



MEETING OF THE

TEMPLE CITY COUNCIL

MUNICIPAL BUILDING
2 NORTH MAIN STREET
CITY COUNCIL CHAMBERS – 2ND FLOOR
TEMPLE, TEXAS

THURSDAY, JANUARY 19, 2017

5:00 P.M.

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 three minutes. No discussion or final action will be taken by the City Council.

III. PROCLAMATIONS & SPECIAL RECOGNITIONS

3. Recognize Wendell Williams, past Chair of Board of Directors for the Temple Health & Bioscience Economic Development District.

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 and ordinances for each of the following:

Minutes

(A) [January 5, 2017 Special and Regular Meeting](#)

Contracts, Leases, & Bids

- (B) [2017-8509-R](#): Consider adopting a resolution authorizing an interlocal contract with the South Central Planning and Development Commission, in the estimated amount of \$60,000 for the use of an online management software for Permitting, Planning & Zoning, Land Management, and Code Enforcement.
- (C) [2017-8510-R](#): Consider adopting a resolution authorizing the purchase of one rack of modules for the Membrane Water Treatment Facility from SCINOR Water America, LLC, New York, NY in the amount of \$117,000.
- (D) [2017-8511-R](#): Consider adopting a resolution authorizing the purchase of three rights-of-way necessary for the construction of the Bird Creek Interceptor project and conversion of the private road Daniels Drive into a public street and authorizing closing costs associated with the purchase, in an amount not to exceed \$9,000.
- (E) [2017-8512-R](#): Consider adopting a resolution authorizing the purchase of right of way necessary for the expansion of Old Howard Road and Moores Mill Road and authorizing closing costs associated with the purchase in an amount not to exceed \$352,000.
- (F) [2017-8513-R](#): Consider adopting a resolution authorizing a professional services agreement with NewGen Strategies and Solutions, LLC in the amount not to exceed of \$42,500 for a Water and Wastewater cost of service study.
- (G) [2017-8514-R](#): Consider adopting a resolution authorizing a construction contract with Playcraft Systems, a division of Krauss Craft, Inc., of Grants Pass, OR, in the amount of \$180,560.54 for the purchase and installation of a play system with shade structure for Oak Creek Park.
- (H) [2017-8515-R](#): Consider adopting a resolution authorizing a construction contract with Vortex USA, Inc. of Carrollton, in the amount of \$402,926.41 for the construction of a splashpad at Jaycee Neighborhood Park.
- (I) [2017-8516-R](#): Consider adopting a resolution authorizing a construction contract with Shaw Integrated Solutions and Cen-Tex Tile & Floor Center in an amount not to exceed \$111,592 for flooring replacement at the Library utilizing the National Joint Powers Alliance cooperative.
- (J) [2017-8517-R](#): Consider adopting a resolution ratifying an agreement for yearly service through AT&T Corporation, of Dallas, in the amount of \$90,000 for voice and data services.
- (K) [2017-8518-R](#): Consider adopting a resolution authorizing a professional services agreement with Kimley-Horn of Austin, in an amount not to exceed \$49,300 for engineering services required for the traffic signal design at the intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive.

- (L) [2017-8519-R](#): Consider adopting a resolution authorizing an agreement for Right of Way Procurement with the State of Texas for right of way necessary for improvements to FM 2483.
- (M) [2017-8520-R](#): Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through the Texas A&M Forest Services TIFMAS Grant Assistance Program, in the amount of \$2,250 for training tuition.

Ordinances – Second & Final Reading

- (N) [2017-4817](#): SECOND READING - Consider an ordinance adopting the Temple Parks and Recreation Youth Standards of Care.
- (O) [2017-4818](#): SECOND READING - TMED-FY-17-01 – Consider adopting an ordinance amending Ordinance No. 2016-4749, for a TMED Planned Development District site plan on .85 +/- acres, Lot 11, Block 1, Highline Addition, to allow for a drive-through restaurant located at 2110 South 31st Street, as well as to amend the overall development/site plan to consider allowing a public sidewalk in lieu of a private trail.
- (P) [2017-4819](#): SECOND READING - Consider adopting an ordinance reapproving the extension of the life of City of Temple Tax Increment Financing Reinvestment Zone Number One to December 31, 2062.

Misc.

- (Q) [2017-8521-R](#): Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through a Body-worn Camera Program through the Criminal Justice Division of the Governor's Office.
- (R) [2017-8522-R](#): Consider adopting a resolution authorizing a requested exception to the Parkland Dedication Fees for North Gate phase 2.
- (S) [2017-8523-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2016-2017.

V. REGULAR AGENDA

ORDINANCES – FIRST READING/PUBLIC HEARING

- 5. [2017-4820](#): FIRST READING – PUBLIC HEARING – Consider adopting an ordinance authorizing the annexation of 60.33 acres of land Redding Roberts Survey, Abstract 692, Bell County, Texas, a portion of a 86.91 acre tract conveyed as Tract Four to Roy Skaff, as the Independent Executor of the estate of Leonard Apt, in Document No. 2016-00009203, Official Public Records of Real Property, Bell County, Texas.
- 6. [2017-4821](#): FIRST READING – PUBLIC HEARING - Z-FY-17-04: Consider adopting an ordinance authorizing rezoning from Two Family zoning district to Commercial zoning district, Lot 4, Block 011, Temple Heights subdivision, located at 1107 South 53rd Street, Temple.

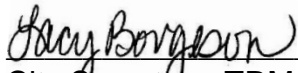
7. [2017-4822](#): FIRST READING – PUBLIC HEARING - Z-FY-17-06: Consider adopting an ordinance authorizing a rezoning from the Commercial zoning district to the Multi-Family Two zoning district, on 0.928 +/- acres, Lots 1-6, Pt. 7, Eastern Hills Subdivision, located at 715 North 20th Street, Temple.
8. [2017-4823](#): FIRST READING – PUBLIC HEARING - A-FY-16-10: Consider adopting an ordinance authorizing abandonment and conveyance of the entire 20 foot wide alley in Block 3 of the Keaton Addition Subdivision, City of Temple, Bell County, Texas.
9. [2017-4824](#): PUBLIC HEARING - Z-FY-17-05 (**WITHDRAWN BY APPLICANT**): Consider an ordinance adopting a rezoning from Agricultural to Planned Development-Single Family One requiring development/site plan approval, per Unified Development Code Section 3.4, on 15.662 +/- acres, 39-lots, 1-block, residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, located at 6352 Jupiter Drive.

RESOLUTIONS

10. P-FY-17-03 & A-FY-17-03: Consider adopting resolutions:
 - (A) [2017-8524-R](#): Approving the Final Plat of Santa Fe Plaza West, an 11.007 +/- acre, 9 lot, 3 block, non-residential subdivision, being a replat which embraces multiple lots within the Original Town of Temple subdivision and Moores Railway Addition subdivision plats;
 - (B) [2017-8525-R](#): Authorizing abandonment of all or portions of service alleyways originally dedicated within the Original Town of Temple and Moore's Railroad Addition subdivision plats;
 - (C) [2017-8526-R](#): Authorizing abandonment of all or portions of public rights-of way originally dedicated as West Avenue A, West Avenue B, South 5th Street, South 7th Street, and South 9th Street within the Original Town of Temple subdivision plat; and
 - (D) [2017-8527-R](#): Authorizing abandonment of all or portions of public rights-of-way originally dedicated as West Avenue A, South 9th Street, and South 11th Street within the Moore's Railway Addition subdivision plat.

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 5:00 PM, on Friday, January 13, 2017.



City Secretary, TRMC



COUNCIL AGENDA ITEM MEMORANDUM

01/19/17
Item #4(A)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

(A) January 5, 2017 Special and Regular Meeting

STAFF RECOMMENDATION: Approve minutes as presented in item description.

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

FISCAL IMPACT: N/A

ATTACHMENTS:

[January 5, 2017 Special and Regular Meeting](#)



COUNCIL AGENDA ITEM MEMORANDUM

01/19/17
Item #4(B)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing an interlocal contract with the South Central Planning and Development Commission, in the estimated amount of \$60,000 for the use of an online management software for Permitting, Planning & Zoning, Land Management, and Code Enforcement.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City has been using a solution called OneSolution for Community Development for the past twelve years, but the software, while it has served its purpose, will no longer be supported and enhanced by Sungard Public Sector, the company that provides the City's current financial software, Naviline.

Since this product will no longer be enhanced and supported, we are taking this opportunity to utilize a new product to enhance the entire development process for our employees and customers as we are proposing replacing this aging technology with a product called MyGovernmentOnline, which will include applications for Permitting, Planning & Zoning, Land Management, and Code Enforcement. This new product will provide more efficient workflow through its integrated building permits, planning, and code enforcement software. MyGovernmentOnline will also interface with our current financial software, NaviLine, a Sungard Public Sector product.

The software will allow staff to create a customized workflow that will best fit the needs of our development community. The software enables Mobility/In-Field Usage: View, schedule and modify inspections and record notes while in the field from laptops, iPads, Smart Phone and tablet devices. This software is subscription based for unlimited users on the cloud and will be charged a subscription price of approximately \$50,000 per year. The first year expenditure in an estimated amount of \$60,000 includes implementation costs.

A review group made up of the Planning Director, Assistant Planning Director, Assistant City Manager, IT Director, IT Project Manager, Permits Supervisor, Chief Building Official, Development Coordinator, Deputy City Attorney and Engineering reviewed four software solutions that will interface with Naviline, and the MyGovernmentOnline software was determined to provide the best solution for the Planning, Permits and Inspections areas. This software solution is also used by San Marcos, Georgetown, Belton, Harker Heights, Cedar Park, Leander and Pflugerville which provides the City a strong regional user base to share information, ideas and suggestions.

FISCAL IMPACT: Funding is appropriated for the use of this software in the amount of \$60,000, project 101527, as follows:

	<u>110-5919-519-6221</u>	<u>520-5000-535-6221</u>	<u>Total</u>
Project Budget	\$ 45,000	\$ 30,000	\$ 75,000
Encumbered/Committed to Date	-	-	-
MyGovernment Online Software	(36,000)	(24,000)	(60,000)
Remaining Project Funds	\$ 9,000	\$ 6,000	\$ 15,000

ATTACHMENTS:

[Contract](#)
[Resolution](#)

INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The City of Temple, Texas ("Licensee") is a Texas home-rule city.

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

- 2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.
- 2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.
- 2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.
- 2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.
- 2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.
- 2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.
- 2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.
- 2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party

without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 **DELIVERABLES.** SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance johndoe@scpd.org) and password for each user of the system in the employ and under control of Licensee.

3.3 **COPIES.** Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. **LICENSE RESTRICTIONS.** Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. **LICENSE FEE**

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 **TAXES.** Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. **MAINTENANCE AND SUPPORT.** Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. **LIMITED WARRANTY AND LIMITATION OF LIABILITY**

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 To the extent allowable under Texas law, Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, except as required by law, including but not limited to the Texas Public Information Act, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement. The payment of any funds in future budget years, as provided in this Agreement, shall be subject to annual appropriation by the Licensee's City Council in the annual budget and the Licensee's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require Licensee to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

9.2 TERMINATION. This Agreement is terminated by:

- (a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

- (b) By Licensee for Non-Appropriation of Funds. Notwithstanding anything contained herein to the contrary, Licensee will have the right to withdraw from this Agreement on the last day of the Licensee's fiscal year if the Licensee's governing body fails to appropriate funds to cover the cost of this Agreement in the upcoming fiscal year budget. SCPDC will be under no obligation to Licensee in the event of such termination and services will terminate at the conclusion of the currently funded fiscal year.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
District Commission

To: City of Temple, Texas

Address: 5058 West Main St.
Houma, LA 70360

Address:

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF TEMPLE, TEXAS

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION THROUGH ITS
AGENT, CAPCOG

By:

By:

Jonathan Graham, City Manager

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

SCHEDULE A

INTERLOCAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

			MONTHLY RATE		
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$56.25	\$50.00	\$50.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$50.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$75.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 2001-4000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$ 1,833.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

The City of Temple has agreed to the 2001-4000 Permit Volume Package and have included Planning & Zoning, Code Enforcement and Addressing/GIS Integration the modules which is a monthly total cost of \$3,438.33.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. . In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B

COOPERATIVE ENDEAVOR USE AGREEMENT South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Information Technology Administrator

E-mail: support@scpdc.org

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of **two (2) years**. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will

attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

CITY OF Temple, TEXAS

By: Jonathan Graham, City Manager

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____

RESOLUTION NO. 2017-8509-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL CONTRACT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION IN THE ESTIMATED AMOUNT OF \$60,000 FOR THE USE OF AN ONLINE MANAGEMENT SOFTWARE FOR PERMITTING, PLANNING & ZONING, LAND MANAGEMENT, AND CODE ENFORCEMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City has been using a software called OneSolution for Community Development for the past twelve years but the software, while it has served its purpose, will no longer be supported and enhanced by Sungard Public Section, the company that provides the City's current financial software, Naviline;

Whereas, since this product will no longer be enhanced and supported, Staff is recommending the purchase of a new product to enhance the entire development process for our employees and customers – Staff is proposing to replace OneSolution with a new product called MyGovernmentOnline which will provide more efficient workflow through its integrated building permits, planning, and code enforcement software and will also interface with the City's current financial software;

Whereas, this software will enable a more efficient workflow, easier navigation and a fully integrated development process - this software is subscription based for unlimited users on the cloud and will be charged a subscription price of approximately \$50,000 per year with the first year expenditure estimated at \$60,000 which includes implementation costs;

Whereas, a review group made up of the Planning Director, Assistant Planning Director, Assistant City Manager, IT Director, IT Project Manager, Permits Supervisor, Chief Building Official, Development Coordinator, Deputy City Attorney and Engineering reviewed four vendors and the MyGovernmentOnline software was determined to provide the best solution for the Planning, Permits and Inspections areas;

Whereas, Staff recommends Council authorize the interlocal contract with the South Central Planning and Development Commission in the estimated amount of \$60,000 for use of this online management software for Permitting, Planning & Zoning, Land Management, and Code Enforcement;

Whereas, funding is appropriated for use of this software in the amount of \$60,000, in account numbers 110-5919-519-6221 and 520-5000-535-6221, project number 101527; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute an interlocal contract with the South Central Planning and Development Commission in the estimated amount of \$60,000 for use of an online management software for Permitting, Planning & Zoning, Land Management, and Code Enforcement.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 19th day of **January**, 2017.

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:

Nicole Torralva, P.E., Public Works Director
Damon B. Boniface, Utility Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of one rack of modules for the Membrane Water Treatment Facility from SCINOR Water America, LLC, New York, NY in the amount of \$117,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple owns a water treatment plant located on the north side of the Leon River just off Charter Oak Drive. The plant consists of a conventional water treatment train and a membrane water treatment train, which ultimately combine through shared storage and pumping facilities and operate as one plant which delivers water to customers along the distribution system. The 29.4 MGD CWTT is an aging facility that has been renovated and expanded several times since its construction in 1957. In 2004, the 11.6 MGD MWTT was constructed in response to increasing water demands.

To address immediate water facility needs, on December 17, 2015, Council approved a professional services agreement with Kasberg, Patrick & Associates, LP of Temple in an amount not to exceed \$242,649 for professional services required for preliminary engineering design and associated investigations at the City of Temple Water Treatment Plant. Of highest, and most immediate importance were the first set of three tasks, which included Task 2 – Membrane Treatment Process Optimization (\$165,022). As part of the scope of work, various membrane module technologies and options were considered, including conducting a full-scale pilot study using replacement modules with similar manufacturers. The full scale 90-day pilot-study, as required by the Texas Commission on Environmental Quality for “innovative technologies” 30 TAC 290.42, will replace one rack of existing modules with SCINOR Membrane Technologies, thereby determining their viability for plant treatment optimization needs and future purchasing options. Presently, the City is constrained to a sole-source purchase for modules from Pall Corporation. New technologies and advanced innovation has recently opened the market for water treatment facilities to explore other membrane modules for viable treatment and economic solutions.

As outlined in the 2015 professional services agreement between the City of Temple and Kasberg, Patrick & Associates, LLP, for the Membrane Treatment Process Optimization, the City is responsible for the purchase of modules and necessary monitoring equipment for conducting the full scale pilot-study. At the conclusion of the study, KPA will confirm whether the test met the goals set forth in the pilot study protocol as determined by the TCEQ related to water quality, in addition to confirming its viability as an economic solution for the City. The City is able to return the SCINOR modules less shipping and handling, if recommended by KPA.

FISCAL IMPACT: Funding is available in the FY 2017 operating budget, account 520-5100-535-6310, project #101419, to fund the purchase of membrane water treatment modules from SCINOR Water America, LLC in the amount of \$117,000 as shown below:

Project Budget	\$	504,000
Encumbered/Committed to Date		(34,119)
SCINOR Water America, LLC		(117,000)
Remaining Funds Available	\$	<u>352,881</u>

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8510-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,
TEXAS, AUTHORIZING THE PURCHASE OF ONE RACK OF MODULES
(78) FOR THE MEMBRANE WATER TREATMENT FACILITY FROM
SCINOR WATER AMERICA, LLC, NEW YORK, NEW YORK, IN THE
AMOUNT OF \$117,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City of Temple owns a water treatment plant located on the north side of the Leon River just off Charter Oak Drive - the plant consists of a conventional water treatment train (CWTT) and a membrane water treatment train (MWTT), which ultimately combine through shared storage and pumping facilities and operate as one plant which delivers water to customers along the distribution system;

Whereas, the 29.4 MGD CWTT is an aging facility that has been renovated and expanded several times since its construction in 1957 - in 2004, the 11.6 MGD MWTT was constructed in response to increasing water demands;

Whereas, to address immediate water facility needs, on December 17, 2015, Council approved a professional services agreement with Kasberg, Patrick & Associates, LP, (KPA) of Temple in an amount not to exceed \$242,649 for professional services required for preliminary engineering design and associated investigations at the City of Temple Water Treatment Plant – of highest, and most immediate importance were the first set of three tasks, which included Task 2 – Membrane Treatment Process Optimization;

Whereas, as part of the scope of work, various membrane module technologies and options were considered, including conducting a full-scale pilot study using replacement modules with similar manufacturers - the full scale 90-day pilot-study, as required by the Texas Commission on Environmental Quality (TCEQ) for “innovative technologies,” will replace one rack of existing modules with SCINOR Membrane Technologies, thereby determining their viability for plant treatment optimization needs and future purchasing options;

Whereas, presently, the City is constrained to a sole-source purchase for modules from Pall Corporation - new technologies and advanced innovation has recently opened the market for water treatment facilities to explore other membrane modules for viable treatment and economic solutions;

Whereas, the City is responsible for the purchase of modules and necessary monitoring equipment for conducting the full scale pilot-study - at the conclusion of the study, KPA will confirm whether the test met the goals set forth in the pilot study protocol as determined by the TCEQ related to water quality, in addition to confirming its viability as an economic solution for the City;

Whereas, Staff recommends Council authorize the purchase of one rack of modules (78) for the Membrane Water Treatment Facility from SCINOR Water America, LLC, New York, NY in the amount of \$117,000;

Whereas, funding is available in account 520-5100-535-6310, project # 101419 for the purchase of membrane water treatment modules from SCINOR Water America, LLC, in the amount of \$117,000; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the purchase of one rack of modules (78) for the Membrane Water Treatment Facility from SCINOR Water America, LLC, New York, New York, in the amount of \$117,000.

Part 3: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for this purchase.

Part 4: It is hereby officially found and determined that the meeting at which this Resolution was 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 19th day of **January**, 2017.

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:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of three rights-of-way necessary for the construction of the Bird Creek Interceptor project and conversion of the private road Daniels Drive into a public street and authorizing closing costs associated with the purchase, in an amount not to exceed \$9,000.

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

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: In 2007, Council authorized a professional services agreement with Carter Burgess, Inc., now Jacobs Engineering Group, Inc., for engineering services related to the Bird Creek Interceptor. This project, targeted toward reducing sanitary sewer overflows, will rehabilitate existing deteriorated infrastructure through the heart of the city. To date, the City has constructed three phases of the Bird Creek Interceptor project. Design of Phases 4 and 5 is underway and acquisition of the necessary easements is partially complete.

The design of Phase 4 includes a realignment of the interceptor beneath Daniels Drive, currently a private street in South Temple that runs parallel to Bird Creek, with a steep slope in between. Erosion from the creek may require significant repairs to Daniels Drive in the future in order to ensure its integrity and protect the welfare of residents in the neighborhood. Accordingly, Staff believes that the in order to conduct repairs needed on Daniels Drive, to take necessary steps to prevent the erosion of the slope between Daniels Drive and Bird Creek, and to realign the Bird Creek interceptor beneath the roadway, it would be in the public interest to acquire the right-of-way necessary to convert the private road into a public street.

The design requires the acquisition of rights of way for wastewater utilities and the new public street from five property owners, including the properties situated at 2609, 2613, and 2617 Daniels Drive. Appraisals were performed on the parcels and an offer was presented to the property owners in December 2016. Staff has reached an agreement with three of the property owners and is asking for authorization to purchase the necessary rights-of-way and pay closing costs in an amount not to exceed \$9,000.

FISCAL IMPACT: Funding is available for the purchase of the three properties necessary for the construction of the Bird Creek Interceptor in an amount not to exceed \$9,000 in account 520-5900-535-6110, project #101213.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8511-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE RIGHTS-OF-WAY NECESSARY FOR THE CONSTRUCTION OF THE BIRD CREEK INTERCEPTOR PROJECT AND CONVERSION OF THE PRIVATE ROAD DANIELS DRIVE INTO A PUBLIC STREET AND AUTHORIZING CLOSING COSTS ASSOCIATED WITH THE PURCHASES, IN AN AMOUNT NOT TO EXCEED \$9,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in 2007, Council authorized a professional services agreement with Carter Burgess, Inc., now Jacobs Engineering Group, Inc., for engineering services related to the Bird Creek Interceptor - this project, targeted toward reducing sanitary sewer overflows, will rehabilitate existing deteriorated infrastructure through the heart of the city;

Whereas, to date, the City has constructed three phases of the Bird Creek Interceptor project - design of Phases 4 and 5 is underway and acquisition of the necessary easements is partially complete;

Whereas, the design of Phase 4 includes a realignment of the interceptor beneath Daniels Drive, currently a private street in South Temple that runs parallel to Bird Creek, with a steep slope in between - erosion from the creek may require significant repairs to Daniels Drive in the future in order to ensure its integrity and protect the welfare of residents in the neighborhood;

Whereas, Staff believes that in order to conduct repairs needed on Daniels Drive, to take necessary steps to prevent the erosion of the slope between Daniels Drive and Bird Creek, and to realign the Bird Creek interceptor beneath the roadway, it would be in the public interest to acquire the right-of-way necessary to convert the private road into a public street;

Whereas, the design requires the acquisition of rights of way for wastewater utilities and the new public street from five property owners, including the properties situated at 2609, 2613, and 2617 Daniels Drive - appraisals were performed on the parcels and offers were presented to the property owners in December 2016;

Whereas, Staff has reached an agreement with three of the property owners and is asking for authorization to purchase the necessary rights-of-way and pay closing costs in an amount not to exceed \$9,000

Whereas, Staff recommends Council authorize the purchase of three rights-of-way necessary for the construction of the Bird Creek Interceptor project and conversion of the private road, Daniels Drive, into a public street and authorize closing costs associated with the purchases, in an amount not to exceed \$9,000;

Whereas, funding is available for the purchase of the three properties necessary for the construction of the Bird Creek Interceptor in an amount not to exceed \$9,000 in account 520-5900-535-6110, project #101213; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the purchase of three rights-of-way necessary for the construction of the Bird Creek Interceptor project and conversion of the private road, Daniels Drive, into a public street and located at 2609, 2613, and 2617 Daniels Drive, and authorizes the payment of closings costs associated with the purchases, in an amount not to exceed \$9,000.

Part 3: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for the purchase of the rights-of-way.

Part 4: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
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DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the purchase of right of way necessary for the expansion of Old Howard Road and Moores Mill Road and authorizing closing costs associated with the purchase in an amount not to exceed \$352,000.

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

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City is currently in the design phase for the proposed expansion of Old Howard Road from Central Pointe Parkway to Moores Mill Road, as well as an expansion of Moores Mill Road from Old Howard Road to IH-35, including a realigned intersection at Pegasus Drive. The design requires the acquisition of right-of-way from 21 different property owners. Appraisals have been performed on twenty of the parcels, and the remaining one is underway. Offers have been made to several of the property owners based upon those appraisals, and the remaining offers will be presented in the coming weeks. For those properties that will require relocation, the City's consultant is preparing the necessary relocation studies.

The City has acquired seven rights of way and has reached an agreement with a property owner. Staff is actively negotiating with each of the remaining property owners and hopes to reach agreements with each of them this fiscal year. At this time, Staff is asking for authorization to purchase the right of way and pay closing costs in an amount not to exceed \$352,000.

The location and Bell County Appraisal District ID Number of the property is listed below:

Old Howard Road, Temple – Bell CAD ID #15887

FISCAL IMPACT: Funding is appropriated for the purchase of the right of way necessary for the expansion of Old Howard Road and Moores Mill Road and authorizing closing costs associated with the purchase in an amount not to exceed \$352,000 in account 795-9800-531-6864, project #101001.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8512-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF RIGHT OF WAY NECESSARY FOR THE EXPANSION OF OLD HOWARD ROAD AND MOORES MILL ROAD AND AUTHORIZING CLOSING COSTS ASSOCIATED WITH THE PURCHASE IN AN AMOUNT NOT TO EXCEED \$352,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, The City is currently in the design phase for the proposed expansion of Old Howard Road from Central Pointe Parkway to Moores Mill Road, as well as an expansion of Moores Mill Road from Old Howard Road to IH-35, including a realigned intersection at Pegasus Drive;

Whereas, Staff is actively negotiating with owners of the properties from which right of way will need to be acquired for this project and at this time, Staff is asking for authorization to purchase right of way and pay closing costs in an amount not to exceed \$352,000 - the location and Bell County Appraisal District ID Number of the property is listed as Old Howard Road, Temple – Bell CAD ID #15887;

Whereas, Staff recommends Council authorize the purchase of right of way necessary for the expansion of Old Howard Road and Moores Mill Road and authorize closing costs associated with the purchase in an amount not to exceed \$352,000;

Whereas, funding is appropriated for the purchase of the right of way necessary for the expansion of Old Howard Road and Moores Mill Road and the payment of closing costs, in an amount not to exceed \$352,000, in account 795-9800-531-6864, project #101001; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the purchase of a portion of the property located along Old Howard Road, Temple and designated with Bell CAD ID #15887 which is necessary for the expansion of Old Howard Road and Moores Mill Road, and authorizes the payment of closing costs associated with the purchase, in the not to exceed amount of \$352,000.

Part 3: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for the purchase of this property.

Part 4: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
Item #4(F)
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DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with NewGen Strategies and Solutions, LLC in the amount not to exceed of \$42,500 for a Water and Wastewater cost of service study.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Approval of this item will allow for a water and wastewater cost of service study. The study will develop a five year revenue requirement for the Water and Wastewater utility. The last study was completed in FY 2012.

As part of the analysis and development of the five-year revenue requirement, NewGen will address the following:

- Review the historical and projected trends with regards to operations and maintenance costs, debt service, capital improvements, water usage, wastewater flows
- Identification of fixed versus variable cost
- Normalization of the revenue requirement to adjust for 'wet' and 'dry' years
- Inflation adjustments for labor, benefits, chemicals, electricity and all other operating costs
- Evaluation of current wastewater effluent rates
- Design Retail and Wholesale water and wastewater rates

FISCAL IMPACT: Funding for the study is included in the adopted FY2017 budget in account 520-5000-535-2616, Professional Services, in the amount of \$42,500.

ATTACHMENTS:

[Professional Service Agreement
Resolution](#)

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is dated January 12, 2017 by and between **NewGen Strategies and Solutions, LLC**, a Colorado limited liability company (“**Consultant**”), with offices at 3420 Executive Center Drive, Suite 165, Austin, Texas 78731 and **City of Temple** (“**Client**”), with a mailing office at 2 N. Main Street, Temple, Texas 76501.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Consultant and Client agree that Consultant will perform services as detailed in Exhibit A. All services to be provided by Consultant shall be agreed to by the parties and attached to this Agreement. The Exhibit shall set forth the scope of services, including the intended purpose of the services, schedule, budget, payment provisions and other special provisions, if any, related to the scope of services (the “**Services**”).
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of Client. Nothing in this Agreement is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between Client and Consultant. Consultant shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state or local authority arising from the payment of fees to Consultant by Client under this Agreement. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar Services. Except as otherwise provided in a specific Exhibit, Consultant shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its expertise and analytical skills in performing the Services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Fee for Services and Payment:** Unless otherwise provided in an Exhibit (e.g., fixed fee for a project), the fee to Consultant for Services will be based on the actual hours of Services furnished multiplied by Consultant’s billing rates as of the date of its monthly invoice plus all expenses incurred by Consultant and related to the Services furnished under an Exhibit (as described in more detail below). Additionally, Client shall reimburse Consultant on a monthly basis at cost plus ten percent (10%) for Services provided by any subconsultant working under Consultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute.

PROFESSIONAL SERVICES AGREEMENT

Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Services hereunder or may initiate collections proceedings, including mandatory binding arbitration, or both, without incurring any liability or waiving any right established hereunder or by law.

5. **Changes/Amendments:** This Agreement (together with any exhibits attached hereto) constitute the entire agreement between the parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its Services due to an event beyond its reasonable control, including but not limited to, fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule for the performance of the Services and payment of fees under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
6. **Indemnity:** To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers, shareholders and employees from and against any liability (including without limitation, reasonable costs and attorneys' fees) incurred by Client to the extent caused by Consultant's negligent acts, errors or omissions, including judgments in favor of any third party.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its managers, members, employees and subconsultants from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by Consultant to the extent caused by Client's negligent acts, errors or omissions, including judgments in favor of any third party.

7. **Reperformance of Services:** If Client believes any of the Services provided under this Agreement do not comply with the terms of this Agreement, Client shall promptly notify Consultant to permit Consultant an opportunity to investigate the allegation of noncompliance. If the Services do not meet the applicable standard of care, Consultant will promptly re-perform the Services at no additional cost to Client, including assisting Client in selecting remedial actions. If Client fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and re-perform its Services, Consultant's total obligation to Client will be limited to the costs Consultant would have incurred to re-perform the Services.

PROFESSIONAL SERVICES AGREEMENT

8. **Insurance:** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client evidencing the same:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

9. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("**Work Product**"); provided, however, that Client shall not rely on or use the Work Product for any purpose other than the purposes under this Agreement and the Work Product shall not be changed without the prior written approval of Consultant. If Client releases the Work Product to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Product and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.
10. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, managers, members, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater.
11. **No Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages, nor shall Client be liable to Consultant for any of the above mentioned consequential damages.
12. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the Services hereunder. Client confirms and agrees that Consultant may rely on the accuracy of information provided by Client and its representatives.

PROFESSIONAL SERVICES AGREEMENT

13. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or Services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Estimates provided by Consultant for operation expenses or construction costs represent its best judgment as an experienced and qualified professional, but Client acknowledges and agrees that such estimates are not a guarantee of cost. This section does not apply to the cost of Consultant performing the Services.
14. **Dodd-Frank Wall Street Reform and Consumer Protection Act:** Client confirms and agrees that for all purposes under this Agreement and in Consultant's performance of all Services described hereunder, Consultant is and shall be viewed by Client as providing regulatory and management consulting advice. It is Client's understanding, intention and agreement that under no circumstances shall Consultant be deemed a "municipal advisor" subject to regulation under the Dodd-Frank Wall Street Reform and Consumer Protection Act.
15. **Safety and Security:** Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such Services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.
18. **Termination:** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Client shall pay Consultant for all Services rendered through the date of termination plus reasonable expenses for winding down the Services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement or suspend performance under this Agreement.
19. **Dispute Resolution:** Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action that arises under this Agreement or that relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.

PROFESSIONAL SERVICES AGREEMENT

20. Miscellaneous:

- a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - Client: City of Temple, Texas
 - Attention: Ms. Traci Barnard
Director of Finance
 - Address: 2 N. Main Street
Temple, Texas 76501

 - Consultant: NewGen Strategies and Solutions, LLC
 - Attention: Mr. David S. Yanke
President – Environmental Practice
 - Address: 3420 Executive Center Drive, Suite 165
Austin, Texas 78731
- c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for Services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- e. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- g. This Agreement shall not be construed against Consultant on the basis that Consultant drafted the Agreement.

PROFESSIONAL SERVICES AGREEMENT

- h. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes the Services under this Agreement.
- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

CLIENT:

City of Temple, Texas

Signature _____
Name _____
Title _____
Date _____

CONSULTANT:

NewGen Strategies and Solutions, LLC.

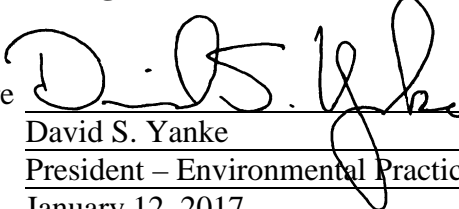
Signature  _____
Name David S. Yanke
Title President – Environmental Practice
Date January 12, 2017

Exhibit A – Water and Wastewater Scope of Work and Budget

PROFESSIONAL SERVICES AGREEMENT

Exhibit A Project Scope and Budget to Conduct a Water and Wastewater Cost of Service Study

Proposed Scope of Services

NewGen proposes to conduct this analysis in a timely and efficient manner, with the work laid out in the following phases:

- **Phase I – Determine Revenue Requirement**
- **Phase II – Design Retail and Wholesale Water and Wastewater Rates**
- **Phase III – Issue Draft and Final Report**
- **Phase IV – Update Cost of Service Model (Optional)**

A brief overview of the work to be accomplished during each of the phases is provided below.

Phase I – Determine Revenue Requirement

A. Water Revenue Requirement

In this phase, NewGen will gather the necessary data required to determine the cost of providing water services to the City. Data to be collected will include the City's budgets, audited financial statements, capital improvement plan, loan documents, water pumpage and usage records, etc. NewGen will plan an on-site visit to meet with the appropriate City staff in order to ensure our understanding of the goals for the study, review data provided, review relevant system history, and answer questions from City staff.

Once the necessary data has been collected, NewGen will review the historical and projected trends with regard to operations and maintenance costs, debt service, capital improvements, water usage, etc. NewGen will adjust expenditures as necessary (normalize, annualize, etc.) in order to develop an annual revenue requirement that is representative of the utility's financial needs. During this phase, we will utilize the base-extra capacity methodology that is in compliance with the AWWA standards to separate water related costs into three primary cost components: 1) base costs; 2) extra-capacity costs; and 3) customer costs. Upon completion of this phase we will have developed a five-year revenue requirement forecast, by customer class, for the water utility.

As part of this analysis, and development of the five-year revenue requirement, NewGen will at a minimum address the following issues:

- Identification of fixed versus variable costs (this information will be used to determine the appropriate fixed monthly charge)
- Normalization of the revenue requirement to adjust for "wet" and "dry" years
- Inflation adjustments for labor, benefits, chemicals, electricity and all other operating costs. (Inflation adjustments may vary based on the cost category being inflated.)

B. Wastewater Revenue Requirement

Using much of the data described in the development of the water revenue requirement, NewGen will develop a five-year revenue requirement for the wastewater utility. Key during the development of this revenue requirement will be the forecasting of the new bond issue(s) for the wastewater treatment plant expansion. During this task, NewGen will begin to analyze and employ the volume / strength cost

PROFESSIONAL SERVICES AGREEMENT

classification methodology for cost allocations for the City's wastewater service for the wastewater treatment plants. Wastewater treatment and related operation and maintenance costs plus capital costs must be segregated as to volume and strength as endorsed by the Water Environment Federation (WEF). The strength component should be further classified into the components of BOD and TSS. As in water cost determination, a thorough understanding and determination of the costs incurred, due to plant loading will be made for the appropriate wastewater costs to be assigned to the respective customer classes. This analysis will assist in determining to what degree specific wastewater treatment costs should be assigned to a specific customer class (i.e. industrial), if any.

Phase I Deliverables

- Preliminary five-year revenue requirement forecast – water and wastewater
- Meeting to discuss the revenue requirement forecast
- Final five-year revenue requirement forecast – water and wastewater

Phase II –Design Retail and Wholesale Water and Wastewater Rates

A. Water Rates

In Phase II, NewGen will develop a rate structure that will recover the revenue requirement, as defined in Phase I. In many cases it is the rate structure that will determine whether or not a new set of rates will be accepted by the utility's customers. NewGen's close involvement with the Texas Commission on Environmental Quality (TCEQ), and now the Public Utility Commission (PUC), and our familiarity with the regulatory environment in Texas will ensure that all rate design issues are fully vetted. A clear and distinct understanding of the City's overall goals will serve as a basis for the development of the proposed rates.

We will review the fixed versus variable costs for both the retail rates, as well as the wholesale rates. The base-extra capacity allocation will be utilized to determine the level of peaking associated with wholesale water customers, which impacts the City's required storage, water treatment capacity, etc. The greater the peaking factor, the greater the potential "extra capacity" charge for that particular customer.

B. Wastewater Rates

Wastewater rates will be designed for residential and commercial customers, with industrial strength surcharges designed if applicable for industrial customers. *During the development of the wastewater rates, the NewGen Project Team will also evaluate the current wastewater effluent rates for revenue sufficiency.*

Phase II Deliverables

- Preliminary water and wastewater rates
- Meeting to discuss the preliminary water and wastewater rates
- Final water and wastewater rates

Phase III – Issue Draft and Final Report

Upon completion of Phase II, NewGen will issue a draft report that summarizes NewGen's financial analysis, methodology, and rate recommendations. A conference call will be held with the City to discuss any staff recommended changes to the draft report, with a final report issued within one week

PROFESSIONAL SERVICES AGREEMENT

of receiving the final comments from City staff. NewGen will present its findings and recommendations to the City Council in a PowerPoint presentation.

Phase III Deliverables

- Issue a draft report
- Issue a final report
- Presentation to the City Council

Phase IV – Update Cost of Service Model (Optional)

NewGen understands the City **may** want to be provided an updated version of the cost of service model. NewGen will provide an updated version of the financial model, if requested, along with training upon completion of Phase III.

Project Timing and Fees

NewGen typically completes a water and wastewater cost of service and rate design study within 90 to 120 days of being retained to conduct the study, and would commit to meeting this timetable assuming that all necessary financial and operational data is provided in a timely manner. The project will be billed using our standard billing rates listed below. NewGen will complete **Phase I, II, and III** for a not-to-exceed budget of **\$38,500**. This cost includes all professional fees and any applicable out-of-pocket expenses. If the City desires an updated cost of service model be provided (**Phase IV**), the not-to-exceed budget for this phase will be **\$4,000**. **Therefore, the total cost would be a not-to-exceed price of \$42,500 inclusive of all travel expenses for meetings.**

Staff	Billing Rate Per Hour
Dave Yanke, President – Environmental Practice	\$265
Senior Consultant	\$160-210
Staff Consultant	\$120-\$160
Administrative Staff	\$65

RESOLUTION NO. 2017-8513-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC IN THE AMOUNT NOT TO EXCEED OF \$42,500 FOR A WATER AND WASTEWATER COST OF SERVICE STUDY; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the last cost of service study was completed in fiscal year 2012 – the proposed study will develop a five year revenue requirement for the Water and Wastewater utility;

Whereas, as part of the analysis and development of the five-year revenue requirement, NewGen will address the following: review the historical and projected trends with regards to operations and maintenance costs, debt service, capital improvements, water usage, and wastewater flows, identification of fixed versus variable cost, normalization of the revenue requirement to adjust for ‘wet’ and ‘dry’ years, inflation adjustments for labor, benefits, chemicals, electricity and all other operating costs, evaluation of current wastewater effluent rates, and design Retail and Wholesale water and wastewater rates;

Whereas, Staff recommends Council authorize a professional services agreement with NewGen Strategies and Solutions, LLC in the amount not to exceed of \$42,500 for a Water and Wastewater cost of service study;

Whereas, funding for the study is included in the adopted FY2017 budget in account 520-5000-535-2616, Professional Services, in the amount of \$42,500; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to authorize a professional services agreement with NewGen Strategies and Solutions, LLC, in the amount not to exceed of \$42,500, for a Water and Wastewater cost of service study.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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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Consent Agenda
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DEPT. /DIVISION SUBMISSION & REVIEW:

Kevin Beavers, CPRP, Director of Parks and Recreation

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Playcraft Systems, a division of Krauss Craft, Inc., of Grants Pass, OR, in the amount of \$180,560.54 for the purchase and installation of a play system with shade structure for Oak Creek Park.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: One of the projects approved in the 2015 Parks Bond was improving the playscape at Oak Creek Park, located at 2304 Forest Trail.

This portion of the project includes the purchase and installation of a new covered farm-themed playground as shown in the attached schematic. Additional forthcoming improvements at Oak Creek Park that are not covered by this contract include a trail with life stations and a pavilion.

The City of Temple will be utilizing The Cooperative Purchasing Network (TCPN) contract #R5201 for these improvements to the park, which meets the statutory procurement requirements for Texas municipalities.

It is anticipated that the improvements to Oak Creek Park will all be completed by the summer of 2017.

This resolution will also waive any construction permit fees associated with the project.

FISCAL IMPACT: Funding for the contract with Playcraft Systems in the amount of \$180,560.54, is appropriated in account 362-3500-552-6410, project #10139, as follows:

Project Budget	\$	458,415
Encumbered/Committed to Date		(4,200)
Playcraft Systems		(180,561)
Remaining Funds Available	\$	<u>273,654</u>

ATTACHMENTS:

[Play System Schematic](#)
[Resolution](#)



RESOLUTION NO. 2017-8514-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH PLAYCRAFT SYSTEMS, A DIVISION OF KRAUSS CRAFT, INC., OF GRANTS PASS, OREGON, IN THE AMOUNT OF \$180,560.54, FOR THE PURCHASE AND INSTALLATION OF A PLAY SYSTEM WITH SHADE STRUCTURE FOR OAK CREEK PARK; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, one of the projects approved in the 2015 Parks Bond was improving the playscape at Oak Creek Park, located at 2304 Forest Trail;

Whereas, this portion of the project includes the purchase and installation of a new covered, farm-themed playground - additional forthcoming improvements at Oak Creek Park that are not covered by this contract include a trail with life stations and a pavilion;

Whereas, the City of Temple will be utilizing The Cooperative Purchasing Network (TCPN) contract #R5201 for these improvements to the park, which meets the statutory procurement requirements for Texas municipalities;

Whereas, it is anticipated that the improvements to Oak Creek Park will all be completed by the summer of 2017 - this resolution will also waive any construction permit fees associated with the project.

Whereas, Staff recommends Council authorize a construction contract with Playcraft Systems, a division of Krauss Craft, Inc., of Grants Pass, OR, for the purchase and installation of a play system with shade structure for Oak Creek Park in the amount of \$180,560.54;

Whereas, funding for the contract with Playcraft Systems, in the amount of \$180,560.54, is appropriated in account 362-3500-552-6410, project #10139; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to authorize a construction contract with Playcraft Systems, a division of Krauss Craft, Inc., of Grants Pass, Oregon, in the amount of \$180,560.54, for the purchase and installation of a play system with shade structure for Oak Creek Park.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
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Consent Agenda
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DEPT. /DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Director of Parks and Recreation

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Vortex USA, Inc. of Carrollton, in the amount of \$402,926.41 for the construction of a splashpad at Jaycee Neighborhood Park.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: One of the projects approved in the 2015 Parks Bond was renovation of the facilities and the addition of a splashpad in Jaycee Neighborhood Park located at 2302 West Avenue Z.

Previously, Council authorized contracts for the installation of a new playscape with shade structure, the construction of a trail with play nodes & exercise stations, the construction of a new pavilion, along with other park amenities. This final portion of the project includes the construction of a 1,590 sf space-themed splashpad with a 3,000 gallon enclosed recirculating tank & pump, numerous water features, and five offset shade structures.

The City will be utilizing a National Purchasing Partners cooperative contract to fulfill the solicitation requirements associated with this procurement. Contracts awarded through the NPP cooperative have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

It is anticipated that the construction of the splashpad will be complete on or before May 2017. This resolution will also waive any construction permit fees associated with the project.

FISCAL IMPACT: Funding for the contract with Vortex USA, Inc. in the amount of \$402,926.41, is appropriated in account 362-3500-552-6403, project #101312, as follows:

Project Budget	\$ 989,570
Encumbered/Committed to Date	(535,312)
Vortex USA, Inc.	(402,927)
Remaining Funds Available	\$ 51,331

ATTACHMENTS:

[Schematic Drawing](#)
[Resolution](#)



RESOLUTION NO. 2017-8515-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH VORTEX USA, INC. OF CARROLLTON, TEXAS, IN THE AMOUNT OF \$402,926.41, FOR THE CONSTRUCTION OF A SPLASHPAD AT JAYCEE NEIGHBORHOOD PARK; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, one of the projects approved in the 2015 Parks Bond was renovation of the facilities and the addition of a splashpad in Jaycee Neighborhood Park located at 2302 West Avenue Z;

Whereas, previously, Council authorized contracts for the installation of a new playscape with shade structure, the construction of a trail with play nodes & exercise stations, the construction of a new pavilion, along with other park amenities - this final portion of the project includes the construction of a 1,590 square-foot, space-themed splashpad with a 3,000 gallon enclosed recirculating tank & pump, numerous water features, and five offset shade structures;

Whereas, the City will be utilizing a National Purchasing Partners (NPP) cooperative contract to fulfill the solicitation requirements associated with this procurement – and contracts awarded through the NPP cooperative have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

Whereas, it is anticipated that the construction of the splashpad will be complete on or before May 2017 - this resolution will also waive any construction permit fees associated with the project;

Whereas, Staff recommends Council authorize a construction contract with Vortex USA, Inc. of Carrollton, Texas, in the amount of \$402,926.41, for the construction of a splashpad at Jaycee Neighborhood Park;

Whereas, funding for the contract with Vortex USA, Inc. in the amount of \$402,926.41, is appropriated in account 362-3500-552-6403, project #101312; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a construction contract with Vortex USA, Inc. of

Carrollton, Texas, in the amount of \$402,926.41, for the construction of a splashpad at Jaycee Neighborhood Park.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
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DEPT./DIVISION SUBMISSION & REVIEW:

Ashley Williams, Director of General Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with Shaw Integrated Solutions and Cen-Tex Tile & Floor Center, in an amount not to exceed \$111,592 for flooring replacement at the Library utilizing the National Joint Powers Alliance cooperative.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The project entails the replacement of flooring at the Library located at 100 West Adams Avenue on the second floor of the Library, the McLane room and the basement lobby.

Shaw Integrated Solutions of Dalton, GA was identified through the National Joint Powers Alliance cooperative agreement. Through this agreement the City is able to purchase materials and include labor from a local business. The flooring will be installed by Cen-Tex Tile & Floor Center of Temple. The project will be completed with funding not to exceed \$111,592.

FISCAL IMPACT: Funding to replace the 2nd floor carpet at the library has been appropriated through Limited Tax Notes in the amount of \$95,000. A budget adjustment is being presented for Council approval to appropriate the revenue from a contribution being made by the Foundation of the Temple Public Library in the amount of \$17,087. Funding for project # 101481 in account 364-4000-555-6310 is as follows:

Project Budget	\$	95,000
Budget Adjustment		17,087
Encumbered/Committed to Date		(495)
NJPA - Shaw Integrated Solutions		(111,592)
Remaining Funds Available	\$	0

ATTACHMENTS:

Budget Adjustment
Resolution

2017

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	
364-0000-461-08-30		Other Revenues - Foundation of the Temple Public Library	\$ 17,087			
364-4000-555-63-10	101481	Building & Grounds - Replace 2nd Floor Carpet - Library	17,087			
TOTAL.....			\$ 34,174		\$ -	

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

Allocating a contribution of \$17,087 being made by the Foundation of the Temple Public Library for the purpose of replacing the carpet in the main area on the 2nd floor of the library.

X

No

1/19/2017

X

No

Date _____

Disapproved

Disapproved

Date _____

	Disapproved
--	-------------

Disapproved

Date _____

☐ Disapproved

Disapproved

RESOLUTION NO. 2017-8516-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH SHAW INTEGRATED SOLUTIONS AND CEN TEX TILE & FLOOR CENTER IN AN AMOUNT NOT TO EXCEED \$111,592 FOR FLOORING REPLACEMENT AT THE LIBRARY UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the project entails the replacement of flooring at the Library located at 100 West Adams Avenue on the second floor of the Library, the McLane Room and the basement lobby;

Whereas, Shaw Integrated Solutions of Dalton, Georgia, was identified through the National Joint Powers Alliance (NJPA) cooperative agreement and through this agreement the City is able to purchase materials and include labor from a local business - the flooring will be installed by Cen-Tex Tile & Floor Center of Temple;

Whereas, the project will be completed for a not to exceed amount of \$111,592;

Whereas, funding to replace the 2nd floor carpet at the library has been appropriated through Limited Tax Notes in the amount of \$95,000 - a budget adjustment is being presented for Council approval to appropriate the revenue from a contribution being made by the Foundation of the Temple Public Library in the amount of \$17,087 – funding for project number 101481 is appropriated in account number 364-4000-555-6310; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a construction contract for flooring replacement at the Library with Shaw Integrated Solutions and Cen Tex Tile & Floor Center in an amount not to exceed \$111,592, utilizing the National Joint Powers Alliance contract.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 19th day of January, 2017.

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:

Alan DeLoera, Information Technology Director

ITEM DESCRIPTION: Consider adopting a resolution ratifying an agreement for yearly service through AT&T Corporation, of Dallas, in the amount of \$90,000 for voice and data services.

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

ITEM SUMMARY: The Information Technology department currently has many locations throughout the City that require multiple contracts with companies that provide telephone, internet and data services. One of these services that is provided is what are called "PRI" Circuits or Primary Rate Interfaces that provide 24 channels of voice lines. We also have data circuits that are provided through various companies. We currently use multiple vendors such as AT&T, Grande and Time Warner because we need redundancy among different city locations so that we do not lose services at all locations.

AT&T Corporation currently provides us with voice and high-speed data services to multiple City departments which include the City Hall, Police Department, Service Center and other city facilities. We currently use services through Grande Communications, Time Warner and AT&T in an effort to avoid a catastrophic outage at all City facilities if we were only to use one company. We also use this plan successfully by having internet service provided by all three companies for backup due to the critical nature of providing access to Police, Fire, email services and other critical city applications

Now more than ever, the city requires redundant reliable network connectivity and access to city resources. Connections to and from city departments, government agencies, vendors and citizens are all equally important to keep the continuity when needed. The city runs all day, every day and even in off hours. We run operations around the clock, seven days a week so it's important to realize that to keep a solid business continuity strategy, redundancy technologies should be considered and implemented.

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

FISCAL IMPACT: Funding for the services provided by AT&T Corporation for voice and high-speed data is available in account 110-1900-519-2610 in the amount of \$90,000.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8517-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING AN AGREEMENT FOR YEARLY VOICE AND DATA SERVICES THROUGH AT&T CORPORATION, OF DALLAS, TEXAS, IN THE AMOUNT OF \$90,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Information Technology Department currently has many locations throughout the City that require multiple contracts with companies that provide telephone, internet and data services;

Whereas, the Information Technology Department also has data circuits that are provided through various companies and the Department currently uses multiple vendors such as AT&T, Grande, and Time Warner to provide redundancy among different City locations;

Whereas, AT&T Corporation currently provides voice and high-speed data services to multiple City departments which include the City Hall, Police Department, Service Center and other City facilities and in order to continue to diversify services, Staff recommends the Council ratify this agreement for voice and data services with AT&T in the amount of \$90,000;

Whereas, funding for the services provided by AT&T Corporation for voice and high-speed data is available in account 110-1900-519-2610 in the amount of \$90,000; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to ratify an agreement for yearly voice and data services through AT&T Corporation, of Dallas, Texas, in the amount of \$90,000.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 19th day of **January**, 2017.

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

01/19/17
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Consent Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Nicole Torralva, P.E., Public Works Director
Kenny Henderson, Transportation Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kimley-Horn of Austin, in an amount not to exceed \$49,300 for engineering services required for the traffic signal design at the intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive have met warrants for the installation of traffic signals. This is due to growth in the area.

Professional engineering services are broken down as follows.

Task I	Project Management	\$ 6,200.00
Task II	Data Collection	\$ 2,600.00
	Survey Sub-Consultant	\$ 9,500.00
Task III	Plans, Specification, and Estimate	<u>\$ 31,000.00</u>
Total		<u>\$ 49,300.00</u>

The proposed timeline for design of this project is 90 days. The estimated construction costs for the two traffic signals is \$450,000.

FISCAL IMPACT: Council received a briefing on December 1, 2016, recommending adding these two signals to the City's Transportation Capital Improvement Program (TCIP) in the FY 2017 Budget.

Funding is appropriated for the professional services agreement with Kimley-Horn for engineering services required for the traffic signal design at the intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive in an amount not to exceed \$49,300 in account 365-2800-532-6810, projects 101611 and 101612 as follows:

	North Kegley Road @ Airport Road 365-2800-532-6810 Project 101611	West Adams Avenue @ Greenview Drive 365-2800-532-6810 Project 101612	Total
Project Budget	\$ -	\$ -	\$ -
Budget Adjustment	24,650	24,650	49,300
Encumbered/Committed to Date	-	-	-
Kimley-Horn Agreement	(24,650)	(24,650)	(49,300)
Remaining Project Funds	\$ -	\$ -	\$ -

Funding for construction will be reallocated within current TCIP funding.

ATTACHMENTS:

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

SERVICES TO BE PROVIDED BY THE ENGINEER

City: **Temple, Texas**
Location(s): **Airport Road and N Kegley Road**
W Adams Ave. and Greenview Dr.

Project: **Airport Road and N Kegley Road & W Adams Ave. and Greenview Dr.**
Traffic Signal Design

SCOPE OF WORK

Kimley-Horn (the “Engineer”) will be responsible for the proper, accurate, and adequate design and preparation of plans, specifications, and estimate for the Project. The Project generally includes Plans, Specifications, and Estimate (PS&E) for new signal installations at:

- Airport Road at N Kegley Road
- W Adams Ave. at Greenview Dr.

The intersections of Airport Road at N Kegley Road and W Adams Ave. at Greenview Dr. are unsignalized three and four-legged intersections respectively. Both intersections operate under ‘Two-Way’ stop control. Airport Road is a five lane undivided arterial including a center two-way-left-turn lane. This is a State road with a designation of SH 36 and has a speed limit of 60 mph and. W Adams Ave. is also a five lane undivided arterial including a center two-way-left-turn lane. W Adams Ave. has a speed limit of 50 mph and is a State road with a designation of FM 2305. A new traffic signal will be designed for both the intersections.

Design services related to the design and plan production for this project will be performed in accordance with the current TxDOT Design and Construction Standards. Plans will be prepared on 11”x17” sheets per TxDOT criteria and 2014 TxDOT Specifications. .

This project will be developed utilizing Microstation V8i and Bentley Geopak V8i.

TASK OUTLINE

I. PROJECT MANAGEMENT

Project management spans the entire duration of the project and involves monitoring and coordination of services provided to the City of Temple (“the City”) to assure timely and efficient completion of the project. This task consists of project control and scheduling, documentation, reporting requirements, sub-consultant coordination, and quality control. The Engineer will conduct project review and project specific technical meetings under this subtask. The Engineer will attend one (1) kick-off meeting, one (1) 30% field review meeting, and one (1) 90% review meeting.

II. DATA COLLECTION AND SURVEY

The Engineer will conduct field reconnaissance to verify existing conditions at each of the above locations.

The Engineer will coordinate with a Sub-Consultant to obtain topographical and Level B sub-surface utility (SUE) survey to locate the approximate horizontal location of existing underground utilities at the above locations. The intersection survey limits will be within the right-of-way (ROW), extending approx. 150 feet down each leg from the center of the intersection.

The Engineer will coordinate with the City to mark field locates for their utilities, obtain copies of utility plans in the area, obtain copies of plans for any improvements constructed in the area, and meet with the surveyor in the field as required.

III. PLANS, SPECIFICATIONS & ESTIMATE

A. SIGNAL DESIGN PLANS

The Engineer will develop plans to install new traffic signals at the intersections of Airport Road at N Kegley Road and W Adams Ave. at Greenview Dr.

Airport at Kegley and Adams at Greenview Signal Designs
Temple, Texas

November 18, 2016

- (a) The signal plans will be prepared at a scale of 1"=40' and will include the following sheets.
 - (i) Existing Conditions sheet will show locations of existing traffic control devices, underground, and overhead utilities at each intersection.
 - (ii) Signal Layout sheet will show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, right of way, and proposed roadway improvements. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with the City before finalizing locations of signal poles, where applicable.
 - (iii) Signal Elevation sheet will show placement of signal heads on a mast-arm and vertical clearance required for the mast-arm.
 - (iv) Conduit Chart and Electrical Wiring sheet will show the type and number of electrical wires in each conduit run. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. The Engineer will conduct a field meeting with the City and local electric service provider to determine location of new electrical service.
 - (v) Phasing & Detection sheet will show the proposed phasing at each intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2014 Texas MUTCD. Video detection details for each movement will also be shown.
 - (vi) Quantities sheet will be provided for the intersection.
- (b) The Engineer will use latest general notes issued by the City/TxDOT and update appropriately as required for traffic signals.
- (c) There is no existing pedestrian sidewalks or ramps at either intersection. Locations of new pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements, where possible.
 - (i) Airport Ave. at N Kegley Road – There are existing drainage pipes on the south side of the intersection and grade differences at the intersection. The Engineer has assumed that no drainage or roadway improvements shall be needed to provide pedestrian crosswalk and ADA ramps, and other pedestrian equipment. The Engineer shall not develop any drainage or roadway improvement plans to provide pedestrian access as part of the scope of services for this project.
 - (ii) W Adams Ave. at Greenview Dr. – There is an existing drainage structure on the east side of the intersection that requires guardrails and causes steep grade difference on the northeast and southeast corners of the intersection. The Engineer shall not develop any drainage or roadway improvement plans to provide pedestrian access as part of the scope of services for this project.

B. STANDARDS, SPECIFICATIONS, AND ESTIMATE

- (a) The Engineer will download the appropriate City and TxDOT standards from the City or State web site, as appropriate. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) The Engineer will provide a list of applicable special specifications for traffic signals. If needed, the Engineer will develop or modify up to four (4) unique special specifications where an existing statewide specification is unavailable.
- (c) An opinion of probable construction cost will be prepared at the 90% and prior to final PS&E submittal, and supplied to the City in Microsoft Excel format.

IV. DELIVERABLES

- 1. 30% Plans Submittal
 - (a) Existing Conditions
 - (b) Proposed Signal Layout
 - (c) Signal Elevation

2. 90% Plans Submittal

- (a) Address any comments from City's 30% review
- (b) Title Sheet & Index
- (c) General Notes
- (d) Existing Conditions
- (e) Proposed Signal Layout
- (f) Signal Elevation
- (g) Electrical Wiring
- (h) Phasing and Detection
- (i) Signing and Markings
- (j) Estimated Quantities
- (k) City/TxDOT Standards
- (l) Preliminary Cost Estimate

3. 100% Plans Submittal

- (a) Address any review comments from the City and TxDOT to plan sheets from 90% submittal
- (b) Signed and sealed sheets (see above)
- (c) Final cost estimate

V. SCHEDULE

Task	Time	Week															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Kick-off Meeting	1 Day	◆															
Field Reconn and Survey	3 Wks	■	■	■													
30% Plans	3 Wks				■	■	■	■									
City Review - Field Meeting	2 Wks							■	■								
90% Plans	4 Wks									■	■	■	■				
City Review	2 Wks													■	■	■	
Final PS&E	1.5 Wks															■	◆

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Bidding phase services
- Construction phase services and record drawings.
- Traffic signal warrant study.
- Drainage design, intersection re-grading, and roadway design.
- Illumination design except intersection safety lighting mounted on top of signal poles.
- Traffic signal communication system and coordinated signal timing plans.
- Preparation of ROW easement exhibit outside of those prepared by the surveyor.
- Application and permitting fees.
- As-built surveys of constructed improvements.
- Attendance at public meetings or City Council, Planning & Zoning meetings.
- Any additional meetings not listed in the scope of services.

FEE SCHEDULE

Kimley-Horn will perform the services in Tasks I – III for the total lump sum labor fee as shown below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the City.

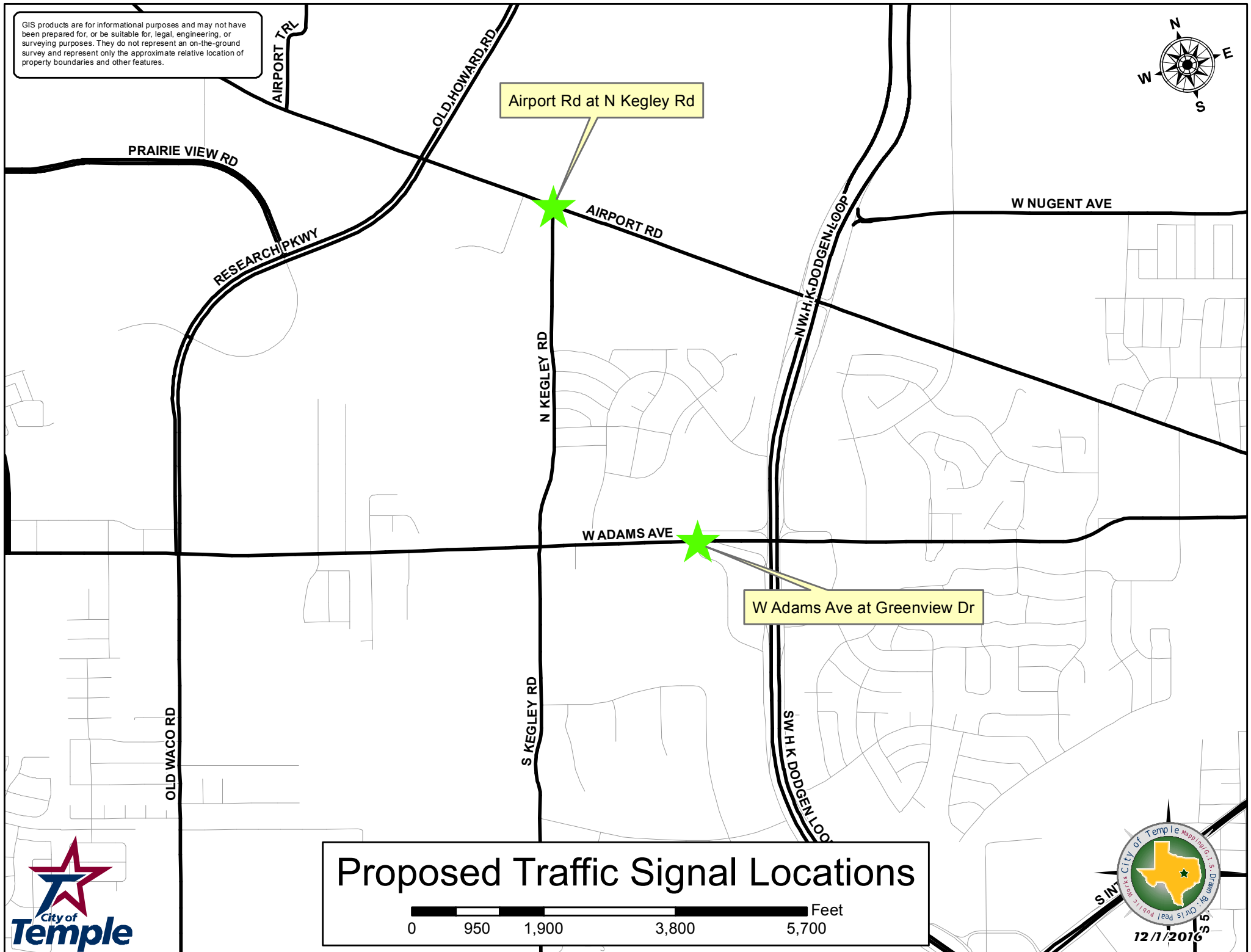
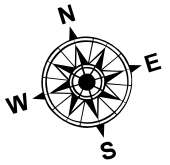
Lump Sum

Task I	Project Management	\$ 6,200
Task II	Data Collection	\$ 2,600
	<i>Survey Sub-Consultant</i>	\$ 9,500
Task III	Plans, Specifications, and Estimate	\$ 31,000

Total Lump Sum Fee	\$ 49,300
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

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.



Proposed Traffic Signal Locations

0

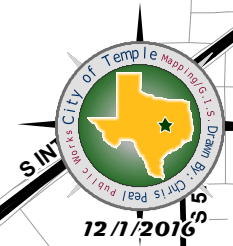
950

1,900

3,800

5,700

Feet



FY 2017

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
365-2800-532-68-10	101611	Capital-Bonds / Traffic Signals-North Kegley Road @ Airport Road	\$ 24,650	
365-2800-532-68-10	101612	Capital-Bonds / Traffic Signals-West Adams Avenue @ Greenview Drive	24,650	
365-3400-531-68-86	101215	Capital-Special Projects/Poison Oak Road Improvements		49,300
TOTAL.....			\$ 49,300	\$ 49,300

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

Reallocate funding for projects #101611 and #101612 in the amount of \$24,650 each totaling \$49,300 to cover the professional services agreement with Kimley-Horn for engineering services required for the traffic signal design at intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive.

DOES THIS REQUEST REQUIRE COUNCIL APPROVAL?

	X
--	---

Yes

☐ No

DATE OF COUNCIL MEETING

1/19/2017

WITH AGENDA ITEM?

X

☒ Yes☐ No

Department Head/Division Director

Date _____

Date _____

☒ Approved

	Disapproved
--	-------------

Finance

Date _____

Date _____

☐ Approved

	Disapproved
--	-------------

City Manager

Date _____

Date _____

☐ Approved

	Disapproved
--	-------------

RESOLUTION NO. 2017-8518-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN OF AUSTIN, TEXAS IN THE AMOUNT OF \$49,300, FOR ENGINEERING SERVICES REQUIRED FOR THE TRAFFIC SIGNAL DESIGN AT THE INTERSECTIONS OF NORTH KEGLEY ROAD AT AIRPORT ROAD AND WEST ADAMS AVENUE AT GREENVIEW DRIVE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on December 1, 2016, City Council received a briefing on the recommendation of adding two traffic signals to the City's Transportation Capital Improvement Program (TCIP) located at the intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive;

Whereas, the intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive have met warrants for the installation of traffic signals due to growth in the area;

Whereas, Staff recommends Council authorize a professional services agreement with Kimley-Horn in the amount of \$49,300 for engineering services required for the design at the above intersections;

Whereas, funding is appropriated for this agreement in an amount not to exceed \$49,300 in Account No. 365-2800-532-6810, Project No. 101611 and 101612; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute a professional services agreement with Kimley-Horn of Austin, Texas, in an amount not to exceed \$49,300 for engineering services required for the traffic signal design at the intersections of North Kegley Road at Airport Road and West Adams Avenue at Greenview Drive.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
Item #4(L)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing an agreement for Right of Way Procurement with the State of Texas for right of way necessary for improvements to FM 2483.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On June 16, 2016, Council approved a resolution authorizing the City Manager, or his designee, to execute an Advance Funding Agreement with the State of Texas (Texas Department of Transportation) to fund 40% of the construction costs for Prairie View Road Phase 2 from North Pea Ridge Road to FM 2483 and authorizing the City Manager to execute all necessary documents.

As part of the construction of Prairie View Road Phase 2, the State has deemed it necessary to make certain highway improvements on State Highway System Road FM 2483 from FM 2483 to State Highway 317. This section of improvements necessitates the acquisition of certain right of way and relocating and adjusting of utilities. Per the Advance Funding Agreement, the City is responsible for acquiring the needed right of way.

A local government's cost participation in right of way acquisition for improvements to a State Highway System road is set forth in 43 Texas Administrative Code § 15.55. In accordance with this statute, the City agrees to proceed with acquisition of right of way at 100% local participation.

FISCAL IMPACT: Funding for the right of way necessary for improvements to FM 2483 from FM 2483 to State Highway 317 as part of the construction of Prairie View Road Phase 2 is available in account 365-3400-531-6862, project #101257.

ATTACHMENTS:

[Agreement for Right of Way Procurement Resolution](#)

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Federal Project # _____
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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR RIGHT OF WAY PROCUREMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and The City of Temple, Texas, acting through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code § 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2483 from FM 2483 to FM 317, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, 43 Texas Administrative Code §15.55 defines the Local Government's cost participation in acquiring the right of way and relocating or adjusting eligible utilities for the proper improvement of the State Highway System; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated June 16, 2016, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. General

- A. The Local Government agrees to proceed with acquisition of right of way at the local government's sole cost and expense in accordance with the provisions set out in Attachment C. and the other provisions of this Agreement which are not in conflict with Attachment C.
- B. The State and the Local Government agree that acquisition of this right of way shall be in accordance with the *Texas Department of Transportation Right of Way Manual* and all applicable federal and state laws governing the acquisition of real property.
- C. It is understood that the terms of this agreement shall apply to new right of way, authorized and requested by the State, which is needed and not yet dedicated, in use, or previously acquired in the name of the State or Local Government for highway, street, or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.
- D. It is further understood that if unusual circumstances develop in the right of way acquisition and they are not clearly covered by the terms of this agreement, those unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government. * SEE ATTACHMENT C

4. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. If Federal funding is

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included, the State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate in Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property and (2) costs of utility work.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- G. If the Local government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

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- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

5. Location Surveys and Preparation of Right of Way Data

The Local Government has performed the necessary preliminary engineering and title investigation, and provided the survey data and instruments necessary to obtain acceptable title to the desired right of way.

6. Determination of Right of Way Values

The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State a tabulation of those values, signed by the appropriate Local Government representative. The tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. This work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values that are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation, including supplemental appraisal work by State employees or by employment of fee appraisers, deemed necessary for determination of values to constitute the basis for State reimbursement. The parties may waive the requirement that the Local Government submit to the State property value determinations for any part of the required right of way by a writing signed by both parties. In instances of a waiver, the State, in its discretion, will make a determination of values to constitute the basis for State reimbursement.

7. Negotiations

Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State. The Local Government will deliver properly executed instruments of conveyance that, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government

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will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate, and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance, closing services, and all costs of relocation assistance as authorized by applicable Federal and State laws will be the responsibility of the Local Government.

8. Administrative Settlements

After the offer has been delivered to the property owner, and prior to the Special Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government.

9. Condemnation

Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense. Except as set forth elsewhere in this agreement, the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth in Article 11 (Excess Takings) and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously provided by the Local Government when the Local Government conveys the property to the State.

10. Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense

Court costs and costs of Special Commissioners' Hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident to those hearings will be paid by the Local Government.

11. Excess Takings

In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When the property is acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that the approved value

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does not exceed the actual payment made by the Local Government. When the property is acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

12. Improvements

- A.** Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner's desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement that is to be moved by either the Local Government or the owner. If improvements are, in whole or part, a part of the right of way taking and are not retained by the owner, title is to be secured in the name of the State.
- B.** The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building, or similar structure that lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold will be credited to the cost of the right of way procured and shared with the Local Government.

13. Relocation of Utilities

The Local Government at its sole cost and expense shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The term "utility" under this agreement shall include publicly, privately, and cooperatively owned utilities.

The Local government must obtain advance approval from the State for any variance from established procedures. Before a construction project is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

14. Fencing Requirements

- A.** The Local Government may handle fencing through one of the following methods.

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1. The Local Government may pay the property owner for existing right of way fences based on the value those fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of those right of way fences and damages will be included in the recommended value and the approved value; or
2. The Local Government may perform the fencing on the property owner's remaining property.

15. Basis for Reimbursement Calculation

- A. The State will reimburse the Local Government for right of way acquired after the date of this agreement in an amount not to exceed ninety percent (90%), or the applicable EDC-adjusted percent, of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety percent (90%), or the applicable EDC-adjusted percent, of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the *Texas Department of Transportation Right of Way Manual*.
- B. If condemnation is necessary and title is taken under Article 9 (Condemnation), the participation by the State shall be based on the final judgment, conditioned on the State having been notified in writing prior to the filing of the suit and on prompt notice being given as to all action taken under the suit. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.
- C. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety percent (90%), or the applicable EDC-adjusted percent, of the predetermined lump sum cost of the right of way fencing or utility adjustment.
- D. If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of that fencing or those adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials, and equipment used.

16. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

17. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

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Local Government:	State:
_____ City of Temple, TX _____	Director of Right of Way Division
_____ 2 North Main Street, Suite 308	Texas Department of Transportation
Temple, TX 76501	125 E. 11 th Street
_____	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

18. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

19. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

20. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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22. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

23. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

24. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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27. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

28. Applicability of Federal Provisions

Articles 29 through 34 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

29. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

30. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

31. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

32. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

County # _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

33. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

34. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

County # _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

35. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

Date

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

RESOLUTION NO. 2016-8188-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS (TEXAS DEPARTMENT OF TRANSPORTATION) TO FUND 40% OF THE CONSTRUCTION COSTS FOR PRAIRIE VIEW ROAD, PHASE 2 FROM NORTH PEA RIDGE ROAD TO FM 2483 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on December 4, 2014, Council authorized a contract amendment to a professional services agreement with Kasberg, Patrick & Associates, LP, for professional services required to provide design plans, exhibits, estimates, metes & bounds descriptions, and bidding services for proposed improvements to Prairie View Road from North Pea Ridge Road to FM 2483;

Whereas, on November 11, 2015, Council authorized the submission of an application for federal funding through the Killeen Temple Metropolitan Planning Organization Category 7 program, and authorized acceptance of federal funds in the amount of \$3,888,000 (based on a project construction cost of \$6,480,000 and to be reimbursed through the grant program) - the City's estimated construction cost match is \$2,592,000 (40%);

Whereas, additional costs have been identified in relation to TxDOT administration/direct state expenses in the amount of \$96,960 - the City will be responsible for engineering and environmental consulting and the State will be responsible for Indirect State Costs of \$125,000;

Whereas, an Advanced Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation, in which the City commits to funding 40% of the costs for the roadway improvements on Prairie View Road Phase 2 and authorizing the City Manager to execute all documents necessary to complete the transaction with TxDOT. The City is to construct improvements which will require an estimated amount of \$7,366,960 for engineering, construction and inspection of the roadway improvements from N. Pea Ridge Road to FM 2483;

Whereas, the design, environmental costs, and cash match for construction were funded from the City's TCIP program - the additional funding needed for TxDOT administration/direct state expenses that have been identified is available from the City's TCIP program in Account No. 365-3400-531-6862, Project No. 101257 and

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

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


Part 1: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute an Advanced Funding Agreement with the State of Texas (Texas Department of Transportation) to fund 40% of the construction costs for Prairie View Road Phase 2 from N. Pea Ridge Road to FM 2483 and authorizing the City Manager to execute all necessary documents.

CSJ # 0909-3 , 2137-02-007
District # Waco (09)
Code Chart 64 # 42050
Project: Prairie View Road Enhancements
Federal Highway Administration
CFDA Title: Highway and Planning Construction
CFDA No.: 20.205
Not Research and Development

Part 2: It is hereby officially found and determined that the meeting at which this Resolution was 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.

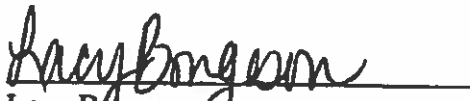
PASSED AND APPROVED this the 16th day of June, 2016.

THE CITY OF TEMPLE, TEXAS



DANIEL A. DUNN, Mayor

ATTEST:


Lacy Bergeson
City Secretary

APPROVED AS TO FORM:


Kayla Landeros
City Attorney

Not Research and Development

LOCATION MAP SHOWING PROJECT



Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,970,000.00	0%	\$0	100%	\$1,970,000.00
Reimbursable Utility Adjustments	\$1,000,000	0%	\$0	100%	\$1,000,000.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$2,970,000.00	0%	\$0	100%	\$2,970,000.00***

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

This is new location of a FM road which is 100% Local participation – the City of Temple is acquiring the right of way for this project

RESOLUTION NO. 2017-8519-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AGREEMENT FOR RIGHT OF WAY PROCUREMENT WITH THE STATE OF TEXAS (TEXAS DEPARTMENT OF TRANSPORTATION) FOR RIGHT OF WAY NECESSARY FOR IMPROVEMENTS TO FM 2483; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, On June 16, 2016, Council approved a resolution authorizing the City Manager, or his designee, to execute an Advance Funding Agreement (AFA) with the State of Texas (Texas Department of Transportation) to fund 40% of the construction costs for Prairie View Road Phase 2 from N. Pea Ridge Road to FM 2483 and authorizing the City Manager to execute all necessary documents;

Whereas, as part of the construction of Prairie View Road Phase 2, the State has deemed it necessary to make certain highway improvements on State Highway System Road FM 2483 from FM 2483 to State Highway 317 - this section of improvements necessitates the acquisition of certain right of way and relocating and adjusting of utilities and per the AFA, the City is responsible for acquiring the needed right of way;

Whereas, a local government's cost participation in right of way acquisition for improvements to a State Highway System road is set forth in 43 Texas Administrative Code § 15.55 – and in accordance with this statute, the City agrees to proceed with acquisition of right of way at 100% local participation;

Whereas, the right of way necessary for improvements to FM 2483 from FM 2483 to State Highway 317, as part of the construction of Prairie View Road Phase 2, is available in account 365-3400-531-6862, project # 101257; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute an Agreement for Right of Way Procurement with the State of Texas (Texas Department of Transportation) for right of way necessary for improvements to FM 2483.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
Item #4(M)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Mitch Randles, Fire Chief
Ashley Williams, General Services Manager

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through the Texas A&M Forest Services TIFMAS Grant Assistance Program, in the amount of \$2,250 for training tuition.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Texas A&M Forest Services provides financial assistance to departments across the state, assisting in tuition for firefighters to attend initial and recurrent training. Eligible applicants include career fire departments that have no volunteer members and that are staffed with paid employees only. The reimbursement rate is 100% of the actual cost of tuition, not to exceed \$122 per day up to a maximum of \$610 per trainee. The maximum grant assistance per school per department is \$6,100. The annual maximum for all training tuition assistance per department is \$12,000.

The application is on a first-come, first-served basis. The grant solicitation is open since Sept 1, 2016. The total amount of funds available is \$800,000.

Temple Fire & Rescue is requesting funding for two training courses, for 2 trainees. The total costs for all courses is \$2,400.

Staff also asks that Council authorize the City Manager to execute necessary documents associated with the TIFMAS grant program, upon receiving a grant award.

FISCAL IMPACT: If awarded the grant, the City would receive \$2,250 to pay for a portion of the \$2,400 for Fire Officer training. The remaining amount needed for the training courses of \$150 is available in account 110-2223-522-25-14.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8520-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE TEXAS A&M FOREST SERVICES TIFMAS GRANT ASSISTANCE PROGRAM, IN THE AMOUNT OF \$2,250 FOR TRAINING TUITION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Texas A&M Forest Services provides financial assistance to departments across the state, assisting in tuition for firefighters to attend initial and recurrent training - eligible applicants include career fire departments that have no volunteer members and that are staffed with paid employees only;

Whereas, the reimbursement rate is 100% of the actual cost of tuition, not to exceed \$122 per day up to a maximum of \$610 per trainee - the maximum grant assistance per school per department is \$6,100 and the annual maximum for all training tuition assistance per department is \$12,000;

Whereas, the application is on a first-come, first-served basis and the grant solicitation has been open since Sept 1, 2016 - Temple Fire & Rescue is requesting funding for two training courses, for 2 trainees and the total costs for all courses is \$2,400;

Whereas, Staff recommends Council authorize the submission of a grant application for the Texas A&M Forest Services TIFMAS Grant Assistance Program, in the amount of \$2,250 for training tuition – Staff also asks that Council authorize the City Manager to execute necessary documents associated with the TIFMAS grant program, upon receiving a grant award;

Whereas, if awarded the grant, the City would receive \$2,250 to pay for a portion of the \$2,400 for Fire Officer training while the remaining amount needed for the training courses of \$150 is available in account 110-2223-522-25-14; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 3: The City Council authorizes the City Manager to submit a grant application for the Texas A&M Forest Services TIFMAS Grant Assistance Program, for funding in the amount of \$2,250 for training tuition.

Part 3: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute any documents which may be necessary to apply for this

grant, and accept any funds that may be received from this grant.

Part 4: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
Item #4(N)
Consent Agenda
Page 1 of 2

DEPT. /DIVISION SUBMISSION & REVIEW:

Kevin Beavers, Parks and Recreation Director

ITEM DESCRIPTION: SECOND READING - Consider an ordinance adopting the Temple Parks and Recreation Youth Standards of Care.

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

ITEM SUMMARY: On August 19, 2004, City Council adopted the Standards of Care for youth programs sponsored by the Parks and Recreation Department. The standards were developed after the department was contacted by the Texas Department of Protective and Regulatory Services (TDPRS). One of the requirements of the TDPRS is for cities that conduct youth programs to adopt a Standards of Care policy. The purpose of the policy is to assure the community that when they place their child/children in one of our programs our facilities are safe, a background check has been conducted on our staff and that they are properly trained for the program they will be conducting.

Some of the key elements of the City or Temple standards include:

- Defining a participant as a youth, ages 5-13, whose parent(s) have completed all required registration procedures and is determined to be eligible for a Temple Youth Program
- Ensuring that criminal background checks will be conducted on prospective youth program employees
- Stating that as soon as possible after employment all appropriate staff will complete a course in first aid and Cardiopulmonary Resuscitation (CPR).
- Stating that the Parks and Leisure Services Department will provide training and orientation to program employees and that staff will be provided with a program manual specific to each Youth Program.
- Indicating that in a Temple youth recreation program, the number of participants may not exceed leaders by a minimum ratio of one leader per 20 participants for children five years to 13 years of age.

- Assuring parents that they will be notified immediately if a:
 - (1) participant is injured
 - (2) participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, illness)
 - (3) if there is an outbreak of any communicable disease that is reportable to the State Department of Health.
- Confirming that all program sites will have an annual fire inspection by the City Fire Marshall prior to September 1 of each year.
- Requiring the Parks and Recreation Director to provide an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

In 2016, average daily enrolled attendance at the afterschool sites increased from 300 children to 313. The summer camp average enrolled attendance increased from 257 to 265. All training and inspection requirements were met.

Each year the Parks and Recreation Department is required to review the previous year's afterschool and camp programs and develop an annual report, including making any recommendations believed to be necessary to change the Child Care Ordinance. City Council is then asked to conduct a public hearing, approve the report and adopt the Standards of Care.

We are not recommending any changes to the current (and proposed) Child Care Ordinance.

FISCAL IMPACT: None

ATTACHMENTS:

[2016 Child Care Standards Report](#)
[2017 Child Care Standards Ordinance](#)

Parks and Recreation Services Department
Child Care Standards Annual Report
2016

Throughout the 2016 school year, the City of Temple Parks and Recreation Services Department provided after-school programs for boys and girls ages 5-13 at four Temple I.S.D campuses, four Belton I.S.D campuses and St. Mary's Catholic School. The department also organized two summer camps, a spring break camp (Camp Adventure), and a holiday camp (Camp Holiday) for children ranging from 5 to 13 at the Wilson Recreation Center.

After School Programs

The after-school programs run concurrent with each of the schools including holidays and teacher workdays. Children attended the programs from 3:00 p.m. to 6:00 p.m. Monday through Friday. On teacher workdays and school holidays, the program is offered from 7am – 6pm at Wilson Park Recreation Center.

The children are provided with a quality recreation program that includes activities such as tutoring and dedicated homework/educational sessions, arts and crafts, athletics, gym games, etc. The children are also provided a healthy snack. The after school programs are staffed with part-time employees but supervised by a full time Program Coordinator and Recreation Specialist.

<u>Location</u>	<u>Attendance (daily average)</u>	
	2015	2016
Thornton Elementary	31	26
Western Hills	14	16
Kennedy Powell	43	40
Cater	20	22
Lakewood	45	48
Pirtle	44	51
Tarver	43	44
St. Mary's	17	20
High Point	43	46

Camps

Summer camps included Camp Heatwave, which took place at the Wilson Park Recreation Center and Camp Horizon which was held at Tarver Elementary School. Camp Heatwave and Horizon were 11 week programs. Both camps were staffed with part-time recreation leaders and supervised by a full-time Recreation Specialist and a Recreation Coordinator. Because of numerous waitlisted children seeking participation in our camps the Department is looking into a third site for camp at Kennedy-Powell Elementary School. The same staffing format also occurred at Camp Holiday and Camp Adventure

The summer camp schedule was 7:00 a.m. to 6:00 p.m. Monday through Friday. The children participated in a variety of activities including arts and crafts, athletics, swimming, field trips, hiking, disc golf, archery, outdoor adventure programs, etc. The children at Camp Heatwave were provided a lunch and an afternoon snack from the Temple I.S.D. summer lunch program.

Each participant submitted a signed waiver, registration form and emergency contact information.

Camp Name**Attendance (daily average)**

	<u>2015</u>	<u>2016</u>
Camp Holidaze (Christmas Break)	60	54
Camp Adventure (Spring Break)	91	59
Camp Heatwave (Summer Camp)	165	123
Camp Horizon (Summer Camp)	92	69
Camp Harmony		73

Scholarships

Parents who are in need of financial support are provided the opportunity to apply for assistance. Based upon the guidelines adopted by The Parks and Recreation Services Advisory Board, 31 participants received aid in the form of reduced fees.

After School Program

- 1 – 75% reduced (Parents paid \$10 per child, weekly)
- 1 – 50% reduced (Parents paid \$20 per child, weekly)
- 3 – 20% reduced (Parents paid \$32 per child, weekly)

Camp Heatwave, Quest, Horizon

- 1 – 95% reduced (Parents paid \$3.5 per child, weekly)
- 2 – 90% reduced (Parents paid \$7 per child, weekly)
- 1 – 80% reduced (Parents paid \$14 per child, weekly)
- 8 – 75% reduced (Parents paid \$17.50 per child, weekly)
- 4 – 60% reduced (Parents paid \$28 per child, weekly)
- 6 – 50% reduced (Parents paid \$35 per child, weekly)
- 2 – 30% reduced (Parents paid \$49 per child, weekly)
- 2 – 25% reduced (Parents paid \$52.50 per child, weekly)

At the beginning of the 2012-2013 school year, the Parks and Recreation Advisory Board adopted new guidelines for scholarships.

Inspection Schedule

The Wilson Recreation Center and all after school sites were inspected in April, May and December 2016 for any hazards or potential problems by the Recreation Superintendent. None were noted.

The Wilson Recreation Center passed the annual fire inspection in October, 2016.

All school sites were inspected by the Fire Marshall.

Training

Per the adopted Childcare Standards, all staff are CPR/First Aid trained within one year of their hire date. Training occurs twice each year.

All staff who worked with children attended a minimum of 12 hours of training pertinent to their programming responsibilities.

All staff were given quarterly safety training.

All training requirements were met.

Recommendations

No recommendations at this time.

TEMPLE YOUTH PROGRAMS' STANDARDS OF CARE

The following Standards of Care have been adopted by the City Council of the City of Temple, Texas to pursuant to with Texas Human Resources Code Section 42.041(14). The Standards of Care are the minimum standards by which the City of Temple Parks and Recreation Department will operate the City's Youth Programs.

General Administration

1. Organization

- A. The governing body of the City of Temple youth programs is the Temple City Council.
- B. Implementation of the Youth Program Standards of Care is the responsibility of the Superintendent of Recreation.
- C. Youth Programs ("Program") to which these Standards will apply are the programs held at the Wilson Recreation Center and other "Outreach" programs currently operated by the City of Temple. Other programs may be subsequently designated by the City of Temple.
- D. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.
- E. Standards of Care will be made available on the Parks and Recreation Website www.templeparks.com.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) felony or a misdemeanor classified as an offense against a person or family;
 - (2) felony or misdemeanor classified as public indecency;
 - (3) felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (4) offense involving moral turpitude;
 - (5) offense that would potentially put the City of Temple at risk.

2. Definitions

- A. City: City of Temple
- B. City Council: City Council of the City of Temple
- C. Department: Recreation Division of the Parks and Recreation Department of the City of Temple
- D. Youth Programs or Program: City of Temple youth programs held at the Wilson Recreation Center, and “Outreach” programs currently operated by the City of Temple. Other programs may be subsequently designated by the City of Temple.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Temple Youth Programs
- F. Director: City of Temple Director of Parks and Recreation or his or her designee
- G. Recreation Superintendent: person responsible for the overall oversight of the Parks and Recreation
- H. Program Coordinator or Coordinator: City of Temple, Parks and Recreation Department full-time recreation staff person who has been assigned administrative responsibility for a Temple Youth Program
- I. Recreation Specialist: City of Temple, Parks and Recreation Department full-time recreation staff person who has been assigned day to day responsibilities to implement the City’s Youth Program.
- J. Recreation Leader or Leaders: City of Temple, Parks and Recreation Department part-time employee who has been assigned responsibility to conduct the City’s Youth Programs
- K. Program Site: Any area or facility where Temple Youth Programs are held
- L. Participant: A youth, ages 5-13, whose parent(s) have completed all required registration procedures and determined to be eligible for a Temple Youth Program
- M. Parent(s): This term will be used to represent one or both parent(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in Temple Youth Programs
- N. Employee(s): Term used to describe people who have been hired to work for the City of Temple, Parks and Recreation Department and have been assigned responsibility for managing, administering, implementing or conducting some portions of the Temple Youth Programs.

3. Inspections/Monitoring/Enforcement

- A. A bi-annual inspection report will be initiated by the Recreation Superintendent to confirm the Standards of Care are being adhered to.
 - (1) Inspection reports will be sent to the Director for review and kept on record for at least two years.
 - (2) The Director will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Recreation Superintendent will make visual inspections of the facilities based on the following schedule:
 - (1) pre-summer check in May of each year
 - (2) winter check in January
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to resolve the problems. All complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Coordinator. Unresolved complaints regarding enforcement of the Standards of Care will be addressed by the Recreation Superintendent, and should they still not be resolved, by the Director. The complaint and the resolution will be documented.
- D. The Director will provide an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

4. Enrollment

- A. All children participating in the program must be 5 years of age. Before a child can be enrolled, the parents must sign registration forms that contain the child's:
 - (1) name, address, home telephone number;
 - (2) name and address of parents and telephone during program hours;
 - (3) names and telephone numbers of people to whom the child can be released;
 - (4) statement of the child's special problems or needs;
 - (5) proof of residency when appropriate;

- (6) liability waiver which also includes permission for field trips and emergency medical authorization.
- (7) any medicines the child may be taking

5. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas Family Code.

Staffing-Responsibilities and Training

6. Youth Program Coordinator Qualifications

- A. Coordinators will be full-time, employees of the Temple Parks and Recreation Department and will be required to have all Program Leader qualifications as outlined in Section 8 of this document.
- B. Coordinators must be at least 21 years old.
- C. Coordinators must have two years' experience planning and implementing recreation activities.
- D. Coordinators must be able to pass a background investigation including testing for illegal substances.
- E. As soon as possible after employment with the City of Temple, but within one year, Coordinators must successfully complete a course in first aid and Cardiopulmonary Resuscitation (CPR) offered by either: the City of Temple, American Red Cross, American Heart Association, Medic First-Aid Training Program of America, National Safety Council, any agency of the State of Texas authorized to provide Emergency Medical Technician or Emergency Care Attendant certification, or any other agency recognized by any agency of the U.S. Department of Labor to provide certification.
- F. Coordinators must be able to furnish proof of a clear tuberculosis test within 12 months prior to their employment date.

7. Coordinator's Responsibilities

- A. Coordinators are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Coordinators are responsible to recommend for hire, supervise, and evaluate Leaders.

- C. Coordinators are responsible to plan, implement, and evaluate programs.

8. Recreation Leader (“Leader”) Qualifications

- A. Leaders will be full-time, part-time or temporary employees of the Parks and Recreation Department.
- B. Leaders working with children must be age sixteen (16) or older.
- C. Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Leaders must relate to children with courtesy, respect, tolerance, and patience.
- E. As soon as possible, but within one year of hiring, all of the Leaders at each site must have successfully completed a course in first aid and Cardiopulmonary Resuscitation (CPR) offered by either: the City of Temple, American Red Cross, American Heart Association, Medic First-Aid Training Program of America, National Safety Council, any agency of the State of Texas authorized to provide Emergency Medical Technician or Emergency Care Attendant certification, or any other agency recognized by any agency of the U.S. Department of Labor to provide certification.
- F. Each Leader applicant must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.
- G. Leader must pass a background investigation including testing for illegal substances.

9. Leader Responsibilities

- A. Leaders will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
- B. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to Temple Youth Programs.
- C. Leaders will ensure that participants are released only to a parent or an adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Leader.
- D. A leader must be with participants at all times or aware of the participants location.

10. Training/Orientation

- A. The Department is responsible to provide training and orientation to Program employees in working with children and for specific job responsibilities. Coordinators will provide each Leader with a Program manual specific to each Youth Program.
- B. Leaders must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- F. All program employees will receive 10 hours of training annually.
- G. Program employees will be required to sign an acknowledgment that they received the required training.

Operations

11. Staff-Participant Ratio

- A. In a Temple Youth Program, the number of participants may not exceed leaders by a minimum ratio of 1 Leader per 20 participants for children 5 years to 14 years of age.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

12. Notification

- A. Parents must be notified immediately if:
 - (1) Participant is injured; or
 - (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, illness).
- B. All parents must be notified if there is an outbreak of any communicable disease that is reportable to the State Department of Health.

13. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended from the Program.
- F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.

14. Programming

- A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also will be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods to include:
 - (1) alternating active and passive activities,
 - (2) opportunity for individual and group activities, and
 - (3) outdoor time each day weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - (2) Program employees must have a written list of the participants in the group and must check the roll frequently.

- (3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.
- (4) Notice of any field trips will be displayed at a prominent place at each site.

15. Communication

- A. Each Program site will have access to a telephone for use in contacting the Recreation Center or making emergency calls.
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - (1) Temple ambulance or emergency medical services.
 - (2) Temple Police Department.
 - (3) Temple Fire Department.
 - (4) Poison Control.
 - (5) The telephone number for the site itself.
 - (6) Numbers at which parents may be reached.

16. Transportation

- A. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and which must be accessible to the adult occupants.
- C. A notebook containing the names and telephone numbers of Parents and Physicians shall be available in all Program vehicles that transport Participants.

Facility Standards

17. Safety

- A. Program employees will inspect Youth Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection report will be completed by the Program staff and kept on file by the Program Coordinator.

- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participant's use.
- D. Program employees must have first aid supplies available at each site, during transportation, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.
- F. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- G. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program employees must have first aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to first aid and emergency care.
- H. The list of Program sites will be provided to the Bell County Health District- Environmental Health Division so that the Health Division can conduct health inspection(s).

18. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program site(s) will have an annual fire inspection by the City Fire Marshall prior to September 1 of each year, and the resulting report will detail any safety concerns observed, the report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the Council.
- C. Each Program site must have at least one fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Coordinator's supervisor who will keep the report on file for a minimum of two years. All Youth Program staff members will be trained in the proper use of fire extinguishers.

19. Health

- A. Illness or Injury

- (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Program employees will administer medication only if:

- (1) Parent(s) or guardian(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a hold harmless clause to protect the City.
- (2) Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program staff members will administer the medication only as stated on the label. Program staff will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.
- (5) Program employees must ensure medications are inaccessible to participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children

can use them independently and program staff can supervise as needed.

- (2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees must see that garbage is removed from sites daily.

- E. The City will contact the Health Department and request an annual health inspection by the Health Department prior to September 1 of each year, and the resulting report will detail any safety concerns observed, the report will be forwarded to the Director who will review and establish deadlines and criteria for compliance

ORDINANCE NO. 2016-4817

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ADOPTING THE TEMPLE YOUTHS' PROGRAM STANDARDS OF CARE POLICY FROM THE PARKS AND RECREATION DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on August 19, 2004, City Council first adopted the Standards of Care for youth programs sponsored by the Parks and Recreation Department which were developed after the department was contacted by the Texas Department of Protective and Regulatory Services (TDPRS);

Whereas, one of the requirements of the TDPRS is for cities that conduct youth programs to adopt a Standards of Care policy annually – the purpose is to assure the community that when they place their child/children in one of the City of Temple's programs, the facilities are safe, a background check has been conducted on the Staff, and they are properly trained for any program they conduct;

Whereas, in 2016, the average daily attendance at the afterschool sites increased from a daily average of 300 children to 313 with the summer camp average rising from 257 to 265 in 2016;

Whereas, the Temple Youths' Program Standards of Care policy, attached hereto as Exhibit 'A,' outlines several key elements including the average daily attendance at all afterschool sites;

Whereas, each year the Parks and Recreation Department is required to review the previous year's afterschool and camp programs and develop an annual report, including making any recommendations Staff believes is necessary to change the Child Care Ordinance – Staff is not recommending any changes to the current (and proposed) Child Care Ordinance at this time; 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 adopts the Temple Youths' Program Standards of Care Policy from the Temple Parks and Recreation Department, which is required by the Texas Department of Protective and Regulatory Services and which assures the community that the City of Temple's facilities are safe, a background check has been conducted on the Staff and they are properly trained for any program they conduct, as outlined in Exhibit 'A' attached hereto and incorporated herein for all purposes.

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

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

Part 5: It is hereby officially found and determined that the meeting at which this ordinance was 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 **5th** day of **January, 2017**.

PASSED AND APPROVED on Second Reading on the **19th** day of **January, 2017**.

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

01/19/17
Item #4(O)
Consent Agenda
Page 1 of 2

DEPARTMENT/DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: SECOND READING – TMED-FY-17-01 – Consider adopting an ordinance amending Ordinance No. 2016-4749, for a TMED Planned Development District site plan on .85 +/- acres, Lot 11, Block 1, Highline Addition, to allow for a drive-through restaurant located at 2110 South 31st Street, as well as to amend the overall development/site plan to consider allowing a public sidewalk in lieu of a private trail.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their December 6, 2016 meeting, P&Z voted unanimously to recommend approval per staff recommendation.

STAFF RECOMMENDATION: Staff recommends approval of the site plan amendments as proposed with the following conditions:

- That the sidewalk is 6 feet wide for consistency with:
 1. The other Scott Boulevard sidewalk required by the developer; and
 2. The Trails Master Plan minimum width
- That the length of the sidewalk extends to either:
 1. The drainage channel per the Proposed Sidewalk Exhibit; or
 2. As far west as the sidewalk can be extended with the estimated \$100,000 budget
 - The cost of replacing the two driveways at 1850 and 2002 Scott Boulevard could change based on ADA sloping requirements

ITEM SUMMARY: The horizontal mixed use project called “The District” was approved by City Council on February 4, 2016 through a Planned Development District rezoning (apartments zoned PD-T5-e and retail PD-T5-c). The overall project consists of 40.389 acres of apartments to the west and retail to the east.

POTBELLY SANDWICH SHOP (LOT 11)

Drive-through restaurant windows are prohibited in the TMED (Temple Medical Education District) T5-c zoning district. The original PD zoning ordinance and accompanying site plan included an exception to the drive-through prohibition to allow them on three other restaurant lots; however, no drive-through was approved for Lot 11 (shown on 3b of the site plan) and, therefore, the addition of a 4th drive-through within the development constitutes as a substantive site plan change requiring City Council approval. The proposed Potbelly restaurant will comply with the following condition specified by the PD Ordinance:

- Each restaurant with a drive-through must provide at least 150 square feet of outdoor dining space (1500 sf is proposed on Lot 11)

SIDEWALK IN LIEU OF TRAIL

The Council-approved trail along the drainage connecting the apartments currently under construction to S. 37th Street was interpreted to meet the Trails Master Plan implementation requirement for new TMED development at that location. Ultimately, that originally-proposed trail would provide additional pedestrian connectivity to Jaycee Park that is also along Scott Boulevard to the west of the development and has been slated for \$1.1 million worth of park bond-funded improvements this winter. While the developer of The District has indicated that they could still build the trail, they have proposed and discussed a sidewalk alternative that staff believes would provide a greater public benefit than the private trail would. The following is a summary of the trail proposal:

- Build a sidewalk in front of the Candlewood Suites Hotel (1850 Scott Boulevard) and the office building lot immediately to the west (2002 Scott Boulevard) per attached Proposed Sidewalk Exhibit
- By City Code, a 4-foot sidewalk would be required since Scott Boulevard is considered a Collector
 1. However, staff is recommending a 6-foot sidewalk to match width on developer's property to the east and to comply with Trails Master Plan minimum width
 2. An estimated 880 linear feet of sidewalk
 3. Estimated cost of \$100,000, which would include the reconstruction of the driveways for both 1850 and 2002 Scott Boulevard.
 4. Estimated trails cost is \$80,000

In order to ultimately provide a pedestrian connection to Jaycee Park, the following sidewalk connections would have to be constructed by others:

1. In front of the creek/drainage channel
 2. In front of lot at 2102 Scott Blvd. (owner would be responsible for adding a sidewalk when that property is developed in the future)
 3. A crosswalk and/or other pedestrian facilities to allow for safe crossing of Scott to Jaycee Park
- Staff is working with Finance to try to finding funding sources for the other phases of the sidewalk.

Development Review Committee: The Design Review Committee (DRC) reviewed the proposed Development Plan at their November 21, 2016 meeting. All questions by DRC members were adequately addressed by the applicant.

PUBLIC NOTICE: Seven notices for the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property (Six went to the developer, who still owns the other retail lots and one went to Baylor Scott & White Hospital). As of Friday December 2, 2016 zero responses had been returned.

ATTACHMENTS:

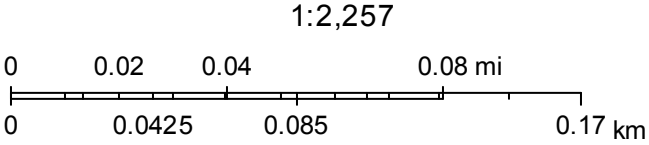
[Location Map](#)
[Revised Overall Retail Site Plan \(Including Potbelly on "Lot 3b"\)](#)
[Conceptual Potbelly Site Plan](#)
[Proposed Sidewalk Exhibit](#)
[Notification Map](#)
[P&Z Excerpt \(December 6, 2016\)](#)
[Ordinance No. 2016-4749 \(The District PD Ordinance and Site Plan\)](#)
[Ordinance](#)

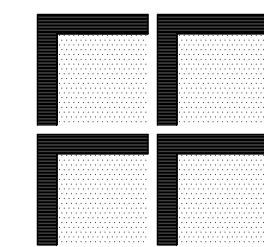
Potbelly Sandwich Shop Location Map



December 12, 2016

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| Streets | | | |
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GARY SHAW
ARCHITECTS

design
+
planning

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As only a part of the
design process, this
document is
incomplete and may
not be used for
regulatory approval,
permit or
construction.

PRELIMINARY
4-28-2016

TEMPLE RETAIL

TEMPLE, TEXAS

project no.
258.1601

date
XXXX

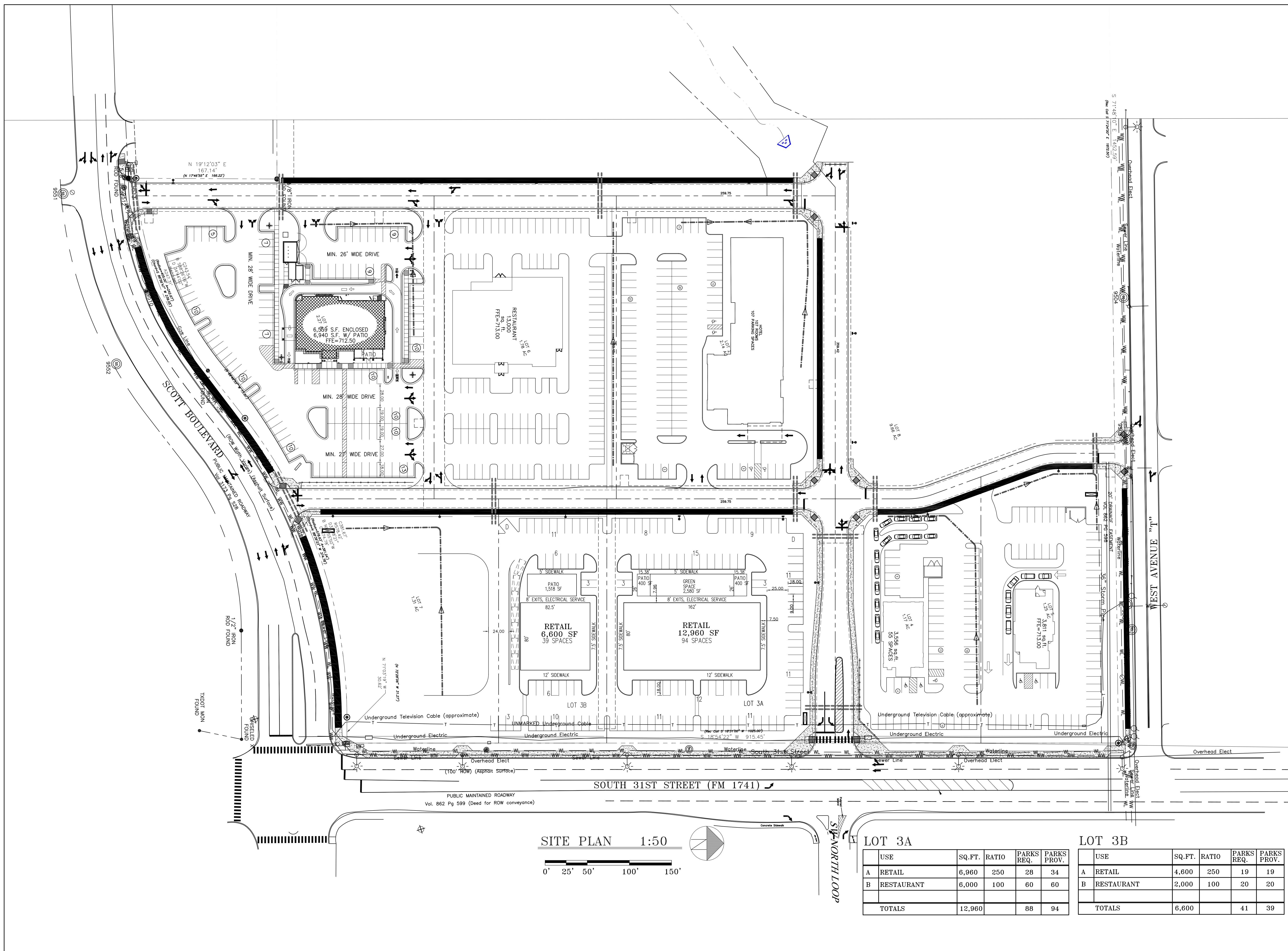
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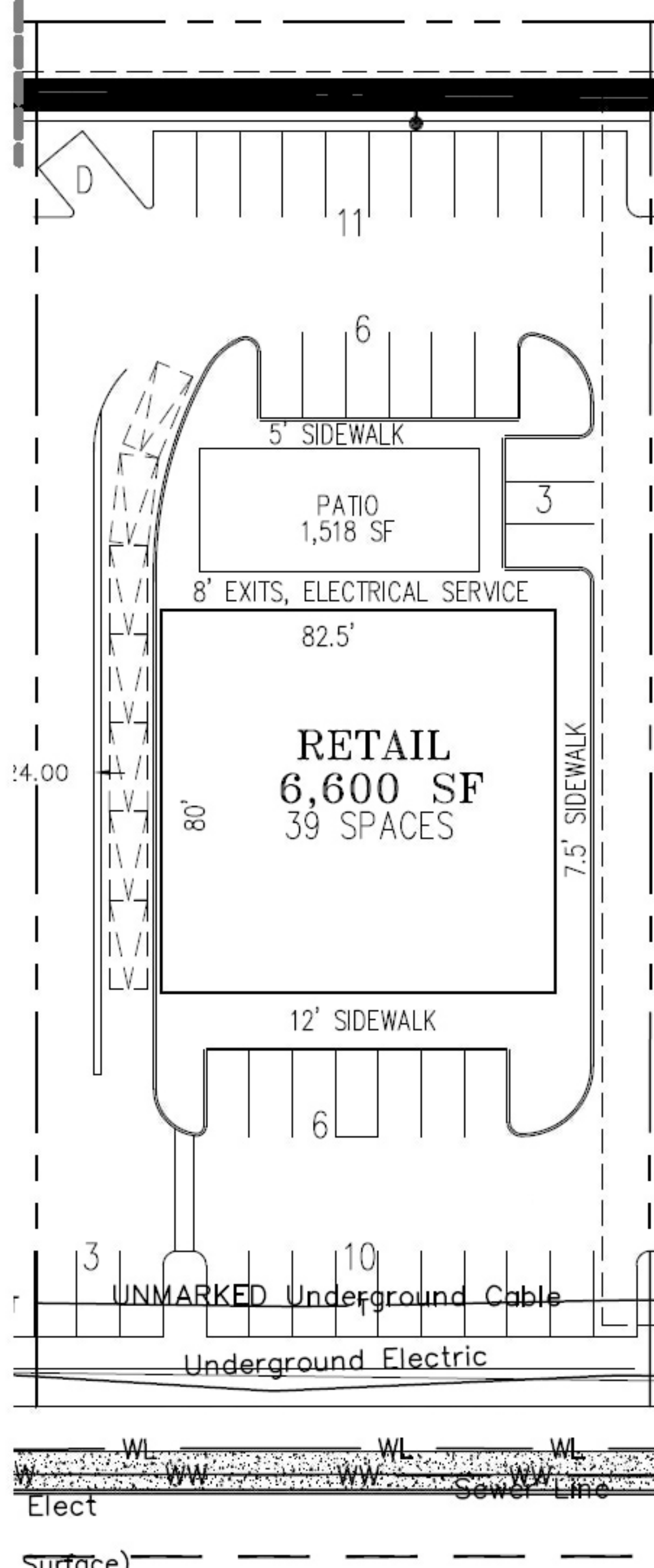
revisions

SITE PLAN

sheet no.

SP-4

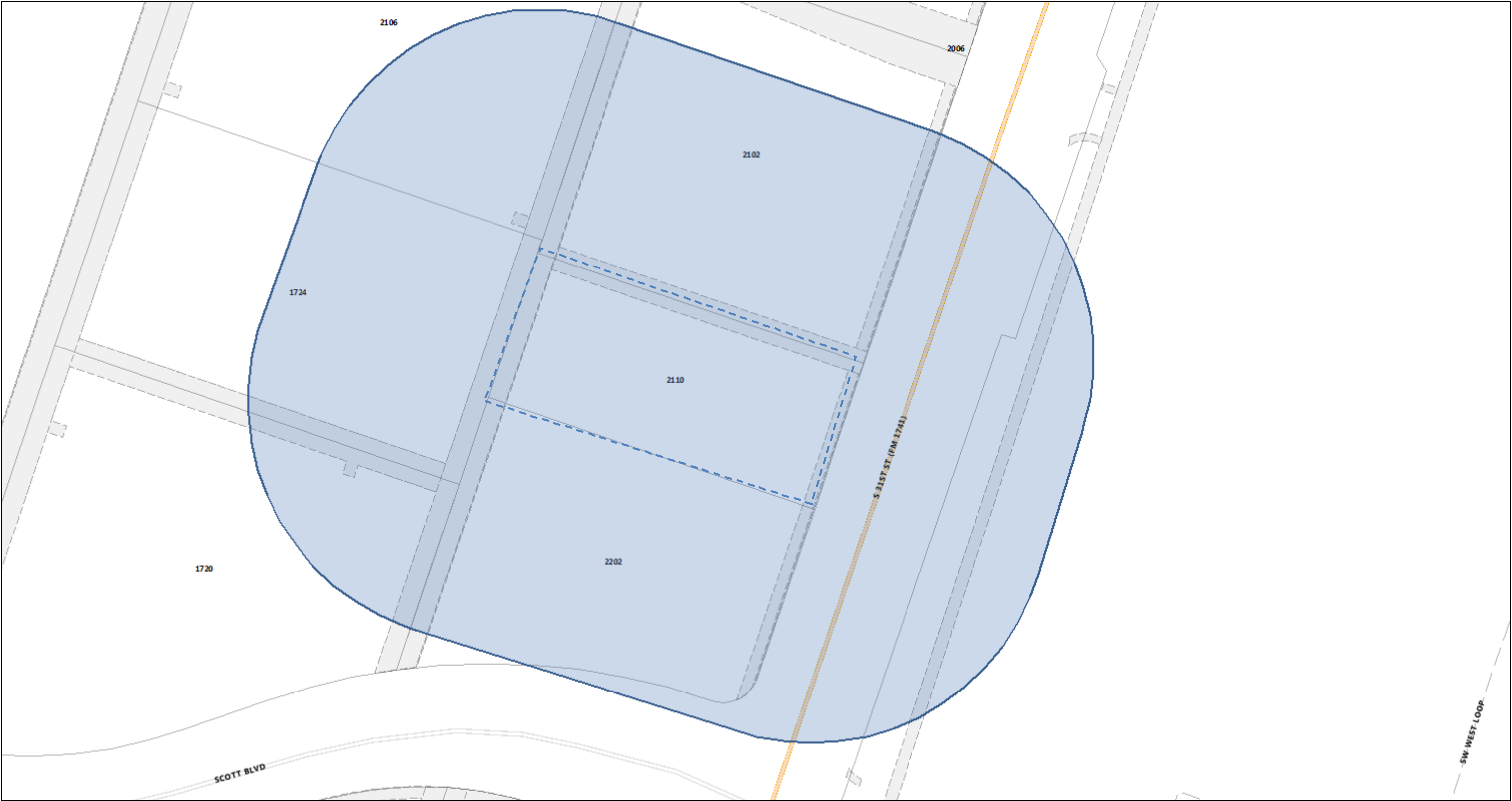




-  - PD Approved Trail
-  - Sidewalk by Highline Temple 39, Ltd.
-  - Sidewalk by City of Temple
-  - Sidewalk by future developer of tract
-  - Crosswalk by City of Temple

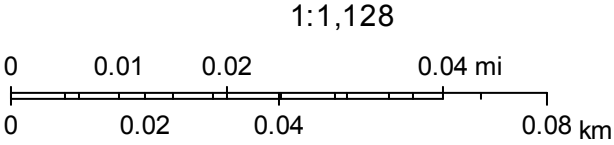


2110 S. 31st Street Site Plan Amendment-Notification Map



November 18, 2016

- | | | |
|------------------|----------------|---------------------------|
| Easement | COLLECTOR | WaterAreas |
| Outblock Numbers | LOCAL STREET | WaterLines |
| ETJ Boundary | MINOR ARTERIAL | Park Areas |
| Streets | PRIVATE | Bell County Streets |
| EXPRESSWAY | RAMP | Bell County Boundary |
| MAJOR ARTERIAL | Railroad | Original Annexation Areas |



EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, December 6, 2016

ACTION ITEMS

Item 2: TMED-FY-17-01 – Hold a public hearing to consider and recommend action to amend Ordinance No. 2016-4749, for a TMED Planned Development District site plan on .85 +/- acres, Lot 11, Block 1, Highline Addition, to allow for a drive-through restaurant located at 2110 South 31st Street, as well as to amend the overall development site plan to consider allowing a public sidewalk in lieu of a private trail.

Mr. Brian Chandler, Director of Planning, stated there were two parts to this request. The first part is to allow a drive-through at the subject property location (Lot 3B platted as Lot 11) by approving an amendment to the original site plan.

The site plan with building footprint shown. The building is 6,600 square feet and will be occupied by multiple tenants.

Another site plan is shown with an outdoor patio space of greater than 1,500 square feet which exceeds the Planned Development District Ordinance.

Current aerial site plan is shown.

The applicant will need to comply with the landscaping and proposed architectural standards of the Unified Development Code (UDC) and as approved in the Planned Development District Ordinance.

Part two of the request is a public sidewalk in lieu of a private trail.

Aerial site plan is shown for with the proposed private trail which would essentially connect the 200 plus apartment project with the South 37th Street stub-out road adjacent to the Candlewood Suites Hotel.

Another aerial shows what the area looks like currently with the preserved trees and the drainage easement. Whether developed as a trail or not, the trees are to remain.

The applicant is proposing a sidewalk in lieu of the proposed trail for connectivity. A six foot sidewalk is proposed along Scott Boulevard (in orange) for pedestrian connectivity all the way to the drainage area, which requires a Waters of the US Permit. The applicant has received this permit through the Army Corps of Engineers for the detention pond and the drainage work (indicated in the red-lined area).

The drainage portion (blue-lined area) requiring a Waters of the US Permit that would be outside of the scope of what the developer is requesting.

The green-lined area abuts another lot and upon future development a sidewalk will be required there. The City would need to provide pedestrian crossing from that sidewalk down to the leg of the Jaycee Park.

This proposal would implement the Trails Master Plan (TMP) as part of the Temple Medical Education District (TMED) standards for new development. The TMP does show a trail along Scott Boulevard connecting to Jaycee Park.

Cost estimates have been provided by the applicant/developer comparing the trail costs of \$80,000 for a decomposed granite trail, tree work, etc., and the sidewalk construction of \$100,000 which is higher than the actual trail costs due to unknown expenditures for the reconstruction of driveways for Candlewood Suites and the office building to the west to meet ADA requirements.

The Thoroughfare Plan designates Scott Boulevard as a collector which requires a four-foot wide sidewalk, except in TMED it requires a six-foot wide trail.

Jaycee Park Master Plan is shown. Jaycee Park is funded for bond improvements (\$1.1 million estimate).

Additional view of the "Trail" and Candlewood Suites and how the connectivity would be proposed.

The office building located at 2002 Scott Boulevard would also be affected, if approved.

Development Review Committee (DRC) reviewed this site plan on November 21, 2016 and the applicant has adequately addressed all comments.

Seven notices were mailed in accordance with all state and local regulations with zero notices returned in agreement or in disagreement.

Staff recommendation is approval with the following conditions:

That the sidewalk is six-feet wide for consistency with:

The other Scott Boulevard sidewalk required by the developer; and

The Trails Master Plan minimum width; and

That the length of the sidewalk extends to either:

The drainage channel per the Proposed Sidewalk Exhibit; or

As far west as the estimated \$100,000 will go:

The cost of the two driveways at 1850 and 2002 Scott Boulevard could change based on ADA sloping requirements

Mr. Chandler explained Candlewood Suites may have been built around 2005-2006 which predates TMED and is not actually located within the TMED. Mr. Chandler is unsure why the sidewalk was not required for Candlewood Suites at the time of construction.

Chair Rhoads explains the time limits procedure in order for everyone in attendance to have an opportunity to speak.

The public hearing was opened.

There being no speakers, the public hearing was closed.

Commissioner Crisp made a motion to approve Item 2, TMED-FY-17-01, and Commissioner Ward made a second.

Motion passed: (8:0)

Vice-Chair Fettig absent

ORDINANCE NO. 2016-4749

(PLANNING NO. Z-FY-16-03)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING REZONING FROM T4 TO PD-T5-e AND FROM T5-c TO PD-T5-c TO ACCOMMODATE A COMBINATION OF MULTIPLE-FAMILY AND NONRESIDENTIAL DEVELOPMENT ON APPROXIMATELY 40.389 ACRES OF LAND IN THE TEMPLE MEDICAL AND EDUCATIONAL DISTRICT, BEING A PART OF THE REDDING ROBERTS SURVEY, ABSTRACT NO. 692, BELL COUNTY, TEXAS, LOCATED AT THE NORTHWEST CORNER OF SOUTH 31ST STREET AND SCOTT BOULEVARD; 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 rezoning from T4 General Urban Zone to Planned Development T5e-Neighborhood Edge Zone (PD-T5-e) and from T5-c Urban Center Zone (T5-c) to Planned Development T5-c Urban Center Zone (PD-T5-c) to accommodate a combination of multiple-family and nonresidential development in the Temple Medical and Educational District (TMED) on approximately 40.389 acres of land, being a part of the Redding Roberts Survey, Abstract No. 692, Bell County, Texas, located at the northwest corner of South 31st Street and Scott Boulevard, and more particularly described in Exhibit A.

Part 2: The City Council approves the PD-T5-e and PD-T5-c districts described in Exhibit A, subject to applicable TMED standards, with the exceptions and conditions listed as follows:

Multiple-Family Phase (PD-T5-e) Exceptions:

1. Setback Dimensional Standards (Sec. 6.3.5.B)
 - a. Maximum 12' front yard setback and maximum 30' side yard setback are waived to allow the configuration shown in Exhibit B, Site/Landscaping Plan.
2. Building Configuration (Sec. 6.3.5.D)
 - a. Minimum 14' building story height is reduced to 10'6".
3. Alleys (Sec. 6.3.8.3.b)
 - a. Requirement for parking areas and garages to be accessed by rear alleys is waived.
4. Public Frontage Standards (Sec. 6.3.11.B.5)
 - a. Six-foot street yard planting strip may be located behind the 6' sidewalk to accommodate utilities.
5. Materials Required (Sec. 6.3.13.B)
 - a. The limit of 20% cementitious siding per façade plane is waived to allow materials as shown in Exhibit C, Apartment Elevations.

6. Building Design (Sec. 6.3.13.D)
 - a. Minimum 5:12 roof pitch is reduced to 4:12.
7. Parking and Garage Standards (Sec. 6.3.14)
 - a. Minimum of 1 enclosed garage space per 2 units is reduced to 1 space per 3.25 units.
8. Private Property Common Area Standards (Sec. 6.3.15.E)
 - a. The multiple-family phase will provide the alternative amenities listed as follows: new trees, swimming pool, grill house, pool water feature, dog wash station, benches, trail, club house, office center, and exercise facility.

Multi-Family Phase (PD-T5-e) Conditions:

1. Private Property Common Area Standards (Sec. 6.3.15.E)
 - a. The multiple-family development will include approximately 22,826 sf of common area, exceeding the required minimum area of approximately 18,600 sf.
2. Development must achieve substantial compliance with the approved plans shown in Exhibits B, C, and D.
3. The Planning Director is authorized to approve minor changes. Substantial changes require approval by City Council.

Nonresidential Phase (PD-T5-c) Exceptions:

1. Setback Dimensional Standards (Sec. 6.3.5.B)
 - a. Maximum 12' front yard setback is waived to allow configurations shown in Exhibit B, Site/Landscaping Plan.
2. Building Configuration (Sec. 6.3.5.D)
 - a. Two-story minimum building height is waived.
3. Use Standards (Sec. 6.3.6.D)
 - a. Prohibition of commercial surface parking lot is waived.
 - b. Prohibition of drive-through lane for restaurant is waived for Tracts 1, 2, 4, 5 and 6.
4. Specific Use Standards (Sec. 6.3.6.E)
 - a. Development may exceed maximum 10,000 sf gross floor area.
5. Block Perimeter (Sec. 6.3.7.C)
 - a. Maximum block perimeter standard of 2,000 sf is waived.
6. Parking Lot Landscaping (Sec. 6.3.10.D)
 - a. Requirement for one landscape parking island per 10 parking spaces is reduced to one island per 12 spaces.
7. Parking Lot Screen (Sec. 6.3.10.E)
 - a. Parking lot screening is waived.
8. Public Frontage Standards (Sec. 6.3.11)
 - a. Trees may be clustered instead of being regularly spaced. (Sec. 6.3.11.D.1)
 - b. Six-foot street yard planting strip may be located behind the 8' sidewalk. (Sec. 6.3.11.D.2)
 - c. Requirement for groundcover in street yard planting strip is waived. (6.3.11.D.2)
9. Architectural Standards (Sec. 6.3.13.D)
 - a. For horizontal articulation, the minimum offset per 50' building façade length is reduced from 5' to 2'.
 - b. Windows and doors for transparency are waived for public-facing façades for the hotel site.

10. Signage (Sec. 6.3.16.C)

a. Wall Signs

- i. Multi-tenant signs are limited to 1 wall sign per façade of tenant's premises (3' tall x 80% of maximum of façade length of tenant space).
- ii. Single-tenant signs are limited to 1 wall sign per façade (sign area not to exceed 25% of elevation area).

b. Monument Signs

- i. One 25' tall project multi-tenant monument sign is allowed at the South 31st Street entrance.
 - ii. One 20' tall multi-tenant monument sign is allowed at the West Avenue T entrance, and one 20' tall multi-tenant monument sign is allowed at the Scott Boulevard entrance.
 - iii. No more than 1 single-tenant or multi-tenant 10' tall monument sign is permitted for each individual lot.
- c. Approved sign standards are illustrated in Exhibit D, Wall Sign Specifications and Monument Sign Elevations.

Nonresidential Phase (PD-T5-c) Conditions:

1. Each restaurant with a drive-through lane must provide at least 150 sf of outdoor dining space.
2. For buildings located at public street corners (on Tracts 1 and 4):
 - a. The building must have a parapet or vertical roof element that is at least 3' higher than the top of parapet height or roof height.
 - b. The length of the parapet or roof element must be at least 15% of the length of the façade on the side of the building that has the main entrance.
3. Multi-tenant project signs may not exceed 25' in height.
4. Development must achieve substantial compliance with the approved plans shown in Exhibits B, C, and D.
5. The Planning Director is authorized to approve minor changes. Substantial changes require approval by City Council.

Part 3: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

Part 4: 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 5: 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 6: It is hereby officially found and determined that the meeting at which this Ordinance was 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 21st day of January, 2016.


PASSED AND APPROVED on Second Reading on the 4th day of February, 2016.

THE CITY OF TEMPLE, TEXAS



DANIEL A. DUNN, Mayor

ATTEST:



Lacy Borgeson
City Secretary



APPROVED AS TO FORM:



Kayla Landeros
City Attorney



1:4,514

0.075

1

Exhibit B: Site/Landscaping Plan



OVERALL MASTER PLAN

31st and Scott Boulevard
Temple, Texas

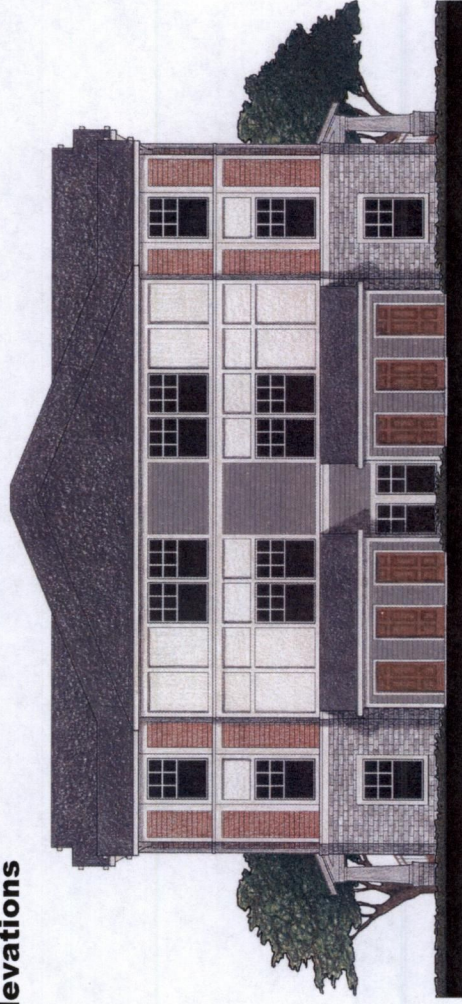
Job #: 14243.00
File Name: SP-9 Overall.psd
Date: 12.01.2015
Drawn by: JWW

HIGHLINE
REAL ESTATE GROUP

gff ARCHITECTS

2804 Fairmount Street, Suite 300
Dallas, Texas 75201 | 214.303.1900
3300 West 7th Street, Suite 110
Fort Worth, Texas 76107 | 817.203.1500

Exhibit C: Apartment Elevations



TYPICAL APARTMENT BUILDING SIDE VIEW

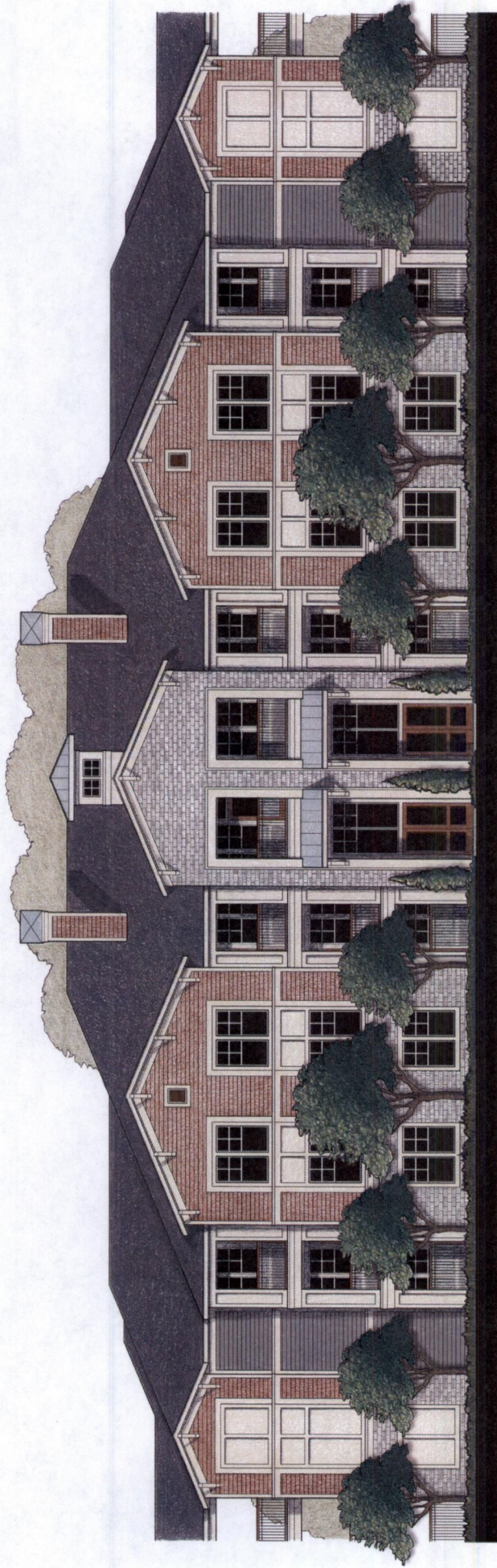


TYPICAL APARTMENT BUILDING FRONT VIEW

ARYA TEMPLE APARTMENTS

Mucasey & Associates, Architects
November 17, 2015

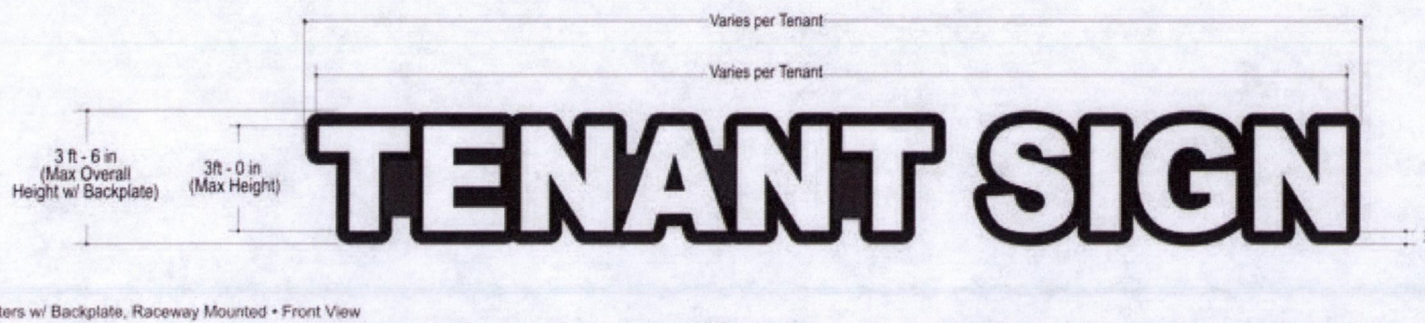
Exhibit C: Apartment Elevations



AMENITY CENTER FRONT ELEVATION

Arya Temple Apartments
Mucasey & Associates, Architects
December 1, 2015

Exhibit D: Wall Sign Specifications



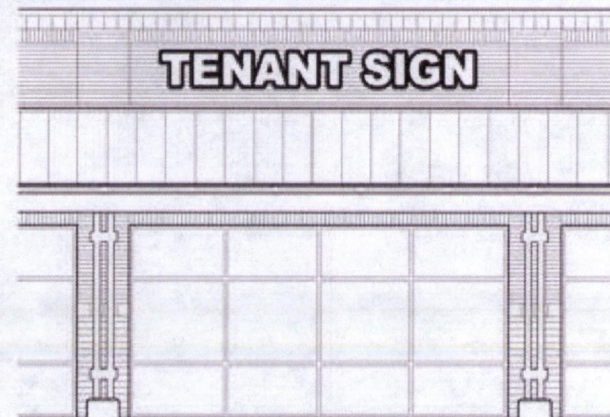
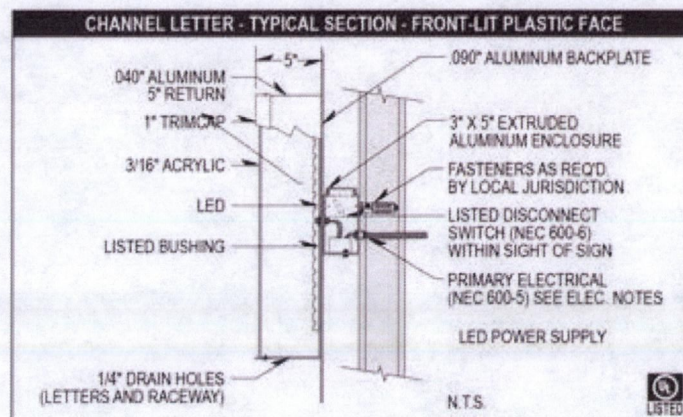
Front-Lit Channel Letters w/ Backplate, Raceway Mounted • Front View

D1

SCALE: 3/16" = 1'-0"

QUANTITY: ONE (PER FACADE)
Max. Allowed Height: Letters- 3' - 0" / Backplate- 3' - 6"
Overall Length: Varies per Tenant (Up to 80% of Facade length)
Total Sq.Ft.: Varies per Tenant
Returns: Black Gloss
Trimcap: Black Jewelite
Face: 7328 White Plex
First-surface translucent vinyl: TBD, per client artwork
Raceway: Painted to match Building, TBD
Backplate: Black
Illumination: WHITE LEDs

NOTES:
 • Raceway Mounted
 • WHITE interiors for increased illumination
 • All paint two-stage automotive polyurethane



Typical Elevation

ELECTRICAL NOTES FSG DOES NOT provide primary electrical to sign. Power to the sign must be done by a licensed electrical contractor or licensed electrician. Each sign must have: 1. A minimum of one dedicated 120V 20A circuit. 2. Junction box installed within 6 feet of sign. 3. Three wires: Line, Ground, Neutral.



Lighting
 Electrical
 Energy
 Technology
 Signs

The District
 Temple, Texas

Start Date: 8/2015
 Last Revision:
 Job #: 9217059
 Drawing #: 9217059-1

Design Rep
 House
 Sales Rep
 Bob Strobeck

10212 METRIC BOULEVARD, AUSTIN, TEXAS 78758 • 1-800-327-1104 / 512-494-0002 / www.fsgi.com

Client Approval

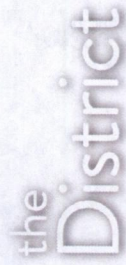


UL INSTALLATION REQUIREMENTS:
 See UL 1818 for details.
 See UL 1818 for details.
 See UL 1818 for details.
 See UL 1818 for details.



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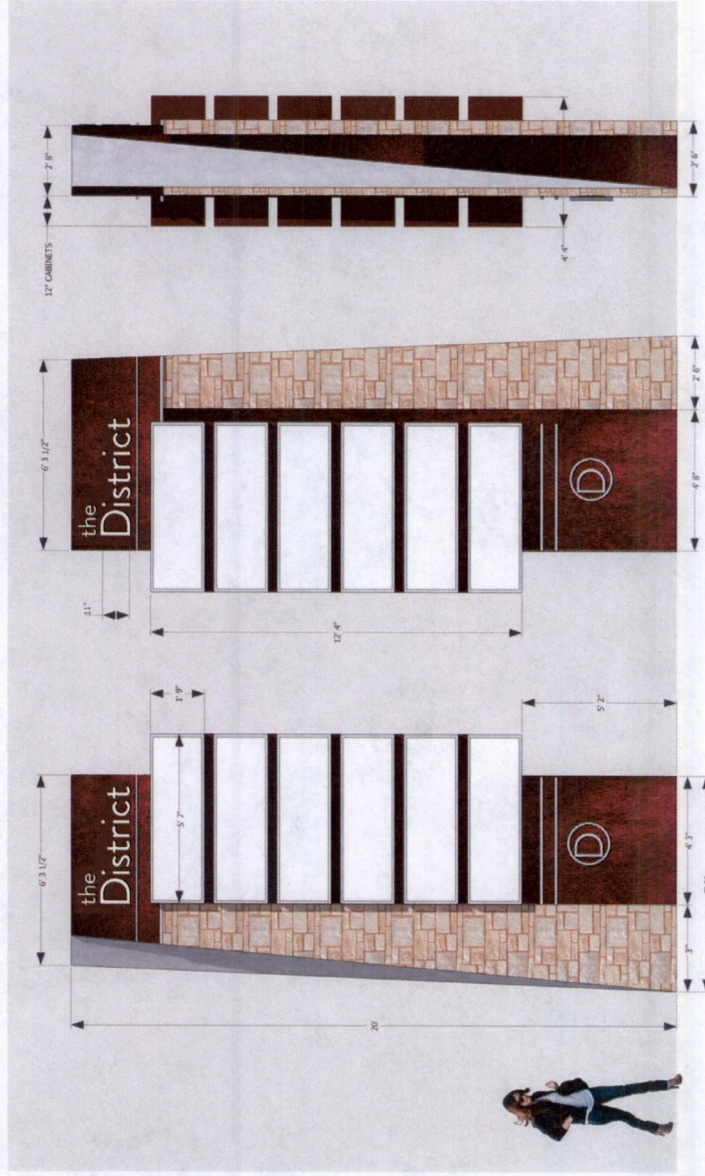
Exhibit D: Monument Sign Elevations



B SECONDARY PYLONS
SCALE: 1/4"

Fabricate and install two (2) Primary Pylons built to UL specifications;

- Welded tubular steel framework with .090 aluminum plate;
- Dual Steel supports set in 3000psi concrete to grade;
- Tenant Cabinets finished in Matthews brushed aluminum polyurethane; lamped with high output fluorescents; Faces to be white #7328 plex overlaid with 3M™ translucent vinyls per client;
- Austin White Limestone veneer over pole covers;
- [the District] to routed-out and backed with #7328 white plex; White High Output fluorescent lamping;
- Square tubular aluminum accent-rails and logo finished MP brushed aluminum;
- Matthews Corten-steel finish on faces/side walls;
- Electrical requirement: 120v to be supplied at sign site by others;



Start Date: 7/18/15
Last Revision:
Job #: 5217059
Drawing #: 5217059b11

LEXINGTON HILLS
2430 CROWWELL DR.
AUSTIN, TEXAS 78741

Design Rep.
BEN ANGLIN
Sales Rep.
BOB STROBECK

CLIENT APPROVAL: _____ DATE: _____
APPROVE: I have reviewed and approved the sign details on this drawing for fabrication and installation.
LANDLORD APPROVAL: _____ DATE: _____
APPROVE: I have reviewed and approved the sign details on this drawing for fabrication and installation.

REVISIONS	
NO.	REMARKS
1	MMDDYY
2	...
3	...
4	...
5	...

Exhibit D: Monument Sign Elevations

the District

PAD MONUMENT
SCALE: 1/2"

Fabricate and install two (4) Pad Monuments built to (1) specifications;

- Welded tubular steel framework with .090 aluminum plate;
- Dual Steel supports set in 3000psi concrete to grade;
- Tenant Cabinets to have reverse-pan faces (.090) aluminum finished in Matthews white, and overlaid with 3M™ opaque vinyls per client;
- Two monuments to have single-user faces, and two monuments to have 6 panels (each side);
- Tenant Cabinets to be externally illuminated w/ Gooseneck lamps (x4 per monument);
- Austin White Limestone veneer over pole covers and planter-base;
- (the District) to be face-lit channel letters w/ #7328 white plex faces and white trimcapping. Sidewalls finished MP black; White LED illumination; Letters flush mount to cabinet;
- Square tubular aluminum accent-rails and .25" routed letters finished MP brushed aluminum;
- Matthews Corten-steel finish on cabinet sidewalls and pole cover (inner section);
- Electrical requirement: 120v to be supplied at sign site by others;



NOTE: DUE TO MONITOR AND PRINTER SETTINGS, COLORS SHOWN ARE APPROXIMATIONS ONLY. PLEASE REFER TO MANUFACTURER'S SAMPLES AND PANTONE CHART FOR ACCURATE COLOR REPRESENTATION.

LEWISTON HILLS
2430 CROMWELL DR.
AUSTIN, TEXAS 78741

lighting
electrical
masonry
signs

FACILITY SOLUTIONS GROUP
10212 METRIC BOULEVARD, AUSTIN, TEXAS 78758
1-800-327-1104 / 512-494-0002 / www.fsgl.com

Start Date: 7/18/15
Last Revision:
Job #: 49217059
Drawing #: 49217059rev151

Design Rep.
BEN ANGLIN
Sales Rep.
BOB STROBECK

CLIENT APPROVAL
DATE
LANDSCAPE APPROVAL
DATE

REVISIONS	
NO.	REMARKS
1	MMDDYY
2	MMDDYY
3	MMDDYY
4	MMDDYY
5	MMDDYY

001
C

ORDINANCE NO. 2016-4818

(PLANNING NO. TMED-FY-17-01)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING ORDINANCE NO. 2016-4749 FOR A TEMPLE MEDICAL EDUCATION DISTRICT PLANNED DEVELOPMENT DISTRICT SITE PLAN ON APPROXIMATELY .85 ACRES, LOT 11, BLOCK 1, HIGHLINE ADDITION, TO ALLOW FOR A DRIVE-THROUGH RESTAURANT LOCATED AT 2110 SOUTH 31ST STREET; AND AUTHORIZING THE AMENDMENT OF THE OVERALL DEVELOPMENT/SITE PLAN TO CONSIDER ALLOWING A PUBLIC SIDEWALK IN LIEU OF A PRIVATE TRAIL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the horizontal mixed use project called “The District” was approved by Council on February 4, 2016 through a Planned Development District rezoning – the overall project consists of approximately 40.389 acres of apartments to the west and retail to the east;

Whereas, the retail property is currently zoned TMED (Temple Medical Education District) T5-c, which prohibits drive-through restaurant windows – the original Planned Development zoning and accompanying development/site plan included an exception to the drive-through prohibition to allow them on three other restaurant lots, however, no drive-through was approved for Lot 11 and, therefore, the addition of a 4th drive-through within the development constitutes as a substantive site plan change requiring Council approval;

Whereas, the proposed drive-through restaurant will comply with the required conditions specified by the Planned Development Ordinance, which states that each restaurant with a drive-through must provide at least 150 square feet of outdoor dining space, and therefore Staff recommends Council approve the addition of a 4th drive-through within the development;

Whereas, the Council-approved trail along the drainage channel connecting the apartments to South 37th Street was interpreted to meet the Trails Master Plan implementation requirement for new TMED development at that location;

Whereas, Staff believes the sidewalk would provide a greater public benefit than the private trail by creating additional pedestrian connectivity to Jaycee Park to the west;

Whereas, at its December 6, 2016 meeting, the Planning & Zoning Commission recommended approval of the amended site plan; and

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

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

Part 1: The City Council amends Ordinance No. 2016-4749, for a TMED Planned Development District site plan on approximately .85 acres, Lot 11, Block 1, Highline Addition, to allow for a drive-through restaurant located at 2110 South 31st Street attached hereto as Exhibit A (Restaurant Site Plan).

Part 2: The City Council amends the overall development/site plan to consider allowing a public sidewalk in lieu of a private trail, and more particularly described in the site plan attached hereto as Exhibit B (Proposed Sidewalk Exhibit) with the following conditions:

- That the sidewalk is 6 feet wide for consistency with:
 1. The other Scott Boulevard sidewalk required by the developer; and
 2. The Trails Master Plan minimum width.
- That the length of the sidewalk extends to either:
 1. The drainage channel per Exhibit B; or
 2. As far west as the sidewalk can be extended with the estimated \$100,000 budget
 - The cost of replacing the two driveways at 1850 and 2002 Scott Boulevard could change based on ADA sloping requirements.

Part 3: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

Part 4: 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 5: 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 6: It is hereby officially found and determined that the meeting at which this Ordinance was 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 **5th** day of **January**, 2017.

PASSED AND APPROVED on Second Reading on the **19th** day of **January**, 2017.

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

01/19/17
Item #4(P)
Consent Agenda
Page 1 of 3

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney

ITEM DESCRIPTION: SECOND READING – Consider adopting an ordinance reapproving the extension of the life of City of Temple Tax Increment Financing Reinvestment Zone Number One to December 31, 2062.

STAFF RECOMMENDATION: Conduct a public hearing and adopt ordinance as presented on first reading; with second and final reading on January 19, 2017.

ITEM SUMMARY: In September 1982, the City Council approved an ordinance creating the City of Temple Tax Increment Financing Reinvestment Zone #1 (“TIFRZ#1” or the “Zone”) as authorized by Texas Tax Code Chapter 311. The original termination date for TIFRZ#1, as set forth in Ordinance No. 1457 (attached to this Memorandum), was December 31, 2022.

In 2010, through Ordinance No. 2010-4404, the City Council extended the life of TIFRZ#1 for an additional forty years and set the new termination date at December 31, 2062. Council committed to contributing 100% of the City’s taxes levied on the increased value of taxable real property within the boundaries of TIFRZ#1 through the new termination date of December 31, 2062. On the same date, Council also expanded the boundaries of the Zone to include the Temple Medical and Education District.

Several taxing entities, including Temple College, Elm Creek Watershed Authority, and Temple Independent School District agreed to contribute 100% of their taxes levied on the increased value of taxable real property within the boundaries of TIFRZ#1 into the City’s tax increment fund through December 31, 2062. Bell County agreed to contribute 100% of its taxes through December 31, 2042. Elm Creek and Bell County agreed to participate in the expanded area of the Zone, however TISD was prohibited by State law from doing so.

The Zone benefits significantly from TISD's participation which currently accounts for approximately 60% of the revenue generated for the Zone fund. TISD is able to participate at this level because the State of Texas recognizes the school district's participation and fills the gap in property tax funding through State funding. The amount of funding received by TISD from the State is dependent upon the district's property tax values. To calculate school district property values, the State Comptroller determines the total taxable value of all property in the school district. The total taxable value of property is then used to calculate State funding for the district. The higher the total taxable value of property, the lower the State funding and vice versa.

The State recognizes TISD's participation in TIFRZ#1 when it calculates the total taxable value for the district. Once that value is determined, the State then subtracts the "tax increment base" from the total taxable value. The tax increment base is the total taxable value of real property taxable by TISD and located in the Zone for the year in which the Zone was designated. For our purposes, that year is 1982. The tax increment base is then subtracted from the total taxable value of real property to determine the "captured appraised value." The captured appraised value is the "increment" generated by increases in real property values occurring since 1982. The captured appraised value is then subtracted from the total taxable value and this number sets the new total taxable value for TISD. This lower number generates more State funding for the district.

Without the State's recognition of TISD's participation in the Zone, TISD would be unable to contribute 100% of its taxes levied on the increased value of taxable real property in the Zone. TISD would be paying a large sum of its property taxes to the Zone fund without being made whole by the State.

The process for calculating school district property values, as explained above, is set forth in Texas Government Code Section 403.302. This section allows the calculation above to be made for TISD through December 31, 2022, which was the original termination date of the Zone.

In 2011, an amendment to Section 403.302 was passed by the Legislature. The amendment applies only to a reinvestment zone created by a municipality that has a population of 70,000 or less and is located in a county in which all or part of a military installation is located. Temple's population in the 2010 Census was 66,102 and it is located in Bell County where Fort Hood is based.

The amendment allows the State to continue making TISD whole for its participation in the Zone if "on or after January 1, 2017, the municipality adopts an ordinance designating a termination date for the zone that is later than the termination date designated in the ordinance creating the zone." The ordinance creating the Zone stated that the Zone would terminate on December 31, 2022. The 2010 ordinance changed the termination date to 2062. Council has already adopted an ordinance which sets forth a termination date later than the termination date designated in the 1982 ordinance. However, to meet the requirements of Section 403.302, Council must take a similar action *after January 1, 2017*. For this reason, Staff is requesting that Council reapprove the extension of the life of TIFRZ#1 to December 31, 2062. This action should fulfill the requirements of Section 403.302 and continue to allow the State to recognize TISD's participation in the Zone when calculating the district's State funding.

FISCAL IMPACT: TISD's contribution to the Zone for FY 2016 was \$14,753,907 and is estimated to be \$13,137,164 in FY 2017. As noted above, approving this ordinance will allow the State to continue recognizing TISD participation in the Zone when calculating the district's State Funding and allow TISD's continued contribution to the Zone beyond 2022.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 2016-4819

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, REAPPROVING THE EXTENSION OF THE LIFE OF THE CITY OF TEMPLE TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1 TO DECEMBER 31, 2062; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; DECLARING FINDINGS OF FACT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in September 1982, the City Council approved an ordinance creating the City of Temple Tax Increment Financing Reinvestment Zone #1 (“TIFRZ#1” or the “Zone”) as authorized by Texas Tax Code Chapter 311 - The original termination date for TIFRZ#1, as set forth in Ordinance No. 1457 was December 31, 2022;

Whereas, in 2010, through Ordinance No. 2010-4404, the City Council extended the life of TIFRZ#1 for an additional forty years and set the new termination date at December 31, 2062 – in that same Ordinance, Council committed to contributing 100% of the City’s taxes levied on the increased value of taxable real property within the boundaries of TIFRZ#1 through the new termination date of December 31, 2062;

Whereas, several taxing entities, including Temple College, Elm Creek Watershed Authority, and Temple Independent School District agreed to contribute 100% of their taxes levied on the increased value of taxable real property within the boundaries of TIFRZ#1 into the City’s tax increment fund through December 31, 2062 - Bell County agreed to contribute 100% of its taxes through December 31, 2042;

Whereas, the Zone benefits significantly from TISD’s participation which currently accounts for approximately 60% of the revenue generated for the Zone fund - TISD is able to participate at this level because the State of Texas recognizes the school district’s participation and fills the gap in property tax funding through State funding;

Whereas, without the State’s recognition of TISD’s participation in the Zone, TISD would be unable to contribute 100% of its taxes levied on the increased value of taxable real property in the Zone because TISD would pay a large sum of its property taxes to the Zone fund without being made whole by the State;

Whereas, the process for calculating school district property values is set forth in Texas Government Code Section 403.302 which allows the calculations to be made for TISD through December 31, 2022, which was the original termination date of the Zone;

Whereas, in 2011, an amendment to Section 403.302 was passed by the Legislature which applies only to a reinvestment zone created by a municipality that has a population of 70,000 or less and is located in a county in which all or part of a military installation is located - Temple’s population in the 2010 Census was 66,102 and it is located in Bell County where Fort Hood is based;

Whereas, the amendment allows the State to continue making TISD whole for its participation in the Zone if “on or after January 1, 2017, the municipality adopts an ordinance designating a termination date for the zone that is later than the termination date designated in the ordinance creating the zone;”

Whereas, the original ordinance creating the Zone stated that the Zone would terminate on December 31, 2022 and the 2010 ordinance changed the termination date to 2062;

Whereas, Council has already adopted an ordinance which sets forth a termination date later than the termination date designated in the 1982 ordinance, however, to meet the requirements of Section 403.302, Council must take a similar action after January 1, 2017;

Whereas, for this reason, Staff recommends Council reapprove the extension of the life of TIFRZ#1 to December 31, 2062 which should fulfill the requirements of Section 403.302 and continue to allow the State to recognize TISD’s participation in the Zone when calculating the district’s State funding;

Whereas, the Council finds that reapproving the extension of the life of the TIFRZ#1 is feasible and conforms to the Comprehensive Plan of the City, and that this action will promote economic development within the City of Temple; and

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: The City Council reapproves extending the life of the City of Temple Tax Increment Financing Reinvestment Zone Number One through December 31, 2062.

Part 3: Copies to Taxing Units. The City Secretary shall provide a copy of this resolution to each taxing unit that taxes real property located in the Zone.

Part 4: 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 5: 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 6: Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was 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 **5th** day of **January**, 2017.

PASSED AND APPROVED on Second Reading on the **19th** day of **January**, 2017.

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

01/19/17
Item #4(Q)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Floyd O. Mitchell, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through a Body-worn Camera Program through the Criminal Justice Division of the Governor's Office.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Criminal Justice Division, Office of the Governor, will make funding decisions for the Body-worn Camera Program. The purpose of the program is to aid municipal police departments in establishing or enhancing body worn camera program. Temple Police Department has instituted a body-worn camera program in which the cameras were purchased from L3 Mobile-Vision and issued to officers. The current storage space on our server is not going to meet capacity since we are currently adding three terabytes a month to the server which currently has only 21TB left which does not include a backup.

The plan is to add storage and back up capacity for the upcoming year. If awarded the earliest start date is March 1, 2017, and all funds may not exceed a 12-month period.

FISCAL IMPACT: If awarded the grant, the City would receive \$52,848 of the total cost for the extra storage and backup for the Body-worn Camera Program of approximately \$66,060. There is a required match of 20%, approximately \$13,212, of the total project cost that can be funded with state seized funds.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2017-8521-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION AND ACCEPT FUNDING THROUGH A BODY-WORN CAMERA PROGRAM THROUGH THE CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Criminal Justice Division, Office of the Governor, will make funding decisions for the Body-Worn Camera Program - the purpose of the program is to aid municipal police departments in establishing or enhancing a body-worn camera program;

Whereas, Temple Police Department has instituted a body-worn camera program in which the cameras were purchased from L3 Mobile-Vision and issued to officers - the current storage space on the Police Department's server is not going to meet capacity and the plan is to add storage and back up capacity for the upcoming year;

Whereas, Staff recommends Council authorize the City Manager to submit an application and accept funding through a Body-Worn Camera Program through the Criminal Justice Division of the Governor's Office;

Whereas, if awarded the grant, the City would receive \$52,848 of the total cost for the extra storage and backup for the Body-Worn Camera Program of approximately \$66,060 - there is a required match of 20%, approximately \$13,212, of the total project cost that can be funded with state seized funds; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council authorizes the submission of a grant application to the Body-Worn Camera Program through the Criminal Justice Division of the Governor's Office for the funding of extra storage and backup for the City's Body-Worn Camera Program.

Part 3: The City Council authorizes the City Manager, or his designee, after approval as to form by the City Attorney, to execute any documents which may be necessary to apply for this grant, and accept any funds that may be received from this grant.

Part 4: It is hereby officially found and determined that the meeting at which this Resolution was 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 **19th** day of **January**, 2017.

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

01/19/17
Item #4(R)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW

Kevin Beavers, CPRP, Parks and Recreation Director

ITEM DESCRIPTION: Consider adopting a resolution authorizing a requested exception to the Parkland Dedication Fees for North Gate phase 2.

STAFF RECOMMENDATION: Staff recommends approval of the exception to the Parkland Dedication Fees for North Gate Phase 2 in the amount of \$ 14,625 (\$225 for each of the 65 lots). Instead of paying the fees to the City of Temple, Kiella Real Estate Group would like to apply these fees towards a private pocket park which will cost \$30,452.74. The difference of \$15,827.74 would be split between the Developer and Builder.

ITEM SUMMARY: Kiella Real Estate Group and I met to share their vision of developing a private park within phase 2 of North Gate. Staff from the Kiella Group had been to the Houston, Texas area and seen playground areas that were more natural in design. After reviewing these photos and the proposed drawings of what they were wanting to accomplish, I concurred that this would be a unique opportunity to offer the neighborhood an alternative to the traditional playground.

I am in favor of this for the following reasons:

- With the addition of Developer and Builder fees, a play area can be built quicker and to a larger scale as there are other entities that can contribute to the total cost of the project.
- This playground will be less than ½ mile from the new Crossroads Park playground which will have traditional play elements.
- When this project was approved in 2014, Crossroads Park was not in existence. The bond election of May 2015 helped create this unique opportunity.

FISCAL IMPACT: None

ATTACHMENTS:

[Request Letter](#)
[Cost Estimates](#)
[Site Plan](#)
[Resolution](#)

September 27, 2016

**Kevin Beavers
2 N. Main St., Suite 201
Temple, TX 76501
(254) 298-5690**

**Cc: Jonathan Graham – City Manager
Traci Barnard – Director of Finance**

Dear Kevin,

West Tanglefoot Development, as the developer of North Gate subdivision, is requesting the section 2 park fees to spend on the park within North Gate. The total amount requested is \$14,625 which represents \$225 for the 65 lots in section 2. Based on bids received the total project would cost \$30,452.74. Therefore the developer and builder will split the remaining \$15,827.74.

Please see the attached maps, plans and specifications for the project scope. We are excited to commence this project.

Thank you for the consideration.

Best regards,

John Kiella

<i>Item</i>	<i>Description</i>	<i>Contractor</i>	<i>Amount</i>
Base Bid	Landscape and Irrigation	Chick Landscaping	\$22,755.64
Furnishings	3 benches, 8' picnic table, 2 trashcans, shipping	Belson Outdoors	\$5,037.01
Signage	Park Rules	Fast Signs	\$1,660.09
Contingency	Contingency	Misc.	\$1,000.00
Total:			\$30,452.74

Total Cost	\$ 30,452.74
Park fees section 2	\$(14,625.00)
Remaining Cost	\$ 15,827.74
Stylecraft Builder's portion	\$ 7,913.87
West Tanglefoot Development portion	\$ 7,913.87

CHICK LANDSCAPING, INC

COMMERCIAL / RESIDENTIAL

9710 Lark Trail P:(254)947-9150
Salado, TX 76571 F:(254)947-3770
www.chicklandscaping.com

Estimate

Date:	Estimate #
7/13/2016	6106

Name / Address:
Stylecraft Builders, Inc 4090 State HWY 6 South College Station, TX 77845

Project
Northgate Park

			Rep
			QA
Description	Qty	Rate	Total
Chick Landscaping, Inc Irrigation System-Repair and rework existing to allow for new Park area	1	1,875.00	1,875.00
Labor-remove sod and hauloff	1	750.00	750.00
Hamlin Grass- 5gal	7	21.00	147.00T
Iris - 5gal	3	21.00	63.00T
Lantana - 1gal	4	9.00	36.00T
Salvia Greggii (Red) - 5gal	10	21.00	210.00T
Dwarf Yaupon Holly - 7gal	12	32.00	384.00T
Soft Leaf Yucca - 5gal	1	21.00	21.00T
PRO 5 Weed Barrier 4x250-Granite walkways and planting beds	1,100	0.55	605.00T
PRO 5 Weed Barrier 4x250-Playground area	1,520	0.55	836.00T
6" Concrete curbing with #3 rebar	315	18.00	5,670.00T
Black Mulch-Planting areas	100	6.50	650.00T
Hardwood Mulch	800	5.00	4,000.00T
Crushed Granite-(walkways)	10	85.00	850.00T
River Rock 1/2x1	2	105.00	210.00T
Limestone Block Feature-2x2x5 Limestone Blocks	1	3,000.00	3,000.00T
Railroad tie balance beam	1	450.00	450.00T
Labor-set benches, tables, and signs	1	550.00	550.00
Moss Rock Boulders-assorted sizes mortared in concrete curbing	1	1,125.00	1,125.00T
I accept this proposal and agree for said work to be performed. I also understand and agree that the full amount for this project is due upon completion.			
Signature _____			
Subtotal			\$21,432.00
Sales Tax (7.25%)			\$1,323.64
Total			\$22,755.64



More than fast. More than signs.

FASTSIGNS Brazos Valley

404 University Dr.E., Suite C

College Station, TX 77840

ph: (979)764-7446

fax: (979)764-7444

Email: 465@fastsigns.com

Estimate

465 - 16979

Estimate Date: 9/16/2015 3:45:32PM

Printed: 9/25/2015 4:29:53PM

Customer: **Briar Grove HOA**

Contact: Ryan Key

Customer: 6746

Description: kab // aluminum sign for Briarwood

Sales Person: Kyle Brightwell

Clerk: Kyle Brightwell

ph: (979) 777-0602

email: rkey@stylecraftbuilders.com

Dear Ryan:

This job would have built in 15 minutes free design/layout/proof based on the total job cost. Any time beyond that is billed at a rate of \$65 per hour rounded to the nearest 1/4 hour. In most cases if we have an idea from the customer what they want with a simple sketch or layout we can achieve the look they want in the allotted time.

Sincerely,

Kyle Brightwell

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Post & Panel Sign	1	1	96 x 54	\$1,395.00	\$1,395.00
Description: Post & Panel sign, graphic area to be 39"x48", 3" aluminum frame, 3" aluminum posts, overall post height to be 96", sign will be 72" from grade once installed painted SW 6106 Kilim Beige, letters to be painted black						

install by other

Color: sw 6106 Kilim Beige, black painted letters

Notes:

Line Item Total:	\$1,395.00
Tax Exempt Amt:	\$150.00
Subtotal:	\$1,395.00
Shipping:	\$150.00
Taxes:	\$115.09
Total:	\$1,660.09

Deposit Required: **\$830.05**

Payment due upon completion of order.

Bill To: Briar Grove HOA
Ryan Key
3500 W. Davis
SUITE 190
Conroe, TX 77304

Received/Accepted By:

Ryan Key 9/25/15



111 North River Road
North Aurora, IL. 60542
sales@belson.com

1-800-323-5664 Toll Free:
1-630-897-8489 Phone:
1-630-897-0573 Fax:

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
PBSC-5-RD	Palisade Bench, 60"L - Redwood In-Ground Mount Frame Style Black Powder-Coated Frame	128	3	\$559.00	\$1,677.00
RP8-I	Recycled Plastic 8' Picnic Table Set, In- ground Mt. 01 Cedar Top/Seat -05 Black Frame	643	1	\$1,584.00	\$1,584.00
P-32	Recycled Plastic 32 Gallon Open Top Waste Receptacle Housing GRN Green	117	2	\$255.00	\$510.00
P-32L	32 Gallon Waste Can with Lid for Open Top Waste Receptacle - Gray GR Gray	7	2	\$52.00	\$104.00
P-32M	Permanent Mount Kit for Open Top Waste Receptacle	3	2	\$46.00	\$92.00
P-32L	32 Gallon Waste Can with Lid for Open Top Waste Receptacle - Gray GR Gray	7	2	\$52.00	\$104.00

Calculate Shipping

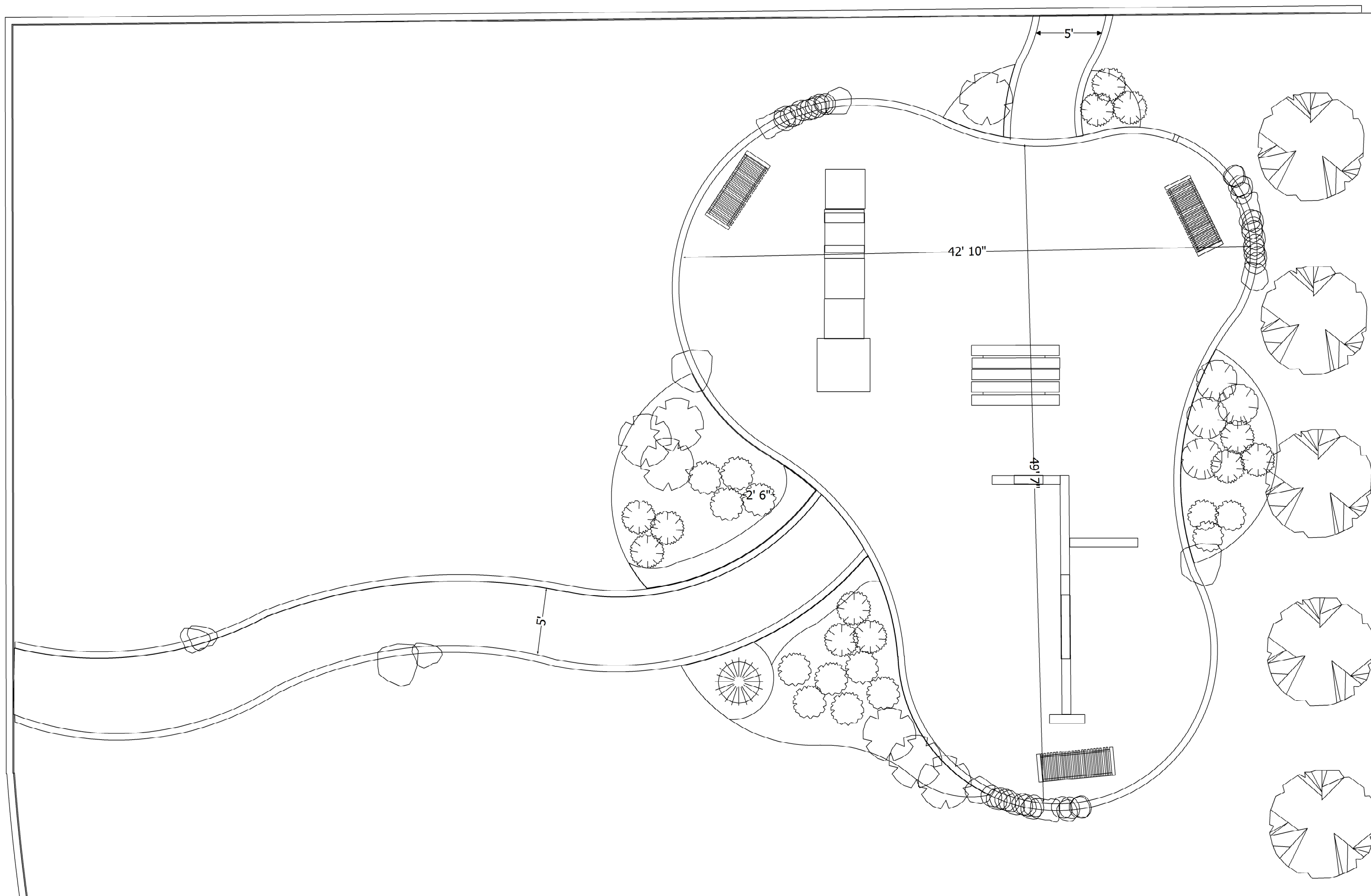
Zip Code 77845

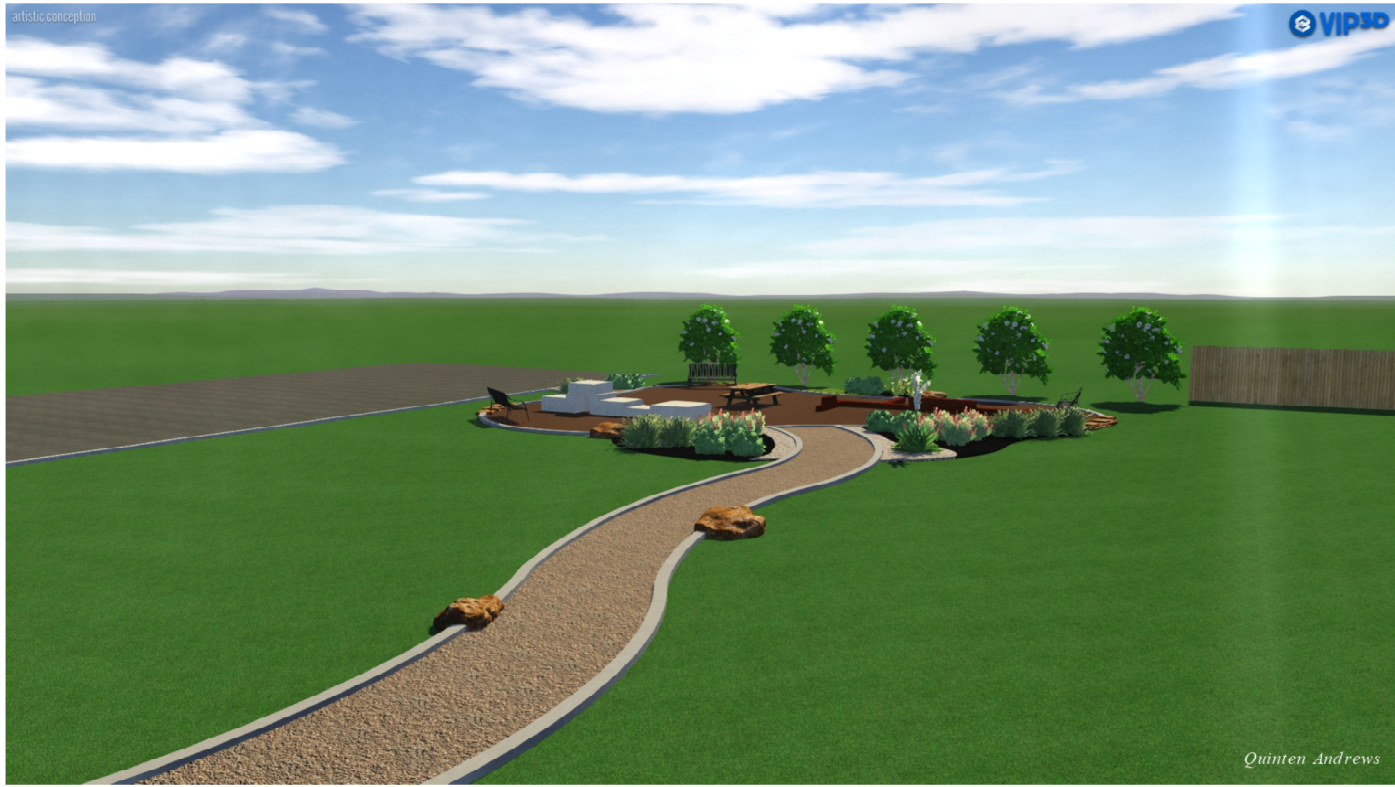
Subtotal ☐ (Illinois Only) Tax \$4,071.00

☐ Phone Call Service ☐ Liftgate Service ?

ShippingGrand Total \$966.01\$0.00

\$5,037.01





RESOLUTION NO. 2017-8522-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN EXCEPTION TO THE PARKLAND DEDICATION FEES FOR NORTH GATE PHASE 2; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Kiella Real Estate Group met with the Parks & Recreation Department to share its vision of developing a private park within Phase 2 of the North Gate Subdivision;

Whereas, Kiella Real Estate Group plans to install a playground area that is more natural in design and after reviewing the proposed drawings, the Parks & Recreation Department agrees that the proposed park would be a unique opportunity to offer the subdivision as an alternative to a traditional playground;

Whereas, Staff recommends Council approve the exception to the Parkland Dedication Fees for the North Gate Phase 2 Subdivision, in the amount of \$ 14,625 (\$225 for each of the 65 lots);

Whereas, instead of paying the fees to the City of Temple, Kiella Real Estate Group would like to apply these fees towards a private pocket park which will cost \$30,452.74 - the difference of \$15,827.74 would be split between the Developer and Builder of the Subdivision; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council approves the exception to the Parkland Dedication Fees for the North Gate Phase 2 Subdivision in the amount of \$14,625 (\$225 for each of the 65 lots).

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 19th day of **January**, 2017.

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

01/19/17
Item #4(S)
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 2016-2017.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2016-2017 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$183,735.

ATTACHMENTS:

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

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2017 BUDGET
January 19, 2017

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-1800-525-2223		Capital < \$5,000 / Computer Software	\$ 1,600	
110-0000-452-0455		Administrative Fees / Technology Fee		\$ 1,600
To allocate technology funds for CS 00023086 MOD with SunGard Public Sector.				
110-4000-555-2128		Supplies / Postage	\$ 2,958	
110-4000-555-2110		Supplies / Office Supplies	\$ 2,959	
110-0000-431-0163		Federal Grants / Federal Grants		\$ 5,917
To appropriate grant revenue and expenditure related to a grant the City received from the Texas State Library and Archives Commission through the Inter-Library Loan Program. Funds will be used for expenses related to lending library materials to other libraries.				
561-0000-311-0112		Reserve for Encumbrance - Prior Year	\$ 73,802	
561-5200-535-6907	100223	Capital - Bonds / SH 317 Waterline Relocation		\$ 73,802
To correct the carry forward entry from FY 16 for an invoice for services performed in FY 16 received on 12/02/2016 after all year end entries were recorded.				
561-5200-535-6977	101620	Capital - Bonds / HD Pressure Reducing Valve Improvements	\$ 93,091	
561-5400-535-6956	101199	Capital - Bonds / Pepper Creek WW Line Extension		\$ 93,091
To appropriate funding for the installation of a pressure reducing valve at the Harley Davidson tie-in to the City's main water transmission line.				
260-3400-531-6315	101440	Capital Building & Grounds / Sidewalk/Curb/Gutter - N. 31st Street Sidewalks	\$ 9,325	
260-0000-445-1995		Other / Reinvestment Zone # 1 Reimbursement		\$ 9,325
To appropriate additional funding related to contract amendment # 3 with KPA for \$4,450, testing services by Langerman Foster for \$1,000, and project shortage of \$3,874.50.				
TOTAL AMENDMENTS			\$ 183,735	\$ 183,735
GENERAL FUND				
Beginning Contingency Balance			\$	-
Added to Contingency Sweep Account				-
Carry forward from Prior Year				-
Taken From Contingency				-
Net Balance of Contingency Account			\$	-
Beginning Judgments & Damages Contingency			\$	5,257
Added to Contingency Judgments & Damages from Council Contingency				-
Taken From Judgments & Damages				-
Net Balance of Judgments & Damages Contingency Account			\$	5,257
Beginning Compensation Contingency			\$	560,000
Added to Compensation Contingency				-
Taken From Compensation Contingency				-
Net Balance of Compensation Contingency Account			\$	560,000
Net Balance Council Contingency			\$	565,257
Beginning Balance Budget Sweep Contingency			\$	-
Added to Budget Sweep Contingency				-
Taken From Budget Sweep				-
Net Balance of Budget Sweep Contingency Account			\$	-

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2017 BUDGET
January 19, 2017

		APPROPRIATIONS	
ACCOUNT #	PROJECT #	DESCRIPTION	Debit Credit
		WATER & SEWER FUND	
		Beginning Contingency Balance	\$ 50,000
		Added to Contingency Sweep Account	-
		Taken From Contingency	(14,558)
		Net Balance of Contingency Account	\$ 35,442
		Beginning Compensation Contingency	\$ 112,500
		Added to Compensation Contingency	-
		Taken From Compensation Contingency	-
		Net Balance of Compensation Contingency Account	\$ 112,500
		Net Balance Water & Sewer Fund Contingency	\$ 147,942
		HOTEL/MOTEL TAX 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	\$ 28,300
		Added to Compensation Contingency	-
		Taken From Compensation Contingency	-
		Net Balance of Compensation Contingency Account	\$ 28,300
		Net Balance Hotel/Motel Tax Fund Contingency	\$ 28,300
		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	\$ 24,300
		Added to Compensation Contingency	-
		Taken From Compensation Contingency	-
		Net Balance of Compensation Contingency Account	\$ 24,300
		Net Balance Drainage Fund Contingency	\$ 24,300
		FED/STATE GRANT FUND	
		Beginning Contingency Balance	\$ -
		Carry forward from Prior Year	52,292
		Added to Contingency Sweep Account	-
		Taken From Contingency	(14,948)
		Net Balance Fed/State Grant Fund Contingency	\$ 37,344

RESOLUTION NO. 2017-8523-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2016-2017 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on the 26th day of August, 2016, the City Council approved a budget for the 2016-2017 fiscal year; and

Whereas, the City Council deems it in the public interest to make certain amendments to the 2016-2017 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 2016-2017 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 was 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 19th day of **January**, 2017.

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

01/19/17
Item #5
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Brian Chandler, Director of Planning

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING – Consider adopting an ordinance authorizing the annexation of 60.33 acres of land Redding Roberts Survey, Abstract 692, Bell County, Texas, a portion of a 86.91 acre tract conveyed as Tract Four to Roy Skaff, as the Independent Executor of the estate of Leonard Apt, in Document No. 2016-00009203, Official Public Records of Real Property, Bell County, Texas.

STAFF RECOMMENDATION: Approve ordinance as presented in item description and schedule second reading for Thursday, February 2, 2017 at 5:00 P.M. in the City Council Chambers.

ITEM SUMMARY: WGG Land, LLC filed a petition on November 3, 2016, seeking voluntary annexation of 60.33 acres into the City of Temple. Voluntary annexation is governed by Section 43.028 of the Texas Local Government Code and applies only to the annexation of an area that is:

1. Less than one-half mile in width,
2. Contiguous to the annexing municipality, and
3. Vacant and without residents or on which fewer than three qualified voters reside.

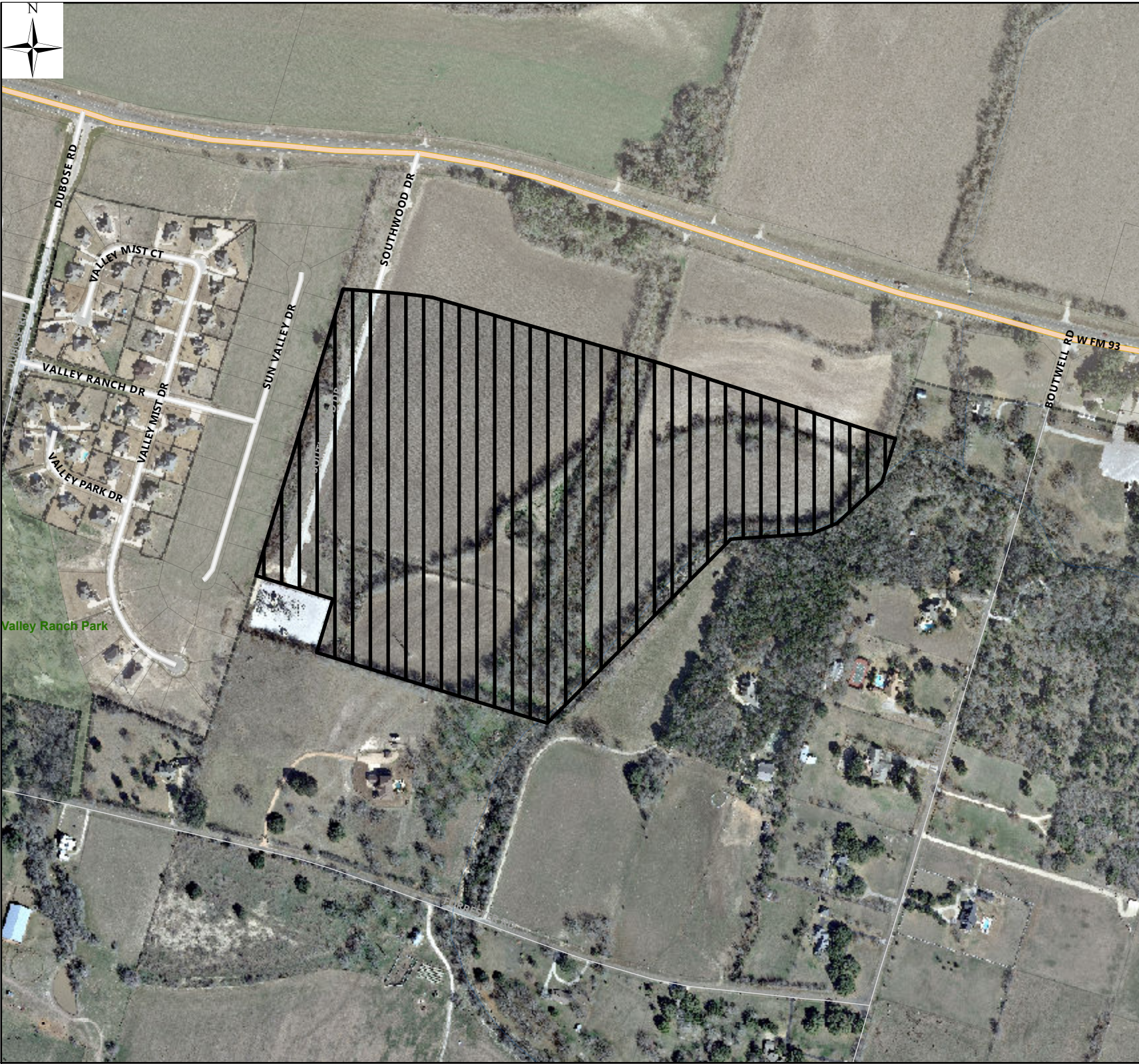
On November 17, 2016, the City Council adopted a resolution directing City staff to create a Municipal Service Plan and public hearing schedule to consider the annexation of the subject property. The two public hearings for the Plan were held at City Council on December 15, 2016 and December 16, 2016.

The applicant has indicated that he will request a zoning designation of Planned Development Single Family One (PD-SF-1), which will require a site/development plan, once the site plan is ready for submittal.

FISCAL IMPACT: The Municipal Service Plan does not contain any proposal to extend water or wastewater services to the area, or any other new physical facilities to serve this tract.

ATTACHMENTS:

[Voluntary Annexation Map](#)
[Municipal Service Plan](#)
[Survey](#)
[Field Notes](#)
[Voluntary Annexation Schedule](#)
[Ordinance](#)



AERIAL MAP

Annexation Case :
X-FY-17-01

Address :
6851 Southwood Dr

- Streets
- EXPRESSWAY
 - MAJOR ARTERIAL
 - COLLECTOR
 - LOCAL STREET
 - MINOR ARTERIAL
 - PRIVATE
 - RAMP
 - Railroad
- Temple Municipal Boundary
- Parcels
- ETJ Parcels
- CaseArea

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.

tlyerly
Date: 11/10/2016



CITY OF TEMPLE
ANNEXATION SERVICE PLAN—VOLUNTARY ANNEXATION
J.C. Wall III and WGG Land, LLC.

For a 60.33 acre tract of land situated in the Redding Roberts Survey, Abstract 692, Bell County, Texas, embracing a portion of a called 86.91 acre tract conveyed as Tract Four to Roy Skaff, as the Independent Executor of the estate of Leonard Apt, in Document No. 2016-00009203, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as Exhibit “A” (Fields) and depicted as Exhibit “B” (Survey) of the Annexation Ordinance (2016-####).

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

1. POLICE PROTECTION

The City will provide protection to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City, with the same or similar topography, land use and population density.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City will provide fire protection from Stations #3 and #4 to the newly-annexed area at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density. The City will provide First Responder services through its Fire Department and contract for emergency medical services (EMS) with a licensed emergency medical services provider.

3. SOLID WASTE COLLECTION

Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to the newly-annexed area to the extent that the City has access to the area to be serviced. Private contractors currently providing sanitation collecting services in the area may continue to do so for up to two years.

4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

Any and all water or wastewater facilities owned or maintained by the City at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City, to the extent of its ownership. Any and all water or wastewater facilities owned by other water or wastewater treatment providers shall continue to be allowed to provide those services to the newly-annexed tract.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City, or which are owned by the City, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility

company easement shall be maintained by the applicable utility company servicing the City, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PUBLIC PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council is not aware of the existence of any public parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City.

7. MAINTENANCE OF MUNICIPALLY-OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council is not aware of the existence of any publicly-owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly-owned facility, building or municipal service does exist and are public facilities, the City will maintain such areas to the same extent and degree that it maintains publicly-owned facilities, buildings or municipal services of the City now incorporated in the City.

8. INSPECTIONS

The City will provide building inspection services upon approved building permits from the City to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density.

9. CODE ENFORCEMENT

The City will provide code enforcement services to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density.

10. MOWING

The City will provide right-of-way mowing services adjacent to the newly-annexed tract at the same or similar level of service now being provided to other areas of the City with the same or similar topography, land use and population density.

CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police protection, fire protection, or emergency medical services. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use and population density.

2. ROADS AND STREETS

The City will undertake to provide the same degree of road and street lighting as is provided in areas of the same or similar topography, land use and population density within the present corporate limits of the City. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and subdivision development of the annexed property. Developers will be required, pursuant to the ordinances of the City to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City for the properly dedicated street. City participation in capital expenditures will be in accordance with city policies.

3. WATER AND WASTEWATER FACILITIES

The City of Temple has water facilities in the West FM 93 right-of way along the north the boundary of the voluntary annexation, and proposes no other extension of water facilities to the area, taking into consideration the existing land use, and topography and population density relative to areas within the existing City Limits which do not have water services.

Currently, there are no wastewater treatment providers within the boundaries of the voluntary annexation and property owners rely on on-site sewage facilities (septic systems). Other areas of the City of Temple with similar topography, land use, and population density as those found in the boundaries of the voluntary annexation also rely on on-site sewage facilities for wastewater infrastructure. For this reason and in accordance with Local Government Code Section 43.056(g), the City proposes no extensions of wastewater facilities within the boundaries of the voluntary annexation.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements as necessary for municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City. These differences are specifically dictated because of differing characteristics of the property and the City will provide the newly-annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City who reside in areas of the same or similar topography, land utilization and population density.

APPROVED ON THIS _____ DAY OF _____, 2016.

City of Temple, Texas

Mayor

ATTEST:

City Secretary

Survey showing 60.33 ACRES OF LAND,
situated in the REDDING ROBERTS SURVEY,
ABSTRACT 692, Bell County, Texas.

This sketch to accompany a metes and bounds
description of the hereon shown 60.33 Acre tract.

REMAINDER OF
CALLED 60.430 ACRES
SECOND TRACT
JEANNE A. RAFFAPORT and
LEONARD APT
Vol. 1524, Pg. 218

REMAINDER OF
CALLED 42.191 ACRES
HIGHWAY 91 PROPERTIES, LLC
Doc. No. 2013-00041474

A - 251.68'
R - 2789.79'
D - 5°10'08"
B - S 83°11'20" E
C - 251.60'

(150' ROW) (Asphalt Surface)
F. M. 93
Vol. 2617, Pg. 348

Concrete
Monument
Found

Concrete
Monument
Found

A - 178.57'
R - 2289.79'
C - 178.53'
B - S 83°32'20" E
D - 4°28'06"

26.58 ACRES
(inside existing
City Limits)

EXISTING CITY LIMITS
Ordinance No. 44-2310

EXTRA-TERRITORIAL JURISDICTION

CALLED 86.91 ACRES
ROY SKAFF, INDEPENDENT EXECUTOR
OF THE ESTATE OF LEONARD APT
TRACT FOUR
Doc. No. 2016-00009203

60.33 ACRES
(inside ETJ)

EXISTING CITY LIMITS
EXTRA-TERRITORIAL JURISDICTION
CALLED 6.73 ACRES
TRACT NO. 1
HILLARD LEE HUBBARD, JR. and
wife, BETH ELAINE HUBBARD
Vol. 1084, Pg. 621

CALLED 3.28 ACRES
TRACT NO. 1
EDWARD E. BELLENS and
wife, MIA J. BELLENS
Vol. 1486, Pg. 827

CALLED 37.09 ACRES
HUGH D. SHINE and wife,
DEBRA H. SHINE
Doc. No. 2007-00039432

CALLED 1.674 ACRES
TXU ELECTRIC DELIVERY
Vol. 5346, Pg. 178
(described in
Vol. 2057, Pg. 125)

CALLED 23.047 ACRES
TRACT 1
JIMMY SCOTT THOMAS and BELINDA
MELISSA KOHL-THOMAS
Doc. No. 2013-00025446

LINE	BEARING	DISTANCE
L1	S 47°18'30" W	245.50'
L2	S 67°45'20" W	112.75'
L3	S 86°12'20" W	324.75'
L4	N 16°50'21" E	225.14'
L5	N 73°02'06" W	324.25'
L6	S 85°46'31" E	71.16'
L7	S 73°55'26" E	125.54'
L8	S 85°46'31" E	183.62'
L9	S 73°55'26" E	121.66'

0 200 400 600

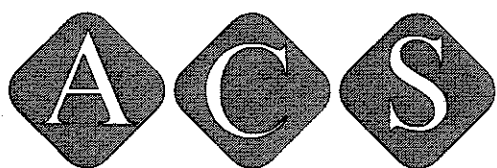
IRF - Iron Rod Found
IRF - Iron Pipe Found
IRCF - Iron Rod with cap stamped "ACS" Found
IRCS - Iron Rod with cap stamped "ACS" Set



Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central
Zone, NAD 83, as per GPS observations, utilizing the Western Data Systems network.

This sketch represents a survey made on the ground. During the performance of this survey, persons working
under my supervision observed conditions within and along the boundaries and to the best of my knowledge they
are as shown. The location of visual structural improvements with respect to the boundary lines are as shown. This
document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Copyright 2016 All County Surveying, Inc.



1303 South 21st Street
Temple, Texas 76504
254-TT8-2272 Killeen 254-634-4636
Fax 254-TT4-7608
Tx. Firm Lic. No. 10023600

Survey showing 60.33 ACRES OF LAND, situated
in the REDDING ROBERTS SURVEY, ABSTRACT
692, Bell County, Texas.

Plot Date: 11-09-2016
Survey
completed 10-28-2015
Scale: 1" = 200'
Job No. 160853.1
Dwg No. 160853.1
Drawn by SLN
Surveyor CCL #4636

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

November 9, 2016

Surveyor's Field Notes for:

60.33 ACRES, situated in the **REDDING ROBERTS SURVEY, ABSTRACT 692**, Bell County, Texas, embracing a portion of a called 86.91 Acre tract conveyed as Tract Four to Roy Skaff, as he Independent Executor of the estate of Leonard Apt, in Document No. 2016-00009203, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point which bears S 17° 25' 34" W – 500.13' from a 5/8" iron rod with cap stamped "ACS" at the northeast corner of Said 86.91 Acre tract, being the northwest corner of a called 6.73 Acre tract conveyed as Tract No. 1 to Willard Lee Hubbard, Jr. and wife, Beth Elaine Hubbard in Volume 1084, Page 621, Deed Records of Bell County, Texas, and being on the south line of F. M. 93, as conveyed in Volume 2617, Page 348, Official Public Records of Real Property, Bell County, Texas, said calculated point being the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the west line of said 6.73 Acre tract, **S 17° 25' 34" W – 184.63'**, to a calculated point in the center of a creek, being the southwest corner of said 6.73 Acre tract and the northeast corner of a called 37.09 Acre tract conveyed to Hugh D. Shine and wife, Debra H. Shine in Document No. 2007-00033932, Official Public Records of Real Property, Bell County, Texas, said calculated point bears N 17° 25' 34" E – 25.00' from a 5/8" iron rod found for reference, for the easternmost southeast corner of the herein described tract;

THENCE, in a southwesterly direction, with the northwest line of said 37.09 Acre tract, with the approximate center of said creek, the following calls:

1. **S 47° 18' 30" W – 245.50'**, a calculated point,
2. **S 67° 45' 20" W – 112.75'**, a calculated point,
3. **S 86° 12' 20" W – 324.75'**, a calculated point, and
4. **S 44° 56' 50" W – 1048.66'**, to a calculated point at the westernmost northwest corner of said 37.09 Acre tract, being the northeast corner of a called 23.047 Acre tract conveyed as Tract 1 to Jimmy Scott Thomas and Belinda Melissa Kohl-Thomas in Document No. 2013-00025446, Official Public Records of Real Property, Bell County, Texas, which said calculated point bears N 60° 40' 51" W – 46.01' from a 5/8" iron rod found for reference, for the southernmost southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said 23.047 Acre tract, same being the south line of said 88.639 Acre tract, **N 72° 57' 37" W – 971.82'**, to a 1/2" iron rod found at the southeast corner of a called 1.679 Acre tract in the name of TXU Electric Delivery as conveyed in Volume 5396, Page 178, Official Public Records of Real Property, Bell County, Texas and described in Volume 2057, Page 725, Deed Records of Bell County, Texas, for the southernmost southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said 1.679 Acre tract, **N 16° 50' 21" E – 225.14'**, to a 1/2" iron rod found at the northeast corner of said 1.679 Acre tract, for an interior corner of the herein described tract;

Surveyor's Field Notes for **60.33 ACRES** (continued):

THENCE, in a westerly direction, with the north line of said 1.679 Acre tract, **N 73° 02' 06" W – 324.25'**, to a ½" iron rod found on the west line of said 88.639 Acre tract, same being the east line of Valley Ranch Addition, Phase II, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet D, Slide 160-C, Plat Records of Bell County, Texas,, for the westernmost southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Valley Ranch Addition, Phase II, **N 16° 53' 34" E – 1207.73'**, to a calculated point, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, severing said 86.91 Acre tract, the following calls:

1. **S 85° 46' 31" E – 183.62'**, a calculated point,
2. With a curve to the right; having a radius of **2289.79'**, a delta angle of **04° 28' 06"**, and a long chord which bears **S 83° 32' 20" E – 178.53'**, an arc length of **178.57'**, a calculated point,
3. **S 73° 51' 57" E – 959.32'**, a calculated point,
4. **S 72° 06' 43" E – 871.27'**, a calculated point, and
5. **S 73° 55' 26" E – 121.66'**, to the **POINT OF BEGINNING** and containing 60.33 Acres of Land.

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations, utilizing the Western Data Systems network.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 60.33 Acre tract.

Surveyed October 28, 2015

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro160000/160800/160853/160853.1.doc



Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

SCHEDULE

Voluntary Annexation – WGG Land, LLC (60.33 acres)

DATE	ACTION	TIME LIMIT/NOTES
11-3-16	CITY RECEIVES PETITION of landowner to annex area adjacent to city limits; fewer than 3 qualified voters reside in the area.	N/A
11-17-16 Regular Meeting	COUNCIL ADOPTS RESOLUTION 1. Granting petition (14th day after petition filed); 2. Directing staff to develop service plans; and 3. Setting dates, times, places for public hearings	1. Hear and grant or deny petition after the 5 th day, but on or before the 30 th day after petition is filed. 2. Council must direct Staff to develop the services plan before publication of notice of 1 st hearing required under § 43.063 LGC. § 43.065 LGC
11-14-16	CITY SECRETARY MAILS NOTICES TO 1. Property owners 2. Public and private service entities 3. Railroads <i>31st day before 1st public hearing</i>	Before the 30 th day before the date of the first hearing required under § 43.063. § 43.062(b) LGC
12-02-16	CITY SECRETARY SENDS NOTICE TO Public school districts located in annexation area <i>13th day before 1st public hearing</i>	Within the period prescribed for publishing the notice of the 1 st hearing under § 43.063 LGC
12-04-16	CITY SECRETARY PUBLISHES NOTICES FOR PUBLIC HEARINGS ON ANNEXATION Posts notice on City web site Publishes notice in Telegram <i>11th day before 1st public hearing</i> <i>12th day before 2nd public hearing</i>	Publish hearing notice on or after the 20 th day but before the 10 th day before the date of the hearing § 43.063(c)LGC
12-14-16	RESIDENTS' LAST DAY TO FILE PROTEST <i>10th day after publication of hearing notice</i>	Hold one hearing in area proposed for annexation if more than 10% of adults who are permanent residents of area file written protest within 10 days after publication of notice. § 43.063(b) LGC
12-15-16 Regular meeting	COUNCIL HOLDS 1st PUBLIC HEARING Staff presents service plan <i>35th day before 1st reading of ordinance</i>	Hold hearings on or after the 40 th day but before the 20 th day before the date of institution of annexation proceedings with 1 st reading of ordinance. § 43.063(a) LGC.
12-16-16 Special meeting	COUNCIL HOLDS 2nd PUBLIC HEARING Staff presents service plan <i>34th day before 1st reading of ordinance</i>	Hold hearings on or after the 40 th day but before the 20 th day before the date of institution of annexation proceedings with 1 st reading of ordinance. LGC § 43.063(a)
01-19-17 Regular Meeting	COUNCIL CONSIDERS ANNEXATION ORDINANCE ON 1ST READING & HOLDS PUBLIC HEARING	First reading institutes proceedings for purposes of statutory time limits.
02-02-17 Regular Meeting	COUNCIL CONSIDERS ANNEXATION ORDINANCES ON 2ND READING <i>14th day from 1st reading</i>	Complete annexation proceedings within 90 days from 1 st reading. § 43.064(A) LGC.

DATE	ACTION	TIME LIMIT/NOTES
	INFORMATION TECHNOLOGY SERVICES PREPARES AMENDED CITY MAP 1. Amended City limit boundary 2. Amended City ETJ boundary	

	CITY SECRETARY SENDS NOTICES TO: TEXAS SECRETARY OF STATE 1. Copy of annexation ordinance 2. Annexation map 3. Statement that annexation is not involved in any litigation	Secretary of State certifies to U. S. Department of Commerce that annexation was valid. <i>[No citation found.]</i>
	VOTER REGISTRAR FOR BELL COUNTY 1. Map in format compatible with mapping format used by registrar's office.	Not later than the 30 th day after the date the change is adopted. § 42.0615 Election Code The County Election Administrator is the Voter Registrar for Bell County.
	STATE COMPTROLLER, SALES TAX DIVISION 1. Annexation ordinance 2. Map showing whole municipality	§ 321.102 Tax Code Delivery of notice affects implementation of tax collection.
	BELL COUNTY CLERK 1. Certified copy of annexation ordinance including legal description of annexed area.	Within 30 days after obtaining preclearance for the annexation under the Federal Voting Rights Act. § 41.0015 LGC
	BELL COUNTY CLERK 1. Certified copy of annexation ordinance 2. Copy of petition	For annexation of Sparsely Occupied Area on Petition of Area Landowners § 43.028(f)
	PUC AND FRANCHISEES Utility, telecommunication, transportation, and EMS providers	
	TxDOT If state road is affected.	
	TEXAS COMMISSION ON FIRE PROTECTION	<i>[No citation found. No information found on Commission's web site.]</i>
	U. S. BUREAU OF THE CENSUS	<i>[Or does SOS notify Bureau of the Census?]</i>

	CITY ATTORNEY SENDS INFORMATION TO U. S. ARMY CORPS OF ENGINEERS: 1. Ordinance 2. Map 3. Service plan 4. Copies of pertinent laws /regulations	If annexation affects Corps' property. Army Regulation 405-25
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TEMPLE, TEXAS, ANNEXING 60.33 ACRES OF LAND SITUATED IN THE REDDING ROBERTS SURVEY, ABSTRACT 692, BELL COUNTY, TEXAS, A PORTION OF AN 86.91 ACRE TRACT CONVEYED AS TRACT FOUR TO ROY SKAFF, AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF LEONARD APT, IN DOCUMENT NO. 2016-00009203, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, WGG Land, LLC filed a petition on November 3, 2016, seeking voluntary annexation of 60.33 acres into the City of Temple - voluntary annexation is governed by Section 43.028 of the Texas Local Government Code and applies only to the annexation of an area that is (1) less than one-half mile in width, (2) contiguous to the annexing municipality, and (3) vacant and without residents or on which fewer than three qualified voters reside;

Whereas, on November 17, 2016, the City Council adopted a resolution directing City staff to create a Municipal Service Plan and public hearing schedule to consider the annexation of the subject property - the two public hearings took place at City Council meetings held on December 15, 2016 and December 16, 2016; 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: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Part 2: The property consisting of approximately 60.33 acres of land situated in the Redding Roberts Survey, Abstract 692, Bell County, Texas, a portion of an 86.91 acre tract conveyed as Tract Four to Roy Skaff, as the Independent Executor of the estate of Leonard Apt, in Document No. 2016-00009203, Official Public Records of Real Property, Bell County, Texas, described in Exhibit 'A' attached hereto, is hereby annexed and brought within the corporate limits of the City of Temple, Bell County, Texas, and is made an integral part thereof.

Part 3: The service plan submitted in accordance with Chapter 43 of the Texas Local Government Code is hereby approved as part of this ordinance, made a part hereof and attached hereto as Exhibit "B."

Part 4: The official map and boundaries of the City of Temple are hereby amended so as to include the annexed Property as part of the City of Temple.

Part 5: The annexed Property shall be zoned at a future date, in compliance with the Zoning Ordinance of the City of Temple.

Part 6: The annexed Property shall be included in, and become a part of, the City of Temple City Council Election District Number 3.

Part 7: If the taking of any territory annexed by this ordinance is declared by a court of competent jurisdiction to be invalid and/or illegal, it shall not affect the balance of the property annexed and attempted to be annexed, and that property shall remain as part of the City of Temple, Texas. It is the intent of this ordinance that any territory that is not lawful for the City to incorporate be excluded from this annexation and that such exclusion be documented by having a qualified surveyor correct the property description of the annexed area to conform to the Council's intention and to insure that the boundary description closes.

Part 8: 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 9: 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 10: 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 Meetings.

PASSED AND APPROVED on First Reading and Public Hearing on the **19th** day of **January**, 2017.

PASSED AND APPROVED on Second and Final Reading on the **2nd** day of **February**, 2017.

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

01/19/17
Item #6
Regular Agenda
Page 1 of 4

DEPT. / DIVISION SUBMISSION & REVIEW:

Mark Baker, Senior Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING - Z-FY-17-04: Consider adopting an ordinance authorizing rezoning from Two Family zoning district to Commercial zoning district, Lot 4, Block 011, Temple Heights subdivision, located at 1107 South 53rd Street, Temple.

STAFF RECOMMENDATION: Staff recommends approval for a rezoning from Two Family district (2F) to Commercial (C) district for the following reasons:

1. The proposed rezoning is in compliance with the Future Land Use Plan's (FLUP) Auto-Urban Commercial District;
2. The proposed zoning is compatible with surrounding zoning and automotive-related uses; and
3. Public facilities are available to serve the subject property.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their December 19, 2016 meeting, the Planning & Zoning Commission voted seven to zero to recommend approval of the proposed rezoning from Two-Family district to Commercial district.

ITEM SUMMARY: The applicant, Neil Wisener requests rezoning of one lot (Lot 4, Block 011, Temple Heights subdivision) from Two-Family dwelling to Commercial for expansion of existing automotive uses. Lot 4 is approximately 0.16 +/- acres (7,000 square feet) in area. This request is the third in the immediate area within four years, the last two of which were from the same applicant (Z-FY-16-08 & Z-FY-12-22). Both of these previous requests were from the Two-Family district to Commercial zoning district.

Most recently, Ordinance 2016-4752 was approved on February 2, 2016 to rezone the property immediately to the south of the requested parcel, from Two Family district to Commercial district for prospective automotive uses. To date, the property has not been redeveloped.

Additionally, the same applicant, per Ordinance 2012-4518, received approval, for Lots 9-12, Block 017, Temple Heights subdivision to rezone from Two Family Dwelling district to Commercial district. Similarly, both of these zoning cases were requested to accommodate automotive uses, as well.

This current request would convert the last remaining 2F-zoned parcel to C zoning on this block, west of the alley, which has been established west of South 51st Street and more specifically west of the mid-block alley between South 51st Street and South 53rd Street and continuing westward toward Interstate 35.

The only remaining 2F-zoned properties are the three parcels across from the subject property which are currently occupied by single family residential uses.

A staff initiated neighborhood land use inventory was created during the review of the adjacent zoning case Z-FY-16-08. The inventory has been updated and attached which shows existing uses within a one-half to one block radius of the subject property. The inventory continues to suggest that while the area was initially developed with detached single family residences in the first-half of the 20th Century, the area is transitioning to more intensive commercialized uses, namely automotive related uses. This continues to support recent changes to surrounding zoning, the current request is consistent with the underlying Future Land Use designation of Auto-Urban Commercial.

Relative to the requested zoning of commercial, according to UDC Section 4.3.18:

The Commercial zoning district permits all retail and most commercial land uses including auto dealerships with complete servicing facilities, building material sales, light manufacturing and heavy machinery sales and storage. The Commercial zoning district is intended to serve Citywide or regional service areas. This district should be located along major highways and should provide total on-site traffic maneuvering such that traffic entering and existing the facility should have room to turn, queue for parking area and park within the confines of the facility. This district should be located away from low and medium density residential development.

While commercial uses, specifically, automotive uses have been established along the adjacent local roads, additional commercial uses may complicate the infrastructure inadequacies. Commercial uses are more acceptable along thoroughfares and arterial streets and the subject property is one full block removed from West Avenue M, a collector street. While the introduction of additional commercial zoning is still consistent with the surrounding zoning, this block of South 53rd street, containing the subject property is problematic, since concerns have been identified relative to compliance to the Thoroughfare Plan and the adequacy of the existing roadway infrastructure. See additional discussion about the Thoroughfare Plan later in this report.

Although it is anticipated the property will be expanded by the neighboring Wisener Automotive facility, there are a number of residential and non-residential uses that are permitted by right in the Commercial zoning district. It should be noted that while the Commercial zoning district permits a wide range of uses either by right or with a Conditional Use Permit, not all uses can be accommodated on the subject property, if they do not meet development standards. The attached use table shows a number of permitted and Conditional uses in the "2F" and "C" zoning districts.

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

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

The property is within the Auto-Urban Commercial land use district. The Auto-Urban Commercial district is intended for the majority of the areas identified for commercial use, generally concentrated at intersections versus strip development along the major roads. As discussed in the Item Description of this report, an inventory supporting rezoning efforts from a multi-family district to a Commercial district have transitioned the area to commercialized uses, namely those of an automotive nature. This transitioning is supported by the underlying FLUM, Auto-Urban Commercial district. Therefore, the requested Commercial zoning district is in compliance with the Auto-Urban Commercial district.

Thoroughfare Plan (CP Map 5.2)

The requested property fronts on both South 53rd Street and West Avenue L. Both streets are identified in the Thoroughfare Plan as local streets. No additional improvements are anticipated. However, as local streets, a minimum 31 feet of pavement is required.

According to the Temple Comprehensive Plan “Choices 08” – Land Use Policy No. 13, which states that commercial development should be concentrated in nodes at major intersections and other appropriate locations along highway frontages and primary roadways to maintain safe and efficient traffic flow on major roads. This is not being achieved since both South 53rd Street and West Avenue L are local streets rather than collector or arterial streets. This deficiency could be problematic particularly since the applicant is proposing expansion to an existing automotive use but in general the proposed Commercial zoning will introduce the potential for more intensive uses in the neighborhood.

Further, as described in UDC Section 4.3.16, there are retail and service zoning districts, such as the Neighborhood Service district, that are intended to be located at the corners of collector and local streets which serve neighborhoods. This is further indicative that local streets are not appropriate for commercial traffic.

Per the attached table, according to the trip generation values identified in the 9th Edition of the Institute of Transportation Engineers manual, the potential peak-hour trip rates associated with automotive uses, such as a care center or parts and service center, would likely increase traffic onto a local street, compared with a two-family residential use that is typical with the 2F district, such as a duplex.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available to the subject property through an existing 6-inch sewer line in the alley between South 53rd Street & South 51st Street. Water is available through an existing 12” water line in South 53rd Street and a 6” water line in West Avenue L.

Temple Trails Master Plan Map and Sidewalks Ordinance

The Trails Master Plan does not identify any trails on either West Avenue L or South 53rd Street. Since both roads are identified as local roads, no sidewalks are required. However, existing sidewalk will need to remain or be replaced if disturbed by any future development or expansion.

BUFFERING AND SCREENING: Buffering and screening are required per UDC Section 7.7.4. Buffering and screening may consist of evergreen hedges composed of five gallon plants or larger, with a planted height of six feet on 36-inch centers. Buffering may also consist of a six foot to eight foot high fence or wall, constructed by any allowed materials per UDC Section 7.7.5, to include but not limited to:

1. Wood,
2. Masonry,
3. Stone or pre-cast concrete

PUBLIC NOTICE: Sixteen notices, representing 11 property owners within 200-feet of the subject property were sent notice of the public hearing as required by State law and City Ordinance. As of Tuesday January 10, 2017 at 9:00 AM, six notices in agreement, represented by two property owners have been received. No notices in disagreement have been received.

The newspaper printed notice of the public hearing on December 8, 2016, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Boundary Survey \(Exhibit A\)](#)

[Photos](#)

[Maps](#)

[Tables](#)

[Neighborhood Land Use Inventory](#)

[Ord 2016-4752](#)

[Ord 2012-4518](#)

[P&Z Excerpts \(Dec 19, 2016\)](#)

[Ordinance](#)

(60' ROW) (Asphalt Surface)
AVENUE K
Vol. 195, Pg. 634

(60' ROW) (Asphalt Surface)
1105 S. FIFTY THIRD ST.
Vol. 195, Pg. 634

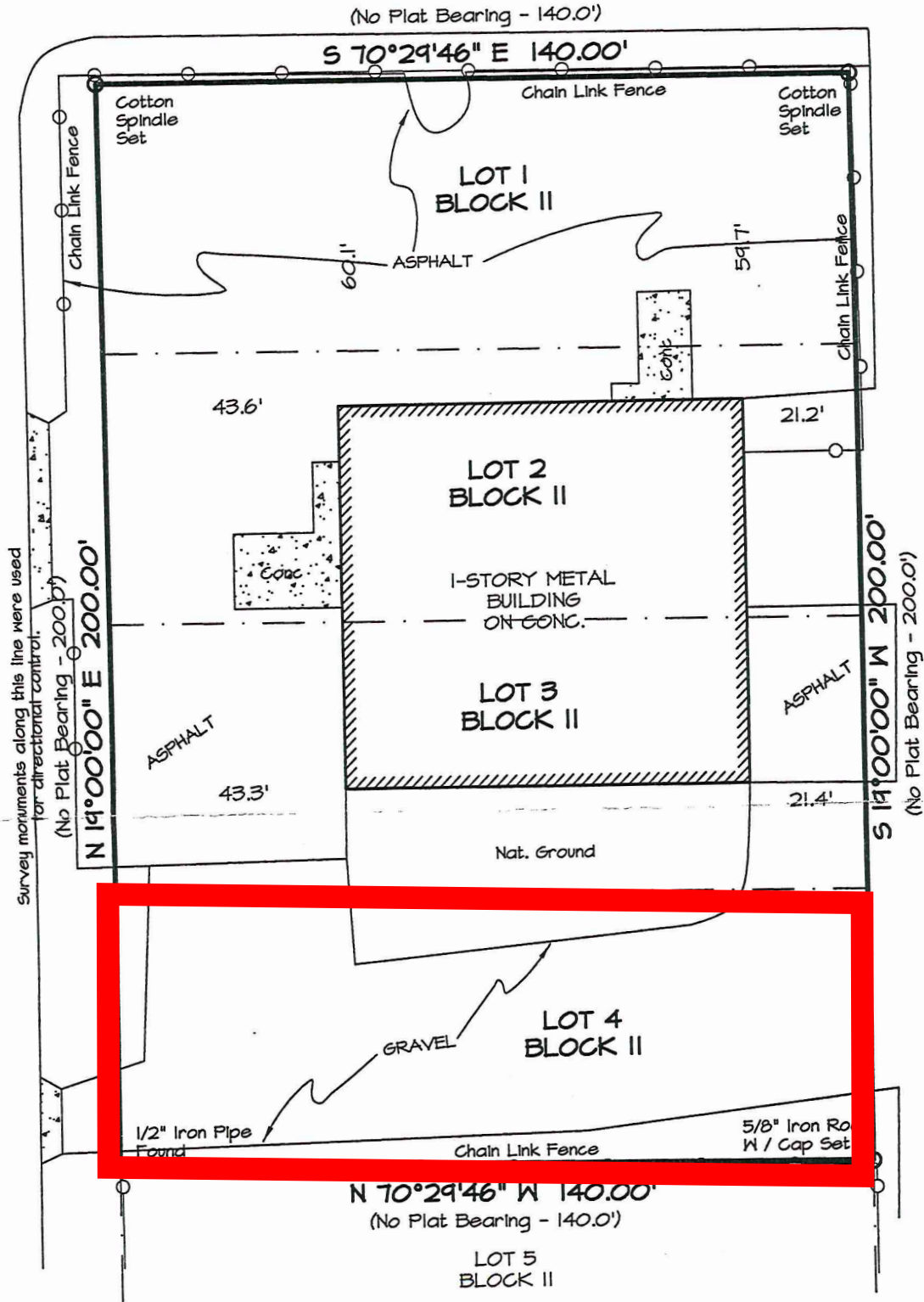


Exhibit A

Site & Surrounding Property Photos



**Site: Undeveloped – Currently used for Parking
(2F)**



**North: Existing Automotive Uses
(C)**



East: Alleyway Behind Subject Property



East: Alleyway Behind Subject Property (from W. Ave K)



**East: Existing Residential Uses Associated with Faith Baptist Church
(Seen from Alley)
(2F)**



**East: Existing Residential Uses Associated with Faith Baptist Church
(Seen from South 51st Street)
(2F)**

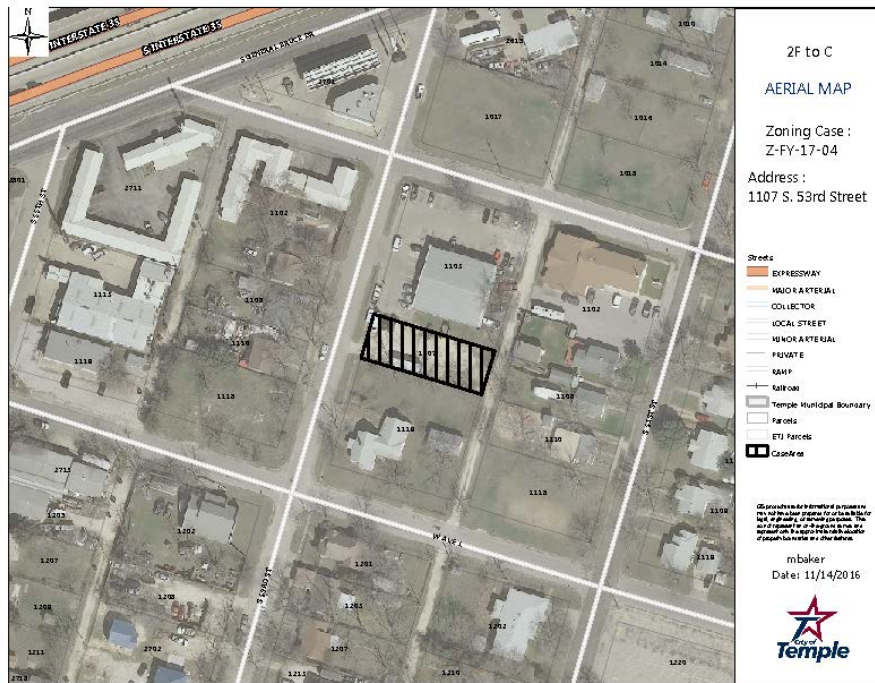


**West: Existing Residential Uses along South 53rd Street
(2F)**

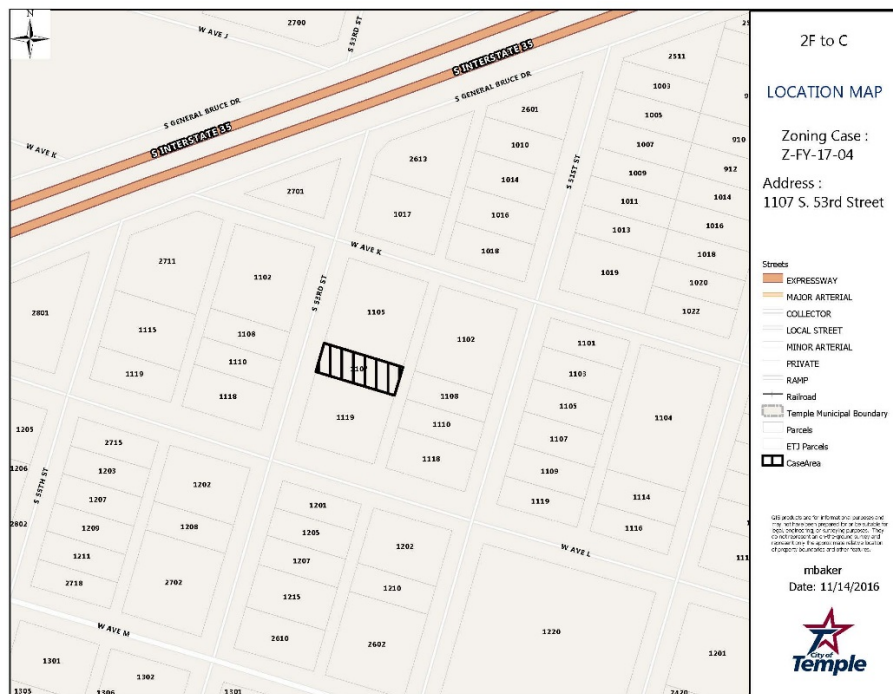


**South: Unoccupied Single-Family Residence
(C)**

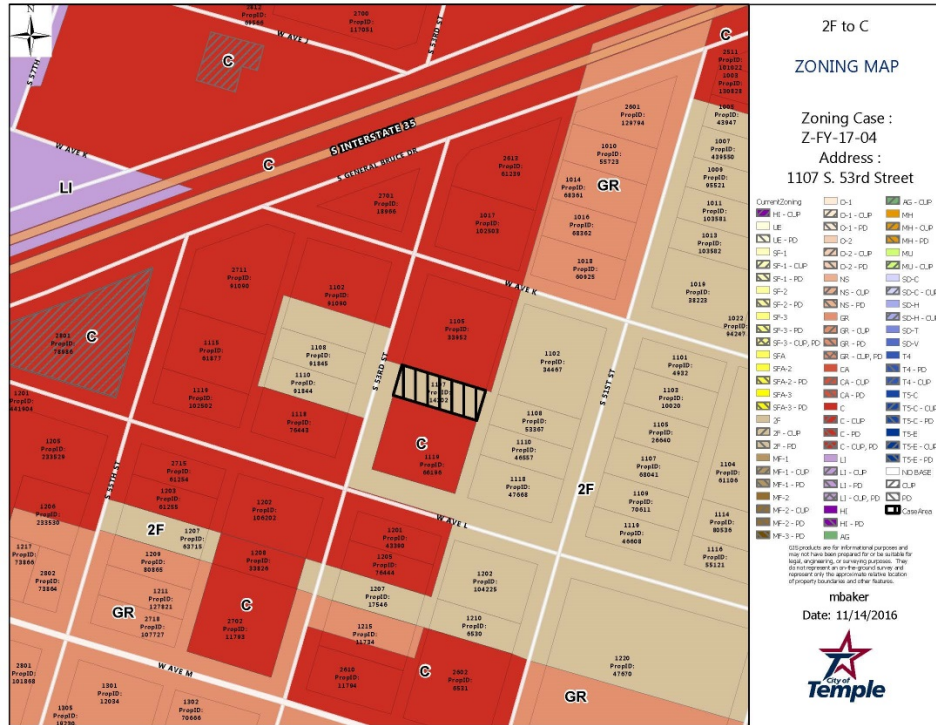
Maps



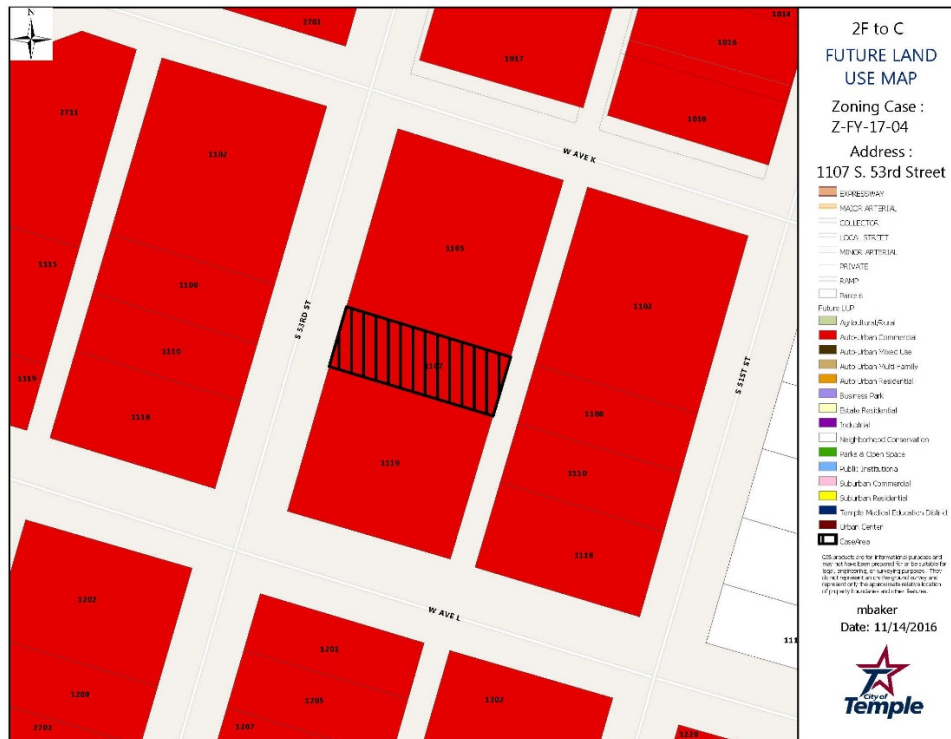
Aerial Map



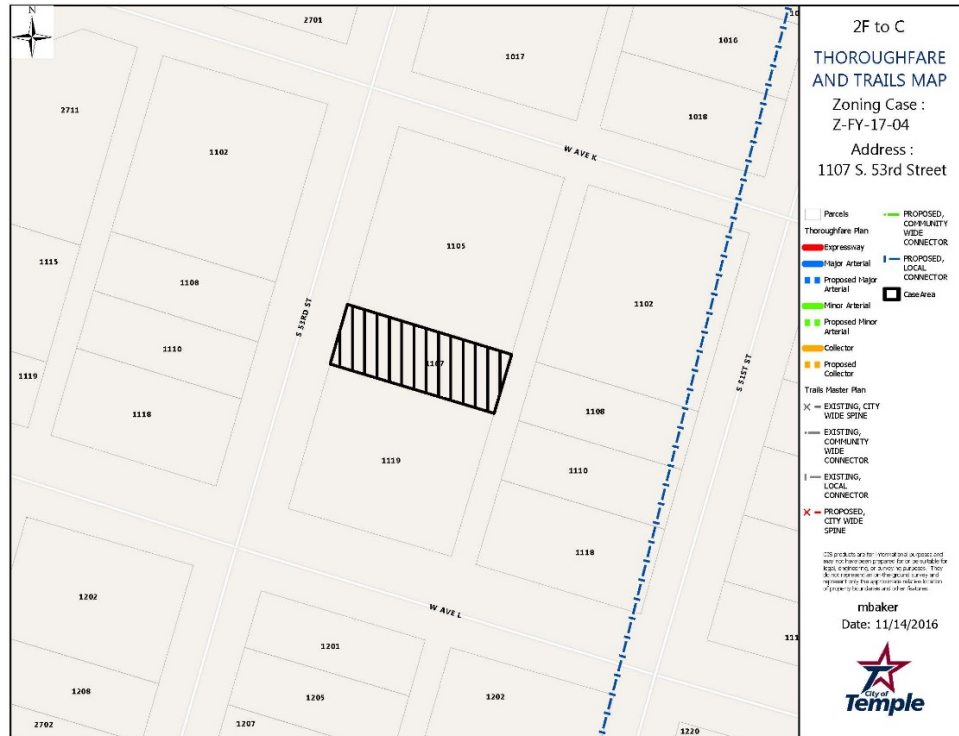
Location Map



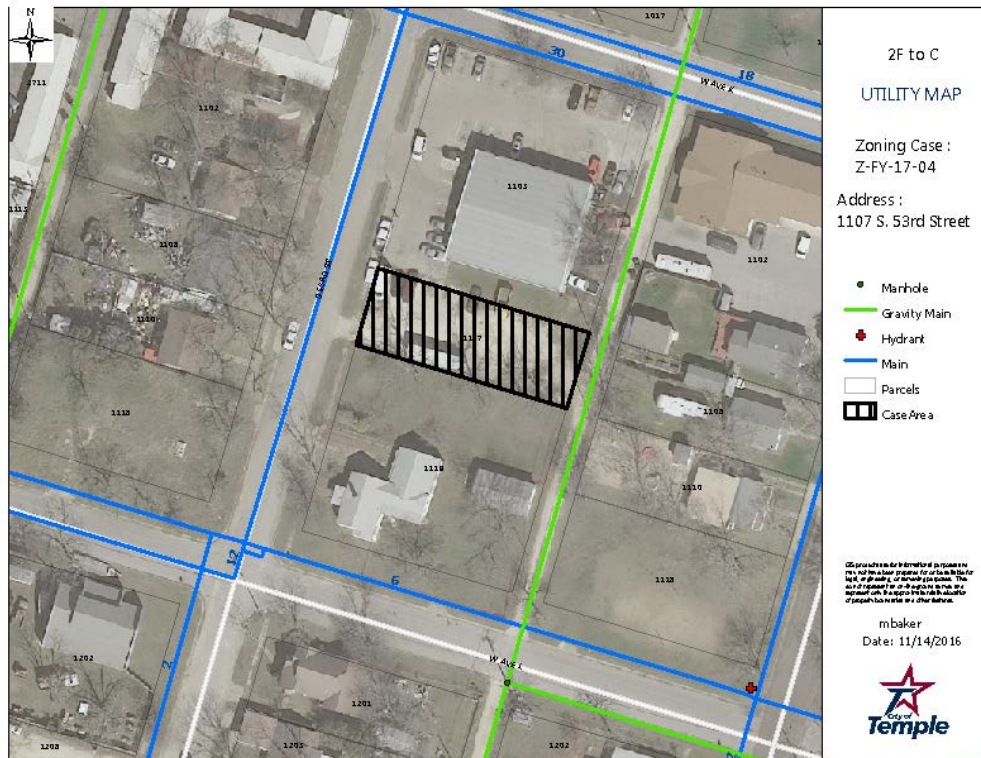
Zoning Map



Future Land Use Map



Thoroughfare & Trails Map



Utility Map

Tables

Permitted & Conditional Uses Table (Comparison between 2F & C)

Use Type	Two Family (2F) Existing	Commercial (C) Proposed
Agricultural Uses	* Farm, Ranch or Orchard	* Same as 2F * Livestock Auction (CUP)
Residential Uses	* Single Family (Detached & Attached) * Industrialized Housing * Family or Group Home	* Same as 2F * Duplex * Townhouse * Family or Group Home (CUP)
Retail & Service Uses	* None	* All Retail & Service Uses * Veterinary Hosp. (Kennels (CUP)
Commercial Uses	* None	* All Commercial Uses * Bakery / Confectionary * Cabinet Shop * Open Storage of furniture, appliances or machinery
Industrial Uses	* Temporary Asphalt & Concrete Batching Plat (CUP)	* Same as 2F * Laboratory Manufacturing * Storage Warehouse * Wholesale storage & sales
Recreational Uses	* Park or Playground	* Same as GR * All Alcohol (On Premise Consumption) > 75% (CUP)
Vehicle Service Uses	* None	* Auto Leasing, Rental * Auto Sales - New & Used * Car Wash * Vehicle Servicing (Minor)
Restaurant Uses	* None	* With & Without Drive-In
Overnight Accommodations	* None	* Hotel or Motel
Transportation Uses	* None	* Emergency Vehicle Service

Surrounding Property Uses

	<u>Surrounding Property & Uses</u>		
<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Auto-Urban Commercial	2F	
North	Auto-Urban Commercial	2F & C	Commercial Uses
South	Auto-Urban Commercial	2F, C & GR	Commercial Uses
East	Auto-Urban Commercial	2F	Single Family Uses & Existing Businesses
West	Auto-Urban Commercial	C	Commercial Uses

Comprehensive Plan Compliance

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use Map	YES
CP	Map 5.2 - Thoroughfare Plan	NO
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		

Development Standards

	<u>Current (2F)</u> <u>Detached SF Res</u>	<u>Proposed (C)</u> <u>Non-Res</u>
Minimum Lot Size	6,000 SF	N/A
Minimum Lot Width	50	N/A
Minimum Lot Depth	100	N/A
Front Setback	25 Feet	30 Feet Centerline (UDC Sec. 4.4.4F.d)
Side Setback	5 Feet	0 Feet
Side Setback (corner)	15 Feet	0 Feet
Rear Setback	10 Feet	0 Feet
Max Building Height	2 1/2 Stories	* ALH
* ALH - Any Legal Height not Prohibited by other Laws		

Peak Hour Trip Rates Table

<u>Peak Hour Trip Rates Table (9th Ed. ITE Manual)</u>	
<u>Use</u>	<u>Peak Hour Trip Rate</u>
Single Family Detached Residence	1.00 per DU
Automotive Care Center	3.11 (Per 1,000 S.F.)
Automotive Parts & Service Center	4.46 (Per 1,000 S.F.)
Quick Lubrication Vehicle Stop	5.19 (Per Service Bay)

[illegible]

NR = Other Non-Residential Use

R = Residential Use

ORDINANCE NO. 2016-4752

(PLANNING NO. Z-FY-16-08)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM TWO FAMILY DISTRICT TO COMMERCIAL DISTRICT, ON LOTS 5 AND 6, BLOCK 011, TEMPLE HEIGHTS, LOCATED AT 1119 SOUTH 53RD STREET; 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 rezoning from Two Family district to Commercial district on lots 5 and 6, block 011, Temple Heights, located at 1119 South 53rd Street, as outlined in the map attached hereto as Exhibit 'A.'

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

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.

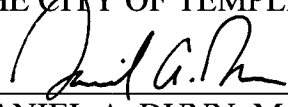
Part 4: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance was 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 **4th** day of **February**, 2016.

PASSED AND APPROVED on Second Reading on the **18th** day of **February**, 2016.

THE CITY OF TEMPLE, TEXAS


DANIEL A. DUNN, Mayor

APPROVED AS TO FORM:


Kayla Landeros
City Attorney

ATTEST:


Lacy Borgeson
City Secretary



LOCK MAP SYSTEM OF BELL COUNTY, TEXAS

CITY OF TEMPLE

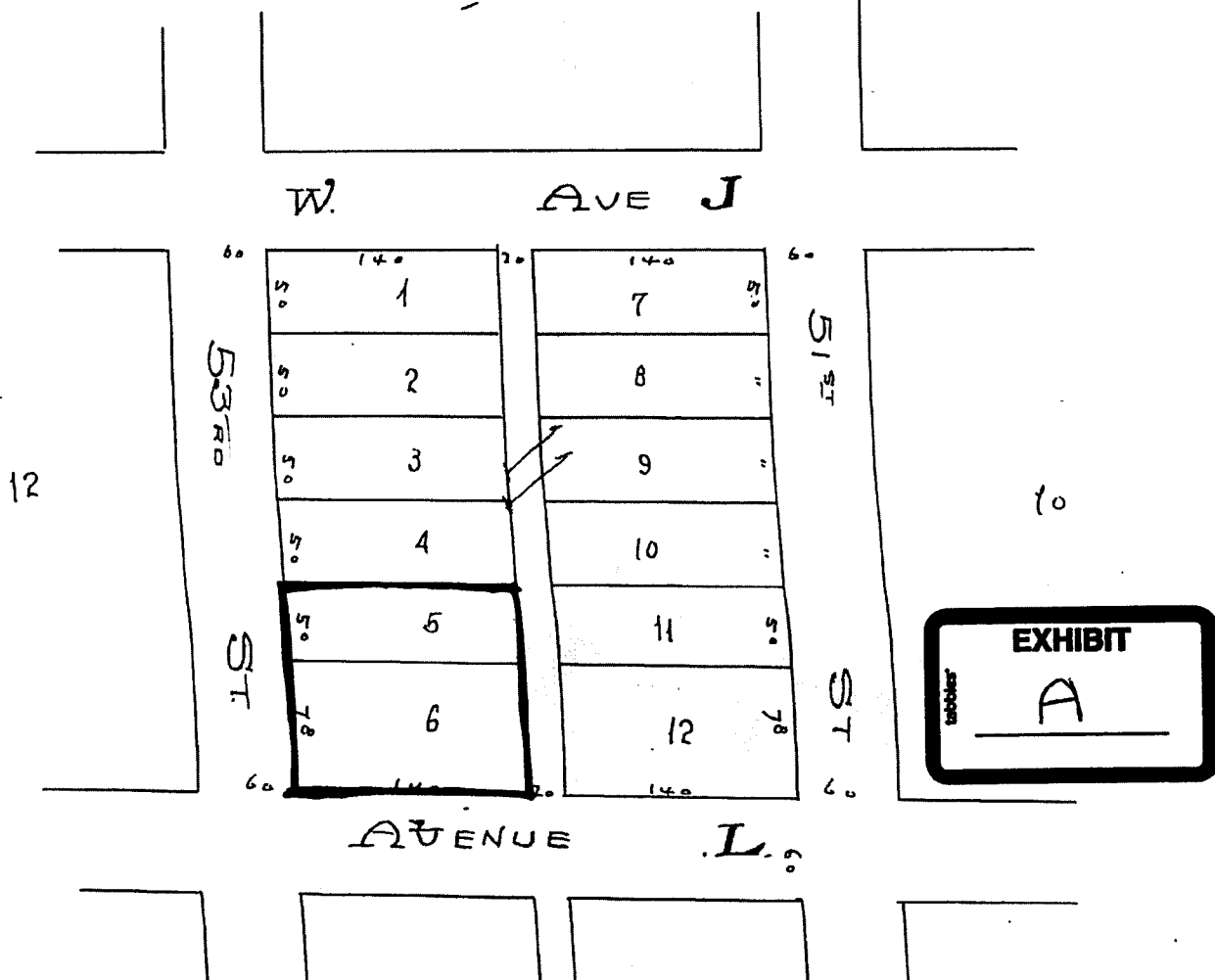
CITY BLOCK No. _____

CITY ADDITION TEMPLE HEIGHTS

OLD BLOCK No. 11

SCALE 100ft-1 INCH

-15-



ORDINANCE NO. 2012-4518

[PLANNING NO. Z-FY-12-22]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING A ZONING CHANGE FROM TWO FAMILY DISTRICT (2F), GENERAL RETAIL (GR), AND GENERAL RETAIL WITH A CONDITIONAL USE PERMIT (GR-CUP) TO COMMERCIAL DISTRICT (C), ON LOTS 9-12, BLOCK 17, TEMPLE HEIGHTS ADDITION, LOCATED AT 1208 AND 1210 SOUTH 53RD STREET AND 2702 AND 2706 WEST AVENUE M; 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 Two Family District (2F), General Retail (GR), and General Retail with a Conditional Use Permit (GR-CUP) to Commercial District (C) on Lots 9 - 12, Block 17, Temple Heights Addition, located at 1208 and 1210 South 53rd Street and 2702 and 2706 West Avenue M, and more fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

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

Part 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such phrase, clause, sentence, paragraph or section.

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

Part 5: It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading and Public Hearing on the 1st day of March, 2012.

PASSED AND APPROVED on Second Reading on the 15th day of March, 2012.

THE CITY OF TEMPLE, TEXAS




WILLIAM A. JONES, III, Mayor

ATTEST:


Lacy Borgeson
City Secretary

APPROVED AS TO FORM:


Jonathan Graham
City Attorney



3 Separate Notices Received

RESPONSE TO PROPOSED REZONING REQUEST CITY OF TEMPLE

FAITH BAPTIST CHURCH
1102 S 51ST ST
TEMPLE, TX 76504-6412

Zoning Application Number: Z-FY-17-04

Case Manager: Mark Baker

Location: 1107 South 53rd Street

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

I ☒ agree

() disagree with this request

Comments:

Signature

Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, mbaker@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **December 19, 2016**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

RECEIVED

DEC 15 2016

City of Temple
Planning & Development

Number of Notices Mailed: 16

Date Mailed: December 8, 2016

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



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

HARRISON, DAVID ETAL TRUSTEES
FOR FAITH BAPTIST CHURCH
1102 S 51ST ST
TEMPLE, TX 76504-6412

Zoning Application Number: Z-FY-17-04

Case Manager: Mark Baker

Location: 1107 South 53rd Street

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

I ☒ agree

() disagree with this request

Comments:

Mike D. Lewis

Signature

Mike D. Lewis

Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, mbaker@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **December 19, 2016**.

**City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501**

RECEIVED
DEC 15 2016
City of Temple
Planning & Development

Number of Notices Mailed: 16

Date Mailed: December 8, 2016

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



2 Separate Notices Received

RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

MILLER, KARL G ETUX CAROLYN D
1358 EAGLE BLUFF DR
TROY, TX 76579-3337

Zoning Application Number: Z-FY-17-04

Case Manager: Mark Baker

Location: 1107 South 53rd Street

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

I ☒ agree

() disagree with this request

Comments:

RECEIVED

DEC 16 2016

City of Temple
Planning & Development

Carol Miller
Signature

Carolyn Miller
Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, mbaker@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **December 19, 2016**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 16

Date Mailed: December 8, 2016

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.



RESPONSE TO PROPOSED
REZONING REQUEST
CITY OF TEMPLE

MILLER, KARL & CAROLYN
1358 EAGLE BLUFF DR
TROY, TX 76579

Zoning Application Number: Z-FY-17-04

Case Manager: Mark Baker

Location: 1107 South 53rd Street

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

I ☒ agree

() disagree with this request

Comments:

RECEIVED

DEC 16 2016

City of Temple
Planning & Development



Signature

Karl Miller

Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, mbaker@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **December 19, 2016**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 16

Date Mailed: December 8, 2016

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 19, 2016**

ACTION ITEMS

Item 32: Z-FY-17-04 – Hold a public hearing to consider and recommend action on a rezoning from Two Family (2F) zoning district to Commercial (C) zoning district, Lot 4, Block 011, Temple Heights Subdivision, located at 1107 South 53rd Street, Temple, Texas.

Commissioner Armstrong informed the P&Z Commission he would be abstaining from this item.

Mr. Mark Baker, Senior Planner, stated this item is scheduled to go forward to City Council for first reading on January 19, 2017 and second reading on February 2, 2017.

Vicinity and aerial maps shown.

This request is for the rezoning of approximately 7,000 square feet, on Lot 4, Block 011, of the Temple Heights Subdivision and is being proposed for Commercial “C” zoning. It is anticipated for the expansion of the adjacent automotive-related uses.

This is the third rezoning request along South 53rd Street in four years (Ord. No. 2016-4752, and Ord. No. 2012-4518, both from the same applicant).

Zoning map shown. Commercial zoning lies to the north, west, and south, which are primarily automotive-related uses established on South 53rd Street.

The Unified Development Code (UDC) Section 4.3.18 does caution that C zoning should be on major highways, away from low and/or medium density housing. The request is in compliance.

The Future Land Use and Character Map designates the subject property as Auto-Urban Commercial which is intended for areas of commercial use, it does support the C zoning, and does allow automotive-related uses. The request is in compliance.

Both water and sewer are available along South 53rd Street as well as the alley to serve the subject property.

The Thoroughfare Plan designates South 53rd Street, West Avenue L, and West Avenue K as Local Streets.

The Comprehensive Plan “Choices 08”, specifically Land Use Policy No. 13, does identify commercial development at major intersections and other appropriate locations along highway frontages.

In accordance with the UDC Section 4.3.16 – Retail and Service uses are better suited for local and collector streets.

Peak Hour Trip Rates were provided to the Commission, specifically for impacts from automotive-related uses which are more intensive than 2F dwellings on Local Streets. The request is not in compliance with the Thoroughfare Plan.

Existing Land Use inventory for the surrounding area is shown and briefly discussed.

Surrounding properties include existing automotive service uses, zoned C, to the north; vacant single family use (Ordinance No. 2016-4752), zoned C, and existing automotive service uses, zoned C, to the south; existing single family uses, zoned Two Family (2F), to the west, and existing single family residential uses (owned by Faith Baptist Church) fronting on South 51st Street, zoned 2F, to the east.

Comparison chart for allowed and prohibited uses are given for 2F and C.

Current and proposed Development Standards are given. The proposed C zoning would require a 30-foot centerline for the front setback (UDC Sec. 4.4.4F.d) as opposed to the current zoning of 2F which requires a 25-foot front setback.

Per UDC Section 7.7.4 – Buffering and screening is required and may consist of either evergreen hedges composed of five-gallon plants or larger, with a planted height of six-feet on 36-inch centers or may consist of a six-foot to eight-foot high fence or wall, constructed by any number of allowed materials per UDC Section 7.7.5, such as:

- Wood
- Masonry
- Stone or pre-cast concrete

Eighteen notices were mailed in accordance with all state and local regulations with six notices returned in agreement and zero notices in disagreement.

The request is in compliance with the Future Land Use and Character Map, is compatible with surrounding uses and zoning, and public facilities are available to serve the property.

The request is not in compliance with the Thoroughfare Plan.

Staff recommends approval of the request for a rezoning from Two Family (2F) to Commercial (C).

Chair Rhoads asked if the property directly south of the subject property is owned or affiliated with Caliber Collision. Mr. Baker responded that he was uncertain of that ownership.

Chair Rhoads opened the public hearing.

Mr. Neil Wisener, 1107 South 53rd Street, Temple, Texas, stated he was the owner of Wisener Auto Clinic. It was originally Frost Automotive with the current building and the subject property. It was purchased with the intention of developing onto the existing building and growing the business.

Mr. Wisener stated they redesigned the entrance/exit to the building due to equipment improvements. The existing connex on the property is being used for tire storage.

There being no further speakers, the public hearing was closed.

Commissioner Crisp made a motion to approve Item 3, Z-FY-17-04, and Vice-Chair Fettig made a second.

Motion passed: (7:0:1)

Commissioner Armstrong abstained; Commissioner Ward absent

Commissioner Armstrong returns and Commissioner Ward arrives to the meeting at 5:54 p.m

ORDINANCE NO. 2017-4821
(Z-FY-17-04)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM TWO FAMILY (2F) ZONING DISTRICT TO COMMERCIAL (C) ZONING DISTRICT, LOT 4, BLOCK 011, TEMPLE HEIGHTS SUBDIVISION, LOCATED AT 1107 SOUTH 53RD STREET, TEMPLE, BELL COUNTY, TEXAS; 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 rezoning from Two Family (2F) zoning district to Commercial (C) zoning district on Lot 4, Block 011, Temple Heights subdivision, situated in the City of Temple, Bell County, Texas, located at 1107 South 53rd Street, as outlined in the surveyor's sketch attached as Exhibit 'A,' and field notes attached hereto, and made a part hereof for all purposes.

Part 2: Staff recommends approval for a rezoning from Two Family (2F) zoning district to the Commercial (C) zoning district.

Part 3: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

Part 4: 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 5: 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 6: It is hereby officially found and determined that the meeting at which this Ordinance was 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 **19th** day of **January**, 2017.

PASSED AND APPROVED on Second Reading on the **2nd** day of **February**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/19/17
Item #7
Regular Agenda
Page 1 of 3

DEPARTMENT / DIVISION SUBMISSION & REVIEW:

Dessie Redmond, Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING - Z-FY-17-06: Consider adopting an ordinance authorizing a rezoning from the Commercial zoning district to the Multi-Family Two zoning district, on 0.928 +/- acres, Lots 1-6, Pt. 7, Eastern Hills Subdivision, located at 715 North 20th Street, Temple.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their December 19, 2016 meeting, the Planning & Zoning Commission voted nine to zero to recommend approval of the proposed rezoning as presented by staff.

STAFF RECOMMENDATION: Based on the following compliance factors, staff recommends approval for a rezoning from the C zoning district to the MF-2 zoning district:

1. Surrounding zoning;
2. Existing multi-family use on the property;
3. Availability of public facilities to serve the subject property.

ITEM SUMMARY: The subject property contains .93 +/- acres, (attachments: Surveyor Sketch). The property is currently developed with an existing multi-family use (ten units, one-story apartment building) and two surface parking areas. There is some vacant space at the north and south portions of the subject property. The applicant is proposing to utilize the vacant space to the south for an additional one-story, apartment building with six attached units. The additional six units will not be attached to the existing ten unit apartment building.

The property was originally platted in 1971 (attachments: Eastern Hills Plat Section I). At that time the plat showed the subject property as residential lots. It also shows East Houston Avenue continuing east along the north abutting property and East Garfield Avenue continuing along the south abutting property. The property was re-platted and zoned Commercial at an unknown date. In 1986, the existing 10 unit apartment complex was built. The UDC (adopted in 2010) prohibits multi-family use in a C zoning district. Therefore, the request for a rezoning to MF-2, which permits multi-family by right, brings the subject property's use into compliance with the UDC zoning requirements.

There is an existing 20 foot wide utility easement that runs west-east through the middle of the property which is also shown on the original plat. A portion of the existing apartment building was built within this easement (attachment: Existing Easement). This proposal does not include renovation to said building and therefore, the applicant is not required to abandon this easement at this time. However, this may be a requirement in the future if said building is renovated.

There are other residential and non-residential uses that are permitted in the MF-2 zoning district. The proposed MF-2 zoning district is more restrictive than the existing C zoning district. A Use Comparison Summary Table is located in the attachments.

To the north is a large, undeveloped, residential parcel of property. The properties to the east are also undeveloped, residential properties with the MF-2 zoning district. To the south is a single-family residence and to the west is a vacant lot and a single-family residence lot (attachments: Surrounding Property & Uses Table).

COMPREHENSIVE PLAN (CP) COMPLIANCE: The proposed rezoning relates to the following goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan. A table summarizing the following discussion is attached: Comprehensive Plan Compliance Summary Table.

Future Land Use Map (CP Map 3.1)

The subject property is within the Auto-Urban Residential character district. This character district is intended for smaller single-family lots. This rezoning request does not comply with the Auto-Urban Residential character district. However, this is an existing multi-family use on the subject property.

Thoroughfare Plan (CP Map 5.2)

The subject property is accessed off of North 20th Street which is designated as a local street in our Thoroughfare Plan. A local street requires 50 feet of right-of-way and 31 feet of pavement. Currently, there appears to be approximately 35 feet of right-of-way and 20 feet of pavement. Therefore, this request does not comply with our Thoroughfare Plan. However, the subject property includes 10 single-story units and therefore, is considered a low intensity apartment complex.

Temple Trails Master Plan Map and Sidewalks Ordinance

The Trails Master Plan does not identify any existing or proposed trails on or abutting the subject property. Therefore, the Trails Master Plan is not applicable to the subject property.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available to the subject property through an existing 12-inch sewer line that runs along North 20th Street. Water is available to the site through a 2-inch line that runs along the alley between East Houston Avenue and East Garfield Avenue. There is also an existing 6-inch water line that runs along East Houston Avenue. There are public facilities available to the site and therefore, the request complies with the City's public service capacities.

DEVELOPMENT REGULATIONS: A comparison summary table for residential dimensional standards in the C & MF-2 zoning districts is located in the attachments (Residential Dimensional Standards Comparison Table).

PUBLIC NOTICE: Twenty-nine property owners within 200-feet of the subject property were sent notice of the public hearing as required by state law and city ordinance. As of Monday, January 9, 2017, one notice has been returned in disagreement of the case. No other letters have been received.

The newspaper printed notice of the public hearing on December 8, 2016, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

Site and Surrounding Property Photos

Surveyor Sketch

Eastern Hills Plat Section 1

Existing Easement

Location Map / Aerial

Zoning Map / Future Land Use Map

Thoroughfare & Trails Map / Utility Map

Notification Map

Use Comparison Summary Table

Surrounding Properties & Uses Table / Comprehensive Plan Compliance Summary Table /

Residential Dimensional Standards Comparison Table

Returned Property Owner Letter

December 19, 2016 Planning & Zoning Commission meeting excerpts

Ordinance

Site Photos



Standing on N. 20th Street looking east onto the existing apartment building.



Property to the north of subject property (vacant).

Site Photos



Property to the south (existing residence).



Property to the west (existing residence).

[illegible]

Plot Date:	04-22-2016
Survey completed	04-13-2016
Scale:	1" = 20'
Job No.	160727
Dwg No.	160727
Drawn by	SLH
Surveyor	CCL #4636

Section I

Comprised of 4.039 Acres on the M. Moreno Survey, A-14, and the land herein described being a part of that certain tract described as 15 acres in a deed from Ethan El Hander to F. J. Hander, said deed being of record in Vol. 870, Page 595, Deed Records of Bell County, Texas.

Recommended for final approval:

Harold E. McClell 9/13/71
City Engineer

Approved:

Sam Woodhouse
Chairman, Planning and Zoning Board, Temple, Texas

Robert L. Lucas
Supt. Water and Sewer Dept.

I, Carl Pearson, do hereby certify that the monuments are in place according to City of Temple Specifications.

Carl B. Pearson, P.E.

I, Carl Pearson, Registered Professional Engineer do hereby certify that this plat represents the survey and subdivision of 4.039 acres on the M. Moreno Survey, A-14, Bell County, Texas.



Carl B. Pearson, P.E.

I hereby certify that the above and foregoing plat of Eastern Hills Section I to the City of Temple, Texas was approved by the Board of Commissioners of the City of Temple on the 16th day of September, 1971.

This approval shall be invalid unless the approved plat of such addition is recorded in the office of the County Clerk of Bell County, Texas within thirty (30) days from said date of final approval.

Said addition shall be subject to all the requirements of the Platting Ordinance of the City of Temple.

Witness my hand this 16th day of September, 1971.

Charles J. Thompson
City Controller

TAL-GIN HEIGHTS

MC CELVEY

EASTERN HILLS
(FUTURE)



Note: All easements shown are 10' wide of the rear and 5' wide at the sides of the lots, unless otherwise noted. Building setback lines are 25' minimum at front street and 15' minimum at side street.

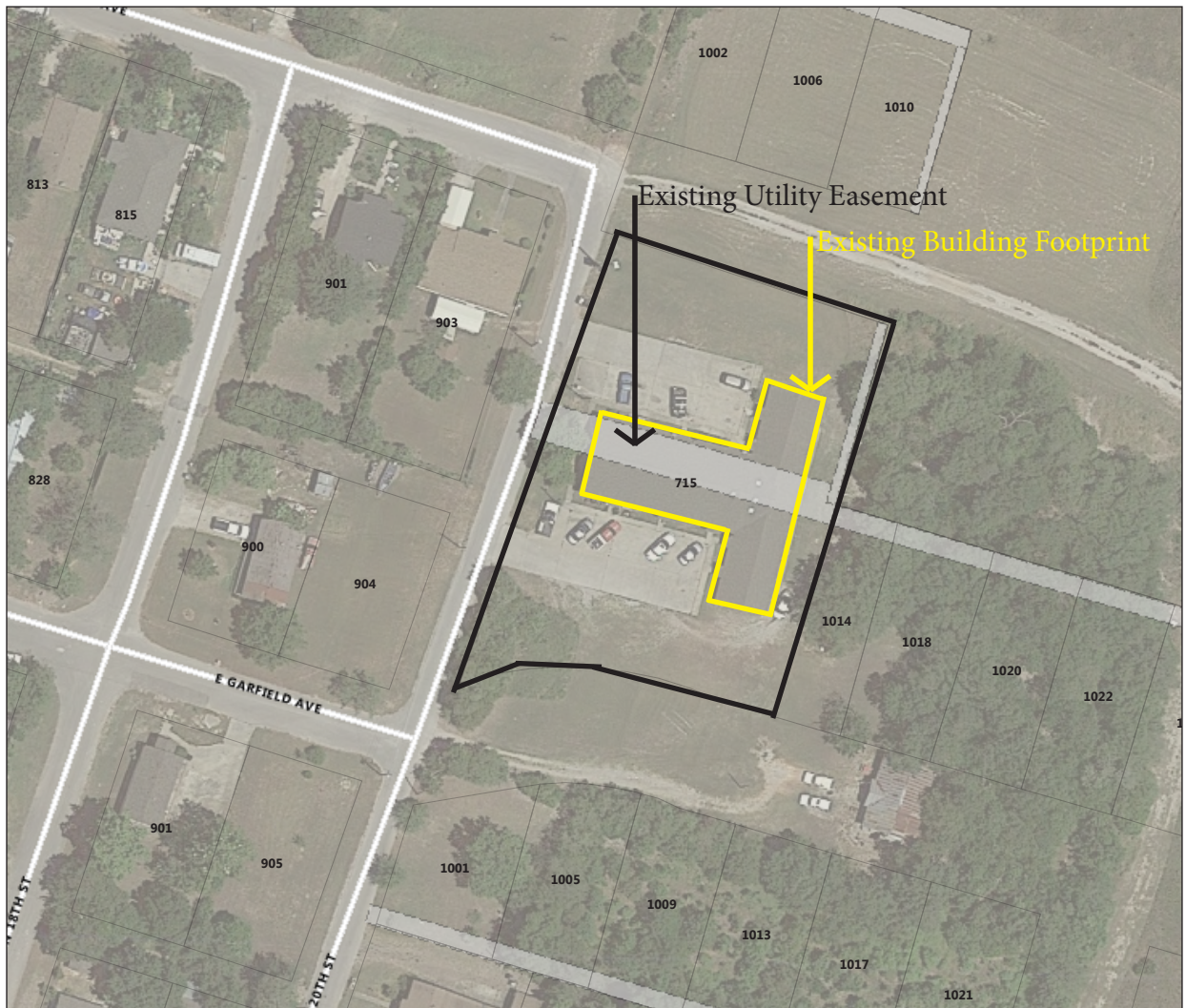
Plat Records - Vol. 2, Pg. 42

Deed Records - Vol. 1168, Pg. 195

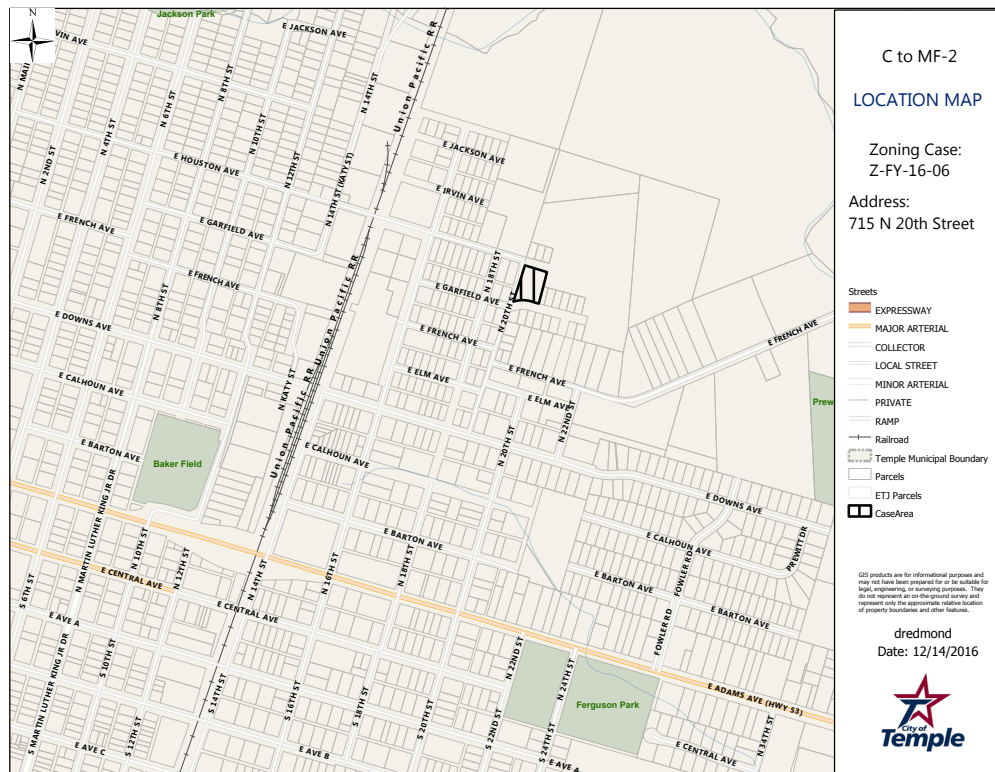
EASTERN HILLS
SECTION I
Temple, Texas

Tesco, Inc.	Developers
Fred Williamson & Assoc., Inc.	Surveyors
1 June, 1971	1"=100'
	3963-G

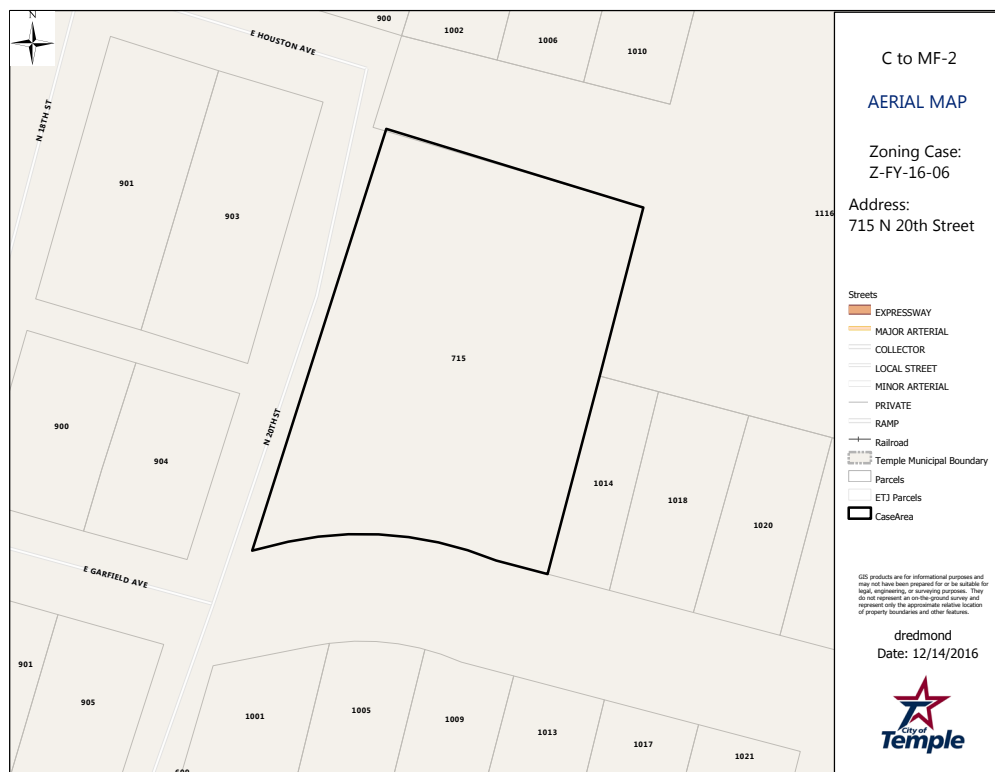
Eastern Hills Plat Section I



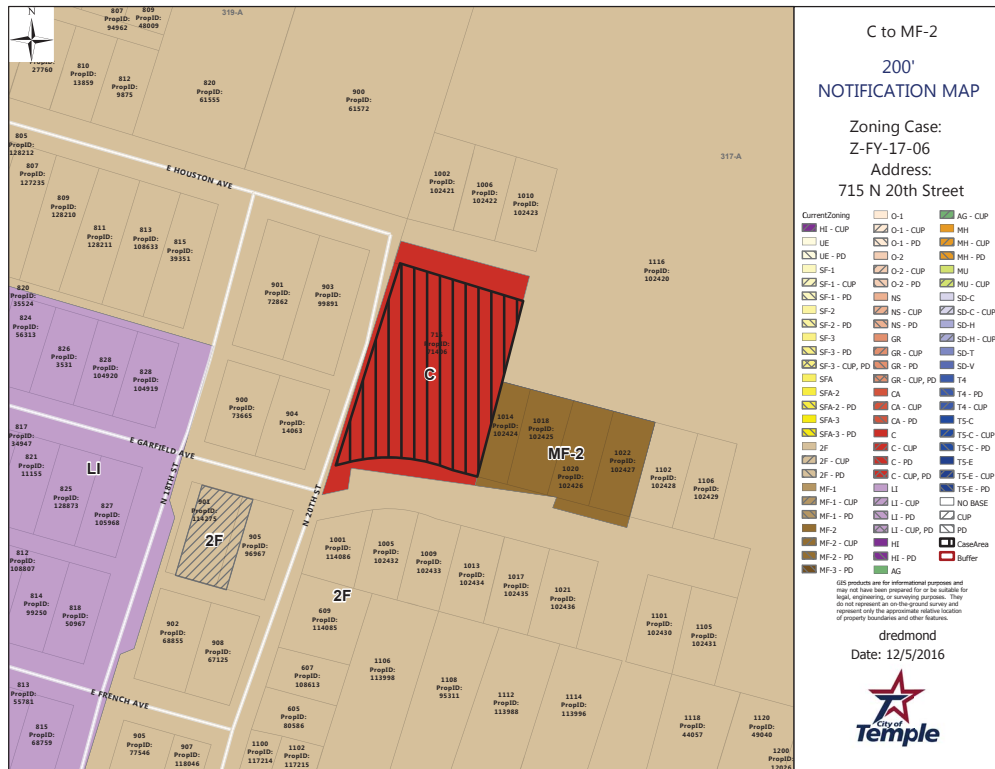
Existing Easement



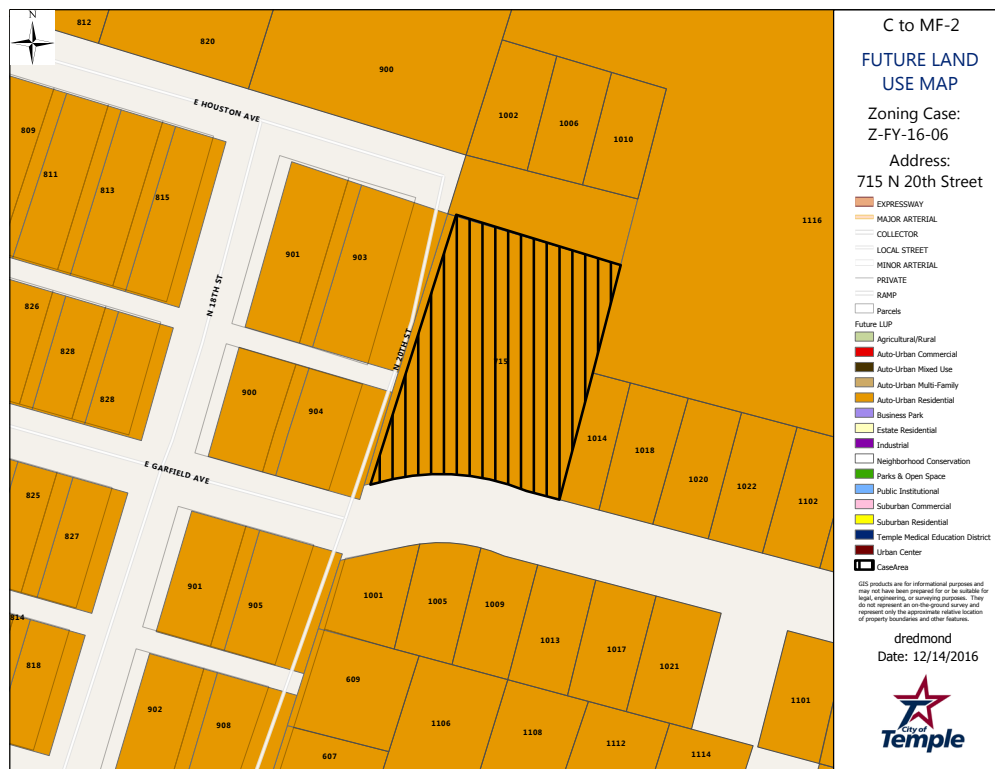
Location Map



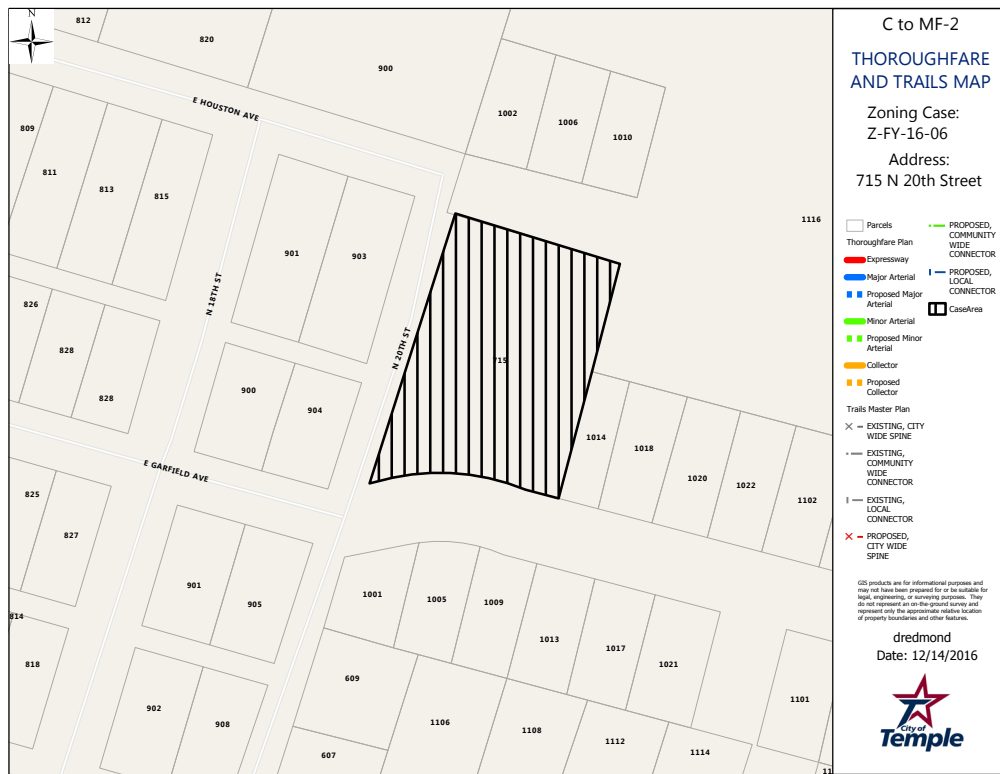
Aerial



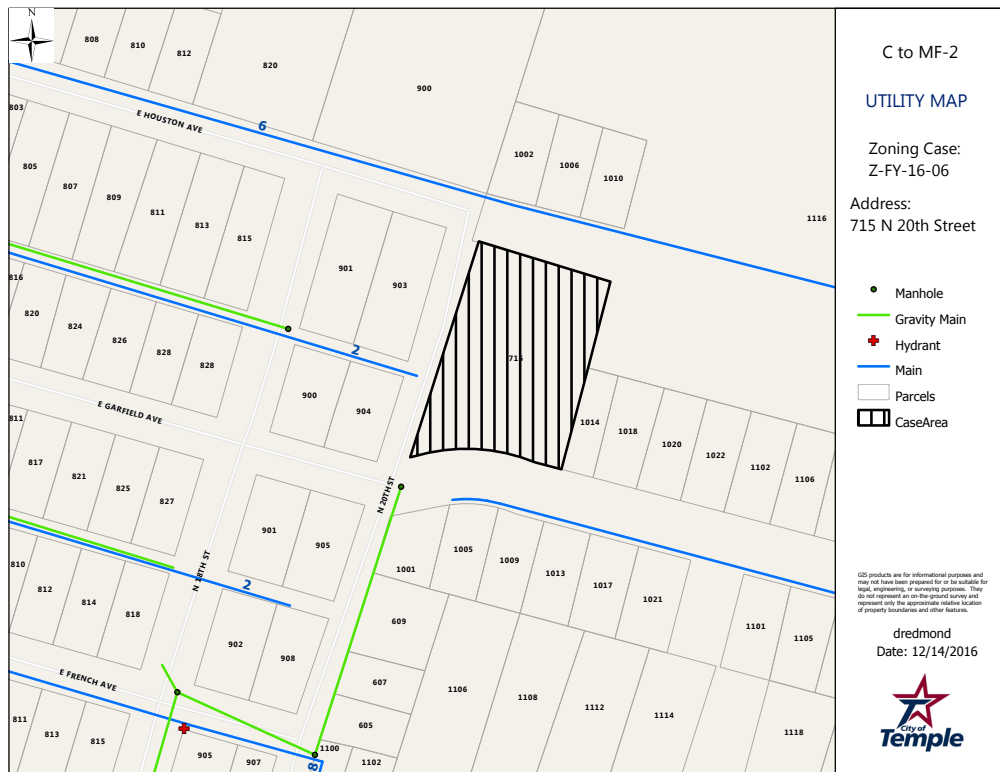
Zoning Map



Future Land Use Character Map



Thoroughfare Plan (no proposed or existing trails - Trails Master Plan is N/A).



Utility Map

Use Comparison Summary Table

	Existing C	Proposed MF-2
Residential Uses	Convent or monastery	Multi-family (L) Triplex Zero lot line dwelling
Agricultural Uses	Farm, ranch, orchard *Animal shelter Greenhouse or nursery Hatchery, poultry	Farm, ranch, orchard
Commercial Uses	Most commercial uses including; Bakery Heavy machinery sales Paint shop	none
Education & Institutional	Art gallery Childcare (L) Halfway house School, business Place of worship	Place of worship
Industrial Uses	Laboratory manufacturing *Laboratory medical, dental	none
Office Uses	Office Warehouse office	none
Overnight Accommodations	Hotel or motel	same
Entertainment Uses	*Alcoholic beverage sales for on premise consumption: beer & wine only less than 75% revenue from alcohol (restaurant)	none
Restaurant Uses	Restaurant (not drive-in) Restaurant (drive-in)	none
Retail & Service Uses	Exercise gym Antique shop Discount or department store	*Exercise gym
Transportation Uses	Bus station Emergency Vehicle service	none
Utility & Service Uses	Radio tower Fire station	Fire station
Vehicle Service Uses	Auto leasing Car wash Fuel Sales (L)	none

*Conditional Use Permit required

(L) Permitted by Right Subject to Limitations

Surrounding Properties & Uses Table

Direction	FLUM	Zoning	Current Land Use
Site	Auto-Urban Residential	C	apartment building
North	Auto-Urban Residential	2F	vacant
South	Auto-Urban Residential	2F	single-family
West	Auto-Urban Residential	2F	single-family/vacant
East	Auto-Urban Residential	2F/MF-2	vacant

Comprehensive Plan Compliance Summary Table

Document	Policy, Goal, Objective or Map	Compliance?
CP	Map 3.1 - Future Land Use Map	No
CP	Map 5.2 - Thoroughfare Plan	No
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	Yes
UDC	UDC, Section 5.1 Use Table	Yes

CP = Comprehensive Plan STP = Sidewalk and Trails Plan

Residential Dimensional Standards Comparison

	Existing C	Proposed MF-2
Minimum Lot Size	multi-family dwelling use not permitted	2,800 sq ft
Minimum Lot Width		60 ft
Minimum Lot Depth		120 ft
Front Setback		25 ft
Side Setback		**
Side Setback (corner)		10 ft
Rear Setback		**
Max Building Height		2

** = See Section 5.3.3



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

SHERWOOD, ROBERT J ETUX RUTH A
2425 BERGER RD
TEMPLE, TX 76501-6713

Zoning Application Number: Z-FY-17-06

Case Manager: Dessie Redmond

Location: 715 North 20th Street, Temple Texas

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

I () agree

(☒) disagree with this request

Comments:

There is already a lot of vehicle &
foot traffic coming from there, some of
which is very inconsiderate of nearby
property owners

Robert Sherwood
Signature

Ruth Sherwood
Print Name

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, dredmond@templetx.gov, or mail or hand-deliver this comment form to the address below, no later than **December 19, 2016**.

**City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501**

Number of Notices Mailed: 29

Date Mailed: December 8, 2016

OPTIONAL: Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

Fax 298.5624

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 19, 2016**

ACTION ITEMS

Item 5: Z-FY-17-06 – Hold a public hearing to consider and recommend action on a rezoning from the Commercial (C) zoning district to the Multi-Family Two (MF-2) zoning district, on 0.928 +/- acres, Lots 1-6, Pt. 7, Eastern Hills Subdivision, located at 715 North 20th Street, Temple, Texas.

Ms. Dessie Redmond, Planner, stated this item was scheduled to go forward to City Council for first reading on January 19, 2017 and second reading on February 2, 2017.

The applicant and property owner is Mr. Brad Dusek (who was in attendance) and the site is located in the Eastern Hills Subdivision.

A 10-unit apartment building currently exists on the site and the applicant is requesting a rezoning from C to MF-2.

Site photos are shown.

Surrounding properties include vacant property to the north and east, and existing residential to the south and west.

The existing building is one story in height with two surface parking lots. There is some vacant space within the subject property to the north and south. The proposal is to utilize some of the vacant space to the south to construct an additional attached six-unit, one story building, which would not be attached to the existing 10-unit building.

Zoning map is shown.

The Future Land Use and Character Map designate the subject property as Auto-Urban Residential character. This designation is generally for smaller single family lots so the request is not in compliance with this designation. However, an existing multi-family use is currently located on the property.

The property is accessed off of North 20th Street which is designated as a Local Street in the Thoroughfare Plan. A Local Street has a right-of-way designation of 50-feet and a 30-foot width of pavement. Currently there is approximately 35-feet of right-of-way and approximately 20-feet of pavement and therefore, is not compliant with the Thoroughfare Plan. However, the existing and proposed units are considered a low intensity apartment complex and do not appear to have created any issues to date or are therefore any foreseen issues with the proposal.

Water and sewer are available to the property.

Use comparison table is shown and briefly described.

Twenty-nine notices were mailed in accordance with all state and local regulations with zero response letters returned in agreement and one response letter returned in disagreement of the proposal.

Staff recommends approval of the request for rezoning from Commercial (C) to Multi-Family Two (MF-2) based on the following compliance factors:

- The surrounding zoning;
- The existing multi-family use on the property; and
- The availability of public facilities to serve the property.

Chair Rhoads opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Armstrong made a motion to approve Item 5, Z-FY-17-06, and Vice-Chair Fettig made a second.

Motion passed: (9:0)

ORDINANCE NO. 2017-4822

(Z-FY-17-06)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM THE COMMERCIAL (C) ZONING DISTRICT TO THE MULTI-FAMILY TWO (MF-2) ZONING DISTRICT, ON 0.928 +/- ACRES, LOTS 1-6, PT. 7, EASTERN HILLS SUBDIVISION, LOCATED AT 715 NORTH 20TH STREET, TEMPLE, BELL COUNTY, TEXAS; 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 rezoning from the Commercial (C) zoning district to the Multi-Family Two (MF-2) zoning district on 0.928 +/- acres, Lots 1-6, Pt. 7, Eastern Hills Subdivision, situated in the City of Temple, Bell County, Texas, located at 715 North 20th Street, as outlined in the surveyor's sketch attached as Exhibit 'A,' and field notes attached hereto, and made a part hereof for all purposes.

Part 2: Staff recommends approval of a rezoning from Commercial (C) zoning district to the Multi-Family Two (MF-2) zoning district.

Part 3: The City Council directs the Director of Planning to make the necessary changes to the City Zoning Map.

Part 4: 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 5: 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 6: It is hereby officially found and determined that the meeting at which this Ordinance was 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 **19th** day of **January**, 2017.

PASSED AND APPROVED on Second Reading on the **2nd** day of **February**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/19/17
Item #8
Regular Agenda
Page 1 of 1

DEPARTMENT / DIVISION SUBMISSION & REVIEW:

Dessie Redmond, Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING - A-FY-16-10: Consider adopting an ordinance authorizing abandonment and conveyance of the entire 20 foot wide alley in Block 3 of the Keaton Addition Subdivision, City of Temple, Bell County, Texas.

STAFF RECOMMENDATION: Staff recommends approval of the applicant's requested alley abandonment as submitted and described in the item description.

ITEM SUMMARY: The applicant, Wesley Teeters, requests abandonment and conveyance of all of the 20 foot wide alley in Block 3 of the Keaton Addition Subdivision—approximately .196 acres. The applicant owns all of the property bounding the west side, east side and north end of the alley. The City of Temple owns the property on the south end of the alley and has no interest in retaining the alley. If the requested sale is approved, Mr. Teeters will own all of Block 3, including the entire alley. Mr. Teeters is aware that the terms of the sale would allow construction of buildings within the abandoned alley right-of-way due to no existing utility service lines located within the alley.

Planning staff contacted all utility providers, including the Public Works Department, regarding the proposed easement abandonment. All providers and city staff confirmed that the alley may be conveyed without reserving utility or drainage easements, as the providers' responses indicate there are no existing public facilities or utilities in the alley and no objections to abandoning the alley because it is not needed for other public services or access.

FISCAL IMPACT: Upon approval, the applicant will purchase the abandoned alley rights-of-way at the fair market value of \$2,000, as recommended by a 3rd party broker's opinion. Proceeds received will be deposited into account 110-0000-461-0423, Sale of Land.

ATTACHMENTS:

[Location Map / Site Photo](#)

[Survey](#)

[Appraisal](#)

[Ordinance](#)

Site Photos



Location Map



Subject property. Standing on N. 31st Street, looking north through the site.





DB Commercial Real Estate

A DAVIS-BEEVERS COMPANY

Fax (254) 742-2411
(254) 771-5111

Brian Chandler
Director of Planning
City of Temple
2 N. Main Street
Temple, Texas 76501

RE: .196 Acre Undeveloped Alley, Temple, Texas

Dear Mr. Chandler,

Pursuant to the city's request, please let this letter serve as my opinion of value for a 0.196 acre commercial property located within a 2.503 acre tract at the 900 block of N. 31st Street and West Irvin Avenue (Undeveloped), Temple. Based on my review of recently sold and currently available properties, along with my general understanding of the real estate market in Temple, I believe the property has a value in the range of \$2,000 to \$2,500. This is based upon current market and economic conditions which are unpredictable and the somewhat subjective valuation process more prevalent in a tract of land with no access to a city street.

Please note that I personally inspected the property, but that I am not a participant in the proposed sale of the property to Wes Teeters. My basis for this letter is that of a licensed real estate broker in the state of Texas, actively working within the real estate market of the subject property. This is solely my professional, independent opinion.

Should you have any questions or need anything further, please let me know.

Sincerely,

Bobby Spradley, CCIM
Associate Broker

DISCLAIMER: THIS IS AN OPINION OF VALUE AND SHOULD NOT BE CONSIDERED AN APPRAISAL. I have not followed the Uniform Standards of Professional Appraisal Practice guidelines in reaching the value estimate shown. If an appraisal of the property is performed under USPAP, the value conclusions could be different than indicated herein. Neither Rob Marshall nor RK Marshall Group will be held liable for any claims or loss as a result of the information contained herein. The information contained herein is based on my general understanding of the real estate market in the greater Temple, Texas area, but has not been independently verified. Any projections, opinions, assumptions or estimations are for example only and do not necessarily represent the current or future sale price of the property. This opinion of value is based upon certain salient (and sometimes limited) information and is not intended to constitute an "appraisal" of the property.



Individual Members

121 N. 31st Street, Suite C
Temple, TX 76504
www.spradleyproperties.com



Individual Membership
SOCIETY OF INDUSTRIAL
AND OFFICE REALTORS

ORDINANCE NO. _____

(A-FY-16-10)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING ABANDONMENT AND CONVEYANCE OF THE ENTIRE 20 FOOT WIDE ALLEY LOCATED IN BLOCK 3 OF THE KEATON ADDITION SUBDIVISION, CITY OF TEMPLE, BELL COUNTY, TEXAS; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant, Wesley Teeters, submitted a request for the abandonment and conveyance of the 20 foot wide alley that is located in Block 3 of the Keaton Addition Subdivision, City of Temple, Bell County, Texas, and more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes;

Whereas, Wesley Teeters owns all of the property bounding the west side, east side and north end of the alley and the City of Temple owns the property on the south end of the alley and the City has no interest in acquiring the alley;

Whereas, the south end of the approximately .196 acre alley terminates at a public utility easement that runs parallel to Bray Street and the subject alley is vacant and undeveloped;

Whereas, Staff has contacted all public and private service providers, including the Public Works Department and Fire Department, and confirmed that the alley may be conveyed without reserving utility or drainage easements, as the providers' responses indicate there are no existing public facilities or utilities in the alley and no objections to abandoning the alley because it is not needed for other public services or access;

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

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

Part 1: The City Council abandons the entire 20 foot wide alley that is located in Block 3, Keaton Addition Subdivision, City of Temple, Bell County, Texas, and more particularly described in Exhibit A.

Part 2: As consideration for the conveyance of the property described in Part 1, Wesley Teeters shall pay to the City of Temple the fair market value of the alley, in the amount of \$2,000.

Part 3: The City Council authorizes the Mayor of the City of Temple, Texas, to execute a Deed Without Warranty conveying the rights and interests of the City of Temple, Texas to the property owner.

Part 4: 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 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 on the **19th** day of **January**, 2017.

PASSED AND APPROVED on Second Reading and Public Hearing the **2nd** day of **February**, 2017.

THE CITY OF TEMPLE, TEXAS

DANIEL A. DUNN, Mayor

ATTEST:

ATTEST:

Lacy Borgeson
City Secretary

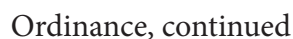
Kayla Landeros
City Attorney

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____, 2017, by Daniel A. Dunn, Mayor of the City of Temple, Texas.

Notary Public, State of Texas





COUNCIL AGENDA ITEM MEMORANDUM

01/19/17
Item #9
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

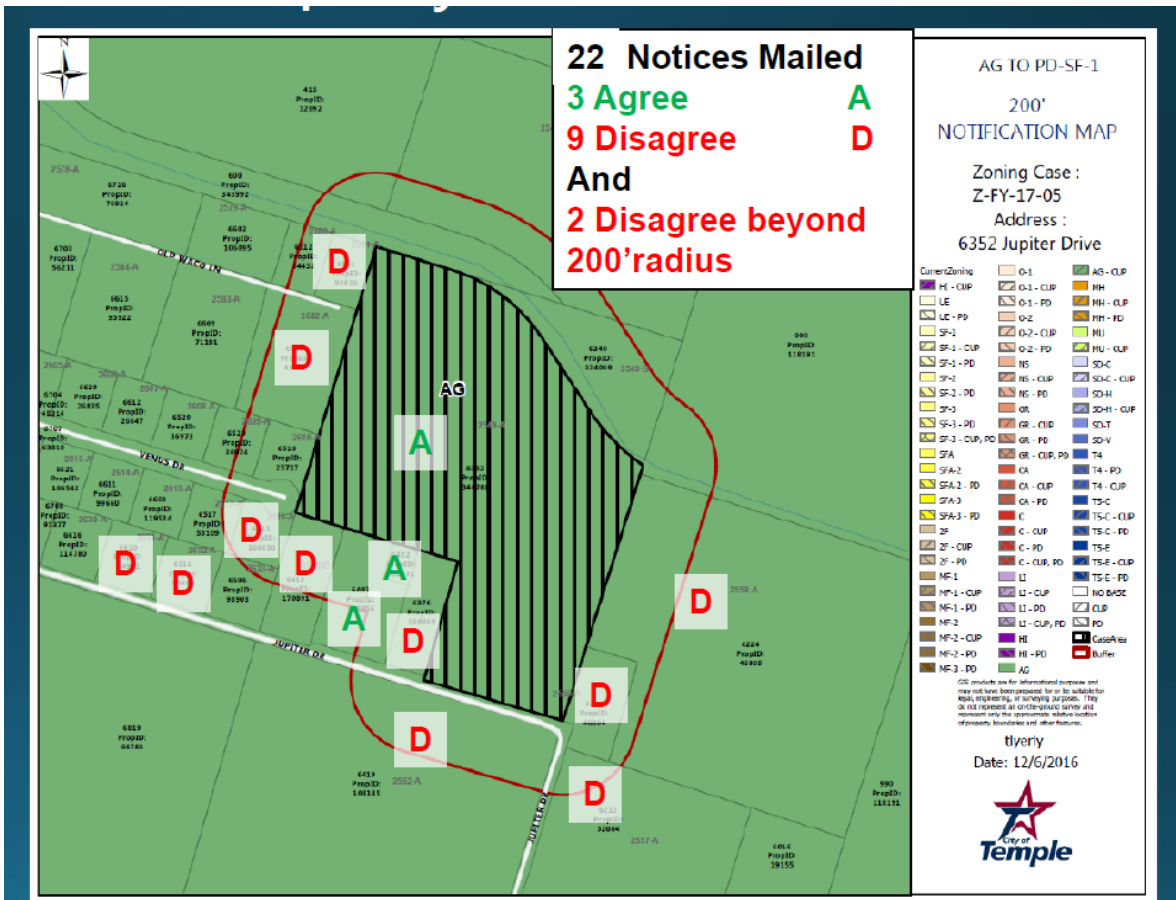
Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: PUBLIC HEARING - Z-FY-17-05 (**WITHDRAWN BY APPLICANT**): Consider an ordinance adopting a rezoning from Agricultural to Planned Development-Single Family One requiring development/site plan approval, per Unified Development Code Section 3.4, on 15.662 +/- acres, 39-lots, 1-block, residential subdivision, situated in the Nancy Chance Survey, Abstract No. 5, located at 6352 Jupiter Drive.

ITEM SUMMARY: Due to opposition from surrounding property owners and the denial recommendation (6/3) from the Planning and Zoning Commission, the applicant has withdrawn his request for a rezoning from Agricultural District (AG) to Planned Development Single Family One District (PD-SF-1) to allow development of a proposed 39-lot, 1-block, single family residential subdivision, located at 6252 Jupiter Drive.

ATTACHMENTS:

[Location map with Aerial](#)
[Zoning/Notification Map](#)
[Request to Withdraw Rezoning](#)



On Jan 3, 2017, at 9:10 AM, BJ Little <blittle@turley-inc.com> wrote:

Brian,

At this time we do not have a time frame so we would like to withdraw the zoning request. We will be meeting with our client to determine how to move forward.

Thank You,

B.J. Little Manager
Project Management/ Business Development
254.773.2400 x 207

TURLEY ASSOCIATES, INC.

301 North 3rd Street
Temple, TX 76501
www.turley-inc.com



COUNCIL AGENDA ITEM MEMORANDUM

01/19/17
Item #10
Regular Agenda
Page 1 of 3

DEPT. /DIVISION SUBMISSION & REVIEW:

Mark Baker, Senior Planner

ITEM DESCRIPTION: P-FY-17-03 & A-FY-17-03: Consider adopting resolutions:

- (A) Approving the Final Plat of Santa Fe Plaza West, an 11.007 +/- acre, 9 lot, 3 block, non-residential subdivision, being a replat which embraces multiple lots within the Original Town of Temple subdivision and Moores Railway Addition subdivision plats;
- (B) Authorizing abandonment of all or portions of service alleyways originally dedicated within the Original Town of Temple and Moore's Railroad Addition subdivision plats;
- (C) Authorizing abandonment of all or portions of public rights-of way originally dedicated as West Avenue A, West Avenue B, South 5th Street, South 7th Street, and South 9th Street within the Original Town of Temple subdivision plat; and
- (D) Authorizing abandonment of all or portions of public rights-of-way originally dedicated as West Avenue A, South 9th Street, and South 11th Street within the Moore's Railway Addition subdivision plat.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat of Santa Fe Plaza West and the companion abandonment of public rights-of-way and alleyway as described in the Item Description.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their December 19, 2016 meeting, the Planning & Zoning Commission voted eight to zero to recommend approval of the final plat of Santa Fe Plaza West. While it was discussed during the meeting, no separate action was required or taken regarding the companion case for the abandonment of street rights-of-way or alleyway.

ITEM SUMMARY: All County Surveying, on behalf of the City of Temple has submitted a final plat and rights-of-way and alleyway abandonment for the Santa Fe Plaza West, non-residential subdivision plat. The plat is comprised of nine lots and three blocks. The subdivision is the first step in the implementation of the Santa Fe Plaza Master Plan as well as the redevelopment of this City-owned property. The plat is also the first step for the relocation of several key City-related organizations and their administrative offices, which include the Temple Chamber of Commerce, Temple Economic Development Corporation and the Temple Independent School District. Aside from replatting, it is anticipated that additional plats for the remaining segments for the Implementation of the Santa Fe Plaza Master Plan will be forthcoming as development warrants.

The final plat of Santa Fe Plaza West is a replat, which embraces all of Lots 9 and 10, Block 18, Original Town of Temple; a portion of Lot 1 (West 1/2) and all of Lots 11 through 15, Block 25, all of Block 26, all of Lots 1 through 9, Block 27, the remainder of Lots 11 through 19, Block 27, the alleys situated in said Block 26 and 27, a portion of public roadways known as West Avenue A, West Avenue B, South 5th Street, South 7th Street, and South 9th Street, Original Town of Temple; and embracing the remainder of Lot 1 and Lot 3, and all of Lots 2 and 4, Block 23, all of Lot 1, Lot 11, Lot 12, and Lot 13, Block 12, a portion of West Avenue A, and a portion of South 9th Street and South 11th Street, Moore's Railway Addition as further described and depicted by Exhibit A.

The companion abandonment request includes rights-of-way abandonment to all or portions of West Avenue A, West Avenue B, South 5th, 9th, and 11th Streets, Moores Railway Addition and Original Town of Temple, subdivision and partial alleyway abandonment in Blocks 12, Moores Railway Addition and Blocks 26 & 27, Original Town of Temple, subdivision as further described and depicted by Exhibit B.

The Development Review Committee reviewed the final plat on November 10, 2016. It was deemed administratively complete on December 15, 2016. The 9-lots range in size from the smallest, Lot 1, Block 1 (0.152 acre) to Lot 1, Block 3 (5.884 acres). As a non-residential plat and a City-owned plaza, no parkland dedication fees are required.

The property is currently zoned Central Area district. The CA district principally addresses development in the Central Business District of the City, allowing most commercial, retail and office uses. Maximum building height may be any legal limit that other laws and ordinances do not prohibit.

The plat, as proposed, will provide access from the following:

- a) West Avenue A,
- b) West Avenue B,
- c) South 3rd Street,
- d) South 5th Street,
- e) South 7th Street,
- f) South 9th Street, and
- g) South 11th Street

The City Council-approved Master Plan for the Santa Fe Plaza contains sidewalk and other pedestrian amenities. Accommodations for the sidewalk and pedestrian amenities will be shown on the building plans in conformance to the approved Master Plan.

Sewer is available by 18-inch wastewater lines in both West Avenue A & West Avenue B. Additional availability is from several existing utility easements located within public alleyways. Water is available through either an existing 12-inch waterline in West Avenue A or an 8-inch waterline in West Avenue B. Additional availability is from a 12-inch waterline in South 11th Street, a 6-inch waterline in South 9th Street or an 8-inch waterline in South 5th Street as well as waterlines within several utility easements.

No exceptions to the UDC are needed, since the City of Temple is the property owner, the City Council is the final plat approval authority. While item discussion is combined into one staff report, separate action is required for the final plat and the abandonments and will be documented by separate Resolutions.

Lastly, fronting on both West Avenue A & West Avenue B, the plat is bordered by an approximately 0.074 +/- acre (3,250 square feet) parcel, which is currently in the process of being acquired by the City. At such time that the parcel is acquired, a replat of the Santa Fe Plaza West subdivision will be necessary as well as an abandonment of an existing alleyway and right-of-way to a portion of West Avenue B. City Council consideration of the replat and adjacent abandonment is required.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Aerial, Site Plan & Property Photos](#)

[Final Plat & Field Notes \(Exhibit A\)](#)

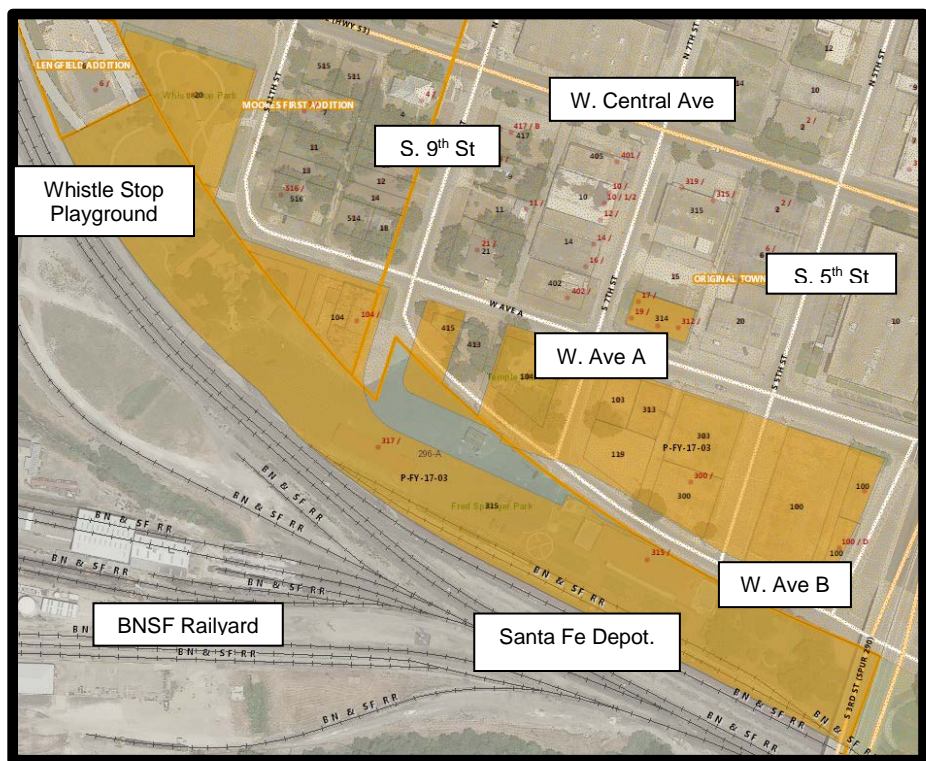
[Topo / Utility Plan](#)

[Survey of Abandonments, Individual Survey Sketches & Field Notes \(Exhibit B\)](#)

[P&Z Excerpts for Final Plat \(December 19, 2016\)](#)

[Resolutions](#)

Aerial, Site Plan & Property Photos





Site: Looking East – Intersection of S. 11th Street & W. Ave A (CA)



Site: Looking Northwest - Former Ice House Pad Site along W. Ave A (CA)



Site: Looking East along W. Ave B in front of Santa Fe Depot (CA)



Site: Looking North from Picnic Area at Santa Fe Depot toward W. Ave B (CA)



Site: Looking West from South 3rd Street Overcrossing (CA)



Site: Looking South along W. Ave A at 0.074 +/- Acre Property which is in the process of acquisition by the City which will require Future Replatting (CA)

FINAL PLAT of
SANTA FE PLAZA WEST
WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

Being a **REPLAT** of LOTS 1, 2, 3, & 4, BLOCK 23, LOTS 1, 11, 12, & 13, BLOCK 12 of MOORE'S RAILWAY ADDITION, an addition on the City of Temple according to the plat of record in Volume 115, Page 416, Deed Records of Bell County, Texas, LOTS 1, 2, 3, 11, 12, 13, 14, & 15, BLOCK 25, LOTS 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16, 17, & 18, BLOCK 26, LOTS 1, 2, 3, 4, 5, 6, 7, 8, & 9, BLOCK 27, and the remainder of LOTS 11, 12, 13, 14, 15, 16, 17, 18, & 19, BLOCK 27, LOTS 1 & 10, BLOCK 18, ORIGINAL TOWN OF TEMPLE, according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, along with the alleyways located in BLOCK 12 and 23, MOORE'S RAILWAY ADDITION, and BLOCKS 25, 26, 27, & 18, ORIGINAL TOWN OF TEMPLE, along with portions of the Right-of-ways of SOUTH 5th STREET, SOUTH 7th STREET, SOUTH 9th STREET, SOUTH 11th STREET, WEST AVENUE A, and WEST AVENUE B, and a portion of the remainder of a called 8.7821 Acre tract conveyed to the City of Temple in Volume 3371, Page 664, Official Public Records of Real Property, Bell County, Texas.

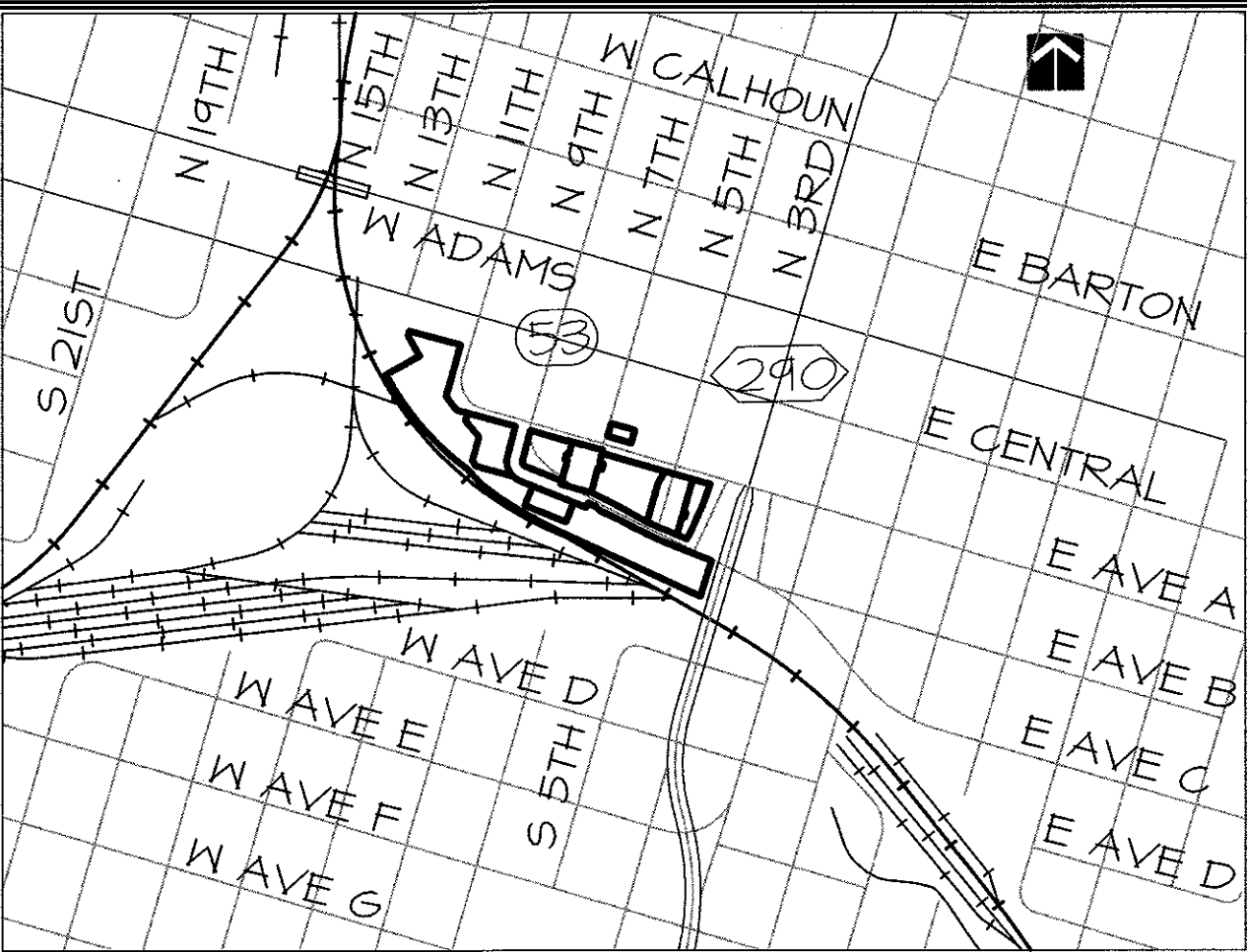
PURPOSE STATEMENT:
The purpose of this development is to facilitate new development of the "Downtown" area of the City of Temple.

LOTS - NINE (9)
BLOCKS - THREE (3)
AREA - 11.596 ACRES
AREA IN ROADWAY - 0.605 ACRE

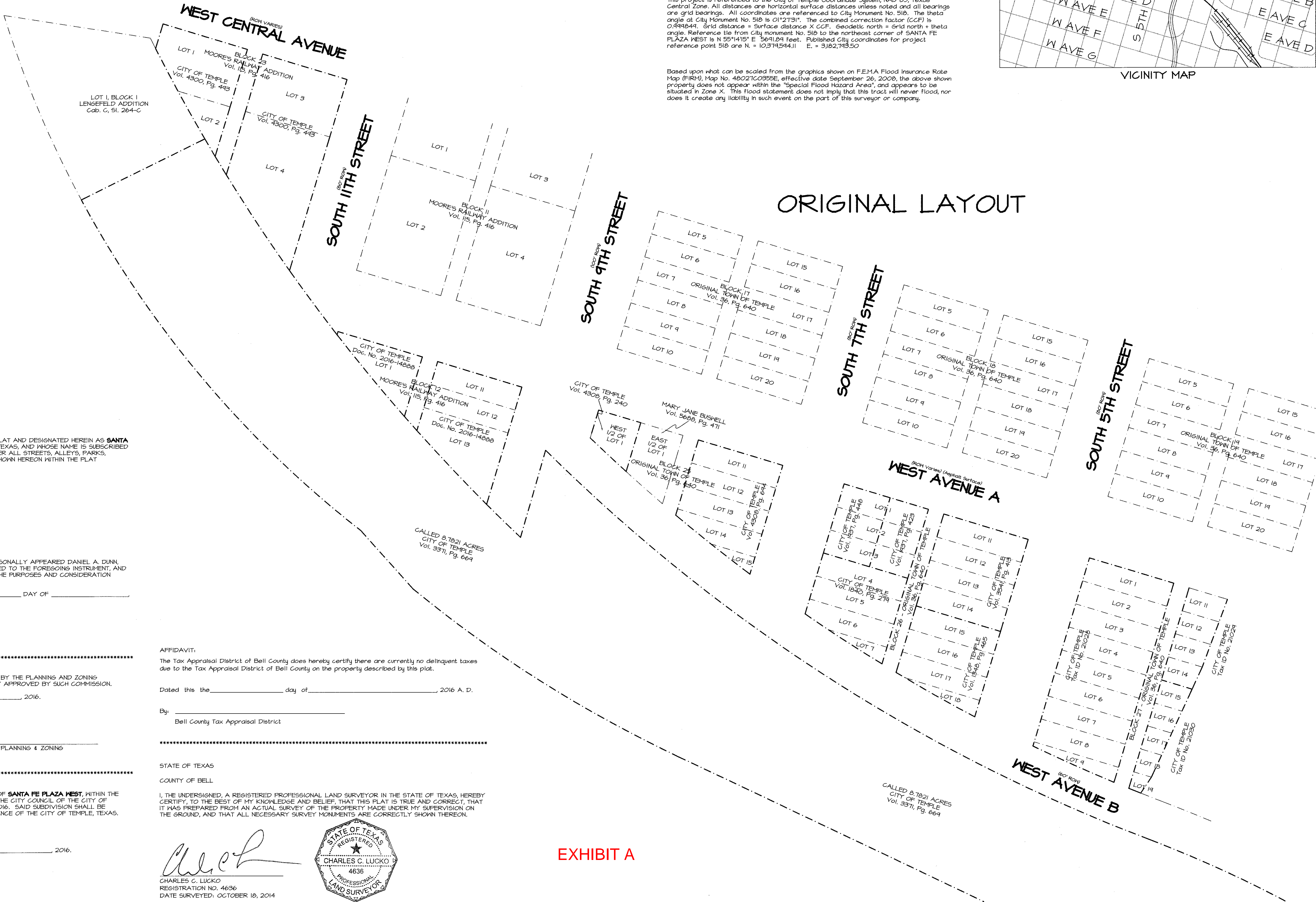
RECORDATION INFORMATION:
FILED FOR RECORD THIS _____ DAY OF _____, 2016.
IN YEAR _____, PLAT # _____, PLAT RECORDS OF BELL COUNTY, TEXAS.
DEDICATION INSTRUMENT # _____, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.000041. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of SANTA FE PLAZA WEST is N 55°14'15" E 5641.84 feet. Published City coordinates for project reference point 518 are N = 10,314,544.11 E = 3,182,743.50

Based upon what can be scaled from the graphics shown on F.E.M.A Flood Insurance Rate Map (FIRM), Map No. 48021C0355E, effective date September 26, 2008, the above shown property does not appear within the "Special Flood Hazard Area", and appears to be situated in Zone X. This flood statement does not imply that this tract will never flood, nor does it create any liability in such event on the part of this surveyor or company.



VICINITY MAP



STATE OF TEXAS
COUNTY OF BELL

THE CITY OF TEMPLE, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **SANTA FE PLAZA WEST**, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATES THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

BY:
DANIEL A. DUNN, Mayor
City of Temple

STATE OF TEXAS
COUNTY OF BELL

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, 2016.

CHAIRPERSON SECRETARY, PLANNING & ZONING

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF **SANTA FE PLAZA WEST**, WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE ON THE _____ DAY OF _____, 2016. SAID SUBDIVISION SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF TEMPLE, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 2016.

CITY SECRETARY

AFFIDAVIT:
The Tax Appraisal District of Bell County does hereby certify there are currently no delinquent taxes due to the Tax Appraisal District of Bell County on the property described by this plat.

Dated this the _____ day of _____, 2016 A. D.

By:
Bell County Tax Appraisal District

STATE OF TEXAS
COUNTY OF BELL

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

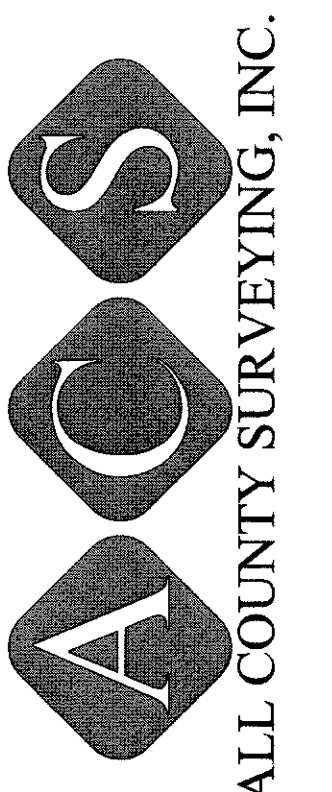
CHARLES C. LUCKO
REGISTRATION NO. 4636
DATE SURVEYED: OCTOBER 18, 2014



EXHIBIT A

FINAL PLAT OF
SANTA FE PLAZA WEST
WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7606
Tx. Firm Lic. No. 10023600



ALL COUNTY SURVEYING, INC.

Plot Date: 12-04-2016
Survey completed: 10-18-2014
Scale: 1" = 60'
Job No. 160324
Dwg No. 160324P
Drawn by: SLK
Surveyor: CCL #4636
Copyright 2016 All County Surveying, Inc.

FINAL PLAT OF
SANTA FE PLAZA WEST
WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

Being a REPLAT of LOTS 1, 2, 3, & 4, BLOCK 23, LOTS 1, 11, 12, & 13, BLOCK 12 of MOORE'S RAILWAY ADDITION, an addition on the City of Temple according to the plat of record in Volume 115, Page 416, Deed Records of Bell County, Texas, LOTS 1, 2, 3, 11, 12, 13, 14, & 15, BLOCK 25, LOTS 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16, 17, & 18, BLOCK 26, LOTS 1, 2, 3, 4, 5, 6, 7, 8, & 9, BLOCK 27, and the remainder of LOTS 11, 12, 13, 14, 15, 16, 17, 18, & 19, BLOCK 27, LOTS 9 & 10, BLOCK 18, ORIGINAL TOWN OF TEMPLE, according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, along with the alleyways located in BLOCK 12 and 23, MOORE'S RAILWAY ADDITION, and BLOCKS 25, 26, 27, & 18, ORIGINAL TOWN OF TEMPLE, along with portions of the Right-of-Way of SOUTH 5TH STREET, SOUTH 7TH STREET, SOUTH 9TH STREET, SOUTH 11TH STREET, WEST AVENUE A, and WEST AVENUE B, and a portion of the remainder of a called 0.7821 Acre tract conveyed to the City of Temple in Volume 3371, Page 664, Official Public Records of Real Property, Bell County, Texas.

DETAIL 1

DETAIL 2

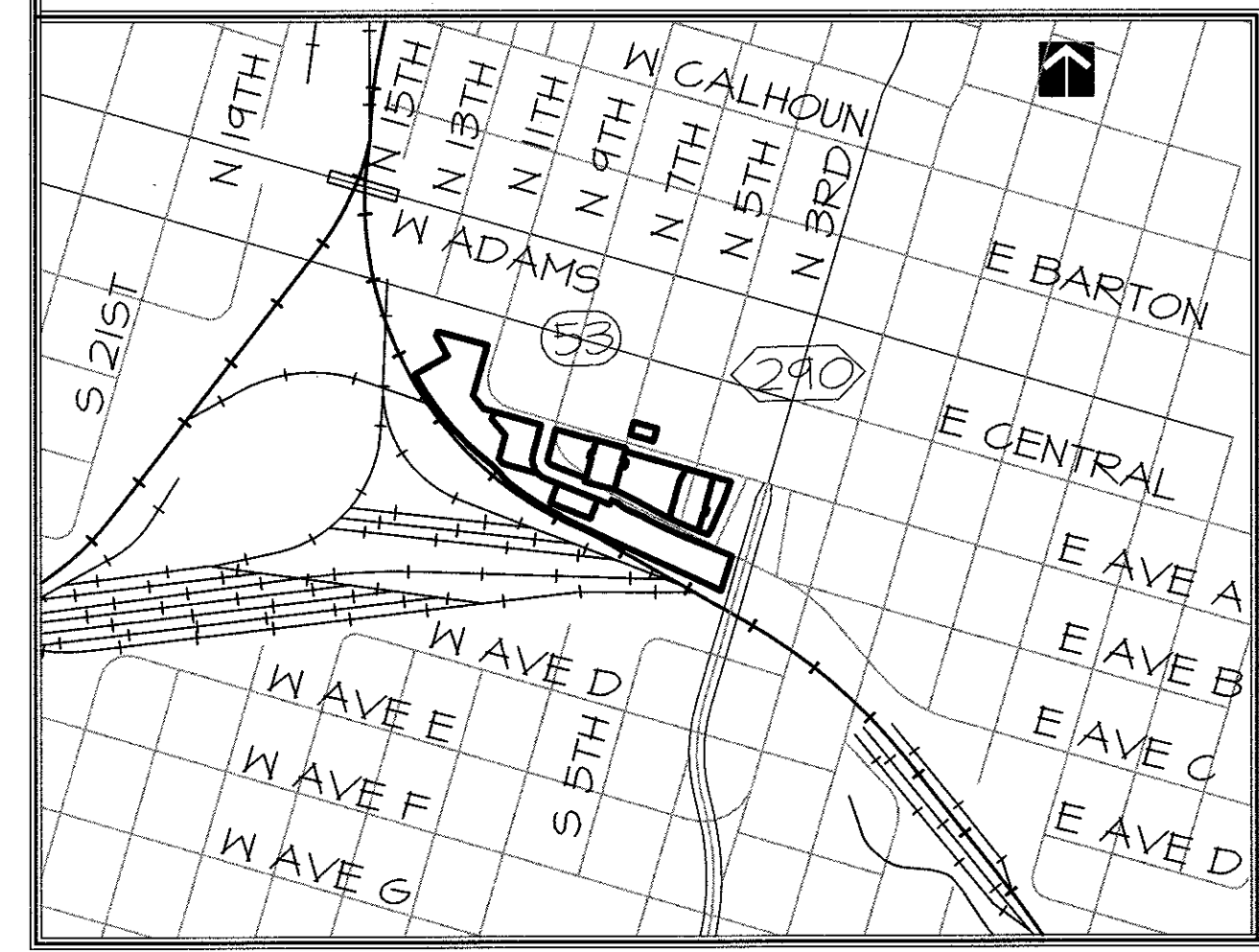
LINE	BEARING	DISTANCE
L1	N 16°18'24" E	2.48'
L2	S 16°06'06" W	50.43'
L3	N 73°53'54" W	12.47'
L4	S 16°06'06" W	36.00'
L5	S 73°53'54" E	12.47'
L6	S 16°06'06" W	50.43'
L7	S 73°53'54" E	20.67'
L8	S 16°06'06" W	36.00'
L9	N 73°53'54" W	12.47'
L10	S 30°43'50" W	62.25'
L11	S 72°58'54" E	18.27'
L12	S 17°01'06" W	38.50'
L13	N 72°58'54" W	19.00'
L14	S 16°45'30" W	75.82'
L15	S 24°47'00" W	30.30'
L16	N 67°54'24" W	36.16'
L17	S 33°43'36" W	23.91'
L18	N 15°42'20" E	20.64'
L19	S 16°19'11" W	31.01'
L20	S 36°50'58" E	28.45'
L21	N 23°21'40" E	16.65'
L22	S 65°06'18" E	51.06'
L23	S 47°02'26" E	33.41'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	36.24'	33.14'	N 25°50'42" W	83°10'21"
C2	2242.01'	75.55'	75.55'	S 36°13'40" E	1°55'51"
C3	2242.01'	43.26'	43.25'	S 40°10'22" E	2°22'54"
C4	45.00'	191.91'	126.11'	S 25°50'42" E	83°10'21"
C6	2142.01'	266.04'	266.04'	S 65°45'21" E	1°06'58"
C7	1582.64'	106.34'	106.31'	S 67°23'18" E	3°51'05"
C8	1600.52'	61.22'	61.21'	N 63°37'01" W	2°11'24"
C9	1610.32'	342.46'	341.44'	N 57°43'19" W	13°58'54"
C10	1304.45'	557.63'	553.42'	N 34°54'50" W	24°23'24"
C11	2242.01'	104.45'	104.45'	N 28°26'57" W	2°40'11"
C12	2142.01'	82.05'	82.05'	S 44°21'33" E	2°11'41"
C13	2242.01'	24.21'	24.21'	S 46°10'44" E	0°44'48"
C14	2142.01'	355.35'	354.44'	S 57°26'43" E	4°30'19"
C15	45.00'	41.74'	41.45'	S 03°08'25" W	25°12'14"



LOTS - NINE (9)
BLOCKS - THREE (3)
AREA - 11,546 ACRES
AREA IN ROADWAY - 0.605 ACRE

VICINITY MAP



FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 9, 2016

Surveyor's Field Notes for **BLOCK 1, SANTA FE PLAZA WEST**, being:

0.152 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, embracing all of Lots 9 and 10, Block 18, Original Town of Temple, according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" set on the north line of West Avenue A and the east line of South 7th Street, being the southwest corner of said Lot 10, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said South 7th Street, **N 16° 43' 12" E – 60.00'**, to a 5/8" iron rod with cap stamped "ACS" set at the northwest corner of said Lot 9, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of Lot 8, Block 18, **S 73° 16' 48" E – 110.00'**, to a 5/8" iron rod with cap stamped "ACS" set on the west line of an alley, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the west line of said alley, **S 16° 43' 12" W – 60.00'**, to a 5/8" iron rod with cap stamped "ACS" set on the north line of said West Avenue A, being the southeast corner of said Lot 10, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said West Avenue A, **N 73° 16' 48" W – 110.00'**, to the **POINT OF BEGINNING** and containing 0.152 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the southwest corner of BLOCK 1, SANTA FE PLAZA WEST is N 50°36'18" E 5460.94 feet. Published City coordinates for project reference point 518 are N. = 10,379,594.11 E. = 3,182,793.50

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

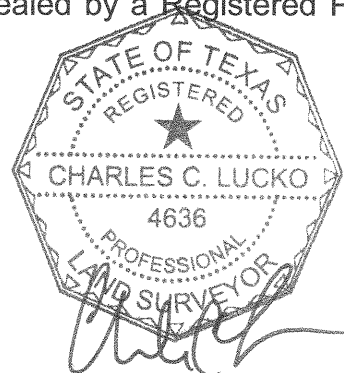
Surveyed October 18, 2014

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro160000/160300/160324/160324P-BLK 1.doc



Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

Exhibit A

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 9, 2016

Surveyor's Field Notes for **BLOCKS 2 and 3, SANTA FE PLAZA WEST**, being:

11.444 ACRES, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, embracing a portion of Lot 1 (West ½) and all of Lots 11 through 15, Block 25, all of Block 26, all of Lots 1 through 9, Block 27, the remainder of Lots 11 through 19, Block 27, the alleys situated in said Block 26, and 27, a portion of public roadways known as West Avenue A, West Avenue B, South 5th Street, South 7th Street, and South 9th Street, all in the Original Town of Temple, according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and a portion of a called 8.7821 Acre tract conveyed to the City of Temple, in Volume 3371, Page 669, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" set at the northeast corner of the remainder of said Lot 11, Block 27, being on the west line of South 3rd Street, also known as Spur 290 and the south line of said West Avenue A, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the west line of said South 3rd Street, **S 20° 22' 32" W – 90.18'**, a 5/8" iron rod with cap stamped "ACS" set, **S 24° 47' 00" W – 30.30'**, a 5/8" iron rod with cap stamped "ACS" set, **S 24° 47' 00" W – 121.20'**, a 5/8" iron rod with cap stamped "ACS" set, and **S 33° 43' 36" W – 23.91'**, to a 5/8" iron rod with cap stamped "ACS" set on the north line of West Avenue B, for the southeast corner of the remainder of said Lot 19, Block 27, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said West Avenue B, **N 67° 59' 24" W – 36.16'**, to a 5/8" iron rod with cap stamped "ACS" set;

THENCE, in a westerly direction, severing said West Avenue B and said 8.7821 Acre tract, the following calls:

1. **N 65° 58' 34" W – 151.74'**, a 5/8" iron rod with cap stamped "ACS" set,
2. **N 60° 28' 20" W – 173.81'**, a 5/8" iron rod with cap stamped "ACS" set,
3. **N 62° 47' 29" W – 109.75'**, a 5/8" iron rod with cap stamped "ACS" set, and
4. **N 74° 06' 44" W – 114.43'**, a 5/8" iron rod with cap stamped "ACS" set, being on the north line of said 8.7821 Acre, for an interior corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said West Avenue B, same being the north line of said 8.7821 Acre tract, with a curve to the left; having a radius of **2142.01'**, a delta angle of **09° 30' 19"**, and a long chord which bears **S 57° 26' 43" E – 354.94'**; an arc length of **355.35'**, to a 5/8" iron rod with cap stamped "ACS" set;

THENCE, continuing in said easterly direction, with the south line of said West Avenue B, with a curve to the left; having a radius of **2142.01'**, a delta angle of **07° 06' 58"**, and a long chord which bears **S 65° 45' 21" E – 265.87'**; an arc length of **266.04'**, to a 5/8" iron rod with cap stamped "ACS" set at the beginning of a curve to the right;

THENCE, continuing in said easterly direction, with the south line of said West Avenue B, with said curve to the right; having a radius of **1582.69'**, a delta angle of **03° 51' 05"**, and a long chord which bears **S 67° 23' 18" E – 106.37'**; an arc length of **106.39'**, to a 5/8" iron rod with cap stamped "ACS" set, for the easternmost northeast corner of the herein described tract;

THENCE, in a southerly direction, severing said 8.7821 Acre tract, **S 18° 27' 26" W – 166.00'**, to a 5/8" iron rod with cap stamped "ACS" set, being on the northerly line of the Burlington Northern & Santa Fe Railroad, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the northerly line of said Burlington Northern & Santa Fe Railroad, the following calls:

1. with a curve to the left; having a radius of **1600.52'**, a delta angle of **02° 11' 29"**, and a long chord which bears **N 63° 37' 01" W – 61.21'**; an arc length of **61.22'**, to a 5/8" iron rod with cap stamped "ACS" set;
2. **N 64° 42' 46" W – 640.08'**, a 5/8" iron rod with cap stamped "ACS" set;

Exhibit A

Surveyor's Field Notes for **BLOCK 2 and 3, SANTA FE PLAZA WEST**, (continued):

3. with a curve to the right; having a radius of **1610.32'**, a delta angle of **13° 58' 54"**, and a long chord which bears **N 57° 43' 19" W – 391.99'**, an arc length of **392.96'**, a 5/8" iron rod with cap stamped "ACS" set;
4. **N 41° 56' 46" W – 98.15'**, a 1/2" iron rod found, and;
5. with a curve to the right; having a radius of **1309.95'**, a delta angle of **24° 23' 24"**, and a long chord which bears **N 39° 54' 50" W – 553.42'**; an arc length of **557.63'**, to a 5/8" iron rod with cap stamped "ACS" set at the southwest corner of Lot 1, Block 1, Lengefeld Addition, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 264-C, Plat Records of Bell County, Texas;

THENCE, in an easterly direction, with the south line of said Lengefeld Addition, **N 61° 43' 16" E – 171.32'**, to a 5/8" iron rod with cap stamped "ACS" set, for an interior corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Lengefeld Addition, with a curve to the right; having a radius of **2242.01'**, a delta angle of **02° 40' 11"**, and a long chord which bears **N 28° 26' 57" W – 104.46'**; an arc length of **104.47'**, to a 5/8" iron rod with cap stamped "ACS" set;

THENCE, in a northerly direction, **N 15° 42' 20" E – 20.69'**, to a 5/8" iron rod with cap stamped "ACS" set at the northwest corner of the remainder of said Lot 1, Block 23, being on the south line of West Central Avenue, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said West Central Avenue, **S 74° 18' 14" E – 236.80'**, to a 5/8" iron rod with cap stamped "ACS" set on the west line of said South 11th Street, being the northeast corner of the remainder of said Lot 3, Block 23, for the northernmost northeast corner of the herein described tract;

THENCE, in a southerly direction, with the west line of said South 11th Street, same being the east line of said Block 23, **S 16° 43' 12" W – 238.46'**, to a 5/8" iron rod with cap stamped "ACS" set on the northern line of said 8.7821 Acre tract, for an interior corner of the herein described tract;

THENCE, in a southeasterly direction, with a curve to the left; having a radius of **2242.01'**, a delta angle of **01° 55' 51"**, and a long chord which bears **S 36° 13' 40" E – 75.55'**; an arc length of **75.55'**, to a 5/8" iron rod with cap stamped "ACS" set;

THENCE, in an easterly direction, severing said South 11th Street and West Avenue A, **S 73° 16' 48" E – 274.19'**, to a 5/8" iron rod with cap stamped "ACS" set, for an interior corner of the herein described tract;

THENCE, in a southerly direction, **S 15° 44' 32" W – 137.08'**, to a 5/8" iron rod with cap stamped "ACS" set at the beginning of a curve to the left;

THENCE, continuing in said southerly direction, with said curve to the left; having a radius of **95.00'**, a delta angle of **25° 12' 14"**, and a long chord which bears **S 03° 08' 25" W – 41.45'**; an arc length of **41.79'**, to a calculated point on the north line of said 8.7821 Acre tract, for an interior corner of the herein described tract;

THENCE, in an easterly direction, with the north line of said 8.7821 Acre tract, with a curve to the left; having a radius of **2242.01'**, a delta angle of **00° 44' 48"**, and a long chord which bears **S 46° 10' 49" E – 29.21'**; an arc length of **29.21'**, to a 1/2" iron rod found at an interior corner of said 8.7821 Acre tract;

THENCE, in a northerly direction, with the boundary of said 8.7821 Acre tract, **N 15° 59' 39" E – 113.43'**, to an "X" found in concrete, for an interior corner of the herein described tract;

Surveyor's Field Notes for **BLOCK 2 and 3, SANTA FE PLAZA WEST**, (continued):

THENCE, in a southeasterly direction, with the north line of said 8.7821 Acre tract, same being the south line of said West Avenue B, **S 45° 40' 58" E – 39.51'**, to a calculated point, for an interior corner of the herein described tract;

THENCE, in a northerly direction, **N 15° 44' 32" E – 95.57'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, **S 73° 16' 48" E – 70.50'**, to a 5/8" iron rod with cap stamped "ACS" set;

THENCE, in a southerly direction, **S 16° 43' 12" W**, at 10' pass the northwest corner of a tract known as the east ½ of Lot 1, Block 25, and continuing with the west line of said tract and severing said West Avenue B, for a total distance of **129.21'**, to a 5/8" iron rod with cap stamped "ACS" set, for an interior corner of the herein described tract;

THENCE, in a southeasterly direction, with the south line of said West Avenue B, with a curve to the left; having a radius of **2142.01'**, a delta angle of **02° 11' 41"**, and a long chord which bears **S 49° 21' 33" E – 82.05'**; an arc length of **82.05'**, to a 5/8" iron rod with cap stamped "ACS" set, for an interior corner of the herein described tract;

THENCE, in a northerly direction, again severing said West Avenue B and with the east line of an alley, same being the west line of said Lots 11 through 15, said Block 25, and also severing said West Avenue A, **N 16° 43' 12" E – 165.21'**, to a 5/8" iron rod with cap stamped "ACS" set;

THENCE, in an easterly direction, **S 73° 51' 30" E – 181.97'**, a 5/8" iron rod with cap stamped "ACS" set, **S 16° 06' 06" W – 14.57'**, a 5/8" iron rod with cap stamped "ACS" set, and **S 73° 16' 48" E – 507.88'**, to the **POINT OF BEGINNING** and containing 11.444 Acres of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of BLOCK 2, SANTA FE PLAZA WEST is N 55°14'15" E 5691.89 feet. Published City coordinates for project reference point 518 are N. = 10,379,594.11 E. = 3,182,793.50

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Surveyed October 18, 2014

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

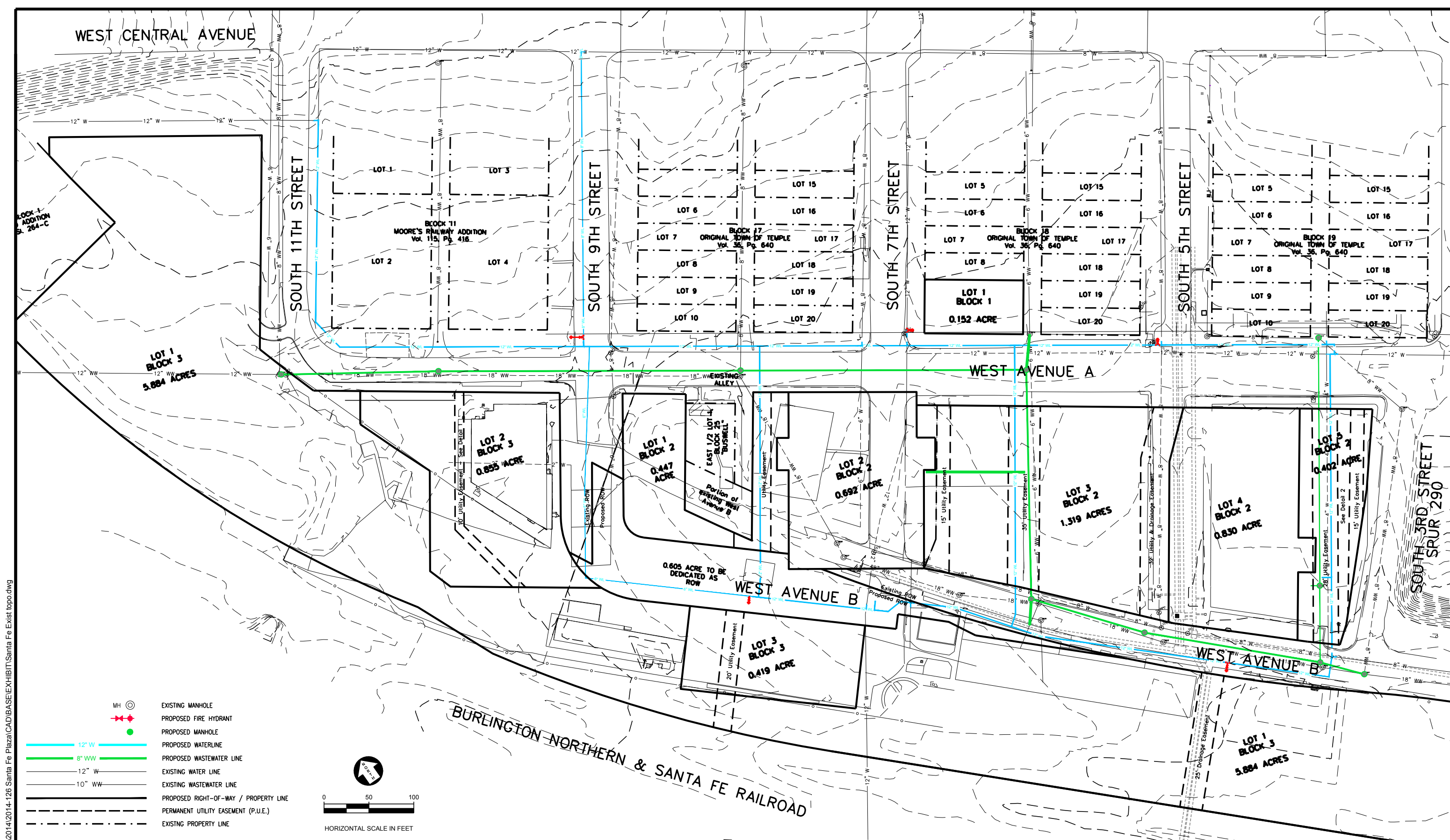
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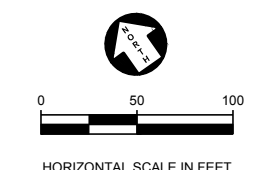
Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

Exhibit A

P:\Temple Reinvestment\2014\126 Santa Fe Plaza\CAD\BASE\EXHIBIT\Santa Fe Exist topo.dwg



- | | | |
|--------|-----|---------------------------------------|
| MH | ⊙ | EXISTING MANHOLE |
| + | + | PROPOSED FIRE HYDRANT |
| ● | ● | PROPOSED MANHOLE |
| 12" W | — | PROPOSED WATERLINE |
| 8" WW | — | PROPOSED WASTEWATER LINE |
| 12" W | — | EXISTING WATER LINE |
| 10" WW | — | EXISTING WASTEWATER LINE |
| — | — | PROPOSED RIGHT-OF-WAY / PROPERTY LINE |
| --- | --- | PERMANENT UTILITY EASEMENT (P.U.E.) |
| --- | --- | EXISTING PROPERTY LINE |



NO.

DATE

REVISION

BY

© 2016 Kasberg, Patrick & Associates, LP

KPA Firm Registration Number F-510

Plot Date:
Dec 15, 2016 - 2:16pm

Plotted By:
FTG

PROJECT NO. 2014-126

DRAWN BY Fabian T. Gomez

DESIGNED BY R. David Patrick, P.E.

APPROVED BY

DATE

KPA

KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

TEMPLE, TEXAS 76501

CITY OF TEMPLE, TEXAS

SANTA FE PLAZA

TOPOGRAPHY / EXISTING AND PROPOSED

UTILITY LAYOUT

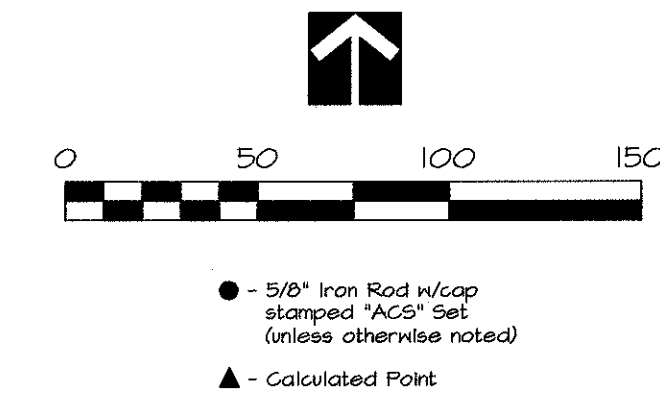
SHEET NO. P-01

OF 01

EXHIBIT DRAWING SHOWING PROPOSED ABANDONEMENT OF RIGHT-OF-WAYS AND ALLEYS, for

SANTA FE PLAZA WEST

WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 16°06'06" E	2.45'
L2	N 67°25'55" W	8.25'
L3	N 16°43'12" E	12.73'
L4	S 16°06'06" W	14.57'
L5	S 73°16'48" E	7.88'
L6	S 16°43'12" W	36.46'
L7	S 16°43'12" W	10.00'
L8	N 16°43'12" E	4.20'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2142.01'	34.01'	34.01'	N 52°10'15" W	1°02'36"
C2	2142.01'	35.72'	35.72'	N 50°56'03" W	0°57'19"
C3	2092.01'	118.47'	118.45'	S 51°30'05" E	3°14'41"
C4	2092.01'	114.60'	114.54'	S 57°00'38" E	3°08'19"
C5	2142.01'	76.66'	76.66'	N 47°14'12" W	2°03'02"
C6	2092.01'	61.46'	61.46'	S 46°46'46" E	1°41'00"
C7	2242.01'	30.04'	30.04'	N 45°25'24" W	0°46'04"
C8	2242.01'	23.53'	23.53'	N 41°24'49" W	0°36'05"
C9	2242.01'	24.29'	24.29'	N 37°30'12" W	0°37'14"
C10	95.00'	41.79'	41.45'	S 03°08'25" W	25°12'14"
C11	2242.01'	26.92'	26.92'	N 31°15'22" W	0°41'17"



1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-1608
Tx. Firm Lic. No. 10023600

Copyright 2016 All County Surveying, Inc.

Plot Date: 12-15-2016
Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-MASTER
Drawn by: SLH
Surveyor: CCL #4636

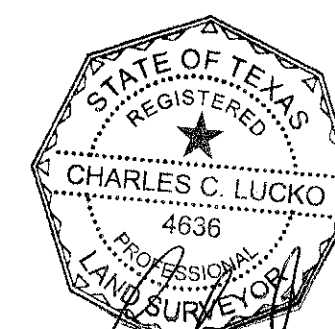
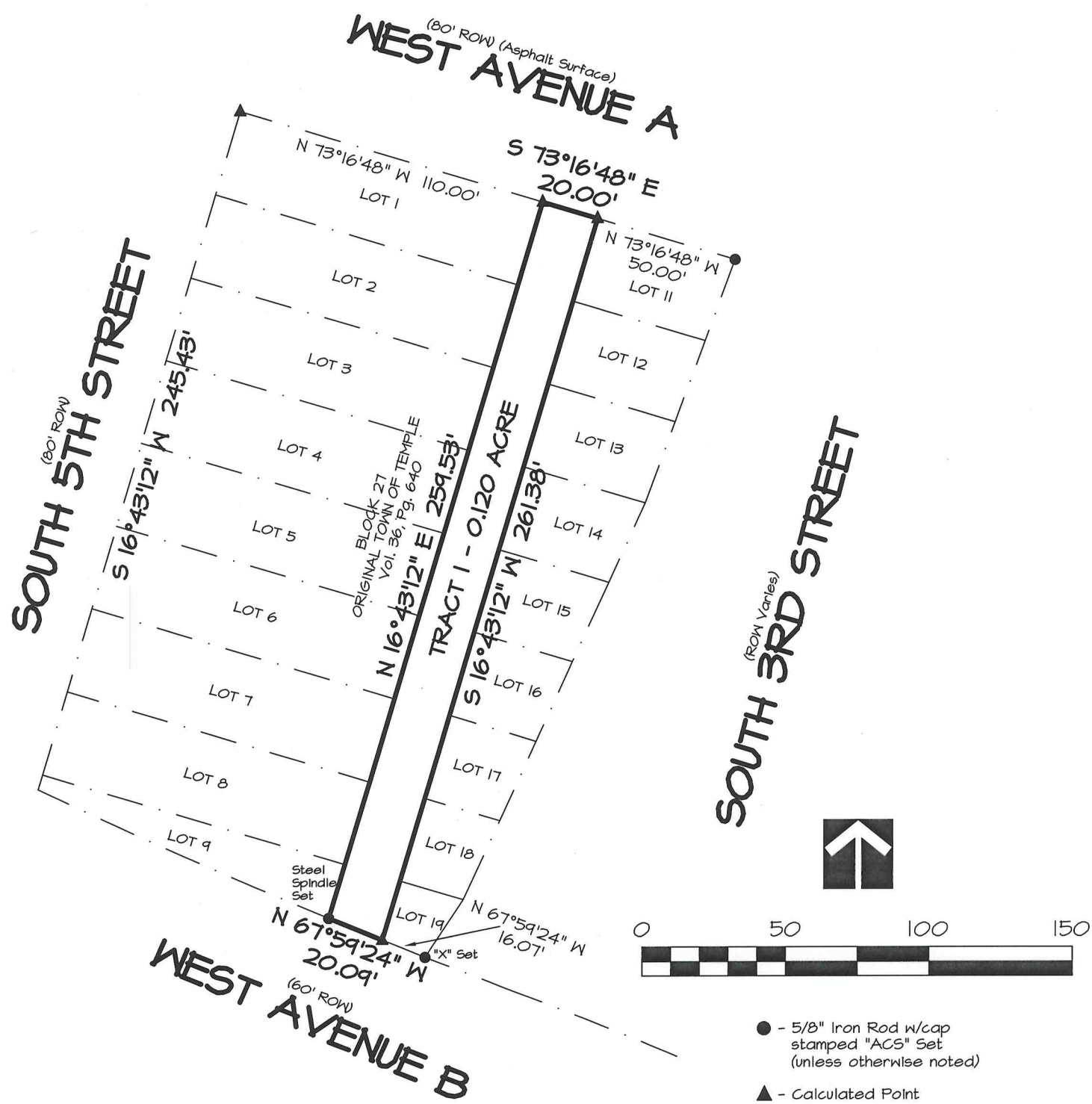


EXHIBIT B

SANTA FE PLAZA ABANDONMENTS
TRACT 1

Survey showing 0.120 ACRE, situated in the MAXIMO MORENO
SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.



This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.120 Acre tract is N 54°50'24" E 5660.89 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

ACS
ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600



Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 1
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.120 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being all of the alley located in Block 27, Original Town of Temple according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point at the northwest corner of Lot 11, said Block 27, being on the south line of West Avenue A, which bears N 73° 16' 48" W – 50.00' from a 5/8" iron rod with cap stamped "ACS" set at the intersection of the south line of said West Avenue A and the west line of North 3rd Street, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said alley, same being the west line of Lots 11 through 19, said Block 27, **S 16° 43' 12" W – 261.38'** to a calculated point on the north line of West Avenue B, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said West Avenue B, **N 67° 59' 24" W – 20.09'**, to a steel spindle set at the southeast corner of Lot 9, said Block 27, being the southwest corner of said alley, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the west line of said alley, same being the east line of Lots 9 through 1, said Block 27, **N 16° 43' 12" E – 259.53'**, to a calculated point on the south line of said West Avenue A, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said West Avenue A, **S 73° 16' 48" E – 20.00'**, to the **POINT OF BEGINNING** and containing 0.120 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.120 Acre tract is N 54°50'29" E 5660.89 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.120 Acre tract.

Surveyed October 18, 2016

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

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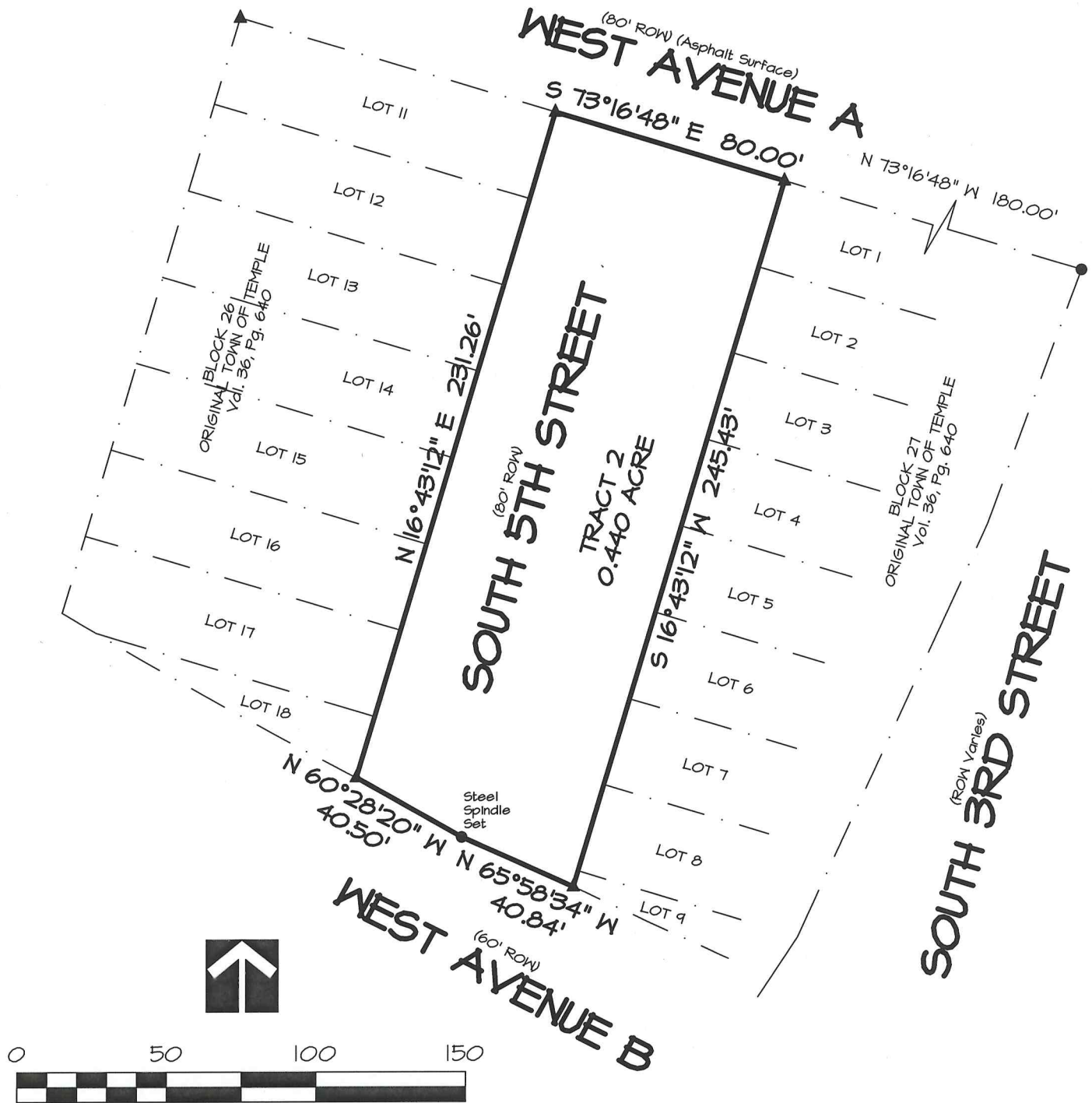


Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

EXHIBIT B

SANTA FE PLAZA ABANDONMENTS
TRACT 2

Survey showing 0.440 ACRE, situated in the MAXIMO MORENO
SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.



- - 5/8" Iron Rod w/cap stamped "ACS" Set (unless otherwise noted)
- ▲ - Calculated Point

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.440 Acre tract is N 53°47'29" E 5581.57 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

ACS
ALL COUNTY SURVEYING, INC.
1303 South 21st Street
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Tx. Firm Lic. No. 10023600



Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 2
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.440 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being a portion of South 5th Street, situated in the Original Town of Temple according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point on the south line of West Avenue A, being on the east line of South 5th Street, which bears N 73° 16' 48" E – 180.00' from a 5/8" iron rod with cap stamped "ACS" set at the intersection of the south line of said West Avenue A with the west line of South 3rd Street, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said South 5th Street, being the west line of Block 27, said Original Town of Temple, **S 16° 43' 12" W – 245.43'**, to a calculated point on the north line of West Avenue B, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said West Avenue B, **N 65° 58' 34" W – 40.84'**, a steel spindle set, and **N 60° 28' 20" W – 40.50'**, to a calculated point at the southeast corner of Block 26, said Original Town of Temple, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the west line of said South 5th Street, same being the east line of said Block 26, **N 16° 43' 12" E – 231.26'**, to a calculated point on the south line of said West Avenue A, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said West Avenue A, **S 73° 16' 48" E – 80.00'**, to the **POINT OF BEGINNING** and containing 0.440 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.440 Acre tract is N 53°47'29" E 5581.57 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.440 Acre tract.

Surveyed October 18, 2016

ALL COUNTY SURVEYING, INC.
1-800-749-PLAT
Tx. Firm Lic. No. 10023600

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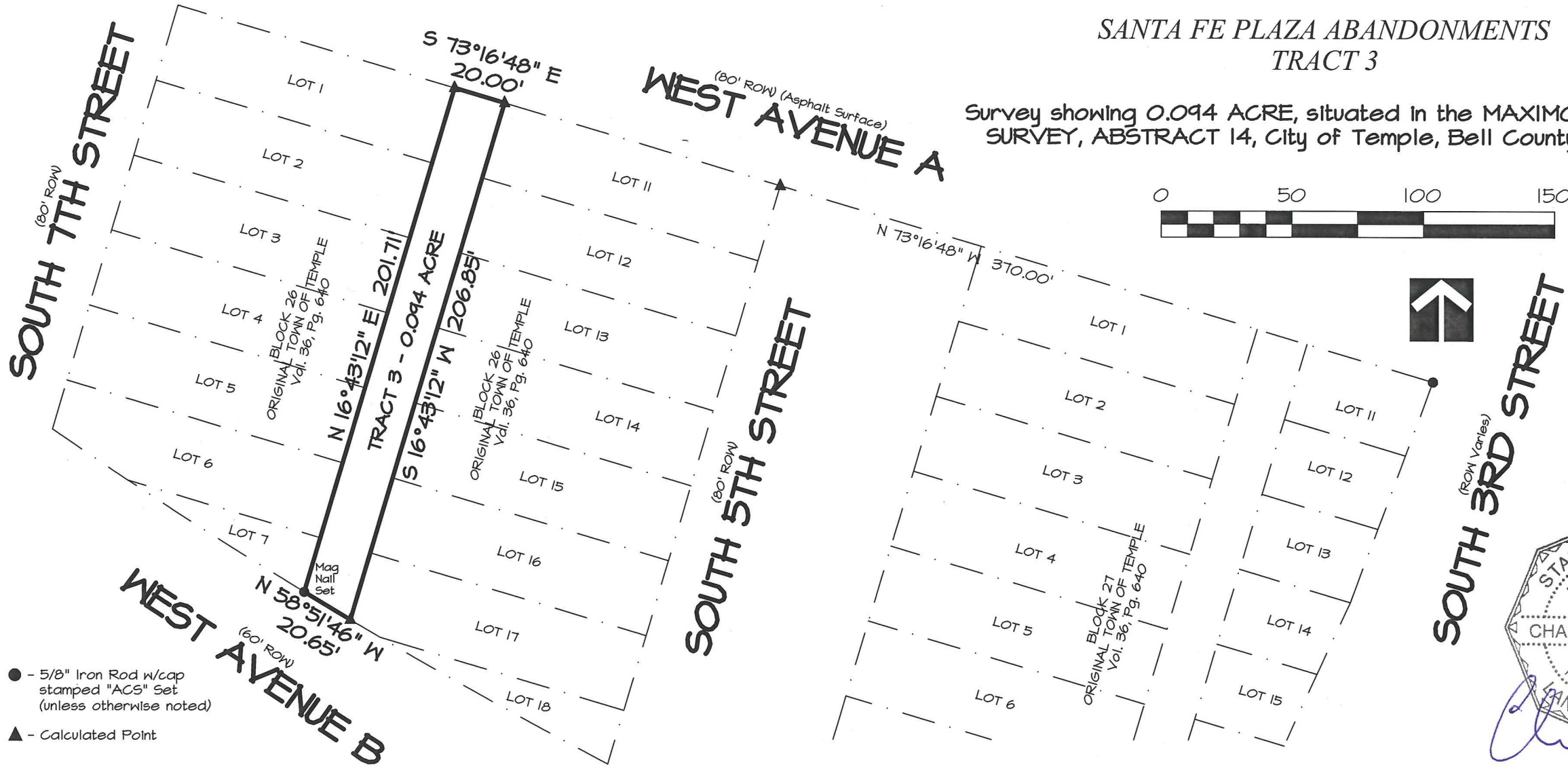


Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

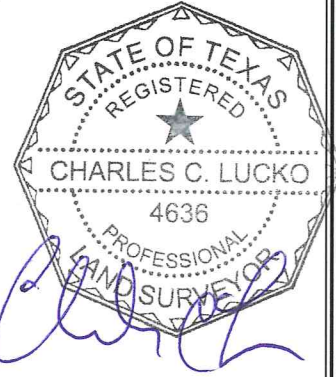
EXHIBIT B

SANTA FE PLAZA ABANDONMENTS
TRACT 3

Survey showing 0.094 ACRE, situated in the MAXIMO MORENO
SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.



- - 5/8" Iron Rod w/cap stamped "ACS" Set (unless otherwise noted)
- ▲ - Calculated Point



This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.094 Acre tract is N 52°12'11" E 5469.14 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 3
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

ACS
ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.094 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being all of the alley located in Block 26, Original Town of Temple according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point at the northwest corner of Lot 11, said Block 26, being on the south line of West Avenue A, which bears N 73° 16' 48" W – 370.00' from a 5/8" iron rod with cap stamped "ACS" set at the intersection of the south line of said West Avenue A and the west line of North 3rd Street, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said alley, same being the west line of Lots 11 through 18, said Block 26, **S 16° 43' 12" W – 206.85'** to a calculated point on the north line of West Avenue B, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said West Avenue B, **N 58° 51' 46" W – 20.65'**, to a mag nail set at the southeast corner of Lot 7, said Block 26, being the southwest corner of said alley, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the west line of said alley, same being the east line of Lots 7 through 1, said Block 26, **N 16° 43' 12" E – 201.71'**, to a calculated point on the south line of said West Avenue A, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said West Avenue A, **S 73° 16' 48" E – 20.00'**, to the **POINT OF BEGINNING** and containing 0.094 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.094 Acre tract is N 52°12'11" E 5469.14 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.094 Acre tract.

Surveyed October 18, 2016

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

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Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

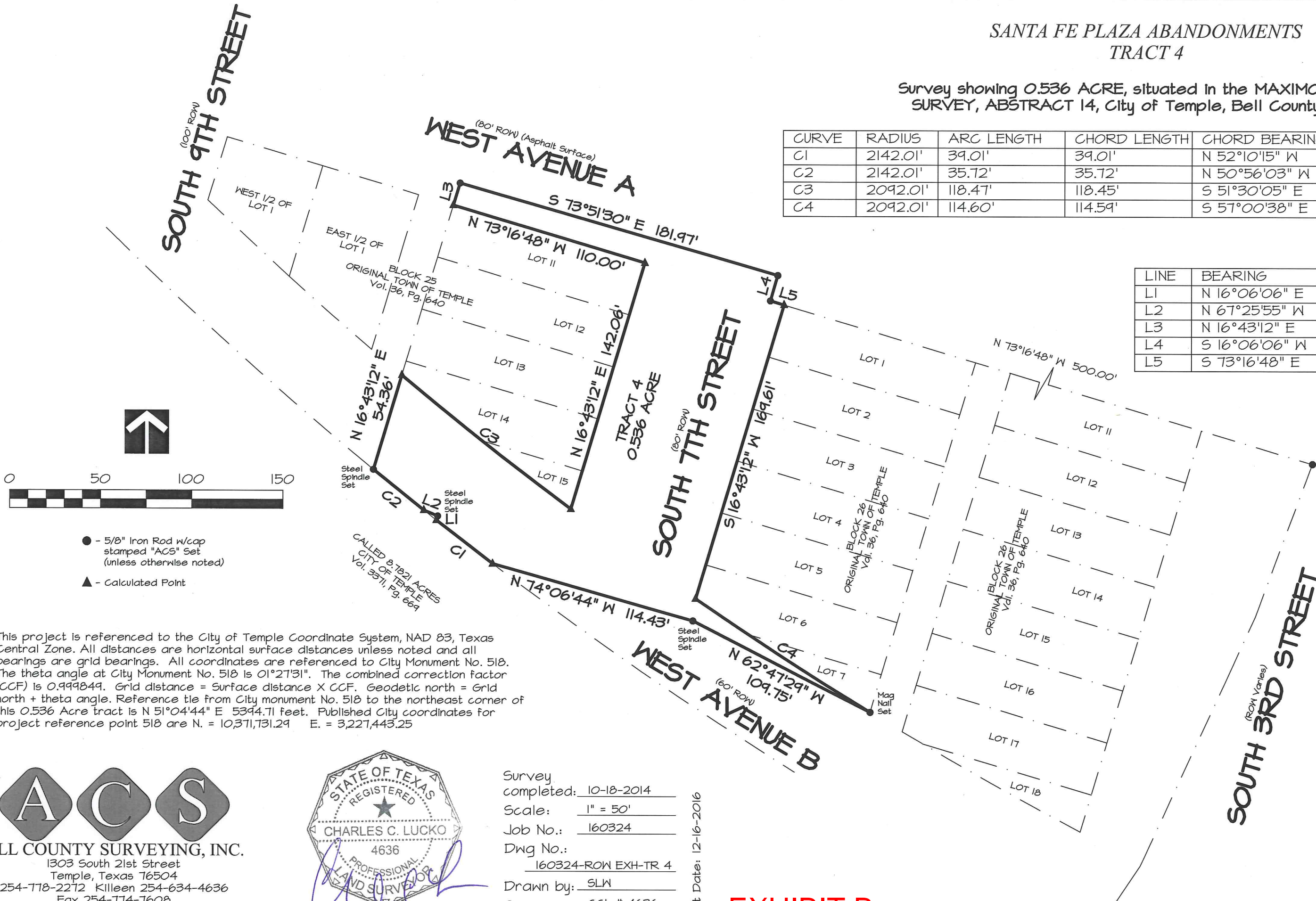
EXHIBIT B

SANTA FE PLAZA ABANDONMENTS
TRACT 4

Survey showing 0.536 ACRE, situated in the MAXIMO MORENO
SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2142.01'	39.01'	39.01'	N 52°10'15" W	1°02'36"
C2	2142.01'	35.72'	35.72'	N 50°56'03" W	0°57'19"
C3	2092.01'	118.47'	118.45'	S 51°30'05" E	3°14'41"
C4	2092.01'	114.60'	114.59'	S 57°00'38" E	3°08'19"

LINE	BEARING	DISTANCE
L1	N 16°06'06" E	2.45'
L2	N 67°25'55" W	8.25'
L3	N 16°43'12" E	12.73'
L4	S 16°06'06" W	14.57'
L5	S 73°16'48" E	7.88'



This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.536 Acre tract is N 51°04'44" E 5394.71 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

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ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600



Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 4
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.536 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being a portion of South 7th Street, a portion of West Avenue A, and a portion of West Avenue B, Original Town of Temple according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point at the northwest corner of Block 26, said Original Town of Temple, being on the south line of said West Avenue A and the east line of said South 7th Street, which said point bears N 73° 16' 48" W – 500.00' from a 5/8" iron rod with cap stamped "ACS" set at the intersection of the south line of said West Avenue A and the west line of South 3rd Street, for the easternmost northeast corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said South 7th Street, same being the west line of said Block 26, **S 16° 43' 12" W – 169.61'**, to a calculated point at the southwest corner of said Block 26, being on the north line of said West Avenue B, for an interior corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said Block 26, same being the north line of said West Avenue B, with a curve to the left; having a radius of **2092.01'**, a delta angle of **03° 08' 19"**, and a long chord which bears **S 57° 00' 38" E – 114.59'**; an arc length of **114.60'**, to a mag nail set at the southeast corner of Lot 7, Block 26, being on the west line of an alley, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, severing said West Avenue B, **N 62° 47' 29" W – 109.75'**, a steel spindle set, and **N 74° 06' 44" W – 114.43'**, to a calculated point on the south line of said West Avenue B, same being the north line of a called 8.7821 Acre tract conveyed to the City of Temple in Volume 3371, Page 669, Official Public Records of Real Property, Bell County, Texas;

THENCE, continuing in said westerly direction, with the north line of said 8.7821 Acre tract, with a curve to the right; having a radius of **2142.01'**, a delta angle of **01° 02' 36"**, and a long chord which bears **N 52° 10' 15" W – 39.01'**; an arc length of **39.01'**, to a calculated point;

THENCE, in a northerly direction, severing said West Avenue B, **N 16° 06' 06" E – 2.45'**, to a steel spindle set, for an interior corner of the herein described tract;

THENCE, in a westerly direction, **N 67° 25' 55" W – 8.25'**, to a calculated point on the south line of said West Avenue B, same being the north line of said 8.7821 Acre tract;

THENCE, continuing in said westerly direction, with the north line of said 8.7821 Acre tract, with a curve to the right; having a radius of **2142.01'**, a delta angle of **00° 57' 19"**, and a long chord which bears **N 50° 56' 03" W – 35.72'**; an arc length of **35.72'**, to a steel spindle set, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, again severing said West Avenue B, **N 16° 43' 12" E – 54.36'**, to a calculated point at the southwest corner of Lot 14, Block 25, said Original Town of Temple;

THENCE, in an easterly direction, with the south line of said Block 25, same being the north line of said West Avenue B, with a curve to the left; having a radius of **2092.01'**, a delta angle of **03° 14' 41"**, and a long chord which bears **S 51° 30' 05" E – 118.45'**; an arc length of **118.47'**, to a calculated point at the southeast corner of said Block 25, being on the west line of said South 7th Street, for an interior corner of the herein described tract;

Surveyor's Field Notes for **0.536 ACRE** (continued):

THENCE, in a northerly direction, with the east line of said Block 25, **N 16° 43' 12" E – 142.06'**, to a calculated point on the south line of said West Avenue A, being the northeast corner of said Block 25, for an interior corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said Block 25, same being the south line of said West Avenue A, **N 73° 16' 48" W – 110.00'**, to a calculated point, being the northeast corner of an alley situated in said Block 25;

THENCE, in a northerly direction, severing said West Avenue A, **N 16° 43' 12" E – 12.73'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, **S 73° 51' 30" E – 181.97'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northernmost northeast corner of the herein described tract;

THENCE, in a southerly direction, **S 16° 06' 06" W – 14.57'**, to a 5/8" iron rod with cap stamped "ACS" set, for an interior corner of the herein described tract;

THENCE, in an easterly direction, **S 73° 16' 48" E – 7.88'**, to the **POINT OF BEGINNING** and containing 0.536 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.536 Acre tract is N 51°04'44" E 5394.71 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.536 Acre tract.

Surveyed October 18, 2016

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

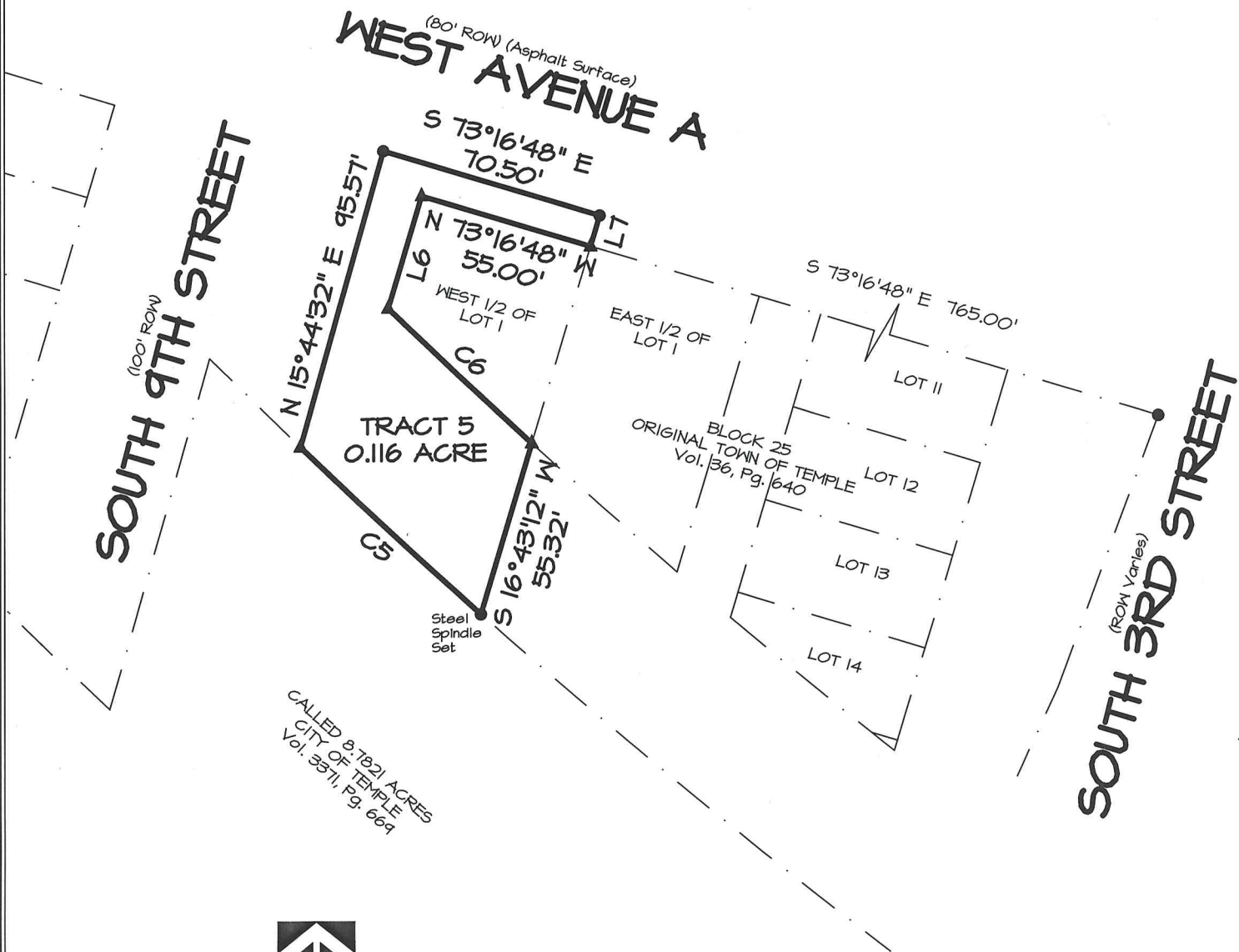
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Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

SANTA FE PLAZA ABANDONMENTS
TRACT 5

Survey showing 0.116 ACRE, situated in the MAXIMO MORENO
SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.



CALLLED 8.7821 ACRES
CITY OF TEMPLE
Vol. 3371, Pg. 669



- - 5/8" Iron Rod w/cap stamped "ACS" Set (unless otherwise noted)
- ▲ - Calculated Point

LINE	BEARING	DISTANCE
L6	S 16°43'12" W	36.46'
L7	S 16°43'12" W	10.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	2142.01'	76.66'	76.66'	N 47°14'12" W	2°03'02"
C6	2092.01'	61.46'	61.46'	S 46°46'46" E	1°41'00"

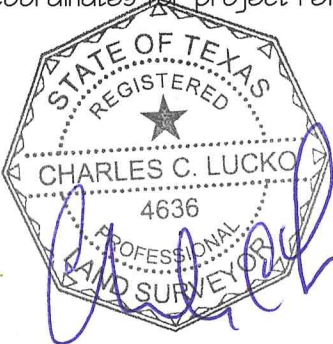
This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the most northern southeast corner of this 0.116 Acre tract is N 48°41'26" E 5249.71 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

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ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600



Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 5
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.116 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being a portion of South 9th Street, a portion of West Avenue A, and a portion of West Avenue B, Original Town of Temple according to the plat of record in Volume 36, Page 640, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point found on the south line of said West Avenue A, same being the north line of Lot 1, Block 25, said Original Town of Temple, which said point bears **N 73° 16' 48" W – 765.00'** from a 5/8" iron rod with cap stamped "ACS" set at the intersection of the south line of said West Avenue A and the west line of North 3rd Street, for the southernmost northeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said Block 25, same being the south line of said West Avenue A, **N 73° 16' 48" W – 55.00'**, to a calculated point at the northwest corner of said Block 25, being on the east line of said South 9th Street, for an interior corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said South 9th Street, **S 16° 43' 12" W – 36.46'**, to a calculated point at the southwest corner of said Block 25, same being on the north line of said West Avenue B, for an interior corner of the herein described tract;

THENCE, in an easterly direction, with the north line of said West Avenue B, with a curve to the left; having a radius of **2092.01'**, a delta angle of **01° 41' 00"**, and a long chord which bears **S 46° 46' 46" E – 61.46'**; an arc length of **61.46'**, to a calculated point, for an interior corner of the herein described tract;

THENCE, in a southerly direction, severing said West Avenue B, **S 16° 43' 12" W – 55.32'**, to a steel spindle set on the south line of said West Avenue B, same being the north line of a called 8.7821 Acre tract conveyed to the City of Temple in Volume 3371, Page 669, Official Public Records of Real Property, Bell County, Texas, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said 8.7821 Acre tract, with a curve to the right; having a radius of **2142.01'**, a delta angle of **02° 03' 02"**, and a long chord which bears **N 47° 14' 12" W – 76.66'**; an arc length of **76.66'**, to a calculated point, for the southwest corner of the herein described tract;

EXHIBIT B

Surveyor's Field Notes for **0.116 ACRE** (continued):

THENCE, in a northerly direction, severing said South 9th Street, **N 15° 44' 32" E – 95.57'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, **S 73° 16' 48" E – 70.50'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northernmost northeast corner of the herein described tract;

THENCE, in a southerly direction, **S 16° 43' 12" W – 10.00'**, to the **POINT OF BEGINNING** and containing 0.116 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the most northern southeast corner of this 0.116 Acre tract is N 48°41'26" E 5249.71 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.116 Acre tract.

Surveyed October 18, 2016

ALL COUNTY SURVEYING, INC.
1-800-749-PLAT
Tx. Firm Lic. No. 10023600

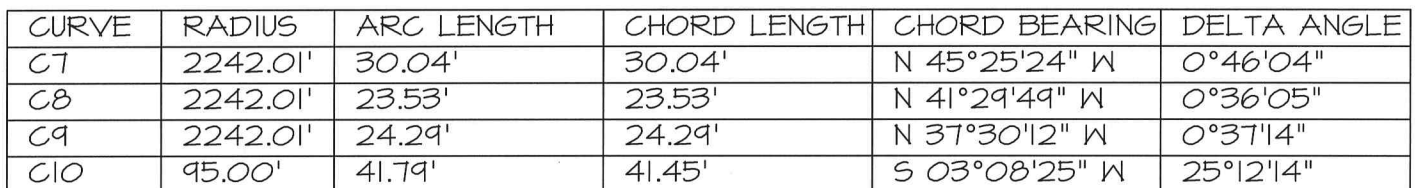
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Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

EXHBIIT B

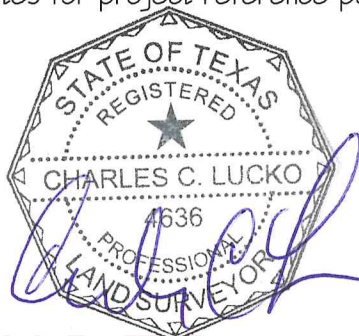
Survey showing 0.160 ACRE, situated in the MAXIMO MORENO SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.



This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is $01^{\circ}27'31''$. The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the interior northeast corner of this 0.160 Acre tract is N $47^{\circ}13'59''$ E 5169.32 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25



1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600



Survey
completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 6
- Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.160 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being a portion of South 9th Street, a portion of West Avenue A, a portion of South 11th Street, and the alley situated in Block 12, all as shown on the plat of Moore's Railway Addition, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Volume 115, Page 416, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point found on the south line of said West Avenue A and the West line of said South 9th Street, being the northeast corner of said Block 12, which said point bears **N 73° 16' 48" W – 920.00'** from a 5/8" iron rod with cap stamped "ACS" set at the intersection of the south line of said West Avenue A and the west line of North 3rd Street, for the interior northeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of Lot 11, Block 12, **N 73° 16' 48" W – 110.00'**, to a calculated point at the northeast corner of said alley, for an interior corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said alley, **S 16° 43' 12" W – 90.16'**, to a calculated point on the north line of a called 8.7821 Acre tract conveyed to the City of Temple in Volume 3371, Page 669, Official Public Records of Real Property, Bell County, Texas;

THENCE, in a westerly direction, with the north line of said 8.7821 Acre tract, same being the south line of said Block 12 and the south line of said alley, with a curve to the right; having a radius of **2242.01'**, a delta angle of **00° 36' 05"**, and a long chord which bears **N 41° 29' 49" W – 23.53'**; an arc length of **23.53'**, to a calculated point at the southwest corner of said alley;

THENCE, in a northerly direction, with the west line of said alley, **N 16° 43' 12" E – 77.77'**, to a calculated point on the south line of said West Avenue A, for an interior corner of the herein described tract;

THENCE, in a westerly direction, with the south line of said West Avenue A, **N 73° 16' 48" W – 110.00'**, to a calculated point at the northwest corner of said Block 12, being on the east line of said South 11th Street, for an interior corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said South 11th Street, **S 16° 43' 12" W – 4.20'**, to a calculated point on the north line of said 8.7821 Acre tract;

THENCE, in a northwesterly direction, with the north line of said 8.7821 Acre tract, with a curve to the right; having a radius of **2242.01'**, a delta angle of **00° 37' 14"**, and a long chord which bears **N 37° 30' 12" W – 24.29'**; an arc length of **24.29'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northwest corner of the herein described tract;

EXHIBIT B

Surveyor's Field Notes for **0.160 ACRE** (continued):

THENCE, in an easterly direction, **S 73° 16' 48" E – 274.19'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, **S 15° 44' 32" W – 137.08'**, to an "X" set in concrete at the beginning of a curve to the left;

THENCE, continuing in said southerly direction, with said curve to the left; having a radius of **95.00'**, a delta angle of **25° 12' 14"**, and a long chord which bears **S 03° 08' 25" W – 41.45'**; an arc length of **41.79'**, to a calculated point on the north line of said 8.7821 Acre tract, for the southeast corner of the herein described tract;

THENCE, in a northwesterly direction, with a curve to the right; having a radius of **2242.01'**, a delta angle of **00° 46' 04"**, and a long chord which bears **N 45° 25' 24" W – 30.04'**; an arc length of **30.04'**, to a calculated point at the southeast corner of said Block 12;

THENCE, in a northerly direction, with the west line of said South 9th Street, same being the east line of said Block 12, **N 16° 43' 12" E – 153.32'**, to the **POINT OF BEGINNING** and containing 0.160 Acre of Land.

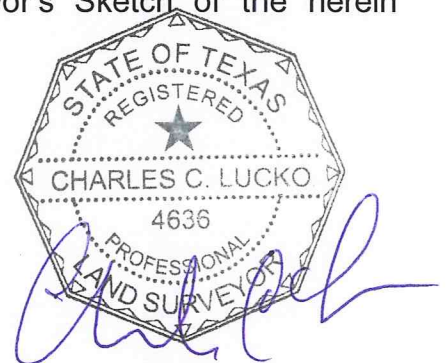
This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the interior northeast corner of this 0.160 Acre tract is N 47°13'59" E 5169.32 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.160 Acre tract.

Surveyed October 18, 2016
ALL COUNTY SURVEYING, INC.
1-800-749-PLAT
Tx. Firm Lic. No. 10023600

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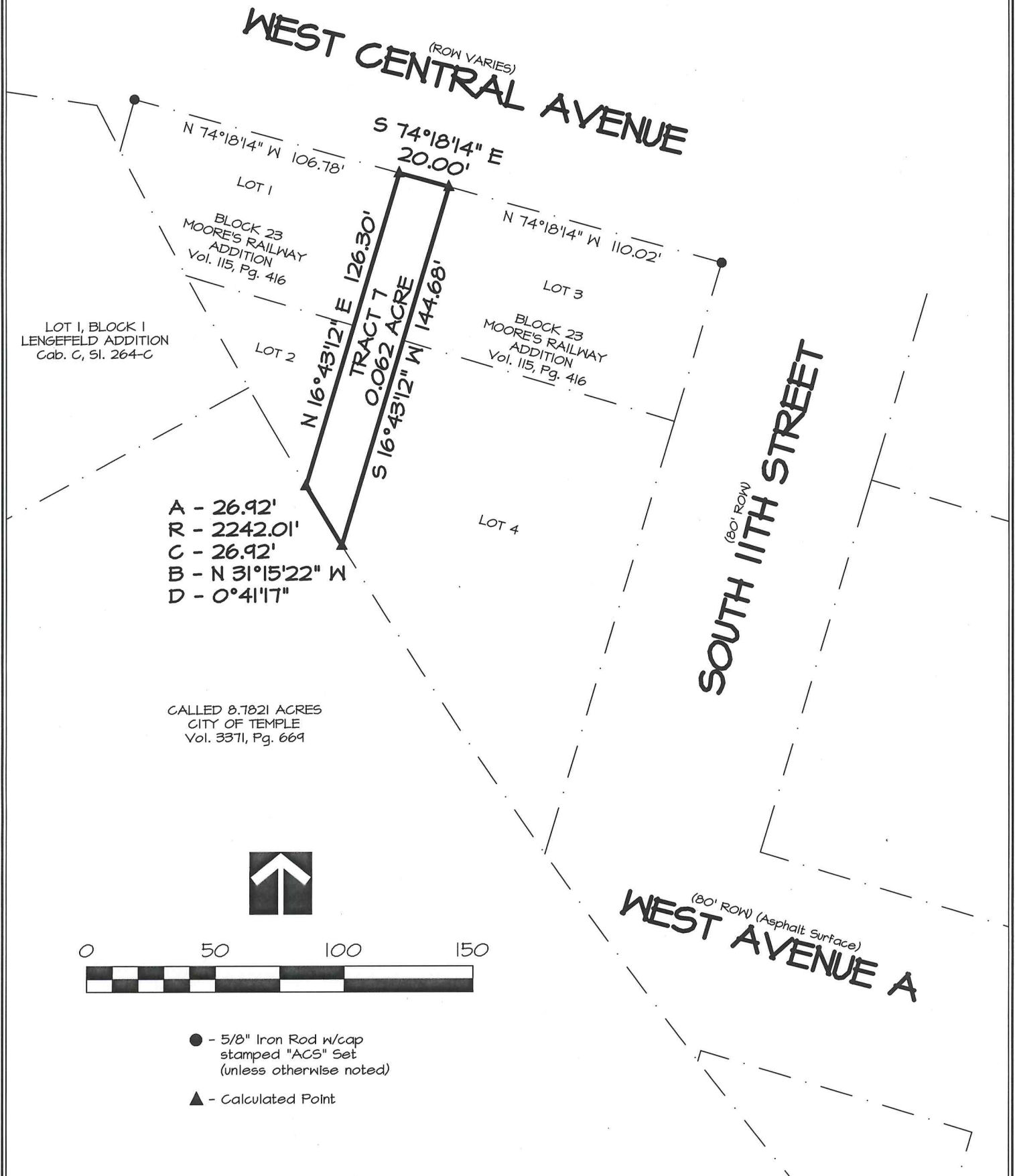


Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

EXHIBIT B

SANTA FE PLAZA ABANDONMENTS
TRACT 7

Survey showing 0.062 ACRE, situated in the MAXIMO MORENO
SURVEY, ABSTRACT 14, City of Temple, Bell County, Texas.

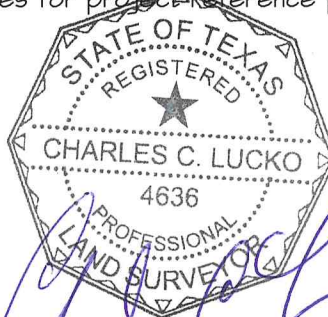


This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.062 Acre tract is N 41°32'21" E 5228.36 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25



ALL COUNTY SURVEYING, INC.

1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
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Survey completed: 10-18-2014
Scale: 1" = 50'
Job No.: 160324
Dwg No.: 160324-ROW EXH-TR 7
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2016 All County Surveying, Inc.

Plot Date: 12-16-2016

EXHIBIT B

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

December 15, 2016

Surveyor's Field Notes for:

0.062 ACRE, situated in the **MAXIMO MORENO SURVEY, ABSTRACT 14**, Bell County, Texas, being a portion of the alley situated in Block 23, Moore's Railway Addition, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Volume 115, Page 416, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point at the northwest corner of the remainder of Lot 3, said Block 23, being on the south line of West Central Avenue, which bears N 74° 18' 14" W – 110.02' from a 5/8" iron rod with cap stamped "ACS" set at the northeast corner of the remainder of said Block 23, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the east line of said alley, **S 16° 43' 12" W – 144.68'**, to a calculated point on the north line of a called 8.7821 Acre tract conveyed to the City of Temple in Volume 3371, Page 669, Official Public Records of Real Property, Bell County, Texas, for the southeast corner of the herein described tract;

THENCE, in a northwesterly direction, with the north line of said 8.7821 Acre tract, with a curve to the right; having a radius of **2242.01'**, a delta angle of **00° 41' 17"**, and a long chord which bears **N 31° 15' 22" W – 26.92'**; an arc length of **26.92'**, to a calculated point at the southeast corner of Lot 2, said Block 23, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the west line of said alley, **N 16° 43' 12" E – 126.30'**, to a calculated point on the south line of said West Central Avenue, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said West Central Avenue, **S 74° 18' 14" E – 20.00'**, to the **POINT OF BEGINNING** and containing 0.062 Acre of Land.

This project is referenced to the City of Temple Coordinate System, NAD 83, Texas Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 518. The theta angle at City Monument No. 518 is 01°27'31". The combined correction factor (CCF) is 0.999849. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 518 to the northeast corner of this 0.062 Acre tract is N 41°32'21" E 5228.36 feet. Published City coordinates for project reference point 518 are N. = 10,371,731.29 E. = 3,227,443.25

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 0.062 Acre tract.

Surveyed October 18, 2016

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

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Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

EXHIBIT B

**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING
MONDAY, DECEMBER 19, 2016**

ACTION ITEMS

Item 6: P-FY-17-03 – Consider and recommend action on the Final Plat of Santa Fe Plaza West, an 11.007 +/- acre, a 9 lot, 3 block, non-residential subdivision, being a replat embracing all or portions of several lots within blocks 25, 26, 27 & 18, Original Town of Temple, subdivision and all or portions of several lots within blocks 12 & 23, Moore's Railway Addition, subdivision, as further described by legal description and providing street frontage on West Ave A, West Ave B, South 11th, South 9th South 7th & South 5th Streets, Temple, Texas.

Mr. Baker stated the applicant is the City of Temple which is being represented by All County Surveying. Because the City is the owner, this item is tentatively scheduled to go forward to City Council on January 19, 2017. This item will also be matched up with an abandonment request which is part of the application.

This is a replat of two existing platted subdivisions (Moore's Railway Addition and Original Town of Temple Subdivision plats).

The final plat was reviewed by the DRC on November 10, 2016 and deemed administratively complete on December 15, 2016.

The zoning for the entire property is Central Area (CA) and proposed as a City-owned plaza.

The replat is the first stage to implementation of the City Council Approved Santa Fe Plaza Master Plan and will be the future administrative office sites for:

Temple Chamber of Commerce;
Temple Economic Development Corporation (TEDC); and
Temple Independent School District (TISD).

The plat as proposed does require right-of-way and alleyway abandonment which will be processed by a separate application.

Sidewalk and other pedestrian amenities are being proposed and would be shown on the building plans which are consistent with City Council Approved Master Plan.

In addition, there is a small parcel (approximately 0.074 +/- acres) in process of being acquired by the City. That acquisition will require a replat of this plat (Santa Fe Plaza West Final Plat) and would possibly include additional abandonment(s). That replat and abandonment would also go back to City Council for final approval authority.

Wastewater, sewer and water are available to serve the site; not only along West Avenue A and West Avenue B, but the additional sewer lines that are available throughout the subdivision.

No exceptions to the UDC are being requested or identified.

The site plan is shown, along with the current configuration and the proposed final plat.

The current topo/utility plan is shown.

Site photos shown.

Staff recommends approval of the final plat of Santa Fe Plaza West.

A public hearing is not required.

Commissioner Alaniz made a motion to approve Item 6, P-FY-17-03, and Commissioner Ward made a second.

Motion passed: (9:0)

RESOLUTION NO. 2017-8524-R

(PLANNING NO. P-FY-17-03)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING THE FINAL PLAT OF SANTA FE PLAZA WEST, AN 11.007 +/- ACRE, 9 LOT, 3 BLOCK, NON-RESIDENTIAL SUBDIVISION, BEING A REPLAT WHICH EMBRACES MULTIPLE LOTS WITHIN THE ORIGINAL TOWN OF TEMPLE SUBDIVISION AND MOORES RAILWAY ADDITION SUBDIVISION PLATS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on November 10, 2016, the Development Review Committee reviewed the proposed final plat of Santa Fe Plaza West and deemed it administratively complete on December 15, 2016;

Whereas, the proposed plat is the first step in the implementation of the Downtown Master Plan as well as the redevelopment of this City-owned property;

Whereas, a companion abandonment request includes rights-of-way abandonment to all portions of West Avenue A, West Avenue B, South 5th, 9th, and 11th Streets, Moores Railway Addition and Original Town of Temple subdivisions and partial alleyway abandonment in Blocks 12, Moores Railway Addition and Blocks 26 & 27, Original Town of Temple subdivision;

Whereas, water and wastewater service is available in the area of the proposed subdivision;

Whereas, the City Council has considered the matter and deems it in the public interest to approve the Final Plat of Santa Fe Plaza West, an 11.007 + /- acre, 9 lot, 3 block, non-residential subdivision, being a replat which embraces multiple lots within the Original Town of Temple subdivision and Moores Railway Addition subdivision plats;

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council approves the Final Plat of Santa Fe Plaza West, an 11.007 + /- acre, 9 lot, 3 block, non-residential subdivision, being a replat which embraces multiple lots within the Original Town of Temple subdivision and Moores Railway Addition subdivision plats.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was 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 19th day of January, 2017.

DANIEL A. DUNN, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney