



**MEETING OF THE  
TEMPLE CITY COUNCIL  
MUNICIPAL BUILDING  
2 NORTH MAIN STREET  
3<sup>rd</sup> FLOOR – CONFERENCE ROOM  
THURSDAY, SEPTEMBER 21, 2017  
4:00 P.M.  
AGENDA**

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, September 21, 2017.
2. Receive a presentation regarding the Veteran's Complex Project on Hope Street.

5:00 P.M.

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

**TEMPLE CITY COUNCIL  
REGULAR MEETING AGENDA**

**I. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

**II. PUBLIC COMMENTS**

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

**III. CONSENT AGENDA**

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

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

**Minutes**

- (A) [September 7, 2017 Special and Regular Meeting](#)
- (B) [September 15, 2017 Special Meeting](#)

**Contracts, Leases, & Bids**

- (C) [2017-8839-R](#): Consider adopting a resolution authorizing the purchase of one marked police vehicle from Rockdale County Ford in the amount of \$39,199.07.
- (D) Consider adopting resolutions authorizing the following single-source purchases during FY2018:
  1. [2017-8840-R](#): Heil Repair Parts & Service – Heil of Texas, in the total estimated annual amount of \$60,000
  2. [2017-8841-R](#): Toro Repair Parts & Service – Professional Turf Products, LP, in the estimated annual amount of \$40,000.

- (E) [2017-8842-R](#): Consider adopting a resolution authorizing a four-year agreement for printer/copier services with CTWP of Waco and Wells Fargo Financial Leasing, Inc. in an estimated annual amount of \$95,760.
- (F) [2017-8843-R](#): Consider adopting a resolution authorizing a services agreement with the Amateur Softball Association District 17, in the estimated annual amount of \$50,000 for officiating and scorekeeping services as contracted for various sporting events.
- (G) [2017-8844-R](#): Consider adopting a resolution authorizing a one-year renewal to the service agreement for the sale of scrap metal for FY2018 with Temple Iron & Metal, a division of Bell County Iron & Recycling, of Temple.
- (H) [2017-8845-R](#): Consider adopting a resolution authorizing a two-year extension to the services agreement, in the estimated annual amount of \$50,000 for the purchase of on-site fuel with Triple S Fuels/Petroleum of Austin.
- (I) [2017-8846-R](#): Consider adopting a resolution authorizing a lease agreement with American Medical Response Ambulance Service, Inc., for lease of property located at 2986 Thornton Lane, Temple.
- (J) [2017-8847-R](#): Consider adopting a resolution authorizing an Economic Development Agreement between the City of Temple and the Temple Economic Development Corporation for the conveyance of an 11.018 acre tract of land legally described as Lot 3, Block 2 of the Final Plat of Enterprise Business Park, Phase II.
- (K) [2017-8848-R](#): Consider adopting a resolution authorizing an amendment to the professional services agreement with Haley & Olson, P.C., to increase the not to exceed amount from \$60,000 to \$190,000, for the provision of legal services associated with various condemnation proceedings.
- (L) [2017-8849-R](#): Consider adopting a resolution authorizing a contract for professional services with Kasberg, Patrick and Associates, LP, in an amount not to exceed \$734,500 for a City-wide Drainage Assessment & Modeling Project.
- (M) [2017-8850-R](#): Consider adopting a resolution authorizing entering into an Interlocal Contract with the State of Texas Department of Information Resources relating to consolidation of data center services, in the annual amount of \$24,000 for Google Imagery.
- (N) [2017-8851-R](#): Consider adopting a resolution authorizing a contract with Yoko Excavating LLC of Belton in the amount of \$54,315, for the construction of an 8' foot sidewalk along South Pea Ridge Road from West Adams Avenue to Sage Meadows Drive.
- (O) [2017-8852-R](#): Consider adopting a resolution authorizing a construction contract with TTG Utilities, LP of Gatesville in the amount of \$560,382.50, for meter infrastructure improvements.

- (P) Consider adopting resolutions authorizing the following cooperative contract purchases during FY2017:
1. [2017-8853-R](#): Cellular Services – Verizon Wireless, utilizing a State of Texas DIR contract, in the total estimated annual amount of \$250,000
  2. [2017-8854-R](#): Office Supplies – Perry Office Plus, Inc., utilizing a BuyBoard contract, in the estimated annual amount of \$170,000
  3. [2017-8855-R](#): Janitorial Supplies – Gulf Coast Paper Company, utilizing a BuyBoard contract, in the estimated annual amount of \$100,000
  4. [2017-8856-R](#): Automotive Repair Parts – O'Reilly's Auto Parts, utilizing a BuyBoard contract, in the estimated annual amount of \$70,000
  5. [2017-8857-R](#): Fire Department Bunker Gear – NAFECO and Dooley Tackaberry, Inc., utilizing BuyBoard and H-GAC contracts, in the estimated annual amount of \$35,000
  6. [2017-8858-R](#): Online Auction Services – GovDeals, Inc., utilizing a BuyBoard contract, in the estimated annual revenue amount of \$150,000.
- (Q) Consider adopting resolutions authorizing the following new FY2018 annual contracts:
1. [2017-8859-R](#): Water Meters – Fortiline Waterworks, in the estimated annual amount of \$140,000
  2. [2017-8860-R](#): Vehicle & Equipment Tires – Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service, in the estimated annual amount of \$177,354.64
  3. [2017-8861-R](#): Sign and Traffic Control Supplies – various vendors, in the estimated annual amount of \$51,483.92
  4. [2017-8862-R](#): Sodium Hypochlorite, Hydrochloric Acid and Cyanuric Acid – HASA, Inc., in the estimated annual amount of \$31,490
  5. [2017-8863-R](#): Plumbing Supplies – Ham & McCreight Supply, in the estimated annual amount of \$30,000
  6. [2017-8864-R](#): Bacteriological Sample Testing – Aqua-Tech Laboratories, Inc., in the estimated annual amount of \$25,000
  7. [2017-8865-R](#): Heating, Ventilation, and Air Conditioning Supplies – Solar Supply, Inc., in the estimated annual amount of \$25,000

### **Ordinances – Second & Final Reading**

- (R) [2017-4862](#): SECOND READING – Consider adopting an ordinance amending the educational pay incentive for officers in the Police Department.
- (S) [2017-4863](#): SECOND READING - 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."
- (T) [2017-4864](#): SECOND READING – Consider adopting an ordinance amending the Code of Ordinances, Chapter 2, "Administration," Article II, "Code of Ethics" and repealing Ordinance Number 2016-4796.

- (U) [2017-4865](#): SECOND READING – 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.
- (V) [2017-4866](#): SECOND READING – 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.

**Misc.**

- (W) [2017-8866-R](#): Consider adopting a resolution authorizing participation in the Texas Municipal League, Intergovernmental Risk Pool to provide property, liability and workers' compensation insurance coverage for the City.
- (X) [2017-8867-R](#): Consider adopting a resolution ratifying a meet and confer agreement with the Temple Police Association.
- (Y) [2017-8868-R](#): Consider adopting a resolution amending the City of Temple Civil Service-Fire and Civil Service-Police Pay Schedules, to be effective September 22, 2017 and July 13, 2018.
- (Z) [2017-8869-R](#): Consider adopting a resolution authorizing the rejection of all bids received for Crossroads Park Phase II on May 25, 2017.
- (AA) [2017-8870-R](#): Consider adopting a resolution authorizing change order #5 to the Pepper Creek Trail Extension Project with TTG Utilities, LP, of Gatesville in the net deductive amount of \$53,977.80.
- (BB) [2017-8871-R](#): Consider adopting a resolution authorizing change order #2 to the construction contract with Patin Construction, LLC, of Taylor in the amount of \$49,770 for the Crossroads Phase I project.
- (CC) [2017-8872-R](#): Consider adopting a resolution for rejecting the Water Treatment Plant Chlorine Storage Safety Improvements Project construction bid received on August 16, 2017.
- (DD) [2017-8873-R](#): Consider adopting a resolution authorizing a Memorandum of Understanding with the City of Killeen and Bell County to establish the rights, duties, administration and division of funds received under the 2017 Edward Byrne Memorial Justice Assistance Grant program Award.
- (EE) [2017-8874-R](#): Consider adopting a resolution approving a Memorandum of Understanding with the Bell/Lampasas Counties Community Supervision and Corrections Department in the amount of \$7,500.
- (FF) [2017-8875-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2016-2017.

## **IV. REGULAR AGENDA**

### **RESOLUTIONS**

4. **2017-8876-R:** Consider adopting a resolution authorizing annual purchase agreements for utility supplies for FY 2018 with the various vendors in the estimated annual amount of \$298,206.20.
5. **2017-8877-R:** P-FY-17-50: Consider and take action on the Final Plat of Westfield Development Phase V, Replat No. 2, a 10.291 +/- acres, 2-lot, 1-block, non-residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located at the northwest corner of Stone Hollow Drive and Hilliard Road/Research Parkway, 7050 Stone Hollow Drive and authorizing the partial abandonment of an existing 50 foot wide drainage and utility easement.

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

6. **2017-4867:** FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending the number of positions in the firefighter classification.
7. **2017-4868:** FIRST READING – PUBLIC HEARING – Consider adopting an ordinance amending Ordinance No. 2016-4783 to implement changes to the City's strategic investment zone incentive policies.
8. **2017-4869:** FIRST READING – PUBLIC HEARING - Z-FY-17-33: Consider adopting an ordinance authorizing a rezoning of several lots in Cedar Ridge Crossing Phase II located at 10684 West State Highway 36, Temple, Texas, as follows:
  - (A) Agricultural to General Retail Lots 1, Block 1;
  - (B) Agricultural and Neighborhood Services to General Retail, on Lots 2 and 3, Block 1;
  - (C) Agricultural to Commercial on Lot 5, Block 1;
  - (D) Agricultural to General Retail on Lot 4, Block 1; and
  - (E) Agricultural to Commercial on Lot 4, Block 1.
9. **2017-4870:** FIRST READING - PUBLIC HEARING - Z-FY-17-41: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Planned Development - Neighborhood Service zoning district, on 1.012 +/- acres, located in the George W. Lindsey Survey, Abstract No. 513, Bell County, Texas, located at 830 and 850 FM 2271.

### **BOARD APPOINTMENTS**

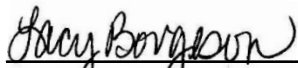
10. Consider adopting resolutions:
  - (A) **2017-8878-R:** Designating the Chair of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors to fill an unexpired term through December 31, 2017; and
  - (B) **2017-8879-R:** Appointing one alternate member to the Zoning Board of Adjustment to fill an unexpired term through March 1, 2018.
11. **2017-8880-R:** Consider adopting a resolution appointing one member of the Tax Increment Financing Reinvestment Zone #1 Board of Directors to the Temple Economic Development Corporation Board of Directors.

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

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I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 5:00 pm, on Friday, September 15, 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

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09/21/17  
Item #3(A-B)  
Consent Agenda  
Page 1 of 1

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

Lacy Borgeson, City Secretary

**ITEM DESCRIPTION:** Approve Minutes:

- (A) September 7, 2017 Special and Regular Meeting
- (B) September 15, 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:**

September 7, 2017 Special and Regular Meeting  
September 15, 2017 Special Meeting



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(C)  
Consent Agenda  
Page 1 of 1

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

Floyd Mitchell, Chief of Police Department

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of one marked police vehicle from Rockdale County Ford in the amount of \$39,199.07.

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

**ITEM SUMMARY:** The Police Department seeks approval to purchase one 2017 Ford Explorer AWD to replace Unit 14047 which was totaled on May 4, 2017. This purchase is being recommended utilizing BuyBoard cooperative contract #521-16. All contracts available through the Buyboard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

**FISCAL IMPACT:** The City received insurance proceeds in the amount of \$20,296.67 from Texas Municipal League. The remaining amount needed to purchase the replacement vehicle of \$18,903 was taken from the Police Department's operating budget. Funding for the unit is appropriated in account 110-2031-521-6213, project 101773 as shown below.

Project Budget	\$	18,903
Insurance Proceeds		20,296
Encumbered/Committed to Date		-
Rockdale County Ford		(39,199)
Remaining Funds Available	\$	-

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE MARKED POLICE VEHICLE IN THE AMOUNT OF \$39,199.07, FROM ROCKDALE COUNTY FORD OF ROCKDALE, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on May 4, 2017, the Police Department had Asset 14047 totaled in a vehicle accident and received insurance proceeds for replacement of this vehicle;

**Whereas**, Staff seeks approval to purchase one 2017 Ford Explorer All-Wheel Drive vehicle which will replace Asset 14047;

**Whereas**, this purchase is being recommended utilizing BuyBoard cooperative contract number 521-16 - all contracts available through the BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, the City received insurance proceeds in the amount of \$20,296.67 from Texas Municipal League and the remaining amount needed to purchase the replacement vehicle was taken from the Police Department's operating budget;

**Whereas**, funding for the purchase of one marked police vehicle is appropriated in Account No. 110-2031-521-6213, Project No. 101773; 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 a 2017 Ford Explorer AWD from Rockdale county Ford of Rockdale, Texas in the amount of \$39,199.07, utilizing the BuyBoard Local Government Online Purchasing Cooperative.

**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 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(D-1)  
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 the single-source purchase of Heil repair parts and services during FY2018 from Heil of Texas in the estimated annual amount of \$60,000.

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

**ITEM SUMMARY:** Authorization of this purchase will allow for the purchase of certified Heil parts and service for refuse trucks during FY2018.

The Solid Waste Department utilizes approximately 20 Heil bodies in its fleet of refuse trucks. The Solid Waste Department has found the Heil units to be durable and to operate efficiently. However, with any mechanized loaders, components wear out and the units have to be maintained with new parts.

Heil only distributes its parts through its full service dealers, and as such, the procurement of Heil parts is a single-source purchase as defined within the Local Government Code §252.022.

**FISCAL IMPACT:** Repair parts for Heil refuse trucks are purchased on an as needed basis by the Fleet Services department on behalf of the Solid Waste Department. The Solid Waste Department has budgeted for fleet repairs in its FY 2018 Operating Budget. Estimated repair part expenditures for FY 2018 based on historical expenditures: \$60,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE SINGLE-SOURCE PURCHASE OF HEIL REPAIR PARTS AND SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$60,000, FROM HEIL OF TEXAS, OF IRVING, TEXAS, FOR 2018 FISCAL YEAR; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Solid Waste Department utilizes approximately 20 Heil bodies in its fleet of refuse trucks and has found Heil units to be durable and to operate efficiently;

**Whereas**, as with any mechanized loader, components wear out and units have to be maintained with new parts;

**Whereas**, Heil of Texas only distributes its parts through full service dealers, and as such, the procurement of Heil parts is a single-source purchase as defined by Local Government Code §252.022;

**Whereas**, repair parts for Heil refuse trucks are purchased on an as-needed basis by the Fleet Services department on behalf of the Solid Waste Department – the Solid Waste department has budgeted for fleet repairs in its fiscal year 2018 adopted annual budget; and

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

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

**Part 1: 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 agreement for the single-source purchase of Heil repair parts and services in the estimated annual amount of \$60,000, 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(D-2)  
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 the single-source purchase of Toro service and repair parts during FY2018 from Professional Turf Products, LP of Euless, in the estimated annual amount of \$40,000.

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

**ITEM SUMMARY:** Approval of this purchase will allow for the purchase of certified Toro repair parts, and when needed, the service of Toro equipment during FY2018.

The City owns and maintains many pieces of Toro mowing and turf equipment. Toro has designated Professional Turf Products, LP as the only authorized service and parts supplier for our geographical area. In order to maintain warranties on equipment, Fleet staff deems it important to use only certified Toro parts.

The single source bidding exemption is defined within the Texas Local Government Code §252.022.

**FISCAL IMPACT:** Repair parts and service for Toro equipment are purchased on an as needed basis by the Fleet Services, on behalf of several departments. Each respective department has budgeted for repairs in their adopted FY2018 budgets. Estimated Toro repairs and services for FY2018 based on historical purchases: \$40,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SINGLE-SOURCE PURCHASE AGREEMENT WITH PROFESSIONAL TURF PRODUCTS, LP OF EULESS, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$40,000, FOR TORO SERVICE AND REPAIR PARTS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City owns and maintains many pieces of Toro mowing and turf equipment and Toro has designated Professional Turf Products, LP of Euless, Texas as the only authorized service and parts supplier in our geographical area;

**Whereas**, in order to maintain warranties on equipment, Staff deems it important to use only certified Toro parts;

**Whereas**, for this reason, Staff believes that the single source purchasing exemption as defined within the Texas Local Government Code §252.022, applies;

**Whereas**, repair parts and services for Toro equipment are purchased on an as-needed basis and each department which utilizes Toro parts or services has budgeted for these purchases in their fiscal year 2018 annual 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 single-source purchase agreement with Professional Turf Products, LP of Euless, Texas, in the estimated annual amount of \$40,000, for Toro service and repair parts 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(E)  
Consent Agenda  
Page 1 of 2

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

Justin Brantley, Assistant Director of Purchasing  
Alan DeLoera, Director of Information Technology

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a four-year agreement for printer/copier services with CTWP of Waco and Wells Fargo Financial Leasing, Inc. in an estimated annual amount of \$95,760.

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

**ITEM SUMMARY:** The City's current four-year agreement for printer/copier services with CTWP and Wells Fargo Financial Leasing, Inc. expires on October 31, 2017. Staff is recommending that Council authorize a new four-year agreement commencing November 1, 2017, for printer/copier services with CTWP utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-TSO-3092 and leasing services through Wells Fargo Financial Leasing. The per device pricing is very comparable to the pricing received four years ago

Based on information received from all City Departments, the Purchasing and I.T. Departments are recommending the use of 35 new black & white Kyocera printers/copiers and 27 new Kyocera color printers/copiers with the following agreement terms & conditions:

- Four year term
- All maintenance and copier supplies, except paper, is included in the agreement
- Unlimited black & white prints
- Color prints will be billed quarterly on a tiered scale: 2¢ per print for low color coverage; 4¢ per print for medium color coverage; and 6¢ per print for full page color
- CTWP to provide two coin-op machines for the Library patrons

City Departments are encouraged to use the CTWP printer/copiers for the printing of all documents that do not have desktop sensitivity requirements. In addition, the printer/copiers can be used for scanning and some of the units will be equipped with faxes, if the Department requires faxing functionality. As such, these printers/copiers serve as the primary source of printing, scanning, and faxing throughout the City.

**FISCAL IMPACT:** The proposed lease payment for the 61 devices totals \$19,440 per quarter, or \$77,760 per year, and will be paid to Wells Fargo Financial Leasing, Inc. The color prints will be invoiced quarterly by CTWP with a projected usage of \$18,000 per year, making the total estimated annual printer/copier cost \$95,760.

Funding for the new printer/copier agreement in the amount of \$95,760 is available in each Department's account 2511, Other Services-Printing/Publications, of the adopted FY2018 Budget.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A FOUR-YEAR SERVICES AGREEMENT FOR PRINTER/COPIER SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$95,760, WITH CTWP OF WACO, TEXAS, AND WELLS FARGO FINANCIAL LEASING, INC.; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the City's current four-year agreement for printer/copier services with CTWP and Wells Fargo Financial Leasing, Inc. expires October 31, 2017;

**Whereas,** Staff is recommending the lease of 35 black & white Kyocera printers/copiers and 27 color Kyocera printers/copiers;

**Whereas,** under the agreement, CTWP will provide the following:

- 4-year term;
- All maintenance and copier supplies, except paper;
- Unlimited black & white prints;
- Color prints will be billed quarterly on a tiered scale: 2¢ per print for low color coverage; 4¢ per print for medium color coverage; and 6¢ per print for full page color;
- Two coin-op machines for Library patrons;

**Whereas,** funding for the new printer/copier agreement, in the annual amount of \$95,760 is available and all departments have budgeted for this expense 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 4-year agreement in an estimated annual amount of \$95,760, with CTWP of Waco, Texas and Wells Fargo Financial Leasing, Inc., for printer/copier 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(F)  
Consent Agenda  
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### **DEPT./DIVISION SUBMISSION & REVIEW:**

Chuck Ramm, Assistant Director, Parks and Recreation

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing into a services agreement with the Amateur Softball Association District 17, in the estimated annual amount of \$50,000 for officiating and scorekeeping services as contracted for various sporting events.

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

**ITEM SUMMARY:** ASA District 17 provides officials for adult softball and kickball leagues, and scorekeepers for basketball, sports tournaments and the Corporate Challenge.

Beginning in FY 2013, the majority of all official payments began running through the ASA District 17, and the association in turn pays the contracted officials. This approach is much simpler for the City as it prevents the need to process payments to a multitude of individual officials and scorekeepers on a monthly basis.

**FISCAL IMPACT:** Funding has been included in the FY 2018 Operating Budget for officiating and scorekeeping services with ASA as well as other sports officiating services. Details of the allocation of the services for FY 2018 are shown below.

Services Agreement	Account #	Budget
Officiating & Scorekeeping	110-3291-551-2513	\$7,280
Officiating & Scorekeeping	110-3292-551-2513	\$73,262
Total Officiating & Scorekeeping		\$80,542

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICES AGREEMENT WITH THE AMATEUR SOFTBALL ASSOCIATION DISTRICT 17, IN THE ESTIMATED ANNUAL AMOUNT OF \$50,000, FOR OFFICIATING AND SCOREKEEPING SERVICES FOR VARIOUS SPORTING EVENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Parks and Recreation Department uses the Amateur Softball Association (ASA) District 17 to provide officials for adult softball and kickball leagues, and scorekeepers for basketball, sports tournaments and the Corporate Challenge;

**Whereas**, beginning fiscal year 2013, the majority of all officials' payments began running through the ASA District 17 Association who in turn pays the contracted officials – the City has found this approach much simpler as it prevents the processing of multiple payments to multiple people;

**Whereas**, Staff recommends Council authorize a services agreement with ASA District 17 for officiating/scorekeeping services;

**Whereas**, funding is available in the fiscal year 2018 budget and in Account Nos. 110-3291-551-2513 and 110-3292-551-2513; 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 services agreement with Amateur Softball Association District 17, in an estimated annual amount of \$50,000, for officiating and scorekeeping services for various sporting events.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(G)  
Consent Agenda  
Page 1 of 1

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

Lisa Sebek, Director of Solid Waste Services  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to the service agreement for the sale of scrap metal for FY2018 with Temple Iron & Metal, a division of Bell County Iron & Recycling, of Temple.

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

**ITEM SUMMARY:** The extension of this service agreement will provide for the continued generation of revenues from the sale of scrap metals during FY2018.

On September 18, 2014, Council authorized an annual contract with Temple Iron and Metal for the sale of scrap metal. The pricing the City receives for the sale of scrap metal is based on a percentage of the American Metals Market (AMM) index and Steel Mill Pricing quotes. The payment structure to the City is based on a percentage of published market indexes as stated in the detailed Bid Tabulation attached to the September 18, 2014, Council Agenda Item Memorandum Item #4(I).

The current agreement expires on September 30, 2017. The original bid allowed for four additional one-year renewals. In order to renew the contract, the vendors must agree to hold their pricing structure firm for an additional year, which they are willing to do.

Staff is satisfied with the services provided by Temple Iron and Metal and recommends Council authorize an extension to the contract. This will be the third renewal available under this contract, with one year remaining.

**FISCAL IMPACT:** It is estimated that revenues generated from the sale of scrap metal for FY 2018 will total approximately \$5,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH TEMPLE IRON AND METAL, A DIVISION OF BELL COUNTY IRON AND RECYCLING, OF TEMPLE, TEXAS FOR THE SALE OF SCRAP METAL FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 18, 2014, Council authorized an annual service agreement for the sale of scrap metal to Temple Iron and Metal;

**Whereas**, the current agreement expires September 30, 2017 and the original bid allowed for four additional one-year renewals in which the vendors must agree to hold their pricing structure firm for an additional year, which it is willing to do;

**Whereas**, the payment structure to the City is based on a percentage of published market indexes with the pricing received for scrap metal being based on a percentage of published market indexes;

**Whereas**, Staff is satisfied with the services provided by Temple Iron and Metal and recommends Council authorize a one-year renewal to the service agreement - this will be the third renewal authorized under this agreement, with one renewal remaining;

**Whereas**, it is estimated that revenues generated from the sale of scrap metal for fiscal year 2018 will total approximately \$5,000; 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 service agreement with Temple Iron and Metal of Temple, Texas, for the sale of scrap metal 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

---

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(H)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a two-year extension to the services agreement, in the estimated annual amount of \$50,000 for the purchase of on-site fuel with Triple S Fuels/Petroleum of Austin.

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

**ITEM SUMMARY:** The approval of this contract renewal will allow for the continued purchase and delivery of on-site fuel (gasoline and diesel) through September 30, 2019.

Sammons Golf Links and the Draughon-Miller Central Texas Regional Airport each have two fuel tanks, one tank of unleaded fuel and one tank of diesel. In addition, the City has 14 diesel generators located throughout the City that require periodic fueling.

On December 10, 2013, Council awarded an annual purchase agreement to Triple S Fuels/Petroleum with the right to extend the contract for two additional two-year periods. The current agreement will expire on September 30, 2017. Triple S's proposed rate is 23¢ and 25¢ over OPIS for unleaded and diesel, respectively. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional two years, which they are willing to do.

Staff has been pleased with the service provided by Triple S over the past several years and recommends that Council authorize an extension to the agreement. This will be the second and final two-year renewal available under the contract. The purchase agreement will commence on October 1, 2017, and continue through September 30, 2019.

**FISCAL IMPACT:** Departments have budgeted for on-site fuel in several accounts in the adopted FY2018 Budget. The estimated annual expenditure of \$50,000 is based on historical expenditures.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A TWO-YEAR RENEWAL TO THE SERVICES AGREEMENT WITH TRIPLE S FUELS/PETROLEUM (A DIVISION OF TEXAS ENTERPRISES, INC.) OF AUSTIN, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$50,000, FOR THE PURCHASE OF ON-SITE FUEL FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** Sammons Golf Links and the Draughon-Miller Central Texas Regional Airport each have two fuel tanks – one tank of unleaded fuel and one tank of diesel fuel;

**Whereas,** the City has 14 diesel generators located throughout the City that require periodic fueling;

**Whereas,** on December 10, 2013, Council awarded an annual services agreement to Triple S Fuels/Petroleum (a division of Texas Enterprises, Inc.) with the right to renew the agreement for two additional two-year renewal periods;

**Whereas,** in order to renew the agreement, the vendor must agree to hold its prices firm for an additional two years, which it is willing to do - Staff has been pleased with the service provided by Triple S Fuel over the past several years;

**Whereas,** the current agreement expires September 30, 2017 and Staff is recommending Council authorize a two-year renewal to the services agreement with Triple S Fuels/Petroleum of Austin, Texas in the estimated annual amount of \$50,000 for the purchase of on-site fuel for fiscal year 2018;

**Whereas,** Triple S Fuel's proposed rate will continue to be 23¢ and 25¢ over OPIS for unleaded and diesel, respectively;

**Whereas,** on-site fuel is budgeted in several departmental accounts in the adopted fiscal year 2018 operating 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 two-year renewal to the services agreement with Triple S Fuels/Petroleum of Austin, Texas in the estimated annual amount of \$50,000 for the purchase of on-site fuel 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(I)  
Consent Agenda  
Page 1 of 1

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

Kayla Landeros, City Attorney  
Mitch Randles, Fire Chief

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a lease agreement with American Medical Response Ambulance Service, Inc., for lease of property located at 2986 Thornton Lane, Temple.

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

**ITEM SUMMARY:** American Medical Response Ambulance Service, Inc. ("AMR") has requested to lease City property located at 2986 Thornton Lane. On October 1, 2017, AMR will be taking over the provision of emergency medical services ("EMS") in the City of Temple. City Staff currently occupy the building, but other space has been identified for those employees.

The lease term will commence on September 26, 2017. The initial term of the proposed lease is six years with the option to renew for three additional, three-year periods. The EMS Agreement between the City and AMR provides for the same term.

The proposed rental rate is \$2,152.50 per month. The square footage of the building is 2,870 square feet. The City currently leases various office and building spaces at rates ranging from \$0.55/square foot to \$1.00/square foot. Staff believes that a rate of \$0.75/square foot for the building is fair based on the size and condition of the building.

AMR will be responsible for all utilities during the lease term. AMR will be responsible for maintenance and repair of the facility except that the City will be responsible for the maintenance and repair of the roof, foundation, HVAC systems, and structural soundness of the exterior and interior walls. The City will pay the upfront costs of any repair or maintenance; AMR will be responsible for reimbursing the first \$10,000 of the cost of such repair or maintenance. Any cost for which AMR is responsible may be paid over the next 12 rental payments following completion of the work.

Staff recommends authorization of this lease agreement.

**FISCAL IMPACT:** AMR will pay rent in the amount of \$2,152.50 per month which will be deposited into City Leases revenue account 110-0000-461-0253.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A LEASE AGREEMENT WITH AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., FOR LEASE OF PROPERTY LOCATED AT 2986 THORNTON LANE, TEMPLE, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** American Medical Response Ambulance Service, Inc. (“AMR”) has requested to lease the property located at 2986 Thornton lane as AMR will be taking over the provision of emergency medical services (“EMS”) in the City of Temple on October 1, 2017;

**Whereas,** this lease will commence on September 26, 2017 and the initial term of the proposed lease is six years with the option to renew for three additional, three-year periods – the EMS agreement between the City and AMR provides for the same terms;

**Whereas,** the building is approximately 2,870 square feet and AMR will pay a rental rate of \$2,152.50 per month - the City currently leases various office and building spaces at rates ranging from \$0.55 per square foot to \$1 per square foot and Staff believes that a rate of \$0.75/square foot for this building is fair based on the size and condition of the building;

**Whereas,** AMR will be responsible for all utilities during the lease term, as well as maintenance and repairs to the facilities – the City will be responsible for maintenance and repair of the roof, foundation, HVAC system, and structural soundness of the exterior and interior walls;

**Whereas,** the City will pay the upfront costs of any repair or maintenance and AMR will be responsible for reimbursing the first \$10,000 of the cost of such repair or maintenance - any cost for which AMR is responsible may be paid over the next 12 rental payments following completion of the work;

**Whereas,** AMR will pay rent in the amount of \$2,152.50 per month which will be realized in Account No. 110-0000-461-0253; 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 lease agreement with American Medical Response Ambulance Services, Inc. for property located at 2986 Thornton Lane, effective September 26, 2017 at a lease rate of \$2,152.50 per month.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(J)  
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 between the City of Temple and the Temple Economic Development Corporation for the conveyance of an 11.018 acre tract of land legally described as Lot 3, Block 2 of the Final Plat of Enterprise Business Park, Phase II.

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

**ITEM SUMMARY:** The Temple Economic Development Corporation (TEDC) has identified an economic development prospect who desires to acquire property in Temple's Enterprise Park. The prospect is planning to construct new real property improvements with a projected total capital investment is \$7,870,000 and the creation of 56 jobs over five years.

TEDC has requested that the City convey to it property located along Eberhardt Road and legally described as Lot 3, Block 2 of the Final Plat of Enterprise Business Park, Phase II. The City may convey the property to TEDC pursuant to Chapter 272 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code because the property is located in the City of Temple's Tax Increment Financing Reinvestment Zone #1 and the City desires that the property be developed in accordance with the Reinvestment Zone's Project Plan. TEDC plans to enter into an economic development agreement with the prospect mentioned above.

**FISCAL IMPACT:** At the present time, the property is exempt from property taxes, and it will remain so under the ownership of TEDC. When the property is conveyed for a commercial purpose, it will be added back to the property tax rolls.

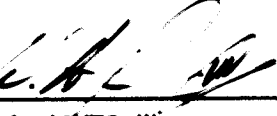
The City's cost basis for the land is \$95,529.70 for the 11.018 acres described as Lot 3, Block 2 of Enterprise Business Park, Phase II.

### **ATTACHMENTS:**

[Final Plat of Enterprise Business Park, Phase II  
Resolution](#)

STATE OF TEXAS  
COUNTY OF BELL

THE CITY OF TEMPLE, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS ENTERPRISE BUSINESS PARK, PHASE II, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC FOR EVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

BY:   
WILLIAM A. JONES, III  
MAYOR, CITY OF TEMPLE

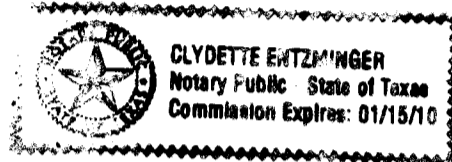


STATE OF TEXAS  
COUNTY OF BELL

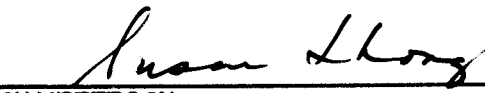
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM A. JONES, III, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF April, 2006.

  
CLYETTE FITZMAURICE  
NOTARY PUBLIC, STATE OF TEXAS



THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS 26 DAY OF April, 2006.

  
SUSAN LONG  
CHAIRPERSON

  
JACK WEAVER  
SECRETARY

#### AFFIDAVIT:

The Tax Appraisal District of Bell County, the taxing authority for all taxing entities in Bell County, Texas, does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this 28th day of April, 2006 A.D.

By:   
TAMMIE T. SCHAEFER  
Bell County Tax Appraisal District

#### RECORDATION INFORMATION:

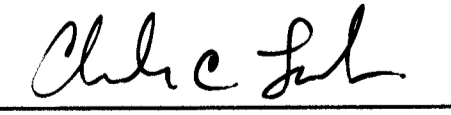
PLAT RECORDED IN CABINET D, SLIDE 112D  
PLAT RECORDS OF BELL COUNTY, TEXAS

DEDICATION RECORDED IN VOLUME        PAGE         
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BELL COUNTY, TEXAS

FILED THIS 28th DAY OF April, 2006

STATE OF TEXAS  
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT; THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

  
CHARLES C. LUCKO, R.P.L.S.  
DATE SURVEYED: March 9, 2006  
REGISTRATION NO. 4636



## FINAL PLAT OF ENTERPRISE BUSINESS PARK, PHASE II

WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS,  
BEING A REPLAT OF LOTS 1 THROUGH 3, BLOCK 1 AND LOT 2, BLOCK 2 OF ENTERPRISE BUSINESS PARK  
AND A REPLAT OF LOT 1, BLOCK 1 OF ENTERPRISE WEST SUBDIVISION.

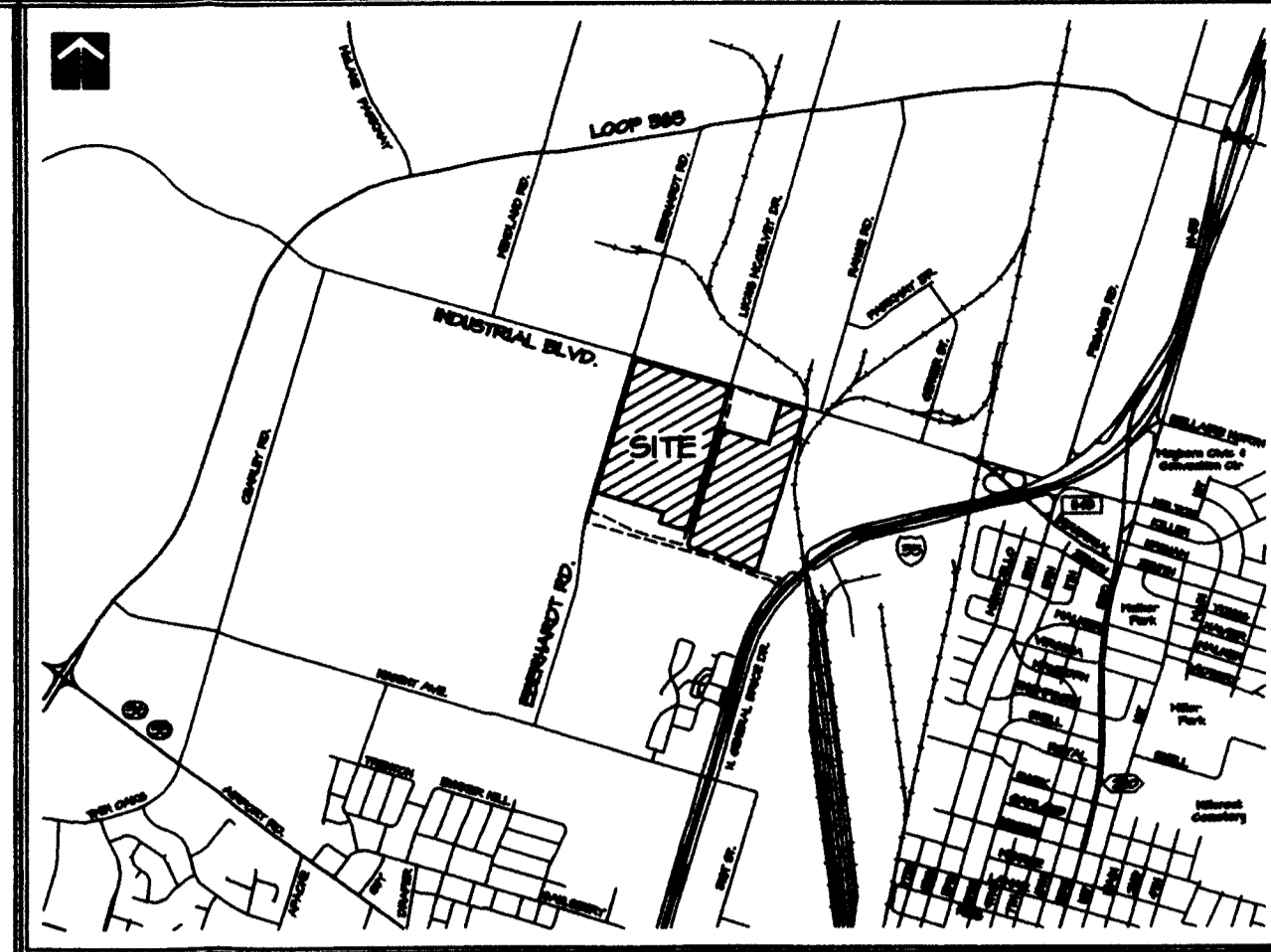
Being part of the ELIZABETH BERRY SURVEY, ABSTRACT NO. 36, in the City of Temple, Bell County, Texas, and being all of LOTS 1 through 3, BLOCK 1 and LOT 2, BLOCK 2 of ENTERPRISE BUSINESS PARK, a subdivision of record in Cabinet C, Slide 344-C of the Plat Records of Bell County, Texas, and being all of LOT 1, BLOCK 1 of ENTERPRISE WEST SUBDIVISION, a subdivision of record in Cabinet D, Slide 53-C of said Plat Records.

This Subdivision Plat is to accompany a metes and bounds description of the herein shown 114.700 acre tract.

#### OWNER:

The City of Temple, Texas  
William A. Jones, III, Mayor

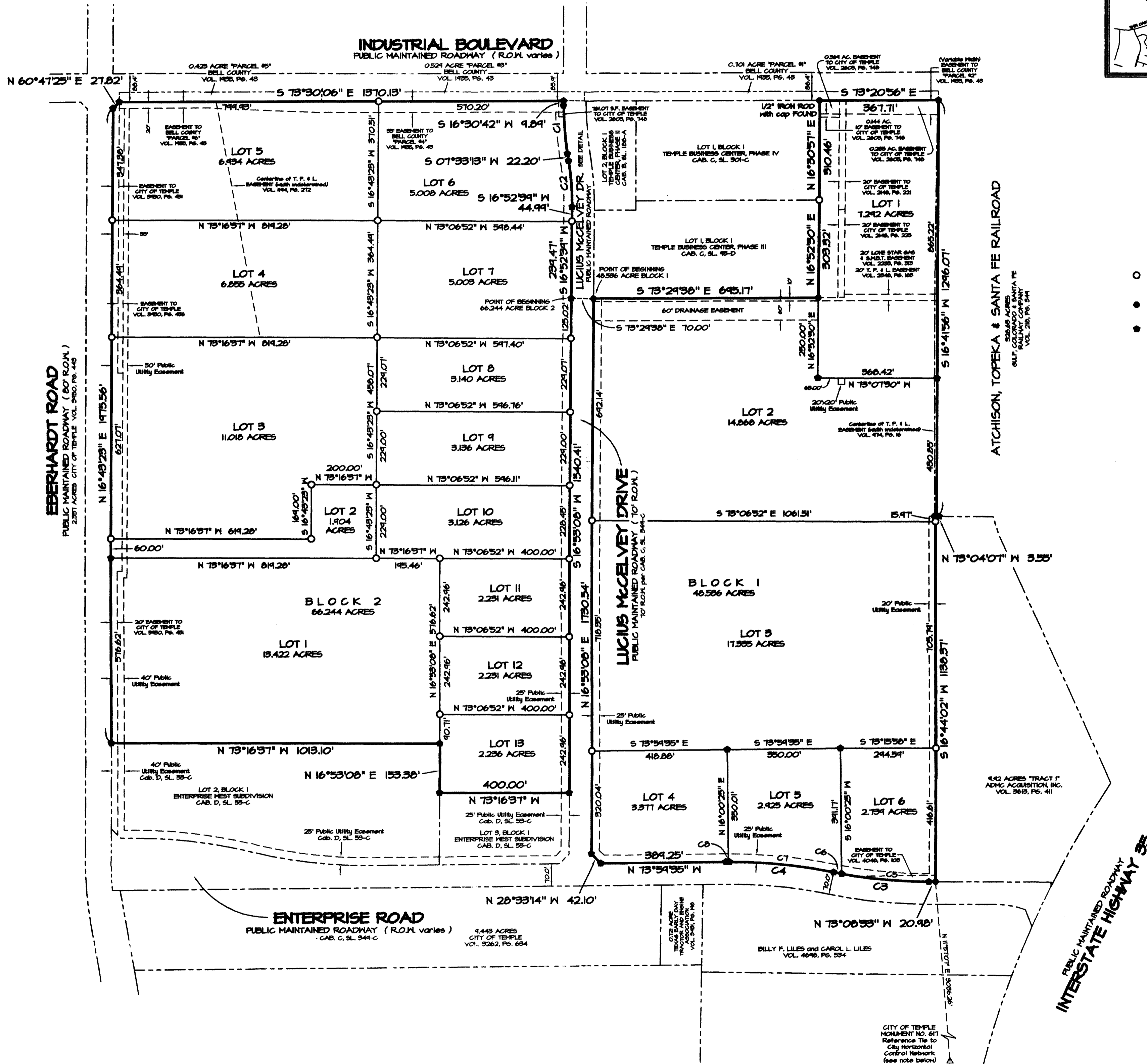
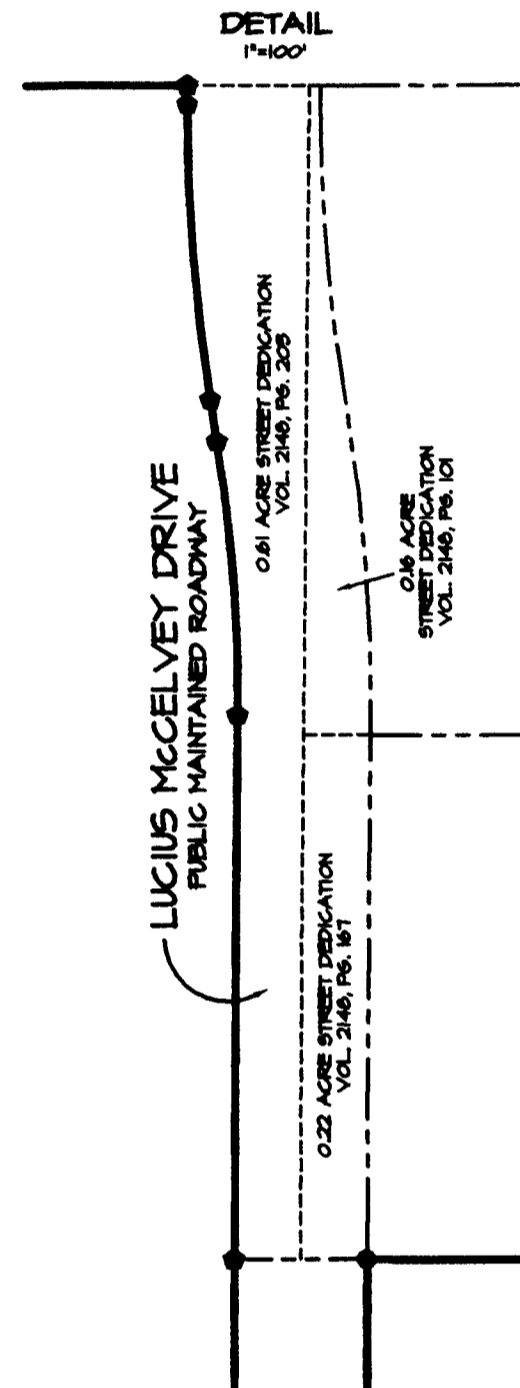
LOTS - NINETEEN (19)  
BLOCKS - TWO (2)  
AREA - 114.700 ACRES



VICINITY MAP



- DENOTES 5/8" IRON ROD WITH CAP MARKED "ALL COUNTY" SET UNLESS NOTED OTHERWISE
- DENOTES 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
- DENOTES 5/8" IRON ROD WITH CAP FOUND



Based upon what can be scaled from the graphics shown on Federal Insurance Rate Map (FIRM), Community Panel No. 480084 0002 D, dated January 3, 1995, the above shown property does not appear within the "Special Flood Hazard Area", and appears to be situated in Zone C. This Flood statement does not imply that this tract will never flood, nor does it create any liability in such event on the part of this surveyor or company.

This project is referenced to the City of Temple Coordinate System, an extension of the Texas Coordinate System of 1983, Central Zone. All distances are horizontal surface distances and all bearings are grid bearings. All coordinates are referenced to City Monument No. 617. The basic angle at City Monument No. 617 is 01°52'33". The combined correction factor (CCF) is 0.00000. Grid distance = Surface distance x CCF. Geocentric north = grid north + theta angle. Published City coordinates for City Monument No. 617 are N 10°56'46.54" E 5,228,585.52. Reference tie from City Monument No. 617 to the southeast corner of said 46.396 acre BLOCK 1 is N 11°17'07" E 5,056,266 feet.

NO.	RADIUS	DELTA	ARC	CHORD	CHORD DIR.
C1	450.00	09°16'14"	153.14	154.97	S 11°52'33" W
C2	257.43	09°36'31"	143.88	143.71	S 12°03'11" W
C3	1465.00	11°33'56"	245.73	245.23	N 67°21'35" W
C4	1535.00	12°24'54"	332.65	332.00	N 67°41'05" W

NO.	RADIUS	DELTA	ARC	CHORD	CHORD DIR.
C5	1465.00	10°34'07"	270.23	264.25	N 67°51'50" W
C6	1465.00	00°34'50"	25.50	25.50	N 62°04'31" W
C7	1555.00	12°15'47"	321.65	321.08	N 67°41'50" W
C8	1555.00	00°11'12"	5.00	5.00	N 73°53'54" W

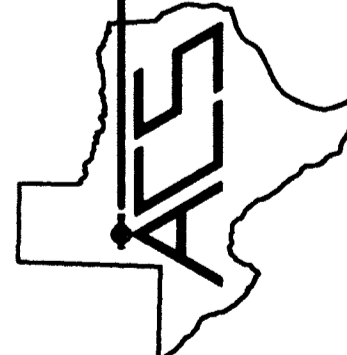
FINAL PLAT OF

ENTERPRISE BUSINESS PARK, PHASE II

WITHIN THE CITY OF TEMPLE,  
BELL COUNTY, TEXAS

ALL COUNTY SURVEYING, INC.

1303 South 21st Street, Temple, Texas 76504  
(254) 718-2272 FAX (254) 714-7608



Job No: 996442

Date: 3-4-06

Scale: 1" = 200'

Drawing By: 996442P

Drawn By: JMB

Plot Date: 4-6-06

Plot: 498710, 498904, 498974, 498977

Copyright 2006 All County Surveying, Inc.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE TEMPLE ECONOMIC DEVELOPMENT CORPORATION FOR CONVEYANCE OF AN APPROXIMATELY 11.018 ACRE TRACT OF LAND LEGALLY DESCRIBED AS LOT 3, BLOCK 2 OF THE FINAL PLAT OF ENTERPRISE BUSINESS PARK, PHASE II; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Temple Economic Development Corporation (TEDC) has identified an economic development prospect who desires to acquire property in Temple's Enterprise Park area – the prospect is planning to construct new real property improvements with a projected total capital investment of approximately \$7,870,000, and the creation of approximately 56 jobs over five years;

**Whereas**, TEDC has requested that the City convey to it property located along Eberhardt Road and legally described as Lot 3, Block 2 of the Final Plat of Enterprise Business Park, Phase II;

**Whereas**, the City may convey the property to TEDC pursuant to Chapter 272 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code because the property is located in the City of Temple's Tax Increment Financing Reinvestment Zone No. 1 and the City desires that the property be developed in accordance with the Reinvestment Zone's Project Plan;

**Whereas**, TEDC plans to enter into an economic development agreement with the prospect mentioned above;

**Whereas**, Staff recommends Council authorize an Economic Development Agreement between the City of Temple and TEDC for the conveyance of an approximately 11.018 acre tract of land legally described as Lot 3, Block 2 of the Final Plat of Enterprise Business Park, Phase II;

**Whereas**, at the present time, the property is exempt from property taxes, and it will remain so under the ownership of TEDC - when the property is conveyed for a commercial purpose, it will be added back to the property tax rolls; 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 the Temple Economic Development Corporation for the conveyance of an approximately 11.018 acre tract of land legally described as Lot 3, Block 2 of the Final Plat of Enterprise Business Park, Phase II.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(K)  
Consent Agenda  
Page 1 of 2

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

Kayla Landeros, City Attorney  
Christina Demirs, Deputy City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an amendment to the professional services agreement with Haley & Olson, P.C., to increase the not to exceed amount from \$60,000 to \$190,000, for the provision of legal services associated with various condemnation proceedings.

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

**ITEM SUMMARY:** Over the last several months, the City Council has authorized the use of eminent domain on certain properties which are necessary for many City infrastructure improvement projects.

Due to the number of properties initially needed, Council authorized a professional services agreement with Haley & Olson, P.C of Waco to provide legal services associated with the condemnation proceedings. On September 15, 2016, Council authorized the initial professional services agreement with a do not exceed amount of \$30,000. On June 15, 2017, Council authorized an amendment increasing the do not exceed amount to \$60,000.

The City was able to ultimately reach agreements with some of the property owners and avoid condemnation. However, as negotiations have progressed on these infrastructure projects, ongoing and anticipated properties require the need for additional condemnation legal services.

Below is a table outlining the dollar amount spent as well as an estimated dollar amount needed to complete acquisition of the required rights of way and easements.

Project Description	To Date Total	Estimated Amount Needed
Research Parkway	\$ 7,489	\$ 50,000
Santa Fe Plaza	11,042	1,000
Santa Fe Market Trail/MLK Fields	18,465	5,000
Outer Loop 3B	24,506	12,000
Leon River WWL	9,245	7,000
Birdcreek WWL Ph.5/Shallow Ford Lift Station	1,222	5,000
Prairie View Road Expansion Ph. 2	250	7,500
Charter Oak WL	0	15,000
Hogan Road	0	15,000
<b>Total</b>	<b>\$ 72,219</b>	<b>\$ 117,500</b>

At this time, Staff is seeking authorization for an amendment to the professional services agreement with Haley & Olson, P.C., to increase the not to exceed amount from \$60,000 to \$190,000. Haley & Olson will bill for services on an hourly basis. Staff will continue to negotiate with property owners in the hopes of coming to agreed settlements.

**FISCAL IMPACT:** Funding for the amendment to the professional services agreement with Haley & Olson, P.C. for legal services associated with various eminent domain proceedings is available as shown below:

Project Description	Account #	Project #
Charter Oak WL	520-5900-535-6110	100608
Leon River Trunk Sewer	561-5400-535-6941	100851
Hogan Road	365-3400-531-6857	100952
Research Parkway	795-9800-531-6864	101001
Santa Fe Plaza	795-9500-531-6870	101008
Outer Loop, Phase III	365-3400-531-6813	101121
Birdcreek Interceptor	520-5900-535-6110	101213
Prairie View Road, Phase II	365-3400-531-6862	101257
Santa Fe Trail/MLK Festival Grounds	795-9500-531-6566	101262

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALEY & OLSON, P.C. OF WACO, TEXAS, TO INCREASE THE NOT TO EXCEED AMOUNT FROM \$60,000 TO \$190,000, FOR THE PROVISION OF LEGAL SERVICES ASSOCIATED WITH VARIOUS CONDEMNATION PROCEEDINGS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, over the last several months, Council has authorized the use of eminent domain on certain properties which are necessary for many City infrastructure improvement projects;

**Whereas**, due to the number of properties initially needed, Council authorized a professional services agreement with Haley & Olson, P.C. to provide legal services associated with the condemnation proceedings;

**Whereas**, on September 15, 2016, Council authorized the initial agreement in an amount not to exceed \$30,000 and then on June 15, 2017, Council authorized an amendment increasing the not to exceed amount to \$60,000;

**Whereas**, the City was ultimately able to reach agreements with some of the property owners and avoid condemnation, however, as negotiations have progressed on these infrastructure projects, ongoing and additional properties now require the need for condemnation legal services;

**Whereas**, Staff recommends Council authorize an amendment to the professional services agreement with Haley & Olson, P.C., to increase the not to exceed amount from \$60,000 to \$190,000;

**Whereas**, Haley & Olson will bill for services on an hourly basis and Staff will continue to negotiate with property owners in the hopes of coming to agreed settlements;

**Whereas**, funding is available for this contract amendment in the following accounts:

Project Description	Account No.	Project No.
Charter Oak WL	520-5900-535-6110	100608
Leon River Trunk Sewer	561-5400-535-6941	100851
Hogan Road	365-3400-531-6857	100952
Research Parkway	795-9800-531-6864	101001
Santa Fe Plaza	795-9500-531-6870	101008
Outer Loop, Phase III	365-3400-531-6813	101121
Birdcreek Interceptor	520-5900-535-6110	101213
Prairie View Road, Phase II	365-3400-531-6862	101257
Santa Fe Trail/MLK Festival Grounds	795-9500-531-6566	101262

**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 to the professional services agreement with Haley & Olson, P.C., to increase the not to exceed amount from \$60,000 to \$190,000 for the provision of legal services associated with various condemnation proceedings.

**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 **21<sup>st</sup>** 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

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09/21/17  
Item #3(L)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a contract for professional services with Kasberg, Patrick and Associates, LP, in an amount not to exceed \$734,500 for a City-wide Drainage Assessment & Modeling Project.

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

**ITEM SUMMARY:** On December 15, 2016, the City updated drainage fee rates for residential and commercial customers to provide funding capacity for drainage capital projects. Four capital projects are underway to address capital needs throughout the City. Identification and prioritization of additional capital needs is required to begin developing future project scopes and cost estimates.

Under this professional services agreement KPA will provide services to implement Phase 1 of the assessment. Phase 1 will focus on three of Temple's largest drainage basins. The Bird Creek basin is very developed, heavily encroached, and presents challenges to address erosion and cumulative upstream development impacts. The Pepper Creek and Friars Creek basins are current hotspots for planning and construction; updates to stream models and regional detention recommendations are key at this time.

Hydrology and stream models will be updated with recent development, ongoing construction, and planned projects. Detention ponds and other capital projects will be recommended with emphasis on reducing flood risks to structures, roadway overtopping, and additional areas with known histories of flood impacts. FEMA Flood Insurance Rate Maps will be updated as appropriate. Impediments to access of streams and creeks will be assessed; identified solutions may recommend additional capital projects. A subset of capital projects from the 2009 master plan update will be prioritized and updated with preliminary engineering and current OPC's to support budget planning in late spring.

Time required for the proposed work is 420 calendar days. Professional services include the following tasks and costs:

Regional stream & pond models	\$ 307,500
Regional pond recommendations	\$ 48,000
Develop capital projects (flood risk)	\$ 153,000
Update flood insurance maps	\$ 175,000
Develop capital projects (stream access)	\$ 51,000
<b>TOTAL</b>	<b><u>\$ 734,500</u></b>

**FISCAL IMPACT:** A budget adjustment is being presented to Council for approval to appropriate funding for the professional services agreement with KPA for a City-Wide Drainage Assessment & Modeling Project in an amount not to exceed \$734,500. Funding will be available in account 292-2900-534-6510, project 101777 as follows:

Project Budget	\$	-
Budget Adjustment		734,500
Encumbered/Committed to Date		-
Professional Services Agreement - KPA		(734,500)
Remaining Funds Available	\$	-

**ATTACHMENTS:**

[Engineer's Proposal](#)  
[Drainage Basins Map](#)  
[Budget Adjustment](#)  
[Resolution](#)



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

## KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

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 31, 2017

Mr. Don Bond, P.E., CFM  
3210 E. Avenue H  
Building A  
Temple, Texas 76501

Re: City of Temple  
Drainage Modeling Assessment, Phase One

Dear Mr. Bond:

At the request of the City of Temple, we are submitting this proposal for the above referenced project. Phase One will encompass Pepper Creek, Bird Creek and Friars Creek watersheds. The project will provide regional stream and regional pond models, recommend regional detention pond locations and sizing, identify projects to mitigate structural and property flooding along creeks, identify projects to mitigate roadway crossings at creeks, update National Flood Insurance Program (NFIP) Flood Insurance Rate Maps (FIRM) and propose solutions to address inaccessible streams and creeks for city maintenance. In addition, Kasberg, Patrick and Associates staff (KPA) and city staff will select focus areas of concern related to properties flooding outside of creek flood plains.

The final deliverables will include current (2017) and future anticipated hydrologic and hydraulic flood plain models in HEC-HMS and HEC-RAS formats, letter of map revisions (LOMR) for each watershed as approved by the Federal Emergency Management Agency (FEMA), updated watershed boundary map for each of the studied watersheds and opinions of probable costs (OPC) for previously mentioned mitigation projects based on limited preliminary engineering within a 10-year implementation window for budgeting purposes. The timeframe for Phase One ranges from eight months for the OPCs to time of completion for FEMA review and approval of LOMRs, which can be as long as 1 to 3 years.

KPA will perform all work and prepare deliverables in accordance with the City of Temple Drainage Criteria and Design Manual (DCDM).

KPA will perform quality assurance (QA/QC) on all deliverables associated with the project.

The following services will be performed:

I. PROVIDE REGIONAL STREAM & POND MODELS

Use U.S. Army Corps of Engineers, Hydrologic Engineering Center, Hydrologic Modeling System (HEC-HMS) and River Analysis Systems (HEC-RAS) Computer Programs

- A. Data Collection - Obtain and review any existing data from the City and other entities that may have record documents and are allowed to release the information. Data collections may include video reconnaissance via use of a drone flown by an FAA licensed non-manned aircraft pilot, physical measurement of drainage structures and elevations and photographs of existing structures and existing vegetation conditions to develop and support Manning's roughness coefficients along streams.
- B. Drainage Map – identify and delineate sub-basins with each watershed that are of similar size or have hydrologic purpose, such as at tributary confluences.
- C. Drainage Parameters – develop sub-basin descriptive attributes, such as basin areas, reach lengths, junction points, Soil Conservation Service (SCS) Runoff Curve Numbers, and Lag Times.
- D. Detention Pond Parameters – develop time-series data including storage-discharge and elevation-storage function tables.
- E. Meteorological Modes – develop SCS precipitation for 100-year (1% annual exceedance chance per year), 25-year (4% chance), 10-year (10% chance), 2-year (50% chance) and 500-year (0.2% chance) storm events.
- F. Peak Flow Rates – compute and review peak flow rates at each hydrologic element and provide a summary table of peak flows.
- G. Terrain Model – develop horizontal and vertical projection from geographic information system (GIS) shapefile data provided by the City and generate topographic model.
- H. Assign Manning's N-Values – set runoff roughness coefficients based on current (2017) and future developed conditions using City of Temple's Land Use Plan. Agricultural zoned areas that are known for future development will be revised accordingly.
- I. Aerial References – add aerial photometric backgrounds for better location and reference visualization.
- J. Geometric Model – develop geometric models for cross sections, bridges, culverts.
- K. Flow Data – create steady flow data file based on HEC-HMS at key locations.
- L. Water Surface Elevations (WSEL) – compute and review peak flow rates at each cross section and in-stream structure.
- M. Update Watershed Boundaries – provide a map and revise as necessary the watershed boundaries based on current GIS shapefile contour data.

II. RECOMMEND REGIONAL DETENTION PONDS

- A. Regional Ponds – provide HEC-HMS and HEC-RAS models that include recently constructed regional detention ponds, such as ones located near McLane Parkway and Cross Roads Park.
- B. Propose Regional Pond Locations – identify effective locations and preliminarily size regional ponds for each watershed in Phase One.
- C. OPCs – prepare and provide preliminary probable cost estimates for each pond.

D. Recommendations – prepare and provide implementation guidance based on engineering analysis based on pond comparison of current NFIP FIRM versus future developed condition NFIP FIRM potential. Provide recommendations to the City of Temple Drainage Criteria and Design Manual related to improved drainage criteria language. Implementing drainage criteria improvements are not part of this scope of work and would require additional services.

### III. IDENTIFY PROJECTS TO MITIGATE STRUCTURAL FLOODING ALONG CREEKS

A. Identify Structures Within 100-year Flood Plain – using updated HEC-HMS and HEC-RAS models, locate residential and non-residential structures within the proposed FIRM flood plains. FEMA FIRM review models are based on current conditions at the time of preparing the model. The FEMA review models are not based on future conditions or proposed projects. Future FIRM revisions are necessary after future improvement projects are complete and functional.

B. Propose New Mitigation Projects – identify effective project locations and project types of to reduce numbers of structures at risk of creek flooding.

C. OPCs - prepare and provide preliminary probable cost estimates for each project.

D. Recommendations – prepare and provide project implementation guidance based on engineering analysis.

### IV. IDENTIFY PROJECTS TO MITIGATE ROADWAY OVERTOPPING ALONG CREEKS

A. Identify Roadway Overtopping Within 100-year Flood Plain – using updated HEC-HMS and HEC-RAS models, locate roadway overtopping at bridges and culverts within the proposed FIRM flood plains. FEMA FIRM review models are based on current conditions at the time of preparing the model. The FEMA review models are not based on future conditions or proposed projects. Future FIRM revisions are necessary after future improvement projects are complete and functional.

B. Propose New Mitigation Projects – identify effective project locations and project types to reduce numbers of roadways at risk of overtopping due to creek flooding.

C. OPCs - prepare and provide preliminary probable cost estimates for each project.

D. Recommendations – prepare and provide project implementation guidance based on engineering analysis.

### V. IDENTIFY PROJECTS TO MITIGATE PROPERTY FLOODING ALONG CREEKS AND OUTSIDE OF CREEKS

A. Identify Property Flooding Within and Outside of Flood Plain - using updated HEC-HMS and HEC-RAS models, locate flooded structures within the proposed FIRM flood plains. Collaborate with City staff regarding identifying structures at risk of flooding for one or more areas with a limit of total drainage area(s) not to exceed 1 square mile outside of flood plains. Engineering analysis will include traditional preliminary engineering techniques examining record drawings provided by the City and proposing drainage improvements. FEMA FIRM review is based on current conditions at the time of preparing FEMA review models. The FEMA review models are not based on future conditions or proposed projects. Future FIRM revisions are necessary after future improvement projects are complete and functional.

- B. Propose New Mitigation Projects – identify effective project locations and project types to reduce numbers of property at risk of flooding due to creek flooding using HEC-RAS.
- C. OPCs - prepare and provide preliminary probable cost estimates for each project.
- D. Recommendations – prepare and provide project implementation guidance based on engineering analysis.

#### VI. UPDATE NFIP FIRM MAPS

- A. Current Flood Insurance Studies (FIS) – obtain current NFIP FIRM FIS that are readily available from FEMA and easily importable (useable) in current computer modeling programs. If pre-project modeling are not found to be useable (non-HEC data files and drainage maps) and are not waived by FEMA for new FIRM maps, then additional services shall be required to recreate Flood Insurance Rate Studies that are decades old.
- B. FEMA Review and Response – provide timely review and responses to FEMA review comments and questions until new FIRM become adopted and effective for enforcement.
- C. FEMA Fees – pay applicable FEMA review fees.

#### VII. PROPOSE SOLUTIONS TO INACCESSIBLE STREAMS AND CREEKS

- A. List of Inaccessible Areas – confer with City drainage operations staff to identify and develop a list of areas with access concerns for maintenance work.
- B. Access resolution – develop possible solutions to improve or acquire access from public ROW.
- C. OPCs - prepare and provide preliminary probable cost estimates for each access site. ROW acquisition will be based on recent land acquisition values for acreage or square footage provided by the City.

The following scope of work for the Drainage Modeling Assessment, Phase 1 can be completed for the lump sum price of \$ 734,500. Below is a breakdown of project costs. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

REGIONAL STREAM & POND MODELS	\$ 307,500.00
RECOMMEND REGIONAL PONDS	\$ 48,000.00
IDENTIFY STRUCTURAL FLOODING PROJECTS	\$ 51,000.00
IDENTIFY ROADWAY OVERTOPPING PROJECTS	\$ 51,000.00
IDENTIFY PROPERTY FLOODING PROJECTS	\$ 51,000.00
UPDATE NFIP FIRM MAPS	\$ 175,000.00
INACCESSIBLE STREAM SOLUTIONS	\$ 51,000.00
<b>TOTAL</b>	<b>\$ 734,500.00</b>

Sincerely,

Michael C. Newman, P.E., CFM

xc: File

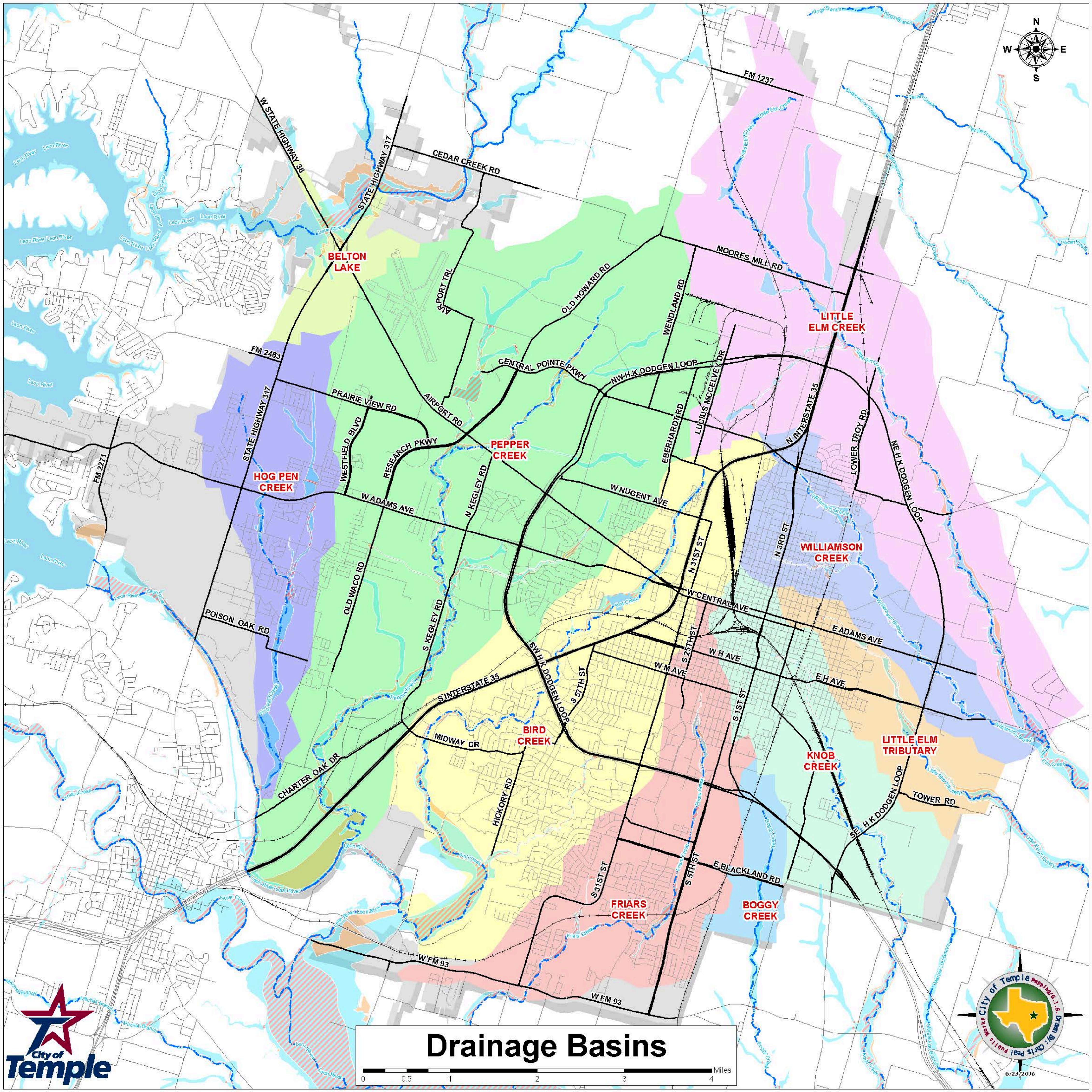
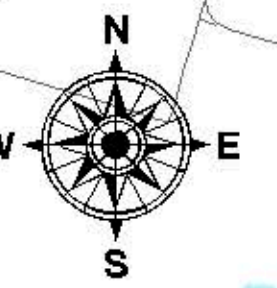


**ATTACHMENT "C"**

**Charges for Additional Services**

**City of Temple  
Drainage Modeling Assessment**

<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 75.00 – 95.00/hour
Project Manager	2.4	60.00 – 75.00/hour
Project Engineer	2.4	50.00 – 60.00/hour
Engineer-in-Training	2.4	40.00 – 50.00/hour
Engineering Technician	2.4	35.00 – 50.00/hour
CAD Technician	2.4	30.00 – 50.00/hour
Clerical	2.4	15.00 – 30.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	125.00 – 160.00/hour
Registered Public Surveyor	1.0	130.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour



FY 2017

# BUDGET ADJUSTMENT FORM

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

**Adjustments should be rounded to the nearest \$1.**

+

1

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE
292-2900-534-65-10	101777	Capital Special Projects / Drainage	\$ 734,500		
292-0000-358-11-10		Drainage Fund Undesignated Fund Balance			\$ 734,500
		DO NOT POST			
TOTAL.....			\$ 734,500		\$ 734,500

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

To appropriate Drainage Fund Unallocated Fund Balance to fund the professional services agreement with KPA for a City-wide Drainage Assessment & Modeling project in an amount not to exceed \$734,500.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

<b>x</b>	Yes
----------	-----

☐ No

DATE OF COUNCIL MEETING

9/21/2017

WITH AGENDA ITEM?

☒ Yes

☐ No

Department Head/Division Director

Date \_\_\_\_\_

☐ Approved

☐ Disapproved

## Finance

Date \_\_\_\_\_

☐ Approved

☐ Disapproved

City Manager

Date \_\_\_\_\_

☐ Approved

☐ Disapproved

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP OF TEMPLE, TEXAS, IN THE AMOUNT OF \$734,500, FOR PROFESSIONAL SERVICES RELATED TO THE CITY-WIDE DRAINAGE ASSESSMENT AND MODELING PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on December 15, 2016, the City's drainage fee rates for residential and commercial customers were updated to provide funding capacity for drainage capital projects - four capital projects are currently underway to address capital needs throughout the City;

**Whereas**, the identification and prioritization of additional capital needs is required to begin developing future project scopes and cost estimates;

**Whereas**, Kasberg, Patrick and Associates, LP (KPA) will provide professional services to implement Phase 1 of the drainage assessment which will focus on three of Temple's largest drainage basins:

- The Bird Creek basin is very developed, heavily encroached, and presents challenges to address erosion and cumulative upstream development impacts;
- The Pepper Creek and Friars Creek basins are current hotspots for planning and construction and updates to stream models and regional detention recommendations are key at this time;

**Whereas**, hydrology and stream models will continue to be updated with recent developments, ongoing construction, and planned projects;

**Whereas**, detention ponds and other capital projects will be recommended with emphasis on reducing flood risks to structures, roadway overtopping, and additional areas with known histories of flood impacts;

**Whereas**, FEMA Flood Insurance Rate maps will be updated as appropriate and impediments to access of streams and creeks will be assessed and identified solutions may recommend additional capital projects;

**Whereas**, funds are available for this agreement with KPA, but an amendment to the fiscal year 2017 budget needs to be approved to appropriate funding to Account No. 292-2900-534-6510, Project No. 101777; 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 Kasberg, Patrick & Associates, LP of Temple, Texas, in the amount of \$734,500, for professional services related to the City-wide Drainage Assessment and Modeling Project.

**Part 3:** The City Council authorizes an amendment to the fiscal year 2017 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

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

PASSED AND APPROVED this the **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(M)  
Consent Agenda  
Page 1 of 1

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

Alan DeLoera, Information Technology Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing entering into an Interlocal Contract with the State of Texas Department of Information Resources relating to consolidation of data center services, in the annual amount of \$24,000 for Google Imagery.

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

**ITEM SUMMARY:** The City of Temple was part of a free two year beta testing program with the State of Texas Natural Resources Information Systems (TNRIS) and State of Texas Department of Information Resources (DIR) to participate the sharing of six inch orthoimagery from Google's Imagery Program. This program allowed the City of Temple to have access to high accuracy orthoimagery for our GIS program.

With the program now being a success they are looking at partners for cost sharing. Local government agencies of our size and usage will be charged \$24,000 annually for yearly orthoimagery updates.

In the past the City has spent approximately \$175,000 every three to four years to update our orthoimagery with private companies but we have found this to be too expensive and recommend using the shared services through the State of Texas.

**FISCAL IMPACT:** Funding in the amount of \$24,000 is available in the FY 2018 Operating Budget in account 110-1900-519-2515 for Google Imagery Services through the State of Texas Interlocal Agreement.

### **ATTACHMENTS:**

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

**INTERLOCAL CONTRACT  
BETWEEN  
THE DEPARTMENT OF INFORMATION RESOURCES  
AND  
CITY OF TEMPLE  
RELATING TO THE CONSOLIDATION OF DATA CENTER SERVICES  
PURSUANT TO THE MASTER SERVICES AGREEMENTS BETWEEN THE  
DEPARTMENT OF INFORMATION RESOURCES  
AND  
THE MULTISOURCING SERVICES INTEGRATOR AND SERVICE  
COMPONENT PROVIDERS  
DIR CONTRACTS NOS. DIR-DCS-MSI-MSA-001, DIR-DCS-SCP-MSA-002,  
AND DIR-DCS-SCP-MSA-003, DIR-MAS-SCP-RCR-001, DIR-MAS-SCP-  
ADSAMS-001 – DATA CENTER SERVICES**

This Interlocal Contract (“ILC” or “Contract”) is entered into by the governmental entities shown below as contracting parties (referred to individually as a “Party” and collectively as the “Parties”) pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

This Contract is consistent with the terms in the Department of Information Resources (hereafter referred to as the “Performing Agency” or “DIR”) Contracts Nos. DIR-DCS-MSI-MSA-001 between DIR and Capgemini America, Inc., DIR-DCS-SCP-MSA-002 between DIR and Atos Governmental IT Outsourcing Services, LLC, DIR-DCS-SCP-MSA-003 between DIR and Xerox Corporation, DIR-MAS-SCP-RCR-001 between DIR and Allied Consultants, Inc. and DIR-MAS-SCP-ADSAMS-001 between DIR and Enterprise Services, LLC. The DIR contracts are hereinafter referred to collectively as the “Data Center Services Contracts.” Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the Data Center Services Contracts. The service delivery model set forth in the Data Center Services Contracts provides for a Multisourcing Service Integrator (MSI) Service Provider and various Service Component Providers, which will hereinafter be referred to as the “Service Providers”. The governmental entity receiving services under the Data Center Services Contracts through this ILC is hereinafter referred to as the “DIR Customer.”

## **SECTION I CONTRACTING PARTIES**

**DIR CUSTOMER:** City of Temple

**PERFORMING AGENCY:** Department of Information Resources

## **SECTION II STATEMENT OF SERVICES TO BE PERFORMED**

### **1. EFFECT OF ILC**

Data center and disaster recovery services are required by Section 2054.382, Texas Government Code, to be managed by DIR for two or more state agencies under a rule that describes such data and disaster recovery services and has since been extended to other governmental entities, including local governments, by amendment to Chapter 2054. DIR has described such Services at 1 Texas Administrative Code, Chapter 215, and they are further described in the Data Center Services Contracts. This ILC is entered into to describe the elected Services to be provided and the responsibilities of each Party relating thereto. Capitalized terms not defined herein shall have the same meanings as set forth in the Data Center Services Contracts.

This ILC describes the rights and responsibilities of the Parties relating to specific implementation, operation, maintenance, use, payment and other associated issues by and between DIR Customer and DIR related to the Services to be provided under the Data Center Services Contracts.

### **2. SERVICES PROVIDED AND RELATED EQUIPMENT, SOFTWARE AND FACILITIES**

DIR Customers shall receive the requested Services described in the Data Center Services Contracts, subject to the terms of this ILC and the Data Center Services Contracts. **Attachment 3-A**, Service Levels Matrix, shall serve as the minimum required Service Levels.

Unless otherwise referenced herein, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the Data Center Services Contracts where specific requirements of an individual DIR Customer may be identified. Assets covered within the Services outlined in the Data Center Services Contracts are included in the Exhibits and Attachments. Omission of assets from the Exhibits and Attachments to the Data Center Services Contracts does not imply exemption from Services.

## **2.1 DIR Customer Equipment**

Any use by Service Providers of DIR Customer Equipment shall be limited to the purpose of fulfilling the requirements of this ILC or the Data Center Services Contracts. If required under federal law, DIR Customer Equipment shall be used only for purposes authorized under federal law. DIR Customer will retain ownership of DIR Customer Equipment and will not be required to acquire additional Equipment at refresh of such Equipment. For purpose of this ILC, refresh is deemed to be the point in time that DIR and Service Providers determine the DIR Customer Equipment shall be replaced pursuant to the refresh life cycle terms set out in the Data Center Services Contracts. Upon refresh, Service Providers are responsible for providing the replacement Equipment, and DIR Customer is responsible for the disposal and/or surplus of decommissioned DIR Customer Equipment in accordance with applicable state and federal law and rules. Unless otherwise agreed by the Parties, all replacement Equipment shall be owned by DIR or Service Providers.

DIR Customer acknowledges and agrees that the DIR Customer Equipment may be relocated during the term of this ILC in accordance with the terms of the Data Center Services Contracts.

## **2.2 DIR Customer Contracts and Leases with Third Parties**

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and Service Providers the DIR Customer Contracts and Leases that pertain to the Data Center Services. Any use by Service Providers of DIR Customer Third Party Contracts and Leases shall be limited to fulfilling the requirements of this ILC or the Data Center Services Contracts. If required under federal law, the DIR Customer Third Party Contracts and Leases shall be used only for the purposes authorized under federal law.

Service Providers shall obtain all Required Consents in accordance with **Article 5** of the Data Center Services Contracts. Except to the extent expressly provided otherwise in **Attachment 4-B**, Financial Responsibility Matrix, Service Providers shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which Service Providers are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with Service Providers in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by Service Providers.

### **2.3 DIR Customer-Licensed Third Party Software**

DIR Customer will make available for use or use its best efforts to cause to be made available for use, by DIR and Service Providers, the DIR Customer third party software ("DIR Customer-Licensed Third Party Software"). Any use by Service Providers of DIR Customer-Licensed Third Party Software shall be limited to use for the purpose of fulfilling the requirements of this ILC or the Data Center Services Contracts. If required under federal law, the DIR Customer-Licensed Third Party Software shall be used only for the purposes authorized under federal law.

DIR Customer will use its best efforts to assist Service Providers to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the Data Center Services Contracts. Service Providers shall obtain all Required Consents in accordance with **Article 5** of the Data Center Services Contracts. Except to the extent expressly provided otherwise in **Attachment 4-B**, Financial Responsibility Matrix, Service Provider shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which Service Providers are unable to obtain such Required Consents.

### **2.4 DIR Customer Facilities**

DIR Customer will use its best efforts to make available for use or cause to be made available for use by DIR and Service Providers the DIR Customer Facilities. Service Providers shall be responsible for identifying the facilities that will be required for on-going service delivery and shall be required to detail how the identified facilities will be used by the Service Providers in the performance of their obligations and in compliance with any applicable rules and/or regulations.

### **2.5 Change Orders and Change Control**

In accordance with the Service Management Manual, DIR Customer will coordinate with Service Providers and DIR all requests to change Service volumes, Service Levels, order New Services, order project work, and other Service change requests as may arise from time to time. Service Providers will maintain information on the status of each request in accordance with the Data Center Services Contracts and the Service Management Manual developed thereunder.

### **2.6 Inventory Control**

DIR shall coordinate financial accounting and control processes between DIR Customer and Service Providers and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for DIR Customer owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of Service Providers.

### **SECTION III TERM AND TERMINATION OF CONTRACT**

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

During the term of this ILC, DIR and DIR Customer shall amend this ILC, in accordance with Section VII of the ILC, as necessary to incorporate changes resulting from amendments to the Data Center Services Contracts. DIR shall keep DIR Customer informed of and provide the opportunity to provide input to DIR concerning the need for such amendments through participation under Section VI of the ILC.

Continuation of the ILC is contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of statutory authority or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred by DIR on behalf of DIR Customer, including those cost incurred as a result of DIR Customer's failure to provide timely notification of its intent to terminate. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

The payment of any funds in future budget years, as provided in this Agreement, shall be subject to annual appropriation by DIR Customer's governing body in the annual budget and DIR Customer's obligations under this Agreement shall not constitute a general obligation of the DIR Customer or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require DIR Customer to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of

federal funds in connection with the Data Center Services Contracts and this ILC are essential to the continued receipt of federal funds.

#### **SECTION IV**

### **BASIS FOR COMPUTING REIMBURSABLE COSTS AND PAYMENT FOR SERVICES**

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the Service Providers, the DIR recovery fees, and any Pass-Through Expenses incurred by DIR or Service Providers on behalf of DIR Customer in accordance with the Data Center Services Contracts or this ILC.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and other applicable statutes, rules, regulations and guidelines.

DIR shall retain documentation for the DIR recovery fees. Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated Charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI Service Provider is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI Service Provider to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer. Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute. The MSI will process the dispute within twenty (20) business days or MSI will incur a Service Level Default.

## **SECTION V CONTRACT AMOUNT**

In accordance with terms of the Data Center Services Contracts and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable monthly Charges for Services received from the Service Providers, the DIR recovery fees, and any Pass Through Expenses incurred by DIR or Service Providers on behalf of DIR Customer in accordance with the Data Center Services Contracts or this ILC. It is understood and agreed that amounts are subject to change depending upon Services required. DIR Customer will make such required payments from its current revenue in accordance with Texas Government Code section 791.011(d).

## **SECTION VI DIR CUSTOMER PARTICIPATION**

Governance of the DCS program is based on an owner-operator approach in which DIR Customers perform the role of the operator which means they actively and directly work with DCS Service Providers to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions

and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR, DIR Customers, and Service Providers. DIR Customers are structured into partner groups that select representatives to participate in these committees. All Governance participants have an opportunity to review issues and provide input to their governance representative before a decision is made.

To comply with the terms of **Section 15.11**, Compliance with Laws, of the Data Center Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than Service Provider Laws, that pertain to any part of DIR Customer's business that is supported by Service Providers under the Data Center Services Contracts, and DIR will notify Service Providers, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the Service Management Manual specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the Data Center Services Contracts. Immediately upon receipt of notice that any DIR Customer-Specific Laws have changed and in no event later than two business days from such receipt, DIR shall advise Service Providers, in writing, of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the Service Management Manual. If necessary to facilitate DIR compliance with the requirements of **Section 15.11(e)** of the Data Center Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

DIR Customer shall interface with Service Providers on the performance of "day-to-day" operations, including work practices requiring Service Provider and DIR Customer interaction, issues resolution, training, planning/coordination and "sign-off." All issues should be resolved at the lowest level possible, using the following escalation path, when necessary. If DIR Customer is not able to resolve an issue directly with Service Provider staff, DIR customer escalates the issue to Service Provider management. If the issue cannot be resolved by Service Provider management, DIR Customer escalates to the MSI Service Provider. If the issue cannot be resolved by MSI service provider, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DCS governance committee. The details of these and other agreed processes and procedures will be contained in the Service Management Manual to be developed by Service Providers and approved by DIR with reasonable opportunity for input by DIR Customer on DIR Customer's specific procedures. The Data Center Services Contracts require the Service Providers to develop appropriately documented policies, processes and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval adoption in the Service Management Manual.

DIR Customer will be expected to support the following:

- (a) Software currency standards are established for the DCS environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through DCS governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) Consolidated systems may require optimization for WAN communication. DIR Customers will remediate application functionality and design in order to perform optimally in a WAN environment.
- (d) DIR Customers will collaborate with Service Providers to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management, where applicable.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

## **SECTION VII MISCELLANEOUS PROVISIONS**

### **Public Information Act Requests**

Under Chapter 552, Texas Government Code (the Public Information Act), information held by Service Providers in connection with the Data Center Services

Contracts is information collected, assembled and maintained for DIR. DIR shall respond to Public Information Act requests for Service Provider information. If DIR Customer receives a Public Information Act request for Service Provider information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other.

### **Confidential Information**

DIR shall require Service Providers to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care Service Providers use to protect their own confidential information. DIR acknowledges and agrees that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and Service Providers. The Service Management Manual shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and Service Providers and including confidentiality procedures required that are specific to DIR Customer. The Data Center Services Contracts sets forth the confidentiality obligations of Service Providers.

DIR Customer shall notify DIR, in writing, if it is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or Service Providers. DIR Customer shall notify DIR, in writing, if DIR Customer receives Federal tax returns or return information. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. DIR Customer shall notify DIR, in writing, of any other requirements it has specific to the provision of Services hereunder. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require Service Providers to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment C of this agreement. Such additional requirements as is included in Attachment C of this agreement shall be included in the portion of the Service Management Manual specific to DIR Customer.

### **Contact Information**

Contact information for each Party is set forth below.

DIR Customer's Primary Contact

Name: Brynn Myers  
Address: 2 North Main Street, Temple, TX 76501  
Telephone: (254)298-5600  
Email: bmyers@templetx.gov

For questions about this Interlocal Contract, please email DIR's Primary Contact at [dccontractoffice@dir.texas.gov](mailto:dccontractoffice@dir.texas.gov).

The DIR Billing Contact is listed in the DIR Contacts section of the monthly DCS Payment Guidance letter, which is provided to the DIR Customer with the monthly DCS invoice.

**Binding Effect**

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

DIR Customer acknowledges and agrees it has no privity of contract with the Service Providers but is a third party beneficiary of the Data Center Services Contracts as set forth in **Section 21.19** thereof.

**Amendments**

This ILC may not be amended except by written document signed by the Parties hereto or as specified within the specific attachment being amended.

**Choice of Law**

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in this Contract or its Appendices shall be construed to waive either party's immunity, whether statutory or at common law.

**Conflicts between Agreements**

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the Data Center Services Contracts. If the terms of this Contract conflict with the terms of the Data Center Services Contracts, the Data Center Services Contracts' terms shall prevail.

**Responsibilities of the Parties**

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the Data Center Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the Data Center Services Contracts regarding individual responsibilities of the parties, including Services provided by the Service Providers. In the event DIR Customer actions, failure to perform certain responsibilities, or request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process for the Data Center Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR Service Providers.

Attachment B, Microsoft Dispute Process Agreement, of this ILC is hereby incorporated as part of this ILC and is applicable to the extent DIR Customer purchases certain Microsoft Covered Online Services.

**Audit Rights of the State Auditor's Office**

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the Data Center Services Contracts, or indirectly through a subcontract under the Data Center Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

**Signatory Warranty**

Each signatory warrants requisite authority to execute the ILC on behalf of the DIR Customer represented.

**SECTION VIII  
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the DIR Customer; (2) this ILC serves the interest of efficient and economical administration of local and state government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**DIR CUSTOMER** further certifies that it has the authority to contract for the above Services pursuant to Subchapter L, Chapter 2054, Texas Government Code.

**PERFORMING AGENCY** further certifies that it has the authority to contract for the above Services pursuant to Subchapter L, Chapter 2054, Texas Government Code.

**IN WITNESS WHEREOF**, the Parties have signed this ILC effective on date of last signature below.

**DIR CUSTOMER: CITY OF TEMPLE**

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

Printed Name: Brynn Myers

Title: Acting City Manager

**PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES**

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

Printed Name: Sally Ward

Title: Director, Program Planning and Governance

**Attachment to ILC**

Attachment A Reserved

Attachment B Microsoft Dispute Process Agreement

Attachment C Additional Confidentially Requirements

**Attachment B**  
**Microsoft Limitation of Liability Agreement**

If there are any disputes between City of Temple and Microsoft regarding a Covered Disclosure, City of Temple agrees to provide DIR (or its successor) written notice of the nature of such dispute. DIR will review, and City of Temple grants and assigns to DIR the authority to resolve such dispute on behalf of City of Temple regarding the Covered Disclosure. DIR will consult reasonably with City of Temple and City of Temple will provide reasonable assistance and cooperation to DIR in that resolution process. City of Temple agrees that it will seek relief for any damages related to Covered Online Services solely through DIR, whether such Covered Online Services were purchased directly by City of Temple or on behalf of City of Temple by DIR or any other entity, and under any agreement.

Further, to the extent DIR receives the requisite authority to receive and disburse funds from Microsoft, City of Temple agrees to grant and assign DIR sole authority to receive from Microsoft on its behalf and disburse to City of Temple liability payments made by Microsoft for a Covered Disclosure in the manner set forth in the Enterprise Agreement, except as provided in the following sentence. Notwithstanding anything to the contrary in the Enterprise Agreement or any other agreement pursuant to which City of Temple acquires Covered Online Services through DIR, and notwithstanding whether or not DIR receives the requisite authority, Microsoft's liability to City of Temple for such Covered Online Services will be limited solely to an amount determined by DIR, subject to Microsoft's limitation of liability to DIR on behalf of City of Temple and other entities. City of Temple shall not only communicate with DIR when seeking payments from Microsoft for any damages resulting from Covered Online Services, and shall accept as final DIR's decision as to the amount of such damages City of Temple is entitled to receive.

"Covered Disclosure" means disclosure of Customer Data as a result of a Security Incident, as defined in the Online Services Terms that arises, in whole or in part, out of Microsoft's breach of its obligations under the Agreement related to Customer Data.

"Covered Online Services" means any Online Service included in the section of the Online Services Terms titled "Data Processing Terms" and specifically including Microsoft Dynamics 365 Core Services, Office 365 Services,

DIR Contract No. DIR-DCS-IAC072  
Customer Contract No. \_\_\_\_\_

Microsoft Azure Core Services, Microsoft Intune Online Services, and  
Microsoft Power BI Services.

DIR Contract No. DIR-DCS-IAC072  
Customer Contract No. \_\_\_\_\_

**Attachment C**  
**Additional Confidentiality Requirements**

None.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES IN THE ANNUAL AMOUNT OF \$24,000, FOR THE CONSOLIDATION OF DATA CENTER SERVICES FOR GOOGLE IMAGERY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple was part of a free two year beta testing program with the State of Texas Natural Resources Information Systems (TNRIS) and the State of Texas Department of Information Resources (DIR) to participate in the sharing of 6-inch orthoimagery from Google's Imagery Program which allowed the City of Temple to have access to high accuracy orthoimagery for our GIS program;

**Whereas**, with the program's success DIR is now looking at partners for cost sharing - local government agencies the size and usage of Temple will be charged \$24,000 annually for yearly orthoimagery updates;

**Whereas**, in the past, the City has spent approximately \$175,000 every three to four years to update the City's orthoimagery with private companies, therefore Staff recommends Council authorize an interlocal agreement with the State of Texas Department of Information Resources in the annual amount of \$24,000, for the consolidation of data center services for Google Imagery;

**Whereas**, funding for this interlocal agreement is available in the fiscal year 2018 budget in Account No. 110-1900-519-2515; and

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

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

**Part 1: 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 Interlocal Agreement with the State of Texas Department of Information Resources in the annual amount of \$24,000, for the consolidation of data center services for Google Imagery.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(N)  
Consent Agenda  
Page 1 of 1

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

Nicole Torralva P.E., Public Works Director  
Kenny Henderson, Transportation Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a contract with Yoko Excavating LLC of Belton in the amount of \$54,315, for the construction of an 8' foot sidewalk along South Pea Ridge Road from West Adams Avenue to Sage Meadows Drive.

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

**ITEM SUMMARY:** The proposed project is for construction of an 8' foot sidewalk along South Pea Ridge Road from West Adams Avenue to Sage Meadows Drive. Pea Ridge Road is a collector street and direct route to Pirtle Elementary from West Adams, which is a major arterial street. Currently, there is no sidewalk connecting Sage Meadows to West Adams Avenue, with the existing sidewalk running on the west side of Pea Ridge Road between Hogan Road and Sage Meadows Drive.

Pedestrian signals will be installed by City of Temple crews at the intersection of South Pea Ridge Road and West Adams Avenue, providing a protected pedestrian crossing and safe access from the Sage Meadows subdivision to West Temple Park on the north side of West Adams Avenue. This project is a part of the City's Transportation Capital Improvement Program, which includes a variety of multimodal components.

The City has done business with Yoko Excavating in the past and finds them to be a responsible bidder. Construction will be completed within 90 days of the notice to proceed.

**FISCAL IMPACT:** Funding for the construction contract with Yoko Excavating LLC in the amount of \$54,315 is appropriated in account 365-3400-531-6315, project 101497, as follows:

Project Budget	\$	114,173
Encumbered/Committed to Date		(11,438)
Construction Award - Yoko Excavating LLC		(54,315)
Remaining Project Funds Available	\$	<u>48,420</u>

**ATTACHMENTS:**

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

**Tabulation of Bids Received  
on August 15, 2017 at 2:30 p.m.  
South Pea Ridge Sidewalk Project  
Bid# 34-05-17**

			Bidders					
			Wilson Construction Services, LLC Belton, TX		Choice Builders, LLC Temple, TX		Patin Construction Taylor, TX	
Description	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Furnish and install 8' concrete sidewalk. Sidewalk, excavation, removal of spoils from site in subsidiary. All steel and wood forms needed to construct sidewalk is subsidiary. Complete and in place per linear foot:	1,300	LF	\$39.20	\$50,960.00	\$34.00	\$44,200.00	\$52.00	\$67,600.00
Furnish and install ADA ramp type 2. Complete and in place per each:	2	EA	\$1,200.00	\$2,400.00	\$1,370.00	\$2,740.00	\$2,000.00	\$4,000.00
Furnish and install ADA ramp type 3. Complete and in place per each:	2	EA	\$1,200.00	\$2,400.00	\$1,294.00	\$2,588.00	\$2,000.00	\$4,000.00
Backfill, grading, and top soil placement behind sidewalk. Complete and in place per lump sum:	1	LS	\$2,000.00	\$2,000.00	\$1,357.00	\$1,357.00	\$7,000.00	\$7,000.00
Implement traffic control plan, to include traffic control devises. Complete and in place per lump sum:	1	LS	\$2,500.00	\$2,500.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00
Bonds and insurance. Complete and in place per lump sum:	1	LS	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$13,500.00	\$13,500.00
Mobilization. Complete and in place per lump sum:	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,900.00	\$4,900.00
Saw, cut, remove and dispose of existing curb and gutter. Complete and in place per lump sum:	2	EA	\$800.00	\$1,600.00	\$41.00	\$82.00	\$1,500.00	\$3,000.00
Install and maintain all erosion control devices. Complete and in place per lump sum:	1	LS	\$600.00	\$600.00	\$4,800.00	\$4,800.00	\$3,500.00	\$3,500.00
<b>Total Bid Price</b>			<b>\$67,460.00</b>		<b>\$64,767.00</b>		<b>\$110,000.00</b>	
Addendum Acknowledged (1)			Yes		Yes		Yes	
Bid Bond			Yes		Yes		Yes	
Bond Requirement Affidavit			Yes		Yes		Yes	
Credit Check Authorization			Yes		Yes		Yes	

			Bidders					
			Cody Stanley Construction, LLC Holland, TX		Yoko Excavating, LLC Belton, TX		RT Schneider Construciton Co., Ltd. Belton, TX	
Description	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Furnish and install 8' concrete sidewalk. Sidewalk, excavation, removal of spoils from site in subsidiary. All steel and wood forms needed to construct sidewalk is subsidiary. Complete and in place per linear foot:	1,300	LF	\$42.3077	\$55,000.01	\$30.00	\$39,000.00	\$48.35	\$62,855.00
Furnish and install ADA ramp type 2. Complete and in place per each:	2	EA	\$700.00	\$1,400.00	\$750.00	\$1,500.00	\$1,210.00	\$2,420.00
Furnish and install ADA ramp type 3. Complete and in place per each:	2	EA	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$1,210.00	\$2,420.00
Backfill, grading, and top soil placement behind sidewalk. Complete and in place per lump sum:	1	LS	\$8,000.00	\$8,000.00	\$3,690.00	\$3,690.00	\$8,665.00	\$8,665.00
Implement traffic control plan, to include traffic control devises. Complete and in place per lump sum:	1	LS	\$1,300.00	\$1,300.00	\$1,725.00	\$1,725.00	\$1,500.00	\$1,500.00
Bonds and insurance. Complete and in place per lump sum:	1	LS	\$7,406.00	\$7,406.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
Mobilization. Complete and in place per lump sum:	1	LS	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$4,400.00	\$4,400.00
Saw, cut, remove and dispose of existing curb and gutter. Complete and in place per lump sum:	2	EA	\$160.00	\$320.00	\$750.00	\$1,500.00	\$385.00	\$770.00
Install and maintain all erosion control devices. Complete and in place per lump sum:	1	LS	\$4,200.00	\$4,200.00	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00
<b>Total Bid Price</b>			<b>\$81,626.01</b>		<b>\$54,315.00</b>		<b>\$88,230.00</b>	
Addendum Acknowledged (1)			Yes		Yes		Yes	
Bid Bond			Yes		Yes		Yes	
Bond Requirement Affidavit			Yes		Yes		Yes	
Credit Check Authorization			Yes		Yes		Yes	

**Recommended for Council Award**

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

### Legend

■ Proposed 8' Sidewalk



# Proposed S. Pea Ridge Sidewalk



8/30/2017

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH YOKO EXCAVATING, LLC OF BELTON, TEXAS IN THE AMOUNT OF \$54,315, FOR CONSTRUCTION OF AN 8-FOOT SIDEWALK ALONG SOUTH PEA RIDGE ROAD FROM WEST ADAMS AVENUE TO SAGE MEADOWS DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** Pea Ridge Road is a collector street and a direct route to Pirtle Elementary from West Adams, which is a major arterial street;

**Whereas,** currently there are no sidewalks connecting Sage Meadows to West Adams Avenue, with the existing sidewalk which runs down the west side of Pea Ridge Road between Hogan Road and Sage Meadows Drive;

**Whereas,** as part of the City's Transportation Capital Improvement Program, which includes a variety of multimodal components, Staff recommends the construction of an 8-foot sidewalk along South Pea Ridge Road from West Adams Avenue to Sage Meadows Drive;

**Whereas,** pedestrian signals will be installed by City crews at the intersection of South Pea Ridge Road and West Adams Avenue, which will provide a protected pedestrian crossing and safe access from the Sage Meadows subdivision to West Temple Park on the north side of West Adams Avenue;

**Whereas,** Staff recommends Council authorize a construction contract with Yoko Excavating, LLC of Belton, Texas in the amount of \$54,315, for the construction of an 8-foot sidewalk along South Pea Ridge Road from West Adams Avenue to Sage Meadows Drive;

**Whereas,** Staff has done business with Yoko Excavating in the past and finds the company to be a responsible bidder;

**Whereas,** funding for this contract is available in Account No. 365-3400-531-6315, Project No. 101497; 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 construction contract with Yoko Excavating, LLC of Belton, Texas in the amount of \$54,315, for construction of an 8-foot sidewalk along South Pea Ridge Road from West Adams Avenue to Sage Meadows Drive.

**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 **21<sup>st</sup>** 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

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09/21/17  
Item #3(O)  
Consent Agenda  
Page 1 of 2

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

Heather Mikulas, Director of Utility Billing  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a construction contract with TTG Utilities, LP of Gatesville in the amount of \$560,382.50, for meter infrastructure improvements.

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

**ITEM SUMMARY:** Authorization of this construction contract will provide for construction of necessary water meter infrastructure and meter bypass improvements at 48 commercial water customer locations as the first phase to implementing an Advanced Metering Infrastructure (AMI) system in the City. Ultimately, the AMI system will provide for a an automated meter reading system that will reduce operational costs and improve data quality for customers and the City,

Staff has been working with Kasberg, Patrick & Associates (KPA) for approximately two years to implement an AMI system for the City's large meter inventory (meters 4" and larger). The City currently has 98 large meters that account for 23% of the City's water consumption (approximately 987 million of the 4.3 billion gallons billed water).

KPA originally anticipated the project to be a single phase project, but after a more thorough review of the meters in the field, it was determined that there were more modifications and/or improvements needed to 48 of the 98 large meter infrastructures. This proposed construction contract will provide for this first phase infrastructure improvements.

As reflected in the attached recommendation letter and bid tabulation prepared by KPA, on August 31, 2017, the City received one bid for the infrastructure improvement project. Even though there was only one bid, KPA and staff has evaluated the pricing received and has determined that the pricing is reasonable and recommends award of the contract to TTG Utilities, LP in the amount of \$560,382.50.

It is expected that construction of this project will commence in October 2017 and TTG will have 120 days to complete the project. Staff anticipates coming back to Council in the upcoming months with a recommendation to award a contract utilizing a Houston-Galveston Area Cooperative contract for the implementation of the AMI system.

**FISCAL IMPACT:** A budget adjustment is being presented to Council to appropriate additional funding in the amount of \$575,000 for the construction contract with TTG Utilities, LP. Funding for the meter bypass improvements will be appropriated as follows:

	<u>520-5300-535-6250</u>	<u>520-5900-535-6250</u>	<u>Total</u>
	<b>Project # 101173</b>		
Project Budget	\$ 450,000	\$ -	\$ 450,000
Budget Adjustment	-	575,000	575,000
Encumbered/Committed to Date	(97,596)	-	(97,596)
<b>TTG Utilities, LP</b>	<b>-</b>	<b>(560,383)</b>	<b>(560,383)</b>
<b>Remaining Project Funds</b>	<b>\$ 352,404</b>	<b>\$ 14,617</b>	<b>\$ 367,021</b>

The remaining project funds will be used for the second phase of the Advanced Metering Infrastructure (AMI) system.

**ATTACHMENTS:**

[Engineer's Letter of Recommendation with Bid Tabulation](#)

[Budget Adjustment](#)

[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. ATRAE, SUTTON, III, P.E., CFM**  
**JOHN A. SIMCIK, P.E., CFM**

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

September 11, 2017

Mrs. Heather Mikulas  
Utility Business Office Manager  
401 N. 3<sup>rd</sup> Street  
Temple, Texas 76501

Re: City of Temple, Texas  
Advanced Metering Infrastructure Phase I  
Meter Bypass Improvements

Dear Mrs. Mikulas:

On August 31, 2017, the City of Temple received competitive bids from a single (1) contractor for the Advanced Metering Infrastructure Phase I, Meter Bypass Improvements Project. The attached Bid Tabulation shows TTG Utilities, LP of Gatesville, Texas, as the low bidder at \$560,382.50 for the Total Bid. Two (2) contractors attended the non-mandatory pre-bid meeting and three (3) additional contractors held construction documents. We had discussions with two (2) additional contractors who were considering bidding the project. The project consists of forty eight (48) separate meter locations where bypasses are to be installed. This type of project does not allow the contractor's crews to perform continuous work for an entire work week. The required tie-in scheduling along with the multiple sites makes this work less attractive to a contractor when compared to a typical utility line installation. The result is fewer bids received than would normally be anticipated.

The Advanced Metering Infrastructure project was initially developed as a single construction project to install the necessary infrastructure to convert the City's large meters (4" and above) to an automated system. This consisted of replacing necessary meters, installing the necessary registers and the radio system. In reviewing the meters in the field, it was discovered that there were modifications and/or improvements to the existing piping and vault systems that were required, including the installation of meter bypass assemblies. Due to the nature of the work, it was recommended that the total work be broken into two (2) separate projects. The first project would include the installation of bypass lines and isolation valves which will allow the second contract (AMI System with Meter Replacement) to be constructed with minimal downtime.

The opinion of probable construction cost (OPC) for the meter bypass project was \$450,000 and was prepared using the values established during the original design period, based on discussions with contractors (September 2016). The following table details the design costs, the budgetary values used in the OPC and the bid values:

Size	4"	6"	8"
Design Values <sup>(1)</sup>	\$4,999.93	\$5,898.54	\$6,785.20
OPC Values	\$6,000	\$7,000	\$8,500
Bid Values	\$8,335	\$9,195	\$10,870

<sup>(1)</sup> Design values based on preliminary contractor quotes.

The OPC included an increased cost for the bypasses to be installed in a stand-alone project as shown above. This is due to the nature of the work and the multiple locations included in the project. When this work is included with other utility improvements (replacing meters, installing isolation valves, replacing meter boxes/vaults), it allows the contractor to keep their construction crew active throughout the day with minimal downtime. As noted above, the stand-alone meter bypass does not include this advantage. The difference in OPC and Bid Values above totals \$114,860 for the project. The difference in OPC and the actual low bid is \$110,382.50.

TTG Utilities has completed many utility projects for the City of Temple over the years. They have also successfully completed multiple projects for KPA and within the Central Texas area. Therefore, we recommend that a contract be awarded to TTG Utilities LP., for the Advanced Metering Infrastructure Phase I Meter Bypass Improvements in the amount of \$560,382.50, if funding allows.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas D. Valle".

Thomas D. Valle, P.E.

# BID TABULATION

2015-118-40

## CITY OF TEMPLE

### ADVANCED METERING INFRASTRUCTURE PHASE I

### METER BYPASS IMPROVEMENTS

August 31, 2017; 2:00 PM


#### BIDDER INFORMATION

**TTG Utilities, LP**  
**305 Memorial Dr, Ste B**  
**Gatesville TX 76528**

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount
<b>BASE BID</b>					
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 26,770.00	\$ 26,770.00
2	100%	LS	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of Sites	1,925.00	1,925.00
3	100%	LS	Video Taping Project Sites Before the Start of Construction on the Project	965.00	965.00
4	100%	LS	Furnish a Trench Safety Plan, signed by a PE licensed in the State of Texas	535.00	535.00
5	1,000	LF	Implementation of Trench Safety for Bypass Piping & Valves	2.15	2,150.00
6	100%	LS	Preparing & Submitting a Traffic Control Plan Prepared & Signed by a P.E. for Vehicular Traffic	3,205.00	3,205.00
7	100%	LS	Implement & Administer Barricade, Signing & Traffic Safety Plan (Vehicular & Pedestrian)	3,205.00	3,205.00
8	100%	LS	Provide Project Record Drawings (As Builts)	1,285.00	1,285.00
9	48	EA	Provide Clean-up & Final Grading At EA Location	105.00	5,040.00
10	29	EA	All Labor, Materials, Tools & Equipment For Installation of 4" Bypass Assembly as Shown on the Plans	8,335.00	241,715.00
11	15	EA	All Labor, Materials, Tools & Equipment For Installation of 6" Bypass Assembly as Shown on the Plans	9,195.00	137,925.00
12	4	EA	All Labor, Materials, Tools & Equipment For Installation of 8" Bypass Assembly as Shown on the Plans	10,870.00	43,480.00
13	54	EA	Furnish & Install 4" Gate Valve	770.00	41,580.00
14	36	EA	Furnish & Install 6" Gate Valve	855.00	30,780.00
15	6	EA	Furnish & Install 8" Gate Valve	1,140.00	6,840.00
16	50	LF	Sawcut & Replace Existing Concrete Curb	26.75	1,337.50
17	70	LF	Sawcut & Replace Existing Concrete Sidewalk	96.15	6,730.50
18	50	SF	Sawcut & Replace Existing Concrete Rip Rap	14.95	747.50
19	60	LF	Sawcut & Replace Existing Asphalt Roadway	26.70	1,602.00
20	100%	LS	Remove & Replace Fences & Various Landscape Items where Required	535.00	535.00
21	200	SY	Furnish & Install Sod to Match & Return Disturbed Areas to Existing Conditions, Including water to establish & sustain growth	5.35	1,070.00
22	300	SY	Furnish & Install Hydro Mulch Seeding For Permanent Erosion Control, Including water to establish & sustain growth	3.20	960.00
<b>BASE BID AMOUNT - (Items 1 - 22)</b>				<b>\$ 560,382.50</b>	

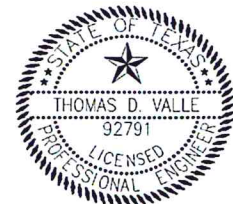
Did Bidder Acknowledge Addendum No. 1?	YES
Did Bidder Acknowledge Addendum No. 2?	YES
Did Bidder provide Bid Security?	YES
Did Bidder provide required documents?	YES

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

  
Thomas D. Valle, PE

August 31, 2017  
Date

Kasberg, Patrick & Associates, LP



FY 2017**BUDGET ADJUSTMENT FORM**

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

**Adjustments should be rounded to the nearest \$1.**

+

-

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
520-5900-535-62-50	101173	Capital Eqpt / Meters & Meter Boxes	\$ 575,000	
520-0000-373-04-11		Unreserved - Retained Earnings		575,000
		<b>DO NOT POST</b>		
<b>TOTAL.....</b>			<b>\$ 575,000</b>	<b>\$ 575,000</b>

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

To appropriate additional funding needed in the amount of \$575,000 for meter bypass improvements for the Advanced Metering Infrastructure (AMI) project. The project was initially developed as a single construction project to install the necessary infrastructure to convert the City's large meter inventory (meters 4" and larger) to an AMI system. After a more thorough review of the meters in the field, it was determined that there were more modifications and/or improvements needed to the existing metering infrastructure, including meter bypass assemblies. The construction contract with TTG Utilities, LP for meter bypass improvements is being presented to Council for authorization in the amount of \$560,382.50.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes☐ No

DATE OF COUNCIL MEETING

9/21/2017

WITH AGENDA ITEM?

☒ Yes☐ No

Department Head/Division Director

Date

☐ Approved  
☐ Disapproved

Finance

Date

☐ Approved  
☐ Disapproved

City Manager

Date

☐ Approved  
☐ Disapproved

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH TTG UTILITIES, LP OF GATESVILLE, TEXAS IN THE AMOUNT OF \$560,382.50, FOR METER INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** Staff recommends Council authorize a construction contract with TTG Utilities, LP of Gatesville, Texas to provide for construction of necessary water meter infrastructure and meter bypass improvements at 48 commercial water customer locations as the first phase to implementing an Advanced Metering Infrastructure (AMI) system in the City;

**Whereas,** the AMI system will ultimately provide for an automated meter reading system that will reduce operational costs and improve data quality for customers and the City;

**Whereas,** Staff has been working with Kasberg, Patrick & Associates (KPA) for approximately two years to implement an AMI system for the City's large meter inventory and KPA originally anticipated the project to be a single phase project, but after a more thorough review of the meters in the field, it was determined that there were more modifications and/or improvements needed to 48 of the 98 large meter infrastructures;

**Whereas,** the City currently has 98 large meters that account for 23% of the City's water consumption (approximately 987 million of the 4.3 billion gallons of billed water) and this construction contract will provide for this first phase of infrastructure improvements;

**Whereas,** on August 31, 2017, the City received one bid for the infrastructure improvement project with TTG Utilities, LP of Gatesville, Texas providing the low bid – Staff and KPA evaluated the pricing received from TTG and have determined that the pricing is reasonable;

**Whereas,** Staff recommends Council authorize a construction contract with TTG Utilities, LP of Gatesville, Texas in the amount of \$560,382.50, for meter infrastructure improvements;

**Whereas,** funds are available for this project, but an amendment to the fiscal year 2017 budget needs to be approved to appropriate additional funding for this contract – funds will be available in Account Nos. 520-5300-535-6250 and 520-5900-535-6250, Project No. 101173; 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 construction contract with TTG Utilities, LP of Gatesville, Texas in the amount of \$560,382.50, for meter infrastructure improvements.

**Part 3:** The City Council authorizes an amendment to the fiscal year 2017 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

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

PASSED AND APPROVED this the **21<sup>st</sup>** 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

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09/21/17  
Item #3(P-1)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing  
Alan DeLoera, Director of Information Technology

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of cellular services, data services and wireless equipment during FY2018 with Verizon Wireless in the estimated annual amount of \$250,000.

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

**ITEM SUMMARY:** Approval of this agenda item will provide for continued purchase of cellular services, data services and wireless equipment from Verizon Wireless during FY2018 utilizing the State of Texas Department of Information Resources (DIR) contract # DIR-TSO-3415. Contracts awarded through DIR have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

The City currently has 284 cellular phones, 166 smart phones, and 260 data devices serviced through Verizon Wireless. The Purchasing and Information Technology departments have reviewed the current Verizon DIR contract #DIR-TSO-3415 and have done some comparisons with other plans and vendors, and staff is confident that the DIR contract offers the lowest rates available with the best service coverage.

An administrative directive is in place that states the policies and guidelines associated with the City's wireless device program.

**FISCAL IMPACT:** Each department with cellular devices has budgeted for wireless services and equipment in their adopted FY2018 Budget. The estimated annual expenditure based on the current volume of active devices is \$250,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH VERIZON WIRELESS IN THE ESTIMATED ANNUAL AMOUNT OF \$250,000, FOR CELLULAR SERVICES, DATA SERVICES, AND RELATED EQUIPMENT ACQUISITIONS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** the City currently has 284 cellular phones, 166 smart phones, and 260 data devices serviced through Verizon Wireless;

**Whereas,** the Purchasing and Information Technology departments have reviewed the current Verizon DIR Contract, performed comparison checks with other plans, and believes the current contract with Verizon offers the lowest rates available with the best service coverage for the City;

**Whereas,** Staff has been pleased with the services provided by Verizon Wireless and recommends Council authorize a purchase agreement with Verizon Wireless in the estimated annual amount of \$250,000, for cellular services, data services, and related equipment acquisitions for fiscal year 2018;

**Whereas,** each department with cellular devices has budgeted for these 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 purchase agreement with Verizon Wireless in the estimated annual amount of \$250,000, for cellular services, data services, and related equipment acquisitions 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 **21<sup>st</sup>** 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

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09/21/17  
Item #3(P-2)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of office supplies during FY2018 from Perry Office Plus, Inc. of Temple in the estimated annual amount of \$170,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the continued purchase of office supplies from Perry Office Plus, Inc. (Perry's) during FY2018 utilizing BuyBoard contract #496-15, which is effective until October 31, 2018. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Perry's has been supplying the City with office supplies under a BuyBoard contract for several years. Staff has been pleased with the quality of product and next day desktop delivery service provided by Perry's. Staff regularly reviews pricing offered by Perry's and deems it to be reasonable and competitive.

**FISCAL IMPACT:** Office supplies are purchased on an as needed basis by each department and are budgeted as such in the adopted FY2018 Budget. Estimated annual expenditure based on historical purchases: \$170,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH PERRY OFFICE PLUS, INC., OF TEMPLE, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$170,000, FOR OFFICE SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, Perry Office Plus, Inc. has been supplying the City with office supplies under a BuyBoard contract for several years and Staff continues to be pleased with the quality of product and next day desktop delivery services provided;

**Whereas**, Staff regularly reviews pricing offered by Perry's and finds that it continues to be reasonable and competitive;

**Whereas**, contracts awarded through a BuyBoard Local Government Online Purchasing Cooperative contract have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, office supplies are purchased on an as-needed basis by each department and budgeted 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 purchase agreement with Perry Office Plus, Inc. of Temple, Texas in the estimated annual amount of \$170,000, for the purchase of office 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(P-3)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of janitorial supplies during FY2018 from Gulf Coast Paper Company of Temple in the estimated annual amount of \$100,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the continued purchase of janitorial supplies from Gulf Coast Paper Company (Gulf Coast) during FY2018 utilizing BuyBoard contract #490-15, which is effective until August 31, 2018. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Gulf Coast Paper has been supplying the City with janitorial supplies under a BuyBoard contract for several years. Staff has been pleased with the quality of product and delivery service provided by Gulf Coast.

Staff has reviewed the pricing available under the Gulf Coast's BuyBoard contract and have concluded the contracted pricing is reasonable and competitive when compared to other available cooperative janitorial supply contracts.

The Purchasing Department currently stocks a number of janitorial products in its warehouse, and as departments need these items, stock requisitions are submitted to the Purchasing Department. For those items not stocked, the Purchasing Department orders them as non-stocked items.

**FISCAL IMPACT:** Janitorial supplies are purchased on an as needed basis by each department and are budgeted as such in the adopted FY2018 Budget. Estimated annual expenditure based on historical purchases: \$100,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH GULF COAST PAPER COMPANY OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$100,000, FOR JANITORIAL SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, Gulf Coast Paper has been supplying the City with janitorial supplies under a BuyBoard contract for several years and Staff has been pleased with the quality of product and delivery service provided by Gulf Coast;

**Whereas**, Staff has reviewed the pricing available under Gulf Coast's BuyBoard Local Government Online Purchasing Cooperative contract and has concluded the contracted pricing is reasonable and competitive when compared to other available cooperative janitorial supply contracts;

**Whereas**, contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, janitorial supplies are purchased on an as-needed basis and each department has budgeted funds in their individual 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 purchase agreement with Gulf Coast Paper of Temple, Texas in the estimated annual amount of \$100,000, for janitorial 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(P-4)  
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 the purchase of automotive repair parts during FY2018 from O'Reilly's Auto Parts of Springfield, MO, in the estimated annual amount of \$70,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the continued purchase of automotive repair parts from O'Reilly's Auto Parts (O'Reilly's) during FY2018 utilizing BuyBoard contract #470-14, which is effective until February 28, 2018. Staff will monitor the expiration of this contract and will evaluate new auto repair parts contracts as they become available through BuyBoard. If another auto supply vendor is determined to provide a better value, staff will return to Council with a request to adjust the purchase commitment for automotive repair parts for March 1, 2018 through September 30, 2018.

Council has authorized annual purchase agreements with O'Reilly's Auto Parts for the purchase of automotive repair parts since September 5, 2013. Staff has been pleased with the quality of product and delivery service provided by O'Reilly's. Pricing per the BuyBoard contract is 41% off of the list price and includes delivery to Fleet Services. Fleet Services staff has reviewed the available pricing and has determined that it continues to be reasonable and competitive.

**FISCAL IMPACT:** Departments have budgeted for automotive repairs in their adopted 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: \$70,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH O'REILLY'S AUTO PARTS OF SPRINGFIELD, MISSOURI IN THE ESTIMATED ANNUAL AMOUNT OF \$70,000, FOR AUTOMOTIVE REPAIR PARTS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, Council has authorized annual purchase agreements with O'Reilly's Auto Parts for the purchase of automotive repair parts since September 5, 2013, and Staff continues to be pleased with the quality of product and delivery services provided by O'Reilly's;

**Whereas**, pricing per the BuyBoard Local Government Online Purchasing Cooperative contract is 41% off of the list price and includes delivery to the Fleet Services department - Fleet Services Staff have reviewed the available pricing and has determined that the pricing continues to be reasonable and competitive;

**Whereas**, contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, departments utilizing automotive repair parts have budgeted for them in their adopted fiscal year 2018 budgets – purchases under this agreement will be purchased into a Fleet Maintenance inventory account and charged to the various departments; and

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

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

**Part 1: 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 O'Reilly's Auto Parts of Springfield, Missouri in the estimated annual amount of \$70,000, for the purchase of automotive repair parts 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(P-5)  
Consent Agenda  
Page 1 of 1

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

Mitch Randles, Fire Chief  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of bunker gear during FY2018 from NAFECO of Decatur, AL, and Dooley Tackaberry, Inc. of Deer Park in the estimated annual amount of \$35,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the acquisition of bunker gear (i.e. personal protective coat and pant) for the City of Temple Fire Department fire fighters from NAFECO and Dooley Tackaberry, Inc. during FY2018.

Based on recent bunker gear research conducted by staff, the Fire Department is recommending the purchase of bunker gear during FY2018 from NAFECO and Dooley Tackaberry, Inc. Staff believes the bunker gear provided by these two companies offers the best value to the City from the perspective of firefighter protection, safety, fit, freedom of movement, and cost. The following cooperative purchasing agreements are available for use in the purchase of goods from each company:

NAFECO - BuyBoard Contract #534-17 and H-GAC Contract #EE08-17

Dooley Tackaberry – BuyBoard Contract #524-17

When buying from NAFECO, staff will evaluate pricing available from both cooperatives to determine the best value. Contracts awarded through BuyBoard and Houston-Galveston Area Cooperative (H-GAC) have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

**FISCAL IMPACT:** Funding for the Fire Department bunker gear is included in the adopted FY2018 Budget in account 110-2230-522-2113, Clothing and Uniforms, in the amount of \$50,000, of which it is expected that approximately \$35,000 will be used to fund bunker gear.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF BUNKER GEAR IN THE ESTIMATED ANNUAL AMOUNT OF \$35,000, FROM NAFECO OF DECATUR, ALABAMA, AND DOOLEY TACKABERRY, INC. OF DEER PARK, TEXAS, FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, based on recent bunker gear research conducted by Staff, the Fire Department is recommending the purchase of bunker gear from NAFECO, utilizing BuyBoard Contract No. 534-17 and Houston-Galveston Area Cooperative Contract No. EE08-17, and Dooley Tackaberry, Inc., utilizing BuyBoard Contract No. 524-17;

**Whereas**, Staff believes the bunker gear provided by these two companies offers the best value to the City from the perspective of firefighter protection and safety, fit, freedom of movement, and cost;

**Whereas**, Contracts awarded through Houston-Galveston Area Cooperative and BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, funding for bunker gear is included in the adopted fiscal year 2018 budget in Account No. 110-2230-522-2113; 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 purchase agreements with NAFECO of Decatur, Alabama, and Dooley Tackaberry, Inc. of Deer Park, Texas in the estimated annual amount of \$35,000, for the purchase of bunker gear 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(P-6)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the utilization of online auction services for the sale of City surplus property for FY2018 with GovDeals, Inc. of Montgomery, AL, in the estimated annual revenue amount of \$150,000.

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

**ITEM SUMMARY:** Authorization of the use of this system will provide for continued online auction services for the disposal of City surplus property from GovDeals, Inc. (GovDeals) during FY2018 utilizing BuyBoard contract #541-17, which is effective until August 31, 2020. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

GovDeals provides the marketing of surplus items using a nationwide web application, email notification of the availability of items to commodity-specific vendors, collection of proceeds from the winning bidders, and submission of the net proceeds to the City. Consistent with prior years, staff is recommending that the 12.5% commission charged by GovDeals on sales be absorbed as follows: 10% by the purchaser of the surplus goods and 2.5% by the City.

GovDeals has provided online auction services to the City for six years, and staff has been pleased with the online functionality and the quality of service provided by GovDeals. Accordingly, staff is recommending that Council authorize the continued use of the GovDeals online auction services from October 1, 2017 through September 30, 2018.

**FISCAL IMPACT:** Based on historical revenues, it is estimated that revenues generated from the sale of City surplus property for FY2018 will total approximately \$150,000.

Revenue generated from the sale of auction items will be booked to a revenue account for the respective fund responsible for the assets sold. The 2.5% fee absorbed by the City will be charged to the Purchasing Department budget in account #110-1300-515-2623, Other Contracted Services. Since it is not known exactly the volume of items to be sold each year, a budget amendment will be prepared for the fees as items are sold to appropriate funds from the revenue account to account 110-1300-515-2623.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE UTILIZATION OF ONLINE AUCTION SERVICES WITH GOVDEALS, INC. OF MONTGOMERY, ALABAMA IN THE ESTIMATED ANNUAL REVENUE AMOUNT OF \$150,000, FOR THE SALE OF CITY SURPLUS PROPERTY DURING FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** GovDeals provides the marketing of surplus items using a nationwide web application, email notification of the availability of items to commodity-specific vendors, collection of proceeds from the winning bidders, and submission of the net proceeds to the City;

**Whereas,** consistent with prior years, Staff recommends that the 12.5% commission charged by GovDeals on sales be absorbed as 10% by the purchaser and 2.5% by the City;

**Whereas,** GovDeals has provided online auction services to the City for six years and Staff recommends Council authorize the continued use of the GovDeals online auction service from October 1, 2017 through September 30, 2018;

**Whereas,** contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas,** revenue generated from the sale of auction items will be applied to a revenue account for the respective fund responsible for the assets sold - the 2.5% fee absorbed by the City will be charged to the Purchasing Department in Account No. 110-1300-515-2623; and

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

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

**Part 1: 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 agreement with GovDeals, Inc. of Montgomery, Alabama in the estimated annual revenue amount of \$150,000, for online auction services for the sale of surplus City property 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Q-1)  
Consent Agenda  
Page 1 of 2

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

Heather Mikulas, Utility Business Office Manager  
Justin Brantley, Assistant Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual purchase agreement for water meters for FY2018 with Fortiline Waterworks of Round Rock, in the estimated annual amount of \$140,000.

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

**ITEM SUMMARY:** Approval of this purchase agreement allows for the purchase of several types of water meters during FY2018 to be installed on customer service lines by the City of Temple Utilities Department.

The Utility Warehouse, a division of the Purchasing Department, stocks water meters that are routinely needed by the Metering and Public Works departments. As shown on the attached bid tabulation, on July 25, 2017, staff received five bids for water meters. The invitation to bid stated the bid would be awarded to the low bidder of each of the three sections. The low bidder of all three sections was Fortiline Waterworks (Fortiline), which bid the Zenner brand meter.

Fortiline did take exceptions to the specifications. All exceptions have been reviewed by Metering Staff, and Staff has determined that the offered substitution in technical specification provides for an equal to or better standard than requested by the City.

This will be the first time the City will utilize the Zenner meter brand to City of Temple customers. As such, staff contacted references provided by Fortiline, and favorable feedback was received regarding the performance of Zenner meters and service provided by Fortiline. Additionally, sample Zenner meters were provided to the City for testing with favorable results. Accordingly, Staff is recommending award of water meters to Fortiline.

The City has done business with Fortiline in the past and has found them to be a responsive and responsible vendor. The purchase agreement will be for a one year period commencing on October 1, 2017, with the option to extend the agreement for four additional one-year periods, if so agreed by the City and the vendor.

**FISCAL IMPACT:** Meters are purchased on an as needed basis and are accounted for in the Utility Warehouse's inventory account. The meters are charged to departmental expenditure accounts as they are issued to the Water Metering Department. Based on historical usage, it is estimated that \$140,000 in water meters will be purchased during FY 2018.

**ATTACHMENTS:**

[Bid Tabulation](#)

[Resolution](#)

**Tabulation of Bids Received  
on July 25, 2017 at 2:00 p.m.  
Water Meters  
Bid # 53-01-18**

Bidders											
		Thirkettle Corporation dba Aqua-Metric Sales Company (210)967-6300 Schertz, TX		Badger Meter, Inc. National Meter & Automation (512)781-7302 San Marcos, TX		HD Supply Waterworks (254)939-8998 Belton, TX		Ferguson Waterworks (512)930-2262 Killeen, TX		Fortiline Waterworks (512)551-9181 Round Rock, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Positive Displacement Meters 5/8"x3/4"	2000	\$59.00	\$118,000.00	\$58.86	\$117,720.00	\$42.95	\$85,900.00	\$56.37	\$112,740.00	\$37.50	\$75,000.00
Positive Displacement Meters Full 3/4"	15	\$89.00	\$1,335.00	\$80.38	\$1,205.70	\$83.00	\$1,245.00	\$91.52	\$1,372.80	\$53.50	\$802.50
Positive Displacement Meters 1"	150	\$128.00	\$19,200.00	\$155.72	\$23,358.00	\$123.00	\$18,450.00	\$141.22	\$21,183.00	\$84.50	\$12,675.00
Positive Displacement Meters 1-1/2"	20	\$411.65	\$8,233.00	\$412.65	\$8,253.00	\$430.00	\$8,600.00	\$396.91	\$7,938.20	\$262.00	\$5,240.00
Positive Displacement Meters 2"	20	\$562.95	\$11,259.00	\$598.06	\$11,961.20	\$536.00	\$10,720.00	\$537.63	\$10,752.60	\$342.00	\$6,840.00
<b>Section 1 - Total Bid Price</b>		\$158,027.00		\$162,497.90		\$124,915.00		\$153,986.60		\$100,557.50	
Turbine Type Meters 1-1/2"	4	\$638.59	\$2,554.36	\$764.77	\$3,059.08	\$575.00	\$2,300.00	\$385.22	\$1,540.88	\$427.00	\$1,708.00
Turbine Type Meters 2"	8	\$752.05	\$6,016.40	\$887.79	\$7,102.32	\$610.00	\$4,880.00	\$499.01	\$3,992.08	\$478.00	\$3,824.00
Turbine Type Meters 3"	2	\$888.00	\$1,776.00	\$1,194.72	\$2,389.44	\$1,317.00	\$2,634.00	\$1,237.74	\$2,475.48	\$959.00	\$1,918.00
Turbine Type Meters 4"	1	\$1,728.00	\$1,728.00	\$1,778.36	\$1,778.36	\$2,205.00	\$2,205.00	\$1,739.15	\$1,739.15	\$1,228.00	\$1,228.00
Turbine Type Meters 6"	1	\$3,110.00	\$3,110.00	\$4,063.63	\$4,063.63	\$3,600.00	\$3,600.00	\$3,311.49	\$3,311.49	\$2,078.00	\$2,078.00
Turbine Type Meters 8"	1	\$5,275.00	\$5,275.00	\$5,113.56	\$5,113.56	\$5,760.00	\$5,760.00	\$5,129.97	\$5,129.97	\$3,120.00	\$3,120.00
<b>Section 2 - Total Bid Price</b>		\$20,459.76		\$23,506.39		\$21,379.00		\$18,189.05		\$13,876.00	
Fire Hydrant Meters 3"	10	\$1,447.83	\$14,478.30	No Bid	No Bid	\$1,170.00	\$11,700.00	\$1,055.71	\$10,557.10	\$947.00	\$9,470.00
<b>Section 3 - Total Bid Price</b>		\$14,478.30		No Bid		\$11,700.00		\$10,557.10		\$9,470.00	
<b>Total Recommended Award</b>											
30 Day Delivery		No		Yes		Yes		Yes		Yes	
Exceptions		Yes		Yes		Yes		Yes		Yes	
Acknowledge Addendum (1)		Yes		Yes		Yes		Yes		Yes - after bid opening	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes	
Local Preference		No		No		No		No		No	
Conflict of Interest (if applicable)		Yes		No		No		No		No	
		Brand: Sensus		Brand: Recordall		Brand: Neptune		Brand: Hersey/Mueller Systems		Brand: Zenner	

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH FORTILINE WATERWORKS OF ROUND ROCK, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$140,000, FOR THE PURCHASE OF WATER METERS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on July 25, 2017, Staff received five bids for water meters with the low bidder being Fortiline (Fortiline) Waterworks of Round Rock, Texas, which bid the Zenner brand meter;

**Whereas**, Fortiline took exception to the specifications - all exceptions have been reviewed by Metering Staff, and Staff has determined that the offered substitution in technical specification provides for an equal to or better standard than was requested by the City;

**Whereas**, this will be the first time the City will utilize the Zenner meter brand and as such, Staff contacted references provided by Fortiline, and favorable feedback was received regarding the performance of Zenner meters and service provided by Fortiline;

**Whereas**, Fortiline provided sample Zenner meters to the City for testing and results were favorable;

**Whereas**, the City has done business with Fortiline in the past and has found the company to be a responsive and responsible vendor and Staff recommends Council authorize an annual purchase agreement with Fortiline Waterworks of Round Rock, Texas in the estimated annual amount of \$140,000, for the purchase of water meters for fiscal year 2018;

**Whereas**, this purchase agreement will be for a one-year period commencing October 1, 2017, with the option to renew the agreement for four additional one-year periods, if so agreed by both parties;

**Whereas**, meters are purchased on an as needed basis and are accounted for in the Utility Warehouse's inventory account – meters are charged to departmental expenditure accounts as they are issued to the Water Metering Department; 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 annual purchase agreement with Fortiline Waterworks of Round Rock, Texas in the estimated annual amount of \$140,000, for the purchase of water meters 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Q-2)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Director of Fleet Services  
Justin Brantley, Assistant Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual purchase agreement for vehicle and equipment tires for FY2018 with Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service of Nashville, TN in the estimated annual amount of \$177,354.64.

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

**ITEM SUMMARY:** Authorization of this purchase agreement allows for the purchase of tires needed for the City of Temple's Fleet Services Department during FY 2018.

As shown on the attached bid tabulation, on August 24, 2017, the City received four bids for the purchase of vehicle and equipment tires. As allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, delivery schedule, product availability, and performance & service history of bidder. A five-member bid evaluation committee was formed to evaluate the four bids. Based on the pre-defined bid evaluation criteria, it is the committee's recommendation to award the purchase of tires to Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service (GCR). GCR will service the contract out of their Waco office.

The City has done business with GCR in the past and finds them to be a responsible and responsive vendor.

The proposed contract 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.

**FISCAL IMPACT:** Departments have budgeted for tires 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 \$177,354.64 is based on historical expenditures.

**ATTACHMENTS:**

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

**Tabulation of Bids Received  
on August 24, 2017 at 2:00 p.m.**

**Tires  
Bid # 38-01-18**

Bidders										
The Goodyear Tire & Rubber Company			All American Diesel & Tire, LLC			Southern Tire Mart, LLC			Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service	
Elm Mott, TX			Troy, TX			Columbia, MS			Nashville, TN	

Section 1 - Passenger Vehicle Tires										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
P195/60R15	89T	4	\$63.00	\$252.00	\$70.61	\$282.44	\$61.00	\$244.00	\$61.43	\$245.72
P215/55R17	93S	4	\$85.75	\$343.00	\$103.72	\$414.88	\$89.00	\$356.00	\$89.32	\$357.28
235/70R17	H	16	\$140.46	\$2,247.36	\$165.30	\$2,644.80	\$104.95	\$1,679.20	\$106.02	\$1,696.32
<b>Total of Section 1</b>			<b>\$2,842.36</b>		<b>\$3,342.12</b>		<b>\$2,279.20</b>		<b>\$2,299.32</b>	

Section 2 -Pursuit Vehicle Tires										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
P225/60R16	97V	10	\$95.00	\$950.00	\$140.22	\$1,402.20	\$96.95	\$969.50	\$97.85	\$978.50
P235/55R17	98W	120	\$107.50	\$12,900.00	\$194.79	\$23,374.80	\$109.50	\$13,140.00	\$111.70	\$13,404.00
P265/60R17	108V	40	\$120.00	\$4,800.00	\$227.84	\$9,113.60	\$123.95	\$4,958.00	\$124.40	\$4,976.00
P235/50R18	97W	24	\$135.00	\$3,240.00	\$252.72	\$6,065.28	\$138.95	\$3,334.80	\$139.98	\$3,359.52
P245/55R18	108W	52	\$125.00	\$6,500.00	\$240.95	\$12,529.40	\$129.95	\$6,757.40	\$130.84	\$6,803.68
<b>Total of Section 2</b>			<b>\$28,390.00</b>		<b>\$52,485.28</b>		<b>\$29,159.70</b>		<b>\$29,521.70</b>	

Section 3 - Light Truck Tires										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
LT215/85R16	E	10	\$107.00	\$1,070.00	\$125.97	\$1,259.70	\$104.95	\$1,049.50	\$107.67	\$1,076.70
LT225/75R16	D	4	\$110.00	\$440.00	\$132.08	\$528.32	\$113.95	\$455.80	\$116.00	\$464.00
P235/75R17	SL	24	\$132.24	\$3,173.76	\$173.45	\$4,162.80	\$112.95	\$2,710.80	\$115.16	\$2,763.84
LT235/85R16	E	8	\$119.00	\$952.00	\$131.88	\$1,055.04	\$116.95	\$935.60	\$119.39	\$955.12
P235/70R16	XL	4	\$111.37	\$445.48	\$144.19	\$576.76	\$105.95	\$423.80	\$107.49	\$429.96
P235/70R17	XL	12	\$140.46	\$1,685.52	\$165.30	\$1,983.60	\$104.95	\$1,259.40	\$106.02	\$1,272.24
LT245/75R17	E	82	\$133.00	\$10,906.00	\$153.84	\$12,614.88	\$122.95	\$10,081.90	\$125.96	\$10,328.72
P245/70R17	108S	4	\$119.00	\$476.00	\$161.62	\$646.48	\$101.95	\$407.80	\$103.35	\$413.40
<b>Total of Section 3</b>			<b>\$19,148.76</b>		<b>\$22,827.58</b>		<b>\$17,324.60</b>		<b>\$17,703.98</b>	

Section 4 - Medium & Heavy Duty Truck Tires										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
225/70R19.5	14	12	\$250.00	\$3,000.00	\$265.51	\$3,186.12	\$219.95	\$2,639.40	\$224.50	\$2,694.00
245/70R19.5	G	22	\$260.00	\$5,720.00	\$279.03	\$6,138.66	\$244.95	\$5,388.90	\$250.25	\$5,505.50
255/70R22.5	H	4	\$330.00	\$1,320.00	\$312.97	\$1,251.88	\$276.80	\$1,107.20	\$312.98	\$1,251.92
11R22.5	H	30	\$320.00	\$9,600.00	\$367.69	\$11,030.70	\$313.95	\$9,418.50	\$319.50	\$9,585.00
11R22.5	H	24	\$315.00	\$7,560.00	\$454.18	\$10,900.32	\$360.95	\$8,662.80	\$366.41	\$8,793.84
11R22.5	G	24	\$335.00	\$8,040.00	\$375.98	\$9,023.52	\$304.95	\$7,318.80	\$310.93	\$7,462.32
12R22.5	H	30	\$400.00	\$12,000.00	\$422.28	\$12,668.40	\$367.95	\$11,038.50	\$373.48	\$11,204.40
12R24.5	H	2	\$550.00	\$1,100.00	\$446.65	\$893.30	\$345.00	\$690.00	\$347.61	\$695.22
315/80R22.5	L	70	\$415.00	\$29,050.00	\$588.81	\$41,216.70	\$369.95	\$25,896.50	\$375.00	\$26,250.00
385/65R22.5	J	26	\$550.00	\$14,300.00	\$530.07	\$13,781.82	\$453.95	\$11,802.70	\$459.00	\$11,934.00
425/65R22.5	K	2	\$575.00	\$1,150.00	\$601.98	\$1,203.96	\$516.95	\$1,033.90	\$522.00	\$1,044.00
445/65R22.5	L	2	\$600.00	\$1,200.00	\$658.50	\$1,317.00	\$564.95	\$1,129.90	\$570.00	\$1,140.00
<b>Total of Section 4</b>			<b>\$94,040.00</b>		<b>\$112,612.38</b>		<b>\$86,127.10</b>		<b>\$87,560.20</b>	

Section 5 - Equipment Tires										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11L-15	10 Ply	2	\$125.00	\$250.00	\$189.96	\$379.92	\$119.59	\$239.18	\$128.12	\$256.24
11L-15	8 Ply	4	\$120.00	\$480.00	\$129.13	\$516.52	\$72.45	\$289.80	\$107.37	\$429.48
27x9.50-15	6 Ply	4	\$120.00	\$480.00	\$188.21	\$752.84	\$128.23	\$512.92	\$130.84	\$523.36
305/70D16.5	10 Ply	4	No Bid		\$292.18	\$1,168.72	\$174.00	\$696.00	\$178.29	\$713.16
10.00-16SL	8 Ply	2	\$179.00	\$358.00	\$207.47	\$414.94	\$126.50	\$253.00	\$131.02	\$262.04
11L-16	12 Ply	12	\$198.00	\$2,376.00	\$230.63	\$2,767.56	\$149.00	\$1,788.00	\$152.46	\$1,829.52
12-16.5NHS	12 Ply	2	\$272.00	\$544.00	\$192.78	\$385.56	\$127.65	\$255.30	\$179.00	\$358.00
320/80R18	Load Index 141	6	No Bid	No Bid	No Bid	No Bid	\$344.00	\$2,064.00	\$349.65	\$2,097.90
15-19.5NHS	12 Ply	4	\$372.00	\$1,488.00	\$726.04	\$2,904.16	\$439.00	\$1,756.00	\$444.15	\$1,776.60
500/70R24	Load Index 164	4	\$717.00	\$2,868.00	\$1,103.99	\$4,415.96	\$669.00	\$2,676.00	\$675.36	\$2,701.44
340/85R24	Load Index 125	2	\$1,201.00	\$2,402.00	\$640.62	\$1,281.02	\$411.49	\$822.98	\$582.12	\$1,164.24

**Tabulation of Bids Received  
on August 24, 2017 at 2:00 p.m.**

**Tires  
Bid # 38-01-18**

Bidders										
			The Goodyear Tire & Rubber Company	All American Diesel & Tire, LLC		Southern Tire Mart, LLC		Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service		
			Elm Mott, TX	Troy, TX		Columbia, MS		Nashville, TN		
400/80R24	Load Index 144	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$632.17	\$1,264.34
460/85R34	Load Index 147	2	\$2,014.00	\$4,028.00	No Bid	No Bid	\$869.29	\$1,738.58	\$2,004.14	\$4,008.28
480/80R34	Load Index 159	2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,086.85	\$2,173.70
420/90R30	Load Index 145	2	\$1,362.00	\$2,724.00	\$1,219.30	\$2,438.60	\$981.64	\$1,963.28	\$1,424.70	\$2,849.40
<b>Total of Section 5</b>			<b>Incomplete</b>		<b>Incomplete</b>		<b>Incomplete</b>		<b>\$22,407.70</b>	

Section 6 - Trailer										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ST225/75R15	Load D	12	\$71.23	\$854.76	\$77.32	\$927.84	\$60.67	\$728.04	\$62.04	\$744.48
23x8.50-12/6	Load C	4	\$137.00	\$548.00	\$88.63	\$354.52	\$103.31	\$413.24	\$122.16	\$488.64
ST235/80R16	Load E	24	\$93.63	\$2,247.12	\$96.78	\$2,322.72	\$67.85	\$1,628.40	\$80.34	\$1,928.16
ST205/75R15	Load D	40	\$97.90	\$3,916.00	\$67.60	\$2,704.00	\$46.87	\$1,874.80	\$51.76	\$2,070.40
255/70R22.5	H	4	\$357.33	\$1,429.32	\$313.96	\$1,255.84	\$186.34	\$745.36	\$313.97	\$1,255.88
<b>Total of Section 6</b>			<b>\$8,995.20</b>		<b>\$7,564.92</b>		<b>\$5,389.84</b>		<b>\$6,487.56</b>	

Section 7 - Lawn and Garden										
Size	Load Range Speed Rating	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11X4.00-5	4 Ply	8	No Bid	No Bid	\$17.04	\$136.32	\$17.40	\$139.20	\$18.15	\$145.20
13X6.5-6	4 Ply	4	No Bid	No Bid	\$25.42	\$101.68	\$25.18	\$100.72	\$26.27	\$105.08
13x6.5-69	Solid	14	No Bid	No Bid	No Bid	No Bid	\$120.00	\$1,680.00	\$50.00	\$700.00
13X5.00-6	4 Ply	6	No Bid	No Bid	\$15.36	\$92.16	\$10.55	\$63.30	\$12.05	\$72.30
13X5.00-6	2 Ply	4	No Bid	No Bid	\$14.53	\$58.12	\$14.95	\$59.80	\$15.88	\$63.52
18-8.50-8NHS	4 Ply	2	No Bid	No Bid	\$48.75	\$97.50	\$28.79	\$57.58	\$52.16	\$104.32
18x8.50-8	2 Ply	4	No Bid	No Bid	\$38.51	\$154.04	\$28.79	\$115.16	\$41.76	\$167.04
18.5x8.5-8	4 Ply	12	\$75.00	\$900.00	\$44.77	\$537.24	\$42.96	\$515.52	\$44.35	\$532.20
AT22x11-8	Belted	2	\$76.00	\$152.00	\$79.81	\$159.62	\$75.78	\$151.56	\$76.37	\$152.74
22.5x10.00-8	4 Ply	4	No Bid	No Bid	No Bid	No Bid	\$79.31	\$317.24	\$82.75	\$331.00
22.5x10.50-8	2 Ply	4	No Bid	No Bid	No Bid	No Bid	\$79.31	\$317.24	\$82.75	\$331.00
25x12-9	Belted	4	\$81.00	\$324.00	\$118.40	\$473.60	\$102.75	\$411.00	\$107.20	\$428.80
20.5x8.00-10	8 Ply	4	No Bid	No Bid	No Bid	No Bid	\$45.06	\$180.24	\$88.57	\$354.28
20x10.00-10	6 Ply	4	No Bid	No Bid	No Bid	No Bid	\$44.05	\$176.20	\$80.23	\$320.92
AT24x9.50-10	4 Ply	4	No Bid	No Bid	No Bid	No Bid	\$87.82	\$351.28	\$90.63	\$362.52
23X8.50-12NHS	6 Ply	8	\$137.00	\$1,096.00	No Bid	No Bid	\$103.31	\$826.48	\$107.78	\$862.24
29x12.5-15	10 PR	6	\$239.00	\$1,434.00	\$259.94	\$1,559.64	\$220.80	\$1,324.80	\$227.64	\$1,365.84
23x10.50-12	6 Ply	18	No Bid	No Bid	\$111.75	\$2,011.50	\$101.38	\$1,824.84	\$105.77	\$1,903.86
24x12-12	4 Ply	16	\$452.00	\$7,232.00	\$90.92	\$1,454.72	\$93.22	\$1,491.52	\$86.35	\$1,381.60
24x13.00-12	6 Ply	4	\$100.00	\$400.00	\$175.33	\$701.32	\$146.22	\$584.88	\$152.56	\$610.24
31-13.50x15	8 Ply	4	\$271.00	\$1,084.00	\$377.41	\$1,509.64	\$378.00	\$1,512.00	\$269.87	\$1,079.48
<b>Total of Section 7</b>			<b>Incomplete</b>		<b>Incomplete</b>		<b>\$12,200.56</b>		<b>\$11,374.18</b>	

<b>Total of Sections 1 thru 7</b>	<b>Incomplete</b>	<b>Incomplete</b>	<b>Incomplete</b>	<b>\$177,354.64</b>
Bidder Questions	Yes	Yes	Yes	Yes
Exceptions	Yes	Yes	Yes	Yes
Credit Check Authorization	Yes	Yes	Yes	Yes
Local Preference Declaration	No	No	No	No

**Recommended for Council Award**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC dba GCR TIRES AND SERVICE OF NASHVILLE, TENNESSEE IN THE ESTIMATED ANNUAL AMOUNT OF \$177,354.64, FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 24, 2017, the City received four bids for the purchase of vehicle and equipment tires - as allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, delivery schedule, product availability, and performance and service history of the bidder;

**Whereas**, a Staff committee evaluated the bids received and based on the pre-defined bid evaluation criteria, Staff recommends Council authorize a purchase agreement with Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service (GCR) of Nashville, Tennessee in the estimated annual amount of \$177,354.64 - GCR will service this contract out of their Waco, Texas office;

**Whereas**, the City has done business with GCR in the past and finds the company to be a responsible and responsive vendor;

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

**Whereas**, each department with vehicles has budgeted for tires in their fiscal year 2018 budget – tires purchased under this agreement will be purchased into a Fleet Maintenance inventory account and charged to various accounts upon use; 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 annual purchase agreement with Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service of Nashville, Tennessee in the estimated annual amount of \$177,354.64, for vehicle and equipment 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Q-3)  
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 annual purchase agreements with the following sign and traffic control supply vendors for FY2018 in the estimated annual amount of \$51,483.92:

Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum of Foley, AL	\$38,634.74
American Traffic Safety Materials, Inc. of Orange Park, FL	\$ 6,438.11
PathMark Traffic Products of Texas, Inc. of San Marcos	\$ 3,435.00
Lightle Enterprises of Ohio, LLC of Frankfort, OH	\$ 2,466.55
Custom Products Corporation of Jackson, MS	\$ 487.92
Eastern Metal of Elmira, Inc. of Elmira, NY	\$ 21.60

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

**ITEM SUMMARY:** Authorization of these annual purchase agreements will provide as-needed sign and traffic control supplies for the City's Street Department during FY2018.

As shown on the attached bid tabulation, on August 17, 2017, the City received eight bids for the purchase of sign and traffic control supplies. The solicitation asked for pricing on several possible traffic control supply items that may be needed throughout the year, and will be ordered on an as-needed basis. The bid was stated to be awarded by section, with the exception of Section 5, which was stated to be awarded by line item.

The City has done business with these bidders in the past and finds them to be responsive and responsible vendors. The proposed purchase agreements are for a one-year period commencing on October 1, 2017, with the option to extend the agreements for four additional one-year periods if so agreed to between the City and each vendor.

**FISCAL IMPACT:** Sign and traffic control supplies are purchased on an as-needed basis and are accounted for in the Sign Shop's inventory account. As supplies are used, they are charged to the appropriate departmental expenditure account. Based on historical usage, it is estimated that \$51,483.92 in sign and traffic control supplies will be purchased throughout FY2018.

### **ATTACHMENTS:**

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

Bid Tabulation for Sign/Traffic Control Supplies Received August 17, 2017 at 3:30 p.m. Bid# 34-01-18				Custom Products Corporation (601)813-0455 Jackson, MS		American Traffic Safety Materials, Inc. (877)872-2876 Ext.7 Orange Park, FL		Lightle Enterprises of Ohio, LLC (740)998-5363 Frankfort, Ohio		Traffic Parts, Inc. (800)345-6329 Spring, TX		Eastern Metal of Elmira, Inc. (607)734-2295 Elmira, NY		Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum (800)633-6845 Foley, AL		Osburn Associates, Inc. (800)523-8917 St. Petersburg, FL		PathMark Traffic Products of Texas, Inc. (800)547-0874 San Marcos, TX	
Section 1 - Sign Face Material	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Stop Face MR1-1	24x24	25	each	NO BID		NO BID		\$7.38	\$184.50	NO BID		\$23.84	\$596.00	\$5.60	\$140.00	\$5.52	\$138.00	NO BID	
Stop Face R1-1	30x30	200	each	NO BID		NO BID		\$11.53	\$2,306.00	NO BID		\$27.12	\$5,424.00	\$8.75	\$1,750.00	\$8.63	\$1,726.00	NO BID	
Stop Face ER1-1	36x36	25	each	NO BID		NO BID		\$16.60	\$415.00	NO BID		\$34.17	\$854.25	\$12.60	\$315.00	\$12.42	\$310.50	NO BID	
Advanced Stop Face MW3-1a	30x30	25	each	NO BID		NO BID		\$13.87	\$346.75	NO BID		\$30.12	\$753.00	\$9.55	\$238.75	\$8.63	\$215.75	NO BID	
Yield Face MR1-2	30x30x30	5	each	NO BID		NO BID		\$6.50	\$32.50	NO BID		\$18.36	\$91.80	\$3.12	\$15.60	\$4.31	\$21.55	NO BID	
Yield Face R1-2	36x36x36	5	each	NO BID		NO BID		\$8.50	\$42.50	NO BID		\$21.60	\$108.00	\$3.87	\$19.35	\$6.21	\$31.05	NO BID	
Advanced Yield Face MW3-2a	30x30	5	each	NO BID		NO BID		\$13.87	\$69.35	NO BID		\$19.86	\$99.30	\$7.03	\$35.15	\$8.63	\$43.15	NO BID	
Speed Limit Face MR2-1-B	18x24	75	each	NO BID		NO BID		\$5.54	\$415.50	NO BID		\$21.65	\$1,623.75	\$2.91	\$218.25	\$4.14	\$310.50	NO BID	
Speed Limit Face R2-1-B	24x30	10	each	NO BID		NO BID		\$9.23	\$92.30	NO BID		\$36.08	\$360.80	\$4.85	\$48.50	\$6.90	\$69.00	NO BID	
Do Not Enter Face R5-1	30x30	10	each	NO BID		NO BID		\$11.53	\$115.30	NO BID		\$26.51	\$265.10	\$6.06	\$60.60	\$8.63	\$86.30	NO BID	
Wrong Way Face R5-1a	36x24	10	each	NO BID		NO BID		\$11.07	\$110.70	NO BID		\$42.54	\$425.40	\$5.82	\$58.20	\$8.28	\$82.80	NO BID	
One Way Right Face R6-1R	36x12	10	each	NO BID		NO BID		\$5.54	\$55.40	NO BID		\$21.65	\$216.50	\$2.91	\$29.10	\$4.14	\$41.40	NO BID	
One Way Right Face R6-2R	18x24	5	each	NO BID		NO BID		\$5.54	\$27.70	NO BID		\$21.65	\$108.25	\$2.91	\$14.55	\$4.14	\$20.70	NO BID	
One Way Left Face R6-1L	36x12	10	each	NO BID		NO BID		\$5.54	\$55.40	NO BID		\$21.65	\$216.50	\$2.91	\$29.10	\$4.14	\$41.40	NO BID	
One Way Left Face R6-2L	18x24	5	each	NO BID		NO BID		\$5.54	\$27.70	NO BID		\$21.65	\$108.25	\$2.91	\$14.55	\$4.14	\$20.70	NO BID	
No Truck Symbol Face SR5-2	30x30	10	each	NO BID		NO BID		\$11.53	\$115.30	NO BID		\$44.15	\$441.50	\$6.45	\$64.50	\$8.63	\$86.30	NO BID	
No Left Turn Symbol Face R3-2	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.45	\$32.25	\$8.63	\$43.15	NO BID	
No Right Turn Symbol Face R3-1	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.45	\$32.25	\$8.63	\$43.15	NO BID	
No U Turn Symbol Face R3-4	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.45	\$32.25	\$8.63	\$43.15	NO BID	
No Parking Anytime Face R7-1	18x24	50	each	NO BID		NO BID		\$5.54	\$277.00	NO BID		\$21.65	\$1,082.50	\$2.91	\$145.50	\$4.14	\$207.00	NO BID	
No Parking Plain Face R7-2-B	18x24	10	each	NO BID		NO BID		\$5.54	\$55.40	NO BID		\$21.65	\$216.50	\$2.91	\$29.10	\$4.14	\$41.40	NO BID	
Two Hr. Parking Face R7-5-9	12x18	10	each	NO BID		NO BID		\$2.77	\$27.70	NO BID		\$10.82	\$108.20	\$1.96	\$19.60	\$2.07	\$20.70	NO BID	
Reserved Parking/Handicap Face R7-8	12x18	10	each	NO BID		NO BID		\$2.77	\$27.70	NO BID		\$10.82	\$108.20	\$1.96	\$19.60	\$2.07	\$20.70	NO BID	
Reserved Parking/Handicap Face R7-8	18x24	10	each	NO BID		NO BID		\$5.54	\$55.40	NO BID		\$21.65	\$216.50	\$3.40	\$34.00	\$4.14	\$41.40	NO BID	
Pedestrian Crossing Symbol Face W11A-2	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$60.15	\$300.75	\$8.75	\$43.75	\$8.63	\$43.15	NO BID	
Fluorescent School Crossing Symbol Face S2-1	36x36	5	each	NO BID		NO BID		\$26.46	\$132.30	NO BID		\$67.64	\$338.20	\$24.39	\$121.95	\$21.42	\$107.10	NO BID	
Fluorescent Advanced School Crossing Symbol Face S1-1	36x36	5	each	NO BID		NO BID		\$26.46	\$132.30	NO BID		\$67.64	\$338.20	\$24.39	\$121.95	\$21.42	\$107.10	NO BID	
Two Way Traffic Symbol Face W6-3	30x30	4	each	NO BID		NO BID		\$11.53	\$46.12	NO BID		\$44.15	\$176.60	\$6.06	\$24.24	\$8.63	\$34.52	NO BID	
T Intersection Symbol Face W2-4	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Sharp Right Turn Symbol Face MW1-1R	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Sharp Left Turn Symbol Face MW1-1L	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Curve to Right Symbol Face MW1-2R	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Curve to Left Symbol Face MW1-2L	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Reverse Turn Right Symbol Face MW1-3R	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Reverse Turn Left Symbol Face MW1-3L	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Winding Road Right Symbol Face MW1-5R	30x30	2	each	NO BID		NO BID		\$11.53	\$23.06	NO BID		\$44.15	\$88.30	\$6.06	\$12.12	\$8.63	\$17.26	NO BID	
Winding Road Left Symbol Face MW1-5L	30x30	5	each	NO BID		NO BID		\$11.53	\$57.65	NO BID		\$44.15	\$220.75	\$6.06	\$30.30	\$8.63	\$43.15	NO BID	
Chevron Symbol Face MW1-8	12x18	25	each	NO BID		NO BID		\$2.77	\$69.25	NO BID		\$10.82	\$270.50	\$146.00	\$36.50	\$2.07	\$51.75	NO BID	
Chevron Symbol Face W1-8	18x24	25	each	NO BID		NO BID		\$5.54	\$138.50	NO BID		\$21.65	\$541.25	\$2.91	\$72.75	\$4.14	\$103.50	NO BID	
Double Arrow Symbol Face W1-7	48x24	5	each	NO BID		NO BID		\$14.76	\$73.80	NO BID		\$39.99	\$199.95	\$7.76	\$38.80	\$11.04	\$55.20	NO BID	
Bridge Marker Right Face OM-3R	12x36	5	each	NO BID		NO BID		\$5.54	\$27.70	NO BID		\$21.65	\$108.25	\$2.91	\$14.55	\$4.14	\$20.70	NO BID	
Bridge Marker Left Face OM-3L	12x36	5	each	NO BID		NO BID		\$5.54	\$27.70	NO BID		\$21.65	\$108.25	\$2.91	\$14.55	\$4.14	\$20.70	NO BID	
Railroad Crossing Symbol Face W10-1	36x36	5	each	NO BID		NO BID		\$16.60	\$83.00	NO BID		\$34.17	\$170.85	\$8.73	\$43.65	\$12.42	\$62.10	NO BID	
Flagmen Symbol Face W20-7a	30x30	4	each	NO BID		NO BID		\$11.53	\$46.12	NO BID		\$44.15	\$176.60	\$6.06	\$24.24	\$8.63	\$34.52	NO BID	
White with Black Border Face	18x24	25	each	NO BID		NO BID		\$5.54	\$138.50	NO BID		\$21.65	\$541.25	\$2.91	\$72.75	\$4.14	\$103.50	NO BID	
White with Black Border Face	24x24	10	each	NO BID		NO BID		\$7.38	\$73.80	NO BID		\$28.11	\$281.10	\$3.88	\$38.80	\$5.52	\$55.20	NO BID	
White with Black Border Face	30x30	15	each	NO BID		NO BID		\$11.53	\$172.95	NO BID		\$44.15	\$662.25	\$6.06	\$90.90	\$8.63	\$129.45	NO BID	
White with Black Border Face	30x36	10	each	NO BID		NO BID		\$13.84	\$138.40	NO BID		\$37.82	\$378.20	\$7.28	\$72.80	\$10.35	\$103.50	NO BID	
White with Red Border Face	18x24	10	each	NO BID		NO BID		\$5.54	\$55.40	NO BID		\$21.65	\$216.50	\$2.91	\$29.10	\$4.14	\$41.40	NO BID	
White with Red Border Face	24x24	10	each	NO BID		NO BID		\$7.38	\$73.80	NO BID		\$28.11	\$281.10	\$3.88	\$38.80	\$5.52	\$55.20	NO BID	

Bid Tabulation for Sign/Traffic Control Supplies Received August 17, 2017 at 3:30 p.m. Bid# 34-01-18				Custom Products Corporation (601)813-0455 Jackson, MS	American Traffic Safety Materials, Inc. (877)872-2876 Ext.7 Orange Park, FL	Lightle Enterprises of Ohio, LLC (740)998-5363 Frankfort, Ohio	Traffic Parts, Inc. (800)345-6329 Spring, TX	Eastern Metal of Elmira, Inc. (607)734-2295 Elmira, NY	Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum (800)633-6845 Foley, AL	Osburn Associates, Inc. (800)523-8917 St. Petersburg, FL	PathMark Traffic Products of Texas, Inc. (800)547-0874 San Marcos, TX				
White with Blue Border Face	18x24	5	each	NO BID	NO BID	\$5.54	\$27.70	NO BID	\$21.65	\$108.25	\$2.91	\$14.55	\$4.14	\$20.70	NO BID
Green with White Border Face	24x24	5	each	NO BID	NO BID	\$7.38	\$36.90	NO BID	\$28.11	\$140.55	\$3.88	\$19.40	\$5.52	\$27.60	NO BID
Yellow with Black Border Face	30x30	10	each	NO BID	NO BID	\$11.53	\$115.30	NO BID	\$44.15	\$441.50	\$8.75	\$87.50	\$8.63	\$86.30	NO BID
Orange with Black Border Face	24x24	25	each	NO BID	NO BID	\$7.38	\$184.50	NO BID	\$28.11	\$702.75	\$3.88	\$97.00	\$5.52	\$138.00	NO BID
Orange with Black Border Face	30x30	10	each	NO BID	NO BID	\$11.53	\$115.30	NO BID	\$44.15	\$441.50	\$6.06	\$60.60	\$8.63	\$86.30	NO BID
Orange with Black Border Face	36x36	5	each	NO BID	NO BID	\$16.60	\$83.00	NO BID	\$34.17	\$170.85	\$8.73	\$43.65	\$12.42	\$62.10	NO BID
Red with White Border Face	6x12	25	each	NO BID	NO BID	\$0.94	\$23.50	NO BID	\$5.72	\$143.00	\$0.49	\$12.25	\$0.69	\$17.25	NO BID
Section 1 - Sign Face Material Total				NO BID	NO BID	\$7,585.80		NO BID	\$23,179.05		\$4,885.30		\$5,635.05		NO BID

Section 2 - Sign Caps, Crosses, Brackets and Clamps	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Caps for extruded blanks (round)	5"	100	each	\$3.20	\$320.00	NO BID	\$2.85	\$285.00	NO BID	NO BID	NO BID	\$3.50	\$350.00	\$3.75	\$375.00	\$2.39	\$239.00		
Crosses (sign separators) for extruded blanks	5"	100	each	\$3.20	\$320.00	NO BID	\$2.86	\$286.00	NO BID	NO BID	NO BID	\$3.50	\$350.00	\$3.75	\$375.00	\$2.39	\$239.00		
Caps for extruded blanks (round)	12"	25	each	\$9.25	\$231.25	NO BID	\$8.44	\$211.00	NO BID	NO BID	NO BID	\$8.95	\$223.75	\$7.25	\$181.25	\$6.62	\$165.50		
Crosses (sign separators) for extruded blanks	12"	25	each	\$9.25	\$231.25	NO BID	\$8.53	\$213.25	NO BID	NO BID	NO BID	\$8.95	\$223.75	\$7.25	\$181.25	\$6.62	\$165.50		
Wing brackets (VS-1A or approved equal)	9"	10	each	\$24.80	\$248.00	NO BID	\$3.40	\$34.00	NO BID	NO BID	NO BID	\$5.70	\$57.00	\$12.25	\$122.50	\$17.00	\$170.00		
VS-8 Metro Bracket for pole mounting extruded signs	16-1/2"	10	each	\$10.50	\$105.00	NO BID	\$5.70	\$57.00	NO BID	NO BID	NO BID	\$6.95	\$69.50	\$7.25	\$72.50	\$14.00	\$140.00		
VS-800 Metro Bracket for pole mounting extruded signs	24"	10	each	\$16.45	\$164.50	NO BID	\$10.94	\$109.40	NO BID	NO BID	NO BID	\$11.44	\$114.40	\$9.50	\$95.00	\$29.00	\$290.00		
Aluminum post clamps for mounting signs on round posts (include aluminum fasteners)	2-3/8"	75	each	\$8.85	\$663.75	NO BID	\$1.90	\$142.50	NO BID	NO BID	NO BID	\$1.25	\$93.75	\$5.25	\$393.75	\$1.35	\$101.25		
Section 2 - Sign Caps, Crosses, Brackets and Clamps Total				\$2,283.75		NO BID		\$1,338.15		NO BID		NO BID		\$1,482.15		\$1,796.25		\$1,510.25	

Section 3 - Sign Pipe and Accessories	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Yellow Sign Pipe	2-3/8" x 10'	100	each	NO BID	NO BID	NO BID	\$46.00	\$4,600.00	NO BID	NO BID	NO BID	\$43.36	\$4,336.00	NO BID	NO BID	\$39.99	\$3,999.00		
Yellow Sign Pipe	2-3/8" x 11'	50	each	NO BID	NO BID	NO BID	\$50.60	\$2,530.00	NO BID	NO BID	NO BID	\$47.66	\$2,383.00	NO BID	NO BID	\$42.94	\$2,147.00		
Galvanized Pipe	.065 x 2-3/8" x 10'	100	each	NO BID	NO BID	NO BID	\$26.00	\$2,600.00	NO BID	NO BID	NO BID	\$22.50	\$2,250.00	NO BID	NO BID	\$33.90	\$3,390.00		
Galvanized Pipe	.065 x 2-3/8" x 11'	100	each	NO BID	NO BID	NO BID	\$28.60	\$2,860.00	NO BID	NO BID	NO BID	\$24.80	\$2,480.00	NO BID	NO BID	\$37.62	\$3,762.00		
Sockets with wedges (shims)	2-7/8"	200	each	NO BID	NO BID	NO BID	\$21.98	\$4,396.00	NO BID	NO BID	NO BID	\$20.20	\$4,040.00	NO BID	NO BID	\$12.65	\$2,530.00		
Section 3 - Sign Pipe and Accessories Total				NO BID		NO BID		\$16,986.00		NO BID		NO BID		\$15,489.00		NO BID		\$15,828.00	

Section 4 - Road Marking Accessories	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Amber Road Markers	62"	25	each	NO BID	NO BID	NO BID	\$27.90	\$697.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$18.00	\$450.00		
White Road Markers	62"	25	each	NO BID	NO BID	NO BID	\$27.90	\$697.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$18.00	\$450.00		
Aluminum Amber Delineators with 3/8" square or diamond hole in center	4"x4"	25	each	NO BID	NO BID	NO BID	\$1.20	\$30.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1.85	\$46.25		
Aluminum White Delineators with 3/8" square or diamond hole in center	4"x4"	25	each	NO BID	NO BID	NO BID	\$1.20	\$30.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1.85	\$46.25		
Section 4 - Road Marking Accessories Total				NO BID		NO BID		\$1,455.00		NO BID		NO BID		NO BID		NO BID		\$992.50	

Section 5 - Barricade Materials and Accessories	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Emergency LED flashers for barricade with solar switch with amber lens	N/A	20	each	\$19.60	\$392.00	NO BID	\$14.90	\$298.00	NO BID	\$16.80	\$336.00	NO BID	NO BID	NO BID	NO BID	\$21.85	\$437.00		
Spring-type battery for emergency flasher	6-volt	48	each	\$2.88	\$138.24	NO BID	\$2.80	\$134.40	NO BID	\$2.84	\$136.32	NO BID	NO BID	NO BID	NO BID	\$3.45	\$165.60		
Replacement bulbs for 6-volt emergency flashers	N/A	24	each	\$10.00	\$240.00	NO BID	\$1.20	\$28.80	NO BID	\$0.90	\$21.60	NO BID	NO BID	NO BID	NO BID	\$16.10	\$386.40		
Dead End Barricade Tape (red/white)	6"x12'	60	each	\$16.19	\$971.40	NO BID	\$11.60	\$696.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$24.65	\$1,479.00		
Barricade Tape Left (orange/white)	6"x150'	2	each	\$121.98	\$243.96	NO BID	\$128.70	\$257.40	NO BID	\$136.51	\$273.02	\$125.63	\$251.26	NO BID	NO BID	\$134.00	\$268.00		
Barricade Tape Right (orange/white)	6"x150'	2	each	\$121.98	\$243.96	NO BID	\$128.70	\$257.40	NO BID	\$136.51	\$273.02	\$125.63	\$251.26	NO BID	NO BID	\$134.00	\$268.00		
Traffic Cones (fluorescent orange) meeting MUTCD specs	28"	100	each	\$17.75	\$1,775.00	NO BID	\$12.90	\$1,290.00	NO BID	\$14.29	\$1,429.00	\$12.98	\$1,298.00	NO BID	NO BID	\$12.32	\$1,232.00		

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Traffic Cones (fluorescent orange with 2 white reflective cone collars) meeting MUTCD specs	28"	100	each	\$23.45	\$2,345.00	NO BID		\$17.50	\$1,750.00	NO BID		\$17.46	\$1,746.00	\$15.80	\$1,580.00	NO BID		\$16.28	\$1,628.00
Section 5 - Barricade Materials and Accessories Total				\$487.92		NO BID		\$1,128.40		NO BID		\$21.60		\$1,580.00		NO BID		\$1,232.00	

Section 6 - Sign Blanks	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Stop Blank	24x24	25	each	NO BID		NO BID		\$9.00	\$225.00	NO BID		NO BID		\$7.46	\$186.50	\$8.32	\$208.00	NO BID	
Stop Blank	30x30	100	each	NO BID		NO BID		\$13.80	\$1,380.00	NO BID		NO BID		\$11.60	\$1,160.00	\$12.98	\$1,298.00	NO BID	
Stop Blank	36x36	5	each	NO BID		NO BID		\$19.80	\$99.00	NO BID		NO BID		\$16.89	\$84.45	\$18.72	\$93.60	NO BID	
Yield Blank	30x30x30	5	each	NO BID		NO BID		\$8.20	\$41.00	NO BID		NO BID		\$7.29	\$36.45	\$6.50	\$32.50	NO BID	
Yield Blank	36x36x36	4	each	NO BID		NO BID		\$10.50	\$42.00	NO BID		NO BID		\$9.10	\$36.40	\$9.36	\$37.44	NO BID	
Aluminum Blank	6x24	5	each	NO BID		NO BID		\$2.30	\$11.50	NO BID		NO BID		\$2.19	\$10.95	\$2.08	\$10.40	NO BID	
Aluminum Blank	6x30	5	each	NO BID		NO BID		\$2.81	\$14.05	NO BID		NO BID		\$2.65	\$13.25	\$2.60	\$13.00	NO BID	
Aluminum Blank	6x36	5	each	NO BID		NO BID		\$3.38	\$16.90	NO BID		NO BID		\$3.33	\$16.65	\$3.12	\$15.60	NO BID	
Aluminum Blank	6x12	25	each	NO BID		NO BID		\$1.40	\$35.00	NO BID		NO BID		\$1.20	\$30.00	\$1.04	\$26.00	NO BID	
Aluminum Blank	6x42	5	each	NO BID		NO BID		\$3.94	\$19.70	NO BID		NO BID		\$3.94	\$19.70	\$3.64	\$18.20	NO BID	
Aluminum Blank	8x24	5	each	NO BID		NO BID		\$3.00	\$15.00	NO BID		NO BID		\$2.95	\$14.75	\$2.77	\$13.85	NO BID	
Aluminum Blank	9x12	5	each	NO BID		NO BID		\$1.90	\$9.50	NO BID		NO BID		\$1.66	\$8.30	\$1.56	\$7.80	NO BID	
Aluminum Blank	9x21	5	each	NO BID		NO BID		\$2.98	\$14.90	NO BID		NO BID		\$2.91	\$14.55	\$2.73	\$13.65	NO BID	
Aluminum Blank	10x24	5	each	NO BID		NO BID		\$3.75	\$18.75	NO BID		NO BID		\$3.63	\$18.15	\$3.47	\$17.35	NO BID	
Aluminum Blank	12x12	25	each	NO BID		NO BID		\$2.25	\$56.25	NO BID		NO BID		\$2.08	\$52.00	\$2.08	\$52.00	NO BID	
Aluminum Blank	12x18	75	each	NO BID		NO BID		\$3.38	\$253.50	NO BID		NO BID		\$3.11	\$233.25	\$3.12	\$234.00	NO BID	
Aluminum Blank	12x36	20	each	NO BID		NO BID		\$6.75	\$135.00	NO BID		NO BID		\$6.44	\$128.80	\$6.24	\$124.80	NO BID	
Yield Blank	30x30x30	5	each	NO BID		NO BID		\$7.60	\$38.00	NO BID		NO BID		\$7.29	\$36.45	\$6.50	\$32.50	NO BID	
Aluminum Blank	15x32	2	each	NO BID		NO BID		\$7.50	\$15.00	NO BID		NO BID		\$7.18	\$14.36	\$6.93	\$13.86	NO BID	
Aluminum Blank	15x36	2	each	NO BID		NO BID		\$8.44	\$16.88	NO BID		NO BID		\$7.07	\$14.14	\$7.80	\$15.60	NO BID	
Aluminum Blank	15x42	2	each	NO BID		NO BID		\$9.84	\$19.68	NO BID		NO BID		\$9.42	\$18.84	\$9.10	\$18.20	NO BID	
Aluminum Blank	15x48	2	each	NO BID		NO BID		\$11.25	\$22.50	NO BID		NO BID		\$8.52	\$17.04	\$10.40	\$20.80	NO BID	
Aluminum Blank	15x54	2	each	NO BID		NO BID		\$12.66	\$25.32	NO BID		NO BID		\$11.69	\$23.38	\$11.70	\$23.40	NO BID	
Aluminum Blank	15x60	2	each	NO BID		NO BID		\$14.06	\$28.12	NO BID		NO BID		\$13.40	\$26.80	\$13.00	\$26.00	NO BID	
Aluminum Blank	15x72	2	each	NO BID		NO BID		\$16.88	\$33.76	NO BID		NO BID		\$16.33	\$32.66	\$15.60	\$31.20	NO BID	
Aluminum Blank	15x84	2	each	NO BID		NO BID		\$19.69	\$39.38	NO BID		NO BID		\$18.11	\$36.22	\$18.20	\$36.40	NO BID	
Aluminum Blank	18x18	15	each	NO BID		NO BID		\$5.06	\$75.90	NO BID		NO BID		\$4.67	\$70.05	\$4.68	\$70.20	NO BID	
Aluminum Blank	18x24	25	each	NO BID		NO BID		\$6.75	\$168.75	NO BID		NO BID		\$6.23	\$155.75	\$6.24	\$156.00	NO BID	
Aluminum Blank	24x24	50	each	NO BID		NO BID		\$9.00	\$450.00	NO BID		NO BID		\$8.32	\$416.00	\$8.32	\$416.00	NO BID	
Aluminum Blank	24x30	15	each	NO BID		NO BID		\$11.25	\$168.75	NO BID		NO BID		\$10.40	\$156.00	\$10.40	\$156.00	NO BID	
Aluminum Blank	24x36	10	each	NO BID		NO BID		\$13.50	\$135.00	NO BID		NO BID		\$12.39	\$123.90	\$12.48	\$124.80	NO BID	
Aluminum Blank	24x48	10	each	NO BID		NO BID		\$18.00	\$180.00	NO BID		NO BID		\$16.81	\$168.10	\$16.64	\$166.40	NO BID	
Aluminum Blank	30x30	50	each	NO BID		NO BID		\$14.06	\$703.00	NO BID		NO BID		\$13.02	\$651.00	\$12.98	\$649.00	NO BID	
Aluminum Blank	30x36	15	each	NO BID		NO BID		\$16.88	\$253.20	NO BID		NO BID		\$15.65	\$234.75	\$15.60	\$234.00	NO BID	
Aluminum Blank	36x36	20	each	NO BID		NO BID		\$20.25	\$405.00	NO BID		NO BID		\$18.97	\$379.40	\$18.72	\$374.40	NO BID	
Aluminum Blank	36x48	10	each	NO BID		NO BID		\$27.00	\$270.00	NO BID		NO BID		\$25.29	\$252.90	\$24.96	\$249.60	NO BID	
Aluminum Blank (round for railroad crossings)	36"	5	each	NO BID		NO BID		\$20.25	\$101.25	NO BID		NO BID		\$18.35	\$91.75	\$18.72	\$93.60	NO BID	
Extruded Blank	6x24	50	each	NO BID		NO BID		\$4.10	\$205.00	NO BID		NO BID		\$3.28	\$164.00	\$3.48	\$174.00	NO BID	
Extruded Blank	6x30	50	each	NO BID		NO BID		\$5.13	\$256.50	NO BID		NO BID		\$4.11	\$205.50	\$4.35	\$217.50	NO BID	
Extruded Blank	6x36	50	each	NO BID		NO BID		\$6.15	\$307.50	NO BID		NO BID		\$4.91	\$245.50	\$5.22	\$261.00	NO BID	
Extruded Blank	6x42	50	each	NO BID		NO BID		\$7.18	\$359.00	NO BID		NO BID		\$5.81	\$290.50	\$6.09	\$304.50	NO BID	
Extruded Blank	6x48	25	each	NO BID		NO BID		\$8.20	\$205.00	NO BID		NO BID		\$6.55	\$163.75	\$6.96	\$174.00	NO BID	
Extruded Blank	9x24	25	each	NO BID		NO BID		\$6.08	\$152.00	NO BID		NO BID		\$4.65	\$116.25	\$5.67	\$141.75	NO BID	
Extruded Blank	9x30	50	each	NO BID		NO BID		\$7.60	\$380.00	NO BID		NO BID		\$5.82	\$291.00	\$7.09	\$354.50	NO BID	
Extruded Blank	9x36	50	each	NO BID		NO BID		\$9.12	\$456.00	NO BID		NO BID		\$6.96	\$348.00	\$8.51	\$425.50	NO BID	
Extruded Blank	9x42	50	each	NO BID		NO BID		\$10.64	\$532.00	NO BID		NO BID		\$8.20	\$410.00	\$9.90	\$495.00	NO BID	

Bid Tabulation for Sign/Traffic Control Supplies Received August 17, 2017 at 3:30 p.m. Bid# 34-01-18				Custom Products Corporation (601)813-0455 Jackson, MS	American Traffic Safety Materials, Inc. (877)872-2876 Ext.7 Orange Park, FL	Lightle Enterprises of Ohio, LLC (740)998-5363 Frankfort, Ohio	Traffic Parts, Inc. (800)345-6329 Spring, TX	Eastern Metal of Elmira, Inc. (607)734-2295 Elmira, NY	Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum (800)633-6845 Foley, AL	Osburn Associates, Inc. (800)523-8917 St. Petersburg, FL	PathMark Traffic Products of Texas, Inc. (800)547-0874 San Marcos, TX			
Extruded Blank	9x48	25	each	NO BID	NO BID	\$12.16	\$304.00	NO BID	NO BID	\$9.27	\$231.75	\$11.34	\$283.50	NO BID
Extruded Blank	9x54	25	each	NO BID	NO BID	\$13.68	\$342.00	NO BID	NO BID	\$10.48	\$262.00	\$12.74	\$318.50	NO BID
Extruded Blank	9x60	5	each	NO BID	NO BID	\$15.20	\$76.00	NO BID	NO BID	\$11.61	\$58.05	\$14.18	\$70.90	NO BID
Extruded Blank	9x72	2	each	NO BID	NO BID	\$18.24	\$36.48	NO BID	NO BID	\$14.02	\$28.04	\$17.01	\$34.02	NO BID
Extruded Blank	9x84	2	each	NO BID	NO BID	\$21.28	\$42.56	NO BID	NO BID	\$16.10	\$32.20	\$19.85	\$39.70	NO BID
Section 6 - Sign Blanks Total				NO BID	NO BID	\$9,190.58		NO BID	NO BID	\$7,830.18		\$8,418.52		NO BID

Section 7 - Traffic Buttons and Accessories	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
White non-reflective	4"	100	each	\$1.80	\$180.00	NO BID		\$0.78	\$78.00	NO BID		NO BID		NO BID		NO BID		\$0.84	\$84.00
White reflective; clear/red	4"	50	each	\$2.98	\$149.00	NO BID		\$5.35	\$267.50	NO BID		NO BID		NO BID		NO BID		\$2.25	\$112.50
White one way reflective; clear	4"	100	each	\$2.92	\$292.00	NO BID		\$5.35	\$535.00	NO BID		NO BID		NO BID		NO BID		\$2.25	\$225.00
Yellow non-reflective	4"	100	each	\$1.86	\$186.00	NO BID		\$0.86	\$86.00	NO BID		NO BID		NO BID		NO BID		\$0.84	\$84.00
Yellow two way reflective; amber	4"	100	each	\$2.98	\$298.00	NO BID		\$5.35	\$535.00	NO BID		NO BID		NO BID		NO BID		\$2.25	\$225.00
Epoxy Part A; catalyst	5 gal pail	1	each	\$385.00	\$385.00	NO BID		\$225.00	\$225.00	NO BID		NO BID		NO BID		NO BID		\$240.00	\$240.00
Epoxy Part B; resin	5 gal pail	1	each	\$385.00	\$385.00	NO BID		\$225.00	\$225.00	NO BID		NO BID		NO BID		NO BID		\$240.00	\$240.00
Section 7 - Traffic Buttons and Accessories Total				\$1,875.00		NO BID		\$1,951.50		NO BID		NO BID		NO BID		NO BID		\$1,210.50	

Section 8 - Sign Material Roll Goods	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Brown	24" x 150'	1	roll	NO BID		\$283.50	\$283.50	NO BID		NO BID		NO BID		NO BID		\$351.00	\$351.00	NO BID	
White	24" x 150'	1	roll	NO BID		\$516.00	\$516.00	NO BID		NO BID		NO BID		NO BID		\$351.00	\$351.00	NO BID	
Black Border	5/8" x 150'	1	roll	NO BID		\$16.79	\$16.79	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
Black Border	3/4" x 150'	1	roll	NO BID		\$19.79	\$19.79	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
White Border	5/8" x 150'	2	roll	NO BID		\$16.79	\$33.58	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
White Border	3/4" x 150'	1	roll	NO BID		\$19.79	\$19.79	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
White Border	1/2" x 150'	1	roll	NO BID		\$13.44	\$13.44	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
Section 8 - Sign Material Roll Goods Total				NO BID		\$902.89		NO BID		NO BID		NO BID		NO BID		\$702.00		NO BID	

Section 9 - Electro-Cut Materials	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Tomato Red; 2-mill cast high performance film - punched	15" x 150'	2	roll	NO BID		\$102.94	\$205.88	NO BID		NO BID		\$147.05	\$294.10	NO BID		\$226.88	\$453.76	NO BID	
Gloss Black; 2-mill cast high performance film - punched	15" x 150'	3	roll	NO BID		\$114.19	\$342.57	NO BID		NO BID		\$210.56	\$631.68	NO BID		\$226.88	\$680.64	NO BID	
Gloss Black; 2-mill cast high performance film; non-punched	24" x 150'	1	roll	NO BID		\$142.50	\$142.50	NO BID		NO BID		\$250.80	\$250.80	NO BID		\$363.00	\$363.00	NO BID	
Black; Eng gr. Reflective	15" x 150'	1	roll	NO BID		\$177.19	\$177.19	NO BID		NO BID		\$476.50	\$476.50	NO BID		\$178.41	\$178.41	NO BID	
Gloss White; 2-mill cast high performance film, punched	15" x 150'	1	roll	NO BID		\$100.31	\$100.31	NO BID		NO BID		\$147.05	\$147.05	NO BID		\$226.88	\$226.88	NO BID	
Matte White; 2 Mill cast high performance film punched	15" x 150'	2	roll	NO BID		\$100.31	\$200.62	NO BID		NO BID		\$147.05	\$294.10	NO BID		\$226.88	\$453.76	NO BID	
White; eng gr reflective	15" x 150'	8	roll	NO BID		\$177.19	\$1,417.52	NO BID		NO BID		\$454.60	\$3,636.80	NO BID		\$178.41	\$1,427.28	NO BID	
Green; eng gr reflective	15" x 150'	1	roll	NO BID		\$177.19	\$177.19	NO BID		NO BID		\$476.50	\$476.50	NO BID		\$226.88	\$226.88	NO BID	
Gold; eng gr reflective	15" x 150'	1	roll	NO BID		\$177.19	\$177.19	NO BID		NO BID		\$476.50	\$476.50	NO BID		\$178.41	\$178.41	NO BID	
Blue; eng gr reflective	15" x 150'	1	roll	NO BID		\$177.19	\$177.19	NO BID		NO BID		\$476.50	\$476.50	NO BID		\$226.88	\$226.88	NO BID	
Green; 2 mill cast high performance film, punched	15" x 150'	2	roll	NO BID		\$102.94	\$205.88	NO BID		NO BID		\$147.05	\$294.10	NO BID		\$226.88	\$453.76	NO BID	
Blue; 2Mill cast high performance film, punched	15" x 150'	2	roll	NO BID		\$102.94	\$205.88	NO BID		NO BID		\$147.05	\$294.10	NO BID		\$226.88	\$453.76	NO BID	
Red; eng gr reflective	15" x 150'	1	roll	NO BID		\$177.19	\$177.19	NO BID		NO BID		\$476.50	\$476.50	NO BID		\$178.41	\$178.41	NO BID	
Gloss White; 2-mill cast high performance film, punched	15" x 150'	1	roll	NO BID		\$100.31	\$100.31	NO BID		NO BID		\$147.05	\$147.05	NO BID		\$226.88	\$226.88	NO BID	
Matte White; 2 Mill cast high performance film punched	15" x 150'	2	roll	NO BID		\$100.31	\$200.62	NO BID		NO BID		\$147.05	\$294.10	NO BID		\$226.88	\$453.76	NO BID	
Light Navy; 2 mill cast high performance film punched	15" x 150'	2	roll	NO BID		\$100.31	\$200.62	NO BID		NO BID		\$147.05	\$294.10	NO BID		\$226.88	\$453.76	NO BID	

Bid Tabulation for Sign/Traffic Control Supplies Received August 17, 2017 at 3:30 p.m. Bid# 34-01-18				Custom Products Corporation (601)813-0455 Jackson, MS	American Traffic Safety Materials, Inc. (877)872-2876 Ext.7 Orange Park, FL		Lightle Enterprises of Ohio, LLC (740)998-5363 Frankfort, Ohio	Traffic Parts, Inc. (800)345-6329 Spring, TX	Eastern Metal of Elmira, Inc. (607)734-2295 Elmira, NY		Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum (800)633-6845 Foley, AL	Osburn Associates, Inc. (800)523-8917 St. Petersburg, FL	PathMark Traffic Products of Texas, Inc. (800)547-0874 San Marcos, TX	
Burgundy; 2 mill cast high performance film, punched	15' x 150'	2	roll	NO BID	\$100.31	\$200.62	NO BID	NO BID	\$147.05	\$294.10	NO BID	\$226.88	\$453.76	NO BID
Blue; E.C. Film; 15' 3-Hole punched; polyliner	15' x150'	6	roll	NO BID	\$160.88	\$965.28	NO BID	NO BID	\$287.00	\$1,722.00	NO BID	\$191.25	\$1,147.50	NO BID
Brown; E.C. Film; 15' 3-Hole punched; polyliner	15' x 150'	1	roll	NO BID	\$160.66	\$160.66	NO BID	NO BID	\$287.00	\$287.00	NO BID	\$191.25	\$191.25	NO BID
Section 9 - Electro-Cut Materials Total				NO BID	\$5,535.22		NO BID	NO BID	\$11,263.58		NO BID	\$8,428.74		NO BID

Section 10 - L.E.D. Signs	Size	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
LED solar powered blinking stop sign R1-1-Flashing LED stop sign with solar panet with 3M DG3 reflective sheeting	30" x 30"	2	each	NO BID		NO BID		NO BID		\$1,398.00	\$2,796.00	NO BID		\$1,464.20	\$2,928.40	NO BID		NO BID	
LED solar powered blinking stop sign R1-1-Flashing LED stop sign with solar panet with 3M DG3 reflective sheeting	36" x 36"	2	each	NO BID		NO BID		NO BID		\$1,598.00	\$3,196.00	NO BID		\$1,529.55	\$3,059.10	NO BID		NO BID	
LED solar powered blinking shevron- Flashing LED solar powered blinking Dynamic Curve Warning System	18" x 24"	2	each	NO BID		NO BID		NO BID		\$3,685.00	\$7,370.00	NO BID		\$1,431.38	\$2,862.76	NO BID		NO BID	
Section 10 - L.E.D. Signs Total				NO BID		NO BID		NO BID		\$13,362.00		NO BID		\$8,850.26		NO BID		NO BID	

TOTAL RECOMMENDED AWARD	\$487.92	\$6,438.11	\$2,466.55	\$0.00	\$21.60	\$38,634.74	\$0.00	\$3,435.00
Comply to Delivery?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Exceptions?	Yes	Yes-deemed acceptable	None	Yes	None	None	None	None
Credit Check Authorization	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Local Preference Declaration	No	No	No	No	No	No	No	No

Recommended for Council Award

Did not bid on all items in Section as Required

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ANNUAL PURCHASE AGREEMENTS WITH VARIOUS SIGN AND TRAFFIC CONTROL SUPPLY VENDORS, IN THE ESTIMATED ANNUAL AMOUNT OF \$51,483.92, FOR THE PURCHASE OF SIGN AND TRAFFIC CONTROL SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 17, 2017, the City received eight bids for purchase of sign and traffic control supplies from the following vendors:

- Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum of Foley, AL (\$38,634.74);
- American Traffic Safety Materials, Inc. of Orange Park, FL (\$6,438.11);
- PathMark Traffic Products of Texas, Inc. of San Marcos, TX (\$3,435);
- Lightle Enterprises of Ohio, LLC of Frankfort, OH (\$2,466.55);
- Custom Products Corporation of Jackson, MS (\$487.92);
- Eastern Metal of Elmira, Inc. of Elmira, NY (\$21.60);

**Whereas**, the bid asked for pricing on several possible traffic control supply items that may be needed throughout the year and will be ordered on an as-needed basis;

**Whereas**, the City has done business with these vendors in the past and finds them all to be responsive and responsible - the proposed purchase agreements are for a one-year period commencing October 1, 2017, with the option to renew the agreements for four additional one-year periods, if so agreed to between the parties;

**Whereas**, sign and traffic control supplies are purchased on an as-needed basis and are accounted for in the Sign Shop's inventory account – as supplies are used, they are charged to the appropriate departmental expenditure account; 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 annual purchase agreements with the following vendors in the estimated annual amount of \$51,483.92, for sign and traffic control supplies for fiscal year 2018:

- Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum of Foley, AL (\$38,634.74);
- American Traffic Safety Materials, Inc. of Orange Park, FL (\$6,438.11);
- PathMark Traffic Products of Texas, Inc. of San Marcos, TX (\$3,435);
- Lightle Enterprises of Ohio, LLC of Frankfort, OH (\$2,466.55);
- Custom Products Corporation of Jackson, MS (\$487.92);
- Eastern Metal of Elmira, Inc. of Elmira, NY (\$21.60);

**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 **21<sup>st</sup>** 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

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09/21/17  
Item #3(Q-4)  
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 an annual purchase agreement for sodium hypochlorite, hydrochloric acid and cyanuric acid for FY2018 with HASA, Inc. of Bryan in the estimated annual amount of \$31,490.

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

**ITEM SUMMARY:** The authorization of this annual purchase agreement will provide as-needed chemicals primarily used at City pools, splash pads and Water Treatment Plant during FY2018.

As shown on the attached bid tabulation, on August 15, 2017, the City received four bids for the purchase of sodium hypochlorite, hydrochloric acid and cyanuric acid. Per City specifications, the bid shall be awarded in its entirety to the lowest bidder. Staff recommends the award of sodium hypochlorite at a price of \$1.20 per gallon, hydrochloric acid at a price of \$3.25 per gallon and cyanuric acid powder at a price of 90¢ per pound to HASA, Inc. The City has done business with HASA, Inc. in the past and finds them to be a responsible vendor.

The proposed purchase agreement is for a one-year period commencing October 1, 2017, with the option to extend the agreements for four additional one-year periods, if so agreed to between the City and HASA, Inc.

**FISCAL IMPACT:** The adopted FY2018 Budgets for the Water Treatment Plant and the Parks & Recreation Departments include funding for the purchase of sodium hypochlorite, hydrochloric acid and cyanuric acid within their chemical accounts. The estimated annual expenditure of \$31,490 is based on historical expenditures.

**ATTACHMENTS:**

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

Tabulation of Bids Received  
on August 15, 2017 at 3:30 p.m.  
Sodium Hypochlorite, Hydrochloric Acid and Cyanuric Acid  
Bid #32-01-18

Bidders										
			Univar USA Inc. Kent, WA (253)872-5000		Commercial Chemical Products, Inc. dba Poolsure Houston, TX (800)858-7665		HASA, Inc. Bryan, TX (661)259-5848		Brenntag Southwest, Inc. Longview, TX (512)278-1600	
Description	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Sodium Hypochlorite (10.5%)	20,000	Gal.	No Bid	No Bid	\$1.26	\$25,200.00	\$1.20	\$24,000.00	\$1.35	\$27,000.00
Hydrochloric Acid (31.45%, Baume 20)	2,000	Gal.	No Bid	No Bid	\$3.25 (Substitute: Non-Fuming Pool Acid)	\$6,500.00	\$3.25	\$6,500.00	\$3.95	\$7,900.00
Cyanuric Acid Powder (Stabilizer) (Must be powder form; not granular)	1,100	Lb.	No Bid	No Bid	\$1.44	\$1,584.00	\$0.90	\$990.00	\$1.20	\$1,320.00
Total Bid			No Bid		\$33,284.00		\$31,490.00		\$36,220.00	
Comply to 48 Hour Delivery?			No Bid		Yes		Yes		Yes	
Exceptions			No Bid		None		None		None	
Credit Check Authorization			No Bid		Yes		Yes		Yes	
Local Preference Declaration			No Bid		No		No		No	

**Recommended for Council Award**

Hydrochloric Acid does not meet City specifications.

Brenntag Southwest:  
\*Hydrochloric Acid, 30 gallon carboy  
at \$3.95 per gallon = \$118.50  
\*Cyanuric Acid Powder, 55 lb bag at  
\$1.20 per pound = \$66.00

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL PURCHASE AGREEMENT FOR SODIUM HYPOCHLORITE, HYDROCHLORIC ACID AND CYANURIC ACID IN THE ESTIMATED ANNUAL AMOUNT OF \$31,490, WITH HASA, INC. OF BRYAN, TEXAS FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 15, 2017, the City received four bids for the purchase of sodium hypochlorite, hydrochloric acid and cyanuric acid - per City specifications, the bid would be awarded in its entirety to the lowest bidder;

**Whereas**, HASA, Inc. offered pricing for sodium hypochlorite at a price of \$1.20 per gallon, hydrochloric acid at a price of \$3.25 per gallon and cyanuric acid powder at a price of 90¢ per pound;

**Whereas**, Staff recommends Council authorize an annual purchase agreement for sodium hypochlorite, hydrochloric acid and cyanuric acid in the estimated annual amount of \$31,490 to HASA, Inc. of Bryan, Texas for fiscal year 2018 - the City has done business with HASA, Inc. in the past and finds the company to be a responsible vendor;

**Whereas**, this agreement is for a one-year period commencing October 1, 2017, with the option to renew the agreement for four additional one-year periods, if so agreed to by both parties;

**Whereas**, the Water Treatment Plant and the Parks and Recreation Departments included funding in their fiscal year 2018 budgets for these chemical purchases; 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 annual purchase agreement for sodium hypochlorite, hydrochloric acid and cyanuric acid in the estimated annual amount of \$31,490 with HASA, Inc. of Bryan, Texas 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Q-5)  
Consent Agenda  
Page 1 of 1

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

Justin Brantley, Assistant Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a purchase agreement for plumbing supplies for FY2018 with Ham & McCreight Supply of Temple in the estimated annual amount of \$30,000.

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

**ITEM SUMMARY:** Authorization of this purchase agreement allows for the purchase of plumbing supplies from Ham & McCreight Supply during FY2018.

As shown on the attached bid tabulation, on August 17, 2017, the City received two bids for the purchase of plumbing supplies. As allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, availability of products, cost plus percentage for non-specified plumbing supplies, service reputation, and location of store front to minimize time to pick up products. A five-member bid evaluation committee was formed to evaluate the two bids. Based on the pre-defined bid evaluation criteria, it is the committee's recommendation to award the purchase of plumbing supplies to Ham & McCreight Supply.

The City has done business with Ham & McCreight Supply in the past and finds them to be a responsible vendor.

The proposed contract 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.

**FISCAL IMPACT:** Plumbing supplies will be purchased on an as needed basis. Departments have budgeted for these materials in several repairs & maintenance accounts in the adopted FY2018 Budget. The estimated annual expenditure of \$30,000 is based on historical expenditures.

### **ATTACHMENTS:**

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

**Tabulation of Bids Received  
on August 17, 2017 at 2:30 p.m.  
Plumbing Supplies  
Bid# 13-03-18**

		Bidders				
		Ham & McCreight Supply Temple, TX (254)778-4747		Temple Winnelson Temple, TX (254)773-0883		
	Description	Est'd Annual Qty	Unit Price	Total Price	Unit Price	Total Price
1	1/2" PVC 40 bell end pipe	140	\$0.13	\$18.20	\$0.13	\$18.20
2	1/2" PVC 40 male adapter	10	\$0.14	\$1.40	\$0.17	\$1.70
3	1/2" PVC 40 female adapter	10	\$0.17	\$1.70	\$0.23	\$2.30
4	1/2" PVC 40 coupling	15	\$0.10	\$1.50	\$0.12	\$1.80
5	1/2" PVC 40 90	25	\$0.15	\$3.75	\$0.27	\$6.75
6	3/4" PVC 40 bell end pipe	300	\$0.16	\$48.00	\$0.16	\$48.00
7	3/4" PVC dresser coupling	15	\$2.43	\$36.45	\$2.96	\$44.40
8	3/4" PVC 40 male adapter	15	\$0.15	\$2.25	\$0.20	\$3.00
9	3/4" PVC 40 female adapter	15	\$0.22	\$3.30	\$0.27	\$4.05
10	3/4" PVC 40 coupling	10	\$0.14	\$1.40	\$0.18	\$1.80
11	3/4" PVC 40 90	10	\$0.17	\$1.70	\$0.21	\$2.10
12	1" PVC 200 bell end pipe	180	\$0.13	\$23.40	\$0.21	\$37.80
13	1" PVC dresser coupling	6	\$3.16	\$18.96	\$4.60	\$27.60
14	1-1/4" dresser coupling	6	\$4.84	\$29.04	\$6.05	\$36.30
15	1-1/2" PVC 200 bell end pipe	100	\$0.22	\$22.00	\$0.34	\$34.00
16	1/2" CPVC 40 plain end pipe	200	\$0.23	\$46.00	\$0.20	\$40.00
17	1/2" CPVC 90	10	\$0.23	\$2.30	\$0.29	\$2.90
18	1/2" CPVC coupling	20	\$0.20	\$4.00	\$0.12	\$2.40
19	Sloan 4.5 gal closet A36A flush valve kit	25	\$15.43	\$385.75	\$1.40	\$35.00
20	Sloan 3.5 gal closet A38A flush valve kit	20	\$15.43	\$308.60	\$1.40	\$28.00
21	Sloan 1.5 gal urinal A37A flush valve kit	30	\$15.43	\$462.90	\$1.40	\$42.00
22	Sloan vacuum breaker repair kit	20	\$2.30	\$46.00	\$2.94	\$58.80
23	Fluidmaster toilet fill valve	24	\$7.07	\$169.68	\$6.25	\$150.00
24	Flapper	12	\$0.89	\$10.68	\$1.00	\$12.00
25	Wax wing gasket 3"	12	\$0.75	\$9.00	\$0.93	\$11.16
26	Wax wing gasket 4"	12	\$0.75	\$9.00	\$0.93	\$11.16
27	Wax wing gasket 3" w/sleeve	12	\$0.95	\$11.40	\$1.40	\$16.80
28	Wax wing gasket 4" w/sleeve	12	\$0.95	\$11.40	\$1.40	\$16.80
29	Metal front mount flush arm	6	\$2.25	\$13.50	\$2.50	\$15.00
30	3/8" flex line 12" long	6	\$1.32	\$7.92	\$1.96	\$11.76
31	3/8" flex line 16" long	6	\$1.42	\$8.52	\$2.12	\$12.72
32	3/8" flex line 24" long	6	\$1.54	\$9.24	\$2.98	\$17.88
33	1/2" copper tubing (per foot)	50	\$1.19	\$59.50	\$1.38	\$69.00
34	Sloan Closet Repair Kit - A36	20	\$1.29	\$25.80	\$1.40	\$28.00
35	Sloan Urinal Repair Kit – 37A	20	\$1.29	\$25.80	\$1.40	\$28.00
36	½" CX Copper 90 – PC9005	5	\$0.46	\$2.30	\$0.59	\$2.95
37	½" CX Copper Coupling – PC CP105	5	\$0.35	\$1.75	\$0.42	\$2.10
38	½" CX Copper Tee – PCT05	5	\$0.77	\$3.85	\$0.95	\$4.75
39	1/2" CX Copper x MIP Adapter-PCMAP05	5	\$0.94	\$4.70	\$1.17	\$5.85
40	1/2" Copper x FIP Adapter - PCFA05	5	\$1.42	\$7.10	\$1.86	\$9.30
41	Oatey PVC Urinal Flange - 43541	5	\$2.75	\$13.75	\$10.76	\$53.80
42	3/8 x 7/8 12" Closet Supply Hose – CK120	5	\$1.32	\$6.60	\$1.87	\$9.35
43	3/8 x ½ 20" Lav Supply Hose – SFC120PP	5	\$1.54	\$7.70	\$2.50	\$12.50
44	5/8x3/8 OD CP Angle Stop – G2CR19C	5	\$3.86	\$19.30	\$6.50	\$32.50
45	½ x FIP x 3/8OD Angle Stop – G2R17C	5	\$3.35	\$16.75	\$4.71	\$23.55

**Tabulation of Bids Received  
on August 17, 2017 at 2:30 p.m.  
Plumbing Supplies  
Bid# 13-03-18**

		<b>Bidders</b>			
		<b>Ham &amp; McCreight Supply Temple, TX (254)778-4747</b>		<b>Temple Winnelson Temple, TX (254)773-0883</b>	
	<b>Description</b>	<b>Est'd Annual Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	
46	¾ x 3 Brass Nipple - BRN07030	5	<b>\$2.29</b>	<b>\$11.45</b>	\$3.80 \$19.00
47	¾ x 6 Brass Nipple – BRN07060	5	<b>\$4.37</b>	<b>\$21.85</b>	\$7.20 \$36.00
48	Halsey Taylor Diaphragm Assem - 08050	5	<b>\$8.72</b>	<b>\$43.60</b>	\$29.77 \$148.85
49	Halsey Taylor Push Button Assem - 14511	5	<b>\$6.49</b>	<b>\$32.45</b>	\$25.35 \$126.75
50	Halsey Taylor Regulator – 61314C	5	<b>\$17.85</b>	<b>\$89.25</b>	\$24.95 \$124.75
51	Halsey Taylor Strainer – 55996C	5	<b>\$9.11</b>	<b>\$45.55</b>	\$9.30 \$46.50
52	Halsey Taylor 8 Gal Floor Mount Cooler – SCWT8	2	<b>\$329.88</b>	<b>\$659.76</b>	\$797.50 \$1,595.00
53	Halsey Taylor 8 Gal Wall Mount ADA Cooler – HAC8FSS	2	<b>\$359.51</b>	<b>\$719.02</b>	\$646.80 \$1,293.60
54	Halsey Taylor 8 Gal Wall Mount Cooler – HTV8Q	2	<b>\$318.16</b>	<b>\$636.32</b>	\$348.70 \$697.40
55	Elkay DF-1 Drinking Fountain Model LZSTLG8WSLK	2	<b>\$1,240.00</b>	<b>\$2,480.00</b>	\$1,290.00 \$2,580.00
56	Elkay 51300c Filter	10	<b>\$65.63</b>	<b>\$656.30</b>	\$71.87 \$718.70
57	Everpure i2000 Filter	4	<b>\$67.99</b>	<b>\$271.96</b>	\$77.00 \$308.00
58	¾" Brass Pipe – BRPP07	10	<b>\$8.37</b>	<b>\$83.70</b>	\$10.59 \$105.90
59	1" Brass Pipe – BRPP10	10	<b>\$10.11</b>	<b>\$101.10</b>	\$14.67 \$146.70
60	NIBCO Chentrol 2" True Unions Valve	5	<b>\$32.11</b>	<b>\$160.55</b>	\$79.49 \$397.45
61	Spears; Schedule 80; 2" Unions	5	<b>\$10.79</b>	<b>\$53.95</b>	\$24.13 \$120.65
62	Spears; Schedule 80; 2" 90s	10	<b>\$2.35</b>	<b>\$23.50</b>	\$3.48 \$34.80
63	Spears; Schedule 80; 2" Couplers	10	<b>\$2.92</b>	<b>\$29.20</b>	\$4.31 \$43.10
64	¾" x 50' Roll of Copper Tubing	1	<b>\$72.68</b>	<b>\$72.68</b>	\$106.46 \$106.46
65	1/4" x 50' Roll of Copper Tubing	1	<b>\$16.21</b>	<b>\$16.21</b>	\$32.43 \$32.43
Total Bid Price - Core Items			<b>\$8,132.24</b>		<b>\$9,717.87</b>
Cost + Percentage			<b>10%</b>		<b>15%</b>
Exceptions			<b>None</b>		<b>None</b>
Credit Check Authorization			<b>Yes</b>		<b>Yes</b>
Local Preference Declaration			<b>Yes</b>		<b>Yes</b>

**Recommended for Council Award**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH HAM & MCCREIGHT SUPPLY OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$30,000, FOR PLUMBING SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 17, 2017, Staff received two bids for the purchase of plumbing supplies and as allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, availability of products, cost plus percentage for non-specified plumbing supplies, service reputation, and location of store front to minimize time to pick up products;

**Whereas**, a Staff committee reviewed and evaluated the bids and based on the pre-defined bid evaluation criteria, Staff recommends Council authorize a purchase agreement for plumbing supplies with Ham & McCreight Supply of Temple Texas, in the estimated annual amount of \$30,000;

**Whereas**, the City has done business with Ham & McCreight Supply in the past and finds it to be a responsible vendor - the proposed agreement is for a one-year period commencing October 1, 2017, and is renewable for four additional one-year periods if agreed to by both parties;

**Whereas**, plumbing supplies are purchased on an as needed basis and departments have budgeted for these materials in several repairs 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 purchase agreement with Ham & McCreight Supply of Temple, Texas, in an estimated annual amount of \$30,000, for the purchase of plumbing supplies.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Q-6)  
Consent Agenda  
Page 1 of 1

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

Damon Boniface, Utility Director  
Justin Brantley, Assistant Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an annual agreement for bacteriological sample testing with Aqua-Tech Laboratories, Inc. of Bryan, for FY2018 in the estimated annual amount of \$25,000.

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

**ITEM SUMMARY:** Approval of this annual agreement will allow for bacteriological sample testing that is required in the City's water treatment process, water distribution process, and waterline construction projects during FY2018.

On August 10, 2017, the City received one bid for bacteriological sample testing from Aqua-Tech Laboratories, Inc. (Aqua-Tech) at a cost of \$14 per sample test and \$1.75 per sample for shipping (when required). As allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, suitability of bidders approach and operating hours for complying with specifications, and reputation and experience providing like-kind service to other municipalities. A three-member bid evaluation committee was formed to evaluate the one bid. Based on the pre-defined bid evaluation criteria, it is the committee's recommendation to award bacteriological sample testing to Aqua-Tech Laboratories, Inc.

The City has conducted business with Aqua-Tech Laboratories, Inc. in the past. The proposed agreement is for a one year period commencing on October 1, 2017, with the option for four additional one-year periods, if agreed to by the City and Aqua-Tech.

**FISCAL IMPACT:** Funding for bacteriological sample testing is included in account 520-5100-535-2616 of the adopted FY2018 Budget. The estimated annual expenditure for bacteriological sample testing based on TCEQ regulations is \$25,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL AGREEMENT WITH AQUA-TECH LABORATORIES, INC. OF BRYAN, TEXAS, IN THE ESTIMATED AMOUNT OF \$25,000, FOR BACTERIOLOGICAL SAMPLE TESTING; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 10, 2017, the City received one bid for bacteriological sample testing from Aqua-Tech Laboratories, Inc. of Bryan, Texas at a cost of \$14 per sample test and \$1.75 per sample for shipping, when required;

**Whereas**, as allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, suitability of bidders approach and operating hours for complying with specifications, and reputation and experience providing like-kind service to other municipalities;

**Whereas**, a three-member Staff committee evaluated the bid and based on the pre-defined bid evaluation criteria, Staff recommends Council authorize an annual agreement with Aqua-Tech Laboratories, Inc. of Bryan, Texas in the estimated annual amount of \$25,000 for bacteriological sample testing for fiscal year 2018;

**Whereas**, the City has conducted business with Aqua-Tech Laboratories, Inc. in the past and finds them to be a responsible vendor - the proposed agreement will be for one-year commencing October 1, 2017, with the option for four additional one-year renewals, if so agreed to by both parties;

**Whereas**, funding for bacteriological sample testing based on TCEQ regulations is included in the fiscal year 2018 budget in Account No. 520-5100-535-2616; and

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

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

**Part 1: 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 annual agreement with Aqua-Tech Laboratories, Inc. of Bryan, Texas in the estimated annual amount of \$25,000 for bacteriological sample 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Q-7)  
Consent Agenda  
Page 1 of 1

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

Justin Brantley, Assistant Director of Purchasing  
Ashley Williams, Director of General Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a purchase agreement for heating, ventilation, and air conditioning supplies for FY2018 with Solar Supply, Inc. of Temple in the estimated annual amount of \$25,000.

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

**ITEM SUMMARY:** In FY2017, the Council authorized the addition of a heating, ventilation, and air conditioning (HVAC) technician to the Facility Maintenance Department. The addition of this position has proven to be cost beneficial, and it has also created the need for an annual contract for the purchase of HVAC supplies. Authorization of this purchase agreement will provide for a FY2018 HVAC supply purchase agreement with Solar Supply, Inc. of Temple.

As shown on the attached bid tabulation, on September 8, 2017, the City received one bid for the purchase of HVAC supplies. As allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, availability of products, cost plus percentage for non-specified HVAC supplies, service reputation and location of store front to minimize time to pick up products. A three-member bid evaluation committee was formed to evaluate the bid. Based on the pre-defined bid evaluation criteria and staff's research of pricing, it is the committee's recommendation to award the purchase of HVAC supplies to Solar Supply.

The City has done business with Solar Supply in the past and finds them to be a responsible vendor.

The proposed contract 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.

**FISCAL IMPACT:** HVAC supplies will be purchased on an as needed basis. Departments have budgeted for these materials in several repairs & maintenance accounts in the adopted FY2018 Budget. The estimated annual expenditure of \$25,000 is based on anticipated expenditures.

**ATTACHMENTS:**

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

**Tabulation of Bids Received  
on September 8, 2017 at 2:00 p.m.  
HVAC Supplies  
Bid# 24-02-18**

		<b>Bidders</b>	
		<b>Solar Supply, Inc. Temple, TX</b>	
<b>Description</b>	<b>Est'd Annual Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Blast Coil Cleaner; 18 oz. can.	48	\$5.38	\$258.24
Blue Max Coil Cleaner; 1 gallon.	20	\$15.12	\$302.40
36" Zip Ties; (Pkg. of 20)	3	\$.13 per zip tie, 50ct. /\$6.50 per bag	\$19.50
6" X 25' RX8 Duct	10	\$28.57	\$285.70
8" X 25' RX8 Duct	10	\$35.13	\$351.30
12" X 25' RX8 Duct	10	\$51.82	\$518.20
30 amp 2 Pole Contactor; Mars brand or approved equal.	20	\$4.54	\$90.80
208/240 volts, secondary 24 volt, Transformer; Mars brand or approved equal.	20	\$6.11	\$122.20
120 volt, secondary 24 volt Transformer; Mars brand or approved equal.	20	\$6.11	\$122.20
3 Wire Hard Start Kit 1-3hp	10	\$23.62	\$236.20
90-380 Fan Relay; Mars brand or approved equal	20	\$3.75	\$75.00
3 Blade Fan with Fixed Hub	5	\$23.47	\$117.35
2 Blade Fan with Fixed Hub	5	\$25.55	\$127.75
5" Flex Mount Motor Bracket	5	\$12.34	\$61.70
5.6" Flex Mount Motor Bracket	5	\$8.17	\$40.85
440 volt Round Dual Capacitor – MFD 25/5; Mars brand or approved equal	10	\$8.24	\$82.40
440 volt Round Dual Capacitor – MFD 30/5; Mars brand or approved equal	10	\$8.61	\$86.10
440 volt Round Dual Capacitor – MFD 35/5; Mars brand or approved equal	10	\$9.01	\$90.10
440 volt Round Dual Capacitor – MFD 40/5; Mars brand or approved equal	10	\$9.58	\$95.80
440 volt Round Dual Capacitor – MFD 45/5; Mars brand or approved equal	10	\$10.83	\$108.30
440 volt Round Dual Capacitor – MFD 10; Mars brand or approved equal	10	\$4.39	\$43.90
440 volt Round Dual Capacitor – MFD 20; Mars brand or approved equal	10	\$2.72	\$27.20
440 volt Round Dual Capacitor – MFD 35; Mars brand or approved equal	10	\$4.00	\$40.00
440 volt Round Dual Capacitor – MFD 40; Mars brand or approved equal	10	\$4.34	\$43.40

**Tabulation of Bids Received**  
**on September 8, 2017 at 2:00 p.m.**  
**HVAC Supplies**  
**Bid# 24-02-18**

		<b>Bidders</b>	
		<b>Solar Supply, Inc.</b>	
		<b>Temple, TX</b>	
<b>Description</b>	<b>Est'd Annual Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
440 volt Round Dual Capacitor – MFD 45; Mars brand or approved equal	10	\$4.41	\$44.10
Fan and Heat Sequencer, 24 volt, input 8-10kw	10	\$9.34	\$93.40
Ceramic Fuse Link, open at 306 Fahrenheit	10	\$1.95	\$19.50
Thermal Fuse Links, open at 333 Fahrenheit	10	\$1.95	\$19.50
Thermal Fuse Links, open at 306 Fahrenheit	10	\$0.59	\$5.90
ATC Blade Fuse, 32 volt, 5 amp	10	\$0.24	\$2.40
Universal Furnace Ignitor Kit	10	\$25.24	\$252.40
Round Style Furnace Ignitor Kit	10	\$18.42	\$184.20
Roll Out Switch 350 Fahrenheit	10	\$5.36	\$53.60
High Limit Switch, open at 145, close at 110	10	\$6.03	\$60.30
Adjustable High Limit Switch, 135-175 Fahrenheit	10	\$6.03	\$60.30
Refrigeration Copper Coupling with Stop – ¼ OD	10	\$0.20	\$2.00
Refrigeration Copper Coupling with Stop – 3/8 OD	10	\$0.13	\$1.30
Refrigeration Copper Coupling with Stop – ½ OD	10	\$0.25	\$2.50
Refrigeration Copper Coupling with Stop – 5/8 OD	10	\$0.20	\$2.00
Refrigeration Copper Coupling with stop – ¾ OD	10	\$0.47	\$4.70
Refrigeration Copper Coupling with stop – 7/8 OD	10	\$0.61	\$6.10
90 Degree Short Radius Refrigeration Copper Elbow – ¼ OD	10	\$1.01	\$10.10
90 Degree Short Radius Refrigeration Copper Elbow – 3/8 OD	10	\$0.33	\$3.30
90 Degree Short Radius Refrigeration Copper Elbow – ½ OD	10	\$0.61	\$6.10
90 Degree Short Radius Refrigeration Copper Elbow – 5/8 OD	10	\$0.67	\$6.70
90 Degree Short Radius Refrigeration Copper Elbow – ¾ OD	10	\$1.07	\$10.70
90 Degree Short Radius Refrigeration Copper Elbow – 7/8 OD	10	\$1.33	\$13.30
15% Silver Solder; 1 lb. tube	10	\$61.78	\$617.80
Swoosh CO2 Cartridges (Box of 12)	20	\$24.13	\$482.60
Float Switch; RectorSeal or approved equal.	25	\$8.79	\$219.75
Access Valve Core	100	\$0.33	\$33.00
Brass Valve Caps, ¼"	50	\$0.29	\$14.50

**Tabulation of Bids Received  
on September 8, 2017 at 2:00 p.m.  
HVAC Supplies  
Bid# 24-02-18**

		<b>Bidders</b>	
		<b>Solar Supply, Inc. Temple, TX</b>	
<b>Description</b>	<b>Est'd Annual Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Vacuum Pump Oil, 32 oz., clear mineral oil; Black Gold or approved equal.	5	\$7.00	\$35.00
Fin Comb	5	\$7.32	\$36.60
Foil Duct Tape, 2" X 60' roll.	10	\$10.13	\$101.30
Vision Pro 8000 T-Stats; Honeywell or approved equal.	10	\$162.66	\$1,626.60
T-Stats Heat Only, 24 volt; Honeywell or approved equal.	10	\$25.46	\$254.60
T-Stat-T 701, 24 volt	10	\$28.51	\$285.10
24X24 Diffuser	10	\$23.91	\$239.10
AX 38 Belt	40	\$7.86	\$314.40
6" Air Tight with Damper	10	\$5.53	\$55.30
8" Air Tight with Damper	10	\$5.80	\$58.00
12" Air Tight with Damper	10	\$9.25	\$92.50
<b>TOTAL BID PRICE (core items only)</b>		<b>\$8,677.14</b>	
Refrigeration Copper Tubing – ¼ OD (50 ft. roll)	1	Cost + 20%	
Refrigeration Copper Tubing – 3/8 OD (50 ft. roll)	1	Cost + 20%	
Refrigeration Copper Tubing – ½ OD (50 ft. roll)	1	Cost + 20%	
Refrigeration Copper Tubing – 5/8 OD (50 ft. roll)	1	Cost + 20%	
Refrigeration Copper Tubing – ¾ OD (50 ft. roll)	1	Cost + 20%	
Refrigeration Copper Tubing – 7/8 OD (50 ft. roll)	1	Cost + 20%	
HVAC Consumable Supplies not listed: Cost + Percentage		Cost +20-25%	
HVAC Blower Motors: Cost + Percentage		Cost +23%	
HVAC Condenser Fan Motors: Cost + Percentage		Cost +23%	
HVAC Control Boards: Cost + Percentage		Cost +23%	
HVAC 410a Freon, 30 lb. can: Cost + Percentage		Cost +20%	
HVAC 407c Freon, 30 lb. can: Cost + Percentage		Cost +20%	
HVAC 134a Freon, 30 lb. can: Cost + Percentage		Cost +20%	
Items listed are in stock and readily available?		Yes	
Exceptions		None	
Credit Check Authorization		Yes	
Local Preference Declaration		Yes	

**Recommended for Council Award**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH SOLAR SUPPLY, INC. OF TEMPLE, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR HEATING, VENTILATION, AND AIR CONDITIONING SUPPLIES FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 8, 2017, the City received one bid for the purchase of HVAC supplies and as allowed by Chapter 252 of the Local Government Code, the bid was advertised to be awarded to the bidder that provided the best value to the City, taking into consideration price, availability of products, cost plus percentage for non-specified HVAC supplies, service reputation and location of store front to minimize time to pick up products;

**Whereas**, a three-member Staff committee evaluated the bid and based on the pre-defined bid evaluation criteria and Staff's research of pricing, Staff recommends Council authorize a purchase agreement with Solar Supply, Inc. of Temple, Texas in the estimated annual amount of \$25,000, for heating, ventilation, and air conditioning supplies for fiscal year 2018.

**Whereas**, the City has done business with Solar Supply in the past and finds them to be a responsible vendor;

**Whereas**, this contract is for a one-year period commencing October 1, 2017, and is renewable for four additional one-year periods if agreed to by both parties.

**Whereas**, HVAC supplies will be purchased on an as needed basis - departments have budgeted for these materials in their individual repairs & maintenance 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 purchase agreement with Solar Supply, Inc. of Temple, Texas in the estimated annual amount of \$25,000, for heating, ventilation, and air conditioning 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(R)  
Consent Agenda  
Page 1 of 1

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

Sandra Esqueda, Director of Human Resources

**ITEM DESCRIPTION:** SECOND READING: Consider adopting an ordinance amending the educational pay incentive for officers in the Police Department.

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

**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.

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**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 **7<sup>th</sup>** day of **September**, 2017.

**PASSED AND APPROVED** on Second Reading on the **21<sup>st</sup>** 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

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09/21/17  
Item #3(S)  
Consent Agenda  
Page 1 of 1

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

Nicole Torralva, Public Works Director  
Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** SECOND READING - 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:** Adopt ordinance as presented in item description, on second and final reading.

**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.

A workshop presentation was presented for Council discussion on August 17, 2017.

**FISCAL IMPACT:** Reducing FOG in the wastewater collection system will reduce operating and maintenance costs of the treatment plants, lift stations, and collection lines.

**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.

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**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 7<sup>th</sup> day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the 21<sup>st</sup> 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

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09/21/17  
Item #3(T)  
Consent Agenda  
Page 1 of 2

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

Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** SECOND READING: 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:** Adopt ordinance as presented in item description, on second and final reading.

**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. Council 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.

### **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.

**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.

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**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 **7<sup>th</sup>** day of **September**, 2017.

**PASSED AND APPROVED** on Second Reading on the **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(U)  
Consent Agenda  
Page 1 of 3

### **DEPARTMENT / DIVISION SUBMISSION & REVIEW:**

Dessie Redmond, Planner

**ITEM DESCRIPTION:** SECOND READING – 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.

**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 Hildell 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)

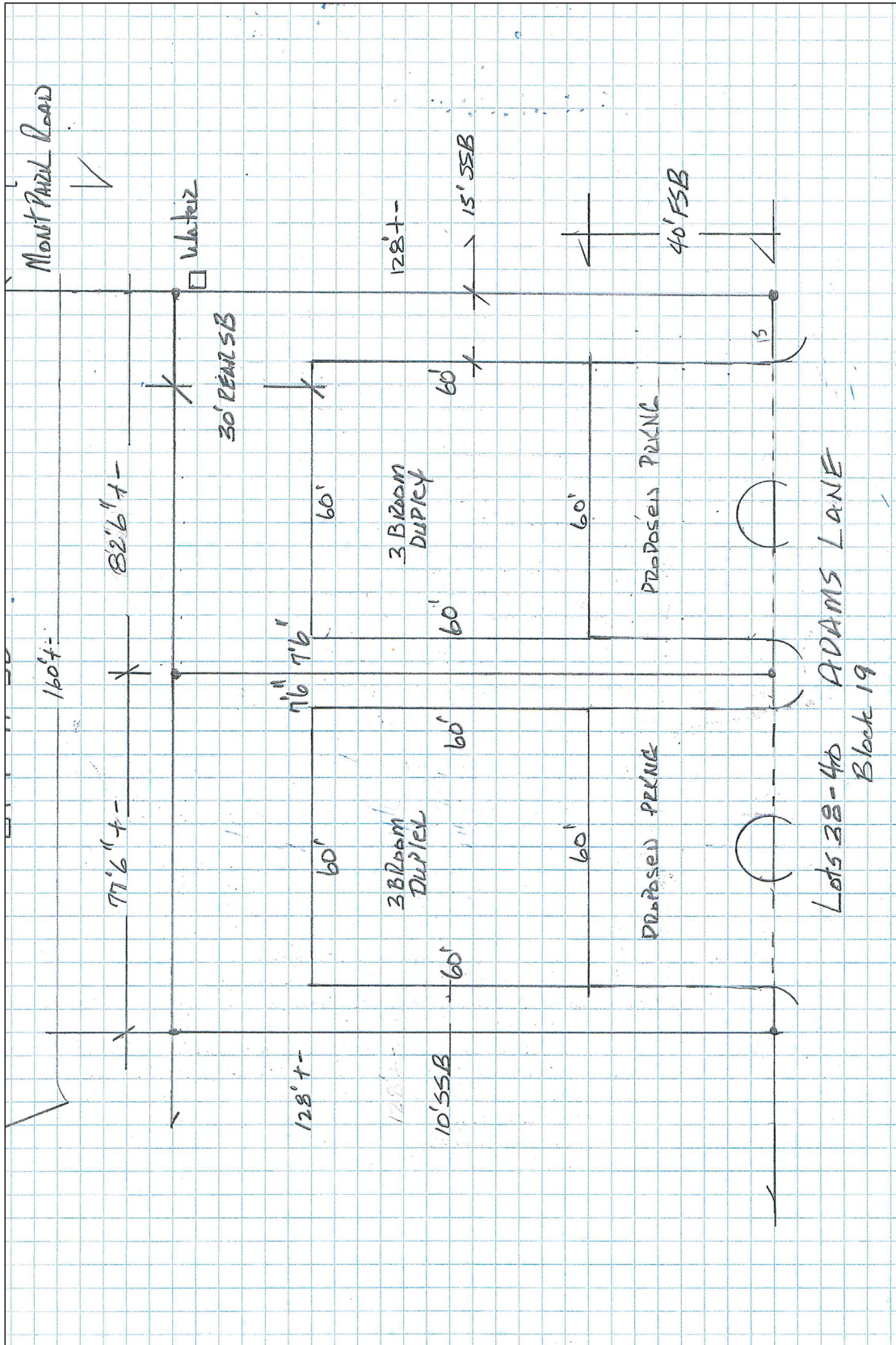
Site Photos



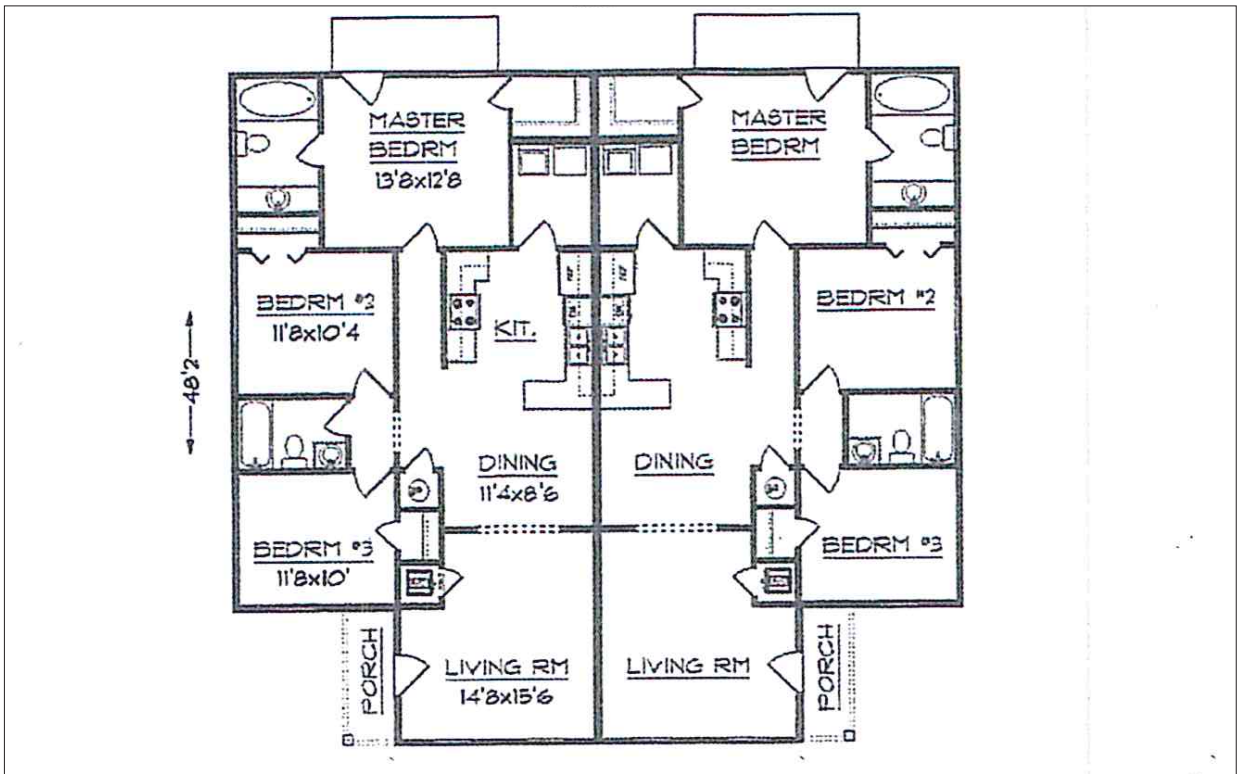
Property to the west (single-family residential)



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
<b>Minimum Lot Size</b>	--	4000 sq ft
<b>Minimum Lot Width</b>	--	60 ft
<b>Minimum Lot Depth</b>	--	100 ft
<b>Front Setback</b>	--	25 ft
<b>Side Setback</b>	--	5 ft
<b>Side Setback (corner)</b>	--	15 ft
<b>Rear Setback</b>	--	10 ft
<b>Max Building Height</b>	--	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

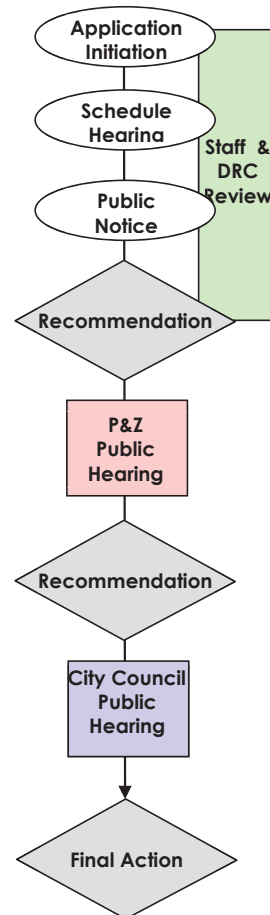
### Sec. 3.4. Planned Development

#### 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

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**Article 3: Development Review Procedures**

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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

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**Article 3: Development Review Procedures**

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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**

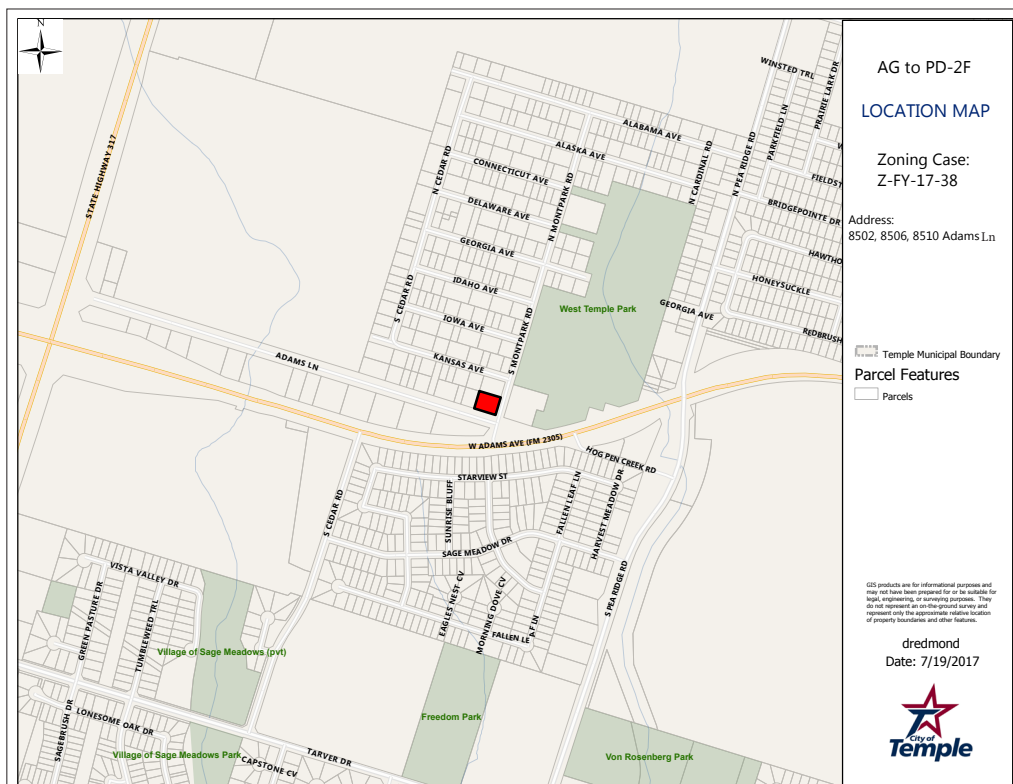
- A.** Consideration of modification to an approved Development Plan must take into consideration the effect of the proposed modification on the remainder of the property. Amendments to the approved Development Plan or any Planned Development conditions which are substantive require public hearings in 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**

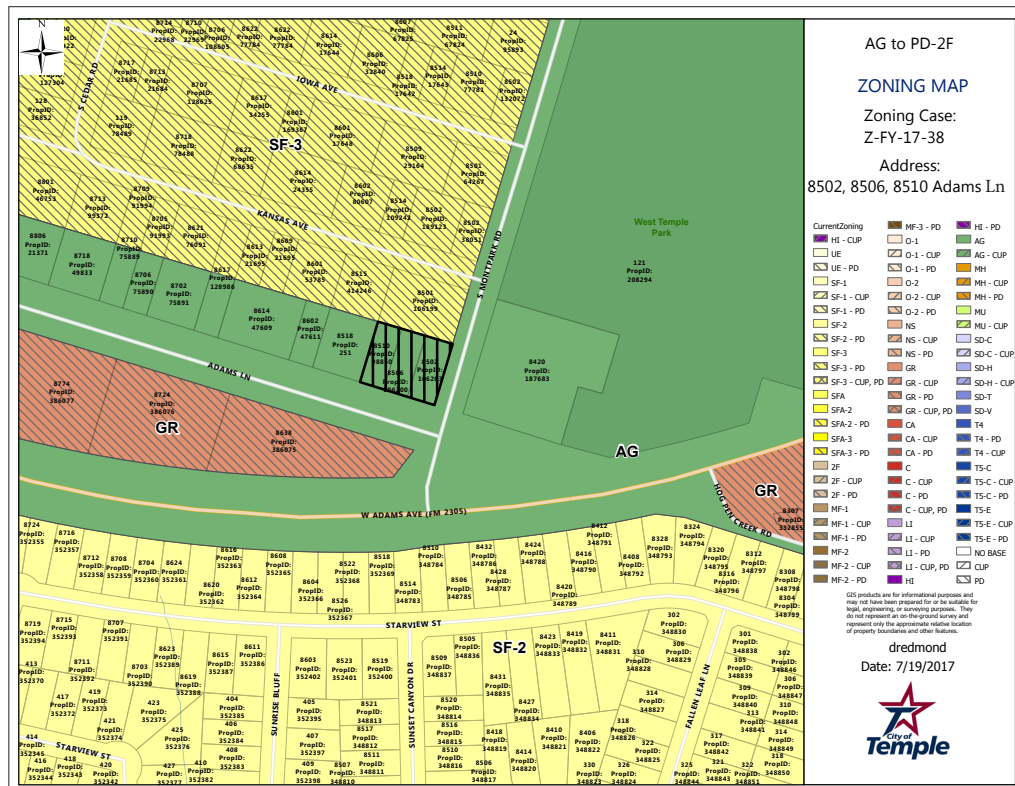
If no development has occurred on a Planned Development zoned tract or lot within two years of the date of approval, the Planning and Zoning Commission and City Council may require a new public hearing to evaluate the appropriateness of the previously authorized Planned Development approval.



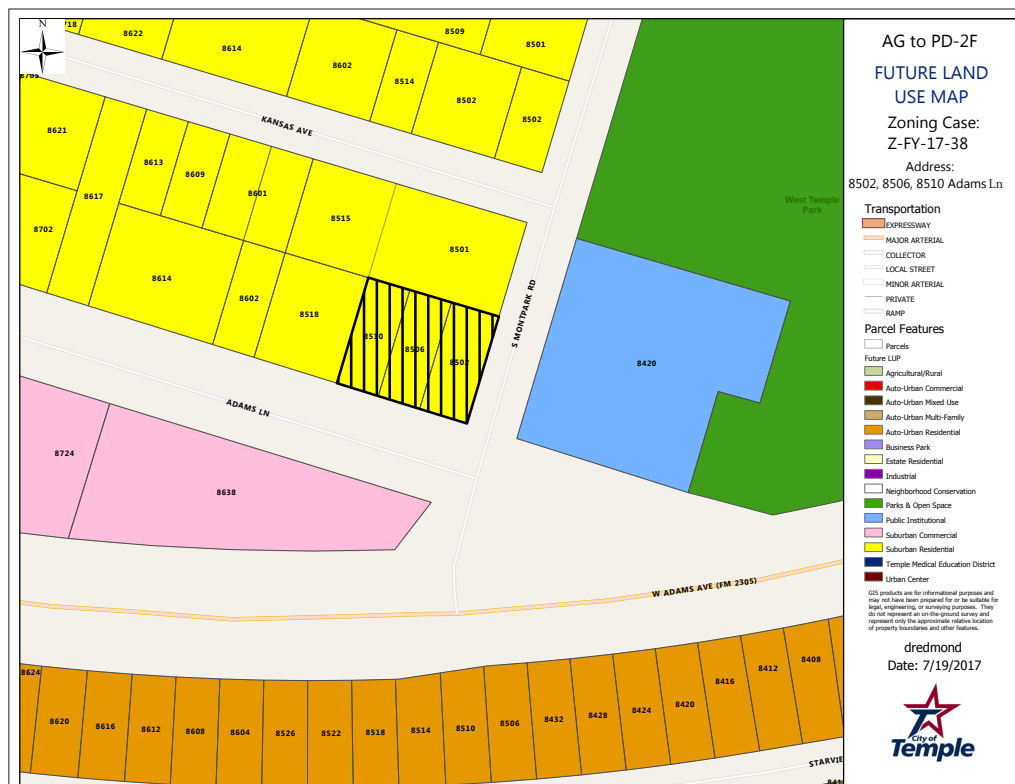
Aerial Map



Location Map



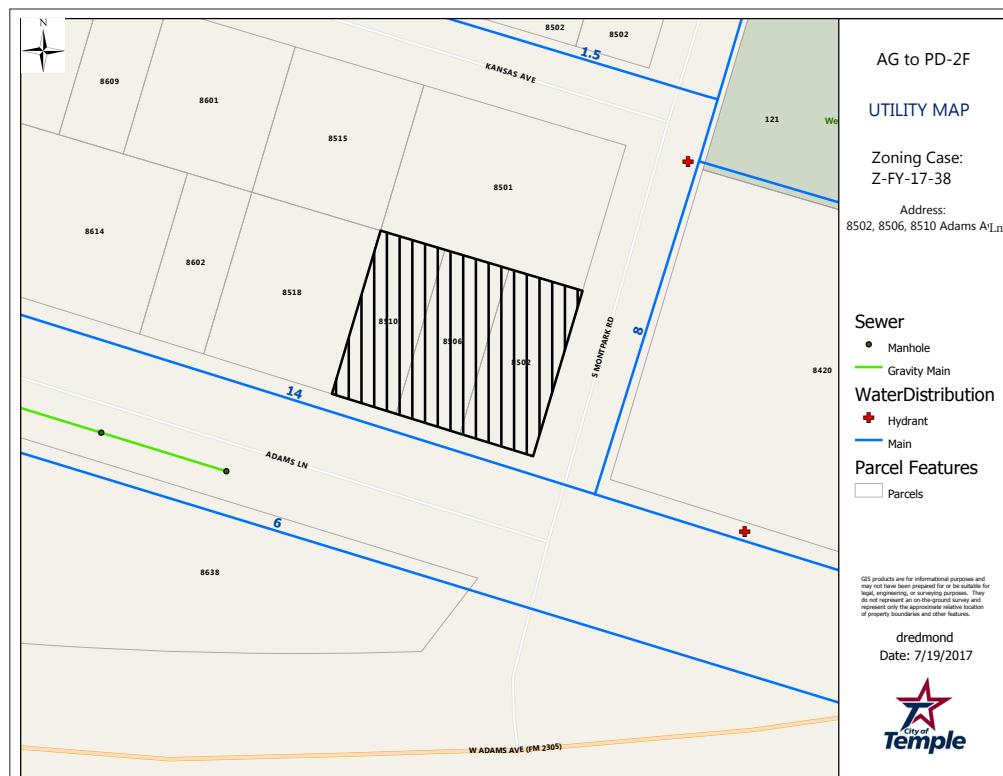
Zoning Map



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](mailto: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:**

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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](mailto: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:**

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*JC Wall*  
Signature

*J.C. Wall*  
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](mailto: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.

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**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 **7<sup>th</sup>** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

---

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(V)  
Consent Agenda  
Page 1 of 4

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

Mark Baker, Senior Planner

**ITEM DESCRIPTION:** SECOND READING - 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> Street. As a proposed minor arterial, South 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> 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

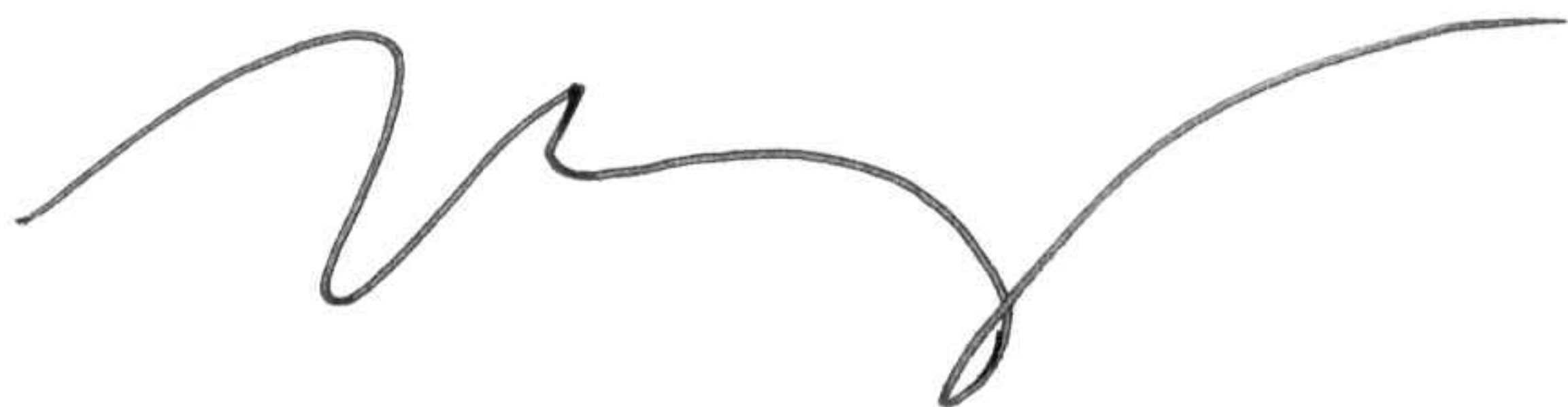
June 6, 2017

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
<b>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.</b>	<b>YES</b>	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>B. The establishment of the conditional use does not impede normal and orderly development and improvement of surrounding vacant property.</b>	<b>YES</b>	It is not anticipated that development of this property with a crematory will impede the normal and orderly development of the surrounding property.
<b>C. Adequate utilities, access roads, drainage, and other necessary to support facilities have been or will be provided.</b>	<b>YES</b>	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.
<b>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.</b>	<b>YES</b>	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.
<b>E. Adequate nuisance prevention measures have been or will be taken to prevent or control offensive odors, fumes, dust, noise and vibration.</b>	<b>YES</b>	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.
<b>F. Directional lighting is provided so as not to disturb or adversely affect neighboring properties.</b>	<b>YES</b>	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.
<b>G. There is sufficient landscaping and screening to insure harmony and compatibility with adjacent property.</b>	<b>YES</b>	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. 30<sup>th</sup> Street  
(LI)**



**Current Location: 11 N. 6<sup>th</sup> Street  
(CA)**



**South: Looking east along S. 30<sup>th</sup> 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. 30<sup>th</sup> Street  
(AG)**

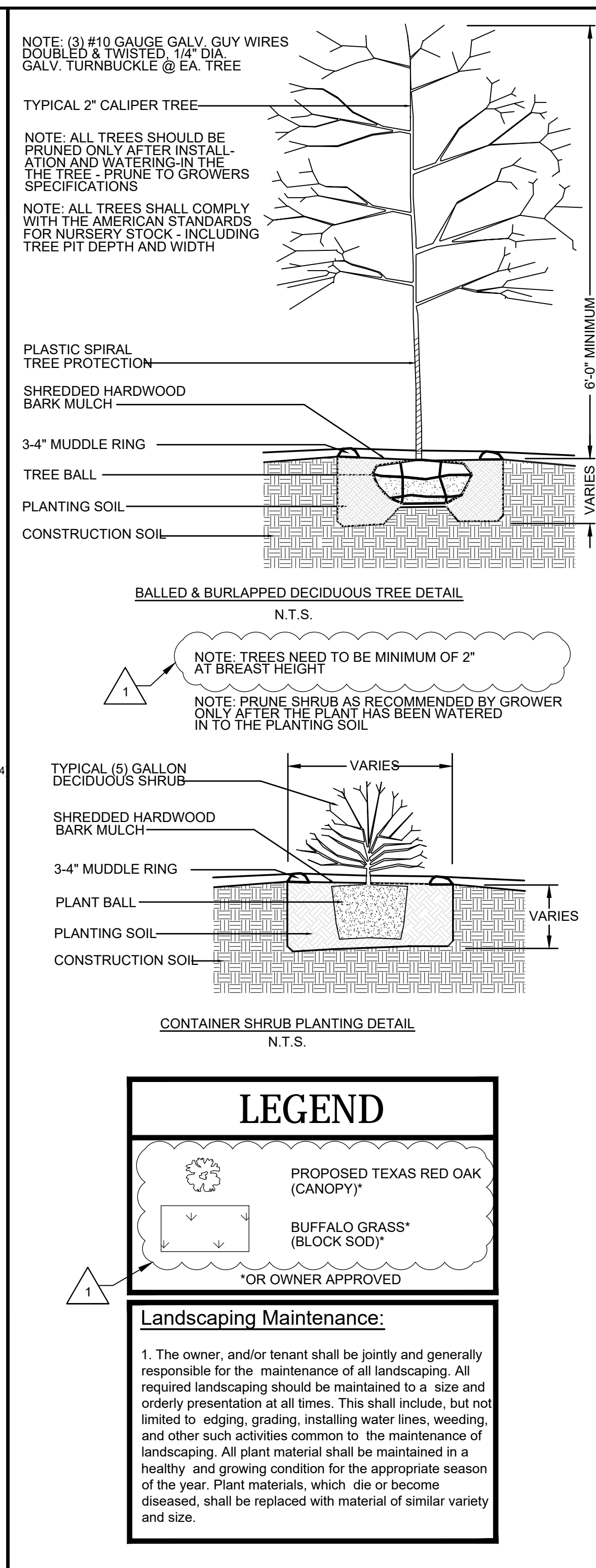


**North: Undeveloped  
(LI)**

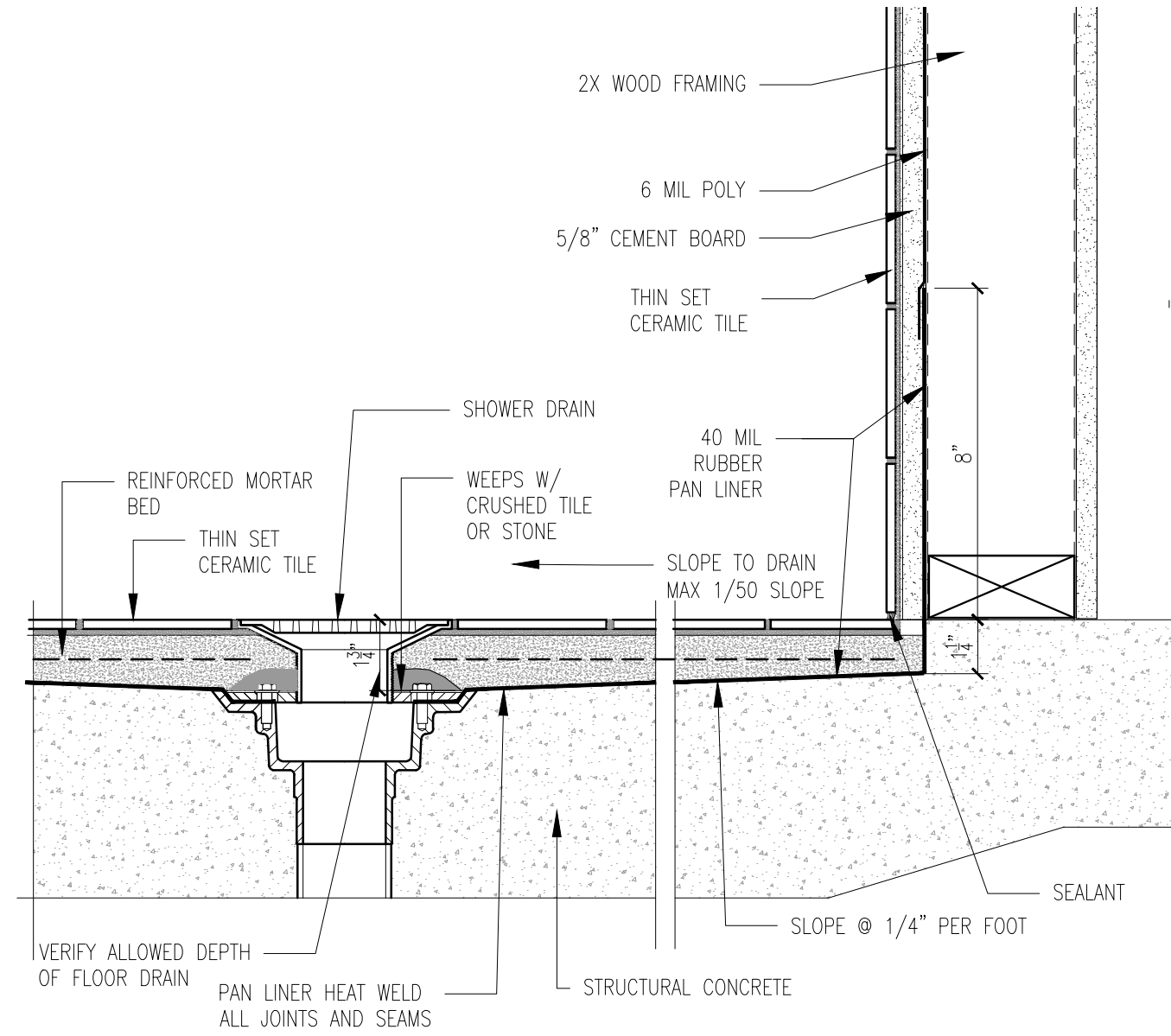


**West: Looking Northward from S. 30<sup>th</sup> Street - Undeveloped  
(LI)**

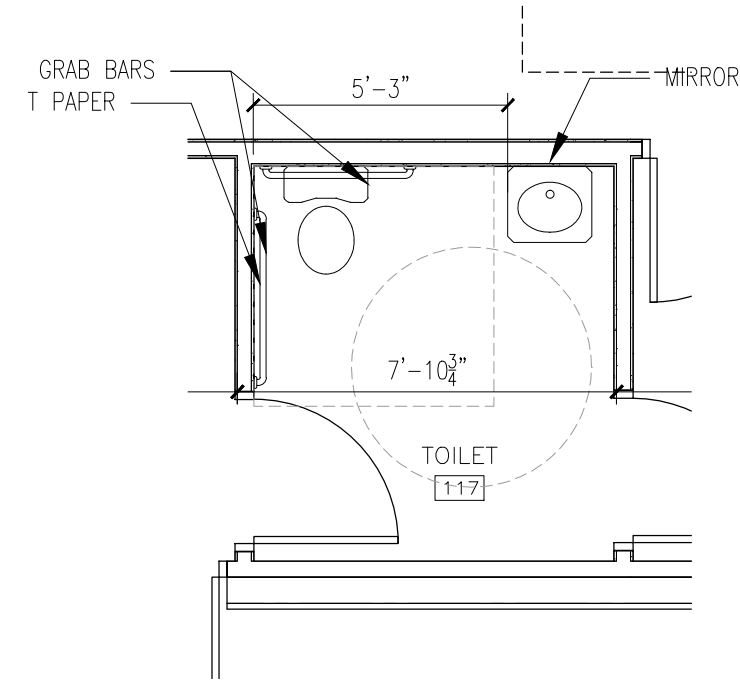




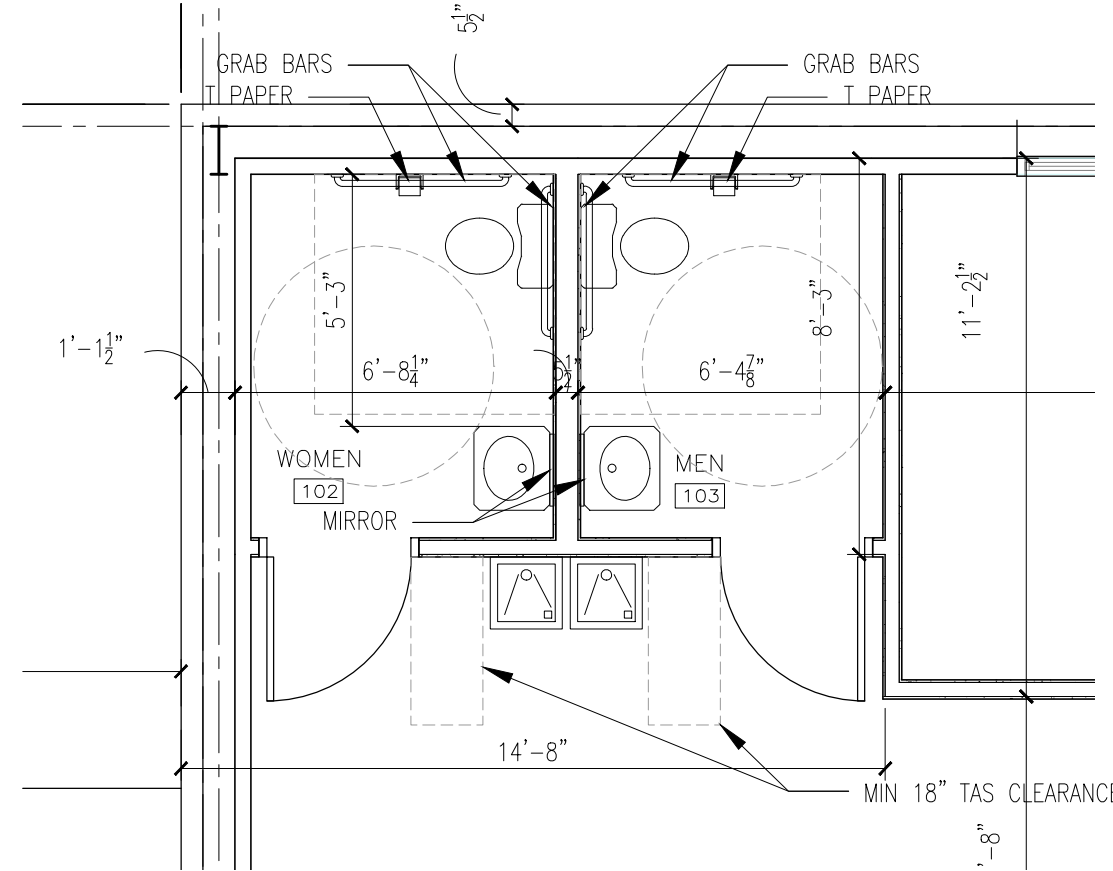
<div style="display: flex; align-items: center;"> <div> <b>DRAWING NO.:</b>  <span style="font-size: 2em; font-weight: bold;">C106</span> </div> </div>	<b>SHEET TITLE:</b>  <div style="font-size: 1.2em; font-weight: bold; line-height: 1.2;"> CENTRAL TEXAS MORTUARY  2104 S. 30TH STREET  TEMPLE, BELL COUNTY, TEXAS   LANDSCAPE PLAN </div>		 <b>QUINTERO ENGINEERING</b>		<div style="font-size: 0.8em;"> QUINTERO ENGINEERING, LLC  419 E AVENUE D  KILLEEN, TEXAS 76541  PHONE: (254) 963-9962  FAX: (254) 932-7070  T.B.P.E. FIRM NO.: 14709  T.B.P.L.S. FIRM NO.: 10194110 </div>	
	<b>ISSUED FOR REVIEW, COMMENT</b>		<div style="display: flex; justify-content: space-between;"> <div> PROJECT NO.: 16-009  DATE: FEBRUARY 2017 </div> <div> 02/22/2017    <i>Pedro Quintero, P.E.</i> </div> </div>			
		<div style="display: flex; justify-content: space-between;"> <div> 10/31/16  1ST SUBMITTAL  CITY </div> <div> REVISIONS </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> NO.  DATE </div> <div> REMARKS </div> </div>		



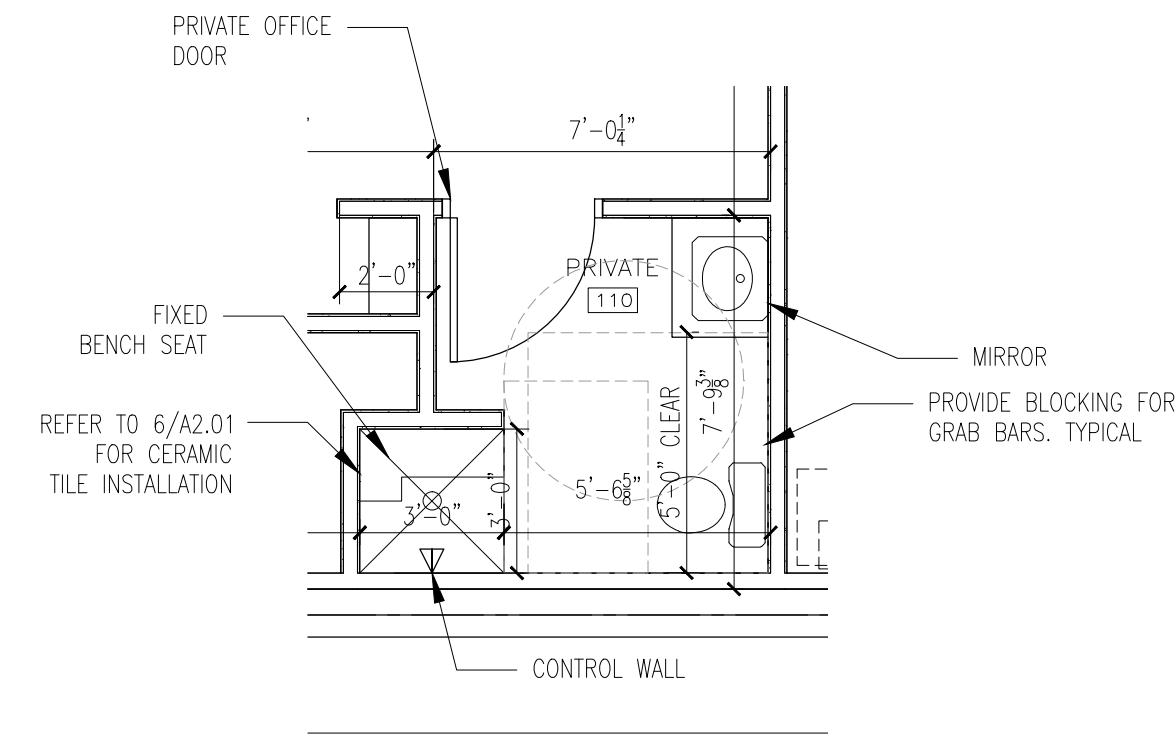
6 DETAIL AT SHOWER  
3'-1'-0"



5 LARGE SCALE PLAN  
1/4"=1'-0"  
SEE TAS DETAILSAO.02, AO.03



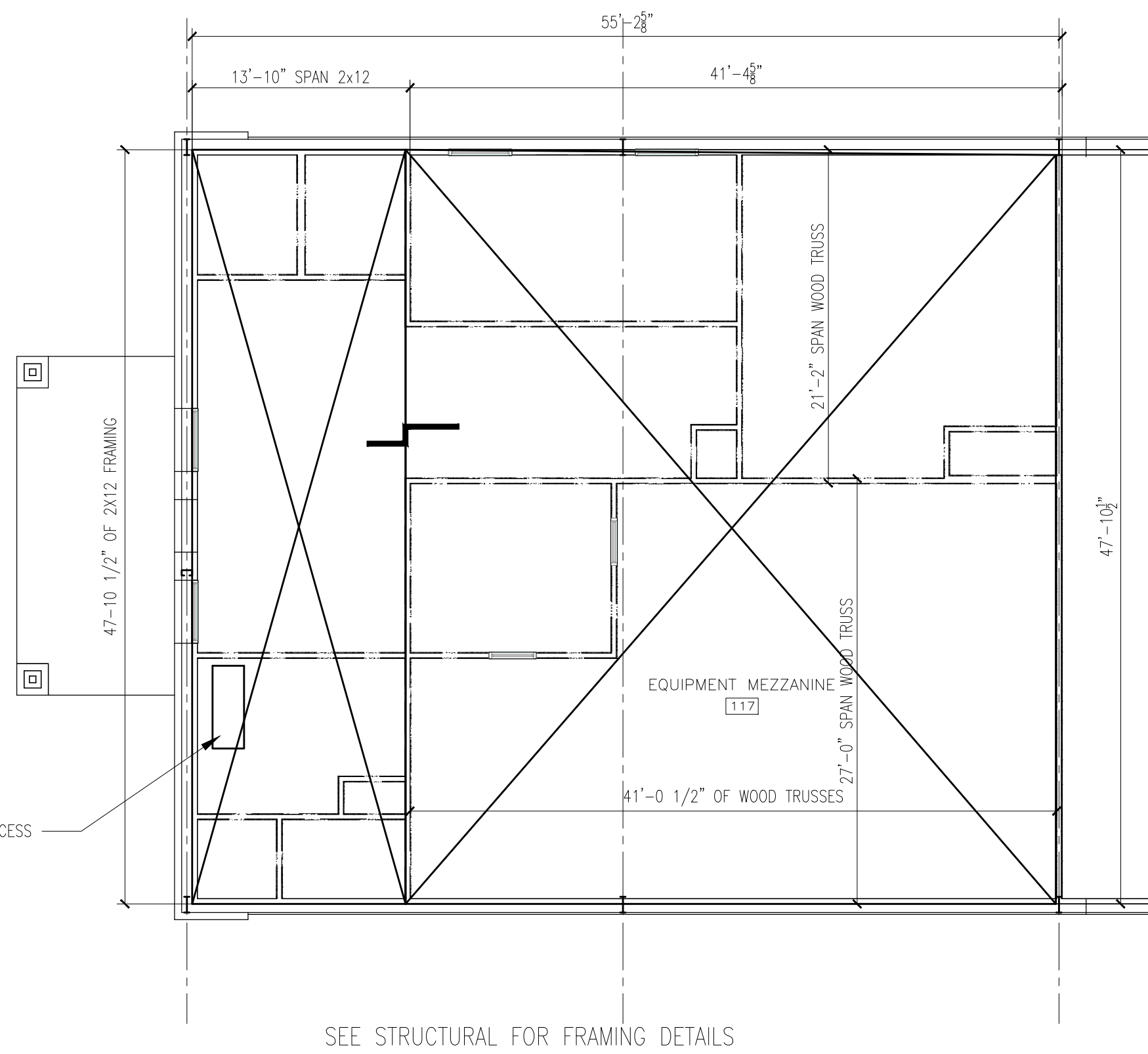
4 LARGE SCALE PLAN  
1/4"=1'-0"  
SEE TAS DETAILSAO.02, AO.03



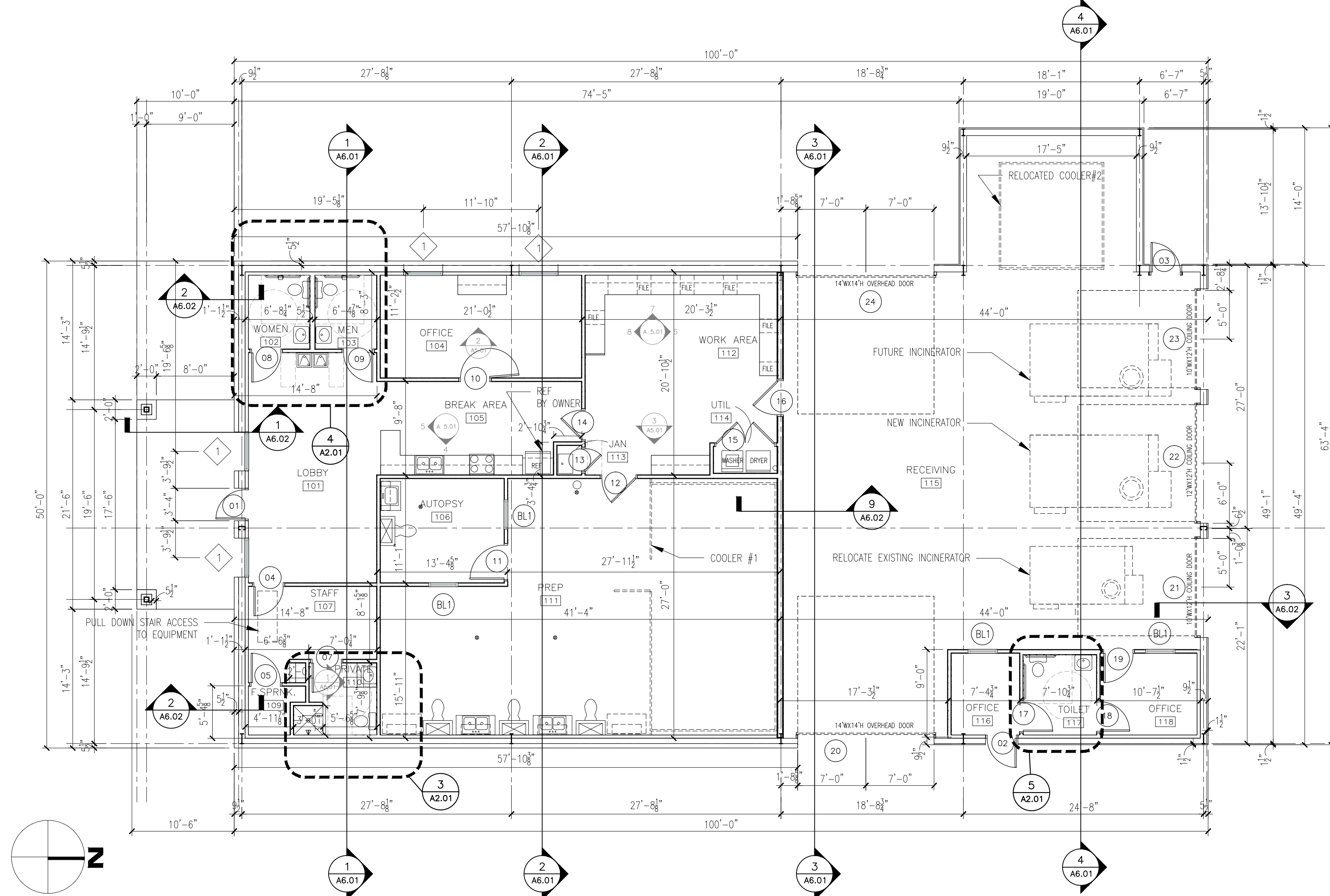
3 LARGE SCALE PLAN  
1/4"=1'-0"  
SEE TAS DETAILSAO.02, AO.03

GENERAL NOTES

1. ALL DIMENSIONS TO FRAMING FACE OF WALL
2. INTERIOR WALLS- 2X4 STUDS UNLESS NOTED OTHERWISE
3. REFER TO 1/AO.01 FOR FIRE RATED WALLS
4. REFER TO 1/AO.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.



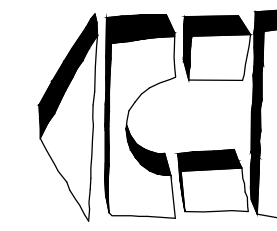
2 EQUIPMENT MEZZANINE FLOOR PLAN  
1/8"=1'-0"



1 FLOOR PLAN  
1/8"=1'-0"

0 4' 8' 16'  
SCALE: 1/8" = 1'-0"

MORRISON W. MORRISON ARCHITECT, P.C.  
3809 S. GARDNER  
SUITE 103, BOX 8329 TULSA, OK 74114  
254-778-0877 FAX 254-778-1133



Michael W. Morrison  
6-7-16

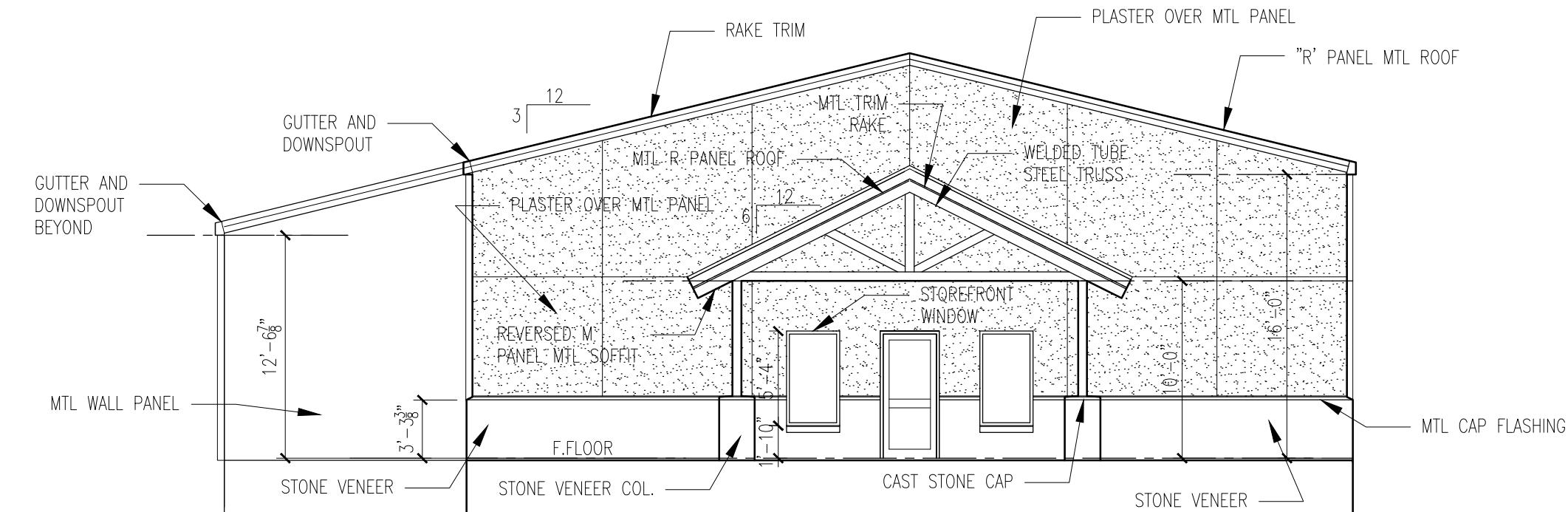
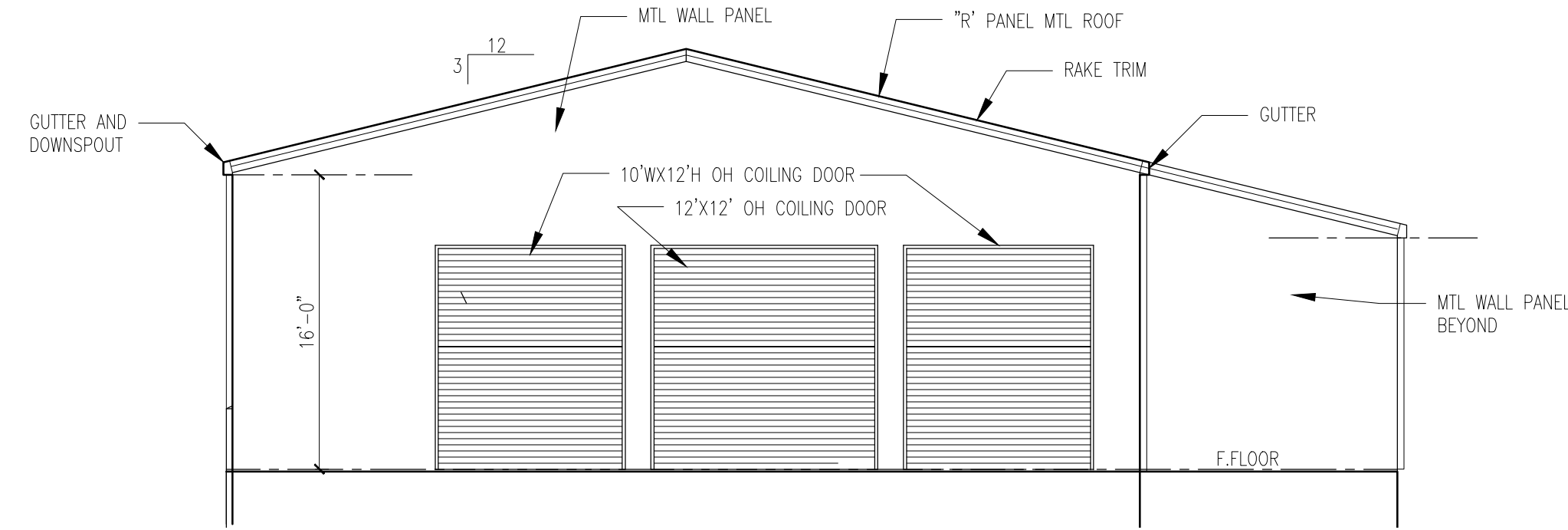
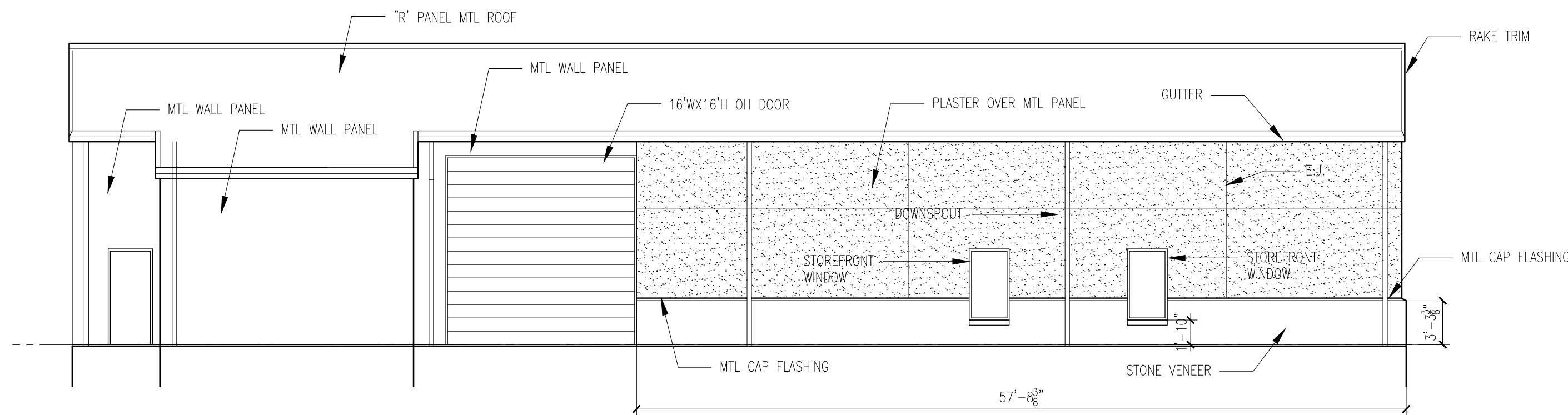
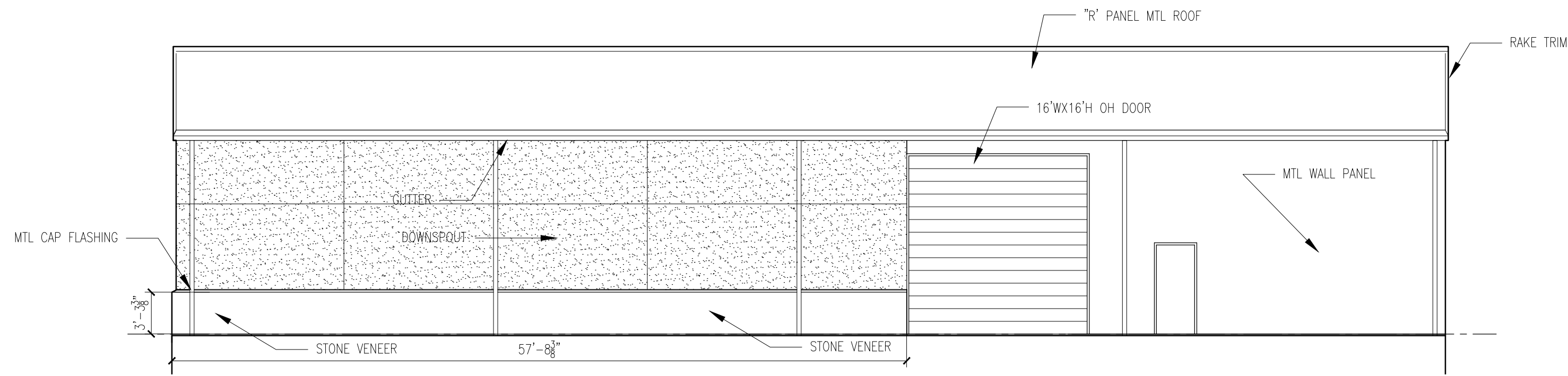
NEW MORTUARY BUILDING  
CENTRAL TEXAS MORTUARY  
2104 S. 30TH STREET  
TEMPLE, TEXAS 76504

SHEET TITLE	
DATE	JOB NO.
6-7-16	21513
DRAWN BY	CHECKED BY

REVISION

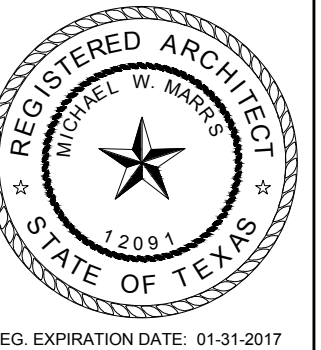
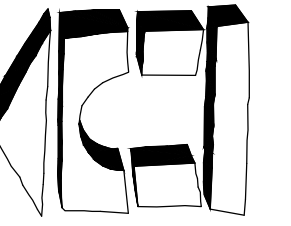
SHEET NO

A2.01



0 4' 8' 16'  
SCALE: 1/8" = 1'-0"

MORTUARY BUILDING  
3809 S. GULF  
S 103, B 8329 T 76502  
254-778-0877



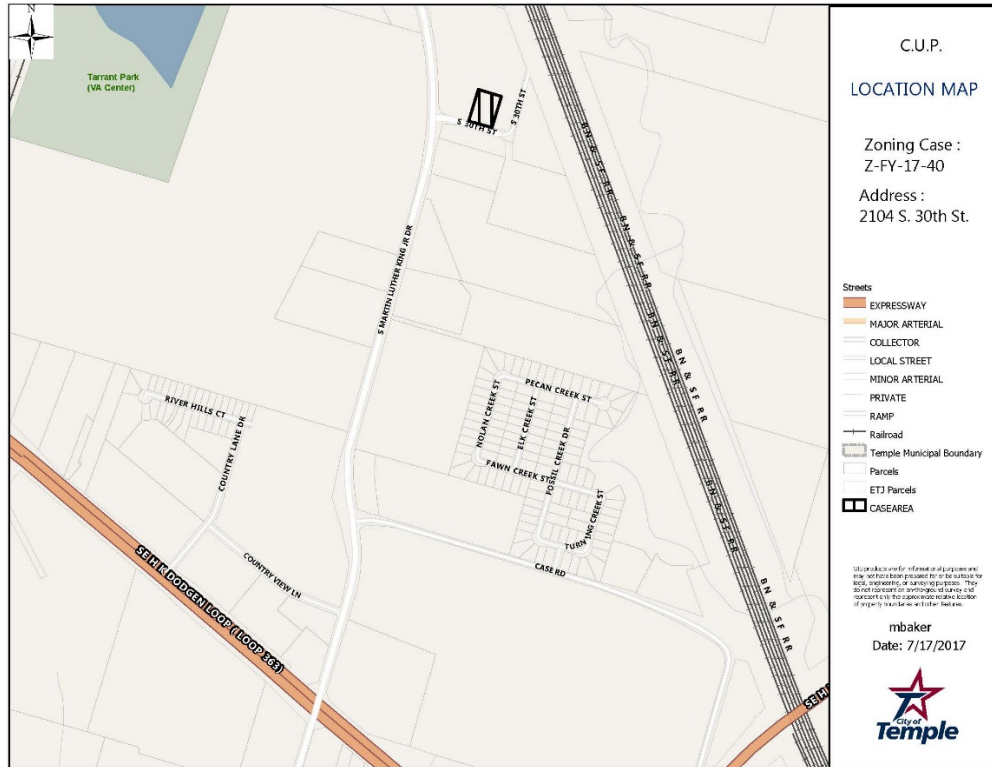
Michael W. Morris  
6-7-16

NEW MORTUARY BUILDING  
CENTRAL TEXAS MORTUARY  
2104 S. 30TH STREET  
TEMPLE TEXAS 76504

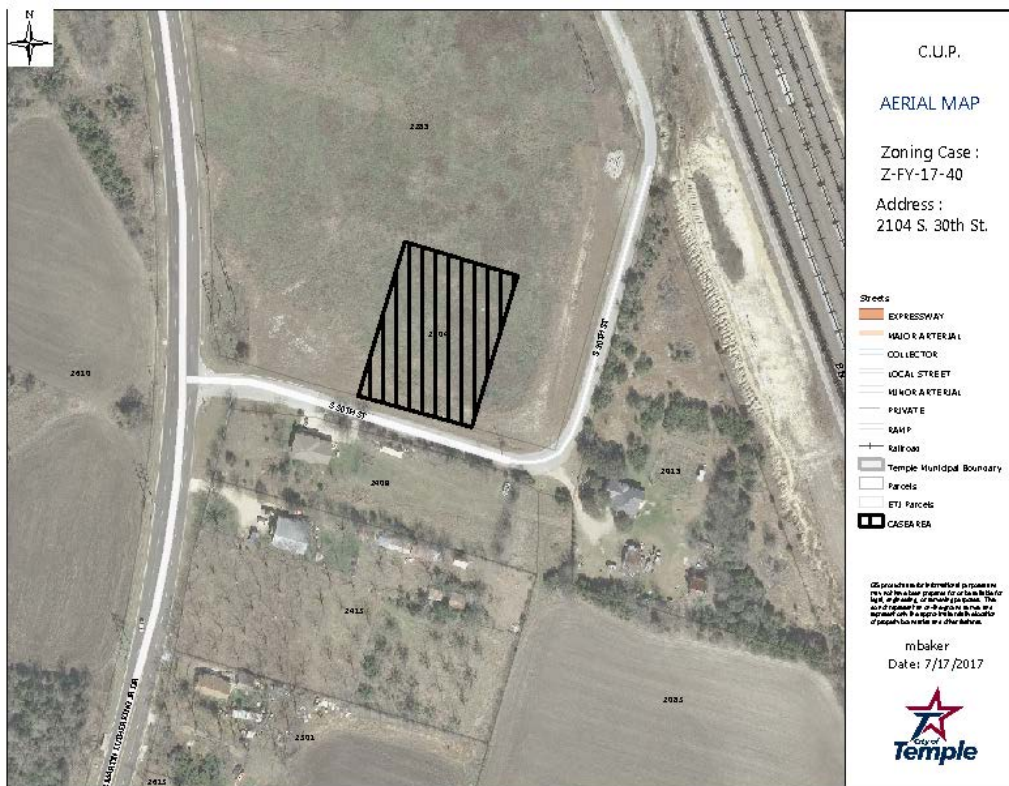
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DATE	JOB NO.
6-7-16	21513
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REVISION	
SHEET NO.	

A4.01

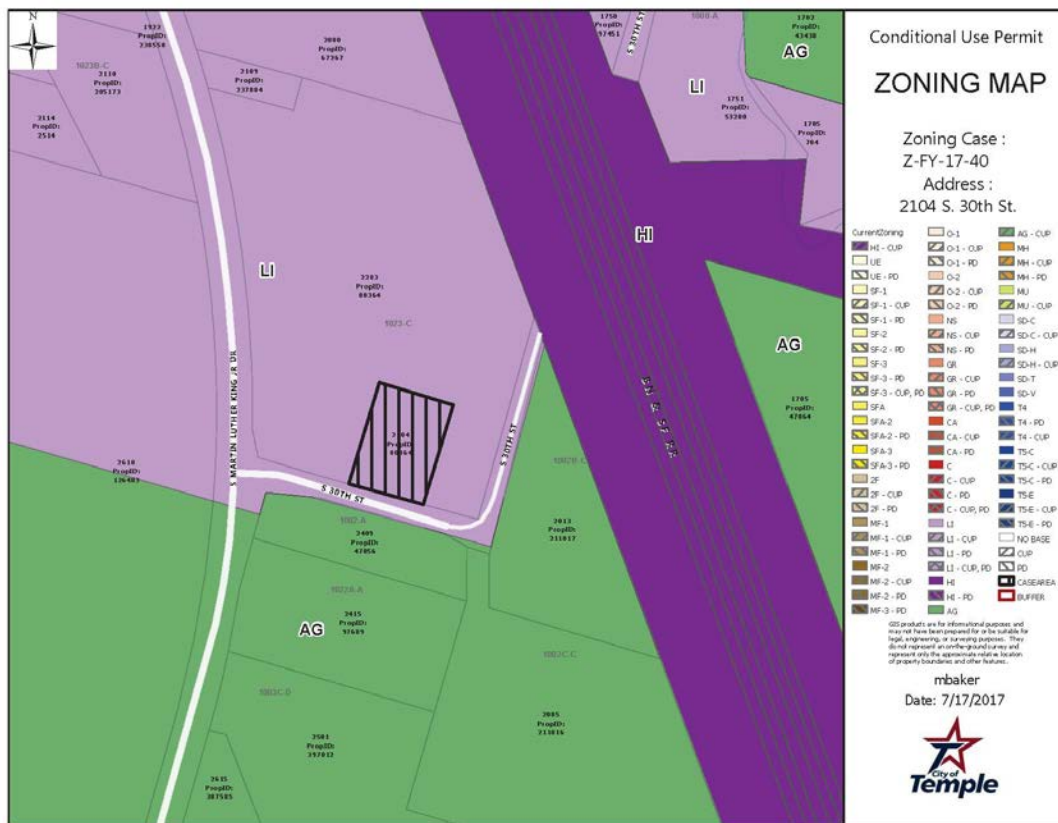
# Maps



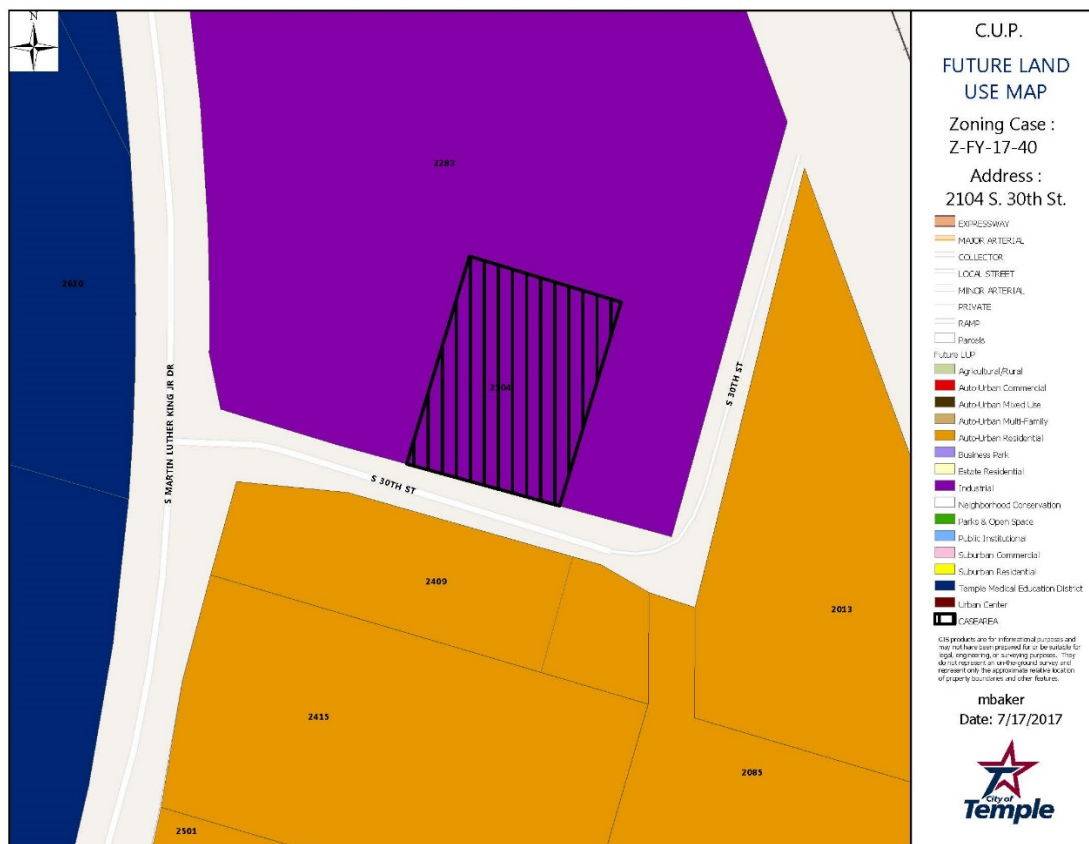
## Location Map



## Aerial Map



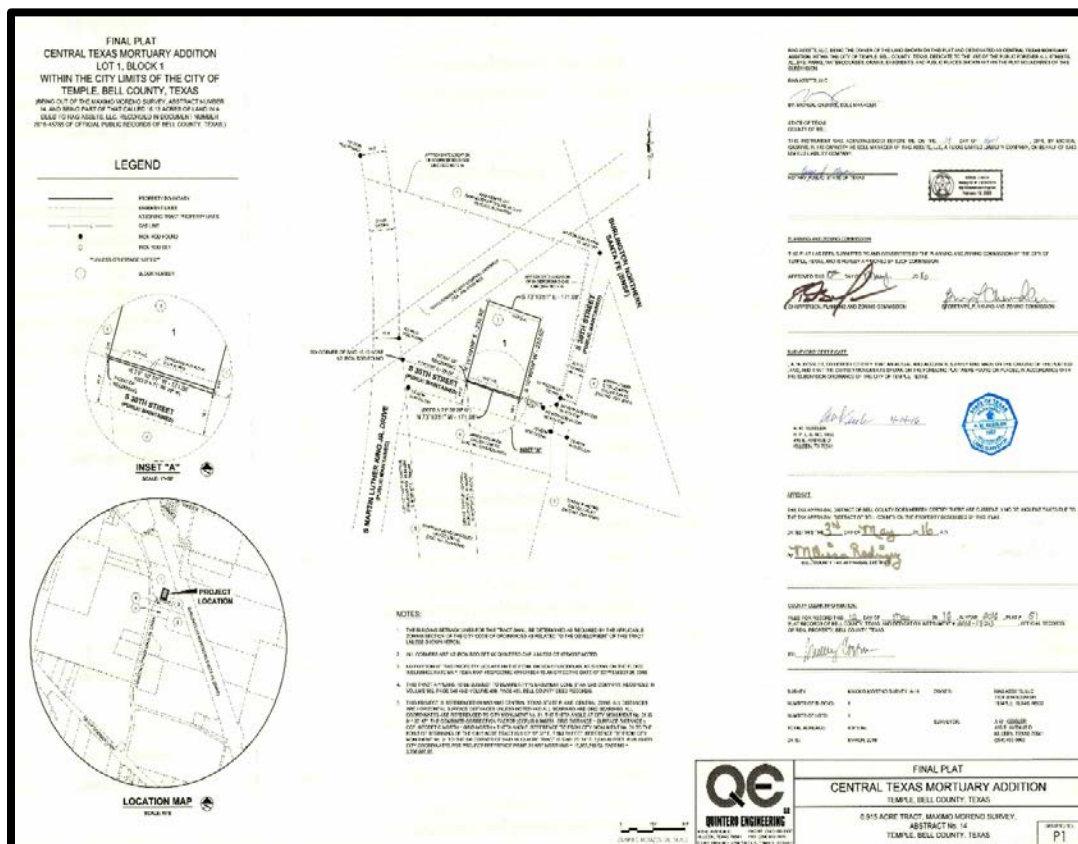
## Zoning Map

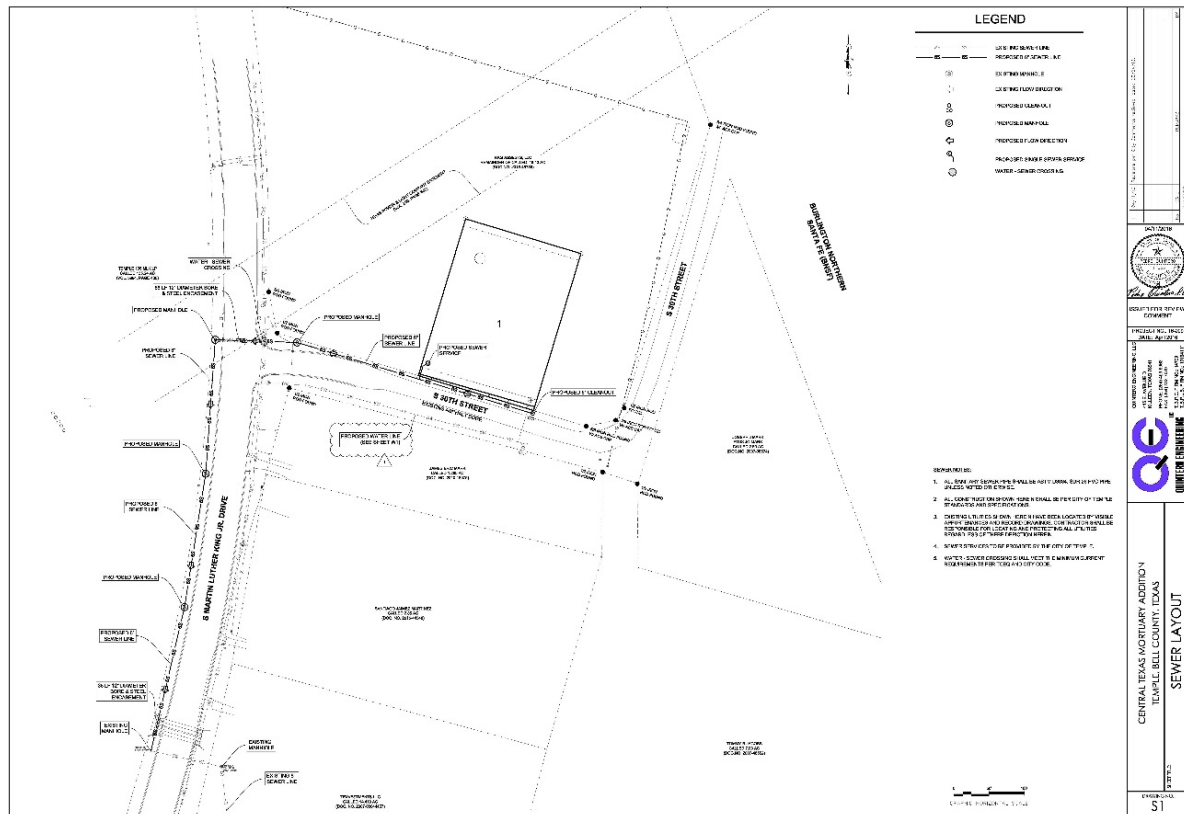


## Future Land Use Map

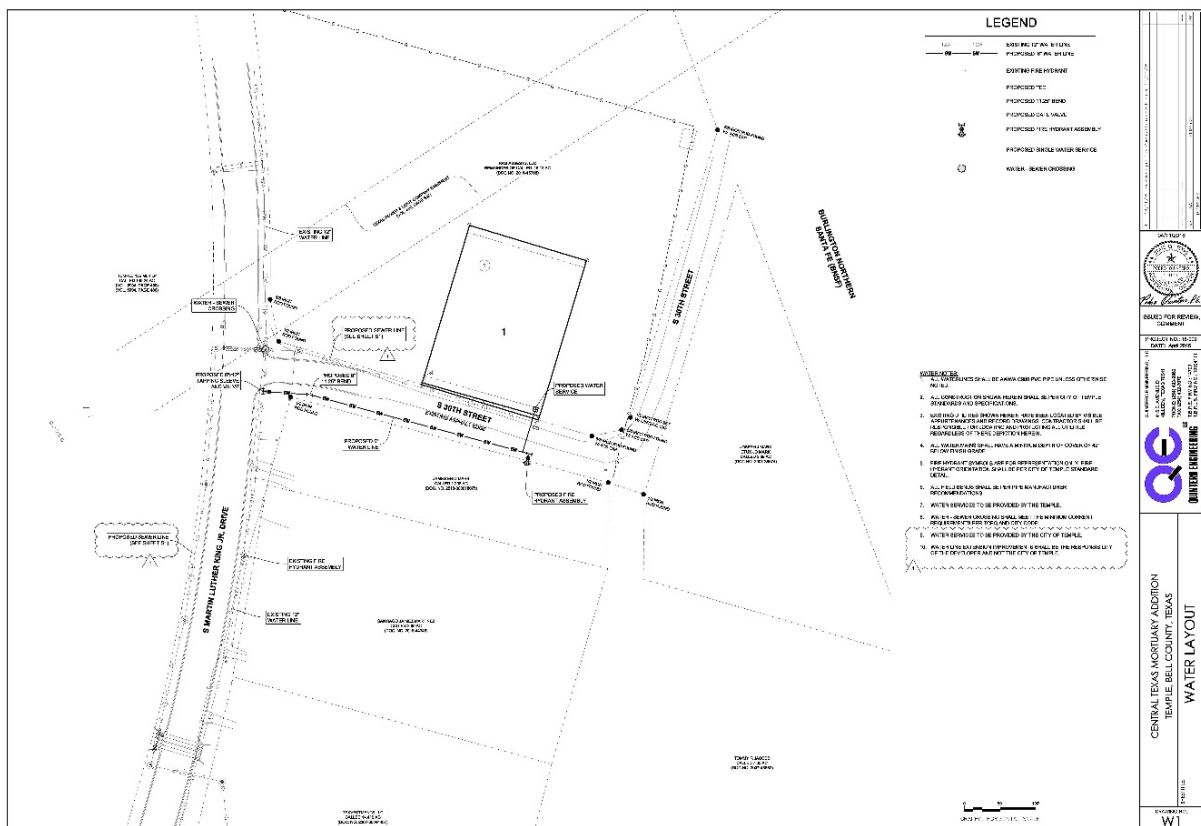


## Thoroughfare & Trails Map





## Sewer Layout Plan



## Water Layout Plan



# Tables

## Surrounding Property Uses

	<u>Surrounding Property &amp; 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

	<b><u>Current</u> <u>(LI)</u> <u>Non-Residential</u></b>
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. 30<sup>th</sup> 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:**

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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](mailto: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. 30<sup>th</sup> 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:**

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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](mailto: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 30<sup>th</sup> 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 30<sup>TH</sup> STREET; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the 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 6<sup>th</sup> 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 30<sup>th</sup> Street; and

**Whereas**, the City Council of the City of Temple, Texas, after public notice as required by law, has at a public hearing, carefully considered all the evidence submitted by the applicant concerning the proposed plans 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 30<sup>th</sup> 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 7<sup>th</sup> day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the 21<sup>st</sup> 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

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09/21/17  
Item #3(W)  
Consent Agenda  
Page 1 of 2

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

Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing participation in the Texas Municipal League, Intergovernmental Risk Pool to provide property, liability and workers' compensation insurance coverage for the City.

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

**BACKGROUND:** The City of Temple has participated in the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) (a risk pool formed by Texas cities to provide insurance-like coverage of potential claims) since approximately 1981. Our experience with TML-IRP has been very positive.

The proposed resolution authorizes the City's participation in TML-IRP for the FY17-18 at an estimated annual amount of \$734,772 for property and liability insurance and an estimated annual amount of \$703,625 for workers' compensation insurance. We have received a proposal from TML-IRP to continue our participation in the risk pool in the following areas:

- General Liability
- Real & Personal Property
- Automobile Liability
- Law Enforcement Liability
- Errors & Omissions Liability
- Dishonestly/Crime
- Workers Compensation (to include volunteers and elected officials)

**FISCAL IMPACT:** TML-IRP's estimated annual amount for property and liability insurance is \$734,772, or \$720,077 with a 2% pre-pay discount. Since the City does take advantage of the 2% pre-pay discount, the FY 2018 Adopted Budget includes an appropriation of approximately \$822,360 for property and liability insurance. The additional amount budgeted will be used for changes to property and liability insurance coverages during the year if needed.

TML-IRP's estimated annual amount for workers' compensation insurance is \$703,625, or \$689,553 with a 2% pre-pay discount. The FY 2018 Adopted Budget includes an appropriation for workers' compensation based on the FY 2018 budgeted salaries. Since workers' compensation is prepaid based on estimated salaries calculated by TML-IRP, a true-up will be provided in the spring of 2018 if needed.

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL TO PROVIDE PROPERTY, LIABILITY, AND WORKERS' COMPENSATION INSURANCE COVERAGE FOR THE CITY OF TEMPLE FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple has participated in the Texas Municipal League Intergovernmental Risk Pool (TML-IRP), a risk pool formed by Texas cities to provide insurance-like coverage of potential claims, since approximately 1985 – our experience with TML-IRP has been very positive;

**Whereas**, our continued participation in the risk pool will provide coverage in the areas of general liability, real & personal property, automobile liability, law enforcement liability, errors & omissions liability, dishonesty/crime, and workers' compensation (to include volunteers and elected officials) at an estimated annual amount of \$734,772 for property and liability insurance and an estimated annual amount of \$703,625 for workers' compensation insurance;

**Whereas**, Staff believes the prices and services received by TML-IRP continue to be the best value for the City and recommends the City's continued participation for fiscal year 2018;

**Whereas**, TML-IRP's estimated annual amount for property and liability insurance is \$734,772 or \$720,077 with a 2% pre-pay discount - since the City takes advantage of the 2% pre-pay discount, the fiscal year 2018 adopted budget includes an appropriation of approximately \$822,360 for property and liability insurance;

**Whereas**, TML-IRP's estimated annual amount for workers' compensation insurance is \$703,624, or \$689,553 with a 2% pre-pay discount;

**Whereas**, the fiscal year 2018 adopted budget includes an appropriation for workers' compensation based on the fiscal year 2018 budgeted salaries - since workers' compensation is prepaid based on estimated salaries calculated by TML-IRP, a true-up will be provided in the spring of 2018 if necessary; 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 participation in the Texas Municipal League Intergovernmental Risk Pool for fiscal year 2018 to provide property, liability and workers' compensation coverage for the City of Temple.

**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 which may be necessary for the participation in TML-IRP 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(X)  
Consent Agenda  
Page 1 of 13

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

Brynn Myers, Assistant City Manager

**ITEM DESCRIPTION:** Consider adopting a resolution ratifying a meet and confer agreement with the Temple Police Association.

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

**ITEM SUMMARY: Overview of Meet & Confer.** The “meet & confer” process is governed by Chapter 142 of the Local Government Code. Chapter 142 allows a “police officers association” to file a petition with the City requesting that the City recognize the association as the sole and exclusive bargaining agent for all officers and adopt the meet & confer process. The meet and confer process allows the City to meet & confer with police officers association over wages, salaries, rates of pay, hours of work, or other terms and conditions of employment. The meet and confer deliberations must occur in a meetings open to the public. The City and a police officers association are not required to reach agreement on any particular topic. An agreement on any issue must be in writing and ratified by the Council and a majority of the police officers. A written meet & confer agreement preempts all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules and allows variation of civil service rules regarding hiring requirements, pay, benefits, promotion standards, and the disciplinary process.

**Meet & Confer Process.** On July 2, 2015, the City Secretary received a “Petition Requesting Recognition of Bargaining Agent” from the Temple Police Association (“TPA”). The Petition was signed by 102 Temple Police Officers and requested that the City recognize TPA as the sole and exclusive bargaining agent for all police officers employed by the City and adopt the meet & confer process pursuant to Local Gov’t Code Chapter 142. The Petition was presented to the City Council at a special called meeting on July 30, 2015 and the City Council ordered a certification election to determine whether TPA represents a majority of the affected police officers. The election was conducted by the City Secretary and was held at various times on September 9-11 and September 15-16. 98 police officers voted “yes” to the recognition of TPA as the sole and exclusive bargaining agent and 11 police officers voted “no”. On October 1, 2015, the City Council granted recognition of TPA as the sole and exclusive bargaining agent and adopted the meet & confer process. Following several months of negotiations, on October 20, 2016, the City of Temple and TPA executed a meet and confer agreement for fiscal year 2017 that covered 11 issue points. That agreement expires on September 30, 2017. In compliance with the terms of the FY 2017 meet and confer agreement, City Administration and TPA began meeting in January 2017 to discuss criteria for a pay and compensation study, including establishing comparable cities. The City conducted the 2017 Civil Service Compensation Study in Spring 2017 and upon completion of that Study, City Administration and TPA began meeting again to

discuss a FY 2018 meet and confer agreement. The Parties agreed to focus our FY 2018 meet and confer process on discussing only compensation issues and any necessary non-substantive clean-up of the existing agreement and agreed to defer all other substantive issues to a future negotiation process.

Members of the City Administration negotiating team include:

Brynn Myers, Interim City Manager, Lead Negotiator  
Nan Rodriguez, Deputy City Attorney  
Jeff Clark, Deputy Police Chief  
Traci Barnard, Director of Finance  
Sandra Esqueda, Director of HR

Members of the Temple Police Association negotiating team include:

Chris Jones, Training Coordinator-CLEAT, Lead Negotiator  
Larry Wilkey, Sergeant, TPA President  
Marlon Reed, Corporal  
Corey Powell, Detective  
Casey Sheppard, Detective

**Overview of the Draft Agreement.** This process provided a venue for communication and collaboration between City Administration and police officers regarding important employment issues. The draft FY 2018 agreement includes articles covering the same 11 issues as in the FY 2017 agreement:

1. Association Business
2. Additional Deputy Chief Position
3. Military Leave Time Account
4. Compensation
5. Overtime
6. Higher Classification Pay / Rank Structure
7. Education Incentives for Promotion
8. Lateral Entry Program
9. Individual Vehicle Assignment Program (IVAP)
10. Disciplinary Actions and Appeals
11. Grievance Procedure

The draft agreement proposes a substantive change to Article 4- Compensation, and non-substantive changes to Article 2- Additional Deputy Chief Position; Article 8- Lateral Entry Program; and Article 10- Disciplinary Action and Appeals. The draft agreement also proposes a change to Article 13- Duration of the Agreement which changes the termination date of the agreement from September 30, 2017 to September 30, 2018.

## Summary of Changes.

### **Article 2: Additional Deputy Chief Position**

#### Non-Substantive Change

- Clarifies that a person appointed to the Deputy Chief position must obtain a minimum educational level of Bachelor's degree within two years from the date of appointment to the position
- Currently reads "from the date the Meet & Confer agreement is approved by the Parties".

### **Article 4: Compensation**

#### Substantive Change

- Implements the 2017 Civil Service Compensation Study as follows:
  - 2.00% base pay salary increase for all Civil Service employees effective September 22, 2017, as well as an additional 3.00% base pay increase for police officers and corporals effective July 13, 2018;
  - Increase in educational incentive pay, effective September 22, 2017 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

- Addition of language incentive pay of \$720 per year, effective not later than November 3, 2017, with eligibility requirements to be recommended by the Police Chief and adopted by the Civil Service Commission as part of Local Rules.
- Establishes an agreement that City Administration and TPA will work together to develop criteria for a professionally prepared compensation study to include an evaluation of the Civil Service step system and compression between steps. The Parties agree to meet not later than June 1, 2018 to discuss criteria and a schedule for the completion of the study.

### **Article 8: Lateral Entry Program**

#### Non-Substantive Change

- Removes a reference to "probationary classification"
- The City of Temple does not have a probationary classification

**Article 10: Disciplinary Actions & Appeals**

Non-Substantive Change

- Clarifies the section that provides that a failure by an officer (or the officer's counsel) who is appealing a disciplinary action to initiate selection of the Hearing Examiner by making the initial strike within 10 business days of receipt of the list will be deemed a withdrawal of the officer's appeal.

**Overview of the Articles.**

**Article 1: Association Business**

Proposed by TPA

**Overview:**

This Article is intended to establish provisions that enable the Association to adequately represent Association members, and administer the terms of the Agreement.

**Key Provisions:**

- Recognizes TPA as the sole and exclusive bargaining agent for all covered police officers;
- Allows TPA access to the Departmental new hire orientation to explain and answer questions about the Association, the Agreement, and the meet & confer process;
- Establishes a three member team designed to be advisory to the Police Chief;
  - One member is to be appointed by the Police Chief and two members by the Association President
- Commits the City to continue its Association dues deduction program;
- Allows the Association reasonable access to the premises of the Department for the purpose of administering this Agreement;
- Permits the Association to install one bulletin board (at their expense) at each police facility to facilitate communication by the Association to its members;
- Allows the Association to utilize the City's email system to communicate with police officers regarding issues related to provisions of the Agreement and upcoming meet and confer sessions ;
- Establishes an Association Business Leave Time Pool to be used for the purpose of conducting Association business. This provision allows officers the option of donating two hours of accrued vacation leave to the Pool each calendar year;
- Commits the City to pay up to a maximum of five members of the Association's meet and confer team their regular pay for attendance at meet and confer sessions between the City and the Association; Police Administration may adjust Association member's schedules to accommodate meeting attendance.

**Article 2: Additional Deputy Chief Position**

Proposed by City Administration

**Overview:**

This Article authorizes the creation of an additional appointed Deputy Police Chief position to enable the future alignment of the Departmental command structure into three bureaus: Patrol, Investigations, and Administration.

**Key Provisions:**

- Allows the creation of a single additional Deputy Chief position in addition to the two Deputy Chief positions authorized by Section 143.014(c) of the Local Gov't Code;
- Establishes minimum standards that the person appointed to the additional Deputy Chief position must meet and extends these standards to the subsequent appointment of any person to a Deputy Chief position;
- Establishes a procedure for posting a vacancy in a Deputy Chief position a minimum of 10 calendar days in order to allow eligible candidates to express interest in the position by submitting documentation of their qualification to the Chief;
- The final appointment remains solely the Police Chief's discretion.

**Article 3: Military Leave Time Account**

Proposed by TPA

**Overview:**

This Article is intended to clarify the provisions for administration of the City's Military Leave Time Account.

**Key Provisions:**

- Reiterates the requirements of Chapter 143.074 of the Local Gov't Code relating to Military Leave Time Accounts;
- Clarifies that a police officer wishing to donate accrued time to the Military Leave Time Account must do so on a form provided by the City;
- Requires the City to provide a report to the Association each December that includes the current balance of the military leave time account and the amount of leave used by each police officer from the account during the previous year.

#### **Article 4: Compensation**

Proposed by TPA

##### **Overview:**

This Article is intended to communicate the City's commitment to a maintaining a fair and competitive pay and compensation package, with due regard for fiscal restraints and sustainability.

##### **Key Provisions:**

- Implements the 2017 Civil Service Compensation Study as follows:
  - 2.00% base pay salary increase for all Civil Service employees effective September 22, 2017, as well as an additional 3.00% base pay increase for police officers and corporals effective July 13, 2018;
  - Increase in educational incentive pay, effective September 22, 2017 as follows:

Degree	Current	Revised
Associate's Degree	\$720 per year	\$1,200 per year
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Master's Degree	\$1,800 per year	\$2,400 per year

- Addition of language incentive pay of \$720 per year, effective not later than November 3, 2017, with eligibility requirements to be recommended by the Police Chief and adopted by the Civil Service Commission as part of Local Rules.
- Establishes an agreement that City Administration and TPA will work together to develop criteria for a professionally prepared compensation study to include an evaluation of the Civil Service step system and compression between steps. The Parties agree to meet not later than June 1, 2018 to discuss criteria and a schedule for the completion of the study.

#### **Article 5: Overtime**

Proposed by TPA

##### **Overview:**

This Article is intended to establish a uniform Departmental policy governing overtime compensation.

**Key Provisions:**

- Establishes an agreement that the overtime exemption provided for by the FLSA known as the 7(k) exemption is adopted by the City;
- Establishes the maximum work period to be used as 14 days and the maximum number of hours worked without overtime pay within the work period at 80 hours;
- Commits the City to provide guaranteed overtime for overtime assignments subject to contractual agreements with third parties;
- Requires overtime assignments that will be compensated at guaranteed time and half to be identified and posted as such in advance;
- States that overtime assignments for City sponsored events (such as the Christmas Parade) will not be guaranteed overtime assignments;
- Clarifies that if an officer takes leave during a work period and later is required to work an overtime assignment which is not guaranteed overtime during that same work period, s/he may choose to apply the overtime assignment to their regular hours in lieu of using leave time;
- Provides a minimum of two hours of overtime compensation for call-outs and court appearances prior to, or after an officer's regularly scheduled shift;
- Requires overtime assignments that will be compensated in the form of compensatory leave to be identified and posted as such in advance;
- Allows officers to choose paid overtime or compensatory time for overtime assignments in which the form of compensation has not been identified in advance;
- Maintains the Police Chief's authority to implement flex time in managing the Department's budget;
- Commits supervisors to work with officer to schedule flex time off, subject to the needs of the Department.

***Article 6: Higher Classification / Rank Structure***

Proposed by TPA

**Overview:**

This Article is intended to establish a uniform Departmental policy governing the temporary designation of an officer to perform the duties of a higher rank.

**Key Provisions:**

- Requires a Corporal to be temporarily designated as "Acting Sergeant/Field Supervisor" when no Sergeant or Lieutenant is available to act as a field supervisor for a shift due to absence, illness, or injury;
- Allows a Lieutenant to designate a Corporal to be temporarily designated as "Acting Sergeant/Field Supervisor" when the Lieutenant determines an additional field supervisor is necessary to meet staffing needs;
- Requires the designation to be noted in writing on the Duty Roster;
- Establishes that a person serving in this temporary designation shall have full authority and responsibility for performing all of the duties of the Sergeant rank for the duration of the designation;

- Requires that the officer designated as Acting Sergeant shall be paid the base salary of the Sergeant rank, plus the officer's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the designation;
- Establishes that the designation will be made on a rotating basis to all Corporals within the Unit, but the Police Chief retains discretion to deviate from the order of the list;
- Allows a Lieutenant to designate a Corporal to act as Mentoring Sergeant under the supervision of a Sergeant or Lieutenant, for training and mentoring purposes and not to meet a Departmental staffing need;
- Requires the designation to be noted in writing on the Duty Roster;
- Establishes that a person serving in this temporary designation will have immediate authority of a Sergeant for the duration of the designation, however ultimate authority and responsibility for the shift remains with the available Sergeant or Lieutenant;
- Establishes that a Mentoring Sergeant will not receive higher classification pay during the designation period;
- Establishes that the designation will be made on a rotating basis to all Corporals within the Unit, but the Police Chief retains discretion to deviate from the order of the list;
- Allows a Sergeant to be temporarily designated to perform the administrative duties of a Lieutenant/Watch Commander when a Lieutenant will be absent or unavailable for at least 28 consecutive days;
- Requires the designation to be noted in writing on the Duty Roster;
- Establishes that a person serving in this temporary designation shall have full authority and responsibility for performing all of the duties of the Lieutenant rank for the duration of the designation;
- Requires that the designated Watch Commander shall be paid the base salary of the Lieutenant rank, plus the officer's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the designation;
- Establishes that the designation will be made on a rotating basis to all Sergeants within the Unit, but the Police Chief retains discretion to deviate from the order of the list;
- Retains authority for the Police Chief to designate a Watch Commander for a period of less than 28 days, based on Departmental needs;
- Establishes authority for the Police Chief to temporarily assign an officer to perform the duties of a position in the next higher rank when a position has been funded, but not yet created by the governing body or when there is a vacancy in an existing position for which no promotional list exists;
- Establishes that a person serving in this temporary assignment shall have full authority and responsibility for performing all of the duties of the higher rank for the duration of the assignment;
- Requires that an officer temporarily assigned to a position in the next higher rank shall be paid the base salary of the higher rank, plus the officer's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the assignment.

**Article 7: Educational Incentives for Promotion**

Proposed by City Administration

**Overview:**

This Article establishes incentives to encourage and recognize continuing education as a way to improve professionalism for both officers and the Department.

**Key Provisions:**

- Establishes additional points for promotional candidates for continuing education as follows:
  - 0.50 points for an Advanced Peace Officer Certificate;
  - 1.0 points for having completed 60 college hours credit
  - 1.5 points for a Master Peace Officer Certificate;
  - 2.0 points for having received an Associates Degree;
  - 3.0 points for having received a Bachelor's Degree or higher

**Article 8: Lateral Entry Program**

Proposed by City Administration

**Overview:**

This Article establishes an expedited process for hiring qualified applicants with previous law enforcement experience.

**Key Provisions:**

- Establishes the following eligibility requirements to be eligible for hire under this program:
  - have a current TCOLE license;
  - be currently employed with a law enforcement agency;
  - have an honorable standing within their current department;
  - not be under any type of investigation with their current department;
  - have three or more years of work experience with a comparable law enforcement agency
  - take and pass the locally given Civil Service exam; and
  - complete and pass a background investigation and the City of Temple hiring process.
- Requires that an eligibility list for lateral applicants be maintained and that the score from the locally given Civil Service exam be used to rank applicants on that list;
- Allows the Police Chief the authority to give preference in selection to any person on the lateral eligibility list based on the applicant's years of experience and type of experience;
- Allows the Police Chief to fill a vacant within the Department by selecting an applicant from the lateral eligibility list, or by following the process defined in section 143.026 of the Texas Local Government Code;
- Establishes that actual work experience in another law enforcement agency will not be considered for promotional eligibility purposes or seniority purposes;
- Establishes that applicants hired under this program, once they have successfully completed the Probationary classification, will be placed in the pay grade on the compensation plan commensurate with their full-time prior service as a police officer, as follows:

- Applicants with prior municipal service in a City with a population of 30,000 or greater will receive one credit year for each full year of police service, not to exceed ten 10 credit years;
- Applicants with prior municipal service in a City with a population of less than 30,000 will receive one credit year for each two full years of police service, not to exceed 5 credit years;
- Applicants with prior service in a Sherriff Department in a County with a population of 175,000 or greater will receive one credit year for each full year of police service, not to exceed ten 10 credit years;
- Applicants with other prior service will receive one credit year for each two full years of police service, not to exceed five credit years.
- The credited time is for starting salary only and does not count as time served with the Temple Police Department for any other purposes including benefits, step pay, etc.

#### ***Article 9: Individual Vehicle Assignment Program (IVAP)***

Proposed by TPA

##### **Overview:**

This Article establishes a policy for administering the City's Individual Vehicle Assignment Program (IVAP) and establishes the eligibility criteria for take-home patrol vehicles.

##### **Key Provisions:**

- Establishes requirements to be eligible to participate in the IVAP program;
- Allows an officer participating in IVAP to take a vehicle home, provided that the officer's residence is no more than seven miles outside the Temple city limits;
- Establishes a fee of \$23 per pay period for officers participating in the take-home vehicle program who reside outside the city limits;
- Provides the following exceptions to the distance and fee requirements:
  - Any officer who resides .5 miles or less outside the City and is currently allowed to take a vehicle home is exempt from the payment of the fees unless the officer moves more than .5 miles outside the city limits after the effective date of this Agreement
  - Any officer who is assigned a take home vehicle because of their duty assignment (e.g. K-9 Officers) and who resides outside the city at the time this Agreement is adopted is exempt from the distance limitations and the payment of the fees
  - CID Supervisors and CID Detectives are exempt from the distance limitations and the payment of the fees when they are on-call unless they are eligible and elect to fully participate in the take-home vehicle program

#### ***Article 10: Disciplinary Actions & Appeals***

Proposed by City Administration

##### **Overview:**

This Article establishes a policy for disciplinary actions and appeals within the Department.

**Key Provisions:**

- For suspensions of 36 hours or less, allows an officer to forfeit vacation, compensatory, or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service. Suspensions served in this manner may not be appealed;
- Limits the appeal for suspensions of 36 hours or less to the Civil Service Commission;
- Establishes that suspensions of 36 hours or less that were imposed on or after the effective date of this Agreement will no longer be considered for purposes of transfer or promotion after 24 months have passed;
- For suspensions of 37-120 hours, establishes that the Police Chief may allow an officer to forfeit vacation, compensatory, or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service. Suspensions served in this manner may not be appealed;
- Allows the Police Chief and an officer to agree to a suspension of 121-720 hours, and establishes that the Police Chief may allow an officer to forfeit vacation, compensatory, or holiday time equal to the length of the suspension. Suspensions served in this manner may not be appealed;
- Allows the Police Chief to require an officer be evaluated by a qualified professional designated by the Police Chief. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Police Chief may:
  - in lieu of or in combination with a suspension or demotion, require that the officer successfully complete the recommended program (an officer retains right to appeal)
  - offer an “alternative disciplinary agreement” to the officer under which the officer would accept demotion or suspension of up to 720 hours and agree to successfully complete the recommended program of counseling and/or rehabilitation
  - offer the officer, as an alternative to indefinite suspension, the opportunity to enter into a “Last Chance Agreement” which would include, in addition to any provisions agreed upon by the Police Chief and officer, a probationary period not to exceed one year, during which if the officer commits the same or a similar act of misconduct, the officer will be indefinitely suspended without right of appeal;
- Allows an officer to request an opportunity to be evaluated by a qualified physician, psychiatrist or psychologist in order to seek counseling and/or rehabilitation. The officer’s request will toll the 180 day deadline for imposing discipline. The Department Head may consider any counseling and/or rehabilitation voluntarily undertaken by an officer under this section before imposing any discipline;
- Codifies the Loudermill Hearings process followed by the Department in protection of the due process rights of an officer facing any level of formal discipline;
- Establishes procedures for appeal hearings before Hearing Examiners to facilitate the efficient and effective conclusion of such appeals including an agreement that a hearing examiner will be selected within 10 days of the receipt of a list of Hearing Examiners and that the Hearing Examiner selected shall render a decision within 30 business days of the conclusion of the hearing;
- Allows a Hearing Examiner the authority to impose a disciplinary suspension of any length of time, including suspensions in excess of fifteen days, and time already served between the imposition of discipline and the appeal decision
  - (overrides the judicial limitation imposed on the authority of the Commission or Hearing Examiner by the City of Waco v. Kelley case).

**Article 11: Grievance Procedure**

Proposed by TPA

**Overview:**

This Article establishes a dispute resolution procedure to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement.

**Key Provisions:**

- Requires that a dispute be presented in writing to the Police Chief or his designee;
- Requires an officer to initiate a request for dispute resolution with the Association Executive Board and disallows an officer from filing a dispute directly with the City;
- Establishes a 15 day timeline for an officer to file a claim or dispute from the date they knew or should have reasonably known the facts giving rise to the dispute;
- Establishes a 5 step process for disputes by the Association Executive Board or police officer:
  - Step 1: Association Executive Board
  - Step 2: Police Chief
  - Step 3: City Manager
  - Step 4: Mediation
  - Step 5: Arbitration
- Establishes a process for the City to enforce Association compliance with this Agreement through notification and subsequent options including termination of agreement.

**Ratification & Term of the Agreement.** A meet and confer agreement is enforceable and binding if the governing body of the municipality ratifies the agreement by a majority vote and the recognized police officers association ratifies the agreement by conducting a secret ballot election at which the majority of the police officers who would be covered by the agreement favored ratifying the agreement. The Temple Police Association conducted a secret ballot election held on September 5-6, 2017. During that election, 114 police officers voted “yes” to the ratification of the meet and confer agreement and 10 police officers voted “no”.

If this resolution is adopted by the City Council, the agreement will become effective immediately and continue in effect until September 30, 2018.

**FISCAL IMPACT:** Below is a table outlining the fiscal impact of the meet and confer agreement for each of the eleven issue points. This agreement becomes effective immediately and continues in effect until September 30, 2018.

Issue	Fiscal Impact	Funded In FY 2018
Article 1: Association Business	Not Applicable	N/A
Article 2: Additional Deputy Chief Position	Base salary plus benefits: \$132,902 Additional vehicle: \$36,000 Other operational costs: \$12,429	Yes
Article 3: Military Leave Time Account	Not Applicable	N/A
Article 4: Compensation	Base pay salary increases - \$297,144 Educational incentive pay increases - \$26,760 Language incentive pay - \$8,640	Yes
Article 5: Overtime	3 <sup>rd</sup> Party reimbursed overtime and benefits is estimated for FY 18 at \$390,980.	Yes
Article 6: Higher Classification / Rank Structure	The amount would be difficult to estimate at this time.	No
Article 7: Educational Incentives for Promotion	Not Applicable	N/A
Article 8: Lateral Entry Program	Not Applicable	N/A
Article 9: Individual Vehicle Assignment Program (IVAP)	The estimated net cost based on officers who are currently employed by the City is \$25,958.	No
Article 10: Disciplinary Actions & Appeals	Not Applicable	N/A
Article 11: Grievance Procedure	Not Applicable	N/A

**Attachments:**

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

**MEET & CONFER AGREEMENT**  
**BETWEEN**  
**THE CITY OF TEMPLE, TEXAS**  
**AND**  
**TEMPLE POLICE ASSOCIATION**

**CITY OF TEMPLE FISCAL YEAR**  
**2017-2018**

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## **DEFINITIONS**

1. "Agreement" refers to this Meet and Confer Agreement, negotiated between the City of Temple and the Temple Police Association.
2. "Association" means the Temple Police Association.
3. "City" means the City of Temple.
4. "College hours" "Degree" or "College Degree" means credit hours or degree from a college or university recognized by the Southern Association of Colleges and Schools or a similar regional association recognized and approved by the United States Department of Education.
5. "Commission" means the Firefighters' and Police Officers' Civil Service Commission of the City of Temple.
6. "Day(s)" means calendar days, unless otherwise specified.
7. "Department" means the Police Department of the City of Temple.
8. "Department Head" means the administrative head of the Police Department or the Chief of Police, including any interim or acting Chief of Police.
9. "Director" means the Director of the City of Temple Firefighters' and Police Officers' Civil Service Commission.
10. "Dues" means the cost of membership in the Association.
11. "FY" means financial year.
12. "Guaranteed Overtime" refers to assignments compensated at a rate of time and a half, without regard to the number of hours worked in a pay period.
13. "IVAP" means the Individual Vehicle Assignment Program.
14. "Local rules" refers to the Rules and Regulations of the City of Temple Firefighters' and Police Officers' Civil Service Commission.
15. "Party" or "Parties" means the City of Temple and the Temple Police Association.
16. "Police Officer" or "Officer" means a person who is a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and who is employed by the City of Temple Police Department.
17. "TCOLE" means the Texas Commission on Law Enforcement, or its successor organization.
18. "TLGC" means the Texas Local Government Code.

## **ARTICLE 1**

### **Association Business**

**Section 1. Intent.** In adopting this Article, the Parties acknowledge and agree to the following provisions for the purpose of enabling the Association to adequately represent Association members, and administer the terms of the Agreement.

**Section 2. Recognition.** The City recognizes the Temple Police Association (TPA) as the sole and exclusive bargaining agent for all covered police officers, pursuant to section 142.053 et. seq. Texas Local Government Code, excluding the Department Head, employees of the Temple Police Department who are exempt under section 142.058(b) Texas Local Government Code, and employees occupying appointed positions pursuant to section 143.014 Texas Local Government Code. The Agreement is intended to include all permanent paid employees of the Temple Police Department who have been hired in substantial compliance with the provisions of Chapter 143 of the Texas Local Government Code, but does not include civilian employees, other employees, or those excluded above. The Agreement is not intended to, and does not, deny local control by the City, or restrict or diminish the management rights of the City, except as expressly provided by the Agreement under section 142.059 of the Texas Local Government Code.

**Section 3. Association Access to New Hires.** The Association shall have the right to meet with new officers during the Academy and/or Departmental in-house employee orientation sessions to ensure they have received a copy of the Agreement, and to be able to explain and answer questions about the Association, the Agreement, and the meet and confer process.

#### **Section 4. Labor Relations**

1. To improve communications between the Department Head and the Association, and to facilitate resolution of issues related to implementing the provisions of this Agreement, the Department Head shall establish an Advisory Team comprised of three (3) members, including one (1) member of the Department designated by the Department Head, and two (2) members of the Department designated by the Association. The Association and the Department Head may designate a substitute representative to the Team in the event that the designated Team member is unable to attend a meeting. The Department Head or his designee will meet with this Team at least once every three (3) months. The purpose of the Team is advisory to the Department Head, and to provide police managers input on City and Departmental policy, procedures, and employee issues.
2. The Association President or the Department Head may request additional meetings when issues arise that warrant concern or discussion. The Department Head retains discretion regarding the scheduling of additional meetings.

3. Members of the Advisory Team will not be required to use leave in order to attend Team meetings. Members of the Advisory Team will not receive overtime compensation for attendance at Team meetings.

## **Section 5. Association Rights and Indemnification**

- (a) Dues Deduction. Upon receipt of a signed authorization from an officer on a form supplied by the City, the dues and assessments to the Association and affiliated state organizations that existed on the date of this Agreement shall be deducted from each member officer's pay. Officers who are not members are not obligated to pay Association dues. Officers who are currently having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form.

The dues deduction shall be remitted promptly to the Treasurer of the Association. The City agrees to provide a list of those members for whom deductions are made each month. The Association may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) days in advance of the change, from the Association President advising the City that the amount of the dues deduction has changed pursuant to the requirements of the Association's Constitution and Bylaws. The Association will promptly refund to the City any amount paid to the Association in error on account of this dues deduction provision.

- (b) Indemnification. As a condition of being granted and continuing payroll deduction of dues, the Association shall indemnify the City and any departments of the City, and hold it harmless against any and all claims, demands, suits, or other form of liability that may arise out of, or by reason of, any actions taken by the City or any department of the City for any purpose of complying with the provisions of this Agreement.
- (c) Association Access to Premises. Subject to reasonable advance notice from the Association and approval from the Department Head or his designee, the Association may be permitted reasonable access to the premises of the Department and the Police Academy for the purpose of administering this Agreement, including but not limited to Departmental in-house employee orientation. Such visits shall be limited to the purpose for which approval was granted and shall be conducted in a manner that does not interfere with the functions of the Department or Academy.

The Association's access to the Department facilities and equipment to communicate with its membership shall include the use of one (1) bulletin board installed at the main police station and one (1) board at each police facility. The Department Head must approve in advance the size of, and materials used for, said bulletin boards. All costs incurred in the purchase, installation, and maintenance of said bulletin boards shall be at the Association's expense. All posted materials must be directly related to Association business. The following guidelines shall apply to materials properly posted on the bulletin boards:

1. recreation and social affairs of the Association;
2. Association meetings;
3. Association elections;
4. reports of Association Committees;
5. rulings or policies of the state or national Association, without added commentary, and
6. legislative enactments and judicial decisions affecting public employee labor relations, without added commentary.
7. At no time shall the bulletin boards contain any political endorsement, whether at the local, state, or federal level.
8. The Department Head or his designee retains the right to remove material which is not directly related to Association, or is offensive or inappropriate.

(d) Communications. Subject to the Temple Police Department General Orders, the City's administrative regulations, and the applicable provisions of this Agreement, the Association may utilize electronic communications ("E-mail") to communicate with Temple police officers regarding issues related to provisions of the Agreement and upcoming meet and confer sessions in accordance with the following restrictions and limitations:

1. Association email communications shall relate solely to the following subjects:
  - i. issues related to the Agreement;
  - ii. issues related to upcoming meet and confer sessions;
  - iii. issues related to the grievance policy, and
  - iv. Association meetings for the purpose of discussing issues related to the Agreement, upcoming meet and confer negotiations, and/or the grievance policy.
2. Email communications shall not contain any political commentary, any solicitation for membership in, or financial contributions to, any special interest organization or political action organization, or derogatory or offensive propaganda or commentary which reflects negatively upon the City, its officials, its employees, City employee associations or groups, or upon citizens of the City. On a case-by-case basis, the Department Head or his designee may consider requests from individual officers for approval to distribute email communications regarding solicitations for officers (or their families) needing financial or other forms of assistance.
3. In the event of a violation, the Department Head shall notify the Association of the violation. Subsequent violations of these guidelines will subject the Association to the loss of the privilege of using the City's electronic communications system. Such loss will not be subject to review by any administrative or judicial body, or the grievance process.

## **Section 6. Association Business Leave Time Pool**

- (a) Time Off for Association Business. An Association Business Leave Pool shall be created for the purpose of conducting Association business, defined herein as time spent adjusting grievances, attending the annual conference of state affiliated organizations, the Association's Executive Board meetings, and regular Association business meetings.

While Temple Police officers are on Association Business Leave, they shall not wear Temple Police Department uniforms or insignia of any kind.

- (b) Establishment of Association Leave Time Pool. The Association Business Leave (ABL) Pool shall be funded during the first pay date of each calendar year by reduction of accrued vacation leave in the amount of two (2) hours for each member of the Temple Police Association who provides notice in writing to the City at least thirty (30) calendar days prior to the beginning of that calendar year of his/her wish to donate said hours to the ABL Pool. Once a contribution has been made to the ABL Pool, there shall be no transfer of leave back into any individual officer's leave account, and there will be no cash payout for any remaining time in the Pool. Unused ABL Pool hours will remain in the Pool to be utilized the following year. ABL Pool hours shall never have any cash or surrender value. The City will track contributions to and deductions from the ABL Pool.
- (c) Use of Association Leave Time Pool. The Association President shall request any use of Association business leave in writing, and submit the request in advance for approval by the Department Head. The Department Head may waive the requirement that the request and approval be in writing. Requests for ABL time shall be made as far in advance as is practicable, but no less than forty-eight (48) hours prior to the date for which leave is requested. There shall be no entitlement for overtime pay for any hours worked on Association business, as such time is not for the benefit of the City, but for the sole benefit of the Association. Unless approved by the Department Head, not more than two (2) members may be on ABL at the same time, and such leave may be cancelled by the Department Head in the event of any emergency or shortage of manpower, as determined by the Department Head. Cancellation of ABL time by the Department Head under these circumstances shall not be subject to review by any administrative or judicial body, or the grievance process.
- (d) Indemnification. The Association shall indemnify the City, its officials and employees, and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken by the City for any purpose of complying with the provisions of this section.

**Section 7. Negotiating Time for Negotiating Team Members.** The City agrees to pay up to a maximum of five members of the Association's meet and confer team their regular pay for attendance at meet and confer meetings between the City and the Association. If subcommittees are jointly assigned to work on specific matters, Association members of the subcommittee shall receive their regular pay during joint subcommittee meetings. Association team member time

spent preparing for meetings, or attending internal Association meetings, will not be paid by the City. Police administration may adjust Association representatives' schedules in order to minimize overtime expense.

## **ARTICLE 2**

### **Creation of Additional Deputy Chief Position**

**Section 1. Intent.** In adopting this Article, the Parties agree to the creation of a single additional Deputy Chief position in addition to the two (2) Deputy Chief positions authorized by Section 143.014(c) Texas Local Government Code. The Parties believe this additional position is necessary to align the Departmental command structure with the organization of the Department into three (3) bureaus (Patrol, Investigations, and Administration) and to efficiently address the continued growth of the Department and the community.

**Section 2. Minimum Standards.** In addition to the minimum standards required by Sections 143.013(b) and 143.014(d) Texas Local Government Code, the person appointed to the additional Deputy Chief position must have:

1. obtained a minimum educational level of a Bachelor's degree within two (2) calendar years from the date of appointment to the position.~~the Meet and Confer Agreement is approved by the Parties.~~
2. successfully completed a major law enforcement management school, e.g., the FBI National Academy, Southern Police Institute, or be able to complete this requirement within the first eighteen (18) months of promotion to the position;
3. served in the rank of Sergeant or above, and have demonstrated effective supervision, leadership and management of the personnel under their control;
4. obtained the level of Master Peace Officer Certification by the Texas Commission on Law Enforcement (TCOLE) or its successor.

The Parties agree that these minimum standards shall apply to the subsequent appointment of any person to a Deputy Chief position.

**Section 3. Procedure.** Upon a vacancy in any Deputy Chief position, the position will be posted for a period of ten (10) calendar days during which eligible candidates may submit documentation of their qualifications, e.g., resumes, transcripts, certifications, for review by the Department Head. The Parties agree that the final appointment will be made solely at the Department Head's discretion and that this procedure is not intended to, and does not, provide a basis for appeal of the appointment.

**Section 4. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 3**

### **Military Leave Time Account**

#### **Section 1. City to Maintain Account.**

- (a) The City of Temple shall maintain a military leave time account for the Police Department. The account shall benefit a police officer who:
  - (1) is a member of the Texas National Guard or the armed forces reserves of the United States;
  - (2) was called to active federal military duty while serving as a police officer for the City; and
  - (3) has served on active duty for a period of 3 continuous months or longer.
- (b) A police officer may donate any amount of accumulated vacation, holiday, sick, or compensatory leave time to the military leave time account to help provide salary continuation for police officers who qualify as eligible beneficiaries of the account under this Article.
- (c) A police officer who wishes to donate time to an account under this section must authorize the donation in writing on a form provided by the Police Department and approved by the City.
- (d) The City shall equally distribute the leave time donated to the military leave time account among all police officers who are eligible beneficiaries of that account. The City shall credit and debit the applicable military leave time account on an hourly basis, regardless of the cash value of the time donated or used.
- (e) A police officer who wishes to use military leave from the military leave time account shall submit the request in writing.
- (f) In December of each year, the City shall provide a report to the Association that includes the current balance of the military leave time account and the amount of leave used by each police officer from the account during the previous year.

**Section 2. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 4**

### **Compensation**

**Section 1. Intent.** The Parties agree that in order to attract and retain qualified police officers, it is necessary to maintain a fair and competitive pay and compensation package, with due regard for fiscal restraints and sustainability. When considering total compensation, the Parties agree that base pay, longevity pay, education incentive pay, TCOLE certificate pay, shift differential pay, and other forms of compensation need to be evaluated with other cities comparable to the City of Temple.

While the City of Temple desires to provide competitive salaries for all of our employees, attaining market competitiveness can be costly and may not be affordable in a single year.

Additionally, for all civil service positions other than Police Officer and Firefighter, obtaining an accurate comparison on position minimums, and thus averages, is difficult. This is because that while most of our peer cities structure their pay plan minimum based on tenure within the position, the City of Temple's pay plan minimum is based on tenure within the department.

**Section 2. Implementation of 2017 Compensation Study.** ~~The Parties agree to diligently work together to develop the criteria for a pay and compensation study, including comparable cities. The Parties agree to meet and discuss criteria and a schedule for the completion of the study no later than January 31, 2017, with the goal of implementing any compensation adjustments in conjunction with the FY 2018 budget process.~~

The 2017 Civil Service Compensation Study will be implemented as follows:

- a) 2.00% base pay salary increase for all Civil Service employees effective September 22, 2017, as well as an additional 3.00% base pay increase for police officers and corporals effective July 13, 2018;
- b) Increase in educational incentive pay, effective September 22, 2017 as follows:

<b><u>Degree</u></b>	<b><u>Current</u></b>	<b><u>Revised</u></b>
<u>Associate's Degree</u>	<u>\$720 per year</u>	<u>\$1,200 per year</u>
<u>Bachelor's Degree</u>	<u>\$1,440 per year</u>	<u>\$1,800 per year</u>
<u>Master's Degree</u>	<u>\$1,800 per year</u>	<u>\$2,400 per year</u>

- a)c) Addition of language incentive pay of \$720 per year, effective not later than November 3, 2017, with eligibility requirements to be recommended by the Department Head and adopted by the Civil Service Commission as part of Local Rules.

**Section 3. 2018 Compensation Study. Successor Agreement.** ~~Within 30 days after the completion of the study, the Parties agree to meet to discuss pay and compensation and the successor agreement to this Agreement.~~

The Parties agree to diligently work together to develop the criteria for a professionally prepared compensation study to be conducted in fiscal year 2018 that will include a full study of the City of Temple's Civil Service Pay Plan structure including, but not limited to, an evaluation of the step system and compression between steps. The Parties agree to meet not later than June 1, 2018 to discuss criteria and a schedule for the completion of the study.

## **ARTICLE 5**

### **Overtime Compensation**

**Section 1. Intent.** In adopting this Article, the Parties agree to the creation of a uniform Departmental policy governing overtime compensation, consistent with Section 142.0015 Texas Local Government Code, the Fair Labor Standards Act (FLSA), and City policy.

**Section 2. General Guidelines.**

- a. The allocation of budgeted overtime funds is solely within the discretion of the Department Head.
- b. Nothing in this Agreement is intended to, and this Agreement does not, limit the Department Head's discretion to assign employees as necessary to achieve Departmental objectives.

**Section 3. Overtime Exception.** The Parties understand and agree that the overtime exemption provided for by the FLSA known as the 7(k) exemption is hereby adopted by the City and shall be used to determine an applicable work period for purposes of overtime under the FLSA for certain work groups. The City reserves the right to make an initial determination regarding whether an overtime exemption applies, based on its own evaluation, or based on a request for an evaluation from the Department of Labor (DOL).

**Section 4. Amendment of Work Period.** The City reserves any and all rights to alter or amend the work period, if to do so serves the legitimate governmental and management interests of the City. The Parties agree that the maximum work period that will be utilized by the City is a fourteen (14) day period. The maximum number of hours that will be worked without overtime pay within a 14-day work period will be eighty (80).

**Section 5. Scheduled Overtime Assignments.**

- a. All scheduled overtime assignments subject to contractual agreements with third parties will be compensated at a guaranteed rate of time and a half, without regard to the number of hours worked by an officer during that pay period.
- b. Other overtime assignments for which compensation will be at a guaranteed rate of time and a half, without regard to the number of hours worked by an officer during that pay period, shall be identified and posted as such in advance.
- c. All scheduled overtime assignments for City events will be paid at time and half, unless an officer has worked less than 80 hours during the relevant pay period. In the event that an officer scheduled to work a City event has not worked 80 hours due to taking sick or vacation leave during that pay period, the officer will be compensated at his regular hourly rate for the City event. The officer shall have the option to elect whether to apply straight "additional regular" time in lieu of the leave taken, or to receive additional compensation for working the City event, but in no case shall the officer be compensated at the rate of time and a half.

- d. Supervisors shall not require officers who are scheduled to work a City event to take flex days prior to the City event in order to avoid paying the officers overtime for working the City assignment.

#### **Section 6. Unscheduled Overtime.**

- a. Call-Outs – Non-exempt officers who are off-duty and receive notification to return to duty status shall be entitled to a minimum of 2 hours of overtime compensation, regardless of actual time worked. Time worked, in this circumstance, shall begin when the notification is received and continue until the officer is cleared from the call.
- b. If an officer is required to work unscheduled overtime, the officer shall have the opportunity to elect whether (s)he will be compensated with compensatory time, or paid overtime for that assignment, subject to leave balance restrictions. If the supervisor does not flex the officer's time, the overtime slip submitted by the officer will be processed as submitted. No supervisor shall amend a payment form submitted by an officer for such an assignment without the officer's prior consent.
- c. If the supervisor does flex the officer's time, the supervisor will work with the officer to schedule the flex time off, subject to the needs of the Department.

**Section 7. Court Appearances.** An officer who makes a required court-related appearance prior to, or after his/her regularly scheduled shift, is guaranteed a minimum of 2 hours of overtime compensation, regardless of the actual time spent in court. Time worked, in this circumstance, includes scheduled report time until released by the court.

#### **Section 8. Compensatory Time.** The Parties agree to the following:

- a. Overtime assignments for which compensation will be in the form of compensatory time off in lieu of paid overtime shall be identified and posted as such in advance.
- b. Unless an overtime assignment has been posted as a compensatory time assignment, compensation for that assignment shall be paid overtime.
- c. If an officer is required to work an overtime assignment for which the form of compensation has not been identified prior to the start of the overtime assignment, the officer shall have the opportunity to elect whether (s)he will be compensated with compensatory time or paid overtime for that assignment, subject to leave balance restrictions. If the supervisor does not flex the officer's time, the overtime slip submitted by the officer will be processed as submitted. No supervisor shall amend a payment form submitted by an officer for such an assignment without the officer's prior consent.
- d. If the supervisor does flex the officer's time, the supervisor will work with the officer to schedule the flex time off, subject to the needs of the Department.

- e. This section is not intended to limit the Department Head's ability to assign officers to work overtime assignments paid with compensatory time off as necessary to meet Departmental objectives.
- f. This section is not intended to limit the Department Head's authority to implement flex time in managing the Department's budget.
- g. Subject to staffing needs, supervisors and officers will schedule compensatory time off at a mutually agreeable time.

**Section 9. Administrative Challenge.** Nothing in this Agreement shall prevent or preclude an individual officer or class of officers from exercising their administrative rights to challenge the application of an exemption using applicable DOL procedures and protocols. Further, nothing in the Agreement shall prevent or preclude the City from defending its application of an exemption.

**Section 10. Statutory Override.** This Article supersedes Section 142.0015(j) Texas Local Government Code and any and all other contrary state provisions to allow the adoption of the FLSA 7(k) overtime exemption, and provide for an alternate work period.

**Section 11. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 6**

### **Temporary Duties in Higher Classification/Rank Structure**

**Section 1. Intent and Scope.** The Parties acknowledge that an officer's experience, training and performance contribute significantly to his/her efficiency and ability, and the Department's ability to meet public safety needs. The Parties agree that temporarily designating an officer to perform the duties of a higher rank may be necessary to meet Departmental staffing needs, and can also provide the officer a unique and valuable training opportunity as part of career development.

#### **Section 2. Corporal Rank**

- (a) Acting Sergeant – When no Sergeant or Lieutenant is available to act as a field supervisor for a shift due to absence, illness or injury, a Corporal shall be designated as “Acting Sergeant/Field Supervisor” for that shift. When no Sergeant is available to act as a field supervisor for a shift due to absence, illness or injury, and the Lieutenant determines an additional field supervisor is necessary to meet staffing needs, the Lieutenant may designate a Corporal as an “Acting Sergeant/Field Supervisor” for that shift.
  - 1. The designation shall be made by a Lieutenant, Deputy Chief, or the Department Head, and be noted in writing on the Duty Roster.
  - 2. A person serving in this designation shall have full authority and responsibility for performing all of the duties of the Sergeant rank for the duration of the designation.
  - 3. The officer designated as Acting Sergeant shall be paid the base salary of the Sergeant rank, plus the officer's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the designation.
  - 4. The designation shall be made on a rotating basis to all Corporals, from a list which will be distributed to the Unit.
  - 5. The Department Head, or his designee, retains discretion to deviate from the order of names on the list when designating an Acting Sergeant. This decision is not subject to appeal and shall not be the basis for a grievance.
  - 6. If no list is available, the designation will be made on the basis of seniority.
- (b) Mentoring Sergeant – A Lieutenant may designate a Corporal to act as Mentoring Sergeant under the supervision of a Sergeant or Lieutenant.
  - 1. The designation is specifically intended for training and mentoring purposes, as part of a comprehensive career development plan. The Mentoring Sergeant designation is not to be made for the purpose of meeting Departmental staffing needs.
  - 2. The designated officer will have the immediate authority of a Sergeant for the duration of the designation, however ultimate authority and responsibility for the shift remains with the available Sergeant or Lieutenant.
  - 3. The designation shall be made by a Lieutenant, Deputy Chief, or the Department Head, and be noted in writing on the Duty Roster.
  - 4. The Mentoring Sergeant shall not receive higher classification pay during the designation period.
  - 5. The designation shall be made on a rotating basis to all Corporals, from a list which will be distributed to the Unit.

6. The Department Head, or his designee, retains discretion to deviate from the order of names on the list when designating a Mentoring Sergeant. This decision is not subject to appeal and shall not be the basis for a grievance.
7. If no list is available, the designation will be made on the basis of seniority.

### **Section 3. Sergeant Rank**

Watch Commander – When a Lieutenant will be absent or unavailable for a period of at least twenty-eight (28) consecutive days, the Department Head, or his designee, may designate a Sergeant to perform the administrative duties of a Lieutenant/Watch Commander.

- a. The designation shall be made by a Deputy Chief, or the Department Head, and be noted in writing on the Duty Roster.
- b. A person serving in this designation shall have full authority and responsibility for performing all of the duties of the Lieutenant rank for the duration of the designation.
- c. The designated Watch Commander shall be paid the base salary of the Lieutenant rank, plus the officer's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the designation.
- d. The designation shall be made on a rotating basis from a list of Sergeants. If no list is available, the designation shall be made on the basis of seniority. The Department Head retains discretion to deviate from the order of names on the list when designating a Watch Commander. This decision is not subject to appeal and shall not be the basis for a grievance.
- e. The Department Head retains authority to designate a Watch Commander, pursuant to this section, for a period of less than twenty-eight (28) days, based on Departmental needs.

### **Section 4. Temporary Performance of Duties in a Higher Rank**

In order to meet immediate Departmental staffing needs, the Department Head shall have the authority to temporarily assign an officer to perform the duties of a position in the next higher rank under the following circumstances:

- a. when that position has been funded, but not yet created or authorized by the City's governing body, or
- b. when there is a vacancy in an existing position for which no promotional list exists. An officer temporarily assigned under this subsection has no property right or interest, in law or equity, to continued employment in the temporarily assigned position, and will be demoted to the position (s)he occupied prior to the temporary assignment immediately upon determination of the officer occupying the first position on the eligibility list. This subsection does not preclude back-pay due to the person who is ultimately promoted to fill the position from the promotional list once established.

Assignments made pursuant to this provision are temporary in nature, and specifically intended to address immediate, pressing Departmental staffing needs. Assignments made pursuant to this provision are expressly limited to such period of time as is necessary for the City to formally create the position by ordinance, or complete the process of creating a promotional list for the position.

A person temporarily serving in a higher rank shall have full authority and responsibility for performing all of the duties of the assigned rank for the duration of the assignment.

Under no circumstances is this provision intended to, and it does not, circumvent the express intent of Chapter 143 of the Texas Local Government Code, which specifies that promotions are to be made solely through the promotional testing process.

An officer temporarily assigned to a position in the next higher rank under this provision shall be paid the base salary of the rank to which (s)he has been temporarily assigned, and the officer's own longevity or seniority pay, educational incentive pay, and certification pay for the period of the temporary assignment.

Under no circumstances is this provision intended to, and it does not, authorize the Department Head to, directly or indirectly, create a position that has not been funded by the City's governing body.

**Section 5. Preemption.** It is the specific intent of the Parties to the Agreement that any express written provision that specifically provides for a procedure, standard, or practice other than what is provided for in Subchapter D, Chapter 143 of the Texas Local Government Code is intended to override the applicable statutory provision as allowed by Subchapter C, Chapter 142 of the Texas Local Government Code.

**Section 6. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 7**

### **Promotional Incentives for Education**

**Section 1. Intent.** The Parties agree that it is the goal of the Department to maintain high professional standards. Continuing education is encouraged and recognized as a way to improve professionalism for both officers and the Department.

#### **Section 2. Additional Points on Promotional Exams.**

(a) In addition to the points a promotional candidate is entitled to receive under Chapter 143.033, Local Government Code, for seniority, promotional candidates are also entitled to receive points for continuing education as follows:

- **Level 1** - 0.50 points for having received an Advanced Certificate issued by the Texas Commission on Law Enforcement (TCOLE);
- **Level 2** - 1.0 points for having completed 60 college hours credit with a passing grade from an accredited institution of higher education, college or university;
- **Level 3** - 1.5 points for having received a Master Peace Officer Certificate issued by the Texas Commission of Law Enforcement (TCOLE);
- **Level 4** - 2.0 points for having received an Associates Degree from an accredited institution of higher education, college, or university;
- **Level 5** - 3.0 points for having received a Bachelor's Degree or higher from an accredited institution of higher education, college, or university.

(b) A promotional candidate is entitled to receive the points for only the highest level attained listed above.

(c) Points awarded to a promotional candidate under this Article shall be added to the final score received after the testing process has been completed.

**Section 3. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 8**

### **Lateral Entry Program**

**Section 1. Intent and Scope.** The Parties acknowledge that the ability to attract and hire qualified candidates is beneficial to the Association, the Department, and the City. The Parties agree that an expedited process for hiring qualified applicants with previous law enforcement experience will support and enhance this goal.

**Section 2. Eligibility Requirements.** To be eligible for hiring under this Article, an applicant must:

1. have a current TCOLE license;
2. be currently employed with a law enforcement agency;
3. have an honorable standing within their current department;
4. not be under any type of investigation with their current department;
5. have three (3) or more years of work experience with a municipal, county, or state law enforcement agency in a community comparable in size and population to the City of Temple;
6. take and pass the locally given Civil Service exam; and
7. complete and pass a background investigation, and the City of Temple hiring process.

In addition to the above, the probationary officer, once hired, must:

1. successfully complete a modified Field Training Program of not less than eight (8) weeks, and
2. successfully complete a twelve (12) month probationary period.

The candidate will not have to attend the full training academy.

The Department Head's final determination regarding whether an applicant meets the Lateral Entry Program criteria shall be final. The decision is not subject to appeal to the Commission, and shall not be the basis of a grievance under this Agreement.

### **Section 3. Guidelines**

1. Hiring: An eligibility list for lateral applicants shall be maintained in addition to an entry-level eligibility list. The score to be placed on the lateral eligibility list for each lateral applicant shall be the applicant's score from the locally given Civil Service exam. That score will be used to rank applicants on the lateral eligibility list, however, the Department Head may give preference in selection to any person on the lateral eligibility list based on the applicant's years of experience and type of experience. The lateral eligibility list shall expire at the discretion of the Department Head. To fill a vacant position within the Department, the Department Head may select an applicant from the lateral eligibility list, or follow the process defined in section 143.026 of the Texas Local Government Code.
2. Promotional Eligibility: The Lateral Entry Program is for pay purposes only, and actual work experience in another law enforcement agency will not be considered for promotional eligibility purposes.
3. Salary: ~~Applicants Upon successful completion of the Probationary classification, applicants~~ hired under this lateral entry program will be placed in the current pay grade on the Temple

Police Department compensation plan commensurate with their full-time prior service as a police officer. Applicants with prior municipal police service in a city with a population of 30,000 or more will receive one credit year for each full year of police service, not to exceed ten (10) credit years. Applicants with prior municipal police service in a city with a population of less than 30,000 will receive one credit year for each two (2) full years of prior police service, not to exceed five (5) credit years. Applicants with prior field deputy service with a county sheriff's office with a population of 175,000 or more will receive one credit year for each full year of field deputy service, not to exceed ten (10) credit years. Applicants with prior field service experience with any TCOLE certified organization other than a municipal police organization or a county sheriff's office will receive one credit year for each two (2) full years of prior field service, not to exceed five (5) credit years. The "credited time" will NOT count as time served in the Temple Police Department for any purpose(s) except determining the starting pay grade. For example, it will not count towards any benefits, assignment, promotions, longevity or retirement. Applicants who receive prior service credit will remain in the assigned starting pay grade until they have the required years of actual service with the Temple Police Department to advance to the next pay grade. Prior service will be calculated on full years of service with an entity. Partial years of service with different entities will not be added together to make a full year. The City will use the latest official census figures from the U.S. Census Bureau at the time the applicant is hired to determine city and county populations.

4. Seniority: Seniority will be based on the applicant's date of hire within the Department. No credit for prior service outside the Department will be granted for seniority purposes.

**Section 4. Preemption.** It is the specific intent of the Parties to the Agreement that any express written provision that specifically provides for a procedure, standard, or practice other than what is provided for in Subchapter D, Chapter 143 of the Texas Local Government Code is intended to override the applicable statutory provision as allowed by Subchapter C, Chapter 142 of the Texas Local Government Code.

**Section 5. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 9**

### **Individual Vehicle Assignment Program (IVAP)**

**Section 1. Intent.** In adopting this Article, the Parties agree to implement an Individual Vehicle Assignment Program for the purpose of providing take-home patrol vehicles to eligible officers. The Parties recognize the benefits of reduced vehicle maintenance expense, reduced response times, crime deterrence and enhanced police presence in neighborhoods where the vehicles are located.

#### **Section 2. Eligibility.**

- (a) For an officer to be eligible for the IVAP program, the officer must:
  - 1. be employed as a Temple Police Officer;
  - 2. have successfully completed all phases of the Field Training Program, and
  - 3. have been assigned a designated vehicle.
- (b) Except as provided by Section 5, an officer participating in the IVAP program is eligible to take a vehicle home, providing the officer's residence is no more than seven (7) miles outside the Temple city limits.

#### **Section 3. Applicable Guidelines.**

- (a) Vehicles will be assigned, when available, to new officers on the basis of their civil service ranking.
- (b) In addition to the eligibility standards established in Section 2, officers assigned a vehicle shall abide by Temple Police Department General Orders, Chapter 803, "Police Vehicles," as amended.

**Section 4. Fee.** Except as provided by Section 5, officers who are assigned a vehicle in the IVAP program and elect to take that vehicle home shall be assessed a fee for the use of the vehicle as follows:

- 1. Officers residing within the city limits – no charge
- 2. Officers residing outside the city limits but no more than seven (7) miles outside the city limits - \$23/pay period

#### **Section 5. Exceptions.**

- (a) Any officer who resides .5 miles or less outside the City and is assigned a vehicle that the officer elects to take home at the time this Agreement is adopted is exempt from the payment of the fees described in Section 4, unless the officer moves more than .5 miles outside the city limits after the effective date of this Agreement.
- (b) Any officer who is assigned a take home vehicle because of their assignment and who resides outside the city at the time this Agreement is adopted is exempt from the distance limitations and the payment of the fees described in this Article. Officers who are assigned a take home vehicle because of their assignment after the effective date of this Agreement may be assessed the fees described in Section 4 as a condition for accepting the position. The city may impose residential distance restrictions on officers as a

condition of eligibility for assignment to future positions in which an assigned vehicle and the ability to respond in a timely manner is a requirement for the position.

(c) One (1) Criminal Investigation Division Supervisor and three (3) Criminal Investigation Division Detectives assigned by the Department Head are exempt from the distance limitations and the payment of fees described in this Article as follows:

1. If an officer in one of the above listed positions lives more than seven (7) miles from the city limits, the officer may utilize an assigned vehicle and take that vehicle home when the officer is on-call, and the officer is exempt from the payment of the fees described in Section 4 for the use of the vehicle while on-call.
2. Any officer who is assigned to one of the above listed positions and lives outside the city limits, but within seven (7) miles from the city limits and does not elect to take the vehicle home and pay the fees described in Section 4, may utilize a take-home vehicle when the officer is on-call, and the officer is exempt from the payment of the fees described in Section 4.

**Section 6. Adoption and Publication of Rules.** The Department shall adopt rules in accordance with this article upon approval by the City Council.

## **ARTICLE 10**

### **Disciplinary Actions and Appeals**

**Section 1. Intent.** In adopting this Article, the Parties understand and agree that most officers will make some errors during their career involving rule violations, including those who are good, professional police officers. The Parties agree that some disciplinary suspensions are for the purpose of reinforcing the need for compliance with Departmental standards and not necessarily as punishment.

#### **Section 2. Suspensions of Thirty-Six (36) Hours or Less.**

- (a) The Parties agree that when an officer is suspended for 36 hours or less, the officer may choose one of two methods of dealing with the suspensions as set out below:
1. Suspensions that may not be appealed. The officer may forfeit vacation, compensatory, or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, or promotion. The forfeited vacation, compensatory, or holiday time will not constitute hours worked. In the event an officer has received a disciplinary suspension within the preceding 24-month period, the officer may only forfeit vacation, compensatory, or holiday time with the Department Head's permission. The officer must agree that there is no right to appeal the suspension before any administrative or judicial body if this method of suspension is chosen, and the officer must sign a waiver of appeal. Forfeiture of vacation, compensatory, or holiday time will not preclude an officer from being paid overtime at the rate of time and a half for those overtime assignments that have been identified as "guaranteed overtime" assignments.
  2. Suspensions that may be appealed. The officer may appeal the suspension solely to the Civil Service Commission. If the officer chooses to appeal the suspension, the hearing will be conducted as set forth in Section 143.053 Texas Local Government Code.
- (b) Consideration of Suspensions of 36 Hours or Less. The Parties agree that disciplinary suspensions of 36 hours or less that were imposed on or after the effective date of this Agreement will no longer be considered for purposes of transfer or promotion after 24 months have passed from the date the suspension ended, without regard to whether the suspension was appealed. After the 24 months have passed, the Department Head shall notify the Civil Service Commission in writing. A copy of the notification document shall be included in the Internal Affairs Division (IAD) investigative file or the file maintained by the Director, whichever is appropriate, and the Department shall enter a notation reflecting this.
- (c) The Parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove any documents related to the temporary suspension, including but not limited to the notice of temporary suspension that was filed with the Commission as required by Section 143.052(c) Texas Local Government Code, or the IAD investigative file itself. The original suspension paperwork shall still be subject to open records requests and as evidence to negate any civil liability claim.

**Section 3. Suspensions of Thirty-Seven (37) to One Hundred and Twenty (120) Hours.** The Parties agree that, when an officer is suspended for 37 to 120 hours, the officer may choose one of two methods for dealing with the suspension, as set out below:

1. Suspensions that may not be appealed. The Department Head may allow the officer to forfeit vacation, compensatory, or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, or promotion. The forfeited vacation, compensatory, or holiday time will not constitute hours worked. Forfeiture of vacation, compensatory, or holiday time will not preclude an officer from being paid overtime at the rate of time and a half for those overtime assignments that have been identified as “guaranteed overtime” assignments. Approval of the use of vacation, compensatory, or holiday time will be noted in the suspension paperwork. The officer must agree that there is no right to appeal the suspension before any administrative or judicial body if this method of suspension is chosen, and the officer must sign a waiver of appeal.
2. Suspensions that may be appealed. The officer may appeal the suspension to the Civil Service Commission, or a Hearing Examiner as provided in Section 143.057 Texas Local Government Code.

**Section 4. Suspensions of One Hundred and Twenty-One (121) to Seven Hundred and Twenty (720) Hours.** The Parties agree that, when an officer is suspended for 121 to 720 hours, one of the two following methods for dealing with the suspension will be used:

1. Mutually Agreed. Either the Department Head or the officer facing discipline may offer to impose or accept a suspension without pay for a period from one hundred and twenty-one (121) to seven hundred and twenty (720) hours. If the officer accepts the mutually agreed suspension, there shall be no right to appeal the suspension to any administrative or judicial body, and the officer must sign a waiver of appeal. It is also understood and agreed that, if the Department Head permits the forfeit of vacation, compensatory, or holiday time for suspension, said vacation, compensatory, or holiday time shall be considered as equal discipline to unpaid hours of suspension. In no case will sick leave be substituted for unpaid hours of suspension. The forfeited vacation, compensatory, or holiday time will not constitute hours worked. Forfeiture of vacation, compensatory, or holiday time will not preclude an officer from being paid overtime at the rate of time and a half for those overtime assignments that have been identified as “guaranteed overtime” assignments.
2. Not Agreed. If the Department Head imposes a suspension under this section, the officer may appeal to the Civil Service Commission or to a Hearing Examiner as provided in Section 143.057 Texas Local Government Code.

**Section 5. Alternative Discipline by the Department Head.**

- (a) In considering appropriate disciplinary action involving suspension of at least 37 hours, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may, as an alternative to demotion,

or temporary or indefinite suspension, or in combination with demotion or temporary suspension, require that the officer successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the officer's health insurance plan.

- (b) If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing for a specified period of time. If the officer fails or refuses to enter into the program, or, after entering the program of counseling and/or rehabilitation, the officer fails or refuses to complete the program, or fails to submit to mandatory alcohol or drug testing, the officer may be indefinitely suspended for failing or refusing to complete the program, or for failing or refusing to submit to mandatory alcohol or drug testing.
- (c) The officer has the right to appeal to the Civil Service Commission or to a third party Hearing Examiner any discipline imposed under this section by filing an appeal notice in accordance with the provisions of Chapter 143.
- (d) On appeal, the Commission or Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department Head, or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

## **Section 6. Alternative Discipline by Agreement**

- (a) In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer the opportunity to enter into an alternative disciplinary agreement under which the officer would accept demotion or a temporary suspension of up to seven hundred and twenty (720) hours and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
- (b) The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the officer's health insurance plan.
- (c) If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing for a specified period of time. If the officer accepts the opportunity for agreed alternative discipline, the officer may not appeal any terms of the Agreement or the disciplinary action. If the officer fails to complete the program of counseling and/or rehabilitation without good cause, the officer may be indefinitely suspended without right of appeal regarding the Agreement or the disciplinary action before any administrative or judicial body.

- (d) In considering whether the officer had good cause for failing to complete the program, the Department Head will consider whether the officer was prevented from completing the program by circumstances not reasonably within his/her control, e.g. serious illness or death in the family, unavailability of the professional.

## **Section 7. Last Chance Agreement**

- (a) In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer, as an alternative to indefinite suspension, the opportunity to enter into a Last Chance Agreement.
- (b) The Agreement may include the following provisions in addition to any other provisions agreed upon by the Department Head and the officer.
1. The officer shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
  2. The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the officer's health insurance plan.
  3. The officer shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the officer commits the same or a similar act of misconduct, the officer will be indefinitely suspended without right of appeal regarding the Agreement or the disciplinary action before any administrative or judicial body.
- (c) If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing for a specified period of time. If the officer accepts the opportunity for a Last Chance Agreement, the officer may not appeal any terms of the Agreement. Successful completion of a counseling and/or rehabilitation program will be specifically defined in the Agreement.
- (d) If the officer fails to successfully complete the agreed upon program, without good cause, the officer may be indefinitely suspended without right of appeal regarding the Agreement or the disciplinary action before any administrative or judicial body.
- (e) In considering whether the officer had good cause for failing to complete the program, the Department Head will consider whether the officer was prevented from completing the program by circumstances not reasonably within his/her control, e.g. serious illness or death in the family, unavailability of the professional.

## **Section 8. Officer's Request for Professional Evaluation**

- (a) Prior to completion of an Internal Affairs investigation or the imposition of any discipline, the officer may independently request an opportunity to be evaluated by a qualified physician, psychiatrist or psychologist in order to seek counseling and/or rehabilitation.
- (b) The officer's request will toll the 180 day deadline for imposing discipline under Section 143.052(h) Texas Local Government Code for the duration of time required for the officer to be evaluated and complete any program of counseling and/or rehabilitation.
- (c) The officer shall be responsible for paying all costs of the program of the evaluation and counseling and/or rehabilitation which are not covered by the officer's health insurance plan. The evaluation and the program of counseling and/or rehabilitation will be completed on the officer's accrued vacation and/or sick and/or compensatory leave time.
- (d) If the officer has insufficient accrued vacation and/or sick and/or compensatory leave time to successfully complete the evaluation and any program of counseling and/or rehabilitation, the officer shall complete the evaluation and/or the program while on unpaid leave.
- (e) The Department Head may consider any counseling and/or rehabilitation voluntarily undertaken by an officer under this section before imposing any discipline.

## **Section 9. Due Process – Loudermill Hearings**

- (a) The Parties acknowledge the importance of protecting the due process rights of an officer facing any level of formal discipline. The essential components of due process include the officer's right to have adequate notice of the allegations against him/her, the factual basis for the allegations, and an opportunity to be heard by the Department Head prior to the imposition of discipline. This process is also important to the Department Head in determining the nature of the alleged violations, the unique circumstances of the individual officer, the appropriate level of discipline, and the fairness and consistency of disciplinary actions throughout the Department.
- (b) Following completion of an Internal Affairs investigation, the Department Head shall conduct the following meetings:
  - 1. Initial Meeting – Delivery of Notice of Proposed Discipline: After review of the Internal Affairs investigation and related documents, the Department Head shall draft a Notice of Proposed Discipline. This document shall contain the text of any Civil Service rules, Departmental General Orders, City personnel policies, City ordinances, City Charter provisions, state or federal laws the officer is alleged to have violated, along with a detailed description of how the officer's conduct violated said policies, rules or laws. Any documents or recordings that form the basis for the allegations shall be attached to the Notice as exhibits. The Notice will also state the level of discipline the Department Head is proposing to impose. The Notice of Proposed Discipline is not a public document, is not subject to an open records request and is confidential by law pursuant to section 143.089(g) of the Texas Local Government Code. At the initial hearing, the Notice will be delivered to the officer. The officer's counsel may attend this meeting. The Internal

Affairs investigator, the officer's supervisor and the Department's legal advisor will also be present. The meeting will be recorded by the Department Head. The officer or his counsel may also record the meeting. If the officer appears without assistance of counsel, the Department Head will read the full text of the Notice aloud at the meeting. If the officer appears with counsel, the Notice will not be read aloud, but will be delivered to the officer's counsel. After the Notice has been read, or delivered to the officer's counsel, the officer will sign acknowledging receipt of the Notice of Proposed Discipline and have an opportunity to ask any questions. The Department Head will then schedule a date and time for the second meeting. The date of the second meeting will be on the 5<sup>th</sup> business day following the first meeting. If any necessary party is not available to meet on the 5<sup>th</sup> business day, the meeting will be scheduled for the next business day when all necessary parties are available, provided that the second meeting must be held no later than the 8<sup>th</sup> business day after the first meeting.

2. Second Meeting – The Officer's Response: After a period of time during which the officer may review the allegations against him/her and the evidence in support of the allegations, the officer will have an opportunity to present his/her side of the case to the Department Head. The officer may present mitigating evidence, in any form, that he/she believes to be relevant and/or helpful to Department Head in coming to a fair and consistent disciplinary decision. The evidence presented by the officer, to the extent it has not already been publicly released or is considered 'super-public' pursuant to Chapter 552 of the Texas Government Code, is not public information, not subject to an open records request and is confidential by law pursuant to section 143.089 of the Texas Local Government Code. The officer's counsel may be present at this meeting. The Internal Affairs investigator, the officer's supervisor and the Department's legal advisor will also be present. The meeting will be recorded by the Department Head. The officer or his counsel may also record the meeting. After the officer has completed his/her presentation, the Department Head will schedule a date and time for the final meeting. The date of the final meeting will be on the 5<sup>th</sup> business day following the second meeting. If any necessary party is not available to meet on the 5<sup>th</sup> business day, the meeting will be scheduled for the next business day when all necessary parties are available, provided that the final meeting must be held no later than the 8<sup>th</sup> business day after the second meeting.
3. Final Meeting – Disciplinary Decision: After review of the evidence presented by the officer, the Department Head shall carefully consider the allegations and the officer's evidence. The purpose of the final meeting is to deliver the Department Head's decision regarding the appropriate level of discipline to be imposed. If formal discipline in the form of a demotion, suspension or an indefinite suspension is to be imposed, the Department Head shall draft a Notice and Order of Demotion, Suspension or Indefinite Suspension, as appropriate, for delivery to the officer at this meeting. This document, including any supporting exhibits, is a public document and is subject to an open records request. Any remedial measure other than a demotion, suspension, or indefinite suspension imposed by the Department Head is confidential by law, pursuant to section 143.089 of the Texas Local Government Code. The officer's counsel may attend this meeting. The Internal Affairs investigator, the officer's supervisor and the Department's legal advisor will also be present. The meeting will be recorded by the Department Head. The officer or his counsel may also record the meeting. If the officer appears without

assistance of counsel, and formal discipline is to be imposed, the Department Head will read the full text of the final Notice aloud at the meeting. If the officer appears with counsel, the Notice will not be read aloud, but will be delivered to the officer's counsel. After the Notice has been read, or delivered to the officer's counsel, the officer will sign acknowledging receipt of the Notice and Order. The officer will leave with a signed copy of the Notice and Order.

**Section 10. Texas Local Government Code, Section 143.057– Hearing Examiner Retained for Suspensions in Excess of Thirty-Six (36) Hours.**

- (a) The City recognizes that during the term of this Agreement, officers have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the Texas Local Government Code. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action.
- (b) It is the express intention of this provision that an officer may not appeal to a Hearing Examiner pursuant to section 143.057, Texas Local Government Code unless the suspension exceeds thirty-six (36) hours, or is an indefinite suspension, or a demotion.

**Section 11. Procedures for Hearings Before Commission and Hearing Examiners**

- (a) It is expressly agreed that Commission hearings and hearings before Hearing Examiners under section 143.057 are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically, it is understood that neither the Texas Rules of Evidence (TRE) nor the Texas Rules of Court (TRC) apply to such hearings.
- (b) The burden of proof shall be by a preponderance of the evidence.
- (c) If the Department calls a witness to testify during a hearing and that witness has given a statement to Internal Affairs regarding the pending case, then the Department will supply a copy of that statement to the officer's counsel at the time the witness is called to testify.

**Section 12. Appeal Procedures Before Hearing Examiners**

- (a) The Parties recognize and agree that protracted, unnecessary delay of disciplinary appeals to third-party Hearing Examiners dilutes the primary instructive function of the underlying discipline.
- (b) The Parties agree that the following procedures are intended to promote the efficient and effective conclusion of such appeals.
  - 1. The Parties agree to select a third-party Hearing Examiner:
    - a. by agreement, no later than ten (10) business days from the date the officer's notice of appeal is filed with the Director of the Civil Service Commission, or

- b. from a list of seven (7) Hearing Examiners provided by the American Arbitration Association. The Director will request the list within ten (10) business days of receipt of the officer's notice of appeal. The Director will send the list by email to the officer's counsel and counsel for the City within ten (10) business days of receipt. The selection process will be completed no later than ten (10) business days from the date the list is received by counsel, using a process of alternately striking names from the list, with the officer's counsel making the initial strike.

2. Failure by the officer or the officer's counsel to initiate selection of the Hearing Examiner by making the initial strike within ten (10) business days of receipt of the list from the Director shall be deemed a withdrawal of the officer's appeal.

~~2. Failure by the officer's counsel to comply with the requirements of subsection (a)(1) or (a)(2) of this Section 12 shall be deemed a withdrawal of officer's appeal.~~

3. The Department shall furnish the charge letter to the Hearing Examiner by delivering a copy far enough in advance so that the Hearing Examiner receives the copy at least five (5) business days prior to the start of the hearing.
4. The officer may furnish a position statement to the Hearing Examiner by delivering copies to the Hearing Examiner and the Department far enough in advance so that the Hearing Examiner and the Department receive the copies at least five (5) business days prior to the start of the hearing.
5. At the close of the presentation of evidence to the Hearing Examiner, the Hearing Examiner shall render a decision within thirty (30) business days.
6. Post-hearing briefs shall only be allowed by mutual agreement of the Parties, and shall be sent simultaneously to both the Hearing Examiner and the opposing side using the same mutually agreed method.
7. Expenses - It is agreed that the City and the officer disciplined under this Article shall equally share the expenses associated with a third-party Hearing Examiner. The cost of an expert witness or any other witness not employed by the City is to be paid by the Party that subpoenas that witness. In the event a Party desires a court reporter, that Party shall bear 100% of that cost. In the event the officer is not a member of the Association, and therefore financially responsible for his/her share of any fees, the officer shall deposit with the Director of the Civil Service Commission his/her share of the fees three (3) days prior to the Hearing Examiner's deadline to cancel. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fees for a hearing exceed the deposited amount, the non-Association member shall pay the remaining amount due within thirty (30) days of receipt of the bill, or authorize the City to deduct the amount due from his/her next four (4) paychecks.

### **Section 13. Jurisdiction of Hearing Authority to Modify Discipline**

- (a) In addition to the authority provided by section 143.053 Texas Local Government Code, the Parties agree that the Civil Service Commission, or a Hearing Examiner appointed pursuant to section 143.057 Texas Local Government Code and the provisions of this Agreement, shall have the authority to impose a disciplinary suspension of any length of time, including suspensions in excess of fifteen (15) days, and time already served between the imposition of discipline and the appeal decision.
- (b) It is the specific intent of the Parties to override the judicial limitation imposed on the authority of the Commission or Hearing Examiner by the case styled *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex.2010), which restricts the jurisdiction of the hearing authority to imposing only indefinite suspensions, temporary suspensions of fifteen (15) calendar days or less, or restoring the officer's former position.
- (c) It is not the intent of the Parties to modify any right or privilege of further appeal or appellate review that is otherwise authorized by law to review the decision of the Commission or Hearing Examiner.

**Section 14. Preemption.** The provisions of this Article preempt all contrary local ordinances, administrative directives, legislation or rules adopted by the State or by a political subdivision, including a Civil Service Commission. It is the specific intent of the Parties to the Agreement that any express written provision that specifically provides for a procedure, standard, or practice other than what is provided for in Subchapter D, Chapter 143 of the Texas Local Government Code is intended to override the applicable statutory provision as allowed by Subchapter C, Chapter 142 of the Texas Local Government Code.

**Section 15. Adoption and Publication of Rules.** The Commission shall adopt Local Rules in accordance with this article upon approval by the City Council.

## **ARTICLE 11**

### **Grievance Procedure**

**Section 1. Intent and Scope of Procedure.** The Parties acknowledge that from time to time, disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matter for which the right of appeal or review is afforded by Chapter 143 of the Texas Local Government Code are excluded from the scope of this Article.

#### **Section 2. Application of Procedure**

- (a) If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or the Association President's designee, should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department Head or his designee.
- (b) A police officer may not file a request for contract dispute resolution directly with the City. All resolution requests must be approved and come from the Association Executive Board.
- (c) Each dispute shall be submitted in writing, and must include, at a minimum, the following information:
  - 1. a brief statement of the dispute, and the facts or events on which it is based;
  - 2. the section(s) of the Agreement alleged to have been violated;
  - 3. the remedy or adjustment sought, and
  - 4. the bargaining unit member's signature or, if filed by the Association Executive Board, the signature of the Association President or his designee.
- (d) Any claim or dispute by a police officer or group of police officers under this Agreement which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association Executive Board within fifteen (15) business days of the date when the officer(s) knew or reasonably should have known of the claim. Disputes by the Association Executive Board or police officer shall proceed as follows:

**Step 1.** An aggrieved police officer must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the police officer knew of or reasonably should have known of the facts giving rise to the dispute. A copy of the notice or receipt of the dispute shall be forwarded to the Department Head by the Association Executive Board within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute.

If the Association determines that no dispute exists, the grievance will be deemed denied, and the Association shall notify the Department Head in writing that no further proceedings will be necessary. If the Association Executive Board determines that the dispute is valid, the Association

will notify the Department Head of such, and forward a copy of the grievance to the Department Head within fifteen (15) business days after their determination.

**Step 2.** Any grievance found to be valid by the Association Executive Board shall be submitted to the Department Head within fifteen (15) business days of the Step 1 decision. After receipt of the dispute, the Department Head shall, within fifteen (15) business days, submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department Head, the grievance is deemed denied and will proceed to Step 3.

**Step 3.** If the dispute is not resolved in Step 2, the Association Executive Board shall advance the dispute in writing to the City Manager or his/her designee within fifteen (15) days from receipt of the Step 2 decision by the Department Head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board and the Department Head within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

**Step 4.** If the dispute is not resolved in Step 3, either Party shall have the right to seek mediation of the dispute by requesting the same in writing within fifteen (15) business days from the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service, or before a mutually agreed mediator. The mediation shall be held in available City of Temple facilities.

**Step 5.** If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date mediation concludes to determine whether it will pursue the dispute under this Article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department Head and the City Manager within three (3) business days of that election.

### **Section 3. Arbitration Option.**

- (a) The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code.
- (b) The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This represents an agreement by the Parties to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration.
- (c) The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies

under this article shall be submitted initially to arbitration, but that either Party shall have a limited right of appeal from an arbitration award in the Courts, solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

- (d) If a dispute is submitted to arbitration, within seven (7) business days, the Department Head and/or the City and the Association may mutually agree on the selection of an arbitrator or, if unable to agree, within thirty (30) days shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The process will be as follows: the Association shall strike the first name under this article with the first dispute brought under this Article. Thereafter, the first strike shall alternate between the Parties. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his replacement. The remaining members of the panel will continue to serve for the duration of the Agreement. The arbitration should be held at the earliest available date, but may be continued for good cause shown, or upon mutual agreement.
- (e) Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a Party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing Party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The Parties, in writing, may request discovery from each other concerning the grievance. Should the opposing Party not agree to provide the requested information within seven (7) calendar days of the request, the request shall be deemed denied. The requesting Party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting Party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed to by the Parties.
- (f) The hearing shall be held in available facilities of the City of Temple and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The arbitrator shall consider and decide only the issue(s) in the dispute statement, or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of the evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs, if applicable.

#### **Section 4. Decision Final and Binding.**

- (a) If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement.

- (b) The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties.
- (c) The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

**Section 5. Mutual Extension.** All deadlines within this article may be extended by mutual agreement of the Parties.

**Section 6. Grievances of Non-Association Members.** Grievances of Non-Association members must follow the same procedure outlined by this article. A Non-Association member is entitled to be represented by counsel at the hearing at his or her own expense. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include costs for payment of Arbitrator fees, counsel fees, and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedures as outlined in chapter 143 of the Local Government Code, or those procedures set out elsewhere in this Agreement.

**Section 7. Association Compliance with Agreement.** If the Association fails to comply with and adhere to its respective obligations under this Agreement, the City shall notify, in writing, the Association of the alleged failure. No breach of the Agreement may be found to have occurred if the alleged failure by the Association is remedied within thirty (30) business days of the receipt of such notice. If the Association does not remedy the alleged failure within thirty (30) days of the receipt of such notice, the City may (i) terminate this Agreement by the delivery of written notice to the Association; (ii) enforce specific performance of the Agreement; and/or (iii) pursue any remedies available to it at law or in equity.

## **ARTICLE 12**

### **SAVINGS CLAUSE**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

### **ARTICLE 13**

### **DURATION OF AGREEMENT**

This Agreement shall become effective after ratification by the affected employees pursuant to a vote conducted by the Temple Police Association, and upon approval by the City Council after compliance with any procedural or publication requirements imposed by law. It shall continue in effect until September 30, ~~2017~~2018; provided however, the Agreement may be extended by mutual consent of the Parties.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING A MEET AND CONFER AGREEMENT WITH THE TEMPLE POLICE ASSOCIATION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the “meet & confer” process is governed by Chapter 142 of the Local Government Code - Chapter 142 allows a “police officers association” to file a petition with the City requesting that the City recognize the association as the sole and exclusive bargaining agent for all officers and adopt the meet & confer process;

**Whereas**, the meet and confer process allows the City to meet & confer with a police officers association over wages, salaries, rates of pay, hours of work, or other terms and conditions of employment and must occur in a meeting open to the public;

**Whereas**, the City and a police officers association are not required to reach agreement on any particular topic, and an agreement on any issue must be in writing and ratified by the Council and a majority of the police officers;

**Whereas**, a written meet & confer agreement preempts all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules and allows variation of civil service rules regarding hiring requirements, pay, benefits, promotion standards, and the disciplinary process;

**Whereas**, on July 2, 2015, the City Secretary received a “Petition Requesting Recognition of Bargaining Agent” from the Temple Police Association (“TPA”) which was signed by 102 Temple Police Officers and requested that the City recognize TPA as the sole and exclusive bargaining agent for all police officers employed by the City and adopt the meet & confer process pursuant to Local Government Code Chapter 142;

**Whereas**, the Petition was presented to the City Council at a special called meeting on July 30, 2015 and the City Council ordered a certification election to determine whether TPA represented a majority of the affected police officers - the election was conducted by the City Secretary and was held at various times on September 9-11, 2015 and September 15-16, 2015;

**Whereas**, 98 police officers voted “yes” to the recognition of TPA as the sole and exclusive bargaining agent and 11 police officers voted “no;”

**Whereas**, on October 1, 2015, the City Council granted recognition of TPA as the sole and exclusive bargaining agent and adopted the meet & confer process - following several months of negotiations, on October 20, 2016, the City of Temple and TPA executed a meet and confer agreement for fiscal year 2017 that covered 11 issue points and that agreement expires September 30, 2017;

**Whereas,** in compliance with the terms of the fiscal year 2017 meet and confer agreement, City Administration and TPA began meeting in January 2017 to discuss criteria for a pay and compensation study, including establishing comparable cities - the City conducted the 2017 Civil Service Compensation Study in Spring 2017 and upon completion of that Study, City Administration and TPA began meeting again to discuss a fiscal year 2018 meet and confer agreement;

**Whereas,** the Parties agreed to focus the fiscal year 2018 meet and confer process and discuss only compensation issues, any necessary non-substantive clean-up of the existing agreement, and agreed to defer all other substantive issues to a future negotiation process;

**Whereas,** this process provided a venue for communication and collaboration between City Administration and police officers regarding important employment issues;

**Whereas,** a draft of the fiscal year 2018 agreement is attached hereto as Exhibit 'A' and includes articles covering the same 11 issues as in the fiscal year 2017 agreement and proposes a substantive change to Article 4 - Compensation, non-substantive changes to Article 2 - Additional Deputy Chief Position, Article 8 - Lateral Entry Program, and Article 10 - Disciplinary Action and Appeals;

**Whereas,** the draft agreement also proposes a change to Article 13 - Duration of the Agreement which changes the termination date of the agreement from September 30, 2017 to September 30, 2018;

**Whereas,** a meet and confer agreement is enforceable and binding if the governing body of the municipality ratifies the agreement by a majority vote and the recognized police officers association ratifies the agreement by conducting a secret ballot election at which the majority of the police officers who would be covered by the agreement favored ratifying the agreement;

**Whereas,** the Temple Police Association conducted a secret ballot election held on September 5-6, 2017 and during that election, 114 police officers voted "yes" to the ratification of the meet and confer agreement and 10 police officers voted "no;"

**Whereas,** this Meet and Confer agreement will become effective on October 1, 2017 and continue in effect until September 30, 2018;

**Whereas,** fiscal impact associated with the meet and confer agreement for each of the eleven issue points is outlined in the below table:

<b>Issue</b>	<b>Fiscal Impact</b>	<b>Funded In FY 2018</b>
Article 1: Association Business	Not Applicable	N/A
Article 2: Additional Deputy Chief Position	Base salary plus benefits: \$132,902 Additional vehicle: \$36,000 Other operational costs: \$12,429	Yes
Article 3: Military Leave Time Account	Not Applicable	N/A
Article 4: Compensation	Base pay salary increases - \$297,144 Educational incentive pay increases - \$26,760 Language incentive pay - \$8,640	Yes
Article 5: Overtime	3 <sup>rd</sup> Party reimbursed overtime and benefits is estimated for FY 18 at \$390,980.	Yes
Article 6: Higher Classification / Rank Structure	The amount would be difficult to estimate at this time.	No
Article 7: Educational Incentives for Promotion	Not Applicable	N/A
Article 8: Lateral Entry Program	Not Applicable	N/A
Article 9: Individual Vehicle Assignment Program (IVAP)	The estimated net cost based on officers who are currently employed by the City is \$25,958.	No
Article 10: Disciplinary Actions & Appeals	Not Applicable	N/A
Article 11: Grievance Procedure	Not Applicable	N/A

**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 meet and confer agreement with the Temple Police Association, as outlined in Exhibit ‘A,’ attached hereto and incorporated herein 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 on the **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(Y)  
Consent Agenda  
Page 1 of 1

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

Brynn Myers, Interim City Manager  
Sandra Esqueda, Director of Human Resources

**ITEM DESCRIPTION:** Consider adopting a resolution amending the City of Temple Civil Service-Fire and Civil Service-Police Pay Schedules, to be effective September 22, 2017 and July 13, 2018.

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

**ITEM SUMMARY:** The FY 2018 Budget includes an allocation for the implementation of updated Civil Service-Fire and Civil Service-Police Pay Schedules based on an updated Compensation/Market Study conducted in 2017.

Staff recommends the implementation of the 2017 Civil Service Compensation Study as follows:

- a) 2.00% base pay salary increase for all Civil Service employees effective September 22, 2017, as well as an additional 3.00% base pay increase for police officers and corporals ranks and a 4.00% base pay increase for firefighter rank effective July 13, 2018.

This implementation methodology is reflected in the proposed FY 2018 meet and confer agreement between the City of Temple and Temple Police Association.

**FISCAL IMPACT:** The FY 2018 Budget includes an allocation of \$502,532 for the implementation of the updated pay schedules.

**ATTACHMENTS:**

Civil Service – Fire Pay Schedule effective 09.22.17  
Civil Service – Fire Pay Schedule effective 07.13.18  
Civil Service – Police Pay Schedule effective 09.22.17  
Civil Service – Police Pay Schedule effective 07.13.18  
Resolution

**PUBLIC SAFETY PAY SCALE - FIRE 2080**  
**EFFECTIVE 9.22.2017**

Grade	Grade Description	Step	Gr/Step Current	Level	Hrs/Year	Hourly	New Hourly Rate	Biweekly	Annual
Hours Per Year: 2080									
39	PS1-039 FIRE CADET	1	039-1	Cadet	2080	\$ 18.5625	\$ 18.9338	\$ 1,514.70	\$39,382
51	PS1-051 FD PROBATIONARY	1	051-1	Probationary	2080	\$ 19.3798	\$ 19.7674	\$ 1,581.39	\$41,116
30	PS1-030 FCRO	1	030-1	Civil Service Status	2080	\$ 20.2331	\$ 20.6378	\$ 1,651.02	\$42,927
	PS1-030 FCRO	2	030-2	1st Anniv	2080	\$ 21.2451	\$ 21.6700	\$ 1,733.60	\$45,074
	PS1-030 FCRO	3	030-3	3rd Anniv	2080	\$ 22.3073	\$ 22.7534	\$ 1,820.27	\$47,327
	PS1-030 FCRO	4	030-4	5th Anniv	2080	\$ 23.4230	\$ 23.8915	\$ 1,911.32	\$49,694
	PS1-030 FCRO	5	030-5	7th Anniv	2080	\$ 24.5937	\$ 25.0856	\$ 2,006.85	\$52,178
	PS1-030 FCRO	6	030-6	9th Anniv	2080	\$ 25.8236	\$ 26.3401	\$ 2,107.21	\$54,787
	PS1-030 FCRO	7	030-7	15th Anniv	2080	\$ 27.1148	\$ 27.6571	\$ 2,212.57	\$57,527
37	PS1-037 DRIVER	1	037-1	1st Anniv	2080	\$ 26.3257	\$ 26.8522	\$ 2,148.18	\$55,853
	PS1-037 DRIVER	2	037-2	3rd Anniv	2080	\$ 27.3789	\$ 27.9265	\$ 2,234.12	\$58,087
	PS1-037 DRIVER	3	037-3	5th Anniv	2080	\$ 28.2002	\$ 28.7642	\$ 2,301.14	\$59,830
	PS1-037 DRIVER	4	037-4	7th Anniv	2080	\$ 29.3279	\$ 29.9145	\$ 2,393.16	\$62,222
	PS1-037 DRIVER	5	037-5	9th Anniv	2080	\$ 30.5011	\$ 31.1111	\$ 2,488.89	\$64,711
	PS1-037 DRIVER	6	037-6	15 Anniv	2080	\$ 31.4162	\$ 32.0445	\$ 2,563.56	\$66,653
34	PS1-034 CAPTAIN	1	034-1	3rd Anniv	2080	\$ 31.2650	\$ 31.8903	\$ 2,551.22	\$66,332
	PS1-034 CAPTAIN	2	034-2	5th Anniv	2080	\$ 32.3591	\$ 33.0063	\$ 2,640.50	\$68,653
	PS1-034 CAPTAIN	3	034-3	7th Anniv	2080	\$ 33.4918	\$ 34.1616	\$ 2,732.93	\$71,056
	PS1-034 CAPTAIN	4	034-4	9th Anniv	2080	\$ 34.6639	\$ 35.3572	\$ 2,828.58	\$73,543
	PS1-034 CAPTAIN	5	034-5	15th Anniv	2080	\$ 35.7040	\$ 36.4181	\$ 2,913.45	\$75,750
36	PS1-036 DEPUTY CHIEF	1	036-1	5th Anniv	2080	\$ 38.6061	\$ 39.3782	\$ 3,150.26	\$81,907
	PS1-036 DEPUTY CHIEF	2	036-2	7th Anniv	2080	\$ 39.9576	\$ 40.7568	\$ 3,260.54	\$84,774
	PS1-036 DEPUTY CHIEF	3	036-3	9th Anniv	2080	\$ 41.3552	\$ 42.1823	\$ 3,374.58	\$87,739
	PS1-036 DEPUTY CHIEF	4	036-4	15th Anniv	2080	\$ 42.8033	\$ 43.6594	\$ 3,492.75	\$90,812
38	PS1-038 ASST. FIRE CHIEF	1	038-1	7th Anniv	2080	\$ 44.0876	\$ 44.9694	\$ 3,597.55	\$93,536
	PS1-038 ASST. FIRE CHIEF	2	038-2	9th Anniv	2080	\$ 45.6308	\$ 46.5434	\$ 3,723.47	\$96,810
	PS1-038 ASST. FIRE CHIEF	3	038-3	15th Anniv	2080	\$ 47.2274	\$ 48.1719	\$ 3,853.75	\$100,198

**Certification and Incentive Pay**

Code	Description	Monthly Amt	Comment
FA	FIRE-ADVANCED	50.00	FA
FC	FIRE-CLOTHING	20.00	FC
FI	FIRE-INTERMEDIATE	25.00	FI
FM	FIRE-MASTERS	75.00	FM
FN	FIRE-MASTER INSPECTOR	100.00	FN
FO	FIRE=MASTER ARSON INV	100.00	FO
FP	FIRE-PARAMEDIC	397.46	FP
F1	FIRE - EMT GRADE I	50.00	F1
F2	FIRE - EMT GRADE II	60.00	F2
F4	FIRE - 40 COLLEGE HOURS	40.00	F4
F6	FIRE - 60 COLLEGE HOURS	60.00	F6
F8	XFIRE - 120 COLLEGE HRS	100.00	F8

Public Safety Fire - 2912  
Effective 9.22.2017

Grade	Grade Description	Step	Gr/Step Current	Level	Hrs/Year	Hourly	New Hourly Rate	Biweekly	Annual
Hours Per Year: 2912									
51	PS1-051 FD PROBATIONARY	1	051-1	Probationary	2912	\$ 13.8427	\$ 14.1196	\$ 1,581.39	\$41,116
30	PS1-030 FCRO	1	030-1	Civil Service Status	2912	\$ 14.4523	\$ 14.7413	\$ 1,651.03	\$42,927
	PS1-030 FCRO	2	030-2	1st Anniv	2912	\$ 15.1751	\$ 15.4786	\$ 1,733.60	\$45,074
	PS1-030 FCRO	3	030-3	3rd Anniv	2912	\$ 15.9338	\$ 16.2525	\$ 1,820.28	\$47,327
	PS1-030 FCRO	4	030-4	5th Anniv	2912	\$ 16.7307	\$ 17.0653	\$ 1,911.31	\$49,694
	PS1-030 FCRO	5	030-5	7th Anniv	2912	\$ 17.5670	\$ 17.9183	\$ 2,006.85	\$52,178
	PS1-030 FCRO	6	030-6	9th Anniv	2912	\$ 18.4454	\$ 18.8143	\$ 2,107.20	\$54,787
37	PS1-030 FCRO	7	030-7	15th Anniv	2912	\$ 19.3678	\$ 19.7552	\$ 2,212.58	\$57,527
	PS1-037 DRIVER	1	037-1	1st Anniv	2912	\$ 18.8040	\$ 19.1802	\$ 2,148.18	\$55,853
	PS1-037 DRIVER	2	037-2	3rd Anniv	2912	\$ 19.5564	\$ 19.9475	\$ 2,234.12	\$58,087
	PS1-037 DRIVER	3	037-3	5th Anniv	2912	\$ 20.1430	\$ 20.5459	\$ 2,301.14	\$59,830
	PS1-037 DRIVER	4	037-4	7th Anniv	2912	\$ 20.9485	\$ 21.3675	\$ 2,393.16	\$62,222
	PS1-037 DRIVER	5	037-5	9th Anniv	2912	\$ 21.7865	\$ 22.2222	\$ 2,488.89	\$64,711
34	PS1-037 DRIVER	6	037-6	15 Anniv	2912	\$ 22.4402	\$ 22.8890	\$ 2,563.57	\$66,653
	PS1-034 CAPTAIN	1	034-1	3rd Anniv	2912	\$ 22.3322	\$ 22.7788	\$ 2,551.23	\$66,332
	PS1-034 CAPTAIN	2	034-2	5th Anniv	2912	\$ 23.1136	\$ 23.5759	\$ 2,640.50	\$68,653
	PS1-034 CAPTAIN	3	034-3	7th Anniv	2912	\$ 23.9228	\$ 24.4012	\$ 2,732.93	\$71,056
	PS1-034 CAPTAIN	4	034-4	9th Anniv	2912	\$ 24.7599	\$ 25.2551	\$ 2,828.57	\$73,543
	PS1-034 CAPTAIN	5	034-5	15th Anniv	2912	\$ 25.5029	\$ 26.0130	\$ 2,913.46	\$75,750
36	PS1-036 DEPUTY CHIEF	1	036-1	5th Anniv	2912	\$ 27.5758	\$ 28.1273	\$ 3,150.26	\$81,907
	PS1-036 DEPUTY CHIEF	2	036-2	7th Anniv	2912	\$ 28.5411	\$ 29.1119	\$ 3,260.53	\$84,774
	PS1-036 DEPUTY CHIEF	3	036-3	9th Anniv	2912	\$ 29.5394	\$ 30.1302	\$ 3,374.58	\$87,739
	PS1-036 DEPUTY CHIEF	4	036-4	15th Anniv	2912	\$ 30.5738	\$ 31.1853	\$ 3,492.75	\$90,812

Certification and Incentive Pay

Code	Description	Monthly Amt	Comment
FA	FIRE-ADVANCED	50.00	FA
FC	FIRE-CLOTHING	20.00	FC
FI	FIRE-INTERMEDIATE	25.00	FI
FM	FIRE-MASTERS	75.00	FM
FN	FIRE-MASTER INSPECTOR	100.00	FN
FO	FIRE=MASTER ARSON INV	100.00	FO
FP	FIRE-PARAMEDIC	397.46	FP
F1	FIRE - EMT GRADE I	50.00	F1
F2	FIRE - EMT GRADE II	60.00	F2
F4	FIRE - 40 COLLEGE HOURS	40.00	F4
F6	FIRE - 60 COLLEGE HOURS	60.00	F6
F8	XFIRE - 120 COLLEGE HRS	100.00	F8

**PUBLIC SAFETY PAY SCALE - FIRE 2080**  
**EFFECTIVE 7.13.2018**

Grade	Grade Description	Step	Gr/Step Current	Level	Hrs/Year	Hourly	New Hourly Rate	Biweekly	Annual
<b>Hours Per Year: 2080</b>									
39	PS1-039 FIRE CADET	1	039-1	Cadet	2080	\$ 18.9338	\$ 19.6912	\$ 1,575.30	\$ 40,958
51	PS1-051 FD PROBATIONARY	1	051-1	Probationary	2080	\$ 19.7674	\$ 20.5581	\$ 1,644.65	\$ 42,761
30	PS1-030 FCRO	1	030-1	Civil Service Status	2080	\$ 20.6378	\$ 21.4633	\$ 1,717.06	\$ 44,644
	PS1-030 FCRO	2	030-2	1st Anniv	2080	\$ 21.6700	\$ 22.5368	\$ 1,802.94	\$ 46,877
	PS1-030 FCRO	3	030-3	3rd Anniv	2080	\$ 22.7534	\$ 23.6635	\$ 1,893.08	\$ 49,220
	PS1-030 FCRO	4	030-4	5th Anniv	2080	\$ 23.8915	\$ 24.8472	\$ 1,987.78	\$ 51,682
	PS1-030 FCRO	5	030-5	7th Anniv	2080	\$ 25.0856	\$ 26.0890	\$ 2,087.12	\$ 54,265
	PS1-030 FCRO	6	030-6	9th Anniv	2080	\$ 26.3401	\$ 27.3937	\$ 2,191.50	\$ 56,979
	PS1-030 FCRO	7	030-7	15th Anniv	2080	\$ 27.6571	\$ 28.7634	\$ 2,301.07	\$ 59,828
37	PS1-037 DRIVER	1	037-1	1st Anniv	2080	\$ 26.8552		\$ 2,148.42	\$ 55,859
	PS1-037 DRIVER	2	037-2	3rd Anniv	2080	\$ 27.9265		\$ 2,234.12	\$ 58,087
	PS1-037 DRIVER	3	037-3	5th Anniv	2080	\$ 28.7642		\$ 2,301.14	\$ 59,830
	PS1-037 DRIVER	4	037-4	7th Anniv	2080	\$ 29.9145		\$ 2,393.16	\$ 62,222
	PS1-037 DRIVER	5	037-5	9th Anniv	2080	\$ 31.1111		\$ 2,488.89	\$ 64,711
	PS1-037 DRIVER	6	037-6	15 Anniv	2080	\$ 32.0445		\$ 2,563.56	\$ 66,653
34	PS1-034 CAPTAIN	1	034-1	3rd Anniv	2080	\$ 31.8903		\$ 2,551.22	\$ 66,332
	PS1-034 CAPTAIN	2	034-2	5th Anniv	2080	\$ 33.0063		\$ 2,640.50	\$ 68,653
	PS1-034 CAPTAIN	3	034-3	7th Anniv	2080	\$ 34.1616		\$ 2,732.93	\$ 71,056
	PS1-034 CAPTAIN	4	034-4	9th Anniv	2080	\$ 35.3572		\$ 2,828.58	\$ 73,543
	PS1-034 CAPTAIN	5	034-5	15th Anniv	2080	\$ 36.4181		\$ 2,913.45	\$ 75,750
36	PS1-036 DEPUTY CHIEF	1	036-1	5th Anniv	2080	\$ 39.3782		\$ 3,150.26	\$ 81,907
	PS1-036 DEPUTY CHIEF	2	036-2	7th Anniv	2080	\$ 40.7568		\$ 3,260.54	\$ 84,774
	PS1-036 DEPUTY CHIEF	3	036-3	9th Anniv	2080	\$ 42.1823		\$ 3,374.58	\$ 87,739
	PS1-036 DEPUTY CHIEF	4	036-4	15th Anniv	2080	\$ 43.6594		\$ 3,492.75	\$ 90,812
38	PS1-038 ASST. FIRE CHIEF	1	038-1	7th Anniv	2080	\$ 44.9694		\$ 3,597.55	\$ 93,536
	PS1-038 ASST. FIRE CHIEF	2	038-2	9th Anniv	2080	\$ 46.5434		\$ 3,723.47	\$ 96,810
	PS1-038 ASST. FIRE CHIEF	3	038-3	15th Anniv	2080	\$ 48.1719		\$ 3,853.75	\$ 100,198

**Certification and Incentive Pay**

Code	Description	Monthly Amt	Comment
FA	FIRE-ADVANCED	\$ 50.00	FA
FC	FIRE-CLOTHING	\$ 20.00	FC
FI	FIRE-INTERMEDIATE	\$ 25.00	FI
FM	FIRE-MASTERS	\$ 75.00	FM
FN	FIRE-MASTER INSPECTOR	\$ 100.00	FN
FO	FIRE=MASTER ARSON INV	\$ 100.00	FO
FP	FIRE-PARAMEDIC	\$ 397.46	FP
F1	FIRE - EMT GRADE I	\$ 50.00	F1
F2	FIRE - EMT GRADE II	\$ 60.00	F2
F4	FIRE - 40 COLLEGE HOURS	\$ 40.00	F4
F6	FIRE - 60 COLLEGE HOURS	\$ 60.00	F6
F8	XFIRE - 120 COLLEGE HRS	\$ 100.00	F8

**PUBLIC SAFETY PAY SCALE - FIRE 2912**  
Effective 7.13.2018

Grade	Grade Description		Step	Gr/Step Current	Level	Hrs/Year	Hourly	New Hourly Rate	Biweekly	Annual
Hours Per Year: 2912										
51	PS1-051	FD PROBATIONARY	1	051-1	Probationary	2912	14.1196	14.6844	1,644.65	\$42,761
30	PS1-030	FCRO	1	030-1	Civil Service Status	2912	14.7413	15.3310	1,717.07	\$44,644
	PS1-030	FCRO	2	030-2	1st Anniv	2912	15.4786	16.0977	1,802.94	\$46,877
	PS1-030	FCRO	3	030-3	3rd Anniv	2912	16.2525	16.9026	1,893.09	\$49,220
	PS1-030	FCRO	4	030-4	5th Anniv	2912	17.0653	17.7479	1,987.77	\$51,682
	PS1-030	FCRO	5	030-5	7th Anniv	2912	17.9183	18.6350	2,087.12	\$54,265
	PS1-030	FCRO	6	030-6	9th Anniv	2912	18.8143	19.5669	2,191.49	\$56,979
	PS1-030	FCRO	7	030-7	15th Anniv	2912	19.7552	20.5454	2,301.09	\$59,828
37	PS1-037	DRIVER	1	037-1	1st Anniv	2912	19.1802		2,148.18	\$55,853
	PS1-037	DRIVER	2	037-2	3rd Anniv	2912	19.9475		2,234.12	\$58,087
	PS1-037	DRIVER	3	037-3	5th Anniv	2912	20.5459		2,301.14	\$59,830
	PS1-037	DRIVER	4	037-4	7th Anniv	2912	21.3675		2,393.16	\$62,222
	PS1-037	DRIVER	5	037-5	9th Anniv	2912	22.2222		2,488.89	\$64,711
	PS1-037	DRIVER	6	037-6	15 Anniv	2912	22.8890		2,563.57	\$66,653
34	PS1-034	CAPTAIN	1	034-1	3rd Anniv	2912	22.7788		2,551.23	\$66,332
	PS1-034	CAPTAIN	2	034-2	5th Anniv	2912	23.5759		2,640.50	\$68,653
	PS1-034	CAPTAIN	3	034-3	7th Anniv	2912	24.4012		2,732.93	\$71,056
	PS1-034	CAPTAIN	4	034-4	9th Anniv	2912	25.2551		2,828.57	\$73,543
	PS1-034	CAPTAIN	5	034-5	15th Anniv	2912	26.0130		2,913.46	\$75,750
36	PS1-036	DEPUTY CHIEF	1	036-1	5th Anniv	2912	28.1273		3,150.26	\$81,907
	PS1-036	DEPUTY CHIEF	2	036-2	7th Anniv	2912	29.1119		3,260.53	\$84,774
	PS1-036	DEPUTY CHIEF	3	036-3	9th Anniv	2912	30.1302		3,374.58	\$87,739
	PS1-036	DEPUTY CHIEF	4	036-4	15th Anniv	2912	31.1853		3,492.75	\$90,812

**Certification and Incentive Pay**

Code	Description	Monthly Amt	Comment
FA	FIRE-ADVANCED	50.00	FA
FC	FIRE-CLOTHING	20.00	FC
FI	FIRE-INTERMEDIATE	25.00	FI
FM	FIRE-MASTERS	75.00	FM
FN	FIRE-MASTER INSPECTOR	100.00	FN
FO	FIRE=MASTER ARSON INV	100.00	FO
FP	FIRE-PARAMEDIC	397.46	FP
F1	FIRE - EMT GRADE I	50.00	F1
F2	FIRE - EMT GRADE II	60.00	F2
F4	FIRE - 40 COLLEGE HOURS	40.00	F4
F6	FIRE - 60 COLLEGE HOURS	60.00	F6
F8	XFIRE - 120 COLLEGE HRS	100.00	F8

**PUBLIC SAFETY - POLICE**  
**EFFECTIVE 9.22.2017**

Grade	Grade Description	Step	Level	Hrs/Year	Hourly	New Hourly Rate	Biweekly	Annual
26	PS2-026 POLICE CADET	1	Cadet	2080	\$ 20.0601	\$ 20.4613	\$ 1,636.90	\$42,560
27	PS2-027 POLICE PROB OFC	1	Probationary	2080	\$ 20.9255	\$ 21.3440	\$ 1,707.52	\$44,396
21	PS2-021 POLICE OFFICER	1	Civil Service Status	2080	\$ 21.8655	\$ 22.3028	\$ 1,784.22	\$46,390
	PS2-021 POLICE OFFICER	2	1st Anniv	2080	\$ 23.6153	\$ 24.0876	\$ 1,927.01	\$50,102
	PS2-021 POLICE OFFICER	3	3rd Anniv	2080	\$ 25.2682	\$ 25.7736	\$ 2,061.89	\$53,609
	PS2-021 POLICE OFFICER	4	6th Anniv	2080	\$ 26.5321	\$ 27.0627	\$ 2,165.02	\$56,290
	PS2-021 POLICE OFFICER	5	10th Anniv	2080	\$ 27.8584	\$ 28.4156	\$ 2,273.25	\$59,104
	PS2-021 POLICE OFFICER	6	15th Anniv	2080	\$ 29.2519	\$ 29.8369	\$ 2,386.95	\$62,061
	PS2-021 POLICE OFFICER	7	20th Anniv	2080	\$ 30.7139	\$ 31.3282	\$ 2,506.26	\$65,163
22	PS2-022 CORPORAL	3	3rd Anniv	2080	\$ 26.5321	\$ 27.0627	\$ 2,165.02	\$56,290
	PS2-022 CORPORAL	4	6th Anniv	2080	\$ 27.8584	\$ 28.4156	\$ 2,273.25	\$59,104
	PS2-022 CORPORAL	5	10th Anniv	2080	\$ 29.2519	\$ 29.8369	\$ 2,386.95	\$62,061
	PS2-022 CORPORAL	6	15th Anniv	2080	\$ 30.7139	\$ 31.3282	\$ 2,506.26	\$65,163
	PS2-022 CORPORAL	7	20th Anniv	2080	\$ 32.2499	\$ 32.8949	\$ 2,631.59	\$68,421
23	PS2-023 SERGEANT	3	3rd Anniv	2080	\$ 31.3548	\$ 31.9819	\$ 2,558.55	\$66,522
	PS2-023 SERGEANT	4	6th Anniv	2080	\$ 32.7661	\$ 33.4214	\$ 2,673.71	\$69,517
	PS2-023 SERGEANT	5	10th Anniv	2080	\$ 34.2402	\$ 34.9250	\$ 2,794.00	\$72,644
	PS2-023 SERGEANT	6	15th Anniv	2080	\$ 35.7814	\$ 36.4970	\$ 2,919.76	\$75,914
	PS2-023 SERGEANT	7	20th Anniv	2080	\$ 37.3918	\$ 38.1396	\$ 3,051.17	\$79,330
24	PS2-024 LIEUTENANT	3	5th Anniv	2080	\$ 37.3913	\$ 38.1391	\$ 3,051.13	\$79,329
	PS2-024 LIEUTENANT	4	8th Anniv	2080	\$ 39.0739	\$ 39.8554	\$ 3,188.43	\$82,899
	PS2-024 LIEUTENANT	5	12th Anniv	2080	\$ 40.8326	\$ 41.6493	\$ 3,331.94	\$86,631
	PS2-024 LIEUTENANT	6	16th Anniv	2080	\$ 42.6709	\$ 43.5243	\$ 3,481.94	\$90,531
	PS2-024 LIEUTENANT	7	20th Anniv	2080	\$ 44.5905	\$ 45.4823	\$ 3,638.58	\$94,603
25	PS2-025 DEP POLICE CHIEF	4	7th Anniv	2080	\$ 43.3439	\$ 44.2108	\$ 3,536.86	\$91,958
	PS2-025 DEP POLICE CHIEF	5	12th Anniv	2080	\$ 45.5102	\$ 46.4204	\$ 3,713.63	\$96,554
	PS2-025 DEP POLICE CHIEF	6	16th Anniv	2080	\$ 47.3306	\$ 48.2772	\$ 3,862.18	\$100,417
	PS2-025 DEP POLICE CHIEF	7	20th Anniv	2080	\$ 49.2245	\$ 50.2090	\$ 4,016.72	\$104,435

**Certification and Incentive Pay**

Code	Description	Monthly Amt	Comment
A6	SHIFT DIFFERENTIAL	\$ 100.00	\$2 per 3 semester hours; max \$60 per month
A9	FTI	\$ 50.00	
PA	CERT ADVANCED	\$ 100.00	
PI	CERT INTERMED	\$ 50.00	
PM	MASTER PEACE OFFICER	\$ 150.00	
PR	CERT CPR	\$ 25.00	
P1	COLLEGE- >30 HRS	\$ -	
P2	COLLEGE- ASSOC	\$ 100.00	
P3	COLLEGE- BACHELOR	\$ 150.00	
P4	COLLEGE- MASTERS	\$ 200.00	
P5	CLOTHING- UNIFORM	\$ 25.00	
P6	CLOTHING- PLAIN	\$ 60.00	
Probationary, non-classified Civil Service Officers can be hired in accordance with the following: Step 1- Non-certified officers and TCLEOSE Certified Officers with less than one year prior service. Step 2-4: Certified Officers with more than one year prior service with one entry will be determined in accordance with Local Rules Section 41.02 - 41.10.			

**PUBLIC SAFETY - POLICE**  
**EFFECTIVE 7.13.2018**

Grade	Grade Description	Step	Level	Hrs/Year	Hourly	New Hourly Rate	Biweekly	Annual
26	PS2-026 POLICE CADET	1	Cadet	2080	20.4613	\$ 21.0751	\$ 1,686.01	\$ 43,836
27	PS2-027 POLICE PROB OFC	1	Probationary	2080	21.3440	\$ 21.9843	\$ 1,758.74	\$ 45,727
21	PS2-021 POLICE OFFICER	1	Civil Service Status	2080	22.3028	\$ 22.9719	\$ 1,837.75	\$ 47,782
	PS2-021 POLICE OFFICER	2	1st Anniv	2080	24.0876	\$ 24.8102	\$ 1,984.82	\$ 51,605
	PS2-021 POLICE OFFICER	3	3rd Anniv	2080	25.7736	\$ 26.5468	\$ 2,123.74	\$ 55,217
	PS2-021 POLICE OFFICER	4	6th Anniv	2080	27.0627	\$ 27.8746	\$ 2,229.97	\$ 57,979
	PS2-021 POLICE OFFICER	5	10th Anniv	2080	28.4156	\$ 29.2681	\$ 2,341.45	\$ 60,878
	PS2-021 POLICE OFFICER	6	15th Anniv	2080	29.8369	\$ 30.7320	\$ 2,458.56	\$ 63,923
	PS2-021 POLICE OFFICER	7	20th Anniv	2080	31.3282	\$ 32.2680	\$ 2,581.44	\$ 67,117
22	PS2-022 CORPORAL	3	3rd Anniv	2080	27.0627	\$ 27.8746	\$ 2,229.97	\$ 57,979
	PS2-022 CORPORAL	4	6th Anniv	2080	28.4156	\$ 29.2681	\$ 2,341.45	\$ 60,878
	PS2-022 CORPORAL	5	10th Anniv	2080	29.8369	\$ 30.7320	\$ 2,458.56	\$ 63,923
	PS2-022 CORPORAL	6	15th Anniv	2080	31.3282	\$ 32.2680	\$ 2,581.44	\$ 67,117
	PS2-022 CORPORAL	7	20th Anniv	2080	32.8949	\$ 33.8817	\$ 2,710.54	\$ 70,474
23	PS2-023 SERGEANT	3	3rd Anniv	2080	31.9819		\$ 2,558.55	\$ 66,522
	PS2-023 SERGEANT	4	6th Anniv	2080	33.4214		\$ 2,673.71	\$ 69,517
	PS2-023 SERGEANT	5	10th Anniv	2080	34.9250		\$ 2,794.00	\$ 72,644
	PS2-023 SERGEANT	6	15th Anniv	2080	36.4970		\$ 2,919.76	\$ 75,914
	PS2-023 SERGEANT	7	20th Anniv	2080	38.1396		\$ 3,051.17	\$ 79,330
24	PS2-024 LIEUTENANT	3	5th Anniv	2080	38.1391		\$ 3,051.13	\$ 79,329
	PS2-024 LIEUTENANT	4	8th Anniv	2080	39.8554		\$ 3,188.43	\$ 82,899
	PS2-024 LIEUTENANT	5	12th Anniv	2080	41.6493		\$ 3,331.94	\$ 86,631
	PS2-024 LIEUTENANT	6	16th Anniv	2080	43.5243		\$ 3,481.94	\$ 90,531
	PS2-024 LIEUTENANT	7	20th Anniv	2080	45.4823		\$ 3,638.58	\$ 94,603
25	PS2-025 DEP POLICE CHIEF	4	7th Anniv	2080	44.2108		\$ 3,536.86	\$ 91,958
	PS2-025 DEP POLICE CHIEF	5	12th Anniv	2080	46.4204		\$ 3,713.63	\$ 96,554
	PS2-025 DEP POLICE CHIEF	6	16th Anniv	2080	48.2772		\$ 3,862.18	\$ 100,417
	PS2-025 DEP POLICE CHIEF	7	20th Anniv	2080	50.2090		\$ 4,016.72	\$ 104,435

**Certification and Incentive Pay**

Code	Description	Monthly Amt	Comment
A6	SHIFT DIFFERENTIAL	\$ 100.00	\$2 per 3 semester hours; max \$60 per month
A9	FTI	\$ 50.00	
PA	CERT ADVANCED	\$ 100.00	
PI	CERT INTERMED	\$ 50.00	
PM	MASTER PEACE OFFICER	\$ 150.00	
PR	CERT CPR	\$ 25.00	
P1	COLLEGE- >30 HRS	\$ -	
P2	COLLEGE- ASSOC	\$ 100.00	
P3	COLLEGE- BACHELOR	\$ 150.00	
P4	COLLEGE- MASTERS	\$ 200.00	
P5	CLOTHING- UNIFORM	\$ 25.00	
P6	CLOTHING- PLAIN	\$ 60.00	
Probationary, non-classified Civil Service Officers can be hired in accordance with the following: Step 1- Non-certified officers and TCLEOSE Certified Officers with less than one year prior service. Step 2-4: Certified Officers with more than one year prior service with one entry will be determined in accordance with Local Rules Secion 41.02 - 41.10.			

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,  
AMENDING THE CITY OF TEMPLE CIVIL SERVICE – POLICE AND FIRE BASE  
PAY SCHEDULES DUE TO MARKET ADJUSTMENTS, EFFECTIVE SEPTEMBER  
22, 2017 AND JULY 13, 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the fiscal year 2018 Budget includes an allocation for the implementation of updated Civil Service - Fire and Civil Service – Police pay schedules based on an updated Compensation/Market Study conducted in 2017;

**Whereas**, Staff recommends Council authorize the implementation of these adjustments in two phases as follows:

- Phase 1 – 2% pay increase for all civil service employees, to be effective 9/22/17;
- Phase 2 – 3% pay increase for police officers and corporals and a 4% pay increase to base pay for firefighters, to be effective July 13, 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 approves amending the City of Temple Civil Service – Fire and Police base pay schedules due to market adjustments effective September 22, 2017 and July 13, 2018, in accordance with the pay schedules which are attached as Exhibit ‘A’ and are incorporated herein 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 **21<sup>st</sup>** 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

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09/21/17  
Item #3(Z)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the rejection of all bids received for Crossroads Park Phase II on May 25, 2017.

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

**ITEM SUMMARY:** Authorization of the rejection of the Crossroads Park Phase II bids received on May 25, 2017, will allow the design team and staff to pursue a more cost effective plan for acquiring the construction of Crossroads Park Phase II.

The Crossroads Park Phase I improvements, consisting of substantially all of the site work and construction of a detention pond, is substantially complete. Phase II improvements consist of the finish-out of the park with the following amenities: (1) four field baseball complex with a restroom/concession facility, (2) four field softball complex with a restroom/concession facility, (3) eight field soccer complex with a restroom/concession facility, (4) tennis courts, (5) disc golf course, (6) 4,000 SF maintenance building, (7) playground, and (8) trail.

As shown on the attached bid tabulation, on May 25, 2017, the City received three bids for the construction of Crossroads Park Phase II improvements ranging from a low base bid of \$12,064,999.92 to a high bid of \$14,858,410.61. All bids came in over budget and higher than the engineer's opinion of probable cost.

The validity of the bids expired on July 24, 2017, 60 days after the bid opening. However, Kasberg, Patrick & Associates and City Staff worked with Emerson Construction Company, Inc., the low bidder, to try and negotiate changes that would make the project financially viable. Ultimately, Staff concluded that an acceptable change order could not be negotiated and it is Staff's recommendation that all bids be rejected to enable the re-bid of the project via multiple smaller construction bid packages.

Per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids.

If Council authorizes the rejection of bids, staff anticipates coming back to Council on October 5<sup>th</sup> with further staff recommendations regarding direction on this project.

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

**ATTACHMENTS:**

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

BID TABULATION  
CITY OF TEMPLE  
CROSSROADS PARK PHASE II  
May 25, 2017; 2:00 PM

2015-121-40

				BIDDER INFORMATION					
				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502		Chasco Constructors 2801 E Old Settlers Round Rock TX 78665		Barsh Company PO Box 20727 Waco TX 76702	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A: CIVIL									
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Part A Bid	\$ 81,000.00	\$ 81,000.00	\$ 160,000.00	\$ 160,000.00	\$ 209,681.48	\$ 209,681.48
2	100%	LS	Prepare Stormwater Pollution Prevention Plan for the Project, Including Submission to & Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	1,620.00	1,620.00	24,000.00	24,000.00	6,053.16	6,053.16
3	100%	LS	Implement & Administer Barricade, Signing & Traffic Safety Plan (Vehicular & Pedestrian) for the Project	27,000.00	27,000.00	36,000.00	36,000.00	3,026.58	3,026.58
4	1	EA	Concrete Slope End Treatment for 24" RCP	2,700.00	2,700.00	1,500.00	1,500.00	1,481.81	1,481.81
5	1	EA	Concrete Slope End Treatment for 18" RCP	2,430.00	2,430.00	1,400.00	1,400.00	953.98	953.98
6	100%	LS	50 LF of Prefabricated Bridge including Contech Precast Abutment System or Approved Equivalent	54,540.00	54,540.00	82,000.00	82,000.00	61,365.73	61,365.73
7	76	LF	24" Class IV RCP	80.80	6,140.50	75.00	5,700.00	80.70	6,133.20
8	68	LF	18" Class IV RCP	58.94	4,007.78	55.00	3,740.00	51.35	3,491.80
9	1	EA	15' x 3' Drainage Inlet	5,130.00	5,130.00	6,500.00	6,500.00	6,142.75	6,142.75
10	1	EA	2' x 2' Area Inlet	1,620.00	1,620.00	1,700.00	1,700.00	1,438.23	1,438.23
11	6,200	SY	Concrete Trail Including Reinforcing & Bedding per Detail	47.52	294,624.00	43.00	** 266,600.00	54.48	337,776.00
12	4,900	SY	Concrete Sidewalk Including Reinforcing & Bedding per Detail	37.80	185,220.00	41.00	200,900.00	46.31	226,919.00
13	12	EA	TxDOT Type 2 Handicap Ramp	1,296.00	15,552.00	600.00	7,200.00	1,452.76	17,433.12
14	4	EA	TxDOT Type 7 Handicap Ramp	1,080.00	4,320.00	800.00	3,200.00	1,937.01	7,748.04
15	40	SY	Concrete Playground Accessibility Ramp	50.76	2,030.40	77.00	3,080.00	29.18	1,167.20
16	250	SY	Concrete Flume Including Reinforcing & Bedding per Detail	44.28	11,070.00	80.00	20,000.00	42.59	10,647.50
17	260	SY	Concrete Disk Golf Pad Including Reinforcing & Bedding per Detail	50.76	13,197.60	135.00	35,100.00	65.37	16,996.20
18	14,600	SY	6" Concrete Ballpark/Allee Flatwork Including Reinforcing, Bedding, Dugout & Field Entrance Concrete Work, & All Other Appurtenances per the Detail	47.52	693,792.00	42.00	613,200.00	65.37	954,402.00
19	600	SY	6" Concrete Ballpark Stand Section Flatwork Including Reinforcing, Bedding, Steps, Excavation & Fill, & All Other Appurtenances per the Detail	91.80	55,080.00	62.00	37,200.00	84.74	50,844.00
20	1,750	SF	2' Concrete Retaining Wall, Including Reinforcing & Bedding per Detail	17.82	31,185.00	16.00	28,000.00	84.74	148,295.00
21	1,200	SF	Concrete Retaining Wall with Limestone Brick Façade, Including Reinforcing & Bedding per Detail	29.16	34,992.00	55.00	66,000.00	102.90	123,480.00
22	675	SY	Mortared Limestone Rip-Rap	110.16	74,358.00	70.00	47,250.00	36.32	24,516.00
23	100	SY	18" Rock Rip-Rap	54.33	5,433.12	80.00	8,000.00	36.32	3,632.00
24	850	SY	Concrete Valley Gutter/Radius Units Including Reinforcing & Bedding per Detail	48.60	41,310.00	80.00	68,000.00	65.37	55,564.50
25	100%	LS	Concrete Storage Bins at Maintenance Yard, Including Reinforcing & Bedding per Detail	11,286.00	11,286.00	16,000.00	16,000.00	9,685.06	9,685.06
26	280	LF	Concrete Playground Curb	32.40	9,072.00	42.00	11,760.00	14.53	4,068.40
27	515	LF	Remove Existing Curb & Gutter	10.80	5,562.00	1.60	824.00	6.05	3,115.75
28	4,600	LF	Ribbon Curb around Outfield	9.18	42,228.00	9.00	41,400.00	13.32	61,272.00
29	4,200	LF	Block Curb With Gutter	32.40	136,080.00	17.00	71,400.00	14.53	61,026.00
30	2,100	LF	Indirect Spill Curb & Gutter	16.20	34,020.00	12.00	25,200.00	14.53	30,513.00
31	11,700	LF	Standard Catch Curb & Gutter	15.12	176,904.00	13.00	152,100.00	14.53	170,001.00
32	800	LF	Mountable Curb & Gutter	17.28	13,824.00	15.00	12,000.00	14.53	11,624.00
33	80	LF	Sawtooth Curb & Gutter	15.12	1,209.60	20.00	1,600.00	14.53	1,162.40
34	1,000	SY	2" Type C HMAC	11.88	11,880.00	11.00	11,000.00	13.80	13,800.00
35	1,000	SY	4" Type B HMAC	23.76	23,760.00	22.00	22,000.00	26.88	26,880.00
36	43,500	SY	2" Type D HMAC	10.37	451,008.00	9.50	413,250.00	11.86	515,910.00
37	1,500	SY	19" Crushed Limestone Base Material	19.44	29,160.00	16.00	24,000.00	29.06	43,590.00
38	43,500	SY	4" Crushed Limestone Base Material Between Curbs	4.54	197,316.00	4.10	178,350.00	6.05	263,175.00
39	51,100	SY	4" Crushed Limestone Base Material Below Curbs	4.32	220,752.00	4.50	229,950.00	6.05	309,155.00
40	52,600	SY	6" Moisture Conditioned Subgrade	1.08	56,808.00	1.20	63,120.00	1.63	85,738.00
41	24,500	LF	4" Single White Solid Thermo Plastic Striping	1.08	26,460.00	1.05	25,725.00	1.19	29,155.00
42	135	LF	24" Single White Solid Thermo Plastic Stop Bar	5.40	729.00	5.50	742.50	6.05	816.75
43	7,000	LF	4" Single Red Solid Painted Fire Lane Striping	1.08	7,560.00	0.48	3,360.00	0.93	6,510.00
44	60	EA	White Directional Arrow Thermo Plastic Striping	108.00	6,480.00	96.00	5,760.00	104.11	6,246.60
45	50	EA	White Handicap Emblem Thermo Plastic Striping & Handicap Parking Sign Including Post, Base & All Appurtenances	604.80	30,240.00	370.00	18,500.00	405.56	20,278.00
46	2	EA	White "ONLY" Emblem Thermo Plastic Striping	216.00	432.00	180.00	360.00	145.28	290.56
47	6	EA	Stop Sign R1-1 Including Post, Base & All Appurtenances	378.00	2,268.00	315.00	1,890.00	363.19	2,179.14
48	10	EA	Yield Sign R1-2 Including Post, Base & All Appurtenances	351.00	3,510.00	345.00	3,450.00	363.19	3,631.90
49	14	EA	No Right Turn Sign R3-1 Including Post, Base & All Appurtenances	351.00	4,914.00	290.00	4,060.00	363.19	5,084.66
50	8	EA	No Left Turn Sign R3-2 Including Post, Base & All Appurtenances	351.00	2,808.00	290.00	2,320.00	363.19	2,905.52
51	1	EA	Left Lane Turn Sign R3-7L Including Post, Base & All Appurtenances	351.00	351.00	345.00	345.00	363.19	363.19
52	6	EA	Curve Sign R4-7 Including Post, Base & All Appurtenances	351.00	2,106.00	320.00	1,920.00	363.19	2,179.14
53	8	EA	Do Not Enter Sign R5-1 Including Post, Base & All Appurtenances	351.00	2,808.00	345.00	2,760.00	363.19	2,905.52
54	8	EA	Wrong Way Sign R5-1a Including Post, Base & All Appurtenances	351.00	2,808.00	345.00	2,760.00	363.19	2,905.52
55	1	EA	One Way Sign R6-1R Including Post, Base & All Appurtenances	351.00	351.00	315.00	315.00	363.19	363.19
56	8	EA	No Parking Sign R7-1D Including Post, Base & All Appurtenances	351.00	2,808.00	240.00	1,920.00	363.19	2,905.52
57	8	EA	No Parking Loading Zone Sign R7-7D Including Post, Base & All Appurtenances	351.00	2,808.00	240.00	1,920.00	363.19	2,905.52
58	2	EA	Maintain & Remove Existing Stabilized Construction Entrance	2,160.00	4,320.00	3,900.00	7,800.00	5,021.70	10,043.40
59	11,000	LF	Maintain & Remove Existing Silt Fence as required in the Stormwater Pollution Prevention Plan	1.62	17,820.00	2.50	27,500.00	1.26	13,860.00
60	220	LF	Maintain & Remove Existing Rock Berm as required in the Stormwater Pollution Prevention Plan	27.00	5,940.00	36.00	7,920.00	18.29	4,023.80
61	400	LF	French Drain, Including All Pipe & Bedding	37.80	15,120.00	35.00	14,000.00	21.33	8,532.00
62	200	CY	Class A Concrete	216.00	43,200.00	500.00	100,000.00	211.86	42,372.00
63	200	SY	Concrete Riprap	59.40	11,880.00	125.00	25,000.00	37.53	7,506.00
PART A - CIVIL - (Items 1 - 63)					\$ 3,266,943.00		\$ 3,260,551.50		\$ 4,067,867.82

PART B: LANDSCAPE/SPORTS EQUIPMENT									
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Part B Bid	\$ 91,800.00	\$ 91,800.00	\$ 175,000.00	\$ 175,000.00	\$ 146,502.07	\$ 146,502.07
2	8	EA	Scorer's Box, Including All Concrete, Reinforcing, Tables, Benches/Chairs, Stone, Brick, Paint, Electrical, & All Other Appurtenances as Specified in Plans & Details	5,697.00	45,576.00	12,000.00	96,000.00	3,727.73	29,821.84
3	7	EA	2' X 2' X 4' Limestone Seating Block	432.00	3,024.00	350.00	2,450.00	336.64	2,356.48
4	16	EA	Wydman WC3600-DT-BK 36 Gallon Trash Receptacle with Dome Top	1,181.52	18,904.32	980.00	15,680.00	857.99	13,727.84
5	27	EA	Innova Discatcher Pro 28 Disc Basket including Disc Golf Marker Sign (Located at Disc Golf Tee Box) & base as Shown in Detail	766.80	20,703.60	600.00	16,200.00	717.65	19,376.55
6	14	EA	24' X 8' Kwik Goal Fusion Soccer Goal	3,283.20	45,964.80	3,400.00	47,600.00	3,592.27	50,291.78
7	2	EA	24' X 8' Alumagoal Combination Goal including Nets & Ground Sleeves	2,372.76	4,745.52	2,100.00	4,200.00	4,298.33	8,596.66
8	11	EA	90' X 15' Multisport Barrier Net System including Posts	9,180.00	100,980.00	15,500.00	170,500.00	10,456.03	115,016.33
9	1,800	LF	Ameristar Montage Plus Two Rail Genesis Style 4' Ornamental Iron Fence	35.64	64,152.00	35.00	63,000.00	40.33	72,594.00
10	300	LF	Ameristar Montage Plus Two Rail Genesis Style 6' Ornamental Iron Fence, Including All Poles, Bases, Keyed Deadbolt Locks & Other Appurtenances	61.56	18,468.00	60.00	18,000.00	83.65	25,095.00
11	24	EA	Timberform 2190-RH Stainless Steel Removable Bollard	1,156.50	27,756.00	1,100.00	26,400.00	1,057.95	25,390.80
12	10	EA	Dumor Model 57-60-PL Bench including Surface Mount & Concrete Pads	1,223.64	12,236.40	2,500.00	25,000.00	1,420.35	14,203.50
13	2	EA	Nightmaster Downlight Internal Halyard 25' X 5' X 0.125" Flag Pole, Including Base & Bedding	5,238.00	10,476.00	6,200.00	12,400.00	4,298.33	8,596.66
14	1	EA	Extra Tough America Flag	205.20	205.20	215.00	215.00	143.40	143.40
15	1	EA	Extra Tough Texas Flag	237.60	237.60	215.00	215.00	143.40	143.40
16	8	EA	Spectrum Model 10310-C2 LED 8' X 10' X 5" Scoreboard	10,379.88	83,039.04	13,000.00	104,000.00	9,830.02	78,640.16
17	1,200	LF	Backstop Net System including 30' Poles	124.20	149,040.00	125.00	150,000.00	172.08	206,496.00
18	16	EA	Surfaced Mounted Bat Holder	264.60	4,233.60	450.00	7,200.00	160.87	2,573.92
19	16	EA	15' Aluminum Dugout Bench with Storage Shelf, Standard Aluminum - Item #115-765-669, Including Mounts & Concrete Pads	1,315.44	21,047.04	1,800.00	28,800.00	1,493.72	23,899.52
20	16	EA	Yellow Foul Poles	1,404.00	22,464.00	2,100.00	33,600.00	1,542.86	24,685.76
21	24	EA	20" Double Foot Plank 3 Row Bleachers	1,890.00	45,360.00	1,500.00	36,000.00	1,721.46	41,315.04
22	2	EA	3 Row Championship Field Seating with Aluminum Bench Seat, Contoured Backrest, Riser Mounted Galvanized Seat Brackets Mounted to Concrete , & End Caps on all Exposed Bench Ends	10,724.40	21,448.80	11,000.00	22,000.00	11,864.91	23,729.82
23	4	EA	Steel Handrail Railing Piece along Concrete Steps at Championship Field Seating	540.00	2,160.00	910.00	3,640.00	344.75	1,379.00
24	400	LF	Steel Guard Rail	81.00	32,400.00	69.00	27,600.00	83.65	33,460.00
25	1,200	LF	Steel Backstop Protection Rail	45.36	54,432.00	37.00	44,400.00	47.87	57,444.00
26	10,100	LF	6' Chain Link Fence including Gates, Including All Poles & Bases	18.09	182,709.00	17.00	171,700.00	20.85	210,585.00
27	8	EA	Bolco Home Plate including Stanchion with Anchor Set in Concrete	194.40	1,555.20	240.00	1,920.00	209.12	1,672.96
28	60	EA	Bolco Baseball Field Anchors for Bases including Orange Cap Base Anchor Plugs & 1 1/2" All Steel Anchors with Anchors Set in Concrete	97.20	5,832.00	170.00	10,200.00	23.90	1,434.00
29	4	EA	Bolco 6200-ML Pro Style Baseball Base Set	1,539.00	6,156.00	575.00	2,300.00	448.12	1,792.48
30	16	EA	Baseball Pitching Mound Anchors at Baseball Fields, Including Caps & Anchors in Concrete	221.40	3,542.40	250.00	4,000.00	23.90	382.40
31	4	EA	Pitch Pro 8121 10" Portable Game Mound at Baseball Fields	4,033.80	16,135.20	4,600.00	18,400.00	4,600.65	18,402.60
32	4	EA	Hollywood Double Stanchion with Pitching Rubber Regulation Size at Softball Fields, Including Caps & Anchors in Concrete	302.40	1,209.60	650.00	2,600.00	268.87	1,075.48
33	12	EA	Extra Double Stanchion Regulation Size at Softball Fields, Including Caps & Anchors in Concrete	280.80	3,369.60	650.00	7,800.00	77.67	932.04
34	2	EA	Orlando Kiosk including 2 - 5' X 8' Posts	11,340.00	22,680.00	15,500.00	31,000.00	10,449.46	20,898.92
35	16	EA	Batter Box (Beacon Jox Box) Including All Appurtenances	739.80	11,836.80	1,500.00	24,000.00	1,613.22	25,811.52
36	16	EA	Softball Field Anchors for Bases including Orange Cap Base Anchor Plugs, 1 1/2" All Steel Anchors with Anchors Set in Concrete	102.60	1,641.60	318.00	5,088.00	23.90	382.40
37	8	EA	Hollywood Double Stanchion 1st Base Anchors at Softball Fields, Including Caps with Anchors Set in Concrete	130.68	1,045.44	575.00	4,600.00	23.90	191.20
38	4	EA	Hollywood Impact Softball Base Set, Double 1st Base Set	540.00	2,160.00	400.00	1,600.00	985.85	3,943.40
39	1	EA	Miracle Arch Swing (2 Seats) Model Number 714-852-2S	4,039.20	4,039.20	3,900.00	3,900.00	4,469.21	4,469.21

BID TABULATION  
CITY OF TEMPLE  
CROSSROADS PARK PHASE II  
May 25, 2017; 2:00 PM

2015-121-40

				BIDDER INFORMATION					
				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502		Chasco Constructors 2801 E Old Settlers Round Rock TX 78665		Barsh Company PO Box 20727 Waco TX 76702	
						Unit Price	Extended Amount	Unit Price	Extended Amount
Bid No.	Estimated Quantity	Unit	Bid Data Description						
40	1	EA	Miracle Arch Swing (2 Tots Seats) Model Number 714-852-2T	4,168.80	4,168.80	4,100.00	4,100.00	4,612.60	4,612.60
41	1	EA	Berliner Cloud 9 Hoop Swing	13,512.96	13,512.96	13,000.00	13,000.00	14,951.53	14,951.53
42	1	EA	Berliner Universe "Spaceball L" (90.100.075) Climbing Net	41,561.64	41,561.64	40,000.00	40,000.00	45,986.23	45,986.23
43	600	SF	Limestone Boulders	21.60	12,960.00	57.00	34,200.00	38.61	23,166.00
44	6	EA	Dumor Model 91-60-PL Bench including Surface Mount & Concrete Pads	1,036.80	6,220.80	2,000.00	12,000.00	1,655.04	9,930.24
45	300	CY	Engineered Wood Fiber Playground Surfacing	81.00	24,300.00	57.00	17,100.00	56.79	17,037.00
46	1	EA	Timberform Embankment Slide Chute 1650-51-EMB	6,534.00	6,534.00	9,400.00	9,400.00	9,758.17	9,758.17
47	3	EA	Mutt Mitt Pet Waste Station	453.60	1,360.80	630.00	1,890.00	659.63	1,978.89
48	3	EA	Dynamo NP-COP183 6' Oak Plank	5,400.00	16,200.00	4,700.00	14,100.00	4,324.22	12,972.66
49	2	EA	Dynamo NP-COP122 4' Oak Plank	3,780.00	7,560.00	4,700.00	9,400.00	2,841.65	5,683.30
50	1,600	SY	Tennis Court Slab Including Slab Design, Surfacing, Reinforcing & Bedding & All other Appurtenances as Detailed in the Specification	108.00	172,800.00	87.00	139,200.00	101.68	162,688.00
51	480	LF	10' Chain Link Fence, Including All Poles, Gates & Bases	51.84	24,883.20	36.00	17,280.00	40.63	19,502.40
52	4	EA	Edwards 3" Classic Round Net Posts	351.00	1,404.00	345.00	1,380.00	194.18	776.72
53	2	EA	Edwards 40LS 42' Tennis Net	248.40	496.80	245.00	490.00	274.84	549.68
54	5	CY	Blackstar Gravel 1.5" (Groundcover Mulch) to a 4" Depth including Filter Fabric	226.80	1,134.00	220.00	1,100.00	247.13	1,235.65
55	45	EA	Mexican Sycamore (3" Caliper)	648.00	29,160.00	620.00	27,900.00	697.76	31,399.20
56	7	EA	Texas Red Oak (3" Caliper)	475.20	3,326.40	460.00	3,220.00	524.33	3,670.31
57	54	EA	Deliver & Install Chinquapin Oak (1 1/2" Caliper) as provided by the City of Temple Tree Farm	108.00	5,832.00	105.00	5,670.00	118.89	6,420.06
58	86	EA	Deliver & Install Monterey Oak (1 1/2" Caliper) as provided by the City of Temple Tree Farm	108.00	9,288.00	105.00	9,030.00	118.89	10,224.54
59	45	EA	Deliver & Install Live Oak (1 1/2" Caliper) as provided by the City of Temple Tree Farm	108.00	4,860.00	105.00	4,725.00	118.89	5,350.05
60	57	EA	Deliver & Install Cedar Elm (1 1/2" Caliper) as provided by the City of Temple Tree Farm	108.00	6,156.00	105.00	5,985.00	118.89	6,776.73
61	15	EA	Cedar Elm (3" Caliper)	648.00	9,720.00	600.00	9,000.00	673.36	10,100.40
62	54	EA	Bicolor Iris (5 Gallon)	32.40	1,749.60	27.00	1,458.00	30.96	1,671.84
63	20	EA	Red Yucca (3 Gallon)	27.00	540.00	21.00	420.00	24.25	485.00
64	3	EA	Lynn's Legacy Sage (7 Gallon)	32.40	97.20	31.00	93.00	34.68	104.04
65	456	EA	Maiden Grass (5 Gallon)	21.60	9,849.60	18.00	8,208.00	21.10	9,621.60
66	350	EA	Yucca (5 Gallon)	32.40	11,340.00	31.00	10,850.00	34.70	12,145.00
67	264	EA	New Gold Lantana (1 Gallon)	10.80	2,851.20	8.50	2,244.00	9.72	2,566.08
68	111	EA	Russian Sage (5 Gallon)	27.00	2,997.00	24.50	2,719.50	27.60	3,063.60
69	1,434	EA	Dwarf Ruellia (1 Gallon)	10.80	15,487.20	9.25	13,264.50	10.61	15,214.74
70	650	LF	Steel Edging	8.64	5,616.00	7.75	5,037.50	8.70	5,655.00
71	2	EA	Park Entry Sign per Plan Detail Sheets, Including Electrical Connections & Materials	19,487.52	38,975.04	41,000.00	82,000.00	20,097.69	40,195.38
72	1	EA	Remove Existing Bioscience Park Entry Re-Build Sign per Plan Detail Sheets	6,156.00	6,156.00	2,000.00	2,000.00	3,314.86	3,314.86
73	1	EA	Park Entry Re-Build Sign per Plan Detail Sheets, Including Electrical Connections & Materials	27,496.80	27,496.80	80,000.00	80,000.00	25,930.96	25,930.96
74	19,200	SY	Specialty 6" Infield Soil	12.96	248,832.00	17.00	326,400.00	15.56	298,752.00
75	139,000	SY	Specialty 6" Top Soil for Sports Fields	6.48	900,720.00	12.00	1,668,000.00	7.56	1,050,840.00
76	139,000	SY	Sahara II Bermuda Hydromulching, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	0.54	75,060.00	1.50	208,500.00	0.44	61,160.00
77	261,000	SY	Common Bermuda Hydromulching With Flextera or Drilling, Including Watering, Fertilizing, & Mowing to Establish Growth	1.13	295,974.00	2.20	574,200.00	1.74	454,140.00
78	158,200	SY	Prepare Subgrade for Sports Fields	1.89	298,998.00	1.00	158,200.00	1.79	283,178.00
79	100%	LS	Furnish an Irrigation Plan Designed & Sealed by a Licensed Irrigator per Requirements of Landscaping Plans, & Install the Plan, Including But Not Limited to Irrigation Pipe, Irrigation Controller(s), Irrigation Meter(s), Irrigation Valves, Irrigation Valve Boxes, Wiring, Pipe Sleeves & All Applicable Components of the Irrigation System	813,240.00	813,240.00	765,000.00	765,000.00	902,206.31	902,206.31
80	16	EA	Softball/Baseball Field Markers, Including All Materials, Bases, & Appurtenances	324.00	5,184.00	900.00	14,400.00	634.83	10,157.28
81	16	EA	Dugout, Including Roof, All Posts, Bases, Fencing, Gates, & Other Appurtenances	5,771.25	92,340.00	11,000.00	176,000.00	7,031.68	112,506.88
82	750	LF	8' Chain Link Fence including Gates, All Poles & Bases	24.84	18,630.00	23.00	17,250.00	26.59	19,942.50
PART B: LANDSCAPE/SPORTS EQUIPMENT (Items 1 - 82)				\$ 4,440,339.00		\$ 5,915,622.50		\$ 5,035,074.57	

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART C: ELECTRICAL									
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Part C Bid	\$ 81,000.00	\$ 81,000.00	\$ 100,000.00	\$ 100,000.00	\$ 130,444.97	\$ 130,444.97
2	100%	LS	Baseball Complex Lighting, Including All Items & Appurtenances	909,469.08	909,469.08	950,000.00	950,000.00	1,159,432.10	1,159,432.10
3	100%	LS	Softball Complex Lighting, Including All Items & Appurtenances	902,880.00	902,880.00	950,000.00	950,000.00	1,144,475.89	1,144,475.89
4	100%	LS	Tennis Complex Lighting for Base Bid of Courts 1 & 2, Including All Items & Appurtenances	103,788.00	103,788.00	105,000.00	105,000.00	124,888.03	124,888.03
5	100%	LS	Maintenance Building Outdoor Lighting, Including All Items & Appurtenances	21,060.00	21,060.00	20,000.00	20,000.00	23,253.34	23,253.34
6	75	LF	4 - 2 1/2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	23.76	1,782.00	8.25	618.75	10.48	786.00
7	135	LF	3 - 2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	12.96	1,749.60	58.00	7,830.00	67.52	9,115.20
8	150	LF	2 - 2 1/2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	12.96	1,944.00	45.00	6,750.00	52.68	7,902.00
9	550	LF	2 - 2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	11.88	6,534.00	32.00	17,600.00	40.19	22,104.50
10	3,400	LF	2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	10.80	36,720.00	46.00	156,400.00	52.86	179,724.00
11	1	EA	Electrical Equipment Rack per Plans & Details	9,558.00	9,558.00	11,000.00	11,000.00	12,496.26	12,496.26
12	8	EA	Duplex RCPT & GFCI Device Mounted in Weather Proof Box per Plans & Details	2,646.00	21,168.00	3,000.00	24,000.00	3,407.35	27,258.80
13	9	EA	Hand Hole	822.96	7,406.64	1,000.00	9,000.00	1,076.72	9,690.48
PART C: ELECTRICAL (Items 1 - 13)				\$ 2,105,059.32		\$ 2,358,198.75		\$ 2,851,571.57	

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART D: ARCHITECTURAL									
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Part D Bid	\$ 70,200.00	\$ 70,200.00	\$ 85,000.00	\$ 85,000.00	\$ 59,807.01	\$ 59,807.01
2	1	EA	Maintenance Building per Architectural Plan & Detail Sheets, Including All Foundations, Plumbing Items, Electrical Items, Utility Connections, Construction Items, Interior & Exterior Furnishings, & All Other Appurtenances, Complete For	425,909.88	425,909.88	450,000.00	450,000.00	561,404.51	561,404.51
3	3	EA	Concession Stand/Restroom per Architectural Plan & Detail Sheets, Including All Foundations, Plumbing Items, Electrical Items, Utility Connections, Construction Items, Interior & Exterior Furnishings, & All Other Appurtenances, Complete For	486,876.24	1,460,628.72	685,000.00	2,055,000.00	669,515.55	2,008,546.65
4	8	EA	Shade Structure over Softball & Baseball Field Spectator Bleachers per Architectural Plan & Detail Sheets, Including All Appurtenances, Complete For	36,990.00	295,920.00	36,000.00	288,000.00	34,267.31	274,138.48
PART D: ARCHITECTURAL (Items 1 - 4)				\$ 2,252,658.60		\$ 2,878,000.00		\$ 2,903,896.65	

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 1: SIDEWALK WEST OF DETENTION POND									
AA1-1	2,285	SY	Concrete Trail Including Reinforcing & Bedding per Detail	\$ 46.20	\$ 105,567.00	\$ 42.00	\$ 95,970.00	\$ 66.22	\$ 151,312.70
ADD ALTERNATE 1: SIDEWALK WEST OF DETENTION POND (Item AA1-1)				\$ 105,567.00		\$ 95,970.00		\$ 151,312.70	

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 2: SIDEWALK WEST OF SOFTBALL FIELDS									
AA2-1	1,330	SY	Concrete Trail Including Reinforcing & Bedding per Detail	\$ 46.20	\$ 61,446.00	\$ 43.00	\$ 57,190.00	\$ 66.53	\$ 88,484.90
ADD ALTERNATE 2: SIDEWALK WEST OF SOFTBALL FIELDS (Item AA2-1)				\$ 61,446.00		\$ 57,190.00		\$ 88,484.90	

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 3A: BATTING CAGE #1									
AA3A-1	1	EA	Transformer Stand per Detail	\$ 8,347.50	\$ 8,347.50	\$ 800.00	\$ 800.00	\$ 11,276.72	\$ 11,276.72
AA3A-2	50	LF	2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	10.50	525.00	46.00	2,300.00	56.73	2,836.50
AA3A-3	1	EA	Tuff 4 Lane Tuff Frame Modular Outdoor 70' Double Batting Cage Item #105-100-170, Including All Poles, Bases, Tensioning Cuffs, Net Protectors, & All Appurtenances	26,250.00	26,250.00	99,600.00	99,600.00	36,207.35	36,207.35
AA3A-4	650	SY	Batting Cage #1 Foundation, Including Concrete, Bedding, & Dupont Forever Lawn Cage Turf	103.38	67,200.00	105.00	68,250.00	143.27	93,125.50
AA3A-5	110	SY	Concrete Sidewalk Including Reinforcing & Bedding per Detail	36.75	4,042.50	48.00	5,280.00	56.18	6,179.80
ADD ALTERNATE 3A: BATTING CAGE #1 (Items AA3A-1 - AA3A-5)				\$ 106,365.00		\$ 176,230.00		\$ 149,625.87	

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 3B: BATTING CAGE #2									
AA3B-1	1	EA	Transformer Stand per Detail	\$ 7,035.00	\$ 7,035.00	\$ 800.00	\$ 800.00	\$ 9,436.98	\$ 9,436.98
AA3B-2	40	LF	2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	10.50	420.00	46.00	1,840.00	65.29	2,611.60
AA3B-3	1	EA	Tuff 4 Lane Tuff Frame Modular Outdoor 70' Double Batting Cage Item #105-100-170, Including All Poles, Bases, Tensioning Cuffs, Net Protectors, & All Appurtenances	26,250.00	26,250.00	99,600.00	99,600.00	36,238.40	36,238.40
AA3B-4	650	SY	Batting Cage #2 Foundation, Including Concrete, Bedding, & Dupont Forever Lawn Cage Turf	103.38	67,200.00	105.00	68,250.00	143.39	93,203.50
AA3B-5	60	SY	Concrete Sidewalk Including Reinforcing & Bedding per Detail	36.75	2,205.00	52.00	3,120.00	56.23	3,373.80
ADD ALTERNATE 3B: BATTING CAGE #2 (Items AA3B-1 - AA3B-5)				\$ 103,110.00		\$ 173,610.00		\$ 144,864.28	

BID TABULATION  
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BIDDER INFORMATION									
				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502		Chasco Constructors 2801 E Old Settlers Round Rock TX 78665		Barsh Company PO Box 20727 Waco TX 76702	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 4: BASEBALL & SOFTBALL FIELD PLAYGROUNDS									
AA4-1	2	EA	Berliner Univers "Mars" Climbing Net (90.100.010)	\$ 16,036.65	\$ 32,073.30	\$ 8,150.00	\$ 16,300.00	\$ 18,796.05	\$ 37,592.10
AA4-2	2	EA	Sun Ports Hip Pyramid 30' X 30' Playground Shade Canopy including 4 Posts & All Other Appurtenances	19,094.25	38,188.50	19,250.00	38,500.00	23,383.43	46,766.86
AA4-3	80	CY	Engineered Wood Fiber Playground Surfacing to a Minimum Depth of 12"	78.75	6,300.00	78.00	6,240.00	58.54	4,683.20
AA4-4	-6	EA	DELETE Base Bid Part B Item 61, Cedar Elm (3" Caliper)	* 648.00	(3,888.00)	600.00	(3,600.00)	* 673.36	(4,040.16)
AA4-5	-30	EA	DELETE Base Bid Part B Item 62, Bicolor Iris (5 Gallon)	* 32.40	(972.00)	* 27.00	(810.00)	* 30.96	(928.80)
AA4-6	-148	EA	DELETE Base Bid Part B Item 67, New Gold Lantana (1 Gallon)	* 10.80	(1,598.40)	8.50	(1,258.00)	* 9.72	(1,438.56)
ADD ALTERNATE 4: BASEBALL & SOFTBALL FIELD PLAYGROUNDS (Items AA4-1 - AA4-6)				\$ 70,103.40		\$ 55,372.00		\$ 82,634.64	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 5: CHAMPIONSHOP FIELD SCOREBOARDS									
AA5-1	2	EA	Spectrum Model 9314-C2 LED 9' X 14' X 5" Scoreboard with Wireless Radio Controller	\$ 13,261.50	\$ 26,523.00	\$ 10,300.00	\$ 20,600.00	\$ 9,150.22	\$ 18,300.44
AA5-2	-2	EA	DELETE Base Bid Part B Item 16, Spectrum Model 10310-C2 LED 8' X 10' X 5" Scoreboard	* 10,379.88	(20,759.76)	* 13,000.00	(26,000.00)	* 9,830.02	(19,660.04)
ADD ALTERNATE 5: CHAMPIONSHOP FIELD SCOREBOARDS (Items AA5-1 - AA5-2)				\$ 5,763.24		\$ (5,400.00)		\$ (1,359.60)	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 6: PARKING LOT LIGHTS FOR BASEBALL & SOFTBALL COMPLEX									
AA6-1	100%	LS	Baseball/Softball Field Complex Roadway & Parking Lot Lighting, Including All Items & Appurtenances	\$ 197,717.10	\$ 197,717.10	\$ 230,000.00	\$ 230,000.00	\$ 247,223.22	\$ 247,223.22
ADD ALTERNATE 6: PARKING LOT LIGHTS FOR BASEBALL & SOFTBALL COMPLEX (Item AA6-1)				\$ 197,717.10		\$ 230,000.00		\$ 247,223.22	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 7: PARKING LOT LIGHTS FOR SOCCER COMPLEX									
AA7-1	100%	LS	Soccer Field Complex Parking Lot Lighting, Including All Items & Appurtenances	\$ 174,300.00	\$ 174,300.00	\$ 210,000.00	\$ 210,000.00	\$ 226,462.02	\$ 226,462.02
ADD ALTERNATE 7: PARKING LOT LIGHTS FOR SOCCER COMPLEX (Item AA7-1)				\$ 174,300.00		\$ 210,000.00		\$ 226,462.02	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 8A: LIGHTING FOR SOCCER FIELDS									
AA8A-1	100%	LS	Soccer Field Complex Lighting For Fields A, C & E, Including All Items & Appurtenances	\$ 621,600.00	\$ 621,600.00	\$ 630,000.00	\$ 630,000.00	\$ 772,519.85	\$ 772,519.85
ADD ALTERNATE 8A: LIGHTING FOR SOCCER FIELDS (Item AA8A-1)				\$ 621,600.00		\$ 630,000.00		\$ 772,519.85	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 8B: LIGHTING FOR SOCCER FIELDS									
AA8B-1	100%	LS	Soccer Field Complex Lighting For Fields B & D, Including All Items & Appurtenances	\$ 355,244.40	\$ 355,244.40	\$ 360,000.00	\$ 360,000.00	\$ 442,824.83	\$ 442,824.83
ADD ALTERNATE 8B: LIGHTING FOR SOCCER FIELDS (Item AA8B-1)				\$ 355,244.40		\$ 360,000.00		\$ 442,824.83	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 8C: LIGHTING FOR SOCCER FIELDS									
AA8C-1	100%	LS	Soccer Field Complex Lighting For Fields F, G & H, & Bioscience Loop Roadway, Including All Items & Appurtenances	\$ 559,545.00	\$ 559,545.00	\$ 625,000.00	\$ 625,000.00	\$ 746,047.16	\$ 746,047.16
ADD ALTERNATE 8C: LIGHTING FOR SOCCER FIELDS (Item AA8C-1)				\$ 559,545.00		\$ 625,000.00		\$ 746,047.16	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 9: ENTRANCE SIGNAGE FOR BASEBALL & SOFTBALL FIELDS									
AA9-1	2	EA	34' Wide Ball Field Entrance Gateway per Plan & Detail Sheets	\$ 28,192.50	\$ 56,385.00	\$ 42,000.00	\$ 84,000.00	\$ 35,692.90	\$ 71,385.80
AA9-2	165	LF	2 - 2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	11.55	1,905.75	55.00	9,075.00	16.01	2,641.65
AA9-3	2	EA	Hand Hole	1,050.00	2,100.00	1,200.00	2,400.00	461.79	923.58
ADD ALTERNATE 9: ENTRANCE SIGNAGE FOR BASEBALL & SOFTBALL FIELDS (Items AA9-1 - AA9-3)				\$ 60,390.75		\$ 95,475.00		\$ 74,951.03	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 10A: TENNIS COURTS									
AA10A-1	1,600	SY	Tennis Court Slab Including Slab Design, Surfacing, Reinforcing & Bedding & All other Appurtenances as Detailed in the Specification	\$ 105.00	\$ 168,000.00	\$ 90.00	\$ 144,000.00	\$ 100.61	\$ 160,976.00
AA10A-2	100%	LS	Tennis Complex Lighting for Courts 3 & 4, Including All Items & Appurtenances	54,075.00	54,075.00	53,000.00	53,000.00	64,554.94	64,554.94
AA10A-3	360	LF	10' Chain Link Fence, Including Gates, Poles & Bases	50.40	18,144.00	36.00	12,960.00	42.68	15,364.80
AA10A-4	4	EA	Edwards 3" Classic Round Net Posts	341.25	1,365.00	345.00	1,380.00	203.99	815.96
AA10A-5	2	EA	Edwards 40LS 42' Tennis Net	241.50	483.00	245.00	490.00	288.72	577.44
ADD ALTERNATE 10A: TENNIS COURTS (Items AA10A-1 - AA10A-5)				\$ 242,067.00		\$ 211,830.00		\$ 242,289.14	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 10B: TENNIS COURTS									
AA10B-1	1,600	SY	Tennis Court Slab Including Slab Design, Surfacing, Reinforcing & Bedding & All other Appurtenances as Detailed in the Specification	\$ 105.00	\$ 168,000.00	\$ 90.00	\$ 144,000.00	\$ 100.60	\$ 160,960.00
AA10B-2	100%	LS	Tennis Complex Lighting for Courts 5 & 6, Including All Items & Appurtenances	68,512.50	68,512.50	53,000.00	53,000.00	81,889.39	81,889.39
AA10B-3	4	EA	Hand Hole	1,082.55	4,330.20	98.00	392.00	114.22	456.88
AA10B-4	400	LF	2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	10.50	4,200.00	335.00	134,000.00	38.85	15,540.00
AA10B-5	360	LF	10' Chain Link Fence, Including Gates, Poles & Bases	50.40	18,144.00	36.00	12,960.00	42.67	15,361.20
AA10B-6	4	EA	Edwards 3" Classic Round Net Posts	341.25	1,365.00	345.00	1,380.00	203.96	815.84
AA10B-7	2	EA	Edwards 40LS 42' Tennis Net	241.50	483.00	245.00	490.00	288.68	577.36
ADD ALTERNATE 10B: TENNIS COURTS (Items AA10B-1 - AA10B-7)				\$ 265,034.70		\$ 346,222.00		\$ 275,600.67	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 11: PAVILION WITH LARGE FAN									
AA11-1	1	EA	Classic Recreation Systems Pavilion, Including All Foundations, Electrical Items, Connections, Construction Items, Interior & Exterior Furnishings, & All Other Appurtenances	\$ 108,471.30	\$ 108,471.30	\$ 75,000.00	\$ 75,000.00	\$ 92,719.48	\$ 92,719.48
AA11-2	1	EA	Big Fan Model Essence 14' per Detail	5,775.00	5,775.00	10,100.00	10,100.00	7,637.08	7,637.08
AA11-3	8	EA	Dumor Model 156 8'-0" Table	1,664.25	13,314.00	1,900.00	15,200.00	2,070.32	16,562.56
AA11-4	-16	EA	DELETE Base Bid Part B Item 65, Maiden Grass (5 Gallon)	* 21.60	(345.60)	18.00	(288.00)	* 21.12	(337.92)
AA11-5	-26	EA	DELETE Base Bid Part B Item 66, Yucca (5 Gallon)	* 32.40	(842.40)	* 31.00	(806.00)	* 34.70	(902.20)
AA11-6	-60	EA	DELETE Base Bid Part B Item 67, New Gold Lantana (1 Gallon)	* 10.80	(648.00)	* 8.50	(510.00)	* 9.72	(583.20)
AA11-7	-40	LF	DELETE Base Bid Part B Item 70, Steel Edging	* 8.64	(345.60)	* 7.75	(310.00)	* 8.70	(348.00)
AA11-8	2	EA	Wydman WC3600-DT-BK 36 Gallon Trash Receptacle with Dome Top	1,148.70	2,297.40	900.00	1,800.00	922.06	1,844.12
ADD ALTERNATE 11: PAVILION WITH LARGE FAN (Items AA11-1 - AA11-8)				\$ 127,676.10		\$ 100,186.00		\$ 116,591.92	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 12: BRICK COLUMNS AT SHADE STRUCTURES									
AA12-1	48	EA	Brick Column at Spectator Bleachers' Shade Structure Support per Architectural Plans & Details	\$ 708.75	\$ 34,020.00	\$ 900.00	\$ 43,200.00	\$ 831.26	\$ 39,900.48
ADD ALTERNATE 12: BRICK COLUMNS AT SHADE STRUCTURES (Item AA12-1)				\$ 34,020.00		\$ 43,200.00		\$ 39,900.48	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 13: TENNIS COURTS PARKING LOT EXTENSION									
AA13-1	80	SY	Concrete Sidewalk Including Reinforcing & Bedding per Detail	\$ 36.75	\$ 2,940.00	\$ 50.00	\$ 4,000.00	\$ 55.13	\$ 4,410.40
AA13-2	200	LF	Indirect Spill Curb & Gutter	15.75	3,150.00	14.00	2,800.00	14.70	2,940.00
AA13-3	750	LF	Standard Catch Curb & Gutter	14.70	11,025.00	13.50	10,125.00	14.70	11,025.00
AA13-4	-10	LF	DELETE Base Bid Part A Item 32, Mountable Curb & Gutter	* 17.28	(172.80)	* 15.00	(150.00)	* 14.53	(145.30)
AA13-5	5,500	SY	2" Type D HMAC	10.08	55,440.00	10.00	55,000.00	12.25	67,375.00
AA13-6	5,500	SY	4" Crushed Limestone Base Material Between Curbs	4.41	24,255.00	4.25	23,375.00	6.31	34,705.00
AA13-7	6,100	SY	4" Crushed Limestone Base Material Below Curbs	4.20	25,620.00	4.25	25,925.00	6.31	38,491.00
AA13-8	6,100	SY	6" Moisture Conditioned Subgrade	1.05	6,405.00	1.00	6,100.00	1.84	11,224.00
AA13-9	4,100	LF	4" Single White Solid Thermo Plastic Striping	1.05	4,305.00	1.05	4,305.00	1.20	4,920.00
AA13-10	4	EA	White Directional Arrow Thermo Plastic Striping	105.00	420.00	117.00	468.00	105.36	421.44
AA13-11	8	EA	White Handicap Emblem Thermo Plastic Striping & Handicap Parking Sign Including Post, Base & All Appurtenances	588.00	4,704.00	945.00	7,560.00	134.76	1,078.08
ADD ALTERNATE 13: TENNIS COURTS PARKING LOT EXTENSION (Items AA13-1 - AA13-11)				\$ 138,091.20		\$ 139,508.00		\$ 176,444.62	

BID TABULATION  
CITY OF TEMPLE  
CROSSROADS PARK PHASE II  
May 25, 2017; 2:00 PM

2015-121-40

				BIDDER INFORMATION					
				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502		Chasco Constructors 2801 E Old Settlers Round Rock TX 78665		Barsh Company PO Box 20727 Waco TX 76702	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 14: TENNIS COURTS PARKING LOT LIGHTING									
AA14-1	100%	LS	Tennis Complex Roadway & Parking Lot Lighting, Including All Items & Appurtenances	\$ 20,475.00	\$ 20,475.00	\$ 25,000.00	\$ 25,000.00	\$ 34,895.27	\$ 34,895.27
AA14-2	800	LF	2" Schedule 40 PVC Electrical Conduit with Pull String, Including All Connections	10.50	8,400.00	32.00	25,600.00	36.34	29,072.00
AA14-3	4	EA	Hand Hole	1,081.50	4,326.00	1,300.00	5,200.00	1,486.91	5,947.64
ADD ALTERNATE 14: TENNIS COURTS PARKING LOT LIGHTING (Items AA14-1 - AA14-3)					\$ 33,201.00		\$ 55,800.00		\$ 69,914.91

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 15: BASEBALL FIELD SOD									
AA15-1	36,500	SY	Tifway 419 Bermuda Sod, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	\$ 4.04	\$ 147,460.00	\$ 4.35	\$ 158,775.00	\$ 4.63	\$ 168,995.00
AA15-2	-36,500	SY	DELETE Base Bid Part B Item 76, Sahara II Bermuda Hydromulching, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	* 0.54	(19,710.00)	1.50	(54,750.00)	* 0.44	(16,060.00)
ADD ALTERNATE 15: BASEBALL FIELD SOD (Items AA15-1 - AA15-2)					\$ 127,750.00		\$ 104,025.00		\$ 152,935.00

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 16: SOFTBALL FIELD SOD									
AA16-1	31,500	SY	Tifway 419 Bermuda Sod, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	\$ 4.04	\$ 127,338.75	\$ 4.35	\$ 137,025.00	\$ 4.64	\$ 146,160.00
AA16-2	-31,500	SY	DELETE Base Bid Part B Item 76, Sahara II Bermuda Hydromulching, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	* 0.54	(17,010.00)	1.50	(47,250.00)	* 0.44	(13,860.00)
ADD ALTERNATE 16: SOFTBALL FIELD SOD (Items AA16-1 - AA16-2)					\$ 110,328.75		\$ 89,775.00		\$ 132,300.00

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 17: SOCCER FIELD SOD									
AA17-1	71,000	SY	Tifway 419 Bermuda Sod, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	\$ 4.04	\$ 287,017.50	\$ 4.35	\$ 308,850.00	\$ 4.62	\$ 328,020.00
AA17-2	-71,000	SY	DELETE Base Bid Part B Item 76, Sahara II Bermuda Hydromulching, Including Watering, Fertilizing, & Mowing to Establish Growth (Note: Water meter will be placed in City's name, cost of water to be paid directly by City)	* 0.54	(38,340.00)	1.50	(106,500.00)	* 0.44	(31,240.00)
ADD ALTERNATE 17: SOCCER FIELD SOD (Items AA17-1 - AA17-2)					\$ 248,677.50		\$ 202,350.00		\$ 296,780.00

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
ADD ALTERNATE 18: SPORTAFENCE									
AA18-1	4,375	LF	6' Sportafence Perimeter Field Fence with Retractable Wheels, Including All Poles & Bases	\$ 94.50	\$ 413,437.50	\$ 96.00	\$ 420,000.00	\$ 112.30	\$ 491,312.50
AA18-2	-4,375	LF	DELETE Base Bid Part B Item 26, 6' Chainlink Fence including Gates, Including All Poles & Bases	* 18.09	(79,143.75)	17.00	(74,375.00)	* 20.85	(91,218.75)
ADD ALTERNATE 18: SPORTAFENCE (Items AA18-1 - AA18-2)					\$ 334,293.75		\$ 345,625.00		\$ 400,093.75

BID SUMMARY				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502	Chasco Constructors 2801 E Old Settlers Round Rock TX 78665	Barsh Company PO Box 20727 Waco TX 76702
PART A - CIVIL - (Items 1 - 63)				\$ 3,266,943.00	\$ 3,260,551.50	\$ 4,067,867.82
PART B: LANDSCAPE/SPORTS EQUIPMENT (Items 1 - 82)				\$ 4,440,339.00	\$ 5,915,622.50	\$ 5,035,074.57
PART C: ELECTRICAL (Items 1 - 13)				\$ 2,105,059.32	\$ 2,358,198.75	\$ 2,851,571.57
PART D: ARCHITECTURAL (Items 1 - 4)				\$ 2,252,658.60	\$ 2,878,000.00	\$ 2,903,896.65
TOTAL BASE BID (PARTS A - D)				\$ 12,064,999.92	\$ 14,412,372.75	\$ 14,858,410.61

ADD ALTERNATE 1: SIDEWALK WEST OF DETENTION POND (Item AA1-1)	\$ 105,567.00	\$ 95,970.00	\$ 151,312.70
ADD ALTERNATE 2: SIDEWALK WEST OF SOFTBALL FIELDS (Item AA2-1)	\$ 61,446.00	\$ 57,190.00	\$ 88,484.90
ADD ALTERNATE 3A: BATTING CAGE #1 (Items AA3A-1 - AA3A-5)	\$ 106,365.00	\$ 176,230.00	\$ 149,625.87
ADD ALTERNATE 3B: BATTING CAGE #2 (Items AA3B-1 - AA3B-5)	\$ 103,110.00	\$ 173,610.00	\$ 144,864.28
ADD ALTERNATE 4: BASEBALL & SOFTBALL FIELD PLAYGROUNDS (Items AA4-1 - AA4-6)	\$ 70,103.40	\$ 55,372.00	\$ 82,634.64
ADD ALTERNATE 5: CHAMPIONSHOP FIELD SCOREBOARDS (Items AA5-1 - AA5-2)	\$ 5,763.24	\$ (5,400.00)	\$ (1,359.60)
ADD ALTERNATE 6: PARKING LOT LIGHTS FOR BASEBALL & SOFTBALL COMPLEX (Item AA6-1)	\$ 197,717.10	\$ 230,000.00	\$ 247,223.22
ADD ALTERNATE 7: PARKING LOT LIGHTS FOR SOCCER COMPLEX (Item AA7-1)	\$ 174,300.00	\$ 210,000.00	\$ 226,462.02
ADD ALTERNATE 8A: LIGHTING FOR SOCCER FIELDS (Item AA8A-1)	\$ 621,600.00	\$ 630,000.00	\$ 772,519.85
ADD ALTERNATE 8B: LIGHTING FOR SOCCER FIELDS (Item AA8B-1)	\$ 355,244.40	\$ 360,000.00	\$ 442,824.83
ADD ALTERNATE 8C: LIGHTING FOR SOCCER FIELDS (Item AA8C-1)	\$ 559,545.00	\$ 625,000.00	\$ 746,047.16
ADD ALTERNATE 9: ENTRANCE SIGNAGE FOR BASEBALL & SOFTBALL FIELDS (Items AA9-1 - AA9-3)	\$ 60,390.75	\$ 95,475.00	\$ 74,951.03
ADD ALTERNATE 10A: TENNIS COURTS (Items AA10A-1 - AA10A-5)	\$ 242,067.00	\$ 211,830.00	\$ 242,289.14
ADD ALTERNATE 10B: TENNIS COURTS (Items AA10B-1 - AA10B-7)	\$ 265,034.70	\$ 346,222.00	\$ 275,600.67
ADD ALTERNATE 11: PAVILION WITH LARGE FAN (Items AA11-1 - AA11-8)	\$ 127,676.10	\$ 100,186.00	\$ 116,591.92
ADD ALTERNATE 12: BRICK COLUMNS AT SHADE STRUCTURES (Item AA12-1)	\$ 34,020.00	\$ 43,200.00	\$ 39,900.48
ADD ALTERNATE 13: TENNIS COURTS PARKING LOT EXTENSION (Items AA13-1 - AA13-11)	\$ 138,091.20	\$ 139,508.00	\$ 176,444.62
ADD ALTERNATE 14: TENNIS COURTS PARKING LOT LIGHTING (Items AA14-1 - AA14-3)	\$ 33,201.00	\$ 55,800.00	\$ 69,914.91
ADD ALTERNATE 15: BASEBALL FIELD SOD (Items AA15-1 - AA15-2)	\$ 127,750.00	\$ 104,025.00	\$ 152,935.00
ADD ALTERNATE 16: SOFTBALL FIELD SOD (Items AA16-1 - AA16-2)	\$ 110,328.75	\$ 89,775.00	\$ 132,300.00
ADD ALTERNATE 17: SOCCER FIELD SOD (Items AA17-1 - AA17-2)	\$ 248,677.50	\$ 202,350.00	\$ 296,780.00
ADD ALTERNATE 18: SPORTAFENCE (Items AA18-1 - AA18-2)	\$ 334,293.75	\$ 345,625.00	\$ 400,093.75
TOTAL ADD ALTERNATES (PARTS AA1 - AA18)	\$ 4,082,291.89	\$ 4,341,968.00	\$ 5,028,441.39
TOTAL BASE BID (PARTS A - D)	\$ 12,064,999.92	\$ 14,412,372.75	\$ 14,858,410.61
TOTAL ADD ALTERNATES (PARTS AA1 - AA18)	\$ 4,082,291.89	\$ 4,341,968.00	\$ 5,028,441.39
TOTAL BASE BID + ADD ALTERNATES	\$ 16,147,291.81	\$ 18,754,340.75	\$ 19,886,852.00


BID TABULATION  
CITY OF TEMPLE  
CROSSROADS PARK PHASE II  
May 25, 2017; 2:00 PM

2015-121-40

				BIDDER INFORMATION					
				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502		Chasco Constructors 2801 E Old Settlers Round Rock TX 78665		Barsh Company PO Box 20727 Waco TX 76702	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
Did Bidder Acknowledge Addendum No. 1?				YES		YES		YES	
Did Bidder Acknowledge Addendum No. 2?				YES		YES		YES	
Did Bidder Acknowledge Addendum No. 3?				YES		YES		YES	
Did Bidder Acknowledge Addendum No. 4?				YES		YES		YES	
Did Bidder Acknowledge Addendum No. 5?				YES		YES		YES	
Did Bidder Acknowledge Addendum No. 6?				YES		YES		YES	
Did Bidder provide Bid Security?				YES		YES		YES	
Did Bidder provide required documents?				YES		YES		YES	

BID AWARD CHOICES SUMMARY				Emerson Construction Company, Inc 4602 Twin City Blvd Temple TX 76502	Chasco Constructors 2801 E Old Settlers Round Rock TX 78665	Barsh Company PO Box 20727 Waco TX 76702
ITEM AWARDED?						
YES	PART A: CIVIL			\$ 3,266,943.00	\$ 3,260,551.50	\$ 4,067,867.82
YES	PART B: LANDSCAPE/SPORTS EQUIPMENT			\$ 4,440,339.00	\$ 5,915,622.50	\$ 5,035,074.57
YES	PART C: ELECTRICAL			\$ 2,105,059.32	\$ 2,358,198.75	\$ 2,851,571.57
YES	PART D: ARCHITECTURAL			\$ 2,252,658.60	\$ 2,878,000.00	\$ 2,903,896.65
YES	ADD ALTERNATE 1: SIDEWALK WEST OF DETENTION POND			\$ 105,567.00	\$ 95,970.00	\$ 151,312.70
YES	ADD ALTERNATE 2: SIDEWALK WEST OF SOFTBALL FIELDS			\$ 61,446.00	\$ 57,190.00	\$ 88,484.90
YES	ADD ALTERNATE 3A: BATTING CAGE #1			\$ 106,365.00	\$ 176,230.00	\$ 149,625.87
YES	ADD ALTERNATE 3B: BATTING CAGE #2			\$ 103,110.00	\$ 173,610.00	\$ 144,864.28
YES	ADD ALTERNATE 4: BASEBALL & SOFTBALL FIELD PLAYGROUNDS			\$ 70,103.40	\$ 55,372.00	\$ 82,634.64
YES	ADD ALTERNATE 5: CHAMPIONSHOP FIELD SCOREBOARDS			\$ 5,763.24	\$ (5,400.00)	\$ (1,359.60)
YES	ADD ALTERNATE 6: PARKING LOT LIGHTS FOR BASEBALL & SOFTBALL COMPLEX			\$ 197,717.10	\$ 230,000.00	\$ 247,223.22
YES	ADD ALTERNATE 7: PARKING LOT LIGHTS FOR SOCCER COMPLEX			\$ 174,300.00	\$ 210,000.00	\$ 226,462.02
YES	ADD ALTERNATE 8A: LIGHTING FOR SOCCER FIELDS			\$ 621,600.00	\$ 630,000.00	\$ 772,519.85
YES	ADD ALTERNATE 8B: LIGHTING FOR SOCCER FIELDS			\$ 355,244.40	\$ 360,000.00	\$ 442,824.83
YES	ADD ALTERNATE 8C: LIGHTING FOR SOCCER FIELDS			\$ 559,545.00	\$ 625,000.00	\$ 746,047.16
YES	ADD ALTERNATE 9: ENTRANCE SIGNAGE FOR BASEBALL & SOFTBALL FIELDS			\$ 60,390.75	\$ 95,475.00	\$ 74,951.03
YES	ADD ALTERNATE 10A: TENNIS COURTS			\$ 242,067.00	\$ 211,830.00	\$ 242,289.14
YES	ADD ALTERNATE 10B: TENNIS COURTS			\$ 265,034.70	\$ 346,222.00	\$ 275,600.67
YES	ADD ALTERNATE 11: PAVILION WITH LARGE FAN			\$ 127,676.10	\$ 100,186.00	\$ 116,591.92
YES	ADD ALTERNATE 12: BRICK COLUMNS AT SHADE STRUCTURES			\$ 34,020.00	\$ 43,200.00	\$ 39,900.48
YES	ADD ALTERNATE 13: TENNIS COURTS PARKING LOT EXTENSION			\$ 138,091.20	\$ 139,508.00	\$ 176,444.62
YES	ADD ALTERNATE 14: TENNIS COURTS PARKING LOT LIGHTING			\$ 33,201.00	\$ 55,800.00	\$ 69,914.91
YES	ADD ALTERNATE 15: BASEBALL FIELD SOD			\$ 127,750.00	\$ 104,025.00	\$ 152,935.00
YES	ADD ALTERNATE 16: SOFTBALL FIELD SOD			\$ 110,328.75	\$ 89,775.00	\$ 132,300.00
YES	ADD ALTERNATE 17: SOCCER FIELD SOD			\$ 248,677.50	\$ 202,350.00	\$ 296,780.00
YES	ADD ALTERNATE 18: SPORTAFENCE			\$ 334,293.75	\$ 345,625.00	\$ 400,093.75
TOTAL AWARDED BID				\$ 16,147,291.81	\$ 18,754,340.75	\$ 19,886,852.00
LOWEST BIDDER						

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

  
R. David Patrick, PE, CFM  
Kasberg, Patrick & Associates, LP

5-30-17  
Date



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,  
TEXAS, REJECTING CONSTRUCTION BIDS RECEIVED ON MAY 25,  
2017 FOR CROSSROADS PARK PHASE II; AND PROVIDING AN  
OPEN MEETINGS CLAUSE.

---

**Whereas,** the Crossroads Park Phase I improvements, consisting of substantially all of the site work and construction of a detention pond, is substantially complete;

**Whereas,** Phase II improvements consist of the finish-out of the park with the following amenities: (1) 4-field baseball complex with a restroom/concession facility, (2) 4-field softball complex with a restroom/concession facility, (3) 8-field soccer complex with a restroom/concession facility, (4) tennis courts, (5) disc golf course, (6) 4,000 SF maintenance building, (7) playground, and (8) trail;

**Whereas,** on May 25, 2017, the City received three bids for the construction of Crossroads Park Phase II improvements ranging from a low base bid of \$12,064,999.92 to a high bid of \$14,858,410.61 – all bids received are over budget and higher than the engineer's opinion of probable cost;

**Whereas,** per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids;

**Whereas,** Staff recommends Council reject all construction bids received for Crossroads Park Phase II – this will allow the design team and Staff time to pursue a more cost effective plan for acquiring the construction of Crossroads Park Phase II; 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 rejects all construction bids received on May 25, 2017 for Crossroads Park Phase II.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

---

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

09/21/17  
Item #3(AA)  
Consent Agenda  
Page 1 of 1

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

Kevin Beavers, Parks & Recreation Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing change order #5 to the Pepper Creek Trail Extension Project with TTG Utilities, LP, of Gatesville in the net deductive amount of \$53,977.80.

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

**ITEM SUMMARY:** Approval of this item will allow for the true-up of several construction line items based on actual quantities constructed for the Pepper Creek Trail Extension Project from SH36 to McLane Parkway.

On July 7, 2016, Council authorized a construction contract with TTG Utilities in the amount of \$1,632,357 for the extension of Pepper Creek Trail to the north by 2.4 miles with associated drainage and rest area amenities. To date, change order #1 - #4 have been executed totaling \$133,732.94, making the revised construction contract value \$1,766,089.94. Staff is recommending the execution of attached change order #5 in the net deductive amount of \$53,977.80, making a revised and final contract value of \$1,712,112.14.

**FISCAL IMPACT:** The savings from the deductive change order for TTG Utilities, LP in the amount of \$53,977.80 for the Pepper Creek Trail will be realized in accounts 795-9500-531-6865, project 101002, as follows:

	<u>795-9500-531-6865</u>	<u>795-9800-531-6865</u>	<u>Total</u>
Project Budget	\$ 1,850,000	\$ 454,900	\$ 2,304,900
Encumbered/Committed to Date	(1,689,538)	(454,900)	(2,144,438)
<b>TTG Utilities, LP, Change Order #5</b>	<b>53,978</b>	<b>-</b>	<b>53,978</b>
<b>Remaining Project Funds</b>	<b>\$ 214,440</b>	<b>\$ -</b>	<b>\$ 214,440</b>

The remaining project funds have been allocated to construct a parking lot for the Pepper Creek Trail.

### **ATTACHMENTS:**

[Change Order #5](#)  
[Resolution](#)

# CHANGE ORDER

PROJECT: PROPOSED PEPPER CREEK TRAIL EXTENSION SH 36/AIRPORT ROAD TO MCLANE PARKWAY  
 OWNER: City of Temple  
 CONTRACTOR: TTG UTILITIES LP  
 ENGINEER: Kasberg, Patrick & Associates  
 CHANGE ORDER #: 5

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

ADD		Proposal			
Item	Description	Unit	Quantity	Unit Price	Extended Amount
10	Furnish, Install, Maintain & Remove Silt Fence as required	LF	730	\$ 2.45	\$ 1,788.50
15	30" Diameter RCP, Class III, Including Bedding & Backfill	LF	18	140.00	2,520.00
ADD Total					\$ 4,308.50

DELETE		Proposal			
Item	Description	Unit	Quantity	Unit Price	Extended Amount
9	Provide DVD of ROW pre-construction & post construction site conditions for total project	LS	-100%	\$ 750.00	\$ (750.00)
11	Furnish, Install, Maintain & Remove Rock Berm as required in the Stormwater Pollution Prevention Plan	LF	-285	32.50	(9,262.50)
13	Barbed Wire Fencing	LF	-320	11.50	(3,680.00)
14	Guardfence Railing per the Details	LF	-54	83.00	(4,482.00)
CO2-14	Guardfence Railing	LF	-20	83.00	(1,660.00)
16	12-Inch Diameter Rock Riprap	SY	-148	31.00	(4,588.00)
22	12-Foot Wide Concrete Hike & Bike Trail per Detail	SY	-326	45.50	(14,833.00)
39	Class A Concrete	CY	-17.8	255.00	(4,540.00)
CO2-39	Class A Concrete	CY	-29.5	255.00	(7,522.50)
40	Concrete Riprap	SY	-27	45.00	(1,215.00)
CO2-2	Furnish & Install 6' Wide Concrete Trail	LF	-70	82.19	(5,753.30)
DELETE Total					\$ (58,286.30)

Change Order Total \$ (53,977.80)

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

Original Contract Amount	\$ 1,632,357.00
Previous Net Change in Contract Amount	\$ 133,732.94
Net Change in Contract Amount	\$ (53,977.80)
Revised Contract Amount	\$ 1,712,112.14
Original Contract Time	240
Previous Net Change in Contract Time	30
Net Change in Contract Time	0
Revised Contract Time	270
Original Final Completion Date	April 14, 2017
Revised Final Completion Date	May 14, 2017

Recommended By:

Project Manager (City Staff)

Date

Agreed to:

*Dawn L. Jones*

Contractor

Date

Approved as to form:

City Attorney's Office

Date

Recommended by:

*[Signature]*

Architect/Engineer

Date

Approved by City of Temple:

Brynn Myers

Interim City Manager

Approved by Finance Department

Finance

Date

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CHANGE ORDER NO. 5 TO THE CONSTRUCTION CONTRACT WITH TTG UTILITIES, LP OF GATESVILLE, TEXAS IN THE NET DEDUCTIVE AMOUNT OF \$53,977.80, FOR THE PEPPER CREEK TRAIL EXTENSION PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on July 7, 2016, Council authorized a construction contract with TTG Utilities, LP of Gatesville, Texas for the extension of Pepper Creek Trail to the north by approximately 2.4 miles with associated drainage and rest area amenities;

**Whereas**, this change order will also allow for the true-up of several construction items based on actual quantities used for the Pepper Creek Trail Extension Project from State Highway 36 to McLane Parkway;

**Whereas**, the savings from this deductive change order for the Pepper Creek Trail Extension Project will be realized in Account No. 795-9500-531-6865, Project No. 101002;

**Whereas**, funding for change order number 5 is available in Account Nos. 795-9800-531-6865 and 795-9500-531-6865, Project No. 101002;

**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. 5 in the net deductive amount of \$53,997.80, with TTG Utilities, LP of Gatesville, Texas for the Pepper Creek Trail Extension 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

09/21/17  
Item #3(BB)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing change order #2 to the construction contract with Patin Construction, LLC, of Taylor in the amount of \$49,770 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 installation of hydromulch at Crossroads Park in areas prone to erosion where topsoil has been recently installed by Patin. The primary areas where erosion control is needed is on the slopes surrounding the baseball and softball complexes.

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. On September 7, 2017, Council authorized Change Order #1 to Patin's contract in the amount of \$227,000. As outlined in the attached proposed Change Order #2, Patin Construction will provide installation of 31,500 square yards of Flexterra, a hydromulching product, to prevent erosion of key areas that have recently been spread with top soil.

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

**FISCAL IMPACT:** Funding for change order #2 with Patin Construction, LLC in the amount of \$49,770 is funded with the Parks GO Bonds in account 362-3500-552-6402, project 101311, as follows:

	<b><u>362-3500-552-6402</u></b>	<b><u>795-9500-531-6867</u></b>	<b><u>Total</u></b>
	<b><u>101311</u></b>	<b><u>795-9800-531-6867</u></b>	
	<b><u>101005</u></b>		
Project Budget	\$ 11,900,000	\$ 5,925,000	\$ 17,825,000
Encumbered/Committed to Date	(3,887,980)	(2,814,042)	(6,702,022)
<b>Patin Construction, LLC – C.O. #2</b>	<b>(49,770)</b>	<b>-</b>	<b>(49,770)</b>
<b>Remaining Project Funds</b>	<b>\$ 7,962,250</b>	<b>\$ 3,110,958</b>	<b>\$ 11,073,208</b>

The remaining project funds will be used to construct Phase II of the project.

**ATTACHMENTS:**

[Change Order #2](#)  
[Resolution](#)

# CHANGE ORDER

PROJECT: CROSSROADS PARK PHASE I - GRADING & UTILITIES

OWNER: City of Temple

CONTRACTOR: Patin Construction LLC

ENGINEER: Kasberg, Patrick & Associates

CHANGE ORDER #: 2

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	
CO2-1	Furnish & Install Hydromulch with Flexible Growth Medium	31,500	SY	\$ 1.58	\$ 49,770.00	
				<b>Add Total</b>	<b>\$ 49,770.00</b>	

**Change Order Total \$ 49,770.00**

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	\$ 227,000.00
Net Change in Contract Amount	\$ 49,770.00
Revised Contract Amount	\$ 5,526,669.50
Original Contract Time	180 days
Previous Net Change in Contract Time	80 days
Net Change in Contract Time	30 days
Revised Contract Time	290 days
Original Final Completion Date	June 29, 2017
Revised Final Completion Date	October 17, 2017

Recommended By:

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

Agreed to:

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form:

City Attorney's Office \_\_\_\_\_ Date \_\_\_\_\_

Recommended by:

 9/14/17  
Engineer \_\_\_\_\_ Date \_\_\_\_\_

Approved by City of Temple:

Brynn Myers \_\_\_\_\_ Date \_\_\_\_\_  
Interim City Manager  
Approved by Finance Department

Finance \_\_\_\_\_ Date \_\_\_\_\_

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 WITH PATIN CONSTRUCTION, LLC OF TAYLOR, TEXAS IN THE AMOUNT OF \$49,770, FOR THE CONSTRUCTION OF CROSSROADS PHASE I PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

**Whereas**, on September 7, 2017, Council authorized Change Order No. 1 to the contract 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;

**Whereas**, this change order will provide installation of approximately 31,500 square yards of Flexterra, a hydromulching product, used to prevent erosion of key areas that have recently been spread with top soil;

**Whereas**, funding for this change order is funded with the Parks GO Bonds – funds are available in Account No. 362-3500-552-6402, Project No. 101311;

**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. 2 to, in the amount of \$49,770, with Patin Construction, LLC of Taylor, Texas for the construction of the Crossroads Park 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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(CC)  
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 for rejecting the Water Treatment Plant Chlorine Storage Safety Improvements Project construction bid received on August 16, 2017.

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

**ITEM SUMMARY:** The City of Temple owns and operates the Temple Water Treatment Plant (WTP) located in the southwest portion of town, adjacent to the Leon River. The WTP utilizes chlorine gas and liquid ammonium sulfate to form chloramines in the treated water process for proper disinfection. The chlorine building was constructed in 1977 with the last expansion in 2003 to accommodate adequate storage space for the required number of supply of one-ton chlorine cylinders as required by the Texas Commission on Environmental Quality. A chlorine scrubber system is currently used to extract the chlorine gas from the air inside the building in the event of a chlorine leak.

Due to the corrosive environment caused by chlorine, existing safety and operational equipment are in need of upgrade to provide adequate protection for employees and the public. Furthermore, identified improvements address safety precautions, operations and monitoring components outlined in the U.S. EPA Risk Management Plan Regulations, in which the City is required to participate according to Section 112(r) of the Clean Air Act Amendments.

On March 10, 2016, the City of Temple executed a three month agreement for professional services with Kasberg, Patrick & Associates, LP (KPA), in the not to exceed amount of \$24,220 to complete a hazard assessment of the chlorine storage building. This contract culminated in a final signed and sealed engineering technical memorandum (TM) delivered in late August 2016, and included OPC recommendations in the amount of \$650,000 for making long-term safety and operational improvements. On October 16, 2016, the Council adopted a resolution authorizing a four month professional services contract with Kasberg, Patrick and Associates, LP (KPA), for final design and bid phase services for this work, in the not to exceed amount of \$56,760, with expected bidding and construction phase work to occur during the spring of 2017.

Final engineered plans were provided in May 2017 developed with specifications and recommendations identified in the Engineer's final TM dated August 25, 2016. A final updated estimate was received on July 31, 2017, at the request of the City, showing that the project cost had increased to \$936,594, excluding the cost of any construction phase services. The Engineer recommended providing additional time to the nine contractors and plan holders and delayed the bid, indicating that a change in date would not adversely affect the intended outcome of receiving multiple competitive bids.

On August 16, 2017, the City received one bid in the amount of \$933,000 for construction of the project. Due to the significant cost of the submitted bid 30% higher than the Engineer's original OPC, staff requested additional information and cost savings options from the Engineer that would have little impact to the original scope of the work. As stated in the attached letter, two components were identified that could potentially reduce construction costs by \$99,150. Based upon timing of releasing the bid, the current bid climate, and impact to budget, engineer staff recommends rejecting the bid.

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

**ATTACHMENTS:**

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

# BID TABULATION

2016-148-40

## CITY OF TEMPLE

### WATER TREATMENT PLANT - CHLORINE STORAGE SAFETY IMPROVEMENTS

August 16, 2017; 2:00 PM

#### BIDDER INFORMATION

Matous Construction Ltd  
8602 North Hwy 317  
Belton TX 76513

Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount
<b>BASE BID</b>					
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 47,000.00	\$ 47,000.00
2	100%	LS	Removal & Salvage to City of Existing Chlorine Shutoff Valves	10,000.00	10,000.00
3	14	EA	Furnish & Install Emergency Valve Shutoff System at EA of the 14 ton cylinders, including modification of existing pigtail connection	5,750.00	80,500.00
4	3	EA	Furnish & Install Controller for Emergency Valve Shutoff System, including electrical & controls to Controllers & from Controller to EA Shutoff Valve	18,400.00	55,200.00
5	100%	LS	Remove & dispose of existing Spare Cylinder Cradle Blocks	10,000.00	10,000.00
6	26	EA	Furnish & Install new Trunnion Rollers for Spare Cylinder Storage (2 rollers per cylinder)	775.00	20,150.00
7	100%	LS	Remove & dispose of existing Chlorine Weigh Scales (2), including weigh indicators	9,000.00	9,000.00
8	14	EA	Furnish & Install Chlorine Weigh Scales (1 for EA cylinder of the active headers) including weigh indicator & electrical/SCADA components to allow integration of scales to existing computer system	5,750.00	80,500.00
9	100%	LS	Building Modifications on East & West Faces of Building to allow better "sealing" of structure during a potential chlorine leak, as shown on the Plans	13,000.00	13,000.00
10	100%	LS	Enlisting the services of a qualified Crane installer/service company to modify and/or replace existing Crane & Hoist with Variable Speed Units as detailed in the Plans	33,000.00	33,000.00
11	100%	LS	HVAC Modifications as shown on the plans & detailed in the specifications consisting of removing & replacing existing Louvers & Supply Fans	33,000.00	33,000.00
12	100%	LS	Removal & disposal of Existing Chlorine Scrubber System, including FRP Ductwork & Modifications to Caustic Fill Line	20,000.00	20,000.00
13	100%	LS	Furnishing & Installing Dry Chemical Scrubber including Concrete Modifications, FRP Ductwork Modifications & applicable electrical, controls & SCADA (integration into Emergency Valve Shutoff System) improvements necessary for full operation	234,150.00	234,150.00
14	100%	LS	Furnish & Install Lighting Modifications within Chlorine Storage Building as detailed on the Plans & in the Specifications	8,000.00	8,000.00
15	100%	LS	Furnish & Install new Chlorine Sensors in Chlorine Storage Building, Pipe Gallery & Chlorine Dioxide area & audible/visual alarms, including necessary electrical, controls & SCADA modifications to allow monitoring & shutdown of Emergency Shutoff Valves	48,000.00	48,000.00
16	100%	LS	Electrical, Controls & SCADA Improvements required to facilitate a fully functioning system complete with automatic shutoffs, remote monitoring & integration into City's existing SCADA system	230,000.00	230,000.00
17	100%	LS	Provide Project Record Drawings (As Builts)	1,500.00	1,500.00
<b>BASE BID AMOUNT - (Items 1 - 17)</b>					<b>\$ 933,000.00</b>

Did Bidder Acknowledge Addendum No. 1?	YES
Did Bidder Acknowledge Addendum No. 2?	YES
Did Bidder provide Bid Security?	YES
Did Bidder provide required documents?	YES

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

*Thomas D. Valle*

Thomas D. Valle, PE

Kasberg, Patrick & Associates, LP

*August 17, 2017*

Date



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, REJECTING ALL CONSTRUCTION BIDS RECEIVED ON AUGUST 16, 2017 FOR THE WATER TREATMENT PLANT CHLORINE STORAGE SAFETY IMPROVEMENTS PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple owns and operates the Temple Water Treatment Plant (WTP) located in the southwest portion of town, adjacent to the Leon River - this plant utilizes chlorine gas and liquid ammonium sulfate to form chloramines in the treated water process for proper disinfection;

**Whereas**, the chlorine building was constructed in 1977 with the last expansion in 2003 to accommodate adequate storage space for the required number of supply of one-ton chlorine cylinders as required by the Texas Commission on Environmental Quality - a chlorine scrubber system is currently used to extract the chlorine gas from the air inside the building in the event of a chlorine leak;

**Whereas**, due to the corrosive environment caused by chlorine, existing safety and operational equipment are in need of upgrade to provide adequate protection for employees and the public – these identified improvements will address safety precautions, operations and monitoring components outlined in the U.S. EPA Risk Management Plan Regulations, in which the City is required to participate according to Section 112(r) of the Clean Air Act Amendments;

**Whereas**, on March 10, 2016, the City executed a three month agreement for professional services with Kasberg, Patrick & Associates, LP (KPA), to complete a hazard assessment of the chlorine storage building which culminated in a final signed and sealed engineering technical memorandum delivered in late August 2016;

**Whereas**, on October 16, 2016, Council adopted a Resolution authorizing a four month professional services contract with KPA for final design and bid phase services for this work, in the not to exceed amount of \$56,760, with expected bidding and construction phase work to occur during the spring of 2017;

**Whereas**, final engineered plans were provided in May 2017 which were developed with specifications and recommendations identified in the Engineer's final technical memorandum dated August 25, 2016 and a final updated estimate was received on July 31, 2017, at the request of the City, showing that the project cost had increased to \$936,594, excluding the cost of any construction phase services;

**Whereas**, on August 16, 2017, the City received one bid in the amount of \$933,000 for construction of the project and due to the significant cost of the submitted bid which was 30% higher than the Engineer's original OPC, Staff requested additional information and cost savings options from the Engineer that would have little impact to the original scope of the work;

**Whereas**, based upon timing of releasing the bid, the current bid climate, and impact to the City budget, Staff and KPA recommends Council reject the construction bid received on August 16, 2017 for the Water Treatment Plant Chlorine Storage Safety Improvements Project; and

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

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

**Part 1: 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 rejects the construction bid received on August 16, 2017 for the Water Treatment Plant Chlorine Storage Safety Improvements 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 **21<sup>st</sup>** 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

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09/21/17  
Item #3(DD)  
Consent Agenda  
Page 1 of 1

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

Floyd Mitchell, Chief of Police

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a Memorandum of Understanding with the City of Killeen and Bell County to establish the rights, duties, administration and division of funds received under the 2017 Edward Byrne Memorial Justice Assistance Grant program Award.

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

**ITEM SUMMARY:** The Department of Justice has made a grant award of \$76,296. The City of Killeen will administer the grant and will accept an administration fee of 10% of the grant award in the amount of \$7,630. The remaining \$68,666 will be allocated to Bell County, Killeen, and Temple as follows:

Bell County - 30%	\$ 20,600
City of Killeen - 45%	30,899
City of Temple - 25%	17,167
<b>TOTAL</b>	<b>\$ 68,666</b>

The Department intends to use these grant funds to replace an ageing dual purpose patrol canine. The canine that will be replaced is an eight year old Belgian Malinois named Levi, who is trained in both patrol work and narcotic detection. Due to his age and years of service, this canine is beginning to show performance limitations due to the physical demands of a police canine. The performance limitations include; endurance and joint soreness and mobility. The funds will cover the cost for the canine, handler training, and equipment.

Pursuant to the terms of the grant, the parties agree to expend the \$76,296 from the 2017 Edward Byrne Memorial Justice Assistance Grant Program by a date not later than forty eight months after the project start date of October 1, 2016.

**FISCAL IMPACT:** A budget adjustment is being presented to Council for approval to appropriate funding in the amount of \$17,167 in account 260-2000-521-6211, project 101779, for the acquisition of a replacement canine to include all training and equipment necessary to prepare the canine for duty. There are no City matching funds required for the grant.

### **ATTACHMENTS:**

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

FY 2017

## BUDGET ADJUSTMENT FORM

Use this form to make adjustments to your budget. All adjustments must balance within a Department.  
**Adjustments should be rounded to the nearest \$1.**

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
260-0000-431-01-63		Federal Grants	\$ 17,167			
260-2000-521-62-11	101779	Capital Equipment/Instruments/Special Equipment	17,167			
TOTAL.....			\$ 34,334		\$ -	

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

Appropriate funds to purchase a dual purpose police patrol canine, to include the cost of the canine, travel and training for the handler and canine, canine protective vest, training equipment, and other supplies necessary for field deployment, for \$17,167 available from the FY 2017 Edward Byrne Justice Assistance Grant (JAG).

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

<b>X</b>	Yes
----------	-----

☐ No

DATE OF COUNCIL MEETING

9/21/2017

WITH AGENDA ITEM?

☒ Yes☐ No

Department Head/Division Director

Date \_\_\_\_\_

☐ Approved

☐ Disapproved

Finance

Date \_\_\_\_\_

☐ Approved

☐ Disapproved

City Manager

Date \_\_\_\_\_

☐ Approved

☐ Disapproved

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEMPLE, THE CITY OF KILLEEN AND BELL COUNTY TO ESTABLISH THE RIGHTS, DUTIES, ADMINISTRATION AND DIVISION OF FUNDS RECEIVED UNDER THE 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Department of Justice has made a grant award of \$76,296 and these funds are to be used to fund state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any or more of the following purposes: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment programs; and/or planning evaluation and technology improvement programs;

**Whereas**, the City of Killeen will administer the grant and will accept an administration fee of 10% of the grant award in the amount of \$7,630, with the remaining amount to be allocated to Bell County, Killeen and Temple as follows: Bell County - \$20,600 (or 30%), the City of Killeen - \$30,899 (or 45%), and the City of Temple - \$17,167 (or 25%);

**Whereas**, pursuant to the terms of the grant, the parties agree to expend the \$76,296 from the 2017 Edward Byrne Memorial Justice Assistance Grant Program by a date not later than forty-eight months after the project start date of October 1, 2017;

**Whereas**, the Department intends to use these grant funds to replace an ageing dual purpose patrol canine which will replace an eight year old Belgian Malinois named Levi, who is trained in both patrol work and narcotic detection;

**Whereas**, due to the age and years of service of Levi, he is beginning to show performance limitations which include endurance and joint soreness and mobility, due to the physical demands of a police canine;

**Whereas**, funds are available for this grant award, but an amendment to the fiscal year 2017 budget needs to be approved to appropriate funding for the new canine, training and equipment in Account No. 260-2000-521-6211, Project No. 101779; 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, to execute a Memorandum of Understanding with the City of Temple, City of Killeen and Bell County, after approval as to form by the City Attorney, to establish the rights, duties, administration and division of funds received under the 2017 Edward Byrne Memorial Justice Assistance Grant Program Award.

**Part 3:** The City Council authorizes an amendment to the fiscal year 2017 budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

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

PASSED AND APPROVED this the **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(EF)  
Consent Agenda  
Page 1 of 1

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

Kevin Beavers, CPRP, Parks and Recreation Director

**ITEM DESCRIPTION:** Consider adopting a resolution approving a Memorandum of Understanding with the Bell/Lampasas Counties Community Supervision and Corrections Department in the amount of \$7,500.

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

**ITEM SUMMARY:** The CSCD administers a community service program for the Temple Parks and Recreation Department. CSCD provides supervision for 18 – 20 probationers performing community service projects on Saturdays and Sundays for fifty weekends per year. CSCD also provides a van, gasoline, simple tools, trash bags and water during these projects.

The Parks and Recreation Department has utilized this service for many different projects in the past ranging from litter removal along roads and streets within Temple, replacing mulch in playground areas, weeding planter areas, beautification projects and minor park maintenance projects.

This has been a very successful and beneficial relationship for everyone involved.

**FISCAL IMPACT:** Funding in the amount of \$7,500 for this agreement is available in the Parks' Department FY 2018 Operating Budget, account 110-3500-552-2623.

### **ATTACHMENTS:**

[Memorandum of Understanding  
Resolution](#)

**Memorandum of Understanding**  
**Between the**  
**Bell/Lampasas Counties Community Supervision & Corrections Department**  
**Parks and Recreation Department - City of Temple**

This memorandum of understanding is entered into between the Bell/Lampasas Counties Community Supervision and Corrections Department (hereinafter referred to as "CSCD"), the Parks and Recreation Department - City of Temple (hereinafter referred to as "Parks and Recreation Department") in order to administer a community service project for the Parks and Recreation Department.

**I.**

The Parks and Recreation Department has agreed to dedicate \$7,500.00 toward a community service project to maintain and enhance the parks and leisure services in the City of Temple.

**II.**

The CSCD has agreed to furnish one or more individuals to supervise the performance of community service projects for the beautification of the City of Temple. The individual(s) shall be utilized for ten hours during fifty weekends in the year. Four hours per Saturday and Sunday shall involve direct supervision of the performance of community service at project sites and two hours shall involve administrative matters, e.g., logistics and completion of necessary paperwork. In addition, the CSCD will contribute a van, gasoline, simple tools, trash bags and water in furtherance of this understanding.

**III.**

The CSCD will also make every diligent effort to have approximately 18 to 20 probationers report every Saturday and a same number report every Sunday to perform community service in accordance with this understanding. Employees with the Parks and Recreation Department will select teams of probationers to maintain various park and recreation sites, plant trees, shrubs, and flowers at locations throughout the city and perform right-of-way clean up.

**IV.**

The services provided under this understanding will be limited to the beautification of the City of Temple and the maintenance of the park system and leisure services in said city.

However on occasion members of the Temple police department may utilize the labor of probationers to remove public nuisances and to clean up surveillance sites. The community service projects administered under this grant shall be for civic improvements to the entire city and shall not be for the direct personal benefit of any private individual.

#### V.

The supervisor(s) furnished under this understanding shall be compensated at a rate of \$15.00 per hour. However, no more than a total of ten hours shall be billed per week. The supervisor(s) shall submit a report each week to the community service coordinator of the CSCD listing the various community service sites where work was performed, the names of probationers who participated in the beautification program during the previous weekend, and the number of hours they worked.

#### VI.

At the end of every month, the CSCD shall forward a report to the Parks and Recreation Department indicating the number of hours the supervisor(s) worked under this agreement. This report shall serve as an invoice for payment for the services of the supervisor. It shall be the responsibility of the Parks and Recreation Department to compensate the supervisor(s) in the same manner as other service providers are compensated through the Parks and Recreation Department.

#### VII.

The CSCD will provide the Parks and Recreation Department a year end report summarizing the total hours of service performed, indicating the yearly number of probationers who participated in this program, and describing the improvements made pursuant to this understanding. This year end report shall also indicate the aggregate value of the labor provided under this understanding.

#### VIII.

The CSCD, and the Parks and Recreation Department shall have the right to inspect all community service projects funded under this understanding and to observe the performance of any and all probationers/defendants at the project sites at all reasonable times and places.

#### IX.

The CSCD, and the Parks and Recreation Department shall for all purposes under this agreement be independent contractors. No party shall be deemed an employee, agent or representative of the other party and no party shall have authority to incur any obligation or make any representation on behalf of any other party.

X.

Any and all expenses incurred in the furtherance of and performance of this memorandum of understanding shall be borne by the party that incurred them.

No party shall be responsible or liable in whole or in part for the acts or omissions of another party, its agents, servants or employees.

No party to this understanding shall be required to indemnify the other or hold another harmless against any claim of any kind, including any claim asserted by a third party against a party to this understanding, resulting from an act or omission of a probationer/defendant who participated in a community service project funded under this grant.

Each party is responsible for determining the need for and for procuring any insurance that it may deem necessary in order to protect or indemnify itself from the consequences of any possible legal liability that it may incur in the performance of this understanding.

XI.

It is understood that the employees of the CSCD or individuals acting as agents of the CSCD are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this memorandum of understanding. The Parks and Recreation Department warrant that no employee or agent of the CSCD has been retained to solicit or secure this memorandum and that the Parks and Recreation Department has paid or agreed to pay any employee of the CSCD any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the signing of this memorandum or as an inducement for entering into this memorandum. The unauthorized offering or receipt of such payments may result in the immediate termination of this memorandum of understanding.

The term of this memorandum of understanding shall be for one year. However, this memorandum can be extended upon the mutual consent of all parties. In addition, this memorandum can be terminated earlier upon written notification of either party to that effect.

This Memorandum of Understanding is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Mr. Todd Jermstad  
Director  
Bell/Lampasas Counties Community  
Supervision & Corrections Department

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Mr. Jonathan Graham  
City Manager  
City of Temple

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING WITH BELL AND LAMPASSAS COUNTIES COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT IN THE AMOUNT OF \$7,500, FOR A COMMUNITY SERVICE PROGRAM FOR THE TEMPLE PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the Community Supervision and Corrections Department (CSCD) administers a community service program for the Temple Parks and Recreation Department to help beautify the City;

**Whereas,** CSCD provides supervision for 18-20 probationers performing community service projects on Saturdays and Sundays for fifty weekends per year - CSCD also provides a van, gasoline, simple tools, trash bags and water during these projects;

**Whereas,** the Parks and Recreation Department has utilized this service for many different projects in the past, ranging from litter removal along trails and streets within Temple, replacing mulch in playground areas, weeding planter areas, beautification projects, and minor park maintenance projects;

**Whereas,** Staff has been very pleased with the community service program and believes it to be a very successful and beneficial relationship for everyone involved;

**Whereas,** funding for this Memorandum of Understanding is authorized in 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 Memorandum of Understanding with Bell and Lampasas Counties Community Supervision and Corrections Department in the amount of \$7,500.00, for a community service program for the Temple Parks and Recreation Department.

**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 **21<sup>st</sup>** day of **September**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #3(FF)  
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 \$4,836,156.

**ATTACHMENTS:**

[Budget Amendments](#)  
[Resolution](#)

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2017 BUDGET**  
**September 21, 2017**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-3300-519-2585		Other Services / Economic Dev Agreements	\$ 41,686	
110-0000-352-1345		Designated Capital Projects - Unallocated		\$ 41,686
To appropriate additional funding for the Chapter 380 Agreement with Buc-ee's.				
110-2011-521-2516		Other Services / Judgments & Damages	\$ 784	
110-2031-521-2516		Other Services / Judgments & Damages	\$ 8,359	
110-2032-521-2516		Other Services / Judgments & Damages	\$ 2,664	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 11,807
To appropriate funds from Bell County for damages to asset # 13721, as well as, insurance proceeds from TML for damages to asset # 13715 and asset # 13851.				
110-3500-552-2214		Capital < \$5,000 / Buildings & Grounds	\$ 2,630	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 2,630
To appropriate insurance proceeds for the replacement of stolen art piece (bronze pig) in Oak Creek Park.				
110-1500-515-1150		Salaries / Separation Pay/Vac-Sick- Comp	\$ 119,688	
110-1500-515-1127		Salaries / Separation Pay Accrual	\$ 55,044	
110-0000-352-1345		Designated Capital Projects - Unallocated		\$ 174,732
To appropriate funds to cover the additional separation pay and adjustment for vacation & sick leave accrual for General Fund employees.				
110-3610-560-2191		Supplies / FEMA Supplies	\$ 783	
110-3620-560-1119		Salaries / Overtime	\$ 20,485	
110-0000-461-0830		Other / Other Revenue		\$ 21,268
To appropriate reimbursement of personnel time and expenditures incurred from AirMed International, LLC for the duration of their stay at Airport from 08/29/17 through 09/05/17.				
520-5400-535-6361	101201	Capital Bldgs & Grnds / Sewer Line Replacement - Old Town South Sewer	\$ 2,300,000	
520-5100-535-6310	101591	Capital Bldgs & Grnds / Bldgs & Grnds - WTP Chlorine Storage Safety Improvements	\$ 650,000	
520-5200-535-6357	101606	Capital Bldgs & Grnds / Water Line Improvements - Kegley Utilities, Phase 2 (TCIP)	\$ 502,000	
520-5000-535-6369	101558	Capital Bldgs & Grnds / Approach Mains - FY 2017 Approach Mains		\$ 11,059
520-5100-535-6310	101179	Capital Bldgs & Grnds / Bldgs & Grnds - Cycle Stop Valves or Variable Frequency Drive Units		\$ 99,150
520-5100-535-6211	101181	Capital Eqpt / Instruments/Special Eqpt - FY 2017 Replacement Parts for Membrane Plant		\$ 50,000
520-5100-535-6211	101418	Capital Eqpt / Instruments/Special Eqpt - FY 2016 Replacement Parts for Membrane Plant		\$ 59,198
520-5100-535-6310	101419	Capital Bldgs & Grnds / Bldgs & Grnds - FY 2016 Membrane Modules		\$ 77,079
520-5100-535-6310	101569	Capital Bldgs & Grnds / Bldgs & Grnds - FY 2017 Repair/Replace Pumps, Drive and Valve		\$ 50,000
520-5100-535-6310	101571	Capital Bldgs & Grnds / Bldgs & Grnds - WTP Clarifiers #1 & #2 Rehabilitation		\$ 163,361
520-5100-535-6310	101089	Capital Bldgs & Grnds / Bldgs & Grnds - Generator Installation at Critical BPS		\$ 171,333
520-5200-535-6357	101435	Capital Bldgs & Grnds / Water Line Improvements - FY 2016 WL Improvements		\$ 146,998
520-5200-535-6357	101227	Capital Bldgs & Grnds / Water Line Improvements - FY 2015 WL Improvements		\$ 142,819
520-5400-535-6361	101439	Capital Bldgs & Grnds / Sewer Line Replacement - FY 2016 SL Improvements		\$ 48,223
520-5400-535-6359	101562	Capital Bldgs & Grnds / In-House SL Replacement - FY 2017 Install Man Holes		\$ 20,000
520-5400-535-6359	101559	Capital Bldgs & Grnds / In-House SL Replacement - S 55th to S 43rd; Ave R to Ave T		\$ 80,870
520-5400-535-6359	101406	Capital Bldgs & Grnds / In-House SL Replacement - Bunker Hill-Patrick Henry; Yorktown-Betsy Ross		\$ 136,000
520-5400-535-6359	101407	Capital Bldgs & Grnds / In-House SL Replacement - Ticonderoga-West Point; Trenton-Liberty		\$ 187,000
520-5400-535-6359	101408	Capital Bldgs & Grnds / In-House SL Replacement - Lexington-Yorktown; Bunker Hill-Valley Forge		\$ 110,500
520-5700-580-7110		Principal Retirement / Bond Principal		\$ 1,260,000
520-5700-580-7211		Interest & Fiscal Charges / Bond Interest		\$ 638,410
To reallocate operating budget project funds and available debt service funds within the Water/Wastewater Capital Improvement Program in order to align funding with expected project delivery schedules.				

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2017 BUDGET**  
**September 21, 2017**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
561-5200-535-6813	101121	Capital - Bonds / Outer Loop Utility Improvements, Phase 3B (TCIP)	\$ 600,000	
561-5400-535-6941	100851	Capital - Bonds / Leon River Trunk Sewer - LS & FM, Phase 1	\$ 20,605	
561-5100-535-6959	101088	Capital - Bonds / WTP Improvements, Task 4-5 (Preliminary Engineering Only)		\$ 7,002
561-5400-535-6971	101480	Capital - Bonds / Crossroads Park Utility Extension		\$ 134,541
561-5200-535-6977	101620	Capital - Bonds / Pressure Valve at Harley-Davidson		\$ 7,599
561-5100-535-6931	101206	Capital - Bonds / WTP - Conventional Plant SCADA & MCC Improvements		\$ 11,040
561-5100-535-6960	101089	Capital - Bonds / Generator Installation at Critical BPS		\$ 52,090
561-5200-535-6862	100984	Capital - Bonds / Prairie View Utility Improvements, Phase 1 (TCIP)		\$ 2,250
561-5200-535-6936	100392	Capital - Bonds / Tarver Utility Improvements (TCIP)		\$ 5,360
561-5200-535-6969	100718	Capital - Bonds / W Ave U & 13th/17th Connector Utility Improvements (TCIP)		\$ 12,596
561-5100-535-6975	101209	Capital - Bonds / WTP - Ave H Tanks & Pump Station Improvements (876 Assessment)		\$ 178,200
<b>561-5000-535-6532</b>		<b>Capital - Bonds / Contingency</b>		<b>\$ 209,927</b>
To reallocate utility revenue bond project funds within the Water/Wastewater Capital Improvement Program in order to align funding with expected project delivery schedules.				
<b>365-3400-531-6532</b>		<b>Capital - Bonds / Contingency</b>	<b>\$ 282</b>	
365-2200-522-6776	101339	Capital - Bonds / Fire Engines - Replacement of Engine 7		\$ 282
To reallocate completed project funds into contingency account for future use.				
240-4400-551-1119		Salaries / Overtime	\$ 102	
240-0000-431-0163		Federal Grants / Federal Grants		\$ 102
110-2100-529-1119		Salaries / Overtime	\$ 95	
110-2400-519-1119		Salaries / Overtime	\$ 191	
110-3250-551-1119		Salaries / Overtime	\$ 252	
110-3231-551-1119		Salaries / Overtime	\$ 283	
110-3240-551-1119		Salaries / Overtime	\$ 104	
110-3270-551-1119		Salaries / Overtime	\$ 186	
110-3280-551-1119		Salaries / Overtime	\$ 26	
110-2011-521-1119		Salaries / Overtime	\$ 5,414	
110-2031-521-1119		Salaries / Overtime	\$ 14,334	
110-2032-521-1119		Salaries / Overtime	\$ 12,516	
110-2033-521-1119		Salaries / Overtime	\$ 10,399	
110-2032-521-1119		Salaries / Overtime	\$ 3,776	
110-2035-521-1119		Salaries / Overtime	\$ 581	
110-2041-521-1119		Salaries / Overtime	\$ 8,383	
110-2057-521-1119		Salaries / Overtime	\$ 1,818	
110-2210-522-1119		Salaries / Overtime	\$ 1,041	
110-2221-522-1119		Salaries / Overtime	\$ 629	
110-2222-522-1119		Salaries / Overtime	\$ 253	
110-2223-522-1119		Salaries / Overtime	\$ 3,988	
110-2230-522-1119		Salaries / Overtime	\$ 7,334	
110-2240-522-1119		Salaries / Overtime	\$ 279	
110-2240-522-2191		Supplies / FEMA Supplies - Shelter	\$ 192	
110-2400-519-2191		Supplies / FEMA Supplies - Shelter	\$ 238	
110-2031-521-2115		Supplies / Fuel	\$ 8,732	
110-0000-431-0163		Federal Grants / Federal Grants		\$ 81,044
To appropriate FEMA reimbursement of personnel overtime costs and expenditures incurred during the City's response to Hurricane Harvey				
110-2385-540-2518		Other Services / Other - Miscellaneous	\$ 24,000	
110-0000-444-2056		Solid Waste / Other Recycling - Sales		\$ 24,000
To appropriate additional revenue received for recycling sales, as well as, the expenditure related to the rebates received.				
110-2222-522-1128		Salaries / Differential Pay	\$ 3,360	
110-2223-522-1128		Salaries / Differential Pay	\$ 12,320	
110-2230-522-1128		Salaries / Differential Pay	\$ 96,320	
<b>110-0000-352-1345</b>		<b>Designated Capital Projects - Unallocated</b>		<b>\$ 112,000</b>
To appropriate additional funding for Fire Personnel Services due to additional step-up pay.				

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2017 BUDGET**  
**September 21, 2017**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2223-522-1119		Salaries / Overtime	\$ 44,100	
110-2230-522-1119		Salaries / Overtime	\$ 249,900	
110-0000-352-1345		Designated Capital Projects - Unallocated		\$ 294,000
To appropriate additional funding for Fire Personnel Services due to overtime.				
<b>TOTAL AMENDMENTS</b>			<b>\$ 4,836,156</b>	<b>\$ 4,836,156</b>
<b>GENERAL FUND</b>				
		Beginning <b>Contingency</b> Balance	\$ -	
		Added to Contingency Sweep Account	-	
		Carry forward from Prior Year	-	
		Taken From Contingency	-	
		Net Balance of Contingency Account	\$ -	
		Beginning <b>Judgments &amp; Damages</b> Contingency	\$ 5,257	
		Added to Contingency Judgments & Damages from Council Contingency	-	
		Taken From Judgments & Damages	(5,257)	
		Net Balance of Judgments & Damages Contingency Account	\$ -	
		Beginning <b>Compensation</b> Contingency	\$ 560,000	
		Added to Compensation Contingency	-	
		Taken From Compensation Contingency	(559,972)	
		Net Balance of Compensation Contingency Account	\$ 28	
		<b>Net Balance Council Contingency</b>	<b>\$ 28</b>	
		Beginning Balance <b>Budget Sweep</b> Contingency	\$ -	
		Added to Budget Sweep Contingency	-	
		Taken From Budget Sweep	-	
		Net Balance of Budget Sweep Contingency Account	\$ -	
<b>WATER &amp; SEWER FUND</b>				
		Beginning <b>Contingency</b> Balance	\$ 50,000	
		Added to Contingency Sweep Account	-	
		Taken From Contingency	(41,558)	
		Net Balance of Contingency Account	\$ 8,442	
		Beginning <b>Compensation</b> Contingency	\$ 112,500	
		Added to Compensation Contingency	-	
		Taken From Compensation Contingency	(37,430)	
		Net Balance of Compensation Contingency Account	\$ 75,070	
		<b>Net Balance Water &amp; Sewer Fund Contingency</b>	<b>\$ 83,512</b>	
<b>HOTEL/MOTEL TAX FUND</b>				
		Beginning <b>Contingency</b> Balance	\$ -	
		Added to Contingency Sweep Account	-	
		Carry forward from Prior Year	-	
		Taken From Contingency	-	
		Net Balance of Contingency Account	\$ -	
		Beginning <b>Compensation</b> Contingency	\$ 28,300	
		Added to Compensation Contingency	-	
		Taken From Compensation Contingency	(28,280)	
		Net Balance of Compensation Contingency Account	\$ 20	
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>	<b>\$ 20</b>	

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2017 BUDGET**  
**September 21, 2017**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		<b>DRAINAGE FUND</b>		
		Beginning <b>Contingency</b> Balance		\$ -
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account		\$ -
		Beginning <b>Compensation</b> Contingency	\$	24,300
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(7,841)
		Net Balance of Compensation Contingency Account	\$	16,459
		<b>Net Balance Drainage Fund Contingency</b>	<b>\$</b>	<b>16,459</b>
		<b>FED/STATE GRANT FUND</b>		
		Beginning <b>Contingency</b> Balance	\$	-
		Carry forward from Prior Year		14,947
		Added to Contingency Sweep Account		22,397
		Taken From Contingency		-
		<b>Net Balance Fed/State Grant Fund Contingency</b>	<b>\$</b>	<b>37,344</b>

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

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.

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**Whereas**, on the 26<sup>th</sup> 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 **21<sup>st</sup>** 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

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09/21/17  
Item #4  
Regular Agenda  
Page 1 of 2

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

Justin Brantley, Assistant Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing annual purchase agreements for utility supplies for FY 2018 with the various vendors in the estimated annual amount of \$298,206.20:

HD Supply Waterworks, Ltd. of Belton	\$125,803.48
ACT Pipe & Supply of Temple	99,882.44
Ferguson Waterworks of Killeen	54,121.54
Fortiline of Round Rock	18,398.74

**STAFF RECOMMENDATION:** Adopt resolution as presented in item description **or consider local preference options as noted below.**

**ITEM SUMMARY:** Authorization of this purchase agreement allows the stocking of commonly used utility repair parts in the Utility Warehouse during FY2018.

The Utility Warehouse, a division of the Purchasing Department, stocks utility supplies that are routinely needed by the Public Works and Parks departments. As shown on the attached bid tabulation, on July 27, 2017, the City received four bids for the annual purchase of utility supplies. The invitation to bid stated that the bid would be awarded to the low bidder of each utility supply item category, of which there were 66 sections. Staff recommends award of the bids to the low bidders of each section, as noted in the item description above, and as highlighted in yellow on the attached 66-line bid tabulation.

The City has done business with all vendors in the past and staff has found each to be a responsible vendor. The proposed purchase agreements will not have options for annual renewals.

ACT Pipe & Supply (ACT) is requesting that they be deemed a “local business” under the City’s Local Preference Policy. Per the Local Preference Declaration form submitted, ACT explained there is an economic development impact to the City through the award of purchases to ACT because ACT is a Temple taxpayer, citizens of Temple are employed at ACT, ACT is a City of Temple utility customer, and ACT routinely makes purchase from other local Temple businesses.

Per the City's Local Preference Policy, for non-construction expenditures less than \$500,000, if the City receives a competitive sealed bid from a bidder whose *principal place of business* is within the City limits and whose bid is within five percent of the lowest bid price, the **Council has the option to consider awarding the purchase to the local bidder if the Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award.**

In accordance with the City's adopted Local Preference Policy, Council does have the option to award 10 sections of the bid to ACT (i.e. ACT's bid in these 10 sections is within 5% of the low bidder), which are highlighted in green on the attached bid tabulation. The summarized change in the contract award if Council elects to enact local preference is as follows:

	<u>Low Bid Awards</u>	<u>Local Preference</u>	<u>Net Change in Award if Local Preference Taken</u>
ACT Pipe & Supply	\$99,882.44	\$179,204.66	\$79,322.22
HD Supply Waterworks, LTD	\$125,803.48	\$85,967.57	-\$39,835.91
Ferguson Waterworks	\$54,121.54	\$16,317.84	-\$37,803.70
Fortiline	\$18,398.74	\$18,398.74	\$0.00
<b>Total</b>	<b>\$298,206.20</b>	<b>\$299,888.81</b>	<b>\$1,682.61</b>

**FISCAL IMPACT:** Utility supplies are purchased on an as needed basis and are accounted for in the Utility Warehouse's inventory account. The supplies are charged to departmental expenditure accounts as they are issued to departments. Based on historical usage, it is estimated that \$298,206.20 in utility supplies will be purchased during FY 2018.

The impact of awarding a local preference to ACT would increase the estimated annual total purchases of utility supplies authorized by this resolution from \$298,206.20 to \$299,888.81, an increase of \$1,682.61 (0.6%).

**ATTACHMENTS:**

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

**Summary Tabulation of Bids Received  
on July 27, 2017 at 2:00 p.m.  
Utility Supplies  
Bid# 13-06-18**

Description	BIDDERS			
	HD Supply Waterworks, Ltd. Belton, TX (254)939-8998	ACT Pipe & Supply Temple, TX (254)742-0888	Ferguson Waterworks Killeen, TX (512)930-2262	Fortiline Round Rock, TX (512)551-9181
Section #1 - Brass Ball Valves (LF)	\$24,355.41	\$24,725.55	\$24,257.20	\$25,297.43
Section #2 - Brass Corporation Stops (LF)	\$4,084.05	\$4,135.05	\$4,001.72	\$4,242.49
Section #3 - Brass Meter Couplings (LF)	\$11,407.00	\$11,504.80	\$14,765.10	\$11,811.80
Section #4 - Brass Straight Couplings (LF)	\$4,910.63	\$4,980.78	\$4,817.76	\$5,075.89
Section #5 - Brass Bell Reducer Coup FIPT x FIPT (LF)	\$1,177.80	No Bid	No Bid	<b>\$391.07</b> <i>Foreign Manufacturer</i>
Section #6 - Elbow Brass 90 deg PJ x PJ (LF)	\$4,848.94	\$4,935.96	\$4,727.02	\$5,033.30
Section #7 - Elbow Brass 90 deg FIPT x FIPT (LF)	\$481.40	No Bid	No Bid	<b>\$190.06</b>
Section #8 - Brass Threaded Nipples (LF)	\$1,960.21	\$1,551.76	No Bid	<b>\$1,424.14</b> <i>Foreign Manufacturer</i>
Section #9 - Stainless Steel Stiffener 50 Series	\$1,255.00	\$1,227.00	\$1,798.20	\$1,284.00
Section #10 - Full Circle Clamps (Single Band) (With Removable Lugs) (Smith-Blair or Ford only)	\$15,703.83	\$16,139.15	No Bid	\$16,379.60
Section #11 - Full Circle Clamps (Double Band) (With Removable Lugs) (Smith-Blair or Ford only)	\$2,732.68	\$3,011.30	No Bid	\$2,836.60
Section #12 - Collar Leak Clamps (Smith-Blair or Ford only)	\$584.00	\$585.44	No Bid	<b>\$416.76</b>
Section #13 - Tapping Saddles CI or DI with CC Threads (Smith Blair or Ford Only)	\$5,508.46	\$6,521.01	No Bid	\$6,390.53
Section #14 - Multi-Range Repair Couplings (Hymax Only)	\$46,231.84	\$51,853.10	\$48,252.83	\$66,836.05
Section #15 - Adjustable Valve Box Bottom (CI or DI) (Foreign OK)	\$515.00	No Bid	<b>\$490.70</b>	\$648.70
Section #16 - Adjustable Valve Box Top (CI or DI) (Foreign OK)	<b>\$810.00</b>	No Bid	\$852.36	\$1,437.78
Section #17 - Valve Box Lid (CI or DI) (Foreign OK)	\$560.00	No Bid	<b>\$411.60</b>	\$670.60
Section #18 - MJ x MJ Gate Valve (CI or DI) (Mueller/Crow Only)	\$35,484.80	<b>\$29,114.10</b>	\$35,304.42	No Bid
Section #19 - MJ X Flange Gate Valve (CI or DI) (Mueller/Crow Only)	\$3,773.00	<b>\$3,493.10</b>	\$3,764.24	No Bid
Section #20 - Threaded Gate Valve (CI or DI) (Mueller/Crow Only)	\$1,926.00	<b>\$1,645.38</b>	\$1,897.92	No Bid
Section #21 - MJ Bends 22-1/2 deg (CI or DI)	<b>\$630.95</b>	\$690.50	\$686.00	\$647.42
Section #22 - MJ Bends 45 deg (DI)	<b>\$756.75</b>	\$818.45	\$816.00	\$771.73
Section #23 - MJ Bends 90 deg (DI)	<b>\$964.60</b>	\$1,048.73	\$1,045.78	\$1,020.11
Section #24 - Reducer MJ x MJ (DI)	<b>\$1,441.65</b>	\$1,596.25	\$1,559.59	\$1,490.65
Section #25 - MJ Tees (DI)	<b>\$2,432.00</b>	\$2,638.06	\$2,628.35	\$2,752.60
Section #26 - Cap MJ	<b>\$332.10</b>	\$361.95	\$360.28	\$348.80
Section #27 - Plug MJ Solid	<b>\$469.40</b>	\$513.95	\$510.00	\$481.65
Section #28 - Tapped Plugs	<b>\$501.00</b>	\$548.75	\$547.00	\$516.10
Section #29 - MJ Solid Sleeves (Long) (CI or DI)	<b>\$3,104.50</b>	\$3,449.75	\$3,236.79	\$3,260.00
Section #30 - MJ Solid Sleeves (Short)	<b>\$495.70</b>	No Bid	\$534.00	\$506.37
Section #31 - CI Valve Box Riser (Fits 461-562 Series) (Foreign OK)	\$515.00	No Bid	\$543.20	<b>\$481.05</b>
Section #32 - Swivel x Solid MJ CI Anchor Couplings	<b>\$1,626.75</b>	\$1,739.00	\$1,734.00	<b>\$898.37</b> <i>Foreign Manufacturer</i>
Section #33 - PVC Compression Coupling	\$570.00	No Bid	\$357.20	<b>\$330.10</b>
Section #34 - Stainless Steel All Thread Rods and Couplings	<b>\$500.00</b>	No Bid	<b>\$347.00</b> <i>No Manufacturer ID</i>	<b>\$125.50</b> <i>Foreign Manufacturer</i>
Section #35 - Gland Packs (complete w/gaskets & bolts)	\$2,725.60	<b>\$2,683.77</b>	\$2,766.79	<b>\$2,564.51</b> <i>Foreign Manufacturer</i>
Section #36 - PVC Mega Lugs Pks (w/MJ Gaskets & bolts) For C-900 Pipe	<b>\$1,807.80</b>	<b>\$1,826.00</b>	\$2,049.88	\$2,000.50
Section #37 - DI Mega Lugs - Packs (with MJ Gaskets)	<b>\$725.25</b>	<b>\$729.45</b>	\$816.96	\$800.00
Section #38 - Brass Pack Joint Tee (LF)	<b>\$1,131.03</b>	<b>\$1,160.48</b>	\$1,196.86	\$1,173.42
Section #39 - Brass Tees (FIPTx FIPTx FIPT) (LF)	<b>\$119.40</b>	No Bid	No Bid	<b>\$48.49</b> <i>Foreign Manufacturer</i>
Section #40 - Flanged Coupling Adapters	\$595.50	<b>\$595.28</b>	No Bid	\$1,508.66

**Summary Tabulation of Bids Received  
on July 27, 2017 at 2:00 p.m.  
Utility Supplies  
Bid# 13-06-18**

Description	BIDDERS			
	HD Supply Waterworks, Ltd. Belton, TX (254)939-8998	ACT Pipe & Supply Temple, TX (254)742-0888	Ferguson Waterworks Killeen, TX (512)930-2262	Fortiline Round Rock, TX (512)551-9181
Section #41 - Brass Threaded Bushing (LF)	\$2,592.59	No Bid	No Bid	\$3,048.96
Section #42 - Bell Joint Leak Clamps (Complete Kit) (Smith-Blair or Ford only)	\$300.70	\$341.13	No Bid	\$297.43
Section #43 - Brass Sleeve Coupling FIPT (LF)	\$325.65	No Bid	No Bid	\$113.38 <i>Foreign Manufacturer</i>
Section #44 - Fire Hydrants (Clow Medallion F2546B or Mueller A423 Centurion)	\$27,025.00	\$23,615.85	\$26,902.66	No Bid
Section #45 - Meter Risers (LF)	\$15,079.10	No Bid	\$14,421.50	\$15,553.80
Section #46 - Brass Meter Flange Complete Kits (LF)	\$708.00	No Bid	\$690.00	\$428.58
Section #47 - Concrete Meter Box (Box Only)	\$4,196.20	\$4,096.00	\$4,194.32	\$4,145.98
Section #48 - CI Reader Lid Only (for Concrete Meter Box)	\$3,973.80	\$3,933.00	\$4,244.52	\$9,673.44
Section #49 - Meter Box w/Overlapping Lid and CI Reader	\$18,476.00	\$18,380.00	No Bid	\$31,028.29
Section #50 - Meter Washers	\$782.00	\$1,049.00	\$784.00	\$970.00
Section #51 - Sewer Supplies - SDR 26 Deep Bell	\$819.65	\$690.99	\$742.80	\$217.75
Section #52 - Non-Shear Flex Boot Coupling	\$7,654.25	\$8,437.66	\$8,217.36	\$9,016.25
Section #53 - Sewer Caps Threaded PVC w/Sleeve - SDR35	\$1,153.45	\$1,150.50	\$1,348.15	\$1,955.85
Section #54 - Sewer Clean Outs	\$1,498.30	\$1,460.80	\$774.74	\$1,200.62
Section #55 - SDR 26 Sewer Wyes GxGxG (with Deep Bell)	\$12,075.60	\$11,591.52	\$11,992.71	\$10,301.87
Section #56 - SDR 26 Sewer Tee Wyes GxGxG (with Deep Bell)	\$612.37	\$637.83	\$641.23	\$560.87
Section #57 - Type M2 Adjustable Steel Manhole Ring Risers (Foreign OK)	\$3,557.50	No Bid	No Bid	\$4,342.80
Section #58 - Cast Iron Manhole Rings & Covers (Foreign OK)	\$9,061.00	\$9,185.00	\$11,744.09	\$11,764.52
Section #59 - Concrete Manhole Ring Risers	\$982.00	\$1,002.00	\$936.00	\$660.30
Section #60 - Concrete Manhole Cones	\$6,300.00	\$6,298.00	No Bid	\$8,764.78
Section #61 - Concrete Manhole Risers - 48-inch	\$2,100.00	\$2,098.70	No Bid	\$2,099.68
Section #62 - Sewer SDR26 Gasketed PVC Bends	\$4,205.10	\$4,153.78	\$5,142.58	\$3,475.97
Section #63 - PVC Sewer SDR26 Tapping Saddle Wyes (Gasketed with Bands)	\$360.00	No Bid	\$219.30	\$228.90
Section #64 - Flexible Saddle Wyes for Use on Clay Pipe	\$120.00	No Bid	\$169.68	\$167.80
Section #65 - Mushroom Valve Box Cover (Foreign OK)	\$1,194.00	\$1,230.00	\$1,920.00	\$1,038.00
Section #66 - Eye Bolts w/Washers & Nuts (Steel)	\$1,100.00	No Bid	\$600.00 <i>Foreign Manufacturer</i>	\$135.80 <i>Foreign Manufacturer</i>
<b>Low Bid Option</b>	<b>\$125,803.48</b>	<b>\$99,882.44</b>	<b>\$54,121.54</b>	<b>\$18,398.74</b>
<b>Local Preference Option</b>	<b>\$85,967.57</b>	<b>\$179,204.66</b>	<b>\$16,317.84</b>	<b>\$18,398.74</b>
Flat Fee for Emergency/After Hour Delivery	Not Applicable	\$100.00	\$100.00	\$0.00
Delivery within 14 days?	Yes	Yes	Yes	Yes
Exceptions	None	None	None	None
Credit Check Authorization	Yes	Yes	Yes	Yes
Local Preference Declaration	No	Yes	Not Included	No

\$298,206.20 = Estimated annual amount for FY2018 utilizing the low bid option

\$299,888.81 = Estimated annual amount for FY2018 utilizing the local preference option

**Recommended for Council Award**

**Local Preference Award Available**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ANNUAL PURCHASE AGREEMENTS WITH VARIOUS UTILITY SUPPLY VENDORS, IN THE ESTIMATED ANNUAL AMOUNT OF \$298,206.20 FOR FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Utility Warehouse, a division of the Purchasing Department, stocks utility supplies that are routinely needed by the Public Works and Parks Departments;

**Whereas**, on July 27, 2017, the City received four bids for the annual purchase of utility supplies:

- Ferguson Waterworks of Killeen, Texas (\$54,121.54);
- Fortiline, Inc. of Round Rock, Texas (\$18,398.74);
- HD Supply Waterworks of Belton, Texas (\$125,803.48);
- ACT Pipe & Supply of Temple, Texas (\$99,882.44);

**Whereas**, the invitation to bid stated that the bid would be awarded to the low bidder of each utility supply item category, of which there were 66 sections;

**Whereas**, Staff recommends Council authorize annual purchase agreements to the vendors listed above - the City has done business in the past with HD Supply Waterworks and ACT Pipe and Supply, and has found them to be responsible vendors;

**Whereas**, ACT Pipe and Supply is requesting that they be deemed a “local business” under the City’s Local Preference Policy - per the Local Preference Declaration form submitted by ACT, ACT explained that there is economic development impact to the City through the award of purchases to ACT because ACT is a Temple taxpayer and citizens of Temple are employed at ACT-Temple;

**Whereas**, utility supplies are purchased on an as needed basis and are accounted for in the Utility Warehouse’s inventory account – utility supplies are charged to departmental expenditure accounts as supplies are issued to departments; and

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

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

**Part 1: 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 annual purchase agreements with the following vendors, for utility supplies, in the estimated annual amount of \$298,206.20:

- Ferguson Waterworks of Killeen, Texas (\$54,121.54);
- Fortiline, Inc. of Round Rock, Texas (\$18,398.74);
- HD Supply Waterworks of Belton, Texas (\$125,803.48);
- ACT Pipe & Supply of Temple, Texas (\$99,882.44);

**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 **21<sup>st</sup>** 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

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09/21/17  
Item #5  
Regular Agenda  
Page 1 of 2

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

Dessie Redmond, Planner

**ITEM DESCRIPTION:** P-FY-17-50: Consider and take action on the Final Plat of Westfield Development Phase V, Replat No. 2, a 10.291 +/- acres, 2-lot, 1-block, non-residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located at the northwest corner of Stone Hollow Drive and Hilliard Road/Research Parkway, 7050 Stone Hollow Drive and authorizing the partial abandonment of an existing 50 foot wide drainage and utility easement.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** At their August 21, 2017 meeting, the Planning & Zoning Commission voted seven to zero to recommend approval of the plat as presented by staff.

**STAFF RECOMMENDATION:** Staff recommends approval for the final plat of Westfield Development Phase V, Replat No. 2, subject to City Council's approval for partial abandonment of an existing 50 foot wide drainage and utility easement.

**ITEM SUMMARY:** The Westfield Development Phase V, Replat No. 2 is a final plat for approximately 10.291 acres. The applicant proposes to subdivide the subject property into two lots for a non-residential subdivision. The Development Review Committee (DRC) reviewed the final plat on August 7 & 10, 2017. Several items were discussed including Council action for the partial abandonment of an existing 50 foot wide drainage and utility easement, which requires Council approval. Currently, this easement runs north/south through the property and turns to the east towards the center of the property.

The subject property is in the Planned Development-General Retail (PD-GR) zoning district with a Conditional Use Permit (CUP) and is currently undeveloped. The zoning and CUP were approved by Council in July 2015. In summary the CUP is to allow the sale of alcoholic beverages for on premise consumption in establishments where the gross revenue from the sale of alcoholic beverages is 75% or more of the total gross revenue along with PD single-family dwelling 3 and PD single-family attached dwelling 3.

To the north and east is vacant but is the future site of the Crossroads Park. To the south is the Vista Community Church and to the west is A+ Learning Academy. The project may be accessed off Stonehollow Drive (Collector) and off of Hilliard Road/Research Parkway, which is designated as a Major Arterial in our Thoroughfare Plan. All required sidewalks are existing. Adequate water and sewer are available to serve the property.

City Council will be the final plat authority since the applicant requests approval for partial abandonment of an existing 50 foot wide drainage and utility easement.

**CITY COUNCIL MEETING SCHEDULE:** City Council's reading is September 21, 2017.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Site Photos](#)

[Location Map / Aerial](#)

[Westfield Development, Phase V, Replat No. 2 Final Plat](#)

[Topo / Utility Plan](#)

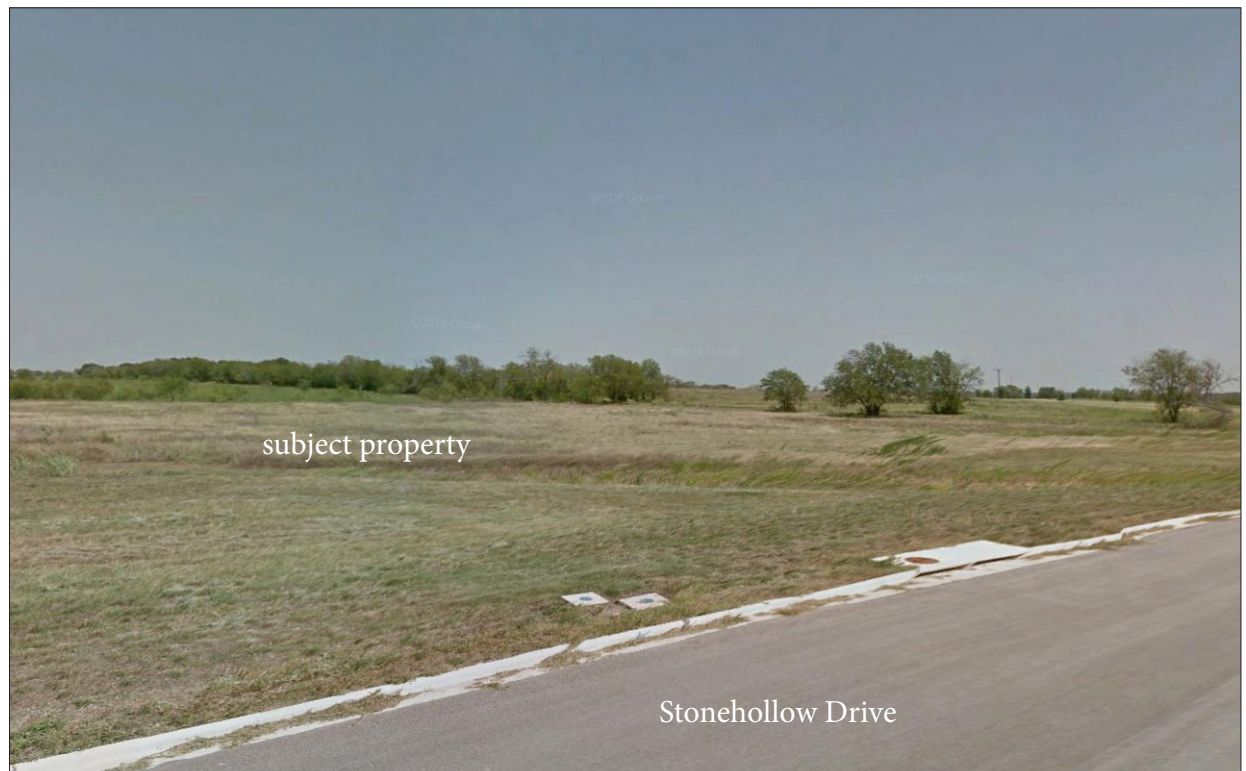
[Planning & Zoning Commission Excerpts – August 21, 2017 Meeting](#)

[Resolution](#)

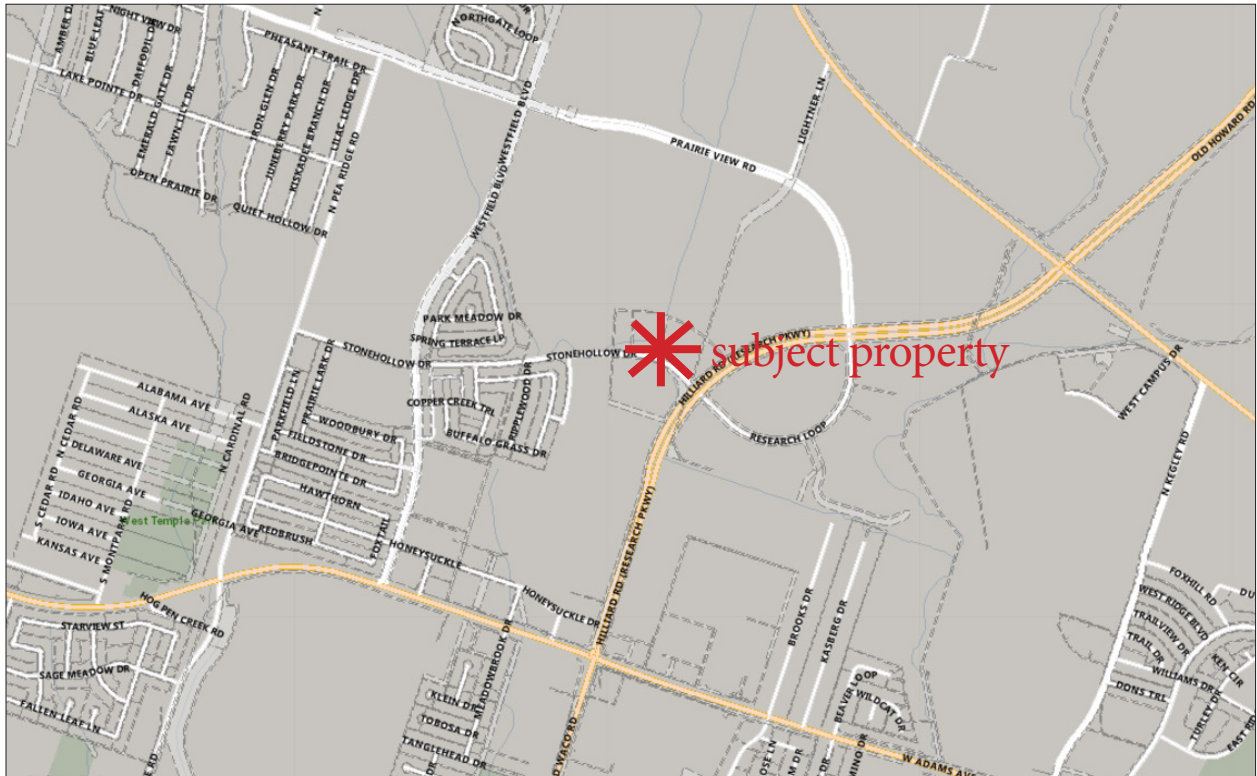
Site Photos



On the corner of Stonehollow Dr and Hilliard Rd/Research Pkwy looking northwest through site.



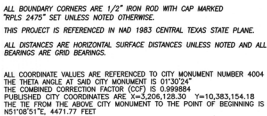
On Stonehollow Dr looking southeast through property.



Location Map



Aerial



**AFFIDAVIT:**

THE TAX APPRAISAL DISTRICT OF BELL COUNTY DOES HEREBY CERTIFY  
THERE ARE CURRENTLY NO DELINQUENT TAXES DUE TO THE TAX  
APPRAISAL DISTRICT OF BELL COUNTY ON THE PROPERTY DESCRIBED  
BY THIS PLAT.

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2017.

BY: \_\_\_\_\_  
BELL COUNTY TAX APPRAISAL DISTRICT

ORIGINAL CONFIGURATION - NOT TO SCALE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, IN YEAR \_\_\_\_\_, PLAT # \_\_\_\_\_  
PLAT RECORDS OF BELL COUNTY, TEXAS.

DEDICATION INSTRUMENT # \_\_\_\_\_, OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF BELL

KIELLA DEVELOPMENT, INC., A TEXAS CORPORATION, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS WESTFIELD DEVELOPMENT, PHASE V, REPLAT NO. 2, A SUBDIVISION IN THE CITY OF TEMPLE, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, AND WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES AS SHOWN HEREON.

KIELLA DEVELOPMENT, INC.  
A TEXAS CORPORATION  
7462 WEST ADAMS AVENUE, TEMPLE, TEXAS 76702  
254-778-0085

BY: JOHN R. KIELLA, PRESIDENT

STATE OF TEXAS

COUNTY OF BELLEVILLE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017 BY JOHN KIALLA, PRESIDENT OF KIALLA DEVELOPMENT, INC., A TEXAS CORPORATION.

NOTARY PUBLIC

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

CHAIRMAN, PLANNING and ZONING COMMISSION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

SECRETARY TO PLANNING & ZONING COMMISSION.

THIS FINAL PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY SUCH COUNCIL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

MAYOR

STATE OF TEXAS  
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT:

STATE OF TEXAS

COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

*Michael E. Alves*  
MICHAEL E. ALVES, R.P.L.S.  
NO. 5402

FINAL PLAT for:  
WESTFIELD DEVELOPMENT  
PHASE V, REPLAT NO. 2

BEING A REPLAT OF LOT 2, BLOCK 1, WESTFIELD DEVELOPMENT, PHASE V,  
REPLAT NO. 1 ACCORDING TO THE MAP OR PLAT OF RECORD IN YEAR  
2016, PLAT NO. 24, PLAT RECORDS OF BELL COUNTY, TEXAS.

2 LOTS, 1 BLOCK

10.291 ACRES  
OUT OF AND A PART OF THE NANCY CHANCE SURVEY, ABSTRACT #5  
A SUBDIVISION IN THE CITY OF TEMPLE  
BELL COUNTY, TEXAS

10.291 ACRES MORE FULLY DESCRIBED BY METES & BOUNDS BY SEPARATE  
FIELD NOTES PREPARED AND ATTACHED TO DEDICATION INSTRUMENT  
SURVEYED JUNE 22, 2017

SURVEY FIRM # 10056000  
ENGINEER FIRM # F-1658

FINAL PLAT for:  
**WESTFIELD DEVELOPMENT, PHASE V**  
**REPLAT NO. 2**

TEXAS

NANCY CHANCE SURVEY, A  
CITY OF TEMPLE, BELL COUNTY

PREPARED FOR:  
**KIELLA LAND DEVELOPMENT, INC.**

PREPARED FOR:  
**KIELLA LAND DEVELOPMENT**

301 N. 3rd ST. TEMPLE, TEXAS 76501 (254) 773-2400  
E-MAIL: MAIL@TURLEY-INC.COM (254) 773-3998

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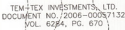
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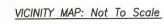
## Final Plat



**Know what's below.  
Call before you dig.**



ROBERT H. SCHLIEKER  
VOLUME 4070, PAGE 347  
5.58 ACRES



- UTILITY LEGEND:

- 
- | Age Group | Total | Male | Female | Male | Female |
|-----------|-------|------|--------|------|--------|
| 18-24     | 100   | 100  | 100    | 100  | 100    |
| 25-34     | 50    | 50   | 50     | 50   | 50     |
| 35-44     | 0     | 0    | 0      | 0    | 0      |
| 45-54     | 100   | 100  | 100    | 100  | 100    |
| 55-64     | 25    | 25   | 25     | 25   | 25     |
| 65+       | 25    | 25   | 25     | 25   | 25     |

Age Group	Total	Male	Female	Male	Female
18-24	100	100	100	100	100
25-34	50	50	50	50	50
35-44	0	0	0	0	0
45-54	100	100	100	100	100
55-64	25	25	25	25	25
65+	25	25	25	25	25

7/20/17  
JENNIFER KYRKE  
106277  
REGISTERED  
PROFESSIONAL ENGINEER  
JENNIFER KYRKE

## Topo / Utility Plan

**EXCERPTS FROM THE**  
**PLANNING & ZONING COMMISSION MEETING**  
**MONDAY, AUGUST 21, 2017**

**ACTION ITEMS**

**Item 5: P-FY-17-50** - Consider and take action on the Final Plat of Westfield Development Phase V, Replat No. 2, a 10.291 +/- acres, 2-lot, 1-block, non-residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located at the northwest corner of Stone Hollow Drive and Hilliard Road/Research Parkway, 7050 Stone Hollow Drive.

Ms. Redmond stated this item was scheduled to go to City Council on September 21, 2017.

The subject property is currently zoned Planned Development-General Retail (PD-GR) with a Conditional Use Permit (CUP) which was approved in July 2015.

A CUP is to allow for the sale of alcoholic beverages for on premise consumption in establishments where the gross revenue of sales is 75% or more (bar) with PD Single-Family 3 (attached and detached dwellings).

The subject property is currently undeveloped.

Surrounding properties include the future site of the Crossroads Park to the north with some vacant property to the east, A+ Learning Academy to the west, and Vista Community Church to the south.

The Thoroughfare Plan designates Stonehollow Drive as a Collector and Hilliard Road/Research Parkway is classified as a Major Arterial.

Major Arterials require sidewalks; however, all required sidewalks are existing.

Adequate sewer and water available.

The Development Review Committee (DRC) reviewed the plat on August 7 and 10, 2017.

City Council action is required for the partial abandonment of an existing 50-foot wide drainage and utility easement (new alignment) and City Council is the final plat authority because of the requested easement abandonment.

Location map, final plat with new alignment of easement, and topo/utility map shown.

Staff recommends approval for the final plat of Westfield Development Phase V, Replat No. 2, subject to City Council's approval for partial abandonment of an existing 50-foot wide drainage and utility easement.

No public hearing is required for this item.

Commissioner Alaniz made a motion to approve Item 5, **P-FY-17-50**, as presented, and Commissioner Crisp made a second.

*Motion passed: (7:0)*

Commissioners Armstrong and Marshall absent

RESOLUTION NO. \_\_\_\_\_  
(P-FY-17-50)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE FINAL PLAT OF WESTFIELD DEVELOPMENT PHASE V, REPLAT NO. 2, AN APPROXIMATELY 10.291 ACRE, 2 LOT, 1 BLOCK, NON-RESIDENTIAL SUBDIVISION, SITUATED IN THE NANCY CHANCE SURVEY, ABSTRACT NO. 5, BELL COUNTY, TEXAS, LOCATED AT THE NORTHWEST CORNER OF STONE HOLLOW DRIVE AND HILLIARD ROAD/RESEARCH BOULEVARD, AND ADDRESSED AS 7050 STONE HOLLOW DRIVE; AUTHORIZING THE PARTIAL ABANDONMENT OF AN EXISTING 50-FOOT WIDE DRAINAGE AND UTILITY EASEMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, at its August 21, 2017 meeting, the Planning and Zoning Commission recommended approval of the Final Plat of Westfield Development Phase V, Replat No. 2, an approximately 10.291 acre, 2 lot, 1 block, non-residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located at the northwest corner of Stone Hollow Drive and Hilliard Road/Research Parkway, and addressed as 7050 Stone Hollow Drive;

**Whereas**, the applicant proposes to subdivide the subject property into two lots for a non-residential subdivision - the Development Review Committee reviewed the final plat at their August 7<sup>th</sup> and August 10<sup>th</sup> meetings and discussed the partial abandonment of an existing 50-foot wide drainage and utility easement, which requires Council approval;

**Whereas**, this existing 50-foot wide drainage and utility easement runs north/south through the property and turns to the east towards the center of the property;

**Whereas**, this project may be accessed off both Stone Hollow Drive and Hilliard Road/Research Parkway, which are designated as Major Arterials; and

**Whereas**, the City Council has considered the matter and deems it in the public interest to approve the Final Plat of Westfield Development Phase V, Replat No. 2.

**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 Westfield Development Phase V, Replat No. 2, an approximately 10.291 acre, 2 lot, 1 block, non-residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located at the northwest corner of Stone Hollow Drive and Hilliard Road/Research Parkway, and addressed as 7050 Stone Hollow Drive, and authorizes the partial abandonment of an existing 50-foot wide drainage and utility easement as outlined 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 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 **21<sup>st</sup>** 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 July, 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

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09/21/17  
Item #6  
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 number of positions in the firefighter classification.

**STAFF RECOMMENDATION:** Conduct public hearing and adopt ordinance as presented on first reading; with second and final reading set for October 5, 2017.

**ITEM SUMMARY:** Chapter 143 of the Local Government Code requires that the Council establish by ordinance the classifications in the Police and Fire Departments, and prescribe by ordinance the number of positions in each classification. In September 2016, the Fire Department added three additional positions in the rank of Driver which eliminated three positions in the rank of Firefighter. This allowed the department to assign a Driver to Rescue truck #3 on a consistent basis. Rescue truck #3 contains highly technical and specialized equipment which requires personnel who stay current with accepted uses and practices. Increase demand for public safety services requires increased staffing in the Fire Department to maintain efficient, effective public safety services.

At this time, the Fire Chief requests the addition of three firefighter positions. These positions will increase the number of positions in the firefighter classification from fifty-three to fifty-six. The other classifications will maintain the current number of personnel as follows:

- Fire Chief – 1 position
- Assistant Fire Chief – 1 position
- Deputy Chief – 5 positions
- Captain – 25 positions
- Driver – 33 positions

**FISCAL IMPACT:** Additional funding in a net amount of \$54,678 is included in the FY 2018 Operating Budget of the Fire Department for the addition of three firefighter positions.

**ATTACHMENTS:**  
[Classification Ordinance](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE NUMBER OF POSITIONS IN THE FIREFIGHTER CLASSIFICATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, Chapter 143 of the Local Government Code requires that the City Council establish, by Ordinance, the classifications for the Police and Fire Departments;

**Whereas**, in September, 2016, the Fire Department added three additional positions in the rank of Driver and eliminated three positions in the rank of Firefighter - this change allowed the department to assign a Driver to Rescue truck number 3 on a consistent basis which carries highly technical and specialized equipment and requires personnel to stay current with accepted uses and practices;

**Whereas**, increased demand for public safety services requires increased staffing in the Fire Department to maintain efficient, effective public safety services;

**Whereas**, Staff recommends Council authorize three additional positions in the Firefighter classification be added to the Fire Department;

**Whereas**, this addition will increase the number of positions in the Firefighter classification from 53 to 56 – all other classifications will remain the same;

**Whereas**, funding for the addition of three Firefighter classifications is included in the fiscal year 2018 budget; and

**Whereas**, the City Council has considered this 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 number of positions of Firefighter classifications from 53 to 56.

**Part 3:** Council establishes the following Classifications and the number of positions of Firefighters in the Fire Department:

## CLASSIFICATIONS AND POSITIONS OF CERTIFIED FIREFIGHTERS

### I. UNCLASSIFIED POSITIONS

#### A. *FIRE CHIEF* – 1 Position

The Fire Chief is appointed by the City Manager. No person shall be eligible for appointment as Chief of the Fire Department who is not eligible for certification by the Commission on Fire Protection Personnel Standards and Education at the intermediate level, or its equivalent as determined by that Commission, and who has not served at least 5 years as a fully paid firefighter.

### II. CLASSIFIED POSITIONS

#### A. *ASSISTANT CHIEF* – 1 Position

No person shall be eligible for appointment as Assistant Chief who has not served continuously in the Department in a rank not lower than that of Captain, for at least two years.

#### B. *DEPUTY CHIEF* – 5 Positions

No person shall be eligible for appointment as a Deputy Chief who has not served continuously in the Department, as a Captain, for at least 2 years. In addition to base pay, every Deputy Chief having 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

#### C. *CAPTAIN* – 25 Positions

No person shall be eligible for appointment as a Captain who has not served continuously in the Department, as a Driver, for at least 2 years. In addition to base pay, every Captain having 3, 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

#### D. *DRIVER* – 33 Positions

No person shall be eligible for appointment as a Driver who has not served continuously in the Department, as a Firefighter, for at least 2 years. In addition to base pay, every Driver having 3, 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

E. *FIREFIGHTER* – 56 Positions

No person shall be eligible for appointment as a Firefighter who does not meet all requirements necessary to become eligible for future classification by the Commission on Fire Protection Personnel Standards and Education. In addition to base pay, every Firefighter having 1, 3, 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

**Part 4:** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Part 5:** This Ordinance shall take effect **October 5, 2017.**

**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 **21<sup>st</sup>** day of **September, 2017.**

PASSED AND APPROVED on Second Reading on the **5<sup>th</sup>** day of **October, 2017.**

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #7  
Regular Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING – Consider adopting an ordinance amending Ordinance No. 2016-4783 to implement changes to the City's strategic investment zone incentive policies.

**STAFF RECOMMENDATION:** Conduct public hearing and adopt ordinance as presented in item description, on first reading, and schedule second reading and final adoption for October 5, 2017.

**ITEM SUMMARY:** The proposed ordinance amends portions of the City's comprehensive economic development ordinance (Ordinance No. 2016-4783) related to our Strategic Investments Zone (SIZ) incentive program. The proposed substantive changes to the ordinance include:

- Collapse existing grant reimbursement activities into tiers, based on total project investment;
- Define "Project" as the construction, renovation, or remodeling of a building. Simultaneous construction, renovation, or remodeling work on two or more attached buildings will be considered one Project if the buildings are under common ownership;
- Include language to allow the City to promote the project as part of the SIZ program;
- Clarification of application process and contract length; and
- General clean-up of ordinance.

As with our previously adopted ordinance, this proposed ordinance is designed to encourage redevelopment of strategically important neighborhoods and corridors that might otherwise not occur in the absence of incentives. The proposed ordinance encourages redevelopment in the SIZ incentive area primarily through: (1) the availability of agreements that provide tax abatement for commercial and industrial property on the increased value of eligible real and personal property; and (2) the availability of matching grant incentives (Chapter 380) where the City participates with dollars or in-kind services to encourage redevelopment. The proposed ordinance creates enabling authority, but is subject to the availability of funds that may be appropriated from year to year by the City Council as part of the annual budget process.

The proposed Chapter 380 matching grants for economic development and in-kind services are very similar to those employed in our current program, however they are combined into tiers based on total project investment. The grant matrix below includes funds or services related to overall exterior improvements, and some interior improvements, pending on the overall project investment tier an applicant is qualified under.

The tiers consist of Tier I, II and III. Tier I enables property owners to make smaller investments in their property focused on exterior improvements, excluding deferred maintenance. The existing ordinance does not allow for this grant category and by including it in the ordinance smaller projects can be accomplished. Tier II and III are similar to the existing ordinance, adding Life Safety as an eligible improvement type. The introduction of the consideration of total project investment allows for more grant opportunities in larger projects, pending on the scope of the proposed project. In addition, a Housing and Urban Development – Community Development Block Grant (CDBG) component is proposed to encourage residential/mix-use redevelopment in the downtown core, through the inclusion of CDBG funds for code/property maintenance compliance, accessibility enhancements and other improvements as proposed and approved.

The proposed grant matrix is as follows:

TIER	TOTAL PROJECT INVESTMENT		MAXIMUM AMOUNT OF CITY MATCH			IMPROVEMENT TYPES
			COMMERCIAL	DOWNTOWN (SINGLE)	DOWNTOWN (DOUBLE)	
I	\$0	\$19,999	\$5,000	\$5,000	\$5,000	Exterior Improvements, excluding deferred maintenance
II	\$20,000	\$499,999	\$40,000	\$55,000	\$70,000	Façade, sign, landscaping, asbestos, demo, sidewalk, design, fee waiver + <b>LIFE SAFETY</b>
III	\$500,000	AND UP	\$85,000	\$100,000	\$115,000	Façade, sign, landscaping, asbestos, demo, sidewalk, design, fee waiver + <b>LIFE SAFETY</b>
<b>CDBG</b>	In conjunction with Tier II or III SIZ project – Residential Component		N/A	\$10,000 (per unit, up to 3 units)		Improvements that enable residential mixed-use areas downtown, to include code/property maintenance compliance, accessibility enhancements and others as proposed and approved

A map of the SIZ incentive zone boundaries is attached showing the Downtown and Commercial zones.

Finally, in our proposed amendments to the City’s Comprehensive Economic Development Ordinance, changes were made to clarify the application process and for non-substantive general clean-up of the ordinance.

**FISCAL IMPACT:** The FY 2018 Operating Budget includes funding in the amount of \$162,000 for the Strategic Investment Zone grants. Since February 2009, the City has awarded approximately \$900,000 in SIZ grants. Tax abatement agreements, if entered into in the future on property in this corridor, would rebate taxes on the increase value of eligible real and personal property in the area and would not require a financial outlay by the City.

**ATTACHMENTS:**

Map  
[Ordinance](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING ORDINANCE NO. 2016-4783 TO IMPLEMENT CHANGES TO THE CITY'S STRATEGIC INVESTMENT ZONE INCENTIVE POLICIES; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, amendments to portions of the City's comprehensive economic development ordinance (Ordinance No. 2016-4783) related to our Strategic Investment Zone ("SIZ") incentive program are needed - the proposed substantive changes include:

- Collapse existing grant reimbursement activities into tiers, based on total project investment;
- Define "Project" as the construction, renovation, or remodeling of a building. Simultaneous construction, renovation, or remodeling work on two or more attached buildings will be considered one Project if the buildings are under common ownership.
- Include language to allow the City to promote the project as part of the SIZ program;
- Clarification of application process and contract length; and
- General clean-up of ordinance;

**Whereas**, as with our previously adopted Ordinance, this Ordinance is designed to encourage redevelopment of strategically important neighborhoods and corridors that might otherwise not occur in the absence of incentives as well as encourage redevelopment in the SIZ incentive area primarily through: (1) the availability of agreements that provide tax abatement for commercial and industrial property on the increased value of eligible real and personal property; and (2) the availability of matching grant incentives (Chapter 380) where the City participates with dollars or in-kind services to encourage redevelopment;

**Whereas**, this Ordinance will create enabling authority, but is subject to the availability of funds that may be appropriated from year to year by the City Council as part of the annual budget process;

**Whereas**, proposed amendments to the City's Comprehensive Economic Development Ordinance are being made to clarify the application process and for non-substantive general clean-up of the Ordinance;

**Whereas**, the fiscal year 2018 budget includes funding for the Strategic Investment Zone grants - since February 2009, the City has awarded approximately \$900,000 in SIZ grants;

**Whereas**, tax abatement agreements, if entered into in the future on property in this corridor, would rebate taxes on the increased value of eligible real and personal property in the area and would not require a financial outlay by the City; and

**Whereas**, the City Council has considered the matter and deems it in the public interest to approve 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 Ordinance No. 2016-4783 to implement changes to the City's Strategic Investment Zone Incentive Policies as set forth 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 **21<sup>st</sup>** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **5<sup>th</sup>** day of **October**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #8  
Regular Agenda  
Page 1 of 3

### **DEPARTMENT / DIVISION SUBMISSION & REVIEW:**

Dessie Redmond, Planner

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING - Z-FY-17-33: Consider adopting an ordinance authorizing a rezoning of several lots in Cedar Ridge Crossing Phase II located at 10684 West State Highway 36, Temple, Texas, as follows:

- (A) Agricultural to General Retail Lots 1, Block 1;
- (B) Agricultural and Neighborhood Services to General Retail, on Lots 2 and 3, Block 1;
- (C) Agricultural to Commercial on Lot 5, Block 1;
- (D) Agricultural to General Retail on Lot 4, Block 1; and
- (E) Agricultural to Commercial on Lot 4, Block 1.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** At their August 21, 2017 meeting, the Planning & Zoning Commission voted seven to zero to recommend approval of the plat as presented by staff.

**STAFF RECOMMENDATION:** Based on the following compliance factors, staff recommends approval for a rezoning:

- 1. Compatibility with surrounding zoning, existing and anticipated uses;
- 2. Compliance with the Future Land Use Map Suburban Commercial and Agricultural character district designations;
- 3. The Thoroughfare Plan; and
- 4. Availability of private facilities.

**PROTEST TRIGGERED:** Per Unified Development Code (UDC), Section 3.3.4, a protest has been triggered because the 20 percent threshold is exceeded with 32 percent in opposition to the request (attachment: Opposition Area). Therefore, this request requires a super-majority vote to pass for approval. This is explained in detail in the below section **PUBLIC NOTICE**.

**ITEM SUMMARY:** The subject property total acreage is 28.02 +/- (attachment: Surveyor's Sketch). The majority of the property is vacant and undeveloped. There is some existing flatwork on the property including a driveway off of Highway 36 that runs east and turns north approximately 415 feet into the property. It leads to existing commercial metal buildings that abut the property at the north boundary. There is an existing drainage feature in the center of the property and portions of the property are within the Special Flood Hazard Area. There are also existing drainage and access easements (attachment: Plat). Currently, the property is mostly in the AG zoning district with a small portion of the property within the NS zoning district.

The subject property was annexed into the city limits in 2016 and abuts the extraterritorial jurisdiction (ETJ) to the north and west. It was platted in May of 2017. To the north are more commercial metal buildings and manufactured homes. To the south is an existing manufactured home and a commercial use (Ice & Water Quick Stop). To the west is an existing CEFCO Convenience Store and to the east is vacant, undeveloped land (attachment: Surrounding Properties & Uses Table). A variety of both residential and non-residential uses are permitted in the GR and C zoning districts (attachment: Use Comparison Summary Table).

**COMPREHENSIVE PLAN COMPLIANCE:** The proposed rezoning relates to the following goals, objectives and maps of the Comprehensive Plan (CP) and Trails Master Plan. A table summarizing the following discussion is attached: Comprehensive Plan Compliance Summary Table.

Future Land Use Map (CP Map 3.1)

A portion of the subject property is within the Suburban Commercial character district and a portion is within the Agricultural/Rural district. According to the Future Land Use Map (FLUM), the Suburban Commercial character district is appropriate for office, retail and service uses. It is anticipated the subject property will be developed with these types of uses in the future. The Agricultural/Rural district is intended for areas within the City limits that do not yet have adequate public facilities and services and may, therefore, have on-site utilities. The subject property does not have public facilities but does have on-site utilities as explained in Section Availability of Public Facilities (CP Goal 4.1) below. Therefore, this request is in compliance with the FLUM.

Thoroughfare Plan (CP Map 5.2)

The plat takes direct access from State Highway 36, which is designated as a major arterial, and therefore, requires a six foot wide sidewalk per UDC, Section 7.3.1. However, on January 18, 2017, Brian Chandler (Director of Planning) approved a sidewalk waiver per UDC, Section 3.10 due to the relatively remote location of the property (attachment: Sidewalk Waiver). Access off of State Highway 36 will require obtaining a Texas Department of Transportation (TxDOT) permit. This request does comply with City's Thoroughfare Plan.

Trails Master Plan

There are no proposed or existing trails in the vicinity of the subject property. Therefore, the Trails Master Plan does not apply.

Availability of Public Facilities (CP Goal 4.1)

Currently, there are no existing public facilities to the property or around the property. Moffat Water Supply Corporation has submitted a letter confirming the property is within their service area and they have sufficient capacity to service the property with a standard size  $\frac{3}{4}$  inch water meter (attachment: Moffat Water Supply Corporation Letter). The Bell County Public Health Sanitarian signed the recorded plat that certifies the subdivision meets or exceeds the minimum standards established by the Bell County Board of Health. Approval from the Sanitarian will be required for any on-site sewer facilities (OSSF) per state law. Therefore, private facilities are available to the site.

**DEVELOPMENT REGULATIONS:** A comparison summary table between non-residential dimensional standards in the AG & NS zoning districts to the GR & C zoning districts is located in the attachments: Non-Residential Dimensional Standards Comparison Table.

**PUBLIC NOTICE:** Nineteen property owners within 200 feet of the subject property (including property owners within the ETJ) were sent notice of the public hearing. As of Thursday, August 17, one notice was returned in disagreement and none returned in agreement. The ETJ property owner in disagreement owns approximately 32 percent of the land inside the 200 foot buffer area. UDC, Section 3.3.4 Protest states that a Zoning district map amendment application requires a three-fourths vote of the City Council in order to be approved if a written protest has been signed and submitted by the owners of a minimum of 20 percent of the area of the properties immediately adjoining the area covered by the proposed changed and extending 200 feet from that area. Therefore, a protest is triggered because the 20 percent threshold is exceeded with 32 percent in opposition to the request (attachment: Opposition Area) and requires a super-majority vote to pass for approval.

The newspaper printed notice of the public hearing on August 10, 2017, in accordance with state law and local ordinance.

**CITY COUNCIL MEETING SCHEDULE:** The City Council's first reading is September 21, 2017 and is scheduled for a second reading on October 5, 2017.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Site and Surrounding Property Photos](#)

[Surveyor's Sketch](#)

[Plat](#)

[Location Map / Aerial](#)

[Existing Zoning Map / Future Land Use Map](#)

[Thoroughfare & Trails Map / Utility Map](#)

[Notification Map](#)

[Surrounding Properties & Uses Table / Use Comparison Summary Table / Comprehensive Plan](#)

[Compliance Summary Table](#)

[Sidewalk Waiver](#)

[Moffat Water Supply Corporation Letter](#)

[Non-Residential Dimensional Standards Comparison Table](#)

[Returned Property Owner Notice](#)

[Protest Map](#)

[Planning & Zoning Commission Excerpts – August 21, 2017 Meeting Ordinance](#)

9/21/17

**Cedar Ridge Crossing Phase II Rezoning  
Attachments**

Site Photos



On Highway 36 looking north into site.



Looking northwest into property. Commercial metal buildings along northern property line.

Site Photos



Hwy 36

North: more commercial buildings and manufactured homes.



Hwy 36



South: existing manufactured home and Ice & Water Quick Stop.

Site Photos



East: looking northeast over the subject property to vacant property.



West: CEFCO

## Cedar Ridge Crossing Phase II Rezoning Attachments



# Cedar Ridge Crossing Phase II Rezoning Attachments

Being part of the SARAH FITZHENRY SURVEY, ABSTRACT 312, Bell County, Texas, and a portion being a Replat of Cedar Ridge Crossing, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet D, Slide 300-C, Plat Records of Bell County, Texas.

STATE OF TEXAS  
COUNTY OF BELL

GBB PROPERTIES, LLC, a Texas limited liability company, OWNER OF A PORTION OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **CEDAR RIDGE CROSSINGS II**, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUCCESSOR HERETO, HEREBY DEDICATES THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND SUTHERLICK PLACES SHOWN HEREON WITHIN THE PLAT AT BOUNDARIES OF THIS SUBDIVISION.

CBB PROPERTIES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

BY: CHRISTOPHER B. DEAN, MANAGER

STATE OF TEXAS  
COUNTY OF BELL

TEXAS JB INVESTMENTS, LLC, a Texas limited liability company, OWNER OF A PORTION OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS CEDAR RIDGE CROSSINGS II, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND PHOEBE NAME IS SUBSCRIBED HERETO, TO DEDICATE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

TEXAS JB INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

By Jennifer Beck  
JENNIFER BECK, PRESIDENT

STATE OF TEXAS  
COUNTY OF BELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRISTOPHER DEAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 06 DAY OF April

Seri Campbell  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JENNIFER BECK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF  
2017.

Seri Campbell  
NOTARY PUBLIC, STATE OF TEXAS

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.  
DATED THIS 24th DAY OF May, 2017.

CHAIRPERSON SECRETARY, PLANNING ZONING

**AFFIDAVIT:**  
The Tax Appraisal District of Bell County does hereby certify there are currently no delinquent taxes due to the Tax Appraisal District of Bell County on the property described by this plat.

Dated this the 10<sup>th</sup> day of May, 2011 A.D.

By: Megan Powell  
Bell County Tax Appraiser District

STATE OF TEXAS  
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

Charles C. Lucko  
CHARLES C. LUCKO  
REGISTRATION NO. 40360

DATE SURVEYED: SEPTEMBER 10, 2015

LINE	BEARING	DISTANCE
L1	N 13°49'12" E	26.36'
L2	N 29°37'17" W	26.66'
L3	N 45°48'23" W	20.81'
L4	S 76°12'58" W	68.89'
L5	N 83°54'56" W	34.88'

Water service for these properties to be provided by Moffat Water Supply Corporation

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 60B. The theta angle at City Monument No. 60B is  $01^{\circ} 28' 54"$ . The combined correction factor (CCF) is 0.04485. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Published City coordinates for City Monument No. 60B are N: 10407344.61 E: 3151140.61. Reference tie from City Monument No.

DRAINAGE EASEMENT DETAIL

LOTS - 7  
BLOCKS - 1  
AREA - 32.40 ACRES

OWNERS:  
CBB PROPERTIES, LLC  
10684 W. STATE HIGHWAY 36  
TEMPLE, TEXAS 76502

TEXAS JB INVESTMENTS, LLC  
10648 W. STATE HIGHWAY 36 STE C3  
TEMPLE, TEXAS 76502

VICINITY MAP (not to scale)

ORIGINAL LAYOUT

RECORDATION INFORMATION:  
FILED FOR RECORD THIS 10 DAY OF May, 2017  
IN YEAR 2017 AT 41 PLAT RECORDS OF BELL COUNTY, TEXAS.  
2017-0579

FINAL PLAT of  
CEDAR RIDGE CR  
WITHIN THE CITY OF TEMPLE, BELL

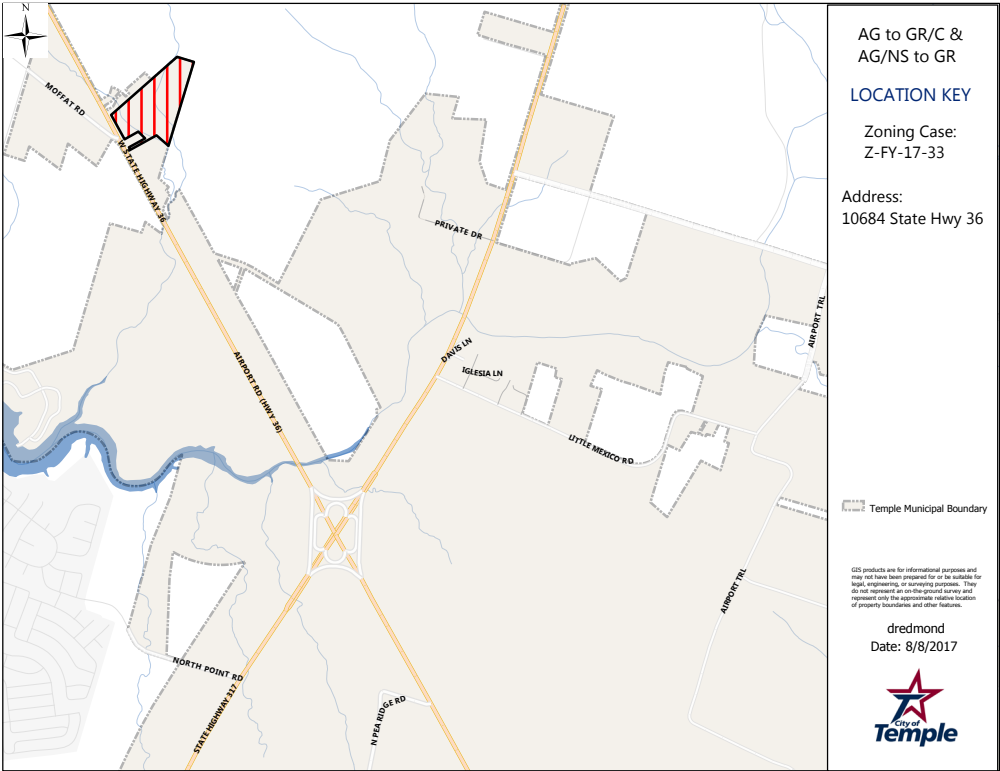
1303 South 21st Street  
Tempe, Texas 76504  
8-2272 Killeen 254-634-4636  
Fax 254-774-7608  
X. Firm Llc. No. 10023600

**ALL COUNTY SURVEYING INC.**

Plot Date: 02-09-2017  
Survey completed: 09-18-2015  
Scale: 1" = 100'  
Job No. 150634.1  
Dwg No. 15063401P  
Drawn by SLH  
Surveyor GCL #4636  
Copyright 2017 All County Surveying

Plat

Cedar Ridge Crossing Phase II Rezoning Attachments



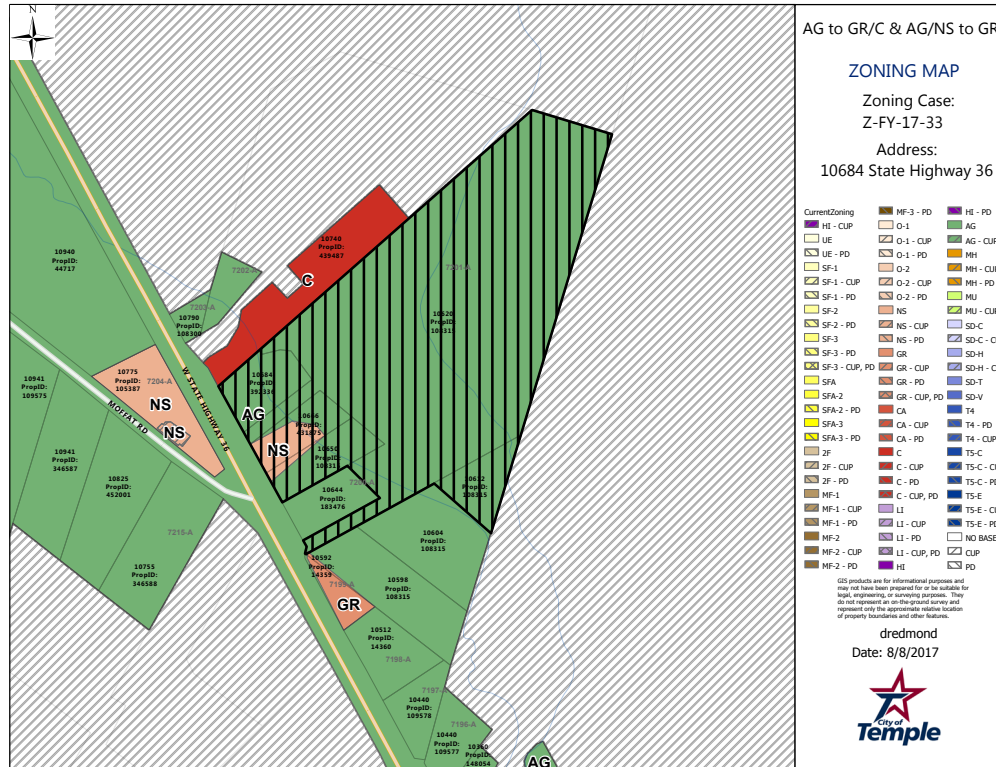
Location Map



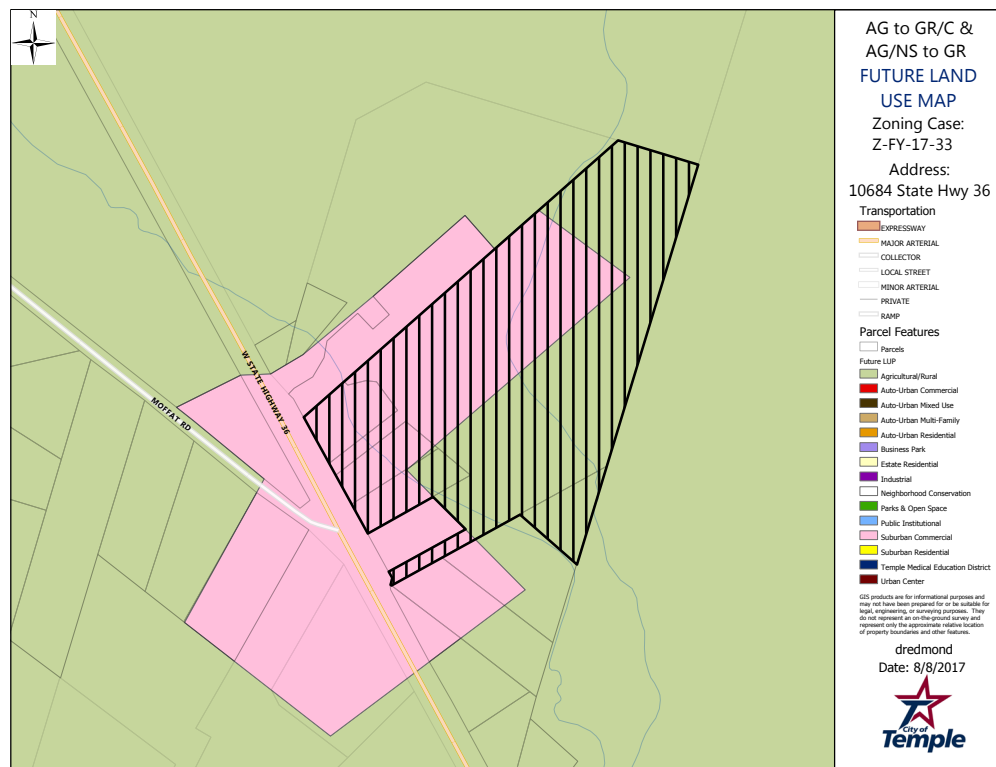
Aerial

9/21/17

# Cedar Ridge Crossing Phase II Rezoning Attachments



Existing Zoning Map

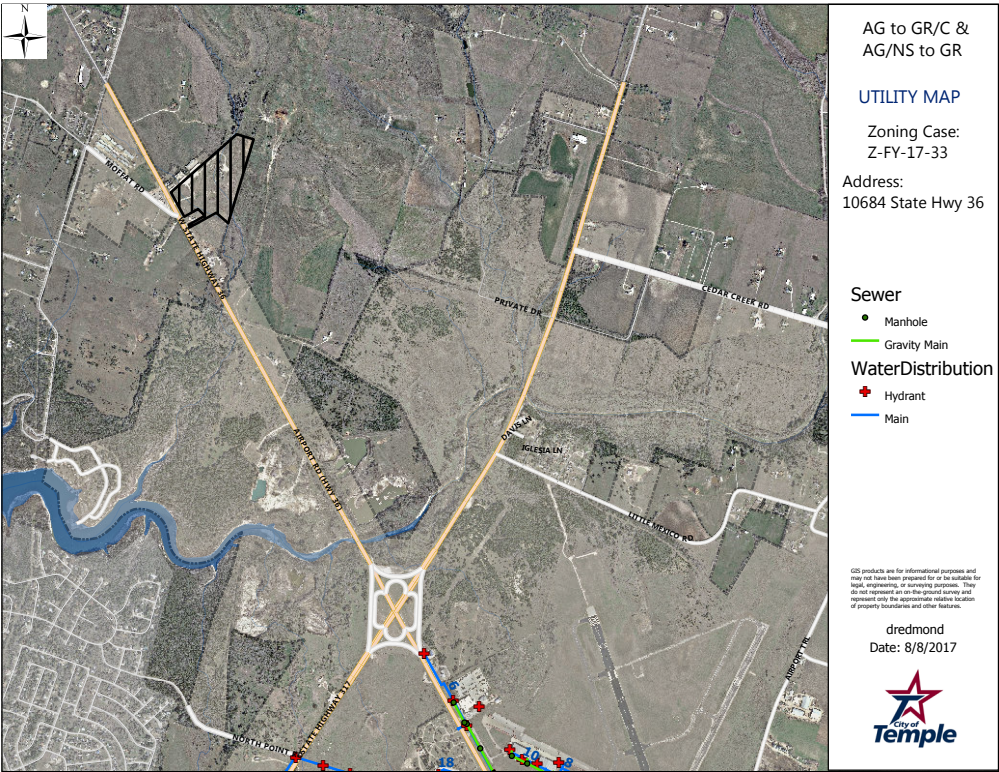


Future Land Use Map

Cedar Ridge Crossing Phase II Rezoning Attachments



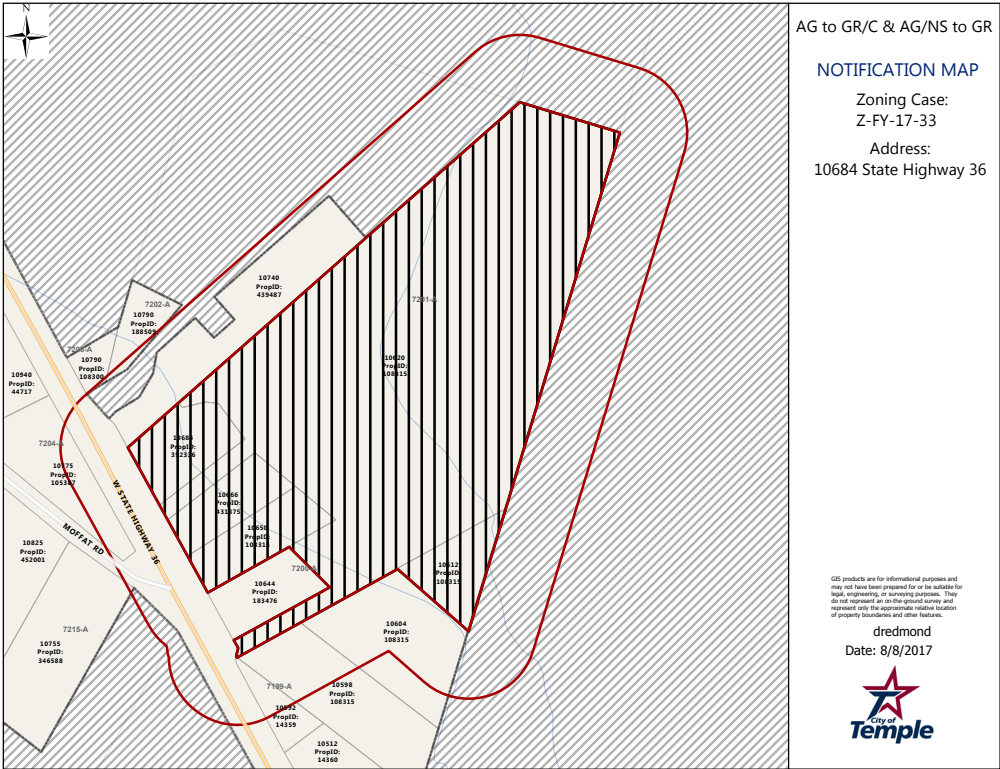
Thoroughfare & Trails Master Plans



Utility Map

9/21/17

Cedar Ridge Crossing Phase II Rezoning Attachments



Notification Map

# Cedar Ridge Crossing Phase II Rezoning Attachments

## Use Comparison Summary Table

	Existing		Proposed	
	Agriculture	Neighborhood Services	General Retail	Commercial
<b>Residential Uses</b>	Single-family dwelling *Home for the aged	Single-family dwelling	Boarding or rooming house Single-family dwelling Home for the aged	Boarding or rooming house Single-family dwelling Home for the aged Duplex
<b>Agricultural Uses</b>	Farm, Ranch or Orchard	Farm, Ranch or Orchard	Farm, Ranch or Orchard	Farm, Ranch or Orchard
<b>Commercial Uses</b>	None	None	Kennel without vet hospital Flea market Upholstery shop	Cabinet shop Maintenance & repair service for building Paint shop College
<b>Education &amp; Institutional</b>	Place of worship *Pre-school	Art gallery or museum	Art gallery or museum College Fairgrounds	Art gallery or museum College Fairgrounds
<b>Industrial Uses</b>	Animal feedlot Recycling collection location *Laboratory Medical	*Laboratory Medical	Laboratory Medical Recycling collection (L)	Laboratory Medical Laboratory Manufacturing Recycling collection (L)
<b>Overnight Accommodations</b>	*Recreational vehicle park	None	Hotel or motel *RV Park	Hotel or motel
<b>Recreational Uses</b>	Park or Playground Zoo	*Alcoholic beverage sales for on-premise consumption: beer and wine only less than 75% revenue from alcohol Theater or playhouse (indoor)	Alcoholic beverage sales for on-premise consumption: beer and wine only less than 75% revenue from alcohol *Swimming pool, commercial Theater or playhouse (indoor)	Alcoholic beverage sales for on-premise consumption: beer and wine only less than 75% revenue from alcohol Swimming pool, commercial Theater or playhouse (indoor)
<b>Restaurant Uses</b>	None	Restaurant (not drive-in)	Restaurant (not drive-in) Restaurant (drive-in)	Restaurant (not drive-in) Restaurant (drive-in)
<b>Retail &amp; Service Uses</b>	*Exercise gym	*Alcohol beverage sales, off-premise consumption, beer and wine store	Alcohol beverage sales, off-premise consumption, beer and wine store Discount or department store	Alcohol beverage sales, off-premise consumption, beer and wine store Discount or department store Exercise gym
<b>Transportation Uses</b>	*Airport or landing field	*Helistop	*Airport or landing field Emergency vehicle service *Parking lot or structure	*Airport or landing field Emergency vehicle service Parking lot or structure
<b>Utility &amp; Service Uses</b>	Fire station Sewage treatment plant	Fire station	Fire station	Fire station Utility shop, storage yard or building
<b>Vehicle Service Uses</b>	None	*Fuel sales	Fuel sales (L) Auto leasing, rental	Fuel sales (L) Auto leasing, rental *Auto storage or auto auction Truck sales

\*Conditional Use Permit required

(L) Permitted by Right Subject to Limitations

# Cedar Ridge Crossing Phase II Rezoning Attachments

**Surrounding Properties & Uses Table**

Direction	FLUM	Zoning	Current Land Use
Site	Suburban Commercial & Agricultural/Rural	AG/NS	mostly vacant & C metal buildings
North	Suburban Commercial & Agricultural/Rural	C/ETJ	C metal buildings & manufactured homes
South	Suburban Commercial & Agricultural/Rural	GR/AG	manufactured home & Ice and Water Quick Stop
West	Suburban Commercial	NS/AG	CEFCO
East	Agricultural/Rural	ETJ	vacant

**Comprehensive Plan Compliance Summary Table**

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	N/A
STP	Trails Master Plan Map and Sidewalk Ordinance	N/A

CP = Comprehensive Plan    STP = Sidewalk and Trails Plan

**Non-Residential Dimensional Standards Comparison**

	Existing		Proposed	
	AG	NS	GR	C
<b>Minimum Lot Size</b>	N/A	N/A	N/A	N/A
<b>Minimum Lot Width</b>	N/A	N/A	N/A	N/A
<b>Minimum Lot Depth</b>	N/A	N/A	N/A	N/A
<b>Front Setback</b>	50 ft	15 ft*	15 ft*	*
<b>Side Setback</b>	20 ft	10 ft*	10 ft*	0*
<b>Side Setback (corner)</b>	15 ft	10 ft*	10 ft*	10 ft
<b>Rear Setback</b>	10 ft	0 ft*	0 ft*	0*
<b>Max Building Height</b>	3 stories	2.5 stores	3 stories	ALH

N/A = use permitted but standard does not apply

ALH = any legal height not prohibited by other laws

\* = See Section 4.4 Measurements & Special Cases

9/21/17

**Cedar Ridge Crossing Phase II Rezoning  
Attachments**



Date: Jan 18, 2017

Project: Cedar Ridge Crossing II

Applicant: All County Surveying

Address: 10648 Hwy 36  
Temple, TX

**Re: Sidewalk Waiver Request**

The Planning Department is in receipt of your request for a Sidewalk Waiver Request. As part of the platting procedures described in Section 3.6 through Section 3.8 of the Unified Development Code (UDC) or the Building Permit procedure in Section 3.13, an applicant may request a waiver of the sidewalk requirements in Section 8.2.3.

The Director of Planning must approve, approve with conditions or deny a written request for waiver of the sidewalk requirements in Section 8.2.3 or the Director of Planning may refer a request for waiver to the Planning and Zoning Commission and City Council.

In determining whether to approve, approve with conditions or deny a Sidewalk Waiver application, the Director of Planning must consider the following criteria. The Director of Planning has determined the following:

- ☐ A. Special topographical or other conditions exist on the property being platted, developed or redeveloped, such that a literal enforcement of this section would result in unnecessary hardship.
- ☐ B. The purpose of this UDC is observed and substantial justice is done.
- ☐ C. The waiver is in the public interest.
- ☒ D. The anticipated volume of vehicular and pedestrian traffic in the area based on the proposed development and the current or future uses of surrounding property as set forth in the Comprehensive Plan, Zoning District Map and Citywide Trails Master Plan.
- ☒ E. The likelihood that a proposed new sidewalk will connect to other sidewalks in the adjoining areas within five years.
- ☒ F. The likelihood of the area for which a waiver is being requested to serve as a pedestrian link between public or private facilities in adjoining areas.
- ☐ G. Whether due to the width or the anticipated reconstruction of adjoining roadways, construction of a sidewalk on the property under consideration makes economic sense.
- ☐ None of the Above.

Therefore, the Director of Planning has determined that your Sidewalk Waiver is:

☒ Approved    ☐ Approved with Conditions    ☐ Denied    ☐ Referred to P&Z Commission and City Council

If you have any questions, please feel free to contact me at 254-298-5668 or bchandler@templetx.gov.

Sincerely,

Brian Chandler, AICP  
Director of Planning

Brian Chandler, Director of Planning ★ City Hall ★ 2 North Main St. Ste.102 ★ Temple, Texas 76501

Sidewalk Waiver

9/21/17

**Cedar Ridge Crossing Phase II Rezoning  
Attachments**



**MOFFAT WATER SUPPLY CORPORATION**

5460 LAKEAIRE BLVD. TEMPLE, TEXAS 76502

PHONE (254) 986-2457 FAX (254) 986-2530

[www.moffatwatersupply.com](http://www.moffatwatersupply.com)

March 29, 2016

Texas JB Investments, LLC  
10648 St Hwy 36  
Temple, TX 76502

To whom it may concern:

A recent request has been made to determine service availability for property located at 10648 State Hwy 36 or more properly described as 20.85 acres out of the S Fitzhenry Survey, Abstract #312, Bell County, Texas. This letter is confirming if the property is within the service area of Moffat Water Supply Corporation. Sufficient capacity by Moffat Water Supply Corporation to service this parcel with a standard size  $\frac{3}{4}$  inch water meter has been determined at this time.

All availability and acceptance of applications are subject to the Moffat Water Supply Corporation Tariff, on file with the Texas Public Utility Commission.

If there are any further questions or concerns regarding this matter please feel free to contact me.

Sincerely,

Mark Truelove  
General Manager

9/21/17

Cedar Ridge Crossing Phase II Rezoning  
Attachments



RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

BOOP FAMILY TRUST  
10990 WEST STATE HIGHWAY 36  
TEMPLE, TX 76502-6989

**Zoning Application Number:** Z-FY-17-33

**Case Manager:** Dessie Redmond

10684 West State Highway 36, 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:**

See attached

Velma I Boop  
Signature

Velma I Boop  
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](mailto:dredmond@templetx.gov), or mail or hand-deliver this comment form to the address below, no later than **August 21, 2017**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 19

Date Mailed: August 10, 2017

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

RECEIVED

AUG 18 2017

City of Temple  
Planning & Development

Returned Property Owner Notice - Boop

City of Temple

Planning Department

2 North Main Street, Suite 102

Temple, TX 76501

RE: Zoning Application No Z-FY-17-33

I am opposed to the rezoning of above property and express these concerns:

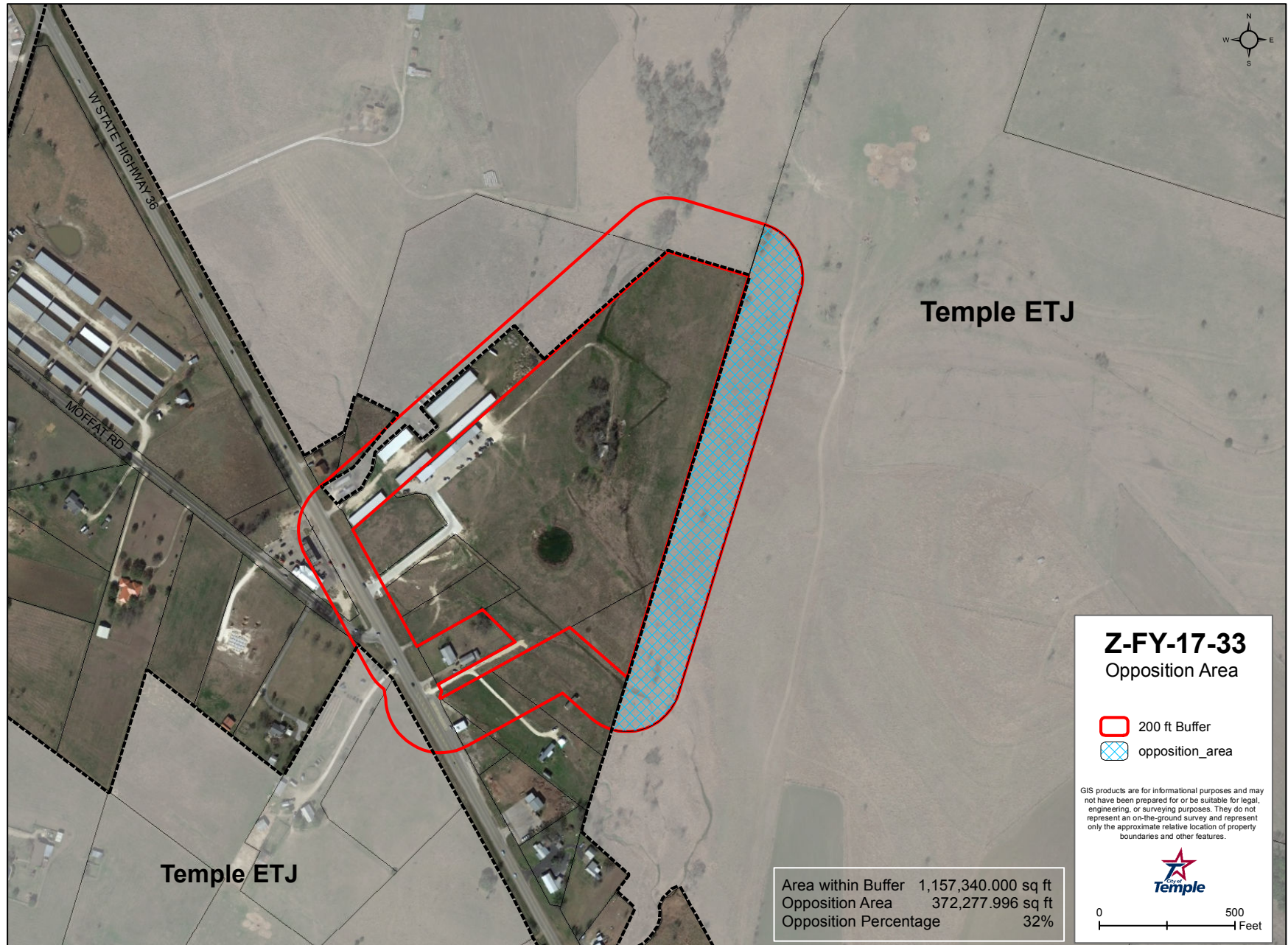
1 – There is a creek that runs on the backside of this property and discharges directly into Lake Belton. When there is a change in the natural flow of runoff that occurs with any new construction, the contamination of our current water source could be impacted by the pollutants that accumulate and runoff during storm events. The said Lake is the only source of water for several municipalities and rural water systems in Central Texas area. What type or level of protection will be implemented from the City to monitor the storm water runoff for pollutants?

2 – While annexation occurred years ago, the City of Temple has yet to provide any utilities (water and wastewater collection) to the area along the HWY 36 corridor, west of the intersection of HWYs 317 and 36. So, with any new businesses coming into this area, the current community serving rural water supply (Moffat WSC) can or will be impacted financially to support growth and development for the proposed rezone area. The rate payers for MWSC will be responsible for supporting the system improvements by a very likely rate increase. It appears the City of Temple is not providing any financial support for the said cost to support growth, while benefiting from the new tax revenue. In addition, it is not a good practice to develop a business location without connecting to a current wastewater collection system for treatment at a wastewater plant.

3 – The proposed area sits on the backside of a hill on Highway 36 just West of the Moffat Road turnoff. The speed limit is 65 MPH coming over this hill, which will see an increase in traffic concerns for an already congested highway. What provisions will be put in place to best manage the already high volume traffic area? Was a traffic study done to see how the rezoning will impact the area?

Boop Family Trust

*Velma J Boop*  
8-17-17



Protest Map

**EXCERPTS FROM THE  
PLANNING & ZONING COMMISSION MEETING  
MONDAY, AUGUST 21, 2017**

**ACTION ITEMS**

**Item 2: Z-FY-17-33** – Hold a public hearing to discuss and recommend action on a rezoning request from the Agricultural (AG) zoning district to the General Retail (GR) zoning district, on 1.34 +/- acres, Lots 1, Block 1; and from AG and Neighborhood Services (NS) to GR, on 2.37 +/- acres, Lots 2 & 3, Block 1; and from AG to Commercial (C), on 1.11 +/- acres, Lot 5, Block 1; and from AG to GR, on 1.01 +/- acres, Lot 4, Block 1; and from AG to C, on 21.18 +/- acres, Lot 4, Block 1 in Cedar Ridge Crossing Phase II, Bell County, located at 10684 West State Highway 36, Temple, Texas.

Ms. Dessie Redmond, Planner, stated this item was scheduled to go forward to City Council for first reading on September 21, 2017 and second reading on October 5, 2017.

Location map shown.

The applicant is Jennifer Ryken with Turley Associates, on behalf of the property owner, Texas JB Investments, LLC & CBB Properties, LLC.

The majority of the site is currently vacant, with some flatwork and existing commercial metal buildings. Access is off of State Highway 36.

Site photos shown.

The rezoning request is from Agricultural (AG) and Neighborhood Services (NS) to General Retail (GR) and Commercial (C).

Surrounding properties include commercial buildings and manufactured homes to the north, existing manufactured home and Ice & Water Quick Stop to the south, vacant property to the east, and CEFCO Convenience Store to the west.

The subject property is located within city limits and annexed a few years ago. The Extraterritorial Jurisdiction (ETJ) abuts to the north and west (which is not subject to city zoning regulations).

The subject property was platted in May 2017.

An existing drainage feature is located in the center of property and portions of the property are within the Special Flood Hazard Area. There are some existing drainage and access easements.

Current and proposed zoning maps shown.

**Cedar Ridge Crossing Phase II Rezoning  
Attachments**

The Future Land Use and Character Map designates the subject property as Suburban Commercial and Agricultural/Rural districts. Suburban Commercial is intended to support office, retail, and service uses. It is anticipated to be developed with these types of uses.

The subject property has existing on-site utilities.

The Thoroughfare Plan designates State Highway 36 as a major arterial which requires a six-foot wide sidewalk. Due to the location, the applicant requested a sidewalk waiver which has already been approved administratively by the Director of Planning.

During the platting process, Texas Department of Transportation (TxDOT) required a one-foot non-access agreement along the property line that abuts State Highway 36.

Public Facilities map shown. There are no existing public facilities in the area currently.

Moffat Water Supply Corporation confirmed sufficient capacity to service the subject property.

Bell County Public Health Sanitarian confirmed the subdivision meets the minimum standards established by the Bell County Board of Health.

This request is in compliance with the Future Land Use and Character Map, the Thoroughfare Plan, and private facilities are available to serve the subject property.

City facilities will not be utilized and no trails are anticipated for the area.

Nineteen notices were mailed in accordance with all state and local regulations with zero notices returned in agreement and one notice returned in disagreement. The property owner who disagreed owns a large portion of surrounding land and the possibility of a protest may be triggered. This calculation will be provided at a later date by the GIS Department.

Staff recommends approval of the request based on the following compliance factors:

- Compatibility with surrounding zoning, existing and anticipated uses;
- Compliance with the Future Land Use Map Suburban Commercial and Agricultural/Rural character district designations;
- Thoroughfare Plan; and
- Availability of private facilities.

Chair Rhoads opened the public hearing.

Ms. Cathy Boniface, 5038 Lakeaire, Temple, Texas, stated she is speaking on behalf of the Boop Family Trust. Ms. Boniface stated they were opposed to the request. There is a creek that runs behind the subject property which separates the Boop property from the subject property. It discharges directly into Lake Belton. Ms. Boniface was concerned with possible impact of and contamination to the only source of water (Lake Belton) for many municipalities due to new construction and land changes.

Ms. Boniface wanted to know what type of protection would be implemented from the City to monitor the stormwater runoff.

When the area was annexed years ago, the City of Temple has yet to provide any utilities as far as water or wastewater collection along State Highway 36 corridor and west of Highway

**Cedar Ridge Crossing Phase II Rezoning  
Attachments**

317. For any new businesses coming into the area, the current water supply system (Moffat Water) will be impacted financially which impacts the consumers. However, the City will benefit from the tax revenue.

The traffic congestion and accidents are a big concern. Will the City make any provisions to manage the high traffic area and was a traffic study done to review the impact to the area?

Ms. Redmond responded Moffat Water Supply submitted a letter stating they had sufficient capacity.

State Highway 36 is a TxDOT road and when the plat went through the platting process, TxDOT did require a one-foot non-access agreement along the property line that abuts 36.

Mr. Brian Chandler, Director of Planning, added that the City does not require traffic impact studies or analyses (TIA). However, because it is a TxDOT roadway and depending on what the applicant proposes within the zoning, TxDOT may require a TIA depending on the uses proposed in order to determine turning movements and the volume of traffic coming in and out of the site.

Regarding the protest majority, Mr. Chandler stated just looking at the map it probably does exceed the 20 percent threshold which would trigger a protest; however, that calculation would need to be confirmed by GIS/IT.

Ms. Jennifer Ryken, Turley Associates, 301 North 3<sup>rd</sup> Street, Temple, Texas, stated as far as the stormwater runoff, they still have to submit full site plans for anything done in the future on the subject property. Part of that would be doing mitigation due to the increase of impervious cover.

Ms. Ryken stated currently they do not hit the Texas Commission of Environmental Quality (TCEQ) volumes for stormwater quality runoff but would try to minimize it. The plat is reviewed by the City Staff departments to meet City of Temple standards.

Ms. Redmond confirmed the subject property is platted.

There being no further speakers, the public hearing was closed.

Ms. Redmond pointed out the creek which is a dry (runoff) creek.

Commissioner Crisp made a motion to approve Item 2, **Z-FY-17-33**, as presented, and Commissioner Alaniz made a second.

*Motion passed: (7:0)*

Commissioners Armstrong and Marshall absent

ORDINANCE NO. \_\_\_\_\_  
(Z-FY-17-33)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE REZONING OF SEVERAL LOTS IN CEDAR RIDGE CROSSING PHASE II, LOCATED AT 10684 WEST STATE HIGHWAY 36, TEMPLE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

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

**Part 1:** The City Council approves a rezoning of several lots in Cedar Ridge Crossing Phase II, located at 10684 West State Highway 36, Temple, Texas, as follows:

- a) Agricultural to General Retail on Lot 1, Block 1;
- b) Agricultural and Neighborhood Services to General Retail on Lots 2 and 3, Block 1;
- c) Agricultural to Commercial on Lot 5, Block 1;
- d) Agricultural to General Retail on Lot 4, Block 1; and
- e) Agricultural to Commercial on Lot 4, Block 1.

**Part 2:** Staff recommends approval of the rezonings stated above and as outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes.

**Part 3:** The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

**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 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 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 **21<sup>st</sup>** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **5<sup>th</sup>** day of **October**, 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

---

09/21/17  
Item #9  
Regular Agenda  
Page 1 of 5

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

Mark Baker, Senior Planner

**ITEM DESCRIPTION:** FIRST READING - PUBLIC HEARING - Z-FY-17-41: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Planned Development - Neighborhood Service zoning district, on 1.012 +/- acres, located in the George W. Lindsey Survey, Abstract No. 513, Bell County, Texas, located at 830 and 850 FM 2271.

**PLANNING & ZONING COMMISSION RECCOMENDATION:** At their August 21, 2017 meeting, the Planning & Zoning Commission voted seven to zero to recommend approval of the proposed rezoning per staff's recommended conditions. During the meeting the following were discussed:

1. Non-residential uses of the subject property;
2. Buffering and screening;
3. Exterior building materials; and
4. Residential character of the neighborhood

As a result of the Planning & Zoning Commission meeting, a condition has been added in which the applicant has agreed to stone or brick on the west, east and south-facing building elevations. Along with the Development/ Site Plan, building elevations will be submitted for public review by the Planning & Zoning Commission and City Council. Notification of property owners within 200 feet will occur with the public review.

**STAFF RECOMMENDATION:** Staff recommends approval for a rezoning from Agricultural (AG) district to Planned Development – Neighborhood Service (PD-NS) district for the following reasons:

1. The request **is** in compliance with UDC Section 3.4.5A-J Planned Development Criteria;
2. The request, conditioned as a Planned Development is **partially** consistent with Future Land Use Map designation of the Suburban Residential land use designation;
3. The request, conditioned as a Planned Development is **partially** consistent with the FM2271 Corridor Plan's recommended zoning and land use designations;
4. Public facilities **are** available to serve the property; and
5. The request, conditioned as a Planned Development would help ensure compatibility with surrounding uses and the anticipated and potential growth of the corridor.

As a Planned Development with Neighborhood Service base zoning, (PD-NS), staff recommends the following conditions:

1. Submittal of a Development/ Site Plan & exterior building elevations for consideration and review by the Planning & Zoning Commission and City Council;
2. Development of the property shall be limited to detached single-family residences, beauty salon, barber shop or other similar types of personal services and general office uses;
3. A 15-foot perimeter buffer and screening strip consisting of a combination of existing trees, solid fencing ranging between 6-8-foot high and new plantings reviewed at the time of public Development/ Site Plan review;
4. Maximum building height of two stories (25 feet);
5. Residential appearance to buildings with pitched roofs, windows, foundation plantings and brick / masonry facades;
6. Use of stone or brick, no less than eight feet in height from grade on the east, west and south-facing building elevations;
7. Freestanding signs with a maximum 10 feet in height and limited to external illumination; and
8. Lighting shall be shielded using full-cutoff fixtures to prevent light trespass to neighboring properties.

**ITEM SUMMARY:** The applicant, A.C. Boston, on behalf of Boston Properties, requests the rezoning of two tracts of land, combined for 1.012 +/- acres, proposed for rezoning from Agricultural (AG) zoning district to Planned Development - Neighborhood Service (PD-NS) zoning district. Development is proposed for a barber shop on the tract addressed as 830 FM 2271. The tract of land addressed as 850 FM 2271 has potential for an office or other similar use. The applicant has agreed to restrict and condition these uses through a Planned Development concept.

The subject property has been graded and trees and other vegetation have been cleared within the interior and portions of the perimeter boundary of the two lots. Per Stormwater Code Section 27-6, a Storm Water Pollution Protection Plan (SWPPP) and site notice are required to have been submitted to Public Works Engineering for consideration. According to Engineering, records, no application has been filed. Therefore, compliance to drainage issues will need to be addressed during the review of the development/ site plan.

**PLANNED DEVELOPMENT (UDC SEC. 3.4):** 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 / Site Plan approval.

Per UDC Sec.3.4, the Development / Site Plan is binding and subject to review and approval by City Council. As opposed to a standard rezoning, conditions of approval can be included into the rezoning Ordinance.

Further, although this PD will have a base zoning of Neighborhood Service (NS), only two uses will be identified as permitted uses. Dimensional standards of the base-NS are applicable however, building height will be restricted to two-stories rather than three allowed in NS. At the same time, the PD concept codifies the intent of the FM 2271 Corridor Plan and utilizes the natural resources to add buffer and screening of the existing residential uses from the development of the subject property. As a PD, a Development / Site Plan is required and reviewed by the Planning & Zoning Commission and City Council in the future.

In determining whether to approve, approve with conditions or deny a Planned Development application, the Planning & Zoning Commission and City Council must consider criteria as set forth in UDC Section 3.4.5 A-J. The Planned Development Criteria and Compliance Summary is attached.

**FM 2271 CORRIDOR PLAN:** The City of Temple City Council adopted the FM 2271 Corridor Plan per Ordinance 98-2589. The Corridor Plan was intended to be a general guide for development within the study area over the course of 10 to 20 years. While it was adopted in 1998, it is still a relevant guideline for the defined corridor. It is noteworthy however, that this is the third rezoning request for non-residential uses within the corridor in the last three months and the area may be experiencing a transition to other types of uses.

The study area for the Corridor Plan spans one-quarter mile on either side of FM 2271 / Morgan's Point Road, within the corporate boundaries of the City of Temple, bounded by Belton Dam on the south and Bonnie Lane on the north, consisting of approximately 438 acres of land. The subject property is within those boundaries and is subject to the guidelines of the Corridor Plan. The subject property, being equally-distant between two nodes of general-retail, is identified for low-density residential uses which are more typical of the Single-Family One (SF-1) or Urban Estate (UE) zoning districts.

**While staff is supportive of SF-1 or UE zoning, UDC Section 7.2.4, prohibits new residential driveways onto an arterial. In addition, the inherent way the corridor has developed, additional residential uses may pose their own unique set of challenges.**

Although this may be remedied by plat design or shared driveway, the overall size and orientation of the existing lots add to the challenges of developing the remaining lots for residential uses, particularly on the west side of FM 2271.

According to the applicant, the subject property has been previously used for non-residential uses. Since there are no vesting rights after a non-conforming use has been abandoned, as provided for by UDC Sec. 9.2.4, it is noteworthy that non-residential uses have been established along residential-sections of FM 2271 in the past.

In order to accommodate development, a formal subdivision plat is required. The plat will also address access consideration to the western-most property (850 FM 2271).

In addition, there are some existing mature trees on the subject property, particularly on the western-most tract, addressed as 850 FM 2271. Per UDC Section 7.4.4, a minimum 5% of the subject property is to be landscaped. It is further noted that per UDC sections 7.4.7 and 7.4.11, existing landscaping requirements may be adjusted using interior trees that exist prior to development. This is an opportunity to use the existing trees to meet code requirements.

Further, since there are existing residential uses which need to be screened and buffered from a potential non-residential use, a 15-foot perimeter buffer, which incorporates the existing trees and supplemented by a solid six to eight foot high fence and additional landscape materials is warranted. Compliance to the use of existing trees and the effectiveness for screening and buffering would be confirmed with the public review of the formal development / site plan at the time of site development.

Staff has met with the applicant, identified and agreed upon on two types of users that are compatible: (1) a beauty salon, barber shop or other similar service use and/or (2) an office use. These two use types have similar land use impacts, such as traffic, to a single-family residential use. Further, staff has identified that the subject property could accommodate up to four single family lots.

According to the Institute of Transportation Engineers (9<sup>th</sup> Edition), four single family residences would generate four peak hour trips. In comparison, the more intensive, barber shop / beauty shop would generate approximately 3.86 peak hour trips for a 2,000 square foot building. A table comparing peak hour traffic volumes for the proposed uses are provided in the attached table.

TxDOT has confirmed that the southern-most driveway will be permitted as a 30-foot wide driveway access point to accommodate future development. Upon permit issuance, the northern driveway will be removed by TxDOT. Construction of the southern driveway will follow upon permit by the property owner of 830 FM 2271.

Therefore, in an effort to accommodate the applicant's desire to market the property for non-residential uses as well as address the unique challenges that this location present, a Planned Development provides **partial consistency** with the goals and intent of the FM 2271 Corridor Plan. As a Planned Development, specifically identified non-residential uses having similar traffic impacts to single family uses, combined with adequate buffering, screening and implementation of the FM 2271 Corridor Plan's non-residential guidelines, will be necessary.

**COMPREHENSIVE PLAN (CP) COMPLIANCE:** Compliance to goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan are summarized by the attached Comprehensive Plan Compliance table but further described below:

**Future Land Use Map (CP Map 3.1)**

The subject property is entirely within the Suburban Residential land use district. The Suburban Residential district is for mid-size single family lots, allowing for greater separation between dwellings and more emphasis on green spaces versus the streets and driveways that predominate in an Auto-Urban setting. While staff supports this specific non-residential zoning within the Suburban Residential designation, it is reviewed on a case by case basis and its' compatibility with existing and anticipated uses of the surrounding area. Buffering and screening through a Planned Development concept is recommended in order to gain compatibility. Additional discussion regarding land use compatibility can be found in the FM2271 Corridor Plan section. Therefore as a proposed Planned Development with screening, buffering and restrictions to uses within the proposed Neighborhood Service base-zoning is **partially** consistent with the Suburban Residential Future Land Use Map designation.

**Thoroughfare Plan (CP Map 5.2)**

The subject property takes access from FM 2271, is shown on the Thoroughfare Plan as a minor arterial. A minor arterial requires a minimum 70 feet of right-of-way (ROW) and 49 feet of pavement. The anticipated subdivision plat will address any needed ROW dedication. To date, no dedication issues have been identified. No Transportation Capital Improvement Program (TCIP) improvements scheduled through FY 2024 have been identified.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available from an 8-inch sewer line within FM 2271. Water is available through a 2-inch water line in FM 2271. Public Works has indicated that a two inch water line is sufficient for the uses proposed by the Planned Development.

Temple Trails Master Plan Map and Sidewalks Ordinance

On FM 2271, a proposed City-wide Spine Trail is shown on the Trails Master Plan. In addition, as a major arterial, a six foot sidewalk is required along FM 2271. The City may agree to upsize the six foot sidewalk. Provisions for the sidewalk will be addressed during the plat review stage.

**DEVELOPMENT REGULATIONS:** The attached table compare and contrast, the current Agricultural development standards with the proposed Neighborhood Service district standards.

**PUBLIC NOTICE:** Twenty Two notices to property owners within 200-feet of the subject property were sent notice of the public hearing as required by State law and City Ordinance. As of Tuesday September 12, 2017 at 9:00 AM, no notices in agreement and three notices (representing four properties) in disagreement have been received. To date, the percentage of land in protest is 25.38%. **Per UDC Section 3.3.4, a 4/5<sup>ths</sup> vote by City Council is required.**

The newspaper printed notice of the public hearing on August 10, 2017, in accordance with state law and local ordinance.

**SCHOOL DISTRICT:** Belton ISD

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Surveyor Sketch & Field Notes \(Exhibit A\)](#)

[Photos](#)

[Maps](#)

[Tables](#)

[Planned Development Criteria Table \(UDC Section 3.4.5A-J\)](#)

[Returned Property Notices](#)

[P&Z Excerpts \(August 21, 2017\)](#)

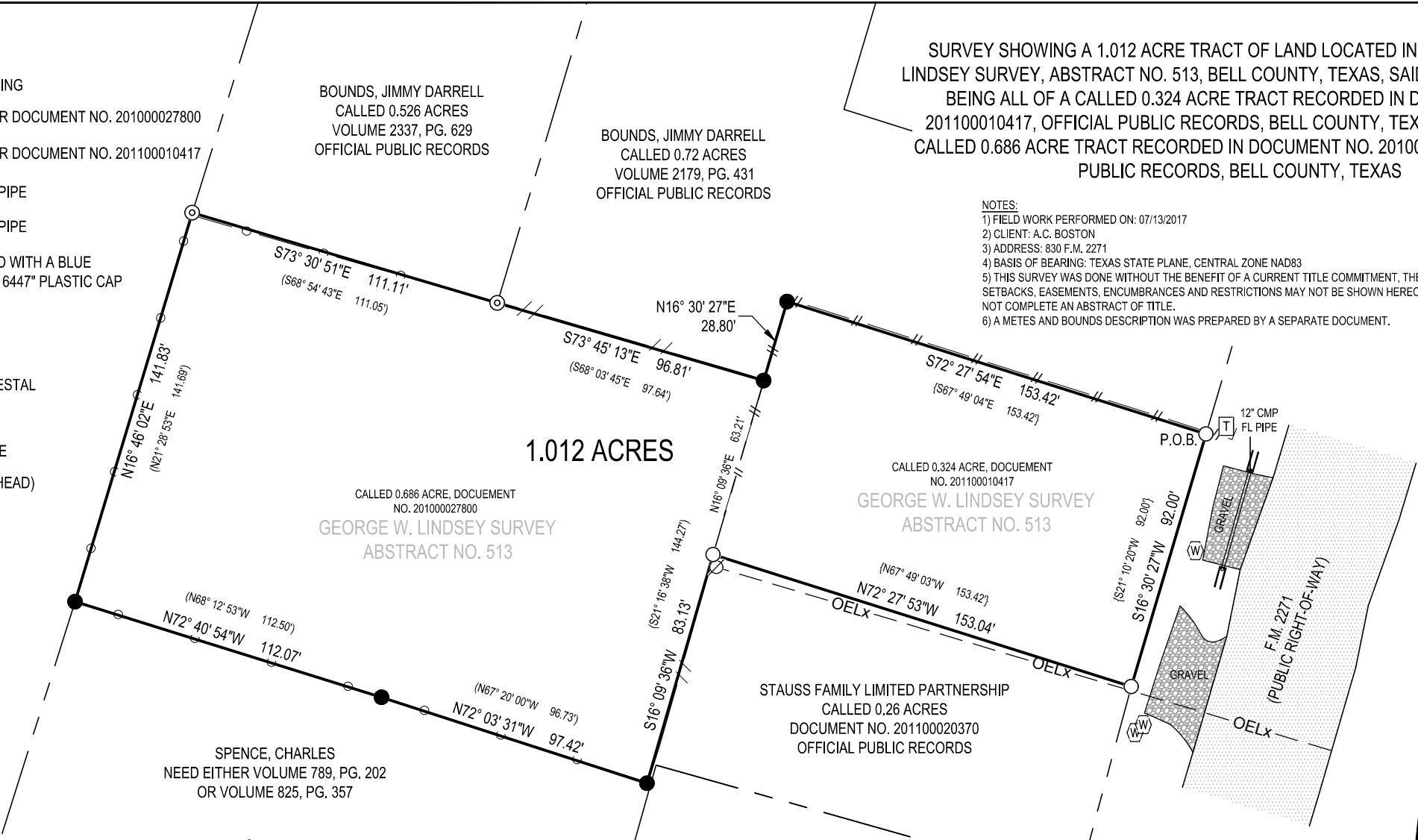
[Ordinance](#)

LEGEND

- P.O.B. POINT OF BEGINNING  
( ) RECORD CALL PER DOCUMENT NO. 201000027800  
{ } RECORD CALL PER DOCUMENT NO. 201100010417  
● FOUND 1/2" IRON PIPE  
⊙ FOUND 1/2" IRON PIPE  
○ SET 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP  
⊘ UTILITY POLE  
Ⓜ WATER METER  
Ⓣ TELEPHONE PEDESTAL  
// — // WOOD FENCE  
- - - - CHAIN-LINK FENCE  
— OELx — ELECTRIC (OVERHEAD)

SURVEY SHOWING A 1.012 ACRE TRACT OF LAND LOCATED IN THE GEORGE W. LINDSEY SURVEY, ABSTRACT NO. 513, BELL COUNTY, TEXAS, SAID 1.012 ACRE TRACT BEING ALL OF A CALLED 0.324 ACRE TRACT RECORDED IN DOCUMENT NO. 201100010417, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS AND ALL OF A CALLED 0.686 ACRE TRACT RECORDED IN DOCUMENT NO. 201000027800, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS

- NOTES:  
1) FIELD WORK PERFORMED ON: 07/13/2017  
2) CLIENT: A.C. BOSTON  
3) ADDRESS: 830 F.M. 2271  
4) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE NAD83  
5) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.  
6) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.



BOUNDS, JIMMY DARRELL  
CALLED 0.526 ACRES  
VOLUME 2337, PG. 629  
OFFICIAL PUBLIC RECORDS

BOUNDS, JIMMY DARRELL  
CALLED 0.72 ACRES  
VOLUME 2179, PG. 431  
OFFICIAL PUBLIC RECORDS

CALLLED 0.686 ACRE, DOCUMENT  
NO. 201000027800  
GEORGE W. LINDSEY SURVEY  
ABSTRACT NO. 513

CALLLED 0.324 ACRE, DOCUMENT  
NO. 201100010417  
GEORGE W. LINDSEY SURVEY  
ABSTRACT NO. 513

STAUSS FAMILY LIMITED PARTNERSHIP  
CALLED 0.26 ACRES  
DOCUMENT NO. 201100020370  
OFFICIAL PUBLIC RECORDS

SPENCE, CHARLES  
NEED EITHER VOLUME 789, PG. 202  
OR VOLUME 825, PG. 357

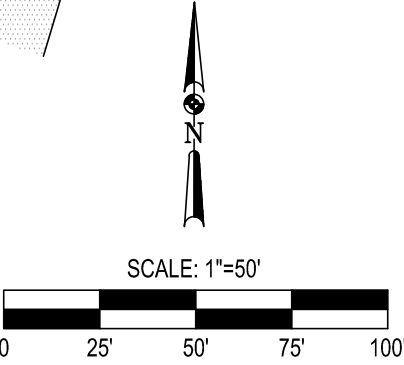
SPENCE, CHARLES  
CALLED 0.52 ACRES  
VOLUME 1390, PG 100  
OFFICIAL PUBLIC RECORDS

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6447  
JOB NO. 17-2180

EXHIBIT A

FIRM NUMBER: 10194104  
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4950  
MAILING ADDRESS: 4500 WILLIAMS DR, SUITE 212, BOX 228, GEORGETOWN, TX 78633



# QUICK INC.

## LAND SURVEYING

Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628

Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633

Phone: 512-915-4950

### FIELD NOTES FOR A 1.012 ACRE TRACT OF LAND:

**BEING A 1.012 ACRE TRACT OF LAND** LOCATED IN THE GEORGE W. LINDSEY SURVEY, ABSTRACT NO. 513, BELL COUNTY, TEXAS, SAID 1.012 ACRE TRACT BEING ALL OF A CALLED 0.324 ACRE TRACT RECORDED IN DOCUMENT NO. 201100010417, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS AND ALL OF A CALLED 0.686 ACRE TRACT RECORDED IN DOCUMENT NO. 201000027800, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 1.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod set in the west line of FM 2271, said point being the northeast corner of said 0.324 acre tract, the southeast corner of a called 0.72 acre tract recorded in Volume 2179, Page 431, Official Public Records, Bell County, Texas and being the northeast corner of the herein described tract;

1. **Thence**, with the west line of F.M. 2271, the east line of said 0.324 acre tract, **N 16° 30' 27" W**, a distance of **92.00'** (RECORD, S 21° 10' 20" W, 92.00') to a 1/2" iron rod set at the southeast corner of said 0.324 acre tract, said point being the southeast corner of the herein described tract;
2. **Thence**, with the southwest line of said 0.324 acre tract, **N 72° 27' 53" W**, a distance of **153.04'** (RECORD, N 67° 49' 03" W, 153.42') to a 1/2" iron rod set at the southwest corner of said 0.324 acre tract, said point being in the east line of said 0.686 acre tract and being an interior corner of the herein described tract;

Thence, following the outer perimeter of said 0.686 acre tract the following six (6) courses and distances:

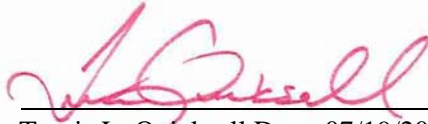
3. **S 16° 09' 36" W**, a distance of **83.13'** to a 1/2" iron rod found at the southeast corner of said 0.686 acre tract, said point being an exterior corner of the herein described tract;
4. **N 72° 03' 31" W**, a distance of **97.42'** (RECORD, N 67° 20' 00" W, 96.73') to a 1/2" iron rod found at the southeast corner of said 0.686 acre tract, said point being an exterior corner of the herein described tract;
5. **N 72° 40' 54" W**, a distance of **112.07'** (RECORD, N 68° 12' 53" W, 112.50') to a 1/2" iron rod found at the southwest corner of said 0.686 acre tract, said point being the southwest corner of the herein described tract;
6. **N 16° 46' 02" E**, a distance of **141.83'** (RECORD, N 21° 28' 53" E, 141.69') to a 1/2" iron pipe found at the northwest corner of said 0.686 acre tract, said point being the northwest corner of the herein described tract;

7. **S 73° 30' 51" E**, a distance of **111.11'** (RECORD, S 68° 54' 43" E, 111.05') to a 1/2" iron pipe found at an angle point of said 0.686 acre tract, said point being an angle point of the herein described tract;
8. **S 73° 45' 13" E**, a distance of **96.81'** (RECORD, S 68° 03' 45" E, 97.64') to a 1/2" iron rod found at the northeast corner of said 0.686 acre tract, said point being in the northwest line of said 0.324 acre tract and being an interior corner of the herein described tract;

Thence, around the outer perimeter of said 0.324 acre tract the following two (2) courses and distances:

9. **N 16° 30' 27" E**, a distance of **28.80'** to a 1/2" iron rod found at the northwest corner of said 0.324 acre tract, said point being an exterior corner of the herein described tract;
10. **S 72° 27' 54" E**, a distance of **153.42'** (RECORD, S 67° 49' 04" E, 153.42') to the **POINT OF BEGINNING** containing 1.012 acres of land.



  
Travis L. Quicksall Date: 07/19/2017  
RPLS #6447  
Job #17-2180

# Site & Surrounding Property Photos



**Site (830 FM 2271): Undeveloped (As seen from FM 2271)  
(AG)**



**Site (830 FM 2271): Undeveloped (Looking toward North Property Line)  
(AG)**



**Site (850 FM 2271): Undeveloped (Note Vegetation - Western Property Boundary)  
(AG)**



**Site (850 FM 2271): Looking North toward Fence & Residence  
(AG)**



**North: Existing SF Residential Use on Acreage  
(AG)**



**East (Google Earth Image): Existing Residential Uses  
Lakewood West at Lakewood Ranch subdivision  
(Looking North along FM 2271)  
(UE)**



**West: Undeveloped  
(AG)**

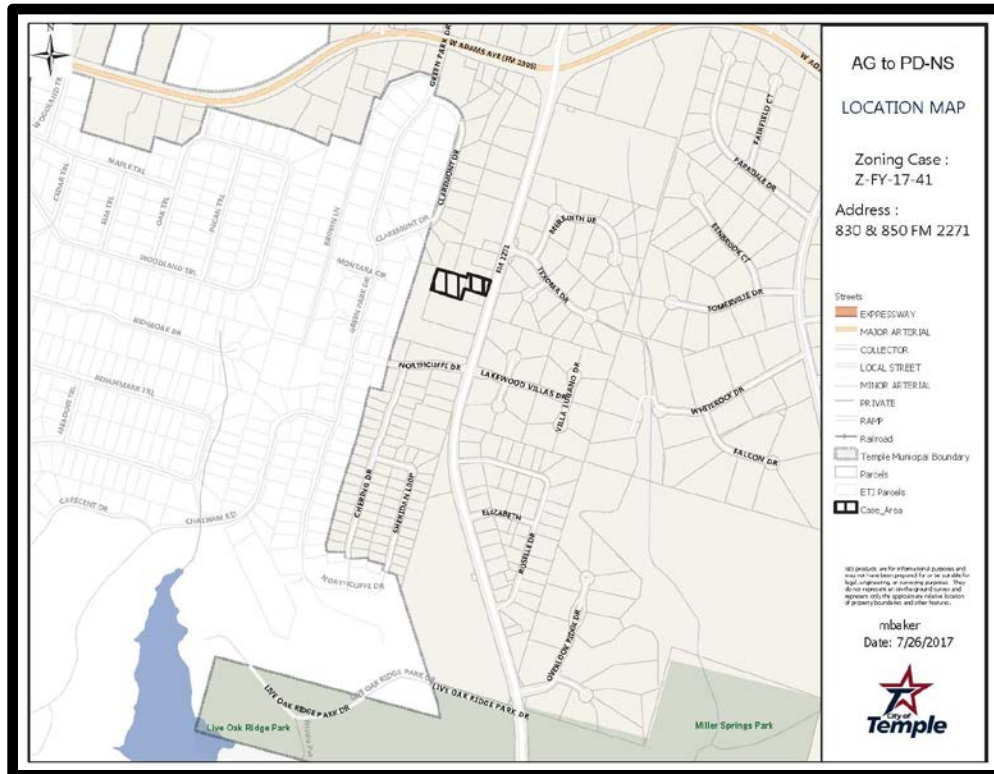


**South: Single Family Use on Acreage (Adjacent to 830 FM 2271)  
(AG)**



**South: Undeveloped (As seen from 850 FM 2271)  
(AG)**

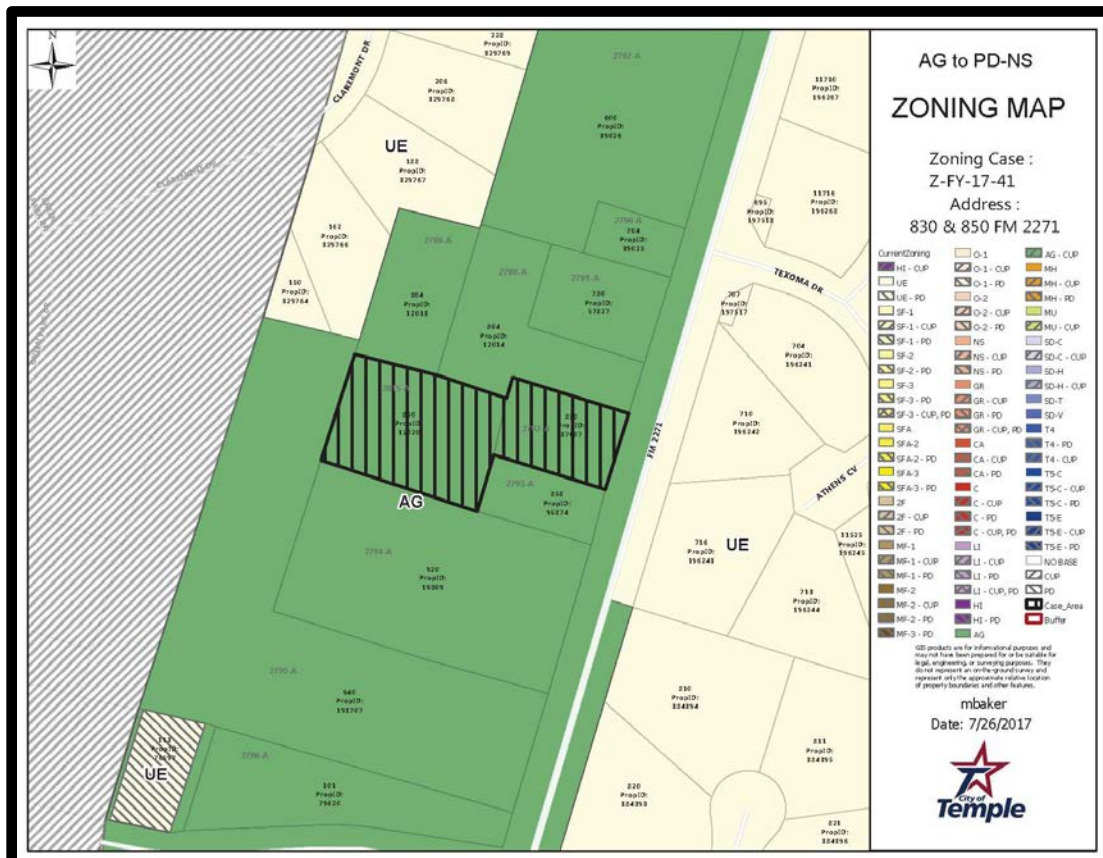
# Maps



Location Map



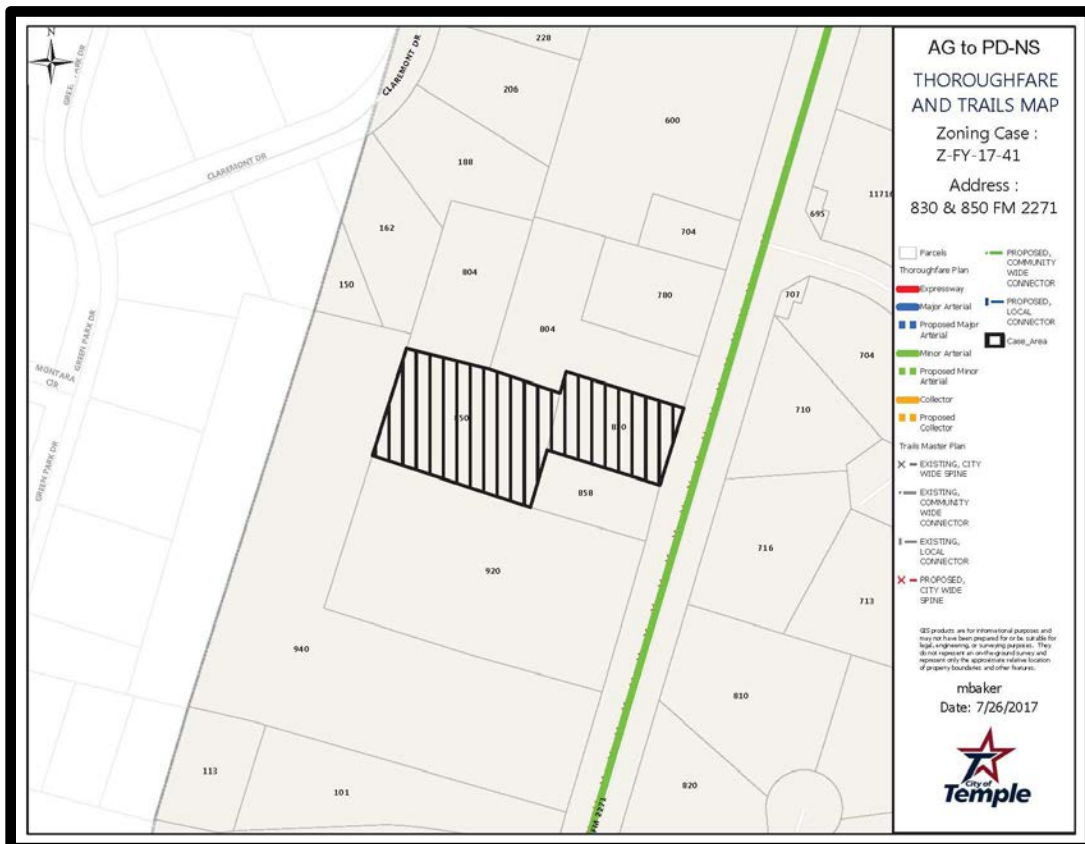
Aerial Map



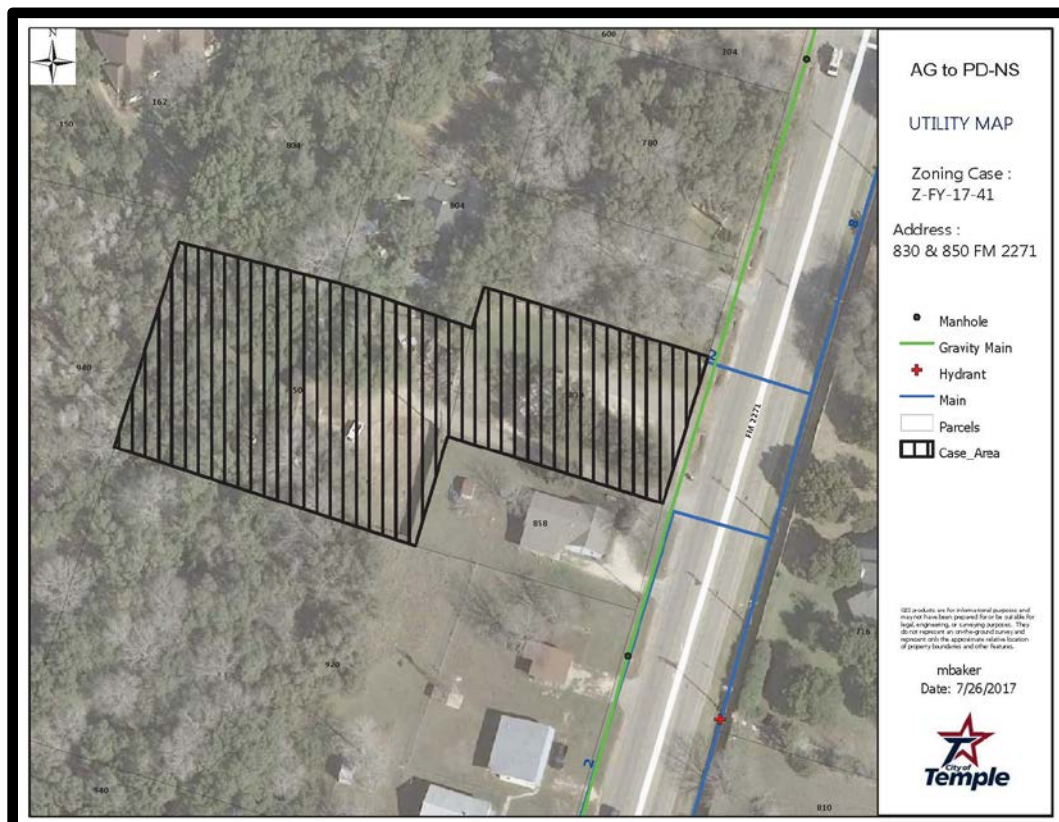
## Zoning Map



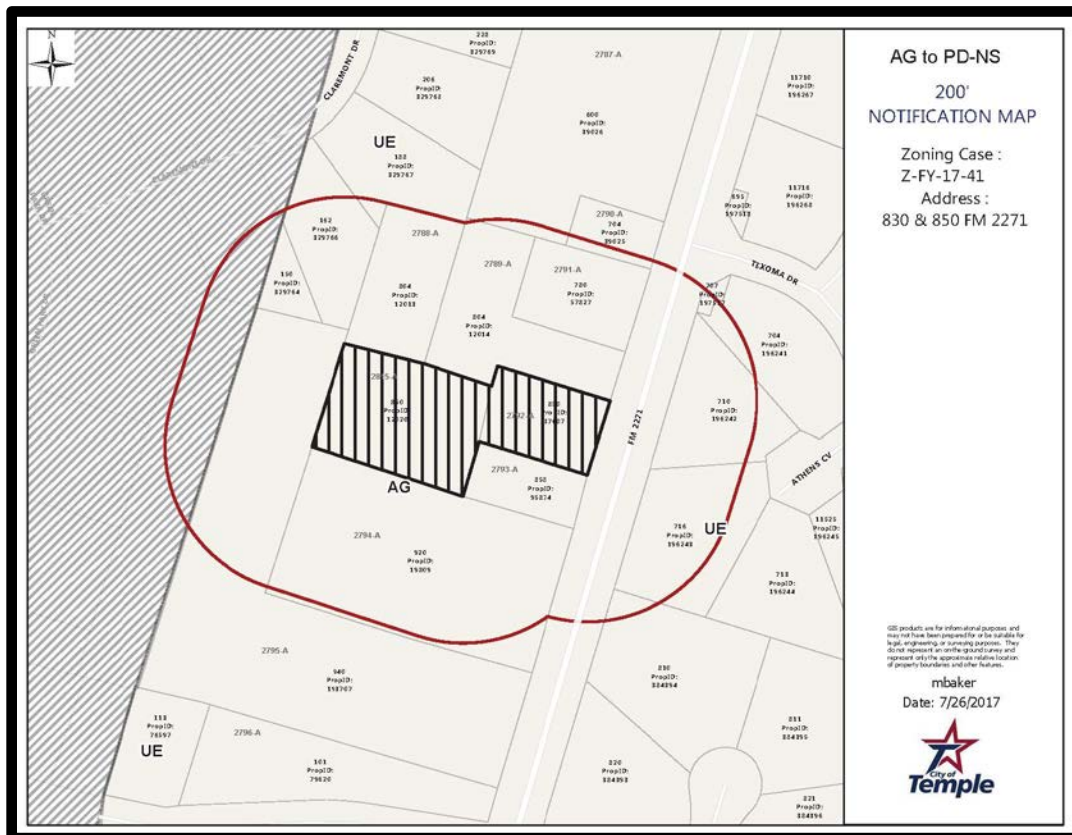
## Future Land Use Map



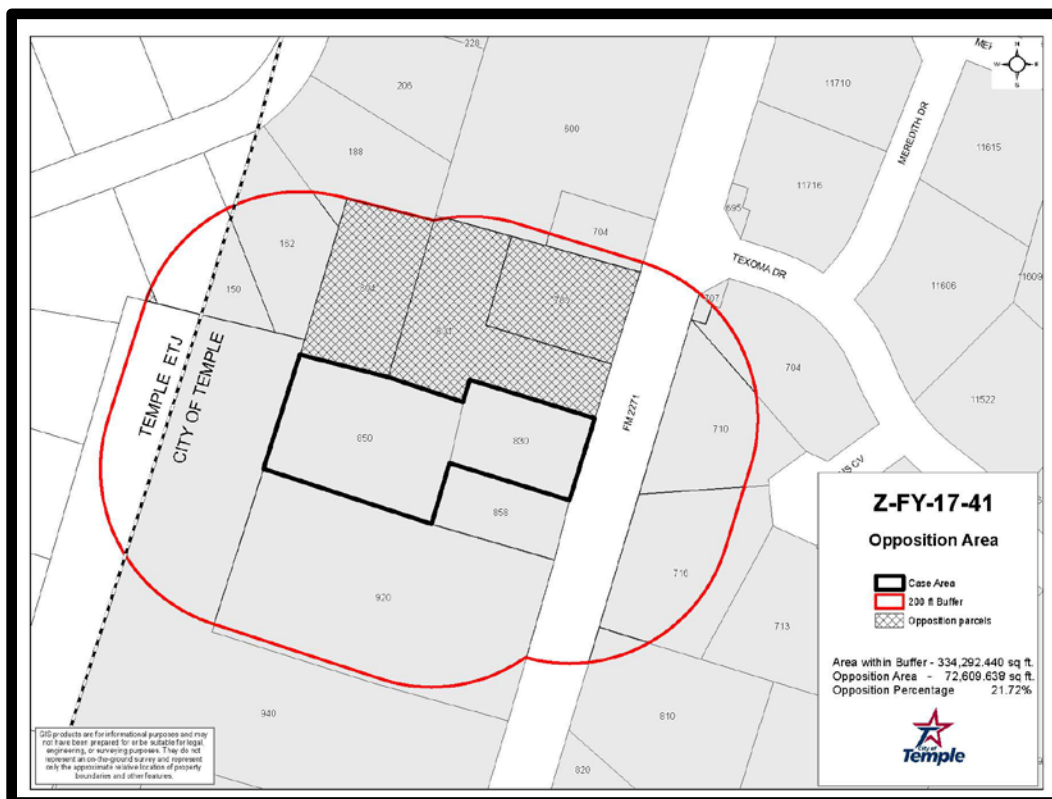
**Thoroughfare & Trails Map**



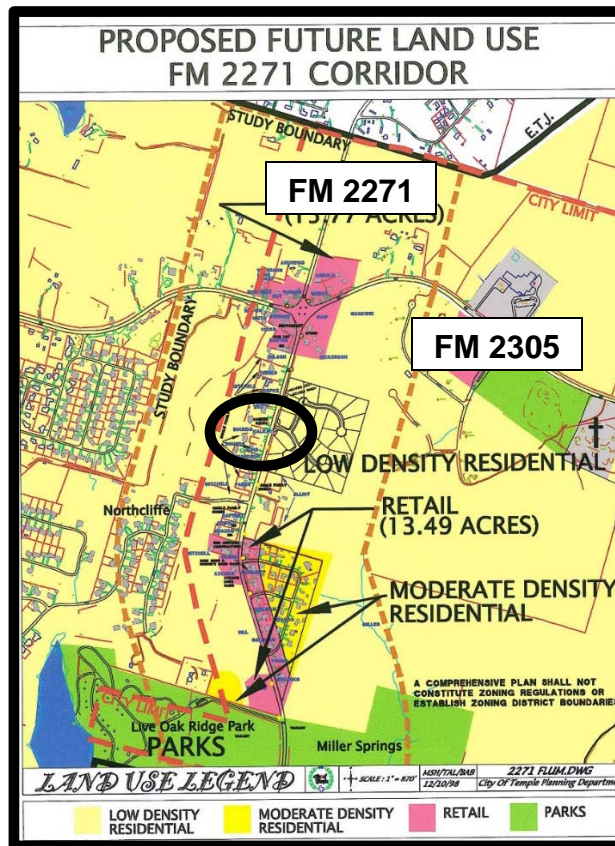
**Utility Map**



Notification Map



Opposition Map



**FM 2271 Corridor Plan – Future Land Use Map**  
**Subject Property Area encircled in BLACK**



**FM 2271 Corridor Plan – Zoning Map**  
**Subject Property Area encircled in BLACK**

# Tables

## Surrounding Property Uses

<u>Surrounding Property &amp; Uses</u>			
Direction	FLUP	Zoning	Current Land Use
Site	Suburban Residential	AG	Undeveloped
North	Suburban Residential	AG	SF Residences on Acreage
South	Suburban Residential	AG	SF Residences on Acreage
East	Suburban Residential	UE	SF Residences
West	Suburban Residential	AG / UE	Undeveloped & Scattered SF Uses

## Comprehensive Plan Compliance

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use Map	<b>PARTIAL</b> <i>(As a Planned Development)</i>
CP	Map 5.2 - Thoroughfare Plan	<b>YES</b>
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	<b>PARTIAL</b> <i>(As a Planned Development)</i>
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	<b>YES</b>
CP = Comprehensive Plan    STP = Sidewalk and Trails Plan		

## Development Standards

	<u>Current (AG)</u> <u>Residential</u>	<u>Proposed</u> <u>(PD-NS)</u> <u>Non-Res</u>
Minimum Lot Size	1 Acre	N/A
Minimum Lot Width	100 Feet	N/A
Minimum Lot Depth	150 Feet	N/A
Front Setback	50 Feet	15 Feet
Side Setback	15 Feet	10 Feet
Side Setback (corner)	15 Feet	10 Feet
Rear Setback	10 Feet	❖ 10 Feet
Max Building Height	3 Stories	2 Stories

❖ **10' rear setback (Non-residential use abuts a residential zoning district or use - UDC Section 4.4.4.F3)**

General provisions for buffering and screening for non-residential uses adjacent to residential uses are found in UDC Section 7.7, highlighted provisions include but not limited to:

- \* Landscaping or solid fencing from 6 to 8 feet in height (UDC Section 7.7.4),
- \* Refuse containers located in the side or rear of the property (UDC Section 7.7.6), and
- \* Screened outdoor storage (UDC Section 7.7.8.B1).

**NOTE: A 15-FOOT PERIMETER LANDSCAPE STRIP IS PROPOSED AS DEPICTED BY EXHIBIT A**

<b><u>Peak Hour Trip Rates Table (9th Ed. ITE Manual)</u></b>	
<u>Use</u>	<u>Peak Hour Trip Rate</u>
Single Family (Detached) Residence	1.00 per DU
General Office Building	1.49 (Per 1,000 S.F.)
Hair Salon	1.93 (Per 1,000 S.F.)

**Planned Development Criteria and Compliance Summary**

UDC Code Section 3.4.5 (A-J)	Yes/No	Discussion / Synopsis
<b>A. The Plan Complies with all provisions of the Design and Development Standards Manual, this UDC and other Ordinances of the City.</b>	<b>YES</b>	It is fully anticipated that the future development / site plan attached with the rezoning ordinance will conform to all applicable provisions of the UDC as well as to dimensional, developmental and design standards adopted by the City for any new non-residential development.
<b>B. The environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on natural resources of the surrounding impacts and neighborhood is mitigated.</b>	<b>YES</b>	Drainage and other related engineering will be addressed at the platting stage. No issues have been identified related to the preservation of existing natural resources on the property.
<b>C. The development is in harmony with the character, use and design of the surrounding area.</b>	<b>YES</b>	The project site is located at the west side of FM2271 approximately 1500 feet south of its intersection with FM 2305. While the FM 2271 Corridor Plan identifies this area as low-density residential, a restricted Planned Development will implement the intent of the Corridor Plan as well as allow non-residential uses to support the existing residential development along this section of the corridor. Restricted uses will compliment and integrate with residential development as opposed to all the uses that are potentially permitted in the Neighborhood Service base zoning.
<b>D. Safe and efficient vehicular and pedestrian circulation systems are provided.</b>	<b>YES</b>	Vehicular circulation will be formally addressed during the platting stage. While there are a number of existing residential driveways, TxDOT input will be required to determine the number of allowed driveways. During this review period, TxDOT has provided a preliminary response being that while the southern driveway will be permitted, the northern driveway will be closed by TxDOT upon permit issuance and the developer of the property will develop the southern driveway.
<b>E. Off-street parking and loading facilities are designed to ensure that all such spaces are usable and are safely and conveniently arranged.</b>	<b>YES</b>	Once the use has been determined, parking will be provided and shown on the future development / site plan which will be reviewed by the DRC as well as the Planning & Zoning Commission and City Council prior to the issuance of any building permit.
<b>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.</b>	<b>YES</b>	No new streets are anticipated but compliance to UDC Section 8.2 would be addressed through any future platting process.
<b>G. Streets are coordinated so as to compose a convenient system consistent with the Thoroughfare Plan of the City.</b>	<b>YES</b>	Compliance and consistency with the Thoroughfare Plan will be addressed during the subdivision plat stage. No compliance issues have been identified.
<b>H. Landscaping and screening are integrated into the overall site design:</b> 1. To provide adequate buffers to shield lights, noise, movement or activities from adjacent properties when necessary. 2. To complement the design and location of buildings.	<b>YES</b>	Landscaping requirements will be addressed with the public review of the development / site plan by the Planning & Zoning Commission and City Council. Review of the building plans will confirm compliance of the adopted Development/ Site Plan. A perimeter buffer strip adjacent to the existing residential uses will ensure adequate buffering and screening from the use of existing trees and other landscape material as well as the existing solid fence. Additional solid fencing may be identified and required during the public review of the Development / Site Plan.
<b>I. Open space areas are designed to ensure that such areas are suitable for intended recreation and conservation uses.</b>	<b>YES</b>	Parkland dedication in accordance with UDC Section 8.3 is not required for non-residential development.
<b>J. Water, drainage, wastewater facilities, garbage disposal and other utilities necessary for essential services to residents and occupants are provided.</b>	<b>YES</b>	Water will be provided by the City of Temple through an existing 2" water line. Public Works staff has indicated that a 2" water line is sufficient for office, beauty salons, barber shops or other similar uses. An 8-inch sewer line is available in FM 2271. No other issues have been identified.



RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

KELLAM, LARRY D ETUX CELESTE  
128 CLAREMENT DR  
BELTON, TX 76513

Zoning Application Number: Z-FY-17-41

Case Manager: Mark Baker

Location: 830 and 850 FM 2271, 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:**

\* Concerns ON the <sup>potential</sup> impact to property values  
\* Could set A precedent for the other property owners fronting 2271 to do the same.  
\* Concerns about visual impact from our homes  
\* Our homes were purchased knowing this was zoned Agricultural Use.

 8/14/17

LARRY D. Kellam

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, [mbaker@templetx.gov](mailto:mbaker@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 21, 2017**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

**RECEIVED**

AUG 14 2017

City of Temple  
Planning & Development

Number of Notices Mailed: 22

Date Mailed: August 10, 2017

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

KALKA, LARRY J ETUX JANET K  
780 FM 2271  
BELTON, TX 76513-6578

**Zoning Application Number:** Z-FY-17-41

**Case Manager:** Mark Baker

**Location:** 830 and 850 FM 2271, 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:**

It looks to me that it has already been approved. Because the new owner has already started spreading lots and lots of base material, so that the entire property looks like a parking lot. I definitely disagree with this request.

*Larry J. Kalka*  
Signature *Janet K. Kalka*

Larry J. Kalka  
Print Name Janet K Kalka

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](mailto:mbaker@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 21, 2017**.

**RECEIVED**

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

**AUG 15 2017**

City of Temple  
Planning & Development

Number of Notices Mailed: 22

Date Mailed: August 10, 2017

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

BOUNDS, JIMMY D ETUX PATRICIA  
804 FM 2271  
BELTON, TX 76513-6523

**Zoning Application Number:** Z-FY-17-41

**Case Manager:** Mark Baker

**Location:** 830 and 850 FM 2271, 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:**

THE CRIME RATE WILL GO UP, MORE UNKNOWN PEOPLE ON OUR STREET AND WALKING AROUND OUR PROPERTY, NO MORE QUIET FOR US + OUR GRANDCHILDREN; OUR PROPERTY TAXES WILL GO UP, NO MORE WILDLIFE WALKING THROUGH OUR PROPERTY. MR. BOSTON'S CONSTRUCTION IS SPRAYING DUST EVERYWHERE AND CAUSING HEAD ACES AND COUGHING; TOO MUCH NOISE!

Patricia A. Bounds

Jimmy D. Bounds AND Patricia A. Bounds

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, [mbaker@templetx.gov](mailto:mbaker@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 21, 2017**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

RECEIVED  
AUGUST 16, 2017

Number of Notices Mailed: 22

Date Mailed: August 10, 2017

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

→ MR. BOSTON'S <sup>RENTIERS</sup> ~~RENTIERS~~ AT THE ABOVE LISTED PROPERTIES HAD THE POLICE AND MR. BOSTON CALLED MULTIPLE TIMES!

**From:** [Richard Dayhoff](#)  
**To:** [Mark Baker](#)  
**Subject:** Re-Zoning Northcliffe  
**Date:** Thursday, August 17, 2017 9:10:14 PM

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Mr. Baker - how can I make sure that my opposing viewpoint is considered in the upcoming hearing regarding the goat farm rezoning adjacent to Northcliffe subdivision in Belton/Temple? I am in Seoul, South Korea for a few years and have a house that backs to the goat farm.

Thanks, VR, --Richard

--

Richard Dayhoff  
[dayhoffrp@gmail.com](mailto:dayhoffrp@gmail.com)

Property is Outside of  
200-foot notification Boundary

**EXCERPTS FROM THE  
PLANNING & ZONING COMMISSION MEETING  
MONDAY, AUGUST 21, 2017**

**ACTION ITEMS**

**Item 4: Z-FY-17-41** – Hold a public hearing to discuss and recommend action on a rezoning from Agricultural (AG) zoning district to Planned Development - Neighborhood Service (PD-NS) zoning district, on 1.012 +/- acres, located in the George W. Lindsey Survey, Abstract No. 513, Bell County, Texas, located at 830 and 850 FM 2271.

Mr. Mark Baker, Senior Planner, stated this item was scheduled to go forward to City Council for first reading on September 21, 2017 and second reading on October 5, 2017.

The applicant is requesting a Planned Development–Neighborhood Service (PD-NS) zoning for a potential use of a barber shop/beauty salon or office uses.

A subdivision plat would be required prior to development and may require Planning & Zoning Commission review.

The property is within the boundaries of the FM 2271 Corridor Plan and located in the Belton Independent School District.

On-site photos shown.

Surrounding properties include existing single family residence on acreage, zoned AG, to the north, existing single family residential uses (Lakewood West at Lakewood Ranch subdivision), zoned UE, to the east, existing single family residence, zoned AG, and undeveloped land to the south, and undeveloped land to the west.

FM 2271 Corridor Plan was adopted in 1998 by Ordinance No. 98-2589 and was intended as a general development guide.

The boundaries on both sides of FM 2271 is bordered by Bonnie Lane on the North and by Belton Dam to the South and encompasses approximately 438 acres of land.

The guidelines are to provide for the use of trees and other landscaping materials for corridor enhancement with flexibility for existing materials, promotes residential appearance for non-residential buildings such as pitched roofs and foundation plantings, brick / masonry façades, building / sign height limitations, and places limits on distances between driveways.

Both FM 2271 Corridor Future Land Use and Character and current zoning maps shown.

UDC, Sec. 3.4. defines Planned Development as:

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 / Site Plan approval.

#### Binding nature of Approved Development /Site Plan

Zoning map shown. Currently zoned AG with a proposed Planned Development (PD-NS) and base zoning of Neighborhood Service. This request is in partial compliance with the FM 2271 Corridor Plan. It is compatible with surrounding zoning conditioned with buffering, screening and restrictions to uses.

The Future Land Use and Character Map designates the subject property as Suburban Residential intended for mid-sized single family lots.

Both water and sewer are available to the subject property.

The Thoroughfare Plan designates FM 2271 as a Minor Arterial and any needed right-of-way will be addressed with the plat, as well as sidewalks. FM 2271 does require a six-foot wide sidewalk.

Any trails would be addressed with the plat.

#### Traffic Impact information:

Staff looked at a base use of a single family detached residence triggering approximately a one peak hour trip, and the traffic impacts to both general office uses and a hair salon. The Ninth Edition of the Traffic Impact Manual called out hair salon which Staff interprets to include a barber shop or beauty salon or other similar type of uses. The peak trip number would be comparable.

Staff has determined that the two lots would yield a potential of up to four (4) single family residences so 4 peak hour trips would be generated. Using the example of a hair salon/barber shop or beauty salon, based on approximately 2,000 square feet of building area, approximately 3.8 peak hour trips would be generated and with a general office of approximately 2,000 square feet, 2.9 peak hour trips. The traffic generated would be comparable to that of the 4 single family uses, which the AG zoning district currently allows by right with one acre minimum.

Current and Proposed Development Standards for AG and PD-NS. The FM 2271 Corridor Plan limits a building to two stories maximum height.

Twenty-two notices were mailed in accordance with all state and local regulations with zero notices returned in agreement and three notices returned in disagreement.

With the land area within the buffer, it has been calculated to 25.38 percent which triggers a super majority (a 4/5ths vote) by City Council to approve the request. UDC Sec. 2.4.5.

This rezoning request does present several development challenges. The low-density residential that the FM 2271 Corridor Plan identifies supports the UE zoning but does not support the non-residential development that the applicant is requesting.

The Suburban Residential designation of the Future Land Use and Character Map is supportive of both SF-1 and UE but does not support non-residential development. One of the challenges for residential development per UDC Sec. 7.2.4, is a prohibition for a residential drive on to an Arterial (FM 2271).

Staff's goal has been to identify a compromise between maintaining existing residential character and low-impact non-residential uses that could serve the neighborhood.

This request is in compliance with the Thoroughfare Plan, UDC Sec. 3.4.5 A-J (PD Criteria), compatible with surrounding uses and zoning, and public facilities are available to serve the property.

This request is in partial compliance with the FM 2271 Corridor Plan and the Future Land Use and Character Map.

Staff recommends approval of the request for a rezoning from AG district to PD-NS district, subject to the following conditions:

1. Development/ Site Plan Review by Planning & Zoning Commission and City Council;
2. Development limited to single family residences, barber shop/beauty salon (or other similar/comparable personal service use), and offices;
3. 15-foot perimeter buffer (existing trees, six-feet to eight-feet high fence and new plantings);
4. Building height - maximum of two stories (25-feet);
5. Residential appearance to buildings;
6. Monument signage 10-feet high; and
7. Fully shielded lighting to prevent any light trespass.

Mr. Baker confirmed if this rezoning is approved, a plat would be required along with the site plan.

Discussion regarding similar uses allowed on this property.

Mr. Chandler clarified the applicant specifically requested the barber shop use.

Chair Rhoads opened the public hearing.

Mr. A. C. Boston, 12435 FM 2305, Temple, Texas, stated he was the applicant and clarified he has been working with a buyer for two separate properties. The potential buyer/tenant specifically requested a barber and beauty shop and counseling.

Mr. Boston is very supportive of this request.

Ms. Patricia Bounds, 804 FM 2271, Belton, Texas, stated she lives on the north side at 804 FM 2271 and has done so for over 30 years.

Ms. Bounds is opposed to having any business located next to them.

Ms. Bounds stated all the trees on both properties have been cleared out and there have been problems in the past with the renters. Both Mr. Boston and the Police were called on several occasions because of the renters.

Ms. Bounds has concerns if the property is going to be leased out again, crime will go up, a two story building will be seen, there are no trees, and was told the frontage would be paved.

Ms. Bounds is opposed to this request; the area has been nice and quiet and will not be safe with more crime and traffic.

Ms. Celeste Kellan, 128 Claremont Drive, Belton, Texas, stated she is opposed to the request for several reasons. Northcliffe has always been zoned AG and any type of business could have a negative impact on property values for owners who back up to FM 2271.

Ms. Kellan asked about the previous and similar case located on FM 2271 and requested more details on what happened since Ms. Kellan feels something like this could set a precedent for more owners to do the same thing. The area is concerned about the visual impact as well as more traffic congestion and noise.

Ms. Kellan stated the presentation mentioned there would be 70 percent masonry and wanted to know what the 30 percent would be and what type of barrier would be installed.

Mr. Baker responded that Condition No. 3 would include a 15-foot perimeter buffer as part of the Development/Site Plan that would come back for review, existing trees, six-foot to eight-foot high fence, and new plantings proposed within the perimeter of the property boundary.

Uses would need to be of a similar and personal service and/or office use only.

In terms of materials, 70 percent would be masonry, and the remaining 30 percent could have materials of something like a metal type or wood.

Mr. Baker explained there was a previous application request located off of 2305 and 2271 which was adopted in June 2017. Another request to allow an office warehouse was done approximately one and a half years ago which was approved, and coming up in the near future is an application for AG to GR to the west of the mentioned cases, all located north of the intersection.

This is the first case located directly on 2271.

Ms. Kellan stated she was still opposed to the request and a six- to eight-foot tall fence is not a good barrier for a two-story building.

Mr. Jim Bounds, 804 FM 2271, Belton, Texas, stated he and his family have lived in the area since the 1940s.

Mr. Bounds is opposed to the request and does not want the building put there. If it fails, the City will turn it into Commercial, and then it will be a car lot and be a real mess. Mr. Bounds believes it will become a car lot eventually and so do his neighbors and are opposed to this request.

Mr. Baker stated the 20 percent threshold has been triggered for a super majority from City Council.

Mr. Chandler addressed the car dealership/car lot matter and stated another zoning request would need to come in and be approved by P&Z and City Council to allow a car lot and what is on the table does not allow that use. If that were to happen, the public would be notified and have the same opportunity to comment.

Mr. Michael Cox, 927 Benchmark Trail, Belton, Texas, stated he has been a barber for 15 years and understands the safety issues. Mr. Cox currently has a barber shop in Belton.

Mr. Cox does not tolerate riff raff or criminal activity and has a good clientele base which include several law enforcement officers. A lot of his customers live in the subject area and feels this would be a great opportunity all around.

Mr. Cox's wife is an LPC and would also like to do some part-time counseling and the work hours would probably not extend beyond 6:00 p.m.

Mr. Cox lives in the area and wants the neighbors to rest assured he will not tolerate the negative issues mentioned.

There being no further speakers, the public hearing was closed.

Mr. Baker clarified that the Development Plan would include the conceptual layout of the parking area, landscaping, setbacks, etc., and the building would need to meet current Code standards.

Commissioner Jones made a motion to approve Item 4, **Z-FY-17-41**, as presented and including stated Conditions 1 through 7, and Commissioner Ward made a second.

*Motion passed: (7:0)*

Commissioners Armstrong and Marshall absent

ORDINANCE NO. \_\_\_\_\_  
(Z-FY-17-41)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL ZONING DISTRICT TO PLANNED DEVELOPMENT – NEIGHBORHOOD SERVICE ZONING DISTRICT ON APPROXIMATELY 1.012 ACRES, LOCATED IN THE GEORGE W. LINDSEY SURVEY, ABSTRACT NO. 513, BELL COUNTY, TEXAS, ADDRESSED AS 830 AND 850 FM 2271; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the applicant, A.C. Boston, on behalf of Boston Properties, requests the rezoning of two tracts of land, combined for approximately 1.012 acres, from Agricultural zoning district to Planned Development – Neighborhood Service zoning district for a proposed barber shop;

**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 – Neighborhood Service zoning district, on approximately 1.012 acres, located in the George W. Lindsey Survey, Abstract No. 513, Bell County, Texas, addressed as 830 and 850 FM 2271, Temple, Texas, with the following conditions:

1. Submittal of a Development/Site Plan & exterior building elevations for consideration and review by the Planning & Zoning Commission and City Council;
2. Development of the property shall be limited to detached single-family residences, beauty salon, barber shop or other similar types of personal services and general office uses;
3. A 15-foot perimeter buffer and screening strip consisting of a combination of existing trees, solid fencing ranging between 6-8-feet high, and new plantings reviewed at the time of public Development/Site Plan review;
4. Maximum building height of two stories (25 feet);
5. Residential appearance to buildings with pitched roofs, windows, foundation plantings and brick/masonry facades;
6. Use of stone or brick, no less than 8-feet in height from grade on the east, west and south-facing building elevations;
7. Freestanding signs with a maximum height of 10 feet and limited to external illumination;
8. Lighting must be shielded using full-cutoff fixtures to prevent light trespass to neighboring properties; 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 – Neighborhood Service zoning district, on approximately 1.012 acres, located in the George W. Lindsey Survey, Abstract No. 513, Bell County, Texas, addressed as 830 and 850 FM 2271, Temple, Texas, as outlined in the survey and field notes attached hereto as Exhibit ‘A,’ and made a part hereof for all purposes and subject to the following conditions:

1. Submittal of a Development/Site Plan & exterior building elevations for consideration and review by the Planning & Zoning Commission and City Council;
2. Development of the property shall be limited to detached single-family residences, beauty salon, barber shop or other similar types of personal services and general office uses;
3. A 15-foot perimeter buffer and screening strip consisting of a combination of existing trees, solid fencing ranging between 6-8-feet high and new plantings reviewed at the time of public Development/Site Plan review;
4. Maximum building height of two stories (25 feet);
5. Residential appearance to buildings with pitched roofs, windows, foundation plantings and brick/masonry facades;
6. Use of stone or brick, no less than 8-feet in height from grade on the east, west and south-facing building elevations;
7. Freestanding signs with a maximum height of 10 feet and limited to external illumination;
8. Lighting must be shielded using full-cutoff fixtures to prevent light trespass to neighboring properties; and

**Part 3:** The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

**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 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 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 **21<sup>st</sup>** day of **September**, 2017.

PASSED AND APPROVED on Second Reading on the **5<sup>th</sup>** day of **October**, 2017.

THE CITY OF TEMPLE, TEXAS

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DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #10  
Regular Agenda  
Page 1 of 1

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

Lacy Borgeson, City Secretary

### **ITEM DESCRIPTION:** Consider adopting resolutions:

- (A) Designating the Chair of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors to fill an unexpired term through December 31, 2017; and
- (B) Appointing one alternate member to the Zoning Board of Adjustment to fill an unexpired term through March 1, 2018.

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

**ITEM SUMMARY:** Chapter 311 of the Tax Code, Tax Increment Financing Act, specifies that each year the governing body of the municipality shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year. The board of directors may elect a vice-chairman to preside in the absence of the chair.

Thomas Baird is currently serving as Chair of the TIF RZ No. 1 Board of Directors. Mr. Baird's term as a member of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors has expired; and therefore a new Chair is to be designated to fill the remainder of the term through December 31, 2017.

At this time, Staff recommends the Council designate one member of the board to serve as Chair to fill the unexpired term through December 31, 2017.

### **FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

RZ No. 1 Board Member List  
[Resolution](#)



## COUNCIL AGENDA ITEM MEMORANDUM

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09/21/17  
Item #11  
Regular Agenda  
Page 1 of 1

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

Lacy Borgeson, City Secretary

**ITEM DESCRIPTION:** Consider adopting a resolution appointing one member of the Tax Increment Financing Reinvestment Zone #1 Board of Directors 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.

Tyler Johnson is a member of the RZ Board and was previously appointed to TEDC's Board of Directors as the RZ representative. Mr. Johnson's term on the RZ Board, and therefore also on TEDC Board, expires this month. At its September 7, 2017 meeting, Council reappointed Mr. Johnson to the RZ Board. This item asks Council to now make the necessary appointment of an RZ representative to TEDC's Board. Mr. Johnson is eligible for reappointment to TEDC's Board.

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

[Resolution](#)