



**MEETING OF THE  
TEMPLE CITY COUNCIL  
MUNICIPAL BUILDING  
2 NORTH MAIN STREET  
3<sup>rd</sup> FLOOR – CONFERENCE ROOM  
THURSDAY, SEPTEMBER 20, 2018  
3:00 P.M.  
AGENDA**

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, September 20, 2018.
2. Receive an I-35 update.
3. Receive an update on the Transportation Capital Improvement Program.
4. Receive an update regarding Tax Increment Financing Reinvestment Zone #1 current and future projects; as well as discuss Reinvestment Zone Bonds Series 2018A and 2018B.

**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 APPEARANCE**

3. Receive comments from Mr. Thomas Hughes regarding a hydraulic fluid spill.

**III. 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.

**IV. BOND ITEMS**

4. [2018-4932](#): FIRST & FINAL READING-PUBLIC HEARING: Consider adopting a “Second Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program” to authorize the issuance of City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2018A.
5. [2018-4933](#): FIRST & FINAL READING-PUBLIC HEARING: Consider adopting a “Third Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program” to authorize the issuance of City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2018B.

**V. CONSENT AGENDA**

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

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



## **Minutes**

### **(A) [September 6, 2018 Special & Regular Called Meeting](#)**

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

- (B) [2018-9321-R](#): Consider adopting a resolution authorizing the purchase of Fire Records Management Software (RMS) software subscription and implementation services from Dell Marketing LP, of Round Rock, in the amount of \$29,383.
- (C) [2018-9322-R](#): Consider adopting a resolution authorizing the purchase of a yearly 2018-2019 sole source financial systems software maintenance contract with Superion, LLC of Chicago, Illinois, in the estimated amount of \$120,931.97.
- (D) [2018-9323-R](#): Consider adopting a resolution authorizing the purchase of a yearly 2018-2019 sole source police records management software maintenance contract with Intergraph Corporation, dba Hexagon Safety & Infrastructure, in the amount of \$86,259.60.
- (E) [2018-9324-R](#): Consider adopting a resolution authorizing the purchase of the annual CityWorks AMS asset management & work order software subscription from Azteca Systems LLC in the amount of \$60,000.
- (F) [2018-9325-R](#): Consider adopting a resolution authorizing annual purchase agreements with various vendors for sign and traffic control supplies for FY2019 in the estimated annual amount of \$57,235.40.
- (G) [2018-9326-R](#): Consider adopting a resolution authorizing annual purchase agreements with various vendors for herbicide and insecticide for FY2019 in the estimated annual amount of \$57,016.14.
- (H) [2018-9327-R](#): Consider adopting a resolution authorizing the purchase of a 2020 Freightliner in the amount of \$102,081 from Houston Freightliner.
- (I) [2018-9328-R](#): Consider adopting a resolution authorizing the single-source purchase of Heil repair parts and services during FY2019 from Heil of Texas in the estimated annual amount of \$60,000.
- (J) [2018-9329-R](#): Consider adopting a resolution authorizing the single-source purchase of Spartan repair parts and service during FY 2019 from Metro Fire Apparatus Specialists in the estimated annual amount of \$50,000.
- (K) [2018-9330-R](#): Consider adopting a resolution authorizing a one-year renewal to the professional services agreement for delinquent account collection services with McCreary, Veselka, Bragg & Allen (MVBA) of Round Rock.
- (L) [2018-9331-R](#): Consider adopting a resolution authorizing a one-year renewal to a services agreement for non-clerical temporary employment services for FY2019 with Stafflink, Inc. dba Link Staffing Services of Houston, in the estimated annual amount of \$60,000.

- (M) [2018-9332-R](#): Consider adopting a resolution authorizing an increase in the estimated expenditures in FY2018 from \$150,000 to \$215,000 for concrete repair and construction services provided by Wilson Construction Services, LLC of Belton.
- (N) [2018-9333-R](#): Consider adopting a resolution authorizing a contract amendment with Clark & Fuller, PLLC, of Temple, for final design and bidding phase services for the Knob Creek Trunk Sewer Improvements Phases II-V, in the amount of \$889,003.14.
- (O) [2018-9334-R](#): Consider adopting a resolution authorizing a contract and deductive change order with TMI Coatings, Inc. (TMI), of St. Paul, MN, for construction services required for the Water Treatment Plant Task 7 Membrane Ductile Iron Pipe Recoating and Modifications Project in the amount of \$345,000.
- (P) [2018-9335-R](#): Consider adopting a resolution authorizing an amendment to the “Administration and Management Agreement” between the City of Temple, City of Belton, and the Brazos River Authority for administration of the Cities of Temple and Belton Industrial Pretreatment Programs.
- (Q) [2018-9336-R](#): Consider a recommendation to the City Council to authorize a contract amendment to a professional services agreement with Kasberg, Patrick & Associates, LP, for services required to incorporate a concept design for the area in TXDOT rights-of-way between Central Avenue and Adams Avenue abutting both sides of Interstate 35 in an amount not to exceed \$59,700.
- (R) [2018-9337-R](#): Consider adopting a resolution authorizing an agreement with Thirkettle Corporation, dba Aqua-Metric Sales Company of Riverside, CA, in the amount of \$519,227.22 for the installation of an Advanced Metering Infrastructure (AMI) system.
- (S) [2018-9338-R](#): Consider adopting a resolution authorizing a Construction Manager-at-Risk guaranteed maximum price construction contract with RM Rodriguez Construction, LP of Temple in the amount of \$444,872 for four facility construction projects.
- (T) Consider adopting resolutions authorizing the following cooperative contract purchases during FY2019:
1. [2018-9339-R](#): Cellular Services – Cello Partnership, dba Verizon Wireless, utilizing a State of Texas DIR contract, in the total estimated annual amount of \$270,000
  2. [2018-9340-R](#): Office Supplies – Perry Office Plus, Inc., utilizing a BuyBoard contract, in the estimated annual amount of \$110,000
  3. [2018-9341-R](#): Janitorial Supplies – Gulf Coast Paper Company, utilizing a BuyBoard contract, in the estimated annual amount of \$100,000
  4. [2018-9342-R](#): Automotive Repair Parts – O’Reilly Auto Parts, utilizing a BuyBoard contract, in the estimated annual amount of \$70,000
  5. [2018-9343-R](#): Tire Retreading Services – Southern Tire Mart, LLC, utilizing a BuyBoard contract, in the estimated annual amount of \$65,000
  6. [2018-9344-R](#): Fire Department Bunker Gear – National American Fire Equipment Co., Inc., utilizing a H-GAC contract, in the estimated annual amount of \$35,000
  7. [2018-9345-R](#): Online Auction Services – GovDeals, Inc., utilizing a BuyBoard contract, with an estimated annual revenue amount of \$150,000.

- (U) [2018-9346-R](#): Consider adopting a resolution approving a Memorandum of Understanding with the Bell/Lampasas Counties Community Supervision and Corrections Department (CSCD) for the supervision of community service workers in the amount of \$7,500.
- (V) [2018-9347-R](#): Consider adopting a resolution authorizing the acceptance of an assignment of a Commercial Contract from Monument Capital, Inc. for the purchase of property located at 503 North General Bruce Drive in Temple.

#### **Ordinances- Second & Final Reading**

- (W) [2018-4929](#): SECOND READING – FY-18-10-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Single Family Two on 169.72+/- acres, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, addressed as 914 North Pea Ridge Road.
- (X) [2018-4930](#): SECOND READING: Consider adopting an ordinance authorizing a five-year franchise with Scott & White EMS, Inc., to provide non-emergency ambulance transfer services within the City.
- (Y) [2018-4931](#): SECOND READING: Consider adopting an ordinance authorizing an amendment and adopting the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to recognize additional tax increment revenue received from Agreements of Appraised Value on property omitted from the tax roll, allocating expenditures for public improvements for years FY 2018, and to fund a required debt service reserve fund associated with the issuance of 2018 Reinvestment Zone No. 1 Tax Increment Revenue Bonds Series 2018A and Taxable Series 2018B in FY 2018.

#### **Misc.**

- (Z) [2018-9348-R](#): Consider adopting a resolution authorizing the submission of Texas Intrastate Fire Mutual Aid System (TIFMAS) grant applications for the request of type three and type six wildland fire apparatuses, in an approximate amount of \$550,000.
- (AA) [2018-9349-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.
- (BB) [2018-9350-R](#): Consider adopting a resolution authorizing the rejection of the bids received for retread/repair tires on July 12, 2018.
- (CC) [2018-9351-R](#): Consider adopting a resolution authorizing the rejection of the one bid received for Telemetry/SCADA Services on July 31, 2018.
- (DD) [2018-9352-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2017-2018.

## **VI. REGULAR AGENDA**

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

7. **2018-4934:** FIRST READING - PUBLIC HEARING - FY-18-11-ZC Consider adopting an ordinance to amend Ordinance 1995-2368 to add 0.49 +/- acres, situated in the Redding Roberts Survey, Abstract No. 692, addressed as 5234 South 31st Street, Temple, Texas, to an existing Planned Development-General Retail and authorize rezoning the 0.49 +/- acres from Agricultural district to Planned Development-General Retail.

## **RESOLUTIONS**

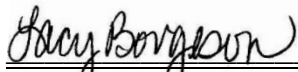
8. **2018-9353-R:** Consider adopting a resolution authorizing annual purchase agreements for utility supplies for FY 2019 with the following vendors in the estimated annual amount of \$322,009.25:
- |                                |              |
|--------------------------------|--------------|
| Core and Main of Belton        | \$165,896.94 |
| ACT Pipe & Supply of Temple    | 124,383.46   |
| Fortiline Waterworks of Austin | 31,728.85    |
9. **2018-9354-R:** Consider adopting a resolution pursuant to Government Code § 2206.053 finding that a 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas is necessary for the construction of the Charter Oak Water Line and authorizing the use of eminent domain to condemn the property.

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

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I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 3:30 pm, on Friday, September 14, 2018.



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 \_\_\_\_\_ 2018.  
\_\_\_\_\_  
Title \_\_\_\_\_



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #3  
Regular Agenda  
Page 1 of 1

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

Timothy A. Davis, Mayor

**ITEM DESCRIPTION:** Receive comments from Mr. Thomas Hughes regarding a hydraulic fluid spill.

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

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

**FISCAL IMPACT:** None

**ATTACHMENTS:**

[Request for placement on agenda](#)



CITY OF TEMPLE, TEXAS

CITY COUNCIL MEETINGS

REQUEST FOR PLACEMENT ON AGENDA

\_\_\_Priority

NAME OF PRESENTER: Thomas L Hughes

ADDRESS: 1228 Redstone Drive

TELEPHONE NO. 254-786-3194

DATE REQUESTED TO APPEAR BEFORE THE COUNCIL: (Note – The City Council meets the first and third Thursdays of each month.) 09-26-2018

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

Street Clean up After City Sweeper  
Hydraulic Fluid leak

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

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

Thomas L Hughes  
SIGNATURE OF PRESENTER

09-24-2018  
DATE

For Office Use:

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## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #4  
Regular Agenda  
Page 1 of 2

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

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** FIRST & FINAL READING-PUBLIC HEARING-Consider adopting a “Second Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program” to authorize the issuance of City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2018A.

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

**ITEM SUMMARY:** On June 5, 2008, the City Council adopted the Master Ordinance, which established the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program for the purpose of enabling the City to provide for the financing of projects within the Zone authorized by the Enabling Act (Chapter 311, Tax Code, as amended) and any other applicable provisions of State law pursuant to which, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Second Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Series 2018A bonds. This Second Supplement is subject to the terms of the Master Ordinance. The Master Ordinance is incorporated in the attached ordinance by reference.

The par amount of the Series 2018A tax exempt revenue bonds are estimated to be **\$23,945,000\*** and the par amount of the Series 2018B taxable revenue bonds are estimated to be **\$5,115,000\***

The proposed Series 2018A and 2018B will fund projects included in the Reinvestment Zone No. 1 (RZ#1) Financing and Project Plans. The projects were identified from the Downtown Master Plan and the 2022 RZ#1 Master Plan. All projects have been reviewed for updated cost estimates, project scope, and project readiness/delivery.

The Series 2018A bonds are issued for (i) designing, constructing, improving, acquiring, extending, expanding, upgrading and developing roads within the Zone, or that benefit the Zone, including the Outer Loop Project, Downtown, the Industrial Park and the Temple Medical and Education District including purchase of any necessary rights-of-way, utilities, utility relocation, drainage, lighting, landscaping, irrigation, pedestrian

facilities, signage and monumentation, traffic safety and operational improvements and other transportation related improvements, (ii) designing, constructing, improving, acquiring and developing the Santa Fe Plaza Infrastructure Project within the Zone including purchase of any necessary rights-of-way, parking facilities, utilities, pedestrian facilities, landscaping and traffic flow and operational improvements, (iii) designing, constructing, improving, acquiring and equipping the Draughton-Miller Regional Airport within the Zone including roadway improvements, utilities, headquarters, arrival/departure canopy, pilot amenities, passenger amenities, parking facilities, storm water and drainage improvements, taxiway and apron expansion, corporate hangar and other related airport improvements and (iv) paying the costs of issuing the Bonds.

The Bonds received a BB+ rating with a stable outlook from Standard and Poor's. The underwriting syndicate for the bonds consist of Raymond James as Senior Manager and Citigroup and Piper Jaffrey & Co. as Co-managers. The bonds are scheduled for pricing on Wednesday, September 19, 2018. The pricing will be held until Thursday for City Council consideration for award of the negotiated pricing.

The bonds are scheduled for closing and delivery of funds on September 27, 2018.

The City's Financial Advisor, Specialized Public Finance Inc., and bond counsel, McCall, Parkhurst & Horton, L.L.P, will be present at the meeting to present the details of the sale and recommended award for the bonds.

**FISCAL IMPACT:** The debt service on the proposed bonds will be paid from the tax increment revenues of the RZ#1. In planning the proposed issues, the RZ#1 Finance Committee reviewed the revenue sources of the RZ#1, current outstanding debt payments and maturities. In determining the recommended amount of debt to issue to support the projects, a minimum 2.0 net revenue ratio is maintained each year. The 'net revenue ratio' is the number of times net revenues cover the average annual debt service. The review of the source of revenues included analysis of the 'concentration' of revenue by taxpayers and participating taxing entities. The forecasted revenues are based on conservative estimates.

A debt service fund will be established from available cash on the date of initial delivery in amount equal to the maximum annual debt service (MADS) for each series of bonds. The estimated MADS for the Series 2018A bonds is \$2,100,000 and the \$500,000 for the Series 2018B Taxable Bonds.

**ATTACHMENTS:**

[Ordinance](#)



**ORDINANCE NO. 2018-\_\_**

**SECOND SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX INCREMENT  
REVENUE FINANCING PROGRAM**

**Adopted September 20, 2018**

**ORDINANCE NO. 2018-\_\_**

**SECOND SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX INCREMENT  
REVENUE FINANCING PROGRAM**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>ARTICLE I</b>	<b>BONDS ISSUED UNDER REVENUE FINANCING PROGRAM .....2</b>
Section 1.01.	DEFINITIONS.....2
Section 1.02.	ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT .....2
Section 1.03.	SECOND SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY .....2
Section 1.04.	LIMITATION OF BENEFITS WITH RESPECT TO THIS SECOND SUPPLEMENT.....3
<b>ARTICLE II</b>	<b>BOND AUTHORIZATION AND SPECIFICATIONS .....3</b>
Section 2.01.	AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS .....3
Section 2.02.	DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.....3
Section 2.03.	PAYMENT OF BONDS; PAYING AGENT/REGISTRAR .....5
Section 2.04.	REDEMPTION.....6
Section 2.05.	REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS. ....7
Section 2.06.	FORM OF BONDS; INITIAL BOND .....10
<b>ARTICLE III</b>	<b>EXECUTION; REPLACEMENT OF BONDS.....11</b>
Section 3.01.	EXECUTION AND REGISTRATION.....11
Section 3.02.	CONTROL AND CUSTODY OF BONDS .....11
Section 3.03.	APPROVING OPINION .....12
Section 3.04.	CUSIP NUMBERS.....12
Section 3.05.	MUTILATED, DESTROYED, LOST, AND STOLEN BONDS.....12
<b>ARTICLE IV</b>	<b>PAYMENTS, REBATE ACCOUNT AND RESERVE ACCOUNT...13</b>
Section 4.01.	PAYMENTS .....13
Section 4.02.	REBATE ACCOUNT.....13
Section 4.03	RESERVE ACCOUNT .....13

<b>ARTICLE V</b>	<b>COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS .....</b>	<b>14</b>
Section 5.01.	COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS .....	14
<b>ARTICLE VI</b>	<b>AMENDMENTS AND MODIFICATIONS .....</b>	<b>17</b>
Section 6.01.	AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS .....	17
Section 6.02.	AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS .....	18
Section 6.03.	EFFECT OF AMENDMENTS.....	19
<b>ARTICLE VII</b>	<b>MISCELLANEOUS .....</b>	<b>19</b>
Section 7.01.	DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS .....	19
Section 7.02.	MAILED NOTICES .....	20
Section 7.03.	DEFEASANCE OF BONDS .....	20
Section 7.04.	PAYING AGENT/REGISTRAR AGREEMENT, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT. ....	21
Section 7.05.	FURTHER PROCEDURES .....	22
Section 7.06.	NONPRESENTMENT OF BONDS.....	22
Section 7.07.	EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS ...	23
Section 7.08.	PARTIAL INVALIDITY .....	23
Section 7.09.	CONTINUING DISCLOSURE UNDERTAKING.....	23
Section 7.10.	CREDIT AGREEMENT .....	26
Section 7.11.	DEFAULT AND REMEDIES.....	26
Section 7.12.	RULES OF INTERPRETATION.....	28
Section 7.13.	INDIVIDUALS NOT LIABLE .....	28
Section 7.14.	PAYMENT OF ATTORNEY GENERAL FEE.....	28
Section 7.15	REPEAL OF ORDINANCE.....	29
EXHIBIT A - Definitions		
EXHIBIT B - Form of Bonds		
EXHIBIT C – Description of Annual Financial Information		

**ORDINANCE NO. 2018-\_\_**

**SECOND SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX INCREMENT  
REVENUE FINANCING PROGRAM**

**THE STATE OF TEXAS                   §**

**CITY OF TEMPLE                       §**

**WHEREAS**, on June 5, 2008, the City Council of the City of Temple, Texas (the "City"), adopted a "Master Ordinance Establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" (referred to herein as the "Master Ordinance"); and

**WHEREAS**, in order to enable the City to provide for the financing of projects within the reinvestment zone number one (the "Zone") authorized by Chapter 311, Texas Tax Code, as amended, and any other applicable provisions of State law, the Master Ordinance establishes a revenue financing program pursuant to which the City can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as hereinafter defined; and

**WHEREAS**, for such purposes, the City deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Second Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" (the "Second Supplement"); and

**WHEREAS**, the City further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt pursuant to the Master Ordinance have been or can be met and satisfied; and

**WHEREAS**, the bonds authorized to be issued by this Second Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws; and

**WHEREAS**, the City Council hereby finds that a portion of the Outer Loop being financed with the Bonds but located outside the Zone, benefits the Zone by providing a connection to IH-35 and the City's Outer Loop to assist with mobility to and from the industrial park and the airport; and

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

**ARTICLE I**  
**BONDS ISSUED UNDER**  
**REVENUE FINANCING PROGRAM**

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

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

**Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT.** (a) Second Supplement. By adoption of the Master Ordinance, the City has established the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program for the purpose of enabling the City to provide for the financing of projects within the Zone authorized by the Enabling Act and any other applicable provisions of State law pursuant to which, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Second Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Second Supplement is subject to the terms of the Master Ordinance and the terms of the Master Ordinance are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 6 of the Master Ordinance governing the issuance of Parity Debt such as the Bonds, the City hereby finds that, upon the issuance of the Bonds, the Security will be sufficient to meet the financial obligations relating to the Financing Program, including Security in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Ordinance.

**Section 1.03. SECOND SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Second Supplement shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds, and the pledge made in this Second Supplement by the City and the covenants and agreements set forth in this Second Supplement to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the

other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Second Supplement and the Master Ordinance.

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

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

**Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.** The Bonds designated "**CITY OF TEMPLE, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE BONDS, SERIES 2018A**" (the "Bonds") are hereby authorized to be issued pursuant to this Second Supplement in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of (i) designing, constructing, improving, acquiring, extending, expanding, upgrading and developing roads within the Zone, or that benefit the Zone, including the Outer Loop Project, Downtown, the Industrial Park and the Temple Medical and Education District including purchase of any necessary rights-of-way, utilities, utility relocation, drainage, lighting, landscaping, irrigation, pedestrian facilities, signage and monumentation, traffic safety and operational improvements and other transportation related improvements, (ii) designing, constructing, improving, acquiring and developing the Santa Fe Plaza Infrastructure Project within the Zone including purchase of any necessary rights-of-way, parking facilities, utilities, pedestrian facilities, landscaping and traffic flow and operational improvements, (iii) designing, constructing, improving, acquiring and equipping the Draughon-Miller Regional Airport within the Zone including roadway improvements, utilities, headquarters, arrival/departure canopy, pilot amenities, passenger amenities, parking facilities, storm water and drainage improvements, taxiway and apron expansion, corporate hangar and other related airport improvements and (iv) paying the costs of issuing the Bonds.

The Bonds will be in the form of Current Interest Bonds as provided in Section 2.02 and the FORM OF BONDS in Exhibit "B" to this Second Supplement.

**Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.** (a) Terms of Bonds. There shall initially be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, in the form of Current Interest Bonds,

numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in Authorized Denominations, maturing and payable serially on August 1 in each of the years and in the principal amounts respectively as forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2019	\$760,000	2029	\$1,325,000
2020	265,000	2030	1,380,000
2021	55,000	2031	1,440,000
2022	20,000	2032	1,500,000
2023	988,000	2033	1,565,000
2024	1,035,000	2034	1,630,000
2025	1,090,000	2035	1,705,000
2026	1,145,000	2036	1,780,000
2027	1,200,000	2037	1,860,000
2028	1,260,000	2038	1,945,000

(b) In General. The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit "B" to this Second Supplement.

(c) Interest. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in Exhibit "B" to this Second Supplement to their respective dates of maturity or redemption at the rates per annum set forth in the following schedule:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Order.

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

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

The Bank of New York Mellon Trust Company, National Association is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Ordinance and this Second Supplement and is deemed to have agreed to the provisions thereof and hereof.

The City agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

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



thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

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

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

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

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

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the

redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

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

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

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

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

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

**Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS** (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Second Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in

Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

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

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

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

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

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

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

applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

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

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

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

the Record Date the words "Cede & Co." in this Second Supplement shall refer to such new nominee of DTC.

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

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

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

**Section 2.06. FORM OF BONDS; INITIAL BOND.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in Exhibit "B" to this Second Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Second Supplement, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The initial Bond shall be registered in the name of the initial purchaser of the Bonds, submitted to the Office of the Attorney General of the State for approval and registration by the

Office of the Comptroller of Public Accounts of the State and delivered to the initial purchaser(s) thereof.

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

### **ARTICLE III EXECUTION; REPLACEMENT OF BONDS**

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

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

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

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Zone, the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the initial Bond to the initial purchaser(s) and the initial exchange thereof for Bonds other than the initial Bond.

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

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

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

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

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

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

## **ARTICLE IV**

### **PAYMENTS, REBATE ACCOUNT AND RESERVE ACCOUNT**

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

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

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

**Section 4.03. RESERVE ACCOUNT.** (a) To establish a reserve for the payment of the Bonds equal to the maximum Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Account will be established with available cash on the date of issuance of the Bonds and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Account shall be retained in the Reserve Account until the Reserve Account contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Tax Increment Account. All funds and investments authorized by this Second Supplement on deposit and credited to the Reserve Account shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient and (ii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds. The Reserve Account is solely for the benefit of the series of Bonds authorized by this Second Supplement and is not available to pay Annual Debt Service Requirements on any other Parity Debt.

(b) When and for so long as the cash and investments in the Reserve Account equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Account; but, if and when the Reserve Account at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Account by making deposits to such Account from the funds on deposit in the Tax Increment Account by monthly



deposits and credits in amounts equal to not less than 1/36th of the Required Reserve Amount until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Account during any six month period beginning on an interest payment date until there has been deposited into the Interest and Sinking Account the full amount required to be deposited therein by the next following semi-annual payment date, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Account, the funds on deposit in the Tax Increment Account shall be applied and appropriated and used to maintain the Required Reserve Amount and to cure any deficiency in such amounts as required by the terms of this Second Supplement.

During such time as the Reserve Account contains the Required Reserve Amount the City may, at its option, withdraw all surplus funds in the Reserve Account and deposit such surplus in the Interest and Sinking Account or otherwise use such amount in any manner permitted by law unless such surplus is required to be rebated in which case such surplus shall be deposited into the Rebate Account.

## **ARTICLE V COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS**

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

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

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

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

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

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

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

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

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

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

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

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the

Obligationholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Bonds, transferred proceeds (if any) and proceeds of the refunded bonds not expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, =in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs an Authorized Representative to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Second Supplement is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01 of this Second Supplement (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized Obligation counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that

such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

## **ARTICLE VI AMENDMENTS AND MODIFICATIONS**

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

- (i) To add to the covenants and agreements of the City contained in this Second Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Second Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Second Supplement, upon receipt by the City of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Second Supplement;
- (iii) To supplement the Security for the Bonds;
- (iv) To make such other changes in the provisions hereof, as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds;
- (v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds; or
- (vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds.

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

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

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

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

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

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

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

## **ARTICLE VII MISCELLANEOUS**

**Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS**. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) accrued interest, if any, shall be deposited as provided in Section 4.01;
- (ii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the project costs being financed with the proceeds of the Bonds shall be deposited in the Bond Proceeds Account to be used for such purposes.

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

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

1. to the City:  
City of Temple, Texas  
2 North Main Street  
Temple, Texas 76501  
Attn: Chief Financial Officer  
Telephone: (254) 298-5453  
Facsimile: (254) 298-5466
2. to the Paying Agent/Registrar:  
As set forth in the Paying Agent/Registrar Agreement

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

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

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

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

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

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

**Section 7.04. PAYING AGENT/REGISTRAR AGREEMENT, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT.** (a) The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar is hereby approved and the Chief



Financial Officer is hereby authorized to execute, and deliver such Paying Agent/Registrar Agreement.

(b) The Chief Financial Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement in substantially the form presented subject to such changes as determined by the Chief Financial Officer.

(c) The Chief Financial Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Chief Financial Officer executing the same may deem advisable, such determination to be conclusively evidenced by this execution thereof.

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

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

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

**Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.**

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

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

**Section 7.09. CONTINUING DISCLOSURE UNDERTAKING.**

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2018, financial information and operating data as set forth in "Exhibit "C,"" including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

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

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

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

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

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

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Second Supplement that causes the Bonds no longer to be outstanding.

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

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

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

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

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

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

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

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

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

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or

ability to be repaid in accordance with this Second Supplement, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

**Section 7.15. REPEAL OF ORDINANCE.** The "Second Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Investment Zone Number One Tax Increment Revenue Financing Program" adopted as ordinance No. 298-4914 by the City Council on May 17, 2018 is hereby repealed.



**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, finally passed, approved and effective this 20th day of September, 2018.

---

Mayor  
City of Temple, Texas

**ATTEST:**

---

City Secretary  
City of Temple, Texas

[SEAL]

**APPROVED AS TO LEGALITY:**

---

City Attorney  
City of Temple, Texas

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

**CITY OF TEMPLE, TEXAS**

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

## **EXHIBIT A DEFINITIONS**

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

"Authorized Denominations" - Means (i) \$100,000 and integral multiples of \$5,000 in excess thereof or (ii) \$5,000 or any integral multiple thereof once the Bonds receive an Investment Grade Rating as evidenced by an event notice filing as required by Section 7.09 of this Second Supplement.

"Authorized Representative" - Means the City Manager (including by acting as interim City Manager), Assistant City Manager, Chief Financial Officer or such other individuals so designated by the City to perform the duties of an Authorized Representative under this Second Supplement.

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

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

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

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

"Enabling Act" – Chapter 311, Tax Code, as amended.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Investment Grade Rating" – A rating on the Bonds by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term debt instruments.

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

"Master Ordinance" - The "Master Ordinance Establishing the Reinvested Zone Number One Tax Increment Revenue Financing Program," adopted by the City on June 5, 2008, as may be amended or supplemented from time to time.

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

"Maximum Rate" - A net effective interest rate (as defined in and calculated in accordance with the provisions of the Chapter 1204, Texas Government Code, as amended not to exceed fifteen percent (15%)).

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

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

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

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

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

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

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

"Registrar" - The agent selected and appointed by the City for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

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

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

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

"Second Supplement" - This Second Supplemental Ordinance, adopted by the City Council on September 20, 2018, pursuant to authority reserved by the City under the Master Ordinance.

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

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

"Supplements" – Collectively, the Second Supplemental Ordinance and the Third Supplemental Ordinance, adopted by the City on September 20, 2018, pursuant to authority reserved by the City under the Master Ordinance.

**EXHIBIT B**

**FORM OF BONDS**

**THE PURCHASE AND TRANSFER OF THIS BOND IS RESTRICTED TO  
"QUALIFIED INSTITUTIONAL BUYERS" AS THAT TERM IS DEFINED UNDER  
RULE 144A OF THE SECURITIES AND EXCHANGE COMMISSION.**

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BELL  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX  
INCREMENT REVENUE BONDS,  
SERIES 2018A**

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

<b><u>BOND</u></b>	<b><u>INTEREST</u></b>	<b><u>MATURITY</u></b>	<b><u>DATE OF</u></b>
<b><u>DATE:</u></b>	<b><u>RATE:</u></b>	<b><u>DATE:</u></b>	<b><u>DELIVERY:</u></b>
September 27, 2018	_____%	_____, 20__	September 27, 2018

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

The City of Temple, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Date of Delivery specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2019. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the close of business on the fifteenth day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable

to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

This Bond is one of a duly authorized issue of bonds designated as "City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2018A" (the "Bonds"), in the aggregate principal amount of \$\_\_\_\_\_ issued pursuant to the laws of the State of Texas, including specifically the Enabling Act (the "Act"), and initially under and pursuant to an ordinance of the City adopted on September 20, 2018, and entitled Second Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program (the "Second Supplement") for the purpose of (i) designing, constructing, improving, acquiring, extending, expanding, upgrading and developing roads within the Zone, or that benefit the Zone, including the Outer Loop Project, Downtown, the Industrial Park and the Temple Medical and Education District including purchase of any necessary rights-of-way, utilities, utility relocation, drainage, lighting, landscaping, irrigation, pedestrian facilities, signage and monumentation, traffic safety and operational improvements and other transportation related improvements, (ii) designing, constructing, improving, acquiring and developing the Santa Fe Plaza Infrastructure Project within the Zone including purchase of any necessary rights-of-way, parking facilities, utilities, pedestrian facilities, landscaping and traffic flow and operational improvements, (iii) designing, constructing, improving, acquiring and equipping the Draughon-Miller Regional Airport within the Zone including roadway improvements, utilities, headquarters, arrival/departure canopy, pilot amenities, passenger amenities, parking facilities, storm water and drainage improvements, taxiway and apron expansion, corporate hangar and other related airport improvements and (iv) paying the costs of issuing the Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Ordinance adopted on June 5, 2008 (the "Master Ordinance"), on a parity with all other Parity Debt (as defined in the Master Ordinance and the Second Supplement).

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

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

## **Redemption Provisions**

### **Optional Redemption**

The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 1, 20\_\_\_\_, in whole or from time to time in part on August 1, 20\_\_\_\_, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City may select the maturities to be redeemed. If less than all the Bonds of any maturity are to be redeemed, the Paying Agent/Registrar (or DTC while the

Bonds are in book-entry-only form) shall determine by lot or other customary random method the Bonds or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

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

\_\_\_\_\_  
\*Final Maturity

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

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



or Bonds having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

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

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

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

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

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

Subject to satisfying the terms and conditions stated in the Second Supplement, the City has reserved the right to issue additional Parity Debt payable solely from and equally and ratably

secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Second Supplement to the payment of the Bonds.

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

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

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

It is hereby certified, recited, represented, and declared that the City is a duly organized and legally existing home-rule city, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly

authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Second Supplement; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Second Supplement shall be construed in accordance with and shall be governed by the laws of the State of Texas. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

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

**CITY OF TEMPLE, TEXAS**

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

(SEAL)

**REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS**

**OFFICE OF THE COMPTROLLER** §  
**OF PUBLIC ACCOUNTS** §  
**THE STATE OF TEXAS** § **REGISTER NO. \_\_\_\_\_**

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

**WITNESS** my signature and seal of office this \_\_\_\_\_.

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

(SEAL)

**AUTHENTICATION CERTIFICATE OF**  
**PAYING AGENT/REGISTRAR**

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

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

Registered this date:

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

**ASSIGNMENT**

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

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

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

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

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

Signature guaranteed by:

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

**[INSURANCE LEGEND IF APPLICABLE]**

## **EXHIBIT C**

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

The following information is referred to in Section 7.09 of this Second Supplement.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1A – Schedule of Taxable Increment Value, Tax Levies and Anticipated Revenues in the Zone (Fiscal Year Ending September 30, 2018);
- (2) Table 2 – Ten Largest Taxpayers in the Zone by Tax Levy;
- (3) Table 3 – Historical Tax Increment Revenue for the Zone by Participating Taxing Unit;
- (4) Table 4 – Zone Value for Base and Increment as of September 30, 2018;
- (5) Table 5 – Pro-Forma Debt Service Requirements of Parity Debt;
- (6) Table 7 – Pro-Forma Debt Service Requirements of Parity Debt and Tax Increment Subsidized City Ad Valorem Tax Debt;
- (7) Table 9 – Historical Tax Levies and Collections of the Zone; and
- (8) Table 10 – Zone Revenues and Expenditures; and
- (9) Appendix A

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #5  
Regular Agenda  
Page 1 of 2

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

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** FIRST & FINAL READING-PUBLIC HEARING-Consider adopting a “Third Supplemental Ordinance to the Master Ordinance Establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program” to authorize the issuance of City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2018B.

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

**ITEM SUMMARY:** On June 5, 2008, the City Council adopted the Master Ordinance, which established the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program for the purpose of enabling the City to provide for the financing of projects within the Zone authorized by the Enabling Act (Chapter 311, Tax Code, as amended) and any other applicable provisions of State law pursuant to which, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Third Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Series 2018B bonds. This Third Supplement is subject to the terms of the Master Ordinance. The Master Ordinance is incorporated in the attached ordinance by reference.

The par amount of the Series 2018A tax exempt revenue bonds are estimated to be **\$23,945,000\*** and the par amount of the Series 2018B taxable revenue bonds are estimated to be **\$5,115,000\***

The proposed Series 2018A and 2018B will fund projects included in the Reinvestment Zone No. 1 (RZ#1) Financing and Project Plans. The projects were identified from the Downtown Master Plan and the 2022 RZ#1 Master Plan. All projects have been reviewed for updated cost estimates, project scope, and project readiness/delivery.

The Series 2018B bonds are issued for (i) designing, acquiring and constructing a multi-story parking garage within the Zone and (ii) paying the costs of issuing the Bonds.

The Bonds received a BB+ rating with a stable outlook from Standard and Poor's. The underwriting syndicate for the bonds consist of Raymond James as Senior Manager and Citigroup and Piper Jaffrey & Co. as Co-managers. The bonds are scheduled for pricing on Wednesday, September 19, 2018. The pricing will be held until Thursday for City Council consideration for award of the negotiated pricing.

The bonds are scheduled for closing and delivery of funds on September 27, 2018.

The City's Financial Advisor, Specialized Public Finance Inc., and bond counsel, McCall, Parkhurst & Horton, L.L.P, will be present at the meeting to present the details of the sale and recommended award for the bonds.

**FISCAL IMPACT:** The debt service on the proposed bonds will be paid from the tax increment revenues of the RZ#1. In planning the proposed issues, the RZ#1 Finance Committee reviewed the revenue sources of the RZ#1, current outstanding debt payments and maturities. In determining the recommended amount of debt to issue to support the projects, a minimum 2.0 net revenue ratio is maintained each year. The 'net revenue ratio' is the number of times net revenues cover the average annual debt service. The review of the source of revenues included analysis of the 'concentration' of revenue by taxpayers and participating taxing entities. The forecasted revenues are based on conservative estimates.

A debt service fund will be established from available cash on the date of initial delivery in amount equal to the maximum annual debt service (MADS) for each series of bonds. The estimated MADS for the Series 2018A bonds is \$2,100,000 and the \$500,000 for the Series 2018B Taxable Bonds.

**ATTACHMENTS:**

[Ordinance](#)



**ORDINANCE NO. 2018-\_\_**

**THIRD SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX INCREMENT  
REVENUE FINANCING PROGRAM**

**Adopted September 20, 2018**

**ORDINANCE NO. 2018-\_\_**

**THIRD SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX INCREMENT  
REVENUE FINANCING PROGRAM**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>ARTICLE I</b>	<b>BONDS ISSUED UNDER REVENUE FINANCING PROGRAM .....2</b>
Section 1.01.	DEFINITIONS.....2
Section 1.02.	ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT .....2
Section 1.03.	THIRD SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY .....2
Section 1.04.	LIMITATION OF BENEFITS WITH RESPECT TO THIS THIRD SUPPLEMENT.....3
<b>ARTICLE II</b>	<b>BOND AUTHORIZATION AND SPECIFICATIONS .....3</b>
Section 2.01.	AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS .....3
Section 2.02.	DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.....3
Section 2.03.	PAYMENT OF BONDS; PAYING AGENT/REGISTRAR .....5
Section 2.04.	REDEMPTION.....6
Section 2.05.	REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS. ....7
Section 2.06.	FORM OF BONDS; INITIAL BOND .....10
<b>ARTICLE III</b>	<b>EXECUTION; REPLACEMENT OF BONDS.....11</b>
Section 3.01.	EXECUTION AND REGISTRATION.....11
Section 3.02.	CONTROL AND CUSTODY OF BONDS .....11
Section 3.03.	APPROVING OPINION .....11
Section 3.04.	CUSIP NUMBERS.....12
Section 3.05.	MUTILATED, DESTROYED, LOST, AND STOLEN BONDS .....12
<b>ARTICLE IV</b>	<b>PAYMENTS AND RESERVE ACCOUNT .....12</b>
Section 4.01.	PAYMENTS .....12
Section 4.02.	RESERVE ACCOUNT .....13

<b>ARTICLE V</b>	<b>TAXABLE BONDS .....</b>	<b>14</b>
<b>ARTICLE VI</b>	<b>AMENDMENTS AND MODIFICATIONS .....</b>	<b>14</b>
Section 6.01.	AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS .....	14
Section 6.02.	AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS .....	15
Section 6.03.	EFFECT OF AMENDMENTS.....	16
<b>ARTICLE VII</b>	<b>MISCELLANEOUS .....</b>	<b>16</b>
Section 7.01.	DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS .....	16
Section 7.02.	MAILED NOTICES .....	17
Section 7.03.	DEFEASANCE OF BONDS.....	17
Section 7.04.	PAYING AGENT/REGISTRAR AGREEMENT, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT. ....	19
Section 7.05.	FURTHER PROCEDURES .....	19
Section 7.06.	NONPRESENTMENT OF BONDS.....	19
Section 7.07.	EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS ...	20
Section 7.08.	PARTIAL INVALIDITY .....	20
Section 7.09.	CONTINUING DISCLOSURE UNDERTAKING.....	20
Section 7.10.	CREDIT AGREEMENT .....	23
Section 7.11.	DEFAULT AND REMEDIES.....	24
Section 7.12.	RULES OF INTERPRETATION.....	25
Section 7.13.	INDIVIDUALS NOT LIABLE .....	25
Section 7.14.	PAYMENT OF ATTORNEY GENERAL FEE.....	26
EXHIBIT A - Definitions		
EXHIBIT B - Form of Bonds		

**ORDINANCE NO. 2018-\_\_**

**THIRD SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX INCREMENT  
REVENUE FINANCING PROGRAM**

**THE STATE OF TEXAS                   §**

**CITY OF TEMPLE                       §**

**WHEREAS**, on June 5, 2008, the City Council of the City of Temple, Texas (the "City"), adopted a "Master Ordinance Establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" (referred to herein as the "Master Ordinance"); and

**WHEREAS**, in order to enable the City to provide for the financing of projects within the reinvestment zone number one (the "Zone") authorized by Chapter 311, Texas Tax Code, as amended, and any other applicable provisions of State law, the Master Ordinance establishes a revenue financing program pursuant to which the City can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as hereinafter defined; and

**WHEREAS**, for such purposes, the City deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Third Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" (the "Third Supplement"); and

**WHEREAS**, the City further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt pursuant to the Master Ordinance have been or can be met and satisfied; and

**WHEREAS**, the bonds authorized to be issued by this Third Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws; and

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

**ARTICLE I**  
**BONDS ISSUED UNDER**  
**REVENUE FINANCING PROGRAM**

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

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

**Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT.** (a) Third Supplement. By adoption of the Master Ordinance, the City has established the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program for the purpose of enabling the City to provide for the financing of projects within the Zone authorized by the Enabling Act and any other applicable provisions of State law pursuant to which, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Third Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Third Supplement is subject to the terms of the Master Ordinance and the terms of the Master Ordinance are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 6 of the Master Ordinance governing the issuance of Parity Debt such as the Bonds, the City hereby finds that, upon the issuance of the Bonds, the Security will be sufficient to meet the financial obligations relating to the Financing Program, including Security in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Ordinance.

**Section 1.03. THIRD SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Third Supplement shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds, and the pledge made in this Third Supplement by the City and the covenants and agreements set forth in this Third Supplement to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by

reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Third Supplement and the Master Ordinance.

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

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

**Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.** The Bonds designated "**CITY OF TEMPLE, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE BONDS, TAXABLE SERIES 2018B**" (the "Bonds") are hereby authorized to be issued pursuant to this Third Supplement in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of (i) designing, acquiring and constructing a multi-story parking garage within the Zone and (ii) paying the costs of issuing the Bonds.

The Bonds will be in the form of Current Interest Bonds as provided in Section 2.02 and the FORM OF BONDS in Exhibit "B" to this Third Supplement.

**Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.** (a) Terms of Bonds. There shall initially be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, in the form of Current Interest Bonds, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in Authorized Denominations, maturing and payable serially on August 1 in each of the years and in the principal amounts respectively as forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2019	\$200,000	2029	\$255,000
2020	175,000	2030	270,000
2021	85,000	2031	285,000
2022	70,000	2032	300,000
2023	190,000	2033	315,000
2024	200,000	2034	335,000
2025	210,000	2035	350,000
2026	225,000	2036	370,000
2027	235,000	2037	390,000
2028	245,000	2038	410,000

(b) In General. The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit "B" to this Third Supplement.

(c) Interest. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in Exhibit "B" to this Third Supplement to their respective dates of maturity or redemption at the rates per annum set forth in the following schedule:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Order.

(d) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions

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

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

The Bank of New York Mellon Trust Company, National Association is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Ordinance and this Third Supplement and is deemed to have agreed to the provisions thereof and hereof.

The City agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all purposes of this Third Supplement, whether or not such Bond shall be overdue, and, to the extent

permitted by law, the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section

17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Security Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Third Supplement.

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

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

**Section 2.06. FORM OF BONDS; INITIAL BOND.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in Exhibit "B" to this Third Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Third Supplement, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The initial Bond shall be registered in the name of the initial purchaser of the Bonds, submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the initial purchaser(s) thereof.

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

### **ARTICLE III EXECUTION; REPLACEMENT OF BONDS**

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

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

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

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Zone, the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the initial Bond to the initial purchaser(s) and the initial exchange thereof for Bonds other than the initial Bond.

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

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

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

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

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

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

## **ARTICLE IV PAYMENTS AND RESERVE ACCOUNT**

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

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds, the City shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the

Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the City with an appropriate certificate of cancellation.

**Section 4.02. RESERVE ACCOUNT.** (a) To establish a reserve for the payment of the Bonds equal to the maximum Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Account will be established with available cash on the date of issuance of the Bonds and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Account shall be retained in the Reserve Account until the Reserve Account contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Tax Increment Account. All funds and investments authorized by this Third Supplement on deposit and credited to the Reserve Account shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient and (ii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds. The Reserve Account is solely for the benefit of the series of Bonds authorized by this Third Supplement and is not available to pay Annual Debt Service Requirements on any other Parity Debt.

(b) When and for so long as the cash and investments in the Reserve Account equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Account; but, if and when the Reserve Account at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Account by making deposits to such Account from the funds on deposit in the Tax Increment Account by monthly deposits and credits in amounts equal to not less than 1/36th of the Required Reserve Amount until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Account during any six month period beginning on an interest payment date until there has been deposited into the Interest and Sinking Account the full amount required to be deposited therein by the next following semi-annual payment date, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Account, the funds on deposit in the Tax Increment Account shall be applied and appropriated and used to maintain the Required Reserve Amount and to cure any deficiency in such amounts as required by the terms of this Third Supplement.

During such time as the Reserve Account contains the Required Reserve Amount the City may, at its option, withdraw all surplus funds in the Reserve Account and deposit such surplus in the Interest and Sinking Account or otherwise use such amount in any manner permitted by law unless such surplus is required to be rebated in which case such surplus shall be deposited into the Rebate Account.



## **ARTICLE V TAXABLE BONDS**

To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

It is the intention of the City that the Bonds not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is excludable from the gross income of the holders and in that regard the City agrees not to file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

## **ARTICLE VI AMENDMENTS AND MODIFICATIONS**

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

- (i) To add to the covenants and agreements of the City contained in this Third Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Third Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Third Supplement, upon receipt by the City of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Third Supplement;
- (iii) To supplement the Security for the Bonds;
- (iv) To make such other changes in the provisions hereof, as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds;
- (v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments

do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds; or

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

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

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

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

such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds and to the Bond Insurer.

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

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

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

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

## **ARTICLE VII MISCELLANEOUS**

**Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS.** Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) accrued interest, if any, shall be deposited as provided in Section 4.01;

- (ii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the project costs being financed with the proceeds of the Bonds shall be deposited in the Bond Proceeds Account to be used for such purposes.

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

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

1. to the City:  
City of Temple, Texas  
2 North Main Street  
Temple, Texas 76501  
Attn: Chief Financial Officer  
Telephone: (254) 298-5453  
Facsimile: (254) 298-5466
2. to the Paying Agent/Registrar:  
As set forth in the Paying Agent/Registrar Agreement

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

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

shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Security as provided in this Third Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

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

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

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

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Third Supplement, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time

of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

**Section 7.04. PAYING AGENT/REGISTRAR AGREEMENT, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT.** (a) The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar is hereby approved and the Chief Financial Officer is hereby authorized to execute, and deliver such Paying Agent/Registrar Agreement.

(b) The Chief Financial Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement in substantially the form presented subject to such changes as determined by the Chief Financial Officer.

(c) The Chief Financial Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Chief Financial Officer executing the same may deem advisable, such determination to be conclusively evidenced by this execution thereof.

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

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

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

**Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.**

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

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

**Section 7.09. CONTINUING DISCLOSURE UNDERTAKING.**

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2018, financial information and operating data as set forth in Exhibit "C," including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required

to provide financial information and operating data pursuant to this Section.

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

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

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Certificate calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;



- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

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

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Third Supplement that causes the Bonds no longer to be outstanding.

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

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

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

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

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

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

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

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7.13. INDIVIDUALS NOT LIABLE.** All covenants, stipulations, obligations, and agreements of the City contained in this Third Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing Program, and the City to the full extent authorized or permitted by State law. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity and neither

the members of the City Council, nor any officer, employee, or agent of the City shall be liable personally on the Bonds when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

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

**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, finally passed, approved and effective this 20th day of September, 2018.

---

Mayor  
City of Temple, Texas

**ATTEST:**

---

City Secretary  
City of Temple, Texas

[SEAL]

**APPROVED AS TO LEGALITY:**

---

City Attorney  
City of Temple, Texas

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

**CITY OF TEMPLE, TEXAS**

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

## **EXHIBIT A DEFINITIONS**

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

"Authorized Denominations" - Means (i) \$100,000 and integral multiples of \$5,000 in excess thereof or (ii) \$5,000 or any integral multiple thereof once the Bonds receive an Investment Grade Rating as evidenced by an event notice filing as required by Section 7.09 of this Third Supplement.

"Authorized Representative" - Means the City Manager (including by acting as interim City Manager), Assistant City Manager, Chief Financial Officer or such other individuals so designated by the City to perform the duties of an Authorized Representative under this Third Supplement.

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

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

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

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

"Enabling Act" – Chapter 311, Tax Code, as amended.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.



"Investment Grade Rating" – A rating on the Bonds issued by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term debt instruments.

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

"Master Ordinance" - The "Master Ordinance Establishing the Reinvested Zone Number One Tax Increment Revenue Financing Program," adopted by the City on June 5, 2008, as may be amended or supplemented from time to time.

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

"Maximum Rate" - A net effective interest rate (as defined in and calculated in accordance with the provisions of the Chapter 1204, Texas Government Code, as amended not to exceed fifteen percent (15%)).

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

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

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

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

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

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

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

"Registrar" - The agent selected and appointed by the City for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

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

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

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

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

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

"Supplements" – Collectively, the Second Supplemental Ordinance and the Third Supplemental Ordinance, adopted by the City on September 20, 2018, pursuant to authority reserved by the City under the Master Ordinance.

"Third Supplement" - This Third Supplemental Ordinance, adopted by the City on September 20, 2018, pursuant to authority reserved by the City under the Master Ordinance.

**EXHIBIT B**

**FORM OF BONDS**

**THE PURCHASE AND TRANSFER OF THIS BOND IS RESTRICTED TO  
"QUALIFIED INSTITUTIONAL BUYERS" AS THAT TERM IS DEFINED UNDER  
RULE 144A OF THE SECURITIES AND EXCHANGE COMMISSION.**

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BELL  
CITY OF TEMPLE, TEXAS  
REINVESTMENT ZONE NUMBER ONE TAX  
INCREMENT REVENUE BONDS,  
TAXABLE SERIES 2018B**

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

<b><u>BOND</u></b>	<b><u>INTEREST</u></b>	<b><u>MATURITY</u></b>	<b><u>DATE OF</u></b>
<b><u>DATE:</u></b>	<b><u>RATE:</u></b>	<b><u>DATE:</u></b>	<b><u>DELIVERY:</u></b>
September 27, 2018	_____%	_____, 20__	September 27, 2018

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

The City of Temple, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Date of Delivery specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2019. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the close of business on the fifteenth day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable

to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

This Bond is one of a duly authorized issue of bonds designated as "City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2018B" (the "Bonds"), in the aggregate principal amount of \$\_\_\_\_\_ issued pursuant to the laws of the State of Texas, including specifically the Enabling Act (the "Act"), and initially under and pursuant to an ordinance of the City adopted on September 20, 2018, and entitled Third Supplemental Ordinance to the Master Ordinance establishing the City of Temple, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program (the "Third Supplement") for the purpose of (i) designing, acquiring and constructing a multi-story parking garage within the Zone and (ii) paying the costs of issuing the Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Ordinance adopted on June 5, 2008 (the "Master Ordinance"), on a parity with all other Parity Debt (as defined in the Master Ordinance and the Third Supplement).

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

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

## **Redemption Provisions**

### **Optional Redemption**

The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 1, 20\_\_\_\_, in whole or from time to time in part on August 1, 20\_\_\_\_, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City may select the maturities to be redeemed. If less than all the Bonds of any maturity are to be redeemed, the Paying Agent/Registrar (or DTC while the Bonds are in book-entry-only form) shall determine by lot or other customary random method the Bonds or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

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

\_\_\_\_\_  
\*Final Maturity

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

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

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or

prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

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

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

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

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

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

Reference is hereby made to the Third Supplement, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Third Supplement may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the City; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond

and this Bond thereafter no longer to be secured by the Third Supplement or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

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

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

It is hereby certified, recited, represented, and declared that the City is a duly organized and legally existing home-rule city, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Third Supplement; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Third Supplement shall be construed in accordance with and shall be governed by the laws of the State of Texas. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

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

**CITY OF TEMPLE, TEXAS**

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

(SEAL)

**REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS**

**OFFICE OF THE COMPTROLLER** §  
**OF PUBLIC ACCOUNTS** §  
**THE STATE OF TEXAS** § **REGISTER NO.** \_\_\_\_\_

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

**WITNESS** my signature and seal of office this \_\_\_\_\_.

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

(SEAL)

**AUTHENTICATION CERTIFICATE OF  
PAYING AGENT/REGISTRAR**

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

**THE BANK OF NEW YORK MELLON**



**TRUST COMPANY, NATIONAL  
ASSOCIATION,**  
as Paying Agent/Registrar

Registered this date:

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

**ASSIGNMENT**

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

---

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

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

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

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

Signature guaranteed by:

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

**[INSURANCE LEGEND IF APPLICABLE]**

## **EXHIBIT C**

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

The following information is referred to in Section 7.09 of this Second Supplement.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1A – Schedule of Taxable Increment Value, Tax Levies and Anticipated Revenues in the Zone (Fiscal Year Ending September 30, 2018);
- (2) Table 2 – Ten Largest Taxpayers in the Zone by Tax Levy;
- (3) Table 3 – Historical Tax Increment Revenue for the Zone by Participating Taxing Unit;
- (4) Table 4 – Zone Value for Base and Increment as of September 30, 2018;
- (5) Table 5 – Pro-Forma Debt Service Requirements of Parity Debt;
- (6) Table 7 – Pro-Forma Debt Service Requirements of Parity Debt and Tax Increment Subsidized City Ad Valorem Tax Debt;
- (7) Table 9 – Historical Tax Levies and Collections of the Zone; and
- (8) Table 10 – Zone Revenues and Expenditures; and
- (9) Appendix A

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(A)  
Consent Agenda  
Page 1 of 1

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

Lacy Borgeson, City Secretary

**ITEM DESCRIPTION:** Approve Minutes:

(A) September 6, 2018 Special and Regular Meeting

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

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

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

[September 6, 2018 Special and Regular Meeting Minutes / Video](#)

## TEMPLE CITY COUNCIL

**SEPTEMBER 6, 2018**

The City Council of the City of Temple, Texas conducted a workshop City Council Meeting on Thursday, September 6, 2018 at 4:30 PM, at the Municipal Building, 2 North Main Street, in the 3rd Floor Conference Room.

### **PRESENT:**

Councilmember Susan Long  
Councilmember Jessica Walker  
Councilmember Michael Pilkington  
Mayor Pro Tem Judy Morales  
Mayor Timothy A. Davis

#### **1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, September 6, 2018.**

Mayor Davis pointed out the following:

Item 3(H) on Consent agenda – Councilmember Pilkington will abstain.

Item #4 on Regular agenda – second reading of rezoning request. Super-majority is required.

Item #8 on Regular agenda – Councilmember Walker will abstain.

Ms. Barnard provided a brief overview with regards to item #7 - the amendments to the Financing and Project Plan. The Reinvestment Zone No. 1 Project Committee met on August 8<sup>th</sup> to recommend changes to the Financing and Project Plans. The proposed amendment allocates funding for the projects as shown below:

- Reallocation of \$50,000 from the Santa Fe Market to the Santa Fe Plaza – This will fund the change order to Emerson Construction for additional work.
- Allocation of \$125,000 for 3<sup>rd</sup> Street Corridor Enhancement3rd- This project will fund streetscape improvements for the new location of the United Way.
- Allocation of \$60,000 for the East/West Gateway Design – This project will fund the concept design of the area in TxDOT rights-of-way between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35.
- Allocation of \$1,500,000 for land acquisition – This will provide funding for land acquisition in along North 31<sup>st</sup> Street.

She mentioned that after subsequent market analysis and discussions with the City's Financial Advisors and Bond Counsel, it is Staff's

recommendation to fund a reserve fund with available cash on hand on the date of initial delivery of the bonds. The reserve fund will be maintained for the life of the bonds. Funding the reserve fund by this method versus utilizing the 'Springing Reserve Fund' will serve as a credit enhancement for the bonds which will assist in achieving more advantageous borrowing cost. The amount of the reserve fund will be equal to the maximum annual debt service requirements of the bonds. The maximum annual debt service amount is estimated to be \$2,600,000.

The revised schedule for delivery of funds for the bonds is September 27, 2018.

**2. Discuss the City's purchasing procedures relating to annual contract bidding and renewals.**

Ms. Mattke, Director of Purchasing provided an overview to the Council. She noted, there are 43 items related to contract renewals, new annual contracts, term contracts, and bid rejections associated with FY19 budget that was just approved on August 24th. She explained the process that begins each spring, to include working with staff and vendors to ensure the best pricing for the City.

Ms. Mattke reviewed the Monetary Guidelines that are used within the City as the following:

Under \$100– No quotes; use petty cash

Under \$1,000– No quotes n\$1,000 - \$2,999.99– 2 phone quotes

\$3,000 - \$25,000– 3 written quotes (informal bids); plus contact 2 Bell County HUBs

Over \$25,000– Competitive sealed bids; Council approval

\*LGC requires competitive sealed bids at \$50,000;

\*Consideration of 5% Local Preference (LGC §271.9051 as adopted by Council on December 15, 2011)

\*Construction contract less than \$100,000

\*Non-construction contract less than \$500,000

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, September 6, 2018 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

**Present:**

Councilmember Susan Long  
Councilmember Jessica Walker  
Councilmember Mike Pilkington  
Mayor Pro Tem Judy Morales  
Mayor Timothy A. Davis

**I. CALL TO ORDER**

**1. Invocation**

Pastor Scott Myers, with Western Hills Church of Christ voiced the Invocation.

## **2. Pledge of Allegiance**

Belinda Mattke, Director of Purchasing led the Pledge of Allegiance.

## **II. PUBLIC COMMENTS**

Alan Lytle, 504B Paseo Del Plata, addressed the Council with regards to item 4(E) as it relates to the underground utilities study. He proposed that this is not a good use of funds, and the city needs to table this item for further discussion. This is unnecessary. He also expressed his concerns related to item I(9) as it relates to the purchase of water meters. The city needs to purchase meters that can me read from within the vehicles. This would be more efficient for staff. Mr. Lytle concluded his comments, and thanked the staff and council for the materials used in preparation of the meetings.

Ms. Molly B. Lostovia, 8850 Adams Lanes, addressed the Council with regards to the zoning case (item 5) on regular agenda FY-18-10-ZC. She had questions related to fencing and detention pond.

Mr. JD Zeptner, 402 South 26th Street, addressed the Council with regards to developing policies to determine which contractors can be used for projects within the City.

## **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:**

**(A) August 10, 2018 Special Called Meeting**

**(B) August 16, 2018 Special and Regular Meeting**

**(C) August 24, 2018 Special Called Meeting**

**(D) 2018-9256-R: Consider adopting a resolution authorizing a deductive contract amendment with Kasberg, Patrick, & Associates, LP, of Temple for engineering services required for permitting, final design, and bidding for Task 4 – Leon River**

**Dredging at the City of Temple Water Treatment Plant (WTP) Intake Structures in the amount of \$22,182.79.**

**(E) 2018-9257-R: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick and Associates, LP, to coordinate with Oncor and produce schematic design for electric and communication utilities for Downtown Temple in an amount not to exceed \$62,740.**

**(F) 2018-9258-R: Consider adopting a resolution authorizing a contract amendment to a professional services agreement with Stateside Right of Way Services, LLC, in the amount of \$49,600 for additional land acquisition services needed for Phase 4 of the Outer Loop Project.**

**(G) 2018-9259-R: Consider adopting a resolution authorizing a deductive Change Order #5 to the construction contract with McLean Construction of Killeen, for curb and flatwork that was not used in the amount of \$150,154.**

**(H) 2018-9260-R: Consider adopting a resolution authorizing Change Order #1 for the Santa Fe Phase 2 Roadway and Landscaping Improvements with Emerson Construction, Inc. of Temple, in the estimated amount of \$250,736.51.**

**(I) Consider adopting resolutions authorizing FY 2019 contract renewals for the following:**

- 1. 2018-9261-R: Liquid Polyaluminum Chloride – GEO Specialty Chemicals, Inc., in the estimated annual amount of \$350,000**
- 2. 2018-9262-R: Mowing and Maintenance – various vendors, in the estimated annual amount of \$259,825**
- 3. 2018-9263-R: Hauling and Disposal of Sludge – S&M Vacuum and Waste, Ltd., in the estimated annual amount of \$240,000**
- 4. 2018-9264-R: Concrete Repair and Construction – Wilson Construction Services, LLC, in the estimated annual amount of \$200,000**
- 5. 2018-9265-R: Statement Printing and Mailing for Utility Bills and Accounts Receivable Statements – DataProse, LLC, in the estimated annual amount of \$183,000**

6. **2018-9266-R: Tires – Bridgestone Americas Tire Operations, LLC, dba GCR Tires and Service, in the estimated annual amount of \$150,000**
7. **2018-9267-R: Construction Material Testing – Langerman Foster Engineering Company, LLC, in the estimated annual amount of \$150,000**
8. **2018-9268-R: Water Meters – Fortiline Waterworks, in the estimated annual amount of \$140,000**
9. **2018-9269-R: Traffic Signal Equipment and Supplies – various vendors, in the estimated annual amount of \$100,000**
10. **2018-9270-R: Aggregate Base – Heartland Quarries, LLC, in the estimated annual amount of \$100,000**
11. **2018-9271-R: HVAC Repair Services – Temple Heat & Air, LLC, in the estimated annual amount of \$100,000**
12. **2018-9272-R: Hot Mix Asphalt – Oldcastle Materials Texas, Inc., in the estimated annual amount of \$80,000**
13. **2018-9273-R: Low-Voltage Electrical Service – Bluebonnet Electrical Services, Inc., in the estimated annual amount of \$70,000**
14. **2018-9274-R: Summit Janitorial Services – Jani-King of Austin, in the estimated annual amount of \$47,548**
15. **2018-9275-R: Protective Footwear – Cochran, Blair & Potts, in the estimated annual amount of \$45,000**
16. **2018-9276-R: T-Shirts Design and Printing – Holloway's Sports Center, in the estimated annual amount of \$40,000**
17. **2018-9277-R: Dri Fit T-Shirts Design and Printing – Sports World, in the estimated annual amount of \$40,000**
18. **2018-9278-R: Printing and Mailing of Brochures for the Recreation Department – Liberty Press, in the estimated annual amount of \$35,460**
19. **2018-9279-R: Elevator Repair and Maintenance – Schindler Elevator Corporation, in the estimated annual amount of \$35,000**



20. **2018-9280-R: HVAC Supplies – Solar Supply, Inc., in the estimated annual amount of \$35,000**
21. **2018-9281-R: Irrigation Supplies – Ewing Irrigation Products, in the estimated annual amount of \$30,000**
22. **2018-9282-R: Fire Uniforms – GT Distributors, Inc., in the estimated annual amount of \$30,000**
23. **2018-9283-R: Plumbing Supplies – Ham & McCreight Supply, in the estimated annual amount of \$30,000**
24. **2018-9284-R: Medium Duty Truck Brakes – Russell & Smith Ford, Inc., in the estimated annual amount of \$30,000**
25. **2018-9285-R: Automotive Batteries – Continental Battery Co., in the estimated annual amount of \$25,000**
26. **2018-9286-R: Hot Crack Sealant – Crafcro, Inc., in the estimated annual amount of \$25,000**
27. **2018-9287-R: Automotive and Equipment Filters – Napa Auto Parts, in the estimated annual amount of \$25,000**

**(J) Consider adopting resolutions authorizing FY 2019 contracts for the following:**

1. **2018-9288-R: Liquid Chlorine – Brenntag Southwest, Inc., in the estimated annual amount of \$241,150**
2. **2018-9289-R: Liquid Copper Sulfate – Brenntag Southwest, Inc, in the estimated annual amount of \$192,000**
3. **2018-9290-R: Books, CDs, DVDs, MP3s – various vendors, in the estimated annual amount of \$115,000**
4. **2018-9291-R: Liquid Caustic Soda – Brenntag Southwest, Inc, in the estimated annual amount of \$98,000**
5. **2018-9292-R: Various Forms of Rock and Top Soil – Heartland Aggregates, in the estimated annual amount of \$80,520**
- 6.

**2018-9293-R: Liquid Ammonium Sulfate – Chameleon Industries, Inc, in the estimated annual amount of \$47,092.50**

- 7. 2018-9294-R: Plumbing Repair Services – C.A.P's Mechanical, in the estimated annual amount of \$45,000**
- 8. 2018-9295-R: Security Guard Services – Smith Protective Services, Inc, in the estimated annual amount of \$45,000**
- 9. 2018-9296-R: Citric Acid – Chemtrade Chemicals US, LLC, in the estimated annual amount of \$25,000**
- 10. 2018-9297-R: Electrical Supplies – Rexel, in the estimated annual amount of \$25,000**
- 11. 2018-9298-R: Lighting Supplies – Rexel, in the estimated annual amount of \$25,000**
- 12. 2018-9299-R: Industrial and High Voltage Electrical Services – T. Morales Company Electric & Controls, Ltd, in the estimated annual amount of \$25,000**

**(K) 2018-9300-R: Consider adopting a resolution authorizing a one-year extension to a services agreement with Evoqua Water Technologies, LLC (previously known as Siemens Industry, Inc.) of Sarasota, Florida, for the service/supplier of chlorine dioxide/sodium chlorite at a cost of 64.7¢ per liquid pound in the estimated annual amount of \$212,735.**

**(L) 2018-9301-R: Consider adopting a resolution authorizing an increase in the estimated expenses in FY2018 from \$70,000 to \$120,000 for construction material testing services provided by Langerman Foster Engineering Company, LLC of Waco.**

**(M) 2018-9302-R: Consider adopting a resolution authorizing a services agreement with the Amateur Softball Association (ASA) District 17 in the estimated annual amount of \$40,000 for officiating and scorekeeping services needed for various sporting events during FY2019.**

**(N) 2018-9303-R: Consider adopting a resolution ratifying a meet and confer agreement with the Temple Police Association.**

**(O) 2018-9304-R: Consider adopting a resolution ratifying an Interlocal Agreement with the Texas Department of Public Safety**

**(“DPS”) for use of the state Multimodal Biometric Identification System (“MBIS”) for latent fingerprint or palm print searches.**

**(P) 2018-9305-R: Consider adopting a resolution ratifying an Interlocal Agreement with the Temple Independent School District to provide standby medical services at varsity home football games for the 2018 football season.**

**(Q) 2018-9306-R: Consider adopting a resolution authorizing a Memorandum of Understanding between the Bell County Public Health District and the City of Temple concerning operation of a closed Point of Dispensing in the event of a potential community health emergency.**

**(R) 2018-9307-R: Consider adopting a resolution authorizing a Memorandum of Understanding between Texas A&M Engineering Extension Service, the Sponsoring Agency of Texas Task Force 1(TX-TF1) and the City of Temple regarding the participation of Temple Fire and Rescue personnel on Texas Task Force 1 Urban Search and Rescue Team (USAR).**

**(S) 2018-9308-R: Consider adopting a resolution authorizing an agreement with the City of Belton, pursuant to Texas Local Government Code Section 212.007, to delegate plat approval authority to the City of Belton for the Final Plat of Restin’ Easy Cox Ranch Subdivision.**

**(T) 2018-9309-R: Consider adopting a resolution authorizing the purchase of a permanent easement and temporary construction easement necessary for the construction of the Bird Creek Interceptor Phase 4 project in an estimated amount of \$16,500.**

**(U) 2018-9310-R: Consider adopting a resolution authorizing a settlement agreement, in the amount of \$64,000, to acquire property necessary for the expansion of Prairie View Road and dismiss eminent domain proceedings.**

**(V) 2018-9311-R: Consider adopting a resolution authorizing an increase in the estimated expense in FY 2018 from \$123,310 to \$171,038 for the purchase of Liquid Chlorine from Brenntag Southwest, Inc of Longview.**

**(W) 2018-9312-R: Consider adopting a resolution authorizing the rejection of the bids received for sodium hypochlorite, hydrochloric acid, and cyanuric acid on August 16, 2018.**

**(X) 2018-9313-R Consider adopting a resolution authorizing the rejection of the bids received for oil and lubricants on August 23, 2018.**

**(Y) 2018-9314-R: Consider adopting a resolution authorizing payment of an annual invoice from Brazos River Authority in the amount of \$54,188.18 for operation and maintenance costs associated with the City's portion of raw water storage in Lake Belton.**

**(Z) 2018-9315-R: Consider adopting a resolution authorizing payment of an annual invoice from Brazos River Authority in the amount of \$191,250 to secure the availability of 2,500 acre-feet of water per year to the City for FY 2019.**

**(AA) 2018-9316-R: Consider adopting a resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2018 Rate Review Mechanism Filings.**

**(BB) 2018-9317-R: Consider adopting a resolution authorizing the cancellation of the January 3, 2019 City Council meeting.**

**(CC) 2018-9318-R: Consider adopting a resolution funding the rates for medical and prescription insurance for employees and pre-65 retirees, as well as Dental, Basic Life Insurance, Accidental Death & Dismemberment and Long Term Disability Insurance.**

**(DD) 2018-9319-R: Consider adopting a resolution authorizing budget amendments for fiscal year 2017-2018.**

Motion by Councilmember Jessica Walker approve Consent Agenda as presented, with exception of item 3(H), seconded by Mayor Pro Tem Judy Morales.

Motion passed unanimously.

**(H) 2018-9260-R: Consider adopting a resolution authorizing Change Order #1 for the Santa Fe Phase 2 Roadway and Landscaping Improvements with Emerson Construction, Inc. of Temple, in the estimated amount of \$250,736.51.**

Motion by Mayor Pro Tem Judy Morales adopt resolution as presented, seconded by Councilmember Jessica Walker.

Councilmember Mike Pilkington abstained. The other Councilmembers voted aye. The motion passed.

#### IV. REGULAR AGENDA

##### ORDINANCES

4. **2018-4928: SECOND READING – FY-18-9-ZC: Consider adopting an ordinance authorizing a rezoning of 2.562 +/- acres from Agricultural zoning district to Planned Development Neighborhood Services zoning district, a non-residential subdivision, a part of the Maximo Moreno Survey, Abstract #14, being out of a part of Lot 8, Block 3, Ridgewood Estates Addition, Bell County, for a proposed retail development, addressed as 7254 South Hartrick Bluff Road.**

Lynn Barrett, Assistant Director of Planning, reminded the Council that this case requires a super majority vote.

Motion by Councilmember Mike Pilkington adopt ordinance on second and final reading as presented, seconded by Mayor Pro Tem Judy Morales.

Motion passed unanimously.

##### ORDINANCES

5. **2018-4929: FIRST READING – PUBLIC HEARING - FY-18-10-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Single Family Two on 169.72 +/- acres, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, addressed as 914 North Pea Ridge Road.**

Lynn Barrett, Assistant Planning Director provided a presentation to the Council. The applicant, Josh Welch, requests rezoning of 169.72 +/- acres from Agricultural zoning district to Single Family Two zoning district to develop the property into a single family residential subdivision as an expansion of the current Lake Pointe subdivision. The property borders North Pea Ridge Road directly south of the current Lake Pointe development and north of Hildell Estates.

A 60 foot wide entry street right of way has been purchased that will connect to SH 317, north of Lake View Baptist Church, as well. TXDOT has not provided input relative to driveway

access. Discussions may be on-going regarding exact location of future subdivision access directly to 317 and will be finalized by the plat submittal. The SF-2 designation is appropriate for a medium density residential subdivision. The subject property is in the Belton Independent School District. The subject property takes primary access from North Pea Ridge Road and from a 60-foot wide sliver of right of way the developer owns intersecting SH 317.

From meetings staff has had with the developer, their plan originally was that Stone Hollow Drive will extend partially into the subdivision from the east ending in a cul-de-sac, but not connect directly to SH 317 due to the floodplain. However, staff has stressed the necessity of having a through connection to the west when the subdivision is designed and has asked that the developer explore this option. Additionally, access from an internal existing Lake Pointe Subdivision street to the north and from Alabama Ave to the south-east are planned, along with a future internal street stub out to vacant property on the south boundary of the property.

Sidewalks and trails will allow access to Stone Hollow Drive through the development from SH 317. Future Transportation Capital Improvement Program (TCIP) improvements have been identified for North Pea Ridge Road.

Sewer is available across the property from Lake Pointe from the north and water is available along North Pea Ridge Road on the eastern boundary and along SH 317 to the west. An oversized detention area was designed when the existing Lake Pointe subdivision was built.

There were 110 notices sent to property owners within 200-feet of the subject property; and as of Thursday August 23, 2018 at 5:00PM, five notices were received in disagreement; and six notices in agreement have been received. At their August 6, 2018 meeting, the Planning & Zoning Commission voted 8 to 0 to recommend approval of the rezoning to SF-2 with development/site plan per staff's recommendation.

Staff recommends approval for a rezoning from AG to SF-2 district for the following reasons: (1) The proposed SF-2 zoning is compatible with surrounding zoning, existing and anticipated uses as well as future growth trends in the area and is an extension of the existing Lake Pointe subdivision; (2) The proposal is in compliance with the Thoroughfare Plan; and (3) Public facilities are available to serve the subject property.

Mayor Davis declared the public hearing open with regards to agenda item 5, and asked if anyone wished to address this item.

Mr. Josh Welch, developer was able to address Ms. Losotvica's concerns. He noted this property would be a replacement for Lake Pointe, which has been a successful subdivision. Mr. Welch stated they hope to replicate the quality of Lake Pointe as much as possible with this project. He anticipates there to be privacy fencing throughout. As for the drainage, it has not yet been designed or submitted. Once this case is approved, they hope to move the platting process forward. He also noted that the regional detention pond that was developed for the first phase of Lake Pointe, will be used for this project as well. Most of the infrastructure for drainage and sewer is already in place.

There being no further comments, Mayor Davis declared the public hearing closed.

Motion by Councilmember Mike Pilkington adopt ordinance as presented on first reading, with second and final reading set for September 20, 2018, seconded by Councilmember Susan Long.

Motion passed unanimously.

**6. 2018-4930: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance authorizing a five-year franchise with Scott & White EMS, Inc., to provide non-emergency ambulance transfer services within the City.**

Kayla Landeros, City Attorney presented this item to the Council. Scott & White EMS, Inc. is operating a non-emergency ambulance transfer service in the City under a current franchise agreement that was authorized by Council in 2013. That franchise agreement will expire on September 30, 2018. Scott & White EMS has asked for a renewal to the agreement so that it may continue operating within the City. Ms. Landeros reminded Council that a "Non-emergency ambulance transfer service" is defined as the transport of patients for non-emergency, previously scheduled, medical treatment from a point originating and terminating within the City limits. To operate this service in the City, a franchise agreement with the City is required. Council must (1) determine that the franchise services the public interest; (2) consider the distance from the applicant's permanent address to hospitals and other medical facilities (permanent address must be in City limits); (3) consider the # of ambulances which will be utilized and the hours during the day and days during the week when service will be provided; and

(4) the evidence of applicant's previous performance.

Scott & White EMS has submitted the necessary paperwork requesting renewal of the franchise and a copy of the paperwork is attached to this Memorandum. Staff recommends authorizing a five-year renewal. Five years is the normal franchise term pursuant to Chapter 5 of the City's Code of Ordinances. The commencement date for the renewal agreement will be October 1, 2018 and the expiration date will be September 30, 2023.

By ordinance, non-emergency ambulance transfer services franchisees pay the City 3½ % of the total amount billed per year. In the most recent full reported year (FY 2017), Scott & White EMS paid the City \$66,626.79 in non-emergency ambulance transfer service franchise fees.

Mayor Davis declared the public hearing open with regards to agenda item 6, and asked if anyone wished to address this item. There being none, Mayor Davis declared the public hearing closed.

Motion by Councilmember Susan Long adopt ordinance on first reading, with second and final reading set for September 20, 2018, seconded by Mayor Pro Tem Judy Morales.

Motion passed unanimously.

7. **2018-4931: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance authorizing an amendment and adopting the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to recognize additional tax increment revenue received from Agreements of Appraised Value on property omitted from the tax roll, allocating expenditures for public improvements for years FY 2018, and to fund a required debt service reserve fund associated with the issuance of 2018 Reinvestment Zone No. 1 Tax Increment Revenue Bonds Series 2018A and Taxable Series 2018B in FY 2018.**

Traci Barnard, Director of Finance presented this item to the Council. Temple Generation I (Panda I) and Panda Temple Power II (Panda II) applied for Tier III pollution control exemptions with the Texas Commission on Environmental Quality (TCEQ) The TCEQ did not approve the exemption and issued a 'Negative Use Determination'. Panda I and Panda II filed a lawsuit with TCEQ over the applicability of the pollution control exemption. Due to the pending litigation and value of the property associated with the pollution control exemptions, the



Chief Appraiser with the Tax Appraisal District of Bell County, (TAD) omitted the appraised value of the Tier III pollution control property from the annual certification of the Tax Roll for Fiscal Year 2016 – 2018 for both Panda I and Panda II.

On June 06, 2018 Panda I entered into a 'Written Agreement of Omitted Property and Appraised Value' with the TAD for three years of property valuation, FY 2016, FY2017, and FY 2018. On June 22, Panda I paid the taxes due per the agreement to the TAD. The increment revenue remitted to the RZ# 1 totaled \$3,656,728.

On August 09, 2018, Panda II entered into a 'Written Agreement of Omitted Property and Appraised Value' with the TAD for three years of property valuation, FY 2016, FY2017, and FY 2018. They have agreed to pay the amount due by October 31, 2018. The increment revenue to be remitted to the RZ# 1 totals \$3,983,555. The total increment revenue to be recognized from both agreements is \$7,640,283.

Tax Increment Revenue Bonds Series 2018A and Taxable Series 2018B: On April 18, 2018, The RZ #1 Board of Directors approved a Financing and Project Plan amendment to increase the 2018 proposed bond issue from \$22,000,000 to \$29,000,000 to fund projects for the Outer Loop; Downtown; Temple Industrial Park; TMED; and the Airport Park.

On May 17, 2018, City Council approved an ordinance outlining the provisions for a 'financing program' to issue the above referenced Tax Increment Revenues Bonds. The ordinance includes provisions to fund a Reserve Fund only if net revenues for any fiscal year are less than 1.25 times the average annual debt service requirements. This is often referred to as a 'Springing Reserve Fund'.

After subsequent market analysis and discussions with the City's Financial Advisors and Bond Counsel, it is Staff's recommendation to fund a reserve fund with available cash on hand on the date of initial delivery of the bonds. The reserve fund will be maintained for the life of the bonds. Funding the reserve fund by this method versus utilizing the 'Springing Reserve Fund' will serve as a credit enhancement for the bonds which will assist in achieving more advantageous borrowing cost. The amount of the reserve fund will be equal to the maximum annual debt service requirements of the bonds. The maximum annual debt service amount is estimated to be \$2,600,000.

The revised schedule for delivery of funds for the bonds is

September 27, 2018.

The Reinvestment Zone No. 1 Project Committee met on August 8<sup>th</sup> to recommend changes to the Financing and Project Plans. The proposed amendment allocates funding for the projects as shown below:

- Reallocation of \$50,000 from the Santa Fe Market to the Santa Fe Plaza – This will fund the change order to Emerson Construction for additional work.
- Allocation of \$125,000 for 3<sup>rd</sup> Street Corridor Enhancement3rd- This project will fund streetscape improvements for the new location of the United Way.
- Allocation of \$60,000 for the East/West Gateway Design – This project will fund the concept design of the area in TxDOT rights-of-way between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35.
- Allocation of \$1,500,000 for land acquisition – This will provide funding for land acquisition in along North 31<sup>st</sup> Street.

The Reinvestment Zone No. 1 Board met on August 29, 2018 and approved the amendment.

Ms. Barnard noted the net increase in fund balance of \$3,355,283. The reserve fund is required to be funded on the date of initial delivery of the bonds which is planned for September 27, 2018. This is prior to the end of the fiscal year, therefore, current year available funding from the additional tax increment revenue was allocated to fund the reserve fund. Available Fund Balance exist in FY 2019 to 'backfill' the current revenues allocated to fund the reserve fund in FY 2018.

Mayor Davis declared the public hearing open with regards to agenda item 7, and asked if anyone wished to address this item.

Alany Lytle, 504 Paseo Del Plata, what happened to Panda?

Ms. Barnard provided an explanation to Mr. Lytle's questions. She noted there was a pollution control exemption. Panda I is considered a Tier III property. TCEQ denied the exemption and ligation began between the parties. Due to the litigation, the Appraisal District omitted the value from the rolls for the past three years. Panda was able to reach a agreement with the Bell County Tax Appraisal District in May, and the taxes that were withheld, are now being recognized.

There being none, Mayor Davis declared the public hearing closed.

Motion by Councilmember Susan Long adopt ordinance as presented on first reading, with second and final reading set for September 20, 2018, seconded by Councilmember Jessica Walker.

Motion passed unanimously.

## RESOLUTIONS

8. **2018-9320-R: Consider adopting a resolution authorizing a one-year renewal to a purchase agreement for building materials for FY2019 with Lengefeld Lumber Company of Temple in the estimated annual amount of \$35,000.**

Mayor Davis noted this was on regular agenda for voting purposes only; as Councilmember Walker will need to abstain.

Motion by Mayor Pro Tem Judy Morales adopt resolution as presented, seconded by Councilmember Mike Pilkington.

Councilmember Jessica Walker abstained. The other Councilmembers voted aye. The motion passed.

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Timothy A. Davis, Mayor

ATTEST:

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Lacy Borgeson  
City Secretary



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item#6(B)  
Consent Agenda  
Page 1 of 2

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

Alan DeLoera, Information Technology Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of Fire Records Management Software (RMS) software subscription and implementation services from Dell Marketing LP, of Round Rock, in the amount of \$29,383.

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

**ITEM SUMMARY:** The Fire Department currently uses Zoll Records Management System that manages incidents for EMS and Fire. This data is then reported to the National Fire Incident Reporting System (NFIRS). The current system works for basic reporting but its ease of use and navigation make it difficult to use. The current software is approximately 18 years and is in need of replacement.

As part of an effort to make this a more efficient for the Fire Department, it was recommended the City Implement a Platform-as-a-Service (PaaS) solution for Fire Department from Emergency Reporting, to help manage all aspects of their operations, maintenance and reduce time spent on back office functions. Emergency Reporting serves career and volunteer fire departments from around the country including more than 170 DoD entities and military installations worldwide including the U.S. Marine Corps, Army, Navy, Air Force, and Coast Guard, NASA, DOE, VA, and ARFF

Benefits of the software include:

- Platform-as-a-Service (PaaS) solution where all modules are integrated
- Easy-to-use cloud-based software that can quickly adapt and scale to our environment
- Integrated workflow engine to generate easy-to-use workflow charts to streamline processes
- Built-in analytic reporting
- Unlimited users versus the current per user cost
- Integrated NFIRS/NEMSIS reporting

Dell, Inc. has been awarded a Texas Department of Information Resources (DIR) contract #DIR-TSO-3763, which this purchase is recommended for awarded under. Contracts awarded by DIR have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

**FISCAL IMPACT:** Funding is available for implementation services provided by Dell Inc. related to the Fire Records Management Software (RMS) and for the ongoing subscription services which will begin in October 2018 as shown in the table below:

<b><u>Description</u></b>	<b><u>Account #</u></b>	<b><u>Amount</u></b>
Dell Inc. – RMS Implementation Services	351-1900-519-2623	\$ 10,088
Dell Inc. – RMS Dues and Subscriptions	110-1900-519-2515	19,295
<b>Dell Inc - RMS Total</b>		<b>\$ 29,383</b>

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF FIRE RECORDS MANAGEMENT SOFTWARE AND SERVICES IN THE AMOUNT OF \$29,383, FROM DELL MARKETING, LP OF ROUND ROCK, TEXAS, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Fire Department currently uses Zoll Records Management System that manages incidents for Emergency Management Systems and reports to the National Fire Incident Reporting System (NFIRS);

**Whereas**, the current software is approximately 18 years old and works for basic reporting, but its ease of use and navigation make it difficult to use;

**Whereas**, as part of an effort to make a more efficient process for the Fire Department, Staff recommends the City implement a Platform-as-a-Service (PaaS) solution for the Fire Department from Emergency Reporting, which will help manage all aspects of their operations and maintenance and reduce time spent on back office functions;

**Whereas**, Emergency Reporting serves career and volunteer fire departments from around the country including more than 170 Department of Defense entities and military installations worldwide;

**Whereas**, Dell Marketing, LP has been awarded a Texas Department of Information Resources (DIR) contract (DIR-TSO-3763), which Staff recommends this purchase under - contracts awarded by DIR have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, funding is available for implementation services provided by Dell Marketing, LP related to the Fire Records Management Software (RMS) and for the ongoing subscription services which will begin in October 2018, in the following accounts:

Implementation Services - Account No. 351-1900-519-12623;

Dues and Subscriptions - 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 purchase of Fire Records Management Software and services from Dell Marketing, LP of Round Rock, Texas in the amount of \$29,383, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(C)  
Consent Agenda  
Page 1 of 1

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

Alan DeLoera, Information Technology Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of a yearly 2018-2019 sole source financial systems software maintenance contract with Superior, LLC of Chicago, Illinois, in the estimated amount of \$120,931.97.

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

**ITEM SUMMARY:** The City currently uses a Superior HTE enterprise software for the following business applications in helping the City to conduct financial transactions:

General Ledger	Accounts Payable	Accounts Receivables
Fixed Assets	Inventory	Purchasing
Cash Receipts	Budgeting	Fleet Management
Work Orders	Payroll	Human Resources
Utility Billing	Permitting	Code Enforcement
Inspections	Zoning	Business Licenses
Municipal Court	Project Accounting	QREP
Looking Glass	HELP Pass	OnLine Business

Superior, LLC (previously known as Sungard Public Sector) is the sole provider of maintenance for the Sungard HTE application software. FY2019 will be the 14th year of support for the software

**FISCAL IMPACT:** Funding in the amount of \$120,931.97 is included in the adopted FY 2019 Budget in the Information Technology Department account 110-1900-519-2338 for continued annual support of these applications.

### **ATTACHMENTS:**

[Resolution](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A YEARLY SOLE SOURCE MAINTENANCE CONTRACT IN THE AMOUNT OF \$120,931.97, WITH SUPERION, LLC OF CHICAGO, ILLINOIS, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City currently uses Superion HTE enterprise software for multiple business applications which assists the City in conducting multiple transactions – fiscal year 2019 will be the 14<sup>th</sup> year of support for this software;

**Whereas**, Superion, LLC, previously known as Sungard Public Sector, is the sole provider of maintenance for the Sungard HTE application software and Staff recommends Council authorize an annual maintenance contract in the amount of \$120,931.97;

**Whereas**, funds are available in Account No. 110-1900-519-2338 for the continued annual support of these applications for fiscal year 2019; 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 City Manager, or her designee, after approval as to form by the City Attorney, to execute a yearly maintenance contract in the amount of \$120,931.97, with Superion, LLC of Chicago, Illinois, for fiscal year 2019.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(D)  
Consent Agenda  
Page 1 of 1

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

Alan DeLoera, Information Technology Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of a yearly 2018-2019 sole source police records management software maintenance contract with Intergraph Corporation, dba Hexagon Safety & Infrastructure, in the amount of \$86,259.60.

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

**ITEM SUMMARY:** The Police and Fire Departments currently use Records Management Software from Intergraph Corporation, dba Hexagon Safety & Infrastructure, for the following public safety applications in helping the City to conduct management of Public Safety records and analysis:

WebRMS (Arrests, warrants, citations, evidence, calls for service, etc...)  
CAD Interface Software  
Microsoft Software

Hexagon Safety & Infrastructure is the sole provider of maintenance for the software. This is the 18th consecutive year of support for the software.

**FISCAL IMPACT:** Funding in the amount of \$86,259.60 is included in the adopted FY 2019 Budget in the Information Technology Department account 110-1900-519-2338 for continued annual support of these applications.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SOLE SOURCE MAINTENANCE CONTRACT WITH INTERGRAPH CORPORATION, dba HEXAGON SAFETY & INFRASTRUCTURE IN THE AMOUNT OF \$86,259.60, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Police and Fire Departments currently use Records Management Software from Intergraph Corporation, dba Hexagon Safety & Infrastructure, for the following public safety applications in helping the City to conduct management of Public Safety records and analysis:

- WebRMS (Arrests, warrants, citations, evidence, calls for service, etc.);
- CAD Interface Software; and
- Microsoft Software;

**Whereas**, Hexagon Safety & Infrastructure is the sole provider of maintenance for this software - this will be the 18<sup>th</sup> consecutive year of support for this software;

**Whereas**, Staff recommends Council authorize a sole source maintenance contract with Intergraph Corporation, dba Hexagon Safety & Infrastructure, in the amount of \$86,259.60 for fiscal year 2019;

**Whereas**, funding is included in the adopted fiscal year 2019 budget in Account No. 110-1900-519-2338; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes the City Manager, or her designee, after approval as to form by the City Attorney, to execute a sole source maintenance contract with Intergraph Corporation, dba Hexagon Safety & Infrastructure, in the amount of \$86,259.60, for fiscal year 2019.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(E)  
Consent Agenda  
Page 1 of 2

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

Alan DeLoera, Information Technology Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of the annual CityWorks AMS asset management & work order software subscription from Azteca Systems LLC in the amount of \$60,000.

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

**ITEM SUMMARY:** The City implemented the Cityworks Work Orders and Asset Management software from Azteca Systems for the Public Works department. At the core of a true asset management system is an asset inventory. Cityworks is uniquely designed to utilize the GIS geodatabase as the asset inventory. Though other approaches may interface with a GIS – generally for map visualization – Cityworks truly utilizes the GIS geodatabase as the asset inventory. Cityworks leverages the inherent value of a GIS-centric, enterprise asset inventory by not only managing the assets and their associated attributes (type, condition, installation date, etc.), but also the work done to care for assets. The linkage between assets and work orders is maintained such that the history of completed work orders against a specific asset is viewable and is easily retrieved.

This software enables a more efficient workflow, easier navigation and a fully integrated GIS-Centric process. The software will allow staff to create a customized workflow that will best fit the needs of our Public works staff. The software Call center, Service requests, Work orders, including cyclical work Inspections, tests, and condition assessments, Resources, storerooms, projects, and contracts, Reports and dashboards Mobile workforce Interfacing to other systems (accounting, billing, etc.)

Server AMS Standard Enterprise License Renewal Includes Unlimited Quantities of the Identified Products: Office, Field, Respond, Mobile Native Apps (for iOS/Android), and Includes the following Add-ons: Storeroom, Equipment Checkout, Contracts, Cityworks Analytics for AMS, Cityworks for Excel, eURL (Enterprise URL), Web Hooks, Web Map Manager and Local Government Templates (LGT).

Azteca Systems LLC is the developer and sole source provider for the maintenance of their product.

**FISCAL IMPACT:** Funding for the purchase of CityWorks AMS Software Subscription with Azteca Systems LLC in the amount of \$60,000 is appropriated in the FY 2019 Adopted Budget as shown below:

<b><u>Description</u></b>	<b><u>Account #</u></b>	<b><u>Amount</u></b>
CityWorks Enterprise License Agreement Subscription ( <i>Water/Sewer Fund 75%</i> )	520-5000-535-2515	\$ 45,000
CityWorks Enterprise License Agreement Subscription ( <i>General Fund 20%</i> )	110-1900-519-2515	12,000
CityWorks Enterprise License Agreement Subscription ( <i>Drainage Fund 5%</i> )	292-2900-534-2515	3,000
<b>Total Funds Available</b>		<b>\$ 60,000</b>

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE ANNUAL PURCHASE OF A SOLE-SOURCE CITYWORKS AMS SOFTWARE SUBSCRIPTION FROM AZTECA SYSTEMS, LLC IN THE AMOUNT OF \$60,000, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City has implemented the Cityworks work order and asset management software system from Azteca Systems for the Public Works department;

**Whereas**, this software provides a more efficient workflow, easier navigation and a fully integrated GIS-Centric process that allows Staff to create a customized workflow that best fits the needs of Public Works Staff;

**Whereas**, this Server AMS Standard Enterprise License includes unlimited quantities of certain products, as well as certain add-ons;

**Whereas**, Azteca Systems LLC is the developer and sole source provider for the maintenance of their product;

**Whereas**, funding for the annual CityWorks AMS software subscription is appropriated in the following accounts:

Water/Sewer Fund (75%) - Account No. 520-5000-535-2515;

General Fund (20%) - Account No. 110-1900-519-2515;

Drainage Fund (5%) - Account No. 292-2900-534-2515; 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 annual purchase of a Sole-Source CityWorks AMS Software subscription from Azteca Systems, LLC in the amount of \$60,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(F)  
Consent Agenda  
Page 1 of 1

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

Kenny Henderson, Transportation Director  
Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing annual purchase agreements with the following sign and traffic control supply vendors for FY2019 in the estimated annual amount of \$57,235.40:

Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum of Foley, AL	\$27,837.72
Lighthouse Sourcing Solutions, LLC of Laguna Beach, CA	\$12,749.00
Osborn Associates, Inc of Logan, OH	\$ 5,978.40
American Traffic Safety Materials, Inc of Orange Park, FL	\$ 5,671.01
PathMark Traffic Equipment, LLC of San Marcos	\$ 4,999.27

**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 FY2019.

As shown on the attached bid tabulation, on July 27, 2018, the City received seven 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, 2018, 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 \$57,235.40 in sign and traffic control supplies will be purchased throughout FY2019.

### **ATTACHMENTS:**

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

Bid Tabulation for Sign/Traffic Control Supplies Received July 27, 2018 @ 10:30am Bid # 34-01-19				American Traffic Safety Materials, Inc Orange Park, Florida		Vulcan Inc., dba Vulcan Signs, Vulcan Foley, AL		Wildcat Electric - Traffic Houston, TX		Eastern Metal of Elmira, Inc Elmira, NY		PathMark Traffic Equipment, LLC San Marcos, TX		Osburn Associates Inc Logan, OH		Lighthouse Sourcing Solutions, LLC Laguna Beach, CA	
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
Stop Face MR1-1 (High Intensity Prismatic (HIP) material only)	24 x 24	25	each	No Bid		\$6.52	\$163.00	No Bid		\$20.50	\$512.50	No Bid		\$5.12	\$128.00	No Bid	
Stop Face R1-1 (High Intensity Prismatic (HIP) material only)	30 x 30	200	each	No Bid		\$10.19	\$2,038.00	No Bid		\$30.30	\$6,060.00	No Bid		\$8.00	\$1,600.00	No Bid	
Stop Face ER1-1 (High Intensity Prismatic (HIP) material only)	36 x 36	25	each	No Bid		\$14.67	\$366.75	No Bid		\$40.30	\$1,007.50	No Bid		\$11.52	\$288.00	No Bid	
Advanced Stop Face MW3-1a (High Intensity Prismatic (HIP) material only)	30 x 30	25	each	No Bid		\$11.07	\$276.75	No Bid		\$21.26	\$531.50	No Bid		\$8.00	\$200.00	No Bid	
Yield Face MR1-2	30 x 30 x 30	5	each	No Bid		\$2.92	\$14.60	No Bid		\$21.26	\$106.30	No Bid		\$4.05	\$20.25	No Bid	
Yield Face R1-2	36 x 36 x 36	5	each	No Bid		\$3.60	\$18.00	No Bid		\$28.50	\$142.50	No Bid		\$7.56	\$37.80	No Bid	
Advanced Yield Face MW3-2a	30 x 30	5	each	No Bid		\$11.07	\$55.35	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Speed Limit Face MR2-1-B	18 x 24	75	each	No Bid		\$2.73	\$204.75	No Bid		\$26.00	\$1,950.00	No Bid		\$3.24	\$243.00	No Bid	
Speed Limit Face R2-1-B	24 x 30	10	each	No Bid		\$4.55	\$45.50	No Bid		\$37.88	\$378.80	No Bid		\$5.40	\$54.00	No Bid	
Do Not Enter Face R5-1	30 x 30	10	each	No Bid		\$5.69	\$56.90	No Bid		\$43.65	\$436.50	No Bid		\$6.75	\$67.50	No Bid	
Wrong Way Face R5-1a	36 x 24	10	each	No Bid		\$5.46	\$54.60	No Bid		\$43.20	\$432.00	No Bid		\$6.48	\$64.80	No Bid	
One Way Right Face R6-1R	36 x 12	10	each	No Bid		\$2.73	\$27.30	No Bid		\$26.00	\$260.00	No Bid		\$3.24	\$32.40	No Bid	
One Way Right Face R6-2R	18 x 24	5	each	No Bid		\$2.73	\$13.65	No Bid		\$26.00	\$130.00	No Bid		\$3.24	\$16.20	No Bid	
One Way Left Face R6-1L	36 x 12	10	each	No Bid		\$2.73	\$27.30	No Bid		\$26.00	\$260.00	No Bid		\$3.24	\$32.40	No Bid	
One Way Left Face R6-2L	18 x 24	5	each	No Bid		\$2.73	\$13.65	No Bid		\$26.00	\$130.00	No Bid		\$3.24	\$16.20	No Bid	
No Truck Symbol Face SR5-2	30 x 30	10	each	No Bid		\$6.12	\$61.20	No Bid		\$43.65	\$436.50	No Bid		\$6.75	\$67.50	No Bid	
No Left Turn Symbol Face R3-2	30 x 30	5	each	No Bid		\$6.12	\$30.60	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
No Right Turn Symbol Face R3-1	30 x 30	5	each	No Bid		\$6.12	\$30.60	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
No U Turn Symbol Face R3-4	30 x 30	5	each	No Bid		\$6.12	\$30.60	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
No Parking Anytime Face R7-1	18 x 24	50	each	No Bid		\$3.22	\$161.00	No Bid		\$9.50	\$475.00	No Bid		\$3.24	\$162.00	No Bid	
No Parking Plain Face R7-2-B	18 x 24	10	each	No Bid		\$3.22	\$32.20	No Bid		\$26.00	\$260.00	No Bid		\$3.24	\$32.40	No Bid	
Two Hr. Parking Face R7-5-9	12 x 18	10	each	No Bid		\$1.94	\$19.40	No Bid		\$13.00	\$130.00	No Bid		\$1.62	\$16.20	No Bid	
Reserved Parking/Handicap Face R7-8	12 x 18	10	each	No Bid		\$1.94	\$19.40	No Bid		\$13.00	\$130.00	No Bid		\$1.62	\$16.20	No Bid	
Reserved Parking/Handicap Face R7-8	18 x 24	10	each	No Bid		\$3.22	\$32.20	No Bid		\$26.00	\$260.00	No Bid		\$3.24	\$32.40	No Bid	
Pedestrian Crossing Symbol Face W11A-2 (High Intensity Prismatic (HIP) material only)	30 x 30	5	each	No Bid		\$11.07	\$55.35	No Bid		\$48.46	\$242.30	No Bid		\$8.00	\$40.00	No Bid	
Fluorescent School Crossing Symbol Face S2-1 (High Intensity Prismatic (HIP) material only)	36 x 36	5	each	No Bid		\$27.54	\$137.70	No Bid		\$83.38	\$416.90	No Bid		\$11.52	\$57.60	No Bid	
Fluorescent Advanced School Crossing Symbol Face S1-1 (High Intensity Prismatic (HIP) material only)	36 x 36	5	each	No Bid		\$27.54	\$137.70	No Bid		\$83.38	\$416.90	No Bid		\$11.52	\$57.60	No Bid	
Two Way Traffic Symbol Face W6-3	30 x 30	4	each	No Bid		\$5.69	\$22.76	No Bid		\$43.65	\$174.60	No Bid		\$6.75	\$27.00	No Bid	
T Intersection Symbol Face W2-4	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Sharp Right Turn Symbol Face MW1-1R	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Sharp Left Turn Symbol Face MW1-1L	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Curve to Right Symbol Face MW1-2R	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Curve to Left Symbol Face MW1-2L	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Reverse Turn Right Symbol Face MW1-3R	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Reverse Turn Left Symbol Face MW1-3L	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Winding Road Right Symbol Face MW1-5R	30 x 30	2	each	No Bid		\$5.69	\$11.38	No Bid		\$43.65	\$87.30	No Bid		\$6.75	\$13.50	No Bid	
Winding Road Left Symbol Face MW1-5L	30 x 30	5	each	No Bid		\$5.69	\$28.45	No Bid		\$43.65	\$218.25	No Bid		\$6.75	\$33.75	No Bid	
Chevron Symbol Face MW1-8	12 x 18	25	each	No Bid		\$1.94	\$48.50	No Bid		\$13.00	\$325.00	No Bid		\$1.62	\$40.50	No Bid	
Chevron Symbol Face W1-8	18 x 24	25	each	No Bid		\$3.22	\$80.50	No Bid		\$26.00	\$650.00	No Bid		\$3.24	\$81.00	No Bid	
Double Arrow Symbol Face W1-7	48 x 24	5	each	No Bid		\$7.28	\$36.40	No Bid		\$54.28	\$271.40	No Bid		\$8.64	\$43.20	No Bid	
Bridge Marker Right Face OM-3R	12 x 36	5	each	No Bid		\$2.73	\$13.65	No Bid		\$28.00	\$140.00	No Bid		\$3.24	\$16.20	No Bid	
Bridge Marker Left Face OM-3L	12 x 36	5	each	No Bid		\$2.73	\$13.65	No Bid		\$27.00	\$135.00	No Bid		\$3.24	\$16.20	No Bid	
Railroad Crossing Symbol Face W10-1	36 x 36	5	each	No Bid		\$8.19	\$40.95	No Bid		\$60.20	\$301.00	No Bid		\$9.72	\$48.60	No Bid	
Flagmen Symbol Face W20-7a	30 x 30	4	each	No Bid		\$5.69	\$22.76	No Bid		\$43.65	\$174.60	No Bid		\$6.75	\$27.00	No Bid	
White with Black Border Face	18 x 24	25	each	No Bid		\$2.73	\$68.25	No Bid		\$26.00	\$650.00	No Bid		\$3.24	\$81.00	No Bid	
White with Black Border Face	24 x 24	10	each	No Bid		\$3.64	\$36.40	No Bid		\$31.95	\$319.50	No Bid		\$4.32	\$43.20	No Bid	
White with Black Border Face	30 x 30	15	each	No Bid		\$5.69	\$85.35	No Bid		\$43.65	\$654.75	No Bid		\$6.75	\$101.25	No Bid	
White with Black Border Face	30 x 36	10	each	No Bid		\$6.83	\$68.30	No Bid		\$50.81	\$508.10	No Bid		\$8.10	\$81.00	No Bid	

Bid Tabulation for Sign/Traffic Control Supplies Received July 27, 2018 @ 10:30am Bid # 34-01-19				American Traffic Safety Materials, Inc Orange Park, Florida		Vulcan Inc., dba Vulcan Signs, Vulcan Foley, AL		Wildcat Electric - Traffic Houston, TX		Eastern Metal of Elmira, Inc Elmira, NY		PathMark Traffic Equipment, LLC San Marcos, TX		Osburn Associates Inc Logan, OH		Lighthouse Sourcing Solutions, LLC Laguna Beach, CA	
White with Red Border Face	18 x 24	10	each	No Bid		\$2.73	\$27.30	No Bid		\$26.00	\$260.00	No Bid		\$3.24	\$32.40	No Bid	
White with Red Border Face	24 x 24	10	each	No Bid		\$3.64	\$36.40	No Bid		\$31.95	\$319.50	No Bid		\$4.32	\$43.20	No Bid	
White with Blue Border Face	18 x 24	5	each	No Bid		\$2.73	\$13.65	No Bid		\$26.00	\$130.00	No Bid		\$3.24	\$16.20	No Bid	
Green with White Border Face	24 x 24	5	each	No Bid		\$3.64	\$18.20	No Bid		\$31.95	\$159.75	No Bid		\$4.32	\$21.60	No Bid	
Yellow with Black Border Face (High Intensity Prismatic (HIP) material only)	30 x 30	10	each	No Bid		\$10.19	\$101.90	No Bid		\$48.46	\$484.60	No Bid		\$8.00	\$80.00	No Bid	
Orange with Black Border Face	24 x 24	25	each	No Bid		\$3.64	\$91.00	No Bid		\$31.95	\$798.75	No Bid		\$4.32	\$108.00	No Bid	
Orange with Black Border Face	30 x 30	10	each	No Bid		\$5.69	\$56.90	No Bid		\$43.65	\$436.50	No Bid		\$6.75	\$67.50	No Bid	
Orange with Black Border Face	36 X 36	5	each	No Bid		\$8.19	\$40.95	No Bid		\$60.20	\$301.00	No Bid		\$9.72	\$48.60	No Bid	
Red with White Border Face	6 x 12	25	each	No Bid		\$1.40	\$35.00	No Bid		\$11.71	\$292.75	No Bid		\$0.54	\$13.50	No Bid	
Total of Section 1 - Sign Face Material (Awarded by Section)				No Bid		\$5,321.80		No Bid		\$25,298.30		No Bid		\$4,738.10		No Bid	
Section 2- Sign Caps, Crosses, Brackets & 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
Caps for extruded blanks (round)	5"	100	each	No Bid		\$3.99	\$399.00	No Bid		No Bid		\$3.15	\$315.00	\$4.25	\$425.00	No Bid	
Crosses (sign separators) for extruded blanks	5"	100	each	No Bid		\$5.92	\$592.00	No Bid		No Bid		\$3.15	\$315.00	\$3.75	\$375.00	No Bid	
Caps for extruded blanks (round)	12"	25	each	No Bid		\$9.37	\$234.25	No Bid		No Bid		\$7.85	\$196.25	\$8.10	\$202.50	No Bid	
Crosses (sign separators) for extruded blanks	12"	25	each	No Bid		\$9.37	\$234.25	No Bid		No Bid		\$7.85	\$196.25	\$7.75	\$193.75	No Bid	
Wing brackets (VS-1A or approved equal)	9"	10	each	No Bid		\$6.75	\$67.50	No Bid		No Bid		\$6.50	\$65.00	No Bid		No Bid	
VS-8 Metro Bracket for pole mounting extruded signs	16-1/2"	10	each	No Bid		\$6.06	\$60.60	No Bid		No Bid		\$6.50	\$65.00	\$6.88	\$68.80	No Bid	
VS-800 Metro Bracket for pole mounting extruded signs	24"	10	each	No Bid		\$13.82	\$138.20	No Bid		No Bid		\$19.50	\$195.00	\$10.95	\$109.50	No Bid	
Aluminum post clamps for mounting signs on round posts (include aluminum fasteners) (Vulcan 222491-501 or approved equal)	for 2-3/8" post	75	each	No Bid		\$1.95	\$146.25	No Bid		No Bid		\$1.31	\$98.25	\$4.25	\$318.75	No Bid	
Total of Section 2 - Sign Caps, Crosses, Brackets & Clamps (Awarded by Section)				No Bid		\$1,872.05		No Bid		No Bid		\$1,445.75		No Bid		No Bid	
Section 3 - Sign Pipe & 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
Yellow Sign Pipe *	2-3/8" x 10'	100	each	No Bid		\$55.10	\$5,510.00	No Bid		No Bid		No Bid		No Bid		No Bid	
Yellow Sign Pipe *	2-3/8" x 11'	50	each	No Bid		\$60.61	\$3,030.50	No Bid		No Bid		No Bid		No Bid		No Bid	
Galvanized Pipe *	.065 x 2-3/8" x 10'	100	each	No Bid		\$23.10	\$2,310.00	No Bid		No Bid		No Bid		No Bid		No Bid	
Galvanized Pipe *	.065 x 2-3/8" x 11'	100	each	No Bid		\$25.44	\$2,544.00	No Bid		No Bid		No Bid		No Bid		No Bid	
Sockets with wedges (shims)	2-7/8"	200	each	No Bid		\$22.05	\$4,410.00	No Bid		No Bid		\$14.50	\$2,900.00	No Bid		No Bid	
Total of Section 3 - Sign Pipe & Accessroels (Awarded by Section)				No Bid		\$17,804.50		No Bid		No Bid		No Bid		No Bid		No Bid	
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
Amber Road Markers (carsonite delineator) (used on concrete & asphalt)	62"	25	each	No Bid		No Bid		No Bid		No Bid		\$19.99	\$499.75	No Bid		No	

Bid Tabulation for Sign/Traffic Control Supplies Received July 27, 2018 @ 10:30am Bid # 34-01-19				American Traffic Safety Materials, Inc Orange Park, Florida	Vulcan Inc., dba Vulcan Signs, Vulcan Foley, AL		Wildcat Electric - Traffic Houston, TX	Eastern Metal of Elmira, Inc Elmira, NY	PathMark Traffic Equipment, LLC San Marcos, TX		Osburn Associates Inc Logan, OH		Lighthouse Sourcing Solutions, LLC Laguna Beach, CA
Stop Blank	24 x 24	25	each	No Bid	\$9.32	\$233.00	No Bid	No Bid	\$14.99	\$374.75	\$13.92	\$348.00	No Bid
Stop Blank	30 x 30	100	each	No Bid	\$14.76	\$1,476.00	No Bid	No Bid	\$23.43	\$2,343.00	\$21.75	\$2,175.00	No Bid
Stop Blank	36 x 36	5	each	No Bid	\$21.23	\$106.15	No Bid	No Bid	\$33.75	\$168.75	\$31.32	\$156.60	No Bid
Yield Blank	30 x 30 x 30	5	each	No Bid	\$8.78	\$43.90	No Bid	No Bid	\$14.00	\$70.00	\$13.05	\$65.25	No Bid
Yield Blank	36 x 36 x 36	4	each	No Bid	\$11.09	\$44.36	No Bid	No Bid	\$22.00	\$88.00	\$24.36	\$97.44	No Bid
Aluminum Blank	6 x 24	5	each	No Bid	\$2.66	\$13.30	No Bid	No Bid	\$3.75	\$18.75	\$3.48	\$17.40	No Bid
Aluminum Blank	6 x 30	5	each	No Bid	\$3.28	\$16.40	No Bid	No Bid	\$4.68	\$23.40	\$4.35	\$21.75	No Bid
Aluminum Blank	6 x 36	5	each	No Bid	\$4.16	\$20.80	No Bid	No Bid	\$5.62	\$28.10	\$5.22	\$26.10	No Bid
Aluminum Blank	6 x 12	25	each	No Bid	\$1.41	\$35.25	No Bid	No Bid	\$1.87	\$46.75	\$1.74	\$43.50	No Bid
Aluminum Blank	6 x 42	5	each	No Bid	\$4.87	\$24.35	No Bid	No Bid	\$6.56	\$32.80	\$6.09	\$30.45	No Bid
Aluminum Blank	8 x 24	5	each	No Bid	\$3.64	\$18.20	No Bid	No Bid	\$4.95	\$24.75	\$4.64	\$23.20	No Bid
Aluminum Blank	9 x 12	5	each	No Bid	\$1.97	\$9.85	No Bid	No Bid	\$2.81	\$14.05	\$2.61	\$13.05	No Bid
Aluminum Blank	9 x 21	5	each	No Bid	\$3.62	\$18.10	No Bid	No Bid	\$4.91	\$24.55	\$4.57	\$22.85	No Bid
Aluminum Blank	10 x 24	5	each	No Bid	\$4.50	\$22.50	No Bid	No Bid	\$6.22	\$31.10	\$5.80	\$29.00	No Bid
Aluminum Blank	12 x 12	25	each	No Bid	\$2.66	\$66.50	No Bid	No Bid	\$3.75	\$93.75	\$3.48	\$87.00	No Bid
Aluminum Blank	12 x 18	75	each	No Bid	\$4.13	\$309.75	No Bid	No Bid	\$5.62	\$421.50	\$5.22	\$391.50	No Bid
Aluminum Blank	12 x 36	20	each	No Bid	\$8.07	\$161.40	No Bid	No Bid	\$11.25	\$225.00	\$10.44	\$208.80	No Bid
Yield Blank	30 x 30 x 30	5	each	No Bid	\$8.78	\$43.90	No Bid	No Bid	\$14.00	\$70.00	\$13.05	\$65.25	No Bid
Aluminum Blank	15 x 32	2	each	No Bid	\$8.80	\$17.60	No Bid	No Bid	\$22.50	\$45.00	\$11.60	\$23.20	No Bid
Aluminum Blank	15 x 36	2	each	No Bid	\$8.96	\$17.92	No Bid	No Bid	\$23.50	\$47.00	\$13.05	\$26.10	No Bid
Aluminum Blank	15 x 42	2	each	No Bid	\$11.55	\$23.10	No Bid	No Bid	\$26.25	\$52.50	\$15.23	\$30.46	No Bid
Aluminum Blank	15 x 48	2	each	No Bid	\$13.21	\$26.42	No Bid	No Bid	\$30.00	\$60.00	\$17.40	\$34.80	No Bid
Aluminum Blank	15 x 54	2	each	No Bid	\$14.35	\$28.70	No Bid	No Bid	\$37.50	\$75.00	\$19.58	\$39.16	No Bid
Aluminum Blank	15 x 60	2	each	No Bid	\$16.43	\$32.86	No Bid	No Bid	\$45.00	\$90.00	\$21.75	\$43.50	No Bid
Aluminum Blank	15 x 72	2	each	No Bid	\$19.98	\$39.96	No Bid	No Bid	\$49.00	\$98.00	\$26.10	\$52.20	No Bid
Aluminum Blank	15 x 84	2	each	No Bid	\$22.25	\$44.50	No Bid	No Bid	\$52.50	\$105.00	\$30.48	\$60.96	No Bid
Aluminum Blank	18 x 18	15	each	No Bid	\$6.09	\$91.35	No Bid	No Bid	\$8.43	\$126.45	\$7.83	\$117.45	No Bid
Aluminum Blank	18 x 24	25	each	No Bid	\$8.02	\$200.50	No Bid	No Bid	\$11.25	\$281.25	\$10.44	\$261.00	No Bid
Aluminum Blank	24 x 24	50	each	No Bid	\$10.58	\$529.00	No Bid	No Bid	\$14.99	\$749.50	\$13.92	\$696.00	No Bid
Aluminum Blank	24 x 30	15	each	No Bid	\$13.07	\$196.05	No Bid	No Bid	\$18.75	\$281.25	\$17.40	\$261.00	No Bid
Aluminum Blank	24 x 36	10	each	No Bid	\$15.79	\$157.90	No Bid	No Bid	\$22.50	\$225.00	\$20.88	\$208.80	No Bid
Aluminum Blank	24 x 48	10	each	No Bid	\$20.99	\$209.90	No Bid	No Bid	\$30.00	\$300.00	\$27.84	\$278.40	No Bid
Aluminum Blank	30 x 30	50	each	No Bid	\$16.33	\$816.50	No Bid	No Bid	\$23.43	\$1,171.50	\$21.75	\$1,087.50	No Bid
Aluminum Blank	30 x 36	15	each	No Bid	\$19.96	\$299.40	No Bid	No Bid	\$28.12	\$421.80	\$26.10	\$391.50	No Bid
Aluminum Blank	36 x 36	20	each	No Bid	\$23.84	\$476.80	No Bid	No Bid	\$33.75	\$675.00	\$31.32	\$626.40	No Bid
Aluminum Blank	36 x 48	10	each	No Bid	\$31.56	\$315.60	No Bid	No Bid	\$45.00	\$450.00	\$41.76	\$417.60	No Bid
Aluminum Blank (round for RR crossings)	36"	5	each	No Bid	\$22.30	\$111.50	No Bid	No Bid	\$33.75	\$168.75	\$31.32	\$156.60	No Bid
Extruded Blank	6 x 24	50	each	No Bid	\$4.37	\$218.50	No Bid	No Bid	\$5.07	\$253.50	\$3.48	\$174.00	No Bid
Extruded Blank	6 x 30	50	each	No Bid	\$5.47	\$273.50	No Bid	No Bid	\$6.33	\$316.50	\$4.35	\$217.50	No Bid
Extruded Blank	6 x 36	50	each	No Bid	\$6.54	\$327.00	No Bid	No Bid	\$7.60	\$380.00	\$5.22	\$261.00	No Bid
Extruded Blank	6 x 42	50	each	No Bid	\$7.71	\$385.50	No Bid	No Bid	\$8.87	\$443.50	\$6.09	\$304.50	No Bid
Extruded Blank	6 x 48	25	each	No Bid	\$8.71	\$217.75	No Bid	No Bid	\$10.14	\$253.50	\$6.96	\$174.00	No Bid
Extruded Blank	9 x 24	25	each	No Bid	\$6.05	\$151.25	No Bid	No Bid	\$7.60	\$190.00	\$5.22	\$130.50	No Bid
Extruded Blank	9 x 30	50	each	No Bid	\$7.57	\$378.50	No Bid	No Bid	\$9.48	\$474.00	\$6.53	\$326.50	No Bid
Extruded Blank	9 x 36	50	each	No Bid	\$9.06	\$453.00	No Bid	No Bid	\$11.40	\$570.00	\$7.83	\$391.50	No Bid
Extruded Blank	9 x 42	50	each	No Bid	\$10.65	\$532.50	No Bid	No Bid	\$13.28	\$664.00	\$9.12	\$456.00	No Bid
Extruded Blank	9 x 48	25	each	No Bid	\$12.07	\$301.75	No Bid	No Bid	\$15.21	\$380.25	\$10.44	\$261.00	No Bid
Extruded Blank	9 x 54	25	each	No Bid	\$13.63	\$340.75	No Bid	No Bid	\$17.08	\$427.00	\$20.39	\$509.75	No Bid
Extruded Blank	9 x 60	5	each	No Bid	\$15.11	\$75.55	No Bid	No Bid	\$19.01	\$95.05	\$22.69	\$113.45	No Bid
Extruded Blank	9 x 72	2	each	No Bid	\$18.22	\$36.44	No Bid	No Bid	\$22.81	\$45.62	\$27.23	\$54.46	No Bid

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Extruded Blank	9 x 84	2	each	No Bid		\$20.98	\$41.96	No Bid		No Bid		\$26.61	\$53.22	\$31.76	\$63.52	No Bid	
Total of Section 6 - Sign Blanks (Awarded by Section)				No Bid		\$10,033.22		No Bid		No Bid		\$14,068.14		\$12,072.45		No Bid	
Section 7 - Traffic Buttons & 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
White non-reflective	4"	100	each	No Bid		No Bid		No Bid		No Bid		\$1.10	\$110.00	No Bid		\$0.99	\$99.00
White reflective; clear/red	4"	50	each	No Bid		No Bid		No Bid		No Bid		\$1.50	\$75.00	No Bid		\$3.40	\$170.00
White one way reflective; clear	4"	100	each	No Bid		No Bid		No Bid		No Bid		\$1.50	\$150.00	No Bid		\$3.15	\$315.00
Yellow non-reflective	4"	100	each	No Bid		No Bid		No Bid		No Bid		\$1.10	\$110.00	No Bid		\$1.01	\$101.00
Yellow two way reflective; amber	4"	100	each	No Bid		No Bid		No Bid		No Bid		\$1.50	\$150.00	No Bid		\$3.42	\$342.00
Epoxy Part A; catalyst	5 gal. pail	1	each	No Bid		No Bid		No Bid		No Bid		\$250.00	\$250.00	No Bid		\$76.23	\$76.23
Epoxy Part B; resin	5 gal. pail	1	each	No Bid		No Bid		No Bid		No Bid		\$250.00	\$250.00	No Bid		\$76.23	\$76.23
Total of Section 7 - Traffic Buttons & Accessories (Awarded by Section)				No Bid		No Bid		No Bid		No Bid		\$1,095.00		No Bid		\$1,179.46	
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
Brown; Reflective, 3M or equal	24" x 150'	1	roll	\$283.50	\$283.50	No Bid		No Bid		No Bid		No Bid		\$357.00	\$357.00	No Bid	
White; Type IV Reflective; 3M or equal (High Intensity Prismatic (HIP) material only)	24" x 150'	1	roll	\$516.00	\$516.00	No Bid		No Bid		No Bid		No Bid		\$357.00	\$357.00	No Bid	
Black Border; 2 Mill h.p. Non Reflective Border; 3M or equal	5/8" x 150'	1	roll	\$16.79	\$16.79	No Bid		No Bid		No Bid		No Bid		\$8.43	\$8.43	No Bid	
Black Border; 2 Mill h.p. Non Reflective Border; 3M or equal	3/4" x 150'	1	roll	\$19.79	\$19.79	No Bid		No Bid		No Bid		No Bid		\$10.13	\$10.13	No Bid	
White Border; 2 Mill h.p. Non Reflective Border; 3M or equal	5/8" x 150'	2	roll	\$16.79	\$33.58	No Bid		No Bid		No Bid		No Bid		\$8.43	\$16.86	No Bid	
White Border; 2 Mill h.p. Non Reflective Border; 3M or equal	3/4" x 150'	1	roll	\$19.79	\$19.79	No Bid		No Bid		No Bid		No Bid		\$10.13	\$10.13	No Bid	
White Border; 2 Mill h.p. Non Reflective Border; 3M or equal	1/2" x 150'	1	roll	\$13.44	\$13.44	No Bid		No Bid		No Bid		No Bid		\$6.75	\$6.75	No Bid	
Total of Section 8 - Sign Material Roll Goods (Awarded by Section)				\$902.89		No Bid		No Bid		No Bid		No Bid		\$766.30		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
Tomato Red; 2 mil cast high performance film-punched	15" x 150'	2	roll	\$105.00	\$210.00	No Bid		No Bid		No Bid		No Bid		\$221.25	\$442.50	No Bid	
Gloss Black; 2Mil Cast high performance film; punched	15" x 150'	3	roll	\$116.06	\$348.18	No Bid		No Bid		No Bid		No Bid		\$208.13	\$624.39	No Bid	
Gloss Black; 2Mil Cast high performance film; non-punched	24" x 150'	1	roll	\$143.70	\$143.70	No Bid		No Bid		No Bid		No Bid		\$333.00	\$333.00	No Bid	
Black; Eng. Gr. Reflective (7 year)	15" x 150'	1	roll	\$180.93	\$180.93	No Bid		No Bid		No Bid		No Bid		\$688.88	\$688.88	No Bid	
Gloss White; 2Mil Cast high performance film; punched	15" x 150'	1	roll	\$104.82	\$104.82	No Bid		No Bid		No Bid		No Bid		\$208.13	\$208.13	No Bid	
Matte White; 2Mil Cast high performance film; punched	15" x 150'	2	roll	\$104.82	\$209.64	No Bid		No Bid		No Bid		No Bid		\$208.13	\$416.26	No Bid	
White; Eng. Gr. Reflective (7 year)	15" x 150'	8	roll	\$180.93	\$1,447.44	No Bid		No Bid		No Bid		No Bid		\$172.50	\$1,380.00	No Bid	
Green; Eng. Gr. Reflective (7 year)	15" x 150'	1	roll	\$180.93	\$180.93	No Bid		No Bid		No Bid		No Bid		\$172.50	\$172.50	No Bid	
Gold; Eng. Gr. Reflective (7 year)	15" x 150'	1	roll	\$180.93	\$180.93	No Bid		No Bid		No Bid		No Bid		\$688.88	\$688.88	No Bid	
Blue; Eng. Gr. Reflective (7 year)	15" x 150'	1	roll	\$180.93	\$180.93	No Bid		No Bid		No Bid		No Bid		\$172.50	\$172.50	No Bid	
Green; 2Mil Cast high performance film; punched	15" x 150'	2	roll	\$105.00	\$210.00	No Bid		No Bid		No Bid		No Bid		\$226.88	\$453.76	No Bid	
Blue; 2Mil Cast high performance film; punched	15" x 150'	2	roll	\$105.00	\$210.00	No Bid		No Bid		No Bid		No Bid		\$226.88	\$453.76	No Bid	
Red; Eng. Gr. Reflective (7 year)	15" x 150'	1	roll	\$180.93	\$180.93	No Bid		No Bid		No Bid		No Bid		\$172.50	\$172.50	No Bid	
Gloss White; 2Mil Cast high performance film; punched	15" x 150'	1	roll	\$100.31	\$100.31	No Bid		No Bid		No Bid		No Bid		\$226.88	\$226.88	No Bid	
Matte White; 2Mil Cast high performance film; punched	15" x 150'	2	roll	\$100.31	\$200.62	No Bid		No Bid		No Bid		No Bid		\$226.88	\$453.76	No Bid	
Light Navy; Mil Cast high performance film; punched	15" x 150'	2	roll	\$105.00	\$210.00	No Bid		No Bid		No Bid		No Bid		\$226.88	\$453.76	No Bid	
Burgundy; 2Mil Cast high performance film; punched	15" x 150'	2	roll	\$105.00	\$210.00	No Bid		No Bid		No Bid		No Bid		\$226.88	\$453.76	No Bid	
Blue; E.C. Film; 15" 3-Hole Punched; Polyliner;	15" x 150'	6	roll	\$165.95	\$995.70	No Bid		No Bid		No Bid		No Bid		\$176.25	\$1,057.50	No Bid	
Brown; E.C. Film; 15" 3-Hole Punched; Polyliner;	15" x 150'	1	roll	\$165.95	\$165.95	No Bid		No Bid		No Bid		No Bid		\$176.25	\$176.25	No Bid	
Total of Section 9 - Electro-Cut Materials (Awarded by Section)				\$5,671.01		No Bid		No Bid		No Bid		No Bid		\$9,028.97		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
LED solar power blinking stop sign R1-1 3M DG3 reflective Sheeting	30" x 30"	2	each	No Bid		\$1,394.25	\$2,788.50	\$1,325.00	\$2,650.00	No Bid		No Bid		No Bid		\$1,575.00	\$3,150.00
LED solar power blinking stop sign R1-1 3M DG3 reflective Sheeting	36" x 36"	2	each	No Bid		\$1,453.07	\$2,906.14	\$1,375.00	\$2,750.00	No Bid		No Bid		No Bid		\$1,687.50	\$3,375.00
LED solar power blinking chevron	18" x 25"	2	each	No Bid		\$3,669.37	\$7,338.74	\$1,335.00	\$2,670.00	No Bid		No Bid		No Bid		\$1,562.00	\$3,124.00
Total of Section 10 - L.E.D. Signs (Awarded by Section)				No Bid		\$13,033.38		\$8,070.00		No Bid		No Bid		No Bid		\$9,649.00	

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Total Recommended Award	\$5,671.01	\$27,837.72	\$0.00	\$0.00	\$4,999.27	\$5,978.40	\$12,749.00
Exceptions	Yes	No	Yes	No	Yes	No	No
Credit Check Authorization	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Local Preference Declaration	No	No	No	No	No	No	No

Recommended for Council Award  
Vendor did not Bid on Entire Section as Specified in Bid Documents  
Does not meet City Specifications

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 \$57,235.40, FOR THE PURCHASE OF SIGN AND TRAFFIC CONTROL SUPPLIES FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on July 27, 2018, the City received seven bids for purchase of sign and traffic control supplies from the following vendors:

- Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum of Foley, AL (\$27,837.72);
- Lighthouse Sourcing Solutions, LLC of Laguna Beach, CA (\$12,749);
- Osborn Associates, Inc of Logan, OH (\$5,978.40);
- American Traffic Safety Materials, Inc of Orange Park, FL (\$5,671.01); and
- PathMark Traffic Equipment, LLC of San Marcos (\$4,999.27);

**Whereas**, the solicitation asked for pricing on several possible traffic control supply items that may be needed throughout the year, and which 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;

**Whereas**, the City has done business with these vendors in the past and finds them all to be responsive and responsible vendors - the proposed purchase agreements are for one-year commencing October 1, 2018 with the option of four additional one-year renewals, 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 accounts; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes the 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 \$57,235.40, for sign and traffic control supplies for fiscal year 2019:

- Vulcan Inc., dba Vulcan Sign, Vulcan Aluminum of Foley, AL (\$27,837.72);
- Lighthouse Sourcing Solutions, LLC of Laguna Beach, CA (\$12,749);
- Osborn Associates, Inc of Logan, OH (\$5,978.40);
- American Traffic Safety Materials, Inc of Orange Park, FL (\$5,671.01);
- PathMark Traffic Equipment, LLC of San Marcos (\$4,999.27);

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(G)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing annual purchase agreements with the following herbicide and insecticide vendors for FY2019 in the estimated annual amount of \$57,016.14:

BWI Companies of Schulenburg	\$31,151.20
Target Specialty Products of Coppell	\$16,496.08
SiteOne Landscape Supply of Austin	\$ 7,026.96
Red River Specialties, LLC of Shreveport, LA	\$ 2,341.90

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

**ITEM SUMMARY:** Authorization of these annual purchase agreements will provide for the purchase of herbicides and insecticides needed by the Parks and Recreation Department, as well as other City departments, during FY2019.

On August 24, 2018, the City received four bids for the annual purchase of various herbicides and insecticides. The solicitation asked for pricing on several possible herbicide and insecticide 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 line item as highlighted in yellow on the attached bid tabulation.

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 immediately through September 30, 2019, 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:** Herbicides and insecticides are ordered on an as-needed basis. Departments have budgeted for these chemicals in the adopted FY2019 Budget. The estimated annual expenditure for herbicides and insecticides based on estimated quantities that will be needed is \$57,016.14.

### **ATTACHMENTS:**

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

**Tabulation of Bids Received  
on August 24, 2018 at 11:00 a.m.  
Herbicides and Insecticides  
Bid # 13-08-19**

		Bidders							
		Site One Landscape Supply Cleveland, OH		Rentokil dba Target Specialty Products Coppell, TX		Red River Speciaties, LLC Shreveport, LA		BWI Companies Schulenberg, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Trimec 992 2.5 gal <i>Active Ingredients:</i> 2, 4D	60	\$67.27	\$4,036.20	\$53.16	\$3,189.60	\$72.30	\$4,338.00	\$40.00	\$2,400.00
		Triad Select 3 Way 2.5 gal		Triplet SF		Weedar 64 2, 4-D			
MSMA-Bueno 6 2.5 gal <i>Active Ingredient:</i> MSMA	60	\$82.48	\$4,948.80	\$79.86	\$4,791.60	\$72.73	\$4,363.80	\$70.00	\$4,200.00
		Drexel MSMA 6.6		MSMA 6.0 Drexel					
Image 11.43 oz bottles <b>No Substitutions</b>	15	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Scepter T&O 70 WDG		Sceptel T&O 70G 11.43 oz AB 7273				Discontinued Item	
Barricade 65 WG Pre-Emerge Herbicide 10 lb bags <i>Active Ingredient:</i> Proflaminate 65%	60	\$102.50	\$6,150.00	\$49.20	\$5,904.00	\$49.80	\$5,976.00	\$45.00	\$5,400.00
		Stonewall 65WDG		Quali Pro Proflaminate 65 WDG AB 7007 5 lb (120-5lb bag equiv to 60-10lb bag)		Proflaminate 65 WDG 5 lb (120-5lb bag equiv to 60-10lb bag)		Resolute 65 WG 5 lb (120-5lb bag equiv to 60-10lb bag)	
Pendulum 3.3 EC 2.5 gal <i>Active Ingredient:</i> Pendimethalin	4	\$70.95	\$283.80	\$86.81	\$347.24	\$90.95	\$363.80	\$68.00	\$272.00
		Pre - M 3.3 EC							
Award Fire Ant Bait 25 lb bag <b>No Substitutions</b>	16	\$320.31	\$5,124.96	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
				Advion Fire Ant Bait 25 lb				Discontinued Item	
Blue Spray Pattern Indicator Dye Conc Liquid Quart <i>Active Ingredients:</i> Acid Blue 9, Ingredients Ineffective as Adjuvants	50	\$17.41	\$870.50	\$59.00	\$767.00	\$39.88	\$1,994.00	\$14.00	\$700.00
		Tracker Max		Pacific Blue Gallon (13-1 gal equiv to 52-1 qt)		RRSO IVM Marking Dye			
Sim-Trol 4L 2.5 gal <i>Active Ingredient:</i> Simazine	5	\$49.01	\$245.05	\$44.12	\$220.60	\$44.75	\$223.75	\$40.00	\$200.00
		Princep Simazine		Princep 2.5 gal		Simazine 4L		Princep 4L	
Heritage 1 lb containers <b>No Substitutions</b>	6	\$317.00	\$1,902.00	\$330.00	\$1,980.00	No Bid	No Bid	\$317.00	\$1,902.00
		Agency Pricing						Agency Pricing	
26 GT Fungicide 2.5 gal <b>No Substitutions</b>	8	No Bid	No Bid	\$325.69	\$2,605.52	No Bid	No Bid	\$306.00	\$2,448.00
		Chipco 26 QT							
Manicure 6 Flowable Fungicide 2.5 gal <i>Active Ingredient:</i> Chlorothalonil	8	\$132.43	\$1,059.44	\$31.48	\$251.84	\$99.78	\$798.24	\$98.00	\$784.00
				Quali Pro Chlorothalonil 82.5 DF		Chlorothalonil 720		Chlorothalonil 720	
Cleary 3336F 2.5 gal <b>No Substitutions</b>	8	No Bid	No Bid	\$218.06	\$1,744.48	No Bid	No Bid	\$218.10	\$1,744.80
		Lesco T-Storm							
Bifen Insecticide ¾ gal <i>Active Ingredient:</i> Bifenthrin 7.9%	120	\$28.71	\$3,445.20	\$21.31	\$2,557.20	\$26.00	\$3,120.00	\$26.50	\$3,180.00
		Crosscheck Plus				Bifen I/T			

		Bidders							
		Site One Landscape Supply Cleveland, OH		Rentokil dba Target Specialty Products Coppell, TX		Red River Speciaities, LLC Shreveport, LA		BWI Companies Schulenberg, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
AquaNeat - <del>Must be</del> Aquatic Labeled 2.5 gal <u>Active Ingredient:</u> Glyphosate 54%	30	\$53.65	\$1,609.50	\$47.92	\$1,437.60	\$43.73	\$1,311.90	\$47.00	\$1,410.00
		Roundup Custom		Roundup Custom		Roundup Custom			
Allegare 4 Plus 2.5 gal <u>Active Ingredient:</u> Glyphosate 41%	100	\$71.50	\$7,150.00	\$30.55	\$3,055.00	\$31.63	\$3,163.00	\$30.00	\$3,000.00
		Prosecutor Pro		Ranger Pro		Ranger Pro		Ranger Pro 41%	
Methylated Seed Oil 2.5 gal <u>NOT</u> nonionic	8	\$36.21	\$289.68	\$36.14	\$289.12	\$30.68	\$245.44	\$25.90	\$207.20
		Lesco MSO		Tritek		Sunset			
Revolver 87 oz bottles <b>No Substitutions</b>	8	\$577.00	\$4,616.00	\$571.20	\$4,569.60	No Bid	No Bid	\$577.00	\$4,616.00
		Agency Pricing		Agency Pricing				Agency Pricing	
Prosedge 1.33 oz bottles <u>Active Ingredients:</u> Halosulfuron-methyl 75% and other ingredients 25%	20	\$83.04	\$1,660.80	\$56.88	\$1,137.60	\$51.50	\$1,030.00	\$68.00	\$1,360.00
		Sedgehammer				Sedgemaster - Qualipro			
Hyvar 4 lb bag <u>Active Ingredient:</u> Bromacil	1	\$93.02	\$93.02	\$86.35	\$86.35	\$73.00	\$73.00	\$62.00	\$62.00
		Krovar 1 DF 6 lb						Krovar 6 lb	
Pramitol 2.5 gal <u>Active Ingredient:</u> Prometon	4	\$103.74	\$414.96	\$87.50	\$350.00	\$234.90	\$939.60	\$82.00	\$328.00
						Pramitol 2E			
Tordon 22K 1 gal <u>Active Ingredient:</u> Picloram	2	\$134.53	\$134.53	\$185.00	\$185.00	\$164.25	\$328.50	\$59.64	\$119.28
		Trooper 22K 2.5 gal (1-2.5 gal equiv to 2-1 gal)		2.5 gal (1-2.5 gal equiv to 2-1 gal)					
TVC 1 quart <u>Active Ingredient:</u> Isopropylamine Salt	48	\$9.29	\$445.92	No Bid	No Bid	No Bid	No Bid	\$48.00	\$2,304.00
		Prosecutor Pro Long							
Procane 1 gal <u>Active Ingredient:</u> Bifenthrin	2	\$110.60	\$221.20	No Bid	No Bid	No Bid	No Bid	\$34.90	\$69.80
		Bifen Xts						Bifen IT 7.9%	
Tremidor SC 1 pint <u>Active Ingredient:</u> Fipronil	2	\$158.50	\$317.00	\$67.59	\$135.18	\$42.78	\$85.56	\$40.00	\$80.00
		Agency Pricing				Taurus 20 oz bottle		Taurus SC 20 oz bottle	
Sahara 10 lb bag <u>Active Ingredient:</u> Imazapyr	4	\$113.18	\$452.72	\$145.50	\$582.00	\$92.70	\$370.80	\$53.00	\$212.00
		Mojave 70 Eg 2 x 5 lb				Imazuron		Mojare 70eg	
Banol 1 gal <u>Active Ingredient:</u> Propamocarb Hydrochloride	8	\$544.53	\$4,356.24	\$956.25	\$7,650.00	No Bid	No Bid	\$420.00	\$3,360.00
				Agency Pricing					
Mefenoxam 1 gal	4	\$446.95	\$1,787.80	\$419.73	\$1,678.92	\$392.18	\$1,568.72	\$369.98	\$1,479.92
						Mefenoxam 2AQ			

		Bidders							
		Site One Landscape Supply Cleveland, OH		Rentokil dba Target Specialty Products Coppell, TX		Red River Speciaties, LLC Shreveport, LA		BWI Companies Schulenberg, TX	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Pro Star 70 WG</b> 3 lb container <i>Active Ingredients:</i> Flutolanil, Fatty Acid Methyl Tauride Sodium Salt, Synthetic Amorphous Silica, Dibutyl Naphthalenesulfonic acid Sodium Salt, Sodium Sulphate, Quarts	20	\$213.33	\$4,266.60	No Bid	No Bid	No Bid	No Bid	\$172.00	\$3,440.00
<b>Sevin</b> 2.5 gal <i>Active Ingredients:</i> Carbaryl, Naphthalene and Alkyl Naphthalene Sulphonic Acids, Formaldehyde Condensate, Sodium Salt	20	\$106.18	\$2,123.60	\$95.78	\$1,915.60	No Bid	No Bid	\$86.00	\$1,720.00
		LESCO Sevin							
<b>Top Choice</b> 50 lb bag <i>Active Ingredient:</i> Fipronil	10	\$137.50	\$1,375.00	\$137.50	\$1,375.00	\$52.75	\$896.75	\$45.00	\$765.00
		Agency Pricing		Qty 1 to 20 = \$137.50 ea Qty 20 plus = \$125.00 ea		Fipronil .0143G (17-30lb bag equiv to 10-50lb bag)		Fipronil 0.0143G Broadcast 30 lb (17-30lb bag equiv to 10-50lb bag)	
<b>Dominion</b> 2.5 gal <i>Active Ingredient:</i> Imidacloprid	20	\$134.53	\$3,228.72	\$111.76	\$2,235.20	No Bid	No Bid	\$116.99	\$2,807.76
		2.15 gal (24-2.15 gal equiv to 20-2.5 gal)						2.15 gal (24-2.15 gal equiv to 20-2.5 gal)	
<b>Monument</b> 1 box; 5x5 gram packs <i>Active Ingredients:</i> Crystalline Silica, Quartz and Cristobalite, Diatomaceous Earth	10	\$245.00	\$2,450.00	\$220.00	\$2,200.00	No Bid	No Bid	\$220.00	\$2,200.00
		Agency Pricing		Agency Pricing				Agency Pricing	
Total Recommended For Award		\$7,026.96		\$16,496.08		\$2,341.90		\$31,151.20	
Acknowledge Addendum (1)		No		No		Yes		No	
Delivery		Yes		Yes		Yes		Yes	
Execeptions		No		No		No		No	
Credit Check Authorizations		Yes		Yes		Yes		Yes	
Local Preference		No		No		No		No	

Product Does Not Meet City Specifications

Bid Does Not Allow for Substitutions

Variation in Unit of Measure Accounted For

Tie Bid; Drawing Determined Recommended Low Bidder

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ANNUAL PURCHASE AGREEMENTS FOR HERBICIDES AND INSECTICIDES FROM VARIOUS VENDORS IN THE ESTIMATED ANNUAL AMOUNT OF \$57,016.14, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** on August 24, 2018, Staff received four bids for the annual purchase of various herbicides and insecticides;

**Whereas,** the solicitation asked for pricing on several possible herbicide and insecticide items that may be needed throughout the year, and which will be ordered on an as-needed basis;

**Whereas,** the bid documents stated that the bid would be awarded by line item, and Staff recommends award of an annual purchase agreement to the following vendors:

- |   |             |
|---|-------------|
| • BWI Companies of Schulenburg, Texas                 | \$31,151.20 |
| • Target Specialty Products of Coppell, Texas         | \$16,496.08 |
| • SiteOne Landscape Supply of Austin, Texas           | \$ 7,026.96 |
| • Red River Specialties, LLC of Shreveport, Louisiana | \$ 2,341.90 |

**Whereas,** the City has done business with these vendors in the past and finds them all to be responsive and responsible vendors;

**Whereas,** the purchase agreements are for one-year commencing immediately and through September 30, 2019, with the option to renew the agreements for four additional one-year periods if so agreed to between the City and each vendor;

**Whereas,** herbicides and insecticides are ordered on an as needed basis and departments have budgeted for these chemicals in their adopted 2019 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 City Manager, or her designee, after approval as to form by the City Attorney, to executed annual purchase agreements for herbicides and insecticides for fiscal year 2019, with the following vendors in the estimated annual amount of \$57,016.14:

- |   |             |
|---|-------------|
| • BWI Companies of Schulenburg, Texas                 | \$31,151.20 |
| • Target Specialty Products of Coppell, Texas         | \$16,496.08 |
| • SiteOne Landscape Supply of Austin, Texas           | \$ 7,026.96 |
| • Red River Specialties, LLC of Shreveport, Louisiana | \$ 2,341.90 |

**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 20<sup>th</sup> day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(H)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Fleet Services Director  
Kenny Henderson, Transportation Director

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of a 2020 Freightliner in the amount of \$102,081 from Houston Freightliner.

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

**ITEM SUMMARY:** The Transportation Division of Public Works uses a dump truck on a regular basis for transport of various materials (aggregate base, asphalt, etc.) in the maintenance and repair of streets and alleys. Approval of this item will provide for the upgrade of a 1998 International dump truck (Asset #10365), which has reached the end of its useful life, with a 2020 Freightliner M2-106 TRA for the Street Department.

Staff is recommending the purchase of the dump truck utilizing a Houston-Galveston Area Council (H-GAC) Contract #HT06-18. Contracts awarded by H-GAC have been competitively procured and meet the competitive bid requirements for Texas municipalities.

**FISCAL IMPACT:** Funding for the purchase of the dump truck from Houston Freightliner in the amount of \$102,081 is available in account 110-5900-531-6222, project 101701, as follows:

Project Budget	\$	104,776
Encumbered/Committed to Date		-
2020 Freightliner M2-106 Dump Truck Purchase		(102,081)
Remaining Project Funds Available	\$	<u>2,695</u>

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2020 FREIGHTLINER DUMP TRUCK IN THE AMOUNT OF \$102,081, FROM HOUSTON FREIGHTLINER OF HOUSTON, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** the Transportation Division of Public Works uses a dump truck on a regular basis for transport of various materials (aggregate base, asphalt, etc.) in the maintenance and repair of streets and alleys;

**Whereas,** the purchase of a 2020 Freightliner M2-106 TRA dump truck for the Street Department will replace a 1998 International dump truck (Asset No. 10365), which has reached the end of its useful life;

**Whereas,** Staff recommends Council authorize the purchase of a 2020 Freightliner M2-106 TRA dump truck utilizing Houston-Galveston Area Council ("H-GAC") Contract No. HT06-18 - contracts awarded by H-GAC have been competitively procured and meet the competitive bid requirements for Texas municipalities;

**Whereas,** funding for this purchase is available in Account No. 110-5900-531-6222, Project No. 101701; 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 2020 Freightliner M2-106 TRA dump truck from Houston Freightliner of Houston, Texas in the amount of \$102,081.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(l)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Director of Fleet Services  
Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the single-source purchase of Heil repair parts and services during FY2019 from Heil of Texas in the estimated annual amount of \$60,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the purchase of as-needed certified Heil parts and service for refuse trucks during FY2019.

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:** The adopted FY2019 Budget includes funding for Solid Waste Department fleet repairs. Some 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. Other repair parts are purchased into a Fleet Maintenance inventory account and are charged out to the departmental repair and maintenance account upon use by Fleet Services. Based on historical expenditures, the estimated Heil parts and services needed for FY2019 will total approximately \$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, DURING FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

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

**Whereas**, however, as with any mechanized loader, components wear out and the units have to be maintained with new parts - Heil of Texas only distributes its parts through its full service dealers;

**Whereas**, for this reason, the purchase of Heil repair parts is a single-source purchase as defined within the Local Government Code §252.022;

**Whereas**, some 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, and other repair parts are purchased into a Fleet Maintenance inventory account and are charged out to the departmental repair and maintenance account upon use by Fleet Services; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes the 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 fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

---

09/20/18  
Item #6(J)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Director of Fleet Services

Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the single-source purchase of Spartan repair parts and service during FY 2019 from Metro Fire Apparatus Specialists in the estimated annual amount of \$50,000.

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

**ITEM SUMMARY:** Approval of this purchase will provide for the purchase of certified Spartan parts and service for Fire Department rescue trucks on an as-needed basis during FY 2019.

The Fire Department utilizes 10 Spartan cabs & chassis in its fleet of rescue trucks. These trucks have multiple components that wear out, and the units have to be maintained with new parts to work properly.

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

**FISCAL IMPACT:** Repair parts and services for Spartan rescue trucks are purchased on an as-needed basis by the Fleet Services department on behalf of the Fire Department. The FY 2019 Budget includes funding for Fire Department fleet repairs. Based on historical expenditures, the estimated Spartan parts and services needed for FY 2019 will total approximately \$50,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE SINGLE-SOURCE PURCHASE OF SPARTAN REPAIR PARTS AND SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$50,000, FROM METRO FIRE APPARATUS SPECIALISTS, INC. OF HOUSTON, TEXAS, DURING FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Fire Department utilizes 10 Spartan cabs & chassis in its fleet of rescue trucks - these trucks have multiple components that wear out, and the units have to be maintained with new parts to work properly;

**Whereas**, Spartan only distributes its parts through its full service dealers, and as such, the procurement of Spartan parts from Metro Fire Apparatus Specialists is a single-source purchase as defined within the Local Government Code §252.022;

**Whereas**, certified Spartan parts and service are purchased on an as-needed basis by the Fleet Services Department on behalf of the Fire Department – the Fire Department has budgeted for fleet repairs in its fiscal year 2019 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 single-source purchase of Spartan repair parts and services in the estimated annual amount of \$50,000 from Metro Fire Apparatus Specialists, Inc. of Houston, Texas, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(K)  
Consent Agenda  
Page 1 of 2

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

Traci Barnard, Director of Finance  
Belinda Mattke, Director of Purchasing & Facility Services

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

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

**ITEM SUMMARY:** Approval of this item will provide for continued collection services through MVBA through September 30, 2019. These collection services are primarily used by the Municipal Court and Utility Business Office; however, these services are also used by the Parks & Recreation Department, Finance Department, Airport, and Convention Center.

On August 20, 2015, the City awarded a two-year contract with MVBA for delinquent account collection services. The awarded contract included provisions for the award of three one-year renewals. On September 7, 2017, Council authorized Renewal No. 1 to the City of Temple Contract Agreement for Professional Services, while adding provisions to the contract for the collection of delinquent parking violations and Warrant Round-Up services that were not addressed in the original contract.

Under the contract, MVBA charges the City a collection fee of 30% for Municipal Court collections, which is consistent with the statutory rate, 12% for collections from other departments, and \$10 per violation for the collection of parking violations, which staff deem as reasonable.

Staff is pleased with the services provided by MVBA and believe the cost of MVBA's services are fair and reasonable. This will be the second one-year renewal authorized under the agreement with one year remaining.

**FISCAL IMPACT:** Delinquent payments received by Municipal Court or by the collection agency are posted as an amount due to the collection agency based on the contracted rate of 30%. These fees are initially collected from the defendants and submitted to MVBA as reimbursement for their collection services.



In FY 2017, \$174,776 was paid to the collection agency for Municipal Court collections and \$5,195 was paid by other departments for delinquent collections. To date in FY 2018, \$163,078 has been paid to the collection agency for Municipal Court collections and \$3,902 has been paid by other departments for delinquent collections.

For all other delinquent payments collected either by the City or collection agency, other than Municipal Court collection fees, \$11,000 has been included in the adopted FY 2019 Budget for these services.

**ATTACHMENTS:**

[Resolution](#)

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

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

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

**Whereas**, on August 20, 2015, the City awarded a two-year contract with McCreary, Veselka, Bragg & Allen (MVBA) of Round Rock, Texas for delinquent account collection;;

**Whereas**, the contract is renewable for three one-year renewal periods, if agreed to by both parties – the first one-year renewal was approved by Council in September, 2017 and expires on September 30, 2018;

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

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

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

**Whereas**, this will be the second one-year renewal authorized under the agreement, with one renewal remaining;

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

**Whereas**, for all other delinquent payments collected either by the City or collection agency other than Municipal Court collection fees, funding has been included in the adopted fiscal year 2019 annual budget for these services; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

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

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

PASSED AND APPROVED this the 20<sup>th</sup> day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(L)  
Consent Agenda  
Page 1 of 1

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

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year renewal to a services agreement for non-clerical temporary employment services for FY2019 with Stafflink, Inc. dba Link Staffing Services of Houston, in the estimated annual amount of \$60,000.

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

**ITEM SUMMARY:** Authorization to renew this service agreement will provide for non-clerical temporary employment services during FY2019 that are routinely needed by the Parks & Recreation and Public Works Departments.

On October 5, 2017, City Council authorized a service agreement for non-clerical temporary employment services with Link Staffing Services. The current agreement will expire on September 30, 2018. The original bid allowed for four one-year extensions. In order to renew the agreement, the vendor must agree to hold their prices firm for an additional year, which they are willing to do. The hourly rates under the contract are as follows: Light & Heavy Manual Laborer, \$14.50; Food Service, \$13.05; and Equipment Operator, \$22.79.

The City has done business with Link Staffing Services for the past year, and Staff is pleased with the services they have provided. Accordingly, Staff recommends Council authorize an extension to the agreement. This will be the first one-year renewal authorized under this agreement, with three years remaining.

**FISCAL IMPACT:** Departments have budgeted for temporary employment services in the FY 2019 Operating budget. This contract will be used on an as-needed basis. Staff estimates an annual expenditure of \$60,000 under this contract based on needs for temporary employment services in recent years.

### **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 FOR NON-CLERICAL TEMPORARY EMPLOYMENT SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$60,000, WITH STAFFLINK, INC. dba LINK STAFFING SERVICES OF HOUSTON, TEXAS FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on October 5, 2017, Council authorized a services agreement for non-clerical temporary employment services with Stafflink, Inc., dba Link Staffing Services which expires September 30, 2018;

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

**Whereas**, the hourly rates under the contract are:

- Light & Heavy Manual Laborer, \$14.50;
- Food Service, \$13.05; and
- Equipment Operator, \$22.79;

**Whereas**, the City has done business with Link Staffing Services for the past year, and has been pleased with the services they have provided;

**Whereas**, Staff recommends Council authorize a one-year renewal to the services agreement with Stafflink, Inc., dba Link Staffing Services of Houston, Texas in the estimated annual amount of \$60,000, for non-clerical temporary employment services for fiscal year 2019;

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

**Whereas**, departments which utilize temporary employment services have budgeted for these services in their departmental accounts – this agreement will be used on an as-needed basis; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes the City Manager, or her designee, after approval as to form by the City Attorney, to execute a one-year renewal to the services agreement with Staff Link, Inc., dba Link Staffing Services of Houston, Texas in the estimated annual amount of \$60,000, for non-clerical temporary employment services for fiscal year 2019.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(M)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an increase in the estimated expenditures in FY2018 from \$150,000 to \$215,000 for concrete repair and construction services provided by Wilson Construction Services, LLC of Belton.

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

**ITEM SUMMARY:** On September 3, 2017, Council authorized an annual contract renewal for FY2018 with Wilson Construction Services, LLC (Wilson) for concrete repair and construction services in the estimated annual amount of \$150,000. The contract has proven to be very useful for multiple departments (i.e. Parks, Streets, Drainage, and Utilities) during FY2018, and accordingly, Staff is projecting that the annual spend under this annual contract for FY2018 will be approximately \$215,000, versus the originally estimated amount of \$150,000.

The annual contract with Wilson is structured as a 'unit price' contract to allow for flexibility based on needs of the various departments. Accordingly, no change order is required to the executed construction contract with Wilson. However, Staff desires to acknowledge to Council that expenditures under this contract have exceeded the estimated annual expenditures which were previously disclosed.

**FISCAL IMPACT:** Concrete repair and construction services are purchased on an as needed basis by various departments. The estimated FY 2018 annual expenditure with Wilson Construction Services, LLC is \$215,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INCREASE IN THE ESTIMATED EXPENDITURES FOR CONCRETE REPAIR AND CONSTRUCTION SERVICES PROVIDED BY WILSON CONSTRUCTION SERVICES, LLC OF BELTON, TEXAS FROM \$150,000 TO \$215,000 IN FISCAL YEAR 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on September 3, 2017, Council authorized an annual contract renewal for fiscal year 2018 with Wilson Construction Services, LLC (Wilson) of Belton, Texas, for concrete repair and construction services in the estimated annual amount of \$150,000;

**Whereas**, the construction contract has proven to be very useful for multiple departments (i.e. Parks, Streets, Drainage, and Utilities) and Staff is projecting that the annual spend under this annual contract to be approximately \$215,000, versus the originally estimated amount of \$150,000;

**Whereas**, the annual contract with Wilson is structured as a 'unit price' contract to allow for flexibility based on the needs of various departments;

**Whereas**, no change order is required to the executed construction contract with Wilson, however, Staff desires to acknowledge to Council that expenditures under this contract have exceeded the estimated annual expenditures which were previously disclosed, and recommends Council authorize an increase in the estimated expense for concrete repair and construction services with Wilson from \$150,000 to \$215,000 for the remainder of fiscal year 2018;

**Whereas**, concrete repair and construction services are purchased on an as-needed basis by various departments; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes an increase in the estimated expenditures for concrete repair and construction services provided by Wilson Construction Services, LLC of Belton, Texas, from \$150,000 to \$215,000, in 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(N)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a contract amendment with Clark & Fuller, PLLC, of Temple, for final design and bidding phase services for the Knob Creek Trunk Sewer Improvements Phases II-V, in the amount of \$889,003.14.

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

**ITEM SUMMARY:** On April 7, 2016, Council approved the Knob Creek Basin study to assess the condition of an aged primary wastewater interceptor line serving some of the oldest parts of the City. This study was necessitated by failing infrastructure, and a recognition of the need to ensure continued serviceability to both established and future developing areas of Temple. Study results concluded that the trunk sewer has significant aging, failures, and excessive amounts of infiltration with a recommendation to implement necessary upgrades and improvements in five phases with Phase I being the most critical to rehabilitate. On June 1, 2017, Council approved the Knob Creek Trunk Sewer Improvements to complete 100% design and bidding phase services for Phase I and 30% design for Phases II-V.

This contract amendment with Clark & Fuller includes 100% design and bidding phase services for Phases II-V. The attached proposal and project map from Clark & Fuller provide more detailed information.

Staff recommends authorizing the following scope of services and fees under this contract:

**Phase II (100% Design):**

Civil Design	\$ 194,763.48
Temporary Construction Easements (6)	\$ 7,140.00
Bidding	\$ 2,500.00
<b>Sub-Total</b>	<b><u>\$ 204,403.48</u></b>

**Phase III (100% Design):**

Civil Design	\$ 386,128.38
Permanent Easements (1)	\$ 2,275.00
Temporary Construction Easements (10)	\$ 11,900.00
Bidding	\$ 2,500.00
<b>Sub-Total</b>	<b><u>\$ 402,803.38</u></b>

**Phase IV & V (100% Design):**

Civil Design	\$ 269,776.28
Temporary Construction Easements (3)	\$ 9,520.00
Bidding	\$ 2,500.00
<b>Sub-Total</b>	<b><u>\$ 281,796.28</u></b>

**Contract Amendment #2 Total** **\$ 889,003.14**

Time required for 100% design of Phases II-V is 450 calendar days from Council approval. The Engineer's Opinion of Probable Cost (OPC) for Phase II is \$3.55 million, Phase III is \$5.15 million, and combined Phase IV and V is \$4.91 million. Funding for construction of each phase will be programmed into future utility capital improvement planning.

**FISCAL IMPACT:** Funding for contract amendment #2 with Clark & Fuller, PLLC in the amount of \$889,003.14 for final design and bidding phase services for the Knob Creek Trunk Sewer Improvement Phases II-V is available in account 520-5900-535-6631, project 101629, as follows:

Project Budget	\$ 2,268,126
Encumbered/Committed to Date	(1,249,476)
<b>Clark &amp; Fuller Contract Amendment #2</b>	<b>(889,003)</b>
<b>Remaining Project Funds Available</b>	<b><u>\$ 129,647</u></b>

**ATTACHMENTS:**

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

August 29, 2018

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



Re: Professional Services Proposal for the 2017 City of Temple Knob Creek Trunk Sewer Improvements  
Phase II, III, IV, and V - 100% Design and Bidding Services

Dear Mrs. Torralva,

We would like to thank the City of Temple for the opportunity to submit a preliminary opinion of probable cost and engineering fee proposal for the 2017 City of Temple Knob Creek Trunk Sewer Improvements Phase II, III, IV, and V - 100% Design and Bidding Services. (Please refer to attached maps and documents for further information).

The 100% Phase II, III, IV, and V projects will consist of designing approximately 31,390 linear feet of new PVC Trunk Sewer and 2,900 linear feet of new Large Diameter Siphon Line Replacement to be constructed to replace the undersized, aging, and failing Trunk Sewer. Clark & Fuller, PLLC will complete 100% Phase II, III, IV, and V design and construction document preparation and provide bidding services. The proposed timeline for the project design phase is 450 calendar days from the authorization of notice to proceed.

Clark & Fuller, PLLC, hereinafter Engineer, proposes to the City of Temple, hereinafter Client, Professional Engineering Services, for the Phase II, III, IV, and V - 100% Design and Bidding Services, for a Lump Sum Amount not to exceed \$ 889,003.14. We estimate the total cost of the construction to be per the table below:

Construction Phase	Estimated Cost
Phase II	\$ 3,541,154.10
Phase III	\$ 5,148,378.40
Phase IV & V	\$ 4,905,023.20
Total Estimated Construction Cost:	\$ 13,594,555.70

(Please refer to attached Maps, Exhibits, and the Preliminary Opinion of Probable Cost for an itemized breakdown and scope of services.)

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

Sincerely,

Monty L. Clark, P.E., CPESC



**EXHIBIT "A"**  
**Professional Services Proposal for 2017 City of Temple**  
**Knob Creek Trunk Sewer Improvements**  
**Phase II, III, IV, and V - 100% Design & Bidding Services**



**Phase II - 100% Design Scope of Professional Services**

<b>100% Civil Engineering Design Phase:</b>	<b>\$ 194,763.48</b>
<ul style="list-style-type: none"> <li>• Research Existing Utilities</li> <li>• Prepare 100% Design Construction Documents</li> <li>• Provide Engineers Sealed Opinion of Construction Cost and Probable Days to Complete Project Construction</li> <li>• Attend and Facilitate Project Coordination with the City Staff</li> <li>• Provide Miscellaneous Maps and Exhibit Drawings (If required)</li> <li>• Preparation of City of Temple Floodplain Permit</li> </ul>	
<b>Project Bidding Phase:</b>	<b>\$ 2,500.00</b>
<ul style="list-style-type: none"> <li>• Prepare and Distribute Copies of Plans, Bid Schedule, and Specifications to the City of Temple Purchasing Department</li> <li>• Prepare and Distribute Digital Copies of Plans, Bid Schedule, and Specifications to the City of Temple Purchasing Department</li> <li>• Attend and Facilitate a Pre-Bid Meeting</li> <li>• Respond to Contractors Request for Information</li> <li>• Prepare and Issue Necessary Addenda</li> <li>• Attendance at Bid Opening</li> <li>• Review Contractor Bids for conformance to Engineers Plans</li> <li>• Provide Bid Tabulation and Sealed Letter of Recommendation to Award Project</li> <li>• Provide Engineers Sealed Opinion of Probable Cost and Number of Days to Construct</li> <li>• Attendance at City of Temple Council Meeting for Construction Project Award</li> <li>• Attendance at Property Owner/Neighborhood Meetings (If required)</li> </ul>	
<b>Preparation of Temporary Construction Easements, Exhibit Drawings, and Field Notes</b> <b>(We anticipate 6 Temporary Construction Easements at \$1,190.00 per Easement)</b>	<b>\$ 7,140.00</b>

**Phase III - 100% Design Scope of Professional Services**

<b>100% Civil Engineering Design Phase:</b>	<b>\$ 386,128.38</b>
<ul style="list-style-type: none"> <li>• Research Existing Utilities</li> <li>• Prepare 100% Design Construction Documents</li> <li>• Provide Engineers Sealed Opinion of Construction Cost and Probable Days to Complete Project Construction</li> <li>• Attend and Facilitate Project Coordination with the City Staff</li> <li>• Coordination with the City of Temple Parks Department</li> <li>• Provide Miscellaneous Maps and Exhibit Drawings (If required)</li> <li>• Preparation of City of Temple Floodplain Permit</li> <li>• Geotechnical Exploration Services (For Syphon Line and Syphon Box Construction)</li> </ul>	
<b>Project Bidding Phase:</b>	<b>\$ 2,500.00</b>
<ul style="list-style-type: none"> <li>• Prepare and Distribute Copies of Plans, Bid Schedule, and Specifications to the City of Temple Purchasing Department</li> <li>• Prepare and Distribute Digital Copies of Plans, Bid Schedule, and Specifications to the City of Temple Purchasing Department</li> <li>• Attend and Facilitate a Pre-Bid Meeting</li> <li>• Respond to Contractors Request for Information</li> <li>• Prepare and Issue Necessary Addenda</li> <li>• Attendance at Bid Opening</li> <li>• Review Contractor Bids for conformance to Engineers Plans</li> <li>• Provide Bid Tabulation and Sealed Letter of Recommendation to Award Project</li> <li>• Provide Engineers Sealed Opinion of Probable Cost and Number of Days to Construct</li> <li>• Attendance at City of Temple Council Meeting for Construction Project Award</li> <li>• Attendance at Property Owner/Neighborhood Meetings (If required)</li> </ul>	
<b>Preparation of Temporary Construction Easements, Exhibit Drawings, and Field Notes</b> <b>(We anticipate 10 Temporary Construction Easements at \$1,190.00 per Easement)</b>	<b>\$ 11,900.00</b>
<b>Preparation of Permanent Utility Easements, Exhibit Drawings, and Field Notes</b> <b>(We anticipate 1 Permanent Easement to Facilitate Siphon Line Relocation)</b>	<b>\$ 2,275.00</b>

**EXHIBIT "A" CONT'D**  
**Professional Services Proposal for 2017 City of Temple**  
**Knob Creek Trunk Sewer Improvements**  
**Phase II, III, IV, and V - 100% Design & Bidding Services**



**Phase IV & Phase V- 100% Design Scope of Professional Services**

**100% Civil Engineering Design Phase:** **\$ 269,776.28**

- Research Existing Utilities
- Prepare 100% Design Construction Documents
- Provide Engineers Sealed Opinion of Construction Cost and Probable Days to Complete Project Construction
- Attend and Facilitate Project Coordination with the City Staff
- Provide Miscellaneous Maps and Exhibit Drawings (If required)
- Preparation of City of Temple Floodplain Permit

**Project Bidding Phase:** **\$ 2,500.00**

- Prepare and Distribute Copies of Plans, Bid Schedule, and Specifications to the City of Temple Purchasing Department
- Prepare and Distribute Digital Copies of Plans, Bid Schedule, and Specifications to the City of Temple Purchasing Department
- Attend and Facilitate a Pre-Bid Meeting
- Respond to Contractors Request for Information
- Prepare and Issue Necessary Addenda
- Attendance at Bid Opening
- Review Contractor Bids for conformance to Engineers Plans
- Provide Bid Tabulation and Sealed Letter of Recommendation to Award Project
- Provide Engineers Sealed Opinion of Probable Cost and Number of Days to Construct
- Attendance at City of Temple Council Meeting for Construction Project Award
- Attendance at Property Owner/Neighborhood Meetings (If required)

**Preparation of Temporary Construction Easements, Exhibit Drawings, and Field Notes** **\$ 9,520.00**  
**(We anticipate 8 Temporary Construction Easements at \$1,190.00 per Easement)**

## ***PROFESSIONAL FEE SCHEDULE***

Licensed Professional Engineer	\$ 120.00/hr.
Design Technician	\$ 70.00/hr.
CADD Technician	\$ 60.00/hr.
CADD Draftsman	\$ 50.00/hr.
Clerical	\$ 35.00/hr.
Licensed Professional Land Surveyor	\$ 105.00/hr.
Field Crew & Total Station	\$ 130.00/hr.
Survey Research and Schematic Production	\$ 90.00/hr.
Daily On-Site Inspection Services	\$ 45.00/hr.
Landscaping Designer	\$ 70.00/hr.
Expenses	Additional Cost Plus 10%



**PRELIMINARY OPINION OF PROBABLE COST**  
**Knob Creek Wastewater Replacement Project**

Date: 8-29-2018

**Phase III - Trunk Sewer Replacement**

Item Description	Unit	Unit Cost	Quantity	Total
1. Preparation of Right of Way and Site Cleaning	STA.	\$ 1,750.00	85	\$ 148,750.00
2. Site Mobilization, Bonding, and Insurance	L.S.	\$ 133,500.00	100%	\$ 133,500.00
3. Traffic Control Plan & Implementation	L.S.	\$ 27,500.00	100%	\$ 27,500.00
4. Storm Water Prevention Pollution Plan	L.S.	\$ 22,850.00	100%	\$ 22,850.00
5. Bypass Pumping	L.S.	\$ 160,000.00	100%	\$ 160,000.00
6. Sawcut, Remove, and Replace HMAc Pavement	S.Y.	\$ 45.00	488	\$ 21,960.00
7. Sawcut, Remove, and Replace Concrete Pavement	S.Y.	\$ 65.00	45	\$ 2,925.00
8. Disconnect, Cap, and Abandon Existing Utilities	L.S.	\$ 12,483.00	100%	\$ 12,483.00
9. Demolish and Remove Existing Gravel Pavement	S.Y.	\$ 24.00	73	\$ 1,752.00
10. Remove and Replace Existing Fencing	L.F.	\$ 32.00	70	\$ 2,240.00
11. Demolish and Remove Existing Sanitary Sewer Manhole	EA.	\$ 1,750.00	19	\$ 33,250.00
12. Furnish and Install Internal Drop Connection	EA.	\$ 2,200.00	6	\$ 13,200.00
13. Furnish and Install Connection to Existing Sanitary Sewer Main	EA.	\$ 3,950.00	14	\$ 55,300.00
14. Furnish and Install New 4' Precast Manhole under 12' depth	EA.	\$ 3,850.00	15	\$ 57,750.00
15. Furnish and Install New 4' Precast Manhole over 12' depth	EA.	\$ 5,400.00	15	\$ 81,000.00
16. Furnish and Install New 4' Precast Manhole with Watertight Lid Assembly under 12' depth	EA.	\$ 5,400.00	3	\$ 16,200.00
17. Furnish and Install New 6' Precast Manhole over 12' depth	EA.	\$ 12,000.00	3	\$ 36,000.00
18. Demolish and Remove Existing Concrete Syphon Box	EA.	\$ 15,742.00	2	\$ 31,484.00
19. Furnish and Install New Reinforced Concrete Syphon Box	EA.	\$ 65,000.00	2	\$ 130,000.00
17. Furnish and Install New 12" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 98.00	515	\$ 50,470.00
18. Furnish and Install New 12" PVC Sanitary Sewer Main over 12' depth	L.F.	\$ 130.00	1031	\$ 134,030.00
19. Furnish and Install New 15" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 125.00	148	\$ 18,500.00
20. Furnish and Install New 15" PVC Sanitary Sewer Main over 12' depth	L.F.	\$ 190.00	69	\$ 13,110.00
21. Furnish and Install New 18" PVC Sanitary Sewer Main over 12' depth	L.F.	\$ 215.00	626	\$ 134,590.00
22. Furnish and Install New 24" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 150.00	1455	\$ 218,250.00
23. Furnish and Install New 24" PVC Sanitary Sewer Main over 12' depth	L.F.	\$ 250.00	3325	\$ 831,250.00
27. Furnish and Install New HOBAS Siphon Line (Assuming 3 Lines in Parallel)	L.F.	\$ 650.00	2900	\$ 1,885,000.00
28. Furnish and Install New HOBAS 45 Degree Bend	EA.	\$ 17,750.00	12	\$ 213,000.00
29. Furnish and Install New Steel Encasement via Bore	L.F.	\$ 485.00	300	\$ 145,500.00
30. Testing per COT & TCEQ Requirements	L.S.	\$ 27,250.00	100%	\$ 27,250.00
31. Trench Safety Plan and Implementation	L.S.	\$ 21,250.00	100%	\$ 21,250.00

**SUBTOTAL: \$ 4,680,344.00**

**10% CONSTRUCTION CONTINGENCY: \$ 468,034.40**

**TOTAL CONSTRUCTION: \$ 5,148,378.40**

**PHASE III - 30% DESIGN AND PROFESSIONAL SERVICES**

**SHOWN FOR INFORMATION PURPOSES ONLY NOT A PART OF THIS CONTRACT**



TOPOGRAPHIC SURVEYING SERVICES: \$ 30,000.00  
 30% CIVIL ENGINEERING DESIGN SERVICES: \$ 91,600.05

**TOTAL 30% DESIGN AND PROFESSIONAL SERVICES: \$ 121,600.05**

**PHASE III - 100% DESIGN AND BIDDING SERVICES**

100% CIVIL ENGINEERING DESIGN PHASE AND PERMITTING SERVICES: \$ 386,128.38  
 PREPARATION OF TEMPORARY CONSTRUCTION EASEMENTS (10 @ \$1,190.00 EA. AS REQUIRED): \$ 11,900.00  
 PREPARATION OF PERMANENT EASEMENTS TO FACILITATE SIPHON LINE RELOCATION (1 @ \$2,275.00 EA. AS REQUIRED): \$ 2,275.00  
 PROJECT BIDDING PHASE: \$ 2,500.00

**TOTAL 100% DESIGN AND BIDDING SERVICES: \$ 402,803.38**

**TOTAL CONSTRUCTION WITH PS&E: \$ 5,672,781.83**

Not Included within this OPC:

- \* Easement Procurement
- \* Construction Services





**PRELIMINARY OPINION OF PROBABLE COST**  
**Knob Creek Wastewater Replacement Project**

Date: 7-31-2018

**Phase IV - Trunk Sewer Replacement**

Item Description	Unit	Unit Cost	Quantity	Total
1. Preparation of Right of Way and Site Clearing	STA.	\$ 1,750.00	70	\$ 122,500.00
2. Site Mobilization, Bonding, and Insurance	L.S.	\$ 125,114.00	100%	\$ 125,114.00
3. Traffic Control Plan & Implementation	L.S.	\$ 25,000.00	100%	\$ 25,000.00
4. Storm Water Prevention Pollution Plan	L.S.	\$ 19,750.00	100%	\$ 19,750.00
5. Bypass Pumping	L.S.	\$ 150,000.00	100%	\$ 150,000.00
6. Sawcut, Remove, and Replace HMAc Pavement	S.Y.	\$ 45.00	3279	\$ 147,555.00
7. Disconnect, Cap, and Abandon Existing Utilities	L.S.	\$ 11,850.00	100%	\$ 11,850.00
8. Sawcut, Remove, and Replace Reinforced Concrete	S.Y.	\$ 65.00	53	\$ 3,445.00
9. Sawcut, Remove, and Replace Existing Curb and Gutter	L.F.	\$ 28.00	160	\$ 4,480.00
10. Remove and Replace Existing Fencing	L.F.	\$ 32.00	40	\$ 1,280.00
11. Demolish and Remove Existing Sanitary Sewer Manhole	EA.	\$ 1,500.00	35	\$ 52,500.00
12. Furnish and Install New 4' Precast Manhole under 12' depth	EA.	\$ 3,850.00	24	\$ 92,400.00
13. Furnish and Install New 5' Precast Manhole under 12' depth	EA.	\$ 4,800.00	9	\$ 43,200.00
14. Furnish and Install New 5' Precast Manhole with Watertight Lid Assembly under 12' depth	EA.	\$ 5,250.00	1	\$ 5,250.00
15. Furnish and Install New Internal Drop Connection	EA.	\$ 2,200.00	8	\$ 17,600.00
16. Furnish and Install Connection to Existing Sanitary Sewer Main	EA.	\$ 3,950.00	25	\$ 98,750.00
17. Furnish and Install New 12" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 98.00	631	\$ 61,838.00
19. Furnish and Install New 15" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 125.00	1626	\$ 203,250.00
21. Furnish and Install New 18" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 135.00	1145	\$ 154,575.00
22. Furnish and Install New 21" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 145.00	1990	\$ 288,550.00
23. Furnish and Install New 30" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 160.00	1362	\$ 217,920.00
24. Testing per COT & TCEQ Requirements	L.S.	\$ 26,750.00	100%	\$ 26,750.00
25. Trench Safety Plan and Implementation	L.S.	\$ 23,850.00	100%	\$ 23,850.00
26. Furnish and Install New Steel Encasement via Rail Road Bore	L.F.	\$ 675.00	1225	\$ 826,875.00
27. Furnish and Install New Steel Encasement via Roadway/Bridge Bore	L.F.	\$ 485.00	150	\$ 72,750.00

**SUBTOTAL: \$ 2,797,032.00**

**10% CONSTRUCTION CONTINGENCY: \$ 279,703.20**

**TOTAL CONSTRUCTION: \$ 3,076,735.20**

**PHASE IV - 30% DESIGN AND PROFESSIONAL SERVICES**

**SHOWN FOR INFORMATION PURPOSES ONLY NOT A PART OF THIS CONTRACT**

**TOPOGRAPHIC SURVEYING SERVICES: \$ 27,250.00**

**30% CIVIL ENGINEERING DESIGN SERVICES: \$ 147,211.52**

**TOTAL 30% DESIGN AND PROFESSIONAL SERVICES: \$ 174,461.52**

**PHASE IV - 100% DESIGN AND BIDDING SERVICES**

**100% CIVIL ENGINEERING DESIGN PHASE AND PERMITTING SERVICES: \$ 184,604.11**

**PREPARATION OF TEMPORARY CONSTRUCTION EASEMENTS (3 @ \$1,190.00 EA. AS REQUIRED): \$ 3,570.00**

**PROJECT BIDDING PHASE: \$ 2,500.00**

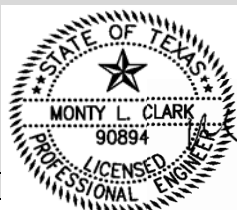
**TOTAL 100% DESIGN AND BIDDING SERVICES: \$ 190,674.11**

**TOTAL CONSTRUCTION WITH PS&E: \$ 3,441,870.83**

Not Included within this OPC:

\* Easement Procurement

\* Construction Services





**PRELIMINARY OPINION OF PROBABLE COST**  
**Knob Creek Wastewater Replacement Project**

Date: 8-29-2018

**Phase IV & V- Trunk Sewer Replacement**

Item Description	Unit	Unit Cost	Quantity	Total
1. Preparation of Right of Way and Site Clearing	STA.	\$ 1,750.00	125.5	\$ 219,625.00
2. Site Mobilization, Bonding, and Insurance	L.S.	\$ 224,214.00	100%	\$ 224,214.00
3. Traffic Control Plan & Implementation	L.S.	\$ 50,000.00	100%	\$ 50,000.00
4. Storm Water Prevention Pollution Plan	L.S.	\$ 39,500.00	100%	\$ 39,500.00
5. Bypass Pumping	L.S.	\$ 270,000.00	100%	\$ 270,000.00
6. Sawcut, Remove, and Replace HMAc Pavement	S.Y.	\$ 45.00	4984	\$ 224,280.00
7. Disconnect, Cap, and Abandon Existing Utilities	L.S.	\$ 23,700.00	100%	\$ 23,700.00
8. Sawcut, Remove, and Replace Reinforced Concrete	S.Y.	\$ 65.00	153	\$ 9,945.00
9. Sawcut, Remove, and Replace Existing Curb and Gutter	L.F.	\$ 28.00	410	\$ 11,480.00
10. Remove and Replace Existing Fencing	L.F.	\$ 32.00	140	\$ 4,480.00
11. Demolish and Remove Existing Sanitary Sewer Manhole	EA.	\$ 1,500.00	60	\$ 90,000.00
12. Furnish and Install New 4' Precast Manhole under 12' depth	EA.	\$ 3,850.00	54	\$ 207,900.00
13. Furnish and Install New 5' Precast Manhole under 12' depth	EA.	\$ 4,800.00	9	\$ 43,200.00
14. Furnish and Install New 5' Precast Manhole with Watertight Lid Assembly under 12' depth	EA.	\$ 5,250.00	1	\$ 5,250.00
15. Furnish and Install New Internal Drop Connection	EA.	\$ 2,200.00	16	\$ 35,200.00
16. Furnish and Install Connection to Existing Sanitary Sewer Main	EA.	\$ 3,950.00	45	\$ 177,750.00
17. Furnish and Install New 12" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 98.00	1341	\$ 131,418.00
19. Furnish and Install New 15" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 125.00	1626	\$ 203,250.00
21. Furnish and Install New 18" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 135.00	5985	\$ 807,975.00
22. Furnish and Install New 21" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 145.00	1990	\$ 288,550.00
23. Furnish and Install New 30" PVC Sanitary Sewer Main under 12' depth	L.F.	\$ 160.00	1362	\$ 217,920.00
24. Testing per COT & TCEQ Requirements	L.S.	\$ 53,500.00	100%	\$ 53,500.00
25. Trench Safety Plan and Implementation	L.S.	\$ 46,350.00	100%	\$ 46,350.00
26. Furnish and Install New Steel Encasement via Rail Road Bore	L.F.	\$ 675.00	1375	\$ 928,125.00
27. Furnish and Install New Steel Encasement via Roadway/Bridge Bore	L.F.	\$ 485.00	300	\$ 145,500.00

**SUBTOTAL: \$ 4,459,112.00**

**10% CONSTRUCTION CONTINGENCY: \$ 445,911.20**

**TOTAL CONSTRUCTION: \$ 4,905,023.20**

**PHASE IV & V- 30% DESIGN AND PROFESSIONAL SERVICES**  
**SHOWN FOR INFORMATION PURPOSES ONLY NOT A PART OF THIS CONTRACT**

TOPOGRAPHIC SURVEYING SERVICES: \$ 45,250.00  
30% CIVIL ENGINEERING DESIGN SERVICES: \$ 201,692.87

**TOTAL 30% DESIGN AND PROFESSIONAL SERVICES: \$ 246,942.87**

**PHASE IV & V - 100% DESIGN AND BIDDING SERVICES**

100% CIVIL ENGINEERING DESIGN PHASE AND PERMITTING SERVICES: \$ 269,776.28  
PREPARATION OF TEMPORARY CONSTRUCTION EASEMENTS (8 @ \$1,190.00 EA. AS REQUIRED): \$ 9,520.00  
PROJECT BIDDING PHASE: \$ 2,500.00

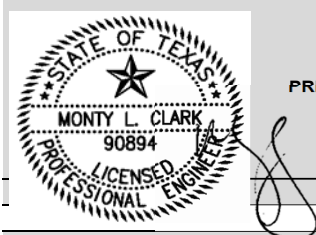
**TOTAL 100% DESIGN AND BIDDING SERVICES: \$ 281,796.28**

**TOTAL CONSTRUCTION WITH PS&E: \$ 5,433,762.35**

Not Included within this OPC:

\* Easement Procurement

\* Construction Services



## CONTRACT AMENDMENT (Professional Service Agreements)

**PROJECT:** Knob Creek Trunk Sewer  
**OWNER:** City of Temple  
**ARCHITECT/ENGINEER:** Clark & Fuller  
**AMENDMENT #:** 2

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

**Add:**

100% design and bidding phase services for Knob Creek Trunk Sewer Phases II-V

**Total Professional Services:** \$889,003.14

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

<b>Original Contract Amount:</b>	\$ <u>1,228,090.42</u>
<b>Previous Net Change in Contract Amount:</b>	\$ <u>19,235.27</u>
<b>Amount This Amendment:</b>	\$ <u>889,003.14</u>
<b>Revised Contract Amount:</b>	\$ <u>2,136,328.83</u>
<b>Original Contract Completion Date:</b>	<u>October 7, 2018</u>
<b>Revised Contract Completion Date:</b>	<u>February 29, 2020</u>

**Recommended by:**

\_\_\_\_\_  
Project Manager Date

**Approved by City of Temple:**

\_\_\_\_\_  
Brynn Myers, City Manager Date

**Agreed to:**

  
\_\_\_\_\_  
Architect or Engineer Date

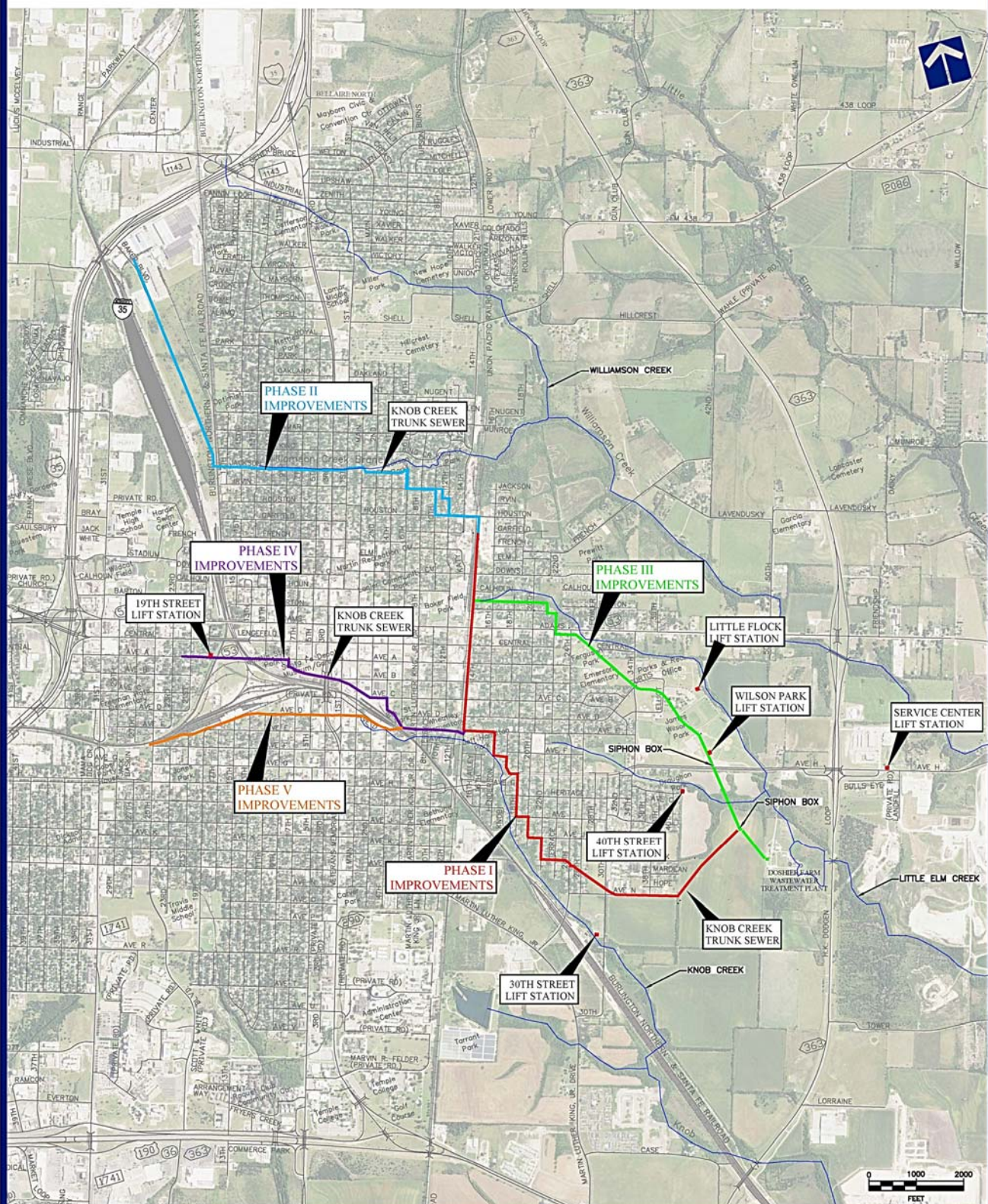
**Approved as to form:**

\_\_\_\_\_  
City Attorney's Office Date

**Approved by Finance Department:**

\_\_\_\_\_  
Finance Date





## NOB CREEK TRUNK SEWER IMPROVEMENTS

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CLARK & FULLER, PLLC OF TEMPLE, TEXAS IN AN AMOUNT NOT TO EXCEED \$889,003.14, FOR FINAL DESIGN AND BIDDING PHASE SERVICES REQUIRED FOR THE KNOB CREEK TRUNK SEWER IMPROVEMENTS, PHASES 2 – 5; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on April 7, 2016, Council approved the Knob Creek Basin study to assess the condition of an aged primary wastewater interceptor line serving some of the oldest parts of the City, which was necessitated by failing infrastructure, and a recognition of the need to ensure continued serviceability to both established and future developing areas of Temple;

**Whereas**, the study results concluded that the trunk sewer has significant aging, failures, and excessive amounts of infiltration with a recommendation to implement necessary upgrades and improvements in five phases - Phase 1 being the most critical to rehabilitate;

**Whereas**, on June 1, 2017, Council approved the Knob Creek Trunk Sewer Improvements to complete 100% design and for bidding phase services for Phase 1 and 30% design for Phases 2-5;

**Whereas**, Staff recommends Council authorize a Contract Amendment to the professional services agreement with Clark & Fuller, PLLC, of Temple, Texas in the amount of \$889,003.14 for final design and bidding phase services for the Knob Creek Trunk Sewer Improvements Phases 2-5;

**Whereas**, funding for this contract amendment is available in Account No. 520-5900-535-6331, Project No. 101629; 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 City Manager, or her designee, after approval as to form by the City Attorney, to execute a Contract Amendment to the professional services agreement with Clark & Fuller, PLLC, of Temple, Texas in the amount of \$889,003.14 for final design and bidding phase services for the Knob Creek Trunk Sewer Improvements Phases 2-5.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(O)  
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 and deductive change order with TMI Coatings, Inc. (TMI), of St. Paul, MN, for construction services required for the Water Treatment Plant Task 7 Membrane Ductile Iron Pipe Recoating and Modifications Project in the amount of \$345,000.

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

**ITEM SUMMARY:** The City of Temple owns a water treatment plant located on the north side of the Leon River just off Charter Oak Drive. The plant consists of a conventional water treatment train (CWTT) and a membrane water treatment train (MWTT), which ultimately combine through shared storage and pumping facilities and operate as one plant which delivers water to customers along the distribution system. The 29.4 MGD CWTT is an aging facility that has been renovated and expanded several times since its construction in 1957. In 2004, the 11.6 MGD MWTT facility was constructed and is now in need of rehabilitation of the ductile iron piping due to its age and condition.

On August 30, two bids were received. Per the attached Bid Tabulation, TMI submitted the low bid in the amount of \$439,000. The opinion of probable construction cost (OPC) was \$360,000.

Due to the low bid being 22% higher than the Engineer's OPC and over the project budget, further discussions were held on how to best proceed. The project team reviewed the bids and identified an area of savings by removing Bid Item #16 from the scope of construction. This bid item includes some piping modifications that are not immediately needed and can be completed at a lesser cost in a different manner. The attached Letter of Recommendation and deductive Change Order #1 provide further details, reducing the recommended contract amount by 21.4%.

City Staff and the Engineer agree that TMI is qualified to complete this project and recommend award of a construction contract for the bid amount plus the deductive change order, for a total amount of \$345,000. Time allotted for construction is 180 calendar days.

**FISCAL IMPACT:** Funding for the construction contract and deductive change order with TMI Coatings, Inc. for construction services required for the Water Treatment Plant Membrane Facility Ductile Iron Pipe Rehabilitation Project for a lump sum price of \$345,000 is available in account 520-5100-535-6310, project 101420, as follows:

Project Budget	\$	494,000
Encumbered/Committed to Date		(18,480)
Construction Award - TMI Coatings, Inc		(439,000)
TMI Coatings, Inc Change Order #1		94,000
Remaining Project Funds Available	\$	<u>130,520</u>

**ATTACHMENTS:**

[Engineer's Letter of Recommendation](#)  
[Bid Tabulation](#)  
[Change Order #1](#)  
[Project Map](#)  
[Resolution](#)





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

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

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

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

September 10, 2018

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

Re: City of Temple, Texas  
Membrane Ductile Iron Pipe Recoating & Modifications

Dear Mr. Billeck:

On August 28, 2018, the City of Temple received competitive bids from two (2) contractors for the Membrane Ductile Iron Pipe Recoating and Modifications project. The attached Bid Tabulation shows TMI Coatings, Inc. of St. Paul, Minnesota, as the low bidder at \$439,000 for the Total Bid. The bids ranged from the low bid of \$439,000 to \$547,980.00. The opinion of probable construction cost for this project was \$360,000.

The OPC was developed based upon material costs from suppliers and discussions with contractors. Due to the specialized nature of the work associated with this project, two (2) separate contractors visited the site during the design period to observe the site conditions and assist in providing unit costs that were used in the preparation of the OPC. Reviewing the OPC against the bid prices, the OPC was \$8,300 higher than the bid prices when Bid Items 7 and 16 (Containment and Piping Modifications) are removed. These two items were \$40,000 and \$47,300 higher than the OPC, respectively. The containment bid price was much higher than anticipated. However, depending on the type of blast material to be utilized, the containment and protection of the building interior and adjacent equipment could be substantial.

The piping modifications were budgeted at \$51,000. Prior to bidding this project, a contractor performing work at the Temple WTP was asked to prepare a proposal for the same general work. The contractor's change order price was approximately \$45,000. The OPC increased these values by 15% for budgetary purposes. The bid price of \$98,300 appears to be excessive. This is attributed to the mechanical nature of the work and the fact that the low bidder is primarily a coating contractor. It is very likely this work could be successfully completed at a later date by a mechanical or treatment contractor at a substantial savings.

Due to the submitted bid being in excess of the OPC and budgeted amount, there were discussions with the Contractor concerning adjustments to the contract to allow the project to proceed within (or much closer to) the City's Budget. The Contractor agreed to make the following modifications, to be included in the contract via Change Order No. 1:

Mr. James Billeck  
September 10, 2018  
Page Two

1. Bid Item 1, Mobilization, Bonds and Insurance – deduct \$3,050 so that the Bid Price (\$21,950) is no more than 5% of the total Bid Price (\$439,000).
2. Bid item 4, Filtrate Piping Coating – add \$7,350 for blasting and coating the piping that was to be removed under Bid Item 16.
3. Bid Item 16, Filtrate Piping Modifications – remove entire scope of this item from contract and deduct \$98,300.

Change Order No. 1, signed by the Engineer and Contractor and reflecting the modifications noted above, is attached to this Letter of Recommendation.

TMI Coatings has completed many coating projects across the United States, including several in the Central Texas Area and a previous project for KPA at the City of Temple Water Treatment Plant. Based on previous experience and review of TMI's references, we recommend that a contract be awarded to TMI Coatings, Inc. for the Membrane Ductile Iron Recoating & Modifications project in the amount of \$439,000. We further recommend that Change Order No. 1 be approved modifying the scope of the project as noted above and reducing the total project cost to \$345,000.

We are available to discuss at your convenience.

Sincerely,



Thomas D. Valle, P.E.  
TDV/

xc: 2018-101-40

BIDDER INFORMATION			
TMI Coatings, Inc. 3291 Terminal Drive St. Paul, Minnesota 55121		PrimeSpec Construction, LLC 4750 Ranch Road 1869 Liberty Hill, Texas 78642	
Bid No.	Estimated Quantity	Unit	Bid Data Description
BASIC BID			
1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount
2	100%	LS	Video Taping Project Site Before the Start of Construction on the Project
3	100%	LS	Abrasive blast, prime and paint the 30" Membrane Feed Water Piping
4	100%	LS	Abrasive blast, prime and paint the 30" Membrane Filtration Water Piping
5	4	EA	Abrasive blast/machine tool clean, prime and paint the Feed Water Strainers
6	2	EA	Abrasive blast and machine tool clean, prime and paint the Reverse Filtration Pumps
7	100%	LS	Contain blast debris and provide adequate ventilation
8	100%	LS	Temporary support to allow removal of existing pipe supports for blasting and coating of pipe/support interface
9	100%	LS	Remove existing catwalk and/or hand rail assembly to allow coating of pipe, including safely storing and reinstallation upon completion of coating rehabilitation
10	30	EA	Removal, blasting, coating and reinstallation of "short" pipe supports, including installation of a gasket between the support and pipe interface, as directed
11	8	EA	Removal, blasting, coating and reinstallation of "tall" pipe supports, including installation of a gasket between the support and pipe interface, as directed
12	22	EA	Removal of existing 8" Flange / Lug Bolts and Nuts, and installation of new 8" Stainless Steel Flange / Lug Bolts
13	22	EA	Removal of existing 12" Flange / Lug Bolts and Nuts, and installation of new 12" Stainless Steel Flange / Lug Bolts and Nuts
14	24	EA	Removal of existing 14" Flange / Lug Bolts and Nuts, and installation of new 14" Stainless Steel Flange / Lug Bolts and Nuts
15	78	EA	Removal of existing 30" Flange / Lug Bolts and Nuts, and installation of new 30" Stainless Steel Flange / Lug Bolts and Nuts
16	100%	LS	Install 30" Filtrate Piping Modifications including two (2) base bends with concrete support, two (2) 90 degree bends, spool piece, air release assembly and relocating/extending sample lines and taps to upstream side of first base bend
17	4	EA	Remove and replace existing flanged 4" Drain Spool at EA Strainer, including 304 SS Flange Bolts and nuts
18	100%	LS	Rehabilitation of existing Steel Coupling on 30" Feed Water Line, including blasting, coating, and replacing existing thrust restraints and bolts/all threads with 304 SS
TOTAL BASE BID AMOUNT - (Items 1 - 18)			
		Unit Price	Extended Amount
		\$	\$
		25,000.00	25,000.00
		900.00	900.00
		65,000.00	65,000.00
		42,000.00	42,000.00
		5,000.00	20,000.00
		5,000.00	10,000.00
		55,000.00	55,000.00
		12,700.00	12,700.00
		9,300.00	9,300.00
		250.00	7,500.00
		312.50	2,500.00
		200.00	4,400.00
		250.00	5,500.00
		275.00	6,600.00
		550.00	42,900.00
		98,300.00	98,300.00
		6,200.00	24,800.00
		6,600.00	6,600.00
		\$	\$
		25,600.00	25,600.00
		1,320.00	1,320.00
		38,500.00	38,500.00
		39,600.00	39,600.00
		12,800.00	51,200.00
		4,200.00	8,400.00
		14,400.00	14,400.00
		25,680.00	25,680.00
		20,100.00	20,100.00
		1,320.00	39,600.00
		1,450.00	11,600.00
		413.00	9,086.00
		442.00	9,724.00
		486.00	11,664.00
		2,120.00	165,360.00
		71,546.00	71,546.00
		600.00	2,400.00
		2,200.00	2,200.00
		\$	\$
		439,000.00	547,980.00

Did Bidder Acknowledge Addendum No. 1?	YES	YES
Did Bidder Acknowledge A	YES	YES
Did Bidder provide Bid Security?	YES	YES
Did Bidder provide required documents?	YES	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 29, 2018  
Date





# CHANGE ORDER

PROJECT: Membrane Ductile Iron Pipe Recoating and Modifications  
 OWNER: City of Temple  
 CONTRACTOR: TMI Coatings, Inc.  
 ENGINEER: Kasberg, Patrick & Associates, LP  
 CHANGE ORDER #: 1

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

1. Stabilized Construction Entrance and Excavation/Embedment to address unstable trench bottom:

Item	Description	Quantity	Unit	Cost	Total
1	Mobilization, Bonds & Insurance	100%	LS	\$ (3,050.00)	\$ (3,050.00)
4	Filtrate Painting	100%	LS	\$ 7,350.00	\$ 7,350.00
16	Filtrate Piping Modifications	100%	LS	\$ (98,300.00)	\$ (98,300.00)
Total Add				\$	\$ (94,000.00)

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

Original Contract Amount	\$	439,000.00
Previous Net Change in Contract Amount	\$	-
Net Change in Contract Amount	\$	(94,000.00)
Revised Contract Amount	\$	345,000.00
Original Contract Time		180 Days
Previous Net Change in Contract Time		N/A
Net Change in Contract Time		0 days
Revised Contract Time		180 days
Original Final Completion Date		TBD
Revised Final Completion Date		TBD

Recommended By:

Recommended By:

Project Manager (City Staff)

Date

Architect/Engineer

Date

Agreed To:

Approved by City of Temple:

Contractor

Date

Brynn Myers, Interim City Manager

Date

Approved as to Form:

Approved by Finance Department:

City Attorney's Office

Date

Finance

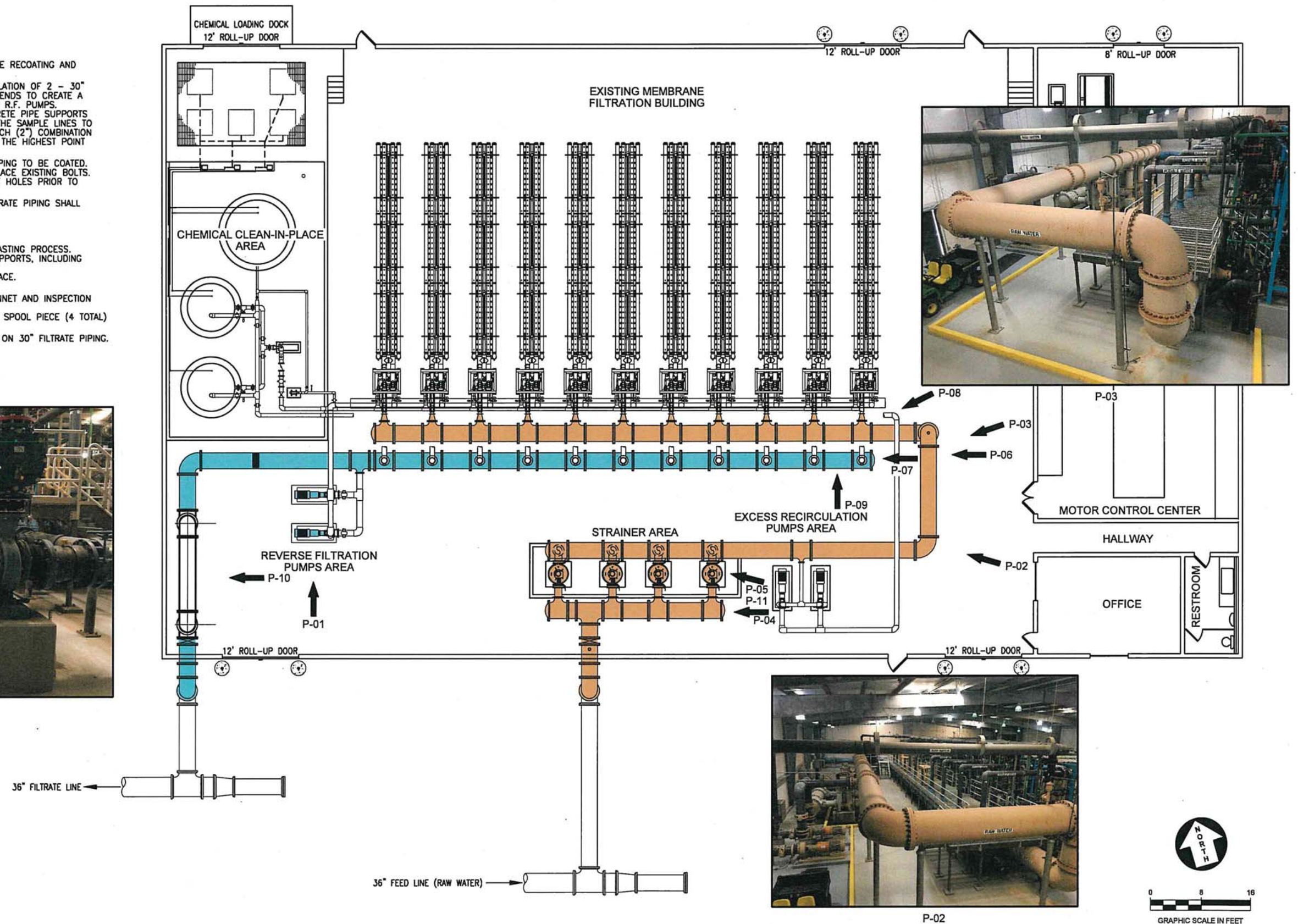
Date



- THE SCOPE OF WORK FOR THE MEMBRANE DUCTILE IRON PIPE RECOATING AND MODIFICATIONS PROJECT CONSIST OF THE FOLLOWING:
1. REMOVAL OF A SECTION OF "FILTRATE PIPING" AND INSTALLATION OF 2 - 30" 90° BASE BENDS, 3 - 30" PIPE SPOOLS, 2 - 30" 90° BENDS TO CREATE A CONSTANT "BACK PRESSURE" ON THE MEMBRANE AND THE R.F. PUMPS. THIS ITEM INCLUDES THE INSTALLATION OF TWO (2) CONCRETE PIPE SUPPORTS INTEGRAL TO THE BASE BENDS AND THE RELOCATION OF THE SAMPLE LINES TO THE UPSTREAM SIDE OF THE FIRST BASE BEND. A TWO-INCH (2") COMBINATION AIR AND VACUUM RELEASE VALVE SHALL BE INSTALLED AT THE HIGHEST POINT IN THE PIPING.
  2. REMOVAL AND DISPOSE OF EXISTING FLANGE BOLTS ON PIPING TO BE COATED. FURNISH AND INSTALL GALVANIZED FLANGE BOLTS TO REPLACE EXISTING BOLTS. CONTRACTOR SHALL BLAST AND OR CLEAN PIPING AT BOLT HOLES PRIOR TO INSTALLATION OF NEW BOLTS.
  3. ABRASIVE BLAST AND COATING OF 30" FEED AND 30" FILTRATE PIPING SHALL INCLUDE:
    - a. 4-INCH (4") FEED WATER STRAINERS.
    - b. 2 - REVERSE FILTRATION PUMPS.
 REMOVING AND REINSTALLING EXISTING CATWALK. CONTAINMENT AND VENTILATION OF PIPING DURING THE BLASTING PROCESS. REMOVAL, BLASTING AND COATING OF GALVANIZED PIPE SUPPORTS, INCLUDING PROVIDING TEMPORARY PIPE SUPPORTS. REMOVAL, BLASTING AND COATING OF SADDLE/PIPE INTERFACE.
  4. STRAINER REHABILITATION TO CONSIST OF:
    - a. REMOVAL AND REPLACEMENT OF BOLTS, BOTH AT BONNET AND INSPECTION PLATE.
    - b. REMOVAL AND REPLACEMENT OF FOUR-INCH (4") DIP SPOOL PIECE (4 TOTAL) ON STRAINER DISCHARGE PIPING.
  5. REMOVAL AND REINSTALLATION OF STRAP ON FLOW METER ON 30" FILTRATE PIPING.

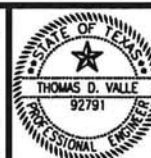


P-01  
REVERSE FILTRATION PUMP



NO.	DATE	REVISION	BY
© 2018 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510			
Plot Date: Aug 02, 2018 - 9:06am Plotted By: DKRUMNOW			

PROJECT NO.	2018-101
DRAWN BY	Douglas L. Krumnow
DESIGNED BY	Thomas D. Valle, P.E.
APPROVED BY	<i>Thomas D. Valle</i>
DATE	8-1-19



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

**CITY OF TEMPLE, TEXAS**  
TEMPLE WATER TREATMENT PLANT  
MEMBRANE DUCTILE IRON PIPE RECOATING & MODIFICATIONS  
MEMBRANE FILTRATION BUILDING  
PIPING LAYOUT

SHEET NO. **1**  
OF **5**



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT AND DEDUCTIVE CHANGE ORDER WITH TMI COATINGS, INC. OF ST. PAUL, MINNESOTA FOR A LUMP SUM PRICE OF \$345,000, FOR CONSTRUCTION SERVICES REQUIRED FOR THE WATER TREATMENT PLANT, TASK 7, MEMBRANE DUCTILE IRON PIPE RECOATING AND MODIFICATION PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** the City owns a water treatment plant located on the north side of the Leon River just off Charter Oak Drive that consists of a conventional water treatment train (CWTT) and a membrane water treatment train (MWTT), which ultimately combine through shared storage and pumping facilities and operate as one plant which delivers water to customers along the distribution system;

**Whereas,** the 29.4 MGD CWTT is an aging facility that has been renovated and expanded several times since its construction in 1957 - in 2004, the 11.6 MGD MWTT facility was constructed and is now in need of rehabilitation of the ductile iron piping due to its age and condition;

**Whereas,** on August 30, two bids were received with TMI Coatings, Inc. of St. Paul, Minnesota submitting the low bid in the amount of \$439,000 - the engineer's opinion of probable construction cost (OPC) was \$360,000;

**Whereas,** due to the low bid being 22% higher than the engineer's OPC, and over the project budget, further discussions were held on how to best proceed - the project team reviewed the bids and identified an area of savings by removing Bid Item No. 16 from the scope of construction;

**Whereas,** this bid item includes certain piping modifications that are not immediately needed, and which can be completed at a lesser cost and in a different manner, reducing the recommended contract amount by 21.4%;

**Whereas,** Staff and the City's engineer agree that TMI Coatings is qualified to complete this project and recommends Council authorize a construction contract for the bid amount plus the deductive change order, for a total contract amount of \$345,000;

**Whereas,** funding for this construction contract and deductive change order is available in Account No. 520-5100-535-6310, Project No. 101420;

**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 City Manager, or her designee, after approval as to form by the City Attorney, to execute a construction contract and deductive change order with TMI Coatings, Inc., of St. Paul, Minnesota for a lump sum price of \$345,000, for construction services required for the Water Treatment Plant, Task 7, Membrane Ductile Iron Pipe Recoating and Modification 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

APPROVED AS TO FORM:

ATTEST:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

---

09/20/18  
Item #6(P)  
Consent Agenda  
Page 1 of 2

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

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

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an amendment to the “Administration and Management Agreement” between the City of Temple, City of Belton, and the Brazos River Authority for administration of the Cities of Temple and Belton Industrial Pretreatment Programs.

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

**ITEM SUMMARY:** The Cities of Temple and Belton entered into a one year “Administration and Management Agreement” commencing on October 1, 2014 and ending September 30, 2015, for the administration of the Cities’ Industrial Pretreatment Programs (IPP). Amendment No. 1 was authorized in September 2015 to extend the program from October 1, 2015 to September 30, 2016; Amendment No. 2 was authorized in September 2016 to extend the program from October 1, 2016 to September 30, 2017; and Amendment No. 3 was authorized in September 2017 to extend the program from October 1, 2017 to September 30, 2018. This Amendment No. 4 will extend the Brazos River Authority’s administration of the Industrial Pretreatment Program for a period of one additional year and shall end on September 30, 2019.

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

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



**FISCAL IMPACT:** The City of Temple's portion of the FY 2019 expenditures related to the Industrial Pretreatment Programs are estimated at a total of \$160,445. Funding for these expenditures is appropriated in the FY 2019 Adopted Budget in the amount of \$42,322, in account 520-5500-535-2652, for the Temple-Belton Wastewater Treatment Plant, and in the amount of \$118,123, in account 520-5500-535-2655 for Doshier Farm Wastewater Treatment Plant. The City of Temple is only responsible for 67% of the costs incurred for the TBP which is the amount reflected above.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE ADMINISTRATION AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF TEMPLE, THE CITY OF BELTON, AND THE BRAZOS RIVER AUTHORITY FOR ADMINISTRATION OF THE CITIES' INDUSTRIAL PRETREATMENT PROGRAMS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

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

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

**Whereas**, Amendment No. 3 was authorized in September 2017 and extended the program from October 1, 2017 to September 30, 2018;

**Whereas**, Staff recommends council authorize an amendment to the Administration and Management Agreement which will extend the Brazos River Authority's administration of the Industrial Pretreatment Program for one additional year which will expire September 30, 2019;

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

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

**Whereas**, in accordance with the Management and Administration Agreement, expenses and management fees related to operation of the Cities' IPP at TBP will be allocated based upon contributing percentages;

**Whereas**, the City of Temple is responsible for 67% of the costs incurred for the TBP and funding for these expenditures has been accounted for in the fiscal year 2019 adopted budget, Account No. 520-5500-535-2652 (TBP) and Account No. 520-5500-535-2655 (Doshier Farm); and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes the City Manager, or her designee, after approval as to form by the City Attorney, to execute an amendment to the Administration and Management Agreement between the City of Temple, the City of Belton and the Brazos River Authority, for the administration of the Cities' Industrial Pretreatment Programs.

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

PASSED AND APPROVED this the **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(Q)  
Consent Agenda  
Page 1 of 2

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

Brian Chandler, Director of Planning

**ITEM DESCRIPTION:** Consider a recommendation to the City Council to authorize a contract amendment to a professional services agreement with Kasberg, Patrick & Associates, LP, for services required to incorporate a concept design for the area in TXDOT rights-of-way between Central Avenue and Adams Avenue abutting both sides of Interstate 35 in an amount not to exceed \$59,700.

**STAFF RECOMMENDATION:** Staff recommends approval of the professional services agreement as presented.

**ITEM SUMMARY:** The original project scope consisted of a design concept for North 31<sup>st</sup> Street from West Nugent to Central Avenue for \$211,600. The expanded scope would also consist of a full concept design of the area in TxDOT rights-of-way between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35. The areas to be reviewed and prepared for conceptual design are ~58,000 square feet on the east side of the interstate and ~121,000 square feet on the west side.

The following scope of work for Contract Amendment #1 for the North 31<sup>st</sup> Street from Nugent to Central Avenue Concept Design can be completed for the lump sum price of \$46,900 with an alternate item for preparing a Lumion Video Model for an additional \$12,800 for a total amount of \$59,700.

	Data Collection		\$	4,300.00
	Initial Concept Designs		\$	11,600.00
	Final Concept Designs		\$	21,200.00
	Renderings and Deliverables		\$	9,800.00
	<b>TOTAL</b>		<b>\$</b>	<b>46,900.00</b>
	Alternate Lumion Video Model		\$	12,800.00

The timeframe for design of the project is three months from the Notice to Proceed. This item was approved for Council recommendation at the Reinvestment Zone #1 Board of Director's meeting on August 29, 2018.

**FISCAL IMPACT:** After approval of the Financing and Project Plan amendment, funding will be available in Line 602, East/West IH 35 Gateway, account 795-9500-531-6319, project 101978, to fund the contract amendment with Kasberg, Patrick & Associates, LP for a full concept design of the area in TxDOT rights-of-way between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35.

**ATTACHMENTS:**

[Proposal](#)  
[Map](#)  
[Resolution](#)



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

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

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

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

July 11, 2018

Mr. Brian L. Chandler, AICP  
Director of Planning  
2 North Main St, Suite 102  
City of Temple, Texas 76501

Re: City of Temple  
North 31<sup>st</sup> Street (Nugent to Central Avenue)  
Concept Design – Contract Amendment #1

Dear Mr. Chandler:

At the request of the City of Temple Reinvestment Zone #1 (TRZ), we are submitting this Contract Amendment for the above referenced project. This project will develop Concept Design for area between Central Avenue and Adams Avenue at Interstate 35. The final product will be full Concept Design of the project, including marketing renderings and cost estimates.

The work to be performed by KPA under this contract consists of providing planning and engineering services for concept design of the area in TxDOT rights-of-way between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35. The areas to be reviewed and prepared for conceptual design are ~58,000 square feet on the east side of the interstate and ~121,000 square feet on the west side. The timeframe for design of the project is three (3) months from the Notice to Proceed.

KPA will perform all work and prepare all deliverables in accordance with the latest version of the City of Temple specifications, standards and manuals.

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

The following services will be performed:

**I. PLANNING AND CONCEPT DESIGN STUDIES**

- 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. The facilities within the project scope of work will be reviewed and documented. Documents will include TXDOT plans and layouts for IH-35 as well as the TISD Master Plan as they are available for release.
- B.** Develop initial concept for a connection from Interstate 35 Frontage Road to North 31<sup>st</sup> Street. The concept will include gateway type amenities, signage, landscaping etc. Coordination with TXDOT as well and a cohesive integration with the TRZ Master Plan will be required.
- C.** Develop initial concept for both gateway areas. The concepts will include gateway type amenities, signage, lighting landscaping, etc. Coordination with TXDOT as well and a cohesive integration with the TRZ Master Plan will be required.
- D.** Meet with City Staff, the Temple Reinvestment Zone Project Committee and stakeholders to review and discuss options generated in the investigation phase.
- E.** Concept Designs.
  - 1. Based on the input received from the investigation phase and meetings with City Staff, the Temple Reinvestment Zone Project Committee and TxDOT, develop a Concept Plan for an integrated design for gateway areas at Central and Adams Avenues and Interstate 35. All elements from the initial design will be included in the final Concept Design. Models and renderings will be developed for this area.
  - 2. Develop Cost Estimates for the Concept Designs.
- F.** Alternate Lumion Video Model.
  - 1. If desired by the City of Temple and the Temple Reinvestment zone, a moving model can be developed illustrating the concept design from a motorist perspective from all directions. This is supplied in this proposal as an alternate should the service be desired.

Mr. Brian L. Chandler, AICP

July 11, 2018

Page 3

The following scope of work for Contract Amendment #1 for the North 31<sup>st</sup> Street from Nugent to Central Avenue Concept Design can be completed for the lump sum price of \$46,900 with an alternate item for preparing a Lumion Video Model for an additional \$12,800. 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.

Data Collection	\$	4,300.00
Initial Concept Designs	\$	11,600.00
Final Concept Designs	\$	21,200.00
Renderings and Deliverables	\$	9,800.00
<b>TOTAL</b>	<b>\$</b>	<b>46,900.00</b>
Alternate Lumion Video Model	\$	12,800.00

Sincerely,

R. David Patrick, P.E., CFM

xc: File



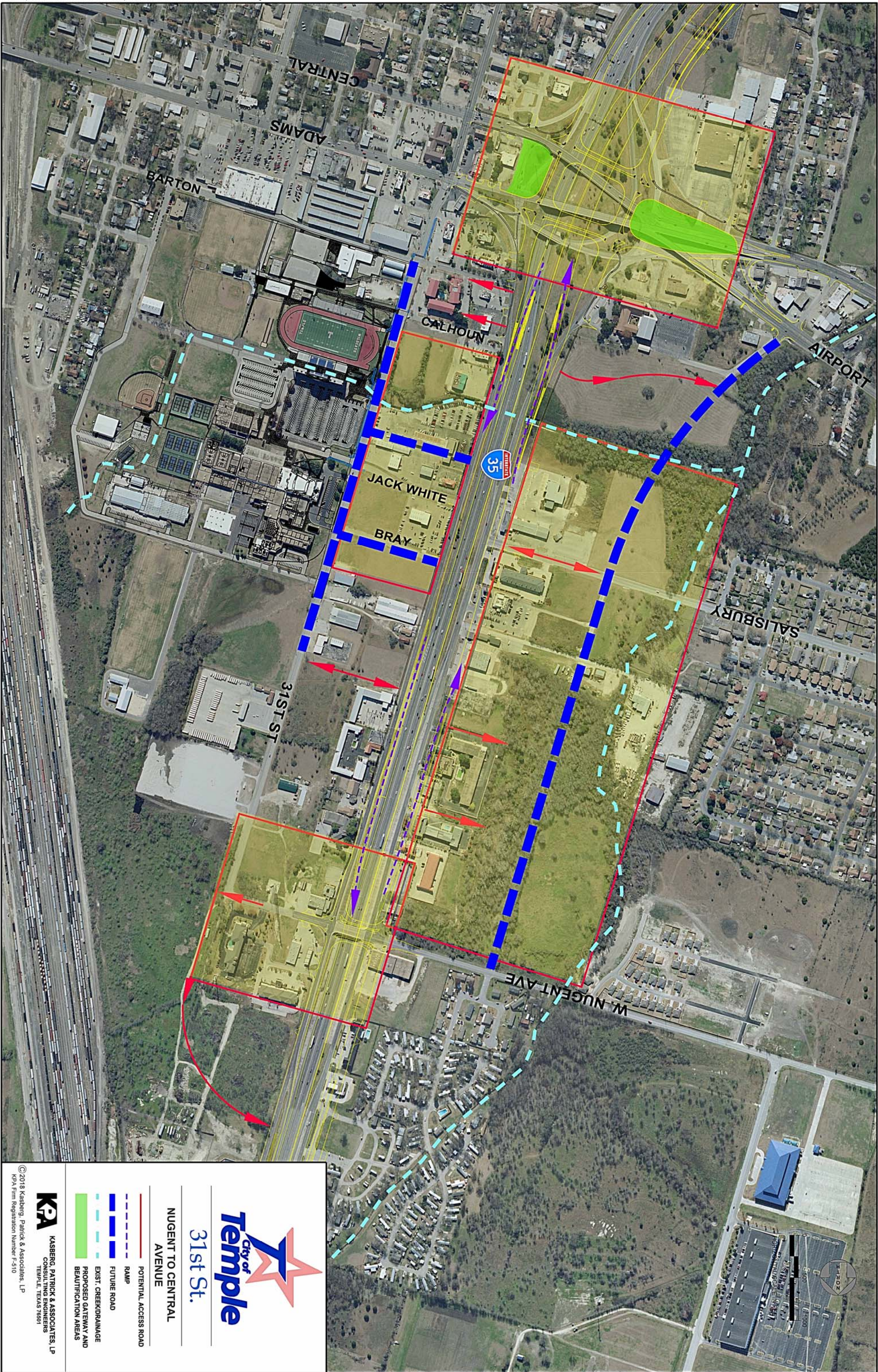
**ATTACHMENT "C"**

**Charges for Additional Services**

**City of Temple  
North 31<sup>st</sup> Street (Nugent to Central Avenue)  
Contract Amendment #1**

<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





31st St.

NUGENT TO CENTRAL  
AVENUE

POTENTIAL ACCESS ROAD

RAMP

FUTURE ROAD

EXIST. CREEK/DRAINAGE

PROPOSED GATEWAY AND  
BEAUTIFICATION AREAS



KASBERG, PATRICK & ASSOCIATES, LP  
CONSULTING ENGINEERS  
TEMPLE, TEXAS 76701

© 2018 Kasberg, Patrick & Associates, LP  
KPA Firm Registration Number F-510



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CONTRACT AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP OF TEMPLE, TEXAS IN AN AMOUNT NOT TO EXCEED \$59,700, FOR SERVICES REQUIRED TO INCORPORATE A CONCEPT DESIGN FOR THE AREA LOCATED IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY BETWEEN CENTRAL AVENUE AND ADAMS AVENUE ABUTTING BOTH SIDES OF INTERSTATE 35; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the original project scope of this professional services agreement consisted of a design concept for North 31<sup>st</sup> Street from West Nugent to Central Avenue - the expanded scope consists of a full concept design of the area in Texas Department of Transportation right-of-way located between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35;

**Whereas,** the areas incorporated in the conceptual design are approximately 58,000 square feet on the east side of the interstate, and approximately 121,000 square feet on the west side;

**Whereas,** Staff recommends Council authorize Contract Amendment No. 1 to the professional services agreement with Kasberg, Patrick & Associates, LP for the North 31<sup>st</sup> Street from Nugent to Central Avenue Concept Design which can be completed for the lump sum price of \$46,900 with an alternate item for preparing a Lumion Video Model for an additional \$12,800 for an amount not to exceed \$59,700;

**Whereas,** after approval of the Financing and Project Plan amendment, funding will be available in Line 602, Account No. 795-9500-531-6319, Project No. 101978; 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 City Manager, or her designee, after approval as to form by the City Attorney, to execute Contract Amendment No. 1 to the professional services agreement with Kasberg, Patrick & Associates, LP of Temple, Texas for a concept design for the area in TXDOT right-of-way between Central Avenue and Adams Avenue abutting both sides of Interstate 35 in an amount not to exceed \$59,700.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(R)  
Consent Agenda  
Page 1 of 2

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

Heather Mikulas, Director of Utility Billing  
Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an agreement with Thirkettle Corporation, dba Aqua-Metric Sales Company, of Riverside, CA, in the amount of \$519,227.22 for the installation of an Advanced Metering Infrastructure (AMI) system.

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

**ITEM SUMMARY:** The City's water meter inventory includes approximately 100 large meters (4" and greater) that serve mostly commercial, industrial and multi-family customers. Those large meters account for approximately 30% of the City's water consumption. Placing these large meters on an Advanced Metering Infrastructure (AMI) system will allow both the City and the customers to more accurately monitor water consumption by allowing for frequent automated meter readings, high/low usage alerts, and leak notifications.

AMI is an integrated system of smart meters that are connected by a radio communication network and data management system. The system will allow for the availability of real time water usage information that will be accessible by the City's Utility Business Office and the City's large commercial customers.

In the FY15 budget, Council approved funding for this project. Staff began working with Kasberg, Patrick & Associates (KPA) in March 2015 to evaluate and select an AMI system. During the research and selection process, it was determined that there need to be significant infrastructure improvements including vault rehab and meter bypass installation. In September 2017, Council approved a contract with TTG to perform infrastructure improvements. This project was considered Phase I of the AMI system project.

Phase II of this project will be the installation of the AMI system along with additional infrastructure improvements, including the replacement or retrofitting of each commercial meter to make it compatible with the AMI system. Staff is recommending the use of a Houston-Galveston Area Council (H-GAC) cooperative contract for the implementation of Phase 2 (Contract #WM08-18). Contracts awarded by H-GAC have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Construction and implementation of the project will take approximately nine months. Accordingly, Staff is anticipating that the system will become operational during the summer of 2019.

**FISCAL IMPACT:** Funding for the agreement with Aqua-Metric Sales Company in the amount of \$519,227.22 for the installation of an Advanced Metering Infrastructure is available in project 101173 as follows:

	<u>520-5300-535-6250</u>	<u>520-5900-535-6250</u>	<u>Total</u>
Project Budget	\$ 450,000	\$ 825,000	\$ 1,275,000
Encumbered/Committed to Date	(97,596)	(533,159)	(630,755)
<b>Aqua-Metric Sales Company</b>	<b>(227,386)</b>	<b>(291,841)</b>	<b>(519,227)</b>
<b>Remaining Project Funds</b>	<b>\$ 125,018</b>	<b>\$ -</b>	<b>\$ 125,018</b>

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT WITH THIRKETTLE CORPORATION, dba AQUA-METRIC SALES COMPANY OF RIVERSIDE, CALIFORNIA IN THE AMOUNT OF \$519,227.22, FOR THE INSTALLATION OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** the City's water meter inventory includes approximately 100 large meters (4-inches and greater) that serve mostly commercial, industrial and multi-family customers, and accounts for approximately 30% of the City's water consumption;

**Whereas,** placing these large meters on an Automated Metering Infrastructure (AMI) system will allow both the City and the customers to more accurately monitor water consumption by allowing for frequent automated meter readings, high/low usage alerts and leak notifications;

**Whereas,** AMI is an integrated system of smart meters that are connected by a radio communication network and data management system that allows for the availability of real time water usage information which will be accessible by the Utility Business Office and the City's large commercial customers;

**Whereas,** in the fiscal year 2015 budget, Council approved funding for this project and Staff began working with Kasberg, Patrick & Associates (KPA) in March 2015 to evaluate and select an AMI system;

**Whereas,** during the research and selection process, it was determined that there needed to be significant infrastructure improvements, including vault rehab and meter bypass installation;

**Whereas,** in September 2017, Council approved a contract with TTG Utilities to perform infrastructure improvements - this project was considered Phase 1 of the AMI system project, and Phase 2 will be the installation of the AMI system along with additional infrastructure improvements, including the replacement or retrofitting each commercial meter to make it compatible with the AMI system;

**Whereas,** Staff recommends using Houston-Galveston Area Council (H-GAC) Cooperative Contract No. WM08-18 for the implementation of Phase 2 - contracts awarded by H-GAC have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas,** Staff recommends Council authorize an agreement with Thirkettle Corporation, dba Aqua-Metric Sales Company of Riverside, California in the amount of \$ 519,227.22, for the installation of an Advanced Metering Infrastructure system;

**Whereas**, funding for this agreement is available in Account No. 520-5300-535-6250, Account No. 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 City Manager, or her designee, after approval as to form by the City Attorney, to execute an agreement with Thirkettle Corporation, dba Aqua-Metric Sales Company of Riverside, California in the amount of \$ 519,227.22, for the installation of an Advanced Metering Infrastructure system.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(S)  
Consent Agenda  
Page 1 of 2

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

Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a Construction Manager-at-Risk guaranteed maximum price construction contract with RM Rodriguez Construction, LP of Temple in the amount of \$444,872 for four facility construction projects.

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

**ITEM SUMMARY:** On August 2, 2018, Council authorized a Construction Manager-at-Risk (CMAR) contract with RM Rodriguez Construction, LP (RMR), for the following five facility construction projects:

- Renovations to the Water Treatment Plant 2<sup>nd</sup> Floor Administrative Space – window replacements, flooring replacement, painting, flooring upgrades, etc;
- Renovations to City Hall, Suite 306 – expansion of suite to incorporate 3 additional offices, flooring replacement and painting of suite & 3<sup>rd</sup> Floor hallway, etc;
- Construction of a vestibule on the south entrance of the Summit Recreation Center, which includes adjustments to flatwork to make the south entrance ADA accessible;
- Façade improvements to Clarence Martin Recreation Center to correct water infiltration issues; and
- Construction of a 2-stall restroom facility (2 Men, 2 Women) within South Temple Park.

RMR has publicly bid the projects, and based on pricing received, RMR is proposing a guaranteed maximum price (GMP) CMAR contract in the amount of \$444,872 for four of the projects, which is broken down as follows:

Water Treatment Plant Renovations	\$130,262
City Hall, Suite 306, Renovations	99,885
Summit Recreation Center Vestibule Construction	44,550
South Temple Park Restroom Construction	170,175

The pricing received for the Clarence Martin Recreation Center façade improvements came in above the allocated budget for the project, so Staff and RMR are reevaluating this project, and Staff may come back to Council at a later date with a recommendation to amend the CMAR contract, if determined mutually agreeable.

It is anticipated that the construction of all four projects will be completed in the next four months.

**FISCAL IMPACT:** A budget adjustment is being presented to Council for approval to appropriate funding for the developer fees related to Alta Vista III in the amount of \$53,325 to the South Temple Park Restroom project. The budget adjustment will also reallocate funding in the amount of \$47,253 from Facility Services to City Manager for the City Manager Office Remodel project. Funding for the CMAR contract with RM Rodriguez Construction, LP in the amount of \$444,872 is available as follows:

Water Treatment Plant	City Manager Office Suite	Summit Recreation Center	South Temple Park Restrooms	Total
101452	101654	101548	101819	
	110-5911-513-6310		110-3500-552-6332	
520-5100-535-6310	110-1100-513-6310	110-5932-552-6310	365-3500-552-6988	

Project Budget	\$	136,756	\$	98,043	\$	54,300	\$	146,000	\$	435,099
Budget Adjustment		-		47,253		-		53,325		100,578
Encumbered/Committed to Date		(6,494)		(45,411)		(9,750)		(12,000)		(73,655)
RMR Construction Contract		(130,262)		(99,885)		(44,550)		(170,175)		(444,872)
Remaining Project Funds	\$	-	\$	-	\$	-	\$	17,150	\$	17,150

**ATTACHMENTS:**

Budget Adjustment  
Resolution

**BUDGET ADJUSTMENT FORM**

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

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

			+		-	
ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
110-0000-461-08-30		Developer Fees	53,325			
110-3500-552-63-32	101819	Park Fees - Alta Vista III	53,325			
110-1100-513-63-10	101654	Capital Buildings & Grounds	47,253			
110-2400-519-23-11		Repair & Maint / Buildings & Grounds			25,000	
110-2400-519-23-19		Repair & Maint / Electrical			15,000	
110-2400-519-26-11		Contracted Services / Insurance & Bonds			1,750	
110-2400-519-26-23		Contracted Services / Contracted Svcs			5,503	
<b>TOTAL.....</b>			<b>\$ 153,903</b>		<b>\$ 47,253</b>	

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

To appropriate funding for a construction contract related to the Construction Manager-at-Risk agreement with RM Rodriguez for the South Temple Park Restroom, project 101819, that comes from Alta Vista III developer fees. These funds will allow purchase of materials needed.

This BA will also reallocate funding in the amount of \$47,253 from Facility Services to City Manager for the construction contract related to the Construction Manager-at-Risk agreement with RM Rodriguez for the City Manager Office Remodel, project 101654.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

9/20/2018

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 MANAGER-AT-RISK GUARANTEED MAXIMUM PRICE CONSTRUCTION CONTRACT WITH RM RODRIGUEZ CONSTRUCTION, LP OF TEMPLE, TEXAS FOR FOUR FACILITY CONSTRUCTION PROJECTS, IN THE AMOUNT OF \$444,872; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 2, 2018, Council authorized a Construction Manager-at-Risk (“CMAR”) contract with RM Rodriguez Construction, LP (“RMR”) for the following five facility construction projects:

- Water Treatment Plant renovations;
- City Manager Office Suite renovations;
- Summit Recreation Center Vestibule construction;
- Clarence Martin Recreation Center improvements; and
- South Temple Park Restroom Facility construction;

**Whereas**, RMR publicly bid the projects, and based on pricing received, RMR is proposing a Guaranteed Maximum Price (“GMP”) CMAR contract in the amount of \$444,872 for four of the five projects as follows:

• Water Treatment Plant Renovations	\$130,262
• City Hall, Suite 306, Renovations	\$ 99,885
• Summit Recreation Center Vestibule Construction	\$ 44,550
• South Temple Park Restroom Construction	\$170,175

**Whereas**, the pricing received for the Clarence Martin Recreation Center improvements came in above the allocated budget for the project, so Staff and RMR are reevaluating this project - Staff anticipates bringing it back to Council at a later date;

**Whereas**, a budget adjustment is being presented to Council for approval to appropriate funding for the developer fees related to Alta Vista III to the South Temple Park Restroom project;

**Whereas**, the budget adjustment will also reallocate funding in the amount of \$47,253 from Facility Services to City Manager for the City Manager Office suite renovation project;

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

- Water Treatment Plant:
  - Account No. 520-5100-535-6310, Project No. 101452;
- City Manager Office Suite:
  - Account No. 110-5911-513-6310, Project No. 101654;
  - Account No. 110-2400-519-6310, Project No. 101654;

- Summit Recreation Center:
  - Account No. 110-5932-551-6310, Project No. 101548;
- South Temple Park:
  - Account No. 110-3500-552-6332, Project No. 101819;
  - Account No. 365-3500-552-6988, Project No. 101819; 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 City Manager, or her designee, after approval as to form by the City Attorney, to execute a Construction Manager-at-Risk Guaranteed Maximum Price construction contract with RM Rodriguez Construction, LP of Temple, Texas in the amount of \$444,872, for the following four facility construction projects:

- |   |           |
|---|-----------|
| • Water Treatment Plant Renovations               | \$130,262 |
| • City Hall, Suite 306, Renovations               | \$ 99,885 |
| • Summit Recreation Center Vestibule Construction | \$ 44,550 |
| • South Temple Park Restroom Construction         | \$170,175 |

**Part 3:** The City Council authorizes an amendment to the fiscal year 2018 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(T-1)  
Consent Agenda  
Page 1 of 1

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

Justin Brantley, Assistant Director of Purchasing & Facility Services  
Alan DeLoera, Director of Information Technology

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of cellular services, data services, and wireless equipment during FY2019 from Cello Partnership, dba Verizon Wireless, in the estimated annual amount of \$270,000.

**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 FY2019 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 264 cellular phones, 184 smart phones, and 333 data devices serviced through Verizon Wireless. The Purchasing and Information Technology departments have reviewed the current DIR Contract #DIR-TSO-3415 against plans and services available through other vendors, and Staff is confident that the DIR contract offers the lowest rates available with the best service coverage. DIR Contract #DIR-TSO-3415 is effective until April 20, 2020.

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 FY2019 Budget. The estimated annual expenditure based on the current volume of active devices is \$270,000.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF CELLULAR SERVICES, DATA SERVICES, AND WIRELESS EQUIPMENT FROM CELLO PARTNERSHIP, dba VERIZON WIRELESS IN THE ESTIMATED ANNUAL AMOUNT OF \$270,000, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City currently has 264 cellular phones, 184 smart phones, and 333 data devices serviced through Verizon Wireless;

**Whereas**, the Purchasing and Information Technology departments have reviewed the current Department of Information Resources (DIR) Contract (No. DIR-TSO-3415) against plans and services available through other vendors, and Staff is confident that the DIR Contract continues to offer the lowest rates available with the best service coverage for the City;

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

**Whereas**, Staff has been pleased with the services provided by Cello Partnership, dba Verizon Wireless, and recommends Council authorize the purchase of cellular services, data services, and wireless equipment in the estimated annual amount of \$270,000, for fiscal year 2019;

**Whereas**, each department with cellular devices has budgeted for these services in their fiscal year 2019 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 purchase of cellular services, data services, and wireless equipment from Cello Partnership, dba Verizon Wireless in the estimated annual amount of \$270,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY 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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09/20/18  
Item #6(T-2)  
Consent Agenda  
Page 1 of 1

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

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of office supplies during FY2019 from Perry Office Plus, Inc. of Temple in the estimated annual amount of \$110,000.

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

**ITEM SUMMARY:** Authorization of this purchase agreement will provide for the continued purchase of office supplies from Perry Office Plus, Inc. (Perry's) during FY2019.

Perry's has an office supply contract through BuyBoard, a cooperative that performs competitive bidding on behalf of public entities. Perry's current office supply contract with the BuyBoard expires on November 30, 2018. The BuyBoard has solicited new office supply proposals for a contract period commencing on December 1, 2018, which Perry's submitted a proposal under. Per feedback received from the BuyBoard, it is anticipated that the BuyBoard's administrative board will award new office supply contracts on October 24, 2018. As such, it is staff's recommendation to award a contract for the purchase of office supplies through November 30, 2018, to Perry's, and assuming the BuyBoard awards Perry's a new contract effective December 1, 2018, authorize staff to utilize the new contract.

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 FY2019 Budget. The estimated annual expenditure for office supplies for FY2019 based on historical purchases is \$110,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FROM PERRY OFFICE PLUS, INC., OF TEMPLE, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$110,000, FOR OFFICE SUPPLIES FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** Perry Office Plus, Inc. (Perry's) 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,** Perry's has an office supply contract through BuyBoard Local Government Online Purchasing Cooperative, a cooperative that performs competitive bidding on behalf of public entities - Perry's current office supply contract with the BuyBoard expires November 30, 2018;

**Whereas,** the BuyBoard has solicited new office supply proposals for a contract period commencing December 1, 2018, and which Perry's has submitted a proposal under - per feedback received from the BuyBoard, it is anticipated that the BuyBoard's administrative board will award new office supply contracts on October 24, 2018;

**Whereas,** as such, it is Staff's recommendation that Council award a contract for the purchase of office supplies through November 30, 2018, to Perry's, and assuming the BuyBoard awards Perry's a new contract effective December 1, 2018, Staff recommends Council authorize Staff to utilize the new contract;

**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 purchase of office supplies from Perry Office Plus, Inc., of Temple, Texas in the estimated annual amount of \$110,000, for office supplies for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 20<sup>th</sup> day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(T-3)  
Consent Agenda  
Page 1 of 1

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

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of janitorial supplies during FY2019 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 agreement will provide for the continued purchase of janitorial supplies (e.g. cleaning supplies, toilet paper, paper towels, trash bags, etc) from Gulf Coast Paper Company (Gulf Coast) during FY2019 utilizing BuyBoard contract #569-18, which is effective until September 30, 2019. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Gulf Coast Paper Company 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. In addition, Staff has reviewed the pricing available under Gulf Coast's BuyBoard contract to offerings available through other vendors, and Staff has concluded that the contracted pricing is the most competitive.

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 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 FY2019 Budget. The estimated annual expenditure for janitorial supplies based on historical purchases is \$100,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF JANITORIAL SUPPLIES FROM GULF COAST PAPER COMPANY OF TEMPLE, TEXAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$100,000, FOR JANITORIAL SUPPLIES FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**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 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,** janitorial supplies are purchased on an as-needed basis and each department has budgeted funds in their individual fiscal year 2019 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 purchase of janitorial supplies from Gulf Coast Paper Company of Temple, Texas in the estimated annual amount of \$100,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(T-4)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Director of Fleet Services

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of automotive repair parts during FY2019 from O'Reilly 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 agreement will provide for the continued purchase of automotive repair parts from O'Reilly Auto Parts (O'Reilly) during FY2019 utilizing BuyBoard contract #551-17, which is effective until November 30, 2020. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Council has authorized annual purchase agreements with O'Reilly 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.

Pricing per the BuyBoard contract is 41% off of the list price and includes delivery to Fleet Services. Fleet Services staff has reviewed the pricing available through O'Reilly and other vendors, and Staff has determined that the O'Reilly pricing continues to be the most competitive.

**FISCAL IMPACT:** Departments have budgeted for automotive repairs in the adopted FY2019 Budget. Purchases under this agreement will be purchased into a Fleet Maintenance inventory account and charged out to the various department accounts upon use by Fleet Services. The estimated annual purchase of automotive repair parts based on historical expenditures is \$70,000.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF AUTOMOTIVE REPAIR PARTS FROM O'REILLY AUTO PARTS OF SPRINGFIELD, MISSOURI IN THE ESTIMATED ANNUAL AMOUNT OF \$70,000, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** Council has authorized annual purchase agreements with O'Reilly Auto Parts (O'Reilly) for the purchase of automotive repair parts since September 5, 2013 and Staff has been pleased with the quality of product and delivery service provided by O'Reilly;

**Whereas,** O'Reilly has a contract through BuyBoard Local Government Online Purchasing Cooperative which is effective until November 30, 2020;

**Whereas,** pricing per the BuyBoard contract is 41% off of the list price and includes delivery to Fleet Services - Fleet Services has reviewed the pricing available through O'Reilly and other vendors, and has determined that O'Reilly pricing continues to be the most 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,** departments have budgeted for automotive repair parts in the adopted fiscal year 2019 budget – purchases under this agreement will be purchased into a Fleet Maintenance inventory account and charged out to the various departments upon use by Fleet Services; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes the purchase of automotive repair parts from O'Reilly Auto Parts of Springfield, Missouri, in the estimated annual amount of \$70,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(T-5)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Director of Fleet Services

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of tire retreading services for FY2019 from Southern Tire Mart, LLC of Columbia, MS, in the estimated amount of \$65,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the purchase of tire retreading (recapping) services for FY2019 from Southern Tire Mart (STM) utilizing BuyBoard contract #553-18, which has an expiration date of February 28, 2021. Contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Fleet Services has historically installed 300 retread tires for Solid Waste trucks per year. Staff has determined that re-treading Solid Waste truck tires is more economical than buying new tires due to the wear encountered by the tires when entering the landfill multiple times per day. In addition to being economical, retreading is an eco-friendly as a result of extending the life of the tire casing.

Authorization of the ability to retread tires utilizing STM's retreading services will provide for recapping of tires utilizing a Bandag BDM cap already installed on a refurbished wheel. Implementing this mounted wheel program will save the City an estimated 225 hours/year of downtime and allow a quicker turnaround for getting Solid Waste trucks back on the road.

**FISCAL IMPACT:** Departments have budgeted for automotive repairs in their adopted FY2019 departmental automotive repair & maintenance accounts. The retreading services through Southern Tire Mart will be procured on an as-needed basis when it is deemed cost effective to repair a tire versus replace it. Staff estimates an annual expenditure of \$65,000 based on historical expenditures.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF TIRE RETREADING SERVICES FROM SOUTHERN TIRE MART, LLC OF COLUMBIA, MISSISSIPPI IN THE ESTIMATED ANNUAL AMOUNT OF \$65,000, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** Fleet Services has historically installed 300 retread tires for Solid Waste trucks per year and has determined that re-treading Solid Waste truck tires is more economical than buying new tires due to the wear encountered by the tires when entering the landfill multiple times per day;

**Whereas,** in addition to being economical, retreading is eco-friendly as a result of extending the life of the tire casing;

**Whereas,** tire retreading services from Southern Tire Mart (STM) will be purchased utilizing the BuyBoard Local Government Online Purchasing Cooperative contract which expires February 28, 2021;

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

**Whereas,** STM's retreading services will provide for recapping of tires utilizing a Bandag BDM cap already installed on a refurbished wheel - implementing this mounted wheel program will save the City an estimated 225 hours per year of downtime and allow a quicker turnaround for getting Solid Waste trucks back on the road;

**Whereas,** departments have budgeted for automotive repair parts in the adopted fiscal year 2019 budget – retreading services will be purchased on an as-needed basis when it is deemed cost effective to repair a tire versus replace it; 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 tire retreading services from Southern Tire Mart, LLC of Columbia, Mississippi in the estimated annual amount of \$65,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 20<sup>th</sup> day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(T-6)  
Consent Agenda  
Page 1 of 1

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

Mitch Randles, Fire Chief

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of bunker gear during FY2019 from North America Fire Equipment Co., Inc. of Decatur, AL. in the estimated annual amount of \$35,000.

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

**ITEM SUMMARY:** Authorization of this purchase will provide for the procurement of bunker gear (i.e. personal protective coat and pant/turnout gear) for the Fire Department fire fighters from North America Fire Equipment Co., Inc. (NAFECO) during FY2019.

Based on recent bunker gear research conducted by Fire Department personnel, the Fire Department is recommending the purchase of bunker gear during FY2019 from NAFECO utilizing Houston–Galveston Area Council (H-GAC) contract #EE08-17, which is effective until July 31, 2019. The contract has contract extensions available under it, so accordingly, staff will monitor the contract as the expiration date draws near.

Staff believes the bunker gear provided by NAFECO offers the best value to the City from the perspective of firefighter protection, safety, fit, freedom of movement, and cost. Contracts awarded through 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 FY2019 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 FROM NORTH AMERICA FIRE EQUIPMENT CO., INC. OF DECATUR, ALABAMA IN THE ESTIMATED ANNUAL AMOUNT OF \$35,000, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, based on recent bunker gear research conducted by Fire Department personnel, the Fire Department recommends the purchase of bunker gear (i.e. personal protective coat and pant/turnout gear) through North American Fire Equipment Co., Inc. (NAFECO) utilizing Houston–Galveston Area Council (H-GAC) Contract No. EE08-17, which is effective until July 31, 2019;

**Whereas**, the contract has contract extensions available under it, so accordingly, Staff will monitor the contract as the expiration date draws near.

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

**Whereas**, contracts awarded through H-GAC 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 2019 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 purchase of bunker gear from North America Fire Equipment Co., Inc. of Decatur, Alabama in the estimated annual amount of \$35,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(T-7)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the procurement of online auction services for the sale of City surplus property for FY2019 from GovDeals, Inc. of Montgomery, AL, with an estimated annual revenue amount of \$150,000.

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

**ITEM SUMMARY:** Authorization of the use of this online auction service will provide for the continued disposal of surplus City property through GovDeals, Inc. (GovDeals) during FY2019 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 7 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, 2018 through September 30, 2019.

**FISCAL IMPACT:** Based on historical revenues, it is estimated that revenues generated from the sale of City surplus property for FY2019 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 PURCHASE 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 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, GovDeals, Inc. (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 seven years, Staff has been pleased with the online functionality and quality of service, and recommends Council authorize the purchase of online auction services with GovDeals, Inc. through September 30, 2019;

**Whereas**, GovDeals has a contract through BuyBoard Local Government Online Purchasing Cooperative which is effective until August 31, 2020 - 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 purchase of online auction services for the sale of City surplus property from GovDeals, Inc. of Montgomery, Alabama, with an estimated annual revenue amount of \$150,000, for fiscal year 2019.

**Part 3:** The City Council authorizes the 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(U)  
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 (CSCD) for the supervision of community service workers in the amount of \$7,500.

**STAFF RECOMMENDATION:** Approve 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 is available in the adopted FY 2019 Budget in the amount of \$7,500 in account 110-3500-552-2623 for the Memorandum of Understanding with the Bell/Lampasas Counties Community Supervision and Corrections Department (CSCD).

### **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 \_\_\_\_\_, 2018.

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Mr. Todd Jermstad  
Director  
Bell/Lampasas Counties Community  
Supervision & Corrections Department

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Mrs. Brynn Myers  
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 THE SUPERVISION OF COMMUNITY SERVICE WORKERS; 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 which perform 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 roads 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 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, for the supervision of community service workers.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(V)  
Consent Agenda  
Page 1 of 1

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

Brynn Myers, City Manager  
Kayla Landeros, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the acceptance of an assignment of a Commercial Contract from Monument Capital, Inc. for the purchase of property located at 503 North General Bruce Drive in Temple.

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

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

**ITEM SUMMARY:** The Tax Increment Financing Reinvestment Zone No. 1 Board of Directors is moving forward with a concept design for transportation improvements along North 31<sup>st</sup> Street between Central Avenue and Nugent Avenue. The proposed improvements will consist of a new street connection between North General Bruce Drive and North 31<sup>st</sup> Street. The new street will provide better connectivity and circulation in this area.

The Reinvestment Zone Board and City Staff identified property located at 503 North General Bruce Drive which will be necessary for the new street connection. The property was listed for sale and was under contract with Monument Capital, Inc. The negotiated purchase price is \$1,400,000.

Monument Capital has agreed to assign its Commercial Contract for this property to the City. At this time, Staff is asking for authorization to accept the assignment of the Commercial contract for the property located at 503 North General Bruce Drive for the construction of street improvements between North General Bruce Drive and North 31<sup>st</sup> Street.

If the assignment is authorized, the City will be required to reimburse Monument Capital \$5,000 in earnest money that it has paid to the title company. Closing is tentatively scheduled for November 21, 2018.

**FISCAL IMPACT:** Funding for the purchase of the property located at 503 North General Bruce Drive necessary for the construction of street improvements between North General Bruce Drive and North 31<sup>st</sup> Street is available in Reinvestment Zone No. 1 Financing and Project Plans, account 795-9500-531-6571, project 101798.

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF AN ASSIGNMENT OF A COMMERCIAL CONTRACT FROM MONUMENT CAPITAL, INC. FOR THE PURCHASE OF PROPERTY LOCATED AT 503 NORTH GENERAL BRUCE DRIVE, TEMPLE, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors is moving forward with a concept design for transportation improvements along North 31<sup>st</sup> Street, between Central Avenue and Nugent Avenue;

**Whereas**, the proposed improvements consist of a new street connection between North General Bruce Drive and North 31<sup>st</sup> Street, which will provide better connectivity and circulation in this area;

**Whereas**, the Reinvestment Zone Board and City Staff identified property located at 503 North General Bruce Drive which will be necessary for the new street connection - the property was listed for sale and was under contract with Monument Capital, Inc. at a negotiated purchase price of \$1,400,000;

**Whereas**, Monument Capital has agreed to assign its Commercial Contract for this property to the City, and Staff recommends Council authorize the acceptance of the assignment of the Commercial Contract for the property located at 503 North General Bruce Drive for the construction of street improvements between North General Bruce Drive and North 31<sup>st</sup> Street;

**Whereas**, upon approval by Council, the City will reimburse Monument Capital \$5,000 in earnest money that it has paid to the title company – the closing on this property is tentatively scheduled for November 21, 2018;

**Whereas**, funding for the purchase of the property is available in Reinvestment Zone No. 1 Financing and Project Plans, Account No. 795-9500-531-6571, Project No. 101798; 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 acceptance of an assignment of a Commercial Contract from Monument Capital, Inc. for the purchase of property located at 503 North General Bruce Drive in Temple.

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

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(W)  
Consent Agenda  
Page 1 of 3

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

Lynn Barrett, Assistant Planning Director

**ITEM DESCRIPTION:** SECOND READING – FY-18-10-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Single Family Two on 169.72+/- acres, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, addressed as 914 North Pea Ridge Road.

**STAFF RECOMMENDATION:** Staff recommends approval for a rezoning from AG to SF-2 district for the following reasons:

1. The proposed SF-2 zoning is compatible with surrounding zoning, existing and anticipated uses as well as future growth trends in the area and is an extension of the existing Lake Pointe subdivision;
2. The proposal is in compliance with the Thoroughfare Plan; and
3. Public facilities are available to serve the subject property.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** At their August 6, 2018 meeting, the Planning & Zoning Commission voted 8 to 0 to recommend approval of the rezoning to SF-2 with development/site plan per staff's recommendation.

**ITEM SUMMARY:** The applicant requests rezoning of 169.72 +/- acres from Agricultural (AG) zoning district to Single Family Two (SF-2) zoning district to develop the property into a single family residential subdivision as an expansion of the current Lake Pointe subdivision. The property borders N Pea Ridge Road directly south of the current Lake Pointe development and north of Hildell Estates. A 60 foot wide entry street right of way has been purchased that will connect to SH 317, north of Lake View Baptist Church, as well.

TXDOT has not provided input relative to driveway access. Discussions may be on-going regarding exact location of future subdivision access directly to 317 and will be finalized by the plat submittal.

The SF-2 designation is appropriate for a medium density residential subdivision.  
The subject property is in the Belton Independent School District.

**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 has the Future Land Use Map (FLUM) designation of Suburban Residential as it is adjacent to two single family developments and a sliver of Suburban Commercial designation due to its proximity to SH317. Additionally, a small portion of the property along N Pea Ridge also given a Suburban Commercial designation, however, it is across N Pea Ridge from a medium-high density residential subdivision, Westfield Development, Phase VIII.

Thoroughfare Plan (CP Map 5.2)

The subject property takes primary access from N Pea Ridge Road and from a 60-foot wide sliver of right of way the developer owns intersecting SH 317. From meetings staff has had with the developer, their plan originally was that Stone Hollow Drive will extend partially into the subdivision from the east ending in a cul-de-sac, but not connect directly to SH 317 due to the floodplain. However, staff has stressed the necessity of having a through connection to the west when the subdivision is designed and has asked that the developer explore this option. Additionally, access from an internal existing Lake Pointe Subdivision street to the north and from Alabama Ave to the south-east are planned, along with a future internal street stub out to vacant property on the south boundary of the property.

Sidewalks and trails will allow access to Stone Hollow Drive through the development from SH 317.

Future Transportation Capital Improvement Program (TCIP) improvements have been identified for N Pea Ridge Road.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available across the property from Lake Pointe from the north and water is available along N Pea Ridge Road on the eastern boundary and along SH 317 to the west. An oversized detention area was designed when the existing Lake Pointe subdivision was built.

Temple Trails Master Plan Map and Sidewalks Ordinance

A proposed community wide connector trail is shown along the power lines transecting the property and a proposed local connector trail intersects it from the east.

**DEVELOPMENT REGULATIONS:** Standards for detached Single Family residential homes in the SF-2 district are:

	SF-2 (Proposed)
Minimum Lot Size	5,000 Square Feet
Minimum Lot Width	50 Feet
Minimum Lot Depth	100 Feet
Front Setback	25 Feet
Side Setback	5 Feet
Side Setback (corner)	15 Feet
Rear Setback	10 Feet
Max Building Height	2 ½ Stories

SF-2 zoning does not allow commercial, restaurant, hospitality or business uses, although there are a few other uses allowed other than single family detached homes, including the following:

Permitted & Conditional Use Table – Single Family Two (SF-2)	
Agricultural Uses	* Farm, Ranch or Orchard
Residential Uses	* Single Family Residence (Detached Only) * Industrialized Housing * Family or Group Home
Industrial Uses	* Temporary Asphalt & Concrete Batching Plat (CUP)
Recreational Uses	* Park or Playground
Educational & Institutional Uses	* Cemetery, Crematorium or Mausoleum (CUP) * Place of Worship * Child Care: Group Day Care (CUP) * Social Service Center (CUP)

Prohibited uses include HUD-Code manufactured homes and land lease communities, most commercial uses and industrial uses.

**PUBLIC NOTICE:** There were 110 notices sent to property owners within 200-feet of the subject property containing notice of the public hearing as required by State law and City Ordinance. As of Thursday August 23, 2018 at 5:00 PM, five notices were received in disagreement; and six notices in agreement have been received.

The newspaper printed notice of the public hearing on July 26, 2018, in accordance with state law and local ordinance.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Maps](#)

[Site Photos](#)

[Returned Property Notices](#)

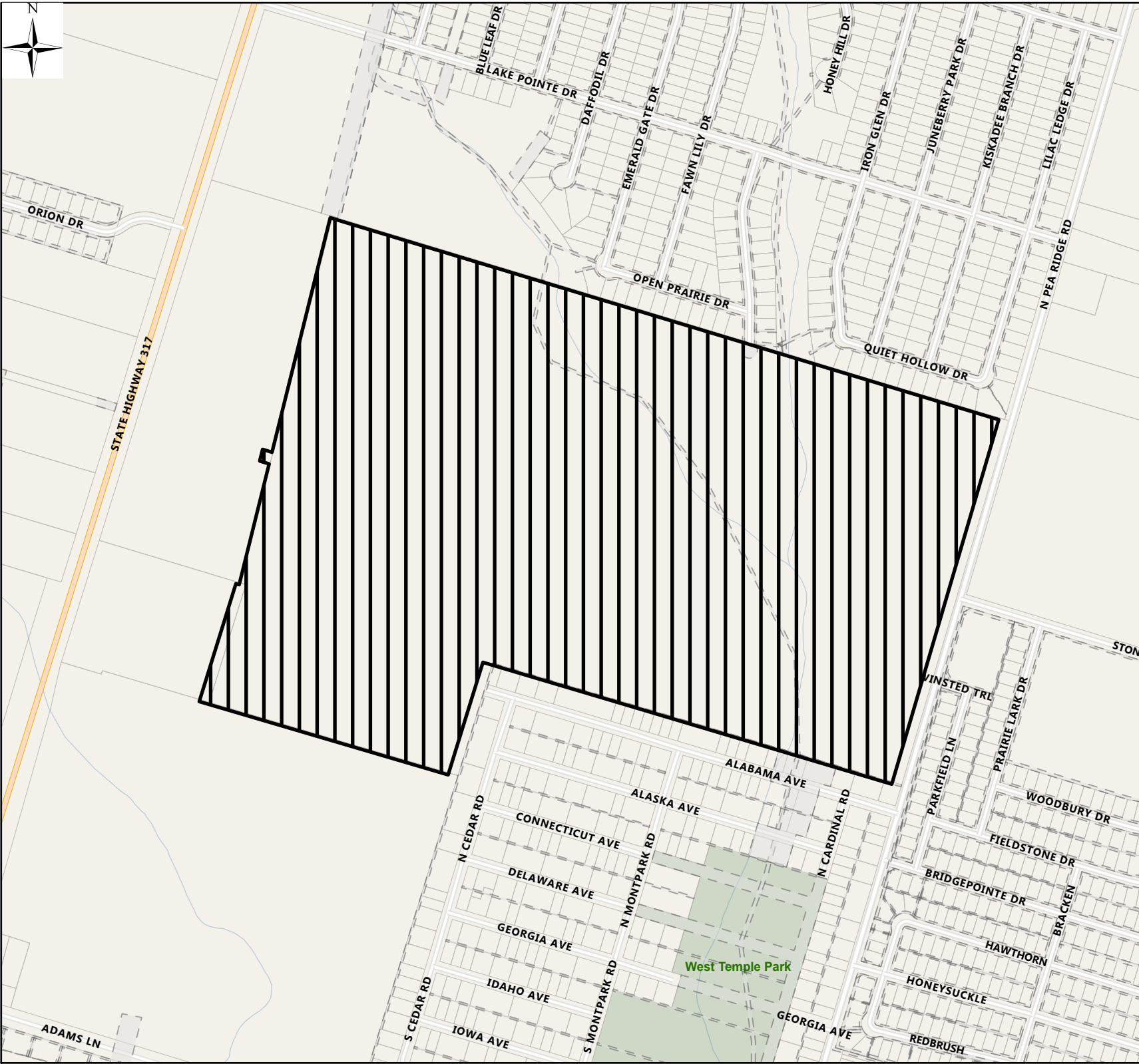
[P & Z Excerpts \(August 6, 2018\)](#)

[Ordinance](#)









AG TO SF-2

## LOCATION MAP

Zoning Case :  
FY-18-10-ZC

Address :  
914 N PEA RIDGE

### Transportation

Streets

MAJOR ARTERIAL

COLLECTOR

LOCAL STREET

MINOR ARTERIAL

Temple Municipal Boundary

### Parcel Features

Parcels

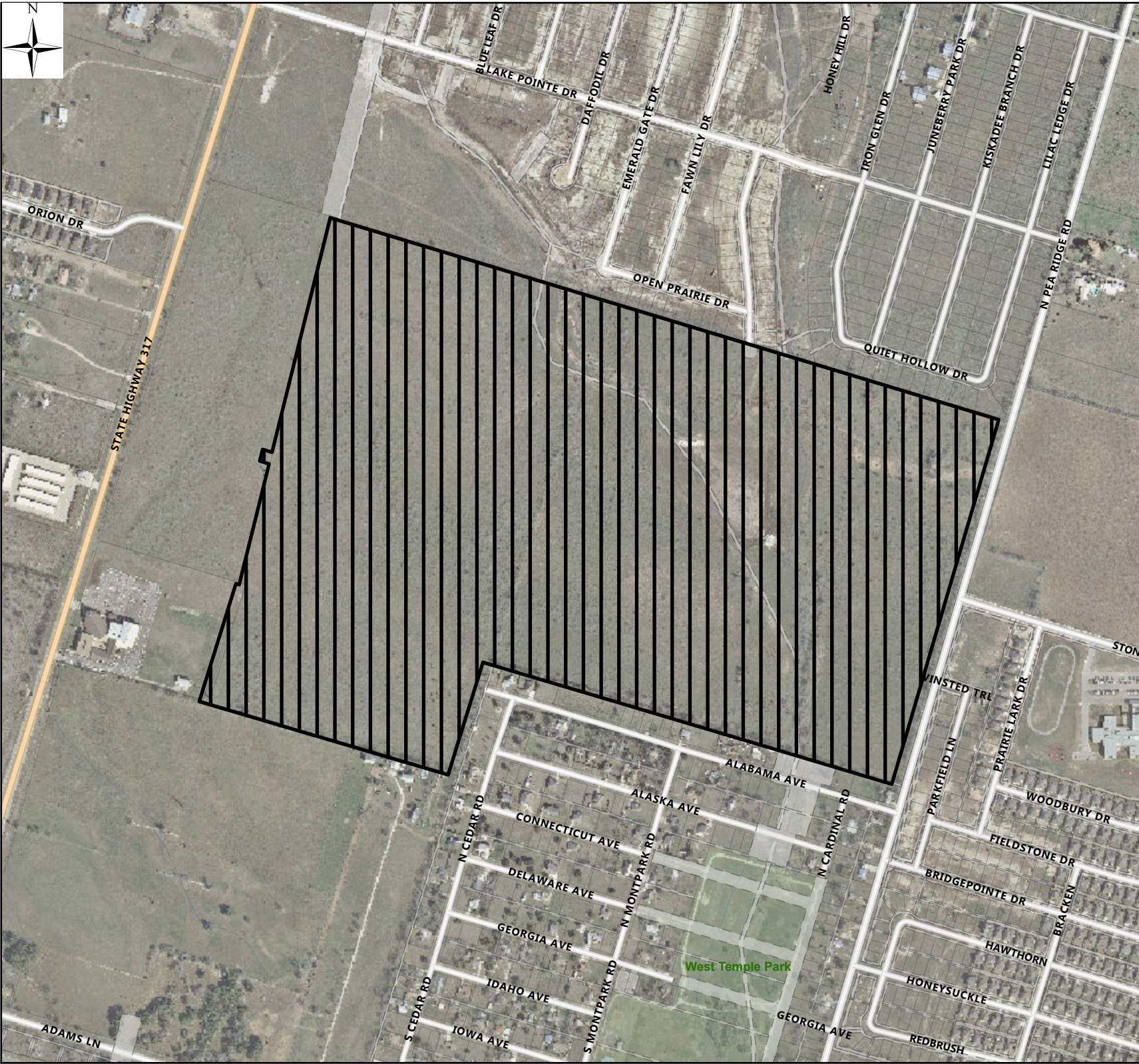
Production.SDE.Easement

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.

Irbarrett  
Date: 7/17/2018







AG TO SF-2

## AERIAL MAP

Zoning Case :  
FY-18-10-ZC

Address :  
914 N PEA RIDGE

### Transportation

- Streets
- MAJOR ARTERIAL
  - COLLECTOR
  - LOCAL STREET
  - MINOR ARTERIAL
- Temple Municipal Boundary

### Parcel Features

- Parcels
- Production.SDE.Easement

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Irbarrett  
Date: 7/17/2018







AG TO SF-2

# THOROUGHFARE AND TRAILS MAP

Zoning Case :  
FY-18-10-ZC

Address :  
914 N PEA RIDGE

## Parcel Features

Parcels

## Thoroughfare Plan

- Expressway
- Major Arterial
- Proposed Major Arterial
- Minor Arterial
- Proposed Minor Arterial
- Collector
- Proposed Collector

## Trails Master Plan

- EXISTING, CITY WIDE SPINE
- EXISTING, COMMUNITY WIDE CONNECTOR
- EXISTING, LOCAL CONNECTOR
- PROPOSED, CITY WIDE SPINE
- PROPOSED, COMMUNITY WIDE CONNECTOR
- PROPOSED, LOCAL CONNECTOR

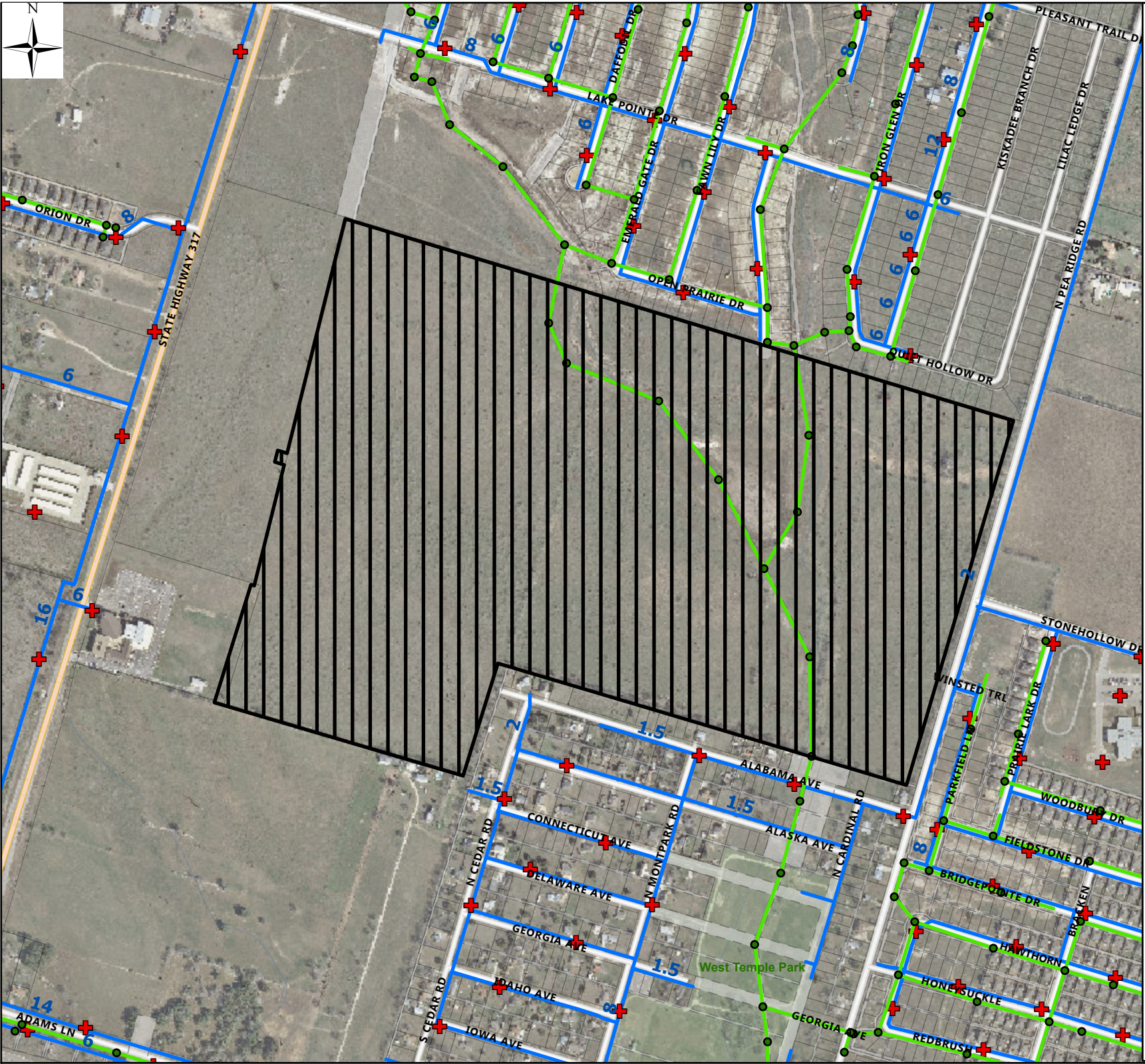
GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Irbarrett

Date: 7/17/2018







AG TO SF-2

# UTILITY MAP

Zoning Case :  
FY-18-10-ZC

Address :  
914 N PEA RIDGE

- Sewer
- Manhole
  - Gravity Main
- WaterDistribution
- ✚ Hydrant
  - Main
- Parcel Features
- ▭ Parcels
  - ▭ Production.SDE.Easement

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Irbarrett  
Date: 7/17/2018







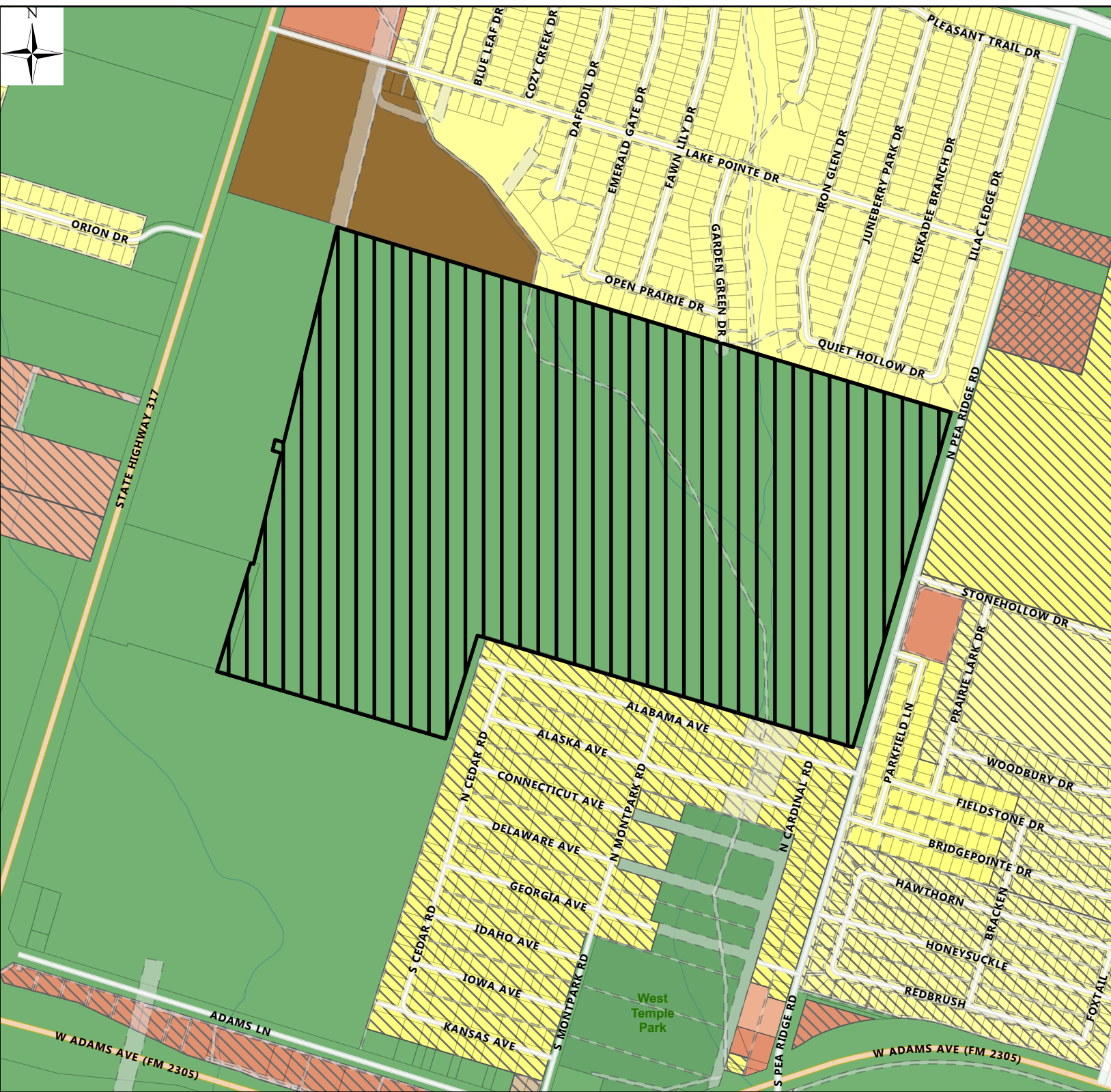
AG TO SF-2  
200'  
NOTIFICATION MAP

Zoning Case :  
FY-18-10-ZC  
Address :  
914 N Pea Ridge

- Current Zoning
- |                |                           |
|----------------|---------------------------|
| HI - CUP       | CA                        |
| UE             | CA - CUP                  |
| UE - PD        | CA - PD                   |
| SF-1           | C                         |
| SF-1 - CUP     | C - CUP                   |
| SF-1 - PD      | C - PD                    |
| SF-2           | C - CUP, PD               |
| SF-2 - PD      | LI                        |
| SF-3           | LI - CUP                  |
| SF-3 - PD      | LI - PD                   |
| SF-3 - CUP, PD | LI - CUP, PD              |
| SFA            | HI                        |
| SFA-2          | HI - PD                   |
| SFA-2 - PD     | AG                        |
| SFA-3          | AG - CUP                  |
| SFA-3 - PD     | MH                        |
| 2F             | MH - CUP                  |
| 2F - CUP       | MH - PD                   |
| 2F - PD        | MU                        |
| MF-1           | MU - CUP                  |
| MF-1 - CUP     | SD-C                      |
| MF-1 - PD      | SD-C - CUP                |
| MF-2           | SD-H                      |
| MF-2 - CUP     | SD-H - CUP                |
| MF-2 - PD      | SD-T                      |
| MF-3           | SD-V                      |
| O-1            | T4                        |
| O-1 - CUP      | T4 - PD                   |
| O-1 - PD       | T4 - CUP                  |
| O-2            | TS-C                      |
| O-2 - CUP      | TS-C - CUP                |
| O-2 - PD       | TS-C - PD                 |
| NS             | TS-E                      |
| NS - CUP       | TS-E - CUP                |
| NS - PD        | TS-E - PD                 |
| GR             | CUP                       |
| GR - CUP       | PD                        |
| GR - PD        | Production, SDE, Easement |
| GR - CUP, PD   |                           |

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Irbarrett  
Date: 7/17/2018



# Public Notification & Property Owner Notification

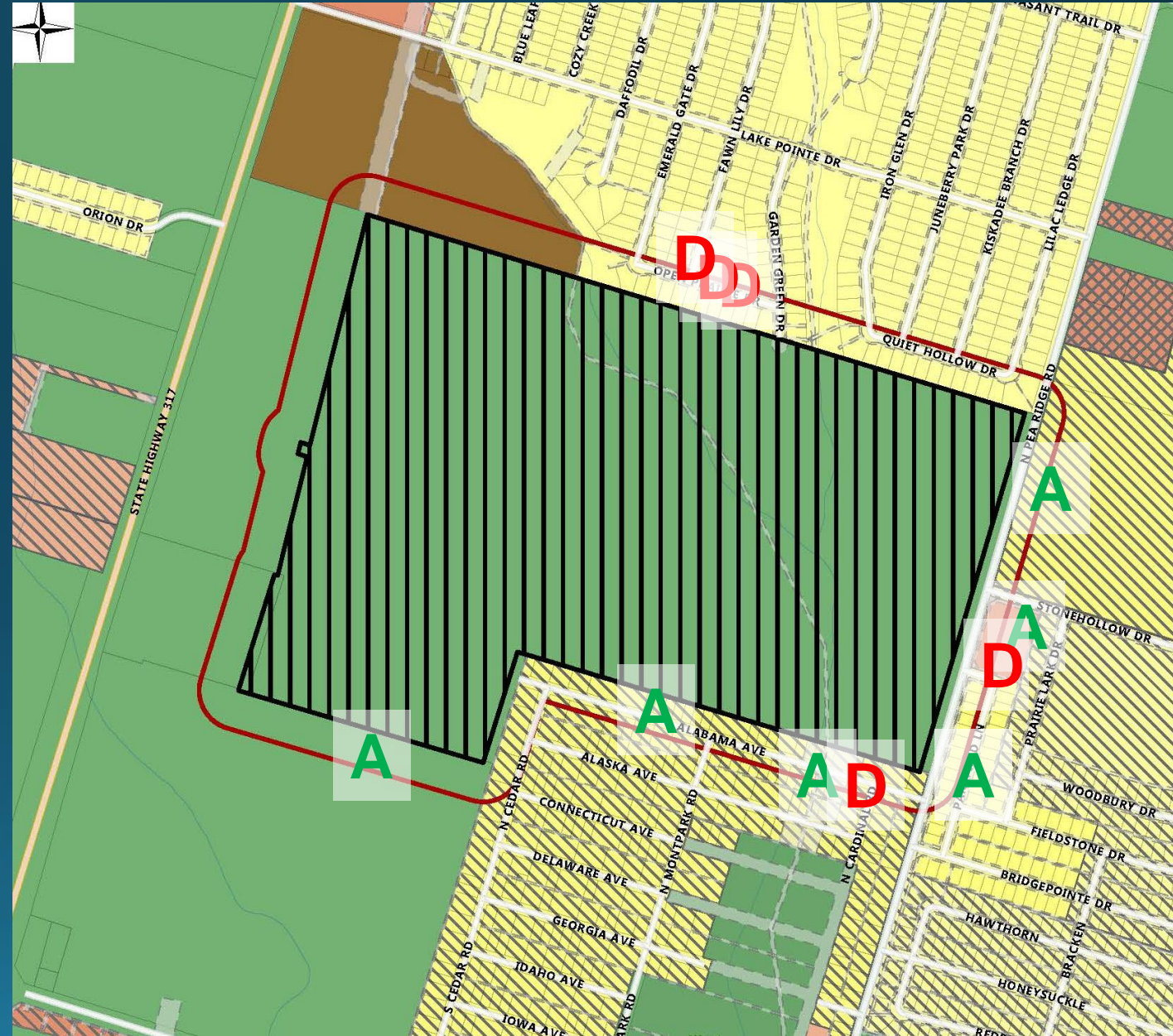
## PUBLIC NOTICE:

**110 Notices Mailed**

**6 Agree**                      **A**

**5 Disagree**                   **D**

- The newspaper printed notice of the public hearing on July 26, 2018, in accordance with state law and local ordinance





TOPOGRAPHIC SURVEY LEGEND

- = IRON ROD FOUND, UNLESS OTHERWISE NOTED
- = 1/2" DIAMETER IRON ROD WITH CAP PLACED, MARKED "YALGO 6200"
- ⊕ = SANITARY SEWER MANHOLE
- DHE — = OVERHEAD ELECTRIC LINE
- UGU = UNDERGROUND UTILITY MARKER
- ⚡ = POWER POLE
- ← = GUY WIRE
- × = FENCE
- W = WATER METER
- WV = WATER VALVE
- ⦿ = FIRE HYDRANT ASSEMBLY

GENERAL NOTES:

- This project is referenced to the Texas State Plane Coordinate System, NAD 1983 datum, Texas Central Zone No. 4203. All distances are grid distances and all bearings are grid bearings. The Combined Correction Factor (CCF) is 0.99985735. Ground distance = Grid distance / CCF. All coordinates can be referenced to Temple City Monument No. 195. Published City coordinates for City Monument No. 195 are N=10369983.78, E.=3225794.45. Reference tie to City Monument No. 195 from the Point of Commencement of this tract is N 15°45'17" E, 4428.02 feet.
- Portions of this tract are shown to be within a Special Flood Hazard Area Zone A, per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas, dated September 26, 2008, panel number 48027C0170E. This surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.
- This survey was performed with the benefit of a title commitment provided by Montith Abstract & Title Company, Inc., Belton, Texas, as an agent for Chicago Title Insurance Company, GF No. 17-4945, effective date - September 18, 2017. Only easements listed on said title commitment and relative to the surface of subject property are shown hereon.
- Interior fencing, temporary buildings, and other items deemed by this surveyor as not related to boundary line determination are not shown hereon.
- This survey was made in accordance with and satisfies the requirements of the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey, and conforms to the current standards promulgated by the Texas Board of Professional Land Surveying.

SURVEYOR'S CERTIFICATE

I, the undersigned, Registered Professional Land Surveyor, in the State of Texas, do hereby certify to the best of my knowledge and belief, that this map is true and correct, that it was prepared from an actual survey of the property made on the ground, and that all boundary survey monuments are correctly shown thereon.

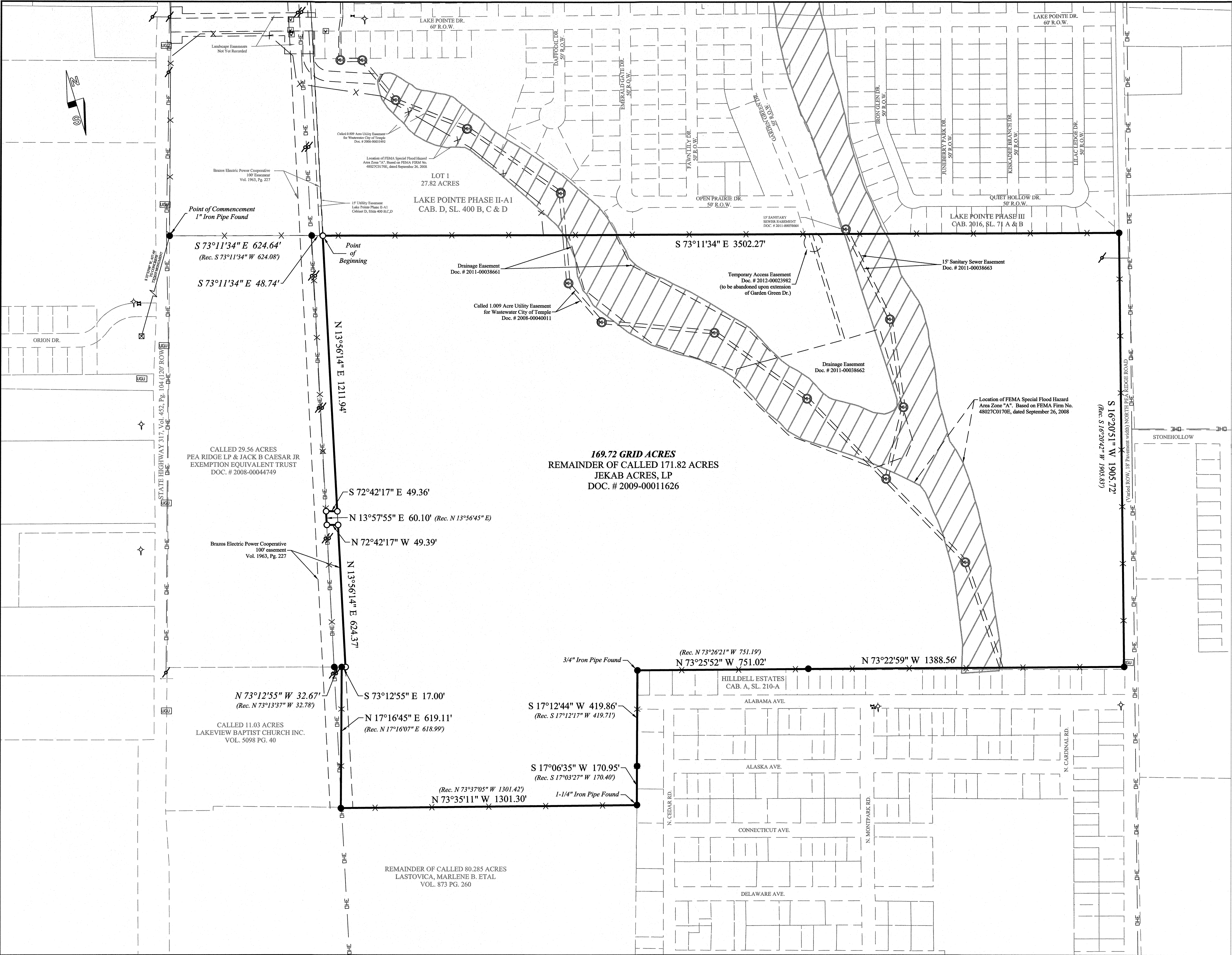
*Luther E. Frobish* 10/27/2017  
Luther E. Frobish  
Registered Professional Land Surveyor  
State of Texas No. 6200

SURVEYOR'S APPROVAL



**Yalgo, LLC**  
3000 Illinois Ave., Suite 100  
Killeen, TX 76543  
PH (254) 953-5353  
FX (254) 953-5057  
Texas Registered  
Engineering Firm F-10264  
Texas Registered  
Surveying Firm 10194095

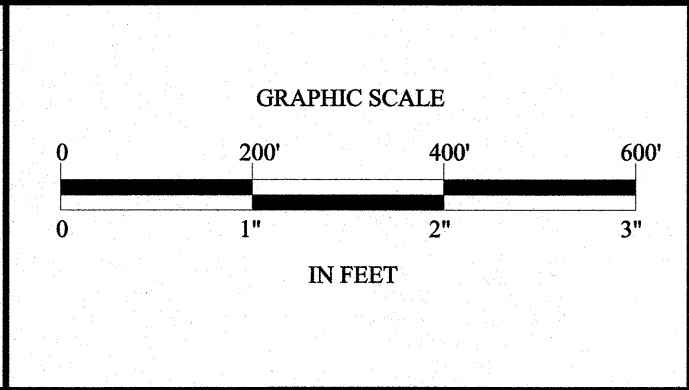
SHEET  
1  
OF  
1



169.72 GRID ACRES  
REMAINDER OF CALLED 171.82 ACRES  
JEKAB ACRES, LP  
DOC. # 2009-00011626

EXHIBIT "D"  
169.72 GRID ACRE TRACT BOUNDARY SURVEY  
CITY OF TEMPLE, BELL COUNTY, TEXAS

REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION
1	ORIGINAL RELEASE	10/25/2017	LEF	TOTAL SIZE: 169.72 GRID ACRES SITUATED IN, AND BEING OUT OF THE B. ROBERTSON SURVEY, ABSTRACT NO. 17, BELL COUNTY, TEXAS.
PROJECT NUMBER: PF-17 JEKAB				CLIENT NAME: W & B DEVELOPMENT
APPROVED BY: JAT				CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW				



BENCHMARK  
TEMPLE CITY MONUMENT NO. 195  
TEXAS STATE PLANE  
COORDINATE SYSTEM, NAD1983  
DATUM, TEXAS CENTRAL ZONE  
NO. 4203  
N: 10369983.78  
E: 3225794.45  
Z: 716.47' (NAVD88-Geoid12B)



TOPOGRAPHIC SURVEY LEGEND

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- GUY WIRE —
- X — = FENCE
- ⊞ = WATER METER
- ⊞ = WATER VALVE
- ⊞ = FIRE HYDRANT ASSEMBLY

GENERAL NOTES:

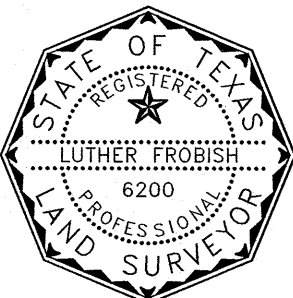
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- No portion of this tract is shown to be within a Special Flood Hazard Area Zone A, per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas, dated September 26, 2008, panel number 48027C0170E. This surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.
- This survey was performed with the benefit of a title commitment provided by Montieth Abstract & Title Company, Inc., Belton, Texas, as an agent for Chicago Title Insurance Company, GF No. 17-4945, effective date - September 18, 2017. Only easements listed on said title commitment and relative to the surface of subject property are shown hereon.
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- This survey was made in accordance with and satisfies the requirements of the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey, and conforms to the current standards promulgated by the Texas Board of Professional Land Surveying.

SURVEYOR'S CERTIFICATE

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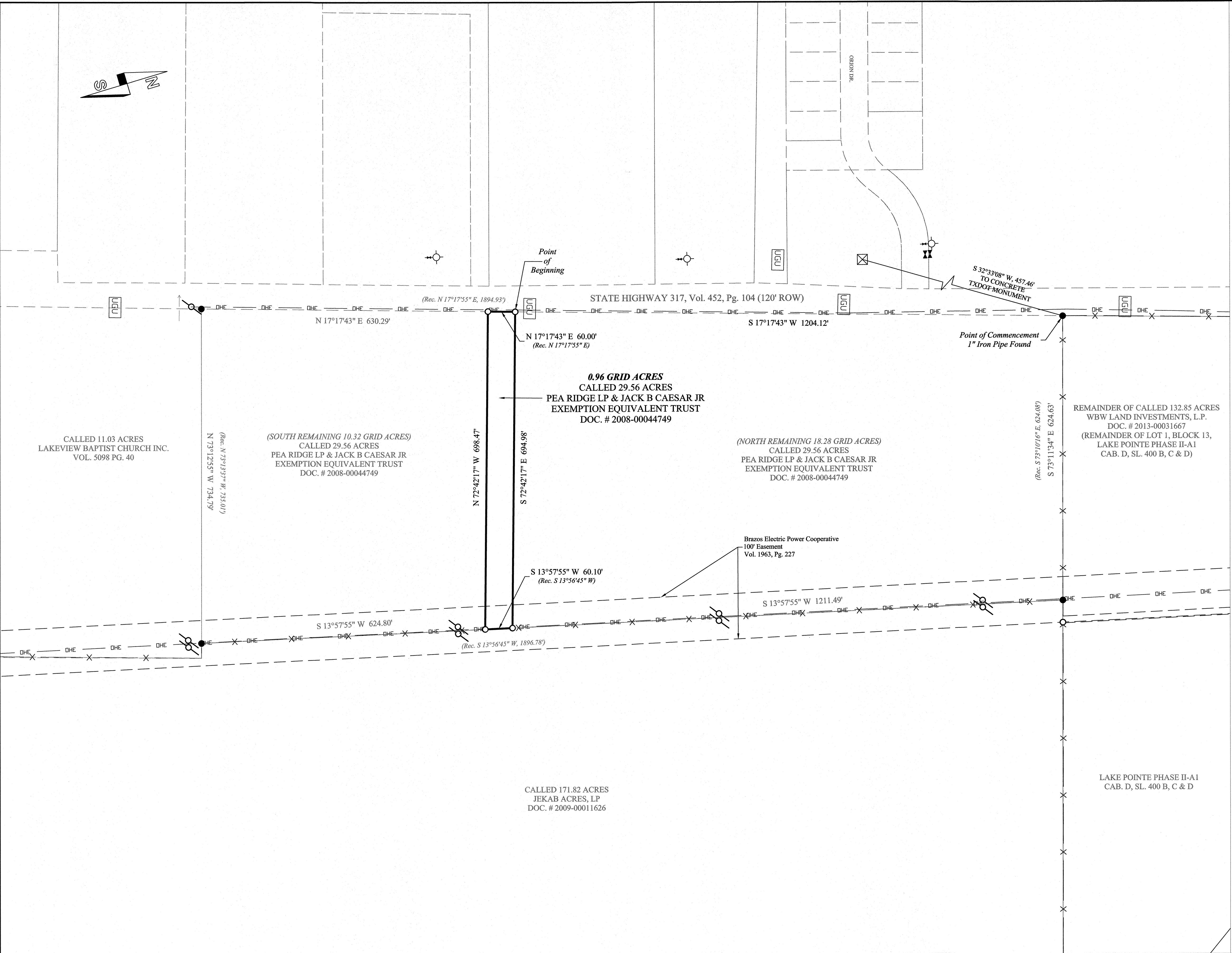
*Luther E. Frobish* 10/27/2017  
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Registered Professional Land Surveyor  
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FX (254) 953-5057  
Texas Registered  
Engineering Firm F-10264  
Texas Registered  
Surveying Firm 10194095

SHEET  
1  
OF  
1



REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK	EXHIBIT "F"	SURVEYOR'S APPROVAL	Yalgo, LLC	SHEET
1	ORIGINAL RELEASE	10/26/2017	LEF	TOTAL SIZE: 0.96 GRID ACRES SITUATED IN, AND BEING OUT OF THE B. ROBERTSON SURVEY, ABSTRACT NO. 17, BELL COUNTY, TEXAS.	TEMPLE CITY MONUMENT NO. 195 TEXAS STATE PLANE COORDINATE SYSTEM, NAD1983 DATUM, TEXAS CENTRAL ZONE NO. 4203 N: 10369983.78 E: 3225794.45 Z: 716.47' (NAVD88-Geoid12B)	0.96 GRID ACRE TRACT BOUNDARY SURVEY CITY OF TEMPLE, BELL COUNTY, TEXAS		3000 Illinois Ave., Suite 100 Killeen, TX 76543 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095	1 OF 1



## SITE PHOTOS



View North along N Pea Ridge







View South along N Pea Ridge



East View of Stone Hollow Drive



View east into Westfield



View into property from SH 317





60 foot right of way strip leading into subject property from SH 317



Rear of Lakewood Baptist Church is adjacent to the subject property along SH317



View to west across SH 317 from near the proposed subdivision entrance



RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

RECEIVED  
AUG 10 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

12361  
BALLOU, WILLIAM E  
8402 ALABAMA AVE  
TEMPLE, TX 76502-5000

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, 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 Road Should have been done  
Along Time ago.

Why Was This Not Done Before All The Homes &  
Schools Were Built Out Here

William E. Ballo

Signature

William E. Ballo

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, [lbarrett@templetx.gov](mailto:lbarrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

**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

RECEIVED  
AUG 01 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

445193  
JOHNSON, CALMONY MEKI ETUX MARGARET ANN NEWBY  
8615 OPEN PRAIRIE DR  
TEMPLE, TX 76502

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, Temple, Texas

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I ( ) agree

☒ disagree with this request

**Comments:**

I purchased this property because I wouldn't have anyone living behind me. The view of the farmland is very peaceful and I enjoy hearing and watching the cows.

M. Johnson

Signature

Margaret Johnson (Newby)

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, [lrbarrett@templetx.gov](mailto:lrbarrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

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RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

445207  
KELLEY, BRIAN EUGENE ETUX JESSICA LAYNE  
1103 EMERALD GATE DR  
TEMPLE, TX 76502

RECEIVED

AUG 06 2018

CITY OF TEMPLE  
PLANNING & DEVELOPMENT

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, Temple, Texas

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I ( ) agree

☒ disagree with this request

**Comments:**

There is a lot of construction in our area currently. We  
also feel it may decrease our property value.

Jessica Kelley  
Signature

Jessica Kelley  
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, [lrbarrett@templetx.gov](mailto:lrbarrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

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**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

**RECEIVED**  
AUG 02 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

445230  
SMALL, JAMES B ETUX MELISSA M  
8614 OPEN PRAIRIE DR  
TEMPLE, TX 76502

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

**Location:** 914 North Pea Ridge Road, Temple, Texas

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I ( ) agree

(X) disagree with this request

**Comments:**

The WATER Pressure is already (reduced) by the Number of additional houses added.  
The area is already experiencing an influx of population growth  
and heavier traffic from the new homes already undergoing  
construction and it makes it hard to get out of neighborhood -  
city needs to improve roads and infrastructure first, i.e. light  
on 317 and fix N Pea Ridge.

James B Small  
Signature

JAMES B SMALL  
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, [lrbartlett@templetx.gov](mailto:lrbartlett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

**City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501**

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

**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**

444111  
MCFARLAND, JAMES D  
524 PARKFIELD LN  
TEMPLE, TX 76502

**RECEIVED**  
AUG 03 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, Temple, Texas

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I ( ) agree

(X) disagree with this request

**Comments:**

ANYONE WOULD DISAGREE WITH THIS REZONING REQUEST. I  
DISAGREE FOR REASONS CONCERNING MY HEALTH. PLEASE REJECT  
THIS ZONING APPLICATION AND LEAVE THE PROPERTY AS IT IS.

**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, [lbarrett@templetx.gov](mailto:lbarrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

Zoning Appl. Number: FY-18-10-ZC

I have lived at my current address for about three years and find the noise levels to be quite loud now. I disagree with this request simply for reasons related to my health. I could give you several reasons not to change the zoning ordinance, but I cannot compete with the money from a big business developer. I can only request the zoning ordinance remain as is.

Thank you

James D McFarland  
524 Parkfield Lane  
Temple, Tx 76502

RECEIVED  
AD 03 112  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT



**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

68891  
MAIS, E G  
PO BOX 2733  
UNIVERSAL CITY, TX 78148-1733

**RECEIVED**

AUG 02 2018

CITY OF TEMPLE  
PLANNING & DEVELOPMENT

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, 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, [lrbarrrett@templetx.gov](mailto:lrbarrrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

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Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501**

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

**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**

444097  
KIELLA DEVELOPMENT INC  
PO BOX 1344  
TEMPLE, TX 76503-1344

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

**Location:** 914 North Pea Ridge Road, 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, [lrbarrrett@templetx.gov](mailto:lrbarrrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

**City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501**

**RECEIVED**  
JUL 31 2018  
City of Temple  
Planning & Development

**Number of Notices Mailed:** 110

**Date Mailed:** July 26, 2018

**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**

454513  
KIELLA LAND INVESTMENTS LTD  
PO BOX 1344  
TEMPLE, TX 76503-1344

**Zoning Application Number: FY-18-10-ZC**

**Case Manager: Lynn Barrett**

Location: 914 North Pea Ridge Road, 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**

Scott Kiella

**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, [lrbartlett@templetx.gov](mailto:lrbartlett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

**City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501**

**RECEIVED**

**JUL 31 2018**

City of Temple  
Planning & Development

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

**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**

97384  
HOMEBUILDERS INC C/O REID, ROY  
12435 FM 2305 UNIT B  
BELTON, TX 76513-5488

**RECEIVED**  
AUG 06 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, 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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Roy Reid  
Signature

Roy Reid  
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, [lbarrett@templetx.gov](mailto:lbarrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

***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**

**RECEIVED**  
JUL 30 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

444105  
POSVAR LLC  
13053 BLACKBERRY RD  
SALADO, TX 76571-6095

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, 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, [lrbarrrett@templetx.gov](mailto:lrbarrrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

**City of Temple  
Planning Department  
2 North Main Street, Suite 102  
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Number of Notices Mailed: 110

Date Mailed: July 26, 2018

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RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE

RECEIVED

AUG 06 2018

CITY OF TEMPLE  
PLANNING & DEVELOPMENT

63067  
LASTOVICA, MARLENE B ETAL  
8850 ADAMS LN  
TEMPLE, TX 76502-5160

**Zoning Application Number:** FY-18-10-ZC

**Case Manager:** Lynn Barrett

Location: 914 North Pea Ridge Road, 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:**

Welcome I sincerely hope Josh Welch  
on behalf of WBW Development realizes this  
is a working Reg. Angus farm since  
1963. Had Bless no problem with Hellbark Estate  
I foresee no problem with WBW.

Marlene B. Lastovica  
Signature

Marlene B. Lastovica  
Print Name

Don't do E-mail

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, [lrbarrrett@templetx.gov](mailto:lrbarrrett@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **August 6, 2018**.

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Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 110

Date Mailed: July 26, 2018

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



**EXCERPTS FROM THE**  
**PLANNING & ZONING COMMISSION MEETING**  
**MONDAY, JULY 16, 2018**

**ACTION ITEMS:**

**Item 2:** [FY-18-10-ZC](#) – Hold a public hearing to discuss and recommend action for a rezoning from Agricultural (AG) zoning district to Single Family Two (SF-2) on 169.72+/- acres, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, addressed as 914 North Pea Ridge.

Ms. Lynn Barrett, Assistant Director of Planning, stated this item is a rezoning case for the second phase of Lake Pointe Subdivision by developer WBW. City Council first reading is scheduled for September 6, 2018 and second reading is scheduled for September 20, 2018.

Aerial map shown. Subject property is located north of West Adams and close to State Highway (SH) 317 with Lake Pointe Subdivision to the north and Westfield to the east.

Map of subject area shown and located in Belton Independent School District (ISD). There is a 60-foot right-of-way strip for access to SH 317 but is not part of this zoning case.

Survey shown indicates a flood plain running through the property and into the existing Lake Pointe Subdivision.

Zoning map shown.

The Future Land Use Map designates the property as Suburban Residential area intended for single family development and supports SF-1 and SF-2 zoning with a small strip as Suburban Commercial on the west side and a block of Suburban Commercial on the east side. Suburban Commercial does support Suburban character and the request is in compliance.

Water and sewer is available to serve the property.

Thoroughfare Plan and Trails Map shown. SH 317, designated as an Arterial, does not impact rezoning; however, the property will have access to it and it is the subject of recent TXDOT widening. North Pea Ridge is designated as a Collector and has scheduled TCIP improvements in the near future. External and internal sidewalks will be addressed with DRC during the platting stage. Internal and external connecting trails are proposed by the developer. Staff finds the plan in compliance.

Site Photos shown.

Unified Development Code (UDC) Standards Table shown comparing AG zoning and proposed SF-2 zoning.

UDC Allowed Uses (non-inclusive) for SF-2 shown.

One hundred and ten notices were mailed in accordance with all state and local regulations with six responses returned in agreement and four responses returned in disagreement.

Staff recommends approval of request for a rezoning of the subject property from AG District to SF-2 District.

Chair Fettig asked if TXDOT has approved the outlet on SH 317. Ms. Barrett replied she did not have that information at this time.

Chair Fettig opened the public hearing.

Mr. Tyler Freese, 3000 Illinois Avenue, Killeen, Texas, an engineer representing developer, stated TXDOT has given only verbal approval of the inlet/outlet area in question on SH 317.

There being no further speakers, the public hearing was closed.

Commissioner Castillo made a motion to approve Item 2, **FY-18-10-ZC**, per staff recommendation, and Commissioner Crisp made a second.

*Motion passed: (8:0)*

Commissioner Ward absent

ORDINANCE NO. 2018-4929  
(FY-18-10-ZC)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL ZONING DISTRICT TO SINGLE FAMILY TWO ZONING DISTRICT ON APPROXIMATELY 169.72 ACRES, SITUATED IN THE BALDWIN ROBERTSON SURVEY, ABSTRACT NO. 17, BELL COUNTY, TEXAS, AND ADDRESSED AS 914 NORTH PEA RIDGE ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

**Part 1: 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 Single Family Two zoning district on approximately 169.72 acres, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, addressed as 914 North Pea Ridge Road, 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.



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(X)  
Consent Agenda  
Page 1 of 1

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

Kayla Landeros, City Attorney  
Mitch Randles, Fire Chief

**ITEM DESCRIPTION:** SECOND READING: Consider adopting an ordinance authorizing a five-year franchise with Scott & White EMS, Inc., to provide non-emergency ambulance transfer services within the City.

**STAFF RECOMMENDATION:** Conduct public hearing and adopt ordinance as presented in item description on second and final reading.

**ITEM SUMMARY:** Scott & White EMS, Inc. is operating a non-emergency ambulance transfer service in the City under a current franchise agreement that was authorized by Council in 2013. That franchise agreement will expire on September 30, 2018. Scott & White EMS has asked for a renewal to the agreement so that it may continue operating within the City.

Scott & White EMS has submitted the necessary paperwork requesting renewal of the franchise and a copy of the paperwork is attached to this Memorandum. Staff recommends authorizing a five-year renewal. Five years is the normal franchise term pursuant to Chapter 5 of the City's Code of Ordinances. The commencement date for the renewal agreement will be October 1, 2018 and the expiration date will be September 30, 2023.

**FISCAL IMPACT:** By ordinance, non-emergency ambulance transfer services franchisees pay the City 3½ % of the total amount billed per year. In the most recent full reported year (FY 2017), Scott & White EMS paid the City \$66,626.79 in non-emergency ambulance transfer service franchise fees.

**ATTACHMENTS:**

[Franchise Renewal Request Letter](#)  
[Resolution](#)

Ms. Landeros,

Please accept this letter as the application for renewal of non-emergency ambulance franchise for Scott & White EMS.

1. The applicant, including its board member, has not been convicted of a felony or of a misdemeanor involving moral turpitude within the last ten (10) years.
2. The applicant has obtained liability insurance in accordance with the requirements of this chapter. Liability insurance is attached.
3. Vehicle description;

2017	Dodge	Frasier	Type I	BLS w/ MICU
2016	Dodge	Frasier	Type I	BLS w/ MICU
2016	Dodge	Frasier	Type I	BLS w/ MICU
2016	Dodge	Frasier	Type I	BLS w/ MICU
2013	Chevy	Wheeled Coach	Type III	BLS w/ MICU
2013	Chevy	Wheeled Coach	Type III	BLS w/ MICU
2013	Chevy	Wheeled Coach	Type III	BLS w/ MICU
2013	Chevy	Wheeled Coach	Type III	BLS w/ MICU

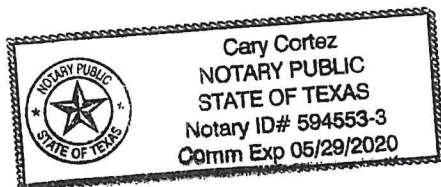
4. Names of all persons having a financial interest in such application and the ambulance service.
  - a. Dr. Keith Stone
  - b. Dr. Glen Couchman
  - c. Ms. Penny Cermak
  - d. Mr. Frank Anderson

I certify that the above information is true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Chuck Pearson  
Scott & White EMS, Inc.

State of Texas  
County of Bell

Cary Cortez  \_\_\_\_\_ Notary Public in and for the State of Texas





# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 18125961 briefly described as FRANCHISE HOLDER OF NON-EMERGENCY AMBULANCE SERVICE CITY OF TEMPLE for SCOTT & WHITE MEMORIAL HOSPITAL, as Principal, in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning June 05, 2018, and ending June 05, 2019, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 13 day of February, 2018.

WESTERN SURETY COMPANY

By Paul T. Brumat  
Paul T. Brumat, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FRANCHISE HOLDER OF NON-EMERGENCY AMBULANCE SERVICE CITY OF TEMPLE  
bond with bond number 18125961  
for SCOTT & WHITE MEMORIAL HOSPITAL  
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 13 day of February, 2018.

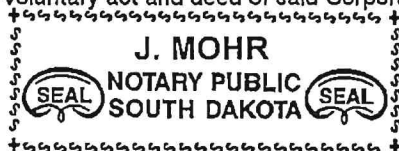
ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 13 day of February, 2018, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016



Figure: 28 TAC 01.601(a)(3)

### IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>ALLIANT INSURANCE SERVICES HOUSTON, LLC</b> <b>5444 Westheimer, Suite 900</b> <b>HOUSTON, TX 77056</b>	<b>CONTACT NAME:</b> Jasina Morris		
	<b>PHONE (A/C, No, Ext):</b> 214.273.3176 <b>FAX (A/C, No):</b>		
	<b>E-MAIL:</b> jmorris@alliant.com		
	<b>ADDRESS:</b>		
	<b>PRODUCER CUSTOMER ID #:</b>		
<b>INSURED</b>  <b>Baylor Scott &amp; White Holdings</b> <b>2401 S 31st Street</b> <b>Temple, TX 76508-0002</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Company		<b>19682</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS/COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY		PROJECT				
<b>A</b>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						
	RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						OTH-ER
	(Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is an additional insured and waiver of subrogation is provided as required by written contract.  
30 day notice of cancellation is provided as required by written contract

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Temple</b> <b>2 North Main Street</b> <b>Temple, TX 76501</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  

ORDINANCE NO: 2018-4930

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, GRANTING A FIVE-YEAR FRANCHISE TO SCOTT & WHITE EMS, INC., TO PROVIDE NON-EMERGENCY AMBULANCE TRANSFER SERVICES WITHIN THE CITY OF TEMPLE, TEXAS; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, Scott & White EMS, Inc. is operating a non-emergency ambulance transfer service in the City under a current franchise agreement that was authorized by Council in 2013;

**Whereas**, that franchise agreement expires on September 30, 2018 and Scott & White EMS, Inc. has asked for a renewal to the agreement so that it may continue operating within the City;

**Whereas**, Scott & White EMS, Inc. has submitted the necessary paperwork requesting renewal of the franchise and Staff recommends Council authorize a five-year renewal to the franchise agreement;

**Whereas**, pursuant to Chapter 5 of the City's Code of Ordinances, five years is the normal franchise term;

**Whereas**, the commencement date for the renewal agreement will be October 1, 2018 and expire September 30, 2023;

**Whereas**, by Ordinance, non-emergency ambulance transfer services franchisees pay the City 3½ percent of the total amount billed per year - in fiscal year 2017, Scott & White EMS, Inc. paid to the City the amount of \$66,626.79 in non-emergency ambulance transfer service franchise fees; and

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

**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 authorizes a five-year renewal of the franchise agreement with Scott & White EMS, Inc to provide non-emergency transfer services within the City of Temple, Texas.

**Part 3:** 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 4: Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

**Part 5: Open Meetings.** 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.

PASSED AND APPROVED on First Reading and Public Hearing on the **6<sup>th</sup>** day of **September**, 2018.

PASSED AND APPROVED on Second Reading on the **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(Y)  
Consent Agenda  
Page 1 of 3

### DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** SECOND READING – Consider adopting an ordinance authorizing an amendment and adopting the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to recognize additional tax increment revenue received from Agreements of Appraised Value on property omitted from the tax roll, allocating expenditures for public improvements for years FY 2018, and to fund a required debt service reserve fund associated with the issuance of 2018 Reinvestment Zone No. 1 Tax Increment Revenue Bonds Series 2018A and Taxable Series 2018B in FY 2018.

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

**ITEM SUMMARY:** Temple Generation I (**Panda I**) and Panda Temple Power II (**Panda II**) applied for Tier III pollution control exemptions with the Texas Commission on Environmental Quality (TCEQ). The TCEQ did not approve the exemption and issued a 'Negative Use Determination'. Panda I and Panda II filed a lawsuit with TCEQ over the applicability of the pollution control exemption. Due to the pending litigation and value of the property associated with the pollution control exemptions, the Chief Appraiser with the Tax Appraisal District of Bell County, (TAD) omitted the appraised value of the Tier III pollution control property from the annual certification of the Tax Roll for Fiscal Year 2016 – 2018 for both Panda I and Panda II.

On June 06, 2018 Panda I entered into a 'Written Agreement of Omitted Property and Appraised Value' with the TAD for three years of property valuation, FY 2016, FY2017, and FY 2018. On June 22, Panda I paid the taxes due per the agreement to the TAD. The increment revenue remitted to the RZ# 1 totaled **\$3,656,728**.

On August 09, 2018, Panda II entered into a 'Written Agreement of Omitted Property and Appraised Value' with the TAD for three years of property valuation, FY 2016, FY2017, and FY 2018. They have agreed to pay the amount due by October 31, 2018. The increment revenue to be remitted to the RZ# 1 totals **\$3,983,555**. The total increment revenue to be recognized from both agreements is **\$7,640,283**.

**Tax Increment Revenue Bonds Series 2018A and Taxable Series 2018B:** On April 18, 2018, The RZ #1 Board of Directors approved a Financing and Project Plan amendment to increase the 2018 proposed bond issue from \$22,000,000 to \$29,000,000 to fund the following projects:

<b>FY 2018</b>	
<b><i>Outer Loop</i></b>	
Outer Loop (IH35 to Wendland) ROW	\$ 500,000
Outer Loop (McLane to Central Point Parkway)	7,250,000
Outer Loop Phase V (Poison Oak to Old Waco Road)	2,820,000
Outer Loop Phase VI (Old Waco Road to I35 South)	3,340,000
East Outer Loop	623,000
<b><i>Downtown</i></b>	
Downtown City Center/Hawn	2,050,000
1st Street from Avenue A to Central Avenue	1,280,000
1st Street Parking Garage	5,000,000
Avenue C from MLK to 24th Street	2,540,000
Santa Fe Plaza Additional Funding for Construction	1,150,000
Santa Fe Plaza - Central Ave Corridor Parking and Enhancement Concept Design	170,000
Santa Fe Plaza - Parking Enhancement - 11th to 9th	155,000
<b><i>Temple Industrial Park</i></b>	
Rail Backage Road (E-W) {Design}	450,000
Milling & Overlay Industrial Blvd	650,000
<b><i>TMED-</i></b> 31st Street Monumentation Construction	450,000
<b><i>Airport Park</i></b>	
Draughon-Miller Regional Airport FBO Center & Parking Design	440,000
Corporate Hangar Phase IV Design	132,000
<b>Total Bond Projects \$ 29,000,000</b>	

On May 17, 2018, City Council approved an ordinance outlining the provisions for a ‘financing program’ to issue the above referenced Tax Increment Revenues Bonds. The ordinance includes provisions to fund a Reserve Fund **only if** net revenues for any fiscal year are less than 1.25 times the average annual debt service requirements. This is often referred to as a ‘Springing Reserve Fund’.

After subsequent market analysis and discussions with the City’s Financial Advisors and Bond Counsel, it is Staff’s recommendation to fund a reserve fund with available cash on hand on the date of initial delivery of the bonds. The reserve fund will be maintained for the life of the bonds. Funding the reserve fund by this method versus utilizing the ‘Springing Reserve Fund’ will serve as a credit enhancement for the bonds which will assist in achieving more advantageous borrowing cost. The amount of the reserve fund will be equal to the maximum annual debt service requirements of the bonds. The maximum annual debt service amount is estimated to be \$2,600,000.

The revised schedule for delivery of funds for the bonds is September 27, 2018.


The Reinvestment Zone No. 1 Project Committee met on August 8<sup>th</sup> to recommend changes to the Financing and Project Plans. The proposed amendment allocates funding for the projects as shown below:

- Reallocation of \$50,000 from the Santa Fe Market to the Santa Fe Plaza – This will fund the change order to Emerson Construction for additional work.

- Allocation of \$125,000 for 3<sup>rd</sup> Street Corridor Enhancement - This project will fund streetscape improvements for the new location of the United Way.
- Allocation of \$60,000 for the East/West Gateway Design – This project will fund the concept design of the area in TxDOT rights-of-way between Central Avenue and Adams Avenue at Interstate 35 for gateway features and landscape amenities in conjunction with improvements on Interstate 35.
- Allocation of \$1,500,000 for land acquisition – This will provide funding for land acquisition in along North 31<sup>st</sup> Street.

The Reinvestment Zone No. 1 Board met on August 29, 2018 and approved the amendment.

**FISCAL IMPACT:** The proposed amendment allocates funding within the FY 2018 Financing and Project Plans as shown below:

Line #	Description	
4	Tax Revenues - Panda I	\$ 3,656,728
4	Tax Revenues - Panda II	\$ 3,983,555
2A	Debt Service Reserve Fund-Tax Increment Revenue Bonds, Series 2018A	\$ (2,075,000)
2B	Debt Service Reserve Fund-Tax Increment Taxable Revenue Bonds, Series 2018B	\$ (525,000)
404	Santa Fe Plaza	\$ 50,000
407	Santa Fe Market	\$ (50,000)
417	3rd Street Corridor Enhancement	\$ (125,000)
602	East/West Gateway Design	\$ (60,000)
603	Land Acquisition	\$ (1,500,000)
Net increase in fund balance 		<b>\$ 3,355,283</b>

The net increase in fund balance of \$3,355,283. As mentioned above, the reserve fund is required to be funded on the date of initial delivery of the bonds which is planned for September 27, 2018. This is prior to the end of the fiscal year, therefore, current year available funding from the additional tax increment revenue was allocated to fund the reserve fund. Available Fund Balance exist in FY 2019 to 'backfill' the current revenues allocated to fund the reserve fund in FY 2018.

**ATTACHMENTS:**

[Financing Plan](#)  
[Summary Financing Plan with Detailed Project Plan](#)  
[Budget Adjustment](#)  
[Ordinance](#)

FINANCING PLAN  
Page 1 of 5

	DESCRIPTION	Y/E 9/30/18 Year 36	Y/E 9/30/19 Year 37	Y/E 9/30/20 Year 38	Y/E 9/30/21 Year 39	Y/E 9/30/22 Year 40	2023 41	2024 42	2025 43
1	"Taxable Increment"	\$ 426,069,294	\$ 415,287,167	\$ 409,874,095	\$ 397,412,766	\$ 426,871,090	\$ 430,495,341	\$ 473,225,671	\$ 510,957,928
1	FUND BALANCE, Begin	\$ 20,539,894	\$ 4,713,478	\$ 10,161,475	\$ 13,081,784	\$ 20,185,308	\$ 12,421,800	\$ 5,676,352	\$ 5,775,691
2A	Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018A	(2,075,000)	-	-	-	-	-	-	-
2B	Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2018B	(525,000)	-	-	-	-	-	-	-
3	Fund Balance Available for Appropriation	\$ 17,939,894	\$ 4,713,478	\$ 10,161,475	\$ 13,081,784	\$ 20,185,308	\$ 12,421,800	\$ 5,676,352	\$ 5,775,691
SOURCES OF FUNDS:									
4	Tax Revenues	25,434,278	17,171,851	16,588,792	15,961,146	15,848,781	15,394,809	16,049,463	16,639,966
6	Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(266,910)	(257,578)	(248,832)	(239,417)	(237,732)	(230,922)	(240,742)	(249,599)
8	Interest Income-Other	50,000	40,000	40,000	30,000	10,000	10,000	10,000	10,000
10	Grant Funds	1,170,000	-	-	-	-	-	-	-
12	License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14	Other Revenues	106,600	-	-	-	-	-	-	-
15	Sale of land	600,000	-	-	-	-	-	-	-
17	Bond Proceeds	29,000,000	-	-	-	-	-	-	-
20	Total Sources of Funds	\$ 56,129,968	\$ 16,990,273	\$ 16,415,960	\$ 15,787,729	\$ 15,657,049	\$ 15,209,887	\$ 15,854,721	\$ 16,436,367
25	TOTAL AVAILABLE FOR APPROPRIATION	\$ 74,069,862	\$ 21,703,751	\$ 26,577,435	\$ 28,869,513	\$ 35,842,357	\$ 27,631,687	\$ 21,531,073	\$ 22,212,058
USE OF FUNDS:									
DEBT SERVICE									
27	2009 Bond Refunding	1,488,750	1,485,000	-	-	-	-	-	-
28	2008 Bond Issue-Taxable {\$10.365 mil}	1,241,957	1,241,173	1,237,744	1,241,670	1,242,422	-	-	-
29	Debt Service - 2011A Issue {Refunding}	908,350	915,950	2,497,800	2,497,550	2,494,950	-	-	-
30	Debt Service - 2012 Issue {Refunding}	79,600	77,650	80,050	77,250	78,750	-	-	-
31	Debt Service - 2013 Issue {\$25.260 mil}	2,047,694	2,048,344	2,047,944	2,046,494	2,031,494	2,030,094	2,026,694	2,038,413
32	Debt Service - 2018 Issue {\$29 mil}	-	2,129,596	1,746,550	1,434,300	1,385,900	2,338,700	2,340,700	2,340,700
35	Paying Agent Services	1,700	1,700	1,700	1,700	1,700	1,200	1,200	1,200
40	Subtotal-Debt Service	5,768,051	7,899,413	7,611,788	7,298,964	7,235,216	4,369,994	4,368,594	4,380,313
OPERATING EXPENDITURES									
50	Prof Svcs/Proj Mgmt	102,454	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52	Legal/Audit	1,300	1,300	1,300	1,300	1,400	1,400	1,400	1,400
54	Zone Park Maintenance [mowing, utilities, botanical supplies]	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000
56	Rail Maintenance	112,100	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58	Road/Signage Maintenance	200,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60	Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62	TISD-Reimbursement [per contract]	27,563	27,563	27,563	28,941	28,941	28,941	30,388	30,388
65	Subtotal-Operating Expenditures	973,417	933,863	933,863	935,241	935,341	935,341	936,788	936,788
70	TOTAL DEBT & OPERATING EXPENDITURES	\$ 6,741,468	\$ 8,833,276	\$ 8,545,651	\$ 8,234,205	\$ 8,170,557	\$ 5,305,335	\$ 5,305,382	\$ 5,317,101
80	Funds Available for Projects	\$ 67,328,394	\$ 12,870,475	\$ 18,031,784	\$ 20,635,308	\$ 27,671,800	\$ 22,326,352	\$ 16,225,691	\$ 16,894,957
PROJECTS									
150	Temple Industrial Park	1,121,920	-	-	-	-	-	-	-
200	Corporate Campus Park	907,813	250,000	-	-	-	-	-	-
250	Bioscience Park/Crossroads Park	3,191,551	-	-	-	-	-	-	-
350	Outer Loop	19,485,419	-	-	-	14,800,000	11,700,000	-	-
400	Synergy Park	46,846	750,000	-	-	-	-	-	-
450	Downtown	30,383,112	725,000	450,000	450,000	450,000	450,000	450,000	450,000
500	TMED	3,229,192	300,000	4,500,000	-	-	-	-	-
550	Airport Park	2,477,063	584,000	-	-	-	-	-	-
650	Gateway Projects	1,772,000	100,000	-	-	-	-	-	-
750	Public Improvements	-	-	-	-	-	4,500,000	10,000,000	10,500,000
	Subtotal-Projects	62,614,916	2,709,000	4,950,000	450,000	15,250,000	16,650,000	10,450,000	10,950,000
TOTAL USE OF FUNDS									
		\$ 69,356,384	\$ 11,542,276	\$ 13,495,651	\$ 8,684,205	\$ 23,420,557	\$ 21,955,335	\$ 15,755,382	\$ 16,267,101
800	FUND BALANCE, End {Available for Appropriation}	\$ 4,713,478	\$ 10,161,475	\$ 13,081,784	\$ 20,185,308	\$ 12,421,800	\$ 5,676,352	\$ 5,775,691	\$ 5,944,957



	DESCRIPTION	2026 44	2027 45	2028 46	2029 47	2030 48	2031 49	2032 50
1	"Taxable Increment"	\$ 603,517,507	\$ 632,140,107	\$ 638,461,508	\$ 644,846,123	\$ 651,294,584	\$ 657,807,530	\$ 664,385,606
1	FUND BALANCE, Begin	\$ 5,944,957	\$ 5,639,379	\$ 6,023,272	\$ 6,087,013	\$ 6,332,215	\$ 6,754,111	\$ 6,358,522
2A	Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018A	-	-	-	-	-	-	-
2B	Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2018B	-	-	-	-	-	-	-
3	Fund Balance Available for Appropriation	\$ 5,944,957	\$ 5,639,379	\$ 6,023,272	\$ 6,087,013	\$ 6,332,215	\$ 6,754,111	\$ 6,358,522
SOURCES OF FUNDS:								
4	Tax Revenues	17,945,912	18,402,247	18,586,255	18,772,103	18,959,809	19,149,392	19,340,871
6	Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(269,189)	(276,034)	(278,794)	(281,582)	(284,397)	(287,241)	(290,113)
8	Interest Income-Other	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10	Grant Funds	-	-	-	-	-	-	-
12	License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14	Other Revenues	-	-	-	-	-	-	-
15	Sale of land	-	-	-	-	-	-	-
17	Bond Proceeds	-	-	-	-	-	-	-
20	Total Sources of Funds	\$ 17,722,723	\$ 18,172,213	\$ 18,353,461	\$ 18,536,521	\$ 18,721,412	\$ 18,908,151	\$ 19,096,758
25	TOTAL AVAILABLE FOR APPROPRIATION	\$ 23,667,680	\$ 23,811,592	\$ 24,376,733	\$ 24,623,535	\$ 25,053,626	\$ 25,662,262	\$ 25,455,280
USE OF FUNDS:								
DEBT SERVICE								
27	2009 Bond Refunding	-	-	-	-	-	-	-
28	2008 Bond Issue-Taxable {\$10.365 mil}	-	-	-	-	-	-	-
29	Debt Service - 2011A Issue {Refunding}	-	-	-	-	-	-	-
30	Debt Service - 2012 Issue {Refunding}	-	-	-	-	-	-	-
31	Debt Service - 2013 Issue {\$25.260 mil}	2,051,613	2,059,113	2,061,713	2,061,713	2,069,113	2,073,513	2,084,913
32	Debt Service - 2018 Issue {\$29 mil}	2,338,700	2,339,700	2,338,500	2,340,100	2,339,300	2,339,125	2,339,213
35	Paying Agent Services	1,200	1,200	1,200	1,200	1,200	1,200	1,200
40	Subtotal-Debt Service	4,391,513	4,400,013	4,401,413	4,403,013	4,409,613	4,413,838	4,425,326
OPERATING EXPENDITURES								
50	Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52	Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54	Zone Park Maintenance [mowing, utilities, botanical supplies]	330,000	330,000	330,000	330,000	330,000	330,000	330,000
56	Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58	Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60	Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62	TISD-Reimbursement [per contract]	30,388	31,907	31,907	31,907	33,502	33,502	33,502
65	Subtotal-Operating Expenditures	936,788	938,307	938,307	938,307	939,902	939,902	939,902
70	TOTAL DEBT & OPERATING EXPENDITURES	\$ 5,328,301	\$ 5,338,320	\$ 5,339,720	\$ 5,341,320	\$ 5,349,515	\$ 5,353,740	\$ 5,365,228
80	Funds Available for Projects	\$ 18,339,379	\$ 18,473,272	\$ 19,037,013	\$ 19,282,215	\$ 19,704,111	\$ 20,308,522	\$ 20,090,052
PROJECTS								
150	Temple Industrial Park	-	-	-	-	-	-	-
200	Corporate Campus Park	-	-	-	-	-	-	-
250	Bioscience Park/Crossroads Park	-	-	-	-	-	-	-
350	Outer Loop	-	-	-	-	-	-	-
400	Synergy Park	-	-	-	-	-	-	-
450	Downtown	450,000	450,000	450,000	450,000	450,000	450,000	450,000
500	TMED	-	-	-	-	-	-	-
550	Airport Park	-	-	-	-	-	-	-
650	Gateway Projects	-	-	-	-	-	-	-
750	Public Improvements	12,250,000	12,000,000	12,500,000	12,500,000	12,500,000	13,500,000	13,500,000
	Subtotal-Projects	12,700,000	12,450,000	12,950,000	12,950,000	12,950,000	13,950,000	13,950,000
TOTAL USE OF FUNDS		\$ 18,028,301	\$ 17,788,320	\$ 18,289,720	\$ 18,291,320	\$ 18,299,515	\$ 19,303,740	\$ 19,315,228
800	FUND BALANCE, End {Available for Appropriation}	\$ 5,639,379	\$ 6,023,272	\$ 6,087,013	\$ 6,332,215	\$ 6,754,111	\$ 6,358,522	\$ 6,140,052

	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
DESCRIPTION	51	52	53	54	55	56	57	58	59	60
1 "Taxable Increment"	\$ 671,029,462	\$ 677,739,756	\$ 684,517,154	\$ 691,362,325	\$ 698,275,949	\$ 705,258,708	\$ 712,311,295	\$ 719,434,408	\$ 726,628,752	\$ 733,895,040
1 FUND BALANCE, Begin	\$ 6,140,052	\$ 6,104,575	\$ 6,349,959	\$ 6,294,041	\$ 6,180,604	\$ 6,268,620	\$ 8,905,589	\$ 9,481,293	\$ 9,261,232	\$ 8,747,448
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018A	-	-	-	-	-	2,075,000	-	-	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2018B	-	-	-	-	-	525,000	-	-	-	-
3 Fund Balance Available for Appropriation	\$ 6,140,052	\$ 6,104,575	\$ 6,349,959	\$ 6,294,041	\$ 6,180,604	\$ 8,868,620	\$ 8,905,589	\$ 9,481,293	\$ 9,261,232	\$ 8,747,448
SOURCES OF FUNDS:										
4 Tax Revenues	19,534,265	19,729,593	19,926,875	20,126,129	20,327,375	20,530,634	20,735,926	20,943,271	21,152,689	21,364,201
6 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(293,014)	(295,944)	(298,903)	(301,892)	(304,911)	(307,960)	(311,039)	(314,149)	(317,290)	(320,463)
8 Interest Income-Other	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10 Grant Funds	-	-	-	-	-	-	-	-	-	-
12 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14 Other Revenues	-	-	-	-	-	-	-	-	-	-
15 Sale of land	-	-	-	-	-	-	-	-	-	-
17 Bond Proceeds	-	-	-	-	-	-	-	-	-	-
20 Total Sources of Funds	\$ 19,287,251	\$ 19,479,649	\$ 19,673,972	\$ 19,870,237	\$ 20,068,464	\$ 20,268,674	\$ 20,470,887	\$ 20,675,122	\$ 20,881,399	\$ 21,089,738
25 TOTAL AVAILABLE FOR APPROPRIATION	\$ 25,427,303	\$ 25,584,224	\$ 26,023,931	\$ 26,164,278	\$ 26,249,069	\$ 29,137,294	\$ 29,376,476	\$ 30,156,415	\$ 30,142,631	\$ 29,837,186
USE OF FUNDS:										
DEBT SERVICE										
27 2009 Bond Refunding	-	-	-	-	-	-	-	-	-	-
28 2008 Bond Issue-Taxable {\$10.365 mil}	-	-	-	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue {Refunding}	-	-	-	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue {Refunding}	-	-	-	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue {\$25.260 mil}	2,092,913	-	-	-	-	-	-	-	-	-
32 Debt Service - 2018 Issue {\$29 mil}	2,337,038	2,341,488	2,337,113	2,339,138	2,337,113	2,338,369	-	-	-	-
35 Paying Agent Services	1,200	1,200	1,200	1,200	-	-	-	-	-	-
40 Subtotal-Debt Service	4,431,151	2,342,688	2,338,313	2,340,338	2,337,113	2,338,369	-	-	-	-
OPERATING EXPENDITURES										
50 Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000
56 Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60 Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62 TISD-Reimbursement [per contract]	35,177	35,177	35,177	36,936	36,936	36,936	38,783	38,783	38,783	40,722
65 Subtotal-Operating Expenditures	941,577	941,577	941,577	943,336	943,336	943,336	945,183	945,183	945,183	947,122
70 TOTAL DEBT & OPERATING EXPENDITURES	\$ 5,372,728	\$ 3,284,265	\$ 3,279,890	\$ 3,283,674	\$ 3,280,449	\$ 3,281,705	\$ 945,183	\$ 945,183	\$ 945,183	\$ 947,122
80 Funds Available for Projects	\$ 20,054,575	\$ 22,299,959	\$ 22,744,041	\$ 22,880,604	\$ 22,968,620	\$ 25,855,589	\$ 28,431,293	\$ 29,211,232	\$ 29,197,448	\$ 28,890,064
PROJECTS										
150 Temple Industrial Park	-	-	-	-	-	-	-	-	-	-
200 Corporate Campus Park	-	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	-	-	-	-	-	-	-	-	-	-
350 Outer Loop	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-
450 Downtown	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
500 TMED	-	-	-	-	-	-	-	-	-	-
550 Airport Park	-	-	-	-	-	-	-	-	-	-
650 Gateway Projects	-	-	-	-	-	-	-	-	-	-
750 Public Improvements	13,500,000	15,500,000	16,000,000	16,250,000	16,250,000	16,500,000	18,500,000	19,500,000	20,000,000	19,500,000
Subtotal-Projects	13,950,000	15,950,000	16,450,000	16,700,000	16,700,000	16,950,000	18,950,000	19,950,000	20,450,000	19,950,000
TOTAL USE OF FUNDS	\$ 19,322,728	\$ 19,234,265	\$ 19,729,890	\$ 19,983,674	\$ 19,980,449	\$ 20,231,705	\$ 19,895,183	\$ 20,895,183	\$ 21,395,183	\$ 20,897,122
800 FUND BALANCE, End {Available for Appropriation}	\$ 6,104,575	\$ 6,349,959	\$ 6,294,041	\$ 6,180,604	\$ 6,268,620	\$ 8,905,589	\$ 9,481,293	\$ 9,261,232	\$ 8,747,448	\$ 8,940,064

	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
DESCRIPTION	61	62	63	64	65	66	67	68	69	70
1 "Taxable Increment"	\$ 741,233,990	\$ 748,646,330	\$ 756,132,793	\$ 763,694,121	\$ 771,331,062	\$ 779,044,373	\$ 786,834,817	\$ 794,703,165	\$ 802,650,197	\$ 810,676,699
1 FUND BALANCE, Begin	\$ 8,940,064	\$ 9,197,343	\$ 9,134,243	\$ 9,250,422	\$ 9,049,730	\$ 9,033,998	\$ 9,202,938	\$ 9,060,556	\$ 9,108,739	\$ 9,347,147
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018A	-	-	-	-	-	-	-	-	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2018B	-	-	-	-	-	-	-	-	-	-
3 Fund Balance Available for Appropriation	\$ 8,940,064	\$ 9,197,343	\$ 9,134,243	\$ 9,250,422	\$ 9,049,730	\$ 9,033,998	\$ 9,202,938	\$ 9,060,556	\$ 9,108,739	\$ 9,347,147
SOURCES OF FUNDS:										
4 Tax Revenues	18,226,905	18,409,159	18,593,236	18,779,153	18,966,930	19,156,585	19,348,136	19,541,603	19,737,004	19,934,359
6 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(273,404)	(276,137)	(278,899)	(281,687)	(284,504)	(287,349)	(290,222)	(293,124)	(296,055)	(299,015)
8 Interest Income-Other	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10 Grant Funds	-	-	-	-	-	-	-	-	-	-
12 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14 Other Revenues	-	-	-	-	-	-	-	-	-	-
15 Sale of land	-	-	-	-	-	-	-	-	-	-
17 Bond Proceeds	-	-	-	-	-	-	-	-	-	-
20 Total Sources of Funds	\$ 17,999,501	\$ 18,179,022	\$ 18,360,337	\$ 18,543,466	\$ 18,728,426	\$ 18,915,236	\$ 19,103,914	\$ 19,294,479	\$ 19,486,949	\$ 19,681,344
25 TOTAL AVAILABLE FOR APPROPRIATION	\$ 26,939,565	\$ 27,376,365	\$ 27,494,580	\$ 27,793,888	\$ 27,778,156	\$ 27,949,234	\$ 28,306,852	\$ 28,355,035	\$ 28,595,688	\$ 29,028,491
USE OF FUNDS:										
DEBT SERVICE										
27 2009 Bond Refunding	-	-	-	-	-	-	-	-	-	-
28 2008 Bond Issue-Taxable {\$10.365 mil}	-	-	-	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue {Refunding}	-	-	-	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue {Refunding}	-	-	-	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue {\$25.260 mil}	-	-	-	-	-	-	-	-	-	-
32 Debt Service - 2018 Issue {\$29 mil}	-	-	-	-	-	-	-	-	-	-
35 Paying Agent Services	-	-	-	-	-	-	-	-	-	-
40 Subtotal-Debt Service	-	-	-	-	-	-	-	-	-	-
OPERATING EXPENDITURES										
50 Prof Svcs/Proj Mgmt	175,100	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
56 Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60 Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62 TISD-Reimbursement [per contract]	40,722	40,722	42,758	42,758	42,758	44,896	44,896	44,896	47,141	47,141
65 Subtotal-Operating Expenditures	792,222	792,122	794,158	794,158	794,158	796,296	796,296	796,296	798,541	798,541
70 TOTAL DEBT & OPERATING EXPENDITURES	\$ 792,222	\$ 792,122	\$ 794,158	\$ 794,158	\$ 794,158	\$ 796,296	\$ 796,296	\$ 796,296	\$ 798,541	\$ 798,541
80 Funds Available for Projects	\$ 26,147,343	\$ 26,584,243	\$ 26,700,422	\$ 26,999,730	\$ 26,983,998	\$ 27,152,938	\$ 27,510,556	\$ 27,558,739	\$ 27,797,147	\$ 28,229,950
PROJECTS										
150 Temple Industrial Park	-	-	-	-	-	-	-	-	-	-
200 Corporate Campus Park	-	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	-	-	-	-	-	-	-	-	-	-
350 Outer Loop	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-
450 Downtown	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
500 TMED	-	-	-	-	-	-	-	-	-	-
550 Airport Park	-	-	-	-	-	-	-	-	-	-
650 Gateway Projects	-	-	-	-	-	-	-	-	-	-
750 Public Improvements	16,500,000	17,000,000	17,000,000	17,500,000	17,500,000	17,500,000	18,000,000	18,000,000	18,000,000	18,500,000
Subtotal-Projects	16,950,000	17,450,000	17,450,000	17,950,000	17,950,000	17,950,000	18,450,000	18,450,000	18,450,000	18,950,000
TOTAL USE OF FUNDS	\$ 17,742,222	\$ 18,242,122	\$ 18,244,158	\$ 18,744,158	\$ 18,744,158	\$ 18,746,296	\$ 19,246,296	\$ 19,246,296	\$ 19,248,541	\$ 19,748,541
800 FUND BALANCE, End {Available for Appropriation}	\$ 9,197,343	\$ 9,134,243	\$ 9,250,422	\$ 9,049,730	\$ 9,033,998	\$ 9,202,938	\$ 9,060,556	\$ 9,108,739	\$ 9,347,147	\$ 9,279,950

	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062
DESCRIPTION	71	72	73	74	75	76	77	78	79	80
1 "Taxable Increment"	\$ 818,783,466	\$ 826,971,300	\$ 835,241,013	\$ 843,593,423	\$ 852,029,358	\$ 860,549,651	\$ 869,155,148	\$ 877,846,699	\$ 886,625,166	\$ 895,491,418
1 FUND BALANCE, Begin	\$ 9,279,950	\$ 8,909,092	\$ 9,234,179	\$ 9,259,551	\$ 9,487,213	\$ 8,916,710	\$ 9,052,561	\$ 9,396,830	\$ 9,449,002	\$ 9,213,781
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018A	-	-	-	-	-	-	-	-	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2018B	-	-	-	-	-	-	-	-	-	-
3 Fund Balance Available for Appropriation	\$ 9,279,950	\$ 8,909,092	\$ 9,234,179	\$ 9,259,551	\$ 9,487,213	\$ 8,916,710	\$ 9,052,561	\$ 9,396,830	\$ 9,449,002	\$ 9,213,781
SOURCES OF FUNDS:										
4 Tax Revenues	20,133,688	20,335,010	20,538,346	20,743,715	20,951,137	21,160,634	21,372,225	21,585,933	21,801,778	22,019,781
6 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(302,005)	(305,025)	(308,075)	(311,156)	(314,267)	(317,410)	(320,583)	(323,789)	(327,027)	(330,297)
8 Interest Income-Other	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10 Grant Funds	-	-	-	-	-	-	-	-	-	-
12 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14 Other Revenues	-	-	-	-	-	-	-	-	-	-
15 Sale of land	-	-	-	-	-	-	-	-	-	-
17 Bond Proceeds	-	-	-	-	-	-	-	-	-	-
20 Total Sources of Funds	\$ 19,877,683	\$ 20,075,985	\$ 20,276,271	\$ 20,478,559	\$ 20,682,870	\$ 20,889,224	\$ 21,097,642	\$ 21,308,144	\$ 21,520,751	\$ 21,735,484
25 TOTAL AVAILABLE FOR APPROPRIATION	\$ 29,157,633	\$ 28,985,077	\$ 29,510,449	\$ 29,738,111	\$ 30,170,083	\$ 29,805,934	\$ 30,150,203	\$ 30,704,974	\$ 30,969,753	\$ 30,949,266
USE OF FUNDS:										
DEBT SERVICE										
27 2009 Bond Refunding	-	-	-	-	-	-	-	-	-	-
28 2008 Bond Issue-Taxable {\$10.365 mil}	-	-	-	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue {Refunding}	-	-	-	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue {Refunding}	-	-	-	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue {\$25.260 mil}	-	-	-	-	-	-	-	-	-	-
32 Debt Service - 2018 Issue {\$29 mil}	-	-	-	-	-	-	-	-	-	-
35 Paying Agent Services	-	-	-	-	-	-	-	-	-	-
40 Subtotal-Debt Service	-	-	-	-	-	-	-	-	-	-
OPERATING EXPENDITURES										
50 Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
56 Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60 Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62 TISD-Reimbursement [per contract]	47,141	49,498	49,498	49,498	51,973	51,973	51,973	54,572	54,572	54,572
65 Subtotal-Operating Expenditures	798,541	800,898	800,898	800,898	803,373	803,373	803,373	805,972	805,972	805,972
70 TOTAL DEBT & OPERATING EXPENDITURES	\$ 798,541	\$ 800,898	\$ 800,898	\$ 800,898	\$ 803,373	\$ 803,373	\$ 803,373	\$ 805,972	\$ 805,972	\$ 805,972
80 Funds Available for Projects	\$ 28,359,092	\$ 28,184,179	\$ 28,709,551	\$ 28,937,213	\$ 29,366,710	\$ 29,002,561	\$ 29,346,830	\$ 29,899,002	\$ 30,163,781	\$ 30,143,294
PROJECTS										
150 Temple Industrial Park	-	-	-	-	-	-	-	-	-	-
200 Corporate Campus Park	-	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	-	-	-	-	-	-	-	-	-	-
350 Outer Loop	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-
450 Downtown	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
500 TMED	-	-	-	-	-	-	-	-	-	-
550 Airport Park	-	-	-	-	-	-	-	-	-	-
650 Gateway Projects	-	-	-	-	-	-	-	-	-	-
750 Public Improvements	19,000,000	18,500,000	19,000,000	19,000,000	20,000,000	19,500,000	19,500,000	20,000,000	20,500,000	23,738,011
Subtotal-Projects	19,450,000	18,950,000	19,450,000	19,450,000	20,450,000	19,950,000	19,950,000	20,450,000	20,950,000	24,188,011
TOTAL USE OF FUNDS	\$ 20,248,541	\$ 19,750,898	\$ 20,250,898	\$ 20,250,898	\$ 21,253,373	\$ 20,753,373	\$ 20,753,373	\$ 21,255,972	\$ 21,755,972	\$ 24,993,983
800 FUND BALANCE, End {Available for Appropriation}	\$ 8,909,092	\$ 9,234,179	\$ 9,259,551	\$ 9,487,213	\$ 8,916,710	\$ 9,052,561	\$ 9,396,830	\$ 9,449,002	\$ 9,213,781	\$ 5,955,283

TIF Reinvestment Zone #1  
Summary Financing Plan with Detailed Project Plan

Project Plan - 08/29/18 - to Zone Board

\$ 29,000,000  
Bond Proceeds

SUMMARY FINANCING PLAN

	2018	2019	2020	2021	2022	2023	2024	2025
1 Beginning Available Fund Balance, Oct 1	\$ 20,539,894	\$ 4,713,478	\$ 10,161,475	\$ 13,081,784	\$ 20,185,308	\$ 12,421,800	\$ 5,676,352	\$ 5,775,691
20 Total Sources of Funds	56,129,968	16,990,273	16,415,960	15,787,729	15,657,049	15,209,887	15,854,721	16,436,367
24 Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018A	(2,075,000)	-	-	-	-	-	-	-
28 Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2018B	(525,000)	-	-	-	-	-	-	-
25 Net Available for Appropriation	74,069,862	21,703,751	26,577,435	28,869,513	35,842,357	27,631,687	21,531,073	22,212,058
50/52 General Administrative Expenditures	103,754	176,300	176,300	176,300	176,400	176,400	176,400	176,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000
56 Rail Maintenance	112,100	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	200,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60 Contractual Payments (TEDC - Marketing)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
62 TISD-Reimbursement [per contract]	27,563	27,563	27,563	28,941	28,941	28,941	30,388	30,388
27 Debt Service - 2009 Issue {Refunding}	1,488,750	1,485,000	-	-	-	-	-	-
28 Debt Service - 2008 Taxable Issue {\$10.365 mil}	1,241,957	1,241,173	1,237,744	1,241,670	1,242,422	-	-	-
29 Debt Service - 2011A Issue {Refunding}	908,350	915,950	2,497,800	2,497,550	2,494,950	-	-	-
30 Debt Service - 2012 Issue {Refunding}	79,600	77,650	80,050	77,250	78,750	-	-	-
31 Debt Service - 2013 Issue {\$25.260 mil}	2,047,694	2,048,344	2,047,944	2,046,494	2,031,494	2,030,094	2,026,694	2,038,413
32 Debt Service - 2018 Issue {\$29 mil}	-	2,129,596	1,746,550	1,434,300	1,385,900	2,338,700	2,340,700	2,340,700
33 Paying Agent Services	1,700	1,700	1,700	1,700	1,700	1,200	1,200	1,200
70 Total Debt & Operating Expenditures	6,741,468	8,833,276	8,545,651	8,234,205	8,170,557	5,305,335	5,305,382	5,317,101
80 Funds Available for Projects	\$ 67,328,394	\$ 12,870,475	\$ 18,031,784	\$ 20,635,308	\$ 27,671,800	\$ 22,326,352	\$ 16,225,691	\$ 16,894,957

PROJECT PLAN

	2018	2019	2020	2021	2022	2023	2024	2025
<b>TEMPLE INDUSTRIAL PARK:</b>								
101 Receiving & Delivery {R&D} Tracks	21,920	-	-	-	-	-	-	-
101 Receiving & Delivery {R&D} Tracks {bond funded}	-	-	-	-	-	-	-	-
102 Rail Backage Road (E-W) GST Tract {bond funded}	450,000	-	-	-	-	-	-	-
103 Rail Backage Road (N-S) GST Tract	-	-	-	-	-	-	-	-
104 Overlay Industrial Blvd	650,000	-	-	-	-	-	-	-
108	-	-	-	-	-	-	-	-
150 Total Industrial Park	1,121,920	-	-	-	-	-	-	-
<b>CORPORATE CAMPUS PARK:</b>								
155 Pepper Creek Trail Hwy 36 to McLane Parkway	157,813	-	-	-	-	-	-	-
156 Corporate Campus Land	750,000	-	-	-	-	-	-	-
157 Mixed Use Master Plan	-	250,000	-	-	-	-	-	-
200 Total Corporate Campus Park	907,813	250,000	-	-	-	-	-	-
<b>BIOSCIENCE PARK/CROSSROADS PARK:</b>								
207 Cross Roads Park @ Pepper Creek Trail	3,191,551	-	-	-	-	-	-	-
250 Total Bio-Science Park	3,191,551	-	-	-	-	-	-	-
<b>OUTER LOOP</b>								
305 Outer Loop (IH 35 to Wendland) STAG grant {Little Elm Sewer}	1,925,000	-	-	-	-	-	-	-
305 Outer Loop (IH 35 to Wendland)	1,224,909	-	-	-	14,800,000	-	-	-
305 Outer Loop (IH 35 to Wendland) {bond funded}	500,000	-	-	-	-	-	-	-
310 Outer Loop (Wendland to McLane Pkwy)	1,010,016	-	-	-	-	11,700,000	-	-
315 Outer Loop (McLane Pkwy to Central Point Pkwy)	398,344	-	-	-	-	-	-	-
315 Outer Loop (McLane Pkwy to Central Point Pkwy) {bond funded}	7,250,000	-	-	-	-	-	-	-
316 Outer Loop Phase V (Poison Oak to Old Waco Road) {bond funded}	2,820,000	-	-	-	-	-	-	-
320 Outer Loop Phase VI (Old Waco Road to I35 South)	394,150	-	-	-	-	-	-	-
320 Outer Loop Phase VI (Old Waco Road to I35 South) {bond funded}	3,340,000	-	-	-	-	-	-	-
321 East Outer Loop {bond funded}	623,000	-	-	-	-	-	-	-
350 Total Research Parkway	19,485,419	-	-	-	14,800,000	11,700,000	-	-
<b>SYNERGY PARK:</b>								
352 Entry Enhancement	46,846	-	-	-	-	-	-	-
354 Land	-	750,000	-	-	-	-	-	-
400 Total Synergy Park	46,846	750,000	-	-	-	-	-	-
<b>DOWNTOWN:</b>								
401 Downtown Improvements {Transformation Team}	362,051	450,000	450,000	450,000	450,000	450,000	450,000	450,000
402 Downtown Electric Master Plan	75,000	-	-	-	-	-	-	-
403 Downtown Lighting	60,000	-	-	-	-	-	-	-
404 Santa Fe Plaza	7,155,977	-	-	-	-	-	-	-
404 Santa Fe Plaza {bond funded}	1,150,000	-	-	-	-	-	-	-
406 Downtown City Center/Hawn {bond funded}	2,050,000	-	-	-	-	-	-	-
406 Downtown City Center/Hawn	150,000	-	-	-	-	-	-	-
407 Santa Fe Market	3,504,084	-	-	-	-	-	-	-
408 MLK Festival Fields	-	-	-	-	-	-	-	-
409 TISD-Obligation per Contract	5,000,000	-	-	-	-	-	-	-
410 1st Street (Avenue B to Central Avenue) and Avenue A (North 3rd to South 2nd)	296,000	-	-	-	-	-	-	-
411 1st Street from Avenue A to Avenue B	1,060,000	-	-	-	-	-	-	-
412 1st Street from Avenue A to Central Avenue {bond funded}	1,280,000	-	-	-	-	-	-	-
413 1st Street Parking Garage {bond funded}	5,000,000	-	-	-	-	-	-	-
414 Avenue C from MLK to 24th Street {bond funded}	2,540,000	-	-	-	-	-	-	-
415 Santa Fe Plaza - Central Ave Corridor Parking and Enhancement Concept Design {bond funded}	170,000	-	-	-	-	-	-	-
416 Santa Fe Plaza - Parking Enhancement - 11th to 9th {bond funded}	155,000	-	-	-	-	-	-	-
417 3rd Street Corridor Enhancement	125,000	-	-	-	-	-	-	-
418 Strategic Investment Zone - Grants	250,000	275,000	-	-	-	-	-	-
450 Total Downtown	30,383,112	725,000	450,000	450,000	450,000	450,000	450,000	450,000
<b>TMED:</b>								
458 Loop 363 Frontage Rd (UPRR to 5th TIRZ portion)	182,935	-	-	-	-	-	-	-
459 31st Street/Loop 363 Improvements	74,800	-	-	-	-	-	-	-
460 31st Street (Loop 363 to Avenue M) and Avenue R (31st to 25th Street) Concept Design	130,000	-	-	-	-	-	-	-
461 31st Street Monumentation {bond funded}	450,000	-	-	-	-	-	-	-
462 Ave U TMED Ave. to 1st Street	362,305	-	-	-	-	-	-	-
465 Friars Creek Trail Amphitheater	-	-	-	-	-	-	-	-
466 Veteran's Memorial Blvd. Phase II	269,602	300,000	4,500,000	-	-	-	-	-
467 1st Street @ Temple College Pedestrian Bridge	-	-	-	-	-	-	-	-
468 TMED South 1st Street	1,759,550	-	-	-	-	-	-	-
500 Total TMED	3,229,192	300,000	4,500,000	-	-	-	-	-
<b>AIRPORT PARK:</b>								
507 Taxiway for Airport	-	-	-	-	-	-	-	-
510 Corporate Hangar Phase III	1,686,063	-	-	-	-	-	-	-
511 Draughon-Miller Regional Airport FBO Center & Parking Visioning	119,000	-	-	-	-	-	-	-
512 Draughon-Miller Regional Airport FBO Center & Parking {bond funded}	440,000	-	-	-	-	-	-	-
513 Corporate Hangar Phase IV {RAMP grant funded}	100,000	-	-	-	-	-	-	-
513 Corporate Hangar Phase IV {bond funded}	132,000	-	-	-	-	-	-	-
514 Clear Area Near Fire Station	-	172,500	-	-	-	-	-	-
515 Repaint Tower	-	172,500	-	-	-	-	-	-
516 Demolition of Old Terminal Building	-	115,000	-	-	-	-	-	-
517 Fence Realignment	-	124,000	-	-	-	-	-	-
550 Total Airport Park	2,477,063	584,000	-	-	-	-	-	-
<b>GATEWAY PROJECTS:</b>								
601 North 31st Street (Nugent to Central) Concept Design	212,000	-	-	-	-	-	-	-
602 East/West IH 35 Gateway	60,000	-	-	-	-	-	-	-
603 Land Acquisition	1,500,000	-	-	-	-	-	-	-
604 Downtown Neighborhoods Overlay	-	100,000	-	-	-	-	-	-
650 Total Gateway Projects	1,772,000	100,000	-	-	-	-	-	-
<b>Public Improvements</b>								
701 Public Improvements	-	-	-	-	-	4,500,000	10,000,000	10,500,000
702 Contingency {bond funded}	-	-	-	-	-	-	-	-
750 Total Public Improvements	-	-	-	-	-	4,500,000	10,000,000	10,500,000
Total Planned Project Expenditures	62,614,916	2,709,000	4,950,000	450,000	15,250,000	16,650,000	10,450,000	10,950,000
800 Available Fund Balance at Year End	\$ 4,713,478	\$ 10,161,475	\$ 13,081,784	\$ 20,185,308	\$ 12,421,800	\$ 5,676,352	\$ 5,775,691	\$ 5,944,957
Reserve for Debt Service - Tax Increment Revenue Bonds, Series 2018A	2,075,000	2,075,000	2,075,000	2,075,000	2,075,000	2,075,000	2,075,000	2,075,000
Reserve for Debt Service - Tax Increment Taxable Revenue Bonds, Series 2018B	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000
Total Fund Balance at Year End	\$ 7,313,478	\$ 12,761,475	\$ 15,681,784	\$ 22,785,308	\$ 15,021,800	\$ 8,276,352	\$ 8,375,691	\$ 8,544,957

## FY 2018

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

To reallocate funds as recommended by the Reinvestment Zone No. 1 Board at its 08.29.18 meeting and as approved on second reading by Council on 09.20.18.

Date	Approved	Disapproved

ORDINANCE NO. 2018-4931

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1 FINANCING AND PROJECT PLANS TO RECOGNIZE ADDITIONAL TAX INCREMENT REVENUE RECEIVED FROM AGREEMENTS OF APPRAISED VALUE ON PROPERTY OMITTED FROM THE TAX ROLL; ALLOCATING EXPENDITURES FOR PUBLIC IMPROVEMENTS FOR FISCAL YEAR 2018 TO FUND A REQUIRED DEBT SERVICE RESERVE FUND ASSOCIATED WITH THE ISSUANCE OF 2018 REINVESTMENT ZONE NO. 1 TAX INCREMENT REVENUE BONDS SERIES 2018A AND TAXABLE SERIES 2018B IN FISCAL YEAR 2018; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; DECLARING FINDINGS OF FACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

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



4320 on the 15<sup>th</sup> day of October, 2009; Ordinance No. 2010-4338 on the 18<sup>th</sup> day of February, 2010; Ordinance No. 2010-4373 on the 19<sup>th</sup> day of August, 2010; Ordinance No. 2010-4405 on November 4, 2010; Ordinance No. 2011-4429 on March 17, 2011; Ordinance No. 2011-4455 on July 21, 2011; Ordinance No. 2011-4477 on October 20, 2011; Ordinance No. 2012-4540 on June 21, 2012; and Ordinance No. 2012-4546 on July 19, 2012; Ordinance No. 2012-4554 on September 20, 2012; Ordinance No. 2012-4566 on November 15, 2012; Ordinance No. 2013-4595 on June 20, 2013; Ordinance No. 2014-4665 on May 15, 2014; Ordinance No. 2014-4676 on July 17, 2014; Ordinance No. 2014-4683 on September 18, 2014; Ordinance No. 2014-4695 on December 18, 2014; Ordinance No. 2015-4705 on April 16, 2015; Ordinance No. 2015-4734 on October 17, 2015; Ordinance No. 2016-4789 on July 21, 2016; Ordinance No. 2016-4809 on October 20, 2016; Ordinance No. 2017-4838 on April 20, 2017; Ordinance No. 2017-4851 on July 20, 2017; Ordinance No. 2017-4871 on October 19, 2017; Ordinance No. 2017-4881 on November 2, 2017; Ordinance No. 2018-4885 on January 18, 2018; Ordinance No. 2018-4908 on May 3, 2018; Ordinance No. 2018-4918 on June 21, 2018; Ordinance No. 2018-4931 on September 20, 2018;

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

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

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

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

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

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

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

**Part 4: Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final

judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

**Part 5: Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

**Part 6: Open Meetings.** 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 Meeting Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **6<sup>th</sup>** day of **September**, 2018.

PASSED AND APPROVED on Second Reading on the **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(Z)  
Consent Agenda  
Page 1 of 1

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

Mitch Randles, Fire Chief

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the submission of Texas Intrastate Fire Mutual Aid System (TIFMAS) grant applications for the request of type three and type six wildland fire apparatuses, in an approximate amount of \$550,000.

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

**ITEM SUMMARY:** The Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Program provides reimbursement grants to career fire departments and combination fire departments who are not eligible for grant assistance under the Rural Volunteer Fire Department Assistance Program. This grant is specified for obtaining Wildland firefighting apparatus and equipment. Temple Fire Rescue will be requesting a Type Three Wildland Engine which is a large four-wheel drive fire engine which is designed to protect homes and other structures in the wildland environment (approximate cost \$350,000). We will also be requesting a Type Six which is a smaller four-wheel drive vehicle which is similar to our current squad apparatus (approximate cost \$200,000). Temple Fire Rescue currently has 32 personnel who would be qualified to operate this equipment and be deployed if the apparatus are received.

Temple Fire & Rescue would also then be qualified to support Federal and State Forest Service personnel on deployments for large wildland fires which require large amounts of mutual aid resources. When deployed on a wildfire mission all of the departments cost would be recoverable by the city which would include personnel costs as well as any needed consumable resources as well as any apparatus or equipment repairs.

Staff also asks that Council authorize the City Manager to execute necessary documents associated with the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Program, upon receiving a grant award.

**FISCAL IMPACT:** If awarded the grant, the City anticipates receiving up to \$550,000 in grant funds. This is a 100% reimbursement funded grant with no City match required.

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM GRANT APPLICATION FOR THE REQUEST OF A TYPE THREE AND TYPE SIX WILDLAND FIRE APPARATUS, IN THE APPROXIMATE AMOUNT OF \$550,000, WITH NO CITY MATCH; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Program provides reimbursement grants to career fire departments and combination fire departments who are not eligible for grant assistance under the Rural Volunteer Fire Department Assistance Program;

**Whereas**, the TIFMAS grant is specifically for obtaining Wildland firefighting apparatus and equipment and Temple Fire and Rescue is requesting a Type Three Wildland Engine which is a large four-wheel drive fire engine designed to protect homes and other structures in the wildland environment;

**Whereas**, also being requested is a Type Six Wildland Engine which is a smaller four-wheel drive vehicle similar to our current squad apparatus;

**Whereas**, Temple Fire and Rescue currently has 32 personnel who would be qualified to operate this equipment and be deployed if the apparatuses are received;

**Whereas**, with receipt of these engines, Temple Fire & Rescue would be qualified to support Federal and State Forest Service personnel on deployments for large wildland fires which require large amounts of mutual aid resources;

**Whereas**, when deployed on a wildfire mission, all of the departmental costs would be recoverable by the City, which would include personnel costs, any needed consumable resources, as well as any apparatus or equipment repairs;

**Whereas**, Staff recommends Council authorize the submission of a grant application to the Texas Intrastate Fire Mutual Aid System, as well as authorize the City Manager to execute necessary documents associated with the TIFMAS grant program, upon receipt of a grant award;

**Whereas**, if awarded the grant, the City anticipates receiving up to \$550,000 in grant funds - this is a 100% reimbursement funded grant with no City match required; 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 City Manager, or her designee, to submit a grant application for the Texas Intrastate Fire Mutual Aid System, for the request of Type Three and Type Six wildland fire apparatuses.

**Part 3:** The City Council authorizes the City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents which may be necessary to apply for this grant and accept any funds that may be received from this grant.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item #6(AA)  
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.

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

The proposed resolution authorizes the City's participation in TML-IRP for the FY18-19 at an estimated annual amount of \$809,528 for property and liability insurance and an estimated annual amount of \$609,111.00 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 \$809,528, or \$793,338 with a 2% pre-pay discount. Since the City does take advantage of the 2% pre-pay discount, the FY 2019 Adopted Budget includes an appropriation of approximately \$800,037 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 \$609,111, or \$596,929 with a 2% pre-pay discount. The FY 2019 Adopted Budget includes an appropriation of \$629,070 for workers' compensation based on the FY 2019 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 2019 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 2019; 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 1981 – the City's experience with TML-IRP has been very positive;

**Whereas**, the City's 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 \$809,528 for property and liability insurance, and an estimated annual amount of \$609,111 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 2019;

**Whereas**, TML-IRP's estimated annual amount for property and liability insurance is \$809,528, or \$793,338 with a 2% pre-pay discount - since the City takes advantage of the 2% pre-pay discount, the fiscal year 2019 adopted budget includes an appropriation of approximately \$800,037 for property and liability insurance;

**Whereas**, TML-IRP's estimated annual amount for workers' compensation insurance is \$609,111, or \$596,929 with a 2% pre-pay discount - the fiscal year 2019 adopted budget includes an appropriation of \$629,070 for workers' compensation based on the FY 2019 budgeted salaries;

**Whereas**, since workers' compensation is prepaid based on estimated salaries calculated by TML-IRP, a true-up will be provided in the spring of 2019 if needed; 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 2019 to provide property, liability and workers' compensation coverage for the City of Temple.

**Part 3:** The City Council authorizes the City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents which may be necessary for the City's continued participation in TML-IRP for fiscal year 2019.

**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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(BB)  
Consent Agenda  
Page 1 of 1

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

Kirk Scopac, Director of Fleet Services

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the rejection of the bids received for retread/repair tires on July 12, 2018.

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

**ITEM SUMMARY:** On July 12, 2018, the City received two bids for the purchase of tire retreading services. Subsequent to the opening of the bids, Fleet Services Staff learned of the availability of enhanced retreading services. Accordingly, Staff approached the low bidder, Southern Tire Mart (STM), regarding a retread program that they offer under a BuyBoard contract whereby in addition to retreading the tires, STM will dismount, perform necessary repairs to the wheel & tire, and remount the retread tire on the wheel. Staff believes that these additional services would be very beneficial by saving Fleet Services technician hours and Solid Waste Truck downtime.

Accordingly, Staff is requesting that Council (1) reject all bids received for retread/repair tires on July 12, 2018, (this Agenda Item) and (2) authorize the use of STM's BuyBoard contract for retreading tires (see other Council Agenda Item Memorandum on this Agenda).

Per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids.

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

**ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, REJECTING ALL BIDS RECEIVED FOR TIRE RETREAD/REPAIR SERVICES RECEIVED ON JULY 12, 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on July 12, 2018, Staff received two bids for the purchase of tire retread/repair services, and subsequent to the opening of the bids, Fleet Services Staff learned of the availability of enhanced retreading services;

**Whereas**, Staff approached the low bidder, Southern Tire Mart (STM), regarding a retread program that they offer under a BuyBoard contract whereby, in addition to retreading the tires, STM will dismount, perform necessary repairs to the wheel & tire, and remount the retread tire on the wheel;

**Whereas**, Staff believes that the additional services offered by STM would be very beneficial to the City, and save Fleet Service technician's hours of work, and vehicle downtime;

**Whereas**, Staff recommends Council reject all bids for retread/repair tires received on July 12, 2018;

**Whereas**, per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids;

**Whereas**, there is no fiscal impact related to this item; 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 bids for tire retread/repair services received on August 23, 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(CC)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the rejection of the one bid received for Telemetry/SCADA Services on July 31, 2018.

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

**ITEM SUMMARY:** On July 31, 2018, the City received one bid for the purchase of as-needed telemetry/supervisory control and data acquisition (SCADA) services. The bid was structured as a best value bid whereby factors in addition to price were considered in the bid evaluation process. Since only one bid was received for the services, Staff reevaluated the technical specifications for the bid, and determined that they thought that competition could be improved by adjustments to the technical specifications and required technician qualifications. Accordingly, Staff is requesting that Council reject the one bid that was received so a new solicitation could be released that more accurately reflects the scope of work and required technician qualifications.

Per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids.

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

### **ATTACHMENTS:**

[Resolution](#)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, REJECTING THE BID RECEIVED FOR TELEMTRY/SCADA SERVICES RECEIVED ON JULY 31, 2018; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, on July 31, 2018, Staff received one bid for the purchase of as-needed telemetry/supervisory control and data acquisition (SCADA) services;

**Whereas**, the bid was structured as a “best value” bid, whereby factors in addition to price were considered in the bid evaluation process - since only one bid was received for the services, Staff reevaluated the technical specifications for the bid, and determined that competition could be improved by adjustments to the technical specifications and required technician qualifications;

**Whereas**, Staff recommends Council reject the one bid received for telemetry/SCADA services so a new solicitation could be released that more accurately reflects the scope of work and required technical qualifications;

**Whereas**, per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids;

**Whereas**, there is no fiscal impact related to this item; 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 bid for telemetry/SCADA services received on July 31, 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 **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, 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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09/20/18  
Item #6(DD)  
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 2017-2018.

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

**ITEM SUMMARY:** This item is to recommend various budget amendments, based on the adopted FY 2017-2018 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

**FISCAL IMPACT:** The total amount of budget amendments is \$1,173,058.

**ATTACHMENTS:**

[Budget Amendments](#)  
[Resolution](#)

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2018 BUDGET**  
September 20, 2018

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-1500-515-1150		Salaries / Separation Pay	\$ 563,015	
110-0000-352-1345		Designated Capital Projects - Unassigned		\$ 563,015
To appropriate funds to cover the additional separation pay for General Fund employees occurring this fiscal year.				
110-2223-522-1119		Salaries / Overtime	\$ 33,112	
110-2230-522-1119		Salaries / Overtime	\$ 187,633	
110-0000-352-1345		Designated Capital Projects - Unallocated		\$ 220,745
To appropriate additional funds to cover shortage in Fire Personnel Services due to overtime.				
110-2370-540-2649		Contracted Services / Landfill Tipping Fees	\$ 37,555	
110-0000-444-2053		Solid Waste / Rolloff		\$ 37,555
110-2330-540-2649		Contracted Services / Landfill Tipping Fees	\$ 7,625	
110-0000-444-1051		Solid Waste / Residential		\$ 7,625
To appropriate anticipated Solid Waste revenue and landfill tipping fees for rolloff and residential customers for the remainder of the fiscal year.				
110-3620-560-2710		Cost of Goods Sold / Jet Fuel	\$ 288,135	
110-0000-446-1016		Fuel Sales / Jet Fuel		\$ 288,135
110-3620-560-2711		Cost of Goods Sold / AvGas	\$ 53,391	
110-0000-446-1011		Fuel Sales / AvGas		\$ 53,391
To appropriate additional revenue and costs of goods sold expenditures related to fuel sales at the Airport.				
364-1100-513-6310	101654	Capital Buildings & Grounds / Buildings & Grounds - City Manage Office Suite & 3rd Floor Hallway Remodel	\$ 1,102	
364-2400-519-6310	101851	Capital Buildings & Grounds / Buildings & Grounds - Facility Services Relocation	\$ 588	
364-4000-555-6310	101481	Capital Buildings & Grounds / Buildings & Grounds - Replace 2nd Floor Carpet at Library		\$ 1,690
364-1100-513-6310	101654	Capital Buildings & Grounds / Buildings & Grounds - City Manage Office Suite & 3rd Floor Hallway Remodel	\$ 902	
364-0000-461-0111		Interest Income / Interest Income		\$ 902
To reallocate Limited Tax Notes project savings and interest income into other projects that are currently underway.				
<b>TOTAL AMENDMENTS</b>			<b>\$ 1,173,058</b>	<b>\$ 1,173,058</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			\$	25,182
Added to Contingency Judgments & Damages from Council Contingency				-
Taken From Judgments & Damages				(25,000)
Net Balance of Judgments & Damages Contingency Account			\$	182
Beginning <b>Compensation</b> Contingency			\$	343,000
Added to Compensation Contingency				-
Taken From Compensation Contingency				(343,000)
Net Balance of Compensation Contingency Account			\$	-
<b>Net Balance Council Contingency</b>			<b>\$</b>	<b>182</b>
Beginning Balance <b>Budget Sweep</b> Contingency			\$	-
Added to Budget Sweep Contingency				-
Taken From Budget Sweep				-
Net Balance of Budget Sweep Contingency Account			\$	-

CITY OF TEMPLE  
BUDGET AMENDMENTS FOR FY 2018 BUDGET  
September 20, 2018

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		WATER & WASTEWATER FUND		
		Beginning <b>Contingency</b> Balance	\$	65,000
		Added to Contingency Sweep Account		-
		Taken From Contingency		(12,084)
		Net Balance of Contingency Account	\$	52,916
		Beginning <b>Compensation</b> Contingency	\$	63,000
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(63,000)
		Net Balance of Compensation Contingency Account	\$	-
		<b>Net Balance Water &amp; Wastewater Fund Contingency</b>	\$	52,916
		HOTEL/MOTEL TAX FUND		
		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	\$	19,000
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(19,000)
		Net Balance of Compensation Contingency Account	\$	-
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>	\$	-
		DRAINAGE FUND		
		Beginning <b>Contingency</b> Balance	\$	807,065
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		(694,864)
		Net Balance of Contingency Account	\$	112,201
		Beginning <b>Compensation</b> Contingency	\$	12,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(12,500)
		Net Balance of Compensation Contingency Account	\$	-
		<b>Net Balance Drainage Fund Contingency</b>	\$	112,201
		FEDERAL/STATE GRANT FUND		
		Beginning <b>Contingency</b> Balance	\$	-
		Carry forward from Prior Year		39,299
		Added to Contingency Sweep Account		6,926
		Taken From Contingency		(37,343)
		<b>Net Balance Federal/State Grant Fund Contingency</b>	\$	8,882

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE  
2017-2018 CITY BUDGET; AND PROVIDING AN OPEN  
MEETINGS CLAUSE.

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**Whereas**, on the 25<sup>th</sup> day of August, 2017, the City Council approved a budget for the 2017-2018 fiscal year; and

**Whereas**, the City Council deems it in the public interest to make certain amendments to the 2017-2018 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 2017-2018 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 20<sup>th</sup> day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18  
Item #7  
Regular Agenda  
Page 1 of 3

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

Mark Baker, Senior Planner

**ITEM DESCRIPTION:** FIRST READING - PUBLIC HEARING - FY-18-11-ZC Consider adopting an ordinance to amend Ordinance 1995-2368 to add 0.49 +/- acres, situated in the Redding Roberts Survey, Abstract No. 692, addressed as 5234 South 31<sup>st</sup> Street, Temple, Texas, to an existing Planned Development-General Retail and authorize rezoning the 0.49 +/- acres from Agricultural district to Planned Development-General Retail.

**STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment with the addition of the 0.49 +/- acres with the following conditions:

1. Conditions as prescribed by Ordinance 1995-2368 are still applicable; and

Staff recommends the addition of the following condition:

2. The Director of Planning, with consultation as needed by the Design Review Committee (DRC), may be authorized to approve minor changes to the development/ site plan for any residential or non-residential development which include but not limited to: drainage considerations, overall lot layout, street configuration and as needed related to exterior building elevations, buffering and screening, in compliance with minimum UDC development standards.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** During their August 20, 2018 meeting, the Planning & Zoning Commission voted 8 to 0 to recommend approval per staff's recommendation to amend Ordinance 1995-2368 and rezone 0.49 +/- acres.

**ITEM SUMMARY:** The applicant, DB Commercial, on behalf of the property owner Barge Properties, requests an amendment to Ordinance 1995-2368 to add 0.49 +/- acres to the existing Planned Development with a base-zoning of General Retail. In accordance with Ordinance 1995-2368, the following are still applicable to this current request:

1. The use and development of the property shall conform to the requirements of the General Retail (GR) district;
2. A detailed site plan review is required prior to the issuance of a building permit for any development on this property to address building intensity and arrangement, access to South 31<sup>st</sup> Street, signage landscaping, parking and other related development issues. This review will follow the routine procedure required for a rezoning request in all respects, including legal notification, and review by the Planning Commission and City Council; and

3. A subdivision plat is required prior to the development of this property and shall include attention to the flood plain in this area.

This request to expand the current boundaries of the existing planned development from its present 11.55 +/- acres may be interpreted as a housekeeping action since the 0.49 +/- acres was City-owned property and purchased from the City by the current owner in 2003 after the PD was established. The additional acreage will bring the total PD-GR acreage to 11.99 +/- acres.

The addition of the 0.49 +/- acres will allow a prospective developer of the property to consider the property with a combination of the Planned Development and Multiple Family-2 (MF-2) zoning. While a development/ site plan has not been submitted with this amendment, review of the development plan / subdivision plat are in process as discussed later in this report.

**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.

As a Planned Development (PD), per UDC Sec.3.4, a development / site plan is binding and subject to review and approval by City Council as part of the rezoning. As opposed to a standard rezoning, conditions of approval can be included into the rezoning Ordinance.

**DEVELOPMENT / SITE PLAN / SUBDIVISION PLAT (COTTOWNOOD BEND):** As referenced earlier, this amendment does not include nor is the applicant requesting development/ site plan approval at this time. The development/ site plan/ subdivision plat has been submitted under separate cover and is being reviewed on its own merits. It is currently scheduled to be reviewed by the Development Review Committee (DRC) on September 20, 2018 and will come forward for public review and evaluated in accordance with UDC Section 3.4.5 (PD Criteria).

Development as a 59-lot single family subdivision plat is being considered by a prospective buyer of the property. Assuming the amendment for 0.49 +/- acres is approved, a subdivision plat named "Cottonwood Bend" (attached), includes a combination of 11.99 +/- acres of Planned Development-General Retail (PD-GR) & 4.42 +/- acres of Multiple-Family Dwelling-2 (MF-2)-zoned land.

Since the development/ site plan / subdivision plat are in process of being reviewed by the DRC, review of drainage and floodplain considerations have not been fully evaluated by Public Works. Therefore, the development/ site plan nor the plat are under public consideration at this time.

**ACCESS:** Access will be taken directly from South 31<sup>st</sup> Street (FM1741), an arterial street, which is TxDOT ROW. TxDOT has been provided a copy of the development plan / subdivision plat. In accordance with UDC Section 7.2.4, prohibition of residential drive approaches along arterial streets will be addressed during the review of the plat.

**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 within the Suburban Commercial Future Land Use Map (FLUM) designation. While the Suburban Commercial designation is intended retail & service uses, it is also compatible with residential development that supports such retail & service uses. Therefore, the requested expansion to the Planned Development with a base zoning of GR is consistent with the FLUM designation.

Thoroughfare Plan (CP Map 5.2)

The property has frontage along South 31<sup>st</sup> Street (FM 1741), which is an existing major arterial. Any needed right-of-way will be evaluated during the DRC review of the plat. This section of South 31<sup>st</sup> Street is not scheduled for any Transportation Capital Improvement Plan (TCIP) program improvements through fiscal year 2024.

Availability of Public Facilities (CP Goal 4.1)

Water is available through a 12-inch waterline in South 31<sup>st</sup> Street. Sewer is available through a 12-inch sewer line located within an existing 60-foot public drainage and utility easement on the west side of the property.

Temple Trails Master Plan Map and Sidewalks Ordinance

A proposed community-wide connector trail is shown on the Trails Master Plan in South 31<sup>st</sup> Street, as a minor arterial, a 6' concrete sidewalk is in place. Provisions for the trail will be addressed with the review of the subdivision plat.

**DEVELOPMENT REGULATIONS:** The attached table show the required dimensional standards for non-residential uses as well as single-family detached homes developed within the base GR zoning district.

**PUBLIC NOTICE:** Nineteen (19) 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 11, 2018 at 9:00 AM, four notices, two of which are owned by the applicant, have been received in agreement.

The newspaper printed notice of the public hearing on August 9, 2018, in accordance with state law and local ordinance.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Ordinance 1995-2368](#)  
[Cottonwood Bend Development/ Site Plan / Subdivision Plat](#)  
[Photos](#)  
[Maps](#)  
[Tables](#)  
[Returned Property Notices](#)  
[P&Z Excerpts \(August 20, 2018\)](#)  
[Ordinance](#)



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING A ZONING CHANGE FROM GENERAL RETAIL DISTRICT AND MULTIPLE FAMILY-TWO DISTRICT TO PLANNED DEVELOPMENT DISTRICT (GR) ON APPROXIMATELY 14.432 ACRES OUT OF OUTBLOCK 3102-A, CITY ADDITION, LOCATED ON THE WEST SIDE OF SOUTH 31ST STREET, SOUTH OF WATERS DAIRY ROAD, ADJACENT TO THE FIRST CHURCH OF THE NAZARENE, IN ACCORDANCE WITH SECTIONS 7-500 THROUGH 7-509 OF THE COMPREHENSIVE ZONING ORDINANCE; PROVIDING CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the owner/developer of the property described as approximately 14.432 acres out of outblock 3102-A, City Addition, located on the west side of South 31st Street, south of Waters Dairy Road, adjacent to the First Church of the Nazarene in the City of Temple, Texas has requested a zoning change from General Retail District and Multiple Family-Two District Planned Development (GR) District; and

**Whereas**, the City Council, after notice and a public hearing, finds that it is in the public interest to authorize this action.

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

**Part 1:** The zoning classification of the property described as approximately 14.432 acres out of outblock 3102-A, City Addition, located on the west side of South 31st Street, south of Waters Dairy Road, adjacent to the First Church of the Nazarene in the City of Temple, Texas is changed from General Retail District and Multiple Family-Two District to Planned Development District (GR), more fully described in Exhibit "A," attached hereto and made a part hereof for all purposes.

**Part 2:** In accordance with Sections 7-500 through 7-509 of the Comprehensive Zoning Ordinance of the City of Temple, Texas, Ordinance No. 91-2101, is amended by changing the zoning classification of General Retail District and Multiple Family-Two District to Planned Development District (GR) subject to the following conditions:

- a. The use and development of the property shall conform to the requirements of the General Retail District.
- b. A detailed site plan review is required prior to the issuance of a building permit for any development on this property to address building intensity and arrangement, access to 31st Street, signage, landscaping, parking, and other related development issues. This review will follow the routine procedure required for a rezoning request in all respects, including legal notification, and review by the Planning Commission and City Council.
- c. A subdivision plat is required prior to development of this property and shall include attention to the flood plain in this area.

These conditions shall be expressed conditions of any building permit issued for construction on the property which may be enforced by the City of Temple by an action either at law or in equity, including the right to specifically enforce the requirements of the ordinance, and these requirements shall run with the land.

**Part 3:** The Director of Planning is hereby directed to make the necessary changes to the City Zoning Map accordingly.

**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 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 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.

PASSED AND APPROVED on First Reading on the 3rd day of August, 1995.

PASSED AND APPROVED on Second and Final Reading on the 17th day of August, 1995.



ATTEST:

Clydette Entzminger  
Clydette Entzminger  
City Secretary

THE CITY OF TEMPLE, TEXAS

J.W. PERRY  
J.W. PERRY, Mayor

APPROVED AS TO FORM:

Jonathan Graham  
Jonathan Graham  
City Attorney



EXHIBIT

"A"

VERBODEN

A

SF3

SF2

SF A2

MF2

MF2

PD(GR)

111,432 AC

3102-A  
AWM

3101-A  
AWM

735-A  
AWM

733-A  
AWM

CANYON CREEK COMMERCIAL II

CANYON CREEK COMMERCIAL V

CANYON CREEK COMMERCIAL VI

SPANISH  
SOLING  
COMPLEX

SPANISH  
SOLING  
COMPLEX

SPANISH  
SOLING  
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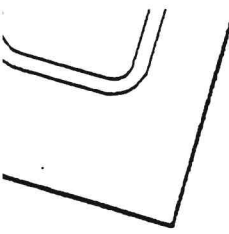
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# Site & Surrounding Property Photos



**Site: Undeveloped (AG)**



**West: Existing Non-Residential Uses (Waterford Professional Park) (O-1 & O-2)**

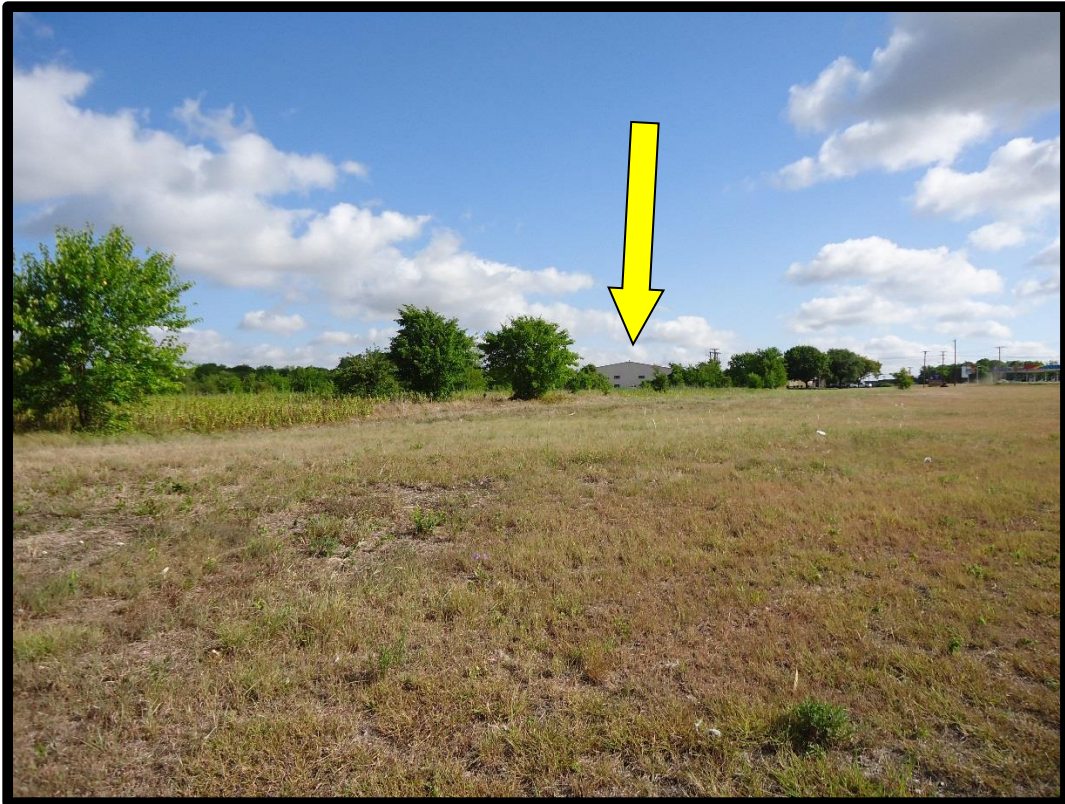


**South: Looking across South 31<sup>st</sup> Street - Undeveloped, Scattered Residential & Non-Residential Uses (AG & PD-GR)**



**East: Looking across South 31<sup>st</sup> Street - Undeveloped, Scattered Residential & Non-Residential Uses (AG, PD-GR & SF-1)**





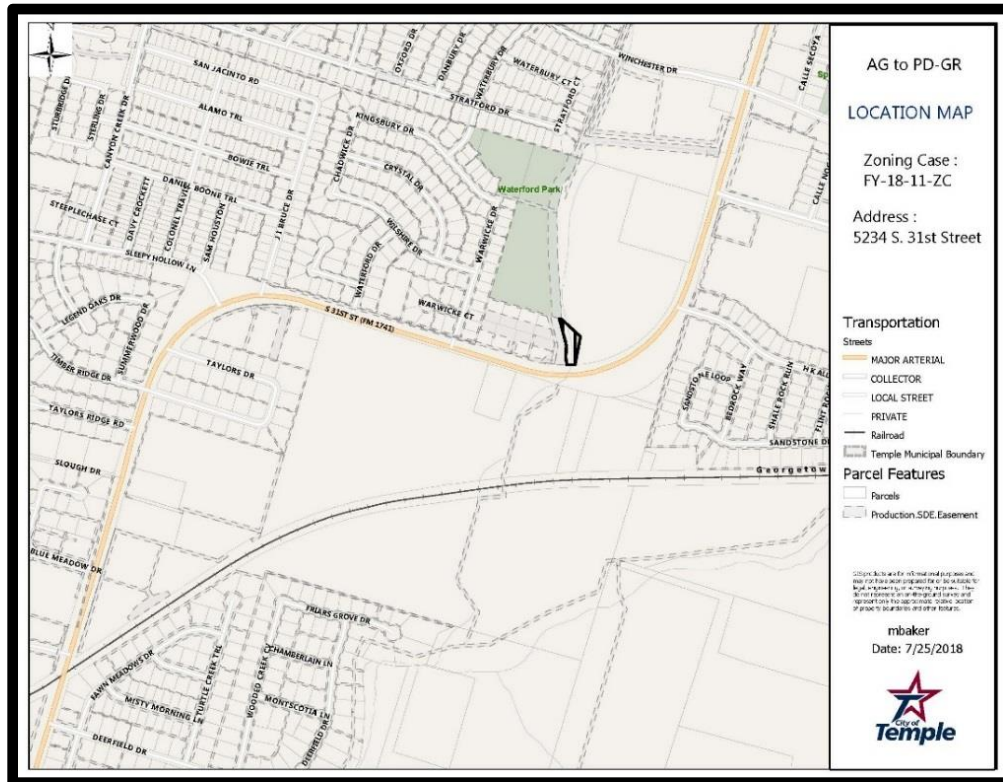
**North: Undeveloped & Temple First Church of the Nazarene (Yellow Arrow)  
(PD-GR & AG)**



**Aerial: Temple GIS Maps (Undeveloped & Waterford Park) (SFA-2 & PD-GR)  
0.49 +/- acres proposed to be added to PD-GR shown by cross-hatching**



# Maps

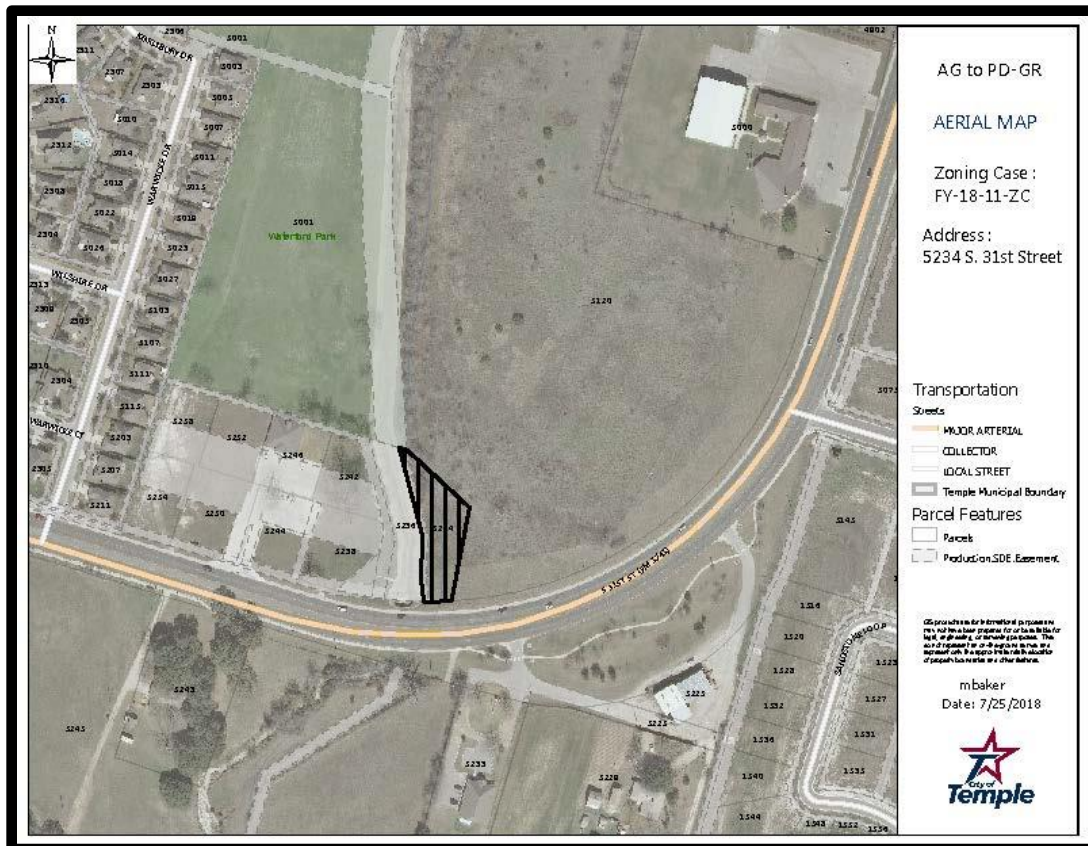


Location Map

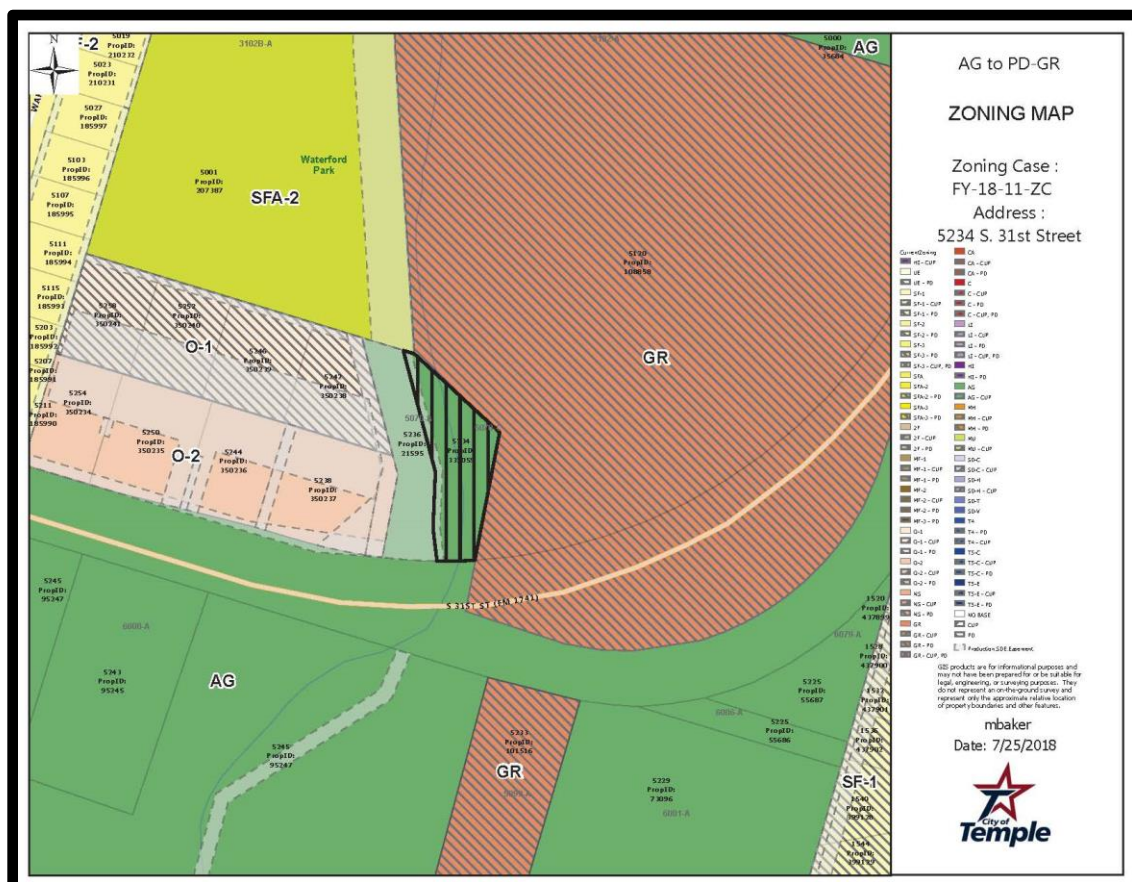


Aerial Map: Relationship of 0.49 +/- Acres to the existing Planned Development



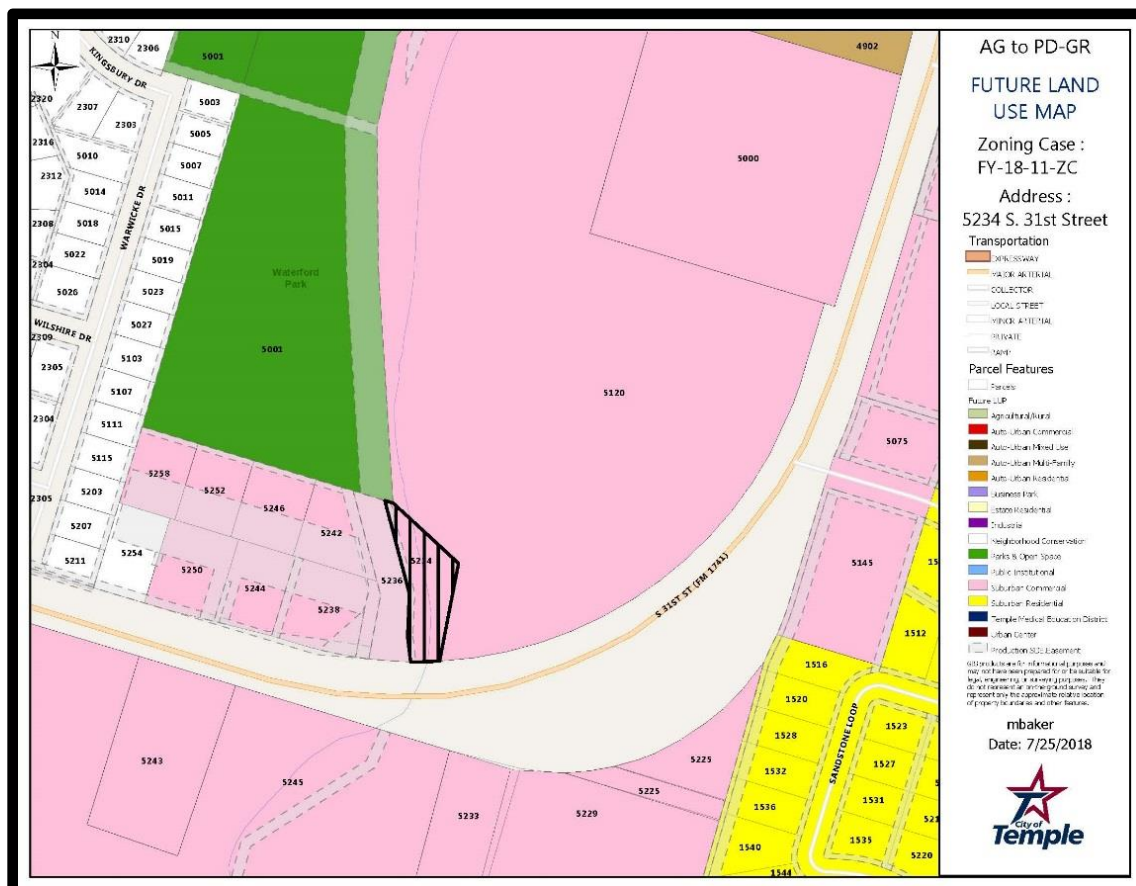
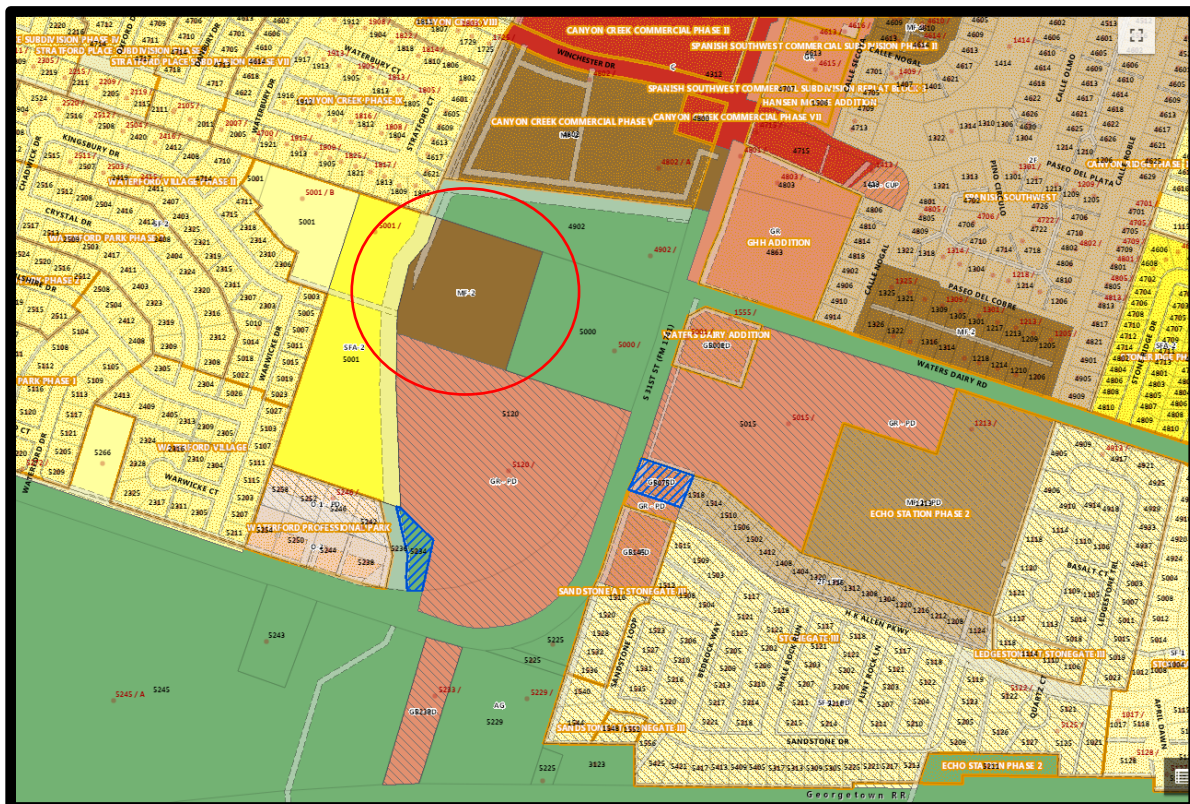


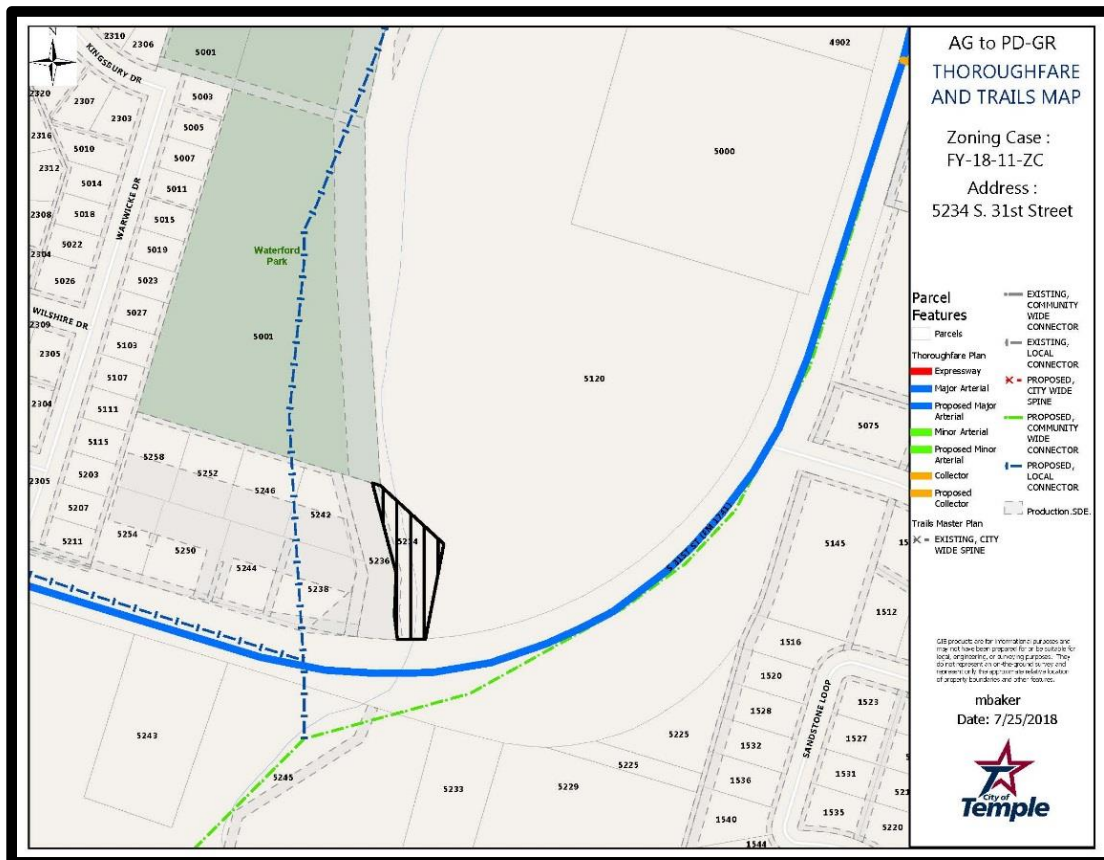
Aerial Map



Zoning Map (Localized)





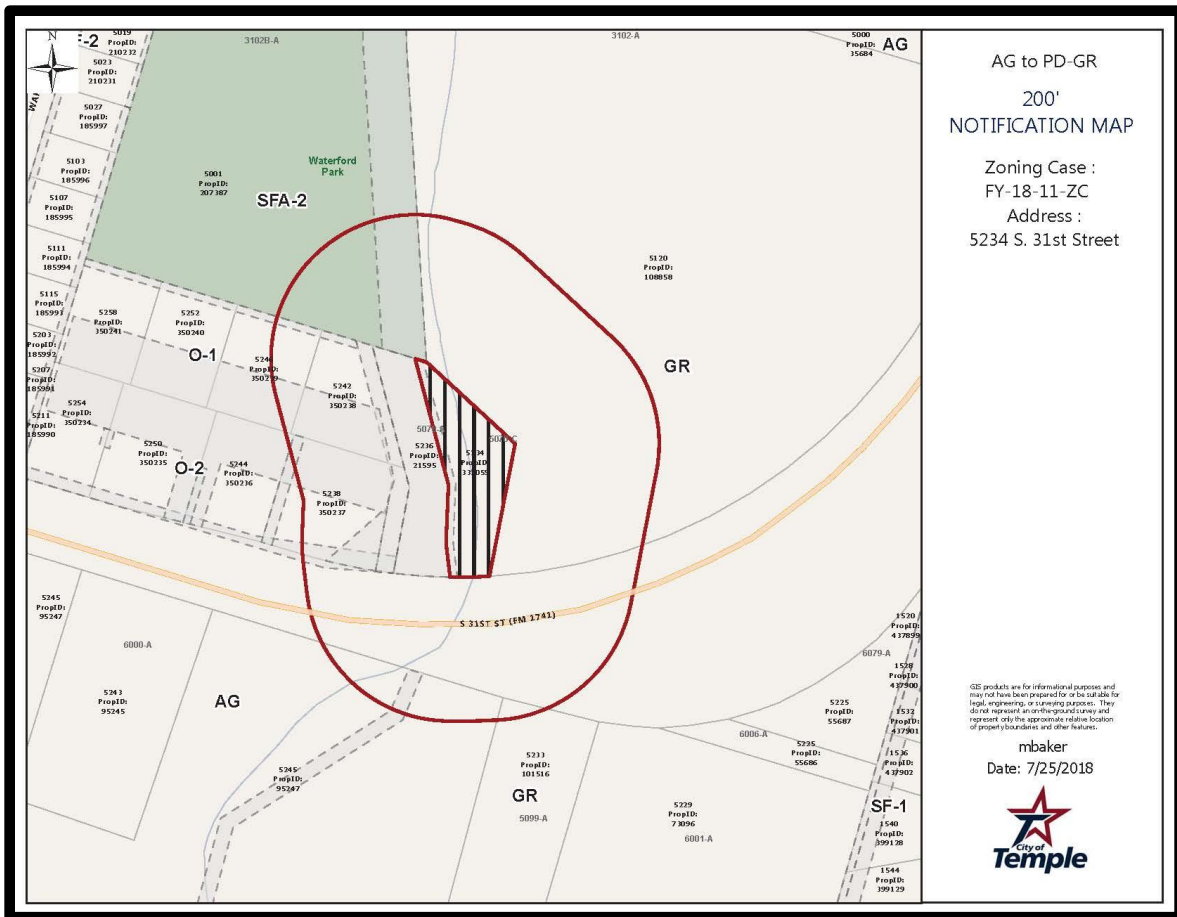


Thoroughfare & Trails Map



Utility Map





Notification Map

# Tables

**Permitted & Conditional Uses Table  
Comparison between AG & PD-GR**

<b>Use Type</b>	<b>Agricultural (AG)</b>	<b>Planned Development - General Retail (PD-GR)</b>
<b>Agricultural Uses</b>	<b>Farm, Ranch or Orchard</b>	<b>Same as AG</b>
<b>Residential Uses</b>	<b>Single Family Residence (Detached &amp; Attached) Industrialized Housing Family or Group Home Home for the Aged (CUP)</b>	<b>Same as AG Duplex Townhouse Home for the Aged (No CUP)</b>
<b>Retail &amp; Service Uses</b>	<b>None</b>	<b>Most Retail &amp; Service Uses Alcoholic Beverage Sales, off-premise consumption, package Store (CUP)</b>
<b>Commercial Uses</b>	<b>None</b>	<b>Plumbing Shop Upholstery Shop Kennel without Veterinary Hospital (CUP) Indoor Flea Market</b>
<b>Industrial Uses</b>	<b>Temporary Asphalt &amp; Concrete Batching Plat (CUP)</b>	<b>Temporary Asphalt &amp; Concrete Batching Plat (CUP) Laboratory, medical, dental, scientific or research Recycling collection location</b>
<b>Recreational Uses</b>	<b>Park or Playground</b>	<b>Same as AG Beer &amp; Wine (On Premise Consumption) &lt; 75%</b>
<b>Educational &amp; Institutional Uses</b>	<b>Cemetery (CUP) Place of Worship Social Svc. Shelter (CUP) Child Care (CUP)</b>	<b>Same as AG Child Care (No CUP) Hospital</b>
<b>Vehicle Service Uses</b>	<b>None</b>	<b>Auto Leasing, Rental Auto Sales - New &amp; Used (Outside Lot) Car Wash Vehicle Servicing (Minor)</b>
<b>Restaurant Uses</b>	<b>None</b>	<b>With &amp; Without Drive-In</b>
<b>Overnight Accommodations</b>	<b>RV Park (CUP)</b>	<b>Hotel or Motel</b>
<b>Transportation Uses</b>	<b>Emergency Vehicle Service (CUP) Helistop (CUP)</b>	<b>Same as AG (No CUP)</b>

### Surrounding Property Uses

	<u>Surrounding Property &amp; Uses</u>		
<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Suburban Commercial	AG	Undeveloped
North	Suburban Commercial / Parks & Open Space	PD-GR & SFA-2	Undeveloped & Waterford Park
South	Suburban Residential	AG & GR	Scattered SF Residential Uses on Acreage
East	Suburban Commercial	AG, PD-GR & SF-1	Scattered Non-Residential & SF Residential Uses
West	Suburban Commercial	O-1 & O-2	Office & Service Uses Waterford Professional Park

### Comprehensive Plan Compliance

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use Map	YES
CP	Map 5.2 - Thoroughfare Plan	YES
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	YES
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	YES
CP = Comprehensive Plan    STP = Sidewalk and Trails Plan		

### Dimensional Standards

	<u>Current (AG) Residential</u>	<u>Proposed (PD-GR) Non-Res</u>	<u>Proposed (PD-GR) SF Residential</u>
Minimum Lot Size	1 Acre	N/A	5,000 SF (7 Units Per Acre)
Minimum Lot Width	100 Feet	N/A	50 Feet
Minimum Lot Depth	150 Feet	N/A	100 Feet
Front Setback	50 Feet	15 Feet	15 Feet
Side Setback	15 Feet	10 Feet	10% Lot Width 5-foot min
Side Setback (corner)	15 Feet	10 Feet	15 Feet
Rear Setback	❖ 10 Feet	❖ 10 Feet	10 Feet
Max Building Height	3 Stories	3 Stories	3 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).





**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

108858  
SOUTH THIRTY-FIRST LTD C/O BARGE PROPERTIES  
2005 BIRDCREEK DR STE 211  
TEMPLE, TX 76502-1002

**Zoning Application Number:** FY-18-11-ZC

**Case Manager:** Mark Baker

Location: 5234 South 31<sup>st</sup> Street

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

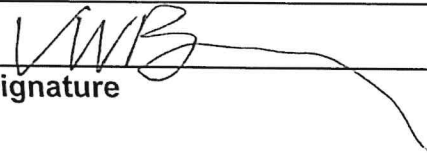
( ) disagree with this request

**Comments:**

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Signature

Vernon W. Barge III  
Print Name

\_\_\_\_\_  
**Provide email and/or phone number if you want Staff to contact you** (Optional)

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 20, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

**RECEIVED**

AUG 27 2018

CITY OF TEMPLE  
PLANNING & DEVELOPMENT

Number of Notices Mailed: 8

Date Mailed: August 9, 2018

**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**

332059  
BARGE, V W III  
2005 BIRDCREEK DR STE 211  
TEMPLE, TX 76502-1002

**Zoning Application Number:** FY-18-11-ZC

**Case Manager:** Mark Baker

Location: 5234 South 31<sup>st</sup> Street

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

Vernon W. Barge III  
Print Name

\_\_\_\_\_  
**Provide email and/or phone number if you want Staff to contact you** (Optional)

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Planning Department  
2 North Main Street, Suite 102  
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PLANNING & DEVELOPMENT

Number of Notices Mailed: 8

Date Mailed: August 9, 2018

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**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

101516  
GK LAND LLC  
5233 S 31ST ST  
TEMPLE, TX 76502-3514

**RECEIVED**  
SEP 05 2018  
CITY OF TEMPLE  
PLANNING & DEVELOPMENT

**Zoning Application Number:** FY-18-11-ZC

**Case Manager:** Mark Baker

Location: 5234 South 31<sup>st</sup> Street

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** Rena M Durahoo DM

**Provide email and/or phone number if you want Staff to contact you** \_\_\_\_\_ (Optional)

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 20, 2018**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 8

Date Mailed: August 9, 2018

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

**EXCERPTS FROM THE  
PLANNING & ZONING COMMISSION MEETING  
MONDAY, AUGUST 20, 2018**

**ACTION ITEMS**

**Item 2:** [FY-18-11-ZC](#)- Hold a public hearing to consider and recommend action to amend Ordinance 1995-2368 to add 0.49 +/- acres to an existing Planned Development-General Retail (PD-GR) and rezone the 0.49 +/- acres from Agricultural (AG) district to Planned Development-General Retail (PD-GR), situated in the Redding Roberts Survey, Abstract No. 692, addressed as 5234 S. 31<sup>st</sup> Street, Temple, Texas.

Mr. Mark Baker, Senior Planner, stated this case is scheduled for City Council first reading on September 20, 2018 and second reading for October 4, 2018.

Aerial map shown. Mr. Baker stated this request involves amending Ordinance 1995-2368 to rezone an additional 0.49 +/- acres, currently zoned Agricultural (AG), to the existing 11.55 +/- acres zoned Planned Development General Retail (PD-GR) zoning.

Additional acreage is to accommodate a forthcoming development plan which is anticipated to be a subdivision plat. This item tonight involves only the rezoning request with a development plan and layout forthcoming called "The Bend" with a proposal of 58 single-family lots and is not part of this rezoning request.

Once the plat is actually submitted it will go through the review process along with the required public review of the site and development plan.

Location aerial map shown.

The UDC Sec. 3.4 defines Planned Development 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 that does include development site plan approval that is binding.

Conceptual layout image for "The Bend" subdivision shown. The additional 0.49 +/- acreage is included in this conceptual layout. The overall layout is within two zonings: Multiple Family-2 (MF-2) and PD-GR. The development plan and the subdivision plat would be reviewed that would be overlapped with the two zoning districts.

Zoning map shown exhibits the proposed GR zoning base and expands GR which is intended for retail and service uses. It has frontal along major arterial and is deemed in compliance.

Future Land Use Map shown which designates the area as Suburban Commercial and identified for retail and service zoning uses. It does support planned developments with a GR base zoning and is in compliance.

Existing water and sewer map shown. Water is supplied with a 12-inch line in South 31<sup>st</sup> Street and sewer is supplied with a 12-inch line within a 60-foot public drainage and utility easement on the west side of the subject property. Staff considers the plan in compliance.

Thoroughfare and Trails Plan shown. South 31<sup>st</sup> Street is designated as an Arterial with an existing six-foot sidewalk. No anticipated Transportation Capital Improvement Program (TCIP) projects are funded or scheduled through the year 2024. A community-wide connector trail is proposed and requirements would be addressed during the plat process. The request is considered in compliance.

An aerial image of the site is shown and illustrates how the proposed rezoning area associates with the existing undeveloped PD-GR area.

On-site photos shown.

Comparison Table of uses (not inclusive) and Development Standards shown for AG and PD-GR.

UDC Section 7.7.4, Buffering may consist of evergreen hedges composed of five-gallon plants or larger, with a planted height of six-feet on 36-inch centers. Screening may consist of a six-foot to eight-foot tall fence or wall, constructed with allowed materials per the UDC.

Nineteen notices were mailed in accordance with all state and local regulations with one response returned in agreement and zero responses returned in disagreement.

Compliance Summary shown with all areas deemed in compliance.

Staff recommends approval of the request to amend Ordinance 1995-2368 subject to the following conditions:

1. Conditions as prescribed by Ordinance 1995-2368 are still applicable and staff recommends the addition of the following:
2. Director of Planning be authorized to approve minor changes to the Development/Site Plan

Mr. Baker addressed the previously mentioned conditions again with further specifications and details.

Discussion ensued over the reason the subject property was not rezoned originally in 1995, and it was identified as under city ownership at that time.

Discussion regarding TxDOT's supervision over traffic visibility.

Chair Fettig opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Armstrong made a motion to approve Item 2, **FY-18-11-ZC**, per staff recommendation and conditions, and Commissioner Ward made a second.

*Motion passed: (8:0)*

Commissioner Crisp absent

DRAFT



ORDINANCE NO. \_\_\_\_\_  
(FY-18-11-ZC)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING ORDINANCE 1995-2368 TO ADD APPROXIMATELY 0.49 ACRES, SITUATED IN THE REDDING ROBERTS SURVEY, ABSTRACT NO. 692, ADDRESSED AS 5234 SOUTH 31<sup>ST</sup> STREET, TEMPLE, TEXAS, TO AN EXISTING PLANNED DEVELOPMENT - GENERAL RETAIL PROPERTY; AUTHORIZE REZONING OF THE APPROXIMATELY 0.49 ACRES FROM AGRICULTURAL ZONING DISTRICT TO PLANNED DEVELOPMENT-GENERAL RETAIL ZONING DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the applicant, DB Commercial, on behalf of the property owner, Barge Properties, requests an amendment to Ordinance 1995-2368 to add approximately 0.49 acres, and as more generally depicted in Exhibit A, to the existing Planned Development with a base-zoning of General Retail;

**Whereas**, in accordance with Ordinance 1995-2368, the following are still applicable to this current request:

1. The use and development of the property shall conform to the requirements of the General Retail district;
2. A detailed site plan review is required prior to the issuance of a building permit for any development on this property to address building intensity and arrangement, access to South 31<sup>st</sup> Street, signage, landscaping, parking and other related development issues. This review will follow the routine procedure required for a rezoning request in all respects, including legal notification, and review by the Planning Commission and City Council; and
3. A subdivision plat is required prior to the development of this property and shall include attention to the flood plain in this area;

**Whereas**, the Planning and Zoning Commission of the City of Temple, Texas, after due consideration of the conditions, recommends Council amend Ordinance 1995-2368 to add approximately 0.49 acres, situated in the Redding Roberts Survey, Abstract No. 692, addressed as 5234 South 31<sup>st</sup> Street, Temple, Texas, to an existing Planned Development-General Retail, and authorize rezoning the approximately 0.49 acres from Agricultural zoning district to Planned Development-General Retail zoning district, with the following conditions:

1. Conditions as prescribed by Ordinance 1995-2368 are still applicable; and

Staff recommends the addition of the following condition:

2. The Director of Planning, with consultation as needed by the Design Review Committee, shall be authorized to approve minor changes to the development/site plan for any residential or non-residential development which includes but is not limited to: drainage considerations, overall lot layout, street configuration and as needed related to exterior building elevations, buffering and screening, in compliance with minimum UDC development standards; 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 Ordinance 1995-2368 to add approximately 0.49 acres, situated in the Redding Roberts Survey, Abstract No. 692, addressed as 5234 South 31<sup>st</sup> Street, Temple, Texas, to an existing Planned Development-General Retail, and authorize rezoning the approximately 0.49 acres from Agricultural zoning district to Planned Development-General Retail zoning district, with the following conditions:

1. Conditions as prescribed by Ordinance 1995-2368 are still applicable;  
and

Staff recommends the addition of the following condition:

2. The Director of Planning, with consultation as needed by the Design Review Committee, shall be authorized to approve minor changes to the development/site plan for any residential or non-residential development which includes but is not limited to: drainage considerations, overall lot layout, street configuration and as needed related to exterior building elevations, buffering and screening, in compliance with minimum UDC development standards.

**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 **20<sup>th</sup>** day of **September**, 2018.

PASSED AND APPROVED on Second Reading on the **4<sup>th</sup>** day of **October**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

---

Kayla Landeros  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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09/20/18  
Item#8  
Regular Agenda  
Page 1 of 2

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

Justin Brantley, Assistant Director of Purchasing & Facility Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing annual purchase agreements for utility supplies for FY 2019 with the following vendors in the estimated annual amount of \$322,009.25:

Core and Main of Belton	\$165,896.94
ACT Pipe & Supply of Temple	124,383.46
Fortiline Waterworks of Austin	31,728.85

**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 FY2019.

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 August 23, 2018, 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 Invitation to Bid stated the bidder must guarantee a 14 calendar day delivery time frame. Ferguson Waterworks of Tyler stated they could not comply with the delivery guarantee and asked for a 30 day delivery time. Availability of repair parts is important in order to timely maintain the City's water system; accordingly, and as noted on the attached bid tabulation, Staff is recommending rejection of Ferguson Waterworks' bid.

The City has done business with all 3 vendors recommended for award, and Staff has found each vendor to be a responsible vendor. The proposed purchase agreements will not have options for annual renewals.

**Local Preference Option:**

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 states that there is an economic development impact to the City through the award of purchases to ACT because ACT pays sales tax and employs City of Temple residents. In addition, ACT states that they are the only stocking utility supplier of water and wastewater materials within the City limits.

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 26 sections of the bid to ACT (i.e. ACT’s bid in these 26 sections is within 5% of the low bidder), which are highlighted in orange on the attached bid tabulation. The summarized change in the contract award if Council elects to enact local preference is as follows:

	<b><u>Low Bid Awards</u></b>	<b><u>Award if Local Preference is taken</u></b>	<b><u>Net Change in Award if Local Preference Taken</u></b>
Core and Main (Belton)	\$165,896.94	\$10,196.52	-\$155,700.42
ACT Pipe & Supply (Temple)	\$124,383.46	\$287,796.59	\$163,413.13
Fortiline Waterworks (Austin)	\$31,728.85	\$26,188.95	-\$5,539.90
<b>Total</b>	<b>\$322,009.25</b>	<b>\$324,182.06</b>	<b>\$2,172.81</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 \$322,009.25 in utility supplies will be purchased during FY2019.

The impact of awarding a local preference to ACT would increase the estimated annual total purchases of utility supplies authorized by this resolution from \$322,009.25 to \$324,182.06, an increase of \$2,172.81 (0.7%).

**ATTACHMENTS:**

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

Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
Section 1 - Brass Ball Valves (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch (B11-333W or equal)	20	each	\$41.20	\$824.00	\$40.15	\$803.00	\$39.95	\$799.00	\$39.95	\$799.00
2. 3/4-inch (B21-333W or equal)	20	each	\$28.95	\$579.00	\$46.81	\$936.20	\$46.95	\$939.00	\$46.95	\$939.00
3. 3/4-inch (B41-333W or equal)	55	each	\$46.34	\$2,548.70	\$45.17	\$2,484.35	\$44.94	\$2,471.70	\$44.93	\$2,471.15
4. 3/4-inch (B43-332W or equal)	49	each	\$53.04	\$2,598.96	\$51.70	\$2,533.30	\$51.44	\$2,520.56	\$51.43	\$2,520.07
5. 3/4-inch (KV13-332W or equal)	1	each	\$23.94	\$23.94	\$23.33	\$23.33	\$23.45	\$23.45	\$23.21	\$23.21
6. 3/4-inch (KV23-332W or equal)	1	each	\$28.71	\$28.71	\$27.76	\$27.76	\$28.14	\$28.14	\$27.84	\$27.84
7. 3/4-inch (KV43-332W or equal)	1	each	\$30.60	\$30.60	\$29.83	\$29.83	\$29.98	\$29.98	\$29.68	\$29.68
8. 3/4-inch (B44-333W or equal)	20	each	\$52.55	\$1,051.00	\$51.22	\$1,024.40	\$50.96	\$1,019.20	\$50.96	\$1,019.20
9. 1-inch (B11-444W or equal)	5	each	\$63.14	\$315.70	\$61.53	\$307.65	\$61.85	\$309.25	\$61.22	\$306.10
10. 1-inch (B21-444W or equal)	5	each	\$67.70	\$338.50	\$65.45	\$327.25	\$66.32	\$331.60	\$65.64	\$328.20
11. 1-inch (B41-444W or equal)	110	each	\$70.30	\$7,733.00	\$68.52	\$7,537.20	\$68.17	\$7,498.70	\$68.17	\$7,498.70
12. 1-inch (B43-444W or equal)	25	each	\$78.41	\$1,960.25	\$76.42	\$1,910.50	\$76.03	\$1,900.75	\$76.03	\$1,900.75
13. 1-inch (KV13-444W or equal)	1	each	\$36.71	\$36.71	\$35.78	\$35.78	\$35.96	\$35.96	\$35.59	\$35.59
14. 1-inch (KV23-444W or equal)	1	each	\$37.05	\$37.05	\$37.83	\$37.83	\$38.34	\$38.34	\$37.94	\$37.94
15. 1-inch (KV43-444W or equal)	1	each	\$41.90	\$41.90	\$40.83	\$40.83	\$41.05	\$41.05	\$40.62	\$40.62
16. 1-inch (B44-444W or equal)	15	each	\$78.20	\$1,173.00	\$76.21	\$1,143.15	\$76.61	\$1,149.15	\$75.82	\$1,137.30
17. 1-1/2 inch (B11-666W or equal)	6	each	\$127.59	\$765.54	\$124.36	\$746.16	\$124.99	\$749.94	\$123.72	\$742.32
18. 1-1/2 inch (B21-666W or equal)	2	each	\$151.23	\$302.46	\$292.41	\$584.82	\$148.14	\$296.28	\$146.64	\$293.28
19. 1-1/2 inch (B41-666W or equal)	5	each	\$151.23	\$756.15	\$147.39	\$736.95	\$148.14	\$740.70	\$146.65	\$733.25
20. 1-1/2 inch (FV23-666W or equal)	1	each	\$141.42	\$141.42	\$136.72	\$136.72	\$138.54	\$138.54	\$137.13	\$137.13
21. 1-1/2 inch (FV43-666W or equal)	1	each	\$145.07	\$145.07	\$141.39	\$141.39	\$142.11	\$142.11	\$140.67	\$140.67
22. 2-inch (B11-777W or equal)	11	each	\$185.85	\$2,044.35	\$181.14	\$1,992.54	\$182.06	\$2,002.66	\$180.22	\$1,982.42
23. 2-inch (B21-777W or equal)	1	each	\$221.27	\$221.27	\$212.63	\$212.63	\$214.57	\$214.57	\$214.56	\$214.56
24. 2-inch (B41-777W or equal)	10	each	\$209.63	\$2,096.30	\$204.30	\$2,043.00	\$203.28	\$2,032.80	\$203.27	\$2,032.70
25. 2-inch (BF-43-777WR or equal)	6	each	\$238.28	\$1,429.68	\$232.23	\$1,393.38	\$231.11	\$1,386.66	\$231.06	\$1,386.36
26. 2-inch (FV23-777W or equal)	2	each	\$190.23	\$380.46	\$183.35	\$366.70	\$184.47	\$368.94	\$184.46	\$368.92
27. 2-inch (FV43-777W or equal)	1	each	\$186.23	\$186.23	\$181.50	\$181.50	\$180.59	\$180.59	\$180.58	\$180.58
Total Section 1 - Brass Ball Valves (LF)			\$27,789.95		\$27,738.15		\$27,389.62		\$27,326.54	
Section 2 - Brass Corporation Stops (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch (F1000-3 or equal)	15	each	\$25.16	\$377.40	\$24.52	\$367.80	\$24.64	\$369.60	\$24.39	\$365.85
2. 1-inch (F1000-4 or equal)	66	each	\$38.04	\$2,510.64	\$37.08	\$2,447.28	\$37.27	\$2,459.82	\$36.89	\$2,434.74
3. 1-1/2 inch (FB1000-6 or equal)	4	each	\$109.67	\$438.68	\$106.88	\$427.52	\$107.43	\$429.72	\$106.34	\$425.36
4. 2-inch (FB1000-7 or equal)	6	each	\$181.40	\$1,088.40	\$176.79	\$1,060.74	\$177.70	\$1,066.20	\$175.89	\$1,055.34
5. 1-inch (F600-4 or equal)	2	each	\$35.65	\$71.30	\$34.84	\$69.68	\$35.02	\$70.04	\$34.66	\$69.32
Total Section 2 - Brass Corporation Stops (LF)			\$4,486.42		\$4,373.02		\$4,395.38		\$4,350.61	
Section 3 - Brass Meter Couplings (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch (C38-23-2.5 or equal)	460	each	\$7.48	\$3,440.80	\$7.33	\$3,371.80	\$7.49	\$3,445.40	\$7.26	\$3,339.60
2. 3/4-inch (C38-23-8.5 or equal)	430	each	\$19.29	\$8,294.70	\$18.88	\$8,118.40	\$19.30	\$8,299.00	\$18.70	\$8,041.00
3. 1-inch (C38-44-2.625 or equal)	20	each	\$11.53	\$230.60	\$11.18	\$223.60	\$11.54	\$230.80	\$11.18	\$223.60
4. 1-inch (C38-44-8.5 or equal)	20	each	\$26.09	\$521.80	\$25.30	\$506.00	\$26.10	\$522.00	\$25.31	\$506.20
Total Section 3 - Brass Meter Couplings (LF)			\$12,487.90		\$12,219.80		\$12,497.20		\$12,110.40	
Section 4 - Brass Straight Couplings (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. ¾-inch FIP x PJ (C14-33 or equal)	20	each	\$12.13	\$242.60	\$11.89	\$237.80	\$11.82	\$236.40	\$11.75	\$235.00
2. ¾-inch Flare x FIP (C21-33 or equal)	5	each	\$10.13	\$50.65	\$9.74	\$48.70	\$9.97	\$49.85	\$9.82	\$49.10
3. ¾-inch Flare x PJ (C27-33 or equal)	1	each	\$21.18	\$21.18	\$20.37	\$20.37	\$20.85	\$20.85	\$20.53	\$20.53
4. ¾-inch PJ x PJ (C44-33 or equal)	77	each	\$14.04	\$1,081.08	\$13.77	\$1,060.29	\$13.83	\$1,064.91	\$13.61	\$1,047.97
5. ¾-inch MIP x PJ (C84-33 or equal)	36	each	\$11.53	\$415.08	\$11.31	\$407.16	\$11.36	\$408.96	\$11.18	\$402.48
6. 1-inch FIP x PJ (C14-44 or equal)	12	each	\$16.46	\$197.52	\$16.14	\$193.68	\$16.21	\$194.52	\$15.96	\$191.52
7. 1-inch Flare x PJ (C27-44 or equal)	1	each	\$37.32	\$37.32	\$35.90	\$35.90	\$36.75	\$36.75	\$36.19	\$36.19
8. 1-inch PJ x PJ (C44-44 or equal)	32	each	\$16.06	\$513.92	\$15.75	\$504.00	\$15.82	\$506.24	\$15.57	\$498.24
9. 2-inch FIP x PJ (C14-77 or equal)	6	each	\$56.98	\$341.88	\$55.87	\$335.22	\$55.25	\$331.50	\$55.25	\$331.50

Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
10. 1-inch MIP x PJ (C84-44 or equal)	30	each	\$13.66	\$409.80	\$13.39	\$401.70	\$13.52	\$405.60	\$13.24	\$397.20
11. 1-1/2 inch FIP x PJ (C14-66 or equal)	1	each	\$47.85	\$47.85	\$46.93	\$46.93	\$46.40	\$46.40	\$46.40	\$46.40
12. 1-1/2 inch PJ x PJ (C44-66 or equal)	4	each	\$53.75	\$215.00	\$52.71	\$210.84	\$52.12	\$208.48	\$52.12	\$208.48
13. 1-1/2 inch MIP x PJ (C84-66 or equal)	10	each	\$37.41	\$374.10	\$36.68	\$366.80	\$36.28	\$362.80	\$36.27	\$362.70
14. 2-inch FIP x PJ (C14-77 or equal)	2	each	\$56.98	\$113.96	\$55.87	\$111.74	\$55.26	\$110.52	\$55.25	\$110.50
15. 2-inch PJ x PJ (C44-77 or equal)	10	each	\$72.56	\$725.60	\$71.15	\$711.50	\$70.37	\$703.70	\$70.36	\$703.60
16. 2-inch MIP x PJ (C84-77 or equal)	17	each	\$54.51	\$926.67	\$53.45	\$908.65	\$52.86	\$898.62	\$52.85	\$898.45
Total Section 4 - Brass Straight Couplings (LF)			\$5,714.21		\$5,601.28		\$5,586.10		\$5,539.86	

Section 5 - Brass Bell Reducer Couplings FIPT x FIPT (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 1-inch x 3/4-inch	37	each	\$11.88	\$439.56	No Bid	No Bid	\$9.82	\$363.34	\$14.15	\$523.55
2. 1-1/2 inch x 1-inch	2	each	\$30.18	\$60.36	No Bid	No Bid	\$24.93	\$49.86	\$35.66	\$71.32
3. 2-inch x 1-inch	10	each	\$52.80	\$528.00	No Bid	No Bid	\$43.60	\$436.00	\$62.73	\$627.30
4. 2-inch x 1-1/2 inch	6	each	\$48.88	\$293.28	No Bid	No Bid	\$40.37	\$242.22	\$58.13	\$348.78
Total Section 5 - Brass Bell Reducer Couplings FIPT x FIPT (LF)			\$1,321.20		No Bid		\$1,091.42		\$1,570.95	

Section 6 - Elbow Brass 90° PJ x PJ (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch (L44-33 or equal)	14	each	\$18.15	\$254.10	\$17.79	\$249.06	\$17.78	\$248.92	\$17.59	\$246.26
2. 1-inch (L44-44 or equal)	50	each	\$23.31	\$1,165.50	\$22.86	\$1,143.00	\$22.84	\$1,142.00	\$22.60	\$1,130.00
3. 1-1/2 inch (L44-66 or equal)	40	each	\$74.86	\$2,994.40	\$73.41	\$2,936.40	\$73.34	\$2,933.60	\$72.59	\$2,903.60
4. 2-inch (L44-77 or equal)	6	each	\$151.45	\$908.70	\$148.51	\$891.06	\$148.36	\$890.16	\$146.85	\$881.10
Total Section 6 - Elbow Brass 90° PJ x PJ (LF)			\$5,322.70		\$5,219.52		\$5,214.68		\$5,160.96	

Section 7 - Elbow Brass 90° FIPT x FIPT (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch	6	each	\$7.01	\$42.06	No Bid	No Bid	\$5.79	\$34.74	\$8.33	\$49.98
2. 1-inch	6	each	\$11.40	\$68.40	No Bid	No Bid	\$9.42	\$56.52	\$13.53	\$81.18
3. 1-1/2 inch	6	each	\$22.80	\$136.80	No Bid	No Bid	\$18.83	\$112.98	\$27.06	\$162.36
4. 2-inch	8	each	\$36.80	\$294.40	No Bid	No Bid	\$30.39	\$243.12	\$43.53	\$348.24
Total Section 7 - Elbow Brass 90° FIPT x FIPT (LF)			\$541.66		No Bid		\$447.36		\$641.76	

Section 8 - Brass Threaded Nipples (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch x close	10	each	\$1.79	\$17.90	\$1.45	\$14.50	\$1.24	\$12.40	\$1.23	\$12.30
2. ¾-inch x 2-inch	10	each	\$2.26	\$22.60	\$1.83	\$18.30	\$1.55	\$15.50	\$1.55	\$15.50
3. ¾-inch x 3-inch	22	each	\$3.02	\$66.44	\$2.44	\$53.68	\$2.05	\$45.10	\$2.08	\$45.76
4. ¾-inch x 4-inch	2	each	\$3.94	\$7.88	\$3.18	\$6.36	\$2.70	\$5.40	\$2.71	\$5.42
5. ¾-inch x 5-inch	2	each	\$4.74	\$9.48	\$3.81	\$7.62	\$3.25	\$6.50	\$3.25	\$6.50
6. ¾-inch x 6-inch	2	each	\$5.76	\$11.52	\$4.64	\$9.28	\$3.95	\$7.90	\$3.96	\$7.92
7. 1-inch x close	2	each	\$2.65	\$5.30	\$2.14	\$4.28	\$1.82	\$3.64	\$1.81	\$3.62
8. 1-inch x 2-inch	10	each	\$3.26	\$32.60	\$2.64	\$26.40	\$2.25	\$22.50	\$2.24	\$22.40
9. 1-inch x 3-inch	10	each	\$4.38	\$43.80	\$3.54	\$35.40	\$3.01	\$30.10	\$3.01	\$30.10
10. 1-inch x 4-inch	4	each	\$5.71	\$22.84	\$4.60	\$18.40	\$3.91	\$15.64	\$3.92	\$15.68
11. 1-inch x 5-inch	2	each	\$7.04	\$14.08	\$5.68	\$11.36	\$4.82	\$9.64	\$4.83	\$9.66
12. 1-inch x 6-inch	17	each	\$8.42	\$143.14	\$6.78	\$115.26	\$5.77	\$98.09	\$5.77	\$98.09
13. 1-1/2 inch x close	2	each	\$5.20	\$10.40	\$4.19	\$8.38	\$3.56	\$7.12	\$3.57	\$7.14
14. 1-1/2 inch x 2-inch	4	each	\$5.59	\$22.36	\$4.50	\$18.00	\$3.83	\$15.32	\$3.83	\$15.32
15. 1-1/2 inch x 3-inch	8	each	\$7.69	\$61.52	\$6.20	\$49.60	\$5.28	\$42.24	\$5.28	\$42.24
16. 1-1/2 inch x 4-inch	3	each	\$10.02	\$30.06	\$8.08	\$24.24	\$6.87	\$20.61	\$6.89	\$20.67
17. 1-1/2 inch x 5-inch	3	each	\$13.64	\$40.92	\$10.04	\$30.12	\$8.54	\$25.62	\$8.56	\$25.68
18. 1-1/2 inch x 6-inch	16	each	\$14.80	\$236.80	\$11.93	\$190.88	\$10.15	\$162.40	\$10.17	\$162.72
19. 2-inch x close	2	each	\$7.90	\$15.80	\$6.38	\$12.76	\$5.43	\$10.86	\$5.42	\$10.84
20. 2-inch x 2-inch	2	each	\$7.90	\$15.80	\$6.38	\$12.76	\$5.43	\$10.86	\$5.43	\$10.86
21. 2-inch x 3-inch	15	each	\$9.84	\$147.60	\$7.94	\$119.10	\$6.76	\$101.40	\$6.76	\$101.40
22. 2-inch x 4-inch	8	each	\$12.89	\$103.12	\$10.39	\$83.12	\$8.75	\$70.00	\$8.85	\$70.80
23. 2-inch x 5-inch	2	each	\$17.48	\$34.96	\$12.85	\$25.70	No Bid	No Bid	\$10.95	\$21.90
24. 2-inch x 6-inch	36	each	\$19.03	\$685.08	\$15.34	\$552.24	\$12.92	\$465.12	\$13.07	\$470.52



Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
25. 3-inch x 6-inch	4	each	\$55.93	\$223.72	\$43.26	\$173.04	\$36.43	\$145.72	\$36.87	\$147.48
<b>Total Section 8 - Brass Threaded Nipples (LF)</b>			\$2,025.72		\$1,620.78		No Bid		\$1,380.52	

Section 9 - Stainless Steel Stiffner 50 Series	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4 inch	500	each	\$1.15	\$575.00	\$1.11	\$555.00	\$1.09	\$545.00	\$1.06	\$530.00
2. 1 inch	500	each	\$1.22	\$610.00	\$1.16	\$580.00	\$1.14	\$570.00	\$1.12	\$560.00
3. 1-1/2 inch	40	each	\$1.68	\$67.20	\$1.63	\$65.20	\$1.58	\$63.20	\$1.54	\$61.60
4. 2 inch	60	each	\$1.68	\$100.80	\$1.63	\$97.80	\$1.58	\$94.80	\$1.55	\$93.00
<b>Total Section 9 - Stainless Steel Stiffner 50 Series</b>			\$1,353.00		\$1,298.00		\$1,273.00		\$1,244.60	

Section 10 - Full Circle Clamps (Single Band) (with Removable Lugs) *Only Smith-Blair or Ford will be accepted*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 1-1/2 inch x 7-1/2 inch; 1.88-1.92 (SB 244 or FSC 1906R)	6	each	No Bid	No Bid	\$34.35	\$206.10	\$35.24	\$211.44	\$34.17	\$205.02
2. 1-1/2 inch x 15-inch; 1.88-1.92	6	each	No Bid	No Bid	\$66.06	\$396.36	\$67.78	\$406.68	\$65.73	\$394.38
3. 2-inch x 7-1/2 inch; 2.35-2.63	100	each	No Bid	No Bid	\$39.17	\$3,917.00	\$40.19	\$4,019.00	\$38.97	\$3,897.00
4. 2-inch x 15-inch; 2.35-2.63	9	each	No Bid	No Bid	\$72.66	\$653.94	\$74.55	\$670.95	\$72.29	\$650.61
5. 2-1/2 inch x 7-1/2 inch; 2.70-3.00	5	each	No Bid	No Bid	\$41.75	\$208.75	\$42.83	\$214.15	\$41.54	\$207.70
6. 2-1/2 inch x 15 inch; 2.70-3.00	2	each	No Bid	No Bid	\$76.75	\$153.50	\$80.43	\$160.86	\$76.36	\$152.72
7. 3-4 inch x 7-1/2 inch; 3.46-3.70	2	each	No Bid	No Bid	\$44.01	\$88.02	\$46.12	\$92.24	\$43.79	\$87.58
8. 3-4 inch x 7-1/2 inch; 3.73-4.00	2	each	No Bid	No Bid	\$44.82	\$89.64	\$46.97	\$93.94	\$44.59	\$89.18
9. 3-4 inch x 15-inch; 3.73-4.00	2	each	No Bid	No Bid	\$45.61	\$91.22	\$85.40	\$170.80	\$81.09	\$162.18
10. 3-4 inch x 7-1/2 inch; 3.96-4.25	2	each	No Bid	No Bid	\$46.78	\$93.56	\$48.37	\$96.74	\$45.93	\$91.86
11. 3-4 inch x 15-inch; 3.96-4.25	2	each	No Bid	No Bid	\$83.73	\$167.46	\$87.73	\$175.46	\$83.30	\$166.60
12. 4-inch x 7-1/2 inch; 4.45-4.73	4	each	No Bid	No Bid	\$45.88	\$183.52	\$48.07	\$192.28	\$45.64	\$182.56
13. 4-inch x 15-inch; 4.45-4.73	2	each	No Bid	No Bid	\$82.89	\$165.78	\$86.86	\$173.72	\$82.47	\$164.94
14. 4-inch x 7-1/2 inch; 4.74-5.14	2	each	No Bid	No Bid	\$47.23	\$94.46	\$49.20	\$98.40	\$57.09	\$114.18
15. 4-inch x 15-inch; 4.74-5.14	2	each	No Bid	No Bid	\$58.79	\$117.58	\$91.09	\$182.18	\$82.47	\$164.94
16. 6-inch x 7-1/2 inch; 6.56-6.96	6	each	No Bid	No Bid	\$47.45	\$284.70	\$56.40	\$338.40	\$86.48	\$518.88
17. 6-inch x 7-1/2 inch; 6.84-7.24	45	each	No Bid	No Bid	\$54.48	\$2,451.60	\$56.46	\$2,540.70	\$54.74	\$2,463.30
18. 6-inch x 7-1/2 inch; 7.05-7.45	6	each	No Bid	No Bid	\$53.65	\$321.90	\$56.22	\$337.32	\$53.38	\$320.28
19. 6-inch x 15-inch; 6.56-6.96	4	each	No Bid	No Bid	\$98.05	\$392.20	\$102.75	\$411.00	\$97.55	\$390.20
20. 6-inch x 15-inch; 6.84-7.24	32	each	No Bid	No Bid	\$99.25	\$3,176.00	\$101.83	\$3,258.56	\$98.74	\$3,159.68
21. 8-inch x 7-1/2 inch; 8.54-8.94	6	each	No Bid	No Bid	\$61.72	\$370.32	\$65.77	\$394.62	\$62.44	\$374.64
22. 8-inch x 7-1/2 inch; 8.99-9.39	4	each	No Bid	No Bid	\$61.72	\$246.88	\$64.69	\$258.76	\$61.42	\$245.68
23. 8-inch x 7-1/2 inch; 9.27-9.67	2	each	No Bid	No Bid	\$62.83	\$125.66	\$66.16	\$132.32	\$62.81	\$125.62
24. 8-inch x 15-inch; 8.54-8.94	4	each	No Bid	No Bid	\$108.58	\$434.32	\$118.06	\$472.24	\$114.48	\$457.92
25. 8-inch x 15-inch; 8.99-9.39	4	each	No Bid	No Bid	\$114.39	\$457.56	\$117.36	\$469.44	\$113.80	\$455.20
26. 8-inch x 15-inch; 9.27-9.67	2	each	No Bid	No Bid	\$62.83	\$125.66	\$115.47	\$230.94	\$110.80	\$221.60
27. 10-inch x 7-1/2 inch; 11.04-11.44	1	each	No Bid	No Bid	\$71.29	\$71.29	\$72.39	\$72.39	\$70.92	\$70.92
28. 10-inch x 15-inch; 11.04-11.44	2	each	No Bid	No Bid	\$132.36	\$264.72	\$134.40	\$268.80	\$131.68	\$263.36
29. 12-inch x 7-1/2 inch; 13.10-13.50	2	each	No Bid	No Bid	\$80.30	\$160.60	\$81.55	\$163.10	\$79.90	\$159.80
30. 12-inch x 15-inch; 13.10-13.50	4	each	No Bid	No Bid	\$147.14	\$588.56	\$149.41	\$597.64	\$146.39	\$585.56
<b>Total Section 10 - Full Circle Clamps (Single Band) (With Removable Lugs)</b>			No Bid		\$16,098.86		\$16,905.07		\$16,544.09	

Section 11 - Full Circle Clamps (Double Band) (with removable lugs) *Only Smith-Blair or Ford will be accepted*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 14-inch x 20-inch; 15.07-15.82	2	each	No Bid	No Bid	\$352.06	\$704.12	\$350.28	\$700.56	\$350.28	\$700.56
1. 16-inch x 20-inch; 17.15-17.90	2	each	No Bid	No Bid	\$368.01	\$736.02	\$366.15	\$732.30	\$366.15	\$732.30
3. 18-inch x 20-inch; 19.23-19.98	2	each	No Bid	No Bid	\$383.30	\$766.60	\$381.36	\$762.72	\$381.31	\$762.62
4. 18-inch x 20-inch; 19.90-20.65	2	each	No Bid	No Bid	\$388.11	\$776.22	\$386.15	\$772.30	\$386.15	\$772.30
5. 20-inch x 15-inch; 21.52-22.27	2	each	No Bid	No Bid	\$297.64	\$595.28	\$296.14	\$592.28	\$296.14	\$592.28
<b>Total Section 11 - Full Circle Clamps (Double Band) (with removable lugs)</b>			No Bid		\$3,578.24		\$3,560.16		\$3,560.06	

Section 12 - Collar Leak Clamps *Only Smith-Blair or Ford will be accepted*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch x 7.5 inches; 2.35-2.63	4	each	No Bid	No Bid	\$38.58	\$154.32	\$64.73	\$258.92	\$61.46	\$245.84
2. 3-inch x 7.5 inches; 3.46-3.70	1	each	No Bid	No Bid	\$42.71	\$42.71	\$77.64	\$77.64	\$73.71	\$73.71

Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
3. 4-inch x 7.5 inches; 4.45-4.73	2	each	No Bid	No Bid	\$53.15	\$106.30	\$84.02	\$168.04	\$79.77	\$159.54
4. 6-inch x 7.5 inches; 6.56-6.96	2	each	No Bid	No Bid	\$62.48	\$124.96	\$80.94	\$161.88	\$79.30	\$158.60
5. 8-inch x 7.5 inches; 8.54-8.94	2	each	No Bid	No Bid	\$80.92	\$161.84	\$107.63	\$215.26	\$105.45	\$210.90
Total Section 12 - Collar Leak Clamps			No Bid		\$590.13		\$881.74		\$848.59	

Section 13 - Tapping Saddles (CI or DI with CC Threads) *Only Smith-Blair or Ford will be accepted*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 8-inch x 1-inch; 8.54-10.10	4	each	No Bid	No Bid	\$45.49	\$181.96	\$46.20	\$184.80	\$45.49	\$181.96
2. 2-inch x 1-inch; 2.35-2.56	20	each	No Bid	No Bid	\$19.64	\$392.80	\$19.74	\$394.80	\$19.64	\$392.80
3. 3-inch x 1-inch; 2.97-3.54	2	each	No Bid	No Bid	\$20.44	\$40.88	\$20.75	\$41.50	\$20.43	\$40.86
4. 3-4 inch x 2-inch; 3.74-4.13	2	each	No Bid	No Bid	\$39.65	\$79.30	\$40.26	\$80.52	\$39.65	\$79.30
5. 4-inch x 1-inch; 4.40-4.80	2	each	No Bid	No Bid	\$33.51	\$67.02	\$34.03	\$68.06	\$33.51	\$67.02
6. 4-inch x 1-inch; 4.74-5.14	2	each	No Bid	No Bid	\$33.51	\$67.02	\$34.03	\$68.06	\$33.52	\$67.04
7. 4 inch x 2-inch; 4.74-5.14	2	each	No Bid	No Bid	\$40.37	\$80.74	\$40.99	\$81.98	\$40.36	\$80.72
8. 6-inch x 1-inch; 5.94-6.90	2	each	No Bid	No Bid	\$38.51	\$77.02	\$39.10	\$78.20	\$38.50	\$77.00
9. 6-inch x 1-inch; 6.84-7.60	32	each	No Bid	No Bid	\$38.51	\$1,232.32	\$39.10	\$1,251.20	\$38.51	\$1,232.32
10. 6-inch x 2-inch; 5.94-6.90	2	each	No Bid	No Bid	\$45.42	\$90.84	\$44.87	\$89.74	\$45.42	\$90.84
11. 8-inch x 1-inch; 7.69-9.05	16	each	No Bid	No Bid	\$44.77	\$716.32	\$45.46	\$727.36	\$44.77	\$716.32
12. 8-inch x 2-inch; 8.54-10.10	2	each	No Bid	No Bid	\$53.72	\$107.44	\$54.55	\$109.10	\$53.71	\$107.42
13. 10-12 inch x 1-inch; 10.64-12.12	2	each	No Bid	No Bid	\$54.07	\$108.14	\$54.91	\$109.82	\$54.07	\$108.14
14. 10-12 inch x 2-inch; 10.64-12.12	2	each	No Bid	No Bid	\$62.72	\$125.44	\$63.69	\$127.38	\$62.72	\$125.44
15. 12-inch x 1-inch; 12.75-13.20	8	each	No Bid	No Bid	\$62.93	\$503.44	\$63.91	\$511.28	\$62.93	\$503.44
16. 2.25-2.5 inch x 1-inch; 2.44-2.91	2	each	No Bid	No Bid	\$20.04	\$40.08	\$20.78	\$41.56	\$20.04	\$40.08
17. 3-4 inch x 1-inch; 3.74-4.13	2	each	No Bid	No Bid	\$33.51	\$67.02	\$34.75	\$69.50	\$33.51	\$67.02
18. 4-inch x 1.5-inch; 4.74-5.63	2	each	No Bid	No Bid	\$36.49	\$72.98	\$37.84	\$75.68	\$36.49	\$72.98
19. 6-inch x 1.5-inch; 6.84-7.60	2	each	No Bid	No Bid	\$41.82	\$83.64	\$42.46	\$84.92	\$41.81	\$83.62
20. 8-inch x 1.5-inch; 8.54-10.10	2	each	No Bid	No Bid	\$49.23	\$98.46	\$49.99	\$99.98	\$49.23	\$98.46
21. 10-inch x 1.5-inch; 10.64-12.12	1	each	No Bid	No Bid	\$58.17	\$58.17	\$59.07	\$59.07	\$58.17	\$58.17
22. 12-inch x 1.5-inch; 12.75-13.20	2	each	No Bid	No Bid	\$67.40	\$134.80	\$68.44	\$136.88	\$67.40	\$134.80
Total Section 13 - Tapping Saddles (CI or DI with CC Threads)			No Bid		\$4,425.83		\$4,491.39		\$4,425.75	

Section 14 - Mult-Range Repair Couplings (Hymax Only; No Substitutions Allowed)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 1-1/2 inch x standard length; 1.81-2.28	50	each	\$81.31	\$4,065.50	\$79.25	\$3,962.50	\$82.17	\$4,108.50	\$78.84	\$3,942.00
2. 2-inch x standard length; 2.34-2.85	194	each	\$85.73	\$16,631.62	\$84.85	\$16,460.90	\$86.63	\$16,806.22	\$83.13	\$16,127.22
3. 3-inch x standard length; 3.46-4.21	16	each	\$113.09	\$1,809.44	\$110.80	\$1,772.80	\$114.28	\$1,828.48	\$109.66	\$1,754.56
4. 4-inch x standard length; 4.46-5.50	20	each	\$144.91	\$2,898.20	\$141.95	\$2,839.00	\$146.43	\$2,928.60	\$140.51	\$2,810.20
5. 6-inch x standard length; 6.54-7.65	74	each	\$191.92	\$14,202.08	\$189.95	\$14,056.30	\$193.94	\$14,351.56	\$186.10	\$13,771.40
6. 8-inch x standard length; 8.54-9.85	15	each	\$216.68	\$3,250.20	\$214.45	\$3,216.75	\$218.96	\$3,284.40	\$210.11	\$3,151.65
7. 10-inch x standard length; 10.65-12.20	2	each	\$300.60	\$601.20	\$270.00	\$540.00	\$303.77	\$607.54	\$291.49	\$582.98
8. 12-inch long body coupling, 13.15-14.41	4	each	\$544.86	\$2,179.44	\$533.70	\$2,134.80	\$550.60	\$2,202.40	\$528.35	\$2,113.40
9. 14-inch long body coupling, 15.00-17.10	1	each	\$1,370.86	\$1,370.86	\$1,318.65	\$1,318.65	\$1,416.41	\$1,416.41	\$1,329.32	\$1,329.32
10. 16-inch long body coupling, 17.10-19.20	1	each	\$1,401.66	\$1,401.66	\$1,352.35	\$1,352.35	\$1,373.05	\$1,373.05	\$1,359.18	\$1,359.18
11. 18-inch long body coupling, 19.20-20.29	2	each	\$1,611.53	\$3,223.06	\$1,562.70	\$3,125.40	\$1,578.64	\$3,157.28	\$1,562.69	\$3,125.38
Total Section 14 - Mult-Range Repair Couplings			\$51,633.26		\$50,779.45		\$52,064.44		\$50,067.29	

Section 15 - Adjustable Valve Box Bottom (CI or DI) *Foreign OK*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 15-inch (461-Series)	10	each	\$12.04	\$120.40	\$12.86	\$128.60	\$15.85	\$158.50	\$12.72	\$127.20
2. 24-inch (562-Series)	20	each	\$17.42	\$348.40	\$17.37	\$347.40	\$21.99	\$439.80	\$17.18	\$343.60
Total Section 15 - Adjustable Valve Box Bottom (CI or DI)			\$468.80		\$476.00		\$598.30		\$470.80	

Section 16 - Adjustable Valve Box Top (CI or DI) *Foreign OK*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 10-inch (461-Series)	36	each	\$8.39	\$302.04	\$9.42	\$339.12	\$11.76	\$423.36	\$9.32	\$335.52
2. 16-inch (562-Series)	30	each	\$14.41	\$432.30	\$13.89	\$416.70	\$17.39	\$521.70	\$13.75	\$412.50
Total Section 16 - Adjustable Valve Box Top (CI or DI)			\$734.34		\$755.82		\$945.06		\$748.02	

Section 17 - Valve Box Lid (CI or DI) *Foreign OK*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
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Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
1. Drop Lid to fit Adjustable Valve Box Top as identified in Section 16 of this bid (Fits 461 & 562 Series)	70	each	\$6.45	\$451.50	\$8.56	\$599.20	\$7.07	\$494.90	\$8.33	\$583.10
Total Section 17 - Valve Box Lid (CI or DI)			\$451.50		\$599.20		\$494.90		\$583.10	
Section 18 - MJ x MJ Gate Valve (CI or DI) *Only Mueller Co or Clow Valve Company gate valves will be accepted*			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch	10	each	No Bid	No Bid	\$205.00	\$2,050.00	\$228.32	\$2,283.20	\$382.06	\$3,820.60
2. 3-inch	4	each	No Bid	No Bid	\$295.00	\$1,180.00	\$318.91	\$1,275.64	\$533.67	\$2,134.68
3. 4-inch	2	each	No Bid	No Bid	\$325.00	\$650.00	\$355.06	\$710.12	\$594.15	\$1,188.30
4. 6-inch	8	each	No Bid	No Bid	\$445.00	\$3,560.00	\$513.11	\$4,104.88	\$858.65	\$6,869.20
5. 8-inch	2	each	No Bid	No Bid	\$650.00	\$1,300.00	\$730.45	\$1,460.90	\$1,197.13	\$2,394.26
6. 10-inch	2	each	No Bid	No Bid	\$1,100.00	\$2,200.00	\$1,247.13	\$2,494.26	\$2,086.93	\$4,173.86
7. 12-inch	1	each	No Bid	No Bid	\$1,300.00	\$1,300.00	\$1,400.80	\$1,400.80	\$2,344.08	\$2,344.08
8. 18-inch	1	each	No Bid	No Bid	\$7,000.00	\$7,000.00	\$7,913.22	\$7,913.22	\$13,241.91	\$13,241.91
9. 24-inch	1	each	No Bid	No Bid	\$12,500.00	\$12,500.00	\$15,401.29	\$15,401.29	\$25,772.38	\$25,772.38
Total Section 18 - MJ x MJ Gate Valve (CI or DI)			No Bid		\$31,740.00		\$37,044.31		\$61,939.27	
Section 19 - MJ x Flange Gate Valve (CI or DI) *Only Mueller Co or Clow Valve Company, gate valves will be accepted*			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch	1	each	No Bid	No Bid	\$305.00	\$305.00	\$346.42	\$346.42	\$567.75	\$567.75
2. 6-inch	1	each	No Bid	No Bid	\$410.00	\$410.00	\$464.95	\$464.95	\$762.00	\$762.00
3. 8-inch	1	each	No Bid	No Bid	\$631.00	\$631.00	\$717.00	\$717.00	\$1,175.08	\$1,175.08
4. 10-inch	1	each	No Bid	No Bid	\$1,000.00	\$1,000.00	\$1,123.26	\$1,123.26	\$1,860.28	\$1,860.28
5. 12-inch	1	each	No Bid	No Bid	\$1,210.00	\$1,210.00	\$1,337.56	\$1,337.56	\$2,238.26	\$2,238.26
Total Section 19 - MJ x Flange Gate Valve (CI or DI)			No Bid		\$3,556.00		\$3,989.19		\$6,603.37	
Section 20 - Threaded Gate Valve (CI or DI) *Only Mueller Co or Clow Valve Company gate valves will be accepted*			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch	9	each	No Bid	No Bid	\$198.00	\$1,782.00	\$233.07	\$2,097.63	\$369.91	\$3,329.19
Total Section 20 - Threaded Gate Valve (CI or DI)			No Bid		\$1,782.00		\$2,097.63		\$3,329.19	
Section 21 - MJ Bends - 22-1/2" (CI or DI)			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3-inch	1	each	\$33.55	\$33.55	\$33.55	\$33.55	\$37.36	\$37.36	\$33.55	\$33.55
2. 4-inch	1	each	\$51.72	\$51.72	\$51.72	\$51.72	\$56.32	\$56.32	\$51.72	\$51.72
3. 6-inch	1	each	\$76.18	\$76.18	\$76.19	\$76.19	\$82.89	\$82.89	\$76.19	\$76.19
4. 8-inch	1	each	\$116.02	\$116.02	\$116.03	\$116.03	\$123.01	\$123.01	\$116.03	\$116.03
5. 10-inch	1	each	\$166.34	\$166.34	\$166.36	\$166.36	\$177.21	\$177.21	\$166.35	\$166.35
6. 12-inch	1	each	\$252.32	\$252.32	\$252.34	\$252.34	\$268.79	\$268.79	\$252.31	\$252.31
Total Section 21 - MJ Bends - 22-1/2" (CI or DI)			\$696.13		\$696.19		\$745.58		\$696.15	
Section 22 - MJ Bends - 45" (DI)			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch	1	each	\$52.42	\$52.42	\$52.43	\$52.43	No Bid	No Bid	\$52.43	\$52.43
2. 3-inch	1	each	\$53.82	\$53.82	\$53.83	\$53.83	\$59.94	\$59.94	\$53.82	\$53.82
3. 4-inch	1	each	\$53.82	\$53.82	\$53.83	\$53.83	\$59.94	\$59.94	\$53.83	\$53.83
4. 6-inch	1	each	\$83.87	\$83.87	\$83.88	\$83.88	\$93.41	\$93.41	\$83.88	\$83.88
5. 8-inch	1	each	\$118.82	\$118.82	\$118.83	\$118.83	\$126.58	\$126.58	\$118.83	\$118.83
6. 10-inch	1	each	\$171.24	\$171.24	\$171.26	\$171.26	\$182.42	\$182.42	\$171.25	\$171.25
7. 12-inch	1	each	\$297.74	\$297.74	\$297.77	\$297.77	\$317.18	\$317.18	\$297.76	\$297.76
Total Section 22 - MJ Bends - 45" (DI)			\$831.73		\$831.83		No Bid		\$831.80	
Section 23 - MJ Bends - 90" (DI)			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch	1	each	\$51.72	\$51.72	\$75.51	\$75.51	No Bid	No Bid	\$51.72	\$51.72
2. 3-inch	1	each	\$62.90	\$62.90	\$62.91	\$62.91	\$70.06	\$70.06	\$62.91	\$62.91
3. 4-inch	1	each	\$64.30	\$64.30	\$64.31	\$64.31	\$71.61	\$71.61	\$64.31	\$64.31
4. 6-inch	1	each	\$101.34	\$101.34	\$101.36	\$101.36	\$110.37	\$110.37	\$101.35	\$101.35
5. 8-inch	1	each	\$148.87	\$148.87	\$148.89	\$148.89	\$162.12	\$162.12	\$148.89	\$148.89
6. 10-inch	1	each	\$258.60	\$258.60	\$258.62	\$258.62	\$275.49	\$275.49	\$258.62	\$258.62
7. 12-inch	1	each	\$375.32	\$375.32	\$375.36	\$375.36	\$399.84	\$399.84	\$375.36	\$375.36
Total Section 23 - MJ Bends - 90" (DI)			\$1,063.05		\$1,086.96		No Bid		\$1,063.16	

Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
Section 24 - Reducer MJ x MJ (DI)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch x 3-inch	1	each	\$48.92	\$48.92	\$48.93	\$48.93	\$54.49	\$54.49	\$48.93	\$48.93
2. 6-inch x 2-inch	1	each	\$154.68	\$154.68	\$146.79	\$146.79	No Bid	No Bid	\$146.78	\$146.78
3. 6-inch x 3-inch	1	each	\$66.40	\$66.40	\$66.41	\$66.41	\$73.95	\$73.95	\$66.41	\$66.41
4. 6-inch x 4-inch	1	each	\$58.71	\$58.71	\$58.71	\$58.71	\$65.39	\$65.39	\$58.71	\$58.71
5. 8-inch x 4-inch	1	each	\$90.86	\$90.86	\$90.87	\$90.87	\$98.94	\$98.94	\$90.86	\$90.86
6. 8-inch x 6-inch	1	each	\$97.87	\$97.87	\$97.86	\$97.86	\$106.56	\$106.56	\$97.85	\$97.85
7. 10-inch x 4-inch	1	each	\$106.24	\$106.24	\$106.24	\$106.24	\$114.42	\$114.42	\$106.24	\$106.24
8. 10-inch x 6-inch	1	each	\$106.24	\$106.24	\$106.24	\$106.24	\$114.42	\$114.42	\$106.23	\$106.23
9. 10-inch x 8-inch	1	each	\$116.02	\$116.02	\$116.03	\$116.03	\$124.96	\$124.96	\$116.03	\$116.03
10. 12-inch x 4-inch	1	each	\$195.00	\$195.00	\$195.02	\$195.02	\$207.74	\$207.74	\$195.02	\$195.02
11. 12-inch x 6-inch	1	each	\$186.61	\$186.61	\$186.63	\$186.63	\$198.80	\$198.80	\$186.63	\$186.63
12. 12-inch x 8-inch	1	each	\$190.81	\$190.81	\$190.83	\$190.83	\$203.27	\$203.27	\$190.82	\$190.82
13. 12-inch x 10-inch	1	each	\$182.42	\$182.42	\$182.24	\$182.24	\$194.34	\$194.34	\$182.43	\$182.43
Total Section 24 - Reducer MJ x MJ (DI)			\$1,600.78		\$1,592.80		No Bid		\$1,592.94	
Section 25 - MJ Tees (DI)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch x 2-inch	6	each	\$124.73	\$748.38	\$118.37	\$710.22	No Bid	No Bid	\$81.08	\$486.48
2. 4-inch x 4-inch	1	each	\$85.97	\$85.97	\$85.98	\$85.98	\$91.59	\$91.59	\$85.98	\$85.98
3. 6-inch x 6-inch	1	each	\$146.77	\$146.77	\$146.79	\$146.79	\$156.36	\$156.36	\$146.78	\$146.78
4. 8-inch x 8-inch	1	each	\$218.76	\$218.76	\$218.79	\$218.79	\$233.05	\$233.05	\$218.78	\$218.78
5. 10-inch x 10-inch	1	each	\$382.31	\$382.31	\$382.35	\$382.35	\$407.28	\$407.28	\$382.34	\$382.34
6. 12-inch x 12-inch	1	each	\$482.26	\$482.26	\$482.30	\$482.30	\$515.24	\$515.24	\$482.29	\$482.29
7. 8-inch x 6-inch	1	each	\$183.82	\$183.82	\$183.84	\$183.84	\$195.83	\$195.83	\$183.83	\$183.83
8. 12-inch x 8-inch	1	each	\$365.54	\$365.54	\$365.57	\$365.57	\$389.41	\$389.41	\$365.57	\$365.57
9. 12-inch x 6-inch	1	each	\$345.97	\$345.97	\$346.00	\$346.00	\$368.56	\$368.56	\$346.00	\$346.00
Total Section 25 - MJ Tees (DI)			\$2,959.78		\$2,921.84		No Bid		\$2,698.05	
Section 26 - Cap MJ	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch	1	each	\$21.37	\$21.37	\$20.28	\$20.28	No Bid	No Bid	\$20.27	\$20.27
2. 4-inch	1	each	\$30.05	\$30.05	\$30.06	\$30.06	\$32.73	\$32.73	\$30.05	\$30.05
3. 6-inch	1	each	\$40.54	\$40.54	\$40.54	\$40.54	\$44.14	\$44.14	\$40.54	\$40.54
4. 8-inch	1	each	\$63.60	\$63.60	\$63.61	\$63.61	\$95.90	\$95.90	\$63.61	\$63.61
5. 10-inch	1	each	\$92.96	\$92.96	\$92.97	\$92.97	\$128.63	\$128.63	\$92.96	\$92.96
6. 12-inch	1	each	\$118.82	\$118.82	\$118.83	\$118.83	\$156.03	\$156.03	\$118.82	\$118.82
Total Section 26 - Cap MJ			\$367.34		\$366.29		No Bid		\$366.25	
Section 27 - Plug MJ Solid	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch	1	each	\$38.44	\$38.44	\$38.45	\$38.45	\$41.87	\$41.87	\$38.44	\$38.44
2. 6-inch	1	each	\$60.81	\$60.81	\$60.82	\$60.82	\$66.22	\$66.22	\$60.81	\$60.81
3. 8-inch	2	each	\$86.67	\$173.34	\$86.67	\$173.34	\$94.38	\$188.76	\$86.67	\$173.34
4. 10-inch	1	each	\$111.83	\$111.83	\$111.84	\$111.84	\$121.78	\$121.78	\$111.83	\$111.83
5. 12-inch	1	each	\$133.49	\$133.49	\$133.51	\$133.51	\$145.38	\$145.38	\$133.51	\$133.51
Total Section 27 - Plug MJ Solid			\$517.91		\$517.96		\$564.01		\$517.93	
Section 28 - Tapped Plugs	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch x 2-inch	1	each	\$62.90	\$62.90	\$62.91	\$62.91	\$65.59	\$65.59	\$62.90	\$62.90
2. 6-inch x 2-inch	1	each	\$85.97	\$85.97	\$85.98	\$85.98	\$89.64	\$89.64	\$85.96	\$85.96
3. 8-inch x 2-inch	1	each	\$111.83	\$111.83	\$111.84	\$111.84	\$116.60	\$116.60	\$111.83	\$111.83
4. 10-inch x 2-inch	1	each	\$135.59	\$135.59	\$135.60	\$135.60	\$141.37	\$141.37	\$135.60	\$135.60
5. 12-inch x 2-inch	1	each	\$158.66	\$158.66	\$158.67	\$158.67	\$165.43	\$165.43	\$158.78	\$158.78
Total Section 28 - Tapped Plugs			\$554.95		\$555.00		\$578.63		\$555.07	
Section 29 - MJ Solid Sleeves (Long) (CI or DI)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch x 12-inch	2	each	\$110.75	\$221.50	\$105.10	\$210.20	\$93.09	\$186.18	\$71.99	\$143.98
2. 3-inch x 12-inch	1	each	\$51.72	\$51.72	\$51.72	\$51.72	\$55.26	\$55.26	\$51.72	\$51.72

Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
3. 4-inch x 12-inch	1	each	\$59.41	\$59.41	\$59.42	\$59.42	\$68.03	\$68.03	\$59.42	\$59.42
4. 6-inch x 12-inch	2	each	\$88.76	\$177.52	\$88.78	\$177.56	\$89.69	\$179.38	\$88.77	\$177.54
5. 8-inch x 12-inch	2	each	\$116.02	\$232.04	\$116.03	\$232.06	\$117.24	\$234.48	\$116.02	\$232.04
6. 12-inch x 12-inch	1	each	\$234.84	\$234.84	\$234.86	\$234.86	\$247.48	\$247.48	\$234.85	\$234.85
7. 16-inch x 12-inch	2	each	\$590.59	\$1,181.18	\$590.64	\$1,181.28	\$629.16	\$1,258.32	\$590.63	\$1,181.26
8. 18-inch x 15-inch	2	each	\$782.80	\$1,565.60	\$782.86	\$1,565.72	\$824.94	\$1,649.88	\$782.85	\$1,565.70
Total Section 29 - MJ Solid Sleeves (Long) (CI or DI)			\$3,723.81		\$3,712.82		\$3,879.01		\$3,646.51	

Section 30 - MJ Solid Sleeves (Short)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch x 7.5-inch	2	each	\$55.26	\$110.52	\$52.43	\$104.86	No Bid	No Bid	\$52.43	\$104.86
2. 3-inch x 7.5-inch	1	each	\$37.74	\$37.74	\$37.74	\$37.74	No Bid	No Bid	\$37.74	\$37.74
3. 4-inch x 7.5-inch	1	each	\$38.44	\$38.44	\$38.45	\$38.45	No Bid	No Bid	\$38.44	\$38.44
4. 6-inch x 7.5-inch	2	each	\$63.60	\$127.20	\$63.61	\$127.22	No Bid	No Bid	\$63.61	\$127.22
5. 8-inch x 7.5-inch	2	each	\$86.67	\$173.34	\$86.67	\$173.34	No Bid	No Bid	\$86.67	\$173.34
6. 12-inch x 7.5-inch	1	each	\$146.77	\$146.77	\$146.79	\$146.79	No Bid	No Bid	\$146.78	\$146.78
Total Section 30 - MJ Solid Sleeves (Short)			\$634.01		\$628.40		No Bid		\$628.38	

Section 31 - CI Valve Box Riser (Fits 461-562 Series) *Foreign OK*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2-inch	15	each	\$11.29	\$169.35	\$8.69	\$130.35	\$7.77	\$116.55	\$7.80	\$117.00
2. 3-inch	5	each	\$12.37	\$61.85	\$10.20	\$51.00	\$11.11	\$55.55	\$9.16	\$45.80
3. 4-inch	10	each	\$18.28	\$182.80	\$11.76	\$117.60	\$13.33	\$133.30	\$10.56	\$105.60
Total Section 31 - CI Valve Box Riser (Fits 461-562 Series)			\$414.00		\$298.95		\$305.40		\$268.40	

Section 32 - Swivel x Solid MJ CI Anchor Couplings	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 6-inch x 13-inch	6	each	\$118.82	\$712.92	\$131.30	\$787.80	\$120.11	\$720.66	\$118.82	\$712.92
2. 6-inch x 18-inch	6	each	\$146.77	\$880.62	\$153.03	\$918.18	\$148.37	\$890.22	\$146.78	\$880.68
3. 8-inch x 12-inch	2	each	\$176.83	\$353.66	\$184.37	\$368.74	\$178.75	\$357.50	\$176.84	\$353.68
Total Section 32 - Swivel x Solid MJ CI Anchor Couplings			\$1,947.20		\$2,074.72		\$1,968.38		\$1,947.28	

Section 33 - PVC Compression Coupling	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 1/2-inch (Flo Control 110-05 or equal)	10	each	No Bid	No Bid	\$2.48	\$24.80	\$2.48	\$24.80	\$4.15	\$41.50
2. 3/4-inch (Flo Control 110-07 or equal)	30	each	No Bid	No Bid	\$3.27	\$98.10	\$3.27	\$98.10	\$5.20	\$156.00
3. 1-inch (Flo Control 110-10 or equal)	30	each	No Bid	No Bid	\$4.24	\$127.20	\$4.24	\$127.20	\$7.25	\$217.50
4. 1-1/2 inch (Flo Control 110-15 or equal)	10	each	No Bid	No Bid	\$6.71	\$67.10	\$6.71	\$67.10	\$11.15	\$111.50
5. 2-inch (Flo Control 110-20 or equal)	10	each	No Bid	No Bid	\$8.72	\$87.20	\$8.72	\$87.20	\$14.75	\$147.50
Total Section 33 - PVC Compression Coupling			No Bid		\$404.40		\$404.40		\$674.00	

Section 34 - Stainless Steel All Thread Rod and Couplings	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch x 10 feet	1	each	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2. 5/8-inch x 10 feet	1	each	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3. 3/4-inch all thread coupling	1	each	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4. 5/8-inch all thread coupling	1	each	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Section 34 - Stainless Steel All Thread Rod and Couplings			No Bid		No Bid		No Bid		No Bid	

Section 35 - Gland Packs (Complete with Gaskets and Bolts)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. MJ - 2-inch	22	each	\$9.19	\$202.18	\$14.52	\$319.44	No Bid	No Bid	\$14.81	\$325.82
2. MJ - 3-inch	6	each	\$13.98	\$83.88	\$13.84	\$83.04	\$14.89	\$89.34	\$14.12	\$84.72
3. MJ - 4-inch	10	each	\$16.77	\$167.70	\$16.61	\$166.10	\$17.87	\$178.70	\$16.95	\$169.50
4. MJ - 6-inch	27	each	\$20.27	\$547.29	\$20.07	\$541.89	\$21.60	\$583.20	\$20.48	\$552.96
5. MJ - 8-inch	2	each	\$23.76	\$47.52	\$23.53	\$47.06	\$25.32	\$50.64	\$24.01	\$48.02
6. MJ - 10-inch	2	each	\$32.85	\$65.70	\$23.53	\$47.06	\$35.00	\$70.00	\$33.19	\$66.38
7. MJ - 12-inch	2	each	\$34.95	\$69.90	\$34.60	\$69.20	\$35.00	\$70.00	\$35.30	\$70.60
8. MJ - 16-inch	4	each	\$60.81	\$243.24	\$61.44	\$245.76	\$64.78	\$259.12	\$61.44	\$245.76
9. MJ - 18-inch	4	each	\$81.08	\$324.32	\$81.82	\$327.28	\$83.37	\$333.48	\$81.92	\$327.68
10. Trans - 2-inch	32	each	\$18.49	\$591.68	\$15.49	\$495.68	No Bid	No Bid	\$15.17	\$485.44
11. Trans - 3-inch	6	each	\$19.19	\$115.14	\$20.17	\$121.02	\$14.89	\$89.34	\$19.75	\$118.50



Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
12. Trans - 4-inch	6	each	\$23.55	\$141.30	\$22.73	\$136.38	\$18.62	\$111.72	\$22.25	\$133.50
13. Trans - 6-inch	2	each	\$29.12	\$58.24	\$24.49	\$48.98	\$23.09	\$46.18	\$23.99	\$47.98
14. Trans - 8-inch	2	each	\$34.01	\$68.02	\$33.23	\$66.46	\$26.35	\$52.70	\$32.49	\$64.98
15. Trans - 10-inch	2	each	\$45.34	\$90.68	\$44.24	\$88.48	\$37.95	\$75.90	\$45.15	\$90.30
16. Trans - 12-inch	2	each	\$47.44	\$94.88	\$46.31	\$92.62	\$40.21	\$80.42	\$47.26	\$94.52
Total Section 35 - Gland Packs (Complete with Gaskets and Bolts)			\$2,911.67		\$2,896.45		No Bid		\$2,926.66	

Section 36 - PVC Mega Lugs - Packs (with MJ Gaskets and Bolts) For C-900 Pipe	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch (2004 or equal)	13	each	\$31.05	\$403.65	\$30.38	\$394.94	\$31.26	\$406.38	\$26.98	\$350.74
2. 6-inch (2006 or equal)	12	each	\$39.28	\$471.36	\$38.43	\$461.16	\$39.47	\$473.64	\$34.12	\$409.44
3. 8-inch (2008 or equal)	4	each	\$53.04	\$212.16	\$51.88	\$207.52	\$53.35	\$213.40	\$47.45	\$189.80
4. 10-inch (2010 or equal)	2	each	\$91.43	\$182.86	\$89.44	\$178.88	\$92.38	\$184.76	\$81.80	\$163.60
5. 12-inch (2012 or equal)	8	each	\$96.23	\$769.84	\$94.13	\$753.04	\$96.33	\$770.64	\$86.09	\$688.72
6. 16-inch (2016 or equal)	4	each	\$189.16	\$756.64	\$185.06	\$740.24	\$192.35	\$769.40	\$179.51	\$718.04
Total Section 36 - PVC Mega Lugs - Packs (with MJ Gaskets and Bolts) For C-900 Pipe			\$2,796.51		\$2,735.78		\$2,818.22		\$2,520.34	

Section 37 - DI Mega Lugs - Packs (With MJ Gaskets)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch (1104 or equal)	2	each	\$27.10	\$54.20	\$26.51	\$53.02	\$27.88	\$55.76	\$24.24	\$48.48
2. 6-inch (1106 or equal)	4	each	\$33.71	\$134.84	\$32.98	\$131.92	\$34.54	\$138.16	\$30.16	\$120.64
3. 8-inch (1108 or equal)	7	each	\$45.75	\$320.25	\$44.76	\$313.32	\$46.99	\$328.93	\$40.94	\$286.58
4. 10-inch (1110 or equal)	2	each	\$65.38	\$130.76	\$63.95	\$127.90	\$67.17	\$134.34	\$58.49	\$116.98
5. 12-inch (1112 or equal)	2	each	\$87.63	\$175.26	\$85.73	\$171.46	\$88.10	\$176.20	\$78.40	\$156.80
6. 16-inch (1116 or equal)	2	each	\$189.16	\$378.32	\$146.48	\$292.96	\$151.80	\$303.60	\$132.62	\$265.24
Total Section 37 - DI Mega Lugs - Packs (With MJ Gaskets)			\$1,193.63		\$1,090.58		\$1,136.99		\$994.72	

Section 38 - Brass Pack Joint Tee (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch x 3/4-inch x 3/4-inch (T444-333 or equal)	15	each	\$33.98	\$509.70	\$33.46	\$501.90	\$35.45	\$531.75	\$32.95	\$494.25
2. 1-inch x 1-inch x 1-inch (T444-444 or equal)	14	each	\$36.36	\$509.04	\$35.81	\$501.34	\$37.90	\$530.60	\$35.26	\$493.64
3. 3/4-inch x 1-inch x 3/4-inch (T444-334 or equal)	2	each	\$36.21	\$72.42	\$35.65	\$71.30	\$37.75	\$75.50	\$35.11	\$70.22
4. 1-inch x 3/4-inch x 1-inch (T444-443 or equal)	4	each	\$37.33	\$149.32	\$36.76	\$147.04	\$38.95	\$155.80	\$36.20	\$144.80
Total Section 38 - Brass Pack Joint Tee (LF)			\$1,240.48		\$1,221.58		\$1,293.65		\$1,202.91	

Section 39 - Brass Tees (FIPTxFIPTxFIPT) (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch x 3/4-inch x 3/4-inch	1	each	\$8.74	\$8.74	No Bid	No Bid	\$7.45	\$7.45	\$10.40	\$10.40
2. 1-inch x 1-inch x 1-inch	1	each	\$15.79	\$15.79	No Bid	No Bid	\$13.45	\$13.45	\$18.40	\$18.40
3. 1.5-inch x 1.5-inch x 1.5-inch	2	each	\$30.68	\$61.36	No Bid	No Bid	\$26.15	\$52.30	\$35.66	\$71.32
4. 2-inch x 2-inch x 2-inch	1	each	\$50.85	\$50.85	No Bid	No Bid	\$43.35	\$43.35	\$59.06	\$59.06
Total Section 39 - Brass Tees (FIPTxFIPTxFIPT) (LF)			\$136.74		No Bid		\$116.55		\$159.18	

Section 40 - Flanged Coupling Adaptors	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch; 4.44-4.56 (912-00045004-000 or equal)	1	each	No Bid	No Bid	\$77.48	\$77.48	\$120.15	\$120.15	\$76.68	\$76.68
2. 4-inch; 4.74-4.90 (912-00048004-000 or equal)	1	each	No Bid	No Bid	\$77.48	\$77.48	\$120.15	\$120.15	\$76.69	\$76.69
3. 6-inch; 6.56-6.69 (912-00066306-000 or equal)	1	each	No Bid	No Bid	\$99.08	\$99.08	\$153.43	\$153.43	\$98.06	\$98.06
4. 6-inch; 6.81-6.96 (912-00069006-000 or equal)	1	each	No Bid	No Bid	\$99.08	\$99.08	\$153.43	\$153.43	\$98.07	\$98.07
5. 8-inch; 8.56-8.69 (912-00086308-000 or equal)	1	each	No Bid	No Bid	\$135.97	\$135.97	\$210.61	\$210.61	\$134.57	\$134.57
6. 8-inch; 8.98-9.20 (912-00090508-000 or equal)	1	each	No Bid	No Bid	\$135.97	\$135.97	\$210.61	\$210.61	\$134.58	\$134.58
Total Section 40 - Flanged Coupling Adaptors			No Bid		\$625.06		\$968.38		\$618.65	

Section 41 - Brass Threaded Bushing (LF)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch x 1-inch FIP x MIP (C18-34 or equal)	120	each	\$3.74	\$448.80	\$3.66	\$439.20	\$3.33	\$399.60	\$3.62	\$434.40
2. 3/4 inch x 1-1/4 inch FIP x MIP (C18-35 or equal)	220	each	\$8.93	\$1,964.60	\$8.74	\$1,922.80	\$8.17	\$1,797.40	\$8.65	\$1,903.00
3. 1-inch x 1-1/4 inch FIP x MIP (C18-45 or equal)	12	each	\$7.19	\$86.28	\$7.04	\$84.48	\$6.58	\$78.96	\$6.97	\$83.64
4. 1-1/2 inch x 2-inch FIP x MIP (C18-67 or equal)	4	each	\$14.54	\$58.16	\$14.24	\$56.96	\$13.30	\$53.20	\$14.10	\$56.40
5. 1-inch x 3/4-inch (BBAA-43 or equal)	15	each	\$10.11	\$151.65	\$9.91	\$148.65	\$9.36	\$140.40	\$9.80	\$147.00
6. 2-inch x 1-1/2 inch (BBAA-76 or equal)	2	each	\$33.22	\$66.44	\$32.64	\$65.28	\$30.49	\$60.98	\$32.31	\$64.62
Total Section 41 - Brass Threaded Bushing (LF)			\$2,775.93		\$2,717.37		\$2,530.54		\$2,689.06	

<b>Utility Supplies</b> <b>Bid # 13-10-19</b> <b>Tabulation of Bids Received on August 23, 2018 at 2:30pm</b>			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
<b>Section 42 - Bell Joint Leak Clamps (Complete Kit) *Only Smith-Blair or Ford will be accepted*</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 2-inch; 2.50	1	each	\$39.33	\$39.33	\$43.91	\$43.91	\$110.23	\$110.23	\$38.33	\$38.33
2. 4-inch; 4.80-5.00	1	each	\$59.58	\$59.58	\$66.51	\$66.51	\$110.66	\$110.66	\$58.07	\$58.07
3. 6-inch; 6.90-7.10	2	each	\$65.61	\$131.22	\$73.24	\$146.48	\$121.87	\$243.74	\$63.95	\$127.90
4. 8-inch; 9.05-9.30	1	each	\$90.76	\$90.76	\$101.31	\$101.31	\$168.39	\$168.39	\$88.45	\$88.45
<b>Total Section 42 - Bell Joint Leak Clamps (Complete Kit)</b>			\$320.89		\$358.21		\$633.02		\$312.75	
<b>Section 43 - Brass Sleeve Coupling FIPT (LF)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 3/4-inch	10	each	\$6.15	\$61.50	No Bid	No Bid	\$5.03	\$50.30	\$7.13	\$71.30
2. 1-inch	5	each	\$10.51	\$52.55	No Bid	No Bid	\$8.58	\$42.90	\$12.20	\$61.00
3. 1-1/2 inch	5	each	\$22.80	\$114.00	No Bid	No Bid	\$18.64	\$93.20	\$26.33	\$131.65
4. 2-inch	5	each	\$37.70	\$188.50	No Bid	No Bid	\$30.81	\$154.05	\$43.80	\$219.00
<b>Total Section 43 - Brass Sleeve Coupling FIPT (LF)</b>			\$416.55		No Bid		\$340.45		\$482.95	
<b>Section 44 - Fire Hydrants *Only Clow Medallion F2546B or Mueller A423 Centurion will be accepted*</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 3 foot bury	4	each	No Bid	No Bid	\$1,424.45	\$5,697.80	\$1,538.21	\$6,152.84	\$2,617.10	\$10,468.40
2. 4 foot bury	10	each	No Bid	No Bid	\$1,489.30	\$14,893.00	\$1,613.24	\$16,132.40	\$2,744.75	\$27,447.50
3. 5 foot bury	2	each	No Bid	No Bid	\$1,553.50	\$3,107.00	\$1,688.11	\$3,376.22	\$2,872.13	\$5,744.26
4. 6 foot bury	1	each	No Bid	No Bid	\$1,560.00	\$1,560.00	\$1,762.93	\$1,762.93	\$2,999.40	\$2,999.40
<b>Total Section 44 - Fire Hydrants</b>			No Bid		\$25,257.80		\$27,424.39		\$46,659.56	
<b>Section 45 - Meter Risers (LF)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 3/4-inch; 7W; V42 or equal	180	each	\$71.29	\$12,832.20	\$69.77	\$12,558.60	\$61.85	\$11,133.00	\$69.13	\$12,443.40
2. 3/4-inch; 9W; V42 or equal	12	each	\$72.18	\$866.16	\$70.63	\$847.56	\$62.25	\$747.00	\$69.99	\$839.88
3. 3/4-inch; 12W; V42 or equal	6	each	\$74.72	\$448.32	\$73.12	\$438.72	\$64.75	\$388.50	\$72.45	\$434.70
4. 3/4-inch; 18W; V42 or equal	2	each	\$88.72	\$177.44	\$86.82	\$173.64	\$76.95	\$153.90	\$86.03	\$172.06
5. 1-inch; 10W; V44 or equal	1	each	\$136.13	\$136.13	\$133.21	\$133.21	\$118.00	\$118.00	\$132.00	\$132.00
6. 1-inch; 12W; V44 or equal	7	each	\$139.35	\$975.45	\$136.37	\$954.59	\$119.10	\$833.70	\$135.13	\$945.91
7. 1-inch; 15W; V44 or equal	2	each	\$143.25	\$286.50	\$140.18	\$280.36	\$123.05	\$246.10	\$138.90	\$277.80
8. 2-inch; 18W; V47 or equal	1	each	\$879.84	\$879.84	\$861.01	\$861.01	\$765.25	\$765.25	\$853.18	\$853.18
<b>Total Section 45 - Meter Risers (LF)</b>			\$16,602.04		\$16,247.69		\$14,385.45		\$16,098.93	
<b>Section 46 - Brass Meter Flange Complete Kits (LF)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 1-1/2 inch; 1 flange, 1 gasket & 2 nuts and bolts	12	each	No Bid	No Bid	No Bid	No Bid	\$56.65	\$679.80	No Bid	No Bid
2. 2-inch; 1 flange, 1 gasket & 2 nuts and bolts	6	each	No Bid	No Bid	No Bid	No Bid	\$67.85	\$407.10	No Bid	No Bid
<b>Total Section 46 - Brass Meter Flange Complete Kits (LF)</b>			No Bid		No Bid		\$1,086.90		No Bid	
<b>Section 47 - Concrete Meter Box (Box Only)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 36H	200	each	No Bid	No Bid	\$21.04	\$4,208.00	\$23.95	\$4,790.00	No Bid	No Bid
2. 65H	10	each	No Bid	No Bid	\$36.61	\$366.10	\$45.50	\$455.00	No Bid	No Bid
<b>Total Section 47 - Concrete Meter Box (Box Only)</b>			No Bid		\$4,574.10		\$5,245.00		No Bid	
<b>Section 48 - CI Reader Lid Only (for Concrete Meter Box)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. 36H	144	each	No Bid	No Bid	\$27.37	\$3,941.28	\$19.50	\$2,808.00	No Bid	No Bid
2. 65H	12	each	No Bid	No Bid	\$44.82	\$537.84	\$38.50	\$462.00	No Bid	No Bid
<b>Total Section 48 - CI Reader Lid Only (for Concrete Meter Box)</b>			No Bid		\$4,479.12		\$3,270.00		No Bid	
<b>Section 49 - Meter Box with Overlapping Lid and CI Reader</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. DFW 1730-12-BD-CIRSM or equal	17	each	\$100.87	\$1,714.79	\$99.81	\$1,696.77	\$107.75	\$1,831.75	\$96.75	\$1,644.75
2. East Jordan Iron Works BC1015-12 (32413701 and 32131001) Meter Box with CI Flip-Top Lid with Reader or equal	200	each	\$84.11	\$16,822.00	\$79.03	\$15,806.00	\$85.90	\$17,180.00	\$80.67	\$16,134.00
3. East Jordan Iron Works MSBCF1730-12 Meter Box with MSBCF1730 CI Flip-Top Lid with Reader or equal	4	each	\$197.94	\$791.76	\$185.98	\$743.92	\$206.75	\$827.00	\$189.86	\$759.44
<b>Total Section 49 - Meter Box with Overlapping Lid and CI Reader</b>			\$19,328.55		\$18,246.69		\$19,838.75		\$18,538.19	
<b>Section 50 - Meter Washers</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1. Rubber 3/4-inch = 1/8	4600	each	\$0.10	\$460.00	\$0.09	\$414.00	\$0.08	\$368.00	\$0.10	\$460.00
2. Rubber 3/4-inch = 1/32	1100	each	\$0.07	\$77.00	\$0.07	\$77.00	\$0.07	\$77.00	\$0.06	\$66.00



Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
3. Rubber ¾-inch = 1/16	2700	each	\$0.08	\$216.00	\$0.08	\$216.00	\$0.07	\$189.00	\$0.09	\$243.00
4. Rubber 1-inch = 1/8	1000	each	\$0.11	\$110.00	\$0.11	\$110.00	\$0.10	\$100.00	\$0.12	\$120.00
5. Rubber 1-inch = 1/32	500	each	\$0.08	\$40.00	\$0.08	\$40.00	\$0.08	\$40.00	\$0.09	\$45.00
6. Fiber 3/4-inch = 1/8	100	each	\$0.20	\$20.00	\$0.17	\$17.00	\$0.16	\$16.00	\$0.21	\$21.00
7. Fiber 3/4-inch = 1/32	100	each	\$0.07	\$7.00	\$0.07	\$7.00	\$0.07	\$7.00	\$0.06	\$6.00
8. Fiber 1-inch = 1/8	100	each	\$0.23	\$23.00	\$0.20	\$20.00	\$0.18	\$18.00	\$0.25	\$25.00
9. Fiber 1-inch = 1/32	100	each	\$0.08	\$8.00	\$0.08	\$8.00	\$0.08	\$8.00	\$0.06	\$6.00
Total Section 50 - Meter Washers			\$961.00		\$909.00		\$823.00		\$992.00	

Section 51 - Sewer Supplies - SDR 26 Deep Bell	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch spigot plug	1	each	\$2.49	\$2.49	\$12.38	\$12.38	\$9.28	\$9.28	\$8.18	\$8.18
2. 4-inch cap SW	39	each	\$1.08	\$42.12	\$15.42	\$601.38	\$10.78	\$420.42	\$14.41	\$561.99
3. 6-inch spigot plug	3	each	\$3.82	\$11.46	\$15.59	\$46.77	\$19.41	\$58.23	\$17.92	\$53.76
4. 6-inch cap SW	6	each	\$3.94	\$23.64	\$9.80	\$58.80	\$23.52	\$141.12	\$16.54	\$99.24
5. 8-inch spigot plug	8	each	\$13.53	\$108.24	\$26.43	\$211.44	\$34.31	\$274.48	\$31.63	\$253.04
6. 8-inch cap SW	3	each	\$12.93	\$38.79	\$28.51	\$85.53	\$35.61	\$106.83	\$48.09	\$144.27
7. 8x6 Reducers SXG SDR 26	1	each	\$37.48	\$37.48	\$34.97	\$34.97	\$115.60	\$115.60	\$41.78	\$41.78
Total Section 51 - Sewer Supplies - SDR 26 Deep Bell			\$264.22		\$1,051.27		\$1,125.96		\$1,162.26	

Section 52 - Non-Shear Flex Boot Coupling	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch; non-shear; PVC x PVC (Fernco or Mission F1056-44SR or equal)	150	each	\$11.34	\$1,701.00	\$10.69	\$1,603.50	\$11.25	\$1,687.50	\$10.53	\$1,579.50
2. 6-inch; non-shear; PVC x PVC (Fernco or Mission F1056-66SR or equal)	20	each	\$18.57	\$371.40	\$17.51	\$350.20	\$18.35	\$367.00	\$17.24	\$344.80
3. 8-inch; non-shear; PVC x PVC (Fernco or Mission F1056-88SR or equal)	10	each	\$23.68	\$236.80	\$22.33	\$223.30	\$23.40	\$234.00	\$21.99	\$219.90
4. 10-inch; non-shear; PVC x PVC (Fernco or Mission F1056-1010SR or equal)	3	each	\$33.73	\$101.19	\$31.80	\$95.40	\$33.36	\$100.08	\$31.31	\$93.93
5. 12-inch; non-shear; PVC x PVC (Fernco or Mission F1056-1212SR or equal)	1	each	\$38.38	\$38.38	\$36.20	\$36.20	\$37.95	\$37.95	\$35.64	\$35.64
6. 4-inch; non-shear; Clay x PVC (Fernco or Mission F1002-44SR or equal)	170	each	\$11.99	\$2,038.30	\$11.31	\$1,922.70	\$11.85	\$2,014.50	\$11.13	\$1,892.10
7. 6-inch; non-shear; Clay x PVC (Fernco or Mission F1002-66SR or equal)	170	each	\$18.56	\$3,155.20	\$17.50	\$2,975.00	\$18.35	\$3,119.50	\$17.23	\$2,929.10
8. 8-inch; non-shear; Clay x PVC (Fernco or Mission F1002-88SR or equal)	10	each	\$25.21	\$252.10	\$23.77	\$237.70	\$24.90	\$249.00	\$23.40	\$234.00
9. 10-inch; non-shear; Clay x PVC (Fernco or Mission F1002-1010SR or equal)	4	each	\$34.97	\$139.88	\$32.97	\$131.88	\$34.55	\$138.20	\$32.46	\$129.84
10. 12-inch; non-shear; Clay x PVC (Fernco or Mission F1002-1212SR or equal)	2	each	\$39.66	\$79.32	\$37.40	\$74.80	\$39.20	\$78.40	\$36.82	\$73.64
Total Section 52 - Non-Shear Flex Boot Coupling			\$8,113.57		\$7,650.68		\$8,026.13		\$7,532.45	

Section 53 - Sewer Caps Threaded PVC with Sleeve - SDR 35	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch cleanout adaptor H x FIPT with raised nut plug	295	each	\$8.62	\$2,542.90	\$2.43	\$716.85	\$6.35	\$1,873.25	\$5.46	\$1,610.70
Total Section 53 - Sewer Caps Threaded PVC with Sleeve - SDR 35			\$2,542.90		\$716.85		\$1,873.25		\$1,610.70	

Section 54 - Sewer Clean Outs	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch 2-way clean outs (Plastic Trends #GDF1004 or equal)	2	each	\$6.97	\$13.94	\$15.02	\$30.04	\$24.25	\$48.50	\$24.75	\$49.50
2. 6-inch 2-way clean outs (Plastic Trends #GDF1006 or equal)	2	each	\$42.97	\$85.94	\$86.44	\$172.88	\$134.80	\$269.60	\$125.08	\$250.16
3. CI cleanout boot (East Jordan Iron Works V8505 or equal)	10	each	No Bid	No Bid	\$127.55	\$1,275.50	No Bid	No Bid	\$123.64	\$1,236.40
Total Section 54 - Sewer Clean Outs			No Bid		\$1,478.42		No Bid		\$1,536.06	

Section 55 - SDR 26 Sewer Wyes GxGxG (with Deep Bell)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch x 4-inch x 4-inch	230	each	\$21.97	\$5,053.10	\$23.41	\$5,384.30	\$29.30	\$6,739.00	\$22.90	\$5,267.00
2. 6-inch x 6-inch x 4-inch	89	each	\$28.55	\$2,540.95	\$30.74	\$2,735.86	\$36.30	\$3,230.70	\$29.74	\$2,646.86
3. 6-inch x 6-inch x 6-inch	2	each	\$33.38	\$66.76	\$38.01	\$76.02	\$44.50	\$89.00	\$37.21	\$74.42
4. 8-inch x 8-inch x 4-inch	110	each	\$40.40	\$4,444.00	\$43.04	\$4,734.40	\$50.35	\$5,538.50	\$42.06	\$4,626.60
5. 8-inch x 8-inch x 6-inch	2	each	\$46.35	\$92.70	\$49.38	\$98.76	\$57.80	\$115.60	\$48.28	\$96.56
6. 8-inch x 8-inch x 8-inch	2	each	\$81.26	\$162.52	\$86.59	\$173.18	\$101.25	\$202.50	\$91.88	\$183.76
Total Section 55 - SDR 26 Sewer Wyes GxGxG (with Deep Bell)			\$12,360.03		\$13,202.52		\$15,915.30		\$12,895.20	

Section 56 - SDR 26 Sewer Tee Wyes GxGxG (with Deep Bell)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch x 4-inch x 4-inch	2	each	\$26.70	\$53.40	\$27.48	\$54.96	\$31.76	\$63.52	\$27.73	\$55.46
2. 6-inch x 6-inch x 4-inch	2	each	\$31.32	\$62.64	\$32.23	\$64.46	\$37.35	\$74.70	\$35.59	\$71.18

Utility Supplies Bid # 13-10-19 Tabulation of Bids Received on August 23, 2018 at 2:30pm			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
3. 6-inch x 6-inch x 6-inch	2	each	\$41.02	\$82.04	\$42.22	\$84.44	\$48.95	\$97.90	\$42.74	\$85.48
4. 8-inch x 8-inch x 4-inch	2	each	\$39.55	\$79.10	\$40.70	\$81.40	\$49.87	\$99.74	\$41.63	\$83.26
5. 8-inch x 8-inch x 6-inch	2	each	\$45.19	\$90.38	\$46.51	\$93.02	\$57.24	\$114.48	\$47.08	\$94.16
6. 8-inch x 8-inch x 8-inch	3	each	\$101.81	\$305.43	\$104.78	\$314.34	\$121.49	\$364.47	\$105.95	\$317.85
Total Section 56 - SDR 26 Sewer Tee Wyes GxGxG (with Deep Bell)			\$672.99		\$692.62		\$814.81		\$707.39	
Section 57 - Type M2 Adjustable Steel Manhole Ring Risers *Foreign OK*			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 1-inch x 24-inch	2	each			\$182.82	\$365.64	\$211.81	\$423.62	190.94	\$381.88
2. 2-inch x 24-inch	8	each			\$182.82	\$1,462.56	\$211.81	\$1,694.48	\$190.94	\$1,527.52
3. 3-inch x 24-inch	1	each			\$209.95	\$209.95	\$243.24	\$243.24	\$219.28	\$219.28
4. 4-inch x 24-inch	2	each			\$235.89	\$471.78	\$273.29	\$546.58	\$246.34	\$492.68
5. 1-inch x 32-inch	2	each			\$247.68	\$495.36	\$286.96	\$573.92	\$258.69	\$517.38
6. 2-inch x 32-inch	2	each			\$247.68	\$495.36	\$286.96	\$573.92	\$258.69	\$517.38
7. 3-inch x 32-inch	2	each			\$273.64	\$547.28	\$317.03	\$634.06	\$285.80	\$571.60
8. 4-inch x 32-inch	2	each			\$310.20	\$620.40	\$359.39	\$718.78	\$323.99	\$647.98
Total Section 57 - Type M2 Adjustable Steel Manhole Ring Risers			\$4,668.33		\$5,408.60		\$4,875.70		\$5,851.63	
Section 58 - Cast Iron Manhole Rings & Covers *Foreign OK*			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 2024 or equal Ring Only (24-inch)	2	each			\$384.67	\$769.34	\$75.76	\$151.52	\$126.39	\$252.78
2. 2024 or equal Cover Only (24-inch)	5	each			\$135.65	\$678.25	\$80.81	\$404.05	\$104.81	\$524.05
3. V1432 or equal Ring Only; Gusset with Lifting Eyes with Mud Ring(32-inch)	40	each			\$118.76	\$4,750.40	\$105.26	\$4,210.40	\$140.43	\$5,617.20
4. V1432 or equal Cover Only (32-inch)	40	each			\$142.28	\$5,691.20	\$115.79	\$4,631.60	\$137.23	\$5,489.20
Total Section 58 - Cast Iron Manhole Rings & Covers			\$11,889.19		\$9,397.57		\$11,883.23		\$9,131.21	
Section 59 - Concrete Manhole Ring Risers			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 32" x 2"	6	each			No Bid	No Bid	\$31.82	\$190.92	\$29.41	\$176.46
2. 32" x 4"	20	each			No Bid	No Bid	\$48.91	\$978.20	No Bid	No Bid
Total Section 59 - Concrete Manhole Ring Risers			No Bid		\$1,169.12		No Bid		\$565.32	
Section 60 - Concrete Manhole Cones			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. Center-holed (Concentric); 24-inch	2	each			No Bid	No Bid	\$180.72	\$361.44	No Bid	No Bid
2. Side-holed (Eccentric); 24-inch	2	each			No Bid	No Bid	\$180.72	\$361.44	No Bid	No Bid
3. Center-holed (Concentric); 32-inch	2	each			No Bid	No Bid	\$180.72	\$361.44	No Bid	No Bid
4. Side-holed (Eccentric); 32-inch	36	each			No Bid	No Bid	\$180.72	\$6,505.92	No Bid	No Bid
Total Section 60 - Concrete Manhole Cones			No Bid		\$7,590.24		No Bid		No Bid	
Section 61 - Concrete Manhole Risers 48-Inch			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 1-foot	2	each			No Bid	No Bid	\$88.24	\$176.48	\$81.18	\$162.36
2. 2-feet	2	each			No Bid	No Bid	\$176.47	\$352.94	\$162.35	\$324.70
3. 3-feet	2	each			No Bid	No Bid	\$264.71	\$529.42	\$487.06	\$974.12
4. 4-feet	4	each			No Bid	No Bid	\$352.94	\$1,411.76	\$324.71	\$1,298.84
Total Section 61 - Concrete Manhole Risers 48-Inch			No Bid		\$2,470.60		\$2,760.02		No Bid	
Section 62 - Sewer SDR26 Gasketed PVC Bends			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch; 22 degrees	90	each			\$7.18	\$646.20	\$11.73	\$1,055.70	\$15.71	\$1,413.90
2. 4-inch; 45 degrees	350	each			\$7.34	\$2,569.00	\$8.84	\$3,094.00	\$11.84	\$4,144.00
3. 6-inch; 22 degrees	2	each			\$18.52	\$37.04	\$22.12	\$44.24	\$29.63	\$59.26
4. 6-inch; 45 degrees	19	each			\$16.88	\$320.72	\$17.48	\$332.12	\$21.73	\$412.87
5. 8-inch; 22 degrees	2	each			\$43.68	\$87.36	\$40.65	\$81.30	\$52.68	\$105.36
6. 8-inch; 45 degrees	10	each			\$42.12	\$421.20	\$40.33	\$403.30	\$54.02	\$540.20
Total Section 62 - Sewer SDR26 Gasketed PVC Bends			\$4,081.52		\$5,010.66		\$6,675.59		\$5,687.04	
Section 63 - PVC Sewer SDR26 Tapping Saddle Wyes (Gasketed with Bands)			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 6-inch x 4-inch	6	each			No Bid	No Bid	\$38.29	\$229.74	\$25.24	\$151.44
2. 8-inch x 4-inch	6	each			No Bid	No Bid	\$48.52	\$291.12	\$31.72	\$190.32
Total Section 63 - PVC Sewer SDR26 Tapping Saddle Wyes (Gasketed with Bands)			No Bid		\$520.86		\$341.76		\$241.50	

<b>Utility Supplies</b> <b>Bid # 13-10-19</b> <b>Tabulation of Bids Received on August 23, 2018 at 2:30pm</b>			Fortiline Waterworks Austin, TX		ACT Pipe & Supply Temple, TX		Ferguson Waterworks Tyler, TX		Core & Main Belton, TX	
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Section 64 - Flexible Saddle Wyes for Use on Clay Pipe	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 4-inch outlet	2	each	No Bid	No Bid	\$26.79	\$53.58	\$26.21	\$52.42	\$24.60	\$49.20
2. 6-inch outlet	2	each	No Bid	No Bid	\$34.91	\$69.82	\$34.15	\$68.30	\$32.06	\$64.12
<b>Total Section 64 - Flexible Saddle Wyes for Use on Clay Pipe</b>			No Bid		\$123.40		\$120.72		\$113.32	

Section 65 - Mushroom Valve Box Cover *Foreign OK*	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. Mushroom valve box cover with S (or sewer) marking; Ref V-8457-1	120	each	No Bid	No Bid	\$10.23	\$1,227.60	\$18.07	\$2,168.40	\$9.18	\$1,101.60
<b>Total Section 65 - Mushroom Valve Box Cover</b>			No Bid		\$1,227.60		\$2,168.40		\$1,101.60	

Section 66 - Eye Bolts with Washers and Nuts (Steel)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. 3/4-inch x 4.5-inch	20	each	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2. 5/8-inch x 4.5-inch	20	each	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Section 66 - Eye Bolts with Washers and Nuts (Steel)</b>			No Bid		No Bid		No Bid		No Bid	

Emergency/After Hours Fee	\$0.00	\$100.00	\$200.00	\$100.00
Comply with Delivery	Yes	Yes	No	Yes
Execeptions	No	No	No	Yes
Credit Check Authorization	Yes	Yes	Yes	Yes
Local Preference	No	Yes	No	No
Acknowledge Addenda (1)	Yes	Yes	Yes	Yes

<b>Total Recommended for Award</b>	<b>\$322,009.25</b>	<b>\$31,728.85</b>	<b>\$124,383.46</b>	<b>\$0.00</b>	<b>\$165,896.94</b>
<b>Local Preference Option</b>	<b>\$324,182.06</b>	<b>\$26,188.95</b>	<b>\$287,796.59</b>	<b>\$0.00</b>	<b>\$10,196.52</b>
<b>Award Increase with Local Preference Selection</b>	<b>\$2,172.81</b>				

Vendor Cannot Comply with 14 Day Delivery

Vendor Did Not Bid on Every Item in Section as Required

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ANNUAL PURCHASE AGREEMENTS FOR UTILITY SUPPLIES FROM VARIOUS VENDORS IN THE ESTIMATED ANNUAL AMOUNT OF \$322,009.25, FOR FISCAL YEAR 2019; 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 August 23, 2018, Staff 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;

**Whereas,** Staff recommends award of the bids to the low bidders of each section listed below:

- |   |              |
|---|--------------|
| • Core and Main of Belton, Texas        | \$165,896.94 |
| • ACT Pipe & Supply of Temple, Texas    | 124,383.46   |
| • Fortiline Waterworks of Austin, Texas | 31,728.85    |

**Whereas,** the Invitation to Bid also stated the bidder must guarantee a 14-calendar day delivery time frame as the availability of repair parts is important in order to timely maintain the City's water system;

**Whereas,** Staff has done business with all 3 vendors recommended for award, and has found each vendor to be very responsible - these proposed purchase agreements will not have options for annual renewals;

**Whereas,** ACT Pipe and Supply is requesting that they be deemed a "local business" under the City's Local Preference Policy;

**Whereas,** per the Local Preference Declaration form submitted, ACT states that there is economic development impact to the City through the award of purchases to ACT because ACT pays sales tax and employs City of Temple residents - ACT also states that they are the only stocking utility supplier of water and wastewater materials within the City limits;

**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 annual purchase agreements for utility supplies for fiscal year 2019 with the following vendors in the estimated annual amount of \$322,009.25:

- |   |              |
|---|--------------|
| • Core and Main of Belton, Texas        | \$165,896.94 |
| • ACT Pipe & Supply of Temple, Texas    | 124,383.46   |
| • Fortiline Waterworks of Austin, Texas | 31,728.85    |

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

**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 20<sup>th</sup> day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, 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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09/20/18

Item #9

Regular Agenda

Page 1 of 1

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

Kayla Landeros, City Attorney

Christina Demirs, Deputy City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution pursuant to Government Code § 2206.053 finding that a 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas is necessary for the construction of the Charter Oak Water Line and authorizing the use of eminent domain to condemn the property.

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

**ITEM SUMMARY:** The City is in the design phase for the proposed construction of the Charter Oak Water Line. The design requires the acquisition of a 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas, for the construction of the water line with its necessary appurtenances under Local Government Code § 251.001. A survey of the easement is included with the Resolution attached to this memorandum.

The City made an initial offer to purchase the necessary easement on March 23, 2018 via Lone Star Right of Way Services, Inc. (Lone Star). The property owner indicated acceptance of the City's offer and Council authorized acquisition of the easement at its July 19, 2018 meeting. However, the property owner has failed to cooperate with Lone Star to coordinate closing and is no longer responding to Lone Star's attempts to contact the owner. Therefore, on September 7, 2018, a final offer was sent. The property owner has at least 14 days to respond, as required by the Texas Property Code, and if rejects the offer or fails to respond, the City, with Council's authorization, can condemn the easement.

Accordingly, Staff is asking pursuant to Government Code § 2206.053, for the City Council to authorize the use of the power of eminent domain to acquire the easement legally described as being 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas, located along South General Bruce Drive, Temple, Texas, Bell County Appraisal District ID Number 479525.

**FISCAL IMPACT:** Funding for the easement necessary for the construction of the Charter Oak Water Line is available in account 520-5900-535-6110, project 100608.

### **ATTACHMENTS:**

[Survey](#)

[Resolution](#)



Plot Date: 12-22-2015



## FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 22, 2015

Surveyor's Field Notes for:

**0.008 ACRE**, situated in the **GEORGE GIVENS SURVEY, ABSTRACT 345**, Bell County, Texas, embracing a portion of Lot 2, Block 1, Enterprise Row, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 243-A, Plat Records of Bell County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at the southwest corner of said Lot 2, being the southeast corner of Lot 1, Block 1, and being on the north line of a public roadway known as Interstate Highway 35 (IH 35) (service road), for the southwest corner of the herein described tract;

**THENCE**, in a northerly direction, with the east line of said Lot 1, **N 18° 12' 41" W – 15.02'** (Rec. N 18° 04' 26" W), to a calculated point, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, severing said Lot 2, **N 68° 51' 22" E – 23.65'**, to a calculated point on the east line of said Lot 2, same being the west line of Lot 3, Block 1, for the northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the west line of said Lot 3, **S 19° 41' 37" E – 15.00'** (Rec. S 18° 04' 26" E), to a 5/8" iron rod found on the north line of said IH 35, for the southeast corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said IH 35, **S 68° 51' 22" W – 24.04'** (Rec. S 68° 44' 38" W – 24.04'), to the **POINT OF BEGINNING** and containing 0.008 Acre of Land.

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 unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 251. The theta angle at City Monument No. 251 is 01° 29' 27". The combined correction factor (CCF) is 0.999859. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Published City coordinates for City Monument No. 251 are N.= 10,363,966.50 E.= 3,202,666.18 Reference tie from City Monument No. 251 to the southwest corner of said 0.008 acre tract is N 59° 24' 50" E 14774.75 feet.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.008 Acre tract.

Surveyed July 25, 2011

**ALL COUNTY SURVEYING, INC.**  
**1-800-749-PLAT**

server/projects/pro110000/110300/110396/110396-E27-GTP.doc



Charles C. Lucko  
Registered Professional Land Surveyor  
Registration No. 4636

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, FINDING THAT A PROPERTY SITUATED IN THE GEORGE GIVENS SURVEY, ABSTRACT NO. 345, BELL COUNTY, TEXAS, IS NECESSARY FOR THE CONSTRUCTION OF THE CHARTER OAK WATER LINE; AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN THE PROPERTY PURSUANT TO GOVERNMENT CODE §2206.053; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City is currently in the design phase for the proposed construction of the Charter Oak Water Line and the design requires the acquisition of an approximately 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas - the easement is necessary for the construction of the water line with its necessary appurtenances under Local Government Code § 251.001;

**Whereas**, the City made an initial offer to purchase the necessary easement on March 23, 2018 via Lone Star Right of Way Services, Inc. ("Lone Star") - the property owner indicated acceptance of the City's offer, and Council authorized acquisition of the easement at its July 19, 2018 meeting;

**Whereas**, the property owner has since failed to cooperate with Lone Star to coordinate closing and is no longer responding to Lone Star's attempted contacts, therefore, on September 7, 2018, Lone Star sent a final offer to the property owner;

**Whereas**, the property owner has at least 14 days to respond, as required by the Texas Property Code, and if he rejects the offer or fails to respond, the City, with Council's authorization, can condemn the easement;

**Whereas**, Staff is requesting, pursuant to Government Code § 2206.053, that Council authorize the use of the power of eminent domain to acquire the easement legally described as being an approximately 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas, located along South General Bruce Drive, Temple, Texas, Bell County Appraisal District ID Number 479525;

**Whereas**, funding for the purchase of the above property is appropriated in Account No. 520-5900-535-6110, Project No. 100608; 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 hereby finds and determines that the necessity exists for acquiring, by eminent domain, an approximately 0.008-acre permanent easement situated in the George Givens Survey, Abstract No. 345, Bell County, Texas, located along South General Bruce Drive, Temple, Texas, Bell County Appraisal District ID Number 479525.

**Part 3:** The City Council hereby finds and determines that the construction of the Charter Oak Water Line is a public use under Chapter 251, Local Government Code § 251.001(a)(1).

**Part 4:** The City Council authorizes the use of the City's eminent domain authority under Article 3, Section 3.6, of the Charter of the City of Temple and the initiation of condemnation proceedings of said property interests.

**Part 5:** 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 and the Truth in Condemnation Act, Chapter 2206, Government Code § 2206.053.

PASSED AND APPROVED this the **20<sup>th</sup>** day of **September**, 2018.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

APPROVED AS TO FORM:

ATTEST:

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Lacy Borgeson  
City Secretary

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Kayla Landeros  
City Attorney