



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd Floor – CONFERENCE ROOM

THURSDAY, DECEMBER 20, 2012

4:00 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, December 20, 2012.
2. Discuss Council orientation and training schedule.
3. Receive a briefing on Solid Waste Operations, to include a proposal for compressed natural gas for solid waste fleet.

5:00 P.M.

MUNICIPAL BUILDING

**2 NORTH MAIN STREET
CITY COUNCIL CHAMBERS – 2ND FLOOR
TEMPLE, TX**

TEMPLE CITY COUNCIL

REGULAR MEETING AGENDA

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

II. PUBLIC COMMENTS

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

III. CONSENT AGENDA

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

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

Minutes

- (A) [November 15, 2012 Special Called and Regular Meeting](#)
- (B) [December 6, 2012 Special Called and Regular Meeting](#)

Contracts, Leases, & Bids

- (C) [2012-6835-R](#): Consider adopting a resolution authorizing the City to enter into an "Interlocal Cooperation Agreement" with the City of Morgan's Point Resort.

- (D) [2012-6836-R](#): Consider adopting a resolution authorizing a 5-year services agreement through December 31, 2017, with Automatic Chef Canteen of Waco for snack and beverage vending services with a \$2,000 signing bonus payable to the City.
- (E) Consider adopting resolutions authorizing:
1. [2012-6837-R](#): The City to enter into a “Contract to Transfer the Temple Belton Regional Sewerage System” with the Brazos River Authority and the City of Belton.
 2. [2012-6838-R](#): The City to enter into a “Wastewater Services Operating Agreement” with the Brazos River Authority and the City of Belton.
 3. [2012-6839-R](#): The City to enter into an “Ownership and Management Agreement for the Temple-Belton Wastewater Treatment Plant” with the City of Belton.
- (F) [2012-6840-R](#): Consider adopting a resolution authorizing the City Manager to enter into a contract with KPMG for a freight movement and logistics study in an amount not to exceed \$270,000.
- (G) [2012-6841-R](#): Consider adopting a resolution to authorize Change Order #1 to the construction contract with Patin Construction, LLC of Taylor to address drainage issues with the Safe Routes To Schools trail project at Lakewood School/FM 2305 in an amount not to exceed \$47,180.
- (H) [2012-6842-R](#): Consider adopting a resolution authorizing the purchase of Sungard ONESolution Permits, Land Management, Planning and Code Enforcement replacement software from Sungard Public Sector in the amount of \$119,991.
- (I) [2012-6843-R](#): Consider adopting a resolution authorizing the purchase of an asphalt lay-down machine with accessories from Romco Equipment Company of San Antonio utilizing a BuyBoard contract in the amount of \$62,618.35.
- (J) [2012-6844-R](#): Consider adopting a resolution authorizing the purchase of ten (10) mobile digital video systems for the new police vehicles from L-3 Mobile Vision utilizing the Houston-Galveston Area Council Interlocal Cooperative in the amount of \$53,450.
- (K) [2012-6845-R](#): Consider adopting a resolution authorizing the purchase of 1,908 plastic 96-gallon refuse containers for the Solid Waste Services Division of Public Works from Toter, Inc., Statesville, NC, through the State of Texas Contract in the amount of \$95,342.76.

Ordinances – Second & Final Reading

- (L) [2012-4570](#): SECOND READING: Considering adopting an ordinance amending Article VII, “Regulation of Smoking in Public Places,” in Chapter 16, “Health and Sanitation,” of the City Code, to prohibit smoking in the public areas of bowling alleys, indoor entertainment facilities and in City parks, to exempt businesses with alcohol sales representing more than 50% of gross receipts, and to prohibit the owner or operator of a

hotel or motel from designating more than twenty-five percent (25%) of rooms available for rent as smoking rooms.

Misc.

- (M) [2012-6846-R](#): Consider adopting a resolution authorizing the reinstallation of one propane conversion kit from CleanFuel USA of Georgetown with grant funds in the amount of \$2,000.
- (N) [2012-6847-R](#): Consider adopting a resolution authorizing the submission of the Texas Forest Service TIMAS Grant for reimbursement to the City of Temple for course fees related to the TEEX Vehicle Extrication Technician I & II in the amount of \$4,080.
- (O) [2012-6848-R](#): Consider adopting a resolution approving the Managed Accounts option, TD Ameritrade option, and 457 Loan Implementation option for employees enrolled in the ICMA 457 Deferred Compensation Plan.
- (P) [2012-6849-R](#): Consider adopting a resolution authorizing the City to convey property located at 712 Calhoun Avenue, 2301 Case Road, and 2241 Everton Drive to abutting property owners for fair market value.

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.

- (Q) [2012-6850-R](#): Consider adopting a resolution approving the annual report of the Tax Increment Financing Reinvestment Zone No. 1 for fiscal year 2011-2012.
- (R) [2012-6851-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2012-2013.

IV. REGULAR AGENDA

RESOLUTIONS

4. [2012-6852-R](#): Consider adopting a resolution authorizing one of the following:

- (A) The purchase of fourteen (14) Solid Waste Collection diesel-powered trucks from various vendors at a total cost of \$2,756,915 and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this purchase.

-OR-

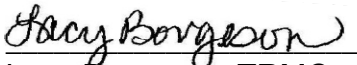
- (B) The purchase of fourteen (14) Solid Waste Collection compressed natural gas (CNG)-powered trucks from various vendors at a total cost of \$3,307,187 and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this purchase.

BOARD APPOINTMENTS

5. **2012-6853-R**: Consider adopting a resolution appointing members to the following City boards and commissions:
- (A) Temple Public Safety Advisory Board – three members to fill an unexpired terms through September 1, 2013; one member to fill an unexpired term through September 1, 2014; and one member to fill an unexpired term through September 1, 2015
 - (B) Reinvestment Zone No. 1 Board of Directors – one member to fill an unexpired term through September 1, 2013
6. **2012-6595-R**: Consider adopting a resolution appointing one alternate member to the Bell County Public Health District Board of Directors.

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

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 2:45 PM, on December 14, 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

12/20/12
Item #3(A-B)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

- (A) November 15, 2012 Special Called and Regular Meeting
- (B) December 6, 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:

November 15, 2012 Special Called and Regular Meeting
December 6, 2012 Special Called and Regular Meeting

TEMPLE CITY COUNCIL

NOVEMBER 15, 2012

The City Council of the City of Temple, Texas conducted a Special Meeting on Thursday, November 15, 2012 at 3:30 PM, at the Municipal Building, 2 North Main Street, in the 3rd Floor Conference Room.

Present:

Councilmember Perry Cloud
Councilmember Russell Schneider
Councilmember Judy Morales
Mayor William A. Jones, III

Absent:

Mayor Pro Tem Danny Dunn

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, November 15, 2012.

Agenda item 3(J) - 380 SIZ Agreement, Trawets Properties Inc.- Councilmember Schneider asked if this is new money from FY 2013?

Ms. Foutz stated yes.

Regular Agenda items 8 & 9- board appointments for Public Safety Advisory Board and Bell County Health District - There are no recommendations at this time.

Regular Agenda item 3(N) - application for funding through TxDOT enhancement program - revised dollar amount is \$2,200,000 with city match of %25 requirement. Grant is to be awarded in the summer of 2013.

2. Receive briefing from Heart of Texas Defense Alliance.

Bill Parry, III, Executive Director of Heart of Texas Defense Alliance gave a brief presentation to the Council. He discussed Fort Hood 'fast facts' as well as current and future challenges. Mr. Parry provided information on the organization and purpose. The Defense Alliance had an annual economic impact of Fort Hood in an amount of \$10.85 Billion in 2008. The Alliance is a regional municipally-funded non-profit corporation, which was formed in February 2003 in response to an expressed need by the communities of Central Texas most affected by the activities of Fort Hood. It also promotes the importance and sustainability of Fort Hood and all defense-related industries, organizations and institutions in the Killeen-Temple-Fort Hood MSA. Mr. Parry stated the goad of the HOTDA is to analyze local, stated, and national information regarding future plans that potentially impact Fort Hood's force structure, functions, missions, and capabilities; assess and address regional weaknesses adn threats; seek opportunities that sustain Fort Hood's authorized strength.

Next, Mr. Parry noted the current priorities which are to carefully watch for DoD fiscal reductions that may impact Fort Hood such as sequestration and monitor and respond to actions associated with future BRAC.; search for other spouse employment opportunities; search for defense-related research opportunities at TAMU-CT; facilitate continued development of 2nd runway at RGAAF/ KFHRA; monitor Fort Hood Military construction (MILCON) requests; Army Compatible Use Buffer; and assisting with updated Fort Hood Economic Impact Assessment.

Currently, the assigned strength at Fort Hood is 45,700 Soldiers and Airmen; current deployment is 2,355 which is the fewest number of Soldiers deployed since 2003. Mr. Parry discussed the Fort Hood Strength Versus the BRAC 2005 Plan. He added there will be a \$487 Billion reduction in Defense Spending over the next 10 years. This is the driver for the reduction in the army by 80,000 soldiers in 2017 and causing the army to look at its structure. Should sequestration occur, it will result in an additional 100,000 soldiers out of the structure.

Mr. Blackburn asked about weakness identified in the 2005 BRAC.

Mr. Parry stated maneuver acreage for Fort Hood is lacking; but there isn't much more to do without upsetting the area residents. There are many other factors that play a role such as crime and population and workforce availability. Mr. Parry then discussed the Defense Budget for 2013, and noted the 2011 Budget Control Act reduces Defense spending by \$487 Billion over 10 years. The Defense spending will continue to increase over time; just not as much as projected. Mr. Parry stated what we know is....that it is estimated there to be a Defense cut in FY 2013 to be \$55 billion (un-obligated funds only); across the board cuts (9.4%) in FY 13; and likely a short-term solution as part of "fiscal cliff" discussions.

Mr. Parry discussed Base Realignment and Closure (BRAC). He stated the Administration (DoD) must request Congressional approval to conduct BRAC. The President and Department of Defense requested Congress approve BRAC rounds in 2013 and 2015; to-date there has not been support in Congress and Secretary of Defense Panetta has withdrawn the 2013 request.

Mr. Parry concluded noting that despite the deep reductions in Army force structure and funding, the Army end strength is above pre-9/11 levels; and Fort Hood continues to be an enduring DoD installation.

3. Receive presentation on fourth quarter financial results for the fiscal year ended September 30, 2012.

Traci Barnard, Director of Finance presented the Fourth Quarter Financial results. She began with an overview of the General Fund revenues and

expenditures, explaining those revenues that came in greater or less than what was budgeted. She also provided the sales tax revenues for the year of 2012, as well as historical data and regional comparisons. Ms. Barnard also provided the Wastewater Fund revenues and expenses; Drainage Fund; and an overview of the City's investment and Transportation Capital Improvement Program.

Mayor Jones stated that at this time, approximately 4:47pm, the Temple City Council would enter into an executive session with no final action.

4. Discuss an agreement to sell effluent from the Temple-Belton Wastewater Treatment Plant to Panda Temple Power II, LLC. (related to item 8 on Regular Agenda).

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, November 15, 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 T. Schneider
Councilmember Judy Morales
Mayor William A. Jones, III

I. CALL TO ORDER

1. Invocation

Pastor Jason Hamilton with First United Methodist Church voiced the Invocation.

2. Pledge of Allegiance

Chief Lonzo Wallace led the Pledge of Allegiance.

II. PUBLIC COMMENTS

Mayor stated no one signed up to speak.

III. CONSENT AGENDA

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

(A) October 18, 2012 Special Called and Regular Meeting

(B) October 19, 2012 Special Called Meeting

(C) November 1, 2012 Special Called and Regular Meeting

(D) 2012-6798-R: Consider adopting a resolution authorizing the purchase of a yearly 2012-2013 GIS Software maintenance contract with Environmental Systems Research Institute in the amount of \$25,832.

(E) 2012-6799-R: Consider adopting a resolution authorizing a contract with Valley View Consulting, LLC for Investment Advisory Services.

(F) 2012-6800-R: Consider adopting a resolution authorizing a professional services agreement with Architectural Edge, Inc. of Temple to provide architectural and engineering services related to the construction of Phase II of the Fire Training Center in an amount not to exceed \$361,610.

(G) 2012-6801-R: Consider adopting a resolution authorizing a renewal to the purchase agreement with Casco Industries for the purchase of fire fighting protective clothing utilizing the City of North Richland Hills annual contract in the estimated amount for FY 2013 of \$42,700.

(H) 2012-6802-R: Consider adopting a resolution authorizing a developer participation agreement with Bobby Arnold for reimbursement of the cost for constructing 8' wide sidewalks at D'Antoni's Crossing Subdivision on South 31st Street in an amount not to exceed \$60,194.61.

(I) 2012-6803-R: Consider adopting a resolution authorizing an agreement with Bechtel Corporation to provide off-duty police officers for security work.

(J) 2012-6804-R: Consider adopting a resolution authorizing a Chapter 380 Strategic Investment Zone "matching grant" agreement with Trawets Properties, Inc. for redevelopment improvements on Main Street in downtown Temple located within the South 1st Street Strategic Investment Zone corridor in an amount not to exceed \$29,000.

(K) 2012-6805-R: Consider adopting a resolution authorizing the purchase of a utility camera with accessories from CUES, Inc. utilizing a BuyBoard contract in the amount of \$37,665.

(L) 1. 2012-4566: SECOND READING: Consider adopting an

ordinance authorizing an amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans in FY 2013 to appropriate \$200,560 to the South 1st Street Improvements from the Temple College Apartments to Avenue O Project by reallocating funds from Public Improvements in the North Zone.

- 2. 2012-6806-R: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP for professional services required to provide 30% preliminary design plans, exhibits, estimates, and metes and bounds for proposed improvements for South 1st Street in the Temple Medical Education District from the Temple College Apartments to Avenue O in an amount not to exceed \$200,560.**

(M) 2012-6807-R: Consider adopting a resolution authorizing payment of the Consolidated Water Quality Assessment Fee to the Texas Commission on Environmental Quality for operations of Temple's wastewater treatment plants, in the cumulative amount of \$86,860.80.

(N) 2012-6808-R: Consider adopting a resolution authorizing the submission of an application for funding through the Texas Department of Transportation, Transportation Enhancement Program in the amount of \$1,870,000, with \$1,500,000 reimbursed to the City through federal funding, to develop landscaped urban trails and improvements along SH 53 (Adam's Avenue) and Central Avenue.

(O) 2012-6809-R: Consider adopting a resolution authorizing the carry forward of FY 2011-2012 funds to the FY 2012-2013 budget and consider adopting a resolution authorizing budget adjustments for FY 2011-2012.

(P) 2012-6810-R: Consider adopting a resolution approving fourth quarter financial results for the fiscal year ended September 30, 2012.

Motion by Councilmember Judy Morales adopt Resolution approving Consent Agenda with exception of item 3(N) seconded by Mayor Pro Tem Danny Dunn.

At this time Ms. Barnard gave a brief overview of item 3(P), the 4th Quarter Financial Report for year ended September 30, 2012. Ms. Barnard stated we ended the year with total revenues at \$58.1 million with a budget of \$56.1 million. Ms. Barnard explained the \$1.9 million

in excess of budgeted revenue to be sales tax. She then noted the General Fund Expenditures total fund at 93% of budget; ending with \$3.9 less than budget. Next Ms. Barnard reviewed the Water and Wastewater Fund Revenues ending at 107% budget; total operating revenues were \$28.6 million. The total operating expenses were at 98% of budget, \$22.5 million.

Mayor Jones commended staff for their work year round.

(N) 2012-6808-R: Consider adopting a resolution authorizing the submission of an application for funding through the Texas Department of Transportation, Transportation Enhancement Program in the amount of \$1,870,000, with \$1,500,000 reimbursed to the City through federal funding, to develop landscaped urban trails and improvements along SH 53 (Adam's Avenue) and Central Avenue.

Mr. Blackburn stated the total dollar amount for the project is \$2,200,000 with a city match of 25%; of which \$1,650,000 would be reimbursed to the City through federal funding.

Motion by Councilmember Perry Cloud adopt resolution as revised and presented by Mr. Blackburn. , be Approve, seconded by Councilmember Russell T. Schneider.

Mayor Jones noted that each Councilmember was presented with the quarterly travel and meals expenditure reports during the Worksession.

IV. REGULAR AGENDA

ORDINANCES

- 4. 2012-4567: FIRST READING - PUBLIC HEARING: Consider adopting an ordinance designating a tract of land consisting of approximately 11.444 acres located at the southern end of Panda Drive, Temple, Texas as City of Temple Tax Abatement Reinvestment Zone Number Twenty-Five for commercial/industrial tax abatement.**

Kayla Landeros, Deputy City Attorney, presented this item to Council. This is the first reading of an ordinance creating tax abatement reinvestment zone #25 for commercial and industrial tax abatements. Ms. Landeros stated this property includes 11.444 acres located at the Southern end of Panda Drive; and is related to Panda phase II. She adds this zone has a five year life span and would allow tax abatement on increased property value for commercial and industrial tax abatements only. This zone

meets the City's criteria for tax abatement zones.

Mayor Jones declared the Public Hearing open with regard to Agenda item 4 and asked if anyone wished to address this item. There being none, Mayor Jones declared the Public Hearing closed.

Motion by Mayor Pro Tem Danny Dunn adopt Ordinance as presented, with second and final reading set for December 6, 2012. seconded by Councilmember Russell T. Schneider.

5. 2012-4568: FIRST READING - PUBLIC HEARING: Consider adopting an ordinance authorizing the annexation of a 10+ acre tract of land, located at the north end of Richland Drive, north of The Campus at Lakewood Ranch Phase VII.

Autumn Speer, Directory of Community Services, presented this item to Council. The property owner filed a petition on September 18, 2012 seeking voluntary annexation of approximately 10+/- acres into the City of Temple. Council adopted a resolution directing Staff to create a Municipal Service Plan and public hearing schedule on October 4, 2012. City services to be provide at the same level as provided for other parts of City with same or similar topography and land use are to be police, fire and rescue (station 8), road maintenance, building permits, code enforcement, ROW mowing, and water and wastewater (septic). Ms. Speer stated staff recommends adoption as presented; with a second reading on December 6, 2012.

Mayor Jones declared the Public Hearing open with regard to Agenda item 5 and asked if anyone wished to address this item. There being none, Mayor Jones declared the Public Hearing closed.

Motion by Councilmember Judy Morales adopt Ordinance as presented, with second and final reading set for December 6, 2012. seconded by Mayor Pro Tem Danny Dunn.

6. 2012-4569: FIRST READING - PUBLIC HEARING - Z-FY-12-61: Consider adopting an ordinance authorizing a permanent zoning upon annexation to Urban Estates District (UE) consisting of 10.089± acres of land, proposed for The Campus at Lakewood Ranch Phase VIII, located at the north end of Richland Drive, north of The Campus at Lakewood Ranch Phase VII.

Autumn Speer, Directory of Community Services, presented this item to Council. Ms. Speer stated the applicant is Kiella Development. This is to designate permanent zoning to the property requesting annexation (previous item). This request is allow the developer to place single family dwellings. The final plat was approved on September 17, 2012 for the phase VIII. Ms. Speer provided

images from surrounding properties and reviewed the allowed uses for Urban Estates zoning. She noted that staff recommends approval as does the Planning and Zoning Commission which heard this case at its November 5, 2012 with a vote of 7/0.

Mayor Jones declared the Public Hearing open with regard to Agenda item 6 and asked if anyone wished to address this item. There being none, Mayor Jones declared the Public Hearing closed.

Motion by Councilmember Russell T. Schneider adopt Ordinance as presented, with second and final reading set for December 6, 2012. seconded by Councilmember Perry Cloud.

RESOLUTIONS

7. **2012-6811-R: Consider approving a resolution authorizing an agreement to sell effluent from the Temple-Belton Wastewater Treatment Plant to Panda Temple Power II, LLC.**

Kayla Landeros, Deputy City Attorney, presented this item to Council. Ms. Landeros stated this is the agreement to sell effluent from the Temple-Belton Wastewater Treatment Plant to Panda Temple Power II, LLC for phase II of the their facility.

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

BOARD APPOINTMENTS

8. **2012-6812-R: Consider adopting a resolution appointing members to the following City boards and commissions:**

(A) Animal Services Advisory Board -one member to fill an unexpired term through September 1, 2014

Appoint Paul Seibel for term ending September 1, 2014

(B) Community Services Advisory Board - one member to fill unexpired term through September 1, 2014; and one member to fill an unexpired term through September 1, 2015

Appoint Julie Atkinson for a term ending September 1, 2014 and Donald Nelson for a term ending September 1, 2015.

(C) Library Board - one member to fill an unexpired term through September 1, 2014

Appoint Randy Von Bose for a term ending September 1, 2014.

(D) Temple Public Safety Advisory Board - three members to fill an unexpired terms through September 1, 2013; one member to fill an unexpired term through September 1, 2014; and one member to fill an unexpired term through September 1, 2015

Table at this time; no recommendations

(E) Transit Advisory Committee - one member to fill an unexpired term through September 1, 2013

Appoint Sammy Ragsdale for term ending September 1, 2013.

Motion by Mayor Pro Tem Danny Dunn adopt resolution as recommended seconded by Councilmember Perry Cloud.

9. 2012-6595-R: Consider adopting a resolution appointing one alternate member to the Bell County Public Health District Board of Directors.

Mayor Jones stated there were no recommendations at this time.

Motion by Councilmember Judy Morales table seconded by Councilmember Russell T. Schneider.

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

V. AGENDA - CITY OF TEMPLE EMPLOYEE BENEFITS TRUST

1. 2012-6813-R: Conduct a meeting of the City of Temple Employee Benefits Trust to purchase substitute Medicare supplement insurance for City of Temple over 65 retirees from the Scott & White Health Plan for calendar year 2013.

Randy Stonerod, Director of Human Resources, presented this item to the Trust. Mr. Stonerod stated staff recommends the Trust adopt this one-year contract with Scott and White Helath Plan for the purchase of substitute Medicare supplement insurance for over 65 retirees for 2013. To eligible for thie benefite with the City of Temple, an employee must be retired after 25 or more consecutive year of

service, be over 65 years of age (past their 65th birthday), and Medicare eligible. Currently the City has a total of 61 retirees enrolled across the 20 plans that are offered. Mr. Stoneroad stated the budgeted amount for retirees' insurance is \$182,250; with the estimated amount for Medicare supplement insurance to be \$62,980. Mr. Stoneroad added the current benefits and City contribution will remain the same rate as last year.

Motion to adopt resolution as presented to the Trust. Moved by Mr. Cloud, seconded by Mr. Dunn.

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

VI. REGULAR AGENDA - CONTINUED

- 10. 2012-6814-R: Consider adopting a resolution funding the rates for substitute Medicare supplement insurance for eligible City of Temple over 65 retirees, and the City's contribution thereto for calendar year 2013.**

Randy Stoneroad, Director of Human Resources, presented this item to Council.

Motion by Councilmember Judy Morales adopt Resolution seconded by Mayor Pro Tem Danny Dunn.

William A. Jones, III, Mayor

ATTEST:

Lacy Borgeson
City Secretary

TEMPLE CITY COUNCIL

DECEMBER 6, 2012

The City Council of the City of Temple, Texas conducted a Special Meeting on Thursday, December 6, 2012 at 3:30 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, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, December 6, 2012.

Mr. Blackburn brought both item 8 and item 9 to Council attention as they both require action.

2. Discuss the I-35 Zoning and Land Use Plans.

Mr. Blackburn stated this is being brought forward for discuss due to the I-35 expansion and development. In February 2013, at the Council's retreat, this will be an item of discussion; and are the mechanisms we've put in place 'right' for us and the standards.

Ms. Foutz noted we are looking for direction specifically for retail development and what land may be available.

Ms. Speer provided a brief overview of the area and its current zonings. Citywide we have approximately 48,000 acres; of which 13,129 acres is zoned non-residential. There are key corridors of I-35 totaling 1,347 acres within 500' of the interstate. The I-35 Corridor Overlay zoning district applies to tracts that directly abut I-35 and property connected to I-35 in a shared fashion. Ms. Speer stated there are 4-sub districts, Civic - Bellaire; Industrial - just south of Enterprise on the west side and north of Nugent on the East side; Freeway Retail/ Commercial - Enterprise to the Leon River; and City entry Sub-District - 5 along major intersections. She also reviewed some of the uses within each district. Ms. Speer stated that most of the land for potential development is in the Southern portion of I-35. We are limited to the large parcels we have to offer for development.

Mayor Jones asked if we are overlaying the changes to I-35 with this to show the access and egress and degress points, especially in the North/

Central I-35 (Adams to Loop)? He added he'd like to see how these changes will affect the points of access, egress and degress at Council's February retreat.

Mr. Blackburn stated he too would like to see how we are planning for utility extensions. We are currently working on this in the southern end; and what are some of our 'target' areas that could potentially be put together for a larger parcel.

Mayor Jones stated that at this time, approximately 4:00 pm the Temple City Council would enter into an executive session, with no final action.

3. Discuss the terms of a possible Chapter 380 economic development agreement with LNR Property, LLC., the owners of the Temple Mall.

Executive Session: Pursuant to Section 551.087 of the Government Code, the City Council may meet in executive session to discuss either commercial or financial information that the City has received from a business prospect that the City wishes to locate, stay or expand within the City limits and with which the City is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect the public discussion of which would adversely affect ongoing economic development negotiations.

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, December 6, 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, December 6, 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

Father Rom Chamberlain with Our Lady of Guadalupe Catholic Church voiced the Invocation.

2. Pledge of Allegiance

Judge Burrows, Bell County Judge, and Sharron Long, Tax Assessor/Collector, led the Pledge of Allegiance.

II. PROCLAMATIONS & SPECIAL RECOGNITIONS

3. Presentation by Jon Burrows, Bell County Judge, and Sharon Long, Tax Assessor/Collector, of Child Safety Funds collected in the amount of \$78,713.68

Judge Burrows, Bell County Judge, and Sharron Long, Tax Assessor/Collector, presented the Child Safety Funds Report.

4. Presentation of the Corporate Challenge Game Awards.

Ken Cicora, Director of Parks and Leisure Services, presented the Corporate Challenge Game Awards.

5. Recognize Scott & White Health Plan for their sponsorship of Hot Summer Sounds and other events.

Ken Cirora, Director of Parks and Leisure Services, recognized the Scott & White Health Plan.

III. REPORTS

6. Receive the 2012 Annual report from Temple Economic Development Corporation.

Lee Peterson, President of TEDC presented the 2012 Annual Report for the Temple Economic Development Corporation. The City of Temple is situated in one of the fastest growing economic corridors in the nation. Residential construction has a positive and direct impact on Temple's economy. Our reasonable housing cost makes Temple a good place to live. Mr. Peterson mentioned a few of the investments for FY 2012 to be Sparetime Entertainment, Tin Knockers Sheet Metal, Johnson Bros Ford, The Gateway Center and Panda Temple Power - one of the largest projects ever for the City. TEDC continues to use their website as a major marketing tool. One of the more difficult areas of Economic Development is the recruitment. In FY 2012, TEDC and others in the community visited San Jose as part of a recruitment mission. Mr. Peterson noted that relations are key to recruitment and retention for new businesses for the City of Temple.

IV. PUBLIC COMMENTS

Victor Pendleton, 5415 Southern Crossing advised he would wait for the public hearing as posted for item 8.

V. CONSENT AGENDA

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

(A) 2012-6815-R: Consider adopting a resolution authorizing an agreement with TxDOT to provide material inspection and testing services to be performed by TxDOT for the NW Loop 363 roadway project in an amount not to exceed \$43,805.23.

(B) 2012-6816-R: Consider approving a resolution authorizing a developer participation agreement with WBW Development, Ltd. to reimburse the developer for the cost of constructing sidewalks on the east side of South 5th Street for the Alta Vista subdivision in the amount of \$42,629.50.

(C) 2012-6817-R: Consider adopting a resolution authorizing a Chapter 380 agreement for the conveyance of 12.61 acres of land located east of Panda Drive to Panda Temple Power, LLC.

(D) 2012-6818-R: Consider adopting a resolution authorizing an amendment to a Chapter 380 grant agreement with Sparetime Entertainment, LLC for redevelopment improvements at 5434 Loop 205.

(E) 2012-6819-R: Consider adopting a resolution authorizing the purchase of a Toro Greensmaster 3400 Triplex Mower from Professional Turf Products utilizing a BuyBoard contract in the amount of \$34,698.59.

(F) 2012-6820-R: Consider adopting a resolution authorizing the purchase of jail services from Bell County Law Enforcement Center in the estimated amount of \$74,500 for FY 2013.

(G) 2012-6821-R: Consider adopting a resolution authorizing the purchase of computer hardware during FY 2013 from Dell Marketing, LP of Round Rock, utilizing a State of Texas Department of Information Resources Contract, in the estimated annual amount of \$100,000.

(H) 2012-6822-R: Consider adopting a resolution authorizing the purchase of fleet tracking monitoring service for FY 2013 through GPS Insight, LLC, of Scottsdale, Arizona, utilizing GSA Contract, in the approximate annual amount of \$30,000.

(I) 2012-6823-R: Consider adopting a resolution authorizing a Change Order #4 with Lewis Contractors, Inc., of Bertram for construction services required to install wastewater main improvements from IH-35, through Bird Creek to Loop 363 in an amount of \$73,492.75 (including various project deduct costs).

(J) 2012-6824-R: Consider adopting a resolution authorizing a Change Order #2 to the construction contract with James Construction Group, LLC for construction activities required to correctly identify items of work which were incorrectly identified in the plans and add a new item of work, its detail, and the appropriate revised plan sheets to the NW Loop 363 roadway project in an amount not to exceed \$60,052.20.

(K) 2012-6825-R: Consider adopting a resolution authorizing a Design-Build Contract for repairs to the Santa Fe Depot foundation with Hayward Baker, Inc. of Little Elm with an initial engineering services fee of \$45,000.

(L) 2012-6826-R: Consider adopting a resolution authorizing a Construction Manager-at-Risk Contract with Vanguard Contractors, LP, of Temple for renovations to the Municipal Building.

(M) 2012-4568: SECOND READING: Consider adopting an ordinance authorizing the annexation of a 10+ acre tract of land, located at the north end of Richland Drive, north of The Campus at Lakewood Ranch Phase VII.

(N) 2012-4569: SECOND READING - Z-FY-12-61: Consider adopting an ordinance authorizing a permanent zoning upon annexation to Urban Estates District (UE) consisting of 10.089± acres of land, proposed for The Campus at Lakewood Ranch Phase VIII, located at the north end of Richland Drive, north of The Campus at Lakewood Ranch Phase VII.

(O) 2012-6827-R: Consider adopting a resolution dedicating a City owned tract in Highland Terrace Annex Phase II as City park land.

(P) 2012-6828-R: Consider adopting a resolution authorizing payment of the TCEQ Water System Fee to the Texas Commission on Environmental Quality for operations of Temple's water treatment plants, in the amount of \$64,755.85.

(Q) 2012-6829-R: Consider adopting a resolution authorizing fee increases for building and fire safety permits processed through the Construction Safety Department to become effective January 1, 2013.

(R) 2012-6830-R: Consider adopting a resolution authorizing acceptance of a Texas Department of Transportation, Aviation Division, Routine Airport Maintenance Grant, in the amount of \$100,000 (City match of \$50,000), to assist with improvements to the new westside entrance at the Draughon-Miller Central Texas Regional Airport.

(S) 2012-6831-R: A-FY-13-05: Consider adopting a resolution releasing the portion of a 40' wide water main easement, recorded in the Real Property Records of Bell County Vol. 1109/Page 72, located along the rear of Lots 5-16 of the Liberty Hill Phase III Addition just southwest of Airport Road and southeast of NW HK Dodgen Loop.

(T) 2012-6832-R: Consider adopting a resolution authorizing 3% increases effective November 23, 2012 for Fire and Police Pay Plans and 3% increases for General Government employees hired on or before November 22, 2012.

(U) 2012-6833-R: Consider adopting a resolution authorizing budget amendments for fiscal year 2012-2013.

Motion by Councilmember Russell Schneider adopt Resolution approving Consent Agenda seconded by Councilmember Judy Morales.

VI. REGULAR AGENDA

ORDINANCES

- 8. 2012-4570: FIRST READING - PUBLIC HEARING: Considering adopting an ordinance amending Article VII, "Regulation of Smoking in Public Places," in Chapter 16, "Health and Sanitation," of the City Code, to prohibit smoking in the public areas of bowling alleys, indoor entertainment facilities and in City parks, to exempt businesses with alcohol sales representing more than 50% of gross receipts, and to prohibit the owner or operator of a hotel or motel from designating more than twenty-five percent (25%) of rooms available for rent as smoking rooms.**

Jonathan Graham, City Attorney, presented this item to Council.

Mr. Graham discussed the proposed changes. The City adopted its first smoking ordinance which was typical for that era; allowing the property owner to use their discretion. In 2006 the City amended the ordinance and 'built' an ordinance using the City of Waco as a model. In 2012, Mr. Graham stated the Mayor's Fitness Council reviewed and submitted there recommendations for amendments which included prohibiting smoking in entertainment centers, bowling alleys, and all City parks, as well as limit smoking in hotel/ motel rooms to no more than 25% occupancy. There is a revision, which will exclude Sammon's Golf Course from the smoking ordinance.

Councilmember Morales inquired on the difference between bingo parlors and entertainment centers?

Mr. Graham stated there is a definition which distinguishes the two.

Councilmember Morales inquired on enforcement of this ordinance within the Parks?

Mr. Graham stated by posting of signs.

Mayor Jones declared the Public Hearing open with regards to Agenda Item 8 and asked if anyone wished to address this item.

Mary Donovan, 1904 Stratofor Drive, Temple addressed the council and stated her support for this ordinance.

Mr. Victor Pendleton, 5415 Southern Crossing, Temple addressed the Council and stated his support for this ordinance.

Doug Smith, 18 West Upshaw, Temple addressed the Council and stated his support for the adoption of this ordinance.

Dr. Mark Smith, Belton, Chair of Mayor's Fitness Counsel. He stated this will strengthen the current ordinance; and asked Council for their support by adopting these amendments.

There being no further comments, Mayor Jones declared the Public Hearing closed.

Motion by Councilmember Perry Cloud adopt Ordinance, with second and final reading scheduled for December 20, 2012. seconded by Councilmember Judy Morales.

9. (A) 2012-4567: SECOND READING: Consider adopting an

ordinance designating a tract of land consisting of approximately 11.444 acres located at the southern end of Panda Drive, Temple, Texas as City of Temple Tax Abatement Reinvestment Zone Number Twenty-Five for commercial/industrial tax abatement.

Jonathan Graham, City Attorney, stated the adoption of this will create our 25th Tax Abatement Zone.

Motion by Mayor Pro Tem Danny Dunn adopt Ordinance on second and final reading. seconded by Councilmember Judy Morales.

(B) 2012-6834-R: Consider adopting a resolution authorizing a tax abatement agreement with Panda Temple Power II, LLC, covering increases in the taxable value of real property for an 11.444 acre tract of land (Tax Abatement Reinvestment Zone Number 25) in the Southeast Industrial Park, south of Lorraine Drive.

Jonathan Graham, City Attorney, presented this item to Council. This is the second phase of Panda Temple II. Panda is adding a second block, 2.1 configuration that will effectively double the capacity of the plant. This is for 10 year declining tax abatement on the increased value of real property. Notice to all other taxing authorities has been provided as required by law. Mr. Graham stated this project is one of the largest private investments for the City.

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

William A. Jones, III, Mayor

ATTEST:

Lacy Borgeson
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

12/20/12
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DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City to enter into an “Interlocal Cooperation Agreement” with the City of Morgan’s Point Resort.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City currently owns a 1985 Ford F-800, VIN # 1FDNF82K7FVA67543 that is no longer used by the Fire Department. The City of Morgan’s Point Resort’s Underwater Recovery Team is interested in obtaining ownership of the vehicle to use for transporting equipment for its search and rescue missions. Under the proposed Interlocal Cooperation Agreement, the City of Temple would agree to transfer title to the Ford F-800 to Morgan’s Point. In exchange, Morgan’s Point would offer the services of its Underwater Recovery Team to Temple upon request.

FISCAL IMPACT: Staff is currently reviewing data to determine the value of the 1985 Ford F-800. The value of the services to be received from the Underwater Recovery Team would more than outweigh the value of the vehicle being transferred to the City of Morgan’s Point.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF MORGAN'S POINT RESORT, TRANSFERRING A 1985 FORD F-800, VIN#: 1FDNF82K7FVA67543, OWNED BY THE CITY OF TEMPLE, TO THE CITY OF MORGAN'S POINT RESORT IN EXCHANGE FOR THE SERVICES OF ITS UNDERWATER RECOVERY TEAM TO TEMPLE UPON REQUEST; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple currently owns a 1985 Ford F-800, VIN#: 1FDNF82K7FVA67543, that is no longer being used by Temple Fire and Rescue;

Whereas, the City of Morgan's Point Resort's Underwater Recovery Team is interested in obtaining title to the vehicle to use for transporting equipment for its search and rescue missions;

Whereas, under the proposed Interlocal Cooperation Agreement, the City of Temple agrees to transfer the Ford F-800 to the City of Morgan's Point Resort in return for the services of its Underwater Recovery Team to the City of Temple upon request; 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 an Interlocal Cooperation Agreement with the City of Morgan's Point Resort transferring a City of Temple owned 1985 Ford F-800, VIN# 1FDNF82K7FVA67543 to the City of Morgan's Point Resort in return for the services of Morgan's Point's Underwater Recovery Team to the City of Temple upon request.

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 **20th** day of **December**, 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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DEPT./DIVISION SUBMISSION & REVIEW:

Ken Cicora, Director of Parks and Leisure Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a 5-year services agreement through December 31, 2017, with Automatic Chef Canteen of Waco for snack and beverage vending services with a \$2,000 signing bonus payable to the City.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has been operating under an 8-year vending services agreement with Specialized Quality Vending, and subsequently due to bankruptcy, KW Vending. Specialized Quality Vending had subcontracted the beverage vending services to Temple Bottling. There are currently vending services in 21 City facilities.

On November 15, 2012, two vending services proposals were received: (1) Automatic Chef Canteen (ACC) for snack and beverage vending services, and (2) Temple Bottling Co., Ltd. for beverage vending services only. A staff committee was formed to evaluate the proposals. It is the committee's recommendation to award both the snack and beverage vending services to ACC. Staff desires to have beverage selection options other than Dr Pepper products, which would not be possible through Temple Bottling, and staff feels that it would be beneficial to have both services managed by one vendor.

ACC is offering a \$2,000 signing transition signing bonus to be paid upfront if awarded the proposed 5-year contract. The Request for Proposals (RFP) requested product pricing with and without a commission payable to the City. It is staff's recommendation not to collect a commission in order to keep product pricing as low as possible for employees. However, should staff determine that commission-based machines are warranted in certain public facilities during the term of the contract, staff is requesting the ability to implement such machines as administratively approved by the City Manager.

FISCAL IMPACT: No funding is required for the proposed services agreement. A \$2,000 signing bonus has been offered by ACC and will be deposited into account 110-0000-461-0830

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 5-YEAR SERVICES AGREEMENT WITH AUTOMATIC CHEF CANTEEN OF WACO, TEXAS FOR SNACK AND BEVERAGE VENDING SERVICES, WITH A \$2,000 BONUS PAYABLE TO THE CITY OF TEMPLE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has been operating under an 8-year vending services agreement with Specialized Quality Vending, and subsequently, KW Vending, due to bankruptcy;

Whereas, on November 15, 2012, two vending services proposals were received and a staff committee was formed to evaluate both proposals – Staff feels it would be beneficial to the City to have both the snack and beverage services managed by one vendor, and therefore recommends awarding a 5-year services agreement, through December 31, 2017, to Automatic Chef Canteen of Waco, Texas;

Whereas, Automatic Chef Canteen is offering a \$2,000 signing transition bonus to the City of Temple, to be paid upfront for the signing of a 5-year 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 authorizes the City Manager, or his designee, to execute a 5-year services agreement, through December 31, 2017, with Automatic Chef Canteen of Waco, Texas for snack and beverage vending services, with a \$2,000 signing bonus payable to the City of Temple.

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 **20th** day of **December**, 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

12/20/12
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Page 1 of 3

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting resolutions authorizing:

1. The City to enter into a “Contract to Transfer the Temple Belton Regional Sewerage System” with the Brazos River Authority and the City of Belton.
2. The City to enter into a “Wastewater Services Operating Agreement” with the Brazos River Authority and the City of Belton.
3. The City to enter into an “Ownership and Management Agreement for the Temple-Belton Wastewater Treatment Plant” with the City of Belton.

STAFF RECOMMENDATION: Adopt resolutions as presented in item description.

ITEM SUMMARY: (1) For several years, the Brazos River Authority (“BRA”) has been the owner and operator of the Temple-Belton Wastewater Treatment Plant (“TBP”) pursuant to the “Contract for Sewerage Services” executed by BRA and the City of Temple in 1971. (Belton had a similar agreement directly with BRA.) BRA issued bonds to finance the construction of the TBP and those bonds have since been repaid and discharged. Under the 1971 Agreement, ownership of the TBP was to be transferred to Temple and Belton when that debt was completely paid off and that agreement ended—which has occurred though BRA has continued to operate the TBP on a month-to-month basis at the cities’ request.

The proposed resolution is the instrument that will transfer title to all of the real and personal property that makes up the TBP to Temple and Belton. Temple will own a 75% interest and Belton a 25% interest, in all of the real and personal property—as was the case in the 1971 agreement. While ownership of the TBP is being transferred to Temple and Belton, and the wastewater treatment permit transferred to Temple and Belton, the Staff is proposing that we enter into a short term agreement with BRA to have them continue to manage the plant for the cities.

Under the terms of this Contract, BRA retains all responsibility and liability for any pre-existing condition(s) at the TBP, whether or not yet discovered, that was caused by BRA’s negligence, recklessness, or intentional acts and which results in any damage, loss, cost, expense, claim, demand, penalty, order or liability against BRA or the Cities.

(2) The second resolution authorizes the execution of an operating agreement with BRA to operate the TBP. In the proposed Services Agreement, BRA agrees to continue to operate and maintain the TBP under terms and conditions that are similar to those under the 1971 agreement.

On or before June 1 of each year, BRA will provide the Cities with an annual budget which will include an estimate of all operation and maintenance expenses plus a management fee of 3%. The estimate for operation and maintenance expenses will be based upon the estimated amount of wastewater to be delivered to the TBP for the next fiscal year as determined by BRA. The Cities are required to approve the annual budget presented by BRA no later than July 15 of each year. Payments to BRA will be made monthly and will equal 1/12 of the approved annual budget.

Pursuant to the Services Agreement, BRA retains liability for any losses, damages, costs, expenses or liability which are caused by BRA's negligence, recklessness, or intentional acts.

The short term of the proposed operating agreement with BRA will result in the operating agreements for the City's Doshier and TBP wastewater treatment plants expiring at the same time, and give the City greater leverage in potentially executing an agreement with a single operator for both plants.

(3) If approved by Council, ownership of the Temple-Belton Wastewater Treatment Plant ("TBP") will soon be transferred from the Brazos River Authority ("BRA") to the Cities of Temple and Belton. For this reason, Staff recommends entering into an "Ownership and Management Agreement" ("O&M Agreement") with the City of Belton which outlines each Cities' responsibilities with regards to ownership, operation and management of the TBP.

The O&M Agreement sets forth the rights and obligations of the Cities. Temple has an undivided 75% share of the TBP and the right to use 75% of the capacity of the TBP. Belton has an undivided 25% share of the TBP and the right to use 25% of its capacity. In the O&M Agreement, the parties acknowledge future plans to expand the TBP and agree that their respective 75%/25% shares will continue after the planned expansion.

Maintenance costs which include minor or major repairs to the TBP that are necessary to allow the TBP to continue to operate will be borne 75% by Temple and 25% by Belton. Costs associated with improvements to the operation or efficiency of the plant and costs associated with increasing the capacity of the TBP will also be borne 75% by Temple and 25% by Belton.

The O&M Agreement also creates a "Managing Committee" to oversee the management, upgrade, operation and maintenance of the TBP. The city managers of Temple and Belton shall be the Managing Committee.

In the Agreement, the Cities agree to separately contract for service providers to manage and operate the Cities' respective industrial pretreatment programs which we are required to have as a condition of our wastewater permits with TCEQ.

The term of the agreement is 5 years and it may be extended or modified by mutual agreement of the parties.

FISCAL IMPACT: The FY 2013 adopted Water and Sewer Fund budget included an appropriation of \$2,001,312 for Temple's estimated share of the operations and maintenance cost of the TBP. The amount was based on the FY 2013 Budget approved by BRA. City of Temple and City of Belton staff had several meetings with BRA staff to review and discuss the proposed budget. The O&M cost are allocated based on a 'Percentage of Flow' for the Cities. The FY 2013 flow rates are 78.426% for Temple and 21.574% for Belton. A monthly payment of \$166,766 is remitted to BRA. At the end of each year, BRA prepares a 'carry-over' calculation for the Cities based on actual O&M Cost compared to budget and adjust the current year allocation or offers the option of a refund directly to the cities. The City of Temple was notified on 12/7/2012 of a carryover balance of \$333,755 for FY 2012. The amount was refunded to the City on 12/14/2012.

ATTACHMENTS:

[Draft Agreements](#)

[Resolutions](#)

**CONTRACT TO TRANSFER THE
TEMPLE BELTON REGIONAL SEWERAGE SYSTEM**

**THE STATE OF TEXAS
COUNTY OF BELL**

This Contract (the "**Contract**") is entered into as of the ____ day of _____, 2013, (the "**Effective Date**"), by and among the **BRAZOS RIVER AUTHORITY** (the "**BRA**"), a conservation and reclamation district created by Legislative Act, under Article XVI, Section 59 of the Texas Constitution, the **CITY OF BELTON** ("**BELTON**") of Bell County, Texas, a home rule city created under the laws of Texas, and the **CITY OF TEMPLE** ("**TEMPLE**") of Bell County, Texas, a home rule city created under the laws of Texas (collectively the "**CITIES**").

WITNESSETH:

WHEREAS, the AUTHORITY is the sole owner and operator of the Temple Belton Regional Sewerage System and all property associated therewith (hereinafter referred to as "TBRSS"), pursuant to a ____ agreement ("**Prior Agreement**") entered into on _____, attached hereto as **Exhibit "A"**; and

WHEREAS, the Prior Agreement provides that upon repayment of all outstanding bonds _____.

WHEREAS, the bonds were repaid and discharged as of _____; and

WHEREAS, BRA and the CITIES desire to enter into an agreement whereby the BRA shall transfer all real and personal property that comprises the TBRSS to the CITIES and the CITIES shall retain the services of BRA to continue operation and maintenance of the TBRSS facilities in accordance with **Exhibit "B"** attached hereto; and

NOW THEREFORE, the parties, in consideration of the mutual consideration, covenants, obligations and benefits provided herein, agree as set forth above and hereinafter:

1. Transfer Date and Operations. The CITIES will own, operate and maintain TBRSS beginning on the ____ day of _____, 2013 ("**Transfer Date**"); provided, however, in no event shall the Transfer Date occur prior to the transfer of the wastewater permit as contemplated herein. Furthermore, the CITIES and the BRA shall contract for the BRA to operate the TBRSS in a separate agreement attached hereto as **Exhibit "B"** ("**Operation Agreement**").

2. As Is/Where Is. THE CITIES ACCEPT THE TBRSS FROM THE BRA "AS IS / WHERE IS" AND THE BRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO TBRSS.

3. Conveyances. Upon the Transfer Date, the Authority shall deliver or cause to be delivered to the CITIES the following:

a. a special warranty deed in recordable form, fully executed and acknowledged by the BRA, conveying to the CITIES all of the BRA's right, title and interest in and to the real property comprising the TBRSS, free and clear of Liens, including but not limited to, fee simple property, easements, road/railroad crossing permits, rights-of-way, and leased property, in substantially the form attached hereto as **Exhibit "C"**;

b. a duly executed bill of sale transferring valid title to all tangible and intangible assets listed in **Exhibit "D"**, attached hereto, in substantially the form attached hereto as **Exhibit "E"**;

c. originals of all non attorney-client privileged documents, files, and information in its possession or control relating to TBRSS, except for the originals of the BRA's insurance policies for coverage that will not extend beyond the Transfer Date and the originals of the bond indentures, loan agreements, and other agreements relating to the issuance of the bonds; provided, however, that if the BRA cannot locate an original, a copy will be provided;

d. such other instruments as are customarily executed in Texas to effectuate the conveyance of assets similar to the TBRSS, with the effect that, after the Transfer Date, the CITIES will have succeeded to all of the rights, titles, and interests of the BRA related to the TBRSS, and the Authority will no longer have any rights, titles, or interests in and to the TBRSS.

4. Costs. Each party to this Contract shall bear its own expenses (including, without limitation, attorneys' fees) incurred in connection with the negotiation and execution of this Contract and each other agreement, document and instrument contemplated by this Contract; provided, however, the CITIES shall be responsible for any and all costs associated with transferring the TBRSS to the CITIES, including but not limited to, transaction fees, title policies, assignment/transfer fees, recording fees, and any other costs and fees traditionally associated with the transfer of real and personal property.

5. Permit Transfer. The CITIES shall initiate, by applying to the Texas Commission on Environmental Quality ("**TCEQ**"), the process of reassignment of the wastewater permit to the CITIES. The CITIES assume the responsibility for filing the permit transfer application and all costs associated therewith. The BRA shall cooperate with the CITIES in their efforts to facilitate the transfer of all permits, including the transfer of the TCEQ permit required to operate TBRSS from the BRA to the CITIES.

6. Delivery of Possession of TBRSS. The BRA shall deliver possession of TBRSS to the CITIES on the Transfer Date. Upon delivery of possession, the CITIES shall assume all liability associated with the operation of TBRSS from the Transfer Date forward. All insurance policies that the BRA maintains on TBRSS shall stay in force and effect until the CITIES take possession on the Transfer Date. The BRA agrees to work

with the CITIES, to assign all rights under insurance policies to the CITIES if requested by the CITIES, and/or to take all commercially reasonable actions to aid the CITIES, such as filing claims on such policies, in the event the CITIES elect to make a claim under policies that insured the BRA prior to the Transfer Date.

7. Pre-Existing Environmental Conditions.

a. “Pre-Existing Environmental Condition” shall mean any condition with respect to the environment associated with the TBRSS, whether or not yet discovered, that could or does result in any damage, loss, cost, expense, claim, demand, penalty, order, or liability to or against the BRA or the CITIES by any third party (including, without limitation, any government entity).

b. The BRA shall be responsible for any losses, damages, costs, expenses or liabilities of any kind or nature arising out of or related to any Pre-Existing Environmental Conditions incurred by, assessed against, allocated to, imposed upon, charged to, or paid by the CITIES; including, but not limited to, all costs and expenses of investigation, removal, remediation, or correction of any Pre-Existing Environmental Conditions, all damages, fines, penalties, claims, or liability for injury to persons, property, or natural resources and reasonable attorneys fees, to the extent such losses, damages, costs, expenses or liabilities arose from or were caused by the BRA's negligent acts, recklessness or intentional acts. The CITIES shall be responsible for any and all other such losses, damages, costs, expenses, or liabilities of any kind or nature arising out of or related to any Pre-Existing Environmental Conditions, incurred by, assessed against, allocated to, imposed upon, charged to, or paid by the CITIES, to the extent such losses, damages, costs, expenses or liabilities arose from or were caused by the CITIES' negligent acts, recklessness, or intentional acts.

8. Termination of the Prior Agreement. Except as provided in Paragraph 9 below and subject to BRA's liability for its own negligence, recklessness, or intentional acts as set forth in Paragraph 7, the BRA and the CITIES hereby agree that the Prior Agreement between the BRA and the CITIES shall terminate on the Transfer Date, and that the Prior Agreement shall be replaced and superseded in its entirety with the Operation Agreement attached hereto as Exhibit “B.”

9. Financial True Up. On or before ninety (90) days after the Transfer Date, the BRA shall present a final accounting of expenses incurred with regard to the operation and maintenance of TBRSS due and owing BRA by CITIES pursuant to the Prior Agreement, compared to amounts received from the CITIES. BRA shall rebate any excess payments received from the CITIES, or the CITIES shall remit an amount to the BRA equal to any deficiency.

10. Notices. All notices, requests, consents, waivers and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given: (a) if transmitted by facsimile, upon acknowledgment of receipt thereof in writing by facsimile or otherwise; (b) if personally delivered, upon delivery or refusal of

delivery; (c) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or (d) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, consent, waiver or other communication relates at the following addresses:

To the BRA:

Phil Ford
General Manager / CEO
P.O. Box 7555
Waco, Texas 76714-7555
Phone: (254) 761-3100
Fax: (254) 761-3207

To City of Belton:

To the City of Temple:

11. Survive Transfer. All representations, warranties, releases, and agreements to hold harmless and indemnify of the BRA and the CITIES contained herein shall survive the transfer of the TBRSS to the CITIES. Further and without limitation upon the foregoing, to the extent that such are performable after such transfer, each of the covenants and agreements made hereunder shall survive such transfer indefinitely.

12. Assignment. No party hereto may assign its rights and obligations hereunder without the express written consent of the parties.

13. Entire Agreement. Subject to BRA's liability for its own negligence, recklessness, or intentional acts as set forth in Paragraph 7, this Contract and the Exhibits attached hereto embody the entire agreement and understanding of the parties hereto, and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Contract shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any amendment, waiver or consent is sought.

14. Counterparts. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

15. Severability. The BRA and the CITIES agree that if one or more provisions contained in this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law, this Contract shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

16. Other Documents. After the Transfer Date, the Authority shall execute and deliver such other certificates, agreements, conveyances, and other documents, and take such other action, as may be reasonably requested by the CITIES in order to transfer and assign to, and vest in, the CITIES the TBRSS pursuant to the terms of this Contract.

17. Governing Law and Venue. This Contract, the relationship of the parties, and any litigation between the parties, will be governed by, construed in accordance with, and interpreted pursuant to, the laws of the State of Texas, without giving effect to its choice of laws principles. The parties agree that venue for any litigation or legal proceedings in any way related to this Contract will be in Bell County, Texas.

18. The following Exhibits are attached hereto and incorporated herein by reference for all purposes:

- a. Exhibit "A": Prior Agreement
- b. Exhibit "B": New Operation Agreement
- c. Exhibit "C": Special Warranty Deed
- d. Exhibit "D": List of Tangible and Intangible Assets
- e. Exhibit "E": Bill of Sale

IN WITNESS WHEREOF, the parties to this Contract, acting under authority of their respective governing bodies, have duly executed this Contract in several counterparts, each of which shall constitute an original, all as of the Effective Date.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGES]

BRAZOS RIVER AUTHORITY

By: _____
Phil Ford, General Manager/CEO

ATTEST:

THE STATE OF TEXAS §

§

COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared **Phil Ford**, General Manager / CEO of the **Brazos River Authority**, a conservation and reclamation district, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said district.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2012.

Notary Public in and for the State of Texas

Name (Printed or Typed)

My Commission Expires: _____

CITY OF BELTON

By: _____

ATTEST:

THE STATE OF TEXAS

§

§

COUNTY OF BELL

§

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of the **City of Belton**, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed, in the capacity stated, and as
the act and deed of said district.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of
_____, 2012.

Notary Public in and for the State of Texas

Name (Printed or Typed)

My Commission Expires: _____

CITY OF TEMPLE

By: _____

ATTEST:

THE STATE OF TEXAS

§

§

COUNTY OF BELL

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2012.

Notary Public in and for the State of Texas

Name (Printed or Typed)

My Commission Expires: _____

**WASTEWATER SERVICES AGREEMENT
BETWEEN THE BRAZOS RIVER AUTHORITY,
THE CITY OF TEMPLE AND THE CITY OF BELTON**

THIS AGREEMENT, dated and entered into this _____ day of _____, 2012, by and between the Brazos River Authority, the City of Temple, Texas, and the City of Belton, Texas, is hereby executed, in contemplation of the mutual consideration, covenants, obligations and benefits provided in this Agreement, and the Parties hereby agree as follows:

Article I. Definitions

1.1 Definitions. Terms and phrases used in this Agreement, unless the context clearly demonstrates otherwise, shall have the following meanings:

i. "Actual Annual Expenditures" shall mean all recorded transactions for Operation and Maintenance Expenses, Capital Outlay, Management Fee, and any sums used to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained for the Facilities during any Fiscal Year.

ii. "Agreement" shall mean this Agreement, together with all exhibits attached hereto.

iii. "Annual Budget" shall mean the estimate of all Operation and Maintenance Expenses, Capital Outlay, Management Fee, and any sums planned to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained which the BRA expects to be incurred for the Facilities during any Fiscal Year following the period covered by the Initial Budget.

iv. "BRA" shall mean the Brazos River Authority.

v. "Fiscal Year" shall mean the fiscal year of the cities of Temple and Belton, which currently is the annual period beginning each October 1 and ending each September 30.

vi. "Board" shall mean the Board of Directors of the BRA.

vii. "Capital Outlay" shall mean buildings, equipment, machinery, or vehicles costing more than \$5,000 (Five Thousand Dollars) per item with an expected useful life of a minimum of three years.

viii. "CITIES" shall mean the City of Temple, Texas, and the City of Belton, Texas, collectively.

ix. "Commencement Date" shall mean the date on which the BRA commences operation of the Facilities.

x. “Environmental Condition” shall mean any condition with respect to the soil, surface waters, groundwaters, land, stream, sediments, surface or subsurface strata, aquifers, ambient air, and any environmental medium associated with the Facilities, that could or does result in any damage, loss, cost, expense, claim, demand, penalty, order, or liability to or against the BRA or the CITIES by any third party (including, without limitation, any government entity), so long as the event that gave rise to the condition occurred on or after the Commencement Date. Conditions that arose from an event that occurred prior to the Commencement Date shall not be considered Environmental Conditions for the purposes of this Agreement.

xi. “Facility” or “Facilities” shall mean the wastewater treatment plant currently known as the Temple Belton Regional Sewerage System.

xii. “Initial Budget” shall mean the Annual Budget, or portion thereof, for the Facilities during the period between the Commencement Date and the end of the Fiscal Year in which the Commencement Date falls.

xiii. “Management Fee” shall mean an amount included in the Annual Budget and the Actual Annual Expenditures equal to Three Percent (3.0%) of annual Operations and Maintenance Expenses and Capital Outlay.

xiv. “Monthly Compensation” shall mean an amount equal to one-twelfth of the Annual Budget, to be paid to BRA by the CITIES, or equivalent thereof, if the Initial Budget is for a period of time less than twelve months.

xv. “Operation and Maintenance Expenses” shall mean all fixed and variable costs and expenses reasonably incurred in and directly allocable to the operation and maintenance of the Facilities including, without limitations, the following: (i) wages, salaries, and benefits of BRA employees; chemicals; the purchase and carrying of stores, materials, supplies, measuring meters; utilities and power charges; subcontractor costs; other costs, fees, and expenses; supervision and administration costs of the BRA to the extent directly allocable to activities on behalf of the Facilities: engineering; testing; audits of the various funds and accounts created hereunder; waste disposal charges or assessments; claims insurance for property damage, tortious or contractual liability and all other stated insurance coverage; (ii) all other items or expenses of a like or different nature reasonably required for the operation and maintenance of the Facilities in full compliance with all current and future Regulatory Requirements and with the provisions of this Agreement; including repairs and replacements of damaged, worn-out, or obsolete equipment or parts which are not included in Capital Outlay; (iii) the legal liability of the BRA to pay money to satisfy any award or court decision creating a judgment against the BRA (including a third party claim) relating to the Facilities, including reasonable attorneys’ fees and costs incurred in defending against same, except where such legal liability and related fees and costs are due to the negligence, recklessness or intentional acts of BRA or are otherwise allocated under this Agreement; (iv) costs incurred by the BRA in enforcing the

provisions of this Agreement against a defaulting party, including reasonable attorneys' fees; and (v) costs incurred by the BRA in its general and administrative (G&A) responsibilities incurred in performance of this Agreement.

xvi. "Party" or "Parties" shall mean BRA and CITIES collectively.

xvii. "Permits" shall mean any and all necessary permits, licenses, orders, and other governmental approvals from any federal, state, local or regulatory agency that may now or hereafter have jurisdiction to authorize the BRA to maintain, and operate the Facilities.

xviii. "Point of Entry" shall mean any location of the CITIES' collection/distribution system where wastewater enters.

xix. "Reasonable Standards" means activities conducted in accordance with sound engineering principles, manufacturer's recommended operating and maintenance criteria, Applicable Laws (including regulations promulgated by any governmental or regulatory authority or agency having jurisdiction).

xx. "Reconciliation Value" shall mean the difference between the Annual Budget and the Actual Annual Expenditures recorded in the Authority's financial accounting system.

xxi. "Regulatory Requirements" shall mean the requirements and provisions of any federal, state or local law, and any permits, rules, orders, or regulations issued or adopted from time to time by any regulatory federal, state, local or other agency having jurisdiction concerning any of the Facilities or the operation and maintenance of the Facilities.

xxii. "Influent" shall mean flows from the CITIES' collection system delivered to the Facilities.

Article II. Services to Be Performed

2.1 Services. The BRA will, in accordance with the terms and conditions hereof, operate and maintain the Facilities, as more particularly described in "Exhibit A," attached hereto and incorporated by reference herein as the "Scope of Work". The specific Facilities which will be maintained and operated by the BRA are set forth in "Exhibit B," attached hereto and incorporated by reference herein. In performing the services contemplated herein, the BRA shall be entitled to utilize the equipment, machinery, supplies and inventory set forth in "Exhibit C," attached hereto and incorporated by reference herein which shall remain the property of the CITIES. The BRA shall repair and maintain all equipment and machinery in accordance with its condition and usable life. The BRA shall replenish all supplies and inventory necessary for the continuing operation of the Facilities. In addition, the BRA may, from time to

time, acquire Capital Outlay to operate and maintain the Facilities and these items shall become the property of the CITIES upon termination of this Agreement.

Article III. Ownership and Permits

3.1 Ownership of the Facilities. Ownership of the Facilities shall vest in the CITIES in accordance with the terms of this Agreement.

3.2 Permits. The CITIES shall obtain and maintain all Permits required in order to operate the Facilities in accordance with this Agreement. Failure by the CITIES to obtain and maintain their Permits in accordance with all regulations and requirements shall be deemed a default under this Agreement and the BRA shall be immediately released from its obligations under this Agreement.

Article IV. Budgets and Reconciliation

4.1 Initial Budget. The Annual Budget for Fiscal Year 2012 as prepared by the BRA and previously approved by the CITIES, or portion thereof, for the Facility during the period between the Commencement Date and the end of the Fiscal Year in which the Commencement Date falls shall remain in effect to the end of the first Fiscal Year of this Agreement, and all Monthly Compensation due under the Initial Budget shall be remitted directly to the BRA as provided for in Section 5.3

4.2 Annual Budget Preparation. On or before June 1, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the CITIES with an updated estimate of the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget), for the next Fiscal Year plus an estimate of the Reconciliation Value for the current Fiscal Year. The Operation and Maintenance Budget shall be calculated based upon the estimated amount of Wastewater to be delivered to the System for the next Fiscal Year as determined by the BRA. An Annual Budget shall not be effective and final for the purposes of calculation and payment of the Monthly Compensation until approved by CITIES, such approval shall occur no later than July 15 of each year.

4.3 Notice of Monthly Compensation Calculation. On or before August 1, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the CITIES with a schedule of the Monthly Compensation to be made by the CITIES to the BRA for the next ensuing Fiscal Year, as set forth in "Exhibit D," attached hereto and incorporated by reference herein.

4.4 Monthly Budget Performance Reporting. By the 25th of each month, the BRA will provide a report to the CITIES documenting expenses related to the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget) through the preceding month.

4.5 Adjustments. If any changes in the "Scope of Work" as more particularly described in "Exhibit A," attached hereto and incorporated by reference herein, should

occur, including, but not limited to, changes in Regulatory Requirements that increase the cost of the Annual Budget, the BRA will be entitled to additional compensation. The additional compensation will be negotiated in good faith by the CITIES and the BRA within 30 days of receiving such request from the BRA. The Monthly Compensation Calculation will be adjusted to reflect the additional compensation and the new amount will be invoiced as soon as practical.

4.6 Calculation of Reconciliation Value. On or around the 90th day following the Fiscal Year, the Reconciliation Value will be computed and may result in an increase or decrease on the remaining Monthly Compensations for the Fiscal Year.

Article V. Financial Issues and Payments

5.1 Payments. It is acknowledged and agreed that payments to be made under this Agreement will be the primary source available to the BRA to provide for the Actual Annual Expenditures.

5.2 Compensation. All services, work, and activity specified to be provided by the BRA to the CITIES in this Agreement will be provided as part of the Annual Budget.

5.3 Billing and Payment. By the 15th of each month, the BRA will send an invoice to the CITIES for the Monthly Compensation for the subsequent month. BRA must receive full payment for the invoice from the CITIES on or before the 15th day of the month following the invoice date (approximately 30 days) to prevent Interest on Past Due Payment. All amounts due and owing the BRA by the CITIES, if not paid when due, shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year from the date when due until paid. The BRA shall have the ability to terminate this Agreement without further liability or obligation in the event that the CITIES should remain delinquent in any payments due hereunder for a period of ninety (90) days.

5.4 Audit. The CITIES have the right, subject to a fifteen (15) day notice and during normal business hours, at their cost, to inspect or audit the BRA's books and records applicable to this Agreement for any Fiscal Year to determine whether the BRA has complied with the terms of this Agreement.

Article VI. Insurance

6.1 Provision for Insurance. Following the execution of this Agreement, the BRA will have its insurance carrier(s) issue direct to the CITIES, certificates of insurance for the following insurance coverage:

- i. Workers Compensation Insurance as prescribed by law Statutory Limit
- ii. General Liability \$5,000,000

The BRA shall ensure that the insurance coverage stated herein shall be maintained in force throughout the term of this Agreement and the CITIES shall be named as an Additional Insured.

Following the execution of this Agreement, the CITIES will have their insurance carrier(s) issue direct to the BRA, certificates of insurance for the following insurance coverage:

iii. Property Coverage..... \$

The CITIES shall ensure that the insurance coverage stated herein shall be maintained in force throughout the term of this Agreement and the BRA shall be named as an Additional Insured.

All policies evidencing the insurance required by this Section shall be maintained with insurance companies qualified under the laws of the State of Texas.

Article VII. Operation and Reporting Requirements

7.1 Operation of the Facilities. The BRA shall operate and maintain the Facilities in accordance with the Permits and consistent with all established rules, regulations, and Reasonable Standards, which are applicable to the Facilities.

7.2 Reports. In the event the CITIES become aware of any significant factor or event that may affect the efficient operation or maintenance of the Facilities or may result in a violation of this Agreement or any Regulatory Requirement, Permit, or order, the CITIES shall immediately notify the BRA of such factor or event. In addition, the CITIES agree to immediately tender to the BRA any and all correspondence received from any federal, state or local regulatory agency, which relates to the Facilities. In the event that BRA becomes aware of any significant factor or event that may affect the efficient operation or maintenance of the Facilities or may result in a violation of this Agreement or any Regulatory Requirement, Permit, or order, BRA shall immediately notify the CITIES of such factor or event. In addition, BRA agrees to immediately tender to the CITIES any and all correspondence received from any federal, state or local regulatory agency, which relates to the Facilities.

Article VIII. Regulation of Quality of Treated Wastewater

8.1 Treated Wastewater Quality. In order to permit the BRA to properly treat and dispose of wastewater in compliance with all Regulatory Requirements, to protect the public health, to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public water and watercourses, and to protect the properties of the wastewater treatment Facility, the CITIES and the BRA agree that the quality of all Influent must be regulated. The CITIES hereby agree that the quality of the influent delivered by the CITIES to the Facilities shall comply with the parameters established by the Effluent Permit issued to the CITIES.

8.2 CITIES' Liability. If the Influent discharged into the Facilities exceeds the Facility design parameters; or fails to meet the standards established under the provisions of this Agreement; or fails to comply with any federal, state or local rule, regulation or Permit and such Influent results in any of the following: Permit exceedances; violations of any federal, state or local rule, regulation or ordinance; environmental damages or any other damage, the CITIES shall be liable and shall pay all costs and expenses resulting therefrom. However, to the extent BRA is directly or indirectly responsible for the failure of the Facility to comply with any applicable federal, state or local rule, regulation, or Permit, BRA shall pay their proportionate share of all costs and expenses resulting therefrom.

Article IX. Liability

9.1 Liability. In performing the services contemplated by this Agreement, the BRA will use its best efforts to maximize the Facilities' performance. Except as provided herein, the BRA shall not be responsible and the CITIES shall be responsible for any fines, penalties, liabilities, claims, damages, causes of action, resulting from any of the following: the Facilities loading exceeding the Facilities design parameters; influent containing abnormal, toxic, hazardous, and/or other substances which cannot be removed or treated by the existing Facilities or which contain discharges which violate applicable sewage rules, regulations, and/or Permit levels; flow or conditions exceeding the design parameters of the existing Facilities; product water containing abnormal, toxic, hazardous, and/or other substances which violate any and all federal, state and local statutes, rules, regulations, standards, levels or permits to the extent that the above are due to or caused by the negligence of the Cities.

BRA shall be responsible for the costs and expenses of liability, damages, injury or loss (including administrative or civil fines and penalties) which may arise from BRA's breach of any provision of this Agreement, or from BRA's negligent Operation and Maintenance or willful acts, to the proportion such breach or negligence or willful act contributed to the damages, injury, or loss.

Article X. Operation of Facilities

10.1 Initiation of Operation. The BRA shall continue operation and maintenance responsibility for the Facilities.

10.2 Standard of Operation and Maintenance of Facilities. The BRA shall operate or cause the Facilities to be operated in an efficient and economical manner and in accordance with sound business principles, and in accordance with Reasonable Standards. The BRA agrees to use reasonable diligence and care to continually hold itself ready, willing and able to render the services contemplated by this Agreement.

10.3 Independent Contractor; CITIES Not to Manage or Operate. The BRA shall be responsible for the operation of the Facilities and will be an independent contractor in fulfilling all of the obligations under this Agreement.

10.4 Regulatory Action. The Parties recognize that the obligations of the BRA to render services as provided in this Agreement are subject to all present and future Permits, rules and/or regulations issued or adopted from time to time by numerous regulatory authorities and the Parties agree to cooperate to make such applications and to take such action as may be necessary or desirable to obtain compliance therewith.

Article XI. Term and Termination

11.1 Term. Unless terminated pursuant to the provisions hereof or by mutual agreement of the Parties hereto, this Agreement shall continue in force and effect until September 30, 2014. Thereafter, this Agreement may be extended by a mutual agreement of the Parties.

11.2 Termination.

- i. This Agreement may be terminated as follows:
 - a. By the BRA or the Cities upon written notice in the event of the following:
 - (1) any Federal, State or local agency should fail to issue any of the Permits or if any of the Permits should be revoked modified or amended;
 - (2) any order or ruling should be enacted, promulgated or issued by any governmental agency having jurisdiction over the subject matter of this Agreement and the effect of such change, order or ruling makes it impossible or illegal for the BRA to perform its obligations under this Agreement; or
 - (3) some other event occurs which makes the continued operation of the System impossible;
 - b. By the BRA for any reason, upon providing not less than one hundred eighty (180) days written notice to the Cities or by the Cities for any reason, upon providing not less than one hundred eighty (180) days written notice to the BRA.
- ii. The Parties agree to notify each other immediately upon receipt of notice of any action proposed by a Federal, State, or local agency to revoke, modify, or amend any of the Permits or any action by any governmental agency having jurisdiction over the subject matter of this Agreement proposing a change, order, or ruling which would make impossible or illegal for the BRA to perform its obligations under this Agreement.
- iii. Upon termination of this Agreement, all obligations of all of the Parties under this Agreement shall terminate and be of no further force and effect, except to the

extent that it is specifically stated herein that any such obligations shall survive termination.

iv. Upon termination of this Agreement, the BRA agrees to cooperate with the Cities, where reasonably possible, to assist in the Cities' assumption of the operation and maintenance of the System. Additionally Cities agree to pay BRA for all outstanding amounts due under the terms of this Agreement.

Article XII. Environmental Conditions

12.1 Environmental Conditions. The BRA shall be responsible for any losses, damages, costs, expenses or liabilities of any kind or nature arising out of or related to any Environmental Conditions incurred by, assessed against, allocated to, imposed upon, charged to, or paid by the CITIES; including, but not limited to, all costs and expenses of investigation, removal, remediation, or correction of any Environmental Conditions, all damages, fines, penalties, claims, or liability for injury to persons, property, or natural resources and reasonable attorneys fees, to the extent such losses, damages, costs, expenses or liabilities arose from or were caused by the BRA's negligent acts, recklessness or intentional acts. The CITIES shall be responsible for any and all other such losses, damages, costs, expenses, or liabilities of any kind or nature arising out of or related to any Environmental Conditions, incurred by, assessed against, allocated to, imposed upon, charged to, or paid by the CITIES, to the extent such losses, damages, costs, expenses or liabilities arose from or were caused by the CITIES' negligent acts, recklessness, or intentional acts.

Article XIII. Miscellaneous Provisions

13.1 Force Majeure. In the event any party to this Agreement is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, excluding the obligation to make the payments required under this Agreement, then the obligations of such party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military BRA other than a party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or damage to machinery or equipment, which are not within the control of the party claiming such inability and such problem could not have avoided by the exercise of due diligence and care. It is understood and agreed that any force majeure shall be remedied with all reasonable dispatch.

13.2 Remedies Upon Default. This Agreement shall not be considered as specifying an exclusive remedy for any default, but all remedies existing at law or in equity, including specific performance and mandamus, may be availed of by any party to this Agreement and shall be cumulative.

13.3 Waiver. No waiver on any breach or default (or any breaches or defaults) by any party hereto of any terms, covenants, conditions or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

13.4 Addresses and Notices. All notices which the BRA or the CITIES may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery or by depositing the same with the U.S. Postal Service, first-class or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. All notices shall be deemed received within five (5) business days. The addresses stated shall be effective for all notices to the respective Parties until written notice of a change of address is given pursuant to the provisions hereof. The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

BRA:
BRAZOS RIVER AUTHORITY
4600 Cobbs Drive
P.O. Box 7555 Waco, Texas 76714-7555

CITIES:
(for Notices)

CITIES:
(for Invoices)

13.5 Modification. This Agreement shall be subject to change or modification only with the written mutual consent of each of the Parties hereto.

13.6 Assignability of this Agreement. This Agreement, and all rights, duties and obligations hereunder, shall not be assignable by any party without the prior written consent of the other parties.

13.7 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the BRA, the CITIES and shall not be construed to confer any benefit or right upon any third party.

13.8 Severability. The provisions of this Agreement are severable and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby.

13.9 Merger. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the Parties relative to the subject matter hereof.

13.10 Governing Law and Venue. This Contract, the relationship of the parties, and any litigation between the parties, will be governed by, construed in accordance with, and interpreted pursuant to, the laws of the State of Texas, without giving effect to its choice of laws principles. The parties agree that venue for any litigation or legal proceedings in any way related to this Contract will be in Bell County, Texas.

13.11 List of Exhibits.

i.	"Exhibit A"	Scope of Work	Section 2.1
ii.	"Exhibit B"	The Facilities	Section 2.1
iii.	"Exhibit C"	CITIES' Equipment Inventory	Section 2.1
iv.	"Exhibit D"	Monthly Compensation	Section 4.3

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby on this the ____ day of _____, 2012.

BRAZOS RIVER AUTHORITY

By: _____

PHILLIP FORD

Title: **GENERAL MANAGER/CEO**

Date: _____

CITY OF TEMPLE

By: _____

Title: _____

Date: _____

CITY OF BELTON

By: _____

Title: _____

Date: _____

Ownership and Management Agreement for the Temple-Belton Wastewater Treatment Plant

This Agreement is entered into by and between the City of Temple, Texas, and the City of Belton, Texas, both home rule cities in Bell County, Texas. The City of Temple is referred to herein as “Temple,” and the City of Belton is referred to herein as “Belton.” Temple and Belton are sometimes collectively referred to herein as “Parties” or “Owners.”

Section 1. Definitions.

The Temple-Belton Wastewater Treatment Plant (“TBP”) includes all of the land, buildings, equipment (personal and fixtures), and other permanent improvements to land within the boundaries of the property depicted in Exhibit “A” to this Agreement. The TBP does NOT include the portions of the wastewater collection system operated by and for the cities of Temple and Belton that feed into the Plant but are outside of the boundaries of the Plant depicted in Exhibit “A.” The TBP also does NOT include lift stations that are part of the respective systems of Temple and Belton, or any industrial pretreatment programs (IPPs) that are operated by or for the benefit of Temple or Belton.

Temple and Belton are home rule cities located in Bell County, Texas and the joint owners (joint tenancy) of the Temple-Belton Wastewater Treatment Plant (hereinafter referred to as “TBP” or “the Plant”). Temple owns an undivided 75% interest and Belton owns an undivided 25% interest in TBP.

Section 2. Rights and Obligations of the Owners.

(a) *Use of Capacity.* The TBP is currently permitted by the State of Texas to accept an average of 10 million gallons per day (m.g.d.) of effluent, and a peak flow of 30 m.g.d. As joint tenants under this Agreement, Temple has an undivided 75% share of the Plant and the right to use 75% of the capacity of the Plant, and Belton has an undivided 25% share of the Plant and the right to use 25% of the capacity of the Plant. The parties are currently proceeding with designing an expansion of the TBP that will expand its capacity to accept an estimated 18 m.g.d. average daily flow and a 57 m.g.d. peak flow. The parties shall continue their respective (75%/25%) shares of that capacity following that planned expansion.

(b) *Cost of Maintenance.* Minor or major repairs to the improvements that make up the TBP that do not increase the capacity of the Plant to treat effluent, but that are reasonably necessary to allow the Plant to continue to operate in accordance with its design specifications and in compliance with any and all permits applicable to the Plant are deemed “maintenance” items and shall be borne 75% by Temple and 25% by Belton in accordance with their share of the capacity of the Plant. The parties agree that all improvements to the Plant that are depicted within the

boundaries of the Plant on Exhibit “A” are items reasonably necessary to allow the Plant to operate in accordance with its design specifications and in compliance with any and all permits applicable to the Plant, and as such, expenditures for repairs of those improvements are “maintenance” items for purpose of this subsection.

(c) Cost of Capital Improvements.

(i) Expenditures to Improve Operations or Enhance the Efficiency of the Plant. Expenditures for Improvements that do not increase the capacity of the Plant, but are designed to improve operations or the operating efficiency of the Plant, shall be treated the same as maintenance costs in subsection (b) above, and the cost for those improvements allocated between Temple (75%) and Belton (25%). The Managing Committee shall decide with to make or authorize capital improvements that improve operations or enhance the efficiency of the Plant. If the Managing Committee cannot reach a decision on whether to proceed with an improvement under this subsection, Subsection 2(c)(iii) below shall govern.

(ii) Expenditures to Increase the Capacity of the Plant. The cost of improvements to the Plant that permanently increase the capacity of the Plant shall be allocated between Temple and Belton according to their share of the capacity of the Plant (Temple 75%, Belton 25%). Provided that, should one of the parties desire not to participate in the expansion of the Plant, a party may elect to opt out of the expansion of the Plant, and the other party shall have the option of proceeding with that expenditure on their own. In the case of an improvement to the Plant that is designed to expand the capacity of the Plant that is not agreed upon by both parties, the cost of the expansion shall be borne entirely by the party proceeding with the expansion, and that additional capacity created by the expenditure shall be reserved solely for the Party that paid for the expansion. In the case of an expansion of the Plant that is initiated and supported by only one of the Parties, the Parties shall in good faith attempt to break out the portion of future maintenance costs associated with that expansion, and allocate those costs to the Party benefiting from the expansion.

(iii) Expenditures Not Mutually Agreed Upon. Should the parties not be able to agree on expenditures designed to improve operations or the efficiency of the Plant, a party may elect to opt out of the improvement to operations or efficiency of the Plant, the other party shall have the option of proceeding with that expenditure on their own. In the case of an improvement to operations and/or efficiency of the Plant that is initiated and supported by only one of the Parties, the Parties shall in good faith attempt to break out the portion of future maintenance costs associated with that improvement, and allocate those costs to the Party benefiting from the improvement. If an improvement to operations or efficiency is one that is paid for by only one party under this section, use of that improvement (if it can be separated) shall be made only by the party paying for that improvement.

Section 3. Creation of a Managing Committee. To oversee the management, upgrade, operation and maintenance of TBP, Temple and Belton hereby establish the TBP Management

Committee (“Managing Committee”). All decisions related to the management, operation, upgrade, and maintenance of the TBP shall be made by the Managing Committee, subject to approval of contracts in an amount that exceeds bid limits set by those cities by their respective city councils for Temple and Belton.

Section 4. Temple and Belton Points of Contact. Temple and Belton shall both be designated as Points of Contact with respect to any agreement between the Parties and any third parties in any separate agreement arising out of this Agreement (e.g., an operating agreement for the plant, or an agreement for design services related to the Plant) and for the purposes of this Agreement.

Section 5. Appointments to the Managing Committee. The city managers of Temple and Belton shall be the Managing Committee. The city managers may, at any time, provide for a delegate to the Committee.

Section 6. Duties of the Managing Committee.

(a) *Establishment of an Operating Budget.* Both Temple and Belton operate on a fiscal year that begins on October 1st, and ends on September 30th of the following year. Each year the Managing Committee shall adopt an operating budget (the “Operating Budget”) for the TBP that includes funding for operations, maintenance, capital improvements and debt service for the TBP.

(b) *Recommendations on Contracts.* The Managing Committee shall review all contracts proposed to be entered into for the benefit of the TBP, and make a recommendation for approval or denial thereof. All contracts in an amount that exceed the bid limits set by Temple and Belton, respectively, that are entered into for the benefit of the TBP, including but not limited to contracts for the operation of the Plant, contracts for design work for the maintenance or expansion of the Plant, must be approved by, and are subject to annual appropriations by, the respective city councils for Temple and Belton. Contracts in an amount less than the respective bid limits for Temple and Belton, may be approved by the Managing Committee, subject to the availability of funds appropriated for that purpose by their governing bodies.

(c) *Emergency repairs.* The Managing Committee may authorize emergency repairs and expenditures related to the Plant in excess of the bid limits set by the respective cities which are deemed reasonably necessary to prevent the imminent loss of service or damage to the Plant, subject to the availability of funds appropriated within the Operating Budget for that purpose.

Section 7. Decisions by the Managing Committee. The Managing Committee shall reach decisions by consensus. The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its purposes and objectives.

Section 8. Pretreatment Program and Industrial Wastes. Each City agrees to implement and enforce an Industrial Pretreatment Program for all areas receiving sanitary sewer service from the City. Each City also covenants that it will have in effect and will enforce an ordinance that regulates the discharge of wastewater and pollutants into a wastewater collection and treatment system in accordance with EPA and TCEQ regulations or regulations of other governmental agencies having lawful jurisdiction to set standards for waste discharges. Furthermore, each City shall, at any reasonable time upon request by the other City, produce pretreatment program records for review. For purposes of this Agreement, “Industrial Pretreatment Program” means an industrial pretreatment program established by each City and approved by EPA and/or TCEQ as required by federal law.

(a) Each City also agrees that no new significant industrial user, as defined by 40 C.F.R. 403.3(v), shall be allowed to connect to the City’s internal collection facilities except as provided for in the City’s Industrial Pretreatment Program and by applicable state and/or federal law.

(b) Each City will be responsible for monitoring and reporting as required by EPA and/or TCEQ.

(c) All surcharges and other fees collected by a City, including without limitation those collected from users discharging industrial waste into a City’s internal collection facilities that discharge into TBP may be retained by that City.

(d) If the failure of one City to fulfill its responsibilities under its Industrial Pretreatment Program results in a fine or penalty being assessed against TBP and/or the other City, the responsible City shall be responsible for payment of said fine or penalty.

Section 9. Governing Law. This Agreement, and the rights and obligations of the Parties under or pursuant to this Agreement, shall be interpreted and construed according to the laws of the State of Texas.

Section 10. Term of the Agreement. The initial term of this Agreement shall be five years. The Agreement may be extended or modified by mutual agreement of the parties.

Section 11. Notice Required Under this Agreement. Any notice required or permitted to be delivered hereunder may be given by personal delivery to the party entitled thereto, by facsimile transmission with electronic confirmation, by any courier service which agrees to overnight, receipted delivery, addressed to any of the Parties, as the case may be, at the address and/or facsimile number set forth below or at such other address and/or facsimile number for a Party as that Party may specify in writing to the other Party from time to time:

For Temple:
City of Temple
Attn: David Blackburn, City Manager
City Manager

2 North Main Street
Temple, TX 76501

For Belton:

City of Belton
Attn: Sam List, City Manager
333 Water Street
P.O. Box 120
Belton, Texas 76513

Section 12. Venue. This Agreement relates to property located in Bell County, and the parties to this Agreement are home rule cities located in Bell County, Texas. Venue for any legal proceeding to enforce or interpret the terms of this Agreement shall lie in any district court in Bell County, Texas.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between Temple and Belton and supersedes any prior understanding or oral or written agreements between Temple and Belton respecting the subject matter of this Agreement.

Section 14. Severability. The provisions of this Agreement are severable and if, for any reason, any one or more of the provisions contained in the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

Section 15. Captions. The sections and captions contained herein are for convenience and reference only and are not intended to define, extend, or limit any provision of this Agreement.

Section 16. No Third-Party Beneficiaries. This Agreement does not create any third-party benefits to any person or entity other than the signatories hereto.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, acting under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

DRAFT

CITY OF TEMPLE

By:_____

Name: David A. Blackburn

Title: City Manager

ATTEST:

Approved as to Form:

Lacy Borgeson, City Secretary

City Attorney's Office

CITY OF BELTON

By:_____

Name: Sam A. Listi

Title: City Manager

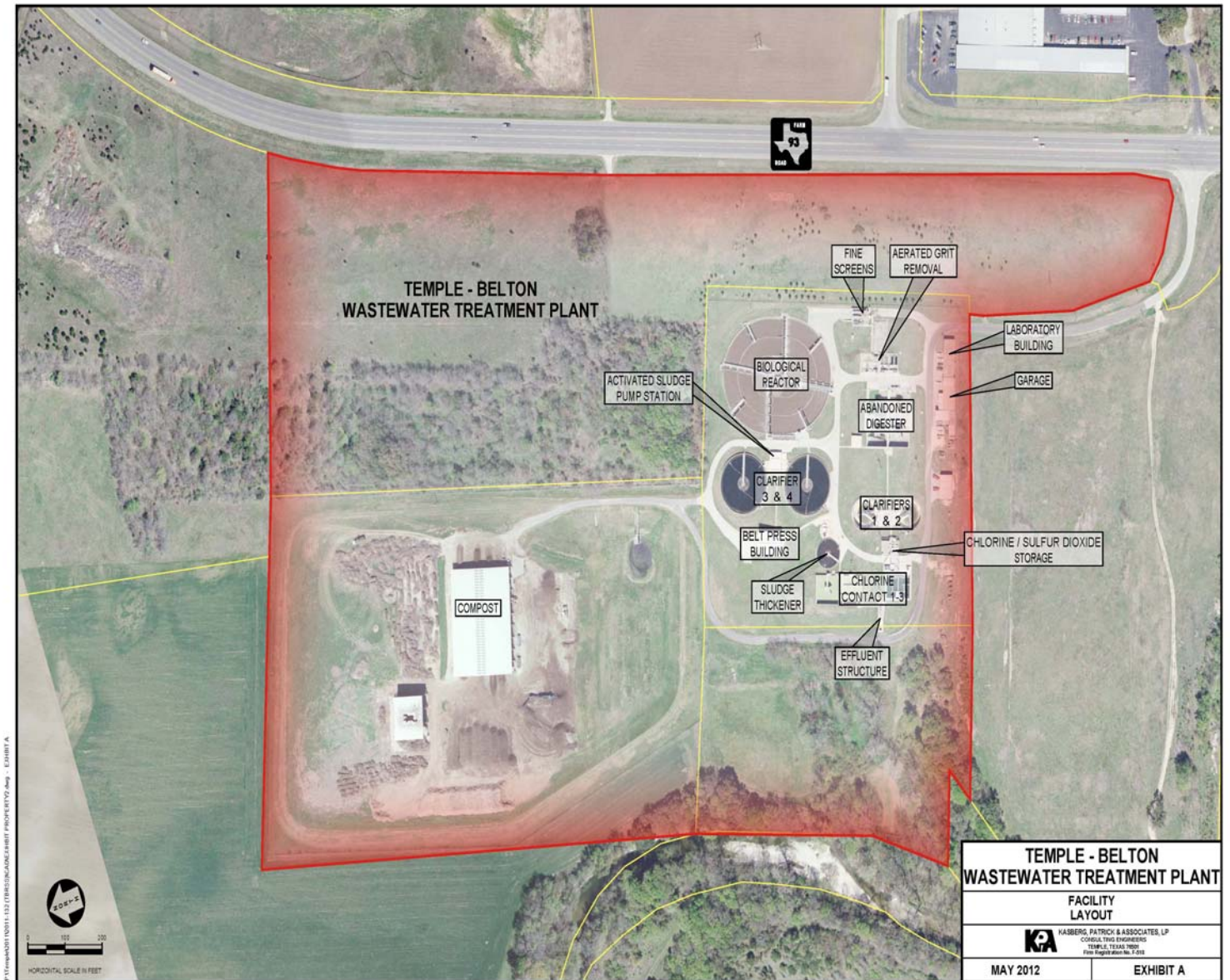
ATTEST:

Approved as to Form:

Connie Torres, City Clerk

John Messer, Attorney

Exhibit "A"



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH BRAZOS RIVER AUTHORITY AND THE CITY OF BELTON, TEXAS TO TRANSFER THE TEMPLE BELTON REGIONAL SEWERAGE SYSTEM; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, for several years, the Brazos River Authority (“BRA”) has been the owner and operator of the Temple-Belton Wastewater Treatment Plant (“TBP”) pursuant to the “Contract for Sewerage Services” executed by BRA and the City of Temple in 1971;

Whereas, under the 1971 agreement, ownership of the TBP was to be transferred to Temple and Belton when the debt was completely paid off and that agreement ended – which has occurred though BRA has continued to operate the TBP on a month-to-month basis at the cities’ request;

Whereas, the proposed agreement will transfer title to all of the real and personal property that makes up the TBP to Temple and Belton and ownership will be split as follows: Temple owning a 75% interest and Belton owning a 25% interest; 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, after approval as to form by the City Attorney, to enter into a “Contract to Transfer the Temple Belton Regional Sewerage System” with the Brazos River Authority and the City of Belton, which will transfer title of all of the real and personal property at the TBP to Temple (owning a 75% share) and Belton (owning a 25% share).

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 **20th** day of **December**, 2012.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO A WASTEWATER SERVICES OPERATING AGREEMENT WITH THE BRAZOS RIVER AUTHORITY AND THE CITY OF BELTON, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, ownership of the Temple-Belton Wastewater Treatment Plant (“TBP”) is being transferred to Temple and Belton and Staff proposes that the City enter into a short term agreement with the Brazos River Authority (“BRA”) for continued management of the plant for both cities;

Whereas, pursuant to the proposed Wastewater Services Operating Agreement (the “Agreement”) on or before June 1st of each year, BRA will provide the Cities with an annual budget which will include an estimate of all operating and maintenance expenses, plus a management fee of 3% - the estimate for operating and maintenance expenses will be based upon the estimated amount of wastewater to be delivered to the TBP for the next fiscal year as determined by BRA;

Whereas, pursuant to the Agreement, BRA will retain liability for any losses, damages, costs, expenses or liabilities which are caused by BRA’s negligence, recklessness, or intentional acts; 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, after approval as to form by the City Attorney, to enter into a “Wastewater Services Operating Agreement” with the Brazos River Authority and the City of Belton in which BRA agrees to maintain and operate the TBP and the Cities agree to compensate BRA for those services.

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 **20th** day of **December**, 2012.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN OWNERSHIP AND MANAGEMENT AGREEMENT FOR THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT WITH THE CITY OF BELTON, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, ownership of the Temple-Belton Wastewater Treatment Plant (“TBP”) will soon be transferred from the Brazos River Authority to the Cities of Temple and Belton - the proposed Ownership and Management Agreement (the “Agreement”) will outline the responsibilities and will set forth the rights and obligations of each of the Cities;

Whereas, the Agreement acknowledges that Temple has an undivided 75% share of the TBP and the right to use 75% of the capacity of the TBP and Belton has an undivided 25% share of the TBP and the right to use 25% of its capacity;

Whereas, maintenance costs which may include minor or major repairs to the TBP that are necessary to allow the TBP to continue to operate, or improvements to the operation or efficiency of the plant, will be borne 75% by Temple and 25% by Belton;

Whereas, the agreement will also create a “Managing Committee” which will oversee the management, upgrade, operation, and maintenance of the TBP – the City Managers of both Temple and Belton shall be the Managing Committee;

Whereas, the term of this agreement is 5 years and may be extended or modified by mutual agreement of the 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, after approval as to form by the City Attorney, to enter into an “Ownership and Management Agreement for the Temple-Belton Wastewater Treatment Plant” with the City of Belton, outlining each cities’ responsibilities with regard to ownership, operation and management of the Temple-Belton Wastewater Treatment Plant.

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 **20th** day of **December**, 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

12/20/12
Item #3(F)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

David Blackburn, City Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to enter into a contract with KPMG for a freight movement and logistics study in an amount not to exceed \$270,000.

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

ITEM SUMMARY: The City Manager has been in discussions with members of the Reinvestment Zone ('RZ') and the Temple Economic Development Corporation ('TEDC') over the past several months about the need for better information and analytics associated with the planning work done being done by both entities.

The RZ is in the planning stages of developing its next 10 year plan for infrastructure investment. This plan will direct where limited resources will be invested for the planning horizon extending out to at least 2022.

Likewise, TEDC is updating its long range strategic plans for economic development at this time.

For both of these entities, and the City, a better understanding and analysis of freight movement, both current and forecasted, will be an invaluable tool in helping frame and construct the next round of planning documents , and investments to be made, by both the RZ and TEDC.

The City Manager's Office, along with representatives from the RZ and TEDC, developed a proposal for services relating to an analysis of freight and logistics movements to and thru Temple. Two firms were interviewed in the process and KPMG is the firm that we are recommending.

The cost of the assessment is anticipated not to exceed \$270,000. TEDC has agreed to participate in the assessment at an amount not to exceed \$90,000. The RZ will hear a recommendation from the Project Committee at its next Board meeting to participate at a cost not to exceed \$90,000. This leaves the City participation amount at \$90,000 and it is recommended that we participate at this level.

FISCAL IMPACT: The Reinvestment Zone No. 1 Financing Plan has funds available in Line 50, account 795-9500-531-2616 to fund its \$90,000 share of the contract with KPMG for the freight movement and logistics study. A budget adjustment is presented for Council approval appropriating \$180,000 to account 351-1100-513-2616 which is comprised of \$90,000 to be received from TEDC and \$90,000 from the General Fund's Unallocated Fund Balance to fund the City's share.

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY 2013

BUDGET ADJUSTMENT FORM

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

Adjustments should be rounded to the nearest \$1.

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
351-1100-513-26-16	100944	Professional	\$ 180,000			
351-0000-490-25-82		Transfer In	90,000			
351-0000-461-08-65		Miscellaneous Reimbursements	90,000			
110-9100-591-81-51		Transfer Out-Capital Projects	90,000			
110-0000-352-13-45		Designated for Cap. Proj/Unallocated			\$ 90,000	
		<i>Do Not Post</i>				
TOTAL.....			\$ 450,000		\$ 90,000	

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

This budget adjustment appropriates funds from General Fund-Designated Capital Projects- Unallocated to fund the City's share of the KPMG freight movement and logistics study of \$90,000 and also appropriates the amount to be received from TEDC in the amount to \$90,000 for the study. The Reinvestment Zone no. 1 is contributing \$90,000 and funds for its share are available in account 795-9500-531-2616. Total contract amount is not to exceed \$270,000.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

x

Yes

No

DATE OF COUNCIL MEETING

12/20/2012

WITH AGENDA ITEM?

X

☐ Yes☐ No

Department Head/Division Director

Date _____

Approved

Disapproved

Finance

Date _____

Approved

Disapproved

City Manager

Date _____

Approved

Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT WITH KPMG FOR A FREIGHT MOVEMENT AND LOGISTICS STUDY TO BETTER UNDERSTAND FREIGHT MOVEMENT, BOTH CURRENT AND FORECASTED, IN AN AMOUNT NOT TO EXCEED \$270,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has been in discussions with members of the Reinvestment Zone and the Temple Economic Development Corporation over the past several months about the need for better information and analytics associated with the planning work being done by both entities;

Whereas, the Reinvestment Zone is in the planning stages of developing its next ten year plan for infrastructure investment and the Temple Economic Development Corporation is in the process of updating its long range strategic plans for economic development – for both of these entities, a better understanding and analysis of freight movement, both current and forecasted, will be an invaluable tool in helping frame and construct the next rounds of planning documents and investments to be made;

Whereas, the City Manager's office, along with representatives from the Reinvestment Zone and the Temple Economic Development Corporation developed a proposal for services related to an analysis of freight and logistics movements to and through Temple and staff recommends utilizing the services of KPMG;

Whereas, the Temple Economic Development Corporation has agreed to participate in the anticipated costs of the assessment in an amount not to exceed \$90,000 - the Reinvestment Zone will hear a recommendation from the Project Committee at its next Board meeting to participate in the anticipated costs of the assessment in an amount not to exceed \$90,000 and Staff recommends the City participate in the assessment in an amount not to exceed \$90,000;

Whereas, funds are budgeted in the Reinvestment Zone No. 1 Financing Plan Account No. 795-9500-531-2616, Line 50 – a budget adjustment is presented to Council appropriating \$180,000 to Account No. 351-1100-513-2616 which is comprised of \$90,000 to be received from TEDC and \$90,000 for the City's share; 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, after approval as to form by the City Attorney, to enter into a contract with KPMG for a freight movement and logistics study to gain a better understanding and analysis of freight movement, both current and forecasted.

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 **20th** day of **December**, 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

12/20/12
Item #3(G)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Ken Cicora, Parks and Leisure Services Director

ITEM DESCRIPTION: Consider adopting a resolution to authorize Change Order #1 to the construction contract with Patin Construction, LLC of Taylor to address drainage issues with the Safe Routes To Schools trail project at Lakewood School/FM 2305 in an amount not to exceed \$47,180.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: During the construction phase of this project drainage issues were discovered at two intersections where this trail crosses the street. One intersection is at FM 2305 and St. Andrews and the other intersection is at FM 2305 and the entrance to Lakewood School. This change order makes it possible to repair the drainage issues so there will not be standing water after a rain where this trail crosses these intersections. 60 days are allotted for this change order.

FISCAL IMPACT: The City was awarded \$496,725 for the line item construction for this project. A construction contract in the amount of \$458,498 was awarded to Patin Construction which left \$38,227 for additional construction funds available for the project.

After approval of Change Order #1 in the amount of \$47,180, the City will recognize additional grant revenue and expenditures in the amount of \$8,953 to fully fund the change order. The Advance Funding Agreement for this project states in section 13, Local Project Sources and Uses of Funds part C that over run funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The State has approved the additional funding needed of \$8,953.

A budget adjustment is attached for Council's approval appropriating \$8,953 for the additional grant expenditures to 260-3400-531-63-15, project # 100690.

ATTACHMENTS:

[Change Order](#)

[Budget Adjustment](#)

[Resolution](#)

Date: November 17, 2012

CHANGE ORDER NO. 1

Temple Safe Routes to School
City of Temple, Texas
MIDWAY DRIVE (CSJ 0909-36-130)
FM 2305 (WEST ADAMS) - LAKEWOOD DRIVE (CSJ 0909-36-131)

OWNER: City of Temple
 CONTRACTOR: Patin Construction, LLC
 ORIGINAL CONTRACT AMOUNT: \$ 856,579.00
 ORIGINAL CONTRACT AMOUNT (MIDWAY): \$ 398,081.00
 ORIGINAL CONTRACT AMOUNT (FM 2305 - LAKEWOOD): \$ 458,498.00

The following adjustments to pay items and additional pay items shall be included in the scope of this contract:

ITEM NO.	DESC. CODE	ORIGINAL QUANTITY	ADJUSTMENT	UNIT	DESCRIPTION OF ITEMS	UNIT PRICE	NET CHANGE CURRENT CO
LAKEWOOD AND SCHOOL INTERSECTION - STA. 24+00							
104	2017	103	132	SY	REMOVING CONC (DRIVEWAYS)	\$ 18.00	\$ 2,376.00
105	2011	473	152	SY	REMOVING STAB BASE AND ASPH PAV (2"-6")	\$ 2.00	\$ 304.00
247	2342	927	152	SY	FL BS (CMP IN PLACE) (TY A GR 2) (8")	\$ 16.00	\$ 2,432.00
530	2004	285	132	SY	INTERSECTIONS (CONC)	\$ 40.00	\$ 5,280.00
LAKEWOOD DRIVE, FM 2305 TO PARKDALE CURB & GUTTER							
104	2022	317	755	LF	REMOVING CONC (CURB AND GUTTER)	\$ 2.00	\$ 1,510.00
529	2010	2,742	755	LF	CONC CURB AND GUTTER (TY II) (REINF)	\$ 20.00	\$ 15,100.00
INSTALL INLET AT STA. 18+88.81							
465	2003	2	1	EA	INLET (COMP) (TY H)	\$ 4,800.00	\$ 4,800.00
496	2002	4	1	EA	REMOV STR (INLET)	\$ 500.00	\$ 500.00
462		0	5	LF	CONC BOX CULV (4 FT X 3 FT)	\$ 1,340.00	\$ 6,700.00
							\$ -
FM 2305 AND ST. ANDREWS PLACE - STA. 41+00							
104	2017	103	123	SY	REMOVING CONC (DRIVEWAYS)	\$ 18.00	\$ 2,214.00
105	2011	473	58	SY	REMOVING STAB BASE AND ASPH PAV (2"-6")	\$ 2.00	\$ 116.00
247	2342	927	58	SY	FL BS (CMP IN PLACE) (TY A GR 2) (8")	\$ 16.00	\$ 928.00
530	2004	285	123	SY	INTERSECTIONS (CONC)	\$ 40.00	\$ 4,920.00
					TOTAL		

Contract Amount Prior to C.O. No. 1	\$	856,579.00
Total Change in Contract Amount per C.O. No. 1	\$	47,180.00
Revised Contract Amount	\$	903,759.00
Net Increase/(Decrease) in Contract Time		60

Approved by Engineer

Approved by Owner

By: _____
 Edward "Jed" D. Sulak, Jr., P.E.
 BSP Engineers, Inc.

By: _____
 City of Temple

Accepted by Contractor

Approved by the Texas Department of Transportation

By: _____
 Patin Construction, LLC

By: _____
 Texas Department of Transportation

FY **2013****BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
260-3400-531-63-15	100690	Sidewalk/Curb/Gutter	\$ 8,953	
260-0000-431-01-63		Federal Grants	8,953	
TOTAL.....			\$ 17,906	\$ -

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

Appropriate additional grant revenue and expenditure for the Safe Routes to School Grant Lakewood project as a result of Change Order No. 1. to the construction contract with Patin Construction. Drainage issues were discovered during the construction phase of the project which resulted in the need for the change order. The City was awarded \$496,725 for the line item construction for this project. A construction contract in the amount of \$458,498 was awarded to Patin Construction which left \$38,227 for additional construction funds available. With the expenditures from Change Order #1 the City must recognize additional grant revenue and expenditures in the amount of \$8,953. The Advance Funding Agreement for this project states in section 13, Local Project Sources and Uses of Funds part C, that over run funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

12/20/2012

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CHANGE ORDER #1 TO THE CONSTRUCTION CONTRACT WITH PATIN CONSTRUCTION, LLC., OF TAYLOR, TEXAS, TO ADDRESS DRAINAGE ISSUES WITH THE SAFE ROUTES TO SCHOOL TRAIL PROJECT AT LAKEWOOD SCHOOL/FM 2305, IN AN AMOUNT NOT TO EXCEED \$47,180; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, during the construction phase of this project, drainage issues were discovered at two intersections where this trail crosses the street – one intersection is at FM 2305 and St. Andrews and the other intersection is at FM 2305 and the entrance to Lakewood School;

Whereas, this change order makes it possible to repair the drainage issues so there will not be standing water after rain where this trail crosses these intersections;

Whereas, the City was awarded \$496,725 through the Safe Routes to School Program and a construction contract was awarded to Patin Construction, LLC in the amount of \$458,498 – leaving an amount of \$38,227 for additional construction funds available for this project;

Whereas, after funding this change order in the amount of \$47,180, the City will recognize additional grant revenue and expenditures in the amount of \$8,953 of which the State has approved the additional funding needed;

Whereas, funds are available in Account No. 260-3400-531-6315, Project No. 100690, to fund this change order, but a budget amendment needs to be approved to transfer the funds to the appropriate expenditure account; and

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a change order to the construction contract between the City of Temple and Patin Construction, LLC, of Taylor, Texas, after approval as to form by the City Attorney, to address drainage issues with the Safe Routes to School trail project at Lakewood School/FM 2305, in an amount not to exceed \$47,180.

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 **20th** day of **December**, 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

12/20/12
Item #3(H)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of Sungard ONESolution Permits, Land Management, Planning and Code Enforcement replacement software from Sungard Public Sector in the amount of \$119,991.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has been using a software solution called Naviline for Community Development for the past seven years but the software, while it has served its purpose, is an older technology that has not been efficient in processing customer transactions.

To streamline the entire development process for our employees and customers, we are proposing to replace this aging technology with a windows-based software called ONESolution. The ONESolution product will provide more efficient workflow, enterprise project management, integrated building permits and interfaces with our current financial software.

This software will enable a more efficient workflow, easier navigation and a fully integrated development process. The software will allow staff to create a customized workflow that will best fit the needs of our development community.

This purchase is being recommended as a 'single source' procurement as it is an upgrade to the City's existing Sungard Public Sector's integrated financial software. The ONESolution software is only available from Sungard Public Sector.

FISCAL IMPACT: The Information Technology Department currently has funds budgeted in account 110-1700-519-62-21, Capital Project# 100888, in the amount of \$119,991 for the purchase of the ONESolution Applications.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF SUNGUARD ONESOLUTION PERMITS, LAND MANAGEMENT, PLANNING AND CODE ENFORCEMENT REPLACEMENT SOFTWARE WITH SUNGARD PUBLIC SECTOR, INC., IN THE AMOUNT OF \$119,991; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently uses Navaline for Community Development and has for the past seven years, but the software, while it has served its purpose, is an older technology that has not been efficient in processing customer transactions;

Whereas, to streamline the entire development process for employees and customers, the purchase of the ONESolution product will provide more efficient workflow, enterprise project management, integrated building permits and it will interface with the City's current financial software;

Whereas, this software will provide easier navigation and a fully integrated development process which will allow staff to create and customize workflow that best fits the needs of our development community;

Whereas, funds are budgeted in the Information Technology Department Account No. 110-1700-519-6221, Capital Project No. 100888 for this purchase; 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 purchase of Sungard ONESolution Permits, Land Management, Planning and Code Enforcement Replacement Software with Sungard Public Sector, Inc., in an amount not to exceed \$119,991.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

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 **20th** day of **December**, 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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Item #3(I)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Kenny Henderson, Director of Street and Drainage Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of an asphalt lay-down machine with accessories from Romco Equipment Company of San Antonio utilizing a BuyBoard contract in the amount of \$62,618.35.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Street Services Division of Public Works routinely performs asphalt repair work to city streets using a motor grader and dump truck to lay in asphalt to the areas being repaired. While effective, this process can be somewhat slow with the end result not as aesthetically pleasing as what could be accomplished using an asphalt lay down machine. The Lee Boy 1000 F paver is a smaller but highly effective lay down machine that would help Street Services better maintain city streets.

The purchase of the Lee Boy 1000 F asphalt lay down machine with accessories is available through a BuyBoard contract. All purchases through the BuyBoard meet the Texas governmental competitive bid requirements.

FISCAL IMPACT: Purchasing of this lay down machine was approved in the FY 2013 budget. Funding in the amount of \$65,000 is available in account 110-5900-531-62-22, project #100893 for the purchase of the lay down machine.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF AN ASPHALT LAY-DOWN MACHINE WITH ACCESSORIES FROM ROMCO EQUIPMENT COMPANY OF SAN ANTONIO, TEXAS, THROUGH THE BUYBOARD LOCAL GOVERNMENT ONLINE PURCHASING COOPERATIVE IN THE AMOUNT OF \$62,618.35; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Street Services Division of Public Works routinely performs asphalt repair work to City streets using a motor grader and dump truck to lay asphalt to the areas being repaired;

Whereas, while effective, this process can be slow and the end result not as aesthetically pleasing as what could be accomplished using an asphalt lay-down machine - the Lee Boy 1000 F paver is a smaller but highly effective lay down machine that would help Street Services better maintain City streets;

Whereas, the purchase of the asphalt lay-down machine with accessories is available utilizing the BuyBoard Local Government Online Purchasing Cooperative contract and meets the Texas Governmental Competitive bid requirements;

Whereas, funds are available in Account No. 110-5900-531-62-22, Project No. 100893 for this purchase; 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 purchase of an asphalt lay-down machine with accessories from Romco Equipment Company of San Antonio, Texas, through the BuyBoard Local Government Online Purchasing Cooperative System, in the amount of \$62,618.35.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

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 **20th** day of **December**, 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

12/20/12
Item #3(J)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Gary O. Smith, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of ten (10) mobile digital video systems for the new police vehicles from L-3 Mobile Vision utilizing the Houston-Galveston Area Council Interlocal Cooperative in the amount of \$53,450.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Police Department seeks approval to purchase mobile digital video systems to be installed in the (10) replacement vehicles that are in the budget. The digital video systems are the same videos we have been purchasing in the last 3 years. This system wirelessly downloads videos to a server which reducing the costs associated with purchasing these recording media. The system also provides for much quicker access to the recordings by officers, supervisors, and prosecutors, saving considerable time when incidents need to be reviewed, or are moving through the criminal justice system.

This purchase is being recommended utilizing a Houston-Galveston Area Council (HGAC) Cooperative contract. All contracts available through the HGAC Cooperative have been awarded by virtue of a public competitive procurement process compliant with state statutes.

FISCAL IMPACT: In the FY 2013 budget, funding in the amount of \$405,000 was appropriated in account 110-2031-521-62-13, project #100889 for the purchase of 10 marked vehicles and related accessories.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 10 MOBILE DIGITAL VIDEO SYSTEMS FOR THE NEW POLICE VEHICLES FROM L-3 MOBILE VISION, INC., OF BOONTON, NEW JERSEY, UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL INTERLOCAL COOPERATIVE (HGAC) CONTRACT #EF04-11, IN THE AMOUNT OF \$53,450; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Police Department seeks to purchase 10 mobile digital video systems which will be installed in the ten replacement vehicles authorized in the FY2013 budget;

Whereas, the digital video systems are the same video systems that have been purchased in the past three years – the system wirelessly downloads videos to a server which reduces the costs associated with purchasing recording media;

Whereas, the system also provides much quicker access to the recordings by officers, supervisors, and prosecutors, saving considerable time when incidents need to be reviewed or are moving through the criminal justice system;

Whereas, the Staff recommends purchasing ten mobile digital video systems which will be installed in ten replacement vehicles from L-3 Mobile Vision utilizing the Houston-Galveston Area Council Interlocal Cooperative contract pricing (contract # EF04-11) in the amount of \$53,450;

Whereas, funds were appropriated in the FY2012-13 budget and funding is available for this purchase in Account No. 110-2031-521-6213, project # 100889; 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 purchase of 10 mobile digital video systems which will be installed in ten replacement vehicles from L-3 Mobile Vision, Inc., of Boonton, New Jersey, utilizing the Houston-Galveston Area Council Interlocal Cooperative (HGAC), in the amount of \$53,450.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

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 **20th** day of **December**, 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

12/20/12
Item #3(K)
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DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Lisa Sebek, Director of Solid Waste Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of 1,908 plastic 96-gallon refuse containers for the Solid Waste Services Division of Public Works from Toter, Inc., Statesville, NC, through the State of Texas Contract in the amount of \$95,342.76.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Each year, the Solid Waste Division purchases new 96-gallon residential refuse containers, both for new service and for regular container replacement. A current State of Texas bid contract will allow for purchase. Current pricing on the State of Texas bid contract for shipping to Temple is \$49.97 each. We believe this to be a good cost per container.

The city has done business with Toter, Inc. and finds them to be a responsible vendor. Utilizing this contract through the State of Texas satisfies the requirement for competitive bids.

FISCAL IMPACT: Funding has been appropriated in the account listed below.

Description	Account #	Budget	Proposed Expenditure
96 Gallon Carts	110-2330-540-2211	\$95,343	\$95,342.76

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF 1,908 96-GALLON PLASTIC REFUSE CONTAINERS FOR THE SOLID WASTE SERVICES DIVISION OF PUBLIC WORKS, FROM TOTER, INC., OF STATESVILLE, NORTH CAROLINA, THROUGH THE STATE OF TEXAS CONTRACT (BID# 450-A2), IN THE AMOUNT OF \$95,342.76; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, each year, the Solid Waste Division purchases new 96-gallon residential refuse containers, both for new service and for regular container replacement;

Whereas, current pricing on the State of Texas Contract (Bid #450-A2) for the containers is \$49.97 each, which Staff finds to be a good cost per container;

Whereas, the City has done business with Toter, Inc. in the past and finds them to be a responsible vendor – utilizing the State of Texas Contract satisfies the requirement for competitive bids;

Whereas, funds are available in Account No. 110-2330-540-2211 for this purchase; 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 purchase of 1,908 96-gallon plastic refuse containers from Toter, Incorporated, of Statesville, NC, for the Solid Waste Division, through the State of Texas Contract (Bid # 450-A2), in the amount of \$95,342.76.

PART 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

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 20th day of **December**, 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

12/20/12
Item #3(L)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: SECOND READING: Considering adopting an ordinance amending Article VII, "Regulation of Smoking in Public Places," in Chapter 16, "Health and Sanitation," of the City Code, to prohibit smoking in the public areas of bowling alleys, indoor entertainment facilities and in City parks, to exempt businesses with alcohol sales representing more than 50% of gross receipts, and to prohibit the owner or operator of a hotel or motel from designating more than twenty-five percent (25%) of rooms available for rent as smoking rooms.

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

ITEM SUMMARY: The City's first smoking ordinance was adopted in 1989. It provides for some basic regulation of smoking in enclosed areas open to the public. It required property owners to designate smoking and non-smoking areas and to post signs to that effect. The ordinance was significantly amended in 2006. The 2006 amendments (current ordinance) effectively prohibited smoking in most enclosed public areas of the City with a few exceptions. The exceptions in the 2006 amendments allow smoking in these enclosed areas:

Retail tobacco shops

Private residences

Enclosed areas not open to the general public

Bingo Parlors

Bowling Alleys

Establishments with less than 10 employees

Establishments where alcohol sales are > 45% of gross receipts

Leased hotel/motel rooms

Designated smoking areas with physical barrier, negative air pressure & separate ventilation

The Mayor's Committee on Fitness appeared before the City Council in September to request amendments to the City's smoking ordinance that would:

- Amend Sec. 16-89 to prohibit smoking in bowling alleys, entertainment centers & in all City parks
- Amend Sec. 16-93 to allow the operator of a hotel/motel to only smoking in 25% of the rooms
 - Current ordinance allows designation of 100% of the rooms as smoking rooms

- Amend Sec. 16-93 to allow smoking in an establishment where 50% of gross receipts are from alcohol (versus 45% in current ordinance)

The proposed ordinance incorporates those proposed changes for the City Council's consideration.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING ARTICLE VII, "REGULATION OF SMOKING IN PUBLIC PLACES," IN CHAPTER 16, "HEALTH AND SANITATION," OF THE CODE OF ORDINANCES OF THE CITY OF TEMPLE, TO PROHIBIT SMOKING IN THE PUBLIC AREAS OF BOWLING ALLEYS, INDOOR ENTERTAINMENT FACILITIES AND IN CITY PARKS; TO EXEMPT BUSINESSES WITH ALCOHOL SALES REPRESENTING MORE THAN 50% OF GROSS RECEIPTS, AND TO PROHIBIT THE OWNER OR OPERATOR OF A HOTEL OR MOTEL FROM DESIGNATING MORE THAN TWENTY-FIVE PERCENT (25%) OF ROOMS AVAILABLE FOR RENT AS SMOKING ROOMS; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Staff recommends amending Article VII, "Regulation of Smoking in Public Places," in Chapter 16, "Health and Sanitation," of the Code of Ordinances to prohibit smoking in the public areas of bowling alleys, indoor entertainment facilities and in City parks, to exempt businesses with alcohol sales representing more than 50% of gross receipts, and to prohibit the owner or operator of a hotel or motel from designating more than twenty-five percent (25%) of rooms as available for rent as smoking rooms;

Whereas, the City's first smoking ordinance was adopted in 1989 and provided for basic regulations of smoking in enclosed areas open to the public – the ordinance was significantly amended in 2006 to effectively prohibit smoking in most enclosed public areas of the City, with few exceptions;

Whereas, the Mayor's Committee on Fitness appeared before the City Council in September to request the recommended amendments to the City's smoking ordinance; and

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

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

Part 1: Article VII, "Regulation of Smoking in Public Places," in Chapter 16, "Health and Sanitation," of the Code of Ordinances of Temple, Texas, is amended to read as follows:

Sec. 16-89. Smoking prohibited in certain public areas

(a) (3) City buildings, **City parks (with the exception of the golf course portion of Sammons Golf Course)**, or any portion thereof owned or leased by the City and used for the City purposes;

(a) (5) any retail or service establishment serving the general public, including but not limited to, any food products establishment, department store, restaurant, **bowling alley, entertainment center**, laundromat, grocery store, private club, drug store, shopping mall, hair styling salons, including service lines, but excepting outdoor patio areas where food is served;

Sec. 16-93. Locations smoking is not prohibited

(b) hotel and motel rooms rented to guests, **provided that no more than twenty-five percent (25%) of rooms will be designated as smoking rooms**

(k) an establishment or facility where alcohol sales are equal to or in excess of **fifty percent (50%)** of the gross receipts of the establishment or facility.

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 **6th** day of **December**, 2012.

PASSED AND APPROVED on Second Reading on the **20th** day of **December**, 2012.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, MAYOR

ATTEST:

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/20/12
Item #3(M)
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DEPT./DIVISION SUBMISSION & REVIEW:

Ashley Williams, Sustainability and Grant Manager
Sam Weed, Superintendent of Fleet Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the reinstallation of one propane conversion kit from CleanFuel USA of Georgetown with grant funds in the amount of \$2,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City applied for and received grant funding from the Clean Start Propane Refueling, Vehicle Incentive & Outreach Program through Texas State Technical College (TSTC) and its partners CleanFuel USA (CFUSA) and Public Solutions Group (PSG). TSTC received funding from the U.S. Department of Energy (DOE) to promote the use of alternative fuels to preserve the environment through its Clean Start program. The City was notified in December 2012 that the City had been awarded the grant in the amount of \$2,000 with no City match required.

Under the program the City committed to reinstall one propane conversion kit from a totaled Police vehicle to another Police vehicle. The kit was originally installed on a Police patrol car that was totaled shortly after installation. The kit was examined and determined to still be in an operable and safe condition. Staff has identified the following vehicle to have the kit installed:

Department	Year	Model	Engine
Police	2010	Crown Victoria	4.6 L

This vehicle was chosen based on model year, current accumulated miles, use, and current conversion options available on the market.

The cost for reinstallation of the conversion kit totals \$2,000.

FISCAL IMPACT: Funding program guidelines provide for 100% reimbursable funding, in the amount of \$2,000, no City match is required. A budget adjustment is presented for Council's approval to appropriate the grant funds to be received to account 260-3800-519-23-33.

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY **2013****BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE
260-3800-519-23-33		Repair & Maint / Auto & Equip.	\$ 2,000	
260-0000-431-01-63		Federal Grants	2,000	
TOTAL.....			\$ 4,000	\$ -

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

Appropriate grant revenue and expenditure related to the Clean Start Propane Refueling, Vehicle Incentive & Outreach Program through Texas State Technical College (TSTC) and its partners CleanFuel USA (CFUSA) and Public Solutions Group (PSG). TSTC received funding from the U.S. Department of Energy (DOE) to promote the use of alternative fuels to preserve the environment through its Clean Start program. The City was awarded the grant in the amount of \$2,000 with no City match required. Funds will be used to reinstall one propane conversion kit from a totaled Police vehicle to another Police vehicle. The kit was originally installed on a Police patrol car that was totaled shortly after installation. The kit was examined and determined to still be in an operable and safe condition and acceptable for reinstallation.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

12/20/2012

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE REINSTALLATION OF ONE PROPANE CONVERSION KIT FROM CLEANFUEL USA OF GEORGETOWN, TEXAS, WITH GRANT FUNDS IN THE AMOUNT OF \$2,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City applied for and received grant funding from the Clean Start Propane Refueling, Vehicle Incentive & Outreach Program through Texas State Technical College and its partners, CleanFuel USA and Public Solutions Group;

Whereas, Texas State Technical College received funding from the U.S. Department of Energy to promote the use of alternative fuels and preserve the environment through its Clean Start program - the City was notified in December 2012 that it had been awarded the grant in the amount of \$2,000 with no City match required;

Whereas, under the program, the City committed to reinstall one propane conversion kit from a totaled Police vehicle to another Police vehicle – staff has identified the following vehicle to have the kit installed: 2010 Crown Victoria 4.6L engine – this vehicle was chosen based on model year, current accumulated miles, use and current conversion options available on the market;

Whereas, funding program guidelines provide for 100% reimbursable funding in the amount of \$2,000 with no City match required, however a budget adjustment to the FY12-13 budget needs to be approved to appropriate the grant expenditure and grant revenue to the appropriate expenditure account; and

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

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

Part 1: The City Council authorizes the reinstallation of one propane conversion kit from CleanFuel USA of Georgetown, Texas into a Police patrol car identified as a 2010 Crown Victoria, 4.6L engine, in the amount of \$2,000 with no City match required.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents, after approval as to form by the City Attorney, that may be necessary for this purchase.

Part 3: The City Council approves an amendment to the FY2012-13 budget, substantially in the form of the copy attached hereto, for this purchase.

Part 4: 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 **20th** day of **December**, 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

12/20/12
Item #3(N)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Lonzo Wallace, Jr., Fire Chief

ITEM DESCRIPTION: Consider adopting a resolution authorizing the submission of the Texas Forest Service TIFMAS Grant for reimbursement to the City of Temple for course fees related to the TEEX Vehicle Extrication Technician I & II in the amount of \$4,080.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The request is for approval to submit the TIFMAS Grant application for reimbursement of training course fees. The TIFMAS Grant is funded through the Texas Forest Service for fire department personnel that attend approved training.

Temple Fire & Rescue hosted the TEEX Vehicle Extrication Technician I & II course on November 3 – 4, 2012. The cost per student for this course was \$170. There were a total of 63 attendees from various fire departments in the state. The city of Temple had a total of 24 certified fire personnel attend this training of which 20 were from the Fire Department and 4 were from the Airport.

Should approval be received, the TIFMAS Grant will reimburse the City of Temple for the tuition costs of the November 3-4, 2012 training for 24 Fire personnel that attended.

FISCAL IMPACT: Tuition for the 24 City of Temple certified Fire personnel that attended the training was \$4,080. The TIFMAS Grant, if awarded, will reimburse the City of Temple for these expenditures. A budget adjustment is presented for Council's approval appropriating grant revenue and expenditure in the amount of \$4,080.

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

FY **2013****BUDGET ADJUSTMENT FORM**

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

Adjustments should be rounded to the nearest \$1.

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ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE	
260-2200-522-25-14		Travel & Training	\$ 3,400			
260-3600-560-25-14		Travel & Training	680			
260-0000-431-02-61		State Grant Revenue	4,080			
TOTAL.....			\$ 8,160		\$ -	

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

To appropriate grant revenue and expenditure for the Texas Intrastate Fire Mutual Aid System (TIFMAS) Training Tuition/Emergency Grant program through the Texas Forest Service. Grant funds will be used to reimburse the City for the cost of tuition for City firefighters who attended the Texas Engineering Extension Service (TEEX) Vehicle Extrication School.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒

Yes

☐

No

DATE OF COUNCIL MEETING

12/20/2012

WITH AGENDA ITEM?

☒

Yes

☐

No

Department Head/Division Director

Date

☐

Approved

☐

Disapproved

Finance

Date

☐

Approved

☐

Disapproved

City Manager

Date

☐

Approved

☐

Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS; AUTHORIZING THE SUBMISSION OF THE TEXAS FOREST SERVICE TIFMAS GRANT FOR REIMBURSEMENT TO THE CITY OF TEMPLE FOR COURSE FEES RELATED TO THE TEEX VEHICLE EXTRICATION TECHNICIAN I & II, IN THE AMOUNT OF \$4,080; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Temple Fire & Rescue hosted the TEEX Vehicle Extrication Technician I & II course on November 3 – 4, 2012;

Whereas, the cost per student for this course was \$170 and there were 63 attendees from various fire departments in the State – the City of Temple had a total of 24 certified fire personnel attend this training, of which 20 were from the Fire Department and 4 were from the Airport;

Whereas, submission of the TIFMAS Grant application, reimburses the city for training course fees and should approval be received, the TIFMAS grant will reimburse the City of Temple for 24 fire personal that attended the training, in the amount of \$4,080;

Whereas, an amendment to the FY2012-13 budget needs to be approved to appropriate grant revenue and expenditures in the amount of \$4,080; 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 submission of the Texas Forest Service TIFMAS Grant for reimbursement of tuition costs for 24 City of Temple certified fire personnel whom attended the TEEX Vehicle Extrication Training on November 3-4, 2012, in the amount of \$4,080.

Part 2: The City Council accepts any funds that may be received as reimbursement for this grant, and authorizes the City Manager to execute any documents which may be necessary for this grant.

Part 3: The City Council approves an amendment to the FY2012-13 budget, substantially in the form of the copy attached hereto, for this purchase.

Part 4: 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 **20th** day of **December**, 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

12/20/12
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Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Randy A. Stonerod, Director of Human Resources

ITEM DESCRIPTION: Consider adopting a resolution approving the Managed Accounts option, TD Ameritrade Option, and 457 Loan Implementation Option for employees enrolled in the ICMA 457 Deferred Compensation Plan.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On December 6, 1984, the City Council passed a resolution adopting a 457 Deferred Compensation Plan and appointed ICMA Retirement Corporation as the plan administrator. Currently, an employee can contribute pre-tax dollars up to the set maximum yearly limit. The City does not match an employee's contribution to the 457 plan. The proposed resolution seeks to add three new plan options which include the Managed Accounts Option, TD Ameritrade Option, and the 457 Loan Implementation Option.

Currently, employees are limited to a pre-defined group of investments. While this pre-defined group performs very well, ICMA offers employees a wider choice of investment options and broker assistance through their Managed Accounts and TD Ameritrade Options. There are additional fees payable by the employee for these services as well as account balance minimums that must be met to be eligible to participate. There is no cost to the City for these plan options.

An employee's 457 funds are available to the employee upon retirement, separation of service, or through a defined emergency withdrawal. The adoption of the 457 Loan Implementation Option would allow the employee to borrow no more than 50% of their account balance and repay it to ICMA with interest, over a five (5) year schedule.

ICMA will administer the loan and the repayment of the loan through ACH (bank draft).

City staff recommends the adoption of Managed Accounts, TD Ameritrade and ICMA 457 Loan Implementation. This adoption has no direct cost to the City since this is a voluntary program.

FISCAL IMPACT: There is no cost to the City for these services.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE ADOPTION OF A MANAGED ACCOUNTS OPTION, TD AMERITRADE OPTION, AND 457 LOAN IMPLEMENTATION OPTION FOR EMPLOYEES ENROLLED IN THE ICMA-RC 457 DEFERRED COMPENSATION PLAN; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple recognizes that its employees render valuable services to the City;

Whereas, in 1984, the City adopted a 457 Deferred Compensation Plan with ICMA-RC to establish a retirement plan for its employees;

Whereas, the City has determined that permitting employees who participate in the 457 Deferred Compensation Plan to participate in a Managed Accounts option, TD Ameritrade option, and 457 Loan Implementation option will serve the best interests of its employees; and

Whereas, the City Council has considered these matters 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 is hereby authorized to execute a Loan Guidelines Agreement with ICMA-RC, an Administration Agreement with ICMA-RC, and any other required documents for the purpose of permitting City of Temple employees who participate in the 457 Deferred Compensation Plan to participate in a Managed Accounts option, TD Ameritrade option and 457 Loan Implementation option.

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 **20th** day of **December**, 2012.

CITY OF TEMPLE, TEXAS, CITY COUNCIL

WILLIAM A. JONES, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

12/20/12
Item #3(P)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City to convey property located at 712 Calhoun Avenue, 2301 Case Road, and 2241 Everton Drive to abutting property owners for fair market value.

Executive Session – Pursuant to Chapter 551, Government Code § 551.072 – Real Property – The City Council may enter into executive session to discuss the purchase, exchange, lease or value of real property relating to City projects, the public discussion of which would have a detrimental effect on negotiations with a third party.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: As part of the continuing effort to dispose of surplus City property and return it to the property tax roll, we have contacted a number of adjacent property owners for small, isolated tracts and have received offers to purchase the above listed properties from three abutting property owners. Staff negotiated with the three property owners on a fair sale price of the City owned property. Staff now seeks approval to enter into a real estate sales contract on each of the following properties with each of the identified individuals/entities for the amount listed.

1. Sale of property located at 712 East Calhoun Avenue (legal description: BENTLEY, BLOCK 012, LOT PT 3, (W 26' OF 3)) to John Pemberton for the fair market value of **\$650**. See attached "Exhibit A."
2. Sale of property located at 2301 Case Road (legal description: A0014BC M MORENO, 294-2, OB1005 ACRES 3.35) to J & P Oil & Gas, Inc for the fair market value of **\$2,531**. See attached "Exhibit B."
3. Sale of property located at 2241 Everton Drive (legal description: A0692BC R ROBERTS, OB 604, (ROW), ACRES .155) to Gretta May, LLC for the fair market value of **\$2,275**. See attached "Exhibit C."

FISCAL IMPACT: The revenue generated from the sale of these properties will total \$4,925.

ATTACHMENTS:

[Exhibits A-C of Conveyed Properties
Resolution](#)



712 E Calhoun Ave

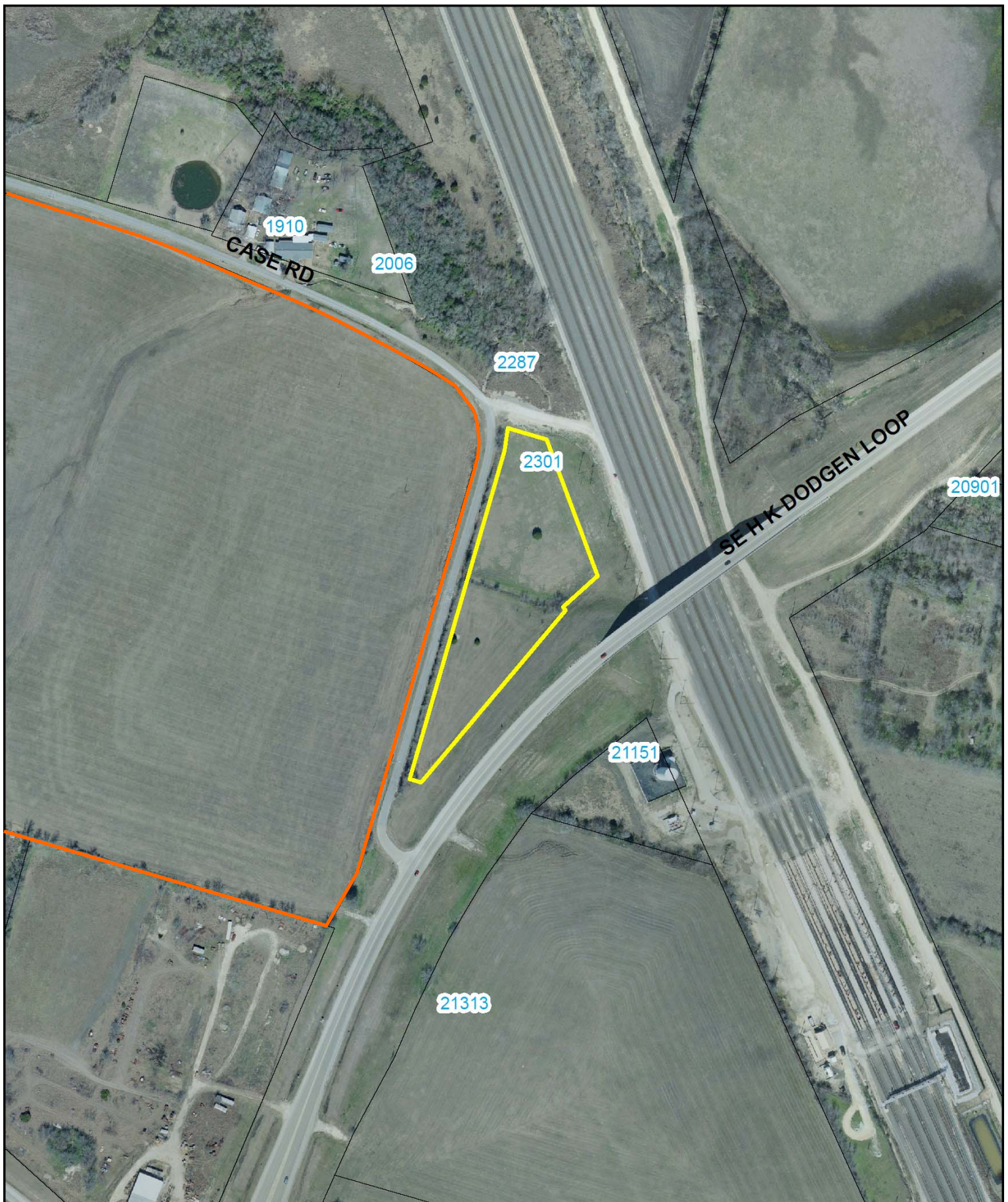
County Property ID: 21070



1 inch = 75 feet

DISCLAIMER:

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



2301 Case Rd

County Property ID: 63667



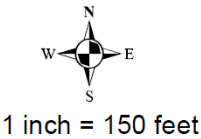
1 inch = 300 feet

DISCLAIMER:

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



2241 Everton Dr
County Property ID: 233046



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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY OF TEMPLE TO CONVEY PROPERTY LOCATED AT 712 CALHOUN AVENUE, 2301 CASE ROAD, AND 2241 EVERTON DRIVE TO ABUTTING PROPERTY OWNERS FOR FAIR MARKET VALUE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, as part of the continuing effort to dispose of surplus City property and return it to the property tax rolls, staff has negotiated with the three adjacent property owners on a fair sales price of the following City owned properties, at the amounts listed:

- 1) 712 East Calhoun Avenue – to John Pemberton for \$650.00;
- 2) 2301 Case Road – to J&P Oil & Gas, Inc. for \$2,531.00; and
- 3) 2241 Everton Drive – to Gretta May, LLC for \$2,275.00

Whereas, Staff now seeks approval to enter into a real estate sales contract with each property owner; 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 any documents, after approval as to form by the City Attorney, that may be necessary for the sale of the properties located at 712 Calhoun Avenue, 2301 Case Road, and 2241 Everton Drive to abutting property owners for fair market value.

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 **20th** day of **December**, 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

12/20/12
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Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution approving the annual report of the Tax Increment Financing Reinvestment Zone No. 1 for fiscal year 2011-2012.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

BACKGROUND: This item is to comply with the State law requiring submission of an annual report to the taxing units within the Reinvestment Zone No. 1 (Zone).

The attached report discloses the financial condition of the Zone as of 9/30/2012, as well as the tax collections by taxing entity.

The financial information contained in this report was presented to the Reinvestment Zone No. 1 Board at the December 12, 2012, meeting. The annual report will be mailed to the chief executive officer of each taxing unit that levies property taxes on real property in the Reinvestment Zone and to the State Comptroller as required by state law.

FISCAL IMPACT: See the attached annual report of the Tax Increment Financing Reinvestment Zone No. 1 for fiscal year 2011-2012.

ATTACHMENTS:

[Annual Report](#)
[Resolution](#)



Reinvestment Zone No. 1 Annual Report

For the year ended
September 30, 2012

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CITY OF TEMPLE, TEXAS
REINVESTMENT ZONE NO. 1
BALANCE SHEET
September 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
ASSETS		
Current assets:		
Investments	\$ 8,275,256	\$ 9,886,152
Receivables (net of allowance for estimated uncollectible):		
Accounts receivable	2,088	2,778
Ad valorem taxes	43,868	208,930
Total current assets	<u>8,321,212</u>	<u>10,097,860</u>
Restricted assets:		
Reserve for debt service	884,225	883,220
Bond proceeds	1,151,936	1,596,420
Total restricted assets	<u>2,036,161</u>	<u>2,479,640</u>
Total assets	<u>\$ 10,357,373</u>	<u>\$ 12,577,500</u>
LIABILITIES AND FUND BALANCES		
Current liabilities:		
Vouchers and contracts payable	\$ 142,882	\$ 154,837
Retainage payable	57,965	-
Deferred revenues	43,869	208,930
Total current liabilities	<u>244,716</u>	<u>363,767</u>
Liabilities from restricted assets:		
Vouchers and contracts payable	11,731	49,680
Retainage payable	-	1,085
Total liabilities from restricted assets	<u>11,731</u>	<u>50,765</u>
Total liabilities	<u>256,447</u>	<u>414,532</u>
Fund Balance:		
Restricted for:		
Debt service	3,717,664	4,183,220
Construction	1,140,205	1,545,655
Committed to:		
Reinvestment Zone No. 1 Projects	<u>5,243,057</u>	<u>6,434,093</u>
Total fund balance	<u>10,100,926</u>	<u>12,162,968</u>
Total liabilities and fund balances	<u>\$ 10,357,373</u>	<u>\$ 12,577,500</u>

CITY OF TEMPLE, TEXAS
 REINVESTMENT ZONE #1
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - ACTUAL AND BUDGET
 For the year ended September 30, 2012
 (With comparative amounts for the year ended September 30, 2011)

	2012			2011	Analytical
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Increase (Decrease) Prior yr.
REVENUES:					
Taxes	\$ 4,475,690	\$ 4,453,723	\$ 21,967	\$ 4,186,451	\$ 289,239
Interest	35,366	68,996	(33,630)	14,558	20,808
Payment in lieu of taxes	1,300,000	1,300,000	-	1,300,000	-
Leases	6,715	-	6,715	5,315	1,400
Miscellaneous reimbursements	206,639	205,250	1,389	175,000	31,639
License and permits	40,226	36,000	4,226	47,757	(7,531)
Grants [State]	50,000	300,000	(250,000)	-	50,000
Total revenues	6,114,636	6,363,969	(249,333)	5,729,081	385,555
EXPENDITURES:					
Administrative					
Professional	130,409	206,450	76,041	54,814	75,595
Other contracted services	150,000	175,000	25,000	160,043	(10,043)
Temple Medical Education District (TMED)	1,617	3,167	1,550	75,433	(73,816)
Downtown non-capital improvements	33,500	134,554	101,054	84,646	(51,146)
NW Loop 363 Improvements (TxDot)-ROW	770,000	899,350	129,350	30,650	739,350
Contractual obligation - TEDC	165,000	165,000	-	150,000	15,000
Intergovernmental:					
Reimbursement to TISD	25,000	25,000	-	174,779	(149,779)
Total administrative expenditures	1,275,526	1,608,521	332,995	730,365	545,161
Capital Improvements					
North Zone	-	58,800	58,800	6,000	(6,000)
Pepper Creek Trail Ext (Phase I)	-	125,000	125,000	20,303	(20,303)
General Rail Spur Improvements	36,273	274,575	238,302	2,871	33,402
General Roadway Improvements	125,749	158,826	33,077	42,979	82,770
Downtown Improvements	-	557,673	557,673	-	-
Southeast Industrial Park	19,575	88,900	69,325	37,300	(17,725)
Temple Medical Education District (TMED)	693,264	4,398,656	3,705,392	287,594	405,670
Outer Loop (from Wendland to IH 35 N)	36,105	36,105	-	114,550	(78,445)
Airport Corporate Hangar Development	1,905,822	1,970,921	65,099	129,079	1,776,743
Gateway I35 Entrance	48,750	50,000	1,250	-	48,750
Bioscience Park	222,267	842,840	620,573	-	222,267
Total capital improvements	\$ 3,087,805	\$ 8,562,296	\$ 5,474,491	\$ 640,676	\$ 2,447,129

(Continued)

REINVESTMENT ZONE #1

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES

IN FUND BALANCE - ACTUAL AND BUDGET

For the year ended September 30, 2012

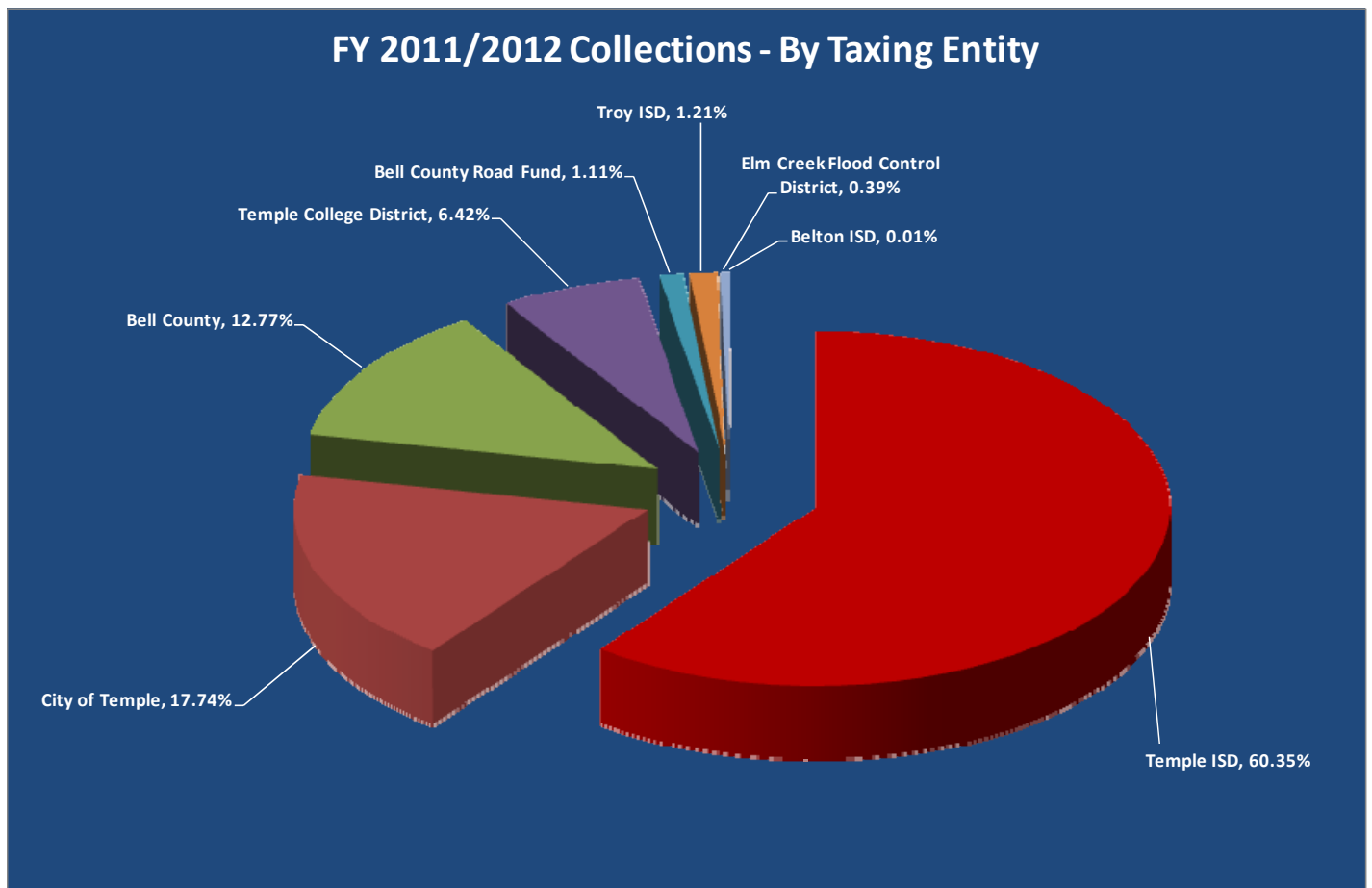
(With comparative amounts for the year ended September 30, 2011)

	2012			2011	Analytical
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Increase (Decrease) Prior yr.
Debt Service					
Bond principal	\$ 2,645,000	\$ 2,645,000	\$ -	\$ 665,000	\$ 1,980,000
Bond interest	1,159,010	1,159,010	-	1,312,984	(153,974)
Bond issuance costs	166,701	166,702	1	-	166,701
Fiscal agent fees	1,037	1,200	163	978	59
Total debt service	3,971,748	3,971,912	164	1,978,962	1,992,786
Total expenditures	8,335,079	14,142,729	5,807,650	3,350,003	4,985,076
Excess (deficiency) of revenues over expenditures	(2,220,443)	(7,778,760)	5,558,317	2,379,078	(4,599,521)
Other financing sources (uses):					
Refunding bonds issued	10,885,000	10,885,000	-	-	10,885,000
Original issue premium	1,021,712	1,021,712	-	-	1,021,712
Payment to refunded bond escrow agent	(11,748,311)	(11,748,312)	(1)	-	(11,748,311)
Total other financing sources	158,401	158,400	(1)	-	158,401
Excess (deficiency) of revenues and other financing sources over expenditures	(2,062,042)	(7,620,360)	5,558,316	2,379,078	(4,441,120)
Fund balance, beginning of period	12,162,968	12,162,968	-	9,783,890	2,379,078
Fund balance, end of period	\$ 10,100,926	\$ 4,542,608	\$ 5,558,316	\$ 12,162,968	\$ (2,062,042)

**CITY OF TEMPLE, TEXAS
REINVESTMENT ZONE NO. 1
SCHEDULE OF APPRAISED TAXABLE VALUE, TAX LEVY & TAX COLLECTIONS BY TAXING ENTITY
For the Tax Year 2011/Fiscal Year Ending September 30, 2012**

Taxing Jurisdiction	Appraised Taxable Value	Tax Levy	Tax Collections ⁽¹⁾	% Collected
Temple ISD	\$ 161,955,160	\$ 2,639,869	\$2,701,014	102.32%
City of Temple	136,065,299	772,715	793,895	102.74%
Bell County	135,874,284	519,040	571,391	110.09%
Temple College District	136,100,200	285,810	287,476	100.58%
Bell County Road Fund	162,567,774	48,608	49,789	102.43%
Troy ISD	3,090,470	51,688	54,216	104.89%
Elm Creek Flood Control District	52,865,301	17,287	17,361	100.43%
Belton ISD	31,447	540	548	101.48%
		\$ 4,335,557	\$ 4,475,690	103.23%

⁽¹⁾ Tax collections include the amount collected from the current year levy and any amount collected from prior years.



CITY OF TEMPLE, TEXAS
REINVESTMENT ZONE NO. 1
SCHEDULE OF FIXED ASSETS
For the year ending September 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Land	\$ 6,416,484	\$ 6,501,286
Buildings	1,103,036	1,103,035
Machinery & Equipment	42,559	42,559
Infrastructure	49,865,306	49,714,223
Construction in Progress	<u>3,644,245</u>	<u>707,522</u>
Total Fixed Assets	61,071,630	58,068,625
Less: Accumulated Depreciation	<u>(12,628,036)</u>	<u>(10,428,777)</u>
Net Fixed Assets	<u>\$ 48,443,594</u>	<u>\$ 47,639,848</u>

CITY OF TEMPLE, TEXAS
REINVESTMENT ZONE NO. 1

SCHEDULE OF OUTSTANDING BONDS (PRINCIPAL & INTEREST) - AS OF SEPTEMBER 30, 2012

Fiscal Year	Percent of Debt Retired		Combo Tax & Revenue Bonds Series 2003	TIRZ Revenue Bonds, Taxable Series 2008	General Obligation Bonds Series 2009	General Obligation Bonds Series 2011A	General Obligation Bonds Series 2012	Total
	Annual %	Cummulative %						
2013	10.02%	10.02%	\$ 619,200	\$ 1,239,640	\$ 1,474,569	\$ 399,900	\$ 17,700	\$ 3,751,009
2014	9.76%	19.77%	-	1,240,495	1,479,969	914,900	17,700	3,653,064
2015	9.80%	29.58%	-	1,239,232	1,499,769	914,450	17,700	3,671,151
2016	10.00%	39.58%	-	1,240,855	1,508,775	913,550	82,700	3,745,880
2017	9.98%	49.56%	-	1,240,096	1,510,150	912,200	76,400	3,738,846
2018	9.93%	59.49%	-	1,241,957	1,488,750	908,350	79,600	3,718,657
2019	9.93%	69.43%	-	1,241,173	1,485,000	915,950	77,650	3,719,773
2020	10.19%	79.62%	-	1,237,744	-	2,497,800	80,050	3,815,594
2021	10.19%	89.81%	-	1,241,670	-	2,497,550	77,250	3,816,470
2022	10.19%	100.00%	-	1,242,422	-	2,494,950	78,750	3,816,122
Total:			\$ 619,200	\$ 12,405,284	\$ 10,446,982	\$ 13,369,600	\$ 605,500	\$ 37,446,566

Principal Outstanding	\$ 600,000	\$ 9,445,000	\$ 9,360,000	\$ 10,260,000	\$ 470,000	\$ 30,135,000
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CITY OF TEMPLE, TEXAS
REINVESTMENT ZONE NO. 1 - VALUES FOR BASE AND INCREMENT (CAPTURED APPRAISED VALUE)
For the Tax Year 2011/FY 2012 As of 10/1/2011

Taxing Jurisdiction	ORIGINAL ZONE			EXPANDED ZONE			TOTAL		
	Tax Increment Base	Captured Appraised Value ⁽¹⁾	TOTAL	Tax Increment Base	Captured Appraised Value	TOTAL	Tax Increment Base	Captured Appraised Value	TOTAL
Temple ISD	\$ 97,186,149	\$ 161,935,160	\$ 259,121,309				\$ 97,186,149	\$ 161,935,160	\$ 259,121,309
City of Temple	97,765,552	134,598,480	232,364,032	\$ 267,979,786	\$ 1,449,222	\$ 269,429,008	365,745,338	136,047,702	501,793,040
Bell County	97,765,552	135,869,284	233,634,836				97,765,552	135,869,284	233,634,836
Temple College District	97,765,552	134,633,381	232,398,933	267,979,786	1,449,222	269,429,008	365,745,338	136,082,603	501,827,941
Bell County Road Fund	97,765,552	162,562,774	260,328,326				97,765,552	162,562,774	260,328,326
Troy ISD	8,146,123	3,090,470	11,236,593				8,146,123	3,090,470	11,236,593
Elm Creek Flood Control District	28,984,337	52,865,301	81,849,638				28,984,337	52,865,301	81,849,638
Belton ISD	18,028	31,447	49,475				18,028	31,447	49,475
									540

Per Tax Appraisal District of Bell County as of November 15, 2011 - [e-mail from B. Beyer]

⁽¹⁾ Note: Captured Appraised Value for each taxing entity will vary based on exemptions allowed, participation in tax abatements and varying geographical boundaries.

DEFINITIONS:

Original Zone - Includes Zone Boundaries as originally created in 1982 and expanded in 1999.

Expanded Zone - TMED area as expanded in 2010.

Tax Increment Base - Total taxable value of all real property taxable by the unit and located in a reinvestment zone for the year in which the zone was designated.

Captured Appraised Value - The captured appraised value of real property taxable by a taxing unit for a year is the total taxable value of all real property taxable by the unit and located in a reinvestment zone for that year less the tax increment base of the unit.





Supplemental Schedules

FINANCING PLAN

City of Temple, Texas

TIF Reinvestment Zone #1 Financing Plan

Financing Plan - 10/24/12 to Zone Board

FINANCING PLAN

	{A}	{B}	{C}	{D}	{E}										

12/7/2012
T:\RZ # 1 (TIF)\RZ Annual Report 2012\Financing & Project Plan 10-24-12 with actual for 2012

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE SUBMISSION OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE ANNUAL REPORT FOR FISCAL YEAR 2011-2012 TO EACH TAXING ENTITY IN THE REINVESTMENT ZONE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Section 311.016 of the Tax Increment Financing Act requires that the governing body of a municipality submit to the chief executive officer of each taxing unit that levies property tax on real property in a reinvestment zone created by the municipality, a report on the status of the zone on or before the 90th day following the end of the fiscal year of the municipality;

Whereas, a copy of the report must also be sent to the Texas Attorney General and State Comptroller;

Whereas, the Staff recommends approval of the Tax Increment Financing Reinvestment Zone Number One Annual Report for 2011-2012 which meets all the mandated requirements for submission, including a balance sheet and income statement of September 30, 2012; debt service retirement schedules; and a schedule of tax increment base and captured appraised values; 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 approves the Tax Increment Financing Reinvestment Zone Number One Annual Report for the fiscal year 2011-2012, a copy of which is attached hereto and made a part of this Resolution for all purposes as Exhibit A, and the Director of Finance is hereby directed to submit the report to the chief executive officer of each taxing unit that levies property tax on real property in Tax Increment Financing Reinvestment Zone Number One. A copy of the report shall also be sent to the Attorney General.

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 20th day of **December**, 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

12/20/12
Item #3(R)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2012-2013.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2012-2013 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$191,899.

ATTACHMENTS:

[Budget Amendments
Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
December 20, 2012

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2223-522-2112		Food Items/Supplies (Fire Dept - Training)	\$ 1,907	
110-2223-522-2616		Professional	\$ 5,355	
110-2223-522-2623		Other Contract Services	\$ 3,150	
110-0000-442-1631		Fire Dept. Revenue		\$ 10,412
To appropriate revenue and expenditures for Temple Fire & Rescue Vehicle Extrication School.				
240-7000-551-2623		Other Contract Services (RR Museum)	\$ 7,800	
240-4400-551-6532		Contingency		\$ 7,800
Fees for FY 2012 audit at the Railroad & Heritage Museum. Funds were not appropriated in the budget to cover these costs. Funds are available in the Hotel/Motel Fund contingency account.				
240-7000-551-2611		Insurance & Bonds	\$ 791	
240-4400-551-6532		Contingency		\$ 791
This budget adjustment appropriates contingency funds for additional cost for insurance.				
260-3400-531-6315	100691	Sidewalk/Curb/Gutter (Grant - Streets)	\$ 22,757	
260-0000-431-0163		Federal Grants		\$ 22,757
To correct amount of the carry forward from FY 2012 to FY 2013 for the Safe Routes to School Grant - Bonham project due to a reclassification of expenditures.				
260-3500-552-6316	100629	Hike & Bike Trails (Parks - Grant)	\$ 130,000	
260-0000-431-0163		Federal Grants		\$ 130,000
To appropriate grant revenue and expenditure for the Governor's Community Achievement Award Funds that were awarded to Keep Temple Beautiful and awarded as a pass-through to the City. These funds are being used to fund a portion of the Step Grant project.				
795-9500-531-2616		Professional (Reinvestment Zone No. 1)		\$ 20,139
795-0000-358-1110		Unreserved Fund Balance	\$ 20,139	
To correct amount of the carry forward from FY 2012 to FY 2013 in professional services account due to an expenditure posted after carry forward budget adjustment was approved by Council on 11/15/12.				
TOTAL AMENDMENTS			\$ 191,899	\$ 191,899
GENERAL FUND				
Beginning Contingency Balance			\$	-
Added to Contingency Sweep Account			\$	-
Carry forward from Prior Year			\$	-
Taken From Contingency			\$	-
Net Balance of Contingency Account			\$	-

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
December 20, 2012

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		Beginning Judgments & Damages Contingency		\$ 80,000
		Added to Contingency Judgments & Damages from Council Contingency		\$ -
		Taken From Judgments & Damages		\$ -
		Net Balance of Judgments & Damages Contingency Account		\$ 80,000
		Beginning Compensation Contingency		\$ 403,000
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ -
		Net Balance of Compensation Contingency Account		\$ 403,000
		Net Balance Council Contingency		\$ 483,000
		Beginning Balance Budget Sweep Contingency		\$ -
		Added to Budget Sweep Contingency		\$ -
		Taken From Budget Sweep		\$ -
		Net Balance of Budget Sweep Contingency Account		\$ -
		WATER & SEWER FUND		
		Beginning Contingency Balance		\$ 50,000
		Added to Contingency Sweep Account		\$ -
		Taken From Contingency		\$ (2,966)
		Net Balance of Contingency Account		\$ 47,034
		Beginning Compensation Contingency		\$ 142,000
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ -
		Net Balance of Compensation Contingency Account		\$ 142,000
		Net Balance Water & Sewer Fund Contingency		\$ 189,034
		HOTEL/MOTEL TAX FUND		
		Beginning Contingency Balance		\$ 147,759
		Added to Contingency Sweep Account		\$ -
		Carry forward from Prior Year		\$ -
		Taken From Contingency		\$ (8,591)
		Net Balance of Contingency Account		\$ 139,168
		Beginning Compensation Contingency		\$ 10,100
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ -
		Net Balance of Compensation Contingency Account		\$ 10,100
		Net Balance Hotel/Motel Tax Fund Contingency		\$ 149,268
		DRAINAGE FUND		
		Beginning Contingency Balance		\$ 69,100
		Added to Contingency Sweep Account		\$ -
		Carry forward from Prior Year		\$ -
		Taken From Contingency		\$ -
		Net Balance of Contingency Account		\$ 69,100
		Beginning Compensation Contingency		\$ 25,100
		Added to Compensation Contingency		\$ -
		Taken From Compensation Contingency		\$ -
		Net Balance of Compensation Contingency Account		\$ 25,100
		Net Balance Hotel/Motel Tax Fund Contingency		\$ 94,200

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
December 20, 2012

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		FED/STATE GRANT FUND		
		Beginning Contingency Balance	\$	-
		Carry forward from Prior Year	\$	39,839
		Added to Contingency Sweep Account	\$	-
		Taken From Contingency	\$	-
		Net Balance of Contingency Account	\$	39,839

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE
2012-2013 CITY BUDGET; AND PROVIDING AN OPEN
MEETINGS CLAUSE.

Whereas, on the 30th day of August, 2012, the City Council approved a budget for the 2012-2013 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2012-2013 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 2012-2013 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 20th day of **December**, 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

12/20/12
Item #4
Regular Agenda
Page 1 of 4

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva P.E., Director of Public Works
Sam Weed, Director of Fleet Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing one of the following:

- (A) The purchase of fourteen (14) Solid Waste Collection diesel-powered trucks from various vendors at a total cost of \$2,756,915 and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this purchase.
- OR-**
- (B) The purchase of fourteen (14) Solid Waste Collection compressed natural gas (CNG)-powered trucks from various vendors at a total cost of \$3,307,187 and declaring an official intent to reimburse associated expenditures made prior to the issuance of tax-exempt obligations for this purchase.

STAFF RECOMMENDATION: Adopt a resolution authorizing the purchase of fourteen (14) diesel-powered or fourteen (14) CNG-powered solid waste vehicles as presented in the item description.

ITEM SUMMARY: Currently the Public Works Solid Waste Services Division has several trucks that have been identified for routine replacement by Director of Fleet Services in the annual vehicle replacement review. These trucks are used daily in the Solid Waste residential and commercial routes.

This item requires a decision regarding (1) continuing with a diesel-powered Solid Waste fleet, or (2) moving to a compressed natural gas (CNG)-powered fleet. Transitioning to a CNG fleet will require the construction of a new CNG fueling infrastructure requiring additional costs and planning. If Council elects to adopt Item A above, which is to replace current diesel powered trucks with diesel-powered trucks, no capital infrastructure improvements are needed.

The detailed purchases that support Option A and B in the Item Description are as follows:

- A) Option 1:** Replacement of current diesel trucks with diesel-powered trucks with a total cost of \$2,756,915:

1. Five (5) Autocar Front Loader refuse trucks with McNeilus bodies from Chastang's Bayou City Autocar of Houston, Texas, utilizing the BuyBoard, in the amount of \$1,250,480;
2. Four (4) Freightliner Roll-Off refuse truck chasses from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract, in the amount of \$424,948, and four (4) G&H bodies from BTE Body Company, Inc. of Dallas, Texas, utilizing the BuyBoard in the amount of \$135,400, for a total purchase of \$560,348;
3. One (1) Freightliner Side Loader metal container refuse truck chassis from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract in the amount of \$84,849, and one (1) Champion body from Heil of Texas of Irving, Texas, utilizing the BuyBoard, in the amount of \$88,076, for a total purchase of \$172,925;
4. One (1) Freightliner Brush truck chassis from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract in the amount of \$80,602, and one (1) Peterson body from Heil of Texas of Irving, Texas, utilizing the BuyBoard, in the amount of \$65,080, for a total purchase of \$145,682; and
5. Three (3) Freightliner Automated Side Loader tandem axle chasses from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract, in the amount of \$298,209, and three (3) Heil automated side loader 30 cy capacity bodies from Heil of Texas of Irving, Texas, utilizing the BuyBoard, in the amount of \$329,271, for a total purchase of \$627,480.

-OR-

B) **Option 2:** Replacement of current diesel trucks with compressed natural gas (CNG) powered trucks with a total cost of \$3,307,187:

1. Five (5) Autocar Front Loader refuse trucks with McNeilus bodies from Chastang's Bayou City Autocar of Houston, Texas, utilizing the BuyBoard, in the amount of \$1,334,505;
2. Four (4) Freightliner Roll-Off refuse trucks from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract, in the amount of \$589,156, and four (4) G&H bodies from BTE Body Company, Inc. of Dallas, Texas, utilizing the BuyBoard in the amount of \$135,400, for a total purchase of \$724,556;
3. One (1) Freightliner Side Loader metal container refuse truck chassis from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract in the amount of \$114,354,, and one (1) Champion body from Heil of Texas of Irving, Texas, utilizing the BuyBoard, in the amount of \$120,076, for a total purchase of \$234,430;

4. One (1) Freightliner Brush truck chassis from Houston Freightliner of Houston, Texas, utilizing a H-GAC cooperative contract in the amount of \$109,365, and one (1) Peterson body from Heil of Texas of Irving, Texas, utilizing the BuyBoard, in the amount of \$99,080, for a total purchase of \$208,445; and
5. Three (3) Freightliner Automated Side Loader tandem axle chasses from Houston Freightliner of Houston, Texas, utilizing an H-GAC cooperative contract, in the amount of \$380,958, and three (3) Heil automated side loader 30 cy capacity bodies from Heil of Texas of Irving, Texas, utilizing the BuyBoard, in the amount of \$424,293, for a total purchase of \$805,251.

As part of this staff's recommendation, staff is recommending to upgrade three (3) automated side load trucks (item 5 above) from a 22 cubic yard capacity to a 30 cubic yard capacity. The upgrade of the size of the trucks is also recommended by SAIC in their November 2012 Solid Waste Operations Review, in which they estimated that by upgrading the body size, daily trips to the landfill could be reduced by 7-8 trips per day collectively. The larger trucks will be placed on routes that have more rural area and are farthest from the landfill reducing the number of trips required each day to and from the Temple Landfill. The upgrade in the size of the body would also require that the trucks be upgraded from single-axle chasses to dual-axle chasses, and by upgrading the vehicles to dual-axle chasses, brake retarders would no longer be required. Based on the size upgrades, but elimination of the brake retarders, the cost the three (3) automated side load trucks is actually reduced by \$9,014 per diesel-powered truck and \$10,386 per CNG-powered truck.

The 14 vehicles use on average 5,128 gallons of diesel each per year. The average budgeted cost of diesel per gallon for FY 13 is \$3.75, this represents approximately \$269,220 annually in diesel expense for 14 refuse trucks. CNG has historically cost approximately \$2.00 less than diesel per gallon. Therefore, budgeted CNG costs would equal \$1.75 per gallon, equivalent to a gallon of diesel. If 14 refuse trucks operated on CNG, considering the above variables, and taking into account the diesel gallon equivalent, the annual CNG costs would total \$125,636. The City would avoid about \$140,000 in cost annually by operating 14 CNG-powered refuse trucks. The ROI on the CNG vehicle investment would be approximately 3.3 years.

In October 2012 Council approved the submission of a grant application to TCEQ, in the amount of \$408,000, to offset the incremental cost increase to purchase 14 CNG-powered trucks. If funding is received the ROI on the CNG vehicle investment would be approximately 6 months.

The lead time for receiving the trucks is 6-months. If CNG trucks are ordered a station will have to be constructed and improvements will have to be completed at the fleet services facility. It is expected that design, construction and improvements will be completed in 6-months.

All purchases through the BuyBoard and Houston-Galveston Area Council (H-GAC) meet the Texas governmental competitive bid requirements.

Vehicle delivery is expected in 150-180 days under both the diesel and CNG option.

FISCAL IMPACT: Funding in the amount of \$607,500 for three (3) automated trucks was approved in the FY 2012 budget. The purchase was delayed to determine the feasibility of utilizing CNG. The \$607,500 was included as a 'carry forward' to the FY 2013 budget. The following table details the proposed funding for each option:

Funding Source	OPTION	
	A	B
GF Capital Budget-FY13	\$ 607,500	\$ 607,500
Limited Tax Notes	2,149,415	2,291,687
Grant Funds	-	408,000
Total	\$ 2,756,915	\$ 3,307,187

The Limited Tax Notes will be issued in to align with delivery of the trucks. The following is table which details key information related to the Limited Tax Notes for each option:

Limited Tax Notes	OPTION	
	A	B
Issue Date	June 2013	June 2013
Maximum Maturity	7 Years	7 Years
Average Annual Payment	\$ 338,950	\$ 362,866
Estimated Interest Rate	2.12%	2.12%

The source of funds for the repayment of the LTN will be from a combination of system revenue from the Solid Waste operations and/or savings recognized from the use of CNG fuel if option B is an approved.

ATTACHMENTS:
[Resolution](#)



COUNCIL AGENDA ITEM MEMORANDUM

12/20/12
Item #5
Regular Agenda
Page 1 of 1

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) Temple Public Safety Advisory Board – three members to fill an unexpired terms through September 1, 2013; one member to fill an unexpired term through September 1, 2014; and one member to fill an unexpired term through September 1, 2015
- (B) Reinvestment Zone No. 1 Board of Directors – one member to fill an unexpired term through September 1, 2013

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.

Please see the attached summary listing which has been updated to include all applications received for board appointments.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Board Application Summary](#)
[PSAB Board Listing](#)
[RZ Board Listing](#)



APPLICATION SUMMARY

DECEMBER 20, 2012 BOARD APPOINTMENTS

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

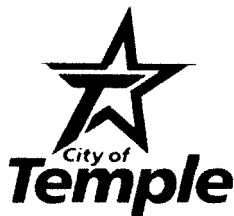
1 - Unexpired Term:

Board Forms on File: Omar Crisp, Randy Harrell, Rick Hughes, Mari-Vaughn Johnson, Patrick Johnson, Larry Neal, Keith Odom (ZBA), Blake Pitts, Gregg Rhoads

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

5 - Unexpired Terms:

Board Forms on File: Angela McGeHee; David Carter



CITY OF TEMPLE

Rev'd 1-31-12

CITY BOARD APPLICATION FORM

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

AIRPORT ADVISORY BOARD
BUILDING & STANDARDS COMMISSION
CIVIL SERVICE COMMISSION
ELECTRICAL BOARD
ZONING BOARD OF ADJUSTMENT
LIBRARY BOARD
PLANNING & ZONING COMMISSION
REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

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

Name Omar Crisp Residence Address 420 Old Waco Road

Mailing Address 420 Old Waco Road Phone Number(Business) 771-3948 (Home) 771-3948

Fax Number 774-7227 Cell Phone Number 770-8129 E-Mail Address alphainc@vvm.com

Temple Resident: ☒ Yes ☐ No

Current Employer/Nature of Business: Alpha Constructors, Inc

What City Boards have you served on before & When? Zoning Board of Adjustments - 3 years ago

Name, in priority order, the Board or Boards on which you would prefer to serve: PLANNING & ZONING COMMISSION, TEMPLE ECONOMIC DEVELOPMENT, REINVESTMENT ZONE NUMBER

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

Temple resident - 34 years, President of Alpha Constructors- 20 years, ZBA member

Comments (Attach additional page if desired):

Signed: Omar Crisp Date: 1/23/2012

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



CITY OF TEMPLE

Updated Revd 8/10/12

CITY BOARD APPLICATION FORM

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

AIRPORT ADVISORY BOARD
BUILDING & STANDARDS COMMISSION
CIVIL SERVICE COMMISSION
ELECTRICAL BOARD
ZONING BOARD OF ADJUSTMENT
LIBRARY BOARD
PLANNING & ZONING COMMISSION
REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

• If you wish to make yourself available for consideration, please complete this form and send to the City Secretary's Office, City of Temple, P. O. Box 207, Temple, TX 76503 or by fax 254-298-5637.

• If you would like further information on meeting times and/or anticipated time commitments, please contact the City Secretary at 254-298-5301 or lborgeson@templetx.gov

Name William Randall Harrell II Residence Address 228 Claremont Dr.
(254) 611-7653
Mailing Address same Phone Number (Business) (254) 771-1859 (Home) 97
Fax Number (254) 771-2082 Cell Phone Number (254) 913-3559 E-Mail Address randyhr@vvm.com

Temple Resident: ☒ Yes ☐ No

Current Employer/Nature of Business: Jones & Harrell, P.C. / legal

What City Boards have you served on before & When? N/A

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

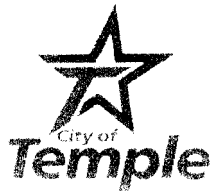
Planning and Zoning, Economic Development Corporation

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

attorney with real estate experience, real estate development
Comments (Attach additional page if desired): _____

Signed: William Randall Harrell II Date: 8/10/2012

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



CITY OF TEMPLE
CITY BOARD APPLICATION FORM

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

AIRPORT ADVISORY BOARD
BUILDING & STANDARDS COMMISSION
CIVIL SERVICE COMMISSION
ELECTRICAL BOARD
ZONING BOARD OF ADJUSTMENT
LIBRARY BOARD
PLANNING & ZONING COMMISSION
REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

- If you wish to make yourself available for consideration, please complete this form and send to the City Secretary's Office, City of Temple, P.O. Box 207, Temple, TX 76503 or by fax 254-298-5637.
- If you would like further information on meeting times and/or anticipated time commitments, please contact the City Secretary at 254-298-5301 or ccim2@cityoftemple.tx.us.

Name Rick Hughes Residence Address 3507 Victorian Dr. Temple 76502
Mailing Address PO Box 325, Temple 76503 Phone Number(Business) 773-0038 (Home) 778-8582
Fax Number 773-9500 Cell Phone Number 913-8657 E-Mail Address rhughes@ccim.net

Temple Resident: ☒ Yes ☐ No

Current Employer/Nature of Business: Hughes Realty Group, Commercial Real Estate

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

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

TEDC or Reinvestment Zone No 1.

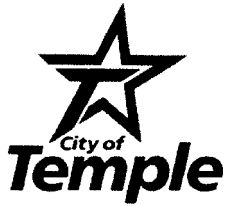
What experience and/or educational background do you have that could be applied to community service?
35 years in the real estate industry as an investor, corporate real estate executive and commercial real estate broker.

Hold CCIM designation with the National Association of Realtors

Comments (Attach additional page if desired):

Signed: Rich Hughes Date: July 31, 2009

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



CITY OF TEMPLE

CITY BOARD APPLICATION FORM

RECEIVED
SEP 0 2 2011
CITY OF TEMPLE
CITY SECRETARY

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

- | | |
|-------------------------------------|---|
| AIRPORT ADVISORY BOARD | ANIMAL SERVICES ADVISORY BOARD |
| BUILDING & STANDARDS COMMISSION | BUILDING BOARD OF APPEALS |
| CIVIL SERVICE COMMISSION | COMMUNITY SERVICES ADVISORY BOARD |
| ELECTRICAL BOARD | TEMPLE PUBLIC SAFETY ADVISORY BOARD |
| ZONING BOARD OF ADJUSTMENT | DEVELOPMENT STANDARDS ADVISORY BOARD |
| ③ LIBRARY BOARD | ④ PARKS & LEISURE SERVICES ADVISORY BOARD |
| PLANNING & ZONING COMMISSION | TRANSIT ADVISORY COMMITTEE |
| ② REINVESTMENT ZONE NUMBER ONE | CENTRAL TEXAS HOUSING CONSORTIUM |
| ① TEMPLE ECONOMIC DEVELOPMENT CORP. | |

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

Name MARI-VAUGHN JOHNSON Residence Address 712 NORTH 11TH ST. TEMPLE
Mailing Address SAME Phone Number(Business) 7706605 (Home) 2286877
Fax Number 7706561 Cell Phone Number — E-Mail Address Marivaughn@gmail.com
Temple Resident: ☒ Yes ☐ No
Current Employer/Nature of Business: USDA-NRCS - Agronomist
What City Boards have you served on before & When? N/A

Name, in priority order, the Board or Boards on which you would prefer to serve ① TEMPLE ECONOMIC DEVELOPMENT CORP. ② REINVESTMENT ZONE #1 ③ LIBRARY BOARD ④ PARKS AND LEISURE SERVICES ADVISORY BOARD

What experience and/or educational background do you have that could be applied to community service?
please see attached resume detailing qualifications and commitment to community service

Comments (Attach additional page if desired):
I would enjoy the opportunity to become involved in any capacity, and appreciate your consideration

Signed: Mari Vaughn Date: 5 September 12

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

Mari-Vaughn Virginia Johnson

808 East Blackland Road; USDA-NRCS; Resources Assessment Division; Temple, Texas 76502
Phone: 254-228-6877; Email: mjohnson@brc.tamus.edu

GOAL

Apply my skillset to developing local solutions and meeting my community's goals by serving as a board member on one or more of the City of Temple's Advisory Boards and Commissions.

PROFESSIONAL EXPERIENCE

2011-present US Department of Agriculture, Natural Resources Conservation Service

Agronomist

- Analyze and translate current scientific literature and vast federal scientific datasets into cogent reports for Congress and senior level officials.
- Review impacts of and make recommendations towards national and regional-scale agriculture and natural resource conservation policy, with emphasis on water and soil quality, food security, and bioenergy production.
- Work with interagency and university scientists to develop and improve modeling tools for land management assessment.

2010-2011 US Department of State, Bureau of East Asian and Pacific Affairs

Energy and Environment Adviser

- Led Bureau engagement, represented the US in multilateral and bilateral diplomatic meetings, and conducted national and international level negotiations on environment and energy related issues.
- Strategic adviser to Bureau Officials on multilateral cooperation in Southeast Asia, including health, environment, infrastructure, and education.
- Formulated pragmatic programs to build regional capacity.

2007-2010 US Department of Agriculture, Agricultural Research Service

Research Agronomist

- Collaborated with interagency and university scientists to delineate and address research objectives for national-scale conservation management impact assessments on US rangeland and pastureland.
- Designed project, secured funding, and coordinated collaborators from three levels of government (City of Austin, Texas Parks and Wildlife, and the US Geological Survey) to assess safety and natural resource concerns related to agricultural application of biosolids.

PROFESSIONAL SERVICE

2012 – 2013	<u>Secretary</u>	Rangeland Section, Ecological Society of America (ESA)
2012	<u>Mentor</u>	Agroecology Section, ESA. Portland, Oregon
2012	<u>Award Referee</u>	Science to Achieve Results Fellowship, Environmental Protection Agency (EPA-STAR). Washington, DC
2011	<u>Reader</u>	Science and Technology Fellowship, American Association for the Advancement of Science (AAAS). Washington, DC
2010 – 2012	<u>Reviewer</u>	Rangeland Ecology and Management Journal
2010	<u>Judge</u>	Science & Energy Research Challenge, US Dept. Energy. Washington, DC
2009 – 2012	<u>Reviewer</u>	Agricultural and Forest Meteorology Journal
2009 – 2012	<u>Reviewer</u>	Journal of Arid Environments

Mari-Vaughn V. Johnson

2008	<u>Section Leader</u>	“Sustainability and Agronomic Issues” International Workshop on Sorghum for Biofuels. Houston, TX
2007 – 2009	<u>Award Referee</u>	East Asia and Pacific Studies Institutes, National Science Foundation (NSF-EAPSI). Washington, DC

COMMUNITY INVOLVEMENT

2012 – 2013	<u>President</u>	Employee Club, Grassland, Soil, and Water Research Lab. Temple, TX
2011	<u>Lecturer</u>	Foreign Service Institute. Washington, DC
2010 – 2012	<u>Mentor</u>	Un-included Club. Providing disadvantaged children opportunities for community involvement and personal development. Temple, TX
2009 – 2011	<u>Adviser</u>	Agricultural Technology, Texas Biosciences Institute. Temple, TX
2009 – 2010	<u>President</u>	Employee Club, Grassland, Soil, and Water Research Lab. Temple, TX
2009	<u>Presenter</u>	“Careers in Agronomy”, Travis Middle School. Temple, TX
2008	<u>Recruiter</u>	Minorities in Agriculture, Natural Resources, and Related Sciences (MANRRS) Region IV Workshop. College Station, TX
2008	<u>Lecturer</u>	USDA –ARS Soil Festival. Temple, TX
2008	<u>Presenter</u>	El Camino Real Chapter, Texas Master Naturalists. Temple, TX
2007 – 2010	<u>Coordinator</u>	Education Outreach, USDA – ARS. Temple, TX
2007	<u>Panelist</u>	Future Farmers of America (FFA) Workshop. Temple, TX

SELECT AWARDS and FELLOWSHIPS

2012	German-American Young Leaders Conference, Atlantik-Bruecke, Hamburg, Germany
2010	Science and Technology Policy Fellowship: Diplomacy, Security, and Development, American Association for the Advancement of Science (AAAS)
2009 – 2019	US Department of Agriculture –Agriculture and Food Research Initiative (USDA–AFRI). Co-Investigator. Fully Funded: \$490,300
2009 – 2013	National Science Foundation – Plant Genome Research Program (NSF–GERP). Senior Collaborator. Partially Funded: \$4,562,447
2008 – 2011	US Department of Agriculture – National Research Initiative (USDA–NRI). Project Director. Fully Funded: \$399,347

EDUCATION

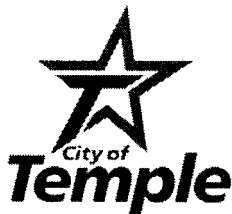
2012	Certificate in Advanced International Affairs	Bush School of Law and Diplomacy (anticipated)
2007	Ph.D. in Wildlife Science	Texas A&M University
2001	M.S. in Environmental and Plant Biology	Ohio University
1998	B.S. in Biology	Tufts University

SOCIETY MEMBERSHIPS

American Association for the Advancement of Science (AAAS); Association for Women in Science (AWIS); Coastal Conservation Association (CCA); Ecological Society of America (ESA); Seed Savers Exchange (SSE); Society for Range Management (SRM); Women in NRCS (WiN)

References, Publications List, and Expanded CV Available upon Request

Mari-Vaughn V. Johnson



CITY OF TEMPLE

Recd 4-25-12

CITY BOARD APPLICATION FORM

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

AIRPORT ADVISORY BOARD
BUILDING & STANDARDS COMMISSION
CIVIL SERVICE COMMISSION
ELECTRICAL BOARD
ZONING BOARD OF ADJUSTMENT
LIBRARY BOARD
PLANNING & ZONING COMMISSION
REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

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

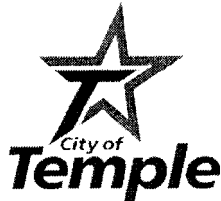
Name PATRICK JOHNSON Residence Address 3006 PEZAN Dr. TEMPLE
Mailing Address _____ Phone Number (Business) 718-8543 (Home) _____
Fax Number _____ Cell Phone Number 718-8543 E-Mail Address patrick@wrightbuilders.ca
Temple Resident: ☒ Yes ☐ No
Current Employer/Nature of Business: WRIGHT BUILDERS - CONSTRUCTION
What City Boards have you served on before & When? N/A

Name, in priority order, the Board or Boards on which you would prefer to serve: _____
P&Z COMMISSION, TEDC, REINVESTMENT ZONE #1

What experience and/or educational background do you have that could be applied to community service?
I have been in the construction/Real Estate business for 10 years.
I have served on boards inside the TABA, 4 yr College degree.
Comments (Attach additional page if desired):
I was born and raised in Temple.

Signed: [Signature] Date: 4-24-12

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



CITY OF TEMPLE
CITY BOARD APPLICATION FORM

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

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

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- If you would like further information on meeting times and/or anticipated time commitments, please contact the City Secretary at 254-298-5301 or centz@ci.temple.tx.us.

Name LARRY NEAL Residence Address 4609 WILLOWOOD LN
Mailing Address 4609 WILLOWOOD LN Phone Number (Business) 254 778 1466 (Home) 254 773 7564
Fax Number 254 778 5077 Cell Phone Number 254 913 8498 E-Mail Address arcneal@hotmail.com

Temple Resident: ☒ Yes ☐ No

Current Employer/Nature of Business: LARRY NEAL/ARCHITECT — ARCHITECTURAL FIRM (OWNER)

What City Boards have you served on before & When? PLANNING COMMISSION — EARLY 90's
HOUSING Bd Adjusment & Appeals Late 80's, DSNP current

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

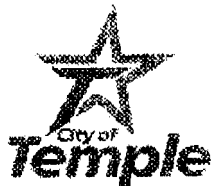
Temple Economic Development Corp / Reinvestment Zone / Parks

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

Practicing Architect in Temple over 30 yrs / Active in Community
Comments (Attach additional page if desired):

Signed: [Signature] Date: 8-4-09

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CITY OF TEMPLE

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

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

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• If you would like further information on meeting times and/or anticipated time commitments, please contact the City Secretary at 254-298-5301 or centz@ci.temple.tx.us.

Name Keith Odom Residence Address 407 Gibraltar Lorena, TX 76655
Mailing Address 407 Gibraltar Lorena, TX 76655 Phone Number (Business) 254-770-5129 (Home) 254-493-7973
Fax Number 254-770-5108 Cell Phone Number 254-493-7973 E-Mail Address Keith.Odom@bbva.compassbank.com
Temple Resident: ☐ Yes ☒ No
Current Employer/Nature of Business: BBVA COMPASS BANK - City President - Temple
What City Boards have you served on before & When? NONE in Temple

Name, in priority order, the Board or Boards on which you would prefer to serve: Zoning Board of Adjustments, Building Board of Appeals, Reinvestment Zone Number one

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

15 Years Banking and Community involvement + Service, B.B.A. - LONGEVITY
Comments (Attach additional page if desired):
Temple Graduate. I HAVE SERVED in SEVERAL BOARD + LEADERSHIP POSITIONS
with Rotary Club, Chamber of Commerce in both Hillsboro + Temple.

Signed [Signature] Date: 2-10-10

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

Appt'd ZBA (att) 3/04/10



CITY OF TEMPLE

CITY BOARD APPLICATION FORM

RECEIVED

APR 17 2012

CITY OF TEMPLE, TX
CITY SECRETARY

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

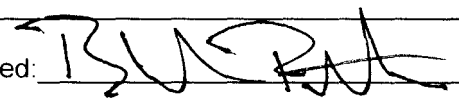
ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
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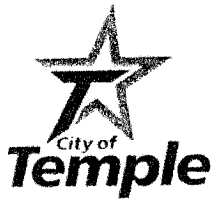
Name Blake Pitts Residence Address 3801 Brooklawn, Temple, TX 76502
Mailing Address Same as Above Phone Number(Business) 780.1400 (Home) N/A
Fax Number 780.1456 Cell Phone Number 534.1638 E-Mail Address blake@matousconstruction.com
Temple Resident: ☒ Yes ☐ No
Current Employer/Nature of Business: Matous Construction (General Contractor - Water & Wastewater)
What City Boards have you served on before & When? None

Name, in priority order, the Board or Boards on which you would prefer to serve: Planning & Zoning Comm., Temple Econ. Development Corp., Reinvest. Zone #1, Building & Standards, Building Board of Appeals, Zoning Board of Adjustment, Development Standards Advisory Board

What experience and/or educational background do you have that could be applied to community service?
Graduate of Texas A&M University with a degree in Construction Management and minor in Business. As VP of a general contractor that works extensively with a multitude of municipalities, I thoroughly understand through real world experience the many challenges that a municipality encounters in regards to construction and development.
Comments (Attach additional page if desired):

Signed:  Date: 4/12/12

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CITY OF TEMPLE
CITY BOARD APPLICATION FORM

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

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
DEVELOPMENT STANDARDS ADVISORY BOARD
PARKS & LEISURE SERVICES ADVISORY BOARD
TRANSIT ADVISORY COMMITTEE
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Name Grey Roads Residence Address 2054 S. Keyler RD - 76502
Mailing Address 3000 S. 31st Suite 503 Phone Number (Business) 714-8301 (Home) —
Fax Number 791-8732 Cell Phone Number 931-0637 E-Mail Address Grey@24ktoptx.com
Temple Resident: * Yes — No

Current Employer/Nature of Business: 24k TOP Enterprises - Restaurants

What City Boards have you served on before & When? TEDC - 2009-2012,
P & Z 2010-Current

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

What experience and/or educational background do you have that could be applied to community service?
Served on several Boards that relate to the RZ and
Very involved with community and its future growth.
Comments (Attach additional page if desired):

Signed: [Signature] Date: 11-8-12

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CITY OF TEMPLE

CITY BOARD APPLICATION FORM

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BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
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• If you would like further information on meeting times and/or anticipated time commitments, please contact the City Secretary at 254-298-5301 or borgeson@templetx.gov

Name ANGELA MCGEEHEE Residence Address 463 WESTFIELD BLVD, #1222
TEMPLE, TX 76502

Mailing Address SAME Phone Number(Business) 254 734 1080 (Home) —

Fax Number — Cell Phone Number 254 534 4531 E-Mail Address mcgeehee24@gmail.com

Temple Resident: ☒ Yes ☐ No

Current Employer/Nature of Business: SCOTT & WHITE HEALTHCARE FOUNDATION / HEALTHCARE

What City Boards have you served on before & When? N/A

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

TEMPLE PUBLIC SAFETY ADVISORY BOARD

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

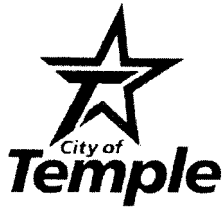
ASSISTED W/ SAFE KIDS MID TEXAS IN VARIOUS ACTIVITIES INCLUDING FUNDRAISING,
ON MAYOR'S FITNESS COUNCIL, DEVELOPED PROGRAM FOR WORK, HEADED EMERGENCY PREPAREDNESS

Comments (Attach additional page if desired): FOR COMPANY 42K EFFORTS, MEMBER OF THE ASSOCIATION
OF THE UNITED STATES ARMY. FORMER AFFILIATIONS: BELL COUNTY EXECUTIVES,

EXTENSION PROGRAM COUNCIL, BETTER LIVING FOR TEXAS COMMITTEE & ADULT EDUCATION ADVISORY
COMMITTEE

Signed: A. McGeehee Date: 12/11/12

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CITY OF TEMPLE
CITY BOARD APPLICATION FORM

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REINVESTMENT ZONE NUMBER ONE
TEMPLE ECONOMIC DEVELOPMENT CORP.

ANIMAL SERVICES ADVISORY BOARD
BUILDING BOARD OF APPEALS
COMMUNITY SERVICES ADVISORY BOARD
TEMPLE PUBLIC SAFETY ADVISORY BOARD
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TRANSIT ADVISORY COMMITTEE
CENTRAL TEXAS HOUSING CONSORTIUM

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Name David C Carter Residence Address 69 Runway Lane, Temple 76504
Mailing Address 69 Runway Lane Temple TX 76504 Phone Number (Business) _____ (Home) 409-718-2268
Fax Number - Cell Phone Number 409-718-2268 E-Mail Address dcarter@dataareacall.net

Temple Resident: ☒ Yes ☐ No

Current Employer/Nature of Business: USAF (retired)

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

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

What experience and/or educational background do you have that could be applied to community service?
34 years in USAF, retired O-6 Colonel, and student of
public affairs since age 19.
Comments (Attach additional page if desired):

Signed: David C Carter Date: 30 Nov 2012

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

TEMPLE PUBLIC SAFETY ADVISORY BOARD

TERM EXPIRATION: SEPTEMBER - 3 YEAR TERMS

APPOINTED BY: MAYOR/COUNCIL

MEMBER	DATE APPOINTED	EXPIRATION YEAR	ADDRESS	PHONE NUMBER
Karl Kolbe O	03/12 Unexp	2015	4208 S. 31 st Street, Apt. 515 Temple, Texas 76502 kkolbe@hot.rr.com	512-771-4132 C 254-231-3445 H
Sonny Jaramillo	06/11 Unexp	2015	512 W. Oakland Dr., 76501 sivj@swbell.net	933-4206 W 760-7502 C
Rebecca Rucker	07/11	2013	212 Tanglewood Rd. 76502 rebeccar@fsbcentex.com	899-6602 W 231-2766 C
John Bush	09/09	2013	1302 North 13 th , 76501 Jbush83498@sbcglobal.net	774-8899 W 773-1416 H 760-9313 C
James Conley Sr. **NO E-Mail	09/12	2015	1519 N. 18 th Street Temple, TX 76501 **NO E-Mail	771-9904 H 228-9281 C
VACANT	09/10	2013		
VACANT	09/10	2013		
VACANT	03/11	2013		
VACANT	09/09	2015		
Margaret Goodwin	06/10	2013	3206 Keller Road, 76504 mag47goo@msn.com	541-0894 C
Jeff Blackwell	11/10	2014	8520 Oak Crossing, 76502 jblackwell@swmail.sw.org	228-5609 H 541-8874 C
Steve Hubbard	09/10	2014	8716 Laurel Ridge, 76504 sthubbard@swmail.sw.org	654-3828 –C
VACANT	11/10	2014		
Billy Rowton	07/11	2014	3008 W. Ave T 76504 b.rowton@sbcglobal.net	771-2400 H 541-1775 C
John Barina	09/08	2014	2109 Stagecoach Trl 76502 johnbarina@hot.rr.com	760-6525 W/C 773-9580 H

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

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

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

Term: 3 years

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

Meeting Time/Place: 2nd Tuesday of each month at 6:00 p.m., Temple Police Department. Revised 09/06/12

REINVESTMENT ZONE NUMBER ONE

TERM EXPIRATION: SEPTEMBER - 2 YEAR TERMS

APPOINTED BY: C.C., TJC, BELL COUNTY, & TISD

MEMBER	DATE APPOINTED	EXPIRATION YEAR	ADDRESS	PHONE NUMBER
John Howe john@omegabuilders.com	09/12	2014	11104 Lake Whitney Dr. Temple, TX 76502	773-9966W 541-3090 M 780-1101 H
Pat Patterson Pat.patterson@patcoconstructionllc.com	09/11	2013	2116 West Avenue H Temple, TX 76504	771-2228 W 760-6062 C
VACANT - forfeit term	10/08	2013		
Jack W. Jones, Jr. (Temple College Rep.) jackj@vvm.com	08/07 appt.by TC	2013	P O Box 3310 Temple, TX 76505	774-7167 H 771-1855 W 760-0827 M
Bob Browder, Chair bobbrowder@bcswlaw.com	10/08	2013	4101 Briar Cliff Road Temple, TX 76502	774-8333 ext 255 W 778-8956 H 760-6164 C
Wendell Williams wwilliams@cnbtemple.com	09/11	2013	104 Coleta Court Belton, TX 76512	743-6960 W 913-1806 C
Hugh Shine hughdshine@yahoo.com	09/12	2014	P.O. Box 793 Temple, TX 76503	742-1885 W 774-9685 H 760-6007 C
Kenny Paysse Kenny@paysseins.com	09/12	2014	3409 Whispering Oak Temple, Texas 76502	778-7892 H/W 493-2000 M
Steve Wright (TISD Rep.) steve@wrightbuilders.com	6/06 appt.by TISD	2013	Wright Builders 5640 Kegley Place Ln Temple, TX 76502	778-4495 W 541-5124 M
Thomas Baird thomasbaird@bcswlaw.com	06/11	2013	15 N. Main Temple, TX 76501	743-7310 W 913-2170 M
Commiss. Eddy Lange (Bell Co. Rep.) william.lange@co.bell.tx.us	01/05- appt.by Bell Co.	2011	P.O. Box 768 Belton, Texas 76513	933-5103 W 933-5179 Fax
Steve Wolfe swolfe@extracobanks.com	09/12	2014	2810 Wickersham Dr. Temple, TX 76502	774-5819 W 771-5386 H 718-8361 C 774-5848 F
John Kiella (BISD Rep.) jkiella@kiella.com	09/05	2014	P O Box 1344 Temple, TX 76503	778-0085 W 774-7231 Fax 541-3360 M
Gary Schmidt (Troy ISD Rep.) gschmidt@cnb-temple.com	02/2000	2014	Central National Bank P O Box 4107 Temple, TX 76505	743-6965 W 938-2429 H 770-3186 Fax
Edward Coufal (Elm Crk) edwardc@cpetem.com	05/05	2013	8576 FM 3117 Temple, Texas 76501	721-9696 773-9916 W

Created pursuant to Section 311.004(a)(2) of the Tax Increment Financing Act; Ordinance 1457, December 16, 1982. **Purpose:** Make recommendations to the City Council concerning the administration of the Zone. The board of directors exercise powers necessary to implement the project plan which is delegated by ordinance of the Council. **Membership:** 15 directors - 9 appointed by the Council; 1 director each of every taxing entity with levies taxes within the Zone, currently: TC, TISD, BISD, Troy ISD, Bell County and Elm Creek Water District. To be eligible for appointment to the board an individual must be a qualified voter of the municipality or be at least 18 years of age and own real property in the zone, whether or not the individual resides in the municipality. **Term:** 2 years
Revised 09/06/12



COUNCIL AGENDA ITEM MEMORANDUM

12/20/12
Item #6
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

William A. Jones, III, Mayor

ITEM DESCRIPTION: Consider adopting a resolution appointing one alternate member to the Bell County Public Health District Board of Directors.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Dr. Ray Ashcraft was appointed to the Bell County Public Health District Board of Directors in June 2009 to fill the position vacated by Dr. William Hardin. The Health District has now requested the City appoint an alternate member to serve in the absence of Dr. Ashcraft. The appointment of an alternate is provided for in the Cooperative Agreement with the Health District.

In 2010 Dr. Jim Madsen was appointed as the alternate member and is unable to fulfill this position.

FISCAL IMPACT: N/A

ATTACHMENTS: N/A