



**MEETING OF THE
TEMPLE CITY COUNCIL
MUNICIPAL BUILDING
2 NORTH MAIN STREET
3rd FLOOR – CONFERENCE ROOM
THURSDAY, JANUARY 17, 2019**

3:00 P.M.

AGENDA

1. Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, January 17, 2019.
2. Discuss the appointments to the Comprehensive Plan Advisory Committee.
3. Discuss various upcoming board appointments.
4. Receive a presentation on the recodification of the City's Code of Ordinances.
5. Receive an update on right-of-way acquisitions for the Outer Loop Phase 6 project.

Pursuant to Texas Government Code Section 551.072, the City Council may meet in closed session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

6. Discuss the vacancy in the District 4 Councilmember seat, and possible appointment to fill the vacancy.

Pursuant to Texas Government Code Section 551.074, the City Council may meet in executive session to deliberate the appointment of a public officer.

Pursuant to Texas Government Code Section 551.071, the City Council may meet in executive session to conduct a private consultation with the City Attorney on a matter in which the duty of the attorney to the Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Local Government Code Chapter 551.

7. Texas Government Code Section 551.074 – The City Council will meet in executive session to discuss the hiring process, appointment, employment, and duties of City Council Appointees. No final action will be taken.

5:00 P.M.
MUNICIPAL BUILDING
2 NORTH MAIN STREET
CITY COUNCIL CHAMBERS – 2ND FLOOR
TEMPLE, TX
TEMPLE CITY COUNCIL
REGULAR MEETING AGENDA

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

II. PUBLIC APPEARANCE

3. Receive comments from Ms. Kathleen Hammack regarding public transportation.

III. PUBLIC COMMENTS

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

IV. PUBLIC HEARING – BUDGET

4. PUBLIC HEARING – Presentation of the proposed amendment to the adopted Community Development Block Grant, 2018-2019 Annual Action Plan and Budget and notice of 30-day public comment period from January 7 – February 5, 2019.
5. PUBLIC HEARING – Presentation of the proposed amendment to the adopted Community Development Block Grant, 2015-2019 Consolidated Plan and Budget and notice of 30-day public comment period that began January 7, 2019.

V. CONSENT AGENDA

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

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

Minutes

- (A) [December 20, 2018 Special & Regular Called Meeting](#)

Contracts, Leases, & Bids

- (B) [2019-9492-R](#): Consider adopting a resolution authorizing a FY 2019 services agreement with Control Panels USA of Austin for telemetry and supervisory control and data acquisition services in the estimated annual amount of \$25,000.
- (C) [2019-9493-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick and Associates, LP, to perform the Downtown Utility Assessment in an amount not to exceed \$267,814.
- (D) [2019-9494-R](#): Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction of roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end, in an amount of \$85,710.
- (E) [2019-9495-R](#): Consider adopting a resolution authorizing an interlocal agreement with Temple Independent School District for public improvements along North 31st Street and adjacent to TISD's High School Campus.
- (F) [2019-9496-R](#): Consider adopting a resolution authorizing a 35-month lease agreement with Yamaha Motor Finance Corporation, U.S.A., of Cypress, California, for a global positioning system for the golf cars at Sammons Golf Links in the amount of \$88,634 over the 35-month term.
- (G) [2019-9497-R](#): Consider adopting resolutions authorizing 10-year extensions to the following wastewater management agreements:
 - (1) "Operation, Maintenance, and Management Agreement" between the City of Temple, City of Belton and Brazos River Authority for operation and maintenance of the Temple-Belton Wastewater Treatment Plant and Belton Main Lift Station;
 - (2) "Operation, Maintenance, and Management Agreement" between the City of Temple and Brazos River Authority for operation and maintenance of the Doshier Farm Wastewater Treatment Plant and the City's lift stations; and
 - (3) "Management and Administration Agreement" between the City of Temple, City of Belton, and Brazos River Authority for the management and administration of the Cities' Industrial Pretreatment Programs.
- (H) [2019-9498-R](#): Consider adopting a resolution authorizing the acquisition of two permanent easements and three temporary construction easements necessary for the construction of the Bird Creek Interceptor Phase 4 project and authorizing closing costs associated with the purchase in an estimated amount of \$90,000.
- (I) [2019-9499-R](#): Consider adopting a resolution ratifying the acquisition of two easements and two temporary construction easements necessary for the construction of the Charter Oak Waterline in an amount not to exceed \$5,300.
- (J) [2019-9500-R](#): Consider adopting a resolution authorizing the acceptance of a donation of a 3.667-acre tract of land from HEB, LP, a Texas limited partnership, for the benefit of the public.

- (K) [2019-9501-R](#): Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through the Texas School Safety Center at Texas State University for the purpose of enforcing Subchapter 161 Texas Health and Safety Code, in the amount of \$8,900.
- (L) [2019-9502-R](#): Consider adopting a resolution authorizing the purchase of fleet tracking monitoring service for FY 2019 through Synovia Solutions, of Indianapolis, Indiana, in the annual amount of \$43,200.
- (M) [2019-9503-R](#): Consider adopting a resolution authorizing the purchase of properties situated at 814 and 818 East Avenue B and authorizing closing costs associated with the purchase in an estimated amount of \$25,000.
- (N) [2019-9504-R](#): Consider adopting a resolution authorizing the purchase of five properties necessary for the expansion of Old Waco Road, Outer Loop Phase 6, and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$1,308,000.

Misc.

- (O) [2019-9505-R](#): Consider adopting a resolution authorizing the City of Temple's legislative priorities for 2019.
- (P) [2019-9506-R](#): Consider adopting a resolution authorizing the cancellation of the July 4, 2019, City Council meeting.
- (Q) [2019-9507-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2018-2019.

VI. REGULAR AGENDA

ORDINANCES

- 7. [2019-4950](#): FIRST READING – PUBLIC HEARING – FY-19-2-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Single Family Two on 23.901 +/- acres, situated in the Elizabeth Berry Survey, Abstract No. 56, Bell County, Texas, located at the southwest corner of West Nugent Avenue and John Paul Jones Drive.
- 8. [2019-4951](#): FIRST READING – PUBLIC HEARING – FY-19-3-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to General Retail zoning district on 3.31 +/- acres, situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, located along the east side of State Highway 317, addressed as 6521 State Highway 317.
- 9. [2019-4952](#): FIRST READING – PUBLIC HEARING – Consider adopting an ordinance authorizing a five-year franchise with City Ambulance Service to provide non-emergency ambulance transfer services within the City.
- 10. [2019-4953](#): FIRST READING – PUBLIC HEARING: Consider adopting an ordinance establishing curfew hours for minors in accordance with Texas Local Government Code Section 370.002.

RESOLUTIONS

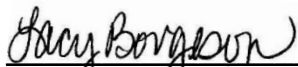
11. Consider adopting a resolution authorizing:
 - (A) **2019-9508-R:** Consider adopting a resolution authorizing a construction contract with R. T. Schneider Construction Company, Ltd. for services to construct Hogan Road from South Highway 317 to South Pea Ridge Road, in the amount of \$3,222,041.73.
 - (B) **2019-9509-R:** Consider adopting a resolution authorizing an amendment to the professional services agreement with BSP Engineers, Inc., for construction-phase services to widen Hogan Road from State Highway 317 to South Pea Ridge Road, in an amount not to exceed \$107,200.
12. **2019-9510-R:** FY-19-1-APL Consider adopting a resolution authorizing an appeal of standards to Section 6.75(I) of the Unified Development Code to permanently allow a roof sign within the I-35 Corridor Overlay at 2418 General Bruce Drive, formerly addressed as 2410 Wilson Place.
13. **2019-9511-R:** Consider adopting a resolution pursuant to Chapter 2206, Government Code § 2206.053 finding that one property situated in the Baldwin Robertson Survey, Abstract #17, Bell County, Texas, is necessary for the proposed expansion of Poison Oak Road and authorizing the use of eminent domain to condemn the property.
14. **2019-9512-R:** Consider adopting a resolution authorizing the purchase of a property necessary for the Poison Oak Road Expansion Project and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$160,000.

BOARD APPOINTMENTS

15. **2019-9513-R:** Consider adopting a resolution appointing members to the Comprehensive Plan Advisory Committee
16. **2019-9514-R:** Consider adopting resolutions:
 - (A) Designating the Chair of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors to fill a term through December 31, 2019; and
 - (B) Appointing one member to the Civil Service Commission to fill an unexpired term through September 1, 2019.

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

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 2:55 pm, on Monday, January 14, 2019.



City Secretary, TRMC

SPECIAL ACCOMMODATIONS: *Persons with disabilities who have special communication or accommodation needs and desire to attend this meeting should notify the City Secretary's Office by mail or telephone 48 hours prior to the meeting date.*

I certify that this Notice of Meeting Agenda was removed by me from the outside bulletin board in front of the City Municipal Building on _____ day of _____ 2019. _____ Title _____

I certify that this Notice of Meeting Agenda was removed by me from the outside bulletin board in front of the City Municipal Building on _____ day of _____ 2019.
_____. Title _____



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #3
Regular Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Timothy A. Davis, Mayor

ITEM DESCRIPTION: Receive comments from Ms. Kahtleen Hammack regarding public transportation.

STAFF RECOMMENDATION: Receive comments as presented in item description.

ITEM SUMMARY: Mr. Hughes submitted a Request for Placement on the City Council Agenda, please see attached the forms.

FISCAL IMPACT: None

ATTACHMENTS:

[Request for placement on agenda](#)



CITY OF TEMPLE, TEXAS

CITY COUNCIL MEETINGS

REQUEST FOR PLACEMENT ON AGENDA

__Priority

NAME OF PRESENTER: KATHLEEN M. HAMMACK
P.O. BOX 1706, TEMPLE, TX 76503 MAILING
ADDRESS: 711 W. CALHOUN, TEMPLE, TX 76501 - PHYSICAL
TELEPHONE NO. (254) 563-5741

DATE REQUESTED TO APPEAR BEFORE THE COUNCIL: (Note – The City Council meets the first and third Thursdays of each month.) 17 JANUARY 2019

SUBJECT TO BE PRESENTED: (Your description must identify the subject matter of your appearance in sufficient detail to alert the public what topic you will discuss and what action you are requesting by the Council.) TAXI CABS, UBER & LYFT

Availability of public transportation, especially for AMTRAK visitors. As well as Greyhound and other places in our community where the H&T does not go.

Note: Separate requests must be completed for each subject presented.

I, the above identified presenter, have read the procedures for public appearances before the City Council of the City of Temple, Texas, and will abide by these procedures.

Kathleen M. Hammack 4 JANUARY 2019
SIGNATURE OF PRESENTER DATE

For Office Use:



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #4
Regular Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

Erin Smith, Assistant City Manager

ITEM DESCRIPTION: PUBLIC HEARING – Presentation of the proposed amendment to the adopted Community Development Block Grant, 2018-2019 Annual Action Plan and Budget and notice of 30-day public comment period from January 7 – February 5, 2019.

STAFF RECOMMENDATION: Receive presentation as indicated in item description and conduct public hearing. No action is required.

ITEM SUMMARY: *2018–2019 Annual Action Plan – Substantial Amendment*

The Annual Action Plan reflects the City of Temple's funding priorities and identifies the projects proposed to receive Federal funds under the CDBG program. Council adopted the Plan Year 2018-2019 Annual Action Plan on August 2, 2018. Staff desires at this time to defund the Housing Improvement Program (HIP) and reallocate those funds to a new infrastructure program.

The City plans reallocate the HIP Plan Year funding from 2015-2018 in the amount of \$663,985 to fund roadway and sidewalk improvements of a two block area of South 7th Street, between Avenue H and Avenue J.

HUD understands that priorities may shift during the plan year, and communities may need to leverage their dollars in other areas. When activities need to be added or deleted from the Annual Action Plan that equal 25% of the annual allocation, it is considered to be a substantial amendment, and it is required that the City seek the changes in accordance with the Citizen Participation Plan. At this time, staff desires to amend the 2018-2019 Annual Action Plan with the addition of a new infrastructure program.

This presentation and public hearing for the proposed amendment to the 2018-2019 Annual Action Plan is in conjunction with the required 30-day public comment period. The public comment period is from January 7, 2019 through February 7, 2019 and includes this hearing, a public meeting to be held on January 22, 2019 at the Historic Post Office and the final public hearing at the February 7, 2019 Council meeting. The comment period will close on February 7, 2019.

FISCAL IMPACT: The grant funds set aside to fund the Housing Improvement Program will now fund the new infrastructure program.

ATTACHMENTS:

[2018-2019 Annual Action Plan](#)



Collaborate . Participate . Engage



2018-2019

Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Temple is an entitlement community recipient of the Community Development Block Grant (CDBG), defined by Title 1 of the Housing and Community Development Act of 1974. Annually, Temple receives Federal funding that is used to address unmet community needs that primarily benefit low- to moderate-income persons. Grants are allocated by the U.S. Department of Housing and Urban Development (HUD) on a formula basis. The Consolidated Plan is a planning document that CDBG community recipients are required to submit every five years. The Five-Year Consolidated Plan is designed to help communities work to access homeless and non-homeless community development needs; affordable housing and market conditions, set goals and objectives and develop funding priorities for CDBG. The most recent Consolidated Plan covers program years 2015-2019. Each year, CDBG grant recipients must submit an Annual Plan to identify proposed activities and projects that will be carried out during the particular year. This Annual Action Plan covers the program year 2018, beginning October 1, 2018 through September, 30, 2019, which is the fourth year of the current Five-Year Consolidated Plan. At least one of the three national objectives listed below must be met before CDBG funds can be expended.

1. Benefiting low- to moderate-income persons;
2. Preventing, reducing, or eliminating slum and blight; or
3. Meeting an urgent community development need.

Temple's current CDBG allocation for PY 2018-19 is **\$536,232**. During the next few years of this current Consolidated Plan period, the City expects to focus its HUD entitlement funds primarily on the first two national objectives by improving the quality of life for those low- to moderate-income individuals and households throughout the City of Temple, and in neighborhoods with more than 51% of low- to moderate-income residents. Selection of the neighborhood is dependent upon the quality of the housing stock, public facilities/infrastructure and the economic opportunities. Temple is unique in that it augments its CDBG allocation with general funds and hotel/motel tax revenue dollars leveraged to ensure that the public service agencies, housing providers, and homeless shelter/service providers have adequate funds to meet the area needs. Should the actual allocation amount increase or decrease from the anticipated funding level, the City will ensure to adjust funding allocation appropriately in the 2018-2019 Annual Action Plan.

The following is a summary of City objectives and outcomes for the 2018-2019 Annual Action Plan, **1.** Decent Housing: provide housing rehabilitation (Minor Repair) for up to 20 housing units; and homeownership counseling services to 40 families. **2.** Suitable Living Environment: Fund a new program

to engage the community and develop pro-active responses to reduce and eliminate crime in the identified low- moderate income area **3.** Slum and Blight: removal of 12 substandard buildings. **4.** Infrastructure: installation of a sidewalk benefitting 525 households in a neighborhood.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During this particular fiscal year, the fourth year of the 2015-2019 Consolidated Plan, all objectives and outcomes are based on data collected through multiple processes throughout the development of the Consolidated Plan, the one-year annual action plan, the Fair Housing Plan and community engagement activities held throughout the year.

Overview - The Action Plan incorporates outcome measures identified in the Consolidated Plan. Performance measures objectives/outcomes have been associated with each activity funded:

General Objective Categories - Activities will meet one of the following:

- Decent Housing (DH)
- A Suitable Living Environment (SL)
- Economic Opportunity (EO)

General Outcome Categories - Activities will meet one of the following:

- Availability/Accessibility (1)
- Affordability (2)
- Sustainability (3)

Housing: To address the housing needs that have been determined based on data, the results of community input, and the realities of funding limitations, the City will use CDBG funds along with general funds through the Community Enhancement Grant (CEG) Program to focus on owner-occupied rehabilitation. This includes emergency or minor repair, weatherization, improved accessibility, first-time homebuyer's assistance and financial literacy/homeownership education. The City will support applications by other entities for state, federal, and private funding for the future construction of new affordable housing units.

The Central Texas Housing Consortium is responsible for managing public housing funds. The Central Texas Council of Governments is responsible for managing the HUD Section 8 Program and other programs funded by federal, state, and local entities.

Infrastructure: The City will complete the installation of sidewalks in the low-mod areas to assist citizens with better accessibility and safety who reside in those areas.

There are common indicators reported on all program activities that will have an impact on performance. These indicators are: 1. Amount of money allocated and/or leveraged from other funding sources per activity; 2. Number of persons, households, businesses, units or beds assisted; 3. Income levels of persons or household by 30, 50, 60, or 80 percent of the area median income; and 4. Race, ethnicity, and disability rate for activities that currently report these data elements.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

2017 saw a turnover in staffing of the Community Development and a restructuring of the Department. The Finance Department is now overseeing the CDBG program.

In plan year 2017, the City exceeded its goal of Spot Blight Demolition by demolishing 15 buildings instead of 12. One of the structures included asbestos remediation and clean up and one building was a burned out structure.

It was determined that the proposed sidewalk installation would exceed the \$25,000 funding allocation. This sidewalk will be completed in two phases with the first phase of the engineering of the sidewalk being completed in Plan Year 2017. The second phase, construction of the sidewalk, will be completed in Plan Year 2018.

Plan Year 2017 saw the roll out of the Housing Improvement Program (HIP). The City received 54 applications requesting assistance; 14 of those did not meet the defined criteria for participation. As the inspections of the applicant homes began, it was quickly realized that the original stated goal of \$5,000 per house would not be sufficient to make any meaningful impact. Staff re-evaluated the program needs and the desired outcomes and determined that the CDBG dollars would be better used to rehabilitate a few houses to a livable standard than do very minor work of no discernable benefit on many houses.

The City of Temple will continue to focus on a variety of activities that help to support the National CDBG objectives, and improve the local community. By implementing activities that primarily impact lower-income residents, barriers are removed to increase opportunities as well as create healthier communities. Even though Plan Year 2017 was slow to start, the City is poised and prepared to continue to implement the goals and programs as described.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The public participation process in the development of the City's 2018-2019 Annual Plan was not as beneficial as that of the past. Ultimately, what led to the development and completion of the City's 2018–2019 Annual Plan was prior years valuable input and citizen comments regarding the lack of affordable housing and minor repair needs of the low-income owner occupied homeowners, as well as critical public service needs of the homeless.

A public forum and two public meetings were held during the development phase. The public forum was held on June 14, 2018 at the Historic Post Office; one public meeting was held during the regular City Council Meeting on June 21, 2018; and the second public meeting was held during the regular City Council Meeting on August 2, 2018. It was also advertised that citizens who were unable to attend these meetings could download comment forms from the City's website and send to the Finance Department. Citizens also could obtain access to the draft version of the Annual Plan, which was posted to the City of Temple's website, and a copy accessible in the Public Library in downtown Temple.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the public forum on June 14, 2018 the City received no public or written comments for the PY 2018 Annual Action Plan during the citizen participation period. There were 4 comments/questions during the June 21, 2018 public meeting and no comments/questions were received during the August 2, 2018 public meeting. The comments centered around the demolition program and neighborhood crime. However, during the public comment period for the development of the 2015-2019 Five-Year Consolidated Plan, many citizens' comments stressed the importance and extreme need for housing repair and maintenance services to stabilize and improve the existing housing stock. The concerned focused on the need to sustain overall growth, while not losing sight of issues that come with growth and possibly cost burden for low-income families, such as high housing costs, low wage and other basic needs. The 2018 Annual Action Plan will continue to carry out and address the extreme need for housing minor repairs that were stressed through public input. The City believes that these needs and issues will continue to be addressed in subsequent years through the Housing Improvement Program (HIP) in order to adequately assist its citizens.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments are taken into consideration. No written comments were received during the Annual Plan's public comment period.

7. Summary

A draft of the PY 2018-2019 Annual Participation Plan was made available to the general public at the following locations: The Temple Public Library and the City of Temple website, for viewing and perusing electronically. The review period was from June 21, 2018 to July 21, 2018. No written comments were received during this required 30-day period.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	TEMPLE	Finance

Table 1 – Responsible Agencies

Narrative (optional)

The City of Temple's Finance Department is the lead agency for the preparation of the Annual Action Plan and the administration of the CDBG program. The Annual Plan's 30-day Public Comment Period was held June 21, 2018 through July 21, 2018, and adoption of the 2018-2019 Annual Action Plan was done during the official City Council Meeting on August 2, 2018.

Consolidated Plan Public Contact Information

Finance Department, 2 North Main Street, Ste 302, Temple, TX 76501

Denny Hainley, Grant Coordinator for the City of Temple, 245.298.5631, dhainley@templetx.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The Finance Department consults with a number of agencies throughout the year and is expanding its role in area-wide coalitions and collaborations. The City of Temple consults with the Central Texas Housing Consortium, which manages the Temple Housing Authority; the Central Texas Council of Governments, which manages the Section 8 Housing Choice Voucher (HCV) program, Area Agency on Aging, Temple Chamber of Commerce, area business leaders, public health departments, Central Texas Workforce Solutions, regional transportation activities, and other regional programs; Central Texas Homeless Alliance; Texas Homeless Network; and a number of public service agencies and advocacy groups. For the Consolidated Plan, the City hosted 2 housing forums, and a community development meeting, as well as two public hearings. Prior to this, during the development of the Consolidated Plan a public survey was done, the stakeholders were interviewed concerning issues specific to their programs and expertise. Each year, a minimum of two public meetings are held during the public participation period for the development of the Annual Action Plan. Various entities; local, regional, state and federal agencies are consulted as part of the development of the annual action plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

City Staff not only attend area-wide meetings and forums on housing, fair housing, public services, economic development, and other area issues, but staff hosts a number of meetings, forums, neighborhood engagement and workshops throughout the year. During the past year, the division has worked diligently to identify and involve more stakeholders and to be integral members of area coalitions. Additionally Neighborhood Associations are developed and the Finance Department partners with these associations to establish continual relationships within these participating neighborhoods to better identify these types of service needs within the community.

The City works closely with the Central Texas Housing Consortium and is increasing its coordination with the Section 8 HCV provider. Recently, the City has received Technical Assistance from the Texas Homeless Network who has hosted meetings with shelter and service providers for the homeless.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Central Texas Homeless Alliance is a group of local and regional non-profit organizations, governmental entities, and faith-based entities serving the Temple-Killeen-Belton and Bell County areas by providing support services, emergency shelter, and housing. The Central Texas Homeless Alliance

joined the Texas Balance of State (BoS) Continuum of Care (CoC) in 2010. The Texas Homeless Network (THN) is a non-profit membership organization that serves as the lead agency for Continuum of Care, planning and management of the Homeless Management Information System for the 213 Texas counties in the Texas Balance of State Continuum of Care. THN assists in developing awareness and formulating strategies concerning statewide issues in the prevention and elimination of homelessness that require a comprehensive approach using a community-based planning structure.

The City of Temple coordinates with the Central Texas Homeless Alliance and Texas Homeless Network, as well as funds Alliance member agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Temple is part of the Central Texas Homeless Alliance, which is part of the Texas Homeless Network's Balance of State. The City consulted with THN and recently requested/received technical assistance for the City and Central Texas Homeless Alliance.

Texas Homeless Network – Balance of State CoC administers HMIS. The City does not receive ESG funds nor do any of the Alliance members receive ESG through CoC or Texas Department of Housing and Community Affairs.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Central Texas Housing Consortium - THA
	Agency/Group/Organization Type	Housing Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing communications with the Central Texas Housing Consortium is essential because this organization is charged with supplying housing units and managing the public housing developments in the City. This coordination helps the City know and identify if and where units are available for citizens eligible for public housing.
2	Agency/Group/Organization	United Way of Central Texas
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Regular meetings about the array of services offered to citizens, and partnering with the City, particularly with the SOAR program and homebuyer education.
3	Agency/Group/Organization	FAMILIES IN CRISIS
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Communications with the Families In Crisis director and consultation with the City, with the anticipated outcome of determining the level of need of homeless families, victims of domestic violence and veteran families, along with the funding received and services provided by the agency. Also information on availability of temporary shelter.
4	Agency/Group/Organization	TEMPLE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City frequently meets and collaborates with the Temple Housing Authority leadership and staff. Particularly in regard to fair housing. The housing authority and public housing programs will continue to partner with several local agencies, faith-based organizations, the City of Temple, and the school district to bring necessary resources to residents.

5	Agency/Group/Organization	Central Texas Council of Government
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Continual contact with the CTCOG team in regard to the status and availability of Housing Choice Vouchers for Temple.
6	Agency/Group/Organization	Hill Country Transit District (The HOP)
	Agency/Group/Organization Type	Services-Elderly Persons Services-homeless Services-Employment Public Transportation

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation about transportation issues and needs for the citizens of Temple. Work together on establishing strategic bus stop locations and routes that would be most beneficial for citizens who primarily use the service.
7	Agency/Group/Organization	TEMPLE HELP CENTER
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Available references and resources for employment related assistance, or help for those seeking employment. Also provides information and referral services to connect families with the appropriate resources to meet immediate and long term crisis, educational classes, short term emergency financial assistance as circumstances warrant, and funds are available, Notary services and assistance in the completion of various public assistance forms.

8	Agency/Group/Organization	Bell County Indigent Health Services
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the sub-group of participants for the Central Texas Supportive Housing Coalition, the entities in Bell County work together to address Homelessness and seek ways to prevent duplication with the homeless population going from city to city in Bell County seeking services.
9	Agency/Group/Organization	HILL COUNTRY COMMUNITY ACTION ASSOCIATION
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff are contacted in order to determine the perceived needs for utility/rental assistance, child care/Head Start, weatherization programs, senior services and other public service needs. Their services are important in working with the City staff for partnering and improved coordination.
10	Agency/Group/Organization	Central Texas Veterans Health Care System
	Agency/Group/Organization Type	Other government - Federal

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from the agency provides information regarding the services available through the medical center and other related Veteran services. Outcome was to establish a contact as a place where necessary services can be provided to citizens needing specialized assistance.
11	Agency/Group/Organization	CENTRAL COUNTY CENTER FOR MHMR
	Agency/Group/Organization Type	Services-Persons with Disabilities Other government - State
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An available reference and resource for those persons with disabilities who are seeking assistance. Also references and services for persons with mental illness or intellectual and developmental disabilities needing support on their road to recovery and enhancement of their lives in the community.

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant agency types were consulted during the drafting of this annual action plan, meetings, forums, workshops, and other events were used to connect with agencies and their staff. The City attempted to contact several attendees and those not attending the public meetings or forums. For those who could not be reached, the agencies' websites were accessed to determine available services and programs.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	Coordinating homeless services with Continuum of Care priorities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation**
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Low-Mod distressed areas</p>	<p>Notice of public hearings and public meetings was published in the daily newspaper of general circulation on June 14, 2018, in advance of each hearing/meeting. Two public hearings were held in conjunction with City Council Meeting. One on June 21, 2018, to announce the opening of the Public Comment Period and the availability of the draft versions of the Annual Action Plan with request for comments and one on August 2, 2018, to allow for additional comments about the Annual Action Plan. The adoption of the final Annual Plan was made by City Council on August 2, 2018.</p>	<p>4 comments/questions received: Councilmember Long asked if the demolition work would be performed by the City. City Manager Myers responded yes and the demolition program was a long standing program. Citizen Grisham asked if all of the costs were provided in the plan and if program details were in the plan. City Manager Myers responded in the affirmative. Citizen Zeptner asked what the target area for demolitions was noting several vacant houses on the East side of Temple that needed to be demolished but thought the properties were of the Bell County Tax Appraisal District. In addition he inquired if the City completes the demolitions or they are contracted out. Mayor Davis responded that the City has a process that is followed for both burned out structures and vacant structures. Citizen Garns commented on crime and gang activity in a couple of areas.</p>	All comments are accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	News-paper Ad	Non-targeted/broad community	Notice of the public hearing and public meeting was published in the local daily newspaper of general circulation on June 7, 2018 in advance of each hearing and meeting.		All comments are accepted	
3	Internet Outreach	Non-targeted/broad community	Information about the meetings, the draft of the Annual Plan, and public comment forms were made available on the City of Temple's website. This information was posted throughout the thirty-day period.		All comments are accepted	http://www.templetx.gov/DocumentCenter/View/24881

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Local Television Access	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>public service support groups</p>	<p>Information about the meetings, where to access the draft of the Annual Plan, public comment period, and public comment forms were made available on the public access television station throughout the public comment period.</p>		<p>All comments are accepted.</p>	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Temple partners with a number of service providers, public service agencies and homeless shelter/housing providers to maximize CDBG resources and other public and private resources. The costs to address the needs of the under-resourced that reside in Temple cannot be covered through a single source, but must be supported through a number of layered and pooled funding streams. While there is no match requirement for CDBG, the City annually supplements community development and provision of services to the under-resourced with over \$500,000 in general funds via the Community Enhancement Grants. The City also employs a staff of grant writers to identify and secure external funding to bring much needed financial resources into the community from other philanthropic, local, state and federal sources, thus ensuring we can leverage our investments and maximize the impact of CDBG activities.

The City anticipates receiving \$536,232 in CDBG funds for PY 2018, and anticipates carryover funds not committed from previous year(s) to be used toward housing rehabilitation, neighborhood revitalization, code enforcement, public services, demolition, infrastructure improvements, and other community development activities. These activities will be addressed and completed only if sufficient CDBG funds are allocated. Due to the uncertainty of the Federal Budget, the City's assumption for preparation of this financial section that funding in this Consolidated Plan will remain at the current level. If there is an increase or decrease in funding allocations from HUD, then the financials will be adjusted accordingly. Administrative expenses are estimated at 20 percent.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	536,232	0	85,825	622,057	550,000	CDBG funds will be used for administration and planning, housing rehabilitation, crime prevention, code enforcement, spot blight reduction, and public facilities improvements.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal funds and additional resources work together to provide the highest level of product/service possible. The CDBG and additional funds from other sources are used in conjunction with CDBG, but are not necessarily used as a match, rather as leverage to supplement and augment projects. Most of the housing programs within Temple are offered through partner organizations. Temple Housing Authority brings other federal grants to the table. Some public service agencies use local federal funds to leverage Texas Department of Housing and Community Affairs funds for City of Temple programs. Temple's City Lot program, the Empowerment Zones and Strategic Investment Zones provide incentives for low-cost access to land, and waiving of fees for the development of new homes in substandard or non-developing areas. The City uses significant general fund dollars in conjunction with CDBG funds to improve parks, facilities, and infrastructure, as well as to support code enforcement and code compliance activities. Other public service programs receive funds from local funds, foundation grants, and private donations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City offers building incentives in Empowerment Zones and Strategic Investment Zones to encourage redevelopment. The City is committed to establishing long-term economic vitality in designated Empowerment Zones, encouraging redevelopment, diversification, rehabilitation and improved housing stock. Through implementation of these incentive programs, developers who meet certain eligibility criteria may facilitate new housing construction for single family and/or rental investments in order to meet the following goals:

- Enhance the neighborhood and improve the quality of life through community partnerships;
- Empower neighborhoods by engaging citizens in the neighborhood improvement process;
- Encourage enhancements that support long-term viability and prevent/address deferred maintenance and property deterioration; and
- Preserve the character of the neighborhood.

The City of Temple has proposed to implement a coordinated program for vacant lots whereby working with the Bell County Appraisal District to identify and utilize abandoned and/or tax foreclosed properties (specifically vacant lots) to address affordable housing and neighborhood revitalization efforts with participating area contractors.

Discussion

The City of Temple uses Federal, State and local resources to address the needs identified by residents for improved services and infrastructure modernization. The City uses CDBG funding to achieve the goals outlined in the five-year Consolidated Plan. The City is expected to receive \$536,232 in FY 2018-19 CDBG funds to address those needs during this annual action plan cycle. Goals and objectives have been adjusted based on the substantial amendment that was made this past year to address the needs and desires expressed verbally by citizens. Additional local, State and Federal funding will be used to make needed improvements to streets, parks, infrastructure, and facilities that serve to promote economic attainment as well as social and environmental justice for all residents of the City of Temple. These Capital Improvement Projects have a direct and positive impact on LMA neighborhoods and residents. Additional General Fund monies are allocated every year for projects that range from funding non-profit agencies to blight demolition. The City of Temple has grant writing staff that work to leverage local, state, federal and private funds in order to maximize the potential impact of programmatic funding for City services. The Finance Department works with the City Manager's Office, to support programs and projects at the City of Temple and to increase the impact of taxpayer funded work for the community. The staff works cooperatively with all departments within the City to increase efficiency and alleviate waste, helping to ensure wise-use of public resources and supporting a more resilient City for future generations.

The City will use CDBG funds, along with leveraged and general funds to address the needs outlined in

the Needs Assessment chapter. It will require additional assistance from non-funded entities to address all of the needs of the community. The City will strive to work with the Central Texas COG, Temple Economic Development Corporation, Temple Independent School District, Bell County, and other public entities as well as private housing developers, lending institutions, and social service organizations to coordinate programs and services to meet the goals and objectives of the CDBG programs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2017	2018	Affordable Housing		Accessibility Improvements in Housing Owner-Occupied Housing Improvements	CDBG: \$284,377	Homeowner Housing Rehabilitated: 5 Household Housing Unit
2	Public Facility and Infrastructure Improvements	2017	2018	Non-Housing Community Development		Sidewalk Improvements	CDBG: \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 525 Persons Assisted
3	Spot Blight Demolition	2017	2018	Demolition and Clearance		Demolition and Clearance Neighborhood Revitalization	CDBG: \$100,000	Buildings Demolished: 12 Buildings
4	CDBG Program Administration	2017	2018	Administration			CDBG: \$67,025	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Crime Prevention Program	2018	2019	Non-Housing Community Development		Crime Prevention Program	CDBG: \$80,434	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
6	Public Facility and Infrastructure Improvements	2018	2019	Non-Housing Community Development		Sidewalk Improvements	CDBG: \$650,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	Provide minor repairs to owner-occupied homes to address necessary repairs, prevent deferred maintenance and property deterioration. Minor rehab/repair will provide housing improvements, energy efficiency, improved accessibility, and enhance the neighborhoods.
2	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	Installation of sidewalk in neighborhood along Adams Avenue between Woodbridge Blvd. and Olaf Drive to improve pedestrian mobility and safety, particularly among children and the disabled, as well as those without vehicles.
3	Goal Name	Spot Blight Demolition
	Goal Description	Clearance and demolition of 12 structures to address spot blight conditions.
4	Goal Name	CDBG Program Administration
	Goal Description	General Administration to carry out all CDBG activities.
5	Goal Name	Crime Prevention Program
	Goal Description	Community engagement to eliminate and/or reduce crime.

6	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	Installation of sidewalk and overlay of street in the two (2) blocks of South 7 th Street, between Avenue H and Avenue J. to improve pedestrian mobility and safety, particularly among children and the disabled, as well as those without vehicles.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Temple will use the 2018/19 CDBG allocation of \$536,232, plus \$85,825, in reprogrammed funds from prior years, for a total of \$622,057 in activity funding. These activities will include:

Housing Improvement Program (HIP): This program provides minor repairs for eligible owner-occupied homeowners who essentially cannot afford to repair or fix-up their homes due to the high cost of living. They do not have expendable income to take care of this need. Therefore the HIP provides this service for eligible homeowners.

Spot Blight Demolition: Identify (in conjunction with community-based Building and Standards Commission and the City of Temple Code Enforcement Department) 12 structures for demolition in order to improve public health and safety while also creating a more appealing space in low income neighborhoods to encourage redevelopment and reinvestment;

Public Facilities Infrastructure Improvements: Installation and repair of sidewalks in qualified low income neighborhoods to enhance mobility of pedestrian traffic, and to link neighborhoods for economic, wellness and social opportunities that enhance neighborhood quality. Scheduled sidewalk installation will be constructed along Adams Avenue between Woodbridge Blvd. and Olaf Drive connection.

Crime Prevention Program: This new program will provide a dedicated and consistent law enforcement presence to work within the low-to-moderate income area with objectives and benchmarks to engage the community for the purpose of eliminating and reducing crime.

Projects

#	Project Name
1	Housing Rehab - Minor Repair
2	Spot Blight Demolition
3	Infrastructure Improvements
4	CDBG Administration
5	Crime Prevention

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities were determined based on:

- Meeting a HUD National Objective;
- Addressing one or more high priority needs set in the Consolidated Plan through resident surveys, stakeholder interviews, City of Temple staff input, observable data, and secondary data;
- Available funding; and
- Subrecipient and City Staff capacity and staff availability.

Allocation priorities are also based upon the Needs Assessment undertaken as part of the development of the Five-Year Consolidated Plan.

The primary obstacle to addressing the underserved needs in Temple is lack of adequate funding. Without adequate financial resources, the City and its partners are not able to address all of the identified needs. Although the CDBG funds are leveraged at a rate exceeding 1:1; the funds are still insufficient to meet the needs of the underserved in the community. Additionally, there is a shortage of high capacity subrecipients and public service agencies. The City encourages CDBG applicants to seek additional resources from other public and private entities in an effort to leverage the limited amount of available CDBG funds.

AP-38 Project Summary

Project Summary Information

1	Project Name	Housing Rehab - Minor Repair
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$284,377
	Description	Provide minor repairs to owner-occupied homes to address and prevent deferred maintenance and property deterioration. Minor rehab/repair will provide housing improvements, energy efficiency, improved accessibility, and enhance the neighborhoods.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
2	Project Name	Spot Blight Demolition
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$100,000
	Description	Demolition and Clearance of 12 substandard structures.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
	Project Name	Infrastructure Improvements

3	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$50,000
	Description	Installation of sidewalks in neighborhood
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	CDBG Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$107,246
	Description	General Administration to carry out the CDBG activities
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
5	Project Name	Crime Prevention
	Target Area	
	Goals Supported	Crime Prevention Program
	Needs Addressed	Crime Prevention Program
	Funding	CDBG: \$80,434

	Description	Provide a dedicated and consistent law enforcement presence to work within the low-to-moderate income area with objectives and benchmarks to engage the community for the purpose of eliminating and reducing crime.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	500 persons
	Location Description	low-moderate area
	Planned Activities	Increase citizen engagement in the target area and establish Neighborhood watches to reduce crime
6	Project Name	South 7 th Street Overlay and Sidewalk Construction
	Target Area	
	Goals Supported	Infrastructure Improvement
	Needs Addressed	
	Funding	CDBG: \$650,000
	Description	Infrastructure enhancements in qualified LMI neighborhoods to enhance transportation, lighting and mobilities to improve placemaking through increased opportunities in low income neighborhoods (sidewalks, drinking fountains, street and sidewalk lighting, bus stop shelters).
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	5000 persons
	Location Description	Low-moderate area
	Planned Activities	Street overlay and sidewalk construction

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds will be used citywide, with emphasis in the lowest income census tract areas. All CDBG funded projects will primarily meet the HUD national objective of benefitting low to moderate income persons.

In the City of Temple, there are 60 block groups, 17 of which are more than 51% LMI. Representing roughly 12,160 low and moderate income residents means that of the estimated 70,765 residents, more than 17% are LMI. Of the 17 LMI block groups, 13 are more than 60% LMI (so well above the 51% threshold). HUD defines an LMI income as one that is at or below 80% of the area median income. The AMI for our Metropolitan Statistical Area (MSA) is \$59,000.

- Extremely Low Income (for a family of four): \$24,600
- Very Low Income Limit (for a family of four): \$29,500
- Low Income Limit for a (for a family of four): \$47,200

The City defines a LMI Concentration Area as an area made up of 51% or more low- and moderate-income residents (typically a Census Tract area boundary).

The City defines a Racial/Ethnic Concentration Area as an area made up of 51% or more racial/ethnic minority residents (typically a Census Tract area boundary).

Combined Concentration is defined as census tracts that have a family poverty rates exceeding 40% that also have more than 50% minority population.

The City of Temple will primarily offer CDBG programs City-wide; the entire City has LMI residents spread throughout most of the Census tracts. Area-benefit projects will focus resources in the qualified LMI Census tracts with the highest percentage of low- to moderate-income and the greatest concentration of minority population, and decaying infrastructure.

Geographic Distribution

Target Area	Percentage of Funds
EAST TEMPLE REVITALIZATION STRATEGY	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Temple estimates that 80% of the funds will be dedicated to projects in the target areas and

that these funds assist a large number of low to moderate income residents.

Target Area: Low- to Moderate-Income (LMI) Areas

Discussion

The City of Temple strives to improve LMI residential neighborhoods, especially those with high concentrations of minorities and protected classes. The City supports public service agencies that work to help end poverty and the resulting impacts felt by families and individuals. The City also funds infrastructure enhancement projects to help make public transportation and multi-modal transportation more accessible and impactful for those who need it most. Public improvements enhanced with CDBG funding help LMI neighborhoods rise up and build pride-in-place to encourage reinvestment and revitalization tract by tract. The continual development of Neighborhood Associations will help in these efforts.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the 2018-2019 plan year, the City of Temple proposes to provide rehabilitation service, minor home repairs to 5 LMI homeowner/occupants through the City's Housing Improvement Program (HIP). This program is designed to serve LMI residents city-wide who have clear title and proven ownership to their homes, and who desperately need repairs to their home that will improve the health and safety of their living environment. Also, this helps to improve the housing stock of substandard structures in the city.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	5

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Because of citizen response and requests for assistance for home repair during the Consolidated Plan process, the City will continue to rehab the owner-occupied homes with minor repairs of eligible low- to moderate-income residents now and in the upcoming years on a first-come, first-served basis.

AP-60 Public Housing – 91.220(h)

Introduction

The Central Texas Housing Consortium (Members: Temple Housing Authority (THA) and Belton Housing Authority (BHA)) own and manage 482 public housing units, 160 Project-based Section 8 units and multiple other types of affordable housing units. The Central Texas Council of Governments is responsible for managing the HUD Section 8 Voucher Program. The City works closely with both organizations to provide whatever assistance may be necessary to enhance public and affordable housing options and Section 8 HCV programs.

Actions planned during the next year to address the needs to public housing

The public housing units are not scheduled for replacement and there are no plans by the Department of Housing and Urban Affairs to expand public housing units in the foreseeable future. All public housing units are maintained in good condition through vigilant attention to preventative maintenance and capital upgrades. Capital improvements planned for public housing units include: kitchen renovation in 98 units and ADA site improvements. There is a severe shortage of Section 8 Housing Choice Vouchers and the Central Texas COG will continue to work with HUD to increase the funding for vouchers. Additionally, the COG and the City will work to educate landlords on the benefits of HCVs and to encourage more landlords to accept voucher holders as tenants.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

While the City of Temple will have no direct action to encourage public housing residents to be more involved in management and participation in homeownership, the Central Texas Housing Consortium is proactive in both resident participation and homeownership:

- The THA operates two community centers at the properties with on-site service coordinators to facilitate access to social services and to encourage participation in the management of programs;
- Residents are encouraged to participate in the development/planning process for the PHA Annual and 5-Year Plans and Capital Fund Plan via newspaper notices, individual resident notices, public hearings and Resident Advisory Board meetings;
- Social activities such as pot luck dinners, cook outs and holiday parties are conducted at all properties to encourage interactions among residents and with the staff and management, opening the door for more involvement by residents;
- Homeownership opportunities are provided through funding from Texas Department of Housing and Community Affairs for first-time homebuyers and the SOAR Grant in partnership with United Way; and
- THA offers scholarships for higher education, provides childcare, completes resident needs

assessments, and provides educational youth activities and many other social service programs to enhance quality of life and self-sufficiency for residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Temple Housing Authority is not a troubled agency. It is classified as a High Performing agency and has maintained this classification since 1999.

Discussion

The federally subsidized housing programs in Temple are split between the Central Texas Housing Consortium, a political subdivision of the State charged with supplying public housing units and managing the public housing developments and residents; multiple other owners of subsidized housing, i.e. tax credit properties, and the Central Texas COG, a Council of Governments responsible for managing the Section 8 HCV program. Though the owners and organizations work independently, they do collaborate and coordinate with each other and with the City of Temple. During PY 2018-19, no significant modifications are expected to the public housing program. The COG will work with the City and other entities to educate landlords on voucher programs and the benefits; such as the payments of rent by the 5th of every month through the COG not the tenant; and helping tenants through education and training on how to avoid eviction, understand that their behaviors not only can result in eviction but loss of vouchers. These two are the most commonly discussed misconceptions/areas of concern.

The Housing Authority will continue to partner with numerous local agencies, faith-based organizations, the City and the school district to bring necessary resources to residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City used CDBG funds for outreach, crisis intervention, and shelter for victims of domestic violence through public service grants to Families in Crisis and AWARE of Central Texas. The City's Community Enhancement Grant Program will use general funds to provide assistance for emergency shelters.

City Staff collaborates with multiple agencies that work to support the needs of the homeless and special needs populations. Including public health, indigent health, mental health agencies (MHMR), the local homeless coalition, the Balance of State Continuum of Care, the Texas Homeless Network, the Central Texas Supportive Housing Coalition, Texas Health Institute, law enforcement, criminal justice, indigent defense, legal aid, shelters, public service agencies, the United Way and many more.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In PY 2018/19 the City will participate and support the Point in Time Count as performed by the local homeless coalition. The City will identify and work with agencies providing emergency shelter and other housing options in Bell County to determine the number of individuals and families who are in need of receiving assistance. Additionally, the City will build awareness around information in the CDBG Consolidated Plan, data from HUD, and the American Community Survey to determine numbers and types of households and individuals (veterans, elderly, disabled, youth) who may be at risk of homelessness due to being extremely low income, having housing problems, lack of employment, poor transportation options, and/or lack of benefits. This information will be used in conjunction with the Central Texas Housing Coalition to help identify those agencies who can provide assistance and resources to intervene and help their needs to prevent homelessness.

Historically, the City of Temple also provides funding to Families in Crisis for outreach and crisis intervention for around 80 victims of domestic violence annually, including unsheltered persons, and those fleeing domestic violence situations.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of City funded activities, Families in Crisis and AWARE will also provide emergency shelter to those to whom they have provided outreach and crisis intervention and are in desperate need of shelter. The City will work with other area agencies providing emergency shelter and other housing

options in Bell County.

Using other funds, the Families in Crisis agency provides TBRA to those exiting the emergency shelter, for transitional housing.

The City of Temple does not have an official emergency shelter center, nor does the City directly fund transitional housing. The Salvation Army has recently completed construction of a shelter center in Temple. It specifically provides emergency shelter for women only. A separate shelter for men is desperately needed and the City is working with the local Salvation Army in this cause. Particularly encouraging the new Salvation Army administration to apply for the ESG grant that would provide assistance for emergency shelter operations, which will help them provide this essential service for the area.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to provide funding for programs, services, and options for housing homeless individuals as funds are available; through the use of public service agencies who are prepared and trained to specifically address the needs of the homeless. Preventing individuals and families, previously homeless, from returning to homelessness requires a full and comprehensive assessment and program which may include tasks and processes that many individuals perform on a daily basis and without serious thought. Simple tasks as planning and cooking a meal, budgeting expenses between pay periods, paying for obligations first opposed to recreation. These tasks coupled with any form of alcohol or drug abuse, mental illness, or physical or developmental disabilities increases the potential for the return to the homeless state, therefore continued support services with extended or longer term case management would likely be required to achieve successful integration and self sufficiency.

The City will continue to support entities working to end homelessness in the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Within the City of Temple, multiple non-profit agencies, and public offices (Temple Community Clinic,

Workforce, United Way, MHMR, etc.) provide services to help prevent homelessness. City staff will collaborate closely with and regularly with these groups to leverage outcomes for those most at risk of homelessness.

Discussion

Though the City of Temple has a small visible homeless population, officials are aware that the loss of jobs, increase in rent, evictions, behavioral issues, or domestic violence can easily lead to homelessness for many low-income individuals and families. The City staff and others will continue to work closely with those agencies specializing in priority activities that are concentrated on homeless prevention and non-homeless special needs.

With the limited CDBG funding, the City's CDBG program is only able to minimally fund the available domestic violence program and other homeless-related programs. City staff will provide technical assistance to area non-profits and work to generally increase community capacity to better serve the homeless, chronically homeless, homeless families, unaccompanied youth, and those with special needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

During the 2018-2019 Annual Action Plan period, the City will continue to implement and support the following actions to overcome the impediments identified in the Fair Housing Plan:

- The City and multiple area non-profits will leverage local funding to provide down-payment assistance to an average of 5 families per year – this works to address the income disparity and the rising costs of homeownership.
- * The City will hold Housing Ownership Workshops, which are community wide public events coordinated by staff to engage citizens to meet with lenders, builders, non-profits, realtors, bankers and other businesses that are involved in the homebuyer process. This an opportunity for all these agencies to come together in one session and allow citizens to become educated about the processes of purchasing a home as well as establishing contact directly with specific agencies that can help them along the way.
- The City's transit system will continue to ensure that routes and times serve the needs of LMI residents using public transportation to get to and from work, shopping and social services – this works to address the income disparity in that public transportation allows exurban and suburban homeowners to access employment centers after moving from more centrally located apartments.
- The City will continue to work with the Temple Housing Authority, Central Texas Housing Consortium, and the newly established partnership with NeighborWorks HomeOwnership Center to offer assistance to those seeking affordable housing in the area – these services work to address the rising homeownership costs.
- The City Council annually appoints the month of April as Fair Housing Month. This City of Temple's proclamation serves to highlight available resources within the City that support fair and affordable housing access.
- The City provides financial support to area non-profits that provide job-training skills, workforce development, training, and educational attainment services to low- and moderate-income residents – this effort supports an increase in educational attainment and a decrease in the community income disparity.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

In the development of the Fair Housing Plan, it was identified that the City's zoning regulations and other land use policies did appear to create some barriers to minorities or the underprivileged moving to opportunities of choice due to shortage of areas zoned for multi-family and the fact that most duplex and multi-family zones are inside the Loop, particularly south of IH-35, where a majority of minorities and lower-income residents live. Those multi-family parcels west of the Loop are higher priced and adjacent to single-family zones, while the areas within the Loop, for the most part, are adjacent to commercial and light industrial land uses and older development. To ameliorate this, during the next five years, the City will assess its current zoning ordinance to determine remedies to the shortage of multi-family zones in areas where the land is affordable for redevelopment.

Through the Empowerment Zone program the City of Temple has taken measures to encourage the development of affordable housing by committing to establishing long-term economic vitality in designated fee waivers, fee reductions, policy changes to encourage redevelopment, diversification and improved housing stock. Through the implementation of this incentive program, developers who meet certain eligibility criteria may facilitate new housing construction for affordable single family structures and/or rental investments in order to meet the following goals:

- Enhance the neighborhood and improve the quality of life through community partnerships;
- Empower neighborhoods by engaging citizens in the neighborhood improvement process;
- Encourage enhancements that support long-term viability and prevent/address deferred maintenance and property deterioration;
- While preserving the character of the neighborhood.

Discussion:

During PY 2018, the City plans to continually address the barriers that are impediments to affordable housing through owner-occupied housing improvements. The City will fund improvements to homes owned and occupied by low- to moderate-income households. The improvements will include repairs/rehabilitation, energy efficiency improvements that will reduce the homeowners' utility costs, and accessibility improvements for the disabled. These efforts are available through the **Housing Improvement Program (HIP)** and **Neighborhood Association** programs as well as through a partnership with the local agency funded to administer the **Weatherization Program** in Bell County.

Through non-CDBG City funds, the City provides a **Tool Trailer Program** and a Tool Lending Program that provides a neighborhood association, a group of homeowners or individuals, a trailer filled with tools to maintain yards or to access select tools. The trailer and tools are provided on a first-come, first-served basis and can be reserved in advance. The trailer is made available for specific lengths of time, agreed upon in advance by both the City and the group doing the service work. The trailer may be requested multiple times by one group if needed. Additionally, an individual tool can be checked out through the **Temple Tool Library**. This program provides residents with the necessary tool(s) for home repairs or

modification enabling them to do it themselves. This is a concept similar to that of checking out a book in the library, but instead of books, the resident can check-out a tool(s). By providing accessibility to quality and costly tools, the Tool Library gives ALL Temple residents the opportunity to repair, enhance, and beautify their homes, allowing them to maintain a sense of independence and dignity.

Transform Temple is a program dedicated to revitalization efforts in targeted areas, performing clean-up and improvement projects, while working with property owners to improve the appearance and safety of the City.

The City grants funding to a subrecipient to provide maintenance education to owners and those intending to purchase a home. This education accomplishes two goals: (1) it trains owners in do-it-yourself and cost-saving maintenance; and (2) it educates prospective buyers in the true cost of homeownership beyond the monthly mortgage and utility payments.

AP-85 Other Actions – 91.220(k)

Introduction:

The underserved face a number of obstacles to meeting their needs. One of the obstacles that is out of their control is the limited capacity of agencies that can provide assistance in breaking down the barriers and lifting up those in need. Lack of financial resources, shortage of staff and overwhelming needs of program participants limit the effectiveness of the service providers. CDBG allocations and Community Enhancement Grants (CEG) will be used to help break down the barriers the under-resourced providers face in order that they may, in turn, address the obstacles their clientele face in getting their service needs met, securing affordable safe housing, and rising out of poverty. Building agency capacity through greater resources, more staff and greater staff support and training will enhance all of the service and housing providers, as well as the City's staff, in meeting the needs of those they serve.

Despite ongoing efforts, there still remains a number of significant obstacles to meeting underserved needs. The following obstacles to meeting these needs in Temple include:

- Population growth
- Cut backs in state and federal funding for basic needs and services
- High cost of housing
- Unemployment
- Need for transportation to existing services and available childcare services

Actions planned to address obstacles to meeting underserved needs

The City will continue to build collaborations in order to better identify and address the needs in the community. Informational forums regarding housing and fair housing will continue to be conducted to expand the number of landlords accepting voucher holders and discussing ways to enhance funding for public services.

The Community Enhancement Grants, funded through general funds and hotel/motel taxes, will assist a number of non-profits serving the low-income population. During PY 2018, the City will use its CEGs to fund The HOP (public transit), Hill Country Community Action Association, Families in Crisis, Temple College Foundation, Temple Housing Authority, Bell County Human Services (Temple HELP Center), MHMR, NeighborWorks, and Habitat for Humanity, all of which address the housing, employment,

education, or social service needs of the most underserved residents in the community.

Actions planned to foster and maintain affordable housing

CDBG funds will be used to maintain affordable housing through owner-occupied housing improvements for the low- to moderate-income households. The Tool Trailer program, whereby the City loans a trailer filled with landscaping and home repair tools to an agency or group of residents for do-it-yourself repairs and improvements, or for volunteers to assist in improving the homes of those who are unable to do the work themselves. The Tool Library program for residents who cannot afford a tool, can check-out the tool or tools, much like checking out a book in the library, and return the tool when completed at no cost to the resident. The City also implemented a reinvestment zone program, whereby developers and/or homeowners can receive cost waivers for building or repairing safe, decent and affordable housing in designated zones within the city.

Actions planned to reduce lead-based paint hazards

Federal regulations, effective September 2000 and updated in April 2010, put in place lead-based paint requirements for all housing activities undertaken by recipients of HUD funds. These regulations require multiple approaches to evaluate, control, and/or abate lead-based paint. Since inception of the CDBG program, all homes older than 1978 scheduled for rehabilitation and/or demolition activities receive lead-based paint testing to determine the extent of lead hazards.

A considerable portion of the housing stock in Temple has the potential of containing lead-based paint hazards, therefore, Temple takes the following actions.

- Hire certified professionals to conduct lead-based paint testing prior to remedial action
- Provide public information and education regarding lead-based paint
- Encourage local contractors to become certified as lead paint inspectors
- Continue to develop technical capacity within the City to manage lead-based paint impacted projects
- Integrate lead hazard evaluation and reduction activities into housing activities when applicable
- Ensure that staff receive proper training to understand how to handle lead-based paint projects

Actions planned to reduce the number of poverty-level families

CDBG and CEG funds will be used to provide educational and job training opportunities that will help to lift individuals out of poverty (United Way). CEG funds will support a number of educational and job training/readiness programs; provide nutritious meals to low income seniors and disabled residents (Meals on Wheels), and to provide homeownership and financial literacy programs that build

sustainable pathways out of poverty for families and individuals in Temple (NeighborWorks).

Actions planned to develop institutional structure

The City of Temple will continue the collaborations and technical assistance that was developed during the Consolidated Planning process. Meetings with community partners to address various programmatic areas, shared knowledge, and integrated programs will continue in PY 2018 and on through the 5-Year Consolidated Planning period. City staff will continue to attend HUD-sponsored trainings, NCTA and NeighborWorks trainings. Inter-departmental collaborations will continue and expand, particularly related to the multi-faceted improvements, in CDBG qualified census tract areas and programs for LMI residents.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will continue to host, facilitate, and attend collaborative meetings with community stakeholders, residents, and public service agencies. Including, but not limited to: Temple Housing Authority, Heart of Central Texas Center for Independent Living, Families in Crisis, Family Promise, Temple Independent School District, Central Texas Council of Governments, Workforce Development, Goodwill Training Center, Helping Hands, Central Texas Housing Coalition, and the United Way of Central Texas.

Discussion:

CDBG allocations and Community Enhancement Grants will be used to help break down many of the barriers the underserved face in getting their service needs met, securing affordable safe housing, and rising out of poverty. Money alone cannot successfully address these obstacles and the City staff is committed to enhancing existing collaborations and building new partnerships as well as enhancing the institutional structure of the City and its partnering agencies. One method in which the City staff is building institutional structure is through participation in the Central Texas Supportive Housing Coalition and Central Texas CDBG Community Network meetings to discuss programmatic ideas and action plans with peers.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Temple does not have program income, Section 108 loan guarantees or urban renewal settlements. No grant funds were returned to the City's line of credit and there are no float-funded activities.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed

2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.

3. The amount of surplus funds from urban renewal settlements

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

5. The amount of income from float-funded activities

Total Program Income:

Other CDBG Requirements

1. The amount of urgent need activities

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income

90

(##.##)

Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

Discussion:

None of the above funding streams are applicable for the City of Temple.



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #5
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DEPT./DIVISION SUBMISSION & REVIEW:

Erin Smith, Assistant City Manager

ITEM DESCRIPTION: PUBLIC HEARING – Presentation of the proposed amendment to the adopted Community Development Block Grant, 2015-2019 Consolidated Plan and Budget and notice of 30-day public comment period that began January 7, 2019.

STAFF RECOMMENDATION: Receive presentation as indicated in item description and conduct public hearing. No action is required.

ITEM SUMMARY: *2015–2019 Consolidated Plan – Substantial Amendment*

The Consolidated Plan outlines how the City of Temple will meet the National Objectives of the Community Development Block Grant (CDBG) requirements from 2015-2019. The Consolidated Plan provides a five-year framework of the program, detailing objectives and expected outcomes.

The City plans reallocate the HIP Plan Year funding from 2015-2018 in the amount of \$663,985 to fund roadway and sidewalk improvements of a two block area of South 7th Street, between Avenue H and Avenue J.

HUD understands that priorities may shift during the five-year period, and communities may need to leverage their dollars in other areas. When activities need to be added or deleted from the Consolidated Plan it is considered to be a substantial amendment, and it is required that the City seek the changes in accordance with the Citizen Participation Plan. At this time, staff desires to amend the 2015-2019 Consolidated Plan with the addition of a new project infrastructure program.

This presentation and public hearing for the proposed amendment to the 2015-2019 Consolidated Plan is in conjunction with the required 30-day public comment period. The public comment period is from January 7, 2019 through February 7, 2019 and includes this hearing, a public meeting to be held on January 22, 2019 at the Historic Post Office and the final public hearing at the February 7, 2019 Council meeting. The public comment period will close on February 7, 2019.

FISCAL IMPACT: The grant funds set aside to fund the Housing Improvement Program will now fund the new infrastructure program.

ATTACHMENTS:

[2015-2019 Consolidated Plan – Executive Summary](#)

[2015-2019 Consolidated Plan – Strategic Plan](#)

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Substantial Amendment adopted 02.07.2018

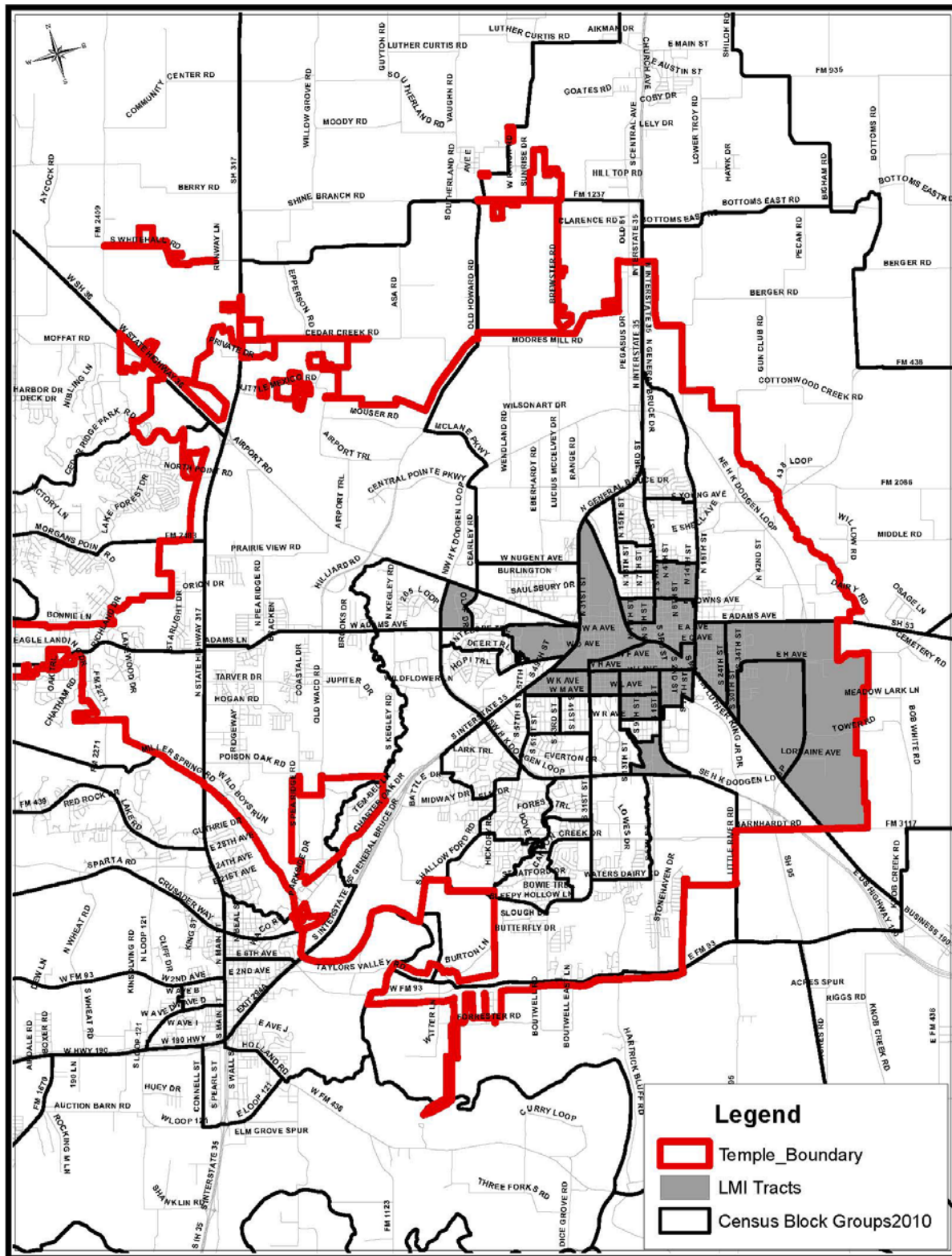
The City has determined that the CDBG program and the low- to moderate-income residents would be better served by restructuring the allocations for Plan Year 2018 by defunding the Housing Improvement Program (HIP) and adding a new street/sidewalk infrastructure program, requiring an amendment to the Consolidated Plan.

As HUD is aware, the City has faces some programming challenges this year that has necessitated the need for the City to produce a timeliness work-out plan. The HIP program was deemed by the City to be inefficient for the needs the Temple and is in the process of being re-evaluated and revised. The HIP program accounts for \$663,984 in unused funding.

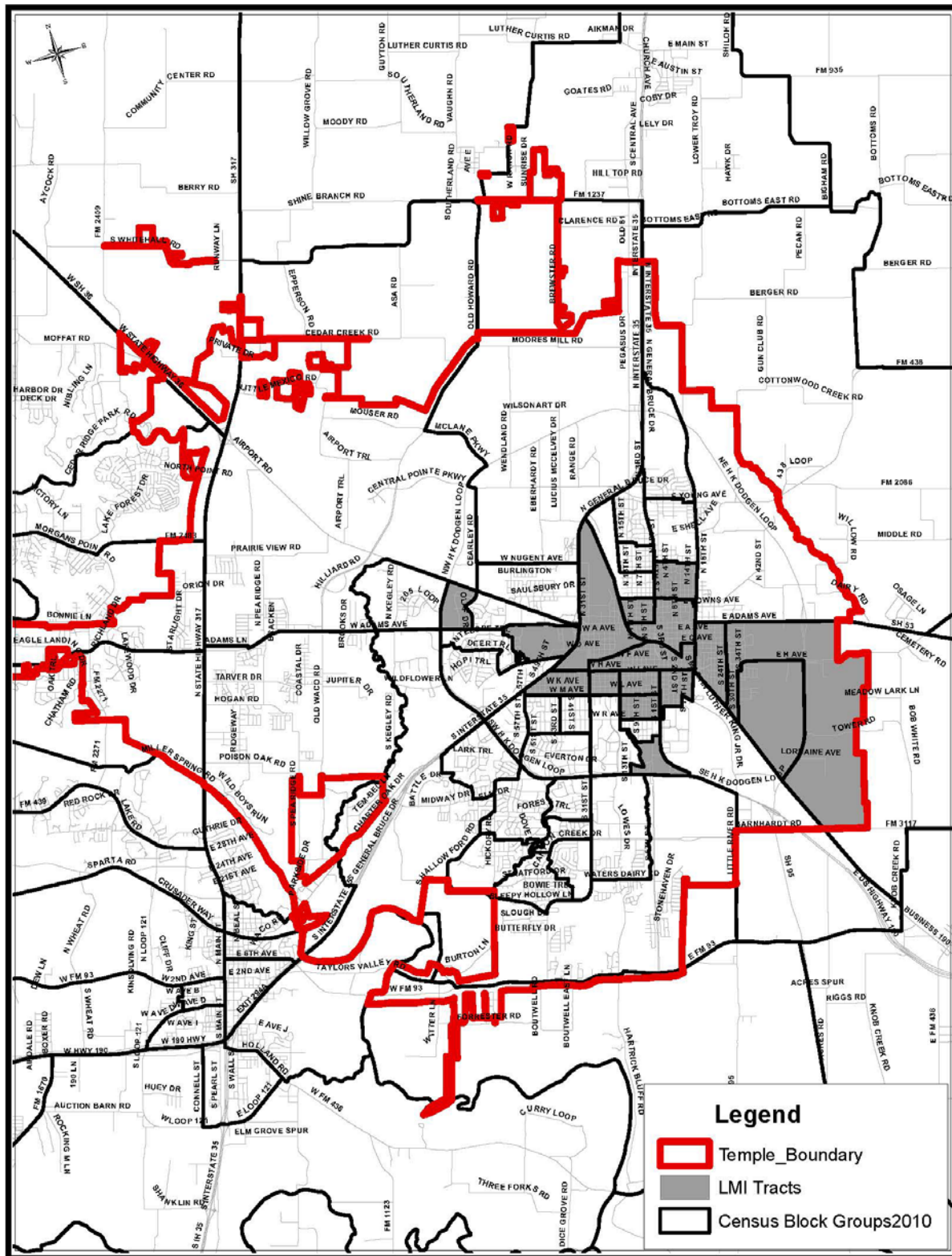
The City had an infrastructure improvement identified for a future plan year. The proposed project is the overlay of two (2) blocks of South 7th Street, located between Avenue H and Avenue J. This section of road is an old brick road that ends in a cul-de-sac located next to the entrance of a combined elementary/middle school. There are portions of sidewalk on both sides of the street, however, there portions of existing sidewalk in need of repair and there is not a continuous sidewalk from Ave H to the cul-de-sac where the school can be accessed. The improvement to this area will not only provide safe pedestrian access but will also provide safe

The City of Temple is committed to developing an effective and efficient HIP program and has targeted the completion of the development of the HIP for implementation in Plan Year 2019.

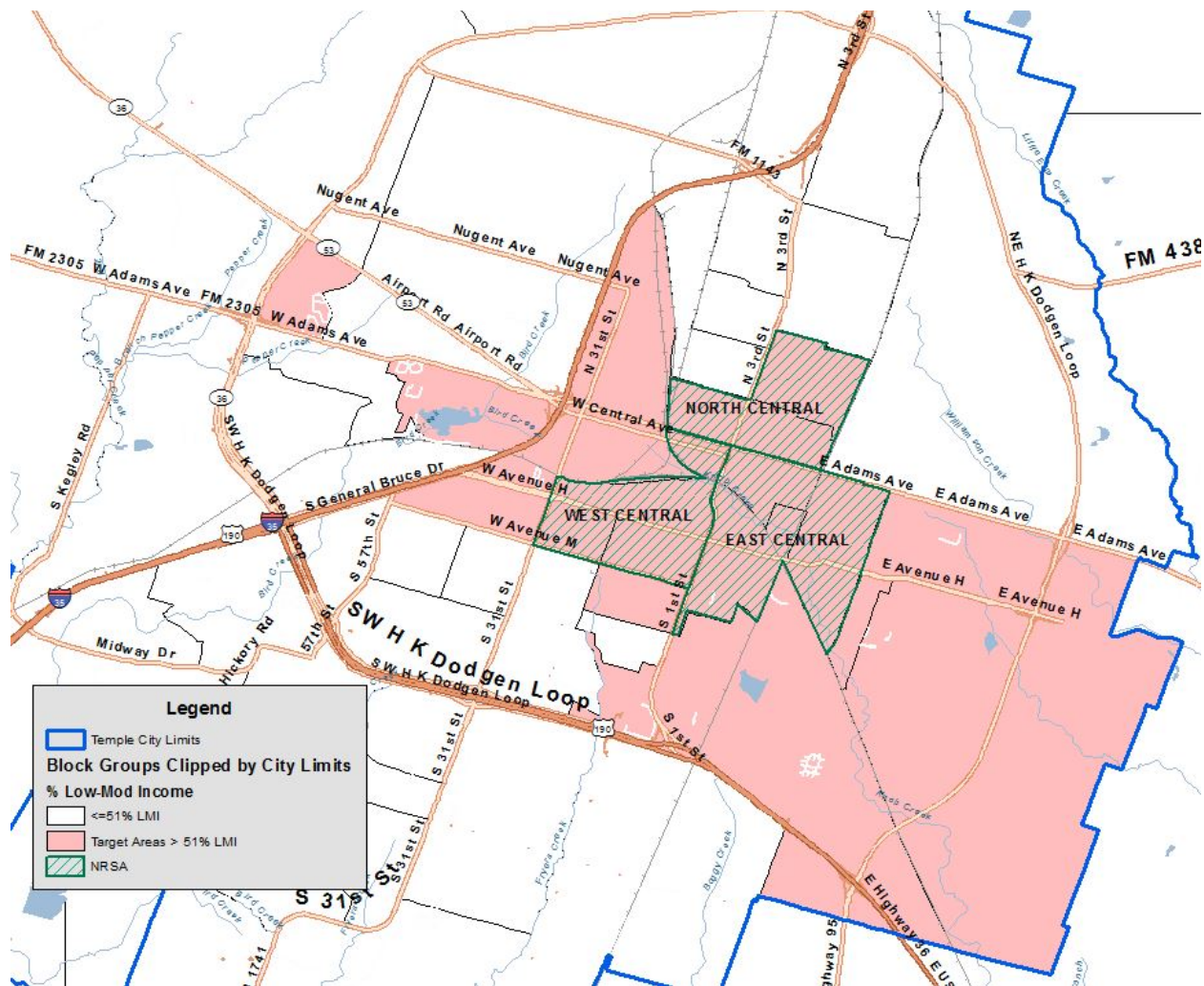
Please note that the AAP section of this Consolidated Plan is the original Plan Year 2015 AAP. The Plan Year 2018 AAP is a stand-alone, separate document.



City of Temple LMI Tracts



LMI Block Group Demographics



Proposed Neighborhood Revitalization Strategy Area

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Overview - please see the overview goals below

Housing: The most common housing problem in Temple is a housing cost burden of greater than 30% of the household income. This is especially true for renters, particularly low- to moderate-income renters. There are 3,635 low- to moderate-income renter households with a housing cost burden greater than 30%, and 1,565 of those have a cost burden of greater than 50%. Of the 1,815 extremely low-income renter households (incomes $\leq 30\%$ AMI), 1,215 have a housing cost burden of greater than 30%, and nearly three-fourths have severe housing problems – cost burden greater than 50% and/or overcrowding of more than 1.5 persons per room, with some households in substandard structures. These households are at an eminent risk of homelessness. Couple the lack of sufficient income with other characteristics linked to instability and homelessness is almost inevitable.

While there is some level of disproportion by race/ethnicity for those with housing problems in Temple, the differences are significantly less than 10%. White households comprise 64.3% of the households in Temple, and 60.4% of the low- to moderate-income households with one or more housing problems. African American, comprising 15.8% of the total households, have a slightly higher proportion of low- to moderate-income households with housing problems at 18.1% of total low- to moderate-income households. Hispanics comprise 16.7% of total households and 19% of low- to moderate-income households with problems. There is definitely a higher housing burden on minorities in Temple, but it isn't extreme and doesn't meet HUD's 10% threshold for designating disproportion.

To address the housing needs that have been determined based on data, the results of community input, and the realities of funding limitations, the City will use CDBG and general funds through the Community Enhancement Grant (CEG) Program to focus on owner-occupied rehabilitation, including emergency repair, weatherization, improved accessibility, and first-time homebuyer's assistance and financial literacy/homeownership education. The City will support applications by other entities for state, federal, and private funding for the construction of new affordable housing units.

The Central Texas Housing Consortium is responsible for managing public housing funds. The Central Texas Council of Governments is responsible for managing the HUD Section 8 Program and other programs funded by federal, state, and local entities.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation/Reconstruction	2015	2019	Affordable Housing		Owner Occupied Housing Improvements	CDBG	Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Down-payment/Closing Cost Assistance	2015	2019	Affordable Housing		Down payment assistance	CDBG	Direct Financial Assistance to Homebuyers: 5 Households Assisted
3	New Affordable Housing	2015	2019	Affordable Housing		New construction of affordable owner occupied homes	CDBG	Homeowner Housing Added: 2 Household Housing Unit
4	Fair Housing Activities	2015	2019	Fair Housing		Fair Housing Activities	CDBG	
5	Infrastructure Improvements	2015	2019	Non-Housing Community Development		Infrastructure Improvements	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
6	Public Facility Improvements	2015	2019	Non-Housing Community Development		Facility Improvements	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Spot Blight Reduction	2015	2019	Non-Housing Community Development		Demolition and Clearance	CDBG	Buildings Demolished: 25 Buildings
8	Homeless Shelter & Transitional Housing	2015	2019	Homeless		Facility Improvements	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted
9	Public Services	2015	2019	Non-Housing Community Development		Public Services	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 1115 Persons Assisted
10	Employment Training/Placement	2015	2019	Non-Housing Community Development		Employment training/placement	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
11	Economic Development	2015	2019	Economic Development		Assistance to businesses	CDBG	Businesses assisted: 5 Businesses Assisted
12	CDBG Administration	2015	2019	Administration			CDBG	

Overview Goals

Homeless

Homeless: There are limited emergency shelters, transitional housing or permanent supportive housing programs within the city limits of Temple, TX and therefore, it is difficult to predict the number of people entering and exiting homelessness each year by population type. Local service providers are active in the Central Texas Homeless Alliance and participated in the Point-in-Time count for Bell-Coryell County conducted on January 23, 2014. The “known location” methodology was used to survey persons found at the sites identified by the community to be where those experiencing homelessness are known to congregate. The total number of survey responses does not represent the total populations experiencing homelessness, so estimates have been formulated by the Texas Homeless Network data team. Overall for Bell and Coryell counties, it is estimated that 495 adults and 65 children experience homelessness annually. The largest population was single adults at 63.9% and families with children being 10.6% of those counted. Individuals meeting the definition of chronically homeless made up 30.4% of the total counted and 35.7% reported they were veterans. On the night of the PIT count, there were six (1.3%) unaccompanied minors.

The City of Temple works with the Central Texas Homeless Alliance and the Texas Homeless Network to identify and plan for the needs of homeless families and individuals in Temple. The City collaborates with the local Alliance, which is a member of the Texas Balance of State CoC. The Texas Homeless Network is the lead agency and provides trainings and technical assistance in developing and managing programs funded by the Continuum of Care and Emergency Solutions Grant programs.

The City of Temple is working with a consultant provided through a Technical Assistance Grant by the Texas Homeless Network to develop a comprehensive action plan to end homelessness in Bell County, including Temple, Belton, Killeen and the rural areas of the county.

Non-homeless Special Need

Non-homeless Special Needs: It is difficult to estimate the exact number of special needs individuals in Temple, and more difficult to estimate the number of LMI special needs populations or those needing housing and supportive services. Special needs populations include the elderly, frail elderly, disabled, those with severe mental illness and/or substance use disorder, and people living with HIV/AIDS (PLWH). Though not a specifically identified “special needs population” group, veterans are a high-need population in Temple.

Based on the American Community Survey (ACS), there are approximately 9,500 elderly in Temple, with 47.2% living alone and 42.8%, many of whom are living alone, who are disabled. Approximately 10.7% of Temple’s elderly are living below the national poverty level.

Also based on the ACS, there are approximately 8,800 noninstitutionalized disabled individuals in Temple, and many are living alone. Many of the individuals have multiple disabilities. Approximately half of the disabled are working age, and comprise 11.2% of the total working age population. According to the ACS, only 20.7% of the working age disabled are employed, and earn \$10,000 below the median earnings of total workers in Temple. One-fifth of the disabled persons are living below the poverty level. Nearly one-third of the veterans in Temple are disabled.

Based on the Texas Department of State Health Services, there are currently 563 individuals in Bell County living with HIV/AIDS. It is estimated that 120 of the Bell County PLWH are residents of Temple.

The City of Temple will assist owner households with disabled or PLWH household members to repair and/or improve accessibility into and through their homes. Additionally, based on funding applications by area non-profits, the City may fund education and job training programs that are specific to the disabled. The City will also identify local and regional agencies that would qualify for and be willing to apply for Department of Labor and Veterans Affairs grants to serve the veteran population.

Non-housing Community Development

Non-housing Community Development: The City's needs for public improvements are centered around park improvements and infrastructure improvements/expansions. Infrastructure improvement needs include new and improved sidewalks and lighting along the sidewalks and streets, to improve pedestrian mobility; street improvements for vehicular and public transit mobility improvements; and water and wastewater line improvements. The need is greatest in the older areas with the highest concentration of low- to moderate-income residents. Centers for the disabled, low-cost health clinics, and facilities for the homeless and victims of domestic violence also have a high priority need.

While CDBG funds will be used to address the needs, most improvements will be funded through general funds and bond funds. The City has recently passed a \$27.6 million bond fund for park improvements and expansions, which includes a wide variety of projects spanning across the entire city, including in the CDBG Target Area. Projects will include upgrades to select neighborhood parks, three new community parks, upgrades to athletic facilities and recreational centers, a deep water pool constructed at Lions Junction Family Water Park, as well as working towards connecting the trail system. All projects are to be scheduled to be completed within four years.

The City is currently developing a Neighborhood Revitalization Strategy Area Plan and will be presenting the plan to HUD for approval. Once approved, non-housing community development projects using CDBG funds will be concentrated in the NRSA.

3. Evaluation of past performance

The City has been focused on a variety of activities that helps us support the national CDBG objectives and improve our community. By implementing activities that primarily impact lower income residents we remove barriers to increased economic opportunity and create healthier communities.

Streets: A section of Avenue H was resurfaced using CDBG funding in an area with a high percentage of residential LMI households. Used primarily by neighborhood residents; via this roadway, motorists and pedestrians can access public parks, City services and public transportation. This section passes through a residential area and links two main transportation corridors within the City: S 1st Street (TX 290) and S 31st Street (FM1741). These ten blocks link LMI neighborhoods to potential employment, shopping, and other services. With pre-2010 conditions tending towards disrepair (potholes, cracks, drainage issues, etc.), the project improved the quality of the living environment for the LMI neighborhood.

The section of 1st Street having sidewalk updates provided by CDBG funding is also in an area with a high percentage of residential LMI households. The section of street is used as a thoroughfare for residents and non-residents alike; with businesses providing much needed services. Pedestrians can access retail, food, car repair, and public transportation along this section of 1st Street. These seven

blocks link LMI neighborhoods to potential employment, shopping and other services. With pre-2010 conditions tending towards the unsightly (older building stock, high rates of disrepair, etc.), the project improved the quality of the living environment for the LMI neighborhood.

Together, these two street/sidewalk projects affirm that municipal investment can help lead a renewal of pride-in-place; and promote additional reinvestment by private parties, businesses, homeowners and renters in the area.

Parks: The City of Temple had planned to complete four infrastructure improvement projects in public parks, during this past Consolidated Plan cycle. Currently, one park improvement project is underway (as outlined by the 2013 annual action plan amendment), and one park improvement project was completed. The completed project has subsequently been deemed ineligible by HUD and funds were repaid into the City's CDBG account with non-federal funds. It is clear at this time if the City will be unable to meet the goal of four park projects during the 2010-2014 Consolidated Plan period. This is due to a number of factors outlined throughout this 2014/15 annual action plan; including but not limited to: decreased annual allocations from HUD, work stoppages in 2012 for capacity building within City operations, and undertaking ineligible activities. Moving forward, the City will carefully identify qualified activities, respond in a timely fashion to community needs, and address appropriate activities with CDBG funds.

PSA's

Public Service Agencies:

Temple HELP Center. The Temple HELP Center offers basic social services, intervention services, prevention services, and other programs to those in need. The HELP center provides emergency and non-emergency financial assistance to residents who are experiencing unexpected struggles and staff provide referrals that connect and enable individuals to address and resolve the issues they are facing. Life-skills classes are offered at the Temple HELP Center that offer a path to self-sufficiency; these classes are often required for those that receive aid and help reduce recidivism. The Temple HELP Center coordinates resources and collaborates with other agencies to prevent duplication of services across Bell County; working to ensure the most effective and efficient use of available limited funding. Through 2015, Bell County Health & Human Services (Temple HELP Center) has received \$67,200 from the City of Temple CDBG funds, providing services to over 500 LMI clients.

Hill Country Community Action Association. Hill Country Community Action Association (Meals on Wheels) provides nutritious, hot meals once per day, five days a week; through congregate and home delivered meal programs to eligible participants in the Temple area. Congregate meals are served each

weekday by volunteers and paid center staff. Home delivered meals are delivered each weekday by paid meal delivery staff and volunteers. The Site Managers and In-Home Services Coordinator coordinate outreach efforts in the community to identify potential clients and assist clients in obtaining increased services when available. HCCAA provides opportunities and resources to improve the lives of Central Texans by providing accessible, quality, and cost effective services to promote the reduction of poverty, the revitalization of low income communities, and the empowerment of low-income families and individuals to become self-sufficient. Through 2015, HCCAA has received \$74,000 from the City of Temple CDBG funds, providing services to over 1,400 LMI clients.

Families in Crisis. Families in Crisis supports and empowers individuals affected by family violence and sexual assault by providing safe shelter while providing advocacy, education and resources to create a safe, supportive community. The agency provides information, referral and access to services that assist in safe management of emergency situations, aids in the recovery process for victims of all ages, guides them through the criminal justice system, educates them to prevent re-victimization and provides safe shelter and support services to victims and at-risk populations. Through 2015, FIC has received \$86,400 from the City of Temple CDBG funds, providing services to over 900 LMI clients.

Family Promise. Family Promise of East Bell County shelters homeless families and connects them with the needed services to obtain employment and permanent housing. Clients are empowered to become independent, self-sufficient and productive members of society. Family Promise develops and provides comprehensive services that include, but are not limited to, providing food, clothing, shelter, and low-cost housing. The organization provides intensive case management to homeless families to help them avoid future homelessness through the acquisition of planning, parenting, and job interview skills. Through 2015, FP has received \$42,900 from the City of Temple CDBG funds, providing services to over 75 LMI clients.

Spot Blight

Spot Blight Demolition:

Demolition of vacant and dilapidated structures is conducted to address blighted conditions on a spot basis; in locations to be determined based on code violations. By eliminating these specific conditions of blight and physical decay, we improve public safety and health, while creating conditions more favorable to economic turn-around, reinvestment, neighborhood pride-of-place, and community beautification. Through 2015, more than 30 structures have been demolished with CDBG funds, improving health, safety and appearances in multiple neighborhoods.

4. Summary of citizen participation process and consultation process

The City of Temple has made a concerted effort to involve as many residents and stakeholders in the planning process as possible. The Consolidated Planning process was kicked off by a roundtable meeting of housing providers in Temple, including the public housing agency, Section 8 provider, TBRA providers,

and ancillary social service providers. From there, the City conducted a meeting of stakeholders and residents, inviting more than 300 to discuss needs and program ideas. There were over 50 attendees discussing housing, public infrastructure, and social service needs. The evening also launched the public survey in English and Spanish. The survey was provided for on-line completion or in paper copies for manual entry. There were 273 surveys completed. The City held 5 public hearings regarding the Consolidated Plan and the Fair Housing Plan with Assessment of Fair Housing, formerly the Analysis of Impediments.

Many community organizations and stakeholders were involved in the consultation process, including state agencies, the Central Texas Council of Governments, The Temple Housing Authority, Bell County, Temple Chamber of Commerce, Central Texas Homeless Alliance, elected officials, various advocacy groups, many local faith-based institutions, churches, civic organizations and fraternal organizations. A list of those involved in the consultation process can be found in section PR-10: Consultation.

5. Summary of public comments

The overwhelming majority of the responses to open-ended questions was to bring more higher-paying jobs into the city and to educate and train the labor force to fill those jobs. Other comments centered around improving the infrastructure, particularly sidewalks and sidewalk/street lighting in the older areas of the city, and improving the housing stock and housing options. The need for more emergency shelters and permanent housing for the homeless was another recurring theme.

A detailed list of responses can be found in the Attachments to the Consolidated Plan; and the priority ratings as a result of the public input along with a sample of public comments can be found in the Citizen Participation chapter

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted, though some were not included in the priorities as they were out of the scope of both HUD-eligibility and City policies.

7. Summary

The City of Temple has developed this 5-Year Consolidated Plan with a substantial level of community involvement and input. The results of the public participation, analysis of secondary data from the Census Bureau, HUD and other agencies, the knowledge of stakeholders and City staff, and the realization of the lack of funds to address all needs have resulted in a plan that maximizes CDBG funds and the City's Community Enhancement Grant program funds to address the greatest needs in the most cost effective and collaborative method possible. Partnering with public service and housing agencies, the City will maximize services to low- to moderate-income residents throughout the city. Partnering with a number of agencies and City departments, the City will concentrate area-based activities in the proposed NRSA to effect greater comprehensive change in the area of greatest need.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan is aimed at addressing as many high priority needs outlined in the Needs Assessment chapters as possible within the available CDBG resources. The high priority needs have been determined through resident and stakeholder input, identified housing, service and facility/infrastructure gaps, input from the Community Development Advisory Committee, funding realities, and availability/capacity of partners.

The plan addresses the housing, infrastructure, public facilities, and public service needs that will be addressed during the next 5 years. Public services will serve low- to moderate-income residents of Temple. Housing and public services are allocated based on the income of the individual household seeking assistance regardless of the neighborhood within the incorporated area in which the individual or family lives. CDBG funds for infrastructure and public facility improvements can only be allocated to projects in CDBG Target Area – areas with more than 51% low- to moderate-income residents. In order to concentrate area-based improvements for greater effectiveness, the City is proposing to HUD a Neighborhood Revitalization Strategy Area (NRSA) within the existing CDBG Target Area. Area-based funding will be focused in this NRSA for the next 5 years. A map of the CDBG Target Area with the NRSA is in the next section SP-10 Geographic Priorities.

The community needs far outweigh the funds available through the CDBG program. In order to meet as many of the priority needs as possible, the City will augment CDBG funds with its own funds and will work in partnership with other entities, including public service and housing programs. The City has developed the Community Enhancement Grant (CEG) Program, allocating general fund dollars and revenues from the hotel/motel tax to better support the work of City departments and community service agencies.

The priority programs to be supported through CDBG and CEG funds include affordable housing, NRSA improvements, shelter for the homeless, and social services for children, youth, disabled, seniors and low- to moderate-income individuals or families.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 2 – Priority Needs Summary

1	Priority Need Name	Owner Occupied Housing Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Persons with Physical Disabilities
	Geographic Areas Affected	
	Associated Goals	Minor Home Repair (owner-occupied)
	Description	Provision of housing rehabilitation for low- to moderate-income homeowners in Temple, with an emphasis on elderly and disabled.
	Basis for Relative Priority	The priority is based on the results of resident surveys, public and housing forums, stakeholder interviews, code enforcement results, and City staff knowledge of the housing conditions in Temple.
2	Priority Need Name	New construction of affordable owner occupied homes
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Public Housing Residents
	Geographic Areas Affected	

	Associated Goals	New Affordable Housing
	Description	There is a high priority need for new single family housing that is affordable for purchase by low- to moderate-income renters, including public housing residents.
	Basis for Relative Priority	The priority is based on the results of resident surveys, public and housing forums, stakeholder interviews, code enforcement results, and City staff knowledge of the housing conditions in Temple.
3	Priority Need Name	Energy efficiency improvements in housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Minor Home Repair (owner-occupied)
	Description	Older owner occupied housing units are often inefficient and high users of energy costing the owners more than average for utilities and wasting resources. Low- to moderate-income homeowners need energy efficient housing to reduce their housing costs and to provide an adequate year-round temperature without drafts or cooling escaping.
	Basis for Relative Priority	The priority is based on the results of resident surveys, public and housing forums, stakeholder interviews, code enforcement results, and City staff knowledge of the housing conditions in Temple.
4	Priority Need Name	Accessibility improvements in housing
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Persons with Physical Disabilities

	Geographic Areas Affected	
	Associated Goals	Minor Home Repair (owner-occupied)
	Description	Homeowners who are elderly and/or disabled are often in need of exterior and interior improvements to allow for accessibility. Low-income households are unable to afford the cost, especially of safely constructed improvements.
	Basis for Relative Priority	The priority is based on the results of resident surveys, public and housing forums, stakeholder interviews, code enforcement results, and City staff knowledge of the housing conditions in Temple.
5	Priority Need Name	Down payment assistance
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Public Housing Residents
	Geographic Areas Affected	
	Associated Goals	Down-payment/Closing Cost Assistance
	Description	In order to assist renters to become first time homebuyers without a housing cost burden, down payment and closing cost assistance is often needed for the low- to moderate-income. Associated with the down payment and closing cost assistance is credit counseling and housing counseling as a pre-requisite for assistance.
	Basis for Relative Priority	The priority is based on the results of resident surveys, public and housing forums, stakeholder interviews, code enforcement results, and City staff knowledge of the housing conditions in Temple.
6	Priority Need Name	Tenant-based rental assistance
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	
	Description	There is a need to provide rental assistance to homeless or those at risk of homelessness due to eviction. With the waiting list for Section 8 HCVs and the urgency of needing to house or keep housed those who are homeless or at risk of homelessness, this activity is a high priority. While the City does not anticipate funding TBRA with CDBG or other funds, it will assist non-profit agencies in applying for federal, state or private funding.
	Basis for Relative Priority	This activity is given a high priority based on the results of the resident surveys and stakeholder interviews and the results of information from the homeless coalition and agencies providing TBRA assistance.
7	Priority Need Name	New construction of affordable rental units
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	
	Associated Goals	New Affordable Housing

	Description	There is a shortage of sound rental units for all family types that will not pose a housing cost burden on the renters. New construction by private for-profit and non-profit developers through the use of Low Income Housing Tax Credits, Housing Trust Fund grants, and other local, state, and federal grants will make more units available to the low- to moderate-income, especially the extremely low- and low-income, including the elderly and disabled.
	Basis for Relative Priority	This priority is based on the results of resident surveys and stakeholder interviews, Census data regarding renters with housing cost burdens, and input from developers.
8	Priority Need Name	Fair Housing Activities
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	
	Associated Goals	Fair Housing Activities
	Description	The housing forums and public meetings have shown that additional fair housing education is required. The City will conduct fair housing public forums, fairs, and meetings as well as support the Section 8 and other TBRA providers in educating landlords about fair housing, particularly regarding accessibility, and encouraging landlords to accept rental vouchers.
	Basis for Relative Priority	This priority is based on the results of resident surveys and stakeholder interviews, responses during housing forums and public meetings, and input from the Section 8 provider.
9	Priority Need Name	Public parks
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Public Facility Improvements
	Description	The voters recently passed a \$27.6 million bond program for the enhancement, expansion, and addition of public parks, especially neighborhood parks, to serve Temple, including low- to moderate-income residents. The parks provide important neighborhood amenities for the under-resourced.
	Basis for Relative Priority	The high priority is based on the City's current Comprehensive Plan, neighborhood master plans, the results of resident surveys and stakeholder interviews, and input from the Parks & Recreation Department.

10	Priority Need Name	Infrastructure Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Infrastructure Improvements
	Description	Infrastructure enhancements in qualified LMI neighborhoods to enhance transportation, lighting and mobilities to improve placemaking through increased opportunities in low income neighborhoods (sidewalks, drinking fountains, street and sidewalk lighting, bus stop shelters).
	Basis for Relative Priority	The high priority is based on the City's current Comprehensive Plan, neighborhood master plans, the results of resident surveys and stakeholder interviews, and input from the of the City staff members' knowledge of deteriorating sidewalks and those not ADA compliant, and the Parks & Recreation Department.
11	Priority Need Name	Code enforcement
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Spot Blight Reduction

	Description	Code enforcement is an integral part of maintaining the desirability and values in residential neighborhoods. Code enforcement officers who conduct windshield surveys to identify violations, receive/investigate complaints, cite violators, and pursue the citation through to completion help to make the neighborhoods safer and more desirable.
	Basis for Relative Priority	The priority is rated as high based on the results of the resident surveys and stakeholder interviews, and input from code enforcement officers and HOAs.
12	Priority Need Name	Demolition and Clearance
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Spot Blight Reduction
	Description	Neighborhood revitalization includes eliminating abandoned unsafe structures through demolition and clearance as well as clearance of vacant lots and illegal dumping grounds. The City will support the demolition/clearance of abandoned structures and the clearance of debris in vacant lots and illegal dumping grounds.
	Basis for Relative Priority	The priority is rated as high based on the results of the resident surveys and stakeholder interviews, and input from code enforcement officers and HOAs.
13	Priority Need Name	Facility Improvements
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Homeless Services Public Facility Improvements
	Description	Facility enhancements, upgrades and modifications to community facilities in LMI areas and limited clientele service agencies community-wide.
	Basis for Relative Priority	The high priority is based on the growing elderly population, increased needs of special needs populations and the results of the resident surveys and stakeholder interviews as well as input from public service agencies, Texas homeless Network, and MHMR.
14	Priority Need Name	Public Services

	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Public Services Crime Prevention Program
	Description	Funding to PSA's for seniors, victims of domestic violence, homeless, youth, children, unaccompanied minors, veterans, special needs populations, and general LMI individuals and families.
	Basis for Relative Priority	High priority is given to these special needs residents based on community surveys, stakeholder interviews, City staff input and state and federal data.
15	Priority Need Name	Employment training/placement

	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Employment Training/Placement
	Description	Employment at a livable wage is required for individuals to be self-sufficient. In order to prepare for adequate employment, many adults require literacy education, GED preparation, job readiness assistance, and job training. Agencies to provide such services are a high priority for Temple.
	Basis for Relative Priority	Based on Census data, the number of adults with limited English proficiency and the number without a high school diploma indicate a high need for services to prepare them for employment. Additionally, specific job readiness and training is a high priority to move many from being working poor into self-sufficiency. Resident surveys indicated that the general population rates adult education as a high priority.
16	Priority Need Name	Assistance to businesses
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Economic Development
	Description	Micro-enterprise programs, facade improvements and other assistance to businesses, particularly small businesses and Section 3 businesses can stabilize and enhance mixed use neighborhoods and create jobs.
	Basis for Relative Priority	Temple's Economic Development Corporation, Choose Temple, resident surveys and stakeholder interviews indicate that the community places a high priority on assisting businesses in the area to thrive and grow.

17	Priority Need Name	Crime Prevention Program
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Public Services Crime Prevention Program
	Description	The Crime Prevention Program will provide a dedicated and consistent law enforcement presence to work within the low-to-moderate income area with objectives and benchmarks to engage the community for the purpose of eliminating and reducing crime.
	Basis for Relative Priority	The priority is based on the results of resident surveys, public forums, stakeholder interviews, police statistics, and City staff.

18	Priority Need Name	South 7 th Street Overlay and Sidewalk Construction
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Individuals Unaccompanied Youth Elderly Frail Elderly Persons with Physical Disabilities Persons with Developmental Disabilities Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Infrastructure Improvement
	Description	Infrastructure enhancements in qualified LMI neighborhoods to enhance transportation, lighting and mobilities to improve placemaking through increased opportunities in low income neighborhoods (sidewalks, drinking fountains, street and sidewalk lighting, bus stop shelters).
	Basis for Relative Priority	The high priority is based on the City's current Comprehensive Plan, neighborhood master plans, the results of resident surveys and stakeholder interviews, and input from the of the City staff members' knowledge of deteriorating sidewalks and those not ADA compliant, and the Parks & Recreation Department.

Narrative (Optional)

The high priorities identified in the 2015-2019 Consolidated Plan are:

- Affordable Housing
- Public Facilities / Infrastructure / Transportation
- Clearance
- Public Services
- Program Administration

The high priority needs were determined in compliance with the City's Citizen Participation Plan following a series of public meetings, stakeholder meetings, and Public Hearings. Each meeting/hearing included a presentation on the City's funding history, eligible activities, national objectives, and fair housing. Participants and the public were encouraged to complete the City's needs assessment surveys – either paper or online. Paper surveys were provided at each of the workshop and small group meetings, and provided in bulk to local organizations, churches, and community groups. The online surveys were advertised at the public library, public housing computer labs, and other community centers where internet access and computers were available to the community. Survey results were presented to the City Council and interested community groups and organizations (as requested), along with any comments that had been received. Additionally reports and presentations were posted to the City's website.

Since the 2015 process of determining priority needs, the City staff and community stakeholders have determined that the code enforcement, spot blight removal and infrastructure improvements cannot sustain positive improvement to quality of life in the CDBG Target Areas without additional dedicated crime prevention activities.

At this time, crime prevention is being added to the list of high priorities. While funding public service agencies is still a high priority, the City has determined that the community would be better served by the agencies being funded through alternate City dollars, freeing CDBG funds for more area-wide activities.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Due to shortage of CDBG funding and the lack of HOME designation, the City does not anticipate funding TBRA programs but recognizes the need for non-profits seeking other federal, state or private funds to be consistent with the Consolidated Plan. The City will support applications for state HOME and ESG funds for TBRA/Rapid Re-housing.
TBRA for Non-Homeless Special Needs	Due to shortage of CDBG funding and the lack of HOME designation, the City does not anticipate funding TBRA programs but recognizes the need for non-profits seeking other federal, state or private funds to be consistent with the Consolidated Plan. The City will support applications for state HOME and ESG funds for TBRA.
New Unit Production	While there is a documented shortage of affordable housing for sale, due to shortage of CDBG funding and the lack of HOME designation, the City does not anticipate funding new unit production but will support the efforts of non-profits to become state CHDOs or use other funds to develop new affordable housing for homeownership. The Central Texas Housing Consortium, which manages the Temple Housing Authority and develops private housing does anticipates developing affordable single family housing for homeownership.
Rehabilitation	Nearly 2,000 homeowners are low- to moderate-income with a housing cost burden of greater than 30% of their income and are not able to afford routine home maintenance much less major improvements. Most cannot afford their insurance deductible when insured damage occurs. As a result, the housing deteriorates rapidly when there is a small repair issue that cannot be managed. Therefore, the City will expend CDBG funds for owner-occupied rehabilitation, including energy improvements and accessibility installations/improvements.
Acquisition, including preservation	There are more than 1,000 moderate-income renters with a housing cost burden of greater than 30% of their income. With proper financial and credit counseling many would be able to become homeowners with housing costs less than they are currently expending for rent. However, most require initial down payment and closing cost assistance to compensate for a shortage of savings. The City will expend CDBG and Community Enhancement Grant funds for first-time homebuyer's assistance.

Table 3 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Temple partners with a number of service providers, public service agencies and homeless shelter/housing providers to maximize CDBG resources and other public and private resources. The costs to address the needs of the under-resourced that reside in Temple, cannot be covered through a single source, but must be supported through a number of layered and pooled funding streams. While there is no match requirement for CDBG, the City supplements community development and provision of services to the under-resourced with over \$500,000 in general funds via the Community Enhancement Grants annually. The City also employs a staff of grant writers to identify and secure external funding to bring much needed financial resources into the community from other philanthropic, local, state and federal sources, thus ensuring we can leverage our investments and maximize the impact of CDBG activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	357,357	0	60,031	417,388	1,429,428	Remaining 4 years calculated assuming a 9% reduction in HUD allocations each year

Table 4 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal funds and additional resources work together to provide the highest level of product/service possible. The CDBG and other funds from other sources are used in conjunction with CDBG, but are not necessarily used as leverage or match, rather as supplemental and augmentation. Most of the housing programs within Temple are offered through partner organizations. Temple Housing Authority brings other federal grants to the table. Some public service agencies use local federal funds to leverage Texas Department of Housing and Community Affairs funds for City of Temple programs. Temple's City Lot program, and the Jeff Hamilton Park Pilot Project provides incentives and easy (low-cost) access to land for the development of new homes in the inner city. The City uses significant general fund dollars in conjunction with CDBG funds to improve parks, facilities and infrastructure as well as to support code enforcement activities. Other public service programs receive funds from Texas Workforce Commission, other public agencies specific to the type of service, foundation grants, and private donations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not Applicable

Discussion

The City of Temple uses Federal, State and local resources to address the needs identified by residents for improved services and infrastructure modernization. The City uses CDBG funding to achieve the goals outlined in the five year consolidated plan. The City will receive \$357,357 in 2015 CDBG funds to be addressed in this annual action plan. This is a 8.5% reduction in funds from last year. Additional local, State and Federal funding is used to make needed improvements to streets, parks, water/sewer infrastructure, and facilities that serve to promote economic attainment as well as social and environmental justice for all the residents of the City of Temple. Of the hundred-plus current Capital Improvement Projects, roughly 46.8% of the projects have direct impact on LMI neighborhoods and residents. Additional General Fund monies are allocated every year for projects that range from funding non-profit agencies to blight demolition. The City of Temple has grant writing staff that work to leverage local, state, federal and private funds in order to maximize the potential impact of programmatic funding on City services. The Office of Sustainability and Grants works within the City Manager's Office, to support programs and projects at the City of Temple and to increase the impact of taxpayer funded work for the community. The staff works with all departments within the City to increase efficiency and alleviate waste, helping to ensure wise-use of public resources and supporting a more resilient City for future generations.

The City will use CDBG funds, along with leveraged and general funds to address the needs outlined in the Needs Assessment chapter. It will require additional assistance from non-funded entities to address all of the needs of the community. The City will strive to work with the Central Texas COG, Temple Economic Development Corporation, Temple Independent School District, Bell County, and other public entities as well as private housing developers and lending institutions, and social service organizations to coordinate programs and services to meet the objectives of the office of Community Development and the CDBG program.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
TEMPLE	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Other
United Way of Central Texas	Non-profit organizations	Economic Development Non-homeless special needs Ownership Planning neighborhood improvements public services	Region
NEIGHBORWORKS OF WACO, INC	Non-profit organizations	Economic Development Ownership Planning	Region
FAMILIES IN CRISIS, INC	Non-profit organizations	Homelessness	Region
FAMILY PROMISE OF EAST BELL COUNTY	Non-profit organizations	Homelessness	Region
Central Texas Housing Consortium - THA	Non-profit organizations	Ownership Public Housing Rental public services	Region

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC	Non-profit organizations	Homelessness Non-homeless special needs Ownership public services	Region
Heart of Central Texas Independent Living	Non-profit organizations	Non-homeless special needs	Region
Texas Homeless Network	Non-profit organizations	Homelessness	Region
Hill Country Transit District (The HOP)	Non-profit organizations	public services	Region
Texas Health Institute	Non-profit organizations	Non-homeless special needs Planning public services	Region
Helping Hands Ministry	Non-profit organizations	Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public services	Region
Heart of Texas Goodwill Industries, Inc.	Non-profit organizations	Homelessness Non-homeless special needs Ownership Planning Rental public services	Region
Workforce Solutions of Central Texas	Government	Economic Development public services	State

Table 5 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The Consolidated Plan is implemented through the structure created by the City of Temple which is the lead agency and a CDBG Entitlement entity. The City's strength is that it has a history of coordination and collaboration with other governmental entities and agencies in the implementation of HUD and non-HUD funded programs and services. The City's Community Development staff is responsible for managing all HUD funds received by the City. The Central Texas Housing Consortium is responsible for managing public housing funds. The Central Texas Council of Governments is responsible for managing the HUD Section 8 Program and other programs funded by federal, state and local entities.

The Central Texas Homeless Alliance works with the Texas Homeless Network to identify and plan for the needs of homeless families and individuals in Bell County. The Alliance is a member of the Texas Balance of State CoC. The Texas Homeless Network is the lead agency that provides trainings and technical assistance in developing and managing programs funded by the Continuum of Care and Emergency Solutions Grant programs.

The City of Temple is working with a consultant provided by the Texas Homeless Network to develop a comprehensive plan to end homelessness in the Central Texas area including Temple, Belton, Killeen and the rural areas of Bell County.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services		X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X		
Employment and Employment Training	X	X	X
Healthcare	X		
HIV/AIDS	X		
Life Skills	X	X	X

Supportive Services			
Mental Health Counseling	X		
Transportation	X		
Other			

Table 6 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

All services in the system are available to people experiencing homelessness. While very few programs are targeted specifically to the homeless population, efforts are made by housing and service providers to work collaboratively with the agencies providing needed supportive services and affordable housing. The Central Texas VA Health Care System provides targeted outreach, services, housing assistance to veterans and their families. The Central Texas Homeless Alliance holds regular meetings with time set aside for discussion of needs, gaps in services, and available services, allowing for information sharing and collaboration between agencies.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The strength of the service delivery system is that there is already a network of collaboration and cooperation between agencies. Often agencies are the sole source of a service which requires that agencies work together to meet the needs of their clients. The City is interested in working with agencies and the Balance of State CoC in order to address the needs of people experiencing homelessness, specifically focusing on housing needs. Agencies participating in HMIS are able to provide referrals and information through this database, thus reducing the time it takes to apply for and access programs.

The largest gap in the service system is financial. Agencies do not have the financial resources to expand and/or develop programs specifically to meet the needs of special populations including those experiencing homelessness. There are limited emergency shelters, Rapid Re-Housing programs and permanent supportive housing programs in the City of Temple. Affordable housing subsidies are limited to the Section 8 program and public housing units. The Section 8 waiting was February 1, 2015 closed. The public housing waiting list is open with a wait time of three to six months. The Central Texas Housing Consortium has developed a number of properties with rents below the market rate which are affordable to some low-income households. Agencies need funding to hire new staff and train existing staff in order to have the capacity to develop and manage new programs.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The strategies for overcoming gaps and capacity issues in the service delivery system require additional funding. The City of Temple will continue to work with the Central Texas Homeless Alliance and the Texas Homeless Network to identify a strategy for developing new programs, identifying funding and building the capacity of local agencies. Additionally the City will work with agencies located in other cities that are interested in developing satellite programs or would be willing to set-aside vouchers and service slots for Temple residents in their current programs. The City will continue to participate in the Texas Balance of State CoC in conducting PIT counts, needs assessments, gaps analysis, and refining the CoC plan to develop a pro-active approach to changing needs of people experiencing homelessness in the community.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Minor Home Repair (owner-occupied)	2015	2019	Affordable Housing		Accessibility improvements in housing Energy efficiency improvements in housing Owner Occupied Housing Improvements	CDBG: \$0	Homeowner Housing Rehabilitated: 15 Household Housing Unit
2	Down-payment/Closing Cost Assistance	2015	2019	Affordable Housing		Down payment assistance		Direct Financial Assistance to Homebuyers: 5 Households Assisted
3	New Affordable Housing	2015	2019	Affordable Housing		New construction of affordable owner occupied homes New construction of affordable rental units		Homeowner Housing Added: 2 Household Housing Unit
4	Fair Housing Activities	2015	2019	Fair Housing		Fair Housing Activities		
5	Infrastructure Improvements	2015	2019	Non-Housing Community Development		Infrastructure Improvements		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Facility Improvements	2015	2019	Non-Housing Community Development		Facility Improvements Public parks		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Spot Blight Reduction	2015	2019	Non-Housing Community Development		Code enforcement Demolition and Clearance		Buildings Demolished: 25 Buildings
8	Homeless Services	2015	2019	Homeless		Facility Improvements		Other: 500 Other
9	Public Services	2015	2017	Non-Housing Community Development		Public Services Crime Prevention Program		Public service activities other than Low/Moderate Income Housing Benefit: 1115 Persons Assisted
10	Employment Training/Placement	2015	2019	Non-Housing Community Development		Employment training/placement		Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
11	Economic Development	2015	2019	Economic Development		Assistance to businesses		Businesses assisted: 5 Businesses Assisted
12	CDBG Administration	2015	2019	Administration				
13	Crime Prevention Program	2018	2019	Non-Housing Community Development		Public Services Crime Prevention Program		Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Minor Home Repair (owner-occupied)
	Goal Description	Owner occupied rehabilitation; energy efficiency improvements; accessibility
2	Goal Name	Down-payment/Closing Cost Assistance
	Goal Description	Provide homeownership opportunities for low-mod income renters
3	Goal Name	New Affordable Housing
	Goal Description	New housing for purchase
4	Goal Name	Fair Housing Activities
	Goal Description	Affirmatively Furthering Fair Housing
5	Goal Name	Infrastructure Improvements
	Goal Description	Improvements to sidewalks, lighting, streets, bus stop shelters.
6	Goal Name	Public Facility Improvements
	Goal Description	Improvements to facilities other than parks
7	Goal Name	Spot Blight Reduction
	Goal Description	Demolition & clearance of abandoned properties

8	Goal Name	Homeless Services
	Goal Description	Services to address issues related to homelessness
9	Goal Name	Public Services
	Goal Description	Assistance to victims of domestic violence and/or sexual assault. Assistance to unsheltered homeless or those within shelters or housing. Assistance to underserved children. Assistance to underserved youth. Assistance to under-resourced elderly. Emergency rent/utility and prescription assistance. Assistance to non-profits distributing food to those in need.
10	Goal Name	Employment Training/Placement
	Goal Description	Assistance to agencies providing ESL/literacy/GED education or job training
11	Goal Name	Economic Development
	Goal Description	Assistance to agencies and businesses increasing employment opportunities
12	Goal Name	CDBG Administration
	Goal Description	N/A
13	Goal Name	Crime Prevention Program
	Goal Description	Community engagement to eliminate and/or reduce crime.
14	Goal Name	South 7 th Street Overlay and Sidewalk Construction
	Goal Description	Improvements to sidewalks, lighting, streets, bus stop shelters.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

During the 5 years of this Consolidated Plan (PY 2015 – PY 2019), the City, or its partners with other funding, will provide assistance to 27 households for first-time homebuyer’s assistance, home improvements, and the construction of new housing units.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Currently, 15% of the public housing units are accessible. The Public Housing Authority has sufficient accessible units and meets the requirements of the Section 504 Voluntary Compliance Agreement.

Activities to Increase Resident Involvements

While the City of Temple will have no direct actions to encourage public housing residents to be more involved in management, the Central Texas Housing Consortium is proactive in both resident participation and residents' move to homeownership:

- The HA operates community centers at the properties with service coordinators to facilitate access to social service and to encourage participation in the management of the program;
- Social activities such as pot luck dinners, cook outs, and holiday parties are conducted at all properties to encourage interactions among residents and with the staff and management, opening the door for more involvement by residents;
- Homeownership opportunities are provided through funding from Texas Department of Housing and Community Affairs for first-time homebuyers; and
- Central Texas Housing Consortium is the developer of single family affordable homes for purchase by housing authority residents.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not Applicable

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City will address the barriers to affordable housing through these activities:

- Homebuyer assistance: In years 2 through 5, Temple intends to support agencies in their provision of first-time homebuyer's assistance.
- Owner-occupied housing improvements: During the 5 years of this Consolidated Plan, the City will fund improvements to homes owned and occupied by low- to moderate-income households. The improvements will include repairs/rehabilitation, energy efficiency improvements that will reduce the homeowners' utility costs, and accessibility improvements for the disabled.
- Owner-conducted or volunteer-conducted housing improvements: The City provides a Tool Trailer Program that provides a neighborhood association or a group of homeowners a trailer filled with tools to maintain yards. The trailer is provided on a first-come/first-served basis and can be reserved in advance. The trailer is made available for specific lengths of time, agreed upon in advance by both the City and the group doing the service work. The trailer may be requested multiple times by one group if needed.
- The City may fund the addition of Carpentry tools to the above referenced Tool Trailer, which will expand the opportunities for service and home maintenance projects to include interior home repair activities.
- The City grants funding to a subrecipient to provide maintenance education to owners and those intending to purchase a home. This education accomplishes two goals: (1) is it trains owners in do-it-yourself and cost-saving maintenance; and (2) it educates prospective buyers in the true cost of homeownership beyond the monthly mortgage and utility payments.
- Rental Non-financial Support: The City will work closely with the Section 8 program and other TBRA programs to identify potential affordable properties and to address fair housing issues.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Currently some agencies provide limited outreach services for the specific population that they serve including the Central Texas Veterans Health Care System. The City will work with local agencies to identify agencies that could provide outreach services especially to the encampments in the area. Information regarding services and housing will be distributed by the local churches that operate soup kitchens and/or food pantries, at nonprofit agencies and governmental entities. In Temple, there are resource centers where people may access information and referral to services on a walk-in or by appointment or the 211 system.

Addressing the emergency and transitional housing needs of homeless persons

There are a limited number of emergency shelters and transitional housing programs in Temple and the only permanent supportive housing program is limited to veterans. The City will continue to work with the Central Texas Homeless Alliance and the Texas Homeless Network to identify agencies that could provide emergency shelter, rapid re-housing, and permanent supportive housing programs within the city limits.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City and the Central Texas Homeless Alliance will continue to work the Texas Balance of State Continuum of Care to identify strategies to develop additional affordable and supportive housing in an effort to make homelessness rare, short-lived, and non-reoccurring. Members from the Alliance currently serve on several committees for the Texas BoS CoC which is working on strategies for “closing the front door” to prevent homelessness and “opening the back door” to ensure that time in an emergency shelter is not long-term and people move quickly into more stable housing. The City will continue to work with local agencies and Workforce Solutions to assist people in securing permanent employment with a living wage by expanding methods that are already successful and identifying innovative activities. Staff at service agencies will make referrals for their clients that are eligible for entitlement benefits. Agencies will be encouraged to send staff to the SOAR training offered by the Texas Homeless Network.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being

discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The Texas Homeless Network, the Texas Interagency Council on Homelessness, Mental Health Authorities and the Department of State Health Services are working together to develop a statewide discharge plan so that no person is discharged into homelessness. Similar efforts are being made with the Texas Department of Criminal Justice and the Texas Department of Child and Protective Services. All publically funded institutions will be asked to adopt this plan and work with local governments and providers to ensure that people are housed when they are discharged and that discharge planning begins when the person enters the facility. Local agencies will continue to refer to agencies that provide housing even if they are outside the city limits of Temple, TX.

Organization	Responsible Entity Type	Services Provided	Geographic Area Served
Area Agency on Aging of Central Texas	Government	Senior services: Nutrition, transportation, care coordination, in-home assistance, benefits counseling, information and referral, nursing	Bell, Coryell, Milam, Lampasas, San Saba, Mills and Hamilton Counties
Central Texas Council of Governments	Government	Section 8 program; regional planning; Area Agency on Aging, Workforce Solutions; economic development (CEDs)	Bell, Coryell, Milam, Lampasas, San Saba, Mills and Hamilton Counties
Central Texas Housing Consortium	Government	Public Housing and affordable housing	Temple, TX and Belton, TX
Salvation Army	Non-Profit	Food pantry, utility assistance, clothing, back-to-school supplies and Christmas assistance	Temple, TX
Family Promise of Central Texas	Non-Profit	Emergency shelter, meals, transportation to school and work, and referrals to other service	Temple, TX
Families in Crisis, Inc.	Non-Profit	Services, emergency shelter, transitional housing for victims of domestic violence	Temple, TX and Killeen, TX

SP-60

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

During the process of installing housing improvements in owner-occupied units, the City will assess LBP hazards. Housing constructed before 1979 will be assessed for lead-based paint and if present, will be mitigated as per HUD regulations.

For Years 2-5 of the Consolidated Plan, the City will be funding first-time homebuyer's assistance and will require the subrecipient that manages the program to conduct Housing Quality Standards (HQS), including lead-based paint hazards on all prospective units to be purchased.

How are the actions listed above related to the extent of lead poisoning and hazards?

HUD-provided information from the ACS indicates that there are 245 low-mod income renters and 85 low-mod income owners with children present and living in housing built before 1980. The housing programs will address the LBP hazard issues for the owners and buyers. The City does not provide assistance to renters and must rely on the Section 8 and other TBRA providers to conduct HQS inspections on rental properties and not allow program participants to rent units with LBP hazards.

How are the actions listed above integrated into housing policies and procedures?

The City's CDBG policies and procedures include housing sections that discuss not only the eligibility of households, but also the eligibility of the properties to be improved or purchased. In the property eligibility the City outlines the procedures for LBP assessment and remediation for owner-occupied units and the procedures for inspection/LBP assessment by the subrecipient of houses to be purchased with the assistance of CDBG funds.

The Central Texas Council of Governments (COG) manages the Section 8 HCV program and the policies and procedures for the management of the program includes sections on HQS inspections and LBP assessments.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Temple uses CDBG and the in-house Community Enhancement Grant funds to support a number of activities that are aimed at reducing the number of poverty-level families. The programs can be aggregated within a few main goals:

Adult Basic Education: Depending on the agencies applying for CDBG or CEG funds, the City funds ESL/literacy education, GED preparation or other Adult Basic Education for both homeless and non-homeless individuals.

Post-secondary Education and Employment Assistance: Depending on the agencies applying for CDBG or CEG funds, the City supports post-secondary classes and scholarships through Temple College and job training/mentorships/job readiness programs for those seeking immediate employment. Additionally, if agencies apply for such funds, the City may support the purchase of job uniforms and tools for those enrolled in job training and job placement programs.

Youth Programs: One of the City's policies is to ensure that the next generation of workers are well prepared for the labor market. As a result, the City will fund agencies applying to assist in programs for youth such as drop-out prevention, college or trade school preparation, and other programs that will enhance the youth's desire and opportunity for developing a successful career after graduation.

Economic Development: One of the City's major policies for reducing poverty is its commitment to hiring Section 3 businesses and individuals. The City is committed to providing, to the extent feasible, contracts and job opportunities to very low-income businesses and individuals in the area. All City bids for Section 3-covered projects include language about preference given for new employment, training and contracting opportunities for low-income individuals and subcontracting companies. Businesses and individuals qualifying as Section 3 entities may apply through the City to become certified and placed on a list to be accessed by contractors and City staff.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

In situations where the City either contracts housing improvements or grants funds to non-profits for housing improvements, preference will be given to Section 3-certified businesses or individuals.

For non-housing related construction contracts that use CDBG funds, or are for activities in the proposed NRSA, the City will also give preference to Section 3-certified businesses or individuals and will monitor Section 3 participation.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Temple, completes annual reviews of the Consolidated Plan and Annual Plans to compare progress toward objectives and deliverables. This is accomplished primarily through the development of the Consolidated Annual Performance and Evaluation Review; but also through internal processes as established by City Policy.

The City of Temple employs a program specialist in the Department of General Services (formerly the Office of Sustainability and Grants) to oversee and manage the CDBG program. General Services staff monitor CDBG activities on a day to day basis with additional standardized monthly processes. Several systems are in place in multiple departments to ensure accuracy and efficiency. A monthly meeting is held with the General Services staff, City of Temple Finance Department staff, and all project managers overseeing CDBG funded projects in order to encourage communication, accuracy, and timeliness in all CDBG activities and payments. During these monthly meetings, City staff discuss and resolve any potential issues that could impair the City's ability to meet established deadlines. In addition to self-monitoring, the City's program specialist monitors all public service agencies receiving HUD funds; and reviewing files for documentation of program requirements.

Internally, the City of Temple uses several tools to monitor the CDBG program. Spreadsheets developed to maintain the 2005 Workout Plan are still in use though not required by HUD. These tools along with the annual CAPER assist the City in evaluating the performance and timeliness of the City's CDBG projects.

The City will continue its sub-recipient monitoring policy for all CDBG funded activities. Monitoring will occur in accordance with existing executed contracts between the City and each sub-recipient. The City exercises a high degree of control over the activities of designated sub-recipients (CDBG). Therefore, minimum monitoring procedures consist of regular contact by telephone, email, and in person; maintaining copies of all project documents in City files; obtaining written documentation of expenditures for reimbursement, and submission of quarterly progress reports. The City's monitoring standards and procedures ensure that statutory and regulatory requirements are met and that the information submitted to HUD is correct and complete.



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #6(A)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Approve Minutes:

(A) December 20, 2018 Special & Regular Meeting

STAFF RECOMMENDATION: Approve minutes as presented in item description.

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

FISCAL IMPACT: N/A

ATTACHMENTS:

[December 20, 2018 Special & Regular Meeting Minutes / Video](#)

TEMPLE CITY COUNCIL

DECEMBER 20, 2018

The City Council of the City of Temple, Texas conducted a workshop on Thursday, December 20, 2018 at 3:00 PM, at the Municipal Building, 2 North Main Street, in the 3rd Floor Conference Room.

PRESENT:

Councilmember Jessica Walker
Councilmember Michael Pilkington
Mayor Pro Tem Judy Morales
Mayor Timothy A. Davis

ABSENT:

Councilmember Susan Long

1. **Discuss, as may be needed, Regular Meeting agenda items for the meeting posted for Thursday, December 20, 2018.**

Mayor Davis noted that Councilmember Pilkington would abstain from items #5, and #6.

2. **Receive a legislative update and priorities briefing.**

Brynn Myers, City Manager provided a brief presentation to the Council. Ms. Myers noted the 86th Legislature convenes on Tuesday, January 8th, and will run through May 27th. She noted that the City needs to be involved with this process along with our representatives. This session could impact our day-to-day operations and services.

Ms. Myers briefly explained the six priorities:

1. Oppose revenue caps on local governments;
2. Support meaningful legislation that would eliminate unfunded mandates;
3. Support maintaining local control and decision making;
(oppose any legislation that erodes local control or municipal authority in any way)
4. Support maintaining and enhancing important economic development tools
(Chapter 311 Tax Abatement authority must be extended this session)
5. Support strong make-whole provisions for cities and counties disproportionately affected by disabled veterans property tax exemption program;
6. Support fair and adequate funding for school districts.

Ms. Myers noted an item to establish the policy would be on the January 17, 2019 agenda for consideration.

3. Receive a presentation on the Hillcrest Cemetery.

Brynn Myers, City Manager lead this discussion. She note that the cemetery consists of approximately 70 acres, with 16,000 - 18,000 burials, of which some date back as far as the 1870's. Since 1884, the cemetery has been owned and operated by a not-for-profit cemetery associations, The Cemetery Company, which is overseen by the volunteer trustees. Ms. Myers continued by stated that several months ago City Staff met with the Chair and Vice Chair of the Hillcrest Cemetery Board, at the Board's request. The Board members expressed their concerns that the current level of City funding, combined with their other sources of revenue, may not be enough to sustain their operations. At which time, they Board requested the City consider their annual contribution to \$100,000, or consider taking over ownership and operation of the cemetery.

Staff has been evaluating the different options. Currently, the Cemetery is operated with one office employee on the payroll (approximately 30-hours/week); one office employee by contract (20-hours/week); one maintenance employee by contract (20-hours/week); and a contract for lawn maintenance (\$50,000 per year).

Ms. Myers offered the following options to Council for their consideration:

- Option 1 - Continue to grant the \$50,000;
- Option 2 - Increase grant amount;
- Option 3 - Assume ownership and management of the cemetery.

A few things to consider:

The annual budget does not include unforeseen items (staff anticipates there to be many unforeseen item to come);

The annual budget does not include major maintenance items such as road repair, drainage work, etc.;

The City will need to acquire a special software program to manage the cemetery's records; and

The operation of the cemetery would be done within the Parks and Recreation Department.

Ms. Myers noted that if option 3 was the desired option, staff would need a few more months to complete title work, work the Hillcrest Cemetery Board, training of staff, purchase of software, and develop policies. It is anticipated that the transfer could occur by April 2019.

Councilmember Walker stated the cemetery has huge historical value to our community.

Mayor Davis stated doing nothing is not an option.

Councilmember Pilkington asked how many more plots area available.

Ms. Myers noted there is a lot of room left, but eventually the cemetery will run out of land.

Mayor Davis wanted to move forward with option 3 and gather more information.

Ms. Myers advised that she would bring more information in March.

4. Discuss an update to the City's Comprehensive Plan.

Brynn Myers, City Manager provided a brief presentation. She began taking about the importance of the City's different Master Plans, and that each are critical to our cities growth and future. The Comprehensive Plan is the city's guide for decision making about the future growth and development for the community; to include the future land use and thoroughfare plans. In November the City received three proposals (Kimley Horn; Halff Associates; and Freese and Nichols), for the Comprehensive Plan, Open Space & Trails Master Plan and each were reviewed by the committee.

Halff Associates has 17 certified Planners in the Austin office, and hey has expressed passion for participating in this project. Staff is recommending to award the Open Space & Trails Master Plan to Halff.

Ms. Myers also recommended the Council appoint a Comprehensive Plan Advisory Committee (CPAC) to guide the process. This would consist of the following:

- 1) 15-18 members;
- 2) three appointed by each Councilmember;
- 3) up to three additional appointed by the Mayor to ensure balanced and complete representation;
- 4) there will be plenty of opportunity for community engagement;
- 5) recommend your CPAC appointments have some familiarity with the City, Boards and Commissions, development process, etc.;
- 6) recommend you appoint a mix of people representing the development community as well as broader citizenry;
- 7) recommend the City Manager form a stakeholder group to ensure input from out community partner organizations (ISDs, EDC, Chamber, TABA, etc.).

Ms. Myers provided an estimated timeline to be:

January 2019 - appointment of CPAC

January/February 2019 - Kickoff

February 2019 - January 2020 Public Input
Spring 2020 - Projected Completion

5. Discuss potential amendments to the City's Boards and Commissions Policy.

Brynn Myers presented lead the discussion on this item.

Ms. Myers noted that in 2004 the City Council adopted a policy governing the appointment, training, and administration of City Boards and Commissions. The policy is fairly comprehensive including the appointment process, orientation of new members, goal-setting and communication, and standards. The policy is not being closely followed, and is the City Managers desire to discuss possible updates if desired by the Council.

More specifically, Ms. Myers noted there is a need to address the attendance requirements, as well as the section for goal-setting and communication. The current policy provides that failure to meet the attendance requirements, there will be an automatic forfeiture of a member's term of office. The policy also requires annual reports, and bi-annual meetings with the chair and vice-chair for each board, as well as work plans.

Council noted they would like to know what other cities are doing.

At approximately, 4:10 pm Mayor Davis announced that the Council would enter into executive session with no final action. All appointees and staff exited the room.

6. Texas Government Code § 551.074 – The City Council will meet in executive session to discuss the hiring process, appointment, employment, and duties of the City Council Appointees. No final action will be taken.

Mayor Davis adjourned the executive session of the meeting at approximately 4:55 pm.

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, December 20, 2018 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

Present:

Councilmember Jessica Walker
Councilmember Mike Pilkington
Mayor Pro Tem Judy Morales
Mayor Timothy A. Davis

Absent:

Councilmember Susan Long

I. CALL TO ORDER**1. Invocation**

Pastor Paul Alexander, with the Church of the Living God voiced the Invocation.

2. Pledge of Allegiance

Bell County Commissioner, Precinct 3, Bill Schumann led the Pledge of Allegiance.

II. PUBLIC COMMENTS

Raymond Ortiz, 118 South 16th Street addressed the Council with his concerns for safety in public buildings. He noted he was specifically concerned for the the Municipal Courts and the Council Chambers.

III. PROCLAMATIONS AND SPECIAL RECOGNITION**3. Presentation by Judge Burrows and Shay Luedeke, Tax Assessor Collector, of the Child Safety Funds collect in the amount of \$82,065.89.**

Commissioner Bill Schumann, Precinct 3, presented the check to the City Council. He also presented the hotel/motel tax check to the City in the amount of \$74,438.15.

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:****(A) December 6, 2018 Special & Regular Called Meeting**

(B) 2018-9468-R: Consider a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction of the 31st Street Project at I-35 in an amount not to exceed \$695,900.

(C) 2018-9469-R: Consider adopting a resolution authorizing a professional services agreement with Rabroker & Associates, PC of Temple for the design services needed to construct a new pump station at Sammons Golf Links, in the amount of \$28,000.

(D) 2018-9470-R: Consider adopting a resolution authorizing a professional services agreement with NewGen Strategies and Solutions, LLC for a Water and Wastewater cost of service study, in the amount not to exceed of \$45,600.

(E) 2018-9471-R: Consider adopting a resolution authorizing a professional services agreement for the development of a Comprehensive Plan with Halff Associates, Inc. of Austin, in the amount of \$246,880.

(F) 2018-9472-R: Consider adopting a resolution authorizing a lease agreement with Alan Campbell for lease of T-hangar #57 at the Draughon-Miller Central Texas Regional Airport.

(G) 2018-9473-R: Consider adopting a resolution authorizing a cooperative agreement with The Texas A&M Forest Service, a member of The Texas A&M University System and an agency of the State of Texas, that will enable continued use of grant-awarded equipment by Temple Fire and Rescue.

(H) 2018-9474-R: Consider adopting a resolution authorizing a 14-month fuel management contract commencing February 1, 2019, with FleetCor Technologies Operating Company, LLC of Norcross, Georgia, in the estimated amount of \$1,412,845.

(I) 2018-9475-R: Consider amending Resolution No. 2018-9109-R which authorized a Developer Participation Agreement with WBW Land Investment, L.P. to amend the name of the contracting entity from WBW Land Investment, L.P. to WBW Development Group, LLC – Series 027.

(J) 2018-9476-R: Consider adopting a resolution authorizing an amendment to the Strategic Investment Zone Chapter 380 Development Agreement with Caelum Altus IV, LLC, which covers improvements to property located at 17 East Central Avenue, to extend the improvement completion date to July 31, 2019.

(K) 2018-9477-R: Consider approving a resolution amending the City of Temple's Wireless Services Design Manual to change the fee assessed for each additional small wireless facility in order to conform with the Federal Communications Commission's

Declaratory Ruling and Third Report and Order approved September 26, 2018.

(L) 2018-9478-R: Consider adopting a resolution ratifying an emergency construction contract with All-Tex Utilities, LLC of Hillsboro, for a wastewater trunk line replacement at Wildflower Country Club, in the estimated amount of \$108,342.50.

(M) 2018-9479-R: Consider adopting a resolution authorizing the purchase of document scanning services from doc2e-file, Inc. of Houston in an amount not to exceed \$28,000.

(N) 2018-9480-R: Consider adopting a resolution authorizing change order #2 with T Construction, LLC of Houston for construction of the Old Town Wastewater Replacement Project, in an amount of \$5,975.

(O) 2018-9481-R: Consider adopting a resolution authorizing the purchase of computer replacement hardware during FY 2019 from GovConnection, Inc., of Merrimack, New Hampshire, in the estimated annual amount of \$122,300.

(P) 2018-9482-R: Consider adopting a resolution authorizing the purchase of twelve online turbidity meters for the Membrane Water Treatment Facility from Hach Company of Loveland, Colorado, in the amount of \$97,584.68.

(Q) 2018-9483-R: Consider adopting a resolution authorizing the purchase of a temporary construction easement necessary for the expansion of Kegley Road in an estimated amount of \$10,308.

(R) 2018-9484-R: Consider adopting a resolution authorizing the purchase of 59 metal refuse containers and 19 metal recycling containers from Wastequip, LLC, Beeville, in the amount of \$80,588.

(S) 2018-9485-R: Consider adopting a resolution authorizing the purchase and installation of three lighting control systems from Musco Sports Lighting, LLC of Oskaloosa, Iowa, in the amount of \$28,275.

(T) 2018-9486-R: Consider authorizing payment of the TCEQ Water System fee to the Texas Commission on Environmental Quality for operations of Temple's water treatment plant in the amount of \$83,349.

(U) 2018-9487-R: Consider adopting a resolution authorizing the submission of a matching grant application for the funding from the National Recreational Trails Fund through Texas Parks and Wildlife, in an amount not to exceed \$98,400.

(V) 2018-4945: SECOND READING – FINAL HEARING – Consider adopting an ordinance authorizing a ten-year franchise with Heart of Texas Electric Cooperative, Inc. to construct, maintain, operate, and use an electric transmission and distribution system within the City.

(W) 2018-4946: SECOND READING – FINAL HEARING – FY-18-15-ZC: Consider an ordinance adopting a rezoning from General Retail zoning district to Single Family Three zoning district on 2.257 +/- acres, situated in the Baldwin Robertson League Survey, Abstract No. 17, Bell County, Texas, addressed as 651 North Pea Ridge Road.

(X) 2018-4947: SECOND READING – FINAL HEARING – FY-18-5-SITE: Consider adopting an ordinance authorizing an amendment of ordinance No. 2018-4934, to add a site plan for a proposed 16.461 +/- acre, 59 lot, 2 block, residential subdivision, situated in the Redding Roberts Survey, Abstract No. 692, Bell County, Texas, addressed as 5120 South 31st Street, Temple, Texas.

(Y) SECOND READING – FINAL HEARING Consider adopting the following ordinances:

- 1. 2018-4948: FY-19-1-AB: Authorizing abandonment and conveyance of all or portions of service alleyways adjacent to Extraco Bank originally dedicated within the Original Town of Temple.**
- 2. 2018-4949: FY-19-2-AB: Authorizing abandonment and conveyance of all or portions of service alleyways behind 110 and 112 South 1st Street originally dedicated within the Original Town of Temple.**

(Z) 2018-4950: SECOND READING – FINAL HEARING – Consider adopting an ordinance adopting the Temple Youths' Program Standards of Care. Misc.

Motion by Councilmember Jessica Walker approve the Consent Agenda as presented, seconded by Councilmember Mike Pilkington.

Motion passed unanimously.

V. REGULAR AGENDA

RESOLUTIONS

5. **2018-9489-R: Consider adopting a resolution authorizing deductive change order #5 with Bell Contractors, Inc. of Belton, for construction of the Jackson Park Wastewater Line Improvements, in the amount of \$49,517.**

Mayor Davis noted this item is on regular agenda for voting purposes only. A presentation was not necessary.

Councilmember Michael Pilkington abstained, while all others present voted.

Motion by Mayor Pro Tem Judy Morales adopt resolution as presented, seconded by Councilmember Jessica Walker.

Councilmember Mike Pilkington abstained. The other Councilmembers voted aye. The motion passed.

6. **2018-9490-R: Consider adopting a resolution authorizing the purchase of three properties necessary for the Poison Oak Road Expansion Project and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$456,000.**

Mayor Davis noted this item is on the regular agenda for voting purposes only, and there was no need for a presentation.

Councilmember Michael Pilkington abstained, while all others present voted.

Motion by Councilmember Susan Long adopt resolution as presented, Motion did not require second.

Councilmember Mike Pilkington abstained. The other Councilmembers voted aye. The motion passed.

7. **2018-9491-R: FY-18-11-PLT: Consider adopting a resolution approving the Master Preliminary Plat of County View Addition, an 81.173 +/- acre, with developer-requested exceptions to Unified Development Code related to the projection of streets, and to parkland dedication, situated in the B. Stracener Survey, Abstract No. 746 and the H.B.**

Balch Survey, Abstract No. 9786, Bell County, Texas; located north of East Young Avenue, west of NE H.K. Dodgen Loop, and east of Lower Troy Road.

Tammy Lyerly, City Planner presented this case to the Council. She noted the Development Review Committee reviewed the Master Preliminary Plat of County View Addition on May 25, 2018. It was deemed administratively complete on November 9, 2018. The Master Preliminary Plat of County View Addition is an 81.173 +/- acre, 222-residential lot, 8-non-residential lot, 8-block, 6-tract subdivision. The proposed plat is a mix of residential and non-residential development. Proposed lots are in agreement with the property's three zoning districts, Single Family Three, General Retail, and Office Two.

Ms. Lyerly explained the applicant's first request was for an exception to Unified Development Code (UDC) Section 8.3: Park Land Dedication to allow the creation of 8.128 acres of useable green space with a decomposed granite trail of approximately 2,200 linear feet within tracts owned and maintained by the proposed Home Owners Association (HOA) in lieu of the required park fees of \$57,825 and/or public park land dedication of 3 acres, per UDC Section 8.3. The developer's useable green space plan will be accessible to public right-of-way in four locations. The proposed trail will access public right-of-way in three locations and include 4 ramps with a large limestone block at each of the four ramps to serve as benches. The proposed green space will also involve filling an existing stock pond, approximately 10,000 cubic yards to create useable green space. The developer proposes trail construction to be constructed according to phased platting/construction of the subdivision. The developer's engineers estimate the total green space construction costs to be approximately \$75,000, which exceeds required park fees. The Parks staff supports the applicant's requested exception.

She continued by explaining the second part of the applicant's request to be for an exception to UDC Section 8.2.1(D)(4)(b) relating Projection of Streets to adjacent properties. The proposed plat fronts the east right-of-way of Lower Troy Road, a Minor Arterial on the Thoroughfare Plan with two access points. And fronts the west right-of-way of NE HK Dodgen Loop (Loop 363), an Expressway, with four access points. Although the plat provides connectivity throughout the development with the creation on new local streets, as well as street projections to adjacent undeveloped properties to the north and south boundaries, it is unable to project street connections to three of the adjacent properties. Staff supports this developer-requested exception as well.

Although Lower Troy Road is a designated Minor Arterial on the Thoroughfare Plan, it is not developed to Minor Arterial capacity. The preliminary plat provides Tract F for right-of-way dedication along Lower Troy Road.

Water will be provided to the subdivision through proposed 8-inch and 6-inch water lines. Sewer will be provided to the subdivision through 8-inch and 6-inch sanitary sewer lines. Several tracts have been provided for drainage.

The City's Engineering Department had the following conditions during the Development Review Committee (DRC) process:

1. Prior to development of the non-residential properties along Loop 363, the water main layout shall be revised to comply with the upcoming 2019 Master Plan.
2. Prior to any final plat or plan approval the drainage analysis must be revised to comply with Drainage Criteria and Design Manual requirements for detention analysis.

Ms. Lyerly noted that at its November 19, 2018, meeting the Planning and Zoning Commission voted 7/0 to recommend approval of the Master Preliminary Plat of County View Addition with developer-requested exceptions to Unified Development Code (UDC) Section 8.2.1(D)(4)(b) related to the projection of streets and UDC Section 8.3 related to parkland dedication to allow the creation of 8.128 acres of useable green space with a decomposed granite trail of approximately 2,200 linear feet within tracts owned and maintained by the proposed Home Owners Association (HOA), with the following conditions:

1. Prior to development of the non-residential properties along Loop 363, the water main layout shall be revised to comply with the upcoming 2019 Master Plan.
2. Prior to any final plat or plan approval the drainage analysis must be revised to comply with Drainage Criteria and Design Manual requirements for detention analysis.

Staff recommends approval of the Master Preliminary Plat of County View Addition with developer-requested exceptions to Unified Development Code (UDC) Section 8.2.1(D)(4)(b) related to the projection of streets and UDC Section 8.3 related to parkland dedication to allow the creation of 8.128 acres of useable green space with a decomposed granite trail of approximately 2,200 linear feet within tracts owned and maintained by the proposed Home Owners Association (HOA), with the conditions as set by the Planning and Zoning Commission.

Motion by Councilmember Mike Pilkington adopt resolution as presented, seconded by Councilmember Jessica Walker.

The motion passed.

Timothy A. Davis, Mayor

ATTEST:

Lacy Borgeson
City Secretary



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Belinda Mattke, Director of Purchasing & Facility Services

ITEM DESCRIPTION: Consider adopting a resolution authorizing a FY 2019 services agreement with Control Panels USA of Austin for telemetry and supervisory control and data acquisition services in the estimated annual amount of \$25,000.

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

ITEM SUMMARY: Authorization of this services agreement with Control Panels USA will provide for as-needed telemetry/supervisory control and data acquisition (SCADA) services during FY 2019. These services are routinely needed by the Water Treatment Plant and Information Technology Departments.

On September 20, 2018, Council authorized the rejection of a bid received for telemetry and SCADA services to allow Staff the opportunity to reevaluate the technical specifications associated with the bid. On December 18, 2018, one proposal was received for the re-bid of the services from Control Panels USA. A Staff proposal evaluation committee reviewed Control Panels' proposal, and the committee concluded that Control Panel USA had the qualifications and staffing to provide the needed services. The fees proposed by Control Panel USA are as follows, which Staff believes are reasonable:

Technician hourly rate	\$105
Technician overtime rate	\$155
Material Cost mark-up (\$0-\$99.99)	14%
Material Cost mark-up (\$100-\$499.99)	12%
Material Cost mark-up (\$500-\$999.99)	10%
Material Cost mark-up (\$1,000 & over)	8%
Subcontractor & Rental Equipment mark-up	8%

The proposed services agreement will commence immediately and end of September 30, 2019, with the option to extend the contract for four additional one-year periods, if so agreed to between the City and Control Panels USA.

FISCAL IMPACT: Telemetry and SCADA services will be purchased on an as-needed basis. Departments that use telemetry/SCADA services have included funding for these services in their adopted FY 2019 repairs & maintenance budget. The estimated annual expenditure of \$25,000 is based on historical expenditures.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9492-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A SERVICES AGREEMENT FOR TELEMETRY AND SCADA SERVICES WITH CONTROL PANELS USA OF AUSTIN, TEXAS IN THE ESTIMATED ANNUAL AMOUNT OF \$25,000, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Telemetry/Supervisory Control and Data Acquisition (SCADA) services are routinely needed by the Water Treatment Plant and Information Technology Departments;

Whereas, on September 20, 2018, Council authorized the rejection of a bid received for telemetry and SCADA services to allow Staff the opportunity to reevaluate the technical specifications associated with the bid - on December 18, 2018, one proposal was received for the re-bid of the services from Control Panels USA;

Whereas, a Staff proposal evaluation committee reviewed Control Panels' proposal, and the committee concluded that Control Panel USA had the qualifications and staffing to provide the needed services - the services agreement will commence immediately and end September 30, 2019, with the option for four additional one-year renewals; and

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

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

Part 1: 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 her designee, after approval as to form by the City Attorney, to execute a services agreement with Control Panels USA of Austin, Texas in the estimated annual amount of \$25,000, for telemetry and SCADA services.

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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
Don Bond, P.E., CFM, City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick and Associates, LP, to perform the Downtown Utility Assessment in an amount not to exceed \$267,814.

STAFF RECOMMENDATION: Staff recommends approval of the professional services agreement as presented.

ITEM SUMMARY: Council recently authorized a study to assess downtown electric infrastructure and determine how best to relocate electric power distribution underground. Other planning and conceptual efforts for downtown Temple require existing public works infrastructure to be assessed so that needed replacements can be planned and implemented with or prior to other construction projects.

The sewer collection and water distribution systems in downtown are aged and require assessment. Water and sewer lines to be evaluated with this project comprise 70,300 LF of sewer lines, 270 manholes, and 101,500 LF of water lines. Projects to replace aged and/or deteriorating lines, and pipes in conflict with planned projects, will be developed with OPC's for planning and budgeting.

Consultant services recommended under this contract include the following tasks and costs:

Evaluate Sewer Lines	\$ 162,044
Evaluate Manholes	\$ 51,150
Evaluate Water Distribution	\$ 19,560
Recommend & Prioritize Projects	\$ 35,060
TOTAL	<u>\$ 267,814</u>

Time required for design is 275 calendar days

FISCAL IMPACT: Funding for the professional services agreement with Kasberg, Patrick and Associates, LP to perform the Downtown Utility Assessment in an amount not to exceed \$267,814 is available in account 561-5400-535-6961, project 101935, as follows:

Project Budget	\$	267,814
Encumbered/Committed to Date		-
Professional Service Agreement - KPA		(267,814)
Remaining Project Funds Available	\$	-

ATTACHMENTS:

[Proposal with Map
Resolution](#)

RESOLUTION NO. 2019-9493-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK AND ASSOCIATES, LP OF TEMPLE, TEXAS IN AN AMOUNT NOT TO EXCEED \$267,814, TO PERFORM THE DOWNTOWN UTILITY ASSESSMENT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Council recently authorized a study to assess downtown electric infrastructure and determine how best to relocate electric power distribution underground - other planning and conceptual efforts for downtown Temple require existing public works infrastructure to be assessed so that needed replacements can be planned and implemented with or prior to other construction projects;

Whereas, the sewer collection and water distribution systems in downtown are aged and require assessment and are comprised of 70,300 linear feet of sewer lines, 270 manholes, and 101,500 linear feet of water lines;

Whereas, Staff recommends Council to authorize a professional services agreement with Kasberg, Patrick and Associates, LP in an amount not to exceed \$267,814 to perform the Downtown Utility Assessment;

Whereas, funds for this professional services agreement are available in Account No. 561-5400-535-6961, Project No. 101935; 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 her designee, after approval as to form by the City Attorney, to execute a professional services agreement with Kasberg, Patrick and Associates, LP of Temple, Texas, in an amount not to exceed \$267,814, to perform the Downtown Utility Assessment.

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



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

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

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

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

October 5, 2018

Mr. Richard Wilson, P.E.
3210 E. Avenue H
Building A
Temple, Texas 76501

Re: City of Temple, Texas
Downtown Utility Assessment

Dear Mr. Wilson:

This letter outlines our proposal to the City of Temple for providing engineering services required for evaluation and preliminary engineering of water and wastewater infrastructure within the Downtown District. This includes 63,000 ft of 6" to 12" wastewater, 7,300 ft. of 15" to 24" wastewater, 270 manholes, 28,000 ft. of waterline less than 6", 68,000 ft of waterline 6" to 12", and 5,500 ft of 16" to 20" waterline.

This evaluation will assess the current condition of the wastewater infrastructure by utilizing video inspection of the pipelines. In addition, each of the manholes will be surveyed, photographed and their condition evaluated and a summary manhole sheet provided. Water infrastructure will be assessed related to age, pipe material, condition, adequate sizing and fire protection.

The assessment will include recommendations for rehabilitation and/or reconstruction and their associated costs. Current projects planned within the Downtown District will be considered as related to the phasing and prioritization of these recommended improvements. These findings will be summarized graphically with an exhibit and opinions of probable cost.

The Downtown District is shown on the attached Exhibit A and a more detailed Scope of Services is attached as Exhibit B.

Mr. Richard Wilson, P.E.
October 5, 2018
Page Two

In order for us to provide services required for completion of this preliminary engineering, a not-to-exceed lump sum amount of \$267,814 as shown below, will be applicable.

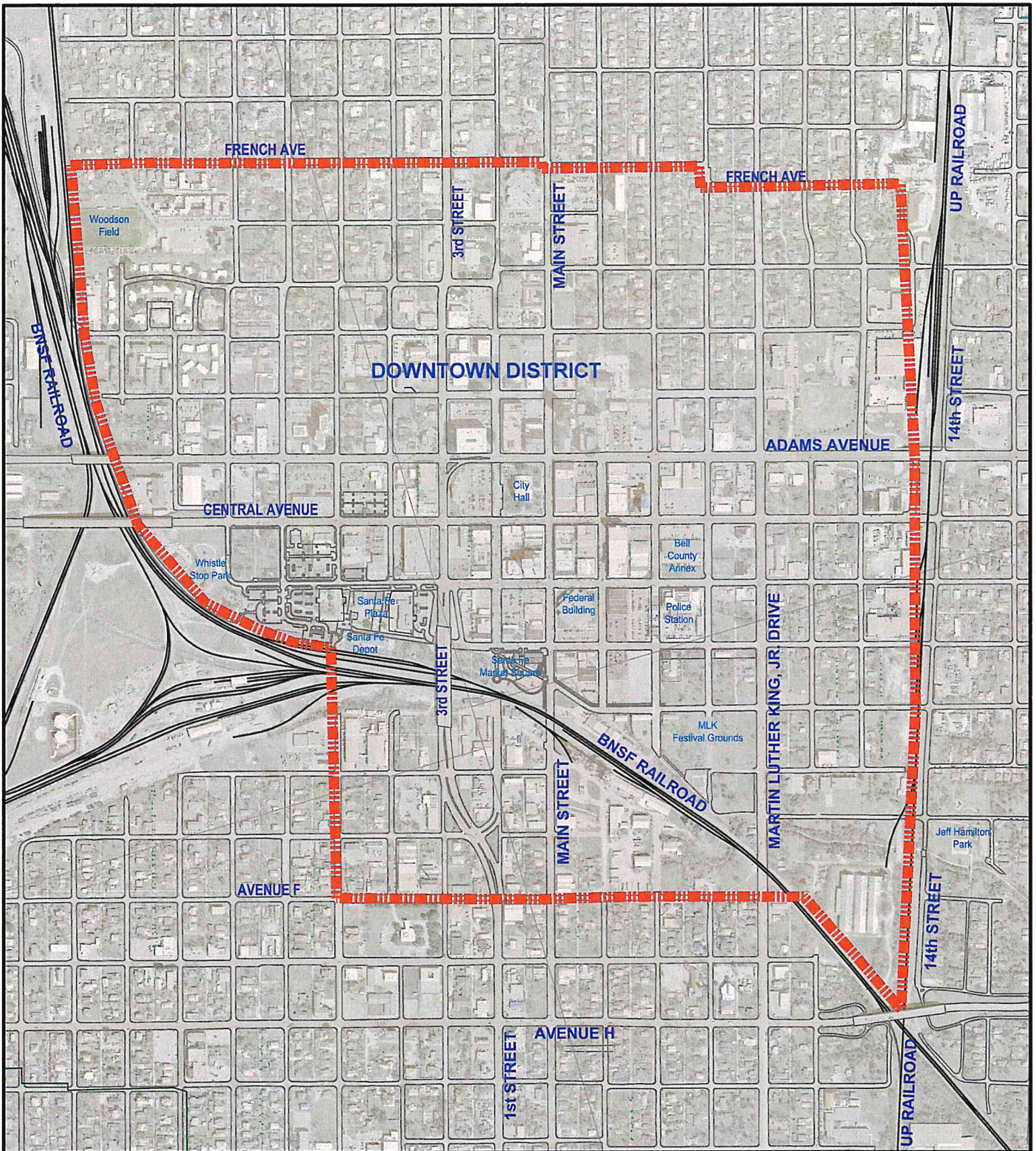
Task I – Video Inspection of Wastewater Lines and Evaluation	\$	162,044
Task II – Manhole Surveys and Evaluation	\$	51,150
Task III – Water Infrastructure Assessment	\$	19,560
Task IV – Recommended Improvements, OPC's and Prioritization	\$	<u>35,060</u>
Total	\$	267,814

The expected duration of the video inspection is 4 months and we anticipate completing the preliminary engineering for water and wastewater within an overall timeline of 9 months. We are available to address any questions or comments that you may have about this proposal.

Sincerely,



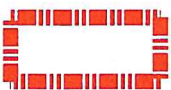
Ginger R. Tolbert, P.E.
Principal



NOT TO SCALE



www.kpaengineers.com
FIRM #510



DOWNTOWN DISTRICT



Downtown District

EXHIBIT A

Scope of Services

City of Temple, Texas Downtown Utility Assessment

Exhibit B

Task I – Video Inspection of Wastewater Lines and Evaluation

KPA will utilize Bell Contractors, Inc. as a sub-consultant to perform video inspection of the wastewater lines within the Downtown District. Digital video with location and length shown on the screen will be provided for the wastewater lines within the District. These video inspections will be scheduled and performed on a continuous basis as the equipment is rented for the pipelines 15" and larger. These services do not include the use of a jet truck or vac truck should lines be clogged.

KPA will review these videos for pipe condition, inflow/infiltration, exfiltration and defects to determine the recommended rehabilitation method.

The following is a summary of wastewater lines within the Downtown District as identified through the City's GIS that are included in the scope for video inspection:

6" – 28,000 ft	15" – 1,100 ft
8" – 34,000 ft	18" – 3,500 ft
10" – 500 ft	24" – 2,700 ft
12" – 525 ft	

Task II – Manhole Surveys and Evaluation

KPA will utilize All County Surveying, Inc. as a sub-consultant to photograph, survey and sketch up to 300 manholes within the Downtown District. Sub-consultant may require assistance from City Staff to field locate manholes during the survey period.

KPA will review this information for manhole condition to determine the recommended rehabilitation method. The survey data will be provided to the City for inclusion in their GIS system and will also be utilized during final design of the recommended projects. KPA will also prepare and provide summary sheets for each manhole detailing this information.

Task III – Water Infrastructure Assessment

KPA will assess the existing water infrastructure within the Downtown District utilizing available GIS and record drawing information. We will evaluate the pipelines based on age, pipe material, condition and adequate sizing for the planned uses and fire protection within the District.

The following is a summary of water lines within the Downtown District as identified through the City's GIS:

< 6" – 28,000 ft	16" – 1,500 ft
6" – 29,000 ft	18" – 2,000 ft
8" – 29,500 ft	20" – 2,000 ft
12" – 9,500 ft	

Task IV – Recommended Improvements, OPC's and Prioritization

KPA will provide recommendations on rehabilitation and/or reconstruction of the water and wastewater infrastructure within the Downtown District. We will develop OPC's and work with City Staff to develop a phasing plan for the recommended improvements that coincides with other projects within the District. KPA will summarize these findings and recommendations graphically in exhibit form and provide OPC's for the recommended improvements.



COUNCIL AGENDA ITEM MEMORANDUM

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DEPT./DIVISION SUBMISSION & REVIEW:

Erin Smith, Assistant City Manager
Don Bond, P.E., City Engineer

ITEM DESCRIPTION: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction of roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end, in an amount of \$85,710.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Staff is recommending an amendment to the CDBG action plan whereby funding would be reallocated to provide for roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end at St. Mary's School. In order to move forward with this project, design services are needed.

Staff selected three engineering firms that they felt were well-qualified to provide the design services needed for this project: Clark & Fuller, PLLC of Temple; Kasberg, Patrick & Associates, LP of Temple; and MRB Group of Temple. On January 7th qualifications were received from each of these three firms for this project. A Staff committee reviewed the qualifications and determined that Kasberg, Patrick & Associates, LP was most qualified to provide the design services based on their demonstrated competence and qualifications.

Design for this project will be completed by February 27, 2019, with the anticipated substantial completion of the construction of the project by June 30, 2019.

FISCAL IMPACT: Staff anticipates these costs will be eligible for reimbursement using CDBG funds once the plan amendment is approved, however, if in-eligible, TCIP funds identified below will be used.

Funding for the professional services agreement with Kasberg, Patrick & Associates, LP to design, bid, and administer construction of roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end in an amount of \$85,710 is currently available in account 365-3400-531-6315, project 102008, as follows:

Project Budget	\$	85,710
Encumbered/Committed to Date		-
Professional Service Agreement - KPA		(85,710)
Remaining Project Funds Available	\$	-

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9494-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KASBERG, PATRICK AND ASSOCIATES, LP OF TEMPLE, TEXAS IN THE AMOUNT \$85,710, TO DESIGN, BID, AND ADMINISTER CONSTRUCTION OF ROADWAY AND SIDEWALK IMPROVEMENTS ON 7TH STREET FROM AVENUE H SOUTH TO THE DEAD-END; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Staff proposes an amendment to the CDBG action plan whereby funding would be reallocated to provide for roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end at St. Mary's School and in order to move forward with this project, design services are needed;

Whereas, Staff selected three engineering firms that they felt were well-qualified to provide the design services needed for this project: Clark & Fuller, PLLC of Temple; Kasberg, Patrick & Associates, LP of Temple; and MRB Group of Temple - on January 7, 2019 qualifications were received from each of these three firms for this project;

Whereas, a Staff committee reviewed the qualifications and determined that Kasberg, Patrick & Associates, LP was most qualified to provide the design services based on their demonstrated competence and qualifications;

Whereas, Staff recommends Council authorize a professional services agreement with Kasberg, Patrick and Associates, LP of Temple, Texas in the amount of \$85,710, to design, bid, and administer construction of roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end;

Whereas, Staff anticipates these costs will be eligible for reimbursement using CDBG funds once the plan amendment is approved, however, if ineligible, TCIP funds will be available in Account No. 365-3400-531-6315, Project No. 102008; 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 her designee, after approval as to form by the City Attorney, to execute a professional services agreement with Kasberg, Patrick and Associates, LP of Temple, Texas, in the amount of \$85,710, to design, bid, and administer construction of roadway and sidewalk improvements on 7th Street from Avenue H south to the dead-end.

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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

ITEM DESCRIPTION: Consider adopting a resolution authorizing an interlocal agreement with Temple Independent School District for public improvements along North 31st Street and adjacent to TISD's High School Campus.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The Reinvestment Zone Board of Directors and City Council have authorized a design contract for the design of public improvements to North 31st Street, adjacent to TISD's High School Campus. The planned improvements will improve traffic flow in the area, include pedestrian facilities, and enhance connectivity between North 31st Street and I-35.

TISD has offered to participate in the improvements by contributing \$1,250,000 ("TISD Funds") toward the cost of construction and conveying to the City any right-of-way needed for the improvements. The City will design and construct the improvements and will begin construction no later than January 1, 2022. The City will also work collaboratively with TISD on the final design of the improvements which will affect TISD's High School Campus. After the improvements are completed, the City will convey to TISD any excess property owned by the City which is not needed for the improvements and which is adjacent to the Campus.

The draft agreement also allows for return of the TISD funds if the City chooses not to construct the improvements.

The Texas Interlocal Cooperation Act, Texas Government Code §§ 791.001 *et seq.* allows governmental entities to contract with each other for the performance of governmental functions, including the construction of streets, roads, drainage, and other public infrastructure. An interlocal agreement must be approved by the City Council.

FISCAL IMPACT: TISD's participating contribution of \$1,250,000 for the public improvements along North 31st Street and adjacent to TISD's High School Campus will be recognized in account 795-0000-461-0865, Other Reimbursements.

The professional services agreement with Kasberg, Patrick & Associates, LP (KPA), to design, bid, and administer construction of the 31st Street Project at I-35 was approved by Council 12/20/2018 and is encumbered in the Reinvestment Zone No. 1 Financing and Project Plans, Line 602, Account 795-9500-531-6571, Project #101798.

Funding for construction of the 31st Street Project at I-35 is included in the FY 2020 Reinvestment Zone No. 1 Financing and Project Plans.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2019-9495-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH TEMPLE INDEPENDENT SCHOOL DISTRICT FOR PUBLIC IMPROVEMENTS ALONG NORTH 31ST STREET AND ADJACENT TO THE TEMPLE HIGH SCHOOL CAMPUS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Reinvestment Zone Board of Directors and City Council have authorized a design contract for the design of public improvements to North 31st Street, adjacent to Temple Independent School District's (TISD) High School Campus - the planned improvements will improve traffic flow in the area, include pedestrian facilities, and enhance connectivity between North 31st Street and I-35;

Whereas, TISD has offered to participate in the improvements by contributing \$1,250,000 ("TISD Funds") toward the cost of construction and conveying to the City any right-of-way needed for the improvements;

Whereas, the City will design and construct the improvements while working collaboratively with TISD on the final design which will affect TISD's High School Campus - after the improvements are completed, the City will convey to TISD any excess property owned by the City which is not needed for the improvements and which is adjacent to the Campus;

Whereas, the draft Agreement also allows for return of the TISD funds if the City chooses not to construct the improvements;

Whereas, the Texas Interlocal Cooperation Act, Texas Government Code §§ 791.001 et seq. allows governmental entities to contract with each other for the performance of governmental functions, including the construction of streets, roads, drainage, and other public infrastructure, which must also be approved by City Council;

Whereas, Staff recommends Council authorize an Interlocal Agreement with TISD for public improvements along North 31st Street and adjacent to TISD's High School Campus;

Whereas, TISD's participating contribution of \$1,250,000 will be recognized in Account No. 795-0000-461-0865; 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 her designee, after approval as to form by the City Attorney, to execute an Interlocal Agreement with TISD for public improvements along North 31st Street and adjacent to TISD's High School Campus.

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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:

Kevin Beavers, CPRP, Director of Parks and Recreation
Jeff Ward, Director of Golf

ITEM DESCRIPTION: Consider adopting a resolution authorizing a 35-month lease agreement with Yamaha Motor Finance Corporation, U.S.A., of Cypress, California, for a global positioning system for the golf cars at Sammons Golf Links in the amount of \$88,625.95 over the 35-month term.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Authorization of this lease agreement will provide for a 35-month lease, which will synchronize with the City's current Yamaha golf car lease, for the use of a YamaTrack global positioning system (GPS) for the City's fleet of 65 golf cars.

YamaTrack is a comprehensive GPS system that will provide the following enhancements to the golf course:

- 10-inch installed on each of the City's 65 golf car will show golfers the lay of the course and will provide a precise distance-to-pin feature for players to gauge their shots;
- Setup of geofences to protect sensitive areas of the golf course (e.g. greens) and establishes course boundaries to prevent the driving of the golf cars off the golf course boundaries;
- Clubhouse monitoring features which will allow Staff to monitor the pace of play to assist with scheduling rounds in addition to reducing the need for marshalls to monitor play; and
- Management of maintenance needs of each golf car.

The lease is being procured utilizing BuyBoard Contract #529-17 awarded to Yamaha Golf-Car Company. Contracts awarded by BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

It is expected that the YamaTrack system will be installed at the beginning of February 2019 and the 35-month lease will run through December 31, 2021. If desired by the City at the end of the lease term, the lease will provide for a \$1 per unit buy-out for the system.

The monthly payment to Yamaha Motor Finance Corporation is broken down as follows:

Hardware	\$25.1064/month x 65 devices =	\$ 1,631.92
Monitoring Fees	\$12.0000/month x 65 devices =	780.00
Property Tax	\$ 1.8500/month x 65 devices =	<u>120.25</u>
Total Monthly Payment		<u>\$ 2,532.17</u>
X 35 months		\$ 88,625.95

It is expected that this increased operating cost will be absorbed by a cart fee increase ranging from \$1.00 to \$1.75 per round. Cart fees have not been adjusted since 2013.

FISCAL IMPACT: Funding for the YamaTrack global positioning system for the eight remaining months of FY 2019 in the amount of \$20,258 is currently appropriated in the FY 2019 Budget in the amount of \$20,258.

Account	Description	Amount Available
110-5700-580-7122	Capital Lease - Principal	\$ 18,500
110-5700-580-7224	Capital Lease – Interest	1,758
Total		\$ 20,258

The proposed lease includes a non-appropriation of funds clause, which protects the City should funding not be appropriated in future year budgets for the lease payment commitments.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2019-9496-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A 35-MONTH LEASE AGREEMENT FOR A GLOBAL POSITIONING SYSTEM FOR THE GOLF CARS AT SAMMONS GOLF LINKS WITH YAMAHA MOTOR FINANCE CORPORATION, U.S.A., OF CYPRESS, CALIFORNIA, IN THE TOTAL AMOUNT OF \$88,634; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, this lease agreement will provide for a 35-month lease, which will synchronize with the City's current Yamaha golf car lease, for the use of a YamaTrack global positioning system (GPS) for the City's fleet of 65 golf cars;

Whereas, YamaTrack is a comprehensive GPS system that will provide the following enhancements to the golf course:

- 10-inch screen installed on each of the City's 65 golf cars will show golfers the lay of the course and will provide a precise distance-to-pin feature for players to gauge their shots;
- Setup of geofences to protect sensitive areas of the golf course (e.g. greens) and establish course boundaries to prevent the driving of the golf cars off the golf course boundaries;
- Clubhouse monitoring features which will allow Staff to monitor the pace of play to assist with scheduling rounds in addition to reducing the need for marshals to monitor play; and
- Management of maintenance needs of each golf car;

Whereas, Staff recommends Council authorize the lease agreement utilizing BuyBoard Contract No. 529-17 awarded to Yamaha Golf-Car Company - contracts awarded by BuyBoard have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

Whereas, funding for the YamaTrack global positioning system for the eight remaining months of fiscal year 2019 is available in Account No. 110-5700-580-7122 and Account No. 110-5700-580-7224 - the proposed lease includes a non-appropriation of funds clause, which protects the City should funding not be appropriated in future year budgets for the lease payment commitments; 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 a 35-month lease agreement with Yamaha Motor Finance Corporation, U.S.A., of Cypress, California in the total amount of \$88,634, for a global positioning system for the golf cars at Sammons Golf Links.

Part 3: The City Council authorizes the City Manager, or her 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 **17th** of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #6(G)
Consent Agenda
Page 1 of 3

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Nicole Torralva, P.E., Public Works Director

ITEM DESCRIPTION: Consider adopting resolutions authorizing 10-year extensions to the following wastewater management agreements:

- (1) "Operation, Maintenance, and Management Agreement" between the City of Temple, City of Belton and Brazos River Authority for operation and maintenance of the Temple-Belton Wastewater Treatment Plant and Belton Main Lift Station;
- (2) "Operation, Maintenance, and Management Agreement" between the City of Temple and Brazos River Authority for operation and maintenance of the Doshier Farm Wastewater Treatment Plant and the City's lift stations; and
- (3) "Management and Administration Agreement" between the City of Temple, City of Belton, and Brazos River Authority for the management and administration of the Cities' Industrial Pretreatment Programs.

STAFF RECOMMENDATION: Adopt resolutions as presented in item description.

ITEM SUMMARY: In September 2014, the City of Temple entered into a five-year agreement with the Brazos River Authority for operation and maintenance of the Doshier Farm Wastewater Treatment Plant (Doshier), the Temple-Belton Wastewater Treatment Plant (TBP), and the City of Temple's lift stations. At the same time, the City of Temple entered into a one-year agreement for administration of the City's Industrial Pretreatment programs, which has subsequently been extended for four additional years. All three agreements will expire on September 30, 2019.

The Cities of Temple and Belton have been pleased with the services provided by the Brazos River Authority and as such, have negotiated an extension to the existing agreements extending the term for an additional 10 years. Steady and consistent operations of the City's wastewater facilities is an integral service to protect the environment and the public health and safety. Staff recommends approval of this contract extension. A detailed summary of each contract is provided below:

(A) TEMPLE-BELTON WASTEWATER TREATMENT PLANT (TBP): The "Operation, Maintenance, and Management Agreement" for operation and maintenance of TBP will be signed by Temple, Belton and the BRA. The TBP is jointly owned by Temple (75% ownership) and Belton (25% ownership). Daily services to be provided by BRA include general operation and maintenance of TBP, the composting facility and reclaimed water facility located at the plant, as well as operation of Belton's Main Lift Station.

On or before May 1st of each year, BRA will provide the Cities with an annual budget which will include an estimate of all operation and maintenance expenses plus a management fee of 3%. The budget will be calculated based on the estimated amount of wastewater to be delivered to TBP in the next fiscal year. The Cities must approve the proposed budget by July 15th of each year. Operation and maintenance expenses and maintenance fee will be allocated to the Cities based upon the annual flow percentages of each City. Any capital expenses (costs of capital improvements) will be allocated to the Cities based on ownership - 75% to Temple and 25% to Belton. Payments to BRA will be made monthly by each City and will equal 1/12 of the approved annual budget.

The term of this recommended contract extension is 10 years.

(B) DOSHIER FARM: The "Operation, Maintenance, and Management Agreement" for operation and maintenance of Doshier and Temple's lift stations will be signed by Temple and BRA. Similar to the agreement for operation and maintenance of TBP, BRA will provide general operation and maintenance services to the City.

On or before May 1st of each year, BRA will provide the City with an annual budget which will include an estimate of all operation and maintenance expenses plus a management fee of 3%. The budget will be calculated based on the estimated amount of wastewater to be delivered to Doshier in the next fiscal year. The City must approve the proposed budget by July 15th of each year. Payments to BRA will be made monthly and will equal 1/12 of the approved annual budget.

The term of this recommended contract extension is 10 years.

(C) INDUSTRIAL PRETREATMENT PROGRAMS (IPP): The "Management & Administration Agreement" for the administration of the Cities' Industrial Pretreatment Programs (IPP) will be signed by Temple, Belton, and BRA. The Cities' Industrial Pretreatment Programs monitor wastewater discharges into the publicly owned treatment system by permitted industrial users of the system to ensure that such discharges are in accordance with State and Federal regulations, as well as City ordinances. BRA will operate and coordinate the program for the Cities. It will interact with each permitted industrial user within the Cities to ensure that all regulations are met and that the quality of wastewater discharged into the system is acceptable under each of the individual permits and pretreatment program.

On or before May 1st of each year, BRA will provide the City with an annual budget which will include an estimate of all operation and maintenance expenses plus a management fee of 3%. Currently, Belton has one permitted industrial user and Temple has 11 permitted industrial users.

Two Temple industries and one Belton industry discharge to the TBP. Initially, expenses and management fee related to operation of the Cities' IPP at TBP will be allocated 67% to Temple and 33% to Belton. This allocation will be reevaluated after each fiscal year. The Cities must approve the proposed budget by July 15th of each year. Payments to BRA will be made monthly by each City and will equal 1/12 of the approved annual budget.

The term of this recommended contract extension is 10 years.

Staff recommends moving forward with execution of all three agreements.

FISCAL IMPACT: Fiscal year 2019 estimated expenditures in the amount of \$2,827,058 related to the wastewater management agreements are summarized below:

FY 2019 Operating Budget Line Item	Agreement (A)		Agreement (B)	
	~ COT Allocation %	Temple Belton Plant	Doshier Plant	Temple Lift Stations
	520-5500-535-2652		520-5500-535-2655	
O&M Expenses	* Flow - 77.82%	\$ 1,067,942	\$ 821,391	\$ 162,297
Capital Expenses	Ownership - 75%	69,525	155,530	128,750
Re-Use	Ownership - 75%	3,957	9,720	n/a
Repair & Replacement	Ownership - 75%	97,500	70,000	80,000
Agreement (C) - IPP	^ IPP - 67%	42,322	118,123	n/a

~ Costs at TBP are allocated based on City of Temple's 75% ownership unless otherwise noted.

* The portion of TBP operating and maintenance costs allocated to the Cities will vary annually based on flow.

^ The portion of TBP IPP expenses allocated to the Cities is based on industrial users and will be reevaluated annually.

BRA prepares an annual budget related to these wastewater management services which is reviewed and approved by both Cities and presented in the annual proposed budget.

ATTACHMENTS:

[Draft Agreements](#)
[Resolution](#)

RESOLUTION NO. 2019-9497-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING 10-YEAR EXTENSIONS TO THE (1) OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF TEMPLE, CITY OF BELTON, AND BRAZOS RIVER AUTHORITY FOR THE MANAGEMENT AND ADMINISTRATION OF THE TEMPLE-BELTON WASTEWATER TREATMENT PLANT AND BELTON MAIN LIFT STATION, (2) THE OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF TEMPLE AND BRAZOS RIVER AUTHORITY FOR THE OPERATION AND MAINTENANCE OF THE DOSHIER FARM WASTEWATER TREATMENT PLANT AND THE CITY'S LIFT STATIONS, AND (3) THE MANAGEMENT AND ADMINISTRATION AGREEMENT BETWEEN THE CITY OF TEMPLE, CITY OF BELTON, AND THE BRAZOS RIVER AUTHORITY FOR THE MANAGEMENT AND ADMINISTRATION OF THE CITIES' INDUSTRIAL PRETREATMENT PROGRAMS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in September 2014, the City of Temple entered into a 5-year agreement with the Brazos River Authority for operation and maintenance of the Doshier Farm Wastewater Treatment Plant (Doshier), the Temple-Belton Wastewater Treatment Plant (TBP), and the City of Temple's lift stations;

Whereas, at the same time, the City of Temple entered into a 1-year agreement for administration of the City's Industrial Pretreatment programs, which has subsequently been extended for four additional years – all three agreements expire September 30, 2019;

Whereas, the Cities of Temple and Belton have been pleased with the services provided by the Brazos River Authority and as such, have negotiated an extension to the existing agreements extending the terms for an additional 10 years - steady and consistent operations of the City's wastewater facilities is an integral service to protect the environment and the public health and safety;

Whereas, Staff recommends Council authorize a 10-year extension to these agreements;

Whereas, the Operation, Management and Administration Agreement for the operation and maintenance of the TBP will be signed by Temple, Belton, and the BRA – the TBP is jointly owned by Temple (75% ownership) and Belton (25% ownership) with daily services provided by the BRA which include general operation and maintenance of the TBP, the composting facility and reclaimed water facility located at the plant, as well as operation of Belton's main lift station;

Whereas, the Operation, Maintenance and Management Agreement for the operation and maintenance of Doshier and Temple's lift stations will be signed by Temple and the BRA – similar to the agreement for operation and maintenance of TBP, BRA will provide general operation and maintenance services to the City;

Whereas, the Management & Administration Agreement for the administration of the Cities' Industrial Pretreatment Programs (IPP) will be signed by Temple, Belton, and the BRA – the Cities' Industrial Pretreatment Programs monitor wastewater discharges into the publicly owned treatment system by permitted industrial users of the system to ensure that such discharges are in accordance with State and Federal regulations, as well as City Ordinances;

Whereas, the BRA will operate and coordinate the program for the Cities - it will interact with each permitted industrial user within the Cities to ensure that all regulations are met and that the quality of wastewater discharged into the system is acceptable under each of the individual permits and pretreatment program;

Whereas, initially, expenses and management fees related to operation of the Cities' IPP at TBP will be allocated 67% to Temple and 33% to Belton which will be reevaluated after each fiscal year;

Whereas, all Agreements require that on or before May 1st of each year, BRA will provide the Cities with an annual budget which will include an estimate of all operation and maintenance expenses, plus a management fee of 3%;

Whereas, the City must approve the proposed budget by July 15th of each year and payments to BRA will be made monthly and will equal 1/12 of the approved annual amount;

Whereas, the fiscal year 2019 estimated expenditures related to the management and administration of the Cities' IPP are funded in Account No. 520-5500-535-2652 and Account No. 520-5500-535-2655; 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 10-year extensions to the following agreements:

- (A) Operation, Maintenance, and Management Agreement between the City of Temple, city of Belton and Brazos River Authority for the operation and maintenance of the Temple-Belton Wastewater Treatment Plant and Belton Main Lift Station;

(B) Operation, Maintenance, and Management Agreement between the City of Temple and Brazos River Authority for operation and maintenance of the Doshier Farm Wastewater Treatment Plant and the City's Lift Stations; and

(C) Management and Administration Agreement between the City of Temple, City of Belton, and Brazos River Authority for the management and administration of the Cities' Industrial Pretreatment Programs.

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

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney

**OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT
BETWEEN BRAZOS RIVER AUTHORITY, CITY OF TEMPLE AND CITY OF
BELTON – TEMPLE-BELTON WASTEWATER TREATMENT PLANT**

THIS OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT ("Agreement"), dated and entered into to be effective as of the 1st day of October, 2014 (the "Effective Date"), by and between the Brazos River Authority ("BRA"), the City of Temple ("Temple"), and the City of Belton ("Belton"), is hereby executed in contemplation of the mutual consideration, covenants, obligations, and benefits provided in this Agreement. BRA and the Cities are authorized to make this Agreement under the provisions of Chapters 30 and 49, Texas Water Code; Section 791.026, Texas Government Code; and other applicable provisions of state law. Accordingly, the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

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

"Actual Annual Expenditures" means all recorded financial transactions for Operation and Maintenance Expenses, Capital Expenses, Management Fee, Repair and Replacement Fund, or other costs related to the Annual Budget during any Fiscal Year.

"Additional Service(s)" means activities performed by the BRA which are not specifically defined in the Scope of Work of this Agreement and which are performed for the Cities at an additional cost, agreed to by the Parties.

"Agreement" means this Agreement, together with all exhibits attached hereto and incorporated by reference herein.

"Annual Budget" means the combination of the Operation and Maintenance Budget, Capital Expense Budget, Management Fee, and Repair and Replacement Fund.

"Annual Flow" means the amount of wastewater generated in each City's service area delivered to the System on an annual basis, as recorded by the Cities' meters.

"Annual Flow Percentages" means each City's proportionate share of the Annual Flow.

"Belton Main Lift Station" means the main lift station owned by the City of Belton

"Biologically Toxic Substances" means any substance or combination of substances contained in the influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the Wastewater required to

meet the discharge limits of Cities' TPDES and TCEQ permits. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides.

"BRA" means the Brazos River Authority.

"Capital Expenses" means all direct costs for the design, permitting, construction and/or acquisition of Capital Improvements including the costs of acquiring any necessary easements, rights of way, or fee simple title to real property. Capital Expenses shall not include the Management Fee or Operations and Maintenance Expenses. Capital Expenses shall cost \$5,000 or more.

"Capital Expense Budget" means the annual amount budgeted for all Capital Expenses during any Fiscal Year.

"Capital Improvements" means physical improvements to or assets of the System, with an expected useful life of a minimum of three years and of the type generally categorized as a capital improvement and/or a capital expense in individual budgets of the Cities including but not limited to repairs and/or replacement of damaged, worn out or obsolete portions of the System and any new additions to or improvements made to the System, including Expansion, Emergency Repairs, and other improvements necessary for the System to meet or maintain Regulatory Requirements and/or improve operations of the System for the benefit of the Cities.

"City" or "Cities" means the Cities of Temple and Belton.

"Collection System" means the wastewater collection system as detailed in Exhibit B.

"Demand Work Orders" means those work orders for work that is either planned or unplanned to repair or replace any part of the System.

"Emergency Repairs" means those unanticipated System repairs and improvements to be paid from the Repair and Replacement Fund as they are not included in the Operations and Maintenance Budget or the Capital Expense Budget but must be initiated immediately to avoid System failures that threaten public health and safety and/or the environment. The costs and expenses for Emergency Repairs may be considered either Capital Expenses or Operation and Maintenance Expense, as applicable and determined by the Cities.

"Event of Default" has the meaning set forth in Sections 6.4 and 10.3.

"Expansion" means an expansion, extension, or enlargement of any System Component(s), which results in an increase in the capacity reservation for such System Component(s), and are incurred as Capital Expenses.

"Fiscal Year" means the 12-month period beginning on October 1 of each year and ending on September 30 of the following year.

“Maintenance” means the cost of those routine or repetitive activities required or recommended by the equipment or facility manufacturer, Cities, or BRA to maximize the service life of the equipment and overall System components as further described in Section 2.4.2 and Exhibit A.

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

“Monthly Budget Payments” means an amount equal to one-twelfth of the Annual Budget, to be paid to BRA by Cities.

“Operation and Maintenance Budget” means the annual amount budgeted for all Operation and Maintenance Expenses during any Fiscal Year and shall exclude Capital Expenses and the Management Fee.

“Operation and Maintenance Expense” means all costs to be paid to BRA by Cities for operation, maintenance, repair, rehabilitation, replacement and decommissioning of the System including, but not limited to:

(1) costs of maintaining any permits or licenses necessary to operate and maintain the System, except that the Cities will cover the costs of TCEQ permit fees;

(2) costs such as labor, materials, utilities, supervision, engineering, accounting, auditing, legal and professional services, insurance, personnel, data processing and purchasing;

(3) costs of scheduled repairs and/or replacement of damaged, worn out or obsolete portions of the System that are of a routine and/or recurring nature and are, therefore, not considered a Capital Expense and as may be necessary to meet and maintain Regulatory Requirements and/or serve to improve operations of the System for the benefit of the Cities.

(4) such other costs or expenses as may be imposed upon the Cities in connection with fulfillment of their obligations under this Agreement because of laws, regulations, or requirements of the State, the United States, or any agency or governmental subdivision of the State or any agency of the United States having jurisdiction;

(5) costs of any other tools, supplies, inventory, services and equipment, together with other costs not otherwise included in this definition necessary for proper operation and maintenance of the System; and

(6) costs associated with the satisfaction of judgments resulting from or settlement of claims not covered by the insurance or not paid by one particular City arising in connection with the ownership, operation or maintenance of the System, which are contractually a responsibility of the Cities.

Depreciation shall not be considered an item of Operation and Maintenance Expense.

“Party” or “Parties” means BRA, the City of Temple, and the City of Belton.

“Permit” or “Permits” means any necessary permit, license, order, and other governmental approvals issued by any Federal, State, local or regulatory agency that may now or hereafter have jurisdiction and related to a Regulatory Requirement associated with the construction, maintenance, or operation of the System, including, but not limited, to Texas Pollutant Discharge Elimination System (TPDES) Permits issued by the TCEQ for the System.

“Points of Contact” means the individuals appointed by the Cities to coordinate with BRA in all matters related to this Agreement.

“Point of Entry” means a point at which Wastewater from each City enters the System.

“Reasonable Standards” means activities conducted in accordance with municipal wastewater collection and treatment standards and at the lowest reasonable cost consistent with reliability and safety, which includes but is not limited to: O&M manuals, sound engineering principles, manufacturers’ recommended operating and maintenance criteria, and Regulatory Requirements (including regulations promulgated by any governmental or regulatory authority or agency having jurisdiction).

“Reclaimed Water Facility” or “RWF” means the infrastructure at TPB used to provide reclaimed water.

“Reconciliation Value” means the difference between the Annual Budget and the Actual Annual Expenditures recorded in the BRA’s financial accounting system in a Fiscal Year and agreed to by the Cities.

“Regulatory Requirements” means all Federal and State laws, rules, and regulations governing the design, permitting, and operation of municipal wastewater treatment and disposal systems in the State, including but not limited to the rules, regulations and/or orders of the United States Environmental Protection Agency, the TCEQ, and courts of competent jurisdiction.

“Repair and Replacement Fund” means those funds to be used at the discretion of the BRA for the purpose of making repairs and replacements to the System. Disbursements from the Repair and Replacement Fund will be allocated to the Cities based on ownership percentages.

“Scope of Work” means the services to be provided by BRA as set forth in Exhibit A.

“State” means the State of Texas.

“System” consists of all equipment, vehicles, grounds (including the buffer zone and easements), and facilities which make up the Temple Belton Wastewater Treatment Plant, including the Reclaimed Water Facility. The System also consists of all equipment, vehicles, grounds (including buffer zone and easements), and facilities that comprise the Belton Main Lift Station. The System consists of the Collection System and the Treatment System.

"System Component" means a specified facility comprising part of the System.

"Temple Belton Wastewater Plant" or "TBP" means the Temple-Belton Wastewater Plant, including the composting facilities.

"TCEQ" means the Texas Commission on Environmental Quality or any successor or successors exercising any of its duties and functions.

"Treatment System" means the wastewater treatment system as detailed in Exhibit B and any additions to the Treatment System that may be added as provided in this Agreement.

"Wastewater" means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like including garbage which has been shredded to such degree that all particles will be carried freely under flow conditions normally prevailing in public sewers and the liquid wastes from industrial processes, and includes any infiltration water that has migrated from the ground into the System, or inflow water from above the ground entering the System.

ARTICLE 2 SERVICES TO BE PERFORMED

2.1 Services

The BRA will, in accordance with the terms and conditions hereof, operate and maintain the System, as such operations are more particularly described in Exhibit A, attached hereto and incorporated by reference herein. Exhibit A is referred to herein as the "Scope of Work." The BRA shall operate and maintain the System in accordance with Regulatory Requirements and Reasonable Standards.

2.2 Additional Services

In contemplating performance under the terms of this Agreement, the BRA and the Cities hereby acknowledge that from time to time, as requested, the BRA may provide Additional Services to the Cities, which are related to the System but are not contemplated by the Scope of Work established herein. In that regard, the BRA and the Cities shall detail, by separate written instrument, a description of the services to be performed, the cost of the service, and the terms and methods of compensation to BRA.

2.3 Direction to BRA

The Cities, through the Points of Contact, shall provide guidance to BRA, and direct BRA, as appropriate, regarding all terms and conditions of this Agreement for the services provided by BRA.

2.4 System Equipment

In performing the services contemplated herein, the BRA shall be entitled to utilize the System's equipment, machinery, supplies and inventory, but all such items shall remain the property of the Cities or the System. The BRA shall repair and maintain all equipment and machinery in accordance with its condition and usable life as an Operating and Maintenance Expense. In

addition, the BRA may acquire as an Actual Annual Expenditure, from time to time, equipment and/or tools to operate and maintain the System and these items shall become the property of the System upon termination of this Agreement.

(a) **Equipment Inventory** - After the execution of this Agreement, but prior to the time BRA begins operating the System, BRA must provide the Cities with an inventory of City vehicles and equipment that are being used at the TBP and the Belton Main Lift Station when BRA begins service.

(b) **Maintenance and Service Program** - BRA shall provide and document for the Cities all Maintenance for the System as provided under this Agreement. Such documentation must be set forth in the monthly and annual reports required by Sections 8.2 and 8.3 of this Agreement. BRA's maintenance program must document corrective and preventive maintenance, and list BRA's spare parts inventory. Cities shall have the right to inspect these records during normal business hours. BRA shall maintain all warranties and guarantees. If due to the operating environment, demands on the equipment, or the operating needs of the System, the BRA determines that maintenance practices should deviate from manufacturers' recommendations or other Reasonable Standards, then BRA may submit a request in writing to the Cities to implement such deviation, and upon written concurrence of the Cities, the maintenance practice shall be modified. Other than painting, equipment maintenance and repair, and HVAC maintenance and repair, the repair of buildings is not included in the Agreement unless mutually agreed to by all Parties. BRA shall maintain all grounds and buildings in an attractive, litter free manner. BRA shall maintain the appearance and cleanliness of all structures, equipment, grounds, and fence lines at each facility. Appearance and cleanliness is defined as the removal of excessive dirt, dust, cobwebs, trash, and weeds. BRA is also responsible for mowing, landscaping, trimming, and painting. In addition, BRA shall perform all additional maintenance services outlined in the attached Scope of Work.

(c) **Equipment Warranties** - Cities shall provide reasonable assistance to BRA in maintaining all existing System warranties, guarantees, easements, and licenses that have been granted to Cities.

2.5 BRA Equipment

BRA may, from time to time, use BRA-owned, leased, or rented equipment in the services of this Agreement. Such utilization shall be incorporated into the Annual Budget and paid for as an Actual Annual Expenditure.

2.6 Sale of Surplus Items

If BRA determines that any piece of City owned equipment within the System has reached the end of its useful life and it is no longer economically feasible to repair the item, the BRA will notify the Points of Contact. BRA will follow the Cities' recommendation for disposal. Any items that are sold or traded in will be allocated to the Cities based on ownership percentage.

2.7 Credit for Revenues

BRA shall collect revenues, in accordance with rates approved by the Cities, from any activity in which assets of the System are used by BRA or entities other than the Cities. The Cities shall

receive credit to the Operations and Maintenance Budget for revenues generated by BRA for operation, maintenance and use of the System, including but not limited to septic hauler discharge permits and fees, compost and mulch sales and interest income on funds held by BRA under this Agreement. The revenues will be allocated to the Cities based on their Annual Flow Percentages. BRA must re-evaluate the rates charged for these activities and will prepare a recommendation for the Cities by April 15th of each year.

2.8 Services Provided by the Cities

The Cities shall:

- (a) Contract for and pay the invoices for electrical service to all facilities.
- (b) Contract for and pay the invoices for communication service to the lift stations.
- (c) Pay for the annual TCEQ Water Quality Assessment Fee (permit fee).
- (d) With input from the BRA, budget for all capital expenses.
- (e) Provide computers and technology equipment needed to operate the System.
- (f) Maintain the access roads to the lift stations.
- (g) Provide natural gas for System facilities as appropriate.

ARTICLE 3 REPAIR AND REPLACEMENT FUND

3.1 Repair and Replacement Fund

A Repair and Replacement Fund shall be established as part of the Annual Budget and shall be held in an interest bearing account. All expenditures out of the Repair and Replacement Fund related to the TBP shall be documented in Demand Work Orders and allocated to the Cities based on ownership percentages; 75% to the City of Temple and 25% to the City of Belton. Expenditures related solely to the Belton Main Lift Station will be allocated 100% to the City of Belton and expenditures related solely to the Reclaimed Water Facility will be allocated 100% to the City of Temple. If at any time, the City of Belton begins utilizing its reserved capacity of the RWF, expenses under this Section will be allocated to the Cities based on the Annual Flow Percentage. The Cities shall be responsible for notifying the BRA if the City of Belton begins utilizing the RWF.

3.2 Determination of Necessity to Repair

The BRA shall be responsible for determining the necessity of any Emergency Repairs. Upon making any determination that Emergency Repairs are required, the BRA shall promptly notify the Points of Contact for the Cities. BRA and Cities will agree on the appropriate course of action which may include BRA procuring, designing, constructing, acquiring, and/or installing any such improvements related to the Emergency Repair; provided, however, if BRA reasonably determines that circumstances require immediate action, BRA may initiate Emergency Repairs prior to obtaining the Cities' concurrence, but will confer with the Cities as soon as reasonably practicable. After the completion of the Emergency Repairs, the BRA shall provide a written report that specifies in reasonable detail the Emergency Repairs and the cause of the emergency.

3.3 Restoration of Fund

For each Fiscal Year, the BRA shall include, as a component of the Reconciliation Value, an amount sufficient to restore the Repair and Replacement Fund to the minimum balance as presented in the Annual Budget and agreed upon by the Cities. The Repair and Replacement fund for Fiscal Year 2015 will be funded by any over recovery funds due to the Cities from Fiscal Year 2014. If the over recovery funds are not sufficient to establish the agreed upon amount of the Repair and Replacement Fund, BRA will invoice the Cities monthly for the remainder of the Fiscal Year to account for the difference. At the end of each Fiscal Year, the Repair and Replacement Fund will be restored using any over recovery funds due to the Cities and if such funds are not sufficient to restore the entire Repair and Replacement Fund, BRA will invoice the Cities monthly for the remainder of the Fiscal Year to account for any difference.

ARTICLE 4 OWNERSHIP OF FACILITIES

4.1 Ownership of Improvements and Repairs

All Capital Improvements or Emergency Repairs shall become the property of the System, recorded as an asset of the System, titled to the System, and insured by the Cities to the extent required herein.

ARTICLE 5 BUDGETS AND RECONCILIATION

5.1 Annual Flow Percentages

(a) The BRA shall use the actual metered flows from each City for the 12 month period beginning April 1st and ending March 30th to calculate the Annual Flow Percentages to be used to allocate the next Fiscal Year's Annual Budget for the TBP to the Cities, as shown in Exhibit C. The BRA shall use the actual metered flows for the twelve month period beginning October 1st and ending September 30th to allocate the Actual Annual Expenditures for the TBP to the Cities when calculating the Reconciliation Value. Expenses related to the operation, management, and maintenance of the TBP shall be allocated as follows: (1) Budgeted Operations and Maintenance Expenses and Management Fee shall be allocated to each City based on the Annual Flow Percentages; and (2) allocation of Capital Expenses and any expenses charged to the Repair and Replacement Fund at the direction of the Cities shall be allocated 75% to the City of Temple and 25% to the City of Belton.

(b) All expenses related to the operation, management, and maintenance of the Belton Main Lift Station will be allocated to the City of Belton.

(c) All expenses related to the operation, management, and maintenance of the RWF will be allocated to the City of Temple. If at any time, the City of Belton begins utilizing its reserved capacity of the RWF, expenses related to the operation, management, and maintenance of the RWF will be allocated to the Cities based on the Annual Flow Percentage. Capital Expenses related to the RWF will be allocated to the Cities based on ownership percentage (75% to Temple and 25% to Belton), unless such expenses are incurred to primarily benefit one City in which case the City benefiting from the Capital Expenses will cover the entire cost. The Cities

shall be responsible for determining the allocation of costs between the Cities and communicating that information to BRA.

5.2 Annual Budget Preparation

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

(b) All increases in the Annual Budget over the previous year's budget must be explained by BRA to the satisfaction of the Cities. Any disagreements over such increases will be negotiated by the Parties in good faith. If Cities do not approve BRA's Annual Budget by July 15th and agreement by the Parties is not reached by the beginning of the next Fiscal Year, BRA will continue to provide the services set forth in this Agreement under the previous year's Annual Budget. Once the proposed Annual Budget is approved, BRA may bill the Cities for any increase in the monthly payments that were not paid from the beginning of the new Fiscal Year until such time as agreement by the Parties is reached.

5.3 Notice of Monthly Budget Payments Calculation

On or before August 1st, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the Cities with a schedule of the Monthly Budget Payments to be made by the Cities to the BRA for the next ensuing Fiscal Year, as illustrated in Exhibit D, attached hereto and incorporated by reference herein. Operations and Maintenance Expenses and the Management Fee related to the TBP shall be allocated to Cities based upon the Annual Flow Percentage. Capital Expenses related to the TBP shall be allocated 75% to the City of Temple and 25% to the City of Belton. All expenses related to the Belton Main Lift Station will be allocated to Belton. All expenses related to the RWF will be allocated as set forth in Section 5.1(c). Funds needed to restore the Repair and Replacement Fund to the agreed upon amount, if applicable, will be allocated as set forth in Section 3.1

5.4 Monthly Budget Performance Reporting

By the 25th of each month, the BRA will provide a report to the Cities documenting actual expenses related to the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget) and detailed revenues through the preceding month in the form prescribed by the Cities.

5.5 Adjustments

If any changes in the Scope of Work should occur, including, but not limited to, changes in Regulatory Requirements that increase the cost of the Annual Budget, the BRA will be entitled to additional compensation. The additional compensation will be negotiated in good faith by the Cities and the BRA within 30 days of receiving such request from the BRA. The Monthly

Budget Payments Calculation will be adjusted to reflect the additional compensation and the new amount will be invoiced as soon as practical.

5.6 Calculation of Reconciliation Value

The Reconciliation Value will be computed as soon as possible after the Fiscal Year end, but no later than 75 days after the Fiscal Year end in order to allow for the Cities to account for the Reconciliation Value in their Fiscal Year financial statements. The Cities may instruct BRA to hold the amount of the Reconciliation Value to offset future payments or refund the full amount of the Reconciliation Value to the Cities. In the event that the Reconciliation Value is negative, if Actual Expenditures exceed the Annual Budget, the BRA will invoice the Cities for the difference.

ARTICLE 6 FINANCIAL ISSUES

PRICES AND TERMS; PAYMENTS BY CONTRACTING PARTIES

6.1 Management Fee

In consideration for the services to be provided to the Cities as set forth in Article 2, the Cities agree to pay a Management Fee to BRA. The Management Fee will be included in the Annual Budget and will equal 3.0% of Actual Annual Expenditures. The Management Fee shall not be applied to expenditures from the Repair and Replacement Fund.

6.2 Payments

It is acknowledged and agreed that payments to be made under this Agreement will be the primary source available to the BRA to provide for the Actual Annual Expenditures. Payments made by the Cities under this Agreement shall be made from current revenues available to the Cities.

6.3 Services

All services, work, and activity specified in Section 2.1 to be provided by BRA to the Cities in this Agreement will be provided in consideration of the payment of the Management Fee and the Operation and Maintenance Expenses. Any additional services requested by the Cities and provided by BRA will be subject to additional compensation to BRA in addition to the Management Fee and the Operation and Maintenance Expenses.

6.4 Billing and Payment

By the 15th of each month, the BRA will send an invoice to each of the Cities for the Monthly Budget Payments for the subsequent month and any previously unbilled Additional Services. BRA must receive full payment for the invoice from the Cities on or before the 15th day of the month following the invoice date (no later than 30 days) to prevent Interest on Past Due Payment. All amounts due and owing the BRA by the Cities, if not paid when due, shall bear interest at a rate equal to the sum of (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If either City should remain delinquent in any payments due hereunder for a period of 60 days, BRA shall give notice to both Cities of the delinquency after the expiration of the 60 days and allow either City the opportunity to cure the delinquency. Such delinquency

shall be considered an "Event of Default" and must be cured within thirty (30) days from the date of said notice and if not cured within that time period BRA shall have the ability to terminate this Agreement without further liability or obligation.

6.5 Audit

The Cities have the right, subject to a three (3) business day notice and during normal business hours to inspect or audit the BRA's books and records applicable to this Agreement for any Fiscal Year to determine whether the BRA has complied with the terms of this Agreement.

ARTICLE 7. INSURANCE, INDEMNITY, AND LIABILITY

7.1 Provision for Insurance

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

Type of Coverage	Required Limit
Workers' Compensation Insurance as prescribed by law	Statutory limit
Employer's Liability	\$500,000 per occurrence
Bodily Injury/Death (non-vehicular)	\$500,000 per occurrence/\$1,000,000 aggregate
Property Damage (non-vehicular)	\$500,000
Automobile Bodily Injury/Death	\$500,000 per person/\$1,000,000 per occurrence
Automobile Property Damage	\$500,000 per occurrence
Environmental Impairment	\$2,000,000 per occurrence/\$10,000,000 aggregate
Owner's Protective Liability	\$1,000,000 each combined single limit
Excess Umbrella Liability	\$5,000,000 each occurrence

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

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

Type of Coverage	Required Limit
General Liability	\$1,000,000
Property Coverage (includes real and personal property)	\$303,404,098

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

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

7.2 GENERAL LIABILITY.

BRA HEREBY AGREES TO AND SHALL TO THE EXTENT ALLOWED BY LAW HOLD CITIES HARMLESS, WITHOUT ANY DOLLAR LIMIT, FROM ANY LIABILITY OR DAMAGES FOR PROPERTY DAMAGE OR BODILY INJURY, INCLUDING DEATH, WHICH MAY ARISE FROM BRA'S OPERATIONS UNDER THIS AGREEMENT, TO THE PROPORTION THAT SUCH PROPERTY DAMAGE OR BODILY INJURY WAS CAUSED BY BRA, ITS AGENTS, OR SUBCONTRACTORS. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR THE PORTION OF ANY SUCH PROPERTY DAMAGE OR BODILY INJURY CAUSED BY THE CITIES' OWN NEGLIGENCE.

7.3 PERMIT VIOLATIONS.

(a) BRA SHALL BE LIABLE, WITHOUT ANY DOLLAR LIMIT, FOR THOSE FINES OR PENALTIES WHICH MAY BE IMPOSED BY A REGULATORY AGENCY OR COURT FOR VIOLATIONS OF ANY PERMIT REQUIREMENTS, TO THE EXTENT SUCH FINES OR PENALTIES ARE A DIRECT RESULT OF BRA'S MALFEASANCE OR NEGLIGENCE; PROVIDED, HOWEVER, UNDER NO CIRCUMSTANCES SHALL BRA BE LIABLE OR RESPONSIBLE FOR FINES OR PENALTIES RESULTING FROM INFLUENT WHICH (i) EXCEEDS THE INFLUENT LIMITS THE SYSTEM IS DESIGNED TO ACCOMMODATE; AND/OR (ii) CONTAINS BIOLOGICALLY TOXIC SUBSTANCES THAT RESULT IN A FAILURE TO MEET PERMIT EFFLUENT LIMITS. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR THE PORTION OF ANY SUCH FINE OR PENALTY CAUSED BY THE CITIES' OWN NEGLIGENCE. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR FINES OR PENALTIES WHICH MAY RESULT FROM THE OPERATION BY THE CITIES OF THE SYSTEM PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN A PREVIOUS AGREEMENT.

(b) BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR PERMIT VIOLATIONS UNDER SECTION 7.3(a) TO THE EXTENT SUCH VIOLATIONS ARE BECAUSE THE INFLUENT CONTAINED BIOLOGICALLY TOXIC SUBSTANCES THAT RESULTED IN THE FAILURE OF THE SYSTEM TO MEET ITS PERMIT LIMITS. SHOULD THE PRESENCE OF BIOLOGICALLY TOXIC SUBSTANCES IN THE SYSTEM'S INFLUENT RESULT IN A FAILURE TO MEET PERMIT LIMITS, BRA SHALL HAVE A THIRTY (30) DAY RECOVERY PERIOD FROM THE DATE THE INFLUENT IS FREE FROM BIOLOGICALLY TOXIC SUBSTANCES BEFORE IT SHALL HAVE TO INDEMNIFY FOR PERMIT VIOLATIONS UNDER SECTION 7.3(a); PROVIDED, HOWEVER, IN THE EVENT RECOVERY CANNOT BE REASONABLY ACCOMPLISHED WITHIN THIRTY (30) DAYS, BRA SHALL HAVE SUCH ADDITIONAL TIME AS MAY BE NECESSARY TO RECOVER. NOTHING CONTAINED HEREIN, HOWEVER, SHALL RELIEVE OR EXCEPT BRA FROM INDEMNIFYING THE CITIES TO THE EXTENT, IF ANY, THAT THE FAILURE TO MEET PERMIT LIMITS WAS CAUSED BY BRA'S NEGLIGENCE IN OPERATING OR MAINTAINING THE SYSTEM.

7.4 Performance Bond

A performance bond in an amount equal to each year's Annual Budget under this Agreement must be provided to the Cities. BRA may provide a separate performance bond each year in an

amount equal to the compensation specified in this Agreement, or may elect to provide a single performance bond in an amount equal to the compensation for years 1-5 of Agreement term.

7.5 Notice of Claim

If any action or claim is brought against a Party to this Agreement based upon an alleged act or omission in connection with the provision of the services contemplated by this Agreement, the Party receiving notice shall immediately notify the other Parties of such action, enclosing a copy of all papers served.

7.6 Continuation of Responsibility

The responsibilities of the Parties under this Agreement shall survive termination of this Agreement to the extent such liabilities are attributable to actions or omissions before such termination.

ARTICLE 8 OPERATION AND REPORTING REQUIREMENTS

8.1 Reports

BRA shall prepare and submit all TPDES and TCEQ permit reports on a timely basis.

8.2 Periodic Reports – Monthly Operations

BRA shall provide the Cities with monthly operations reports by the 25th day of each month throughout the Term of this Agreement. The monthly operations reports shall include the following operating data:

- (1) Copies of all correspondence filed with or received from all governmental bodies;
- (2) a summary of quantities and types of chemicals and other agents used in the treatment of influent and residuals;
- (3) a summary of plant process efficiencies;
- (4) a summary of staffing levels, job positions, and workforce turnover;
- (5) a statement of any complaints received by BRA in relation to the operation of the System and how each complaint was addressed by BRA;
- (6) a description of the maintenance activities performed by BRA during the prior month and anticipated during the current month;
- (7) a list of machinery and equipment which was out of service during the prior month, and a timetable for repair and replacement;
- (8) any adverse conditions which may reasonably be expected to arise during the current month that may affect the ability of BRA to receive and treat influent, treat

and dispose of residuals, discharge effluent or distribute effluent for beneficial re-use;

- (9) the results of any regulatory or insurance inspections conducted during the prior month and all activities performed to comply with such inspections;
- (10) the results of any regulatory monitoring that was available during the prior month.
- (11) a statement of any issues or violations related to regulatory compliance;
- (12) a list and description of any accidents which occurred at or in the System during the prior month;
- (13) a summary of the quantities of residuals disposed of through the System;
- (14) a monthly discharge monitoring report;
- (15) description of the repairs and Capital Improvements performed by BRA during the prior month and anticipated during the current month;
- (16) a summary of electricity usage for the previous month with historical comparisons for the previous two years and an explanation of any increase in kwh per mg treated greater than 3%;
- (17) a description of any un-funded Capital Improvements recommended by BRA.

8.3 Annual Operations and Maintenance Reports

BRA shall furnish the Cities, within 60 days after the end of each Fiscal Year, an annual summary of the information contained in the monthly operations reports.

8.4 Operation of the System

The BRA shall operate and maintain the System in accordance with the Permits and consistent with all Regulatory Requirements and Reasonable Standards, which are applicable to the System.

8.5 Reports Affecting Operation of System

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

8.6 Access by City Personnel

BRA shall provide 24 hour-per-day access to the System for Cities' personnel. Visits may be made at any time by any City employee(s) designated by the Points of Contact; provided however such City Personnel shall provide BRA no less than one hour's notice prior to making any visit after normal operating hours, on weekends, or on holidays, except in the case of emergencies. Keys for all System components shall be provided to City by BRA. All visitors to the System shall comply with BRA's operating and safety procedures. All City employees are strongly encouraged to notify BRA staff before entering the System.

8.7 Third Party Access

Except as provided herein, BRA shall prohibit access to the System to all unauthorized personnel and third parties. Upon notice by the Cities, BRA shall allow supervised access to the System to City designated third parties. Such third parties shall comply with BRA's reasonable operating and safety procedures and rules, and shall not interfere with the operations of the System.

8.8 Report on Necessary Capital Improvements

Not later than February 15th of each year of this Agreement, BRA shall provide Cities with a list of recommended Capital Improvements BRA believes are necessary for the operation and maintenance of the System. BRA's report shall: (1) describe any proposed Capital Improvements; (2) explain why such improvements are needed; (3) list the estimated cost of each improvement; (4) discuss any projected increase or decrease in operation or maintenance costs resulting from the improvement; and (5) indicate the proposed date of acquisition for each improvement.

8.9 Prohibitions

In addition to any other provision set forth herein and the limitations set forth under any applicable law, BRA shall not (1) change the nature of the business of the System as currently conducted; (2) enter into any contract, commitment or transaction on behalf of the Cities, unless expressly authorized by the Cities, and if so authorized by the Cities, the term of any such contract may not extend beyond the termination date of this Agreement; (3) utilize the System for any purpose other than the continued operation of the System; or (4) distribute, dispose of (except as authorized in writing by the Cities), transfer, convey, pledge, mortgage or encumber any of the assets of the System.

8.10 System Condition Confirmation

BRA acknowledges that: (1) BRA's agents and representatives have visited, inspected, observed and are familiar with the System, its design, and physical condition relevant to the obligations of BRA pursuant to this Agreement, including structural and operating conditions, roads, utilities, and topographical conditions; (2) BRA is familiar with current local conditions which may be material to BRA's performance of its obligations under this Agreement (including transportation; seasons, climate and ambient air; access, availability, handling, storage and disposal of materials, supplies and equipment; and availability and quality of labor and utilities); and (3) BRA has received and reviewed the background documents provided by the Cities. Based on the foregoing, and to the extent the information provided and/or made available to the BRA is accurate and complete, and to the extent there are no latent conditions or issues that could compromise the System, BRA acknowledges that the System can be managed, operated, maintained, repaired and

replaced, so as to comply with the terms and conditions of this Agreement. Notwithstanding the foregoing, BRA makes no representation or acknowledgements in regard to any pre-existing environmental conditions associated with any expansion of the System that may affect the System

8.11 Security

BRA shall take reasonable steps to provide security for and protect the System, including maintaining suitable fences, gates and locks at and in the System; however, BRA shall not be responsible for any damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties. BRA shall report breach in security and threats of such breaches to the Points of Contact and the Cities' Police Departments immediately upon discovery. BRA will conduct an annual review of the System's security with the Cities to identify areas of risk and measures for improving security. BRA may change the locks and security codes on any or all of the maintenance facilities and equipment, provided a duplicate key and/or security codes for all changed locks shall be provided to the Cities. All keys and security codes shall be identified by tag or location. BRA will provide information, as requested, to the Department of Homeland Security or other designated agencies.

8.12 Record Documents and Mapping

BRA shall maintain and make available to the Cities upon request for review and copying all design, drawings, blueprints, plans, specifications and "as-built" or record drawings and documents relating to any Capital Improvements performed by BRA. BRA shall (1) keep current all such system records to show any changes to the System (including new valves, pipes, pumps, meters and other assets) made by BRA in performance of this Agreement and (2) provide advice and assistance to the Cities, based on such records, in establishing and maintaining any City geographic mapping and information systems.

8.13 Curtailments and Shutdowns

If the operation of the System is temporarily reduced, curtailed or shut down so that BRA is unable to collect, receive, or treat influent or residuals or discharge effluent, in accordance herewith, BRA shall immediately advise the Cities as to the nature and probable duration of such reduction, curtailment or shutdown and the expected effect on the operation of the System, and take all steps necessary to remedy the reduction, curtailment or shutdown and to resume full performance hereunder as soon as possible.

8.14 Reclaimed Water Facility

BRA shall provide operations, maintenance, sampling, laboratory analysis, record keeping and reporting for any current and future Reclaimed Water Facilities (RWF) located at TBP in accordance with all applicable Permits, Reasonable Standards, and Regulatory Requirements. Within the design capacity and capability of the facilities comprising the RWF, BRA shall manage, operate, and maintain the facilities so that the reclaimed water discharged from the RWF meets the requirements specified in the applicable Permits.

8.15 Independent Contractor

The BRA shall be responsible for the operation and maintenance of the System and will be an independent contractor in fulfilling all of the obligations under this Agreement and shall not subcontract out the Operations and Maintenance responsibility for the System.

8.16 Regulatory Action

The Parties recognize that the obligations of the BRA to render services as provided in this Agreement are subject to Regulatory Requirements, and the Parties agree to cooperate to make such applications and to take such action as may be necessary or desirable to obtain compliance therewith.

8.17 Nuisance Abatement

BRA shall operate the System such that odor, noise, and other negative effects shall be reasonably managed, and to the extent possible, prevent such effects from disrupting adjacent neighborhoods or property owners.

8.18 Disposal of Solid Waste

BRA shall provide for the disposal of screenings, grit, and sludge to the existing disposal sites. Any change in the disposal site or fees charged by the State of Texas or any other federal, state, or local entity which decreases or increases the cost of disposal shall constitute a change in the Scope of Work, and the Parties shall commensurately decrease or increase the Annual Budget by an equal amount.

8.19 Hours of Operation

BRA shall operate and maintain the System over a 24 hour-per-day, 7 day per-week period, under full service contract operations and maintenance. BRA may elect to provide operations and maintenance at certain times using on-call personnel, but BRA shall staff the System not less than 10 hours per day, Monday through Friday, and 8 hours per day on Saturday and Sunday unless the Cities give their prior written consent for fewer hours of manned operation. BRA shall continuously advise Cities of call out phone numbers for emergencies.

8.20 Employment Practices

BRA shall provide a sufficient number of certified, qualified personnel, including as required, management, administrative, engineering services, operational, technical, laboratory and clerical, who meet relevant Federal or State requirements and certifications regarding wastewater and lift station operations and maintenance, and who are capable and demonstrate the experience necessary to operate and maintain the System.

(a) **Training** - BRA shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, use of laboratory, energy management, etc. A proper safety program must be implemented by BRA, and all portions of that program shall be adhered to by BRA.

(b) **Affirmative Action** - BRA shall comply with its own policies which prohibit discrimination in its employment practices on the basis of race, sex, color, religion, national origin, handicap status, or any other impermissible factor.

(c) **Communications and Meetings** - On or before the commencement date of this Agreement, BRA shall inform the Cities of all business telephone, fax numbers, email addresses, cell phone numbers and other means by which BRA's employees may be contacted. BRA shall meet with the Cities as often as requested by the Cities to review the contents of the operations reports required to be prepared pursuant to Section 8.2 or discuss any other matter related to the operation, management, and maintenance of the System. BRA's personnel shall attend all City meetings which the Cities may reasonably request from time to time, to review management, operational, performance and planning matters arising with respect to the System and this Agreement.

ARTICLE 9 REGULATION OF QUALITY OF INCOMING WASTEWATER

9.1 Incoming Wastewater Quality

In order to permit the BRA to properly treat and dispose of wastewater in compliance with all Regulatory Requirements, to protect the public health, to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public water and watercourses, and to protect the properties of the System, the Cities and the BRA agree that the quality of all wastewater discharged must be regulated. The Cities hereby agree that the quality of the wastewater to be discharged by the Cities shall comply with the parameters established by the BRA as set forth in Exhibit E, "Inadmissible Waste," attached hereto and incorporated by reference herein, and the Permits issued to the Cities. In that regard, the Cities specifically agree that the Wastewater that they shall discharge to the System for treatment, pursuant to this Agreement, shall be in accordance with the parameters set forth in the pretreatment requirements in the Permits.

9.2 Testing of Wastewater

The BRA shall analyze samples of the Wastewater delivered hereunder at such frequencies and in accordance with sampling and analytical procedures as required from time to time by the BRA. The BRA shall be entitled to collect samples of Wastewater in the System, at any Point of Entry, and at points within the System and cause the same to be analyzed by various applicable quantitative and qualitative methods to determine if such Wastewater is within the established parameters. The Cities may, at their option, also take and analyze similar, but not necessarily the same, samples of their Wastewater. Other samples and measurements may be analyzed as required by the Permits or other Regulatory Requirements. If analysis discloses that the Cities' Wastewater is not within the allowable parameters, it shall be the Cities' obligation to immediately cease discharging such Wastewater.

ARTICLE 10 TERM, TERMINATION AND DEFAULT

10.1 Term

The original term of this Agreement is for five (5) years commencing on October 1, 2014 and ending on September 30, 2019. Upon the mutual agreement of the Parties, this Agreement may be extended for two additional 5 year terms.

10.2 Termination

(a) This Agreement may be terminated as follows:

(i) By the BRA or the Cities upon ninety (90) days written notice in the event of the following:

(1) any Federal, State or local agency should fail to issue any of the Permits or if any of the Permits should be revoked, modified or amended and as a result of such revocation, modification, or amendment it becomes impossible or illegal for the BRA to perform its obligations under this Agreement;

(2) any order or ruling should be enacted, promulgated or issued by any governmental agency having jurisdiction over the subject matter of this Agreement and the effect of such change, order or ruling makes it impossible or illegal for the BRA to perform its obligations under this Agreement; or

(3) some other event occurs which makes the continued operation of the System impossible.

(ii) By the BRA for any reason, upon providing not less than one hundred eighty (180) days written notice to the Cities or by the Cities for any reason, upon providing not less than one hundred eighty (180) days written notice to the BRA.

(b) The Parties agree to notify each other immediately upon receipt of notice of any action proposed by a Federal, State, or local agency to revoke, modify, or amend any of the Permits or any action by any governmental agency having jurisdiction over the subject matter of this Agreement proposing a change, order, or ruling which would make impossible or illegal for the BRA to perform its obligations under this Agreement.

(c) Upon termination of this Agreement, all obligations of all of the Parties under this Agreement shall terminate and be of no further force and effect, except to the extent that it is specifically stated herein that any such obligations shall survive termination.

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

10.3 Default

(a) Except as set forth in Section 6.4, "Event of Default" by any Party occurs if such Party shall breach a covenant, obligation, representation or warranty of such Party under this Agreement.

(b) In the event of an Event of Default under this Section 10.3 by one of the Cities under this Agreement, the non-breaching City shall have the right to cure such Event of Default. The non-

breaching City shall have ninety (90) days from the date notice of an Event of Default is delivered to the non-breaching City to cure such default; provided, however, the Event of Default may be cured in more than ninety (90) days, so long as the non-breaching City shall have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

(c) In event of an Event of Default under this Section 10.3 by both Cities, the Cities shall have ninety (90) days from the date notice of an Event of Default is delivered to Cities to cure such default; provided, however, the Event of Default may be cured in more than ninety (90) days, so long as the Cities have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

(d) In the event of an Event of Default under this Section 10.3 by BRA, the BRA shall have ninety (90) days from the date notice of an Event of Default is delivered to BRA to cure such default; provided, however, the Event of Default may be cured in more than ninety (90) days, so long as BRA shall have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Remedies Upon Default

In the event of a dispute with respect to this Agreement, or if one Party believes that the other Party is in default of any of the provisions in this Agreement, and such default has not been cured within the time periods prescribed by this Agreement, prior to instituting litigation, the Parties agree to first attempt to resolve such matter through direct discussions in the spirit of mutual cooperation, and may engage in mediation or other alternative dispute resolution methods as mutually agreed between the Parties. If neither a negotiated nor mediated resolution is obtained, the Parties may pursue any available legal or equitable remedy, including specific performance and mandamus. No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. The Parties expressly agree that this Agreement constitutes a contract for goods and services in accordance with Chapter 271, Subchapter I of the Texas Local Government Code in that BRA shall be providing wastewater treatment and disposal services to the Cities and that the provisions thereof apply to and govern claims regarding this Agreement, with the exception that attorneys fees are expressly excluded and shall not be awarded to any Party under any circumstances.

11.2 Force Majeure

In the event any Party to this Agreement is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, excluding the obligation to make the payments required under this Agreement then the obligations of such Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected

thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State or any civil or military authority other than a party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or damage to machinery or equipment, or impossibility by operation of law, which are not within the control of the party claiming such inability and such problem could not have avoided by the exercise of due diligence and care. It is understood and agreed that any force majeure shall be remedied with all reasonable dispatch.

11.3 Waiver.

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

11.4 Addresses and Notices

All notices which the BRA or the Cities may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery or by depositing the same with the U.S. Postal Service, first-class or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. All notices shall be deemed received within five (5) business days of deposit in the mail. The addresses stated shall be effective for all notices to the respective Parties until written notice of a change of address is given pursuant to the provisions hereof:

BRA:

Brazos River Authority
4600 Cobbs Drive
P.O. Box 7555 Waco, Texas 76714-7555

CITIES:

(for Notices)

Temple:

City of Temple
2 N. Main St., Suite 306
Temple, Texas 76501
Attn: City Manager

CC: City Attorney
2 N. Main St., Suite 308
Temple, Texas 76501

Belton:

City of Belton
P.O. Box 120
Belton, Texas 76513
Attn: City Manager

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least 15 days written notice to the other Parties.

11.5 Modification

This Agreement shall not be amended except in writing and executed by all Parties.

11.6 Assignability of this Agreement

This Agreement, and all rights, duties and obligations hereunder, shall not be assignable by either Party without the prior written consent of the other Party.

11.7 Parties in Interest

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

11.8 Severability

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

11.9 Representations and Warranties

Each party hereto represents and warrants to the other that (1) such party is validly existing and operating under the laws of the State of its creation or incorporation, as applicable, and the laws of the State; (2) such party has full requisite power and authority to perform its obligations under this Agreement; (3) the execution, delivery, and performance of this Agreement has been authorized by all necessary action of the governing body, or board of directors, as applicable, of such Party; (4) this Agreement is a valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or other law affecting creditors rights generally and by general equitable principles; and (5) the execution, delivery, and performance of this Agreement by such party does not, and will not (A) violate the statute, character or other instrument pursuant to which such party was created; (B) violate the Constitution of the State, or any other law, rule, or regulation by which such party is bound; (C) violate any judgment, writ, order, injunction, award, or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon such party; or (D) result in a material breach, violation, or default under any indenture, covenant, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which such Party is a party.

11.10 Merger

This Agreement, together with the exhibits attached hereto and incorporated by reference herein, constitutes the entire Agreement between the Parties relative to the subject matter hereof.

11.11 Future Agreement

The inclusion of terms and conditions in this Agreement shall not be interpreted as agreement among the Parties to include the same or similar terms and conditions in future agreements among the Parties pertaining to the same subject matter.

11.12 Governing Law and Venue

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

11.13 Counterparts

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

11.14 Good Faith Dealings

The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its purposes and objectives. Each Party agrees that it will not initiate a dispute against another Party unless the Party raising the dispute in good faith believes its position is legitimate. The Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information, and data pertaining to any such dispute.

11.14 List of Exhibits

- (a) Exhibit A – Scope of Work
- (b) Exhibit B – Details of the Treatment System and Collection System
- (c) Exhibit C – Annual Budget (Section 5.1)
- (d) Exhibit D – Example Schedule of Monthly Budget Payments (Section 5.3)
- (e) Exhibit E – Inadmissible Waste (Section 9.1)

BRAZOS RIVER AUTHORITY

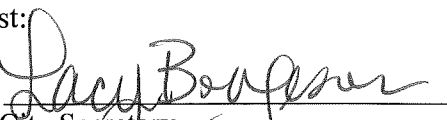
By: Phil Ford
Phil Ford, General Manager/CEO

Attest:

By: Nancy Adams
Nancy Adams, Executive Assistant

CITY OF TEMPLE, TEXAS

By: 
City Manager

Attest:
By: 
City Secretary



Approved as to form:

By: 
City Attorney

CITY OF BELTON, TEXAS

By: Sam A. Litch
City Manager

Attest:

By: [Signature]
City Secretary

Approved as to form:

By: _____
City Attorney

Exhibit A
Scope of Work for Wastewater Operations
(excluding IPP)

BRA will provide the following Services:

1. Personnel Staffing

- a. Provide qualified personnel to operate and maintain the System pursuant to this Agreement. The BRA will staff the System to meet the requirements specified in the Permits and budgeted level of service.
- b. Identify BRA employees and vehicles with badges and/or appropriate decals.
- c. Manage any BRA personnel issues of BRA personnel operating and maintaining the System such as hiring, worker's compensation, termination, performance counseling, safety, and training.
- d. Provide a semi-annual report of actual direct labor hours and charges in the format presented in the budget.
- e. Provide a semi-annual report listing all staff assigned to the contract. Listing should include name, title, licensing level, and responsibilities.
- f. Advise the Cities within 2 business days of any change in staff or staffing levels.

2. Communications

- a. Respond to inquiries, complaints, and concerns in a professional, courteous, and timely manner. Use best efforts to promote good relations with the Cities' customers, stakeholders, regulators, and residents. Report any complaints to the Cities within 24 hours of receiving the complaint.
- b. Monitor and track all complaints and inquiries received from the public, if any. Notify the appropriate City of any complaint and corrective action. Report any governmental inquiries within 24 hours. Report any unscheduled regulatory inspections upon notification of inspection.
- c. Respond to any routine inquiries or reporting requirements of any governmental authority or their consultants in a prompt and professional manner.
- d. Communicate in a proactive, prompt, and professional manner to affected parties, media, stakeholders, and regulators regarding operations and maintenance matters that will affect the public. Prior to communication with media regarding operation, maintenance, or management of the operated facilities, contact the Point of Contact for the Cities to discuss response to inquiry.
- e. Meet with engineering firms and other vendors at the Cities' request.
- f. Where feasible, give the Cities' read-only access to electronic information related to the TBP.

3. Coordination of Services and Operations

- a. Coordinate operations and maintenance of the System with neighboring entities or corporations as necessary or as requested by the Point of Contact.

b. Coordinate with other Cities' advisors, including attorneys, engineers, accountants, and financial consultants as necessary or as requested by the Point of Contact.

4. Meeting Preparations and Attendance

a. Attend City Council meetings and any special meetings at which either City requests the BRA's attendance. Provide routine operating and financial information.

b. Attend monthly operations meetings with the Cities regarding the System. Provide routine operating, maintenance and financial information in a format specified by the Cities

5. Permits and Document Management

a. Complete, within regulatory timeframes, all required documentation and pay all fees for TCEQ, United States Environmental Protection Agency, the Permits related to the operation and maintenance of the System, including but not limited to the monthly discharge monitoring reports, industrial stormwater monitoring and reporting, and unauthorized discharges.

b. Dispose of records in accordance with Cities and TCEQ records retention policies.

c. Prepare and present to the Cities for approval all applications to the TCEQ for renewals of the Permits. Coordinate with the Cities on such renewal processes, including review and comment on draft Permit revisions proposed by TCEQ. Permit renewal or amendment activities that require preparation, review or approval by an engineer will be considered additional contract services, with fees to be negotiated of time of request for services.

d. Manage and maintain in an efficient, organized, and readily available manner in the original format provided, using information technology tools as appropriate, all records required per regulations, including but not limited to:

- all System plans and specifications, as-built drawings, records, and easements delivered to BRA by the Cities, in a readily available and organized manner, copies of contracts made with vendors, and consultants;
- a comprehensive and detailed asset listing of the components of the System delivered to BRA by the Cities;
- a comprehensive and detailed list of easements associated with the System provided by the Cities;
- water quality analyses;
- billing documents and all budgets;
- documentation of overflows, bypasses, and System issues;
- documents related to Points of Entry into the System delivered to BRA by the Cities;
- documentation of repairs to the System by BRA after the effective date of this Agreement;

- a comprehensive list and documentation of maintenance of System equipment and vehicles;
- documentation of safety issues and actions;
- internal and vendor inspection reports;
- documentation of inflow and infiltration studies of the System and actions, as delivered to BRA by the Cities; and
- flow data collected from metering equipment located at Points of Entry.

6. Budget and Accounting

- a. Make recommendations and prepare the Annual Budget in a timely manner. Provide the Cities a copy of the documents and backup documentation if requested. Coordinate all budget meetings.
- b. Monitor, track, and regularly report the expenses related to the Annual Budget. Provide monthly budget reports to the Cities.
- c. Submit accurate and timely billings to the Cities in accordance with this Agreement.
- d. Promptly pay all vendors and third party contractors. All penalties and interest due on late payments shall be BRA's responsibility and shall not be charged to the Cities, unless such penalties and interest due are based upon the direction of the Cities.
- e. Accurately reflect all Cities' payments prior to any Reconciliation Value calculations.
- f. File and monitor any insurance claims in a timely manner.
- g. Inventory and maintain a listing of System equipment and vehicles, and the value of all such assets that are acquired after the execution of this Agreement.
- h. Use generally accepted accounting and internal control standards in performing all financial transactions.
- i. BRA will not mark up the cost of any parts, labor, supplies or outside services used in operating or maintaining the System.
- j. Perform an annual review of the prices charged for supplemental revenues, such as septage and compost and provide a recommendation to the Cities.

7. System Monitoring and Emergency Response

- a. Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of an emergency. The telephone number for such service shall be displayed at all gated facilities.
- b. Emergency services shall include services required as a result of a hazardous condition, or problem that would cause an unauthorized discharge or damage to personal property, a Permit violation, endanger the public's health and safety, a serious degradation of water quality at one or more customer locations or a condition which, in the opinion of BRA or Cities' representative, poses an immediate threat to develop into one of the emergencies listed above. In the event of an emergency, the BRA shall have the authority to act without special instruction or authorization from the Cities in order to prevent or minimize damage, injury or loss resulting from such emergency.

- c. Maintain all current and future alarm systems to monitor equipment operations, capacities, and electrical power at System lift stations and other critical equipment.
- d. Monitor and respond to any automated alarm system installed in the System.
- e. Manage federal Risk Management Program (40 CFR 68); provide compliance oversight for applicable Environmental, Health and Safety, Security and Emergency Management regulatory requirements. Identify non-compliances, provide recommendations, and implement corrective actions as appropriate. Notify the Point of Contact of respective program activities according to contract provisions.
- f. Coordinate, manage and report overflow response and remediation for the System.
- g. Advise the Cities of recommended Capital Improvements when necessary and as part of the Annual Budget preparation.
- h. Advise the Cities of Emergency Repairs in a timely manner.
- i. Monitor flows and respond to odor complaints in the System. Monitor permitted water quality characteristics in the System. Advise the Cities of anomalies, trends, and results of improvements.
- j. Provide all documented notices of Permit exceedances or violations to the TCEQ in accordance with the provisions of the Permits and copy the Cities on such notifications.
- k. Provide all responses to TCEQ inspections in consultation with the Cities. Implement any corrective actions requested by TCEQ and approved by the Cities.
- l. Respond to all overflows and System failures in a timely, organized, and efficient manner to minimize or eliminate environmental, public health and safety, and financial impacts.
- m. Provide access control of personnel and visitors at the treatment plants.

8. Operation of Wastewater System

- a. Provide personnel, materials, vehicles, equipment, and hand tools necessary for the routine operation of the System.
- b. Provide licensed operators (at license levels required by TCEQ) to operate the System and to perform all inspections, tests, sampling and laboratory analyses of such System in compliance with Regulatory Requirements, the Permits, or by this Agreement.
- c. Exercise and repair System valves, equipment, vehicles, and off-line equipment as necessary to maintain reliable performance.
- d. Optimize the use of chemicals and electricity for the System.
- e. Manage all contracted services related to the System daily operations such as chemical delivery, sludge disposal, and liquid waste acceptance.
- f. Assist with capital improvement projects, as an Additional Service as requested by the Point of Contact and agreed to by BRA.
- g. Make periodic general observations of System equipment, and provide recommendations for Capital Improvements in a timely manner and as part of the Annual Budget preparation.
- h. Re-certify all Reduced Pressure Zones (RPZ's) on the frequency required by the manufacturer and TCEQ.

- i. Provide diesel for all generators. Maintain all generators per manufacturer's specifications.
- j. Provide phone service for all autodialers. Test autodialers once a month.
- k. Whenever possible and economically feasible, utilize local vendors for supplying goods and services to the System.
- l. Analyze electrical usage on a monthly basis to determine if electrical usage deviates from historical trends.
- m. Inspect all coatings annually and provide recommendations on coating repairs and replacements.

9. Composting Operations

- a. Review and update the Composting Odor Control SOP on an annual basis. Work with the Cities to examine and address odor issues related to the composting activities. Analyze current composting operations and make recommendations for odor control methods and procedures.
- b. Maintain and operate the compost area in a safe and efficient manner.
- c. Work to avoid excess stockpiles of brush material.
- d. Provide prompt and courteous service to compost and mulch customers.
- e. Maintain the high quality of the compost and brush products.
- f. Review and update annually the operating procedures for odor control.

10. Maintenance and Repair of System

- a. Prepare a written assessment of the operational and safety aspects of each phase of the additional facilities, including recommended repairs, rebuilds and replacements, for the Cities as soon as possible after the transition.
- b. Maintain a scheduled maintenance program including an updated maintenance checklist, schedule of maintenance, and replacement program based on equipment manufacturers' recommendations and staff experience.
- c. Perform all preventive maintenance, including, but not limited to, routine cleaning, lubrication and adjustment of equipment, cleaning or replacement of filters and belt adjustments required pursuant to the scheduled maintenance program established in accordance with the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance and replacements provided. As directed by the Cities, the BRA will be responsible for maintaining all manufacturers' warranties on System equipment and vehicles purchased for the System after the Effective Date of this Agreement.
- d. Perform equipment repairs and replacement, including emergency repairs, as needed to keep the System operational and in compliance and to prolong the useful life of the Cities assets. These activities will be recorded as Demand repairs and charged to the Repair and Replacement Fund. All non-emergency demand repairs that are expected to exceed \$2,000 will be submitted to the Point of Contact for approval before work proceeds.
- e. BRA will warranty the workmanship on all in-house repairs for one year.

- f. Monitor, track, and report the amount of routine and preventive maintenance compared to reactive (Demand) maintenance.
- g. Inspect, clean and maintain appearance of System, including mowing and trimming of ground cover, in accordance with industry standards.
- h. Use generally accepted business practices to procure materials and replacement equipment.
- i. Be responsible for maintaining all City owned computers at the System.
- j. Will initiate work orders in the time frame assigned to each priority class.

11. Reporting

- a. Complete and certify any documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all routine operational and/or regulatory reports required by the Permits and in compliance with Regulatory Requirements.
- b. Prepare monthly reports in a format and method acceptable to the Cities showing:
 - gallons treated for the month and cumulatively for the year;
 - variance report for the budget and actual expenses;
 - percentage of preventive maintenance activities compared to preventive and reactive maintenance;
 - kWh per million gallons treated;
 - chemical dosage per million gallons treated per chemical;
 - wastewater inflow parameters versus treated discharge parameters in relation to permit requirements; and
 - operational issues and associated corrective actions for problems with wastewater quality, major equipment, overflows, inflow and infiltration, safety, etc.

12. Safety

- a. Provide worker safety training at a frequency and level of detail needed to maintain a safe workplace and meet all applicable worker safety regulations.

Exhibit B

Temple-Belton Wastewater Treatment Plant and Collection System

The Temple-Belton Wastewater Treatment Plant (TBP) is located at 2506 East 6th Avenue (SH93) in Belton, Texas and is jointly owned by the Cities of Temple and Belton. The TBP is an oxidation ditch treatment facility with a capacity currently rated at 10 million gallons per day (MGD). The TBP currently receives 100% of the wastewater collected in Belton and approximately 70% of the wastewater collected by Temple (primarily south and west Temple). The TBP service area is comprised of approximately 26,000 acres in Temple and Belton which will have an anticipated population of approximately 84,000 at full buildout/development of that area.

The treated water is currently discharged to a receiving stream; however, construction is underway to route a large portion of the finished reclaimed water to a power plant being constructed on the east side of Temple. The reclaimed water generated by the TBP will be treated to TCEQ Type II reuse standards.

The peak design flow of the plant is currently 30 MGD and plans for an expansion to meet the long-term wastewater needs of Temple and Belton are ongoing.

Composting Facility

There is a composting facility on the west side of the TBP. The composting operation utilizes bio-solids that are processed on site (approximately 6,000 cubic yards per year), along with bulk brush delivered from the Cities' of Temple and Belton curbside recycling programs (approximately 70,000 cubic yards per year), to produce Tri-Gro Compost, which is sold to the general public two (2) Saturday mornings per month along with every Wednesday and Friday for 8 hours per day.

City of Temple Lift Stations

The City of Temple wastewater collection system currently includes thirty-one (31) lift stations of various size and pump configurations, ranging from 50 GPM to 5000 GPM located throughout the City. These lift stations pump wastewater to the TBP and Doshier facilities. Numerous lift stations have generator capabilities and/or portable generator connections.

City of Belton Lift Stations

The City of Belton wastewater collection system currently includes sixteen (16) lift stations of various size and pump configurations, ranging from 20 GPM to 4660 GPM. These lift stations pump wastewater to the TBP facility. Numerous lift stations have generator capabilities and/or portable generator connections.

**Brazos River Authority
OMM Agreement TBP
Exhibit C
FY 2015 Proposed Budget**

**TBP (includes TB Plant, TBP Composting,
Belton Main Lift Station, TBP RWF)**

	FY 2015
TBP Estimated Revenues	
Discharge Fees	\$ 121,500
Compost	61,700
Mulch	21,050
Total Revenues	\$ 204,250
 <u>Expenses - TB Plant & Solid Waste (allocated based on flow)</u>	
Salaries	394,269
Benefits	155,427
Materials & Supplies	172,763
Routine Repairs & Maintenance	107,237
Equipment Rental	84,300
Utilities (excluding electricity)	17,231
Sludge Disposal	162,320
Travel	342
Outside Services	100,390
Employee Development	5,289
Regulatory	2,190
Direct Labor	(62,111)
General & Administrative	88,000
Capital Outlay (City will budget)	n/a
Management Fee (3%)	36,829
Total	\$ 1,264,476
 <u>Expenses - Belton Main Lift Station (City of Belton)</u>	
Materials & Supplies	1,500
Routine Repairs & Maintenance	1,800
Equipment Rental	800
Utilities (excluding electricity)	1,300
Direct Labor	8,200
Management Fee (3%)	408
Total	\$ 14,008
 <u>Expenses - TBP Re-Use (City of Temple)</u>	
Operational during FY 2015	\$ -
 <u>TBP R&R Fund (allocated based on ownership %)</u>	
Recommended Funding Level	\$ 160,000

**Brazos River Authority
 OMM Agreement TBP
 Exhibit D
 TBP Flow Allocation**

Contracting City	Actual Discharge June 1, 2013 to May 31, 2014 (millions of gallons)	Ratio of Total Discharge
City of Temple	1,774.5890	77.262%
City of Belton	522.2420	22.738%
Total	2,296.8310	100.000%

Percentage of Flow for Allocation of Charges

City of Temple	77.262%
City of Belton	22.738%

These Annual Flow Percentages will be used to allocate the proposed fiscal year budget for the TB Plant and Solid Waste to the Cities. When the Reconciliation Value is calculated after the end of the fiscal year, actual flows for the period October 1 through September 30 will be used to allocate the actual expenses for the TB Plant and Solid Waste.

**Brazos River Authority
OMM Agreement TBP
Exhibit D
Allocation of Budget Charges**

Fiscal Year 2015

Allocation of TBP Charges

Proposed TB Plant & Solid Waste Expenses	\$ 1,264,476
Less Estimated TBP Revenues	(204,250)
Net annual financial requirement	\$ 1,060,226
	/12 months
Monthly TBP financial requirement	\$ 88,352.17

Contracting City	% of Flow	FY 2015 Monthly TBP Charges
City of Temple	77.262%	68,263.09
City of Belton	22.738%	20,089.08
		\$ 88,352.17

Total Monthly Charges by Contracting City

City of Temple		
Allocated TBP expenses		68,263.09
Re-Use Expenses		-
Monthly Amount	\$	68,263.09

City of Belton		
Allocated TBP expenses		20,089.08
Belton Main Lift Station		1,167.33
Monthly Amount	\$	21,256.41

Exhibit E

Inadmissible Wastes

In accordance with the provisions of Article 9 of the Management and Administration Agreement between the Cities of Temple and Belton and the Brazos River Authority, the Cities agree to comply with 40 CFR 403.5, "National pretreatment standards: Prohibited discharges". Additionally, the Cities agree not to discharge, or allow to be discharged, to the Temple Belton Wastewater Treatment Plant or the Doshier Farm Wastewater Treatment Plant any pollutant which causes pass-through or interference with the operation of the facilities, or causes a violation of either facilities' Federal or State discharge permit.

**AMENDMENT NO. ONE
TO OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT BETWEEN
BRAZOS RIVER AUTHORITY, CITY OF TEMPLE, AND CITY OF BELTON –
TEMPLE-BELTON WASTEWATER TREATMENT PLANT**

This Amendment No. One to the Operation, Maintenance, and Management Agreement Between Brazos River Authority, City of Temple, and City of Belton – Temple-Belton Wastewater Treatment Plant ("Amendment") is entered into by and between the Brazos River Authority ("BRA"), the City of Temple ("Temple") and the City of Belton ("Belton") (collectively, the "Cities").

RECITALS

WHEREAS, BRA and the Cities entered into the Operation, Maintenance, and Management Agreement Between Brazos River Authority, City of Temple, and City of Belton – Temple-Belton Wastewater Treatment Plant ("Agreement") with an effective date of October 1, 2014;

WHEREAS, Article 5.1(c) of the Agreement stipulates that all costs related to the operations, management, and maintenance of the Reclaimed Water Facility ("RWF") would be allocated to the Temple until such time as the Belton began utilizing its reserved capacity in the RWF, at which time all costs related to the operation, management, and maintenance of the RWF would be allocated to the Cities based on the Annual Flow Percentages; and

WHEREAS, the Cities desire to allocate such costs based on each City's ownership percentage.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, BRA and the Cities agree to amend the Agreement as follows:

1. The first two sentences in Paragraph 5.1(c) of the Agreement are hereby deleted in their entirety and replaced with the following language:

"All expenses related to the operation, management, and maintenance of the RWF will be allocated between the Cities based upon each City's respective ownership percentage (75% to Temple and 25% to Belton)."

2. The new expense allocation shall be effective as of April 1, 2016.

3. This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, all of the terms, conditions and provisions of the Agreement apply to this Amendment and remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: _____

Phillip Ford
PHILLIP FORD

Title: **GENERAL MANAGER/CEO**

Date: 22 Aug 16

CITY OF TEMPLE

By: _____

Joe Shaw Graham
Title: **CITY MANAGER**

Date: 9-1-16

CITY OF BELTON

By: _____

Sam L. Lutz
Title: **CITY MANAGER**

Date: 8/25/16

Approved As To Form

[Signature]
City Attorney's Office

**OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT
BETWEEN BRAZOS RIVER AUTHORITY AND CITY OF TEMPLE – DOSHIER
FARM WASTEWATER TREATMENT PLANT**

THIS OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT (“Agreement”), dated and entered into to be effective as of the 1st day of October, 2014 (the “Effective Date”), by and between the Brazos River Authority (“BRA”) and the City of Temple (“Temple” or “City”), is hereby executed in contemplation of the mutual consideration, covenants, obligations, and benefits provided in this Agreement. BRA and the City are authorized to make this Agreement under the provisions of Chapters 30 and 49, Texas Water Code; Section 791.026, Texas Government Code; and other applicable provisions of state law. Accordingly, the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

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

“Actual Annual Expenditures” means all recorded financial transactions for Operation and Maintenance Expenses, Capital Expenses, Management Fee, Repair and Replacement Fund, or other costs related to the Annual Budget during any Fiscal Year.

“Additional Service(s)” means activities performed by the BRA which are not specifically defined in the Scope of Work of this Agreement and which are performed for the Cities at an additional cost, agreed to by the Parties.

“Agreement” means this Agreement, together with all exhibits attached hereto and incorporated by reference herein.

“Annual Budget” means the combination of the Operation and Maintenance Budget, Capital Expense Budget, Management Fee, and Repair and Replacement Fund.

“Annual Flow” means the amount of wastewater generated in the City’s service area delivered to the System on an annual basis, as recorded by the City’s meters.

“Biologically Toxic Substances” means any substance or combination of substances contained in the influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the Wastewater required to meet the discharge limits of Cities’ TPDES and TCEQ permits. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides.

“BRA” means the Brazos River Authority.

“Capital Expenses” means all direct costs for the design, permitting, construction and/or acquisition of Capital Improvements including the costs of acquiring any necessary easements, rights of way, or fee simple title to real property. Capital Expenses shall not include the Management Fee or Operations and Maintenance Expenses. Capital Expenses shall cost \$5,000 or more.

“Capital Expense Budget” means the annual amount budgeted for all Capital Expenses during any Fiscal Year.

“Capital Improvements” means physical improvements to or assets of the System, with an expected useful life of a minimum of three years and of the type generally categorized as a capital improvement and/or a capital expense in the City's budget including but not limited to repairs and/or replacement of damaged, worn out or obsolete portions of the System and any new additions to or improvements made to the System, including Expansion, Emergency Repairs, and other improvements necessary for the System to meet or maintain Regulatory Requirements and/or improve operations of the System for the benefit of the City.

“City” means the City of Temple.

“Collection System” means the wastewater collection system as detailed in Exhibit B.

“Demand Work Orders” means those work orders for work that is either planned or unplanned to repair or replace any part of the System.

“Emergency Repairs” means those unanticipated System repairs and improvements to be paid from the Repair and Replacement Fund as they are not included in the Operations and Maintenance Budget or the Capital Expense Budget but must be initiated immediately to avoid System failures that threaten public health and safety and/or the environment. The costs and expenses for Emergency Repairs may be considered either Capital Expenses or Operation and Maintenance Expense, as applicable and determined by the City.

"Event of Default" has the meaning set forth in Sections 6.4 and 10.3.

"Expansion" means an expansion, extension, or enlargement of any System Component(s), which results in an increase in the capacity reservation for such System Component(s), and are incurred as Capital Expenses.

“Fiscal Year” means the 12-month period beginning on October 1 of each year and ending on September 30 of the following year.

“Maintenance” means the cost of those routine or repetitive activities required or recommended by the equipment or facility manufacturer, City, or BRA to maximize the service life of the equipment and overall System components as further described in Section 2.4.2 and Exhibit A.

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

“Monthly Budget Payments” means an amount equal to one-twelfth of the Annual Budget, to be paid to BRA by City.

“Operation and Maintenance Budget” means the annual amount budgeted for all Operation and Maintenance Expenses during any Fiscal Year and shall exclude Capital Expenses and the Management Fee.

"Operation and Maintenance Expense" means all costs to be paid to BRA by City for operation, maintenance, repair, rehabilitation, replacement and decommissioning of the System including, but not limited to:

(1) costs of maintaining any permits or licenses necessary to operate and maintain the System, except that the City will cover the costs of TCEQ permit fees;

(2) costs such as labor, materials, utilities, supervision, engineering, accounting, auditing, legal and professional services, insurance, personnel, data processing and purchasing;

(3) costs of scheduled repairs and/or replacement of damaged, worn out or obsolete portions of the System that are of a routine and/or recurring nature and are, therefore, not considered a Capital Expense and as may be necessary to meet and maintain Regulatory Requirements and/or serve to improve operations of the System for the benefit of the City.

(4) such other costs or expenses as may be imposed upon the City in connection with fulfillment of its obligations under this Agreement because of laws, regulations, or requirements of the State, the United States, or any agency or governmental subdivision of the State or any agency of the United States having jurisdiction;

(5) costs of any other tools, supplies, inventory, services and equipment, together with other costs not otherwise included in this definition necessary for proper operation and maintenance of the System; and

(6) costs associated with the satisfaction of judgments resulting from or settlement of claims not covered by the insurance or not paid by the City arising in connection with the ownership, operation or maintenance of the System, which are contractually a responsibility of the City.

Depreciation shall not be considered an item of Operation and Maintenance Expense.

“Party” or “Parties” means BRA and the City of Temple.

“Permit” or “Permits” means any necessary permit, license, order, and other governmental approvals issued by any Federal, State, local or regulatory agency that may now or hereafter

have jurisdiction and related to a Regulatory Requirement associated with the construction, maintenance, or operation of the System, including, but not limited to, Texas Pollutant Discharge Elimination System (TPDES) Permits issued by the TCEQ for the System.

“Point of Contact” means the individual(s) appointed by the City to coordinate with BRA in all matters related to this Agreement.

“Point of Entry” means a point at which Wastewater from the City enters the System.

“Reasonable Standards” means activities conducted in accordance with municipal wastewater collection and treatment standards and at the lowest reasonable cost consistent with reliability and safety, which includes but is not limited to: O&M manuals, sound engineering principles, manufacturers’ recommended operating and maintenance criteria, and Regulatory Requirements (including regulations promulgated by any governmental or regulatory authority or agency having jurisdiction).

“Reclaimed Water Facility” or “RWF” means the infrastructure at Doshier used to provide reclaimed water.

“Reconciliation Value” means the difference between the Annual Budget and the Actual Annual Expenditures recorded in the BRA’s financial accounting system in a Fiscal Year and agreed to by the City.

“Regulatory Requirements” means all Federal and State laws, rules, and regulations governing the design, permitting, and operation of municipal wastewater treatment and disposal systems in the State, including but not limited to the rules, regulations and/or orders of the United States Environmental Protection Agency, the TCEQ, and courts of competent jurisdiction.

“Repair and Replacement Fund” means those funds to be used at the discretion of the BRA for the purpose of making repairs and replacements to the System.

“Scope of Work” means the services to be provided by BRA as set forth in Exhibit A.

“State” means the State of Texas.

“System” consists of all equipment, vehicles, grounds (including the buffer zone and easements), and facilities which make up the Doshier Farm Wastewater Treatment Plant (“Doshier”), including the Reclaimed Water Facility. The System also consists of all equipment, vehicles, grounds (including buffer zone and easements), and facilities that comprise the City’s lift stations, and all lift stations added to the System during the term of this Agreement. The System consists of the Collection System and the Treatment System.

“System Component” means a specified facility comprising part of the System.

“TCEQ” means the Texas Commission on Environmental Quality or any successor or successors exercising any of its duties and functions.

“Treatment System” means the wastewater treatment system as detailed in Exhibit B and any additions to the Treatment System that may be added as provided in this Agreement.

"Wastewater" means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like including garbage which has been shredded to such degree that all particles will be carried freely under flow conditions normally prevailing in public sewers and the liquid wastes from industrial processes, and includes any infiltration water that has migrated from the ground into the System, or inflow water from above the ground entering the System.

ARTICLE 2

SERVICES TO BE PERFORMED

2.1 Services

The BRA will, in accordance with the terms and conditions hereof, operate and maintain the System, as such operations are more particularly described in Exhibit A, attached hereto and incorporated by reference herein. Exhibit A is referred to herein as the “Scope of Work.” The BRA shall operate and maintain the System in accordance with Regulatory Requirements and Reasonable Standards.

2.2 Additional Services

In contemplating performance under the terms of this Agreement, the BRA and the City hereby acknowledge that from time to time, as requested, the BRA may provide Additional Services to the City, which are related to the System but are not contemplated by the Scope of Work established herein. In that regard, the BRA and the City shall detail, by separate written instrument, a description of the services to be performed, the cost of the service, and the terms and methods of compensation to BRA.

2.3 Direction to BRA

The City, through the Point(s) of Contact, shall provide guidance to BRA, and direct BRA, as appropriate, regarding all terms and conditions of this Agreement for the services provided by BRA.

2.4 System Equipment

In performing the services contemplated herein, the BRA shall be entitled to utilize the System’s equipment, machinery, supplies and inventory, but all such items shall remain the property of the City or the System. The BRA shall repair and maintain all equipment and machinery in accordance with its condition and usable life as an Operating and Maintenance Expense. In addition, the BRA may acquire as an Actual Annual Expenditure, from time to time, equipment and/or tools to operate and maintain the System and these items shall become the property of the System upon termination of this Agreement.

(a) Equipment Inventory - After the execution of this Agreement, but prior to the time BRA begins operating the System, BRA must provide the City with an inventory of City vehicles

and equipment that are being used at Doshier and the City's lift stations when BRA begins service.

(b) Maintenance and Service Program - BRA shall provide and document for the City all Maintenance for the System as provided under this Agreement. Such documentation must be set forth in the monthly and annual reports required by Sections 8.2 and 8.3 of this Agreement. BRA's maintenance program must document corrective and preventive maintenance, and list BRA's spare parts inventory. City shall have the right to inspect these records during normal business hours. BRA shall maintain all warranties and guarantees. If due to the operating environment, demands on the equipment, or the operating needs of the System, the BRA determines that maintenance practices should deviate from manufacturers' recommendations or other Reasonable Standards, then BRA may submit a request in writing to the City to implement such deviation, and upon written concurrence of the City, the maintenance practice shall be modified. Other than painting, equipment maintenance and repair, and HVAC maintenance and repair, the repair of buildings is not included in the Agreement unless mutually agreed to by all Parties. BRA shall maintain all grounds and buildings in an attractive, litter free manner. BRA shall maintain the appearance and cleanliness of all structures, equipment, grounds, and fence lines at each facility. Appearance and cleanliness is defined as the removal of excessive dirt, dust, cobwebs, trash, and weeds. BRA is also responsible for mowing, landscaping, trimming, and painting. In addition, BRA shall perform all additional maintenance services outlined in the attached Scope of Work.

(c) Equipment Warranties - City shall provide reasonable assistance to BRA in maintaining all existing System warranties, guarantees, easements, and licenses that have been granted to City.

2.5 BRA Equipment

BRA may, from time to time, use BRA-owned, leased, or rented equipment in the services of this Agreement. Such utilization shall be incorporated into the Annual Budget and paid for as an Actual Annual Expenditure.

2.6 Sale of Surplus Items

If BRA determines that any piece of City owned equipment within the System has reached the end of its useful life and it is no longer economically feasible to repair the item, the BRA will notify the Point of Contact. BRA will follow the City's recommendation for disposal.

2.7 Credit for Revenues

If applicable at the time of execution of this Agreement or in the future, BRA shall collect revenues, in accordance with rates approved by the City, from any activity in which assets of the System are used by BRA or entities other than the City. The City shall receive credit to the Operations and Maintenance Budget for revenues generated by BRA for operation, maintenance and use of the System. BRA must re-evaluate the rates charged for these activities and will prepare a recommendation for the City by April 15th of each year.

2.8 Services Provided by the Cities

The Cities shall:

- (a) Contract for and pay the invoices for electrical service to all facilities.
- (b) Contract for and pay the invoices for communication service to the lift stations.
- (c) Pay for the annual TCEQ Water Quality Assessment Fee (permit fee).
- (d) With input from the BRA, budget for all capital expenses.
- (e) Provide computers and technology equipment needed to operate the System.
- (f) Maintain the access roads to the lift stations.
- (g) Provide natural gas for System facilities as appropriate.

ARTICLE 3 REPAIR AND REPLACEMENT FUND

3.1 Repair and Replacement Fund

A Repair and Replacement Fund shall be established as part of the Annual Budget and shall be held in an interest bearing account. All expenditures out of the Repair and Replacement Fund shall be documented in Demand Work Orders.

3.2 Determination of Necessity to Repair

The BRA shall be responsible for determining the necessity of any Emergency Repairs. Upon making any determination that Emergency Repairs are required, the BRA shall promptly notify the Point of Contact for the City. BRA and City will agree on the appropriate course of action which may include BRA procuring, designing, constructing, acquiring, and/or installing any such improvements related to the Emergency Repair; provided, however, if BRA reasonably determines that circumstances require immediate action, BRA may initiate Emergency Repairs prior to obtaining the Cities' concurrence, but will confer with the City as soon as reasonably practicable. After the completion of the Emergency Repairs, the BRA shall provide a written report that specifies in reasonable detail the Emergency Repairs and the cause of the emergency.

3.3 Restoration of Fund

For each Fiscal Year, the BRA shall include, as a component of the Reconciliation Value, an amount sufficient to restore the Repair and Replacement Fund to the minimum balance as presented in the Annual Budget and agreed upon by the City. To establish the Repair and Replacement Fund for Fiscal Year 2015, BRA will bill the City monthly an amount equal to 1/12 of the total amount agreed upon for the Repair and Replacement Fund. At the end of each Fiscal Year, the Repair and Replacement Fund will be restored using any over recovery funds due to the City and if such funds are not sufficient to restore the entire Repair and Replacement Fund, BRA will invoice the City monthly for the remainder of the Fiscal Year to account for any difference.

ARTICLE 4 OWNERSHIP OF FACILITIES

4.1 Ownership of Improvements and Repairs

All Capital Improvements or Emergency Repairs shall become the property of the System,

recorded as an asset of the System, titled to the System, and insured by the City to the extent required herein.

ARTICLE 5 BUDGETS AND RECONCILIATION

5.1 Annual Budget Preparation

(a) On or before April 15th, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the City with an updated estimate of the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget), for the next Fiscal Year plus an estimate of the Reconciliation Value for the current Fiscal Year (see Exhibit C). The Operation and Maintenance Budget shall be calculated based upon the estimated amount of Wastewater to be delivered to the System for the next Fiscal Year. An Annual Budget will not be effective and final for the purposes of calculation and payment of the Monthly Budget Payments until approved by City, and such approval must occur no later than July 15th of each year.

(b) All increases in the Annual Budget over the previous year's budget must be explained by BRA to the satisfaction of the City. Any disagreements over such increases will be negotiated by the Parties in good faith. If City does not approve BRA's Annual Budget by July 15th and agreement by the Parties is not reached by the beginning of the next Fiscal Year, BRA will continue to provide the services set forth in this Agreement under the previous year's Annual Budget. Once the proposed Annual Budget is approved, BRA may bill the City for any increase in the monthly payments that were not paid from the beginning of the new Fiscal Year until such time as agreement by the Parties is reached.

5.2 Notice of Monthly Budget Payments Calculation

On or before August 1st, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the City with a schedule of the Monthly Budget Payments to be made by the City to the BRA for the next ensuing Fiscal Year, as illustrated in Exhibit D, attached hereto and incorporated by reference herein.

5.3 Monthly Budget Performance Reporting

By the 25th of each month, the BRA will provide a report to the City documenting actual expenses related to the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget) and detailed revenues through the preceding month in the form prescribed by the City.

5.4 Adjustments

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

5.6 Calculation of Reconciliation Value

The Reconciliation Value will be computed as soon as possible after the Fiscal Year end, but no later than 75 days after the Fiscal Year end in order to allow for the City to account for the Reconciliation Value in its Fiscal Year financial statements. The City may instruct BRA to hold the amount of the Reconciliation Value to offset future payments or refund the full amount of the Reconciliation Value to the Cities. In the event that the Reconciliation Value is negative, if Actual Expenditures exceed the Annual Budget, the BRA will invoice the City for the difference.

ARTICLE 6

FINANCIAL ISSUES

PRICES AND TERMS; PAYMENTS BY CONTRACTING PARTIES

6.1 Management Fee

In consideration for the services to be provided to the City as set forth in Article 2, the City agrees to pay a Management Fee to BRA. The Management Fee will be included in the Annual Budget and will equal 3.0% of Actual Annual Expenditures. The Management Fee shall not be applied to expenditures from the Repair and Replacement Fund.

6.2 Payments

It is acknowledged and agreed that payments to be made under this Agreement will be the primary source available to the BRA to provide for the Actual Annual Expenditures. Payments made by the City under this Agreement shall be made from current revenues available to the City.

6.3 Services

All services, work, and activity specified in Section 2.1 to be provided by BRA to the City in this Agreement will be provided in consideration of the payment of the Management Fee and the Operation and Maintenance Expenses. Any additional services requested by the City and provided by BRA will be subject to additional compensation to BRA in addition to the Management Fee and the Operation and Maintenance Expenses.

6.4 Billing and Payment

By the 15th of each month, the BRA will send an invoice to the City for the Monthly Budget Payments for the subsequent month and any previously unbilled Additional Services. BRA must receive full payment for the invoice from the Cities on or before the 15th day of the month following the invoice date (no later than 30 days) to prevent Interest on Past Due Payment. All amounts due and owing the BRA by the City, if not paid when due, shall bear interest at a rate equal to the sum of (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If the City should remain delinquent in any payments due hereunder for a period of 60 days, BRA shall give notice to the City of the delinquency after the expiration of the 60 days and allow the City the opportunity to cure the delinquency. Such delinquency shall be considered an "Event of Default" and must be cured within thirty (30) days from the date of said notice and if not cured within that time period BRA shall have the ability to terminate this Agreement without further liability or obligation.

6.5 Audit

The City has the right, subject to a three (3) business day notice and during normal business hours to inspect or audit the BRA's books and records applicable to this Agreement for any Fiscal Year to determine whether the BRA has complied with the terms of this Agreement.

ARTICLE 7. INSURANCE, INDEMNITY, AND LIABILITY

7.1 Provision for Insurance

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

Type of Coverage	Required Limit
Workers' Compensation Insurance as prescribed by law	Statutory limit
Employer's Liability	\$500,000 per occurrence
Bodily Injury/Death (non-vehicular)	\$500,000 per occurrence/\$1,000,000 aggregate
Property Damage (non-vehicular)	\$500,000
Automobile Bodily Injury/Death	\$500,000 per person/\$1,000,000 per occurrence
Automobile Property Damage	\$500,000 per occurrence
Environmental Impairment	\$2,000,000 per occurrence/\$10,000,000 aggregate
Owner's Protective Liability	\$1,000,000 each combined single limit
Excess Umbrella Liability	\$5,000,000 each occurrence

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

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

Type of Coverage	Required Limit
General Liability	\$1,000,000
Property Coverage (includes real and personal property)	\$18,311,300

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

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

7.2 GENERAL LIABILITY.

BRA HEREBY AGREES TO AND SHALL TO THE EXTENT ALLOWED BY LAW HOLD CITY HARMLESS, WITHOUT ANY DOLLAR LIMIT, FROM ANY LIABILITY OR

DAMAGES FOR PROPERTY DAMAGE OR BODILY INJURY, INCLUDING DEATH, WHICH MAY ARISE FROM BRA'S OPERATIONS UNDER THIS AGREEMENT, TO THE PROPORTION THAT SUCH PROPERTY DAMAGE OR BODILY INJURY WAS CAUSED BY BRA, ITS AGENTS, OR SUBCONTRACTORS. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITY FOR THE PORTION OF ANY SUCH PROPERTY DAMAGE OR BODILY INJURY CAUSED BY THE CITY'S OWN NEGLIGENCE.

7.3 PERMIT VIOLATIONS.

(a) BRA SHALL BE LIABLE, WITHOUT ANY DOLLAR LIMIT, FOR THOSE FINES OR PENALTIES WHICH MAY BE IMPOSED BY A REGULATORY AGENCY OR COURT FOR VIOLATIONS OF ANY PERMIT REQUIREMENTS, TO THE EXTENT SUCH FINES OR PENALTIES ARE A DIRECT RESULT OF BRA'S MALFEASANCE OR NEGLIGENCE; PROVIDED, HOWEVER, UNDER NO CIRCUMSTANCES SHALL BRA BE LIABLE OR RESPONSIBLE FOR FINES OR PENALTIES RESULTING FROM INFLUENT WHICH (i) EXCEEDS THE INFLUENT LIMITS THE SYSTEM IS DESIGNED TO ACCOMMODATE; AND/OR (ii) CONTAINS BIOLOGICALLY TOXIC SUBSTANCES THAT RESULT IN A FAILURE TO MEET PERMIT EFFLUENT LIMITS. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITY FOR THE PORTION OF ANY SUCH FINE OR PENALTY CAUSED BY THE CITY'S OWN NEGLIGENCE. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITY FOR FINES OR PENALTIES WHICH MAY RESULT FROM THE OPERATION BY THE CITY OF THE SYSTEM PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN A PREVIOUS AGREEMENT.

(b) BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITY FOR PERMIT VIOLATIONS UNDER SECTION 7.3(a) TO THE EXTENT SUCH VIOLATIONS ARE BECAUSE THE INFLUENT CONTAINED BIOLOGICALLY TOXIC SUBSTANCES THAT RESULTED IN THE FAILURE OF THE SYSTEM TO MEET ITS PERMIT LIMITS. SHOULD THE PRESENCE OF BIOLOGICALLY TOXIC SUBSTANCES IN THE SYSTEM'S INFLUENT RESULT IN A FAILURE TO MEET PERMIT LIMITS, BRA SHALL HAVE A THIRTY (30) DAY RECOVERY PERIOD FROM THE DATE THE INFLUENT IS FREE FROM BIOLOGICALLY TOXIC SUBSTANCES BEFORE IT SHALL HAVE TO INDEMNIFY FOR PERMIT VIOLATIONS UNDER SECTION 7.3(a); PROVIDED, HOWEVER, IN THE EVENT RECOVERY CANNOT BE REASONABLY ACCOMPLISHED WITHIN THIRTY (30) DAYS, BRA SHALL HAVE SUCH ADDITIONAL TIME AS MAY BE NECESSARY TO RECOVER. NOTHING CONTAINED HEREIN, HOWEVER, SHALL RELIEVE OR EXCEPT BRA FROM INDEMNIFYING THE CITIES TO THE EXTENT, IF ANY, THAT THE FAILURE TO MEET PERMIT LIMITS WAS CAUSED BY BRA'S NEGLIGENCE IN OPERATING OR MAINTAINING THE SYSTEM.

7.4 Performance Bond

A performance bond in an amount equal to each year's Annual Budget under this Agreement must be provided to the City. BRA may provide a separate performance bond each year in an amount equal to the compensation specified in this Agreement, or may elect to provide a single performance bond in an amount equal to the compensation for years 1-5 of Agreement term.

7.5 Notice of Claim

If any action or claim is brought against a Party to this Agreement based upon an alleged act or omission in connection with the provision of the services contemplated by this Agreement, the Party receiving notice shall immediately notify the other Parties of such action, enclosing a copy of all papers served.

7.6 Continuation of Responsibility

The responsibilities of the Parties under this Agreement shall survive termination of this Agreement to the extent such liabilities are attributable to actions or omissions before such termination.

ARTICLE 8 OPERATION AND REPORTING REQUIREMENTS

8.1 Reports

BRA shall prepare and submit all TPDES and TCEQ permit reports on a timely basis.

8.2 Periodic Reports – Monthly Operations

BRA shall provide the Cities with monthly operations reports by the 25th day of each month throughout the Term of this Agreement. The monthly operations reports shall include the following operating data:

- (1) Copies of all correspondence filed with or received from all governmental bodies;
- (2) a summary of quantities and types of chemicals and other agents used in the treatment of influent and residuals;
- (3) a summary of plant process efficiencies;
- (4) a summary of staffing levels, job positions, and workforce turnover;
- (5) a statement of any complaints received by BRA in relation to the operation of the System and how each complaint was addressed by BRA;
- (6) a description of the maintenance activities performed by BRA during the prior month and anticipated during the current month;
- (7) a list of machinery and equipment which was out of service during the prior month, and a timetable for repair and replacement;
- (8) any adverse conditions which may reasonably be expected to arise during the current month that may affect the ability of BRA to receive and treat influent, treat and dispose of residuals, discharge effluent or distribute effluent for beneficial re-use;

- (9) the results of any regulatory or insurance inspections conducted during the prior month and all activities performed to comply with such inspections;
- (10) the results of any regulatory monitoring that was available during the prior month.
- (11) a statement of any issues or violations related to regulatory compliance;
- (12) a list and description of any accidents which occurred at or in the System during the prior month;
- (13) a summary of the quantities of residuals disposed of through the System;
- (14) a monthly discharge monitoring report;
- (15) description of the repairs and Capital Improvements performed by BRA during the prior month and anticipated during the current month;
- (16) a summary of electricity usage for the previous month with historical comparisons for the previous two years and an explanation of any increase in kwh per mg treated greater than 3%;
- (17) a description of any un-funded Capital Improvements recommended by BRA.

8.3 Annual Operations and Maintenance Reports

BRA shall furnish the City, within 60 days after the end of each Fiscal Year, an annual summary of the information contained in the monthly operations reports.

8.4 Operation of the System

The BRA shall operate and maintain the System in accordance with the Permits and consistent with all Regulatory Requirements and Reasonable Standards, which are applicable to the System.

8.5 Reports Affecting Operation of System

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

8.6 Access by City Personnel

BRA shall provide 24 hour-per-day access to the System for City's personnel. Visits may be made at any time by any City employee(s) designated by the Point of Contact; provided however

such City personnel shall provide BRA no less than one hour's notice prior to making any visit after normal operating hours, on weekends, or on holidays, except in the case of emergencies. Keys for all System components shall be provided to City by BRA. All visitors to the System shall comply with BRA's operating and safety procedures. All City employees are strongly encouraged to notify BRA staff before entering the System.

8.7 Third Party Access

Except as provided herein, BRA shall prohibit access to the System to all unauthorized personnel and third parties. Upon notice by the City, BRA shall allow supervised access to the System to City designated third parties. Such third parties shall comply with BRA's reasonable operating and safety procedures and rules, and shall not interfere with the operations of the System.

8.8 Report on Necessary Capital Improvements

Not later than February 15th of each year of this Agreement, BRA shall provide City with a list of recommended Capital Improvements BRA believes are necessary for the operation and maintenance of the System. BRA's report shall: (1) describe any proposed Capital Improvements; (2) explain why such improvements are needed; (3) list the estimated cost of each improvement; (4) discuss any projected increase or decrease in operation or maintenance costs resulting from the improvement; and (5) indicate the proposed date of acquisition for each improvement.

8.9 Prohibitions

In addition to any other provision set forth herein and the limitations set forth under any applicable law, BRA shall not (1) change the nature of the business of the System as currently conducted; (2) enter into any contract, commitment or transaction on behalf of the City unless expressly authorized by the City, and if so authorized by the City, the term of any such contract may not extend beyond the termination date of this Agreement; (3) utilize the System for any purpose other than the continued operation of the System; or (4) distribute, dispose of (except as authorized in writing by the City), transfer, convey, pledge, mortgage or encumber any of the assets of the System.

8.10 System Condition Confirmation

BRA acknowledges that: (1) BRA's agents and representatives have visited, inspected, observed and are familiar with the System, its design, and physical condition relevant to the obligations of BRA pursuant to this Agreement, including structural and operating conditions, roads, utilities, and topographical conditions; (2) BRA is familiar with current local conditions which may be material to BRA's performance of its obligations under this Agreement (including transportation; seasons, climate and ambient air; access, availability, handling, storage and disposal of materials, supplies and equipment; and availability and quality of labor and utilities); and (3) BRA has received and reviewed the background documents provided by the Cities. Based on the foregoing, and to the extent the information provided and/or made available to the BRA is accurate and complete, and to the extent there are no latent conditions or issues that could compromise the System, BRA acknowledges that the System can be managed, operated, maintained, repaired and replaced, so as to comply with the terms and conditions of this Agreement. Notwithstanding the foregoing, BRA makes no representation or acknowledgements in regard to any pre-existing environmental conditions that may affect the System.

8.11 Security

BRA shall take reasonable steps to provide security for and protect the System, including maintaining suitable fences, gates and locks at and in the System; however, BRA shall not be responsible for any damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties. BRA shall report breach in security and threats of such breaches to the Point of Contact and the City's Police Department immediately upon discovery. BRA will conduct an annual review of the System's security with the City to identify areas of risk and measures for improving security. BRA may change the locks and security codes on any or all of the maintenance facilities and equipment, provided a duplicate key and/or security codes for all changed locks shall be provided to the City. All keys and security codes shall be identified by tag or location. BRA will provide information, as requested, to the Department of Homeland Security or other designated agencies.

8.12 Record Documents and Mapping

BRA shall maintain and make available to the City upon request for review and copying all design, drawings, blueprints, plans, specifications and "as-built" or record drawings and documents relating to any Capital Improvements performed by BRA. BRA shall (1) keep current all such system records to show any changes to the System (including new valves, pipes, pumps, meters and other assets) made by BRA in performance of this Agreement and (2) provide advice and assistance to the City, based on such records, in establishing and maintaining any City geographic mapping and information systems.

8.13 Curtailments and Shutdowns

If the operation of the System is temporarily reduced, curtailed or shut down so that BRA is unable to collect, receive, or treat influent or residuals or discharge effluent, in accordance herewith, BRA shall immediately advise the City as to the nature and probable duration of such reduction, curtailment or shutdown and the expected effect on the operation of the System, and take all steps necessary to remedy the reduction, curtailment or shutdown and to resume full performance hereunder as soon as possible.

8.14 Reclaimed Water Facility

BRA shall provide operations, maintenance, sampling, laboratory analysis, record keeping and reporting for any current and future Reclaimed Water Facilities (RWF) located at Doshier in accordance with all applicable Permits, Reasonable Standards, and Regulatory Requirements. Within the design capacity and capability of the facilities comprising the RWF, BRA shall manage, operate, and maintain the facilities so that the reclaimed water discharged from the RWF meets the requirements specified in the applicable Permits.

8.15 Independent Contractor

The BRA shall be responsible for the operation and maintenance of the System and will be an independent contractor in fulfilling all of the obligations under this Agreement and shall not sub-contract out the Operations and Maintenance responsibility for the System.

8.16 Regulatory Action

The Parties recognize that the obligations of the BRA to render services as provided in this Agreement are subject to Regulatory Requirements, and the Parties agree to cooperate to make

such applications and to take such action as may be necessary or desirable to obtain compliance therewith.

8.17 Nuisance Abatement

BRA shall operate the System such that odor, noise, and other negative effects shall be reasonably managed, and to the extent possible, prevent such effects from disrupting adjacent neighborhoods or property owners.

8.18 Disposal of Solid Waste

BRA shall provide for the disposal of screenings, grit, and sludge to the existing disposal sites. Any change in the disposal site or fees charged by the State of Texas or any other federal, state, or local entity which decreases or increases the cost of disposal shall constitute a change in the Scope of Work, and the Parties shall commensurately decrease or increase the Annual Budget by an equal amount.

8.19 Hours of Operation

BRA shall operate and maintain the System over a 24 hour-per-day, 7 day per-week period, under full service contract operations and maintenance. BRA may elect to provide operations and maintenance at certain times using on-call personnel, but BRA shall staff the System not less than 10 hours per day, Monday through Friday, and 8 hours per day on Saturday and Sunday unless the City gives its prior written consent for fewer hours of manned operation. BRA shall continuously advise City of call out phone numbers for emergencies.

8.20 Employment Practices

BRA shall provide a sufficient number of certified, qualified personnel, including as required, management, administrative, engineering services, operational, technical, laboratory and clerical, who meet relevant Federal or State requirements and certifications regarding wastewater and lift station operations and maintenance, and who are capable and demonstrate the experience necessary to operate and maintain the System.

(a) **Training** - BRA shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, use of laboratory, energy management, etc. A proper safety program must be implemented by BRA, and all portions of that program shall be adhered to by BRA.

(b) **Affirmative Action** - BRA shall comply with its own policies which prohibit discrimination in its employment practices on the basis of race, sex, color, religion, national origin, handicap status, or any other impermissible factor.

(c) **Communications and Meetings** - On or before the commencement date of this Agreement, BRA shall inform the City of all business telephone, fax numbers, email addresses, cell phone numbers and other means by which BRA's employees may be contacted. BRA shall meet with the City as often as requested by the City to review the contents of the operations reports required to be prepared pursuant to Section 8.2 or discuss any other matter related to the operation, management, and maintenance of the System. BRA's personnel shall attend all City meetings which the City may reasonably request from time to time, to review management,

operational, performance and planning matters arising with respect to the System and this Agreement.

ARTICLE 9

REGULATION OF QUALITY OF INCOMING WASTEWATER

9.1 Incoming Wastewater Quality

In order to permit the BRA to properly treat and dispose of wastewater in compliance with all Regulatory Requirements, to protect the public health, to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public water and watercourses, and to protect the properties of the System, the City and the BRA agree that the quality of all wastewater discharged must be regulated. The City hereby agrees that the quality of the wastewater to be discharged by the City shall comply with the parameters established by the BRA as set forth in Exhibit E, "Inadmissible Waste," attached hereto and incorporated by reference herein, and the Permits issued to the City. In that regard, the City specifically agrees that the Wastewater that they shall discharge to the System for treatment, pursuant to this Agreement, shall be in accordance with the parameters set forth in the pretreatment requirements in the Permits.

9.2 Testing of Wastewater

The BRA shall analyze samples of the Wastewater delivered hereunder at such frequencies and in accordance with sampling and analytical procedures as required from time to time by the BRA. The BRA shall be entitled to collect samples of Wastewater in the System, at any Point of Entry, and at points within the System and cause the same to be analyzed by various applicable quantitative and qualitative methods to determine if such Wastewater is within the established parameters. The City may, at its option, also take and analyze similar, but not necessarily the same, samples of their Wastewater. Other samples and measurements may be analyzed as required by the Permits or other Regulatory Requirements. If analysis discloses that the City's Wastewater is not within the allowable parameters, it shall be the City's obligation to immediately cease discharging such Wastewater.

ARTICLE 10

TERM, TERMINATION AND DEFAULT

10.1 Term

The original term of this Agreement is for five (5) years commencing on October 1, 2014 and ending on September 30, 2019. Upon the mutual agreement of the Parties, this Agreement may be extended for two additional 5 year terms.

10.2 Termination

(a) This Agreement may be terminated as follows:

(i) By the BRA or the City upon ninety (90) days written notice in the event of the following:

(1) any Federal, State or local agency should fail to issue any of the Permits or if any of the Permits should be revoked, modified or amended and as a result of such revocation, modification, or amendment it becomes impossible or illegal for the BRA to perform its obligations under this Agreement;

(2) any order or ruling should be enacted, promulgated or issued by any governmental agency having jurisdiction over the subject matter of this Agreement and the effect of such change, order or ruling makes it impossible or illegal for the BRA to perform its obligations under this Agreement; or

(3) some other event occurs which makes the continued operation of the System impossible.

(ii) By the BRA for any reason, upon providing not less than one hundred eighty (180) days written notice to the City or by the City for any reason, upon providing not less than one hundred eighty (180) days written notice to the BRA.

(b) The Parties agree to notify each other immediately upon receipt of notice of any action proposed by a Federal, State, or local agency to revoke, modify, or amend any of the Permits or any action by any governmental agency having jurisdiction over the subject matter of this Agreement proposing a change, order, or ruling which would make impossible or illegal for the BRA to perform its obligations under this Agreement.

(c) Upon termination of this Agreement, all obligations of all of the Parties under this Agreement shall terminate and be of no further force and effect, except to the extent that it is specifically stated herein that any such obligations shall survive termination.

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

10.3 Default

(a) Except as set forth in Section 6.4, "Event of Default" by any Party occurs if such Party shall breach a material covenant, obligation, representation or warranty of such Party under this Agreement.

(b) In event of an Event of Default under this Section 10.3 by City, the City shall have ninety (90) days from the date notice of an Event of Default is delivered to the City to cure such default; provided, however, the Event of Default may be cured in more than ninety (90) days, so long as the City has commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

(c) In the event of an Event of Default under this Section 10.3 by BRA, the BRA shall have ninety (90) days from the date notice of an Event of Default is delivered to BRA to cure such default; provided, however, the Event of Default may be cured in more than ninety (90) days, so

long as BRA shall have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Remedies Upon Default

In the event of a dispute with respect to this Agreement, or if one Party believes that the other Party is in default of any of the provisions in this Agreement, and such default has not been cured within the time periods prescribed by this Agreement, prior to instituting litigation, the Parties agree to first attempt to resolve such matter through direct discussions in the spirit of mutual cooperation, and may engage in mediation or other alternative dispute resolution methods as mutually agreed between the Parties. If neither a negotiated nor mediated resolution is obtained, the Parties may pursue any available legal or equitable remedy, including specific performance and mandamus. No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. The Parties expressly agree that this Agreement constitutes a contract for goods and services in accordance with Chapter 271, Subchapter I of the Texas Local Government Code in that BRA shall be providing wastewater treatment and disposal services to the City and that the provisions thereof apply to and govern claims regarding this Agreement, with the exception that attorney's fees are expressly excluded and shall not be awarded to any Party under any circumstances.

11.2 Force Majeure

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

11.3 Waiver.

No waiver of any breach or default (or any breaches or defaults) by any Party hereto of any terms, covenants, conditions, or liability hereunder, or of performance by the other party of any

duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

11.4 Addresses and Notices

All notices which the BRA or the City may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery or by depositing the same with the U.S. Postal Service, first-class or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. All notices shall be deemed received within five (5) business days of deposit in the mail. The addresses stated shall be effective for all notices to the respective Parties until written notice of a change of address is given pursuant to the provisions hereof:

BRA:

Brazos River Authority
4600 Cobbs Drive
P.O. Box 7555 Waco, Texas 76714-7555

CITY:

(for Notices)

Temple:

City of Temple
2 N. Main St., Suite 306
Temple, Texas 76501
Attn: City Manager

CC: City Attorney
2 N. Main St., Suite 308
Temple, Texas 76501

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least 15 days written notice to the other Parties.

11.5 Modification

This Agreement shall not be amended except in writing and executed by all Parties.

11.6 Assignability of this Agreement

This Agreement, and all rights, duties and obligations hereunder, shall not be assignable by either Party without the prior written consent of the other Party.

11.7 Parties in Interest

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

11.8 Severability

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

11.9 Representations and Warranties

Each party hereto represents and warrants to the other that (1) such party is validly existing and operating under the laws of the State of its creation or incorporation, as applicable, and the laws of the State; (2) such party has full requisite power and authority to perform its obligations under this Agreement; (3) the execution, delivery, and performance of this Agreement has been authorized by all necessary action of the governing body, or board of directors, as applicable, of such Party; (4) this Agreement is a valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or other law affecting creditors' rights generally and by general equitable principles; and (5) the execution, delivery, and performance of this Agreement by such party does not, and will not (A) violate the statute, character or other instrument pursuant to which such party was created; (B) violate the Constitution of the State, or any other law, rule, or regulation by which such party is bound; (C) violate any judgment, writ, order, injunction, award, or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon such party; or (D) result in a material breach, violation, or default under any indenture, covenant, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which such Party is a party.

11.10 Merger

This Agreement, together with the exhibits attached hereto and incorporated by reference herein, constitutes the entire Agreement between the Parties relative to the subject matter hereof.

11.11 Future Agreement

The inclusion of terms and conditions in this Agreement shall not be interpreted as agreement among the Parties to include the same or similar terms and conditions in future agreements among the Parties pertaining to the same subject matter.

11.12 Governing Law and Venue

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

11.13 Counterparts

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


11.14 Good Faith Dealings

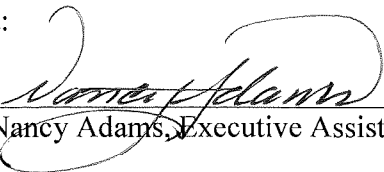
The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its purposes and objectives. Each Party agrees that it will not initiate a dispute against another Party unless the Party raising the dispute in good faith believes its position is legitimate. The Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information, and data pertaining to any such dispute.

11.14 List of Exhibits

- (a) Exhibit A – Scope of Work
- (b) Exhibit B – Details of the Treatment System and Collection System
- (c) Exhibit C – Annual Budget (Section 5.1)
- (d) Exhibit D – Example Schedule of Monthly Budget Payments (Section 5.2)
- (e) Exhibit E – Inadmissible Waste (Section 9.1)

BRAZOS RIVER AUTHORITY

By: 
Phil Ford, General Manager/CEO

Attest:
By: 
Nancy Adams, Executive Assistant

CITY OF TEMPLE, TEXAS

By: Jonathan Galian
City Manager

Attest:

By: Jerry Boyles
City Secretary



Approved as to form:

By: Tindi Dill
City Attorney

Exhibit A
Scope of Work for Wastewater Operations For Doshier Farm

BRA will provide the following Services:

1. Personnel Staffing

- a. Provide qualified personnel to operate and maintain the System pursuant to this Agreement. The BRA will staff the System to meet the requirements specified in the Permits and budgeted level of service.
- b. Identify BRA employees and vehicles with badges and/or appropriate decals.
- c. Manage any BRA personnel issues of BRA personnel operating and maintaining the System such as hiring, worker's compensation, termination, performance counseling, safety, and training.
- d. Provide a semi-annual report of actual direct labor hours and charges in the format presented in the budget.
- e. Provide a semi-annual report listing all staff assigned to the contract. Listing should include name, title, licensing level, and responsibilities.
- f. Advise the City within 2 business days of any change in staff or staffing levels.

2. Communications

- a. Respond to inquiries, complaints, and concerns in a professional, courteous, and timely manner. Use best efforts to promote good relations with the City's customers, stakeholders, regulators, and residents. Report any complaints to the City within 24 hours of receiving the complaint.
- b. Monitor and track all complaints and inquiries received from the public, if any. Notify the appropriate City of any complaint and corrective action. Report any governmental inquiries within 24 hours. Report any unscheduled regulatory inspections upon notification of inspection.
- c. Respond to any routine inquiries or reporting requirements of any governmental authority or their consultants in a prompt and professional manner.
- d. Communicate in a proactive, prompt, and professional manner to affected parties, media, stakeholders, and regulators regarding operations and maintenance matters that will affect the public. Prior to communication with media regarding operation, maintenance, or management of the operated facilities, contact the Point of Contact for the City to discuss response to inquiry.
- e. Meet with engineering firms and other vendors at the City's request.
- f. Where feasible, give the City read-only access to electronic information related to the TBP.

3. Coordination of Services and Operations

- a. Coordinate operations and maintenance of the System with neighboring entities or corporations as necessary or as requested by the Point of Contact.

- internal and vendor inspection reports;
- documentation of inflow and infiltration studies of the System and actions, as delivered to BRA by the City; and
- flow data collected from metering equipment located at Points of Entry.

6. Budget and Accounting

- a. Make recommendations and prepare the Annual Budget in a timely manner. Provide the City a copy of the documents and backup documentation if requested. Coordinate all budget meetings.
- b. Monitor, track, and regularly report the expenses related to the Annual Budget. Provide monthly budget reports to the City.
- c. Submit accurate and timely billings to the City in accordance with this Agreement.
- d. Promptly pay all vendors and third party contractors. All penalties and interest due on late payments shall be BRA's responsibility and shall not be charged to the City, unless such penalties and interest due are based upon the direction of the City.
- e. Accurately reflect all City payments prior to any Reconciliation Value calculations.
- f. File and monitor any insurance claims in a timely manner.
- g. Inventory and maintain a listing of System equipment and vehicles, and the value of all such assets that are acquired after the execution of this Agreement.
- h. Use generally accepted accounting and internal control standards in performing all financial transactions.
- i. BRA will not mark up the cost of any parts, labor, supplies or outside services used in operating or maintaining the System.
- j. Perform an annual review of the prices charged for supplemental revenues, such as septic and compost and provide a recommendation to the City.

7. System Monitoring and Emergency Response

- a. Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of an emergency. The telephone number for such service shall be displayed at all gated facilities.
- b. Emergency services shall include services required as a result of a hazardous condition, or problem that would cause an unauthorized discharge or damage to personal property, a Permit violation, endanger the public's health and safety, a serious degradation of water quality at one or more customer locations or a condition which, in the opinion of BRA or City's representative, poses an immediate threat to develop into one of the emergencies listed above. In the event of an emergency, the BRA shall have the authority to act without special instruction or authorization from the City in order to prevent or minimize damage, injury or loss resulting from such emergency.
- c. Maintain all current and future alarm systems to monitor equipment operations, capacities, and electrical power at System lift stations and other critical equipment.
- d. Monitor and respond to any automated alarm system installed in the System.

- e. Manage federal Risk Management Program (40 CFR 68); provide compliance oversight for applicable Environmental, Health and Safety, Security and Emergency Management regulatory requirements. Identify non-compliances, provide recommendations, and implement corrective actions as appropriate. Notify the Point of Contact of respective program activities according to contract provisions.
- f. Coordinate, manage and report overflow response and remediation for the System.
- g. Advise the City of recommended Capital Improvements when necessary and as part of the Annual Budget preparation.
- h. Advise the City of Emergency Repairs in a timely manner.
- i. Monitor flows and respond to odor complaints in the System. Monitor permitted water quality characteristics in the System. Advise the City of anomalies, trends, and results of improvements.
- j. Provide all documented notices of Permit exceedances or violations to the TCEQ in accordance with the provisions of the Permits and copy the City on such notifications.
- k. Provide all responses to TCEQ inspections in consultation with the City. Implement any corrective actions requested by TCEQ and approved by the City.
- l. Respond to all overflows and System failures in a timely, organized, and efficient manner to minimize or eliminate environmental, public health and safety, and financial impacts.
- m. Provide access control of personnel and visitors at the treatment plants.

8. Operation of Wastewater System

- a. Provide personnel, materials, vehicles, equipment, and hand tools necessary for the routine operation of the System.
- b. Provide licensed operators (at license levels required by TCEQ) to operate the System and to perform all inspections, tests, sampling and laboratory analyses of such System in compliance with Regulatory Requirements, the Permits, or by this Agreement.
- c. Exercise and repair System valves, equipment, vehicles, and off-line equipment as necessary to maintain reliable performance.
- d. Optimize the use of chemicals and electricity for the System.
- e. Manage all contracted services related to the System daily operations such as chemical delivery, sludge disposal, and liquid waste acceptance.
- f. Assist with capital improvement projects, as an Additional Service as requested by the Point of Contact and agreed to by BRA.
- g. Make periodic general observations of System equipment, and provide recommendations for Capital Improvements in a timely manner and as part of the Annual Budget preparation.
- h. Re-certify all Reduced Pressure Zones (RPZ's) on the frequency required by the manufacturer and TCEQ.
- i. Provide diesel for all generators. Maintain all generators per manufacturer's specifications.
- j. Whenever possible and economically feasible, utilize local vendors for supplying goods and services to the System.

- k. Analyze electrical usage on a monthly basis to determine if electrical usage deviates from historical trends.
- l. Inspect all coatings annually and provide recommendations on coating repairs and replacements.

9. Maintenance and Repair of System

- a. Prepare a written assessment of the operational and safety aspects of each phase of the additional facilities, including recommended repairs, rebuilds and replacements, for the City as soon as possible after the transition.
- b. Maintain a scheduled maintenance program including an updated maintenance checklist, schedule of maintenance, and replacement program based on equipment manufacturers' recommendations and staff experience.
- c. Perform all preventive maintenance, including, but not limited to, routine cleaning, lubrication and adjustment of equipment, cleaning or replacement of filters and belt adjustments required pursuant to the scheduled maintenance program established in accordance with the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance and replacements provided. As directed by the City, the BRA will be responsible for maintaining all manufacturers' warranties on System equipment and vehicles purchased for the System after the Effective Date of this Agreement.
- d. Perform equipment repairs and replacement, including emergency repairs, as needed to keep the System operational and in compliance and to prolong the useful life of the City's assets. These activities will be recorded as Demand repairs and charged to the Repair and Replacement Fund. All non-emergency demand repairs that are expected to exceed \$2,000 will be submitted to the Point of Contact for approval before work proceeds.
- e. BRA will warranty the workmanship on all in-house repairs for one year.
- f. Monitor, track, and report the amount of routine and preventive maintenance compared to reactive (Demand) maintenance.
- g. Inspect, clean and maintain appearance of System, including mowing and trimming of ground cover, in accordance with industry standards.
- h. Use generally accepted business practices to procure materials and replacement equipment.
- i. Be responsible for maintaining all City owned computers at the System.
- j. Will initiate work orders in the time frame assigned to each priority class.

10. Reporting

- a. Complete and certify any documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all routine operational and/or regulatory reports required by the Permits and in compliance with Regulatory Requirements.
- b. Prepare monthly reports in a format and method acceptable to the City showing:
 - gallons treated for the month and cumulatively for the year;

- variance report for the budget and actual expenses;
- percentage of preventive maintenance activities compared to preventive and reactive maintenance;
- kWh per million gallons treated;
- chemical dosage per million gallons treated per chemical;
- wastewater inflow parameters versus treated discharge parameters in relation to permit requirements; and
- operational issues and associated corrective actions for problems with wastewater quality, major equipment, overflows, inflow and infiltration, safety, etc.

11. Safety

- a.** Provide worker safety training at a frequency and level of detail needed to maintain a safe workplace and meet all applicable worker safety regulations.

Exhibit B
Doshier Farm Wastewater Treatment Plant and Collection System

The Doshier Farm Wastewater Treatment Plant (Doshier Farm) is located at 2515 East Avenue H in Temple, Texas and is solely owned by the City of Temple. Doshier Farm is an activated sludge treatment facility with a capacity currently rated at 7.5 million gallon per day (MGD). Approximately 30% of the wastewater collected by Temple (primarily from north and east Temple) is treated at this facility. The plant utilizes a belt press operation for the facility's sludge and dewatered sludge is hauled by trailer to the Temple Landfill.

Treated water is currently discharged to a receiving stream; however, construction is underway to route a large portion of the finished reclaimed water to a power plant being constructed on the east side of Temple. The reclaimed water generated by Doshier will be treated to TCEQ Type I and Type II reuse standards.

City of Temple Lift Stations

The City of Temple wastewater collection system currently includes thirty-one (31) lift stations of various size and pump configurations, ranging from 50 GPM to 5000 GPM located throughout the City. These lift stations pump wastewater to the TBP and Doshier facilities. Numerous lift stations have generator capabilities and/or portable generator connections.

**Brazos River Authority
 OMM Agreement Doshier Farm
 Exhibit C
 FY 2015 Proposed Budget
 Doshier Farm (includes Doshier Plant, Doshier RWF and Temple Lift Stations)**

Expenses - Doshier Farm

Salaries	193,658
Benefits	88,996
Materials & Supplies	53,455
Routine Repairs & Maintenance	29,719
Equipment Rental	34,900
Utilities (excluding electricity)	9,175
Sludge Disposal	30,340
Travel	300
Outside Services	47,577
Employee Development	3,228
Regulatory	100
Direct Labor	84,780
General & Administrative	33,000
Capital Outlay (City will budget)	n/a
Management Fee (3%)	18,277
Total	\$ 627,505

Expenses - Temple Lift Stations

Salaries	32,000
Benefits	14,627
Materials & Supplies	7,400
Routine Repairs & Maintenance	8,000
Equipment Rental	7,000
Utilities (excluding electricity)	25,125
Outside Services	1,500
Employee Development	900
Direct Labor	57,381
General & Administrative	9,200
Capital Outlay (City will budget)	n/a
Management Fee (3%)	4,894
Total	\$ 168,027

Expenses - Doshier Farm Re-Use

In the initial year - BRA will report actual expenditures on a monthly basis. In subsequent years, BRA will propose an annual budget based on actual experience.

\$ -

Expenses - Doshier Farm R&R Fund

Recommended Funding Level \$ 100,000

**Brazos River Authority
Doshier Farm OMM
Exhibit D
FY 2015 Calculation of FY 15 Monthly Payments
Doshier Farm (includes Doshier Plant, Doshier RWF and Temple Lift
Stations)**

FY 2015 Budget

Doshier Farm Plant	627,505.00
Doshier Farm RWF	-
Temple Lift Stations	168,027.00
Doshier Farm R&R	100,000.00
Total Annual Budget	<u>895,532.00</u>
	<u>/ 12 months</u>
FY 2015 Monthly Payment Amount	\$ 74,627.67

Exhibit E
Inadmissible Wastes

In accordance with the provisions of Article 9 of the Management and Administration Agreement between the Cities of Temple and Belton and the Brazos River Authority, the Cities agree to comply with 40 CFR 403.5, "National pretreatment standards: Prohibited discharges". Additionally, the Cities agree not to discharge, or allow to be discharged, to the Temple Belton Wastewater Treatment Plant or the Doshier Farm Wastewater Treatment Plant any pollutant which causes pass-through or interference with the operation of the facilities, or causes a violation of either facilities' Federal or State discharge permit.

**MANAGEMENT AND ADMINISTRATION AGREEMENT
BETWEEN BRAZOS RIVER AUTHORITY, CITY OF TEMPLE AND CITY OF
BELTON – INDUSTRIAL PRETREATMENT PROGRAM**

THIS MANAGEMENT AND ADMINISTRATION AGREEMENT ("Agreement"), dated and entered into to be effective as of the 1st day of October, 2014 (the "Effective Date"), by and between the Brazos River Authority ("BRA"), the City of Temple ("Temple"), and the City of Belton ("Belton"), is hereby executed in contemplation of the mutual consideration, covenants, obligations, and benefits provided in this Agreement. BRA and the Cities are authorized to make this Agreement under the provisions of Chapters 30 and 49, Texas Water Code; Section 791.026, Texas Government Code; and other applicable provisions of state law. Accordingly, the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

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

"Actual Annual Expenditures" means all recorded financial transactions for Management and Administration Expenses, Management Fee, or other costs related to the Annual Budget during any Fiscal Year.

"Additional Service(s)" means activities performed by the BRA which are not specifically defined in the Scope of Work of this Agreement and which are performed for the Cities at an additional cost, agreed to by the Parties.

"Agreement" means this Agreement, together with all exhibits attached hereto and incorporated by reference herein.

"Annual Budget" means the combination of the Management and Administration Budget and Management Fee.

"BRA" means the Brazos River Authority.

"City" or "Cities" means the Cities of Temple and Belton.

"Doshier" means the Doshier Farm Wastewater Treatment Plant.

"Event of Default" has the meaning set forth in Sections 4.4 and 7.3.

"Fiscal Year" means the 12-month period beginning on October 1 of each year and ending on September 30 of the following year.

“Industrial Pretreatment Program” or “IPP” means the TCEQ program, as it now exists or may later exist and as administered by the Cities, which includes, but is not limited to, the requirement that certain commercial and industrial facilities treat their wastewater to remove harmful pollutants before the wastewater is discharged into the publicly owned treatment works. The Parties recognize that the Cities can, and will likely, add and remove industries from the list of industries identified in the Cities approved IPP.

“Management and Administration Budget” means the annual amount budgeted for all Management and Administration Expenses during any Fiscal Year and shall exclude the Management Fee.

“Management Fee” means an amount included in the Annual Budget and the Actual Annual Expenditures equal to Three Percent (3.0%) of annual Management and Administration Expenses.

“Monthly Budget Payments” means an amount equal to one-twelfth of the Annual Budget, to be paid to BRA by Cities.

“Management and Administration Expense” means all costs to be paid to BRA by Cities for management and administration of the IPP including, but not limited to:

- (1) costs of maintaining any permits or licenses necessary to administer the IPP, ;
- (2) costs such as labor, materials, utilities, supervision, engineering, accounting, auditing, legal and professional services, insurance, personnel, data processing and purchasing;
- (3) such other costs or expenses as may be imposed upon the Cities in connection with fulfillment of their obligations under this Agreement because of laws, regulations, or requirements of the State, the United States, or any agency or governmental subdivision of the State or any agency of the United States having jurisdiction;
- (4) costs of any other tools, supplies, inventory, services and equipment, together with other costs not otherwise included in this definition necessary for proper management and administration of the IPP; and
- (5) costs associated with the satisfaction of judgments resulting from or settlement of claims not covered by the insurance or not paid by one particular City arising in connection with the management and administration of the IPP, which are contractually a responsibility of the Cities.

“Party” or “Parties” means BRA, the City of Temple, and the City of Belton.

“Permit” or “Permits” means any necessary permit, license, order, and other governmental approvals issued by any Federal, State, local or regulatory agency that may now or hereafter have jurisdiction and related to a Regulatory Requirement associated with the management and administration of the IPP.

“Points of Contact” means the individuals appointed by the Cities to coordinate with BRA in all matters related to this Agreement.

“Reasonable Standards” means activities conducted in accordance with municipal wastewater collection and treatment standards and appropriate Regulatory Requirements, at the lowest reasonable cost consistent with reliability and safety, which includes but is not limited to: O&M manuals, sound engineering principles, manufacturers’ recommended operating and maintenance criteria, and Regulatory Requirements (including regulations promulgated by any governmental or regulatory authority or agency having jurisdiction).

“Reconciliation Value” means the difference between the Annual Budget and the Actual Annual Expenditures recorded in the BRA’s financial accounting system in a Fiscal Year and agreed to by the Cities.

“Regulatory Requirements” means all Federal and State laws, rules, and regulations governing the management and administration of the IPP in the State, including but not limited to the rules, regulations and/or orders of the United States Environmental Protection Agency, the TCEQ, and courts of competent jurisdiction.

“Scope of Work” means the services to be provided by BRA as set forth in Exhibit A.

“State” means the State of Texas.

“System” consists of all equipment, vehicles, grounds (including the buffer zone and easements), and facilities which make up the Temple Belton Wastewater Treatment Plant. The System also consists of all equipment, vehicles, grounds (including buffer zone and easements), and facilities that comprise the Doshier Farm Wastewater Treatment Plant.

“System Component” means a specified facility comprising part of the System.

“Temple Belton Wastewater Plant” or “TBP” means the Temple-Belton Wastewater Plant, including the composting facilities.

“TCEQ” means the Texas Commission on Environmental Quality or any successor or successors exercising any of its duties and functions.

“Wastewater” means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like including garbage which has been shredded to such degree that all particles will be carried freely under flow conditions normally prevailing in public sewers and the liquid wastes from industrial processes, and includes any infiltration water that has migrated from the ground into the System, or inflow water from above the ground entering the System.

ARTICLE 2 SERVICES TO BE PERFORMED

2.1 Services

The BRA will, in accordance with the terms and conditions hereof, manage and administer the IPP, as such operations are more particularly described in Exhibit A, attached hereto and incorporated by reference herein. Exhibit A is referred to herein as the "Scope of Work." The BRA shall manage and administer the IPP in accordance with Regulatory Requirements and Reasonable Standards.

2.2 Additional Services

In contemplating performance under the terms of this Agreement, the BRA and the Cities hereby acknowledge that from time to time, as requested, the BRA may provide Additional Services to the Cities, which are related to the IPP but are not contemplated by the Scope of Work established herein. In that regard, the BRA and the Cities shall detail, by separate written instrument, a description of the services to be performed, the cost of the service, and the terms and methods of compensation to BRA.

2.3 Direction to BRA

The Cities, through the Points of Contact, shall provide guidance to BRA, and direct BRA, as appropriate, regarding all terms and conditions of this Agreement for the services provided by BRA.

2.4 System Equipment

In performing the services contemplated herein, the BRA shall be entitled to utilize the System's equipment, machinery, supplies and inventory, but all such items shall remain the property of the Cities. In addition, the BRA may acquire as an Actual Annual Expenditure, from time to time, equipment and/or tools to manage and administer the IPP and these items shall become the property of the Cities upon termination of this Agreement.

(a) Equipment Inventory - After the execution of this Agreement, but prior to the time BRA begins operating the System, BRA must provide the Cities with an inventory of the equipment that is being used in the IPP when BRA begins service.

(b) Management and Administration - BRA shall provide and document for the Cities all management and administrative actions taken by BRA and related to the IPP as provided under this Agreement. Such documentation must be set forth in the monthly and annual reports required by Sections 6.2 and 6.3 of this Agreement. Cities shall have the right to inspect these records during normal business hours. BRA shall maintain all warranties and guarantees, if applicable. If the BRA determines that its management and administrative practices should deviate from Reasonable Standards or Regulatory Requirements, then BRA may submit a request in writing to the Cities to implement such deviation, and upon written concurrence of the Cities, the management or administrative practice shall be modified.

(c) **Equipment Warranties** – If applicable to the IPP, Cities shall provide reasonable assistance to BRA in maintaining all existing System warranties, guarantees, easements, and licenses that have been granted to Cities.

ARTICLE 3 BUDGETS AND RECONCILIATION

3.1 Annual Budget Preparation

(a) On or before April 15th, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the Cities with an updated estimate of the Annual Budget, as shown in Exhibit B (indicating amounts for each of the budgets comprising the Annual Budget) for the next Fiscal Year plus an estimate of the Reconciliation Value for the current Fiscal Year. The Management and Administration Budget shall be calculated based upon the estimated number of industries and related Regulatory Requirements for the next Fiscal Year. An Annual Budget will not be effective and final for the purposes of calculation and payment of the Monthly Budget Payments until approved by Cities, and such approval must occur no later than July 15th of each year.

(b) At the time this Agreement is executed and until otherwise notified in writing by the Cities, BRA will apportion the Monthly Budget Payments between the Cities as follows: (1) the City of Temple will be responsible for all expenses related to the management and administration of the IPP at Doshier; and (2) the City of Temple will be responsible for 80% and the City of Belton will be responsible for 20% of the expenses related to the management and administration of the IPP at TBP. The Cities agree to reevaluate and adjust this apportionment when new industries are admitted into the IPP at the TBP.

(c) All increases in the Annual Budget over the previous year's budget must be explained by BRA to the satisfaction of the Cities. Any disagreements over such increases will be negotiated by the Parties in good faith. If Cities do not approve BRA's Annual Budget by July 15th and agreement by the Parties is not reached by the beginning of the next Fiscal Year, BRA will continue to provide the services set forth in this Agreement under the previous year's Annual Budget. Once the proposed Annual Budget is approved, BRA may bill the Cities for any increase in the monthly payments that were not paid from the beginning of the new Fiscal Year until such time as agreement by the Parties is reached.

3.2 Notice of Monthly Budget Payments Calculation

On or before August 1st, prior to the beginning of each Fiscal Year hereafter, the BRA shall furnish the Cities with a schedule of the Monthly Budget Payments to be made by the Cities to the BRA for the next ensuing Fiscal Year, as illustrated in Exhibit C, attached hereto and incorporated by reference herein. Monthly Budget Payments will be allocated between the Cities as set forth in Section 3.1(b).

3.3 Monthly Budget Performance Reporting

By the 25th of each month, the BRA will provide a report to the Cities documenting actual expenses related to the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget) and detailed revenues through the preceding month in the form prescribed by the Cities.

3.4 Adjustments

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

3.5 Calculation of Reconciliation Value

The Reconciliation Value will be computed as soon as possible after the Fiscal Year end, but no later than 75 days after the Fiscal Year end in order to allow for the Cities to account for the Reconciliation Value in their Fiscal Year financial statements. The Cities may instruct BRA to hold the amount of the Reconciliation Value to offset future payments or refund the full amount of the Reconciliation Value to the Cities. In the event that the Reconciliation Value is negative, if Actual Expenditures exceed the Annual Budget, the BRA will invoice the Cities for the difference.

ARTICLE 4

FINANCIAL ISSUES

PRICES AND TERMS; PAYMENTS BY CONTRACTING PARTIES

4.1 Management Fee

In consideration for the services to be provided to the Cities as set forth in Article 2, the Cities agree to pay a Management Fee to BRA. The Management Fee will be included in the Annual Budget and will equal 3.0% of Actual Annual Expenditures.

4.2 Payments

It is acknowledged and agreed that payments to be made under this Agreement will be the primary source available to the BRA to provide for the Actual Annual Expenditures. Payments made by the Cities under this Agreement shall be made from current revenues available to the Cities.

4.3 Services

All services, work, and activity specified in Section 2.1 to be provided by BRA to the Cities in this Agreement will be provided in consideration of the payment of the Management Fee and the Management and Administration Expenses. Any additional services requested by the Cities and provided by BRA will be subject to additional compensation to BRA in addition to the Management Fee and the Management and Administration Expenses.

4.4 Billing and Payment

By the 15th of each month, the BRA will send an invoice to each of the Cities for the Monthly Budget Payments for the subsequent month and any previously unbilled Additional Services. BRA must receive full payment for the invoice from the Cities on or before the 15th day of the month following the invoice date (no later than 30 days) to prevent Interest on Past Due Payment. All amounts due and owing the BRA by the Cities, if not paid when due, shall bear interest at a rate equal to the sum of (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a

Saturday or Sunday. If either City should remain delinquent in any payments due hereunder for a period of 90 days, BRA shall give notice to both Cities of the delinquency after the expiration of the 90 days and allow either City the opportunity to cure the delinquency. Such delinquency shall be considered an "Event of Default" and must be cured within thirty (30) days from the date of said notice and if not cured within that time period BRA shall have the ability to terminate this Agreement.

4.5 Audit

The Cities have the right, subject to a three (3) business day notice and during normal business hours to inspect or audit the BRA's books and records applicable to this Agreement for any Fiscal Year to determine whether the BRA has complied with the terms of this Agreement.

ARTICLE 5. INSURANCE, INDEMNITY, AND LIABILITY

5.1 Provision for Insurance

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

Type of Coverage	Required Limit
Workers' Compensation Insurance as prescribed by law	Statutory limit
Employer's Liability	\$500,000 per occurrence
Bodily Injury/Death (non-vehicular)	\$500,000 per occurrence/\$1,000,000 aggregate
Property Damage (non-vehicular)	\$500,000
Automobile Bodily Injury/Death	\$500,000 per person/\$1,000,000 per occurrence
Automobile Property Damage	\$500,000 per occurrence
Environmental Impairment	\$2,000,000 per occurrence/\$10,000,000 aggregate
Owner's Protective Liability	\$1,000,000 each combined single limit
Excess Umbrella Liability	\$5,000,000 each occurrence

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

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

Type of Coverage	Required Limit
General Liability	\$1,000,000

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

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

5.2 GENERAL LIABILITY.

BRA HEREBY AGREES TO AND SHALL TO THE EXTENT ALLOWED BY LAW HOLD CITIES HARMLESS, WITHOUT ANY DOLLAR LIMIT, FROM ANY LIABILITY OR DAMAGES FOR PROPERTY DAMAGE OR BODILY INJURY, INCLUDING DEATH, WHICH MAY ARISE FROM BRA'S OPERATIONS UNDER THIS AGREEMENT, TO THE PROPORTION THAT SUCH PROPERTY DAMAGE OR BODILY INJURY WAS CAUSED BY BRA, ITS AGENTS, OR SUBCONTRACTORS. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR THE PORTION OF ANY SUCH PROPERTY DAMAGE OR BODILY INJURY CAUSED BY THE CITIES' OWN NEGLIGENCE.

5.3 PERMIT VIOLATIONS.

BRA SHALL BE LIABLE, WITHOUT ANY DOLLAR LIMIT, FOR THOSE FINES OR PENALTIES WHICH MAY BE IMPOSED BY A REGULATORY AGENCY OR COURT FOR VIOLATIONS OF ANY PERMIT REQUIREMENTS, TO THE EXTENT SUCH FINES OR PENALTIES ARE A DIRECT RESULT OF BRA'S MALFEASANCE OR NEGLIGENCE; PROVIDED, HOWEVER, TO THE EXTENT BRA IS NOT NEGLIGENT IN PERFORMING ITS DUTIES UNDER THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL BRA BE LIABLE OR RESPONSIBLE FOR FINES OR PENALTIES RESULTING FROM INFLUENT WHICH (i) EXCEEDS THE INFLUENT LIMITS THE SYSTEM IS DESIGNED TO ACCOMMODATE; AND/OR (ii) CONTAINS BIOLOGICALLY TOXIC SUBSTANCES THAT RESULT IN A FAILURE TO MEET PERMIT EFFLUENT LIMITS. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR THE PORTION OF ANY SUCH FINE OR PENALTY CAUSED BY THE CITIES' OWN NEGLIGENCE. BRA SHALL NOT BE REQUIRED TO INDEMNIFY THE CITIES FOR FINES OR PENALTIES WHICH MAY RESULT FROM THE ADMINISTRATION BY THE CITIES OF THE IPP PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN A PREVIOUS AGREEMENT.

5.4 Performance Bond

A performance bond in an amount equal to each year's Annual Budget under this Agreement must be provided to the Cities.

5.5 Notice of Claim

If any action or claim is brought against a Party to this Agreement based upon an alleged act or omission in connection with the provision of the services contemplated by this Agreement, the Party receiving notice shall immediately notify the other Parties of such action, enclosing a copy of all papers served.

5.6 Continuation of Responsibility

The responsibilities of the Parties under this Agreement shall survive termination of this Agreement to the extent such liabilities are attributable to actions or omissions before such termination.

ARTICLE 6 OPERATION AND REPORTING REQUIREMENTS

6.1 Reports

BRA shall prepare and submit all TPDES and TCEQ permit reports on a timely basis.

6.2 Periodic Reports – Monthly Operations

BRA shall provide the Cities with monthly operations reports by the 25th day of each month throughout the Term of this Agreement. The monthly operations reports shall include the following operating data:

- (1) Copies of all correspondence filed with or received from all governmental bodies;
- (2) Copies of all correspondence with or received from permitted industries in the IPP;
- (3) a summary of staffing levels, job positions, and workforce turnover;
- (4) a statement of any complaints received by BRA in relation to the management and administration of the IPP and how each complaint was addressed by BRA;
- (5) any adverse conditions which may reasonably be expected to arise during the current month that may affect the ability of BRA to manage and administer the IPP;
- (6) the results of any regulatory or insurance inspections conducted during the prior month and all activities performed to comply with such inspections;
- (7) the results of any regulatory monitoring that was available during the prior month;
and
- (8) a statement of any issues or violations related to regulatory compliance.

6.3 Annual Operations and Maintenance Reports

BRA shall furnish the Cities, within 60 days after the end of each Fiscal Year, an annual summary of the information contained in the monthly operations reports.

6.4 Management and Administration of IPP

The BRA shall manage and administer the IPP in accordance with the Permits and consistent with all Regulatory Requirements and Reasonable Standards, which are applicable to the IPP.

6.5 Reports Affecting Management and Administration of IPP

In the event the Cities become aware of any factor or event that may affect the efficient management and administration of the IPP or may result in a violation of this Agreement or any Regulatory Requirement, Permit, or order, the Cities shall immediately notify the BRA of such factor or event. In addition, the Cities agree to immediately tender to the BRA any and all

correspondence received from any federal, state or local regulatory agency, which relates to the IPP. In the event that BRA becomes aware of any factor or event that may affect the efficient management and administration of the IPP or may result in violation of this Agreement or any Regulatory Requirement, Permit, or order, BRA shall immediately notify the Cities of such factor or event. In addition, BRA agrees to immediately tender to the Cities any and all correspondence received from any federal, state or local regulatory agency, which relates to the IPP.

6.6 Prohibitions

In addition to any other provision set forth herein and the limitations set forth under any applicable law, BRA shall not (1) change the nature of IPP as currently conducted; or (2) enter into any contract, commitment or transaction on behalf of the Cities unless expressly authorized by the Cities, and if so authorized by the Cities, the term of any such contract may not extend beyond the termination date of this Agreement.

6.7 System Condition Confirmation

BRA acknowledges that: (1) BRA has received and reviewed the background documents provided by the Cities and related to the administration of the IPP; and (2) based on the foregoing, the IPP can be managed and administered so as to comply with the terms and conditions of this Agreement.

6.8 Independent Contractor

The BRA shall be responsible for the management and administration of the IPP and will be an independent contractor in fulfilling all of the obligations under this Agreement and shall not subcontract out the management and administration responsibility for the IPP.

6.9 Regulatory Action

The Parties recognize that the obligations of the BRA to render services as provided in this Agreement are subject to Regulatory Requirements, and the Parties agree to cooperate to make such applications and to take such action as may be necessary or desirable to obtain compliance therewith.

6.10 Employment Practices

BRA shall provide a sufficient number of certified, qualified personnel, including as required, management, administrative, engineering services, operational, technical, laboratory and clerical, who meet relevant Federal or State requirements and certifications regarding IPP management and administration, and who are capable and demonstrate the experience necessary to manage and administer the IPP.

(a) **Training** - BRA shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, use of laboratory, energy management, etc. A proper safety program must be implemented by BRA, and all portions of that program shall be adhered to by BRA.

(b) **Affirmative Action** - BRA shall comply with its own policies which prohibit discrimination in its employment practices on the basis of race, sex, color, religion, national origin, handicap status, or any other impermissible factor.

(c) **Communications and Meetings** - On or before the commencement date of this Agreement, BRA shall inform the Cities of all business telephone, fax numbers, email addresses, cell phone numbers and other means by which BRA's employees may be contacted. BRA shall meet with the Cities as often as requested by the Cities to review the contents of the reports required to be prepared pursuant to Section 6.2 or discuss any other matter related to the management and administration of the IPP. BRA's personnel shall attend all City meetings which the Cities may reasonably request from time to time, to review management, operational, performance and planning matters arising with respect to the IPP and this Agreement.

ARTICLE 7 TERM, TERMINATION AND DEFAULT

7.1 Term

The original term of this Agreement is for one (1) year commencing on October 1, 2014 and ending on September 30, 2015. Upon the mutual agreement of the Parties, this Agreement may be extended by additional one year extensions. The one year extensions must be agreed to by the Parties no later than May 1st of each year.

7.2 Termination

(a) This Agreement may be terminated as follows:

(i) By the BRA or the Cities upon ninety (90) days written notice in the event of the following:

(1) any Federal, State or local agency should fail to issue any of the Permits or if any of the Permits should be revoked, modified or amended and as a result of such revocation, modification, or amendment it becomes impossible or illegal for the BRA to perform its obligations under this Agreement;

(2) any order or ruling should be enacted, promulgated or issued by any governmental agency having jurisdiction over the subject matter of this Agreement and the effect of such change, order or ruling makes it impossible or illegal for the BRA to perform its obligations under this Agreement; or

(3) some other event occurs which makes the continued management and administration of the IPP impossible.

(ii) By the BRA for any reason, upon providing not less than ninety (90) days written notice to the Cities or by the Cities for any reason, upon providing not less than ninety (90) days written notice to the BRA.

(b) The Parties agree to notify each other immediately upon receipt of notice of any action proposed by a Federal, State, or local agency to revoke, modify, or amend any of the Permits or any action by any governmental agency having jurisdiction over the subject matter of this Agreement proposing a change, order, or ruling which would make it impossible or illegal for the BRA to perform its obligations under this Agreement.

(c) Upon termination of this Agreement, all obligations of all of the Parties under this Agreement shall terminate and be of no further force and effect, except to the extent that it is specifically stated herein that any such obligations shall survive termination.

(d) Upon termination of this Agreement, the BRA agrees to cooperate with the Cities, where reasonably possible, to assist in the Cities' assumption of the management and administration of the IPP. Additionally, Cities agree to pay BRA for all outstanding amounts due under the terms of this Agreement.

7.3 Default

(a) Except as set forth in Section 4.4, "Event of Default" by any Party occurs if such Party shall breach a material covenant, obligation, representation or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) days after written notice from the non-breaching Party of the existence of such breach.

(b) In the event of an Event of Default by one of the Cities under this Agreement, the non-breaching City shall have the right to cure such Event of Default. The non-breaching City shall have not fewer than ninety (90) days from the date notice of an Event of Default is delivered to the non-breaching City to cure such default if the default cannot be cured by the payment of money as allowed in Section 4.4, so long as the non-breaching City shall have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

(c) In event of an Event of Default by both Cities, the Cities shall have not fewer than ninety (90) days from the date notice of an Event of Default is delivered to Cities to cure such default if the default cannot be cured by the payment of money as allowed in Section 6.4, so long as the Cities have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

(d) In the event of an Event of Default by BRA, the BRA shall have not fewer than ninety (90) days from the date notice of an Event of Default is delivered to BRA to cure such default, so long as BRA shall have commenced to cure the default within such ninety (90) day period and thereafter diligently pursues such cure to completion.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Remedies Upon Default

In the event of a dispute with respect to this Agreement, or if one Party believes that the other Party is in default of any of the provisions in this Agreement, and such default has not been cured within the time periods prescribed by this Agreement, prior to instituting litigation, the Parties agree to first attempt to resolve such matter through direct discussions in the spirit of mutual cooperation, and may engage in mediation or other alternative dispute resolution methods as mutually agreed between the Parties. If neither a negotiated nor mediated resolution is obtained, the Parties may pursue any available legal or equitable remedy, including specific performance and mandamus. No right or remedy granted herein or reserved to the Parties is

exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder.

8.2 Force Majeure

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

8.3 Waiver.

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

8.4 Addresses and Notices

All notices which the BRA or the Cities may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery or by depositing the same with the U.S. Postal Service, first-class or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. All notices shall be deemed received within five (5) business days of deposit in the mail. The addresses stated shall be effective for all notices to the respective Parties until written notice of a change of address is given pursuant to the provisions hereof:

BRA:

Brazos River Authority

4600 Cobbs Drive

P.O. Box 7555 Waco, Texas 76714-7555

CITIES:
(for Notices)

Temple:

City of Temple
2 N. Main St., Suite 306
Temple, Texas 76501
Attn: City Manager

CC: City Attorney
2 N. Main St., Suite 308
Temple, Texas 76501

Belton:

City of Belton
P.O. Box 120
Belton, Texas 76513
Attn: City Manager

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least 15 days written notice to the other Parties.

8.5 Modification

This Agreement shall not be amended except in writing and executed by all Parties.

8.6 Assignability of this Agreement

This Agreement, and all rights, duties and obligations hereunder, shall not be assignable by either Party without the prior written consent of the other Party.

8.7 Parties in Interest

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

8.8 Severability

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

8.9 Representations and Warranties

Each party hereto represents and warrants to the other that (1) such party is validly existing and operating under the laws of the State of its creation or incorporation, as applicable, and the laws

of the State; (2) such party has full requisite power and authority to perform its obligations under this Agreement; (3) the execution, delivery, and performance of this Agreement has been authorized by all necessary action of the governing body, or board of directors, as applicable, of such Party; (4) this Agreement is a valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or other law affecting creditors rights generally and by general equitable principles; and (5) the execution, delivery, and performance of this Agreement by such party does not, and will not (A) violate the statute, character or other instrument pursuant to which such party was created; (B) violate the Constitution of the State, or any other law, rule, or regulation by which such party is bound; (C) violate any judgment, writ, order, injunction, award, or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon such party; or (D) result in a material breach, violation, or default under any indenture, covenant, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which such Party is a party.

8.10 Merger

This Agreement, together with the exhibits attached hereto and incorporated by reference herein, constitutes the entire Agreement between the Parties relative to the subject matter hereof.

8.11 Future Agreement

The inclusion of terms and conditions in this Agreement shall not be interpreted as agreement among the Parties to include the same or similar terms and conditions in future agreements among the Parties pertaining to the same subject matter.

8.12 Governing Law and Venue

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

8.13 Counterparts

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

8.14 Good faith Dealings

The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its purposes and objectives. Each Party agrees that it will not initiate a dispute against another Party unless the Party raising the dispute in good faith believes its position is legitimate. The Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information, and data pertaining to any such dispute.

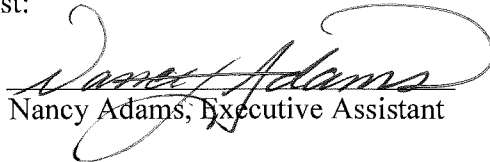
8.14 List of Exhibits

- (a)** Exhibit A – Scope of Work
- (b)** Exhibit B – Annual Budget (Section 3.1)
- (c)** Exhibit C – Example Schedule of Monthly Budget Payments (Section 3.2)

BRAZOS RIVER AUTHORITY

By: 
Phil Ford, General Manager/CEO

Attest:

By: 
Nancy Adams, Executive Assistant

CITY OF TEMPLE, TEXAS

By: 
City Manager



Attest:

By: 
City Secretary

Approved as to form:

By: 
City Attorney

CITY OF BELTON, TEXAS

By: Sam A. Leste
City Manager

Attest:
By: [Signature]
City Secretary

Approved as to form:

By: _____
City Attorney

EXHIBIT A
SCOPE OF WORK
INDUSTRIAL PRETREATMENT PROGRAM ADMINISTRATION

BRA will provide the following Industrial Pretreatment Program (“IPP”) Services:

1. Staffing. BRA will:

a. Provide qualified personnel to administer the Industrial Pretreatment Programs (IPP) for the Temple-Belton Wastewater Treatment Plant (TBP) and the Doshier Farm Wastewater Treatment Plant (DF) pursuant to this Agreement.

2. Communications. BRA will:

- a. Respond to inquiries, complaints, and concern in a professional, courteous, and timely manner;
- b. Use best efforts to promote good relations with the Cities’ industries, customers, stakeholders, regulators, and residents;
- c. Monitor, track, and notify the Cities of all complaints, inquiries or concerns received from industries, regulators or residents; and
- d. Coordinate with the Cities responses to any questions or inquiries from any governmental entity or regulator.

3. Meeting Preparations and Attendance. BRA will:

- a. Attend regularly scheduled meetings with the Cities (i.e. monthly, quarterly) for overall program updates;
- b. Attend on-demand meetings with the Cities as required for non-routine activities;
- c. Attend all meetings with industries on-behalf of the Cities, or in concert with the Cities;
- d. Attend all meetings with the regulators, such as TCEQ, on-behalf of the Cities, or in concert with the Cities;
- e. Make adequate preparation for all meetings; and
- f. Prepare written summaries of all meetings, noting follow-up assignments, etc.

4. Document Management. BRA will:

- a. Maintain comprehensive industry files, including, but not limited to:
 - (1) Permit applications, permits and fact sheets;
 - (2) Baseline monitoring reports;
 - (3) Inspection reports;
 - (4) Industrial User reports, such as periodic compliance reports;
 - (5) Monitoring data (including lab reports, quality assurance, etc.);

- (6) Required plans such as slug control, sludge management, pollution prevention, etc.;
- (7) Enforcement activities;
- (8) All correspondence to and from the industrial users;
- (9) Phone logs and meeting summaries; and
- (10) Industrial waste questionnaires.

b. Maintain General IPP files, including, but not limited to:

- (1) Legal authority documentation, such as sewer use ordinances;
- (2) IPP operating procedures;
- (3) IPP approval and modifications;
- (4) List of Significant Industrial Users,
- (5) Copy of TBP and DF discharge permits;
- (6) Local limits development documentation;
- (7) Enforcement Response Plans;
- (8) Correspondence to and from TCEQ and EPA;
- (9) Annual Reports to TCEQ;
- (10) Public Notices;
- (11) Funding and resource changes;
- (12) Current applicable state and federal regulations;
- (13) Industrial User compliance and permitting records; and
- (14) Industrial Waste Surveys and Master Lists.

5. Budget and Accounting. BRA will:

- a. Make recommendations and prepare the Annual Budget in a timely manner;
- b. Monitor, track, and regularly report the expenses related to this Annual Budget;
- c. Submit accurate and timely billings to the Cities in accordance with this Agreement;
- d. Promptly pay all vendors and third party contractors. All penalties and interest due on late payments shall be BRA's responsibility and shall not be charged to the Cities, unless such penalties and interest due were incurred based upon the direction of the Cities;
- e. Accurately reflect all Cities' payments prior to any Reconciliation Value calculations; and
- f. File and monitor any insurance claims in a timely manner.

6. Facility Monitoring and Emergency Response. BRA will:

- a. Review all TBP and DF influent and effluent sample results as they become available;
- b. Develop trending graphs for key pollutants;
- c. Notify the Cities whenever pollutant trending indicates potential problems;
- d. Upon discovery, notify the Cities whenever unauthorized pollutants enter the treatment facilities that could have regulatory compliance impacts; and

e. Provide timely response to emergency situations such as industrial spills that could impact waters of the state or cause disruption/damage to the TBP or DF, or the collection systems.

7. Routine Operating Procedures. BRA will:

- a. Work with the Cities to identify and locate all industrial users subject to the pretreatment regulations;
- b. Identify the character and volume of pollutants contributed by the industrial users;
- c. Notify industrial users of applicable pretreatment standards and requirements;
- d. Receive and analyze reports from industrial users;
- e. Perform inspections at least annually of significant industrial users;
- f. Sample and analyze industrial user discharges at least annually;
- g. Evaluate the need for industrial user slug control plans,
- h. Investigate instances of noncompliance;
- i. Initiate enforcement actions in accordance with the IPP Enforcement Response Plans, and
- j. Comply with public participation requirements.

8. Non-Routine Operating Procedures. BRA will

- a. Work with the Cities to prepare and submit applications for substantial and nonsubstantial modifications to the pretreatment programs; and
- b. Perform reassessments of local limits as needed.

9. Reporting. BRA will:

a. Prepare annual reports to TCEQ documenting the IPP status and activities performed during the previous year, which include at a minimum:

(1) Pretreatment Performance Summary, which includes:

- (a)** General Information;
- (b)** Significant Industrial User Compliance Summary;
- (c)** Compliance Monitoring Program Summary; and
- (d)** Enforcement Actions;

- (2)** Updated list of Industrial Users;
- (3)** Industrial User Inventory Modifications;
- (4)** Enforcement Actions Taken;
- (5)** Wastewater Treatment Plant Influent and Effluent Monitoring Results;
- (6)** Copy of the published newspaper notice of industries in significant noncompliance for the previous 12 months; and
- (7)** The completed Certification Statement.

- b.** Submit monthly reports to the Cities by the 10th of each month that summarize IPP activities performed during the prior month and IPP activities planned for the current month.

Brazos River Authority
IPP Management & Administration for TBP and Doshier Farm
Exhibit B
FY 2015 Proposed Budget
City of Temple and City of Belton IPP

Expenses - TBP IPP

Materials & Supplies	250
Equipment Rental	150
Outside Services	23,000
Direct Labor	31,600
Overhead	3,270
Management Fee (3%)	<u>1,748</u>
Total	\$ 60,018

Expenses - Doshier Farm IPP

Materials & Supplies	250
Equipment Rental	150
Outside Services	17,000
Direct Labor	31,600
Overhead	2,900
Management Fee (3%)	<u>1,557</u>
Total	\$ 53,457

Brazos River Authority
IPP Maintenance & Administration
Exhibit C
FY 2015 Monthly Payments
City of Temple and City of Belton IPP

<u>TBP IPP FY 2015 Budget</u>	60,018.00
	/ 12 months
Monthly Amount	\$ 5,001.50

<u>Contracting City</u>	<u>Allocation %</u>	<u>Monthly Payment</u>
City of Temple	80%	\$ 4,001.20
City of Belton	20%	\$ 1,000.30

<u>Doshier Farm IPP FY 2015 Budget</u>	53,457.00
	/ 12 months
Monthly Amount	\$ 4,454.75
City of Temple Monthly Payment	\$ 4,454.75

**AMENDMENT NO. ONE
TO MANAGEMENT AND ADMINISTRATION AGREEMENT BETWEEN BRAZOS RIVER
AUTHORITY, CITY OF TEMPLE AND CITY OF BELTON – INDUSTRIAL PRETREATMENT
PROGRAM**

This Amendment No. One to Management and Administration Agreement Between Brazos River Authority, City of Temple and City of Belton – Industrial Pretreatment Program ("Amendment") is entered into this 17 day of October, 2016, by and between the Brazos River Authority, ("BRA"), the city of Temple ("Temple"), and the City of Belton ("Belton") (collectively "Parties").

WHEREAS, OWNER and ENGINEER entered into a one (1) year Management and Administration Agreement ("Agreement") commencing on October 1, 2014, and ending on September 30, 2015;

WHEREAS, the Parties executed an amendment in September 2015, extending the term of the Agreement for a period of one year, ending September 2016 ("Amendment No. One"); and

WHEREAS, the Parties have been unable to locate an original copy of Amendment No. One, and therefore desire to execute a new Amendment No. One for record-keeping and administrative purposes.

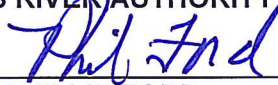
NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended for a period of one (1) year and shall end on September 30, 2016.


This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

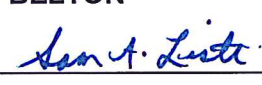
By: 
PHILLIP FORD
Title: GENERAL MANAGER / CEO
Date: 17 Nov 16

CITY OF TEMPLE

By: 
Title: City Manager
Date: 10-17-16



CITY OF BELTON

By: 
Title: City Manager
Date: 10-26-16

Approved As To Form


City Attorney's Office

**AMENDMENT NO. TWO
TO MANAGEMENT AND ADMINISTRATION AGREEMENT BETWEEN BRAZOS RIVER
AUTHORITY, CITY OF TEMPLE AND CITY OF BELTON – INDUSTRIAL
PRETREATMENT PROGRAM**

This Amendment No. Two to Management and Administration Agreement Between Brazos River Authority, City of Temple and City of Belton – Industrial Pretreatment Program ("Amendment") is entered into this 17 day of October, 2016, by and between the Brazos River Authority, ("BRA"), the city of Temple ("Temple"), and the City of Belton ("Belton") (collectively "Parties").

WHEREAS, OWNER and ENGINEER entered into a one (1) year Management and Administration Agreement ("Agreement") commencing on October 1, 2014, and ending on September 30, 2015;

WHEREAS, pursuant to Amendment No. One, the Agreement was extended for a period of one year; and

WHEREAS, the Parties desire to extend the Agreement for an additional one-year period.

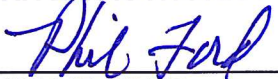
NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended for a period of one (1) year and shall end on September 30, 2017.


This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, and effective upon the receipt of the last signature.


BRAZOS RIVER AUTHORITY

By: 
PHILLIP FORD
Title: **GENERAL MANAGER / CEO**
Date: 17 NOV 16

CITY OF TEMPLE

By: 
Title: City Manager
Date: 10-17-16

CITY OF BELTON

By: 
Title: City Manager
Date: 10-26-16



Approved As To Form


City Attorney's Office

**AMENDMENT #3 TO MANAGEMENT AND ADMINISTRATION AGREEMENT
BETWEEN BRAZOS RIVER AUTHORITY, CITY OF TEMPLE AND CITY OF BELTON
INDUSTRIAL PRETREATMENT PROGRAM (IPP)**

The Agreement by and between Brazos River Authority ("BRA"), the City of Temple ("Temple") and the City of Belton ("Belton") effective October 1, 2014 is hereby amended by adding the underlined clauses as set forth below. Temple and Belton may be referred to collectively as "Cities" or individually as "City." Such Amendments shall be retroactive to the effective date of the Agreement.

ARTICLE 7

TERM, TERMINATION AND DEFAULT

7.1 Term.

- (a) The original term of this Agreement is for one (1) year commencing on October 1, 2014 and ending on September 30, 2015. Upon the mutual agreement of the Parties, this Agreement may be extended by additional one year extensions. The one year extensions must be agreed to by the Parties no later than May 1st of each year.
- (b) The payment of any funds in future budget years, as provided in this Agreement, shall be subject to annual appropriation by the City Council in the annual budget of each respective City and the Cities' obligations under this Agreement shall not constitute a general obligation of either City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require the Cities to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

7.2 Termination.

- (a) This Agreement may be terminated as follows:
 - (i) By the BRA of the Cities upon 90 (90) days written notice in the event of the following:
 - (1) any Federal, State or local agency should fail to issue an of the Permits or if any of the Permits should be revoked, modified or amended and as a result of such revocation, modification, or amendment it becomes impossible or illegal for the BRA to perform its obligations under this Agreement;
 - (2) any order or ruling should be enacted, promulgated or issued by any governmental agency having jurisdiction over the subject matter of this Agreement and the effect of such change, order or ruling makes it impossible or illegal for the BRA to perform its obligations under this Agreement; or
 - (3) some other event occurs which makes the continued management or administration of the IPP impossible.
 - (ii) By the BRA for any reason, upon providing not less than ninety (90) days written notice to the Cities or by the Cities for any reason, upon providing not less than ninety (90) days written notice to BRA.

- (iii) By either City, if the City's governing body fails to appropriate funds to cover the cost of this Agreement in the upcoming fiscal year budget. The City will have the right to withdraw from this Agreement on the last day of the City's fiscal year. BRA will be under no obligation to City in the event of such termination and services will terminate at the conclusion of the currently funded fiscal year.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE CITY OF TEMPLE, TEXAS


Jonathan Graham, City Manager


ATTEST:


Lacy Borgeson, City Secretary

APPROVED AS TO FORM:


City Attorney's Office

BRAZOS RIVER AUTHORITY


By:

ATTEST:


By:

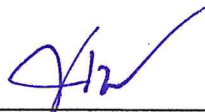
THE CITY OF BELTON, TEXAS


Sam Listi, City Manager

ATTEST:


Amy M. Casey, City Clerk

APPROVED AS TO FORM:


City Attorney's Office



**AMENDMENT NO. FOUR
TO MANAGEMENT AND ADMINISTRATION AGREEMENT BETWEEN BRAZOS RIVER
AUTHORITY, CITY OF TEMPLE AND CITY OF BELTON – INDUSTRIAL
PRETREATMENT PROGRAM**

This Amendment No. Four to Management and Administration Agreement Between Brazos River Authority, City of Temple and City of Belton – Industrial Pretreatment Program ("Amendment") is entered into this 30th day of October, 2017, by and between the Brazos River Authority, ("BRA"), the city of Temple ("Temple"), and the City of Belton ("Belton") (collectively "Parties").

WHEREAS, the Parties entered into a one (1) year Management and Administration Agreement ("Agreement") commencing on October 1, 2014, and ending on September 30, 2015;

WHEREAS, the Agreement was subsequently for two additional one-year periods; and

WHEREAS, the Parties desire to extend the Agreement for an additional one-year period.


NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended for a period of one (1) year and shall end on September 30, 2018.

This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: 
Title: **GENERAL MANAGER / CEO**
Date: 30 Oct 17

CITY OF TEMPLE

By:  
Title: Acting City Manager
Date: 10-10-17

CITY OF BELTON

By: 
Title: City Manager
Date: 10-19-2017

Approved As To Form


City Attorney's Office

**AMENDMENT NO. FIVE
TO MANAGEMENT AND ADMINISTRATION AGREEMENT BETWEEN BRAZOS RIVER
AUTHORITY, CITY OF TEMPLE AND CITY OF BELTON – INDUSTRIAL
PRETREATMENT PROGRAM**

This Amendment No. Five to Management and Administration Agreement Between Brazos River Authority, City of Temple and City of Belton – Industrial Pretreatment Program ("Amendment") is entered into this 10th day of October, 2018, by and between the Brazos River Authority, ("BRA"), the city of Temple ("Temple"), and the City of Belton ("Belton") (collectively, the "Parties").

WHEREAS, the Parties entered into a one (1) year Management and Administration Agreement ("Agreement") commencing on October 1, 2014, and ending on September 30, 2015;

WHEREAS, the Agreement was subsequently for three additional one-year periods; and

WHEREAS, the Parties desire to extend the Agreement for an additional one-year period.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended for a period of one (1) year commencing on October 1, 2018 and ending on September 30, 2019.


This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: 
DAVID COLLINSWORTH
Title: **GENERAL MANAGER / CEO**

Date: 10/10/18

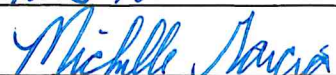
Attest: 

CITY OF BELTON

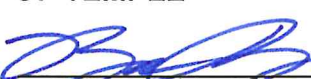

By: 

Title: City Manager

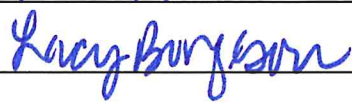
Date: 10-5-18

Attest: 

CITY OF TEMPLE

By: 

BRIAN MYERS
Title: CITY MANAGER

Date: 9.28.18

Attest: 

Approved As To Form


City Attorney's Office



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #6(H)
Consent Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution authorizing the acquisition of two permanent easements and three temporary construction easements necessary for the construction of the Bird Creek Interceptor Phase 4 project and authorizing closing costs associated with the purchase in an estimated amount of \$90,000.

STAFF RECOMMENDATION: Adopt resolution 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. Bird Creek Interceptor Phases 1 through 3 are complete and construction is in progress on Phase 5.

The Phase 4 design requires acquisition of permanent and temporary construction easements from fourteen properties. The City has acquired twelve easements.

At its August 2, 2018 meeting, Council authorized eminent domain proceedings to acquire 0.10-acre permanent easement and a 0.02-acre temporary construction easement on the property addressed as 4010 El Capitan Drive, Temple, Bell CAD ID 76938. Haley & Olson, PC, the City's outside counsel, filed a Petition in Condemnation on behalf of the City on October 10, 2018.

Through their attorneys the parties have continued to negotiate a settlement to this lawsuit and have reached an agreement. The parties have agreed the City will acquire the easements needed for the project for \$77,500 plus closing costs. This amount represents the cost to cure significant improvements in the easements. This agreement will settle all pending claims.

At its August 16, 2018 meeting, Council authorized eminent domain proceedings to acquire a 0.062-acre permanent easement and 0.017-acre and 0.011-acre temporary construction easements on the property addressed as 2003 Bird Creek Terrace, Temple, Bell CAD ID 43252. Haley & Olson, PC, the City's outside counsel, filed a Petition in Condemnation on behalf of the City on October 9, 2018. The parties have continued to negotiate a settlement to this lawsuit and have reached an agreement. The parties have agreed the City will acquire the easements needed for the project for \$7,500 plus closing costs. This agreement will settle all pending claims.

At this time, Staff is asking for authorization to purchase the easements and pay closing costs in an estimated amount of \$90,000.

FISCAL IMPACT: Funding for the acquisition of two permanent easements and three temporary construction easements necessary for the construction of the Bird Creek Interceptor Phase 4 project and authorizing closing costs associated with the purchase in an estimated amount of \$90,000 is available in account 520-5900-535-6110, project 101213.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9498-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF TWO PERMANENT EASEMENTS AND THREE TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE BIRD CREEK INTERCEPTOR PHASE 4 PROJECT; AUTHORIZING CLOSING COSTS ASSOCIATED WITH THE PURCHASE IN A TOTAL ESTIMATED AMOUNT OF \$90,000; 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, Bird Creek Interceptor Phases 1 through 3 are complete and construction is in progress on Phase 5 - Phase 4 design requires acquisition of permanent and temporary construction easements from fourteen properties of which the City has acquired twelve;

Whereas, at its August 2, 2018 meeting, Council authorized eminent domain proceedings to acquire a 0.10-acre permanent easement and a 0.02-acre temporary construction easement on the property located at 4010 El Capitan Drive, Temple, Bell CAD ID 76938 - Haley & Olson, PC, the City's outside counsel, filed a Petition in Condemnation on behalf of the City on October 10, 2018;

Whereas, through their attorneys, the parties have continued to negotiate a settlement to this lawsuit and have reached an agreement where the City will acquire the easements needed for the project for \$77,500 plus closing costs - this agreement represents the cost to cure significant improvements in the easements and will settle all pending claims;

Whereas, at its August 16, 2018 meeting, Council authorized eminent domain proceedings to acquire a 0.062-acre permanent easement and 0.017-acre and 0.011-acre temporary construction easements on the property addressed as 2003 Bird Creek Terrace, Temple, Bell CAD ID 43252 - Haley & Olson, PC, the City's outside counsel, filed a Petition in Condemnation on behalf of the City on October 9, 2018;

Whereas, the parties have continued to negotiate a settlement to this lawsuit and have reached an agreement where the City will acquire the easements needed for the project for \$7,500 plus closing costs - this agreement will settle all pending claims;

Whereas, Staff recommends Council authorize the purchase of two permanent easements and three temporary construction easements necessary for the construction of the Bird Creek Interceptor Phase 4 project and authorize closing costs associated with the purchase, in a total estimated amount of \$90,000;

Whereas, funding is available for the purchase of two permanent easements and three temporary construction easements in Account No. 520-5900-535-6110, Project No. 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 two permanent easements and three temporary construction easements necessary for the construction of the Bird Creek Interceptor Phase 4 project and authorizes closing costs associated with the purchase, in a total estimated amount of \$90,000.

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

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #6(I)
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 ratifying the acquisition of two easements and two temporary construction easements necessary for the construction of the Charter Oak Waterline in an amount not to exceed \$5,300.

STAFF RECOMMENDATION: Adopt resolution presented in item description.

ITEM SUMMARY: The City is installing a new transmission water line in southwest Temple, roughly parallel to Charter Oak Drive. The project is necessary to replace deteriorating existing facilities and improve service to properties along the route. Phase One of the project is currently under construction and required the acquisition of easements from four property owners.

The design of Phase Two requires the acquisition of easements for water lines across 26 properties owned by 19 different property owners. At this time, 24 of the 26 permanent easements have been acquired.

The \$5,300 paid in exchange for the acquired property interests represents the dollar value for the future installation of a six-inch sewer connection on property addressed as 3396 South Kegley Road, Temple, Texas, Bell CAD ID No. 471876. The \$5,300 consists of the following:

- a. \$1,260—Connection fee
- b. \$30—Permit fee
- c. \$20 per lineal foot for 6" directional drill x 200 lineal feet

Staff is now seeking to ratify the acquisition of two easements and two temporary construction easements needed for the construction of the Charter Oak Water Line in an amount not to exceed \$5,300.

The addresses of the properties are 3308 and 3211 South Kegley Road, Bell CAD IDs 471877 and 471880, respectively.

FISCAL IMPACT: Funding for the acquisition of two easements and two temporary construction easements necessary for the construction of the Charter Oak Waterline in an amount not to exceed \$5,300 is appropriated in account 520-5900-535-6110, project #100608.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9499-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING THE ACQUISITION OF TWO EASEMENTS AND TWO TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE CHARTER OAK WATERLINE IN AN AMOUNT NOT TO EXCEED \$5,300; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City is installing a new transmission water line in southwest Temple, roughly parallel to Charter Oak Drive - the project is necessary to replace deteriorating existing facilities and improve service to properties along the route;

Whereas, Phase One of the project is currently under construction and required the acquisition of easements from four property owners - Phase Two requires the acquisition of easements across 26 properties owned by 19 different property owners of which 24 of the 26 permanent easements have been acquired;

Whereas, the amount paid in exchange for the acquired property interests represents the dollar value for the future installation of a six-inch sewer connection on property addressed as 3396 South Kegley Road, Temple, Texas, Bell CAD ID No. 471876;

Whereas, Staff recommends that Council ratify the acquisition of two easements and two temporary construction easements on property located at 3308 and 3211 South Kegley Road, Bell CAD IDs 471877 and 471880, respectively, which are needed for the construction of the Charter Oak Water Line, in an amount not to exceed \$5,300;

Whereas, funding for the purchase of the above easements is appropriated in Account No. 520-5900-535-6110, Project No. 100608; 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 ratifies the acquisition of two easements and two temporary construction easements on property located at 3308 and 3211 South Kegley Road, Bell CAD IDs 471877 and 471880, respectively, which are needed for the construction of the Charter Oak Water Line, in an amount not to exceed \$5,300.

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

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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 acceptance of a donation of a 3.667-acre tract of land from HEB, LP, a Texas limited partnership, for the benefit of the public.

STAFF RECOMMENDATION: Adopt resolution presented in item description.

ITEM SUMMARY: HEB, LP (HEB) currently owns a 3.667-acre tract land situated near Canyon Creek Drive and South 31st Street. The City currently has a drainage easement on this property. In October 2018, Staff was contacted by HEB with an offer to donate the land to the City. Accepting this donation will allow City Staff to continue to properly maintain the drainage area.

At this time, Staff is seeking authorization for the acceptance of the donation of a 3.667-acre tract of land from HEB, LP, a Texas limited partnership, for the benefit of the public.

The property is currently addressed as 4103 South 31st Street, Temple, Bell CAD ID 195987.

FISCAL IMPACT: The City will be responsible for future maintenance of the property and any costs associated with the closing transaction on the land which are expected to be nominal.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9500-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF A DONATION OF AN APPROXIMATELY 3.667 ACRE TRACT OF LAND FROM HEB, LP, A TEXAS LIMITED PARTNERSHIP, FOR THE BENEFIT OF THE PUBLIC; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, HEB, LP (HEB) currently owns a 3.667-acre tract of land situated near Canyon Creek Drive and South 31st Street on which the City currently has a drainage easement - in October 2018, Staff was contacted by HEB with an offer to donate the land to the City;

Whereas, Staff recommends Council accept the donation of an approximately 3.667-acre tract of land from HEB, LP, a Texas limited partnership, for the benefit of the public;

Whereas, the address of the property is 4103 South 31st Street, Temple (BellCAD ID 195987);

Whereas, the City will be responsible for future maintenance of the property and any costs associated with the closing transaction on the land, which are expected to be nominal; 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 accepts the donation of an approximately 3.667-acre tract of land from HEB, LP, for the benefit of the public.

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

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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:

Floyd Mitchell, Chief of Police

ITEM DESCRIPTION: Consider adopting a resolution authorizing the City Manager to submit an application and accept funding through the Texas School Safety Center at Texas State University for the purpose of enforcing Subchapter 161 Texas Health and Safety Code, in the amount of \$8,900.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: Texas law prohibits the sale or distribution of tobacco products to any person under the age of 18. The police department proposes to use funding from the TxSSC to conduct covert investigations into the possible illegal sales of tobacco products to minors that violate the Health and Safety Code, §161.082. All activity under the grant must be reported on a monthly basis to TxSSC. The TxSSC is acting on behalf of the Department of State Health Services.

The purpose of this funding is to enforce Subchapter 161 Texas Health and Safety Code, 161.082 – Sale of cigarettes, e-cigarette, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required. This would be the sixth year in a row we would have received funding.

FISCAL IMPACT: TxSSC will reimburse contracted law enforcement agencies \$100 for each completed investigation. It is the intent of the police department to conduct investigations at rate of 100% of the permitted outlets, meaning that 89 investigations are planned for the 89 tobacco permitted retail outlets and vape stores from April 1, 2019 to December 31, 2019.

If this plan is met, the City will receive \$8,900 in grant funds. It is estimated that it will cost \$4,350 in overtime hours as well as operational and fuel costs of \$1,000 for police vehicles. The total estimated expense is \$5,350. The remaining revenue would pay officer's overtime for conducting compliance inspections on retail locations and provide education services to the public in the area of state laws pertaining to tobacco sales to minors.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9501-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 THE TEXAS SCHOOL SAFETY CENTER AT TEXAS STATE UNIVERSITY IN THE AMOUNT OF \$8,900 FOR THE PURPOSE OF ENFORCING CHAPTER 161 TEXAS HEALTH AND SAFETY CODE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Texas law prohibits the sale or distribution of tobacco products to any person under the age of 18 - the Police Department proposes to use funding from the Texas School Safety Center at Texas State University (TxSSC) to conduct covert investigations into the possible illegal sales of tobacco products to minors that violate the Health and Safety Code, §161.082;

Whereas, all activity under the grant must be reported on a monthly basis to TxSSC who is acting on behalf of the Department of State Health Services;

Whereas, TxSSC will reimburse contracted law enforcement agencies \$100 for each completed investigation - it is the intent of the Police Department to conduct investigations at all of the 89 tobacco permitted retail outlets and vape stores from April 1, 2019 to December 31, 2019;

Whereas if this plan is met, the City will receive \$8,900 in grant funds - this would be the sixth year in a row we would have received funding; 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 to submit an application and accept funding through the Texas School Safety Center at Texas State University, in the amount of \$8,900 for the purpose of enforcing Chapter 161 of the Texas Health and Safety Code.

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 17th of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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 authorizing the purchase of fleet tracking monitoring services for FY 2019 through Synovia Solutions, of Indianapolis, Indiana, in the annual amount of \$43,200.

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

ITEM SUMMARY: On April 19, 2012, Council authorized the purchase of fleet tracking hardware and monitoring services for a pilot group of 82 City vehicles and additional 93 vehicles from 2013-2018. Currently the city has a total 175 vehicles on the program.

Some of the goals of the program are to help raise employee awareness of important issues such as speeding, idle-time, excessive acceleration/deceleration, and general vehicle usage. Additional goals are to assist in the optimization of routes, reduce travel times, provide real-time fleet tracking, balance workload among vehicles, reduce fuel and maintenance costs, and contribute to the overall efficiency and effectiveness of the City fleet.

The ongoing monthly service is approximately \$3,600 per month for the 175 vehicles which covers the cost of wireless data plans, GPS Tracking, and maintenance.

Staff is recommending the use of a Sourcewell (formerly National Joint Powers Alliance (NJPA) cooperative contract #022217-SSL for the procurement of the fleet tracking system. Contracts awarded through Sourcewell have been competitively procured and meet the statutory procurement requirements for Texas municipalities.

FISCAL IMPACT: Funding is available in the FY 2019 Operating Budget in account 110-1900-519-26-10 in the amount \$43,200 for the fleet tracking and monitoring services.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2019-9502-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF FLEET TRACKING AND MONITORING SERVICES FROM SYNOVIA SOLUTIONS OF INDIANAPOLIS, INDIANA IN THE AMOUNT OF \$43,200, FOR FISCAL YEAR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on April 19, 2012, Council authorized the purchase of fleet tracking hardware and monitoring services for a pilot group of 82 City vehicles, and an additional 93 vehicles have been added from 2013-2018;

Whereas, some of the goals of the program are to help raise employee awareness of important issues such as speeding, idle-time, excessive acceleration/deceleration, and general vehicle usage, as well as optimization of routes, reduce travel times, provide real-time fleet tracking, balance workload among vehicles, reduce fuel and maintenance costs, and contribute to the overall efficiency and effectiveness of the City fleet;

Whereas, the ongoing monthly service is approximately \$3,600 per month for the 175 vehicles which covers the cost of wireless data plans, GPS Tracking, and maintenance;

Whereas, Staff recommends Council authorize the purchase of fleet tracking and monitoring services utilizing a Sourcwell (formerly National Joint Powers Alliance) Cooperative Contract No. 022217-SSL for this procurement - contracts awarded through Sourcwell have been competitively procured and meet the statutory procurement requirements for Texas municipalities;

Whereas, funding for the purchase of the fleet tracking and monitoring service is available in Account No. 110-1900-519-2610; 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 fleet tracking and monitoring services, in the amount of \$43,200 from Synovia Solutions, of Indianapolis, Indiana for fiscal year 2019.

Part 3: The City Council authorizes the City Manager, or her 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 **17th** of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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 properties situated at 814 and 818 East Avenue B and authorizing closing costs associated with the purchase in an estimated amount of \$25,000.

STAFF RECOMMENDATION: Adopt resolution presented in item description.

ITEM SUMMARY: The property is in east downtown Temple with an unoccupied house situated on the property at 818 East Avenue B and a vacant lot at 814 East Avenue B. Staff became aware the property was for sale. The properties are being sold as a package. The City made an offer to purchase the property at the list price of \$20,000. The list price is below the Bell County Tax Appraisal District's appraised value. The owner has accepted the City's offer. The area where this property is located is in a strategic area of revitalization. After purchase, Staff will evaluate the condition of the structure, along with the needs of the neighborhood, to determine the best use of the property, such as green space or re-build with a strategic partner. Due to the location, coupled with the City's commitment to re-vitalizing this area of Temple, Staff recommends purchasing the property.

At this time, Staff is asking for authorization to the purchase property situated at 814 and 818 East Avenue B and authorizing closing costs associated with the purchase in an estimated amount of \$25,000. The Bell CAD ID numbers for the property are 118053 and 118052.

FISCAL IMPACT: Funding for the purchase of properties situated at 814 and 818 East Avenue B and authorizing closing costs associated with the purchase in an estimated amount of \$25,000 is available in account 110-3795-524-6110, project 102007.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9503-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF TWO PROPERTIES SITUATED AT 814 AND 818 EAST AVENUE B; AUTHORIZING CLOSING COSTS ASSOCIATED WITH THE PURCHASE IN A TOTAL ESTIMATED AMOUNT OF \$25,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the property is in east downtown Temple with an unoccupied house situated on the property at 818 East Avenue B and a vacant lot at 814 East Avenue B which are being sold together;

Whereas, the area where this property is located is in a strategic area of revitalization and after purchase, Staff will evaluate the condition of the structure, along with the needs of the neighborhood, to determine the best use of the property, such as green space or re-build with a strategic partner;

Whereas, the City made an offer to purchase the property at the list price of \$20,000 which is below the Bell County Tax Appraisal District's appraised value and the owner has accepted the City's offer;

Whereas, Staff recommends Council authorize the purchase of the property located at 814 & 818 East Avenue B, Temple due to the location, coupled with the City's commitment to revitalizing this area of Temple, and authorize closing costs associated with the purchase in a total estimated amount of \$25,000;

Whereas, the property is located at the following addresses:

- 814 East Avenue B (BelCAD ID 118053); and
- 818 East Avenue B (BelCAD ID 118052);

Whereas, funding for the purchase of these properties is available in Account No. 110-3795-524-6110, Project No. 102007; 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 properties situated at 814 & 818 East Avenue B, ~~authorizes closing costs associated with the purchase~~ in a total estimated amount of \$25,000, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney, to execute any documents that may be necessary for the purchase of these properties.

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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 five properties necessary for the expansion of Old Waco Road, Outer Loop Phase 6, and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$1,308,000.

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 presented in item description.

ITEM SUMMARY: The expansion of Old Waco Road, the Outer Loop, is an important north-south arterial that will connect the Adams Avenue growth corridor to IH 35. Phase 6 is currently under design with construction planned for FY2022. Staff approached the two owners of the five properties very early in the design process for Phase 6 because the City was in the process of acquiring a waterline easement on of the properties for the Charter Oak Waterline Project. The design requires a partial taking on each of the five properties. However, it does involve the taking of the homestead residence and the relocation two residential tenants and the one of the owner's home business.

Appraisals were conducted on the five properties and offers made via Stateside Right of Way Services (Stateside) to the owners, based on the appraisals. One owner's two properties have remainders that are still usable and have market value. The three other properties, which includes the homestead site, resulted in remainders with little to no market value. These three properties have the same owner. Stateside also conducted relocation studies and presented owner-occupants and tenants with the benefits to which they are entitled.

The owners presented the City with a counteroffer for all five properties. The City was unable to agree to the owners' terms. However, after continued negotiations, an agreement has been reached.

For the properties known as 4322 and 4306 Charter Oak Drive, Bell County Tax Appraisal District IDs 84 and 85 and referred to as parcels 15 and 16 for this project, the City will acquire only the needed rights of way for \$300,000 plus associated closing costs.

For the property known as 4302 Charter Oak Drive and the additional property on Charter Oak Drive, Bell County Tax Appraisal District IDs 396728, 127051, and 127050 and referred to as parcels 5, 6, and 7 for this project, the City will acquire the entire properties for \$757,806 plus associated closing costs. Acquiring the whole properties will also allow the Charter Oak Waterline project to proceed to construction.

Both residential tenants are considered low income and entitled to the type of supplement known as last resort. The tenant on parcel 7 is entitled to a rent supplement of \$85,890 plus estimated moving costs of \$5,000. The tenant on parcel 15 is entitled to a rent supplement of \$45,108 plus moving costs of \$18,000. The owner-occupants are entitled to estimated moving costs of \$50,000. The owner's business will also receive relocation and re-establishment benefits in an estimated amount of \$35,000.

At this time, Staff is asking for authorization to purchase properties necessary for the expansion of Old Waco Road, Outer Loop Phase 6, and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$1,308,000.

FISCAL IMPACT: Funding for the purchase of five properties necessary for the expansion of Old Waco Road, Outer Loop Phase 6, and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$1,308,000 is available in the Reinvestment Zone No. 1 Financing Plan, Line 320, account 795-9600-531-6557, project 101585.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9504-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF FIVE PROPERTIES NECESSARY FOR THE EXPANSION OF OLD WACO ROAD, OUTER LOOP PHASE 6; AUTHORIZING CLOSING COSTS AND RELOCATION BENEFITS ASSOCIATED WITH THE PURCHASE IN A TOTAL ESTIMATED AMOUNT OF \$1,308,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the expansion of Old Waco Road and the Outer Loop, is an important north-south arterial that will connect the Adams Avenue growth corridor to IH 35;

Whereas, Staff approached the two owners of five properties very early in the design process for Phase 6 because the City was in the process of acquiring a waterline easement on one of the properties for the Charter Oak Waterline Project;

Whereas, the design requires a partial taking on each of the five properties and involves the taking of the homestead residence and the relocation of two residential tenants, and a home business of one of the owners;

Whereas, appraisals were conducted on the five properties and offers made via Stateside Right of Way Services (Stateside) to the owners, based on the appraisals – while one owner's two properties have remainders that are still usable and have market value, the three other properties, all owned by the same owner and which include the homestead site, resulted in remainders with little to no market value;

Whereas, Stateside also conducted relocation studies and presented owner-occupants and tenants with the benefits to which they are entitled - the owners presented the City with a counteroffer for all five properties and after continued negotiations, an agreement has been reached;

Whereas, for the properties known as 4322 and 4306 Charter Oak Drive, (Bell CAD ID Nos 84 and 85) and referred to as parcels 15 & 16 for this project, the City will acquire only the needed rights of way for the amount of \$300,000, plus associated closing costs;

Whereas, for the property known as 4302 Charter Oak Drive and the additional property on Charter Oak Drive, (Bell CAD ID Nos 396728, 127051, and 127050) and referred to as parcels 5, 6, & 7 for this project, the City will acquire the whole properties for the amount of \$757,806, plus associated closing costs, which will also allow the Charter Oak Waterline project to proceed;

Whereas, both tenants are considered low income and entitled to the type of supplement known as last resort;

Whereas, the tenant on parcel 7 is entitled to a rental supplement of \$85,890 plus estimated moving costs of \$5,000, and the tenant on parcel 15 is entitled to a rental supplement

of \$45,108 plus moving costs of \$18,000;

Whereas, the owner-occupants are entitled to estimated moving costs in the amount of \$50,000, and the owner's home business will also receive relocation and re-establishment benefits in an estimated amount of \$35,000;

Whereas, Staff recommends Council authorize the purchase of five properties necessary for the expansion of Old Waco Road, Outer Loop Phase 6, and authorize closing costs and relocation benefits associated with the purchase in a total estimated amount of \$1,308,000;

Whereas, funding for the purchase of these properties, including closing costs and relocation benefits is available in Account No. 795-9600-531-6557, Project No. 101585; 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 five properties necessary for the expansion of Old Waco Road, Outer Loop Phase 6, and authorizes closing costs and relocation benefits associated with the purchase, in a total estimated amount of \$1,308,000.

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

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 17^h day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



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DEPT./DIVISION SUBMISSION & REVIEW:

Brynn Myers, City Manager

ITEM DESCRIPTION: Consider adopting a resolution establishing the City of Temple's legislative priorities for 2019.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The 86th Legislature convenes on Tuesday, January 8 (1st day) and Monday, May 27 is the last day of the 86th session.

Monday, November 12 was the first day to pre-file bills and Friday, March 8 (60th day) is the deadline for filing bills and joint resolutions other than local bills, emergency appropriations, and bills that have been declared an emergency by governor.

During the 2017 session, more than 6,500 bills or significant resolutions were introduced and of those, more than 2,000 of them would have affected Texas cities in some substantial way. In the end, over 1,200 bills or resolutions passed and were signed into law in which almost 300 of them impacted cities in some way. The number of city related bills as a percentage of total bills filed has risen every year.

At the Council workshop on December 20, I presented the following legislative priorities:

- Oppose revenue caps on local governments
- Support meaningful legislation that would eliminate unfunded mandates
- Support maintaining local control and decision making
 - Oppose any legislation that erodes local control or municipal authority in any way
- Support maintaining and enhancing important economic development tools
 - Chapter 212 tax abatement authority must be extended this session
- Support strong make-whole provisions for cities and counties disproportionately affected by disabled veterans property tax exemption program
- Support fair and adequate funding for school districts

At this City Council meeting, we will further discuss proposed legislation and ask Council to consider adopting a resolution that establishes the City of Temple's 2019 legislative priorities.

FISCAL IMPACT: None.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9505-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,
TEXAS, ESTABLISHING THE CITY OF TEMPLE'S LEGISLATIVE
PRIORITIES FOR 2019; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the 86th Legislature convened Tuesday, January 8, 2019 (1st day) and Monday, May 27, 2019 is the last day of the 86th session;

Whereas, Monday, November 12, 2018 was the first day to pre-file bills and Friday, March 8, 2019 (60th day) is the deadline for filing bills and joint resolutions other than local bills, emergency appropriations, and bills that have been declared an emergency by the Governor;

Whereas, during the 2017 session, more than 6,500 bills or significant resolutions were introduced and of those, more than 2,000 of them would have affected Texas cities in some substantial way, and in the end, over 1,200 bills or resolutions passed and were signed into law in which almost 300 of them impacted cities in some way;

Whereas, the number of City related bills as a percentage of total bills filed, has risen every year;

Whereas, the City of Temple's legislative priorities are as follows:

- Oppose revenue caps on local governments;
- Support meaningful legislation that would eliminate unfunded mandates;
- Support maintaining local control and decision making:
 - Oppose any legislation that erodes local control or municipal authority in any way;
- Support maintaining and enhancing important economic development tools:
 - Chapter 312 tax abatement authority must be extended this session;
- Support strong make-whole provisions for cities and counties disproportionately affected by disabled veterans' property tax exemption program; and
- Support fair and adequate funding for school districts;

Whereas, Staff recommends Council consider adopting a Resolution that establishes the City of Temple's 2019 legislative priorities; 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 establishes the City of Temple's legislative priorities for 2019.

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting a resolution authorizing the cancellation of the July 4, 2019, City Council meeting.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The first regular City Council Meeting for July 2019 is scheduled for July 4, 2019. Due to this being during the holidays, Staff recommends cancelling this meeting and conducting a council meeting on July 11, 2019.

FISCAL IMPACT: N/A

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9506-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,
TEXAS, CANCELLING THE JULY 4, 2019 CITY COUNCIL MEETING; AND
PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the first regular City Council Meeting for July, 2019 is scheduled for July 4, 2019 - due to this being the Independence Day holiday, Staff recommends Council cancel this meeting and reschedule it for July 11, 2019; 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 cancels the July 4, 2019 City Council meeting and reschedules it for July 11, 2019.

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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #6(Q)
Consent Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Traci Barnard, Director of Finance

ITEM DESCRIPTION: Consider adopting a resolution authorizing budget amendments for fiscal year 2018-2019.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: This item is to recommend various budget amendments, based on the adopted FY 2018-2019 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

FISCAL IMPACT: The total amount of budget amendments is \$6,756.

ATTACHMENTS:

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

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2019 BUDGET
January 17, 2019

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
110-2033-521-2516		Other Services / Judgments & Damages	\$ 1,618	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 1,618
To appropriate insurance proceeds from TML for damages to asset 14055 that occurred on 12/02/18.				
240-4620-551-2129		Supplies / Advertising/Marketing	\$ 4,438	
240-0000-412-0927		Hotel/Motel Taxes / Bell County HOT		\$ 4,438
To appropriate additional revenue and expenditure related to the payment received from Bell County for hotel occupancy taxes. The FY 2019 Adopted Budget included an estimated amount of \$70,000 and the actual amount received was \$74,438.				
240-4600-551-2713		Cost of Goods Sold / Miscellaneous Merchandise	\$ 700	
240-0000-445-1246		Visitor Center / Store Sales		\$ 700
To appropriate revenue and expenditure related to new inventory for resale at the Visitor Center's gift shop.				
TOTAL AMENDMENTS			\$ 6,756	\$ 6,756
GENERAL FUND				
Beginning Contingency Balance			\$	100,000
Added to Contingency Sweep Account				-
Carry forward from Prior Year				-
Taken From Contingency				-
Net Balance of Contingency Account			\$	100,000
Beginning Judgments & Damages Contingency			\$	279,725
Added to Contingency Judgments & Damages from Council Contingency				-
Taken From Judgments & Damages				-
Net Balance of Judgments & Damages Contingency Account			\$	279,725
Beginning Compensation Contingency			\$	285,000
Added to Compensation Contingency				-
Taken From Compensation Contingency				-
Net Balance of Compensation Contingency Account			\$	285,000
Net Balance Council Contingency			\$	664,725
Beginning Balance Budget Sweep Contingency			\$	-
Added to Budget Sweep Contingency				-
Taken From Budget Sweep				-
Net Balance of Budget Sweep Contingency Account			\$	-
WATER & WASTEWATER FUND				
Beginning Contingency Balance			\$	219,446
Added to Contingency Sweep Account				-
Taken From Contingency				-
Net Balance of Contingency Account			\$	219,446
Beginning Compensation Contingency			\$	54,000
Added to Compensation Contingency				-
Taken From Compensation Contingency				-
Net Balance of Compensation Contingency Account			\$	54,000
Net Balance Water & Wastewater Fund Contingency			\$	273,446

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2019 BUDGET
January 17, 2019

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		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	\$	16,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		-
		Net Balance of Compensation Contingency Account	\$	16,500
		Net Balance Hotel/Motel Tax Fund Contingency	\$	16,500
		DRAINAGE FUND		
		Beginning Contingency Balance	\$	336,406
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	336,406
		Beginning Compensation Contingency	\$	10,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		-
		Net Balance of Compensation Contingency Account	\$	10,500
		Net Balance Drainage Fund Contingency	\$	346,906
		FED/STATE GRANT FUND		
		Beginning Contingency Balance	\$	-
		Carry forward from Prior Year		34,641
		Added to Contingency Sweep Account		9,024
		Taken From Contingency		(11,304)
		Net Balance Fed/State Grant Fund Contingency	\$	32,361

CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2019 BUDGET
January 17, 2019

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Net Balance of Compensation Contingency Account			\$ 285,000	
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Beginning Balance Budget Sweep Contingency			\$ -	
Added to Budget Sweep Contingency			-	
Taken From Budget Sweep			-	
Net Balance of Budget Sweep Contingency Account			\$ -	
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CITY OF TEMPLE
BUDGET AMENDMENTS FOR FY 2019 BUDGET
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COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #7
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Tammy Lyerly, Senior Planner

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING – FY-19-2-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to Single Family Two on 23.901 +/- acres, situated in the Elizabeth Berry Survey, Abstract No. 56, Bell County, Texas, located at the southwest corner of West Nugent Avenue and John Paul Jones Drive.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At its December 17, 2018, meeting the Planning and Zoning Commission voted 8/0 to recommend approval of the requested rezoning from Agricultural (AG) zoning district to Single Family Two (SF-2), per Staff's recommendation.

STAFF RECOMMENDATION: Staff recommends approval of the requested rezoning from Agricultural (AG) District to Single Family-Two (SF-2) District for the following reasons:

1. Compliance with the Future Land Use Plan;
2. Compliance with surrounding zoning and land uses;
3. Compliance with the Thoroughfare Plan; and
4. Compliance with availability of public facilities to serve the subject property

ITEM SUMMARY: The applicant requests this rezoning from Agricultural District (AG) to Single Family Two District (SF-2) to allow single family development on 23.901 acres, located at the southwest corner of West Nugent Avenue and John Paul Jones Drive.

The applicant's requested Single Family Two (SF-2) zoning district permits single-family detached residences and related accessory structures and provides smaller single-family lots. This district may also serve as a transition from Single Family One (SF-1) zoning district to less restrictive or denser residential zoning districts.

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

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

The subject property is within the **Auto-Urban Residential character district** of the *Choices '08* City of Temple Comprehensive Plan. The Auto-Urban Residential land use classification is characterized by smaller single-family lots. It is typically intended to support a range of housing types, from single-family detached dwellings to patio homes and even townhouses. **The applicant's requested Single Family Two (SF-2) zoning district complies with the Auto-Urban Residential character district.**

Thoroughfare Plan (CP Map 5.2) and Temple Trails Master Plan Map and Sidewalk Ordinance

The subject property's north boundary fronts **West Nugent Avenue**, a minor arterial. Since minor arterials are high traffic streets, they are only appropriate for subdivision entrances to local streets within residential developments. **Staff will ensure during the platting process that residential lots will not front on West Nugent Avenue, per Unified Development Code (UDC) Section 8.2.6.E Design Standards -Lot Arrangement.** The subject property's east boundary fronts **John Paul Jones Drive**, a collector. Collectors are common within residential developments. All thoroughfare requirements will be addressed during the platting process.

Temple Trails Master Plan Map and Sidewalks Ordinance

The Temple Trails Master Plan shows a proposed local connector trail along the north side of West Nugent Avenue. The subject property has existing sidewalks along West Nugent Avenue and John Paul Jones Drive, as required by UDC Section 8.2.3.

The developer has been in contact with TISD about potentially partnering to create a hike and bike trail through the neighborhood that connects to Kennedy-Powell Elementary.

Availability of Public Facilities (CP Goal 4.1)

There is an existing eight-inch water line along the south right-of-way of West Nugent Avenue; a six-inch water line near the southeast corner of the subject property at John Paul Jones Drive; and an existing eight-inch water line across John Paul Jones Drive within the south right-of-way of Harrington.

An existing eight-inch sanitary sewer line is located along the west end of the property's south property line. There are existing storm water features along the creek at West Nugent Avenue and John Paul Jones Drive. Drainage will be addressed during the platting process.

PUBLIC NOTICE: Thirty-six notices of the Planning and Zoning Commission public hearing were sent out to property owners within 200-feet of the subject property as required by State law and City Ordinance. As of Thursday, January 8, 2019, five notices have been returned in favor of the proposed rezoning and one notice has been received in opposition to the proposed rezoning.

The newspaper printed notice of the public hearing on December 6, 2018, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable




ATTACHMENTS:

[Site and Surrounding Property Photos](#)
[Maps](#)
[Development Regulation Tables](#)
[Property Owners Response Letters](#)
[P&Z Excerpts \(December 17, 2018\)](#)
[Ordinance](#)

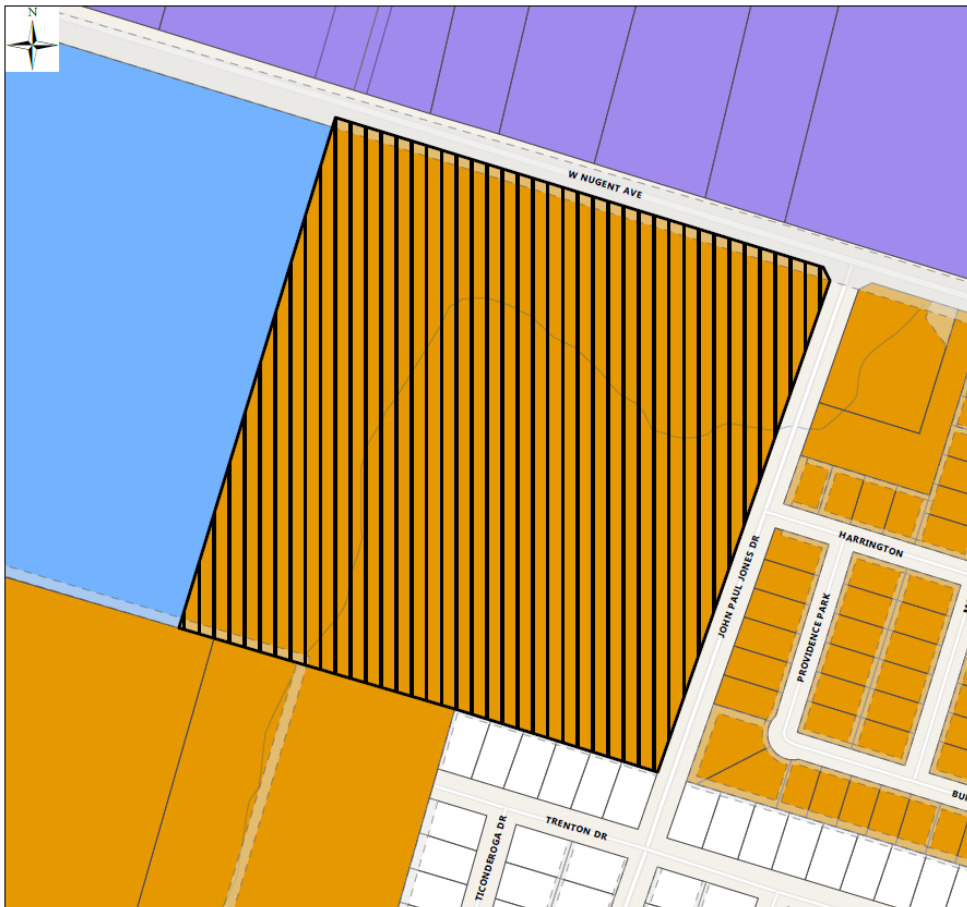
SURROUNDING PROPERTY AND USES:

The following table shows the subject property, existing zoning and current land uses:

Direction	Zoning	Current Land Use	Photo
Subject Property	AG	Undeveloped Land	 <p>View from W Nugent Ave</p>
			 <p>John Paul Jones Dr</p>
			

Direction	Zoning	Current Land Use	Photo
East	SF-2 & O-2	Undeveloped Office Land & Single Family Residential	
			
West	AG	Undeveloped TISD Land	

Direction	Zoning	Current Land Use	Photo
South	AG & MF-2	Undeveloped Land & Single-Family Residential	
			
North	AG	Rural Residential & Agricultural Land	

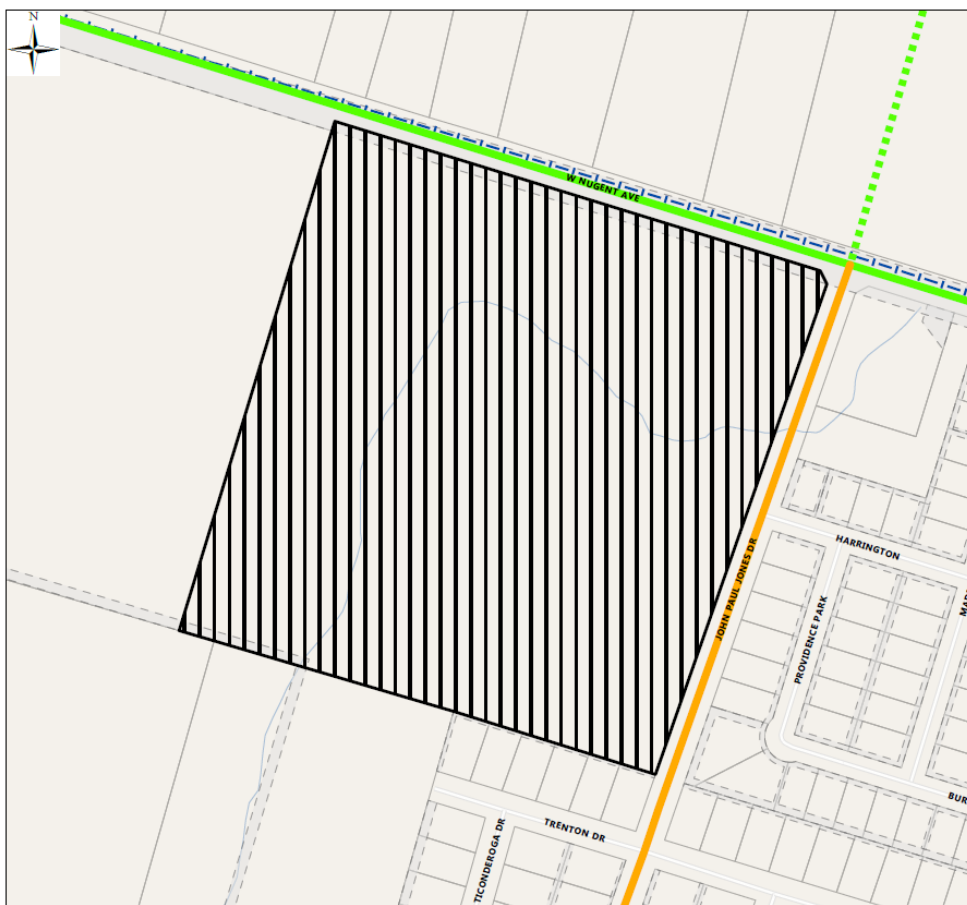


AG To SF-2
FUTURE LAND
USE MAP
Zoning Case :
FY-19-2-ZC
Address :
3201 W Nugent AVE

- Transportation
- EXPRESSWAY
 - MAJOR ARTERIAL
 - COLLECTOR
 - LOCAL STREET
 - MINOR ARTERIAL
 - PRIVATE
 - RAMP
- Parcel Features
- Parcels
 - Future LUP
 - Agricultural/Rural
 - Auto-Urban Commercial
 - Auto-Urban Mixed Use
 - Auto-Urban Multi-Family
 - Auto-Urban Residential
 - Business Park
 - Estate Residential
 - Industrial
 - Neighborhood Conservation
 - Parks & Open Space
 - Public Institutional
 - Suburban Commercial
 - Suburban Residential
 - Temple Medical Education District
 - Urban Center
 - Production.SDE.Easement

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or planning 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: 11/30/2018



AG To SF-2
THOROUGHFARE
AND TRAILS MAP

Zoning Case :
FY-19-2-ZC
Address :
3201 W Nugent AVE

- Parcel Features
- Parcels
 - Thoroughfare Plan
 - Expressway
 - Major Arterial
 - Proposed Major Arterial
 - Minor Arterial
 - Proposed Minor Arterial
 - Collector
 - Proposed Collector
 - EXISTING, COMMUNITY WIDE CONNECTOR
 - EXISTING, LOCAL CONNECTOR
 - PROPOSED, CITY WIDE SPINE
 - PROPOSED, COMMUNITY WIDE CONNECTOR
 - PROPOSED, LOCAL CONNECTOR
 - Production.SDE
 - Trails Master Plan
 - EXISTING, CITY WIDE SPINE

GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or planning 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: 11/30/2018



DEVELOPMENT REGULATIONS: Standards for detached Single Family residential homes in the SF-2 district are:

	SF-2 (Proposed)
Minimum Lot Size	5,000 Square Feet
Minimum Lot Width	50 Feet
Minimum Lot Depth	100 Feet
Front Setback	25 Feet
Side Setback	5 Feet
Side Setback (corner)	15 Feet
Rear Setback	10 Feet
Max Building Height	2 ½ Stories

Although the property is anticipated for development of detached single family residential dwellings, there are a number of other uses allowed in the SF-1 district which, include but are not limited to:

Permitted & Conditional Use Table – Single Family One (SF-2)	
Agricultural Uses	* Farm, Ranch or Orchard
Residential Uses	* Single Family Residence (Detached Only) * Industrialized Housing * Family or Group Home
Retail & Service Uses	* None
Commercial Uses	* None
Industrial Uses	* Temporary Asphalt & Concrete Batching Plat (CUP)
Recreational Uses	* Park or Playground
Educational & Institutional Uses	* Cemetery, Crematorium or Mausoleum (CUP) * Place of Worship * Child Care: Group Day Care (CUP) * Social Service Center (CUP)
Restaurant Uses	* None
Overnight Accommodations	* None
Transportation Uses	* Railroad Track Right-of-Way

Prohibited uses include HUD-Code manufactured homes and land lease communities, most commercial uses and industrial uses.

Surrounding Property & Uses			
<u>Direction</u>	<u>Future Land Use Map</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Auto-Urban Residential	AG	Undeveloped Land
North	Business Park	AG	Agricultural & Rural Residential
South	Auto-Urban Residential and Neighborhood Conservation	AG & MF-2	Undeveloped Land & Single Family Residential,
East	Auto-Urban Residential	SF-2 & O-2	Single Family Residential & Undeveloped Office Land
West	Public Institutional	AG	Undeveloped TISD Land

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

:

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

CP = Comprehensive Plan STP = Sidewalk and Trails Plan



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

129197
TOMASEK, HENRY O & SARA JO
2616 W ADAMS AVE
TEMPLE, TX 76504-3927



Zoning Application Number: FY-19-2-ZC

Case Manager: Tammy Lyerly

Location: At the Southwest corner of West Nugent Avenue and John Paul Jones Drive

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:

Henry O. Tomasek
Signature

Henry O. Tomasek
Print Name

(Optional)

Provide email and/or phone number if you want Staff to contact you

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tllyerly@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **January 17, 2019**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 36

Date Mailed: December 6, 2018

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**

344701
ALMAN, ANTHONY P
3108 HARRINGTON
TEMPLE, TX 76502

Zoning Application Number: FY-19-2-ZC

Case Manager: Tammy Lyerly

Location: At the Southwest corner of West Nugent Avenue and John Paul Jones Drive

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

Anthony Paul Alman
Print Name

Provide email and/or phone number if you want Staff to contact you (Optional)

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tylerly@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **January 17, 2019**.

**City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501**

Number of Notices Mailed: 36

Date Mailed: December 6, 2018

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**

17714
BANDAS, JOHN H & CAROL J BANDAS
917 JOHN PAUL JONES DR
TEMPLE, TX 76504-7917

Zoning Application Number: FY-19-2-ZC

Case Manager: Tammy Lyerly

Location: At the Southwest corner of West Nugent Avenue and John Paul Jones Drive

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:

This will be a welcome addition. In its native
state it can be a fire hazard. It burned one time
about 2002.

John H. Bandas
Signature

John H. Bandas
Print Name

(Optional)

Provide email and/or phone number if you want Staff to contact you

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tylerly@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **January 17, 2019**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

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Date Mailed: December 6, 2018

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**

69002
TEJAS OSO LTD
PO BOX 1404
TEMPLE, TX 76503-1404

RECEIVED
DEC 12 2018
CITY OF TEMPLE
PLANNING & DEVELOPMENT

Zoning Application Number: FY-19-2-ZC

Case Manager: Tammy Lyerly

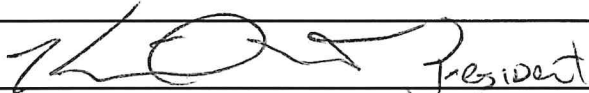
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I ☒ agree

() disagree with this request

Comments:


Signature, President

Kenneth L Motter
Print Name

(Optional)

Provide email and/or phone number if you want Staff to contact you

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tylerly@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **January 17, 2019**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

Number of Notices Mailed: 36

Date Mailed: December 6, 2018

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**

409425
TEJAS OSO LTD
PO BOX 1404
TEMPLE, TX 76503-1404

RECEIVED
DEC 12 2018
CITY OF TEMPLE
PLANNING & DEVELOPMENT

Zoning Application Number: FY-19-2-ZC

Case Manager: Tammy Lyerly

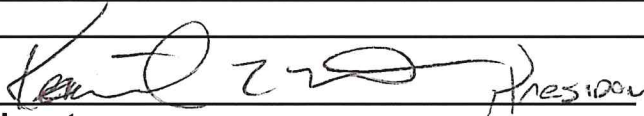
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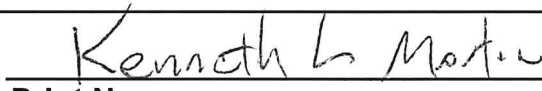
I ☒ agree

() disagree with this request

Comments:



Signature



Print Name

(Optional)

Provide email and/or phone number if you want Staff to contact you

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2 North Main Street, Suite 102
Temple, Texas 76501

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Date Mailed: December 6, 2018

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

92413
PERPETUAL PROPERTIES INC
245 MILL DAM RD
COMFORT, TX 78013-2809

Zoning Application Number: FY-19-2-ZC

Case Manager: Tammy Lyerly

Location: At the Southwest corner of West Nugent Avenue and John Paul Jones Drive

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

(Optional)

Provide email and/or phone number if you want Staff to contact you

If you would like to submit a response, please email a scanned version of this completed form to the Case Manager referenced above, tylerly@templetx.gov or mail or hand-deliver this comment form to the address below, no later than **January 17, 2019**.

**City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501**

Number of Notices Mailed: 36

Date Mailed: December 6, 2018

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 17, 2018**

ACTION ITEMS

Item 2: FY-19-2-ZC - Hold a public hearing to discuss and recommend action for a rezoning from Agricultural (AG) zoning district to Single Family Two (SF-2) on 23.901 +/- acres, situated in the Elizabeth Berry Survey, Abstract No. 56, Bell County, Texas, located at the southwest corner of West Nugent Avenue and John Paul Jones Drive.

Ms. Tammy Lyerly, Senior Planner, stated this rezoning is scheduled to go forward to City Council for first reading on January 17, 2019 and second reading on February 7, 2019.

Subject property aerial map shown.

The Zoning map is shown, and subject property is found in compliance and compatible with surrounding zoning and uses.

The Future Land Use Map is shown, and the subject property is found in compliance with the Single-Family Two (SF-2) zoning district.

The Thoroughfare map is shown and is found in compliance. Developer has been in contact with Temple Independent School District in potentially partnering to create a hike and bike trail.

The existing water and sewer map is shown with eight-inch water lines within street rights-of-way (ROW) and an existing six-inch line near southeast corner of property. An existing eight-inch sewer line along the west end of rear property line, and within John Paul Jones Drive ROW.

On-site and surrounding property photos are shown.

Permitted and Conditional Use Table for SF-2 land uses shown.

Development Standards SF-2 Table shown.

Compliance Summary chart is shown, and all criteria are found to be in compliance.

Thirty-six notices were mailed in accordance with all state and local regulations with five responses returned in agreement and one response returned in disagreement.

Staff recommends approval of the request for a rezoning from Agricultural District (AG) to SF-2.

Chair Langley opened the public hearing.

There being no speakers, the public hearing was closed.

Vice-Chair Ward made a motion to approve Item 2, **FY-19-2-ZC**, per staff recommendation, and Commissioner Fettig made a second.

Motion passed: (8:0)

Commissioner Jeanes absent.

DRAFT

ORDINANCE NO. 2019-4950
(FY-19-2-ZC)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL ZONING DISTRICT TO SINGLE FAMILY TWO ZONING DISTRICT ON APPROXIMATELY 23.901 ACRES, SITUATED IN THE ELIZABETH BERRY SURVEY, ABSTRACT NO. 56, BELL COUNTY, TEXAS, LOCATED AT THE SOUTHWEST CORNER OF WEST NUGENT AVENUE AND JOHN PAUL JONES DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a rezoning from Agricultural zoning district to Single Family Two zoning district on approximately 23.901 acres, situated in the Elizabeth Berry Survey, Abstract No. 56, Bell County, Texas, located at the southwest corner of West Nugent Avenue and John Paul Jones Drive, as outlined in the map attached hereto as Exhibit ‘A,’ and made a part hereof for all purposes.

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 **17th** day of **January**, 2019.

PASSED AND APPROVED on Second Reading on the **7th** day of **February**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #8
Regular Agenda
Page 1 of 3

DEPT. / DIVISION SUBMISSION REVIEW:

Mark Baker, Principal Planner

ITEM DESCRIPTION: FIRST READING - PUBLIC HEARING - FY-19-3-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural zoning district to General Retail zoning district on 3.31 +/- acres, situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, located along the east side of State Highway 317, addressed as 6521 State Highway 317.

STAFF RECOMMENDATION: Staff recommends approval for a rezoning from AG to GR district for the following reasons:

1. The proposed GR zoning is compatible with surrounding zoning, existing and anticipated uses as well as future growth trends in the area;
2. The proposal is in compliance with the Thoroughfare Plan; and
3. Public facilities are available to serve the subject property.

PLANNING & ZONING COMMISSION RECOMENDATION: At their December 17, 2018 meeting, The Planning & Zoning Commission voted 8 to 0 to recommend approval per staff's recommendation.

ITEM SUMMARY: The applicant/ owner (New American Dream Ltd.) requests rezoning of 3.31 +/- acres from Agricultural (AG) zoning district to General Retail (GR) zoning district. The subject property is currently unplatted and developed with a mixture of residential and non-residential uses of an undetermined nature.

While no end-user has been identified by the owner, the property is proposed to be developed with non-residential uses. There are a number of residential and non-residential uses that are permitted by-right or with a conditional use permit (CUP). A comparison between the existing and proposed zoning districts, is shown in the attached table.

TRAFFIC IMPACTS: Although the property fronts along State Highway 317 (SH 317), the lack of a median break fronting the property may generate some additional traffic concerns. Turning movements into the property will be limited to right-in and right-out. A table showing some of the higher trip-generating uses allowed in GR has been attached.

COMPREHENSIVE PLAN (CP) COMPLIANCE: Compliance to goals, objectives or maps of the Comprehensive Plan and Sidewalk and Trails Plan are summarized by the attached Comprehensive Plan Compliance table but further described below:

Future Land Use Map (CP Map 3.1)

The subject property is within the Suburban Commercial Future Land Use Map (FLUM) designation. The Suburban Commercial designation is appropriate for office and retail service uses and while it supports Office 1 (O-1), Office 2 (O-2) and Neighborhood Service (NS) zoning designations, the GR designation is considered on a case by case basis. In addition, the Suburban Commercial designation can be found to be appropriate for office and retail service uses adjacent to residential neighborhoods as well as high profile corridors.

Thoroughfare Plan (CP Map 5.2)

The subject property takes access from State Highway 317 (SH 317), a major arterial street. TxDOT improvements are substantially complete with direct property access driveways in place. The state was notified of the proposed rezoning and no comments have been received. TxDOT improvements include a 10-foot sidewalk on the east side of SH 317.

Availability of Public Facilities (CP Goal 4.1)

Sewer is available through extension of either of two eight-inch sewer lines in the Village of Sage Meadows subdivision to the east. Water is available from an eight-inch water main at the south east corner of the property.

Temple Trails Master Plan Map and Sidewalks Ordinance

A proposed local connector trail is shown on the Trails Master Plan. SH 317, as an arterial requires a six-foot sidewalk. Compliance with the Trails Master Plan and sidewalks has been addressed by the upsized sidewalk from six-feet to 10-feet, which was put into place by TxDOT widening improvements along SH 317.

SUBDIVISION PLAT: A subdivision plat will be required prior to the development of this property. The plat will address connection to public facilities. Since the property frontage has been recently improved by a state highway improvement project, an eight-foot wide sidewalk has been provided and any needed right-of-way is not anticipated.

DEVELOPMENT REGULATIONS: The attached tables compare and contrast, the current development standards for AG with the proposed GR standards as provided for in UDC Sections 4.2, 4.5 and 4.5.1.

PUBLIC NOTICE: Eighteen notices, were sent to property owners within 200-feet of the subject property containing notice of the public hearing as required by State law and City Ordinance. As of Tuesday, January 8, 2019 at 9:00 AM, one notice in agreement and one notice in disagreement have been received.

The newspaper printed notice of the public hearing on December 6, 2018, in accordance with state law and local ordinance.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

Boundary Map (Exhibit A)

Photos

Tables

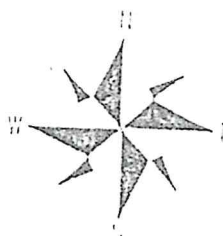
Maps

Returned Property Notices

P&Z Excepts (December 17, 2018)

Ordinance

SURVEY PLAT FOR 3.31 ACRES BALDWIN ROBERTSON SURVEY ABSTRACT 17 BELL COUNTY, TEXAS



GRID BEARINGS
TEXAS CENTRAL ZONE
STATE PLANE COORDINATE SYSTEM - NAD 83
CONVERSION ANGLE = +1° 29' 14"
(DIRECTIONAL CONTROL - EAST ROW OF HWY 317)

METES AND BOUNDS DESCRIPTION 3.31 ACRES

Being a 3.31 acre tract of land situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, being all of the tract of land conveyed to Earl A. Crone and wife Florence Crone in Volume 794, Page 147, Deed Records of Bell County, Texas and all of a tract of land conveyed to Earl A. Crone in Volume 1415, Page 411, Deed Records of said county and described as follows:

Beginning at a 1/2" iron rod set at the northwest corner of FIRST TRACT described in Volume 794, Page 147, on the east right of way of F.M. Highway 317 as conveyed in Volume 451, Page 9, Deed Records of said county, and located S 17° 10' 29" E - 250.00' from a 1/2" iron rod found at the northwest corner of the T.L. Hoherd tract conveyed in Volume 661, Page 495;

Thence S 72° 49' 31" E - 448.30', along the boundary of said Hoherd tract (Vol. 661, Pg. 495), to a 1/2" iron rod set for a corner;

Thence S 17° 10' 29" W - 230.00', along the boundary of said Hoherd tract, to a 1/2" iron rod set on the north line of the T.L. Hoherd tract conveyed in Volume 763, Page 406, Deed Records of said county;

Thence N 72° 49' 31" W - 31.10', along said Hoherd tract, to a 1/2" iron rod set for a corner;

Thence S 17° 10' 29" W - 108.60', along said Hoherd tract, to a 1/2" iron rod set at the northeast corner of the Swen M. Crone tract conveyed in Volume 3259, Page 353, Official Public Records of Real Property of Bell County, Texas;

Thence N 72° 49' 31" W - 357.20', along the boundary of the said Swen Crone tract, to a 1/2" iron rod set for a corner;

Thence N 17° 10' 29" E - 70.00', along the said Swen Crone tract, to a 1/2" iron rod set for a corner;

Thence N 72° 49' 31" W - 60.00', along the said Swen Crone tract, to a 1/2" iron rod set on the east right of way of F.M. Highway 317;

Thence N 17° 10' 29" E - 268.00', along said right of way, to the Point of Beginning, containing 3.31 acres of land.

FM HIGHWAY 317
(ROW VOL. 451, PG. 9)

EARL A. CRONE VOL. 1415, PG. 411

EARL A. CRONE AND WIFE, FLORENCE CRONE VOL. 734, PG. 147

GR. DR.
CH. ELEC. LINES

SWEN M. CRONE VOL. 3259, PG. 353

CENTRAL TOPOGRAPHIC SERVICE

RONALD E. OWINGS, RPLS
P.O. BOX 1801, BELTON, TEXAS 76513
254-933-3700 FAX 254-939-3931

ADDRESS: 6521 NORTH HIGHWAY 317
BUYER: NAD LTD.
LENDER: DATA NOT PROVIDED
TITLE CO: CENTRAL AND TITLE CO.
OF NO: 66130226
DATE OF LAST REVISION: _____
SCALE: 1" = 50'
DATE: MAR 19, 2004
FILE NO: 17398

THIS SURVEY WAS MADE ON THE GROUND. THERE IS NO
VISIBLE EVIDENCE OF ENCUMBRANCES OR CONFLICTS,
EXCEPT AS SHOWN HEREON.

RONALD E. OWINGS
COPYRIGHT BY: RONALD E. OWINGS

Site & Surrounding Property Photos



Site (Front): Unoccupied Building (Arrow) (AG)



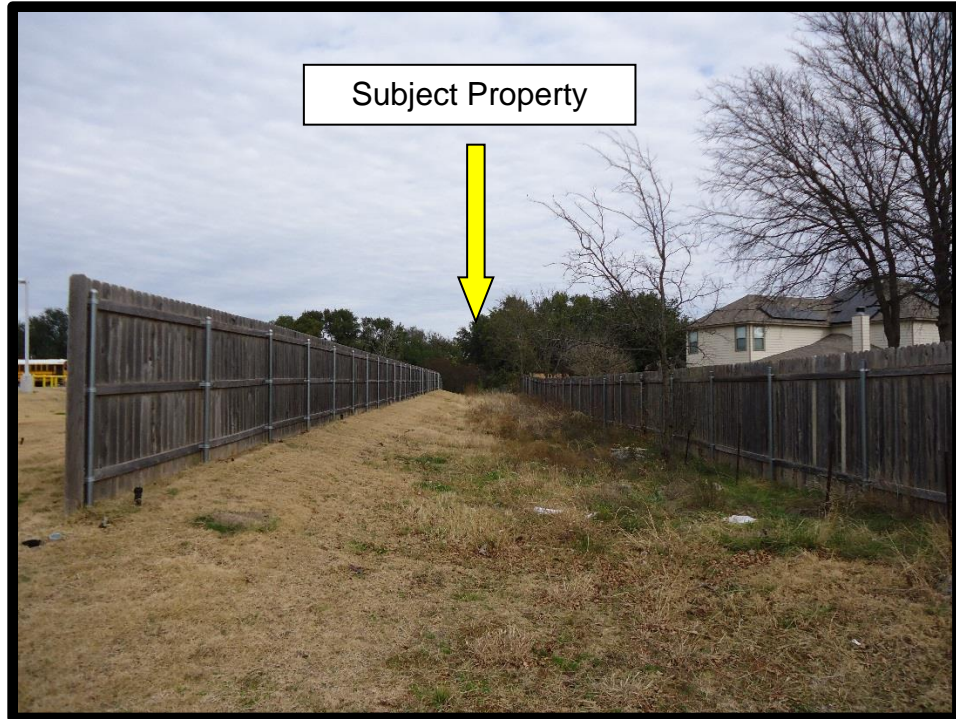
Site (Rear): Unoccupied Buildings (AG)



South – Stripes Convenience Store (GR)



**East – Aerial Image (Google Maps)
Property Boundary in RED is approximate
Single Family Residential Uses
Village at Sage Meadows subdivision (SF-2)**



**East – Rear of adjacent Stripes' Property and Residential uses to the east
Single Family Residential Uses
Village at Sage Meadows subdivision (SF-2)**



North – Undeveloped (GR)



West – Undeveloped – Looking across SH 317 (AG)

Tables

**Permitted & Conditional Uses Table
Comparison between AG & GR**

Use Type	Agricultural (AG)	General Retail (GR)
Agricultural Uses	Farm, Ranch or Orchard	Same as AG
Residential Uses	Single Family Residence (Detached & Attached) Industrialized Housing Family or Group Home Home for the Aged (CUP)	Same as AG Duplex Townhouse Home for the Aged (No CUP)
Retail & Service Uses	None	Most Retail & Service Uses Alcoholic Beverage Sales, off-premise consumption, package Store (CUP)
Commercial Uses	None	Plumbing Shop Upholstery Shop Kennel without Veterinary Hospital (CUP) Indoor Flea Market
Industrial Uses	Temporary Asphalt & Concrete Batching Plat (CUP)	Temporary Asphalt & Concrete Batching Plat (CUP) Laboratory, medical, dental, scientific or research Recycling collection location
Recreational Uses	None	Park or Playground Beer & Wine (On Premise Consumption) < 75%
Educational & Institutional Uses	Cemetery (CUP) Place of Worship Social Svc. Shelter (CUP) Child Care (CUP)	Same as AG Child Care (No CUP) Hospital
Vehicle Service Uses	None	Auto Leasing, Rental Auto Sales - New & Used (Outside Lot) Car Wash Vehicle Servicing (Minor)
Restaurant Uses	None	With & Without Drive-In
Overnight Accommodations	RV Park (CUP)	Hotel or Motel
Transportation Uses	Emergency Vehicle Service (CUP) Helistop (CUP)	Same as AG (No CUP)

Surrounding Property Uses

	Surrounding Property & Uses		
<u>Direction</u>	<u>FLUP</u>	<u>Zoning</u>	<u>Current Land Use</u>
Site	Suburban Commercial	AG	Undeveloped
North	Suburban Commercial	GR	Undeveloped
South	Suburban Commercial	GR & AG	Stripes Convenience Store
East	Suburban Commercial	SF-2	SF Residential Uses (Village at Sage Meadows)
West	Suburban Commercial	AG	Undeveloped

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	YES
CP	Goal 4.1 - Growth and development patterns should be consistent with the City's infrastructure and public service capacities	YES
STP	Temple Trails Master Plan Map and Sidewalks Ordinance	YES
CP = Comprehensive Plan STP = Sidewalk and Trails Plan		

Dimensional Standards

	<u>Current (AG) Residential</u>	<u>Proposed (GR) Non-Res</u>
Minimum Lot Size	1 Acre	N/A
Minimum Lot Width	100 Feet	N/A
Minimum Lot Depth	150 Feet	N/A
Front Setback	50 Feet	15 Feet
Side Setback	15 Feet	10 Feet
Side Setback (corner)	15 Feet	10 Feet
Rear Setback	10 Feet	❖ 10 Feet
Max Building Height	3 Stories	3 Stories

- ❖ 10' rear setback (Non-residential use abuts a residential zoning district or use - UDC Section 4.4.4.F3)

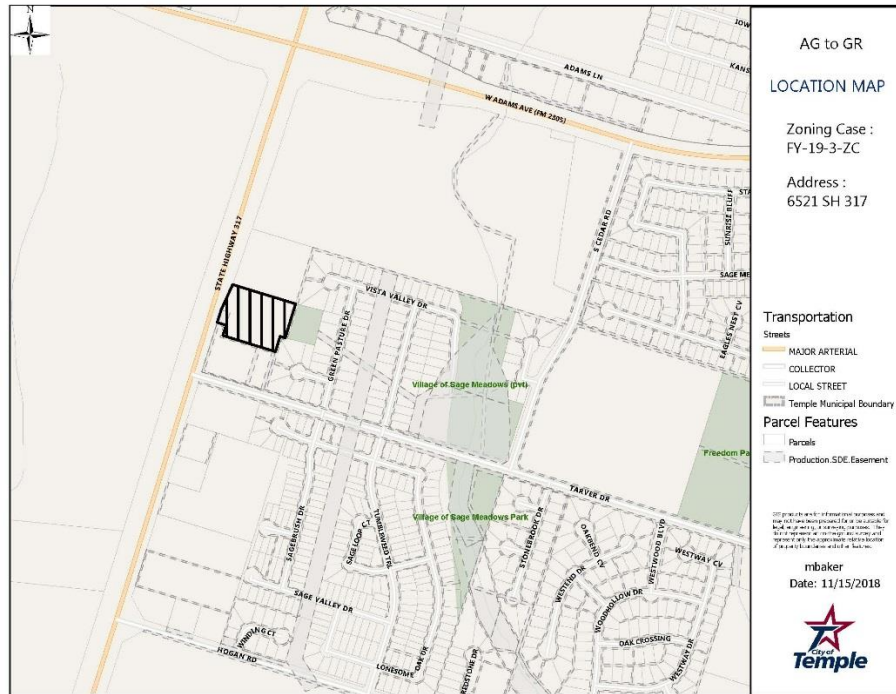
General provisions for buffering and screening for non-residential uses adjacent to residential uses are found in UDC Section 7.7, highlighted provisions include but not limited to:

- * Landscaping or solid fencing from 6 to 8 feet in height (UDC Section 7.7.4),
- * Refuse containers located in the side or rear of the property (UDC Section 7.7.6), and
- * Screened outdoor storage (UDC Section 7.7.8.B1).

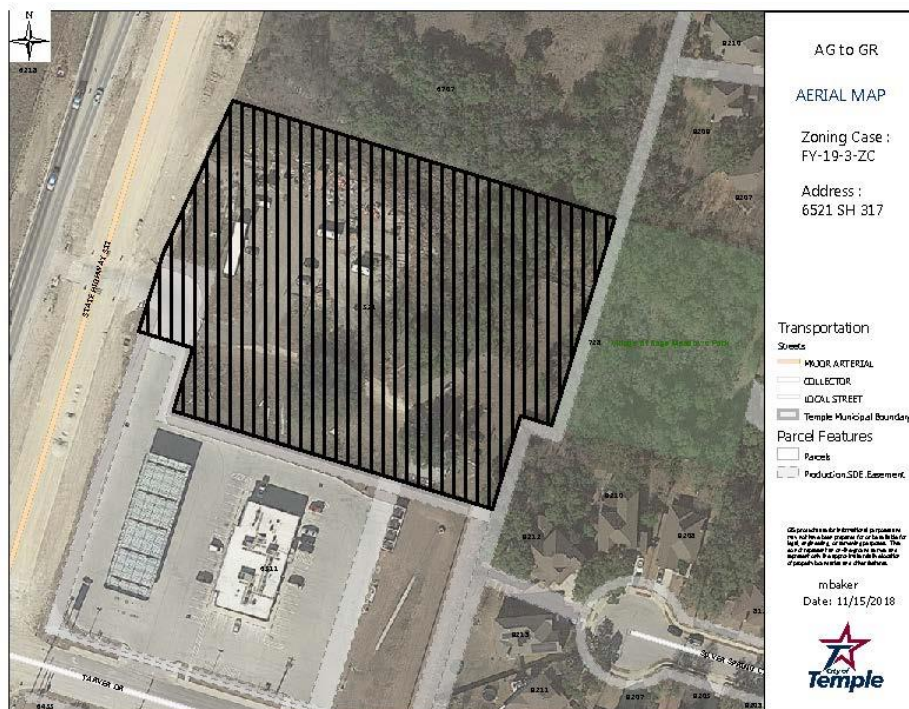
**Traffic Count Information
Select - GR Permitted & Conditional Uses**

Peak Hour Trip Rates Table (9th Ed. ITE Manual)	
Use	Peak Hour Trip Rate
Single Family (Detached) Residence	1.00 (per Dwelling Unit)
Townhouse	0.52 (per Dwelling Unit)
Assisted Living Facility	0.22 (per Bed)
Congregate Care	0.17 (per Dwelling Unit)
General Office Building	1.49 (per 1,000 S.F.)
Hair Salon	1.93 (per 1,000 S.F.)
Gasoline Service Station / with Convenience Store & Fuel Pumps	13.51 (per Fueling Station)
Gasoline Service Station / Convenience Store / Fuel Pumps / Car Wash	13.94 (per Fueling Station)
Fast Food Restaurant (No Drive-Thru)	26.15 (per 1,000 S.F.)
Restaurant w/ Drive Thru	33.84 (per 1,000 S.F.)
Restaurant (Sit Down)	11.15 (per 1,000 S.F.)
Bank	12.13 (per 1,000 S.F.)
Variety Store	6.82 (per 1,000 S.F.)
Free Standing Discount Store	4.98 (per 1,000 S.F.)
Arts & Crafts Store	6.21 (per 1,000 S.F.)
Hotel	0.60 (per Room)
Motel	0.47 (per Room)
Bar (CUP)	11.34 (per 1,000 S.F.)

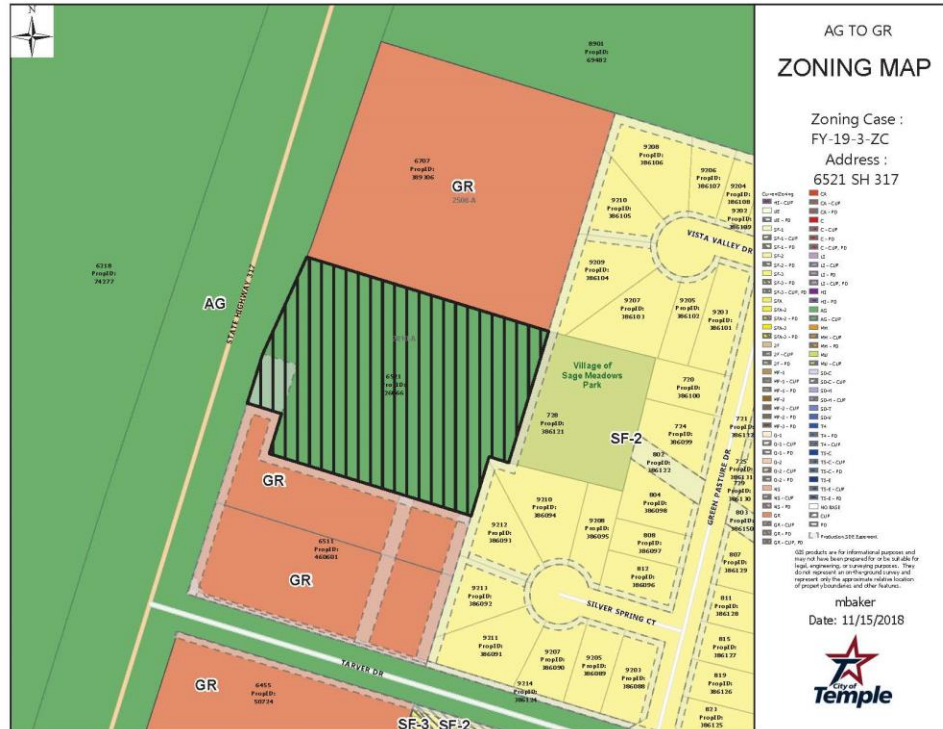
Maps



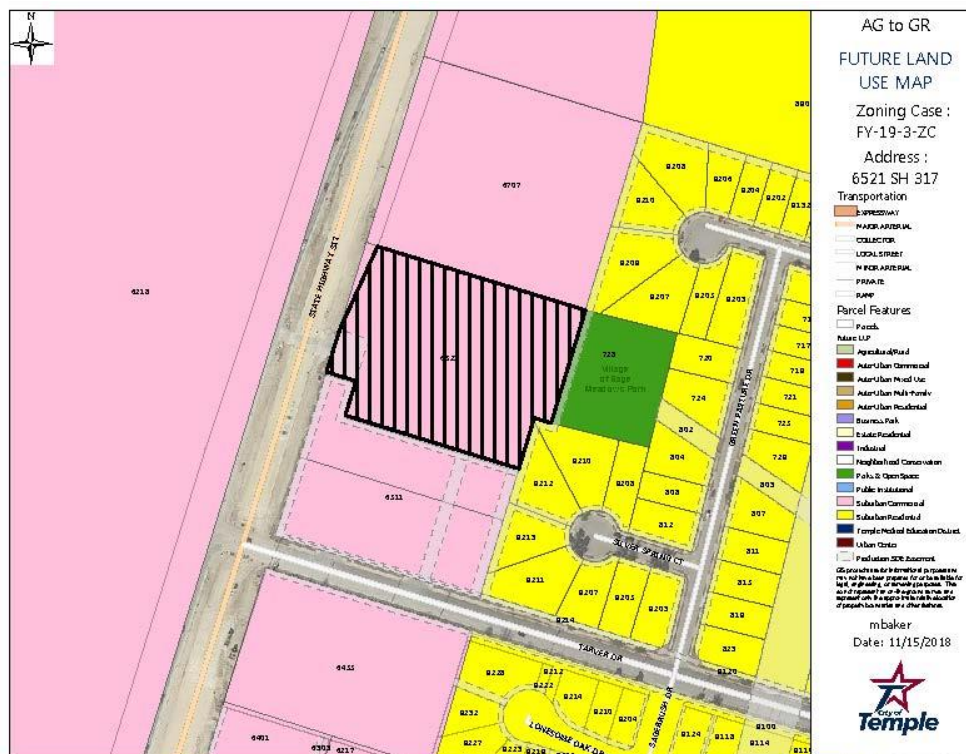
Location Map



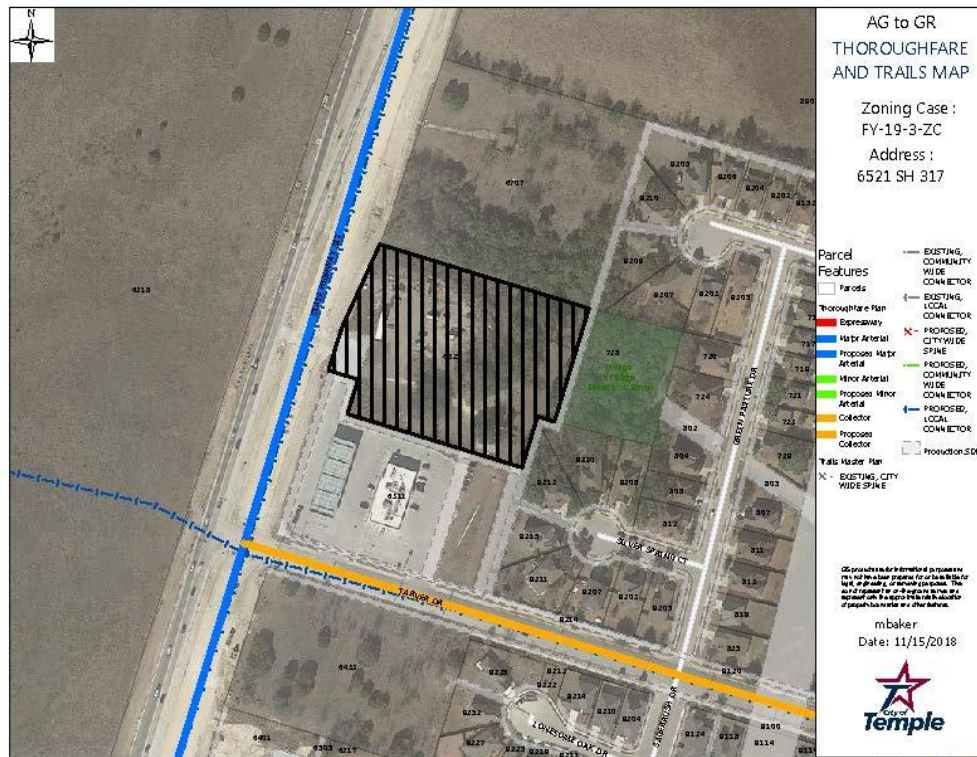
Aerial Map



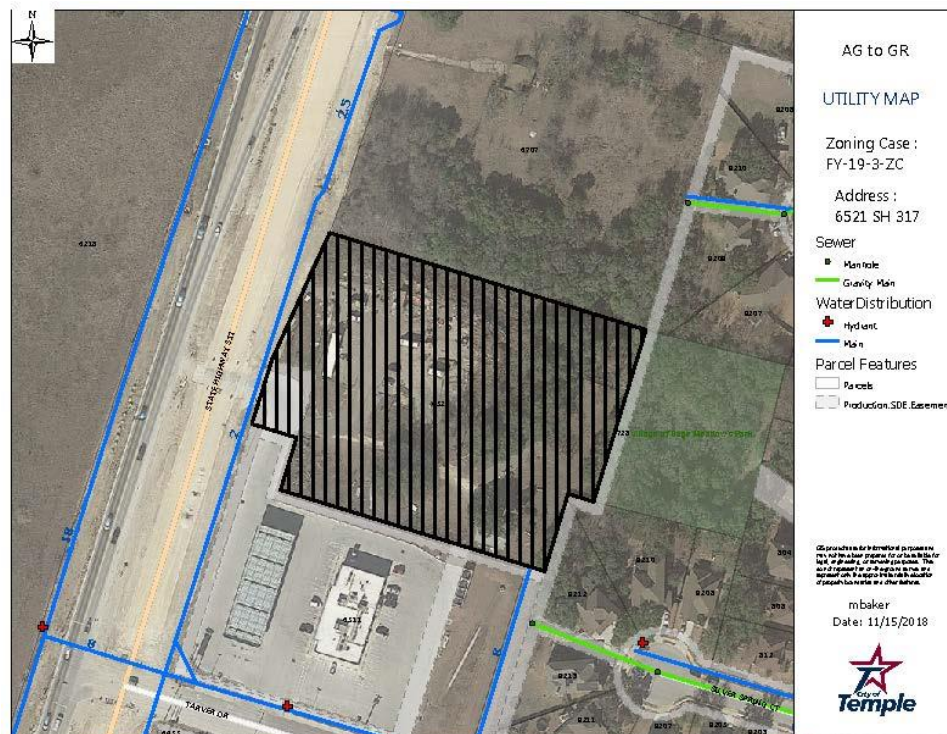
Zoning Map



Future Land Use Map



Thoroughfare & Trails Map



Utility Map



Notification Map



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

26066
NEW AMERICAN DREAM LTD
8702 ADAMS LN
TEMPLE, TX 76502

Zoning Application Number: FY-19-3-ZC

Case Manager: Mark Baker

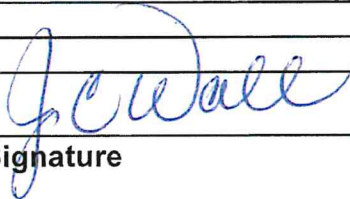
Location: 6521 State Highway 317

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

J.C. WALL

Print Name

(Optional)

Provide email and/or phone number if you want Staff to contact you

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 17, 2018**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

RECEIVED
DEC 11 2018
CITY OF TEMPLE
PLANNING & DEVELOPMENT

Number of Notices Mailed: 18

Date Mailed: December 5, 2018

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

386100
GARCIA, MATTHEW C ETUX TEAL
1410 LIMESTONE WAY
ELGIN, OK 73538-1401

Zoning Application Number: FY-19-3-ZC

Case Manager: Mark Baker

Location: 6521 State Highway 317

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:

We enjoy the fact that there is undeveloped land behind our home. One of the reasons we chose to buy there was because we were told that area would never be built on.

Signature

Teal Garcia

Print Name

Teal Garcia

email: TealGreen1985@yahoo.com phone: 254-563-9814 (Optional)

Provide email and/or phone number if you want Staff to contact you

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 17, 2018**.

City of Temple
Planning Department
2 North Main Street, Suite 102
Temple, Texas 76501

RECEIVED

DEC 17 2018

CITY OF TEMPLE
PLANNING & DEVELOPMENT

Number of Notices Mailed: 18

Date Mailed: December 5, 2018

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 17, 2018**

ACTION ITEMS

Item 3: FY-19-3-ZC - Hold a public hearing to discuss and recommend action for a rezoning from Agricultural (AG) zoning district to General Retail (GR) zoning district on 3.31 +/- acres, situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, located along the east side of State Highway 317, addressed as 6521 State Highway 317.

Mr. Mark Baker, Principal Planner, stated this rezoning is scheduled to go forward to City Council for first reading on January 17, 2019 and second reading on February 7, 2019.

The property location map is shown. No use has been identified by the developer, and any future development requires a subdivision plat.

The Zoning Map is shown and is found in compliance with the General Retail (GR) district.

The Future Land Use Map is shown and is found in compliance with GR zoning and uses at this location.

The existing water and sewer map is shown with two-inch water lines along State Highway 317 and six-inch sewer lines in the Sage Meadows Subdivision. Any extension requirements will be addressed at the time of platting.

The Thoroughfare Plan and Trails map is shown, and the Texas Department of Transportation (TXDOT) improvements are in-place and include a 10-foot sidewalk on the east side of State Highway 317.

On-site and surrounding property photos are shown.

Agricultural and GR zoning use comparison charts are shown.

According to Unified Development Code (UDC) Section 7.7.4, buffering may consist of:

- Evergreen hedges composed of five-gallon plants or larger, with a planted height of six-feet on 36-inch centers,
- 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.

Continuous buffering and screening is required along the common boundary between non-residential and an agricultural or residential zoning district or use.

Eighteen notices were mailed in accordance with all state and local regulations with one notice response returned in agreement and one response returned in disagreement.

Compliance Summary chart is shown, and all criteria are found to be in compliance.

Staff recommends approval of the request for a rezoning from AG District to GR District.

Chair Langley opened the public hearing.

There being no speakers, the public hearing was closed.

Commissioner Armstrong made a motion to approve Item 3, **FY-19-3-ZC**, per staff recommendation, and Commissioner Marshall made a second.

Motion passed: (8:0)

Commissioner Jeanes absent.

ORDINANCE NO. 2019-4951
(FY-19-3-ZC)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL ZONING DISTRICT TO GENERAL RETAIL ZONING DISTRICT ON APPROXIMATELY 3.31 ACRES, SITUATED IN THE BALDWIN ROBERTSON SURVEY, ABSTRACT 17, BELL COUNTY, TEXAS, LOCATED ALONG THE EAST SIDE OF STATE HIGHWAY 317, ADDRESSED AS 6521 STATE HIGHWAY 317; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

Part 1: The City Council approves a rezoning from Agricultural zoning district to General Retail zoning district on approximately 3.31 acres, situated in the Baldwin Robertson Survey, Abstract 17, Bell County, Texas, located along the east side of State Highway 317, addressed as 6521 State Highway 317, as outlined in the map attached hereto as Exhibit ‘A,’ 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.

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 **17th** day of **January**, 2019.

PASSED AND APPROVED on Second Reading on the **7th** day of **February**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #9
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Mitch Randles, Fire Chief

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING – Consider adopting an ordinance authorizing a five-year franchise with City Ambulance Service to provide non-emergency ambulance transfer services within the City.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance as presented in item description.

ITEM SUMMARY: City Ambulance Service (“City Ambulance”) has requested to provide non-emergency ambulance transfer services within the City. Pursuant to Chapter 5 of the City’s Code of Ordinances, City Ambulance must first be granted a franchise to provide those services within the City.

City Ambulance has submitted the necessary paperwork requesting the franchise. City Ambulance will operate its non-emergency ambulance transfer services from its offices at 1850 Scott Boulevard in Temple. Two ambulances will be operated under the proposed franchise. City Ambulance has provided proof of insurance as required by Chapter 5.

In accordance with Chapter 5 and if Council authorizes the franchise, the length of the franchise will be for five years beginning 31 days after the franchise ordinance is approved and ending on September 30th of the 5th year.

FISCAL IMPACT: By ordinance, The City receives a 3.5% franchise fee from the total amount billed for non-emergency ambulance service fees and other income derived from the operation of non-emergency ambulance service within the City.

The City collected \$98,216 in FY 2018 for ambulatory franchise fee revenue. The FY 2019 ambulatory franchise fee revenue for all franchisees is budgeted at \$85,000 and will be recognized in account 110-0000-413-0936.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 2019-4952

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, GRANTING TO CITY AMBULANCE SERVICE, A NON-EXCLUSIVE FRANCHISE FOR FIVE YEARS TO OPERATE AND MAINTAIN A NON-EMERGENCY AMBULANCE TRANSFER SERVICE UPON THE PUBLIC STREETS AND HIGHWAYS OF THE CITY OF TEMPLE, TEXAS PURSUANT TO THE PROVISIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CHARTER OF THE CITY OF TEMPLE, AND CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF TEMPLE, TEXAS; DECLARING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Article III, Chapter 5 of the City Code, requires that a person or persons desiring to provide non-emergency ambulance transfer services on the streets of the City of Temple obtain a franchise, under conditions set out therein;

Whereas, City Ambulance Service (“City Ambulance”) has requested to provide non-emergency ambulance transfer services within the City of Temple;

Whereas, City Ambulance has submitted the necessary paperwork requesting the franchise and will operate non-emergency transfer services from its offices at 1850 Scott Boulevard in Temple - City Ambulance has provided proof of insurance and will provide bonding as required by Chapter 5;

Whereas, in accordance with Chapter 5, the length of the franchise will be for five years beginning 31 days after the franchise Ordinance is approved and ending on September 30th of the 5th year;

Whereas, the City will receive a franchise fee of three and one-half (3 ½%) of the total amount billed for ambulance service fees and other income derived from the operation of the ambulance service within the City from City Ambulance, in return for the right to use the public streets and rights of way for non-emergency ambulance transfer service;

Whereas, the 3.5% franchise fee collected will be recognized in Account No. 110-0000-413-0936; and

Whereas, City Ambulance has established to the satisfaction of the City Council by clear, cogent and convincing evidence that public convenience and necessity will be served by the granting of said franchise.

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: A non-exclusive franchise is granted to City Ambulance Service, pursuant to Chapter 5 of the Code of Ordinances of the City of Temple, as amended, and the Charter of the City of Temple, as provided herein.

Part 3: Definitions.

As used in this Ordinance, the following words and phrases shall have the meaning ascribed in this section:

(a) ***City*** shall mean the City of Temple, a municipal corporation of the State of Texas, situated in Bell County; the words *in the City* or any similar reference to the territorial limits of the City of Temple, Texas, shall mean the area within the corporate limits of the City of Temple, Texas, as they now exist or as they may hereafter be lawfully modified or extended.

(b) ***Company, Transfer Service Franchise Holder***, as used herein, unless the context clearly indicates otherwise, shall mean City Ambulance Service, or its legally approved successors and assigns.

(c) ***Ambulance*** or ***Transfer Service*** shall mean any motor vehicle used, designed, redesigned or constructed and equipped for the transportation of sick or injured persons, which vehicles for the purposes of this ordinance shall be of the classification of basic life support vehicle or higher, according to the definitions and standards of the City of Temple, Texas or the Bureau of Emergency Management of the Texas Department of Health.

(d) ***Non-Emergency Ambulance Transfer Service*** means the operation of a service to transport patients for non-emergency, previously scheduled, medical treatment from a point originating and terminating within the City limits. The transport of a patient for unscheduled medical treatment or evaluation at an emergency room at a hospital or facility providing emergency medical care is not a non-emergency ambulance transfer service, but is rather the provision of emergency medical services.

(e) ***Emergency*** is any circumstance that calls for an immediate action and which the element of time in transporting the sick, wounded or injured for medical treatment at an emergency room or a facility providing emergency medical care is or may be essential to the health or life of any person.

(f) All other words, terms or phrases shall have the meaning assigned to them by Chapter 5 of the City Code, to the extent that such words, terms or phrases have not been assigned other meanings by Chapter 773 of the Texas Health and Safety Code; as amended, or the regulations of the Bureau of Emergency Management of the Texas Department of Health, in which case those assigned meanings shall prevail. In the absence of an assigned meaning by the above-referenced ordinance, statute, or regulations of the Bureau, the meanings of such words, terms and phrases

shall have the ordinary meanings applied at law generally or by common usage in the English language.

Part 4: Notice and Extent of Grant.

The City grants the non-exclusive right and authority to operate and maintain ambulances solely for non-emergency ambulance transfer service of persons upon the public streets and highways of the City of Temple, Texas, for a term ending on **September 30, 2024**, to Company in consideration of the payment of a franchise fee as provided in Part 6 of this ordinance.

Part 5: Standards and Requirements for Personnel, Vehicles and Equipment.

The Company shall comply with all standards and requirements for personnel, vehicles and equipment as enumerated in Chapter 5 of the Code of Ordinances of the City of Temple.

Part 6: Payment to the City Required; Franchise Fee.

(a) The transfer service franchise holder shall, during the life of said franchise, pay to the City of Temple at the Office of the Director of Finance in lawful money of the United States, three and one-half (3 ½%) percent of the total amount billed for the transfer service fees and other income derived from the operation of the transfer service, which said remittance shall be made monthly on or before the tenth day of each calendar month for the preceding calendar month. The compensation provided for in this section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereafter in force during the life hereof, but shall not release the grantee from the payment of ad valorem taxes levied, or to be levied, on property of its own.

(b) It shall be the duty of the franchise holder to file with the Director of Finance a sworn statement for each calendar quarter showing the total amount billed for the preceding three (3) months which statement shall be filed within ten (10) days following the end of the third month. The franchise holder herein shall be required to install and adequately keep a system of bookkeeping to be approved by the Director of Finance, which books shall be subject to inspections of the governing body of the City of Temple and such person or persons as the City may designate, or either of them, so as to enable the City of Temple to check the correctness of the accounts kept and to compute fairly and accurately the amount billed that may be due to the City.

Part 7: Rates.

(a) The City Council hereby expressly reserves the right, power, and authority to fully regulate and fix, by resolution, the rates and charges for the services of the Company to its customers, fully reserving to the City Council all the rights, powers, privileges, and immunities, subject to the duties, limitations and responsibilities which the Constitution, the laws of the State, and the Charter confer upon the City.

(b) Company may from time to time propose changes in the general rates by filing an application with the City Secretary for consideration of the City Council. Within a reasonable time consistent with law, the City Council shall afford Company a fair hearing with reference to the application and shall either approve or disapprove the proposed changes or make such order as may be reasonable.

Part 8: Liability Insurance Required.

No transfer vehicle shall be operated on the public streets of the City, unless the applicant provides evidence to the City that he has in full force and effect a public liability insurance policy on that transfer vehicle, such insurance policy to be issued by an insurance company licensed to do business in the State of Texas. Such insurance policy shall:

(a) provide liability coverage for each vehicle of not less than two hundred and fifty thousand dollars (\$250,000) per person, or five hundred thousand dollars (\$500,000) per occurrence for personal injury or death, and one hundred thousand dollars (\$100,000) for property damage;

(b) name the City of Temple as an additional insured, and provide a waiver of subrogation in favor of the City;

(c) not contain a passenger liability exclusion; and

(d) provide for at least thirty (30) days prior written notice of cancellation to the City.

Part 9: Conditions of Franchise Granted.

The rights, powers and authority herein granted are granted subject to the Constitution and laws of the State of Texas, the Charter of the City of Temple, and where not provided herein, the ordinances and codes of the City of Temple as same now exist or may hereafter be amended so as to constitute reasonable regulations protecting the health, safety and welfare to insure safe, efficient and continuous non-emergency ambulance transfer service, all of which enumerated provisions are incorporated herein by reference and made a part hereof as fully as though the same had been copied herein verbatim.

Part 10: Manner of Giving Notice.

Notice to Company may be given by leaving a written copy thereof at the principal office of Company during ordinary business hours. Notice to the City may be given by leaving a written copy thereof at the Office of the Director of Finance during ordinary business hours.

Part 11: Public Convenience and Necessity.

Company has established by clear, cogent and convincing evidence and the City Council has so found and determined that the present and future public convenience and necessity require

the operations here authorized to be performed by Company and the public convenience and necessity will be served by the granting of this franchise.

Part 12: Performance Bond and Revocation Clause.

(a) The transfer service franchise holder shall establish a Ten Thousand Dollar (\$10,000) performance bond. The purpose of this bond is to recover costs to the City of Temple for accepting and administering the applications for a transfer service franchise in the event the franchise is revoked.

(b) If the transfer service franchise holder violates any provision or standard of this ordinance the franchise will be subject to revocation by the City Council of the City of Temple and forfeiture of the performance bond.

Part 13: This franchise shall become effective as provided in Article 10, Section 10.3 of the Charter of the City of Temple, if Company shall have filed its written acceptance of the franchise, within thirty (30) days after the final passage and approval of this ordinance.

Part 14: The declarations, determinations and findings declared, made and found in the preamble of this ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Part 15: 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 16: 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 17th day of **January**, 2019.

PASSED AND APPROVED on Second Reading and Final Reading and Public Hearing on the 7th day of **February**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #10
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Floyd Mitchell, Police Chief
Kayla Landeros, City Attorney

ITEM DESCRIPTION: FIRST READING – PUBLIC HEARING: Consider adopting an ordinance establishing curfew hours for minors in accordance with Texas Local Government Code Section 370.002.

STAFF RECOMMENDATION: Conduct public hearing and adopt ordinance on first reading and set second and final reading for February 7, 2019.

ITEM SUMMARY: In 1994, the City Council established curfew requirements for minors under the age of 17. Council determined that curfew hours were necessary because of an increase in juvenile violence, juvenile gang activity, and crime by and against persons under the age of 17.

Texas Local Government Code Section 370.002 states that the City shall, every three years:

- (1) Review the ordinance's effects on the community and on problems the ordinance has intended to remedy;
- (2) conduct a public hearing on the need to continue the ordinance; and
- (3) abolish, continue or modify the ordinance.

The ordinance has been continuously renewed by Council every three years since 1994. The current ordinance was passed in February, 2016 and will expire in February, 2019. The Temple Police Department is requesting Council adoption of curfew hours for minors in accordance with Section 370.002.

The ordinance will allow the Temple Police Department to continue to intervene when police officers encounter curfew violations by juveniles. This intervention will be in the best interest of the health, safety and welfare of the general public. The curfew is a valuable tool that helps the community in several ways. For example, it provides for the protection of minors both from each other and from other people during certain hours of the day. Also, it promotes parental oversight and responsibility for children. Finally, it is intended to reduce the incidence of juvenile criminal activities.

The current curfew hours are proposed for renewal:

(A) 11:00 P.M. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 A.M. of the following day, and

(B) 12:01 A.M. until 6:00 A.M. on any Saturday or Sunday.

FISCAL IMPACT: There is no direct fiscal impact with regard to expenditures for this ordinance. There will be fines assessed to violators that may result in revenue through Municipal Court.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 2019-4953

AN ORDINANCE OF THE CITY OF TEMPLE, TEXAS, ESTABLISHING CURFEW HOURS FOR MINORS IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 370.002; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, in 1994, the City Council established curfew requirements for minors under the age of 17 – these requirements were found to be necessary because of an increase in juvenile violence, juvenile gang activity, and crime by and against persons under the age of 17;

Whereas, Texas Local Government Code Section 370.002 states that the City shall, every three years:

1. review the Ordinance’s effects on the community and on problems the Ordinance was intended to remedy;
2. conduct a public hearing on the need to continue the Ordinance; and
3. abolish, continue or modify the Ordinance;

Whereas, this Ordinance has been continuously renewed by Council every 3 years since 1994 - the current Ordinance was passed in February, 2016 and expires in February, 2019;

Whereas, the Temple Police Department is requesting Council adopt curfew hours for minors in accordance with Section 370.002 which will allow the Temple Police Department to continue to intervene when police officers encounter curfew violations by juveniles, which will be in the best interests of the health, safety and welfare of the general public;

Whereas, a curfew is a valuable tool that helps the community in several ways - it provides for the protection of minors both from each other and from other people during certain hours of the day, promotes parental oversight and responsibility for children, and is intended to reduce the incidence of juvenile criminal activities;

Whereas, the current curfew hours are proposed for renewal:

1. 11:00 P.M. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 A.M. of the following day;
2. 12:01 A.M. until 6:00 A.M. on any Saturday or Sunday; and

Whereas, a curfew for minors is in the interest of the public health, safety, and general welfare and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on the citizens of the City of Temple.

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 City Council of the City of Temple, Texas, adopts curfew hours for minors in accordance with Texas Local Government Code Section 370.002 and finds that it is in the interest of the health, safety, and general welfare of the public, to continue to provide for the protection of minors from each other and from other persons, to promote parental control over and responsibility for children, and to reduce the incident of juvenile criminal activities.

Part 3: The following curfew requirements for minors are hereby adopted:

1. 11:00 P.M. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 A.M. of the following day; and
2. 12:01 A.M. until 6:00 A.M. on any Saturday or Sunday.

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

Part 5: 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 6: This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is accordingly so ordained.

Part 7: It is hereby officially found and determined that the meeting at which this Ordinance 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 **17th** day of **January**, 2019.

PASSED AND APPROVED on Second Reading on the **7th** day of **February**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #11(A)
Regular Agenda
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DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing a construction contract with R. T. Schneider Construction Company, Ltd. for services to construct Hogan Road from South Highway 317 to South Pea Ridge Road, in the amount of \$3,222,041.73.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City of Temple's Transportation Capital Improvement Program includes capacity and connectivity improvements to Hogan Road. These improvements include reconstruction and expansion of South Highway 317 to South Pea Ridge Road to a three-lane collector roadway with a 10' sidewalk and improved waterlines. See attached Map. Council authorized professional services with BSP Engineers, Inc. to design and bid these improvements. Contract amendment #4 (separate council item) will add construction phase services.

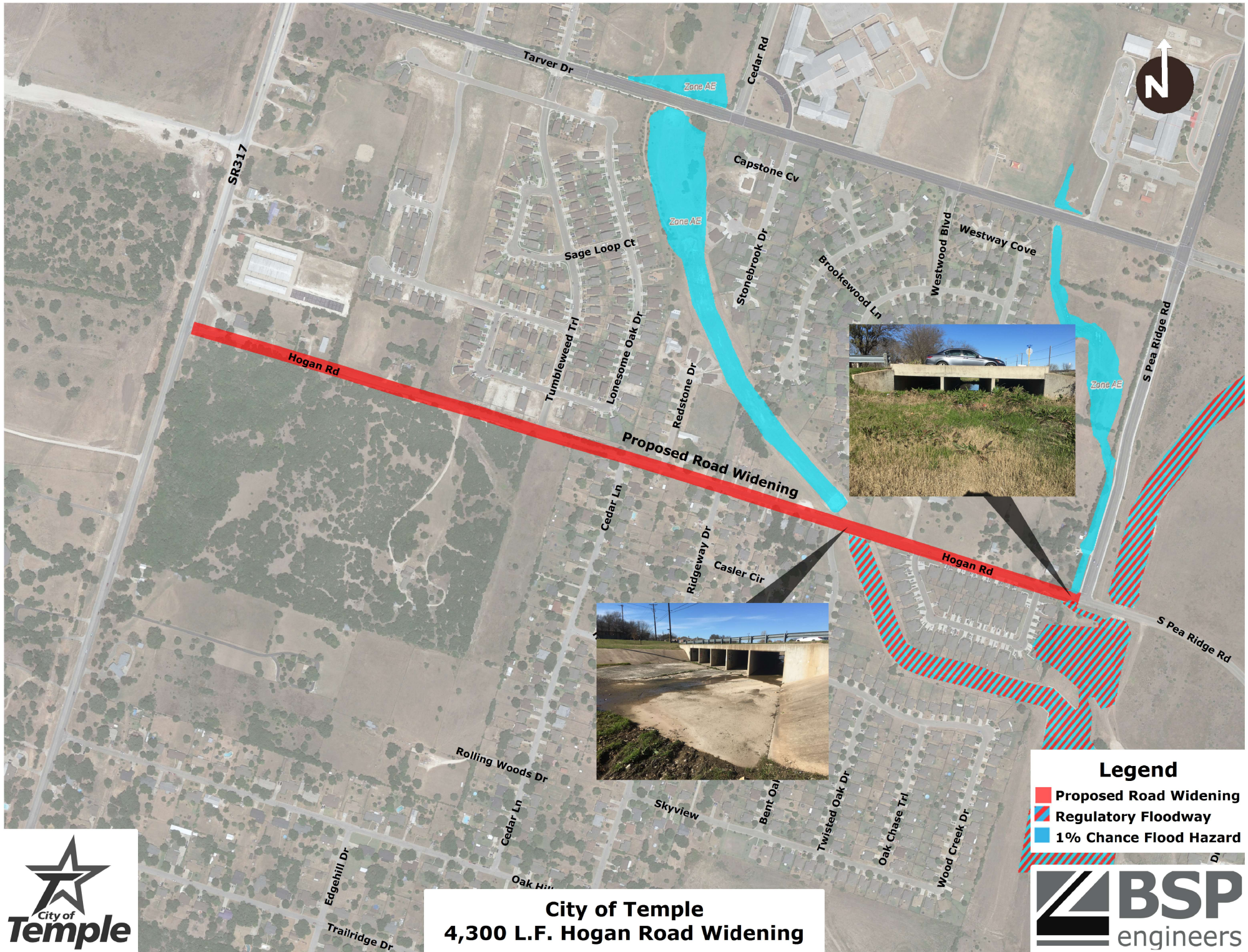
Seven bids were received on December 6th with base bids ranging from \$3,178,641.73 to \$4,825,751 (see Bid Tabulation). The engineer's opinion of probable cost was \$4,200,000. BSP has evaluated the bids and recommends awarding construction to RTS in their attached recommendation letter. The recommended award includes the base bid of \$3,178,641.73 and add alternates, to account for varying soil conditions, for a total bid award of \$3,222,041.73. The proposed timeline for construction is 425 calendar days from the Notice to Proceed.

FISCAL IMPACT: Funding for the construction contract with RT Schneider Construction Company, Ltd. in the amount of \$3,222,041.73 for services to construction Hogan Road from State Highway 317 to South Pea Ridge Road is available for project 100952 as follows:

	<u>365-3400-531-6857</u>	<u>561-5200-535-6983</u>	<u>Total</u>
Project Budget	\$ 3,492,996	\$ 2,065,100	\$ 5,558,096
Encumbered/Committed to Date	(523,545)	(214,071)	(737,616)
BSP Contract Amendment #4	(61,257)	(45,943)	(107,200)
Construction Award - RT Schneider	(1,856,020)	(1,366,022)	(3,222,042)
Remaining Project Funds	<u>\$ 1,052,174</u>	<u>\$ 439,064</u>	<u>\$ 1,491,238</u>

ATTACHMENTS:

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



City of Temple
4,300 L.F. Hogan Road Widening

Legend

- Proposed Road Widening
- Regulatory Floodway
- 1% Chance Flood Hazard

BSP
engineers



BSP ENGINEERS PROJECT NO: 162303.00
BID DATE: December 6, 2018
BID TIME: 2:00

BID TABULATION REPORT
CLIENT: City of Temple
DESCRIPTION: 2019 Hogan Road Widening

BIDDERS																	
		Capital Excavation Co.				Holy Contractors, LLC				James Construction Group, LLC				One Star Grading & Materials, LL			
														McLean Construction, Inc.			
														F. Schneider Construction Co, L			
General Items																	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Bonds, Permits and Insurance	100%	LS	\$ 450,000.00	\$ 450,000.00	\$ 160,000.00	\$ 160,000.00	\$ 169,000.00	\$ 169,000.00	\$ 129,903.75	\$ 129,903.75	\$ 132,005.00	\$ 132,005.00	\$ 153,210.00	\$ 153,210.00	\$ 190,000.00	\$ 190,000.00
2	SWPPP Plan	14	MO	\$ 3,000.00	\$ 42,000.00	\$ 1,421.00	\$ 19,894.00	\$ 2,800.00	\$ 39,200.00	\$ 4,180.44	\$ 58,526.16	\$ 2,233.00	\$ 31,262.00	\$ 1,235.00	\$ 17,290.00	\$ 1,900.00	\$ 26,600.00
3	Traffic Control Plan	14	MO	\$ 7,000.00	\$ 98,000.00	\$ 3,572.86	\$ 50,020.04	\$ 5,000.00	\$ 70,000.00	\$ 4,530.40	\$ 63,425.60	\$ 4,551.00	\$ 63,714.00	\$ 2,856.00	\$ 39,984.00	\$ 8,000.00	\$ 112,000.00
4	Preparation of Right-of-Way and Site Clearing	64	STA	\$ 2,000.00	\$ 128,000.00	\$ 1,500.00	\$ 96,000.00	\$ 500.00	\$ 32,000.00	\$ 1,991.40	\$ 127,449.60	\$ 2,046.00	\$ 130,944.00	\$ 1,938.00	\$ 124,032.00	\$ 2,200.00	\$ 140,800.00
5	Trench Safety Plan	12,000	LF	\$ 3.00	\$ 36,000.00	\$ 1.00	\$ 12,000.00	\$ 2.27	\$ 27,240.00	\$ 3.77	\$ 45,240.00	\$ 1.60	\$ 19,200.00	\$ 0.70	\$ 8,400.00	\$ 1.45	\$ 17,400.00
6	Locate All Existing Wet and Dry Utilities	100%	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,021.90	\$ 15,021.90	\$ 48,859.95	\$ 48,859.95	\$ 14,443.00	\$ 14,443.00	\$ 6,252.75	\$ 6,252.75	\$ 41,500.00	\$ 41,500.00

Roadway Improvements																	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
7	Unclassified Roadway Earthwork	13,333	CY	\$ 13.00	\$ 173,329.00	\$ 8.10	\$ 107,997.30	\$ 6.58	\$ 87,731.14	\$ 14.73	\$ 196,395.09	\$ 22.00	\$ 293,326.00	\$ 3.96	\$ 52,798.68	\$ 8.50	\$ 113,330.50
8	6" Thick Cement Stabilized Subgrade	20,000	SY	\$ 9.00	\$ 180,000.00	\$ 9.50	\$ 190,000.00	\$ 6.20	\$ 124,000.00	\$ 11.63	\$ 232,600.00	\$ 11.50	\$ 230,000.00	\$ 8.55	\$ 171,000.00	\$ 15.80	\$ 316,000.00
9	12" Thick Limestone Base Material	20,000	SY	\$ 11.00	\$ 220,000.00	\$ 13.65	\$ 273,000.00	\$ 8.77	\$ 175,400.00	\$ 12.41	\$ 248,200.00	\$ 13.50	\$ 270,000.00	\$ 9.58	\$ 191,600.00	\$ 15.00	\$ 300,000.00
10	2.0" Thick HMAC	16,833	SY	\$ 9.00	\$ 151,497.00	\$ 9.21	\$ 155,031.93	\$ 8.58	\$ 144,427.14	\$ 9.15	\$ 154,021.95	\$ 9.50	\$ 159,913.50	\$ 9.40	\$ 158,230.20	\$ 10.50	\$ 176,746.50
11	Standard Concrete Curb and Gutter	8,600	LF	\$ 15.00	\$ 129,000.00	\$ 24.00	\$ 206,400.00	\$ 18.57	\$ 159,702.00	\$ 16.39	\$ 140,954.00	\$ 13.50	\$ 116,100.00	\$ 12.30	\$ 105,780.00	\$ 15.00	\$ 129,000.00
12	5.0" thick Concrete Pavement for Driveways	1,050	SY	\$ 70.00	\$ 73,500.00	\$ 45.00	\$ 47,250.00	\$ 48.00	\$ 50,400.00	\$ 86.88	\$ 91,224.00	\$ 85.00	\$ 89,250.00	\$ 54.00	\$ 56,700.00	\$ 60.00	\$ 63,000.00
13	6.0" thick Roadway Intersection Concrete Valley Gutter	250	SY	\$ 100.00	\$ 25,000.00	\$ 54.00	\$ 13,500.00	\$ 54.00	\$ 13,500.00	\$ 79.96	\$ 19,990.00	\$ 62.00	\$ 15,500.00	\$ 49.00	\$ 12,250.00	\$ 62.00	\$ 15,500.00
14	4.0" thick Concrete Rip-Rap	40	SY	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 44.00	\$ 1,760.00	\$ 108.63	\$ 4,345.20	\$ 78.00	\$ 3,120.00	\$ 86.90	\$ 3,476.00	\$ 175.00	\$ 7,000.00
15	5.0" thick Concrete Pavement for Sidewalks and Walkways	4,400	SY	\$ 40.00	\$ 176,000.00	\$ 45.00	\$ 198,000.00	\$ 39.00	\$ 171,600.00	\$ 54.98	\$ 241,912.00	\$ 65.00	\$ 286,000.00	\$ 46.85	\$ 206,140.00	\$ 46.50	\$ 204,600.00
16	Sidewalk ramp	10	EA	\$ 3,000.00	\$ 30,000.00	\$ 3,000.00	\$ 30,000.00	\$ 1,350.00	\$ 13,500.00	\$ 1,732.00	\$ 17,320.00	\$ 1,991.00	\$ 19,910.00	\$ 1,260.00	\$ 12,600.00	\$ 750.00	\$ 7,500.00
17	Remove and Replace Metalbeam Guard Fence	50	LF	\$ 50.00	\$ 2,500.00	\$ 220.00	\$ 11,000.00	\$ 78.50	\$ 3,925.00	\$ 216.50	\$ 10,825.00	\$ 77.50	\$ 3,875.00	\$ 50.00	\$ 2,500.00	\$ 75.00	\$ 3,750.00
18	Replace Existing Wire Fencing	1,700	LF	\$ 15.00	\$ 25,500.00	\$ 3.00	\$ 5,100.00	\$ 14.05	\$ 23,885.00	\$ 21.65	\$ 36,805.00	\$ 5.50	\$ 9,350.00	\$ 14.90	\$ 25,330.00	\$ 15.00	\$ 25,500.00
19	Replace Existing Mailboxes	20	EA	\$ 300.00	\$ 6,000.00	\$ 200.00	\$ 4,000.00	\$ 602.70	\$ 12,054.00	\$ 378.88	\$ 7,577.60	\$ 715.00	\$ 14,300.00	\$ 703.00	\$ 14,060.00	\$ 1,250.00	\$ 25,000.00
20	4" Wide Reflective Pavement Markings	18,000	LF	\$ 0.70	\$ 12,600.00	\$ 0.46	\$ 8,280.00	\$ 0.22	\$ 3,960.00	\$ 0.30	\$ 5,400.00	\$ 0.20	\$ 3,600.00	\$ 0.17	\$ 3,060.00	\$ 0.18	\$ 3,240.00
21	Pedestrian Crosswalk Markings	144	LF	\$ 25.00	\$ 3,600.00	\$ 60.50	\$ 8,712.00	\$ 79.96	\$ 11,514.24	\$ 73.28	\$ 10,552.32	\$ 121.50	\$ 17,496.00	\$ 60.65	\$ 8,733.60	\$ 65.00	\$ 9,360.00

Storm Sewer Improvements																	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
22	24" RCP Class 3 Storm Pipe	2,170	LF	\$ 100.00	\$ 217,000.00	\$ 60.00	\$ 130,200.00	\$ 65.70	\$ 142,569.00	\$ 140.10	\$ 304,017.00	\$ 81.00	\$ 175,770.00	\$ 79.20	\$ 171,864.00	\$ 78.00	\$ 169,260.00
23	18" RCP Class 3 Storm Pipe	150	LF	\$ 100.00	\$ 15,000.00	\$ 45.00	\$ 6,750.00	\$ 46.84	\$ 7,026.00	\$ 115.37	\$ 17,305.50	\$ 66.50	\$ 9,975.00	\$ 67.00	\$ 10,050.00	\$ 61.00	\$ 9,150.00
24	15" RCP Class 3 Storm Pipe	480	LF	\$ 90.00	\$ 43,200.00	\$ 40.00	\$ 19,200.00	\$ 44.61	\$ 21,412.80	\$ 102.32	\$ 49,113.60	\$ 60.50	\$ 29,040.00	\$ 63.00	\$ 30,240.00	\$ 59.00	\$ 28,320.00
25	TxDOT PCO 16" Wide Standard Curb Inlet	8	EA	\$ 6,000.00	\$ 48,000.00	\$ 5,612.00	\$ 44,896.00	\$ 4,822.78	\$ 38,582.24	\$ 7,247.66	\$ 57,981.28	\$ 4,570.00	\$ 36,560.00	\$ 6,900.00	\$ 55,200.00	\$ 4,440.00	\$ 35,520.00
26	TxDOT PCO 16" Wide Double Sided Curb Inlet	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 5,612.00	\$ 11,224.00	\$ 4,822.40	\$ 9,644.80	\$ 7,558.57	\$ 15,117.14	\$ 4,830.00	\$ 9,660.00	\$ 6,900.00	\$ 13,800.00	\$ 4,440.00	\$ 8,880.00
27	TxDOT PCO 10.5 Wide Single Extension Curb Inlet	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 9,839.00	\$ 19,678.00	\$ 4,436.28	\$ 8,872.56	\$ 5,884.39	\$ 11,768.78	\$ 4,112.00	\$ 8,224.00	\$ 6,240.00	\$ 12,480.00	\$ 4,100.00	\$ 8,200.00
28	TxDOT PCO 5" Wide No Extensions Double Sided Curb Inlet	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 8,469.00	\$ 16,938.00	\$ 4,053.78	\$ 8,107.56	\$ 5,654.34	\$ 11,308.68	\$ 3,372.00	\$ 6,744.00	\$ 5,786.00	\$ 11,572.00	\$ 3,500.00	\$ 7,000.00
29	TxDOT PCO 5" Wide Curb Inlet	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 4,234.00	\$ 4,234.00	\$ 4,055.41	\$ 4,055.41	\$ 5,343.44	\$ 5,343.44	\$ 3,225.00	\$ 3,225.00	\$ 5,786.00	\$ 5,786.00	\$ 3,500.00	\$ 3,500.00
30	TxDOT 16" PCO Inlet and Drop Connection	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 5,612.00	\$ 11,224.00	\$ 4,822.40	\$ 9,644.80	\$ 14,533.04	\$ 29,066.08	\$ 5,218.00	\$ 10,436.00	\$ 8,204.00	\$ 16,408.00	\$ 4,850.00	\$ 9,300.00
31	Safety End Treatment for 24" RCP	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 939.00	\$ 939.00	\$ 1,388.77	\$ 1,388.77	\$ 2,086.67	\$ 2,086.67	\$ 1,674.00	\$ 1,674.00	\$ 1,445.00	\$ 1,445.00	\$ 1,200.00	\$ 1,200.00
32	Parallel Wingwalls for 24" RCP	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 5,619.14	\$ 5,619.14	\$ 2,201.63	\$ 2,201.63	\$ 1,706.00	\$ 1,706.00	\$ 1,716.00	\$ 1,716.00	\$ 3,200.00	\$ 3,200.00
33	24" RCP Connection to Existing Multiple Box Culvert	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 2,344.71	\$ 2,344.71	\$ 4,126.22	\$ 4,126.22	\$ 4,748.00	\$ 4,748.00	\$ 2,801.50	\$ 2,801.50	\$ 1,350.00	\$ 1,350.00
34	18" RCP Connection to Existing Multiple Box Culvert	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,348.92	\$ 2,348.92	\$ 3,407.70	\$ 3,407.70	\$ 4,748.00	\$ 4,748.00	\$ 2,505.00	\$ 2,505.00	\$ 1,100.00	\$ 1,100.00
35	4" Diameter Storm Sewer Manhole	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,468.22	\$ 3,468.22	\$ 4,140.98	\$ 4,140.98	\$ 3,198.00	\$ 3,198.00	\$ 4,035.00	\$ 4,035.00	\$ 5,065.00	\$ 5,065.00
36	4x4 Junction Box	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 6,100.00	\$ 6,100.00	\$ 4,881.27	\$ 4,881.27	\$ 12,135.05	\$ 12,135.05	\$ 5,212.00	\$ 5,212.00	\$ 5,550.00	\$ 5,550.00	\$ 5,160.00	\$ 5,160.00
37	2x2 Sump Inlet and Heavy Duty Grate	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 1,245.00	\$ 3,735.00	\$ 2,297.95	\$ 6,893.85	\$ 2,713.83	\$ 8,141.49	\$ 2,068.00	\$ 6,204.00	\$ 2,750.00	\$ 8,250.00	\$ 3,100.00	\$ 9,300.00

Water Improvements																	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
38	Connect to Existing 18" Main	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 883.33	\$ 2,649.99	\$ 1,391.28	\$ 4,173.84	\$ 2,315.12	\$ 6,945.36	\$ 10,187.00	\$ 30,561.00	\$ 2,880.00	\$ 8,640.00	\$ 3,050.00	\$ 9,150.00
39	18" Ductile Iron Class 250 Water Main	6,340	LF	\$ 130.00	\$ 824,200.00	\$ 100.00	\$ 634,000.00	\$ 102.00	\$ 646,880.00	\$ 108.25	\$ 686,305.00	\$ 91.00	\$ 576,940.00	\$ 82.10	\$ 520,514.00	\$ 85.98	\$ 545,113.20
40	28" Steel Casing via Roadway Bore	485	LF	\$ 650.00	\$ 315,250.00	\$ 370.61	\$ 179,745.85	\$ 524.26	\$ 254,266.10	\$ 583.75	\$ 283,118.75	\$ 547.00	\$ 265,295.00	\$ 399.00	\$ 193,515.00	\$ 410.00	\$ 198,850.00
41	12" PVC C900 Water Main	4,500	LF	\$ 87.00	\$ 391,500.00	\$ 41.00	\$ 184,500.00	\$ 65.50	\$ 294,750.00	\$ 73.01	\$ 328,545.00	\$ 50.00	\$ 225,000.00	\$ 43.40	\$ 195,300.00	\$ 45.79	\$ 206,055.00
42	8" PVC C900 Water Main	110	LF	\$ 300.00	\$ 33,000.00	\$ 17.53	\$ 1,928.30	\$ 40.87	\$ 4,495.70	\$ 57.73	\$ 6,350.30	\$ 43.50	\$ 4,785.00	\$ 33.00	\$ 3,630.00	\$ 37.43	\$ 4,117.30
43	6" PVC C900 Water Main	200	LF	\$ 160.00	\$ 32,000.00	\$ 11.24	\$ 2,248.00	\$ 34.77	\$ 6,954.00	\$ 50.99	\$ 10,198.00	\$ 38.50	\$ 7,700.00	\$ 28.50	\$ 5,700.00	\$ 34.08	\$ 6,816.00

44	22" Steel Casing via Roadway Bore	580	LF	\$	500.00	\$	290,000.00		\$	290.93	\$	168,739.40		\$	402.51	\$	233,455.80		\$	469.05	\$	272,049.00		\$	442.50	\$	256,650.00	\$	323.85	\$	187,833.00		\$	329.19	\$	190,930.20
45	2" Schedule 80 Water Main	121	LF	\$	75.00	\$	9,075.00		\$	3.34	\$	404.14		\$	25.21	\$	3,050.41		\$	113.61	\$	13,746.81		\$	30.50	\$	3,690.50	\$	25.00	\$	3,025.00		\$	28.91	\$	3,498.11
46	18" MJ Gate Valve	7	EA	\$	12,000.00	\$	84,000.00		\$	15,473.24	\$	108,312.68		\$	11,559.15	\$	80,914.05		\$	11,130.31	\$	77,912.17		\$	10,457.00	\$	73,199.00	\$	10,000.00	\$	70,000.00		\$	10,064.41	\$	70,450.87
47	18" MJ Tee	1	EA	\$	2,000.00	\$	2,000.00		\$	1,829.08	\$	1,829.08		\$	2,485.47	\$	2,485.47		\$	2,151.06	\$	2,151.06		\$	2,422.00	\$	2,422.00	\$	1,575.00	\$	1,575.00		\$	2,353.84	\$	2,353.84
48	18" X 12" MJ Tee	6	EA	\$	2,000.00	\$	12,000.00		\$	1,722.65	\$	10,335.90		\$	2,138.37	\$	12,830.22		\$	1,895.59	\$	11,373.54		\$	2,080.00	\$	12,480.00	\$	1,510.00	\$	9,060.00		\$	1,898.27	\$	11,389.62
49	12" X 8" Diameter MJ Reducer	2	EA	\$	500.00	\$	1,000.00		\$	240.00	\$	480.00		\$	1,062.95	\$	2,125.90		\$	807.48	\$	1,614.96		\$	917.00	\$	1,834.00	\$	410.00	\$	820.00		\$	586.03	\$	1,172.06
50	12" X 6" Diameter MJ Reducer	6	EA	\$	500.00	\$	3,000.00		\$	233.46	\$	1,400.76		\$	1,053.90	\$	6,323.40		\$	803.65	\$	4,821.90		\$	784.00	\$	4,704.00	\$	405.00	\$	2,430.00		\$	564.87	\$	3,389.22
51	18" MJ 45 Bend	12	EA	\$	1,200.00	\$	14,400.00		\$	976.73	\$	11,720.76		\$	1,753.52	\$	21,042.24		\$	1,599.71	\$	19,196.52		\$	1,405.00	\$	16,860.00	\$	1,065.00	\$	12,780.00		\$	1,502.64	\$	18,031.68
52	12" MJ Gate Valve	3	EA	\$	2,300.00	\$	6,900.00		\$	3,105.26	\$	9,315.78		\$	2,645.94	\$	7,937.82		\$	2,605.07	\$	7,815.21		\$	2,580.00	\$	7,740.00	\$	2,600.00	\$	7,800.00		\$	2,381.57	\$	7,144.71
53	12" X 8" MJ Tee	1	EA	\$	1,000.00	\$	1,000.00		\$	491.64	\$	491.64		\$	937.84	\$	937.84		\$	967.15	\$	967.15		\$	991.00	\$	991.00	\$	775.00	\$	775.00		\$	1,025.97	\$	1,025.97
54	12" X 6" MJ Tee	3	EA	\$	700.00	\$	2,100.00		\$	441.46	\$	1,324.38		\$	889.62	\$	2,668.86		\$	935.22	\$	2,805.66		\$	962.00	\$	2,886.00	\$	530.00	\$	1,590.00		\$	978.93	\$	2,936.79
55	12" X all Diameter MJ Reducer	3	EA	\$	400.00	\$	1,200.00		\$	213.33	\$	639.99		\$	504.46	\$	1,513.38		\$	792.15	\$	2,376.45		\$	902.00	\$	2,706.00	\$	400.00	\$	1,200.00		\$	546.07	\$	1,638.21
56	12" MJ 45 Bend	10	EA	\$	600.00	\$	6,000.00		\$	373.09	\$	3,730.90		\$	506.49	\$	5,064.90		\$	581.57	\$	5,815.70		\$	921.00	\$	9,210.00	\$	705.00	\$	7,050.00		\$	731.74	\$	7,317.40
57	8" MJ Gate Valve	3	EA	\$	2,000.00	\$	6,000.00		\$	1,630.55	\$	4,891.65		\$	1,567.31	\$	4,701.93		\$	1,445.21	\$	4,335.63		\$	1,529.00	\$	4,587.00	\$	1,450.00	\$	4,350.00		\$	1,374.90	\$	4,124.70
58	6" MJ Gate Valve	4	EA	\$	1,300.00	\$	5,200.00		\$	1,074.05	\$	4,296.20		\$	1,188.56	\$	4,754.24		\$	1,062.85	\$	4,251.40		\$	1,106.00	\$	4,424.00	\$	1,125.00	\$	4,500.00		\$	928.74	\$	3,714.96
59	2" MJ Gate Valve	2	EA	\$	1,000.00	\$	2,000.00		\$	562.92	\$	1,125.84		\$	745.36	\$	1,490.72		\$	669.84	\$	1,339.68		\$	677.00	\$	1,354.00	\$	815.00	\$	1,630.00		\$	552.71	\$	1,105.42
60	Air Release Valve on 18" Ductile Iron Pipe	2	EA	\$	3,000.00	\$	6,000.00		\$	3,168.59	\$	6,337.18		\$	6,817.14	\$	13,634.28		\$	5,184.98	\$	10,369.96		\$	3,875.00	\$	7,750.00	\$	2,665.00	\$	5,330.00		\$	4,295.73	\$	8,591.46
61	Air Release Valve on 12" PVC C900 Pipe	2	EA	\$	3,000.00	\$	6,000.00		\$	2,997.31	\$	5,994.62		\$	6,741.89	\$	13,483.78		\$	4,453.52	\$	8,907.04		\$	3,774.00	\$	7,548.00	\$	2,560.00	\$	5,120.00		\$	3,890.67	\$	7,781.34
62	Concrete Encasement	60	LF	\$	50.00	\$	3,000.00		\$	14.00	\$	840.00		\$	69.33	\$	4,159.80		\$	57.26	\$	3,435.60		\$	44.50	\$	2,670.00	\$	80.00	\$	4,800.00		\$	67.61	\$	4,056.60
63	Miscellaneous MJ Fittings	4,000	LBS	\$	7.00	\$	28,000.00		\$	3.05	\$	12,200.00		\$	4.51	\$	18,040.00		\$	4.07	\$	16,280.00		\$	6.60	\$	26,400.00	\$	2.50	\$	10,000.00		\$	5.77	\$	23,080.00
64	Fire Hydrant Assembly	7	EA	\$	5,000.00	\$	35,000.00		\$	5,177.47	\$	36,242.29		\$	5,131.14	\$	35,917.98		\$	4,296.00	\$	30,072.00		\$	4,568.00	\$	31,976.00	\$	4,000.00	\$	28,000.00		\$	4,313.85	\$	30,196.95
65	1" Short Side Single Water Service	20	EA	\$	2,000.00	\$	40,000.00		\$	504.94	\$	10,098.80		\$	894.36	\$	17,887.20		\$	1,120.28	\$	22,405.60		\$	995.00	\$	19,900.00	\$	630.00	\$	12,600.00		\$	927.54	\$	18,550.80
66	1" Long Side Single Water Service	7	EA	\$	5,000.00	\$	35,000.00		\$	11,008.24	\$	77,057.68		\$	1,063.11	\$	7,441.77		\$	2,500.41	\$	17,502.87		\$	1,722.00	\$	12,054.00	\$	1,240.00	\$	8,680.00		\$	1,705.23	\$	11,936.61
67	Quadruple Water Service	4	EA	\$	4,000.00	\$	16,000.00		\$	2,877.78	\$	11,511.12		\$	2,936.48	\$	11,745.92		\$	3,299.18	\$	13,196.72		\$	3,240.00	\$	12,960.00	\$	2,275.00	\$	9,100.00		\$	3,263.74	\$	13,054.96
68	All Testing per TCEQ & City of Temple	100%	LS	\$	20,000.00	\$	20,000.00		\$	20,000.00	\$	20,000.00		\$	13,595.19	\$	13,595.19		\$	7,064.75	\$	7,064.75		\$	11,202.00	\$	11,202.00	\$	26,985.00	\$	26,985.00		\$	21,039.25	\$	21,039.25

Sanitary Sewer Improvements

Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
69	Adjust Existing Manhole	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 575.56	\$ 2,877.80	\$ 1,020.34	\$ 5,101.70	\$ 1,357.30	\$ 6,786.50	\$ 459.00	\$ 2,295.00	\$ 660.00	\$ 3,300.00	\$ 1,392.27	\$ 6,961.35
70	Replace Sanitary Sewer Services form Main to ROW	10	EA	\$ 3,000.00	\$ 30,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,491.98	\$ 14,919.80	\$ 3,120.67	\$ 31,206.70	\$ 2,800.00	\$ 28,000.00	\$ 839.00	\$ 8,390.00	\$ 1,873.53	\$ 18,735.30

Landscaping Improvements

Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
71	4" Thick Top Soil	10,300	SY	\$ 5.00	\$ 51,500.00	\$ 1.20	\$ 12,360.00	\$ 2.55	\$ 26,265.00	\$ 4.82	\$ 49,646.00	\$ 4.00	\$ 41,200.00	\$ 2.60	\$ 26,780.00	\$ 2.52	\$ 25,956.00
72	Grass Sod	10,300	SY	\$ 9.00	\$ 92,700.00	\$ 5.20	\$ 53,560.00	\$ 6.00	\$ 61,800.00	\$ 5.93	\$ 61,079.00	\$ 5.00	\$ 51,500.00	\$ 5.70	\$ 58,710.00	\$ 6.60	\$ 67,980.00
TOTAL BASE BID					\$ 4,825,751.00		\$ 3,481,894.00		\$ 3,473,289.71		\$ 4,460,776.45		\$ 4,011,906.00		\$ 3,178,641.73		\$ 3,791,577.88

Alternate Bid Items

Item No.	Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	6" Thick Cement Stabilized Subgrade 6% Cement	7,000	SY	\$ 10.00	\$ 70,000.00	\$ 5.66	\$ 39,620.00	\$ 4.00	\$ 28,000.00	\$ 8.78	\$ 61,460.00	\$ 9.50	\$ 66,500.00	\$ 5.10	\$ 35,700.00	\$ 15.80	\$ 110,600.00
2	6" Thick Compacted Subgrade With No Cement Stabilization	7,000	SY	\$ 2.00	\$ 14,000.00	\$ 3.77	\$ 26,390.00	\$ 1.45	\$ 10,150.00	\$ 0.85	\$ 5,950.00	\$ 2.90	\$ 20,300.00	\$ 1.10	\$ 7,700.00	\$ 1.84	\$ 12,880.00
TOTAL ADD ALTERNATE BID					\$ 84,000.00		\$ 66,010.00		\$ 38,150.00		\$ 67,410.00		\$ 86,800.00		\$ 43,400.00		\$ 123,480.00

BID SUMMARY

Bidders	Total Base Bid	Total Alternate Bid
Capital Excavation Co.	\$ 4,825,751.00	\$ 84,000.00
Holv Contractors, LLC	\$ 3,481,894.00	\$ 66,010.00
James Construction Group, LLC	\$ 3,473,289.71	\$ 38,150.00
Lone Star Grading & Materials, LLC	\$ 4,460,776.45	\$ 67,410.00
McLean Construction, Inc.	\$ 4,011,906.00	\$ 86,800.00
R.T. Schneider Construction Co., Ltd.	\$ 3,178,641.73	\$ 43,400.00
TTG Utilities, LP	\$ 3,791,577.88	\$ 123,480.00

Temple
15 West Central Avenue
Temple, Texas 76501
V: (254) 774.9611

Waco
7215 Bosque Blvd. Ste 137
Waco, Texas 76710
V: (254) 756.1610

Hillsboro
861 HCR 1313
Hillsboro, Texas 76645
(254) 774-9611

www.bspengineers.com



December 14, 2018

City of Temple
Mr. Don Bond
City Engineer
3210 East Ave. H, Bldg. A
Temple, Texas 76501

Re: Bid Review, Analysis and Recommendation for
City of Temple, Hogan Road Widening including 18" and 12" Water Mains

Dear Mr. Bond,

We have reviewed the bids for the above referenced project. RT Schneider Construction Co., Ltd. submitted the lowest base bid of \$3,178,641.73 and bid alternates of \$43,400.00. Please see the enclosed Bid Tabulation Sheet for detailed information.

The bids varied between a low bid of \$3,178,641.73 to a high bid of \$4,825,751.00. Removing the low and highest bids the average bid was \$ 3,843,000.00. The Engineer's Opinion of Probable Cost was \$ 4,200,000.00 The average bid was within 8.5% of the Opinion of probable Cost. The relative spread of the bids was minimal, and we do not believe that there were any bidding anomalies. We believe the small spread in bid prices are a result of the project type, project location and the current bidding climate.

RT Schneider Construction Co., Ltd. is qualified and is capable of providing the Hogan Road Widening improvements, including the 18" and 12" water main construction as required in this project. We recommend that this project be awarded to RT Schneider per their submitted base bid plus alternates in the amount of \$3,222,041.73

RT Schneider Construction Co., Ltd. is a proven company with many successfully completed projects and we look forward to working with them on this project.

Sincerely,

A handwritten signature in black ink that reads 'Anthony D. Beach'.

Anthony D. Beach P.E.
BSP Engineers, Inc
www.bspengineers.com

RESOLUTION NO. 2019-9508-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH R.T. SCHNEIDER CONSTRUCTION COMPANY, LTD OF BELTON, TEXAS IN THE AMOUNT OF \$3,222,041.73, FOR CONSTRUCTION OF HOGAN ROAD FROM STATE HIGHWAY 317 TO SOUTH PEA RIDGE ROAD; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City's Transportation Capital Improvement Program includes capacity and connectivity improvements to Hogan Road which include reconstruction and expansion of State Highway 317 to South Pea Ridge Road to a three-lane collector roadway with a 10-foot sidewalk and improved waterlines;

Whereas, Council authorized professional services with BSP Engineers, Inc. (BSP) to design and bid these improvements, as well as authorized Contract Amendment No. Four which will add construction phase services;

Whereas, on December 6, 2018 seven bids were received - BSP and Staff have evaluated the bids and recommends that Council authorize a construction contract with R.T. Schneider Construction Company, Ltd. Of Belton, Texas in the amount of \$3,222,041.73, for the construction of Hogan Road from State Highway 317 to South Pea Ridge Road;

Whereas, funds are available for this contract in Account No. 365-3400-531-6857 and Account No. 561-5200-535-6983, Project No. 100952; 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 her designee, after approval as to form by the City Attorney, to execute a construction contract with R.T. Schneider Construction Company, LLC of Belton, Texas in the amount of \$3,222,041, for services required to construct Hogan Road from State Highway 317 to South Pea Ridge Road.

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #11(B)
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

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

ITEM DESCRIPTION: Consider adopting a resolution authorizing an amendment to the professional services agreement with BSP Engineers, Inc., for construction-phase services to widen Hogan Road from State Highway 317 to South Pea Ridge Road, in an amount not to exceed \$107,200.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: On January 21, 2016, Council authorized a professional services agreement with BSP in the amount of \$357,200 to design, bid, administer, and inspect the expansion of Hogan Road from SH 317 to South Pea Ridge Road. See Map. Council authorized contract amendment #1 on April 21, 2016 to remove construction-phase services to be awarded with construction. Council authorized contract amendment #2 on August 17, 2017, to include additional water main design and bidding-phase services. Contract amendment #3 extended the contractual end date to complete design.

Staff is prepared to proceed with construction (separate Council item). The proposed timeline for construction is 425 calendar days from the Notice to Proceed. As identified in the attached proposal, services will be added for construction administration and daily project representation for widening Hogan Road and constructing 4,500 linear feet of 12" water main and 6,300 feet of 18" water main. The recommended consultant services and associated costs are as follows:

Roadway

Construction Administration	\$ 10,057
Daily Project Representation	<u>\$ 51,200</u>
	\$ 61,257

Utilities

Construction Administration	\$ 7,543
Daily Project Representation	<u>\$ 38,400</u>
	\$ 45,943

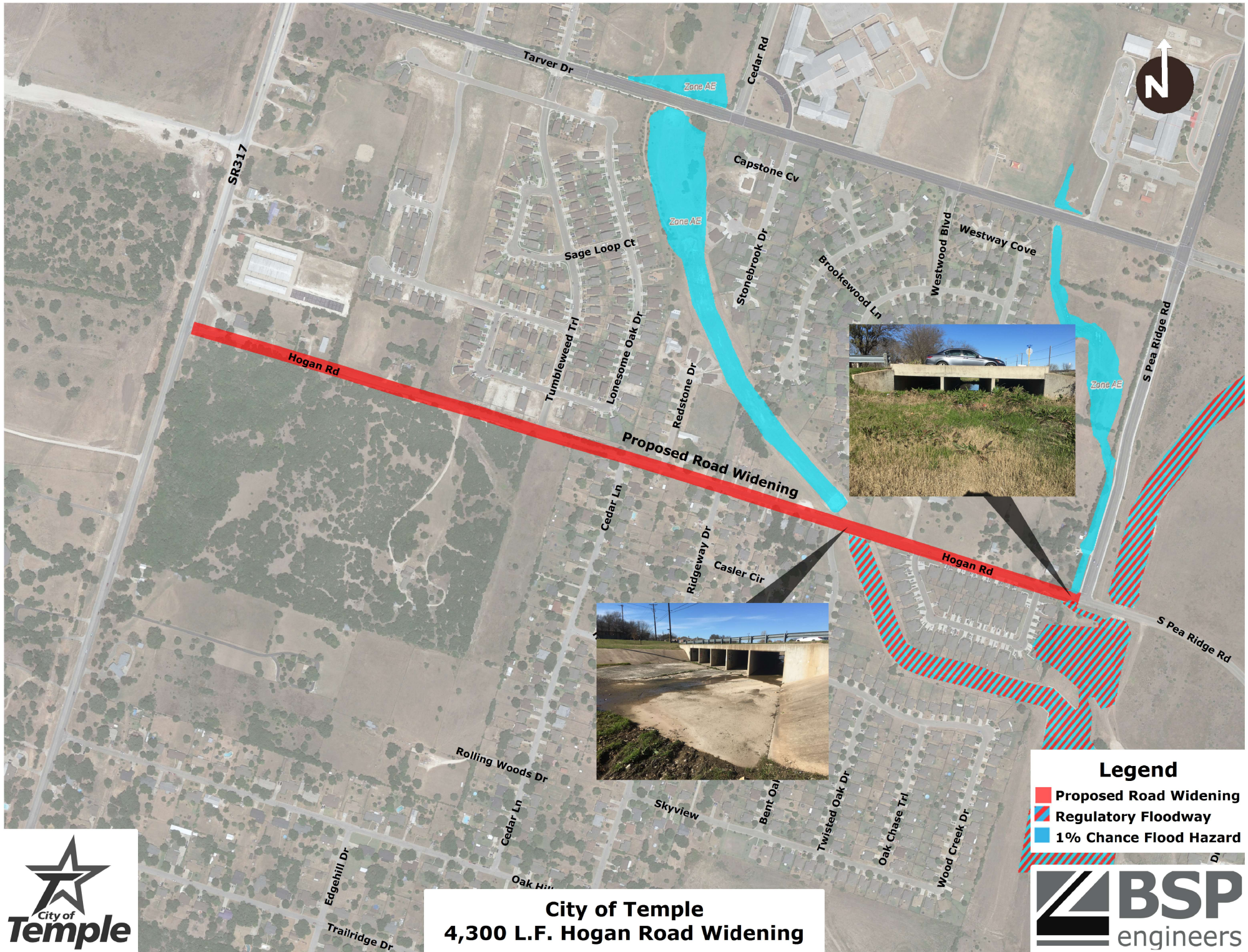
Total \$107,200

FISCAL IMPACT: Funding for the amendment to the professional services agreement with BSP Engineer, Inc. in an amount not to exceed \$107,200 for construction-phase services to widen Hogan Road from State Highway 317 to South Pea Ridge Road is available for project 100952 as follows:

	<u>365-3400-531-6857</u>	<u>561-5200-535-6983</u>	<u>Total</u>
Project Budget	\$ 3,492,996	\$ 2,065,100	\$ 5,558,096
Encumbered/Committed to Date	(523,545)	(214,071)	(737,616)
BSP Contract Amendment #4	(61,257)	(45,943)	(107,200)
Construction Award - RT Schneider	(1,856,020)	(1,366,022)	(3,222,042)
Remaining Project Funds	<u>\$ 1,052,174</u>	<u>\$ 439,064</u>	<u>\$ 1,491,238</u>

ATTACHMENTS:

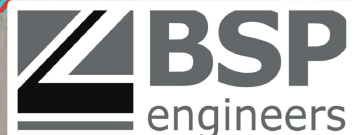
[Map](#)
[Engineer's Proposal](#)
[Contract Amendment](#)
[Resolution](#)

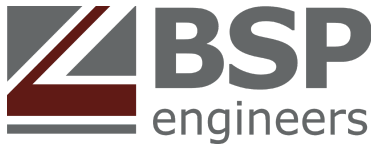


City of Temple
4,300 L.F. Hogan Road Widening

Legend

- Proposed Road Widening
- Regulatory Floodway
- 1% Chance Flood Hazard





15 West Central Avenue
Temple, Texas 76501
Phone: 254.774.9611
Fax: 254.774.9676
www.bspengineers.com

EXHIBIT FOR CONTRACT AMENDMENT

December 10, 2018

City of Temple
Department of Public Works
Mr. Don Bond, PE
City Engineer
3210 E. Ave. H, Bldg. A, Ste 130
Temple, TX 76501

Email CC:
Don Bond dbond@templetx.gov
James Billeck jbilleck@templetx.gov
Sharon Carlos scarlos@templetx.gov

RE: Professional Engineering Services Contract Amendment for
2019 Hogan Road Widening including 18" and 12" Water Mains

Dear Mr. Bond,

As per staff's request, we have prepared our professional services fee proposal for a lump sum Professional fee as required for the above referenced contract amendment. The project amendment will consist of providing Daily Project Representation and Construction Administration for both the Roadway widening and water main construction.

We understand that the project scope more specifically includes:

- Provide Daily Project Representation

Provide Daily Project Representation for 14 months estimated at 3 to 4 hours per work day. The estimated work days include Monday through Friday. Saturday representation will be provided on an as needed basis. No Sunday representation services are included within this proposal.

Daily Project Representation for Utilities: \$38,400.00

Daily Project Representation for Roadway: \$51,200.00

- Construction Administration which shall include
 - Facilitating pre-con meeting
 - Reviewing Contractor submittals
 - Responding to RFIs
 - Conduct monthly progress meetings
 - Review Contractor's pay applications
 - Execute Change Orders
 - Attend walkthrough
 - Provide Punch list
 - Provide Acceptance Letter
 - Prepare signed/sealed Record Drawings

Construction Administration for Utilities: \$ 7,543.00

Construction Administration for Roadway: \$ 10,057.00

BASIC SERVICES AND FEES:

The BASIC SERVICES shall include daily project representation and construction administration as described above. The proposed basic service fees for this amendment are as follows:

We propose to complete all services for a lump sum Professional Fee of **\$107,200.00**. This amount shall be invoiced monthly. The estimated monthly invoice amount is \$7,657.00 based upon a 14-month construction schedule.

ADDITIONAL SERVICES:

Additional Services for this contract shall include services provided on Sunday, City of Temple Holidays or for extension of the project for any reason that exceeds 14-months. The additional services shall be paid at the rates outlined within the attached BSP fee rate schedule.

After you have had the opportunity to review this proposal, we are prepared to discuss the specifics of the outlined services and fees.

Sincerely,

A handwritten signature in black ink that reads "Anthony D. Beach". The signature is written in a cursive style with a large, stylized 'A' and 'B'.

Anthony D. Beach, P.E.

BSP Engineers, Inc.

F-7587

www.bspengineers.com

Attachments (1): Fee Rate Schedule

FEE RATE SCHEDULE

PROFESSIONAL ENGINEERING & DESIGN SERVICES

Service	\$ / Hr.
Project Manager	\$175
Project Engineer	\$170
Design Engineer	\$155
Engineer E.I.T.	\$135
Professional Engineer	\$165
Design Technician	\$95
CADD Technician	\$90
Design Assistant / Research Support	\$80

FIELD SERVICES

Service	\$ / Hr.
Site Topography Surveys	\$145
Construction Layout Surveys	\$135
Utility Investigations	\$105
Field Inspection	\$80
Site Visits	\$90
Project Representation	\$90

ADMINISTRATIVE SERVICES

Service	\$ / Hr.
Project Administration	\$80
Project Clerical	\$70
Delivery / Travel Expense	\$70

CONTRACT AMENDMENT (Professional Service Agreements)

PROJECT: Hogan Road Widening
OWNER: City of Temple
ARCHITECT/ENGINEER: BSP Engineers, Inc
AMENDMENT #: 4

Make the following additions, modifications or deletions to the work described in the Contract Documents:

Construction Phase Services for Hogan Road Widening

Roadway	
Construction Administration	\$ 10,057
Daily Project Representation	<u>\$ 51,200</u>
	\$ 61,257
Utilities	
Construction Administration	\$ 7,543
Daily Project Representation	<u>\$ 38,400</u>
	\$ 45,943
Total	\$107,200

The Compensation agreed upon in this Contract Amendment is the full, complete and final payment for all costs the Architect or Engineer may incur as a result of or relating to this amendment whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay (for which only revised time is available), extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Contract Amendment.

Original Contract Amount:	\$ <u>357,200</u>
Previous Net Change in Contract Amount:	\$ <u>118,800</u>
Amount This Amendment:	\$ <u>107,200</u>
Revised Contract Amount:	\$ <u>583,200</u>
Original Contract Completion Date:	<u>November 21, 2016</u>
Revised Contract Completion Date:	<u>May 30, 2020</u>

Recommended by:

Agreed to:

Project Manager Date

Engineer Date

Approved by City of Temple:

Approved as to form:

Brynn Myers, City Manager Date

City Attorney's Office Date

Approved by Finance Department:

Finance Date

RESOLUTION NO. 2019-9509-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BSP ENGINEERS, INC. OF TEMPLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$107,200, FOR CONSTRUCTION PHASE SERVICES TO WIDEN HOGAN ROAD FROM STATE HIGHWAY 317 TO SOUTH PEA RIDGE ROAD; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, on January 21, 2016, Council authorized a professional services agreement with BSP Engineers, Inc. (BSP) to design, bid, administer, and inspect the expansion of Hogan Road from State Highway 317 to South Pea Ridge Road - Council authorized Contract Amendment No. 1 on April 21, 2016 to remove construction-phase services to be awarded with construction;

Whereas, Council authorized Contract Amendment No. 2 on August 17, 2017, to include additional water main design and bidding-phase services - Contract Amendment No. 3 extended the contractual end date to complete design;

Whereas, Staff recommends Council authorize an amendment to the professional services agreement with BSP Engineers, Inc. in the amount of \$107,200, for construction-phase services to widen Hogan Road from State Highway 317 to South Pea Ridge Road;

Whereas, funding for this amendment is available in Account No. 365-3400-531-6857, and Account No. 561-5200-535-6983, Project No. 100952; 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 her designee, after approval as to form by the City Attorney, to execute an amendment to the professional services agreement with BSP Engineers, Inc. in the amount of \$107,200, for construction-phase services to widen Hogan Road from State Highway 317 to South Pea Ridge Road.

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #12
Regular Agenda
Page 1 of 2

DEPT. / DIVISION SUBMISSION & REVIEW:

Lynn Barrett, Assistant Planning Director

ITEM DESCRIPTION: FY-19-1-APL Consider adopting a resolution authorizing an appeal of standards to Section 6.75(l) of the Unified Development Code to permanently allow a roof sign within the I-35 Corridor Overlay at 2418 General Bruce Drive, formerly addressed as 2410 Wilson Place.

STAFF RECOMMENDATION: Staff recommends approval of the permanent I-35 sign appeal as submitted based upon the following:

- A roof sign is necessitated as an alternative to a wall sign on the existing building
- The requested roof sign provides clarity in identifying the business which is located at an angle to the changed roadway and intersection
- Alternatives do not appear to be supported for other allowed types of front signage on site
- Staff supports the 64-square foot roof sign because it provides visibility from I-35 and the access road as an acceptable alternative due to the limitations present on the subject property

PLANNING & ZONING COMMISSION RECOMMENDATION: At their December 17, 2018 meeting, the Planning & Zoning Commission voted 8 to 0 to recommend approval of permanent sign appeal per staff's recommendation.

ITEM SUMMARY: The subject property, Best Quality Meats, an establishment run by the applicant, Wayne Orange, is located in the I-35 Corridor Overlay District, Freeway Retail/Commercial Sub-District. A resolution granting this I-35 appeal was approved by City Council in December 2016 (2016-8467-R), with a provision requested by Planning and Zoning: "Approval is conditional for a period of two years to allow completion of construction in the area, with applicant required to resubmit for permanent approval of the sign, if so desired, by December 31, 2018". Mr. Orange subsequently installed the sign.

Mr. Orange has indicated he wishes to retain the sign permanently, and of course, construction is not yet finished along this portion of the I-35 corridor, anyway. With the 2017 I-35 code changes, a roof sign would now be allowed, however, making the appeal permanent was seen as important for the process due to the previous appeal expiring.

Several years ago, the applicant's business, Best Quality Meat and Barbecue, had moved to an existing building along South General Bruce Drive, which they then significantly improved. The business was rendered effectively invisible during the major I-35 highway and access road construction which followed when the intersection with 49th Street was reconfigured, and Wilson Place was effectively removed.

The 4-foot high by 16-foot wide roof sign approved was seen as an alternative to a front wall sign, which cannot be displayed on the front of the building due to its window placement and porch overhang. The sign served to identify the restaurant, which is sited 20-feet across a driveway from the highway access road. Constructing a freestanding sign compliant with I-35 standards would be problematic for the applicant, and there was no suitable location, likely seriously impacting traffic flow in the business' parking area.

According to Sec. 7.6 of the UDC, which are the general sign standards for the city, the purpose of the sign code is to "promote the efficient transfer of information in sign messages so that:

1. Those signs that provide messages and information most needed and sought by the public are given priorities
2. Businesses and services may identify themselves;
3. Customers and other persons may locate a business or services;
4. A person or group is not arbitrarily denied the use of the sight lines from the public street right-of-way for communication purposes."

The applicant in 2016 requested an appeal to the following UDC 1-35 Overlay signage standards at the time:

Sec. 6.7.5.J.7. Prohibited Sign Types

- a. Roof Signs are prohibited

A 64-square foot roof sign was requested to provide visibility to the building from the I-35 access road with its recently reconfigured intersection is currently still under construction in front of the subject property. Subsequently in 2017, the I-35 UDC standards were amended to allow small sites of less than 15,000 square feet the opportunity to contain a roof sign, however this appeal for his sign was expiring, and staff contacted the owner who expressed his desire for a permanent appeal.

FISCAL IMPACT: Not Applicable

ATTACHMENTS:

[Location and Vicinity Map](#)

[Resolution 2016-8467-R](#)

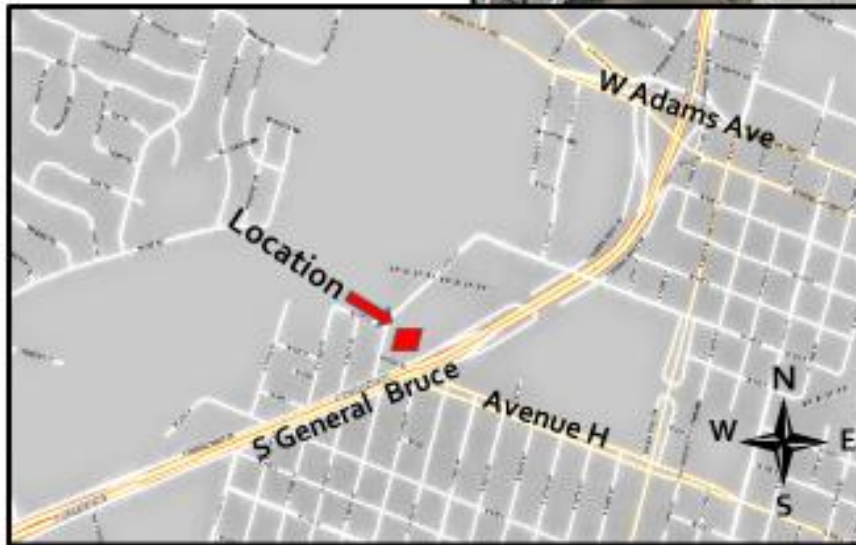
[Site Photos](#)

[P & Z excerpts December 17, 2018](#)

[Resolution](#)

Best Quality Meats and BBQ I-35 Sign Appeal

Location Map



Vicinity Map

RESOLUTION NO. 2016-8467-R

[PLANNING NO. I-FY-17-01]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS TO SECTION 6.75(J) OF THE UNIFIED DEVELOPMENT CODE RELATED TO ALLOW AN EXTERNALLY ILLUMINATED ROOF SIGN IN THE I-35 CORRIDOR OVERLAY ZONING DISTRICT ON PROPERTY LOCATED AT 2410 WILSON PLACE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant's business, Best Quality Meat and Barbecue, moved to an existing structure along South General Bruce Drive, which they have significantly improved;

Whereas, this business has been rendered effectively invisible during the I-35 access road construction when the intersection with 49th Street was reconfigured and Wilson Place Road effectively removed;

Whereas, the applicant has requested 4-foot high by 16-foot wide externally illuminated roof sign which cannot be displayed on the front of the building due to the window placement and porch overhang - the proposed sign will serve to identify the restaurant, which is sited 20-feet across a driveway from the access road;

Whereas, constructing a freestanding sign compliant with the I-35 standards would likely impact traffic flow in the business' parking area;

Whereas, at its November 21, 2016 meeting, the Planning and Zoning Commission considered the appeal and approved it with a two year condition, Staff recommends Council approve the appeal based upon the following:

- a roof sign is necessitated as an alternative to a wall sign on the existing building;
- a roof sign with external illumination would provide clarity in identifying the business which is located at an angle to the changed roadway and intersection;
- alternatives do not appear to be supported for other allowed types of signage on site;
- Staff supports the 64-square foot roof sign because it will provide visibility from I-35 and the access road as an acceptable alternative due to the limitations present on the subject property; and

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

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

Part 1: The City Council authorizes an appeal of standards to Section 6.75(j) of the Unified Development Code to allow a 64 square foot externally illuminated roof sign within the I-35 Corridor Overlay Zoning District for an existing structure located at 2410 Wilson Place. Approval is conditional for a period of two years to allow completion of construction in the area, with applicant required to resubmit for permanent approval of the sign, if so desired, by December 31, 2018.


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 1st day of **December**, 2016.

THE CITY OF TEMPLE, TEXAS


DANIEL A. DUNN, MAYOR

ATTEST:


Lacy Borgeson
City Secretary



APPROVED AS TO FORM:


Kayla Landeros
City Attorney





**EXCERPTS FROM THE
PLANNING & ZONING COMMISSION MEETING**

MONDAY, December 17, 2018

ACTION ITEMS:

Item 4: FY-19-1-APL- Consider action on a resolution for an appeal of standards to Section 6.75(J) of the Unified Development Code (UDC) to allow a roof sign within the I-35 Corridor Overlay at 2418 General Bruce Drive, formerly addressed as 2410 Wilson Place.

Ms. Lynn Barrett, Assistant Director of Planning, stated this I-35 Corridor Overlay Appeal was previously granted in December of 2016 with a two-year time frame for Mr. Wayne Orange's barbeque restaurant previously addressed 2410 Wilson Place. The establishment did not move, but due to road construction the address was changed to 2418 South General Bruce Drive.

This appeal is scheduled to go forward to City Council on January 17, 2019.

The aerial vicinity map is shown of subject property restaurant Best Quality Meats.

An aerial map is shown identifying the subject property in the Retail Sub-District of the I-35 Corridor.

The original case appeal, *Resolution 2016-8467-R*, was approved in December 2016 with a two-year conditional time limit and requirement to resubmit for permanent approval if sign was still needed.

This new appeal to Section 6.75(J) of the city's UDC to allow a prohibited roof sign with external illumination within the I-35 Corridor Overlay is requested by Mr. Orange to allow this sign to be permanent on this building.

A photograph of subject building and sign is shown.

According to UDC Section 7.6.2, the definition of a roof sign is a sign erected, constructed and maintained wholly upon or above the roof of a building with the principal support attached to the roof structure. Due to the overhang, the subject sign is considered a roof sign.

An aerial photograph of subject property is shown, and there is limited room for a free-standing sign.

An enlarged photograph of the building and subject sign is shown, and the existing 64 square feet of signage was permitted and installed in early 2017 after the sign appeal was approved.

The Zoning Map is shown, and subject property is in the Commercial (C) zoning district.

A photograph of subject property from the intersection is shown exhibiting the grassy area in front of restaurant as TXDOT ROW and not a workable option to locate business signage on site.

A current front view photograph of subject property is shown.

A photograph of access road view to North and South is shown.

Staff recommendation is for permanent approval of the Best Quality Meats and Barbeque roof sign in the I-35 Corridor Overlay as previously approved and constructed.

Chair Langley commented the sign looks good and Commissioner Wright stated in this case there are no other options for Mr. Orange to identify his business.

A public hearing is not required for this case.

Commissioner Wright made a motion to approve Item 4, **FY-19-1-APL**, per staff recommendation, and Commissioner Castillo made a second.

Motion passed: (8:0)

Commissioner Jeanes absent.

RESOLUTION NO. 2019-9510-R
[PLANNING NO. FY-19-1-APL]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING AN APPEAL OF STANDARDS TO SECTION 6.75(J) OF THE UNIFIED DEVELOPMENT CODE TO PERMANENTLY ALLOW A ROOF SIGN IN THE I-35 CORRIDOR OVERLAY AT 2418 GENERAL BRUCE DRIVE, FORMERLY ADDRESSED AS 2410 WILSON PLACE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant's business, Best Quality Meat and Barbecue, is located in the I-35 Corridor Overlay District, Freeway Retail/Commercial Sub-District - a Resolution granting this I-35 appeal was approved by City Council in December 2016 (2016-8467-R), with a provision requested by Planning and Zoning: "Approval is conditional for a period of two years to allow completion of construction in the area, with applicant required to resubmit for permanent approval of the sign, if so desired, by December 31, 2018" and the applicant has indicated he wishes to retain the sign permanently;

Whereas, with the 2017 I-35 Code changes, a roof sign would now be allowed, however, making the appeal permanent was seen as important for the process due to the previous appeal expiring;

Whereas, at its December 17, 2018 meeting, the Planning and Zoning Commission recommended approval of a permanent sign, Staff recommends Council approve the appeal based upon the following:

- a roof sign is necessitated as an alternative to a wall sign on the existing building;
- a roof sign provides clarity in identifying the business which is located at an angle to the changed roadway and intersection;
- alternatives do not appear to be supported for other allowed types of signage on site; and
- Staff supports the 64-square foot roof sign because it will provide visibility from I-35 and the access road as an acceptable alternative due to the limitations present on the subject property; and

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

NOW, THEREFORE, BE IT 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 an appeal of standards to Section 6.75(j) of the Unified Development Code to permanently allow a 64 square foot roof sign within the I-35 Corridor Overlay Zoning District for an existing structure located at 2418 General Bruce Drive, formerly addressed as 2410 Wilson Place.

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 **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

01/17/19
Item #13
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kayla Landeros, City Attorney
Christina Demirs, Deputy City Attorney

ITEM DESCRIPTION: Consider adopting a resolution pursuant to Chapter 2206, Government Code § 2206.053 finding that one property situated in the Baldwin Robertson Survey, Abstract #17, Bell County, Texas, is necessary for the proposed expansion of Poison Oak Road and authorizing the use of eminent domain to condemn the property.

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 presented in item description.

ITEM SUMMARY: The City is currently in the design phase for the proposed expansion of Poison Oak Road. The design requires the acquisition of right of way from thirty-two properties. Twenty-nine of the thirty-two properties are owned by twenty-five private citizens or entities, under Chapter 251, Local Government Code § 251.001. The City has acquired or is coordinating closing for ten rights-of-way. Staff is actively negotiating with each of the remaining property owners and hopes to reach agreements with each of them in the coming weeks. However, the City and one property owner were able to reach an agreement, but after due diligence by both Stateside Right of Way Services, Inc. (Stateside) and Centraland Title Company, it has been determined clear title to this property cannot be conveyed without litigation

The property needed is legally described as being 0.331-acre, situated in the Baldwin Robertson Survey, Abstract #17, Bell County, Texas, being all of a called tract described in a deed to Frances D. Roder and of record in Volume 1762, Page 692 of the Deed Records of Bell County, Texas. The property is located at the 8817 Poison Oak Road, Temple, Texas (Bell CAD ID #100135).

An appraisal was performed on the property and the City made an offer to purchase, based on the appraisal, to the owner of record on October 26, 2018 via Stateside. This acquisition does require the property owner to relocate. A relocation study was conducted, and results presented to the property owner as well.

A final offer was sent on December 20, 2018 and rejected after 14 days. Staff is asking Council to authorize the use of the power of eminent domain to acquire the property.

Staff is asking pursuant to Chapter 2206, Government Code § 2206.053, for the City Council to authorize the use of the power of eminent domain to acquire the property described above.

FISCAL IMPACT: Funding for the property necessary for the proposed expansion of Poison Oak Road is available in account 365-3400-531-6886, project 101715.

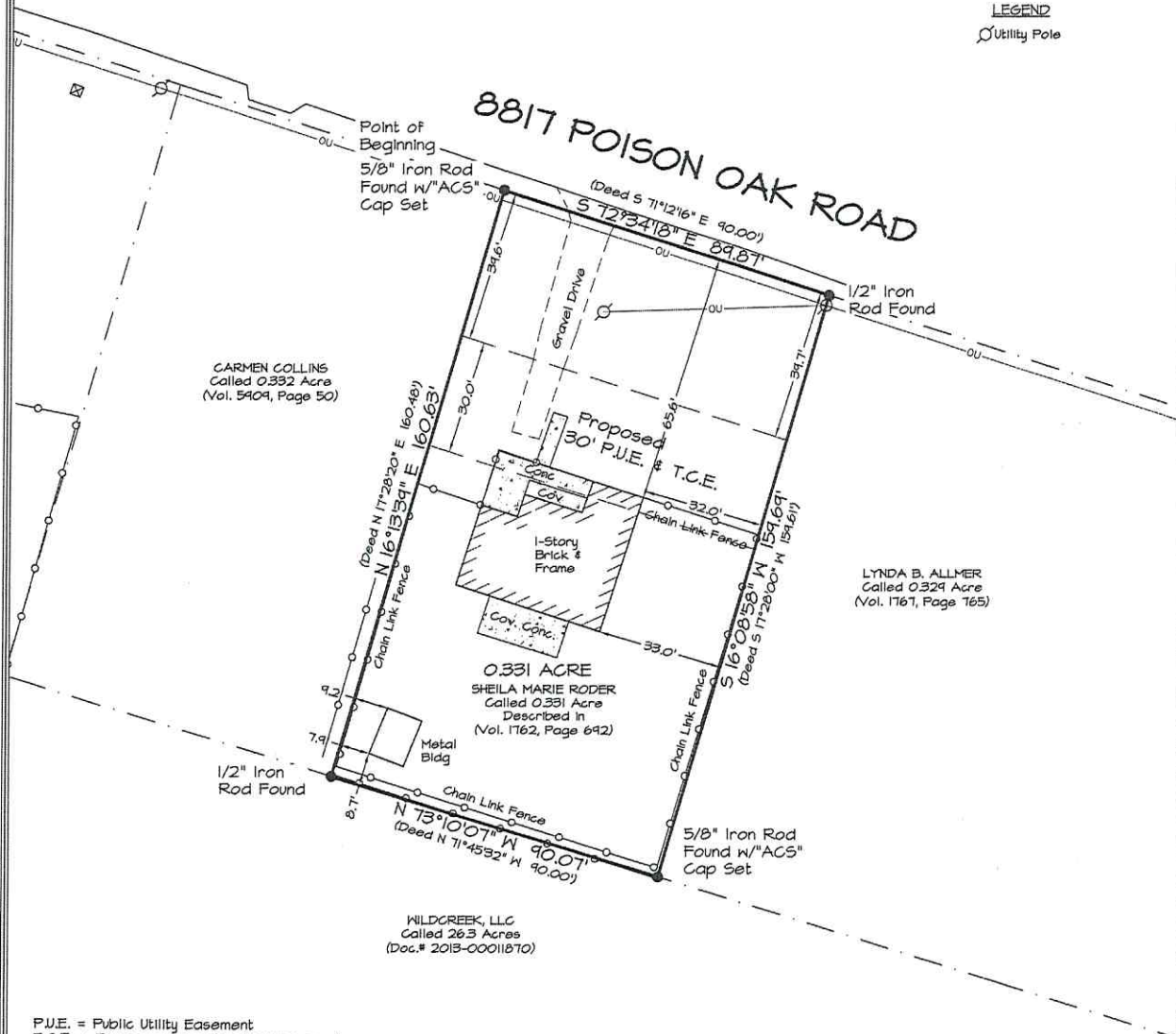
ATTACHMENTS:

[Survey](#)

[Vesting Deed](#)

[Resolution](#)

This sketch to accompany a metes and bounds description of the hereon shown 0.331 Acre tract.



This project is referenced to the City of Temple coordinate system, an extension of the Texas Coordinate System of 1983, Central Zone, NAD 83. All distances are horizontal surface distances unless noted and all bearings are grid bearings.

www.allcountysurveying.com
CELEBRATING
A C S
1988 2018
30 YEARS
Tx. Firm No. 10023600
4330 South 5th Street
Temple, Texas 76702
254-718-2212 Killeen 254-634-4636
Fax 254-714-7608



Copyright 2018 All County Surveying, Inc.

Plot Date: 09-21-2018

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

September 21, 2018

Surveyor's Field Notes for:

0.331 Acre, situated in the B. Robertson Survey, Abstract No. 17, being all of a called 0.331 acre tract of land owned by Sheila Marie Roder and described in Volume 1762, Page 692, Deed Records of Bell County, Texas, and being more particularly described as follows;

BEGINNING at a ½" iron rod found on the occupied south right of way of Poison Oak Road, being the northwest corner of said 0.331 acre tract, same being the northeast corner of a called 0.332 acre tract of land conveyed to Carmen Collins in Volume 5909, Page 50, Official Public Records of Real Property, Bell County, Texas, for the northwest corner of this tract of land;

THENCE in an easterly direction, with the north line of said 0.331 acre tract (*Deed S. 71° 12' 16" E., 90.00 feet*), same being the occupied south right of way of Poison Oak Road, **S. 72° 34' 18" E., 89.87 feet**, to a ½" iron rod found, being the northeast corner of said 0.331 acre tract, same being the northwest corner of a called 0.329 acre tract of land conveyed to Lynda B. Allmer in Volume 1767, Page 765, of said Deed Records, for the northeast corner of this tract of land;

THENCE in a southerly direction, with the east line of said 0.331 acre tract (*Deed S. 17° 28' 00" W., 159.61 feet*), same being the west line of said 0.329 acre tract, **S. 16° 08' 58" W., 159.69 feet**, to a 5/8" iron rod with "ACS" cap set on a north line of a called 26.3 acre tract of land conveyed to Wildcreek, LLC. in Document Number 2013-00011870, of said Official Public Records, being the southeast corner of said 0.331 acre tract, same being the southwest corner of said 0.329 acre tract, for the southeast corner of this tract of land;

THENCE in a westerly direction, with a south line of said 0.331 acre tract (*Deed N. 71° 45' 32" W., 90.00 feet*), same being a north line of said 26.3 acre tract, **N. 73° 10' 07" W., 90.07 feet**, to a ½" iron rod found, being the southwest corner of said 0.331 acre tract, same being the southeast corner of said 0.332 acre tract, for the southwest corner of this tract of land;

THENCE in a northerly direction, with the west line of said 0.331 acre tract (*Deed N. 17° 28' 20" E., 160.48 feet*), same being the east line of said 0.332 acre tract, **N. 16° 13' 39" E., 160.63 feet**, to the Point of Beginning, containing *0.331 Acre of land*.

This project is referenced to the City of Temple coordinate system, an extension of the Texas Coordinate System of 1983, Central Zone, NAD 83. All distances are horizontal surface distances unless noted and all bearings are grid bearings

This metes and bounds description to accompany a Surveyors Sketch of the herein described 0.331 Acre tract.

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

Surveyed July 30, 2018

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

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A handwritten signature in black ink, appearing to read "C. Lucko", is written over the bottom right portion of the professional seal.

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

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, check blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF BELL

} KNOW ALL MEN BY THESE PRESENTS:

That ROY REID BUILDING COMPANY, a Texas Corporation, by and through its
duly authorized officer in accordance with the authority granted him by
corporate resolution duly filed in Vol. 1589, p. 583, Bell Co. Deed Records,
of the County of Bell and State of Texas for and in

consideration of the sum of TEN AND NO/100 (\$10.00) -----
DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which
is hereby acknowledged, and the further consideration of THIRTY TWO THOUSAND SIX HUNDRED
FIFTY AND NO/100 DOLLARS (\$32,650.00), advanced and paid to Grantor by
The United States of America, acting through the Farmers Home Administra-
tion, United States Department of Agriculture, as evidenced by the
execution and delivery by the Grantee herein of her one certain promissory
vendor's lien note payable to the order of The United States of America,
acting through the Farmers Home Administration, United States Department
of Agriculture, it having advanced that amount toward the purchase price
of the hereinafter described property with the express understanding and
agreement that the vendor's lien would be retained herein and that
superior title would vest in it until full payment thereof, said note
bearing interest and being due and payable as therein specified, and
containing such other and further clauses common to like notes;

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed
of trust of even date herewith to J. Lynn Futch Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

FRANCES D. ROPER, a single woman,

of the County of Bell and State of Texas, all of the following described real
property in Bell County, Texas, to wit:

A tract of land out of the Baldwin Robertson Survey, Abst. No. 17, Bell
County, Texas, containing 6.331 acres of land as more fully described by
metes and bounds on the attached Exhibit "A" which is incorporated herein
for all purposes; together with all permanent improvements thereon; and
subject to, however, any and all easements and/or restrictions filed of

record in Bell County, Texas, affecting the subject property;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns forever; and / ~~do hereby bind itself, its~~ ^{said corporation does} successors and assigns / ~~heirs, executors and administrators~~ to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 24th day of

November, A.D. 19 81.

ROY REID BUILDING COMPANY, a
Texas Corporation

By: Roy Reid
Roy Reid, President

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(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BELL

Before me, the undersigned authority, on this day personally appeared **ROY REID**
President of **Roy Reid Building Company, a Texas**
 corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
 he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed
 of said corporation.



FRANK NORMAN
 NOTARY PUBLIC
 BELL COUNTY, TEXAS
 MY COMMISSION EXPIRES _____

Given under my hand and seal of office on this the 24 day of November, A.D. 19 81.

Notary Public in and for State of TEXAS, Texas.
 My commission expires 2-21, 1982.

(Printed or stamped name of notary)

FIELDNOTES of a tract of land out of the Baldwin Robertson Survey,
 Abstract No. 17, in Bell County, Texas, and being out of and a part
 of that certain 5 acre tract described in a deed to Theodore R. Johns
 et ux, and of record in Vol. 1057 Page 164 of the Deed Records of
 Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the south margin of Poison Oak Road
 and being N 71° 12' 16" W 270 ft. from the northwest corner of that
 certain 0.538 acre tract described in a deed to Dinah Kay Johns
 Langlitz et vir and of record in Vol. 1479 Page 225 of the Deed Records
 of Bell County, Texas, and being the northeast corner of this;

THENCE N 71° 12' 16" W 90 ft. along the south margin of Poison Oak
 Road to an iron pin for the northwest corner of this;

THENCE S 17° 28' 20" W 160.48 ft. to an iron pin for the southwest
 corner of this;

THENCE S 71° 45' 32" E 90 ft. to an iron pin for the southeast
 corner of this;

THENCE N 17° 29' E 150.61 ft. to the place of beginning, containing
 0.331 acres.

FILED FOR RECORD THIS 25 DAY OF NOVEMBER 1981, AT 9A M.

MRS. RUDY MCNEE, COUNTY CLERK, OF BELL COUNTY BY R. Hollas DEPUTY

RESOLUTION NO. 2019-9511-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, FINDING THAT A PROPERTY SITUATED IN THE BALDWIN ROBERTSON SURVEY, ABSTRACT NO. 17, BELL COUNTY, TEXAS, IS NECESSARY FOR THE PROPOSED EXPANSION OF POISON OAK ROAD AND AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN THE PROPERTY PURSUANT TO GOVERNMENT CODE §2206.053; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City is currently in the design phase for the proposed expansion of Poison Oak Road and the design requires the acquisition of right of way from thirty-two properties – twenty-nine of the thirty-two properties are owned by twenty-five private citizens or entities;

Whereas, The City has acquired or is coordinating closing of ten rights of way, and Staff continues to actively negotiate with each of the remaining property owners in hopes of reaching agreement within the coming weeks;

Whereas, the City and one property owner were able to reach an agreement, but after due diligence by both Stateside Right of Way Services Inc. (“Stateside”) and Centraland Title Company, it has been determined that clear title to this property cannot be conveyed without litigation;

Whereas, the property is addressed as 8817 Poison Oak Road, Temple, Texas (Bell CAD ID No. 100135);

Whereas, Staff is requesting, pursuant to Government Code § 2206.053, that Council authorize the use of the power of eminent domain to acquire the property legally described as being 0.331-acre, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, being all of a called tract described in a deed to Frances D. Roder and of record in Volume 1762, Page 692 of the Deed Records of Bell County, Texas - the property is located at the 8817 Poison Oak Road, Temple, Texas, Bell CAD ID No. 100135;

Whereas, funding for the purchase of the above property is appropriated in Account No. 365-3400-531-6886, Project No. 101715; 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 hereby finds and determines that the necessity exists for acquiring, by eminent domain, an approximately 0.331-acre tract, situated in the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas, located at the 8817 Poison Oak Road, Temple, Texas, Bell CAD ID No. 100135.

Part 3: The City Council hereby finds and determines that the expansion of Poison Oak Road is a public use under Chapter 251, Local Government Code § 251.001(a)(1).

Part 4: The City Council authorizes the use of the City's eminent domain authority under Article 3, Section 3.6, of the Charter of the City of Temple and the initiation of condemnation proceedings of said property interests.

Part 5: 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 and the Truth in Condemnation Act, Chapter 2206, Government Code § 2206.053.

PASSED AND APPROVED this the 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

Lacy Borgeson
City Secretary

Kayla Landeros
City Attorney



COUNCIL AGENDA ITEM MEMORANDUM

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Item #14
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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 a property necessary for the Poison Oak Road Expansion Project and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$160,000.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: The City is in the design phase for roadway improvements to Poison Oak Road from State Highway 317 to Old Waco Road. Improvements include expanding the current two lane pavement section to a new four lane roadway, extending to connect to Old Waco Road, pedestrian facilities, drainage conveyance, utilities, street lighting, and landscaping.

The design requires the acquisition of right of way from thirty-two properties. Twenty-nine of the thirty-two properties are owned by twenty-five private citizens or entities. One right-of-way has been donated by Belton Independent School District. The City and the State of Texas (TxDOT) own the two remaining properties.

Appraisals have been conducted on all the properties and offers have been made to those property owners based on the appraisals. For those properties that will require relocation, Stateside is preparing the necessary relocation studies. The City has acquired four rights of way and is coordinating closing on three properties.

With the assistance of Stateside Right of Way Services, Inc. (Stateside), the City has reached an agreement with a property owner. The property is a whole taking and requires the relocation of the owner-occupants. Stateside conducted a relocation study to determine relocation benefits due to the owner-occupants.

At this time, Staff is asking for authorization to purchase the property necessary for the Poison Oak Road Expansion Project and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$160,000.

The addresses and Bell County Appraisal District ID Numbers of the property is 8719 Poison Oak Road, #53389.

FISCAL IMPACT: Funding for the purchase of a property necessary for the Poison Oak Road Expansion Project and authorizing closing costs and relocation benefits associated with the purchase in an estimated amount of \$160,000 is available in account 365-3400-531-6886, project 101715.

ATTACHMENTS:
[Resolution](#)

RESOLUTION NO. 2019-9512-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF A PROPERTY NECESSARY FOR THE POISON OAK ROAD EXPANSION PROJECT; AUTHORIZING CLOSING COSTS AND RELOCATION BENEFITS ASSOCIATED WITH THE PURCHASE IN A TOTAL ESTIMATED AMOUNT OF \$160,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City is in the design phase for roadway improvements to Poison Oak Road from State Highway 317 to Old Waco Road - improvements include expanding the current two-lane pavement section to a new four-lane roadway, extending to connect to Old Waco Road, pedestrian facilities, drainage conveyance, utilities, street lighting, and landscaping;

Whereas, the design requires the acquisition of right of way from thirty-two properties - twenty-nine of the thirty-two properties are owned by twenty-five private citizens or entities;

Whereas, appraisals have been conducted on all the properties and offers have been made to those property owners based on the appraisals - for those properties that will require relocation, Stateside Right of Way Services, Inc. (Stateside) is preparing the necessary relocation studies;

Whereas, the City has acquired four rights of way and is coordinating closings on three properties - with the assistance of Stateside, the City has reached an agreement with one property owner;

Whereas, the property is a whole taking and requires the relocation of the owner-occupants - Stateside conducted a relocation study to determine relocation benefits due the owner-occupants;

Whereas, Staff recommends Council authorize the purchase of the property located at 8719 Poison Oak Road, Temple, Texas, Bell CAD ID No. 53389 for the Poison Oak Road expansion project and recommends Council authorize closing costs and relocation benefits in an estimated amount of \$160,000;

Whereas, funding for the purchase of this property is available in Account No. 365-3400-531-6886, Project No. 101715; 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 the property located at 8719 Poison Oak Road, Temple, Texas, Bell CAD ID No. 53389 which is necessary for the Poison Oak Road expansion project, authorizes closing costs and relocation benefits in a total estimated amount of \$160,000, and authorizes the City Manager, or her 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 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 17th day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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:

Brynn Myers, City Manager
Erin Smith, Assistant City Manager

ITEM DESCRIPTION: Consider adopting a resolution appointing members to the Comprehensive Plan Advisory Committee.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: A broadly representative Comprehensive Plan Advisory Committee (CPAC) is central to provide key input and oversight of the 14-18 month long development process of Temple's Comprehensive Plan. CPAC is envisioned to contain 15-18 active and forward-thinking members representing the development community (partners in implementation of this plan) and broader citizenry that have some familiarity with the City, Boards and Commissions, development processes, and other key elements.

Each Council member is charged with appointing three representatives each, with the Mayor having up to three additional appointments at his discretion to ensure balanced and complete representation on the CPAC. While other stakeholder groups will also be utilized for public input at various times, the CPAC functions as a steering committee.

CPAC members should ideally be available and commit to serve throughout the 14-18 month process:

- **Five** meetings of CPAC with consultants at key intervals
- **Two** public open house events

FISCAL IMPACT: None.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. 2019-9513-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE,
TEXAS, APPOINTING MEMBERS TO THE COMPREHENSIVE PLAN
ADVISORY COMMITTEE; AND PROVIDING AN OPEN MEETINGS
CLAUSE.

Whereas, a broadly representative Comprehensive Plan Advisory Committee (CPAC) is central to provide key input and oversight of the 14-18-month long development process of Temple's Comprehensive Plan;

Whereas, CPAC is envisioned to contain 15-18 active and forward-thinking members representing the development community (partners in implementation of this plan) and broader citizenry that have some familiarity with the City, Boards and Commissions, development processes, and other key elements;

Whereas, each Councilmember is charged with appointing three representatives each, with the Mayor having up to three additional appointments at his discretion to ensure balanced and complete representation on the CPAC - while other stakeholder groups will also be utilized for public input at various times, the CPAC functions as a steering committee;

Whereas, CPAC members should ideally be available and commit to serve throughout the 14-18-month process which will include:

- Five meetings of the CPAC with consultants at key intervals;
- Two public open house events; 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 hereby appoints members to the Comprehensive Plan Advisory Committee (CPAC), as set forth in Exhibit A, attached hereto and incorporated herein for all purposes

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 by law and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **17th** day of **January**, 2019.

THE CITY OF TEMPLE, TEXAS

TIMOTHY A. DAVIS, 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:

Lacy Borgeson, City Secretary

ITEM DESCRIPTION: Consider adopting resolutions:

- (A) Designating the Chair of the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors to fill a term through December 31, 2019; and
- (B) Appointing one member to the Civil Service Commission to fill an unexpired term through September 1, 2019.

STAFF RECOMMENDATION: Adopt resolution as presented in item description.

ITEM SUMMARY: (A) Chapter 311 of the Tax Code, Tax Increment Financing Act, specifies that each year the governing body of the municipality shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year. The board of directors may elect a vice-chairman to preside in the absence of the chair.

Tyler Johnson is currently serving as Chair of the TIF RZ No. 1 Board of Directors.

At this time, Staff recommends the Council designate one member of the board to serve as Chair to fill the unexpired term through December 31, 2019.

(B) Mr. Talley resigned as a member of the Civil Service Commission in December 2018. At this staff recommends the Council appoint one member to fill an unexpired term through September 1, 2019.

FISCAL IMPACT: N/A

ATTACHMENTS:

[RZ No. 1 Board Member List](#)
[Civil Service Commission List](#)
[Resolution](#)

TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (Make recommendations to the City Council concerning the administration of the Zone. The board of directors exercise powers necessary to implement the project plan which is delegated by ordinance of the Council.) rev 081618

Michelle DiGaetano		913-3840	09/2020
Harry Adams		718-5257	09/2019
Larry Neal		913-8498	09/2019
Tyler Johnson		(214)404-9753	09/2019
Bob Browder	TC Rep	760-6164	09/2019
Sonjanette Crossley		421-0146	09/2019
Raymond Smith		760-7947	09/2020
John Mayo		541-6816	09/2020
Steve Wright	TISD Rep	913-6013	09/2019
Bryan Daniel		913-7675	09/2019
Bill Schumann	Bell Co. Rep	760-7922	09/2019
Blake Pitts		534-1638	09/2020
John Kiella	BISD Rep	541-3360	09/2020
Gary Schmidt	Troy ISD Rep	718-5099	09/2020
Calvin Sanders	Elm Creek Water District	541-4429	09/2019

CIVIL SERVICE COMMISSION (Makes rules and regulations for administering the personnel system within the Fire and Police Departments, hear and rule on appeals of disciplinary actions from the Fire and Police Departments, establish qualifications and rules of conduct for Fire and Police personnel.) rev 081618

Joyce Adams	931-3678	09/2020
Robert Curtis	462-2260	09/2021
VACANT		09/2019