



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd FLOOR - CONFERENCE ROOM

THURSDAY, MARCH 3, 2011

3:00 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, March 3, 2011.
2. Discuss mowing of right-of-ways.
3. Discuss the proposed FY 2011-2012 budget and related issues.

5:00 P.M.

MUNICIPAL BUILDING

**2 NORTH MAIN STREET
CITY COUNCIL CHAMBERS – 2ND FLOOR**

TEMPLE, TX

REGULAR MEETING AGENDA

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

II. PROCLAMATIONS & SPECIAL RECOGNITIONS

3. (A) [Project ReDirectory Kickoff](#) [March 2011](#)
- (B) [Presentation of 2010 Achievement of Excellence in Libraries Award from the Texas Municipal Library Directors Association.](#)

III. PUBLIC COMMENTS

Citizens who desire to address the Council on any matter may sign up to do so prior to this meeting. Public comments will be received during this portion of the meeting. Please limit comments to 3 minutes. No discussion or final action will be taken by the City Council.

IV. CONSENT AGENDA

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

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

Minutes:

- (A) [February 17, 2011 Special Called and Regular Meeting](#)

Contracts, Leases & Bid

- (B) [2011-6249-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, for survey and design services required to design the South First Street Gateway Improvements at Loop 363 within the Temple Medical and Education District (TMED) in an amount not to exceed \$185,000.
- (C) [2011-6250-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP (KPA), to develop options and cost estimates for alternatives in creating a rail safety zone, in an amount not to exceed \$25,000.
- (D) [2011-6251-R](#): Consider adopting a resolution authorizing a professional services agreement with Clark and Fuller, PLLC of Temple in the amount of \$58,309.70 for engineering services required for the 2011 City of Temple Community Development Block Grant (CDBG) South 1st Street Sidewalk Improvements.
- (E) [2011-6252-R](#): Consider adopting a resolution authorizing a change order #3 to the construction contract with K&S Backhoe Services, Inc., (K&S) of Gatesville for construction activities required to build the Centex Sportsman Water Line Improvements in west Temple in an amount not to exceed \$35,587.60.
- (F) [2011-6253-R](#): Consider adopting a resolution authorizing Temple Heat & Air L.L.C. to replace the HVAC system cooling tower in the Library under an existing annual contract in the estimated amount of \$52,995.
- (G) [2011-6254-R](#): Consider adopting a resolution ratifying a contract with Perry Office Plus of Temple, for Police Headquarters relocation services in an amount not to exceed \$27,500 and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this project.
- (H) [2011-6255-R](#): Consider adopting a resolution authorizing an agreement with Waste Management to operate the Temple Landfill (amending and replacing the existing 2004 Agreement with Waste Management).

Ordinances – Second and Final Reading

- (I) [2011-4428](#): SECOND READING – A-FY-10-15: Consider adopting an ordinance closing 650 feet of the 11-foot wide alley in Block 9, South Park Addition, located on the east side of Scott & White Park, between West Avenue R and West Avenue P; and closing 575.9 feet of the 11-foot wide alley in Blocks 1 and 5, South Park Addition, between West Avenue P and the northwest corner of Lot 1, Block 1 of South Park Addition; and retaining 11-foot wide blanket utility easements for each.

Misc.

- (J) [2011-6256-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2010-2011.

V. REGULAR AGENDA

ORDINANCES

5. **2011-4429:** FIRST READING - PUBLIC HEARING – Consider adopting an ordinance authorizing amendments to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to reallocate funding from Line 456, Avenue R (31st Street to 15th Street), to Line 457, Avenue U from Scott and White Boulevard to 1st Street and the 13th to 17th connector from Avenue R to Loop 363 in the amount of \$350,000 in FY 2011 and \$600,000 in FY 2012.

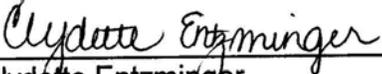
BOARD APPOINTMENTS

6. **2011-6257-R:** Consider adopting a resolution appointing members to the following City boards and commissions:
- (A) Building Board of Appeals – one member to fill an unexpired term through March 1, 2012
 - (B) Library Board – one member to fill an unexpired term through September 1, 2011
 - (C) Temple Public Safety Advisory Board – one member to fill an unexpired term through September 1, 2013
 - (D) Zoning Board of Adjustment – one alternate member to fill expiring term through March 1, 2013

The City Council reserves the right to discuss any items in executive (closed) session

Whenever permitted by the Texas Open Meetings Act.

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 11:45 AM, on February 25, 2011.



Clydette Entzminger
City Secretary

I certify that this Notice of Meeting Agenda was removed by me from the outside bulletin board in front of the City Municipal Building at _____ on the _____ day of _____ 2011. _____



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(A)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Clydette Entzminger, City Secretary

ITEM DESCRIPTION: Approve Minutes:

(A) February 17, 2011 Special Called and Regular Meeting

STAFF RECOMMENDATION: Approve minutes as presented in item description.

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

FISCAL IMPACT: N/A

ATTACHMENTS:

February 17, 2011 Special Called and Regular Meeting

TEMPLE CITY COUNCIL

FEBRUARY 17, 2011

The City Council of the City of Temple, Texas conducted a Special Meeting on Thursday, February 17, 2011, at 4:00 P.M., in the Conference Room, 3rd Floor, Municipal Building, 2 North Main Street.

Present:

Councilmember Danny Dunn
Councilmember Marty Janczak
Mayor Pro Tem Patsy E. Luna
Councilmember Russell Schneider
Mayor William A. Jones, III

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, February 17, 2011.

Consent Agenda Item 6(E) - Contract with American Constructors: Councilmember Schneider indicated he would abstain from voting on this item.

Consent Agenda Item 6(H) - Z-FY-11-14: Councilmember Janczak stated this property is shown as Urban Estates in the Comprehensive Plan and the applicant is requesting SF1 zoning. He stated he would be in favor of approving PD-SF1 to tie the applicant to the number of lots desired. The Councilmembers discussed the previous platting of the property and the Subdivision exceptions that were approved.

Consent Agenda Item 6(J) - First Quarter Financial Report: Traci Barnard, Director of Finance, showed the new format for this report, noting the additional information that has been included.

2. Receive legislative update from the City Manager.

David Blackburn, City Manager, provided the Councilmembers with several handouts regarding the TML and Tex-21 legislative programs for 2011. He began with a review of some of the key dates of the 82nd legislative session which is underway. The City's approach to the legislature has historically been through Texas Municipal League (TML), City, elected officials and staff organizations, and lobbyists. Mr. Blackburn provided some background information about TML, whose 2011 legislative goals are to protect local decision-making authority, providing funding for vital municipal services and protect and enhance essential services. He reviewed the legislative priority focus areas of TML and their guiding philosophies. TML's highest priority is always to defeat/oppose bad legislation and 13 specific areas have been identified as bad legislation for 2011. Mr. Blackburn also reviewed the areas where TML will seek passage of legislation, support, endorse, oppose or take no position on the passage of particular bills. TML has identified 67 bills as 'city-related' and Mr. Blackburn reviewed several of these relating to property taxes, transportation, mandated health benefits, and poice tuition exemption.

Tex-21's priority legislative targets include support for improvement of transportation funding mechanisms, ending or reducing diversions of transportation fees and

support of revenues derived from toll roads remaining in the region where generated.

Mr. Blackburn stated the City of Temple has engaged lobbyist services since 2000, although these services were suspended in 2008 due to budget constraints. An item on the regular meeting agenda tonight will resume the City's legislative consulting services with the Texas Lobby Group. The primary objectives of our lobbyist are to assist the City with items of specific interest, including economic development, tax increment financing reinvestment zones and TMRS.

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, February 17, 2011 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

Present:

Councilmember Danny Dunn
Councilmember Marty Janczak
Mayor Pro Tem Patsy E. Luna
Councilmember Russell Schneider
Mayor William A. Jones, III

I. CALL TO ORDER

1. Invocation

Mr. Gregory Hartigan, Chaplain for District 14 VFW, voiced the invocation.

2. Pledge of Allegiance

Fire Chief Lonzo Wallace led the Pledge of Allegiance.

II. PROCLAMATIONS & SPECIAL RECOGNITIONS

3. Severe Weather Awareness Week February 20 - 26, 2011

Mayor Jones presented this proclamation to Fire Chief Lonzo Wallace.

Following this presentation, Chief Wallace announced that Holy Trinity Catholic High School and the City of Temple have joined with FEMA for the construction of a community tornado shelter. Holy Trinity received a grant of just over \$1 million for the construction of a community safe room on the northeast corner of the new Holy Trinity campus. The daily use of that building will be as a cafeteria and auditorium for the school. Chief Wallace introduced representatives from Holy Trinity Catholic High School that were present.

III. PUBLIC COMMENTS

Amos Martinez, 4905 J.I. Bruce Drive, addressed the Council. He presented the City of Temple with a framed poster, "In God in Trust," for display in City Hall. Mr. Martinez stated has has been involved with an effort to have these posters placed in schools throughout Belton and Temple.

Milton Hensley, 301 Mitchell Drive, addressed the Council regarding the problems with the Police Station. He hoped the Council would have a discussion about this with the citizens of Temple since \$11.3 million has already been spent on the building and now another \$7.6 million will be needed.

Pat Patterson, 2116 West Avenue H, stated the Temple Area Home Builders Association has hired an Executive Director, Blair Anderson, who he introduced at this time. A reception will be held tomorrow at the TABA offices to introduce Mr. Anderson to the community.

IV. REPORTS

4. Receive a report from the Police Department as required by the Racial Profiling Statute contained in the Texas Code of Criminal Procedure.

Police Chief Gary Smith presented this report to the City Council. He reviewed the changes in law affecting the 2010 report. Chief Smith reviewed data regarding the number of traffic stops, citations and arrests issued during 2010. The data was based on the U.S. Census Bureau 2009 estimates for Bell County and 2005-2008 estimates for the Temple Census. Data presented in this report relates to race known prior to stop for citations, arrests, and citation and arrests; citations with search, citations with search by consent, motor vehicle stops leading to arrest and arrest and search. Chief Smith explained how the Police Department complies with the law on racial profiling. He concluded the Temple Police Department operates in a fair and consistent manner with the diversity within our population.

V. BOND ITEM

5. 2011-4427: FIRST & FINAL READING - PUBLIC HEARING- Consider adopting an ordinance authorizing the issuance of City of Temple, Texas Limited Tax Notes, Series 2011; authorizing the levy of an ad valorem tax in support of the notes; approving a paying agent/registrar agreement, an official statement and other agreements related to the sale and issuance of notes; establishing the procedures for selling and delivering the notes; authorizing the reimbursement of certain project costs prior to issuance of the notes and authorizing other matters related to the issuance of the notes, to be considered on an emergency basis.

Traci Barnard, Director of Finance, introduced this item to the City Council. This ordinance would authorize the issuance of limited tax notes in an amount not to exceed \$7.6M and delegate authority to the City Manager and Director of Finance for sale and delivery of the funds. The delegation authority is valid for 12 months and the sale is anticipated in May/June 2011. The use of funds would be for all costs associated with construction and renovations of the Temple Police Headquarters. These limited tax notes will be structured to minimize ad valorem tax impact, and will include a call feature to allow payoff prior to maturity, which will not exceed 7 years. The City has filed a lawsuit seeking recovery of all costs associated with the renovation of the Police Headquarters facility including, but not limited to design, construction, relocation, legal and other related expenditures.

Carol Polumbo, McCall, Parkhurst, & Horton, the City's bond counsel discussed

several elements of the proposed ordinance, explaining this is essentially a short term note.

David Blackburn, City Manager, stated the dollar amount of the notes is a not to exceed amount. We believe the lawsuit filed has merit and all costs will be sought to be recovered. The renovation will be extensive and take approximately 8-12 months to complete. The old police department will be used, as well as several other City facilities, and there will be no disruption of police services to citizens. The City's prime objective is safety of the employees and people visiting that building, Mr. Blackburn stated.

Mayor Jones declared the public hearing open with regard to agenda item 5 and asked if anyone wished to address this item.

Milton Hensley, 301 Mitchell, addressed the City Council. He asked why this happened.

Mr. Blackburn stated that is part of the litigation that is underway, to determine what caused the defects.

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

Motion by Mayor Pro Tem Patsy E. Luna to adopt ordinance of first and final reading, on an emergency basis, seconded by Councilmember Marty Janczak.

Councilmember Russell Schneider abstained. The other Councilmembers voted aye. The motion passed.

VI. CONSENT AGENDA

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

(A) February 2, 2011 Special Called Meeting

(B) February 3, 2011 Special Called and Regular Meeting

(C) 2011-6241-R: Consider adopting a resolution authorizing the execution of an Interlocal Agreement between the County of Bell, the Bell County Sheriff's Office, and the cities of Temple, Belton, Harker Heights and Killeen, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, in support of the Bell County Organized Crime Unit.

(D) 2011-6242-R: Consider adopting a resolution authorizing a contract amendment to a professional services agreement with McCreary & Associates, Inc., for engineering services required to implement Phase 2 of the Water Treatment Plant Emergency Power Improvements in an amount not to exceed \$168,500.

(E) 2011-6243-R: Consider adopting a resolution authorizing a guaranteed maximum price construction contract with American Constructors, Inc. of

Austin, for package #1 renovations to the Police Headquarters facility in an amount of \$2,693,778, and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this project.

(F) 2011-6244-R: Consider adopting a resolution granting a street use license for a proposed encroachment of a Family Dollar Store in the south 150.91 feet of the alley located between Lots 4-6 and Lots 10-12, Block 5, Eugenia Terrace Addition, at 1510 South 1st Street.

(G) 2011-6245-R: Consider adopting a resolution authorizing a contract with the Texas Lobby Group to represent the City of Temple before the State Legislature, Texas Municipal League and various other state agencies such as, but not limited to, the Texas Commission on Environmental Quality and the Texas Department of Transportation in an amount not to exceed \$66,000.

(H) 2011-4426: SECOND READING - Z-FY-11-14: Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to Single Family One District (SF1) on 47.36± acres of land situated in the George W. Lindsey Survey, Abstract No. 513 and the S.P. Terry Survey, Abstract No. 812, Bell County, Texas, located on the west side of Morgan's Point Road, south of Bonnie Lane.

(I) 2011-6246-R: Consider adopting a resolution authorizing budget amendments for fiscal year 2010-2011.

(J) 2011-6247-R: Consider adopting a resolution approving first quarter financial results for Fiscal Year 2011.

Motion by Councilmember Danny Dunn to adopt resolution approving consent agenda, with exception for Items 6 (E), (H), and (J), seconded by Councilmember Russell Schneider.

Motion passed unanimously.

(E) 2011-6243-R: Consider adopting a resolution authorizing a guaranteed maximum price construction contract with American Constructors, Inc. of Austin, for package #1 renovations to the Police Headquarters facility in an amount of \$2,693,778, and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this project.

Motion by Councilmember Marty Janczak to adopt resolution approving Item 6 (E), seconded by Mayor Pro Tem Patsy E. Luna.

Councilmember Russell Schneider abstained. The other Councilmembers voted aye. The motion passed.

(H) 2011-4426: SECOND READING - Z-FY-11-14: Consider adopting an

ordinance authorizing a zoning change from Agricultural District (AG) to Single Family One District (SF1) on 47.36± acres of land situated in the George W. Lindsey Survey, Abstract No. 513 and the S.P. Terry Survey, Abstract No. 812, Bell County, Texas, located on the west side of Morgan's Point Road, south of Bonnie Lane.

Brian Mabry, Planning Director, presented this case to the City Council. He showed the location of the proposed subdivision, noting future land use recommendations. The plat for the property shows larger lots than are required for the SF-1 zoning. Mr. Mabry provided some project history for this property. The final plat has been approved by the Planning and Zoning Commission but has been held pending the second reading of the rezoning. The City Council approved the exceptions with the first preliminary plat so the Planning and Zoning Commission will be the final plat authority. If the Council chooses to approve a planned development for this property, those conditions related to the lot size and number of lots will be included in the ordinance. The minimum lot size would be 15,500 square feet and the maximum number of lots would be 79.

The Council and staff discussed the requested exceptions approved with the preliminary plat and whether those exceptions needed to be approved again to protect the current developer. The consensus was that the previously approved exceptions did not need additional Council approval.

Mr. Vic Turley, engineer for this project, addressed the City Council. He did not agree with limiting the applicant to a maximum number of lots. However, 82 lots would give the developer more latitude.

Councilmember Janczak stated he felt the Planned Development being proposed was rational for this subdivision.

Motion by Councilmember Marty Janczak to adopt resolution approving Item 6 (H), with the alternative recommendation presented by staff for a PD SF-1 zoning to include the final plat of the Lago Terra subdivision to serve as the site development plan for the PD, a maximum lot size of 15,500 square feet and a maximum number of 82 lots, seconded by Councilmember Danny Dunn.

Motion passed unanimously.

(J) 2011-6247-R: Consider adopting a resolution approving first quarter financial results for Fiscal Year 2011.

Traci Barnard, Director of Finance, presented the first quarter financial report to the City Council. She provided summary information regarding the revenues and expenditures in the General Fund, noting revenue focus areas of sales tax and ad valorem taxes. Expenditures to be monitored include fuel costs, vacation and sick leave payout and additional compensation for Fire Department personnel. Mrs. Barnard also reviewed the revenues and expenses in the Water & Wastewater Fund and the City's investments.

Motion by Councilmember Russell Schneider to adopt resolution approving item 6(J), seconded by Councilmember Marty Janczak.

Motion passed unanimously.

VI. REGULAR AGENDA

ORDINANCES

7. **2011-4428: FIRST READING - PUBLIC HEARING - A-FY-10-15: Consider adopting an ordinance closing 650 feet of the 11-foot wide alley in Block 9, South Park Addition, located on the east side of Scott & White Park, between West Avenue R and West Avenue P; and closing 575.9 feet of the 11-foot wide alley in Blocks 1 and 5, South Park Addition, between West Avenue P and the northwest corner of Lot 1, Block 1 of South Park Addition; and retaining 11-foot wide blanket utility easements for each.**

Brian Mabry, Planning Director, presented this case to the City Council. He showed the location of the alley to be closed. The City, in particular the Parks and Leisure Services Department, is requesting the alley be closed to incorporate it into Scott and White Park as green space. Utility easements will be retained to protect existing utilities. There were no objections from adjacent property owners and staff recommended approval.

Mayor Jones declared the public hearing open with regard to agenda item 7 and asked if anyone wished to address this item.

There being no comments, Mayor Jones closed the public hearing.

Motion by Councilmember Danny Dunn to adopt ordinance, with second reading and final adoption set for March 3, 2011, seconded by Councilmember Marty Janczak.

Motion passed unanimously.

BOARD APPOINTMENTS

8. **2011-6248-R: Consider adopting a resolution appointing members to the following City boards and commissions:**

(A) Building & Standards Commission - two regular members and three alternate members to fill expiring terms through March 1, 2013

It was recommended that Tony Gallagher be reappointed as a regular member; Scott Morrow and Ed Laughlin be reappointed as alternate members; Tony Degges be appointed as a regular member; and Mary Ann Rojas be appointed as an alternate member.

(B) Development Standards Advisory Board - three members to fill expiring terms through March 1, 2014

It was recommended that Charles Lucko, Michael Brock and Kenny Paysse be reappointed.

(C) Electrical Board - three members to fill expiring terms through March 1, 2014

It was recommended that Melissa Tyroch and Jeff Byrd be reappointed and that Robert Bass (master electrician) be appointed.

(D) Parks and Leisure Services Advisory Board - two members to fill expiring terms through March 1, 2014

It was recommended that Scott Allen and John Bailey be appointed.

(E) Tree Board - two members to fill expiring terms through March 1, 2014

It was recommended that James Staats (Planning and Zoning Commission representative) and Doug Smith (Parks and Leisure Services Advisory Board representative) be reappointed.

(F) Zoning Board of Adjustment - two regular members and two alternate members to fill expiring terms through March 1, 2013

It was recommended that Mat Naegele be reappointed as a regular member; Cynthia Martinez be reappointed as an alternate member; and Ed Laughlin be appointed as a regular member, leaving one alternate position to be filled at a later date.

Motion by Councilmember Marty Janczak to adopt resolution with recommendations for appointments and reappointments as noted, seconded by Councilmember Russell Schneider.

Motion passed unanimously.

William A. Jones, III, Mayor

ATTEST:

Clydette Entzminger
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(B)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Director of Public Works

Michael Newman, P.E., CFM, City Engineer / Assistant Director of Public Works

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, for survey and design services required to design the South First Street Gateway Improvements at Loop 363 within the Temple Medical and Education District (TMED) in an amount not to exceed \$185,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description. Project recommended by the RZ No. 1 Board of Directors at its February 23rd meeting.

ITEM SUMMARY: The TMED has been identified as a strategic district of redevelopment in Temple. The intersection of South First Street with Loop 363 is an entrance to both the district and a corridor from State right-of-way to downtown Temple. Phased improvements to South First Street are under design and scheduled for construction. Improvements to South First Street at the Loop will define a gateway to this area and augment the projects already underway. This project will be designed to coordinate with the RZ's Master Plan and the master plans of significant entities within the TMED such as Temple College.

The consultant services recommended under this resolution include the following tasks and costs:

Survey Services

Design Services	\$ 7,000
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Design Services

Geotechnical	\$ 7,400
Civil – Schematic	\$ 27,900
Electrical - Schematic	\$ 3,600
Structural - Schematic	\$ 5,800
Landscape - Schematic	\$ 10,500
Civil – Final Design	\$ 64,800
Electrical – Final Design	\$ 7,200
Structural – Final Design	\$ 10,800
Landscape – Final Design	\$ 40,000

TOTAL	<u>\$ 185,000</u>
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Design will be completed within 180 days. The design will provide two alternative alignments so that construction can be achieved either before or after TXDOT's unfunded proposed reconstruction of the Loop 363 and South First St. interchange.

FISCAL IMPACT: Funds are available in the Reinvestment Zone No. 1 Financing Plan, Acct # 795-9500-531-6551, for Project #100700 for this professional services agreement in the amount of \$185,000.

ATTACHMENTS:

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



KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

RICK N. KASBERG, P.E.

R. DAVID PATRICK, P.E., C.F.M.

THOMAS D. VALLE, P.E.

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

Georgetown
3613 Williams Drive, Suite 406
Georgetown, Texas 78628
(512) 819-9478

January 20, 2011

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

Re: City of Temple, Texas
Temple Reinvestment Zone #1 – TMED 1st Street at Loop 363

Dear Mr. Bond:

At the request of the City of Temple Reinvestment Zone #1, we are submitting this proposal for the above referenced project. This project will design the roadway, drainage, signage, landscaping, pedestrian facilities and features for First Street from the pedestrian bridge at Temple College to Loop 363 as well as the connection to Loop 363. (see attached exhibit) The final product will be shelf ready plans, specifications and estimates.

This project will design, prepare specifications and develop a construction estimate for the project limits. The scope of work, at this time, will only include preparing shelf ready documents to be bid and constructed at a later date. Meetings with City of Temple Staff, The Temple Reinvestment Zone #1, Temple College and TxDOT are included in the work. Included in the project will be surveying, geotechnical investigations, drainage analysis and design, retaining wall design, roadway horizontal and vertical geometry, structural design for substructure, sidewalk/pedestrian way design, monumentation, landscaping, irrigation and entry features. As a part of the scope of work, we will review the design for allowing the project to be stand alone while connecting to the current infrastructure for Loop 363. This shall be done in order to allow the project to be constructed in the event funding from TxDOT is not available in a timely fashion for the proposed infrastructure for the limits of this project.

This project will be incorporated into the First Street Projects and will be designed in conjunction with the Master Plan. This proposal does not contain any environmental or archaeological investigations. The project can be completed in design within one hundred twenty calendar days after the notice to proceed.

The scope of services for this project will include the following:

Final Design and Project Documents

- Design Surveys.
- Geotechnical investigations.
- Structural design for the substructure of the entrance features.
- Drainage analysis for the project limits.
- Hydrological design of storm water flows with in the project.
- Storm water conveyance design.
- Horizontal design for the roadway facilities.
- Vertical design for the roadway facilities.
- Plan and profile for the roadway facilities.
- Horizontal design for the pedestrian facilities.
- Vertical design for the pedestrian facilities.
- Plan and profile for the pedestrian facilities.
- Lighting enhancements with electrical design.
- Structural design for entry features, flagpoles, monuments, etc.
- Connection to Loop 363 access facilities.
- Landscape design.
- Irrigation design.
- Utility conflict design
- Monumentation design
- Entry feature design
- Landscape treatments
- Environmental graphics for entry sign
- Meetings with City of Temple Staff, the Temple Reinvestment Zone, Temple College and TxDOT.
- Final cost estimates with detailed quantities.
- Project specifications.

Page Three
Mr. Don Bond, P.E., CFM
January 20, 2011

Survey Services

Design Services	\$	7,000
Total Survey Services	\$	7,000

Design Services

Geotechnical Services	\$	7,400
Schematic Design (Civil)	\$	27,900
Schematic Design (Electrical)	\$	3,600
Schematic Design (Structural)	\$	5,800
Schematic Design (Landscape)	\$	10,500
Final Design and Project Documents (Civil)	\$	64,800
Final Design and Project Documents (Electrical)	\$	7,200
Final Design and Project Documents (Structural)	\$	10,800
Final Design and Project Documents (Landscape)	\$	40,000
Total Design Services	\$	178,000

TOTAL SERVICES \$ 185,000

We can complete all the tasks represented for the lump sum cost of \$185,000. We are available to discuss the scope of the project at your convenience. As always, we look forward to working with you on the project and to the enhancement that it will bring to the City of Temple.

Sincerely,



R. David Patrick, P.E., C.F.M.

RDP/crc



T M E D

**GATEWAY ENTRANCE
(LOOP 363 TO PEDISTRIAN
BRIDGE) PHASE**

TEMPLE COLLEGE

1st STREET

TEMPLE COLLEGE

E. Marvin R. Feilder Dr.

LOOP 363/SH36



0 20 60

HORIZONTAL SCALE IN FEET



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE, TEXAS, AND KASBERG, PATRICK & ASSOCIATES, L.P., FOR SURVEY AND DESIGN SERVICES REQUIRED TO DESIGN THE SOUTH FIRST STREET GATEWAY IMPROVEMENTS AT LOOP 363 WITHIN THE TEMPLE MEDICAL EDUCATION DISTRICT (TMED), IN AN AMOUNT NOT TO EXCEED \$185,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the intersection of South First Street with Loop 363 is an entrance to both the Temple Medical Education District (TMED) and a corridor from State right-of-way to downtown Temple – improvements to South First Street at the Loop will define a gateway to this area and augment the projects already underway;

Whereas, in accordance with the Reinvestment Zone’s Master Plan and the master plans of significant entities within the TMED, the Staff recommends a project to design the South First Street Gateway Improvements at Loop 363 within the TMED;

Whereas, Kasberg, Patrick & Associates, L.P., submitted a proposal for this project in the amount of \$185,000, and the Staff recommends accepting it;

Whereas, funds are available for this project in Account No. 795-9500-531-6551, project # 100700; 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: The City Council authorizes the City Manager, or his designee, to execute a professional services agreement, not to exceed \$185,000, between the City of Temple, Texas, and Kasberg, Patrick & Associates, L.P., after approval as to form by the City Attorney, for survey and design services required to design the South First Street Gateway Improvements at Loop 363 within the Temple Medical Education District (TMED).

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **3rd** day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(C)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Director of Public Works

Michael Newman, P.E., CFM, City Engineer / Assistant Director of Public Works

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP (KPA), to develop options and cost estimates for alternatives in creating a rail safety zone, in an amount not to exceed \$25,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description. Project recommended by the RZ No. 1 Board of Directors at its February 23rd meeting.

ITEM SUMMARY: This Project will develop options and alternatives to create a downtown rail safety zone that will allow locomotive traffic to operate without the use of horns. This shall be accomplished by utilizing the Federal Rail Administration's Quiet Zone Policy for Railroad Crossings. KPA will meet with BNSF to discuss the Safety Zones and begin to prepare options and alternatives. These shall include, but not be limited to supplemental measures, positive barriers, closings, supplemental horn systems, etc. Once KPA has reviewed the possible systems to create the downtown safety zones, they will meet with City Staff to discuss the feasibility for each option and prepare a final report containing illustrations for each option and associated costs. The final report is expected by late summer.

FISCAL IMPACT: Funds are available in the Reinvestment Zone No. 1 Financing Plan, Acct # 795-9500-531-2539, for Project # 100697 for this professional services contract in the amount of \$25,000.

ATTACHMENTS:

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



KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

RICK N. KASBERG, P.E.

R. DAVID PATRICK, P.E., C.F.M.

THOMAS D. VALLE, P.E.

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

Georgetown
3613 Williams Drive, Suite 406
Georgetown, Texas 78628
(512) 819-9478

January 20, 2011

Mr. Samuel Hoefort, E.I.T.
City of Temple
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Temple Reinvestment Zone #1 – Downtown Rail Safety Zones

Dear Mr. Hoefort:

At the request of the City of Temple Reinvestment Zone #1, we are submitting this proposal for the above referenced project. This project will develop options and cost estimates for alternatives in creating a rail safety zone that will allow locomotives to travel through the areas identified without utilizing the train horn. (see attached exhibit). The locations to be studied are located at the crossings of the BNSF Mainline at the intersection with First Street, Main Street and Martin Luther King, Jr. Drive. The final product will be a report illustrating the alternatives, exhibits and associated cost estimates.

This project will develop options and alternatives to create a downtown rail safety zone that will allow locomotive traffic to operate with out the use of horns. This shall be accomplished by utilizing the Federal Rail Administration's Quiet Zone Policy for Railroad Crossings. The Federal Rail Administration Quiet Zone Calculator will be utilized to determine the rating index for each of the crossings. Traffic counts will need to be produced at each crossing. For this proposal we have this as a task for the City of Temple Public Works Department. Once the traffic counts have been completed we will met with the BNSF to discuss the Saftety Zones and begin to prepare options and alternatives. These shall include, but not be limited to supplemental measures, positive barriers, closings, supplemental horn systems, etc. Constant warning time devices will be reviewed with BNSF to determine which, if any, are curently in place in their system at the described locations. If they are not present, we will coordinate with BNSF to determine costs and timeline for BNSF to install them. Once we have reviewed the possible systems to create the downtown safety zones, we will meet with City Staff to discuss the feasibility for each option and prepare a final report containing illustrations for each option and associated costs.

All findings and materials will be presented to the Temple Reinvestment Zone #1 on a monthly basis as well as a final report at the conclusion of the project.

Page Two

Mr. Samuel Hoefort, E.I.T.

January 20, 2011

We can complete all the tasks represented for the lump sum cost of \$25,000. We are available to discuss the scope of the project at your convenience. As always, we look forward to working with you on the project and to the enhancement that it will bring to the City of Temple.

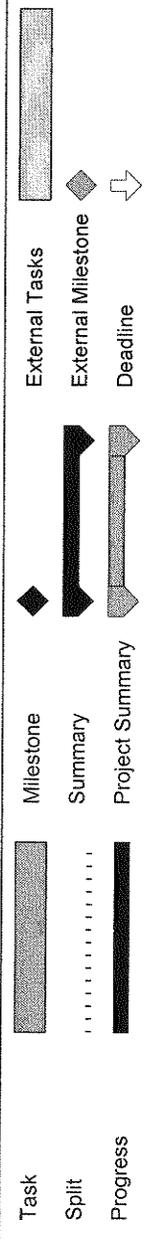
Sincerely,

A handwritten signature in blue ink, appearing to read "R. David Patrick".

R. David Patrick, P.E., C.F.M.

RDP/crc

ID	Task Name	Duration	Start	Finish	March			April			May			June			July			AU
					B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B
1	Downtown Rail Safety Zones	118 days	Wed 2/23/11	Fri 8/5/11																
2	Contract to TRZ Board	1 day	Wed 2/23/11	Wed 2/23/11																
3	Contract to council	1 day	Thu 3/3/11	Thu 3/3/11																
4	Discuss existing conditions BNSF	15 days	Fri 3/4/11	Thu 3/24/11																
5	Develop ADT	10 days	Fri 3/25/11	Thu 4/7/11																
6	Develop Safety Zone Options	15 days	Fri 4/8/11	Thu 4/28/11																
7	Develop plan exhibits	6 days	Fri 4/29/11	Fri 5/6/11																
8	Prepare FRA indexes	5 days	Mon 5/9/11	Fri 5/13/11																
9	Review with BNSF	30 days	Mon 5/16/11	Fri 6/24/11																
10	Develop cost estimates	5 days	Mon 6/27/11	Fri 7/1/11																
11	Review options	20 days	Mon 7/4/11	Fri 7/29/11																
12	Prepare final report	5 days	Mon 8/1/11	Fri 8/5/11																



Project: Downtown Rail Safety Zones
Date: Mon 1/31/11



KPA

LEGEND



STUDY
AREAS

STUDY
AREA

STUDY
AREA



**STUDY AREA OF
DOWNTOWN
SAFETY
ZONES**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE, TEXAS, AND KASBERG, PATRICK & ASSOCIATES, L.P., TO DEVELOP OPTIONS AND COST ESTIMATES FOR ALTERNATIVES IN CREATING A RAIL SAFETY ZONE, IN AN AMOUNT NOT TO EXCEED \$25,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Staff recommends entering a professional services agreement to develop options and alternatives to create a downtown rail safety zone that will allow locomotive traffic to operate without the use of horns by utilizing the Federal Rail Administration's Quiet Zone Policy for Railroad Crossings;

Whereas, Kasberg, Patrick & Associates, L.P., submitted a proposal for this project in the amount of \$25,000, and the Staff recommends accepting it;

Whereas, funds are available for this project in Account No. 795-9500-531-2539, project # 100697; 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: The City Council authorizes the City Manager, or his designee, to execute a professional services agreement, not to exceed \$25,000, between the City of Temple, Texas, and Kasberg, Patrick & Associates, L.P., after approval as to form by the City Attorney, to develop options and cost estimates for alternatives in creating a rail safety zone.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 3rd day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(D)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Director of Public Works

Michael Newman, P.E., CFM, City Engineer / Assistant Director of Public Works

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Clark and Fuller, PLLC of Temple in the amount of \$58,309.70 for engineering services required for the 2011 City of Temple Community Development Block Grant (CDBG) South 1st Street Sidewalk Improvements.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The CPMP Annual Action Plan reflects the City of Temple's funding priorities and identifies projects for neighborhood revitalization, public improvements, and public service activities. The associated funds enhance the City of Temple's community development programs supporting safe, well planned residential and business districts. CDBG financed projects respond to the most urgent needs of limited income residents.

For more than 30 years, the CDBG program has been assisting metropolitan cities and urban counties across this country to fund their community and economic development activities. The City of Temple is one of 76 entitlement communities located in the State of Texas.

This project has been identified as South 1st Street Sidewalk Improvements Project in the 2010 CDBG Annual Action Plan. Project limits for these improvements are along South 1st Street within the boundaries of Avenue F to Avenue M and will include new pedestrian flatwork and handicap accessibility improvements, access driveway reconfiguration, and landscaping.

FISCAL IMPACT: Funding in the amount of \$172,534.00 was designated for this project in the 2010-2011 Action Plan adopted by Council on August 5, 2010. Funding for this proposed \$58,309.70 professional services agreement is available in account 260-6100-571-6315, Project 100623.

ATTACHMENTS:

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



2010 SW HK Dodgen Loop, Suite 105
Temple, Texas 76504
(254) 899-0899
Fax (254) 899-0901
www.clark-fuller.com
Firm Registration: F-10384

February 7, 2011

City of Temple
Project Manager – Public Works Engineering
Sam Hoefert, E.I.T.
3210 E. Ave. H, Bldg. A
Temple, TX 76501

Re: Proposal for the 2011 City of Temple
CDBG South First – New Sidewalk Improvements

Dear Mr. Hoefert,

We would like to thank the City of Temple for the opportunity to submit a preliminary opinion of probable cost and engineering fee proposal for the 2011 City of Temple, CDBG South First – New Sidewalk Improvements. (Please refer to attached maps and documents for further information and extents of project improvements).

This project will consist of approximately 2500 linear feet of new pedestrian, sidewalk, landscaping, and driveway access improvements, extending within the westernmost right of way of South First Street between Avenue M and Avenue F.

It is our understanding, that this project shall be phased over a 4-5 year period and the new pedestrian access improvements will consist of a new 2' brick paver section bordered by new concrete curb and gutter and new 6' wide concrete flatwork respectively. New trees are to be planted within rights of way behind the new pedestrian access improvements. In addition, existing access driveways will be reconstructed to minimize and manage locations of vehicular access onto South First Street.

As a part of this contract, private property Right of Entry and new Rights of Way will be created and acquired where new improvements extend across private property. These services are to be provided, on an as required basis, at locations pre-approved by the City of Temple Staff.

Clark & Fuller, PLLC will complete design topography surveys, new vehicular and pedestrian access designs, landscape designs, construction document preparation (5 phases maximum), easement preparation and acquisition (as required), assist the City of Temple with project bidding and project phasing, and provide construction administration and prepare construction record drawings. The proposed timeline for the project survey and design phase is 115 calendar days from the authorization of notice to proceed. The proposed timeline to complete and acquire easements is an additional 90 days barring extraordinary circumstances and/or lack of cooperation by private landowners.

Clark and Fuller, PLLC, hereinafter Engineer, proposes to the City of Temple, hereinafter Client, Professional Civil Engineering, Surveying, Construction Administration, and Easement Acquisition Services for a Lump Sum Amount not to exceed \$58,309.70. We estimate the total cost of construction including professional services and contingencies to be \$603,264.95. (Please refer to attached Exhibits and the attached Preliminary Opinion of Probable Cost for an itemized breakdown and scope of services.

Please contact us if you require additional information or have further questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "MLC", is written over a faint red stamp that says "105 8 0 833".

Monty L. Clark, P.E., C.P.E.S.C.



2010 SW HK Dodgen Loop, Suite 105
Temple, Texas 76504
(254) 899-0899
Fax (254) 899-0901
www.clark-fuller.com
Firm Registration: F-10384

Exhibit "A"
Proposal for 2011 City of Temple – CDBG South First
New Sidewalk Improvements
Scope of Professional Engineering and Surveying Services

Surveying Services:	\$ 7,500.00
• Prepare Design Topography Survey	
• Locate existing Right of Ways and Property Boundaries	
Civil Engineering Design Phase:	\$ 23,309.70
• Research Existing Utilities	
• Prepare Final Design Construction Documents and Technical Specifications	
• Prepare Final Engineer's Opinion of Probable Cost	
• Attend and Facilitate Project Coordination with the City Staff and the Texas Department of Transportation	
Easement Preparation and Acquisition: (As Required)	\$ 12,900.00
Project Bidding Phase: (5 Bidding Phases Max.)	\$ 8,100.00
• Facilitate Project Phasing	
• Prepare Bid Schedule and Coordinate Bidding with the City of Temple Purchasing Department	
• Provide copies of Construction Documents to facilitate Bidding	
• Provide Engineers Opinion of Days to Complete Project Construction	
• Attend and facilitate a Pre-Bid Meeting (As Required)	
• Prepare and Issue Necessary Addenda	
Construction Phase: (5 Construction Phases Max.)	\$ 6,500.00
• Attend and facilitate a Pre-Construction Meeting	
• Review all Contractor Submittals	
• Respond to Requests for Information (RFI's)	
• Execute Necessary Change Orders	
• Attend Final Project Inspection	
• Provide Final Inspection Punch List	
• Prepare Record Drawings	
• Assist the City of Temple with Coordination of Construction Sequencing with Property Owners	
Daily Onsite Construction Inspection Services (To be provided by the City of Temple staff.)	



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Temple, Texas 76504
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PROFESSIONAL FEE SCHEDULE

Licensed Professional Engineer	\$ 110.00/hr.
Design Technician	\$ 70.00/hr.
CADD Technician	\$ 60.00/hr.
CADD Draftsman	\$ 50.00/hr.
Clerical	\$ 35.00/hr.
Licensed Professional Land Surveyor	\$ 105.00/hr.
Field Crew & Total Station	\$ 130.00/hr.
Survey Research and Schematic Production	\$ 90.00/hr.
Daily on-Site Inspection Services	\$ 40.00/hr.
Expenses	Additional Cost Plus 10%



PRELIMINARY OPINION OF PROBABLE COST

**2011 City of Temple CDBG
South First - New Sidewalk Improvements**

Filename: COT 2011 CDBG South 1st Sidewalk Improvements.xls

Date: 2-7-11

CDBG - South First Street Sidewalk Improvements

Item Description	Unit	Unit Cost	Quantity	Total
1. Mobilization, Bonds, and Permits (5 Separate Phases)	L.S.	\$ 25,000.00	100%	\$ 25,000.00
2. R.O.W. Preparation and Clearing, Misc. Retaining Wall and Fence Construction	STA.	\$ 400.00	25.5	\$ 10,200.00
3. Miscellaneous Utility Relocation	L.S.	\$ 25,000.00	100%	\$ 25,000.00
4. Sawcut, Demolish, and Remove Existing Pavement Sections	S.Y.	\$ 18.50	3250	\$ 60,125.00
5. Sawcut, Remove, and Replace Existing Curb and Gutter Section	L.F.	\$ 22.00	1800	\$ 39,600.00
6. Demolish and Remove Existing Storm Inlet	EA.	\$ 1,850.00	2	\$ 3,700.00
7. New 10' Precast Concrete Storm Inlet	EA.	\$ 4,750.00	2	\$ 9,500.00
8. Connection to Existing Storm Sewer	EA.	\$ 1,750.00	2	\$ 3,500.00
9. Remove, Relocate, and Replace Existing Water Meter & Water Service	EA.	\$ 1,100.00	20	\$ 22,000.00
10. Remove, Replace, and Relocate Existing Fire Hydrant	EA.	\$ 4,750.00	2	\$ 9,500.00
11. Traffic Control Plan & Implementation	L.S.	\$ 9,500.00	100%	\$ 9,500.00
12. New Ornamental Trees (30 gal. size)	EA.	\$ 575.00	80	\$ 46,000.00
13. New 6" Topsoil, Grass Sod, and Miscellaneous Landscaping	S.Y.	\$ 9.50	1180	\$ 11,210.00
14. New Reinforced Concrete Pavement Section for New Access Drive Approaches	S.Y.	\$ 45.00	1000	\$ 45,000.00
15. New 6" Crushed Limestone Base Pavement Section	S.Y.	\$ 12.50	2200	\$ 27,500.00
16. New Subgrade Preparation	S.Y.	\$ 3.85	2200	\$ 8,470.00
17. New HMAc Pavement Section	S.Y.	\$ 22.00	1200	\$ 26,400.00
18. New Decorative Brick Banding	S.Y.	\$ 130.00	450	\$ 58,500.00
19. New Reinforced Concrete Flatwork	S.Y.	\$ 36.50	1200	\$ 43,800.00
20. New ADA Handicap Curb Ramp	EA.	\$ 1,800.00	15	\$ 27,000.00
21. New Pedestrian Pavement Striping & Signage	L.S.	\$ 7,500.00	100%	\$ 7,500.00

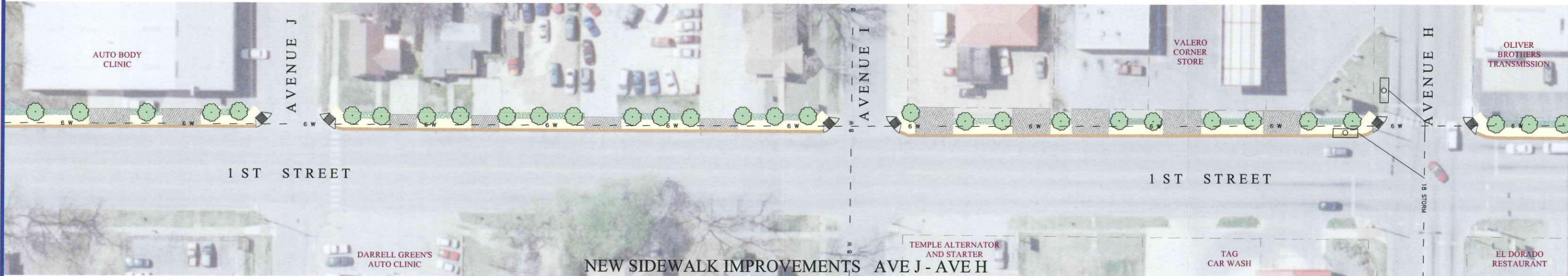
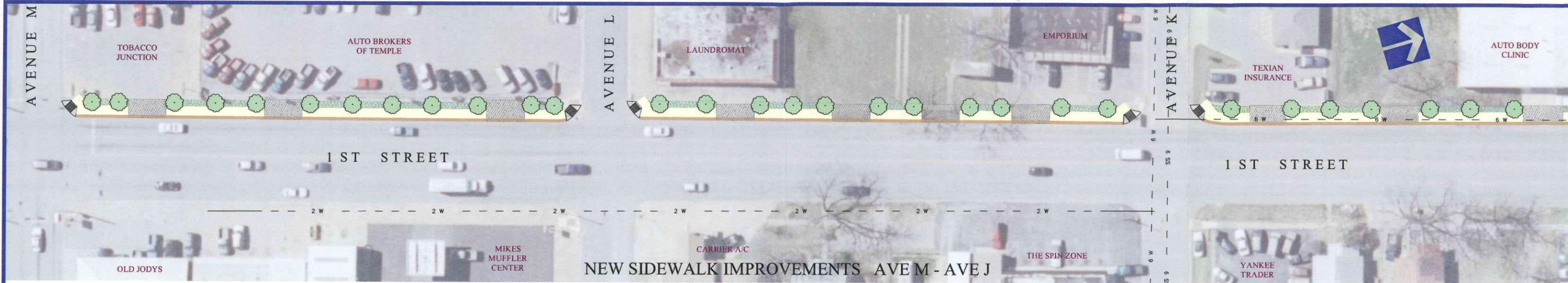
SUBTOTAL: \$ 519,005.00
10% CONSTRUCTION CONTINGENCY: \$ 25,950.25
TOTAL CONSTRUCTION: \$ 544,955.25
6.25% ENGINEERING SERVICES: \$ 34,059.70
DESIGN SURVEYS: \$ 7,500.00
DOCUMENT, REPRODUCTION & PREPARATION OF RECORD DRAWINGS (5 BID PHASES) \$ 3,850.00
RIGHT OF WAY - EASEMENT PREPARATION & ACQUISITION (AS REQUIRED) \$ 12,900.00

PROJECT TOTAL: \$ 603,264.95

INSPECTION SERVICES: (Not Included)
CONSTRUCTION SURVEYS: (Not Included)



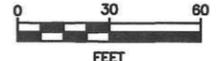
2/7/2011



Clark & Fuller, PLLC
 Civil Engineers • Designers • Planners
 Tel: (254) 899-0899 Fax: (254) 899-0901
 2010 SW HK Dodgen Loop, Suite 105, Temple, Texas 76704
 Firm No: F-10384



**CITY OF TEMPLE
 CDGB SOUTH 1ST STREET
 SIDEWALK IMPROVEMENTS
 PROJECT**



- LEGEND:**
- NEW HANDICAP SIDEWALK RAMP
 - NEW 6" CONCRETE FLATWORK
 - NEW 2" BRICK PAVER
 - NEW REINFORCED CONCRETE PAVEMENT REPLACEMENT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE, TEXAS, AND CLARK & FULLER, PLLC, OF TEMPLE FOR ENGINEERING SERVICES REQUIRED FOR THE 2011 CITY OF TEMPLE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SOUTH 1ST STREET SIDEWALK IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$58,309.70; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the 2010 CDBG Annual Action Plan contains a project identified as the South 1st Street Sidewalk Improvements Project which will be located along South 1st Street within the boundaries of Avenue F to Avenue M and which will include new pedestrian flatwork and handicap accessibility improvements, access driveway reconfiguration, and landscaping;

Whereas, Clark & Fuller, PLLC, submitted a proposal for engineering services required for this project in the amount of \$58,309.70, and the Staff recommends accepting it;

Whereas, funds are available for this project in Account No. 260-6100-571-6315, Project 100623; 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: The City Council authorizes the City Manager, or his designee, to execute a professional services agreement, not to exceed \$58,309.70, between the City of Temple, Texas, and Clark & Fuller, PLLC, after approval as to form by the City Attorney, for engineering services required to

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of

the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **3rd** day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(E)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Director of Public Works

ITEM DESCRIPTION: Consider adopting a resolution authorizing a change order #3 to the construction contract with K&S Backhoe Services, Inc., (K&S) of Gatesville for construction activities required to build the Centex Sportsman Water Line Improvements in west Temple in an amount not to exceed \$35,587.60.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Water mains acquired by the City in west Temple include small-diameter lines that do not meet the current development standard. Some of these older mains have sustained numerous breaks over the years. Replacement of the deteriorated mains with larger-diameter lines will provide enhanced fire protection and support continued development.

On January 21, 2010, Council authorized a professional services contract with Beach Sulak Partners Engineers, Inc., doing business as Beach Sulak Partners (BSP), for engineering services, including design, surveys, bid phase services, and construction phase services, in an amount not to exceed \$69,700. On July 15, Council authorized a construction contract with K&S for construction activities in an amount not to exceed \$382,687.26. Subsequent change orders totaling \$6,679.58 have been approved to add appurtenances and service connections.

The portion of water line improvements along FM 2305 (map attached) were designed to be constructed within an existing easement acquired from an absorbed water supply corporation. This easement has proven to be too constrictive for construction activities, requiring a revision to the design. The infrastructure associated with this change order includes approximately 200 feet of bored steel encasement to allow a portion of the 8" PVC water line to be constructed within TXDOT right-of-way per the revised design. BSP recommends approving the change order (see attached). Staff also recommends approving the change order.

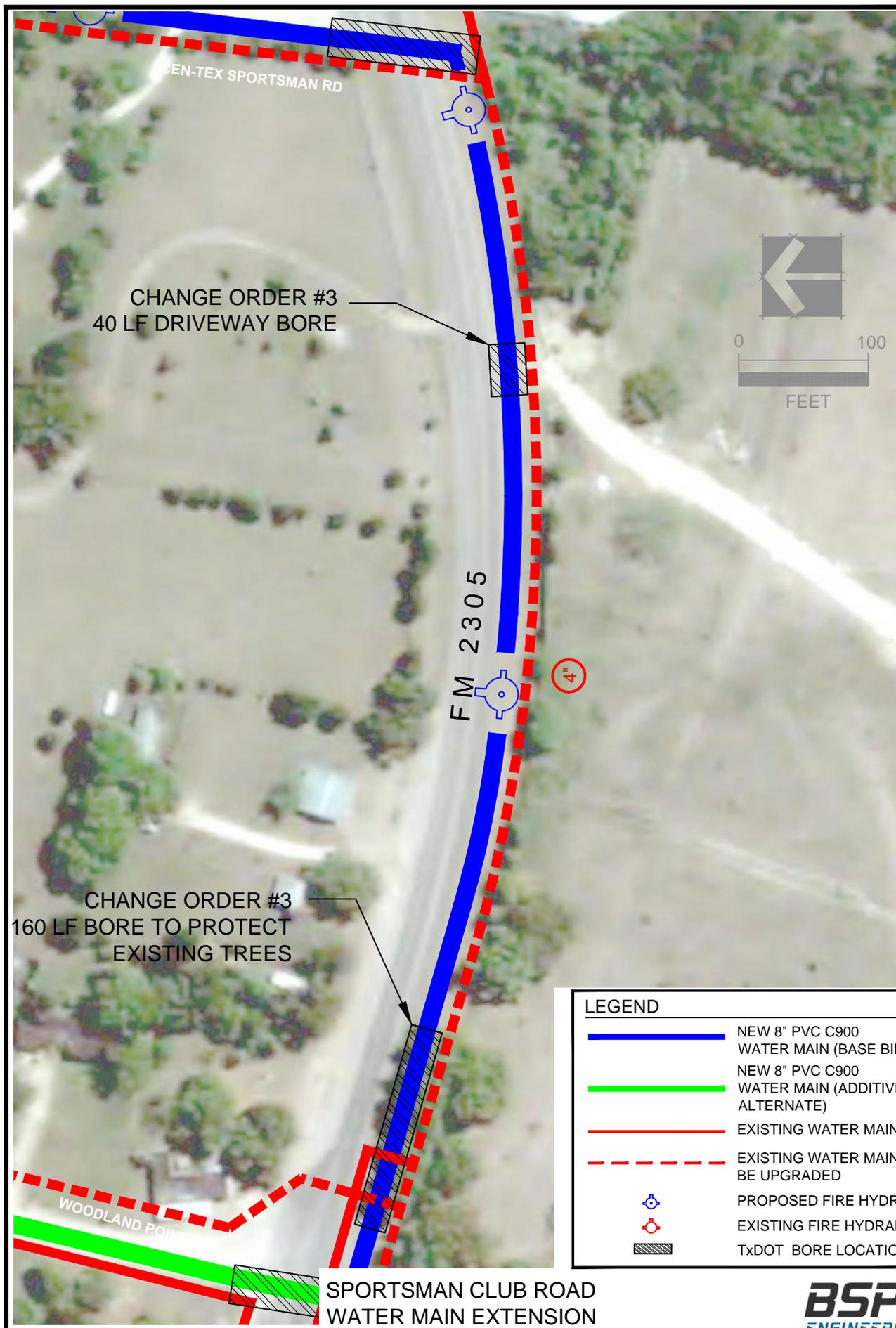
Additional construction time allotted for this change order is 60 days.

FISCAL IMPACT: Funding in the amount of \$455,388 was appropriated in 520-5900-535-6357, project #100601 for design and construction cost related to the extension of Centex Sportsman Waterline extension as part of the FY 2010 Capital Improvement Program.

After funding engineering related services in the amount of \$69,700, construction contract in the amount of \$382,687 and miscellaneous costs in the amount of \$185, a balance of \$2,816 is available in this account. A budget adjustment in the amount of \$40,451 is presented for Council's approval appropriating additional Water & Sewer Unreserved Retained Earnings to partially fund change order #1 and change order #2 totaling \$6,679.58, and fully funding change order #3 in the amount of \$35,587.60 and anticipated testing fees.

ATTACHMENTS:

[Map](#)
[Change Order](#)
[Budget Adjustment](#)
[Resolution](#)



LEGEND	
	NEW 8" PVC C900 WATER MAIN (BASE BID)
	NEW 8" PVC C900 WATER MAIN (ADDITIVE ALTERNATE)
	EXISTING WATER MAINS
	EXISTING WATER MAINS TO BE UPGRADED
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
	TxDOT BORE LOCATIONS

**SPORTSMAN CLUB ROAD
WATER MAIN EXTENSION
CHANGE ORDER 3**

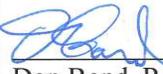
CHANGE ORDER

PROJECT:	Centex Sportsman Club Road Water Main Replacement
OWNER:	City of Temple
CONTRACTOR:	K&S Backhoe, Inc.
ARCHITECT/ENGINEER:	BSP Engineers, Inc.
CHANGE ORDER #:	Three (3)

Make the following additions, modifications or deletions to the work described in the Contract Documents: Per the project meeting at BSP Engineers on 2-15-2011, Contractor shall install 8" water line within TXDOT right-of-way in accordance with revised sheets C4.3 – C4.5. New work includes staking of the right-of-way and two new bores to protect existing trees and driveways.

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	\$ 382,687.26
Previous Net Change in Contract Amount	\$ 6,679.58
Net Change in Contract Amount	\$ 35,587.60
Percentage Change in Contract Amount (cumulative)	11.04 %
Revised Contract Amount	\$ 424,954.44
Original Final Completion Date	Feb 7, 2011
Previous Net Change in Contract Time	<u>24</u> days
Net Change in Contract Time	<u>60</u> days
Revised Final Completion Date:	May 3rd, 2011

<p>Recommended by:</p> <div style="text-align: center;">  _____ Bruce Springer, K&S Backhoe, Inc. </div> <p>Recommended by:</p> <div style="text-align: center;">  _____ Steven Kirkpatrick, P.E., BSP Engineers, inc </div> <p>Recommended by:</p> <div style="text-align: center;">  _____ Don Bond, P.E., City of Temple Project Mgr </div>	<p>Approved by Finance Department:</p> <div style="text-align: center;"> _____ Finance Department </div> <p>Approved as to form:</p> <div style="text-align: center;"> _____ City Attorney's Office </div> <p>Approved by City of Temple:</p> <div style="text-align: center;"> _____ David Blackburn, City Manager </div>
--	--

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CHANGE ORDER TO A CONTRACT WITH K&S BACKHOE SERVICES, INC., OF GATESVILLE, TEXAS, FOR CONSTRUCTION ACTIVITIES REQUIRED TO BUILD THE CENTEX SPORTSMAN WATER LINE IMPROVEMENTS IN WEST TEMPLE, IN AN AMOUNT NOT TO EXCEED \$35,587.60; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on July 15, 2010, the City entered into a construction contract with K&S Backhoe Services, Inc., of Gatesville, Texas, in the amount of \$382,687.26 for construction activities required to build the Centex Sportsman Water Line Improvements in west Temple;

Whereas, subsequent change orders totaling \$6,679.58 have been approved to add appurtenances and service connections;

Whereas, it has been necessary to make a change to the project design to add approximately 200 feet of bored steel encasement to allow a portion of the 8-inch PVC water line to be constructed within TxDOT right-of-way;

Whereas, funds are available for this change order, but an amendment to the FY2010-2011 budget needs to be approved to transfer the funds to the appropriate expenditure account; and

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a change order to the contract between the City of Temple and K&S Backhoe Services, Inc., of Gatesville, Texas, after approval as to form by the City Attorney, for construction activities required to build the Centex Sportsman Water Line Improvements in west Temple, in an amount not to exceed \$35,587.60.

Part 2: The City Council approves an amendment to the FY2010-2011 budget, substantially in the form of the copy attached as Exhibit A, for this change order.

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

PASSED AND APPROVED this the 3rd day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Judy Duer, Library Director
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing Temple Heat & Air L.L.C. to replace the HVAC system cooling tower in the Library under an existing annual contract in the estimated amount of \$52,995.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Library HVAC system cooling tower has rusted through in several places and is making it necessary for the system to work at less than an optimal level. As a result of the system not working at capacity, it is not properly cooling the facility, and accordingly, complaints are being received from tenants.

The City of Temple currently has an annual service contract with Temple Heat & Air to provide these types of services. The existing contract states that the City has the option to bid projects greater than \$10,000. Due to Temple Heat & Air's familiarity with the Library HVAC system and the need to get this repair done quickly, staff is recommending that the project be completed under the existing contract. Temple Heat & Air is estimating the cost of the project to be approximately \$52,995 based on the established rates within the annual contract.

Upon Council authorization to proceed with this work, and based on a 6-week lead-time for the equipment, it is anticipated that the tower will be replaced and operating at optimal levels again by April 15, 2011.

FISCAL IMPACT: Funding in the amount of \$52,995 is available in account #110-5940-555-6310, project #100717 for the replacement of the cooling towers.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING TEMPLE HEAT & AIR, L.L.C., UNDER AN EXISTING CONTRACT, TO REPLACE THE HVAC SYSTEM COOLING TOWER IN THE TEMPLE PUBLIC LIBRARY, IN THE ESTIMATED AMOUNT OF \$52,995; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently has an annual contract with Temple Heat & Air, L.L.C., for HVAC services;

Whereas, the Staff recommends a project to replace the HVAC system cooling tower in the Library;

Whereas, the existing annual contract states that the City has the option to bid projects greater than \$10,000 – since Temple Heat & Air, L.L.C., is familiar with the HVAC system in the Library and there is a need to get this repair done quickly, the Staff recommends that the project be completed under the existing contract;

Whereas, funds are available in Account No. 110-5940-555-6310, Project 100717, for this project; and

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

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

Part 1: The City Council authorizes Temple Heat & Air, L.L.C., under an existing annual contract, to replace the HVAC system cooling tower in the Temple Public Library, in the estimated amount of \$52,995.

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 3rd day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Gary Smith, Police Chief
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution ratifying a contract with Perry Office Plus of Temple, for Police Headquarters relocation services in an amount not to exceed \$27,500 and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this project.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On February 17, 2011, Council authorized the first construction package related to renovations to the Police Headquarters facility that are necessary to remediate mold that has developed and to make the necessary repairs to the facility that have allowed the mold to develop. The Police Department is relocating operations and substantially all contents of the facility to other facilities to accommodate the renovations.

In order to accommodate the relocation of the furnishings, staff consulted with Perry Office Plus (Perry's) since they originally installed all of the furniture in the Headquarters. Perry's quickly assisted staff in designing a relocation plan, including determining which furniture will be relocated to an alternative location for use by staff while the facility is being renovated, and which furniture will be placed into storage during the renovation. Perry's then provided staff with a not to exceed proposal for design and moving services as follows:

Design Services	\$ 2,000
Project Management Services during move	750
Moving Services, including labeling	24,750

Total Services (not to exceed)	\$27,500

Perry's has agreed to invoice the City based on the actual man hours incurred for a total amount not to exceed \$27,500. Staff will evaluate services needed to move all furnishings back to the Headquarters after the initial move-out is complete.

Based on the need to get operations set up in alternative locations quickly, competitive sealed bids were not received for these services, and staff directed Perry's to commence moving services on February 24, 2011. Accordingly, staff is requesting that Council ratify this contract that has already been initiated with Perry's.

FISCAL IMPACT: The issuance of Limited Tax Notes in an amount not to exceed \$7,600,000 was authorized by Council on February 17, 2011. The notes are designated to finance the costs associated with the construction and renovations of the Temple Police Headquarters, including relocation costs to and from the existing facility. Initial funding for the \$27,500 to move out of the facility will be allocated from General Fund Balance Designated for Capital Project-Unallocated. Once total project costs are determined, the proceeds from the Limited Tax Notes will reimburse General Fund Balance Designated for Capital Project-Unallocated.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PERRY OFFICE PLUS OF TEMPLE, TEXAS, FOR POLICE HEADQUARTERS RELOCATION SERVICES, IN AN AMOUNT NOT TO EXCEED \$27,500; DECLARING OFFICIAL INTENT TO REIMBURSE ASSOCIATED EXPENDITURES MADE PRIOR TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS FOR THIS PROJECT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Police Department has to relocate operations and substantially all contents of the Police headquarters building to accommodate renovations which are necessary to remediate mold that has developed and to make the necessary repairs for the facility that have allowed the mold to develop;

Whereas, the Staff recommends entering into a contract with Perry Office Plus of Temple, Texas, for a cost not to exceed \$27,500, for the relocation services – Perry Office Plus originally installed all of the furniture in the headquarters facility and is available to get operations set up in alternative locations quickly;

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

Whereas, certain expenditures relating to the Project will be paid prior to the issuance of the Obligations;

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

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

Whereas, Section 1.150-2 of the Treasury Regulations provides that an expenditure on the Project may not be reimbursed from Obligation proceeds unless,

along with other requirements, the City declares official intent to reimburse the expenditure prior to the date that the expenditure to be reimbursed was paid; and

Whereas, 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: The City Council authorizes the City Manager, or his designee, to execute a contract, not to exceed \$27,500, between the City of Temple, Texas, and Perry Office Plus of Temple, Texas, after approval as to form by the City Attorney, for Police Headquarters relocation services.

Part 2: The findings, determinations and certifications contained in the preamble hereof are incorporated herein for all purposes.

Part 3: This Resolution is a declaration of official intent under Section 1.150.2 of the Treasury Regulations by the City that it reasonably expects to reimburse the expenditures described in Part 4 with proceeds of debt to be incurred by the City, such debt to be issued on or before eighteen (18) months after the date of (i) the date the first expenditure is paid; or (ii) the date on which the property is placed in service, but in no event three years after the first expenditure is paid.

Part 4: The following is a general functional description of the Project for which the expenditures to be reimbursed are paid and a statement of the maximum principal amount of debt expected to be issued for the purpose of paying the costs of the Project.

<u>Project Description</u>	<u>Debt To Be Issued</u>
Design Services	\$ 2,000
Project Management Services during move	750
Moving Services, including labeling	<u>24,750</u>
Total Services (not to exceed)	\$27,500

Part 5: The expenditures described in Part 4 is a capital expenditure under general Federal income tax principles or a cost of issuance.

Part 6: Except for the proceeds of the Obligations, no funds are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the City or by any member of the same controlled group to pay for the expenditures described in Part 4.

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

PASSED AND APPROVED on this the **3rd** day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing an agreement with Waste Management to operate the Temple Landfill (amending and replacing the existing 2004 Agreement with Waste Management).

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City's Landfill was opened in 1979—the City operated it until 1993, when after a competitive proposal process, the City entered into a lease and operating agreement with Waste Management of Texas, Inc. The 1993 Agreement was subsequently amended in 2004. If authorized by the City Council, the proposed 2011 version of a lease and operating agreement with Waste Management will supersede the existing 2004 Agreement.

The 2004 Agreement with Waste Management was a landmark agreement in several respects. It served to encourage the development of the Temple Landfill as a regional landfill, and established a mechanism for expanding the Landfill with the assistance of Waste Management to ensure that the useful life of the Temple Landfill meet the future needs of Temple and area residents. In the 2004 agreement, Waste Management also committed to a number of improvements at the Landfill that benefited the City and its residents including improved roads, a second scale house, a private citizen drop off center, landscaping, etc. The 2004 Agreement, which encouraged WM to develop the Landfill as a regional landfill also raised additional revenue for the City. That additional revenue has, among other things, helped the City to maintain a world class solid waste collection system at very attractive rates for our citizens, and provide funds for the future expansion of the Landfill.

Since the early 1990s, several changes in federal and State law have led to the closing of many public and private landfills in Texas. This has led to efforts by Texas cities and counties to encourage the creation of regional landfills. Our 2004 amendment to our agreement with Waste Management led to an increase in solid waste being brought to our Landfill from area cities like Killeen. This has accelerated the need to begin planning and implementing an expansion of our Landfill. It has also increased the need to provide for the future expansion of the Landfill.

The proposed 2011 Agreement with Waste Management would make the following major changes to our lease and operating agreement:

- A commitment by Waste Management to fund the acquisition of land and permitting of an expansion of the Temple Landfill. Waste Management's commitment to do so increases from \$500,000 (2004 Agreement) to \$1,000,000 (2011 agreement). The City also gains additional time to complete the expansion.

- Substantially increases the revenue the City receives from the Landfill from its annual lease payment from Waste Management and the revenue sharing (surcharge) it receives from solid waste brought to the Landfill (the 2004 Agreement had a lease payment of \$480K/year; the 2011 agreement starts the lease payment at \$600K/year with an escalation factor. The surcharge/ton for waste brought to the Landfill will receive a similar increase.
- Increases the maximum amount of solid waste tonnage that can be brought to the Landfill annually from outside the City limits.
- Continues to allow Waste Management to set competitive tipping fee rates, with increases in the City's lease and surcharge payments tied to increases in tipping fees charged by Waste Management. Increases the amount of solid waste associated with code enforcement/beautification efforts that the City can bring to the Landfill each year at a free or reduced cost.
- Commits Waste Management to present the City with a plan to market methane gas produced at the Landfill under terms acceptable to the City, and provides a mechanism for the City to do so on its own if Waste Management chooses not to do so.
- Commits Waste Management to present the City with commercial/residential recycling proposals; and commits Waste Management to assist the City in implementing a curbside residential recycling pilot program by providing the City with 1,000 green roll off containers.
- Commits Waste Management to accept brush from the City at a reduced rate (when the City is unable to compost brush at the Temple-Belton Regional Sanitary Sewer Plant) and ensures a favorite rate for sludge produced at the City's wastewater treatment plants.
- Commits Waste Management to provide one annual household/residential hazardous household waste collection event each year.
- Commits Waste Management to install and operate an "undercarriage washing system" for vehicles entering and leaving the Landfill—improving the condition of the streets leaving the Landfill during rainy weather.
- The Agreement establishes a new 30 year term for the Agreement (the 2004 agreement had a twenty year term).

The Staff has been very satisfied with the services provided by Waste Management and recommends approval of a new agreement with Waste Management.

FISCAL IMPACT: Additional annual revenue from increasing rental and "per ton" surcharge paid by Waste Management under the proposed revisions to the management agreement results in approximately \$75,000/year. The FY 2011 budget includes the additional revenue generated from the revised agreement. In addition, Waste Management has agreed to reimburse the City up to \$1,000,000 for the acquisition of land related to the expansion of the Landfill and the cost of permitting an expansion of the Landfill.

ATTACHMENTS:

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

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

This Agreement is made by and between the City of Temple, a home rule city in Bell County, Texas [hereinafter the “City”], and Waste Management of Texas, Inc., a Texas Corporation [“hereinafter the “Contractor” or “Waste Management”].

WITNESSETH:

In consideration of the mutual promises and covenants made herein by the parties, the City and Contractor agree as follows:

I. General Provisions

- 1.1 **Purpose.** The purpose of this Agreement is to: (1) provide a lease of a Type I landfill owned by the City) to Contractor; (2) define the terms and conditions of an agreement by Contractor to operate the landfill for the benefit of the citizens of the City and surrounding areas; and (3) provide for post-closure maintenance and monitoring of the landfill by Contractor.
- 1.2 **Lease of land.** City agrees to lease to Contractor, and Contractor agrees to lease from City, an approximately 303.2 acre tract of land, and any area acquired in the future for landfill purposes under Section 2.8 (hereinafter the “Landfill”) in the City, a portion of which contains a Type I landfill permitted in the name of the City by the Texas Commission on Environmental Quality under Permit Number 692A or any other future permits (hereinafter the “Permit”), together with all permanent improvements thereto, more particularly described and shown on the legal description and map attached hereto, respectively, as Exhibits “A” and “B.” The lease of said Landfill shall incorporate without the need for further action of the parties those future areas that the City and Contractor may incorporate by future modification of the Permit.

- 1.2.1 Title—City warrants that it is the lawful owner of the Landfill, and that City will defend title and possession to the same against all claims as to title. City agrees that Contractor, by paying the rents and fees to the City and complying with all of its obligations, set out herein, shall lawfully hold and enjoy the Landfill during the term of this Agreement without interference by City. The City shall have joint usage at no expense to the City of the service road entering the Landfill adjacent to the building containing the landfill scales.

1.3 Definitions.

- ~~1.3.1~~ ~~Anniversary Date~~—~~in each successive year of the Agreement, the month and day on which this Agreement was originally executed.~~
- ~~1.3.2~~ ~~1.3.1~~ Bulky waste—large appliances, pieces of furniture or waste material from a residential source other than construction debris or hazardous waste, with a weight or volume greater than allowed for City solid waste collection containers.
- ~~1.3.3~~ ~~1.3.2~~ Central Texas Council of Governments (CTCOG) Region—the geographical area comprised of the Texas counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba.
- ~~1.3.4~~ ~~1.3.3~~ Construction Debris—Waste building materials resulting from construction, remodeling, repair or demolition operations.
- ~~1.3.5~~ ~~1.3.4~~ Contract year—~~for each year that this Agreement is in effect, the year beginning on the Anniversary Date and ending on the day before the next Anniversary Date. October 1 to September 30 of each year. Due to the timing of the signing of this contract, the reporting period which began May 25, 2010 shall run until September 30, 2011 and all~~

Comment [sgc1]: Needs verification.

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

figures and measurements shall be prorated to reflect that time period.

~~1.3.6~~ 1.3.5 Day—Unless specifically indicated otherwise herein, wherever a particular time period is specified in this Agreement in days, the time period refers to calendar days, rather than working days.

~~1.3.7~~ 1.3.6 Dead animals—Animals or portions thereof equal or greater than twenty pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

~~1.3.8~~ 1.3.7 Garbage—Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food, including food containers, but excluding bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter, as those terms may be defined herein.

~~1.3.9~~ 1.3.8 Hazardous Waste—Waste designated as hazardous by federal or state law, including designation by the U.S. Environmental Protection Agency (EPA) or Texas Commission on Environmental Quality (TCEQ); or waste, in any amount, the disposal of which is prohibited in a Type I landfill by Federal or State law, including, but not limited to, motor oil, gasoline, paint and paint containers.

~~1.3.10~~ 1.3.9 Letter of Credit—A written undertaking by a financial institution on behalf of the Contractor to pay the City for non-performance by the Contractor in amounts and under conditions as specified in this Agreement pursuant to Section 19 below.

~~1.3.11~~ 1.3.10 Mandates—Fees, charges, tariffs, and similar expenses imposed on Contractor by the Federal or State government, or their respective

agencies, that are directly related to the operation of the Landfill, mandatory in nature, and adopted or implemented subsequent to the execution of this Agreement. Those portions of Federal and State law relating to the operation of landfills that are known but not yet in effect at the time of execution of this Agreement are expressly excluded from the definition of mandates.

~~1.3.12~~ 1.3.11 Municipal solid waste—municipal solid waste as defined by state law, including, but not limited to, waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleaning, dead animals, and all other solid waste not specifically precluded from this definition by State law or these definitions.

~~1.3.13~~ 1.3.12 Pass-throughs—Fees, charges, or tariffs imposed by Federal, State or local government, or their respective agencies, after the effective date of this Agreement, that operators of public landfills must collect from users of a public landfill and remit to the appropriate governmental agency.

~~1.3.14~~ 1.3.13 Performance Bond—A corporate surety bond that guarantees completion of the obligations and duties assumed in this Agreement by Contractor or compensation to the City in the event that the City must assume the obligations or duties of the Contractor in order to continue the services defined in this Agreement for Contractor to perform, and as required by Section 2.19 below.

~~1.3.15~~ 1.3.14 Point of origin—For solid waste, the location where the initial collection for purposes of disposal takes place, typically a residence or a place of business generating waste.

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

~~1.3.16~~ 1.3.15 Refuse—discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination.

~~1.3.17~~ 1.3.16 Rubbish—Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.

~~1.3.18~~ 1.3.17 Special Waste—Waste that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect human health or environment, and as otherwise defined by state law or regulation. Special waste includes, but is not limited to:

~~1.3.18.1~~ 1.3.17.1 Waste transported in a bulk tanker;

~~1.3.18.2~~ 1.3.17.2 Containerized waste (e.g., a drum, barrel, portable tank, box or pail) of a type listed below

~~1.3.18.2.1~~ 1.3.17.2.1 Liquid Waste for purposes of this Agreement, liquid waste is waste material that is determined to be a “free liquid” as a result of a paint filer test (EPA test method 9095); sewer sludge from a publicly-owned treatment plant shall be considered liquid if it contains less than twenty percent (20%) solids by weight;

~~1.3.18.2.2~~ 1.3.17.2.2 Sludge Waste;

~~1.3.18.2.3~~ 1.3.17.2.3 Waste from a pollution control process;

~~1.3.18.2.4~~ 1.3.17.2.4 Residue or debris from the cleanup of a spill or release of chemical substances, commercial products, or wastes listed in this definition (except those substances listed in subsection 1.3.18.3 below);

~~1.3.18.2.5~~ 1.3.17.2.5 Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage,

treatment, recycling, reclamation, or disposal of wastes listed in this subsection (except substances listed in subsection 1.3.18.3 below); or

~~1.3.18.3~~ 1.3.17.3 Residential wastes only if a change in law, statute, regulation, rule code ordinance, permit or permit conditions occurs after the effective date of this Agreement requires special or additional management that differs from the requirements applicable on the effective date of this Agreement.

~~1.3.19~~ 1.3.18 Stable matter—All manure and other waste matter normally accumulated in or about a stable, or an animal, livestock or poultry enclosure, and resulting from the keeping of animals, livestock or poultry.

~~1.3.20~~ 1.3.19 Suspicious waste—waste which Contractor reasonably suspects may be “unacceptable waste” as that phrase is defined herein.

~~1.3.21~~ 1.3.20 Treated medical waste—wastes from health care-related facilities that have been treated in accordance with the procedures specified by State law or regulation (e.g., 31 T.A.C. Section 330.136, Disposal of Special Wastes), and which have been identified and packaged in accordance with State law and regulations (e.g., 31 T.A.C. Section 330.1004(d)(1-4)(A-C)).

~~1.3.22~~ 1.3.21 Unacceptable waste—Any and all waste that is either:

~~1.3.22.1~~ 1.3.21.1 Waste, the disposal of which is prohibited at the Landfill by State, Federal or local law, regulation, rule code, ordinance, permit or permit condition; or

~~1.3.22.2~~ 1.3.21.2 Regulated “Hazardous Waste,” as that term is defined herein.

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

- ~~1.3.23~~ 1.3.22 Useful life of the Landfill—The period of time ending when the available and permitted area for solid waste disposal under Texas Commission of Environmental Quality (TCEQ) Permit Number 692A, as it currently exists, or any expanded area of the Landfill authorized under the current permit or a newly issued permit by the TCEQ, is exhausted.
- 1.4 **Effective date.** This Agreement shall be effective on the date of execution by both parties.
- 1.5 **Term.** This Agreement shall have a term of thirty (30) years or the Useful Life of the Landfill, whichever is shorter, commencing on the Effective Date of this Agreement, and subject to the post-closure rights and obligations of the parties set forth herein, which shall survive termination of this Agreement. The term of this Agreement shall be further extended as provided in Section 2.8.1 below. This Agreement may be extended by mutual agreement of the parties for additional ten (10) year periods, provided that the Contractor is not in default of this contract.
- 1.6 **Consideration.** As consideration of the lease of, and the right to operate, the Landfill, Contractor agrees to compensate the City as follows during the term of this Agreement:
- 1.6.1 Lease payment, initial—Contractor agrees to pay the City the sum of Six Hundred Thousand & no/100s dollars (\$600,000.00) annually, payable in advance twelve equal monthly installments due on or before the 5th day of each month of the Agreement. The lease payment shall be prorated for a partial month at the beginning or end of the lease term. This lease payment amount is effective on the date this Agreement is executed.
- 1.6.2 Surcharge—In addition to the base lease payment, Contractor agrees to pay the City a surcharge for each ton (rounded to the nearest tenth of a ton) of solid waste disposed of at the Landfill in any contract year of this Agreement regardless of the source or point of origin of the waste. Contractor is not required to pay a surcharge on sludge or demolition materials accepted from the City with a reduced tipping fee under Sections 2.5.1 or 2.6.1.2, respectively, of this Agreement. The surcharge payable to the City shall be calculated as follows on waste disposed of at the Landfill in a single contract year:
- \$2.52/ton up to 200,000 tons
- \$3.15/ton over 200,000 tons
- This surcharge amount is effective on the date this Agreement is executed.
- 1.6.3 Payment of surcharge—The surcharge is payable on or before the 15th day of the month following any month in which solid waste is accepted for disposal at the Landfill. For purposes of calculating the surcharge on solid waste that is not weighed prior to disposal (but rather is charged on a volume-basis), Contractor shall use the State formula for converting cubic yards of compacted or uncompacted, as applicable, waste to tonnage. For purposes of calculating the surcharge due to the City under this section, Contractor guarantees a minimum surcharge equivalent to 200,000 tons in each contract year under this Agreement. Notwithstanding anything

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

contained herein to the contrary, in the event less than 200,000 tons of waste, regardless of the source or point of origin, shall be disposed of at the Landfill for any two (2) consecutive contract years, then, the parties shall meet within sixty (60) days of the end of such contract year to attempt to renegotiate the guaranteed minimum surcharge equivalent. If the parties, within thirty (30) days thereafter, are unable to agree upon a new minimum surcharge equivalent, then Contractor shall have the right to terminate this Agreement, whereupon neither party shall have any further rights, duties or obligations hereunder, save and except for Contractor's post closure care and monitoring obligations of the Landfill (except for post termination fill areas).

- 1.6.4 Late charge—The monthly base lease payment is due to the City on or before the 5th day of each month. The monthly surcharge is due to the City on or before the 15th day of the month. A payment is late if not paid in full, received in the office, or postmarked on the due date. Late payment must include a late charge of one percent (1%) of the total amount due or left unpaid. If a payment remains unpaid for more than thirty days, a late fee of one percent (1%) shall be added for each full month that a payment or a portion thereof remains unpaid to the City.
- 1.6.5 Lease and surcharge payments, adjustment—The leasehold and surcharge payments payable to the City shall annually be increased by the same percentage, if any, as the tipping fee is increased by Contractor as provided in Section 2.6.2 herein. The increase in the lease and surcharge payments to the City shall take place in the same month as any

increase in the tipping fee is implemented by Contractor.

- 1.6.6 Place for payment—All payments to the City required under this Agreement shall be made in care of Director of Finance, Room ~~208302~~, ~~Second-Third~~ Floor, Municipal Building, 2 North Main Street, Temple, Texas or by mail at P.O. Box 987, Temple, TX 76503.
- 1.7 **Default by Contractor.** If Contractor defaults in the performance of any material provision of this Agreement, the City may give Contractor sixty (60) days advance notice in writing of its intent to terminate this Agreement if the default is not cured within the sixty days of the giving of such notice; provided, however, if such default is of a nature that it cannot be cured within such sixty (60) day period, then City may not be permitted to deliver such intent to terminate if Contractor promptly commences the curing of such default within said sixty (60) day period, and thereafter diligently pursues the curing thereof. Notice shall be deemed to have been given under this Agreement on the date when a certified letter is sent by the City to the notice address for Contractor listed in Section 4.6 herein. If such default is not cured (or promptly commenced to be cured, as applicable) by Contractor within sixty days by Contractor, the City shall have the right without further notice to terminate this Agreement, or at the City's option, City may proceed against the surety on the performance bond or the issuer of the letter of credit furnished by Contractor under this Agreement. For purposes of this Agreement, the following acts or omissions by Contractor shall constitute material breaches of this Agreement:
- 1.7.1 failing to keep the Landfill properly operated in accordance with Federal, State, or local laws, rules, permits or regulations, and failing to promptly

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- commence and diligently pursue the curing of such violation;
- 1.7.2 failing to pay the monthly lease or surcharge payments or late charges thereon, in accordance with this Agreement;
 - 1.7.3 failing to accept solid waste meeting the requirements of this Agreement and originating from the City, Bell County or the CTCOG region, subject to the volume limits provided herein;
 - 1.7.4 failing to maintain, or provide the City with timely evidence of, the Performance Bond or Letter of Credit, as applicable, in the amounts or form required herein;
 - 1.7.5 failing to indemnify the City as required herein;
 - 1.7.6 falsifying records or reports provided to the City, State or Federal government, or their agencies, as required herein;
 - 1.7.7 exceeding the annual volume limits established herein for disposal of solid waste at the Landfill without the prior written approval of the City Manager; or
 - 1.7.8 failing to maintain and monitor the Landfill after closure as required under this Agreement.
- 1.8 **Notice of failure and corrective action.** City shall as practical give notice to Contractor of any failure by Contractor to abide by any term or condition of this Agreement, provided however, that the failure of the City to give notice shall not constitute a waiver of such term or condition. After receipt of such notice from the City, Contractor shall acknowledge receipt of the same, and shall, not later than six (6) working days after receipt of such notice, provide the City with a reasonable plan of what corrective action has or will be taken by Contractor.
- 1.9 **Liquidated damages.** The parties agree that the actual damages that might be sustained by City by reason of a material breach (as described above) of this Agreement by Contractor are uncertain and would be difficult to ascertain beforehand, and the sum of Seven Hundred and Fifty Dollars (\$750.00) per day would be reasonable compensation to the City for such material breach of this Agreement as liquidated damages. Contractor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages and not as a penalty, in the event of a material breach of this Agreement by Contractor. The parties further agree that the actual damages that might be sustained by City for any other non-material breach of this Agreement by Contractor are also uncertain and would be difficult to ascertain beforehand, and that the sum of Two Hundred Dollars (\$200.00) per day would be reasonable compensation to the City for such non-material breach of this Agreement as liquidated damages. Contractor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages and not as a penalty, in the event of a non-material breach of this Agreement by Contractor. Liquidated damages for a material or non-material breach of this Agreement cease accruing upon termination of this Agreement by the City.
- 1.9.1 Appeal—Contractor may appeal the assessment of liquidated damages to the City Manager in writing within ten days after receiving notice of the same from the City. After reviewing Contractor’s appeal, the City Manager may, within a reasonable time and in writing, uphold the assessment, determine that liquidated damages should not be assessed, or that the amount of liquidated damages should be reduced. The decision of the City Manager shall be final, subject to the right of Contractor to appeal to an

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arbitrator as provided for in Section 2.6.4 of this Agreement. Contractor specifically waives any right to appeal the assessment of liquidated damages to any Federal or State court. It is the intent of the parties hereto that the arbitrator in an appeal under this subsection shall have authority to determine the appropriateness of liquidated damages (i.e., whether there has been a material or non-material breach of this Agreement by Contractor) but not authority to reduce the amount set out herein for liquidated damages.

- 1.9.2 No waiver—The assessment of liquidated damages under this Section shall not waive the right of the City to terminate the Agreement under Section 1.7 for a material breach.
- 1.10 **Cumulative Remedies.** The rights and remedies granted in this Agreement to City in the event of a default are cumulative, and the exercise of any such right or rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement. No waiver of any violation shall be deemed or construed by a court of law or arbitrator to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained herein.
- 1.11 **Force majeure.** Neither the Contractor nor the City shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure or resultant damage is caused by a catastrophe, riot, war, strike, accident, act of nature beyond the reasonable control of Contractor or the City. If such circumstances persist for more than thirty (30) days, or if after their cessation, Contractor is unable to render full or substantial performance for a period of thirty (30) or

more days, the City may terminate this Agreement by giving Contractor ten (10) days advance written notice thereof.

- 1.12 **Mining and Mineral Rights.** City shall retain all gas and minerals rights to the Landfill, including but not limited to, oil and gas (of all kinds), gravel, soil, clay, and other minerals, materials, or substances of any nature whatsoever found at or under the Landfill, or produced by any use of the Landfill (whether by Contractor, City or some third party). Notwithstanding anything contained herein to the contrary, title to any methane gas or other gases produced as a result of disposal of solid waste at the Landfill (“Landfill Gases”) shall be and remain the property of Contractor, except as provided herein. Contractor currently contemplates permitting and constructing, at its sole cost and expense, a methane recovery facility, and the City grants Contractor the first right to market the Landfill Gases.
- 1.12.1 Within one (1) year from the date of execution of this Agreement, Contractor shall present a timetable or analysis to the City of the viability of or its intentions to pursue methane recovery operations. After the methane recovery timetable or analysis is presented to the City, City and Contractor may execute a separate, mutually-agreeable written agreement which will set forth the compensation, rights and responsibilities of City and Contractor. In the event that a mutual agreement is not executed between City and Contractor within eighteen months of the execution of this Agreement or longer if agreed in writing by the parties, City may pursue other contractual arrangements to sell and market methane gas and give Contractor ninety (90) days written

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notice that it intends to contract with a third party to conduct methane recovery operations. Contractor shall have thirty (30) days from receipt of the notice from City to exercise a first right of refusal to conduct methane recovery operations under the same terms and conditions as the City has negotiated with such third party. If Contractor does not exercise its first right of refusal, title to any methane gas or other gases produced as result of the disposal of solid waste at the Landfill shall revert to the City without the necessity of further action by either party.

- 1.12.2 In the event that Contractor does not exercise its first right of refusal, Contractor shall relinquish any right to market Landfill Gases produced at the Landfill to City or its designee. In that event, Contractor shall not be required to incur any expenditure in connection with the delivery of Landfill gas to any third party or to City. If the City authorizes a third party to construct and operate a methane recovery system at the Landfill, City, Contractor and the third party will execute a separate written agreement that sets forth the compliance and other operational responsibilities associated therewith.

II. Duties of Contractor

- 2.1 **Operation of municipal landfill.** Contractor shall continuously operate a Type I landfill for the benefit of the citizens and businesses of Temple during the term of this Agreement. Contractor shall operate the Landfill in compliance with Texas Commission on Environmental Quality Permit Number 692A (hereinafter the "Permit") and any existing or future modifications thereof, and all other State or Federal

laws or regulations applicable to its intended use as a municipal landfill. It is the intent of the parties, and Contractor agrees to operate the Landfill in a manner comparable to other first class publicly or privately operated landfills in the State of Texas or the United States of America.

- 2.1.1 **Source of waste.** Subject to the quantity limits set forth below, Contractor shall accept for disposal all solid waste brought by public or private haulers, the point of origin of which is in Bell County, or the CTCOG region, if the waste is of a type and quality, and is handled prior to disposal in a manner, that meets State and Federal requirements for disposal of the waste in a Type I landfill. Contractor shall not accept solid waste for disposal which has a point of origin outside of the CTCOG region without the prior written consent of the City. Contractor shall exercise due diligence in determining the source of solid waste brought to the Landfill.
- 2.1.2 **Quantity of waste disposed of at Landfill.** Contractor may not accept for disposal at the Landfill more than three hundred thousand (~~32500~~,000) tons of solid waste, which originates outside of the City limits, in any single contract year without the prior written consent of the City. Contractor shall accept, without limit, all solid waste originating from within the City limits that is suitable for disposal in a Type I landfill.

- 2.2 **Permits.** Contractor shall have the right to use the Landfill for the construction and operation of a Type I landfill in

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conformance with the Permit, and for related purposes. Contractor shall comply with all Federal, State and local laws and regulations governing landfills, as well as zoning and building codes.

2.3 Inspection of waste by Contractor. Contractor shall use commercially reasonable efforts to inspect all solid waste brought to the Landfill for disposal prior to accepting such waste for disposal. Title and legal responsibility for solid waste permitted to be disposed of under this Agreement shall pass to Contractor when accepted for disposal at the Landfill. Contractor shall accept solid waste for disposal which may lawfully be disposed of at a Type I landfill in accordance with the Permit and applicable laws. Such waste shall include municipal solid waste, yard waste, garbage, stable matter, refuse, rubbish, brush, bulky refuse, bulky rubbish and treated medical waste. Contractor shall not knowingly accept hazardous waste for disposal or any other type of waste which may not be lawfully disposed of at a Type I landfill. Contractor may, but shall not be required to, accept solid waste for disposal that falls within the definition of special waste as defined herein. Contractor shall at all times exercise due diligence and good faith in determining the source, quality and appropriateness for a Type I landfill of all solid waste accepted for disposal at the Landfill. Contractor shall maintain accurate records of all solid waste brought to the Landfill showing the point of origin and the type of waste for all waste accepted for disposal.

2.4 Weights and measures. Contractor shall weigh all solid waste received at the Landfill, except where Contractor is authorized by this Agreement and State law to accept waste on a volume basis using a conversion factor to determine a

tonnage charge. Contractor shall maintain scales of sufficient size and quality (relative to the solid waste industry) to accurately weigh solid waste. Contractor shall have the scales checked and certified not less than every six months during the term of this Agreement by a company acceptable to the City. Contractor shall provide the City with advance notice of the date and time that the scales will be tested and allow a representative from the City to be present. Contractor will arrange for the testing company to mail a copy of the test results directly to the City. The City reserves the right to review and approve the type, size, and quality of scale equipment used by Contractor.

2.5 Rates for Special Waste. Contractor may charge a special handling fee for special waste (in lieu of the normal tipping fee described hereafter) in the amounts set out below. The parties specially agree that no special handling fee will be charged for treated medical waste, but all such waste shall be charged the normal tipping fee, provided that the treated medical waste is handled by generator and prepared for disposal in accordance with State law and regulations (currently Title 25 T.A.C. 1.136-1.137 and Title 31 T.A.C. 330.1004(d)(1)).

2.5.1 Approved special handling fees—Contractor may charge the following rates in lieu of the normal tipping fee for the following special wastes:

- Contaminated Soils - \$34.10/ton
- Asbestos Containing Materials - \$19/yd³
- Bulky Waste – individually negotiated prices
- Sludge
 - Within the City - \$32.62/ton
 - Outside the City - \$37.94

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- o Sludge from Doshier Farm WWTP or T-BRSS WWTP--\$7.43/ton
 - Contractor shall not be obligated to pay City a surcharge on Sludge from Doshier Farm WWTP or T-BRSS.

2.5.2 New special handling charges; increases in established special handling charges—With the prior written approval of the City Manager, Contractor may adopt additional special handling fees for special waste not listed above. Contractor may appeal the decision of the City Manager to an arbitrator as provided below in Section 2.6.4. Contractor may increase a previously approved special handling fee by the same percentage that the tipping fee may be increased as provided in Section 2.6.2 below.

2.6 User Fees.

2.6.1 Tipping Fee. Contractor shall charge all users, except those currently exempted by City ordinance, of the Landfill a tipping fee on a per ton basis as weighed by the certified scales at the Landfill. The tipping fee shall include, and separately itemize, all required State and Federally-mandated (“pass-through”) fees. The tipping fee for all waste generated within the City, inclusive of all State and Federal fees, shall be not more than twenty three dollars and seventy cents (\$23.70) per ton, which shall be the maximum allowable tipping fee for waste, except as otherwise provided herein, generated from within the City. Contractor may charge customers less than the maximum allowable tipping fee. The tipping fee charged by Contractor for waste generated outside the City limits shall be an amount determined from time to time by Contractor, up to, but not to exceed, \$43.00

per ton (subject to price increases as set forth herein) (the “Maximum Outside City Rate”). The Maximum Outside City Rate may not be increased in excess of \$43.00 per ton by Contractor without the City’s prior written consent, which consent shall not be unreasonably withheld. Contractor may not charge itself, or another entity partially or wholly owned by Contractor, or under common ownership as Contractor, a rate (inclusive of all Federal, State and local fees charged to any other user of the Landfill) that is less than the rate offered to other commercial solid waste haulers bringing at least 25,000 tons annually to the Landfill. The parties acknowledge that the rate charged by Contractor to customers outside the City limits, as of the date of execution of this Agreement, is \$29.01 per ton.

2.6.1.1 *Tipping fee charged to City as user of the Landfill.* If Contractor offers a tipping fee to any user of the Landfill that is less than the maximum allowable tipping fee under Sections 2.6.1 and 2.6.2 of this Agreement, the rate charged to the City as a user of the Landfill shall be \$.25/ton less than the lowest rate per ton charged by Contractor to any other user of the Landfill. Provided that Contractor may request in writing, and the City Manager may approve, the adoption of a tipping fee for a specific user or project that does not trigger application of this subsection.

2.6.1.2 *Special Rates to City for disposal of code enforcement-generated waste.*

- a. To assist the City in its code enforcement efforts, Contractor agrees to accept up to ~~one~~ ~~hundred-twelve hundred~~ ~~(100)200~~ tons per ~~month-year~~ of solid waste generated by the

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City's code enforcement program, and permitted to be disposed of hereunder ("Enforcement Waste"), at no charge to the City; provided the City shall pay all taxes, governmental fees and charges (including TCEQ fees) associated with such Enforcement Waste.

- b. Any Enforcement Waste generated by the City's code enforcement program in excess of ~~one hundred~~ twelve hundred (~~100~~ 1,200) tons per ~~month~~ year, up to 1,500 tons per year, in excess of Enforcement Waste disposed of pursuant to Section a. above, shall be disposed of by Waste Management at a rate of \$15.00 per ton, inclusive of taxes, governmental fees and charges.
- c. Enforcement Waste generated by the City's code enforcement program in excess of 1,500 tons per year set forth in Section b. above shall be disposed of at the gate rate.
- d. Contractor shall not be obligated to pay a surcharge on such Enforcement Waste disposed of by the City pursuant to Section 2.6.1.2(a) and (b) above.
- e. Solid waste generated by the City's code enforcement program shall primarily consist of waste generated by the demolition of substandard structures or from neighborhood clean-up programs established or promoted by the City, and shall clearly be identified as such

by representatives from the City hauling such waste to the Landfill.

- f. To the extent that any of the Enforcement Waste originates outside the City limits, such Enforcement Waste shall not be counted for purposes of calculating the waste disposal limit set forth in Section 2.1.2 of this Agreement.

2.6.1.3. *Fuel Surcharge.* Contractor may charge the City a fuel surcharge for waste disposed by the City or its contractors at the Landfill as follows: The base tipping fee will be subject to a fuel surcharge of one percent (1%) for every fifty cent (\$0.50) increase in the price of diesel fuel above and including \$4.50 per gallon (e.g., a 1% surcharge beginning at \$4.50 per gallon, and a 2% surcharge at \$5.00 per gallon, etc.), provided that the surcharge may not exceed 3%. If the price of diesel as provided herein exceeds \$5.00 for fifty-two (52) consecutive weeks, this subsection shall become null and void, and Contractor agrees to seek recovery for its increased fuel costs solely through adjustments in its tipping fees. An adjustment to the tipping fee solely due to increased fuel costs as described in this section will not prohibit Contractor from increasing the tipping fee due to the annual adjustment described in Section 2.6.2 below. The City and Contractor agree to negotiate in good faith changes to this Agreement, if and when the cost of diesel stays above \$6.00/gallon for more than twenty-six (26) consecutive weeks. The diesel fuel price shall be determined on a weekly basis each Monday for that week by reference to the Energy Information Administration of the U.S. Department of Energy

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(EIA/DEO) Weekly Retail on Highway Diesel Prices for the Gulf Coast. Each week's applicable surcharge so determined shall be clearly itemized on the weigh ticket or invoice.

2.6.2 *Future increases in the Tipping Fee.* After the first year of this Agreement, Contractor may increase the maximum allowable tipping fee (established in Section 2.6.1 above) on October 1 of each year to reflect fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical workers (CPI-W)(All Items) Region 6, Dallas-Fort Worth Average, Southwest Statistical summary as published by the U.S. Department of Labor, Bureau of Labor Statistics (hereinafter "the Index"). Contractor may not increase the tipping fee for any subsequent contract year by a percentage that exceeds ninety percent (90%) of the net percentage change of the Index. The net percentage change of the Index shall be computed as follows:

$$\text{Net Percentage Change} = \frac{a-b}{b}$$

Where, a = the index value for the most recently published month prior to commencement of the new contract year

and b = the index value for the same month twelve months earlier

Provided that Contractor may not increase the tipping fee by more than five percent (5%) in any one contract year, or more than fifteen percent (15%) in any five contract year period.

2.6.3 *Increases or decreases due to regulation.* Contractor may pass on Federal, State or local Pass-throughs fees in the month they become effective. Contractor may request rate adjustments after the first year of this Agreement to reflect the additional expense of Mandates enacted by the Federal, State or local governments after the first year of this Agreement. The request must be accompanied by supporting documentation and analysis prepared by or for Contractor. The parties agree to negotiate in good faith concerning the necessity for a rate increase attributable to a Federal, State or local Mandates. It is the intent of the parties that Contractor be allowed to increase their rates by an amount necessary to cover Mandates and Pass-throughs required after the first year of this Agreement by the Federal, State or local laws or regulations, but only to the extent that such additional charges or expenses are not caused by the action or inaction of Contractor. Increases due to Mandates or Pass-throughs shall not count against the five or fifteen percent caps for one or five year, respectively, CPI increases in the tipping fee. Contractor shall reduce the tipping fee at such time as a Federal, State or local Pass-through cost or fee is eliminated.

2.6.4 *Arbitration.* If agreement cannot be reached between the parties on the necessity or amount of any increase necessitated by mandated or pass-through charges, the parties agree to submit the necessity for the amount of such increase to binding arbitration as follows. The parties shall request a list of seven arbitrators from the American Arbitration Association, and each party shall alternately strike one name from the list until one

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person is left on the list who shall serve as arbitrator. The arbitrator shall apply the laws of the State of Texas and enforce the terms of this Agreement as written. The parties agree to equally share in the cost of arbitration. The arbitration shall otherwise proceed under the rules of the Association. The arbitration shall proceed with reasonable promptness and a determination made without undue delay.

2.7 Improvements – Real and Personal.

2.7.1 *Duty to Maintain*—Contractor shall maintain all personal property and permanent improvements at the Landfill in a manner so as not to constitute a nuisance. In the event a permanent improvement or utility is damaged by fire or other casualty, regardless of the extent of such damage or destruction, Contractor shall within a reasonable time, but in any event, not more than one year from the date of such damage or destruction, commence the work or repair, reconstruction or replacement of the damaged or destroyed improvement or utility, and prosecute the same with reasonable diligence so that the improvement or utility shall be restored to substantially the condition it was in prior to the happening of the casualty. Any payment of insurance proceeds shall be paid to Contractor to be deposited in an escrow account for use solely for the reconstruction, repair, or replacement of the damaged or destroyed improvement. Contractor shall meet all State and Federal requirements for the internal or external fencing of the Landfill within one

hundred and eighty days of the effective date of this Agreement.

2.7.2 Construction of sewer line. Prior to January 1, 2005, Contractor constructed a dedicated sewer line from the City's sewer main line to the Landfill. The sewer service line and the flow meter shall be dedicated to and become the property of the City, and the City shall bear the expense of maintaining the sewer service line and flow meter; from the flow meter to the City main. Contractor agrees to pay, and City agrees to charge Contractor; one-half cent per gallon (\$0.005/gallon) for leachate introduced into the City's wastewater collection system using the newly constructed sewer line.

2.7.2.1 Compliance with Pretreatment Ordinance— Contractor agrees to comply with the City's pretreatment ordinance as it applies to the introduction of industrial waste into the City's Doshier Farm Wastewater Treatment Plant.

2.7.2.2 Compliance with State and Federal Law— Contractor shall comply with all State, Federal and local requirements for the introduction of leachate into public wastewater treatment systems in accordance with POTW standards, and Contractor is not permitted to discharge any waste containing pollutants are not in compliance with POTW standards. Contractor shall batch discharge the leachate and the required laboratory analytical tests shall be completed and

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presented to City prior to discharging
any leachate.

2.7.3 *Construction and maintenance of a citizen drop off site.* Contractor agrees to maintain an area within the Landfill, separate from the current working face of any disposal cell, for residents of the City to drop off household waste for disposal when requested by the City. The site shall be well-maintained, hard-surfaced, and of a sufficient size to allow two eight cubic yard roll-off containers to be accessible to private citizens dropping off garbage. The City agrees to construct or set out containers to hold waste in each of these categories, to periodically empty those containers, and to dispose of this waste at the Landfill or by other means. The City agrees to empty such containers when such containers are full, or otherwise requiring disposal due to odor or other circumstances. In the event the City shall fail to timely empty such containers, then Contractor shall have the right to cause such containers to be emptied, and the City shall immediately reimburse Contractor the reasonable cost of such services.

2.7.4. *Maintenance of appropriate equipment for the operation of the Landfill.* Contractor will maintain in good working condition and quality all of the equipment reasonably necessary to operate a first class Type 1 landfill, including but not limited to a 100,000 pound class compactor or equivalent for use at the Landfill. Contractor agrees to maintain sufficient and suitable equipment onsite at all times to perform its duties under this Agreement effectively and efficiently.

2.7.5. *Curbside recycling proposal.* Within 90 days of the date that this Agreement is fully executed, Contractor agrees to provide 1,000 green 96-gallon polycarts to the City, at no charge, which will enable the City to conduct a pilot study of recycling within the City. The Contractor will deliver the carts to the City at the Public Work offices adjacent to the Landfill and the City will distribute the polycarts to its customers. The City will be responsible for the collection, transportation, and processing of the recyclable materials deposited in such polycarts. Within 90 days after the pilot program conducted by the City ends, Contractor agrees to submit a proposal(s) to the City to provide curbside recycling. The proposal may include multiple approaches (once a week, twice a month, customer drop off centers, etc.). A curbside recycling program would be implemented by the City, so it could be mandatory for residential customers (for example, the City going to once a week refuse pick up to encourage recycling). This Agreement does not obligate or authorize Waste Management to implement a curbside recycling program. If the City chooses not to proceed with a recycling program, the Contractor will retain ownership of the polycarts and the City agrees to collect the polycarts from its residents and return them to the Public Work offices adjacent to the Landfill, where Contractor will retrieve them.

2.7.6. *Brush pickup.* Within 90 days of the date that this Agreement is fully executed, Waste Management will begin accepting and taking title to brush at the

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rate of \$2.00 per cubic yard from the City, commercial interests, or other Bell County taxing entities and at no charge to residents of the City. To the extent that the brush accepted at the Landfill originates from outside the City limits, brush waste not disposed of in the Landfill will~~such brush shall~~ not be counted for purposes of calculating the waste disposal limit set forth in Section 2.1.2 of this Agreement.

2.7.7. Household Hazardous Waste Collection Event.

Waste Management agrees to provide one annual household (non-commercial) hazardous waste collection event (“HHW”) for Temple residents per Contract Year. City would assist in labor, publicity, and organizing for the day. WM would be responsible for the cost of the HHW contracted vendor, if needed, and disposal fees up to a total amount of \$50,000.00 per year. City would be responsible for all amounts above \$50,000.00 each year. City agrees to pursue grant money from the applicable Council of Government to assist in funding the HHW event. Waste Management may offer this service to commercial companies or other Bell County cities for a fee.

2.7.8. Within one year of the date that this Agreement is fully executed, Waste Management agrees to install a wheel and undercarriage truck washing system for traffic exiting the Landfill at no additional charge to customers.

2.7.9 *Restoration of improvements* — At or before the expiration, or termination from any cause, of the

Agreement, Contractor shall restore all buildings, and other permanent improvements to the same condition and good order as that existing at the time the Agreement was entered into, ordinary wear and tear excepted. Title to all permanent improvements or fixtures in the Landfill constructed by Contractor during the term of this Agreement shall vest in City without necessity of any compensation by City.

2.7.10 *Removal of Personal Property*—At or before the expiration, or termination for any cause, of this Agreement, Contractor shall remove any and all property placed thereon by him. Any and all property not so removed shall, at the City’s option, become the property of the City or City may cause the property to be removed at Contractor’s expense.

2.7.11 *Alterations*. Contractor shall not make material alterations, remodel, attach fixtures, fencing, erect additions, structures or signs in or upon the Landfill, unless the plans and specifications therefore have been submitted to the City Manager or his designated representative for approval, whose approval shall not be unreasonably withheld and shall be presumed if Contractor is not notified of disapproval within fourteen days of receipt of the request.

2.7.12 *Keeping of Premises*. Contractor shall keep the Landfill in a neat, safe and sanitary condition at all times. City, its officers, agents and employees, shall have the right at reasonable times to enter and inspect the Landfill to determine that any obligation or covenant of contractor to maintain the premises in good repair has been observed.

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2.7.13 *Defects in Leased Premises*—Contractor has previously inspected the Landfill, and accepted it in its present condition. City shall not be liable to Contractor, its agents servants, licensees or invitees, for any damage sustained to person or property by reason of, and such expansion permit is final and non-appealable, any defects in the leased premises.

2.8 Expansion of the Landfill.

In the event that the City acquires additional land contiguous to the current Landfill property (hereinafter “the Additional Land”) within the City limits or its extraterritorial jurisdiction for the expansion of the existing Landfill within the term of this Agreement, Contractor agrees to proceed at its own expense with the permitting of the additional land for an expansion of the Landfill under the City’s existing permit or under a new permit in the City’s name. In seeking approval of an amendment of the existing permit or approval of a new permit to authorize use of the additional land as a landfill, Contractor agrees to use its best efforts to obtain approval by the State as soon as practical. At such time as approval of the amendment to the existing permit or a new permit is obtained from the State to allow an expansion of the existing landfill, and such expansion permit amendment or new permit is final and non-appealable, and the amendment or new permit for the additional landfill area is issued in the City’s name, Contractor shall within sixty days reimburse the City for the cost of acquiring the Additional Land. The Contractor’s obligation to reimburse the City for the Additional Land shall be limited to One Million Dollars (\$1,000,000) or an amount equal to the purchase price of

the Additional Land, inclusive of any realtor’s fees or interest charges, whichever is less.

- 2.8.1 *Reimbursement of Contractor by City.* In the event that this Agreement would otherwise expire before the Additional Land paid for by Contractor (through reimbursement of the City) and permitted at Contractor’s expense in the name of the City is fully utilized (i.e., airspace for solid waste disposal still exists under the amended or new TCEQ permit obtained by Contractor), the City agrees that this Agreement will automatically be extended in five (5) year increments until the remaining airspace is exhausted.
- 2.8.2 City shall cooperate with Contractor, at all times, in obtaining any mutually agreeable modifications or amendments to the Permit or modifications or amendments required by Applicable Law. City recognizes that Contractor will incur costs in reliance on the City’s authorization to seek such permits or modification, including but not limited to a landfill expansion, and agrees that Contractor is entitled to recover the costs it has incurred in seeking the Permit modification or amendment should the City later decide (i) not to continue seeking such modification or amendment, or (ii) instruct the Contractor not to utilize the amendment or modification sought or approved. The parties agree that Contractor will be allowed to recover the actual costs and expenses it incurred by deducting those costs and expenses from the Surcharge owed to the City under this Agreement.

~~2010-2011~~ Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

- 2.9 **Closure of Landfill when Agreement Ends or is Terminated.** At such time as this lease expires or is terminated by either party, Contractor shall close and fence the Landfill, relinquish or close all existing permits for the Landfill held by the Contractor, and meet all post-closure State and Federal requirements for post-closure maintenance, e.g., covering trenches, monitoring and site maintenance.
- 2.10 **Hours of Operation.** Contractor shall accept waste at the Landfill from 7 a.m. to 5 p.m. Monday through Friday, and 7 a.m. to 2 p.m. on Saturday [to the extent allowed by applicable State permits](#). Contractor must stay open until all of the City trucks return at the end of each day.
- 2.11 **Holidays.** Contractor may close the Landfill in observance of the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, and Contractor may, with the advance written approval of the City Manager, close the Landfill on other City designated holidays.
- 2.12 **Office.** In addition to facilities required for the operation of a solid waste disposal landfill, Contractor shall establish a local office or other facility within the City limits, not necessarily at the Landfill, where inquiries and complaints about service may be made. Such office or facility shall be equipped with adequate telephone communications, and shall have at least one responsible person in charge and present during all hours of operation of the Landfill. Contractor shall provide an answering machine for use by the public during hours when the office is closed.
- 2.13 **Reports.** Contractor shall provide the City with a monthly report, in a form acceptable to the City, showing the total volume and tonnage received at the Landfill, the total revenue received by the Contractor from user fees or other sources from the Landfill, the tipping fee charged to all users of the Landfill, all special handling charges assessed users, and such other information regarding the operations of the Landfill as the City may reasonably require from time to time. Contractor shall break down the report on tonnage to show: tonnage originating (1) within the City limits, (2) outside the City limits but within Bell County, (3) outside Bell County but within the CTCOG region, and (4) outside the CTCOG region (if any is authorized by City).
- 2.13.1 *Audited Financial Report.* Each contract year, Contractor shall provide City with audited financial reports prepared by the independent certified public accountant or firm which provide a monthly breakdown of the information required above in Section 2.12 for Contractor's operations under this Agreement.
- 2.14 **Records.** Contractor shall maintain records of all operations at the Landfill for at least seven years. City shall have access at reasonable hours to all of Contractor's records, and all the papers and documents relating to the operation of contractor within the City limits. City, in its sole discretion, may employ outside consultants to audit or verify the financial records and reports of the Contractor, and to ensure compliance with the Permit, and the laws or regulations of the State or Federal government. Contractor shall cooperate with

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

City, its officers, employees, agents or consultants, by making its employees and records available for the purpose of this section.

- 2.15 **Taxes, Licenses, Permits and Utilities.** Contractor shall obtain and promptly pay the cost of all taxes; State and Federal fees, pass-throughs, and special charges; licenses; permits; and utilities (other than those expressly provided by City under this Agreement).
- 2.16 **Compliance with Laws.** Contractor shall perform the terms of this Agreement in conformance with all applicable local, State, and Federal regulations and laws. This Agreement is expressly made subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
- 2.17. **Indemnity.** Contractor shall indemnify and hold harmless the City and its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Agreement. Contractor shall not, however, be obligated to indemnify the City for any suit, action, legal proceedings, claim, demand, damage, cost, expense arising solely from a willful or negligent act or omission of the City, its officers, agents, servants and employees.

2.17.1 *Indemnity from environmental assessments*

Contractor shall indemnify and hold harmless the City from and against any and all claims and assessments brought by local, state or federal environmental agencies or private concerns in connection with either the operation or closure of landfills, transfer stations or other solid waste facilities owned, leased or utilized by the Contractor, or any cleanup costs associated with environmental contamination, whether such cleanup is of air, soil, ground water or surface water contamination as determined by the governing environmental agency or other governmental agency or agencies.

2.17.2 *Prospective application.* Such indemnity shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of the contractor in performing under this Agreement.

2.17.3 *Retroactive application.* This indemnity and hold harmless provisions extends not only to claims and assessments occurring during the time the Contractor operates the Landfill but retroactively to claims and assessments with regard to the Landfill during the time it was operated by the City of Temple.

2.17.4 *Application to surrounding property.* This indemnity extends to claims and assessments relating not only to such property (whether used by the Contractor or previously by the City) but also to claims or assessments arising out of the surrounding area where

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

runoff, leachate, or other infiltration may have occurred. The purpose of this paragraph is to make the Contractor responsible for all claims or assessments relating to the site of landfills, transfer stations, or other solid waste facilities which are used by the Contractor, both during the time such sites were used either by Contractor, or previously used by the City of Temple. This section does not make the Contractor liable for any site never used, closed, managed or monitored by the Contractor under the terms of this Agreement.

(The City will not accept policies in which the insurer has “endeavor to notify” notice language.)

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specifies below:

2.18 **Insurance.** Contractor shall at all times during the term of this Agreement maintain in full force and effect Employer’s Liability, Workman’s Compensation, and Comprehensive General Liability Insurance, including contractual liability coverage. Contractor’s insurance shall name the City of Temple as an “additional insured,” and provide a waiver of subrogation in favor of the city on all policies. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City (in care of the City Attorney’s Office) with certificate of insurance or other evidence satisfactory to the City Attorney to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at the time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) calendar days prior written notice shall be given to the certificate holder.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker’s Compensation with waiver of subrogation on behalf of the City	Statutory
Employer’s Liability	\$500,000
Bodily Injury Liability Each Occurrence (except automobile) Aggregate	\$500,000 \$1,000,000
Property Damage Liability Each Occurrence (except automobile) Aggregate	\$500,000 \$500,000
Automobile Bodily Injury Each Person Liability Each Occurrence	\$500,000 \$1,000,000
Automobile Property Damage Each Occurrence Liability	\$500,000

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
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Environmental Impairment Per Occurrence	\$2,500,000
Aggregate	\$5,000,000
Owner's Protective Liability Each Occurrence	\$1,000,000
Single Limit	Combined
Excess Umbrella Liability Each Occurrence	\$5,000,000

2.19 **Performance Bond.** Contractor must furnish the City (in care of the City Attorney's Office) with a corporate surety bond in the amount of Six Million, Four Hundred Thousand Dollars (\$6,400,000.00) as security for the performance of this Contract. Contractor may renew and pay for the performance bond on an annual basis.

2.19.1 *Payment* -- The Contractor shall pay the premium for the performance bond. A certificate from the surety showing that the bond premiums are paid in full must accompany the bond.

2.19.2 *Surety* – The surety on the bond must be a surety company authorized to do business in the State of Texas. In the event that the surety becomes no longer authorized to do business in Texas, the Contractor must immediately provide a performance bond from another surety authorized to do business in Texas.

2.19.3 *Notice of Non-Renewal* – The performance bond must provide that the surety will give the City written notice not less than ninety (90) calendar days prior to the end of each annual period if the bond will not be renewed for the following year.

2.19.4 *Letter of Credit* – In lieu of a Performance Bond, Contractor may provide the City with an irrevocable Letter of Credit payable on demand by the City. Both the issuing bank and the form and terms of the Letter of Credit are subject to the approval of the City. The Letter of Credit may be renewable on an annual basis provided the letter of credit provides that the issuing bank will give the City not less than ninety days prior written notice of its intent not to renew that Letter of Credit. If the issuing bank fails to renew such letter of credit, Contractor must furnish the City with a Performance Bond for the remainder of the term of this Agreement and otherwise meet the requirements of this section.

2.19.5 *Post-closure period.* Upon termination of the lease portion of this Agreement for any reason, Contractor shall post a Performance Bond or Letter of Credit in the amount of Three Million Dollars (\$3,000,000.00) to guarantee the performance of all post-closure monitoring and site maintenance requirements for the time period required by Federal and State law and regulations. Contractor may renew the Performance Bond or Letter of Credit on an annual basis provided the surety agrees on the

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
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face of the bond to provide the City with at least ninety (90) days prior notice of non-renewal.

- 2.20 **Non-discrimination.** Contractor shall not discriminate against any person because of their race, sex, age, creed, color, religion, national origin, disability or any other impermissible basis.

III. Duties of City

- 3.1 **Use of Landfill.** City agrees to bring all solid waste, collected for disposal at a landfill by the City, its employees and agents, to the Landfill during the term of this Agreement.

3.1.1 *Recycling program.* Both Contractor and City understand that City may establish, on its own initiative or in compliance with State or Federal law, recycling programs and other solid waste reduction programs, e.g., composting programs. Nothing contained in this Agreement shall be construed to prevent the City from establishing such programs, or diverting all or a portion of the waste stream collected by the City, its employees and agents, to purchasers of recycled materials or businesses that offer other alternatives to burial of solid waste.

- 3.2 **Preservation of Landfill Integrity.** Except as provided herein, after termination of this Agreement, City shall not disturb the integrity of the cover material placed over any portion of the Landfill in which Contractor operated, has agreed to monitor, or has otherwise contractually agreed to indemnify the City for claims arising there from. In particular, the City

agrees not to disturb the cover by excavation or boring, construct any structures on the premises (except that paving shall be permitted), nor alter any venting wells, vegetation or drainage then existing at the premises unless Contractor expressly consents to such activity, which activity must be consistent with industry standards for such activities. City's obligation to preserve the integrity of the Landfill shall run to any successor in interest of the City.

- 3.3 **Cooperation.** City agrees to cooperate with Contractor in obtaining mutually agreeable modifications to the Permit. City also agrees to cooperate with Contractor in obtaining agreement from Oncor or the current electric utility Texas Utility Electric Company to relocate power lines on the Landfill, as needed. City agrees to cooperate with Contractor to allow the acquisition of the cemetery shown on Tract D on Exhibit "B." Contractor shall bear the cost, if any, of relocation of such lines or the acquisition of the cemetery.

IV. Miscellaneous

- 4.1 **Condemnation.** If during the term of this Agreement, all of the Landfill is taken for a public purpose by condemnation, or sold to a condemning authority under threat of condemnation, this Agreement shall terminate subject to the continuing obligation on Contractor to provide final cover and closure of all portions of the Landfill and to maintain and monitor the Landfill after closure for any period required by law and this Agreement.

Comment [JG2]: Not sure we still need this. If we do, it's no longer Texas Utility Electric Company, it's ONCOR or one of the other spin off companies that retained the distribution system. Correct?

Comment [rm3]: We want to keep this language as it will be relevant to the expansion property.

Comment [JG4]: I'm fine with leaving it.

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
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- 4.1.1 If less than all, but more than ten percent (10%) of the Landfill area (including those areas that may be added in the future by amendment of the Permit) is taken for a public purpose by condemnation, or sold to a condemning authority under threat of condemnation, Contractor may terminate this Agreement by giving the City ninety (90) days notice of the same, subject to the continuing obligation on Contractor to provide final cover and closure of all portions of the Landfill and to maintain and an monitor the Landfill after closure for any period required by law and this Agreement.
- 4.1.2 In any condemnation proceeding in which the City is the condemning authority or in which the City is required to pay all or a portion of the cost of acquiring the property to be taken, Contractor shall hold the City harmless for any condemnation award in excess of any amount equal to Contractor's actual or accrued expenses under this Agreement up to the time of the taking. It is the intent of the parties that in the allocation of any condemnation award between the City as owner and lessor of the Landfill, and the Contractor as lessee of the Landfill, that Contractor's portion of such award never exceed an amount equal to Contractor's actual and accrued expenses up to the date of the taking. Contractor's accrued expenses shall include the cost of closing and monitoring the Landfill as required under this Agreement. City does not represent to Contractor that Contractor's interest in or rights held under this Agreement has any particular value in a condemnation proceeding.
- 4.1.3 City agrees to use its best efforts to find alternative routes or sites for street, water, or wastewater right-of-way or facilities so as not to require condemnation of any portion of the Landfill. City agrees neither to condemn nor to attempt condemnation of the leased area as a landfill.
- 4.2 **Independent Contractor Status.** It is the intent of the parties that Contractor, and its officers, agents, and employees, shall act as independent contractors.
- 4.3 **Agreement Not a Franchise.** It is the understanding and intention of the parties that this Agreement constitutes a lease and contract to operate a landfill for the disposal of solid waste; that it shall not constitute a franchise and shall not be constructed as such. Nothing contained herein shall be deemed to grant Contractor any exclusive rights other than the exclusive right to occupy the leased premise during the term of this Agreement, and the exclusive right to receive the solid waste stream controlled by the City.
- 4.4 **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of the governing body of the City. The delegation of any contractual duties shall also require the written consent of the surety on the performance bond required herein as such delegation will not relieve the Contractor or his surety of any liability or obligation to perform. In the event of a delegation of any duty required under this Agreement, the delegate shall assume responsibility for performance of that duty without affecting the Contractor's liability. The City may assign its rights

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
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and privileges under this Agreement by giving Contractor ninety days prior notice of the assignment.

4.5 **Parties Bound.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assignees when permitted by this Agreement.

4.6 **Notice.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party, or alternatively when deposited in the United States mail, first-class postage prepaid, address to City at *City Manager, City of Temple, Temple, Texas 76501*, or to Contractor at *Steve Jacobs, Central Texas Landfills Manager, Waste Management, 9708 Giles Lane, Austin, TX 78754* with a copy to Waste Management's Legal Counsel at, Waste Management, 9708 Giles Lane, Austin, TX, 78754.

4.7 **Governing Law/Venue.** This Agreement is made and performable in Bell County, Texas, and shall be interpreted in accordance with the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall lie in any court of competent jurisdiction in Bell County, Texas.

4.8 **Entire Agreement.** This Agreement contains all of the covenants, statements, representations and promises agreed to by the parties. This Agreement supersedes all previous agreements written or oral, between the parties. No agent of either party has authority to make, and the parties shall not be bound by, nor liable for, any

covenant, statement, representation or promise not set forth herein. The parties may amend this Agreement only by a written amendment executed by both parties.

4.9 **Partial Invalidity.** In the event one or more provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision has not been contained in it.

Executed on the ____ day of _____,
20102011.

WASTE MANAGEMENT OF TEXAS, INC.

By: _____

Attest:

Secretary (Corporate Seal)

CITY OF TEMPLE

2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

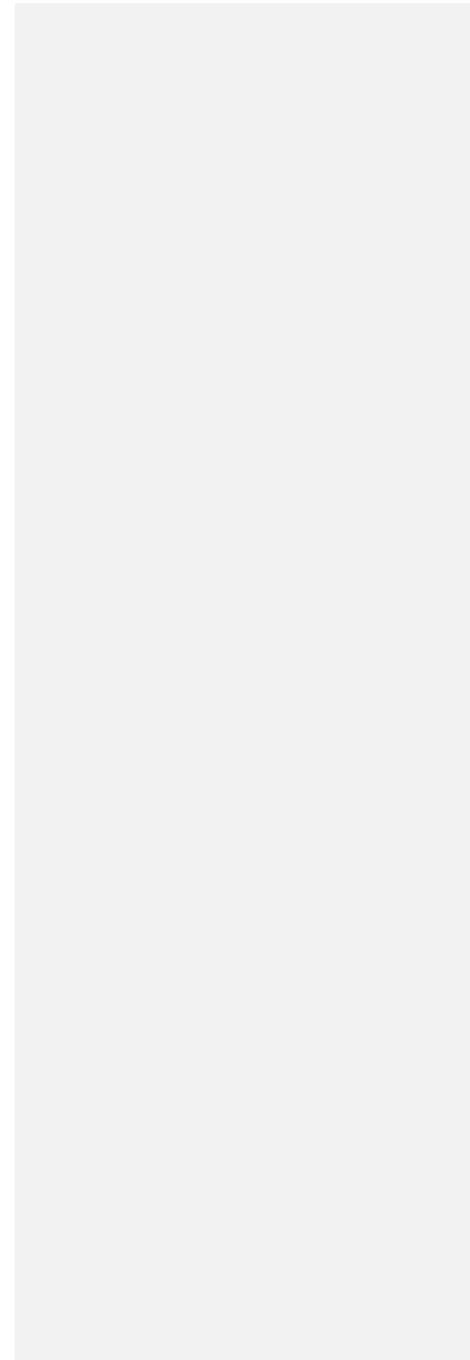
By: _____
David Blackburn
City Manager

Attest:

Clydette Entzminger
City Secretary

Approved as to form:

Jonathan Graham
City Attorney



2010-2011 Agreement between the City of Temple and Waste Management of Texas, Inc.
to Lease and Operate the City of Temple Landfill

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TEMPLE, TEXAS, AND WASTE MANAGEMENT OF TEXAS, INC., TO LEASE AND OPERATE THE CITY OF TEMPLE LANDFILL; AMENDING AND REPLACING THE EXISTING 2004 AGREEMENT BETWEEN THE CITY OF TEMPLE AND WASTE MANAGEMENT OF TEXAS, INC., FOR LEASE AND OPERATION OF THE LANDFILL; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in 1993, the City of Temple entered into an agreement with Waste Management of Texas, Inc., to lease and operate the City's landfill;

Whereas, the agreement was amended in 2004, and Waste Management was encouraged to develop the Landfill as a regional landfill – this has raised additional revenue for the City which has helped the City maintain a world class solid waste collection system at very attractive rates for the citizens and also provided funds for the future expansion of the Landfill;

Whereas, the Staff has been working with Waste Management of Texas, Inc., to enter into a new 30 year agreement – with the increase in solid waste being brought to the Landfill from area cities, there is a need to begin planning and implementing an expansion of the Landfill;

Whereas, the new agreement will contain major changes that will ensure the useful life of the Landfill that will meet the future needs of Temple and area residents; 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: The City Council authorizes the City Manager, or his designee, to execute a new agreement with Waste Management of Texas, Inc., after approval as to form by the City Attorney, to lease and operate the City of Temple Landfill.

Part 2: The new agreement between the City of Temple, Texas, and Waste Management of Texas, Inc., will amend and replace the existing 2004 agreement between the two parties.

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

PASSED AND APPROVED this the 3rd day of **March**, 2010.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(I)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Brian Mabry, Planning Director

ITEM DESCRIPTION: SECOND READING – A-FY-10-15: Consider adopting an ordinance closing 650 feet of the 11-foot wide alley in Block 9, South Park Addition, located on the east side of Scott & White Park, between West Avenue R and West Avenue P; and closing 575.9 feet of the 11-foot wide alley in Blocks 1 and 5, South Park Addition, between West Avenue P and the northwest corner of Lot 1, Block 1 of South Park Addition; and retaining 11-foot wide blanket utility easements for each.

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

ITEM SUMMARY: The City of Temple Parks and Leisure Services Department requests this closing to incorporate the alley into the Scott & White Park as green space.

Planning staff contacted all utility providers, including all divisions of the Public Works Department, regarding the proposed alley closure. Utility providers request the City retain a blanket utility easement for each alley closure portion with full ingress/egress rights to protect existing utilities in the alley.

AT&T was opposed to an initial abandonment request due to easement access concerns. The City of Temple Parks and Leisure Services Department intends to retain blanket utility easements for both alley closure portions, as well as keep the area open enough to allow utility access for all existing providers.

Planning staff mailed notifications to all property owners adjacent to the alley regarding this alley closure request. No property owners have responded yet to the alley abandonment request.

The Solid Waste Department uses the alley for collection, but proposes removing the 300-gallon containers from the alley and giving residents 90-gallon containers for street side collection.

FISCAL IMPACT: There are no plans to sell the alley.

ATTACHMENTS:

Exhibit
Proposed Easements and Field Notes
Application
Ordinance



Avenue M

Open From Here to Avenue M

19th Street

Ave. P

Alley Proposed for Closing

Scott & White Park

Alley Proposed for Closing

Avenue R

Surveyor's Sketch showing a 0.145 acre tract and a 0.164 acre tract, being part of SOUTH PARK, an addition to the City of Temple, Bell County, Texas, according to the plat of record in Volume 563, Page 151 of the Deed Records of Bell County, Texas.

▲ DENOTES CALCULATED POINT

() Record call



SCOTT & WHITE PARK
CITY OF TEMPLE

TAL-COE PLACE
VOL. 196, PG. 214

S 70°47'30" E 11.00'

1/2" IRON ROD FOUND
POINT OF BEGINNING

LOT 1

LOT 2

LOT 3

BLOCK 1
SOUTH PARK ADDITION
VOL. 563, PG. 151

AVENUE O

N 19°00'00" E 575.97'

S 19°00'00" W 575.93'

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

BLOCK 5 SOUTH PARK ADDITION VOL. 563, PG. 151

15TH STREET

0.145 ACRE

SHEET 1 OF 2

Date: 11-10-10
Scale: 1" = 60'
Job No. 100738
Dwg No. 100738
Drawn by JMB
Surveyor JMB #5335



Copyright 2010 All County Surveying, Inc.

The west line of Blocks 1, 5 and 9 of South Park Addition was used for directional control. Bearings shown are based upon an assumed direction (plat of record does not show bearings)

This sketch accompanies a metes and bounds description of the herein shown 0.145 acre tract and 0.164 acre tract. This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

N 71°00'00" W 11.00'

AVENUE P
PUBLIC MAINTAINED ROADWAY

S 19°00'00" N 60.00'

S 19°00'00" N 60.00'

3/4" IRON ROD FOUND

S 71°00'00" E 11.00'

LOT 1

LOT 2



ALL COUNTY SURVEYING, INC.

- Surveying
- Mapping
- Construction Layout

1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killen 254-634-4636
Fax 254-774-7608

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

November 15, 2010

Surveyor's Field Notes for the CITY OF TEMPLE, for:

0.145 Acre, being part of the **MAXIMO MORENO SURVEY, ABSTRACT NO. 14**, in the City of Temple, Bell County, Texas, and being a portion of **SOUTH PARK ADDITION**, a subdivision of record in Volume 563, Page 151 of the Deed Records of Bell County, Texas, and being all of the right-of-way of that certain **ALLEY** situated within **BLOCK 1** and **BLOCK 5** of said **SOUTH PARK ADDITION**, and including all of the right-of-way of that certain **ALLEY** situated at the west end of the right-of-way of **AVENUE O**, as shown on the plat of said **SOUTH PARK ADDITION**; said 0.145 acre tract was surveyed by All County Surveying, Inc., and is more particularly described by these metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of **LOT 1** of said **BLOCK 1**, same being the northeast corner of the right-of-way of said **ALLEY** situated within said **BLOCK 1**, also being the northeast corner of this tract, and being in the south line of **TAL-COE PLACE**, a subdivision of record in Volume 196, Page 214 of said Deed Records.

THENCE in a southerly direction, with the east right-of-way line of said **ALLEY**, same being the west line of said **BLOCK 1**, the west right-of-way line of said **AVENUE O** and the west line of said **BLOCK 5** (*record call 576 feet*), **SOUTH 19 deg 00 min 00 sec WEST, a distance of 575.93 feet** to a calculated point, being the southwest corner of **LOT 5** of said **BLOCK 5**, same being the southeast corner of the right-of-way of said **ALLEY** situated within said **BLOCK 5**, also being the southeast corner of this tract, and also being in the north right-of-way line of a public maintained roadway known as **AVENUE P**, from which a 3/4" iron rod found in the south right-of-way line of said **AVENUE P** for the northwest corner of **LOT 1, BLOCK 9** of said **SOUTH PARK ADDITION**, bears **SOUTH 19 deg 00 min 00 sec WEST, a distance of 60.00 feet**.

THENCE in a westerly direction, with the south right-of-way line of said **ALLEY**, same being the north right-of-way line of said **AVENUE P**, **NORTH 71 deg 00 min 00 sec WEST, a distance of 11.00 feet** to a calculated point in the west line of said **SOUTH PARK ADDITION**, same being the east line of **Scott & White Park**, a tract owned by said City of Temple, said point being the southwest corner of the right-of-way of said **ALLEY** situated within said **BLOCK 5**, same being the southwest corner of this tract.

THENCE in a northerly direction, with the west right-of-way line of said **ALLEY**, same being the west line of said **SOUTH PARK ADDITION**, also being the east line of said **Scott & White Park**, **NORTH 19 deg 00 min 00 sec EAST, a distance of 575.97 feet** to a calculated point, being the northwest corner of the right-of-way of said **ALLEY** situated within said **BLOCK 1**, same being the northwest corner of said **SOUTH PARK ADDITION**, also being the northwest corner of this tract, and also being in the south line of said **TAL-COE PLACE**.

THENCE in an easterly direction, with the north right-of-way line of said **ALLEY** situated within said **BLOCK 1**, same being the north line of said **SOUTH PARK ADDITION**, also being the south line of said **TAL-COE PLACE**, **SOUTH 70 deg 47 min 30 sec EAST, a distance of 11.00 feet** to the Point of Beginning, containing **0.145 Acre**.

The west line of **BLOCKS 1, 5 and 9** of said **SOUTH PARK ADDITION** was used for directional control. Bearings shown are based upon an assumed direction (plat of record does not show bearings). This description accompanies a Surveyor's Sketch of this 0.145 acre tract.

Surveyed November 10, 2010

ALL COUNTY SURVEYING, INC.

1 (800) 749 - PLAT

File: 100738T1.fns



Jeffrey M. Baylor
Registered Professional Land Surveyor
Registration No. 5335

Surveyor's Sketch showing a 0.145 acre tract and a 0.164 acre tract, being part of SOUTH PARK, an addition to the City of Temple, Bell County, Texas, according to the plat of record in Volume 563, Page 151 of the Deed Records of Bell County, Texas.



SCOTT & WHITE PARK
CITY OF TEMPLE

0.164 ACRE

SHEET 2 OF 2

Date: 11-10-10
 Scale: 1" = 20'
 Job No. 100738
 Dwg No. 100738
 Drawn by JMB
 Surveyor JMB #5335

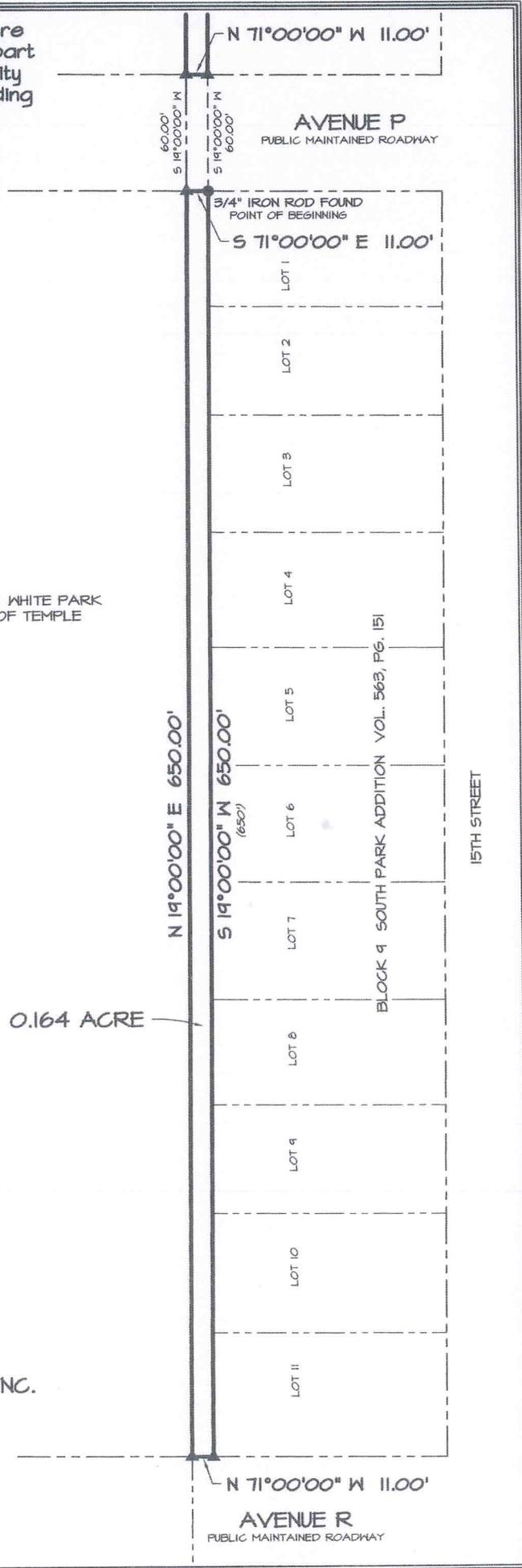
Copyright 2010 All County Surveying, Inc.



ALL COUNTY SURVEYING, INC.

- Surveying
- Mapping
- Construction Layout

1303 South 21st Street
 Temple, Texas 76504
 254-718-2272 Killen 254-634-4636
 Fax 254-774-7608



FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

November 15, 2010

Surveyor's Field Notes for the CITY OF TEMPLE, for:

0.164 Acre, being part of the **MAXIMO MORENO SURVEY, ABSTRACT NO. 14**, in the City of Temple, Bell County, Texas, and being a portion of **SOUTH PARK ADDITION**, a subdivision of record in Volume 563, Page 151 of the Deed Records of Bell County, Texas, and being all of the right-of-way of that certain **ALLEY** situated within **BLOCK 9** of said **SOUTH PARK ADDITION**, as shown on the plat of said **SOUTH PARK ADDITION**; said 0.164 acre tract was surveyed by All County Surveying, Inc., and is more particularly described by these metes and bounds as follows:

BEGINNING at a 3/4" iron rod found in the south right-of-way line of a public maintained roadway known as **AVENUE P**, said iron rod being the northwest corner of **LOT 1** of said **BLOCK 9**, same being the northeast corner of the right-of-way of said **ALLEY** situated within said **BLOCK 9**, also being the northeast corner of this tract, from which a 1/2" iron rod found for the northwest corner of **LOT 1, BLOCK 1** of said **SOUTH PARK ADDITION**, bears **NORTH 19 deg 00 min 00 sec EAST**, a distance of **575.93 feet**.

THENCE in a southerly direction, with the east right-of-way line of said **ALLEY**, same being the west line of said **BLOCK 9** (*record call 650 feet*), **SOUTH 19 deg 00 min 00 sec WEST**, a distance of **650.00 feet** to a calculated point, being the southwest corner of **LOT 11** of said **BLOCK 9**, same being the southeast corner of the right-of-way of said **ALLEY** situated within said **BLOCK 9**, also being the southeast corner of this tract, and also being in the north right-of-way line of a public maintained roadway known as **AVENUE R**.

THENCE in a westerly direction, with the south right-of-way line of said **ALLEY**, same being the north right-of-way line of said **AVENUE R**, **NORTH 71 deg 00 min 00 sec WEST**, a distance of **11.00 feet** to a calculated point in the west line of said **SOUTH PARK ADDITION**, same being the east line of **Scott & White Park**, a tract owned by said City of Temple, said point being the southwest corner of the right-of-way of said **ALLEY** situated within said **BLOCK 9**, same being the southwest corner of this tract.

THENCE in a northerly direction, with the west right-of-way line of said **ALLEY**, same being the west line of said **SOUTH PARK ADDITION**, also being the east line of said **Scott & White Park**, **NORTH 19 deg 00 min 00 sec EAST**, a distance of **650.00 feet** to a calculated point in the south right-of-way line of said **AVENUE P**, said point being the northwest corner of the right-of-way of said **ALLEY** situated within said **BLOCK 9**, same being the northwest corner of this tract.

THENCE in an easterly direction, with the north right-of-way line of said **ALLEY** situated within said **BLOCK 9**, same being the south right-of-way line of said **AVENUE P**, **SOUTH 71 deg 00 min 00 sec EAST**, a distance of **11.00 feet** to the Point of Beginning, containing **0.164 Acre**.

The west line of **BLOCKS 1, 5 and 9** of said **SOUTH PARK ADDITION** was used for directional control. Bearings shown are based upon an assumed direction (plat of record does not show bearings). This description accompanies a Surveyor's Sketch of this 0.164 acre tract.

Surveyed November 10, 2010

ALL COUNTY SURVEYING, INC.

1 (800) 749 - PLAT

File: 100738T2.fns



Jeffrey M. Baylor
Registered Professional Land Surveyor
Registration No. 5335

SEP 15 2010

City of Temple
Planning & Development

ABANDONMENT APPLICATION

Date: 9/14/10

Property Owner: City of Temple
Name Address Phone #

Applicant: Kim Mettebrink 298 5411
Name Address Phone #

Capacity of applicant: Officer Broker Prospective Buyer Other Park Planner

Email: Kmettebrink@ci.temple.tx.us Fax Number: 298 5565

Address of Property: _____ Lot: _____ Block: _____ Subdivision: _____

Outblock (if not platted): _____

Filing Fee: The abandonment application requires a filing fee of \$100 plus the broker's opinion of the value of the property to be abandoned (if applicable). The fee is not refundable, except that a refund of \$25 and the value of the property will be made if an application is withdrawn in writing and received by the Planning Department prior to the notification of utility providers.

Type of Abandonment: Alley Street Drainage or utility easement Other _____

Abandonment Description: Please explain why the abandonment is needed.
to retard parking in the alley & beautify Scott & White Parks

Use of Abandonment: Please provide the proposed use of abandoned property, if granted.
Park Land / Recreation & Open Space

Thoroughfare Plan Streets: Any abandonment of a street reflected on the City's Thoroughfare Plan may be presented to Planning and Zoning Commission and the City Council.

Note: There are two alley segments to be abandoned: (1) alley between South Park Subdivision & Scott & White Park from Ave P to Ave Q. (2) alley between South Park & the park (S+W) from Ave P to north point of park.

Certification: You as the property owner certify with your signature that all of the following statements are true:

- This application is complete and all of the information provided is accurate.
- The person signing below as applicant may act as my agent for the processing and presentation of this request. The designated agent shall be the principal contact person with the City in processing and responding to requirements or issues relevant to this request.



Applicant's Signature

Property Owner's Signature

For Office Use Only

___ Completed Application

Fee Received By: N/A

Case #: A-FY-10-15 Zoning Map Page: _____ Project Manager: Tommy Lyaly

Tentative City Council Date: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, CLOSING 650 FEET OF THE 11-FOOT WIDE ALLEY IN BLOCK 9, SOUTH PARK ADDITION, LOCATED ON THE EAST SIDE OF SCOTT & WHITE PARK, BETWEEN WEST AVENUE R AND WEST AVENUE P; AND CLOSING 575.9 FEET OF THE 11-FOOT WIDE ALLEY IIN BLOCKS 1 AND 5, SOUTH PARK ADDITION, BETWEEN WEST AVENUE P AND THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SOUTH PARK ADDITION; RETAINING 11-FOOT WIDE BLANKET UTILITY EASEMENTS FOR EACH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City’s Parks and Leisure Services Department requests closing two alleys located in South Park Addition near Scott & White Park to incorporate the alleys into public green space;

Whereas, the City will retain blanket utility easements for both alley closure portions, as well as keep the area open enough to allow utility access for all existing providers;

Whereas, the alleys are not necessary for the purpose of serving the general public or the owners of adjacent land for purposes of vehicular access; and

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

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

Part 1: The City Council closes 650 feet of the 11-foot wide alley in Block 9, South Park Addition, located on the east side of Scott & White Park, between West Avenue R and West Avenue P; and closes 575.9 feet of the 11-foot wide alley in Blocks 1 and 5, South park Addition, between south Avenue P and the northwest corner of Lot 1, Block 1 of South Park Addition, more fully described by metes and bounds contained in field notes and surveyor’s drawing, attached hereto and made a part hereof for all purposes as Exhibit A, but retains 11-foot wide blanket utility easements for each alley.

Part 2: If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Part 3: 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 4: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the **17th** day of **February**, 2011.

PASSED AND APPROVED on Second Reading the **3rd** day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

ATTEST:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of March, 2011, by WILLIAM A. JONES, III, Mayor of the City of Temple, Texas.

Notary Public, State of Texas



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #4(J)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2010-2011.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2010-2011 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$721,299.

ATTACHMENTS:

[Budget amendments
Resolution](#)

**CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2011 BUDGET**

March 3, 2011

			APPROPRIATIONS	
ACCOUNT #	PROJECT #	DESCRIPTION	Debit	Credit
110-2800-532-2516		Judgments & Damages (Traffic Signals)	\$ 3,870	
110-0000-461-0554		Insurance Claims		\$ 3,870
<p>This budget adjustment recognizes the revenue from an insurance claim for a traffic accident that resulted in damage to a traffic signal pole at Main and Central.</p>				
110-3291-551-2120		Education/Recreation (Recreation - Athletics/Youth)	\$ 2,562	
110-0000-445-0496		Basketball Entry Fees		\$ 2,562
<p>Additional funds are needed in Education/Recreation for the purchase of youth basketball jerseys and equipment. Participant registrations were up by 67. Additional revenue was raised in basketball because the registration exceeded revenue expectations by \$2,562.</p>				
110-3700-524-2516		Judgments & Damages (Construction Safety)	\$ 190	
110-1500-515-6531		Contingency - Judgments & Damages		\$ 190
<p>Attorney fees for lawsuit filed against the City -- Centex Investments, Inc. v. City of Temple</p>				
110-4000-555-2721		Cost of Goods Sold - Food Products (Library)	\$ 500	
110-0000-461-0843		Library Reimbursements		\$ 500
<p>Increasing revenue account and cost of goods sold account to cover coffee pods and coffee pot rental costs.</p>				
240-7000-551-2211		Instruments/Special Equipment (Railroad Museum)	\$ 4,677	
240-0000-358-1110		Unreserved Fund Balance - Hotel/Motel Tax Fund		\$ 4,677
<p>To appropriate Hotel/Motel Unreserved Fund Balance to fund replacement of the security system at the Santa Fe Depot. The Railroad and Heritage Museum is financially responsible for the monthly service charges associated with the security monitoring.</p>				
260-3600-560-6524	100716	FAA Runway Rehabilitation (Airport Grant)	\$ 645,000	
260-0000-490-2588		Transfer In - Airport Grant Match		\$ 64,500
260-0000-431-0163		Federal Grants		\$ 580,500
110-9100-591-8160		Transfer Out - General Fund	\$ 64,500	
110-0000-352-1345		Designated Capital Projects - Airport Runway Rehabilitation		\$ 64,500
<p>To appropriate grant funds and the City's 10% match for the engineering portion of the Rehabilitation and Overlay of Runway 02/20, Taxiways A, B, C, D and E, and the Aircraft Parking Apron, upgrade of Taxiways A & D lighting and related Airport Improvements, and runway construction. Total engineering cost is estimated to be \$645,000.</p>				
TOTAL AMENDMENTS			\$ 721,299	\$ 721,299

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2011 BUDGET
March 3, 2011

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
GENERAL FUND				
		Beginning Contingency Balance	\$	-
		Added to Contingency Sweep Account	\$	-
		Carry forward from Prior Year	\$	-
		Taken From Contingency	\$	-
		Net Balance of Contingency Account	\$	-
		Beginning Judgments & Damages Contingency	\$	80,000
		Added to Contingency Judgments & Damages from Council Contingency	\$	-
		Taken From Judgments & Damages	\$	(39,001)
		Net Balance of Judgments & Damages Contingency Account	\$	40,999
		Beginning Fuel Contingency	\$	55,841
		Added to Fuel Contingency	\$	-
		Taken From Fuel Contingency	\$	-
		Net Balance of Fuel Contingency Account	\$	55,841
		Beginning Self Insurance Start Up Cost Contingency	\$	628,756
		Added to Self Insurance Start Up Cost Contingency	\$	-
		Taken From Self Insurance Start Up Cost Contingency	\$	(628,756)
		Net Balance of Self Insurance Start Up Cost Contingency Account	\$	-
		Net Balance Council Contingency	\$	96,840
		Beginning Balance Budget Sweep Contingency	\$	-
		Added to Budget Sweep Contingency	\$	-
		Taken From Budget Sweep	\$	-
		Net Balance of Budget Sweep Contingency Account	\$	-
WATER & SEWER FUND				
		Beginning Contingency Balance	\$	50,000
		Added to Contingency Sweep Account	\$	-
		Taken From Contingency	\$	(23,790)
		Net Balance of Contingency Account	\$	26,210
		Beginning Self Insurance Start Up Cost Contingency	\$	100,365
		Added to Self Insurance Start Up Cost Contingency	\$	-
		Taken From Self Insurance Start Up Cost Contingency	\$	(100,365)
		Net Balance of Self Insurance Start Up Cost Contingency Account	\$	-
		Net Balance Water & Sewer Fund Contingency	\$	26,210
HOTEL/MOTEL TAX FUND				
		Beginning Self Insurance Start Up Cost Contingency	\$	10,968
		Added to Self Insurance Start Up Cost Contingency	\$	-
		Taken From Self Insurance Start Up Cost Contingency	\$	(10,968)
		Net Balance of Self Insurance Start Up Cost Contingency Account	\$	-
DRAINAGE FUND				
		Beginning Self Insurance Start Up Cost Contingency	\$	9,911
		Added to Self Insurance Start Up Cost Contingency	\$	-
		Taken From Self Insurance Start Up Cost Contingency	\$	(9,911)
		Net Balance of Self Insurance Start Up Cost Contingency Account	\$	-
FED/STATE GRANT FUND				
		Beginning Contingency Balance	\$	2,284
		Carry forward from Prior Year	\$	25,229
		Added to Contingency Sweep Account	\$	-
		Taken From Contingency	\$	(25,478)
		Net Balance of Contingency Account	\$	2,035

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2010-2011 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 2nd day of September, 2010, the City Council approved a budget for the 2010-2011 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2010-2011 City Budget.

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

Part 1: The City Council approves amending the 2010-2011 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 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 3rd day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #5
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING – Consider adopting an ordinance authorizing amendments to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to reallocate funding from Line 456, Avenue R (31st Street to 15th Street), to Line 457, Avenue U from Scott and White Boulevard to 1st Street and the 13th to 17th connector from Avenue R to Loop 363 in the amount of \$350,000 in FY 2011 and \$600,000 in FY 2012.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description, on first reading and schedule second reading and final adoption for March 17, 2011.

The Reinvestment Zone No. 1 Board approved the amendments at its February 23, 2011 meeting.

ITEM SUMMARY: The currently adopted Financing and Project Plans provides partial funding for improvements to Avenue R from 31st Street to 15th Street of \$400,000 for design in FY 2011 and \$1,000,000 for construction in FY 2012. Since the adoption of the Master Plan and the Financing and Project Plans, a change in project scope has been approved by the Zone Project Committee. The project will be split between Avenue R Intersection Improvements at Scott & White Boulevard and 19th Street and Avenue U Street Improvements from Scott and White Boulevard to 1st Street and the 13th to 17th connector from Avenue R to Loop 363.

An amendment to the Financing and Project Plans to reallocate funding from Line 456, Avenue R (31st Street to 15th Street), to Line 457, Avenue U from Scott and White Boulevard to 1st Street and the 13th to 17th connector from Avenue R to Loop 363 is presented for approval. The amendment is summarized in the table below:

	FY 2011	FY 2012
Current Project Plan:		
Line 456- Avenue R (31 st St to 15 th St)	\$400,000	\$1,000,000
Proposed Amendment to Project Plan:		
Line 456- Ave R/S&W Blvd, Ave R/19 th Intersections	\$50,000	\$400,000
Line 457- Ave U (S&W Blvd – 1 st St), 13 th to 17 th	\$350,000	\$600,000

The funding in FY 2012 for Line 457 will only partially fund construction of the project for Avenue U Street Improvements from Scott and White Boulevard to 1st Street and the 13th to 17th connector from Avenue R to Loop 363. Other funding sources will be identified to complete the project.

FISCAL IMPACT: The proposed amendment reallocates funding within the FY 2011 and FY 2012 Project Plan on Lines 456 and 457 as described above. There is no change within the Financing Plan and no change to the proposed funding levels in total due to this amendment. Total amount funded for these two projects in FY 2011 remains \$400,000 and in FY 2012 remains \$1,000,000.

ATTACHMENTS:

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

FINANCING PLAN

DESCRIPTION	Y/E 9/30/11 Year 29	Y/E 9/30/12 Year 30	Y/E 9/30/13 Year 31	Y/E 9/30/14 Year 32	Y/E 9/30/15 Year 33	Y/E 9/30/16 Year 34	Y/E 9/30/17 Year 35	Y/E 9/30/18 Year 36	Y/E 9/30/19 Year 37	Y/E 9/30/20 Year 38	Y/E 9/30/21 Year 39	Y/E 9/30/22 Year 40
1 "Taxable Increment"	\$ 132,020,000	\$ 132,020,000	\$ 139,995,945	\$ 143,080,007	\$ 145,017,763	\$ 202,529,247	\$ 220,811,496	\$ 224,519,611	\$ 228,264,807	\$ 231,297,455	\$ 234,360,430	\$ 236,704,034
1 FUND BALANCE, Begin	\$ 6,901,796	\$ 2,632,152	\$ 694,162	\$ 628,743	\$ 1,725,059	\$ 1,063,666	\$ 568,103	\$ 539,052	\$ 587,232	\$ 684,529	\$ 733,083	\$ 817,104
2 Adjustments to Debt Service Reserve	(1,300,000)	462,707	1,761,865	1,765,643	-	-	-	-	-	-	-	-
3 Fund Balance Available for Appropriation	\$ 5,601,796	\$ 3,094,859	\$ 2,456,027	\$ 2,394,386	\$ 1,725,059	\$ 1,063,666	\$ 568,103	\$ 539,052	\$ 587,232	\$ 684,529	\$ 733,083	\$ 817,104
SOURCES OF FUNDS:												
4 Tax Revenues	3,742,462	4,135,611	4,337,625	4,400,312	4,449,698	6,049,648	6,531,300	6,602,434	6,674,282	6,737,970	6,802,296	6,858,393
6 Allowance for Uncollected Taxes	(114,517)	(115,655)	(116,801)	(117,961)	(119,132)	(120,314)	(121,509)	(122,715)	(123,934)	(125,165)	(126,408)	(127,663)
8 Interest Income-Other	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	40,000	40,000	30,000	10,000
10 Grant Funds	-	-	-	-	-	-	-	-	-	-	-	-
12 License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14 Other Revenues	-	-	-	-	-	-	-	-	-	-	-	-
16 P.I.L.O.T.	1,300,000	1,300,000	-	-	-	-	-	-	-	-	-	-
20 Total Sources of Funds	\$ 5,013,945	\$ 5,405,956	\$ 4,306,824	\$ 4,368,351	\$ 4,416,566	\$ 6,015,334	\$ 6,495,791	\$ 6,565,719	\$ 6,626,348	\$ 6,688,805	\$ 6,741,888	\$ 6,776,730
25 TOTAL AVAILABLE FOR APPROPRIATION	\$ 10,615,741	\$ 8,500,815	\$ 6,762,851	\$ 6,762,737	\$ 6,141,625	\$ 7,079,000	\$ 7,063,894	\$ 7,104,771	\$ 7,213,580	\$ 7,373,334	\$ 7,474,971	\$ 7,593,834
USE OF FUNDS:												
DEBT SERVICE												
26 2003 Bond Issue (\$11.740)	868,420	867,035	869,055	869,855	868,930	866,530	867,440	866,753	869,240	869,640	868,070	870,070
27 2008 Bond Issue (\$16.010 mil)	201,960	201,960	201,960	201,960	201,960	201,960	201,960	201,960	201,960	1,786,960	1,787,292	1,784,972
28 2009 Bond Refunding	370,669	1,473,669	1,474,569	1,479,969	1,499,769	1,508,775	1,510,150	1,488,750	1,485,000	-	-	-
29 2008 Bond Issue-Taxable (\$10.365 mil)	536,935	1,241,935	1,239,641	1,240,495	1,239,233	1,240,854	1,240,096	1,241,957	1,241,173	1,237,744	1,241,670	1,242,422
30 Issuance Costs	-	-	-	-	-	-	-	-	-	-	-	-
31 Refunding Bonds Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
32 Payment to Refunding Bond Agent	-	-	-	-	-	-	-	-	-	-	-	-
33 Paying Agent Services	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
40 Subtotal-Debt Service	1,979,184	3,785,799	3,786,425	3,793,479	3,811,092	3,819,319	3,820,846	3,800,620	3,798,573	3,895,544	3,898,232	3,898,664
OPERATING EXPENDITURES												
50 Prof Svcs/Proj Mgmt	261,865	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	1,200	1,200	1,200	1,200	1,200	1,200	1,300	1,300	1,300	1,300	1,300	1,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
54 Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
56 Rail Maintenance	177,446	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	108,574	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60 Contractual Payments [TEDC - Marketing]	150,000	165,000	181,500	199,650	219,615	241,577	253,655	266,338	279,655	293,638	308,320	323,736
62 TISD-Joint Use facilities	174,779	22,873	23,102	23,333	23,567	23,802	24,040	24,281	24,523	24,769	25,016	25,267
65 Subtotal-Operating Expenditures	1,048,864	739,073	755,802	774,183	794,382	816,579	828,995	841,919	855,478	869,707	884,636	900,403
70 TOTAL DEBT & OPERATING EXPENDITURES	\$ 3,028,048	\$ 4,524,872	\$ 4,542,227	\$ 4,567,662	\$ 4,605,474	\$ 4,635,898	\$ 4,649,841	\$ 4,642,539	\$ 4,654,051	\$ 4,765,251	\$ 4,782,868	\$ 4,799,067
80 Funds Available for Projects	\$ 7,587,693	\$ 3,975,943	\$ 2,220,624	\$ 2,195,075	\$ 1,536,151	\$ 2,443,103	\$ 2,414,052	\$ 2,462,232	\$ 2,559,529	\$ 2,608,083	\$ 2,692,104	\$ 2,794,767
PROJECTS												
150 North Zone/Rail Park	264,800	250,000	250,000	250,000	250,000	-	-	-	-	-	-	-
200 Airport Park	-	125,000	625,000	-	-	-	-	-	-	-	-	-
250 Bio-Science Park	284,449	-	-	-	-	-	-	-	-	-	-	-
300 Outer Loop [from Wendland Rd to IH-35 North]	-	1,200,000	-	-	-	-	-	-	-	-	-	-
350 Northwest Loop 363 Improvements (TxDOT commitment)	930,000	-	-	-	-	-	-	-	-	-	-	-
400 Synergy Park	126,200	-	-	-	-	-	-	-	-	-	-	-
450 Downtown	570,092	206,781	216,881	220,016	222,485	-	-	-	-	-	-	-
500 TMED	2,780,000	1,500,000	500,000	-	-	-	-	-	-	-	-	-
501 Major Gateway Entrances	-	-	-	-	-	-	-	-	-	-	-	-
600 Bond Contingency	-	-	-	-	-	-	-	-	-	-	-	-
610 Public Improvements	-	-	-	-	-	1,875,000	1,875,000	1,875,000	1,875,000	1,875,000	1,875,000	2,746,995
Subtotal-Projects	4,955,541	3,281,781	1,591,881	470,016	472,485	1,875,000	1,875,000	1,875,000	1,875,000	1,875,000	1,875,000	2,746,995
TOTAL USE OF FUNDS	\$ 7,983,589	\$ 7,806,653	\$ 6,134,108	\$ 5,037,678	\$ 5,077,959	\$ 6,510,898	\$ 6,524,841	\$ 6,517,539	\$ 6,529,051	\$ 6,640,251	\$ 6,657,868	\$ 7,546,062
700 FUND BALANCE, End	\$ 2,632,152	\$ 694,162	\$ 628,743	\$ 1,725,059	\$ 1,063,666	\$ 568,103	\$ 539,052	\$ 587,232	\$ 684,529	\$ 733,083	\$ 817,104	\$ 47,772

SUMMARY FINANCING PLAN					
	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
1 Beginning Available Fund Balance, Oct 1	\$ 6,901,796	\$ 2,632,152	\$ 694,162	\$ 628,743	\$ 1,725,059
20 Total Sources of Funds	5,013,945	5,405,956	4,306,824	4,368,351	4,416,566
2 Adjustments to Debt Service Reserve	(1,300,000)	462,707	1,761,865	1,765,643	-
25 Net Available for Appropriation	10,615,741	8,500,815	6,762,851	6,762,737	6,141,625
50/52 General Administrative Expenditures	263,065	176,200	176,200	176,200	176,200
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000
54 Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000	25,000
56 Rail Maintenance	177,446	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	108,574	100,000	100,000	100,000	100,000
60 Contractual Payments (TEDC - Marketing)	150,000	165,000	181,500	199,650	219,615
62 TISD - Joint Use Facilities [look at contracts and calculation]	174,779	22,873	23,102	23,333	23,567
26 Debt Service - 2003 Issue (\$11.740 mil)	869,620	868,235	870,255	871,055	870,130
27 Debt Service - 2008 Issue (\$16.010 mil)	201,960	201,960	201,960	201,960	201,960
28 Debt Service - 2009 Issue (Refunding)	370,669	1,473,669	1,474,569	1,479,969	1,499,769
29 Debt Service - 2008 Taxable Issue (\$10.365 mil)	536,935	1,241,935	1,239,641	1,240,495	1,239,233
30 Issuance Costs	-	-	-	-	-
31 Refunding Bond Proceeds	-	-	-	-	-
32 Payment to Refunding Bond Agent	-	-	-	-	-
70 Total Debt & Operating Expenditures	3,028,048	4,524,872	4,542,227	4,567,662	4,605,474
80 Funds Available for Projects	\$ 7,587,693	\$ 3,975,943	\$ 2,220,624	\$ 2,195,075	\$ 1,536,151

PROJECT PLAN					
	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
<u>NORTH ZONE/RAIL PARK (including Enterprise Park):</u>					
100 Railroad Spur Improvements	14,800	-	-	-	-
102 Elm Creek Detention Pond	-	-	-	-	-
103 ROW Acquisition - Public Improvements	-	-	-	-	-
104 Extension of Rail Service	-	-	-	-	-
105 BN Trans-Load NE Site Phase I - [\$850K total project cost]	-	-	-	-	-
106 Wendland Road Improvements	-	-	-	-	-
107 Wendland Property Roadway Phase I - [\$1.87M total project cost]	-	-	-	-	-
110 Public Improvements in North Zone	250,000	250,000	250,000	250,000	250,000
150 Total North Zone/Rail Park (including Enterprise Park)	264,800	250,000	250,000	250,000	250,000
<u>AIRPORT PARK:</u>					
151 Airport Park Infrastructure Construction	-	-	-	-	-
155 Pepper Creek Trail Extension Phase I - [\$750K total project cost]	-	125,000	625,000	-	-
200 Total Airport Park	-	125,000	625,000	-	-
<u>BIO-SCIENCE PARK:</u>					
201 Greenbelt Development along Pepper Creek	34,449	-	-	-	-
202 Outer Loop Phase II (from Hwy 36 to FM 2305)	-	-	-	-	-
203 Bio-Science Park Phase 1	-	-	-	-	-
204 Pepper Creek Trail Connection to S&W (City of Temple portion)	250,000	-	-	-	-
250 Total Bio-Science Park	284,449	-	-	-	-
300 Outer Loop (from Wendland Rd to IH-35 North) - [\$15.5M total project cost]	-	1,200,000	-	-	-
350 Northwest Loop 363 Improvements (TxDOT commitment)	930,000	-	-	-	-
<u>SYNERGY PARK:</u>					
351 Lorraine Drive (Southeast Industrial Park) - [\$1.5M total project cost]	126,200	-	-	-	-
400 Total Synergy Park	126,200	-	-	-	-
<u>DOWNTOWN:</u>					
401 Downtown Improvements [look at 1999 Ordinance]	440,092	206,781	216,881	220,016	222,485
402 Rail Safety Zone Study	25,000	-	-	-	-
403 Lot Identification & Signage	80,000	-	-	-	-
404 Santa Fe Plaza Study	25,000	-	-	-	-
405 Santa Fe Plaza Parking Lot - [\$1.3M total project cost]	-	-	-	-	-
450 Total Downtown	570,092	206,781	216,881	220,016	222,485
<u>TMED:</u>					
451 TMED - 1st Street @ Temple College - [\$2.9M total project cost]	500,000	-	-	-	-
452 Master Plan Integration 2010	50,000	-	-	-	-
453 Monumentation Identification Conceptual Design	30,000	-	-	-	-
454 TMED - 1st Street @ Loop 363 Design/Construction - [\$2M total project cost]	300,000	500,000	500,000	-	-
455 TMED - Friars Creek Trail 5th Street to S&W Blvd. - [\$1.9M total project cost - DOE Grant of \$400K]	1,500,000	-	-	-	-
456 Avenue R - S&W Blvd, Ave R - 19th Intersections	50,000	400,000	-	-	-
457 Ave U from S&W Blvd to 1st St & the 13th to 17th connector from Ave R to Loop 363	350,000	600,000	-	-	-
500 Total TMED	2,780,000	1,500,000	500,000	-	-
<u>OTHER PROJECTS:</u>					
501 Gateway Entrance Projects	-	-	-	-	-
550 Total Other Projects	-	-	-	-	-
600 Undesignated Funding - Bonds	-	-	-	-	-
610 Undesignated Funding - Public Improvements	-	-	-	-	-
Total Planned Project Expenditures	4,955,541	3,281,781	1,591,881	470,016	472,485
700 Available Fund Balance at Year End	\$ 2,632,152	\$ 694,162	\$ 628,743	\$ 1,725,059	\$ 1,063,666

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AMENDMENTS TO THE TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1 FINANCING AND PROJECT PLANS TO REALLOCATE FUNDING FROM LINE 456, AVENUE R (31ST STREET TO 15TH STREET), TO LINE 457, AVENUE U FROM SCOTT AND WHITE BOULEVARD TO 1ST STREET AND THE 13TH TO 17TH CONNECTOR FROM AVENUE R TO LOOP 363, IN THE AMOUNT OF \$350,000 IN FY 2011 AND \$600,000 IN FY 2012; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; DECLARING FINDINGS OF FACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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 18th day of May, 2006; Ordinance No. 2006-4118; Ordinance No. 2007-4141 on the 19th day of April, 2007; Ordinance No. 2007-4155 on July 19, 2007; Ordinance No. 2007-4172 on the 20th day of

September, 2007; Ordinance No. 2007-4173 on October 25, 2007; Ordinance No. 2008-4201 on the 21st day of February, 2008; and Ordinance No. 2008-4217 the 15th day of May, 2008; Ordinance No. 2008-4242 the 21st day of August, 2009; Ordinance No. 2009-4290 on the 16th day of April, 2009; Ordinance No. 2009-4294 on the 21st day of May, 2009; Ordinance No. 2009-4316 on the 17th day of September, 2009; Ordinance No. 2009-4320 on the 15th day of October, 2009; Ordinance No. 2010-4338 on the 18th day of February, 2010; Ordinance No. 2010-4371 on the 19th day of August, 2010; and Ordinance No. 2010-4405 on November 4, 2010;

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 it is necessary and convenient to the implementation of the Reinvestment Zone Financing and Project Plans, including the additional amendment, to establish and provide for an economic development program within the meaning of Article III, Section 52-a of the Texas Constitution ("Article III, Section 52-a"), Section 311.010(h) of the Texas Tax Code and Chapter 380 of the Texas Local Government Code to develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone and develop or expand transportation, business and commercial activity in the Zone including programs to make grants and loans of Zone assets or from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone as further determined by the City;

Whereas, the Council further finds that the acquisition of the land and real property assembly costs as described in the additional amendment to the Reinvestment Zone Financing and Project Plans are necessary and convenient to the implementation of the Reinvestment Zone Financing and Project Plans and will help develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone and develop or expand transportation, business and commercial activity in the Zone by providing land for development of future business and commercial activity, attracting additional jobs within the City and attracting additional sales and other taxes within the City; and

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

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

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

Part 2: Reinvestment Zone Financing and Project Plans. The amendment to the Tax Increment Financing Reinvestment Zone No. One Financing and Project Plans, heretofore adopted by the Board of Directors of the Zone and referred to in the preamble of this ordinance, are hereby approved and adopted, as set forth in the Amendments to Reinvestment Zone Number One, City of Temple, Texas, attached hereto as Exhibits A and B. This expenditure requires an amendment to the 2010-2011 budget, a copy of which are attached as Exhibit C.

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: Copies to Taxing Units. The City Secretary shall provide a copy of the amendment to the Reinvestment Zone Financing and Project Plans to each taxing unit that taxes real property located in the Zone.

Part 5: Economic Development Program. The Council hereby establishes an economic development program for the Zone in accordance with Article III, Section 52-a of the Texas Constitution, Section 311.010(h) of the Texas Tax Code and Chapter 380 of the Texas Local Government Code to develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone and develop or expand transportation, business and commercial activity in the Zone including a program to make grants and loans of Zone assets or from the tax increment fund of the Zone in accordance with the provisions of Article III, Section 52-a, Chapter 311 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code as directed and authorized by the Council. The Council hereby further directs and authorizes the Board of Directors of the Zone to utilize tax increment reinvestment zone bond proceeds to acquire the land and pay other real property assembly costs as set forth in the additional amendment attached hereto to help develop and diversify the economy of the Zone and develop or expand business and commercial activity in the Zone in accordance with Article III, Section 52-a, Chapter 311 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code.

Part 6: 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 7: 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 8: Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act.

PASSED AND APPROVED on First Reading and Public Hearing on the 3rd day of **March**, 2011.

PASSED AND APPROVED on Second Reading on the 17th day of **March**, 2011.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Clydette Entzminger
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

03/03/11
Item #6
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Clydette Entzminger, City Secretary

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

- (A) Building Board of Appeals – one member to fill an unexpired term through March 1, 2012
- (B) Library Board – one member to fill an unexpired term through September 1, 2011
- (C) Temple Public Safety Advisory Board – one member to fill an unexpired term through September 1, 2013
- (D) Zoning Board of Adjustment – one alternate member to fill an expired term through March 1, 2013

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: (A) Appointment of one member is requested to fill the term of Keith Deaver, who passed away in late 2010. This position must be filled by a representative from a mechanical or air conditioning trade.

(B) Appointment of one member is requested to fill the term of Ronald Heuss who resigned effective January 18. The member must be a Temple resident.

(C) Appointment of one member is requested to fill the term of Corey Richardson who resigned effective February 9th. The member must be a Temple resident.

(D) Appointment of one alternate member is requested to fill a vacant position.

Board applications for persons desiring to serve on these boards are attached for Council review.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Board Application Summary](#)
[Board Summary Forms](#)
[Board Applications](#)

**APPLICATION SUMMARY****MARCH 3, 2011
BOARD APPOINTMENTS****BUILDING BOARD OF APPEALS – 4 YEAR TERMS: Meets on called basis**

1 Unexpired Term through March 1, 2012: Keith Deaver (deceased); must be filled with representative from a mechanical or air conditioning trade.

Board Forms on File: Michael Vansa (HVAC contractor)

LIBRARY BOARD – 3 YEAR TERMS: Meets third Tuesday of each quarter at noon

3 Unexpired Term through September 1, 2011: Ronal Heuss- resigned effective 1-18-1; must be Temple resident

Board Forms on File: Donald Gold, Margaret Goodwin (on Public Safety Advisory Board), Jean Kubala, Patrick Marcon, Barbara Moyles, Iris Witt (on Community Services Advisory Board)

TEMPLE PUBLIC SAFETY ADVISORY BOARD – 3 YEAR TERMS: Meets 2nd Tuesday of month at 6:00 pm

1 Unexpired Term through September 1, 2013: Corey Richardson – resigned effective 2-09-11; must be Temple resident

Board Forms on File: Richard Morgan

ZONING BOARD OF ADJUSTMENT – 2 YEAR TERMS: Meets on Called Basis

1 Expired Term through March 1, 2013 – alternate member

Board Forms on File:

BUILDING BOARD OF APPEALS

TERM EXPIRATION: MARCH - 4 YEAR TERMS

APPOINTED BY: MAYOR/COUNCIL

MEMBER	DATE APPOINTED	EXPIRATION YEAR	ADDRESS	PHONE NUMBER
Alan Horn (general contractor) ahorn@mmccorps.com OMA	03/10	2014	3502 Preston Oaks Dr. Temple, TX 76504	778-4241 W 493-0676 C
Will Sears (contractor/developer) willsears@hotmail.com	03/10	2014	3401 Mesquite Drive Temple, TX 76502	931-2485 W/C
Starky K. Winnett (at-large) OMA	03/10	2014	2009 South 53 rd St. Temple, TX 76504	760-2699 W/C
Michael W. Marrs (architect) OMA	03/04	2012	3315 Red Cliff Circle Temple, TX 76502	778-0877 W 791-2027 H
Kristy Andrews (engineer) Kristine.Andrews@cse-texas.com	11/02	2012	Comprehensive Engineering 319 S. 1 st Street Temple, TX 76504	742-2050 W ext. 101 742-2055 F
Keith Deaver Temple Heat & Air (air conditioning) OMA- deceased	03/04	2012	P O Box 1725 Temple, Texas 76503	771-1012 W
Phillip Snyder (builder/at large) OMA psnyderconst@aol.com	02/08	2012	P O Box 3067 Temple, TX 76505	773-5546 W 541-5536 C
Ralph Hernandez (master plumber) OMA	02/05	2013	210 N. 21 st Street Temple, TX 76504	778-1413 W 534-5135 C
Ben Mauldin (master plumber) benmauldin@aol.com	06/06	2013	402 E. Loop 121 Belton, TX 76513	721-8330 C 939-5886 F

Created September 4, 1980 by Ordinance #1295; amended 5/03/90 by Ordinance #2041, amended 8/20/98 by Ordinance #98-2569.

Purpose: The board shall submit recommendations to the Council for improvements and revisions to the Standard Building Code, Mechanical Code, One and Two Family Dwelling Code, Plumbing Code, Gas Code and Fire Prevention Code as it deems necessary and proper in the light of the development of new materials, methods or techniques.

Membership: 9 members to include the following:
 2 architects or engineers
 2 master plumbers
 2 from building industry, including general contractor, engineer or other
 1 from mechanical or air conditioning trade
 2 at large

Term: 4 years

Meeting Time/Place: Called basis; within 10 days after notice of appeal has been filed.
Meetings conducted in Council Chambers, Municipal Building.

City Staff: Director of Planning & Development

REVISED 03/04/10

LIBRARY BOARD

TERM EXPIRATION: SEPTEMBER - 3 YEAR TERMS

APPOINTED BY: MAYOR/COUNCIL

MEMBER	DATE APPOINTED	EXPIRATION YEAR	ADDRESS	PHONE NUMBER
Susan Corman Finecuisine810@aol.com	02/09	2012	810 South 17 th Street Temple, TX 76504	778-3717 H 718-1056 C
Denise Karimkhani dkarimkhani@earthlink.net dkarimkhani@umhb.edu	09/06	2012	808 Woodhollow Dr. Temple, TX 76502	295-4636 W 780-9712 H
Sammy Ragsdale sammyragsdale@att.net	08/09	2012	5821 Fair Hill Dr. Temple, TX 76502	743-6601 W 771-3643 H 228-3734 C
Temekia Brown brownnchrist@aol.com	09/10	2013	8228 Starview Temple, TX 76502	778-8036 W 780-2822 H 217-5476 C
Margarita Stefano-Rios Rjose2513@aol.com	08/09	2013	2419 East Adams Ave Temple, TX 76501	742-7703 H 493-9085 C
Sammie Marshall	12/06	2013	516 W. Nugent Temple, TX 76501	778-7552 H
Ronald Heuss rheuss@hott.rr.com resigned 01-18-11	09/08	2011	3922 Loop Drive Temple, TX 76502	933-5111 W 598-0253 H 721-5066 C
Dean Mohlstrom dmohlstrom@hot.rr.com	09/05	2011	518 W. Zenith Avenue Temple, TX 76501	791-3046 H
Don Nelson nodnoslen@yahoo.com	09/05	2011	3105 Hemlock Blvd. Temple, TX 76502	778-1803 H

Created by City Charter, Section 3.25.

Purpose: The Trustees shall advise the Council on the operation and maintenance of the Library.

Membership: Odd number of members - currently 9
Each to be a resident citizen of the City

Term: To be set by Council - currently 3 year terms

Meeting Time/Place: Third Tuesday of each quarter at noon in the Board Room at the Temple Public Library

TEMPLE PUBLIC SAFETY ADVISORY BOARD

TERM EXPIRATION: SEPTEMBER - 3 YEAR TERMS

APPOINTED BY: MAYOR/COUNCIL

MEMBER	DATE APPOINTED	EXPIRATION YEAR	ADDRESS	PHONE NUMBER
Bill E. Moore	06/05	2012	2005 East Avenue K, 76501	773-3589 H
John Mayo	04/10	2012	6918 Valley Mist, 76502 John.Mayo@hotmail.com	773-9966 W 541-6816 C
Twila Coley	09/10	2013	714 South 13 th Street, 76504 Tcoley3@att.net	931-7669 W/C
John Bush	09/09	2013	1302 North 13 th , 76501 Jbush83498@sbcglobal.net	774-8899 W 773-1416 H 760-9313 C
Donald W. Nelson	09/09	2012	3105 Hemlock Blvd., 76502 Dnelson8@hot.rr.com	778-1803 H/F
Sylvia Chesser	09/10	2013	802 Westpoint Dr., 76504 Kd5usi@aol.com	771-1171 H
Dee Blackwell	09/10	2013	8520 Oak Crossing, 76502 dahblackwell@hotmail.com	228-5609 H 541-8873 C
Corey Richardson, Chair Resigned 02-09-11	09/07	2013	100 Ottoway Drive, 76501 cdrich@excite.com	760-8330 W
Temikia Brown	09/09	2012	8228 Starview, 76502 brownchrist@aol.com	780-2822 H 778-8036 W 217-5476 C
Margaret Goodwin	06/10	2013	3206 Keller Road, 76504 mag47goo@msn.com	541-0894 C
Jeff Blackwell	11/10	2011	8520 Oak Crossing, 76502 jblackwell@swmail.sw.org	228-5609 H 541-8874 C
Gerald Richmond	09/05	2011	3210 Glenwood Drive 76502 n5zxj@n5zxj.us	773-6868 W 771-3006 H 913-7041 C
Bennie Trevino	11/10	2011	1003 South 13 th Street, 76504 Bnn_trevino@yahoo.com	771-3859 H
Arben "Benny" Ismaili	09/07	2011	2787 S. MLK Dr. #2203 arben1976@hotmail.com	771-0169 W 231-7824 C
John Barina	09/08	2011	2109 Stagecoach Trl 76502 johnbarina@hot.rr.com	760-6525 W/C 773-9580 H

Created by Resolution 94-641-R February 3, 1994; previously under authority of resolution adopted September 1, 1983 as Temple Law Enforcement Advisory Board.

Purpose: Advise the Council on matters of law enforcement, fire, emergency medical service, communications and emergency management.

Membership: 15 members - all residents of the City;
Ex-Officio members - Chief of Police, Fire Chief

Term: 3 years

City Staff: Police Chief Gary Smith/Fire Chief Lonzo Wallace

Meeting Time/Place: 2nd Tuesday of each month at 6:00 p.m., Temple Police Department. Revised 11/04/10

ZONING BOARD OF ADJUSTMENT

TERM EXPIRATION: MARCH - 2 YEAR TERMS

APPOINTED BY: MAYOR/COUNCIL

MEMBER	DATE APPOINTED	EXPIRATION YEAR	ADDRESS	PHONE NUMBER
Mat Naegele, Vice Chair mnaegele@lamar.com (moved to reg. member 02/09)	02/07	2013	Lamar Advertising 5110 N. General Bruce Temple, TX 76501	773-3169 W 534-5746 C
*Cynthia Martinez cymartinez@templejc.edu OMA	02/09	2013	508 West Virginia Ave. Temple, TX 76501	298-8358 W 231-6004 C
*		2013		
Ed Laughlin Ed@edlaughlin.com	03/11	2013	3114 Sleepy Hollow Lane Temple, TX 76502	773-8399 W 773-5230 H 718-3786 C
Scott Morrow, Chair Smorrow_aggie98@yahoo.com	02/08	2012	BMI Pest Management P O Box 1302 Temple, TX 76503	771-9933 W 931-0211 C
Brandon Tarnow btarnow@aspen-air.com O/OMA (moved to reg. member 3/10)	02/08	2012	Aspen Air 4515 West Hwy 190 Belton, TX 76513	939-2076 W 254-535-2681 C
Bert Pope mvpbep@sbcglobal.net (moved to reg. member 2/08)	03/06	2012	1206 North 3 rd Street Temple, TX 76501	773-4198 H 773-9196 W 231-1470 C
* Omar Crisp alphainc@vvm.com	03/10	2012	**Alpha Constructors (W) 420 Old Waco Rd Temple, TX 76502 8260 Cedar Creek Road (H) Temple, TX 76504	771-3948 W 770-8129 C
*Keith Odom keith.odom@bbvacompass.com	03/10	2012	**1004 Marlandwood (W) Temple, TX 407 Gilbraltor (H) Lorena, TX 76655	770-5139 W 493-7973 C

* Alternates

Created by Charter, Section 3.26 and Zoning Ordinance #91-2101, Section 17.

Purpose: Hear appeals and rule on special exceptions to the Zoning Ordinance.

Membership: 5 regular members
4 alternate members

Term: 2 years

Meeting Time/Place: 1st & 3rd Wednesdays each month, if application is filed by submission deadline; Council Chambers, Municipal Building.

City Staff: Director of Planning



CITY OF TEMPLE

CITY BOARD APPLICATION FORM

Handwritten marks: a checkmark and a signature.

The purpose of this form is to furnish information to the Mayor and City Council regarding those persons who may desire to volunteer their time and services to the City of Temple by serving on one or more of the following boards and/or committees

- AIRPORT ADVISORY BOARD
- BUILDING & STANDARDS COMMISSION
- CIVIL SERVICE COMMISSION
- ELECTRICAL BOARD
- ZONING BOARD OF ADJUSTMENT
- LIBRARY BOARD
- PLANNING & ZONING COMMISSION
- REINVESTMENT ZONE NUMBER ONE
- TEMPLE ECONOMIC DEVELOPMENT CORP.
- ANIMAL SERVICES ADVISORY BOARD
- BUILDING BOARD OF APPEALS
- COMMUNITY SERVICES ADVISORY BOARD
- TEMPLE PUBLIC SAFETY ADVISORY BOARD
- DEVELOPMENT STANDARDS ADVISORY BOARD
- PARKS & LEISURE SERVICES ADVISORY BOARD
- TRANSIT ADVISORY COMMITTEE
- CENTRAL TEXAS HOUSING CONSORTIUM

- If you wish to make yourself available for consideration, please complete this form and send to the City Secretary's Office, City of Temple, P.O. Box 207, Temple, TX 76503 or by fax 254-298-5637
- If you would like further information on meeting times and/or anticipated time commitments, please contact the City Secretary at 254-298-5301 or centz@ci.temple.tx.us

Name **Donald Gold** Residence Address **1214 North 4th Street**

Mailing Address **Temple, TX 76501** Phone Number (Home) **254-773-8346**

Cell Phone Number **760-2798** E-Mail Address **golddonjoe@yahoo.com**

Temple Resident: Yes No

Current Employer/Nature of Business: **retired-age 62-excellent health**

What City Boards have you served on before & When?

Little Rock, AR City Beautiful Commission 1980s

Name, in priority order, the Board or Boards on which you would prefer to serve:

Parks & Leisure Services-Animal Services-Library

What experience and/or educational background do you have that could be applied to community service?

Bachelor of Arts, Marketing/Advertising 1968- Master Social Worker 1991

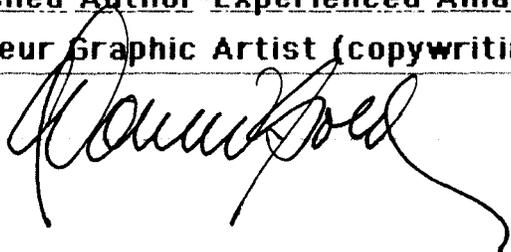
Retail Apparel Chain Owner/Operator 1968-1988

Social Work Counselor (Addictions) 1993-2005

Comments (Attach additional page if desired)

Published Author-Experienced Amateur Photographer-good computer skills

Amateur Graphic Artist (copywriting & layout)

Signed:  Date **6 Feb 2009**

AV ✓



CITY OF TEMPLE
CITY BOARD APPLICATION FORM

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- LIBRARY BOARD
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- REINVESTMENT ZONE NUMBER ONE
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- BUILDING BOARD OF APPEALS
- COMMUNITY SERVICES ADVISORY BOARD
- TEMPLE PUBLIC SAFETY ADVISORY BOARD
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Name Margaret Goodwin Residence Address 3206 Keller Rd., 76504
 Mailing Address Same Phone Number (Business) 254-771-8600 EXT 277 (Home)
 Fax Number _____ Cell Phone Number 254-541-0894 E-Mail Address mag47g00@msn.com
 Temple Resident: Yes No

Current Employer/Nature of Business: King's Daughters Hosp, medical technologist
 What City Boards have you served on before & When? N/A

Name, in priority order, the Board or Boards on which you would prefer to serve: ① Parks & Leisure
② Library ③ Community Services ④ Temple Public Safety ⑤ Any others at your discretion

What experience and/or educational background do you have that could be applied to community service?
I am a life-long resident of Temple and a graduate of Temple High School and Temple college. I have worked in the medical field for over 40 yrs.

I feel that I have benefited from the services of the city and would like to be a benefit to my community.
 Signed: Margaret Goodwin Date: _____

PLEASE NOTE: All information supplied on this form is public information.

Apprd PSAB 6/17/10

RECEIVED
 JAN 26 2009
 CITY OF TEMPLE, TX
 CITY SECRETARY



CITY OF TEMPLE

CITY BOARD APPLICATION FORM

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ZONING BOARD OF ADJUSTMENT
LIBRARY BOARD
PLANNING & ZONING COMMISSION
REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
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Name Jean Kubala Residence Address 1111 North 3rd
Mailing Address 1111 North 3rd Phone Number(Business) (Home) (254) 778 8034
Fax Number Cell Phone Number E-Mail Address sensibala@hotmail.com
Temple Resident: Yes No
Current Employer/Nature of Business: retired
What City Boards have you served on before & When? none

Name, in priority order, the Board or Boards on which you would prefer to serve: LIBRARY

What experience and/or educational background do you have that could be applied to community service?
Masters degree in Library Science - 13 years working in the Temple Library (retired as head of public services) - 15 years volunteering at T.P.L.
Comments (Attach additional page if desired):
My experiences with the Temple library make me aware of the challenges facing it.

Signed: Jean Kubala Date: 7-28-09

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- ELECTRICAL BOARD
- ZONING BOARD OF ADJUSTMENT
- LIBRARY BOARD
- PLANNING & ZONING COMMISSION
- REINVESTMENT ZONE NUMBER ONE
- TEMPLE ECONOMIC DEVELOPMENT CORP.
- ANIMAL SERVICES ADVISORY BOARD
- BUILDING BOARD OF APPEALS
- COMMUNITY SERVICES ADVISORY BOARD
- TEMPLE PUBLIC SAFETY ADVISORY BOARD
- DEVELOPMENT STANDARDS ADVISORY BOARD
- PARKS & LEISURE SERVICES ADVISORY BOARD
- TRANSIT ADVISORY COMMITTEE
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Name PATRICK L. MARCON Residence Address 1305 So. 43 St. Temple, TX. 76504
 Mailing Address SAME Phone Number(Business) _____ (Home) 771-2214
 Fax Number - Cell Phone Number - E-Mail Address E. BASSEN.YAHOO.COM

Temple Resident: Yes No

Current Employer/Nature of Business: BELL CO. H.E.L.P. CTR.

What City Boards have you served on before & When? NONE

Name, in priority order, the Board or Boards on which you would prefer to serve: AIRPORT ADVISORY Bd.
ANIMAL SERVICES ADVISORY CENTRAL TX. HOUSING CONSORTIUM LIBRARY BOARD

What experience and/or educational background do you have that could be applied to community service?
40 years CONSTRUCTION Exp. PRIVATE Pilot. VOLUNTIERED VARIOUS PROJECTS.
VOLUNTEER FIREMAN, WORKED AT U. T. AUSTIN 15yrs - TEXAS PARKS WILDLIFE SEASONAL
Comments (Attach additional page if desired):

Signed: Patrick Marcon Date: 8-17-09

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CITY OF TEMPLE
CITY BOARD APPLICATION FORM

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- LIBRARY BOARD
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- REINVESTMENT ZONE NUMBER ONE
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- BUILDING BOARD OF APPEALS
- COMMUNITY SERVICES ADVISORY BOARD
- TEMPLE PUBLIC SAFETY ADVISORY BOARD
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Name Richard E. Morgan Residence Address 214 West Houston Ave. Temple, TX 76501
 Mailing Address 214 W. Houston Ave. Temple, TX 76501 Phone Number (Business) 254.634-4244 (Home) 254.771.0109
 Fax Number 254.634.8809 Cell Phone Number 254.760.0331 E-Mail Address richard.morgan@hst.ir.com

Temple Resident: Yes No

Current Employer/Nature of Business: Self Employed/Sole Proprietor/ Clinical Social Worker

What City Boards have you served on before & When? _____

Name, in priority order, the Board or Boards on which you would prefer to serve: (1) Planning & Zoning Commission
(2) Community Services Advisory Board (3) Temple Public Safety Advisory Board
(4) Reinvestment Zone Number One (5) Transit Advisory Board

What experience and/or educational background do you have that could be applied to community service?
Served on Numerous Committees including Bell County Resource Group, Parents Without Partners Board of Directors - Bell County Mental Health

Comments (Attach additional page if desired): I have a Master of Science Degree in Social Work from University of Texas over 20 years as a Clinical Social Worker

Signed: [Signature] Date: 7/26/09

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LIBRARY BOARD
PLANNING & ZONING COMMISSION
REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
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Name BARBARA MOYLES Residence Address 2415 HOLLIS LN TEMPLE 76502

Mailing Address SAME Phone Number(Business) (Home) 254 771-2235

Fax Number Cell Phone Number 254 913-7788 E-Mail Address bmoyles@hotmail.com

Temple Resident: [checked] Yes [] No

Current Employer/Nature of Business: RETIRED FROM MANAGEMENT; VOLUNTEER

What City Boards have you served on before & When? NONE

Name, in priority order, the Board or Boards on which you would prefer to serve: LIBRARY, *
ANIMAL SERVICES, AIRPORT

What experience and/or educational background do you have that could be applied to community service?
GOOD COMMUNICATION, ORGANIZATION SKILLS; CLIENT

LIASON, TRAINING EXPERIENCE, FOR LIBRARY-AVID READER; MULTIPLE BOOK CLUBS
Comments (Attach additional page if desired): RESUME FROM WORKING CAREER ATTACHED.

RETIRED IN 2001

Signed: Barbara Moyles Date: 8/5/09

PLEASE NOTE: All information supplied on this form is public information.

Former Resume – Retired in 2001

Barbara C. Moyles

Phone (254) 771-2235

Cell (254) 913-7788

E-mail bmoyles@hot.rr.com

SUMMARY

Sixteen years experience with AT&T, including thirteen years management experience as a retail store manager, training manager, operations manager, and transition manager.

EMPLOYMENT HISTORY/PROFESSIONAL EXPERIENCE

AT&T

SENIOR MANAGER OF SERVICE EXCELLENCE

1997

Managed the operational aspects of AT&T outbound, inbound and data entry programs:

- Established team goals and measurements.
- Communicated and reviewed program goals and expectations with managers.
- Analyzed program results daily to ensure achievement of client metrics.
- Developed managers through coaching, feedback, and providing opportunities.
- Teamed with account management on program ramp up, downsizing and transition.
- Partnered with agency and training departments on back-filling attrition and new hire orientation.
- Coordinated client monitoring sessions and account management-client visits.
- Ensured accuracy and integrity of monthly bill to the client.

PHONE CENTER TRANSITION MANAGER

1996

Managed the operational functions for the closure of the 350 AT&T owned and operated Phone Center stores within a 3 month time frame:

- Process was completed well under projected budget.
- Created operational “store closure” procedural package for field managers.
- Planned and implemented “store closure” conference calls for area manager teams.
- Established and managed Phone Center hotline to support 350 retail stores.
- Coordinated work activities of Phone Center transition team, i.e. payroll, vouchers, bill payments, human resources and headcount management, etc.
- Handled end-user customer issues resulting from Phone Center closure.

BUSINESS PROCESS ARCHITECT - REENGINEERING

1995

Key member of Phone Center reengineering team created to plan and implement changes in Phone Center processes and system functionality:

- Created functional specifications for the new Phone Center Point of Sale system.
- Successfully deployed new servers and workstations to 350 stores.
- Supported a joint Consumer Communications Service (CCS) and Consumer Products (CP) venture including processes for long-distance bill payments, account analysis, as well as the sale of bundled product and service offerings.

PHONE CENTER OPERATIONS MANAGER**1992-1994**

Provided operational support for all Phone Center field and staff people.

- Created and implemented Phone Center methods and procedures.
- Published Phone Center Policies and Procedures manual and revisions, Keys to Success binder, and Product Repair binder.
- Managed support hotline for field personnel.
- Partnered externally with credit card and check verification companies and banks.
- Represented the Phone Center organization on cross functional teams with other AT&T entities, i.e. Treasury, Credit Center, Accounts Receivable, etc.
- Key manager in the rollout of Phone Center Outlet stores.
- Implemented store banking changes saving Phone Centers \$300K.
- Reduced initially defective product return denial rate from 23% to 9%.

PHONE CENTER EDUCATION MANAGER**1989-1992**

Managed the overall channel education delivery program:

- Scheduled Phone Center training classes for all new and incumbent associates.
- Supervised a team of field instructors, including observing and coaching for improvement.
- Instructed the Phone Center management classes such as "Coaching in a P&L Environment" for incumbent managers and "The Management Development Program Graduate Class" for new managers and manager designates.
- Certified as Phone Center Interview instructor training approximately 300 incumbent managers on structured interview techniques.

PROJECT EXPERIENCE COACH**1988-1989**

One of 13 managers in the country selected to implement major profit and loss strategy changes within the organization:

- Established sales, marketing, and financial objectives for store and zone managers.
- Introduced and trained store managers in the new associate commission plan.
- Coached zone managers as they performed their required assignments during the transition to profit and loss responsibility.

HONORS AND AWARDS

- | | |
|------------------|--|
| 1995 | Consumer Products Summit Award - for work in Phone Center reengineering. |
| 1994 | Nightliner Award - for Phone Center bank change implementation. |
| 1993 | Annual Honor and Recognition - for exceptional support to the field. |
| 1986-1987 | Council of Leaders - for sales results |

COMPUTER SKILLS: Microsoft Word, Excel and Power Point

RECENT COURSES: Project Management, Benchmarking, Leadership for the Future

CERTIFICATIONS: Instructor Training, Instructor Observation, Case Study /Role Play
Phone Center Interview

KEY WORDS:

Transition Manager, Reengineering Team, Operations Manager, Methods and Procedures, Field Support, Process Implementation, Support Hotline, Training Manager, Instructor, Performance Coach, Customer Contact, Problem Solving, Customer Satisfaction, Oral Communication, Written Communication, Human Resources, Scheduling.



CITY OF TEMPLE

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- CONVENTION CENTER & TOURISM BOARD
- ZONING BOARD OF ADJUSTMENT
- LIBRARY BOARD
- PLANNING & ZONING COMMISSION
- REINVESTMENT ZONE NUMBER ONE
- TEMPLE ECONOMIC DEVELOPMENT CORP.
- ANIMAL SERVICES ADVISORY BOARD
- BUILDING BOARD OF APPEALS
- COMMUNITY SERVICES ADVISORY BOARD
- ELECTRICAL BOARD
- DEVELOPMENT STANDARDS ADVISORY BOARD
- PARKS & RECREATION BOARD
- TRANSIT ADVISORY COMMITTEE
- TEMPLE HOUSING AUTHORITY
- TEMPLE PUBLIC SAFETY ADVISORY BOARD

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Name Michael Vanisa Residence Address 3406 W Nugent Ave, Temple

Mailing Address P.O. Box 1128, Temple, 76503 Phone Number (Business) 254-711-1012 (Home) 254-983-9195

Fax Number 771-5926 Cell Phone Number 231-5769 E-Mail Address templeheatair@hotmail.com

Current Employer/Nature of Business: Temple Heat & Air HVAC

What City Boards have you served on before & When? NONE

Name, in priority order, the Board or Boards on which you would prefer to serve: Building Board of Appeals

What experience and/or educational background do you have that could be applied to community service? Air Conditioning & Refrigeration Contractor. BEEN IN HVAC FOR 11 years.

Comments (Attach additional page if desired):

Signed: [Signature] Date: 2-24-11

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TEMPLE ECONOMIC DEVELOPMENT CORP.

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BUILDING BOARD OF APPEALS
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PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

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Name IRIS WITT Residence Address 1914 FOREST TR
Mailing Address SAME Phone Number(Business) 724-8847 (Home) 76502-228-5642
Fax Number - Cell Phone Number 903-271-5693 E-Mail Address wittiwitt@aol.com

Current Employer/Nature of Business: SCOTT & WHITE / Research RN coordinator

What City Boards have you served on before & When? Grayson County
Community College RN Advisory Board - 2000-2002

Name, in priority order, the Board or Boards on which you would prefer to serve: (1) LIBRARY BOARD
(2) - Community Services Advisory Board

What experience and/or educational background do you have that could be applied to community service?
RN - BS in Political Science, Masters in Education

Comments (Attach additional page if desired):
I moved to Temple in 2005 because of my new position at S+W. In Denton, Tx I was a member of the Jr. Service League, CASA + would like to contribute to my new hometown of Temple.

Signed: Iris Witt Date: 7/2/08

PLEASE NOTE: All information supplied on this form is public information. April CSAB 9/19/10