



**MEETING OF THE
TEMPLE CITY COUNCIL**

MUNICIPAL BUILDING

2 NORTH MAIN STREET

3rd FLOOR – CONFERENCE ROOM

THURSDAY, SEPTEMBER 18, 2014

4:30 P.M.

WORKSHOP AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, September 18, 2014.
2. Review 2014-2015 Council meeting dates.

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. PROCLAMATIONS & SPECIAL PROCLAMATIONS

3. (A) Constitution Week September 17-23, 2014

IV. CONSENT AGENDA

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

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

Contracts, Leases, & Bids

- (A) [2014-7475-R](#): Consider adopting a resolution authorizing an amendment to the professional services contract with Kasberg, Patrick and Associates, LP of Temple for a change in the scope of work of the trail extension of the Pepper Creek Hike and Bike Trail in the amount of \$256,300.

- (B) [2014-7476-R](#): Consider adopting a resolution authorizing a contract with the Department of Veterans Affairs, Veterans Industries/Compensated Work Therapy for the provision of temporary workers for the Parks and Leisure Services Department for fiscal year 2015 in the amount of \$ 73,500.
- (C) [2014-7477-R](#): Consider adopting a resolution authorizing an agreement with the Temple Housing Authority for the operation of a Police Department substation to be located in the Friendship House at 1609 East Avenue I.
- (D) [2014-7478-R](#): Consider adopting a resolution authorizing an agreement with the Temple Housing Authority for placement of the Temple Housing Authority's telecommunications equipment on the City's water tower located at 1644 South Martin Luther King Junior Drive.
- (E) [2014-7479-R](#): Consider adopting a resolution authorizing a services agreement with ASA District 17 for officiating/scorekeeping services for various sporting for fiscal year 2015 events in the estimated annual amount of \$50,000.
- (F) [2014-7480-R](#): Consider adopting a resolution authorizing a services agreement for the sale of worn-out plastic refuse containers with Balcones Recycling, Inc. of Austin for FY 2015.
- (G) [2014-7481-R](#): Considering adopting a resolution authorizing an interlocal agreement with the Temple Health and Bioscience Economic Development District to provide financial administration services.
- (H) [2014-7482-R](#): Consider adopting a resolution authorizing a purchase agreement for liquid ammonium sulfate with Brenntag Southwest, Inc. of Houston for FY2015 at \$.0847 per pound and in the estimated annual amount of \$40,656.
- (I) [2014-7483-R](#): Consider adopting a resolution authorizing services agreements for the sale of scrap metal and recyclables for FY 2015 as follows:
1. Scrap Metals to Temple Iron & Metal, a division of Bell County Iron & Recycling, of Temple, and
 2. Recyclables, not including curbside recyclables, to Balcones Recycling, Inc. of Austin.
- (J) [2014-7484-R](#): Consider adopting a resolution authorizing annual purchase agreements for Utility Supplies for FY 2015 with the following vendors in the estimated annual amount of \$536,176.81:
1. Johnson Lab and Supply of Palestine, \$12,013.81;
 2. Fortiline, Inc. of San Antonio, \$3,257.34
 3. HD Supply Waterworks of Belton, \$63,265.76; and
 4. ACT Pipe and Supply of Temple, \$457,639.90
- (K) [2014-7485-R](#): Consider adopting a resolution authorizing a lease agreement with Marvin Brenek for lease of approximately 85 acres of City-owned land located at the intersection of Panda Drive and Lorraine Drive.

- (L) [2014-7486-R](#): Consider adopting a resolution authorizing the execution of a utility easement to grant Oncor Electric Delivery Company LLC a 0.019-acre easement at the Temple-Belton Wastewater Treatment Plant for electric power facilities to serve the Reclaimed Effluent Pump Station.

Ordinances – Second & Final Reading

- (M) [2014-4683](#): SECOND READING – Consider adopting an ordinance authorizing an amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional funds for Line 404, Santa Fe Plaza, and Line 401, Downtown Improvements in FY 2014.

Misc.

- (N) [2014-7487-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP (KPA) of Temple for professional services required for the design of Santa Fe Plaza in an amount not to exceed \$538,600.
- (O) [2014-7488-R](#): Consider adopting a resolution authorizing a construction contract with RM Rodriguez Construction, LP (RM Rodriguez), of Temple to construct the Downtown Rail Safety Zone improvements in an amount not to exceed \$590,887.
- (P) [2014-7489-R](#): Consider adopting a resolution authorizing participation in the Texas Municipal League, Intergovernmental Risk Pool to provide property, liability and worker's compensation coverage for the City.
- (Q) [2014-7490-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2013-2014.
- (R) [2014-7491-R](#): Consider adopting a resolution amending the City's Section 125 Cafeteria Plan.
- (S) [2014-7492-R](#): Consider adopting a resolution setting the compensation for the City of Temple Secretary.

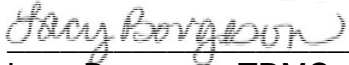
V. REGULAR AGENDA

ORDINANCES

5. [2014-4684](#): FIRST READING – PUBLIC HEARING - Z-FY-14-35: Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to General Retail District (GR) on 1.054 +/- acres, out of the Baldwin Robertson Survey, Abstract Number 17, Bell County, Texas, located at 6511 North SH 317.
6. [2014-4685](#): FIRST READING – PUBLIC HEARING: Consider adopting an ordinance establishing the Civil Service classifications and the number of positions in each classification for the Temple Fire Department and the Temple Police Department.

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 xx:xx PM, on Friday, September 12, 2014.



Lacy Borgeson, TRMC
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(A)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Director of Parks and Leisure Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing an amendment to the professional services contract with Kasberg, Patrick and Associates, LP of Temple for a change in the scope of work of the trail extension of the Pepper Creek Hike and Bike Trail in the amount of \$256,300.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On December 19, 2013, City Council authorized a professional services agreement with Kasberg, Patrick, and Associates of Temple, Texas in the amount of \$93,700. This agreement was for surveying, designing, bidding, construction administration, and onsite representation for the trail extension from the Pepper Creek Hike and Bike Trail to the intersection of Old Howard Road and Central Pointe Parkway. The trail will no longer follow the entire previous path aforementioned.

The change of scope in work begins at the north side of Airport Road (Highway 36). Instead of continuing north on Old Howard Road, the trail will now go east until it reaches Pepper Creek. From that point, the trail will continue north along Pepper Creek to McLane Parkway. The trail will be 12' wide and with associated trail amenities to include benches, trash receptacles, etc. A parking facility to serve the trail will also be designed and constructed with this project.

Kasberg, Patrick, and Associates will continue to provide the design surveys, metes and bounds/property data, civil design, bidding services, construction administration and on-site representation.

The design phase for the project can be completed in 180 days from the Notice to Proceed.

The consultant's services recommended under this amendment include the following tasks and costs:

Design Surveys	\$ 26,000.00
Metes & Bounds/Property Data	\$ 6,200.00
Civil Design	\$ 158,300.00
Bidding	\$ 6,500.00
Construction Administration	\$ 32,300.00
On-site Representation	\$ 27,000.00
TOTAL	<u>\$ 256,300.00</u>

FISCAL IMPACT: The original project was funded in the amount of \$750,000 for design and construction. Currently, \$656,300 is available to fund this contract amendment with KPA in the amount of \$256,300 within the Reinvestment Zone No. 1 Financing/Project Plan, Line 155, account 795-9800-531-6865, project 101002.

ATTACHMENTS:

[Proposal](#)

[Exhibit Connector Map](#)

[Resolution](#)



KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

RICK N. KASBERG, P.E.

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

THOMAS D. VALLE, P.E.

Temple

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

Georgetown

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

August 13, 2014

Mr. Kevin Beavers, CPRP
Director of Parks and Leisure Services
2 North Main
Suite 201
Temple, Texas 76501

Re: Temple Reinvestment Zone
Pepper Creek Trail (Highway 36 to McLane Parkway)

Dear Mr. Beavers:

At the request of the City of Temple and the Temple Reinvestment Zone, we are submitting this proposal for the above referenced project. The project consists of revising the current design produced under the Bioscience Trail connection to Airport Park Project, developing final plans for the revised alignment, specifications, metes and bounds, bidding, construction administration and on-site services for the extension of the trail from the north side of Airport Road (Highway 36) to the intersection of McLane Parkway near the McLane Parkway to Research Parkway Connector. A parking facility adjacent to the trail will also be designed and constructed. The project will develop 100% final design, bid and provide construction phase services for the project. The final product will be plans, specifications and estimates ready for bidding through the City of Temple Purchasing Department with bidding and construction phase services to follow. The proposal includes design for trail amenities such as benches, trash receptacles, etc. but does not include any landscaping or irrigation design or construction. The design phases for the project can be completed in two hundred and ten days from the notice to proceed. Our preliminary opinion of probable construction cost for this project is \$2,371,000.

The work to be performed by KPA under this contract consists of providing engineering services for design of the project described above to include 100% design and preparation of plans, specifications, estimates, bidding and construction phase services. This work will be in conjunction with the work and contract already established under the Bioscience Trail connection to Airport Park Project. Rights-of-Way and easements will be required for the project. The timeline for design is one hundred eighty calendar days from the notice to proceed.

KPA will perform quality control and quality assurance (QA/QC) on all deliverables associated with the project.

The following services will be performed:

I. Design Surveys and Metes and Bounds

- A. Data Collection – Obtain and review any existing data from the City and other entities that may have record documents and are allowed to release the information. i.e. – Atmos, AT&T, Oncor, etc.
- B. Coordinate survey elements and tie into data points both horizontally and vertically for the Project.
- C. Conduct detailed surveys for the Project. All features will be surveyed and documented.
- D. Develop property maps and property spreadsheets for the project.
- E. Prepare Metes and Bounds for the Project.

II. Civil Design

- A. Prepare layout for the project in accordance with City of Temple standards. Alignment for the project will be preliminarily established by KPA and reviewed by the City of Temple and the Temple Reinvestment Zone.
- B. Geometric Design - Develop geometric design for the proposed trail. Geometric design will include horizontal and vertical design with connections to Airport Road (Highway 36) and the intersection of McLane Parkway near the McLane Parkway Research Parkway Connector.
- C. Trail Design – Develop a section for the trail to be constructed on the alignment established. Trail shall include amenities such as benches, trash receptacles, etc. but not landscaping or irrigation. Trail design shall meet ADA standards.
- D. Drainage – Develop hydrology and hydraulics for the project to create positive drainage to existing conveyance systems. Drainage improvements will be designed to convey storm water from the proposed trail to existing systems.
- E. Details and Standards – Develop details and standards for bidding of the project to meet City of Temple standards.
- F. The project will be submitted for review and approval with TDLR.
- G. Review the design with the Temple Reinvestment Zone for comments and approval.

III. Bidding

- A. Provide a signed and sealed Opinion of Probable Cost the City of Temple Project Manager.
- B. After the project publically advertises, solicit contractors to bid the project.
- C. Chair the Pre-Bid Conference and develop notes for the project based on questions asked by potential bidders.

- D. Develop the addenda for the project. The addenda will be sent to the City of Temple Project Manager for distribution to the City of Temple Purchasing Department.
- E. Attend the bid opening for the project. Tabulate all bids received and certify the bids. After a low bidder is determined, research of the apparent low bidder will be conducted to make a recommendation of award.
- F. Attend the City Council for award of the project.

IV. Construction Administration

- A. Chair the Pre-Construction Conference.
- B. Review and approve all submittals for the project.
- C. Perform construction administration to include site visits, meeting with the contractor and answer questions and holding progress meetings as required.
- D. Perform a monthly evaluation of the contractor's performance on the City of Temple form and submit to the City of Temple Project Manager.
- E. Coordinate and conduct the final walk through for the project. After the final walk through is complete a punch list will be generated and monitored.
- F. Submit a recommendation for acceptance of infrastructure to the City of Temple Project Manager.
- G. Develop record drawings based on information supplied by the contractor.

V. On-Site Representation

- A. Perform daily on-site representation an average of 3 hours per day.
- B. Prepare and submit weekly logs of construction activities.

Mr. Kevin Beavers, CPRP
August 13, 2014
Page 4

C.

The following scope of work for the Pepper Creek Trail (Highway 36 to McLane Parkway) Project can be completed for the lump sum price of \$256,300. Below is a breakdown of project costs by individual item. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

Pepper Creek Trail (Highway 36 to McLane Parkway)

Design Surveys	\$ 26,000.00
Metes and Bounds/Property Data	\$ 6,200.00
Civil Design	\$ 158,300.00
Bidding	\$ 6,500.00
Construction Administration	\$ 32,300.00
On-Site Representation	\$ 27,000.00
TOTAL	\$ 256,300.00

Sincerely,



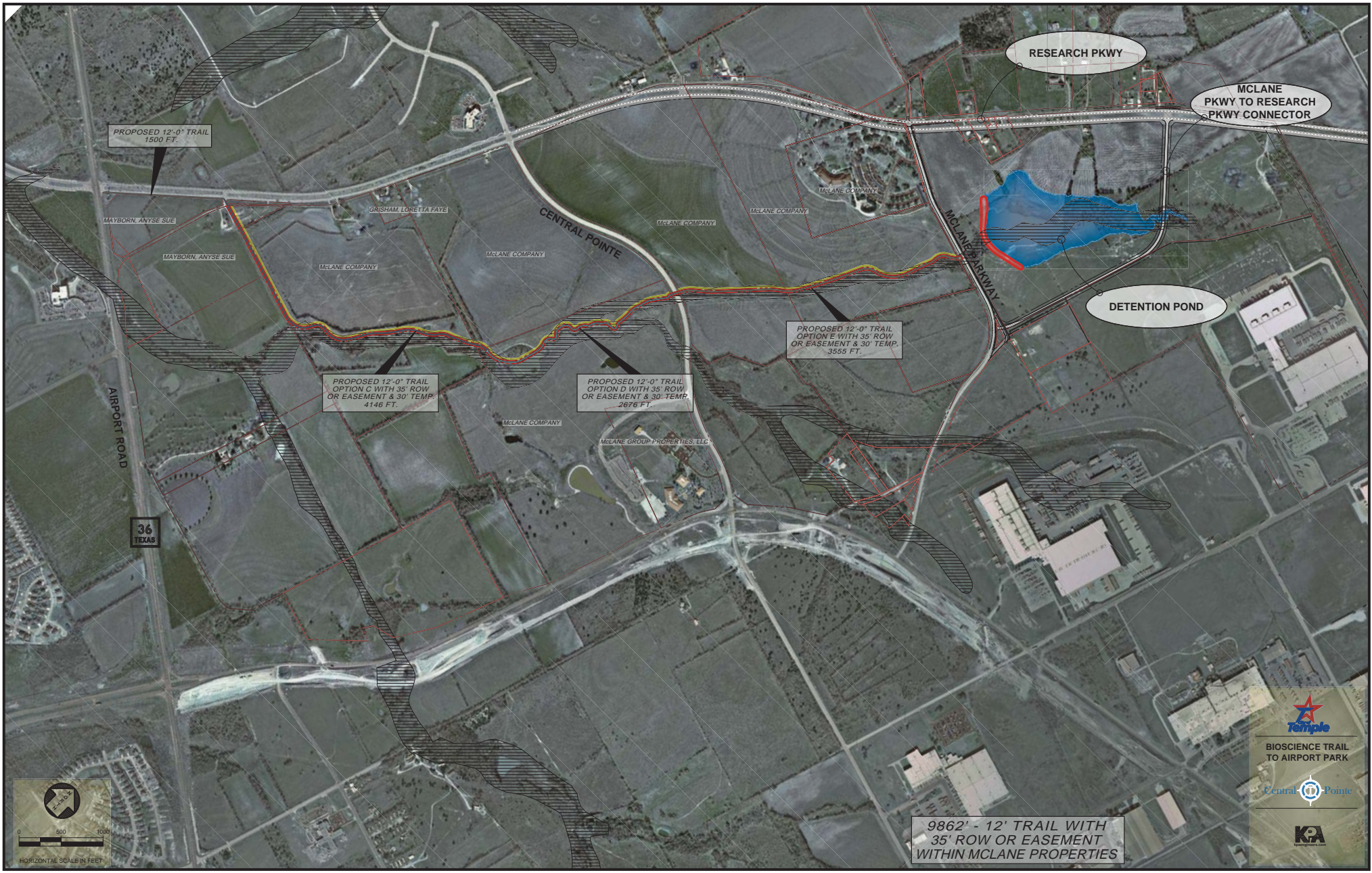
R. David Patrick, P.E., CFM
xc: File

ATTACHMENT "C"

Charges for Additional Services

**City of Temple
Pepper Creek Trail (Highway 36 to McLane Parkway) Project**

<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 60.00 – 80.00/hour
Project Manager	2.4	45.00 – 58.00/hour
Project Engineer	2.4	40.00 – 45.00/hour
Engineer-in-Training	2.4	32.00 – 40.00/hour
Engineering Technician	2.4	22.00 – 40.00/hour
CAD Technician	2.4	18.00 – 40.00/hour
Clerical	2.4	13.00 – 25.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	95.00 – 120.00/hour
Registered Public Surveyor	1.0	110.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour



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Temple
BIOSCIENCE TRAIL
TO AIRPORT PARK
Central Pointe
KPA

RESOLUTION NO. 2014-7475-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS, FOR A CHANGE IN THE SCOPE OF WORK TO THE TRAIL EXTENSION OF THE PEPPER CREEK HIKE AND BIKE TRAIL, IN THE AMOUNT OF \$256,300; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on December 19, 2013, City Council authorized a professional services agreement with Kasberg, Patrick, and Associates of Temple, Texas for the surveying, designing, bidding, construction administration, and onsite representation for the trail extension from the Pepper Creek Hike and Bike Trail to the intersection of Old Howard Road and Central Pointe Parkway;

Whereas, the change of scope in work begins at the north side of Airport Road (Highway 36) and instead of continuing north on Old Howard Road, the trail will now go east until it reaches Pepper Creek - from that point, the trail will continue north along Pepper Creek to McLane Parkway;

Whereas, the trail will be 12' wide and have associated trail amenities to include benches, trash receptacles, and a parking facility to serve the trail;

Whereas, funds are available for this professional services agreement amendment in the Reinvestment Zone Number One Financing and Project Plans Account No. 795-9800-531-6865, Project No. 101002, Line 460; 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 amendment to a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas, after approval as to form by the City Attorney, for a change in the scope of work to the trail extension of the Pepper Creek Hike and Bike Trail, in the amount of \$256,300.

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 18th day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(B)
Consent Agenda
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DEPT. /DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Parks and Leisure Services Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a contract with the Department of Veterans Affairs, Veterans Industries/Compensated Work Therapy for the provision of temporary workers for the Parks and Leisure Services Department for fiscal year 2015 in the amount of \$73,500.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Since 2001, the Parks and Leisure Services Department has utilized the services of the Temple Veterans Affairs (VA) Hospital to provide contract day laborer services to help maintain the park system. The VA has provided temporary workers to conduct a number of duties including: mowing/edging/trimming, restroom cleaning, litter removal, planter bed maintenance, ball field maintenance, painting and carpentry work.

The program has been very successful. Parks and Leisure Services has found that almost all of the workers the VA assigns to the department has worked diligently to do a good job and, as a result, we have chosen to hire several of them as full-time employees when job opportunities have arisen. We believe this is an excellent program and provides a win-win opportunity for the VA and the Department.

FISCAL IMPACT: The FY 2015 Operating Budget includes funding in the amount of \$73,478, in account 110-3500-552-2623, for contracted services with the Department of Veterans Affairs, Veterans Industries/Compensated Work Therapy for temporary workers for the Parks and Leisure Services Department.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7476-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONTRACT WITH THE DEPARTMENT OF VETERANS AFFAIRS, VETERANS INDUSTRIES/COMPENSATED WORK THERAPY, FOR THE PROVISION OF TEMPORARY WORKERS FOR THE PARKS AND LEISURE SERVICES DEPARTMENT, IN THE AMOUNT OF \$73,500 FOR FISCAL YEAR 2015; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, since 2001, the Parks and Leisure Services Department has utilized the services of the Temple Veterans Affairs (VA) Hospital to provide contract day laborer services to help maintain the City's park system;

Whereas, the VA has provided temporary workers to conduct a number of duties including mowing/edging/trimming, restroom cleaning, litter removal, planter bed maintenance, ball field maintenance, painting and carpentry work;

Whereas, the program has been very successful and the Parks and Leisure Services Department has found that almost all of the workers the VA assigns to the department have worked diligently to do a good job and, as a result, the City has chosen to hire several of them as full-time employees when job opportunities have arisen;

Whereas, the fiscal year 2015 Operating Budget includes funding for these contracted services in Account Number 110-3500-552-2623; 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 a contract with the Department of Veterans Affairs, Veterans Industries/Compensated Work Therapy, after approval as to form by the City Attorney, for the provision of temporary workers for the Parks and Leisure Services Department in the amount of \$73,500.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(C)
Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Gary Smith, Police Chief

ITEM DESCRIPTION: Consider adopting a resolution authorizing an agreement with the Temple Housing Authority for the operation of a Police Department substation to be located in the Friendship House at 1609 East Avenue I.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Police Department has identified a need to locate a substation in East Temple in order to foster community awareness and provide residents with easy accessibility to police officers operating the substation. The Temple Housing Authority (THA) has agreed to provide space for the substation in the Friendship House located at 1609 E Avenue I. The Friendship House is owned by THA. The City will provide officers to operate the police substation and those officers will remain under the supervision and control of the Police Department. The term of the agreement will be for one year beginning October 1, 2014 and expiring on September 30, 2015. The agreement will automatically renew for one year periods unless either party gives notice to terminate.

FISCAL IMPACT: There is no cost to the City to operate a substation in the Friendship House owned by THA.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7477-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT WITH THE TEMPLE HOUSING AUTHORITY FOR THE OPERATION OF A POLICE DEPARTMENT SUBSTATION TO BE LOCATED IN THE FRIENDSHIP HOUSE AT 1609 EAST AVENUE I; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Police Department has identified a need to locate a substation in East Temple in order to foster community awareness and provide residents with easy accessibility to police officers operating the substation;

Whereas, the Temple Housing Authority (THA) has agreed to provide space for the substation in the Friendship House located at 1609 E Avenue I – the Friendship House is owned by THA;

Whereas, the City will provide officers to operate the police substation and those officers will remain under the supervision and control of the Police Department - the term of the agreement will be for one (1) year beginning October 1, 2014 and expiring on September 30, 2015 with the option to automatically renew for one (1) year periods unless either party gives notice to terminate;

Whereas, there is no cost to the City to operate a substation in the Friendship House owned by THA; 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 an agreement with the Temple Housing Authority, after approval as to form by the City Attorney, for the operation of a Police Department substation to be located in the Friendship House at 1609 East Avenue I.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(D)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing an agreement with the Temple Housing Authority for placement of the Temple Housing Authority's telecommunications equipment on the City's water tower located at 1644 South Martin Luther King Junior Drive.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Temple Housing Authority (THA) has requested that the City allow it to place, operate, and maintain certain telecommunications equipment on the City's water tower located at 1644 South Martin Luther King Junior Drive (referred to as the Taylor water tower). Under the proposed agreement, THA will be responsible for the cost of installation, maintenance and replacement of the equipment and THA may not operate the equipment in any way that would interfere with City operations on the site.

The commencement date of the proposed agreement is October 1, 2014 and the expiration date is September 30, 2019.

FISCAL IMPACT: There is no cost to the City for allowing Temple Housing Authority to place their telecommunications equipment on the City's water tower.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7478-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT WITH THE TEMPLE HOUSING AUTHORITY FOR PLACEMENT OF THE TEMPLE HOUSING AUTHORITY'S TELECOMMUNICATIONS EQUIPMENT ON THE CITY'S WATER TOWER LOCATED AT 1644 SOUTH MARTIN LUTHER KING JUNIOR DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Temple Housing Authority (THA) has requested that the City allow it to place, operate, and maintain certain telecommunications equipment on the City's water tower located at 1644 South Martin Luther King Junior Drive (referred to as the Taylor water tower);

Whereas, under the proposed agreement, THA will be responsible for the cost of installation, maintenance and replacement of the equipment and THA may not operate the equipment in any way that would interfere with City operations on the site;

Whereas, the commencement date of the proposed agreement is October 1, 2014 and the expiration date is September 30, 2019;

Whereas, there is no cost to the City for allowing THA to place their telecommunications equipment on the City's water tower; 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 an agreement with the Temple Housing Authority, after approval as to form by the City Attorney, for placement of the Temple Housing Authority's telecommunications equipment on the City's water tower located at 1644 South Martin Luther King Junior Drive.

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

PASSED AND APPROVED this the **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(E)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Parks and Leisure Services Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a services agreement with ASA District 17 for officiating/scorekeeping services for various sporting for fiscal year 2015 events in the estimated annual amount of \$50,000.

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

ITEM SUMMARY: For the last two years, the Parks and Leisure Services Department has contracted with ASA District 17 to provide officiating and scorekeeping services for adult league sports leagues and tournaments. ASA District 17 provides officials for softball and kickball leagues, and scorekeepers for basketball/sports tournaments and the Corporate Challenge.

Staff recommends executing a new agreement with ASA District 17 for FY 2015 officiating and scorekeeping. ASA District 17 is the only organization in the Temple area that provides these services.

FISCAL IMPACT: Funding has been appropriated for officiating and scorekeeping services in the FY 2015 Operating Budget. Details of the allocation of the service for FY 2015 are shown below.

Services Agreement	Account #	Amount
Officiating & Scorekeeping	110-3291-551-2513	\$ 9,200
Officiating & Scorekeeping	110-3292-551-2513	\$ 77,262
Total Officiating & Scorekeeping		\$ 86,462

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7479-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICES AGREEMENT WITH ASA DISTRICT 17 FOR OFFICIATING AND SCOREKEEPING SERVICES FOR VARIOUS SPORTING EVENTS FOR FISCAL YEAR 2015, IN THE ESTIMATED ANNUAL AMOUNT OF \$50,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, for the last two years, the Parks and Leisure Services Department has contracted with ASA District 17 to provide officiating and scorekeeping services for adult sports leagues and tournaments;

Whereas, ASA District 17 provides officials for softball and kickball leagues, and scorekeepers for basketball/sports tournaments and the Corporate Challenge;

Whereas, staff recommends executing a new agreement with ASA District 17 for officiating and scorekeeping – ASA District 17 is the only organization in the Temple area that provides these services;

Whereas, funds have been appropriated in the fiscal year Operating Budget and in Account Nos. 110-3291-551-2513 and 110-3292-551-2513; 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 agreement with ASA District 17 for officiating and scorekeeping services for various sporting events, after approval as to form by the City Attorney, in an estimated annual amount of \$50,000.

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

PASSED AND APPROVED this the **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Lisa Sebek, Director of Solid Waste Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a services agreement for the sale of worn-out plastic refuse containers with Balcones Recycling, Inc. of Austin for FY 2015.

STAFF RECOMMENDATION: Adopt resolutions as presented in item description.

ITEM SUMMARY: On July 23, 2014, the City received one (1) bid for the sale of surplus 90-gallon and 300-gallon plastic refuse containers. The bid is shown on the attached bid tabulation sheet.

The Solid Waste Department typically accumulates 25-50 95-gallon and 3-10 300-gallon worn-out containers per month. Based on these historical quantities, the City will receive revenue of approximately \$1,700 from the sale of dilapidated plastic refuse containers.

The City currently does business with Balcones with the curbside recycling program, and staff finds them to be responsive and responsible vendor.

The proposed contract is for a one (1) year period commencing on October 1, 2014, with the option to extend the contract for four (4) additional one-year periods, if so agreed to by both parties.

FISCAL IMPACT: Revenues generated from the sale of surplus plastic refuse containers is expected to be approximately \$1,700 for FY 2015 and will be accounted for in account 110-0000-444-2056.

ATTACHMENTS:

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

Tabulation of Bids Received
 on July 23, 2014 at 10:30 a.m.
 Sale of Surplus Refuse Containers
 Bid# 23-01-15

Bidders	
Balcones Recycling, Inc. 512-472-3355 Austin, TX	
Description	
Total Unit Price for 90 Gallon Plastic Container	\$2.50
Total Unit Price for 300 Gallon Plastic Container	\$7.50
Exceptions	Yes *
Credit Check Authorization Form	Yes

* Payment to be made to the City by 30th of each month

Recommended for Council Award

RESOLUTION NO. 2014-7480-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICES AGREEMENT WITH BALCONES RECYCLING, INC. OF AUSTIN, TEXAS, FOR THE SALE OF WORN-OUT PLASTIC REFUSE CONTAINERS FOR FISCAL YEAR 2015; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on July 23, 2014, the City received one (1) bid for the sale of surplus 90-gallon and 300-gallon plastic refuse containers;

Whereas, the Solid Waste Department typically accumulates 25-60 95-gallon and 3-10 300-gallon worn-out plastic refuse containers per month, and based on these historical quantities, the City will receive revenue of approximately \$1,700 from the sale of these worn-out plastic refuse containers;

Whereas, the City currently does business with Balcones Recycling, Inc. and staff finds them to be a responsible and responsive vendor;

Whereas, the contract with Balcones Recycling, Inc. will be for a one-year period commencing October 1, 2014 with the option to extend the contract for four (4) additional one-year periods, if so agreed to by all parties;

Whereas, revenues generated from the sale of worn-out plastic refuse containers is expected to be approximately \$1,700 for fiscal year 2015 and will be accounted for in Account No. 110-0000-444-2056; 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 services agreement with Balcones Recycling, Inc. of Austin, Texas, after approval as to form by the City Attorney, for the sale of worn-out plastic refuse containers for fiscal year 2015.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Considering adopting a resolution authorizing an interlocal agreement with the Temple Health and Bioscience Economic Development District to provide financial administration services.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The interlocal agreement with the Temple Health and Bioscience Economic Development District will expire on September 30, 2014. The Finance department has been in discussions with the District's Chairman, and it is proposed that the agreement for the City providing financial services for the District be renewed for an additional one year period.

The City would be responsible for: maintaining the general ledger, budget monitoring, assisting in the administration of the THBD's procurements, vendor payments, bank reconciliations, cash management, and preparing various reports. The financial services would not include services related to payroll or other Internal Revenue Service reporting. The agreement would be for a period of one year beginning October 1, 2014 and ending September 30, 2015.

FISCAL IMPACT: The fee for providing the services will be \$12,000 per year payable in quarterly installments.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7481-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TEMPLE HEALTH AND BIOSCIENCE ECONOMIC DEVELOPMENT DISTRICT TO PROVIDE FINANCIAL ADMINISTRATION SERVICES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the interlocal agreement with the Temple Health and Bioscience Economic Development District will expire on September 30, 2014 and the Finance Department has been in discussions with the District's Chairman who has proposed that the agreement for the City providing financial services for the District be renewed for an additional one year period;

Whereas, the City would be responsible for: maintaining the general ledger, budget monitoring, assisting in the administration of the THBD's procurements, vendor payments, bank reconciliations, cash management and preparing various reports;

Whereas, the financial services provided will not include services related to payroll or any other Internal Revenue Service reporting and would be for a period of one year beginning October 1, 2014 and ending September 30, 2015;

Whereas, the fee for providing these services will be \$12,000 per year, payable in quarterly installments; 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 Interlocal Agreement with the Temple Health and Bioscience Economic Development District, after approval as to form by the City Attorney, to provide financial administration services.

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

PASSED AND APPROVED this the 18th day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Damon Boniface, Superintendent of Water Production Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing a purchase agreement for liquid ammonium sulfate with Brenntag Southwest, Inc. of Houston for FY2015 at \$.0847 per pound and in the estimated annual amount of \$40,656.

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

ITEM SUMMARY: On September 4, 2014, the City received two (2) bids for liquid ammonium sulfate. The bids are shown on the attached bid tabulation sheet.

Brenntag Southwest Inc. was the low bidder. The City has done business with Brenntag Southwest, Inc. the past and finds them to be a responsive and responsible vendor.

The proposed agreement is for a one (1) year period commencing on October 1, 2014, and is renewable for four (4) additional one-year periods, if agreed to by the City and Brenntag Southwest, Inc.

FISCAL IMPACT: Water Treatment Plant chemicals are purchased on an as needed basis throughout the year. Funding for liquid ammonium sulfate in the amount of \$73,085 is included in the adopted FY2015 budget in account 520-5122-535-2118.

ATTACHMENTS:

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

Tabulation of Bids Received
on September 4, 2014 at 2:30 p.m.
Liquid Ammonium Sulfate
Bid # 51-05-15

Description	Bidders	
	Brenntag Southwest, Inc. Houston, TX 713-330-8570	Chameleon Industries, Inc. Mesquite, TX 972-880-1493
Total Bid Price for Liquid Ammonium Sulfate per Pound	\$0.0847	\$0.0914
Total Estimated Annual Amount (48,000 pounds)	\$40,656.00	\$43,872.00
Delivery	Yes	Yes
Exceptions	None	None
Local Preference	No	No
Credit Check Authorization	Yes	Yes

Memo 2013-2014 Contracted Prices
\$0.0915

Recommended for Council Award

Plan Holders
Brenntag North America, Inc. Florida Chemical Supply, Inc. Chameleon Industries, Inc. Prime Vendor

RESOLUTION NO. 2014-7482-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH BRENNTAG SOUTHWEST, INC., OF HOUSTON, TEXAS, FOR FISCAL YEAR 2015, FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE AT \$.0847 PER POUND, IN THE ESTIMATED ANNUAL AMOUNT OF \$40,656; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 4, 2014, the City received two (2) bids for liquid ammonium sulfate and Brenntag Southwest Inc., of Houston, Texas was the low bidder;

Whereas, the City has done business with Brenntag Southwest, Inc. in the past and finds them to be a responsive and responsible vendor;

Whereas, the proposed agreement is for a one (1) year period commencing on October 1, 2014, and is renewable for four (4) additional one-year periods, if agreed to by the City and Brenntag Southwest, Inc.;

Whereas, Water Treatment Plant chemicals are purchased on an 'as-needed' basis throughout the year and funding is included in the adopted fiscal year 2015 budget in Account No. 521-5122-535-2118; 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 purchase agreement with Brenntag Southwest, Inc., of Houston, Texas, after approval as to form by the City Attorney, for fiscal year 2015, for the purchase of liquid ammonium sulfate at \$.0847 per pound, in the estimated annual amount of \$40,656.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

ATTEST:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Lisa Sebek, Director of Solid Waste Services
Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing services agreements for the sale of scrap metal and recyclables for FY 2015 as follows:

1. Scrap Metals to Temple Iron & Metal, a division of Bell County Iron & Recycling, of Temple, and
2. Recyclables, not including curbside recyclables, to Balcones Recycling, Inc. of Austin.

STAFF RECOMMENDATION: Adopt resolutions as presented in item description.

ITEM SUMMARY: On July 23, 2014, the City received two (2) bids for the sale of scrap metal and recyclables, excluding curbside recyclables. The bids are shown on the attached bid tabulation sheet.

The pricing received for the scrap metal is based on a percentage of the American Metals Market (AMM) index and Steel Mill pricing quotes. The pricing received for the recyclables is based on a percentage of the Official Board Markets (OBM) index. During FY 2013, the City received approximately \$39,000 in revenues for scrap metal and recyclables.

The City has done business with Temple Iron and Metal for many years and is currently doing business with Balcones with the curbside recycling program. Staff finds them both to be responsive and responsible vendors.

The proposed contracts are for a one (1) year period commencing on October 1, 2014, with the option to extend the contract for four (4) additional one-year periods, if so agreed to by both parties.

FISCAL IMPACT: It is estimated that revenues generated from the sale of scrap metal and other recyclables for FY 2015 will total approximately \$30,000 based on the implementation of curbside recycling during FY 2014.

ATTACHMENTS:

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

Tabulation of Bids Received
on July 23, 2014 at 10:00 a.m.
Sale of Scrap Metal and Recyclables
Bid # 13-05-15

	Bidders			
	Balcones Recycling, Inc. 512-472-3355 Austin, TX		Temple Iron & Metal - A Division of Bell County Iron & Recycling 254-773-2700 Temple, TX	
Description				
SECTION #1 - METALS	Picked Up	City Delivered	Picked Up	City Delivered
Copper(% of AMM Index, Refiner's Copper No 1, Midwest)	No Bid	No Bid	80%	89%
Brass & Meters (% of AMM Index, Brass Ingot Makers' Scrap, Yellow Brass Solids, Midwest)	No Bid	No Bid	71%	75%
Mixed Iron(% of Steel Mill Pricing Quote)	No Bid	No Bid	60%	65%
Aluminum (% of AMM Index, Secondary Smelters, Mixed Low Copper Clips, Maximum Quote)	No Bid	No Bid	64%	68%
Tin (% of Steel Mill Pricing Quote)	No Bid	No Bid	45%	48%
White Goods (washers, dryers, etc)(% of Steel Mill Pricing Quote)	No Bid	No Bid	45%	48%
Automobile & Other Batteries(% AMM "Recycling Manager", Metals, Nonferrous)	No Bid	No Bid	70%	74%
Aluminum Cans (% of AMM Index, Domestic Aluminum Products, Used Beverage Can Scrap, Maximum Quote)	No Bid	No Bid	75%	78%
SECTION #2 - RECYCLABLES	Picked Up	City Delivered	Picked Up	City Delivered
Newspaper (% of OBM Southwest, News (6) Maximum Quote)	50%	65%	No Bid	No Bid
Plastics, type 1 and 2 clear(% of OBM PET, Houston, Maximum Quote)	25%	33%	No Bid	No Bid
White Office/Computer Paper (% of OBM Southwest, Sorted White Ledge, Max Quote)	50%	65%	No Bid	No Bid
Cardboard (% of OBM Southwest, Boxboard Cuttings, Max Quote)	50%	75%	No Bid	No Bid
Mixed /Co-Mingled Paper(% of OBM Southwest, Boxboard Cuttings, Max Quote)	40%	50%	No Bid	No Bid
Exceptions	Yes *		Yes **	
Credit Check Authorization	Yes		Yes	

* Payment to be made to the City by the 30th of each month

** The AMM #1 & #2 Heavy Melt Houston Market report was discontinued as of March 2014.

Recommended for Council Award

RESOLUTION NO. 2014-7483-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH VARIOUS VENDORS FOR THE SALE OF SCRAP METAL AND RECYCLABLES FOR FISCAL YEAR 2015; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on July 23, 2014, the City received two (2) bids for the sale of scrap metal and recyclables, excluding curbside recyclables from:

- Temple Iron & Metal, a Division of Bell County Iron & Recycling, of Temple, Texas (for scrap metals); and
- Balcones Recycling, Inc. of Austin, Texas (recyclables, not including curbside recyclables);

Whereas, the pricing received for the scrap metal is based on a percentage of the American Metals Market (AMM) index and Steel Mill pricing quotes, and the pricing received for the recyclables is based on a percentage of the Official Board Markets (OBM) index;

Whereas, the City has done business with Temple Iron and Metal for many years, is currently doing business with Balcones Recycling, Inc. and finds them both to be responsive and responsible vendors;

Whereas, the proposed contracts are each for a one (1) year period commencing on October 1, 2014, with the option to extend the contract for four (4) additional one-year periods, if so agreed to by all parties;

Whereas, it is estimated that revenues generated from the sale of scrap metal and other recyclables for FY 2015 will total approximately \$30,000; 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 service agreement with Temple Iron & Metal, a Division of Bell County Iron & Recycling, of Temple, Texas and Balcones Recycling, Inc. of Austin, Texas, after approval as to form by the City Attorney, for the sale of scrap metal and recyclables for fiscal year 2015.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

ATTEST:

Lacy Borgeson
City Secretary

DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing

ITEM DESCRIPTION: Consider adopting a resolution authorizing annual purchase agreements for Utility Supplies for FY 2015 with the following vendors in the estimated annual amount of \$536,176.81:

1. Johnson Lab and Supply of Palestine, \$12,013.81;
2. Fortiline, Inc. of San Antonio, \$3,257.34
3. HD Supply Waterworks of Belton, \$63,265.76; and
4. ACT Pipe and Supply of Temple, \$457,639.90.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Utility Warehouse, a division of the Purchasing Department, stocks utility supplies that are routinely needed by the Public Works departments. On July 15, 2014, the City received five (5) bids for the annual purchase of utility supplies. The invitation to bid stated that the bid would be awarded to the low bidder of each utility supply item category, of which there were 77 sections. Staff recommends award of the bids to the low bidders of each section, as noted in the item description above and as highlighted in yellow on the attached 77-line bid tabulation.

No bids were received for Section 68-Type M2 adjustable steel manhole risers. Therefore, quotes will be received prior to purchasing any items from this section. In addition, Ferguson Waterworks took exceptions to the standard terms and conditions outlined in the invitation to bid, of which no agreeable terms could be worked out. Ferguson was the only bidder for Section 42, all-thread rods and couplings, and Section 77, eye bolt w/ washers & nuts. As such, quotes will also be obtained prior to purchasing any items from these sections also.

The City has done business in the past with all of the vendors being recommended for award, except for Johnson Lab and Supply and Fortiline Inc. Therefore, references were checked, and after receiving favorable responses, the City believes that both new vendors will be responsive and responsible. The proposed contracts will not have options for annual renewals.

FISCAL IMPACT: Utility supplies are purchased on an as needed basis and are accounted for in the Utility Warehouse's inventory account. The supplies are charged to departmental expenditure accounts as they are issued to departments. Based on historical usage, it is estimated that \$536,176.81 in utility supplies will be purchased during FY 2015.

ATTACHMENTS:

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

**Tabulation of Bids Received
on July 15, 2014 at 2:30 p.m.
Utility Supplies
Bid# 13-02-15**

Description	BIDDERS					Memo FY 2014 Contracted Prices
	Johnson Lab and Supply 903-729-3111 Palestine, TX	Fortiline, Inc. 210-444-1199 San Antonio, TX	HD Supply Waterworks 254-939-8998 Belton, TX	ACT Pipe and Supply 254-742-0888 Temple, TX	Ferguson Waterworks 254-699-0347 Killeen, TX	
Section # 1 - Water Pipe	No Bid	No Bid	\$19,373.80	\$11,827.20	\$12,034.80	\$10,609.80
Section #2 - Brass Ball Valves (LF)	\$34,510.72	No Bid	\$34,867.31	\$34,244.40	\$35,229.70	\$42,369.03
Section #3 - Brass Corporation Stops (LF)	\$4,357.93	No Bid	\$4,402.86	\$4,338.13	\$4,456.84	\$6,431.58
Section #4 - Brass Meter Couplings (LF)	\$21,388.80	No Bid	\$21,607.20	\$21,169.60	\$21,880.80	\$11,509.70
Section #5 - Brass Straight Couplings (LF)	\$5,367.38	No Bid	\$5,422.78	\$5,332.11	\$5,512.72	\$5,524.81
Section #6 - Brass Bell Reducer Coup FIPT x FIPT (LF)	\$1,180.55	\$1,363.31	\$1,172.72	No Bid	\$1,271.37	\$1,142.45
Section #7 - Elbow Brass 90 deg PJ x PJ (LF)	\$2,531.50	No Bid	\$2,557.62	\$2,512.10	\$2,611.42	\$2,642.72
Section #8 - Elbow Brass 90 deg FIPT x FIPT (LF)	\$573.58	\$662.26	\$569.76	No Bid	\$697.26	\$659.94
Section #9 - Brass Threaded Nipples (LF)	\$2,491.96	\$3,126.38	\$2,509.64	No Bid	\$3,465.31	\$2,988.71
Section #10 - Copper Tubing Type K Soft (LF)	No Bid	No Bid	No Bid	\$3,563.63	\$4,013.27	\$4,177.07
Section #11 - Polyethylene Tubing	No Bid	No Bid	No Bid	\$1,476.42	\$1,619.44	\$2,066.00
Section #12 - Stainless Steel Stiffener	\$1,212.22	No Bid	\$1,224.15	\$1,247.21	\$1,248.43	\$632.65
Section #13 - Full Circle Clamps (Single Band) (With Removable Lugs) (Foreign OK)	\$15,867.94	\$19,176.90	\$16,564.37	\$15,727.97	\$16,469.22	\$17,262.17
Section #14 - Full Circle Clamps (Double Band) (With Removable Lugs) (Foreign OK)	\$3,881.64	\$5,275.08	\$5,352.06	\$4,144.46	\$3,695.10	\$3,497.56
Section #15 - Collar Leak Clamps (Foreign OK)	\$1,376.16	\$1,173.81	\$778.38	\$975.95	\$1,030.44	\$916.41
Section #16 - Tapping Saddles DI or CI with CC Threads	No Bid	\$4,925.79	\$3,400.47	\$4,478.62	\$3,548.83	\$4,974.68
Section #17 - Multi-Range Repair Couplings (Hymax Only)	\$83,443.89	\$91,977.91	\$162,391.85	\$82,159.43	\$83,631.73	\$75,333.45
Section #18 - Adjustable Valve Box Bottom (Foreign OK)	No Bid	\$1,052.15	\$887.30	\$1,161.55	\$1,625.00	\$544.20
Section #19 - Adjustable Valve Box Top (Foreign OK)	No Bid	\$770.50	\$625.80	\$815.20	\$1,050.00	\$567.70
Section #20 - Valve Box Lid (Foreign OK)	No Bid	\$320.97	\$226.20	\$432.51	\$390.00	\$348.00
Section #21 - MJ x MJ Gate Valve (Mueller/Crow Only)	No Bid	No Bid	\$37,990.95	\$35,246.12	\$40,262.60	\$35,850.23
Section #22 - MJ X Flange Gate Valve (Mueller/Crow Only)	No Bid	No Bid	\$4,103.06	\$3,774.10	\$4,313.55	\$3,774.10
Section #23 - Threaded Gate Valve (Mueller/Crow Only)	No Bid	No Bid	\$1,604.00	\$1,490.08	\$1,686.56	\$1,862.60
Section #24 - MJ Bends 22-1/2 deg	No Bid	\$1,412.90	\$1,333.58	\$1,390.40	\$1,385.54	\$1,258.86
Section #25 - MJ Bends 45 deg	No Bid	\$1,797.02	\$1,688.60	\$1,682.20	\$1,689.22	\$1,593.16
Section #26 - MJ Bends 90 deg	No Bid	\$2,282.43	\$2,131.42	\$2,115.72	\$2,204.50	\$2,056.75
Section #27 - Flange x Flange Bends 22-1/2 deg	No Bid	\$2,009.97	\$1,898.10	\$2,084.23	\$1,994.25	\$1,800.88
Section #28 - Flange x Flange Bends 45 deg	No Bid	\$2,078.46	\$1,941.07	\$2,139.42	\$1,992.90	\$1,911.00
Section #29 - Flange x Flange Bends 90 deg	No Bid	\$2,281.69	\$2,154.69	\$2,335.02	\$2,259.70	\$2,109.10
Section #30 - Reducer MJ x MJ	No Bid	\$1,869.98	\$1,914.97	\$1,907.71	\$1,833.76	\$1,752.40
Section #31 - MJ Tees	No Bid	\$4,130.81	\$3,895.29	\$3,882.31	\$4,424.53	\$3,741.41
Section #32 - MJ x Flange Tees	No Bid	\$579.92	\$193.32	\$192.68	\$200.75	\$182.40
Section #33 - Flange x Flange x Flange Tees	No Bid	\$285.02	\$250.27	\$152.02	\$267.00	\$249.20
Section #34 - Cap MJ	No Bid	\$656.56	\$601.76	\$599.23	\$657.00	\$604.22
Section #35 - Plug MJ Solid	No Bid	\$1,144.85	\$1,081.20	\$1,076.92	\$1,122.74	\$778.64
Section #36 - Tapped Plugs	No Bid	\$827.06	\$781.02	\$778.01	\$811.03	\$736.86
Section #37 - MJ Solid Sleeves (Long)	No Bid	\$3,603.00	\$3,439.02	\$3,426.38	\$3,539.00	\$3,232.74
Section #38 - MJ Solid Sleeves (Short)	No Bid	\$832.22	\$812.64	\$804.58	\$831.68	\$767.24
Section #39 - CI Valve Box Riser (Foreign OK)	No Bid	\$405.70	\$203.15	\$294.50	\$460.00	\$525.70
Section #40 - Swivel x Solid MJ Anchor Couplings	No Bid	\$6,294.86	\$7,752.52	\$5,922.90	\$6,172.88	\$2,946.10
Section #41 - PVC Compression Coupling (Foreign OK)	\$248.50	\$291.82	\$251.22	No Bid	\$191.70	\$354.72
Section #42 - All Thread Rods and Couplings (Foreign OK)	No Bid	No Bid	No Bid	No Bid	\$957.50	\$1,013.30
Section #43 - Gland Packs (complete w/gaskets & bolts)	No Bid	\$5,777.04	\$5,450.95	\$5,447.66	\$5,292.80	\$4,059.33
Section #44 - PVC Mega Lugs Pks (w/MJ Gaskets & bolts)	\$1,990.58	\$2,757.39	\$1,999.94	\$1,921.65	\$2,193.04	\$2,488.98
Section #45 - DI Mega Lugs - Packs (with MJ Gaskets)	\$952.08	\$1,111.04	\$932.42	\$918.30	\$1,004.96	\$1,190.79
Section #46 - Brass Pack Joint or Compression Tee (LF)	\$3,827.61	No Bid	\$3,867.06	\$3,815.66	\$3,907.27	\$2,706.81
Section #47 - Brass Tees (FIPTx FIPTx FIPT) (LF)	\$969.20	\$1,053.55	\$962.78	No Bid	\$1,346.65	\$707.45
Section #48 - Flanged Coupling Adapters	No Bid	\$1,505.82	\$998.59	\$966.71	\$1,019.63	\$1,172.20
Section #49 - Brass Threaded Bushing (LF)	\$2,870.87	No Bid	\$2,509.28	\$2,500.51	\$5,012.21	\$2,071.01
Section #50 - Redi-Clamps (Foreign OK)	\$489.34	\$639.61	\$406.78	\$486.19	\$469.19	\$628.10
Section #51 - Bell Joint Leak Clamps (Foreign OK)	No Bid	No Bid	\$1,403.01	\$920.20	\$779.54	\$726.39
Section #52 - Brass Sleeve Coupling FIPT (LF)	\$531.08	\$654.22	\$527.57	No Bid	\$443.72	\$624.83
Section #53 - Fire Hydrants (crow Medallion F2546 or Mueller A423 Centurion)	No Bid	No Bid	\$64,174.74	\$62,379.94	\$69,023.15	\$35,067.95
Section #54 - Meter Risers (Foreign OK)(LF)	\$16,262.62	No Bid	\$16,428.90	\$16,145.05	\$15,794.70	\$38,871.62

**Tabulation of Bids Received
on July 15, 2014 at 2:30 p.m.
Utility Supplies
Bid# 13-02-15**

Description	BIDDERS					Memo: FY 2014 Contracted Prices
	Johnson Lab and Supply 903-729-3111 Palestine, TX	Fortiline, Inc. 210-444-1199 San Antonio, TX	HD Supply Waterworks 254-939-8998 Belton, TX	ACT Pipe and Supply 254-742-0888 Temple, TX	Ferguson Waterworks 254-699-0347 Killeen, TX	
Section #55 - Brass Meter Flange Complete Kits (LF)	\$361.65	No Bid	\$383.00	No Bid	\$566.98	\$479.83
Section #56 - Concrete Meter Box (Box Only) (Foreign OK)	No Bid	No Bid	No Bid	\$3,748.24	\$3,870.32	\$4,843.10
Section #57 - CI Reader Lid Only (for Concrete Meter Box) (Foreign OK)	No Bid	No Bid	No Bid	\$9,813.06	\$9,718.06	\$9,751.13
Section #58 - Meter Box w/Overlapping Lid and CI Reader (Foreign OK)	No Bid	\$77,953.78	\$52,996.28	\$46,412.60	\$47,237.92	\$29,434.40
Section #59 - CI Reader Lid Only (for PE Meter Box) (Foreign OK)	No Bid	No Bid	No Bid	\$569.20	\$726.41	\$562.62
Section #60 - Meter Washers (Foreign OK)	\$1,051.00	No Bid	No Bid	\$1,259.00	\$1,076.00	\$1,327.00
Section #61 - Sewer Supplies - SDR 26 Deep Bell	\$944.55	\$1,052.51	\$961.95	No Bid	\$1,256.85	\$740.21
Section #62 - Non-Shear Flex Boot Coupling	\$9,788.88	\$10,594.86	\$9,681.48	\$9,761.50	\$11,912.80	\$7,623.55
Section #63 - Sewer Caps Threaded PVC w/Sleeve - SDR26	\$1,692.34	\$1,387.36	\$1,671.41	No Bid	\$2,392.00	\$762.03
Section #64 - Sewer Pipe	No Bid	No Bid	\$59,429.63	\$44,406.98	\$44,576.75	\$57,727.45
Section #65 - Sewer Clean Outs	No Bid	No Bid	\$1,203.72	No Bid	\$1,559.62	\$1,084.86
Section #66 - SDR 26 Sewer Wyes GxGxG (with Deep Bell)	\$12,674.75	\$13,716.32	\$12,538.75	No Bid	\$15,975.00	\$12,920.14
Section #67 - SDR 26 Sewer Tee Wyes GxGxG (with Deep Bell)	\$931.49	\$1,088.89	\$1,117.80	No Bid	\$1,199.14	\$1,021.88
Section #68 - Type M2 Adjustable Steel Manhole Risers (Foreign OK)	No Bid	No Bid	No Bid	No Bid	No Bid	\$7,363.66
Section #69 - Cast Iron Manhole Rings & Covers (Foreign OK)	No Bid	\$23,132.20	\$13,983.75	No Bid	\$14,345.21	\$9,070.52
Section #70 - Concrete Manhole Ring Risers (Foreign OK)	No Bid	No Bid	\$960.01	\$476.90	\$679.30	\$849.44
Section #71 - Concrete Manhole Cones - (Foreign OK)	No Bid	No Bid	\$8,252.72	\$7,952.00	\$9,456.00	\$5,077.80
Section #72 - Concrete Manhole Risers - 48-inch (Foreign OK)	No Bid	No Bid	\$5,966.53	\$5,751.00	\$5,856.00	\$6,982.07
Section #73 - Sewer SDR26 Gasketed PVC Bends	\$7,660.00	\$8,289.52	\$6,965.08	No Bid	\$10,137.26	\$6,311.64
Section #74 - PVC Sewer Tapping Saddles (Gasketed with Bands)	\$387.72	\$419.58	\$325.35	No Bid	\$370.53	\$428.98
Section #75 - Flexible Saddle Wyes for Use on Clay Pipe	\$890.80	\$1,008.50	\$900.30	No Bid	\$1,462.30	\$900.30
Section #76 - Mushroom Valve Box Cover (Foreign OK)	No Bid	\$3,860.56	\$1,479.28	No Bid	\$1,785.96	\$1,839.25
Section #77 - Eye Bolts w/Washers & Nuts (Foreign OK)	No Bid	No Bid	No Bid	No Bid	\$88.62	\$43.00
TOTAL RECOMMENDED FOR AWARD	\$12,013.81	\$3,257.34	\$63,265.76	\$457,639.90	-	
Flat Fee for Emergency/After Hour Delivery	\$150.00	\$300.00	\$100.00	N/C	N/C	
Delivery within 14 days?	Yes	Yes	Yes	Yes	Yes	
Exceptions	No	Yes	Yes	No	Yes	
Local Preference	No	No	No	Yes	No	
Credit Check Authorization	Yes	Yes	Yes	Yes	Yes	

Recommended for Council Award
No Bids Received
Unable to Negotiate Acceptable Standard Terms and Conditions

Plan Holders	
A2Z Sales	HD Supply
ACT Pipe	isqft - MAIN ACCT
AFP Industries, Inc.	Johnson Supply Company
Alamo Iron Works	Lawson Products
All American Poly	Prime Vendor
Ferguson Waterworks	Temple Winnelson Co.
Fortiline Waterworks formerly MSC Waterworks	

Total Award \$536,176.81

RESOLUTION NO. 2014-7484-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ANNUAL PURCHASE AGREEMENTS WITH VARIOUS UTILITY SUPPLY VENDORS, IN THE ESTIMATED ANNUAL AMOUNT OF \$536,176.81; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, The Utility Warehouse, a division of the Purchasing Department, stocks utility supplies that are routinely needed by the Public Works departments - on July 15, 2014, the City received five (5) bids for the annual purchase of utility supplies from the following vendors:

- Johnson Lab and Supply of Palestine, Texas (\$12,013.81);
- Fortiline, Inc. of San Antonio, Texas (\$3,257.34);
- HD Supply Waterworks of Belton, Texas (\$63,265.76); and
- ACT Pipe and Supply of Temple, Texas (\$457,639.90);

Whereas, the invitation to bid stated that the bid would be awarded to the low bidder of each utility supply item category, of which there were 77 sections;

Whereas, staff recommends award of the bids to the vendors listed above - the City has done business in the past with all of the vendors being recommended for award, except for Johnson Lab and Supply and Fortiline Inc.;

Whereas, references were checked, and after receiving favorable responses, the City believes that both new vendors will be responsive and responsible – these annual purchase agreements will not have options for annual renewals;

Whereas, utility supplies are purchased on an ‘as needed’ basis and are accounted for in the Utility Warehouse’s inventory account – utility supplies are charged to departmental expenditure accounts as they are issued to departments; 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 annual purchase agreements with the following vendors, after approval as to form by the City Attorney, for utility supplies, in the estimated annual amount of \$536,176.81:

- Johnson Lab and Supply of Palestine, Texas (\$12,013.81);
- Fortiline, Inc. of San Antonio, Texas (\$3,257.34);
- HD Supply Waterworks of Belton, Texas (\$63,265.76); and
- ACT Pipe and Supply of Temple, Texas (\$457,639.90);

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(K)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing a lease agreement with Marvin Brenek for lease of approximately 85 acres of City-owned land located at the intersection of Panda Drive and Lorraine Drive.

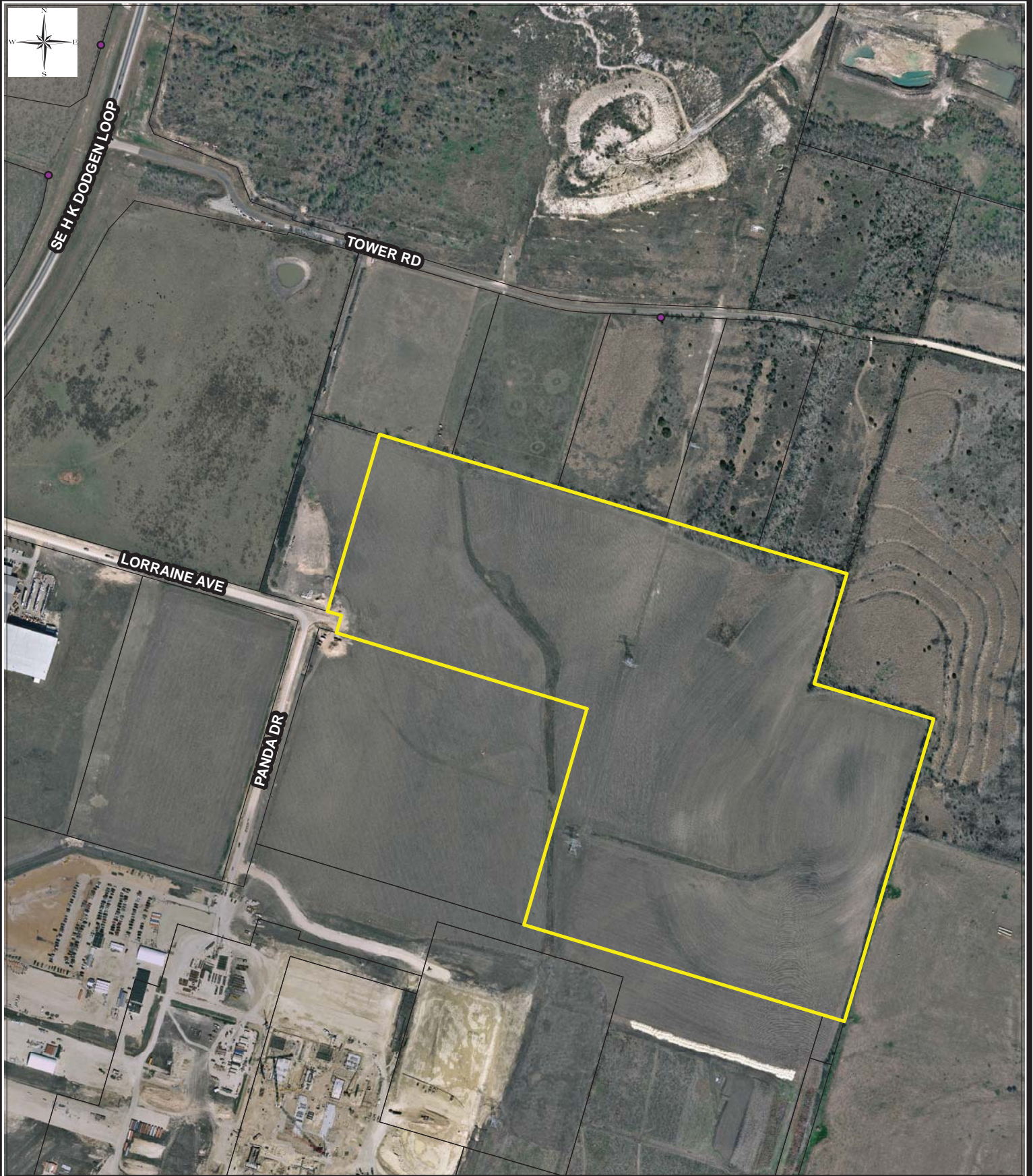
STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Marvin Brenek has requested to lease approximately 85 acres of City-owned property located at the intersection of Panda Drive and Lorraine Drive, as depicted in the attached Exhibit A. Mr. Brenek will use the property for farming. The lease term will run from October 1, 2014 to September 30, 2016. Mr. Brenek will pay \$15.00 per acre, \$1,275 per year for a total rent payment of \$2,550.

FISCAL IMPACT: Total lease payments over the life of the lease agreement are \$2,550. The lease payments will be deposited into account 110-0000-461-0253.

ATTACHMENTS:

[Map](#)
[Resolution](#)



**Approx. 85 Acres of City-owned land located
at Intersection of Panda Dr. & Lorraine Ave.**



Part of County Property ID: 207346

DISCLAIMER:

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

RESOLUTION NO. 2014-7485-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 2-YEAR EXTENSION TO THE LEASE AGREEMENT WITH MARVIN BRENEK FOR LEASE OF APPROXIMATELY 85 ACRES OF CITY-OWNED LAND LOCATED AT THE INTERSECTION OF PANDA DRIVE AND LORRAINE DRIVE FOR FARMING PURPOSES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has had a request to renew a lease with Marvin Brenek for approximately 85 acres of City-owned land located at the intersection of Panda Drive and Lorraine Drive, for farming purposes;

Whereas, the lease amount is for \$15 per acre for a total annual amount of \$1,275 and a total rental amount of \$2,550 for the two years of the lease - the lease term will be from October 1, 2014 through September 30, 2014, and the lease will provide that the City can terminate the lease with a thirty (30) day notice;

Whereas, total lease payments over the life of the lease agreement will be deposited into Account No. 110-0000-461-0253; 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 two year extension to the lease agreement between the City of Temple and Marvin Brenek, after approval as to form by the City Attorney, for lease of approximately 85 acres of City-owned land located at the intersection of Panda Drive and Lorraine Drive, for farming 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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(L)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, PE, Director of Public Works
Don Bond, PE, CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing the execution of a utility easement to grant Oncor Electric Delivery Company LLC a 0.019-acre easement at the Temple-Belton Wastewater Treatment Plant for electric power facilities to serve the Reclaimed Effluent Pump Station.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On September 5, 2013, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP, for engineering services required to design and bid Phase 1 of the Panda Temple-Belton Wastewater Treatment Plant (TBP) Reclaimed Effluent Pump Station in an amount not to exceed \$353,800. On March 3, 2014, Council authorized that contract to be amended with \$113,600 of construction phase services.

On April 3, 2014, Council authorized a construction contract with Austin Engineering Co., Inc. of Austin for activities required to construct Phase 1 in an amount not to exceed \$1,246,000. Notice to proceed was given on April 30, 2014 and contract time will end on November 26, 2014.

This utility easement is required for Oncor Electric Delivery Company LLC to install their electric facilities at the TBP site to supply power to the Phase 1 Effluent Pump Station. The electric facilities include an Oncor pad-mounted transformer, electrical duct bank, and new power pole.

The TBP is co-owned by the Cities of Temple and Belton, with the City of Temple owning an undivided 75% interest in the property and the City of Belton owning an undivided 25% interest in the property. The City of Belton approved this easement during their August 26, 2014 City Council Meeting.

FISCAL IMPACT: With the acquisition of the Temple-Belton Waste Water Treatment Plant in October 2013, the Cities of Temple and Belton acquired 38.093 acres of land out of the O.T. Tyler Survey, Abstract 20, Bell County, Texas. Currently, as determined by the Tax Appraisal District of Bell County, the market value for the 38.093 acres is \$110,352. The market value of the .019 acre easement is \$55.04. By adopting a resolution authorizing the execution of the utility easement to grant Oncor Electric Delivery Company, LLC a 0.019 acre easement, the ownership by the Cities would be reduced to 38.074 acres valued at \$110,296.96.

ATTACHMENTS:
Easements & Exhibits
Resolution

EASEMENT AND RIGHT OF WAY

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

That **City of Belton and City of Temple**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

City of Belton and City of Temple

Signed By: _____

Marion Grayson

Title: Mayor of Belton, Texas

Signed this _____ day of _____, 2014.

Signed By: _____

Daniel A. Dunn

Title: Mayor of Temple, Texas

Signed this _____ day of _____, 2014.

STATE OF TEXAS

§

§

COUNTY OF BELL

§

BEFORE ME, the undersigned authority, on this day personally appeared **Marion Grayson, Mayor of Belton, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of **City of Belton**, as the **Mayor**, and for the purposes and consideration therein expressed, in the capacity therein stated and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day personally appeared **Daniel A. Dunn, Mayor of Temple, Texas**, known to me to be the person whose names is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **City of Temple**, as the **Mayor**, and for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2014.

Notary Public in and for the State of Texas

Oncor Electric Delivery Company, LLC

Signed By: _____

Frederick Garza
Title: Attorney in Fact

Signed this _____ day of _____, 2014.

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared **Frederick Garza**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, as the **Attorney in Fact** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2014.

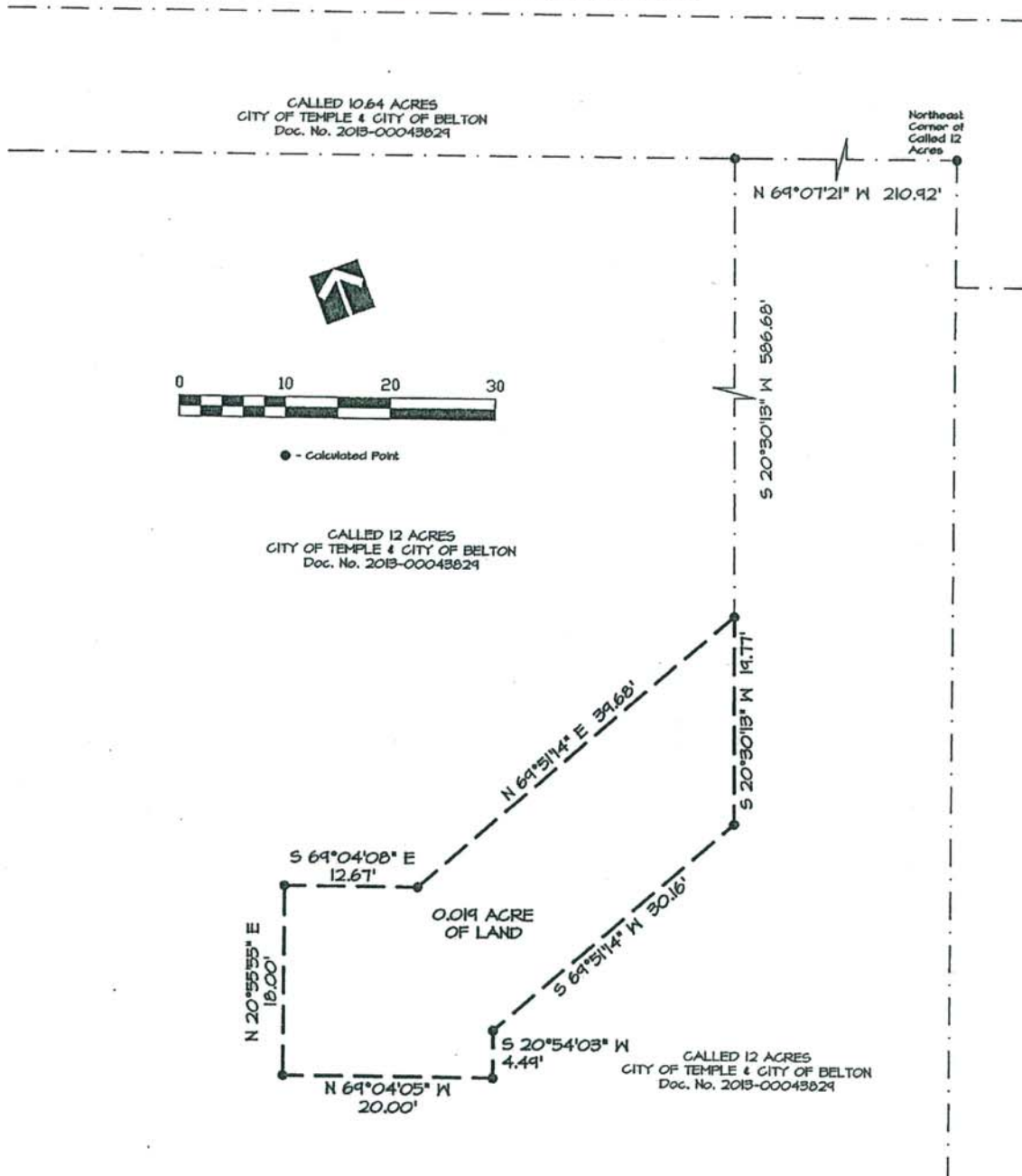
Notary Public in and for the State of Texas

After recording, return to:
Oncor Electric Delivery Company
Land Records

Surveyor's Sketch
0.019 ACRE, O. T. TYLER SURVEY, ABSTRACT 20, Bell County, Texas.

Exhibit A-1 - Surveyor's Sketch showing Location of Easement Relative to Property Corners.

(ROW Varies) (Asphalt Surface)
F. M. 93
PUBLIC MAINTAINED ROADWAY

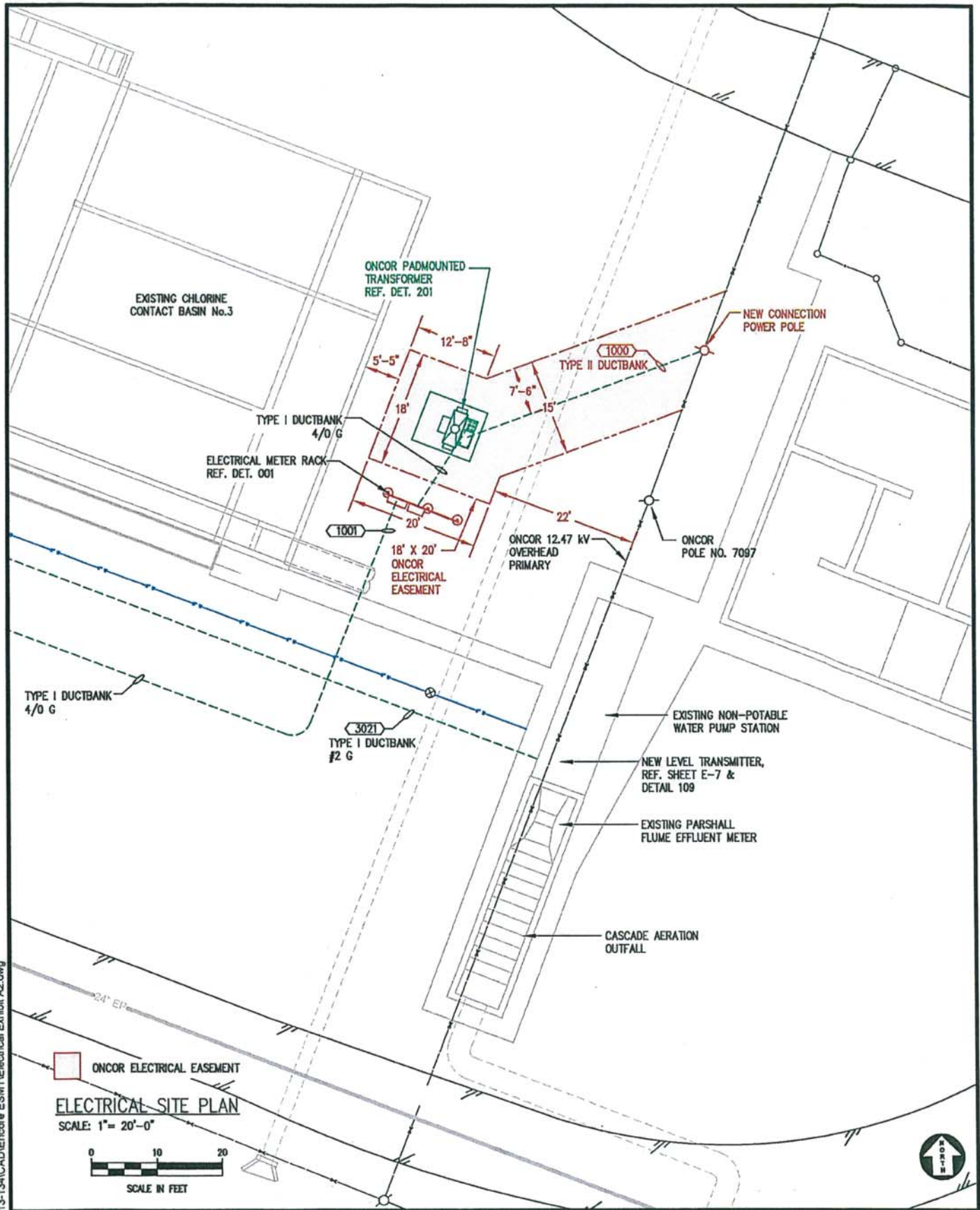


This project is referenced to the City of Temple Coordinate System, an extension of the Texas Coordinate System of 1403, Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 33. The theta angle at City Monument No. 33 is 01°33'07". The combined correction factor (CCF) is 0.999833. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Published City coordinates for City Monument No. 33 are N= 10363364.80 E= 3234906.42

ACS
ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-770-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600

Scale: 1" = 10'
Job No.: 140629
Dwg No.: 140629
Drawn by: SLW
Surveyor: CCL #4636
Copyright 2014 All County Surveying, Inc.

Plot Date: 08-21-2014

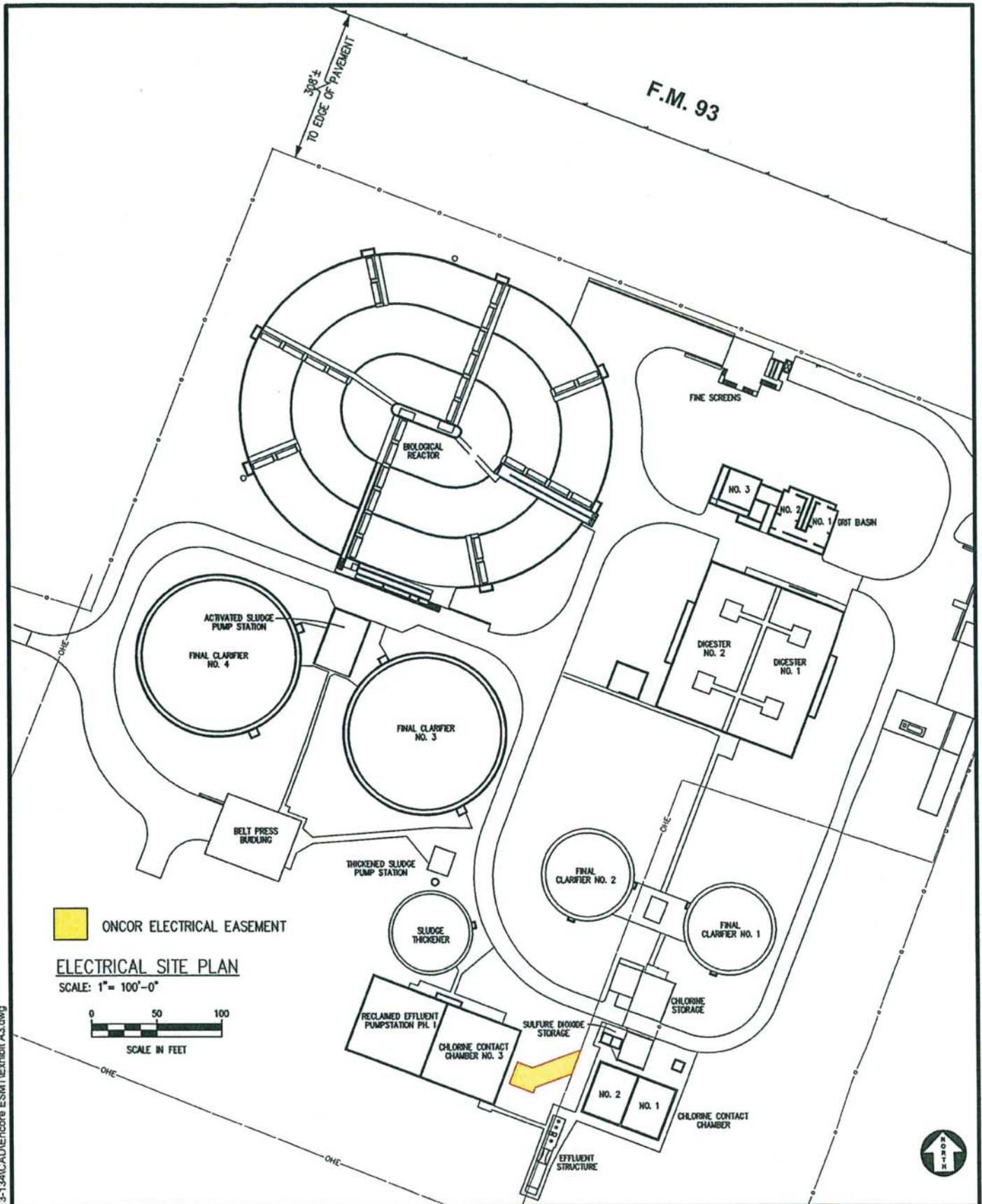


CITY OF TEMPLE, TEXAS

**TEMPLE-BELTON WASTEWATER TREATMENT PLANT
RECLAIMED EFFLUENT PUMP STATION - PHASE I**

**ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT
EXHIBIT "A-2"**

P:\Temple\2013\2013-134\CAD\Encore ESM\TE\Electrical Exhibit A2.dwg



CITY OF TEMPLE, TEXAS

**TEMPLE-BELTON WASTEWATER TREATMENT PLANT
RECLAIMED EFFLUENT PUMP STATION - PHASE I**

**ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT
GENERAL LOCATION MAP - EXHIBIT "A-3"**

Easement Width: 15FT Oncor Electric Delivery Company LLC Easement

Denotes Easement

Scale: N.T.S.



The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: City of Belton and City of Temple

Bell County Document Number: 201300043829

Survey: O.T. Tyler League Abstract: 20

District: Temple WR#: 3233400

RESOLUTION NO. 2014-7486-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A UTILITY EASEMENT TO GRANT ONCOR ELECTRIC DELIVERY COMPANY, LLC, AN APPROXIMATELY 0.019 ACRE EASEMENT AT THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT, FOR ELECTRICAL POWER FACILITIES TO SERVE THE RECLAIMED EFFLUENT PUMP STATION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on September 5, 2013, Council authorized a professional services agreement with Kasberg, Patrick & Associates, LP, for engineering services required to design and bid the Panda Temple-Belton Wastewater Treatment Plant (TBP) Reclaimed Effluent Pump Station;

Whereas, on April 3, 2014, Council authorized a construction contract with Austin Engineering Co., Inc. of Austin for activities required to construct this project;

Whereas, this utility easement is required for Oncor Electric Delivery Company LLC to install its electric facilities at the TBP site to supply power to the Effluent Pump Station - these electric facilities include an Oncor pad-mounted transformer, electrical duct bank, and new power pole;

Whereas, the TBP is co-owned by the Cities of Temple and Belton, with the City of Temple owning an undivided 75% interest in the property and the City of Belton owning an undivided 25% interest in the property - the City of Belton approved this easement during their August 26, 2014 City Council Meeting; and

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

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

Part 1: The City Council authorizes the City Manager, or his designee, to execute a utility easement to Oncor Electric Delivery Company, LLC, after approval as to form by the City Attorney, for an approximately 0.019 acre easement at the Temple-Belton Wastewater Treatment Plant for electric power facilities to serve the Panda Reclaimed Effluent Pump Station.

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 18th day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(M)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Traci L. Barnard, Director of Finance

ITEM DESCRIPTION: SECOND READING – Consider adopting an ordinance authorizing an amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing and Project Plans to appropriate additional funds for Line 404, Santa Fe Plaza, and Line 401, Downtown Improvements in FY 2014.

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

ITEM SUMMARY: At their August 27, 2014 regular meeting, the Reinvestment Zone No. 1 Board approved the recommendation of this amendment. Below is a summary of the proposed Financing and Project Plans amendment.

Appropriating additional funds needed for the Santa Fe Plaza:

Line 404 – Santa Fe Plaza: In the current adopted Financing and Project Plans, there is \$300,000 allocated for the Santa Fe Plaza design. Due to the expanded scope of the project, the cost for the professional services to design has increased to \$538,600. An additional \$238,600 is needed to fund the proposed professional services agreement with Kasberg, Patrick & Associates, LP.

Line 353 – Lorraine Drive/Panda Drive Asphalt: The project has been completed. There is currently \$270,494 fund remaining that can be reallocated to the Santa Fe Plaza project.

Appropriating additional funds needed for the Downtown Rail Safety Zones:

Line 401 – Downtown Improvements: Council awarded construction to the low bidder, Legends Landscapes, LLC (Legends), on July 17th for the Downtown Rail Safety Zones. On August 19th, Legends confirmed that they will not execute the construction contract. On August 22nd, RM Rodriguez confirmed their willingness to honor their June 3rd bid price of \$590,887 and contract with the City to build the project.

There is currently \$564,597 available for the project. An additional \$26,290 is needed to fund the construction contract. Funds are also needed for ROW in the amount of \$9,980. In addition, we

recommend adding 5% contingency to the project budget. The total recommended amendment for additional construction funding, ROW and project contingency is \$66,000 to Line 401.

Since Legends will not execute the contract, the City will be making a claim against their performance bond which is equivalent to 5% of the contract amount, \$26,369. Those funds will be used to offset the increase in price for RM Rodriguez.

Line 700 – Fund Balance: On April 23, 2014, the Financing and Project Plans were amended to recognize additional tax increment received in FY 2014 of \$754,141. There is currently \$52,986 of the tax increment funds remaining that can be allocated to the Downtown Rail Safety Zones.

FISCAL IMPACT: The proposed amendment allocates funding within the FY 2014 Financing/Project Plans as shown below:

- Increase Line 404, Santa Fe Plaza - \$238,600
 - Decrease Line 353, Lorraine Drive/Panda Drive Asphalt - \$238,600
- Increase Line 401, Downtown Improvements - \$66,000
 - Increase Line 14, Other Revenues (performance bond) - \$26,369
 - Decrease Line 700, Fund Balance (FY 14 Tax Increment) - \$39,631

ATTACHMENTS:

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

FINANCING PLAN
Page 1 of 5

	DESCRIPTION	Y/E 9/30/14 Year 32	Y/E 9/30/15 Year 33	Y/E 9/30/16 Year 34	Y/E 9/30/17 Year 35	Y/E 9/30/18 Year 36	Y/E 9/30/19 Year 37	Y/E 9/30/20 Year 38	Y/E 9/30/21 Year 39	Y/E 9/30/22 Year 40
1	"Taxable Increment"	\$ 153,016,117	\$ 157,254,113	\$ 322,383,715	\$ 340,364,509	\$ 424,792,743	\$ 429,040,670	\$ 433,331,077	\$ 437,664,368	\$ 468,734,522
1	FUND BALANCE, Begin	\$ 30,501,761	\$ 2,219,170	\$ 1,500,369	\$ 2,191,724	\$ 2,210,260	\$ 2,164,127	\$ 2,131,939	\$ 2,132,324	\$ 2,145,611
2	Adjustments to Debt Service Reserve	1,765,643	-	-	-	-	-	-	-	-
3	Fund Balance Available for Appropriation	\$ 32,267,404	\$ 2,219,170	\$ 1,500,369	\$ 2,191,724	\$ 2,210,260	\$ 2,164,127	\$ 2,131,939	\$ 2,132,324	\$ 2,145,611
SOURCES OF FUNDS:										
4	Tax Revenues	5,602,698	4,908,567	13,233,921	13,777,927	16,158,502	16,307,892	16,458,775	16,611,168	17,096,375
6	Allowance for Uncollected Taxes	(72,728)	(73,629)	(198,509)	(206,669)	(242,378)	(244,618)	(246,882)	(249,168)	(256,446)
8	Interest Income-Other	50,000	50,000	50,000	50,000	50,000	40,000	40,000	30,000	10,000
10	Grant Funds	-	-	-	-	-	-	-	-	-
12	License Fee - Central Texas Railway	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
14	Other Revenues	589,369	-	-	-	-	-	-	-	-
17	Bond Issue	-	-	-	-	-	-	-	-	-
20	Total Sources of Funds	\$ 6,205,339	\$ 4,920,938	\$ 13,121,412	\$ 13,657,258	\$ 16,002,124	\$ 16,139,274	\$ 16,287,893	\$ 16,428,000	\$ 16,885,929
25	TOTAL AVAILABLE FOR APPROPRIATION	\$ 38,472,743	\$ 7,140,108	\$ 14,621,782	\$ 15,848,982	\$ 18,212,384	\$ 18,303,400	\$ 18,419,833	\$ 18,560,325	\$ 19,031,540
USE OF FUNDS:										
DEBT SERVICE										
26	2003 Bond Issue (\$11.740)	-	-	-	-	-	-	-	-	-
27	2008 Bond Issue (\$16.010 mil)	-	-	-	-	-	-	-	-	-
27	2009 Bond Refunding	1,479,969	1,499,769	1,508,775	1,510,150	1,488,750	1,485,000	-	-	-
28	2008 Bond Issue-Taxable (\$10.365 mil)	1,240,495	1,239,233	1,240,854	1,240,096	1,241,957	1,241,173	1,237,744	1,241,670	1,242,422
29	Debt Service - 2011A Issue (Refunding)	914,900	914,450	913,550	912,200	908,350	915,950	2,497,800	2,497,550	2,494,950
30	Debt Service - 2012 Issue (Refunding)	17,700	17,700	82,700	76,400	79,600	77,650	80,050	77,250	78,750
31	Debt Service - 2013 Issue (\$25.260 mil)	906,910	924,894	924,894	2,034,894	2,047,694	2,048,344	2,047,944	2,046,494	2,031,494
32	Issuance Costs	-	-	-	-	-	-	-	-	-
33	Refunding Bonds Proceeds	-	-	-	-	-	-	-	-	-
34	Payment to Refunding Bond Agent	-	-	-	-	-	-	-	-	-
32	Bond Discount	-	-	-	-	-	-	-	-	-
35	Paying Agent Services	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
40	Subtotal-Debt Service	4,561,174	4,597,246	4,671,973	5,774,940	5,767,551	5,769,317	5,864,738	5,864,164	5,848,816
OPERATING EXPENDITURES										
50	Prof Svcs/Proj Mgmt	212,638	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,100
53	Legal/Audit	1,200	1,200	1,200	1,300	1,300	1,300	1,300	1,300	1,300
54	Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
55	Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
56	Rail Maintenance	211,799	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58	Road/Signage Maintenance	233,077	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60	Contractual Payments [TEDC - Marketing]	199,650	219,615	241,577	253,655	266,338	279,655	293,638	308,320	323,736
62	TISD-Reimbursement [per contract]	25,000	26,250	26,250	26,250	27,563	27,563	27,563	28,941	28,941
65	Subtotal-Operating Expenditures	1,058,364	797,065	819,027	831,205	845,201	858,518	872,501	888,561	904,077
70	TOTAL DEBT & OPERATING EXPENDITURES	\$ 5,619,538	\$ 5,394,311	\$ 5,491,000	\$ 6,606,145	\$ 6,612,752	\$ 6,627,835	\$ 6,737,239	\$ 6,752,725	\$ 6,752,893
80	Funds Available for Projects	\$ 32,853,205	\$ 1,745,797	\$ 9,130,782	\$ 9,242,837	\$ 11,599,633	\$ 11,675,565	\$ 11,682,594	\$ 11,807,600	\$ 12,278,648
PROJECTS										
150	Temple Industrial Park	9,900,000	-	-	-	-	-	-	-	-
200	Corporate Campus Park	2,954,680	-	-	-	-	-	-	-	-
250	Bioscience Park	2,503,658	-	-	-	-	-	-	-	-
350	Northwest Loop 363 Improvements (TxDOT commitment)	-	-	-	-	-	-	-	-	-
400	Synergy Park	893,875	-	-	-	-	-	-	-	-
450	Downtown	1,938,578	245,428	661,696	688,896	807,925	815,395	822,939	830,558	854,819
500	TMED	11,097,857	-	-	-	-	-	-	-	-
510	Airport Park	1,345,387	-	-	-	-	-	-	-	-
610	Public Improvements	-	-	6,277,362	6,343,681	8,627,581	8,728,231	8,727,331	8,831,431	9,247,881
	Subtotal-Projects	30,634,035	245,428	6,939,058	7,032,577	9,435,506	9,543,626	9,550,270	9,661,989	10,102,700
	TOTAL USE OF FUNDS	\$ 36,253,573	\$ 5,639,739	\$ 12,430,058	\$ 13,638,722	\$ 16,048,258	\$ 16,171,461	\$ 16,287,509	\$ 16,414,714	\$ 16,855,593
709	FUND BALANCE, End	\$ 2,219,170	\$ 1,500,369	\$ 2,191,724	\$ 2,210,260	\$ 2,164,127	\$ 2,131,939	\$ 2,132,324	\$ 2,145,611	\$ 2,175,948

Summary Financing Plan with Detailed Project Plan

Project Plan - 08/27/14 - to Zone Board

PROJECT PLAN

SUMMARY FINANCING PLAN									
	2014	2015	2016	2017	2018	2019	2020	2021	2022
1 Beginning Available Fund Balance, Oct 1	\$ 30,501,761	\$ 2,219,170	\$ 1,500,369	\$ 2,191,724	\$ 2,210,260	\$ 2,164,127	\$ 2,131,939	\$ 2,132,324	\$ 2,145,611
20 Total Sources of Funds	6,205,339	4,920,938	13,121,412	13,657,258	16,002,124	16,139,274	16,287,893	16,428,000	16,885,929
2 Adjustments to Debt Service Reserve	1,765,643	-	-	-	-	-	-	-	-
25 Net Available for Appropriation	38,472,743	7,140,108	14,621,782	15,848,982	18,212,384	18,303,400	18,419,833	18,560,325	19,031,540
50/52 General Administrative Expenditures	213,838	176,200	176,200	176,300	176,300	176,300	176,300	176,300	176,400
54 Zone Park Maintenance [mowing, utilities, botanical supplies]	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
55 Zone Park Maintenance [maintenance]	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
56 Rail Maintenance	211,799	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
58 Road/Signage Maintenance	233,077	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
60 Contractual Payments (TEDC - Marketing)	199,650	219,615	241,577	253,655	266,338	279,655	293,638	308,320	323,736
62 TISD-Reimbursement [per contract]	25,000	26,250	26,250	26,250	27,563	27,563	27,563	28,941	28,941
26 Debt Service - 2003 Issue (\$11.740 mil)	-	-	-	-	-	-	-	-	-
27 Debt Service - 2009 Issue (Refunding)	1,479,969	1,499,769	1,508,775	1,510,150	1,488,750	1,485,000	-	-	-
28 Debt Service - 2008 Taxable Issue (\$10.365 mil)	1,240,495	1,239,233	1,240,854	1,240,096	1,241,957	1,241,173	1,237,744	1,241,670	1,242,422
29 Debt Service - 2011A Issue (Refunding)	914,900	914,450	913,550	912,200	908,350	915,950	2,497,800	2,497,550	2,494,950
30 Debt Service - 2012 Issue (Refunding)	17,700	17,700	82,700	76,400	79,600	77,650	80,050	77,250	78,750
31 Debt Service - 2013 Issue (\$25.260 mil)	906,910	924,894	924,894	2,034,894	2,047,694	2,048,344	2,047,944	2,046,494	2,031,494
32 Issuance Costs	-	-	-	-	-	-	-	-	-
32 Bond Discount	-	-	-	-	-	-	-	-	-
33 Paying Agent Services	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
70 Total Debt & Operating Expenditures	5,619,538	5,394,311	5,491,000	6,606,145	6,612,752	6,627,835	6,737,239	6,752,725	6,752,893
80 Funds Available for Projects	\$ 32,853,205	\$ 1,745,797	\$ 9,130,782	\$ 9,242,837	\$ 11,599,633	\$ 11,675,565	\$ 11,682,594	\$ 11,807,600	\$ 12,278,648
PROJECT PLAN									
	2014	2015	2016	2017	2018	2019	2020	2021	2022
TEMPLE INDUSTRIAL PARK:									
100 Northern "Y" Phase I	200,000	-	-	-	-	-	-	-	-
101 Trans-Load Grading (full site) (East)	185,000	-	-	-	-	-	-	-	-
102 Ladder Track Phase II	-	-	-	-	-	-	-	-	-
103 Pepper Creek Main Stem Regional Detention Pond	850,000	-	-	-	-	-	-	-	-
104 Research Pkwy (IH 35 to Wendland Ultimate)	2,705,000	-	-	-	-	-	-	-	-
105 Research Pkwy (Wendland to McLane Pkwy)	5,960,000	-	-	-	-	-	-	-	-
106 Northeast Utilities @ IH 35/Loop 363	-	-	-	-	-	-	-	-	-
150 Total North Zone/Rail Park (including Enterprise Park)	9,900,000	-	-	-	-	-	-	-	-
CORPORATE CAMPUS PARK:									
155 Bioscience Trail Connection to Airport	750,000	-	-	-	-	-	-	-	-
156 McLane Pkwy/Research Pkwy Connection	704,680	-	-	-	-	-	-	-	-
157 Research Pkwy (McLane Pkwy to Central Point Pkwy)	1,500,000	-	-	-	-	-	-	-	-
200 Total Corporate Campus Park	2,954,680	-	-	-	-	-	-	-	-
BIOSCIENCE PARK:									
204 Pepper Creek Trail Connection to S&W	29,258	-	-	-	-	-	-	-	-
205 Bioscience Park Service Road & Utility Extensions	724,400	-	-	-	-	-	-	-	-
207 Trail Landscaping, Irrigation and Lights	1,750,000	-	-	-	-	-	-	-	-
250 Total Bio-Science Park	2,503,658	-	-	-	-	-	-	-	-
350 Northwest Loop 363 Improvements (TxDOT commitment)	-	-	-	-	-	-	-	-	-
SYNERGY PARK:									
351 Lorraine Drive (Southeast Industrial Park) - [\$1.5M total project cost]	22,475	-	-	-	-	-	-	-	-
352 Entry Enhancement	500,000	-	-	-	-	-	-	-	-
353 Lorraine Drive/Panda Drive Asphalt	371,400	-	-	-	-	-	-	-	-
354 Improvements/Contingency for Synergy Park	-	-	-	-	-	-	-	-	-
400 Total Synergy Park	893,875	-	-	-	-	-	-	-	-
DOWNTOWN:									
401 Downtown Improvements [1999 Ordinance]	1,274,978	245,428	661,696	688,896	807,925	815,395	822,939	830,558	854,819
402 Rail Safety Zone Study	-	-	-	-	-	-	-	-	-
403 Lot Identification & Signage	-	-	-	-	-	-	-	-	-
404 Santa Fe Plaza	538,600	-	-	-	-	-	-	-	-
405 Downtown Master Plan	125,000	-	-	-	-	-	-	-	-
406 MLK Park	-	-	-	-	-	-	-	-	-
450 Total Downtown	1,938,578	245,428	661,696	688,896	807,925	815,395	822,939	830,558	854,819
TMED:									
451 TMED - 1st Street @ Temple College - STEP Grant Match	59,046	-	-	-	-	-	-	-	-
452 Master Plan Integration 2010	1,550	-	-	-	-	-	-	-	-
453 TMED - 1st Street @ Loop 363 Design/Construction - Design only	71,420	-	-	-	-	-	-	-	-
454 TMED - Friars Creek Trail 5th Street to S&W Blvd. - [\$1.9M total project cost - DOE Grant of \$400K]	195,881	-	-	-	-	-	-	-	-
455 Avenue R - S&W Blvd, Ave R - 19th Intersections	1,962,640	-	-	-	-	-	-	-	-
456 Ave U from S&W Blvd to 1st St & 13th to 17th connector from Ave R to Loop 363	19,122	-	-	-	-	-	-	-	-
457 South 1st Street Improvements from the Temple College Apartments to Ave O	-	-	-	-	-	-	-	-	-
458 Loop 363 Frontage Rd (UPRR to 5th TIRZ portion)	6,326,548	-	-	-	-	-	-	-	-
459 Monumentation	520,000	-	-	-	-	-	-	-	-
460 Ave U TMED Ave. to 1st Street	1,275,000	-	-	-	-	-	-	-	-
461 TMED Master Plan (Health Care Campus)	125,000	-	-	-	-	-	-	-	-
462 TMED Master Plan & Thoroughfare Plan	55,000	-	-	-	-	-	-	-	-
463 Friars Creek Trail to Ave. R Trail	486,650	-	-	-	-	-	-	-	-
464 Veteran's Memorial Blvd. Phase II	-	-	-	-	-	-	-	-	-
500 Total TMED	11,097,657	-	-	-	-	-	-	-	-
AIRPORT PARK:									
501 Gateway Entrance Projects	-	-	-	-	-	-	-	-	-
502 Airport Corporate Hangar Development/Improvements	25,387	-	-	-	-	-	-	-	-
503 Fuel Farm Loop Roadway	110,000	-	-	-	-	-	-	-	-
504 Airport Terminal Access Enhancement	115,000	-	-	-	-	-	-	-	-
505 Airport Entry Landscaping & Signage	230,000	-	-	-	-	-	-	-	-
506 Northwest Airport Parking & Entrance	865,000	-	-	-	-	-	-	-	-
507 East Airport Commercial Facility Improvements	-	-	-	-	-	-	-	-	-
508 Corporate Hangar Phase II	-	-	-	-	-	-	-	-	-
550 Total Airport Park	1,345,387	-	-	-	-	-	-	-	-
610 Public Improvements	-	-	6,277,362	6,343,681	8,627,581	8,728,231	8,727,331	8,831,431	9,247,881
Total Planned Project Expenditures	30,634,035	245,428	6,939,058	7,032,577	9,435,506	9,543,626	9,550,270	9,661,989	10,102,700
700 Available Fund Balance at Year End	\$ 2,219,170	\$ 1,500,369	\$ 2,191,724	\$ 2,210,260	\$ 2,164,127	\$ 2,131,939	\$ 2,132,324	\$ 2,145,611	\$ 2,175,948

ORDINANCE NO. 2014-4683

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1 FINANCING AND PROJECT PLANS TO APPROPRIATE ADDITIONAL FUNDS FOR LINE 404, SANTA FE PLAZA, AND LINE 401, DOWNTOWN IMPROVEMENTS IN FISCAL YEAR 2014; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; DECLARING FINDINGS OF FACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Whereas, the Council adopted a Project Plan and Reinvestment Zone Financing Plan for the Zone by Ordinance No. 1525 adopted on December 22, 1983, and thereafter amended such plans by Ordinance No. 1664 adopted on June 20, 1985, Ordinance No. 1719 adopted on November 21, 1985, Ordinance No. 1888 adopted on December 21, 1987, Ordinance No. 1945 adopted on October 20, 1988; Ordinance No. 1961 adopted on December 1, 1988; Ordinance No. 2039 adopted on April 19, 1990; Ordinance No. 91-2119 adopted on December 5, 1991; Ordinance No. 92-2138 adopted on April 7, 1992; Ordinance No. 94-2260 adopted on March 3, 1994; Ordinance No. 95-2351 adopted on June 15, 1995; Ordinance No. 98-2542 adopted on February 5, 1998; Ordinance No. 98-2582 adopted on November 19, 1998; Ordinance No. 99-2619 adopted on March 18, 1999; Ordinance No. 99-2629 adopted on May 6, 1999; Ordinance No. 99-2631 adopted on May 20, 1999; Ordinance No. 99-2647 adopted on August 19, 1999; Ordinance No. 99-2678 adopted on December 16, 1999; Ordinance No. 2000-2682 adopted on January 6, 2000; Ordinance No. 2000-2729 adopted on October 19, 2000; Ordinance No. 2001-2772 adopted on June 7, 2001; Ordinance No. 2001-2782 adopted on July 19, 2001; Ordinance No. 2001-2793 adopted on September 20, 2001; Ordinance No. 2001-2807 on November 15, 2001; Ordinance No. 2001-2813 on December 20, 2001; Ordinance No. 2002-2833 on March 21, 2002; Ordinance No. 2002-2838 on April 18, 2002; Ordinance No. 2002-3847 on June 20, 2002; Ordinance No. 2002-3848 on June 20, 2002; Ordinance No. 2002-3868 on October 17, 2002; Ordinance No. 2003- 3888 on February 20, 2003; Ordinance No. 2003-3894 on April 17, 2003; Ordinance No 2003-3926 on September 18, 2003; Ordinance No. 2004-3695 on July 1, 2004; Ordinance No. 2004-3975 on August 19, 2004; Ordinance No. 2004-3981 on September 16, 2004; Ordinance No. 2005-4001 on May 5, 2005; Ordinance No. 2005-4038 on September 15, 2005; Ordinance No. 2006-4051 on January 5, 2006; Ordinance No. 2006-4076 on the 18th day of May, 2006; Ordinance No. 2006-4118; Ordinance No. 2007-4141 on the 19th day of April, 2007; Ordinance No. 2007-4155 on July 19, 2007; Ordinance No. 2007-4172 on the 20th day of September, 2007; Ordinance No. 2007-4173 on October 25, 2007; Ordinance No. 2008-4201 on the 21st day of February, 2008; and Ordinance No. 2008-4217 the 15th day of May, 2008; Ordinance No. 2008-4242 the 21st day of August, 2009; Ordinance No. 2009-4290 on the 16th day of April, 2009; Ordinance No. 2009-4294 on the 21st day of May, 2009; Ordinance No. 2009-4316 on the 17th day of September, 2009; Ordinance No. 2009-4320 on the 15th day of October, 2009; Ordinance No. 2010-4338 on the 18th day of February, 2010; Ordinance No. 2010-4371 on the 19th day of August, 2010; Ordinance No.

2010-4405 on November 4, 2010; Ordinance No. 2011-4429 on March 17, 2011; Ordinance No. 2011-4455 on July 21, 2011; Ordinance No. 2011-4477 on October 20, 2011; Ordinance No. 2012-4540 on June 21, 2012; and Ordinance No. 2012-4546 on July 19, 2012; Ordinance No. 2012-4554 on September 20, 2012; Ordinance No. 2012-4566 on November 15, 2012; Ordinance No. 2013-4595 on June 20, 2013; Ordinance No. 2014-4665 on May 15, 2014; Ordinance No. 2014-4683;

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

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

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

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

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

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

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

Part 2: Reinvestment Zone Financing and Project Plans. The amendment to the Tax Increment Financing Reinvestment Zone No. 1 Financing Plan, heretofore adopted by the Board of Directors of the Zone and referred to in the preamble of this ordinance, is hereby approved and adopted, as set forth in the Amendments to Reinvestment Zone Number 1, City of Temple, Texas, attached hereto as Exhibits A and B.

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

Part 4: Copies to Taxing Units. The City Secretary shall provide a copy of the amendment to the Reinvestment Zone Financing and Project Plans to each taxing unit that taxes real property located in the Zone.

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

Part 6: Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Part 7: Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

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

PASSED AND APPROVED on First Reading and Public Hearing on the **4th** day of **September**, 2014.

PASSED AND APPROVED on Second Reading on the **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



CITY COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(N)
Consent Agenda
Page 1 of 2

DEPT. / DIVISION SUBMISSION & REVIEW:

Brynn Myers, Assistant City Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick, & Associates, LP (KPA) of Temple for professional services required for the design of Santa Fe Plaza in an amount not to exceed \$538,600.

STAFF RECOMMENDATION: Adopt resolution as presented.

ITEM SUMMARY: This project includes development of the Santa Fe Plaza in conjunction with the recently developed Downtown Master Plan. The Santa Fe Plaza will be located between Avenue A and the Santa Fe Depot north and south and between 7th and 5th Streets east and west.

The Santa Fe Plaza portion of the project will include landscaping, irrigation, water feature, stage area, shade structures, benches, trash receptacles and other amenities. In addition to the Santa Fe Plaza improvements Avenue A (9th to 3rd), Avenue B (9th to 3rd), 9th Street (Avenue A to Avenue B), 7th Street (Avenue A to Avenue B) and 5th Street (Avenue A to Avenue B) will have paving, drainage, utility, sidewalk, lighting, landscaping, and irrigation improvements.

Parking facilities will be designed around the Santa Fe Plaza improvements as shown on the attached exhibit. The parking facilities will include lighting, landscaping and irrigation.

The design phases for the project can be completed in 300 days from the notice to proceed.

The consultant's services recommended under this amendment include the following tasks and costs:

Schematic Civil Design	\$95,460
Schematic Landscape Design	45,600
Schematic Electrical Design	14,600
Final Civil Design	216,940
Final Landscape Design	105,100
Final Electrical Design	33,800
Design Surveys	11,400
Geotechnical Analysis	15,700
TOTAL	<u>\$ 538,600</u>

At their August 27, 2014 meeting, the Reinvestment Zone No. 1 Board of Directors made a recommendation to City Council to authorize this contract.

FISCAL IMPACT: A Financing and Project Plan amendment is being presented to Council that will fund the additional amount needed for this professional services agreement. Once the plans are amended, funding will be available in Line 404, account 795-9800-531-6870, project #101008, Santa Fe Plaza, to fund the agreement in the amount of \$538,600.

ATTACHMENTS:

[Proposal](#)
[Exhibit Map](#)
[Resolution](#)



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

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

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

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

July 10, 2014

Ms. Brynn Myers
Assistant City Manager
2 North Main Street
Temple, Texas 76501

Re: City of Temple, Texas
Temple Reinvestment Zone – Downtown Santa Fe Plaza

Dear Ms. Myers:

At the request of the City of Temple and The Temple Reinvestment Zone (TRZ), we are submitting this proposal for the above referenced project. The project consists of developing design documents for the Santa Fe Plaza ready for bidding and construction phase services to complete the project. This project team (KPA Team) will include KPA Engineers and TBG.

PROJECT

The project includes development of the Santa Fe Plaza in conjunction with the recently developed Downtown Master Plan. The Santa Fe Plaza will be located between Avenue A and the Santa Fe Depot north and south and between 7th and 5th Streets east and west. The Santa Fe Plaza portion of the project will include landscaping, irrigation, water feature, stage area, shade structures, benches, trash receptacles and other amenities. In addition to the Santa Fe Plaza improvements Avenue A (9th to 3rd), Avenue B (9th to 3rd), 9th Street (Avenue A to Avenue B), 7th Street (Avenue A to Avenue B) and 5th Street (Avenue A to Avenue B) will have paving, drainage, utility, sidewalk, lighting, landscaping and irrigation improvements. Parking facilities will be designed around the Santa Fe Plaza improvements as shown on the attached exhibit. The parking facilities will include lighting, landscaping and irrigation. The design phases for the project can be completed in three hundred days from the notice to proceed.

BASIC SCOPE OF SERVICES

SCHEMATIC DESIGN

A. Description of Services

1. Santa Fe Plaza

- a. Preliminary site grading and transition to street rights-of-way
- b. Hydrology and hydraulics analysis for the Santa Fe Plaza area
- c. Preliminary storm water conveyance
- d. Preliminary landscape treatments and design approaches
- e. Preliminary water feature design
- f. Preliminary shade structure design
- g. Irrigation concepts
- h. Preliminary site utility design
- i. Preliminary electrical design
- j. Preliminary lighting design

2. Avenue A (9th to 3rd), Avenue B (9th to 3rd), 9th Street (Avenue A to Avenue B), 7th Street (Avenue A to Avenue B) and 5th Street (Avenue A to Avenue B)

- a. Review and analysis of existing streets condition
- b. Development of a street rehabilitation/reconstruction section based on geotechnical analysis
- c. Review of existing street sections
- d. Preliminary design of proposed street sections
- e. Preliminary design for horizontal and vertical geometry for streets
- f. Hydrology and hydraulic analysis of all streets
- g. Preliminary determination of storm water conveyance
- h. Review of exiting water and wastewater utilities
- i. Preliminary design of proposed water and wastewater utility improvements
- j. Preliminary design of sidewalks with connections to street crossings
- k. Preliminary design for street parking
- l. Preliminary design for street landscaping and irrigation
- m. Preliminary design for street lighting and electrical

3. Parking Facilities

- a. Preliminary layout for parking facilities
- b. Preliminary design for parking facility pavement sections
- c. Preliminary vertical design for parking facilities
- d. Hydrology and hydraulic analysis for all parking facilities
- e. Preliminary determination of storm water conveyance
- f. Preliminary design for pedestrian facilities with connection to street and Santa Fe Plaza pedestrian access
- g. Preliminary parking layout

- h. Preliminary design for landscaping and irrigation
- i. Preliminary design for lighting and electrical

4. Utility Coordination

- a. Establish all existing utilities and prepare a working exhibit for illustration
- b. Hold a utility coordination meeting to discuss project goals and potential utility relocations
- c. Prepare a preliminary exhibit illustrating existing utilities and proposed relocations for coordination

B. Deliverables

- 1. The KPA Team will develop drawings, plans, sections and illustrations and other information to describe the nature, quality and scope of the project. This will include a color rendered illustrative master plan, sections, elevations and perspectives.
- 2. Image boards will accompany illustrative graphics in order to further convey the intent of the proposed design.
- 3. The KPA Team will furnish one (1) set of schematic design drawings at the completion of schematic design.
- 4. The KPA Team will update an order of magnitude cost estimate at the completion of schematic design.

Based upon your approval of the schematic design documents and associated budget, The KPA Team will prepare construction drawings and specifications to properly describe the nature and scope of the project. These documents will be suitable for review, bidding and construction purposes. Completed construction documents will include the following:

FINAL DESIGN

A. Description of Services

1. Santa Fe Plaza

- a. Final site grading and transition to street rights-of-way
- b. Final storm water conveyance design
- c. Final landscape treatments and design approaches
- d. Final design of water feature
- e. Final design of shade structure(s)
- f. Final design for irrigation
- g. Final site utility design
- h. Final electrical design
- i. Final lighting design

2. **Avenue A (9th to 3rd), Avenue B (9th to 3rd), 9th Street (Avenue A to Avenue B), 7th Street (Avenue A to Avenue B) and 5th Street (Avenue A to Avenue B)**
 - a. Final design of a street rehabilitation/reconstruction section(s) based on geotechnical analysis
 - b. Final design of proposed street sections
 - c. Final design for horizontal and vertical geometry for streets
 - d. Final determination of storm water conveyance
 - e. Final design of proposed water and wastewater utility improvements
 - f. Final design of sidewalks with connections to street crossings
 - g. Final design for street parking
 - h. Final design for street landscaping and irrigation
 - i. Final design for street lighting and electrical
 3. **Parking Facilities**
 - a. Final layout for parking facilities
 - b. Final design for parking facility pavement sections
 - c. Final vertical design for parking facilities
 - d. Final hydraulic analysis for all parking facilities
 - e. Final determination of storm water conveyance
 - f. Final design for pedestrian facilities with connection to street and Santa Fe Plaza pedestrian access
 - g. Final parking layout
 - h. Final design for landscaping and irrigation
 - i. Final design for lighting and electrical
 4. **Utility Coordination**
 - a. Hold a final utility coordination meeting to discuss relocation timelines and costs
 - b. Prepare a final exhibit illustrating existing final locations for all utilities
 5. Preparation of required specification sections and ADA compliance related reviews and approvals
 6. Final cost estimate with detailed quantities
- B. Deliverables
1. The KPA Team will provide the Client with a final opinion of probable cost based on all elements of the project and current bid prices.
 2. The KPA Team will provide a complete set of original, reproducible construction documents, specifications in electronic format and in a form suitable for competitive bids.

Ms. Brynn Myers

July 10, 2014

Page 5

The scope of work referenced above for the Downtown Santa Fe Project can be completed for the lump sum price of \$538,600. Below is a breakdown of project costs by individual item. We are pleased to submit this proposal and look forward to the benefit it will bring the City of Temple.

Schematic Civil Design	\$	95,460
Schematic Landscape Design	\$	45,600
Schematic Electrical Design	\$	14,600
Final Civil Design	\$	216,940
Final Landscape Design	\$	105,100
Final Electrical Design	\$	33,800
Design Surveys	\$	11,400
Geotechnical Analysis	\$	15,700
Total Lump Sum Amount	\$	538,600

Sincerely,

A handwritten signature in blue ink, appearing to read "R. David Patrick", is written over a horizontal line.

R. David Patrick, P.E., CFM

XC: File

ATTACHMENT "C"

Charges for Additional Services

**City of Temple, Texas
Temple Reinvestment Zone – Downtown Santa Fe Plaza**

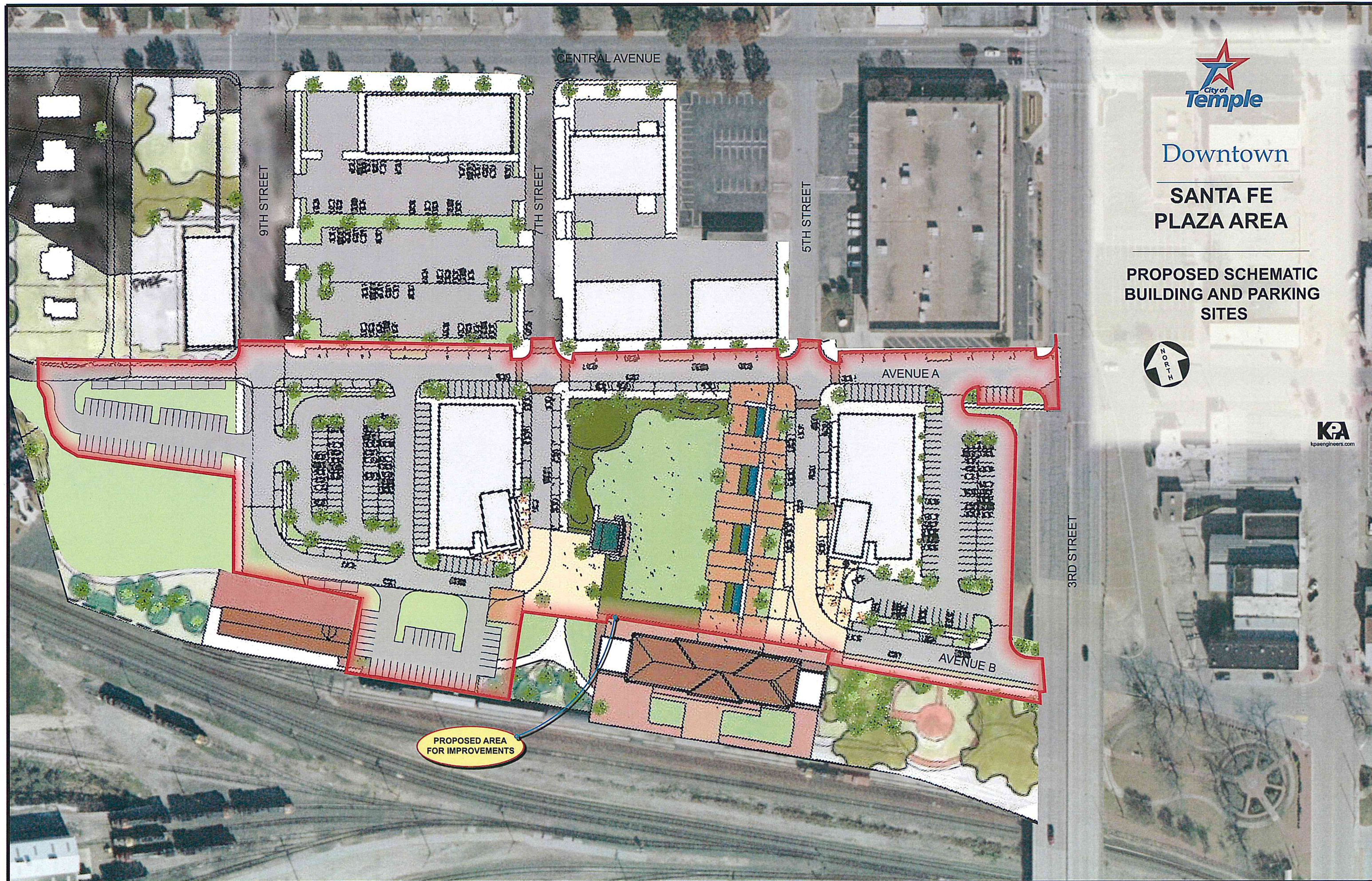
<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 70.00 – 90.00/hour
Project Manager	2.4	55.00 – 70.00/hour
Project Engineer	2.4	45.00 – 55.00/hour
Engineer-in-Training	2.4	35.00 – 45.00/hour
Engineering Technician	2.4	25.00 – 45.00/hour
CAD Technician	2.4	20.00 – 40.00/hour
Clerical	2.4	15.00 – 30.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	100.00 – 135.00/hour
Registered Public Surveyor	1.0	130.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour



Downtown

**SANTA FE
PLAZA AREA**

**PROPOSED SCHEMATIC
BUILDING AND PARKING
SITES**



RESOLUTION NO. 2014-7487-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK & ASSOCIATES, LP, OF TEMPLE, TEXAS, FOR PROFESSIONAL SERVICES REQUIRED FOR THE DESIGN OF SANTA FE PLAZA, IN AN AMOUNT NOT TO EXCEED \$538,600; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the development of the Santa Fe Plaza is in conjunction with the recently developed Downtown Master Plan - the Santa Fe Plaza will be located between Avenue A and the Santa Fe Depot north and south and between 7th and 5th Streets east and west;

Whereas, the Santa Fe Plaza portion of the project will include landscaping, irrigation, water feature, stage area, shade structures, benches, trash receptacles and other amenities - in addition to the Santa Fe Plaza improvements, Avenue A (9th to 3rd), Avenue B (9th to 3rd), 9th Street (Avenue A to Avenue B), 7th Street (Avenue A to Avenue B) and 5th Street (Avenue A to Avenue B) will have paving, drainage, utility, sidewalk, lighting, landscaping, and irrigation improvements;

Whereas, parking facilities will be designed around the Santa Fe Plaza improvements and will include lighting, landscaping and irrigation;

Whereas, at their August 27, 2014 meeting, the Reinvestment Zone No. 1 Board of Directors made a recommendation to City Council to authorize this contract;

Whereas, a Financing and Project Plan amendment is being presented to Council that will fund the additional amount needed for this professional services agreement and once amended, funding will be available in Line 404, Account No. 795-9800-531-6870, Project #101008, Santa Fe Plaza, to fund the agreement in the amount of \$538,600; 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 to a professional services agreement with Kasberg, Patrick & Associates, LP, of Temple, Texas, after approval as to form by the City Attorney, for professional services required for the design of Santa Fe Plaza in an amount not to exceed \$538,600.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(O)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Don Bond, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with RM Rodriguez Construction, LP (RM Rodriguez), of Temple to construct the Downtown Rail Safety Zone improvements in an amount not to exceed \$590,887.

STAFF RECOMMENDATION: Adopt resolution as presented in item discussion.

ITEM SUMMARY: On March 21, 2011, the City contracted with Kasberg, Patrick & Associates, LP (KPA), to develop options to create a Downtown Rail Safety Zone, allowing BNSF locomotives to operate without the use of horns. Their report recommended closing the South 1st Street crossing (just south of downtown) and constructing supplemental safety measures at the South Main Street and MLK crossings (Map attached). On October 18, 2012, Council directed Staff to implement the report.

On April 4, 2013, Council authorized a professional services agreement with KPA to design, bid, and provide construction phase services for the recommended street closure and safety measures in an amount not to exceed \$98,000.

On November 21, 2013, Council authorized closing the BNSF crossing on South 1st Street to vehicular traffic in accordance with KPA's recommendations and railroad policies and procedures.

On May 15, 2014, Council ratified two agreements with BNSF to close the South 1st Street railroad crossing and install signal improvements at South Main Street and MLK. According to the agreements, BNSF will contribute an estimated \$108,309 of signal improvements, and the City will contribute an estimated \$433,236 of signal improvements.

The City opened construction bids on June 3, 2014. Two bids, tabulated in the attachment provided, were submitted in the amounts of \$527,380.55 and \$590,887. Council awarded construction to the low bidder, Legends Landscapes, LLC (Legends), on July 17. On August 19, Legends confirmed that they will not execute the contract. On August 22, RM Rodriguez confirmed their willingness to honor their June 3 bid price and contract with the City to build the project.

KPA has found RM Rodriguez to be a qualified contractor and recommends awarding them construction in their attached letter. On August 27, the Reinvestment Zone #1 Board resolved to recommend that Council award a construction contract as recommended by KPA.

FISCAL IMPACT: A Financing and Project Plan amendment is being present to Council that will fund the additional amount needed for this construction contract. Once the plans are amended, funding will be available in Line 401, account 795-9500-531-6528, project 100697, Downtown Improvements, to fund the construction contract in the amount not to exceed \$590,887.

ATTACHMENTS:

[Map](#)
[Bid Tabulation](#)
[Recommendation Letter](#)
[Resolution](#)



LEGEND



PROPOSED QUIET ZONE

PROPOSED
CLOSED
RAIL CROSSING

PROPOSED
6' WIDE
MEDIANS

PROPOSED
10' WIDE
MEDIANS



**DOWNTOWN
SAFETY ZONES**

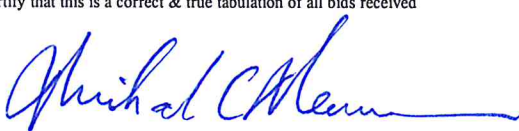
BID TABULATION
CITY OF TEMPLE
DOWNTOWN RAIL SAFETY ZONE
3210 E Avenue H Building C
June 3rd, 2014; 2:00 PM

2013-144-40

					BIDDER INFORMATION			
					Legend Landscapes, LLC 3513 SW HK Dodgen Loop, Suite 201 Temple, TX 76502		RM Rodriguez Construction, LP 5116 S. General Bruce Dr., Suite A Temple, TX 76502	
Bid Proposal Number		Unit	Approximate Quantity	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
General Items								
1	500	1	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Total Amount Bid	\$ 25,200.00	\$ 25,200.00	\$ 20,000.00	\$ 20,000.00
2	506	1	LS	Implement and Administer Stormwater Pollution Prevention Plan for S.1st, Main and MLK Streets in accordance with TCEQ requirements	2,820.00	2,820.00	2,000.00	2,000.00
3	As Needed	1	LS	Provide DVD containing Video of the Project Sites Before the Start and After Completion of Construction on the Project	470.00	470.00	1,500.00	1,500.00
4	COT	1	LS	Provide Project Record Drawings	564.00	564.00	700.00	700.00
5	BNSF	1	LS	Provide Railroad Protective Insurance Meeting the Requirements of Working Within the BNSF Right-of-Way	6,768.00	6,768.00	1,500.00	1,500.00
6	BNSF	1	LS	For Obtaining BNSF Right-Of-Way Entry Agreement	2,256.00	2,256.00	2,500.00	2,500.00
7	432	120	SY	Furnish and Install Concrete Rip Rap	65.00	7,800.00	74.00	8,880.00
South First Street Closing								
8	502	1	LS	Prepare & Implement Detour and Traffic Control Plan for South First Street	2,692.00	2,692.00	20,500.00	20,500.00
9	COT 402	250	LF	Saw Cut existing HMAc	2.80	700.00	10.00	2,500.00
10	110	350	CY	Unclassified Excavation of South 1st Street to a depth of 18-inches including saw cutting, demo and remove existing pavement, base and subgrade	21.00	7,350.00	34.00	11,900.00
11	BNSF	1	LS	Providing Flagging Services while Working Within 25-Foot of the Center Line of BNSF Tracks as Required by BNSF	15,040.00	15,040.00	15,000.00	15,000.00
12	104	305	LF	Demo, remove existing curb and gutter	12.00	3,660.00	10.00	3,050.00
13	110	155	SY	Demo and remove existing concrete sidewalk	13.75	2,131.25	14.00	2,170.00
14	132	300	CY	Place Select Backfill to within 4-inches from finish grade for S.1st Street	29.00	8,700.00	44.00	13,200.00
15	132	645	SY	Place 4-inches of topsoil to finish grade for S.1st Street	3.10	1,999.50	12.00	7,740.00
16	529	275	LF	6-inch Concrete Curb and Gutter per Standard City detail	21.75	5,981.25	50.00	13,750.00
17	529	25	LF	Concrete Curb Cut	21.75	543.75	30.00	750.00
18	247	250	SY	Furnish & Place 10-inch Crushed Limestone Base Material	25.00	6,250.00	23.00	5,750.00
19	340	28	TN	2-inc Type C HMAc Pavement with Prime and Tack Coat	343.00	9,604.00	290.00	8,120.00
20	340	62	TN	4-5/8-inch Type B HMAc Pavement with Prime and Tack Coat	263.20	16,318.40	225.00	13,950.00
21	350	3300	SY	CMS-1P Asphalt Emulsion Pavement Rejuvenator (0.11 gal/sy Application Rate)	3.50	11,550.00	3.00	9,900.00
22	350	3300	SY	Black Copper Slag Sand (0.6 lbs/sy Application Rate)	3.50	11,550.00	2.00	6,600.00
23	164	1300	SY	Common Bermuda Grass (solid sod), including watering to sustain growth	6.25	8,125.00	15.00	19,500.00
24		1	EA	100 Gallon Live Oak including watering to sustain growth	1,336.00	1,336.00	4,000.00	4,000.00
25	COT	1500	SF	Concrete Pavers including Concrete Base per detail	14.75	22,125.00	15.00	22,500.00
26	636 644	2	EA	Permanent Traffic Signage According to Signage Plan	490.00	980.00	800.00	1,600.00
27	666	350	LF	4-inch Double Yellow Thermo Plastic Striping per Striping Plan	12.60	4,410.00	12.00	4,200.00
28	528	1	LS	Obtain Plan & Permit, Furnish and Install Landscape irrigation for grassed area comprising 4,900 Square Feet	6,564.00	6,564.00	10,500.00	10,500.00
29	506	10	LF	Furnish, Install, Maintain and Remove Curb Inlet Protection	49.00	490.00	10.00	100.00
30	506	1	EA	Furnish, Install, Maintain and Remove Grate Inlet Protection	292.00	292.00	250.00	250.00
31	506	125	LF	Furnish, Install, Maintain and Remove Silt Fence	2.80	350.00	2.20	275.00
32	530	1	EA	Install 30-foot Concrete Driveway	4,880.00	4,880.00	7,500.00	7,500.00
33	BNSF	280	LF	Relocate Existing Black Metal Fence	16.00	4,480.00	20.00	5,600.00
34	BNSF	100	LF	Furnish and Install Extension of Existing Black Metal Fence	91.00	9,100.00	25.00	2,500.00
35		1	LS	Field Locate and Mark Property Line by Registered Land Surveyor for Relocating Fence	1,880.00	1,880.00	2,500.00	2,500.00
36		32	LF	steel plated 2'-wide concrete flume	107.00	3,424.00	85.00	2,720.00
37	COT	1000	SF	Concrete Pavers including Concrete Base per detail	14.75	14,750.00	16.00	16,000.00
Main Street Rail Crossing Safety Zone								
38	502	1	LS	Prepare & Implement Detour and Traffic Control Plan for Main Street	2,692.00	2,692.00	14,000.00	14,000.00
39	529	220	LF	6-foot Wide, 8-inch High Concrete Center Median including curb & gutter and base material, measured along running centerline stations	66.50	14,630.00	58.00	12,760.00
40	COT	1100	SF	Center Median Brick Pavers including sand cushion	8.40	9,240.00	9.00	9,900.00
41	104	35	SY	Demo and remove existing concrete driveways	17.00	595.00	54.00	1,890.00
42	104	80	LF	Demo, remove existing curb and gutter	12.00	960.00	19.00	1,520.00
43	110	37	SY	Demo and remove existing concrete sidewalk	13.75	508.75	41.00	1,517.00
44	COT 402	660	LF	Saw Cut existing HMAc	2.80	1,848.00	10.00	6,600.00
45	529	375	LF	6-inch Concrete Curb and Gutter per Standard City detail	21.75	8,156.25	16.00	6,000.00
46	531	2	EA	Furnish and install ADA Ramps including all appurtenances	1,198.00	2,396.00	2,400.00	4,800.00
47	636 644	120	SY	6-ft Concrete Sidewalk	60.90	7,308.00	60.00	7,200.00
48	636 644	6	EA	Permanent Traffic Signage According to Signage Plan	490.00	2,940.00	300.00	1,800.00
49	666	900	LF	4-inch White Thermo Plastic Channelizing Striping Including Gore per Striping Plan	3.50	3,150.00	3.20	2,880.00
50	666	125	LF	4-inch Double Yellow Thermo Plastic Striping per Striping Plan	7.00	875.00	7.00	875.00
51	666	50	LF	4-inch White Gore Thermo Plastic Chevron Striping per Striping Plan measured by running centerline stationing	7.00	350.00	7.00	350.00
52	666	100	LF	4-inch Yellow Gore Thermo Plastic Striping per Striping Plan measured by running centerline stationing	7.00	700.00	7.00	700.00
53	666	2	EA	Right Turn Only Pavement Arrow Thermo Plastic Striping per Striping Plan measured by running centerline stationing	525.00	1,050.00	470.00	940.00
54	666	2	EA	Straight and Left Turn Pavement Arrow Thermo Plastic Striping per Striping Plan measured by running centerline stationing	525.00	1,050.00	470.00	940.00
55	666	275	LF	4-inch Thermo Plastic White SKIP Striping per Striping Plan	1.10	302.50	1.00	275.00
56	666	2	EA	White Railroad Crossing White Thermo Plastic Striping including 3-24" bars and cross bucks per Striping Plan and detail	1,120.00	2,240.00	1,000.00	2,000.00
57	350	3650	SY	CMS-1P Asphalt Emulsion Pavement Rejuvenator (0.11 gal/sy Application Rate)	3.50	12,775.00	3.00	10,950.00
58	350	3650	SY	Black Copper Slag Sand (0.6 lbs/sy Application Rate)	3.50	12,775.00	2.00	7,300.00
59	110	175	CY	Unclassified Excavation, Demo and Remove Existing Pavement, Rail, buried Ties and all appurtenances to depth of 24-inches as Shown on the Plans	36.50	6,387.50	66.00	11,550.00
60	BNSF	1	LS	Providing Flagging Services while Working Within 25-Foot of the Center Line of BNSF Tracks as Required by BNSF	12,032.00	12,032.00	12,000.00	12,000.00
61	247	625	SY	Furnish & Place 10-inch Crushed Limestone Base Material	25.00	15,625.00	22.00	13,750.00
62	340	35	TN	Furnish and Place 2-inch HMAc Type C Pavement with Prime and Tack Coat	343.00	12,005.00	290.00	10,150.00
63	340	80	TN	4-5/8-inch Type B HMAc Pavement with Prime and Tack Coat	263.20	21,056.00	225.00	18,000.00
64	340	260	TN	Furnish and Place 17-3/8-inch Crushed Limestone Base Material	42.00	10,920.00	42.00	10,920.00
65	530	2	EA	Install 30-foot Concrete Driveway	1,966.40	3,932.80	7,500.00	15,000.00
66	420	55	SY	Install 30-foot Concrete Valley Gutter	77.00	4,235.00	70.00	3,850.00
67	506	250	LF	Furnish, Install, Maintain and Remove Silt Fence	2.80	700.00	3.00	750.00
68	506	25	LF	Furnish, Install, Maintain and Remove Curb Inlet Protection	49.00	1,225.00	10.00	250.00
69	506	1	EA	Furnish, Install, Maintain and Remove Grate Inlet Protection	292.00	292.00	150.00	150.00
70	506	450	SY	Common Bermuda Grass (hydromulch), including watering to sustain growth	2.70	1,215.00	12.00	5,400.00
Martin Luther King Drive Rail Crossing Safety Zone								
71	502	1	LS	Prepare & Implement Traffic Control Plan for MLK Street	2,692.00	2,692.00	14,000.00	14,000.00
72	529	260	LF	6-foot Wide, 8-inch High Concrete Center Median including curb & gutter and base material, measured along running centerline stations	68.00	17,680.00	60.00	15,600.00
73	528	1300	SF	Center Median Brick Pavers including sand cushion	8.40	10,920.00	9.00	11,700.00
74	COT 402	600	LF	Saw Cut existing HMAc	2.80	1,680.00	10.00	6,000.00
75	247	280	SY	Furnish & Place 10-inch Crushed Limestone Base Material	25.00	7,000.00	48.00	13,440.00
76	340	12	TN	Furnish and Place 2-inch HMAc Type C Pavement with Prime and Tack Coat	343.00	4,116.00	145.00	1,740.00
77	340	28	TN	4-5/8-inc Type B HMAc Pavement with Prime and Tack Coat	263.20	7,369.60	145.00	4,060.00
78	636 634	4	EA	Permanent Traffic Signage According to Signage Plan	490.00	1,960.00	800.00	3,200.00
79	666	1200	LF	4-inch Thermo Plastic White SKIP Striping per Striping Plan	1.10	1,320.00	1.00	1,200.00
80	666	600	LF	4-inch White Thermo Plastic Channelizing Striping Including Gore per Striping Plan	3.50	2,100.00	3.00	1,800.00
81	666	225	LF	4-inch Double Yellow Thermo Plastic Striping per Striping Plan	7.00	1,575.00	7.00	1,575.00
82	666	100	LF	4-inch Yellow Gore Thermo Plastic Striping per Striping Plan measured by running centerline stationing	7.00	700.00	7.00	700.00
83	666	4	EA	White Railroad Crossing White Thermo Plastic Striping including 3-24" bars and cross bucks per Striping Plan and detail	1,120.00	4,480.00	1,000.00	4,000.00
84	350	5750	SY	CMS-1P Asphalt Emulsion Pavement Rejuvenator (0.11 gal/sy Application Rate)	3.50	20,125.00	3.00	17,250.00
85	350	5750	SY	Black Copper Slag Sand (0.6 lbs/sy Application Rate)	3.50	20,125.00	2.00	11,500.00
86	BNSF	1	LS	Providing Flagging Services while Working Within 25-Foot of the Center Line of BNSF Tracks as Required by BNSF	12,032.00	12,032.00	14,000.00	14,000.00
87	506	45	LF	Furnish, Install, Maintain and Remove Curb Inlet Protection	49.00	2,205.00	10.00	450.00
TOTAL BID AMOUNT - (Items 1 - 87)						\$ 527,380.55		\$ 590,887.00

Did Bidder Acknowledge Addenda No. 1?	YES	YES
Did Bidder Acknowledge Addenda No. 2?	YES	YES
Did Bidder provide Bid Security?	YES	YES

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


Michael C. Newman, PE, CFM
Kasberg, Patrick & Associates, LP
Date 6/4/2014





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

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

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

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

August 26, 2014

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

Re: City of Temple, Texas
Downtown Rail Safety Zone

Dear Mr. Bond:

Bids were received by the City of Temple at 2:00 P.M. on Tuesday, June 3, 2014 for the above referenced project. There were two (2) sealed bids received and a detailed bid tabulation of these bids is attached for your use.

The Downtown Rail Safety Zone Project will provide enhanced transportation facilities, particularly at two active railroad street crossings and will permanently close the South 1st Street railroad crossing. Through this construction project, the two remaining active railroad street crossings located at South Main and Martin Luther King Streets will have improved safety features with the installation of 6 foot wide, approximately 100 foot long, 8-inch high concrete curb median islands, associated pavement striping and signage. The center median island will be located in such a way as to impede vehicular traffic from going around lowered railroad crossing gates when they are activated by passing trains. Per agreement with the BNSF Railroad Company, after construction completion of this safety improvement project and within compliance of the agreement, the City will be allowed to post "No Train Horn" signs at these crossings.

This rail safety zone project will consist of approximately 480 linear feet of 8-inch high concrete curb and gutter, 3,400 square feet of center median and sidewalk pavers, 12,700 square yards of pavement rejuvenation emulsion and 12,700 square yards of black copper slag sand, 102 square yards of 6-foot wide concrete sidewalk, 2 ADA compliant pedestrian ramps, 3,925 linear feet of pavement striping, traffic control signage, street excavation, topsoil, grass sodding, concrete driveway, as well as other miscellaneous construction activities.

The Engineer's Opinion of Probable Cost was \$425,070. The Opinion of Probable Cost was developed using recent bids from other projects. The apparent low bidder Legends Landscapes, LLC; 3513 S.W. HK Dodgen Loop, Suite 201; Temple, Texas 76502 withdrew their bid on August

Don Bond, P.E.
August 26, 2014
Page Two

19th, 2014 due to the company closing for business. The second low bidder is R.M. Rodriguez Construction, LP; 5116 S. General Bruce Dr., Suite A, Temple, Texas 76502 in the total amount of **\$590,887.00**. The difference between the Engineer's Opinion of Probable Cost and the low bid can be attributable to a low bidder turn out. Prior to bid opening, there were six perspective general contractors listed as plan holders before bids were opened, but only one-third chose to submit a bid for the project. This may be indicative that a number of contractors are busy with existing contracts, which is not easy to predict. While the nature of the project does not necessarily include unusual construction practices, this project requires close coordination and meeting special requirements with the BNSF railroad company. The low response of contractors was not foreseen and by the very nature of only two competitors, final bid submissions can attribute to varied prices from past projects.

We have contacted three references for R.M. Rodriguez Construction, LP. Based on our review, we would recommend award of the construction contract of the Downtown Rail Safety Zone project to R.M. Rodriguez, LP of Temple, Texas in the total bid amount of **\$590,887.00**.

Please call if you should have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Newman", with a long horizontal flourish extending to the right.

Michael C. Newman, P.E., CFM
Senior Project Manager

xc: Nicole Torralva, P.E., Director of Public Works, City of Temple
Don Bond, P.E., City Engineer, City of Temple
Belinda Mattke, City of Temple, Director of Purchasing
Renee Rodriguez, R.M. Rodriguez, LP, Temple, Texas
2014-144-40

RESOLUTION NO. 2014-7488-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH RM RODRIGUEZ CONSTRUCTION, LP OF TEMPLE, TEXAS, TO CONSTRUCT THE DOWNTOWN RAIL SAFETY ZONE IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$590,887; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on March 21, 2011, the City contracted with Kasberg, Patrick & Associates, LP (KPA), to develop options to create a Downtown Rail Safety Zone, allowing BNSF locomotives to operate without the use of horns – KPA’s report recommended closing the South 1st Street crossing and constructing supplemental safety measures at the South Main Street and MLK crossings;

Whereas, on October 18, 2012, Council directed staff to implement the report and on April 4, 2013, a professional services agreement with KPA was authorized for the design, bidding and construction phases for the recommended street closure and safety measures;

Whereas, vehicular traffic across the BNSF crossing on South 1st Street was closed on November 21, 2013 in accordance with KPA’s recommendations and railroad policies and procedures;

Whereas, the City opened construction bids on June 3, 2014, and received two bids for the construction of the Downtown Rail Safety Zone Improvements – council awarded construction to the low bidder, Legends Landscapes, LLC on July 17, 2014;

Whereas, on August 19, 2014, Legends Landscapes, LLC confirmed that it will not execute the contract and on August 22, 2014, RM Rodriguez confirmed its willingness to honor its June 3, 2014 bid price;

Whereas, KPA has found RM Rodriguez to be a qualified contractor and recommends awarding them the construction contract;

Whereas, a Financing and Project Plan amendment is being present to Council that will fund the additional amount needed for this construction contract and once the plans are amended, funding will be available in Line 401, Account No. 795-9500-531-6528, Project No. 100697, Downtown Improvements, to fund the construction contract in the amount not to exceed \$590,887; 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 to execute a construction contract with RM Rodriguez Construction, LP of Temple, Texas, after approval as to form by the City Attorney, to construct the Downtown Rail Safety Zone improvements in an amount not to exceed \$590,887.

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 18th day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(P)
Consent Agenda
Page 1 of 3

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Gloria Elder, Risk Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing participation in the Texas Municipal League, Intergovernmental Risk Pool to provide property, liability and worker's compensation coverage for the City.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple has participated in the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) (a risk pool formed by Texas cities to provide insurance-like coverage of potential claims) since approximately 1981. Our experience with TML-IRP has been very positive.

The proposed resolution authorizes the City's participation in TML-IRP for the FY 2014-2015 at an estimated annual amount of \$617,003 for property and liability insurance and an estimated annual amount of \$716,173 for workers compensation insurance. The estimated annual amounts shown do not reflect the 2% discount the City receives for making its payment annually. The 2% discount is approximately \$26,664. We have received a proposal from TML-IRP to continue our participation in the risk pool in the following areas:

- General Liability
- Real & Personal Property
- Automobile Liability
- Law Enforcement Liability
- Errors & Omissions Liability
- Dishonestly/Crime
- Workers Compensation (to include volunteers and elected officials)

FISCAL IMPACT: The FY 2014-2015 Adopted Budget appropriated approximately \$471,885 for property and liability insurance and approximately \$742,881 for workers compensation insurance. The *Contribution Comparison Worksheet* provided by TML indicates that our property and liability insurance costs will be above the amount appropriated in the FY 2014-2015 Adopted Budget. The primary factors behind the increase in contribution are losses in law enforcement liability and auto liability. A FY 2015 budget adjustment in the amount of \$133,240 is being presented to Council authorizing additional funding to be allocated among the various departments as identified below.

Department	Account #	Funding
<i>General Fund – Designated for Capital Projects-UnallocatedFund Balance, account 110-0000-352-1345</i>		
City Council	110-1010-511-2611	\$ 139
City Manager	110-1110-513-2611	\$ 438
Finance	110-1200-515-2611	\$ 1,019
Purchasing	110-1300-515-2611	\$ 258
City Secretary	110-1400-511-2611	\$ 245
City Attorney	110-1600-512-2611	\$ 510
Planning	110-1700-519-2611	\$ 389
Municipal Court	110-1800-525-2611	\$ 496
ITS	110-1910-519-2611	\$1,861
Police	110-2011-521-2611	\$ 37,884
Animal Services	110-2100-529-2611	\$ 829
Fire	110-2210-522-2611	\$16,547
Solid Waste – Admin	110-2310-540-2611	\$ 4,671
Solid Waste – Bulk/Brush	110-2320-540-2611	\$ 3,291
Solid Waste – Residential	110-2330-540-2611	\$ 2,202
Solid Waste – Frontload	110-2350-540-2611	\$ 2,852
Solid Waste – Sideload	110-2360-540-2611	\$ 5,494
Solid Waste – Rolloff	110-2370-540-2611	\$ 3,188
Solid Waste – Recycle	110-2380-540-2611	\$ 438
Facility Services	110-2410-519-2611	\$1,675
Social Security Building	110-2600-519-2611	(\$ 64)
Human Resources	110-2700-515-2611	\$ 503
Traffic Signal	110-2810-532-2611	\$1,099
Golf Course – Maintenance	110-3120-551-2611	\$1,459
Golf Course	110-3150-551-2611	\$ 884
Recreation	110-3210-551-2611	\$1,472
Recreation – After School Programs	110-3231-551-2611	\$105
Recreation – Summer Camps	110-3232-551-2611	\$105
Streets	110-3410-531-2611	\$ 5,809
Parks	110-3500-552-2611	\$ 7,377
Airport	110-3610-560-2611	\$ 238
Code Enforcement	110-3700-524-2611	\$ 900
Fleet Services	110-3810-519-2611	\$ 1,775
Engineering	110-3910-533-2611	\$ 774
Library	110-4000-555-2611	\$ 961
PALS – Admin	110-4100-551-2611	\$ 389
Inspections	110-4700-519-2611	\$ 497
Permits	110-4800-519-2611	\$ 118
General Services	110-6010-513-2611	(\$ 27)
Total General Fund		\$108,800

<i>Hotel/Motel Fund – funded with Contingency, account 240-4400-551-6532</i>		
Mayborn Center	240-4400-551-2611	\$ 815
Tourism – Visitor Center	240-4600-551-2611	\$ 252
Railroad Museum	240-7000-551-2611	\$ 116
Total Hotel/Motel Fund		\$1,183

<i>Drainage Fund – to be funded with Drainage Systems, account 292-2923-534-2317</i>		
Drainage	292-2910-534-2611	\$ 2,159
Drainage Fund		\$ 2,159

<i>Water/Wastewater Fund - to be funded with Contingency, account 520-5000-535-6532</i>		
Purchasing	520-1300-515-2611	\$ 62
Public Works – Admin	520-5000-535-2611	\$ 4,774
Water Treatment	520-5110-535-2611	\$ 3,139
Water Distribution	520-5210-535-2611	\$ 3,549
Water Metering	520-5300-535-2611	\$ 1,820
Sewer Collection	520-5410-535-2611	\$ 5,083
Sewer Treatment	520-5510-535-2611	\$ 2,244
Utility Business Office	520-5800-535-2611	\$ 1,016
Temple-Belton WWTP	520-5522-535-2616	(\$ 589)
Total Water & Wastewater Fund		\$21,098

ATTACHMENTS:

Budget Adjustment
Resolution

FY **2015****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	
110-xxxx-xxx-2611		Contracted Services / Insurance & Bonds	\$ 108,800		
110-0000-352-13-45		Designated for Capital Projects-Unallocated		108,800	
		DO NOT POST			
240-4400-551-26-11		Contracted Services / Insurance & Bonds	815		
240-4600-551-26-11		Contracted Services / Insurance & Bonds	252		
240-7000-551-26-11		Contracted Services / Insurance & Bonds	116		
240-4400-551-65-32		Contingency		1,183	
292-2910-534-26-11		Contracted Services / Insurance & Bonds	2,159		
292-2923-534-23-17		Repair & Maintenance / Drainage Systems		2,159	
520-1300-515-26-11		Contracted Services / Insurance & Bonds	62		
520-5000-535-26-11		Contracted Services / Insurance & Bonds	4,774		
520-5110-535-26-11		Contracted Services / Insurance & Bonds	3,139		
520-5210-535-26-11		Contracted Services / Insurance & Bonds	3,549		
520-5300-535-26-11		Contracted Services / Insurance & Bonds	1,820		
520-5410-535-26-11		Contracted Services / Insurance & Bonds	5,083		
520-5510-535-26-11		Contracted Services / Insurance & Bonds	2,244		
520-5800-535-26-11		Contracted Services / Insurance & Bonds	1,016		
520-5522-535-26-16		Contracted Services / Insurance & Bonds		589	
520-5000-535-65-32		Capital - Special Projects / Contingency		21,098	
TOTAL.....			\$ 133,829	\$ 133,829	

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

To appropriate additional funds needed for the FY 2014-2015 property and liability insurance with Texas Municipal League. The original amount approved in the FY 2014-2015 Adopted Budget was determined to be short by approximately \$133,240 after the *Contribution Comparison Worksheet* was provided by TML.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

☒ Yes☐ No

DATE OF COUNCIL MEETING

9/18/2014

WITH AGENDA ITEM?

☒ Yes☐ No

Department Head/Division Director

Date

☐ Approved
☐ Disapproved

Finance

Date

☐ Approved
☐ Disapproved

City Manager

Date

☐ Approved
☐ Disapproved

RESOLUTION NO. 2014-7489-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS MUNICIPAL LEAGUE, INTERGOVERNMENTAL RISK POOL TO PROVIDE PROPERTY, LIABILITY, AND WORKER'S COMPENSATION COVERAGE FOR THE CITY OF TEMPLE FOR FISCAL YEAR 2015; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple has participated in the Texas Municipal League Intergovernmental Risk Pool (TML-IRP), a risk pool formed by Texas cities to provide insurance-like coverage of potential claims, since approximately 1985 – our experience with TML-IRP has been very positive;

Whereas, the proposal we have received from TML-IRP to continue our participation in the risk pool in the areas of general liability, real & personal property, automobile liability, law enforcement liability, errors & omissions liability, dishonesty/crime, and worker's compensation (to include volunteers and elected officials) at an estimated annual amount of \$617,003 for property and liability insurance and an estimated annual amount of \$716,173 for worker's compensation insurance;

Whereas, staff has reviewed TML-IRP's proposal and prices and believes them to be attractive and acceptable for fiscal year 2014-2015;

Whereas, the fiscal year 2014-2015 Adopted Budget appropriated funds for property, liability and worker's compensation coverage, however a Contribution Comparison Worksheet provided by TML-IRP indicates our coverage costs will be above the amount appropriated;

Whereas, therefore a budget adjustment needs to be approved to appropriate additional funding to be allocated to various departments within the City; 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 participation in the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) for fiscal year 2014-2015 to provide property, liability and worker's compensation coverage for the City of Temple.

Part 2: The City Council authorizes the City Manager, or his designee, to execute any documents which may be necessary for the participation in TML-IRP, after approval as to form by the City Attorney.

Part 3: The City Council authorizes an amendment to the fiscal year 2014-2015 adopted budget, substantially in the form of the copy attached hereto as Exhibit 'A.'

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

PASSED AND APPROVED this the **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(Q)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2013-2014.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2013-2014 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$1,517,869.

ATTACHMENTS:

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

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
September 18, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-0000-352-1345		Desg Cap Proj - Unallocated	\$ 8,604	
110-0000-431-0163		Federal Grants		\$ 8,604
110-0000-352-1345		Desg Cap Proj - Unallocated	\$ 8,547	
110-0000-352-1345		Desg Cap Proj - Bulletproof Vest Grant		\$ 8,547
Appropriate revenue related to the 2013 Bulletproof Vest Grant and undesignate the City's match. The City's match and grant expenditures were budgeted in the FY 14 Budget in account 110-2031-521-21-13 but the associated revenue was not budgeted.				
110-1200-515-2630		Banking Services Fees	\$ 10,600	
110-1500-515-6531		Contingency		\$ 10,600
520-5800-535-2630		Banking Services Fees	\$ 82,800	
520-0000-373-0412		Retained Earnings		\$ 82,800
Appropriate additional funds to cover banking services fees related to credit card fees that have exceeded budgeted amount.				
110-1300-515-2623		Contracted Services	\$ 4,000	
110-0000-461-0424		Sales of Assets		\$ 4,000
Budget adjustment appropriating revenue and expenditures related to online auction sales of assets. This budget adjustment appropriates revenue to cover the expenditures for FY 2014 year to date, but does not appropriate the full amount of the revenue received from the auction sales.				
110-1500-515-1150		Separation Pay	\$ 218,000	
110-0000-352-1345		Desg Cap Projects - Unallocated		\$ 218,000
Budget adjustment appropriating funds to cover the additional separation pay for General Fund employees in FY 2014. Funds area available in Designated Capital Projects - Unallocated Fund Balance.				
110-2042-521-1119		Overtime (Police)	\$ 6,659	
110-2042-521-2115		Fuel	\$ 1,800	
110-0000-431-0261		State Grants		\$ 8,459
Appropriate revenue and expenditures related to the Interlocal Cooperation Contract with Texas State University for Tobacco Enforcement funding.				
110-22xx-522-xxxx		Fire Personnel Services	\$ 279,000	
110-1500-515-6532		Contingency		\$ 227,719
110-1500-515-6536		Contingency		\$ 43,160
110-1500-515-6531		Contingency		\$ 8,121
Budget adjustment appropriating additional funds to cover shortage in Fire Personnel Services due to authorization of 3 additional overhire positions and additional step-up pay. Funds are available in Designated Capital Projects - Unallocated Fund Balance.				
110-2031-521-2333		Auto & Equip (Fleet Svcs) - Patrol	\$ 443	
110-0000-461-0554		Insurance Claims		\$ 443
Claim paid by Bell County due to criminal mischief damages to vehicle on 04/17/2013.				
110-2057-521-2121		Firearms/Munitions	\$ 13,442	
110-0000-442-0720		Police Revenue		\$ 13,442
Appropriate revenue and expenditures related to guns taken out of Evidence that were turned over to the Police Department and sold to GT Distributors for credit on account.				

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
September 18, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-3624-560-2711		Cost of Goods Sold/AvGas	\$ 22,000	
110-0000-446-1011		AvGas		\$ 22,000
Appropriate additional revenue and costs of goods sold expenditures related to fuel sales at the Airport. These accounts have exceeded budget due to both the increased cost of fuel and the increase in gallons of fuel sold.				
110-4800-519-2614		Waived Permit Fees	\$ 11,700	
110-0000-422-0920		Other Permit Fees		\$ 11,700
Recognize additional revenue received in Other Permit Fees and appropriate an expenditure to offset waived permit fees.				
260-3600-560-6310		Buildings & Grounds	\$ 100,000	
260-0000-431-0261		State Grants		\$ 50,000
260-0000-490-2588		Transfer In - Airport RAMP Grant		\$ 50,000
110-9100-591-8160		Transfer Out - Airport RAMP Grant	\$ 50,000	
110-0000-431-0261		State Grants	\$ 50,000	
110-5900-560-6310	101023	Buildings & Grounds		\$ 100,000
Budget Adjustment to move the appropriation for the 2014 Airport RAMP Grant to the Grant Fund.				
260-6100-571-6532		Contingency	\$ 55,204	
260-6100-571-6516	101124	Park Improvements		\$ 55,204
Reallocate CDBG funds to the contingency account until the CDBG Annual Action Plan is approved by HUD.				
110-0000-352-1345		Designated Capital Projects - Unallocated	\$ 169	
110-0000-490-2582		Transfer In		\$ 169
430-9100-591-8110		Transfer Out - General Fund	\$ 169	
430-0000-461-0111		Interest Revenue		\$ 169
Appropriate interest earnings on the Reserve Fund for the 2005 Airport Revenue bonds that will be transferred to the General Fund since the initial reserve balance was funded by the General Fund. The Reserve fund will still maintain the required balance of \$475,000.				
365-3400-531-6882	101107	South 23rd Street Extension	\$ 426,000	
365-3400-531-6884	101234	East Temple - Greenfield Development	\$ 90,792	
365-3400-531-6874	100718	W Ave U & 13th/17th Connector	\$ 22,340	
365-3400-531-6813	101121	Outer Loop - Phase 3	\$ 18,600	
365-2800-532-6810	100926	Traffic Signals - 2483 & 317		\$ 250,000
365-2800-532-6810	100957	Traffic Signals - SH 317 & Prairie View		\$ 229,038
365-3400-531-6860	100971	S. Pea Ridge Road Improvements		\$ 78,694
Reallocate funds from completed TCIP projects to several existing TCIP projects.				

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
September 18, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
520-5220-535-2250		Meters & Meter Boxes	\$ 37,000	
520-0000-443-2525		Tap Fees Revenue		\$ 37,000
Recognize an increase in revenues and expenditures associated with new water service taps. Both the revenue and expenditure accounts have exceeded budget.				
TOTAL AMENDMENTS			\$ 1,517,869	\$ 1,517,869
GENERAL FUND				
		Beginning Contingency Balance	\$ 498,072	
		Added to Contingency Sweep Account	89,700	
		Carry forward from Prior Year	-	
		Taken From Contingency	(587,772)	
		Net Balance of Contingency Account	\$ -	
		Beginning Judgments & Damages Contingency	\$ 40,000	
		Added to Contingency Judgments & Damages from Council Contingency	-	
		Taken From Judgments & Damages	(34,552)	
		Net Balance of Judgments & Damages Contingency Account	\$ 5,448	
		Beginning Compensation Contingency	\$ 288,000	
		Added to Compensation Contingency	-	
		Taken From Compensation Contingency	(288,000)	
		Net Balance of Compensation Contingency Account	\$ -	
		Net Balance Council Contingency	\$ 5,448	
		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	(49,574)	
		Net Balance of Contingency Account	\$ 426	
		Beginning Compensation Contingency	\$ 50,000	
		Added to Compensation Contingency	-	
		Taken From Compensation Contingency	(37,900)	
		Net Balance of Compensation Contingency Account	\$ 12,100	
		Net Balance Water & Sewer Fund Contingency	\$ 12,526	
		HOTEL/MOTEL TAX FUND		
		Beginning Contingency Balance	\$ 29,107	
		Added to Contingency Sweep Account	-	
		Carry forward from Prior Year	-	
		Taken From Contingency	(13,745)	
		Net Balance of Contingency Account	\$ 15,362	
		Beginning Compensation Contingency	\$ 7,500	
		Added to Compensation Contingency	-	
		Taken From Compensation Contingency	(7,500)	
		Net Balance of Compensation Contingency Account	\$ -	
		Net Balance Hotel/Motel Tax Fund Contingency	\$ 15,362	

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2014 BUDGET
September 18, 2014

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		DRAINAGE FUND		
		Beginning Contingency Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning Compensation Contingency	\$	7,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(7,500)
		Net Balance of Compensation Contingency Account	\$	-
		Net Balance Drainage Fund Contingency	\$	-
		FED/STATE GRANT FUND		
		Beginning Contingency Balance	\$	-
		Carry forward from Prior Year		237,553
		Added to Contingency Sweep Account		55,204
		Taken From Contingency		(217,954)
		Net Balance of Contingency Account	\$	74,803

RESOLUTION NO. 2014-7490-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2013-2014 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 29th day of August, 2013, the City Council approved a budget for the 2013-2014 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2013-2014 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 2013-2014 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 18th day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #4(R)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Denny Hainley, Benefits Specialist

ITEM DESCRIPTION: Consider adopting a resolution amending the City's Section 125 Cafeteria Plan.

STAFF RECOMMENDATION: Adopt resolution as presented in item description. The updated plan for adoption removes all reference to the City's prior Section 125 Administrator. This adoption will allow the City to award administration of the Section 125 plan only in future years.

ITEM SUMMARY: The City offers benefits to its employees through a Section 125 Cafeteria Plan which, pursuant to Section 125 of the Internal Revenue Code, shall not be included in the employees' gross income.

Since the administration of such benefits is subject to Internal Revenue Service (IRS) audit, staff recommends the approval of the Section 125 Cafeteria Plan for use in IRS audits; and authorizing administration of the City's 125 Plan by Discovery Benefits.

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

ATTACHMENTS:

[City of Temple Flexible Benefits Plan \(Section 125 Cafeteria Plan\)](#)

[City of Temple Flexible Benefits Plan Summary Plan Description \(explains City's Section 125 Cafeteria Plan to City employees\)](#)

[Resolution](#)

**CITY OF TEMPLE
CAFETERIA PLAN**

**AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
CITY OF TEMPLE**

**CITY OF TEMPLE
CAFETERIA PLAN**

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**CITY OF TEMPLE
CAFETERIA PLAN**

INTRODUCTION

The Employer has adopted this Plan effective October 1, 2014, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as City of Temple Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means October 1, 2014.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

- 1.12 **"Employer"** means City of Temple and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.
- 1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.
- 1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.
- 1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.
- 1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.
- 1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
- 1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.
- 1.19 **"Plan"** means this instrument, including all amendments thereto.
- 1.20 **"Plan Year"** means the 12-month period beginning October 1 and ending September 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
- 1.21 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.
- 1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
- 1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- 1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
- 1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder 30 days after his initial date of employment with the Employer.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 90 days after termination.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change

in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
 - (i) Health Insurance Benefit
 - (ii) Dental Insurance Benefit
 - (iii) Cancer Insurance Benefit
 - (iv) Vision Insurance Benefit
 - (v) Other Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

4.7 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.8 OTHER INSURANCE BENEFIT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.9 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's

employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Health Flexible Spending Account Remainder Amount"** means that portion of the Employer's Contribution, if any, allocated to the Health Flexible Spending Account, determined assuming that Employer Contributions which are converted to Cafeteria Plan Benefit Dollars are first applied to all other Benefits elected by the Participant under the Plan.

(c) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(d) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500.00.

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or

paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 75 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 0 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under

this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 75 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

- (a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.
- (c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.
- (d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 75 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 0 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 75 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 0 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Texas.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

- (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
- (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
- (iii) mitigation of any harm caused by the breach, to the extent practicable; and
- (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Temple

By _____
EMPLOYER

**CITY OF TEMPLE
CAFETERIA PLAN**

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**X
SUMMARY**

CITY OF TEMPLE CAFETERIA PLAN

INTRODUCTION

We are pleased to announce that we have established a "Flexible Benefit Plan" for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have completed 30 days of employment.

3. When is my entry date?

You can join the Plan on the day you meet the eligibility requirements.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan after application of the Employer Contribution. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for any benefit in the Plan and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated)

and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV BENEFITS

1. What benefits are offered under the Plan?

Under our Plan, you can pay for the following benefits or expenses during the year:

2. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2,500.00.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

3. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;

- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

4. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Cancer insurance premiums.
- Vision insurance premiums.
- Other insurance coverage that we may provide.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and

how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and Employer contributions will be made on your behalf after you terminate. You must submit claims within 0 days after termination.
- (c) Your participation in the Health Flexible Spending Account will cease, and no further salary redirection and Employer contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. You must submit claims within 0 days after termination.

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

**VII
PLAN ACCOUNTING**

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Temple Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of the Plan become effective on October 1, 2014, which is called the Effective Date of the Plan.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on October 1 and ends on September 30.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Temple
2 N Main, Ste 209
Temple, Texas 76501
74-6002368

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Temple
2 N Main, Ste 209
Temple, Texas 76501
254-298-5652

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Temple
2 N Main, Ste 209
Temple, Texas 76501

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Discovery Benefits, Inc.
PO Box 2926
Fargo, ND 58108-2926

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 0 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 0 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

RESOLUTION NO. 2014-7491-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,
TEXAS, AMENDING THE CITY OF TEMPLE'S SECTION 125
CAFETERIA PLAN; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City offers benefits to its employees through a Section 125 Cafeteria Plan which, pursuant to Section 125 of the Internal Revenue Code, shall not be included in the employees' gross income;

Whereas, since the administration of such benefits is subject to Internal Revenue Service (IRS) audit, staff recommends the approval of the Section 125 Cafeteria Plan for use in IRS audits, and recommends administration of the City's 125 Plan by Discovery Benefits;

Whereas, there is no cost to the City for these services; 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 amends the Section 125 Cafeteria Plan and authorizes the City Manager, or his designee, to execute any documents which may be necessary for this amendment, after approval as to form by the City Attorney.

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 **18th** day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Mayor & City Council

ITEM DESCRIPTION: Consider adopting a resolution setting the compensation for the City Secretary.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City Council has conducted annual evaluations of the City Manager, City Attorney, Director of Finance and City Secretary. It is recommended that the annual compensation for the City Secretary be set at \$85,000. No other adjustments are being recommended to the compensation for other Council appointed employees at this time.

FISCAL IMPACT: The FY 2015 Operating Budget included \$85,000 for the annual compensation of the City Secretary.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2014-7492-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, SETTING THE COMPENSATION FOR THE CITY SECRETARY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City Council has conducted its annual evaluation of the City Secretary and has recommended that the annual compensation be set at \$85,000;

Whereas, the fiscal year 2015 Operating Budget included \$85,000 for the annual compensation of the City Secretary; 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 confirms the compensation of the City Secretary at \$85,000 annually.

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 18th day of **September**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Mark Baker, Planner

ITEM DESCRIPTION: PUBLIC HEARING – FIRST READING – Z-FY-14-35 Consider adopting an ordinance authorizing a zoning change from Agricultural District (AG) to General Retail District (GR) on 1.054 +/- acres, out of the Baldwin Robertson Survey, Abstract Number 17, Bell County, Texas, located at 6511 North SH 317.

PLANNING & ZONING COMMISSION RECOMMENDATION: At its August 18, 2014 meeting, the Planning & Zoning Commission voted 9 to 0 to recommend approval of the requested rezone from AG to GR.

STAFF RECOMMENDATION: Based on the following, staff recommends approval for a rezone from AG to GR for the following reasons:

1. The proposed rezone complies with the FLUP and is consistent with the anticipated type of growth within the SH 317 corridor;
2. The proposed zoning is compatible with surrounding zoning and uses;
3. The request complies with the Thoroughfare Plan; and
4. Public facilities are available to serve the subject property.

ITEM SUMMARY: The subject property, see Exhibit A, in part, is for a proposed Stripes convenience store. The development will also include the neighboring property at 6503 North SH 317. The neighboring property already is zoned General Retail (GR). The subject property is within the Suburban Commercial District according to the Comprehensive Plan / Future Land Use Plan (FLUP).

Suburban-Commercial 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.

The Suburban Commercial district typically supports the Office (O-1 & O-2) and Neighborhood Service (NS) zoning districts. However, in the past, staff has supported General Retail (GR) within the Suburban Commercial district on a case by case basis. Specifically, along the SH 317 corridor, while most of the zoning is currently AG, rezoning has occurred to several properties which retain the GR zoning within the Suburban Commercial FLUP district. In instances such as this, it has been construed as GR zoning where appropriate with the anticipated type of growth within the corridor.

This section of the SH 317 corridor is entirely within the Suburban Commercial FLUP district. Past rezoning requests in conjunction with development trends along this corridor are suggesting that the GR district would be acceptable. Therefore, while the requested zoning to GR may not be appropriate for all areas with the Suburban Commercial designation, this request is still in full compliance with the FLUP and is consistent with surrounding zoning and the anticipated type of development within the SH 317 corridor.

While it is anticipated the property will be developed with a retail service use, specifically a Stripes convenience store, there are a number of residential and non-residential uses that are permitted by right. Those uses include but are not limited to:

<u>Residential uses</u>	<u>Nonresidential uses</u>
Detached/Attached SF Homes	Beer & Wine Sales only - off-site consumption
Duplex homes	Restaurant
Home for the aged	Car Wash
Industrialized housing	Fuel sales

Prohibited uses include HUD-Code manufactured homes and land lease communities, apartments, commercial and industrial uses. A number of uses are allowed by an approved conditional use permit (temporary asphalt concrete batching plants, sewage treatment plant or wrecking or salvage yard).

SURROUNDING PROPERTY AND USES: The following table provides the direction from the property, Future Land Use Plan (FLUP) designation, existing zoning and current land uses:

<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Suburban Commercial	AG	Undeveloped
North	Suburban Commercial	AG / GR	Undeveloped
South	Suburban Commercial	GR	Undeveloped
East	Suburban Residential	SF-2	Single-Family Uses (Village of Sage Meadows)
West	Suburban Commercial	AG	Undeveloped

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	Compliance?
CP	Map 3.1 - Future Land Use and Character (FLUP)	Yes
CP	Map 5.2 - Thoroughfare Plan	Yes
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Yes
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	Yes

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

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

The property is within the Suburban Commercial land use district. The requested General Retail (GR) zoning district is in compliance with the Suburban Commercial FLUP district.

Thoroughfare Plan (CP Map 5.2)

The requested property has frontage along SH 317. SR 317 has been identified as a major arterial. The ROW is in place but a sidewalk along SH 317 will be required. The sidewalk will be addressed at the platting stage. The final plat has been submitted and is in review by City staff.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available to the subject property through an existing 8" sewer line to the east of the property. Water is available through an existing 8" water line to the east of the property as well as a 2" waterline in SH 317. Both are anticipated to be located within an existing 20" utility easement on the eastern boundary of the property. Final location and compliance will be determined during DRC review of the subdivision plat which is in progress.

Temple Trails Master Plan Map and Sidewalks Ordinance

The Trails Master Plan does identify a proposed Local Connector Trail along SH 317. The exact location and size will be determined during the plat process.

DEVELOPMENT REGULATIONS: Standard non-residential setbacks in the GR district are:

Min Lot Size	N/A
Min Lot Width	N/A
Min Lot Depth	N/A
Front	15'
Side	10'
Side (corner)	10'
Rear	0' (Special setback of 10' adjacent to or abutting residential use or zoning district)

Since the proposed GR zoning is adjacent to residential zoning and uses, additional Development Regulations include but not limited to:

- * A minimum 10' rear setback is required where a non-residential use abuts a residential zoning district or use (UDC Section 4.4.4.F3) and,
- * A residential access drive is prohibited onto arterial streets (UDC Section 7.2.4A).

While general provisions for buffering and screening are found in UDC Section 7.7, highlighted provisions include but not limited to:

- * Evergreen hedges with a minimum planted height of six feet, placed on 36-inch centers or, fences and walls constructed of wood , masonry, stone or pre-cast concrete from 6 to 8 feet in height above the adjacent grade (UDC Section 7.7.4),

* Refuse containers are to be located in the side or rear of the property and screened from view per UDC Section 7.7.6, and

* Outdoor storage is permitted in the GR zoning district, where the storage area is situated behind the principal building in the rear half of the property and where a solid wood or masonry fence screens the outdoor storage from public view. Such wood or masonry fence must be at least one foot higher than the stored material (UDC Section 7.7.8.B1).

PUBLIC NOTICE: Eleven notices of the 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 Tuesday September 9, 2014 at 9:00 AM, three returned notices have been received, two in approval and one in disapproval.

The newspaper printed notice of the public hearing on August 7, 2014, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

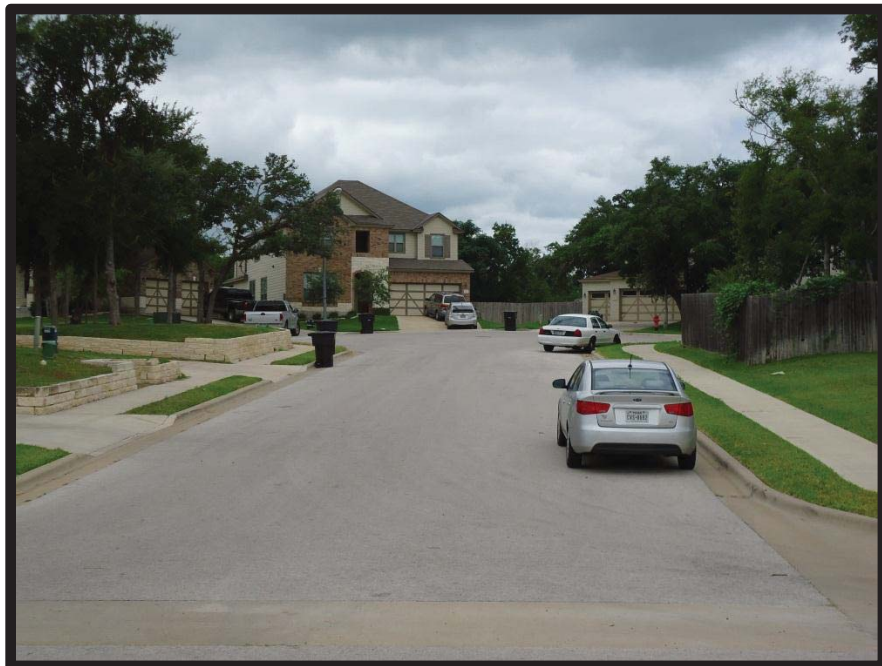
ATTACHMENTS:

Site and Surrounding Property Photos
Narrative Letter dated August 18, 2014
Zoning and Location Map (Exhibit A) Future
Land Use and Character Map Localized
area of the Thoroughfare Plan Localized area
of the Trails Plan
Utility Map
Site Plan
Notification Map
Returned Adjacent Property Owner Notices
Ordinance

Site & Surrounding Property Photos



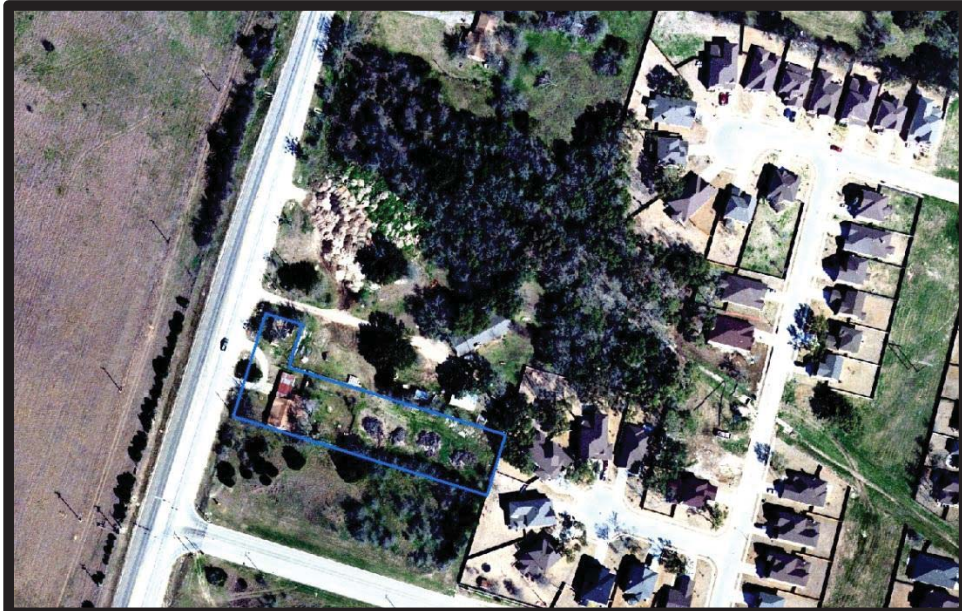
Site: SF Residence on Acreage (AG)



East: SF Residences (SF-2) – Village of Sage Meadows



West: Undeveloped (AG)



North: Undeveloped and Scattered SF Residences on Acreage (AG)



South: Undeveloped (AG)



Richard J. Hatch, Jr.
Assistant General Counsel

Tel: 361.693.3646
Fax: 361.693.3725
rhatch@susser.com
www.susser.com

August 18, 2014

City of Temple
Planning and Zoning Commission
2 North Temple Street, Suite 102
Temple, Texas 76501

HAND DELIVERY

Re: Zoning Case: Z-FY-14-35 -- Rezoning from Agricultural District (AG) to
General Retail District (RG) on 1.054 acres located at 6511 North SH 317

To Whom it May Concern:

Stripes LLC has entered into a Contract to purchase the above referenced property from J. C. Wall, II (the Wall Tract) which is the subject of the above referenced zoning case. Stripes has also contracted to purchase an adjoining tract to the south owned by Thomas L. Hoherd, Jr. (the Hoherd Tract).

The two tracts will be combined by Stripes for use to develop a 6,844 square foot convenience store with gasoline facilities. The Hoherd Tract is currently zoned GR and is not subject to rezoning.

Attached is Stripes' current site plan showing the store fronting on SH 317. Behind the store is a 100 foot buffer area between an access drive and the subdivision to the east. Within this buffer area will be Stripes' detention pond which will be earthen and planted with grass. To the south of the detention pond will be an area that will remain undisturbed to the extent possible consistent with Stripes' construction plans and City requirements. A 20 foot water and sewer easement will run along the east boundary of the Wall Tract and the Hoherd Tract which will remain open space.

Stripes will comply with all of the building and landscaping requirements of the City of Temple, and it will use all efforts to preserve any existing trees in the buffer zone between the access drive and the subdivision to the east. Stripes will consider additional tree plantings so long as they do not interfere with the detention area required for drainage of the site.

Stripes requests that the Planning and Zoning Commission approve the zoning request for the Wall Tract.

Very truly yours,

Richard J. Hatch, Jr.

RHJ/ic

Enclosure

L:\REAL ESTATE - STRIPES\Escrowed\Temple\FM 317 & Tarver Drive (Wall)\city of temple ltr.doc

Street Address: 4525 Ayers Street, Corpus Christi, Texas 78415

Mailing Address: P.O. Box 9036, Corpus Christi, Texas 78469-9036

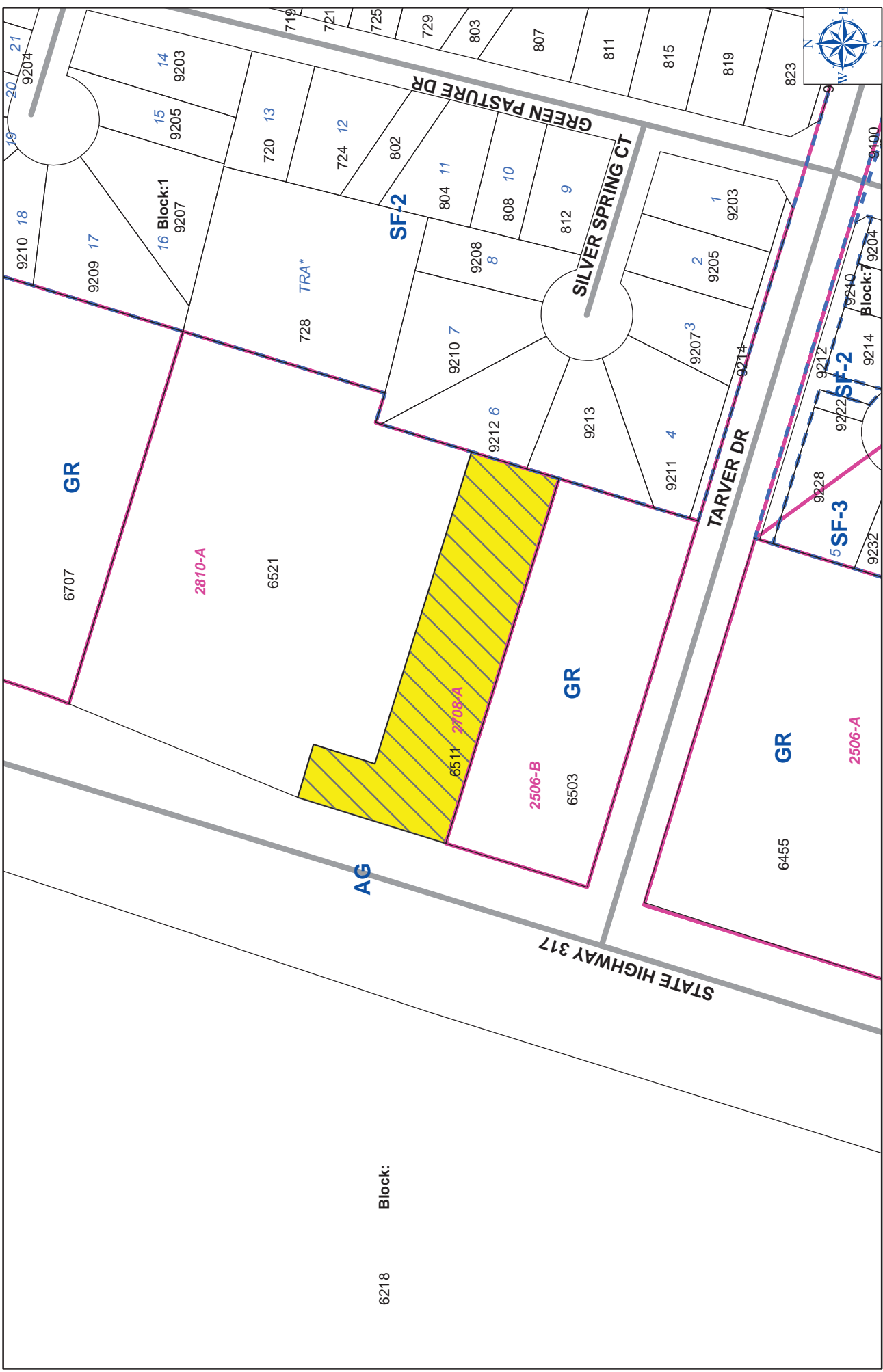




Z-FY-14-35

Zoning & Location Map
AG to GR

6511 N. SR 317



Case



Zoning



Subdivision

Outblock Number

1234-A

Block Number

1

Lot Number

1

0

100

200

Feet

9/8/2014

City of Temple GIS
mbaker

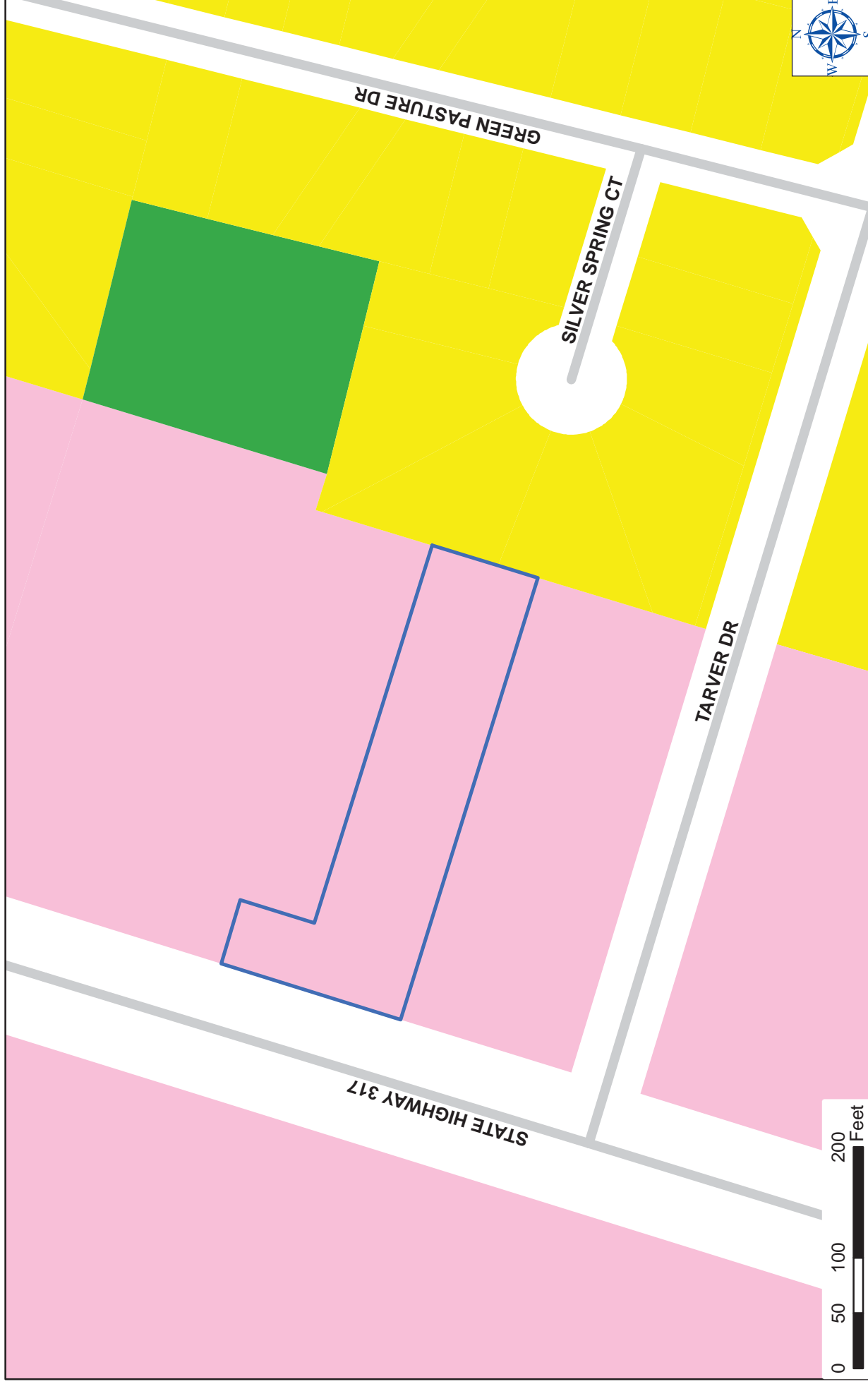
GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.



Z-FY-14-35

Future Land Use Plan

6511 N. SR 317



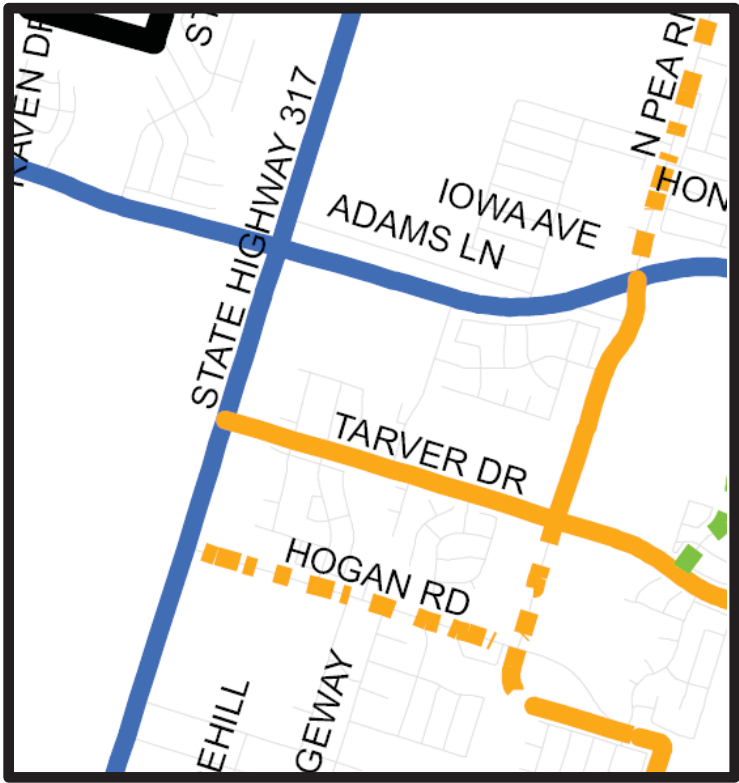
Future Land Use

	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

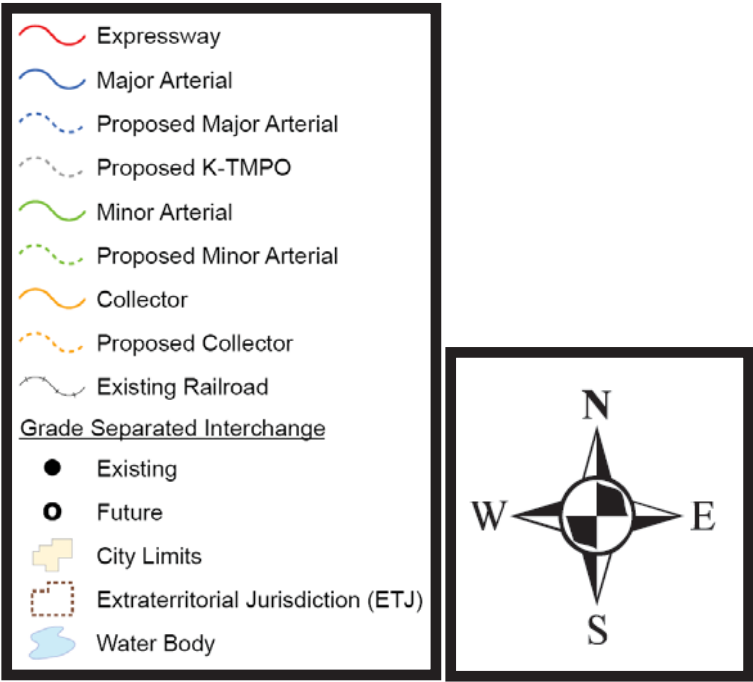
GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location or property boundaries and other features.

7/21/2014
City of Temple GIS

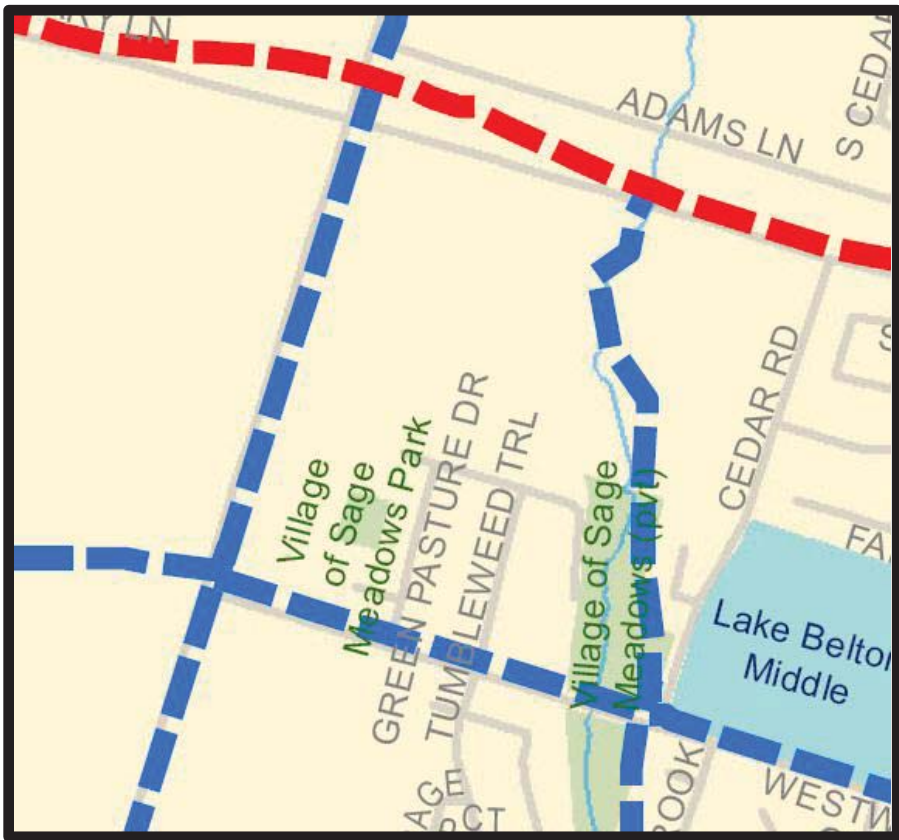
Localized Area of the Thoroughfare Plan



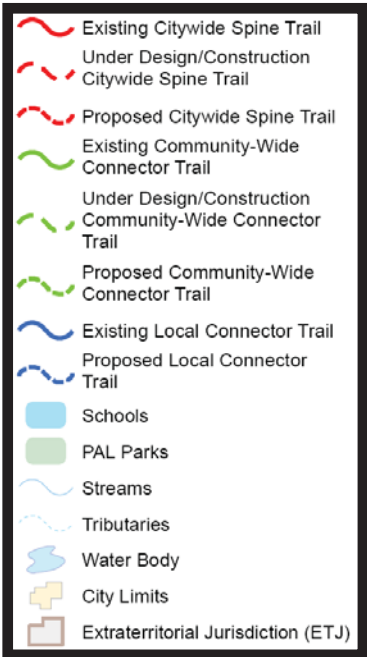
Map Legend (Map not to scale)

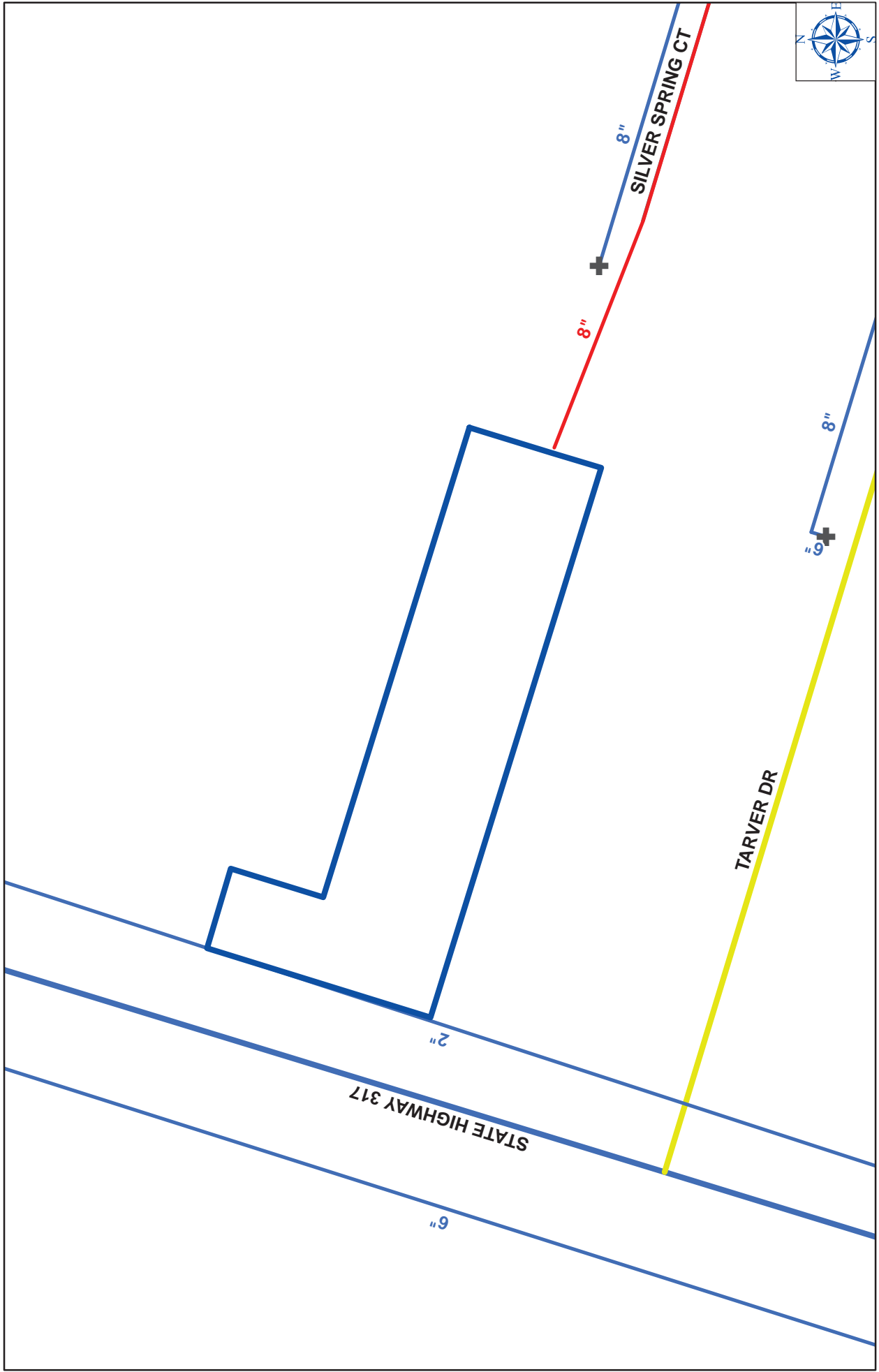


Localized Area of the Trails Plan



Map Legend (Map not to scale)





Case

Water Line

Fire Hydrant

Sewer Line

Proposed Major Arterial

Expressway

Major Arterial

Proposed Minor Arterial

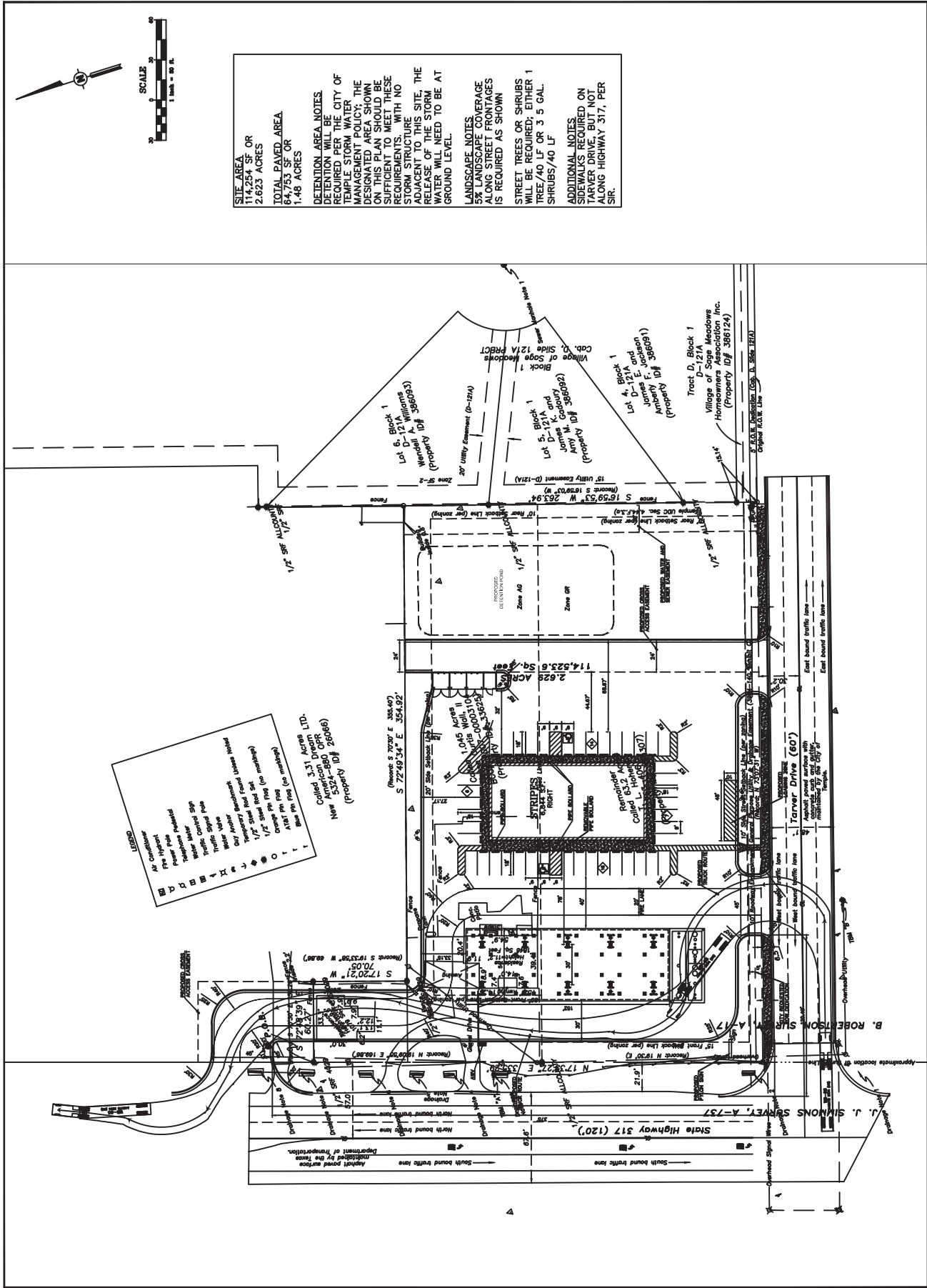
Proposed K-TUTS

Minor Arterial

Collector

Conceptual Collector

0 50 100 200 Feet7/21/2014
City of Temple GISGIS 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.

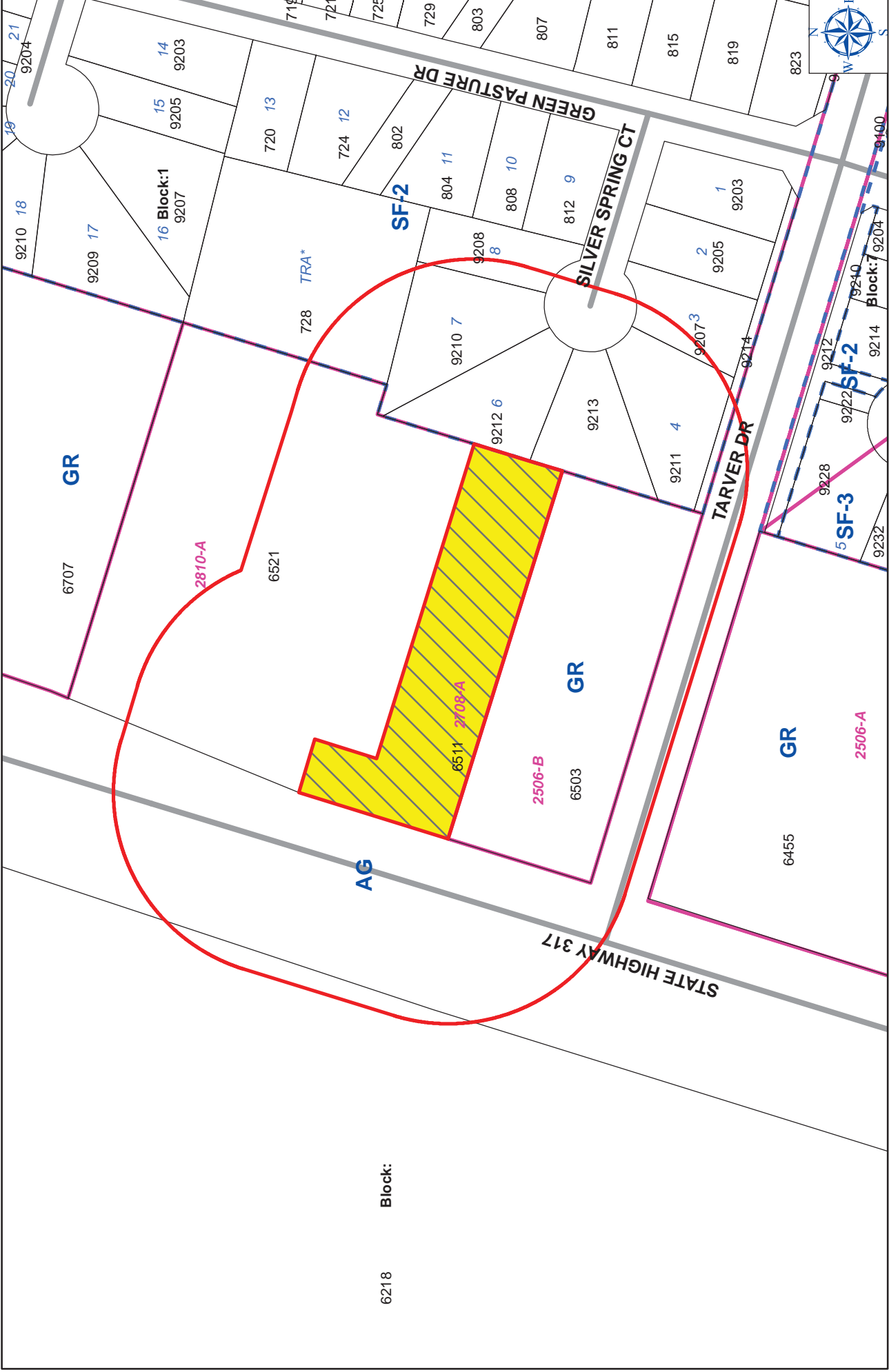




Z-FY-14-35

Notification Map AG to GR

6511 N. SR 317



**Case**

**200' Buffer**

**Zoning**

**Subdivision**

Outblock Number

Block Number

Lot Number

1234-A

1

1234

**0 100 200 Feet**

9/8/2014
City of Temple GIS
mbaker

**N**

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
ZONE CHANGE REQUEST
CITY OF TEMPLE**

New American Dream Ltd
P.O. Box 390
Moody, Texas 76557

Zoning Application Number: Z-FY-14-35

Project Manager: Mark Baker

Location: 6511 North State Highway 317

The proposed site plan review 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 zone change of the property described on the attached notice, and provide any additional comments you may have.

I recommend ☒ approval ☐ denial of this request.

Comments:


Signature

J.C. Wall
Print Name

**Please mail or hand-deliver this comment form to the address shown below, no later than
August 18, 2014**

**City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501**

Number of Notices Mailed: 11

Date Mailed: August 7, 2014

RECEIVED

AUG 18 2014

City of Temple
Planning & Development



RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Thomas L. Hoherd ^{JR.}
17722 Deep Brook Drive
Spring, Texas 77379

Zoning Application Number: Z-FY-14-35

Project Manager: Mark Baker

Location: **6511 North State Highway 317**

The proposed site plan review 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 zone change of the property described on the attached notice, and provide any additional comments you may have.

I recommend ☒ approval () denial of this request.

Comments:

Thomas L. Hoherd, Jr.
Signature

THOMAS L. HOHERD
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than August 18, 2014

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED
AUG 18 2014
City of Temple
Planning & Development

Number of Notices Mailed: 11

Date Mailed: August 7, 2014



RESPONSE TO PROPOSED
ZONE CHANGE REQUEST
CITY OF TEMPLE

Carlos & Tammy De La Rosa
9210 Silver Springs Court
Temple, Texas 76509

Zoning Application Number: Z-FY-14-35

Project Manager: Mark Baker

Location: 6511 North State Highway 317

The proposed site plan review 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 zone change of the property described on the attached notice, and provide any additional comments you may have.

I recommend () approval

☒ denial of this request.

Comments:

Tammy De La Rosa
Signature

Tammy De La Rosa
Print Name

Please mail or hand-deliver this comment form to the address shown below, no later than
August 18, 2014

City of Temple
Planning Department
Room 102
Municipal Building
Temple, Texas 76501

RECEIVED

AUG 18 2014

City of Temple
Planning & Development

Number of Notices Mailed: 11

Date Mailed: August 7, 2014

ORDINANCE NO. 2014-4684

(PLANNING NO. Z-FY-14-35)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ZONING CHANGE FROM AGRICULTURAL DISTRICT (AG) TO GENERAL RETAIL DISTRICT (GR) ON APPROXIMATELY 1.054 ACRES OUT OF THE BALDWIN ROBERTSON SURVEY, ABSTRACT NUMBER 17 AND LOCATED AT 6511 NORTH SH 317; 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 zoning change from Agricultural District (AG) to General Retail District (GR), on approximately 1.054 acres being a part of the Baldwin Robertson Survey, Abstract No. 17, situated in Bell County, Texas, and located at 6511 North SH 317, as outlined in the map attached hereto as Exhibit 'A,' and made a part hereof for all purposes and subject to the following conditions:

- A minimum 10' rear setback is required where a non-residential use abuts a residential zoning district or use (UDC Section 4.4.4.F3) and
- A residential access drive is prohibited onto arterial streets (UDC Section 7.2.4A);
- Evergreen hedges with a minimum planted height of six feet, placed on 36-inch centers or, fences and walls constructed of wood, masonry, stone or pre-cast concrete from 6 to 8 feet in height above the adjacent grade (UDC Section 7.7.4);
- Refuse containers are to be located in the side or rear of the property and screened from view per UDC Section 7.7.6; and
- Outdoor storage is permitted in the GR zoning district, where the storage area is situated behind the principal building in the rear half of the property and where a solid wood or masonry fence screens the outdoor storage from public view. Such wood or masonry fence must be at least one foot higher than the stored material (UDC Section 7.7.8.B1).

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 **18th** day of **September**, 2014.

PASSED AND APPROVED on Second Reading on the **2nd** day of **October**, 2014.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

09/18/14
Item #6
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Denny Hainley, Acting Civil Service Director

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance establishing the Civil Service classifications and the number of positions in each classification for the Temple Fire Department and the Temple Police Department.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description, on first reading on September 4, 2014, and schedule second and final reading for October 2, 2014.

ITEM SUMMARY: Chapter 143 of the Local Government Code requires that the Council establish, by ordinance, the classifications and the number of positions in each classification for the Fire Department and the Police Department.

The FY 2015 Operating Budget includes staffing an additional six positions and six reclassifications in the Temple Police Department. The staffing changes include: two Patrol Officers; two School Resource Officers; one Detective; one POPs Officer; and six Officers reclassified to Corporals. To accommodate this change, Council must authorize six additional Corporal positions to be added to the ordinance.

The Proposed FY 2015 budget also includes the addition of three Firefighters positions to allow the Fire Department to continue to maintain ALS service levels. To accommodate this change, Council must authorize three additional Firefighter positions to be added to the ordinance. All of these changes will be effective as of October 1, 2014.

FISCAL IMPACT: Funding in the amount of \$360,995 is included in the FY 2015 Operating Budget for the six new Police Officer positions and to reclassify six Police Officer positions to Corporal positions. The two School Resource Officer positions will be funded by the Temple Independent School District through an inter-local agreement.

Funding in the amount of \$155,057 is included in the FY 2015 Budget for the three new Firefighter positions.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 2014-4685

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ESTABLISHING THE CIVIL SERVICE CLASSIFICATIONS AND THE NUMBER OF POSITIONS IN EACH CLASSIFICATION FOR THE TEMPLE FIRE DEPARTMENT AND THE TEMPLE POLICE DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Chapter 143 of the Local Government Code requires that the City Council establish, by ordinance, the number of positions in each classification for the Temple Fire Department and the Temple Police Department;

Whereas, the fiscal year 2015 budget includes staffing an additional six (6) positions and six (6) reclassifications in the Temple Police Department which includes two patrol officers, two School Resources Officers, one Detective, one POPs officer and six officers reclassified to Corporals - to accommodate this change, Council must authorize six (6) Corporal positions to be added to the Ordinance;

Whereas, the fiscal year 2015 budget includes staffing an additional three (3) Firefighter positions to allow the Fire Department to continue to maintain ALS service levels - to accommodate this change, Council must authorize three (3) additional Firefighter positions to be added to the Ordinance;

Whereas, funding is included in the fiscal year 2015 Operating Budget for the six new police officer positions and to reclassify six police officer positions to Corporal positions – the two School Resource Officer positions will be funded by the Temple Independent School District through an interlocal agreement;

Whereas, funding is included in the fiscal year 2015 Operating Budget for the three new Firefighter positions; and

Whereas, the City Council has considered these matters and deems it in the public interest to authorize these actions.

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

Part 1: The City Council authorizes the staffing of an additional six (6) positions and six (6) reclassifications in the Temple Police Department which includes two patrol officers, two School Resources Officers, one Detective, one POPs officer and six officers reclassified to Corporals and an additional three (3) Firefighter positions to allow the Fire Department to continue to maintain ALS service levels.

Part 2: To accommodate these changes, Council authorizes six (6) Corporal positions and three (3) additional Firefighter positions be added to the Ordinance, as outlined in the fiscal year 2015 budget.

Part 3: Council establishes the following Classifications and the Number of Positions of Certified Firefighters and Classifications and Number of Positions of Certified Police Officers for civil service positions in the Fire and Police Departments:

CLASSIFICATIONS AND POSITIONS OF CERTIFIED FIREFIGHTERS

I. UNCLASSIFIED POSITIONS

A. *FIRE CHIEF* – 1 Position

The Fire Chief is appointed by the City Manager. No person shall be eligible for appointment as Chief of the Fire Department who is not eligible for certification by the Commission on Fire Protection Personnel Standards and Education at the intermediate level, or its equivalent as determined by that Commission, and who has not served at least 5 years as a fully paid firefighter.

II. CLASSIFIED POSITIONS

A. *DEPUTY CHIEF* – 5 Positions

No person shall be eligible for appointment as a Deputy Chief who has not served continuously in the Department, as a Captain, for at least 2 years. In addition to base pay, every Deputy Chief having 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

B. *CAPTAIN* – 26 Positions

No person shall be eligible for appointment as a Captain who has not served continuously in the Department, as a Driver, for at least 2 years. In addition to base pay, every Captain having 3, 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

C. *DRIVER* – 30 Positions

No person shall be eligible for appointment as a Driver who has not served continuously in the Department, as a Firefighter, for at least 2 years. In addition to base pay, every Driver having 3, 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

D. *FIREFIGHTER* – 56 Positions

No person shall be eligible for appointment as a Firefighter who does not meet all requirements necessary to become eligible for future classification by the Commission on Fire Protection Personnel Standards and Education. In addition to base pay, every Firefighter having 1, 3, 5, 7, 9 or 15 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

CLASSIFICATIONS AND POSITIONS
OF CERTIFIED POLICE OFFICERS

I. UNCLASSIFIED POSITIONS

A. *POLICE CHIEF* – 1 Position

The Police Chief is appointed by the City Manager. No person shall be eligible for appointment as the Chief of the Police Department who is not eligible for certification by the Commission on Law Enforcement Standards and Education at the intermediate level or its equivalent as determined by that Commission or who has not served as a bona fide law enforcement officer for at least 5 years.

B. *DEPUTY CHIEF* – 2 Positions

No person shall be eligible for appointment as a Deputy Chief who has not served as a Lieutenant or continuously served for a minimum of 2 years as a Sergeant in the Department.

II. CLASSIFIED POSITIONS

A. *LIEUTENANT* – 5 Positions

No person shall be eligible for appointment as a Lieutenant who has not served continuously as a Sergeant in the Department for at least 2 years. In addition to base pay, every Lieutenant having more than 5, 8, 12, 16 or 20 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

B. *SERGEANT* – 16 Positions

No person shall be eligible for appointment as a Sergeant who has not served continuously as a Corporal in the Department for at least 2 years. In addition to base pay, every Sergeant having more than 3, 6, 10, 15 or 20 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

C. *CORPORAL* – 22 Positions

No person shall be eligible for appointment as a Corporal who has not served continuously as a Police Officer in the Department for at least 2 years. In addition to base pay, every Corporal having more than 3, 6, 10, 15 or 20 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

D. *POLICE OFFICER* – 95 Positions

No person shall be eligible for appointment as a Probationary Police Officer who has not met the basic requirements for entrance into the Department. No person shall be eligible for a permanent appointment as a Police Officer who has not completed 1 year of satisfactory performance in the Department. In addition to base pay, every Police Officer who has 1, 3, 6, 10, 15 or 20 years of service in the Department shall receive the amount shown on the attached compensation plan for such increments of seniority.

Part 3: If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Part 4: This ordinance shall take effect October 2, 2014.

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 **18th** day of **September, 2014**.

PASSED AND APPROVED on Second Reading on the **2nd** day of **October, 2014**.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney