



**MEETING OF THE  
TEMPLE CITY COUNCIL**

**MUNICIPAL BUILDING  
2 NORTH MAIN STREET  
3<sup>rd</sup> FLOOR – CONFERENCE ROOM**

**THURSDAY, MARCH 5, 2020**

**2:00 P.M.**

**AGENDA**

**CITY COUNCIL WORKSHOP AGENDA:**

**I. PUBLIC COMMENTS**

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

**II. WORK SESSION**

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, March 5, 2020.
2. Discuss Neighborhood Planning Districts
3. Discuss the Housing Reinvestment Strategy.
4. Receive presentation appointing members for 2020 Spring Boards and Commissions.
5. Discuss proposed Strategic Investment Zone grant program amendments.
6. Discuss Child Safety Zones and Registered Sex Offender Residency Restrictions.

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

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5:00 P.M.

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

**TEMPLE CITY COUNCIL**  
**REGULAR MEETING AGENDA**

**I. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

**II. PUBLIC COMMENTS**

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

**III. CONSENT AGENDA**

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

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

**Minutes**

- (A) [February 13, 2020 Special Called Meeting](#)
- (B) [February 20, 2020 Special & Regular Called Meeting](#)

**Contracts, Leases, & Bids**

- (C) [2020-9993-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP, of Temple for design and bidding phase services required for the 920 Pressure Plane Elevated Storage Tank located within the industrial park in northwest Temple, in the amount of \$179,565.
- (D) [2020-9994-R](#): Consider adopting a resolution authorizing a contract amendment #8 to the professional services agreement with Kasberg, Patrick & Associates, LP, in an amount not to exceed \$73,715, for additional services needed to phase the design of Research Parkway (North Outer Loop) from IH35 to Central Pointe Parkway within the Reinvestment Zone No.1 in northwest Temple.

- (E) [2020-9995-R](#): Consider adopting a resolution authorizing an interlocal agreement with Temple Independent School District for the bidding and construction of Improvements along North 31st Street adjacent to and on TISD's High School Campus located at 415 North 31st Street, and each party will pay all costs related to the construction of its portion of the improvements.
- (F) [2020-9996-R](#): Consider adopting a resolution authorizing change order #12 to the construction contract with Emerson Construction Company, Inc., of Temple, for the construction of roadway, pedestrian, and landscaping improvements on the north side of Avenue B from 1<sup>st</sup> Street to Main Street, in the amount of \$167,273.87.
- (G) [2020-9997-R](#): Consider adopting a resolution authorizing change order #13 to the construction contract with Emerson Construction Company, Inc., of Temple, for the construction of waterline improvements in Avenue B from 3<sup>rd</sup> Street to Main Street and in the 1<sup>st</sup>/3<sup>rd</sup> Street Alley from Avenue B to Central Avenue in the amount of \$386,323.45.
- (H) [2020-9998-R](#): Consider adopting a resolution granting a temporary construction easement to Atmos Energy Corporation to construct underground gas pipeline facilities as part of the replacement of an existing gas pipeline.
- (I) [2020-9999-R](#): Consider adopting a resolution authorizing the release of two utility easements situated on Lots Twelve and Thirteen, Block Eleven, of Hollywood, First Extension, an addition to the City of Temple, Cabinet A, Slide 128-D, Plat Records of Bell County, Texas.
- (J) [2020-0001-R](#): Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through the COPS Hiring Program through the Community Oriented Policing Services of the United States Department of Justice to hire three new police officer positions.
- (K) [2020-0002-R](#): Consider adopting a resolution to ratify the application for and acceptance of grant funds from the Office of the Governor, Homeland Security Grants Division's Homeland Security Law Enforcement Terrorism Prevention Activities grant program for the purchase of Hazardous materials equipment.
- (L) [2020-0003-R](#): Consider adopting a resolution authorizing the purchase of one marked police vehicle from Caldwell Country Ford, dba Rockdale Country Ford, LLC, of Rockdale, in the amount of \$51,055.

### **Ordinances – Second & Final Readings**

- (M) [2020-5018](#): SECOND & FINAL READING: Consider adopting an ordinance titled, "Chapter 11, Cemeteries," of the City of Temple's Code of Ordinances.

### **Misc.**

- (N) [2020-0004-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2019-2020.
- (O) [2020-0005-R](#): Consider adopting a resolution declaring the candidates for General Election of May 2, 2020, District 2 and District 3 City Councilmembers, as unopposed and elected to office; thereby canceling the election as ordered.

## **IV. REGULAR AGENDA**

### **ORDINANCES**

4. **2020-5020:** FIRST READING – PUBLIC HEARING: Consider adopting an ordinance authorizing an amendment and adopting the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional funding for North 31<sup>st</sup> Street Improvements in FY 2020.
5. **2020-5021:** FIRST READING – PUBLIC HEARING – FY-20-1-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 143.985 +/- acres of land, located on the east side of Hartrick Bluff Road approximately one mile south of its intersection with FM 93, Bell County, Texas.
6. **2020-5022:** FIRST READING – PUBLIC HEARING – FY-20-13-ZC: Consider adopting an ordinance authorizing a rezoning from Multiple Family-Two to Office-Two zoning district on 12.154 +/- acres, located on Lot 1, Block 1, Hilliard Crossing, Bell County, Texas, addressed as 7154 Honeysuckle Drive.

### **BOARD APPOINTMENTS**

7. **2020-0006-R** Consider adopting a resolution appointing members to the following City boards and commissions:
  - (A) Building Board of Appeals – four members to fill expiring terms through March 1, 2024;
  - (B) Building & Standards Commission – two members (one alternate & one commissioner) to fill an unexpired term through March 1, 2021; and four members (one alternate & three commissioners) to fill expiring terms through March 1, 2022;
  - (C) Development Standards Advisory Board - three members to fill an expiring term through March 1, 2023;
  - (D) Parks & Recreational Services Advisory Board – two members to fill expiring terms through March 1, 2023;
  - (E) Temple Public Safety Advisory Board – one member to fill an unexpired term through September 1, 2020;
  - (F) Zoning Board of Adjustment – five members to fill expiring terms through March 1, 2022;

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

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I hereby certify that a true and correct copy of this Notice of Meeting was published to the City of Temple's website at 8:30 AM, March 2, 2020. This notice was posted in a public place at 8:40 AM, this same day.



Interim City Secretary

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



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(A-B)  
Consent Agenda  
Page 1 of 1

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

Stephanie Hedrick, Interim City Secretary

**ITEM DESCRIPTION:** Approve Minutes:

- (A) February 13, 2020 Special Called Meeting
- (B) February 20, 2020 Special & 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:**

[February 13, 2020 Special Called Meeting Minutes / Video](#)  
[February 20, 2020 Special & Regular Called Meeting Minutes / Video](#)



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(C)  
Consent Agenda  
Page 1 of 2

**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 a professional services agreement with Kasberg, Patrick, & Associates, LP, of Temple for design and bidding phase services required for the 920 Pressure Plane Elevated Storage Tank located within the industrial park in northwest Temple, in the amount of \$179,565.

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

**ITEM SUMMARY:** The City of Temple's water demand projections and water modeling of the 920 Pressure Plane identify the need for an additional elevated storage tank, specifically in the City's Industrial Park (see project map). This elevated storage tank will facilitate both proposed and future growth in the Industrial Park. As identified in the attached engineer's proposal, this agreement will authorize KPA to perform site investigations, determine the needed tank capacity and design, obtain TCEQ and FAA agency approval, and includes bidding phase services. Design fees for increasing proposed Outer Loop Waterline Plans from 12" to 24" diameter to support this proposed elevated tank are also included.

Consultant services recommended under this professional services agreement include:

**Professional Services**

Preliminary Engineering / Site Selection	\$ 13,800
Design Surveys	4,025
Civil and Electrical Plans & Specifications	131,300
Outer Loop Waterline Plan Revisions	1,600
Geotech and Archeological Investigations	9,020
Phase 1 Environmental Investigation	3,460
Site Acquisition Notes, Stakeholder Support	4,680
TCEQ and FAA Submittal & Review	3,680
Bidding Services	<u>8,000</u>

**Professional Fees TOTAL** **\$ 179,565**

The preliminary opinion of probable construction cost ranges from \$4,100,00 to \$5,600,000, depending on the final determination of the tank capacity.

**FISCAL IMPACT:** Funding for the professional services agreement with Kasberg, Patrick, & Associates, LP for design and bidding phase services required for the 920 Pressure Plane Elevated Storage Tank in the amount of \$179,565 is available in account 561-5100-535-6546, project 102228, as follows:

Project Budget	\$	179,565
Encumbered/Committed to Date		-
Kasberg, Patrick & Associates, LP		(179,565)
<b>Remaining Project Funds Available</b>	<b>\$</b>	<b>-</b>

**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

February 13, 2020

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

Re: City of Temple  
Proposed 920 Pressure Plane Elevated Storage Tank

Dear Mr. Bond:

This letter proposal is in response to the City's request for engineering services required for an Elevated Storage Tank at a site to be determined, but generally located along Moores Mill Road east of Wendland Road. The capacity of this elevated storage tank is planned to be 2 to 3 Million Gallons, based on water demand projections and water modeling for the pressure plane and more specifically the industrial park.

This project consists of the elevated tank design, geotechnical investigations, including topographic surveys, environmental and cultural resources assessments. The proposal includes a revision to the Outer Loop Waterline Plans to increase it from 12" diameter to 24" or larger as required to support the elevated tank. Our preliminary of opinion of probable construction cost is \$4.1 Million to \$5.6 Million for the elevated storage tank, which is dependent on the final determination of the necessary capacity of the tank.



The charges for our services will be a lump sum amount of \$179,565, as detailed below.

<u>Professional Services for Elevated Storage Tank and Water Line</u>		
Design Surveys	\$	4,025.00
Preliminary Engineering/Site Selection/ Capacity Determination		13,800.00
Plans and Specifications (Civil)		104,100.00
Plans and Specifications (Electrical)		27,200.00
Outer Loop Waterline Plan Revisions		1,600.00
Geotechnical Investigations		7,370.00
Archeological Investigations		1,650.00
Phase I Environmental Investigation		3,460.00
Field Notes and Sketch for Site Acquisition		2,000.00
TCEQ Submittal and Review		2,600.00
FAA Submittal and Review		1,080.00
Stakeholder Meeting Support		2,680.00
Bidding		8,000.00
<b>Total</b>	<b>\$</b>	<b>179,565.00</b>

The Lump Sum Amount for the project will not be exceeded unless the scope of the project is changed and additional work is authorized in writing. We will invoice this work for percent complete on a monthly basis.

If this proposal meets with your approval, please execute below and return one copy to us for our files. We will complete the work required for submission to TCEQ and FAA for review within 150 calendar days. As always, we look forward to working with you on this project.

Sincerely,



Ginger R. Tolbert, P.E.  
Partner

## **EXHIBIT B**

### **Scope of Services**

#### **Proposed 920 Pressure Plane Elevated Storage Tank**

- I. Basic Services
  - A. Design Surveys
    - 1. Provide Design Survey for elevated storage tank site.
  - B. Preliminary Engineering/Capacity Determination
    - 1. Evaluate updated water demands in the 920 Pressure Plane as related to anticipated expansions in the North Industrial Park.
    - 2. Perform water model analysis of the system for proposed elevated storage tanks ranging in capacity from 2 to 3 Million Gallons.
    - 3. Provide recommendation for capacity of the elevated storage tank.
    - 4. Meeting with City Staff to review findings and recommendations.
    - 5. Provide Opinion of Probable Construction Cost.
  - C. Plans and Specifications
    - 1. Process design survey, create existing ground surface and illustrate topographical features;
    - 2. Prepare Plans and Specifications for construction of the proposed elevated storage tank for review by City Staff;
    - 3. Prepare Quantity Take-off;
    - 4. Prepare Opinion of Probable Construction Cost;
    - 5. Prepare Bid Schedule;
    - 6. Incorporate Comments;
    - 7. Prepare Final Bid Documents.
  - D. Revise Outer Loop Water Line Plans
    - 1. Determine water line sizing based on selected elevated storage tank capacity;
    - 2. Revise water line plans prepared as part of the Outer Loop project;
    - 3. Incorporate water line plans into bid package for elevated storage tank project.
  - E. Bidding
    - 1. Solicit bidders;
    - 2. Monitor status/number of bidders on plan holders list;
    - 3. Answer potential bidders questions;
    - 4. Conduct pre-bid conference;
    - 5. Prepare addenda as required;
    - 6. Attend bid opening;
    - 7. Tabulate bids and recommend contract award.

## II. Special Services

### A. Environmental/Archeological Services

1. KPA will perform the Phase I Environmental Investigation including a report to explain the findings and recommendations for further action, if any;
2. KPA will utilize Terracon Consulting Engineers & Scientists to provide Archeological Services. Terracon's preliminary research indicates that due to previous disturbance of this area, field testing will not be required and is therefore, not included in this scope of services. Terracon will provide a letter report documenting site conditions and seeking concurrence from the Texas Historical Commission (THC) that no survey is required.

### B. TCEQ and FAA Submittals

1. KPA will provide the letter report, plans and specification and an exception request (if required) to TCEQ for review and approval;
2. KPA will also prepare the submittal to the FAA for their review and approval.

### C. Easement Documents

1. KPA will utilize All County Surveying to provide field note descriptions and sketches for conveyance of the site to the City of Temple;
2. Our services do not include obtaining right of entry or acquisition services.

### D. Geotechnical Investigation

1. KPA will utilize Langerman Foster Engineering Company (LFE) to perform the investigation to include bores at the tank site;



MOORES MILL

FUTURE OUTER LOOP

BREWSTER ROAD

WENDLAND ROAD

PROPOSED EST



0 200 400

HORIZONTAL SCALE IN FEET



CITY OF TEMPLE, TEXAS

PROPOSED TANK SITE

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

FEBRUARY 2020

EXHIBIT A

RESOLUTION NO. 2020-9993-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK AND ASSOCIATES, LP OF TEMPLE, TEXAS IN THE AMOUNT OF \$179,565, FOR DESIGN AND BIDDING PHASE SERVICES REQUIRED FOR THE 920 PRESSURE PLANE ELEVATED STORAGE TANK; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City's water demand projections and water modeling of the 920 Pressure Plane identify the need for an additional elevated storage tank in the city's Industrial Park to facilitate both proposed and future growth;

**Whereas**, this agreement will authorize Kasberg, Patrick and Associates, LP to perform site investigations, determine the needed tank capacity and design, obtain TCEQ and FAA agency approval, and includes bidding phase services and design fees for increasing proposed Outer Loop Waterline Plans from 12-inch to 24-inch diameter to support this proposed elevated tank;

**Whereas**, Staff recommends Council authorize a professional services agreement with Kasberg, Patrick and Associates, LP of Temple, Texas in the amount of \$179,565, for design and bidding phase services required for the 920 Pressure Plane Elevated Storage Tank;

**Whereas**, funding for this professional services agreement is available in Account No. 561-5100-535-6546, Project No. 102228; 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 a professional services agreement with Kasberg, Patrick and Associates, LP of Temple, Texas in the amount of \$179,565, for design and bidding phase services required for the 920 Pressure Plane Elevated Storage Tank.

**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 5<sup>th</sup> day of **March, 2020**.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(D)  
Consent 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 contract amendment #8 to the professional services agreement with Kasberg, Patrick & Associates, LP, in an amount not to exceed \$73,715, for additional services needed to phase the design of Research Parkway (North Outer Loop) from IH35 to Central Pointe Parkway within the Reinvestment Zone No.1 in northwest Temple.

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

**ITEM SUMMARY:** On August 15, 2013, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP, (KPA) in the amount of \$1,864,020 to design the roadway, drainage, utilities, striping, and signage for the completion of the outer loop from its current terminus at Central Pointe Parkway to IH35.

Contract Amendments (CA) #1-7 have been previously approved in the amount of \$217,131. On February 26, 2020, the Reinvestment Zone No. 1 Board (RZ) approved to recommend that Council authorize this contract amendment to the professional services agreement. With the Council's authorization of CA #8 in the amount of \$73,715, the revised contract amount will be \$2,154,866.

KPA has submitted the attached engineer's proposal as requested during the RZ Project Committee meeting held on February 12, 2020. Plans for the project are complete from IH 35 to Central Pointe Parkway. Similar to CA #3 and #6, this current amendment will separate out the last phase of plans from the initial entire plan set from IH 35 to Central Pointe Parkway. This new phase, now called Phase 3, will extend from the end of Phase 1 near the intersection with McLane Parkway to the beginning of Phase 2 near the intersection with Wendland Road. See the attached project map.

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

Professional Services to Modify Plans

General Sheets	\$ 6,725
Erosion Control Sheets	1,780
Traffic Control Sheets	12,150
Grading Sheets	10,525
Phasing Sheets	11,625
Plan & Profile Sheets	12,975
Cross Section Sheets	7,975
Storm Drain Sheets	6,400
Landscape Sheets	1,780
Electrical Sheets	<u>1,780</u>
<b>TOTAL</b>	<b><u>\$ 73,715</u></b>

The revised opinion of probable construction cost for Phase 3 is \$12,000,000. These plan modifications will require 90 additional calendar days.

**FISCAL IMPACT:** Funding is available in the Reinvestment Zone No. 1 Financing and Project Plan, line 310, account 795-9800-531-6864, project 101001, to fund contract amendment #8 for additional services needed to phase the design of the Outer Loop from McLane Parkway to Wendland Road in the amount of \$73,715 as shown below:

	Project Budget	\$ 2,425,000
	Encumbered/Committed to Date	(2,326,731)
	<b>Contract Amendment # 8 - KPA</b>	<b><u>(73,715)</u></b>
	<b>Remaining Project Funds</b>	<b><u>\$ 24,554</u></b>

Funding for construction of this phase of the Outer Loop project is in the Financing and Project Plan in FY 2022.

**ATTACHMENTS:**

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

February 17, 2020

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

Re: City of Temple  
Outer Loop (Wendland Road to McLane Parkway)

Dear Mr. Billeck:

At the request of the City of Temple Reinvestment Zone #1 (TRZ), we are submitting this contract amendment proposal for the above referenced project. The current plans for the project are complete with an incorporated design as a complete project from IH35 to Central Pointe Parkway. This amendment will modify the current plan set to phase the project from Wendland Road to McLane Parkway. Our Preliminary Opinion of Probable Construction Cost for the project phased as described above is \$12,000,000.

The work to be performed by KPA under this contract amendment consists of modifying the existing plans to meet the project phasing set out with the Temple Reinvestment Zone's current financing and master plan. The current completed project plans will be modified to incorporate the phasing already completed for the Outer Loop section of Central Pointe Parkway to McLane Parkway and IH-35 to Wendland Road.

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

KPA will perform quality control and quality assurance (QA/QC) on all deliverables associated with the project. All traffic control will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

The following modifications to the existing plans will be performed:

I. Plan Modifications

- A. **General** – The index sheets and all titles blocks will require modification to change the project from a full connection at Central Point Parkway to IH35 to a connection north of McLane Parkway to Wendland Road. The cost to modify these sheets is \$6,725.
- B. **Erosion Control** - The erosion control sheets will require modification for the revised connection and tie in north of McLane Parkway. The cost to modify these sheets is \$1,780.
- C. **Traffic Control** – The Traffic control and phasing for the project will be modified to incorporate the completed sections for the Outer Loop. The cost to modify these sheets is \$12,150.
- D. **Grading Sheets** – The grading sheets will be modified for the connection north of McLane Parkway along with revisions to the quantity calculations for the revisions to the project. This will include modification of the current proposed surface. The cost to modify these sheets and the current surface is \$10,525.
- E. **Phasing Sheets** – The phasing sheets will need to be modified and re-designed to phase the project for the revisions. The cost to modify these sheets is \$11,625.
- F. **Plan Profile Sheets** – The roadway plan-profile sheets will require modification to both the horizontal and vertical geometry for a connection north of McLane Parkway. This will require a design to transition from two lane future connection at both McLane Parkway and Wendland Road to a four-lane section with 122 feet from back of curb to back of curb, including underground storm sewer. The design will meet the current design speed at the connection of Old Howard Road. The cost to modify these sheets is \$12,975.
- G. **Cross Sections** – The cross sections will require modification from McLane Parkway to the connection with Wendland Road. The cost to modify these sheets is \$7,975.
- H. **Storm Drain Sheets** – The project will be redesigned at the connections to incorporate storm water phasing and connections at both Wendland Road and McLane Parkway. This will need to include plan and profile. The cost to modify these sheets is \$6,400.
- I. **Landscape Sheets** – There will be modifications to the Landscape Sheets at the transition north of McLane Parkway and at Wendland Road. The cost to modify these sheets is \$1,780.
- J. **Electric Sheets** – There will be modifications to the Electric Sheets for roadway lighting in the median. The cost to modify these sheets is \$1,780.

Mr. James Billeck, P.E.  
February 17, 2020  
Page 3

The revisions to the Outer Loop Plans to phase the project from Wendland Road to McLane Parkway can be completed for the lump sum price of \$73,715. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. David Patrick", with a long horizontal flourish extending to the right.

R. David Patrick, P.E., CFM

xc: File

**ATTACHMENT "C"**

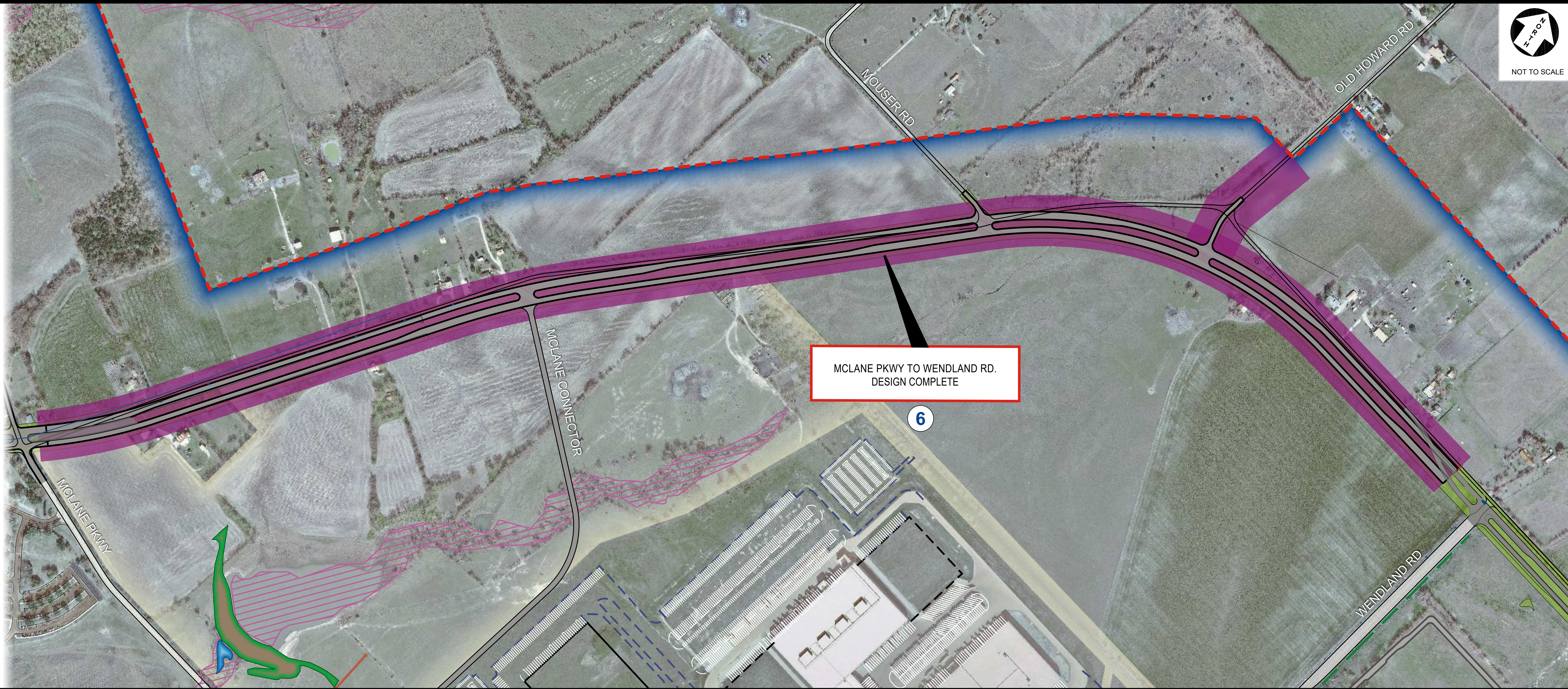
**Charges for Additional Services**

**City of Temple  
Outer Loop (Wendland Road to McLane Parkway)  
Phasing Amendment**

<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 – 85.00/hour
Project Engineer	2.4	50.00 – 70.00/hour
Engineer-in-Training	2.4	40.00 – 60.00/hour
Engineering Technician	2.4	35.00 – 60.00/hour
CAD Technician	2.4	30.00 – 55.00/hour
Clerical	2.4	15.00 – 35.00/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	150.00/hour
On-Site Representative	2.1	30.00 – 50.00/hour



NOT TO SCALE



6 RESEARCH PARKWAY  
(MCLANE PARKWAY -  
WENDLAND ROAD)

MCLANE PKWY TO WENDLAND RD.  
DESIGN COMPLETE

6

**CONTRACT AMENDMENT (Professional Service Agreements)**

**PROJECT:** TRZ – Final Design-Research Parkway-Central Pointe Parkway to IH35  
**OWNER:** City of Temple  
**ENGINEER:** Kasberg, Patrick & Associates, LP  
**AMENDMENT #:** 8  
**PO #:** 182207

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

<b>Plan Revision &amp; Phasing</b>	\$ <u>73,715.00</u>
<b>TOTAL</b>	\$ <u>73,715.00</u>

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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.

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<b>Original Contract Amount:</b>	\$ <u>1,864,020.00</u>
<b>Previous Net Change in Contract Amount:</b>	\$ <u>217,131.00</u>
<b>Amount This Amendment:</b>	\$ <u>73,715.00</u>
<b>Revised Contract Amount:</b>	\$ <u>2,154,866.00</u>
<b>Original Contract Completion Date:</b>	<u>November 9, 2014</u>
<b>Revised Contract Completion Date:</b>	<u>June 30, 2020</u>

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**Recommended by:**

\_\_\_\_\_  
Project Manager Date

**Agreed to:**

  
\_\_\_\_\_  
Architect or Engineer Date 02/15/2020

**Approved by City of Temple:**

\_\_\_\_\_  
City Manager Date

**Approved as to form:**

\_\_\_\_\_  
City Attorney's Office Date

**Approved by Finance Department:**

\_\_\_\_\_  
Date

RESOLUTION NO. 2020-9994-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP OF TEMPLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$73,715, FOR ADDITIONAL SERVICES NEEDED TO PHASE THE DESIGN OF RESEARCH PARKWAY FROM IH35 TO CENTRAL POINTE PARKWAY WITHIN THE REINVESTMENT ZONE NO. 1 IN NORTHWEST TEMPLE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 15, 2013, Council authorized a professional services agreement with Kasberg Patrick & Associates, LP (“KPA”) in the amount of \$1,864,020 to design the roadway, drainage, utilities, striping, and signage for the completion of the outer loop from its current terminus at Central Pointe Parkway to IH35;

**Whereas**, Contract Amendments Nos. 1-7 have been previously approved in the amount of \$217,131.00;

**Whereas**, plans for the project are complete from IH 35 to Central Pointe Parkway and like Contract Amendments No. 3 and No. 6, this current amendment will separate out the last phase of plans from the initial entire plan set from IH 35 to Central Pointe Parkway - this new phase, Phase 3, will extend from the end of Phase 1 near the intersection with McLane Parkway to the beginning of Phase 2 near the intersection with Wendland Road;

**Whereas**, the Reinvestment Zone No. 1 Board recommended approval of this change order at their February 26, 2020 Board meeting;

**Whereas**, Staff recommends Council authorize Contract Amendment No. 8 to the professional services agreement with Kasberg, Patrick & Associates, LP in an amount not to exceed \$73,715, for additional services needed to phase the design of Research Parkway from IH35 to Central Pointe Parkway within the Reinvestment Zone No. 1 in northwest Temple increasing the contract amount to \$2,154,866;

**Whereas**, funding for Contract Amendment No. 8 is available in Reinvestment Zone No. 1 Financing and Project Plan, Line 310, Account No. 795-9800-531-6864, Project No. 101001; 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 Contract Amendment No. 8 to the professional services agreement with Kasberg, Patrick & Associates, LP in an amount not to exceed \$73,715, for additional services needed to phase the design of Research Parkway from IH35 to Central Pointe Parkway within the Reinvestment Zone No. 1 in northwest 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 this the 5<sup>th</sup> day of **March, 2020**.

THE CITY OF TEMPLE, TEXAS

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(E)  
Consent Agenda  
Page 1 of 2

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

David Olson, PE, CFM, Assistant City Manager  
Kathy Davis, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing an interlocal agreement with Temple Independent School District for the bidding and construction of Improvements along North 31<sup>st</sup> Street adjacent to and on TISD's High School Campus located at 415 North 31<sup>st</sup> Street, and each party will pay all costs related to the construction of its portion of the improvements.

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

**ITEM SUMMARY:** The City of Temple and Temple ISD determined it to be mutually beneficial to combine the construction of improvements on North 31<sup>st</sup> Street with construction activities located on the High School Campus. The interlocal agreement (ILA) will allow the City to administer a contract for construction, and for TISD to participate by paying for its share of construction related to activities on the High School Campus.

City Obligations are as follows:

- The City will bid out and award a contract for the construction of certain public improvements (the "Improvements") along North 31<sup>st</sup> Street adjacent to and on TISD's High School Campus, as generally depicted in Exhibit A. The City will begin construction of the Improvements no later than July 1, 2020 (the "Construction Date").
- Before awarding a contract for the public improvements subject to this agreement, the City will provide TISD the bid details related to the High School Campus parking lot improvements and will await TISD's written notification whether to proceed with that portion of the public improvements before awarding that portion.
- The City will administer the construction contract for the complete project as depicted in Exhibit A, to include making all decisions related to the construction timeline. Each Party shall be responsible for providing periodic inspections and final acceptance of its respective sections of the project as depicted in Exhibit A.
- The project engineer will receive all invoices and determine which charges are attributable to each entity's portion of the public improvements. The Parties agree to pay its portion of the charges directly to the contractor in accordance with the terms of the construction contract.

Temple ISD Obligations are as follows:

- After receiving the bid details for the High School Campus parking lot improvements, TISD will notify the City in writing whether TISD chooses to proceed with that portion of the public improvements. TISD agrees to provide such notice promptly so as to avoid unreasonable delays in the contract award and construction process.
- The project engineer will receive all invoices and determine which charges are attributable to each entity's portion of the public improvements. TISD agrees to pay its portion of the charges directly to the contractor within 30 days of receipt of the invoice or payment notice from the project engineer.
- During construction, TISD will provide periodic inspections and final acceptance of the public improvements constructed on the High School Campus parking lot.

The Reinvestment Zone No. 1 Board recommended approval of this ILA at their February 26, 2020, Board meeting.

**FISCAL IMPACT:** The ILA does not fiscally bind the City to any costs related to TISD's improvements. TISD has approved the costs for construction in the amount of \$2,537,996.02. The project engineer will receive all invoices and determine which charges are attributable to each entity's portion of the public improvements. TISD agrees to pay any undisputed portion of the charges directly to the contractor within 30 days of receipt of the invoice or payment notice from the project engineer.

**ATTACHMENTS:**

[Interlocal Agreement  
Resolution](#)

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TEMPLE, TEXAS, AND  
THE TEMPLE INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement is made and entered into as of the \_\_\_ day of March 2020 (the “Effective Date”), by and between the City of Temple, Texas (the “City”) and Temple Independent School District (the “TISD”), collectively referred to herein as the “Parties.”

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Tex. Govt. Code, §§791.001 *et seq.*, the Parties are empowered to contract with each other for the performance of governmental functions, including the construction of streets, roads, drainage, and other public infrastructure; and

WHEREAS, the City and TISD desire to enter into an interlocal agreement pursuant to which the City will bid out and contract to construct public improvements along North 31<sup>st</sup> Street adjacent to and on TISD’s High School Campus located at 415 North 31<sup>st</sup> Street (the “High School Campus”), and each party will pay all costs related to the construction of its portion of the improvements, subject to the provisions below.

**NOW, THEREFORE**, for the promises and considerations set forth herein, the parties to this Agreement agree as follows:

**1. Term.** The term of this Agreement shall commence upon the Effective Date and expire upon the Parties’ completion of all obligations under this Agreement or upon termination of this Agreement as set forth in the provisions below.

**2. City of Temple Obligations.**

- a. The City will bid out and award a contract for the construction of certain public improvements (the “Improvements”) along North 31<sup>st</sup> Street adjacent to and on TISD’s High School Campus, as generally depicted in Exhibit A. The City is responsible for taking all necessary steps to legally procure the Improvements, including, but not limited to, requiring payment and performance bonds and requirement payment of prevailing wages. The City will begin construction of the Improvements no later than July 1, 2020 (the “Construction Date”). The City shall not make or approve any changes to the TISD-approved scope of work without TISD’s prior written approval. The TISD-approved scope of work and cost is identified in Section 4 below.
- b. Before awarding a contract for the public improvements subject to this agreement, the City will provide TISD the bid details related to the High School Campus parking lot improvements as well as a copy of the proposed contract and will await TISD’s written notification whether to proceed with that portion of the public improvements before awarding that portion. Section 4 below identifies which portion(s) of the project that TISD chooses to proceed with as well as the cost for each portion.

The City will administer the construction contract for the complete project as depicted in Exhibit A, to include making all decisions related to the construction timeline. Each Party shall be responsible for providing periodic inspections and final acceptance of its respective sections of the project as depicted in Exhibit A.

- c. The project engineer will receive all invoices and determine which charges are attributable to each entity's portion of the public improvements. Each Party agrees to pay its portion of the charges directly to the contractor.
- d. TISD is not responsible for any cost or reimbursement of any amount that is not pre-approved by TISD, or that is attributable to a scope of work that has not been pre-approved by TISD.
- e. TISD is wholly responsible for the portion of work to be performed on its property. The City is not responsible for any cost or reimbursement of any work attributable to TISD's portion of this project.

**3. Temple Independent School District's Obligations.**

- a. The TISD-approved scope of work and cost is identified in Section 4 below. TISD's obligations under this Agreement are limited to the approved scope of work and cost identified in Section 4.
- b. The project engineer will receive all invoices and determine which charges are attributable to each entity's portion of the public improvements. TISD agrees to pay any undisputed portion of the charges directly to the contractor within 30 days of receipt of the invoice or payment notice from the project engineer. TISD's agreement to pay the contractor directly is for the exclusive benefit of the City.
- c. During construction, TISD will provide periodic inspections and final acceptance of the public improvements constructed on TISD property.

**4. Approved Scope of Work and Cost.** TISD approves the following scope of work for construction, in accordance with the design documents prepared by the project engineer:

Bid Part D (BASE) (Parking Lot A Main)	\$1,646,299.82
Bid Part E (BASE) (Parking Lot B Gym)	\$542,200.30
Bid Part G (BASE) (Stadium Drive)	\$118,260.50
Bid Part H (Civil for Underground Utilities)	\$231,235.40

The amounts stated in this section are the maximum amounts that TISD is required to pay under this Agreement, unless the parties mutually agree on a change order. The City shall not agree to any change order or other agreement that would increase TISD's costs under this Agreement, or modify the TISD-approved scope of work, without TISD's written agreement specifying the specific cost and scope modifications. TISD shall indicate its approval or disapproval of a pending change order on the change order document. Upon the City's presentation of the change order to

TISD, TISD shall indicate its approval or disapproval of the proposed change on the document with reasonable promptness and without undue delay. TISD's approval of a change order will be solely for the purposes of this Agreement between TISD and the City, and shall not (1) have any contractual effect between TISD and any signatory to the change order, (2) make TISD a party to any contract, (3) make any other person or entity a party to this Agreement, or (4) otherwise be interpreted as an agreement by TISD to assume any contractual responsibilities or duties that are not explicitly stated in this Agreement. No TISD employee or representative has authority to enter into a contract on TISD's behalf with respect to this project with any person or entity, or to modify this Agreement between TISD and the City. TISD's approval of a change order has the sole purpose of authorizing, solely for the purposes of this Agreement, the specific change in the work and the change in cost attributable to that change. Without limiting the foregoing, TISD does not via this Agreement or via approval of a change order assume any contractual responsibility to any contractor, engineer, or other person or entity. TISD is in no way bound to any part of any contract that the City may enter into with any contractor, engineer, or other person or entity, including, but not limited to, any agreement to arbitrate any claims or disputes.

**5. Termination.** The City may terminate this Agreement at any time before a construction contract is awarded by sending written notice of termination to TISD.

**6. Notice and Opportunity to Cure.** Before a Party to this Agreement may pursue any remedies available herein for breach, the Party alleging non-compliance must inform the Party that is alleged to have failed to perform its obligations under this Agreement, in writing, of the failure, and demand performance. No breach of this Agreement may be found to have occurred if performance is commenced within 30 days of receipt of such written notice, and such performance is diligently prosecuted thereafter so that compliance is attained within a commercially reasonable time thereafter.

**7. Default.** In an event of default by any Party beyond the applicable notice and cure period, the non-defaulting Party may (i) terminate this Agreement by the delivery of written notice to the defaulting Party; (ii) enforce specific performance of this Agreement, except where the failure to perform is the result of non-appropriation of funds under Section 8 or where otherwise prohibited by law, and/or (iii) pursue any remedies available to it at law or in equity.

**8. Non-Appropriations Clause.** All expenditures by the City or by TISD to meet its obligations under this Agreement are subject to the City's and TISD's appropriation of funds for such payments in the budget year in which they are to be made. Expenditures by the City or by TISD under this Agreement shall be made solely from annual appropriations of the City or TISD as may be legally set aside and subject to any applicable limitations or procedural requirements.

**9. Notice.** Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District:            Superintendent  
                         Temple Independent School District

401 Santa Fe  
Temple, Texas 76501

City: City Manager  
City of Temple  
2 North Main Street, Suite 306  
Temple, Texas 76501

The foregoing addresses for notice may be changed by either the City or TISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

**10. Project Engineer.** The project engineer is Kasberg, Patrick & Associates, LP. Each party has an independent relationship with the project engineer.

## **11. General Provisions.**

- a. **Interlocal Cooperation.** The City and TISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
- b. **Entire Agreement/Amendments.** This Agreement contains the entire agreement between the parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.
- c. **Invalid Provisions.** Any clause, sentence, paragraph or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.
- d. **Applicable Laws.** This Agreement shall be constructed in accordance with Texas law.
- e. **Governmental Powers/Immunities.** It is understood and agreed that by execution of this Agreement, neither the City nor TISD waives or surrenders any of its governmental powers or immunities.
- f. **No Waiver.** The failure of the City or TISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or TISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

- g. **Force Majeure.** The City and TISD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.
- h. **No Third-Party Beneficiaries.** Notwithstanding any other provision herein, the parties do not intend that any non-party, including, but not limited to, any contractor or engineer on the project, have any right to enforce any part of this Agreement or have any other remedy under this Agreement. To the extent that any part of this Agreement might benefit a non-party, it is the parties' intent that such promise is solely for the benefit of one of the parties, and for no one else. The only parties to this Agreement are TISD and the City.
- i. **Right to Review.** TISD has the right to review the City's records related to any Improvements that are constructed using TISD Funds.
- j. **Assignment.** The City hereby assigns all of its rights and remedies with respect to the work paid for by TISD to TISD. Notwithstanding any other provision herein, the City is under no obligation to pursue or enforce any right or remedy under any contract with any contractor, engineer, or other person or entity with respect to the work paid for by TISD.

**TEMPLE INDEPENDENT  
SCHOOL DISTRICT**

**CITY OF TEMPLE**

\_\_\_\_\_  
Dan Posey, School Board President

\_\_\_\_\_  
Timothy A. Davis, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. 2020-9995-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH TEMPLE INDEPENDENT SCHOOL DISTRICT FOR THE BIDDING AND CONSTRUCTION OF IMPROVEMENTS ALONG NORTH 31ST STREET ADJACENT TO AND ON TISD'S HIGH SCHOOL CAMPUS LOCATED AT 415 NORTH 31ST STREET, AND EACH PARTY WILL PAY ALL COSTS RELATED TO THE CONSTRUCTION OF ITS PORTION OF THE IMPROVEMENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple and Temple Independent School District (TISD) determined it to be mutually beneficial to combine the construction of improvements on North 31st Street with construction activities located on the High School Campus – this agreement will allow the City to administer a contract for construction, and for TISD to participate by paying for its share of construction related to activities on the High School Campus;

**Whereas**, City obligations are as follows:

- The City will bid out and award a contract for the construction of certain public improvements (the “Improvements”) along North 31st Street adjacent to and on TISD’s High School Campus. The City will begin construction of the Improvements no later than July 1, 2020 (the “Construction Date”);
- Before awarding a contract for the public improvements subject to this agreement, the City will provide TISD the bid details related to the High School Campus parking lot improvements and will await TISD’s written notification whether to proceed with that portion of the public improvements before awarding that portion;
- The City will administer the construction contract for the complete project, to include making all decisions related to the construction timeline. Each Party shall be responsible for providing periodic inspections and final acceptance of its respective sections of the project; and
- The project engineer will receive all invoices and determine which charges are attributable to each entity’s portion of the public improvements. The Parties agree to pay their portion of the charges directly to the contractor in accordance with the terms of the construction contract;

**Whereas**, TISD obligations are as follows:

- After receiving the bid details for the High School Campus parking lot improvements, TISD will notify the City in writing whether TISD chooses to proceed with that portion of the public improvements. TISD agrees to provide such notice promptly to avoid unreasonable delays in the contract award and construction process; and
- The project engineer will receive all invoices and determine which charges are attributable to each entity’s portion of the public improvements. TISD agrees to pay its portion of the charges directly to the contractor within 30 days of receipt of the invoice or payment notice from the project engineer;



**Whereas**, during construction, TISD will provide periodic inspections and final acceptance of the public improvements constructed on the High School Campus;

**Whereas**, the Reinvestment Zone No. 1 Board recommended approval of this Interlocal Agreement at their February 26, 2020, Board meeting; 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 Interlocal Agreement with Temple Independent School District for the bidding and construction of Improvements along North 31st Street adjacent to and on TISD’s High School Campus located at 415 North 31st Street, and each party will pay all costs related to the construction of its portion of the improvements.

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

PASSED AND APPROVED this the **5<sup>th</sup>** day of **March, 2020**.

THE CITY OF TEMPLE, TEXAS

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(F)  
Consent Agenda  
Page 1 of 2

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

Kevin Beavers, CPRP, Director of Parks and Recreation

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing change order #12 to the construction contract with Emerson Construction Company, Inc., of Temple, for the construction of roadway, pedestrian, and landscaping improvements on the north side of Avenue B from 1<sup>st</sup> Street to Main Street, in the amount of \$167,273.87.

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

**ITEM SUMMARY:** Authorization of change order #12 to the construction contract with Emerson Construction Company, Inc (Emerson) for the Santa Fe Phase 2 Roadway and Landscaping Improvements will provide for the removal of existing sidewalk and parking spaces on the north side of Avenue B from 1<sup>st</sup> Street to Main Street. New improvements will include new ADA sidewalk and parking, paving, brick pavers, streetlights, landscaping, and other miscellaneous construction items.

Council originally authorized the Santa Fe Plaza Phase 2 construction contract in the amount of \$9,629,872.59 with Emerson Construction on June 7, 2018, that included the construction of 1<sup>st</sup> Street from Avenue B to Avenue A. Change orders #1-11 have been previously approved in the amount of \$1,842,069.67. With the Council's authorization of change order #12 in the amount of \$167,273.87, the revised contract amount will be \$11,639,216.13, a net 20.9% increase to the original contract. See the attached Recommendation Letter and Project Map for further details.

On February 26, 2020, the Reinvestment Zone No. 1 Board (RZ) approved to recommend that Council authorize this change order to the construction contract.

An additional 85 days for construction of the proposed improvements have been included in this change order. The revised completion date is April 30, 2020.

**FISCAL IMPACT:** Funding is available in the Reinvestment Zone No. 1 Financing and Project Plan, line 407, account 795-9500-531-6566, project 101262, to fund change order # 12 with Emerson Construction Company, Inc. for the construction of roadway, pedestrian, and landscaping improvements on the north side of Ave B from 1<sup>st</sup> Street to Main Street in the amount of \$167,273.87 as shown below:

Project Budget	\$	5,035,100
Encumbered/Committed to Date		(4,815,927)
Change Order # 12- Emerson Construction		(167,274)
<b>Remaining Project Funds</b>	<b>\$</b>	<b><u>51,899</u></b>

**ATTACHMENTS:**

- [Recommendation Letter](#)
- [Change Order](#)
- [Project Map](#)
- [Resolution](#)



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

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

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

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

February 17, 2020

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

Re: City of Temple, Texas  
Santa Fe Plaza Phase 2  
Change Order #12

Dear Mr. Beavers:

Attached is Change Order #12 for the Santa Fe Plaza Phase 2 Project. This change order is developed at the request of City Staff to construct improvements from 1<sup>st</sup> Street to Main Street on Avenue B. By issuing this change order the project will complete Avenue B from Santa Fe Plaza to Main Street to include street improvements, pedestrian improvements and landscape elements. The total increase to the project for Change Order #12 is \$167,273.87.

We have reviewed Change Order #12 and recommend it be processed and executed with respect to the Emerson Construction Company, Inc. construction contract for the above referenced project.

Sincerely,

R. David Patrick, P.E., CFM

RDP/rdp

xc: Mr. Bobby Ferguson, Emerson Construction / KPA Project File: 2014-126-40 Phase II

**CHANGE ORDER**

PROJECT: **Santa Fe Plaza Phase II - Roadway & Landscaping**  
 OWNER: **City of Temple**  
 CONTRACTOR: **Emerson Construction Company, Inc.**  
 ENGINEER: **Kasberg, Patrick & Associates**  
 CHANGE ORDER #: **12**

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

<b>Add: Avenue B Improvements: 1st Street to Main Street</b>						
Item	Description	Quantity	Unit	Unit Price	Extended Amount	
CO12-1	Furnish & Install Brick Seat Wall	120	LF	\$ 95.56	\$	11,467.20
	For Designing, Providing, & Installing an Irrigation					
CO12-2	Plan & System Signed & Sealed by a Texas Licensed Irrigation Designer	100%	LS	\$ 17,671.92	\$	17,671.92
CO12-3	Furnish & Install Spill Concrete Curb & Gutter	375	LF	\$ 16.50	\$	6,187.50
CO12-4	Sawcut Existing Roadway	250	LF	\$ 8.80	\$	2,200.00
CO12-5	Unclassified Roadway/Sidewalk/Curb and Gutter Excavation	1,825	CY	\$ 23.25	\$	42,431.25
CO12-6	Furnish & Install 2" Mill and HMAC Type D Overlay	500	SY	\$ 22.00	\$	11,000.00
CO12-7	Furnish & Install 9 CLMB	380	SY	\$ 16.50	\$	6,270.00
CO12-8	Furnish & Install Moisture Conditioned Sub Grade	380	SY	\$ 3.30	\$	1,254.00
CO12-9	Furnish & Install 4" White Thermoplastic Parking	1,695	LF	\$ 4.40	\$	7,458.00
CO12-10	Furnish & Install Street Signage (Stop Sign)	1	EA	308.00	\$	308.00
CO12-11	Furnish & Install Street Signage (2-Hour Parking Sign)	2	EA	385.00	\$	770.00
CO12-12	Furnish & Install S1 Light pole fuse assembly & terminations	2	EA	\$ 550.00	\$	1,100.00
CO12-13	Furnish & Install Light pole concrete pier & grounding	2	EA	\$ 2,530.00	\$	5,060.00
CO12-14	Furnish & Install Single streetlight standard	1	EA	\$ 5,500.00	\$	5,500.00
CO12-15	Furnish & Install 1-2" conduit ductbank with #8 or smaller wire	250	FT	\$ 38.50	\$	9,625.00
CO12-16	Furnish & Install Concrete Scored Sidewalk/Flatwork	320	SY	\$ 58.30	\$	18,656.00
CO12-17	Furnish & Install Concrete pavers, Type A, Including Concrete Subslab	100	SY	\$ 126.15	\$	12,615.00
CO12-18	Furnish & Install Curb Ramp	4	EA	\$ 1,925.00	\$	7,700.00
<b>Subtotal Avenue B Improvements: 1st to Main</b>					\$	<b>167,273.87</b>
<b>Total Change Order #12 (Add)</b>					\$	<b>167,273.87</b>

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

Original Contract Amount	\$	9,629,872.59
Previous Net Change in Contract Amount	\$	1,842,069.67
Net Change in Contract Amount	\$	167,273.87
Revised Contract Amount	\$	11,639,216.13
Original Contract Time		330 days
Previous Net Change in Contract Time		256 days
Net Change in Contract Time		85 days
Revised Contract Time		671 days
Original Final Completion Date		May 25, 2019
Revised Final Completion Date		April 30, 2020

<b>Recommended By:</b>	<b>Recommended by:</b>
_____	 <i>02/18/2020</i>
Project Manager (City Staff) _____ Date _____	Architect/Engineer _____ Date _____
<b>Agreed to:</b>	<b>Approved by City of Temple:</b>
 <i>02/18/2020</i>	_____
Contractor _____ Date _____	Brynn Myers, City Manager _____ Date _____
<b>Approved as to form:</b>	<b>Approved by Finance Department</b>
_____	_____
City Attorney's Office _____ Date _____	Finance _____ Date _____

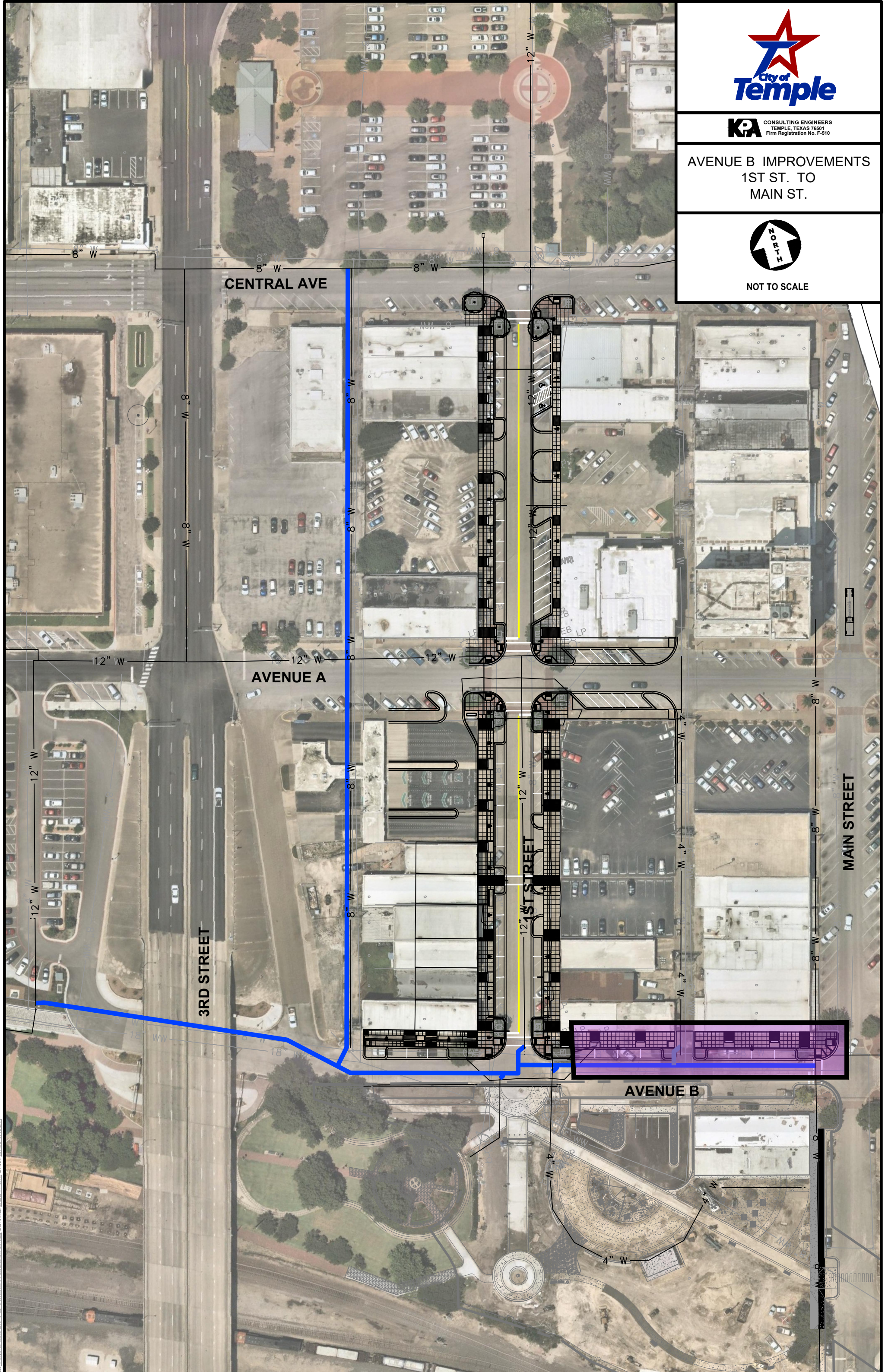


**KPA** CONSULTING ENGINEERS  
 TEMPLE, TEXAS 76501  
 Firm Registration No. F-510

**AVENUE B IMPROVEMENTS  
 1ST ST. TO  
 MAIN ST.**



NOT TO SCALE



RESOLUTION NO. 2020-9996-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CHANGE ORDER NO. 12 WITH EMERSON CONSTRUCTION, INC. OF TEMPLE, TEXAS IN THE AMOUNT OF \$167,273.87, FOR THE CONSTRUCTION OF ROADWAY, PEDESTRIAN, AND LANDSCAPING IMPROVEMENTS ON THE NORTH SIDE OF AVENUE B FROM 1<sup>ST</sup> STREET TO MAIN STREET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, authorization of Change Order No. 12 to the construction contract with Emerson Construction Company, Inc (Emerson) for the Santa Fe Phase 2 Roadway and Landscaping Improvements will provide for the removal of existing sidewalk and parking spaces on the north side of Avenue B from 1<sup>st</sup> Street to Main Street - new improvements will include new Americans with Disabilities Act sidewalks and parking, paving, brick pavers, streetlights, landscaping, and other miscellaneous construction items;

**Whereas**, Council originally authorized the Santa Fe Plaza Phase 2 construction contract in the amount of \$9,629,872.59 with Emerson Construction on June 7, 2018, which included the construction of 1<sup>st</sup> Street from Avenue B to Avenue A - Change Order Nos. 1-11 have been previously approved in the total amount of \$1,842,069.67;

**Whereas**, the Reinvestment Zone No. 1 Board recommended approval of this change order at its February 26, 2020 Board meeting;

**Whereas**, Staff recommends Council authorize Change Order No. 12 to the construction contract with Emerson Construction, Inc. of Temple, Texas in the amount of \$167,273.87 for the construction of roadway, pedestrian, and landscaping improvements on the north side of Avenue B from 1<sup>st</sup> Street to Main Street increasing the contract amount to \$11,639,216.13, a net 20.9% increase to the original contract;

**Whereas**, funding for Change Order No. 12 is available in Reinvestment Zone No. 1 Financing and Project Plan, Line 407, Account No. 795-9500-531-6566, Project No. 101262; 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 Change Order No. 12 to the construction contract with Emerson Construction, Inc. of Temple, Texas in the amount of \$167,273.87, for the construction of roadway, pedestrian, and landscaping improvements on the north side of Avenue B from 1<sup>st</sup> Street to Main Street.

**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 5<sup>th</sup> day of **March, 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

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03/05/20  
Item #3(G)  
Consent Agenda  
Page 1 of 2

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

Kevin Beavers, CPRP, Director of Parks and Recreation

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing change order #13 to the construction contract with Emerson Construction Company, Inc., of Temple, for the construction of waterline improvements in Avenue B from 3<sup>rd</sup> Street to Main Street and in the 1<sup>st</sup>/3<sup>rd</sup> Street Alley from Avenue B to Central Avenue in the amount of \$386,323.45.

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

**ITEM SUMMARY:** Authorization of change order #13 to the construction contract with Emerson Construction Company, Inc. (Emerson) for the Santa Fe Phase 2 Roadway and Landscaping Improvements will replace the undersized and deteriorated existing waterlines located in the alley between 1<sup>st</sup> and 3<sup>rd</sup> Streets from Avenue B to Central Avenue and in Avenue B from 3<sup>rd</sup> Street to Main Street.

Council originally authorized the Santa Fe Plaza Phase 2 construction contract in the amount of \$9,629,872.59 with Emerson Construction on June 7, 2018, that included the construction of 1<sup>st</sup> Street from Avenue B to Avenue A. Change orders #1-11 have been previously approved in the amount of \$1,842,069.67. Change order #12 is included in this Council Agenda as a separate item in the amount of \$167,273.87. With the Council's authorization of change order #13 in the amount of \$386,323.45, the revised contract amount will be \$12,025,539.58, a net 24.88% increase to the original contract. See the attached recommendation letter and project map for further details.

An additional 60 days for construction of the proposed improvements have been included in this change order. The revised completion date is June 29, 2020.

**FISCAL IMPACT:** Funding for change order #13 to the construction contract with Emerson Construction Company, Inc. for the construction of waterline improvements in Avenue B from 3<sup>rd</sup> Street to Main Street and in the 1<sup>st</sup>/3<sup>rd</sup> Street Alley from Avenue B to Central Avenue in the amount of \$386,323.45 is available in account 520-5200-535-6357 as follows:

	<u>Avenue B - 3rd Street to Main</u> <b>101262</b> <b>520-5200-535-6357</b>	<u>3rd Street Alley WL</u> <b>102227</b> <b>520-5200-535-6357</b>	<b>Total</b>
Project Budget	\$ 171,073	\$ 215,251	\$ 386,324
Encumbered/Committed to Date	-	-	-
<b>Emerson Construction Change Order #13</b>	<b>(171,073)</b>	<b>(215,251)</b>	<b>(386,324)</b>
<b>Remaining Project Funds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

- ATTACHMENTS:**
- [Recommendation Letter](#)
  - [Change Order](#)
  - [Project Map](#)
  - [Resolution](#)



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

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

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

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

February 17, 2020

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

Re: City of Temple, Texas  
Santa Fe Plaza Phase 2  
Change Order #13

Dear Mr. Billeck:

Attached is Change Order #13 for the Santa Fe Plaza Phase 2 Project. This change order is developed at the request of City Staff to construct water improvements within the Avenue B rights-of-way from 3<sup>rd</sup> Street to Main Street and in the alley just east of 3<sup>rd</sup> Street from Avenue B to Central Avenue. The waterline in Avenue B will be replaced with a 12-inch waterline and the alley waterline will be an 8-inch waterline. During construction of the Santa Fe Plaza Phase 2 Project, it was discovered the waterline infrastructure has deteriorated to a point of imminent replacement. This change order will replace both waterlines to current standards and sizes and is in accordance with the latest water master plan. The total increase to the project for Change Order #13 is \$386,323.45.

We have reviewed Change Order #13 and recommend it be processed and executed with respect to the Emerson Construction Company, Inc. construction contract for the above referenced project.

Sincerely,

R. David Patrick, P.E., CFM

RDP/rdp

xc: Mr. Bobby Ferguson, Emerson Construction / KPA Project File: 2014-126-40 Phase II

**CHANGE ORDER**

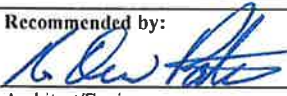

PROJECT: Santa Fe Plaza Phase II - Roadway & Landscaping  
 OWNER: City of Temple  
 CONTRACTOR: Emerson Construction Company, Inc.  
 ENGINEER: Kasberg, Patrick & Associates  
 CHANGE ORDER #: 13

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

<b>Add: Avenue B: 3rd to Main Water Line Improvements &amp; Avenue B to Central Avenue Alleyway Water Line Improvements</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
<b>Avenue B: 3rd to Main Water Line Improvements</b>					
CO13-1	12" PVC Water Line	800	LF	\$ 71.64	\$ 57,312.00
CO13-2	8" C-900 DR-18 PVC Water Line	40	LF	\$ 56.41	\$ 2,256.40
CO13-3	4" C-900 DR-18 PVC Water Line	40	LF	\$ 52.92	\$ 2,116.80
CO13-4	24" Steel Encasement Pipe (Open Cut)	15	LF	\$ 126.62	\$ 1,899.30
CO13-5	12" Gate Valve	3	CY	\$ 2,469.85	\$ 7,409.55
CO13-6	8" Gate Valve	2	SY	\$ 1,520.13	\$ 3,040.26
CO13-7	4" Gate Valve	2	SY	\$ 1,290.13	\$ 2,580.26
CO13-8	12"x12" Tee	1	SY	\$ 1,944.33	\$ 1,944.33
CO13-9	12"x8" Tee	2	LF	\$ 1,807.31	\$ 3,614.62
CO13-10	12"x4" Tee	2	EA	\$ 1,606.78	\$ 3,213.56
CO13-11	12" 90 Bend	1	EA	\$ 1,491.78	\$ 1,491.78
CO13-12	12" 45 Bend	3	EA	\$ 1,434.28	\$ 4,302.84
CO13-13	8" 45 Bend	2	EA	\$ 752.37	\$ 1,504.74
CO13-14	4" 45 Bend	2	EA	\$ 637.37	\$ 1,274.74
CO13-15	Connect to Existing 12" Water Line	2	EA	\$ 3,992.54	\$ 7,985.08
CO13-16	Connect to Existing 8" Water Line	3	EA	\$ 3,976.36	\$ 11,929.08
CO13-17	Connect to Existing 4" Water Line	2	EA	\$ 3,590.04	\$ 7,180.08
CO13-18	Water Line Testing	100%	LS	\$ 8,552.67	\$ 8,552.67
CO13-19	Existing Utility Locates (Hand Dig)	100%	LS	\$ 10,690.83	\$ 10,690.83
CO13-20	Trench Safety Implementation	880	LF	\$ 2.23	\$ 1,962.40
CO13-21	Mobilization	100%	LS	\$ 7,697.40	\$ 7,697.40
CO13-22	Traffic Control Plan	100%	LS	\$ 1,560.00	\$ 1,560.00
CO13-23	Traffic Control Plan Implementation	1	EA	\$ 2,500.00	\$ 2,500.00
CO13-24	Asphalt Trench Repair	880	LF	\$ 15.42	\$ 13,569.60
CO13-25	Concrete Removal	100%	LS	\$ 3,484.25	\$ 3,484.25
<b>Subtotal Avenue B: Water Line Improvements</b>					<b>\$ 171,072.57</b>
<b>Avenue B to Central Avenue Alleyway Water Line Improvements</b>					
CO13-26	8" C-900 DR-18 PVC Water Line	800	LF	\$ 124.33	\$ 99,464.00
CO13-27	24" Steel Encasement Pipe (Open Cut)	15	LF	\$ 129.62	\$ 1,944.30
CO13-28	8" Gate Valve	2	SY	\$ 1,520.13	\$ 3,040.26
CO13-29	8" 45 Bend	2	EA	\$ 752.37	\$ 1,504.74
CO13-30	Connect to Existing 8" Water Line	2	EA	\$ 3,976.36	\$ 7,952.72
CO13-31	Reconnect to Existing Services	13	EA	\$ 3,298.82	\$ 42,884.66
CO13-32	Water Line Testing	100%	LS	\$ 8,552.67	\$ 8,552.67
CO13-33	Existing Utility Locates (Hand Dig)	100%	LS	\$ 14,967.16	\$ 14,967.16
CO13-34	Trench Safety Implementation	800	LF	\$ 2.23	\$ 1,784.00
CO13-35	Mobilization	100%	LS	\$ 6,414.50	\$ 6,414.50
CO13-36	Traffic Control Plan	100%	LS	\$ 1,560.00	\$ 1,560.00
CO13-37	Traffic Control Plan Implementation	1	EA	\$ 4,500.00	\$ 4,500.00
CO13-38	Asphalt Trench Repair	800	LF	\$ 15.42	\$ 12,336.00
CO13-39	Concrete Removal	100%	LS	\$ 8,345.87	\$ 8,345.87
<b>Subtotal Alleyway: Water Line Improvements</b>					<b>\$ 215,250.88</b>
<b>Total Change Order #13 (Add)</b>					<b>\$ 386,323.45</b>

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

Original Contract Amount	\$	9,629,872.59
Previous Net Change in Contract Amount	\$	2,009,343.54
Net Change in Contract Amount	\$	386,323.45
Revised Contract Amount	\$	12,025,539.58
Original Contract Time		330 days
Previous Net Change in Contract Time		341 days
Net Change in Contract Time		60 days
Revised Contract Time		731 days
Original Final Completion Date		May 25, 2019
Revised Final Completion Date		June 29, 2020

<b>Recommended By:</b>		<b>Recommended by:</b>	
_____			<i>02/17/2020</i>
Project Manager (City Staff)	Date	Architect/Engineer	Date
<b>Agreed to:</b>		<b>Approved by City of Temple:</b>	
	<i>02/18/2020</i>	_____	
Contractor	Date	Brynn Myers, City Manager	Date
<b>Approved as to form:</b>		<b>Approved by Finance Department</b>	
_____		_____	
City Attorney's Office	Date	Finance	Date

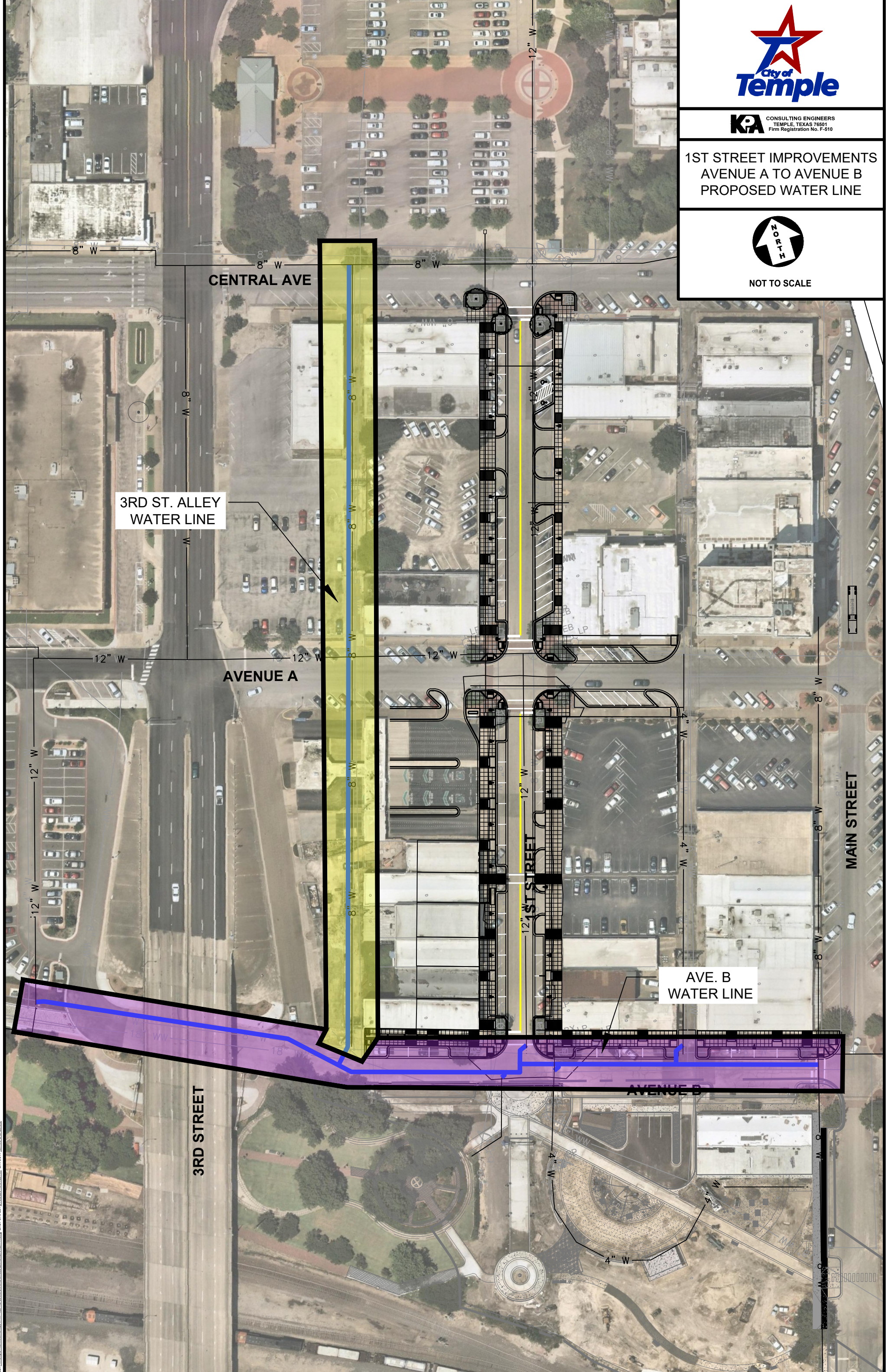


**KPA** CONSULTING ENGINEERS  
TEMPLE, TEXAS 76701  
Firm Registration No. F-510

**1ST STREET IMPROVEMENTS  
AVENUE A TO AVENUE B  
PROPOSED WATER LINE**



NOT TO SCALE



3RD ST. ALLEY  
WATER LINE

AVE. B  
WATER LINE

RESOLUTION NO. 2020-9997-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING CHANGE ORDER NO. 13 WITH EMERSON CONSTRUCTION, INC. OF TEMPLE, TEXAS IN THE AMOUNT OF \$386,323.45, FOR THE CONSTRUCTION OF WATERLINE IMPROVEMENTS ON AVENUE B FROM 3<sup>RD</sup> STREET TO MAIN STREET AND IN THE 1<sup>ST</sup>/3<sup>RD</sup> STREET ALLEY FROM AVENUE B TO CENTRAL AVENUE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, authorization of Change Order No. 13 to the construction contract with Emerson Construction Company, Inc. (Emerson) for the Santa Fe Phase 2 Roadway and Landscaping Improvements will replace the undersized and deteriorated existing waterlines located in the alley between 1<sup>st</sup> and 3<sup>rd</sup> Streets from Avenue B to Central Avenue and in Avenue B from 3<sup>rd</sup> Street to Main Street;

**Whereas**, Council originally authorized the Santa Fe Plaza Phase 2 construction contract in the amount of \$9,629,872.59 with Emerson Construction on June 7, 2018 that included the construction of 1<sup>st</sup> Street from Avenue B to Avenue A - Change Order Nos. 1-11 have been previously approved in the total amount of \$1,842,069.67;

**Whereas**, Change Order No. 12 in the amount of \$167,273.87 is being proposed on this Council Agenda in a separate item;

**Whereas**, the Reinvestment Zone No. 1 Board recommended approval of this change order at its February 26, 2020 Board meeting;

**Whereas**, Staff recommends Council authorize Change Order No. 13 to the construction contract with Emerson Construction, Inc. of Temple, Texas in the amount of \$386,323.45 for the construction of waterline improvements on Avenue B from 3<sup>rd</sup> Street to Main Street and in the 1<sup>st</sup>/3<sup>rd</sup> Street Alley from Avenue B to Central Avenue increasing the contract amount to \$12,025,539.58, a net 24.88% increase to the original contract;

**Whereas**, funding for Change Order No. 13 is available in Account No. 520-5200-535-6357, Project Nos. 101262 and 102227; 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 Change Order No. 13 to the construction contract with Emerson Construction, Inc. of Temple, Texas in the amount of \$386,323.45, for the construction of waterline improvements on Avenue B from 3<sup>rd</sup> Street to Main Street and in the 1<sup>st</sup>/3<sup>rd</sup> Street Alley from Avenue B to Central Avenue.

**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 5<sup>th</sup> day of **March, 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

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03/05/20  
Item #3(H)  
Consent Agenda  
Page 1 of 1

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

Kathryn Davis, City Attorney  
Christina Demirs, Deputy City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution granting a temporary construction easement to Atmos Energy Corporation to construct underground gas pipeline facilities as part of the replacement of an existing gas pipeline.

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

**ITEM SUMMARY:** Atmos Energy Corporation (Atmos) is the local natural gas delivery provider and currently has natural gas facilities (facilities) in existing easements throughout the City. Atmos recently began a project to upgrade and replace several of their facilities, including the replacement of a small distribution service pipeline running from Hubbard Lane to the Leon River.

In order to complete the project, Atmos needs additional temporary workspace alongside their existing easement on City property and is seeking a Temporary Construction Easement Agreement with the City. The temporary easement is 0.182-acre and Atmos will compensate the City \$2,500 for the easement. The agreement will terminate on the earlier of twelve months from the date of the agreement or upon completion of Atmos's construction activities.

The Public Works Department has reviewed the location of Atmos's temporary construction easement and has indicated it will not interfere with existing City infrastructure or activities.

**FISCAL IMPACT:** Atmos Energy Corporation has offered to compensate the City \$2,500 for the temporary construction easement. Proceeds received will be deposited into account 110-0000-461-0423, Sale of Land.

**ATTACHMENTS:**

[Proposed Temporary Easement Agreement](#)  
[Survey and Field Notes for Easement Property](#)  
[Exhibit showing location of temporary construction easement](#)  
[Resolution](#)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THE STATE OF TEXAS       §  
  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BELL         §

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the day of March \_\_\_\_, 2020 (the “Effective Date”), by and between the City of Temple (“Grantor”) and Atmos Energy Corporation, a Texas and Virginia Corporation (“Atmos Energy”).

NOW, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, Grantor and Atmos Energy agree as follows:

1.     Grant of Easement. Grantor does hereby grant unto Atmos Energy a ***0.182 acre*** temporary construction easement (the “Easement”) on, over, across, under and upon that certain tract of land more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the following purposes related to Atmos Energy’s construction, maintenance, repair, replacement, inspection and operation of one or more natural gas pipelines and related appurtenances (collectively, the “Activities”): clearing, leveling and grading of the Easement Area; use as temporary construction workspace; boring activities; ingress and egress for equipment and machinery; staging and storage of materials, equipment, and machinery; and all other activities and uses reasonably related to the Activities.

2.     Duration. The Easement shall automatically terminate on the earlier of: (a) the date on which Atmos Energy’s Activities are completed, or (b) one (1) year from the date hereof.

3.     Rights and Obligations of Parties. Upon termination of the Easement, Atmos Energy shall return the Easement Area to Grantor and Atmos Energy shall promptly restore the Easement Area to a condition as near as practicable to its prior condition, ordinary wear and tear excepted, except that Atmos Energy shall not be required to restore shrubs, trees or any vegetation cleared from the surface of the Easement Area, and Grantor acknowledges that the consideration paid for the Easement includes any and all damages to, shrubs, growing crops and grasses within the Easement Area. Atmos Energy and Grantor shall keep the Easement Area free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Atmos Energy or Grantor.

4. Miscellaneous.

(a) This Agreement constitutes the entire agreement between Grantor and Atmos Energy with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between Grantor and Atmos Energy with respect to the subject matter hereof. This Agreement may only be amended by a written agreement executed by both parties.

(b) All notices related to this Agreement shall be in writing and shall be sufficient in all respects if delivered by hand or mailed by certified mail, postage prepaid, as follows:

If to Atmos Energy: Atmos Energy Corporation  
PO Box 650206  
Dallas, TX 75265-0205  
Attn: Right of Way Department

If to Grantor: City of Temple  
2 N Main Street  
Temple, Texas 76501

Any notice given in any manner described above shall be deemed effective upon actual receipt by the party to whom such notice is sent. Addresses may be changed on notice to the other party.

(c) The Easement and obligations contained in this Agreement shall run with the land, are binding upon and inure to the benefit of Grantor, Atmos Energy, and their respective successors and assigns.

(d) Grantor's right to use the Easement Area is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Area in conjunction with Grantor as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Area by Atmos Energy for the Activities during the duration of this Agreement, and the right to convey to others the right to use all or part of the Easement Area in conjunction with Grantor, as long as such further conveyance is subject to the terms of this Agreement.

(e) This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bell County.

(f) This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(g) It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

(h) If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

(i) Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

(j) Time is of the essence.

***[Remainder of this page intentionally left blank. Signatures begin on following page.]***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
Timothy A. Davis, Mayor

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 \_\_\_\_\_, 2020, by Timothy A. Davis, Mayor of the City of Temple, Texas, on behalf of the City of Temple, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATMOS ENERGY:

ATMOS ENERGY CORPORATION,  
a Texas and Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of ATMOS ENERGY CORPORATION, a Texas and Virginia corporation.

\_\_\_\_\_  
Notary Public, State of Texas



13621 HWY. 110 S.  
TYLER, TX 75707  
(903) 939-8860  
FIRM ID 10122800

## EXHIBIT "A"

Page 1 of 3

ATMOS ENERGY CORPORATION  
TEMPORARY WORKSPACE  
CITY OF TEMPLE  
PROJECT LINE L32 REPLACEMENT PHASE II  
BELL COUNTY, TEXAS

**METES AND BOUNDS DESCRIPTION FOR  
0.182 OF AN ACRE TEMPORARY WORKSPACE  
O.T. TYLER SURVEY, ABSTRACT 20  
BELL COUNTY, TEXAS**

**BEING 0.182 of an acre** of land situated in the O.T. Tyler Survey, Abstract 20, of Bell County, Texas and being a part of a 100 feet wide abandoned Railroad right of way, as described in a deed recorded in Volume 7775, Page 825, and further described in a deed recorded in Volume 2729, Page 515, of the Bell County Deed Records, said 0.182 of an acre tract to be more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for the southeast corner of the herein described 0.182 of an acre tract of land, being located in the south boundary line of the above referenced railroad right of way, same being located in the north boundary line of that certain called 12.21 acre tract of land, as described in a deed recorded in Instrument Number 20160007703, from which a 1/2 inch iron rod (found), for an angle break in the south boundary line of the above mentioned railroad right of way, same being the northeast corner of the above mentioned 12.21 acre tract of land, also being located in the west boundary line of the Leon river, bears South 66°30'23" East, for a distance of 202.06 feet, and being the beginning of a curve to the left whose functions are as follows: Radius 1362.89 feet, Chord Bearing North 71°32'00" West, Chord length 103.14 feet;

**THENCE** with the above mentioned curve to the left for an arc length of 103.17 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for the southwest corner of the herein described 0.182 of an acre tract of land, being located in the south boundary line of said railroad right of way, same being located in the north boundary line of said 12.21 acre tract of land;

**THENCE** North 04°17'21" East, for a distance of 67.42 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for the northwest corner of the herein described 0.182 of an acre tract of land;

**THENCE** South 85°50'56" East, for a distance of 100.00 feet, to a 1/2 inch iron rod (set), with plastic cap marked "RMC 5384", for the northeast corner of the herein described 0.182 of an acre tract of land;

**THENCE** South 04°17'21" West, for a distance of 92.92 feet, back to the place of beginning and containing 0.182 of an acre of land.



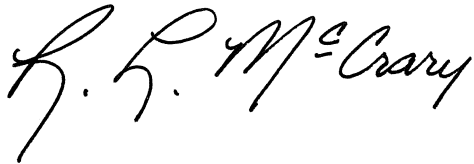
**PAGE 2 OF 3: 0.182 OF AN ACRE TEMPORARY WORKSPACE**

Bearings, distances, and coordinates are based on the Texas Coordinate System, Central Zone, North American Datum of 1983 and are derived from GPS observations using the Leica GNSS network. The values were collected in the North America Datum of 1983 (2011) using Geoid 12B.

See Plat, prepared even date.

I, R. L. McCrary, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground under my supervision during the month of November, 2018.

**GIVEN UNDER MY HAND AND SEAL**, this the 27<sup>th</sup> day of November, 2019.



R. L. McCrary  
Registered Professional  
Land Surveyor No. 5384

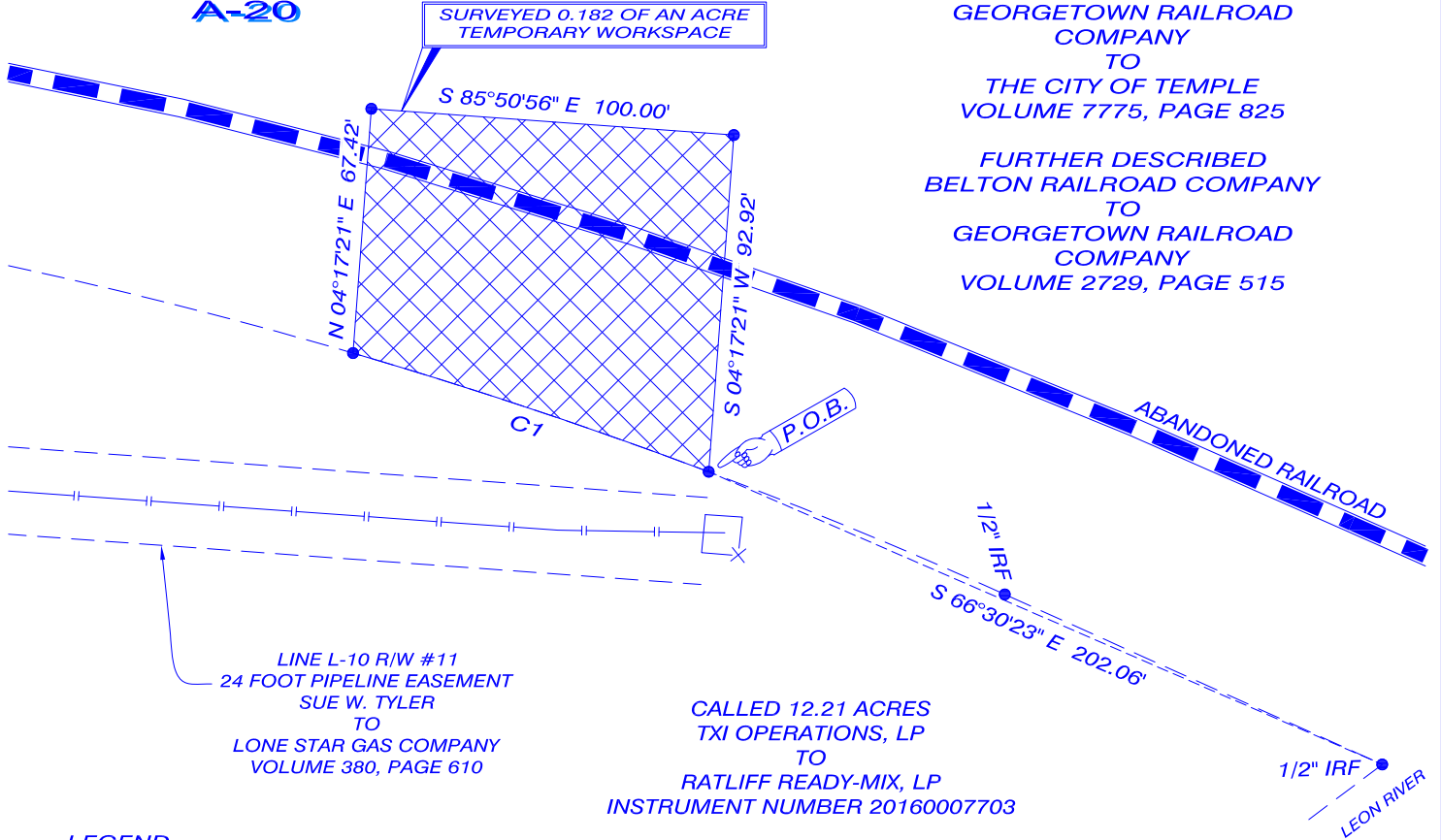


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1362.89'	103.17'	103.14'	N 71°32'00" W	4°20'13"

**O.T. TYLER**  
**A-20**

100 FEET WIDE RAILROAD  
RIGHT OF WAY  
GEORGETOWN RAILROAD  
COMPANY  
TO  
THE CITY OF TEMPLE  
VOLUME 7775, PAGE 825

FURTHER DESCRIBED  
BELTON RAILROAD COMPANY  
TO  
GEORGETOWN RAILROAD  
COMPANY  
VOLUME 2729, PAGE 515



LINE L-10 R/W #11  
24 FOOT PIPELINE EASEMENT  
SUE W. TYLER  
TO  
LONE STAR GAS COMPANY  
VOLUME 380, PAGE 610

CALLED 12.21 ACRES  
TXI OPERATIONS, LP  
TO  
RATLIFF READY-MIX, LP  
INSTRUMENT NUMBER 20160007703

**LEGEND**

TEMPORARY WORKSPACE

BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. DATA WAS DERIVED FROM GPS OBSERVATIONS USING THE LEICA GNSS NETWORK AND FROM OPUS SOLUTIONS. THE VALUES WERE COLLECTED IN NAD 83 (2011 GEOID 12B).

● DENOTES 1/2" IRON ROD (SET), EXCEPT AS NOTED.  
**TEMPORARY WORKSPACE**  
**VARIED LINEAR FEET**  
**7949.6 SQ. FEET**  
**0.182 OF AN ACRE**  
SEE NOTES PREPARED EVEN DATE.

**PLAT LEGEND**

MONUMENTATION	PROPOSED EASEMENT
FENCE	FENCE CORNER
SURVEY LINE	ROAD - PUBLIC
TRACT BOUNDARY	WATERWAY

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: *R. L. McCrary* NOVEMBER 27, 2019



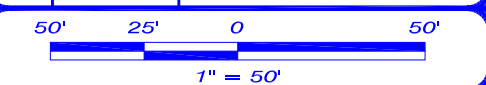
**RMC**  
**SURVEYING**  
13621 HWY. 110 S.  
TYLER, TX. 75707  
(903) 939-8860  
FIRM ID 10122800

**REVISIONS**

NO.	DATE	DESCRIPTION
A	11/27/2019	SUBMITTED FOR REVIEW

**ACREAGE**

TEMPORARY WORKSPACE
VARIED LINEAR FEET
7949.6 SQ. FEET
0.182 OF AN ACRE



DRAWING FILE NAME	CITY OF TEMPLE
SURVEY DATE	NOVEMBER 1, 2018
PLAT COMPLETION DATE	NOVEMBER 27, 2019


TOTAL ACREAGE	0.182 OF AN ACRE
---------------	------------------

**ATMOS ENERGY CORPORATION**  
**EXHIBIT PLAT**  
**SHOWING**  
**TEMPORARY WORKSPACE**  
**0.182 OF AN ACRE**  
**O.T. TYLER SURVEY, A-20**  
**BELL COUNTY, TEXAS**


OWNER	CITY OF TEMPLE	REV.	A
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# City of Temple

## Legend

 Approximate Location of Temporary Workspace (City of Temple)

Taylor's Valley Rd

 Approximate Location of Temporary Workspace (City of Temple)



RESOLUTION NO. 2020-9998-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, GRANTING A TEMPORARY CONSTRUCTION EASEMENT TO ATMOS ENERGY CORPORATION TO CONSTRUCT UNDERGROUND GAS PIPELINE FACILITIES AS PART OF THE REPLACEMENT OF AN EXISTING GAS PIPELINE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** Atmos Energy Corporation (Atmos) is the local natural gas delivery provider and currently has natural gas facilities in existing easements throughout the City - Atmos recently began a project to upgrade and replace several of their facilities, including the replacement of a small distribution service pipeline running from Hubbard Lane to the Leon River;

**Whereas,** in order to complete the project, Atmos needs additional temporary workspace alongside their existing easement on City property and is seeking an approximately 0.182-acre Temporary Construction Easement Agreement with the City for the consideration of \$2,500 for the easement - the agreement will terminate on the earlier of twelve months from the date of the agreement or upon completion of Atmos's construction activities;

**Whereas,** the Public Works Department has reviewed the proposed location of Atmos's replacement gas pipeline and has indicated it will not interfere with existing City infrastructure or activities;

**Whereas,** Staff recommends Council grant a temporary construction easement to Atmos Energy Corporation to construct underground gas pipeline facilities as part of the replacement of an existing gas pipeline;

**Whereas,** proceeds received will be deposited into Account No. 110-0000-461-0423, Sale of Land; 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 grants a temporary construction easement to Atmos Energy Corporation to construct underground gas pipeline facilities as part of the replacement of an existing gas pipeline, and authorizes the City Manager, or her designee, after approval as to

form by the City Attorney's office, to execute any documents necessary for this easement.

**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 5<sup>th</sup> day of **March, 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

---

03/05/20  
Item #3(I)  
Consent 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 the release of two utility easements situated on Lots Twelve and Thirteen, Block Eleven, of Hollywood, First Extension, an addition to the City of Temple, Cabinet A, Slide 128-D, Plat Records of Bell County, Texas.

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

**ITEM SUMMARY:** The applicant, All County Surveying, Inc., on behalf of the property owner TRIO Central Texas Chapter, Inc., requests the release of two 5-foot utility easements (0.0253-acre) situated on Lots 12 and 13, Block 11, of Hollywood, First Extension Subdivision. Applicant is in the process of replatting Lots 12-15, Block 11 into one lot for the construction of TRIO House (Transplant Recipients International Organization).

Staff has contacted all public and private service providers, including the Public Works Department, and confirmed that the easements may be released, as the providers' responses indicate there are no existing public facilities or utilities in the easements and there are no objections to releasing the easements because the easements are not needed for other public services.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Survey of 0.0253-acre utility easement to be released Resolution](#)

Survey showing 0.0253 ACRE, being two 5' Utility Easement situated on LOTS TWELVE (12) and THIRTEEN (13), BLOCK ELEVEN (11), of HOLLYWOOD, FIRST EXTENSION, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet A, Slide 128-D, Plat Records of Bell County, Texas.

LOT 11 AND A PORTION OF LOT 12, BLOCK 11  
City of Temple  
Doc. No. 2015-00014060

PORTION OF LOT 12, BLOCK 11  
CALLED 0.087 ACRE TRACT 4  
TRIO CENTRAL TEXAS CHAPTER, INC.  
Doc. No. 2019-00016802

N 88°31'37" E 110.54'

0.0253 ACRE OF LAND

LOT LINE

S 88°31'37" W 110.37'

LOT 13, BLOCK 11  
TRACT 2  
TRIO CENTRAL TEXAS CHAPTER, INC.  
Doc. No. 2019-00016802

A - 32.76'  
R - 462.10'  
D - 4°03'41"  
B - S 04°28'59" E  
C - 32.75'



LINE	BEARING	DISTANCE
L1	N 00°42'21" E	5.00'
L2	N 06°17'25" W	5.02'

A - 10.00'  
R - 462.10'  
D - 1°14'24"  
B - S 01°49'56" E  
C - 10.00'

A - 41.65'  
R - 462.10'  
D - 5°09'53"  
B - N 01°22'12" E  
C - 41.64'

(10' ROW) (Asphalt Surface)  
**SOUTH 15th STREET**  
 Cab. A, Sl. 128-D



- - 5/8" Iron Rod w/cap stamped "ACS" Found (unless otherwise noted)
- ▲ - Calculated Point

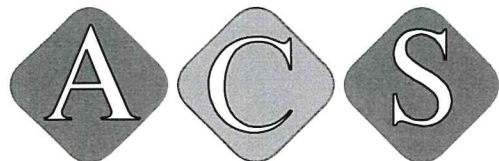
The bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations. All distances are horizontal surface distances and all bearings are grid bearings.



*Charles C Lucko*

Survey completed: 04-04-2019  
 Scale: 1" = 20'  
 Job No.: 180898.3  
 Dwg No.: 180898.3  
 Drawn by: SLW  
 Surveyor: CCL # 4636  
 Copyright 2020 All County Surveying, Inc.

Plot Date: 01-22-2020



**ALL COUNTY SURVEYING, INC.**  
 Tx. Firm No. 10023600  
 4330 South 5th Street  
 Temple, Texas 76502  
 254-778-2272 Killeen 254-634-4636  
 Fax 254-774-7608  
 www.allcountysurveying.com

Drainage & Utility Easement  
Cab. A, Sl. 128-D

# FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

January 22, 2020

Surveyor's Field Notes for:

**0.0253 ACRE**, being a portion of Lots 12 and 13, Block 11, Hollywood, First Extension, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet A, Slide 128-D, Plat Records of Bell County, Texas, being two 5' Utility Easements as shown on said plat of Hollywood, First Extension, and being more particularly described as follows:

**BEGINNING** at a calculated point on the east line of said Lot 13, same being the west line of South 15<sup>th</sup> Street, being 5' south of the northeast corner of said Lot 13, for the southeast corner of the herein described tract;

**THENCE**, in a westerly direction, with the south line of an existing 5' Utility Easement, **S 88° 31' 37" W – 110.37'**, to a calculated point on the west line of said Lot 13, being the east line of a Drainage and Utility Easement as shown on plat of said Hollywood, First Extension, for the southwest corner of the herein described tract;

**THENCE**, in a northerly direction, with the west line of said Lot 13, **N 00° 42' 21" E – 5.00'**, a 5/8" iron rod with cap stamped "ACS" found at the southwest corner of said Lot 12, and with the west line of said Lot 12, **N 06° 17' 25" W – 5.02'**, to a calculated point, which bears S 06° 17' 25" E – 24.90' from a 5/8" iron rod with cap stamped "ACS" found at the northwest corner of a called 0.087 Acre tract conveyed as Tract 4 to TRIO Central Texas Chapter, Inc. in Document No. 2019-00016802, Official Public Records of Real Property, Bell County, Texas, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the north line of an existing 5' Utility Easement, **N 88° 31' 37" E – 110.54'**, to a calculated point on the west line of said South 15<sup>th</sup> Street, for the northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the west line of said South 15<sup>th</sup> Street, same being the east line of said Lots 12 and 13, with a curve to the right; having a radius of **462.10'**, a delta angle of **01° 14' 24"**, and a long chord which bears **S 01° 49' 56" E – 10.00'**; an arc length of **10.00'**, to the **POINT OF BEGINNING** and containing 0.0253 Acre of Land.

Bearings shown herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's sketch of the herein described 0.0253 Acre tract.

Surveyed April 4, 2019  
**ALL COUNTY SURVEYING, INC.**  
**1-800-749-PLAT**  
**Tx. Firm Lic. No. 10023600**  
server/projects/pro180000/180800/180898/  
Easement Abandonment/180898.3.doc



Charles C. Lucko  
Registered Professional Land Surveyor  
Registration No. 4636



RESOLUTION NO. 2020-9999-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE RELEASE OF TWO UTILITY EASEMENTS SITUATED ON LOTS 12 AND 13, BLOCK 11, OF HOLLYWOOD, FIRST EXTENSION, AN ADDITION TO THE CITY OF TEMPLE, CABINET A, SLIDE 128-D, PLAT RECORDS OF BELL COUNTY, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the applicant, All County Surveying, Inc., on behalf of the property owner TRIO Central Texas Chapter, Inc., requests the release of two five-foot utility easements, approximately 0.0253-acres, situated on Lots 12 and 13, Block 11, of Hollywood, First Extension Subdivision - applicant is in the process of re-platting Lots 12-15, Block 11 into one lot for the construction of Transplant Recipients International Organization House;

**Whereas**, Staff has contacted all public and private service providers, including the Public Works Department, and confirmed that the easements may be released, as there are no existing public facilities or utilities in the easement, and they are not needed for other public services;

**Whereas**, Staff recommends Council authorize the release of two utility easements situated on Lots 12 and 13, Block 11, of Hollywood, First Extension, an addition to the City of Temple, Cabinet A, Slide 128-D, Plat Records of Bell County, Texas; 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 release of two utility easements situated on Lots 12 and 13, Block 11, of Hollywood, First Extension, an addition to the City of Temple, Cabinet A, Slide 128-D, Plat Records of Bell County, 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 5<sup>th</sup> day of March, 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

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Timothy A. Davis, Mayor of the City of Temple, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**Return Recorded Document to:**

*City Attorney's Office  
2 North Main Street, Suite 308  
Temple, TX 76501*



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(J)  
Consent Agenda  
Page 1 of 1

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

Jim Tobin, Interim Chief of Police

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through the COPS Hiring Program through the Community Oriented Policing Services of the United States Department of Justice to hire three new police officer positions.

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

**ITEM SUMMARY:** The CHP is designed to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officers. 2020 CHP awards will pay up to 75 percent of the approved entry-level salary and fringe benefits of each newly hired full-time sworn career law enforcement officer over the three-year (36 month) award period, with a minimum 25 percent local cash match requirement and maximum federal share of \$125,000 per officer position

The total cost of hiring three Police Officers over the 36-month grant period is \$884,086. This cost includes salary, benefits, hiring and screening, uniforms and equipment, vehicle and equipment, AXON and cell phone service. The grant would fund a maximum federal share of \$125,000 per officer position for a total maximum of \$375,000. The City's cost not covered by the grant would be approximately \$509,086. CHP grantees are required to retain each officer position awarded for at least 12 months following the conclusion of 36 months of grant funding for that position with an estimated annual cost of \$78,757 per officer. The total annual estimated amount for three officers is \$236,271.

**FISCAL IMPACT:** If awarded the grant, the City would receive a maximum of \$375,000 over the three-year period. The 25% match required will be fulfilled with a cash match that will need to be requested in the Police operating budget during the FY 2021, FY 2022 and FY 2023 budget processes.

### **ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0001-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION AND ACCEPT FUNDING THROUGH THE COPS HIRING PROGRAM THROUGH THE COMMUNITY ORIENTED POLICING SERVICES OF THE UNITED STATES DEPARTMENT OF JUSTICE TO HIRE THREE NEW POLICE OFFICER POSITIONS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the COPS Hiring Program (CHP) is designed to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officers - 2020 CHP awards will pay up to 75 percent of the approved entry-level salary and fringe benefits of each newly hired full-time sworn career law enforcement officer over the three-year award period, with a minimum 25% local cash match requirement and maximum federal share of \$125,000 per officer position;

**Whereas**, the total cost of hiring three Police Officers over the three-year grant period is \$884,086 which includes salary, benefits, hiring and screening, uniforms and equipment, vehicle and equipment, AXON and cell phone service and the grant would fund a maximum federal share of \$125,000 per officer position for a total maximum of \$375,000 - the City's cost not covered by the grant would be approximately \$509,806;

**Whereas**, CHP grantees are required to retain each officer position awarded for at least 12 months following the conclusion of three years of grant funding for that position with an estimated annual cost of \$78,757 per officer;

**Whereas**, if awarded the grant, the City would receive a maximum of \$375,000 over the three-year period with a 25% cash match required by the City that will need to be requested in the Police operating budget during the fiscal year 2021, fiscal year 2022 and fiscal year 2023 budget processes; 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 any documents which may be necessary to apply for the COPS Hiring Program Grant and accept these grant funds, if awarded.

**Part 3:** The City Council assures that, in the event of loss or misuse of grant funds, the governing body of the City of Temple, Texas will return all funds received to the United States Department of Justice.

**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 **5<sup>th</sup>** day of **March, 2020**.

THE CITY OF TEMPLE, TEXAS

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(K)  
Consent Agenda  
Page 1 of 2

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

Mitch Randles, Fire Chief

**ITEM DESCRIPTION:** Consider adopting a resolution to ratify the application for and acceptance of grant funds from the Office of the Governor, Homeland Security Grants Division's Homeland Security Law Enforcement Terrorism Prevention Activities grant program for the purchase of Hazardous materials equipment.

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

**ITEM SUMMARY:** Temple Fire & Rescue (TFR) seeks council ratification of an application for grant funding through the Office of the Governor, Homeland Security Grants Division's (HSGD), Homeland Security Law Enforcement Terrorism Prevention Activities (LETPA) grant program. This program focuses on Homeland security needs such as hazardous materials equipment.

Temple Fire & Rescue is requesting ratification of an application for grant funding through the LETPA program to replace and add Haz-mat equipment for the departments Haz-Mat team. This equipment includes a Haz-mat non-contact chemical identifier with an approximate cost of \$28,206, Software license for the identifier approximate cost \$3,000, twelve (12) one hour duration self-contained breathing apparatus bottles approximate cost of \$1,350 each for a total cost of \$16,200 and six Motorola haz-mat suit communication headsets for approximately \$600 each and a total cost of \$3,600. The total cost of all the requested equipment is \$51,006. TFR's grant application will request funding in the full equipment replacement amount of \$51,006. This is a 100% funding grant and no City match is required for this grant if the request is fully funded.

As a condition of the grant, the City would agree that in the event of loss or misuse of the awarded funds, all awarded funds would be returned to the Office of the Governor in full.

After review of the grant applications, Central Texas Council of Governments' (CTCOG) Homeland Security Advisory Committee will recommended which projects are funded and funding levels to the Office of the Governor HSGD.

In addition to ratification of the application for grant funding, Staff also asks Council to authorize the City Manager to accept and execute any necessary documents associated with the LETPA grant program, upon receiving a grant award.

**FISCAL IMPACT:** If awarded the grant, the City anticipates receiving \$51,006 in grant funds with no City matching funds. Funding will be available to the City on October 1, 2020 and will be used to purchase the requested Haz-mat equipment.

**ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0002-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS FROM THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANT DIVISION'S HOMELAND SECURITY LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES GRANT PROGRAM FOR THE PURCHASE OF HAZARDOUS MATERIALS EQUIPMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, Temple Fire & Rescue (TFR) seeks Council ratification of an application for grant funding through the Office of the Governor, Homeland Security Grants Division's (HSGD), Homeland Security Law Enforcement Terrorism Prevention Activities (LETPA) grant program - this program focuses on Homeland security needs such as replacing hazardous materials identification equipment;

**Whereas**, grant funding through the LETPA program will allow for replacement and addition of equipment which includes a Haz-Mat non-contact chemical identifier, software license for the identifier, 12 one-hour duration self-contained breathing apparatus bottles, and six Motorola Haz-Mat suit communication headsets;

**Whereas**, the total cost of equipment is \$51,006, and TFR's grant application requests funding in the full equipment replacement amount of \$51,006 - this is a 100% funding grant with no City match required for this grant if the request is fully funded;

**Whereas**, as a condition of the grant, the City would agree that in the event of loss or misuse of the awarded funds, all awarded funds would be returned to the Office of the Governor in full;

**Whereas**, after review of the grant applications, Central Texas Council of Governments' (CTCOG) Homeland Security Advisory Committee will recommend which projects are funded and funding levels to the Office of the Governor HSGD;

**Whereas**, Staff recommends Council authorize the City Manager to execute any necessary documents associated with the LETPA grant program, upon receiving a grant award;

**Whereas**, if awarded, the City anticipates receiving \$51,006 in grant funds with no City matching funds required - funding will be available to the City on October 1, 2020 and will be used to purchase Haz-Mat equipment; and

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

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



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

**Part 2:** The City Council ratifies the submission of an application for, and acceptance of, grant funds from the Office of the Governor, Homeland Security Grant Division’s Homeland Security Law Enforcement Terrorism Prevention Activities grant program for the purchase of hazardous material equipment.

**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 which may be necessary for this grant and to accept any funds that may be received for this grant.

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

PASSED AND APPROVED this the 5<sup>th</sup> day of **March, 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

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03/05/20  
Item #3(L)  
Consent Agenda  
Page 1 of 1

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

Jim Tobin, Interim Chief of Police  
Kirk Scopac, Director of Fleet Services

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of one marked police vehicle from Caldwell Country Ford, dba Rockdale Country Ford, LLC, of Rockdale, in the amount of \$51,055.

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

**ITEM SUMMARY:** The Police Department seeks approval to purchase one 2020 Ford Explorer police interceptor utility vehicle with all patrol car accessories and markings to replace Unit 13854 which was totaled on January 12, 2020.

This purchase is being recommended utilizing BuyBoard cooperative contract #601-19. All contracts awarded through Buyboard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

**FISCAL IMPACT:** The City received insurance proceeds in the amount of \$10,075 from Texas Municipal League (TML). At the February 20, 2020 council meeting, Council approved a budget adjustment to appropriate the insurance proceeds received, as well as the additional funding needed in the amount of \$40,980 to replace the vehicle from unallocated fund balance (designated for capital projects). Funding for the unit is appropriated in account 110-2031-521-62-13, project number 102215, as follows:

Project Budget	\$	51,055
Encumbered/Committed to Date		-
Rockdale County Ford, LLC		(51,055)
<b>Remaining Project Funds Available</b>	<b>\$</b>	<b>-</b>

**ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0003-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE MARKED POLICE VEHICLE FROM CALDWELL COUNTRY FORD dba ROCKDALE COUNTRY FORD, LLC, OF ROCKDALE, TEXAS IN THE AMOUNT OF \$51,055; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on January 12, 2020, Police Asset 13854 was totaled in an accident and Staff recommends Council authorize the purchase of a 2020 Ford Explorer Police Interceptor Utility vehicle with all patrol car accessories and markings as replacement;

**Whereas**, Caldwell Country Ford dba Rockdale Country Ford has been awarded BuyBoard Contract No. 601-19, which Staff recommends using for this purchase as contracts awarded through BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

**Whereas**, the City received insurance proceeds in the amount of \$10,075 from Texas Municipal League and the remaining amount needed to fund this purchase is available in Account No. 110-2031-521-6213, Project No. 102215;

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

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

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

**Part 2:** The City Council authorizes the purchase of one marked police vehicle from Rockdale Country Ford, LLC, of Rockdale, Texas in the amount of \$51,005, utilizing a BuyBoard 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:** 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 5<sup>th</sup> day of **March, 2020**.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #3(M)  
Consent Agenda  
Page 1 of 3

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

Kevin Beavers, Parks and Recreation Director  
Charla Thomas, Assistant City Attorney  
Amanda Rice, Deputy City Attorney

**ITEM DESCRIPTION:** SECOND & FINAL READING: Consider adopting an ordinance titled, "Chapter 11, Cemeteries," of the City of Temple's Code of Ordinances.

**STAFF RECOMMENDATION:** Adopt ordinance on second and final reading.

**ITEM SUMMARY:** The City took over operations of Hillcrest Cemetery, one of the oldest cemeteries within the City, on May 1, 2019. Hillcrest Cemetery is the City's first City-operated cemetery, and, because of this, the City does not have an ordinance or policies regulating City-operated cemeteries.

On December 10, 2019, the Parks & Recreation Advisory Board (the Board) met and discussed City Staff's proposed cemetery policies. At this meeting, the Board discussed the policies and tabled the item. On January 14, 2020, the Board met again and discussed City Staff's proposed cemetery policies, ordinance, and rates, which included the price of plots. The Board approved the proposed cemetery policies, ordinance, and rates with the recommendation that the ordinance be amended to allow cemetery rates to be set by the City Manager rather than by City Council resolution. This recommended amendment would align the cemetery rates with other Parks & Recreation rates that are all currently set by the City Manager.

City Staff recommends adopting an ordinance regulating City-operated cemeteries approved by the Board on January 14, 2020. City Staff also recommends placing the proposed cemetery ordinance in Chapter 11 of the City's Code of Ordinances, which was reserved when Chapter 11, Fair Housing, was repealed on June 20, 2019.

City Staff's proposed cemetery ordinance provisions include the following:

- Perpetually reserving City rights to maintain the cemetery, including landscaping and maintaining roads and walkways;
- Authorizing the City to promulgate cemetery policies and making it an offense if a person fails to obey a cemetery policy;
- Prohibiting the general public from entering the cemetery outside of posted hours of operation and entering or exiting at a location other than through the public gates;
- Authorizing the City to provide original deeds to plot owners upon full payment of plot price;

- Requiring written City approval for transfer of plots;
- Providing that plot owners or their surviving family members or heirs be responsible for keeping their mailing address on file with the City current to ensure that they receive City notices related to their plot;
- Allowing plot owners to sell their plots back to the City at the City's discretion;
- Setting requirements for interments and disinterments, including requiring:
  - A person to obtain written authorization from the City to perform a disinterment or interment, with exception of those authorized to perform disinterments without City authorization under the Texas Health and Safety Code (e.g. a court order to exhume a remains);
  - All excavations for interment and disinterment to be completed by a person approved by the City to perform this work and allowing the City to require people performing this work to carry insurance;
  - All plots to be fully paid for prior to interment, except with written authorization by the City;
  - A person to notify the City at least 24 hours prior to interment or disinterment; and
  - Persons performing disinterments and interments to secure the gravesite and remove all debris, fill, and equipment related to the work;
- Setting requirements for memorials, including requiring:
  - A person to obtain written authorization from the City prior to erecting a permanent memorial;
  - Plots to be fully paid prior to erecting a permanent memorial, except with written authorization from the City; and
  - Memorials to be maintained in good repair;
- Authorizing the City to performance maintenance on, repair, or remove a damaged or unsafe memorial;
- Allowing existing private benches to remain with conditions (e.g. in safe and stable condition, not encroaching on another plot, etc.) but requiring written authorization to replace an existing bench or install a new bench and authorizing the City to remove benches that do not comply with City conditions;
- Allowing existing plot enclosures, including fencing and borders, and plot ground coverings, including stones and slabs, to remain if in good and safe condition but authorizing the City to remove these items if they are unsafe or in disrepair and prohibiting the installation of new plot enclosures or ground coverings on plots;
- Allowing existing private vegetation to remain on plots but authorizing the City to remove private vegetation if it interferes with other property, including other plots or memorials;
- Authorizing the City to remove deteriorated or broken items, including fresh flowers that are dead or dying or artificial flowers that are severely sun faded, torn, or broken;
- Providing the City Manager with the authority to set cemetery prices, costs, and fees, including the price of cemetery plots;
- Creating a Class C misdemeanor offense for violations of the cemetery ordinance or policies with a maximum fine of \$500; and
- Providing a severability clause.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

Draft of Proposed Chapter 11  
Ordinance

## **Chapter 11 CEMETERIES**

### **Sec. 11-1. Definitions.**

In this Chapter:

*Block or Section* means a subdivided land area within the cemetery consisting of a systematic layout of lots, further subdivided into individual plots.

*City* means the City of Temple, Texas, the City Council of Temple, Texas, or its representatives, employees, agents, or designees.

*Cemetery* means any cemetery owned by the City.

*Cemetery business office* means the cemetery business office as defined by the City's cemetery policies.

*City Council* means the City's elected governing body.

*Cremains* means the ashes of a cremated human body.

*Disinterment* means to dig up or exhume a body for medical investigation or for other purposes.

*Grave* means a space of ground within a plot that is used or is intended to be used for interment.

*Grave liner* means a burial receptacle placed in the ground in a cemetery that is designed and built to support the weight of the earth and standard cemetery maintenance equipment and to prevent a grave from collapsing.

*Interment* means the entombment or burial of remains.

*Lot* means a subdivided area of land within a Block or Section consisting of a specified number of plots.

*Memorial* means a headstone, tombstone, gravestone, monument, or other marker denoting a grave.

*Plot* means a parcel of property specified as a plot on the official plat maps of a cemetery held by the City that is intended for the burial of:

- (a) One (1) casketed burial;
- (b) One (1) casketed burial and one (1) cremains; or



(c) Four (4) cremains.

*Plot owner or owner* means a person who holds a deed to a plot in a city cemetery and who is listed in the City's records as the owner of the plot or their lawful heirs.

*Remains* mean either a deceased human body or human cremains.

*Temporary marker* means a non-permanent memorial that identifies the grave of a recently deceased person until a permanent memorial is installed.

*Vault* means a container, formerly made of wood or brick but more often today made of concrete, that encloses a coffin to help prevent a grave from sinking.

**Sec. 11-2. Rights reserved to the City; cemetery policies.**

(a) Under this Chapter, the City perpetually reserves the right to:

- (1) Enlarge, reduce, replat, and change the boundaries or grading of the cemetery, including changing the locations of and adding, removing, and regrading roads, drives, and walks;
- (2) Lay, maintain, operate, alter, and change any parts or equipment necessary for sprinkler systems or drainage;
- (3) Use cemetery property, not sold to individual plot owners, for cemetery or other official City purposes;
- (4) Ingress and egress over plots for the purposes of care and maintenance of the cemetery and passage to or from other plots;
- (5) Close any road, walk, or drive at any time; and
- (6) Landscape the cemetery, including the planting and cultivating of any flowers, shrubs, or trees.

(b) The City may promulgate cemetery policies for City cemeteries and amend these policies from time to time. Failure of a person to obey any cemetery policy promulgated by the City is an offense.

**Sec. 11-3. Hours of operation.**

(a) The cemetery will be open to the public daily according to posted hours of operation, which will be posted on the cemetery's main gate.

- (b) It is unlawful for any person, other than the City or with the City's written approval, to enter or be in the cemetery at any time when the cemetery is not open to the public.
- (c) It is unlawful for any person, other than the City or with the City's written approval, to enter or leave the cemetery at any location other than through the public gates.

**Sec. 11-4. Purchase of plots.**

- (a) Plots may be purchased from the City as provided by the City's cemetery policies.
- (b) Upon payment of the full purchase price, the City will provide the plot owner(s) the original deed that conveys the plot to the owner(s).
  - (1) Only one original deed will be issued per a plot. If there are multiple plot owners, the plot owners must specify in writing which plot owner will be provided the original deed.
  - (2) The City will keep a copy of the original deed in its records.
- (3) The City Manager may waive the costs or reduce the price of plots and any cemetery fees for the burial of indigent persons at their discretion.
- (4) All deeds will grant to the plot owner(s) the right to use the plot for interment of remains, subject to the requirements of this Chapter, the City's cemetery policies, and applicable State law.

**Sec. 11-5. Transfer of plots.**

- (a) The transfer of ownership or interest in a plot may only be made on forms provided by the City.
- (b) No transfer of ownership or interest in a plot will be effective without the written approval of the City.
- (c) The City may refuse to approve a transfer of ownership or interest in a plot at its discretion. The City may require a proposed transferee of a plot to assume responsibility for an unpaid amount of the purchase price of the plot as a condition of approving the transfer.
- (d) The City will issue a new deed that transfers ownership to the new plot owner when a transfer request is approved by the City and the purchase price for the plot is paid in full.

**Sec. 11-6. Records of plots; plot owner's address.**

- (a) The official record of plot owners will be maintained by the City.
- (b) A plot owner, or their surviving family members or heirs, is responsible for ensuring their mailing address on file with City is current. All notices sent by the City related to the owner's plot will be deemed sufficient if sent to the most recent mailing address on file with the City.

**Sec. 11-7. No easements or right-of-ways created.**

No easement or right-of-way is granted to any plot owner in any road, drive, or alley within the cemetery, but such easement or right-of-way, when dedicated to public use, may be used for access to the grounds and buildings of the cemetery.

**Sec. 11-8. Repurchase of plot.**

A plot owner may request to sell their plot(s) back to the City. The City may, at its discretion, repurchase the plot(s) at the prices set by the City Manager.

**Sec. 11-9. Interment and disinterment.**

- (a) In addition to being subject to this Chapter and any City cemetery policies, interments and disinterments are subject to all local, state, and federal laws, rules, and regulations regarding the same.
- (b) All excavations of plots for interment or disinterment of remains must be completed by a person approved, in writing, to perform this work by the City. The City may require a person to carry insurance to perform this work.
- (c) The City has the authority to correct errors in interment or disinterment or in the transfer or conveyance of a plot, either by cancellation and conveyance of a plot of equal value (as established by the City) and similar location as may be practicable or, at the sole discretion of the City, by refunding all sums paid for the plot.
  - (1) If an error involves the interment of remains, the City may remove and reinter the remains as provided by the Texas Health & Safety Code § 711.004, as amended. Once the remains are removed from the original plot and reinterred in a new plot, the City will convey ownership of the new plot to the owner of the original plot.
- (d) Written authorization is required from the City before any work may commence for an interment or disinterment.

- (1) A person may perform a disinterment without written authorization of the City if they are authorized to perform the disinterment by an order of a court or person who conducts inquests or as otherwise authorized by Texas Health and Safety Code §711.004, as amended.
- (e) Any work performed related to a disinterment or interment will be subject to inspection by the City.
- (f) The City will not be liable for the accuracy of the information provided on a request for interment or disinterment authorization or the verification of the identity of the person for whom the interment or disinterment is sought.
- (g) Interment.
  - (1) The City requires a minimum 24 hours' notice prior to interment.
  - (2) The person performing interment services for any casketed remains must use a grave liner.
  - (3) The person performing interment services must secure the gravesite and provide for the immediate cleaning of the gravesite and removal of all debris, fill, and equipment resulting from the interment or used by the person performing the interment.
  - (4) The maximum number of burials allowed per plot is:
    - (A) One (1) casketed burial;
    - (B) One (1) casketed burial and one (1) cremains; or
    - (C) Four (4) cremains.
  - (5) No cremains may be spread anywhere in the cemetery.
  - (6) No interment is permitted in a plot unless the purchase price for the plot has been fully paid, except by the written consent of the City.
  - (7) All vaults must be placed no less than one and one-half (1 1/2) feet below the surface of the ground. Exposed vaults are prohibited.
  - (8) A casket containing remains may not be opened within the cemetery by anyone without the consent of a legal representative of the deceased, by order of a court of competent jurisdiction, or as otherwise provided by state law.
  - (9) No animals may be interred at the cemetery.

(h) Disinterments.

- (1) The City requires a minimum 24 hours' notice prior to disinterment.
- (2) Disinterments must be performed in accordance with Texas Health and Safety Code §711.004, as amended.
- (3) A person performing a disinterment must secure the gravesite and provide for the immediate cleaning of the gravesite and removal of all debris, fill, and equipment resulting from the disinterment or used by the person performing the disinterment.

**Sec. 11-10. Memorials.**

- (a) A person must receive written authorization from the City before beginning any work to erect a memorial in the cemetery. City authorization is not required to erect a temporary marker. The City may remove any memorial erected without written City authorization. The City may bill any cost incurred by the City for the removal of a memorial under this Subsection to the plot owner or the owner's surviving family members or heirs, if known.
- (b) Persons erecting memorials must verify the location where a memorial will be placed with the City before the installation of any memorial foundation on a cemetery plot. The City will not be not responsible for memorials erected in the wrong location or placed incorrectly.
- (c) No memorial, except a temporary marker, is allowed on any plot until the purchase price for the plot has been fully paid, except by written consent of the City. The City may remove any memorial erected in violation of this Subsection.
- (d) The City reserves the authority and has the right to correct any error in the location or placement of a memorial or marker in the cemetery. The City may bill any cost incurred by the City to correct a memorial or marker location or placement error to the plot owner or the owner's surviving family members or heirs, if known.
- (e) All foundations for memorials must adhere to cemetery policies and be of sufficient depth and stability to support the memorial and are subject to inspection and approval by the City.
- (f) Memorial location and placement on a plot, as well as a memorial's dimensions and materials, must conform with the City's cemetery policies regarding memorials.
- (g) All flush memorials must be flush with the ground.
- (h) Memorials that contain niches for cremains are not permitted.

- (i) Persons installing memorials must remove all trash, rubbish, debris, and materials from such work immediately.
- (j) All memorial work is subject to the inspection, control, and direction of the City.
- (k) Wooden planks must be used for placing and rolling heavy memorials on rocks or grass.
- (l) All memorials must be maintained. The maintenance of all memorials in the cemetery is the responsibility of the plot owner or the owner's surviving family members or heirs. This maintenance will include, but is not limited to, the following:
  - (1) The cleaning of the memorial;
  - (2) Ensuring that the memorial is seated properly, except that the City is responsible for leveling and straightening markers and memorials as provided by Texas Health & Safety Code § 713.011, as amended; and
  - (3) Repairing any damage to the memorial or the structure of the memorial, including replacement, if necessary.
- (m) In the event that a memorial needs maintenance or repair, the City may send a letter requesting the plot owner, or the owner's surviving family members or heirs, if known, to perform the necessary maintenance or repair. If the plot owner or the owner's surviving family members or heirs cannot be located, then the City may publish a newspaper notice to request the plot owner or the owner's surviving family members or heirs to perform the necessary maintenance or repair. If the maintenance or repair is not performed within the time period prescribed by the notice, then the City may initiate action to have the maintenance or repair performed or the memorial removed.
  - (1) In the event of an emergency or if there is an imminent threat to public safety, the City may perform maintenance on or repair or remove a memorial without providing notice to the plot owner or the owner's surviving family members or heirs.
  - (2) The City may bill any cost incurred by the City for the maintenance or repair or removal of a memorial to the plot owner or the owner's surviving family members or heirs, if known.

**Sec. 11-11. Benches.**

- (a) Benches that were placed or installed by a private party prior to the adoption of this Chapter are permitted if the bench is:
  - (1) Placed entirely within a plot;

- (2) Not encroaching on a maintenance easement, public area, or a plot owned by another person without the consent of the other plot owner or their surviving family members or heirs;
  - (3) Kept in a safe and stable condition and in a good state of repair; and
  - (4) Not interfering with an interment or setting of a memorial.
- (b) Any bench that does not meet the criteria of Subsection (a) may be removed by the City without liability to the City.
- (c) A person must obtain written authorization from the City prior to beginning any work to replace or install a bench removed under Subsection (b) or to place or install a new bench in the cemetery. The City may authorize the placement or installation of a bench at its discretion. Failure to obtain written authorization from the City under this Subsection is an offense. Benches placed without prior written authorization of the City may be removed by the City.

**Sec. 11-12. Damage to cemetery property.**

A person performing an interment or disinterment or installing a memorial or placing or installing a bench is responsible for any damage done by them to any property in the cemetery, including grass, trees, and any other landscaping, and any damage caused by the person's work must be repaired at the person's expense and to the satisfaction of the City.

**Sec. 11-13. Enclosure of plots.**

- (a) It is unlawful for a person, apart from the City, to place or construct an enclosure including a fence, coping, hedge, border, edging, or ditch around any plot, lot, block, or section in the cemetery.
- (b) Existing enclosures are permitted to remain in the cemetery if they were in place prior to the enactment of this ordinance and are in safe and stable condition and in a good state of repair.

**Sec. 11-14. Stones and slabs.**

- (a) It is unlawful for any person, apart from the City, to place, lay, or install slabs, ledgers, concrete, gravel, rocks, stones, or other ground coverings on the top of any plot, lot, block, or section in the cemetery.
- (b) Existing ground coverings are permitted to remain in the cemetery if they were in place prior to the enactment of this ordinance and are in safe and stable condition and in a good state of repair.

**Sec. 11-15. Decorative items.**

- (a) No person, apart from the City, may plant any flower, shrub, tree, grass, or any other type of vegetation in the cemetery. This subsection will not apply to vegetation planted by the public prior to the enactment of this ordinance, except that any vegetation, regardless of when planted, that interferes, or by its maintenance or cultivation interferes, with another memorial, plot, easement, driving path, walkway, roadway, parking area, or cemetery operations may be removed by the City.
- (b) Fresh flowers, floral arrangements, potted plants, artificial flowers, sprays, and wreaths may be placed on any plot, but may be removed by the City if:
  - (1) Fresh, are dead or dying; or
  - (2) Artificial, are weathered, severely sun faded, torn, or broken.
- (c) Vases and other decorative items must adhere to the City's cemetery policies.
- (d) The City is not responsible for the vandalism or theft of any permitted or unpermitted object left in a cemetery.

**Sec. 11-16. Removal.**

- (a) The City may remove:
  - (1) Trash, rubbish, and debris;
  - (2) Deteriorated and broken decorative items;
  - (3) Enclosures in an unsafe or unstable condition or in disrepair, including fences, coping, hedges, or edging around a plot, lot, block, or section;
  - (4) Ground coverings, including stones or slabs, on the top of any plot in an unsafe or unstable condition or in disrepair;
  - (5) Any object that violates the City's cemetery policy or any other local, state, or federal law, rule, or regulation; and
  - (6) Any object from the cemetery that poses a direct or foreseeable threat to the safety, health, or welfare of the public.



**Sec. 11-17. Prices, costs, and fees.**

The City Manager has the authority to set cemetery prices, costs, and fees, including the price of cemetery plots.

**Sec. 11-18. Penalty.**

- (a) A person violating a provision of this Chapter or failing to perform a duty required under this Chapter, obtain any City authorization required under this Chapter, abide by the terms and conditions of any written City authorization issued under this Chapter, or comply with the City's cemetery policies commits a Class C misdemeanor. Each offense under this Chapter is punishable by a fine not to exceed five hundred dollars (\$500.00). A culpable mental state is hereby not required to prove an offense under this Chapter.
- (b) The City may seek all available civil remedies in a court of competent jurisdiction for violations of this Chapter.
- (c) The remedies provided for in this Section are not exclusive. The City may take any, all, or any combination of these remedies against a person who violates this Chapter or the cemetery policies.

**Sec. 11-19. Severability.**

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be unconstitutional or invalid, such holding will not affect the validity of the remaining portions of this Chapter.

ORDINANCE NO. 2020-5018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ADOPTING TO THE CITY'S CODE OF ORDINANCES CHAPTER 11, "CEMETERIES" PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City took over operations of Hillcrest Cemetery, one of the oldest cemeteries within the City, on May 1, 2019 as the first city-operated cemetery for Temple;

**Whereas**, on December 10, 2019, the Parks & Recreation Advisory Board (the Board) met and discussed City Staff's proposed cemetery policies and tabled the item - on January 14, 2020, the Board met again and discussed City Staff's proposed cemetery policies, ordinance, and rates, which included the price of plots and which the Board approved with the recommendation that the ordinance be amended to allow cemetery rates to be set by the City Manager rather than by City Council resolution;

**Whereas**, this recommended amendment would align the cemetery rates with other Parks & Recreation rates, which are all currently set by the City Manager;

**Whereas**, Staff recommends adopting an ordinance regulating City-operated cemeteries approved by the Board on January 14, 2020 - Staff also recommends placing the proposed cemetery ordinance in Chapter 11 of the City's Code of Ordinances, which was reserved when Chapter 11, Fair Housing, was repealed on June 20, 2019;

**Whereas**, Staff's proposed cemetery ordinance includes the following provisions:

- Perpetually reserving City rights to maintain the cemetery, including landscaping and maintaining roads and walkways;
- Authorizing the City to promulgate cemetery policies and making it an offense if a person fails to obey a cemetery policy;
- Prohibiting the general public from entering the cemetery outside of posted hours of operation and entering or exiting at a location other than through the public gates;
- Authorizing the City to provide original deeds to plot owners upon full payment of plot price;
- Requiring written City approval for transfer of plots;
- Providing that plot owners or their surviving family members or heirs keep their mailing address on file with the City current to ensure that they receive City notices related to their plot;
- Allowing plot owners to sell their plots back to the City at the City's discretion;
- Setting requirements for interments and disinterment's, including requiring:
  - A person to obtain written authorization from the City to perform a disinterment or interment, with exception of those authorized to perform disinterment's without City

authorization under the Texas Health and Safety Code (e.g. a court order to exhume a remains);

○All excavations for interment and disinterment to be completed by a person approved by the City to perform this work and allowing the City to require people performing this work to carry insurance;

○All plots to be fully paid for prior to interment, except with written authorization by the City;

○A person to notify the City at least 24 hours prior to interment or disinterment; and

○Persons performing disinterment's and interments to secure the gravesite and remove all debris, fill, and equipment related to the work;

- Setting requirements for memorials, including requiring:

○A person to obtain written authorization from the City prior to erecting a permanent memorial;

○Plots to be fully paid prior to erecting a permanent memorial, except with written authorization from the City; and

○Memorials to be maintained in good repair;

- Authorizing the City to performance maintenance on, repair, or remove a damaged or unsafe memorial;
- Allowing existing private benches to remain with conditions (e.g. in safe and stable condition, not encroaching on another plot, etc.) but requiring written authorization to replace an existing bench or install a new bench and authorizing the City to remove benches that do not comply with City conditions;
- Allowing existing plot enclosures, including fencing and borders, and plot ground coverings, including stones and slabs, to remain if in good and safe condition but authorizing the City to remove these items if they are unsafe or in disrepair and prohibiting the installation of new plot enclosures or ground coverings on plots;
- Allowing existing private vegetation to remain on plots but authorizing the City to remove private vegetation if it interferes with other property, including other plots or memorials;
- Authorizing the City to remove deteriorated or broken items, including fresh flowers that are dead or dying or artificial flowers that are severely sun faded, torn, or broken;
- Providing the City Manager with the authority to set cemetery prices, costs, and fees, including the price of cemetery plots;
- Creating a Class C misdemeanor offense for violations of the cemetery ordinance or policies with a maximum fine of \$500; and
- Providing a severability clause; and

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

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

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

**Part 2:** The City Council amends the Code of Ordinances Chapter 11, entitling it “Cemeteries” as outlined in Exhibit ‘A,’ attached hereto and incorporated herein for all purposes.

**Part 3:** All Ordinances or parts of Ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

**Part 4:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

**Part 5:** This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

**Part 6:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **20<sup>th</sup>** day of **February**, 2020.

PASSED AND APPROVED on Second Reading on the **5<sup>th</sup>** day of **March**, 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

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**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 \$1,770,158.

**ATTACHMENTS:**

[Budget Amendments  
Resolution](#)

RESOLUTION NO. 2020-0004-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.

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**Whereas**, on the 19<sup>th</sup> 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 5<sup>th</sup> day of **March, 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

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2020 BUDGET**  
**March 5, 2020**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2011-521-2229		Capital < \$5,000 / OCU Seized Funds - State	\$ 21,384	
110-0000-313-0330		Reserved for Drug Enforcement / Reserve for Seized Funds		\$ 21,384
To appropriate state seized funds to purchase i-phones for 93 sworn officers that have not been issued a City cell phone.				
110-0000-444-2582		Landfill Contract / Other	\$ 500,000	
110-0000-352-1345		General Fund Designated Capital Project / Debt Service		\$ 500,000
To unappropriate revenue included in the FY 2020 budget related to the issuance of the landfill permit. During FY 2019, the City received the full \$1,000,000 due from Waste Management related to the issuance of the landfill permit. \$500,000 of the amount received was used in FY 2019 to pay debt service related to the landfill expansion. The remaining \$500,000 was designated as of 09/30/19 to be used for debt service related to the landfill expansion in FY 2020. This BA appropriates the fund balance designated in FY 2019 for debt service payments in FY 2020.				
110-4000-555-2225		Capital < \$5,000 / Books & Periodicals	\$ 615	
110-0000-445-0242		Library / Library Memorials		\$ 550
110-0000-461-0841		Other / Donations/Gifts		\$ 65
To appropriate year-to-date memorial and gift donations received for the Library.				
110-2400-519-1111		Salaries / Administrative	\$ 37,599	
110-2400-519-1220		Personnel Benefits / Retirement	\$ 6,388	
110-2400-519-1221		Personnel Benefits / Social Security	\$ 545	
110-2400-519-1222		Personnel Benefits / Health Insurance	\$ 4,101	
110-2400-519-1223		Personnel Benefits / Workers Compensation	\$ 700	
110-2400-519-1224		Personnel Benefits / Unemployment Insurance	\$ 180	
110-2400-519-1225		Personnel Benefits / Dental Insurance	\$ 60	
110-2400-519-1226		Personnel Benefits / Life Insurance	\$ 36	
110-2400-519-1227		Personnel Benefits / AD&D	\$ 8	
110-2400-519-1228		Personnel Benefits / Long Term Disability	\$ 105	
110-1300-515-1111		Salaries / Administrative		\$ 37,599
110-1300-515-1220		Personnel Benefits / Retirement		\$ 6,388
110-1300-515-1221		Personnel Benefits / Social Security		\$ 545
110-1300-515-1222		Personnel Benefits / Health Insurance		\$ 4,101
110-1300-515-1223		Personnel Benefits / Workers Compensation		\$ 700
110-1300-515-1224		Personnel Benefits / Unemployment Insurance		\$ 180
110-1300-515-1225		Personnel Benefits / Dental Insurance		\$ 60
110-1300-515-1226		Personnel Benefits / Life Insurance		\$ 36
110-1300-515-1227		Personnel Benefits / AD&D		\$ 8
110-1300-515-1228		Personnel Benefits / Long Term Disability		\$ 105
To reallocate funding for the reclassification of the Assistant Director of Purchasing & Facility Services position to a Facility Services Manager position. Funding for the original position was allocated 100% within the Purchasing department. The newly reclassified position will be funded 100% within the Facility Services department.				
362-3500-552-6402	101311	Capital - Bonds / Crossroads Athletic Park	\$ 15,000	
362-3500-552-6532		Capital - Bonds / Contingency		\$ 15,000
To appropriate contingency funds for the purchase of field screens from BSN Sports, as well as any future expenditures needed to complete the project.				
110-2011-521-2514		Other Services / Travel & Training	\$ 9,187	
110-0000-442-0720		Police Revenue / Police Revenue		\$ 9,187
To appropriate the annual allocation from the Law Enforcement Office & Education (LEOSE) for continuing education.				

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2020 BUDGET**  
**March 5, 2020**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-6700-519-2616		Contracted Services / Professional Services	\$ 9,500	
110-2011-521-2611		Contracted Services / Insurance & Bonds		\$ 5,500
110-1900-519-2611		Contracted Services / Insurance & Bonds		\$ 1,000
110-2210-522-2611		Contracted Services / Insurance & Bonds		\$ 3,000

To appropriate TML insurance savings for the professional services agreement with Strategic Government Resources, Inc. for the search and recruitment of an additional Public Relations Manager position.

365-3400-531-6527	101845	Capital - Bonds / Street/Road Improvements - Industrial Boulevard Overlay	\$ 650,000	
365-3400-531-6716	102226	Capital - Bonds / Hartrick Bluff Cost Sharing Agreement - Friars Creek Addition	\$ 514,750	
365-3400-531-6888	100346	Capital - Bonds / Kegley Road Improvements, Phase 1		\$ 133,614
365-2800-532-6810	102175	Capital - Bonds / Traffic Signals - Upgrade School Flasher Clocks		\$ 17,808
365-3500-552-6988	101819	Capital - Bonds / South Temple Park Restrooms		\$ 16,200
365-3400-531-6715	101860	Capital - Bonds / Azalea Drive Cost Sharing Agreement		\$ 58
365-2200-522-6776	101886	Capital - Bonds / Fire Engines - Replace 2004 Crimson Spartan		\$ 4,025
365-2200-522-6776	101896	Capital - Bonds / Fire Engines - Medium Rescue Apparatus		\$ 860
365-0000-315-1116		Reserve for Future Expenditures		\$ 992,185

To reallocate funding from completed projects, as well as appropriate bond interest earning to future projects identified within the Mobility Capital Improvement Program.

**TOTAL AMENDMENTS**

**\$ 1,770,158 \$ 1,770,158**

**GENERAL FUND**

Beginning <b>Contingency</b> Balance	\$ -
Added to Contingency Sweep Account	-
Carry forward from Prior Year	-
Taken From Contingency	-
Net Balance of Contingency Account	\$ -

Beginning <b>Judgments &amp; Damages</b> Contingency	\$ -
Added to Contingency Judgments & Damages from Council Contingency	-
Taken From Judgments & Damages	-
Net Balance of Judgments & Damages Contingency Account	\$ -

Beginning <b>Compensation</b> 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 <b>Budget Sweep</b> Contingency	\$ -
Added to Budget Sweep Contingency	-
Taken From Budget Sweep	-
Net Balance of Budget Sweep Contingency Account	\$ -

**WATER & WASTEWATER FUND**

Beginning <b>Contingency</b> Balance	\$ 100,000
Added to Contingency Sweep Account	-
Taken From Contingency	(55,228)
Net Balance of Contingency Account	\$ 44,772

Beginning <b>Compensation</b> 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**



**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2020 BUDGET**  
**March 5, 2020**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		<b>HOTEL/MOTEL TAX FUND</b>		
		Beginning <b>Contingency</b> Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning <b>Compensation</b> Contingency	\$	19,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(15,533)
		Net Balance of Compensation Contingency Account	\$	3,967
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>	<b>\$</b>	<b>3,967</b>
		<b>DRAINAGE FUND</b>		
		Beginning <b>Contingency</b> Balance	\$	488,446
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	488,446
		Beginning <b>Compensation</b> Contingency	\$	10,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(8,759)
		Net Balance of Compensation Contingency Account	\$	1,741
		<b>Net Balance Drainage Fund Contingency</b>	<b>\$</b>	<b>490,187</b>
		<b>FED/STATE GRANT FUND</b>		
		Beginning <b>Contingency</b> Balance	\$	-
		Carry forward from Prior Year		-
		Added to Contingency Sweep Account		-
		Taken From Contingency		-
		<b>Net Balance Fed/State Grant Fund Contingency</b>	<b>\$</b>	<b>-</b>



## COUNCIL AGENDA ITEM MEMORANDUM

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

Stephanie Hedrick, Interim City Secretary

**ITEM DESCRIPTION:** Consider adopting a resolution declaring the candidates for General Election of May 2, 2020, District 2 and District 3 City Councilmembers, as unopposed and elected to office; thereby canceling the election as ordered.

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

**ITEM SUMMARY:** On February 13, 2020, the City Council ordered an Election for May 2, 2020, for the General Election of May 2, 2020 to elect District 2 and District 3 Councilmembers.

The Election Code permits the cancellation of an election under certain circumstances.

In order to cancel an election in the City, the City Secretary must certify in writing to the City Council that only one candidate's name is to appear on the ballot for the election in a particular district; that no write-in candidates have filed to be placed on the list of write-in candidates for this place; and that no proposition is to appear on the ballot. These certifications have been made on the attached *Certification of Unopposed Candidates* regarding the District 2 and District 3 Councilmember election.

Since there is only one candidate for these seats, Judy Morales (District 2 candidate) and Susan L. Long (District 3 candidate) the Council can declare the unopposed candidates elected to office, thereby canceling the May 2, 2020 General Election as ordered. The *Order of Cancellation*, also attached, will be posted on Election Day at the polling place. The Certificate of Election will be presented to Ms. Morales and Ms. Long following the May 2<sup>nd</sup> election date.

**FISCAL IMPACT:** Funding in the amount of \$24,380 is appropriated in account 110-1400-511-2517, as part of the City Secretary's budget for the 2020 General Election. All other entities holding joint elections with the City will pay their pro rata share of the total cost of conducting the election.

### **ATTACHMENTS:**

[Certificate of Unopposed Candidate](#)  
[Order of Cancellation](#)  
[Resolution](#)

**CERTIFICATION OF UNOPPOSED CANDIDATES**  
**(CERTIFICACIÓN DE CANDIDATOS ÚNICOS)**

**To:** Presiding Officer of Governing Body  
**Al:** *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2020.

*(Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de mayo de 2020.)*

**List offices and names of candidates:**  
*(Lista de cargos y nombres de los candidatos:)*

**Offices (Cargos)**

Council Position 2 (*Concejal Posición 2*)  
Council Position 3 (*Concejal Posición 3*)

**Candidates (Candidatos)**

Judy Morales  
Susan L. Long



\_\_\_\_\_  
**Signature (Firma)**

**Stephanie Hedrick**  
\_\_\_\_\_  
**Printed Name (Nombre en letra de molde)**

**Interim City Secretary**  
\_\_\_\_\_  
**Title (Puesto)**

**March 5, 2020**  
\_\_\_\_\_  
**Date of Signing (Fecha de firma)**



**ORDER OF CANCELLATION**  
**EJEMPLO DE ORDEN DE CANCELACIÓN**

The Temple City Council hereby cancels the election scheduled to be held on May 2, 2020 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

*La Junta de Consejeros de Temple por la presente cancela la elección que, de lo contrario, se hubiera llevado a cabo el 8 de Mayo del 2010 en conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos sin oposición y por la presente quedan elegidos como se indica a continuación:*

**Candidate (Candidato)**

**Office Sought (Cargo al que presenta candidatura)**

Judy Morales  
Susan L. Long

Councilmember District 2  
Councilmember District 3

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.*

\_\_\_\_\_  
Mayor (Presidente)

\_\_\_\_\_  
Secretary (Secretario de ciudad)  
(seal) (sello)

\_\_\_\_\_  
Date of adoption (Fecha de adopción)

See reverse side for instructions  
*Instrucciones en el reverso*

**Instructions for sample order of cancellation:**

To cancel an election, the governing body must first receive and accept the certification that all candidates in the election are unopposed from the authority responsible for preparing the ballot. In a city election, the certifying authority is the city secretary. In other elections, it is the secretary of the political subdivision's governing body or, if the governing body has no secretary, the presiding officer of the governing body. The Secretary of State's Certification of Unopposed Candidates form may be used, or the authority may create its own certification form.

The cancellation order/ordinance must be adopted in an open meeting. The candidates are not required to be present. Certificates of election should be prepared for each unopposed candidate; however, the certificates of election should not be issued until Election Day. Candidates must wait until on or after Election Day to take the oath of office. Candidates may complete the Statement of Elected Officer prior to Election Day. The Statement should be kept locally; it does not need to be sent to the Secretary of State's Office.

Copies of this order/ordinance must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

An election may be cancelled if:

- 1) Each candidate (for full or unexpired terms) whose name is to appear on the ballot is unopposed;
- 2) The election is one in which a declaration of write-in candidacy is required; and
- 3) No proposition is on the ballot.

In an election in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large candidate opposed on the ballot and/or no proposition). The election would continue in the normal manner for the remainder of the political subdivision.

Statutory Reference: 2.051-2.053, Election Code

***Instrucciones para el ejemplo de orden de cancelación:***

*Para cancelar una elección, la entidad gobernante primero debe recibir, y aceptar, la certificación de la autoridad a cargo de preparar la boleta de votación de que todos los candidatos en la elección son candidatos únicos. En una elección municipal esta autoridad es el secretario municipal. En otras elecciones es el secretario de la entidad gobernante de la subdivisión política o, si la entidad gobernante no tiene secretario, el presidente de la entidad gobernante. La entidad gobernante puede utilizar el formulario de Certificación de Candidatos Únicos de la Secretaría de Estado o crear su propio formulario de certificación.*

*La orden/ordenanza de cancelación debe ser adoptada en una reunión abierta. No se requiere que los candidatos estén presentes. Se debe preparar un certificado de elección para cada candidato único; sin embargo, los certificados de elección no se deben emitir hasta el Día de las Elecciones.*

*Los candidatos deben esperar hasta el Día de las Elecciones, o hasta después de dicho día, para ser investidos del cargo bajo juramento. Los candidatos pueden llenar la Declaración de Funcionario Elegido antes del Día de las Elecciones. Este documento se debe mantener en los archivos locales. No es necesario enviarlo a la Oficina del Secretario de Estado.*

*El Día de las Elecciones se debe exhibir una copia de esta orden/ordenanza en todas las mesas electorales que se hubieran utilizado en la elección si no hubiera sido cancelada.*

*Una elección puede ser cancelada si:*

- 1) Todos los candidatos (ya sea para períodos completos o períodos no expirados) cuyos nombres deben aparecer en la boleta de votación son candidatos únicos en su contienda;*
- 2) la elección es una en la que se requiere una declaración de las candidaturas no impresas en la boleta de votación; y*
- 3) no hay ninguna propuesta en la boleta de votación.*

*En una elección en la que cualesquiera de los integrantes de la entidad gobernante se eligen de distritos con un solo integrante, se puede cancelar una elección en un distrito específico si hay un solo candidato y la elección cumple con los requisitos que anteceden (es decir no va aparecer ningun candidato en general que tenga oposición en la boleta o ninguna propuesta).*

*La elección continuaría de la manera normal para el resto de la subdivisión política.  
Referencia jurídica: 2.051-2.053, Código de Elecciones*

RESOLUTION NO. 2020-0005-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, DECLARING THE CANDIDATES FOR THE GENERAL ELECTION OF MAY 2, 2020, FOR DISTRICT 2 AND DISTRICT 3 CITY COUNCILMEMBERS UNOPPOSED AND ELECTED TO OFFICE, THEREBY CANCELING THE ELECTION AS ORDERED; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, on February 13, 2020, the City Council ordered a General Election for May 2, 2020 to elect District 2 and District 3 Councilmembers;

**Whereas**, the Election Code permits the cancellation of an election when candidates are unopposed - in order to cancel an election in the City, the City Secretary must certify in writing to the City Council that only one candidate's name is to appear on the ballot for the election in a particular district, that no write-in candidates have filed to be placed on the list of write-in candidates for this place, and that no proposition is to appear on the ballot;

**Whereas**, these certifications have been made on Exhibit 'A' attached, entitled '*Certification of Unopposed Candidates*' regarding the District 2 and District 3 Councilmember seats;

**Whereas**, since there is only one candidate for these seats, Judy Morales (District 2 candidate) and Susan L. Long (District 3 candidate), the Council can declare the unopposed candidates elected to office, thereby canceling the May 2, 2020 election as ordered;

**Whereas**, the '*Order of Cancellation*', attached hereto as Exhibit 'B,' will be posted on Election Day at polling locations and the Certificate of Election will be presented to Ms. Morales and Ms. Long following the May 2<sup>nd</sup> election date;

**Whereas**, funding for the 2020 General Election was authorized in the City Secretary's fiscal year 2020 budget and appropriated in Account No. 110-1400-511-2517; and

**Whereas**, the City Council of the City of Temple, Texas 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 of the City of Temple, Texas accepts the attached ‘*Certification of Unopposed Status*’ of Candidates for District 2 and District 3 City Councilmembers for the May 2, 2020 General Election as submitted by the City Secretary.

**Part 3:** The City Council declares the candidates for the General Election of May 2, 2020, District 2 and District 3 City Councilmembers as unopposed and elected to office effective May 2, 2020 and cancels the elections as ordered.

**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 5<sup>th</sup> day of **March, 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

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Item #4  
Regular Agenda  
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### **DEPT./DIVISION SUBMISSION & REVIEW:**

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING: Consider adopting an ordinance authorizing an amendment and adopting the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional funding for North 31<sup>st</sup> Street Improvements in FY 2020.

**STAFF RECOMMENDATION:** Conduct a public hearing and adopt ordinance as presented in item description on first reading with second reading and final adoption for March 19, 2020.


**ITEM SUMMARY:** Four bids for the construction of North 31<sup>st</sup> Street Improvements were received on February 19, 2020. This project will provide a roundabout, streetscape improvements from Calhoun Avenue to Bray Street, drainage, water & sewer utilities, and an art feature within the proposed roundabout. The bids for the project also included improvements for Temple Independent School District (TISD). The bid was structured so that TISD will be pay the contractor for their improvements directly. The City will administer the construction contract. An interlocal agreement will outline the details of this arrangement.

The recommended bid is approximately \$631,000 greater than the remaining total project budget. Staff is recommending amending the Financing and Project Plans in the amount of \$750,000 to this project budget. This will cover the funding needed to award the construction contract and allocate \$118,000 of contingency funds for any unforeseen items during the construction period.

There is no change to fund balance as a result of this Reinvestment Zone No. 1 Financing and Project plans after the amendment.

The Reinvestment Zone No. 1 Board recommended approval of this amendment at their February 26, 2020 Board meeting.

**FISCAL IMPACT:** The proposed amendment reallocates funding within the FY 2020 Financing and Project Plans as shown below. The funding available for reallocation is from a combination of balances from completed projects and uncommitted funds on other projects.

Line #	Description	FY 2020
601	North 31st Street Improvements	\$ 750,000
56	Rail Spur Improvements - R&M	\$ (150,000)
102	Rail Backage Road & Rail Improvements	\$ (65,000)
156	Corporate Campus Land	\$ (76,000)
305	Outer Loop - IH35 to Wendland {ROW}	\$ (350,000)
410	1st Street - Avenue A to Central	\$ (40,600)
459	31st Street Improvements	\$ (31,000)
514	Demolition of Old Airport Terminal Building	\$ (22,000)
603	Downtown Neighborhood Overlay	\$ (15,400)
<b>Net change in projects</b> 		<b>\$ -</b>

**ATTACHMENTS:**

- [Financing Plan](#)
- [Summary Financing Plan with Detailed Project Plan](#)
- [Ordinance](#)

DESCRIPTION	Revised Y/E 9/30/20 Year 38	Y/E 9/30/21 Year 39	Y/E 9/30/22 Year 40	2023 41	2024 42	2025 43	2026 44	2027 45	2028 46	2029 47
1 "Taxable Increment"	\$ 489,919,085	\$ 498,516,208	\$ 568,662,049	\$ 624,568,564	\$ 694,628,664	\$ 779,395,271	\$ 909,059,564	\$ 976,914,779	\$ 995,713,886	\$ 1,009,520,136
1 FUND BALANCE, Begin	\$ 36,187,084	\$ 2,322,705	\$ 5,749,302	\$ 2,726,076	\$ 5,232,201	\$ 11,574,289	\$ 3,270,839	\$ 3,345,771	\$ 3,123,907	\$ 3,065,160
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018	-	-	-	-	-	-	-	-	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2020	-	-	-	-	-	-	-	-	-	-
3 Fund Balance Available for Appropriation	\$ 36,187,084	\$ 2,322,705	\$ 5,749,302	\$ 2,726,076	\$ 5,232,201	\$ 11,574,289	\$ 3,270,839	\$ 3,345,771	\$ 3,123,907	\$ 3,065,160
<b>SOURCES OF FUNDS:</b>										
4 Tax Revenues	18,361,300	18,933,922	20,576,548	21,730,998	22,907,011	24,284,761	25,938,736	26,739,308	26,972,655	27,142,025
5 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(275,420)	(284,009)	(308,648)	(325,965)	(343,605)	(364,271)	(389,081)	(401,090)	(404,590)	(407,130)
6 Interest Income	240,000	30,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
7 Grant Funds	50,571	-	-	-	-	-	-	-	-	-
8 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
9 Other Revenues	625,000	-	-	-	-	-	-	-	-	-
10 Sale of land	-	-	-	-	-	-	-	-	-	-
11 Bond Proceeds	14,868,450	-	40,000,000	-	-	-	-	-	-	-
20 Total Sources of Funds	\$ 33,905,902	\$ 18,715,913	\$ 60,313,900	\$ 21,451,033	\$ 22,609,406	\$ 23,966,490	\$ 25,595,655	\$ 26,384,218	\$ 26,614,065	\$ 26,780,895
25 TOTAL AVAILABLE FOR APPROPRIATION	\$ 70,092,986	\$ 21,038,618	\$ 66,063,201	\$ 24,177,109	\$ 27,841,606	\$ 35,540,779	\$ 28,866,494	\$ 29,729,990	\$ 29,737,972	\$ 29,846,054
<b>USE OF FUNDS:</b>										
<b>DEBT SERVICE</b>										
28 2008 Bond Issue-Taxable (\$10.365 mil)	1,237,744	1,241,670	1,242,422	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue (Refunding)	2,497,800	2,497,550	2,494,950	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue (Refunding)	80,050	77,250	78,750	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue (\$25.260 mil)	2,047,944	2,046,494	2,031,494	2,030,094	2,026,694	2,038,413	2,051,613	2,059,113	2,061,713	2,061,713
32 Debt Service - 2018 Issue (\$24 mil)	1,336,000	1,287,000	1,305,000	2,086,750	2,089,000	2,088,750	2,086,000	2,090,750	2,087,500	2,086,500
33 Debt Service - 2019 Issue (\$14.868 mil)	-	1,323,900	882,600	1,357,600	1,359,100	1,358,800	1,356,700	1,357,800	1,356,800	1,358,700
34 Debt Service - 2022 Issue (\$40 mil)	-	-	-	3,437,188	3,911,250	4,022,000	4,023,500	4,025,750	4,023,500	4,021,750
35 Paying Agent Services	3,200	3,200	3,200	2,000	2,000	2,000	2,000	2,000	2,000	2,000
40 Subtotal-Debt Service	7,202,738	8,477,064	8,038,416	8,913,632	9,388,044	9,509,963	9,519,813	9,535,413	9,531,513	9,530,663
<b>OPERATING EXPENDITURES</b>										
50 Prof Svcs/Proj Mgmt	195,298	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,300	1,300	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	528,600	560,600	660,600	677,600	704,600	704,600	704,600	704,600	704,600	704,600
56 Rail Maintenance	65,692	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	280,321	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
59 Transformation Team	798,959	639,784	639,784	639,784	647,784	639,784	639,784	639,784	639,784	639,784
60 Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
61 TEDC-Operating	1,586,113	1,641,627	1,699,084	1,758,552	1,820,101	1,883,805	1,949,738	2,017,979	2,088,608	2,161,709
62 Strategic Investment Zone - Grants	555,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
63 TISD-Reimbursement [per contract]	27,563	28,941	28,941	28,941	30,388	30,388	30,388	31,907	31,907	31,907
65 Subtotal-Operating Expenditures	4,238,846	3,547,252	3,704,809	3,781,277	3,879,273	3,934,977	4,000,910	4,070,670	4,141,299	4,214,400
70 TOTAL DEBT & OPERATING EXPENDITURES	\$ 11,441,584	\$ 12,024,316	\$ 11,743,225	\$ 12,694,909	\$ 13,267,317	\$ 13,444,940	\$ 13,520,723	\$ 13,606,083	\$ 13,672,812	\$ 13,745,063
80 Funds Available for Projects	\$ 58,651,402	\$ 9,014,302	\$ 54,319,976	\$ 11,482,201	\$ 14,574,289	\$ 22,095,839	\$ 15,345,771	\$ 16,123,907	\$ 16,065,160	\$ 16,100,991
<b>PROJECTS</b>										
150 Temple Industrial Park	113,794	265,000	1,500,000	1,500,000	-	3,825,000	-	-	-	-
200 Corporate Campus Park	226,594	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	903,435	-	-	-	-	-	-	-	-	-
350 Outer Loop	13,482,804	-	28,625,000	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-
450 Downtown	31,461,073	3,000,000	7,298,900	1,500,000	2,000,000	5,000,000	-	-	-	-
500 TMED	776,380	-	3,000,000	-	-	-	-	-	-	-
550 Airport Park	2,579,749	-	4,740,000	-	-	-	-	-	-	-
650 Gateway Projects	6,784,868	-	3,430,000	1,500,000	-	10,000,000	-	-	-	-
750 Public Improvements	-	-	3,000,000	1,750,000	1,000,000	-	12,000,000	13,000,000	13,000,000	13,000,000
Subtotal-Projects	56,328,697	3,265,000	51,593,900	6,250,000	3,000,000	18,825,000	12,000,000	13,000,000	13,000,000	13,000,000
TOTAL USE OF FUNDS	\$ 67,770,281	\$ 15,289,316	\$ 63,337,125	\$ 18,944,909	\$ 16,267,317	\$ 32,269,940	\$ 25,520,723	\$ 26,606,083	\$ 26,672,812	\$ 26,745,063
800 FUND BALANCE, End (Available for Appropriation)	\$ 2,322,705	\$ 5,749,302	\$ 2,726,076	\$ 5,232,201	\$ 11,574,289	\$ 3,270,839	\$ 3,345,771	\$ 3,123,907	\$ 3,065,160	\$ 3,100,991

DESCRIPTION	2030 48	2031 49	2032 50	2033 51	2034 52	2035 53	2036 54	2037 55	2038 56	2039 57	2040 58
<b>1 "Taxable Increment"</b>	\$ 1,025,968,886	\$ 1,060,563,761	\$ 1,071,169,399	\$ 1,081,881,092	\$ 1,092,699,903	\$ 1,103,626,902	\$ 1,114,663,171	\$ 1,125,809,802	\$ 1,137,067,900	\$ 1,148,438,579	\$ 1,159,922,965
<b>1 FUND BALANCE, Begin</b>	\$ 3,100,991	\$ 3,292,405	\$ 3,221,812	\$ 3,316,159	\$ 3,078,876	\$ 3,114,730	\$ 3,323,412	\$ 3,211,738	\$ 3,275,206	\$ 3,604,270	\$ 3,107,997
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018	-	-	-	-	-	-	-	-	2,090,750	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2020	-	-	-	-	-	-	-	-	-	-	-
<b>3 Fund Balance Available for Appropriation</b>	<b>\$ 3,100,991</b>	<b>\$ 3,292,405</b>	<b>\$ 3,221,812</b>	<b>\$ 3,316,159</b>	<b>\$ 3,078,876</b>	<b>\$ 3,114,730</b>	<b>\$ 3,323,412</b>	<b>\$ 3,211,738</b>	<b>\$ 5,365,956</b>	<b>\$ 3,604,270</b>	<b>\$ 3,107,997</b>
<b>SOURCES OF FUNDS:</b>											
4 Tax Revenues	27,389,982	27,921,759	28,184,743	28,450,357	28,718,627	28,989,580	29,263,242	29,539,641	29,818,804	30,100,759	30,385,533
5 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(410,850)	(418,826)	(422,771)	(426,755)	(430,779)	(434,844)	(438,949)	(443,095)	(447,282)	(451,511)	(455,783)
6 Interest Income	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
7 Grant Funds	-	-	-	-	-	-	-	-	-	-	-
8 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
9 Other Revenues	-	-	-	-	-	-	-	-	-	-	-
10 Sale of land	-	-	-	-	-	-	-	-	-	-	-
11 Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-
<b>20 Total Sources of Funds</b>	<b>\$ 27,025,132</b>	<b>\$ 27,548,933</b>	<b>\$ 27,807,972</b>	<b>\$ 28,069,602</b>	<b>\$ 28,333,848</b>	<b>\$ 28,600,736</b>	<b>\$ 28,870,293</b>	<b>\$ 29,142,546</b>	<b>\$ 29,417,522</b>	<b>\$ 29,695,248</b>	<b>\$ 29,975,750</b>
<b>25 TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$ 30,126,124</b>	<b>\$ 30,841,338</b>	<b>\$ 31,029,784</b>	<b>\$ 31,385,761</b>	<b>\$ 31,412,723</b>	<b>\$ 31,715,466</b>	<b>\$ 32,193,706</b>	<b>\$ 32,354,285</b>	<b>\$ 34,783,478</b>	<b>\$ 33,299,518</b>	<b>\$ 33,083,747</b>
<b>USE OF FUNDS:</b>											
<b>DEBT SERVICE</b>											
28 2008 Bond Issue-Taxable (\$10.365 mil)	-	-	-	-	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue {Refunding}	-	-	-	-	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue {Refunding}	-	-	-	-	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue {\$25.260 mil)	2,069,113	2,073,513	2,084,913	2,092,913	-	-	-	-	-	-	-
32 Debt Service - 2018 Issue {\$24 mil)	2,087,500	2,090,250	2,089,500	2,090,250	2,087,250	2,090,500	2,089,500	2,089,250	2,089,500	-	-
33 Debt Service - 2019 Issue {\$14.868 mil)	1,358,200	1,360,300	1,359,700	1,361,400	1,360,100	1,360,800	1,358,200	1,357,300	1,357,800	1,359,400	1,356,800
34 Debt Service - 2022 Issue {\$40 mil)	4,025,250	4,023,500	4,026,500	4,023,750	4,025,250	4,025,500	4,024,250	4,026,250	4,026,000	4,023,250	4,022,750
35 Paying Agent Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-
<b>40 Subtotal-Debt Service</b>	<b>9,542,063</b>	<b>9,549,563</b>	<b>9,562,613</b>	<b>9,570,313</b>	<b>7,474,600</b>	<b>7,478,800</b>	<b>7,473,950</b>	<b>7,474,800</b>	<b>7,475,300</b>	<b>5,382,650</b>	<b>5,379,550</b>
<b>OPERATING EXPENDITURES</b>											
50 Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	704,600	704,600	704,600	704,600	704,600	704,600	704,600	704,600	704,600	704,600	704,600
56 Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
59 Transformation Team	639,784	839,784	839,784	839,784	839,784	839,784	839,784	839,784	839,784	839,784	839,784
60 Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
61 TEDC-Operating	2,237,369	2,315,677	2,396,726	2,480,611	2,567,432	2,657,293	2,750,298	2,846,558	2,946,188	3,049,304	3,156,030
62 Strategic Investment Zone - Grants	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
63 TISD-Reimbursement [per contract]	33,502	33,502	33,502	35,177	35,177	35,177	36,936	36,936	36,936	38,783	38,783
<b>65 Subtotal-Operating Expenditures</b>	<b>4,291,655</b>	<b>4,569,963</b>	<b>4,651,012</b>	<b>4,736,572</b>	<b>4,823,393</b>	<b>4,913,254</b>	<b>5,008,018</b>	<b>5,104,278</b>	<b>5,203,908</b>	<b>5,308,871</b>	<b>5,415,597</b>
<b>70 TOTAL DEBT &amp; OPERATING EXPENDITURES</b>	<b>\$ 13,833,718</b>	<b>\$ 14,119,526</b>	<b>\$ 14,213,625</b>	<b>\$ 14,306,885</b>	<b>\$ 12,297,993</b>	<b>\$ 12,392,054</b>	<b>\$ 12,481,968</b>	<b>\$ 12,579,078</b>	<b>\$ 12,679,208</b>	<b>\$ 10,691,521</b>	<b>\$ 10,795,147</b>
<b>80 Funds Available for Projects</b>	<b>\$ 16,292,405</b>	<b>\$ 16,721,812</b>	<b>\$ 16,816,159</b>	<b>\$ 17,078,876</b>	<b>\$ 19,114,730</b>	<b>\$ 19,323,412</b>	<b>\$ 19,711,738</b>	<b>\$ 19,775,206</b>	<b>\$ 22,104,270</b>	<b>\$ 22,607,997</b>	<b>\$ 22,288,600</b>
<b>PROJECTS</b>											
150 Temple Industrial Park	-	-	-	-	-	-	-	-	-	-	-
200 Corporate Campus Park	-	-	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	-	-	-	-	-	-	-	-	-	-	-
350 Outer Loop	-	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-	-
450 Downtown	-	-	-	-	-	-	-	-	-	-	-
500 TMED	-	-	-	-	-	-	-	-	-	-	-
550 Airport Park	-	-	-	-	-	-	-	-	-	-	-
650 Gateway Projects	-	-	-	-	-	-	-	-	-	-	-
750 Public Improvements	13,000,000	13,500,000	13,500,000	14,000,000	16,000,000	16,000,000	16,500,000	16,500,000	18,500,000	19,500,000	19,000,000
<b>Subtotal-Projects</b>	<b>13,000,000</b>	<b>13,500,000</b>	<b>13,500,000</b>	<b>14,000,000</b>	<b>16,000,000</b>	<b>16,000,000</b>	<b>16,500,000</b>	<b>16,500,000</b>	<b>18,500,000</b>	<b>19,500,000</b>	<b>19,000,000</b>
<b>TOTAL USE OF FUNDS</b>	<b>\$ 26,833,718</b>	<b>\$ 27,619,526</b>	<b>\$ 27,713,625</b>	<b>\$ 28,306,885</b>	<b>\$ 28,297,993</b>	<b>\$ 28,392,054</b>	<b>\$ 28,981,968</b>	<b>\$ 29,079,078</b>	<b>\$ 31,179,208</b>	<b>\$ 30,191,521</b>	<b>\$ 29,795,147</b>
<b>800 FUND BALANCE, End (Available for Appropriation)</b>	<b>\$ 3,292,405</b>	<b>\$ 3,221,812</b>	<b>\$ 3,316,159</b>	<b>\$ 3,078,876</b>	<b>\$ 3,114,730</b>	<b>\$ 3,323,412</b>	<b>\$ 3,211,738</b>	<b>\$ 3,275,206</b>	<b>\$ 3,604,270</b>	<b>\$ 3,107,997</b>	<b>\$ 3,288,600</b>

DESCRIPTION	2041 59	2042 60	2043 61	2044 62	2045 63	2046 64	2047 65	2048 66	2049 67	2050 68
1 "Taxable Increment"	\$ 1,171,522,195	\$ 1,183,237,417	\$ 1,195,069,791	\$ 1,207,020,489	\$ 1,219,090,694	\$ 1,231,281,601	\$ 1,243,594,417	\$ 1,256,030,361	\$ 1,268,590,664	\$ 1,281,276,571
1 FUND BALANCE, Begin	\$ 3,288,600	\$ 2,997,599	\$ 3,378,971	\$ 3,185,645	\$ 3,109,328	\$ 3,146,093	\$ 3,295,957	\$ 3,056,772	\$ 2,924,115	\$ 3,397,698
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018	-	-	-	-	-	-	-	-	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2020	-	-	-	-	-	-	-	-	-	-
3 Fund Balance Available for Appropriation	\$ 3,288,600	\$ 2,997,599	\$ 3,378,971	\$ 3,185,645	\$ 3,109,328	\$ 3,146,093	\$ 3,295,957	\$ 3,056,772	\$ 2,924,115	\$ 3,397,698
<b>SOURCES OF FUNDS:</b>										
4 Tax Revenues	30,673,154	30,963,652	25,935,982	26,179,109	26,424,666	26,672,679	26,923,172	27,176,171	27,431,699	27,689,782
5 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(460,097)	(464,455)	(389,040)	(392,687)	(396,370)	(400,090)	(403,848)	(407,643)	(411,475)	(415,347)
6 Interest Income	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
7 Grant Funds	-	-	-	-	-	-	-	-	-	-
8 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
9 Other Revenues	-	-	-	-	-	-	-	-	-	-
10 Sale of land	-	-	-	-	-	-	-	-	-	-
11 Bond Proceeds	-	-	-	-	-	-	-	-	-	-
20 Total Sources of Funds	\$ 30,259,057	\$ 30,545,197	\$ 25,592,942	\$ 25,832,422	\$ 26,074,296	\$ 26,318,589	\$ 26,565,324	\$ 26,814,528	\$ 27,066,224	\$ 27,320,435
25 TOTAL AVAILABLE FOR APPROPRIATION	\$ 33,547,657	\$ 33,542,796	\$ 28,971,914	\$ 29,018,067	\$ 29,183,624	\$ 29,464,681	\$ 29,861,281	\$ 29,871,300	\$ 29,990,339	\$ 30,718,133
<b>USE OF FUNDS:</b>										
<b>DEBT SERVICE</b>										
28 2008 Bond Issue-Taxable (\$10.365 mil)	-	-	-	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue (Refunding)	-	-	-	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue (Refunding)	-	-	-	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue (\$25.260 mil)	-	-	-	-	-	-	-	-	-	-
32 Debt Service - 2018 Issue (\$24 mil)	-	-	-	-	-	-	-	-	-	-
33 Debt Service - 2019 Issue (\$14.868 mil)	-	-	-	-	-	-	-	-	-	-
34 Debt Service - 2022 Issue (\$40 mil)	4,024,000	4,021,500	-	-	-	-	-	-	-	-
35 Paying Agent Services	-	-	-	-	-	-	-	-	-	-
40 Subtotal-Debt Service	4,024,000	4,021,500	-	-	-	-	-	-	-	-
<b>OPERATING EXPENDITURES</b>										
50 Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	704,600	704,600	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000
56 Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
59 Transformation Team	839,784	839,784	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000
60 Contractual Payments [TEDC - Marketing]	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
61 TEDC-Operating	3,266,491	3,380,818	3,499,147	3,621,617	3,748,374	3,879,567	4,015,352	4,155,889	4,301,345	4,451,892
62 Strategic Investment Zone - Grants	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
63 TISD-Reimbursement [per contract]	38,783	40,722	40,722	40,722	42,758	42,758	42,758	44,896	44,896	44,896
65 Subtotal-Operating Expenditures	5,526,058	5,642,324	5,786,269	5,908,739	6,037,532	6,168,725	6,304,510	6,447,185	6,592,641	6,743,188
70 TOTAL DEBT & OPERATING EXPENDITURES	\$ 9,550,058	\$ 9,663,824	\$ 5,786,269	\$ 5,908,739	\$ 6,037,532	\$ 6,168,725	\$ 6,304,510	\$ 6,447,185	\$ 6,592,641	\$ 6,743,188
80 Funds Available for Projects	\$ 23,997,599	\$ 23,878,971	\$ 23,185,645	\$ 23,109,328	\$ 23,146,093	\$ 23,295,957	\$ 23,556,772	\$ 23,424,115	\$ 23,397,698	\$ 23,974,945
<b>PROJECTS</b>										
150 Temple Industrial Park	-	-	-	-	-	-	-	-	-	-
200 Corporate Campus Park	-	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	-	-	-	-	-	-	-	-	-	-
350 Outer Loop	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-
450 Downtown	-	-	-	-	-	-	-	-	-	-
500 TMED	-	-	-	-	-	-	-	-	-	-
550 Airport Park	-	-	-	-	-	-	-	-	-	-
650 Gateway Projects	-	-	-	-	-	-	-	-	-	-
750 Public Improvements	21,000,000	20,500,000	20,000,000	20,000,000	20,000,000	20,000,000	20,500,000	20,500,000	20,000,000	21,000,000
Subtotal-Projects	21,000,000	20,500,000	20,000,000	20,000,000	20,000,000	20,000,000	20,500,000	20,500,000	20,000,000	21,000,000
TOTAL USE OF FUNDS	\$ 30,550,058	\$ 30,163,824	\$ 25,786,269	\$ 25,908,739	\$ 26,037,532	\$ 26,168,725	\$ 26,804,510	\$ 26,947,185	\$ 26,592,641	\$ 27,743,188
800 FUND BALANCE, End (Available for Appropriation)	\$ 2,997,599	\$ 3,378,971	\$ 3,185,645	\$ 3,109,328	\$ 3,146,093	\$ 3,295,957	\$ 3,056,772	\$ 2,924,115	\$ 3,397,698	\$ 2,974,945

DESCRIPTION	2051 69	2052 70	2053 71	2054 72	2055 73	2056 74	2057 75	2058 76	2059 77	2060 78	2061 79	2062 80
1 <b>"Taxable Increment"</b>	\$ 1,294,089,337	\$ 1,307,030,230	\$ 1,320,100,532	\$ 1,333,301,538	\$ 1,346,634,553	\$ 1,360,100,899	\$ 1,373,701,908	\$ 1,387,438,927	\$ 1,401,313,316	\$ 1,415,326,449	\$ 1,429,479,714	\$ 1,443,774,511
1 <b>FUND BALANCE, Begin</b>	\$ 2,974,945	\$ 3,650,887	\$ 3,424,879	\$ 3,293,872	\$ 3,252,287	\$ 3,299,078	\$ 2,930,661	\$ 3,140,779	\$ 2,927,932	\$ 3,287,933	\$ 3,213,782	\$ 3,203,453
2A Adjustments to Debt Service Reserve - Tax Increment Revenue Bonds, Series 2018	-	-	-	-	-	-	-	-	-	-	-	-
2B Adjustments to Debt Service Reserve - Tax Increment Taxable Revenue Bonds, Series 2020	-	-	-	-	-	-	-	-	-	-	-	-
3 <b>Fund Balance Available for Appropriation</b>	\$ 2,974,945	\$ 3,650,887	\$ 3,424,879	\$ 3,293,872	\$ 3,252,287	\$ 3,299,078	\$ 2,930,661	\$ 3,140,779	\$ 2,927,932	\$ 3,287,933	\$ 3,213,782	\$ 3,203,453
<b>SOURCES OF FUNDS:</b>												
4 Tax Revenues	27,950,447	28,213,717	28,479,621	28,748,184	29,019,432	29,293,393	29,570,093	29,849,561	30,131,823	30,416,907	30,704,843	30,995,658
5 Allowance for Uncollected Taxes [1.5% of Tax Revenues]	(419,257)	(423,206)	(427,194)	(431,223)	(435,291)	(439,401)	(443,551)	(447,743)	(451,977)	(456,254)	(460,573)	(464,935)
6 Interest Income	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
7 Grant Funds	-	-	-	-	-	-	-	-	-	-	-	-
8 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
9 Other Revenues	-	-	-	-	-	-	-	-	-	-	-	-
10 Sale of land	-	-	-	-	-	-	-	-	-	-	-	-
11 Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
20 <b>Total Sources of Funds</b>	\$ 27,577,190	\$ 27,836,511	\$ 28,098,427	\$ 28,362,961	\$ 28,630,141	\$ 28,899,992	\$ 29,172,542	\$ 29,447,818	\$ 29,725,846	\$ 30,006,653	\$ 30,290,270	\$ 30,576,723
25 <b>TOTAL AVAILABLE FOR APPROPRIATION</b>	\$ 30,552,136	\$ 31,487,398	\$ 31,523,306	\$ 31,656,834	\$ 31,882,428	\$ 32,199,071	\$ 32,103,202	\$ 32,588,597	\$ 32,653,778	\$ 33,294,587	\$ 33,504,052	\$ 33,780,176
<b>USE OF FUNDS:</b>												
<b>DEBT SERVICE</b>												
28 2008 Bond Issue-Taxable (\$10.365 mil)	-	-	-	-	-	-	-	-	-	-	-	-
29 Debt Service - 2011A Issue (Refunding)	-	-	-	-	-	-	-	-	-	-	-	-
30 Debt Service - 2012 Issue (Refunding)	-	-	-	-	-	-	-	-	-	-	-	-
31 Debt Service - 2013 Issue (\$25.260 mil)	-	-	-	-	-	-	-	-	-	-	-	-
32 Debt Service - 2018 Issue (\$24 mil)	-	-	-	-	-	-	-	-	-	-	-	-
33 Debt Service - 2019 Issue (\$14.868 mil)	-	-	-	-	-	-	-	-	-	-	-	-
34 Debt Service - 2022 Issue (\$40 mil)	-	-	-	-	-	-	-	-	-	-	-	-
35 Paying Agent Services	-	-	-	-	-	-	-	-	-	-	-	-
40 <b>Subtotal-Debt Service</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>OPERATING EXPENDITURES</b>												
50 Prof Svcs/Proj Mgmt	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52 Legal/Audit	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000
56 Rail Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
59 Transformation Team	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000
60 Contractual Payments (TEDC - Marketing)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
61 TEDC-Operating	4,607,708	4,768,978	4,935,892	5,108,648	5,287,451	5,472,512	5,664,050	5,862,292	6,067,472	6,279,833	6,499,627	6,727,114
62 Strategic Investment Zone - Grants	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
63 TISD-Reimbursement [per contract]	47,141	47,141	47,141	49,498	49,498	49,498	51,973	51,973	51,973	54,572	54,572	54,572
65 <b>Subtotal-Operating Expenditures</b>	6,901,249	7,062,519	7,229,433	7,404,546	7,583,349	7,768,410	7,962,423	8,160,665	8,365,845	8,580,805	8,800,599	9,028,086
70 <b>TOTAL DEBT &amp; OPERATING EXPENDITURES</b>	\$ 6,901,249	\$ 7,062,519	\$ 7,229,433	\$ 7,404,546	\$ 7,583,349	\$ 7,768,410	\$ 7,962,423	\$ 8,160,665	\$ 8,365,845	\$ 8,580,805	\$ 8,800,599	\$ 9,028,086
80 <b>Funds Available for Projects</b>	\$ 23,650,887	\$ 24,424,879	\$ 24,293,872	\$ 24,252,287	\$ 24,299,078	\$ 24,430,661	\$ 24,140,779	\$ 24,427,932	\$ 24,287,933	\$ 24,713,782	\$ 24,703,453	\$ 24,752,089
<b>PROJECTS</b>												
150 Temple Industrial Park	-	-	-	-	-	-	-	-	-	-	-	-
200 Corporate Campus Park	-	-	-	-	-	-	-	-	-	-	-	-
250 Bioscience Park/Crossroads Park	-	-	-	-	-	-	-	-	-	-	-	-
350 Outer Loop	-	-	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	-	-	-	-	-	-	-	-	-	-	-	-
450 Downtown	-	-	-	-	-	-	-	-	-	-	-	-
500 TMED	-	-	-	-	-	-	-	-	-	-	-	-
550 Airport Park	-	-	-	-	-	-	-	-	-	-	-	-
650 Gateway Projects	-	-	-	-	-	-	-	-	-	-	-	-
750 Public Improvements	20,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,500,000	21,000,000	21,500,000	21,000,000	21,500,000	21,500,000	24,752,089
<b>Subtotal-Projects</b>	20,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,500,000	21,000,000	21,500,000	21,000,000	21,500,000	21,500,000	24,752,089
<b>TOTAL USE OF FUNDS</b>	\$ 26,901,249	\$ 28,062,519	\$ 28,229,433	\$ 28,404,546	\$ 28,583,349	\$ 29,268,410	\$ 28,962,423	\$ 29,660,665	\$ 29,365,845	\$ 30,080,805	\$ 30,300,599	\$ 33,780,175
800 <b>FUND BALANCE, End (Available for Appropriation)</b>	\$ 3,650,887	\$ 3,424,879	\$ 3,293,872	\$ 3,252,287	\$ 3,299,078	\$ 2,930,661	\$ 3,140,779	\$ 2,927,932	\$ 3,287,933	\$ 3,213,782	\$ 3,203,453	\$ 0

TIF Reinvestment Zone #1  
**Summary Financing Plan with Detailed Project Plan**

Project Plan - 02/26/20 - to Zone Board

<b>SUMMARY FINANCING PLAN</b>												
	Revised 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
1	<b>Beginning Available Fund Balance, Oct 1</b>	\$ 36,187,084	\$ 2,322,705	\$ 5,749,302	\$ 2,726,076	\$ 5,232,201	\$ 11,574,289	\$ 3,270,839	\$ 3,345,771	\$ 3,123,907	\$ 3,065,160	\$ 3,100,991
20	Total Sources of Funds	33,905,902	18,715,913	60,313,900	21,451,033	22,609,406	23,966,490	25,595,655	26,384,218	26,614,065	26,780,895	27,025,132
25	<b>Net Available for Appropriation</b>	<b>70,092,986</b>	<b>21,038,618</b>	<b>66,063,201</b>	<b>24,177,109</b>	<b>27,841,606</b>	<b>35,540,779</b>	<b>28,866,494</b>	<b>29,729,990</b>	<b>29,737,972</b>	<b>29,846,054</b>	<b>30,126,124</b>
50	Professional	195,298	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
52	General Administrative Expenditures	1,300	1,300	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
54	Zone Park Maintenance [mowing, utilities, botanical supplies]	528,600	560,600	660,600	677,600	704,600	704,600	704,600	704,600	704,600	704,600	704,600
56	Rail Maintenance	65,692	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58	Road/Signage Maintenance	280,321	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
59	Downtown Improvements (Transformation Team)	798,959	639,784	639,784	639,784	647,784	639,784	639,784	639,784	639,784	639,784	639,784
60	Contractual Payments (TEDC - Marketing)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
61	TEDC-Operating	1,586,113	1,641,627	1,699,084	1,758,552	1,820,101	1,883,805	1,949,738	2,017,979	2,088,608	2,161,709	2,237,369
62	Strategic Investment Zone - Grants	555,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
63	TISD-Reimbursement [per contract]	27,563	28,941	28,941	28,941	30,388	30,388	30,388	31,907	31,907	31,907	33,502
27	Debt Service - 2009 Issue (Refunding)	-	-	-	-	-	-	-	-	-	-	-
28	Debt Service - 2008 Taxable Issue {\$10.365 mil}	1,237,744	1,241,670	1,242,422	-	-	-	-	-	-	-	-
29	Debt Service - 2011A Issue (Refunding)	2,497,800	2,497,550	2,494,950	-	-	-	-	-	-	-	-
30	Debt Service - 2012 Issue (Refunding)	80,050	77,250	78,750	-	-	-	-	-	-	-	-
31	Debt Service - 2013 Issue {\$25.260 mil}	2,047,944	2,046,494	2,031,494	2,030,094	2,026,694	2,038,413	2,051,613	2,059,113	2,061,713	2,061,713	2,069,113
32	Debt Service - 2018 Issue {\$24 mil}	1,336,000	1,287,000	1,305,000	2,086,750	2,089,000	2,088,750	2,086,000	2,090,750	2,087,500	2,086,500	2,087,500
33	Debt Service - 2019 Issue {\$14.868 mil}	-	1,323,900	882,600	1,357,600	1,359,100	1,358,800	1,356,700	1,357,800	1,356,800	1,358,700	1,358,200
34	Debt Service - 2022 Issue {\$40 mil}	-	-	-	3,437,188	3,911,250	4,022,000	4,023,500	4,025,750	4,023,500	4,021,750	4,025,250
35	Paying Agent Services	3,200	3,200	3,200	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
75	<b>Total Debt &amp; Operating Expenditures</b>	<b>11,441,584</b>	<b>12,024,316</b>	<b>11,743,225</b>	<b>12,694,909</b>	<b>13,267,317</b>	<b>13,444,940</b>	<b>13,520,723</b>	<b>13,606,083</b>	<b>13,672,812</b>	<b>13,745,063</b>	<b>13,833,718</b>
80	<b>Funds Available for Projects</b>	<b>\$ 58,651,402</b>	<b>\$ 9,014,302</b>	<b>\$ 54,319,976</b>	<b>\$ 11,482,201</b>	<b>\$ 14,574,289</b>	<b>\$ 22,095,839</b>	<b>\$ 15,345,771</b>	<b>\$ 16,123,907</b>	<b>\$ 16,065,160</b>	<b>\$ 16,100,991</b>	<b>\$ 16,292,405</b>

<b>PROJECT PLAN</b>											
	Revised 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>TEMPLE INDUSTRIAL PARK:</b>											
102	Rail Backage Road & Rail Improvements (E-W) GST Tract	13,794	-	-	-	-	-	-	-	-	-
103	Rail Backage Road (N-S) GST Tract	-	-	-	-	2,325,000	-	-	-	-	-
104	Industrial Park Grading	100,000	-	1,500,000	1,500,000	-	1,500,000	-	-	-	-
105	Rail Park Receiving and Delivery Tract ROW	-	265,000	-	-	-	-	-	-	-	-
106	Overlay Industrial Blvd	-	-	-	-	-	-	-	-	-	-
150	<b>Total Industrial Park</b>	<b>113,794</b>	<b>265,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>-</b>	<b>3,825,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CORPORATE CAMPUS PARK:</b>											
156	Corporate Campus Land	105,664	-	-	-	-	-	-	-	-	-
157	Mixed Use Master Plan	120,930	-	-	-	-	-	-	-	-	-
200	<b>Total Corporate Campus Park</b>	<b>226,594</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>BIOSCIENCE PARK/CROSSROADS PARK:</b>											
207	Cross Roads Park @ Pepper Creek Trail	903,435	-	-	-	-	-	-	-	-	-
250	<b>Total Bio-Science Park</b>	<b>903,435</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OUTER LOOP</b>											
305	Outer Loop (IH 35 to Wendland) STAG grant (Little Elm Sewer)	8,961	-	-	-	-	-	-	-	-	-
305	Outer Loop (IH 35 to Wendland)	314,557	-	15,825,000	-	-	-	-	-	-	-
310	Outer Loop (Wendland to McLane Pkwy)	141,683	-	12,800,000	-	-	-	-	-	-	-
315	Outer Loop (McLane Pkwy to Central Point Pkwy)	8,217,435	-	-	-	-	-	-	-	-	-
316	Outer Loop Phase V (Poison Oak to Old Waco Road) (bond funded)	2,273,775	-	-	-	-	-	-	-	-	-
320	Outer Loop Phase VI (Old Waco Road to I35 South)	2,526,393	-	-	-	-	-	-	-	-	-
321	East Outer Loop	-	-	-	-	-	-	-	-	-	-
350	<b>Total Research Parkway</b>	<b>13,482,804</b>	<b>-</b>	<b>28,625,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SYNERGY PARK:</b>											
352	Entry Enhancement	-	-	-	-	-	-	-	-	-	-
400	<b>Total Synergy Park</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Summary Financing Plan with Detailed Project Plan**

Project Plan - 02/26/20 - to Zone Board

<b>SUMMARY FINANCING PLAN</b>												
	Revised 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
<b><u>DOWNTOWN:</u></b>												
402	Downtown Lighting Master Plan	28,600	-	-	-	-	-	-	-	-	-	
403	MLK Festival Fields Electric Design	100,000	650,000	-	-	-	-	-	-	-	-	
404	Downtown Lighting	110,000	450,000	-	-	-	-	-	-	-	-	
405	Santa Fe Plaza	310,350	-	-	-	-	-	-	-	-	-	
406	Downtown City Center/Hawn	6,074,895	-	-	-	-	-	-	-	-	-	
407	Santa Fe Market	411,854	-	-	-	-	-	-	-	-	-	
408	1st Street (Avenue B to Central Avenue) and Avenue A (North 3rd to South 2nd)	18,177	-	-	-	-	-	-	-	-	-	
409	1st Street from Avenue A to Avenue B	1,002,435	-	-	-	-	-	-	-	-	-	
410	1st Street from Avenue A to Central Avenue	1,397,400	-	-	-	-	-	-	-	-	-	
411	1st Street Parking Garage	7,077,099	-	-	-	-	-	-	-	-	-	
412	Central Ave/4th Street Parking Garage	9,302,450	-	-	-	-	-	-	-	-	-	
413	Avenue C from Main Street to 24th Street	4,314,218	-	5,500,000	-	-	-	-	-	-	-	
414	24th Street - Avenue C to Central Street Design	148,500	1,000,000	1,798,900	-	-	-	-	-	-	-	
415	Central/Adams Corridor	115,095	-	-	1,500,000	2,000,000	-	-	-	-	-	
416	3rd Street Corridor Enhancement	-	-	-	-	-	-	-	-	-	-	
417	Downtown Corridor Enhancements	700,000	-	-	-	-	-	-	-	-	-	
418	Festival Fields Buildings	-	750,000	-	-	-	-	-	-	-	-	
419	Festival Fields Parking Lot	350,000	-	-	-	-	-	-	-	-	-	
420	Library/City Hall Campus	-	150,000	-	-	-	5,000,000	-	-	-	-	
450	<b>Total Downtown</b>	<b>31,461,073</b>	<b>3,000,000</b>	<b>7,298,900</b>	<b>1,500,000</b>	<b>2,000,000</b>	<b>5,000,000</b>	-	-	-	-	
<b><u>TMED:</u></b>												
458	Loop 363 Frontage Rd (UPRR to 5th TIRZ portion)	182,935	-	-	-	-	-	-	-	-	-	
459	31st Street/Loop 363 Improvements	22,700	-	-	-	-	-	-	-	-	-	
460	31st Street Monumentation (bond funded)	450,000	-	-	-	-	-	-	-	-	-	
461	Veteran's Memorial Blvd. Phase II	118,500	-	3,000,000	-	-	-	-	-	-	-	
462	TMED South 1st Street	2,245	-	-	-	-	-	-	-	-	-	
500	<b>Total TMED</b>	<b>776,380</b>	-	<b>3,000,000</b>	-	-	-	-	-	-	-	
<b><u>AIRPORT PARK:</u></b>												
507	Taxiway for Hangars	110,787	-	-	-	-	-	-	-	-	-	
510	Draughon-Miller Regional Airport FBO Center & Parking	401,950	-	4,740,000	-	-	-	-	-	-	-	
511	Corporate Hangar Phase IV	1,500,000	-	-	-	-	-	-	-	-	-	
512	Clear Area Near Fire Station	-	-	-	-	-	-	-	-	-	-	
513	Tower Refurbishment	172,500	-	-	-	-	-	-	-	-	-	
514	Demolition of Old Terminal Building	6,512	-	-	-	-	-	-	-	-	-	
515	Fence Realignment & Gate	175,000	-	-	-	-	-	-	-	-	-	
516	Airfield Lighting Grant Match	213,000	-	-	-	-	-	-	-	-	-	
550	<b>Total Airport Park</b>	<b>2,579,749</b>	-	<b>4,740,000</b>	-	-	-	-	-	-	-	
<b><u>GATEWAY PROJECTS:</u></b>												
601	North 31st Street (Nugent to Central)	6,269,326	-	-	-	-	-	-	-	-	-	
602	East/West IH 35 Gateway	320,300	-	3,430,000	-	-	-	-	-	-	-	
603	Downtown Neighborhoods Overlay	-	-	-	-	-	-	-	-	-	-	
604	Adams & Central Avenue Bicycle & Pedestrian Improvements Design	45,242	-	-	-	-	-	-	-	-	-	
605	Art District	150,000	-	-	1,500,000	10,000,000	-	-	-	-	-	
650	<b>Total Gateway Projects</b>	<b>6,784,868</b>	-	<b>3,430,000</b>	<b>1,500,000</b>	<b>10,000,000</b>	-	-	-	-	-	
<b><u>Public Improvements</u></b>												
701	Public Improvements	-	-	-	1,000,000	1,000,000	-	12,000,000	13,000,000	13,000,000	13,000,000	
702	Land Acquisition	-	-	3,000,000	750,000	-	-	-	-	-	-	
750	<b>Total Public Improvements</b>	-	-	<b>3,000,000</b>	<b>1,750,000</b>	<b>1,000,000</b>	-	<b>12,000,000</b>	<b>13,000,000</b>	<b>13,000,000</b>	<b>13,000,000</b>	
<b>Total Planned Project Expenditures</b>												
		<b>56,328,697</b>	<b>3,265,000</b>	<b>51,593,900</b>	<b>6,250,000</b>	<b>3,000,000</b>	<b>18,825,000</b>	<b>12,000,000</b>	<b>13,000,000</b>	<b>13,000,000</b>	<b>13,000,000</b>	
800	<b>Available Fund Balance at Year End</b>	<b>\$ 2,322,705</b>	<b>\$ 5,749,302</b>	<b>\$ 2,726,076</b>	<b>\$ 5,232,201</b>	<b>\$ 11,574,289</b>	<b>\$ 3,270,839</b>	<b>\$ 3,345,771</b>	<b>\$ 3,123,907</b>	<b>\$ 3,065,160</b>	<b>\$ 3,100,991</b>	<b>\$ 3,292,405</b>
<b>Reserve for Debt Service - Tax Increment Rev Bonds, Series 2018</b>												
		<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	<b>2,090,750</b>	
<b>Total Fund Balance at Year End</b>												
		<b>\$ 4,413,455</b>	<b>\$ 7,840,052</b>	<b>\$ 4,816,826</b>	<b>\$ 7,322,951</b>	<b>\$ 13,665,039</b>	<b>\$ 5,361,589</b>	<b>\$ 5,436,521</b>	<b>\$ 5,214,657</b>	<b>\$ 5,155,910</b>	<b>\$ 5,191,741</b>	<b>\$ 5,383,155</b>



ORDINANCE NO. 2020-5020

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO AND THE ADOPTION OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1 FINANCING AND PROJECT PLANS TO APPROPRIATE ADDITIONAL FUNDING FOR NORTH 31<sup>ST</sup> STREET IMPROVEMENTS IN FISCAL YEAR 2020; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; DECLARING FINDINGS OF FACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City Council (the "Council") of the City of Temple, Texas, (the "City") created Reinvestment Zone Number One, City of Temple, Texas (the "Zone") by Ordinance No. 1457 adopted on September 16, 1982;

**Whereas**, the Council adopted a Project Plan and Reinvestment Zone Financing Plan for the Zone by Ordinance No. 1525 adopted on December 22, 1983, and thereafter amended such plans by Ordinance No. 1664 adopted on June 20, 1985, Ordinance No. 1719 adopted on November 21, 1985, Ordinance No. 1888 adopted on December 21, 1987, Ordinance No. 1945 adopted on October 20, 1988; Ordinance No. 1961 adopted on December 1, 1988; Ordinance No. 2039 adopted on April 19, 1990; Ordinance No. 91-2119 adopted on December 5, 1991; Ordinance No. 92-2138 adopted on April 7, 1992; Ordinance No. 94-2260 adopted on March 3, 1994; Ordinance No. 95-2351 adopted on June 15, 1995; Ordinance No. 98-2542 adopted on February 5, 1998; Ordinance No. 98-2582 adopted on November 19, 1998; Ordinance No. 99-2619 adopted on March 18, 1999; Ordinance No. 99-2629 adopted on May 6, 1999; Ordinance No. 99-2631 adopted on May 20, 1999; Ordinance No. 99-2647 adopted on August 19, 1999; Ordinance No. 99-2678 adopted on December 16, 1999; Ordinance No. 2000-2682 adopted on January 6, 2000; Ordinance No. 2000-2729 adopted on October 19, 2000; Ordinance No. 2001-2772 adopted on June 7, 2001; Ordinance No. 2001-2782 adopted on July 19, 2001; Ordinance No. 2001-2793 adopted on September 20, 2001; Ordinance No. 2001-2807 on November 15, 2001; Ordinance No. 2001-2813 on December 20, 2001; Ordinance No. 2002-2833 on March 21, 2002; Ordinance No. 2002-2838 on April 18, 2002; Ordinance No. 2002-3847 on June 20, 2002; Ordinance No. 2002-3848 on June 20, 2002; Ordinance No. 2002-3868 on October 17, 2002; Ordinance No. 2003- 3888 on February 20, 2003; Ordinance No. 2003-3894 on April 17, 2003; Ordinance No 2003-3926 on September 18, 2003; Ordinance No. 2004-3695 on July 1, 2004; Ordinance No. 2004-3975 on August 19, 2004; Ordinance No. 2004-3981 on September 16, 2004; Ordinance No. 2005-4001 on May 5, 2005; Ordinance No. 2005-4038 on September 15, 2005; Ordinance No. 2006-4051 on January 5, 2006; Ordinance No. 2006-4076 on the 18<sup>th</sup> day of May, 2006; Ordinance No. 2006-4118; Ordinance No. 2007-4141 on the 19<sup>th</sup> day of April, 2007; Ordinance No. 2007-4155 on July 19, 2007; Ordinance No. 2007-4172 on the 20<sup>th</sup> day of September, 2007; Ordinance No. 2007-4173 on October 25, 2007; Ordinance No. 2008-4201 on the 21<sup>st</sup> day of February, 2008; and Ordinance No. 2008-4217 the 15<sup>th</sup> day of May, 2008; Ordinance No. 2008-4242 the 21<sup>st</sup> day of August, 2008; Ordinance No. 2009-4290 on the 16<sup>th</sup> day of April, 2009; Ordinance No. 2009-4294 on the 21<sup>st</sup> day of May, 2009; Ordinance No. 2009-4316

on the 17<sup>th</sup> day of September, 2009; Ordinance No. 2009-4320 on the 15<sup>th</sup> day of October, 2009; Ordinance No. 2010-4338 on the 18<sup>th</sup> day of February, 2010; Ordinance No. 2010-4373 on the 19<sup>th</sup> day of August, 2010; Ordinance No. 2010-4405 on November 4, 2010; Ordinance No. 2011-4429 on March 17, 2011; Ordinance No. 2011-4455 on July 21, 2011; Ordinance No. 2011-4477 on October 20, 2011; Ordinance No. 2012-4540 on June 21, 2012; and Ordinance No. 2012-4546 on July 19, 2012; Ordinance No. 2012-4554 on September 20, 2012; Ordinance No. 2012-4566 on November 15, 2012; Ordinance No. 2013-4595 on June 20, 2013; Ordinance No. 2014-4665 on May 15, 2014; Ordinance No. 2014-4676 on July 17, 2014; Ordinance No. 2014-4683 on September 18, 2014; Ordinance No. 2014-4695 on December 18, 2014; Ordinance No. 2015-4705 on April 16, 2015; Ordinance No. 2015-4734 on October 17, 2015; Ordinance No. 2016-4789 on July 21, 2016; Ordinance No. 2016-4809 on October 20, 2016; Ordinance No. 2017-4838 on April 20, 2017; Ordinance No. 2017-4851 on July 20, 2017; Ordinance No. 2017-4871 on October 19, 2017; Ordinance No. 2017-4881 on November 16, 2017; Ordinance No. 2018-4885 on January 18, 2018; Ordinance No. 2018-4908 on May 3, 2018; Ordinance No. 2018-4918 on June 21, 2018; Ordinance No. 2018-4931 on September 20, 2018; Ordinance No. 2018-4935 on October 18, 2018; Ordinance No. 2019-4998 on October 17, 2019; Ordinance No. 2019-5003 on November 21, 2019; Ordinance No. 2020-5020 on March 19, 2020;

**Whereas**, the Board of Directors of the Zone has adopted an additional amendment to the Reinvestment Zone Financing and Project Plans for the Zone and forwarded such amendment to the Council for appropriate action;

**Whereas**, the Council finds it necessary to amend the Reinvestment Zone Financing and Project Plans for the Zone to include financial information as hereinafter set forth;

**Whereas**, the Council finds that such amendment to the Reinvestment Zone Financing and Project Plans is feasible and conforms to the Comprehensive Plan of the City, and that this action will promote economic development within the City of Temple; and

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

**Part 1: Findings.** The statements contained in the preamble of this Ordinance are true and correct and are adopted as findings of fact hereby.

**Part 2: Reinvestment Zone Financing and Project Plans.** The City Council authorizes and adopts the amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional funding for North 31<sup>st</sup> Street Improvements in FY 2020, attached hereto as Exhibits A and B.

**Part 3: Plans Effective.** The Financing Plan and Project Plans for the Zone heretofore in effect shall remain in full force and effect according to the terms and provisions thereof, except as specifically amended hereby.

**Part 4: Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

**Part 5: Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

**Part 6: Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **5<sup>th</sup>** day of **March, 2020**.

PASSED AND APPROVED on Second Reading on the **19<sup>th</sup>** day of **March, 2020**.

THE CITY OF TEMPLE, TEXAS

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #5  
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 143.985 +/- acres of land, located on the east side of Hartrick Bluff Road approximately one mile south of its intersection with FM 93, Bell County, Texas.

**STAFF RECOMMENDATION:** Approve as presented and schedule second reading for March 19, 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 October 18, 2019, property owner John Baker filed a written request seeking voluntary annexation of 143.985 acres of land, being more particularly described as Exhibit "A" (Field Notes) and depicted as Exhibit "B" (Drawing).

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 a development agreement on October 29, 2019 and rejected the agreement on November 3, 2019.

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 affected City Departments to determine the services that would be provided on the effective date of the annexation. The property owner accepted the proposed agreement. The City is not required to provide a service that is not included in the agreement.

LGC §§ 43.905 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 Academy Independent School District (AISD) and Bell County on February 18, 2020. Development of this agricultural property is not anticipated; therefore, at this time the City has not identified any financial impact to the school district or County.

**FISCAL IMPACT:** The design of the Little River Basin Wastewater Improvements and the Hartrick Bluff Water Line currently underway contain a proposal to extend water and wastewater services through this area.

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 of Proposed Annexation Area \(Exhibit A\)](#)

[Survey of Proposed Annexation Area \(Exhibit B\)](#)

[Ordinance](#)

VOLUNTARY PETITION FOR ANNEXATION

DATE: Oct 9, 2019

To the City Council of the City of Temple:

John M. Baker is the sole owner of the tract of land containing approximately 143.985 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 North, West and South side of the property. The owner is petitioning the City Council to take the appropriate actions to annex the 143.985 acre tract.

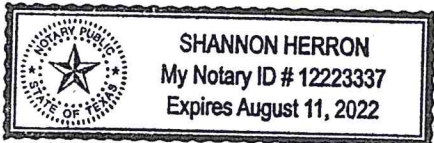
By:   
John M. Baker

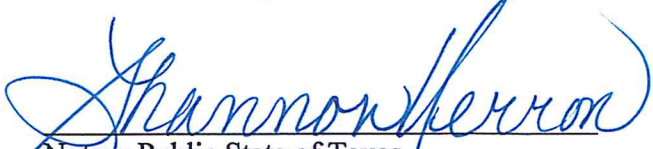
STATE OF TEXAS §

COUNTY OF BELL §

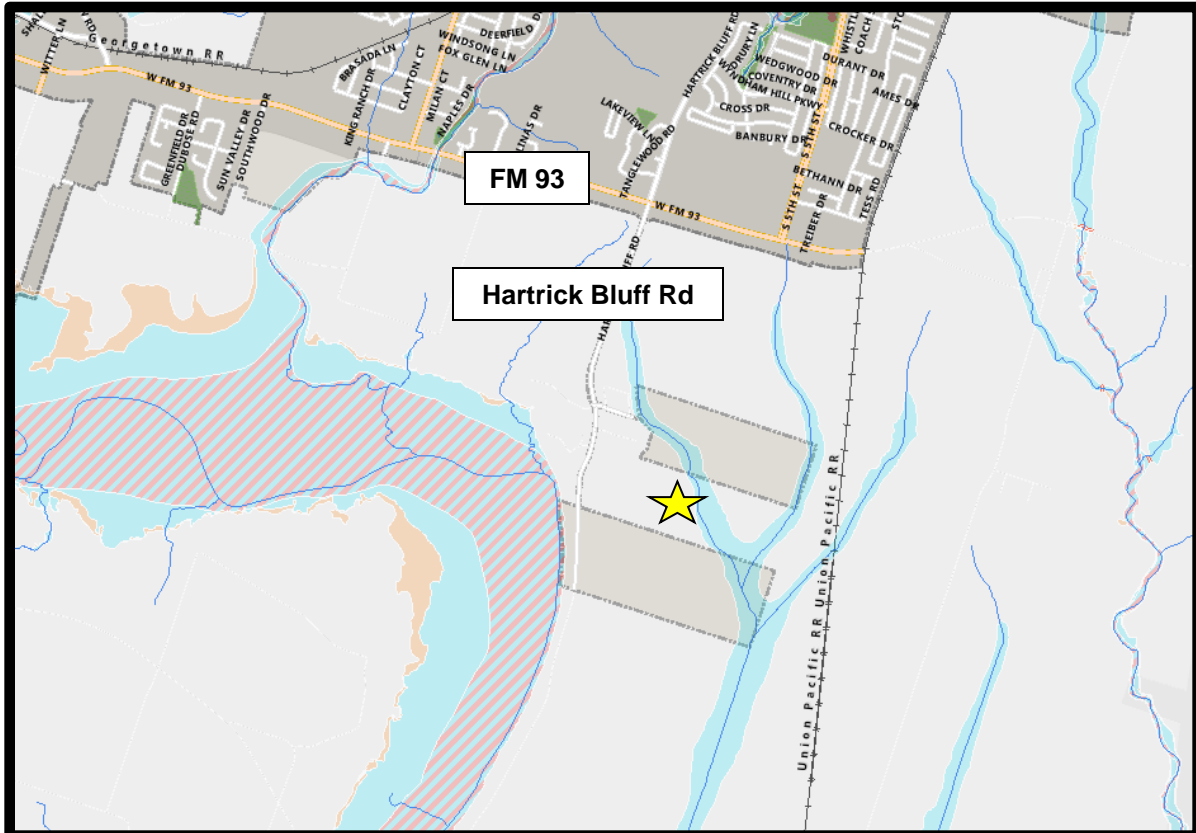
BEFORE ME, the undersigned authority, on this day personally appeared John M. Baker, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 9 day of October, 2019.



  
Notary Public State of Texas

# Vicinity Map & Aerial Photo



Vicinity Map – Yellow Star indicates general location of subject property (City of Temple GIS Maps)



Aerial Photo – Subject property in RED border (City of Temple GIS Maps)

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF TEMPLE, TEXAS AND**  
**JOHN M. BAKER**

This Municipal Services Agreement ("Agreement") is entered into on the 13<sup>th</sup> day of Feb, 2020, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and John M. Baker ("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 143.985 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-20-1-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 bylaw.



### 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. 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. 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.
  - 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, enforcement, 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.
  8. **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.
  9. **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.
  10. **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.
  11. **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.

12. **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.
13. **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.
14. **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.
15. **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.

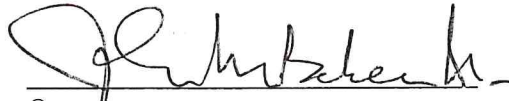
Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

*Signatures to follow.*

**CITY OF TEMPLE**

**JOHN M. BAKER**

By: \_\_\_\_\_  
Brynn Myers  
City Manager

  
Owner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
City Attorney's Office

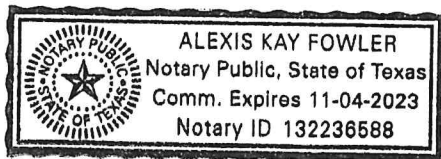
STATE OF TEXAS                   §  
COUNTY OF BELL               §

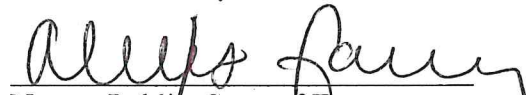
This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2020  
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF BELL               §

This instrument was acknowledged before me on Feb 13, 2020 by **John M. Baker**.



  
Notary Public, State of Texas

# EXHIBIT A

19-1911

BEING a 143.985 acre tract of land situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Bell County, Texas and being all of that certain 124.36 acre tract ( TRACT ONE ) and all of that certain 3.26 acre tract ( TRACT TWO ) described in a Deed dated October 14, 1983 from Henry Wayne Chupik and wife, Barabara Chupik to John M. Baker and wife, Bobbie L. Baker and being of record in Volume 1901, Page 821, Deed Records of Bell County, Texas and being all of that certain 16.40 acre tract of land described in a Deed dated October 14, 1983 from Henry Wayne Chupik and wife, Barabara Chupik to John M. Baker and wife, Bobbie L. Baker and being of record in Volume 1901, Page 829, Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found being the southwest corner of the said 3.26 acre tract ( TRACT TWO ) and being the northwest corner of that certain 34.747 acre tract of land described in a Warranty Deed dated March, 2013 from H. Wayne Chupik and Barbara Chupik to Fr. Jose Simon Palliparambil and David Simon and being of record in Document No. 2013-00013763, Official Public Records of Bell County, Texas and being in the east right-of-way line of Hartrick Bluff Road ( a publicly maintained roadway ) and being at the beginning of a curve to the right having a radius equals 495.24 feet ( calls 495.24 feet ), chord bearing equals N. 16° 24' 16" E., 60.05 feet for corner;

THENCE 60.09 feet along the arc of said curve to the right departing the said 37.747 acre tract and with the west boundary line of the said 3.26 acre tract ( TRACT TWO ) ( calls 60.2 feet ) and with the said east right-of-way line to a 1/2" iron rod found being the northwest corner of the said 3.26 acre tract a ( TRACT TWO ) and being the southwest corner of that certain 21.0 acre tract of land described in a General Warranty Deed dated October 21, 2008 from H. Wayne Chupik to H. Wayne Chupik and Barbara Chupik and being of record in Document No. 2008-00043303, Official Public Records of Bell County, Texas ( description in said Document No. 2008-00043303 does not form a mathematically closed figure ) for corner;

THENCE S. 73° 24' 10" E., 1267.24 feet departing the said east right-of-way line and with the north boundary line of the said 3.26 acre tract ( TRACT TWO ) ( calls N. 71° 21' 36" W., 2380.58 feet ) and with the south boundary line of the said 21.0 acre tract ( calls S. 71° 21' 26" E., 1299.70 feet ) to a 1" iron pipe found being the southeast corner of the said 21.0 acre tract and being the southwest corner of the said 16.40 acre tract for corner;

THENCE N. 16° 50' 42" E., 658.19 feet departing the said north boundary line and with the west boundary line of the said 16.40 acre tract ( calls S. 18° 30' 34" W., 659.88 feet ) and with the east boundary line of the said 21.0 acre tract ( calls N. 18° 30' 34" E., 659.88 feet ) to a 2" iron pipe found being the northwest corner of the said 16.40 acre tract and being the northeast corner of the said 21.0 acre tract and being in the south boundary line of the remainder of that certain 122.191 acre tract of land described in a Correction Affidavit dated April 23, 2018 from JDJS Investments, Inc. to Short-Term Lending Gp, Inc and being of record in Document No. 2018-00020037, Official Public Records of Bell County, Texas for corner;

THENCE S. 73° 31' 04" E., 3261.48 feet departing the said 21.0 acre tract and with the north boundary line of the said 16.40 acre tract ( calls N. 71° 27' 26" W., 1080.88 feet ) and continuing with the north boundary line of the said 124.36 acre tract ( TRACT ONE )( calls N. 71° 27' 26" W., 2192.80 feet ) and with the south boundary line of the said remainder 122.191 acre tract to a 1/2" iron rod with cap stamped "QUICK" found being the southeast corner of the said remainder 122.191 acre tract ( calls N. 73° 31' 04" W., 3459.35 feet ) and being an ell corner of the said 124.36 acre tract ( TRACT ONE ) for corner;

Page 1 of 3



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

THENCE N. 16° 27' 33" E., 242.51 feet with a west boundary line of the said 124.36 acre tract ( TRACT ONE )( calls S. 21° 37' 09" W., 250.0 feet ) and with the east boundary line of the said remainder 122.191 acre tract ( calls S. 16° 27' 33" W., 242.51 feet ) to a 1" iron pipe found being the most easterly northwest corner of the said 124.36 acre tract and being the southwest corner of that certain 18.983 acre tract of land being described in a Warranty Deed dated June 22, 2000 from E. J. Daniel and wife, Martha Kamas Daniel to Daniel Three Forks Farm, Ltd., a Texas limited partnership and being of record in Volume 4225, Page 711, Official Public Records of Bell County, Texas for corner;

THENCE S. 73° 58' 43" E., 817.95 feet departing the said remainder 122.191 acre tract and with a north boundary line of the said 124.36 acre tract ( TRACT ONE )( calls N. 71° 02' 20" W., 410.0 feet and N. 72° 13' 38" W., 381.0 feet ) and with the south boundary line of the said 18.983 acre tract ( calls N. 72° 20' 27" W., 816.15 feet ) to a 1/2" iron rod with cap stamped "RPLS 2475" set being the southeast corner of the said 18.983 acre tract and being the northeast corner of the said 124.36 acre tract ( TRACT ONE ) and being in the west right-of-way line of the M.K.T. Railroad company as occupied and evidenced on the ground for corner;

THENCE S. 04° 11' 38" W., 2308.80 feet departing the said 18.983 acre tract and with the east boundary line of the said 124.36 acre tract ( TRACT ONE )( calls N. 06° 13' 28" E., 2310.0 feet ) and with the said west right-of-way line to a 1" iron pipe found being the southeast corner of the said 124.36 acre tract ( TRACT ONE ) and being the northeast corner of that certain 20.884 acre tract of land described in said Volume 4225, Page 711 for corner;

THENCE N. 72° 15' 29" W., 1331.10 feet departing the said west right-of-way line and with the south boundary line of the said 124.36 acre tract ( TRACT ONE )( calls S. 70° 22' 24" E., 1323.17 feet ) and with the north boundary line of the said 20.884 acre tract ( calls S. 70° 26' 43" E., 1322.11 feet ) to a 1" iron pipe found being the northwest corner of the said 20.884 acre tract and being the most easterly southwest corner of the said 124.36 acre tract ( TRACT ONE ) and being in the east boundary line of that certain 160.050 acre tract of land described in a Warranty Deed dated March 15, 2018 from Mary Lavelle Hartrick Amato to Short-Term Lending Gp, Inc and being of record in Document No. 2018-00010557, Official Public Records of Bell County, Texas for corner;

THENCE N. 16° 24' 40" E., 591.10 feet departing the said 20.884 acre tract and with a west boundary line of the said 124.36 acre tract ( TRACT ONE )( calls S. 18° 36' 40" W., 588.36 feet ) and with the east boundary line of the said 160.050 acre tract ( calls S. 16° 24' 40" W., 1694.53 feet ) to a 1/2" iron rod with cap stamped "POLLOK" found being the northeast corner of the said 160.050 acre tract and being an ell corner of the said 124.36 acre tract ( TRACT ONE ) for corner;

THENCE N. 73° 28' 50" W., 2166.81 feet with a south boundary line of the said 124.36 acre tract ( TRACT ONE )( calls S. 71° 21' 26" E., 2166.87 feet ) and with the north boundary line of the said 160.050 acre tract ( calls S. 73° 28' 50" E., 4344.07 feet ) to a fence corner post found being an ell corner of the said 124.36 acre tract ( TRACT ONE ) and being the southeast corner of the aforementioned 34.747 acre tract for corner;

THENCE N. 16° 49' 55" E., 664.67 feet departing the said 160.050 acre tract and with a west boundary liner of the said 124.36 acre tract ( TRAXCT ONE )( calls S. 18° 30' 34" W., 1387.94 feet ) and with the east boundary line of the said 34.747 acre tract ( calls S. 18° 53' 32" W., 664.83 feet ) to a 1/2" iron rod found being the northeast corner of the said 34.747 acre tract and being the southeast corner of the aforementioned 3.26 acre tract for corner;



THENCE N. 73° 24' 10" W., 2347.75 feet with the south boundary line of the said 3.26 acre tract ( calls S. 71° 21' 26" E., 2353.67 feet ) and with the north boundary liner of the said 34.747 acre tract ( calls S. 71° 21' 26" E., 2347.64 feet ) to the Point of BEGINNING and containing 143.985 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.



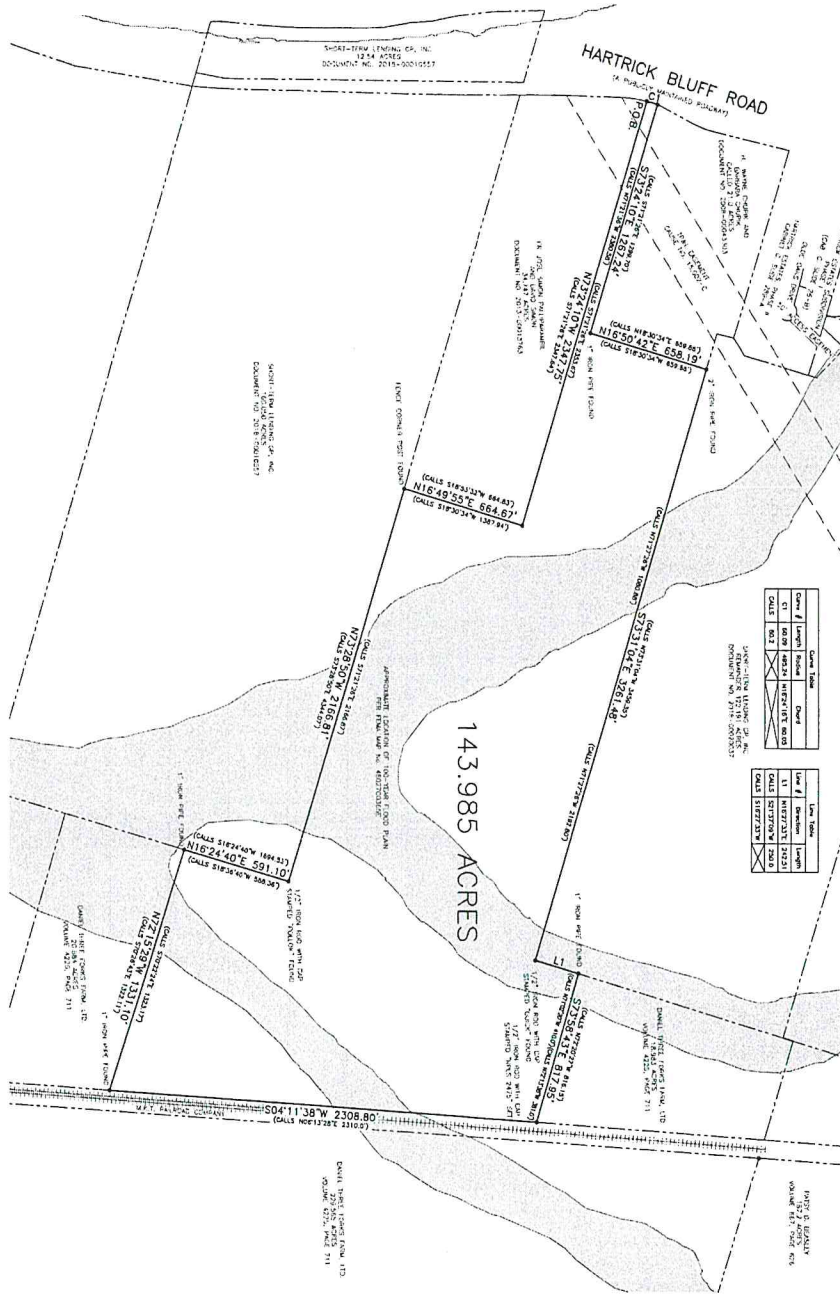
Michael E. Alvis, R.P.L.S. #5402  
September 23, 2019



THIS PROJECT IS REFERENCED IN NAD 1983, CENTRAL TEXAS STATE PLANE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID BEARINGS.

ALL COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 541  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 30' 47"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999858  
PUBLISHED CITY COORDINATES ARE X = 3,216,784.76 Y = 10,341,981.47  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS  
N. 45° 38' 10" E., 6259.57 FEET.  
GRID DISTANCE = SURFACE DISTANCE X CCF  
GEODETIC NORTH = GRID NORTH + THETA ANGLE

# EXHIBIT B



CALL	AREA	DATE
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BEING a 143.985 acre tract of land more particularly described by separate land notes.  
 THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE INSURANCE POLICY AND NO FURTHER DEDUCTIBLE RESEARCH WAS PERFORMED BY THIS COMPANY.  
 BEING a 143.985 acre tract of land situated in the MAXIMO MORENO SURVEY, ABSTRACT 345, BELL COUNTY, TEXAS, and containing 143.985 acres, more or less, as shown on the plat hereof, and being a part of the 328-acre tract (TRACT TWO) described in a Deed dated October 26, 1940, from Henry Moore Grimes and his wife, Mary Grimes, to John Edgar Baker, of Bell County, Texas, and being a part of the 1630-acre tract of land described in a Deed dated October 26, 1940, from Henry Moore Grimes and his wife, Mary Grimes, to John Edgar Baker and his wife, Beulah L. Baker, and being of record in Volume 18011, Page 626, Deed Records of Bell County, Texas.  
 STATE OF TEXAS  
 COUNTY OF BELL  
 I, the undersigned, do hereby certify that this survey and the acreage thereon as shown on this plat are correct and that there are no discrepancies, conflicts, mortgages in the public record, or other encumbrances of any kind or character, and that the land thereon is not subject to any lien or claim of any kind or character, and that I have complied with all laws of the State of Texas in this respect.  
 My commission expires on the 2nd day of October 2018.  
 Method E. Mox, R.P.L.S., No. 5427

THIS PLAT IS RETURNED IN THE 1901, ORIGINAL, THIS DAY FROM THE PROPERTY OF THE RECORDS SERVICE, BELL COUNTY, TEXAS 76711.  
 ALL INFORMATION ON THIS PLAT IS BASED ON THE RECORDS SERVICE, BELL COUNTY, TEXAS 76711. THE RECORDS SERVICE, BELL COUNTY, TEXAS 76711, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT.  
 ALL INFORMATION ON THIS PLAT IS BASED ON THE RECORDS SERVICE, BELL COUNTY, TEXAS 76711. THE RECORDS SERVICE, BELL COUNTY, TEXAS 76711, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT.

- 1" = 100'
- 1/2" = 50'
- 1/4" = 25'
- 1/8" = 12.5'
- 1/16" = 6.25'

NO.	DATE	DESCRIPTION	BY
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SURVEY OF:  
 143.985 ACRES  
 MAXIMO MORENO SURVEY  
 ABSTRACT 345  
 BELL COUNTY, TEXAS  
 PREPARED FOR:  
 JOHN M. BAKER

**TURLEY ASSOCIATES, INC.**  
 ENGINEERING • PLANNING • SURVEYING  
 301 N. 3rd St. Temple, Texas 76701  
 254.773.2400  
 www.turley-ins.com  
 TYPE No. T-1658 • TPLS No. 10056000

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ORDINANCE NO. 2020-5021  
(FY-20-1-ANX)

AN ORDINANCE OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE VOLUNTARY ANNEXATION OF APPROXIMATELY 143.985 ACRES OF LAND, LOCATED ON THE EAST SIDE OF HARTRICK BLUFF ROAD APPROXIMATELY 1 MILE SOUTH OF ITS INTERSECTION WITH FARM-TO-MARKET 93, BELL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**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**, LGC § 43.0671 allows a municipality to annex an area if each owner of land in the area requests the annexation and on October 18, 2019, property owner John Baker filed a written request seeking voluntary annexation of approximately 143.985 acres of land, being more particularly described as Exhibit “A” (Field Notes) and depicted as Exhibit “B” (Drawing);

**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 is 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 a development agreement on October 29, 2019 and rejected the agreement on November 3, 2019;

**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, the proposed agreement was circulated to affected City Departments to determine the services that would be provided on the effective date of the annexation - the property owner accepted the proposed agreement;

**Whereas**, 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;

**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 Academy Independent School District and Bell County on February 18, 2020;

**Whereas**, the design of the Little River Basin Wastewater Improvements and the Hartrick Bluff Water Line currently underway contain a proposal to extend water and wastewater services

through this area - if the property is annexed, the City's ad valorem tax base will increase and result in future property tax revenue for the City; 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 143.985 acres of land, located on the east side of Hartrick Bluff Road approximately 1 mile south of its intersection with Farm-to-Market 93, Bell County, Texas, described in Exhibits 'A' and 'B' 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 "C."

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

**Part 5:** The annexed Property shall be zoned at a future date, 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 **5<sup>th</sup>** day of **March, 2020.**

PASSED AND APPROVED on Second and Final Reading on the **19<sup>th</sup>** day of **March, 2020.**

THE CITY OF TEMPLE, TEXAS

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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03/05/20  
Item #6  
Regular Agenda  
Page 1 of 2

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

Tammy Lyerly, Senior Planner

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING – FY-20-13-ZC: Consider adopting an ordinance authorizing a rezoning from Multiple Family-Two to Office-Two zoning district on 12.154 +/- acres, located on Lot 1, Block 1, Hilliard Crossing, Bell County, Texas, addressed as 7154 Honeysuckle Drive.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** At its February 3, 2020, meeting the Planning and Zoning Commission voted 7/0 to recommend approval of the requested rezoning from Multiple Family-Two (MF-2) to Office-Two (O-2) zoning district, per staff recommendation.

**STAFF RECOMMENDATION:** Staff recommends a rezoning from Multiple Family-Two (MF-2) to Office-Two (O-2) zoning district for the following reasons:

1. Compatible with surrounding zoning and land uses;
2. Compliance with the Thoroughfare Plan; and
3. Compliance with availability of public facilities to serve the subject property

**PROPOSED CITY COUNCIL MEETING SCHEDULE:** This rezoning is scheduled for City Council 1st Reading on March 5, 2020 and 2nd Reading on March 19, 2020.

**ITEM SUMMARY:** The applicants request this rezoning from Multiple Family-Two (MF-2) to Office-Two (O-2) zoning district on 12.154 +/- acres of land to allow a large office complex for Texell Credit Union with possible business tenants.

The applicant's requested Office-Two (O-2) zoning district is intended to allow for office uses in an area that is primarily business or high density residential. This district provides for professional, financial, medical and other office services and may include corporate offices and major employment centers, per Unified Development Code (UDC) Section 4.3.

**COMPREHENSIVE PLAN COMPLIANCE:** The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan:

### Future Land Use and Character Plan (FLUP) (CP Map 3.1)

The subject property is within the **Suburban Commercial character district** of the *Choices '08* City of Temple Comprehensive Plan. The applicant's requested Office-Two (O-2) zoning district is compatible with the Suburban Commercial character district.

Draft Future Development Plan (as part of new Comprehensive Plan currently in progress)

The subject property complies with the proposed **Corridor Mixed-Use** designation for this area.

Thoroughfare Plan (CP Map 5.2) and Temple Trails Master Plan Map and Sidewalk Ordinance

The subject property is located at the northeast corner of Honeysuckle Drive and Green Hollow Drive. Both are local streets that function as collectors.

Availability of Public Facilities (CP Goal 4.1)

There are existing 8-inch water lines within the street rights-of-way of Honeysuckle Drive and Green Hollow Drive. An existing 8-inch sanitary sewer line is located within the street rights-of-way of Honeysuckle Drive and Green Hollow Drive.

**PUBLIC NOTICE:** Fifteen notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Friday, February 21, 2020, six notices have been returned in favor of the proposed rezoning and none in opposition to the proposed rezoning.

The newspaper printed notice of the public hearing on January 23, 2020, in accordance with state law and local ordinance.



**FISCAL IMPACT:** Not Applicable




**ATTACHMENTS:**


[Site and Surrounding Property Photos](#)  
[Maps](#)  
[Development Regulations](#)  
[Property Owners Response Letters](#)  
[Ordinance](#)

**SURROUNDING PROPERTY AND USES:**

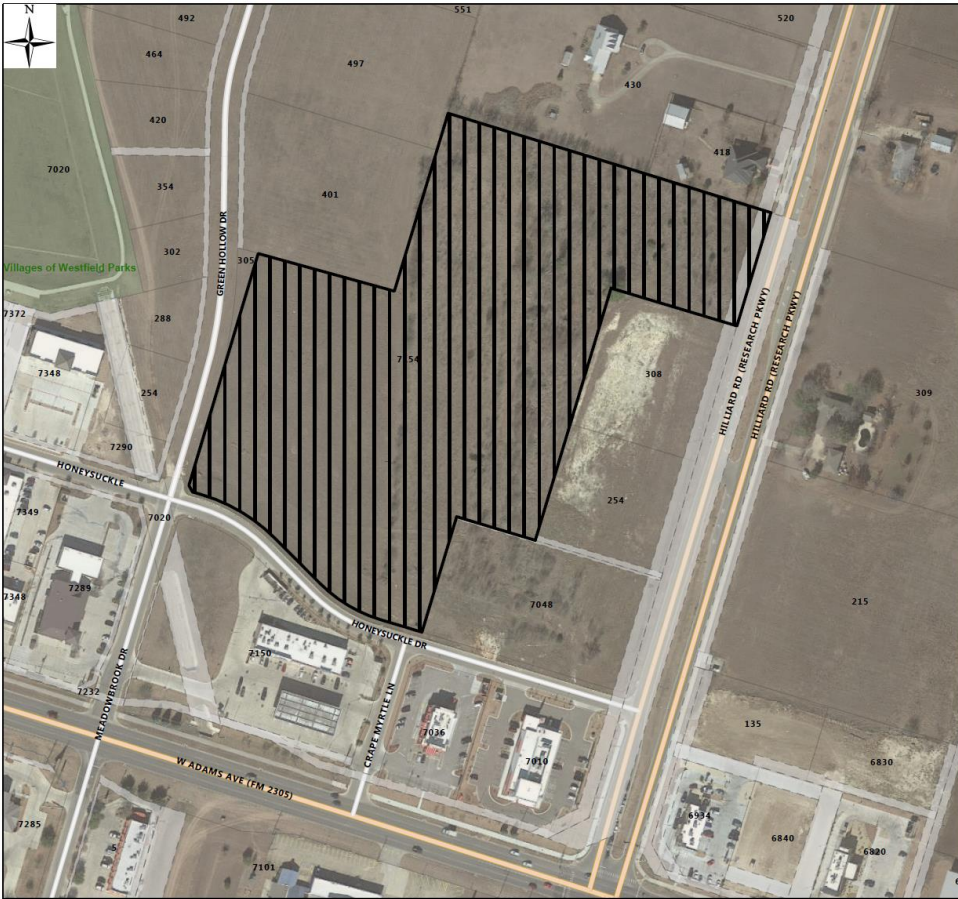
The following table shows the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	MF-2	Undeveloped Land	 <p data-bbox="743 730 987 766">Honeysuckle Dr</p>
			 <p data-bbox="716 1459 1219 1495">Hilliard Rd / Research Pkwy View</p>

Direction	Zoning	Current Land Use	Photo
East	AG & GR	Rural Residential	 <p data-bbox="792 604 1214 642">Hilliard Rd / Research Pkwy</p>
			 <p data-bbox="850 1199 1273 1236">Hilliard Rd / Research Pkwy</p>
West	PD-GR	Undeveloped Land, Offices, & Retail	 <p data-bbox="938 1730 1192 1768">Green Hollow Dr</p>

Direction	Zoning	Current Land Use	Photo
South	GR	Convenience Store & Restaurant	 <p data-bbox="1073 495 1317 531">Honeysuckle Dr</p>
			 <p data-bbox="1089 1041 1333 1077">Honeysuckle Dr</p>
North	PD-GR, GR, & AG	Residential & Undeveloped Land	 <p data-bbox="967 1465 1471 1501">Hilliard Rd / Research Pkwy View</p>
			 <p data-bbox="724 1881 967 1917">Green Hollow Dr</p>





MF-2 To O-2

AERIAL MAP

Zoning Case :  
FY-20-13-ZC

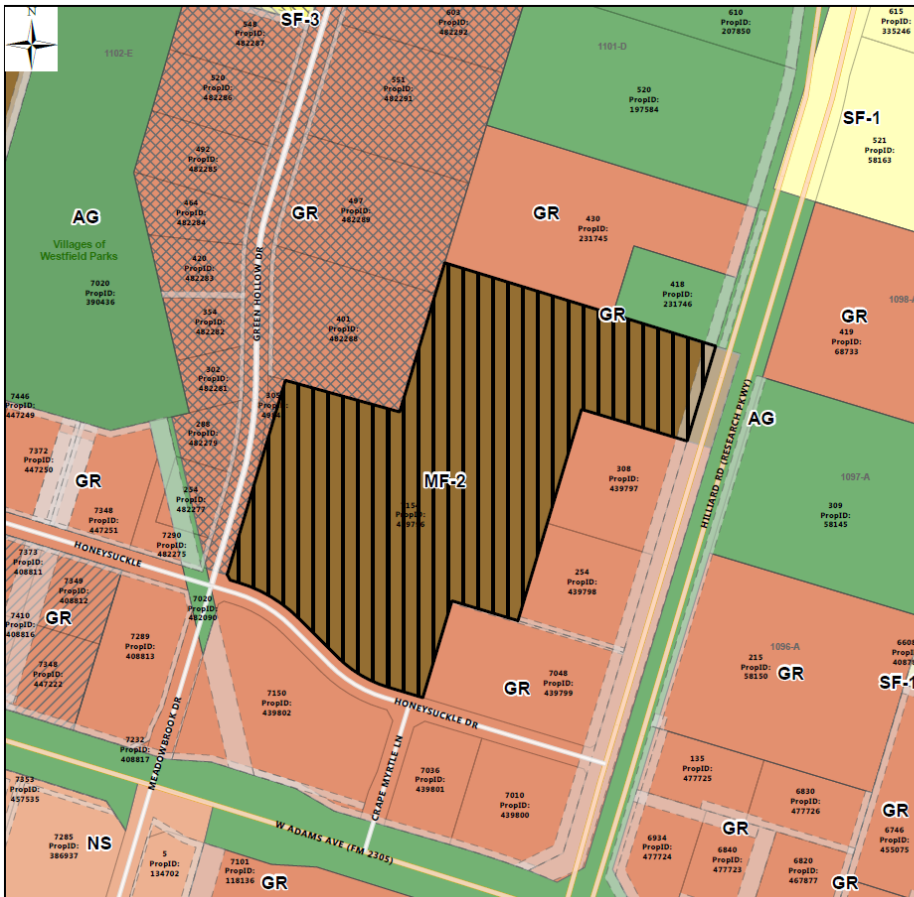
Address :  
7154 Honeysuckle Dr

Transportation

- Streets
- MAJOR ARTERIAL
  - COLLECTOR
  - LOCAL STREET
  - Temple Municipal Boundary
- Parcel Features
- Parcels
  - Production.SDE.Easement

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

tyerly  
Date: 1/10/2020



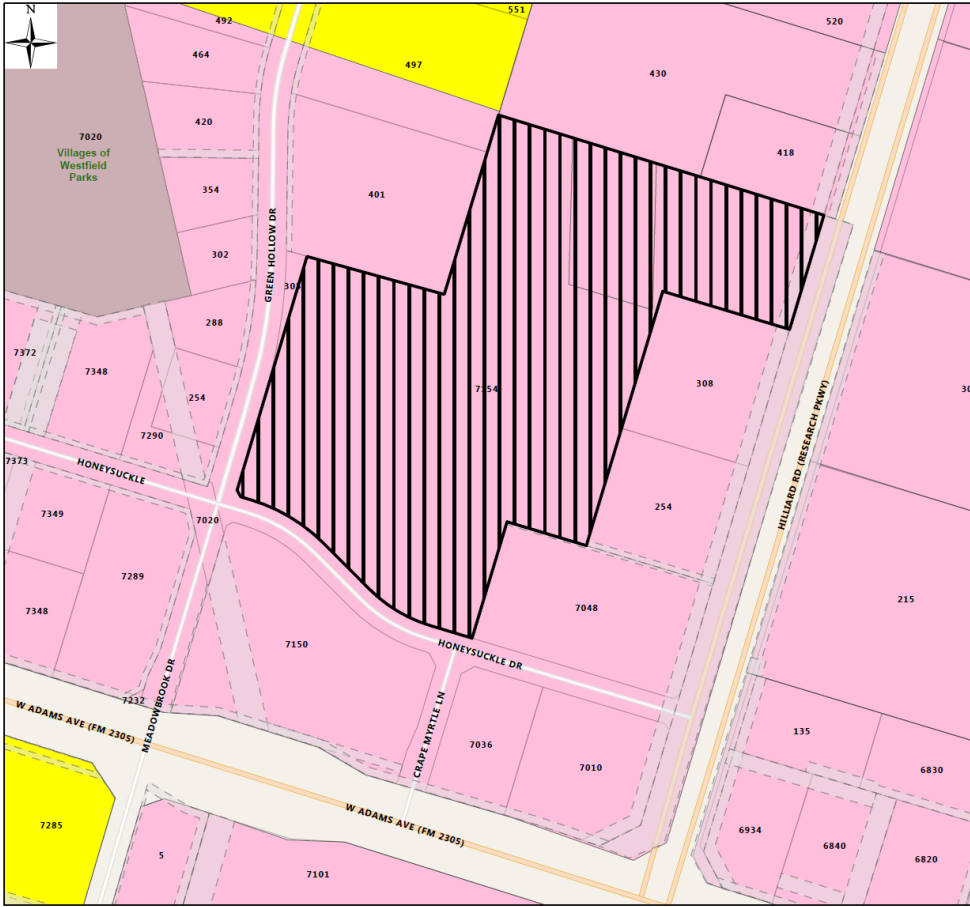
MF-2 To O-2

Zoning Case :  
FY-20-13-ZC  
Address :  
7154 Honeysuckle Dr

- Current Zoning
- HS - CLP
  - HS - CLP
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tyerly  
Date: 1/10/2020





MF-2 To O-2  
**FUTURE LAND USE MAP**  
 Zoning Case :  
 FY-20-13-ZC  
 Address :  
 7154 Honeysuckle Dr

Transportation  
 EXPRESSWAY  
 MAJOR ARTERIAL  
 COLLECTOR  
 LOCAL STREET  
 MINOR ARTERIAL  
 PRIVATE  
 RAMP

Parcel Features  
 Parcels  
 Future LUP  
 Agricultural/Rural  
 Auto-Urban Commercial  
 Auto-Urban Mixed Use  
 Auto-Urban Multi-Family  
 Auto-Urban Residential  
 Business Park  
 Estate Residential  
 Industrial  
 Neighborhood Conservation  
 Parks & Open Space  
 Public Institutional  
 Suburban Commercial  
 Suburban Residential  
 Temple Medical Education District  
 Urban Center  
 Production,SDE, Easement

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

tlyerly  
 Date: 1/10/2020



MF-2 To O-2  
**THOROUGHFARE AND TRAILS MAP**  
 Zoning Case :  
 FY-20-13-ZC  
 Address :  
 7154 Honeysuckle Dr

Parcel Features  
 Parcels  
 Thoroughfare Plan  
 EXPRESSWAY  
 Major Arterial  
 Proposed Major Arterial  
 Minor Arterial  
 Proposed Minor Arterial  
 Collector  
 Proposed Collector  
 Trails Master Plan  
 X • EXISTING, CITY WIDE SPINE

EXISTING, COMMUNITY WIDE CONNECTOR  
 EXISTING, LOCAL CONNECTOR  
 PROPOSED, CITY WIDE SPINE  
 PROPOSED, COMMUNITY WIDE CONNECTOR  
 PROPOSED, LOCAL CONNECTOR  
 Production,SDE

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

tlyerly  
 Date: 1/10/2020



**DEVELOPMENT REGULATIONS:** Nonresidential dimensional standards for the O-2 district are:

<b>O-2 (Proposed)</b>	
Minimum Lot Size	N/A
Minimum Lot Width	N/A
Minimum Lot Depth	N/A
Front Setback	*25 Feet
Side Setback	*5 Feet
Side Setback (corner)	*10 Feet
Rear Setback	10 Feet (UDC Sect. 4.4)
Max Building Height	ALH (Any legal height not prohibited by other laws)
*UDC Section 4.4- Measurements and Special Case	

Although the property is anticipated for development of nonresidential uses, there are a number of other uses allowed in the O-2 district which, include but are not limited to:

<b>Permitted &amp; Conditional Use Table – Office Two (O-2)</b>	
<b>Agricultural Uses</b>	* Farm, Ranch or Orchard
<b>Residential Uses</b>	* Single Family Residence (detached & attached) * Two-Family (duplex) * Multiple-Family (apartment)
<b>Retail &amp; Service Uses</b>	*Office Hotel or Motel Restaurant (drive-in & not drive-in) Bank Bakery Barber shop or Beauty shop Drug store
<b>Commercial Uses</b>	* None
<b>Industrial Uses</b>	* Temporary Asphalt & Concrete Batching Plat (CUP)
<b>Recreational Uses</b>	* Park or Playground
<b>Educational &amp; Institutional Uses</b>	* Cemetery, Crematorium or Mausoleum (CUP) * Place of Worship * Child Care: Group Day Care (CUP) * Social Service Center (CUP)
<b>Transportation Uses</b>	* Railroad Track Right-of-Way Emergency Vehicle Service

Prohibited uses include HUD-Code manufactured homes and land lease communities, most commercial uses and industrial uses.

<b>Surrounding Property &amp; Uses</b>			
<b><u>Direction</u></b>	<b><u>Future Land Use Map</u></b>	<b><u>Zoning</u></b>	<b><u>Current Land Use</u></b>
Site	Suburban Commercial	MF-2	Undeveloped Land
North	Suburban Commercial	GR & AG	Undeveloped Land & Single-Family Residential
South	Suburban Commercial	GR	General Retail Uses, Banking, Personal Care Services, Medical, Convenience Store
East	Suburban Commercial	GR & AG	Undeveloped Land
West	Suburban Commercial	GR & PD-GR	Undeveloped Land & General Retail Uses

**COMPREHENSIVE PLAN (CP) COMPLIANCE:** The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan

:

<b>Document</b>	<b>Policy, Goal, Objective or Map</b>	<b>Compliance?</b>
CP	Map 3.1 - Future Land Use Map	Yes
CP	Map 5.2 - Thoroughfare Plan	Yes
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Yes
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	Yes

CP = Comprehensive Plan      STP = Sidewalk and Trails Plan



1/23

**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

Property ID #482279

**RECEIVED**

SHORT-TERM LENDING GP INC  
15 N MAIN ST  
TEMPLE, TX 76501-7629

JAN 30 2020

City of Temple  
Planning & Development

**Zoning Application Number:** FY-20-13-ZC

**Case Manager:** Tammy Lyerly

Location: 7154 Honeysuckle Drive

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I  agree

( ) disagree with this request

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature**

Short Term Lending GP, Inc

**Print Name**

By Thomas C Baird, President

1/30/20

(Optional)

**Provide email and/or phone number if you want Staff to contact you**

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, [tyerly@templetx.gov](mailto:tyerly@templetx.gov), or mail or hand-deliver this comment form to the address below, no later than **February 3, 2020**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: 1/21/20

***OPTIONAL:*** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

Property ID #482289

KIELLA DEVELOPMENT INC  
PO BOX 1344  
TEMPLE, TX 76503-1344

**RECEIVED**

JAN 30 2020

City of Temple  
Planning & Development

**Zoning Application Number: FY-20-13-ZC**

**Case Manager: Tammy Lyerly**

Location: 7154 Honeysuckle Drive

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I  agree

( ) disagree with this request

**Comments:**

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Signature

Scott Kielle  
Print Name

\_\_\_\_\_ (Optional)  
**Provide email and/or phone number if you want Staff to contact you**

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, [tyerly@templetx.gov](mailto:tyerly@templetx.gov), or mail or hand-deliver this comment form to the address below, no later than **February 3, 2020**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: 1/21/20

***OPTIONAL:*** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



RESPONSE TO PROPOSED REZONING REQUEST CITY OF TEMPLE

RECEIVED JAN 30 2020 City of Temple Planning & Development

Property ID #439796

HILLIARD CORNER PARTNERS LTD 1240 N KIMBALL AVE SOUTHLAKE, TX 76092-4707

Zoning Application Number: FY-20-13-ZC

Case Manager: Tammy Lyerly

Location: 7154 Honeysuckle Drive

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I (X) agree ( ) disagree with this request

Comments:

Four horizontal lines for writing comments.

Signature [Handwritten Signature]

Print Name Brenna A. Wadley

Provide email and/or phone number if you want Staff to contact you (Optional)

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tlyerly@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than February 3, 2020.

City of Temple Planning Department 2 North Main Street, Suite 102 Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: 1/21/20

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.





**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

Property ID #482277

WESTFIELD CAPITAL LLC  
PO BOX 1344  
TEMPLE, TX 76503

**RECEIVED**

JAN 31 2020

City of Temple  
Planning & Development

**Zoning Application Number:** FY-20-13-ZC

**Case Manager:** Tammy Lyerly

Location: 7154 Honeysuckle Drive

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I  agree

( ) disagree with this request

**Comments:**

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Bob Browder

Signature

BOB BROWDER

Print Name

\_\_\_\_\_  
**Provide email and/or phone number if you want Staff to contact you** (Optional)

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, [tlyerly@templetx.gov](mailto:tlyerly@templetx.gov), or mail or hand-deliver this comment form to the address below, no later than **February 3, 2020**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: 1/21/20

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



RESPONSE TO PROPOSED REZONING REQUEST CITY OF TEMPLE

Property ID #439797

JENCER INVESTMENTS INC
3820 FALL CREEK LN
TEMPLE, TX 76504

RECEIVED FEB - 3 2020 City of Temple Planning & Development

Zoning Application Number: FY-20-13-ZC

Case Manager: Tammy Lyerly

Location: 7154 Honeysuckle Drive

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I (X) agree

( ) disagree with this request

Comments:

Three horizontal lines for writing comments.

Handwritten signature of David Neman

Signature

Print name: DAVID NEMAN

Print Name

tneman3@aol.com 254-721-1771 (Optional)

Provide email and/or phone number if you want Staff to contact you

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tlyerly@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than February 3, 2020.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: 1/21/20

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



**RESPONSE TO PROPOSED  
REZONING REQUEST  
CITY OF TEMPLE**

**RECEIVED**  
FEB 20 2020  
City of Temple  
Planning & Development

Property ID #68733

FRITZ HERITAGE LLC  
518 RIVERWOOD DR  
BELTON, TX 76513

**Zoning Application Number:** FY-20-13-ZC

**Case Manager:** Tammy Lyerly

Location: 7154 Honeysuckle Drive

The proposed rezoning is the area shown in hatched marking on the attached map. Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the possible rezoning of the property described on the attached notice, and provide any additional comments you may have.

I  agree                      ( ) disagree with this request

**Comments:**

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Mark Zwerneman  
Signature

Mark Zwerneman, Pres, FRITZ Heritage LLC  
Print Name

\_\_\_\_\_  
**Provide email and/or phone number if you want Staff to contact you** (Optional)

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, [tyerly@templetx.gov](mailto:tyerly@templetx.gov), or mail or hand-deliver this comment form to the address below, no later than **February 3, 2020**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed: 15

Date Mailed: 1/21/20

***OPTIONAL:*** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

ORDINANCE NO. 2020-5022  
(FY-20-13-ZC)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM MULTIPLE FAMILY TWO TO OFFICE TWO ZONING DISTRICT ON APPROXIMATELY 12.154 ACRES, LOCATED ON LOT 1, BLOCK 1, HILLIARD CROSSING, BELL COUNTY, TEXAS, ADDRESSED AS 7154 HONEYSUCKLE DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the applicants request this rezoning from Multiple Family Two to Office Two zoning district on approximately 12.154 acres of land to allow a large office complex for Texell Credit Union with possible business tenants;

**Whereas**, the applicant's requested Office Two zoning district is intended to allow for office uses in an area that is primarily business or high density residential - this district provides for professional, financial, medical and other office services and may include corporate offices and major employment centers, per Unified Development Code (UDC) Section 4.3;

**Whereas**, the Planning and Zoning Commission of the City of Temple, Texas, at its February 3, 2020 meeting voted 7 to 0 to recommend Council approve of the rezoning from Multiple Family Two to Office Two (O-2) zoning district on approximately 12.154 acres, located on Lot 1, Block 1, Hilliard Crossing, Bell County, Texas, addressed as 7154 Honeysuckle Drive; and

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

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

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

**Part 2:** The City Council approves of the rezoning from Multiple Family Two to Office Two (O-2) zoning district on approximately 12.154 acres, located on Lot 1, Block 1, Hilliard Crossing, Bell County, Texas, addressed as 7154 Honeysuckle Drive.

**Part 3:** The City Council approves the Site Development Plan made a part hereof for all purposes.

**Part 4:** The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

**Part 5:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

**Part 6:** This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

**Part 7:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **5<sup>th</sup>** day of **March, 2020**.

PASSED AND APPROVED on Second Reading on the **19<sup>th</sup>** day of **March, 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

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03/05/20  
Item #4  
Regular Agenda  
Page 1 of 2

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

Stephanie Hedrick, Interim City Secretary

**ITEM DESCRIPTION:** Consider adopting a resolution appointing members to the following City boards and commissions:

- (A) Building Board of Appeals – four members to fill expiring terms through March 1, 2024;
- (B) Building & Standards Commission – two members (one alternate & one commissioner) to fill an unexpired term through March 1, 2021; and four members (one alternate & three commissioners) to fill expiring terms through March 1, 2022;
- (C) Development Standards Advisory Board - three members to fill an expiring term through March 1, 2023;
- (D) Parks & Recreational Services Advisory Board – two members to fill expiring terms through March 1, 2023;
- (E) Temple Public Safety Advisory Board – one member to fill an unexpired term through September 1, 2020;
- (F) Zoning Board of Adjustment – five members to fill expiring terms through March 1, 2022;

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

**ITEM SUMMARY:** In accordance with the City Council adopted policies governing the appointment and training of citizens to City boards, appointments to the above stated boards are to be made with an effective date of March 1, 2020.

Please see the attached board summary forms, which list current board members, purpose, membership requirements, term and meeting time/place for the boards. Also attached is a summary listing of all applications received for board appointments. Individual board application forms on file for these boards have already been provided. New application forms received will be forwarded to the Council as received by the City Secretary.

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

[Board Summary to be provided](#)  
[Resolution](#)