does not reveal the identity of the individual requesting the opinion.

(c) A person who reasonably and in good faith acts in accordance with a written advisory opinion issued by the City Attorney's Office may not be found to have violated the ~~Ethics Code~~Code of Ethics by engaging in conduct approved in the advisory opinion, provided that:

- (1) He or she requested the issuance of the opinion;
- (2) The request for an opinion fairly and accurately disclosed all relevant facts; and

(3) Less than five (5) years has passed between the date the opinion was issued and the date of the conduct in question.

~~2.77. Public Records and Open Meetings~~

~~Meetings and other proceedings of the Ethics Review Board will be conducted in compliance with the Texas Open Meetings Act. Requests for records will be handled in compliance with the Texas Public Information Act.~~

Sect. 2-~~78-69~~ – 2-111. Reserved.

ARTICLE III. PAYMENT BY CHECK OR CREDIT CARD

Section 2-112. Fee for returned checks.

The Director of Finance is hereby authorized and directed to assess and collect a fee on all checks issued to the City of Temple, Texas, or any of its departments, which checks are returned by the bank upon which they are drawn. The amount of the fee shall be established by resolution of the City Council. It shall be unlawful for any person who issues such a check to fail or refuse to pay the fee as authorized here.

Section 2-113. Postdated checks.

Postdated checks are not acceptable for payment of any funds owed to the City of Temple, Texas, or any of its departments. Upon receipt of a postdated check the City may either return the check to the sender or maker or immediately present the check for payment. Any person who makes payment to the City with a postdated check assumes the risk of overdraft and all consequences of overdraft if the postdated check is paid early.

Sec. 2-114. Payment of fees or costs by credit cards.

All municipal officers, officials and employees who collect fees, fines, court costs or other charges, including, but not limited to, the Director of Finance, Clerk of Municipal Court, Director of the Civic Center and the Building Inspector are hereby authorized to accept payment of any such fees, fines, court costs or other charges by credit card. Provided, however, ad valorem taxes shall not be payable in anything other than currency of the United States or by a check or money order or other method consistent with Section 31.06 of the Property Tax Code (V.A.T.C.S.) nor shall credit card payment be authorized if it is otherwise prohibited by law.

Sec. 2-115. Service charge.

There is hereby established a service charge, which shall be the same as the fee charged by the City of Temple for the collection of a check drawn on an account with insufficient

funds, which shall be collected from the person owing the fee, fine, court cost or other charge, if that person's payment by credit card is not honored for any reason by the credit card company on which the funds are drawn. This fee shall be in addition to the original fee, fine, court costs or other charge and is for the collection of the original amount. The municipal officer, employee or official collecting the service charge shall deposit the fee in the general fund.

Sect. 2-116. Encumbrance of credit cards; fee.

Any municipal officer, employee or official who collects fees, fines, court costs or other charges is hereby authorized to contract with the company issuing credit cards to collect and seize credit cards issued by the company that are returned or otherwise unauthorized. All such contracts shall be approved by the City Council and the City Attorney. The Director of Finance shall establish a reasonable fee to be charged the credit card company for return of the credit cards. The municipal officer, employee or official collecting the fee shall deposit the fee in the general fund.

Sec. 2-117 – 2-169. Reserved.

ARTICLE IV. RISK MANAGEMENT

Section 2-170. Policy.

(a) It is the goal of the City Council to provide the requisite municipal services to its citizens most cost-effectively in terms of human, material, and financial resources.

(b) The City Council recognizes that it has a responsibility to provide a safe working environment for its employees and that each employee must pursue the highest of standards in his or her assigned activities and that all municipal employees must recognize that the well-being of persons involved and the protection of our physical resources are as important as the activity and work being performed.

(c) The City Council, acting as a trustee of municipal funds and assets, recognizing that there is a constant exposure to risk of loss from occurrences involving damage to property, injury to employees and other individuals, and unforeseen liabilities imposed by law or assumed by contract, hereby establishes this policy for the intensive management of municipal risks, and directs that this policy be implemented in stages over the next several months. This policy applies to all pure risks, such as fire, liability suits, theft, workers compensation, and other risks of property and liability losses, both direct and indirect. It specifically does not apply to deliberately assumed loss of employee benefits, depreciation or normal obsolescence. The policies contained herein supersede any policies currently in force and effect and to the extent that these policies are in conflict with current policies these policies shall control.

Sec. 2-171. Office of risk management.

There is hereby created an office of risk management within current personnel, material, and financial constraints for the purpose of recognizing, avoiding, preventing and controlling the chance of resource losses by whatever means feasible.

Sec. 2-172. Appointment and duties of risk manager.

The City Manager is hereby authorized to appoint a risk manager who will be responsible to the City Manager and whose duties will include, but not be limited to, the overall development, supervision, coordination, and implementation of the City of Temple's risk management plans and programs.

Sec. 2-173. Risk Management Committee.

The City Manager shall appoint a risk management committee. The committee's duties and responsibilities are to oversee the City's risk management plans and programs, provide general policy guidance to all City departments, evaluate and make recommendations to the City Manager to protect the interests of the City, its employees and citizens, as well as to review the City's operations to insure adequate protection from loss.

Sec. 2-174. Risk management techniques.

The Office of Risk Management, the Risk Management Committee, and all City departments will be guided by the following policies and techniques:

(a) Because of the need to protect the assets of this municipality against catastrophic loss (or to provide financial restitution if such loss should occur) and the expense involved in such protection, risk management is a critical part of the total management of the City of Temple, Texas.

(b) Risk management is a specialized discipline intended to provide the decision-making management level with data pertinent to the identification, analysis, evaluation, and alternative treatment of exposures to loss through chance events, for both program review and planning new undertakings. In these management areas, the City of Temple will utilize the services of qualified risk management specialists either in its own staff or through the use of risk management outside consultants, as required. Provided, however, consultants shall be hired only after approval by the City Council.

(c) The following techniques of risk management will be employed by the City of Temple, Texas.

1. *Recognition.* The recognition function will be to identify, analyze, and evaluate all exposure to loss through chance events, either in existence or subsequently created, that involve loss potentials of significant amounts either in one event or in the aggregate annually. In this municipality, acceptable loss exposures will be determined by the Risk Management Committee. From time to time this Committee shall assess such loss exposures and may modify them in accordance with current or anticipated fiscal limitations.
2. *Avoidance.* The anticipated financial rewards for assuming any exposures to loss should exceed or at least be approximately equal to potential loss. The City of Temple, Texas, will avoid incurring disproportionate exposures to loss in contractual agreements. All new undertakings shall be evaluated carefully and those already in existence shall be re-evaluated periodically for the purpose of determining if any loss exposure can be avoided.
3. *Loss Prevention.* Once it is decided that a loss exposure should be retained (or transferred) and not avoided, it is the policy of this municipality to try to utilize loss prevention techniques wherever possible, consistent with the costs involved. It is the belief of this municipality that it is preferable to attempt to prevent losses before considering other techniques for handling loss exposures.

The reduction of losses depends primarily upon a careful review of all operations, equipment, and facilities to identify potential hazards and to eliminate or reduce them to their practical minimum. This review must be a constant process--in the design, construction, and operating stages on the part of all management and supervisory personnel. Periodic safety inspections should serve as an overall second look in all the above stages. The essential part of these reviews is the corrective actions taken as a result of the recommendations enacted.

4. *Retention.* Generally, the City of Temple, Texas will retain a loss exposure under the following circumstances.
 - a. when the amount of annual potential loss is relatively so small that it may conveniently be treated as a normal operating expense; or
 - b. when

- (1) the probability of loss (frequency) is so great that loss is almost certain to occur; and
 - (2) the rates for insurance or other transfer mechanisms are disproportionately high; and
 - (3) potential loss amounts are within the financial ability of the City to retain; and
 - (4) no necessary insurance services are required; or
 - c. When the probability of occurrence is so remote that the ordinarily prudent businessman would not incur any amount of premium expense for insurance; or
 - d. When insurance is not available, or only available at prohibitive cost.
5. *Noninsurance Transfer.* In all contractual relationships, the City of Temple, Texas, will transfer to others all exposures to loss from chance events appropriate to the transaction and relationship of the parties. This means that the City of Temple, Texas, will consider before contractually transferring a loss exposure to another party, that party's ability to assume the potential loss, ability to control the loss, and the customs and traditions of the parties and the industries involved. In the absence of adequate net worth of other parties, contractual transfers shall be supported by insurance of the indemnitor and evidence thereof required. Whenever a choice exists among two or more methods of accomplishing a business purpose, the opportunity to transfer the exposure shall be given appropriate consideration.
6. *Insurance Transfer.* The City of Temple, Texas, will purchase insurance under the following circumstances:
- a. when required by law or contract; or
 - b. when the amount of potential loss is too large to be safely retained (measured against assets, operating income, earnings, and cash flow); or
 - c. when the probable annual cost variation is unacceptable and insurance is available on acceptable terms; or

- d. when insurance can better or more economically provide accessory services required, such as inspection, claims handling, legal qualifications, and loss prevention.
7. *Joint Insurance Transfer and Retention.* The City of Temple, Texas will combine insurance transfer and retention through the use of deductibles, franchises, excess insurance, and retrospective rating plans when relatively low loss amount exposures can be safely retained.

Sec. 2-175. Dissemination and implementation.

This risk management policy has been developed and will be disseminated by the risk manager to be used as a tool to help all department heads and supervisory personnel to minimize the City's exposure to loss, whether these losses be in the form of funds expended, theft, lost productivity, personal injury, vehicular accidents, inconvenience, pain and suffering, or in other areas. This office of risk management will make itself available to assist all departments in implementing these policies by providing such advice, guidance, or counseling as required.

Sect. 2-176. Departmental operation.

The City Council of the City of Temple, Texas, recognizes that no risk management plan, policy, or statement for the City will be any more effective than the weakest link in its chain of command. Therefore, department heads and other supervisory personnel will be required to cooperate fully with the risk manager and the risk management committee to implement and enforce the risk management plan and policy.

ORDINANCE NO. 2017-4864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CODE OF ETHICS," REPEALING ORDINANCE NUMBER 2016-4796; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Code of Ordinances, Chapter 2, Article II, titled "Code of Ethics," was previously adopted in the late 1970's and applies to employees and "officers" of the City which includes Councilmembers and any "appointive member of a board, commission or committee set up by ordinance, Charter or state law;"

Whereas, Article II lists ten "standards of conduct" that employees and officers must follow and the Article establishes certain penalties for violation of those standards - penalties include "expulsion, reprimand, removal from office or discharge, whichever is applicable," and employees may also be subject to disciplinary action;

Whereas, in 2015, the City Manager created an "Ethics Committee" which consisted of City Staff and citizens which were tasked to review the language in Chapter 2 and propose possible amendments - after the Committee finished its review and provided draft amendments, City Staff continued to research Ethics Codes in other cities and discuss the internal procedures for handling possible complaints for Ethics Code violations;

Whereas, in February, 2016, Council received a presentation on the proposed changes and possible ways to investigate and enforce violations - after further discussion at a Council workshop in May, 2016, Staff proposed extensive amendments to Chapter 2, Article II;

Whereas, the amendments which were presented to Council at the July 21, 2016 meeting, deleted the language in Article II and replaced it with additional standards of conduct, a detailed process for filing and investigating complaints, and a list of possible sanctions;

Whereas, Council adopted the amendments on August 4, 2016 through Ordinance No. 2016-4796 - however, in order to give additional time to discuss alternative language for the Code, Council formally amended the Ordinance in March, 2017 to change the effective date of the Ordinance to October 1, 2017;

Whereas, in a special called meeting on August 23, 2017, Council discussed several options including repealing Chapter 2, Article II entirely and relying on State law, adopting amendments to the Council's board and commission policies, and adopting amendments to Chapter 2, Article II which would differ from those amendments adopted in August, 2016;

Whereas, the proposed amendments would delete the 1970's version of the Code and would include several standards of conduct, many of which are similar to the standards in the 1970's version, and would set forth a simple process for filing a complaint and allowing Council the flexibility in deciding the process for investigating and ruling on an alleged violation;

Whereas, the proposed amended language would make "city officials" and "employees" subject to the Ethics Code - "City officials" are defined as "a public official, either elected or appointed, that serves the City as a Councilmember or board member for any of the City boards or commissions," and "Board or Commission" refers to City boards and commissions that have quasi-judicial authority or responsibilities beyond those that are advisory in nature;

Whereas, members of the following boards and commissions would be subject to the Ethics Code:

- Building & Standards Commission
- Building Board of Appeals
- Civil Service Commission
- Development Standards Review Board
- Planning & Zoning Commission
- Reinvestment Zone Number One Board of Directors; and
- Zoning Board of Adjustment

Whereas, City employees include all City personnel, whether full-time or part-time, including those appointed to their positions by City Council in accordance with the City Charter – all complaints against City employees would be addressed as set forth in the City of Temple Personnel Policies and Procedures Manual;

Whereas, the proposed amendments would not apply retroactively and any complaint filed pursuant to the Code must be filed within 18 months of the alleged conduct;

Whereas, the purpose of the proposed amendments is to promote confidence in the governance of the City and thereby enhance the City's ability to function effectively by discouraging conduct which is incompatible with the best interests of the City;

Whereas, for the above reasons, Staff recommends Council repeal Ordinance Number 2016-4796 and approve the amendments to Chapter 2, as outlined in Exhibit 'A,' attached hereto and incorporated herein for all purposes; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Part 2: The City Council amends the Code of Ordinances, Chapter 2, "Administration," Article II, "Code of Ethics," as outlined in Exhibit 'A,' attached hereto and incorporated herein for all purposes, and repeals Ordinance No. 2016-4796.

Part 3: All Ordinances or parts of Ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Part 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Part 5: 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 6: 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 **7th** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **21st** day of **September**, 2017.

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

09/07/17
Item #10
Regular Agenda
Page 1 of 3

DEPARTMENT / DIVISION SUBMISSION & REVIEW:

Dessie Redmond, Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING - Z-FY-17-38: Consider adopting an ordinance authorizing a rezoning request from the Agricultural zoning district to the Planned Development-Two Family zoning district on Lots 38, 39 & 40, Block 19, Hilledell Estates, located at 8502, 8506 & 8510 Adams Lane, Temple, Texas.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their August 7, 2017 meeting, the Planning & Zoning Commission voted eight to zero to recommend approval with conditions 1-10 of the proposed rezoning, as presented by staff (August 7, 2017 Planning & Zoning Commission Meeting Excerpts).

STAFF RECOMMENDATION: Based on the following compliance factors, staff recommends approval with conditions from the AG zoning district to the PD-2F zoning district:

1. Partial compliance with the Future Land Use Map's Suburban Commercial District;
2. Surrounding zoning and land uses;
3. The Thoroughfare Plan;
4. The proposed Development/Site Plan has demonstrates the provisions of the Planned Development Criteria as required by Unified Development Code (UDC) Section 3.4.5;
5. Development will also be subject to all UDC platting requirements during the platting process;
6. The request exceeds the minimum lot size (4,000 square feet) in a 2F zoning district as the proposed lots proposed are a minimum of +/- 9,600 square feet; and
7. Appropriate residential development across the street from retail uses.

Conditions:

1. Substantial compliance with the Site/Development Plan;
2. Maximum of two duplexes;
3. Lot width to be a minimum of 75 feet;
4. Lot depth to be a minimum of 128 feet;
5. Lot size to be a minimum of 9,600 square feet;
6. Front yard setback to be a minimum 40 feet;
7. Combination of brick, stone, and fiber cement siding on front and both side exteriors;
8. Fully sodded and irrigated front yards;
9. Minimum of one 2" diameter-at-breast-height (DBH) trees in each front yard (two per lot);
10. Foundation landscape planting with irrigation around each unit; and

ITEM SUMMARY: This request is for a rezoning from the AG zoning district to the PD-2F zoning district to allow for future development of residential duplexes. The subject property is located within the Hilldell Estates Subdivision on three lots for a total of approximately .46 acres. The property is currently vacant and undeveloped. Pending approval of this requested rezoning, the applicant proposes to replat the property into two lots as a future plat application and then build a duplex of each lot (attached Development/Site Plan and Example Elevations & Floor Plan). The proposed lots will have a minimum lot width dimension of 75 feet and minimum lot depth of 128 feet.

To the north and west are existing single-family homes. To the south is a Valvoline Instant Oil Change and to the east is the Temple Fire and Police Station Number 7.

COMPREHENSIVE PLAN COMPLIANCE: The proposed rezoning relates to the following goals, objectives and maps of the Comprehensive Plan and Trails Master Plan (attached Comprehensive Plan Compliance Summary Table):

Future Land Use and Character Map (Comprehensive Map 3.1)

The Future Land Use and Character Map shows the subject property within the Suburban Residential character district. This designation is characterized by mid-size single family lots, allowing for greater separation between dwellings and more emphasis on green space versus streets and driveways. The applicant's request for a PD-2F zoning district partially complies with the Suburban Residential character district classification as it is proposing mid-size lots that allow for greater separation between dwellings. However, it does not partially comply as the proposal is for duplexes and not single-family lots.

Thoroughfare Plan (Comprehensive Map 5.2) and Trails Master Plan Map

The subject property fronts Adams Lane and abuts South Montpark Road to the east. Both streets are classified as local streets, which is appropriate for duplex developments. Adams Lane has become the default trail route (south side of Adams Lane) to service the retail uses along Adams Avenue. There is also an existing local connector along the east side of South Montpark Rd (Fire Station) that connects to West Temple Park.

Availability of Public Facilities (Comprehensive Goal 4.1)

There is an existing eight inch gravity sewer main line long the south side of Adams Lane that the applicant proposes to tie into at the platting process. There is an existing 14 inch water along the north side of Adams Lane.

DEVELOPMENT REGULATIONS: A summary/comparison table for residential dimensional standards in the AG & 2F zoning districts is located in the attachments (Residential Dimensional Standards Comparison Table). On the Proposed Development/Site Plan the smallest lot size is approximately 9,600 square feet which exceeds the required minimum lot size of 4,000 square feet in the 2F zoning district. The proposal also exceeds the minimum lot width of 60 feet by 15 or more feet.

UDC, Section 3.4 Planned Development

This section defines a PD as:

“A flexible overlay zoning district designed to respond to unique development proposals, special design considerations and land use transitions by allowing evaluation of land use relationships to surrounding areas through development plan approval.”

UDC, Section 3.4.5 Planned Development Review Criteria

A list of regulations is located in the UDC (attached: UDC, Section 3.4 Planned Development) when determining whether to approve, approve with conditions or deny a PD application. The review bodies must consider the following criteria:

- Compliance with city codes
- Environmental impact
- Harmony with surrounding area
- Safe vehicular and pedestrian circulation
- Design of streets
- Landscaping
- Open space areas
- Infrastructure

PUBLIC NOTICE: Fifteen notices of the Planning and Zoning Commission public hearing were sent to property owners within 200 feet of the subject property. As of Thursday, August 24, one notice was returned in disagreement and two (both from the applicant) were returned in agreement (attached Returned Property Owner Notices). The newspaper printed notice of the public hearing on July 27, 2017. This was all completed in accordance with state law and local ordinance.

FISCAL IMPACT: Not applicable

ATTACHMENTS:

[Site and Surrounding Property Photos](#)

[Development/Site Plan](#)

[Example Elevation/Floor Plan](#)

[Comprehensive Plan Compliance Summary Table / Residential Dimensional Standards Comparison Table](#)

[UDC, Section 3.4 Planned Development](#)

[Aerial Map / Location Map](#)

[Zoning Map / Future Land Use and Character Map](#)

[Thoroughfare & Trails Map / Utility Map](#)

[Notification Map](#)

[Returned Property Owner Notices](#)

[August 7, 2017 Planning & Zoning Commission Meeting Excerpts](#)

[Ordinance](#)

Site Photos



Looking north into site



Site Photos



Property to the south (Valvoline Instant Oil Change)



Property to the north (single-family residential)

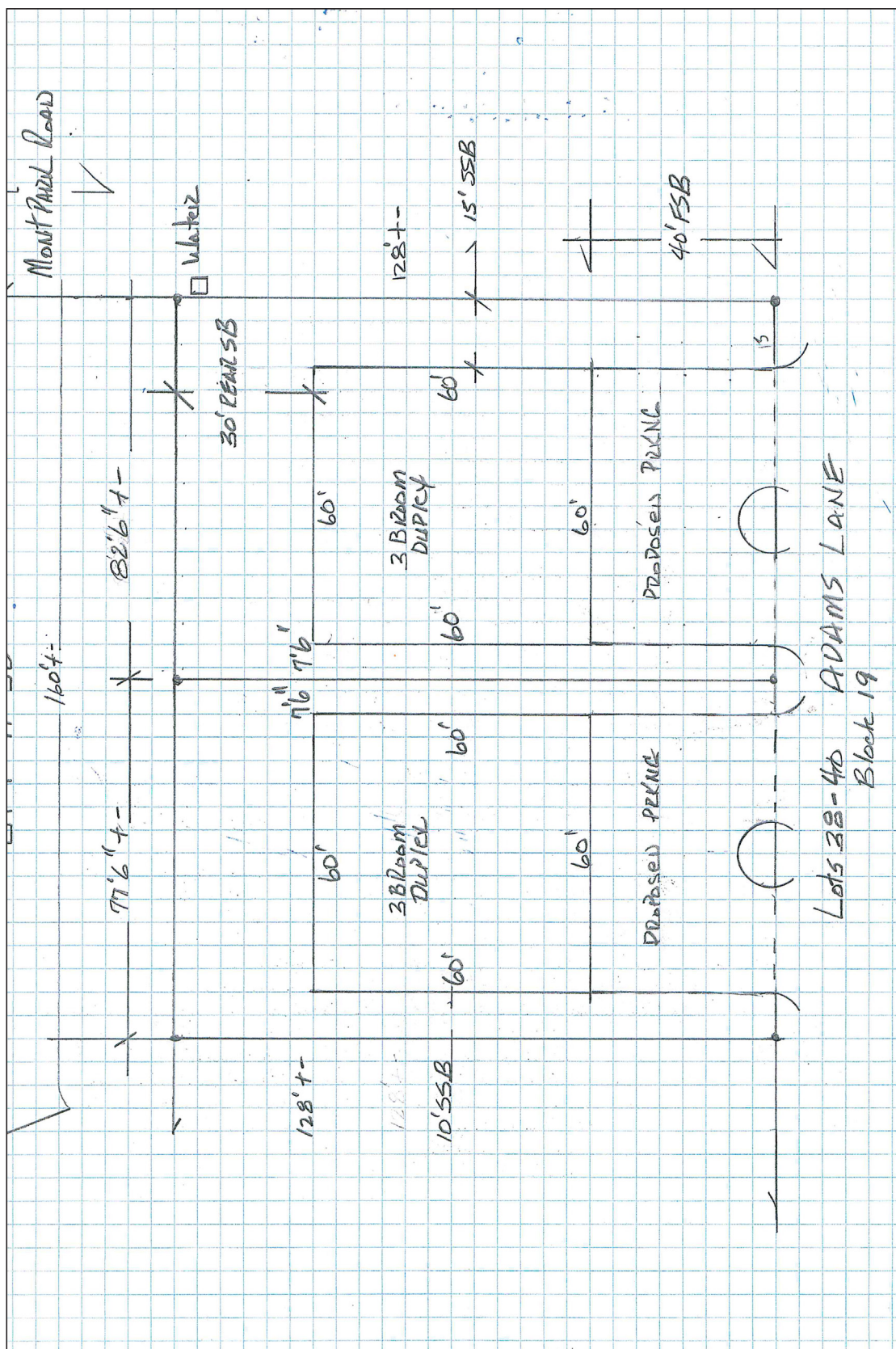
Site Photos



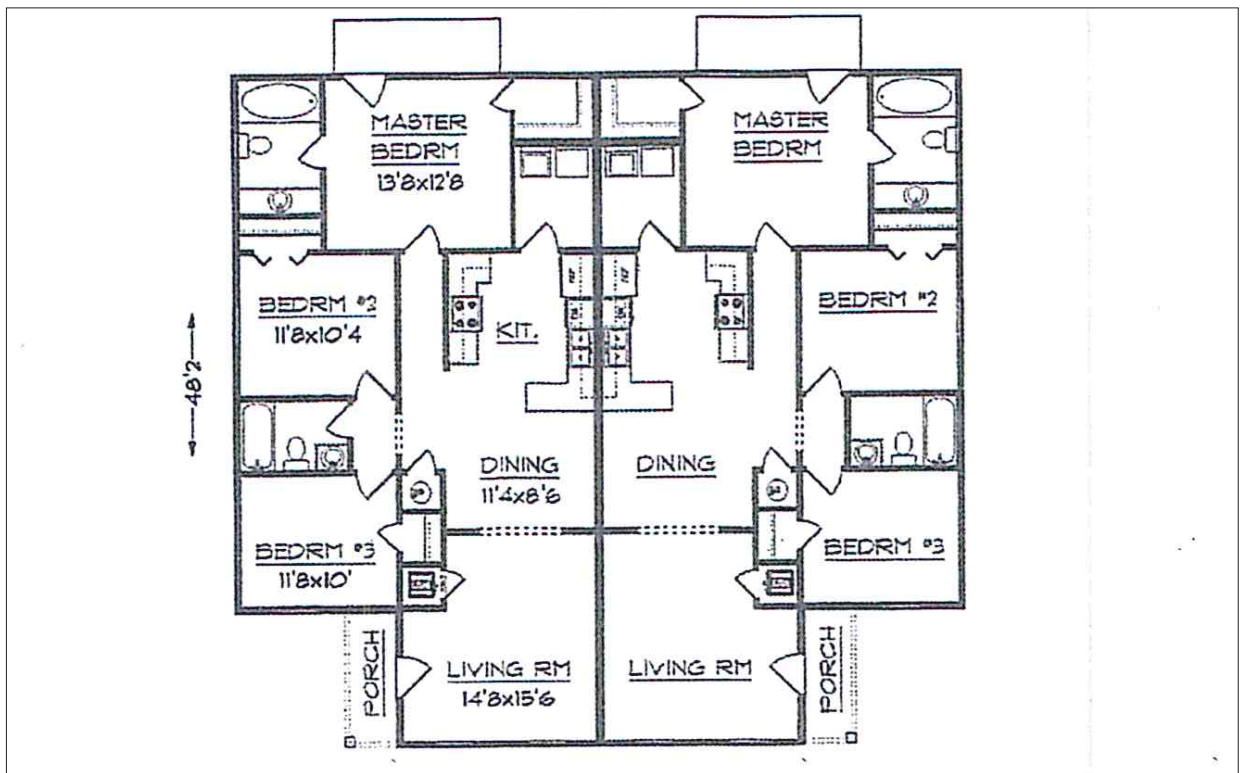
Property to the west (single-family residential)



Property to the east (Temple Fire and Police Station Number 7)



Development/Site Plan



Example Elevation & Floor Plan

Comprehensive Plan Compliance Summary Table

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use Map	Partial
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	Trails Master Plan	Yes
UDC	UDC, Section 3.4.5 Planned Development Criteria	Yes

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

Residential Dimensional Standards Comparison Table

	Existing Agricultural	Proposed Two-Family
Minimum Lot Size	--	4000 sq ft
Minimum Lot Width	--	60 ft
Minimum Lot Depth	--	100 ft
Front Setback	--	25 ft
Side Setback	--	5 ft
Side Setback (corner)	--	15 ft
Rear Setback	--	10 ft
Max Building Height	--	2.5 stores

* = See Section 4.4 Measurements & Special Cases

-- = Use Not Permitted

UDC, Section 3.4 Planned Development

Article 3: Development Review Procedures

Sec. 3.4. Planned Development

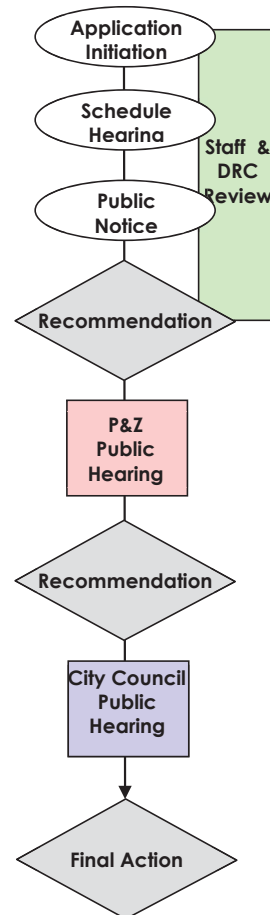
Sec. 3.4. Planned Development

3.4.1 Applicability

A Planned Development is a flexible overlay zoning district designed to respond to unique development proposals, special design considerations and land use transitions by allowing evaluation of land use relationships to surrounding areas through development plan approval.

3.4.2 Review Process

- A. Except as described below, the Planning and Zoning Commission and City Council review of a Planned Development application must follow the review process, public notice, public hearing, protest and limitation on resubmittal requirements for a Zoning District Map Amendment set forth in Sec. 3.3.
- B. The Director of Planning must review the Planned Development application and, with input from the Development Review Committee, make a recommendation to the Planning and Zoning Commission and City Council. Development Review Committee review must focus on the design elements of the submitted Development Plan.
- C. In approving a Planned Development, the City Council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, access and circulations, signs, parking, building design, location and height, light and air, orientation, building coverage, outdoor lighting, landscaping, homeowners or property owners associations, open space, topography and screening.



3.4.3 Development Plan

- A. A Development Plan of the entire property within the Planned Development must be submitted concurrently with a Planned Development application.

UDC, Section 3.4 Planned Development, continued

Article 3: Development Review Procedures

Sec. 3.4. Planned Development

- B.** A Development Plan may be approved for a portion of a Planned Development district where the district is divided by a major thoroughfare and the Development Plan includes all the property located on one side of the street.
- C.** In approving a Planned Development district, a standard may not be modified unless this UDC expressly permits such modification, and in no case may a standard be modified if this UDC prohibits such modifications.
- D.** Approval of a Development Plan will determine the design elements listed in 3.4.2C above.

3.4.4 Binding Nature of Approved Development Plan

Development Plan conditions must be complied with before a Certificate of Occupancy is issued for the Planned Development.

3.4.5 Review Criteria

In determining whether to approve, approve with conditions or deny a Planned Development application, the review bodies in Sec. 3.4.2 above must consider the following criteria.

- A.** The plan complies with all provisions of the Design and Development Standards Manual, this UDC and other ordinances of the City.
- B.** The environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood is mitigated.
- C.** The development is in harmony with the character, use and design of the surrounding area.
- D.** Safe and efficient vehicular and pedestrian circulation systems are provided.
- E.** Off-street parking and loading facilities are designed to ensure that all such spaces are usable and are safely and conveniently arranged.
- F.** Streets are designed with sufficient width and suitable grade and location to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.

UDC, Section 3.4 Planned Development, continued

Article 3: Development Review Procedures

Sec. 3.4. Planned Development

- G.** Streets are coordinated so as to compose a convenient system consistent with the Thoroughfare Plan of the City.
- H.** Landscaping and screening are integrated into the overall site design:
 - 1. To provide adequate buffers to shield lights, noise, movement or activities from adjacent properties when necessary; and
 - 2. To complement the design and location of buildings.
- I.** Open space areas are designed to ensure that such areas are suitable for intended recreation and conservation uses.
- J.** Water, drainage, wastewater facilities, garbage disposal and other utilities necessary for essential services to residents and occupants are provided.

3.4.6 Modification of Approved Development Plan

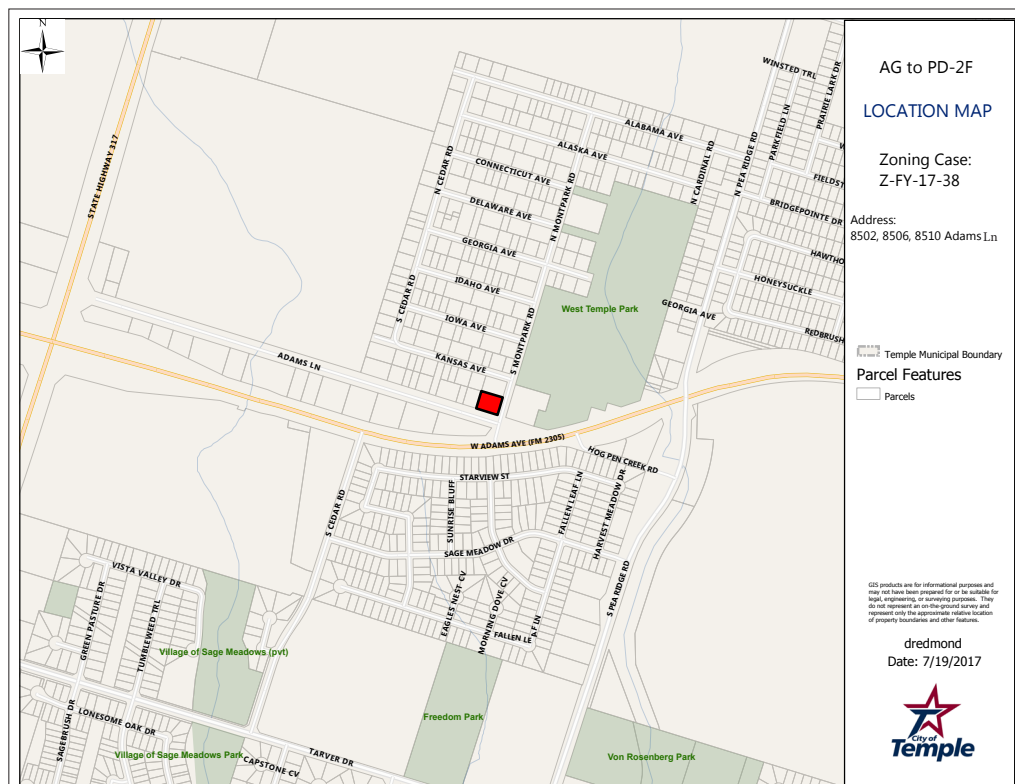
- A.** Consideration of modification to an approved Development Plan must take into consideration the effect of the proposed modification on the remainder of the property. Amendments to the approved Development Plan or any Planned Development conditions which are substantive require public hearings in the routine manner required for a Zoning District Map Amendment.
- B.** The Planning and Zoning Commission and City Council, in approving modifications to the Development Plan or Planned Development conditions, must be guided by the purpose intended by the base zoning district and general intent of this UDC.

3.4.7 Expiration

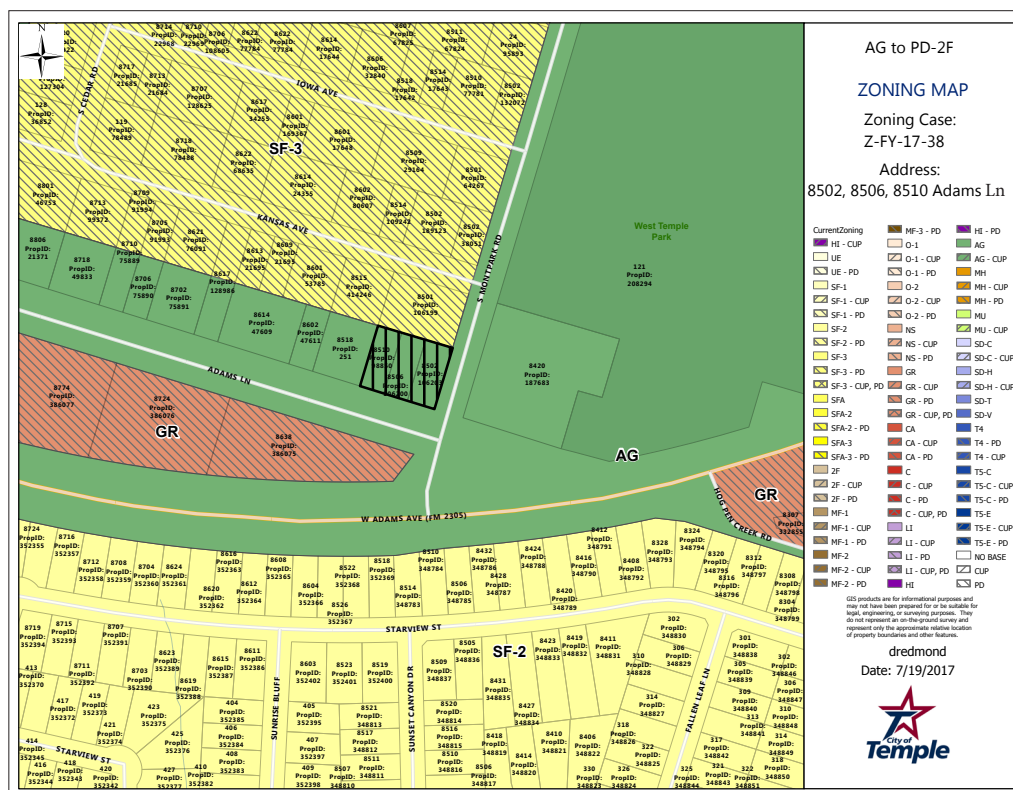
If no development has occurred on a Planned Development zoned tract or lot within two years of the date of approval, the Planning and Zoning Commission and City Council may require a new public hearing to evaluate the appropriateness of the previously authorized Planned Development approval.



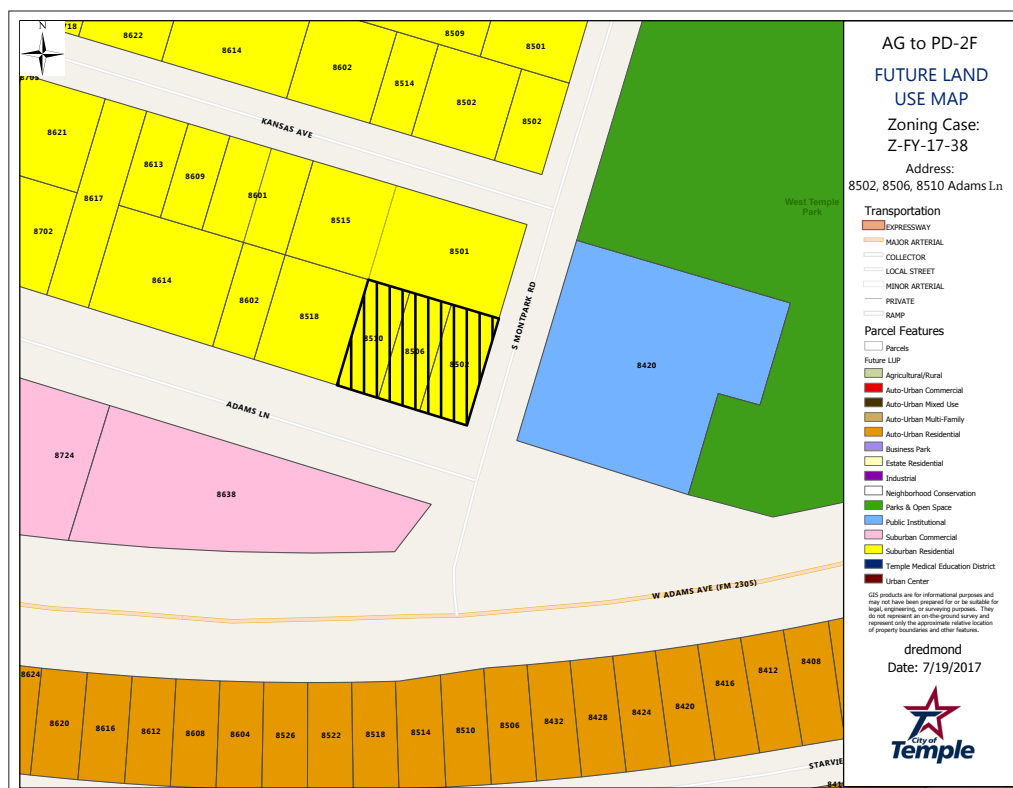
Aerial Map



Location Map



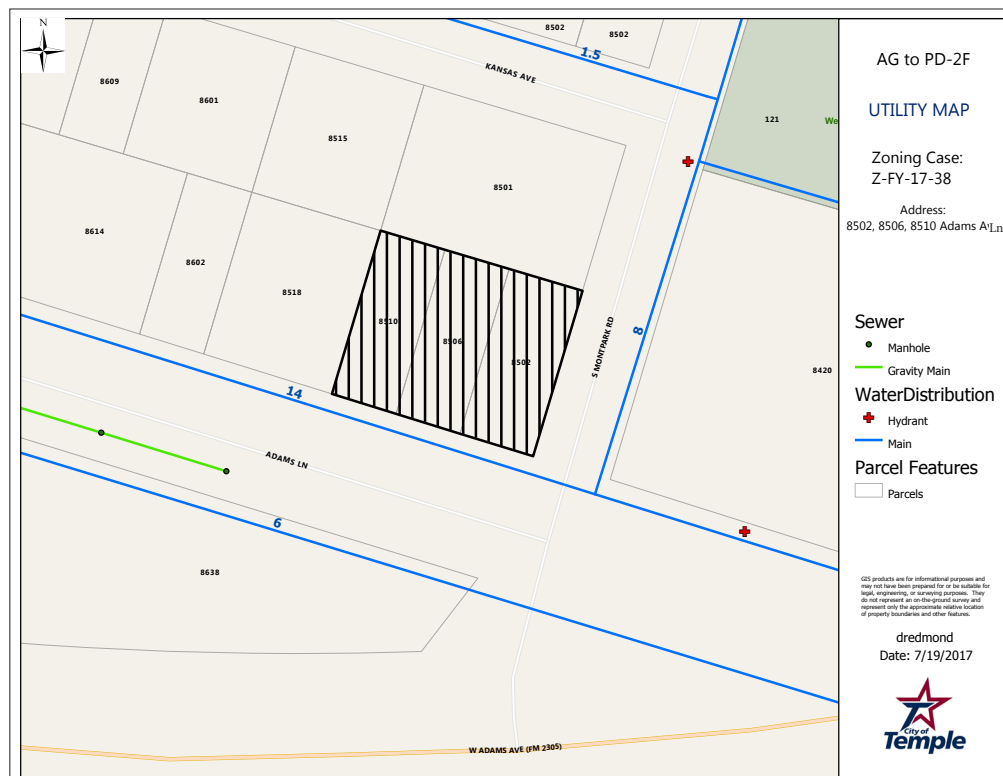
Zoning Map



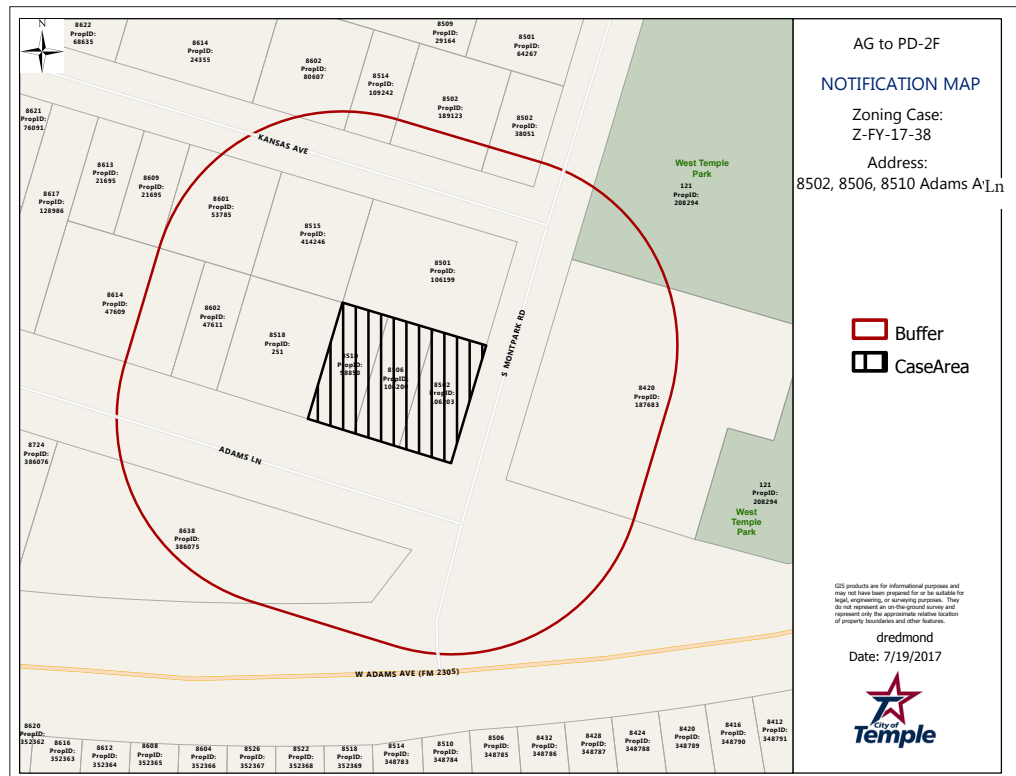
Future Land Use Character Map



Thoroughfare & Trails Map



Utility Map



Notification Map

Returned Property Owner Notices: Davis



RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

DAVIS, MICHAEL ETUX HEATHER
8501 KANSAS AVE
TEMPLE, TX 76502

Zoning Application Number: Z-FY-17-38 Case Manager: Dessie Redmond

Location: 8502, 8506 & 8510 Adams Avenue, Temple, Texas

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I () agree

(☒) disagree with this request

Comments:

I have concerns that the requested project will decrease the market value of my house. Two duplexes with six parking will create more traffic in an already congested area. Please consider my concerns.

Heather Davis
Signature

Heather Davis
Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, dredmond@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **August 7, 2017**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: July 27, 2017

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

Returned Property Owner Notices: BK Home Development, Inc.



**RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE**

BK HOME DEVELOPMENT INC
515 COTTINGHAM DR
TEMPLE, TX 76504-2954

*Please update address:
8702 Adams LN
Temple TX 76502*

Zoning Application Number: Z-FY-17-38

Case Manager: Dessie Redmond

Location: 8502, 8506 & 8510 Adams Avenue, Temple, Texas

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I ☒ agree

() disagree with this request

Comments:


Signature


Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, redmond@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **August 7, 2017**.

**City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501**

Number of Notices Mailed: 15

Date Mailed: July 27, 2017

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

Returned Property Owner Notices: JC Wall



RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

WALL, J C
515 COTTINGHAM DR
TEMPLE, TX 76504

Please update address:
8702 Adams LN
Temple TX 76502

Zoning Application Number: Z-FY-17-38

Case Manager: Dessie Redmond

Location: 8502, 8506 & 8510 Adams Avenue, Temple, Texas


The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I ☒ agree

() disagree with this request

Comments:


Signature


Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, dredmond@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **August 7, 2017**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: July 27, 2017

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

August 7, 2017 Planning & Zoning Commission Meeting Excerpts

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, AUGUST 7, 2017**

ACTION ITEMS

Item 2: Z-FY-17-38 – Hold a public hearing to discuss and recommend action on a rezoning request from the Agricultural (AG) zoning district to the Planned Development-Two Family (PD-2F) zoning district on Lots 38, 39 & 40, Block 19, Hilldell Estates, located at 8502, 8506 & 8510 Adams Lane, Temple, Texas.

Ms. Dessie Redmond, Planner, stated this item was scheduled to go forward to City Council for first reading on September 7, 2017 and second reading on September 21, 2017.

Vicinity map shown.

The applicant and property owner is Mr. J.C. Wall and the subject property is currently vacant and undeveloped.

Site photos shown.

Surrounding properties include Valvoline Instant Oil Change to the south, single family residence to the north and west, and Temple Fire and Police Station No. 7 to the east.

The request is to allow for future development of two residential duplexes.

Pending approval, the applicant proposes to replat the property into two lots with:

- Minimum lot width of 75-feet

- Minimum lot depth of 128-feet

- Minimum lot size of 9,600 square feet

The above dimensions exceed the minimum dimensions of the Unified Development Code (UDC) 2F zoning requirements of:

- 60-feet width

- 100-feet depth

- Minimum lot size of 4,000 square feet

The UDC Section 3.4, Planned Development defines a PD as:

“A flexible overlay zoning district designed to respond to unique development proposals, special design considerations and land use transitions by allowing evaluation of land use relationships to surrounding areas through development plan approval.”

August 7, 2017 Planning & Zoning Commission Meeting Excerpts, continued

Per UDC Section 3.4.3 and 3.4.4, a Planned Development requires approval of a Development/Site Plan that is legally binding to the property.

Zoning map shown.

The Future Land Use and Character Map designates the subject property as Suburban Residential which consist of mid-size single family lots with greater separation between dwellings.

The request partially complies because the applicant proposes to replat the property into what is considered mid-sized lots; however, it is partially non-compliant since it is for duplexes and not single family residential.

Thoroughfare Plan and Trails plan shown. property front Adams Lane and abuts South Montpark Road to the east. Both Adams Lane and South Montpark Road are designated as local streets and are appropriate for duplex development.

Adams Lane has become the default trail route (south side of Adams Lane) to service the retail uses along Adams Avenue. An existing local connector along the east side of South Montpark Road (Fire Station).

Sewer and water are available to serve the property. The applicant proposes to connect to the existing sewer line located on the south side of Adams Lane and this matter will be discussed in detail during the platting process.

The request is in compliance with the Thoroughfare Plan, the Trails Master Plan, Section 3.4.5 Planned Development Criteria, and is consistent with the City's infrastructure and public service capabilities.

The request is in partial compliance with the Future Land Use and Character Map.

Site/Development Plan shown.

Fifteen notices were mailed in accordance with all state and local regulations with two notices returned in agreement and one notice in disagreement.

Based on the following compliance factors, staff recommends approval with conditions:

1. Partial compliance with the Future Land Use Map's Suburban Commercial District;
2. Surrounding zoning and land uses;
3. The Thoroughfare Plan;
4. The proposed Development/Site Plan demonstrates the provisions of the PD Criteria as required by UDC Section 3.4.5;
5. Future development will also be subject to all UDC platting requirements during the platting process;
6. The request significantly exceeds the minimum lot size (4,000 square feet) in a 2F zoning district as the proposed lots are a minimum of +/- 9,600 square feet; and
7. Appropriate residential development across the street from retail uses.

August 7, 2017 Planning & Zoning Commission Meeting Excerpts, continued

Conditions:

1. Substantial compliance with the Site/Development Plan;
2. Maximum of two duplexes;
3. Lot width to be a minimum of 75 feet;
4. Lot depth to be a minimum of 128 feet;
5. Lot size to be a minimum of 9,600 square feet;
6. Front yard setback to be a minimum 40 feet;
7. Combination of brick, stone, and fiber cement siding on front and both side exteriors;
8. Fully sodded and irrigated front yards;
9. Minimum of one two-inch diameter-at-breast-height (DBH) trees in each front yard (two per lot); and
10. Foundation landscape planting with irrigation around front of each unit.

Chair Rhoads opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Crisp made a motion to approve Item 2, **Z-FY-17-38**, as presented, and Commissioner Ward made a second.

ORDINANCE NO. 2017-4865
(Z-FY-17-38)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL ZONING DISTRICT TO PLANNED DEVELOPMENT TWO FAMILY ZONING DISTRICT ON LOTS 38, 39, & 40, BLOCK 19, HILDELL ESTATES, LOCATED AT 8502, 8506 & 8510 ADAMS LANE, TEMPLE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, this property, located within the Hilldell Estates Subdivision on three lots for a total of approximately 0.46 acres, is currently vacant and undeveloped;

Whereas, the applicant proposes to replat the property into two lots for future duplexes with a minimum lot width dimension of 75 feet and minimum lot depth of 128 feet;

Whereas, the Planning and Zoning Commission of the City of Temple, Texas, after due consideration of the conditions, recommends approval of the rezoning from Agricultural zoning district to Planned Development-Two Family zoning district, on Lots 38, 39 & 40, Block 19, Hilldell Estates, located at 8502, 8506 & 8510 Adams Lane, Temple, Texas, with the following conditions:

1. Substantial compliance with the Site/Development Plan;
2. Maximum of two duplexes;
3. Lot width to be a minimum of 75 feet;
4. Lot depth to be a minimum of 128 feet;
5. Lot size to be a minimum of 9,600 square feet;
6. Front yard setback to be a minimum 40 feet;
7. Combination of brick, stone, and fiber cement siding on front and both side exteriors;
8. Fully sodded and irrigated front yards;
9. Minimum of one 2" diameter-at-breast-height (DBH) trees in each front yard (two per lot);
10. Foundation landscape planting with irrigation around each unit; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Part 2: The City Council approves a rezoning from Agricultural zoning district to Planned Development-Two Family zoning district, on Lots 38, 39 & 40, Block 19, Hilldell Estates, located at 8502, 8506 & 8510 Adams Lane, Temple, Texas, as outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes and subject to the following conditions:

1. Substantial compliance with the Site/Development Plan;
2. Maximum of two duplexes;
3. Lot width to be a minimum of 75 feet;
4. Lot depth to be a minimum of 128 feet;
5. Lot size to be a minimum of 9,600 square feet;
6. Front yard setback to be a minimum 40 feet;
7. Combination of brick, stone, and fiber cement siding on front and both side exteriors;
8. Fully sodded and irrigated front yards;
9. Minimum of one 2" diameter-at-breast-height (DBH) trees in each front yard (two per lot);
Foundation landscape planting with irrigation around each unit.

Part 3: The City Council approves the Site Development Plan attached hereto as Exhibit 'B,' and made a part hereof for all purposes.

Part 4: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

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 **7th** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **21st** day of **September**, 2017.

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

09/07/17
Item #11
Regular Agenda
Page 1 of 4

DEPT. / DIVISION SUBMISSION & REVIEW:

Mark Baker, Senior Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING - Z-FY-17-40: Consider adopting an ordinance authorizing a Conditional Use Permit allowing a crematorium within a proposed 5,417 square foot mortuary building on Lot 1, Block 1, Central Texas Mortuary Addition, subdivision located at 2104 South 30th Street.

STAFF RECOMMENDATION: Staff recommends approval of Z-FY-17-40, a Conditional Use Permit allowing a crematorium within a new 5,417 square foot mortuary building for the following reasons:

1. Demonstrated compliance to UDC Section 3.5.4 (A-G) Conditional Use Permit Review Criteria;
2. The request complies with the Future Land Use and Character Map;
3. Public facilities are available to serve the property;
4. The use is compatible with Zoning and surrounding uses and,

Staff recommends Approval of the conditional use permit subject to the following conditions:

1. Crematorium shall be subject to the Texas Commission on Environmental Quality (TCEQ) regulations and permitting;
2. Crematorium shall be allowed as an accessory use;
3. Crematorium must be operated in such a manner as to prevent excessive noise, dirt, litter, and odors and in such a manner to minimize disturbance to surrounding property owners, and
4. Substantial compliance with the building footprint and lot layout depicted by site Plan attached as Exhibit A; and
5. That the Director of Planning, may be authorized to approve minor changes to the Development / Site / Landscape Plan which include but not limited to: building footprint configuration, exterior building materials and landscaping.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their August 7, 2017 meeting, the Planning & Zoning Commission voted eight to zero to recommend approval of the proposed Conditional Use Permit per staff's recommendation.

ITEM SUMMARY:

The applicant, Michael Gaskins, owner of Central Texas Mortuary, is requesting a Conditional Use Permit to allow a crematorium within a new 5,417 square foot building. This is new construction and a relocation of the current facility currently located at 11 North 6th Street. While mortuary services are permitted by-right in the Light Industrial (LI) zoning district, the requirement of the conditional use permit is triggered by the proposed on-site crematorium. While the building is proposed at 5,417 square feet (under roof), the building footprint will be 5,202 square foot and will contain public lobby area, administrative offices, autopsy work area, as well as provisions for three incinerators, one of which is being relocated from the North 6th Street location. The applicant has indicated that the relocation is necessary in order to accommodate expansion of the business operations. The current facility is approximately 2,300 square feet in area. At this time, however, only two incinerators are anticipated to be housed and operational within the new building. The third will be acquired and placed into operation as needed.

The attached building elevations show plaster over metal and a stone veneer which does not fully meet the masonry standards required by UDC Sec. 7.8. Staff is working with the applicant to ensure compliance with the masonry standards. Compliance to site improvements such as landscaping and parking will be confirmed with the review of the building plans.

In order to operate a crematorium, a permit application is required to be reviewed by the Texas Commission on Environmental Quality (TCEQ). The applicant's current location at 11 North 6th Street is operating under such a permit as well as Ordinance 2008-4193 for the Conditional Use Permit (Z-FY-08-06) issued by the City of Temple in 2008.

The applicant has provided technical specifications for the "A-350-HT" cremation unit. The specifications indicate the unit made by American Crematory Equipment Company has been serving the cremation industry for over 38 years. The specific unit is designed for facilities with large volume and high production requirements. The unit itself is designed to reduce incineration times to 75 minutes or less. A number of state of the art controls are included into the operating features of the unit for maximum efficiency and monitor the combustion process. A comparable cremation unit currently operating at the 11 North 6th Street location will be relocated to the new facility and a new A-35-HT unit will be installed. As indicated earlier and as needed, a third crematory unit may be installed.

Although no standards have been identified in the UDC, specifically related to crematoriums, staff has processed three conditional use permits since 1995, which included the initial crematory for the applicant (Z-FY-08-06) and two crematoriums for veterinary/animal hospitals (Z-95-025) and most-recently (Z-FY-14-15). Currently UDC Sec. 7.8.4F requires a minimum of 70% of the exterior building materials to be masonry. As indicated earlier, compliance will be made with the review of the building permit.

Staff has reviewed the conditional use permit and the site plan which were considered by the Development Review Committee (DRC) during their July 24, 2017 meeting. No issues were identified during the meeting. The attached site and floor plan will be included in the Ordinance, if the Conditional Use Permit is approved by City Council.

Lastly, the proposed Conditional Use Permit has demonstrated compliance to the Conditional Use Permit Review Criteria as set forth in UDC Section 3.5.4 (A-G). A brief summary of each item is provided in the attached table.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

Future Land Use and Character Map (FLUM) (CP Map 3.1)

The Land Use and Character Map identifies this area as Industrial, which is for the community's manufacturing, warehousing/distribution, and light industrial areas. For stand-alone industrial sites, adequate screening and buffering standards must be applied along with performance standards related to noise, vibration, odor and glare, etc. to protect nearby uses and character areas. Therefore, the crematorium within the proposed mortuary building **will be** consistent with the Future Land Use Map.

Thoroughfare Plan (CP Map 5.2)

The Thoroughfare Plan identifies South 30th Street as a proposed minor arterial. Necessary right-of-way (ROW) has already been addressed through the recorded Central Texas Mortuary Addition subdivision plat (P-FY-16-28). No additional issues related to ROW or capacity have been identified or are anticipated by the use of the property.

Availability of Public Facilities (CP Goal 4.1)

Extension of an 8" water line from South Martin Luther king JR Drive and extension of a 6" sewer line from South Martin Luther King JR Drive will be available to serve the property's existing use and proposed use. Extension of public facilities has been addressed through the recordation of the subdivision plat. No other impacts to public facilities are anticipated.

Temple Trails Master Plan Map and Sidewalks Ordinance

The Temple Trails Master Plan map does not identify any existing or proposed trails within South 30th Street. As a proposed minor arterial, South 30th Street is required to have six foot sidewalks on both sides, however a sidewalk waiver has been administratively approved for this property due to the likelihood that South 30th Street is unlikely to ever extend across the railroad.

DEVELOPMENT REGULATIONS: The attached table reflect the current dimensional standards for non-residential uses in the Industrial district. It is noteworthy that additional buffering and screening, as provided for by UDC Sec. 7.7, is not required since the neighboring residences are separated by the South 30th Street right-of-way. There are no residences or residentially-zoned property immediately adjacent to the subject property.

PUBLIC NOTICE: Seven notices of the public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Tuesday August 29, 2017 at 9:00 am, one notice in agreement and one notice in disagreement have been received.

The newspaper printed notice of the public hearing on July 27, 2017, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

Applicant's Letter of Request
Conditional Use Permit Review Criteria Table (UDC Section 3.5.4 (A-G))
Site and Surrounding Properties Photos
Maps
Tables
Site & Dimensional Plan
Landscape Plan (Exhibit A)
Floor Plan
Building Elevations
Returned Property Notices
P&Z Excerpts (August 7, 2017)
Ordinance

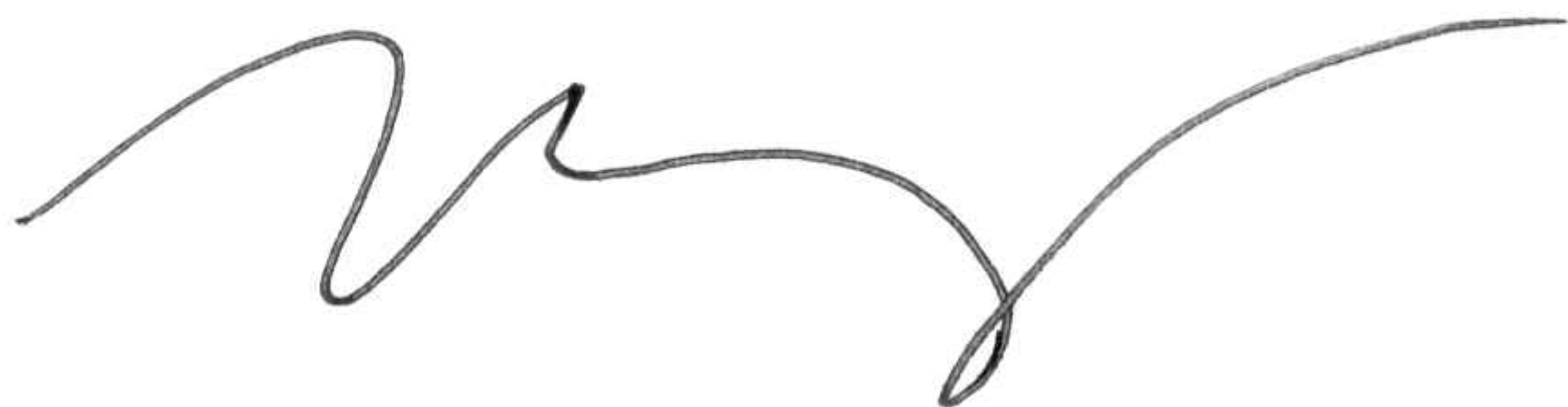
June 6, 2017

To whom it may concern,

I, Micheal Gaskins President of Central Texas Mortuary Management, am turning in an application for a CUP for our new building project.

In 2008, I applied for a CUP for our current location in order to be allowed to install a crematory unit to help better serve our community. At this point we have grown to the point that our only option is to move into a larger facility to be able to add more equipment to be able to better serve the City of Temple as it too grows. With this CUP permit we will be able to relocate our crematory unit to our new site and also be able to install additional crematory units to be able to keep up with the demand of cremation that we are experiencing.

Thank for your time as always,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Micheal Gaskins

Conditional Use Permit Review Criteria

UDC Code Section 3.5.4 (A-G)	Yes/No	Discussion / Synopsis
A. The conditional use is compatible with and not injurious to the use and enjoyment of the property , and does not significantly diminish or impair property values within the immediate area.	YES	It is fully anticipated that the site plan will conform to the UDC as well as to dimensional, developmental and design standards adopted by the City for any new building construction. While plaster over metal is shown on the current conceptual building elevations and does not meet code, compliance to required exterior building materials will be made during review of the formal construction plans.
B. The establishment of the conditional use does not impede normal and orderly development and improvement of surrounding vacant property.	YES	It is not anticipated that development of this property with a crematory will impede the normal and orderly development of the surrounding property.
C. Adequate utilities, access roads, drainage, and other necessary to support facilities have been or will be provided.	YES	Adequacies of support facilities will be further reviewed during submittal of the building plans. While utilities to serve the subject 0.915 +/- acres have been addressed by the recent plat (Central Texas Mortuary Addition) final plat in 2016, any additional facilities as well as drainage will be reviewed with the building plans.
D. The design, location and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development.	YES	The attached site / development plan, which will be included with the Ordinance for the Conditional Use Permit shows parking, circulation and access. No issues related to design, location or arrangement of circulation have been identified with the review of the conditional use permit. A more detailed review will be conducted with the review of the building plans.
E. Adequate nuisance prevention measures have been or will be taken to prevent or control offensive odors, fumes, dust, noise and vibration.	YES	It is anticipated the project will fully comply with UDC Section 7.1 with regard to Performance Standards. In addition, Texas Commission of Environmental Quality (TCEQ), will issue a permit when the project has demonstrated compliance to the relevant environmental considerations.
F. Directional lighting is provided so as not to disturb or adversely affect neighboring properties.	YES	Any exterior lighting proposed by the development as a mortuary / crematory will be required to meet the provisions of UDC 7.1 and specifically 7.1.8 with regard to glare. Compliance for exterior lighting will be addressed with the review of the building plans.
G. There is sufficient landscaping and screening to insure harmony and compatibility with adjacent property.	YES	While the Landscape Plan shows landscape materials proposed for the site, compliance to UDC Section 7.4 (Landscaping) will be confirmed by the review of the building plans. Due to it's location on S. 30th St., no additional buffer or screening from the existing residences is required.

Site & Surrounding Property Photos



**Site: Undeveloped - Viewed from S. 30th Street
(LI)**



**Current Location: 11 N. 6th Street
(CA)**



**South: Looking east along S. 30th Street. Existing residence on the left side of photo and the extensive row of trees
(AG)**



**South: Existing SF residence (alternative view)
(AG)**



**East: Existing SF Residence
(AG)**



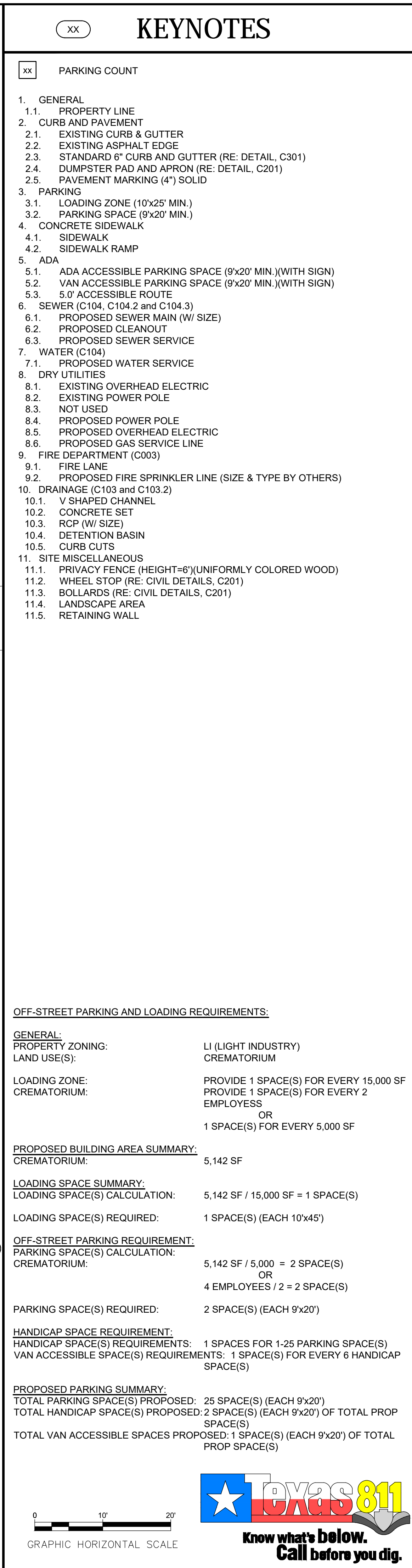
**East: Existing tree row along S. 30th Street
(AG)**

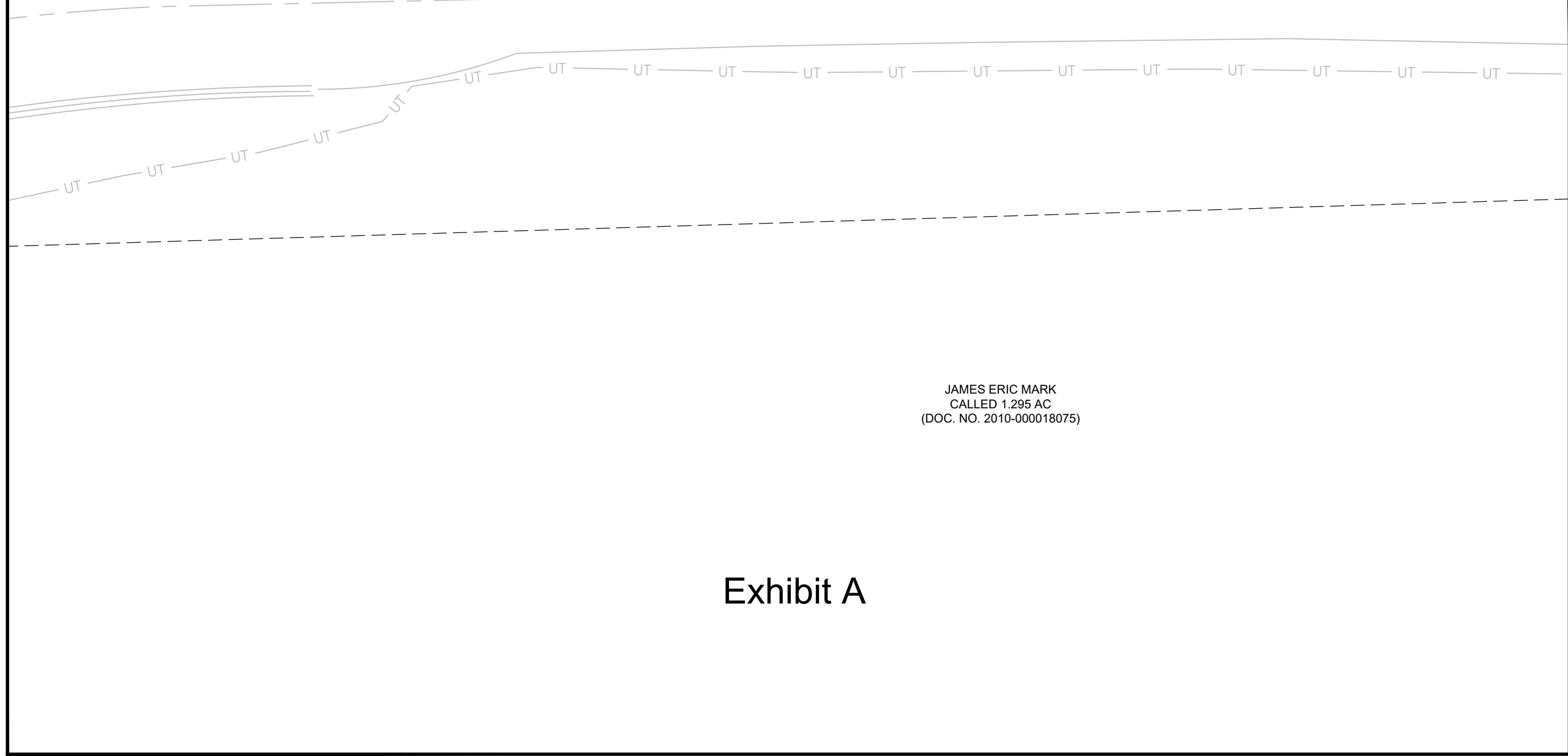
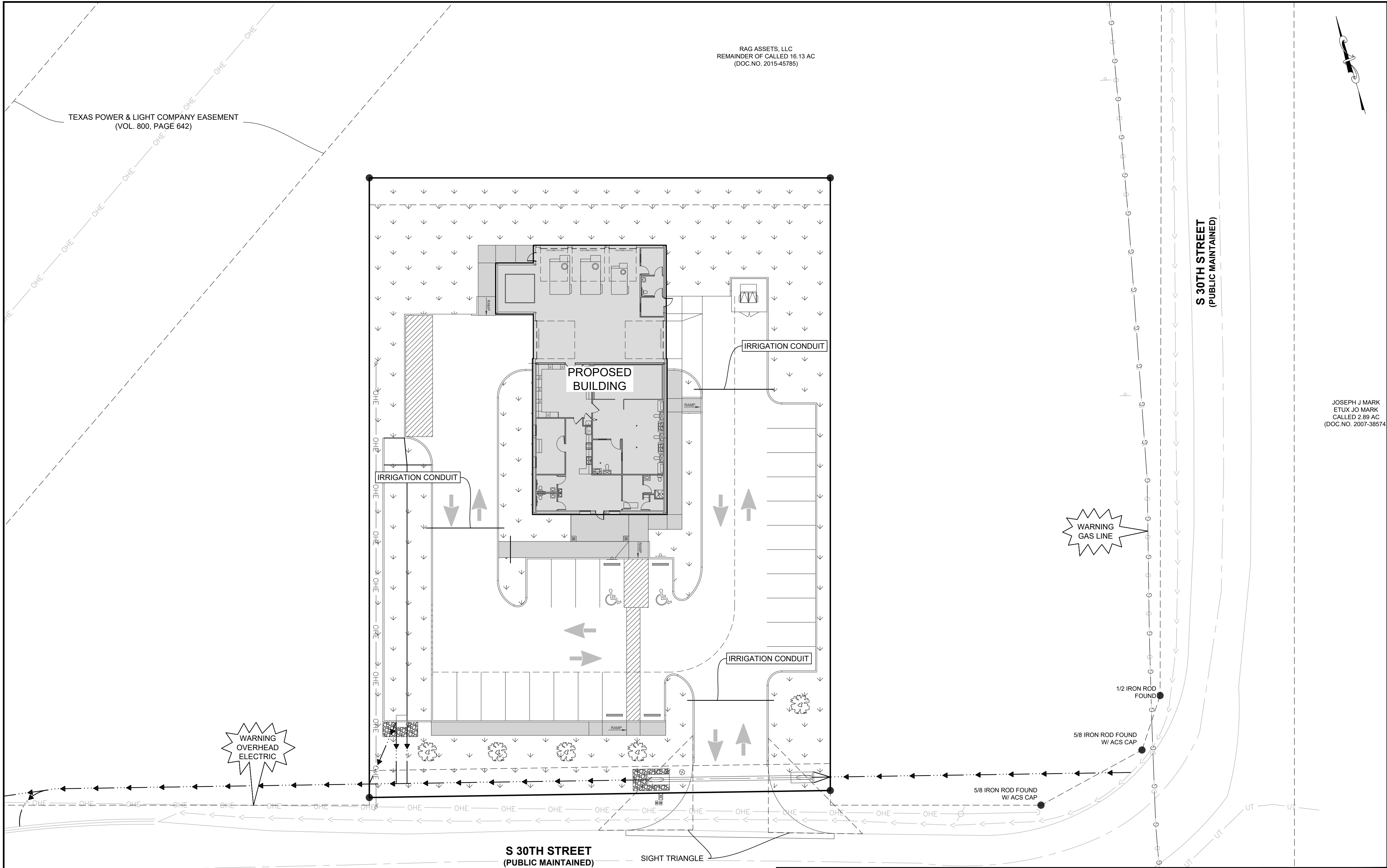


**North: Undeveloped
(LI)**



**West: Looking Northward from S. 30th Street - Undeveloped
(LI)**

[illegible]



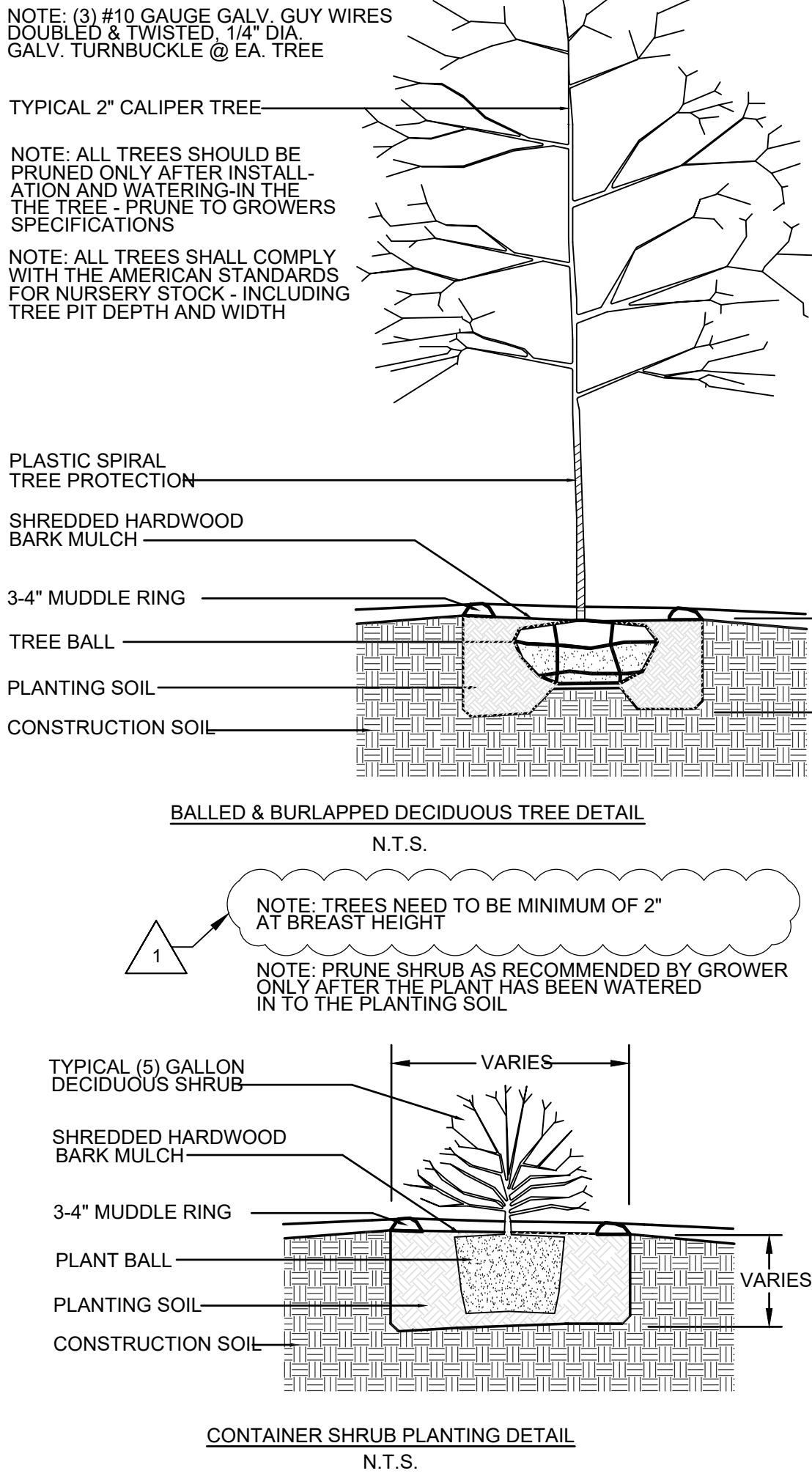
LANDSCAPE NOTES:

1. FURNISH AND INSTALL LANDSCAPING IN ACCORDANCE TO THE CITY OF TEMPLE'S LANDSCAPING REGULATIONS.
2. EVERGREEN AND DECIDUOUS SHRUBS WILL HARMONIZE WITH DECIDUOUS TREES TO PROVIDE YEAR ROUND VISUAL INTEREST.
3. ALL PLANT MATERIALS SHALL MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE STOCK.
4. PLANT BEDS SHALL BE EDGED WITH COMMERCIAL GRADE LANDSCAPE EDGING AROUND ENTIRE PLANT BED.
5. PROVIDE COMMERCIAL GRADE WEED BARRIER IN ALL PLANT BEDS.
6. SHRUB AREAS ARE TO BE MULCHED WITH A THREE INCH LAYER OF CRUSHED GRAVEL MULCH OVER WEED BARRIER.
7. UNDERGROUND AUTOMATIC LANDSCAPE IRRIGATION SYSTEM SHALL BE INSTALLED TO WATER ALL LANDSCAPE AREAS, INCLUDING RIGHT-OF-WAY
8. ADDITIONAL PLANT MATERIAL MAY BE INSTALLED ON SITE AT OWNER'S DIRECTION AND ACCORDING TO CITY REQUIREMENTS.
9. ALL PLANT MATERIAL SHALL BE MAINTAINED BY OWNER IN A HEALTHY AND GROWING CONDITION, AND REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY IF DAMAGED, DESTROYED, OR REMOVED.
10. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS.
11. ALL LANDSCAPE AREAS SHALL BE CONSTRUCTED, INSTALLED AND MAINTAINED SO AS TO NOT TO OBSTRUCT VIEW OF MOTORIST BETWEEN STREET AND ACCESS DRIVE. VISIBILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.
12. ALL PERMEABLE SURFACES NOT OCCUPIED BY TREES, SHRUBS, PLANTING BEDS OR OTHER PERMITTED ITEMS OR FIXTURES SHALL BE GRASSED LAWN AREAS UNLESS NOTED OTHERWISE.

13. FINAL LOCATION OF PLANT MATERIAL MAY VARY DUE TO ACTUAL FIELD CONDITIONS, BUT THE GENERAL INTEREST WILL BE MET.
14. GRADE SHALL BE SET FOR PROPER DRAINAGE AWAY FROM ALL STRUCTURES, AND SHALL NOT PROHIBIT FLOWS AS INDICATED ON THE DRAINAGE PLAN FOR THIS PROJECT.

LANDSCAPING REQUIREMENTS:

GENERAL:	
TREE(S) REQUIREMENT CALCULATION: (FRONTAGE ON 1 SIDE)	LOT FRONTAGE / 40
LANDSCAPING AREA REQUIREMENT:	
REQUIRED LANDSCAPING AREA:	
LOT AREA:	0.915 ACRES = 39,857 SF
LOT AREA CALCULATION:	5% OF 39,857 SF = 1,993 SF
PROPOSED LANDSCAPING AREA:	16,481 SF = 41.4% OF TOTAL LOT AREA
PROPERTY FRONTAGE:	
30TH STREET:	171.08 LF
TOTAL PROPERTY FRONTAGE:	171.08 LF
LANDSCAPING REQUIREMENT:	
TREE(S) CALCULATION:	171.08 LF / 40 = 5 TREE(S) (Min 2" DBH)
TREE(S) REQUIRED:	5 TREE(S)
PROPOSED LANDSCAPING:	
TOTAL PROPOSED TREE(S):	5 TREE(S)
TOTAL PROPOSED CANOPY TREE(S):	5 TREE(S) OF TOTAL PROPOSED TREE(S)



LEGEND

PROPOSED TEXAS RED OAK (CANOPY)*

BUFFALO GRASS* (BLOCK SOD)*

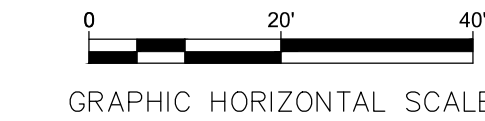
*OR OWNER APPROVED

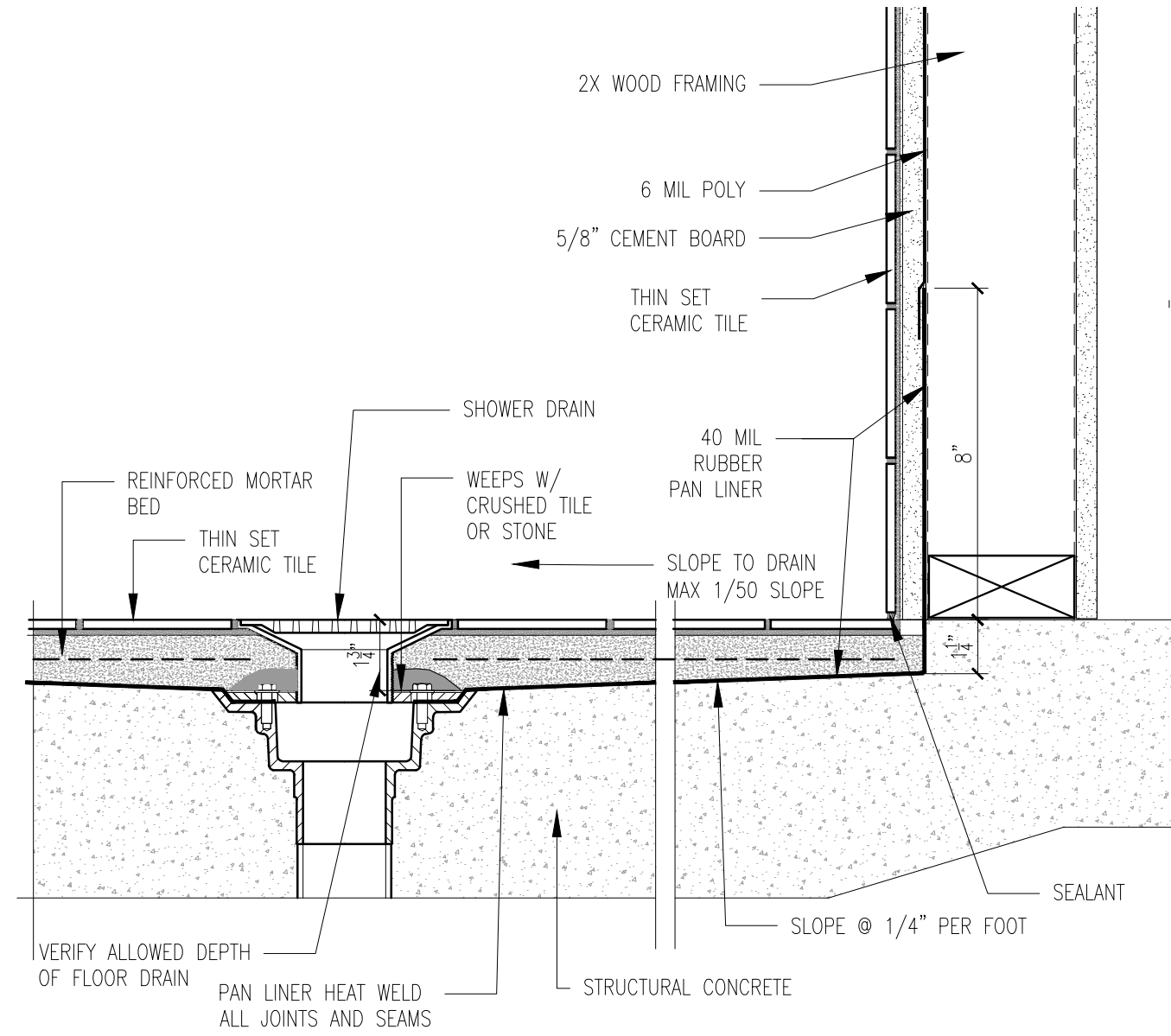
Landscaping Maintenance:

1. The owner, and/or tenant shall be jointly and generally responsible for the maintenance of all landscaping. All required landscaping should be maintained to a size and orderly presentation at all times. This shall include, but not limited to edging, grading, installing water lines, weeding, and other such activities common to the maintenance of landscaping. All plant material shall be maintained in a healthy and growing condition for the appropriate season of the year. Plant materials, which die or become diseased, shall be replaced with material of similar variety and size.

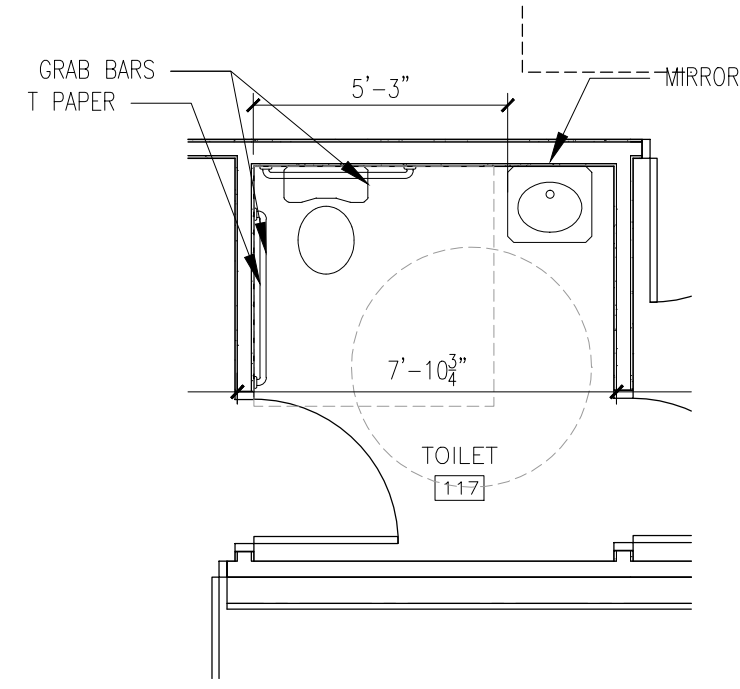
1	10/31/16	1ST SUBMITTAL	CITY COMMENT	REVISIONS
02/22/2017				
ISSUED FOR REVIEW, COMMENT				
PROJECT NO.: 16-009				
DATE: FEBRUARY 2017				
QUINTERO ENGINEERING, LLC				
415 E AVENUE D				
KILLEEN, TEXAS 76541				
PHONE: (254) 493-9982				
FAX: (254) 432-7070				
T.B.P.E. FIRM NO.: 14709				
T.B.P.L.S. FIRM NO.: 10194110				
CENTRAL TEXAS MORTUARY				
2104 S. 30TH STREET				
TEMPLE, BELL COUNTY, TEXAS				
LANDSCAPE PLAN				
SHEET TITLE:				
DRAWING NO.: C106				

Exhibit A

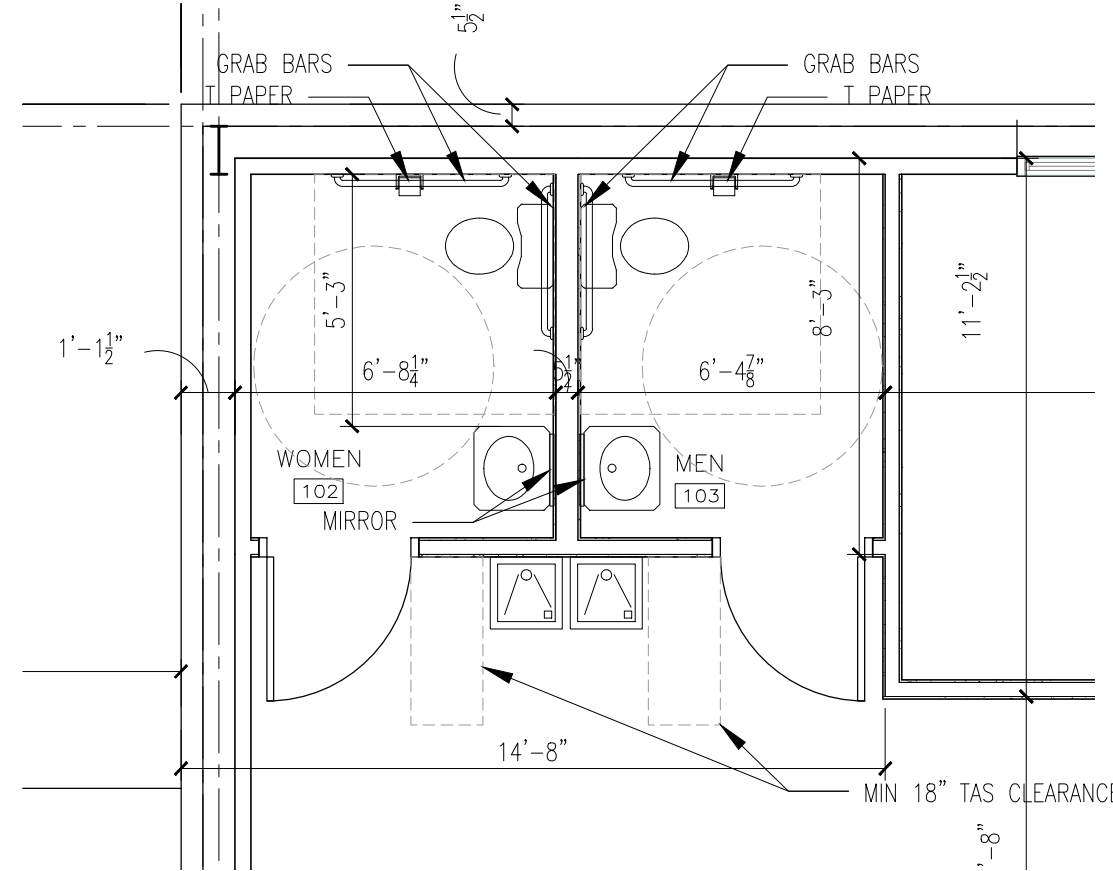




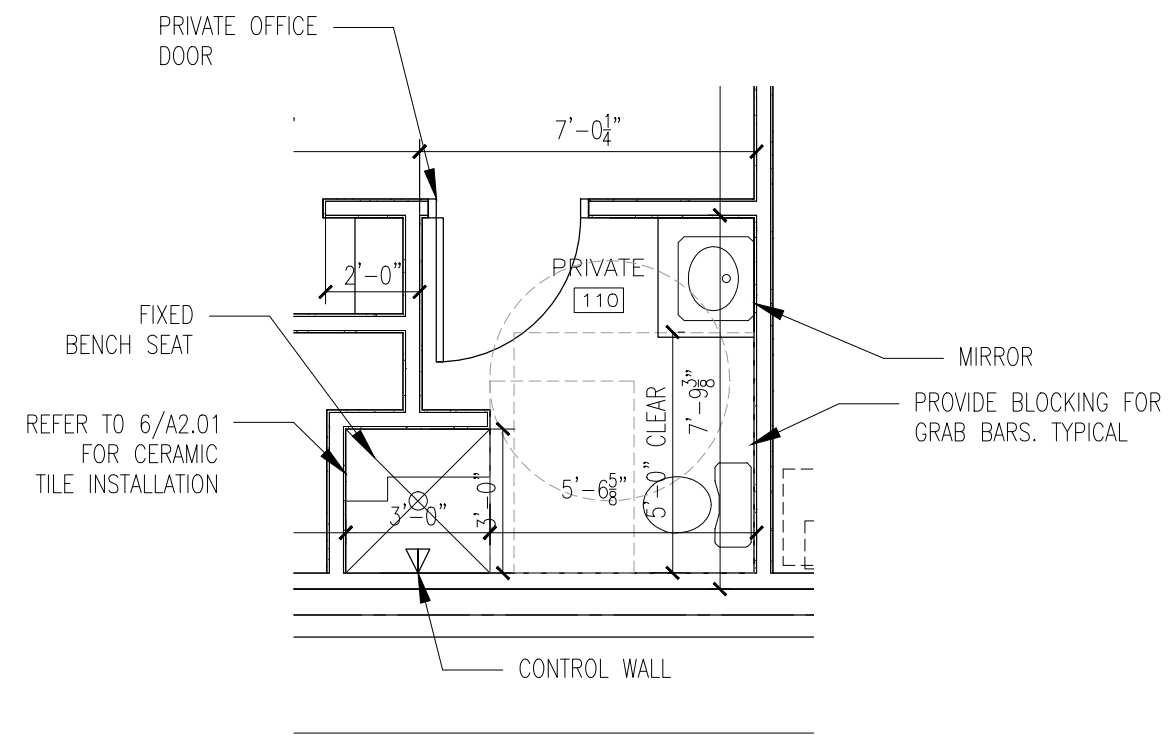
6 DETAIL AT SHOWER
3/16"=1'-0"



5 LARGE SCALE PLAN
1/4"=1'-0"
SEE T&S DETAILS A0.02, A0.03



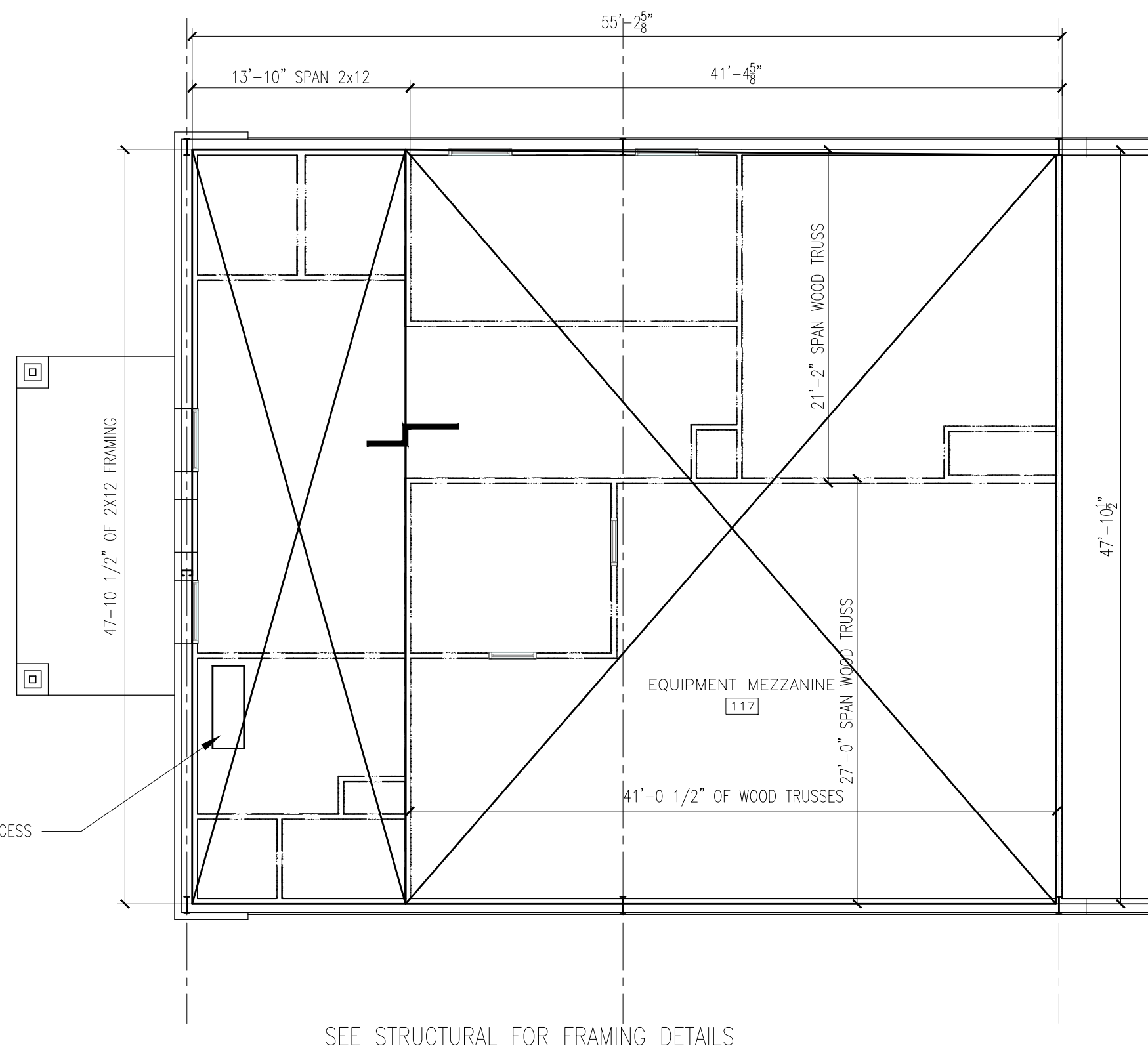
4 LARGE SCALE PLAN
1/4"=1'-0"
SEE T&S DETAILS A0.02, A0.03



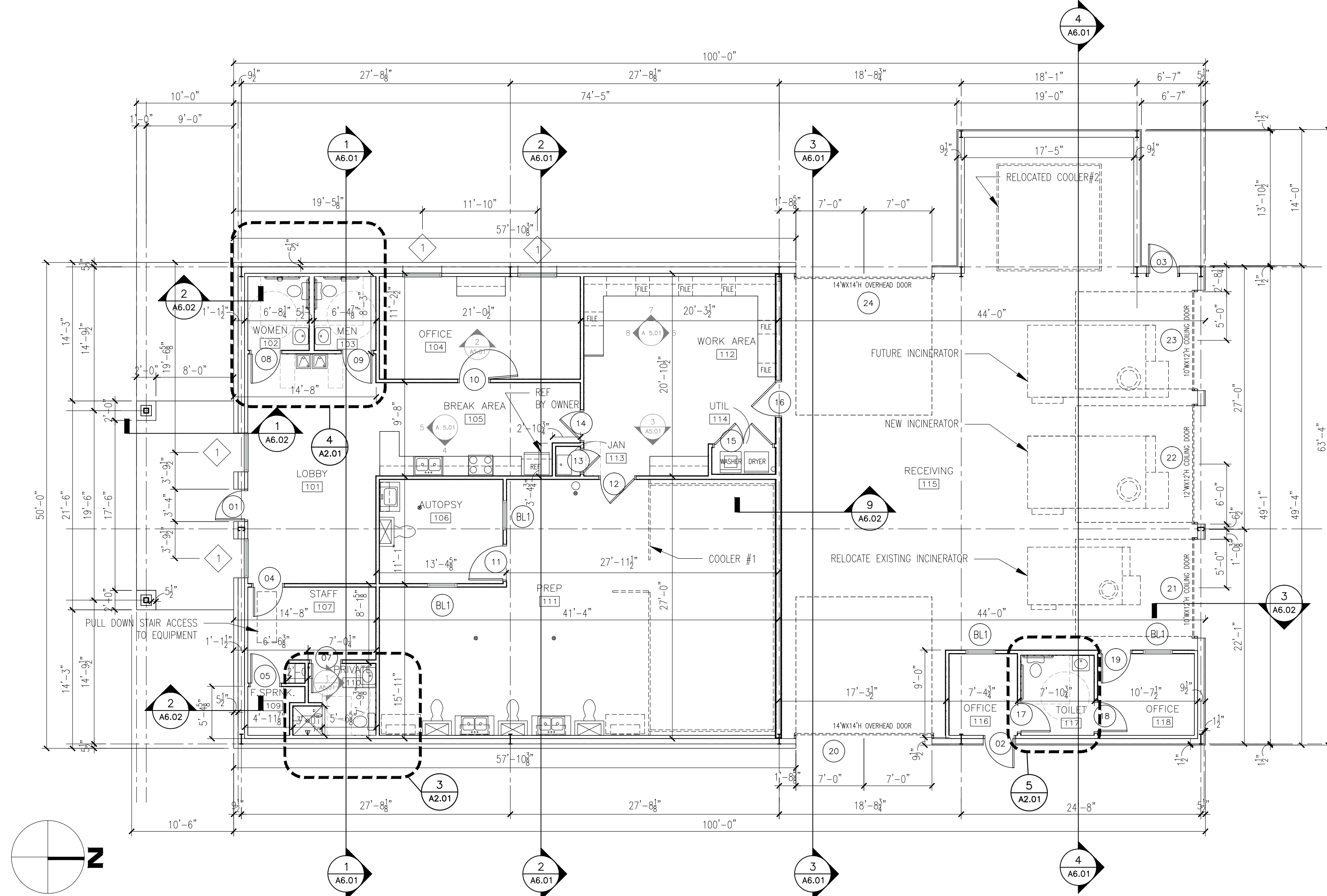
3 LARGE SCALE PLAN
1/4"=1'-0"
SEE T&S DETAILS A0.02, A0.03

GENERAL NOTES

1. ALL DIMENSIONS TO FRAMING FACE OF WALL
2. INTERIOR WALLS- 2X4 STUDS UNLESS NOTED OTHERWISE
3. REFER TO 1/A0.01 FOR FIRE RATED WALLS
4. REFER TO 1/A0.01 FOR RECESSED FIRE EXTINGUISHER CABINET LOCATIONS
5. INSTALL EXP. JOINTS IN GYP WALLS AT EACH METAL JAMB EA. SIDE, EA. FACE.
6. INSTALL EXP. JOINTS IN GYP WALLS AT EACH INT/EXT WINDOWS EA. SIDE, EA. FACE.



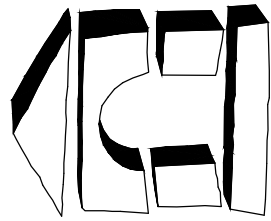
2 EQUIPMENT MEZZANINE FLOOR PLAN
1/8"=1'-0"



1 FLOOR PLAN
1/8"=1'-0"

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

Michael W. Marris Architects, Inc.
3809 S. General Bruce Drive
Suite 103, Box 8329 Temple Texas 76502
phone 254-778-0877 fax 254-778-1133 mmarris@mikemarris.com



Michael W. Marris
6-7-16

NEW MORTUARY BUILDING
CENTRAL TEXAS MORTUARY
2104 S. 30TH STREET
TEMPLE TEXAS 76504

SHEET TITLE

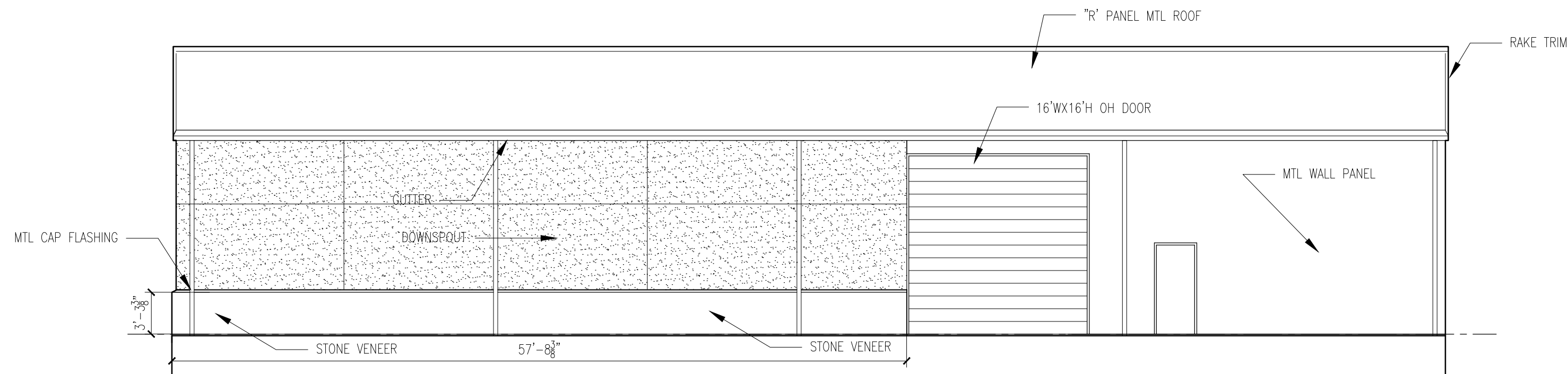
DATE 6-7-16 JOB NO. 21513

DRAWN BY CHECKED BY

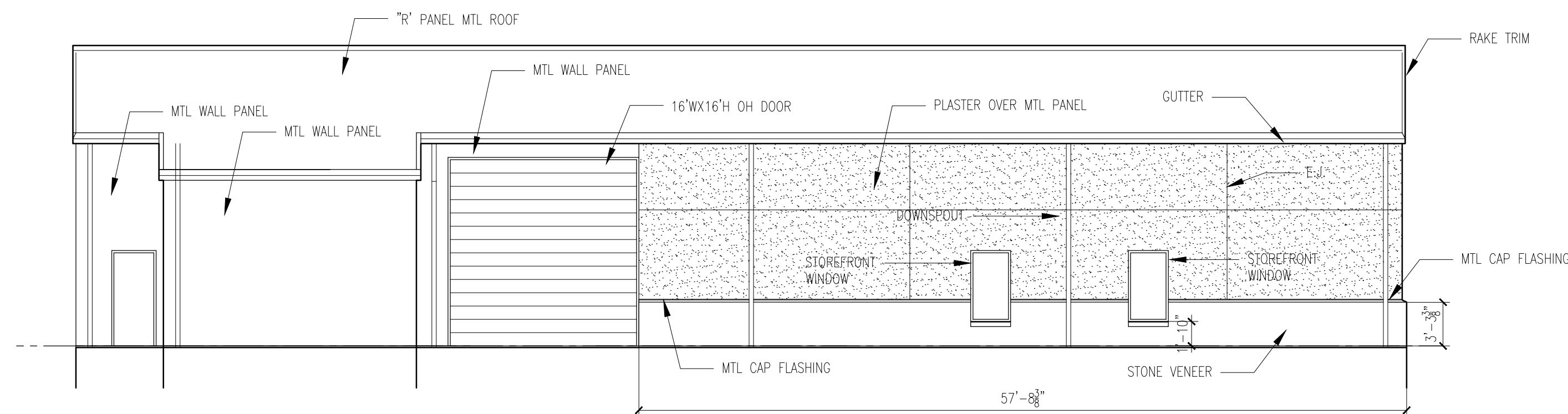
REVISION

SHEET NO

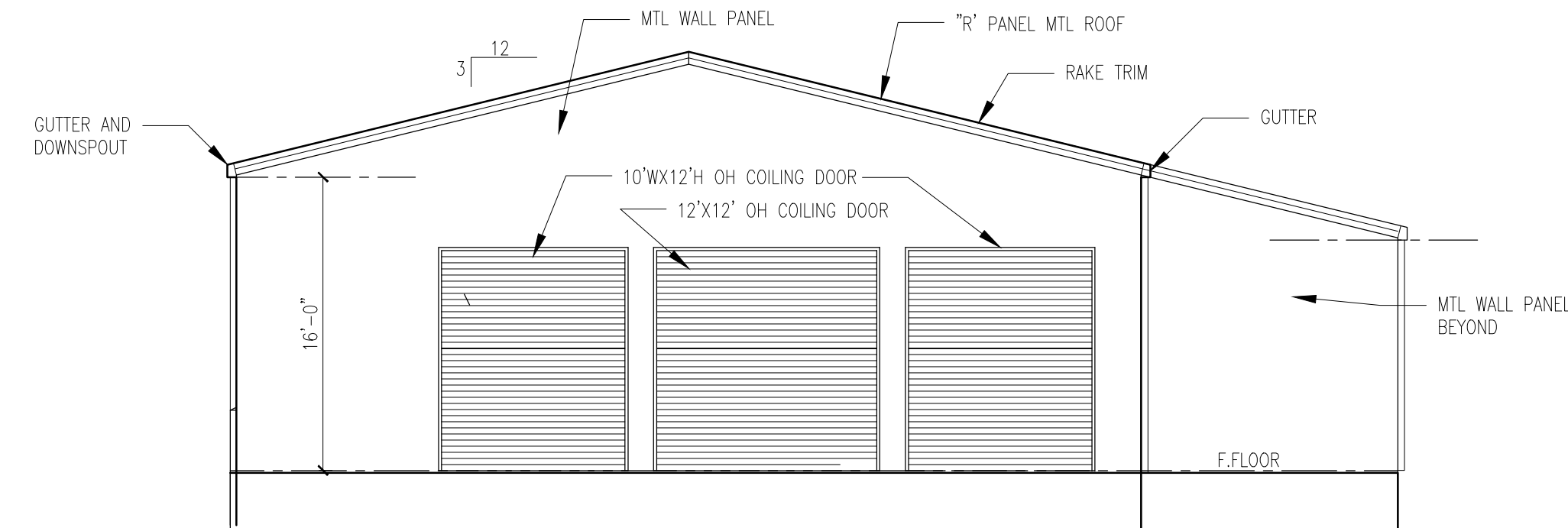
A2.01



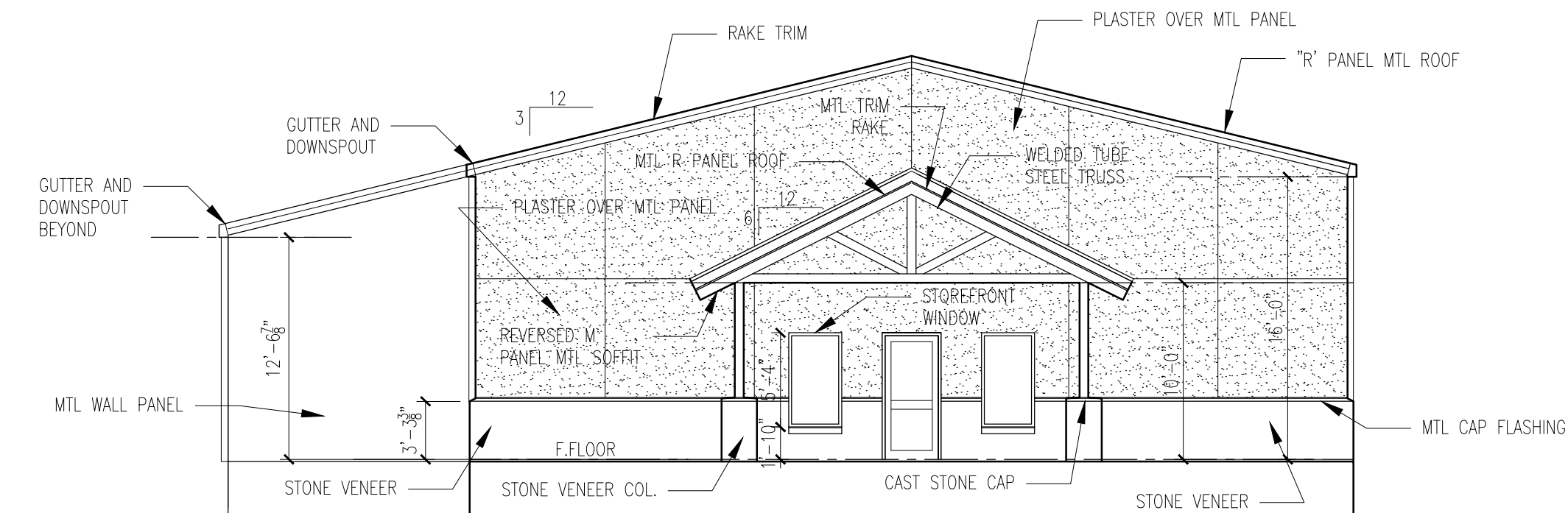
1 EAST ELEVATION
1/8"=1'-0"



4 WEST ELEVATION
1/8"=1'-0"



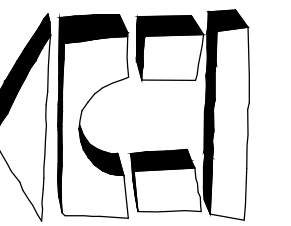
4 NORTH ELEVATION
1/8"=1'-0"



4 SOUTH ELEVATION
1/8"=1'-0"

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

Michael W. Marris Architects, Inc.
3809 S. General Bruce Drive
Suite 103, Box 8329 Temple Texas 76502
phone 254-778-0877 fax 254-778-1133 mmarris@mikemarris.com



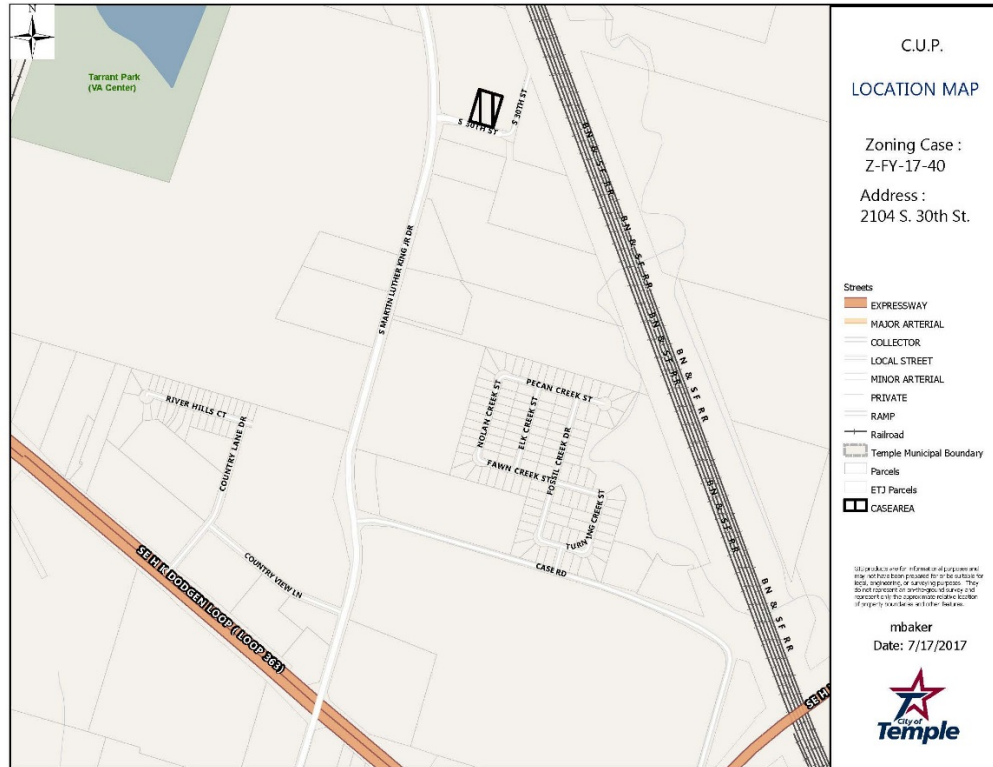
Michael W. Marris
6-7-16

NEW MORTUARY BUILDING
CENTRAL TEXAS MORTUARY
2104 S. 30TH STREET
TEMPLE TEXAS 76504

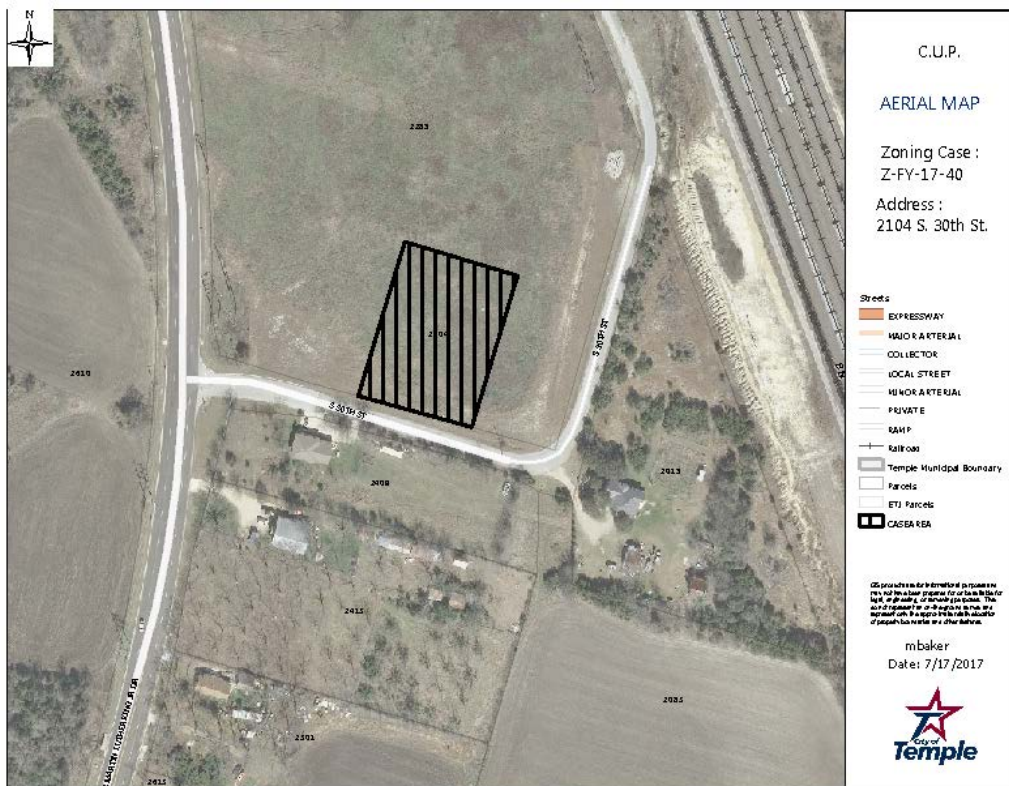
SHEET TITLE	
DATE 6-7-16	JOB NO. 21513
DRAWN BY	CHECKED BY
REVISION	
SHEET NO.	

A4.01

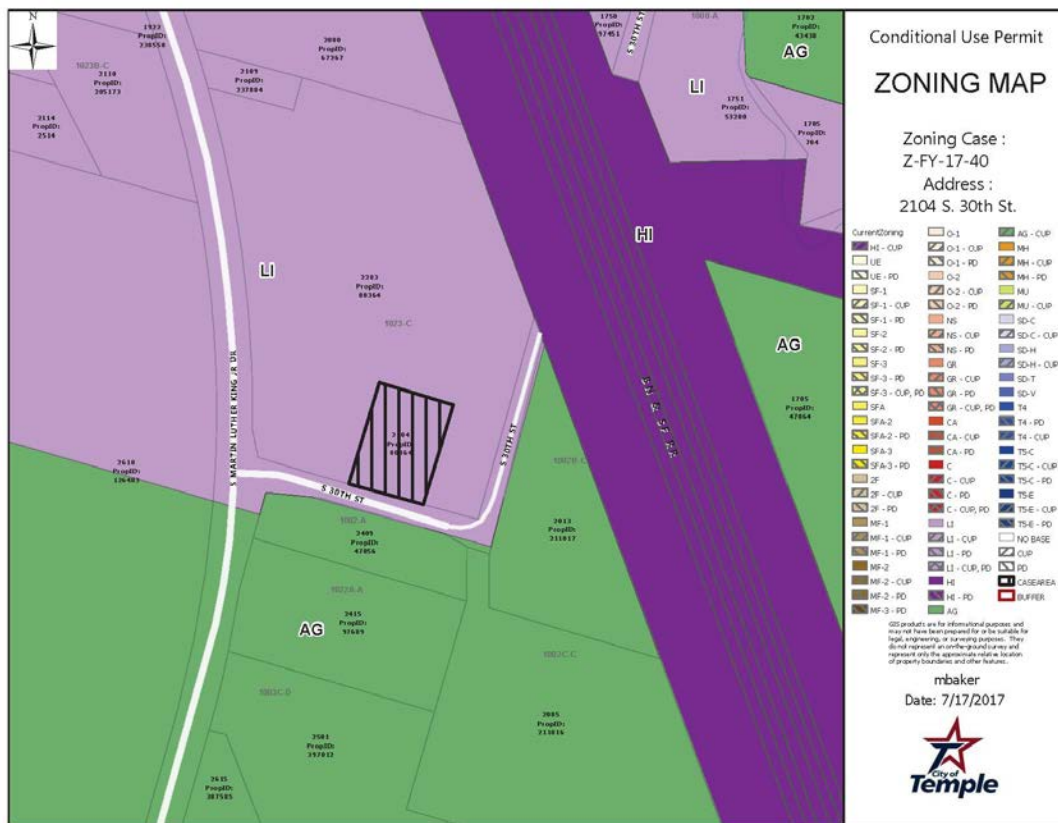
Maps



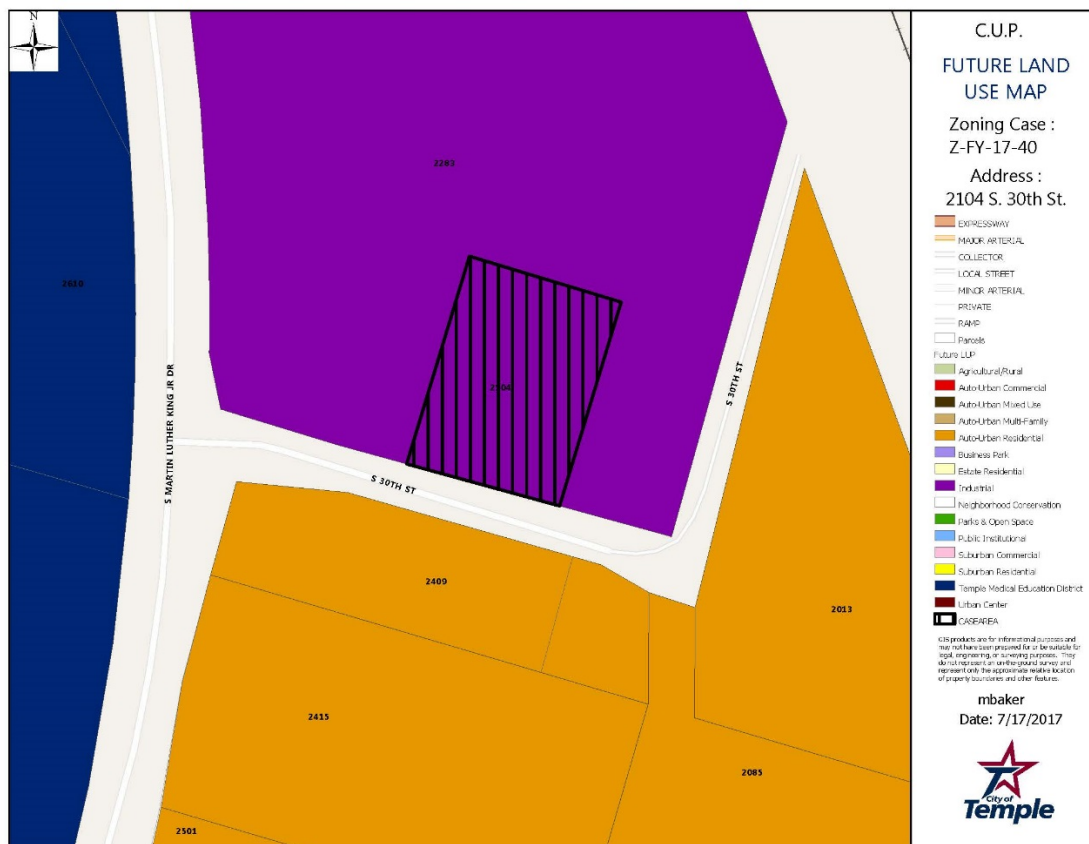
Location Map



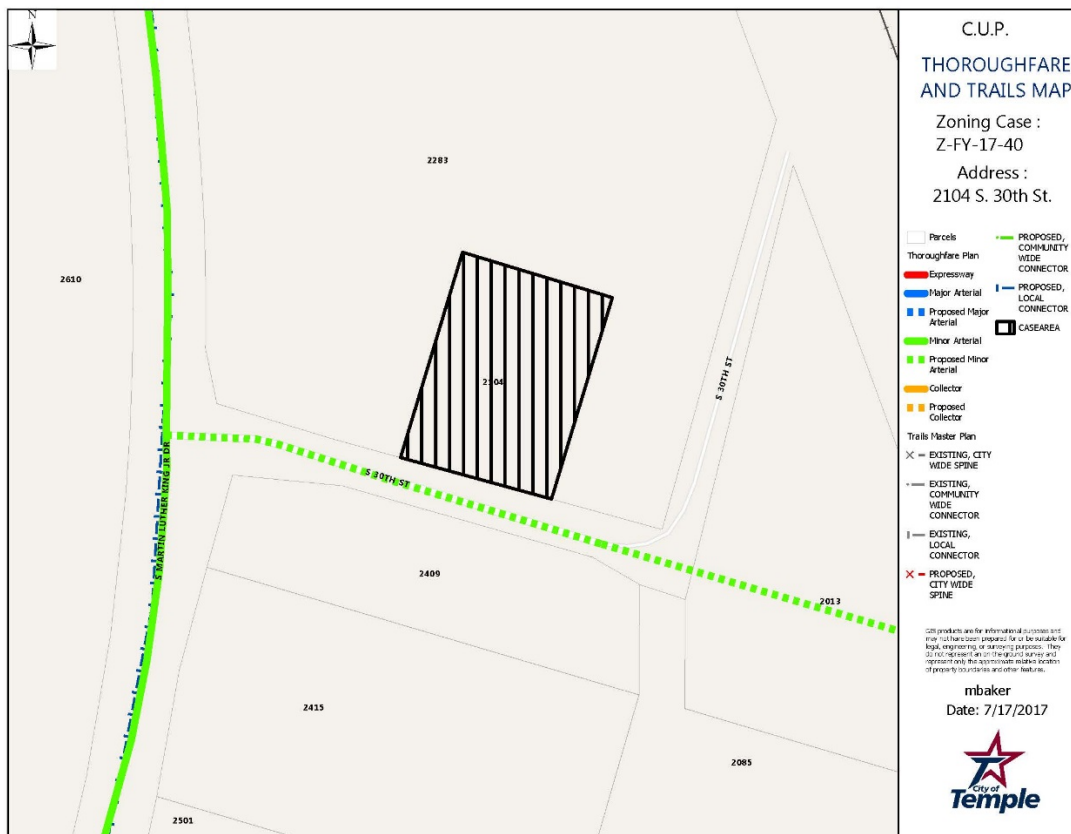
Aerial Map



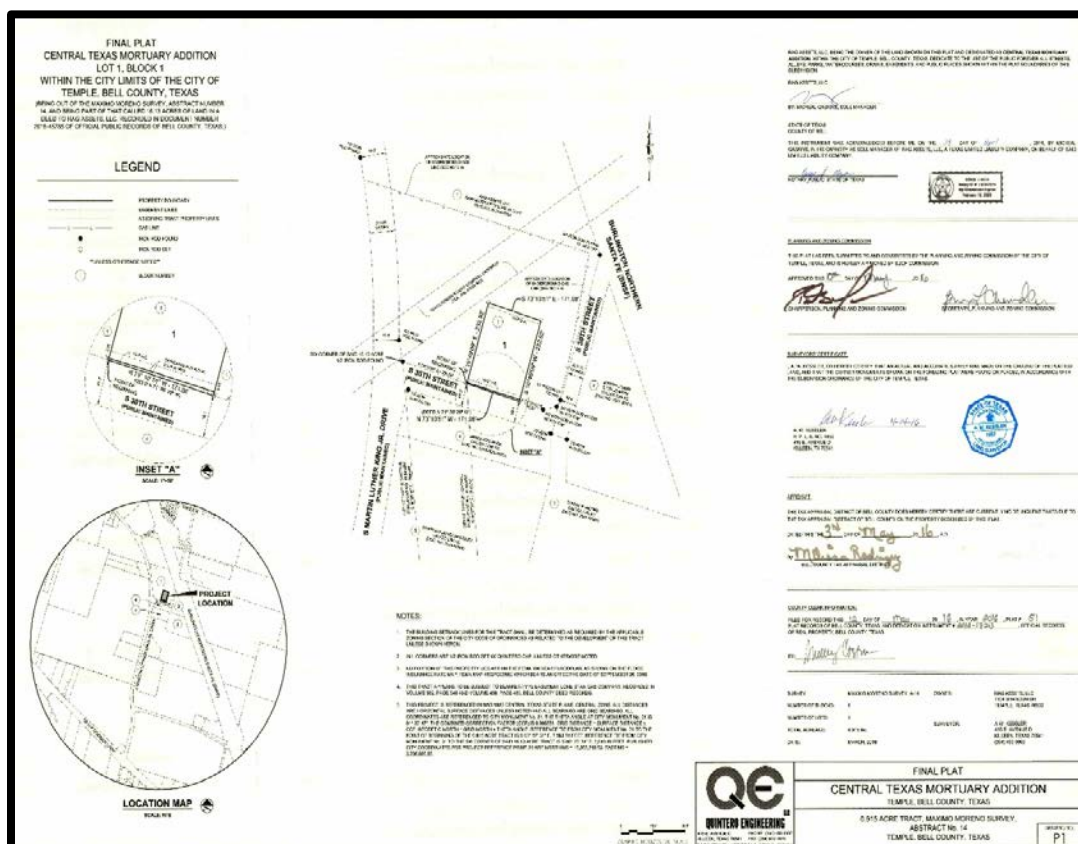
Zoning Map

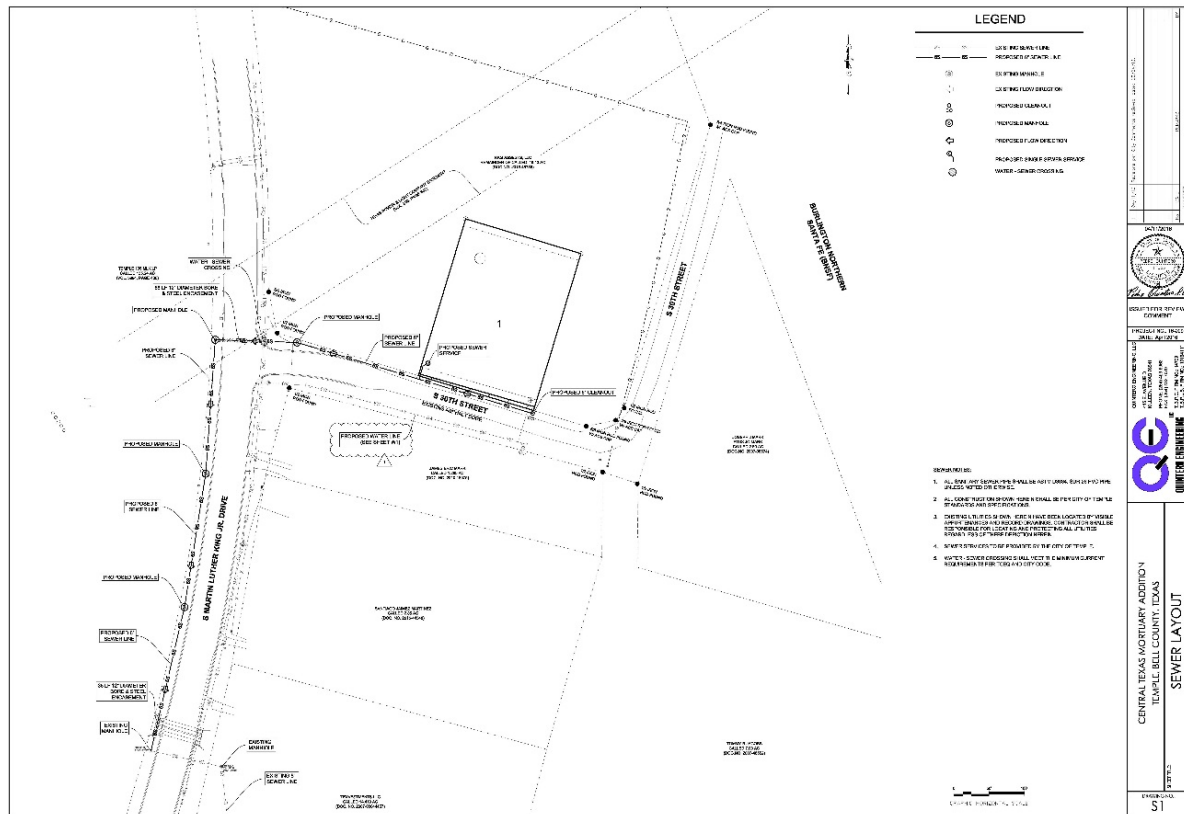


Future Land Use Map

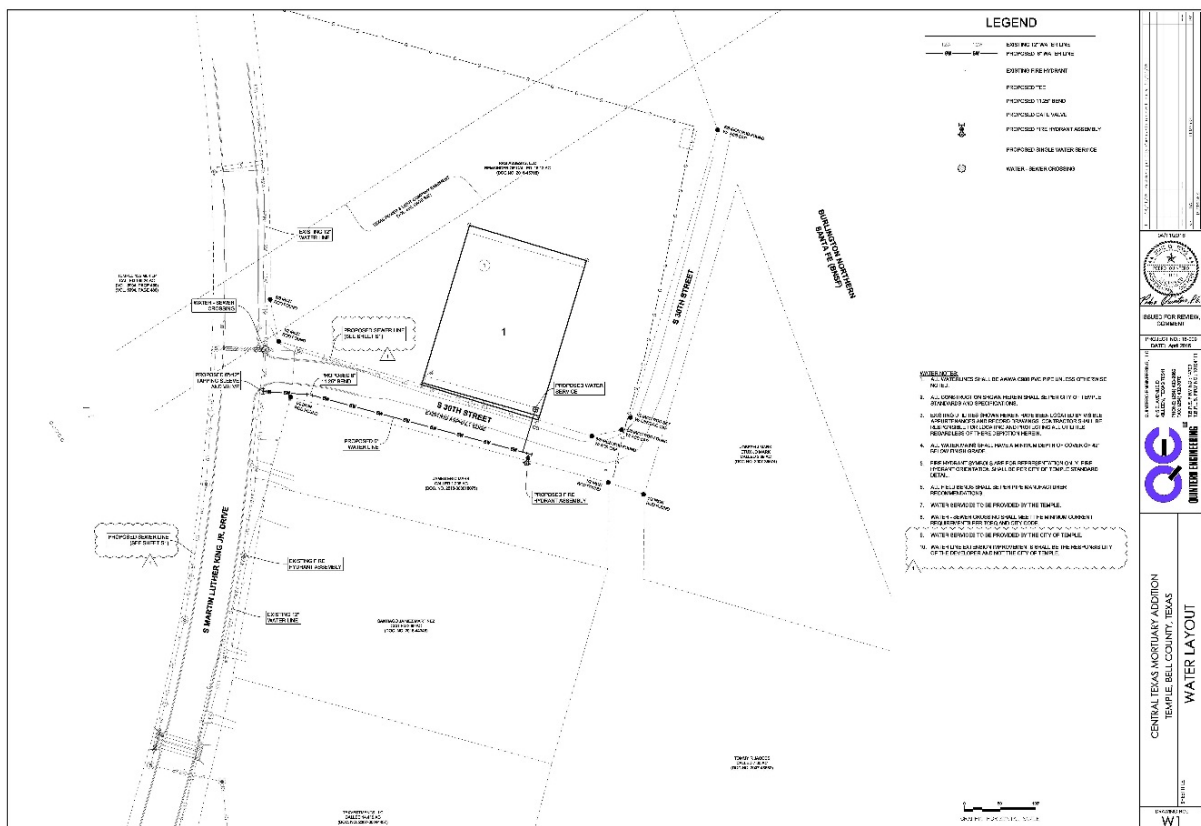


Thoroughfare & Trails Map





Sewer Layout Plan



Water Layout Plan



Notification Map

Tables

Surrounding Property Uses

	<u>Surrounding Property & Uses</u>		
<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Industrial	LI	Undeveloped
North	Industrial	LI	Undeveloped
South	Auto-Urban Residential	AG	Scattered SF Uses on Acreage
East	Industrial & Auto-Urban Residential	LI, AG & HI	Undeveloped & Railroad
West	Industrial	LI	Undeveloped

Comprehensive Plan Compliance

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use Map	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		

Dimensional Standards

	<u>Current</u> <u>(LI)</u> <u>Non-Residential</u>
Minimum Lot Size	N/A
Minimum Lot Width	N/A
Minimum Lot Depth	N/A
Front Setback	30 Feet from Centerline (UDC Sec. 4.4.4F.1.d)
Side Setback	0 Feet
Side Setback (corner)	10 Feet
Rear Setback	0 Feet
Max Building Height	ALH

ALH: Any legal height not prohibited by other laws



RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

GASKINS, MICHAEL
C/O CENTRAL TEXAS MORTUARY MGMT
7304 BRANDON DR
TEMPLE, TX 76502

Zoning Application Number: Z-FY-17-40

Case Manager: Mark Baker

Location: 2104 S. 30th Street, Temple, TX

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I ☒ agree

() disagree with this request

Comments:



Signature

Michael Gaskins

Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, mbaker@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **August 7, 2017**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 7

Date Mailed: July 27, 2017

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

RECEIVED

AUG - 4 2017

City of Temple



RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

JACOBS, TOMMY R ETAL
405 GROVE RD
KILLEEN, TX 76542-5622

Zoning Application Number: Z-FY-17-40

Case Manager: Mark Baker

Location: 2104 S. 30th Street, Temple, TX

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I ☐ agree

☒ disagree with this request

Comments:

Signature

Print Name

Tommy Jacobs

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, mbaker@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **August 7, 2017**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 7

Date Mailed: July 27, 2017

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

RECEIVED
AUG 07 2017
CITY OF TEMPLE
PLANNING & DEVELOPMENT

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, AUGUST 7, 2017**

ACTION ITEMS

Item 3: Z-FY-17-40 – Hold a public hearing to consider and recommend action on a Conditional Use Permit (C.U.P.) allowing a crematorium within a proposed 5,417 square foot mortuary building on Lot 1, Block 1, Central Texas Mortuary Addition, subdivision located at 2104 S. 30th Street.

Mr. Mark Baker, Senior Planner, stated this item was scheduled to go forward to City Council for first reading on September 7, 2017 and second reading on September 21, 2017.

Vicinity map shown.

The current zoning of the subject property is Light Industrial (LI) and the development is within the Central Texas Mortuary subdivision plat approved by the Planning and Zoning Commission on April 18, 2016.

The request is to allow a crematorium within a new 5,417 square foot Mortuary Building on 0.915 +/- acres. Both the Mortuary and Crematorium are a relocation from its present location at 11 North 6th Street.

The current Crematorium was approved by Ordinance No. 2008-4193.

Cemeteries, Mausoleums and Crematoriums require a CUP in all zoning districts. Currently, there are no standards for crematoriums provided in the UDC.

Staff has processed three crematorium CUPs since 1995; the latest in 2014 for a pet crematorium.

CUP's are evaluated with the following considerations:

Subject to Texas Commission of Environmental Quality (TCEQ) regulations and permitting;

Crematorium allowed as an accessory use; and

Crematorium operated in such a manner to minimize disturbance to surrounding property owners.

Subject to UDC Section 3.5.4 A-G – Conditional Use Permit Review Criteria, Highlights Include:

- Screening and Buffering

No additional screening or buffering required since South 30th Street separates project from the existing residence(s).

- Landscaping

Landscape Plan depicts combination of trees (two-inch minimum at breast height), shrubs and turf; and

Requires flexibility during building plan review – a condition is proposed for Director of Planning to address minor modifications to Development/Site/Landscape Plan.

- Exterior Building Materials

Plaster over metal as proposed does not meet code – compliance to be confirmed during review of building plans.

The Future Land Use and Character Map also designates the property as Industrial, which is intended for manufacturing, warehousing, and stand-alone industrial sites and supports Industrial zoning as well as uses permitted conditionally and is consistent with the Future Land Use and Character Map.

Floor plan shown.

The proposed location would have a total of three units/incinerators, one is a relocation which was approved by Ordinance No. 2008-4193.

Diagram information shown of the proposed new units.

Development/Site plan shown which includes landscaping plan and building elevations.

Site photos shown.

Surrounding properties include an existing single family residence and row of trees serving as a buffer/screening to the east, undeveloped property to the west and north, and existing single family residence along South 30th Street to the south.

Seven notices were mailed in accordance with all state and local regulations with one notice returned in agreement and one notice returned in disagreement.

This request is in compliance with UDC Section 3.5.4 A-G (Review Criteria), is compatible with base zoning, is consistent with the Future Land Use and Character Map, and compatible with adjacent and anticipated retail and service uses.

Staff recommends approval of the request for a crematory at 2104 South 30th Street, subject to the following five conditions:

1. Subject to Texas Commission on Environmental Quality (TCEQ) regulations and permitting;
2. Allowed as an accessory use;
3. Operated in a manner as to prevent excessive noise, dirt, litter, odor and minimize disturbance to surrounding property owners;
4. Site Plan substantially complies to the building footprint and lot layout depicted by Exhibit A; and
5. Director of Planning authorization for minor changes to Development/Site/Landscape Plan (e.g. building footprint, exterior building materials and landscape materials).

Chair Rhoads opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Langley made a motion to approve Item 3, **Z-FY-17-40**, as presented, and Commissioner Armstrong made a second.

Motion passed: (8:0)

Commissioner Alaniz absent

ORDINANCE NO. 2017-4866

(Z-FY-17-40)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A CREMATORIUM WITHIN A PROPOSED APPROXIMATELY 5,417 SQUARE FOOT MORTUARY BUILDING ON LOT 1, BLOCK 1, CENTRAL TEXAS MORTUARY ADDITION SUBDIVISION, LOCATED AT 2104 SOUTH 30TH STREET; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant, Michael Gaskins, owner of Central Texas Mortuary, has requested a Conditional Use Permit (CUP) to allow a crematorium within an approximately 5,417 square foot new construction building and the relocation of the current facility currently located at 11 North 6th Street;

Whereas, while mortuary services are permitted by-right in the Light Industrial zoning district, the requirement of the CUP is triggered by the proposed on-site crematorium;

Whereas, the applicant has indicated that the relocation is necessary in order to accommodate expansion of business operations;

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, the Planning and Zoning Commission of the City of Temple, Texas, after due consideration of the conditions and operation of said approximately 5,417 square foot mortuary building located on lot 1, block 1, Central Texas Mortuary Addition Subdivision, recommends that the City Council approve the application for this Conditional Use Permit to allow a crematorium within an approximately 5,417 square foot building, located at 2104 South 30th 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 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Part 2: The City Council approves a Conditional Use Permit (CUP) to allow for a crematorium within an approximately 5,417 square foot building, located at 2104 South 30th Street, more fully outlined in the recorded subdivision plat labeled as Exhibit ‘A,’ attached hereto and made a part hereof for all purposes.

Part 3: The applicant shall comply with following conditions:

1. Crematorium shall be subject to the Texas Commission on Environmental Quality regulations and permitting;
2. Crematorium shall be allowed as an accessory use;
3. Crematorium must be operated in such a manner as to prevent excessive noise, dirt, litter, and odors and in such a manner to minimize disturbance to surrounding property owners;
4. Substantial compliance with the building footprint and lot layout depicted by Development / Site / Landscape Plan attached as Exhibit ‘B;’ and
5. The Director of Planning, may be authorized to approve minor changes to the Development / Site / Landscape Plan which include but not limited to: building footprint configuration, exterior building materials and landscaping.

Part 4: The Director of Planning is hereby directed to make the necessary changes to the City Zoning Map accordingly.

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 7th day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the 21st day of **September**, 2017.

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

09/07/17
Item # 12(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, 2020
- (B) Animal Services Advisory Board – one member to fill an expiring term through September 1, 2020; one member to fill an unexpired term through September 1, 2108; and appoint Chair for the period of September 1, 2017 through August 31, 2018
- (C) Civil Service Commission - one member to fill an expiring term through September 1, 2020;
- (D) Library Board – three members to fill expiring terms through September 1, 2020;
- (E) Planning & Zoning Commission – three members to fill expiring terms through September 1, 2020
- (F) Reinvestment Zone No. 1 Board of Directors – nine members to fill expiring terms through September 1, 2019
- (G) Temple Public Safety Advisory Board – three members to fill expiring terms through September 1, 2020; and one member to fill an unexpired term through September 1, 2019
- (H) Zoning Board of Adjustment – one member to fill an unexpired term through March 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 1st.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Resolution](#)



COUNCIL AGENDA ITEM MEMORANDUM

09/07/17
Item #13
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution appointing one member to the Temple Economic Development Corporation Board of Directors.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The current Funding and Operating Agreement between the City of Temple and the Temple Economic Development Corporation will expire on September 30, 2017. In May, 2017, the City Council approved a new Funding and Operating Agreement which will go into effect on October 1, 2017. Pursuant to that Agreement, the City will appoint eight people to TEDC's Board of Directors. The eight Director seats to be filled by the City are:

- (1) the Mayor;
- (2) a Councilmember;
- (3) the current Chair of the Tax Increment Financing Reinvestment Zone #1 ("RZ") Board of Directors;
- (4) a member of the Tax Increment Financing Reinvestment Zone #1 Board of Directors;
- (5) the City Manager; and
- (6) three public at-large members.

The terms of the Mayor and City Councilmember will coincide with their terms on the City Council, except that the Council can vote to appoint a different Councilmember at any time. The terms of the appointed Chair and member of the RZ will coincide with their terms on the RZ Board. The City Manager will be a standing appointment on the TEDC Board of Directors. The terms of the City's three at-large Board members will be three year terms.

All sitting members of TEDC's Board, as of October 1, 2017, will complete their terms as appointed. The appointment of the City's three at-large members will occur over the next two years, as follows:

Board Member	Term Expiration	Appointee
Steve Wright	2017	City
Gary Schmidt (Chamber)	2017	TEDC
David Nix	2018	TEDC
Dr. Andrejs Avots-Avotins	2018	City
Michelle DiGaetano	2018	TEDC
Doug Streater	2018	TEDC
Harry Macey	2019	TEDC
Wendell Williams (Bioscience)	2019	TEDC
Randall Ramsey (Chamber)	2019	TEDC
Black Pitts	2019	City

Therefore, Steve Wright's term on the TEDC Board is expiring and the City needs to appoint a member to that position. Over the next two years, the City will appoint two other at-large members in order to create staggered terms among the City's at-large appointees.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Resolution](#)