



**MEETING OF THE
TEMPLE CITY COUNCIL**

VIA TELECONFERENCE

THURSDAY, APRIL 16, 2020

4:00 P.M.

AGENDA

CITY COUNCIL WORKSHOP AGENDA:

I. WORK SESSION

1. Discuss the CDBG grant funding from the CARES Act/COVID-19 response legislation.

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

5:00 P.M.
VIA TELECONFERENCE
THURSDAY, APRIL 16, 2020
TEMPLE CITY COUNCIL
REGULAR MEETING AGENDA

For members of the public wishing to view the meeting, or participate in the public hearings, instructions will be available on the home page of the City of Temple website (www.templetx.gov) at least 24 hours before the meeting time.

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

II. CONSENT AGENDA

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

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

Minutes

- (A) [March 24, 2020 Special Called Meeting](#)
- (B) [April 2, 2020 Regular Called Meeting](#)

Contracts, Leases, & Bids

- (C) [2020-0034-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick and Associates, LP, to develop the Central District Neighborhood Plan, in an amount not to exceed \$97,550.
- (D) [2020-0035-R](#): Consider adopting a resolution authorizing a Geographical Information System license agreement and maintenance contract with Environmental Systems Research Institute, Inc., of San Antonio, in the amount of \$50,000.
- (E) [2020-0036-R](#): Consider adopting a resolution authorizing a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvement to property located at 110 South 1st Street within the Downtown Strategic Investment Zone corridor.

- (F) [2020-0037-R](#): Consider adopting a resolution authorizing a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvement to property located at 112 South 1st Street within the Downtown Strategic Investment Zone corridor.
- (G) [2020-0038-R](#): Consider adopting a resolution authorizing a Developer Participation Agreement with Chasdin Builders to construct a water line extension and wastewater collection system improvements as part of the TMED South Development, Replat No. 1 subdivision, in the not to exceed amount of \$96,096.
- (H) [2020-0039-R](#): Consider adopting a resolution authorizing a two-year lease agreement with Morris & Pursley Financial Plans, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).
- (I) [2020-0040-R](#): Consider adopting a resolution authorizing a lease agreement with Lisa Bailey for lease of T-hangar #69 at the Draughon-Miller Central Texas Regional Airport.
- (J) [2020-0041-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction for the Westgate Addition Railroad Berm Drainage Improvements, in the amount of \$321,110, as well as, declare an official intent to reimburse the expenditures with the issuance of the Combination Tax and Revenue Certificates of Obligation Bonds, Series 2020.
- (K) [2020-0042-R](#): Consider adopting a resolution authorizing an encroachment easement agreement with Oncor Electric Delivery Company, LLC to allow the City to construct and operate a gravel road in an Oncor easement necessary for the operation of the City landfill.
- (L) [2020-0043-R](#): Consider adopting a resolution authorizing an amendment to the professional services agreement with Walker Partners, LLC, for the final design of Hartrick Bluff Road from Waters Dairy Road to FM 93, in the amount of \$580,400.
- (M) [2020-0044-R](#): Consider adopting a resolution authorizing an increase of \$148,566 to the estimated annual expenditure for construction materials testing allocated under the FY 2020 services agreement with Langerman Foster Engineering Company, LLC of Waco.
- (N) [2020-0045-R](#): Consider adopting a resolution authorizing the annual Microsoft Software Enterprise Renewal with SHI Government Solutions of Austin, in the amount of \$230,856.03.
- (O) [2020-0046-R](#): Consider adopting a resolution authorizing a one-year renewal to the lease between the City of Temple, City of Belton and the Secretary of the Army for the Miller Springs Nature Center.
- (P) [2020-0047-R](#): Consider adopting a resolution authorizing the rejection of all bids received on March 17, 2020, for construction of the Temple-Belton Wastewater Treatment Plant Vacuum Truck Dump Station Project.
- (Q) [2020-0048-R](#): Consider adopting a resolution authorizing the purchase of an enterprise firewall solution from Dell Marketing LP, of Round Rock, in the amount of \$80,489.89.

- (R) [2020-0049-R](#): Consider adopting a resolution authorizing the purchase of three properties necessary for the Avenue C Expansion Project and authorizing closing costs and relocation benefits, in an estimated amount of \$585,000.
- (S) [2020-0050-R](#): Consider adopting a resolution authorizing the purchase of a front load refuse truck from Chastang Enterprises, Inc. of Houston, in the amount of \$316,015, as well as, declare an official intent to reimburse the expenditures with the issuance of the Limited Tax Notes, Series 2020.

Misc.

- (T) [2020-0051-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2019-2020.

III. REGULAR AGENDA

ORDINANCES

4. [2020-5027](#): FIRST READING – PUBLIC HEARING – FY-20-1-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 23.476 +/- acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas.

RESOLUTIONS

5. [2020-0032-R](#): SECOND PUBLIC HEARING: Consider adopting a resolution amending the Community Development Block Grant 2015-19 Consolidated Plan and the 2019-20 Annual Action Plan by reallocating funds from a planned infrastructure project to a Historic Preservation Project in East Temple.
6. [2020-0031-R](#): Consider adopting a resolution authorizing the purchase of 43 vehicles from the following vendors in the total amount of \$1,656,587.18:
- 19 vehicles from Silsbee Ford of Silsbee in the amount of \$882,126.50;
 - 20 vehicles from Grapevine DCJ, LLC of Grapevine in the amount of \$567,166;
 - 1 vehicle from Gunn Chevrolet of Selma in the amount of \$117,526;
 - 2 vehicles from Johnson Brothers Ford II, Ltd of Temple in the amount of \$65,546.68; and
 - 1 vehicle from Temple Mac Haik Dodge of Temple in the amount of \$24,222.

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

I hereby certify that a true and correct copy of this Notice of Meeting was published to the City of Temple's website at 5:00 PM, April 9, 2020.



Interim City Secretary

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



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(A-B)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Stephanie Hedrick, Interim City Secretary

ITEM DESCRIPTION: Approve Minutes:

- (A) March 24, 2020 Special Called Meeting
- (B) April 2, 2020 Regular Called 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:

[March 24, 2020 Special Called Meeting Minutes / Video](#)
[April 2, 2020 Regular Called Meeting Minutes / Video](#)



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(C)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kelly Trietsch Atkinson, Senior Neighborhood Planner

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick and Associates, LP, to develop the Central District Neighborhood Plan, in an amount not to exceed \$97,550.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Work to be performed under this contract consists of planning, landscape architecture and engineering services to develop the Utility Schematic Design, Lighting Design, Concept Plan, and final Neighborhood Plan document for the Central District Neighborhood. The planning studies will consist of identifying neighborhood characteristics through community meetings and events, data collection, and multi-modal connectivity. The final product will be a complete neighborhood plan document for the Central District Neighborhood to include the following:

- I. Introduction
- II. Community Vision and Guiding Principles
- III. Neighborhood Context: Challenges and Opportunities
- IV. Goals, Strategies, Actions
- V. Projects (Utilities, connectivity, parks, landscape design, lighting etc.)
- VI. Implementation Timeline (Action Plan)

Consultant services recommended under this contract include the following tasks and costs:

Water Schematic Design	\$	35,700
Wastewater Schematic Design		32,100
Neighborhood and Community Leader Meetings		6,000
Concept Design		19,200
Lighting Design		4,550

TOTAL **\$ 97,550**

Timeframe for design is 12 months from the Notice to Proceed. This timeframe has been extended to accommodate a revised approach to the community engagement process due to the current COVID-19 pandemic. The revised community engagement plan may include updated communications with staff, residents, and stakeholders to include telecommunication and digital platforms.

FISCAL IMPACT: Funding for the contract with Kasberg, Patrick and Associates, LP, for professional services required to develop the Utility Schematic Design, Lighting Design and Concept Plan for the Central District Neighborhood Plan, in an amount not to exceed \$97,550 is available in project #102238 as follows:

	365-3400-531-6974	561-5200-535-6974	Total
Project Budget	\$ 29,750	\$ 67,800	\$ 97,550
Encumbered/Committed to Date	-	-	-
Kasberg, Patrick & Associates, LP	(29,750)	(67,800)	(97,550)
Remaining Project Funds	\$ -	\$ -	\$ -

ATTACHMENT:
[Engineer's Proposal](#)
[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

March 20, 2020

Ms. Kelly T. Atkinson
Senior Neighborhood Planner
City of Temple
2 North Main Street, Suite 102
Temple, Texas 76501

Re: City of Temple
Central Neighborhood District
Utility Schematic Design and Concept Plan

Dear Ms. Atkinson:

At the request of the City of Temple, we are submitting this proposal for the above referenced project. This project will develop water and wastewater schematic design for the Central Neighborhood District as well as a full concept design for neighborhood planning with regard to vehicular and pedestrian traffic, neighborhood amenities, gateways and signage, etc.

The work to be performed by KPA and Covey Landscape Architects under this contract consists of providing planning and engineering services for design of the project described above to include water and wastewater schematic design and conceptual design for the Central Neighborhood District. This project will encompass the area of approximately 315 acres from the BNSF Railroad to 31st Street and from Nugent to the BNSF Railroad. An exhibit of the area is included for your use. The timeframe for design of the project is six (6) months from the Notice to Proceed, pending scheduling of the Neighborhood and Community Leader Meetings.

The purpose of the scope of work as described in this proposal is to develop schematic design for the water and wastewater utilities for the Central Neighborhood District to improve the infrastructure for water delivery to the area and review wastewater infrastructure. These efforts will be in conjunction with the recently completed Water and Wastewater Master Plans. The Concept Design will explore options for improvements to the Central Neighborhood to enhance the District. Elements for park and greenspace features, pedestrian, bike and vehicular mobility will be explored as well as beautification elements such as intersection enhancements, landscaping, signage, monuments, etc. The final product will be a conceptual design for the full extents of project and include Concept and Schematic Design for amenities such as pedestrian and bike access, landscaping, signage, connectivity

etc. Through this process, the City will develop a long range plan for the Central Neighborhood District to include City CIP Projects, private investment, economic development. Etc. A strong emphasis will be placed on improving the quality of life for the Central Neighborhood District.

KPA will perform all work and prepare all deliverables in accordance with the latest version of City of Temple regulations, specifications, standards and manuals.

KPA and Covey Landscape Architects will perform quality control and quality assurance (QA/QC) on all deliverables associated with the project.

The following services will be performed:

1) SCHEMATIC UTILITY DESIGN

a) Water Infrastructure

- i) Data for existing water infrastructure will be collected for the Central Neighborhood District. All data will be checked for accuracy with the information available. Location of the water infrastructure will be developed by mapping.
- ii) Working in conjunction with the Water Master Plan, a review of the existing infrastructure will be conducted. Items such as fire flow, looped infrastructure, aged infrastructure, etc. will be identified.
- iii) Water modeling of the Central Neighborhood District will be conducted to identify areas of needed improvements.
- iv) Schematic design for proposed improvements will identify infrastructure to enhance the water delivery to the Central Neighborhood District.
- v) Based on the water schematic design, phasing for the proposed improvements will be completed. Utility exhibit(s) will be prepared to illustrate the proposed improvements and phasing.
- vi) Based on the phasing concepts, opinions of probable cost will be developed for all phases to enhance the water infrastructure for the Central Neighborhood District.

b) Wastewater Infrastructure

- i) Data for existing wastewater infrastructure will be collected for the Central Neighborhood District. All data will be checked for accuracy with the information available. Location of the wastewater infrastructure will be developed by mapping.
- ii) Working in conjunction with the Wastewater Master Plan, a review of the existing infrastructure will be conducted. Items such as capacity, connectivity of infrastructure, aged infrastructure, etc. will be identified.
- iii) Wastewater modeling of the Central Neighborhood will be conducted to identify areas of needed improvements.
- iv) Schematic design for proposed improvements will identify infrastructure to enhance the wastewater capacity of the Central Neighborhood District.
- v) Based on the wastewater schematic design, phasing for the proposed improvements will be completed. Utility exhibit(s) will be prepared to illustrate the proposed improvements and phasing.
- vi) Based on the phasing concepts, opinions of probable cost will be developed for all phases to enhance the wastewater infrastructure for the Central Neighborhood District.

2) PLANNING AND CONCEPT DESIGN STUDIES FOR THE CENTRAL NEIGHBORHOOD DISTRICT

- a) Neighborhood Meetings – Attend and gather community input data from the Neighborhood Meetings.
- b) Community Leader Meetings – Organize and attend community leader meetings to gather input and insight to the assets, needs and opportunities within the District.
- c) 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 defined project area and immediate surrounding area will be reviewed and documented.
- d) Develop the Central Neighborhood District Overview to include: Name, Location Boundaries, Context (socioeconomic, physical characteristics, etc.).
- e) Develop desktop research to evaluate zoning, existing land use, characteristics such as average lot size and type of structures, residential, commercial, connectivity, trends in recent re-zonings, etc.
- f) Implement field study to gather qualitative data from surveys, photography, etc. to acquaint the design team with the planning and document observations.
- g) In conjunction with City Staff, obtain or develop project investments and previous plans and/or reports from the planning area, and all CIPs (recent investments, designed-unfunded, funded-incomplete, or planned with no identified funding source).
- h) Stakeholder Mapping - Understand neighborhood 'power dynamics' (facilitators & challengers)
- i) Develop initial concept designs for the Central Neighborhood District. Existing infrastructure and amenities will be analyzed.
- j) Identify streetscape concepts for the project limits.
- k) Develop full Concept Design Plan for the Central Neighborhood District within the project limits to include:
 - i) Streetscape amenities that will complement and enhance the full Concept Design.
 - ii) Pedestrian Facilities to enhance the mobility for the District.
 - iii) Develop lighting concepts for pedestrian safety and beautification.
 - iv) Develop potential way finding elements.
 - v) Develop park and greenspace options and amenities.
- l) Explore options for enhancements within the design corridor. Enhancements will include:
 - i) Connectivity / Conjunction with Downtown Temple.
 - ii) Integration with the Temple High School Campus.
 - iii) Integration with Central/Adams and IH-35 Intersection.
 - iv) Concepts for City of Temple owned property, if any.
 - v) Concepts for connection and monumentation.
 - vi) Concepts for enhancement and sustainability of the District.
 - vii) Concepts for pedestrian mobility.
 - viii) Concepts for building standards and streetscapes.
- m) Model and render key development areas and neighborhood improvements.
- n) Cost estimates and phasing options for implementing the Concept Design will be developed.

3) LIGHTING DESIGN STUDIES FOR THE CENTRAL NEIGHBORHOOD DISTRICT

- a) Develop District wide lighting standards – specific lighting for alleys, streets, open space and all land uses within District.
- b) Create detailed lighting layout and design with photometric lighting map.

The following scope of work for the Central Neighborhood District Utility Schematic Design and Concept Plan Project can be completed for the lump sum price of \$97,550. 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.

Water Schematic Design	\$	35,700.00
Wastewater Schematic Design	\$	32,100.00
Neighborhood and Community Leader Meetings	\$	6,000.00
Concept Design	\$	19,200.00
Lighting Design	\$	4,550.00
TOTAL	\$	97,550.00

Sincerely,



R. David Patrick, P.E., CFM
KPA Engineers



Travis Crow, PLA
Covey Landscape Architects

ATTACHMENT "C" Charges for

Additional Services

**City of Temple
Central Neighborhood District
Utility Schematic Design and Concept Plan**

POSITION	MULTIPLIER	SALARY COST/RATES
Principal	2.4	\$ 75.00- 95.00/hour
Project Manager	2.4	60.00- 75.00/hour
Project Engineer/Landscape Architect	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

RESOLUTION NO. 2020-0034-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS IN AN AMOUNT NOT TO EXCEED \$97,550 TO DEVELOP THE CENTRAL DISTRICT NEIGHBORHOOD PLAN; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, work to be performed under this contract consists of planning, landscape architecture and engineering services to develop the Utility Schematic Design, Lighting Design, Concept Plan, and final Neighborhood Plan document for the Central District Neighborhood - the planning studies will consist of identifying neighborhood characteristics through community meetings and events, data collection, and multi-modal connectivity;

Whereas, the final product will be a complete neighborhood plan document for the Central District Neighborhood to include the following:

- I. Introduction;
- II. Community Vision and Guiding Principles;
- III. Neighborhood Context: Challenges and Opportunities;
- IV. Goals, Strategies, Actions;
- V. Projects (Utilities, connectivity, parks, landscape design, lighting etc.);
and
- VI. Implementation Timeline (Action Plan);

Whereas, the timeframe for design is 12 months from the Notice to Proceed which has been extended to accommodate a revised approach to the community engagement process due to the current Covid-19 pandemic - the revised community engagement plan may include updated communications with staff, residents, and stakeholders to include telecommunication and digital platforms;

Whereas, Staff recommends Council authorize a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas, in an amount not to exceed \$97,550, to develop the Central District Neighborhood Plan;

Whereas, funding is available in Account Nos. 365-3400-531-6974 and 561-5200-535-6974, Project No. 102238; 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 3: The City Council authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas, in an amount not to exceed \$97,550, to develop the Central District Neighborhood Plan.

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 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(D)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a three-year Geographical Information System license agreement and maintenance contract with Environmental Systems Research Institute, Inc., of San Antonio, in the amount of \$50,000 per year.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization of this purchase will allow for the continued use of Environmental Systems Research Institute's (ESRI's) Geographical Information Systems (GIS) software from May 7, 2020 to May 6, 2023. The GIS software is used to integrate hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information by the following departments: Information Technology, Public Works, Parks, Police, Police, and Fire. GIS allows staff to view, understand, question, interpret, and visualize data in many ways that reveal relationships, patterns, and trends in the form of maps, globes, reports, and charts.

GIS is used for many purposes such as crime analyses, water/wastewater, transportation, parcel studies, 911, planning, zoning, parks, infrastructure, political boundary, topographical, hydrological and census analysis and management. In addition, the GIS software is used for information sharing on our City website.

This Enterprise Licensing Agreement allows the City to take advantage of unlimited licensing and maintenance which will provide the following benefits:

- A lower cost per unit for the licensed software,
- Substantially reduced administrative and procurement expenses,
- Maintenance on all ESRI software deployed under this agreement, and
- Complete flexibility to deploy software products when and where needed.

ESRI is the sole provider of maintenance for the ArcGIS applications software, which the City has been using for three years. Changing GIS software would be cumbersome and expensive; therefore, staff is requesting that this purchase be made from ESRI as the sole source provider.

FISCAL IMPACT: Funding for the Geographical Information System (GIS) license agreement and maintenance contract with Environmental Systems Research Institute, Inc. in the amount of \$50,000 is available in account 110-1900-519-2515.

The FY 2021-2025 Business Plan included a \$50,000 yearly budget for the Geographical Information System (GIS) license agreement and maintenance contract.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0035-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 3-YEAR GEOGRAPHICAL INFORMATION SYSTEM LICENSE AGREEMENT AND MAINTENANCE CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. OF SAN ANTONIO, TEXAS IN THE AMOUNT OF \$50,000 PER YEAR; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Geographical Information System (GIS) software is used to integrate hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information throughout various departments within the City;

Whereas, GIS software allows Staff to view, understand, question, interpret, and visualize data in many ways that reveal relationships, patterns, and trends in the form of maps, globes, reports, and charts;

Whereas, GIS software is used for many purposes, to include crime analyses, water/wastewater, transportation, parcel studies, 911, planning, zoning, parks, infrastructure, political boundaries, topographical, hydrological and census analysis and management, and, in addition, the GIS software is used for information sharing on our City website;

Whereas, the Enterprise Licensing Agreement will allow the City to take advantage of unlimited licensing and maintenance which will provide the following benefits:

- A lower cost per unit for the licensed software;
- Substantially reduced administrative and procurement expenses;
- Maintenance on all ESRI software deployed under this agreement; and
- Complete flexibility to deploy software products when and where needed;

Whereas, Environmental Systems Research Institute (ESRI) is the sole provider of maintenance for the ArcGIS applications software, which the City has been using for three years - changing this software would be cumbersome and expensive, and therefore, Staff recommends Council authorize this purchase from ESRI as the sole source provider;

Whereas, authorization of this purchase will allow for the continued use of ESRI's GIS software from May 7, 2020 to May 6, 2023;

Whereas, funding for the GIS license agreement and maintenance contract is available in Account No. 110-1900-519-2515; and

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

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

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

Part 2: The City Council authorizes the City Manager, or her designee, after approval as to form by City Attorney's office, to execute a 3-year Geographical Information System license agreement and maintenance contract with Environmental Systems Research Institute, Inc., of San Antonio, Texas in the amount of \$50,000 per year.

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 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(E)
Regular Agenda
Page 1 of 1

DEPT. /DIVISION SUBMISSION & REVIEW:

Brynn Myers, City Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvement to property located at 110 South 1st Street within the Downtown Strategic Investment Zone corridor.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The original Chapter 380 Development Agreement was authorized by City Council on June 28, 2018, with Short-Term Lending GP, Inc. An amendment to the agreement was authorized by the City Council on February 7, 2019, to assign the agreement to H5B3, LLC, who had recently purchased the building from Short-Term Lending. The amendment also authorized a revised completion date of February 6, 2020, from the original completion date of June 28, 2019.

The agreement provides a SIZ 1:1 matching grant for a maximum amount of \$115,000 of an estimated total project cost of \$599,620. H5B3, LLC's proposal includes a deli and coffee house concept. The project scope includes interior renovation, including fire suppression, façade improvements, and landscaping.

The agreement allows for a one-time 90-day administrative extension for the project with any future extensions requiring City Council approval. The City Manager has authorized an administrative extension for the project to be completed by May 2, 2020. However, the owner is requesting an additional extension due to project delays associated with the weather conditions and COVID-19 pandemic impacts.

Significant and ongoing progress continues to be made on the project, with the owner investing approximately \$548,000 in the project to date. Staff recommends approval of the extension with a recommended revised required completion date of November 1, 2020.

FISCAL IMPACT: No additional funding is required for the extension of this contract. The total maximum grant match by the City is \$115,000. Payment of the grant matching funds will not be made until work and inspections are completed, and receipts are received by the City.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0036-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 180-DAY EXTENSION OF THE COMPLETION TIME PERMITTED UNDER THE CHAPTER 380 DEVELOPMENT AGREEMENT WITH H5B3, LLC FOR IMPROVEMENTS TO PROPERTY LOCATED AT 110 SOUTH 1ST STREET, WITHIN THE DOWNTOWN STRATEGIC INVESTMENT ZONE CORRIDOR; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on June 28, 2018, Council authorized a Chapter 380 Development Agreement with Short-Term Lending GP, Inc. - an amendment to the agreement was authorized by the Council on February 7, 2019 assigning the agreement to H5B3, LLC, who had recently purchased the building from Short-Term Lending;

Whereas, the amendment also authorized a revised completion date of February 6, 2020 from the original completion date of June 28, 2019;

Whereas, the agreement provides a Strategic Investment Zone (SIZ) 1:1 matching grant for a maximum amount of \$115,000 of an estimated total project cost of \$599,620 - H5B3, LLC's proposal includes a deli and coffee house concept;

Whereas, the project scope includes interior renovation, including fire suppression, façade improvements, and landscaping;

Whereas, the agreement allows for a one-time 90-day administrative extension for the project with any future extensions requiring Council approval - the City Manager has authorized an administrative extension for the project to be completed by May 2, 2020, however, the owner is requesting an additional extension due to project delays associated with the weather conditions and COVID-19 pandemic impacts;

Whereas, significant and ongoing progress continues to be made on the project, with the owner investing approximately \$548,000 in the project to date - Staff recommends Council approve the extension with a recommended revised required completion date of November 1, 2020; 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 a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvements to property located at 110 South 1st Street within the Downtown Strategic Investment Zone corridor. All work must be complete by November 1, 2020.

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

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

PASSED AND APPROVED this the **16th** day of **April, 2020**.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(F)
Regular Agenda
Page 1 of 1

DEPT. /DIVISION SUBMISSION & REVIEW:

Brynn Myers, City Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvement to property located at 112 South 1st Street within the Downtown Strategic Investment Zone corridor.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The original Chapter 380 Development Agreement was authorized by City Council on June 28, 2018, with Short-Term Lending GP, Inc. An amendment to the agreement was authorized by the City Council on February 7, 2019, to assign the agreement to H5B3, LLC, who had recently purchased the building from Short-Term Lending. The amendment also authorized a revised completion date of February 6, 2020, from the original completion date of June 28, 2019.

The agreement provides a SIZ 1:1 matching grant for a maximum amount of \$115,000 of an estimated total project cost of \$875,167. H5B3, LLC's proposal includes a pizza restaurant and tap room with outdoor dining and entertainment. The project scope includes interior renovation, including fire suppression, façade improvements, landscaping and other improvements associated with converting the area behind the building to a spacious seating area.

The agreement allows for a one-time 90-day administrative extension for the project with any future extensions requiring City Council approval. The City Manager has authorized an administrative extension for the project to be completed by May 2, 2020. However, the owner is requesting an additional extension due to project delays associated with the weather conditions and COVID-19 pandemic impacts.

Significant and ongoing progress continues to be made on the project, with the owner investing approximately \$816,000 in the project to date. Staff recommends approval of the extension with a recommended revised required completion date of November 1, 2020.

FISCAL IMPACT: No additional funding is required for the extension of this contract. The total maximum grant match by the City is \$115,000. Payment of the grant matching funds will not be made until work and inspections are completed, and receipts are received by the City.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0037-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 180-DAY EXTENSION OF THE COMPLETION TIME PERMITTED UNDER THE CHAPTER 380 DEVELOPMENT AGREEMENT WITH H5B3, LLC FOR IMPROVEMENTS TO PROPERTY LOCATED AT 112 SOUTH 1ST STREET, WITHIN THE DOWNTOWN STRATEGIC INVESTMENT ZONE CORRIDOR; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on June 28, 2018, Council authorized a Chapter 380 Development Agreement with Short-Term Lending GP, Inc. - an amendment to the agreement was authorized by the Council on February 7, 2019 assigning the agreement to H5B3, LLC, who had recently purchased the building from Short-Term Lending;

Whereas, the amendment also authorized a revised completion date of February 6, 2020 from the original completion date of June 28, 2019;

Whereas, the agreement provides a Strategic Investment Zone (SIZ) 1:1 matching grant for a maximum amount of \$115,000 of an estimated total project cost of \$875,167 - H5B3, LLC's proposal includes a pizza restaurant and tap room with outdoor dining and entertainment;

Whereas, the project scope includes interior renovation, including fire suppression, façade improvements, landscaping and other improvements associated with converting the area behind the building to a spacious seating area;

Whereas, the agreement allows for a one-time 90-day administrative extension for the project with any future extensions requiring Council approval - the City Manager has authorized an administrative extension for the project to be completed by May 2, 2020, however, the owner is requesting an additional extension due to project delays associated with the weather conditions and COVID-19 pandemic impacts;

Whereas, significant and ongoing progress continues to be made on the project, with the owner investing approximately \$816,000 in the project to date - Staff recommends Council approve the extension with a recommended revised required completion date of November 1, 2020; 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 a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvements to property located at 112 South 1st Street within the Downtown Strategic Investment Zone corridor. All work must be complete by November 1, 2020.

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

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

PASSED AND APPROVED this the 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(G)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

David Olson, Assistant City Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing a Developer Participation Agreement with Chasdin Builders to construct a water line extension and wastewater collection system improvements as part of the TMED South Development, Replat No. 1 subdivision, in the not to exceed amount of \$96,096.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Chasdin Builders is in the process of developing Lots 1-3 in the TMED South Development, Replat No 1 subdivision. Their development requires that an 8" PVC water line be extended along HK Dodgen Loop to the boundary of the tract. The City has requested that the developer install a 16" ductile iron water line in its place to line up with the water master plan in that area. The location is demonstrated in the Utility Plan.

Construction of the upsized 16" water line will help further the completion of projects outlined in the water master plan. Completion of this project now rather than in the future will prevent the unnecessary demolition of work with a future project. This project proposes that the City would pay for 100% of the cost incurred to oversize the water line. In other words, the Developer will pay the cost of installing an 8" PVC line, and the City would cover the difference between the 8" PVC line and a 16" DIP line. Design of this project will be the responsibility of the Developer.

The estimated cost for public improvements in the subdivision is \$220,714, which includes all public utilities. The estimated cost for construction of the oversizing portion of the water line is \$96,096. The water line improvements are approximately 44% of the overall cost of public improvements for the development.

The City would participate in the water line improvements at a not to exceed amount of \$96,096. The City's participation is authorized under Texas Local Government Code, Chapter 212, Subchapter C titled "Developer Participation in Contract for Public Improvements." In accordance with Chapter 212, the City may participate in oversizing projects at up to 100% of the cost of the oversizing.

FISCAL IMPACT: Funding for a Developer Participation Agreement with Chasdin Builders to construct a water line extension and wastewater collection system improvements as part of the TMED South Development is available in the amount of \$96,096 in account number 520-5200-535-6357, project #102231, as shown below. The City's participation in the project is the estimated cost for construction of the oversizing of the water line.

Project Budget	\$	96,096
Chasdin Builders-Developer Participation Agreement		(96,096)
Remaining Funds Available	\$	-

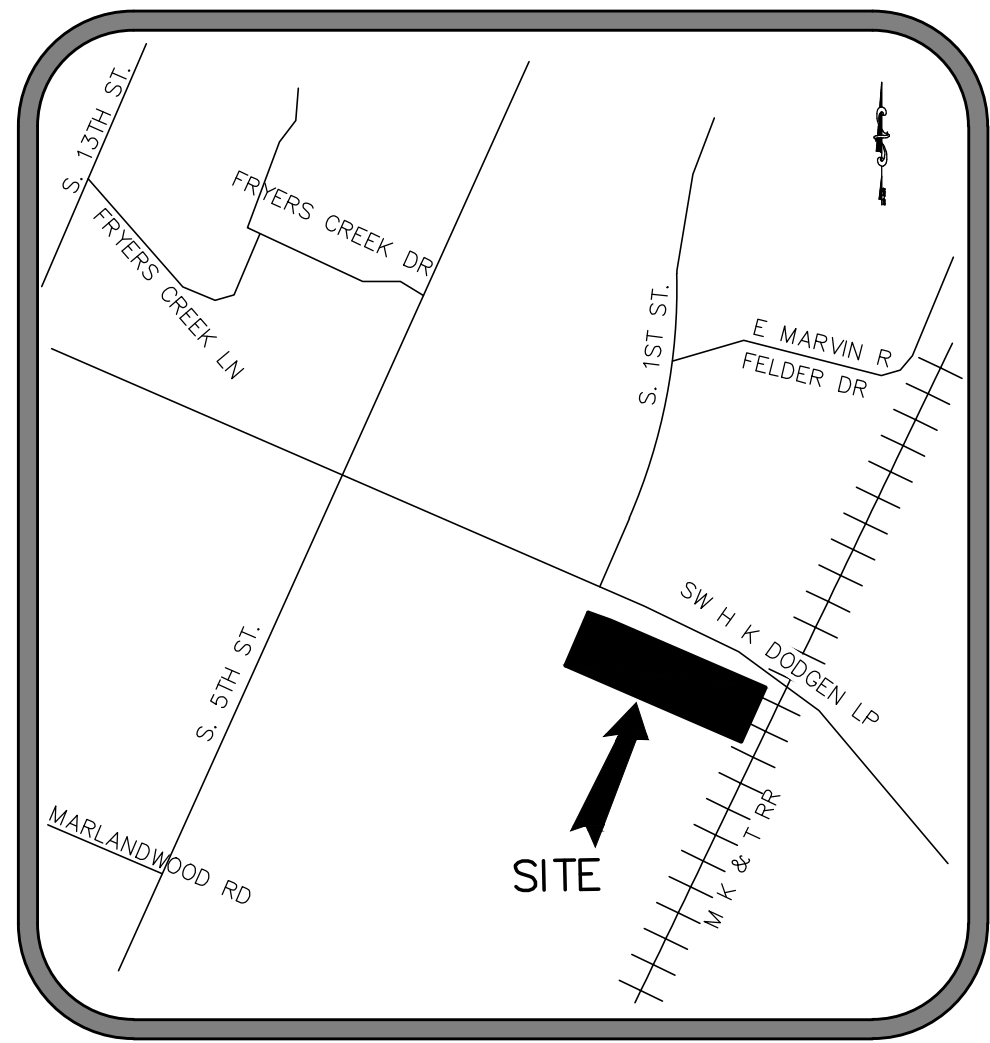
ATTACHMENTS:

Exhibit A- Utility Plan

Exhibit B- Engineer's Opinion of Probable Costs for Water Line Upsize Public Infrastructure

Exhibit C- Engineer's Opinion of Probable Costs for Total Public Infrastructure

Resolution

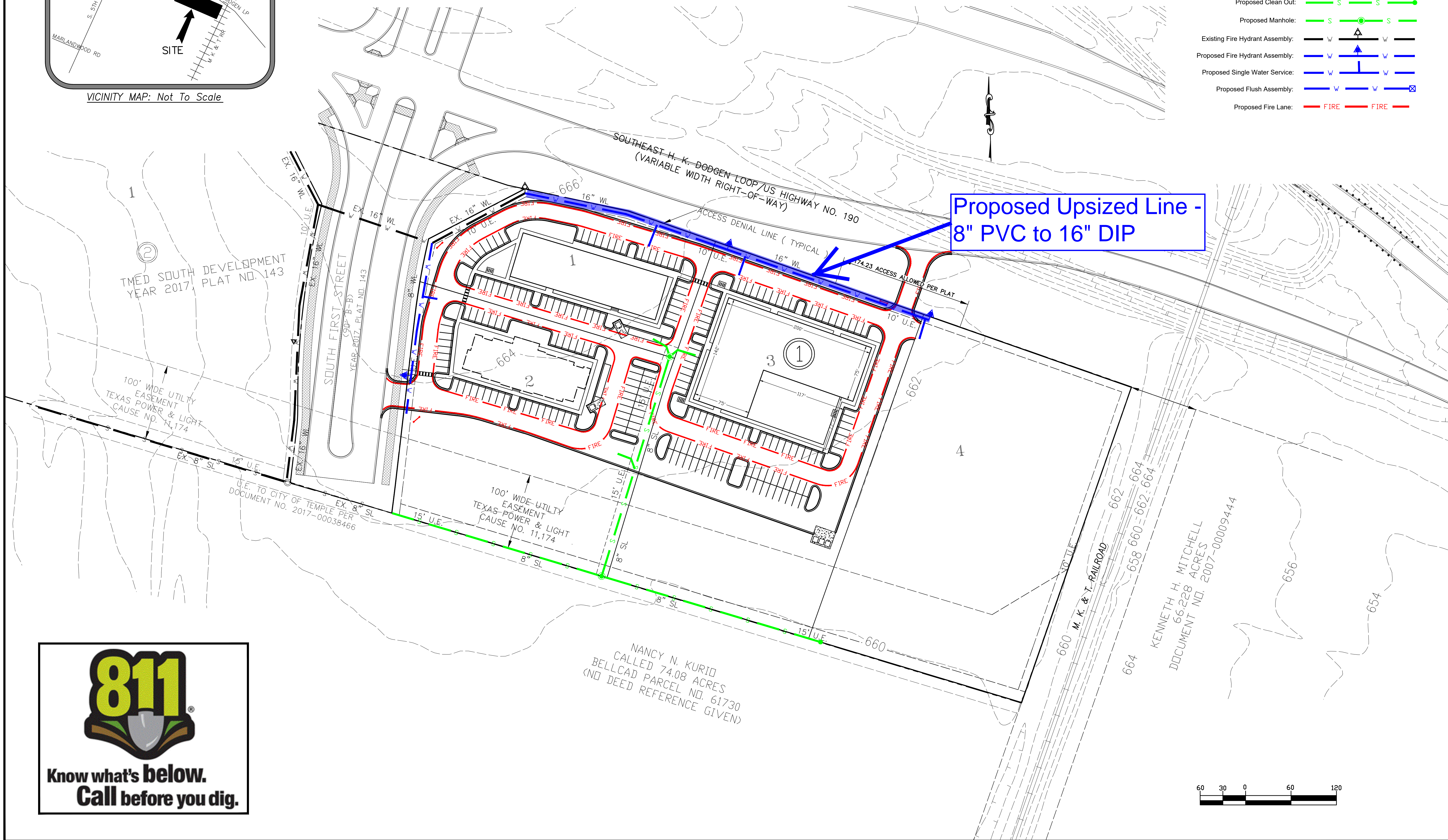


VICINITY MAP: Not To Scale

- GENERAL NOTES:
1. ALL CONSTRUCTION TO COMPLY WITH CITY OF TEMPLE DETAIL SHEETS AND SPECIFICATIONS.
 2. FULLY DEVELOPED CONSTRUCTION PLANS FOR PROPOSED WATER AND SEWER IMPROVEMENTS SHALL BE REQUIRED PRIOR TO ISSUANCE OF ANY PERMITS ASSOCIATED WITH THE SUBJECT PROPERTY.
 3. CONTRACTOR IS RESPONSIBLE FOR DEVELOPING AND MAINTAINING A STORM WATER POLLUTION PREVENTION PLAN.
 4. UTILITY CONSTRUCTION PERMITS ARE REQUIRED.
 5. PROPOSED IMPROVEMENTS ARE CONCEPTUAL AND NOT FOR CONSTRUCTION.
 6. UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATIONS.

UTILITY LEGEND:

- Existing Clean Out: — S — S —
- Existing Manhole: — S — (circle) — S —
- Proposed Single Sewer Service: — S — (tee) — S —
- Proposed Clean Out: — S — S —
- Proposed Manhole: — S — (circle) — S —
- Existing Fire Hydrant Assembly: — W — (triangle) — W —
- Proposed Fire Hydrant Assembly: — W — (triangle) — W —
- Proposed Single Water Service: — W — (tee) — W —
- Proposed Flush Assembly: — W — (tee) — W — (square)
- Proposed Fire Lane: — FIRE — FIRE —



TURLEY ASSOCIATES, INC.
ENGINEERING • PLANNING • SURVEYING
301 N. 3rd St.
TEMPLE, TEXAS 76501
254.773.2400
www.turley-inc.com
TBP No. F-1658 • TBP No. 10056000

© TURLEY ASSOCIATES, INC.
THIS DRAWING IS THE PROPERTY OF TURLEY ASSOCIATES INC. AND MUST BE SURRENDERED UPON REQUEST. THE INFORMATION THEREON MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF TURLEY ASSOCIATES INC.

UTILITY PLAN:
TMED SOUTH DEVELOPMENT,
REPLAT NO. 1
CITY OF TEMPLE,
BELL COUNTY, TEXAS.

PREPARED FOR:
HALLMARK AMERICA
DALLAS, TEXAS

9-10-19
STATE OF TEXAS
WILLIAM F. SISCO
123121
LICENSED PROFESSIONAL ENGINEER
[Signature]

REVISIONS			
DATE	DESCRIPTION	DFTR	
9/10/19	REVIEW COMMENTS	FJS	
DRAFTSMAN: FJS			
DATE: 8/14/19			
COMPUTER FILE NAME: 19-1375_UP_FJS_DRC.DWG			
REFERENCE JOB NUMBERS:			
JOB NUMBER:		PAGE#	02
19-1375			



**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 TBPLS No. 10056000**EXHIBIT B**

December 17, 2019

Engineer's Opinion of Probable Cost for:
TMED SOUTH - MIXED USE
COST COMPARISON BETWEEN 16" D.I.P. AND 8" PVC

16" DUCTILE IRON WATER LINE

Item	Description	Quantity	Units	Unit Cost	Item Cost
(1)	16" Ductile Iron Water line	546	L.F.	\$125.00	\$68,250.00
(2)	Connect to Existing 16" DIP	1	EACH	\$5,000.00	\$5,000.00
(3)	Fire Hydrant Assembly	2	EACH	\$6,500.00	\$13,000.00
(4)	16" 22.5 Deg Bend w/ Blocking	1	EACH	\$2,000.00	\$2,000.00
(5)	16" 11.25 Deg Bend w/ Blocking	1	EACH	\$2,000.00	\$2,000.00
(6)	16" x 8" Tee	1	EACH	\$2,750.00	\$2,750.00
(7)	16" x 4" Tee	1	EACH	\$2,750.00	\$2,750.00
(8)	Irrigation Service on 16" DIP	1	EACH	\$1,750.00	\$1,750.00
(9)	8" Gate Valve w/ Blocking	1	EACH	\$1,250.00	\$1,250.00
(10)	4" Gate Valve w/ Blocking	1	EACH	\$750.00	\$750.00
(11)	16" Gate Valve w/ Blocking	1	EACH	\$8,000.00	\$8,000.00
(12)	Salvage & Re-install 16" Plug w/ Blocking	1	EACH	\$1,500.00	\$1,500.00
SUB-TOTAL					\$109,000.00
10% CONTINGENCY					\$10,900.00
ENGINEERING, CONSTRUCTION ADMIN, SURVEY, ETC.					\$21,800.00
TOTAL					\$141,700.00

8" PVC WATER LINE

Item	Description	Quantity	Units	Unit Cost	Item Cost
(1)	8" C150/C900 PVC Water line	546	L.F.	\$30.00	\$16,380.00
(2)	Connect to Existing 16" DIP	1	EACH	\$5,000.00	\$5,000.00
(3)	Fire Hydrant Assembly	2	EACH	\$3,500.00	\$7,000.00
(4)	8" 22.5 Deg Bend w/ Blocking	1	EACH	\$400.00	\$400.00
(5)	8" 11.25 Deg Bend w/ Blocking	1	EACH	\$400.00	\$400.00
(6)	8" x 8" Tee	1	EACH	\$500.00	\$500.00
(7)	8" x 4" Tee	1	EACH	\$500.00	\$500.00
(8)	Irrigation Service on 8" PVC	1	EACH	\$1,250.00	\$1,250.00
(9)	4" Gate Valve w/ Blocking	1	EACH	\$750.00	\$750.00
(10)	8" Gate Valve w/ Blocking	2	EACH	\$1,250.00	\$2,500.00
(11)	8" Plug w/ Blocking	1	EACH	\$400.00	\$400.00
SUB-TOTAL					\$35,080.00
10% CONTINGENCY					\$3,508.00
ENGINEERING, CONSTRUCTION ADMIN, SURVEY, ETC.					\$7,016.00
TOTAL					\$45,604.00

COST TO UPSIZE FROM 8" PVC TO 16" DIP	\$96,096.00
--	--------------------

This cost estimate is released under the authority of William F. Sisco, PE #123121 for the purpose of City of Temple participation agreement and shall be used for no other purpose.

EXHIBIT C

**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 TBPLS No. 10056000

December 17, 2019

Engineer's Opinion of Probable Cost for:
TMED SOUTH - MIXED USE
TOTAL PUBLIC IMPROVEMENTS

Item	Description	Quantity	Units	Unit Cost	Item Cost
A.	SEWER LINE				
(1)	8" SDR 26 Sewer Line	609	L.F.	\$40.00	\$24,360.00
(2)	Connect to Line at Cleanout	1	EACH	\$2,000.00	\$2,000.00
(3)	4' Manhole	2	EACH	\$4,000.00	\$8,000.00
(4)	8" Cap	1	EACH	\$400.00	\$400.00
SUB-TOTAL					\$34,760.00

Item	Description	Quantity	Units	Unit Cost	Item Cost
B.	SE H K DODGEN LOOP WATER LINE (16" DUCTILE IRON)				
(1)	16" Ductile Iron Water line	546	L.F.	\$125.00	\$68,250.00
(2)	Connect to Existing 16" DIP	1	EACH	\$5,000.00	\$5,000.00
(3)	Fire Hydrant Assembly	2	EACH	\$6,500.00	\$13,000.00
(4)	16" 22.5 Deg Bend w/ Blocking	1	EACH	\$2,000.00	\$2,000.00
(5)	16" 11.25 Deg Bend w/ Blocking	1	EACH	\$2,000.00	\$2,000.00
(6)	16" x 8" Tee	1	EACH	\$2,750.00	\$2,750.00
(7)	16" x 4" Tee	1	EACH	\$2,750.00	\$2,750.00
(8)	Irrigation Service on 16" DIP	1	EACH	\$1,750.00	\$1,750.00
(9)	8" Gate Valve w/ Blocking	1	EACH	\$1,250.00	\$1,250.00
(10)	4" Gate Valve w/ Blocking	1	EACH	\$750.00	\$750.00
(11)	16" Gate Valve w/ Blocking	1	EACH	\$8,000.00	\$8,000.00
(12)	Salvage & Re-install 16" Plug w/ Blocking	1	EACH	\$1,500.00	\$1,500.00
SUB-TOTAL					\$109,000.00

Item	Description	Quantity	Units	Unit Cost	Item Cost
C.	SOUTH 1ST STREET WATER LINE (8" PVC)				
(1)	8" CL150/C900 PVC Water line	239	L.F.	\$30.00	\$7,170.00
(2)	8" Wet Tapping Sleeve & Valve	1	EACH	\$3,000.00	\$3,000.00
(3)	Fire Hydrant Assembly	1	EACH	\$3,500.00	\$3,500.00
(4)	8" 45 Deg Bend w/ Blocking	3	EACH	\$400.00	\$1,200.00
(5)	8" x 8" Tee	2	EACH	\$500.00	\$1,000.00
(6)	8" x 4" Tee	2	EACH	\$500.00	\$1,000.00
(7)	Irrigation Service on 8" PVC	2	EACH	\$1,250.00	\$2,500.00
(8)	8" Gate Valve w/ Blocking	3	EACH	\$1,250.00	\$3,750.00
(9)	4" Gate Valve w/ Blocking	2	EACH	\$750.00	\$1,500.00
(9)	8" Plug w/ Blocking	1	EACH	\$400.00	\$400.00
(10)	Relocate Irrigation as necessary	1	LUMP SUM	\$1,000.00	\$1,000.00
SUB-TOTAL					\$26,020.00

SUMMARY

A.	SEWER LINE	\$34,760.00
B.	SE H K DODGEN LOOP WATER LINE (16" DUCTILE IRON)	\$109,000.00
C.	SOUTH 1ST STREET WATER LINE (8" PVC)	\$26,020.00
D.	10% CONTINGENCY	\$16,978.00
E.	ENGINEERING, CONSTRUCTION ADMIN, SURVEY, ETC.	\$33,956.00
TOTAL PROBABLE COST OF PUBLIC IMPROVEMENTS		\$220,714.00

This cost estimate is released under the authority of William F. Sisco, PE #123121 for the purpose of City of Temple participation agreement and shall be used for no other purpose.

RESOLUTION NO. 2020-0038-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A DEVELOPER PARTICIPATION AGREEMENT WITH CHASDIN BUILDERS IN AN AMOUNT NOT TO EXCEED \$96,096 TO CONSTRUCT A WATER LINE EXTENSION AND WASTEWATER COLLECTION SYSTEM IMPROVEMENTS AS PART OF THE TMED SOUTH DEVELOPMENT, REPLAT NO. 1 SUBDIVISION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Chasdin Builders is in the process of developing Lots 1-3 in the TMED South Development, Replat No. 1 subdivision and their development requires that an 8-inch PVC water line be extended along HK Dodgen Loop to the boundary of the tract - the City has requested that the developer install a 16-inch ductile iron water line in its place to line up with the water master plan in that area that is demonstrated in the Utility Plan;

Whereas, construction of the upsized 16-inch water line will help further the completion of projects outlined in the water master plan and completion of this project now rather than in the future will prevent the unnecessary demolition of work with a future project - this project proposes that the City would pay for 100% of the cost incurred to oversize the water line;

Whereas, the Developer will pay the cost of installing an 8-inch PVC line, and the City will cover the difference between the 8-inch PVC line and a 16-inch DIP line - design of this project will be the responsibility of the Developer;

Whereas, the estimated cost for public improvements in the subdivision, including all public utilities, is \$220,714 and the estimated cost for construction of the oversizing portion of the water line is \$96,096 which is approximately 44% of the overall cost;

Whereas, the City's participation is authorized under Texas Local Government Code, Chapter 212, Subchapter C titled "Developer Participation in Contract for Public Improvements" - in accordance with Chapter 212, the City may participate in oversizing projects at up to 100% of the cost of the oversizing;

Whereas, Staff recommends Council authorize a Developer Participation Agreement with Chasdin Builders in an amount not to exceed \$96,096 to construct a water line extension and wastewater collection system improvements as part of the TMED South Development, Replat No. 1 subdivision; 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 Developer Participation Agreement with Chasdin Builders in an amount not to exceed \$96,096 to construct a water line extension and wastewater collection system improvements as part of the TMED South Development, Replat No. 1 subdivision.

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 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(H)
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Charla Thomas, Assistant City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing a two-year lease agreement with Morris & Pursley Financial Plans, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Morris & Pursley Financial Plans is owned and operated by Jack M. Morris and Melissa K. Pursley and they currently occupy Suite 310 at the Temple Public Library. Mr. Morris and Ms. Pursley have requested a two-year extension to their current lease which will run from May 1, 2020 to April 30, 2022. Morris & Pursley will pay \$625.10 per month in rent (0.94 per sq ft).

FISCAL IMPACT: Annual lease revenue from Morris & Pursley Financial Plans of \$7,501.20 will be deposited into account 110-0000-461-0937, Library Building Rental.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0039-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A TWO-YEAR LEASE AGREEMENT WITH MORRIS & PURSLEY FINANCIAL PLANS, FOR LEASE OF SPACE IN THE E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Morris & Pursley Financial Plans is owned and operated by Jack M. Morris and Melissa K. Pursley and they currently occupy Suite 310 at the E. Rhodes and Leona B. Carpenter Foundation Building (Temple Public Library Building);

Whereas, Mr. Morris & Ms. Pursley have requested a two-year extension to their current lease agreement which will run from May 1, 2020 to April 30, 2022, at the rental rate of 0.94 per square foot (\$625.10 per month);

Whereas, Staff recommends Council authorize a two-year lease extension with Morris & Pursley Financial Plans for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building;

Whereas, the lease agreement allows for a 30-day termination clause for any reason should the lessee or the City desire to terminate the lease;

Whereas, the City will receive annual rent in year one of \$7,501.20, and those funds will be deposited into Account No. 100-0000-461-0937; 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 a two-year lease agreement with Morris & Pursley Financial Plans, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building.

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 **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(I)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

M. Sean Parker, Airport Director
Charla Thomas, Assistant City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing a lease agreement with Lisa Bailey for lease of T-hangar #69 at the Draughon-Miller Central Texas Regional Airport.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Lisa Bailey has requested to lease T-hangar #69 at the Airport for aircraft storage and aeronautical purposes. The rent for this T-hangar will be \$250 per month, due on the 1st day of the month. Ms. Bailey is an existing customer at the airport and is the next in line on the T-hangar waiting list.

Ms. Bailey will be leasing T-Hangar #69, which will be used to store the following aircraft:

Type:	Fixed Wing Single Engine
Manufacturer:	Cessna
Model:	152
Engine Manufacturer:	Lycoming
Engine Model:	41505
U.S. Registration No./Tail #:	N89543

The initial term of this lease agreement will be for 12 months and may be renewed for additional 12-month terms at the agreement of the parties, and as evidenced by the execution of a written amendment or addendum, or a new lease agreement reflecting any new rental rates or changes to terms and conditions. Staff recommends that the lease have an effective date of May 1, 2020.

Ms. Bailey agrees to use the T-hangar solely for aircraft hangar purposes and aeronautical operations and understands that the hangar space is for storage of an operable airworthy aircraft. Ms. Bailey further understands that commercial activity is prohibited in the T-hangar.

Pursuant to the lease agreement, Ms. Bailey will: timely pay rent, store only aircraft and items related to aeronautical operations on the leased premises, grant the City the right to enter the T-hangar at any time for inspection, repairs, additions, alterations, or repairs, furnish a duplicate key or combination to the Airport Director for any lock used to secure the T-hangar, keep the premises in a good and orderly condition, comply with all terms of the lease agreement and all ordinances, rules, regulations of the City and the Airport, and maintain the required liability insurance as evidenced by a current certificate of insurance that names the City as an additional insured. This is an as-is lease, the City will not be making any adjustments or upgrades to the space.

FISCAL IMPACT: Annual lease revenue of \$3,000 for rental of T-Hangar #69 will be deposited into Account 110-0000-446-3021.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0040-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AIRPORT HANGAR LEASE AGREEMENT WITH LISA BAILEY, IN THE AMOUNT OF \$250 PER MONTH, FOR THE USE OF T-HANGAR NO. 69 AT THE DRAUGHON-MILLER CENTRAL TEXAS REGIONAL AIRPORT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Lisa Bailey has requested to lease T-hangar No. 69 at the Airport for aircraft storage and aeronautical purposes

Whereas, if approved, Lisa Bailey will be leasing T-hangar No. 69 to store the following aircraft:

Type:	Fixed Wing Single Engine
Manufacturer:	Cessna
Model:	152
U.S. Registration No./ Tail No.:	N89543

Whereas, Staff recommends Council authorize a 12-month airport T-hangar lease agreement with Lisa Bailey, at the rental rate of \$250 per month, due on the 1st day of each month, with an effective date of May 1, 2020;

Whereas, the lease may be renewed for additional 12-month terms at the agreement of the parties, as evidenced by the execution of a written amendment or addendum, or a new lease agreement reflecting any new rental rates or changes to terms and conditions;

Whereas, Lisa Bailey agrees to use the T-hangar solely for aircraft hangar purposes and aeronautical operations and understands that the hangar space is for storage of an operable airworthy aircraft – Lisa Bailey further understands that commercial activity is prohibited in the T-hangar;

Whereas, pursuant to the lease agreement, Lisa Bailey, will: timely pay rent; store only aircraft and items related to aeronautical operations on the leased premises; grant the City the right to enter the T-hangar at any time for inspection, repairs, additions, alterations, or repairs; furnish a duplicate key or combination to the Airport Director for any lock used to secure the T-hangar; keep the premises in a good and orderly condition; comply with all terms of the lease agreement and all ordinances, rules, regulations of the City and the Airport; and maintain the required liability insurance as evidenced by a current certificate of insurance that names the City as an additional insured,

Whereas, this is an as-is lease, and the City will not be making any adjustments or upgrades to the space;

Whereas, the City will receive annual lease revenue of \$3,000, which will be deposited into Account No. 110-0000-446-3021; 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's office, to execute an airport hangar lease agreement Lisa Bailey, in the amount of \$250 per month for the use of T-hangar No. 69 at the Draughon-Miller Central Texas Regional Airport, effective May 1, 2020.

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 16th day of **April, 2020**.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(J)
Regular Agenda
Page 1 of 2

DEPT/DIVISION SUBMISSION & REVIEW:

Don Bond, P.E., CFM, Public Works Director

Richard Wilson, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction for the Westgate Addition Railroad Berm Drainage Improvements, in the amount of \$321,110, as well as, declare an official intent to reimburse the expenditures with the issuance of the Combination Tax and Revenue Certificates of Obligation Bonds, Series 2020.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The 2008-2009 Drainage Master Plan identified improvements to mitigate flooding in the Westgate Addition Subdivision and City Staff has identified this project as a priority in response to these ongoing flooding and drainage issues. This project will decrease the threat of creek flooding from Bird Creek downstream of Lake Polk adjacent to Westgate Addition Subdivision. See the attached project map for an illustration of the area.

Per the attached engineer's proposal, the recommended professional engineering services include:

Project Management	\$ 5,000
Field Surveying	8,800
Drainage Easements (2 Total)	3,000
Drainage Design	176,000
Environmental	25,960
BNSF Permit	5,550
Bid/Award	5,500
Construction Administration	47,500
Onsite Representation	39,000
Right-Of-Entry	<u>4,800</u>
Total	<u>\$321,110</u>

Time required for obtaining Rights-of-Entry and design is 360 calendar days from the Notice to Proceed. The Engineer's preliminary opinion of probable construction cost is \$1,900,000.

FISCAL IMPACT: This professional services agreement is being funded with the issuance of the Combination Tax and Revenue Certificates of Obligation Bonds, Series 2020. We are declaring an official intent to reimburse for this agreement. A budget adjustment will be prepared at the time of the bond sale to reimburse expenditures incurred prior to the issuance of the bonds.

Once the budget adjustment is approved, funding for the professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction for the Westgate Addition Railroad Berm Drainage Improvements in the amount of \$321,110 will be available in account 353-2900-534-6717, project 102233, as follows:

Project Budget	\$	321,110
Encumbered/Committed to Date		-
Professional Services Agreement - Kasberg, Patrick & Associates, LP		(321,110)
Remaining Project Funds Available	\$	-

The FY 2020 Business Plan includes funding for construction of the Westgate Addition Railroad Berm Drainage Improvements FY 2020.

ATTACHMENTS:

[Engineer's Proposal](#)
[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
800 South Austin Avenue
Georgetown, Texas 78626
(512) 819-9478

April 6, 2020

Mr. Bruce Cole, CFM
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple
Westgate Addition Railroad Berm Drainage Improvements

Dear Mr. Cole:

At the request of the City of Temple, we are submitting this proposal for the above referenced project. This project will develop 100% final design, bid/award, construction administration and on-site representation professional services for the Westgate Addition Railroad Berm Drainage Improvement Project. This project will decrease threat of creek flooding from Bird Creek downstream of Lake Polk adjacent to Westgate Addition Subdivision by removing inundated structures from FEMA Zone AE 1% annual chance flood. Drainage improvements are anticipated to occur on Sammons Golf Course property and potentially include one or more culverts in BNSF railroad property. Engineering analysis will include identifying any increased inundation downstream of culvert improvements and make additional recommendations as necessary. The final product will be a full design of the project including final plans, specifications and Opinion of Probable Cost (OPC) ready for construction. The preliminary opinion of probable construction cost is \$1,900,000. We have included an exhibit as Attachment A with this proposal for reference purposes.

The work to be performed by KPA under this contract consists of providing engineering services for design of the project as described above to include 100% design and preparation of plans, specifications and OPCs for Westgate Addition Railroad Berm Drainage Improvements. The overall project consists of approximately 1,000 linear feet of flood wall with drainage culvert improvements under BNSF rail road tracks. Rights-of-entry will be provided by the City. The timeframe for design of the project is six months from the notice to proceed and receipt of all necessary rights-of-entry. Metes and bounds for rights-of-way and easements will be delivered to the designated City of Temple Project Manager. Acquisition processes shall be the responsibility of the City. Right-of-entry services are included in this proposal.

KPA will perform all work and prepare all deliverables in accordance with the latest version of City of Temple design standards and manuals including the Drainage Criteria and Design Manual and city staff comments or direction. The National Weather Service Atlas 14 precipitation data will be used. Design storm water flows will be based on current conditions that are fully built-out for this large lot residential subdivision.

KPA will perform quality control and quality assurance (QA/QC) on all deliverables associated with the project. KPA will compare any changes with water surface elevations between proposed improvements from this project and the Bird Creek watershed model.

The following services will be performed:

I. PROJECT MANAGEMENT

A. Meetings

1. Prepare, attend and document Project Kick-off Meeting at the City Office. This meeting will include Golf Course staff to discuss amenity locations, tournament dates, maintaining golf cart traffic access and minimizing impacts to golf course operations.
2. Prepare, attend and document Progress Meetings at the City Office.
3. Prepare, attend and document Utility Coordination Meetings.
4. Attend, present and answer questions at City coordinated public meetings.

B. General Contract Administration

1. Develop monthly invoices and progress reports.
2. Sub-consultant coordination.
3. Design coordination with the City.

II. FIELD SURVEYING

A. General

1. Verify and compare any previously located utility data with current ground conditions. Contact the One-Call System in advance of performing field surveys so that data collection includes ties to location of marked utilities. Reasonable attempts to coordinate with utility owners shall be made to achieve efficiency in data collection.

B. Topographic Surveys for Engineering Design and Hydraulic Analysis

1. Reasonable attempts shall be made to recover any existing horizontal control points from previous work performed in the vicinity this project. Additional control shall be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Data for the horizontal control shall be based on Texas State Plane, Central Zone, NAD 83 (93).
2. Reasonable attempts at recovering and verifying existing vertical control in the project vicinity shall be made. Additional benchmarks shall be established via differential level loops from recovered known project controls. Survey files with previously obtained project data in the vicinity shall be compared to and merged with survey files generated through this proposal. In areas of uncertainty, changes in previous existing conditions, and/or limited topographic information, additional data shall be collected.
3. Data collection shall consist of spot elevations for improvements for 80-foot corridors along existing roads, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of a portion of creek, grade breaks, top of banks, toe of slopes, etc., that define the actual contour of the section and the overbank area. Individual creek cross sections shall be taken at approximate 100 foot intervals or as required to properly define the surface of the project and generate accurate Digital Terrain Models (DTMs).
4. Profiles of intersecting driveways within the project limits shall be included.
5. Field surveys shall provide the locations of visible surface features.

C. Metes and Bounds

1. Metes and Bounds will be prepared by a Registered Professional Land Surveyor describing land area required for drainage easements. Up to two (2) individual rights-of-way parcels metes and bounds surveys are included with this scope. The scope of land surveying work includes staking property corners for drainage easements and public street rights-of-way.

III. DRAINAGE DESIGN

A. 30% Complete Plan Set

1. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and hydraulics. This shall include topographic working drawings to prepare the preliminary drainage design.
2. Develop storm water hydrology for the ultimate drainage conveyance section throughout the limits of the project. The hydrology shall be modeled utilizing HEC-HMS with City of Temple drainage criteria. The model shall incorporate the 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, 100-year and 500-year current condition annual chance storm events. Modeling shall develop storm water flows to all cross culverts and channel conveyances. Based on the data developed, drainage infrastructure shall be designed in a preliminary format for the project area. The level of detail shall be sufficient to establish cost estimates.
3. Geometric Design - Develop the horizontal and vertical alignments, typical sections and resultant design cross sections to ensure compliance with current design criteria. Delineate and discuss potential deficiencies with City Staff. Review constructability of preliminary design including connections and access.
4. Typical Sections - Develop existing and proposed open drainage channel and enclosed pipe typical sections for the project; where appropriate.
5. Alignment Data Sheets - Prepare horizontal and vertical alignment data sheets.
6. Plan & Profile Drawings - Prepare preliminary plan & profile sheets for the project.
7. Determine potential utility conflicts based on preliminary design for the project area.
8. Develop preliminary drainage easement requirements for the project area. Deliver metes & bounds by the 30% phase.
9. Coordinate the preliminary design with the City of Temple. Comments and direction shall be incorporated into final designs.
10. Design deliverables will include: Project schedule, Hydrologic Model (basin delineations in GIS format, flow paths in GIS format, lag times based on TR-55 calculation methods, HECHMS DSS data output files), Hydraulic Model (land survey data, surface data, HECRAS files).

B. 100% Complete Plan Set

1. Develop final designs for all drainage conveyance structures within the project limits. All drainage conveyance structures shall be illustrated in plan profile sheets as well as detail sheets in the 100% plans. Grading to existing ground elevations shall be detailed as well as elevations for flow lines and headwalls. Designs for conveyance to reduce erosion (based on 1, 2, 5, 10-year storm frequencies) shall be completed and detailed in the plans accordingly. Submit plans for BNSF review and comment. Apply for BNSF permit and pay permit fee (currently set at \$5,500).
2. Design storm water conveyance to existing streams and channel ways. Design shall include conveyance for positive drainage and shall check current water surface elevations to proposed water surface elevations after project completion.
3. Determine potential utility conflicts based on final design for the project area. Existing utility locations shall be illustrated in the drainage plan profile sheets.
4. Develop final drainage easement requirements for the project area by the 30% design phase. Layouts for drainage easements shall be prepared for review with the City. Details will be provided for the production of metes and bounds for acquisition.
5. Prepare Hydraulic Data Sheets as appropriate reflecting the results of the hydraulic analyses and designs for proposed cross road culverts and storm sewer systems.
6. Develop summary of final quantities for all drainage infrastructure and prepare OPCs based on current bid data.

7. Coordinate with the City of Temple to review the final drainage design, phasing for the project to minimize effects to golf course operations and play such as golf cart traffic, utility conflicts and relocations. All comments and direction shall be incorporated into final designs. One exception that has already been discussed with city staff is waiving an access easement as the channel will serve as access for debris removal.
8. Storm Water Pollution Prevention Plans (SW3P) - Develop SW3P to minimize potential impact to receiving waterways. The SW3P shall include quantities, type and locations of erosion control devices and any required permanent erosion control measures in accordance with the City of Temple Policy.

IV. ENVIRONMENTAL

- A. Phase I Environmental Site Assessment
 1. Prepare Phase I Site Assessment for the length of the project in accordance with the procedures included in ASTM E 1527-05.
 2. A full report of all findings will be completed with a recommendation. If additional investigations are required which are not a part of this proposal, a contract amendment will be required.
 3. No Traffic Control is anticipated be required for these activities and therefore will not be supplied with this contract.
 4. At this time there are not any expected submittal or review fees by state or federal agencies and therefore no fees of this kind are included in the proposal.
- B. Archaeological Clearances
 1. Complete field investigations in accordance with regulatory requirements to clear the length of the project not currently cleared for archaeological review with the State of Texas.
 2. A full report of all findings will be completed with a recommendation. If additional investigations are required which are not a part of this proposal, a contract amendment will be required. The finding will be submitted to the Texas Historical Commission for review and clearance of the project.
 3. No Traffic Control is anticipated to be required for these activities and therefore will not be supplied with this contract
 4. At this time there are not any expected submittal or review fees by state or federal agencies and therefore no fees of this kind are included in the proposal.
- C. Waters of the United States (WOTUS) Determination/Delineation
 1. Review historic and topographic maps, soils surveys, plant species data, U.S. Fish and Wildlife Service, National Wetland Inventory maps, Federal Emergency Management Agency maps to preliminarily identify suspect aquatic resources on the site.
 2. Perform site investigation for aquatic species potentially regulated by WOTUS requirements.
 3. A report of all findings and pertinent data discovery.

V. BID/AWARD

- A. Bidding Phase Services
 1. Provide final opinion of probable construction cost, sealed by Project Engineer/Manager.
 2. Assist in soliciting bidders.
 3. Monitor status/number of bidder questions.
 4. Answer potential bidders' questions.
 5. Conduct pre-bid conference.

6. Prepare addenda as required.
7. Attend bid opening.
8. Tabulate bids and recommend contract award.

VI. CONSTRUCTION ADMINISTRATION

- A. Construction Administration Services
 1. Chair the Pre-Construction Conference.
 2. Review and discuss construction schedule progress.
 3. Review and approve all submittals for the project.
 4. Perform construction administration to include site visits, meetings with the contractor and answer questions and hold progress meetings as required.
 5. Coordinate and conduct the final walk through for the project. After the final walk through is complete a punch list will be generated and monitored.
 6. Submit a recommendation for acceptance of infrastructure to the City of Temple Project Manager.
 7. Develop record drawings based on information supplied by the contractor.

VII. ON-SITE REPRESENTATION

- A. On-site Representation Services
 1. Perform daily on-site representation an average of 3 hours per day.
 2. Prepare and submit weekly logs of construction activities.

VIII. RIGHT-OF-ENTRY

- A. Existing property owners adjacent to the project that require right-of-entry will be identified. An exhibit will be developed to illustrate the project limits with property owners identified.
- B. A right-of-entry form will be created for use on the project. All required rights-of-entry will be developed on the form and mailed to the property owners with a project exhibit, a description of the project and the requested activities in the right-of-entry.
- C. Meetings with property owners will be conducted to discuss the elements of the project and the design phase for acquisition of rights-of-entry.
- D. Tracking for rights-of-entry will be accomplished for the project along with tracking of rights-of-entry documents. Follow up correspondence will occur weekly until all rights-of-entry are established or it is deemed necessary to pursue legal action to obtain right-of-entry.
- E. As right-of-entry is a voluntary action by the property owners for the services in this proposal, no guarantees are made that right-of-entry can be achieved without a legal process. KPA will not bear responsibility or guarantee right-of-entry, but shall diligently pursue each required right-of-entry. No legal services or legal documents are included in this proposal.
- F. We are including an estimate of up to six Right-of-Entries in this proposal.

The following scope of work for Westgate Addition Railroad Berm Drainage Improvements will be completed for the lump sum price of \$321,110.00. The project design phase including obtaining Right-of-Entries can be completed within 360-days from Notice To Proceed. Below is a breakdown of project costs. We appreciate the opportunity to submit this proposal and look forward to the benefit it will bring the City of Temple.

Mr. Bruce Cole, CFM

April 6, 2020

Page 6

PROJECT MANAGEMENT		\$ 5,000.00
FIELD SURVEYING		\$ 8,800.00
DRAINAGE EASEMENT (2 Total)		\$ 3,000.00
DRAINAGE DESIGN		\$ 176,000.00
ENVIRONMENTAL		\$ 25,960.00
BNSF PERMIT		\$ 5,550.00
BID/AWARD		\$ 5,500.00
CONSTRUCTION ADMINISTRATION		\$ 47,500.00
ONSITE REPRESENTATION		\$ 39,000.00
RIGHT-OF-ENTRY		\$ 4,800.00
	TOTAL	\$ 321,110.00

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Newman", with a long horizontal flourish extending to the right.

Michael C. Newman, P.E., CFM

xc: File

ATTACHMENT "C"

Charges for Additional Services

**City of Temple
Westgate Addition Railroad Berm Drainage Improvements**

<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



LEGEND:

- PROJECT LIMITS
- CULVERTS



CITY OF TEMPLE, TEXAS

EXHIBIT A

RESOLUTION NO. 2020-0041-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS IN THE AMOUNT OF \$321,110 TO DESIGN, BID, AND ADMINISTER CONSTRUCTION FOR THE WESTGATE ADDITION RAILROAD BERM DRAINAGE IMPROVEMENTS; DECLARING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES WITH THE ISSUANCE OF THE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION BONDS, SERIES 2020; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the 2008-2009 Drainage Master Plan identified improvements to mitigate flooding in the Westgate Addition Subdivision and Staff has identified this project as a priority in response to these ongoing flooding and drainage issues - this project will decrease the threat of creek flooding from Bird Creek downstream of Lake Polk adjacent to Westgate Addition Subdivision;

Whereas, the City of Temple anticipates the issuance of one or more series of obligations, the interest on which will be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, in order to finance all or a portion of this project;

Whereas, certain expenditures relating to the Project will be paid prior to the issuance of the Obligations and the City hereby certifies that such expenditures have not been made prior to the date of passage of this Resolution - upon issuance of the Obligations, the City desires to reimburse these prior expenditures with proceeds of the Obligations;

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

Whereas, this agreement is being funded with the issuance of Combination Tax & Revenue Certificates of Obligation Bonds, Series 2020 as well as declaring an official intent to reimburse for this purchase;

Whereas, a budget adjustment will be prepared at the time of the bond sale to reimburse expenditures incurred prior to the issuance of the bonds - once the budget adjustment is approved, funding will be available in Account No. 353-2900-534-6717, Project No. 102233; 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 3: The City Council authorizes a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas in the amount of \$321,110 to design, bid, and administer construction for the Westgate Addition Railroad Berm drainage improvements and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute any documents that may be necessary for the purchase of this property.

Part 3: This Resolution is a declaration of official intent by the City under Section 1.150.2 of the Treasury Regulations that it reasonably expects to reimburse the expenditures described in Part 1 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

Part 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 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(K)
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kathryn Davis, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing an encroachment easement agreement with Oncor Electric Delivery Company, LLC to allow the City to construct and operate a gravel road in an Oncor easement necessary for the operation of the City landfill.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple is currently developing a landfill expansion plan with Texas Commission on Environment Quality (TCEQ). Oncor Electric Delivery Company, LLC (Oncor) is the local electric delivery provider and currently has electrical facilities in the planned expansion area. Oncor owns easement interests where their electrical facilities are located in the expansion area. A thirty (30') foot wide all-weather gravel road is part of the expansion plan. This road must cross over and within Oncor's easements. Oncor has granted the City an Encroachment on Easement to allow the City to construct, operate, and maintain a thirty (30') foot wide all-weather gravel road necessary for the landfill expansion. Improvement and maintenance of the Facilities will be at the sole expense of the City.

FISCAL IMPACT: The City will be responsible for the improvements and future maintenance of the gravel road.

ATTACHMENTS:

[Proposed Easement Agreement
Resolution](#)

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC (“Oncor”)**, is the owner of easements in Bell County, Texas, which is recorded in Document Number 2019-00004168; Volume 662, Page 269; Volume 667, Page 45; Volume 1001, Page 749; Volume 995, Page 104; Volume 1320, Page 183 of the Deed Records of Bell County, Texas (**“Easement”**); and

WHEREAS, **The City of Temple, (“User”)**, desires permission to construct, operate and maintain a thirty (30’) foot wide all-weather gravel road (**“Encroaching Facility”**) within the area or boundaries of the Easement (**“Easement Area”**). There will be clearance verifiers two-hundred (200’) feet prior to crossing the easement area going in each direction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility.** User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"**, incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor’s sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor’s, that are necessary.
2. **Restrictions on Use of Easement Area.** User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User’s construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility.

4. **Risk and Liability.** User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification.** User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The **City of Temple** has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at 903-439-6910**, 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Relocation of Facilities.** User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of

thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this ____ day of _____, 2020.

APPROVAL:

Oncor Electric Delivery Company LLC

By: _____

Dennis L. Patton, Attorney-In-Fact

ACCEPTANCE:

City of Temple

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis L. Patton, as Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2020.

Notary Public in and for the State of Texas

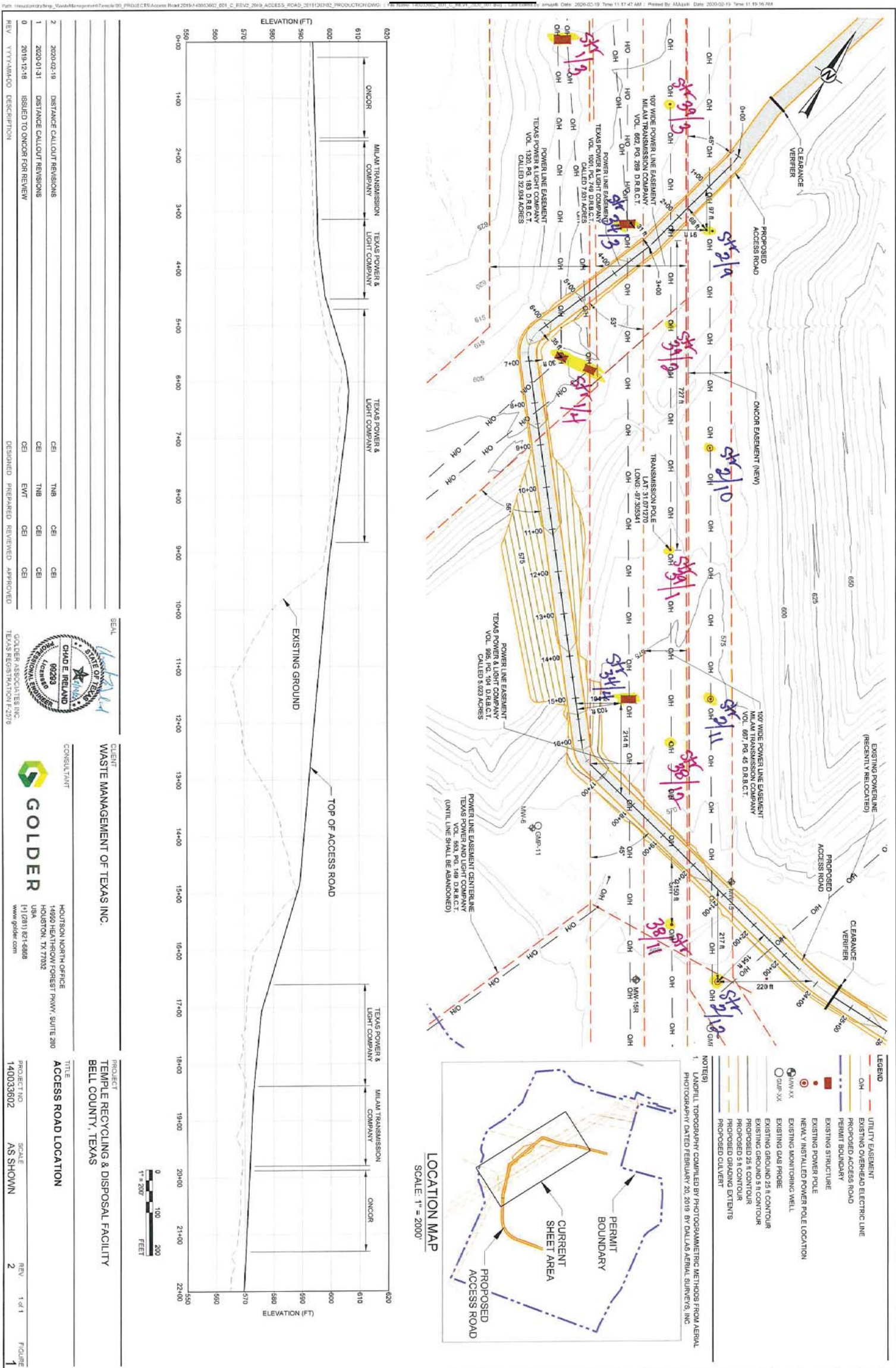
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Temple**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2020.

Notary Public in and for the State of Texas

EXHIBIT "A"



CONSTRUCTION LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, **903-439-6910**.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq.,

the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.

RESOLUTION NO. 2020-0042-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ENCROACHMENT EASEMENT AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC TO ALLOW THE CITY TO CONSTRUCT AND OPERATE A GRAVEL ROAD IN AN ONCOR EASEMENT NECESSARY FOR THE OPERATION OF THE CITY LANDFILL; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple is currently developing a landfill expansion plan with Texas Commission on Environment Quality (TCEQ) - Oncor Electric Delivery Company, LLC (Oncor) is the local electric delivery provider and currently has electrical facilities and easements in the planned expansion area;

Whereas, a 30-foot wide all-weather gravel road is planned and must cross over and within Oncor's easements;

Whereas, Oncor has granted the City an Encroachment on Easement to allow the City to construct, operate, and maintain a 30-foot wide all-weather gravel road necessary for the landfill expansion - improvement and maintenance of the Facilities will be at the sole expense of the City;

Whereas, Staff recommends Council authorize an encroachment easement agreement with Oncor Electric Delivery Company, LLC to allow the City to construct and operate a gravel road in an Oncor easement necessary for the operation of the City landfill; 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's office, to authorize an encroachment easement agreement with Oncor Electric Delivery Company, LLC to allow the City to construct and operate a gravel road in an Oncor easement necessary for the operation of the City landfill.

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 **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(L)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Don Bond, P.E., CFM, Public Works Director
Richard Wilson, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing an amendment to the professional services agreement with Walker Partners, LLC, for the final design of Hartrick Bluff Road from Waters Dairy Road to FM 93, in the amount of \$580,400.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This project consists of roadway improvements to Hartrick Bluff Road from Waters Dairy Road to FM 93. Improvements include expanded pavement sections, pedestrian facilities, and drainage conveyance. See attached engineer's proposal and project map for more details and project limits.

On May 2, 2019, Council authorized a professional services agreement with Walker Partners, LLC, in the amount of \$287,800 for preliminary design of this section of Hartricks Bluff Rd.

Consultant services recommended in this Contract Amendment #1 include:

Final Design	\$ 369,000
Water Utility Design	15,500
Bridge Design	42,000
Bidding/Negotiating	10,500
Horizontal and Vertical Control	5,000
Resident Project Representative	80,000
Environmental Investigation	39,900
Geotechnical Investigation	<u>18,500</u>
Total	<u>\$ 580,400</u>

Time required for preliminary design is 270 calendar days after the notice to proceed. The engineer's preliminary opinion of probable cost for construction is \$8,050,000.

FISCAL IMPACT: Funding for contract amendment #1 to the professional services agreement with Walker Partners, LLC, in the amount of \$580,400 for the final design of Hartrick Bluff Road from Waters Dairy Road to FM 93 is available in project 102025 as follows:

	365-3400-531-6716	561-5200-535-6716	Total
Project Budget	\$ 966,825	\$ 51,475	\$ 1,018,300
Encumbered/Committed to Date	(251,825)	(35,975)	(287,800)
Walker Partners, LLC - Contract Amendment #1	(564,900)	(15,500)	(580,400)
Remaining Project Funds	\$ 150,100	\$ -	\$ 150,100

The FY 2020 Business Plan includes funding for construction of Hartrick Bluff Road from Waters Dairy Road to FM 93 in FY 2021.

ATTACHMENTS:

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

PROPOSAL

To: City of Temple
Attn: Richard Wilson, P.E.
From: Otto Wiederhold, P.E.
Project Name: Hartrick Bluff Road Reconstruction
Project No.: 2-01618
Re: Proposal for Final Civil Engineering and Surveying Services
Date: March 24, 2020
Xc: James Billeck, P.E.; Jacob Bell, P.E.; Jered Staton, E.I.T.

HARTRICK BLUFF ROAD RECONSTRUCTION

Walker Partners, LLC appreciates the opportunity to submit this Proposal to provide professional surveying and civil engineering services to the City of Temple (Owner) in association with the Hartrick Bluff Road Reconstruction (Project) from FM 93 to Waters Dairy Road (Limits). Based upon the preliminary engineering effort completed to date, the reconstruction project is ready to move forward into final design. The current scope of the project was described within the Preliminary Engineering and Surveying proposal dated February 26, 2019.

The City moved forward with preliminary design phase services, right-of-entry, boundary/right-of-way survey, topographic survey, and franchise utility coordination in 2019. This proposal incorporates the final design to include the development of bidding drawings and contract documents as well as bid phase services, resident project representative services, and construction staking responsibilities (establishing horizontal and vertical control). The anticipated method of Project Delivery will be Design-Bid-Build. The construction project will be bid locally by Walker Partners and City staff.

Eighteen (18) parcels have been identified for acquisition as part of the Project. Land costs are to be budgeted for separately and are currently estimated at \$150,000.00. The right-of-way and easement acquisition effort is ready to begin upon approval from the City.

The total estimated construction cost (Walker Partners March 2020 update) for the City's roadway improvements is approximately \$8,050,000.00. This construction cost includes a current contingency amount of 15%.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

1.00 SCOPE OF SERVICES

1.01 ENGINEERING BASIC SERVICES

A. Final Design (Phase 40)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. The Drawings to be prepared with this Phase of the Work, in general, will include the following:

- a. General Condition Drawings – these drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
 - i) Legends, Abbreviations, and Symbols
 - ii) General Notes and Project-Specific Notes
 - iii) Estimate and Quantity Sheets
 - iv) Horizontal Control Sheet
 - v) Existing and Proposed Typical Sections
 - b. Traffic and Erosion Control Plan – prepare drawings for a traffic control strategy. Drawings will additionally include a sedimentation and erosion control plan for the roadway including recommendations of “best management practices” for controlling sedimentation and erosion on the site during construction activities.
 - c. Roadway Plan and Profiles – prepare plans, profiles and details for roadway improvements. The final paving section(s) will be based on recommendations included in the Geotechnical Report.
 - d. Intersection Layouts – prepare intersection layouts for intersecting roadways within the project limits. Layouts will show existing grades, proposed grades, and spot elevations as required.
 - e. Drainage Plan and Profiles – prepare drainage plans and profiles for the proposed drainage improvements. These drawings will indicate clearly the drainage areas, the drainage area calculations, and the proposed drainage structures.
 - f. Pavement Marking and Signage Plans – prepare plans for the proposed striping and signage for the completed roadway.
 - g. Details – provide project-specific details, municipality standard details, and state agency (TXDOT) standard details as required for permitting, bidding, and construction purposes.
 - h. Utility Conflict Identification Plans – prepare plans to be used by franchise utilities to allow them to successfully relocate their lines.
 - i. Develop cross sections for use during Contractor’s activities.
2. Provide technical criteria, written descriptions, and design data for Owner’s use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. This effort to include coordination with TxDOT on the F.M. 93 end of the project.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Prepare and furnish 95% complete Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in preparation of other related documents.
 5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Water Utilities Design (Phase 41)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - a. Water Distribution System Plans – prepare drawings for the water improvements including fire hydrants, meters, mains and service(s) to be relocated in order to serve the proposed project.

C. Bridge Design (Phase 100)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - a. Bridge Design – prepare drawings and details for the proposed Friar's Creek bridge structure.

D. Bidding / Negotiating (Phase 50)

1. Assist Owner in advertising for and obtaining bids for the Work and, where applicable, maintain a record of prospective bidders to whom the Bidding Documents have been issued, attend pre-Bid conference and receive and process contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

1.02 SPECIAL SERVICES

A. Horizontal & Vertical Control (Phase 65)

1. Prior to construction starting, establish baselines and benchmarks for locating the Work which in the Engineer's judgment are necessary to enable the Contractor to proceed with the roadway improvements, one-time, on behalf of the Owner.

B. Resident Project Representative (Phase 70)

Provide inspection services for an 18-month construction project duration estimated at an average of 80 man-hours per month.

C. Environmental Investigation (Phase 101) [Integrated Environmental Solutions, LLC]

1. Protected Species Habitat Evaluation
2. Delineation of Water of the United States
3. Hazardous Materials Records Search

4. Cultural Resources Pedestrian Survey and Reporting
5. Nationwide Permit 14 Pre-Construction Notification

D. Geotechnical Investigation (Phase 102) [Langerman Foster Engineering Company, LLC]

1. Perform a total of seventeen (17) soil borings along the limits of the project (13 bores along the roadway and 4 bores at the Friar's Creek crossing).
2. Conduct laboratory tests of bore samples to evaluate classification, strength, and volume change potential.
3. Complete geotechnical engineering evaluation and provide separate reports for the roadway pavement design and bridge structure. Recommendations will be limited to providing the following services:
 - a. Description of field operations and laboratory tests.
 - b. Description of subsurface materials and conditions including boring logs.
 - c. Short-term groundwater observations during drilling operations.
 - d. Geotechnical foundation design criteria for the bridge as follows:
 - i) Suitable foundation types and depths
 - ii) Allowable bearing values
 - iii) L-Pile parameters for laterally loaded drilled piers
 - iv) Lateral earth pressures for abutment walls (if needed)
 - v) Geotechnical seismic criteria
 - e. Pavement thickness designs based on traffic estimates.
 - f. General earthwork and construction criteria including geotechnical material specifications.

2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The Owner understands, however, that Walker Partners' performance must be governed by sound professional practices. Completion of the above-outlined scope of services is estimated at 270 days (approximately 9 months) upon notification to proceed, provided there are no unforeseen delays beyond the control of the engineer.

3.00 FEES

The proposed fee structure for this project are shown below in Table 1. For the SCOPE OF SERVICES outlined above, the City agrees to pay Walker Partners a lump sum fee of five hundred eighty thousand four hundred dollars (\$580,400.00) to be invoiced monthly at a percentage of the work completed. Below is an itemized breakdown of the proposed fees:

Table 1: Project Fees

Phase Number	Phase Description	Lump Sum Fee
Engineering Basic Services		
40	Final Design	\$369,000.00
41	Water Utilities Design	\$15,500.00
100	Bridge Design	\$42,000.00
50	Bidding / Negotiating	\$10,500.00
<i>Subtotal Engineering Basic Services</i>		\$437,000.00
Special Services		
65	Horizontal & Vertical Control	\$5,000.00
70	Resident Project Representative	\$80,000.00
101	Environmental Investigation	\$39,900.00
102	Geotechnical Investigation	\$18,500.00
<i>Subtotal Special Services</i>		\$143,400.00
Estimated Project Total		\$580,400.00

4.00 EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

4.01 The proposed engineering services do not include the following:

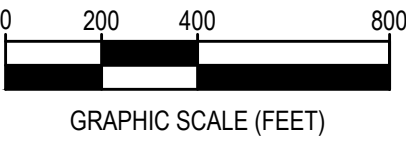
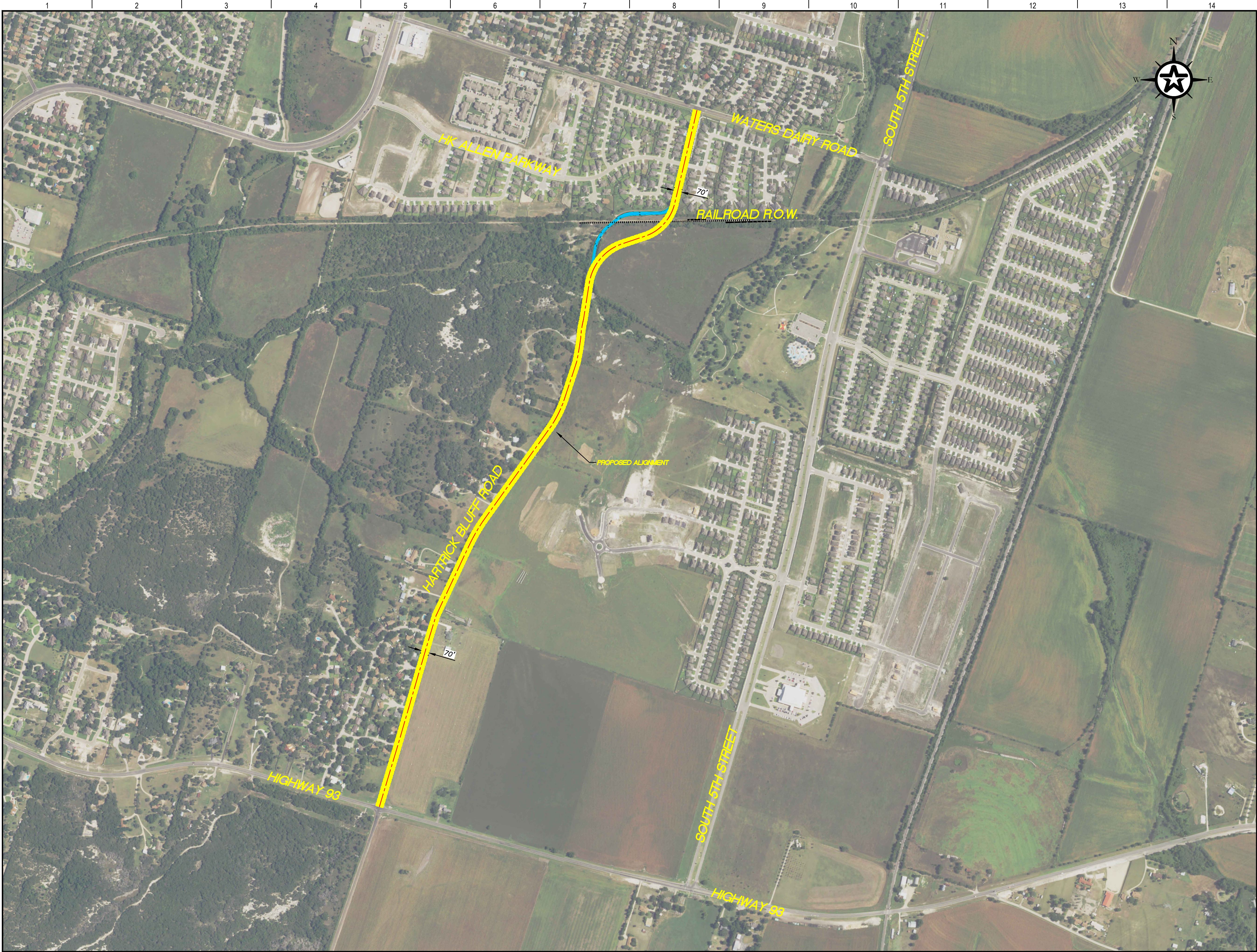
- Floodplain Study/FEMA Map Revisions
- TDLR Review and Inspection
- Design of screening walls, roadway illumination, transformer or generator pads, hardscape features and/or pavers
- Design Enhancements or Landscape architectural services
- Traffic Impact Analysis (TIA)
- ROW/Easement Acquisition Services
- Abstracting fee title, easements, restrictions or other encumbrances
- Construction staking
- Abandonment of private or public easements; platting; zoning changes
- Subsurface utility engineering survey
- Stormwater Pollution Prevention Plan
- Assistance to the Owner and/or the Contractor in filing the Notice of Intent (NOI) for the proposed construction activities
- Design of any “dry” utility facilities (i.e. gas, electric, phone, cable TV, etc.)
- Construction Materials Testing

4.02 Any major changes involved after Final Design Documents have been completed and approved will be charged on a time basis or negotiated fee.

5.00 ACCEPTANCE OF PROPOSAL

If the Scope of Services and Fees outlined herein are acceptable to the City of Temple (Owner), Walker Partners will work with City staff to prepare and execute an “Agreement for Professional Services.”

G:\PROJECTS\12-01618\2 ENGINEERING\2.0 CAD\HARTRICK BLUFF RD.LDWG, LAYOUT1, 4/19/2019 10:40:49 AM, jday



REV.	DESCRIPTION	DATE
<div><div><div><div><div><div></div><div>Walker Partners</div></div></div><div><div>engineers ★ surveyors</div><div><small>T.B.P.E. Registration No. 8053</small></div></div></div></div></div>		
CITY OF TEMPLE		
HARTRICK BLUFF RECONSTRUCTION		
HARTRICK BLUFF RD - LAYOUT1		
PRELIMINARY FOR REVIEW ONLY		
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF PROFESSIONAL ENGINEER OTTO E. WIEDERHOLD #53366 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.	PM	OEW
	DESIGNED	OEW
	DRAFTED	JAB
	CHECKED	OEW
	PROJECT NO.	2-01618
DRAWING NO.		1

CONTRACT AMENDMENT (Professional Service Agreements)

PROJECT: Hartrick Bluff Road Reconstruction from FM 93 to Waters Dairy Road
OWNER: City of Temple
ARCHITECT/ENGINEER: Walker Partners, LLC
AMENDMENT #: One (1)

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

Add:

Final design to include the development of bidding drawings and contract documents, bid phase services, resident project representation, and construction staking.

Estimated Project Total	\$580,400.00
--------------------------------	---------------------

PO194319

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

Original Contract Amount:	\$ 287,800.00
Previous Change in Contract Amount:	\$ 0.00
Amount This Amendment:	\$ 580,400.00
Revised Contract Amount:	\$ 868,200.00
Original Contract Completion Date:	January 9, 2020
Revised Contract Completion Date: (add 270 days)	January 15, 2021

Recommended by:

Agreed to:

Project Manager Date

Architect or Engineer Date

Approved by City of Temple:

Approved as to form:

Brynn Myers, City Manager Date

City Attorney's Office Date

Approved by Finance Department:

Date

RESOLUTION NO. 2020-0043-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALKER PARTNERS, LLC OF KILLEEN, TEXAS IN THE AMOUNT OF \$580,400, FOR THE FINAL DESIGN OF HARTRICK BLUFF ROAD FROM WATERS DAIRY ROAD TO FM 93; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, this project consists of roadway improvements to Hartrick Bluff Road from Waters Dairy Road to FM 93 which include expanded pavement sections, pedestrian facilities, and drainage conveyance;

Whereas, on May 2, 2019, Council authorized a professional services agreement with Walker Partners, LLC, in the amount of \$287,800 for preliminary design of this section of Hartrick Bluff Road;

Whereas, Staff recommends Council authorize a contract amendment to the professional services agreement with Walker Partners, LLC of Killeen, Texas in the amount of \$580,400, for the final design of Hartrick Bluff Road from Waters Dairy Road to FM 93;

Whereas, funding for this contract amendment is available in Account Nos. 365-3400-531-6716 561-5200-535-6716, Project No. 102025; 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's office, to authorize a contract amendment to the professional services agreement with Walker Partners, LLC of Killeen, Texas, in the amount of \$580,400, for the final design of Hartrick Bluff Road from Waters Dairy Road to FM 93.

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 **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(M)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Richard Wilson, PE, CFM, City Engineer
Belinda Mattke, Director of Purchasing & Facility Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing an increase of \$148,566 to the estimated annual expenditure for construction materials testing allocated under the FY 2020 services agreement with Langerman Foster Engineering Company, LLC of Waco.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On September 19, 2019, Council authorized a renewal to a professional services agreement with Langerman Foster Engineering Company, LLC (LFE) for construction material testing needed for all infrastructure projects, both City-initiated and subdivision-related. The estimated spend presented to Council on September 19, 2019, for FY2020 was \$200,000, which did not include an allowance for significant capital improvement infrastructure projects with required testing estimated at over \$50,000 per project.

As outlined in the attached LFE proposals, authorization of the increased spend under the LFE construction material testing (CMT) annual contract will provide for testing specifically estimated for the following capital infrastructure projects:

North Outer Loop (Research Parkway) Phase 1 from Central Pointe to McLane Parkway:

Total – North Outer Loop Ph 1	<u>\$ 95,864</u>
-------------------------------	------------------

North 31st Street Improvements and TISD Parking Lots:

Total – N. 31 st Street	<u>\$ 52,702</u>
------------------------------------	------------------

TOTAL	<u>\$ 148,566</u>
--------------	--------------------------

Construction material testing of the above projects is essential to assure quality construction and compliance with City specifications and standards.

The above project cost estimates are only projections of the costs that could be incurred if all of the construction material testing is performed as anticipated by the City's Engineering Staff, the project consulting engineer, and LFE. LFE will only invoice for the testing performed at the rates as agreed to in the annual contract for construction material testing.

FISCAL IMPACT: Funding for the increase to the estimated annual expenditure for construction materials testing under the services agreement with Langerman Foster Engineering Company, LLC for the two public infrastructure capital projects in the estimated amount of \$148,566 is available as follows:

	N Outer Loop Phase 1 Central Pt to McLane Pkwy		N 31st St & TISD Parking Lot		
	101004		101798		
	795-9500-531-6881		795-9500-531-6571		
	795-9600-531-6881		795-9600-531-6571		
	795-9800-531-6881		795-9600-531-6571		Total
Project Budget	\$	9,044,000	\$	8,207,000	\$ 17,251,000
Encumbered/Committed to Date		(8,682,648)		(8,090,296)	(16,772,944)
Langerman Foster Engineering		(95,864)		(52,702)	(148,566)
Remaining Project Funds	\$	265,488	\$	64,002	\$ 329,490

ATTACHMENTS:

[CMT Proposal for North Outer Loop Phase 1 Project](#)

[CMT Proposal for North 31st Project](#)

[Resolution](#)



**LANGERMAN FOSTER
ENGINEERING COMPANY**

April 1, 2020

City of Temple
3210 East Avenue H
Bldg. A, Suite 130
Temple, Texas 76501

Ph: 254/298-5621 Email: sparker@templetx.gov

Reference: Construction Materials Testing Proposal
Outer Loop Central Pointe Parkway to Interstate 35 Phase 1
Temple, Texas
LFE Proposal No. CMT 20-048

We are pleased to submit this proposal for construction materials testing services for the Outer Loop Central Pointe Parkway to Interstate 35 Phase 1 project in Temple, Texas. My understanding is the scope of services for the project includes soils testing, concrete testing, and HMAC testing.

The following bids for the referenced project are based on a general review of the plans and specifications provided:

- **Base Bid:** **\$86,776**
- **Base Bid + Alternate 2:** **\$95,864**

If this proposal is acceptable, please provide a mutually agreeable City of Temple purchase order. We look forward to working with you.

Best Regards,

LANGERMAN FOSTER ENGINEERING COMPANY

Texas Registered Engineering Firm No. F-13144

Ronnie Poston
Project Manager

Attachments:

Scope of Services, Fee Schedule, Basis of Charges

SCOPE OF SERVICES

OUTER LOOP CENTRAL POINTE PARKWAY TO INTERSTATE 35

TEMPLE, TEXAS

General: Langerman Foster (LFE) will provide construction material testing and special observation services as described below for the above project on an "as called basis". For this purpose, we agree to provide a technician to conduct tests in the field and/or to sample materials at the direction of the City of Temple, and to deliver those samples to our laboratory for testing. It is the responsibility of the City of Temple to determine the tests that are required, by specifications, for the project and to provide proper notice to schedule our technician.

LFE is not managing the testing for this project and is not providing construction materials engineering services.

Testing Services: Included in our understanding of the workscope are the following duties of our field and laboratory staff:

1. Compaction testing of subgrade, onsite fill, select fill, and base

- a. Sample subgrade, select fill, onsite fill, and base, and deliver to LFE laboratory for reference tests as listed below:
 - Moisture Density Curves
 - Atterberg Limits Tests
 - Material Gradations
 - Wet Ball Mill
- b. Provide part time observation of compaction operations and take field nuclear density tests to verify compaction.
- c. Prepare report of test results.

2. Concrete strength and consistency tests

- a. Sample concrete and test for the following:
 - Slump
 - Temperature
 - Air Content (if required)
 - Unit Weight (if required)
- b. Sample concrete and prepare test cylinders.
- c. Cure test cylinders and conduct compression strength tests.
- d. Prepare report of test results

3. Hot Mix Asphaltic Concrete:

- a. Sample hot mix and mold specimens for bulk stability.
- b. Perform maximum theoretical specific gravity tests.
- c. Perform extractions and gradations of hot mix aggregates.
- d. Perform nuclear method compaction tests.
- e. Obtain HMAC cores for thickness measurements and density determination.
- f. Prepare report of observations and tests.

The above services are typical of those encountered in most construction. LFE provides additional services, and costs for those services will be supplied upon request.

FEE SCHEDULE FOR THE CITY OF TEMPLE

PROFESSIONAL STAFF RATES

Engineer (P.E.)	\$150 / hour
Supervisory Technician	70 / hour
Field Technician	54 / hour
Administrative/Word Processor	54 / hour

Note: For most, if not all projects, only Field Technician time will be charged. Engineering, Supervisory Technician, or Administrative time will only be charged when approved by the City for special situations.

CONSTRUCTION MATERIALS TESTING SERVICES

Sieve Analysis	90 / each
#200 Sieve Only	34 / each
Air Content (when no cylinders are made)	30 / each
Concrete Slump (when no cylinders are made)	20 / each
Concrete cylinders	22 / each
Concrete Unit Weight	30 / each
Atterberg Limits	90 / each
Moisture-Density Relations	
- ASTM D698	260 / each
- ASTM D1557	260 / each
- TEX-113-E	320 / each
- TEX-114-E, PI>20	320 / each
Field Density Tests	
- Nuclear Method, per test (Minimum 3) plus technician time	24 / each
Texas Wet Ball Mill	270 / each
Los Angeles Abrasion	300 / each
Asphalt Cores (Minimum 3)	100 / each
Extraction / Gradation	270 / each
Specimen Molding/Bulk Density	160 / each
Maximum Theoretical Specific Gravity	70 / each
Vehicle Fee (per round trip to jobsite local in Temple)	34 / each
Report Fee (per each report issued)	16 / each

We believe that the tests quoted above will cover 90% or better of the City's needs. Quotes for other tests, including geotechnical work, will be provided upon request.

BASIS OF CHARGES

1. Prices listed are for services most frequently performed. Prices for other services provided by the firm or other services not listed will be given upon request.
2. Invoices will be issued on a periodic basis. The net cash amount of this invoice is payable on presentation of the invoice.
3. Jobsite time only will be charged (travel time to and from jobsites will not be charged). Field technician time will be charged in one-hour increments.
4. A fee of \$16 applies for each test report issued. Reports will be issued via e-mail. If hard copy reports are requested via US mail, then additional charges will apply.
5. Time worked before 7 am or after 5 pm, in excess of 8 hours per day, or weekend\holiday work will be charged at 1.5 times the hourly rate.
6. Outside services will include a 20% markup unless otherwise noted.
7. All samples will be disposed at the completion of the test unless prior arrangements are made. LFE does not accept environmental or contaminated samples.
8. A vehicle fee of \$34 per trip will be applicable within the city limits of Temple. An addition charge of \$0.60 per mile will apply outside of the city limits.

Construction Materials Fee Estimate Base Bid Phase 1							
Outer Loop							
Central Pointe Parkway to Interstate 35							
Temple, Texas							
Description			Quantity		Unit		Charge
Earthwork							
	Nuclear Field Density		810		\$24.00		\$19,440.00
	Soil Technician		310		\$54.00		\$16,740.00
	D698 or D1557 Proctor		40		\$260.00		\$10,400.00
	Atterberg Limits		40		\$90.00		\$3,600.00
	Sieve Analysis		1		\$90.00		\$90.00
	(-) 200 Sieve Wash Test		39		\$34.00		\$1,326.00
	Wet Ball Mill		1		\$270.00		\$270.00
Concrete							
	Concrete Technician		17		\$54.00		\$918.00
	Compression Test Cylinders		68		\$24.00		\$1,632.00
	Cylinder Pick-Up		17		\$54.00		\$918.00
HMAC							
	HMAC Technician		54		\$54.00		\$2,916.00
	Extraction/Gradation		9		\$270.00		\$2,430.00
	Molding/Bulk Density		9		\$160.00		\$1,440.00
	Rice Gravity		9		\$70.00		\$630.00
	Nuclear Field Density		42		\$24.00		\$1,008.00
	HMAC Cores In Place Density		42		\$100.00		\$4,200.00
	Coring Machine/Generator per day		4.5		\$120.00		\$540.00
Vehicle and Report Charges							
	Vehicle Use Fee		371		\$34.00		\$12,614.00
	Report Charge		354		\$16.00		\$5,664.00
					TOTAL:		\$86,776.00

Construction Materials Fee Estimate Base Bid + Alternate 2 Phase 1							
Outer Loop							
Central Pointe Parkway to Interstate 35							
Temple, Texas							
Description			Quantity		Unit		Charge
Earthwork							
	Nuclear Field Density		915		\$24.00		\$21,960.00
	Soil Technician		351		\$54.00		\$18,954.00
	D698 or D1557 Proctor		46		\$260.00		\$11,960.00
	Atterberg Limits		46		\$90.00		\$4,140.00
	Sieve Analysis		1		\$90.00		\$90.00
	(-) 200 Sieve Wash Test		45		\$34.00		\$1,530.00
	Wet Ball Mill		1		\$270.00		\$270.00
Concrete							
	Concrete Technician		17		\$54.00		\$918.00
	Compression Test Cylinders		68		\$24.00		\$1,632.00
	Cylinder Pick-Up		17		\$54.00		\$918.00
HMAC							
	HMAC Technician		54		\$54.00		\$2,916.00
	Extraction/Gradation		9		\$270.00		\$2,430.00
	Molding/Bulk Density		9		\$160.00		\$1,440.00
	Rice Gravity		9		\$70.00		\$630.00
	Nuclear Field Density		42		\$24.00		\$1,008.00
	HMAC Cores In Place Density		42		\$100.00		\$4,200.00
	Coring Machine/Generator per day		4.5		\$120.00		\$540.00
Vehicle and Report Charges							
	Vehicle Use Fee		412		\$34.00		\$14,008.00
	Report Charge		395		\$16.00		\$6,320.00
					TOTAL:		\$95,864.00



Page 1 of 6

SCOPE OF SERVICES

NORTH 31ST STREET IMPROVMENTS AND TISD PARKING LOTS

TEMPLE, TEXAS

General: Langerman Foster (LFE) will provide construction material testing and special observation services as described below for the above project on an "as called basis". For this purpose, we agree to provide a technician to conduct tests in the field and/or to sample materials at the direction of the City of Temple, and to deliver those samples to our laboratory for testing. It is the responsibility of the City of Temple to determine the tests that are required, by specifications, for the project and to provide proper notice to schedule our technician.

LFE is not managing the testing for this project and is not providing construction materials engineering services.

Testing Services: Included in our understanding of the workscope are the following duties of our field and laboratory staff:

1. Compaction testing of subgrade, onsite fill, select fill, base, and trench backfill

a. Sample subgrade, select fill, onsite fill, base, and trench backfill, and deliver to LFE laboratory for reference tests as listed below:

- Moisture Density Curves
- Atterberg Limits Tests
- Material Gradations
- Wet Ball Mill

b. Provide part time observation of compaction operations and take field nuclear density tests to verify compaction.

c. Prepare report of test results.

2. Concrete strength and consistency tests

- a. Sample concrete and test for the following:
 - Slump
 - Temperature
 - Air Content (if required)
 - Unit Weight (if required)
- b. Sample concrete and prepare test cylinders.
- c. Cure test cylinders and conduct compression strength tests.
- d. Prepare report of test results

3. Drilled Shaft Observation

- a. Observe installation of drilled shafts and report items such as diameter, depth, penetration into the bearing stratum, casing depth, and water infiltration.
- b. Observe steel reinforcement.
- c. Sample concrete.
- d. Prepare report of observations and tests.

4. Masonry Testing

- a. Sample Mortar/Grout/Non-Shrink Grout and prepare strength specimens.
- b. Cure test specimens and perform compressive strength tests.
- c. Prepare report of test results.

5. Hot Mix Asphaltic Concrete:

- a. Sample hot mix and mold specimens for bulk stability.
- b. Perform maximum theoretical specific gravity tests.
- c. Perform extractions and gradations of hot mix aggregates.
- d. Obtain HMAC cores for thickness measurements and density determination.
- e. Prepare report of observations and tests.

The above services are typical of those encountered in most construction. LFE provides additional services, and costs for those services will be supplied upon request.

FEE SCHEDULE FOR THE CITY OF TEMPLE

PROFESSIONAL STAFF RATES

Engineer (P.E.)	\$150 / hour
Supervisory Technician	70 / hour
Field Technician	54 / hour
Administrative/Word Processor	54 / hour

Note: For most, if not all projects, only Field Technician time will be charged. Engineering, Supervisory Technician, or Administrative time will only be charged when approved by the City for special situations.

CONSTRUCTION MATERIALS TESTING SERVICES

Sieve Analysis	90 / each
#200 Sieve Only	34 / each
Air Content (when no cylinders are made)	30 / each
Concrete Slump (when no cylinders are made)	20 / each
Concrete cylinders	22 / each
Concrete Unit Weight	30 / each
Atterberg Limits	90 / each
Moisture-Density Relations	
- ASTM D698	260 / each
- ASTM D1557	260 / each
- TEX-113-E	320 / each
- TEX-114-E, PI>20	320 / each
Field Density Tests	
- Nuclear Method, per test (Minimum 3) plus technician time	24 / each
Texas Wet Ball Mill	270 / each
Los Angeles Abrasion	300 / each
Asphalt Cores (Minimum 3)	100 / each
Extraction / Gradation	270 / each
Specimen Molding/Bulk Density	160 / each
Maximum Theoretical Specific Gravity	70 / each
Vehicle Fee (per round trip to jobsite local in Temple)	34 / each
Report Fee (per each report issued)	16 / each

We believe that the tests quoted above will cover 90% or better of the City's needs. Quotes for other tests, including geotechnical work, will be provided upon request.

BASIS OF CHARGES

1. Prices listed are for services most frequently performed. Prices for other services provided by the firm or other services not listed will be given upon request.
2. Invoices will be issued on a periodic basis. The net cash amount of this invoice is payable on presentation of the invoice.
3. Jobsite time only will be charged (travel time to and from jobsites will not be charged). Field technician time will be charged in one-hour increments.
4. A fee of \$16 applies for each test report issued. Reports will be issued via e-mail. If hard copy reports are requested via US mail, then additional charges will apply.
5. Time worked before 7 am or after 5 pm, in excess of 8 hours per day, or weekend\holiday work will be charged at 1.5 times the hourly rate.
6. Outside services will include a 20% markup unless otherwise noted.
7. All samples will be disposed at the completion of the test unless prior arrangements are made. LFE does not accept environmental or contaminated samples.
8. A vehicle fee of \$34 per trip will be applicable within the city limits of Temple. An addition charge of \$0.60 per mile will apply outside of the city limits.

Construction Materials Fee Estimate						
North 31st Street Improvements and TISD Parking Lots						
Temple, Texas						
Description			Quantity		Unit	Charge
Earthwork						
	Nuclear Field Density		239		\$24.00	\$5,736.00
	Soil Technician		99		\$54.00	\$5,346.00
	D698 or D1557 Proctor		12		\$260.00	\$3,120.00
	TEX-113-E or TEX-114-E		7		\$320.00	\$2,240.00
	Atterberg Limits		19		\$90.00	\$1,710.00
	Sieve Analysis		3		\$90.00	\$270.00
	(-) 200 Sieve Wash Test		17		\$34.00	\$578.00
	Wet Ball Mill		2		\$270.00	\$540.00
Drilled Piers						
	Pier Observation		40		\$54.00	\$2,160.00
	Pier Observation-OT		10		\$81.00	\$810.00
Concrete						
	Rebar Observation		4		\$54.00	\$216.00
	Concrete Technician		48		\$54.00	\$2,592.00
	Compression Test Cylinders		212		\$22.00	\$4,664.00
	Cylinder Pick-Up		47		\$54.00	\$2,538.00
Masonry						
	Reinforcing Steel Observation		4		\$54.00	\$216.00
	Masonry Technician		8		\$54.00	\$432.00
	Mortar Cubes		12		\$22.00	\$264.00
	Grout Strength		16		\$22.00	\$352.00
	Sample Pick-Up		8		\$54.00	\$432.00
HMAC						
	HMAC Technician		31		\$54.00	\$1,674.00
	Extraction/Gradation		7		\$270.00	\$1,890.00
	Molding/Bulk Density		7		\$160.00	\$1,120.00
	Rice Gravity		7		\$70.00	\$490.00
	HMAC Cores		28		\$100.00	\$2,800.00
	Coring Machine/Generator per day		3		\$120.00	\$360.00
Vehicle and Report Charges						
	Vehicle Use Fee		220		\$34.00	\$7,480.00
	Report Charge		167		\$16.00	\$2,672.00
					TOTAL:	\$52,702.00

RESOLUTION NO. 2020-0044-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INCREASE OF \$148,566 TO THE ESTIMATED ANNUAL EXPENDITURE FOR CONSTRUCTION MATERIALS TESTING ALLOCATED UNDER THE FY 2020 SERVICES AGREEMENT WITH LANGERMAN FOSTER ENGINEERING COMPANY, LLC OF WACO, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 19, 2019, Council authorized a renewal to the professional services agreement with Langerman Foster Engineering Company (LFE), LLC of Waco, Texas for construction material testing for all infrastructure projects, both City-initiated and subdivision-related - the estimated expenditure presented to Council on September 19, 2019, for fiscal year 2020 was \$200,000, and did not include an allowance for significant capital improvement infrastructure projects with required testing estimated at over \$50,000 per project;

Whereas, authorization of the increased expenditure under the LFE construction material testing annual contract will provide for testing specifically estimated for the following capital infrastructure projects:

North Outer Loop (Research Parkway) Phase 1 from Central Pointe to McLane Parkway:

Total – North Outer Loop Ph 1	<u>\$ 95,864</u>
-------------------------------	------------------

North 31st Street Improvements and TISD Parking Lots:

Total – N. 31 st Street	<u>\$ 52,702</u>
------------------------------------	------------------

TOTAL	<u>\$ 148,566</u>
--------------	--------------------------

Whereas, construction material testing of the above projects is essential to assure quality construction and compliance with City specifications and standards;

Whereas, the above project cost estimates are only projections of the costs that could be incurred if all of the construction material testing is performed as anticipated by the City's Engineering Staff, the project consulting engineer, and LFE - LFE will only invoice for the testing performed at the rates as agreed to in the annual contract for construction material testing;

Whereas, Staff recommends Council authorize an increase of \$148,566 to the estimated expenditure for construction materials testing allocated under the FY 2020 services agreement with Langerman Foster Engineering Company, LLC of Waco, Texas;

Whereas, funding for the increase to the estimated annual expenditure for construction materials testing under the services agreement is available in Account No. 795-9600-531-6881, Project No. 101004 and Account Nos 795-9500-531-6571 and 795-9600-531-6571, 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 City Manager, or her designee, after approval as to form by the City Attorney's office, to authorize an increase of \$148,566 to the estimated annual expenditure for construction materials testing under the FY 2020 services agreement with Langerman Foster Engineering Company, LLC of Waco, Texas.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(N)
Regular Agenda
Page 1 of 3

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the annual Microsoft Software Enterprise Renewal with SHI Government Solutions of Austin, in the amount of \$230,856.03.

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

ITEM SUMMARY: Authorization of this software agreement will provide for the continued use of Microsoft office applications from May 1, 2020, through April 30, 2021.

The City currently uses Microsoft for all of our office applications, as well as database servers, throughout the City. The primary Microsoft applications currently used include the following: Microsoft Word, PowerPoint, Excel, Sharepoint, Outlook, and Publisher, as well as Enterprise solutions for servers and operating systems.

After reviewing some of the volume licensing programs that were presented, we decided to request a Microsoft Enterprise Agreement that covers Microsoft Office Professional and the Microsoft Core Client Access License (CAL) Suite—including the Windows Server® 2012 operating system, Microsoft Exchange Server, Microsoft Systems Management Server, and Microsoft Office SharePoint® Portal Server—for all of the City computers. The agreement also covers a wide variety of additional technologies including Windows Server, Exchange Server, Internet Security and Acceleration Server, SQL Server™, and Microsoft Operations Manager licenses for 25 servers.

We would like to continue with Office 365 so that all employees have the ability to work across multiple devices, from anywhere, and have a consistent, clean, and fast experience. It will enable staff to establish settings that roam with the employee, so files are up to date and ready to pick up right where the employee left the file, no matter what device is being used. This also will give us new access for online collaboration and meeting tools instead of having to go through a hosted service such as WebEx or Go-To-Meeting. In addition, Office 365 will provide for simplified legal compliance by using in-place legal holds which will be hosted by Microsoft, allowing our staff more time to concentrate on security compliance.

In summary, Office 365 provides the following:

Advanced email	Use archiving and legal hold capabilities, plus unlimited storage, for compliance needs. And use data loss prevention (DLP) policies and policy tips that educate your users for additional compliance enforcement in email.
Microsoft Office Suite	Includes Word, Excel, Powerpoint Outlook, OneDrive, Microsoft Teams and Sharepoint for all users
Online conferencing	Host online meetings with audio and video using one-click screen sharing and HD video conferencing using Microsoft Teams
Instant messaging and Teams connectivity	Connect with other Team users via instant message, voice calls, and video calls, and let people know your availability with your online status. Share presence, IM, and audio calling with Team users.
File storage and sharing	OneDrive for Business gives each user 1 TB of personal cloud storage that can be accessed from anywhere and that syncs with their PC for offline access. Easily share documents with others inside and outside the organization and control who can see and edit each file.
Teams	Teams is where employees - including people outside your organization - can actively connect and collaborate in real time to get things done. Have a conversation right where the work is happening, whether coauthoring a document, having a video meeting, or working together in other apps and services. Teams is the place to have informal chats, iterate quickly on a project, work with team files, and collaborate on shared deliverables.
Site mailboxes	Make it easier for teams to collaborate. Store and share email and documents in project-specific folders, so everyone on the team can find the information they need fast.
Office Online	Create and edit Word, OneNote, PowerPoint, and Excel documents from a browser.
Mobility	Sync email, calendar, and contacts; access SharePoint sites; view and edit Office documents with Office Online using a browser on Windows Phone, iOS, and Android devices.

This is the 11th year of the City's Enterprise Agreement and through the Enterprise Agreement we are able to more effectively standardize software across all desktops and take advantage of many of the included software assurance benefits, including New Version Rights, Desktop Deployment Planning Services, Training Vouchers, Microsoft eLearning, Home Use Program, 24x7 Problem Resolution Support, a TechNet Plus subscription, and Extended Hotfix's.

Prior to 2010, it was the Information Technology Department's practice of purchasing new licenses every three to four years through a select agreement program because we felt the Enterprise Agreement was more expensive over the three to four year period, but the pricing now has reversed in the sense that it is less costly to go through a yearly Enterprise Agreement. We also felt that the cycle for software upgrades by Microsoft was about every three to four years but that has changed in the past four years in that software upgrades are on a more frequent basis. This also helps solve a problem in that we would be on the same Enterprise Agreement with many other State and local agencies that currently upgrade their software on a more frequent basis.

SHI Government Solutions has been awarded a Texas Department of Information Resources (DIR) contract #DIR-TSO-4092, which this purchase is awarded under. Contracts awarded by DIR have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

FISCAL IMPACT: A budget adjustment is presented for Council's approval to appropriate \$155,190 of Technology Funds. After the approval of the budget adjustment, funding for the purchase of the Microsoft Enterprise Agreement License and software with SHI Government Solutions in the total amount of \$230,856.03 will be available as shown below.

	<u>110-1900-519-2515</u>	<u>351-1900-519-2515</u>	<u>Total</u>
Project Budget	\$ 75,667	\$ -	\$ 75,667
Budget Adjustment	-	155,190	155,190
Microsoft Annual EA License	(75,667)	(155,190)	(230,857)
Remaining Project Funds	\$ -	\$ -	\$ -

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY 2020**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	
351-1900-519-25-15		Dues & Subscriptions	\$ 155,190			
351-0000-490-25-82		Transfer In- Desg Capital Proj Fund	\$ 155,190			
110-0000-351-09-43		Desg Capital Unallocated Tech Funds			155,190	
110-9100-591-81-51		Transfer Out- Desg Capital Proj Funds	155,190			
		Do Not Post				
TOTAL.....			\$ 465,570		\$ 155,190	

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

2020 Microsoft Annual EA Agreement

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes☐ No

DATE OF COUNCIL MEETING

4/16/2020

WITH AGENDA ITEM?

☒ Yes☐ NoAlan DeLoera4/2/2020

Date

☒ Approved☐ Disapproved

Department Head/Division Director

FinanceDate☐ Approved☐ DisapprovedCity ManagerDate☐ Approved☐ Disapproved

RESOLUTION NO. 2020-0045-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL CONTRACT RENEWAL WITH SHI GOVERNMENT SOLUTIONS, INC. OF AUSTIN, TEXAS IN THE AMOUNT OF \$230,856.03, FOR MICROSOFT SOFTWARE ENTERPRISE LICENSING; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently uses Microsoft for all office applications, as well as database servers throughout the City - the primary Microsoft applications currently used include Microsoft Word, PowerPoint, Excel, Sharepoint, Outlook, and Publisher, as well as Enterprise solutions for servers and operating systems;

Whereas, after reviewing the volume of licensing programs presented, Staff decided to request a Microsoft Enterprise Agreement that covers Microsoft Office Professional and the Microsoft Core Client Access License Suite, including the Windows Server® 2012 operating system, Microsoft Exchange Server, Microsoft Systems Management Server, and Microsoft Office SharePoint® Portal Server, for all the City computers;

Whereas, the agreement will also cover a wide variety of additional technologies including Windows Server, Exchange Server, Internet Security and Acceleration Server, SQL Server™, and Microsoft Operations Manager licenses for 25 servers;

Whereas, Staff wishes to continue with Office 365 so that all employees have the ability to work across multiple devices, from anywhere, and have a consistent, clean, and fast experience;

Whereas, this agreement will enable Staff to establish settings that roam with the employee so files are up to date and ready to pick up right where the employee left the file, no matter what device is being used – this agreement will also give the City new access for online collaboration and meeting tools instead of having to go through a hosted service such as WebEx or Go-To-Meeting;

Whereas, Office 365 will also provide for simplified legal compliance by using in-place legal holds which will be hosted by Microsoft, allowing our staff more time to concentrate on security compliance;

Whereas, this will be the 11th year of the City's Enterprise Agreement and through the Enterprise Agreement, the City is able to more effectively standardize software across all desktops and take advantage of many of the included software assurance benefits, including New Version Rights, Desktop Deployment Planning Services, Training Vouchers, Microsoft eLearning, Home Use Program, 24x7 Problem Resolution Support, a TechNet Plus subscription, and Extended Hotfix's;

Whereas, SHI Government Solutions has been awarded Texas Department of Information Resources (DIR) Contract No. DIR-TSO-4092, which has been competitively procured and meets the statutory procurement requirements for Texas municipalities;

Whereas, authorization of this purchase will allow for the continued use of Microsoft office applications from May 1, 2020 through April 30, 2021;

Whereas, a budget adjustment is being presented for Council's approval to appropriate \$155,190 of Technology Funds – once approved, funding will be available for this renewal in Account Nos. 110-1900-519-2515 and 351-1900-519-2515; 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 City Manager, or her designee, after approval as to form by the City Attorney's office, to execute an annual contract renewal with SHI Government Solutions of Austin, Texas in the amount of \$230,856.03, for Microsoft Software Enterprise licensing.

Part 3: The City Council authorizes an amendment to the fiscal year 2020 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 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(O)
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Director of Parks & Recreation

ITEM DESCRIPTION: Consider adopting a resolution authorizing a one-year renewal to the lease between the City of Temple, City of Belton and the Secretary of the Army for the Miller Springs Nature Center.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In May 2018, the City of Temple, the City of Belton, and the Secretary of the Army entered into a Lease for the operation and maintenance of the Miller Springs Nature Center ("Nature Center"). The Nature Center is an approximately 258-acre scenic natural area located between the Leon River and 110-foot high bluffs, immediately east of Lake Belton Dam and along the boundaries of Temple and Belton. The land is owned by the Army Corp of Engineers. The Cities took over the operation and maintenance of the Nature Center in 2018 after the previous entity operating the Center was unable to continue.

The Lease was for an initial term of one year, but included four, one-year renewal options. This lease would be year two of the renewal options. As part of the agreement, the City of Temple is responsible for general repair and maintenance of the Nature Center, the City of Belton organizes volunteer efforts and events, and the Secretary of the Army shreds the spillway area and maintains the gate hours of operation. City Staff is interested in renewing the Lease for an additional year. The City of Belton and the Corps are also supportive of the renewal.

FISCAL IMPACT: Funding for repair and maintenance of the Miller Springs Nature Center in the amount of \$20,000 is appropriated in account 110-3500-552-2122.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0046-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL TO THE LEASE AGREEMENT BETWEEN THE CITY OF TEMPLE, CITY OF BELTON, AND THE SECRETARY OF THE ARMY FOR THE MILLER SPRINGS NATURE CENTER; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in May 2018, the City of Temple, the City of Belton, and the Secretary of the Army entered into a lease agreement for the operation and maintenance of the Miller Springs Nature Center (“Nature Center”) which is an approximately 258-acre scenic natural area located between the Leon River and 110-foot high bluffs, immediately east of the Lake Belton Dam and located along the boundaries of the City of Temple and City of Belton - the land is owned by the Army Corp of Engineers (“Corp”);

Whereas, the Cities took over the operation and maintenance of the Nature Center in 2018 after the previous entity operating the center was unable to continue;

Whereas, as part of the lease agreement, the City of Temple is responsible for general repair and maintenance of the Nature Center, the City of Belton organizes volunteer efforts and events, and the Secretary of the Army shreds the spill way area and maintains the gate hours of operation;

Whereas, the lease agreement was for an initial term of one year, but included four, one-year renewal options - Staff is interested in renewing the lease agreement for an additional year - the City of Belton and the Corps are also supportive of the renewal;

Whereas, Staff recommends Council authorize a one-year renewal to the lease agreement between the City of Temple, City of Belton, and the Secretary of the Army for the Miller Springs Nature Center – this will be the second renewal authorized under the agreement, with two renewals remaining;

Whereas, funding for repair and maintenance of the Miller Springs Nature Center is appropriated in Account No. 110-3500-552-2122; 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's office, to enter into a one-year renewal to the lease agreement between the City of Temple, City of Belton, and the Secretary of the Army for the Miller Springs Nature Center.

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 **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(P)
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Don Bond, P.E., CFM, Director of Public Works
Richard Wilson, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing the rejection of all bids received on March 17, 2020, for construction of the Temple-Belton Wastewater Treatment Plant Vacuum Truck Dump Station Project.

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

ITEM SUMMARY: Authorization of the rejection of the Temple-Belton Wastewater Treatment Plant (TBP) Vacuum Truck (Vac Truck) Dump Station Project bids received on March 17, 2020, will allow City of Temple and Belton (Cities) to pursue a more cost-effective plan for handling the wastewater and debris from vacuum trucks. The TBP, located on FM 93 between I-35 and South 31st Street (project map attached), is jointly owned by the Cities and share capital improvement costs at 75% and 25%, respectively. The City of Belton also agrees with rejecting all bids for this project.

On March 17, 2020, the Cities received three bids for the construction of the TBP Vac Truck Station, that ranged from a low bid of \$497,500 to \$649,300. The Engineer's opinion of probable construction cost (OPC) was \$300,000. Staff recommends rejecting all bids received. See attached bid tabulation.

Per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids.

If Council authorizes the rejection of bids, both Cities will pursue constructing their own individual vac truck dump station off-site from the TBP. The City of Temple's off-site station will be a simpler and much less expensive station that will still be fully functionable for its purpose.

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

ATTACHMENTS:

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

BID TABULATION
TEMPLE, CITY OF
Temple-Belton Wastewater Treatment Plant - Vacuum Truck Dump Station Improvements

March 17, 2020; 2 PM
Purchasing Department, 3210 . Ave , Bldg C
Temple TX 76501

				BIDDER INFORMATION					
				Archer Western Construction, LLC 1411 Greenway Drive Irving, Texas 75038		Austin Engineering Co., Inc P.O. Box 342349 Austin, Texas 78734		PrimeSpec Construction, LLC 4750 Ranch Road 1869 Liberty Hill, Texas 78642	
<i>Item No.</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Bid Data Description</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>
1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount,	\$ 10,000.00	\$ 10,000.00	\$ 26,350.00	\$ 26,350.00	\$ 32,000.00	\$ 32,000.00
2	100%	LS	Submit Trench Safety Plan prepared and signed by P.E. in Conformance with State Law and OSHA	1,000.00	1,000.00	3,000.00	3,000.00	1,500.00	1,500.00
3	500	SF	Implement and Follow Trench Safety Plan (Structures & Manholes)	2.00	1,000.00	10.00	5,000.00	1.00	500.00
4	100%	LS	Prepare Storwater Pollution Prevention Plan, Including Submission to and Receiving	1,000.00	1,000.00	2,500.00	2,500.00	800.00	800.00
5	100	LF	Furnish, Install, Maintain and Remove Silt Fence as required in the Storwater Pollution Prevention Plan	6.00	600.00	8.00	800.00	15.00	1,500.00
6	100%	LS	Furnish all Labor, Materials, Tools & Equipment for Plant Roadway, Complete in all Details including all Site-Work, Earthwork, Accessories all other components as Shown on the Plans, Specified Herein and as required to allow for fully functional roadway	75,000.00	75,000.00	110,000.00	110,000.00	100,000.00	100,000.00
7	100%	LS	Furnish All Labor, Materials, Tools & Equipment for Concrete Improvements (Approach Slab, Splash Walls, Retaining Wall, Concrete Trailer Pad, Sump) Complete in all Details including all Site-Work, Earthwork, Accessories(chute modifications, etc) and all other components as Shown on the Plans, Specified Herein and as required to meet plans and specifications	80,700.00	80,700.00	215,000.00	215,000.00	371,000.00	371,000.00
8	100%	LS	Furnish All Labor, Materials, Tools & Equipment for Constructing Piping and Mechanical Improvements, Complete in all Details including all Mechanical, Electrical, Controls, Equipment, Piping, Piping Connections, Earthwork, Demolition, Testing, Startup and all other components as Shown on the Plans, Specified Herein and as required to allow for fully functional processes	327,800.00	327,800.00	170,000.00	170,000.00	141,500.00	141,500.00
9	100%	LS	Provide Project Record Drawings (As-builts)	400.00	400.00	2,500.00	2,500.00	500.00	500.00
TOTAL BASE BID AMOUNT (ITEMS 1 - 10)					\$ 497,500.00		\$ 535,150.00		\$ 649,300.00

Did Bidder Acknowledge Addenda No. 1?	YES	YES	YES
Did Bidder provide Bid Security?	YES	YES	YES

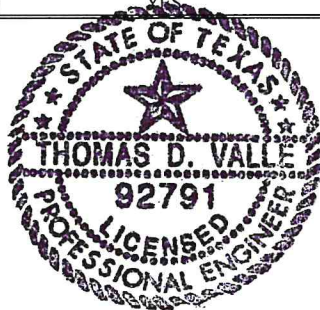
I hereby certify that this is a correct & true tabulation of all bids received



Thomas D. Valle, P.E.

Date

Kasberg, Patrick & Associates, LP



Proposed TBP Vacuum
Truck Dump Station
Location



HEADWORKS

FLOW EQUALIZATION
BASIN

NOLAN
CREEK



0 100 200

HORIZONTAL SCALE IN FEET



PHASE I

CITIES OF TEMPLE & BELTON, TEXAS

TBWWTP



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

AUGUST 2017

RESOLUTION NO. 2020-0047-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, REJECTING ALL BIDS RECEIVED FOR CONSTRUCTION OF THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT VACUUM TRUCK DUMP STATION PROJECT ON MARCH 17, 2020; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 17, 2020, the City received three bids for the construction of the Temple-Belton Wastewater Treatment Plant (TBP) Vacuum Truck (Vac Truck) Dump Station Project - all bids came in over budget;

Whereas, Staff recommends Council reject all bids for the construction of the TBP Vac Truck Dump Station Project received on March 17, 2020, which will allow the Cities of Temple and Belton (Cities) to pursue a more cost-effective plan for handling the wastewater and debris from vacuum trucks - the TBP, located on FM 93 between I-35 and South 31st Street, is jointly owned by the Cities and share capital improvement costs at 75% and 25%, respectively;

Whereas, the City of Belton also agrees with rejecting all bids for this project, and each city will pursue constructing its own individual vac truck dump station off-site from the TBP, which will be simpler and much less expensive;

Whereas, per the Local Government Code §252.043(f), the governing body is the designated authority to reject any and all bids;

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 received for construction of the Temple-Belton Wastewater Treatment Plant Vacuum Truck Dump Station Project on March 17, 2020.

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 **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(Q)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of an enterprise firewall solution from Dell Marketing LP, of Round Rock, in the amount of \$80,489.89.

STAFF RECOMMENDATION: Adopt Resolution as presented in item description.

ITEM SUMMARY: The Information Technology Department currently maintains many systems, applications, pc's and wireless devices across the city. The current Sonicwall firewall is a network security system that controls the incoming and outgoing network traffic across the internet. A firewall establishes a barrier between a trusted, secure internal network and the internet which is assumed not to be secure and trusted. The City's current firewall is over six years old and will be considered obsolete this summer and needs to be replaced.

The City has looked at other firewall vendors and staff is recommending that we move forward with the Palo Alto firewall enterprise solution which is considered the global leader in enterprise network protection. Palo Alto Networks safeguards our digital transformation and its continuous innovation combines the latest breakthroughs in security, automation and analytics, delivering highly effective and innovative cybersecurity across clouds, networks and mobile devices.

Palo Alto Networks next-generation firewalls detect known and unknown threats, including in encrypted traffic, using intelligence generated across many thousands of customer deployments. That means they reduce risks and prevent a broad range of attacks. For example, they enable users to access data and applications based on business requirements as well as stop credential theft and an attacker's ability to use stolen credentials.

Dell Marketing LP has been awarded a Texas Department of Information Resources (DIR) contract #DIR-TSO-3763, which staff is recommending using for this purchase of the Palo Alto firewall enterprise solution. Contracts awarded by DIR have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

FISCAL IMPACT: A budget adjustment is being presented to Council for approval to appropriate funding for the purchase of an enterprise firewall with Dell Marketing LP in the amount of \$80,490. After approval of the budget adjustment, funding will be available in project 102236 as follows:

	<u>351-1900-519-6240</u>	<u>110-1900-519-6240</u>	<u>Total</u>
Budget	\$ -	\$ -	\$ -
Budget Adjustment	44,500	35,990	80,490
Dell Marketing LP	(44,500)	(35,990)	(80,490)
Remaining Project Funds	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY 2020

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
351-1900-519-62-40	102236	Capital Equip / Network Hardware	\$ 44,500	
351-0000-490-25-82		Transfer In- Desg Capital Proj Fund	\$ 44,500	
110-0000-351-09-43		Desg Capital Unallocated Tech Funds		44,500
110-9100-591-81-51		Transfer Out- Desg Capital Proj Funds	\$ 44,500	
110-1900-519-62-40	102236	Capital Equip / Network Hardware	\$ 35,990	
110-1900-519-23-38		Repair & Maint /Maintenance Contract		\$ 14,000
110-1900-519-23-31		Repair & Maint /Special Equipment		\$ 11,000
110-1900-519-26-23		Contract Services/Other Contract Serv		\$ 10,990
		Do Not Post		
TOTAL.....			\$ 169,490	\$ 80,490

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

2020 Firewall Replacement

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

4/16/2020

WITH AGENDA ITEM?

☒

Yes

☐

No



Department Head/Division Director

4/6/2020

Date

☒

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. 2020-0048-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF AN ENTERPRISE FIREWALL SOLUTION FROM DELL MARKETING, LP OF ROUND ROCK, TEXAS IN THE AMOUNT OF \$80,489.89; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Information Technology (IT) department currently maintains many systems, applications, pc's and wireless devices across the city and the current Sonicwall firewall is a network security system that controls the incoming and outgoing network traffic based across the internet by establishing a barrier between a trusted, secure internal network and the internet which is assumed not to be secure and trusted;

Whereas, the City's current firewall is currently over six years and will be considered obsolete this summer and needs to be replaced - Staff has looked at other firewall vendors and recommends moving forward with the Palo Alto Firewall enterprise solution which is considered the global leader in enterprise network protection;

Whereas, Palo Alto Networks safeguards our digital transformation and its continuous innovation combines the latest breakthroughs in security, automation and analytics, delivering highly effective and innovative cybersecurity across clouds, networks and mobile devices;

Whereas, Palo Alto Networks next-generation firewalls detect known and unknown threats, including in encrypted traffic, using intelligence generated across many thousands of customer deployments reducing risks and preventing a broad range of attacks;

Whereas, Dell Marketing, LP has been awarded a Texas Department of Information Resources (DIR) contract, No. DIR-TSO-3763, which Staff recommends utilizing for this purchase, and has been competitively procured and meet the statutory procurement requirements for Texas municipalities;

Whereas, funds are available for this project, but an amendment to the fiscal year 2020 budget needs to be approved to transfer the funds to Account Nos. 351-1900-519-6240 and 110-1900-519-6240, Project No. 102236;

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 an enterprise firewall with Dell Marketing LP, of Round Rock, Texas in the amount of \$80,489.89 utilizing a DIR contract, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute any documents that may be necessary for this purchase.

Part 3: The City Council authorizes an amendment to the fiscal year 2020 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 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Deputy City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(R)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kathryn Davis, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of three properties necessary for the Avenue C Expansion Project and authorizing closing costs and relocation benefits in an estimated amount of \$585,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City is in the design phase for the Avenue C Expansion Project from Main Street to South 24th Street. The project follows the concepts of the Downtown Masterplan created in 2013 for development of a revised corridor street section. Improvements include expanding the current pavement section, drainage conveyance, utility improvements, street lighting, landscaping, signage, monuments, and pedestrian and bike amenities.

The design requires the acquisition of right-of-way from twenty-eight (28) properties, including twelve (12) residential and business relocations. Appraisals have been conducted on all the properties and offers have been made to those property owners based on the appraisals. For those properties that require relocation, Stateside Right of Way Services, Inc. (Stateside) has prepared and presented the necessary relocation studies.

With the assistance of Stateside, the City has reached agreements with three property owners for three whole properties. The acquisitions include one vacant tract and two residential relocations. Additionally, the tenant in a tenant-occupied residence has found a relocation property and is ready to move. The City and the owner-landlord have not reached an agreement to purchase the property at this time. However, the City would like the tenant to be able to proceed with their relocation and Staff requests the authorization of the tenant's relocation benefits.

The addresses and Bell County Tax Appraisal District ID Numbers of the properties are:

303 South 10th Street, #70580

817 East Avenue C, #102757

903 East Avenue C, #107109

1015 East Avenue C, #27756 (relocation benefits only)

FISCAL IMPACT: Funding for the purchase of three properties necessary for the Avenue C Expansion Project and authorizing closing costs and relocation benefits in an estimated amount of \$585,000 is available in account 795-9600-531-6892, project 101841.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2020-0049-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE PROPERTIES NECESSARY FOR THE AVENUE C EXPANSION PROJECT AND AUTHORIZING CLOSING COSTS AND RELOCATION BENEFITS ASSOCIATED WITH THE PURCHASES IN AN ESTIMATED AMOUNT OF \$585,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City is in the design phase for the Avenue C Expansion Project from Main Street to South 24th Street - the project follows the concepts of the Downtown Masterplan created in 2013 for development of a revised corridor street section;

Whereas, improvements include expanding the current pavement section, drainage conveyance, utility improvements, street lighting, landscaping, signage, monuments, and pedestrian and bike amenities;

Whereas, the design requires the acquisition of right of way from 28 properties, including 12 residential and business relocations - appraisals have been conducted on all the properties and offers have been made to those property owners based on the appraisals;

Whereas, for those properties that require relocation, Stateside Right of Way Services, Inc. (Stateside) has prepared and presented the necessary relocation studies, and has assisted the City in reaching agreements with three property owners for three whole properties;

Whereas, the acquisitions include one vacant tract and two residential relocations - additionally, the tenant in a tenant-occupied residence has found a relocation property and is ready to move, however, the City and the owner-landlord have not reached an agreement to purchase the property at this time;

Whereas, however, the City would like the tenant to be able to proceed with their relocation and Staff requests the authorization of the tenant's relocation benefits;

Whereas, Staff recommends Council authorize the purchase of three properties necessary for the Avenue C Expansion Project and authorizing closing costs and relocation benefits associated with the purchases in an estimated amount of \$585,000;

Whereas, the properties being purchased are:

- 303 South 10th Street, Temple, Texas (Bell CAD ID No. 70580);
- 817 East Avenue C, Temple, Texas (Bell CAD ID No. 102757);
- 903 East Avenue C, Temple, Texas (Bell CAD ID No. 107109); and
- 1015 East Avenue C, Temple, Texas (Bell CAD ID No. 27756) relocation benefits only

Whereas, funding for the purchase of three properties, closing costs and relocation benefits is available in Account No. 795-9600-531-6892, Project No. 101841; 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's office, to authorize the purchase of three properties necessary for the Avenue C Expansion Project and authorizing closing costs and relocation benefits associated with the purchases in an estimated amount of \$585,000.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 16th day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(S)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Don Bond, Public Works Director
Rafael Martinez, Asst. Public Works Director-Operations
Kirk Scopac, Fleet Services Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of a front load refuse truck from Chastang Enterprises, Inc. of Houston, in the amount of \$316,015, as well as, declare an official intent to reimburse the expenditures with the issuance of the Limited Tax Notes, Series 2020.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this item will allow for the purchase of a 2021 Autocar/Heil commercial front-end load diesel refuse truck that will replace a 2013 front-end load CNG refuse truck (Asset #13682) that was destroyed by a mechanical fire in January 2020. The truck performs the scheduled pickup and disposal of commercial refuse throughout the city.

Chastang Enterprises, Inc., has been awarded contract #601-19 by BuyBoard, which Staff is recommending using for this purchase. Contracts awarded by BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

Delivery of the new truck is expected in October 2020.

FISCAL IMPACT: The City received insurance proceeds in the amount of \$109,500 from Texas Municipal League (TML). The remaining amount needed to fund the purchase of the replacement vehicle in the amount of \$206,515 will be funded with Limited Tax Notes, Series 2020. We are declaring an official intent to reimburse for this purchase. A budget adjustment will be prepared at the time of the bond sales to reimburse expenditures incurred prior to the issuance of the bonds.

Once the budget adjustment is approved, funding for the purchase of the commercial front load refuse truck from Chastang Enterprises, Inc. in the amount of \$316,015 will be available for project #102216 as follows:

	110-2350-540-6222	364-2300-540-6222	Total
Project Budget	\$ 109,500	\$ 49,121	\$ 158,621
Budget Adjustment 2020 LTNs	-	158,000	158,000
Chastang Enterprises, Inc.	(109,500)	(206,515)	(316,015)
Remaining Project Funds	\$ -	\$ 606	\$ 606

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2020-0050-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A FRONT LOAD REFUSE TRUCK FROM CHASTANG ENTERPRISES, INC. OF HOUSTON, TEXAS IN THE AMOUNT OF \$316,015, AS WELL AS, DECLARE AN OFFICIAL INTENT TO REIMBURSE THE EXPENDITURES WITH THE ISSUANCE OF THE LIMITED TAX NOTES, SERIES 2020; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, approval of this item will allow for the purchase of a 2021 Autocar/Heil commercial front load diesel refuse truck that will replace a 2013 front load CNG refuse truck (Asset No. 13682) that was destroyed by a mechanical fire in January 2020;

Whereas, this truck will perform scheduled pickup and disposal of commercial refuse throughout the City;

Whereas, Chastang Enterprises, Inc. has been awarded BuyBoard Local Government Online Purchasing Cooperative Contract No. 601-19, which Staff recommends utilizing for this purchase, and has been competitively procured and meets the statutory procurement requirements for Texas municipalities;

Whereas, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Limited Tax Notes to finance the Project;

Whereas, the City hereby certifies that such expenditures have not been made prior to the date of passage of this Resolution;

Whereas, upon issuance of the Limited Tax Notes, the City desires to reimburse these prior expenditures with proceeds of the Notes;

Whereas, Section 1.150-2 of the Treasury Regulations provides that an expenditure on the Project may not be reimbursed from Limited Tax Notes proceeds unless, along with other requirements, the City declares official intent to reimburse the expenditure prior to the date that the expenditure to be reimbursed was paid;

Whereas, the City received insurance proceeds in the amount of \$109,500 from the Texas Municipal League and the remaining amount needed to fund the purchase of the replacement vehicle in the amount of \$206,515 will be funded with Limited Tax Notes, Series 2020 - a budget adjustment will be prepared at the time of the bond sale to reimburse expenditures incurred prior to the issuance of the bonds and once approved, funding will be available in Account Nos. 110-2350-540-6222 and 364-2300-540-6222, Project No. 102216;

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 front load refuse truck from Chastang Enterprises, Inc. of Houston, Texas in the amount of \$316,015 and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute any documents that may be necessary for this purchase.

Part 3: The findings, determinations and certifications contained in the preamble hereof are incorporated herein for all purposes.

Part 4: This Resolution is a declaration of official intent by the City under Section 1.150-2 of the Treasury Regulations that it reasonably expects to reimburse the expenditures described in Part 1 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after the date of (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

Part 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.

PASSED AND APPROVED this the **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Deputy City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #3(T)
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 2019-2020.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2019-2020 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$296,836.

ATTACHMENTS:

[Budget Amendments](#)
[Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2020 BUDGET
April 16, 2020

			APPROPRIATIONS	
ACCOUNT #	PROJECT #	DESCRIPTION	Debit	Credit
110-2020-521-6211	102235	Capital Equipment / Instruments/Special Equipment - Distractive Driving Simulator	\$ 11,115	
110-2020-521-2211		Capital < \$5,000 / Instruments/Special Equipment	\$ 3,135	
110-0000-442-0722		Police Revenue / Police Donations/Gifts		\$ 14,250
To appropriate funds received from State Farm Insurance Company to be used towards driving safety and teen education by purchasing a One Simple Decision Distracting Driving Simulator.				
110-1900-519-2338		Repair & Maintenance / Maintenance Contract	\$ 7,500	
110-0000-452-0455		Administrative Fees / Technology Fee		\$ 7,500
To appropriate Municipal Court Technology Fee for API to access Questys documents in the new LT Systems Court software.				
110-2011-521-1119		Salaries / Overtime	\$ 66,828	
110-0000-442-0718		Police Revenue / Police Overtime		\$ 66,828
110-2031-521-2115		Supplies / Fuel	\$ 5,194	
110-2031-521-2333		Repair & Maintenance / Auto & Fleet	\$ 1,231	
110-2011-521-2611		Other Services / Insurance & Bonds	\$ 1,895	
110-0000-442-0720		Police Revenue / Police Revenue		\$ 8,320
To appropriate revenue and expenditures for James Construction overtime, as well as vehicle charges for expense reimbursement related to the I-35 reconstruction project.				
520-5700-580-7116		Note Payable - Principal	\$ 6,183	
520-5700-580-7117		Note Payable - Interest	\$ 973	
520-1300-515-2636		Contracted Services / Electric Utilities		\$ 1,400
520-5200-535-2636		Contracted Services / Electric Utilities		\$ 2,100
520-5800-535-2636		Contracted Services / Electric Utilities		\$ 1,500
520-5100-535-2636		Contracted Services / Electric Utilities		\$ 2,156
430-5700-580-7116		Note Payable - Principal	\$ 29,186	
430-5700-580-7217		Note Payable - Interest	\$ 4,591	
430-0000-490-2582		Transfer In / Transfer In		\$ 33,777
240-9100-591-8130		Operating Transfers Out / Transfer Out - I&S Fund	\$ 33,777	
240-4400-551-2636		Contracted Services / Electric Utilities		\$ 10,300
240-4400-551-2320		Repair & Maintenance / Air Condition/Heat		\$ 4,539
240-7000-551-2636		Contracted Services / Electric Utilities		\$ 14,400
240-7000-551-2320		Repair & Maintenance / Air Condition/Heat		\$ 4,538
430-5700-580-7116		Note Payable - Principal	\$ 54,104	
430-5700-580-7217		Note Payable - Interest	\$ 8,510	
430-0000-490-2582		Transfer In / Transfer In		\$ 62,614
110-9100-591-8130		Operating Transfers Out / Transfer Out - I&S Fund	\$ 62,614	
110-1800-525-2636		Contracted Services / Electric Utilities		\$ 500
110-2012-521-2636		Contracted Services / Electric Utilities		\$ 17,000
110-2100-529-2636		Contracted Services / Electric Utilities		\$ 5,000
110-2210-522-2636		Contracted Services / Electric Utilities		\$ 10,000
110-2400-519-2636		Contracted Services / Electric Utilities		\$ 11,614
110-3110-551-2636		Contracted Services / Electric Utilities		\$ 500
110-3120-551-2636		Contracted Services / Electric Utilities		\$ 500
110-3130-551-2636		Contracted Services / Electric Utilities		\$ 500
110-3224-551-2636		Contracted Services / Electric Utilities		\$ 5,000
110-3250-551-2636		Contracted Services / Electric Utilities		\$ 8,000
110-3630-560-2636		Contracted Services / Electric Utilities		\$ 4,000
To reallocate anticipated electric utility savings for pay pack of the LoanSTAR Energy Note for General Fund, Hotel/Motel Fund, and Water/Wastewater Fund for payments due May 31, 2020 and August 31, 2020.				
*Water/Wastewater Fund - \$7,154.82 (\$6,182.48 principal and \$972.34 interest)				
*Hotel/Motel Fund - \$33,775.68 (\$29,185.57 principal and \$4,590.11 interest)				
*General Fund - \$62,612.36 (\$54,103.34 principal and \$8,509.02 interest)				
TOTAL AMENDMENTS			\$ 296,836	\$ 296,836

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2020 BUDGET
April 16, 2020

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		GENERAL FUND		
		Beginning Contingency Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning Judgments & Damages Contingency	\$	-
		Added to Contingency Judgments & Damages from Council Contingency		-
		Taken From Judgments & Damages		-
		Net Balance of Judgments & Damages Contingency Account	\$	-
		Beginning Compensation Contingency	\$	506,197
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(506,197)
		Net Balance of Compensation Contingency Account	\$	-
		Net Balance Council Contingency	\$	-
		Beginning Balance Budget Sweep Contingency	\$	-
		Added to Budget Sweep Contingency		-
		Taken From Budget Sweep		-
		Net Balance of Budget Sweep Contingency Account	\$	-
		WATER & WASTEWATER FUND		
		Beginning Contingency Balance	\$	100,000
		Added to Contingency Sweep Account		-
		Taken From Contingency		(55,228)
		Net Balance of Contingency Account	\$	44,772
		Beginning Compensation Contingency	\$	93,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(62,170)
		Net Balance of Compensation Contingency Account	\$	31,330
		Net Balance Water & Wastewater Fund Contingency	\$	76,102
		HOTEL/MOTEL TAX FUND		
		Beginning Contingency Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning Compensation Contingency	\$	19,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(15,533)
		Net Balance of Compensation Contingency Account	\$	3,967
		Net Balance Hotel/Motel Tax Fund Contingency	\$	3,967
		DRAINAGE FUND		
		Beginning Contingency Balance	\$	488,446
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	488,446
		Beginning Compensation Contingency	\$	10,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(8,759)
		Net Balance of Compensation Contingency Account	\$	1,741
		Net Balance Drainage Fund Contingency	\$	490,187

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2020 BUDGET
April 16, 2020

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		FED/STATE GRANT FUND		
		Beginning Contingency Balance		\$ -
		Carry forward from Prior Year		-
		Added to Contingency Sweep Account		-
		Taken From Contingency		-
		Net Balance Fed/State Grant Fund Contingency		\$ -

RESOLUTION NO. 2020-0051-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2019-2020 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 19th day of September, 2019, the City Council approved a budget for the 2019-2020 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2019-2020 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 hereby amends the 2019-2020 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 16th day of **April, 2020**.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20
Item #4
Regular Agenda
Page 1 of 2

DEPT. / DIVISION SUBMISSION & REVIEW:

Mark Baker, Principal Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING – FY-20-1-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 23.476 +/- acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas.

STAFF RECOMMENDATION: Approve as presented and schedule second reading for May 7, 2020.

ITEM SUMMARY: Texas Local Government Code (LGC) Chapter 43 governs the annexation process. LGC Chapter 43 requires that land to be annexed must be in the municipality's extraterritorial jurisdiction (ETJ) and contiguous to the municipality. The subject property is within the City's southern ETJ.

LGC § 43.0671 allows a municipality to annex an area if each owner of land in the area requests the annexation. On January 21, 2020, property owner Robert Turner filed a written request seeking voluntary annexation of 23.476 acres of land, being more particularly described as Exhibit "A" (Field Notes & Survey).

Prior to annexing an area of land, the City must offer the property owner a development agreement if the area would be eligible for an agreement under LGC Chapter 212, Subchapter G and appraised for ad valorem tax purposes as land for agricultural use, wildlife management use, or timber use pursuant to Texas Tax Code Chapter 23. The property owner was offered and rejected a development agreement on January 21, 2020.

The City and property owner have entered into written agreement for the provision of municipal services in the area. Before offering the proposed municipal services agreement to the property owner, the proposed agreement was circulated to relevant City Departments to determine the services that would be provided on the effective date of the annexation, such as Fire, Police and solid waste disposal. The property owner accepted the proposed agreement. The City is not required to provide a service that is not included in the agreement.

LGC § 43.0673 requires that the City hold one public hearing prior to adopting an ordinance annexing an area on the written request of a landowner. The City's Charter requires a second reading to adopt the annexation ordinance. The second reading will be held on May 7, 2020.

LGC §§ 43.905 and 43.9051 requires a City to provide written notice regarding any financial impact caused by the proposed annexation to the affected school district as well as the political subdivisions and public entities that provide services in the area. The City notified the Temple Independent School District (TISD) and Bell County on April 2, 2020. While the City of Temple did notify all of the public entities required by State law about the potential fiscal impact on those organizations, a better understanding of that impact can be determined once the owner proposes rezoning and development in the future.

FISCAL IMPACT: If the property is annexed, the City's ad valorem tax base will increase and result in future property tax revenue for the City.

ATTACHMENTS:

[Voluntary Petition for Annexation](#)
[Municipal Services Agreement](#)
[Field Notes & Survey \(Exhibit A\)](#)
[Ordinance](#)

VOLUNTARY PETITION FOR ANNEXATION

DATE: Dec 16, 2019

To the City Council of the City of Temple:

Robert Weldon Turner is the sole owner of the tract of land containing approximately 23.476 acres ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A to this petition.

The Tract is currently directly adjacent to the city limits on the West side of the property. The owner is petitioning the City Council to take the appropriate actions to annex the 23.476 acre tract.

Texas Local Government Code ("LGC") § 43.016 requires a municipality to offer a property owner a development agreement under LGC § 212.172 prior to annexation that would guarantee the continuation of the extraterritorial status of the property and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the land for agriculture, wildlife management, or timber purposes. These development agreements are sometimes commonly referred to as "non-annexation" agreements. Local Government Code § 43.016 applies to properties appraised for ad valorem tax purposes and land for agricultural use, or wildlife management, or timber uses under the Texas Tax Code.

The City has determined that your property meets the requirements in LGC § 43.016; therefore, the City is offering to enter into a development agreement under LGC § 212.172 for your property.

Please indicate below whether you accept or reject the development agreement and would prefer to proceed with annexation.

 I accept the Development Agreement and request to retain my extraterritorial status.

✓ I reject the Development Agreement and request annexation by the City of Temple.

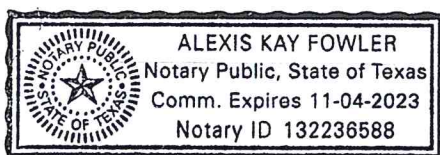
By: 
Robert Weldon Turner

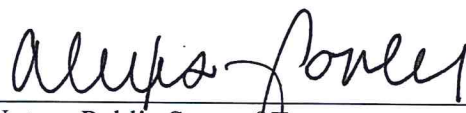
STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Weldon Turner, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 16 day of December, 2019.




Notary Public State of Texas

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF TEMPLE, TEXAS AND
ROBERT W. TURNER

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2020, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and Robert W. Turner ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code (LGC) permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Bell County, Texas, which consists of approximately 23.476 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. FY-20-4-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Temple City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City’s Fire Department and the City’s contracted emergency medical transport franchisee will provide emergency medical services. At the time of this agreement, the contracted emergency medical transport franchisee is American Medical Response operating as Temple EMS.
 - iv. Planning, Zoning, and Building – The City’s Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Publicly Owned Parks, Facilities, and Buildings
 - 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 - 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Streets - The City’s Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - vii. Water and Wastewater
 - 1. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If a property owner desires to connect to the City water and sewer system, then the owner may request a connection once those services are available. The connection will be at the owner’s expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws. Once connected to the City’s water and sanitary

sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

2. New homes will be required to connect to the City's water and sewer system at the owner's expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws.
 - viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - ix. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
 - x. Animal Services – The City's Animal Services Department will provide services for animal cruelty, animal bites, stray animals, loose livestock or wildlife, animal pickup, and animal disturbances in accordance with the City policies and procedures and applicable laws.
 - b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Waco Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
 9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

Signatures to follow.

CITY OF TEMPLE

ROBERT W. TURNER

By: _____
Brynn Myers
City Manager


Owner

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney's Office

STATE OF TEXAS §
COUNTY OF BELL §

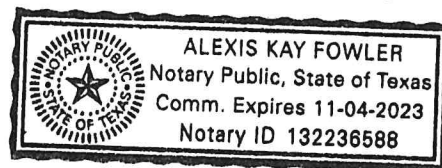
This instrument was acknowledged before me on the ____ day of _____, 20____,
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on 3/16/20 by Robert W. Turner.


Notary Public, State of Texas



BEING a 23.476 acre tract situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Bell County, Texas and being all of that certain 22.572 acre tract of land described in a Warranty Deed dated May 18, 2015 from Veterans Land Board of the State of Texas to Robert Weldon Turner and being of record in Document No. 2015-00019496, Official Public Records of Bell County, Texas and being all of that certain 0.984 acre tract of land described in a Deed dated July 13, 1977 from Raymond E. Shepherd and wife, Vera A. Shepherd to Robert W. Turner and wife, Kathy L. Turner and being of record in Volume 1466, Page 851, Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with cap stamped "2181" found being the most easterly northeast corner of the said 22.572 acre tract and being the southeast corner of that certain 0.087 acre tract of land described in a Deed to the State of Texas and being of record in Volume 573, Page 1, Deed Records of Bell County, Texas and being in the west right-of-way line of State of Texas Highway No. 95 (a publicly maintained roadway) for corner;

THENCE S. 04° 47' 32" W., 1459.69 feet departing the said 0.087 acre tract and with the east boundary line of the said 22.572 acre tract and with the said west right-of-way line to a railroad tie fence corner post found being the southeast corner of the said 22.572 acre tract and being the northeast corner of that certain 5 acre tract of land described in a Deed to Temple Longhorn Club and being of record in Volume 758, Page 26, Deed Records of Bell County, Texas for corner;

THENCE N. 73° 26' 12" W., 854.44 feet departing the said west right-of-way line and with the south boundary line of the said 22.572 acre tract and with the north boundary line of the said 5 acre tract to a railroad tie fence corner post found being the southwest corner of the said 22.572 acre tract and being the northwest corner of the said 5 acre tract and being in the east boundary line of that certain 77.785 acre tract of land described in a Special Warranty Deed with Vendor's Lien dated April 15, 2019 from Alice B. Hoelscher and Clifford E. Hoelscher, a married couple to Short-Term Lending Gp, Inc., a Texas corporation and being of record in Document No. 2019-00015033, Official Public Records of Bell County, Texas for corner;

THENCE departing the said 5 acre tract and with the west boundary line of the said 22.572 acre tract the following five (5) calls:

- 1) N. 16° 40' 05" E., 699.15 feet with the east boundary line of the said 77.785 acre tract and continuing with the east boundary line of that certain 10.086 acre tract of land described in a Warranty Deed dated August 16, 2019 from Short-Term Lending Gp, Inc., a Texas corporation to the City of Temple, Bell County, Texas and being of record in Document No. 2019-00037172, Official Public Records of Bell County, Texas to a 5/8" iron rod with cap stamped "ACS" found being the southwest corner of that certain 1.504 acre tract of land described in the aforementioned Document No. 2019-00015033, Official Public Records of Bell County, Texas for corner;
- 2) S. 73° 12' 43" E., 194.22 feet departing the said 10.086 acre tract and with the south boundary line of the said 1.504 acre tract to a 5/8" iron rod with cap stamped "TCE 2181" found being the southeast corner of the said 1.504 acre tract for corner;
- 3) N. 16° 39' 43" E., 336.83 feet with the east boundary line of the said 1.504 acre tract to a 5/8" iron rod with cap stamped "TCE 2181" found being the northeast corner of the said 1.504 acre tract for corner;
- 4) N. 73° 02' 56" W., 194.50 feet with the north boundary line of the said 1.504 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" found being the northwest corner of the said 1.504 acre tract and being in the east boundary line of that certain 47.655 acre tract of land described

in a Warranty Deed dated April 15, 2019 from Short-Term Lending Gp, Inc., a Texas corporation to Temple Independent School District and being of record in Document No. 2019-00015099, Official Public Records of Bell County, Texas for corner;

- 5) N. 16° 40' 44" E., 520.07 feet departing the said 1.504 acre tract and with the east boundary line of the said 47.655 acre tract to a 5/8" iron rod with cap stamped "TCE 2181" found being the northwest corner of the said 22.572 acre tract and being the southwest corner of the aforementioned 0.984 acre tract for corner;

THENCE N. 13° 08' 49" E., 121.34 feet departing the said 22.572 acre tract and with the west boundary line of the said 0.984 acre tract and continuing with the east boundary line of the said 47.655 acre tract to a 1" iron pipe found being the northwest corner of the said 0.984 acre tract and being the northeast corner of the said 47.655 acre tract and being in the south right-of-way line of Barnhardt Road (a publicly maintained roadway) for corner;

THENCE S. 75° 33' 30" E., 319.61 feet departing the said 47.655 acre tract and with the north boundary line of the said 0.984 acre tract and with the said south right-of-way line to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said 0.984 acre tract and being the northwest corner of that certain 1.1418 acre tract of land described in a Warranty Deed dated July 31, 2018 from Sergio D. Rosatti and Randy G. Clayton to Quinten Andrews and being of record in Document No. 2018-00031822, Official Public Records of Bell County, Texas for corner;

THENCE S. 16° 41' 32" W., 135.40 feet departing the said south right-of-way line and with the east boundary line of the said 0.984 acre tract and with the west boundary line of the said 1.1418 acre tract to a 5/8" iron rod found being the southeast corner of the said 0.984 acre tract and being the most northerly northeast corner of the said 22.572 acre tract for corner;


THENCE S. 16° 39' 43" W., 103.00 feet departing the said 0.984 acre tract and with an east boundary line of the said 22.572 acre tract and continuing with the west boundary line of the said 1.1418 acre tract to a 5/8" iron rod found being the southwest corner of the said 1.1418 acre tract and being an interior ell corner of the said 22.752 acre tract for corner;

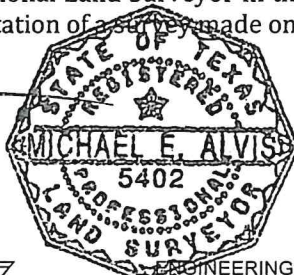
THENCE S. 73° 45' 17" E., 86.80 feet with the south boundary line of the said 1.1418 acre tract and with a north boundary line of the said 22.752 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northwest corner of the aforementioned 0.087 acre tract and being an exterior ell corner of the said 22.7582 acre tract for corner;

THENCE S. 14° 27' 32" W., 26.17 feet departing the said 1.1418 acre tract and with an east boundary line of the said 22.752 acre tract and with the west boundary line of the said 0.087 acre tract to a 5/8" iron rod with cap stamped "2181" found being the southwest corner of the said 0.087 acre tract and being an interior ell corner of the said 22.752 acre tract for corner;

THENCE S. 74° 44' 14" E., 154.63 feet with the south boundary line of the said 0.087 acre tract and with the north boundary line of the said 22.752 acre tract to the Point of BEGINNING and containing 23.476 acres of land.

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.


Michael E. Alvis, R.P.L.S. #5402
October 17, 2019



ENGINEERING • SURVEYING • PLANNING
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
ENGINEERING FIRM #1658 SURVEY FIRM #10056000

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 COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 535

THE THETA ANGLE AT SAID CITY MONUMENT IS $01^{\circ} 32' 22''$

THE COMBINED CORRECTION FACTOR (CCF) IS 0.999836

PUBLISHED CITY COORDINATES ARE $X = 3,232,625.47$ $Y = 10,351,575.12$

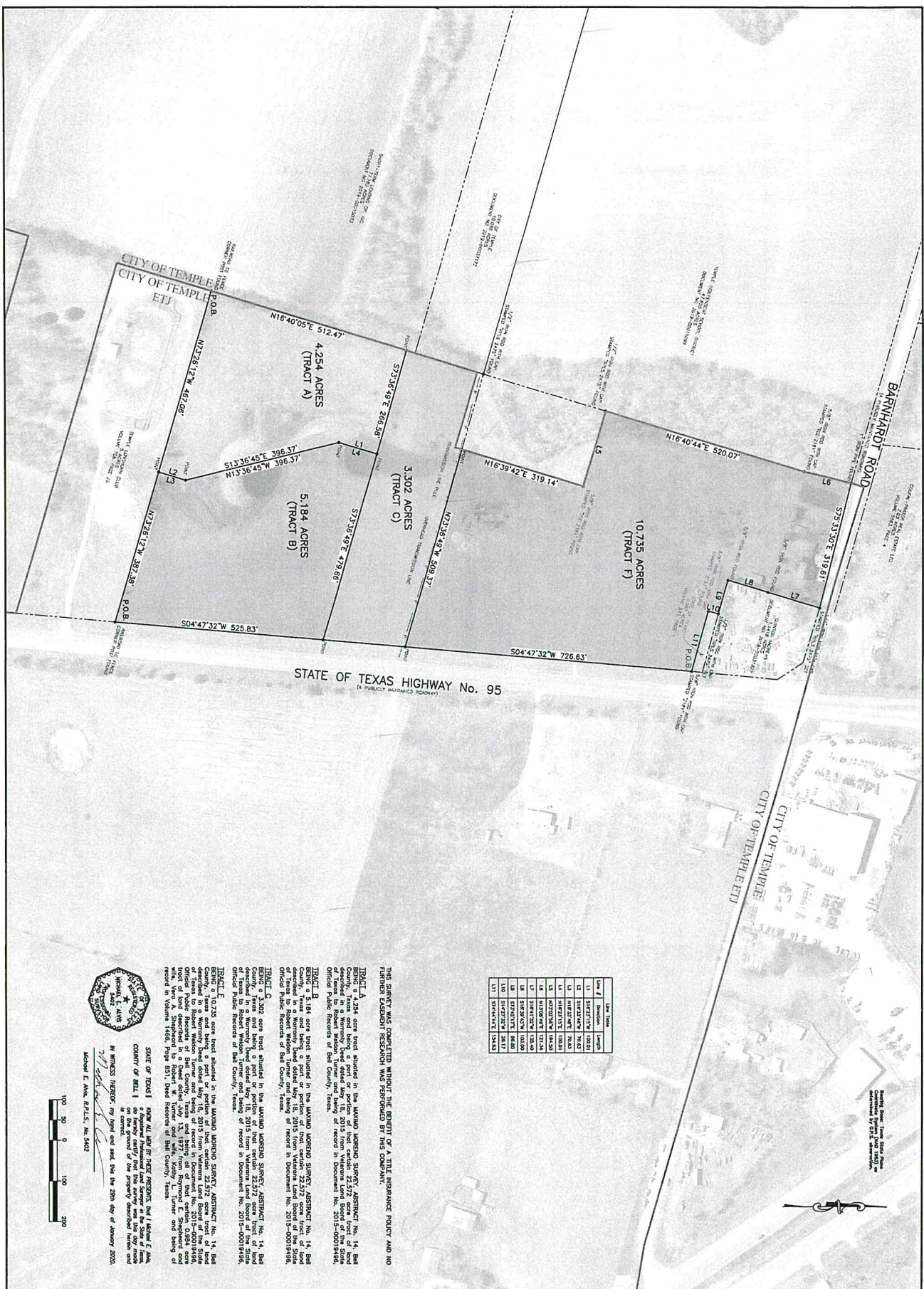
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS
N. $27^{\circ} 57' 50''$ E., 7905.33 FEET.

GRID DISTANCE = SURFACE DISTANCE X CCF

GEODETIC NORTH = GRID NORTH + THETA ANGL



ENGINEERING • SURVEYING • PLANNING
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
ENGINEERING FIRM #1658 SURVEY FIRM #10056000



Line #	Direction	Length
L1	S16°23'15"W	100.01
L2	S16°33'44"W	70.63
L3	N16°33'48"E	70.63
L4	N16°23'15"E	100.01
L5	N07°02'54"E	184.50
L6	N13°08'48"E	121.34
L7	S16°41'32"W	135.40
L8	S16°39'43"W	103.00
L9	S37°43'17"E	86.00
L10	S16°23'32"W	26.17
L11	S76°44'14"E	154.63

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE INSURANCE POLICY AND NO FURTHER EASEMENT RESEARCH WAS PERFORMED BY THIS COMPANY.

TRACT A
BEDING a 4.254 acre tract situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Bell County, Texas and being a part or portion of that certain 22.572 acre tract of land described in a Warranty Deed dated May 18, 2015 from Veterans Land Board of the State of Texas to Robert Weldon Turner and being of record in Document No. 2015-00019496, Official Public Records of Bell County, Texas.

TRACT B
Being a 3.184 acre tract situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Bell County, Texas and being a part or portion of that certain 22.572 acre tract of land described in a Warranty Deed dated May 18, 2015 from Veterans Land Board of the State of Texas to Robert Wildon Turner, and being of record in Document No. 2015-00019495, Official Public Records of Bell County, Texas.

TRACT C
Being a 3.302 acre tract situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Ball County, Texas and being a part or portion of that certain 22.572 acre tract of land described in a Warranty Deed dated May 18, 2015 from Veterans Land Board of the State of Texas to Robert Weldon Turner and being of record in Document No. 2015--00018495, Official Public Records of Ball County, Texas.

TRACT E, being a 10.735 acre tract situated in the MAXIMO MORROW SURVEY, ABSTRACT No. 14, Ball County, Texas and being a part or portion of said certain 22.512 acre tract known as Tract A, also located in Ball County, Texas, was assigned to Robert W. Turner and being of record in Document No. 2015-00019186, Official Public Records of Ball County, Texas and being of said certain 0.954 acre Official Public Records of Ball County dated July 13, 1971 from Raymond E. Shephard and wife, Vern A. Shephard to Robert W. Turner and wife, Kathy L. Turner and being of record in Volume 146d, Page 851, Deed Records of Ball County, Texas.


STATE OF TEXAS,
COUNTY OF BELL.

IN WITNESS WHEREOF, my hand and seal, this 28th day of January 2000.

Michael E. Allen

Michael E. Allen, P.L.L.C., No. 5402

Michael E. Ains, R.P.L.S., No. 5402

19-2145 DRAWING NUMBER 1921-45-D	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">DATE</th> <th style="width: 45%;">DESCRIPTION</th> <th style="width: 50%;">BY</th> </tr> </thead> <tbody> <tr> <td>7/29/2024</td> <td>ADDED TRACT 11</td> <td>JB</td> </tr> <tr> <td>7/29/2024</td> <td>ADDED TRACT 2</td> <td>JB</td> </tr> </tbody> </table>	DATE	DESCRIPTION	BY	7/29/2024	ADDED TRACT 11	JB	7/29/2024	ADDED TRACT 2	JB	REZONING OF: TRACT A, B, C & F MAXIMO MORO SURVEY ABSTRACT No. 14 BELL COUNTY, TEXAS	PREPARED FOR: KIELLA HOME BUILDERS	© TURLEY ASSOCIATES, INC. THIS DRAWING & THE PROPERTY HEREON ARE THE SOLE PROPERTY OF TURLEY ASSOCIATES, INC. AND MUST BE SUBMITTED WITH ANY REQUEST FOR REPRODUCTION OR REUSE OF INFORMATION HEREON WITHOUT THE WRITTEN PERMISSION OF TURLEY ASSOCIATES, INC.	 TURLEY ASSOCIATES, INC. ENGINEERING • PLANNING • SURVEYING 301 N. 3rd St. TEMPLE, TEXAS 76701 254.773.2400 www.turley-inc.com
DATE	DESCRIPTION	BY												
7/29/2024	ADDED TRACT 11	JB												
7/29/2024	ADDED TRACT 2	JB												

ORDINANCE NO. 2020-5027
(FY-20-1-ANX)

AN ORDINANCE OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE VOLUNTARY ANNEXATION OF APPROXIMATELY 23.476 ACRES OF LAND, BEGINNING APPROXIMATELY 183 FEET WEST OF THE INTERSECTION OF STATE HIGHWAY 95 AND BARNHARDT ROAD AND CONTINUING IN A SOUTHERLY DIRECTION FOR APPROXIMATELY 1,352 FEET, SAID TRACT OF LAND BEING SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, BELL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on January 21, 2020 property owner, Robert Turner, filed a written request, seeking voluntary annexation of approximately 23.476 acres of land, being more particularly described as Exhibit “A” (Field Notes & Survey);

Whereas, Texas Local Government Code (LGC) Chapter 43 governs the annexation process and requires that land to be annexed must be in the municipality’s extraterritorial jurisdiction (ETJ) and contiguous to the municipality - the subject property is within the City’s southern ETJ;

Whereas, prior to annexing an area of land, the City must offer the property owner a development agreement if the area would be eligible for an agreement under LGC Chapter 212, Subchapter G and appraised for ad valorem tax purposes as land for agricultural use, wildlife management use, or timber use pursuant to Texas Tax Code Chapter 23 - the property owner was offered and rejected a development agreement on January 21, 2020;

Whereas, the City and property owner have entered into written agreement for the provision of municipal services in the area, however, before offering the proposed municipal services agreement to the property owner, it was circulated to relevant City Departments to determine the services that would be provided on the effective date of the annexation, such as Fire, Police and solid waste disposal - the property owner accepted the proposed agreement and the City is not required to provide a service that is not included in the agreement;

Whereas, LGC § 43.0673 requires that the City hold one public hearing prior to adopting an ordinance annexing an area on the written request of a landowner and the City’s Charter requires a second reading to adopt the annexation ordinance - the second reading will be held on May 7, 2020;

Whereas, LGC § 43.905 and § 43.9051 requires a City to provide written notice regarding any financial impact caused by the proposed annexation to the affected school district as well as the political subdivisions and public entities that provide services in the area - the City notified the Temple Independent School District (TISD) and Bell County on April 2, 2020;

Whereas, while the City of Temple did notify all of the public entities required by State law about the potential fiscal impact on those organizations, a better understanding of that impact can be determined once the owner proposes rezoning and development in the future; and

Whereas, the City Council has considered these matters and deems it in the public interest to authorize these actions.

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

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

Part 2: The City Council approves the voluntary annexation of approximately 23.476 acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, described in Exhibit 'A' attached hereto, and said property is hereby annexed and brought within the corporate limits of the City of Temple, Bell County, Texas, and is made an integral part thereof.

Part 3: The service plan submitted in accordance with Chapter 43 of the Texas Local Government Code is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B."

Part 4: The official map and boundaries of the City of Temple are hereby amended so as to include the annexed Property as part of the City of Temple.

Part 5: The annexed Property shall be zoned Agricultural, in compliance with the Zoning Ordinance of the City of Temple.

Part 6: The annexed Property shall be included in, and become a part of, the City of Temple City Council Election District Number 3.

Part 7: If the taking of any territory annexed by this Ordinance is declared by a court of competent jurisdiction to be invalid and/or illegal, it shall not affect the balance of the property annexed and attempted to be annexed, and that property shall remain as part of the City of Temple, Texas. It is the intent of this Ordinance that any territory that is not lawful for the City to incorporate be excluded from this annexation and that such exclusion be documented by having a qualified surveyor correct the property description of the annexed area to conform to the Council's intention and to ensure that the boundary description closes.

Part 8: 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 9: 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 10: 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 **16th** day of **April, 2020.**

PASSED AND APPROVED on Second and Final Reading on the **7th** day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20

Item #5

Regular Agenda

Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Erin Smith, Assistant City Manager

Nancy Glover, Neighborhood Services Manager

ITEM DESCRIPTION: SECOND PUBLIC HEARING: Consider adopting a resolution amending the Community Development Block Grant 2015-19 Consolidated Plan and the 2019-20 Annual Action Plan by reallocating funds from a planned infrastructure project to a Historic Preservation Project in East Temple.

STAFF RECOMMENDATION: Hold second public hearing and adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple annually receives Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development (HUD). As a recipient of these entitlement program funds, the City is required to produce a Citizen Participation Plan, which outlines how and when changes to the Consolidated Plan and Annual Action Plan are required.

The Consolidated Plan outlines how the City of Temple will meet the National Objectives of the Community Development Block Grant (CDBG) requirements from 2015-2019. The Consolidated Plan provides a five-year framework of the program, detailing objectives and expected outcomes.

HUD understands that priorities may shift during the five-year period, and communities may need to leverage their dollars in other areas. When activities need to be added or deleted from the Consolidated Plan, it considered to be a substantial amendment and the City is required to seek the changes in accordance with the Citizen Participation Plan. At this time, the City desires to amend the 2015-2019 Consolidated Plan and the 2019-2020 Annual Action Plan, with the reallocation of \$130,000 in funding for the Infrastructure Improvement Project to the new Historic Preservation Project.

The proposed Historic Preservation Project includes the renovation of the property located at 201 South Martin Luther King Drive for the purpose of a Community Enhancement Center to serve the needs of low- and moderate-income citizens of Temple. The total estimated cost for this multi-year project is \$188,000 and would be completed by the spring of 2021.

FISCAL IMPACT: \$130,000 of CDBG funding allocated to the Infrastructure Improvement Project will be reallocated to the Historic Preservation Project.

ATTACHMENT:
[Resolution](#)

RESOLUTION NO. 2020-0032-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2015-2019 CONSOLIDATED PLAN AND THE 2019-2020 ANNUAL ACTION PLAN BY REALLOCATING FUNDS FROM A PLANNED INFRASTRUCTURE PROJECT TO A HISTORIC PRESERVATION PROJECT IN EAST TEMPLE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple annually receives Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development (HUD) - as a recipient of these entitlement program funds, the City is required to produce a Citizen Participation Plan, which outlines how and when changes to the Consolidated Plan and Annual Action Plan are required;

Whereas, the Consolidated Plan outlines how the City of Temple will meet the National Objectives of the CDBG requirements from 2015-2019 and provides a five-year framework of the program, detailing objectives and expected outcomes;

Whereas, HUD understands that priorities may shift during the 5-year period, and communities may need to leverage their dollars in other areas and when activities need to be added or deleted from the Consolidated Plan, it is considered to be a substantial amendment and the City is required to seek the changes in accordance with the Citizen Participation Plan;

Whereas, currently, the City desires to amend the 2015-2019 Consolidated Plan and the 2019-2020 Annual Action Plan, with the removal of funding for the Infrastructure Improvement Project and the addition of a Historic Preservation Project;

Whereas, the proposed Historic Preservation Project includes the renovation of the property located at 201 South Martin Luther King Drive for the purpose of a Community Enhancement Center to serve the needs of low- and moderate-income citizens of Temple - the estimated cost for this project is \$188,000 and would be completed by the spring of 2021;

Whereas, Staff recommends Council amend the Community Development Block Grant 2015-2019 Consolidated Plan and the 2019-2020 Annual Action Plan by reallocating funds from a planned infrastructure project to a Historic Preservation Project in East Temple; and

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

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

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

Part 2: The City Council amends the Community Development Block Grant 2015-2019 Consolidated Plan and the 2019-2020 Annual Action Plan by reallocating funds from a planned infrastructure project to a Historic Preservation Project in East Temple.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the **2nd** day of **April, 2020**.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

04/16/20

Item #6

Regular Agenda

Page 1 of 9

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 purchase of 43 vehicles from the following vendors in the total amount of \$1,656,587.18:

- 19 vehicles from Silsbee Ford of Silsbee in the amount of \$882,126.50;
- 20 vehicles from Grapevine DCJ, LLC of Grapevine in the amount of \$567,166;
- 1 vehicle from Gunn Chevrolet of Selma in the amount of \$117,526;
- 2 vehicles from Johnson Brothers Ford II, Ltd of Temple in the amount of \$65,546.68; and
- 1 vehicle from Temple Mac Haik Dodge of Temple in the amount of \$24,222.

STAFF RECOMMENDATION: Adopt resolution as presented in item description and consider local preference options as noted below.

ITEM SUMMARY: Approval of these vehicle purchases will allow replacement of 30 older City vehicles as well as the addition of 13 new vehicles to the City vehicle fleet.

On March 17, 2020, eight vendors submitted pricing on 11 independent vehicle bids.

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.

Staff recommends award of the following two bids (19 vehicles) to **Silsbee Ford**. Silsbee Ford took no exception to the vehicle specifications.

Bid Tabulation #D – Thirteen 1-Ton Light Duty 4x2 Crew Cab & Chassis, Dual Rear Wheels with Utility Body Pickups:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
D	Code Compliance (replaces asset #12920)	1	110-5900-524-6213	101870	\$47,403.50
D	Drainage (new fleet addition for Maintenance Crew)	1	292-2900-534-6213	101919	\$47,403.50
D	Streets (new fleet addition for Recon Crew)	1	110-5900-531-6213	102089	\$47,403.50
D	Streets (replaces asset #12589)	1	110-5900-531-6213	101859	\$47,403.50
D	Utilities (replaces asset #12918)	1	520-5400-535-6213	101923	\$47,403.50
D	Utilities (replaces asset #12919)	1	520-5400-535-6213	101924	\$47,403.50
D	Utilities (replaces asset #12968)	1	520-5400-535-6213	101925	\$47,403.50
D	Utilities (replaces asset #13133)	1	520-5400-535-6213	101926	\$47,403.50
D	Utilities (replaces asset #12967)	1	520-5200-535-6213	101937	\$47,403.50
D	Utilities (replaces asset #13132)	1	520-5200-535-6213	102040	\$47,403.50
D	Utilities (new fleet addition for Maintenance Crew #7)	1	520-5200-535-6213	102044	\$47,403.50
D	Utilities (new fleet addition for Maintenance Crew #3)	1	520-5200-535-6213	102045	\$47,403.50
D	Utilities (new fleet addition for Maintenance Crew #2)	1	520-5400-535-6213	102049	\$47,403.50

**Subtotal for thirteen 1-Ton Light Duty 4x2 Crew Cab & Chassis,
Dual Rear Wheels with Utility Body Pickups**

\$616,245.50

Bid Tabulation #E – Six 1-Ton Light Duty 4x2 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickups:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
E	Parks (replaces asset #12356)	1	110-5935-552-6213	101887	\$44,313.50
E	Parks (new fleet addition for Irrigation Crew)	1	520-5000-535-6213	101889	\$44,313.50
E	Utilities (replaces asset #12588)	1	520-5400-535-6213	102035	\$44,313.50
E	Utilities (replaces asset #12354)	1	520-5400-535-6213	102036	\$44,313.50
E	Utilities (replaces asset #12355)	1	520-5200-535-6213	102041	\$44,313.50
E	Utilities (new fleet addition for Maintenance Crew #1)	1	520-5200-535-6213	102042	\$44,313.50

**Subtotal for six 1-Ton Light Duty 4x2 Regular Cab & Chassis,
Dual Rear Wheels with Utility Body Pickups**

\$265,881.00

Staff recommends award of the following five bids (20 vehicles) to **Grapevine DCJ, LLC**. The only exceptions taken by Grapevine DCJ, LLC relates to the tank size being 32 gallon versus the specified 36 gallon and the wheel base and tire size being 140" versus the specified 141", of which both exceptions are deemed acceptable by Staff as they will not impact the overall efficiency of the vehicle.

Bid Tabulation #A – Fourteen ½-Ton Light Duty 4x2 Full-Size Pickups:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
A	Animal Control (replaces asset #13518)	1	110-5921-529-6213	102064	\$26,236
A	Code Compliance (replaces asset #12136)	1	110-5900-524-6213	101869	\$27,496
A	Code Compliance (new fleet addition for Code Officer)	1	110-5900-524-6213	102065	\$27,496
A	Transform Temple (new fleet addition for Transform Temple Agent)	1	110-3795-524-6213	102101	\$27,496
A	Metering (replaces asset #12825)	1	520-5300-535-6213	101932	\$27,496
A	Metering (replaces asset #13513)	1	520-5300-535-6213	102037	\$27,496
A	Metering (replaces asset #13127)	1	520-5300-535-6213	102038	\$27,496
A	Metering (replaces asset #13126)	1	520-5300-535-6213	102039	\$27,496
A	Parks (replaces asset #12345)	1	110-5935-552-6213	101888	\$27,496

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
A	Permitting/Construction Safety (replaces asset #12821)	1	110-5947-519-6213	101885	\$27,496
A	Permitting/Construction Safety (replaces asset #12820)	1	110-5947-519-6213	102081	\$27,496
A	Solid Waste (replaces asset #13131)	1	110-5900-540-6213	102088	\$27,496
A	Streets (replaces asset #12967)	1	110-5900-531-6213	101910	\$27,496
A	Utilities (new fleet addition for Crew Leader)	1	520-5200-535-6213 520-5400-535-6213	101934	\$27,496

Subtotal for fourteen 1/2-Ton Light Duty 4x2 Full-Size Pickups

\$383,684

In accordance with the City's adopted Local Preference Policy, Council does have the option to award the fourteen ½ Ton Light Duty 4x2 Full-Size Pickups to Johnson Brothers Ford II, Ltd. in the amount of \$389,023.14, versus the low bid of \$383,684.00 from Grapevine DCJ, LLC, a \$5,339.14 spread. Johnson Brother's bid is 1.4% higher than Grapevine DCJ, LLC's low bid.

Bid Tabulation #B – One ½ Ton Light Duty 4x2 Full-Size Crew Cab Pickup:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
B	Facility Services (replaces asset #12135)	1	110-5924-519-6213	101872	\$28,853

Subtotal for one 1/2-Ton Light Duty 4x2 Full-Size Pickup

\$28,853

Bid Tabulation #H – One ½ Ton Light Duty 4x2 Full-Size Crew Cab Pickup:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
H	Fire (replaces asset #13124)	1	110-5900-522-6213	102068	\$30,044

Subtotal for one 1/2-Ton Light Duty 4x2 Full-Size Pickup

\$30,044

In accordance with the City's adopted Local Preference Policy, Council does have the option to award the one ½ Ton Light Duty 4x2 Full-Size Crew Cab Pickup to Johnson Brothers Ford II, Ltd. in the amount of \$30,949.82, versus the low bid of \$30,044.00 from Grapevine DCJ, LLC., a \$905.82 spread. Johnson Brothers Ford's bid is 3.0% higher than Grapevine DCJ's low bid.

Bid Tabulation #I – One ½-Ton Light Duty 4x4 Full-Size Crew Cab Pickup:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
I	Fire (replaces asset #12574)	1	110-5900-522-6213	102069	\$33,070

Subtotal for one 1/2-Ton Light Duty 4x4 Full-Size Crew Cab Pickup

\$33,070

Bid Tabulation #J – Three ½-Ton Light Duty 4x4 Full-Size Extra Cab Pickups:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
J	Utilities (replaces asset #12969)	1	520-5400-535-6213	102034	\$30,505
J	Utilities (new fleet addition for Utility Foreman)	1	520-5200-535-6213	102043	\$30,505
J	Utilities (new fleet addition for Utility Manager)	1	520-5200-535-6213 520-5400-535-6213	102046	\$30,505

Subtotal for three 1/2-Ton Light Duty 4x4 Full-Size Extra Cab Pickups

\$91,515

In accordance with the City's adopted Local Preference Policy, Council does have the option to award the three ½-Ton Light Duty 4x4 Full-Size Extra Cab Pickups to Johnson Brothers Ford II, Ltd. in the amount of \$94,378.44, versus the low bid of \$91,515.00 from Grapevine DCJ, LLC., a \$2,863.44 spread. Johnson Brother's bid is 3.1% higher than Grapevine DCJ's low bid.

Staff recommends award of the following one bid (one vehicle) to **Gunn Chevrolet**. Gunn Chevrolet took no exception to the vehicle specifications.

Bid Tabulation #G – One 1-Ton Light Duty 4x4 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickup:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
G	Utilities (replaces asset #13139)	1	520-5400-535-6213	101927	\$117,526

**Subtotal for one 1-Ton Light Duty 4x4 Regular Cab & Chassis,
Dual Rear Wheels with Utility Body Pickup**

\$117,526

The Recommended Bid award is substantially higher than the Budget due to a mounted valve operator/exerciser and vacuum that were bid as 'options.' These options are mounted equipment that are valuable equipment that staff recommends replacing along with the truck.

Staff recommends award of the following two bids (two vehicles) to **Johnson Brothers Ford II, Ltd.**. Johnson Brothers Ford took no exception to the vehicle specifications.

Bid Tabulation #C – One ¾-Ton Light Duty 4x2 Full-Size Regular Cab Pickup:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
C	Facility Services (replaces asset #10638)	1	110-5924-519-6213	101871	\$27,964.73

Subtotal for one ¾-Ton Light Duty 4x2 Full-Size Regular Cab Pickup **\$27,964.73**

Bid Tabulation #F – One 1-Ton Medium Roof 15 Passenger Van:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
F	Parks (replaces asset #11143)	1	110-5932-551-6213	101899	\$37,581.95

Subtotal for one 1-Ton Medium Roof 15 Passenger Van **\$37,581.95**

Staff recommends award of the following one bid (one vehicle) to **Temple Mac Haik Dodge**. The exception noted by Temple Mac Haik Dodge are deemed acceptable by Staff as they will not impact the overall efficiency of the vehicle.

Bid Tabulation #K – One 6-Passenger Mini Van:

Bid Tab #	Description	Qty	Account	Project #	Recommended Bid
K	Transform Temple (new fleet addition for Project Agent)	1	110-3795-524-6213	102102	\$24,222

Subtotal for one 6-Passenger Mini Van **\$24,222**

SUSTAINABILITY IMPACT: The vehicles scheduled for replacement have been evaluated to ensure the most sustainable and fuel-efficient vehicles that meet the needs of each department are being purchased. The evaluation for the vehicles were focused on right-sizing the vehicles and fuel options. The vehicles provided have been right-sized for the intended use, have a high MPG and utilize the best fuel option for current costs and availability.

FISCAL IMPACT: Funding for the purchase of the 43 vehicles identified above in the amount of \$1,656,587.18 is included in the FY 2020 Budget. Staff has reallocated vehicle project savings within the various departments as needed. A budget adjustment is being presented to Council for approval to reallocate vehicle project savings for departments that did not have sufficient funding within their own departments. Funding is appropriated for the purchase of the 43 vehicles as follows:

Account #	Project #	Project Description	Budget	Budget Adjustment	Silsbee Ford	Remaining Project Funds
110-5900-524-6213	101870	Replace/Upgrade 2008 F350 (Asset # 12920)	\$ 48,100.00	\$ -	\$ (47,403.50)	\$ 696.50
292-2900-534-6213	101919	Vehicle for New Drainage Maintenance Crew (Addition)	52,000.00	-	(47,403.50)	4,596.50
110-5900-531-6213	102089	Vehicle for New Reconstruction Crew (Addition)	50,400.00	-	(47,403.50)	2,996.50
110-5900-531-6213	101859	Replace 2008 F350 (Asset # 12589)	52,000.00	-	(47,403.50)	4,596.50
520-5400-535-6213	101923	Replace 2008 F350 Reg Cab (Asset # 12918)	48,000.00	-	(47,403.50)	596.50
520-5400-535-6213	101924	Replace 2008 F350 Reg Cab (Asset # 12919)	48,000.00	-	(47,403.50)	596.50
520-5400-535-6213	101925	Replace 2009 F350 Reg Cab (Asset # 12968)	48,000.00	-	(47,403.50)	596.50
520-5400-535-6213	101926	Replace 2010 F350 Reg Cab (Asset # 13133)	48,000.00	-	(47,403.50)	596.50
520-5200-535-6213	101937	Replace 2009 F350 (Asset # 12967)	48,000.00	-	(47,403.50)	596.50
520-5200-535-6213	102040	Replace 2010 Ford F-350 Super Duty (Asset # 13132)	48,960.00	-	(47,403.50)	1,556.50
520-5200-535-6213	102044	Vehicle for New Maintenance Crew #7 (Addition)	52,000.00	(3,534.00)	(47,403.50)	1,062.50
520-5200-535-6213	102045	Vehicle for New Maintenance Crew #3 (Addition)	49,000.00	-	(47,403.50)	1,596.50
520-5400-535-6213	102049	Vehicle for New Collections Maintenance Crew #2 (Addition)	49,000.00	-	(47,403.50)	1,596.50
110-5935-552-6213	101887	Replace 2006 Ford F350 (Asset # 12356)	45,000.00	-	(44,313.50)	686.50
520-5000-535-6213	101889	Vehicle for New Irrigation Technician (Addition)	43,000.00	1,500.00	(44,313.50)	186.50
520-5400-535-6213	102035	Replace 2008 Ford F350 (Asset # 12588)	48,960.00	(3,500.00)	(44,313.50)	1,146.50
520-5400-535-6213	102036	Replace 2006 Ford F-350 Super Duty Regular Cab (Asset # 12354)	48,960.00	(3,500.00)	(44,313.50)	1,146.50
520-5200-535-6213	102041	Replace 2006 Ford F-350 Super Duty Regular Cab (Asset # 12355)	48,960.00	-	(44,313.50)	4,646.50
520-5200-535-6213	102042	Vehicle for New Maintenance Crew #1 (Addition)	49,000.00	-	(44,313.50)	4,686.50

\$ 925,340.00 \$ (9,034.00) \$ (882,126.50) \$ 34,179.50

Account #	Project #	Project Description	Budget	Budget Adjustment	Grapevine DCJ	Remaining Project Funds
110-5921-529-6213	102064	Replace 2012 Ford F-150 Regular Cab (Asset # 13518)	\$ 37,700.00	\$ -	\$ (26,236.00)	\$ 11,464.00
110-5900-524-6213	101869	Replace 2005 F150 Reg Cab (Asset # 12136)	32,000.00	-	(27,496.00)	4,504.00
110-5900-524-6213	102065	Vehicle for New Code Officer (Addition)	33,800.00	-	(27,496.00)	6,304.00
110-3795-524-6213	102101	Vehicle for Current Transform Temple Agent (Addition)	32,700.00	-	(27,496.00)	5,204.00
520-5300-535-6213	101932	Replace 2008 F150 Reg Cab (Asset # 12825)	32,000.00	(3,500.00)	(27,496.00)	1,004.00
520-5300-535-6213	102037	Replace 2012 Ford F-150 Regular Cab (Asset # 13513)	32,700.00	(4,500.00)	(27,496.00)	704.00
520-5300-535-6213	102038	Replace 2010 Ford F-150 Regular Cab (Asset # 13127)	32,700.00	(4,500.00)	(27,496.00)	704.00
520-5300-535-6213	102039	Replace 2010 Ford F-150 Regular Cab (Asset # 13126)	32,700.00	(4,500.00)	(27,496.00)	704.00
110-5935-552-6213	101888	Replace 2006 Chevy Truck (Asset # 12345)	32,000.00	-	(27,496.00)	4,504.00
110-5947-519-6213	101885	Replace 2008 F150 Reg Cab (Asset # 12821)	32,000.00	-	(27,496.00)	4,504.00
110-5947-519-6213	102081	Replace 2008 Ford F-150 Regular Cab (Asset # 12820)	32,700.00	-	(27,496.00)	5,204.00
110-5900-540-6213	102088	Replace 2010 Ford F-150 Regular Cab (Asset # 13131)	32,700.00	-	(27,496.00)	5,204.00
110-5900-531-6213	101910	Replace 2008 F250 (Asset # 12867)	32,000.00	-	(27,496.00)	4,504.00
520-5200-535-6213	101934	Vehicle for New Crew Leader (Addition)	16,000.00	-	(13,748.00)	2,252.00
520-5400-535-6213			16,000.00	-	(13,748.00)	2,252.00
110-5924-519-6213	101872	Replace/Upgrade 2005 F150 (Asset # 12135)	34,000.00	-	(28,853.00)	5,147.00
110-5900-522-6213	102068	Replace 2010 Ford F-150 Regular Cab (Asset #13124)	32,700.00	-	(30,044.00)	2,656.00
110-5900-522-6213	102069	Replace 2010 Ford F250 (Asset #12574)	33,640.00	-	(33,070.00)	570.00
520-5400-535-6213	102034	Replace 2009 Ford Super Duty F-250 (Asset # 12969)	34,245.00	(2,500.00)	(30,505.00)	1,240.00
520-5200-535-6213	102043	Vehicle for New Utility Foreman (Addition)	40,000.00	(8,500.00)	(30,505.00)	995.00
520-5200-535-6213	102046	Vehicle for Current Utility Manager (Addition)	20,000.00	(4,250.00)	(15,252.50)	497.50
520-5400-535-6213			20,000.00	(4,250.00)	(15,252.50)	497.50
			\$ 674,285.00	\$ (36,500.00)	\$ (567,166.00)	\$ 70,619.00

Account #	Project #	Project Description	Budget	Budget Adjustment	Gunn Chevrolet	Remaining Project Funds
520-5400-535-6213	101927	Replace 2010 F450 Reg Cab (Asset # 13139)	\$ 50,000.00	\$ 70,000.00	\$ (117,526.00)	\$ 2,474.00
			\$ 50,000.00	\$ 70,000.00	\$ (117,526.00)	\$ 2,474.00

Account #	Project #	Project Description	Budget	Budget Adjustment	Johnson Brothers Ford	Remaining Project Funds
110-5924-519-6213	101871	Replace/Upgrade 2001 Dodge (Asset # 10638)	\$ 43,000.00	\$ -	\$ (27,964.73)	\$ 15,035.27
110-5932-551-6213	101899	Replace 2001 Chevrolet Astro (Asset # 11143)	38,640.00	-	(37,581.95)	1,058.05
			\$ 81,640.00	\$ -	\$ (65,546.68)	\$ 16,093.32

Account #	Project #	Project Description	Budget	Budget Adjustment	Temple Mac Haik Dodge	Remaining Project Funds
110-3795-524-6213	102102	Vehicle for Transform Temple Projects Agent (Addition)	\$ 25,955.00	\$ -	\$ (24,222.00)	\$ 1,733.00
			\$25,955.00	\$ -	\$ (24,222.00)	\$ 1,733.00

ATTACHMENTS:

Bid Tabulations A thru K (11)
 Budget Adjustment
 Resolution

Bid "A" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
Fourteen (14) 1/2-Ton Light Duty 4x2 Full-Size Pickups
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Total Price		Total Price		Total Price		Total Price		Total Price		Total Price		Total Price		Total Price	
Bid Price- Fourteen (14) 1/2 Ton-Light Duty 4x2 Full Size Pickups	14	\$25,630.00	\$358,820.00	\$22,207.00	\$310,898.00	\$22,686.00	\$317,604.00	\$23,492.00	\$328,888.00	\$23,940.00	\$335,160.00	\$23,541.51	\$329,581.14	\$24,414.00	\$341,796.00	No Bid	
Make & Model		Ford F-150		Chevrolet Silverado 1500		Ram 1500 Classic		Ford F-150 XL		Ford F-150 (1/2 ton) regular cab 4x2		Ford F-150		Ram 1500		No Bid	
Delivery within 90 Days		Yes		No		Yes		No		Yes		No		No		No Bid	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Light Bar-52" Full Width LED Blue and Amber Light Bar with Built-In Arrowstik and Work Lights; Light bar shall be wired to factory upfitter switches; Mounted to roof with brackets; Price to Include installation.	14	\$1,460.00	\$20,440.00	\$2,784.00	\$38,976.00	\$2,450.00	\$34,300.00	Not available*		\$1,980.00	\$27,720.00	\$1,979.00	\$27,706.00	\$2,875.00	\$40,250.00	No Bid	
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		Available realtime online subscription only		\$225.00	\$0.00	Available through Ford website, City needs to register		\$225.00	\$0.00	\$200.00	\$0.00	No Bid	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	14	\$275.00	\$3,850.00	\$215.00	\$3,010.00	Included		Included		Included		Included		Included		No Bid	
Bedliner, Spray In - Under Lip	14	\$450.00	\$6,300.00	\$420.00	\$5,880.00	\$530.00	\$7,420.00	\$599.00	\$8,386.00	\$385.00	\$5,390.00	\$595.00	\$8,330.00	\$595.00	\$8,330.00	No Bid	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	14	\$175.00	\$2,450.00	\$229.00	\$3,206.00	\$225.00	\$3,150.00	\$299.00	\$4,186.00	\$210.00	\$2,940.00	\$199.00	\$2,786.00	\$195.00	\$2,730.00	No Bid	
Headache Rac, RKL Model #Wg15 or Approved Equal	13	\$485.00	\$6,305.00	\$540.00	\$7,020.00	\$475.00	\$6,175.00	\$475.00	\$6,175.00	\$420.00	\$5,460.00	\$489.00	\$6,357.00	\$575.00	\$7,475.00	No Bid	
Low Profile Toolbox (1 Lid), Rawson-Koenig Model C-63-LP or approved Equal	13	\$754.00	\$9,802.00	\$840.00	\$10,920.00	\$785.00	\$10,205.00	\$737.00	\$9,581.00	\$760.00	\$9,880.00	\$829.00	\$10,777.00	\$875.00	\$11,375.00	No Bid	
Full Length Entry Steps on Both Sides	14	\$200.00	\$2,800.00	\$280.00	\$3,920.00	\$345.00	\$4,830.00	\$250.00	\$3,500.00	\$250.00	\$3,500.00	\$249.00	\$3,486.00	\$675.00	\$9,450.00	No Bid	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$1,990.00	\$0.00	\$2,169.00	\$0.00	\$2,645.00	\$0.00	\$2,748.00	\$0.00	\$2,180.00	\$0.00	\$1,860.00	\$0.00	\$3,545.00	\$0.00	No Bid	
Total Aftermarket or Add Alternate Options		\$5,964.00	\$51,947.00	\$7,477.00	\$72,932.00	\$7,455.00	\$66,080.00	\$5,333.00	\$31,828.00	\$4,205.00	\$54,890.00	\$6,425.00	\$59,442.00	\$9,535.00	\$79,610.00	No Bid	
Total Bid Price to include Aftermarket or Add Alternate Options		\$410,767.00		\$383,830.00		\$383,684.00		Not Complete		\$390,050.00		\$389,023.14		\$421,406.00		No Bid	
Exceptions		No		Yes		Yes		Yes		Yes		No		Yes		No Bid	
Local Preference		No		No		No		No		No		Yes		Yes		No Bid	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		No Bid	

Recommended for Council Award
Local Preference Option
Vendor does not offer Aftermarket item

Bid "B" Tabulation

Tabulation of Bids Received on Tuesday, March 17, 2020 at 2:30 p.m. One (1) 1/2-Ton Light Duty 4x2 Full Size Crew Cab Pickup Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 1/2-Ton Light Duty 4x2 Full Size Crew Cab Pickup	1	\$28,906.75	\$28,906.75	\$24,226.00	\$24,226.00	\$25,003.00	\$25,003.00	\$26,540.00	\$26,540.00	\$27,730.00	\$27,730.00	\$26,691.53	\$26,691.53	\$25,703.00	\$25,703.00	\$32,400.00	\$32,400.00
Make & Model		Ford F-150		Chevrolet Silverado 1500		Ram 1500 Classic		Ford F-150 Crew 4x2		Ford F-150 (1/2 ton) crew cab 4x2		Ford F-150		Ram 1500		Nissan Titan Crew Cab 4x2	
Delivery within 90 Days		Yes		No		Yes		No		Yes		No		No		No	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Hydraulic, Parallel-Arm 1,000 Lb Capacity Liftgate, Installed,; Steel Treadplate Material w/Enclosed Hydraulic System	1	\$2,999.00	\$2,999.00	\$3,172.00	\$3,172.00	\$2,275.00	\$2,275.00	\$3,351.00	\$3,351.00	\$2,960.00	\$2,960.00	\$2,895.00	\$2,895.00	\$4,575.00	\$4,575.00	\$2,750.00	\$2,750.00
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		Available realtime online subscription only		\$225.00	\$0.00	Included		\$225.00	\$0.00	\$200.00	\$0.00	Not available	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	1	\$348.25	\$348.25	\$215.00	\$215.00	Included		Included		Included		Included		Included		Included	
Bedliner, Spray In - Under Lip	1	\$410.00	\$410.00	\$420.00	\$420.00	\$530.00	\$530.00	\$599.00	\$599.00	\$385.00	\$385.00	\$429.00	\$429.00	\$595.00	\$595.00	\$250.00	\$250.00
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	\$175.00	\$175.00	\$249.00	\$249.00	\$225.00	\$225.00	\$299.00	\$299.00	\$285.00	\$285.00	\$199.00	\$199.00	\$195.00	\$195.00	\$175.00	\$175.00
Headache Rac, RKI Model #Wg15 or Approved Equal	1	\$485.00	\$485.00	\$540.00	\$540.00	\$475.00	\$475.00	\$475.00	\$475.00	\$420.00	\$420.00	\$499.00	\$499.00	\$575.00	\$575.00	\$575.00	\$575.00
Full Length Entry Steps on Both Sides	1	\$250.00	\$250.00	\$280.00	\$280.00	\$345.00	\$345.00	\$250.00	\$250.00	\$250.00	\$250.00	\$239.00	\$239.00	\$675.00	\$675.00	\$734.00	\$734.00
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$1,990.00	\$0.00	\$2,302.00	\$0.00	\$2,645.00	\$0.00	\$2,748.00	\$0.00	\$2,180.00	\$0.00	\$1,860.00	\$0.00	\$3,545.00	\$0.00	Not available	
Total Aftermarket or Add Alternate Options		\$6,832.25	\$4,667.25	\$7,178.00	\$4,876.00	\$6,495.00	\$3,850.00	\$7,947.00	\$4,974.00	\$6,480.00	\$4,300.00	\$6,346.00	\$4,261.00	\$10,360.00	\$6,615.00	\$4,484.00	\$4,484.00
Total Bid Price to include Aftermarket or Add Alternate Options		\$33,574.00		\$29,102.00		\$28,853.00		\$31,514.00		\$32,030.00		\$30,952.53		\$32,318.00		\$36,884.00	
Exceptions		No		Yes		Yes		Yes		No		No		Yes		Yes	
Local Preference		No		No		No		No		No		Yes		Yes		Yes	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	

Recommended for Council Award

Bid "C" Tabulation

Tabulation of Bids Received on Tuesday, March 17, 2020 at 2:30 p.m. One (1) 3/4-Ton Light Duty 4x2 Full-Size Regular Cab Pickup Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 3/4-Ton Light Duty 4x2 Full-Size Regular Cab Pickup	1	\$26,454.00	\$26,454.00	\$28,361.00	\$28,361.00	\$26,774.00	\$26,774.00	\$24,841.00	\$24,841.00	\$26,000.00	\$26,000.00	\$24,307.73	\$24,307.73	\$27,828.00	\$27,828.00	No Bid	
Make & Model		Ford F-250		Chevrolet Silverado 2500HD		Ram 2500		Ford F-250 Reg Cab		Ford F-250 (3/4 ton) reg cab 4x2		Ford F-250		Ram 2500		No Bid	
Delivery within 180 Days		Yes		No		Yes		No		Yes		No		No		No	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Hydraulic, Parallel-Arm 1,000 Lb Capacity Liftgate, Installed,; Steel Treadplate Material w/Enclosed Hydraulic System	1	\$2,999.00	\$2,999.00	\$3,172.00	\$3,172.00	\$2,775.00	\$2,775.00	\$3,351.00	\$3,351.00	\$2,960.00	\$2,960.00	\$2,295.00	\$2,295.00	\$4,575.00	\$4,575.00	No Bid	
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		Available realtime online subscription only		\$225.00	\$225.00	Included		\$225.00	\$0.00	\$200.00	\$0.00	No Bid	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	1	\$348.75	\$348.75	\$215.00	\$215.00	Included		Included		Included		Included		Included		No Bid	
Bedliner, Spray In - Under Lip	1	\$410.00	\$410.00	\$420.00	\$420.00	\$530.00	\$530.00	\$599.00	\$599.00	\$385.00	\$385.00	\$475.00	\$475.00	\$595.00	\$595.00	No Bid	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	\$125.00	\$125.00	\$229.00	\$229.00	\$225.00	\$225.00	\$299.00	\$299.00	\$210.00	\$210.00	\$199.00	\$199.00	\$195.00	\$195.00	No Bid	
Headache Rac, RKI Model #Wg15 or Approved Equal	1	\$495.00	\$495.00	\$540.00	\$540.00	\$475.00	\$475.00	\$475.00	\$475.00	\$420.00	\$420.00	\$389.00	\$389.00	\$575.00	\$575.00	No Bid	
Full Length Entry Steps on Both Sides	1	\$200.00	\$200.00	\$280.00	\$280.00	\$345.00	\$345.00	\$320.00	\$320.00	\$315.00	\$315.00	\$299.00	\$299.00	\$675.00	\$675.00	No Bid	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$2,295.00	\$0.00	\$2,169.00	\$0.00	\$2,620.00	\$0.00	\$3,244.00	\$0.00	\$3,185.00	\$0.00	\$2,110.00	\$0.00	\$3,975.00	\$0.00	No Bid	
Total Aftermarket or Add Alternate Options		\$7,047.75	\$4,577.75	\$7,025.00	\$4,856.00	\$6,970.00	\$4,350.00	\$8,513.00	\$5,269.00	\$7,475.00	\$4,290.00	\$5,992.00	\$3,657.00	\$10,790.00	\$6,615.00	No Bid	
Total Bid Price to include Aftermarket or Add Alternate Options		\$31,031.75		\$33,217.00		\$31,124.00		\$30,110.00		\$30,290.00		\$27,964.73		\$34,443.00		\$0.00	
Exceptions		No		Yes		Yes		No		No		No		Yes		No Bid	
Local Preference		No		No		No		No		No		Yes		Yes		No Bid	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		No Bid	

Recommended for Council Award

Bid "D" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
Thirteen (13) 1-Ton Light Duty 4x2 Crew Cab & Chassis, Dual Rear Wheels with Utility Body Pickups
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- Thirteen (13) 1-Ton Light Duty 4x2 Crew Cab 7 Chassis, Dual Rear Wheels with Utility Body Pickups	13	\$43,970.75	\$571,619.75	\$43,856.00	\$570,128.00	\$46,620.00	\$606,060.00	\$43,298.00	\$562,874.00	\$42,830.00	\$556,790.00	\$46,966.69	\$610,566.97	\$43,044.00	\$559,572.00	No Bid	
Make & Model		Ford F350 Chassis Crew Cab		Chevrolet Silverado 3500HD		Ram 3500 Chassis		Ford F-350 CC DRW Crew		Ford F-350 Crew Cab 4x2		Ford F-350		Ram 3500 Tradesman		No Bid	
Delivery within 180 Days		Yes		No		Yes		No		Yes		No		No		No Bid	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		Available realtime online subscription only		\$225.00	\$0.00	Included		\$225.00	\$0.00	\$200.00	\$0.00	No Bid	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	13	\$348.75	\$4,533.75	\$215.00	\$2,795.00	Included		Included		Included		Included		Included		No Bid	
Light Bar-52" Full Width LED Blue and Amber Light Bar with Built-In Arrowstik and Work Lights; Light bar shall be wired to factory upfitter switches; Mounted to roof brackets; Price to include installation: Light bar cannot be obscured by modular cab guard. Example: Light Bar Code 3 Model# 21TRPL52-9ABCT18P or Approved Equal	13	\$1,460.00	\$18,980.00	\$2,784.00	\$36,192.00	\$2,450.00	\$31,850.00	Not available*		\$1,980.00	\$25,740.00	\$1,950.00	\$25,350.00	\$2,875.00	\$37,375.00	No Bid	
Utility/Material Rack Capable of Holding Pipe, Ladder, & Materials up to 9 Ft.	13	\$1,199.00	\$15,587.00	\$1,680.00	\$21,840.00	\$1,930.00	\$25,090.00	\$1,000.00	\$13,000.00	\$2,480.00	\$32,240.00	\$2,456.00	\$31,928.00	\$2,956.00	\$38,428.00	No Bid	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	13	\$175.00	\$2,275.00	\$249.00	\$3,237.00	\$225.00	\$2,925.00	\$299.00	\$3,887.00	\$285.00	\$3,705.00	\$199.00	\$2,587.00	\$195.00	\$2,535.00	No Bid	
Full Length Entry Steps on Both Sides	13	\$250.00	\$3,250.00	\$280.00	\$3,640.00	\$345.00	\$4,485.00	\$445.00	\$5,785.00	\$410.00	\$5,330.00	\$329.00	\$4,277.00	\$675.00	\$8,775.00	No Bid	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$2,295.00	\$0.00	\$2,655.00	\$0.00	\$2,795.00	\$0.00	\$3,244.00	\$0.00	\$3,150.00	\$0.00	\$3,285.00	\$0.00	\$3,975.00	\$0.00	No Bid	
Four Wheel Drive	0	\$3,800.00	\$0.00	\$2,565.00	\$0.00	\$3,275.00	\$0.00	\$3,500.00	\$0.00	\$3,475.00	\$0.00	\$3,325.00	\$0.00	\$3,500.00	\$0.00	No Bid	
Total Aftermarket or Add Alternate Options		\$5,902.75	\$44,625.75	\$7,863.00	\$67,704.00	\$11,020.00	\$64,350.00	\$8,713.00	\$22,672.00	\$8,305.00	\$67,015.00	\$11,769.00	\$64,142.00	\$10,876.00	\$87,113.00	No Bid	
Total Bid Price to include Aftermarket or Add Alternate Options		\$616,245.50		\$637,832.00		\$670,410.00		Not Complete		\$623,805.00		\$674,708.97		\$646,685.00		No Bid	
Exceptions		No		Yes		Yes		No		Yes		No		Yes		No Bid	
Local Preference		No		No		No		No		No		Yes		Yes		No Bid	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		No Bid	

Recommended for Council Award
Vendor does not offer Aftermarket item

Bid "E" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
Six (6) 1-Ton Light Duty 4x2 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickups
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- Six (6) 1-Ton Light Duty 4x2 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickups	6	\$40,906.25	\$245,437.50	\$40,713.00	\$244,278.00	\$44,176.00	\$265,056.00	\$40,521.00	\$243,126.00	\$39,830.00	\$238,980.00	\$43,983.04	\$263,898.24	\$40,854.00	\$245,124.00	No Bid	
Make & Model	Ford F350 Chassis Reg Cab DRW			Chevrolet Silverado 3500HD		Ram 3500 Chassis		Ford F-350 CC DRW RC		Ford F-350 Reg Cab 4x2		Ford F-350		Ram 3500 Tradesman		No Bid	
Delivery within 180 Days	Yes			No		Yes		No		Yes		No		No		No Bid	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		Available realtime online subscription only		\$225.00	\$0.00	Included		\$225.00	\$0.00	\$200.00	\$0.00	No Bid	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	6	\$348.25	\$2,089.50	\$215.00	\$1,290.00	Included		Included		Included		Included		Included		No Bid	
Light Bar-52" Full Width LED Blue and Amber Light Bar with Built-In Arrowstik and Work Lights; Light bar shall be wired to factory upfitter switches; Mounted to roof brackets; Price to include installation: Light bar cannot be obscured by modular cab guard. Example: Light Bar Code 3 Model# 21TRPL52-9ABCT18P or Approved Equal	6	\$1,460.00	\$8,760.00	\$2,784.00	\$16,704.00	\$2,450.00	\$14,700.00	Not available*		\$1,980.00	\$11,880.00	\$1,950.00	\$11,700.00	\$2,875.00	\$17,250.00	No Bid	
Utility/Material Rack Capable of Holding Pipe, Ladder, & Materials up to 9 Ft.	6	\$1,199.00	\$7,194.00	\$1,680.00	\$10,080.00	\$1,930.00	\$11,580.00	\$1,000.00	\$6,000.00	\$2,480.00	\$14,880.00	\$2,456.00	\$14,736.00	\$2,956.00	\$17,736.00	No Bid	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	6	\$150.00	\$900.00	\$229.00	\$1,374.00	\$225.00	\$1,350.00	\$299.00	\$1,794.00	\$290.00	\$1,740.00	\$199.00	\$1,194.00	\$195.00	\$1,170.00	No Bid	
Full Length Entry Steps on Both Sides	6	\$250.00	\$1,500.00	\$280.00	\$1,680.00	\$345.00	\$2,070.00	\$320.00	\$1,920.00	\$315.00	\$1,890.00	\$329.00	\$1,974.00	\$675.00	\$4,050.00	No Bid	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$2,295.00	\$0.00	\$2,655.00	\$0.00	\$2,795.00	\$0.00	\$3,244.00	\$0.00	\$3,180.00	\$0.00	\$3,285.00	\$0.00	\$3,975.00	\$0.00	No Bid	
Four Wheel Drive	0	\$3,800.00	\$0.00	\$2,565.00	\$0.00	\$2,800.00	\$0.00	\$3,500.00	\$0.00	\$3,475.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$0.00	No Bid	
Total Aftermarket or Add Alternate Options		\$9,677.25	\$20,443.50	\$10,408.00	\$31,128.00	\$10,545.00	\$29,700.00	\$8,588.00	\$9,714.00	\$11,720.00	\$30,390.00	\$11,944.00	\$29,604.00	\$14,376.00	\$40,206.00	No Bid	
Total Bid Price to include Aftermarket or Add Alternate Options		\$265,881.00		\$275,406.00		\$294,756.00		Not Complete		\$269,370.00		\$293,502.24		\$285,330.00		No Bid	
Exceptions		No		Yes		Yes		No		No		No		Yes		No Bid	
Local Preference		No		No		No		No		No		Yes		Yes		No Bid	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		No Bid	

Recommended for Council Award
Vendor does not offer Aftermarket item

Bid "F" Tabulation

**Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
One (1) 1-Ton Medium Roof 15 Passenger Van
Bid# 13-15-20**

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 1-Ton Medium Roof 15 Passenger Van	1	\$37,779.00	\$37,779.00	\$29,886.00	\$29,886.00	No Bid		\$36,948.00	\$36,948.00	\$36,988.00	\$36,988.00	\$37,282.95	\$37,282.95	No Bid		\$32,496.00	\$32,496.00
Make & Model		Ford Transit 350		Chevrolet Express Passenger		No Bid		Ford Transit 350 MR XL		Ford Transit 350		Ford Transit T-350		No Bid		Nissan NV3500 12 Passenger Standard Roof	
Delivery within 180 Days		Yes		No		No Bid		No		Yes		No		No Bid		No	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		No Bid		\$225.00	\$0.00	Available through Ford website		\$225.00	\$0.00	No Bid		Not available	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	1	\$348.75	\$348.75	\$215.00	\$215.00	No Bid		Included		Included		Included		No Bid		Included	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	\$250.00	\$250.00	\$349.00	\$349.00	No Bid		\$675.00	\$675.00	\$750.00	\$750.00	\$299.00	\$299.00	No Bid		Included	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$2,270.00	\$0.00	\$2,307.00	\$0.00	No Bid		\$3,470.00	\$0.00	\$2,270.00	\$0.00	\$1,985.00	\$0.00	No Bid		Included	
Total Aftermarket or Add Alternate Options		\$3,043.75	\$598.75	\$2,871.00	\$564.00	No Bid		\$4,370.00	\$675.00	\$3,020.00	\$750.00	\$2,509.00	\$299.00	No Bid		\$0.00	
Total Bid Price to include Aftermarket or Add Alternate Options		\$38,377.75		\$30,450.00		No Bid		\$37,623.00		\$37,738.00		\$37,581.95		No Bid		\$32,496.00	
Exceptions		No		Yes		No Bid		No		No		No		No Bid		Yes	
Local Preference		No		No		No Bid		No		No		Yes		No Bid		Yes	
Credit Check Authorization		Yes		Yes		No Bid		Yes		Yes		Yes		No Bid		Yes	

Recommended for Council Award
Make & Model bid does not meet specifications

Bid "G" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
One (1) 1-Ton Light Duty 4x4 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickup
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 1-Ton Light Duty 4x4 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickup	1	No Bid		\$43,818.00	\$43,818.00	\$50,449.00	\$50,449.00	No Bid		\$49,896.00	\$49,896.00	No Bid		\$51,712.00	\$51,712.00	No Bid	
Make & Model		No Bid		Chevrolet Silverado 3500HD		Ram 3500 Chassis		No Bid		Ford F-350 Reg Cab 4x4		No Bid		Ram 3500 Tradesman		No Bid	
Delivery within 180 Days		No Bid		No		Yes		No Bid		Yes		No Bid		No		No Bid	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	1	No Bid		Only available online		Available realtime online subscription only		No Bid		Included		No Bid		\$200.00	\$200.00	No Bid	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	1	No Bid		\$215.00	\$215.00	Included		No Bid		Included		No Bid		Included		No Bid	
Light Bar-52" Full Width LED blue and Amber Light bar with Built-In Arrowstik and Work Lights; Light bar shall be wired to factory upfitter switches; Mounted to roof brackets; Price to include installation; No drilling in roof; Light bar cannot be obscured by modular cab guard. Example: Light Bar Code 3 Model # 21TRPL52-9ABCT18P or Approved Equal	1	No Bid		\$2,784.00	\$2,784.00	\$2,450.00	\$2,450.00	No Bid		\$1,980.00	\$1,980.00	No Bid		\$2,875.00	\$2,875.00	No Bid	
WACHS TM-7 Plus Automated Valve Operator/Exerciser or Approved Equal; Installed & Mounted in Front Roadside Compartment of Utility Body	1	No Bid		\$66,695.00	\$66,695.00	No Bid*		No Bid		\$39,844.00	\$39,844.00	No Bid		\$42,044.00	\$42,044.00	No Bid	
VITALS Software, Handheld Controller & Trimble R2 GNSS GPS or Approved Equal	0	No Bid		Included		No Bid*		No Bid		\$16,860.00	\$0.00	No Bid		\$16,880.00	\$0.00	No Bid	
WACHS Trav-L-Vac 300 or Approved Equal; Mounted in Utility Bed with Rear Mount Engine Control	1	No Bid		Included		No Bid*		No Bid		\$39,832.00	\$39,832.00	No Bid		\$41,032.00	\$41,032.00	No Bid	
Bedline, Spray In - Under Lip	1	No Bid		\$850.00	\$850.00	\$900.00	\$900.00	No Bid		\$570.00	\$570.00	No Bid		\$595.00	\$595.00	No Bid	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	No Bid		\$229.00	\$229.00	\$225.00	\$225.00	No Bid		\$210.00	\$210.00	No Bid		\$195.00	\$195.00	No Bid	
Full Length Entry Steps on Both Sides	1	No Bid		\$280.00	\$280.00	\$345.00	\$345.00	No Bid		\$315.00	\$315.00	No Bid		\$675.00	\$675.00	No Bid	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	1	No Bid		\$2,655.00	\$2,655.00	\$2,795.00	\$2,795.00	No Bid		\$3,180.00	\$3,180.00	No Bid		\$4,950.00	\$4,950.00	No Bid	
Total Aftermarket or Add Alternate Options		No Bid		\$73,708.00	\$73,708.00	\$6,715.00	\$6,715.00	No Bid		\$102,791.00	\$85,931.00	No Bid		\$109,446.00	\$92,566.00	No Bid	
Total Bid Price to include Aftermarket or Add Alternate Options		No Bid		\$117,526.00		Not Complete		No Bid		\$135,827.00		No Bid		\$144,278.00		No Bid	
Exceptions		No Bid		Yes		Yes		No Bid		No		No Bid		Yes		No Bid	
Local Preference		No Bid		No		No		No Bid		No		No Bid		Yes		No Bid	
Credit Check Authorization		No Bid		Yes		Yes		No Bid		Yes		No Bid		Yes		No Bid	

Recommended for Council Award
*Vendor does not offer selected Aftermarket item

Bid "H" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
One (1) 1/2-Ton Light Duty 4x2 Full-Size Crew Cab Pickup
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 1/2-Ton Light Duty 4x2 Full-Size Crew Cab Pickup	1	\$28,727.25	\$28,727.25	\$25,800.00	\$25,800.00	\$26,299.00	\$26,299.00	\$27,761.00	\$27,761.00	\$29,340.00	\$29,340.00	\$28,165.82	\$28,165.82	\$26,900.00	\$26,900.00	\$32,400.00	\$32,400.00
Make & Model		Ford F-150		Chevrolet Silverado 1500		Ram 1500 Classic		Ford F150 Crew 4x2		Ford F-150 Crew Cab		Ford F-150		Ram 1500		Nissan Titan Crew Cab 4x2	
Delivery within 90 Days		Yes		No		Yes		No		Yes		No		No		No	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	0	\$175.00	\$0.00	Only available online		Available realtime online subscription only		\$225.00	\$0.00	Included		\$225.00	\$0.00	\$200.00	\$0.00	Not available	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	1	\$348.75	\$348.75	\$215.00	\$215.00	Included		Included		Included		Included		Included		Included	
Bedline, Spray In - Under Lip	1	\$410.00	\$410.00	\$420.00	\$420.00	\$530.00	\$530.00	\$599.00	\$599.00	\$385.00	\$385.00	\$425.00	\$425.00	\$595.00	\$595.00	\$250.00	\$250.00
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	\$150.00	\$150.00	\$249.00	\$249.00	\$225.00	\$225.00	\$299.00	\$299.00	\$285.00	\$285.00	\$199.00	\$199.00	\$195.00	\$195.00	\$175.00	\$175.00
Full Length Entry Steps on Both Sides	1	\$250.00	\$250.00	\$280.00	\$280.00	\$345.00	\$345.00	\$250.00	\$250.00	\$250.00	\$250.00	\$300.00	\$300.00	\$675.00	\$675.00	\$734.00	\$734.00
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	1	\$1,990.00	\$1,990.00	\$2,307.00	\$2,307.00	\$2,645.00	\$2,645.00	\$2,748.00	\$2,748.00	\$2,150.00	\$2,150.00	\$1,860.00	\$1,860.00	\$3,545.00	\$3,545.00	Included	
Total Aftermarket or Add Alternate Options		\$3,323.75	\$3,148.75	\$3,471.00	\$3,471.00	\$3,745.00	\$3,745.00	\$4,121.00	\$3,896.00	\$3,070.00	\$3,070.00	\$3,009.00	\$2,784.00	\$5,210.00	\$5,010.00	\$1,159.00	\$1,159.00
Total Bid Price to include Aftermarket or Add Alternate Options		\$31,876.00		\$29,271.00		\$30,044.00		\$31,657.00		\$32,410.00		\$30,949.82		\$31,910.00		\$33,559.00	
Exceptions		No		Yes		Yes		Yes		No		No		Yes		Yes	
Local Preference		No		No		No		No		No		Yes		Yes		Yes	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	

Recommended for Council Award
Local Preference Option
Make & Model bid does not meet specifications

Bid "I" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
One (1) 1/2-Ton Light Duty 4x4 Full-Size Crew Cab Pickup
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 1/2-Ton Light Duty 4x4 Full-Size Crew Cab Pickup	1	\$32,132.75	\$32,132.75	\$27,323.00	\$27,323.00	\$29,325.00	\$29,325.00	\$30,893.00	\$30,893.00	\$32,660.00	\$32,660.00	\$31,975.32	\$31,975.32	\$31,896.00	\$31,896.00	\$38,720.00	\$38,720.00
Make & Model		Ford F-150		Chevrolet Silverado 1500		Ram 1500 Classic		Ford F-150 Crew 4x4		Ford F-150 Crew Cab 4x4		Ford F-150		Ram 1500		Nissan Titan Crew Cab SV 4x4	
Delivery within 90 Days		Yes		No		Yes		No		Yes		No		No		No	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	1	\$175.00	\$175.00	Only available online		Available realtime online subscription only		\$225.00	\$225.00	Included		\$225.00	\$225.00	\$200.00	\$200.00	Not available	
Delivery to 3210 E. Ave H Bldg. B Temple, TX 76501	1	\$348.95	\$348.95	\$215.00	\$215.00	Included		Included		Included		Included		Included		Included	
Bedline, Spray In - Under Lip	1	\$410.00	\$410.00	\$420.00	\$420.00	\$530.00	\$530.00	\$599.00	\$599.00	\$385.00	\$385.00	\$425.00	\$425.00	\$595.00	\$595.00	\$250.00	\$250.00
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	\$175.00	\$175.00	\$249.00	\$249.00	\$225.00	\$225.00	\$299.00	\$299.00	\$285.00	\$285.00	\$199.00	\$199.00	\$195.00	\$195.00	\$175.00	\$175.00
Full Length Entry Steps on Both Sides	1	\$250.00	\$250.00	\$280.00	\$280.00	\$345.00	\$345.00	\$250.00	\$250.00	\$250.00	\$250.00	\$300.00	\$300.00	\$675.00	\$675.00	\$734.00	\$734.00
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	1	\$2,270.00	\$2,270.00	\$2,307.00	\$2,307.00	\$2,645.00	\$2,645.00	\$2,898.00	\$2,898.00	\$2,270.00	\$2,270.00	\$1,985.00	\$1,985.00	\$3,545.00	\$3,545.00	Included	
Total Aftermarket or Add Alternate Options		\$3,628.95	\$3,628.95	\$3,471.00	\$3,471.00	\$3,745.00	\$3,745.00	\$4,271.00	\$4,271.00	\$3,190.00	\$3,190.00	\$3,134.00	\$3,134.00	\$5,210.00	\$5,210.00	\$1,159.00	\$1,159.00
Total Bid Price to include Aftermarket or Add Alternate Options		\$35,761.70		\$30,794.00		\$33,070.00		\$35,164.00		\$35,850.00		\$35,109.32		\$37,106.00		\$39,879.00	
Exceptions		No		Yes		Yes		Yes		No		No		Yes		Yes	
Local Preference		No		No		No		No		No		Yes		Yes		Yes	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	

Recommended for Council Award
Make & Model bid does not meet specifications

Bid "J" Tabulation

Tabulation of Bids Received on Tuesday, March 17, 2020 at 2:30 p.m. Three (3) 1/2-Ton Light Duty 4x4 Full-Size Extra Cab Pickups Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- Three (3) 1/2-Ton Light Duty 4x4 Full-Size Extra Cab Pickups	3	\$29,227.25	\$87,681.75	\$24,302.00	\$72,906.00	\$26,225.00	\$78,675.00	\$28,587.00	\$85,761.00	\$29,100.00	\$87,300.00	\$27,563.48	\$82,690.44	\$29,637.00	\$88,911.00	\$33,087.00	\$99,261.00
Make & Model		Ford F-150		Chevrolet Silverado 1500		Ram 1500 Classic		Ford F-150 4x4 SC		Ford F-150 Extended Cab 4x4		Ford F-150		Ram 1500 Quad Cab		Nissan Titan King Cab 4x4	
Delivery within 90 Days		Yes		No		Yes		No		Yes		No		No		No	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Light Bar-52" Full Width LED Blue & Amber Light Bar with Built-In Arrowstik and Work Lights; Light bar shall be wired to factory upfitter switches; Mounted to roof with brackets; Price to include; no drilling in roof. Example: Light Bar Code 3 Model # 21TRPL52-9ABCT18P or Approved Equal	3	\$1,460.00	\$4,380.00	\$2,784.00	\$8,352.00	\$2,450.00	\$7,350.00	Not available*		\$1,980.00	\$5,940.00	\$1,979.00	\$5,937.00	\$2,975.00	\$8,925.00	\$1,990.00	\$5,970.00
Headache Rack, RKI model #WG15 or Approved Equal	3	\$485.00	\$1,455.00	\$540.00	\$1,620.00	\$475.00	\$1,425.00	\$475.00	\$1,425.00	\$420.00	\$1,260.00	\$489.00	\$1,467.00	\$575.00	\$1,725.00	\$575.00	\$1,725.00
Low Profile Toolbox (1 Lid), Rawson-Koenig Model C-63-LP or Approved Equal	3	\$754.00	\$2,262.00	\$840.00	\$2,520.00	\$785.00	\$2,355.00	\$737.00	\$2,211.00	\$760.00	\$2,280.00	\$829.00	\$2,487.00	\$875.00	\$2,625.00	\$975.00	\$2,925.00
Parts, Service & Repair Manuals	1	\$175.00	\$175.00	Only available online		Available realtime online subscription only		\$225.00	\$225.00	Included		\$225.00	\$225.00	\$200.00	\$200.00	Not available	
Delivery to 3210 E. Ave h Bldg. B Temple, TX 76501	3	\$348.95	\$1,046.85	\$215.00	\$645.00	Included		Included		Included		Included		Included		Included	
Bedline, Spray In - Under Lip	0	\$410.00	\$0.00	\$420.00	\$0.00	\$530.00	\$0.00	\$599.00	\$0.00	\$385.00	\$0.00	\$499.00	\$0.00	\$595.00	\$0.00	\$250.00	\$0.00
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	3	\$175.00	\$525.00	\$249.00	\$747.00	\$225.00	\$675.00	\$299.00	\$897.00	\$285.00	\$855.00	\$199.00	\$597.00	\$195.00	\$585.00	\$175.00	\$525.00
Full Length Entry Steps on Both Sides	3	\$250.00	\$750.00	\$280.00	\$840.00	\$345.00	\$1,035.00	\$250.00	\$750.00	\$225.00	\$675.00	\$325.00	\$975.00	\$675.00	\$2,025.00	\$734.00	\$2,202.00
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$2,270.00	\$0.00	\$2,307.00	\$0.00	\$2,645.00	\$0.00	\$2,898.00	\$0.00	\$2,270.00	\$0.00	\$1,985.00	\$0.00	\$3,545.00	\$0.00	Included	
Total Aftermarket or Add Alternate Options		\$6,327.95	\$10,593.85	\$7,635.00	\$14,724.00	\$7,455.00	\$12,840.00	\$5,483.00	\$5,508.00	\$6,325.00	\$11,010.00	\$6,530.00	\$11,688.00	\$9,635.00	\$16,085.00	\$4,699.00	\$13,347.00
Total Bid Price to include Aftermarket or Add Alternate Options		\$98,275.60		\$87,630.00		\$91,515.00		Not Complete		\$98,310.00		\$94,378.44		\$104,996.00		\$112,608.00	
Exceptions		No		Yes		Yes		Yes		No		No		Yes		Yes	
Local Preference		No		No		No		No		No		Yes		Yes		Yes	
Credit Check Authorization		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	

Recommended for Council Award
Local Preference Option
Make & Model bid does not meet specifications
*Vendor does not offer selected Aftermarket item

Bid "K" Tabulation

Tabulation of Bids Received
on Tuesday, March 17, 2020 at 2:30 p.m.
One (1) 6 Passenger Mini Van
Bid# 13-15-20

		Silsbee Ford Silsbee, TX 512-436-1313		Gunn Chevrolet Selma, TX 210-599-5000		Grapevine DCJ, LLC Grapevine, TX 817-410-7541		Jim Bass Ford, Inc San Angelo, TX 325-949-4621		Randall Reed's Prestige Ford Garland, TX 972-864-6815		Johnson Brothers Ford II, LTD Temple, TX 254-773-5257		Temple Mac Haik Dodge Temple, TX 254-773-4556		Garlyn Shelton Nissan Temple, TX 254-742-4149	
Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Price- One (1) 6 passenger Mini Van	1	\$25,394.75	\$25,394.75	No Bid		\$24,386.00	\$24,386.00	No Bid		\$26,680.00	\$26,680.00	\$25,829.99	\$25,829.99	\$23,727.00	\$23,727.00	No Bid	
Make & Model		Ford Transit Connect		No Bid		Dodge Grand Caravan		No Bid		Ford Transit Wagon		Ford Transit Connect 6 Passenger		Dodge Grand Caravan		No Bid	
Delivery within 90 Days		Yes		No Bid		Yes		No Bid		Yes		No		No		No Bid	
Aftermarket or Add Alternate Options:	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parts, Service & Repair Manuals	1	\$175.00	\$175.00	No Bid		Available realtime online subscription only		No Bid		Included		\$225.00	\$225.00	\$200.00	\$200.00	No Bid	
Delivery to 3210 E. Ave h Bldg. B Temple, TX 76501	1	\$348.95	\$348.95	No Bid		Included		No Bid		Included		Included		Included		No Bid	
Tinted Windows - All Windows, "Maximum" Allowed by Texas Law	1	\$150.00	\$150.00	No Bid		\$385.00	\$385.00	No Bid		\$260.00	\$260.00	\$299.00	\$299.00	\$295.00	\$295.00	No Bid	
5 Year/100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (Provide Terms)	0	\$2,145.00	\$0.00	No Bid		\$2,645.00	\$0.00	No Bid		\$2,150.00	\$0.00	\$1,860.00	\$0.00	\$3,545.00	\$0.00	No Bid	
Total Aftermarket or Add Alternate Options		\$2,818.95	\$673.95	No Bid		\$3,030.00	\$385.00	No Bid		\$2,410.00	\$260.00	\$2,384.00	\$524.00	\$4,040.00	\$495.00	No Bid	
Total Bid Price to include Aftermarket or Add Alternate Options		\$26,068.70		No Bid		\$24,771.00		No Bid		\$26,940.00		\$26,353.99		\$24,222.00		No Bid	
Exceptions		No		No Bid		Yes		No Bid		Yes		No		Yes		No Bid	
Local Preference		No		No Bid		No		No Bid		No		Yes		Yes		No Bid	
Credit Check Authorization		Yes		No Bid		Yes		No Bid		Yes		Yes		Yes		No Bid	

Recommended for Council Award

FY 2020**BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

+

-

ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
520-5400-535-62-13	101927	Capital Equipment / Automotive	\$ 70,000	
520-5000-535-62-13	101889	Capital Equipment / Automotive	1,500	
520-5400-535-62-13	101930	Capital Equipment / Automotive		4,462
520-5400-535-62-11	102051	Jet Scans (3)		20,004
520-5400-535-62-13	102035	Capital Equipment / Automotive		3,500
520-5400-535-62-13	102036	Capital Equipment / Automotive		3,500
520-5400-535-62-13	102034	Capital Equipment / Automotive		2,500
520-5400-535-62-13	102046	Capital Equipment / Automotive		4,250
520-5200-535-62-13	102046	Capital Equipment / Automotive		4,250
520-5200-535-62-13	102043	Capital Equipment / Automotive		8,500
520-5200-535-62-13	102044	Capital Equipment / Automotive		3,534
520-5300-535-62-13	101932	Capital Equipment / Automotive		3,500
520-5300-535-62-13	102037	Capital Equipment / Automotive		4,500
520-5300-535-62-13	102038	Capital Equipment / Automotive		4,500
520-5300-535-62-13	102039	Capital Equipment / Automotive		4,500
TOTAL.....			\$ 71,500	\$ 71,500

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

Reallocating project savings.

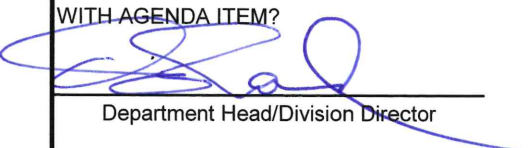
DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes☐ No

DATE OF COUNCIL MEETING

04/02/20

WITH AGENDA ITEM?

☒ Yes☐ No


Department Head/Division Director



Date

☒ Approved
☐ Disapproved

Finance

Date

☐ Approved
☐ Disapproved

City Manager

Date

☐ Approved
☐ Disapproved

RESOLUTION NO. 2020-0031-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,
AUTHORIZING THE PURCHASE OF 43 VEHICLES FROM VARIOUS VENDORS
IN THE TOTAL AMOUNT OF \$1,656,587.18; AND PROVIDING AN OPEN
MEETINGS CLAUSE.

Whereas, approval of these vehicle purchases will allow replacement of 30 older City vehicles as well as the addition of 13 new vehicles to the City vehicle fleet;

Whereas, on March 17, 2020, eight vendors submitted pricing on 11 independent vehicle bids and 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;

Whereas, Staff recommends award of the following two bids for 19 vehicles to Silsbee Ford who took no exception to the vehicle specifications:

Bid Tabulation D – Thirteen 1-Ton Light Duty 4x2 Crew Cab & Chassis, Dual Rear Wheels with Utility Body Pickups:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
D	Code Compliance (replaces Asset No. 12920)	1	110-5900-524-6213	101870	\$45,000	\$47,403.50
D	Drainage (new fleet addition for Maintenance Crew)	1	292-2900-534-6213	101919	\$52,000	\$47,403.50
D	Streets (new fleet addition for Recon Crew)	1	110-5900-531-6213	102089	\$60,000	\$47,403.50
D	Streets (replaces Asset No. 12589)	1	110-5900-531-6213	101859	\$52,000	\$47,403.50
D	Utilities (replaces Asset No. 12918)	1	520-5400-535-6213	101923	\$48,000	\$47,403.50
D	Utilities (replaces Asset No.12919)	1	520-5400-535-6213	101924	\$48,000	\$47,403.50
D	Utilities (replaces Asset No. 12968)	1	520-5400-535-6213	101925	\$48,000	\$47,403.50
D	Utilities (replaces Asset No. 13133)	1	520-5400-535-6213	101926	\$48,000	\$47,403.50
D	Utilities (replaces Asset No. 12967)	1	520-5200-535-6213	101937	\$48,000	\$47,403.50

D	Utilities (replaces Asset No. 13132)	1	520-5200-535-6213	102040	\$48,960	\$47,403.50
D	Utilities (new fleet addition for Maintenance Crew #7)	1	520-5200-535-6213	102044	\$52,000	\$47,403.50
D	Utilities (new fleet addition for Maintenance Crew #3)	1	520-5200-535-6213	102045	\$49,000	\$47,403.50
D	Utilities (new fleet addition for Maintenance Crew #2)	1	520-5400-535-6213	102049	\$49,000	\$47,403.50
Subtotal					\$647,960	\$616,245.50

Bid Tabulation E – Six 1-Ton Light Duty 4x2 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickups:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
E	Parks (replaces Asset No. 12356)	1	110-5935-552-6213	101887	\$43,000	\$44,313.50
E	Parks (new fleet addition for Irrigation Crew)	1	520-5000-535-6213	101889	\$43,000	\$44,313.50
E	Utilities (replaces Asset No. 12588)	1	520-5400-535-6213	102035	\$48,960	\$44,313.50
E	Utilities (replaces Asset No. 12354)	1	520-5400-535-6213	102036	\$48,960	\$44,313.50
E	Utilities (replaces Asset No. 12355)	1	520-5200-535-6213	102041	\$48,960	\$44,313.50
E	Utilities (new fleet addition for Maintenance Crew #1)	1	520-5200-535-6213	102042	\$49,000	\$44,313.50
Subtotal					\$330,840	\$265,881.00

Whereas, Staff recommends award of the following five bids for 20 vehicles to Grapevine DCJ, LLC - the only exceptions taken by Grapevine DCJ, LLC relates to the tank size being 32 gallon versus the specified 36 gallon and the wheel base and tire size being 140-inch versus the specified 141-inch, of which both exceptions are deemed acceptable by Staff as they will not impact the overall efficiency of the vehicle:

Bid Tabulation A – Fourteen ½-Ton Light Duty 4x2 Full-Size Pickups:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
A	Animal Control (replaces Asset No. 13518)	1	110-5921-529-6213	102064	\$37,700	\$26,236
A	Code Compliance (replaces Asset No.	1	110-5900-524-6213	101869	\$32,000	\$27,496

	12136)					
A	Code Compliance (new fleet addition for Code Officer)	1	110-5900-524-6213	102065	\$33,800	\$27,496
A	Transform Temple (new fleet addition for Transform Temple Agent)	1	110-3795-524-6213	102101	\$32,700	\$27,496
A	Metering (replaces Asset No. 12825)	1	520-5300-535-6213	101932	\$32,000	\$27,496
A	Metering (replaces Asset No. 13513)	1	520-5300-535-6213	102037	\$32,700	\$27,496
A	Metering (replaces Asset No. 13127)	1	520-5300-535-6213	102038	\$32,700	\$27,496
A	Metering (replaces Asset No. 13126)	1	520-5300-535-6213	102039	\$32,700	\$27,496
A	Parks (replaces Asset No. 12345)	1	110-5935-552-6213	101888	\$32,000	\$27,496
A	Permitting/Construction Safety (replaces Asset No. 12821)	1	110-5947-519-6213	101885	\$32,000	\$27,496
A	Permitting/Construction Safety (replaces Asset No. 12820)	1	110-5947-519-6213	102081	\$32,700	\$27,496
A	Solid Waste (replaces Asset No. 13131)	1	110-5900-540-6213	102088	\$32,700	\$27,496
A	Streets (replaces Asset No. 12967)	1	110-5900-531-6213	101910	\$32,000	\$27,496
A	Utilities (new fleet addition for Crew Leader)	1	520-5200-535-6213 520-5400-535-6213	101934	\$16,000 \$16,000	\$27,496
Subtotal					\$459,700	\$383,684

(In accordance with the City's adopted Local Preference Policy, Council does have the option to award the fourteen ½ Ton Light Duty 4x2 Full-Size Pickups to Johnson Brothers Ford II, Ltd. in the amount of \$389,023.14, versus the low bid of \$383,684.00 from Grapevine DCJ, LLC, a \$5,339.14 spread - Johnson Brother's bid is 1.4% higher than Grapevine DCJ, LLC's low bid)

Bid Tabulation B – One ½ Ton Light Duty 4x2 Full-Size Crew Cab Pickup:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
B	Facility Services (replaces Asset No. 12135)	1	110-5924-519-6213	101872	\$34,000	\$28,853

Subtotal		\$34,000	\$28,853
-----------------	--	----------	----------

Bid Tabulation H – One ½ Ton Light Duty 4x2 Full-Size Crew Cab Pickup:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
H	Fire (replaces Asset No. 13124)	1	110-5900-522-6213	102068	\$32,700	\$30,044
Subtotal					\$32,700	\$30,044

(In accordance with the City's adopted Local Preference Policy, Council does have the option to award the one ½ Ton Light Duty 4x2 Full-Size Crew Cab Pickup to Johnson Brothers Ford II, Ltd. in the amount of \$30,949.82, versus the low bid of \$30,044.00 from Grapevine DCJ, LLC., a \$905.82 spread. Johnson Brothers Ford's bid is 3.0% higher than Grapevine DCJ's low bid)

Bid Tabulation I – One ½-Ton Light Duty 4x4 Full-Size Crew Cab Pickup:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
I	Fire (replaces Asset No. 12574)	1	110-5900-522-6213	102068	\$32,640	\$33,070
Subtotal					\$32,640	\$33,070

Bid Tabulation J – Three ½-Ton Light Duty 4x4 Full-Size Extra Cab Pickups:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
J	Utilities (replaces Asset No. 12969)	1	520-5400-535-6213	102034	\$34,245	\$30,505
J	Utilities (new fleet addition for Utility Foreman)	1	520-5200-535-6213	102043	\$40,000	\$30,505
J	Utilities (new fleet addition for Utility Manager)	1	520-5200-535-6213 520-5400-535-6213	102046	\$20,000 \$20,000	\$30,505
Subtotal					\$114,245	\$91,515

(In accordance with the City's adopted Local Preference Policy, Council does have the option to award the three ½-Ton Light Duty 4x4 Full-Size Extra Cab Pickups to Johnson Brothers Ford II, Ltd. in the amount of \$94,378.44, versus the low bid of \$91,515.00 from Grapevine DCJ, LLC., a \$2,863.44 spread - Johnson Brother's bid is 3.1% higher than Grapevine DCJ's low bid)

Whereas, Staff recommends award of the following one bid for one vehicle to Gunn Chevrolet who took no exception to the vehicle specifications:

Bid Tabulation G – One 1-Ton Light Duty 4x4 Regular Cab & Chassis, Dual Rear Wheels with Utility Body Pickup:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
G	Utilities (replaces Asset No. 13139)	1	520-5400-535-6213	101927	\$50,000	\$117,526
Subtotal					\$50,000	\$117,526

(the Recommended Bid award is substantially higher than the Budget due to a mounted valve operator/exerciser and vacuum that were bid as ‘options’ - these options are mounted equipment that are valuable equipment that Staff recommends replacing along with the truck)

Whereas, Staff recommends award of the following two bids for two vehicles to Johnson Brothers Ford II, Ltd who took no exception to the vehicle specifications:

Bid Tabulation C – One ¾-Ton Light Duty 4x2 Full-Size Regular Cab Pickup:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
C	Facility Services (replaces Asset No. 10638)	1	110-5924-519-6213	101871	\$43,000	\$27,964.73
Subtotal					\$43,000	\$27,964.73

Bid Tabulation F – One 1-Ton Medium Roof 15 Passenger Van:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
F	Parks (replaces Asset No. 11143)	1	110-5932-551-6213	101899	\$35,140	\$37,581.95
Subtotal					\$35,140	\$37,581.95

Whereas, Staff recommends award of the following one bid for one vehicle to Temple Mac Haik Dodge with the exceptions noted by Temple Mac Haik Dodge are deemed acceptable by Staff as they will not impact the overall efficiency of the vehicle:

Bid Tabulation K – One 6-Passenger Mini Van:

Bid Tab	Description	Qty	Account	Project #	Budget	Recommended Bid
K	Transform Temple (new fleet addition for Project Agent)	1	110-3795-524-6213	102102	\$25,955	\$24,222
Subtotal					\$25,955	\$24,222

Whereas, the vehicles scheduled for replacement have been evaluated to ensure the most sustainable and fuel-efficient vehicles that meet the needs of each department are being purchased - funding for these purchases is included in the adopted fiscal year 2020 Budget in the accounts as defined above; 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 43 vehicles from various vendors in the total amount of \$1,656,587.18, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute any documents that may be necessary for these purchases.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **16th** day of **April, 2020.**

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Hedrick
Interim City Secretary

Kathryn H. Davis
City Attorney