



**MEETING OF THE  
TEMPLE CITY COUNCIL**

**MUNICIPAL BUILDING**

**2 NORTH MAIN STREET**

**3<sup>rd</sup> Floor – CONFERENCE ROOM**

**THURSDAY, AUGUST 16, 2012**

**3:00 P.M.**

**WORKSHOP AGENDA**

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, August 16, 2012.
2. Receive an update on Bell County Health District issues and operations.
3. Discuss upcoming appointments to various City boards and commissions.
4. Discuss Cause No. 245,397-C, *City of Temple v. Baird-Williams Construction, Ltd., et al.*; In the 169<sup>th</sup> Judicial District Court of Bell County Texas.

*Pursuant to Chapter 551 of the Texas Government Code, specifically § 551.071 – Consultation with Attorney – The City Council will meet in executive session with the City Attorney to discuss pending and contemplated litigation.*

5:00 P.M.

**MUNICIPAL BUILDING**

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

**TEMPLE CITY COUNCIL**

**REGULAR MEETING AGENDA**

**I. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

**II. PROCLAMATIONS & SPECIAL RECOGNITIONS**

3. Recognize the [CenTex Hooks](#) as the Super Series Baseball of America 2012 World Series Champions.

**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. BUDGET ITEMS**

4. [PUBLIC HEARING](#) – Conduct the second of two public hearings to receive comments on the proposed tax rate of 58.64 cents per \$100 valuation for fiscal year 2013 (2012 tax year), and announce meeting to adopt the proposed tax rate on August 30, 2012.

**V. CONSENT AGENDA**

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

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

## **Minutes**

- (A) [July 26, 2012 Special Called Meeting](#)
- (B) [August 2, 2012 Special Called and Regular Meeting](#)

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

- (C) Consider adopting resolutions authorizing the following:
  - 1. [2012-6683-R](#): An interlocal agreement with the Bell County to allow for the utilization of three (3) Bell County emergency management contracts with O'Brien's Response Management, Inc., Ceres Environmental Services, Inc., and CrowderGulf, LLC; and
  - 2. [2012-6684-R](#): Execution of emergency management contracts with O'Brien's Response Management, Inc., Ceres Environmental Services, Inc., and CrowderGulf, LLC per contract terms negotiated and agreed to by Bell County.
- (D) Consider adopting resolutions authorizing the following related to the City's Purchasing Card (P-Card) Program:
  - 1. [2012-6685-R](#): An extension of an interlocal agreement with the City of Fort Worth to allow for the utilization of Fort Worth's purchasing card services agreement with JP Morgan Chase; and
  - 2. [2012-6686-R](#): Execution of a Participation Agreement with JP Morgan Chase that will allow for the City to be a participant in the City of Fort Worth's purchasing card services agreement with JP Morgan Chase.
- (E) Consider adopting resolutions authorizing:
  - 1. [2012-6687-R](#): A Discretionary Service Agreement with Oncor Electric Delivery Company LLC ("Oncor Delivery") for the relocation of a portion of their system along Loop 363 in association with the Northwest Loop 363 Pass Through project in an amount not to exceed \$484,108.37.
  - 2. [2012-6688-R](#): A Discretionary Service Agreement with Oncor Electric Delivery Company LLC ("Oncor") for the relocation of transmission lines along Loop 363 in association with the Northwest Loop 363 Pass Through project in an amount not to exceed \$2,486,941.44.
- (F) [2012-6689-R](#): Consider adopting a resolution authorizing the City Manager to execute a Contract for Services with Bell County Iron & Recycling Co. Inc., d/b/a Temple Iron & Metal to provide recycling services related to the City's expanded pilot recycling program.
- (G) [2012-6690-R](#): Consider adopting a resolution ratifying an annual contract with Magna-Flow Environmental of Austin for the hauling and disposal of Membrane Water Treatment Plant cleaning waste for FY 2012 in the estimated annual amount of \$34,000.

- (H) [2012-6691-R](#): Consider adopting a resolution authorizing a five year lease agreement with Scott & White EMS, Inc., for lease of the property located at 505 North 3rd Street, Temple, Texas.

**Misc.**

- (I) [2012-6692-R](#): Consider adopting a resolution approving third quarter financial results for Fiscal Year 2012.
- (J) [2012-6693-R](#): Consider adopting a resolution authorizing budget amendments for fiscal Year 2011-2012.

**VI. REGULAR AGENDA**

**ORDINANCES**

6. [2012-4549](#): FIRST READING – PUBLIC HEARING - Z-FY-12-55: Consider adopting an ordinance authorizing an amendment to Ordinance 2010-4413, Temple Unified Development Code, Article 7.5 “Signs” to amend requirements for State and National Flags in nonresidential zoning districts.

**RESOLUTIONS**

7. [2012-6694-R](#): Z-FY-12-51: Consider adopting a resolution authorizing an appeal of Section 6.7.5.G, “Signs”, of the Unified Development Code related to standards in the I-35 Corridor Overlay Zoning District for a vehicle sales establishment currently under construction at 7455 South General Bruce Drive.

**BOARD APPOINTMENTS**

8. [2012-6695-R](#): Consider adopting a resolution appointing members to the following City boards and commissions:
- (A) Airport Advisory Board – two members to fill expiring terms through September 1, 2015
  - (B) Animal Services Advisory Board – three members to fill expiring term through September 1, 2015 and appoint Chair for the period of September 1, 2012 through August 31, 2013
  - (C) Civil Service Commission - one member to fill expiring term through September 1, 2015
  - (D) Community Services Advisory Board – three members to fill expiring terms through September 1, 2015
  - (E) Library Board – three members to fill expiring terms through September 1, 2015
  - (F) Planning & Zoning Commission – three members to fill expiring terms through September 1, 2015
  - (G) Reinvestment Zone No. 1 Board of Directors – six members to fill expiring terms through September 1, 2014
  - (H) Temple Economic Development Corporation – four members to fill expiring terms through September 1, 2015

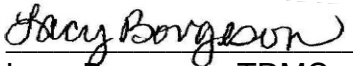
- (I) Temple Public Safety Advisory Board – one member to fill expiring term through September 1, 2013; and four members to fill expiring terms through September 1, 2015
- (J) Transit Advisory Committee – four members to fill expiring terms through September 1, 2014
- (H) Tree Advisory Board – one ex-officio member for BISD

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

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I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 11:00 AM, on August 10, 2012.

  
Lacy Borgeson, TRMC  
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 \_\_\_\_\_ 2012. \_\_\_\_\_.



## COUNCIL AGENDA ITEM MEMORANDUM

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08/16/12  
Item #3  
Regular Agenda  
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**DEPT./DIVISION SUBMISSION & REVIEW:**

William A. Jones, III, Mayor

**ITEM DESCRIPTION:** Recognize the CenTex Hooks as the Super Series Baseball of America 2012 World Series Champions.

**STAFF RECOMMENDATION:** .

**ITEM SUMMARY:** The CentTex Hooks are a select 13U Travel Team with players from Temple, Cameron, Academy, Belton, and Troy competing in Super Series Tournaments throughout the State. They are the first Temple team to bring home the coveted World Series Championship.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None



## COUNCIL AGENDA ITEM MEMORANDUM

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08/16/12  
Item #4  
Regular Agenda  
Page 1 of 4

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

David Blackburn, City Manager  
Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** PUBLIC HEARING – Conduct the second of two public hearings to receive comments on the proposed tax rate of 58.64 cents per \$100 valuation for fiscal year 2013 (2012 tax year), and announce meeting to adopt the proposed tax rate on August 30, 2012.

**STAFF RECOMMENDATION:** Conduct a public hearing but no action is required.

**ITEM SUMMARY:** At the August 2, 2012 regular meeting, Council discussed the proposed tax rate of 58.64 cents per \$100 valuation and adopted a resolution scheduling the adoption of the proposed tax rate for August 30, 2011, and setting public hearings for August 10, 2012 and August 16, 2012 on the proposed tax rate for FY 2012-2013. The following notices will be published after each public hearing:

- August 11<sup>th</sup> – “Notice of Tax Revenue Increase”
- August 17<sup>th</sup> – “Notice of Tax Revenue Increase”

The proposed meeting dates and publication schedules comply with the Truth-In-Taxation requirements set forth by State Law and the City Charter.

The FY 2012-2013 budget was prepared with a preliminary total tax rate of 59.04 cents per \$100 valuation and a preliminary tax base of \$3,343,011,809 (estimated 0.96% increase from prior year). The preliminary tax rate was based on a 2.25¢ increase to the FY 2012 rate of 56.79 cents.

On July 16, 2012, the Chief Appraiser certified the tax roll of \$3,377,876,619 (a 2.01% increase from prior year). On July 17, 2012, the Chief Appraiser calculated a final effective tax rate of 55.92 cents. Changes in the tax rate components as compared to the preliminary budget filed June 29, 2012 are as follows:

Comparing proposed tax rate of 58.64 cents to the *preliminary* rate of 59.04 cents as proposed in the budget filed on June 29, 2012:

	PRELIMINARY FY 2013	PROPOSED FY 2013	Increase (Decrease)	Effective Tax Rate	% FY 2013 > ETR
<b>Proposed Tax Rate</b>					
M&O (Maintenance & Operation)	\$ 0.3340	\$ 0.3300	\$ (0.0040)		
I&S (Interest & Sinking - Debt)	0.2564	0.2564	-		
	<u><b>\$ 0.5904</b></u>	<u><b>\$ 0.5864</b></u>	<u><b>\$ (0.0040)</b></u>	<b>\$ 0.5592</b>	<u><b>4.86%</b></u>

A reduction in the proposed M&O tax rate; an adjustment of the certified taxable value (\$3,377,876,619) from the preliminary taxable value (\$3,343,011,809); and an increase in the frozen tax levy to \$1,795,796 from a preliminary levy of \$1,794,344 will result in a net decrease to the M&O revenue by \$1,851 as compared to the preliminary budget filed on June 29, 2012. The increase in the certified taxable value as compared to the preliminary taxable value with the same proposed debt rate will result in a net increase in the I&S debt revenue by \$90,339.

Comparing the proposed tax rate of 58.64 cents to the *current FY 2012 adopted* tax rate of 56.79 cents:

	FY 2012	PROPOSED FY 2013	Increase (Decrease)
<b>Proposed Tax Rate</b>			
M&O (Maintenance & Operation)	\$ 0.3240	\$ 0.3300	\$ 0.0060
I&S (Interest & Sinking - Debt)	0.2439	0.2564	0.0125
	<u><b>\$ 0.5679</b></u>	<u><b>\$ 0.5864</b></u>	<u><b>\$ 0.0185</b></u>

**Example 1 – Annual Property Tax - \$100,000 Taxable Value:**

With the proposed tax rate of 58.64 cents per \$100 valuation, the cost to a homeowner with a taxable value of \$100,000 would increase by \$18.50 per year (\$1.54 per month) if there was no change in taxable value from the prior year.

**Example 2 – Annual Property Tax - Average Taxable Value for City of Temple:**

The preceding tax year's average taxable value of a residence homestead in Temple was \$95,354. In the current tax year, the average taxable value a residence homestead in Temple is \$96,066. With the proposed tax rate of 58.64 cents per \$100 valuation, there would be an annual increase of \$21.81 in taxes (\$1.82 per month).



**FISCAL IMPACT:**

Changes from the preliminary tax rate and base used to calculate the filed budget on June 29, 2012 to the proposed rate with the certified tax roll as presented August 10, 2012 are as follows:

	Filed Budget 6/29/12	Proposed Budget 8/10/12	Increase/ (Decrease)
Tax Base*	\$3,343,011,809	\$3,377,876,619	\$34,864,810
Tax Rate:			
M&O	33.40¢	33.00¢	(0.40¢)
I&S	25.64¢	25.64¢	0.00¢
Total Tax Rate	59.04¢	58.64¢	(0.40¢)
Tax Levy:			
M&O	\$9,985,868	\$9,982,547	(\$3,321)
Frozen Taxes	1,794,344	1,795,796	1,452
I&S	7,665,798	7,756,137	90,339
Total Tax Levy*	\$19,446,010	\$19,534,480	\$88,470
Budget w/M&O at 99% Collection	\$19,328,208	\$19,416,696	\$88,488

\*Excludes Reinvestment Zone No. 1

General Fund:

**Explanation of Changes from Filed Budget to Proposed Budget @ 8/16/2012:**

**<sup>A</sup> Revenue Changes:**

Required adjustment from preliminary to certified roll	\$ (1,851)
Added difference to Penalty & Interest - Ad Valorem Taxes revenue	1,851
<b>Total Revenue Changes</b>	<b>\$ -</b>

**<sup>B</sup> Expenditure Changes:**

<b>Total Expenditures Changes</b>	<b>\$ -</b>
<b>Net Revenue Over (Under) Expenditures</b>	<b>\$ -</b>

Debt Service Fund:

***Explanation of Changes from Filed Budget to Proposed Budget @ 8/16/2012:***

**<sup>A</sup> Revenue Changes:**

Adjustment from preliminary to certified roll	\$ 90,339
<b>Total Revenue Changes</b>	<b>\$ 90,339</b>

**<sup>B</sup> Expenditure Changes:**

Increase in interest for Certificates of Obligation, Series 2013 {Street CIP}	\$ 201,900
<b>Total Expenditures Changes</b>	<b>\$ 201,900</b>
<b>Net Revenue Over (Under) Expenditures</b>	<b>\$ (111,561)</b>

**ATTACHMENTS:**

[Historical Tax Rate Information](#)

# CITY OF TEMPLE, TEXAS

## ADOPTED TAX RATE VS. EFFECTIVE TAX RATE

Fiscal Year	Adopted Tax Rate			Effective Tax Rate	Adopted Rate v. Effective Tax Rate	
	I & S	M & O	Total		\$	%
2004	\$0.2537	\$0.3510	\$0.6047	\$0.5972	\$0.0075	1.26%
2005	0.2349	0.3674	0.6023	0.5731	0.0292	5.10%
2006	0.2199	0.3546	0.5745	0.5579	0.0166	2.98%
2007	0.2339	0.3395	0.5734	0.5568	0.0166	2.98%
2008	0.2289	0.3392	0.5681	0.5516	0.0165	2.99%
2009	0.2273	0.3322	0.5595	0.5433	0.0162	2.98%
2010	0.2473	0.3173	0.5646	0.5511	0.0135	2.45%
2011	0.2379	0.3300	0.5679	0.5742	-0.0063	-1.10%
2012	0.2439	0.3240	0.5679	0.5571	0.0108	1.94%
<b>2013</b>	<b>0.2564</b>	<b>0.3300</b>	<b>0.5864</b>	<b>0.5592</b>	<b>0.0272</b>	<b>4.86%</b>



## **COUNCIL AGENDA ITEM MEMORANDUM**

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08/16/12  
Item #5(A-B)  
Consent Agenda  
Page 1 of 1

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

Lacy Borgeson, City Secretary

**ITEM DESCRIPTION:** Approve Minutes:

(A) July 26, 2012 Special Called Meeting

(B) August 2, 2012 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:**

[July 26, 2012 Special Called Meeting](#)

[August 2, 2012 Special Called and Regular Meeting](#)

## **SPECIAL MEETING OF THE TEMPLE CITY COUNCIL**

**JULY 26, 2012**

The City Council of the City of Temple, Texas conducted a Special Meeting on Thursday, July 26, 2012 at 3:00 pm, at the Municipal Building, 2 North Main Street, in the 3rd Floor Conference Room.

**Present:**

Councilmember Perry Cloud  
Mayor Pro Tem Danny Dunn  
Councilmember Russell Schneider  
Councilmember Judy Morales  
Mayor William A. Jones, III

- 1. Discuss the proposed FY 2012-2013 budget and related issue, to include the various strategic and budget related policy issues to include the City's Transportation Capital Improvement Plan.**

Nicole Torralva, Director of Public Works reviewed the project list with Council and Staff. She provided the recommended lists for both options, \$57.4 million and \$60.2 million.

Councilmember Morales inquired on the connector street for Travis Middle School.

Mr. Blackburn stated there is a need for this connector. Our goal is to coordinate with both BISD and TISD with all of the projects.

Mayor Pro Tem Dunn inquired on Kegley and the time frame.

Ms. Torralva stated the work on Kegley dates back to 1990. We anticipate this being a 12-18 month project. There are two drainage channels that cross this road as well. Ms. Torralva stated that every spring, this list will be refined.

Councilmember Schneider stated he preferred option #1 as proposed with the expedited capital project components for \$60.2 million; with the tax rate of 1.85 cents.

Mayor Jones stated this would be a 4.86% effective tax rate increase.

Mayor Pro Tem Dunn stated the additional dollars will help to take care of the work needed throughout the city.

Mr. Blackburn stated the recommended projects were based on the Paving

Conditions Assessment. This is the most significant boost the maintenance program ever.

Ms. Barnard reminded Council and Staff that the filed budget is built on with a 3% assumption and growth.

Mayor Jones and other Councilmembers discussed the different options and reviewed the maps. Mayor Jones stated at this time we will direct staff to proceed with moving forward with \$60.2 million in projects.

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William A. Jones, III, Mayor

ATTEST:

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Lacy Borgeson  
City Secretary

## TEMPLE CITY COUNCIL

**AUGUST 2, 2012**

The City Council of the City of Temple, Texas conducted a Special Meeting on Thursday, August 2, 2012 at 3:00 pm, at the Municipal Building, 2 North Main Steet, in the 3rd Floor Conference Room.

Present: Councilmember Perry Cloud, Mayor Pro Tem Danny Dunn, Councilmember Russell Schneider, Councilmember Judy Morales, Mayor William A. Jones, III

**1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, August 2, 2012.**

Regular Agenda Item #5(E) - Councilmember Morales stated she will be abstaining from the vote; Affidavit is on file with City Secretary's Office. Ms. Myers stated this was due to it being a CDBG project where critia is more specific.

Regular Agenda Item #5(C) - Councilmember Schneider pointed out that we only received one bid for this project.

**2. Receive Strategic Plan Update from Temple Independent School District**

Dr. Robin Battershell, TISD Superintendent and Steve Wright, Board President. Dr. Battershell began by identifying the issues within the district as decreased funding and increased need for instruction, curriculum, and the construction through out the district. She started by noting the State spends more than \$436 million on STAAR testing for our students through 2015. She stated the discipline and attendance matrix for 2011-2012 was really good. The recommended State level is 95% and we were at 95.02%. This area will continue to improve as we educate parents through The Bridge. Parent educations is vital. The program served more than 5,000 to date. Each campus measures and records using the matrix. There is a large number of special needs children and those with behavioral issues. The District is working on a module to address this.

Mayor Jones asked if the Temple ISD had more special needs students since we have the medical community. Or is this a typical issue that all ISD are facing.

Dr. Battershell stated no, we are below average.

Next, Dr. Battershell spoke about the construction. All master planning is complete. She reviewed the which campuses and the work being done.

Dr. Battershell reviewed the growth potential for each of the district's campuses. She noted that the attendance boundaries will be reviewed in the near future.

Mayor Jones asked Dr. Battershell what her 10 year vision of the District was.

Dr. Battershell stated financing will not get any better; growth will be nominal as the District is landlocked; instruction will be a struggle with children that are behind and the District must continue with the diverse programs for each of the students; the attendance will improve; and we anticipate another bond package for the construction.

Mayor Jones asked what the growth areas are.

Dr. Battershell stated Pre-K will continue to grow so we will benefit by having a Pre-K/ K center. Middle School is a challenge for us as this is where we lose the enrollment.

Mayor Jones asked how can the City help.

Dr. Battershell replied the placement housing developments and redevelopment is critical for the District; downtown revitalization for quality of life; and TMED.

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

Belinda Mattke, Director of Purchasing reviewed the annual process for awarding contracts. She provided Council with a list of contracts being considered for renewal. She reviewed the Monetary Guidelines which were adopted by Council in September 2006. She also stated that currently we bring to Council any contract over \$25,000.

Mayor Jones asked what analysis has been done to determine if this is the best practice for the City, and what if any savings to we see if we continue to have a threshold of \$25,000.

Ms. Mattke stated we will review and bring information back. Each contract is evaluated by staff for best pricing. She added that there are more than 103 Annual & Term contract of which are approximately \$18 million of the City's annual purchases. Term Contracts are not brought back to Council each year, on the Annual Contract.

**4. Discuss requests for demolition of two buildings under the City Demolition Program and Policy.**

Kim Foutz, Assistant City Manager presented this to the Council. She



stated both are requests made by each of the owners. Total cost for both demolitions to occur is \$107,000. She identified the first project being at 15 South Martin Luther King Jr. Drive, the Love Outreach Pentecostal. The roof is collapsed and has been vacant since 2009. She also noted there are no future plans known. The requester will assume the cost for the survey up to \$3,000 and the City will be responsible for abatement from \$15,000 - \$35,000; and up to \$40,000 on the demolition. The second project is located at 615 East Avenue D, First Church of God in Christ. This structure is unsecured and dilapidated and has been vacant since 2007. The owner has not expressed any future plans for the property. The survey has been paid by the requester. Should this be approved, the city will pay \$20,000 for the asbestos abatement and \$12,000 for the demolition. Ms. Foutz reviewed the Standard/ Blighted Building Demolition Policy Decision Matrix.

Councilmember Schneider voiced his concerns with tax payers paying for demolitions of structures where there was no future use or incentive and the owner was the only party benefiting on the value of the cleaned property.

Ms. Foutz stated that funds for FY 2012 have not been expended and could be used towards these if Council directed. The dollars remaining are \$75,000 in General Fund and \$42,000 in CDBG.

Mayor Jones we need to identify the advantages and disadvantages of not demolishing the buildings.

Mayor Pro Tem Dunn stated he would like the property owner to have more commitment in the process.

Councilmember Cloud would also like to see future plans for the sites.

Mr. Blackburn stated that from this discussion it is his understanding that Council wishes to have more information and or a defined project for MLK project and to move forward with the process for the building at Avenue D which is near a school using CDBG funds.

All Council agreed.

**5. Discuss upcoming appointments to various City boards and commissions.**

Mayor Jones stated this item will be discussed on August 16, 2012.

**6. Discuss the purchase of two tracts of land for future expansion of the City's Water Treatment Plant (Items #6 & #7 on the Regular Agenda).**

**Executive Session – Pursuant to Chapter 551, Government Code,**

**§551.072 – Real Property – The City Council may enter into executive session to discuss the purchase, exchange, lease or value of real property relating to City projects, the public discussion of which would have a detrimental effect on negotiations with a third party.**

Mayor Jones stated that at this time, approximately 4:48 pm the Temple City Council would enter into executive session.

Mayor Jones reconvened the workshop of the Temple City Council at approximately 5:00 pm.

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, August 2, 2012 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, August 2, 2012 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

**Present:**

Councilmember Perry Cloud  
Mayor Pro Tem Danny Dunn  
Councilmember Russell Schneider  
Councilmember Judy Morales  
Mayor William A. Jones, III

**I. CALL TO ORDER**

**1. Invocation**

Pastor Dana Wilhelmsen with Immanuel Lutheran Church voiced the Invocation.

**2. Pledge of Allegiance**

Judy Duer, Library Director, led the Pledge of Allegiance.

**II. PROCLAMATIONS & SPECIAL RECOGNITIONS**

**3. Recognize the Temple Public Library for receiving the Achievement of Excellence in Libraries Award from the Texas Municipal Library Directors Association.**

Lisa Youngblood, Library Director for the City of Harker Heights, recognized the City of Temple for receiving the Achievement of Excellence in Libraries Award from the Texas Municipal Library Directors Association.

### III. PUBLIC COMMENTS

Mr. Larry Robinson, 1406 Sout 45th Street addressed the Council with concerns for his high sewer bills.

Thomas Hill, 635 CR 220, Gatesville addressed the Council with his concerns regarding his property in Temple. There is a bar ditch which is dangerous to mow. He has since received a letter of violation from the Code Enforcement. He would like assistance from the City in making is safer to mow.

### IV. BUDGET ITEMS

#### 4. (A) PUBLIC HEARING - Receive presentation by the City Manager and conduct a public hearing on the proposed 2012-2013 operating budget.

David Blackburn, City Manager, presented this item. He reviewed the FY 2013 budget calendar, fence posts and strategic plan, funds overview and budget highlights. He stated the FY 2013 Fence Posts are to maintain fiscal soundness; maintain core services; focus on our people; and to align strategic, financial and tactical plans. The overall revenues are projected to increase 4.25 % from FY 2012 and the overall expenses are projected to also increase 2.44% from FY 2012. The FY 2013 Budget includes unreserved fund balance for Capital in the amount of \$733,400; TEDC Matrix \$400,000; and Strategic Investment Zone \$100,000. Mr. Blackburn highlighted the two areas of focus being the Public Safety Services & Transportation Infrastructure. The FY 2013 budget proposes two additional police officers for CID, three additional Firefighters, and one additional Animal Control Officer. The preliminary budget proposes \$60,180,000 for the Transportation Capital Improvement Plan which is the most significant request in history for our streets and maintenance program. This will address needs for reconstruction, rehabilitation, maintenance, capacity, and connectivity with in our City's TCIP. Mr. Blackburn stated the FY2013 Preliminary Budget proposes funding Public Safety and TCIP by a 1.85 cent increase to the current tax rate of .5679 cents for a proposed tax rate of .5864 cents.

Mr. Blackburn gave a brief overview of the Water & Sewer. The City has experienced a significant growth over the past decade, which necessitated an ambitious and needed W&S CIP which is estimated to be \$57,000,000 over the past five years. Recommended improvements to the system in FY 2013 for the next five years are approximately \$33,645,000. It is also recommended that we hire four additional positions for the Water Treatment Plant to allow for

minimum staffing levels at the plant. It is recommended that our Water and Sewer Rates be increased by \$4.00 month for the average residential water customer; as this should carry the system until 2017.

Mr. Blackburn then addressed the Public Service Agencies receiving funds from the City. It is recommended to fund 20 grants to 18 agencies to provide a range of programs and services within our community. He added the next meeting on the preliminary budget is on Friday, August 10, 2012 at 8:30 am to conduct the first public hearing on the tax rate.

Mayor Jones thanked Staff for all the work put into this process.

Mayor Jones declared the public hearing open with regard to agenda item 4(A) and asked if anyone wished to address this item. There being none, Mayor Jones declared the public hearing closed.

**(B) 2012-6672-R: Discuss proposed tax rate and consider adopting a resolution scheduling the adoption of the proposed tax rate for August 30, 2012.**

Traci Barnard, Director of Finance, gave a brief overview of the public hearing dates and components of the tax rate. She stated the proposed tax rate for FY 2013 is .5864 cents. She also stated the proposed tax rate includes the General Maintenance and Operations of 33.00 cents and the Debt Interest and Sinking of 25.64 cents. This being a total proposed increase of 1.85 cents for FY2013.

Motion by Mayor Pro Tem Danny Dunn adopt resolution setting the proposed tax rate of \$0.5864 per \$100 in value and scheduling the adoption of the proposed tax rate for the August 30, 2012 Special City Council meeting. seconded by Councilmember Judy Morales.

Motion by Mayor Pro Tem Danny Dunn adopt resolution setting the public hearings on the proposed tax rate of \$0.5864 per \$100 in value for 8:30 am August 10, 2012 Special City Council meeting and 5:00 pm August 16, 2012 Regular City Council meeting. seconded by Councilmember Perry Cloud.

**V. CONSENT AGENDA**

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

**(A) July 12, 2012 Special Called Meeting**

**(B) July 19, 2012 Special Called and Regular Meeting**

**(C) 2012-6673-R: Consider adopting a resolution authorizing a construction contract for the base bid and bid alternate #1 with TTG Utilities, LP, of Gatesville for the construction of sidewalks on South 1st Street in the amount of \$220,999.60.**

**(D) 2012-6674-R: Consider adopting a resolution recommending approval of the proposed design of the I-35 Gateway Monument; requesting installation of the monument within the operational highway right-of-way; and authorizing the City Manager to enter into a Gateway Monument Agreement with the Texas Department of Transportation to permit enhancement of transportation facilities by the City of Temple.**

**(E) 2012-6675-R: Consider adopting a resolution authorizing a renewal lease agreement with the Bell County HELP Center for lease of space in the Public Services Building.**

**(F) 2012-6676-R: Consider adopting a resolution authorizing a three (3) year lease agreement with Central Texas Workforce Board for lease of space in the Public Services Building.**

**(G) 2012-4548: SECOND READING - Z-FY-12-45: Consider adopting an ordinance authorizing a rezoning from Agricultural District (AG) to Urban Estates District (UE) on 6.196 ± acres of land, situated in the S.P. Terry Survey, Abstract No. 812, Bell County, Texas, located north of the intersection of Rocky Lane and King's Cove.**

**(H) 2012-6677-R: Consider adopting a resolution authorizing changing the designated use of the Casa Hispanica building located at 801 South Main Street to general government use, a use that does not qualify as meeting one of the national objectives of the CDBG program.**

**(I) 2012-6678-R: A-FY-12-07: Consider adopting a resolution releasing a portion of the 10-foot wide sanitary sewer line easement within the boundaries of the proposed Final Plat of Prairie Crossing Addition, located at the northeast corner of North 8th Street and East Young Avenue.**

**(J) 2012-6679-R: Consider adopting a resolution authorizing budget amendments for fiscal Year 2011-2012.**

Motion by Councilmember Perry Cloud adopt resolution approving

Consent Agenda with the exception of Item #5(E). seconded by Mayor Pro Tem Danny Dunn.

**(E) 2012-6675-R: Consider adopting a resolution authorizing a renewal lease agreement with the Bell County HELP Center for lease of space in the Public Services Building.**

Motion by Councilmember Russell Schneider adopt resolution seconded by Mayor Pro Tem Danny Dunn.

Councilmember Morales abstained; all others voted aye.

## **VI. REGULAR AGENDA**

### **RESOLUTIONS**

- 6. 2012-6680-R: Consider adopting a resolution authorizing the purchase of a .67 acre tract of land located at 4521 Parkside Drive.**

Jonathan Graham, City Attorney, presented this item to the Council. He stated this is for the acquisition of land located at 4521 Parkside Drive to allow for expansion of the Water Plant. The purchase amount is for \$16,000; should you approve of this purchase we will proceed with closing processes.

Motion by Councilmember Judy Morales adopt resolution. seconded by Councilmember Perry Cloud.

- 7. 2012-6681-R: Consider adopting a resolution authorizing the purchase of a .213 acre tract of land located at 4910 Parkside Drive.**

Jonathan Graham, City Attorney, presented this item to the Council. He stated this too is to purchase a tract of land at 4910 Parkside Drive for future expansion of the Water Plant. The purchase price is \$15,000; should you approve this purchase we will begin with closing processes.

Motion by Mayor Pro Tem Danny Dunn adopt resolution. seconded by Councilmember Russell Schneider.

At this time Mayor Jones adjourned the Regular Meeting of the Temple City Council and convened the City of Temple Employee Benefits Trust Meeting.

## **VII. AGENDA - CITY OF TEMPLE EMPLOYEE BENEFITS TRUST**

**8. 2012-6682-R: Conduct a meeting of the City of Temple Employee Benefits Trust to purchase insurance policies from:**

**(A) MetLife for Dental Insurance for FY2012-2013;**

**(B) MetLife for Basic Life, AD&D and Voluntary Life for FY2012-2013;**

**(C) Avesis for Voluntary Vision Insurance for FY2012-2013:**

**(D) Blue Cross/Blue Shield of Texas for Medical and Prescription Insurance for FY2012- 2013; and**

**(E) FBS/NBS for Voluntary Supplemental Insurance for FY2012-2013.**

Randy Stonerod, Director of Human Resources, presented this item to the Trustees. He reviewed the budgeted amounts for each insurance type as well as any changes.

Motioned by Mr. Schneider, seconded by Ms. Morales to purchase insurance policies as described by Mr. Stonerod.

At this time Mr. Jones adjourned the meeting of the City of Temple Employee Benefits Trust.

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William A. Jones, III, Mayor

ATTEST:

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Lacy Borgeson  
City Secretary



## **COUNCIL AGENDA ITEM MEMORANDUM**

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08/16/12  
Item #5(C)  
Consent Agenda  
Page 1 of 2

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

Belinda Mattke, Director of Purchasing

### **ITEM DESCRIPTION:** Consider adopting resolutions authorizing the following:

1. An interlocal agreement with the Bell County to allow for the utilization of three (3) Bell County emergency management contracts with O'Brien's Response Management, Inc., Ceres Environmental Services, Inc., and CrowderGulf, LLC; and
2. Execution of emergency management contracts with O'Brien's Response Management, Inc., Ceres Environmental Services, Inc., and CrowderGulf, LLC per contract terms negotiated and agreed to by Bell County.

### **STAFF RECOMMENDATION:** Adopt resolutions as presented in item description.

**ITEM SUMMARY:** In May 2012, the County of Bell, Texas ("Bell County") solicited proposals for the following emergency management services: (1) Debris Monitoring Services and (2) Disaster and/or Storm Recovery Services. The intent of the solicitation is to have contracts in place if and when emergency situations arise. Bell County drafted the solicitations to allow for other local governmental entities to purchase from the awarded contracts.

Bell County awarded three (3) contracts based on responses to the RFPs:

Debris Monitoring Services – O'Brien's Response Management, Inc. of Fort Lauderdale, FL  
Disaster and/or Storm Recovery Services – Ceres Environmental Services, Inc. of Houston, TX, and  
CrowderGulf, LLC of Theodore, AL

These contracts will assist the City should an emergency situation arise. Accordingly, it is staff's recommendation to piggy-back onto these Bell County contracts. The ability to do this is made possible through the attached interlocal agreements with the Bell County and the attached Consent of Interlocal Agreements with each of the respective awarded vendors.

The contracts are for a term of one (1) year with the option for four (4) one-year extensions.



**FISCAL IMPACT:** Funding under these contracts will only become necessary when an emergency arises that requires the activation of the contract(s). Funding will be identified if and when services are needed.

**ATTACHMENTS:**

Interlocal Agreement & Consent of Interlocal Agreement – O'Brien's Response Management  
Interlocal Agreement & Consent of Interlocal Agreement – Ceres Environmental Services  
Interlocal Agreement & Consent of Interlocal Agreement – CrowderGulf Joint Venture  
Resolutions

INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF BELL TEXAS  
AND  
THE CITY OF TEMPLE, TEXAS

THE STATE OF TEXAS §

COUNTY OF BELL §

This Agreement made this the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the County of Bell, Texas, a political subdivision of Texas ("Bell"), and the City of Temple, Texas a municipal corporation located in Bell County, Texas ("Temple").

WITNESSETH

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex Gov't Code Ann. §791.001. et seq.) providing for the cooperation between local governmental bodies, and pursuant to Subchapter F entitled "Cooperative Purchasing Program" containing Sections 271.101 and 271.102 of the Texas Local Government Code, the parties hereto, in consideration of the premises and mutual promises contained herein agree to as follows;

I.

The County of Bell ("Bell") hereby designates its Purchasing Agent to act under the direction of and on behalf of City of Temple ("Temple") in coordinating debris monitoring services and technical assistance associated with the debris monitoring process, pursuant to Bell 's Contract with O'Brien's Response Management ("Contractor") which was let in accordance with Chapter 252 of the Texas Local Government Code (substantively comparable to Chapter 262 of the Texas Local Government Code) and all other applicable laws and which agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

II.

City of Temple, by execution of this Agreement, agrees to directly pay the Contractor after completion and acceptance of the work specified in each work order for debris monitoring services and technical assistance associated with the debris monitoring process, and after receipt of a proper invoice submitted showing an amount based upon the unit pricing detailed in the attached agreement.

Neither City of Temple nor Bell shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity. City of Temple 's payment for the Contractor's services required by this Article

shall be made from current, available revenues. Furthermore, both parties agree that the payment required herein fairly compensates Bell for any services or functions required to be performed under this Agreement. In obtaining the services of the Contractor through Bell, City of Temple has relied solely on its own inspections, investigations, and due diligence regarding the services and City of Temple acknowledges that Bell has made no representations or warranties expressed or implied with respect to the services to be rendered.

III.

This Agreement shall take effect upon execution by both signatories, and shall serve as each governmental body's commitment pertaining to purchases of the services reference in Article I hereof. The governing bodies of the parties have authorized this Agreement hereto.

IV.

This Agreement shall be in effect from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2012 the date of execution by Bell.

Bell County, Texas

City of Temple, Texas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Jon H. Burrows

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

Title: Bell County Judge

Title: \_\_\_\_\_

ATTEST:

ATTEST:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Shelley Coston

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

Title: County Clerk

Title: \_\_\_\_\_

**CONSENT OF INTERLOCAL AGREEMENT  
AND CERTIFICATION OF ABILITY  
OF O'BRIEN'S RESPONSE MANAGEMENT INC.**

I, Steve Branham, as the Executive Vice President of O'Brien's Response Management Inc., hereby state that I have the authority to sign this document and to bind O'Briens Response Management Inc. to the terms of this agreement allowing the City of Temple third party status to be treated the same as Bell County through an Interlocal agreement, under all the terms and conditions as set forth in that certain agreement (RFP No. 16-12), Debris Monitoring Services between O'Briens's Response Management Inc. and Bell County dated the (\_\_\_\_\_) said contract being incorporated herein as reference for all purposes.

The City, by execution of this Agreement, agrees to directly pay the Contractor after completion and acceptance of the work specified in each work order for debris monitoring services and technical assistance associated with the debris monitoring process, and after receipt of a proper invoice submitted showing an amount based upon the unit pricing detailed in the attached agreement.

Neither the City nor County shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity. In obtaining the services of the Contractor through the County, the City has relied solely on its own inspections, investigations, and due diligence regarding the services and the City acknowledges that the County has made no representations or warranties expressed or implied with respect to the services to be rendered.

I further certify that O'Brien's Response Management Inc. has the capability and agrees to perform these services if the need arises.

**O'Brien's Response Management  
Inc.**

**Temple, Texas**

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

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

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

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

# BELL COUNTY SPECIFICATIONS / STATEMENT OF WORK

RFP#\_\_\_16-12\_\_\_DEBRIS MONITORING SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

## 1. GENERAL INFORMATION

Bell County is soliciting services for disaster management, recovery and consulting services to support the County with the oversight and management of their debris recovery contractors.

- 1.1 Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in compliance with all regulatory requirements.
- 1.2 Bell County requires all respondents to understand FEMA PA (Public Assistance) policies and guidelines, including eligibility issues and specifically those relating to debris.
- 1.3 Bell County will select a firm to monitor our debris removal operations and document eligible quantities and reasonable expenses to ensure that work is eligible for PA (Public Assistance) grant funding to offset expenses incurred from debris removal.
- 1.4 Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State and local regulations. Failure to properly monitor and document debris removal operations may jeopardize PA funding.
- 1.5 Bell County reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.
- 1.6 Responding firms will need to be capable of providing a wide range of services including, but not limited to the following:
  - 1.6.1 Damage assessment
  - 1.6.2 Training
  - 1.6.3 Emergency planning
  - 1.6.4 Infrastructure restoration
  - 1.6.5 Communication with FEMA, FHWA, State of Texas and other State and Federal agencies
  - 1.6.6 Coordinate with State Insurance representatives
  - 1.6.7 Event planning (pre/post)
  - 1.6.8 Funding
  - 1.6.9 Reimbursement Services

## 2. QUALIFICATIONS

Firms should have a complete understanding of their responsibilities in addition to:

- 2.1 Understanding their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by Bell County
- 2.2 Possess the capability to estimate debris quantities accurately and objectively

- 2.3 Comprehend all the various phases of the debris management operations, including all loading sites, DMSs and final disposition locations.
- 2.4 Differentiate between debris types
- 2.5 Able to fill-out load tickets correctly
- 2.6 Communicate effectively and efficiently
- 2.7 Previous construction site experience preferred, not required
- 2.8 General knowledge pertaining to the operation of large construction machinery preferred, not required
- 2.9 Maintaining logs of daily subcontractor performance, eligibility or other activities as required

### 3. SERVICES

The awarded company will be required to provide disaster debris monitoring services to include debris generated from public rights-of-ways, private property, drainage areas/canals, waterways, public and other designated areas.

- 3.1 Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:
  - 3.1.1 Vegetative Debris
  - 3.1.2 Hazardous Waste
  - 3.1.3 Household Hazardous Waste
  - 3.1.4 Electronic Waste
  - 3.1.5 White Goods
  - 3.1.6 Soil, Mud and Sand
  - 3.1.7 Vehicles and Vessels
  - 3.1.8 Animal Carcasses or other fleshy organic matter
  - 3.1.9 Infectious Waste
  - 3.1.10 Chemical, Biological, Radiological and Nuclear-Contaminated debris
- 3.2 Coordinate briefings with the County on contractor work progress
- 3.3 Scheduling work for all team members and contractors daily
- 3.4 Monitoring recovery contractor operations, making recommendations to improve efficiency to ensure fast recovery work
- 3.5 Assisting the County with responding to the public
- 3.6 Submit daily reports to the County on operational issues, including DMS operations and safety issues
- 3.7 Entering and processing of load tickets using an automated debris management tracking system for real-time and automated tracking and reporting

- 3.8 Review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the County for processing
- 3.9 Worksheets and other required document preparation which will be required for reimbursement by FEMA, FHWA any other applicable agency for disaster recovery efforts by the County and designated debris removal contractors.
- 3.10 Final reporting
- 3.11 Ensure contractors are following and maintaining safety requirements
- 3.12 Ensure only eligible debris is collected for loading and hauling
- 3.13 Familiarize with the requirements outlined in all debris removal and disposal County contracts to ensure the contract requirements are being carried out correctly
- 3.14 Make unannounced visits to all loading and disposal sites
- 3.15 Photograph all trucks and trailers used in the debris operation to establish a baseline inventory of equipment
- 3.16 Assist in measuring all debris hauling trucks and trailers with the appropriate contractor representatives (if applicable)
- 3.17 Ensure all work complies with local ordinances and State and Federal regulations
- 3.18 Monitor environmental compliance on all debris management sites (DMSs)
- 3.19 Accurately measure and document load hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations
- 3.20 Recertify truck capacities on a regular basis
- 3.21 Ensure trucks are loaded properly (and not artificially-e.g. debris is wetted, fluffed or not compacted) and loads are accurately evaluated
- 3.22 Verify load tickets are properly completed and controlled by the contractors and the County
- 3.23 Ensure debris sites are properly mobilized and administered
- 3.24 Ensure accurate recordkeeping and appropriate documentation
- 3.25 Ensure contractor activities are conducted as mandated in contractor scope of work
- 3.26 Determine whether each load is to be claimed for reimbursement based on established criteria, and mark load tickets if ineligible for FEMA reimbursement
- 3.27 Ensure that tickets are not issued for trucks that arrive at pick up sites already loaded, or partially loaded
- 3.28 Verify that hazardous wastes are not mixed into loads
- 3.29 Record the hours equipment was used, including down time of each piece of equipment by day (if applicable)

- 3.30 Issue load tickets for each debris load to the truck driver

#### **4. METHODOLOGY**

Companies will be required to submit their monitoring methodology for the County that will also include but not be limited to:

- 4.1 Comprehensive emergency management plan
- 4.2 Mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation
- 4.3 Develop a debris management plan
- 4.4 Damage assessment
- 4.5 Assistance in obtaining immediate needs funding
- 4.6 Insurance evaluation, documentation adjusting and settlement services
- 4.7 FEMA, FHWA(Federal Highway Administration), HMGP(Hazard Mitigation Grant Program), and additional reimbursement support
- 4.8 3<sup>rd</sup> party activations – methodology will need to include the number of individuals on a crew and their positions etc.
- 4.9 Appeal services and negotiations

#### **5. PERSONNEL**

- 5.1 The debris monitoring company shall provide to the County all management , supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards), being delivered to each DMS / disposal site, and support the operations of field supervisor(s), debris loading and tower/site monitors, and clerical staff from the County.
- 5.2 The debris monitoring contractor's on-site Project Manager shall also assign a field supervisor who will be assigned to provide oversight of up to ten (10) loading site and tower / site debris monitors.
- 5.3 How many personnel will be provided to monitor the number of debris loading sites that are located within Bell County?
- 5.4 How many personnel will be provided to monitor debris management sites (DMS) / disposal sites located within Bell County?



## **6. ADDITIONAL REQUIREMENTS**

Proposals will need to include the following:

- 6.1 Office location responsible for this project
- 6.2 Names and contact information for key personnel
- 6.3 Evidence of satisfactory completion of disaster debris monitoring in the past five (5) years at similar jurisdictions
- 6.4 The scope, project budget and operational duration (include the firm's contract manager, phone number and email address for each disaster response or project, if available)
- 6.5 Summary of past relevant experience for each response should include the following:
  - 6.5.1 Type of disaster – hurricane, tropical storm, tornado etc
  - 6.5.2 Type of jurisdiction – city, county, district, any combination
  - 6.5.3 Collection debris monitoring assignments
  - 6.5.4 DMS debris monitoring assignments
  - 6.5.5 Final disposal debris monitoring functions
- 6.6 FEMA reimbursement actions and issue resolution
- 6.7 Knowledge and experience with County solid waste regulations and the disaster debris management policies
- 6.8 Sub-consultant(s) / subcontractors that may be used
- 6.9 3 year claims / litigation history and status
- 6.10 Have any of respondent's clients ever been denied reimbursement of a service or item by FEMA? Please include statement of explanation.
- 6.11 Has a clients claim to FEMA ever been denied by FEMA due to faulty action or errors by the respondent? Please include statement of explanation.

## **7. PRE-EVENT REQUIREMENTS**

The contracting firm will provide assistance to the County in preparation for disasters through participation in meetings and workshops in order to establish data management and other integrated systems.

The contracting firm at no cost to Bell County shall:

- 7.1 Provide Bell County full-time personnel with a half day debris management training session. The training program must at a minimum meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- 7.2 Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include fax and cell numbers as well as email addresses.

- 7.3 Participate in annual workshops or planning meetings with Bell County representatives and debris hauling and disposal contractor(s) to establish / review all applicable policies and procedures.

## **8. POST EVENT REQUIREMENTS**

- 8.1 Monitoring firm will assist the County with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or County agencies.
- 8.2 Monitoring firm shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 8.3 Monitoring firm shall supply one (1) field supervisor to oversee no more than ten (10) loading and tower / site debris monitors.
  - 8.3.1 Monitoring firm will supply Bell County with a list of the services that the field supervisor will be responsible for
- 8.4 Monitoring firm will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.
  - 8.4.1 Monitoring firm will supply Bell County with a list of the services that the debris monitoring personnel will be responsible for
- 8.5 Monitoring firm will supply Bell County with debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets.
  - 8.5.1 Monitoring firm will supply Bell County with a list of the services that the debris tower and site monitor personnel will be responsible for
- 8.6 Monitoring firm will supply Bell County with a clerical / data entry supervisor and clerk to coordinate data entry and information management systems.
  - 8.6.1 Monitoring firm will supply Bell County with a list of the services that the clerical / data entry supervisor personnel will be responsible for

## **9. MOBILIZATION & SCHEDULE**

Monitoring firm must be prepared to deploy debris monitors within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, monitoring firm shall be prepared to increase the number of debris monitors for Bell County. Include specific timelines for possible disaster or storm occurrences.

## **10. REFERENCES**

Respondents must furnish with their response, a list of three (3) references which must include company name, contract person and telephone number.

## 11. CONTRACT AWARD / EVALUATION CRITERIA

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Bell County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Bell County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Bell County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Bell County may use references to make judgments directly affecting the award of this Contract.

### Evaluation Criteria

The evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Firm Qualifications/Experience.....25%
2. Project understanding and approach.....15%
3. Management systems / reporting / training.....10%
4. Knowledge regarding FEMA and FHWA-ER and other reimbursement methods.....20%
5. Reasonable cost schedule.....30%

## 12. PERIOD OF CONTRACT

- 12.1 The contract term shall begin upon award by Commissioner's Court and shall continue for twelve (12) months. Further, Bell County reserves the right to renew the contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.
- 12.2 Renewal shall be subject to approval by Bell County Commissioner's Court each period. Once renewal option is exhausted, the contract must be rebid.
- 12.3 Bell County retains the right to reject any / all solicitations or to request new solicitations at any time if in the best interest of Bell County.

## 13. SCHEDULE OF PRICING

*Firms are required to include their schedule of pricing with their response.*

## POSITIONS AND RATES

O'Brien's Response Management will provide all or some of personnel listed in the table below on an as needed or requested basis, at the direction of Bell County, and at the rates offered here (or those subsequently settled upon after contract negotiations). O'Brien's can also provide hazardous materials specialists, environmental engineers, building inspectors, building demolition supervisors, insurance specialists, water-borne debris removal specialists, debris site security guards and other disaster recovery specialists upon request.

### Proposed Rates

Requested Positions	Hourly Rate
Project Manager	\$ 71.00
Operations Coordinator	\$ 56.00
Field Supervisor	\$ 47.00
Field Monitors / Field Debris Code Monitors	\$ 34.00
TDSR and RDDS Site Monitors	\$ 34.00
Data Manager / Reporting	\$ 52.00
FEMA Coordinator (Debris Operations – Cat. A)	\$ 89.00
Scheduler / Expediter	\$ 37.00
GIS Analyst / Mapping Coordinator	\$ 53.00
Environmental Specialist	\$ 63.00
Load Ticket Data Entry Clerks	\$ 28.00
Billing / Invoice Analyst	\$ 39.00
Administrative Assistant	\$ 26.00

Optional FEMA Program Consulting Positions	Hourly Rate
Senior FEMA PA Program Advisor	\$ 115.00
FEMA Grants Management Consultant (Cat. B-G)	\$ 89.00
Disaster Management Planner / Trainer	\$ 89.00
Hazard Mitigation Specialist	\$ 89.00
Damage Assessor / Building Inspector / Engineer	\$ 89.00

### **Notes on Rates**

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- Travel-related expenses (such as lodging, rental car, M&I per-diems and other costs) will be direct billed to County at actual costs, at rates not to exceed current GSA or State of Texas travel policy. Supporting documentation sufficient to support FEMA reimbursement claims will be provided with regular invoices.
- Rates include equipment (cell phones, computers, printers, cameras and GPS units), supplies, labor, overhead, profits, freight, taxes, and required insurance.
- For use of ADMS system utilizing Hand Held Units rather than paper load tickets, additional fees of 15% of may apply to hourly rates for Supervisor and Monitor positions.
- Soil Sampling and Aerial Photography (if required) will be contracted out at local rates and direct billed to the County with no mark-up.
- Training sessions and Emergency/ Disaster Management Plans may also be negotiated at lump sum prices.

### ***Pre-Event Services at No Cost***

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O'Brien's Response Management Inc. provides a set of no-cost pre-event services designed to orientate ourselves with the client's current level of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. O'Brien's will (after contract award, negotiations and execution) provide, at no cost to the County, the following services:

- Review current Debris Management and Emergency Management Plans,
- Annual coordination and planning "table top" exercise with debris removal contractors,
- Review current debris-related public information content,
- Review of potential problem areas – golf courses, marinas, parks, mobile home parks, etc.
- Review local ordinances and codes for emergency or disaster debris removal,
- Review and analysis of debris removal contracts and RFP's,
- Assist in review of debris removal and other emergency services proposals,
- Temporary debris management site review and selection consultation,
- Assist with pre-event environmental authorizations for debris management sites,
- Regular updates on current FEMA policy and industry trends,
- Project Manager and other debris and federal disaster program specialists available for phone consultations.

INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF BELL TEXAS  
AND  
THE CITY OF TEMPLE, TEXAS

THE STATE OF TEXAS §

COUNTY OF BELL§

This Agreement made this the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the County of Bell, Texas, a political subdivision of Texas ("Bell"), and the City of Temple, Texas a municipal corporation located in Bell County, Texas "(Temple)".

WITNESSETH

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I.

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Neither City of Temple nor Bell shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity.

City of Temple 's payment for the Contractor's services required by this Article shall be made from current, available revenues. Furthermore, both parties agree that the payment required herein fairly compensates Bell for any services or functions required to be performed under this Agreement. In obtaining the services of the Contractor through Bell, City of Temple has relied solely on its own inspections, investigations, and due diligence regarding the services and City of Temple acknowledges that Bell has made no representations or warranties expressed or implied with respect to the services to be rendered.

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IV.

This Agreement shall be in effect from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2012 the date of execution by Bell.

Bell County, Texas

City of Temple, Texas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Jon H. Burrows

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

Title: Bell County Judge

Title: \_\_\_\_\_

ATTEST:

ATTEST:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Shelley Coston

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

Title: County Clerk

Title: \_\_\_\_\_

**CONSENT OF INTERLOCAL AGREEMENT  
AND CERTIFICATION OF ABILITY  
OF CERES ENVIRONMENTAL SERVICES, INC.**

I, David A. Preus, as the Assistant President of Ceres Environmental Services, Inc., hereby state that I have the authority to sign this document and to bind Ceres Environmental Services to the terms of this agreement allowing the City of Temple third party status to be treated the same as Bell County through an Interlocal agreement, under all the terms and conditions as set forth in that certain agreement (RFP No. 17-12 Disaster and / or Storm Recovery Services between Ceres Environmental Services and Bell County dated the (\_\_\_\_\_) said contract being incorporated herein as reference for all purposes.

The City, by execution of this Agreement, agrees to directly pay the Contractor after completion and acceptance of the work specified in each work order for storm debris removal services and technical assistance associated with the disaster recovery process, and after receipt of a proper invoice submitted showing an amount based upon the unit pricing detailed in the attached agreement.

Neither the City nor County shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity. In obtaining the services of the Contractor through the County, the City has relied solely on its own inspections, investigations, and due diligence regarding the services and the City acknowledges that the County has made no representations or warranties expressed or implied with respect to the services to be rendered.

I further certify that Ceres Environmental Services Inc. has the capability and agrees to perform these services if the need arises.

**Ceres Environmental Services  
Inc.**

**Temple, Texas**

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

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

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

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



# BELL COUNTY SPECIFICATIONS / STATEMENT OF WORK

## RFP # 17-12 DISASTER AND /OR STORM RECOVERY SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Bell County may initiate negotiations with respondents. It is the intent of the County to award to multiple contractors who submitted the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

In addition, the awarded contractors will conduct all debris related removal from county roads including right-of- way's, as specified herein as well as meeting the standards provided for in the FEMA "Debris Management Guide" as well as in accordance with local, state and federal laws, rules and regulations.

- 1.0 Proposer shall provide a scope of services showing services available in response to a major disaster assistance request from Bell County.

Bell County defines a major disaster as a flood, wind storm, tornado, wild fire, and man-made disasters.

The proposal shall include but not be limited to:

### 1.1 Emergency Road Clearance

The County requires each awarded contractor to document emergency road clearance activities using time and material tickets in order to specifically identify the location and time that labor / equipment are utilized for emergency road clearance activities.

Time and material tickets will assist the County in emergency push invoice reconciliation with the contractor and provide supporting documentation for Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program reimbursement.

### 1.2 Debris Removal from Public Property and Rights-of-Way

The County requires each awarded contractor to submit the following services on a **per unit** basis rather than a time and material basis:

1.2.1 Right Of Entry (ROE) hazardous limb removal

1.2.2 ROE leaning tree removal

### 1.3 Debris Disposal

A critical process in any debris removal operation is the reduction of collected disaster and or storm related debris.

Loading / collection locations generally shall be no further than an estimated twenty-seven (27) miles to the nearest designated debris site. Storm road priority maps will be available through the Bell County Office of Emergency Management.

The County requires each awarded contractor to provide an operations plan for each Debris Management Site (DMS) for approval by the County. The operation plan for each DMS should include, but not be limited to the following:

- 1.3.1 Debris streams for acceptance at the DMS
- 1.3.2 Reduction activity to be implemented (burning, grinding, etc)
- 1.3.3 Environmental monitoring program (e.g. documentation of hydraulic oil leaks, hazardous waste separation, etc.)
- 1.3.4 Site security
- 1.3.5 Site remediation plan
- 1.3.6 Awarded contractor will need to submit a price per mile for any miles traveled greater than the estimated range (27 miles) of the designated DMS
- 1.3.7 Debris management and calculation methods for determining invoice charges including monitoring methods and oversight.

#### 1.4 Final Disposal Sites

Bell County does not have a designated landfill site. If the landfill is located outside of the estimated twenty-seven (27) mile range, each awarded contractor is required to submit a price per mile for any miles traveled greater than the estimated range.

Final disposal sites distance from the DMS and associated tipping fees should be provided to the County prior to conducting final disposal.

#### 1.5 Mileage

- 15.1 The distance from the hauling sites to the designated debris sites around the County should not exceed an estimated twenty seven (27) miles. If it does, the contractor shall be reimbursed for the additional mileage per the mileage rate submitted in the bid.
- 15.2 Bell County will calculate the distance of the haul route based upon the shortest feasible route from the haul locations to the debris sites. The contractor will be required to submit a detailed mileage log reflecting the pickup and delivery locations.
- 15.3 Bell County will not be charged for any non designated and approved routes.

#### 1.6 Debris Collection Hours

The debris collection will be completed during daylight hours, six (6) to seven (7) days per week, as agreed to by both parties.

#### 1.7 Reporting and Documentation Plan

Plans submitted by the vendor shall contain, but not be limited to the following:

- 1.7.1 Awarded contractors shall provide Bell County with completed time and material tickets for each truckload of debris hauled to the debris management sites or disposal sites. The debris load tickets will be handed to the load monitor at the DMS or landfill.
- 1.7.2 Respondents are required to submit a detailed listing to the County of the types of equipment they have in stock and access to in order to remove, load and haul debris.
- 1.7.3 Respondents shall monitor all crews assigned to ensure that all personnel are following the proper safety regulations.
- 1.7.4 Respondents will ensure all heavy haul permits are obtained. Please contact the County Engineering Office for more information on which permits may be required.

- 1.7.5 Respondents are required to have all required workman's compensation insurance as required by law, in addition to the insurance as required by Bell County.

## 1.8 Training

- 1.9 Respondents shall include methodology for sub-contracting, including use of local vendors.

- 1.10 Respondents shall include any and all additional services with pricing that are available such as:

- 1.10.1 Emergency delivery of potable water
- 1.10.2 Emergency delivery of ice
- 1.10.3 Temporary Sanitation, Showers, Kitchens
- 1.10.4 Temporary Satellite Communication (satellite phones)
- 1.10.5 Emergency Power Generators
- 1.10.6 First Aid Stations
- 1.10.7 Light Towers
- 1.10.8 Office Trailers
- 1.10.9 Storage Containers
- 1.10.10 Provision of refrigerated trailers
- 1.10.11 Emergency delivery of food
- 1.10.12 Portable HVACs
- 1.10.13 Disposal of animal carcasses

- 1.11 Respondents shall include their company's community relations plan

- 1.12 Respondents shall include a complete program management plan

## 2.0 REFERENCES

Please provide information on company experience for recovery services typical of a county similar in size and population to Bell County.

Respondents must furnish with their response, a list of three (3) references which must include company name, contract person and telephone number.

## 3.0 REIMBURSEMENTS

It is the intent of Bell County to recover all reimbursable costs available by law. Respondents shall include their document control system and success rate in recovery of reimbursable costs from agencies such as FEMA, FHWA-ER and any other pertinent entity .

Bell County may withhold payments for costs associated with losses due to improper or mishandled documentation related to reimbursements.

## 4.0 GRANT ADMINISTRATION

The FEMA PA program is often identified as the primary funding agency for disaster debris removal, the Federal Highway Administration Emergency Relief (FHWA-ER) Program reimburses for the first pass debris removal from all FHWA-ER eligible roadways.

In addition to respondents including their knowledge and success rate regarding the recovery of FEMA reimbursable funds, respondents shall include in their submittal a scope of services for handling debris removal from FHWA-ER eligible roadways. For more information go to the following website [www.fhwa.dot.gov/specialfunding/er/guide.cfm](http://www.fhwa.dot.gov/specialfunding/er/guide.cfm).

## **5.0 PRICING**

Respondents are to include their complete price sheets to include the following:

- 5.1 Hazardous limb removal (trees greater than six (6) inches and diameter which meet FEMA reimbursement requirements)
- 5.2 Hazardous leaning tree removal (trees greater than six (6) inches and diameter which meet FEMA reimbursement requirements)
- 5.3 Abandoned vehicle removal
- 5.4 Abandoned vessel removal
- 5.5 Price per mile for any miles traveled greater than the County estimated range from the DMS to the landfill
- 5.6 Disaster Recovery price sheet
- 5.7 **In addition to regular pricing, price sheets must include the following:**
  - 5.7.1 Debris removal, processing and disposal must be priced per cubic yard
  - 5.7.2 Hazardous stump removal must be priced per cubic yard
  - 5.7.3 Equipment Rates
  - 5.7.4 Labor and Material Rates

## **6.0 ADDITIONAL SERVICES**

Please describe your company's disaster recovery technical assistance services as well as any and all additional support services available to Bell County.

## **7.0 PERIOD OF CONTRACT**

- 7.1 The contract term shall begin upon award at Commissioner's Court and shall continue for twelve (12) months. Further, Bell County reserves the right to renew the contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.
- 7.2 Renewal shall be subject to approval by Bell County Commissioner's Court each period. Once renewal option is exhausted, the contract must be rebid.
- 7.3 Bell County retains the right to reject any / all solicitations or to request new solicitations at any time if in the best interest of Bell County.

## **8.0 START UP TIME**

- 8.1 After Notice of Award, awarded Vendor is required to submit the Payment and Performance Bonds and all required Insurance forms to the Bell County Auditor's Office.
- 8.2 Upon receipt of the Payment and Performance Bonds and required Insurance forms, Bell County shall submit a Notice to Proceed letter to the awarded vendor. The vendor will be responsible for contacting the Emergency Management Department for instructions.

8.3 Emergency Management Department Head:

Dennis Baker  
708 W. Avenue O  
Belton, Texas 76513  
254-933-5587

9.0 CONTRACT AWARD / EVALUATION CRITERIA

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Bell County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Bell County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Bell County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Bell County may use references to make judgments directly affecting the award of this Contract.

**Evaluation Criteria**

The evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Ability to meet required specifications .....25%
2. Ability to provide quality service, materials and equipment .....30%
3. Reasonably Priced.....10%
4. Firm Qualifications.....10%
5. Knowledge regarding FEMA and FHWA-ER and other reimbursement methods.....25%

10.0 INVOICE SUBMISSION WORKFLOW

Awarded contractors shall submit all invoices, including those from their hired subcontractors, reports and related documentation to the Bell County Emergency Management Department and the County appointed debris management firm for review and approval.

Bell County, TX  
Disaster and / or Storm Recovery Services  
Pricing Worksheet

Item	Description	Unit	Price
1	<b>DEBRIS REMOVAL, PROCESSING AND DISPOSAL</b>		
	Loading and hauling of burnable debris to TDSRS		
	0-15 miles	CY	\$7.49
	16-27 miles	CY	\$8.79
	Loading and hauling of construction and demolition debris to landfill		
	0-15 miles	CY	\$8.99
	16-30 miles	CY	\$9.99
	31-45 miles	CY	\$10.49
	Disposal of C&D Debris	ton	\$30.50
	Reduction by grinding	CY	\$2.59
	Haulout of mulch 0-15 miles	CY	\$3.75
	Haulout of mulch 16-27 miles	CY	\$4.45
	Disposal of mulch	CY	\$1.25
	Reduction by Air curtain burning	CY	\$1.75
	Reduction by open burning	CY	\$1.50
	Haulout of ash	ton	\$12.98
	Disposal of ash	ton	\$30.50
	TDSRS Site management including restoration	CY	\$0.98
2	<b>HAZARDOUS TREE REMOVAL</b>		
	Hazardous Trees and Leaners Flush cutting Hazardous Trees and Leaners and placing debris on ROW for payment under Line Item # 1. If stump is hazardous, stump extraction and transport to TDSRS will be paid under Line Item #4		
	12-24"	Per Tree	\$50.00
	24-39"	Per Tree	\$100.00
	40" and above	Per Tree	\$190.00
3	<b>HAZARDOUS LIMB REMOVAL</b>		
	Hangers Removal of dangerous hanging limbs (Hangers) or partially broken limbs from trees in the ROW or limbs overhanging ROW. Debris to be placed in ROW for hauling under Line Item #1 and removing debris ( over 2 dia. ")	Per Tree	\$59.98
4	<b>HAZARDOUS STUMP REMOVAL</b>		
	Hazardous Stumps (including backfill of holes) extraction and removing and placing in ROW for hauling under Line Item #4b		
	12-24"	per stump	\$50.00
	25-36"	per stump	\$100.00
	37" and above	per stump	\$300.00
4b	Removing and hauling loose stumps from ROW to TDSRS		
	12-24"	per CY	\$19.98
	25-36"	per CY	\$19.98
	37" and above	per CY	\$19.98
5	<b>ABANDONED VEHICLES AND VESSELS</b>		
	Abandoned Vehicle removal		\$100.00
	abandoned vessel removal		\$100.00
6	<b>ADDITIONAL MILEAGE</b>		
	Price per mile for any miles traveled greater than the County estimated range from the DMS to the landfill (27 miles)	per mile	\$0.15 per CY per mile

NOTE: TIPPING FEES FOR DISPOSAL OF ABOVE DEBRIS PAID BY CONTRACTOR AND REIMBURSED BY BELL COUNTY AT COST WITHOUT MARKUP. TIPPING FEES SHALL BE PROVIDED TO THE COUNTY PRIOR TO CONDUCTING FINAL DISPOSAL.

<b>7</b>	<b>ADDITIONAL EQUIPMENT AND SERVICES</b>	
	Description	
	Emergency delivery of potable water	\$1.45 gallon
	Emergency delivery of ice	\$0.90 per pound
	Temporary kitchens	\$2150 per day plus \$4800 mob/demob
	Temporary sanitation	\$4600 per week for 6 stall unit, excl. water plus \$3600 mob/demob
	Temporary Showers	\$4150 per week for 8-gang shower unit excl. water charges
	Bulk water supply for toilets and showers non-potable	\$0.58 per gallon delivered
	Black water pump transport and disposal	\$0.68 per gallon transport and disposal of "black water"
	Temporary satellite communication (satellite phones)	19.99/day + 2.00/minute
	Emergency Power Generators (per 40-hour week, fuel not included)	
	20 KW unit	\$570.00
	50 KW unit	\$750.00
	200 KW unit	\$1,800.00
	600 KW unit	\$4,350.00
	2000 KW Unit	\$12,450.00
	First aid stations	\$500.00
	Light towers	\$19/hour
	Office trailers	\$190 per day
	Storage containers	\$750 per month
	provision of re Fridgerated trailers	\$450 per day
	emergency delivery of food	\$12 per breakfast, 15.50 other meals
	Portable HVACs	\$6400 per month, fuel not included for 10 ton AC
	Disposal of animal carcasses	\$1.98 per pound

8	<b>EQUIPMENT AND LABOR RATES</b>	
	JD 544 wheel loader with debris grapple	\$110.00
	JD 644 Wheel loader with debris grapple	\$120.00
	Extendaboom Forklift with debris grapple	\$95.00
	753 bobcat skid steer loader with debris grapple	\$65.00
	753 bobcat skid steer loader with bucket	\$55.00
	753 bobcat skid steer loader with street sweeper	\$65.00
	30-50 hp farm tractor with box blade or rake	\$45.00
	2-2.5 CY articulated loader with bucket	\$95.00
	3-4 CY articulated loader with bucket	\$110.00
	JD 648E log skidder or equivalent	\$85.00
	D4 Dozer	\$75.00
	D6 Dozer	\$125.00
	D8 Dozer	\$165.00
	125-140 HP motor grader	\$94.00
	JD 690 trackhoe with debris grapple	\$115.00
	JD 690 trackhoe with bucket and thumb	\$110.00
	rubber tired trackhoe with debris grapple	\$125.00
	JD 310 rubber tired backhoe with bucket and hoe	\$65.00
	rubber tired excavator with debris grapple	\$115.00
	210 prentice knuckleboom with debris grapple	\$135.00
	self-loader scraper cat 623 or equivalent	\$185.00
	hand fed debris chipper	\$35.00
	300-400 hp tub grinder	\$345.00
	800-1000 hp diamond Z tub grinder	\$595.00
	30 ton crane	\$145.00
	50 ton crane	\$175.00
	100 ton crane (8 hour minimum)	\$250.00
	40-60' bucket truck	\$120.00
	service truck	\$60.00
	water truck	\$65.00
	equipment transports	\$115.00
	pickup truck unmanned	\$14.00
	self loading dump truck with knuckleboom and debris grapple	\$135.00
	single axle dump truck 5-12 CY	\$43.00
	Tandem Dump truck 16-20 CY	\$60.00
	Trailer Dump 24-40 CY	\$70.00
	trailer dump truck 61-80 CY	\$98.00
	power screen	\$155.00
	stacking conveyor	\$35.00
	off road trucks	\$145.00
	operations manager	\$64.00
	superintendent with truck, phone and radio	\$53.00
	foreman with truck, phone and radio	\$47.00
	safety/quality control inspector with vehicle phone and radio	\$47.00
	inspector with vehicle, phone and radio	\$30.00
	climber with gear	\$95.00
	saw hand with chainsaw	\$31.00
	laborer or flagger	\$27.00



INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF BELL TEXAS  
AND  
THE CITY OF TEMPLE, TEXAS

THE STATE OF TEXAS §

COUNTY OF BELL §

This Agreement made this the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the County of Bell, Texas, a political subdivision of Texas ("Bell"), and the City of Temple, Texas a municipal corporation located in Bell County, Texas "(Temple)".

WITNESSETH

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex Gov't Code Ann. §791.001. et seq.) providing for the cooperation between local governmental bodies, and pursuant to Subchapter F entitled "Cooperative Purchasing Program" containing Sections 271.101 and 271.102 of the Texas Local Government Code, the parties hereto, in consideration of the premises and mutual promises contained herein agree to as follows;

I.

The County of Bell ("Bell") hereby designates its Purchasing Agent to act under the direction of and on behalf of City of Temple ("Temple") in coordinating storm debris removal services and technical assistance associated with the disaster recovery process, pursuant to Bell 's Contract with CrowderGulf Joint Venture ("Contractor") which was let in accordance with Chapter 252 of the Texas Local Government Code (substantively comparable to Chapter 262 of the Texas Local Government Code) and all other applicable laws and which agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

II.

City of Temple, by execution of this Agreement, agrees to directly pay the Contractor after completion and acceptance of the work specified in each work order for storm debris removal services and technical assistance associated with the disaster recovery process, and after receipt of a proper invoice submitted showing an amount based upon the unit pricing detailed in the attached agreement.

Neither City of Temple nor Bell shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity.

City of Temple 's payment for the Contractor's services required by this Article shall be made from current, available revenues. Furthermore, both parties agree that the payment required herein fairly compensates Bell for any services or functions required to be performed under this Agreement. In obtaining the services of the Contractor through Bell, City of Temple has relied solely on its own inspections, investigations, and due diligence regarding the services and City of Temple acknowledges that Bell has made no representations or warranties expressed or implied with respect to the services to be rendered.

III.

This Agreement shall take effect upon execution by both signatories, and shall serve as each governmental body's commitment pertaining to purchases of the services reference in Article I hereof. The governing bodies of the parties have authorized this Agreement hereto.

IV.

This Agreement shall be in effect from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2012 the date of execution by Bell.

Bell County, Texas

City of Temple, Texas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Jon H. Burrows

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

Title: Bell County Judge

Title: \_\_\_\_\_

ATTEST:

ATTEST:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Shelley Coston

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

Title: County Clerk

Title: \_\_\_\_\_

**CONSENT OF INTERLOCAL AGREEMENT  
AND CERTIFICATION OF ABILITY  
OF CROWDERGULF JOINT VENTURE**

I, John Ramsay, as the President of CrowderGulf Joint Venture ("CrowderGulf"), hereby state that I have the authority to sign this document and to bind CrowderGulf to the terms of this agreement allowing the City of Temple third party status to be treated the same as Bell County through an Interlocal agreement, under all the terms and conditions as set forth in that certain agreement (RFP No. 17-12 Disaster and / or Storm Recovery Services between CrowderGulf and Bell County dated the (\_\_\_\_\_) said contract being incorporated herein as reference for all purposes.

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I further certify that CrowderGulf has the capability and agrees to perform these services if the need arises.

**CrowderGulf Joint Venture**

**Temple, Texas**

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

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

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

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

# BELL COUNTY SPECIFICATIONS / STATEMENT OF WORK

## RFP # 17-12 DISASTER AND /OR STORM RECOVERY SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

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In addition, the awarded contractors will conduct all debris related removal from county roads including right-of-way's, as specified herein as well as meeting the standards provided for in the FEMA "Debris Management Guide" as well as in accordance with local, state and federal laws, rules and regulations.

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Bell County defines a major disaster as a flood, wind storm, tornado, wild fire, and man-made disasters.

The proposal shall include but not be limited to:

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- 5.6 Disaster Recovery price sheet
- 5.7 **In addition to regular pricing, price sheets must include the following:**
  - 5.7.1 Debris removal, processing and disposal must be priced per cubic yard
  - 5.7.2 Hazardous stump removal must be priced per cubic yard
  - 5.7.3 Equipment Rates
  - 5.7.4 Labor and Material Rates

## **6.0 ADDITIONAL SERVICES**

Please describe your company's disaster recovery technical assistance services as well as any and all additional support services available to Bell County.

## **7.0 PERIOD OF CONTRACT**

- 7.1 The contract term shall begin upon award at Commissioner's Court and shall continue for twelve (12) months. Further, Bell County reserves the right to renew the contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.
- 7.2 Renewal shall be subject to approval by Bell County Commissioner's Court each period. Once renewal option is exhausted, the contract must be rebid.
- 7.3 Bell County retains the right to reject any / all solicitations or to request new solicitations at any time if in the best interest of Bell County.

## **8.0 START UP TIME**

- 8.1 After Notice of Award, awarded Vendor is required to submit the Payment and Performance Bonds and all required Insurance forms to the Bell County Auditor's Office.
- 8.2 Upon receipt of the Payment and Performance Bonds and required Insurance forms, Bell County shall submit a Notice to Proceed letter to the awarded vendor. The vendor will be responsible for contacting the Emergency Management Department for instructions.

8.3 Emergency Management Department Head:

Dennis Baker  
708 W. Avenue O  
Belton, Texas 76513  
254-933-5587

9.0 **CONTRACT AWARD / EVALUATION CRITERIA**

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Bell County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Bell County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Bell County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Bell County may use references to make judgments directly affecting the award of this Contract.

**Evaluation Criteria**

The evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Ability to meet required specifications .....25%
2. Ability to provide quality service, materials and equipment .....30%
3. Reasonably Priced.....10%
4. Firm Qualifications.....10%
5. Knowledge regarding FEMA and FHWA-ER and other reimbursement methods.....25%

10.0 **INVOICE SUBMISSION WORKFLOW**

Awarded contractors shall submit all invoices, including those from their hired subcontractors, reports and related documentation to the Bell County Emergency Management Department and the County appointed debris management firm for review and approval.





## 2012 Bell County, TX

### ATTACHMENT I

#### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$ 0.00	Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	\$ 7.00	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	\$ 8.00	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	\$ 7.00	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$ 4.00	CY
6	Management of TDSRS	\$ 1.00	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$ 2.90	CY
8	Grinding or consolidation of C&D debris at TDSRS	\$ 2.90	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	\$ 1.25	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$ 2.00	CY
11	Pick Up and Haul of White Goods to Site within Parish	\$40.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$ 8.00	LB
13	Freon Management and Recycling	\$40.00	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$ .50	LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
15	6 inch diameter to 11.99 inch diameter	See conversion chart	
16	12 inch diameter to 23.99 inch diameter	See conversion chart	
17	24 inch diameter to 47.99 inch diameter	\$200.00	STUMP
18	48 inch diameter and greater	\$300.00	STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			
19	Removal of hazardous hanging limbs greater than 2 inches	\$ 90.00	PER TREE
20	Removal of hazardous standing trees 6" – 12" in diameter	\$ 25.00	EACH
21	Removal of hazardous standing trees 13" – 24" in diameter	\$100.00	EACH
22	Removal of hazardous standing trees 25" – 36" in diameter	\$150.00	EACH
23	Removal of hazardous standing trees 37" – 48" in diameter	\$200.00	EACH
24	Removal of hazardous standing trees greater than 48" in diameter	\$300.00	EACH
<b>Marine Debris Removal</b>			
25	Canals, bayous and ditches	\$ 6.00	PER LF
26	Bays and other open waters	\$150.00	PER ACRE
27	Boat removal	\$ 40.00	PER LF



## 2012 Bell County, TX

The following items shall be billed on a time and material basis according to the attached schedules:			
28	Emergency Road Clearance	See Equipment & Labor Rates	
29	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$ 2.00	SQ/FT
30	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
31	Generators, light plants, water pumps, portable toilets and other required equipment or materials	15%	COST PLUS

### NOTES:

1. The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.
2. Includes management of site remediation.
3. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
4. Invoices to be based on submitted and verified load tickets.
5. For all haul distances over 25 miles add \$ .09/cy/mile.



## 2012 Bell County, TX

### ATTACHMENT II

#### EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$120.00
JD 644 Wheel-Loader with debris grapple	Hour	\$130.00
Extendaboom Forklift with debris grapple	Hour	\$95.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$60.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$50.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$60.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$45.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$100.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$120.00
JD 648E Log Skidder, or equivalent	Hour	\$120.00
CAT D4 Dozer	Hour	\$70.00
CAT D6 Dozer	Hour	\$125.00
CAT D8 Dozer	Hour	\$170.00
CAT125 - 140 HP Motor Grader	Hour	\$95.00
JD 690 Trackhoe with debris grapple	Hour	\$120.00
JD 690 Trackhoe with bucket & thumb	Hour	\$105.00
Rubber Tired Trackhoe with debris grapple	Hour	\$125.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$65.00
Rubber Tired Excavator with debris grapple	Hour	\$120.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$135.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$195.00
Hand Fed Debris Chipper	Hour	\$35.00
300 - 400 Tub Grinder	Hour	\$350.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$520.00
30 Ton Crane	Hour	\$150.00
50 Ton Crane	Hour	\$170.00
100 Ton Crane (8 hour minimum)	Hour	\$250.00
40 - 60' Bucket Truck	Hour	\$135.00
Service Truck	Hour	\$60.00
Water Truck	Hour	\$70.00
Portable Light Plant	Hour	\$19.00
Equipment Transports	Hour	\$90.00
Pickup Truck, unmanned	Hour	\$14.00
Self-loading Dump Truck with knuckleboom and debris grapple	Hour	\$132.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$45.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$63.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$72.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$90.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$110.00
Power Screen	Hour	\$160.00
Stacking Conveyor	Hour	\$35.00
Off Road Trucks	Hour	\$150.00
8000 gallon Fuel Tanker	Hour	\$70.00

**Note: All above prices include operator, fuel and maintenance**



## 2012 Bell County, TX

### Labor and Material Rates

<b>Personnel Description</b>	<b>Unit</b>	<b>Unit Price</b>
Operations Manager	Hour	\$60.00
Superintendent with truck, phone and radio	Hour	\$54.00
Foreman with truck, phone and radio	Hour	\$48.00
Safety/Quality Control Inspector with vehicle, phone and radio	Hour	\$50.00
Inspector with vehicle, phone and radio	Hour	\$32.00
Climber with gear	Hour	\$90.00
Saw hand with chainsaw	Hour	\$32.00
Laborers and Flagmen	Hour	\$28.00
Timekeeper	Hour	\$35.00
HazMat Professional	Hour	\$180.00
Household HazMat Inspection and Removal Crew	Hour	\$110.00
Public Assistance Manager	Hour	\$130.00
Documentation Clerk	Hour	\$50.00
Community Assistance/Hot Line Operators	Hour	\$35.00
Generators from 10KW to 300KW	Cost plus 20%	
<b>Materials Description</b>	<b>Unit</b>	<b>Unit Price</b>
Fill Dirt for Stump Holes – Purchased, placed and shaped	CY	\$15.00

### NOTES:

1. The equipment, labor and material rates shown above are for tasks requested by the County which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. CrowderGulf will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. CrowderGulf has access and contacts for any other equipment that might be required and will negotiate a rate with County if need arises for equipment not on list.

## 2012 Bell County, TX

### EXHIBIT A

#### Stump Conversion Table Diameter to Volume CapaParish

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENTS WITH BELL COUNTY, TEXAS FOR THE UTILIZATION OF THREE OF BELL COUNTY'S EMERGENCY MANAGEMENT CONTRACTS WITH O'BRIEN'S RESPONSE MANAGEMENT, INC., CERES ENVIRONMENTAL SERVICES, INC., AND CROWDERGULF, LLC; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, in May 2012, Bell County, Texas solicited proposals for the following emergency management services: 1) debris monitoring services, and 2) disaster and/or storm recovery services;

**Whereas**, the intent of the solicitation is to have contracts in place if and when emergency situations arise – Bell County drafted the solicitations to allow for other local government entities to purchase from the awarded contracts;

**Whereas**, these contracts will assist the City should an emergency situation arise and it is Staff's recommendation to piggy-back onto these three Bell County contracts; 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 Manager, or his designee, is authorized to enter into an interlocal agreement with Bell County, Texas for the utilization of three emergency management contracts with O'Brien's Response Management, Inc., Ceres Environmental Services, Inc., and CrowderGulf, LLC.

**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 16<sup>th</sup> day of August, 2012.

THE CITY OF TEMPLE, TEXAS

---

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE EXECUTION OF EMERGENCY MANAGEMENT CONTRACTS WITH O'BRIEN'S RESPONSE MANAGEMENT, INC., CERES ENVIRONMENTAL SERVICES, INC., AND CROWDERGULF, LLC., PER CONTRACTED TERMS NEGOTIATED AND AGREED TO BY BELL COUNTY, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** in May 2012, Bell County, Texas solicited proposals for the following emergency management services: 1) debris monitoring services, and 2) disaster and/or storm recovery services;

**Whereas,** the intent of the solicitation is to have contracts in place if and when emergency situations arise – Bell County drafted the solicitations to allow for other local government entities to purchase from the awarded contracts;

**Whereas,** these contracts will assist the City should an emergency situation arise and it is Staff's recommendation to piggy-back onto these three Bell County contracts;

**Whereas,** the three contracts are for a term of one (1) year with the option for four (4) one-year extensions; 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 Manager, or his designee, is authorized to execute three emergency management contracts with O'Brien's Response Management, Inc., Ceres Environmental Services, Inc., and CrowderGulf, LLC., per the contracted terms negotiated and agreed to by Bell County, Texas.

**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 16<sup>th</sup> day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

---

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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08/16/12  
Item #5(D)  
Consent Agenda  
Page 1 of 1

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

Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting resolutions authorizing the following related to the City's Purchasing Card (P-Card) Program:

1. An extension of an interlocal agreement with the City of Fort Worth to allow for the utilization of Fort Worth's purchasing card services agreement with JP Morgan Chase; and
2. Execution of a Participation Agreement with JP Morgan Chase that will allow for the City to be a participant in the City of Fort Worth's purchasing card services agreement with JP Morgan Chase.

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

**ITEM SUMMARY:** The City currently utilizes a Purchasing Card (P-Card) program to supplement and enhance the procurement of maintenance, repairs, travel, and miscellaneous operational expenses. P-Cards are not intended to replace effective procurement planning or void any purchasing policies or procedures, but are used to reduce internal purchasing restrictions and to delegate authority. The City currently has 758 P-Cards with an average of 173 being used monthly. For the 12 months ended July 31, 2012, \$3,287,833.71 of City purchases were procured using P-Cards.

On December 16, 2010, the City Council authorized an interlocal agreement with the City of Fort Worth to allow for the utilization of Fort Worth's commercial card (procurement card) agreement with JP Morgan Chase. This contract expires on August 30, 2012. On August 7, 2012, Fort Worth's City Council awarded a new contract to JP Morgan Chase for commercial card services. The contract term is for a period of five (5) years commencing on September 1, 2012, with the option for two (2) two-year renewals.

The City already has an interface in place that allows for efficient weekly processing of P-Card transactions through the JP Morgan Chase system. Accordingly, it is staff's recommendation to piggy-back on Fort Worth's contract with JP Morgan Chase.

**FISCAL IMPACT:** There is no fiscal impact with respect to City expenditures. Annual rebates are paid to the City. The rebate is a variable percentage based on total annual dollars spent through the program. P-Card rebates for FY2010 and FY2011 totaled approximately \$40,000 each year.

**ATTACHMENTS:**

[Resolutions](#)



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN EXTENSION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH'S PURCHASING CARD (P-CARD) AGREEMENT WITH JP MORGAN CHASE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** the City currently utilizes a purchasing card (P-Card) program to supplement and enhance the procurement of maintenance, repairs, travel and miscellaneous operation expenses;

**Whereas,** on December 16, 2010, the City Council authorized an interlocal agreement with the City of Fort Worth to allow for the utilization of Fort Worth's commercial card agreement with JP Morgan Chase – this agreement expires August 30, 2012;

**Whereas,** the City already has an interface in place that allows for efficient weekly processing of P-Card transactions and it is Staff's recommendation to authorize an extension of the interlocal agreement and piggy-back on Fort Worth's contract with JP Morgan Chase;

**Whereas,** the contract is for a period of five (5) years commencing September 1, 2012, with the option for two (2) two-year renewals; 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 authorize an extension to an interlocal agreement with the City of Fort Worth, after approval as to form by the City Attorney, to allow for the utilization of Fort Worth's purchasing card (P-Card) agreement with JP Morgan Chase for a period of five (5) years, with the option for two (2) two-year renewals.

**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 16<sup>th</sup> day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE EXECUTION OF A PARTICIPATION AGREEMENT WITH JP MORGAN CHASE THAT WILL ALLOW FOR THE CITY TO BE A PARTICIPANT IN THE CITY OF FORT WORTH'S PURCHASING CARD AGREEMENT WITH JP MORGAN CHASE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, on December 16, 2010, the City Council authorized an interlocal agreement with the City of Fort Worth to allow for the utilization of Fort Worth's commercial card agreement with JP Morgan Chase – this agreement expires August 30, 2012;

**Whereas**, the City already has an interface in place that allows for efficient weekly processing of P-Card transactions and it is Staff's recommendation to authorize an extension of the interlocal agreement and piggy-back on Fort Worth's contract with JP Morgan Chase;

**Whereas**, the current contract expires on August 30, 2012 – the City of Fort Worth has extended the contract with JP Morgan Chase for a period of five (5) years commencing September 1, 2012, with the option for two (2) two-year renewals; 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 authorize the execution of a Participation Agreement with JP Morgan Chase, after approval as to form by the City Attorney, that will allow for the City to be a participant in the City of Fort Worth's purchasing card services agreement.

**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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

---

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Jonathan Graham  
City Attorney



## **COUNCIL AGENDA ITEM MEMORANDUM**

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08/16/12  
Item #5(E)  
Consent Agenda  
Page 1 of 2

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

Jonathan Graham, City Attorney

### **ITEM DESCRIPTION:** Consider adopting resolutions authorizing:

1. A Discretionary Service Agreement with Oncor Electric Delivery Company LLC ("Oncor Delivery") for the relocation of a portion of their system along Loop 363 in association with the Northwest Loop 363 Pass Through project in an amount not to exceed \$484,108.37.
2. A Discretionary Service Agreement with Oncor Electric Delivery Company LLC ("Oncor") for the relocation of transmission lines along Loop 363 in association with the Northwest Loop 363 Pass Through project in an amount not to exceed \$2,486,941.44.

### **STAFF RECOMMENDATION:** Adopt resolutions as presented in item description.

**ITEM SUMMARY:** (1) Due to the Loop 363 expansion, we originally anticipated the relocation of approximately 70 electricity poles that are part of the Oncor Delivery system. A majority of the poles are in private easements or street right of way and are Oncor's responsibility to relocate. Twenty-two are located in public easements. The City is responsible for the costs associated with moving those poles. On February 16, 2012, Council approved a resolution (2012-6545) authorizing a Discretionary Service Agreement with Oncor Delivery to move the poles at a total cost of \$263,818.94. The previously authorized agreement with Oncor was never executed. Since February, TXDOT has made changes to Oncor's relocation plans which include the addition of twenty poles. All twenty poles are located in existing public easements which make all eligible for reimbursement and thus increase the cost of such relocation to \$484,108.37. Additionally, the revised DSA contains a contingent reimbursement to Oncor for federal income tax liability. The City believes (as does TxDOT in their own dealings with Oncor) that relocations for governmental entities should not be subject to federal taxation. While we anticipate that we will eventually get a ruling that our DSA is not subject to federal income tax, we have included a contingent reimbursement in the proposed DSA. The changes due to additional pole relocations and contingent federal income tax liability bring the total compensation owed by the City to \$484,108.37, which is specified in the resolution we are requesting that you approve.

(2) Also due to the Loop 363 expansion, existing Oncor transmission lines must be moved. On March 1, 2012, Council approved a resolution (2012-6563-R) authorizing a Discretionary Service Agreement in the amount of \$2,267,876 to cover relocation of the transmission lines. However, the prior amount assumed that the relocation of the transmission lines would be complete in 2012. Oncor now states that the relocation will not be complete until 2013. This caused Oncor to increase its estimate of federal income tax liability from 11.2% to 21.2% and add a reimbursement cost of \$219,065.44. As explained above, the City believes (as does TxDOT in their own dealings with Oncor) that relocations for governmental entities should not be subject to federal taxation. While we anticipate that we will eventually get a ruling that our DSA is not subject to federal income tax, we have included a contingent reimbursement in the proposed DSA. Therefore, at this time, Council is asked to approve a resolution authorizing a Discretionary Service Agreement with Oncor in an amount of \$2,486,941.44.

**FISCAL IMPACT:** A total amount of \$2,971,049.81 is needed to fully fund both Discretionary Service Agreements with Oncor. Funds are available in accounts 261-3400-531-2588 and 361-3400-531-2588, project #100681.

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC, FOR THE RELOCATION OF A PORTION OF THEIR SYSTEM ALONG LOOP 363 IN ASSOCIATION WITH THE NORTHWEST LOOP 363 PASS THROUGH PROJECT, IN AN AMOUNT NOT TO EXCEED \$484,108.37; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, due to the Loop 363 expansion, the City originally anticipated the relocation of approximately 70 electricity poles that are part of the Oncor Delivery System - the majority of the poles are in private easements or street right of way, and are Oncor's responsibility to relocate;

**Whereas**, twenty-two poles are located in public easements and the City is liable for the costs associated with relocation of those poles;

**Whereas**, on February 16, 2012, Council approved a resolution authorizing a Discretionary Service Agreement with Oncor Delivery to move the poles at a total cost of \$263,818.94, however the previously authorized agreement was never executed;

**Whereas**, since February, TxDOT has made changes to Oncor's relocation plans which includes the addition of twenty poles – all twenty poles are located in existing public easements which make them eligible for reimbursement, therefore increasing the cost of the relocation to \$484,108.37;

**Whereas**, Oncor's cost of relocation contains a reimbursement to Oncor for federal income tax liability in the amount of \$96,976.85;

**Whereas**, the City believes that relocations for governmental entities should not be subject to reimbursement for federal income tax liability, therefore the City included a contingent reimbursement in the proposed Discretionary Service Agreement;

**Whereas**, funds are available in Account Nos. 261-3400-531-2588 and 361-3400-531-2588, Project No. 100681; 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 Discretionary Services Agreement with Oncor Electric Delivery Company, LLC, after approval as to form by the City Attorney, for relocation of a portion of their system along

Loop 363, in association with the Northwest Loop 363 Pass Through Project, in an amount not to exceed \$484,108.37.

**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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC, FOR THE RELOCATION OF TRANSMISSION LINES ALONG NORTHWEST LOOP 363, IN ASSOCIATION WITH THE NORTHWEST LOOP 363 PASS THROUGH PROJECT, IN AN AMOUNT NOT TO EXCEED \$2,486,941.44; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, due to the Loop 363 expansion, existing Oncor transmission lines must be moved;

**Whereas**, on March 1, 2012, Council approved a resolution authorizing a Discretionary Service Agreement with Oncor Delivery to cover the relocation of transmission lines in the amount of \$2,267,876;

**Whereas**, this amount assumed that the relocation of the transmission lines would be complete in 2012 – Oncor now states that the relocation will not be complete until 2013 and this has caused Oncor to increase its estimate of federal income tax liability from 11.2% to 21.2% and add a reimbursement cost of \$219,065.44;

**Whereas**, Oncor's total cost of relocation includes a reimbursement to Oncor for federal income tax liability in the amount of \$447,227.65 and the City believes that relocations for governmental entities should not be subject to reimbursement for federal income tax liability, therefore the City included a contingent reimbursement in the proposed Discretionary Service Agreement;

**Whereas**, funds are available in Account Nos. 261-3400-531-2588 and 361-3400-531-2588, Project No. 100681; 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 Discretionary Services Agreement with Oncor Electric Delivery Company, LLC, after approval as to form by the City Attorney, for the relocation of transmission lines along the Northwest Loop 363 Pass Through Project, in an amount not to exceed \$2,486,941.44.

**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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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08/16/12  
Item #5(F)  
Consent Agenda  
Page 1 of 1

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

Jonathan Graham, City Attorney  
Nicole Torralva, P.E., Director of Public Works

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the City Manager to execute a Contract for Services with Bell County Iron & Recycling Co. Inc., d/b/a Temple Iron & Metal to provide recycling services related to the City's expanded pilot recycling program.

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

**ITEM SUMMARY:** The City currently has a pilot program for the collection of residential recyclable materials in certain areas in the City. At this time, two trash routes are included in the pilot recycling program and all materials collected are delivered to Temple Iron & Metal for processing. The City wishes to expand the pilot program to include two additional routes, therefore the pilot program will cover the trash routes designated as North Side, East Side, South Side, and West Side.

The City and Temple Iron & Metal wish to enter into a services contract in which Temple Iron & Metal agrees to accept and process all recyclable materials collected from the four routes listed above and delivered to Temple Iron & Metal's processing facilities. Temple Iron & Metal also agrees to pay to the City \$0.03 for every pound of recyclable materials delivered to the processing facilities.

The Staff has studied recycling programs in other cities and feels that given the limited scale of the City's pilot program that the proposed pricing is fair and reasonable to both parties.

The proposed agreement contains a provision in which the vendor acknowledges that the City is currently in the pilot phase of its recycling program and that if the City initiates a permanent city wide recycling program that the City intends to use the competitive bidding process and that the pricing and/or pricing model in this interim agreement may or may not be extended or applicable in an agreement for a city-wide recycling program.

**FISCAL IMPACT:** The City will have four routes (or approximately 20% of customers) on the pilot program in FY 2013. We project annual revenue of approximately \$50,000 will be brought in with the pilot program in FY 2013 based on the contract rate of \$0.03 for each pound of recyclable materials delivered to the processing facilities.

**ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2012-6689-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH BELL COUNTY IRON & RECYCLING CO., INC., D/B/A TEMPLE IRON & METAL, TO PROVIDE RECYCLING SERVICES RELATED TO THE CITY'S EXPANDED PILOT RECYCLING PROGRAM; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the City currently has a pilot program for the collection of residential recyclable materials in certain areas in the City;

**Whereas**, at this time, two trash routes are included in the pilot recycling program and all materials collected are delivered to Temple Iron & Metal for processing - the City intends to add two more routes to the pilot recycling program;

**Whereas**, the City and Temple Iron & Metal wish to enter into a services contract in which Temple Iron & Metal agrees to accept and process all recyclable materials collected and delivered to Temple Iron & Metal's processing facilities – Temple Iron & Metal agrees to pay the City \$0.03 for every pound of recyclable materials delivered to the processing facilities;

**Whereas**, Staff has studied recycling programs in other cities and feels that, given the limited scale of the City's pilot program, the proposed pricing is fair and reasonable to both parties; 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 for Services with Bell County Iron & Recycling Co., Inc., d/b/a Temple Iron & Metal, after approval as to form by the City Attorney, to provide recycling services related to the City's expanded pilot recycling program.

**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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

---

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney



## **COUNCIL AGENDA ITEM MEMORANDUM**

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08/16/12  
Item #5(G)  
Consent Agenda  
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**DEPT./DIVISION SUBMISSION & REVIEW:**

Nicole Torralva, P.E., Director of Public Works  
Belinda Mattke, Director of Purchasing

**ITEM DESCRIPTION:** Consider adopting a resolution ratifying an annual contract with Magna-Flow Environmental of Austin for the hauling and disposal of Membrane Water Treatment Plant cleaning waste for FY 2012 in the estimated annual amount of \$34,000.

**STAFF RECOMMENDATION:** Adopt a resolution as described in item description.

**ITEM SUMMARY:** In the spring of 2011, it was determined that an annual contract was needed for the hauling and disposal of clean-in-place ("CIP") waste from the Membrane Water Treatment Plant. As shown on the attached bid tabulation, on Tuesday, May 17, 2011, three (3) sealed bids were received for this service. The low bid was from Magna-Flow Environmental of Austin at a price of 4¢ per gallon. The City paid Magna-Flow \$6,720 under this contract in FY 2011.

Staff was pleased with the services provided by Magna-Flow in FY 2011, and Magna-Flow was willing to keep their price firm at 4¢ per gallon for FY 2012, so an annual contract was administratively approved for FY 2012 since it was not anticipated that the contract would go over \$25,000 for the year. It was determined at the end of July 2012 that there was a need to extend the contract above \$25,000 for FY 2012, and accordingly, staff is requesting that Council ratify this contract.

The original bid allowed for four (4) additional one-year extensions. FY 2012 was the first annual renewal.

**FISCAL IMPACT:** The FY 2012 adopted budget for the Water Treatment Plant includes adequate funding to support this contract in account 520-5121-535-2338.

**ATTACHMENTS:**

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

Tabulation of Bids Received  
on May 17, 2011 at 2:30 p.m.  
Hauling and Disposal of Membrane CIP Waste

	Bidders		
	Magna-Flow Environmental Austin, TX	Southwaste Disposal, LLC Pflugerville, TX	S&M Vacuum & Waste Killeen, TX
Description			
Price per Gallon for Hauling and Disposal of CIP Waste at Contractor Provided Location	\$0.04	\$0.1165	\$0.45
Local Preference	No	No	No
Exceptions	None	None	Yes
Insurance Affidavit	Yes	Yes	Yes
Credit Check Authorization	Yes	Yes	Yes

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

*Note: Highlighted bid is recommended*

***Belinda Mattke***

***17-May-11***

Belinda Mattke, Director of Purchasing

Date

RESOLUTION NO. 2012-6690-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING AN ANNUAL CONTRACT WITH MAGNA-FLOW ENVIRONMENTAL OF AUSTIN, TEXAS, FOR THE HAULING AND DISPOSAL OF MEMBRANE WATER TREATMENT PLANT CLEANING WASTE FOR FY 2012, IN THE ESTIMATED ANNUAL AMOUNT OF \$34,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas,** in the spring of 2011, it was determined that an annual contract was needed for the hauling and disposal of clean-in-place (“CIP”) waste from the Membrane Water Treatment Plant;

**Whereas,** on May 17, 2011, three sealed bids were received for this service and a contract was signed with Magna-Flow Environmental – Staff has been pleased with the services provided by Magna-Flow and Magna-Flow was willing to keep their price firm at 4¢ per gallon for FY12;

**Whereas,** the FY12 annual contract was administratively approved since it was not anticipated that the contract would exceed the \$25,000 threshold, however it was determined at the end of July 2012, that there was a need to extend the contract above \$25,000 and therefore Staff is requesting that Council ratify this contract;

**Whereas,** funds are available in Account No. 520-5121-535-2338 for to support this contract; 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 ratifies the contract between the City of Temple and Magna-Flow Environmental of Austin, Texas, and authorizes the City Manager, or his designee, to execute the contract, after approval as to form by the City Attorney, for hauling and disposal of Membrane Water Treatment Plant cleaning waste, in the estimated annual amount of \$34,000.

**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 16<sup>th</sup> day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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08/16/12  
Item #5(H)  
Consent Agenda  
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### **DEPT./DIVISION SUBMISSION & REVIEW:**

Jonathan Graham, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a five year lease agreement with Scott & White EMS, Inc., for lease of the property located at 505 North 3rd Street, Temple, Texas.

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

**ITEM SUMMARY:** Scott & White has requested to lease the old Main Fire Station located at 505 North 3<sup>rd</sup> Street Under the lease, Scott & White will be responsible for all utilities, janitorial services, and other routine maintenance of the building. They also assume responsibility for structure repairs (e.g., roof repairs) and repairs or replacement of the HVAC system. This is an “as is” lease since the City is not making any adjustments or upgrades to the space. The initial term of the lease is five (5) years with the option to renew for two additional five (5) year periods.

The rent payment will be \$7,500 per month. However, Scott & White shall be given a credit of \$194,267.27 toward the rent amounts due under the terms of this lease. The credit is in lieu of a commitment by the City to demolish a structure on South 5<sup>th</sup> Street and reflects the fact that Scott & White actually demolished the structure. This credit shall be applied at the rate of \$7,500 per month commencing on the first rent payment and continuing monthly thereafter until a total of \$194,269.27 has been credited.

**FISCAL IMPACT:** The total credit to be given is \$194,269.27. A credit of \$7,500 will be distributed evenly over 25 months. The final month (month 26), the credit will be \$6,767.27. The lease is estimated to begin in September 2012, which would result in the first month that a payment would be collected from Scott & White to be in October 2014 in the amount of \$732.73 and the full \$7,500 monthly lease payment to be collected beginning in November 2014 until the end of the lease term.

### **ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2012-6691-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A FIVE YEAR LEASE WITH SCOTT & WHITE EMS, INC., FOR THE LEASE OF THE PROPERTY LOCATED AT 505 NORTH 3<sup>RD</sup> STREET, TEMPLE, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas,** Scott & White EMS, Inc. has requested to lease the old Main Fire Station at 505 North 3<sup>rd</sup> Street – under the lease, Scott & White will be responsible for all utilities, janitorial services, and other routine maintenance of the building;

**Whereas,** the initial term of the lease is five years, commencing September 2012, with the option to renew for two additional five year periods;

**Whereas,** the rent payment will be \$7,500 per month, however, Scott & White shall be given a credit of \$194,267.27 toward the rent amount due under the terms of this lease – the credit is in lieu of a commitment by the City to demolish a structure on South 5<sup>th</sup> Street and this credit reflects the fact that Scott & White actually demolished the structure;

**Whereas,** this credit shall be applied at the rate of \$7,500 per month commencing on the first rent payment date and continuing monthly thereafter until a total of \$194,269.27 has been credited; 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 authorize a five year lease with Scott & White EMS, Inc. for the lease of the property located at 505 North 3<sup>rd</sup> Street, Temple, Texas, for an initial term of five years with the option to renew for two additional five year periods, in the amount of \$7,500 per month.

**Part 2:** Scott & White EMS, Inc. will be given a credit of \$194,267.27 toward the rent amount due under the terms of this lease – the credit is in lieu of a commitment by the City to demolish a structure on South 5<sup>th</sup> Street and reflects the fact that Scott & White actually demolished the structure.

**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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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Item #5(I)  
Consent Agenda  
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### **DEPT./DIVISION SUBMISSION & REVIEW:**

Traci L. Barnard, Director of Finance

**ITEM DESCRIPTION:** Consider adopting a resolution approving third quarter financial results for Fiscal Year 2012.

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

**BACKGROUND:** This item will present in detail the third quarter ending June 30, 2012, for the General, Water & Sewer, Hotel/Motel Tax, Drainage, and Self-Funded Health Insurance Funds.

Included with these third quarter results will be various schedules detailing grants, sales tax, capital projects and investments.

The third quarter financial statements also include a forecast of year-end financial results for the General Fund as of September 30, 2012.

**FISCAL IMPACT:** N/A

### **ATTACHMENTS:**

[Quarterly Financial Statements - available in the City Secretary's Office Resolution](#)

RESOLUTION NO. 2012-6692-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE THIRD QUARTER FINANCIAL RESULTS FOR FISCAL YEAR 2012; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the third quarter financial results for FY 2012 need to be approved by the City Council;

**Whereas**, included in the third quarter results are various schedules detailing grants, sales tax, capital projects, investments and a forecast of year-end financial results for the General Fund as of September 30, 2012; and

**Whereas**, the City Council 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 approves the third quarter fiscal year 2012 financial results, 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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

---

Jonathan Graham  
City Attorney



## **COUNCIL AGENDA ITEM MEMORANDUM**

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08/16/12  
Item #5(J)  
Consent Agenda  
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**DEPT./DIVISION SUBMISSION & REVIEW:**

Traci Barnard, Director of Finance

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing budget amendments for fiscal year 2011-2012.

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

**ITEM SUMMARY:** This item is to recommend various budget amendments, based on the adopted FY 2011-2012 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

**FISCAL IMPACT:** The total amount of budget amendments is \$29,905.

**ATTACHMENTS:**

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

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2012 BUDGET**  
**August 16, 2012**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2041-521-1119		Overtime (Police Dept. - GIU)	\$ 11,000	
110-0000-442-0718		Police Overtime for Juvenile Block Grant		\$ 11,000
This budget adjustment appropriates additional revenue for the Juvenile Block Grant and appropriates the offsetting expense.				
110-2370-540-2516		Judgments & Damages (Solid Waste - Rolloff)	\$ 3,905	
110-1500-515-6531		<b>Contingency - Judgments &amp; Damages</b>		<b>\$ 3,905</b>
Deductible reimbursement to the Texas Municipal League for damage to a parked vehicle after it was allegedly struck by a garbage truck at the CEFCO station.				
520-5200-535-2250		Meters & Meter Boxes (Water Distribution)	\$ 15,000	
520-0000-443-2525		Tap Fees		\$ 15,000
This budget adjustment recognizes additional revenue due to the increase number of water tap installations for new service. This budget adjustment also appropriates the expense related to the new tap installations.				
<b>TOTAL AMENDMENTS</b>			<b>\$ 29,905</b>	<b>\$ 29,905</b>

GENERAL FUND		
Beginning <b>Contingency</b> Balance		\$ -
Added to Contingency Sweep Account		\$ -
Carry forward from Prior Year		\$ -
Taken From Contingency		\$ -
Net Balance of Contingency Account		\$ -
Beginning <b>Judgments &amp; Damages</b> Contingency		\$ 80,000
Added to Contingency Judgments & Damages from Council Contingency		\$ -
Taken From Judgments & Damages		\$ (41,757)
Net Balance of Judgments & Damages Contingency Account		\$ 38,243
Beginning <b>Compensation</b> Contingency		\$ 863,600
Added to Compensation Contingency		\$ -
Taken From Compensation Contingency		\$ (863,600)
Net Balance of Compensation Contingency Account		\$ -
<b>Net Balance Council Contingency</b>		<b>\$ 38,243</b>
Beginning Balance <b>Budget Sweep</b> Contingency		\$ -
Added to Budget Sweep Contingency		\$ -
Taken From Budget Sweep		\$ -
Net Balance of Budget Sweep Contingency Account		\$ -
WATER & SEWER FUND		
Beginning <b>Contingency</b> Balance		\$ 50,000
Added to Contingency Sweep Account		\$ -
Taken From Contingency		\$ (46,750)
Net Balance of Contingency Account		\$ 3,250

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2012 BUDGET**  
**August 16, 2012**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		Beginning <b>Compensation</b> Contingency		\$ 97,000
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ (92,916)
		Net Balance of Compensation Contingency Account		\$ 4,084
		<b>Net Balance Water &amp; Sewer Fund Contingency</b>		<b>\$ 7,334</b>
		<b>HOTEL/MOTEL TAX FUND</b>		
		Beginning <b>Contingency</b> Balance		\$ 79,303
		Added to Contingency Sweep Account		\$ -
		Carry forward from Prior Year		\$ -
		Taken From Contingency		\$ (34,444)
		Net Balance of Contingency Account		\$ 44,859
		Beginning <b>Compensation</b> Contingency		\$ 11,300
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ (11,300)
		Net Balance of Compensation Contingency Account		\$ -
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>		<b>\$ 44,859</b>
		<b>DRAINAGE FUND</b>		
		Beginning <b>Compensation</b> Contingency		\$ 13,200
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ (13,200)
		Net Balance of Compensation Contingency Account		\$ -
		<b>FED/STATE GRANT FUND</b>		
		Beginning <b>Contingency</b> Balance		\$ 24,387
		Carry forward from Prior Year		\$ 12,105
		Added to Contingency Sweep Account		\$ 22,327
		Taken From Contingency		\$ (29,131)
		Net Balance of Contingency Account		\$ 29,688

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO  
THE 2011-2012 CITY BUDGET; AND PROVIDING AN OPEN  
MEETINGS CLAUSE.

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**Whereas**, on the 1<sup>st</sup> day of September, 2011, the City Council approved a budget for the 2011-2012 fiscal year; and

**Whereas**, the City Council deems it in the public interest to make certain amendments to the 2011-2012 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 2011-2012 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 16<sup>th</sup> day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Jonathan Graham  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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

Autumn Speer, Director of Community Services

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING - Z-FY-12-55: Consider adopting an ordinance authorizing an amendment to Ordinance 2010-4413, Temple Unified Development Code, Article 7.5 “Signs” to amend requirements for State and National Flags in nonresidential zoning districts.

**P&Z COMMISSION RECOMMENDATION:** At its August 6, 2012 meeting, the Planning and Zoning Commission voted 8/0 in accordance with staff recommendation to recommend approval of the amendment to the Unified Development Code set forth in the item description above.

**STAFF RECOMMENDATION:** Conduct public hearing and adopt ordinance as presented in item description, on first reading, and schedule second reading and final adoption for September 6, 2012.

**ITEM SUMMARY:** Staff has received direction from City Manager’s Office in response to an outside request to prepare a text amendment addressing the current height limitation applied to State and National flags on nonresidential property.

**PROPOSED SIGN AMENDMENT:** This proposed amendment modifies Article 7.5 of the UDC. The current ordinance limits State and National Flags to a height of 50’ in nonresidential districts. The proposed ordinance removes the height limitation unless located within 100’ of a residential district in which case the 50’ height limit must be maintained.

Current:

Type	District Permitted	Maximum Area	Permit Required	Time Limit	Standards
Flag, State and National	All	375 SF along I-35 and HK Dodgen Loop. 150 SF in nonresidential district. 48 SF in residential district.	NO	None	Anytime the American flag is displayed, it will be in accordance with Public Law 94-344, dated July 7, 1976, and will not be torn, tattered or faded.  Height of pole must not exceed 50 feet in nonresidential districts or 20 feet in residential districts.

Proposed:

Type	District Permitted	Maximum Area	Permit Required	Time Limit	Standards
Flag, State and National	All	375 SF along I-35 and HK Dodgen Loop. 150 SF in nonresidential district. 48 SF in residential district.	NO	None	Anytime the American flag is displayed, it will be in accordance with Public Law 94-344, dated July 7, 1976, and will not be torn, tattered or faded.  Nonresidential Districts: No limit on height of pole except height of pole must not exceed 50 feet if located within 100 feet of residential uses or zoning districts  Residential Districts: Height of pole must not exceed 20 feet

**PUBLIC NOTICE:**

The newspaper printed notice of the Planning and Zoning Commission public hearing on July 26, 2012, in accordance with state law and local ordinance.

**FISCAL IMPACT:** NA




**ATTACHMENTS:**

[Attachment 1: Article 7.5 – Sign Table Excerpt](#)  
[P&Z Excerpts](#)  
[Ordinance](#)



# ATTACHMENT 1

## Article 7: General Development Standards Sec. 7.5 Signs

Fence Sign	All except res. and AG	25% of fence area, not to exceed 60 SF	Yes	None	<p>One per street frontage</p> <p>Fence signs must be affixed directly to and flush with the fence. Extender poles are not allowed.</p> <p>Fence signs are prohibited in shopping centers.</p>	
Flag, Corporate and Spirit	All except res. and AG	48 SF	No	None	<p>One per 40 feet of street frontage, separated by a minimum of 5 feet, not to exceed 10 flags per property.</p> <p>Combinations of corporate flags, spirit flags and pole banners may be used, but may not exceed a combined total of 10.</p> <p>Height of pole must not exceed 35 feet.</p> <p>When tags become torn, tattered or faded, they must be removed or replaced.</p>	
Flag, State and National	All	<p>375 SF along I-35 and H. K. Dodgen LP.</p> <p>150 SF in nonresidential district.</p> <p>48 SF in residential district.</p>	No	None	<p>Anytime the American flag is displayed, it will be in accordance with Public Law 94-344, dated July 7, 1976, and will not be torn, tattered or faded.</p> <p><u>Nonresidential Districts: No limit on height of pole except height of pole must not exceed 50 feet if located within 100 feet of residential uses or zoning districts.</u></p> <p><u>Residential Districts: Height of pole must in nonresidential districts or not exceed 20 feet in residential districts.</u></p>	

**EXCERPTS FROM THE  
PLANNING & ZONING COMMISSION MEETING  
MONDAY, AUGUST 6, 2012**

**ACTION ITEMS**

**Item 6: Z-FY-12-55** – Hold a public hearing to consider and recommend action on an amendment to Ordinance No. 2010-4413, Temple Unified Development Code, Article 7.5, Signs, to amend requirements for State and National Flags in nonresidential zoning districts.

Ms. Speer stated this item came as an outside request through the City Manager's Office and Staff has been directed to prepare a text amendment which would apply Citywide. There is a limitation of 50 feet for how high the pole can be. A maximum area of 375 square feet on I-35 and 150 square feet in other nonresidential districts. The proposed change would be no limit on the height of the pole, however, it could not go over 50 feet if located within 100 feet of a residential area.

Staff recommends approval of this item.

Commissioner Pilkington asked about the height of other flags in Temple and Ms. Speer stated the flag at Johnson Brothers Ford is 70 feet and the one on Adams (bank) is also 70 feet high. Currently, the height limit is 50 feet. The proposal would be to have no limit on the height unless it is located within 100 feet of a residential area it would require a maximum height of 50 feet. The area of the flag would not change.

Chair Martin opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Pilkington made a motion to approve Item 6, **Z-FY-12-55**, as proposed and Commissioner Talley made a second.

*Motion passed: (8:0)*

Commissioner Rhoads absent

ORDINANCE NO. 2012-4549

[Z-FY-12-55]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING ORDINANCE NO. 2010-4413, THE “UNIFIED DEVELOPMENT CODE,” ARTICLE 7.5, ENTITLED “SIGNS”, TO AMEND REQUIREMENTS FOR STATE AND NATIONAL FLAGS IN NONRESIDENTIAL ZONING DISTRICTS; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on December 16, 2010, the City of Temple adopted Ordinance No. 2010-4413, the “Unified Development Code,” which is a consolidated set of land development regulations related to zoning, platting and site design;

**Whereas**, at its August 6 2012 meeting, the Planning and Zoning Commission voted to amend Article 7.5, entitled, “Signs,” to amend requirements for State and National Flags in nonresidential zoning districts;

**Whereas**, Staff has received direction from the City Manager’s office in response to an outside request to prepare this text amendment addressing the current height limitation applied to State and National flags on nonresidential property; and

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

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

**Part 1:** The City Council approves an amendment to Ordinance No. 2010-4413, the “Unified Development Code,” by amending Article 7.5, entitled, “Signs,” to amend requirements for State and National Flags in nonresidential zoning districts, said amendment being more fully described in Exhibit A, attached hereto for all purposes.

**Part 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

**Part 3:** 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 4:** This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

**Part 5:** 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 **16<sup>th</sup>** day of **August**, 2012.

PASSED AND APPROVED on Second Reading on the **6<sup>th</sup>** day of **September**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Lacy Borgeson  
City Secretary

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Jonathan Graham  
City Attorney



## CITY COUNCIL AGENDA MEMORANDUM

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08/16/12  
Item #7  
Regular Agenda  
Page 1 of 3

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

Beverly Zendt AICP, Senior Planner

**ITEM DESCRIPTION:** Z-FY-12-51: Consider adopting a resolution authorizing an appeal of Section 6.7.5.G, "Signs", of the Unified Development Code related to standards in the I-35 Corridor Overlay Zoning District for a vehicle sales establishment currently under construction at 7455 South General Bruce Drive.

**P&Z COMMISSION RECOMMENDATION:** At its August 6, 2012 meeting, the Planning and Zoning Commission voted 6 to 2 (1 Commissioner absent) to recommend approval of an appeal to standards of Section 6.7.5 of the Unified Development Code related to the following:

1. An appeal of standards relating to height restrictions for proposed Ford sign (Sign 1).
2. An appeal of standards relating to height to width ratio standard for Ford sign (Sign 1).
3. An appeal of standards relating to height to width ratio standard for Lincoln sign (Sign 2).

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

1. Staff recommends **disapproval** of the appeal of standards relating to height restrictions for proposed Ford sign (Sign1).
2. Staff recommends **approval** of height to width ratio standard for Ford sign (Sign 1) – **if height is reduced.**
3. Staff recommends **approval** of height to width ratio standard for Lincoln sign (Sign 2).

**ITEM SUMMARY:** The applicant, locally known as Johnson Brothers Ford, is currently constructing a 50,000 sq. ft. car dealership on approximately 16 acres of land with 730 ft. of frontage along Interstate 35. The applicant was granted an exception for landscaping on October 17, 2011. As allowed in Unified Development Code Sec. 3.1.3.D, the applicant is requesting an appeal to certain sign requirements established for the I-35 Corridor Overlay zoning district.

The new facility will be located 7455 S.General Bruce Drive and it is anticipated that construction will be complete in October 2012. The applicant has proposed two pylon signs, one for the Ford dealership (Sign 1) and one for the Lincoln dealership (Sign 2), set back approximately 25 ft. from the property line along South General Bruce Drive. A 47 ft. tall sign (relocated from the previous dealership location at 503 North General Bruce Drive) featuring reinforced fiberglass cladding on the support column is proposed for the Ford sign (Sign1). A 24.3 ft. tall sign featuring reinforced fiberglass cladding on a tapered support column is proposed for Lincoln sign (Sign 2.) Both signs will be internally illuminated.

Section 6.7 of the Unified Development Code establishes the following sign standards for proposed signs in the I-35 Overlay District:

### I. Permitted Sign Types

The table below establishes the sign types and standards that are permitted.

Use	Sign Type	Max. Number of Sign Faces	Max. Height	Max. Area (per sign face)	Min. Setback (from property line)	Min. Spacing Between Signs
All Permitted Uses	Wall Sign	1 per public façade (max. 2)	NA (no projection above building)	10% of façade face or 300 sq ft max (whichever is greater)	NA	NA
All Permitted Uses	Window Sign	NA	NA	20% of window area	NA	NA
All Permitted Uses	Monument Sign	2	8'	50 sq ft	0'	25'
All Permitted Uses	Pylon Sign	2	25'	200 sq ft	10'	50'
Travel Related Uses (Fuel Sales, Overnight Accommodations, and Restaurant Uses)	Pylon Sign	2	40'	300 sq ft	15'	100'
Multi-Tenant Site	Monument Sign	2	10'	65 sq ft	0'	25'
Multi-Tenant Site	Pylon Sign	2	40'	400 sq ft	15'	300'

Additionally, Section 6.7.5 G of the UDC establishes the following standards:

- Signs must be finished in the same primary masonry building material 6.7.5 G (4);
- All signs (not monument) must be internally lit 6.7.5 G (5); and
- All pylon signs in the I-35 Corridor must have a minimum height to width ratio of 1:15 for the support structure or base 6.7.5 G (6).

The applicant has demonstrated compliance with I-35 Overlay District Sign standards with exception to the following:

1. Height of Ford sign (Sign1) exceeds maximum height allowed of 25 ft.
2. Height to width ratio of Ford sign (Sign 1) does not meet minimum standard of 1:15.
3. Height to width ratio of Lincoln sign (Sign 2) does not meet minimum standard of 1:15.

### I-35 APPEAL SUMMARY

<b>I-35 Requirements/Freeway/Commercial Requirements</b>	<b>Additional Proposed Sign 1 (Ford)</b>	<b>Meets Requirements?</b>
<b>Signs</b>		
Height – 25'	47'	<b>NO</b>
Maximum Area per sign face – 200 sq.ft.	152 sq. ft	YES
Minimum Setback - 10'	Approximately 25'	YES
Minimum Spacing between signs – 50'	Approximately 60'	YES
Pylon enclosure compatible with primary material of the building	Reinforced fiberglass cladding	YES
1:15 height to width ratio of the base	1:098-proposed base 4'6" wide – required 7'	<b>YES - Base would be in full compliance with 25' height</b>
Maximum Signs Per Site – 2	1 of 2	YES
<b>I-35 Requirements/Freeway/Commercial Requirements</b>	<b>Additional Proposed Sign 2 (Lincoln)</b>	<b>Meets Requirements?</b>
<b>Signs</b>		
Height –25'	24.3'	YES
Maximum Area per sign face – 200 sq.ft.	102 sq. ft	YES
Minimum Setback - 10'	Approximately 25'	YES
Minimum Spacing between signs – 50'	Approximately 60'	YES
Pylon enclosure compatible with primary material of the building	Reinforced fiberglass cladding	YES
1:15 height to width ratio of the base	1:095- proposed base is 2'4" wide – required 3'7"	<b>NO –Base would need to be 3'7" wide to comply</b>
Maximum Signs Per Site – 2	1 of 2	YES

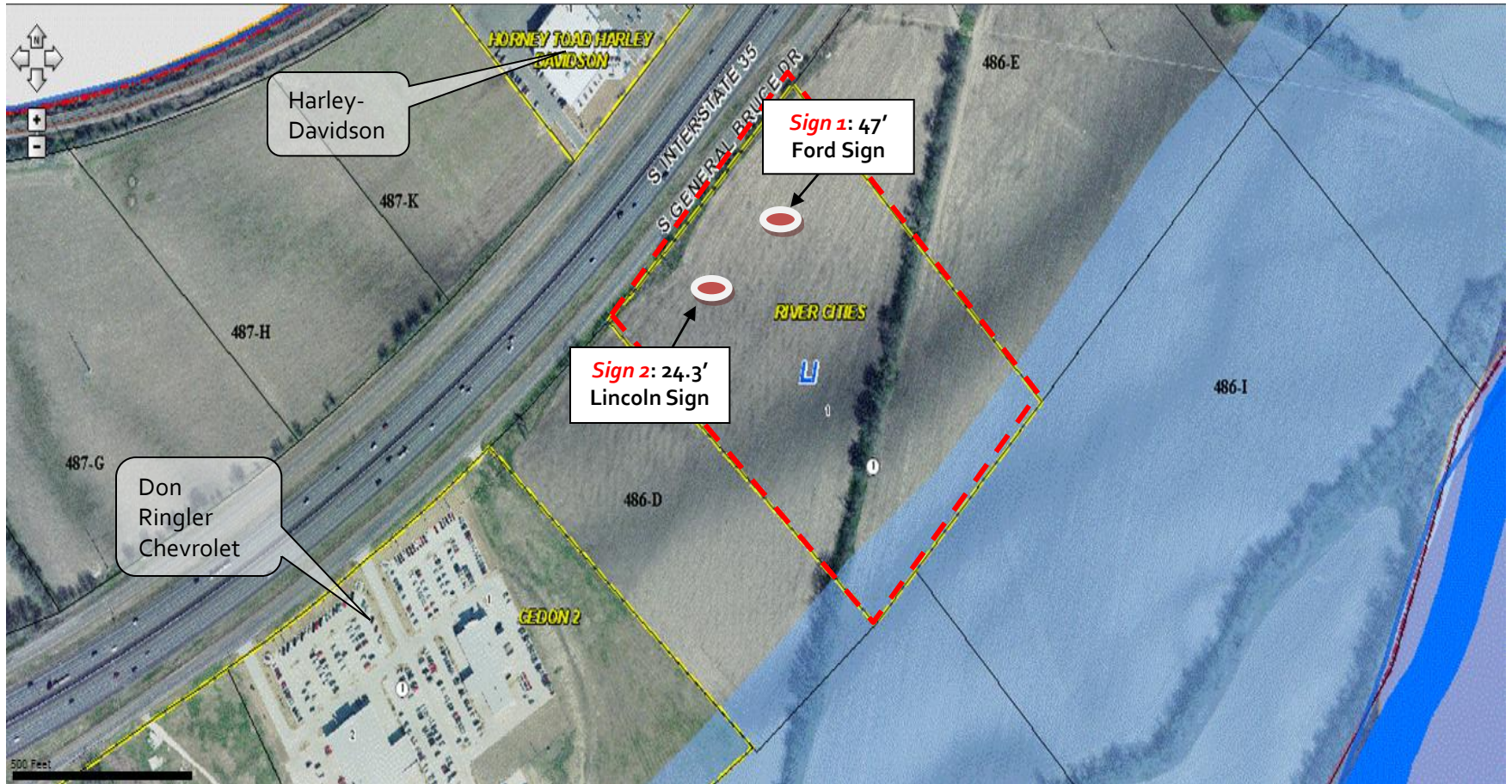
**FISCAL IMPACT:** Not Applicable

### **ATTACHMENTS:**

[Location Map and Aerial](#)  
[Existing Conditions](#)  
[Site Plan](#)  
[Sign Detail Ford Sign](#)  
[Sign Detail Lincoln Sign](#)  
[P&Z Excerpts](#)  
[Resolution](#)



# 7455 South General Bruce Drive.

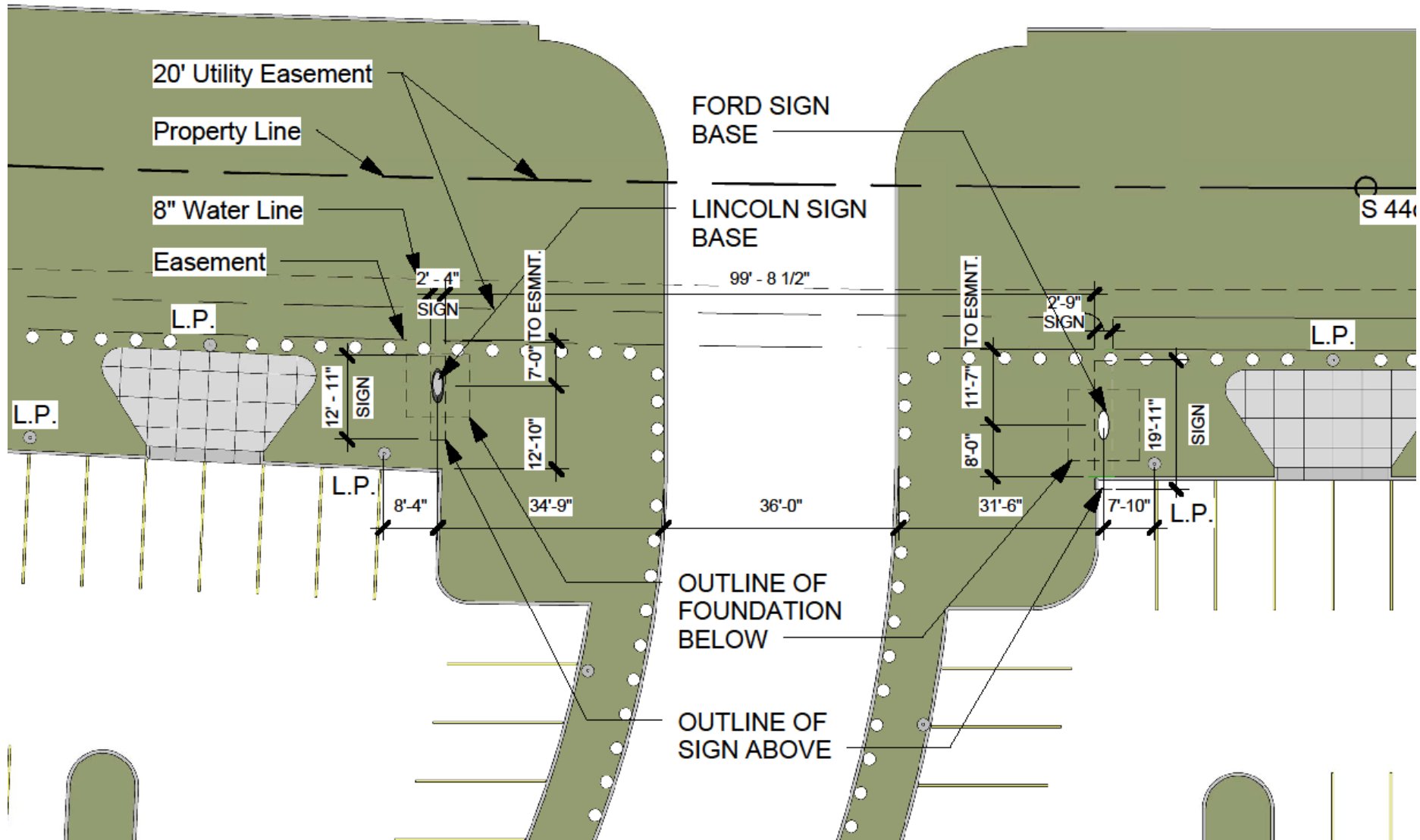




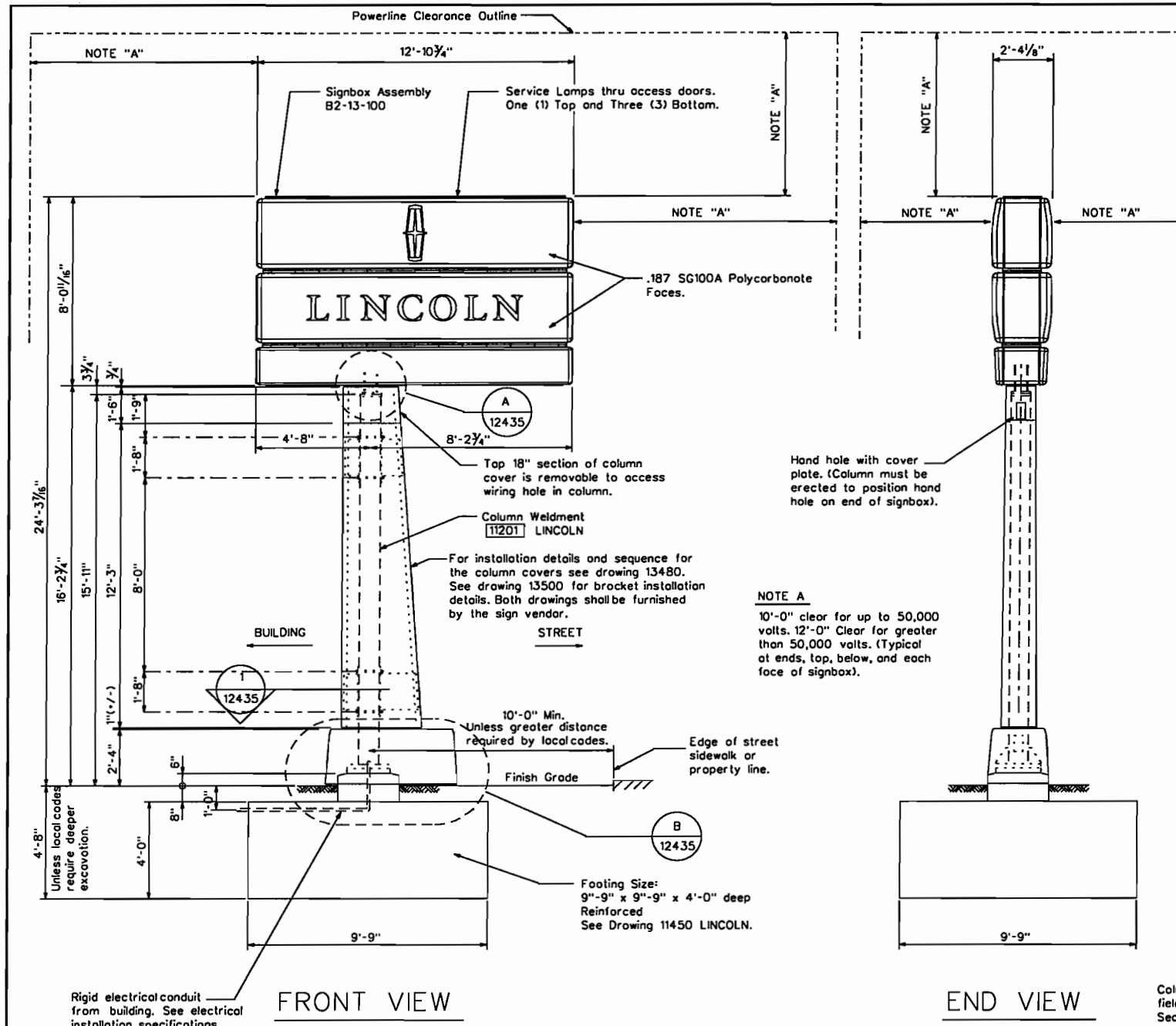
# Existing Conditions



# Site Plan





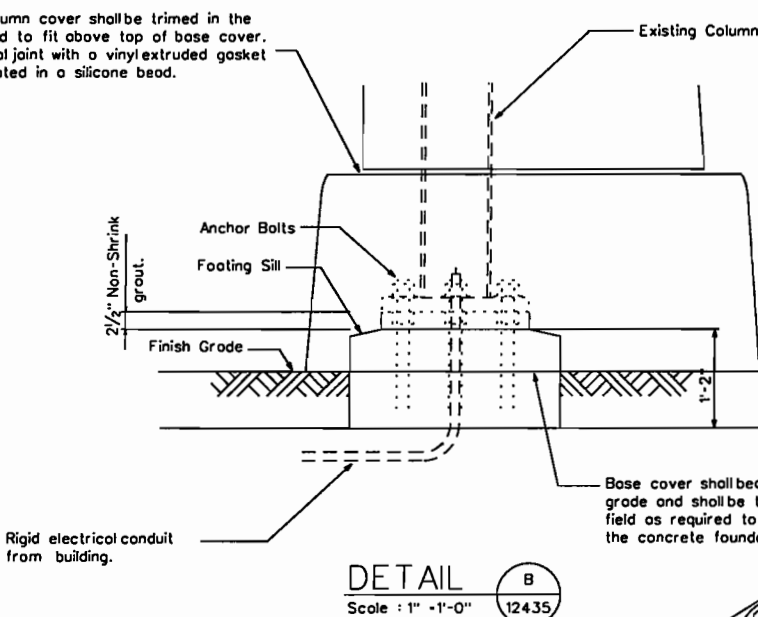


**B2-13-100 SIGN INSTALLATION**  
**18'-0 MOUNTING HEIGHT**  
 Scale :  $\frac{3}{8}$ " = 1'-0"

**WARNING:**  
 Do not set signbox until 7 days  
 after foundation has been poured.

**ELECTRICAL INFORMATION:**  
 14-F84T12 CW/HO Fluorescent lamps  
 2-F36T12 CW/HO Fluorescent lamps.  
 3-Ballast for 4-F84T12 lamps  
 1-Ballast for 2-F84T12 lamps  
 and 2-F36T12 lamps.  
 1-20 Amp. circuit.

Rigid electrical conduit  
 from building.



New brackets shall be installed to  
 the spacing for thru bolts shown on  
 the front elevation. Care shall be taken  
 to accurately drill the holes in true  
 alignment.

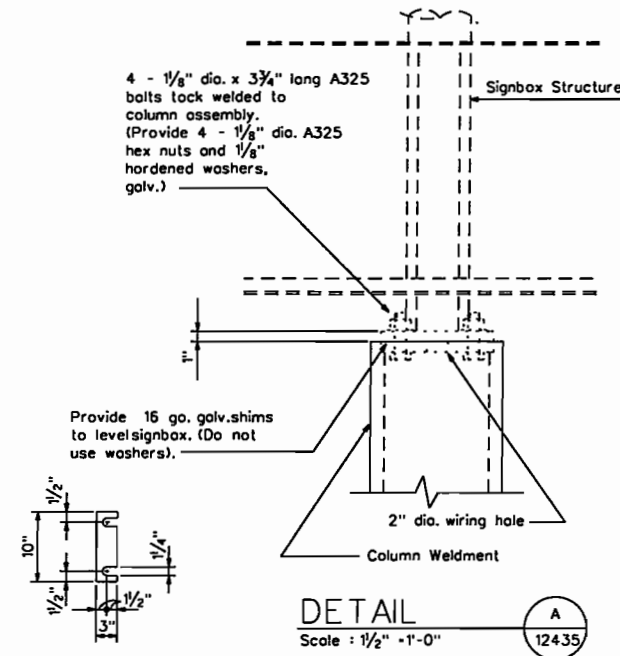
Field drill  $\frac{1}{2}$ " Dia. holes for  
 $\frac{3}{8}$ " thru bolts on vertical  
 centerline of column.

Existing column cover  
 shall remain in position.

Column cover shall be trimmed in the  
 field to fit above top of base cover.  
 Seal joint with a vinyl extruded gasket  
 seated in a silicone bead.

Anchor Bolts  
 Footing Sill  
 Finish Grade

Base cover shall bear on finished  
 grade and shall be trimmed in the  
 field as required to fit around the  
 concrete foundation.



Provide 16 go. galv. shims  
 to level signbox. (Do not  
 use washers).

4 -  $\frac{1}{8}$ " dia. x  $3\frac{3}{4}$ " long A325  
 bolts lock welded to  
 column assembly.  
 (Provide 4 -  $\frac{1}{8}$ " dia. A325  
 hex nuts and  $\frac{1}{8}$ "  
 hardened washers,  
 galv.)

# **INSTALLATION SEQUENCE**

- IF THIS SIGNBOX INSTALLATION IS ON AN EXISTING P28 COLUMN AND FOUNDATION BEGIN SEQUENCE AT NOTE \*4.
- PROVIDE UNDERGROUND POWER FEED TO THE SIGN AT THE LOCATION SHOWN ON SKETCH AND IN ACCORDANCE WITH ELECTRICAL SPECIFICATIONS.
- INSTALL FOUNDATION TO DETAILS SHOWN ON DRAWING 11450. ANCHOR BOLTS SHALL BE SET TO CORRECT ELEVATION AND POSITION USING THE WOOD FORM FOR THE CONCRETE SILL FOR SUPPORT. WOOD FORMS SHALL BE REMOVED BEFORE COLUMN IS ERECTED.
- INSTALL COLUMN TO POSITION ACCESS HAND HOLES ON FACE OF COLUMN THAT ALIGNS WITH END OF SIGNBOX. SEE END VIEW. GROUT UNDER BASE PLATE WITH NON-SHRINK GROUT.
- INSTALL SIGNBOX TO CORRECT LEVEL AND ALIGNMENT ATOP COLUMN. USE GALVANIZED STEEL SHIMS AS REQUIRED TO LEVEL SIGNBOX. DO NOT USE WASHERS FOR SHIMS.
- TENSION A325 CONNECTION BOLTS BY TURN-OF-THE-NUT METHOD (1/3 TURN FROM SNUG TIGHT CONDITION). SNUG TIGHT IS ATTAINED BY THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH.
- ELECTRICAL LEAD STUB OUT FROM SIGNBOX SHALL BE FED DOWN INTERIOR OF TUBE COLUMN AS SIGNBOX IS ERECTED. CONNECTIONS TO PRIMARY CIRCUIT SHALL BE MADE AT TOP AND BOTTOM OF COLUMN WITHIN THE COLUMN THROUGH ACCESS HOLES AND SEALED WITH COVER PLATES. PROVIDE MINIMUM OF THREE WIRES, (TWO CIRCUITS) IN COLUMN IN SAME WIRE SIZE THAT IS USED BETWEEN BUILDING POWER SUPPLY AND BASE OF SIGN.
- TEST ALL ELECTRICAL CIRCUITS FOR CONTINUITY AND GROUND.
- COAT TOP OF ANCHOR BOLTS AND NUTS WITH ONE COAT OF RUSTPROOF PRIMER PAINT.
- INSTALL ALTAIR COLUMN COVERS, BRACKETS AND BASE COVER TO INSTALLATION DETAILS AND SEQUENCE FURNISHED BY THE SIGN VENDOR. IF SIGNBOX IS INSTALLED ON AN EXISTING P28 COLUMN WITH ALUMINUM CLADDING THE EXISTING COLUMN COVERS SHALL NOT BE REMOVED.
- AFTER THE ALTAIR COLUMN COVERS HAVE BEEN INSTALLED AND THE BOTTOM OF THE LOWER SECTION FIELD TRIMMED FOR APPROPRIATE CLEARANCE INSTALL THE BASE COVER. THE BASE COVER SHALL BE FIELD TRIMMED IF REQUIRED TO CLEAR THE CONCRETE SILL OF THE FOUNDATION. SEAL BETWEEN THE COLUMN COVER AND BASE COVER WITH A VINYL EXTRUDED GASKET SEATED IN A SILICONE BEAD.
- TAKE COMPLETION PHOTOGRAPHS OF SIGN, DEALERSHIP, AND RESTORED SITE AT FOUNDATION. OBTAIN SIGNATURE AND ANSWER TO QUESTIONNAIRE FROM DEALERSHIP REPRESENTATIVE.

DESIGNED FOR STRUCTURAL COMPONENTS ONLY		
DATE	ISSUED FOR	APPROVED
<b>FORD MOTOR COMPANY</b> DEALERSHIP REAL ESTATE OFFICE DEARBORN MICHIGAN		
FORD PROJ. NO.		
<b>DEALERSHIP IDENTIFICATION PROGRAM</b>		
DWG. TITLE <b>INSTALLATION DRAWING</b> <b>18'-0 MOUNTING HEIGHT</b>		
<b>ROSS BRYAN ASSOCIATES INC.</b> CONSULTING STRUCTURAL ENGINEERS 227 French Landing Drive, Suite 500 NASHVILLE, TN 37228 PHONE (615) 329-1300		
DRG. DATE 3/7/2011	DRG. BY HWS	DRG. CHECKED HWS
COORD. BY HWS	JOB NO.	SIGN MODEL
<b>B2-13-100</b> <b>90 MPH WIND VELOCITY PER 2009 IBC</b>		
DRAWING NO. <b>12435</b>	SHEET NO. <b>LINCOLN</b>	

ROSS BRYAN ASSOCIATES, INC.  
 CONSULTING STRUCTURAL ENGINEERS  
 227 French Landing Dr., Suite 500  
 Nashville, Tennessee 37228  
 Phone (615) 329-1300  
 Fax (615) 327-4446  
 www.rossbryan.com

**EXCERPTS FROM THE**  
**PLANNING & ZONING COMMISSION MEETING**  
**MONDAY, AUGUST 6, 2012**

**ACTION ITEMS**

**Item 4: Z-FY-12-51** – Discuss and make a recommendation on an appeal of Section 6.7.5.G, Signs, of the Unified Development Code related to standards in the I-35 Corridor Overlay Zoning District for a vehicle sales establishment currently under construction at 7455 South General Bruce Drive.

Ms. Beverly Zendt, Senior Planner, stated the applicant for this appeal is Johnson Brothers Ford and the location is 7455 South General Bruce Drive.

Construction of a 50,000 square foot facility along IH-35 has triggered standards for this property. The appeal is for two signs at the proposed new site.

The first sign is a Ford sign, approximately 47 feet tall and sign two is a Lincoln sign, approximately 24.3 feet tall. They are set back approximately 25 feet from the property line and spaced approximately 60 feet apart, and have reinforced fiberglass cladding at the base.

I-35 permits pylon signs up to 25 feet tall. Some additional I-35 sign requirements include, but are not limited to, supports must be finished in a primary building material, masonry is applicable. This new building under construction will be architectural metal and Staff has determined this type of reinforced fiberglass is compatible with the metal and meets the standard.

Sign height to width ratio must be 1:.15, must be internally luminated, and maximum area per sign face must be 200 square feet.

The Ford sign is an existing sign and will be relocated; the Lincoln sign will be a new sign.

Requirements Met for Sign 1: The Ford sign meets the minimum setback and spacing requirements, is internally luminated, the pylon enclosure (base) is compatible with the building material, and the sign meets the maximum area per face requirement.

Requirements Not Met for Sign 1: The sign exceeds the maximum height of 25 feet (proposed for 47 feet which is the current height), the sign base does not meet the 1:.15 height to width ratio and would require a seven foot base to meet this ratio.

Requirements Met for Sign 2: The Lincoln sign meets the minimum setback and spacing requirements, is internally laminated, the pylon enclosure is compatible with the building material, and the sign meets the maximum area per face requirement and height requirements at 24.3 feet.

Requirements Not Met for Sign 2: The sign does not meet the 1:.15 height to width ratio.

Staff recommends disapproval of the appeal of the standard related to height restrictions on the Ford sign and recommends bringing the sign closer to or meeting the standard of 25 feet maximum. Staff recommends approval of the Ford sign for the height to width ratio if the sign is brought down closer to or meets the requirement of 25 feet.

Staff recommends approval for the height to width ratio standard for the Lincoln sign as proposed.

Ms. Zendt stated the applicant, Mr. Harry Adams, was present for any questions.

Chair Martin asked if the height of the Ringler Chevrolet sign was known and Ms. Zendt did not know but stated most of the existing signs are approximately 50 to 75 feet probably due to preexisting standards.

Ms. Zendt explained the Ford sign would only be relocated and reinstalled at its current height. Commissioner Magaña asked how long the sign has been at the current location and Ms. Zendt stated she would defer that question to the applicant.

Chair Martin asked Mr. Adams to approach and answer questions.

Mr. Harry Adams, President of Johnson Brothers Ford Lincoln, 503 N. General Bruce Drive relocating to 7455 S. Interstate 35 stated the Ford sign has been standing for approximately five or six years. It is the latest Ford sign by design, and at the time it was installed it was permitted and approved by the City of Temple. The sign cost roughly \$80,000 and Ford has allowed them to move the sign to the new location. Mr. Adams stated the sign was in good shape and he is very proud of the sign and what it represents.

Mr. Adams stated his concerns mostly centered around cost issues and requested to relocate the sign without changing the height. Mr. Adams stated it would be costly to change the sign in order to meet the guidelines set forth. Mr. Adams asked the Commission to grant the variance.

Mr. Adams did not know the height of the Ringler sign but felt the Ford sign was higher. Mr. Adams stated the rest of their facility meets the criteria of the rest of the Overlay Ordinance.

Commissioner Pilkington asked if part of the bottom of the pole could be removed and Mr. Adams replied he did not know but felt it would be costly.

Vice-Chair Staats asked if Ford had a height requirement and Mr. Adams stated no. Mr. Adams stated he was before the Commission because the existing sign is a perfectly good sign and can be relocated to the new location.

Mr. Adams stated Lincoln required their signs to be shorter in height.

Vice-Chair Staats stated he understood about the relocation and/or resizing and cost issues but it is an existing sign. If it were a new sign being requested, he would not hesitate to follow the Overlay requirements. Commissioner Magaña was in agreement.

Vice-Chair Staats made a motion to approve Item 4, Z-FY-12-51, as requested by the applicant and Commissioner Magaña made a second.

*Motion passed: 6:2*

Commissioners Sears and Pilkington voted nay; Commissioner Rhoads absent

RESOLUTION NO. 2012-6694-R

[PLANNING NO. Z-FY-12-51]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN EXCEPTION TO SECTION 6.7.5.G OF THE UNIFIED DEVELOPMENT CODE RELATED TO SIGN STANDARDS IN THE I-35 CORRIDOR OVERLAY ZONING DISTRICT FOR A VEHICLE SALES ESTABLISHMENT AT 7455 SOUTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on August 6, 2012, the Planning and Zoning Commission approved an appeal to standards of Section 6.7.5 of the Unified Development Code related to sign restrictions;

**Whereas**, the applicant was previously granted an exception for landscaping on October 17, 2011 and is now requesting an appeal to certain sign requirements established in the I-35 Corridor Overlay Zoning District;

**Whereas**, the applicant is requesting an appeal of the standards relating to the height restrictions for a proposed Ford sign, an appeal of the standards relating to the height to width ratio for a Ford sign and an appeal of the standards relating to the height to width ratio for a Lincoln sign;

**Whereas**, staff recommends disapproval of the appeal relating to the height restrictions for the proposed Ford sign, approval of the height to width ratio for the Ford sign (if height is reduced) and approval of the height to width ratio for the Lincoln sign; and

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

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

**Part 1:** The City Council authorizes an exception to Section 6.7.5.G, Signs, of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for a vehicle sales establishment currently under construction at 7455 South General Bruce Drive.

**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 **16<sup>th</sup>** day of **August**, 2012.

THE CITY OF TEMPLE, TEXAS

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WILLIAM A. JONES, III, MAYOR

ATTEST:

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Lacy Borgeson  
City Secretary

APPROVED AS TO FORM:

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Jonathan Graham  
City Attorney





## **COUNCIL AGENDA ITEM MEMORANDUM**

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08/16/12  
Item #8  
Regular Agenda  
Page 1 of 2

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

William A. Jones, III, Mayor

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

- (A) Airport Advisory Board – two members to fill expiring terms through September 1, 2015
- (B) Animal Services Advisory Board – three members to fill expiring term through September 1, 2015 and appoint Chair for the period of September 1, 2012 through August 31, 2013
- (C) Civil Service Commission - one member to fill expiring term through September 1, 2015
- (D) Community Services Advisory Board – three members to fill expiring terms through September 1, 2015
- (E) Library Board – three members to fill expiring terms through September 1, 2015
- (F) Planning & Zoning Commission – three members to fill expiring terms through September 1, 2015
- (G) Reinvestment Zone No. 1 Board of Directors – six members to fill expiring terms through September 1, 2014
- (H) Temple Economic Development Corporation – four members to fill expiring terms through September 1, 2015
- (I) Temple Public Safety Advisory Board – one member to fill expiring term through September 1, 2013; and four members to fill expiring terms through September 1, 2015
- (J) Transit Advisory Committee – four members to fill expiring terms through September 1, 2014
- (H) Tree Advisory Board – one ex-officio member for BISD

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

**ITEM SUMMARY:** The City Council adopted a resolution in June, 2003, establishing policies governing the appointment and training of citizens to City boards. In accordance with that resolution, appointments to the above stated boards are to be made at the second regular meeting in August, with an effective date of September 1, 2012.

Please see the attached summary form for these boards which list the current board member, purpose, membership requirements, term and meeting time/ place for the boards.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

[Board Application Summary](#)



## APPLICATION SUMMARY

### AUGUST 16, 2012 BOARD APPOINTMENTS

**AIRPORT ADVISORY BOARD – 3 YEAR TERMS: Meets 2<sup>ND</sup> Monday of each month at 4:00 p.m.**

2 Terms Expiring – Bob Browder (At Large & RZ No 1 rep); and Lamar Eidson

Eligible for Reappointment: Both wish to be considered for reappointed

Board Forms on File: Peter Brumleve, Dan Conn, Marion “Lee” Holmes (Belton Res), Karl Kolbe (PSAB), Patrick Marcon (ASAB), Jack Schrock, Gregory Wisinski,

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**ANIMAL SERVICES ADVISORY BOARD – 3 YEAR TERMS: Meets 2<sup>nd</sup> Monday of every other month at 11:00 a.m.**

3 Terms Expiring: Amy Strunk (Animal Shelter), Jennifer Rojas (resigned) & Krissy Whittington (Animal Welfare Organization)

Eligible for Reappointment: Amy Strunk wishes to be reappointed; Krissy Whittington will if needed

Board Forms on File: Fabian Gomez (PALS), Peggy McIlvanie (Transit Adv. & Library), Margarita Stefano-Rios (Library)

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**CIVIL SERVICE COMMISSION – 3 YEAR TERMS: Meets as called basis**

1 Term Expiring: Ronald Heuss

Eligible for Reappointment: Ronald Heuss wishes to be reappointed

Board Forms on File: Jeff Byrd (Electrical Brd), Patsy Cofer (CSAB), Sammy Ragsdale (Library), Matthew Watson

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**COMMUNITY SERVICES ADVISORY BOARD – 3 YEAR TERMS: Meets as called basis**

3 Terms Expiring: Rev. Roscoe Harrison (termed out), Lamar Collins (termed out), Nancie Etzel

Eligible for Reappointment: Nancie wishes to be reappointed

Board Forms on File: Julie Adkison, Denise Karimkhani, Chris Magana (P&Z), Olivia Marsala (Killeen Resident), Richard Morgan (PSAB), Donald Nelson (PSAB), Margarita Stefano-Rios (Library), Randy VonBose, Kelly Yepma

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**LIBRARY BOARD – 3 YEAR TERMS: Meets 3<sup>rd</sup> Tuesday of each quarter at 12:00 noon**

3 Terms Expiring: Susan Corman, Denise Karimkhani (termed out), & Sammy Ragsdale

Eligible for Reappointment: Both Susan and Sammy wishes to be reappointed

Board Forms on File: Patrick Marcon (ASAB), Randy VonBose

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**PLANNING & ZONING COMMISSION – 3 YEAR TERMS: Meets every 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month at 5:30 p.m.**

3 Terms Expiring: Mike Pilkington (termed out), Bert Pope (termed out), & James Staats

Eligible for Reappointment: have not heard from James

Board Forms on File: John Bailey (PALS), Charles Belson (TEDC), Bill Bogucki, Jeff Byrd (Electrical Brd), Whit Coats, Omar Crisp, Randy Harrell, Alan Horn (Bldg Board of Appeals), Patrick Johnson, Jeremy Langle, Billy Little, Richard Morgan (PSAB), Donald Nelson (PSAB), Jeff Norwood (Bldg Standards), Thomas Rehak, Adam Soorholtz, Matthew Watson

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**REINVESTMENT ZONE NUMBER ONE – 2 YEAR TERMS: Meets every 4<sup>th</sup> Wednesday of each month at 7:00 a.m.**

6 Terms Expiring: Scott Allen, Hugh Shine, Gail Peek (termed out), Michael Thompson (termed out), John Kiella (BISD) & Gary Schmidt (Troy ISD)

Eligible for Reappointment: Hugh wishes to be reappointed; Scott Allen is undecided. I have not heard from either ISD, but both John and Gary wish to be reappointed as representatives.

Board Forms on File: Omar Crisp, Randy Harrell, Rick Hughes, Patrick Johnson, Larry Neal, Keith Odom (ZBA), Ratu Patel, Kenny Paysse, Blake Pitts, Kevin Pitts (CSAB)

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**TEMPLE ECONOMIC DEVELOPMENT CORPORATION – 3 YEAR TERMS: Meets every 3<sup>rd</sup> Tuesday of each month at 10:00 a.m.**

4 Terms Expiring: Gregg Rhoads (Chamber), Marc Hallee (At-Large), Mike Thompson (At-Large), Charles Belson (At-Large)

Eligible for Reappointment: Greg, Mike & Charles wish to be reappointed; have not heard from Marc.

Board Forms on File: John Bailey (PALS), Abbi Bhakta, Bill Bogucki, Jeff Byrd (Electrical Brd), Jim Calhoun, Lamar Collins, Omar Crisp, Paul Erchinger, David Fitch, Randy Harrell, Alan Horn (Bldg Brd of Appeals), John Howe, Rick Hughes, Patrick Johnson, David Jones (PZ & Airport), Wade Knight, Richard Morgan, Michael Nader, Larry Neal, Donald Nelson (PSAB), Michael Norman, Ratu Patel, Kenny Paysse, Blake Pitts, Kevin Pitts (CSAB), Randy Ramsey, Will Sears (PZ & Bldg. Brd of Appeals), Adams Soorholtz, , Matthew Watson

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**TEMPLE PUBLIC SAFETY ADVISORY BOARD – 3 YEAR TERMS: Meets every 2<sup>nd</sup> Tuesday of each month at 6:00 p.m.**

5 Terms/ (4 Expiring & 1 Unexpired) : Karl Kolbe, Sonny Jaramillo, Donald Nelson, Dee Blackwell (resigned), & Temikia Brown

Eligible for Reappointment: Karl, Sonny, & Temikia wish to be reappointed; have not heard from Donald. *\*\*Karl was appointed to fill Dee Blackwell's unexpired term at the 07/19/12 meeting; but he was already on the board at that time. Dee's vacated position still needs to be filled.*

Board Forms on File: James Conley Sr., Matthew Watson

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**TRANSIT ADVISORY COMMITTEE – 2 YEAR TERMS: Meets every 2<sup>nd</sup> Thursday every other month at 2:00 p.m.**

4 Terms Expiring: Vickie Gideon (business community), Deanna DeGraaff (disabled), Nancie Etzel, Justice Bigbie

Eligible for Reappointment: Vickie Gideon, Deanna, & Nancie wish to be reappointed; have not heard from Justice.

Board Forms on File: James Conley Sr., Sammy Ragsdale (Library),

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**TREE ADVISORY BOARD – 3 YEAR TERMS: Meets a minimum of four times each year.**

1Terms: Scott Moger (BISD Ex-Officio) resigned

Scott Moger of BISD has resigned effective August 2012 as the Ex-Officio for the Tree Advisory Board. We request the Council appoint Todd Schiller as the BISD representative.