



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd Floor – CONFERENCE ROOM

THURSDAY, JANUARY 17, 2013

4:00 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, January 17, 2013.
2. Receive a City Council continuing education briefing on City Elections.

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) [December 20, 2012 Special Called and Regular Meeting](#)
- (B) [January 3, 2013 Special Called and Regular Meeting](#)

Contracts, Leases, & Bids

- (C) [2013-6859-R](#): Consider adopting a resolution authorizing a yearly contract with Centrovision, Inc., of Temple in the annual amount of \$44,850 for high-speed data services to six City Facilities.

- (D) [2013-6860-R](#): Consider adopting a resolution authorizing a construction contract with Alpha Constructors, Inc. of Temple for repair services to the existing covered pedestrian bridge located at Woodbridge Park in the amount of \$89,800.
- (E) [2013-6861-R](#): Consider adopting a resolution authorizing:
 - (1) A renewal lease agreement with Linda Joyner for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library); and
 - (2) A renewal lease agreement with WhiteCo Construction Services, LLC for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library)
- (F) [2013-6862-R](#): Consider adopting a resolution authorizing:
 - (1) An amendment to the lease agreement between the Department of the Army, Corps of Engineers, terminating a portion of the lease for the terminal building for AMCOM and
 - (2) A lease agreement with DRS Technologies, Inc., for the lease of the terminal building at the Draughon Miller Central Texas Regional Airport.

Ordinances – Second & Final Reading

- (G) [2013-4571](#): SECOND READING - Z-FY-13-01: Consider adopting an ordinance authorizing a permanent zoning from Agricultural District (AG) to Planned Development-Single Family One District (PD-SF-1) at 305 Ben Nevis Lane, located on Lot 4, Block 1, The Highlands Phase 1.
- (H) [2013-4572](#): SECOND READING - Z-FY-13-02: Consider adopting an ordinance authorizing a Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign at 3010 South General Bruce Drive.
- (I) [2013-4573](#): SECOND READING - Z-FY-13-03: Consider adopting an ordinance authorizing a Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign at 2502 North General Bruce Drive.
- (J) [2013-4574](#): SECOND READING - Z-FY-13-04: Consider adopting an ordinance authorizing a zone change from Agricultural District (AG) to Single Family Three District (SF-3) on 64.073 ± acres and Office Two District (O-2) on 9.665 ± acres, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located on the west side of Old Waco Road, adjacent to Westwood Estates and Hills of Westwood, south of Jupiter Drive.

Misc.

- (K) [2013-6863-R](#): Consider adopting a resolution authorizing the use of the Design-Build project delivery method for the acquisition of services needed to construct a compressed natural gas fueling facility.
- (L) [2013-6864-R](#): Consider adopting a resolution authorizing the reimbursement of funds to the Community Development Block Grant program, according to program guidelines, for use on other City of Temple CDBG-assisted projects.
- (M) [2013-6865-R](#): Consider adopting a resolution amending the City of Temple General Government Compensation Plan, to be effective January 4, 2013, and authorizing the implementation of the first phase of the 2008 Compensation Plan.
- (N) [2013-6866-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2012-2013.

IV. REGULAR AGENDA

RESOLUTIONS

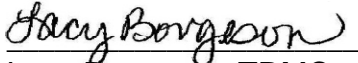
- 4. [2013-6867-R](#): Z-FY-13-09: Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping, building improvements, new construction and signs for Gateway Center at 4501 South General Bruce Drive.
- 5. [2013-6868-R](#): P-FY-13-11: Consider adopting a resolution approving a Final Plat for Gateway Center, a ± 29.60 acre, 4-lot, General Retail subdivision, with a developer requested exception to Section 8.1.3A(7) of the Unified Development Code related to fire hydrant placement and spacing requirements and a sidewalk waiver per Section 3.10 of the UDC for a 4-foot sidewalk along Gillmeister Lane, being out of the George Givens Survey, Abstract No. 345, Bell County, Texas, located at 4501 South General Bruce Drive.

BOARD APPOINTMENTS

- 6. [2013-6869-R](#): Consider adopting a resolution appointing one member to fill a Councilmember position to the Hill Country Transit District Board.
- 7. [2013-6870-R](#): Consider adopting a resolution appointing one member to fill an unexpired term through September 1, 2015 on the Reinvestment Zone No. 1 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 3:30 PM, on January 11, 2013.


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 _____ 2013. _____.



COUNCIL AGENDA ITEM MEMORANDUM

01/17/13
Item #3(A-B)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

- (A) December 20, 2012 Special Called and Regular Meeting
- (B) January 3, 2013 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:

December 20, 2012 Special Called and Regular Meeting – To be provided
January 3, 2013 Special Called and Regular Meeting – To be provided



COUNCIL AGENDA ITEM MEMORANDUM

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Item #3(C)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a yearly contract with Centrovision, Inc., of Temple in the annual amount of \$44,850 for high-speed data services to six City Facilities.

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

ITEM SUMMARY: Centrovision currently provides us with high-speed Gigabit services to multiple City departments which include the Municipal Court, Utility Business Office, Fire Station 8/EOC, Public Works, Fleet Services, Purchasing, and Airport. They have provided us with a service at these facilities where no one else could provide service or much less expensive than ATT.

We currently use services through Centrovision, Time Warner and ATT in an effort to avoid a catastrophic outage at all City facilities if we were only to use one company. We also use this plan successfully by having internet service provided by all three companies for backup due to the critical nature of providing access to Police, Fire, email services and other critical city applications

As part of our plan to diversify services and we recommend to continue this contract with Centrovision as they already have the equipment and services at these locations.

FISCAL IMPACT: Funding is available in the following accounts:

110-1900-519-2610	\$37,650
520-5800-535-2610	\$7,200

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ANNUAL CONTRACT WITH CENTROVISION, INC., OF TEMPLE, TEXAS, FOR HIGH-SPEED DATA SERVICES TO SIX CITY FACILITIES, IN THE ANNUAL AMOUNT OF \$44,850; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Centrovision currently provides multiple City departments with high-speed gigabit services, including the Municipal Court, Utility Business Office, Fire Station 8/EOC, Public Works, Fleet Services, Purchasing and the Airport;

Whereas, in an effort to avoid a catastrophic outage at all facilities by utilizing the services of only one company, the City currently uses services through Centrovision, Time Warner and AT&T – these three companies also provide the City with backup internet services due to the critical nature of providing internet access to Police, Fire, email services and other critical city applications;

Whereas, Staff recommends the City authorize a renewal to the annual contract with Centrovision, Inc. for high-speed data services, in the annual amount of \$44,850;

Whereas, funds are available in Account Nos. 520-5800-535-26-10, 110-1800-525-26-10, and 110-1900-519-26-10 for this annual 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 an annual contract with Centrovision, Inc., of Temple, Texas, after approval as to form by the City Attorney, for high-speed data services to six city facilities which include the Municipal Court, Utility Business Office, Fire Station 8/EOC, Public Works, Fleet Services, Purchasing and the Airport, in the annual amount of \$44,850.

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 17th day of **January**, 2013.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

APPROVED AS TO FORM:

ATTEST:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Alpha Constructors, Inc. of Temple for repair services to the existing covered pedestrian bridge located at Woodbridge Park in the amount of \$89,800.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In June of 2012 the Parks and Leisure Services Department discovered that a portion of the bridge's eastern end had cracked and appears to be failing. The Department closed the bridge to traffic blocking both ends of the bridge to prevent anyone crossing the structure until it is repaired.

It is thought that this bridge was constructed in the 1940's or 50's by the previous owner of the property as part of a dairy farm operation. The property for the park was donated to the City of Temple in 1999, and that is when the wooden cover was constructed on the bridge structure by the developer of the property.

The engineering firm of Atkins North America provided the structural design, geo-technical investigation, and bidding of the project.

On January 8, 2013 the City of Temple received two bids for the repairs to this bridge with Alpha Constructors, Inc. of Temple submitting the low bid.

FISCAL IMPACT: A budget adjustment is presented for Council's approval appropriating \$91,300 of General Fund Designated for Capital Projects-Unallocated to account #351-3500-552-6311, project #100922 to fund this construction contract and testing fees.

ATTACHMENTS:

[Budget Adjustment](#)

[Bid Tab](#)

[Resolution](#)

BUDGET ADJUSTMENT FORM

Use this form to make adjustments to your budget. All adjustments must balance within a Department.
Adjustments should be rounded to the nearest \$1.

		+		-	
ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE	DECREASE	
351-3500-552-63-11	100922	Bridges & Culverts-Woodbridge Park Bridge	\$ 91,300		
351-0000-490-25-82		Transfer In	91,300		
110-9100-591-81-51		Transfer Out-Capital Projects	91,300		
110-0000-352-13-45		Designated for Cap. Proj/Unallocated		\$ 91,300	
		<i>Do Not Post</i>			
TOTAL.....			\$ 273,900	\$ 91,300	

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 fund balance to fund construction contract with Alpha Constructors, Inc. for repair services to the existing covered pedestrian bridge in the amount of \$89,800. An additional \$1,500 is being appropriated for testing fees and minor expenses related to the project.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL? Yes No

DATE OF COUNCIL MEETING January 17, 2013

WITH AGENDA ITEM? Yes No

_____	_____	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Department Head/Division Director	Date	
_____	_____	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Finance	Date	
_____	_____	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
City Manager	Date	

Tabulation of Bids Received
 January 8, 2013 @ 10:00 a.m.
 Woodbridge Park Bridge Repair
 Bid# 35-01-13

Description	Bidders	
		Alpha Contractors, Inc Temple, TX
Total Bid Price	\$89,800.00	\$172,500.00
5% Bid Bond	5%	5%

Local Preference Declaration	Yes	No
Bond Affidavit	Yes	Yes
Credit Check Authorization	Yes	Yes

Highlighted bid is recommended for Council approval

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

Belinda Mattke

8-Jan-13

Belinda Mattke, Director of Purchasi

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH ALPHA CONSTRUCTORS, INC., OF TEMPLE, TEXAS, FOR REPAIR SERVICES TO THE EXISTING COVERED PEDESTRIAN BRIDGE LOCATED AT WOODBRIDGE PARK, IN THE AMOUNT OF \$89,800; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in June of 2012, the Parks and Leisure Services Department discovered that a portion of the covered pedestrian bridge located at Woodbridge Park had cracked and appears to be failing - the bridge has been closed to foot traffic to prevent anyone crossing the structure until it is repaired;

Whereas, the property was donated to the City in 1999, and the bridge is thought to have been constructed in the 1940's;

Whereas, on January 9, 2013 the City received two bids for repairs to this bridge and staff recommends awarding the contract to Alpha Constructors, Inc., of Temple, Texas;

Whereas, funds are budgeted in Account No. 351-3500-552-63-11, Project No. 100922 for these repairs, however a budget adjustment needs to be approved to transfer the funds to the appropriate expense 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 contract with Alpha Constructors, Inc., of Temple Texas, after approval as to form by the City Attorney, for repair services to the existing covered pedestrian bridge located at Woodbridge Park, in the amount of \$89,800.

Part 2: The City Council approves an amendment to the FY12-13 budget, substantially in the form of the copy attached as Exhibit A, 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 17th day of January, 2013.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor
APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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Item #3(E)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Jonathan Graham, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing:

- (1) A renewal lease agreement with Linda Joyner for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library); and
- (2) A renewal lease agreement with WhiteCo Construction Services, LLC for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library)

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: (1) Linda Joyner currently rents Suite 306A in the Temple Public Library. Ms. Joyner has requested to renew her lease which expired on December 31, 2012 for another 6 month term. The new lease term will run from January 1, 2013 to June 30, 2013. Ms. Joyner will pay \$250 per month in rent.

(2) WhiteCo Construction Services, LLC ("WhiteCo") currently rents Suite 310 in the Temple Public Library. WhiteCo has requested a 12 month extension on its lease which expired on December 31, 2012. The new lease term will run from January 1, 2013 to December 31, 2013. WhiteCo will pay \$665 a month in rent.

FISCAL IMPACT: (1) The City will receive \$250 per month in rent during the term of the lease. The rent it will be deposited into account 110-0000-461-0937.

(2) The City will receive \$665 per month in rent during the term of the lease. The rent will be deposited into account 110-0000-461-0937.

ATTACHMENTS:

[Leases](#)
[Resolution](#)

**LEASE FOR SPACE IN
E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING**

TERMS AND DEFINITIONS

Date: January 1, 2013
Landlord: City of Temple
Landlord's Address: City of Temple, Finance Department, 2 N Main St., Temple TX
76501
Tenant: Linda M. Joyner
Tenant's Address: 100 W Adams Ave., Suite 306A
Temple TX 76501
Premises:
Approximate Square Feet: 250
Suite: 306A
Name of Building: E. Rhodes and Leona B. Carpenter Foundation Building
Street Address: 100 W Adams Ave.
City, State, Zip: Temple TX 76501
Base Rent (monthly): \$250 per month (\$1 per square foot)
Term (months): 6 months
Commencement Date: January 1, 2013
Termination Date: June 30, 2013

Use: Administrative Office, but not to include the use described in Exhibit "D."

Amount of Liability Insurance

Death/Bodily Injury: \$500,000 per occurrence

Property: \$100,000 per occurrence

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means City of Temple and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

"Common Areas" means all facilities and areas of the building that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the building. Landlord shall have the exclusive control over and right to manage the common areas.

"Building Operating Hours" means 8:00 a.m. to 9:00 p.m., Monday through Thursday; 8:00 a.m. to 6:00 p.m., Friday; 8:00 a.m. to 5:00 p.m., Saturday; 1:00 p.m. to 9:00 p.m., Sunday, except holidays.

"Parking Facility" means the facility or area described in the attached parking provisions,

Exhibit "C".

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1. Lease the premises for the entire term beginning at 12:01 a.m. on the commencement date and ending at 11:59 p.m. on the termination date.
2. Accept the premises in their present condition "**as is**," the premises being currently suitable for Tenant's intended use, by signing Exhibit "A".
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building, attached as Exhibits "B", "C", and "D".
4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
5. Pay, as additional rent, all other sums due under this lease.
6. Pay a late charge of 10 percent of any rent not received by Landlord by the fifth day of the month in which it is due.
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, show the premises to prospective purchasers or tenants, and place signs advertising availability for rental within 30 days of expiration of this lease.
9. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
10. Repair any damage to the premises or the parking facility caused by Tenant.
11. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
12. Maintain general/commercial liability insurance for the premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.
13. Maintain insurance on Tenant's personal property.
14. Deliver certificates of insurance to Landlord before the commencement date and thereafter when requested.
15. ***Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of use of the premises.***
16. Vacate the premises and return all keys to the premises on termination of this lease.
17. On request, execute an estoppel certificate that states the commencement and termination dates of the lease, identifies any amendments to the lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other

information reasonably requested.

18. Arrange with Landlord in advance for any heating, air conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

B. Tenant agrees not to--

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

3. Change Landlord's lock system.

4. Alter the premises.

5. Allow a lien to be placed on the premises.

6. Assign this lease or sublease any portion of the premises without Landlord's written consent.

C. Landlord agrees to--

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building, and the parking facility.

3. Provide normal utility-service connections to the building.

4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) parking facility and common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the premises. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any damages nor to any abatement or reduction of rent by reason of any maintenance, repairs, replacements, alternations or additions made by Landlord under this Lease.

5. Insure the building and any parking facility against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.

6. Provide the following services: (a) air conditioning and heating to the premises reasonable for Tenant's use (exclusive of air conditioning or heating for electronic data processing or other specialized equipment) during building operating hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) janitorial service and periodic window washing; (d), elevator service, if necessary, to provide access to and from the premises; (e) electric current for normal office machines and building's standard lighting reasonable for Tenant's use; and (f) lighting in common areas and fluorescent lights in building's standard light fixtures on the

premises. Failure by Landlord to any extent to provide these defined services or any other services not enumerated, or any cessation thereof, shall not render Landlord liable in any respect for damages to either person or property, be construed as an eviction of Tenant, work an abatement of rent or relieve Tenant from fulfillment of any covenant in this Lease. If any of the equipment or machinery useful or necessary for provision of utility services, and for which Landlord is responsible, breaks down or for any cause ceases to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruption in service occasioned from the repairs. Landlord reserves the right from time to time to make changes in the utilities and services provided by Landlord to the Property.

7. Make the Board Room available at no charge to Tenant with 24 hours notice unless a paying customer requests it. After use of the Board Room, Tenant agrees to return it to a clean condition. Failure to do so may result in a janitorial charge.

D. Landlord agrees not to--

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Leased Premises without first obtaining the written consent of Landlord, which consent may in the sole and absolute discretion of Landlord be denied. Landlord's failure to respond in writing to Tenant's request for any alterations, physical additions or improvements within fifteen (15) days of receipt thereof shall be deemed Landlord's disapproval of such request. Any alterations, physical additions or improvements to the Leased Premises made by or installed by either party hereto shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any physical improvements or additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Tenant took possession, all costs of removal and/or alterations to be borne by Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord. Tenant shall have no authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Leased Premises, the Property or any portion thereof. Tenant shall promptly cause any such liens that have arisen by reason or any work claimed to have been undertaken by or through Tenant to be released by payment, bonding or otherwise within ten (10) days after request by Landlord, ***and shall indemnify and defend Landlord against liability or loss arising out of any such claim (including, without limitation, legal fees and court costs).***

2. **Signs.** No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with Landlord's sign criteria established for the Property. Landlord reserves the right to remove, at tenant's expense, all signs other than signs approved in writing by Landlord under this Section E.2, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal.

3. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent, for any reason.

4. **Increase in Insurance Premiums.** If an increase in any insurance premiums paid by Landlord for the Property is caused by Tenant's use of the Leased Premises in a manner other than as set forth herein, or if Tenant vacated the Leased Premises and caused an increase in such premiums, then Tenant shall pay as additional rent the amount of such increase to Landlord. Tenant agrees to pay any amount due under this Section within ten (10) days following receipt of the invoice showing the additional rent due.

5. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facility, if any, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

6. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

7. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord. (b) If the premises cannot be restored within ninety days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as provided in (a) above. (c) To the extent the premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

8. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

9. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

10. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice.

11. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service for thirty days after default, terminate this lease.

12. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

13. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

14. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

15. Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, if such Deposit was not previously paid by Tenant. The Security Deposit shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default. Landlord may, from time to time following an Event of Default and without prejudice to any other remedy, use all or part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. *Subject to the requirements of, and conditions imposed by, Laws applicable to security deposits under commercial leases, Landlord shall, within the time required by applicable Law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by Law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, upon such transfer and the delivery to Tenant of an acknowledgment of the of the transferee's responsibility for the Security Deposit as provided by Law, Landlord thereafter shall have no further liability for the return of the Security Deposit.*

16. Personal Property Taxes. Tenant shall be liable for all taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located in the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that part of such taxes for which the Tenant is primarily liable pursuant to the terms of this Section. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Leased Premises.

17. Holding Over. If Tenant does not vacate the Leased Premises upon the expiration or earlier termination of this Lease, Tenant shall be at sufferance for the holdover period and all of the terms and provisions of this lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover an amount equal to two times the base rent which would have been payable by Tenant had the holdover period been a part of the original term of this lease (without waiver of Landlord's right to recover

damages as permitted by law). Upon the expiration or earlier termination of this Lease, Tenant agrees to vacate and deliver the Leased Premises, and all keys thereto, to Landlord upon delivery to Tenant of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease. ***Tenant shall indemnify Landlord against all claims made by any tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Leased Premises to such other tenant or prospective tenant.***

18. **Attorney Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

19. **Venue.** Venue is in Bell County, Texas.

20. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

21. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

22. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

23. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

24. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on this the ____ day of _____, 2013.

LESSOR:
THE CITY OF TEMPLE, TEXAS

LESSEE:
Linda M. Joyner

David A. Blackburn, City Manager

Linda M. Joyner

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

City Attorney's Office

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the ____ day of _____, 2013,
by David A. Blackburn, City Manager of the City of Temple, Texas.

Notary Public, State of Texas

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the _____ day of
_____, 2013, Linda M. Joyner.

Notary Public, State of Texas

EXHIBIT A
ACCEPTANCE OF PREMISES

This memorandum is executed in connection with Lease for space in the E. Rhodes and Leona B. Carpenter Foundation Building in Temple, Texas, dated the ____ day of _____, 2013, between City of Temple, as Landlord, and Linda M. Joyner, as Tenant.

Tenant acknowledges and agrees that:

1. The Leased Premises (as defined In the Lease) are tenantable and accepted by Tenant as suitable for the purpose for which they were let.
2. All construction of improvements at the Leased Premises is completed, has been inspected by Tenant, and is acceptable.
3. The Rent Commencement Date of the Lease is agreed to be the 1st day of January, 2013.
4. The expiration date of the Lease is agreed to be the 30th day of June, 2013.
5. All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

Executed and delivered this ____ day of _____, 2013.

Tenant:

Linda M. Joyner

EXHIBIT B
RULES AND REGULATIONS

1. Landlord agrees to furnish Tenant two keys without charge. Additional keys will be furnished at a nominal charge. Tenant shall not change locks or install additional locks on doors without prior written consent of Landlord. Tenant shall not make or cause to be made duplicates of keys procured from Landlord without prior written approval of Landlord. All keys to the Leased Premises shall be surrendered to Landlord upon termination of this Lease.
2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Leased Premises for Tenant to Landlord for Landlord's approval before performance of any contractual service. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Leased Premises, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Leased Premises or the Property.
3. Tenant shall not at any time occupy any part of the Leased Premises as sleeping or lodging quarters.
4. Tenant shall not place, install or operate on the Leased Premises or in any part of the Property any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Leased Premises or the Property any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Landlord.
5. Landlord will not be responsible for lost or stolen merchandise, trade fixtures, furniture, furnishings, personal property, equipment, money or jewelry from the Leased Premises or the Property regardless of whether such loss occurs when the area is locked against entry or not.
6. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Leased Premises or Property.
7. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person or contract with or render free or paid services to any Tenant or to any of Tenant's agents, employees or invitees.
8. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the Property shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
10. No person shall disturb occupants of the Property by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.
11. Nothing shall be thrown out of the windows of the Property or down the stairways or other passages.
- 12.(a) Tenant and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Landlord. Tenant shall furnish Landlord with state automobile

license numbers of Tenant's vehicles and its employees' vehicles within five (5) days after taking possession of the Leased Premises and shall notify Landlord of any changes within five (5) days after such change occurs. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the Leased Premises or the Property. If Tenant or its employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord, after giving written notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense.

(b) Parking in a parking garage or area shall be in compliance with all parking rules and regulations established from time to time by Landlord. Landlord reserves the right to charge for use of parking areas, to establish reserved parking areas and to assign designated parking spaces therein for exclusive use by specified tenants, to establish any sticker or other identification system, to alter, reduce or modify any parking areas, and to take any other actions regarding the parking garage or parking area. Failure to observe the rules and regulations shall terminate Tenant's right to use the parking garage or area and subject the vehicle in violation of the parking rules and regulations to removal and impoundment. No termination of parking privileges or removal of impoundment of a vehicle shall create any liability on Landlord or be deemed to interfere with Tenant's right to possession of its Leased Premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by Landlord. Parking stickers or other forms of identification supplied by Landlord shall remain the property of Landlord and not the property of Tenant and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

(c) The parking provisions set forth in Exhibit "C" shall govern any contrary provisions set forth in these Rules and Regulations, but only to the extent of the conflict.

13. Movement in or out of the Property of furniture or office supplies and equipment, or dispatch or receipt by Tenant of any merchandise or materials which required use of elevators or stairways, or movement through the Property entrances or lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of Landlord and carried out in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Property. ***Tenant assumes, and shall indemnify Landlord against, all risks and claims of damage to persons and properties arising in connection with any said movement.***

14. Landlord shall not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements or delays of any sort or duration in connection with the elevator service.

15. Tenant shall not lay floor covering within the Leased Premises without written approval of Landlord. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.

16. Tenant agrees to cooperate and assist Landlord in the prevention of canvassing, soliciting and peddling within the Property.

17. During all hours other than regular hours, Landlord reserves the right to exclude from the Property, all persons who are not known to the Property security personnel and who do not present pass to the Property signed by the Tenant. Each Tenant shall be responsible for all

persons for whom Tenant supplies a pass.

18. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.

19. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale from the Leased Premises of, or use or permit the use of any sidewalk or mall area adjacent to the Leased Premises for the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Leased Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Leased Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.

20. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls of the Building.

21. Tenant shall not use in any space, or in the common areas of the Building, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into Building or kept in or about the Leased Premises without prior written approval of Landlord.

22. Tenant shall store all its trash and garbage within the Leased Premises until daily removal, of same by Tenant to such location in the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal.

23. Tenant shall not permit the use or the operation of any coin operated machines on the Leased Premises, including, without limitation, vending machines, video games, pinball machines, or pay telephones without the prior written consent of Landlord.

24. As used in the Lease, "holidays" means New Years Day, Martin Luther King Day, Good Friday, Veterans Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Eve and Christmas, together with such other holidays designated by Landlord.

25. Landlord desires to maintain in the Property the highest standard of dignity and good taste consistent with comfort and convenience for Tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Your cooperation will be mutually beneficial and sincerely appreciated. Landlord reserves the right to make such other and further reasonable rules and regulations as in its Judgment may from time to time be necessary, for the safety, care and cleanliness of the Leased Premises and for the preservation of good order therein.

EXHIBIT C
PARKING PROVISIONS

This Exhibit is attached to and forms a part of the Basic Lease dated _____, 2013, between City of Temple, as Landlord and Linda M. Joyner ("The Lease"). The terms used in this Exhibit shall have the same definitions as set forth in the Lease. The provisions of this Exhibit shall prevail over any inconsistent or conflicting provisions of the Lease.

1. Landlord hereby grants to Tenant a non-exclusive license to use the following number and types of parking spaces (the "spaces"):

<u>Type</u>	<u>Number of Spaces</u>
Reserved Spaces	<u>1</u>

The Spaces will be located in the areas designated from time to time by Landlord for tenant parking. This license is subject to the terms and conditions set forth below:

2. The Spaces shall be used only for the purpose of parking automobiles for a term commencing on the Rent Commencement Date set forth in the Lease and terminating upon the expiration or termination of the Lease for whatever reason.

3. All automobiles (including all contents thereof) shall be parked in the Spaces at the sole risk of Tenant, its employees, agents, invitees and licensees. Landlord has no duty to insure any automobiles (including the contents thereof), and Landlord is not responsible for the protection and security of such automobiles. Landlord shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of or in connection with the parking of said automobiles in any of the Spaces, ***and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, costs, claims, expenses, and/or causes of action which Landlord may incur in connection with or arising out of the use of the Spaces by Tenant or its employees, agents, invitees, or licensees pursuant to this Agreement.***

4. If Tenant has a license to use Reserved Spaces, Landlord will select a means of identifying individual Reserved Spaces, and Tenant will comply with procedures established by Landlord to identify the particular automobile that is authorized by Tenant to park in each individual Reserved Space. Landlord will not be liable to Tenant or any of its employees for any unauthorized automobile parking in individual Reserved Spaces. Landlord reserves the right to relocate any Reserved or Non-Reserved parking areas or Spaces from time to time, to alter, reduce or modify any parking areas, to use portions of the parking areas for free, visitor, or other parking needs of Landlord and to take any other actions regarding the parking areas.

5. This Exhibit shall not create a bailment between the parties hereto. The only relationship created between Landlord and Tenant regarding the Spaces is that of licensor and licensee, respectively.

6. In its use of the Spaces, Tenant shall follow all of the rules and regulations of the Building applicable thereto, as the same may be amended from time to time. Upon the occurrence of any breach of such rules or any default by Tenant under the Lease, Landlord shall be entitled to terminate the license given hereby, by written notice to Tenant, in which event Tenant's right to utilize the Spaces shall thereupon automatically cease.

7. Tenant shall be responsible for ensuring that its employees and agents do not park their cars in visitor parking spaces or in parking spaces or areas, if any, reserved or designated by Landlord for the use of other tenants or for other purposes. Tenant agrees to furnish to

Landlord the state automobile license numbers of automobiles of Tenant and its employees who will occupy Spaces from time to time within five (5) days from its receipt of written notice from Landlord requesting such information. Landlord shall be entitled to utilize whatever security device Landlord deems necessary (including but not limited to the issuance of parking stickers or access cards), to insure that only those tenants entitled to use Spaces in the designated parking areas are using such spaces. If Tenant, its agents or employees wrongfully park in any of the parking areas or spaces designated for the use of others, then Landlord shall be entitled and is hereby authorized to have any such automobile towed away, at Tenant's sole risk and expense, and Landlord is further authorized to impose upon Tenant an administrative fee of \$25 for each such occurrence. Tenant hereby agrees to pay all amounts falling due under this section upon demand therefor.

INITIALS: _____

Landlord: City of Temple

Tenant: Linda Joyner

EXHIBIT D
PROHIBITED USES

1. Retail Banking Purposes, which shall include receiving deposits or making loans to the general public.
2. Locating any signage or advertising or any type on any portion of the Building that can be viewed from the exterior of the Building or from any common area of the Building (excluding common tenant directories).

**LEASE FOR SPACE IN
E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING**

TERMS AND DEFINITIONS

Date: January 1, 2013
Landlord: City of Temple
Landlord's Address: City of Temple, Finance Department, 2 N Main St., Temple TX
76501
Tenant: WhiteCo Construction Services, LLC, a Texas Limited Liability
Company
Tenant's Address: 100 W Adams Ave., Suite 310
Temple TX 76501
Premises:
Approximate Square Feet: 665
Suite: 310
Name of Building: E. Rhodes and Leona B. Carpenter Foundation Building
Street Address: 100 W Adams Ave.
City, State, Zip: Temple TX 76501
Base Rent (monthly): \$665 per month (\$1 per square foot)
Term (months): 12 months
Commencement Date: January 1, 2013
Termination Date: December 31, 2013
Use: Administrative Office, but not to include the use described in Exhibit "D."

Amount of Liability Insurance

Death/Bodily Injury: \$500,000 per occurrence
Property: \$100,000 per occurrence

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means City of Temple and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

"Common Areas" means all facilities and areas of the building that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the building. Landlord shall have the exclusive control over and right to manage the common areas.

"Building Operating Hours" means 8:00 a.m. to 9:00 p.m., Monday through Thursday; 8:00 a.m. to 6:00 p.m., Friday; 8:00 a.m. to 5:00 p.m., Saturday; 1:00 p.m. to 9:00 p.m., Sunday, except holidays.

"Parking Facility" means the facility or area described in the attached parking provisions, Exhibit "C".

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1. Lease the premises for the entire term beginning at 12:01 a.m. on the commencement date and ending at 11:59 p.m. on the termination date.
2. Accept the premises in their present condition **"as is,"** the premises being currently suitable for Tenant's intended use, by signing Exhibit "A".
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building, attached as Exhibits "B", "C", and "D".
4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
5. Pay, as additional rent, all other sums due under this lease.
6. Pay a late charge of 10 percent of any rent not received by Landlord by the fifth day of the month in which it is due.
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, show the premises to prospective purchasers or tenants, and place signs advertising availability for rental within 30 days of expiration of this lease.
9. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
10. Repair any damage to the premises or the parking facility caused by Tenant.
11. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
12. Maintain general/commercial liability insurance for the premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.
13. Maintain insurance on Tenant's personal property.
14. Deliver certificates of insurance to Landlord before the commencement date and thereafter when requested.
15. ***Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of use of the premises.***
16. Vacate the premises and return all keys to the premises on termination of this lease.
17. On request, execute an estoppel certificate that states the commencement and

termination dates of the lease, identifies any amendments to the lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

18. Arrange with Landlord in advance for any heating, air conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

B. Tenant agrees not to--

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

3. Change Landlord's lock system.

4. Alter the premises.

5. Allow a lien to be placed on the premises.

6. Assign this lease or sublease any portion of the premises without Landlord's written consent.

C. Landlord agrees to--

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building, and the parking facility.

3. Provide normal utility-service connections to the building.

4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) parking facility and common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the premises. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any damages nor to any abatement or reduction of rent by reason of any maintenance, repairs, replacements, alternations or additions made by Landlord under this Lease.

5. Insure the building and any parking facility against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.

6. Provide the following services: (a) air conditioning and heating to the premises reasonable for Tenant's use (exclusive of air conditioning or heating for electronic data processing or other specialized equipment) during building operating hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) janitorial service and periodic window washing; (d), elevator service, if necessary, to provide access to and from the premises; (e) electric current

for normal office machines and building's standard lighting reasonable for Tenant's use; and (f) lighting in common areas and fluorescent lights in building's standard light fixtures on the premises. Failure by Landlord to any extent to provide these defined services or any other services not enumerated, or any cessation thereof, shall not render Landlord liable in any respect for damages to either person or property, be construed as an eviction of Tenant, work an abatement of rent or relieve Tenant from fulfillment of any covenant in this Lease. If any of the equipment or machinery useful or necessary for provision of utility services, and for which Landlord is responsible, breaks down or for any cause ceases to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruption in service occasioned from the repairs. Landlord reserves the right from time to time to make changes in the utilities and services provided by Landlord to the Property.

7. Make the Board Room available at no charge to Tenant with 24 hours notice unless a paying customer requests it. After use of the Board Room, Tenant agrees to return it to a clean condition. Failure to do so may result in a janitorial charge.

D. Landlord agrees not to--

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Leased Premises without first obtaining the written consent of Landlord, which consent may in the sole and absolute discretion of Landlord be denied. Landlord's failure to respond in writing to Tenant's request for any alterations, physical additions or improvements within fifteen (15) days of receipt thereof shall be deemed Landlord's disapproval of such request. Any alterations, physical additions or improvements to the Leased Premises made by or installed by either party hereto shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any physical improvements or additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Tenant took possession, all costs of removal and/or alterations to be borne by Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord. Tenant shall have no authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Leased Premises, the Property or any portion thereof. Tenant shall promptly cause any such liens that have arisen by reason or any work claimed to have been undertaken by or through Tenant to be released by payment, bonding or otherwise within ten (10) days after request by Landlord, ***and shall indemnify and defend Landlord against liability or loss arising out of any such claim (including, without limitation, legal fees and court costs).***

2. **Signs.** No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with Landlord's sign criteria established for the Property. Landlord reserves the right to remove, at tenant's expense, all signs other than signs approved in writing by Landlord under this Section E.2, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal.

3. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent, for any reason.

4. **Increase in Insurance Premiums.** If an increase in any insurance premiums paid by Landlord for the Property is caused by Tenant's use of the Leased Premises in a manner other than as set forth herein, or if Tenant vacated the Leased Premises and caused an increase in such premiums, then Tenant shall pay as additional rent the amount of such increase to Landlord. Tenant agrees to pay any amount due under this Section within ten (10) days following receipt of the invoice showing the additional rent due.

5. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facility, if any, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

6. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

7. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord. (b) If the premises cannot be restored within ninety days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as provided in (a) above. (c) To the extent the premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

8. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

9. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

10. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice.

11. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service for thirty days after default, terminate this lease.

12. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

13. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

14. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

15. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, if such Deposit was not previously paid by Tenant. The Security Deposit shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default. Landlord may, from time to time following an Event of Default and without prejudice to any other remedy, use all or part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. *Subject to the requirements of, and conditions imposed by, Laws applicable to security deposits under commercial leases, Landlord shall, within the time required by applicable Law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by Law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, upon such transfer and the delivery to Tenant of an acknowledgment of the of the transferee's responsibility for the Security Deposit as provided by Law, Landlord thereafter shall have no further liability for the return of the Security Deposit.*

16. **Personal Property Taxes.** Tenant shall be liable for all taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located in the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that part of such taxes for which the Tenant is primarily liable pursuant to the terms of this Section. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Leased Premises.

17. **Holding Over.** If Tenant does not vacate the Leased Premises upon the expiration or earlier termination of this Lease, Tenant shall be at sufferance for the holdover period and all of the terms and provisions of this lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover an amount equal to two times the base rent which would have been payable by Tenant had the holdover period

been a part of the original term of this lease (without waiver of Landlord's right to recover damages as permitted by law). Upon the expiration or earlier termination of this Lease, Tenant agrees to vacate and deliver the Leased Premises, and all keys thereto, to Landlord upon delivery to Tenant of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease. ***Tenant shall indemnify Landlord against all claims made by any tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Leased Premises to such other tenant or prospective tenant.***

18. **Attorney Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

19. **Venue.** Venue is in Bell County, Texas.

20. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

21. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

22. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

23. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

24. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on this the ____ day of _____, 2013.

LESSOR:
THE CITY OF TEMPLE, TEXAS

LESSEE:
WhiteCo Construction Services, LLC

David A. Blackburn, City Manager

Webb White, Manager

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

City Attorney's Office

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the ____ day of _____, 2013,
by David A. Blackburn, City Manager of the City of Temple, Texas.

Notary Public, State of Texas

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the _____ day of
_____, 2013, Webb White, Manager of WhiteCo Construction Services, LLC.

Notary Public, State of Texas

EXHIBIT A
ACCEPTANCE OF PREMISES

This memorandum is executed in connection with Lease for space in the E. Rhodes and Leona B. Carpenter Foundation Building in Temple, Texas, dated the ____ day of _____, 2013, between City of Temple, as Landlord, and WhiteCo Construction Services, LLC, as Tenant.

Tenant acknowledges and agrees that:

1. The Leased Premises (as defined In the Lease) are tenantable and accepted by Tenant as suitable for the purpose for which they were let.
2. All construction of improvements at the Leased Premises is completed, has been inspected by Tenant, and is acceptable.
3. The Rent Commencement Date of the Lease is agreed to be the 1st day of January, 2013.
4. The expiration date of the Lease is agreed to be the 31st day of December, 2013.
5. All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

Executed and delivered this ____ day of _____, 2013.

Tenant:

WhiteCo Construction Services, LLC
By: Webb White, Manager

EXHIBIT B
RULES AND REGULATIONS

1. Landlord agrees to furnish Tenant two keys without charge. Additional keys will be furnished at a nominal charge. Tenant shall not change locks or install additional locks on doors without prior written consent of Landlord. Tenant shall not make or cause to be made duplicates of keys procured from Landlord without prior written approval of Landlord. All keys to the Leased Premises shall be surrendered to Landlord upon termination of this Lease.
2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Leased Premises for Tenant to Landlord for Landlord's approval before performance of any contractual service. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Leased Premises, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Leased Premises or the Property.
3. Tenant shall not at any time occupy any part of the Leased Premises as sleeping or lodging quarters.
4. Tenant shall not place, install or operate on the Leased Premises or in any part of the Property any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Leased Premises or the Property any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Landlord.
5. Landlord will not be responsible for lost or stolen merchandise, trade fixtures, furniture, furnishings, personal property, equipment, money or jewelry from the Leased Premises or the Property regardless of whether such loss occurs when the area is locked against entry or not.
6. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Leased Premises or Property.
7. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person or contract with or render free or paid services to any Tenant or to any of Tenant's agents, employees or invitees.
8. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the Property shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
10. No person shall disturb occupants of the Property by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.
11. Nothing shall be thrown out of the windows of the Property or down the stairways or other passages.
- 12.(a) Tenant and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Landlord. Tenant shall furnish Landlord with state automobile

license numbers of Tenant's vehicles and its employees' vehicles within five (5) days after taking possession of the Leased Premises and shall notify Landlord of any changes within five (5) days after such change occurs. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the Leased Premises or the Property. If Tenant or its employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord, after giving written notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense.

(b) Parking in a parking garage or area shall be in compliance with all parking rules and regulations established from time to time by Landlord. Landlord reserves the right to charge for use of parking areas, to establish reserved parking areas and to assign designated parking spaces therein for exclusive use by specified tenants, to establish any sticker or other identification system, to alter, reduce or modify any parking areas, and to take any other actions regarding the parking garage or parking area. Failure to observe the rules and regulations shall terminate Tenant's right to use the parking garage or area and subject the vehicle in violation of the parking rules and regulations to removal and impoundment. No termination of parking privileges or removal of impoundment of a vehicle shall create any liability on Landlord or be deemed to interfere with Tenant's right to possession of its Leased Premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by Landlord. Parking stickers or other forms of identification supplied by Landlord shall remain the property of Landlord and not the property of Tenant and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

(c) The parking provisions set forth in Exhibit "C" shall govern any contrary provisions set forth in these Rules and Regulations, but only to the extent of the conflict.

13. Movement in or out of the Property of furniture or office supplies and equipment, or dispatch or receipt by Tenant of any merchandise or materials which required use of elevators or stairways, or movement through the Property entrances or lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of Landlord and carried out in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Property. ***Tenant assumes, and shall indemnify Landlord against, all risks and claims of damage to persons and properties arising in connection with any said movement.***

14. Landlord shall not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements or delays of any sort or duration in connection with the elevator service.

15. Tenant shall not lay floor covering within the Leased Premises without written approval of Landlord. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.

16. Tenant agrees to cooperate and assist Landlord in the prevention of canvassing, soliciting and peddling within the Property.

17. During all hours other than regular hours, Landlord reserves the right to exclude from the Property, all persons who are not known to the Property security personnel and who do not present pass to the Property signed by the Tenant. Each Tenant shall be responsible for all

persons for whom Tenant supplies a pass.

18. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.

19. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale from the Leased Premises of, or use or permit the use of any sidewalk or mall area adjacent to the Leased Premises for the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Leased Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Leased Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.

20. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls of the Building.

21. Tenant shall not use in any space, or in the common areas of the Building, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into Building or kept in or about the Leased Premises without prior written approval of Landlord.

22. Tenant shall store all its trash and garbage within the Leased Premises until daily removal, of same by Tenant to such location in the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal.

23. Tenant shall not permit the use or the operation of any coin operated machines on the Leased Premises, including, without limitation, vending machines, video games, pinball machines, or pay telephones without the prior written consent of Landlord.

24. As used in the Lease, "holidays" means New Years Day, Martin Luther King Day, Good Friday, Veterans Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Eve and Christmas, together with such other holidays designated by Landlord.

25. Landlord desires to maintain in the Property the highest standard of dignity and good taste consistent with comfort and convenience for Tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Your cooperation will be mutually beneficial and sincerely appreciated. Landlord reserves the right to make such other and further reasonable rules and regulations as in its Judgment may from time to time be necessary, for the safety, care and cleanliness of the Leased Premises and for the preservation of good order therein.

EXHIBIT C
PARKING PROVISIONS

This Exhibit is attached to and forms a part of the Basic Lease dated _____, 2013, between City of Temple, as Landlord and WhiteCo Construction Services, LLC ("The Lease"). The terms used in this Exhibit shall have the same definitions as set forth in the Lease. The provisions of this Exhibit shall prevail over any inconsistent or conflicting provisions of the Lease.

1. Landlord hereby grants to Tenant a non-exclusive license to use the following number and types of parking spaces (the "spaces"):

<u>Type</u>	<u>Number of Spaces</u>
Reserved Spaces	<u>3</u>

The Spaces will be located in the areas designated from time to time by Landlord for tenant parking. This license is subject to the terms and conditions set forth below:

2. The Spaces shall be used only for the purpose of parking automobiles for a term commencing on the Rent Commencement Date set forth in the Lease and terminating upon the expiration or termination of the Lease for whatever reason.

3. All automobiles (including all contents thereof) shall be parked in the Spaces at the sole risk of Tenant, its employees, agents, invitees and licensees. Landlord has no duty to insure any automobiles (including the contents thereof), and Landlord is not responsible for the protection and security of such automobiles. Landlord shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of or in connection with the parking of said automobiles in any of the Spaces, ***and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, costs, claims, expenses, and/or causes of action which Landlord may incur in connection with or arising out of the use of the Spaces by Tenant or its employees, agents, invitees, or licensees pursuant to this Agreement.***

4. If Tenant has a license to use Reserved Spaces, Landlord will select a means of identifying individual Reserved Spaces, and Tenant will comply with procedures established by Landlord to identify the particular automobile that is authorized by Tenant to park in each individual Reserved Space. Landlord will not be liable to Tenant or any of its employees for any unauthorized automobile parking in individual Reserved Spaces. Landlord reserves the right to relocate any Reserved or Non-Reserved parking areas or Spaces from time to time, to alter, reduce or modify any parking areas, to use portions of the parking areas for free, visitor, or other parking needs of Landlord and to take any other actions regarding the parking areas.

5. This Exhibit shall not create a bailment between the parties hereto. The only relationship created between Landlord and Tenant regarding the Spaces is that of licensor and licensee, respectively.

6. In its use of the Spaces, Tenant shall follow all of the rules and regulations of the Building applicable thereto, as the same may be amended from time to time. Upon the occurrence of any breach of such rules or any default by Tenant under the Lease, Landlord shall be entitled to terminate the license given hereby, by written notice to Tenant, in which event Tenant's right to utilize the Spaces shall thereupon automatically cease.

7. Tenant shall be responsible for ensuring that its employees and agents do not park their cars in visitor parking spaces or in parking spaces or areas, if any, reserved or designated

by Landlord for the use of other tenants or for other purposes. Tenant agrees to furnish to Landlord the state automobile license numbers of automobiles of Tenant and its employees who will occupy Spaces from time to time within five (5) days from its receipt of written notice from Landlord requesting such information. Landlord shall be entitled to utilize whatever security device Landlord deems necessary (including but not limited to the issuance of parking stickers or access cards), to insure that only those tenants entitled to use Spaces in the designated parking areas are using such spaces. If Tenant, its agents or employees wrongfully park in any of the parking areas or spaces designated for the use of others, then Landlord shall be entitled and is hereby authorized to have any such automobile towed away, at Tenant's sole risk and expense, and Landlord is further authorized to impose upon Tenant an administrative fee of \$25 for each such occurrence. Tenant hereby agrees to pay all amounts falling due under this section upon demand therefor.

INITIALS: _____

Landlord: City of Temple

Tenant: WhiteCo Construction Services, LLC

EXHIBIT D
PROHIBITED USES

1. Retail Banking Purposes, which shall include receiving deposits or making loans to the general public.
2. Locating any signage or advertising or any type on any portion of the Building that can be viewed from the exterior of the Building or from any common area of the Building (excluding common tenant directories).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SIX MONTH LEASE RENEWAL WITH LINDA JOYNER FOR SPACE IN THE E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING (THE TEMPLE PUBLIC LIBRARY) AT A LEASE RATE OF \$250 PER MONTH; AND AUTHORIZING A ONE-YEAR LEASE RENEWAL WITH WHITECO CONSTRUCTION SERVICES, LLC, FOR SPACE IN THE E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING (THE TEMPLE PUBLIC LIBRARY) AT A LEASE RATE OF \$665 PER MONTH; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently owns and leases offices in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library);

Whereas, the lease with Linda Joyner for approximately 250 square feet of space expired on December 31, 2012, and the tenant has requested to renew her lease for an additional six month term at the rate of \$250 per month, as attached hereto as Exhibit A;

Whereas, the lease with WhiteCo Construction, Services, LLC for approximately 665 square feet of space expired on December 31, 2012, and the tenants have requested to renew their lease for an additional one-year term at the rate of \$665 per month, as attached hereto as Exhibit B;

Whereas, staff recommends entering into a six month lease with Linda Joyner, expiring on June 30, 2013 and entering into a one-year lease with WhiteCo Construction Services, LLC, expiring December 30, 2013;

Whereas, each of the lease agreements allow for a 30-day termination clause should the lessee or the City desire to terminate the lease - the City has previously leased property to these tenants and finds them to be reasonable lessees; 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 lease renewals, after approval as to form by the City Attorney, as outlined below:

- 1) Linda Joyner for approximately 250 square feet of space in the E. Rhodes and Carpenter Foundation Building (the Temple Public Library) at the rate of \$250 per month, as set forth in Exhibit A attached hereto and incorporated herein;
- 2) WhiteCo Construction, Services, LLC for approximately 665 square feet of space, in the E. Rhodes and Carpenter Foundation Building (the Temple Public Library)

at the rate of \$665 per month, as set forth in Exhibit B attached hereto and incorporated herein.

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 17th day of **January**, 2013.

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

01/17/13
Item #3(F)
Consent Agenda
Page 1

DEPT./DIVISION SUBMISSION & REVIEW:

Sharon Rostovich, Airport Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing:

- (1) An amendment to the lease agreement between the Department of the Army, Corps of Engineers, terminating a portion of the lease for the terminal building for AMCOM and
- (2) A lease agreement with DRS Technologies, Inc., for the lease of the terminal building at the Draughon Miller Central Texas Regional Airport.

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

ITEM SUMMARY: The City of Temple currently has a lease with the Department of the Army, Corps of Engineers for three facilities supporting AMCOM – a 6,000 square foot terminal building, a 7,800 square foot supply hangar and a 45,000 square foot helicopter maintenance hangar. AMCOM currently pays \$26,767.80 per month for the three facilities. On December 27, 2012, the Department of the Army notified the City they were relinquishing the 6,000 square foot terminal building effective January 15, 2013. Based on the lease square footage rate, the Department of the Army lease payment will reduce by \$2800 per month. DRS Technologies, Inc. is a government contractor providing repair and maintenance services for the United States Army Kiowa Warrior Helicopters Mast Mounted Sight System and is currently housed in the terminal building supporting AMCOM's mission. DRS was given the option to relocate with AMCOM personnel to the 45,000 square foot helicopter maintenance hangar; however, DRS requests a two year lease with three one year renewal options on the facility at the same square footage rate calculated at \$2800 per month plus utilities effective February 1, 2013. The tenants are responsible for all utilities.

The Staff recommends approval.

FISCAL IMPACT: Lease payment revenue will remain the same. Department of the Army, Corps of Engineers will pay \$23,967.80 per month and DRS Technologies, Inc. will pay \$2,800 per month effective February 2013.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, TERMINATING THE TERMINAL BUILDING PORTION OF THEIR LEASE AND AUTHORIZING A LEASE AGREEMENT WITH DRS TECHNOLOGIES, INC. FOR LEASE OF THE TERMINAL BUILDING AT THE DRAUGHON MILLER CENTRAL TEXAS REGIONAL AIRPORT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City currently has a lease with the Department of the Army, Corps of Engineers for three facilities (6,000 square foot terminal building, 7,800 square foot supply hangar and a 45,000 square foot helicopter maintenance hangar) supporting AMCOM, to which they currently pay a combined month lease rate of \$26,767.80;

Whereas, on December 27, 2012, the Department of the Army notified the City that they were relinquishing the 6,000 square foot terminal building effective January 15, 2013 - based on the square footage lease rate, the Department of the Army's per month lease rate will be reduced by \$2,800 per month;

Whereas, DRS Technologies, Inc., is a government contractor that provides repair and maintenance services for the United States Army and who is currently housed in the terminal building supporting AMCOM's mission - DRS was given the option to relocate with AMCOM personnel however they have requested to lease the 6,000 square foot terminal building AMCOM is vacating;

Whereas, DRS has requested a two year lease with three one-year lease options on the 6,000 square foot terminal building space at the same per month lease rate of \$2,800 per month effective February 1, 2013 and to which DRS Technologies, Inc. will be responsible for all utilities;

Whereas, staff recommends amending the lease between the City and the Department of the Army, Corps of Engineers and recommends entering into a two year lease with three one-year options with DRS Technologies, Inc., for the 6,000 square foot terminal building effective February 1, 2013; 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 amend the lease agreement between the City of Temple and the Department of the Army, Corps of Engineers, relinquishing the 6,000 square foot terminal building effective January 15, 2013 and authorizes a two year lease agreement with three one-year options with DRS Technologies, Inc., after approval as to form by the City Attorney, for the lease of the 6,000 square foot terminal

building space being vacated by the Department of the Army, at the rate of \$2,800 per month including the responsibility for all utilities.

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 17th day of **January**, 2013.

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

01/17/13
Item #3(G)
Consent Agenda
Page 1 of 6

DEPT./DIVISION SUBMISSION & REVIEW:

Autumn Speer, Director of Planning and Development

ITEM DESCRIPTION: SECOND READING - Z-FY-13-01: Consider adopting an ordinance authorizing a permanent zoning from Agricultural District (AG) to Planned Development-Single Family One District (PD-SF-1) at 305 Ben Nevis Lane, located on Lot 4, Block 1, The Highlands Phase 1.

P&Z COMMISSION RECOMMENDATION: At its meeting on December 17, 2012, the Planning and Zoning Commission voted 9/0 to recommend approval of the requested zone change to Planned Development-Single Family One District (PD-SF-1), as described in the item description.

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

Staff recommends approval of the requested zone change to Planned Development Single Family One District (PD SF-1), **subject to the attached site plan**, for the following reasons:

1. The request complies with the Future Land Use and Character Map;
2. The request complies with the Thoroughfare Plan; and
3. Public and private facilities are available to subject property.

ITEM SUMMARY: The applicant's requested zone change from Agricultural District (AG) to Planned Development Single Family One District is to establish permanent zoning within a residential zoning district and to allow a reduced side yard setback on the south property line. If approved, the proposed Planned Development District would have a base zoning of Single Family One (SF-1) and would be subject to the attached site plan.

The property's Agricultural District (AG) requires a side yard setback of 15 feet from the property line. Earlier in the year, the applicant submitted a building permit for a proposed expansion of the existing house resulting in a side yard setback of 5-feet-6-inches from the south property line. The septic system's location in the rear yard prevents the applicant from expanding the house into the rear yard.

The building permit was put on hold pending the results of the applicant's variance request for a reduced side yard setback along the south property line.




The applicant's variance request was denied at the November 7, 2011 meeting of the Zoning Board of Adjustment. **This zone change request is the applicant's last attempt to establish a reduced side yard setback for his proposed house expansion.**

This property's plat, The Highlands, Phase I, was platted in 1979. This subdivision was annexed by the City of Temple on January 8, 1997 and given a temporary zoning designation of Agricultural District. The property owners within this subdivision have never pursued permanent residential zone changes for their individual properties.

The recorded plat reflects a 25-foot front yard building setback, which differs from the Agricultural District's more restrictive minimum required 50-foot front yard setback requirement. The plat's recorded 25-foot front yard setback is consistent with the Unified Development Code's (UDC) Single Family One District (SF-1). Although the City of Temple does not enforce restrictive covenants, those of The Highlands Phase I, allow side yard setbacks of 5 feet. **The proposed Planned Development Single Family One District (PD-SF-1) would allow the applicant's reduced yard setbacks, per the attached site plan.**

SURROUNDING PROPERTY AND USES: The following table shows the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	AG	Residential	 <p style="text-align: center;">Site</p>

Direction	Zoning	Current Land Use	Photo
North	AG	Single Family Residential	 <p data-bbox="716 558 922 590">Ben Nevis Lane</p> <p data-bbox="1195 558 1252 590">Site</p>
South	AG	Single Family Residential	
East	AG	Undeveloped	

Direction	Zoning	Current Land Use	Photo
West	AG	Single Family Residential	
			
			

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

Docu ment	Policy, Goal, Objective or Map	Site Conditions	Complian ce
CP	Map 3.1 - Future Land Use and Character (FLUP)	This property has a Suburban Residential classification. The applicant's requested "base" zoning district of SF-1 for the proposed Planned Development complies with Suburban Residential classification.	Y
CP	Map 5.2 - Thoroughfare Plan	The property fronts Ben Nevis Lane, which is identified as a local street. Local streets are appropriate for single family developments.	Y
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	A 6-inch water line runs along the west right-of-way of Ben Nevis Lane. A fire hydrant is also located on that water line, north of the applicant's property. The property is serviced by a septic system.	Y
STP	Temple Trails Master Plan Map & sidewalks	The Plan does not reflect a proposed trail along Ben Nevis Lane.	Y

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

DEVELOPMENT REGULATIONS: According to the City of Temple Comprehensive Plan, the Suburban Residential land use classification is characterized by mid-size single family lots, allowing for greater separation between dwellings and more emphasis on green space versus streets and driveways.

The SF-1 zoning district permits single-family detached residences and related accessory structures and provides standard single-family lots and should serve as a transition between larger and smaller lot single family districts.

The following residential uses are **permitted by right** in the proposed **Single Family One (SF-1)** "base" zoning district:

- Industrialized housing; and
- Single Family Detached Dwelling;

Prohibited uses include, single-family attached dwelling, duplex, patio home, townhouse, and apartments, among others.

Dimensional standards are as follows:

- Minimum lot size – 7,500 sq ft
- Minimum Lot Width – 60'
- Minimum Lot Depth – 100'
- Front Yard Setback – 25'
- Side Yard Setback (interior) – 10% of Lot width with 6' (min.) and 7.5 (max.)

- Side Yard Setback (corner yard) – 15'
- Rear Yard Setback – 10'

Rather than observing the minimum required 7.5-foot side yard setback at the applicant's south property line, the Planned Development would allow a reduced side yard setback of 5'-6" (5-feet 6-inches) at the south property line. All other setbacks would be consistent with the requirements of the Single Family One District (SF-1).

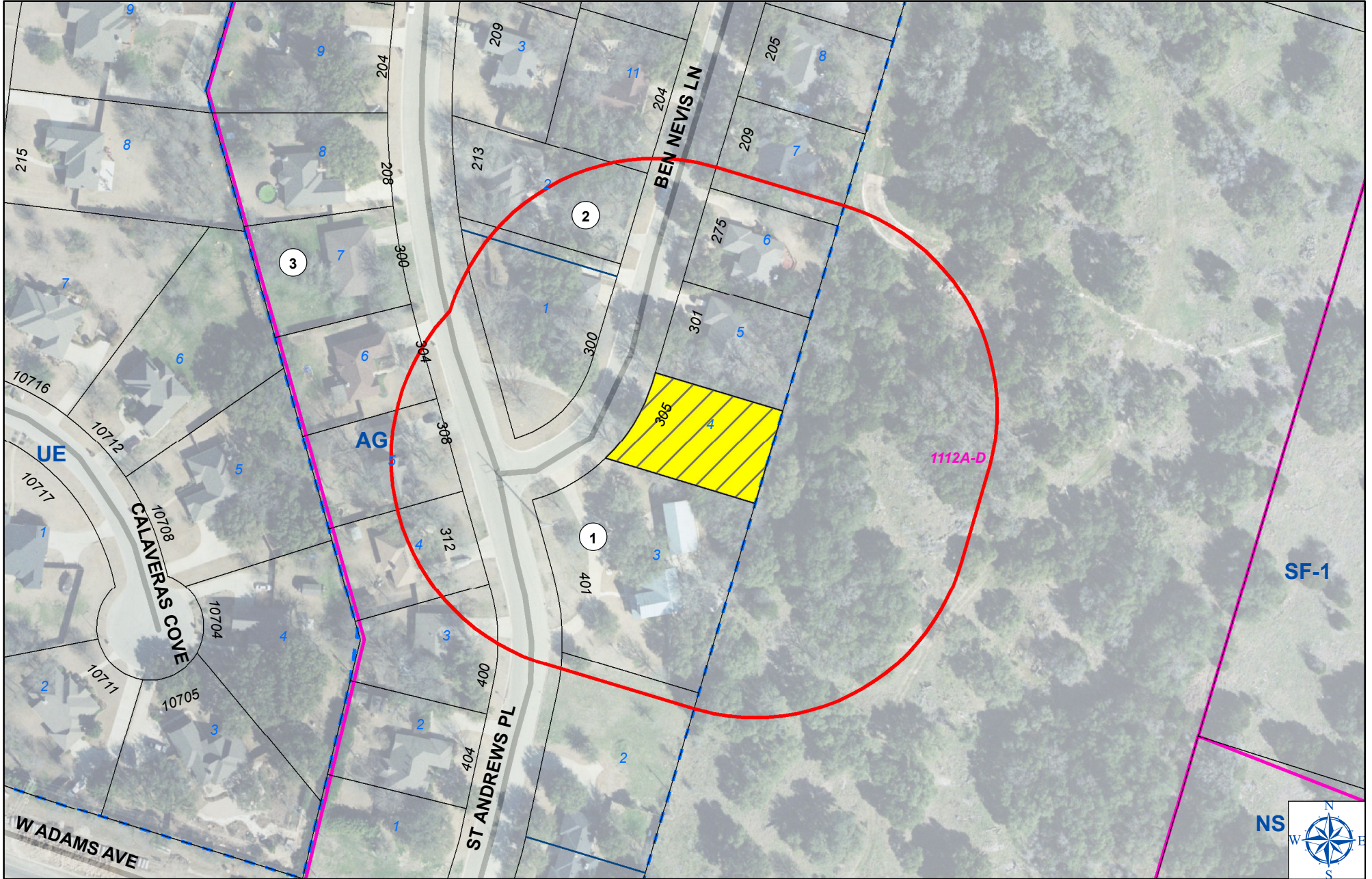
PUBLIC NOTICE: Twenty-three notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of December 13, 2012, one notice was returned in favor of the request and two notices were returned in opposition.

The newspaper printed notice of the Planning and Zoning Commission public hearing on December 6, 2012, in accordance with state law and local ordinance.

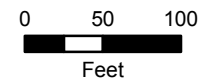
FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Zoning and Location Map](#)
[Future Land Use and Character Map](#)
[Notification Map](#)
[Returned Notices](#)
[PD Site Plan](#)
[P&Z Excerpts](#)
[Ordinance](#)

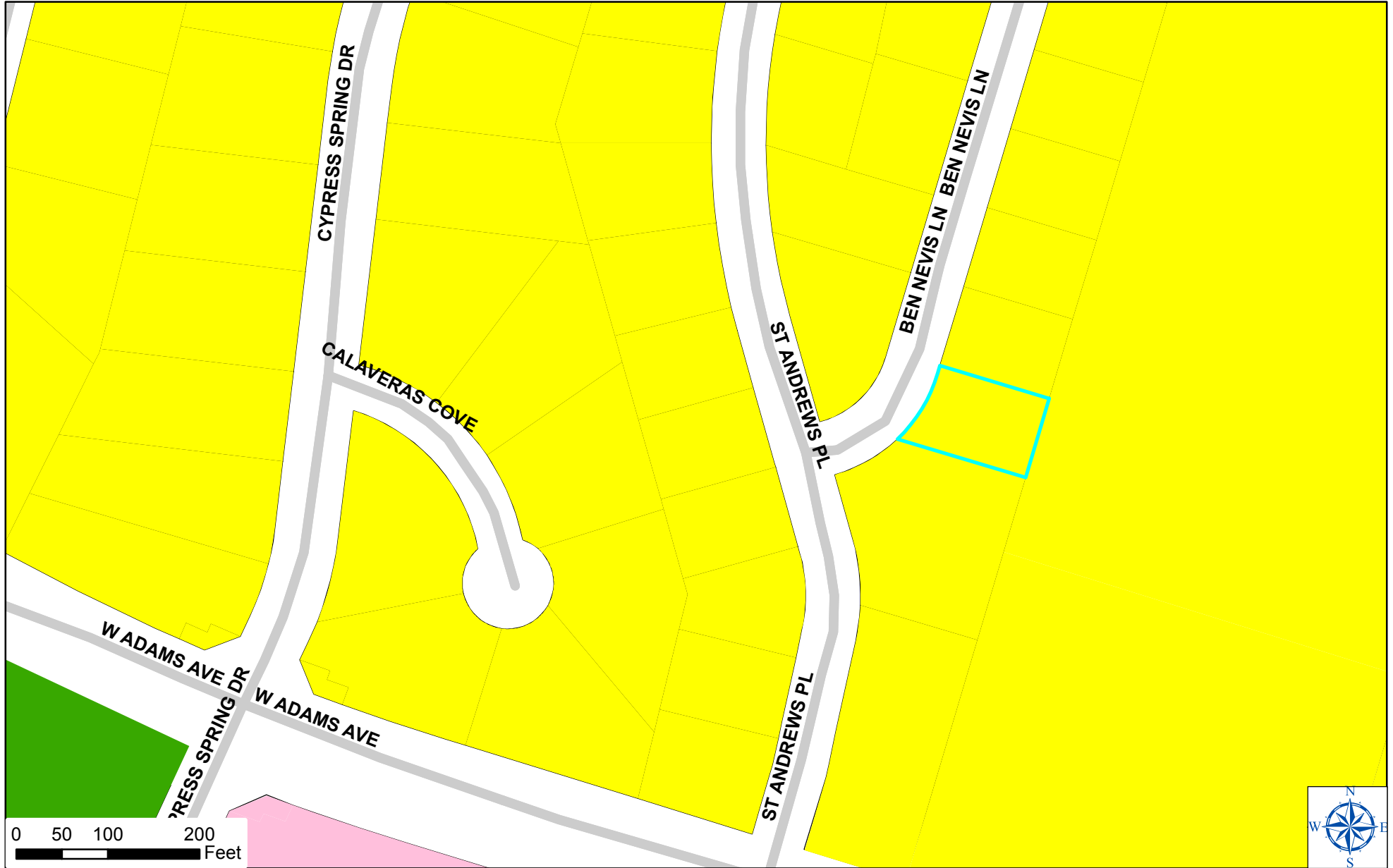


- Case
- Zoning
- 1234-A Outblock Number
- Buffer_200
- Subdivision
- 1234 Address
- Block Number
- Lot Number



11/20/2012
 City of Temple GIS
 tlyerly

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.



- | | | | | |
|---------------------------|-------------------------|-----------------------|-----------------------------------|----------------------|
| Neighborhood Conservation | Auto-Urban Residential | Auto-Urban Commercial | Temple Medical Education District | Public Institutional |
| Estate Residential | Auto-Urban Multi-Family | Suburban Commercial | Industrial | Parks & Open Space |
| Suburban Residential | Auto-Urban Mixed Use | Urban Center | Business Park | Agricultural/Rural |
| | | | | Case |
| | | | | Parcel |

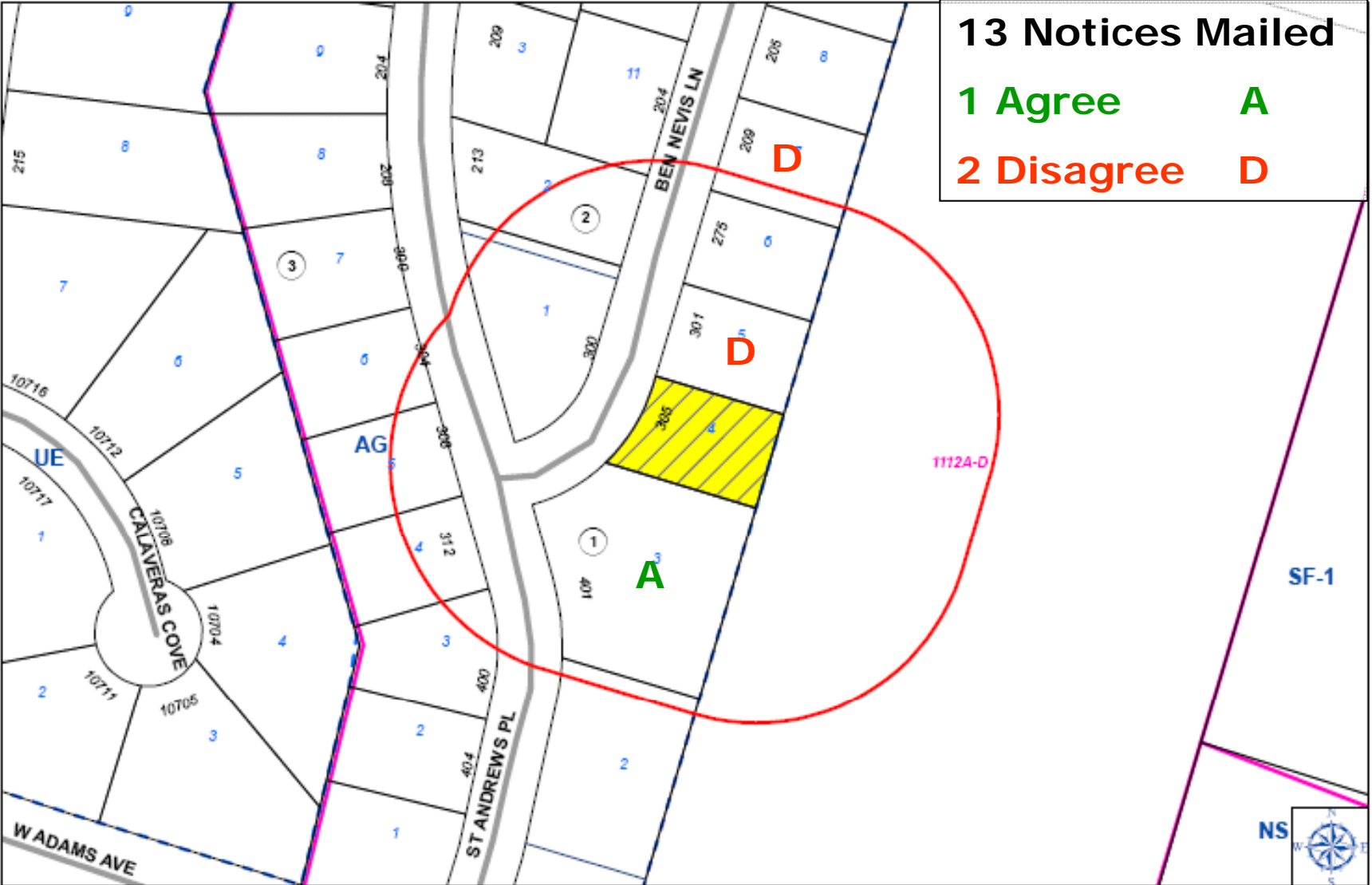
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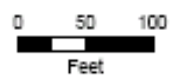
13 Notices Mailed

1 Agree A

2 Disagree D



- Case
- Zoning
- 1234-A Outblock Number
- Block Number
- Buffer_200
- Subdivision
- 1234 Address
- 1 Lot Number



11/20/2012
City of Temple GIS
Tierly

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.





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

Wayne Etux Judith Parker
301 Ben Nevis Lane
Belton, Texas 76513

Zoning Application Number: Z-FY-13-01 **Project Manager:** Tammy Lyerly

Location: 305 Ben Nevis Lane

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

I recommend () approval () denial of this request.

Comments:

I have to object to permitting one property owner to obtain permanent zoning, while the City has not established a permanent zoning district of all property owners within the annexed area. It allows a precedence to be set for others to ask for other special zoning district variance.

Wayne Parker
Signature

Wayne Parker
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than December 17, 2012

**City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501**

RECEIVED
DEC 10 2012
City of Temple
Planning & Development

Number of Notices Mailed: 13

Date Mailed: December 6, 2012



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

David M. Stirman
209 Ben Nevis Lane
Belton, Texas 76513

RECEIVED

DEC 13 2012

City of Temple
Planning & Development

Zoning Application Number: Z-FY-13-01

Project Manager: Tammy Lyerly

Location: 305 Ben Nevis Lane

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

I recommend () approval denial of this request.

Comments:

AS I UNDERSTAND IT, THIS WOULD BE A VIOLATION
OF CITY CODES + OUR DEED RESTRICTIONS. IT WOULD
DEVALUE ALL OUR NEIGHBORHOOD TO ALLOW EVERYONE TO
DO THIS. WHY SHOULD ONE BE ALLOWED?

David M. Stirman
Signature

DAVID M. STIRMAN
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than December 17, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

Number of Notices Mailed: 13

Date Mailed: December 6, 2012



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

Beth Etvir Fayne Holloway
401 St. Andrews Place
Belton, Texas 76513

Zoning Application Number: Z-FY-13-01

Project Manager: Tammy Lyerly

Location: 305 Ben Nevis Lane

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

I recommend approval () denial of this request.

Comments:

*It would be great to see the Lewis get
to add on & make improvements to their
home.*

Fayne Holloway
Signature

Fayne Holloway
Print Name

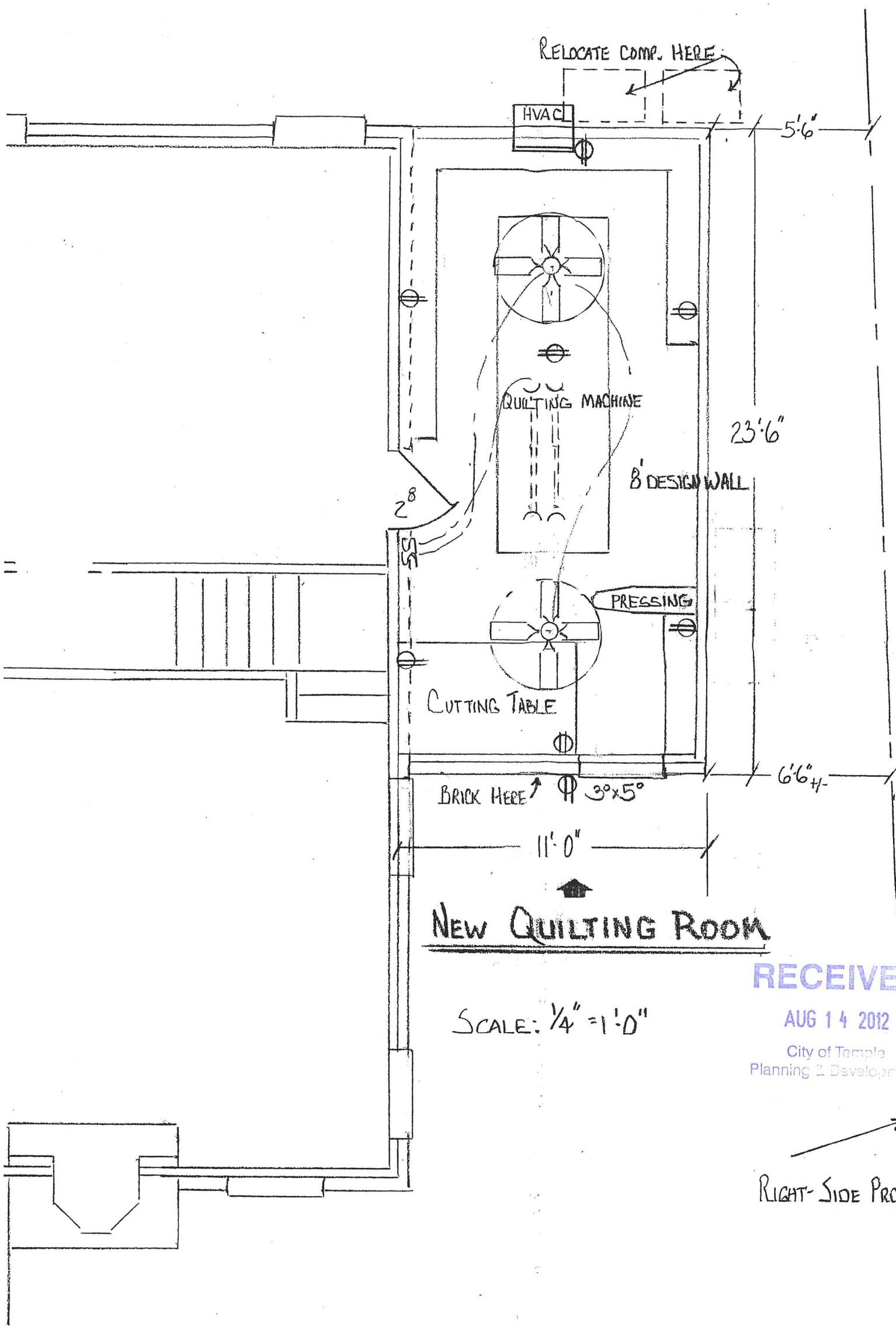
Please mail or hand-deliver this comment form to the address shown below, no later than December 17, 2012

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
DEC 13 2012
City of Temple
Planning & Development

Number of Notices Mailed: 13

Date Mailed: December 6, 2012



NEW QUILTING ROOM

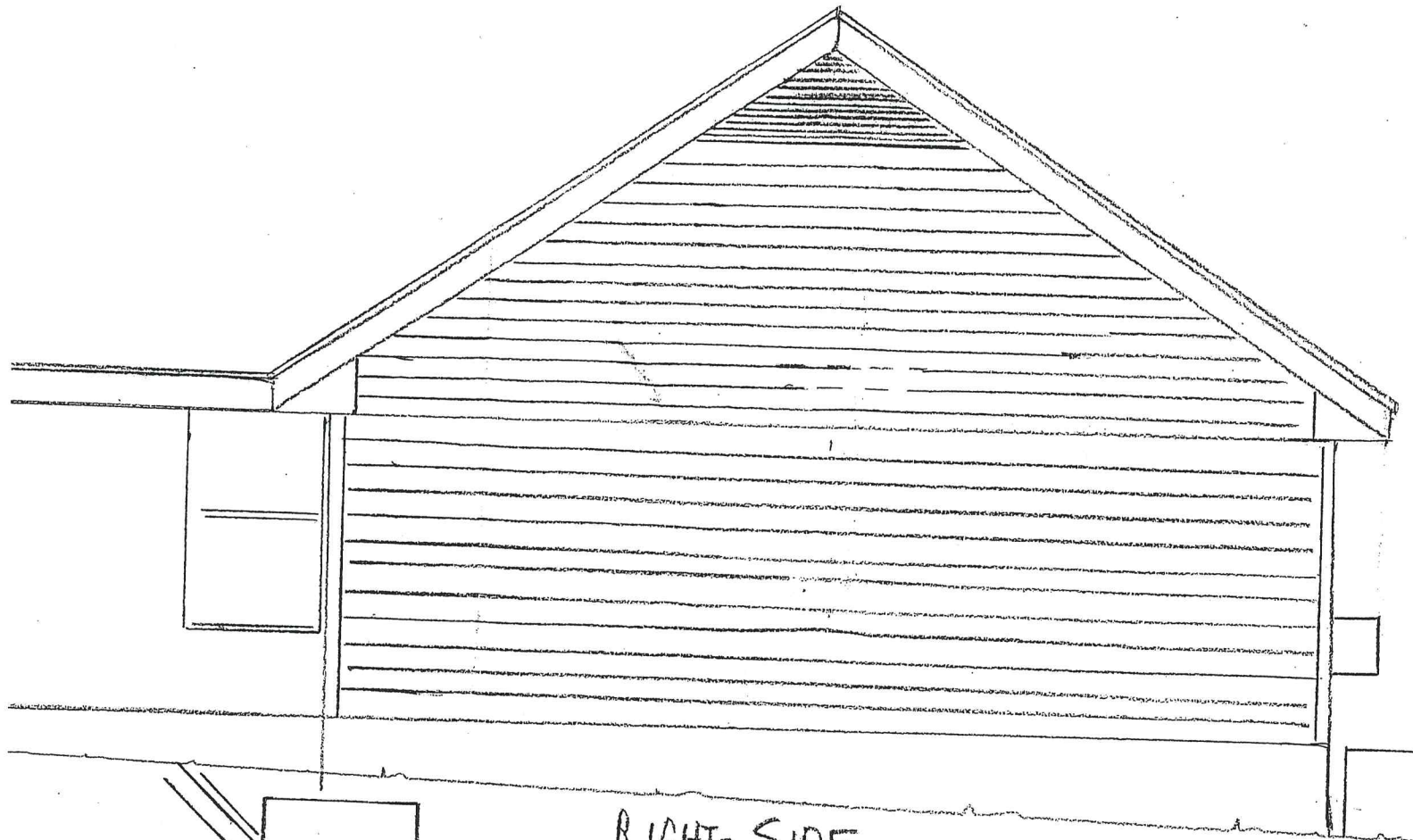
SCALE: 1/4" = 1'-0"

RECEIVED

AUG 14 2012

City of Temple
Planning & Development

RIGHT-SIDE PROPER



RIGHT-SIDE



RECEIVED
AUG 14 2012
City of Temple
Planning & Development

FRONT VIEW

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 17, 2012**

ACTION ITEMS

Item 3: Z-FY-13-01: Hold a public hearing to discuss and recommend action on permanent zoning from Agricultural District (AG) to Planned Development-Single Family One District (PD-SF-1) at 305 Ben Nevis Lane, located on Lot 4, Block 1, The Highlands Phase 1.

Ms. Tammy Lyerly, Senior Planner, stated after P&Z this item would go to City Council on January 3, 2013 for first reading and January 17, 2013 for second reading.

The property is zoned Agricultural (AG) and the request is for a Planned Development Single Family-One (PD-SF-1) district. The applicant's request is to establish a permanent single family residential zoning district to allow a reduced side yard setback at their south property line. A Planned Development is a special, customized zoning district with a base zoning district of SF-1 and all PDs require a site plan.

The plat was recorded in 1979 and the property was annexed by City of Temple in 1997.

Surrounding properties include single family residents to the south, undeveloped land to the east, and single family residents to the north and west.

Ms. Lyerly cites some of the allowed and prohibited uses in a SF-1 base zoning and clarifies that Industrialized housing is not a manufactured home or mobile home.

Development Standards for SF-1 District permits single-family detached residences and related accessory structures and provides standard single-family lots and should serve as a transition between larger and smaller lot single family districts.

Ms. Lyerly cites the dimensional standards for SF-1:

Minimum Lot size: 7,500 square feet

Minimum Lot width: 60 feet

Minimum Lot depth: 100 feet

Front Yard setback: 25 feet

Side Yard setback (interior): 10% of Lot width with 6 feet (minimum) and 7.5 feet (maximum)

Side Yard setback (corner yard): 15 feet

Rear Yard setback: 10 feet

The subject property is a bit different since it was platted prior to annexation. The plat was created and recorded without any zoning standards applied. AG zoning district has a minimum front yard setback of 50 feet and the recorded plat has a front yard setback of 25 feet. The requested SF-1 base zoning agrees with the recorded plat of the 25 foot setback.

In this case, a zone change to SF-1 district would require the applicant's property to observe a seven and a half foot setback on both sides. The PD proposal is to agree with the side yard

setback shown on the site plan for the required development. Site plan is shown to the Commission.

The expansion of the existing house would go out towards the south property line and would leave a minimum setback of five feet six inches which would be the closest to the south property line. This is an expansion of the house and not a separation and would match the materials of the existing house. In SF-1 accessory structures are allowed but if it is not attached to the home a ten foot separation is required.

The Future Land Use and Character Map designate this area as Suburban-Residential and the SF-1 base zoning complies with this designation. Public utilities are available to serve the area and the property has a septic system.

The Thoroughfare Plan shows Ben Nevis as a local street which is appropriate for residential development.

Thirteen notices were mailed out and four were received in agreement and three in opposition. Last minute responses were copied for the Commission.

Staff recommends approval of the zone change request from Agricultural (AG) district to Planned Development Single Family-One district subject to the site plan and following reasons:

The request complies with the Future Land Use and Character Map, the Thoroughfare Plan, and public and private facilities are available to the property.

Commissioner Talley asked if the room could be used for a business in any manner whatsoever and Ms. Lyerly stated a residential property can have a home occupation, but the regulations for a home occupation are very strict: the individuals living in the home are the only ones allowed to conduct the business, no traffic is allowed to come to the home, no sales may be made from the home; however, the product can be made in the home but must be sold somewhere outside of the home, and no advertising is allowed on the property.

Chair Staats opened the public hearing.

(by direction the following transcription is verbatim)

Mr. Steven Haire, 312 St. Andrews Place, Temple, Texas: If you look at the map right there, I live right at the intersection of Ben Nevis and St. Andrews. That's my, right where that pointer is right now. I actually look right at the side of this house. My house, when you sit in my dining room or my kitchen, you are looking at the side of this house, his fence, the trees, things like that. So, I really have an interest in that.

I canvassed my neighborhood and I understand that I asked everyone to send in their letters and asked everyone to make the meeting, if possible. Most of them couldn't make the meetings. There's actually four in disagreement because I'm here to disagree. So, I didn't send a letter in because I knew I was coming.

I have a few things to say about it. First of all, I'm going to disagree with the Staff in the Future Lane Use Plan. The Future Land Use Plan calls for this to be a rural type area, talks about open space, big lots, things like that. We came in to the City as a, let me make a statement right quick. Everything I say is my personal opinion. If I say something that is out of a Code or

something, it is your responsibility, the City Attorney is present, I don't want to get sued. I know how that goes.

But anyway, beyond that, and I expect you to go look it up, if you don't know, look it up. Your Future Land Use Plan calls for big lots, things like that. When I moved to this neighborhood that's what attracted us there. My wife wanted to live there. I was so sick I couldn't even get up and go see the house. She wanted to buy the house and I guess you know how that goes.

I talked to all my neighbors and I tried to talk to everyone involved. And I actually talked to the corner lot which is Joel Weatherford and he was against it. I told him to send his letter in and I didn't realize at the time he wasn't in the circle so he didn't get a letter. But anyway, you can call him if you'd like or you can take my word for it or you can disregard it. I talked to everyone else, now my next door neighbor which would be on that same side towards 2305 W. Adams, talked to him he is definitely against it and I hope that's one of his letters that got there. That's Mike, he owns the store there down at the corner. And then my house, my next door neighbor is, that house has been for sale for about a year now. You can't sell it. I said it's for sale, it's vacant. They can't sell it, they haven't got it where they can sell it yet _____ for some time, the owners walked off and left it.

People drive up there all the time, stop at that house, they come over to my yard when I'm mowing or out in the yard and ask me, you know, how do I buy this house. And basically, I just tell them, you know, keep calling. I've had people ask me to call them when this house goes for sale. And the reason they're interested in it, and cause I'm curious, there's, you can move probably less than a half a mile away you can buy a brand new house with a five to six foot setback, side yard setback, brand new for the same price or less than you can buy these houses in this neighborhood. The reason this neighborhood holds that value is because, and everyone I've talked to is, big lots, wide open spaces, the country living. One of the people that actually came in and talked, that I went to talk to, and he wasn't interested in talking, he said that they liked it because it was country when they moved out there. Well, it's not country, it's not exactly country anymore, there's houses all around us. So basically, it doesn't meet the Future Land Use Plan. The Future Land Use Plan is put in place to give you, I guess you've heard of fair, your best, highest and best use of property. That's what your Future Land Use Plan does. It basically sets out what you do with this property. If you want to go out and you want to put in a bunch of single family small lot, that sort of thing, you need to go in there and you need to change the Future Land Use Plan, put your lots in, and then get zoning, and then do your subdivision plan, then go ahead and do it. Basically, the, move on to the next so I contend it doesn't meet that Plan. They were talking about a five to six foot lot. Five foot is the minimum you can have without a firewall for residential. It will kill your ISO (?) rating with the state, or the, your insurance rating I guess you could say for people who don't know what I _____. But anyway, the, so, it doesn't meet that at all.

As far as the lot sizes, the Ordinance allows your lot sizes to be grandfathered. When you bring a lot in, our lots are half an acre or an acre for AG, but your lot size is grandfathered. It doesn't apply anymore. You've become a nonconforming use, not an illegal use, a nonconforming use and there's specific rules for that. Same thing on your front yard setbacks. You was talking about the 25 foot versus the 50 foot setback. Your setback line in the front yard is not like a side yard or rear yard setback. Basically, the law states out that that line is it. You can't move it, you can't back them up, you can't make them build or move your house back. So basically, you've got that. The only time you can do something about that is if you come in and the City wants to do some kind of overlay and for future use you can keep

building or repairing or doing things like that so that you can tear them out and build a bigger street. So you're really limited on what you can do with the front yard setbacks.

So basically what I'm saying is we meet that, under the AG we actually meet all the requirements. There are some houses there but that have setbacks that may not meet my setbacks on my house or similar to what his are. Mine's about 18 to 20 feet on one side and 17 feet on the other. My neighbor's are all similar, close to 15 feet. You know, that's what we're required.

So basically, my first contention is we don't meet, we're not meeting the Future Land Use Plan. If you put this in you might as well go down and buy the little house down the street or the bigger house down the street for the same money. So you're actually degrading the property values there by allowing this.

My next tenant is they want to go with Planned Development. If you read in your Ordinance, Planned Development lays out why you do Planned Development. Basically it says that when you do a Planned Development you go in and you design the streets, the drainage, it's for heat, light, and air, ventilation, and that sort of thing. So you go in and you design this to fit. You'll see a place once in a while where you do have a Planned Development on a business. The reason you have a Planned Development on a business is because you have traffic in and out, you have to worry about getting traffic in and out, parking, and things like that. So you do see a single, you don't ever see single family houses in the middle of a block zoned like this. This is just unheard of. I've never seen it before and I did Planning and Zoning for a long time. So basically what I'm saying is, it doesn't meet the criteria of your own Ordinance for a Planned Development. Your Ordinance starts out by saying that you shall not violate the intent of the Ordinance. The intent of this Ordinance is to have these open spaces, big yards, big setbacks, and that's where we are now. You're violating that Ordinance by going in and reducing it down to what wouldn't fit that deal. Now you can go back and if you want to do this you can go back and you can redo your Future Land Use Plan. And once you do that you can come back in and you can do what you want to with these houses. That's up to y'all. But you need to meet that Ordinance first. You need to read your Ordinance and make sure you're meeting that because it does meet it all.

The next item is they're doing one lot in a subdivision. We're basically a subdivision and we all should have equal rights. There's one, and actually they came up under this, this particular one went before the Board for a specific use permit or special permit whatever it's called here and I went to that meeting and basically the City, the owners actually told me that the City recommended they go to that Board and when he told me that I said that's illegal, why would they do that? And he said I don't know, it cost me seventy dollars. So I don't know why they sent him there or not. I think they should give him his seventy dollars back. They're really nice people, they're sitting right here. They're really nice people. I know they're not speaking to me and I've got a couple of other neighbors, I see one of my neighbors back here that's really mad at me and he's not speaking to me. I've got three of them that aren't speaking to me. But they're nice people and I don't hold that against them. They have a right to their opinion and they have a right to their say. The big thing is the City is not doing what they should do. This is spot zoning. You've gone in the middle of a neighborhood and you're giving this man this house a right to do something I can't do. You can't promise me that I can do it later because you may not be on this Board. So if I come back later and there's different members on this Board and I want to do this, there's no guarantee that I will be able to do it. You zone, your zoning Ordinance is set out to zone strips of land, large pieces of land, you go from behind my

house there's large lots, big setbacks, transitioned to our side, which is right now AG with big lots and big areas, big setbacks. The whole neighborhood's like that. There's very few houses in there that don't have the large setbacks. Then you've got a, the open area that's beyond that, then you have that, the, I'm not sure how it's zoned, it's the Windmill Farms Addition which has the real narrow setbacks, which is what they're asking for here. Basically, if you want that go buy Windmill Farms.

So I think you violate your Ordinances, you violate the intent of the Ordinance if nothing else because the intent of the Ordinance is to have the, meet the Future Land Use Plan, have the big open spaces, and you violate the intent of the Ordinance in going to one house and saying you can do this when nobody else can. So that's a direct violation. That's like saying, you know, you go sell beer on your lot but the guy next door can't. Well, your lot would be worth a lot of money if you can sell beer on it on the corner but if everybody else, if no one else around can. So basically it's spot zoning, it's illegal, it's like a farmer trying to write a contract _____ that you can't do.

I thank you for your time.

Mr. Rick Lewis, 305 Ben Nevis, Temple, Texas and I guess you know me already as the property owner. I have some problems. We did try to do a variance on this and Mr. Haire shot that down. We didn't have that many disagreements so I think there has been some misinformation put out there that wasn't put out to begin with. A case in point, we had a lady that changed her vote. Did we get that in?

Ms. Lyerly: Yes.

Mr. Lewis: Ok. Mrs. Mebane had changed her vote. I guess it is in your packet. So I would like for you to consider that. In addition, I know this is immaterial now that we have been annexed, but the deed restrictions originally when we bought the property back in 1986, showed five foot setbacks, side setbacks and we did not know this until Heffner Brothers Builders who built our original house, came in and we were going to add, do the addition and we found out once we applied for the permit that the five foot was no longer the deal. So that is basically all I have. I just thank you for your consideration and see where it goes from here.

Mr. Fayne Holloway, 401 St. Andrews Place, Temple, Texas: I am the neighbor that basically he is coming up to and I'm here to speak in his behalf because I have no problem with him doing what he is doing. Like Mr. Haire said, he's a very good neighbor and he keeps the best yard in the whole neighborhood as far as I'm concerned. His house with what he is adding on to is going to match what he's got there. He's not going to degrade the value of any property around there by doing this because it's actually going to maybe raise our taxes a little bit if he gets it done on his half and somebody else wants to do it it's going to raise taxes on everybody that gets to do it if they want to add on to.

Now I don't any of the zoning and all this as Mr. Haire speaks, but I do know that probably a lot of the people had been scared into believing that there is going to be traffic coming in to a business because some of the neighbors told me that's what the information they got from Mr. Haire. My understanding from Mr. Lewis and from what this zoning commission says, that won't be happening. This is their own private use, they're wanting a, I understand, a quilting room for him, for her, not him, so I'm all for it and that's all I really have to say about it is I'm for

it and he's a very good neighbor and I think if everybody understood exactly what he was doing over there, they would be for it.

Mr. Haire asked to response.

Again, I'm Steven Haire, 312 St. Andrews Place. I didn't tell anyone, period, that they were going to run a business. No one. Absolutely not. I actually stopped and talked to Mr. Holloway today to tell him exactly what I said. I told everyone that this could be a business if a realtor were going to sell a house and it's got a side piece on there like that, that the realtor, the first thing a realtor is going to say is that's a perfect place for an office.

What I told everyone was that I had heard from two different people that there, she might be teaching classes in there. I don't, and I told them, I don't know. Just like I told y'all, you know, this is speculation I don't what they're doing, go ask them. That's what I told all the people, go ask them. So I didn't say that and I wasn't trying to taint anyone's opinion by saying something that wasn't true or I didn't know. But I don't know what they're going to do with it. They didn't say anything in the other meeting about what they're going to do with it _____ in the air so now we know exactly it's on record what they're going to, so it's a moot point.

There being no further speakers, Chair Staats closed the public hearing.

Commissioner Talley asked about the intent of the Ordinance because Mr. Haire indicated the City was not living up to the intent of the Ordinance. Commissioner Talley stated the Staff has approved this and he would like to know more.

Ms. Lyerly stated Staff disagrees with Mr. Haire's theories or what he believes the land use map to be. Staff uses it as a guideline. Ms. Lyerly points out the area designated as Suburban-Residential and open space. When property is brought in with no zoning and undeveloped, that land will usually be zoned AG. Suburban Residential has already been established in the subject area by the plat in 1979. Ms. Lyerly stated Staff is following the land use plans since this fits, the base zoning of Single Family-One fits, the classification of Suburban-Residential and this subdivision is built out for the most part.

Ms. Lyerly stated this was not considered spot zoning. If the applicants wanted to put in a store and asked for nonresidential zoning, such as offices or retail, that would be considered spot zoning. What we have is someone already in an established single family residential neighborhood wanting to solidify their existence as a single family residence.

Mr. Haire wanted to respond and Chair Staats stated the public hearing was closed.

Vice-Chair Sears asked about the spacing on the other side of the house. Ms. Lyerly confirmed if fit the SF-1. The north side is 18 feet from the north property line, the back corner is 19.8 feet and exceeds the AG district and would exceed the SF-1 zoning.

Vice-Chair Sears made a motion to approve Item 3, Z-FY-13-01, and Commissioner Talley made a second.

Motion passed: (9:0)

ORDINANCE NO. 2012-4571

(PLANNING NO. Z-FY-13-01)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PERMANENT ZONING FROM AGRICULTURAL DISTRICT (AG) TO PLANNED DEVELOPMENT-SINGLE FAMILY ONE DISTRICT (PD-SF-1) LOCATED AT LOT 4, BLOCK 1, THE HIGHLANDS PHASE 1, ALSO KNOWN AS 305 BEN NEVIS LANE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a permanent zoning from Agricultural District (AG) to Planned Development-Single Family One District (PD-SF-1) located at Lot 4, Block 1, The Highlands Phase 1, also known as 305 Ben Nevis Lane, more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

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 or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 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 **3rd** day of **January**, 2013.

PASSED AND APPROVED on Second Reading on the **17th** day of **January**, 2013.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson

Jonathan Graham

City Secretary

City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/13
Item #3(H)
Consent Agenda
Page 1 of 4

DEPT. /DIVISION SUBMISSION & REVIEW:

Autumn Speer, Director of Planning and Development

ITEM DESCRIPTION: SECOND READING - Z-FY-13-02: Consider adopting an ordinance authorizing a Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign at 3010 S. General Bruce Drive.

P&Z COMMISSION RECOMMENDATION: At its December 17, 2012 meeting, the Planning and Zoning Commission voted 9/0 in accordance with staff recommendation to recommend approval of the Conditional Use Permit to allow for decreased spacing between off-premise signs.

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

Staff recommends approval of the requested Conditional Use Permit. Based on current City spacing requirements of 1,500' this area - approximately 1.9 miles from H.K. Dodgen Loop to Airport Rd. - should not exceed 6-7 billboards on each side if an average spacing were calculated. The existing west side (of this area) of I-35 currently has six off-premise signs and the east side of I-35 has seven off-premise signs. The proposed sign location would place a new sign 650' from the closest off-premise sign to the south and approximately 1,650' from the closest off-premise sign to the north. The addition of one off-premise sign in this location will not significantly diminish the spirit of the ordinance and will add no new signs to this area. Any additional future requests in this immediate area will not receive favorable staff recommendations.

Council may add conditions to the Conditional Use Permit such as:

- Increased setbacks;
- Specific locations on site;
- Reduced height; and
- Specific pole type and materials

ITEM SUMMARY: The UDC limits the number of off-premise signs to the number of signs in existence on March 7, 2002. The UDC provides standards for the erection of replacement signs and for sign relocations necessitated by Texas Department of Transportation (TxDOT) road improvement projects. Specifically Section 7.5.11L of the Unified Development Code (UDC) states,

*If a sign located within the proposed public street right-of-way of a state highway is to be relocated to accommodate a regulated highway project and the Texas Department of Transportation issues a permit for relocation of the sign, the Director of Construction Safety **may** also issue a Sign Permit if the sign meets all current City standards, except that the relocated sign:*

1. *Does not require payment of a permit fee;*
2. *May be erected a minimum of five feet from any highway right-of-way line;*
3. *May be constructed with the same number of poles and same type of materials as the existing sign; and*
4. *May be erected without enlarging the sign face.*

The I-35 expansion project and the subsequent TxDOT right-of-way acquisition have resulted in the displacement of numerous billboards. Lamar Advertising, the applicant, currently has a billboard located at 2914 South General Bruce Drive that will be affected by TxDOT right-of-way acquisition. The applicant is proposing relocating the sign 254' to the south to 3010 S. General Bruce Drive.

Section 7.5.11B of the UDC permits the erection of signs only in Commercial, Light Industrial, and Heavy Industrial districts on property fronting on I-35 and on HK Dodgen Loop. The area proposed for relocation is zoned Light Industrial in compliance with this requirement. Section 7.5.11B further establishes requirements for spacing, area, height, and setbacks of new off-premise signs on I-35. The proposed sign will comply with all area and height standards established in this section and with setback and material standards governing TxDOT initiated relocations. The proposal is for the relocation of a 14' x 48' (area) metal, monopole sign setback 17' from the right-of-way (after expansion is complete). The height of the new sign will be no taller than 42.5'.

City staff has maintained the position that if an existing off-premise sign on I-35 must be relocated because of the I-35 expansion, City staff will approve the sign relocation on the same site. If the existing zoning is not correct the City will consider processing a zoning change to allow compliance or a Planned Development if the straight zoning is not a positive option for the City. If the sign cannot be relocated on the same site, the City will consider an alternate location on I-35 if: the correct zoning is in place (Commercial, Light Industrial and Heavy Industrial); the spacing requirements can be met (1,500 feet of another off-premise sign); and dimensional standards are met (total area per face of 672 square feet or less and no more than 42.5' tall). On September 20, 2012, City Council amended the UDC to include a requirement that an applicant obtain a Conditional Use Permit when any of the criteria above cannot be met. Although the proposed sign complies with dimensional and zoning requirements, the proposed location will not be compliant with spacing requirements. The proposed sign will be erected approximately 650' to an existing sign south of the proposed location.

The Conditional Use Permit is required because the 1,500' spacing requirement between off-premise signs is not met. All other requirements have been satisfied.

Current Location
2914 South General Bruce Drive

Proposed Location
3010 S. General Bruce Drive



W/S IH 35, .5miles North Of Loop 363 south



I-35 Corridor - approximate distance between existing and proposed sign locations

PUBLIC NOTICE: Three notices of the Planning and Zoning Commission public hearing were sent to surrounding property owners. As of Wednesday, December 12, 2012 at 12:00 PM, no notices had been returned either in favor or in opposition to the proposed Conditional Use Permit. The newspaper printed notice of the Planning and Zoning Commission public hearing on December 6, 2012, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

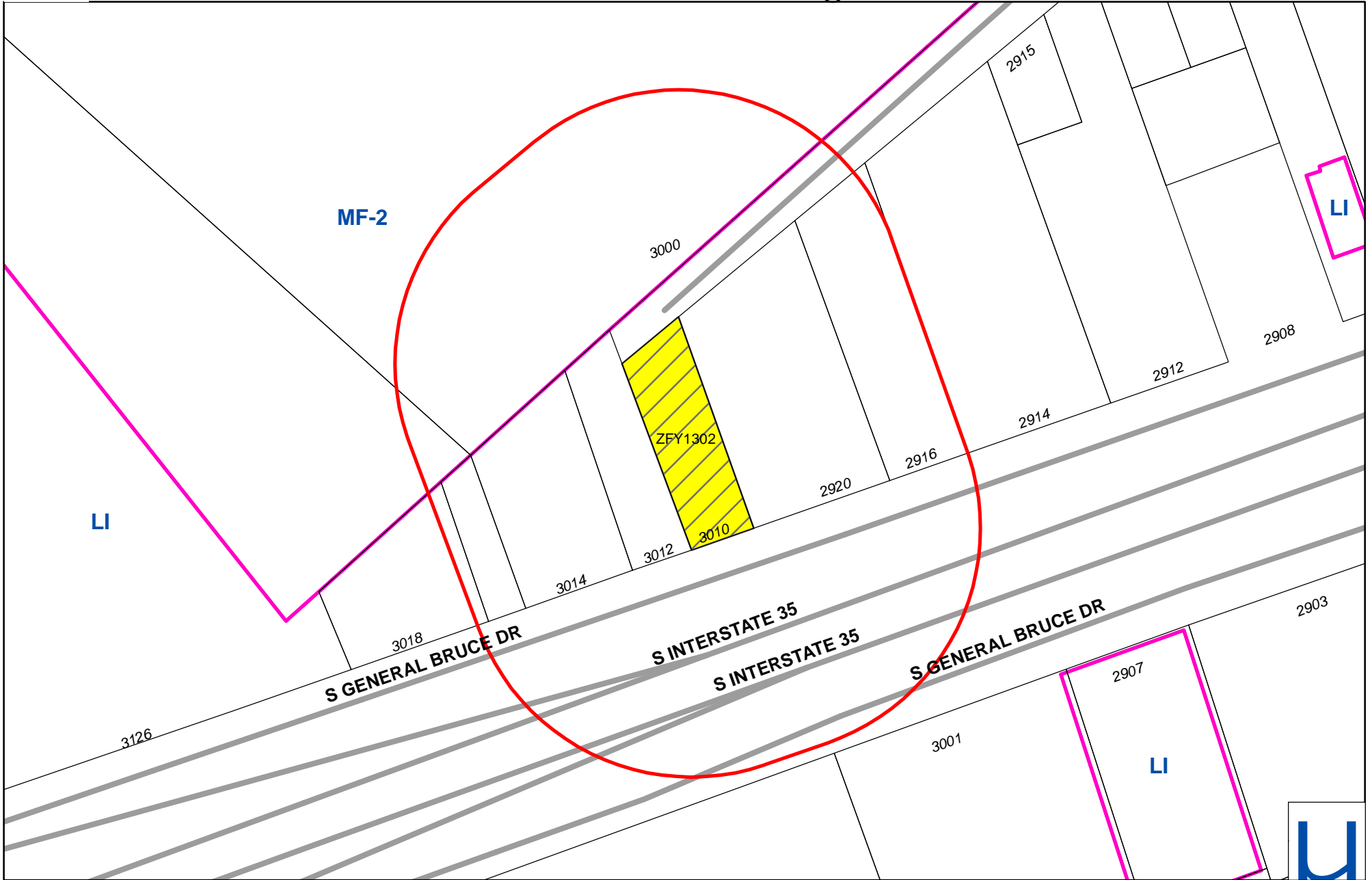
[Aerial and Notification Map](#)
[P&Z Excerpts](#)
[Ordinance](#)



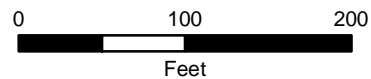
Z-FY-13-02

Conditional Use Permit for Off-Premise Sign

3010 South
General Bruce Drive



 Case
  Buffer_200
  Zoning



City of Temple
Planning Department
bzendt

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.

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 17, 2012**

ACTION ITEMS

Item 4: Z-FY-13-02: Hold a public hearing to discuss and recommend action on a Conditional Use Permit to allow an off-premise sign (billboard) on the NW part of Lot 1, Block 1, Hillside Addition, located at 3010 South General Bruce Drive. (Applicant: Lamar Advertising).

Ms. Beverly Zendt, Assistant Planning Director, stated this was for a Conditional Use Permit (CUP) for an off-premise sign that is not compliant with spacing requirements of 1,500 feet. The proposed location to the new sign is 3010 S. General Bruce Drive. This item will go to City Council for final approval on January 3, 2013.

The standards of the Unified Development Code (UDC), specifically Section 7.5.11, address off-premise signs. Ms. Zendt indicated that the chief applicable provisions are found in Sections 7.5.11B-D and 7.5.11L. Section 7.5.11B-D sets out basic standards for new signs and replacement signs and provides dimensional requirements, minimum spacing, setback requirements, appropriate zoning districts, maximum area for sign face, etc. The number of signs in the City is limited to the number that was in place on March 7, 2002. Section 7.5.11L provides specific standards related to signs that are displaced due to a TxDOT project, in this case the I-35 expansion.

This section of the Ordinance states that all signs must comply with the earlier standards established and also states that relocated signs must also meet those standards but do not require a permit fee, may be erected five feet from the right-of-way and may keep the same number of poles and same materials as the existing sign, and may be erected without enlarging the sign face. These are standards specific to signs affected by TxDOT improvement projects. All the signs that do not meet these requirements must get a CUP.

The subject sign is currently located at 2914 S. General Bruce Drive. This location will be affected by the TxDOT expansion project. The applicant proposes to relocate the sign to 3010 S. General Bruce Drive which is approximately 254 feet away from the existing site.

Materials standards, dimensional standards, zoning requirements and setbacks have been met for the proposed sign. The only standard not met is the spacing requirements. The proposed sign would be 620 feet away to the nearest existing sign to the south. There is a 1,650 buffer to the north.

Surrounding properties include Lone Star Drywall to the south and Southern Fastening Systems to the north.

Six notices were mailed out and zero were received in favor or in opposition.

Staff recommends approval of this CUP.

Chair Staats opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Martin made a motion to approve Item 4, Z-FY-13-02, and Commissioner Rhoads made a second.

Motion passed: (9:0)

ORDINANCE NO. 2012-4572

[Z-FY-13-02]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW AN OFF-PREMISE SIGN RELOCATION CLOSER THAN 1,500 FEET FROM ANOTHER OFF-PREMISE SIGN AT 3010 SOUTH GENERAL BRUCE DRIVE; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the Unified Development Code of the City of Temple, Texas, provides for the issuance of conditional use permits under certain conditions and authorizes the City Council to impose such developmental standards and safeguards as the conditions and locations indicate to be important to the welfare or protection of adjacent property and for the protection of adjacent property from excessive noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions, and for the establishment of conditions of operation, time limits, location, arrangement and construction for any use for which a permit is authorized; and

WHEREAS, the Planning and Zoning Commission of the City of Temple, Texas, after due consideration of the conditions, operation and location of 3010 South General Bruce Drive, recommends that the City Council approve the application for this Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign.

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

Part 1: The City Council approves a Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign at 3010 South General Bruce Drive, more fully shown on Exhibit A, attached hereto and made a part of for all purposes.

Part 2: The owner/applicant, his employees, lessees, agents or representatives, hereinafter called "permittee" shall comply with the following developmental standards and conditions of operation:

- (A) The permittee must demonstrate that the granting of the permit would not be detrimental to the public welfare of the citizens of the City.
- (B) The City Council may cancel, suspend, deny or revoke this CUP, in accordance with the revocation clause set forth in Section 7-608 of the Zoning Ordinance.

- (C) The CUP runs with the property. Changes in the owner or lessee of a permitted establishment do not affect the permit.
- (D) The CUP may be canceled, suspended or revoked in accordance with the revocation clause set forth in Section 7-608 of the Zoning Ordinance.

Part 3: The Director of Planning is hereby directed to make the necessary changes to the City Zoning Map accordingly.

Part 4: The declarations, determinations and findings declared, made and found in the preamble of this ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

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

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

Part 7: It is hereby officially found and determined that the meeting at which this Ordinance 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 **3rd** day of **January**, 2013.

PASSED AND APPROVED on Second Reading on the **17th** day of **January**, 2013.

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

01/17/13
Item #3(I)
Consent Agenda
Page 1 of 4

DEPT. / DIVISION SUBMISSION & REVIEW:

Autumn Speer – Director, Planning and Development

ITEM DESCRIPTION: SECOND READING - Z-FY-13-03: Consider adopting an ordinance authorizing a Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign at 2502 N. General Bruce Drive.

PLANNING & ZONING COMMISSION RECOMMENDATION: At its December 17, 2012 meeting, the Planning and Zoning Commission voted 9 / 0 in accordance with staff recommendation to recommend approval of the Conditional Use Permit to allow for decreased spacing between off-premise signs.

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

Staff recommends approval of the requested Conditional Use Permit. Based on current City spacing requirements of 1,500 feet, this area - approximately 3.16 miles, from S. 53rd Street to Industrial Blvd. - should not exceed 12 billboards on each side if an average spacing were calculated. The existing west side of I-35 currently has twelve off-premise signs, which includes the sign under consideration. The east side of the interstate has eight off-premise signs. The proposed sign location would place a new sign 1,200 feet from the closest off-premise sign to the south and approximately 1,625 feet from the closest off-premise sign to the north. The addition of one off-premise sign in this location will not significantly diminish the spirit of the ordinance and will add no new signs to this area. Any additional future requests in this immediate area will not receive favorable staff recommendations.

Council may add conditions to the Conditional Use Permit such as:

- Increased setbacks;
- Specific locations on site;
- Reduced height; and
- Specific pole type and materials.

ITEM SUMMARY: The UDC limits the number of off-premise signs to the number of signs in existence on March 7, 2002. The UDC provides standards for the erection of replacement signs and for sign relocations necessitated by Texas Department of Transportation (TxDOT) road improvement projects. Specifically Section 7.5.11L of the Unified Development Code (UDC) states,

*If a sign located within the proposed public street right-of-way of a state highway is to be relocated to accommodate a regulated highway project and the Texas Department of Transportation issues a permit for relocation of the sign, the Director of Construction Safety **may** also issue a Sign Permit if the sign meets all current City standards, except that the relocated sign:*

- 1. Does not require payment of a permit fee;*
- 2. May be erected a minimum of five feet from any highway right-of-way line;*
- 3. May be constructed with the same number of poles and same type of materials as the existing sign; and*
- 4. May be erected without enlarging the sign face.*

The I-35 expansion project and the subsequent TxDOT right of way acquisition have resulted in the displacement of numerous billboards. Lamar Advertising, the applicant, currently has a billboard located at 2810 South General Bruce Drive that will be affected by the TxDOT right-of way acquisition. The applicant is proposing relocating the sign approximately 2.86 miles to the north to 2502 North General Bruce Drive. Both locations are on the west side of I-35. It should be noted that the measurement is taken along the highway corridor alignment and not a straight line as the figure depicts.

Section 7.5.11B of the UDC permits the erection of signs only in Commercial, Light Industrial, and Heavy Industrial districts on property fronting on I-35 and on HK Dodgen Loop. The area proposed for relocation is zoned Light Industrial in compliance with this requirement. Section 7.5.11B further establishes requirements for spacing, area, height, and setbacks of new off-premise signs on I-35. The proposed sign will comply with all area and height standards established in this section and with setback and material standards governing TxDOT initiated relocations. The proposal is for the relocation of a 14' x 48' (area) metal, twin I-beam sign, setback 20 feet from the right-of-way (after expansion is complete). The relocated sign will be constructed with the same type of materials as the existing sign but will replace the two poles with a monopole. The height of the new sign will be no taller than 42.5'.

City staff has maintained the position that if an existing off-premise sign on I-35 must be relocated because of the I-35 expansion, City staff will approve the sign relocation on the same site. If the existing zoning is not correct the City will consider processing a zoning change to allow compliance or a Planned Development if the straight zoning is not a positive option for the City. If the sign cannot be relocated on the same site the City will consider an alternate location on I-35 if: the correct zoning is in place (Commercial, Light Industrial and Heavy Industrial); the spacing requirements can be met (1,500 feet of another off-premise sign); and dimensional standards are met (total area per face of 672 square feet or less and no more than 42.5' tall). On September 20, 2012, City Council amended the UDC to include a requirement that an applicant obtain a Conditional Use Permit when any of the

criteria above cannot be met. Although the proposed sign complies with dimensional and zoning requirements, the proposed location will not be compliant with spacing requirements. The proposed sign will be erected approximately 1200 feet north of an existing off-premise sign.

The Conditional Use Permit is required because the 1,500-foot spacing requirement between off-premise signs is not met. All other requirements have been satisfied.

Current Location - 2810 S. General Bruce Dr.

Proposed Location – 2502 N. General Bruce Dr.



I-35 Corridor (approximate distance between existing and proposed locations)

PUBLIC NOTICE: Three notices of the Planning and Zoning Commission public hearing were sent to surrounding property owners. As of Wednesday, December 12, 2012 at 12:00 PM, 2 notices had been returned. Two notices have been returned in favor. The newspaper printed notice of the Planning and Zoning Commission public hearing on December 6, 2012, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

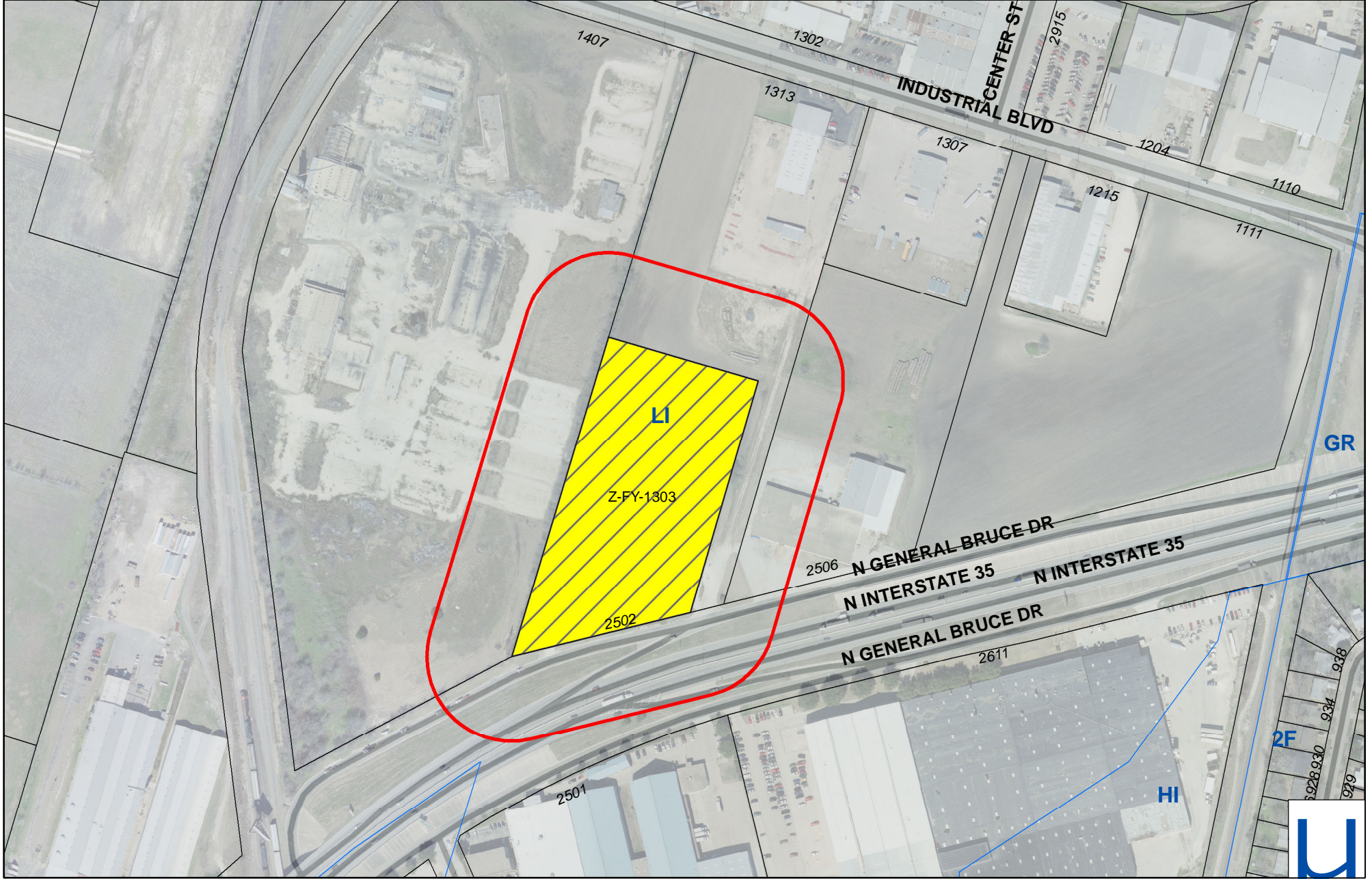
[Aerial and Notification Map](#)
[Adjacent Property Owner Letters](#)
[P&Z Excerpts](#)
[Ordinance](#)



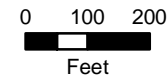
Z-FY-13-03

Conditional Use Permit Request Lamar Billboard

2502 North
General Bruce Drive



 Case
  Buffer_200
  Zoning
 1234 Address



bzendt
 City of Temple
 Planning Department
 11-26-12

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.



RESPONSE TO PROPOSED
CONDITIONAL USE PERMIT
CITY OF TEMPLE

Cloud Construction Company Inc.
P.O. Box 667
Temple, Texas 76503

RECEIVED

DEC 07 2012

Zoning Application Number: Z-FY-13-03

Project Manager: Beverly Zandt

Location: 2502 North General Bruce Drive

A request for a Conditional Use Permit has been submitted to the City of Temple. The area proposed for a Conditional Use Permit is shown in hatched marking on the attached map. The Conditional Use Permit will allow relocation of an existing off-premise sign (billboard). Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the proposed Conditional Use Permit for the property described on the attached notice, and provide any additional comments you may have.

I recommend approval () denial of this request.

Comments:

Perry Cloud
(Signature)

Perry Cloud
(Print Name
PRESIDENT)

Please mail or hand-deliver this comment form to the address shown below, no later than December 17, 2012.

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76501

RECEIVED
DEC 11 2012
City of Temple
Planning & Development

Number of Notices Mailed: 3

Date Mailed: December 6, 2012



**RESPONSE TO PROPOSED
CONDITIONAL USE PERMIT
CITY OF TEMPLE**

H. Wayne & Barbara Chupik
2413 Spring Lane, Unit A
Austin, Texas 78703

Zoning Application Number: Z-FY-13-03

Project Manager: Beverly Zendt

Location: 2502 North General Bruce Drive

A request for a Conditional Use Permit has been submitted to the City of Temple. The area proposed for a Conditional Use Permit is shown in hatched marking on the attached map. The Conditional Use Permit will allow relocation of an existing off-premise sign (billboard). Because you own property within 200 feet of the requested change, your opinions are welcomed. Please use this form to indicate whether you are in favor of the proposed Conditional Use Permit for the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval denial of this request.

Comments:

WE ARE NOT IN FAVOR OF THIS PROPOSED
CONDITIONAL USE PERMIT
* PLEASE READ ATTACHED COMMENTS

H. Wayne Chupik
Barbara Chupik
(Signature)

BARBARA & Wayne
(Print Name CHUPIK)

Please mail or hand-deliver this comment form to the address shown below, no later than December 17, 2012.

City of Temple
Planning Department
Room 201
Municipal Building
Temple, Texas 76701

Number of Notices Mailed: 3

Date Mailed: December 6, 2012

**RESPONSE TO PROPOSED
CONDITIONAL USE PERMIT
CITY OF TEMPLE**

Zoning Application Number: Z-FY-13-03

Location : 2502 North General Bruce Drive

Project Manager: Beverly Zendt

COMMENTS cont'd

Our response would have been easier if more specific information had been provided; such as EXACT LOCATION and SIZE of Billboard, on proposed property.

The property we own is within Buffer Zone of "case" property, to the EAST on I-35 frontage road (2506 North General Bruce Drive)

We contend that Billboard/signage makes any adjacent properties LESS DESIRABLE and will affect the value of our property ADVERSELY.
It looks as though the other 2 properties involved will not have the same exposure as ours.

There is a good reason the City of Temple does not allow any NEW Billboards we concur!!

Sorry that we cannot be present to comment on this Conditional Use Permit, personally, but would appreciate your consideration of our comments in your deliberations.

Regards,

H Wayne & Barbara Chupik
2413 Spring Lane, Unit A
Austin, Tx 78703
512-334-9198

12/12/12

Mark Baker

From: Autumn Speer
Sent: Monday, December 17, 2012 10:39 AM
To: Beverly Zendt; Mark Baker
Subject: FW: Today's meeting agendas

FYI

Autumn Speer
Director of Community Services
City of Temple
254.298.5668

-----Original Message-----

From: Randy Chupik [<mailto:randy@chupik.com>]
Sent: Monday, December 17, 2012 10:13 AM
To: Autumn Speer
Subject: Today's meeting agendas

Autumn,
I am contacting you on behalf of my parents H. Wayne and Barbara Chupik who own property next to the Fikes/Lamar conditional use permit sign relocation item on tonights agenda. Originally my family was opposed to this approval but now that we have reviewed all the information and understand the situation, we are not opposed to the approval. Let me know if you need anything else from us. You may retract the form and letter that we sent last week to Beverly Zendt.

Thank you,

Randy Chupik
chupik.com/
512-577-2510

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 17, 2012**

ACTION ITEMS

Item 5: Z-FY-13-03: Hold a public hearing to discuss and recommend action on a Conditional Use Permit to allow an off-premise sign (billboard) on 5.71 acres, part of the Nancy S. Ferguson Survey, Abstract No. 222, City of Temple, Bell County, Texas, located at 2502 North General Bruce Drive. (Applicant: Lamar Advertising).

Mr. Mark Baker, Planner, introduced himself to the public.

Mr. Baker stated this was a request for a CUP to allow the relocation of an off-premise sign closer than 1,500 feet which is the required spacing. This item would go to City Council on January 3, 2013.

As described in the previous item, this sign is being moved due to the TxDOT acquisition and expansion of I-35.

The standards of the Unified Development Code (UDC), specifically Section 7.5.11, addresses off-premise signs. Section 7.5.11B-D sets out basic standards for new signs, replacement signs, gives dimensional requirements, minimum spacing, indicates appropriate zoning districts, maximum area for sign face, etc. The signs must be set 20 feet away from the right-of-way and the number of signs in the City is limited to the number that was in place on March 7, 2002. Section 7.5.11L provides specific standards related to signs that are displaced due to a TxDOT project, in this case the I-35 expansion. All signs that do not meet these standards must have a CUP.

The existing sign is located at 2810 S. General Bruce Drive and proposed to be relocated at 2502 N. General Bruce, a distance of approximately 2.86 miles. The only standard not met is the 1,500 spacing requirement. The relocated sign would be located on the west side of I-35 approximately 1,200 feet of an existing off-premise sign to the south and 1,625 to an existing sign to the north.

Three notices were mailed out and two were received in favor and one in opposition. Staff received an email from property owner's son this morning stating he was now in agreement with the CUP. Staff provided the Commissioners with a copy of this email.

The relocation would not increase or decrease the number of signs and Staff recommends approval of the CUP.

Chair Staats opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Rhoads made a motion to approve Item 5, Z-FY-13-03, and Commissioner Talley made a second.

Motion passed: (9:0)

ORDINANCE NO. 2013-4573

[Z-FY-13-03]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW AN OFF-PREMISE SIGN RELOCATION CLOSER THAN 1,500 FEET FROM ANOTHER OFF-PREMISE SIGN AT 2502 NORTH GENERAL BRUCE DRIVE; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the Unified Development Code of the City of Temple, Texas, provides for the issuance of conditional use permits under certain conditions and authorizes the City Council to impose such developmental standards and safeguards as the conditions and locations indicate to be important to the welfare or protection of adjacent property and for the protection of adjacent property from excessive noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions, and for the establishment of conditions of operation, time limits, location, arrangement and construction for any use for which a permit is authorized; and

WHEREAS, the Planning and Zoning Commission of the City of Temple, Texas, after due consideration of the conditions, operation and location of 2502 North General Bruce Drive, recommends that the City Council approve the application for this Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign.

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

Part 1: The City Council approves a Conditional Use Permit to allow an off-premise sign relocation closer than 1,500 feet from another off-premise sign at 2502 North General Bruce Drive, more fully shown on Exhibit A, attached hereto and made a part of for all purposes.

Part 2: The owner/applicant, his employees, lessees, agents or representatives, hereinafter called "permittee" shall comply with the following developmental standards and conditions of operation:

- (A) The permittee must demonstrate that the granting of the permit would not be detrimental to the public welfare of the citizens of the City.
- (B) The City Council may cancel, suspend, deny or revoke this CUP, in accordance with the revocation clause set forth in Section 7-608 of the Zoning Ordinance.

- (C) The CUP runs with the property. Changes in the owner or lessee of a permitted establishment do not affect the permit.
- (D) The CUP may be canceled, suspended or revoked in accordance with the revocation clause set forth in Section 7-608 of the Zoning Ordinance.

Part 3: The Director of Planning is hereby directed to make the necessary changes to the City Zoning Map accordingly.

Part 4: The declarations, determinations and findings declared, made and found in the preamble of this ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

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

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

Part 7: It is hereby officially found and determined that the meeting at which this Ordinance 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 **3rd** day of **January**, 2013.

PASSED AND APPROVED on Second Reading on the **17th** day of **January**, 2013.

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

01/17/13
Item #3(J)
Consent Agenda
Page 1 of 6

DEPT./DIVISION SUBMISSION & REVIEW:

Autumn Speer, Director of Planning and Development

ITEM DESCRIPTION: SECOND READING - Z-FY-13-04: Consider adopting an ordinance authorizing a zone change from Agricultural District (AG) to Single Family Three District (SF-3) on 64.073 ± acres and Office Two District (O-2) on 9.665 ± acres, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located on the west side of Old Waco Road, adjacent to Westwood Estates and Hills of Westwood, south of Jupiter Drive.

P&Z COMMISSION RECOMMENDATION: At its meeting on December 17, 2012, the Planning and Zoning Commission voted 9/0 to recommend approval of the applicant's zone change request to SF-3 on 64.073 ± acres and Office Two District (O-2) on 9.665 ± acres, as described in the item description.

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

Staff recommends approval of the requested zone change to SF-3 District for the following reasons:

1. The request does not comply with the Future Land Use and Character Map, but is consistent with the adjacent SF-3 District in the Hills of Westwood development;
2. The request complies with the Thoroughfare Plan; and
3. Public facilities will be available to subject property.





Staff recommends approval of the requested zone change to O-2 District for the following reasons:

1. The request complies with the Future Land Use and Character Map;
2. The request complies with the Thoroughfare Plan; and
3. Public facilities will be available to subject property.

ITEM SUMMARY: The applicant's request involves dividing this property, currently zoned Agricultural District (AG), into two zoning districts. The applicant's requested zone change to Single Family Three District (SF-3) would allow development of single family dwellings within the interior of the subject property. The applicant's requested zone change to Office Two District (O-2) would allow development of office related uses only along the property's frontage on Old Waco Road.

SURROUNDING PROPERTY AND USES: The following table shows the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	AG	Agricultural and Undeveloped Land	 
			

Direction	Zoning	Current Land Use	Photo
North	AG	Agricultural and Rural Residential	 <p data-bbox="1052 548 1256 579">Old Waco Road</p>
South	AG	Undeveloped Land and Rural Residential	
			
East	AG	Agricultural and Rural Residential	

Direction	Zoning	Current Land Use	Photo
West	SF3	Undeveloped Land and Single Family Residential	

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

Document	Policy, Goal, Objective or Map	Site Conditions	Compliance
CP	Map 3.1 - Future Land Use and Character (FLUP)	The east half of the subject property along Old Waco Road is identified as Suburban Commercial. The applicant's requested O-2 District is in compliance. The west half of the property is identified as Suburban Residential. The applicant's requested SF-3 District is more characteristic of urban densities, and does not comply with the low-density characteristics of Suburban Residential. But, the requested SF-3 would be a continuation of the adjacent SF-3 District to the west in the Hills of Westwood development.	Y (partly)
CP	Map 5.2 - Thoroughfare Plan	The property fronts Old Waco Road, which is identified as a Major Arterial. The requested office uses are appropriate along major arterials.	Y
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	A 14-inch water line runs along the south property line. A 4-inch water line runs along the east property line along Old Waco Road. There are no sewer lines on the subject property, but there are 8-inch sewer lines west of the property in the Hills of Westwood development.	Y
STP	Temple Trails Master Plan Map & sidewalks	The Plan reflects a proposed Citywide Spine Trail along the east edge of the subject property along Old Waco Road. Sidewalks will be required.	Y

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

DEVELOPMENT REGULATIONS: According to the City of Temple Comprehensive Plan, the Suburban Residential land use classification is characterized by mid-size single family lots, allowing for greater separation between dwellings and more emphasis on green space versus streets and driveways.

Although the requested SF-3 District does not fit the characteristics of the Suburban Residential land use, it is consistent with the adjacent SF-3 zoning district to the west in the Hills of Westwood development.

The SF-3 zoning district permits single-family detached residences and related accessory structures and provides single-family development at **urban densities** in locations well served by public utilities and roadways. The district should have adequate thoroughfare access and be relatively well connected with community and neighborhood facilities such as schools, parks, and shopping areas and transit services.

The following residential uses are **permitted by right** in the **proposed Single Family Three (SF-3)** zoning district:

- Industrialized housing;
- Single Family Detached Dwelling;
- Place of worship; and
- Fire Station

Prohibited uses include Home for the aged, apartment, patio home, single-family attached dwelling, duplex, and townhouse, among others.

Dimensional standards are as follows:

- Minimum lot size – 4,000 sq ft
- Minimum Lot Width – 40'
- Minimum Lot Depth – 100'
- Front Yard Setback – 15'
- Side Yard Setback (interior) – 5'
- Side Yard Setback (corner yard) – 15'
- Rear Yard Setback – 10'

According to the City of Temple Comprehensive Plan, the Suburban Commercial land use is appropriate for office, retail and services uses adjacent to and abutting residential neighborhoods and in other areas where the community's image and aesthetic value is to be promoted, such as at "gateways" and high-profile corridor locations. Therefore, it limits the floor area ratio and requires a higher landscape surface ratio than in the Auto Urban Commercial district. To maintain the suburban character and achieve higher quality development, design standards should be integrated into the zoning ordinance.

The O-2 zoning district permits a variety of low, mid and high rise office development. Apartments are allowed. Buildings in the O-2 District may be built to any legal height. Office buildings over 40 feet in height must provide additional yard space.

The O-2 zoning district is intended to allow for office uses in an area that is primarily business or high density residential. This district provides for professional, financial, medical and other office services and may include corporate offices and major employment centers. Uses in this district generally have low traffic generation characteristics and do not require high visibility to conduct business.

A rezoning from the AG to the O-2 zoning district would allow many uses that would not have been allowed before. Those uses include, but are not limited to, the following:

Residential uses

Single Family Attached
Single Family Detached
Townhouse
Duplex
Triplex

Nonresidential uses

Office
Home for the aged
Hospital
Hotel or motel
Restaurant

Prohibited uses include building material sales, contractor storage or equipment yard, mini-storage warehouse, welding or machine shop, and alcohol beverage sales for off-premise consumption in beer and wine store or package store, among others.

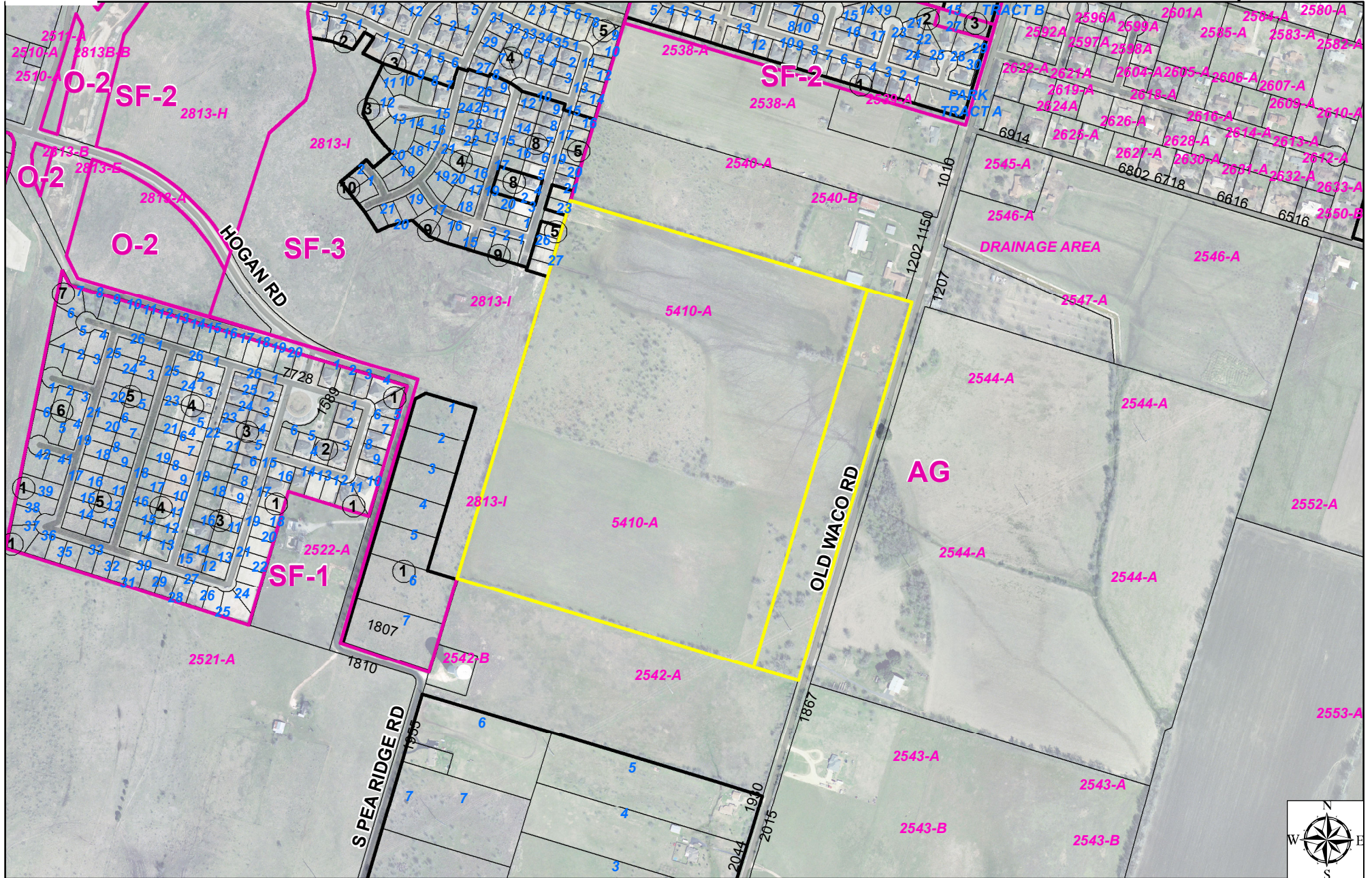
PUBLIC NOTICE: Twenty-three notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of December 12, 2012, no notices were returned in favor of the request and no notices were returned in opposition.

The newspaper printed notice of the Planning and Zoning Commission public hearing on December 6, 2012, in accordance with state law and local ordinance.

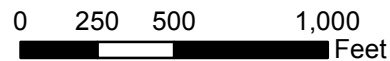
FISCAL IMPACT: Not Applicable

ATTACHMENTS:

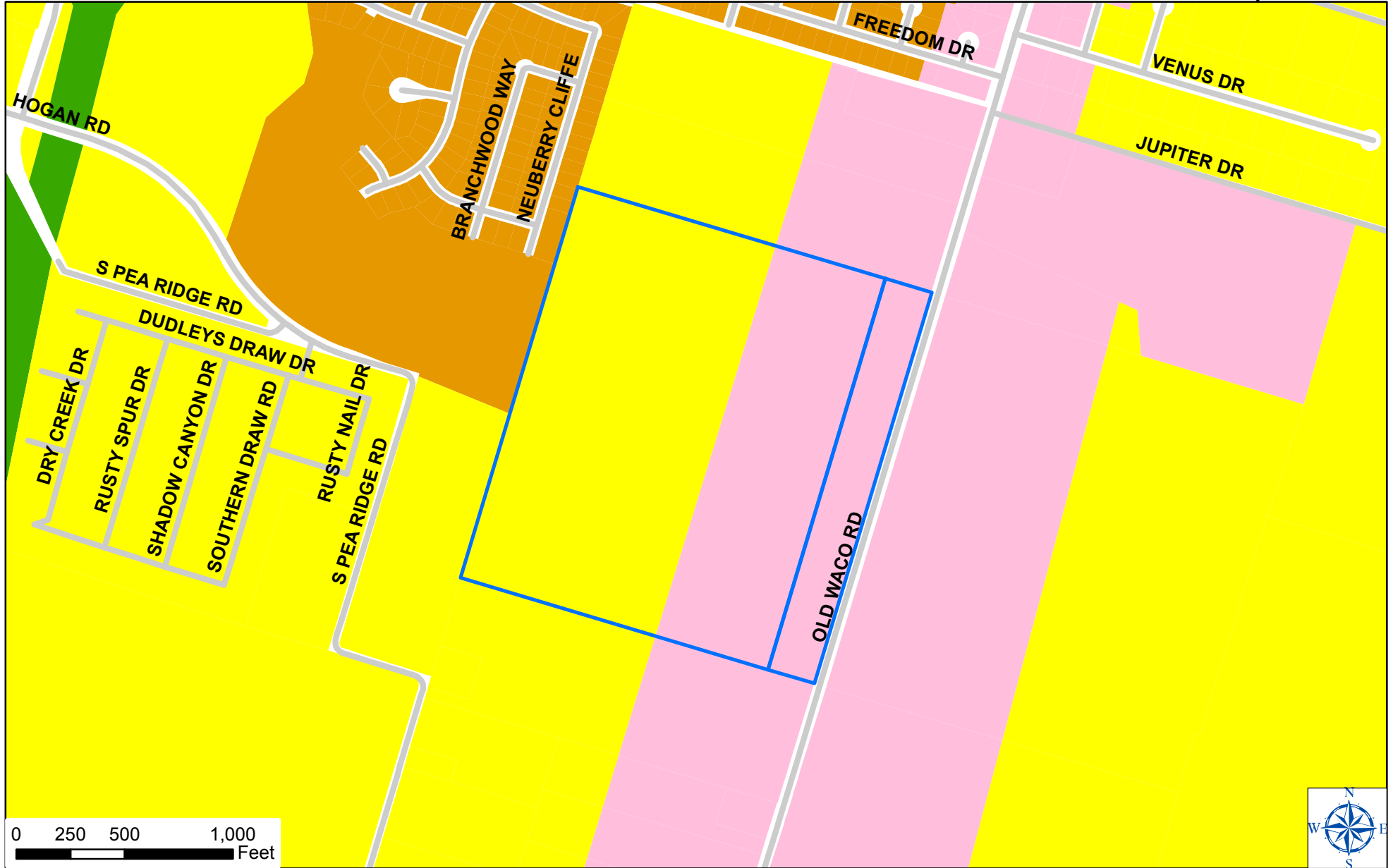
[Zoning and Location Map](#)
[Future Land Use and Character Map](#)
[Notification Map](#)
[Returned Notices](#)
[P&Z Excerpts](#)
[Ordinance](#)



	Case		Subdivisions		1234-A Outblocks		Blocks
	Zoning		Parcel		1234 Addresses		Lots



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.

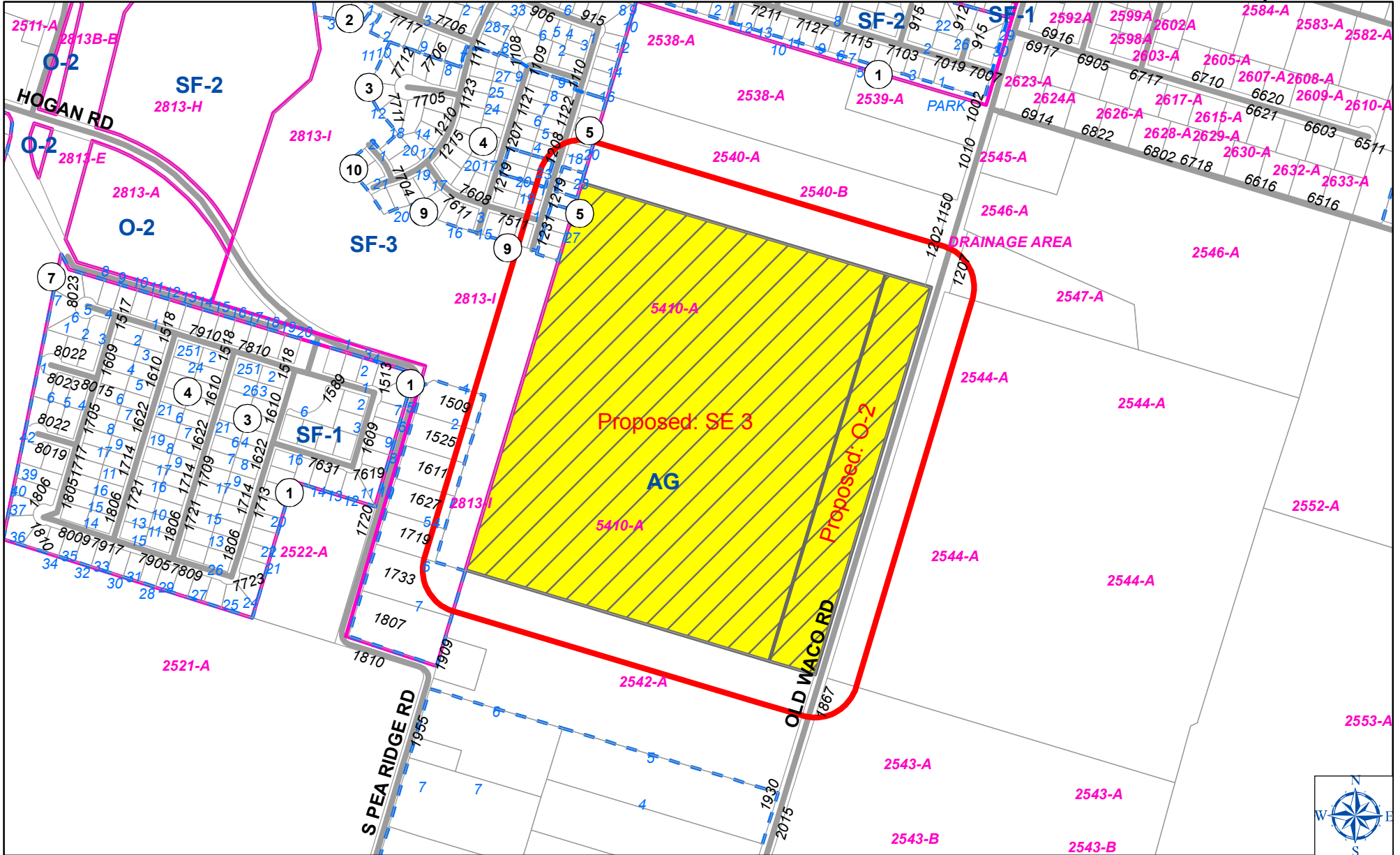


Future Land Use

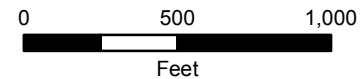
- | | | | | |
|---------------------------|-------------------------|-----------------------|-----------------------------------|----------------------|
| Case | Suburban Residential | Auto-Urban Mixed Use | Urban Center | Business Park |
| Neighborhood Conservation | Auto-Urban Residential | Auto-Urban Commercial | Temple Medical Education District | Public Institutional |
| Estate Residential | Auto-Urban Multi-Family | Suburban Commercial | Industrial | Parks & Open Space |
| | | | | Agricultural/Rural |

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.





- Case
- 200' Buffer
- 1234-A Block Number
- Outblock Number
- Subdivision
- Zoning
- 1234 Address
- Lot Number



11/21/2012
City of Temple GIS
gkeith

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.

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 17, 2012**

ACTION ITEMS

Item 6: Z-FY-13-04: Hold a public hearing to discuss and recommend action on a zone change from Agricultural District (AG) to Single Family Three District (SF- 3) on 64.073 ± acres and Office Two District (O-2) on 9.665 ± acres, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located on the west side of Old Waco Road, adjacent to Westwood Estates and Hills of Westwood, south of Jupiter Drive.

Ms. Lyerly stated this request is one piece of property but asking for two different zoning changes. One being Single Family-Three (SF-3) for interior to the lot, and Office-Two (O-2) along the Old Waco Road right-of-way area. This is scheduled to proceed to City Council on January 3, 2013.

The requested SF-3 is consistent with the adjacent SF-3 zoning for the Hills of Westwood to the west and O-2 is proposed along all of Old Waco Road.

Surrounding properties include undeveloped and rural residential to the south, AG and rural residential to the east and north, and undeveloped and single family to the west.

Ms. Lyerly cites the allowed and prohibited uses for both SF-3 and O-2, along with dimensional and development standards for each. The subject property is designated on the Future Land Use and Character Map as both Suburban-Residential and Suburban-Commercial. Although SF-3 is a little smaller than recommended by Suburban-Residential, it is consistent with what is already there to the west (Hills of Westwood) and this would continue the Hills of Westwood Development. The O-2 complies with the Suburban-Commercial recommendation.

There are four inch water lines along Old Waco Road and 14 inch on the south edge of the property. There are a series of sewer lines to the west (Hills of Westwood) so water and sewer facilities are available for the property.

The Thoroughfare Plan shows Old Waco Road as a proposed major arterial and there is a citywide spine trail.

Twenty-three notices were mailed out with zero returned in favor and one in opposition.

Staff recommends approval of this request from AG to SF-3 since although it does not fully comply with but is consistent with the adjacent SF-3 subdivision on the Future Land Use and Character Map, the Thoroughfare Plan, and public utilities will be available to serve the public.

Staff recommends approval of the request from AG to O-2 since the request complies with the Future Land Use and Character Map, the Thoroughfare Plan, and public utilities will be available to the subject property.

Chair Staats opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Talley made a motion to approve Item 6, Z-FY-13-04, and Commissioner Jones made a second.

Motion passed: (9:0)

ORDINANCE NO. 2012-4574

(PLANNING NO. Z-FY-13-04)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL DISTRICT (AG) TO SINGLE FAMILY THREE DISTRICT (SF-3) ON APPROXIMATELY 64.073 ACRES AND OFFICE TWO DISTRICT (O-2) ON APPROXIMATELY 9.665 ACRES, SITUATED IN THE NANCY CHANCE SURVEY, ABSTRACT NO. 5, BELL COUNTY, TEXAS, LOCATED ON THE WEST SIDE OF OLD WACO ROAD, ADJACENT TO WESTWOOD ESTATES AND HILLS OF WESTWOOD, SOUTH OF JUPITER DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a permanent zoning from Agricultural District (AG) to Single Family Three District (SF-3) on approximately 64.073 acres and Office Two District (O-2) on approximately 9.665 acres, situated in the Nancy Chance Survey, Abstract No. 5, Bell County, Texas, located on the west side of Old Waco Road, adjacent to Westwood Estates and Hills of Westwood, South of Jupiter Drive, more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Part 2: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map accordingly.

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 or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

Part 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 **3rd** day of **January**, 2013.

PASSED AND APPROVED on Second Reading on the **17th** day of **January**, 2013.

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

01/17/13
Item #3(K)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing
Brynn Myers, Director of Administrative Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the use of the Design-Build project delivery method for the acquisition of services needed to construct a compressed natural gas fueling facility.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On December 20, 2012, the City Council authorized the purchase of fourteen (14) compressed natural gas (CNG)-powered solid waste collection trucks. In order to accommodate the fueling of these new vehicles, a CNG fueling facility is needed since a CNG fueling facility does not currently exist in Temple.

Staff is recommending the construction of a fueling facility on City-owned land adjacent to the Solid Waste administration facility. The proposed facility will have 24 time-fill fueling dispensers that will be utilized overnight to fill City-owned vehicles and one (1) fence line fast-fill dispenser that can be used to fill City-owned vehicles and privately-owned vehicles, as needed.

Public Solutions Group, Ltd, (PSG), a consultant engaged to analyze the feasibility of transitioning to a CNG refuse fleet, has indicated that it will cost approximately \$1.3 million to design and construct the fueling facility. However, PSG believes that that a contract can be negotiated with a private partner that will design, construct and maintain the fueling facility with little or no capital outlay by the City. In order to pursue this approach with a private partner, PSG is recommending that the Design-Build project delivery method be utilized. PSG is recommending the design-build approach based on the specialized nature of the project and the limited number of firms with successful experience in designing and constructing CNG fueling facilities.

The Local Government Code § 252.021 specifies that before a municipality may enter into a contract that requires a competitive solicitation, the municipality must comply with competitive sealed bidding process. However, the governing body of a municipality may determine that an alternative procurement method (e.g. a competitive sealed proposal, construction manager-at-risk, design-build contract) may provide the best value for the municipality.

Per the Texas Government Code § 2267, the Design-Build project delivery method allows a governmental entity to contract with a single entity to provide both design and construction services for the construction, rehabilitation, alternation, or repair of a facility. The Code goes on to state that the Design-Build firm will be selected through a Request for Qualifications (RFQ)/Request for Proposals (RFP) process.

The projected timeline related to designing and constructing the CNG fueling facility is as follows:

- Jan/Feb 2013 - City to solicit qualifications from qualified design-build firms.
- Feb/Mar 2013 - Evaluate qualifications; request additional proposal information from highest rated firms.
- Mar/Apr 2013 - Design-Build firm recommendation to Council.
- Sept/Oct 2013 - Project complete.

FISCAL IMPACT: As noted above, (PSG), a consultant engaged to analyze the feasibility of transitioning to a CNG refuse fleet, has indicated that it will cost approximately \$1.3 million to design and construct the fueling facility. However, PSG believes that that a contract can be negotiated with a private partner that will design, construct and maintain the fueling facility with little or no capital outlay by the City. The Design-Build project delivery method will allow staff to explore both options, private and city-owned concurrently. Staff will return to Council within 60-days with a definitive recommendation based on proposals received.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE USE OF THE DESIGN-BUILD PROJECT DELIVERY METHOD FOR THE ACQUISITION OF SERVICES NEEDED TO CONSTRUCT A COMPRESSED NATURAL GAS (CNG) FUELING FACILITY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on December 20, 2012, City Council authorized the purchase of fourteen compressed natural gas-powered solid waste collection trucks – in order to accommodate the fueling of these new vehicles, a CNG fueling facility is needed in the City of Temple;

Whereas, staff recommends that the construction of the fueling station be located on City-owned land adjacent to the Solid Waste administration facility and that the facility have 24 time-fill fueling dispenses that will be utilized overnight to fill City-owned vehicles and one fence line fast-fill dispenser that can be used to fill City-owned and privately-owned vehicles, as needed;

Whereas, the City hired a consultant, Public Solutions Group, Ltd. (PSG), to analyze the feasibility of transitioning to a CNG refuse fleet – PSG has recommended, that due to the specialized nature of the project and the limited number of firms with successful experience in designing and constructing CNG fueling facilities, that the Design-Build project delivery method be utilized in order to pursue this approach with a private partner;

Whereas, Local Government Code §252.021 specifies that before a municipality enters into a contract that requires an expenditure of more than \$50,000, the municipality must comply with the competitive sealed bidding process – however, the governing body of a municipality may determine that an alternative procurement method (Design-Build contract) may provide the best value for the municipality; 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: Pursuant to the authority provided to cities under Section 252.021 of the Local Government Code, the City Council authorizes the City Manager, or his designee, to use the Design-Build project delivery method for the acquisition of services needed to construct a compressed natural gas (CNG) fueling facility.

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 17th day of **January**, 2013.

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

01/17/13
Item #3(L)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, Director of Administrative Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing the reimbursement of funds to the Community Development Block Grant program, according to program guidelines, for use on other City of Temple CDBG-assisted projects.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Community Development Block Grant ('CDBG') program, administered by the U.S. Department of Housing and Urban Development, requires the City of Temple to reimburse funds associated with contracts that were not procured in accordance with program guidelines. The reimbursed funds will be available for use by the City on other CDBG-assisted projects.

FISCAL IMPACT: Reimburse \$63,755 to the CDBG program, according to program guidelines. A budget adjustment is presented for your approval appropriating \$63,755 to account 351-1100-513-26-23, Other Contract Services from account 110-0000-352-13-45, Designated Capital Projects-Unallocated.

ATTACHMENTS:

[Budget Adjustment
Resolution](#)

BUDGET ADJUSTMENT FORM

Use this form to make adjustments to your budget. All adjustments must balance within a Department.
Adjustments should be rounded to the nearest \$1.

			+	-	
ACCOUNT NUMBER	PROJECT #	ACCOUNT DESCRIPTION	INCREASE		DECREASE
351-1100-513-26-23		Other Contract Services	\$ 63,755		
351-0000-490-25-82		Transfer In	63,755		
110-9100-591-81-51		Transfer Out-Desg Cap Proj	63,755		
110-0000-352-13-45		Desg Cap Proj - Unallocated			63,755
TOTAL.....			\$ 191,265		\$ 63,755

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

Appropriate funds to reimburse the CDBG program according to program guidelines.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL? Yes No

DATE OF COUNCIL MEETING _____ 1/17/2013 _____

WITH AGENDA ITEM? Yes No

Department Head/Division Director	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Finance	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
City Manager	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE REIMBURSEMENT OF FUNDS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, ACCORDING TO PROGRAM GUIDELINES, FOR USE ON OTHER CITY OF TEMPLE CDBG-ASSISTED PROJECTS, IN AN AMOUNT OF \$63,755; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Community Development Block Grant (CDBG) program, administered by the United States Department of Housing and Urban Development, requires the City of Temple to reimburse \$63,755, which was associated with contracts that were not procured in accordance with the program guidelines;

Whereas, the funds being reimbursed to the CDBG program will be available for use by the City on other CDBG-assisted projects;

Whereas, funds are budgeted in Account No. 351-1100-513-26-23 for this reimbursement, however a budget adjustment needs to be approved to transfer the funds to the appropriate expense 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 directs the City Manager, or his designee, to reimburse \$63,755 to the Community Development Block Grant (CDBG) program for funds which were associated with contracts that were not procured in accordance with program guidelines – these reimbursed funds will be available for use by the City on other CDBG-assisted projects.

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 17th day of **January**, 2013.

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:

Brynn Myers, Director of Administrative Services
Randy Stonerod, Director of Human Resources

ITEM DESCRIPTION: Consider adopting a resolution amending the City of Temple General Government Compensation Plan, to be effective January 4, 2013, and authorizing the implementation of the first phase of the 2008 Compensation Plan.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In FY 2008, the City contracted with The Waters Consulting Group, Inc. for the development of a Compensation Study. The study involved three components: 1) *Job Analysis & Evaluation*; 2) *Market Data Collection*; and 3) *Salary Structure Design/Development*. The *Job Analysis & Evaluation* component of the 2008 Compensation Study involved completing a “Job Description Questionnaire” for each position. Job evaluation was conducted based on 8 ‘compensable factors’. Based on the evaluation each position was placed in a hierarchy reflecting their relative worth to one another. Based on the hierarchy positions were then placed in pay grades. Once the *Job Analysis and Evaluation* component was complete, market data was then collected and a salary structure designed in the *Market Data Collection* and *Salary Structure Design/Development* components of the study.

The estimated cost of full implementation of the 2008 Compensation Study was \$1.3 million. This figure included the cost of the salary adjustment to minimum only and did not include the cost of other related compensation & benefits such as taxes, pension, etc. The Plan was not implemented in 2008 due to financial constraints.

The FY 2013 budget includes an allocation to adopt the 2008 Compensation Study in a phased approach. Staff recommends the first phase of adoption be the general government position’s **pay grade structure** that implements the results of the *Job Analysis & Evaluation* portion of the 2008 Compensation Study. This phase will change the City’s current general government employee grading system from “G-based” grades to numerical grades in the 900s for non-exempt employees, 600s for exempt employees, and 300s for department head positions. Staff also recommends adopting the salary structure developed as part of the study for the non-exempt position pay grade structure but leaving the current salary structure in place for the exempt position and department head pay grade structures. The Police and Fire pay grade structures recommended in the 2008 Compensation Plan will be considered for implementation in a future year.

Each general government position has been assigned a grade under the appropriate non-exempt, exempt, or department head pay grade structure. Employees whose current pay rate is below the minimum of the new pay grade salary structure will be moved to the minimum.

FISCAL IMPACT: Total estimated cost to implement this first phase of the 2008 Compensation Plan is \$325,418(includes all applicable funds). \$335,200.00 is appropriated in the compensation contingency accounts in the FY 2013 Budget to fund the recommended pay plan adjustment. The recommended increases are estimated to have a full-year impact of \$445,309.

A budget adjustment is attached for Council approval appropriating funds for the recommended pay plan adjustment.

ATTACHMENTS:

[General Government Pay Plans](#)
[Budget Adjustment](#)
[Resolution](#)

**City of Temple
Compensation Plan- Effective January 4, 2013**

Pay Grade	New Minimum Hourly	New Maximum Hourly	New Minimum Annual Salary	New Maximum Annual Salary
904	2.13	3.20	4,430.40	6,656.00
905	7.25	10.88	15,080.00	22,630.40
906	8.10	12.15	16,848.00	25,272.00
907	8.43	12.64	17,534.40	26,291.20
908	8.76	13.15	18,220.80	27,352.00
909	9.11	13.67	18,948.80	28,433.60
910	9.48	14.22	19,718.40	29,577.60
911	9.95	14.93	20,696.00	31,054.40
912	10.45	15.68	21,736.00	32,614.40
913	10.97	16.46	22,817.60	34,236.80
914	11.52	17.28	23,961.60	35,942.40
915	12.10	18.15	25,168.00	37,752.00
916	12.60	19.16	26,208.00	39,852.80
917	13.18	20.17	27,414.40	41,953.60
918	13.79	21.23	28,683.20	44,158.40
919	14.56	22.56	30,284.80	46,924.80
920	15.57	24.14	32,385.60	50,211.20
921	16.82	26.07	34,985.60	54,225.60
922	18.17	28.16	37,793.60	58,572.80
923	19.62	30.41	40,809.60	63,252.80
924	21.19	32.84	44,075.20	68,307.20
604	8.12	12.99	16,889.60	27,019.20
605	8.77	14.03	18,241.60	29,182.40
606	9.47	15.15	19,697.60	31,512.00
607	10.23	16.36	21,278.40	34,028.80
608	13.77	22.72	28,641.60	47,257.60
609	14.46	23.85	30,076.80	49,608.00
610	15.18	25.04	31,574.40	52,083.20
611	15.92	26.27	33,113.60	54,641.60
612	16.71	27.58	34,756.80	57,366.40
613	17.55	28.96	36,504.00	60,236.80
614	18.42	30.40	38,313.60	63,232.00
615	19.35	33.86	40,248.00	70,428.80
616	20.31	35.54	42,244.80	73,923.20
617	21.32	37.31	44,345.60	77,604.80
618	22.38	39.15	46,550.40	81,432.00
619	23.49	41.10	48,859.20	85,488.00
620	24.65	43.15	51,272.00	89,752.00
621	25.89	45.30	53,851.20	94,224.00
622	27.17	47.55	56,513.60	98,904.00
623	28.52	49.91	59,321.60	103,812.80
624	29.95	52.40	62,296.00	108,992.00
625	31.43	54.99	65,374.40	114,379.20
626	33.00	57.73	68,640.00	120,078.40
627	34.64	60.62	72,051.20	126,089.60
628	36.36	63.63	75,628.80	132,350.40
304	34.64	60.62	72,051.20	126,089.60
305	36.36	63.63	75,628.80	132,350.40
306	38.18	66.81	79,414.40	138,964.80
307	40.08	70.13	83,366.40	145,870.40
308	42.08	73.64	87,526.40	153,171.20

NON-EXEMPT

EXEMPT

DEPT HEAD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE CITY OF TEMPLE GENERAL GOVERNMENT COMPENSATION PLAN, EFFECTIVE JANUARY 4, 2013, AND AUTHORIZING THE IMPLEMENTATION OF THE FIRST PHASE OF THE 2008 COMPENSATION PLAN; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in Fiscal Year 2008, the City contracted with The Waters Consulting Group, Inc. for the development of a Compensation Study which involved three components: 1) Job Analysis & Evaluation; 2) Market Data Collection; and 3) Salary Structure Design/Development;

Whereas, the Job Analysis & Evaluation component of the study involved completing a job description questionnaire for each position which evaluated each position and placed each position in a hierarchy which then reflected their relative worth – the plan was not implemented in 2008 due to financial constraints;

Whereas, the Fiscal Year 12-13 budget includes an allocation to adopt the 2008 Compensation Study in a phased approach and staff recommends adoption of the first phase of the plan which is changing the current general government positions pay grade system from “G-based” grades to numerical grades;

Whereas, staff also recommends adopting the salary structure developed as part of the study for the non-exempt position pay grade structure, but leaving the current salary structure in place for the exempt position and department head pay grade structures;

Whereas, the total costs estimated to implement the first phase of the 2008 Compensation Study is appropriated in the compensation contingency accounts in the Fiscal Year 2013 budget to fund the recommended pay plan adjustment, however a budget adjustment needs to be approved to transfer the funds to the appropriate expense 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 amendment of the City of Temple General Government Compensation Plan, effective January 4, 2013, and authorizes the implementation of the first phase of the 2008 Compensation Plan which includes the following:

- 1) changing the current general government positions pay grade system from “G-based” grades to numerical grades;

- 2) adopting the salary structure developed as part of the study for the non-exempt position pay grade structure, but leaving the current salary structure in place for the exempt position and department head pay grade structures.

Part 2: The City Council approves an amendment to the FY12-13 budget, substantially in the form of the copy attached as Exhibit A, for the implementation of the first phase of the 2008 Compensation Study.

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 17th day of **January**, 2013.

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

01/17/13
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DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 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 \$94,193.

ATTACHMENTS:

[Budget Amendments
Resolution](#)

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
January 17, 2013

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2210-522-2513		Fire Donations/Gifts (Fire Department)	\$ 4,966	
110-0000-442-1629		Special Services		\$ 4,966
<p>Friends of Temple Fire & Rescue received donations to be used for the Annual department Christmas Banquet in the amount of \$850 from October 1, 2012 through December 26, 2012. This budget adjustment recognizes the revenue received and appropriates the expenditure to pay for the expenses related to these events. The Rescue Elves program received a total of \$4,116.09 for the purchase of toys to be distributed to those families who required assistance for their children this Christmas season.</p>				
110-2234-522-2123		Medical Supplies (Fire Department)	\$ 1,083	
110-0000-442-0931		County Fire Service		\$ 1,083
<p>This budget adjustment recognizes additional revenue and appropriates the expenditures associated with the medical supplies used for the runs outside of the City of Temple.</p>				
110-3500-552-1110		Administrative (Parks)	\$ 62,924	
110-3500-552-1126		Longevity	\$ 792	
110-3500-552-1220		Retirement/Pension	\$ 11,478	
110-3500-552-1221		Social Security (Medicare)	\$ 483	
110-3500-552-1222		Health Insurance	\$ 3,398	
110-3500-552-1223		Workers Compensation	\$ 767	
110-3500-552-1224		Unemployment Ins	\$ 243	
110-3500-552-1225		Dental Insurance	\$ 49	
110-3500-552-1226		Life Insurance	\$ 94	
110-3500-552-1227		AD&D Insurance	\$ 20	
110-3500-552-1228		Long Term Disability	\$ 148	
110-2400-519-1110		Administrative (Facility Services)		\$ 62,924
110-2400-519-1126		Longevity		\$ 792
110-2400-519-1220		Retirement/Pension		\$ 11,478
110-2400-519-1221		Social Security (Medicare)		\$ 483
110-2400-519-1222		Health Insurance		\$ 3,398
110-2400-519-1223		Workers Compensation		\$ 767
110-2400-519-1224		Unemployment Ins		\$ 243
110-2400-519-1225		Dental Insurance		\$ 49
110-2400-519-1226		Life Insurance		\$ 94
110-2400-519-1227		AD&D Insurance		\$ 20
110-2400-519-1228		Long Term Disability		\$ 148
<p>This change was effective October 1, 2012, however it was not part of the FY 2013 Budget process. Due to a reorganization transferring Facility Services from PALS to Administrative Services, funding for the Assistant Director of Parks & Leisure Services (50%) and Park Planning & Construction Superintendent (40%) need to be transferred to the Parks Division.</p>				
110-4000-555-2225		Books & Periodicals (Library)	\$ 205	
110-0000-461-0841		Donations/Gifts		\$ 205
<p>This budget adjustment recognizes donations and appropriates the expenditures for these donations as specified.</p>				

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2013 BUDGET
January 17, 2013

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-5900-521-6213	100890	Automotive (Police)	\$ 7,543	
110-0000-461-0554		Insurance Claims		\$ 7,543

This budget adjustment recognizes an insurance claim from The Hartford for a police vehicle that was hit on 10/25/2012 and appropriates the funds to be used to replace the vehicle.

TOTAL AMENDMENTS	\$ 94,193	\$ 94,193
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GENERAL FUND

Beginning Contingency Balance	\$ -
Added to Contingency Sweep Account	\$ -
Carry forward from Prior Year	\$ -
Taken From Contingency	\$ -
Net Balance of Contingency Account	\$ -
Beginning Judgments & Damages Contingency	\$ 80,000
Added to Contingency Judgments & Damages from Council Contingency	\$ -
Taken From Judgments & Damages	\$ -
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

CITY OF TEMPLE
 BUDGET AMENDMENTS FOR FY 2013 BUDGET
 January 17, 2013

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		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
		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 17th day of **January**, 2013.

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:

Autumn Speer, Director of Planning and Development

ITEM DESCRIPTION: Z-FY-13-09: Consider adopting a resolution authorizing an Appeal of Standards in Section 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping, building improvements, new construction and signs for Gateway Center at 4501 South General Bruce Drive.

P&Z COMMISSION RECOMMENDATION: At its meeting on January 7, 2013, the Planning and Zoning Commission voted 7/0 to recommend approval of the requested appeals with the following conditions:

- Applicants provide 50% evergreen trees requirement; effectively changing 33 ornamental trees to evergreen species.
- Applicant provides 6' wood panel fence with steel post on property adjacent to residential structures.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

Staff recommends approval of an Appeal of Standards in Section 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping and building improvements as presented in this appeal request as submitted in the attached plans with the following amendments:

- Staff recommends 4' sidewalk be provided along the Gillmeister frontage (in ROW and does not affect site plan). They are requesting an exception with the plat.
- Staff recommends applicants meet the 60% evergreen requirement; effectively changing 66 ornamental trees to evergreen species.
- Staff recommends minimum 10' landscape buffer be maintained between the residential property and the proposed new parking area.
- Staff recommends the small wall sign be eliminated on the theatre.

- Staff recommends maximum height of the proposed blade sign be 15' above the building reducing height to 60'
- Staff recommends the reduction of one monument sign on the restaurant pad site.

ITEM SUMMARY: The project is located in the I-35 Corridor Overlay District in the Freeway Retail/Commercial Sub-District. The applicant is proposing a remodel of the existing Town and Country Mall which is approximately 240,000 sq ft and a new 40,600 sq ft theatre. The entire site is approximately 30 acres.

In accordance with Article 6 of the Unified Development Code relating to Interstate 35 Corridor Overlay, all new construction is required to conform to the standards of the I-35 Overlay District. The estimated value for proposed building improvements is \$3.5 million. According to the Bell County Tax Appraisal District, the total assessed value of the property is \$2,165,025. The cost of improvements exceeds 100% value of the total current value per the current tax roll.

Development Type	Site Plan Review	Tree Preservation	Parking	Screening and Wall Standards	Architectural Design	Landscape	Signs	Lighting	Utilities
New construction	✓	✓	✓	✓	✓	✓	✓	✓	✓
Increase in gross floor area of 50% or more or modifications with a cost equal to or greater than 50% of the assessed value of improvements per the current tax roll	✓	✓	✓	✓	✓	✓	✓	✓	✓

The applicant has worked with City Staff to develop a plan that meets the spirit and intent of the I-35 Overlay District. Staff has worked with the applicant to balance the City's overall goals for this important corridor with the applicant's plans for this site. This proposal will be the final proposal for I-35 compliance.

All future new construction will need to be compliant with the I-35 standards, however staff recommends that these appeals be granted in perpetuity and not be subject to renegotiation should these standards be triggered again with future development.

The applicant desires to pursue a request for relief from complying with all standards in the form of this appeal as outlined below:

I-35 Requirements	Freeway	Retail/Commercial	Sub-Proposed	Standard Met?	Mitigation/ Rationale for Exception
SITE PLAN REVIEW					
Applicant has submitted site plans for review on this project.			MET	YES	NA
TREE PRESERVATION					
Tree preservation			NA	NA	NA
PARKING (GENERAL)					
Parking Spaces required 7.4 – +/- 1,700 spaces Theatre = 1 per 3 seats (2087 seats = 696 spaces) Restaurant = 1/3 seats (estimate 250 seats = 83 spaces) All other Retail sales and Service (1 per 250 sq ft) 232,000 = 926 spaces		1,424 spaces plus 70 future spaces provided Theatre = 391 spaces on same lot Restaurant = 79 spaces on same lot Additional 954 spaces provided		NO	Staff recommends approval. Parking spaces are being utilized to provide for landscaping buffer and parking lot islands
Curb and gutter, 6" in height, required around perimeter and all parking islands			MET	YES	NA
Parking aisles must be designed to be perpendicular to entry			Both provided	PARTIAL	Staff recommends approval. Size of parking lot does not warrant applicability
Parking areas must be planned so that vehicles are not required to back out of parking spaces directly into a public or private street			MET	YES	NA
Parking lots must be designed to preserve the maximum amount of existing trees on site as possible			MET	YES	NA

I-35 Requirements			
Freeway District	Retail/Commercial Sub-District	Proposed	Standard Met? Mitigation/Rationale for Exception
Parking spaces that face and are adjacent to a building must utilize wheel stops		Increased curb depth provided	YES NA
Wheel stops are required adjacent to all landscaped areas Wheel stops are required adjacent to all sidewalks, except for raised sidewalks at least 6 feet in width (8 feet if parking spaces front both sides)		Increased curb depth provided	YES NA
No parking is allowed in the landscape buffer		MET	YES NA
SCREENING AND WALL STANDARDS (GENERAL)			
No storage in connexes, shipping containers or portable buildings.		MET	YES NA
Loading zones and mechanical equipment must not be clearly visible at eye level from any public street.		MET	YES NA
All ground mounted service equipment must be located at the rear of buildings (unless rear faces I-35), integrated into the building envelope, or enclosed service area.		MET	YES NA
Roof mounted equipment must be screened from a vantage point of 6' above finished grade.		MET	YES NA
Garage and service bays must be located to rear of building or on side not visible to traffic flow on abutting side of I-35.		NA	NA NA
Refuse storage/compactors/vehicle loading and unloading must not be clearly visible at eye level from any public street		MET	YES NA

I-35 Requirements		Standard Met?	Mitigation/ Rationale for Exception
Freeway District	Retail/Commercial Sub-Proposed		
or located within 100' of any public street.			
LANDSCAPING GENERAL			
Areas not covered by building or pavement must be landscaped		MET	YES
Landscape Area 15% (193,435 sq ft required)		356,896 sq ft provided or 28%	YES
Foundation Plantings required along 70% of the length of any visible façade in a bed a minimum 6' deep		Foundation plantings provided for 36% of the building areas (See revised exhibit detail)	NO
Landscape Buffer Area 25' adjacent to street row on I-35 20' adjacent to street row on Gillmeister 10' rear 20' rear adjacent to residential and 6' masonry wall 10' interior side		<ul style="list-style-type: none"> • 25' Variable adjacent to I-35 • 20' adjacent to Gillmeister except for a portion approximately 180' in length. • 10' rear • Less than 20' with future parking expansion • None adjacent to the Residence Inn 	PARTIAL
Landscape Buffer Plantings- One min. 3" caliper canopy tree must be planted for every 30' of frontage along public ROW. I-35 = 38 canopy trees required Gillmeister = 26 canopy trees required If power lines are present four ornamental trees may be substituted for one canopy		I-35 frontage = 35 canopy in buffer and driveways and 41 ornamental in buffer and driveways Gillmeister = 16 canopy provided and 11 ornamental	PARTIAL
			Staff recommends approval. Overall plan meets intent of the ordinance. Additional beds are provided on the structures immediately adjacent to I-35 frontage.
			Site design meets intent of the ordinance and allows for adequate parking. Staff recommends minimum 10' landscape buffer remains between proposed parking expansion area and residential properties.
			Staff recommends approval. I-35: The tree placement exceeds the number of canopy trees when the additional landscape buffer area is accounted for. Gillmeister: Number of trees provided meets intent of the ordinance. The reduction in landscape buffer along Gillmeister decreases the applicant's

I-35 Requirements			
Freeway District	Retail/Commercial	Sub-Proposed	Standard Met? Mitigation/Rationale for Exception
tree			ability to provide required number of trees. The reduction in buffer along Gillmeister is being supported to allow for adequate on-site parking.
Must be not be planted in intervals but in clusters.			
20% Required landscape buffer must have native grass beds or wildflowers		Native grass beds in buffer	YES NA
Parking screen of hedge row 2.5 to 4' high for all parking areas visible from public view		Berms and shrubs are proposed for a majority of the screening required	PARTIAL Staff recommends approval. Placement of berms and shrubs serve to screen parking as intended by the ordinance.
Interior parking islands 1 per every 10 spaces minimum 170 sq ft (1 3" tree required in each) = +/- 143 required		Approximately 100 shown in conjunction with Terminal Island requirements and small planting diamonds	PARTIAL Staff recommends approval. Specific application of the standard would decrease parking spaces significantly
Terminal parking islands at the end of each row minimum 360 sq ft (2 3" tree required in each)		Meets majority of requirements for spacing, but does not provide trees in all	PARTIAL Staff recommends approval. Specific application of the standard would decrease parking spaces significantly
Median islands minimum 10' in width must be located after every third parking bay (3" tree required every 30')		Only provided along vehicular entryways and in core of theatre parking lot	NO Staff recommends approval. Specific application of the standard would decrease parking spaces significantly
60% Required Trees must be evergreen		40% Evergreen provided	PARTIAL Staff recommends they applicants meet the 60% requirements; effectively changing 66 ornamental trees to evergreen species.
Minimum 2' tall berm must be installed for minimum 50% of the buffer area		Berms provided along frontage at key intersections with access points	PARTIAL Staff recommends approval. Placement of berms and shrubs serve to screen parking as intended by the ordinance.
All proposed landscape areas will be irrigated		All will be irrigated	YES NA

I-35 Requirements			
Freeway District	Retail/Commercial Sub-District	Proposed	Standard Met? Mitigation/Rationale for Exception
Sidewalks – Not required on General Bruce Gillmeister is a collector and requires 4' sidewalk		None proposed on Gillmeister	NO Staff recommends 4' sidewalk be provided along the Gillmeister frontage (in ROW and does not affect site plan).
SIGNS GENERAL			
Permitted Sign Types: • Wall Signs • Monument Signs • Pylon Signs • Multi-Tenant Pylon Signs		Proposed to meet the sign types	YES NA
Permitted Sign Types: Wall Signs – Number allowed one per façade		Cinemark Theatre proposes 2 per front façade in addition to the blade sign (see next appeal item)	NO Staff recommends the primary wall sign and the reduced blade sign be permitted. Staff recommends the small wall sign be eliminated.
Prohibited Sign Types – Cinemark Blade Sign (projecting wall signs are not permitted)		96' Tall Blade Sign on Building	NO Staff recommends the maximum height be 15' above the building reducing height to 60'
Maximum Sign Per Site (1/300' frontage along I-35 = 4 signs permitted)		5 Signs proposed 1 Theatre 1 Restaurant 2 Monuments 1 Pylon	NO Staff recommends the reduction of one monument sign on the restaurant pad site.
Multi-tenant Sign Provisions Businesses may not advertise on both multi-tenant pylon and individual pylon		Proposed advertisement on both for the theatre is proposed	NO Staff recommends approval of the ability to advertise on both the individual and multi-tenant because of the destination nature of the theatre
Freestanding Sign materials – must be same as primary masonry building material		Stone	YES NA
Sign Illumination – Internal Illumination		Internal Illumination	YES NA

I-35 Requirements			
Freeway District	Retail/Commercial Sub-District	Proposed	Standard Met? Mitigation/Rationale for Exception
Pylon Sign Provisions – 1:15 minimum height to width ratio for support structure or base		MET	YES NA
LIGHTING GENERAL			
Full Cutoff required		Will Meet	YES NA
ARCHITECTURAL DESIGN – FREEWAY RETAIL /COMMERCIAL SPECIFIC			
All buildings must be architecturally finished on all sides with same materials, detailing and features- higher level of finish on primary facades. Facades not visible from the street may reflect only similar colors if screened with single row of trees planted along the building or in the landscape buffer on offset 30' centers in min. 10' landscape edge where 50% of trees are evergreen.		New structures will meet the requirements. Calculations for existing structures have not been provided. However elevations show intent to meet requirements.	PARTIAL Staff recommends approval. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.
All buildings must incorporate no less than 3 architectural elements. > 50,000 SF must incorporate 5 elements; > 100,000 SF 7 elements (UDC 6.7.D2c)		New structures will meet the requirements. Calculations for existing structures have not been provided. However elevations show intent to meet requirements.	PARTIAL Staff recommends approval. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.
All buildings must be designed and constructed in tri-partite architecture to express base, mid-section and top...		New structures will meet the requirements. Calculations for	PARTIAL Staff recommends approval. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.

I-35 Requirements				Standard Met?	Mitigation/ Rationale for Exception
Freeway District	Retail/Commercial	Sub-	Proposed		
			existing structures have not been provided. However elevations show intent to meet requirements.		
	All retail and commercial buildings with facades greater than 200' in length, visible from a public street right of way must incorporate wall plane projects or recesses that are at least 6' deep. Projections and recessed must be at least 25% of the length of the façade. No uninterrupted length of facade may exceed 100' in length.		New structures will meet the requirements.	PARTIAL	Staff recommends approval. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.
	Windows must be a minimum of 40% up to a maximum of 80% or each building elevation.		Cinemark Solid Wall Calculations for existing structures have not been provided. However elevations show intent to meet requirements.	NO	Staff recommends approval. Type of use does not allow for windows.
	Color of structures must be earth-tone in hue. (Planning Dir. may approve 10% variation).		Earth Tone Colors	YES	NA
	No more than three materials for facades of buildings		New structures will meet the requirements. Calculations for existing structures have not been provided. However	PARTIAL	Staff recommends approval. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.

I-35 Requirements				Standard Met?	Mitigation/ Rationale for Exception
Freeway District	Retail/Commercial	Sub-	Proposed		
			elevations show intent to meet requirements.		
	No single building material may cover more than 80% of the front of any building (except for on-site service or utility structures).		Proposed Cinemark Theatre appears to meet this requirement. Calculations for existing structures have not been provided. However elevations show intent to meet requirements.	PARTIAL	Staff recommends approval of the proposed elevations for Cinemark theatre. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.
	Windows must not be glazed or re-glazed with mirrored/ reflective glass.		No reflective glass	YES	NA
	Must select from list of approved building materials (max 90%; min 70%) Stone, Architectural metal, brick, stucco, granite, marble, painted tilt wall and accent materials (max 30% and min 10%) (UDC 6.7.9 D. 3.g) cast stone, wood, glass block, tile, granite, marble, textured or patterned concrete		New structures will meet the requirements. Calculations for existing structures have not been provided. However elevations show intent to meet requirements.	PARTIAL	Staff recommends approval. New structures will meet and the existing structures will be redesigned to meet the spirit of the ordinance.

FISCAL IMPACT: NA

ATTACHMENTS:

Application and Appeal Request
Conceptual Site Plan
Landscape Plan
Landscape Detail
Elevation Exhibit
Sign Exhibit
Revised Landscape Detail
Cinemark Elevation Exhibit
P&Z Excerpts
Resolution

City of Temple Universal Application

(Incomplete applications will not be accepted)

- | | | |
|---|---|---|
| <input type="checkbox"/> Sketch Plan | <input type="checkbox"/> Zone Change | <input type="checkbox"/> Appeal of Administrative Decision |
| <input type="checkbox"/> Plat Vacation | <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Residential Masonry Exception |
| <input type="checkbox"/> Minor or Amending Plat | <input type="checkbox"/> Planned Development | <input type="checkbox"/> Nonresidential Masonry Exception |
| <input type="checkbox"/> Preliminary Plat | <input checked="" type="checkbox"/> I-35 Exception | <input type="checkbox"/> Park, Facility or Street Renaming |
| <input type="checkbox"/> Final Plat | <input checked="" type="checkbox"/> I-35 Site Plan Review | <input type="checkbox"/> Cost Sharing Offsite Participation |
| <input type="checkbox"/> Variance (Board of Adjustment) | <input type="checkbox"/> TMED Site Plan Review | |
| | <input type="checkbox"/> TMED Variances/Warrants | |

PROJECT INFORMATION:

- Residential Commercial Property Platted Property Not Platted ETJ

Project Name: Gateway Center Parcel(s) Tax ID# (Required): 129862

Project Address (Location): 4501 S. General Bruce Dr. Total Acres: 30

Lot: _____ Block: _____ Subdivision: _____

Outblock (if not platted): _____

Brief Description of Project: Remodel / Redevelopment of "Town & Country Mall"

Current Use Multi-use office # of Existing Lots 1 # of Existing Units 20

Current Zoning General Retail # of Proposed Lots 4 # of Proposed Units 30

Proposed Use office / retail Proposed Zoning same I-35 valuation 8.5m

RECEIVED
DEC 05 2012
City of Temple
Planning & Development

APPLICANT / CONTACT INFORMATION: (This will be the primary contact; please ensure all information is legible)

Name: Will Morris Company Name: Charter Real Estate

Address: 3000 S. 31st Street, Suite 500 City: Temple State: TX

Phone: 254-778-6675 Cell #: 254-624-5830 Fax #: _____

Email Address: will@charterres.com & melissa@charterres.com

PROPERTY OWNER INFORMATION:

Name: Bullish Resources, Inc Company Name: contact Greg Spence, EVP

Address: 10855 IH 10 WEST City: San Antonio State: TX

Phone: (210) 558-5324 Cell #: N/A Fax #: (210) 681-9413

Email Address: gspence@ancira.com

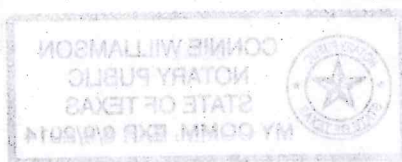
DEVELOPER ENGINEER SURVEYOR INFORMATION: (Please ensure all information is legible)

Name: Justin Fuller Company Name: Clark & Fuller

Address: 215 N. Main St City: Temple State: TX

Phone: 254-899-0899 Cell #: _____ Fax #: _____

Email Address: jfuller@clark-fuller.com



City of Temple Universal Application

(Incomplete applications will not be accepted)

CHECKLIST

Submittal Requirements	All Plats	CUP & PD	Zone Change	Sketch Plan	I-35 Site Plan	I-35 Exception	TMED Site Plan	TMED Variance /Warrant	ZBA Variance	Masonry Exception	Appeal of Administrative Decision
Complete Universal Application	✓	✓	✓	✓	✓		✓		✓	✓	✓
Electronic copy (PDF) of all required materials submitted as hard copies (must be legible)	✓	✓	✓	✓	✓		✓		✓	✓	✓
Hard Copies for all submittals	9	2		9	2		2		1	1	1
Field Notes or Lot and Block Description	✓	✓	✓		✓		✓		✓		
Site Plan Checklist		✓									
Plat Checklist	✓										
I-35 Checklist					✓						
TMED Checklist							✓				
Fee	✓	✓	✓	NA	NA	NA	NA	NA	✓	NA	NA

FEE SCHEDULE

Abandonment	\$100.00 (\$150.00 if broker opinion required)
Board of Adjustment (Variance)	\$75.00
*Preliminary/Final Plat	\$150.00 + \$3.00/lot (residential) or \$10.00/acre (nonresidential)
Street Use License (SUL) (renewed every 15 yrs)	\$150.00
Zone Change/CUP/PD	\$150.00

*The filing fee for a piece of property that is 3.125 acres in size would be a total of \$159.36 (\$150 + [\$3 x 3.12]). City staff uses the second decimal place when calculating a filing fee and **does not round up or down**.

By signing this application, staff is granted access to your property to perform work related to your case. Each signature must be notarized.

SIGNATURE: _____

(Letter of authorization required if signature is other than property owner)

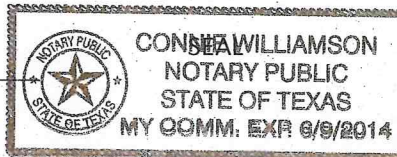
Print or Type Name: _____

William C. Morris IV

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity there instated.

Given under my hand and seal of office on this 5th day of December, 2012.

Connie Williamson
Notary Public Signature



For Department Use Only

Project #: _____

Project Manager: _____

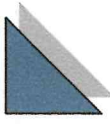
Total Fee(s): _____

Payment Method: _____

Submittal Date: _____

Accepted By: _____

Accepted Date: _____



December 4, 2012

Autumn Speer , Director of Planning & development
2 N. Main Street
Temple, Texas 76501

Re: Exceptions for Gateway Center Project
4501 S. General Bruce Drive

Dear Autumn,

My office is working with Will Morris to provide the submittal for the following exceptions to the I-35 Overlay requirements for the above referenced Project.

Cinemark Building

1. *The 40% glass facade requirement.* You should have the drawings submitted by Beck Architects. We would like for this type of building to be exempted from the 40% requirement.
2. *The height of the Cinemark Blade Marquee.* You should have the drawings submitted by Beck Architects. We would like for this element for this type of building to be exempted since this is a marquee element for the Cinemark brand.

Site and Landscape

1. *The 25' Front Landscape offset*
This plan varies the frontage offset from 12' min. to over 25' in some areas. The square footage of the varying offset plan is actually more than if it was a straight 25' offset. The tighter offsets are needed for the maximum parking layout.
2. *The 10' entry strips have been reduced.* We have maintained a narrower strip.
3. *The 70% of front coverage has been reduced.* Plantings have been grouped to allow for sight lines to retail spaces and placed in key locations at the entry areas
4. *50% berm requirements and berm heights.*
5. *Intermediate parking islands.* We have decreased the required parking islands to increase parking numbers. This is a tight site for the Cinemark facility and all retail envisioned at this site. We have included several 6'x 6' diamond tree wells to provide for trees in the parking area without losing parking spaces. We would prefer to eliminate even these because, in our experience, trees do not do well in this environment.
6. *Reduce the required planting band along Gillmeister Drive.* This will allow a row of valuable parking to the West of the Cinemark building.

We are requesting that this Project be on the Planning Commission agenda for December 17, 2012.

Submitted:

1. Landscape Plan - Designed by John Moon of Moon Designs.
Signage study (not requesting exceptions)
Graphic studies of future Mall remodeling)
2. Site Plan - Clark & Fuller Civil Engineers
3. Cinemark Plan - previously submitted
4. Completed City of Temple Universal Application

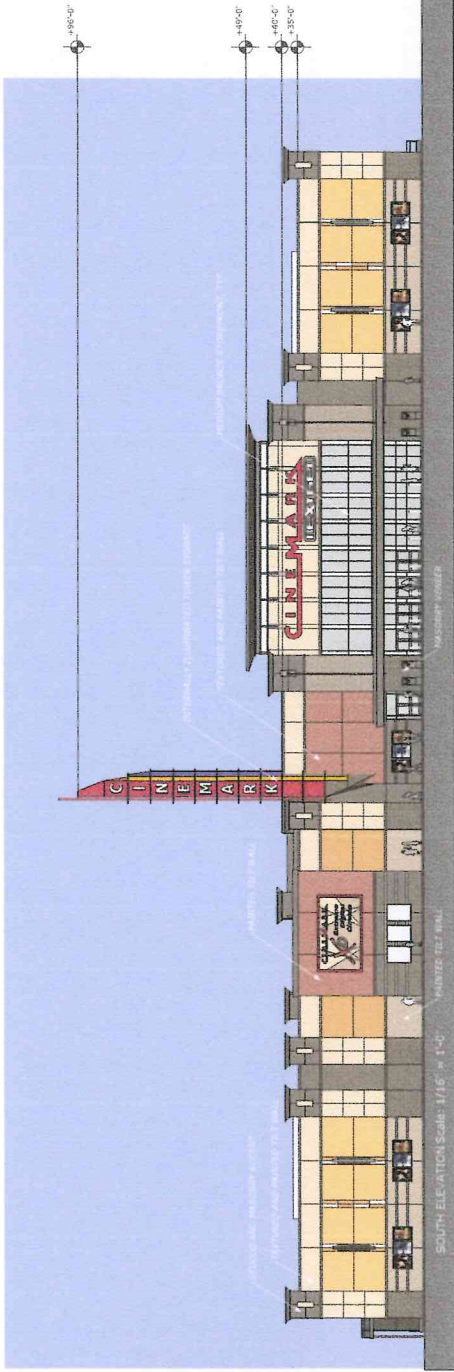
Thank you for working with us on this project. This should be a wonderful addition to our City. Let me know if you need additional.

Sincerely,
Larry Neal / Architects

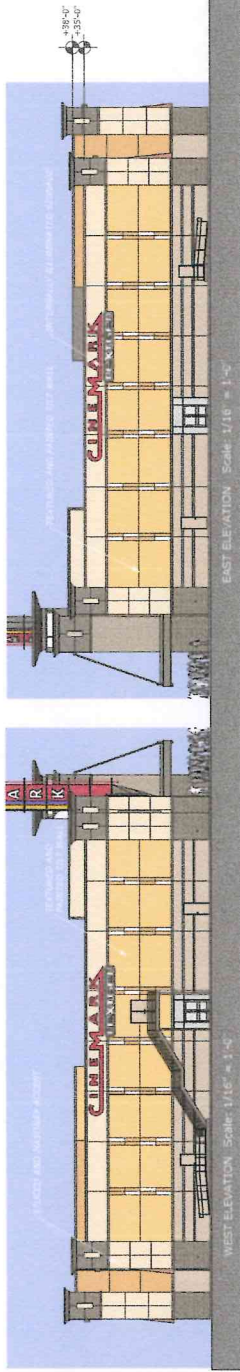
Larry Neal
AIA



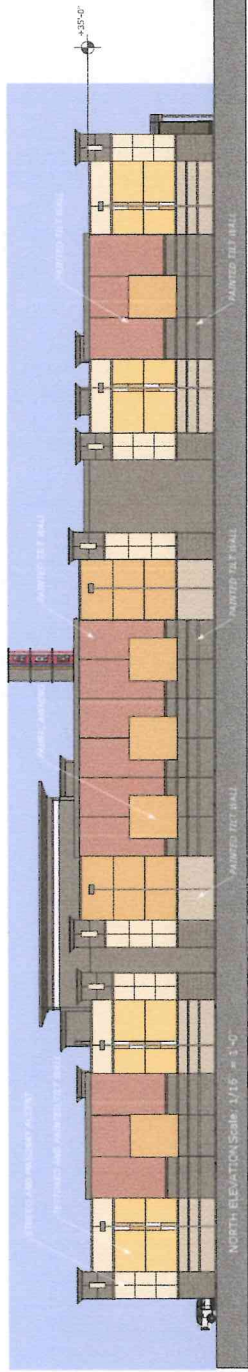
SOUTH ELEVATION PERSPECTIVE










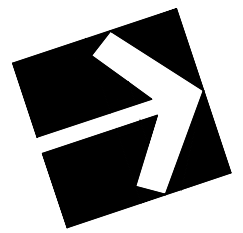
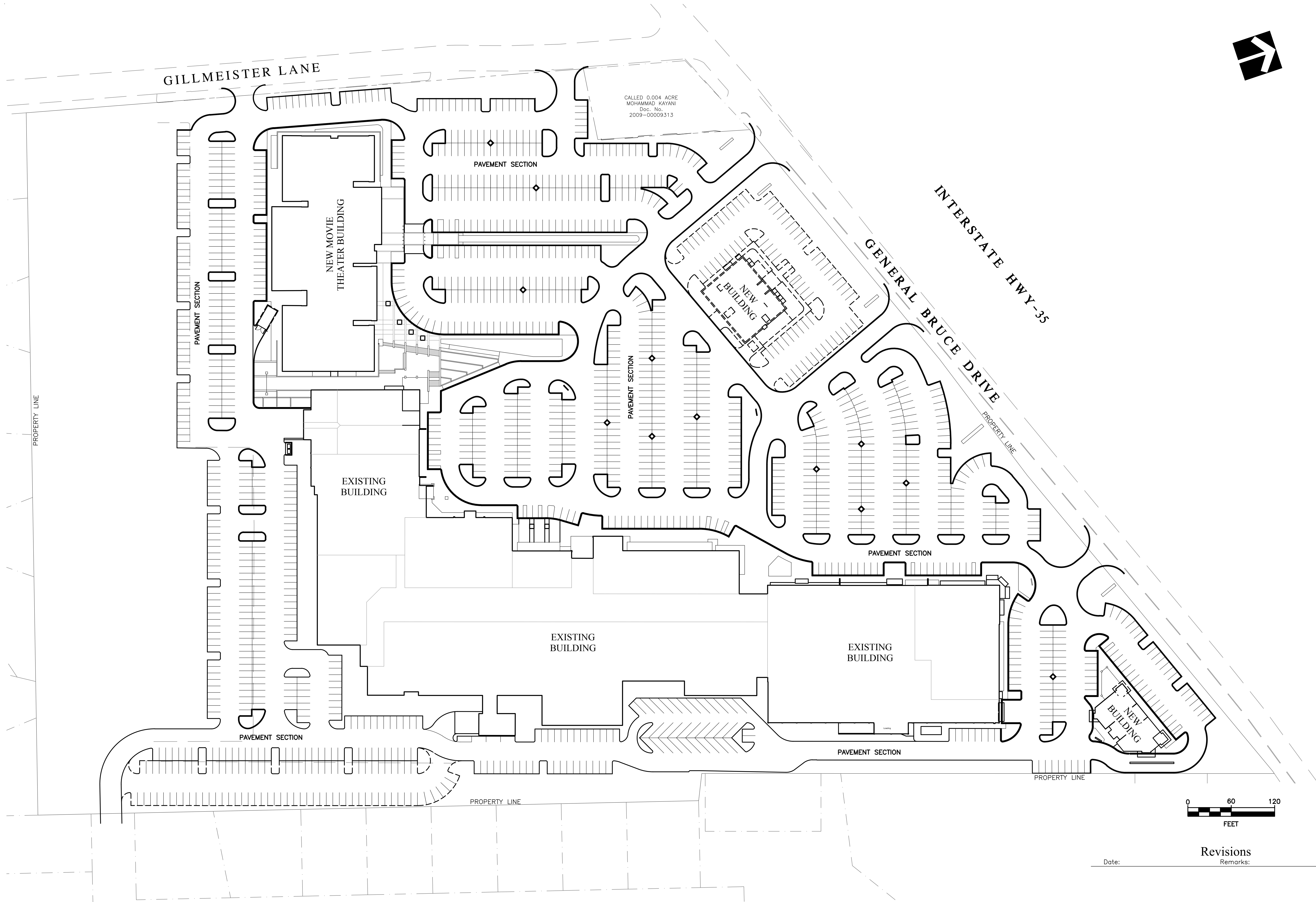
NORTH ELEVATION PERSPECTIVE



ENTRY PERSPECTIVE



-  Enduring Bronze
SW 7055
-  Dapper Tan
SW6144
-  Macadamia
SW6142 Benjamin Moore
1038 Everlast
-  Goldenrod
SW 6109
-  Tigereye
SW 6154
-  Cajun Red
SW 6162
-  Nacre
SW 6154



DRAWING STATUS

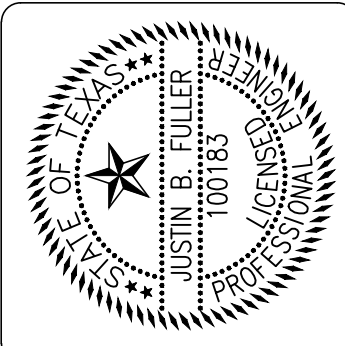
THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF
 ENGINEER P.E. 100183, CLARK & FULLER, PLLC FIRM
 NO. F-10584.

FOR REVIEW ONLY FOR THE PURPOSES OF INTERIM REVIEW ONLY AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. ONLY DRAWINGS ISSUED FOR CONSTRUCTION CAN BE CONSIDERED COMPLETE.

FOR CONSTRUCTION
 FINAL DRAWINGS

**GATEWAY CENTER
 NEW SITE DEVELOPMENT**

TEMPLE, TEXAS



CLARK & FULLER
 CIVIL ENGINEERING • DESIGN • PLANNING

215 North Main Street, Temple, TX 76701
 254.899.0899 www.clarkfuller.com F-10584

CONCEPTUAL SITE PLAN

Project No:	121334-00
Plot Date:	12-4-12
Drawn By:	DGR
Designed By:	JBF

Date: _____ Revisions _____
 Remarks: _____



Qty.	Type	Species
135	Evergreen	Live Oak (majority) or Carolina Cherry Laurel, 3" cal.
28	Deciduous	Bigtooth Maple, Sycamore, or Bradford Pear, 3" cal. One species chosen and used as thematic entry tree.
20	Deciduous	Red Oak, Shumard Oak, or Cedar Elm, 3" cal.
16	Deciduous	Bald Cypress, Pond Cypress, or Lacebark Elm, 3" cal. Used at entries as a special treatment or focal point.
134	Ornamental	Crape Myrtle, Texas Redbud, or Desert Willow.
61,625 sf	Planting bed	Shrubs and grasses from shrub list (Sec 6.7 chart) 20% native grass minimum

Total Site: 120,000 S.F.
 Building: 220,000 S.F.
 Total Site: 340,000 S.F.
 Landscape: 120,000 S.F.
 Ratio: 35.3%

Total Landscape: 120,000 S.F.
 8,100 AC

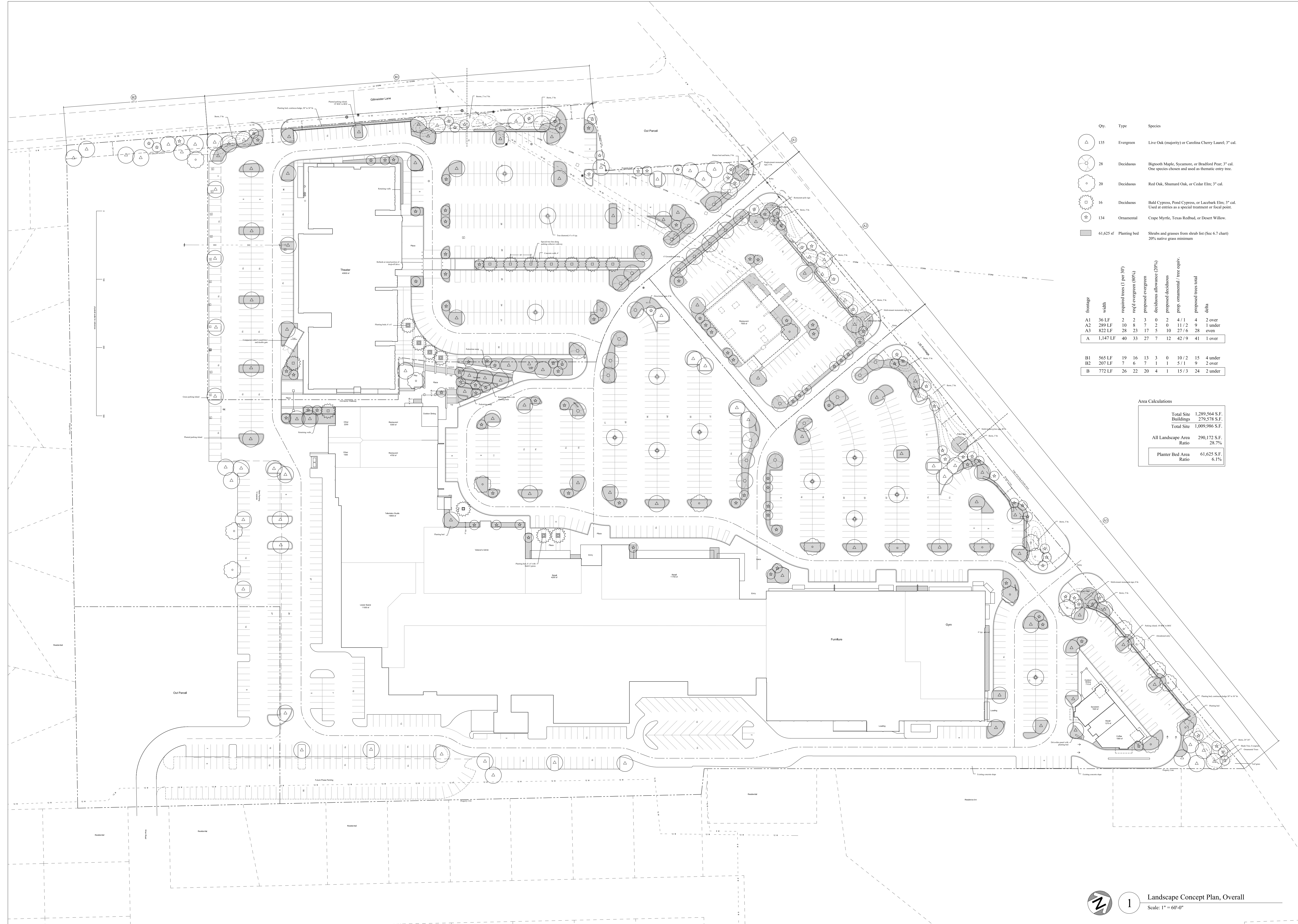
Total Site: 120,000 S.F.
 8,100 AC

Total Building: 220,000 S.F.
 1,610 AC

GATEWAY CENTER
 TEMPLE, TEXAS

LARRY NEAL / ARCHITECT
 1023 CANYON CREEK DRIVE #125
 TEMPLE, TEXAS 76504
 (254) 778-1466

DATE: 12/4/2012 JOB NO.:
 SHEET NO. **LB.1**



Qty.	Type	Species
135	Evergreen	Live Oak (majority) or Carolina Cherry Laurel, 3" cal.
28	Deciduous	Bigtooth Maple, Sycamore, or Bradford Pear, 3" cal. One species chosen and used as thematic entry tree.
20	Deciduous	Red Oak, Shumard Oak, or Cedar Elm, 3" cal.
16	Deciduous	Bald Cypress, Pond Cypress, or Lacebark Elm, 3" cal. Used at entries as a special treatment or focal point.
134	Ornamental	Crape Myrtle, Texas Redbud, or Desert Willow.
61,625 sf	Planting bed	Shrubs and grasses from shrub list (See 6.7 chart) 20% native grass minimum

Footprint	width	required trees (1 per 30')	req'd evergreen (80%)	proposed evergreen	deciduous allowance (20%)	proposed deciduous	prop. ornamental / tree equiv.	proposed trees total	deficit
A1	36 LF	2	2	0	0	4/1	4	2	over
A2	289 LF	10	8	7	2	0	11/2	9	1 under
A3	822 LF	28	23	17	5	10	27/6	28	even
A	1,147 LF	40	33	27	7	12	42/9	41	1 over
B1	565 LF	19	16	13	3	0	10/2	15	4 under
B2	207 LF	7	6	7	1	1	5/1	9	2 over
B	772 LF	26	22	20	4	1	15/3	24	2 under

Area Calculations

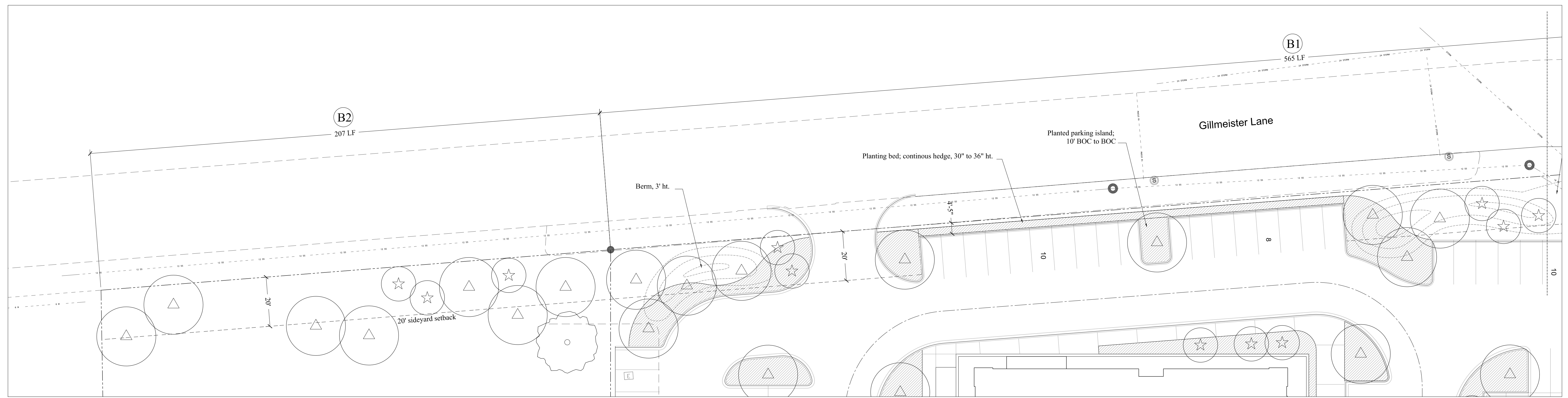
Total Site	1,289,564 S.F.
Buildings	4,279,578 S.F.
Total Site	1,009,986 S.F.
All Landscape Area	200,172 S.F.
Ratio	28.7%
Planter Bed Area	61,625 S.F.
Ratio	6.1%

GATEWAY CENTER
TEMPLE, TEXAS

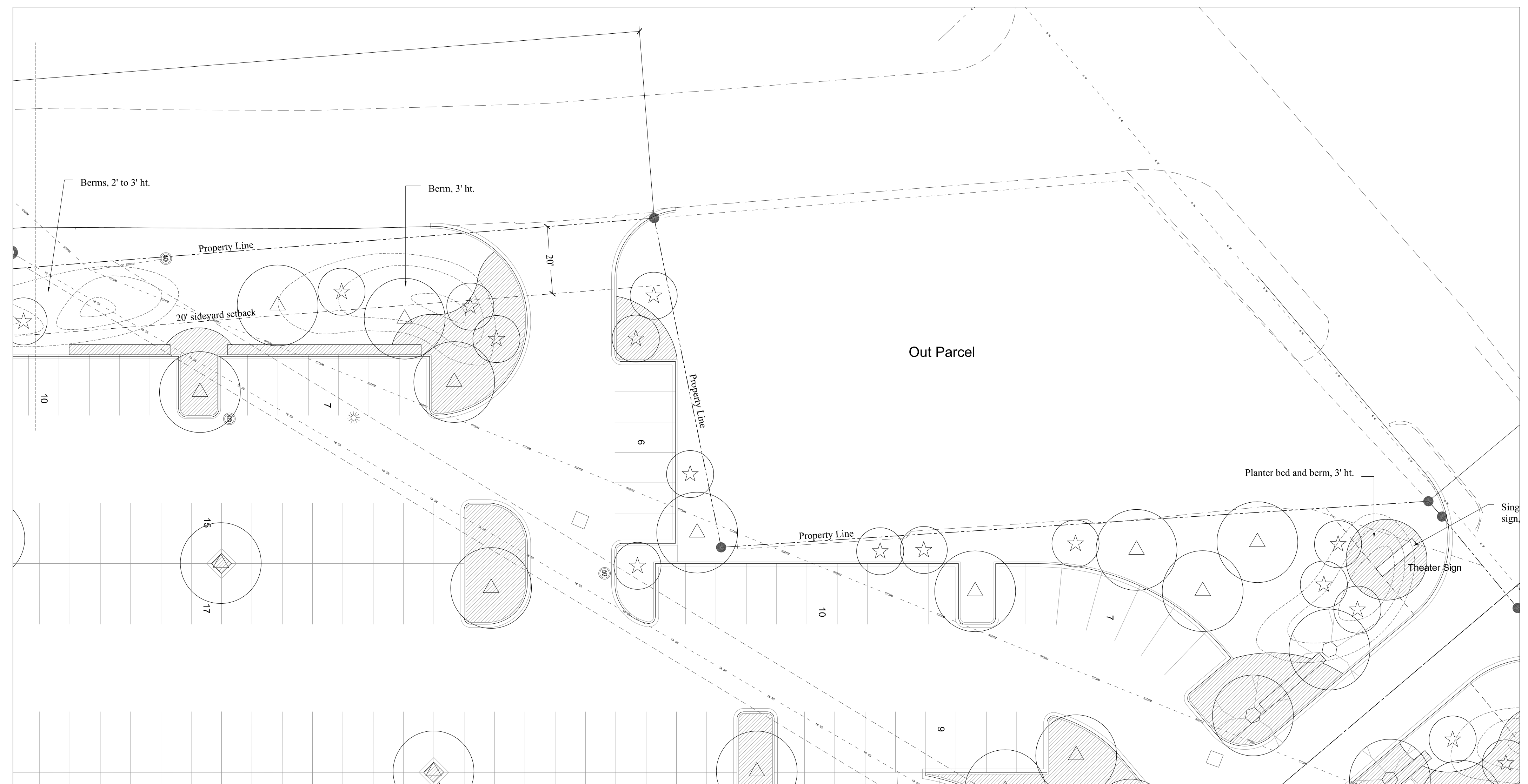
LARRY NEAL / ARCHITECT
1023 CANYON CREEK DRIVE #125
TEMPLE, TEXAS 76504
(254) 778-1466

DATE: 12/14/2012 JOB NO.:
SHEET NO. **LB.2**

Landscape Submittal Plans



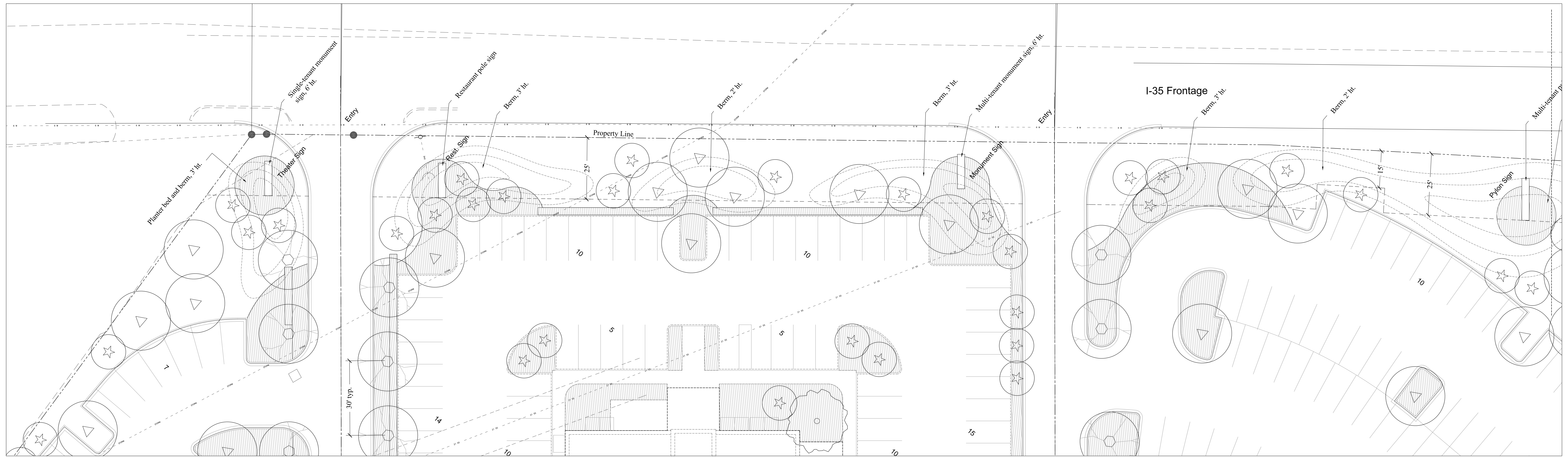
1 Gillmeister Frontage
Scale: 1" = 20'-0"



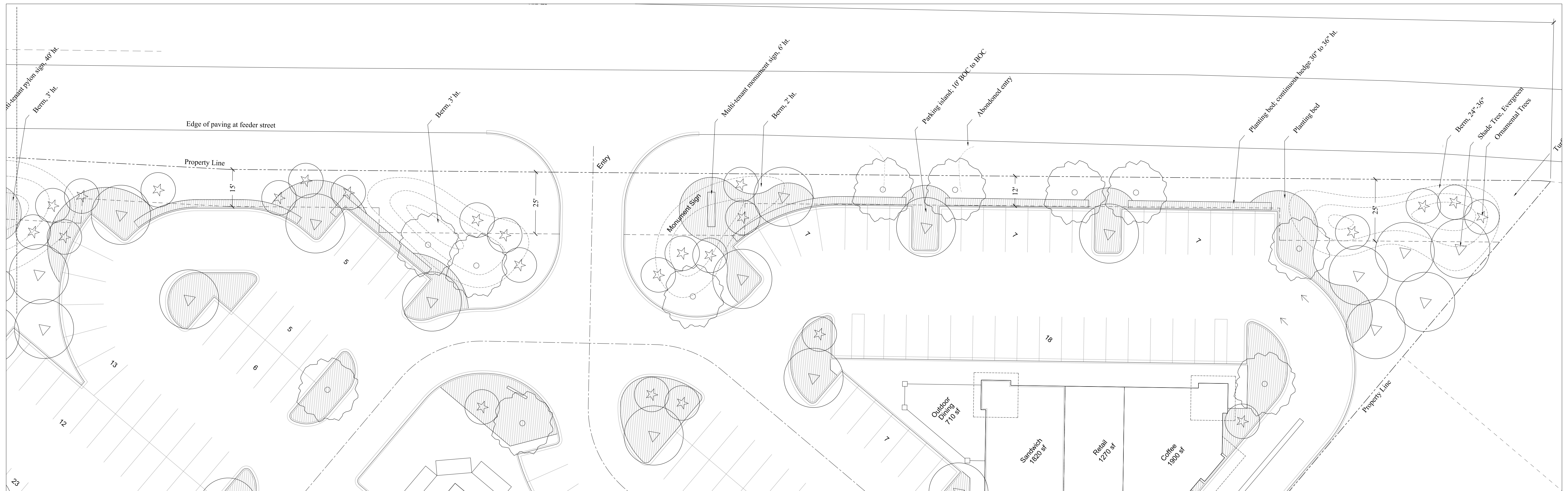
2 Gillmeister Frontage
Scale: 1" = 20'-0"

GATEWAY CENTER TEMPLE, TEXAS	
LARRY NEAL / ARCHITECT 1023 CANYON CREEK DRIVE #125 TEMPLE, TEXAS 76504 (254) 778-1466	LANDSCAPE SUBMITTAL PLANS
DATE: 12/4/2012	JOB NO.:
SHEET NO.	

LB.3

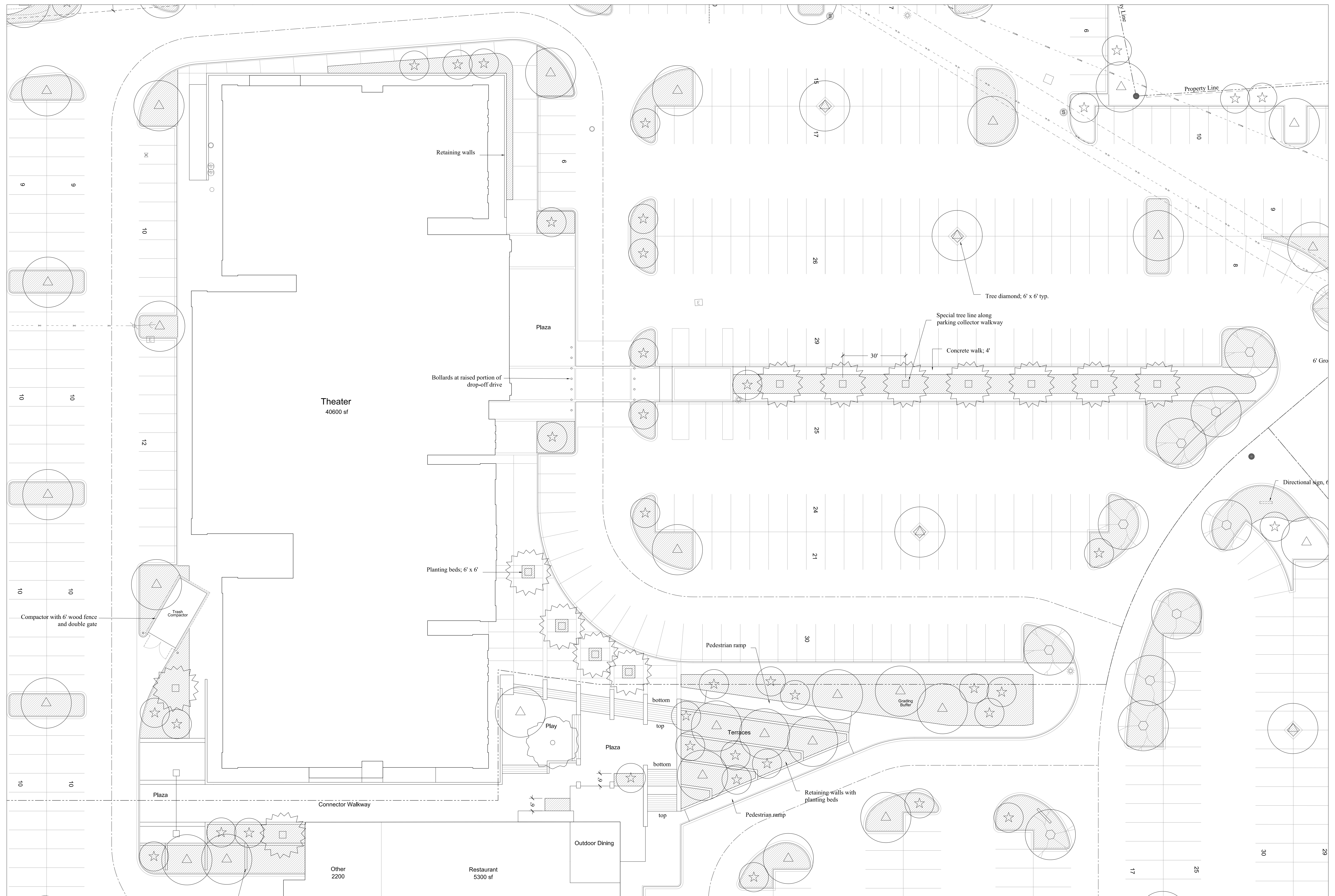


1 I-35 Frontage, West
Scale: 1" = 20'-0"



2 I-35 Frontage, East
Scale: 1" = 20'-0"

GATEWAY CENTER TEMPLE, TEXAS	
LARRY NEAL / ARCHITECT 1023 CANYON CREEK DRIVE #125 TEMPLE, TEXAS 76504 (254) 778-1466	JOB NO.:
DATE: 12/14/2012	SHEET NO.
Landscape Submittal Plans	
LB.4	



GATEWAY CENTER TEMPLE, TEXAS
LARRY NEAL / ARCHITECT 1023 CANYON CREEK DRIVE #125 TEMPLE, TEXAS 76504 (254) 778-1466
Landscape Submittal Plans
DATE: 12/14/2012 JOB NO.:
SHEET NO.

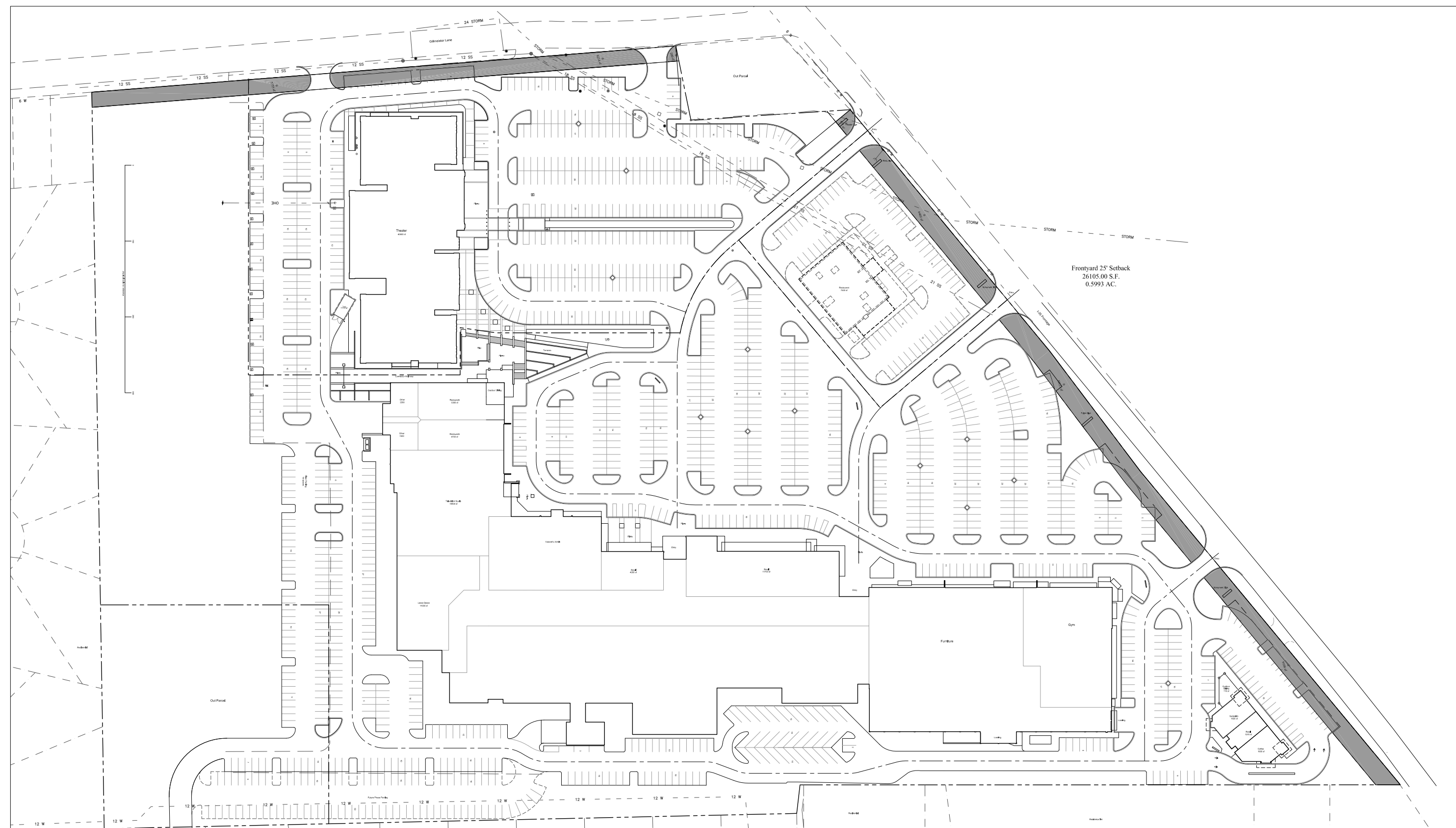
Grand Plaza between Cinemark and Restaurant



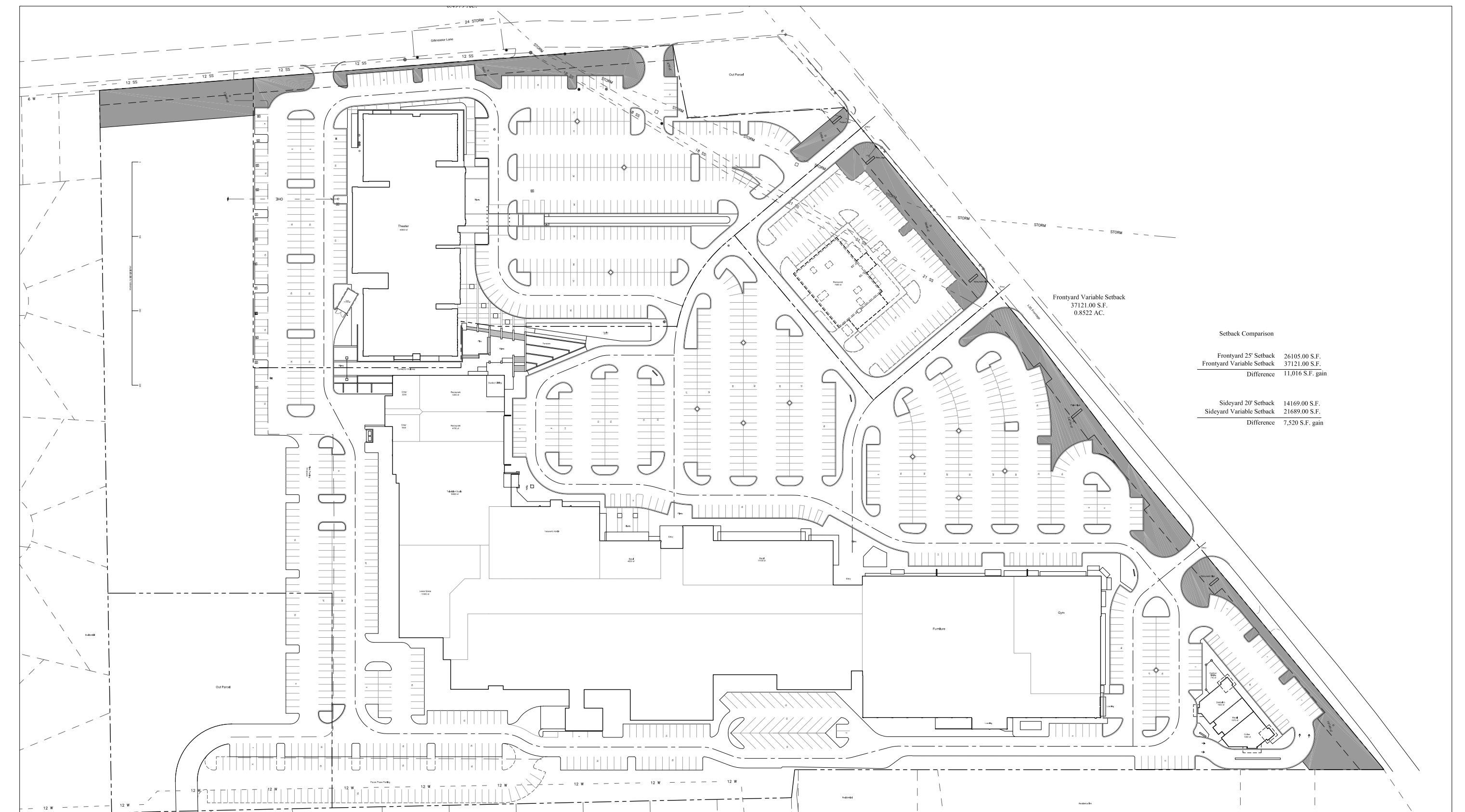
Northern corner, Gym



GATEWAY CENTER TEMPLE, TEXAS	
LARRY NEAL / ARCHITECT 1023 CANYON CREEK DRIVE #125 TEMPLE, TEXAS 76504 (254) 778-1466	JOB NO. ---
DATE: 12/4/2012	LANDSCAPE SUBMITTAL PLANS
SHEET NO.	



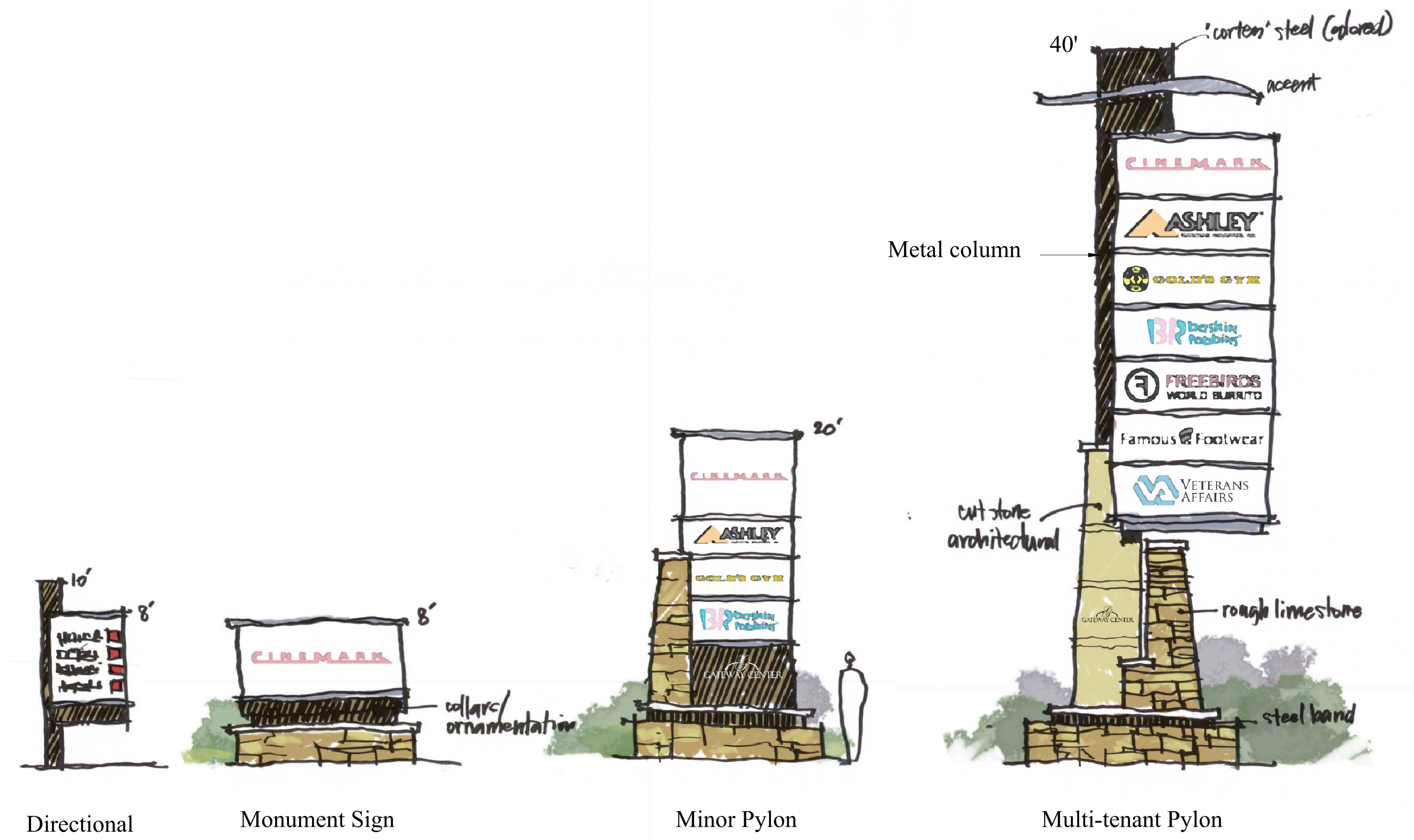
1 Standard 25' Setback
Scale: 1" = 60'-0"



2 Variable Setback
Scale: 1" = 60'-0"

Setback Comparison

Proposed 25' Setback	20,000 sq. ft.
Proposed Variable Setback	21,121 sq. ft.
Difference	1,121 sq. ft. gain
Skipped 20' Setback	14,000 sq. ft.
Skipped Variable Setback	20,000 sq. ft.
Difference	7,500 sq. ft. gain



Directional Monument Sign Minor Pylon Multi-tenant Pylon

3 Signage Concept Sketches
NTS

GATEWAY CENTER TEMPLE, TEXAS	
LARRY NEAL / ARCHITECT 1023 CANYON CREEK DRIVE #125 TEMPLE, TEXAS 76504 (254) 778-1466	DATE: 12/4/2012
JOB NO.: Landscape Submittal Plans	
SHEET NO.	

Autumn Speer
 Director of Community Services
 City of Temple
 2 North Main Street
 Temple, TX 76501

January 3, 2013

re: Gateway Center landscape modifications

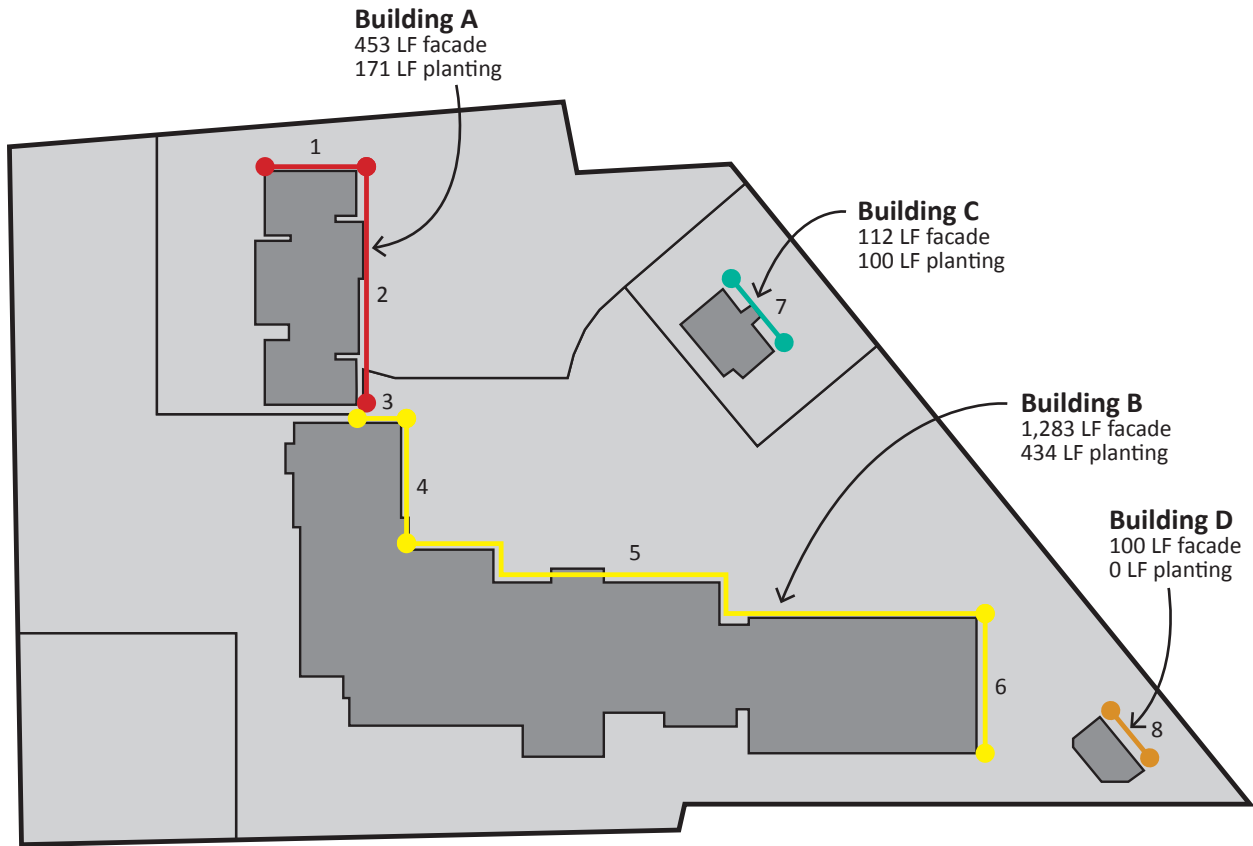
Autumn:

Here are the changes and annotations for Gateway Center.

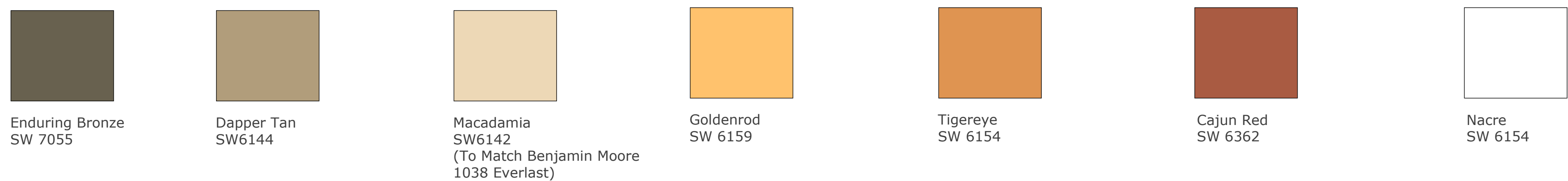
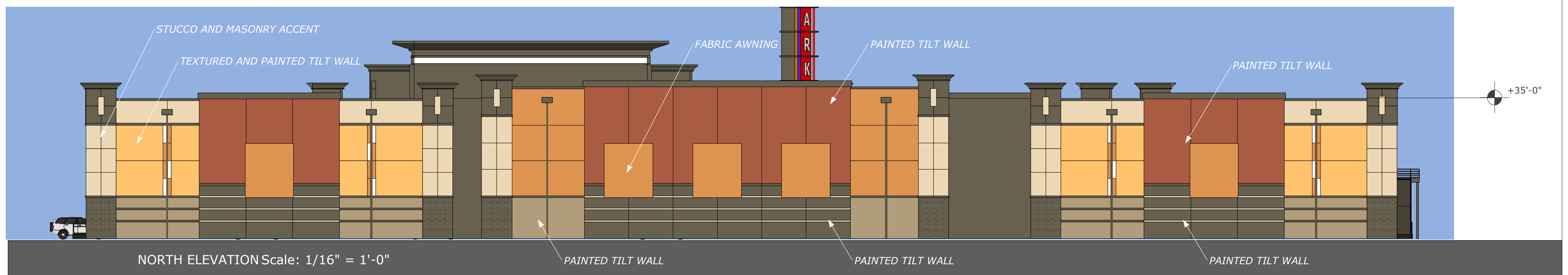
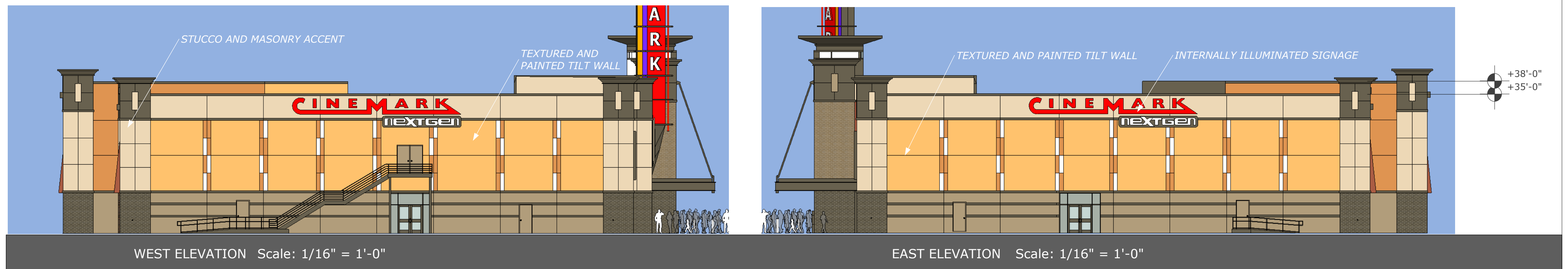
Tree List. Replacements for the non xeric tree types. Changes are boxed. The only exception is Bald Cypress. However, Bald Cypress will only be used in one of the Cinemark parking islands - as an architectural design statement to focus attention to the front door.

	Qty.	Type	Species
	135	Evergreen	Live Oak; 3" cal.
	28	Deciduous	Cedar Elm or Crape Myrtle; 3" cal. One species chosen and used as thematic entry tree.
	20	Deciduous	Red Oak, Chaste Tree (Vitex), or Arizona Cypress; 3" cal.
	16	Deciduous	Bald Cypress or Chinese Pistache; 3" cal. Used only at entries as a special treatment or focal point.
	134	Ornamental	Crape Myrtle, Texas Redbud, or Desert Willow.
	61,625 sf	Planting bed	Shrubs and grasses from shrub list (Sec 6.7 chart) 20% native grass minimum

Foundation Planting. Here are the calculations for the foundation planting. Included are (6) 6' x 6' planting beds that are not immediately adjacent to the building, but do help screen the facade and/or provide landscape softening.



Bldg	Section	Facade Length	Foundation Planting	Percentage
A	1	127 lf	77 lf	61%
A	2	326 lf	94 lf	29%
A total		453 lf	171 lf	38%
B	3	62 lf	12 lf	19%
B	4	176 lf	26 lf	21%
B	5	855 lf	300 lf	35%
B	6	190 lf	96 lf	51%
B total		1,283 lf	434 lf	34%
C	7	112 lf	100 lf	89%
D	8	100 lf	0 lf	0%
total		1,948 lf	705 lf	36%



**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, JANUARY 7, 2013**

ACTION ITEMS

Item 3: Z-FY-13-09: Consider and make a recommendation on an Appeal of Standards in Section 6.7, Unified Development Code related to the I-35 Corridor Overlay Zoning District for Gateway Center, located at 4501 South General Bruce Drive.

Ms. Autumn Speer, Director of Planning & Development, stated this request was for the redevelopment of the Ancira Mall or Mall of America, for Gateway Center and the new theater. It exceeds the 100 percent evaluation so all the requirements have been triggered. Staff would like to see this be the final negotiation for appeals for the applicant so further requirements will not be triggered.

Some remodeling has occurred on the subject property over the last few years which sit on a 30 acre site. The new theater is proposed at almost 41,000 square feet and the rest of the center is proposed for redevelopment.

The current value is \$2.2 million and the proposed improvements exceed \$3 million so 100 percent of the improvements are required.

The overall proposed landscape plan is shown. Part of I-35 landscape requirements have to do with how the front of the property is treated against the street and the internal parking area. The applicant has done their best to meet the buffer requirements and internal landscaping without losing a significant number of parking spaces.

The applicant has revised the tree types so they meet the City approved tree list.

Foundation plantings are required in the I-35 requirements and 70 percent of all buildings facing the street must have foundation plantings and the applicant is not meeting the overall requirements. They are, however, meeting it on certain façades and certain buildings.

Sketches of preliminary signs are shown and all of the proposed signs meet the criteria except for the number of signs.

The materials for the theater meet the requirements. There are a few sign issues and window appeals. Building permits have been submitted for review and will not be approved until the project has been approved.

The applicant has turned in a site plan, met all the curb, gutter and parking requirements, storage restrictions have been met, screening has been met, native grass beds and irrigation is provided for the landscaping, materials and colors for architectural elements have been met, and the minimum landscape area exceeds the required percentage.

Ms. Speer stated this type of facility requires approximately 1700 parking spaces. After all of the landscaping and buffer needs, there are about 1500 remaining spaces, 70 which are proposed for future use. Staff recommends approval of this.

Foundation plantings are at 36 percent overall and Staff feels they meet the overall intent of the overlay standards and approve this.

The landscape buffer meets the requirements along General Bruce Drive and they have exceeded the area required. Staff recommends approval of this portion.

Staff recommends a 10 foot landscape buffer between the residential properties at the rear of the buildings and the proposed new parking area to provide some sort of screening for the residences.

Berms and shrubs are proposed for the majority of the area and Staff recommends approval. The landscape buffer plantings meet the intent with the number of trees.

Approximately 143 interior parking islands would be required based on the number of parking spaces. The terminal parking islands have been met for the majority and the median islands have only been provided at the entryways, however, Staff feels this is consistent with the overlay requirements.

Sixty percent required trees must be evergreen and applicant has only provided 40 percent. Staff would like to see the applicant swap out some of the deciduous ornamental trees for some evergreen ornamental trees, which would equal approximately 66 trees.

Berms have been provided along the front edge at key intersections and will meet the intent.

Permitted sign types in I-35 are wall signs, one per façade. The Cinemark has proposed three: one blade sign and two wall signs. Staff recommends one of the primary wall signs be removed and the blade sign be reduced in height. Currently the blade sign is 96 feet tall and Staff recommends the blade sign be 15 feet above the building making it a total of 60 feet tall. No wall signs are allowed to project above the building in I-35 and the tallest sign permitted in I-35 is 40 feet. This would allow the applicant to have a 60 foot tall sign.

The I-35 Ordinance allows one sign for 300 feet so four signs are allowed. Staff is requesting one sign be removed.

Staff recommends approval of all architectural issues since they meet the intent of the Ordinance.

Staff recommendation is a four foot sidewalk be provided along Gillmeister, the applicant meet the 60 percent evergreen requirement, the applicant maintain a 10 foot buffer between the residential properties and proposed new parking area, that a small wall sign be eliminated on the theater, that the maximum height of the proposed blade sign be 15 feet above the building reducing the total height to 60 feet, a reduction of one monument sign on the restaurant pad site and that this be the final appeal for this project so any additional remodeling or interior work may be done without further negotiation.

Discussion about the I-35 sign requirements. Staff is asking for removal of one of the additional Cinemark signs.

Ms. Speer stated the applicant was not in favor of replacing trees with more evergreens.

Ms. Speer explained the residential area is very close to the future proposed parking area and Staff would like to maintain the space currently existing. The I-35 requirement is 20 feet. The applicant would lose approximately 35 parking spaces in that area.

A public hearing is not requested but Chair Staats wanted to take public comments.

Mr. Will Morris, 3000 S. 31st St., Temple, Texas thanked the Staff for all their hard work on this project and this development would really upgrade the area. Cinemark is the main thrust of the new development.

Mr. Morris stated they would be working with an existing site and only tearing down one building. As the tenants are added, along with having a restaurant pad site and adding all the landscaping, the available parking is shrinking which is why the rear of the site was considered. Mr. Morris stated they were happy with screening the area, such as a nice wood fence or something.

Mr. Morris addressed the signage for Cinemark. His concern was the image the City of Temple is portraying to new businesses coming into the area and looking at Temple. The sign at issue is one of Cinemark's new technology trademarks claiming what sets them apart from older theaters. The blade sign is tall. The movie theater would like to be seen from far away as possible and set them apart. Although the sign is taller than allowed, the sign is part of their new look and creates interest.

Mr. Morris stated they were working with a maximum of a 40 foot multi-tenant sign which has less room which is why more signs were added.

Mr. Morris explained many of the trees Staff is asking to be traded out are Crepe Myrtle trees. Landscaping should include trees that provide color at different times of the year. Evergreens do not necessarily provide color.

Mr. Morris describes the proposed signs in detail.

Chair Staats asked how far back Cinemark was from the I-35 right-of-way and Mr. Morris stated 400 to 500 feet.

Corrections are stated regarding designations and descriptions of some of the signage previously indicated.

Ms. Speer stated the applicant was providing 40 percent of evergreens and the requirement was 60 percent. Chair Staats asked if Mr. Morris would meet in the middle (50 percent) and Mr. Morris agreed.

The 10 foot buffer between the residents was discussed. Commissioner Rhoads stated parking was necessary due to the many offices currently existing and the proposed businesses and theater would also need parking. A wooden fence is currently along the residential area. Commissioner Johnson stated the residential area was higher (in grade) than the business center. Mr. Morris stated there was a retaining wall under there and maybe six to seven feet above the finished grade of the drive isle behind the center.

Commissioner Rhoads stated if the residents were asked they would be in agreement to have the center done since it is an eyesore now. He did not believe the 10 foot buffer was needed and a wood privacy fence would be fine. Discussion about fences.

Ms. Speer stated there would be no landscape requirements on the 10 foot buffer, just maintained.

Commissioner Magaña asked if a fence was even necessary. Commissioner Johnson replied if the area were to be redone, the same type of fence all the way across would be nice. It would look better. Ms. Speer suggested a masonry fence since an eight foot wood fence would eventually deteriorate. Mr. Morris stated they would prefer to do an eight foot wood fence and stain it to look nice. More discussion about fence deterioration, maintenance and height. Chair Staats suggested using metal poles for more stability. Mr. Morris stated they could do metal poles. Ms. Speer stated that, according to the I-35 requirements, a masonry wall matching the architectural style and color of the building is required between properties when a nonresidential use abuts a residential use or zoning district and has to be no less than six feet and no more than eight feet. This will need to be added to the appeals since it is required.

Chair Staats stated he had no problems with the signage. The blade sign would be 400 feet away and not right on I-35. Commissioner Rhoads agreed and stated redoing the center was a great thing for the City. Commissioner Magaña stated the signs should stay the same and it is their logo. Commissioner Talley agreed.

Commissioner Johnson stated he would like to see it lower. A precedent needs to be set and the sign is higher than the maximum allowed. It did not have to be as tall as requested.

Commissioner Talley stated for the amount of money they were investing, they should have their sign. Commissioner Rhoads agreed and in favor of the signage as stated. Commissioner Magaña agreed.

It was agreed that 50 percent of the trees would be evergreens.

Commissioner Rhoads made a motion to approve Item 3, Z-FY-13-09, with no sidewalk, required 50 percent evergreens, in lieu of the masonry fence, a landscape buffer requiring a six foot wood fence with steel posts, and signage as stated. Commissioner Talley made a second.

Motion passed: (7:0)

Commissioners Martin and Harrell absent

RESOLUTION NO. _____

[PLANNING NO. Z-FY-13-09]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS IN SECTION 6.7 OF THE UNIFIED DEVELOPMENT CODE RELATED TO THE I-35 CORRIDOR OVERLAY ZONING DISTRICT FOR LANDSCAPING, BUILDING IMPROVEMENTS, NEW CONSTRUCTION AND SIGNS FOR GATEWAY CENTER LOCATED AT 4501 SOUTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on January 7, 2013, the Planning and Zoning Commission approved an appeal of standards of Section 6.7 of the Unified Development Code related to the I-35 Corridor Overlay Zoning District for landscaping, building improvements, new construction and signs for Gateway Center located at 4501 South General Bruce Drive;

Whereas, the applicant is requesting an appeal of the standards as follows:

- 4' sidewalk along the Gillmeister Lane frontage;
- 60% evergreen requirement – effectively changing 66 ornamental trees to evergreen species;
- 10' landscape buffer be maintained between the residential property and the proposed new parking area;
- the small wall sign be eliminated on the theatre;
- maximum height of the proposed blade sign be 15' above the building, reducing the height to 60';
- reduction of one monument sign on the restaurant pad site;

Whereas, staff recommends approval of the appeal relating to the landscaping, building improvements, new construction and signs for Gateway Center located at 4501 South General Bruce Drive; and

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

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

Part 1: The City Council authorizes an appeal of standards to Section 6.7 of the Unified Development Code, related to the I-35 Corridor Overlay Zoning District for landscaping, building improvements, new construction and signs for Gateway Center located at 4501 South General Bruce Drive, as follows:

- 4' sidewalk along the Gillmeister Lane frontage;
- 60% evergreen requirement – effectively changing 66 ornamental trees to evergreen species;
- 10' landscape buffer be maintained between the residential property and the proposed new parking area;
- the small wall sign be eliminated on the theatre;
- maximum height of the proposed blade sign be 15' above the building, reducing the height to 60';
- reduction of one monument sign on the restaurant pad site;

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 **17th** day of **January**, 2013.

THE CITY OF TEMPLE, TEXAS

WILLIAM A. JONES, III, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Jonathan Graham
City Attorney



CITY COUNCIL ITEM MEMORANDUM

01/17/13
Item #5
Regular Agenda
Page 1 of 2

DEPT. / DIVISION SUBMISSION & REVIEW:

Autumn Speer, Director of Planning and Development

ITEM DESCRIPTION: P-FY-13-11: Consider adopting a resolution approving a Final Plat for Gateway Center, a ± 29.60 acre, 4-lot, General Retail subdivision, with a developer requested exception to Section 8.1.3A(7) of the Unified Development Code related to fire hydrant placement and spacing requirements and a sidewalk waiver per Section 3.10 of the UDC for a 4-foot sidewalk along Gillmeister Lane, being out of the George Givens Survey, Abstract No. 345, Bell County, Texas, located at 4501 South General Bruce Drive.

PLANNING & ZONING COMMISSION RECOMMENDATION: At its January 7, 2013 meeting, the Planning and Zoning Commission voted 5/2 to recommend approval on a Final Plat for Gateway Center, a + 29.60 acre, 4-lot General Retail subdivision, approve developer requested exception to Section 8.1.3A(7) of the Unified Development Code (UDC) related to fire hydrant spacing requirements and approve a sidewalk waiver per Section 3.10 of the UDC for a 4-foot sidewalk along Gillmeister Lane.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

Staff recommends approval of the Final Plat, the exception to UDC Section 8.1.3A(7) for hydrant placement and spacing requirements for Gateway Center and disapproval of a sidewalk waiver for a 4-foot sidewalk on Gillmeister Lane, subject to City Council's approval of the applicant's requested exception to Section 8.1.3A(7) of the Unified Development Code.

ITEM SUMMARY: The Development Review Committee reviewed the Final Plat for Gateway Center on December 17, 2012 and December 27, 2012. The plat was deemed administratively complete on January 3, 2013.

The Final Plat of Gateway Center is a 4-lot, non-residential (General Retail) subdivision located south of I-35 along South General Bruce Drive east of Gillmeister Lane and west of Blue Jay Drive and north of Briarwood Drive.

The subject property is bordered by General Bruce Drive to the north and Gillmeister Lane to the west, which has been identified in the Thoroughfare Plan as a Collector street. Gillmeister Lane provides 60' of pavement width and 55' of right-of way.

Since Gillmeister Lane is identified as a collector street, a 4-foot sidewalk is required. A sidewalk waiver will not be supported by staff. A 4-foot sidewalk would be required along an approximate distance of 772.72 feet down Gillmeister Lane.

As there are existing utilities located on-site to service the existing development, sewer and water service has already been established. A 12" sewer line is available in Gillmeister Lane; a 6" sewer line is also available along the eastern property line. A 12" waterline is also available along the eastern property boundary as well as a 6" waterline along S. General Bruce Drive.

City Council is the final plat authority since the applicant requests an exception to UDC Section 8.1.3A(7) specifically relating to fire hydrant placement and spacing requirements.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

Final Plat
Topo/Utility Map
Letter of Requested Exception
P&Z Excerpts
Resolution

FINAL PLAT of GATEWAY CENTER

WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

Being part of the GEORGE GIVENS SURVEY, ABSTRACT 345, Bell County, Texas, being all of a called 24.594 Acre tract conveyed to BULLISH RESOURCES, INC. in Volume 3666, Page 215, Official Public Records of Real Property, Bell County, Texas.

This plat is to accompany a metes and bounds description of the herein shown 24.60 acre tract.

STATE OF TEXAS
COUNTY OF BELL

BULLISH RESOURCES, INC., A TEXAS CORPORATION, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS GATEWAY CENTER, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

BY: _____ DATE _____
GREG SPENCE, EXECUTIVE VICE PRESIDENT
BULLISH RESOURCES, INC., A TEXAS CORPORATION

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG SPENCE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2013.

NOTARY PUBLIC, STATE OF TEXAS

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2013.

CHAIRPERSON _____ SECRETARY, PLANNING & ZONING _____

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF KING'S COVE, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE ON THE _____ DAY OF _____, 2012. SAID SUBDIVISION SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF TEMPLE, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 2013.

CITY SECRETARY _____

AFFIDAVIT:

The Tax Appraisal District of Bell County, the taxing authority for all taxing entities in Bell County, Texas, does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this the _____ day of _____, 2013.

By: _____
Bell County Tax Appraisal District

STATE OF TEXAS
COUNTY OF BELL

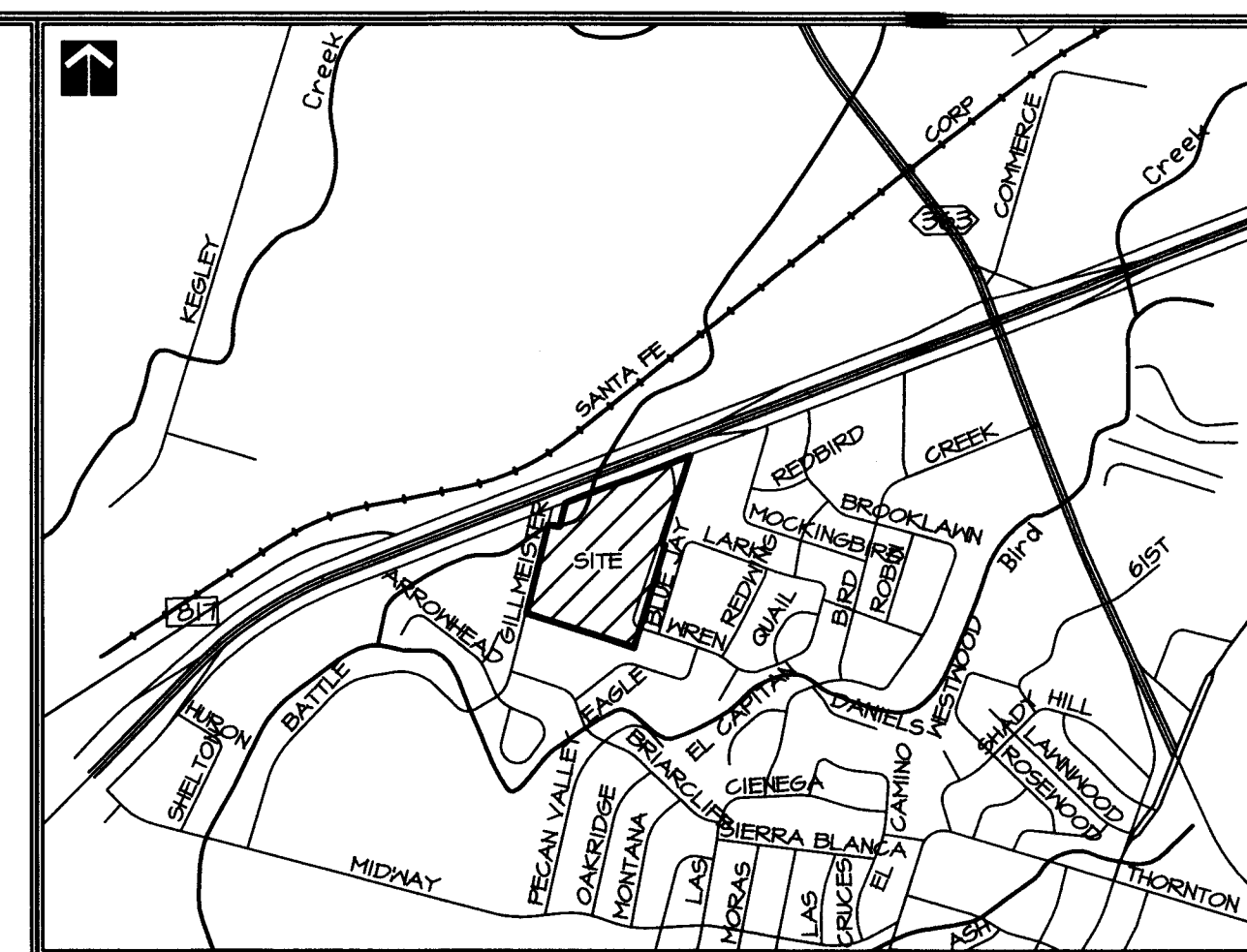
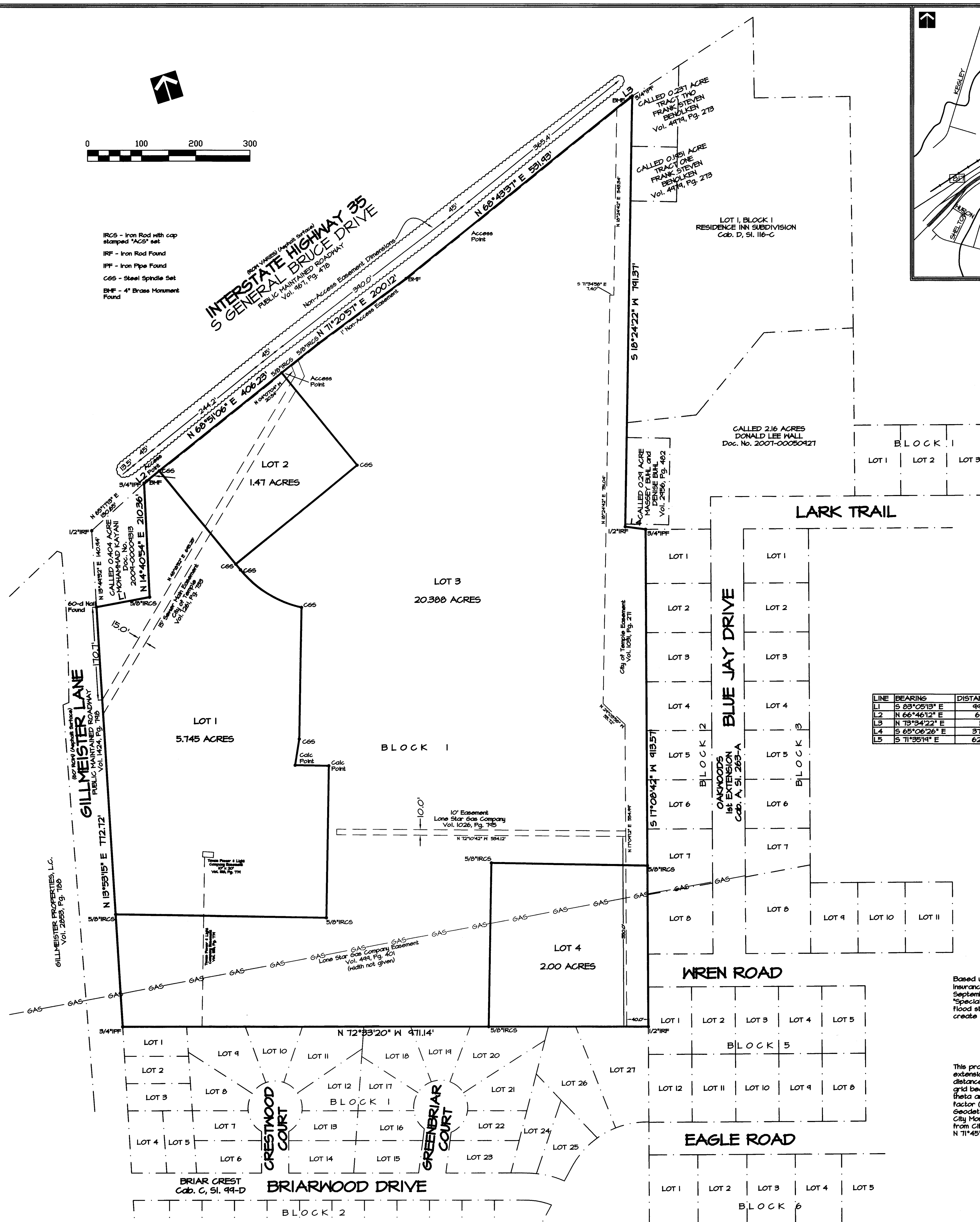
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

JUSTIN FULLER, PE
Registration Number 100183

STATE OF TEXAS
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

CHARLES C. LUCKO, R.P.L.S. DATE SURVEYED: OCTOBER 10, 2012
REGISTRATION NO. 4636



VICINITY MAP - N.T.S.

LINE	BEARINGS	DISTANCE
L1	S 23°05'13" E	84.78
L2	N 66°46'12" E	6.09
L3	N 73°34'22" E	3.41
L4	S 65°06'26" E	31.85
L5	S 71°35'14" E	62.27

LOTS - 4
BLOCKS - 1
AREA - 24.60 ACRES

RECORDATION INFORMATION:
PLAT RECORDED IN CABINET _____ SLIDE _____ PLAT RECORDS OF BELL COUNTY, TEXAS
DEDICATION RECORDED IN INSTRUMENT NO. _____ OFFICIAL PUBLIC
RECORDS OF REAL PROPERTY OF BELL COUNTY, TEXAS
FILED THIS THE _____ DAY OF _____, 2013.

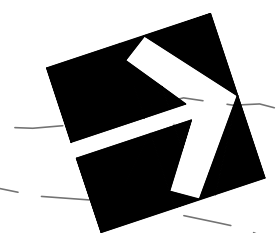
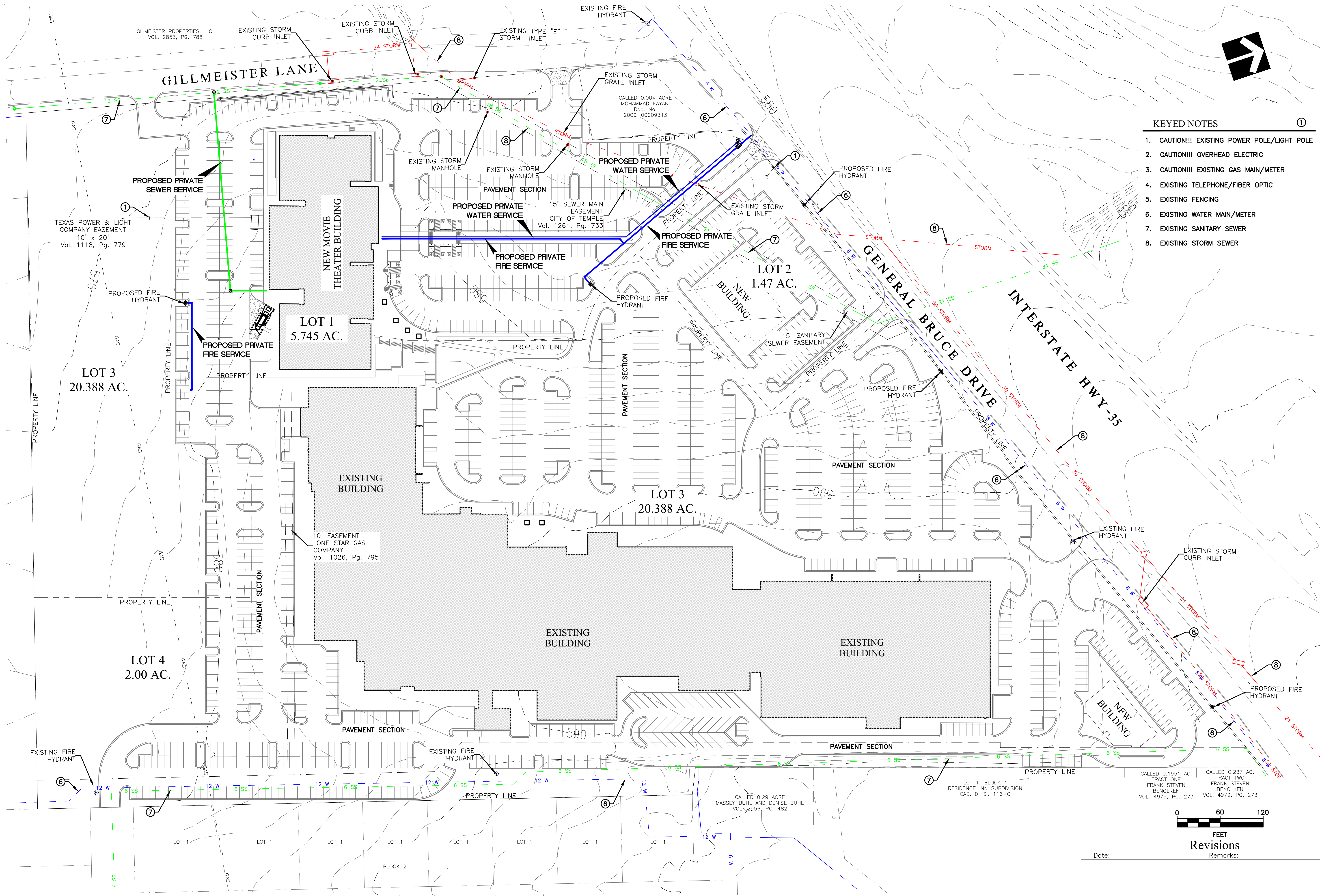
Based upon what can be scaled from the graphics shown on Federal Insurance Rate Map (FIRM), Community Panel No. 48021C0335E, dated September 26, 2008, the above shown property DOES NOT appear within the "Special Flood Hazard Area", and appears to be situated in Zone X. This flood statement does not imply that this tract will never flood, nor does it create any liability in such event on the part of this surveyor or company.

This project is referenced to the City of Temple Coordinate System, an extension of the Texas Coordinate System of 1983, Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 3. The theta angle at City Monument No. 33 is 01° 31' 42". The combined correction factor (CCF) is 0.999847. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Published City coordinates for City Monument No. 3 are N= 10,368,405.891 E= 3,225,333.17 Reference tie from City Monument No. 3 to the northeast corner of said 24.60 Acre tract is N 71°45'46" W 9734.16 feet.

FINAL PLAT of
GATEWAY CENTER
WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

ALL COUNTY SURVEYING, INC.
1303 South 21st Street, Temple, Texas 76504
(254) 778-2272 FAX (254) 774-7608

Plot date: 12-9-2012
Job No: 120636.1
Date: 10-10-2012
Scale: 1" = 100'
Drawing No: 12063601P
Drawn By: SLW
Checked By: CCL



KEYED NOTES ①

1. CAUTION!!! EXISTING POWER POLE/LIGHT POLE
2. CAUTION!!! OVERHEAD ELECTRIC
3. CAUTION!!! EXISTING GAS MAIN/METER
4. EXISTING TELEPHONE/FIBER OPTIC
5. EXISTING FENCING
6. EXISTING WATER MAIN/METER
7. EXISTING SANITARY SEWER
8. EXISTING STORM SEWER

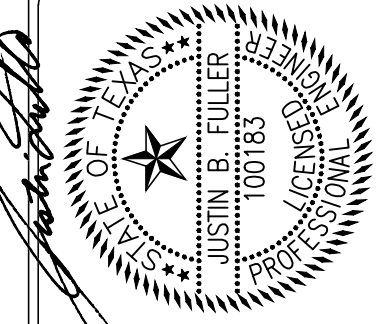
DRAWING STATUS

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF THE STATE OF TEXAS, PROFESSIONAL ENGINEER P.E. 100163, CLARK & FULLER, PLLC FIRM NO. 17-10384-0001. THIS DRAWING IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW ONLY AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. ONLY DRAWINGS ISSUED FOR CONSTRUCTION CAN BE CONSIDERED COMPLETE. EGBL CONSTRUCTION FINAL DRAWINGS

**GATEWAY CENTER
NEW SITE DEVELOPMENT**

TEMPLE, TEXAS

1-2-13

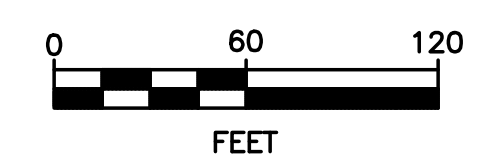


CLARK & FULLER
CIVIL ENGINEERING • DESIGN • PLANNING
215 North Main Street, Temple, TX 76781
254.899.8999 www.clarkfuller.com F-10384



Project No: 121334-00
Designed By: JBF
Plot Date: 1-2-13
Drawn By: DGR

TOPOGRAPHIC AND UTILITY MAP



Date: _____
Revisions _____
Remarks: _____

C2.1



215 North Main Street
Temple, Texas 76501
(254) 899-0899
Fax (254) 899-0901
www.clark-fuller.com
Firm Reg. Number: F-10384

January 2, 2013

Re: Gateway Center – Fire Hydrant Exception Request Adjacent to Gillmeister Lane

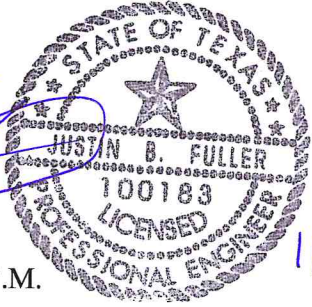
To Whom It May Concern:

Please accept this letter as a request on behalf of Bullish Resources, Inc. for an exception to the 300 foot Fire Hydrant spacing requirement adjacent to **Gillmeister Lane** per the City of Temple UDC 8.1.3 and City of Temple Ordinance 12 – Fire Prevention and Protection for the Gateway Center Development Sec. 12-14.B.2 that states “As non-residential zoned property is developed, fire hydrants shall be located a maximum spacing of three hundred (300) feet as measured along the length of the roadway and no part of any structure shall be further than five hundred (500) feet from the fire hydrant as measured by the route that a fire hose is laid.”

The Gateway Center Development is located at the southeast corner of Gillmeister Lane and S. General Bruce Drive (refer to Gateway Center Plat and Topography Utility Map). The site currently contains the Outdoor America Mall.

The proposed re-development of the property includes demolition of the Ancira portion of the existing building for the construction of a proposed movie theater. There is also a proposed restaurant pad site, a proposed retail building and a proposed remodel of the existing mall building to remain. As part of the re-development new fire hydrants will be installed on the existing 6” water main adjacent to S. General Bruce Drive to comply with the 300 foot spacing requirement as stated in the above ordinance. Furthermore, there are existing and proposed fire hydrants located within the subject property so that no portion of the existing or proposed buildings will be more than 500 feet from a fire hydrant. However, there is currently no existing water main adjacent to the subject property along Gillmeister Lane. Therefore, we are requesting an exception to the 300 foot Fire Hydrant spacing requirement adjacent to Gillmeister Lane.

Sincerely,



1/2/13

Justin Fuller, P.E., C.F.M.
Clark & Fuller, PLLC

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 17, 2012**

ACTION ITEMS

Item 2: P-FY-13-11: Consider and make a recommendation on a Final Plat for Gateway Center, a 29.60 + acre, 4-lot, General Retail subdivision, with a developer requested exception to Section 8.1.3A(7) of the Unified Development Code (UDC) related to fire hydrant placement and spacing requirements and a sidewalk waiver per Section 3.10 of the UDC for a 4-foot sidewalk along Gillmeister Lane, being out of the George Givens Survey, Abstract No. 345, Bell County, Texas, located at 4501 South General Bruce Drive.

Mr. Mark Baker, Planner, stated this was a final plat for Gateway Center, located on the south side of I-35 along south General Bruce Drive, east of Gillmeister Lane, west of Blue Jay Drive and north of Briarwood Drive. The City Council is the final plat authority since the developer requests exceptions to the UDC.

DRC deemed the plat administratively complete on January 3, 2013 and the property is zoned General Retail (GR) and the developer has requested an exception to the Unified Development Code (UDC) Section 8.1.3 A.7. related to fire hydrant placement spacing requirements.

There is an existing 12 inch sewer line and a six inch sewer line located and available in Gillmeister and on the eastern property line. An existing 12 inch water line is also available along the eastern property line as well as a six inch water line along South General Bruce Drive.

Staff recommends approval of the final plat with the requested exception to the UDC Section 8.1.3 A.7. for hydrant placement and spacing requirements for Gateway Center. Staff disapproves of the sidewalk waiver for a four foot sidewalk on Gillmeister Lane.

Chair Staats invited public comments, although a public hearing was not required.

Mr. Will Morris, 3000 S. 31st St., Temple, Texas, stated the reasons for the exception to the four foot sidewalk along Gillmeister was because the area would not have a lot of foot traffic, nor does Gillmeister Lane lead into a high traffic neighborhood. Sidewalks are good but not if they serve no purpose.

Commissioner Rhoads asked how long the sidewalk was supposed to be. Mr. Morris responded he was not sure and that they did not control the corner where the tire store is. He did not feel a sidewalk would benefit anyone. Mr. Morris stated the asphalt already located in the area would need to be torn out, along with demolishing a low retaining wall which would also be costly to put in a sidewalk that would not be used.

Commissioner Talley asked Staff if this requested sidewalk was projected for future use along the subject area of because of the existing rules set up. Ms. Autumn Speer, Director of Planning and Development, stated Staff was requesting the sidewalk be put in place because

the developer is proposing a 40,000 square foot theater to be developed on the corner and there is a substantial amount of residential property behind the theater. They are also proposing this area become more of a town center approach which could create pedestrian activity and foot traffic in the neighborhood. This would be a positive opportunity for installing a four foot sidewalk which would be placed in the right-of-way. The landscape improvements are outside of the right-of-way on public property so there is a possibility of putting in the sidewalk for the applicants.

Commissioner Rhoads asked how long the sidewalk was supposed to be and Ms. Speer stated 770 feet, minus the driveway. Ms. Speer stated as a possible compromise they could do the sidewalk up to the driveway cut that is located on Gillmeister, which would be approximately in the middle. This proposal has not been discussed with the developer.

Mr. Morris stated the people from the neighborhood would walk along the street to get to the new sidewalk so what was the point? Chair Staats stated people needed to be moved off the pavement at some point. Mr. Morris replied the area was not a high traffic street and seemed wasteful.

Commissioner Jones asked about compliance with the I-35 Overlay. Ms. Speer stated if everything were approved as requested, the developer would not have to come back. However, there would be no future opportunity to have the sidewalk installed.

Commissioner Rhoads agreed that 700 feet of sidewalk seemed excessive and there should be some compromise made.

Commissioner Johnson asked if the sidewalk could be pulled out.

Ms. Speer stated if the Commission did not want to approve the sidewalk, they could approve the exception as requested, same as the fire hydrant.

Commissioner Talley agreed with Commissioner Rhoads.

Commissioner Rhoads made a motion to approve Item 2, P-FY-13-11, as requested by the applicant and Vice-Chair Sears made a second.

Motion passed: (5:2)

Commissioner Talley and Chair Staats voted Nay; Commissioners Martin and Harrell absent

RESOLUTION NO. _____

(PLANNING NO. P-FY-13-11)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE FINAL PLAT OF GATEWAY CENTER, AN APPROXIMATELY 29.60 ACRE, 4-LOT, GENERAL RETAIL SUBDIVISION, WITH DEVELOPER'S REQUESTED EXCEPTION TO SECTION 8.1.3A(7) OF THE UNIFIED DEVELOPMENT CODE RELATED TO FIRE HYDRANT PLACEMENT AND SPACING REQUIREMENTS, AND SECTION 3.10 OF THE UNIFIED DEVELOPMENT CODE REQUESTING A SIDEWALK WAIVER FOR A 4-FOOT SIDEWALK ALONG GILLMEISTER LANE, BEING OUT OF THE GEORGE GIVENS SURVEY, ABSTRACT NO. 345, BELL COUNTY, TEXAS, AND LOCATED AT 4501 SOUTH GENERAL BRUCE DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on January 7, 2013, the Planning and Zoning Commission approved the final plat for Gateway Center, an approximately 29.60 acre, 4-lot General Retail Subdivision, located at 4502 South General Bruce Drive, with the developer's requested exceptions to Section 8.1.3A(7) and Section 3.10 of the Unified Development Code (UDC);

Whereas, the developer is requesting an exceptions to the UDC as follows:

- eliminating the requirement to provide fire hydrants along Gillmeister Lane in accordance with Chapter 12 of the City Code of Ordinances;
- requiring a 4-foot sidewalk along Gillmeister Lane, a distance of approximately 772.72 feet per Section 3.10 of the UDC, Sidewalk Waiver;

Whereas, the Staff recommends approval of the final plat for Gateway Center with the developer's requested exceptions to the Unified Development Code; and

Whereas, the City Council has considered the matter and deems it in the public interest to approve the final plat of Gateway Center.

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

Part 1: The City Council approves the final plat for Gateway Center, an approximately 29.60 acre, 4-lot General Retail Subdivision, located at 4502 South General Bruce Drive, with the developer's requested exceptions to Section 8.1.3A(7) and Section 3.10 of the Unified Development Code as outlined below:

- eliminating the requirement to provide fire hydrants along Gillmeister Lane in accordance with Chapter 12 of the City Code of Ordinances;
- requiring a 4-foot sidewalk along Gillmeister Lane, a distance of approximately 772.72 feet per Section 3.10 of the UDC, Sidewalk Waiver.

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 17th day of **January**, 2013.

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:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution appointing one member to fill a Councilmember position to the Hill Country Transit District Board.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Currently, Councilmember Judy Morales serves as the City's voting member on this board. She has expressed her desire to serve if Council desires.

FISCAL IMPACT: N/A

ATTACHMENTS:

Resolution



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

William A. Jones, III, Mayor

ITEM DESCRIPTION: Consider adopting a resolution appointing one member to fill an unexpired term through September 1, 2015 on the Reinvestment Zone No. 1 Board of Directors

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.

FISCAL IMPACT: N/A

ATTACHMENTS:

Board Summary

Board Applications *to be provided*

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