



**MEETING OF THE  
TEMPLE CITY COUNCIL**

**TEMPLE PUBLIC LIBRARY  
100 W. ADAMS AVENUE  
3<sup>rd</sup> FLOOR – McLANE ROOM**

**THURSDAY, MAY 7, 2020**

**2:00 P.M.**

**AGENDA**

**CITY COUNCIL WORKSHOP AGENDA:**

**I. WORK SESSION**

1. Receive an update on the City of Temple's surface water monitoring program.
2. Receive a presentation covering updates for the Employee Policy Manual.
3. Receive a presentation covering the Strategic Plan quarterly progress report.
4. Discuss the employment, duties, and work plans of the City Manager.  
*Pursuant to 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 Manager. No final action will be taken.*
5. Participate in a cyber security awareness training program.

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

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**5:00 P.M.**

**MUNICIPAL BUILDING  
2 NORTH MAIN STREET  
CITY COUNCIL CHAMBERS – 2<sup>ND</sup> FLOOR  
TEMPLE, TX**

**TEMPLE CITY COUNCIL  
REGULAR MEETING AGENDA**

**For members of the public wishing to view the meeting, or participate in the public hearings, instructions will be available on the home page of the City of Temple website ([www.templetx.gov](http://www.templetx.gov)) at least 24 hours before the meeting time.**

**I. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

**II. ELECTION ITEMS**

3. Administer Oaths of Office to unopposed Councilmembers for District 2 and District 3.

**III. CONSENT AGENDA**

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

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

**Minutes**

- (A) [April 16, 2020 Special & Regular Called Meeting](#)
- (B) [April 24, 2020 Special Called Meeting](#)

**Contracts, Leases, & Bids**

- (C) [2020-0040-R](#): Consider adopting a resolution beginning the voluntary annexation process for properties subject to expiring Development Agreements executed pursuant to Chapter 212 of the Texas Local Government Code and directing staff to negotiate new non-annexation development agreements with the property owners.
- (D) [2020-0052-R](#): Consider adopting a resolution authorizing a one-year lease agreement with PAX Consulting and Counseling, LLC, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).

- (E) [2020-0053-R](#): Consider adopting a resolution approving a Community Development Block Grant Subrecipient Agreement with Citizens for Progress to administer the Housing Reinvestment Program for the City of Temple.
- (F) [2020-0054-R](#): Consider adopting a resolution authorizing a construction contract with EBCO General Contractor, Ltd. of Cameron for Parks maintenance facility improvements in the amount of \$526,607.30.
- (G) [2020-0055-R](#): Consider adopting a resolution finding that Oncor Electric Delivery Company LLC's Application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied.
- (H) [2020-0056-R](#): Consider adopting a resolution authorizing approval of a Street Use License to allow for the encroachment of a new subdivision entry sign, landscaping, and irrigation located in The Bend Subdivision, Temple, Bell County, Texas, addressed as 1604 Bend Drive.
- (I) [2020-0057-R](#): Consider adopting a resolution assuming jurisdiction, control, and maintenance of 3.082-acres of right-of-way for public road purposes from the State of Texas necessary for H.K. Dodgen Loop also known as Loop 363.
- (J) [2020-0058-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 \$390,000.
- (K) [2020-0059-R](#): Consider adopting a resolution authorizing the purchase of 3.302 acres of right-of-way needed for the future expansion of Blackland Road and authorizing the payment of closing costs associated with the purchase, in the total estimated amount of \$60,000.

#### **Ordinances – Second & Final Readings**

- (L) [2020-5027](#): SECOND & FINAL READING – FY-20-4-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 23.476 +/- acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas.

#### **Misc.**

- (M) [2020-0060-R](#): Consider adopting a resolution authorizing budget amendments for fiscal year 2019-2020.

## **IV. REGULAR AGENDA**

### **ORDINANCES**

5. [2020-5028](#): FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending City Code of Ordinances, Chapter 6, Animals, to make minor corrections to chapter.
6. [2020-5029](#): FIRST READING – PUBLIC HEARING – FY-20-17-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural to Commercial zoning district on 3.182 +/- acres, located in the Vincent Barrow Survey, Abstract 64 in Bell County, Texas, addressed as 5412 and 5358 North General Bruce Drive.

### **RESOLUTIONS**

7. [2020-0061-R](#): PUBLIC HEARING – Conduct a public hearing and consider adopting a resolution approving an amendment to the Community Development Block Grant Citizen Participation Plan.

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

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I hereby certify that a true and correct copy of this Notice of Meeting was published to the City of Temple's website at 1:17 PM, May 4, 2020.



Interim City Secretary

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





## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(A-B)  
Consent Agenda  
Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

Stephanie Hedrick, Interim City Secretary

**ITEM DESCRIPTION:** Approve Minutes:

- (A) April 16, 2020 Special & Regular Called Meeting
- (B) April 24, 2020 Special Called 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:**

[April 16, 2020 Special & Regular Called Meeting Minutes](#)  
[April 24, 2020 Special Called Meeting Minutes](#)

# TEMPLE CITY COUNCIL

**APRIL 16, 2020**

The City Council of the City of Temple, Texas conducted a Regular Meeting on Thursday, April 16, 2020 at 5:00 PM in the Council Chambers, Municipal Building, 2nd Floor, 2 North Main Street.

**Present:**

Councilmember Susan Long  
Councilmember Jessica Walker  
Councilmember Wendell Williams  
Mayor Pro Tem Judy Morales  
Mayor Timothy A. Davis

## **I. WORK SESSION**

### **1. Discuss the CDBG grant funding from the CARES Act/COVID-19 response legislation.**

Brynn Myers, City Manager, presented to Council the 2020 CARES ACT CDBG Funding that the City has received through this Act. The 2020 CARES Act and have just an initial conversation around that and provide you some information on what, what we know about that funding right now, and some of the possible uses of that funding as we're moving forward. On March 27, 2020, President Trump signed the Coronavirus Aid Relief and Economic Security Act, better known as the CARES Act. Part of the CARES Act involves an allocation and additional allocation to communities who are participants in the Community Development Block Grant Program through the Department of Housing and Urban Development. The CDBG program can be employed by local governments to support economic and community development efforts in response to the COVID-19 pandemic, the CARES Act included approximately \$5 billion for the CDBG supplement, there will be actually three allocations. The first allocation is \$2 billion that is going to be allocated to state and local governments that are entitlement communities under the normal CDBG Program and will be based on the same allocation formula that was used to allocate the 2020 CDBG entitlement block grant funds. An additional \$1 billion will go directly to state to support a coordinated response across both entitlements, as well as, non-entitlement communities. And just as a reminder for the terminology related to CDBG. If you are a community that is over 50,000 in population, that is called an entitlement community or a direct participant in the CDBG program. Funding comes directly from the federal government. Communities that are under \$50,000, in population are able to apply through their state agency to receive the funds. The City of Temple is over 50,000 in population, we are an entitled entitlement community. The City will be receiving direct funding from HUD. Later on, \$2 billion will be allocated to state and local governments based on the prevalence and risks of COVID-19 and the related economic and housing disruption. The last \$2 billion hasn't been allocated yet. We are unsure of the exact formula that will be used to determine how that gets spread throughout the nation. We do know based on that first branch that first \$2 billion, the City of Temple will receive just under \$370,000 in supplemental

funding from HUD for COVID-19 response. We anticipate that the City will receive funding in the next 30 to 45 days. We have a couple of options that we can consider; can use the additional funds in this plan year or this fiscal year. The CDBG program refers to fiscal years as plan years. Would need to submit a substantial amendment to our Consolidated Plan and our Annual Action Plan in order to do that. Will be a very similar process to an item that you will be considering on your regular agenda tonight, where we are doing a substantial amendment to the plans; could do another substantial amendment to add in this additional funding, or, alternatively, we could wait and use those funds as part of our plan year 20, which is the City's fiscal year 2021. Mentioned earlier, the City does anticipate receiving additional COVID-19 related funding through HUD in plan year 20, fiscal year 21. This would be related to second release of the additional \$2 billion. Formula hasn't been set aside on how that will be allocated. Types of examples of eligible activities to support Coronavirus response include buildings and improvements including public facilities, assistance to businesses including Special Economic Development Assistance, provision of new or quantifiable increased public services, and planning, capacity building and technical assistance. The City is a member of the National Community Development Association that specializes in helping communities with CDBG and related programs, they polled their members in April to get an idea of how those cities and those local governments plan to use the allocation that they were receiving as part of this funding. They have a total of 68 grantees respond to that poll from 32 different states. Happens to be a broad ranging geographic representation, but what that poll found that there were three primary activities that most governments indicated they were going to be using their funds, and two that stood out as the majority, one of those was to provide public service assessments, primarily, rental or mortgage assistance, utility assistance to individual citizens who've been impacted by COVID. Perhaps by losing their job, have been furloughed, hours reduced, because of COVID-19. The second common thing that we have heard is about assistance to small businesses. Which would provide loans or grants to small businesses, mainly around the goal of retaining employees or being able to pay basic business expenses like lease payments or rental payments, and trying to provide the structure so it provides really a short term, and I get assistance that really pairs up, and doesn't take the place of other funding available, instead of duplicating efforts really trying to fill that niche and gap that small businesses may be experiencing. Another common area that that cities are using this for is just other public services such as food, shelter counseling, other types of public service delivery. Mayor Davis asked how the direct rent or mortgage assistance is and will the City try to administer this program? Is the City set up to administer take applications for or is there another organization in town that will assist? Ms. Myers noted that this slide is just showing the polling results of what other cities are doing, and we might consider using our allocation for is to partner with our some of our local nonprofits. Initial conversations have been held with United Way and the Temple Chamber of Commerce to develop community relief fund that would allow us to help meet the immediate needs of individuals and families who are residents of Temple as well as businesses located in Temple that have been directly impacted by COVID-19. This could include things like rental assistance, utility assistance to individuals and families. The proposal would be that the City would enter into a sub recipient relationship with United Way to administer the take the applications and administer the intake on the programming so the City wouldn't be doing that directly. The City would also see community relief funding be able to support our local small businesses that had been impacted by COVID-19. Perhaps they

have had to close or reduce their hours or services, this could be business that is not limited to, but examples are; restaurants, salon, gyms, other personal services, retail, nonessential retail, and hotels. Thirdly, it could also potentially provide support to other nonprofits so that our goal would be that the program is to really try to bring resources together so it is not just City of Temple's funds, but that we are we have a single program for the community where United Way is kind of a single intake point and would be able to work with a small group of partner agencies and organizations to vet applications and get grants awarded to our citizens and businesses. Ms. Myers added we are still waiting on additional guidance from HUD but mentioned potential use of funding. If this is something that Council feels generally supportive of, Staff could be doing a lot of the groundwork and legwork and be prepared to move very quickly once the City is able to use funding from HUD. Councilmember Walker noted that, this is a wonderful opportunity and so many are in need, thinks it is a great use of funding.

Mayor Pro Tem Morales agreed and added that it can address immediate needs and would like to see us use some funding for transportation or get lists for assisting other people to get to work or for medical reasons. We are working with existing nonprofits like United Way taking the very good first response.

Mayor Davis asked Ms. Myers if the City has seen any documentation where someone like the HOP might get CDBG funding? Ms. Myers noted that they believe the Hill Country Transit District is going to be getting direct allocation from the CARES Act.

Mayor Pro Tem Morales added that transportation not limited to just the HOP unless, they are able to provide that immediate need. If they have routes, they don't go out, for example to the industrial area they just go a certain route system, so that is timely. If someone needs to go to the hospital or other medical appointments, then it's difficult for them to get to if it's going to be on a route system.

Councilmember Williams noted one of the issues is that \$368,000 is nothing to turn away, but it won't go very far. Thought is concentrated on the individual, and that we can help small businesses are having lots of issues. There are programs not only the government's doing the banks are doing to assist them and it's the individuals that may really need the most assistance, and \$368,000 plus other partners that might bring something in and really make good material difference to a lot of people. Would be more geared towards the individual help versus small business.

Ms. Myers noted that there have been communities that have wanted to participate in both programs, but have allocated, around 80% of the funding has to go to individual assistance and 20% can go to business assistance, not sure of exact percentages. For example, Council could consider that, and other communities have put a match \$360,000. However, with the type of need that the City going to experience, it is going to go quickly. Other cities have also encouraged matching, that is something that the City has discussed with United Way, and they're very supportive of, if the City puts in one dollar, that dollar would be matched from private fundraising or other another entity. By partnering with the United Way to bring us all together, this would be something that's more than just \$368,000. Those two things were suggested to Council to consider talking about what percentage of the money would want to see go to

individuals versus small business, if any to small business and then a match from the City.

Mayor Davis asked if United Way is willing to participate financially. Ms. Myers confirmed, yes so that the idea would be that United Way would award, as an example, if they gave \$100 grant to someone that say 60 dollars could come from the City of Temple, but 40 dollars would have to be coming from other donors to the program.

Mayor Davis asked if this would be CDBG money, or additional money on top of the \$368,000? Ms. Myers confirmed it would be the \$368,000. Councilmember Williams added that it's a chance to build a community fund and the United Way could do that and would be a good use of those dollars.

Ms. Myers asked Council if they may have an idea of what level of the funding, they would be comfortable directing towards businesses versus individuals. Councilmember Long added that if businesses have already applied for a small business loan, theoretically, the funds will be coming through. Does this then become duplicative to small business? Whereas Councilmember Williams' point to the individuals might be where the money might be available to the vendor the individual faster? Ms. Myers noted that there has been thought on potentially doing utility assistance programs even before seeing results from other communities. It was something common that people were looking at.

Council was asked to recall that the City has paused utility cut offs for City. The issue is that the bill is still due. Ms. Myers referenced her father as an example, there's times in your life where if you're at that point where you're struggling to pay the bill for that month having it deferred is good, that's better than not having your water cut off right now, but it can be a hard struggle after two or three months of your bill piling up. That is a concern for staff that we have hopefully some way some grant program or funding source where the City can help not just defer the payment or cut off, but find a solution for those who have been really affected by this so that at the end, two or three months that is when residents are staring at a three month bill that is insurmountable to them. Ms. Myers added that many of us have been at a point in our lives, and that would be very hard, especially if you're still dealing with job loss or reduced hours. Certainly, individual utility support is, something that was a first thought and thinks Council should consider strongly.

Mayor Pro Tem Morales would also like to consider rent and leases, and if you don't pay your rent, cannot be evicted at this time, but that is going to pile up. Ms. Myers mentioned that is the same as water cut offs because the eviction process is paused, but it is not pausing the payments or penalties that are due.

Councilmember Long asked Ms. Myers if we have any idea how many unemployment applications have been filed for the Temple area. Ms. Myers answered that our information generally lags by a couple of months. Ms. Myers added that we are fortunate that we have a diversified economy, and that is certainly a strong, good thing for Temple but that doesn't completely insulate our community and our citizens from economic downturn. Whatever you're seeing on the national level, we can at least partially extrapolate that it is occurring here as well.

Traci Barnard, Director of Finance, showed most recent unemployment chart, TEI report. This is probably through February, the red line is the Nation, Temple is lagging, but it's starting to go up some. As Ms. Myers said, the data lags. In

the next two months, we will be able to see Temple's line will start going up. The Nation started going up before the local and the State did.

Councilmember Williams mentioned that when we partner with somebody, we want to make sure as many of these dollars get to the people, and not taken up by administrative fees. Does realize that there may be some cost to run the program, but you want to keep cost down to the minimum. Ms. Myers added that United Way has indicated that they will not charge an overhead fee, and that the City will not either.

Mayor Pro Tem Morales added that United Way will know what other utility companies are matching dollars, TXU has funding and other companies having emergency types of funding. Ms. Myers added that they do anticipate other utility providers will be joining. Another benefit of trying to get everything in one place so that there is the most impact as possible. Already had initial conversations with some local utility providers, and they plan on holding charitable fundraising.

Mayor Davis asked if there is a way to prioritize those dollars whenever they are awarded? For example, priority one would be if they have an outstanding bill with the City of Temple that would be paid before moving on to electric, cable, or their rent? If so, is that something that we want to consider? Ms. Myers answered, yes, there is a way to do that.

Mayor Davis reiterated to Council if this is something that they would want to consider is as part of the CDBG participation, the City of Temple's allocation of the CDBG dollars. Mayor Pro Tem Morales added that it would be helpful, and we have more homeless families in the community, with rent being a priority. Mayor Davis added for example, if someone has five outstanding bills, they have rent, electricity, a water bill and if the City of Temple is going to use the CDBG allocation to assist, they do we as the allocator, want to prioritize where funds are allocated? Another question is, once someone gets that hundred dollars from us, are they receiving a check made out to them? Ms. Myers stated that the general way with their early conversations with United Way, they would be making those payments directly to the vendors.

Mayor Davis mentioned if we prioritize funds for paying water bills, but a person's water bill is paid up and happens to be evicted, it does not help the individual. Councilmember Williams added that is correct and would be most efficient to prioritize the help being for utilities, water, electricity not necessarily cable, but mortgage payments, rent payments. If we prioritize in those areas, that is where the health really needs to go. Maybe some medical, that might be certainly an issue and that will take care of the City Temple's involvement. Mayor Pro Tem Morales agreed, first make sure there are places to stay and then utilities. Meet the basic needs that keeps them in their homes. Ms. Myers discussed in the initial conversations, the other utility providers who have indicated support for this program, have not indicated that they were going to limit or prioritize to only their utility. Discussion right now would be consistent with what other utility providers have indicated they would be willing to do, which is just to provide what's needed, and let the group or the committee that gets put together of the of the contributing entities to help establish those parameters, and not be specific to a certain utility bill. Councilmember Williams mentioned we are on the right path and when do we see this all coming together and a final decision needing to be made? Ms. Myers answered we are not exactly sure but asked for direction from Council on a percentage allocation

or if Council would want to see this being allocated towards individuals and nothing for businesses, I'm trying to I need to get a little bit of a feel for that. College Station is using CDBG funds for business, but do not know the percentage if it's 100% or how it is broken out.

Ms. Myers noted that moving forward we need to update our Citizen Participation Plan, and in that update, HUD has indicated that the City is allowed to accelerate the process by reducing our public comment period from the standard 30 days to a five-day period for this emergency situation, and only requiring one public hearing versus two. The City has already been meeting with area agencies that in order to meet the criteria of not duplicating efforts, we would need to make sure that we're coordinating closely with any other local agency who is going to receive CARES Act funding. Need to submit a waiver to HUD stating how the city will utilize these funds. Can use a sub recipient as discussed partnering with United Way. Usually we would need to go through an RFP process, won't be required for this funding. Does require a substantial amendment to the annual action plan and an environmental review. As long as we have direction from HUD, we could see having this at one of your May meetings for adoption, at that time, we can move forward quickly to actually implement. Councilmember Long asked how this changes, If everything was opened up on May 5<sup>th</sup>? The allocation process it let's say every restaurant in the City is allowed to reopen on May 5<sup>th</sup>. Erin Smith, Assistant City Manager stated it wouldn't change anything, still moving forward, there's still going to be a need. Ms. Myers noted even if, on May 5<sup>th</sup>, everyone was back to work, you still have this period of time where people have been impacted. Councilmember Long used an example if citizen A was impacted, was back to work on May 5<sup>th</sup>, but was out for the time period, we would cover March and April from that period.

Ms. Myers added the enforcement proceedings that says a cut-off that those have been stalled, but the bills are still due. This would allow us to help people get current in a best-case scenario. Mayor Pro Tem Morales added she thinks it is important we take care of the immediate issues, still concerned about the small business, do we know when second phase of distributing? Ms. Myers reiterated that we don't know what the first phase of funding is. Councilmember Long asked if the second phase that we are referring to is stalled in Congress right now? It is already been accepted just not allocated to areas. Ms. Myers confirmed it was part of the \$5 billion allocation that was included in the March 27<sup>th</sup> legislation. However, they implemented it in tranches, so there is \$2 billion that got released immediately based on the same allocation formula that they use for the normal allocations this past year and then there's another \$1 billion that's going directly to state and then the last \$2 billion is going to entitlement cities, and states but not necessarily under the formula that it was released the first \$2 billion, so that means we could get more but it also means we could get less. It depends on how they prioritize it so we could get another \$360,000 or we could get something more than that or less than that, it really just depends on what formula they use to establish how they are going to allocate that \$2 billion. Mayor Pro Tem Morales stated we need to take care of the priority first which is the citizens.

Councilmember Williams asked Ms. Myers are we anticipating that a group like the Chamber of Commerce would be involved versus the United Way? Ms. Myers responded yes, she would see that the Chamber of Commerce would be

a partner in the community relief funds, especially as it relates to small business. In Staff's initial conversations we still had talked about it being structured where the business would apply to the United Way if funds were available for small businesses through this program, but the Chamber of Commerce would be involved in the process to allocate. Councilmember Williams suggested if we have 20% toward small businesses. We would want the Chamber, or someone to give us the rules of the road for individuals, or priorities keep them in their home with water and electricity, etc. What is the objective, what are we trying to do for small businesses? Are we going pay the rent, pay payroll, pay payroll taxes and maybe somebody needs to tell us how you would address that with small businesses, which one would give us a sense of whether it makes sense, and secondly, an allocation component, but still strongly more towards the individuals, but don't want to ignore the small business, if there is a defined way of addressing. Councilmember Long asked who defines what a small business is? Councilmember Williams added the Federal Government defines a small business is 500 employees. If the chamber is going to do it, the Chamber's an appropriate group to do that, let them make a proposal that we can react to.

Ms. Myers added that is consistent with the direction that staff was considering just wanting to make sure we were heading in the right path and getting a proposal from our partners that we come in who forward to Council for approval. Going to keep asking Council because Staff does need to get some feel and direction on "yes" on the small business part, and if so, no final decision today but just some feel, or are you are you thinking 20% or thinking something different. Mayor Davis added based on the conversation but his thought is to fund business at a little higher percentage than what the group may be thinking, and the reason why it is expected to help the individual and we need to do that, but ultimately, if some of these small businesses ended up being lost or people are unemployed all that is done is put off the pain. If they don't have a job to go to maybe they get their water bill paid for a month or two, but if they don't have anywhere to go to work. Then, again you just don't feel kind of delaying the inevitable. Thought has been recently is maybe 35 percent to 40 percent of the \$368,000, go weighted toward business versus the individual. Ultimately, we want to keep businesses open to keep the citizens in their home.

Ms. Myers noted again that we do not have the full guidance yet from HUD. However, if we look at the normal processes for HUD. One of the things that we may be looking at in relation to business support is that as a criteria for being eligible, that business support would have to be a business that employed a low- or moderate-income persons. The business support would still be done with the intention of ultimately supporting a low- and moderate-income residents, but just instead of a direct allocation, it would be in an attempt to assist a business in keeping open so that those jobs remain available. Our initial thoughts on what that of type of assistance would be something around, lease payments or it could be utility payments but some type of really short term. Funding that would go to support businesses but we would start only as Councilmember Williams suggested we would certainly be looking to our partners at the chamber to help us develop that if that's something you would be wanting to do

Councilmember Williams agreed 25% range is an appropriate range.



Councilmember Long agreed, Mayor Davis's points are very valid. If the business has gone. The resident does not have a place to be employed when this is over with.

Mayor Pro Tem Morales is wondering if we have any idea for the second phase. What would be appropriate even more for small business. Mayor Davis stated that it is not going to come through for 30 to 45 days. The second phase is at least 90 days away. Thinks they are probably going to see how the first phase, and round of funding and how quickly we as a nation began to recover before they even hand out the second phase. Might be delayed more than, 30 or 45 days.

Ms. Myers noted that it is possible that it was released it with normal allocations which are available in October.

Mayor Davis added when there is talk about leaving businesses open, they are going to have higher lease rates, if in a commercial property their lease, we are paying commercial water, we are paying commercial everything, which is typically higher than that homeowner rates. Think businesses are going to have a higher need. In just a short amount of time is that small business owner who may be at risk any way of keeping their doors open, or behind on their commercial lease, they are probably also they may be behind on their individual expenses.

Councilmember Williams discussed what is happening in the business community, from a landlord standpoint, banking standpoint, banks are offering the ability to skip payments for three months no principal no interest, landlords are saying skip rents. When this turns around, will come back and amortize that amount over a period of time. Landlords understand that an empty storefront right now is going to stay empty for a long time. If they can keep the small business owner in that building, and even differ the rent. They have a chance to collect it later versus an empty building because it's going to be a difficult time for small businesses to start up once we get through this process. They are not going to be real lenient with credit, and the ability for people to startup businesses. Point being, does not have a problem with attempting to help small business to a degree that we have determined what those needs are, as far as categories. There are a lot of programs out there and there are a lot of people trying to help those small businesses survive. There are some people in this country right now in this community who are hungry. Food lines and cannot water bill cannot pay their electricity bill and it is going to come back eventually and have to be paid. If we do a small business component, a cap of 25 percent or 75 percent going the other direction and \$90,000 assisting small businesses will help some, but it's going to go for them quick. This is something we have not spent a lot of time analyzing. Councilmember Long asked if Councilmember Williams was referring to landlords in the Temple area are forbearing or forgiving rent for the time being. Councilmember Williams replied, yes and what is going on in the Nation that's going on in Temple, Texas right now.

Ms. Myers addressed Council and appreciates the conversation, and they will have another opportunity to discuss this, feels like Staff is on the right track and we have got some work to do with our partners, but will continue to work on this and be ready to bring this forward to you as soon as we can.

Mayor Davis adjourned City Council workshop at 5:04 PM, and will reconvene, as soon as possible.

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

**I. CALL TO ORDER**

**1. Invocation**

Invocation was voiced by Mayor Pro Tem Morales.

**2. Pledge of Allegiance**

Pledge of Allegiance was led by Stephanie Hedrick, Interim City Secretary.

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

**II. CONSENT AGENDA**

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

**(A) March 24, 2020 Special Called Meeting**

**(B) April 2, 2020 Regular Called Meeting**

**(C) 2020-0034-R: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick and Associates, LP, to develop the Central District Neighborhood Plan, in an amount not to exceed \$97,550.**

**(D) 2020-0035-R: Consider adopting a resolution authorizing a Geographical Information System license agreement and maintenance contract with Environmental Systems Research Institute, Inc., of San Antonio, in the amount of \$50,000.**

**(E) 2020-0036-R: Consider adopting a resolution authorizing a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvement to property located at 110 South 1st Street within the Downtown Strategic Investment Zone corridor.**

**(F) 2020-0037-R: Consider adopting a resolution authorizing a 180-day extension of the completion time permitted under the Chapter 380 Development Agreement with H5B3, LLC for improvement to property located at 112 South 1st Street within the Downtown Strategic Investment Zone corridor.**

**(G) 2020-0038-R: Consider adopting a resolution authorizing a Developer Participation Agreement with Chasdin Builders to construct a water line extension and wastewater collection system improvements as part of the**

**TMED South Development, Replat No. 1 subdivision, in the not to exceed amount of \$96,096.**

**(H) 2020-0039-R: Consider adopting a resolution authorizing a two-year lease agreement with Morris & Pursley Financial Plans, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).**

**(I) 2020-0040-R: Consider adopting a resolution authorizing a lease agreement with Lisa Bailey for lease of T-hangar #69 at the Draughon-Miller Central Texas Regional Airport.**

Motion by Mayor Pro Tem Judy Morales (I) 2020-0040-R: Consider adopting a resolution authorizing a lease agreement with Lisa Bailey for lease of T-hangar #69 at the Draughon-Miller Central Texas Regional Airport., be Table, seconded by Councilmember Susan Long.

Motion passed unanimously.

**(J) 2020-0041-R: Consider adopting a resolution authorizing a professional services agreement with Kasberg, Patrick & Associates, LP, to design, bid, and administer construction for the Westgate Addition Railroad Berm Drainage Improvements, in the amount of \$321,110, as well as, declare an official intent to reimburse the expenditures with the issuance of the Combination Tax and Revenue Certificates of Obligation Bonds, Series 2020.**

**(K) 2020-0042-R: Consider adopting a resolution authorizing an encroachment easement agreement with Oncor Electric Delivery Company, LLC to allow the City to construct and operate a gravel road in an Oncor easement necessary for the operation of the City landfill.**

**(L) 2020-0043-R: Consider adopting a resolution authorizing an amendment to the professional services agreement with Walker Partners, LLC, for the final design of Hartrick Bluff Road from Waters Dairy Road to FM 93, in the amount of \$580,400.**

**(M) 2020-0044-R: Consider adopting a resolution authorizing an increase of \$148,566 to the estimated annual expenditure for construction materials testing allocated under the FY 2020 services agreement with Langerman Foster Engineering Company, LLC of Waco.**

**(N) 2020-0045-R: Consider adopting a resolution authorizing the annual Microsoft Software Enterprise Renewal with SHI Government Solutions of Austin, in the amount of \$230,856.03.**

**(O) 2020-0046-R: Consider adopting a resolution authorizing a one-year renewal to the lease between the City of Temple, City of Belton and the Secretary of the Army for the Miller Springs Nature Center.**

**(P) 2020-0047-R: Consider adopting a resolution authorizing the rejection of all bids received on March 17, 2020, for construction of the Temple-Belton Wastewater Treatment Plant Vacuum Truck Dump Station Project.**

**(Q) 2020-0048-R: Consider adopting a resolution authorizing the purchase of an enterprise firewall solution from Dell Marketing LP, of Round Rock, in the amount of \$80,489.89.**

**(R) 2020-0049-R: Consider adopting a resolution authorizing the purchase of three properties necessary for the Avenue C Expansion Project and authorizing closing costs and relocation benefits, in an estimated amount of \$585,000.**

**(S) 2020-0050-R: Consider adopting a resolution authorizing the purchase of a front load refuse truck from Chastang Enterprises, Inc. of Houston, in the amount of \$316,015, as well as, declare an official intent to reimburse the expenditures with the issuance of the Limited Tax Notes, Series 2020. Misc.**

**(T) 2020-0051-R: Consider adopting a resolution authorizing budget amendments for fiscal year 2019-2020.**

Motion by Councilmember Susan Long 3. Consider adopting a resolution approving the Consent Agenda items and the appropriate resolutions and ordinances for each of the following:, be Approve, seconded by Councilmember Wendell Williams.

Motion passed unanimously.

### **III. REGULAR AGENDA**

#### **ORDINANCES**

- 4. 2020-5027: FIRST READING – PUBLIC HEARING – FY-20-1-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 23.476 +/- acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas.**

Brian Chandler, Director of Planning, presented the Turner voluntary annexation request, first reading. Area is along Barnhardt Road and State Highway 95, just to the east of TISD property for future elementary and middle schools. According to the Texas Local Government Code chapter 43 which governs voluntary annexation, the property must be contiguous to the City limits. It allows annexation if the property owner requests it. Thus, it is voluntary, and it requires the City to hold a public hearing prior to adoption. This is the first hearing and the second hearing at the next Council meeting held on May 7, 2020, which is required by our City Charter for an ordinance Local Government Code section, 43.905 and 43.9051 requires the City to provide written notice regarding any fiscal impacts caused by the proposed annexation. The affected entities in which we noticed include Temple Independent School District, Little River Academy, Bartlett Volunteer Fire Department and EMS, as well as, Bell County. The only entity that would be fiscally impacted upon development, assuming that residential development would come forward

within the next year but it is not at this time. TISD is the only one that would be impacted, others would have reduced fiscal impact, including county roads that would become City roads, etc. Area is 23, acres and some change, the southeast extraterritorial jurisdiction. That's adjacent to the recent annexation and rezoning that included the TISD school sites or planned developments Single Family-Two, as well as Planned Development-General Retail. Includes land that will be acquired for future right-of-way for Blackland Road, no rezoning has been submitted at this time, one is anticipated in the future, Section, 43.0672 of the Local Government Code property owner has offered and has accepted the Municipal Services Agreement, which is a negotiated written agreement in a per recent legislation. The City is not required to provide a service that is not included in the agreement. The agreement was circulated to all relevant departments, which include Fire, Police, Planning and Development, Parks, Streets, Wastewater, and Water which could be available by owner request for connection. After annexation Solid Waste services would be available, Code Compliance, and Animal Services. Staff recommends approval of this voluntary annexation.

Councilmember Long referenced back to the land that will be acquired for connection to Blackland Road. Was asked if it means the City will acquire that land as a right-of-way. Ms. Myers noted Staff is having conversations. It is a voluntary transaction, not an eminent domain situation.

No one spoke during the public hearing.

Motion by Mayor Pro Tem Judy Morales 4. 2020-5027: FIRST READING – PUBLIC HEARING – FY-20-1-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 23.476 +/- acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas., be Approve, seconded by Councilmember Susan Long.

Motion passed unanimously.

## RESOLUTIONS

5. **2020-0032-R: SECOND PUBLIC HEARING: Consider adopting a resolution amending the Community Development Block Grant 2015-19 Consolidated Plan and the 2019-20 Annual Action Plan by reallocating funds from a planned infrastructure project to a Historic Preservation Project in East Temple.**

Erin Smith, Assistant City Manager, addressed Council that annually the City receives funds from the CDBG funds from HUD. For the purpose of developing programs for communities for decent housing, as well as expanding economic opportunities for low- and moderate-income persons. The City has both a Consolidated Plan and an Annual Action Plan. The Consolidated Plan when we think about it like a Strategic Plan, those are a five-year span of goals and activities to be undertaken by the

City. Each year we do an Annual Action Plan which defines the programs within that five-year Consolidated Plan. The last Consolidated Plan was developed in 2015 goes through 2019 and we are currently developing for 2020. We have several goals and priorities, mainly for owner occupied housing for big communities, that's the ability, expanding support services for LMI children, youth, disabled, removing barriers to education, job and section three compliance, and furthering fair housing to reduce those barriers to affordable housing. Staff is proposing to relocate \$130,000 from the Infrastructure Improvement Project or Preservation Project and does require a substantial amendment to both of these plans.

The Historic Preservation Project is for a building located at 201 South MLK Drive. This building is rich in historic value, it was first constructed in 1928 close to 100 years old. The City of Temple designated this as a local historic landmark in January of 2020. This project will support Community Enhancement Center building where Citizens for Progress will hold financial management, home ownership classes and services for LMI individuals. The Annual Action Plan budget for program year 19 again fiscal year 20. The line item infrastructure is \$130,000. Staff is proposing to reallocate the funds to support the Historic Preservation Project, and \$30,000 in infrastructure projects, and an additional \$100,000 fund balance so total balance available \$230,000. This will allow for us to utilize 30% of our CDBG funds toward Historic Preservation Projects. The total amount of CDBG funds that are received yearly, 30% of that is \$188,000. During the amendment process a public comment period was held during the month of March, held two public meetings on March 17 at 9am and one at 6pm. At the last council meeting on April 2, 2020, we had the first public hearing and today, we will hold the second public hearing and request council action to recommend approval of this substantial amendment to both the Annual Action Plan, and the Consolidated Plan.

No one spoke during the public hearing.

Motion by Councilmember Jessica Walker 5. 2020-0032-R: SECOND PUBLIC HEARING: Consider adopting a resolution amending the Community Development Block Grant 2015-19 Consolidated Plan and the 2019-20 Annual Action Plan by reallocating funds from a planned infrastructure project to a Historic Preservation Project in East Temple., be Approve, seconded by Councilmember Wendell Williams.

Motion passed unanimously.

6. **2020-0031-R: Consider adopting a resolution authorizing the purchase of 43 vehicles from the following vendors in the total amount of \$1,656,587.18: \* 19 vehicles from Silsbee Ford of Silsbee in the amount of \$882,126.50; \* 20 vehicles from Grapevine DCJ, LLC of Grapevine in the amount of \$567,166; \* 1 vehicle from Gunn Chevrolet of Selma in the amount of \$117,526; \* 2 vehicles from Johnson Brothers Ford II, Ltd of Temple in the amount of \$65,546.68; and \* 1 vehicle from Temple Mac Haik Dodge of Temple in the amount of \$24,222.**

Ms. Myers asked council to recall that this was an item staff asked them to table at the last meeting. The reason being is that with such a significant purchase and some uncertain economic conditions that we find ourselves in. Council was asked if Staff could have a couple more weeks to do a thorough analysis of this purchase and make sure that there was confidence in making this recommendation to Council to move forward, Staff is recommending moving forward with the vehicle purchases in full. Council was thanked for allowing the additional time to conduct a thorough analysis and feel confident in the recommendation. This is a larger number of vehicles than we normally see being purchased in a single fiscal year. That is because this purchase is actually reflecting both FY 19 and FY 20 vehicle replacements, this is two years' worth of vehicle replacement. Thanked Traci Barnard, Director of Finance, along with the Finance Department team; Kirk Scopac, Director of Fleet Services and his team for the information and pulling this analysis together, many of the assets that are the under consideration for Council to replace in this order are in either critical or poor condition. We have also been notified that the vehicle manufacturing companies are temporarily reporting, or temporarily stopping production. However, orders are still being placed for vehicles, so while we do not know when the exact delivery time would be for orders. If we placed one after potential council authorization tonight, our best estimates at this time are that we would not actually be able to take delivery of these vehicles until December of 2020. Any further delays in ordering will likely only push back these delivery dates, because the orders will be fulfilled in a first come first serve basis. The vehicles that are in critical condition, there are typically going to see higher maintenance costs, the longer that we leave them in the fleet and with maintenance costs also comes significant downtime. This downtime impacts the budget hinders the department's ability to perform their services to the community and ultimately impede service delivery to our citizens. We do have other operating capital expenditures that we can consider pausing if that becomes necessary. We are working on a thorough analysis of COVID-19 impacts to our budget, and we will be able to provide an overview of that, as well as, any recommended adjustments in the coming days. For those reasons, Staff does recommend that we move forward with the purchase on the, on the agenda as presented. There are some local preference options for you to consider as well.

Belinda Mattke, Director of Purchasing, presented the vehicle purchase item. This happens to be 11 independent bids; 41 pickups basically and one 15 passenger van for Parks and Recreation along with one minivan for the Transform Temple Department. Bids opened on March 17, 2020. There were eight vendors that submitted a bid. Included in those eight vendors were three local bidders being Johnson Brothers Ford II, Ltd, Temple Mak Haik Dodge and Garlyn Shelton Nissan. Staff recommendation to award the purchase of the 43 vehicles to the five low responsive bidders, that is made up of five vendors that being Silsbee Ford, Grapevine DCJ, LLC, Gunn Chevrolet, Johnson Brothers Ford II, Ltd, and Temple Mak Haik Dodge. There is a total 11 bids 43 vehicles for a grand total if we accept the low bids of \$1,656,587. However, a local preference option on three of the 11 bids per the Council adopted local preference policy staff will recommend award to low bidders. If there is local vendors that were the bid is less than \$500,000, and the local bidder is located within the City of Temple City limits, and the local bidder is

submits a bid and declares a local preference declaration and their bid is within 5% of the low bid, Council has the option to consider what is the best combination of price, and additional economic benefit in the award. Three of 11 bids do have a local preference option where the bid section is less than \$500,000, and the local, and there is a local vendor that is within 5% of the lowest bid received that being under and disclosed in the agenda packet. Bid tabulation A, bid tabulation H, and bid tabulation J, all of which would total up to a local preference option cost of \$9,108.40. If Council would elect to take local preference option on all three of those bids, it would revise the bid award from Grapevine DCJ, LLC instead of awarding five bids to them, two bids would be awarded. And instead of 20 vehicles being awarded to them two vehicles would be awarded to them, and it would all revise their recommended award from \$560,001.66 to \$61,923 those vehicles would then get awarded to Johnson Brothers Ford II, Ltd. Whereas, currently they have two bids being awarded to them, that would change their bids awarded to five instead of two vehicles that would be 20 with the revised bid award and \$579,898.08. In total, that would revise the bid. Total award from \$1,656,587.18 to \$1,665,695.58. Options are, Council does not have to take all local preferences, could elect to take the low award. Handout was given to Council with different motion options. The first option is to take Staff recommendation which, according to policy would award to the low bidder. Council could elect to take all three local preference options, that would be additional cost at \$9,108.40. Council could also take Bid tabulations H and J local preference options and that would be an additional cost. \$3,769.26, or the other option could be to just to take bid tabulation H, which an additional cost of \$905.82. Mayor Davis addressed Council just to be sure that this is going to be the best option for the City during these strange times.

Councilmember Williams addressed he would like to see the local preference option for bid tabulation A, bid tabulation H and bid tabulation J. Would be an 18 vehicles for an additional price of \$9,000 that keep the dollars in Temple, would be a \$500 per vehicle cost and that is very reasonable. Ms. Myers noted to Councilmember Williams when the motion is made, to please use a specific language that. Certain findings in order to make when the motion is made that have been crafted for the language provided to help you meet those legal requirements. Ms. Myers asked for confirmation from Ms. Mattke that the 19 vehicles is correct coming from Silsbee Ford, with the local preference option for all three. Ms. Mattke confirmed that number was correct.

Motion by Councilmember Wendell Williams 6. 2020-0031-R: Consider adopting a resolution authorizing the purchase of 43 vehicles from the following vendors in the total amount of \$1,656,587.18: \* 19 vehicles from Silsbee Ford of Silsbee in the amount of \$882,126.50; \* 20 vehicles from Grapevine DCJ, LLC of Grapevine in the amount of \$567,166; \* 1 vehicle from Gunn Chevrolet of Selma in the amount of \$117,526; \* 2 vehicles from Johnson Brothers Ford II, Ltd of Temple in the amount of \$65,546.68; and \* 1 vehicle from Temple Mac Haik Dodge of Temple in the amount of \$24,222.

Recognizing Johnson Brothers Ford II, Ltd of Temple a local vendor that



offers the City the best combination for price and additional economic development opportunities under the City's Local Preference Policy. I make a motion to purchase 19 vehicles from Silsbee Ford of Silsbee, in the amount of \$882,126.50, two vehicles from Grapevine DCJ, LLC of Grapevine, in the amount of \$61,923, one vehicle from Gunn Chevrolet of Selma, in the amount of \$117,526, 20 vehicles from Johnson Brothers Ford II, Ltd, in the amount of \$579,898.08, and one vehicle from Temple Mak Haik Dodge of Temple, in the amount of \$24,222., be Approve, seconded by Councilmember Susan Long.

Motion passed unanimously.

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

ATTEST:

\_\_\_\_\_  
Timothy A. Davis, Mayor

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

# **SPECIAL MEETING OF THE TEMPLE CITY COUNCIL**

**APRIL 24, 2020**

**Present:**

Councilmember Susan Long  
Councilmember Jessica Walker  
Councilmember Wendell Williams  
Mayor Pro Tem Judy Morales  
Mayor Timothy A. Davis

The City Council of the City of Temple, Texas conducted a Special Called Meeting on Friday, April 24, 2020 at 1:00 PM, at the Municipal Building, 2 North Main Street, in the 3rd Floor Conference Room.

**I. AGENDA ITEMS**

- 1. Consult with, and receive advice from, the City's attorneys relating to development agreements and voluntary annexation proceedings. Pursuant to Texas Government Code § 551.071 - The City Council will meet in executive session to receive legal advice from the City Attorney regarding matters covered by attorney-client privilege, and to receive advice regarding pending or contemplated litigation. No final action will be taken.**
- 2. Discuss the employment, duties, and work plans of the City Attorney. Pursuant to Texas Government Code § 551.074 - The City Council will meet in executive session to discuss the appointment, employment, and duties of the City Attorney. No final action will be taken.**

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

Temple City Council adjourned the executive session with no final action.

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Timothy A. Davis

ATTEST:

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Stephanie Hedrick  
Interim City Secretary



## COUNCIL AGENDA ITEM MEMORANDUM

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Item #4(C)  
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### **DEPT. /DIVISION SUBMISSION & REVIEW:**

Kathy Davis, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution beginning the voluntary annexation process for properties subject to expiring Development Agreements executed pursuant to Chapter 212 of the Texas Local Government Code and directing staff to negotiate new non-annexation development agreements with the property owners.

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

**ITEM SUMMARY:** In late 2007/early 2008, the City of Temple ("City") initiated a large-scale annexation as part of its annexation plan. At that time, the law required that owners of property zoned or used for agricultural, timber, or wildlife management purposes be offered a development agreement that exempted their property from annexation as long as the property was not developed or platted, and extended the City's planning, land use, and development authority over those areas. The City entered into development agreements pursuant to section 212.172 of the Texas Local Government Code, with property owners for 124 parcels, abating the annexation process for a period of twelve years, so long as the property owners did not pursue development of the land. The term of these agreements is set to expire on June 2, 2020, at which time, pursuant to the terms of the executed agreements, they will serve as petitions for voluntary annexation.

Entering into new development agreements with the owners of property used or zoned for agricultural purposes is an option, and negotiations for new agreements with those property owners can occur while the voluntary annexation process is underway. Staff requests Council begin the voluntary annexation process for the expiring development agreements and authorize the execution of any new development agreements with applicable property owners pursuant to section 212.172 of the Local Government Code as may be necessary during this process.

**FISCAL IMPACT:** If the property is annexed, the City's ad valorem tax base will increase and result in future property tax revenue for the City.

If new development agreements are reached, the properties would continue to be exempt from annexation for the term length of the new agreements.

### **ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0040-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, BEGINNING THE VOLUNTARY ANNEXATION PROCESS FOR PROPERTIES SUBJECT TO EXPIRING DEVELOPMENT AGREEMENTS EXECUTED PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND DIRECTING STAFF TO NEGOTIATE NEW NON-ANNEXATION DEVELOPMENT AGREEMENTS WITH THE PROPERTY OWNERS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, in late 2007/early 2008, the City of Temple (“City”) initiated a large-scale annexation as part of its annexation plan;

**Whereas**, at that time, the law required that owners of property zoned or used for agricultural, timber, or wildlife management purposes be offered a development agreement that exempted their property from annexation as long as the property was not developed or platted, and extended the City’s planning, land use, and development authority over those areas;

**Whereas**, the City entered into development agreements pursuant to section 212.172 of the Texas Local Government Code, with property owners for 124 parcels, abating the annexation process for a period of twelve years, so long as the property owners did not pursue development of the land and the term of these agreements is set to expire on June 2, 2020, at which time, pursuant to the terms of the executed agreements, they will serve as petitions for voluntary annexation;

**Whereas**, entering into new development agreements with the owners of property used or zoned for agricultural purposes is an option, and negotiations for new agreements with those property owners can occur while the voluntary annexation process is underway;

**Whereas**, Staff recommends Council authorize the beginning of the voluntary annexation process for the expiring development agreements and authorize the execution of any new development agreements with applicable property owners pursuant to section 212.172 of the Local Government Code as may be necessary during this process;

**Whereas**, if the property is annexed, the City’s ad valorem tax base will increase and result in future property tax revenue for the City and if new development agreements are reached, the properties would continue to be exempt from annexation for the term of the new agreements; 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 beginning of the voluntary annexation process for the expiring development agreements and authorizes the execution of any new development agreements with applicable property owners pursuant to section 212.172 of the Local Government Code as may be necessary during this process and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute any documents that may be necessary for the annexation process or execution of new development agreements.

**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 7<sup>th</sup> day of May, 2020.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(D)  
Consent Agenda  
Page 1 of 1

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Charla Thomas, Assistant City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a one-year lease agreement with PAX Consulting and Counseling, LLC, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building (the Temple Public Library).

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

**ITEM SUMMARY:** PAX Consulting and Counseling, LLC is owned and operated by Drs. Daniel and Jennifer Williamson. They currently occupy Suite 323 at the Temple Public Library and have requested a one-year extension to their current lease, which will run from June 1, 2020, to May 31, 2021. PAX Consulting and Counseling, LLC will pay \$548 per month in rent, or \$1.00 per sq. ft. per month.

PAX Consulting and Counseling, LLC, who has been a tenant since May 2019, has consistently made timely lease payments, and been a responsible tenant. Staff recommends Council extend the lease agreement for 12 months.

**FISCAL IMPACT:** Annual lease revenue from PAX Consulting and Counseling, LLC of \$6,576 will be deposited into account 110-0000-461-0937, Library Building Rental.

### **ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0052-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A ONE-YEAR LEASE AGREEMENT WITH PAX CONSULTING AND COUNSELING, LLC, FOR LEASE OF SPACE IN THE E. RHODES AND LEONA B. CARPENTER FOUNDATION BUILDING; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, PAX Consulting and Counseling, LLC is owned and operated by Drs. Daniel and Jennifer Williamson - they currently occupy Suite 323 at the E. Rhodes and Leona B. Carpenter Foundation Building, commonly referred to as the Temple Public Library Building;

**Whereas**, Drs. Williamson have requested a one-year extension to their current lease agreement which will run from June 1, 2020 to May 31, 2022, at the rental rate of \$1.00 per square foot (\$548 per month);

**Whereas**, PAX Consulting and Counseling, LLC, who has been a tenant since May 2019, has consistently made timely lease payments, and been a responsible tenant, therefore, Staff recommends Council authorize a one-year lease extension with PAX Consulting and Counseling, LLC for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building;

**Whereas**, the lease agreement provides a 30-day termination clause for any reason should the lessee or the City desire to terminate the lease;

**Whereas**, the City will receive annual rent in year one of \$6,576, and those funds will be deposited into Account No. 100-0000-461-0937; 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 one-year lease agreement with PAX Consulting and Counseling, LLC, for lease of space in the E. Rhodes and Leona B. Carpenter Foundation Building.

**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 **7<sup>th</sup>** day of **May, 2020**.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(E)  
Consent Agenda  
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**DEPT./DIVISION SUBMISSION & REVIEW:**

Erin Smith, Assistant City Manager  
Nancy Glover, Neighborhood Services Manager

**ITEM DESCRIPTION:** Consider adopting a resolution approving a Community Development Block Grant Subrecipient Agreement with Citizens for Progress to administer the Housing Reinvestment Program for the City of Temple.

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

**ITEM SUMMARY:** Citizens for Progress will implement a Housing Reinvestment Program funded by the Community Development Block Grant (CDBG) funds to provide housing rehabilitation assistance, with an emphasis on roof replacements, to eligible low to moderate-income Temple homeowners. Architectural barrier removal assistance may also be provided for eligible tenants with landlord approval, regardless of the non-profit status of the owner. The program will assist eligible households with home repairs to upgrade and preserve neighborhoods. The program will be administered through the Citizens for Progress office located inside the Housing Resource Center at 101 North Main Street in Temple.

The Housing Reinvestment Program is designed to assist low- to moderate-income persons with home repairs necessary to preserve the home, preserve affordability, and maintain a suitable living environment. An initial emphasis will be placed on roof replacements as that represents the greatest need. As funding allows, additional minor home repair projects may be done based on the most immediate needs. All assistance will be provided in the form of a grant. Repayment will not be required, nor will any liens be placed on the property.

All applicants will be screened to ensure eligibility. "Low- to Moderate-Income Household" is determined in accordance with the applicable limits established by the U.S. Department of Housing and Urban Development (HUD) for the Killeen-Temple MSA. For purposes of the Housing Reinvestment Program, those limits are defined as 80 percent or below of area median income for the Killeen-Temple MSA. Proof of income will be required for all applicants.

**FISCAL IMPACT:** CDBG funding was allocated in the FY 20 budget for the Housing Reinvestment Program, in the amount of \$154,626.

**ATTACHMENTS:**

[CDBG Subrecipient Agreement](#)  
[Roof Replacement Guidelines](#)  
[Resolution](#)



**SUBRECIPIENT AGREEMENT**  
**By and Between the**

**CITY OF TEMPLE**

*and*

**Citizens For Progress, INC.**

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**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM FOR ENTITLEMENT COMMUNITIES**

**CFDA NUMBER: 14.218**

**AGENCY: DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**FISCAL YEAR: 2020**

**PROJECT NUMBER:**

**AGREEMENT NUMBER:**

**PROJECT AMOUNT: \$ 154,626**

**PROJECT NAME: Housing Reinvestment Program**

**Brynn Myers**  
**City Manager**

## SUBRECIPIENT AGREEMENT INDEX

### **PART I: Project Terms and Conditions**

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**THIS AGREEMENT** is entered into this 16th day of April, 2020, **BY AND BETWEEN: CITIZENS FOR PROGRESS, INC.** hereinafter referred to as the SUBRECIPIENT, and the **CITY OF TEMPLE, TEXAS**, hereinafter called the CITY. SUBRECIPIENT and CITY are each referred to herein as a “Party” and collectively referred to herein as the “Parties.”

**WHEREAS**, the CITY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

**WHEREAS**, the Federal Award Identification Number for the City’s Plan Year 2019 Grant funds is [REDACTED] and the Federal Award Date is August 1, 2019;

**WHEREAS**, by Resolution No. 2019-9738 the City Council of the City of Temple adopted the CITY’s Annual Action Plan for Plan Year 2019, which set aside funds for a Housing Reinvestment Program;

**WHEREAS**, on April 16, 2020, by Resolution No. 2020-XXXX, the City of Temple City Council authorized a Subrecipient Agreement with Citizens For Progress, Inc., a 501(c)(3) organization, to implement and administer the Housing Reinvestment Program, in the amount of \$154,626 (the “Funds” or the “Contract Award”) from CDFA14.218 Community Development Block Grants/Entitlement Grants;

**WHEREAS**, the CITY desires to engage the SUBRECIPIENT to render certain services or work hereinafter described in connection with CITY’s Community Development Block Grant (“CDBG”), Program Year 2019 Annual Action Plan under Resolution No. 2019-9738-R, in which the City Council allocated \$218,800.00 for a Housing Reinvestment Program; and

**WHEREAS**, the Program will provide low-to-moderate-income citizens access to safe and decent housing and preserve affordability.

**NOW THEREFORE**, the CITY and SUBRECIPIENT agree as follows:

## **I. SCOPE OF SERVICE**

### **A. Activities**

The SUBRECIPIENT will be responsible for implementing and administering the CITY’s CDBG “Housing Reinvestment Program” (the “Program”) during the 2019-2020 fiscal year in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing the Funds. Such Program will include all activities eligible under the CDBG program including new access to programs and services within the CDBG national program objective of benefitting low-to-moderate income clients.

### **B. National Objectives and Eligible Activities**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will be considered an Eligible Activity AND meet one of the CDBG program’s National Objectives as set forth in 24 CFR §570.200(a)(2):

- (1) Benefit low/moderate income persons;
- (2) Aid in the prevention or elimination of slums or blight; or
- (3) Meet community development needs having a particular urgency as defined in 24 CFR §§570.200(a) and 570.208.

This Program is an Eligible Activity under 24 CFR §570.201(k), in providing assistance for Housing Services. The National Objective met by this CDBG activity is: [1] Benefit low/moderate income persons - Low/Mod Limited Clientele Benefit (LMC) 24 CFR §570.208(a)(3).

The SUBRECIPIENT will implement and administer the Program funded by the CITY’s CDBG funds to provide housing rehabilitation assistance to eligible low-to-moderate

income Temple homeowners in order to improve housing stock and preserve neighborhoods. Assistance is also available to nonprofit-owned, single-family or duplex rental properties located in a designated target area whose tenants meet the eligibility requirements, and, with landlord approval, to tenants requiring accessibility modifications. Architectural barrier removal assistance is also provided for eligible tenants with landlord approval, even if the property is not non-profit owned.

No funds will be distributed until SUBRECIPIENT submits paid invoices and/or cancelled checks to the City of Temple Neighborhood Services Division, and disbursement of funds is expressly approved and authorized by the CITY's CDBG Grant Manager.

## **C. Staffing**

### **[1] Subrecipient Staffing**

SUBRECIPIENT will notify CITY of SUBRECIPIENT'S key personnel for the purposes of this Agreement. SUBRECIPIENT will notify CITY of all positions to be funded under this Agreement. SUBRECIPIENT will notify the CITY within 15 days, in writing, of any changes to SUBRECIPIENT'S key personnel and personnel funded under this Agreement. Any changes by SUBRECIPIENT to personnel funded under this Agreement are subject to the approval of the CITY.

### **[2] City Staffing**

The CITY hereby designates the CDBG Grant Manager, as the Project Manager. The City Manager will execute this Agreement on behalf of the City of Temple. The Project Manager will be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by the City Manager.

Communication and details concerning this Agreement must be directed to the following representatives (except for formal notices required under this Agreement as set forth in Section III below):

**CITY OF TEMPLE**  
JENNIFER GUZMAN  
CITY OF TEMPLE, TEXAS  
101 N MAIN STREET  
TEMPLE, TEXAS 76501  
254-298-5456  
JGUZMAN@TEMPLETX.GOV

**SUBRECIPIENT**  
SONJANETTE CROSSLEY  
CITIZENS FOR PROGRESS  
101 N MAIN STREET  
TEMPLE, TX 76501  
254-421-0146  
SONJANETTE49@GMAIL.COM

## **D. Performance Measures**

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the services, hereinafter referred to as the "Performance Measures," which are further defined in Appendix A, "Performance Measures," attached hereto and incorporated herein for all purposes.

The CITY will monitor the performance of the SUBRECIPIENT against the Performance Measures outlined in Appendix A. The CITY may conduct monitoring visits at least, but not limited to, once during the course of the Term of this Agreement. Monitoring visits may include actual site visits, visits conducted in City offices, visits conducted via telecommunication or electronics, or in other locations as agreed by the CITY and SUBRECIPIENT.

**[1] Term:**

The Term of this Agreement will commence on May 7, 2020 and end on September 30, 2020. The Term of this Agreement and the provisions herein may be extended, at the CITY's sole discretion, to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income. Any Program Funds not expended at the termination or expiration of this Agreement must be returned to the CITY.

**[2] Budget:**

SUBRECIPIENT hereby agrees to abide by the Activity Budget and the Budget Detail, set forth in Appendix D, attached hereto and incorporated herein for all purposes. The Activity Budget and Budget Detail specify the percent of time allocated for each listed item. Documentation must be provided for all expenditures for which reimbursement is sought in accordance with this Agreement.

The SUBRECIPIENT will submit any amendments to the Activity Budget in writing to the CITY; the CITY has the sole authority to approve or deny such budget amendments.

**[3] Quarterly Reports:**

The SUBRECIPIENT will submit quarterly reports to the CITY in accordance with the requirements and schedule set forth herein:

- **First Quarter – October 1 through December 31: Report due no later than January 15th.**
- **Second Quarter – January 1 through March 31: Report due no later than April 15th.**
- **Third Quarter – April 1 through June 30: Report due no later than July 15th.**
- **Fourth Quarter – July 1 through September 30: Report due no later than October 15th**
- In the event the quarterly report due date is on a weekend or holiday, the report will be due on the following business day. (Example: January 15th is on Sunday, therefore, the quarterly report will be due the next business day of Monday, January 16th.)

**SUBRECIPIENT will submit performance measurement reports with each quarterly report that details the efforts and results achieved in regards to the Performance Measures. The performance measurement reports, as well as federal requirement compliance reports must be contained within the Quarterly Reports. An example of this report can be found in the Appendix.**

SUBRECIPIENT will include in its quarterly reporting to the CITY all client demographic data. The information submitted will include the racial and ethnic background of each individual served, whether the household is headed by a single parent (and identify the gender of the head of household in such circumstances) and whether that individual has benefited from any program or activity funded in whole or in part by CDBG program funding.

**[4] Subrecipient Monitoring Site Visits:**

Monitoring visits will be coordinated by CITY with the SUBRECIPIENT and will include CITY and SUBRECIPIENT staff familiar with funded Program activities. The SUBRECIPIENT will facilitate CITY access and review of:

- 1) the SUBRECIPIENT's management and training systems;

- 2) internal controls;
- 3) records supporting Agreement compliance and analysis; and
- 4) program income, if any.

All monitoring visits will be documented in writing and will become part of the CITY's project file. Substandard performance, which includes but is not limited to performing repairs without consulting the CITY, non-compliance with Federal regulations, using Federal funds for purposes outside of this Agreement, or lack of timely or complete reporting, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within thirty (30) days after being notified by the CITY, in accordance with Section III below, the CITY may suspend or terminate this Agreement or take any other action allowed by this Agreement.

## **II. PAYMENT**

### **A. Amount**

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement will not exceed the Contract Award amount and will be in accordance with Appendix B "Reimbursements," attached hereto and incorporated herein for all purposes.

Drawdowns for the payment of eligible expenses will be made against the line item budget specified in Appendix D and in accordance with performance. Expenses for general administration will also be paid against the line item budgets specified in Appendix D in accordance with performance.

CITY may evaluate SUBRECIPIENT's financial management system prior to payment issuance. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **B. Reimbursement Form**

SUBRECIPIENT will provide all documentation substantiating reimbursement in a form specified by CITY and which is attached hereto as Appendix C, "Subrecipient Reimbursement Request Form," and will seek reimbursements as set forth in this Section II and in Appendix B, "Reimbursements." Payment to SUBRECIPIENT will be subject to the prior receipt by CITY of a completed Subrecipient Reimbursement Request Form from SUBRECIPIENT certifying under penalty of perjury that the SUBRECIPIENT has actually performed the work and expended the time claimed for services under the Agreement in conformity with its terms and conditions, and that SUBRECIPIENT is entitled to receive the amount of compensation requisitioned by SUBRECIPIENT under the terms of the Agreement.

SUBRECIPIENT will submit requests for reimbursement, using the Subrecipient Reimbursement Request Form discussed above, on a quarterly or monthly basis. If requests for reimbursement are submitted on a quarterly basis, the request must be submitted to the City within 10 days after the last day of the quarter. If requests for reimbursement are submitted on a monthly basis, the request must be submitted to the City within 10 days after the last day of the month. SUBRECIPIENT may submit requests for reimbursement more frequently only with the written approval of the CITY. Requests for reimbursement must identify eligible expenses set forth in the Budget expense summary in Appendix D.

All requests for reimbursement must be submitted to the CITY's CDBG Project Manager.

SUBRECIPIENT will submit requests for reimbursement on at least a monthly basis for each of the final three months of the Agreement Term - July, August and September.

**No changes in a currently approved Agreement budget will be made or approved during the last thirty (30) days of the Term and no changes to the approved Performance Measures will be made or approved during the final quarter of the Term.**

### III. NOTICES

All formal notices required to be given under this Agreement, including but not limited to termination notices, default notices, change of address notices, etc., will be given in writing via email or by mail. Notice is effective when actually delivered by email or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses set forth below. Any Party may change its address for notices by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

Notice to the CITY must be sent to:

Brynn Myers  
City Manager  
2 North Main Street, Suite 306  
Temple, Texas 76501  
bmyers@templetx.gov

With a copy to:

Kathy Davis  
City Attorney  
2 North Main Street, Suite 308  
Temple, Texas 76501  
kdavis@templetx.gov

Notice to the SUBRECIPIENT must be sent to:

Sonjanette Crossley  
101 North Main Street  
Temple, Texas 76501  
Sonjanette49@gmail.com

### IV. SPECIAL CONDITIONS

#### A. Requirements:

UNIVERSAL NUMBERING SYSTEM and SYSTEM FOR AWARD MANAGEMENT (SAM):

SUBRECIPIENT will comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR Part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.



**EXCHANGE or CREDIT OF FUNDS:**

SUBRECIPIENT, will not sell, trade, or otherwise transfer all or any such portion of such Funds to another entity in exchange for any other funds, credits or non-Federal considerations, but must use the Funds for the program(s) or activity(ies) consistent with and eligible under Title I of the Housing and Community Development Act of 1974 (the Act), P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund, and this Agreement.

**B. Beneficiaries**

Direct services provided through programs supported by CDBG funds, which includes the services to be provided under this Agreement, must assist residents of Temple whose annual family income is at or below 80% of the median family income for the Killeen/Temple Metropolitan Statistical Area (MSA) as established by the U.S. Department of Housing and Urban Development. At its discretion, the CITY may establish an income test lower than the 80% median income for specific projects supported by CDBG funds.

**C. Verification of Income:**

The CITY has elected to use the definition of “annual income” as defined in 24 CFR Part 5, referred to as Part 5 annual income.

Where information on income by family size is required, SUBRECIPIENT will document income verification for low-income beneficiaries receiving assistance through programs supported by CDBG funds by use of either the City of Temple Client Self Certification Form or documentation of income verification as outlined below. The Client Self Certification Form requires information regarding the client household make-up (total, age(s), race/ethnicity, and source(s)/amount(s) of income to the household members) and a client signature attesting to the information contained on the form. If the Client Self Certification Form is not used, SUBRECIPIENT will document income verification for low-income beneficiaries by use of the following documents for verification:

Wage/income statements; retirement/pension; supplemental income; cash held in savings/checking accounts; cash value of stocks, bonds, certificates of deposit; money market accounts; individual retirement accounts; cash value of life insurance policies; W-2 Forms; the number and age of all persons living in the household; the calculated annual income for all family/household members; client self-report pertaining to their income; signed client declarations.

In the event SUBRECIPIENT collects income source documentation for compliance with other funding sources, the SUBRECIPIENT will be required to calculate CDBG eligibility based on beneficiary income source documents.

In lieu of the above documents, SUBRECIPIENT may substitute with:

- Documentation of client participation in other programs of public assistance including TANF, SSI, SNAP (Food Stamps), Low-Income Energy Assistance, Title XX, General Assistance, Public Housing, Housing Choice Voucher Program [Section 8 Rental Assistance], or similar income-tested programs having the same income qualification criteria at least as restrictive as the limits established under 24 CFR Part 5;
- Documented evidence that the assisted person is homeless; or
- A notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it

determines to be low- and moderate-income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.

The SUBRECIPIENT is responsible for insuring income guidelines of other public assistance programs are consistent with the income guidelines and documentation required by the CITY's income definition.

Annual income verification, of each assisted person, his/her family or household, must be calculated within six months (180 days) of first benefitting from the federally funded program.

Records must provide sufficient information to facilitate completion and quarterly submission by SUBRECIPIENT of required client beneficiary data and project performance reports on forms attached hereto and incorporated by reference for all purposes.

CITY will have access to SUBRECIPIENT's records at all times during the Term of this Agreement, and for five (5) years following the completion of the Agreement Term. SUBRECIPIENT will retain records for five (5) years after completion of the Agreement Term.

## **V. GENERAL CONDITIONS**

### **A. General Compliance**

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (Housing and Urban Development regulations concerning Community Development Block Grants - CDBG). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the Funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT will at all times remain as an "independent contractor" with respect to the services performed under this Agreement. The CITY will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient.

### **C. Hold Harmless**

**THE SUBRECIPIENT WILL HOLD HARMLESS, DEFEND AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES AND JUDGMENTS WHATSOEVER THAT ARISE OUT OF THE SUBRECIPIENT'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR SUBJECT MATTER CALLED FOR IN THIS AGREEMENT.**

### **D. Workers' Compensation**

The SUBRECIPIENT will provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as required under Texas law and will provide the CITY with a certificate of insurance evidencing such coverage.

### **E. Insurance and Bonding**

SUBRECIPIENT will maintain in force at all times during the performance of this

Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR Part 200, concerning its operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage must be delivered to the CITY prior to execution of this Agreement. The SUBRECIPIENT must provide written notice to the CITY at least 30 days in advance of cancellation or modification of any policy of insurance.

The SUBRECIPIENT will carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. Furthermore, SUBRECIPIENT will comply with the bonding and insurance requirements as defined in 2 CFR §200.325 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**F. Acknowledgement of Funding Sources**

SUBRECIPIENT hereby agrees and consents to credit the CITY, (acting by and through, the Neighborhood Services Division) and the CDBG Program on all printed material that SUBRECIPIENT produces that discusses, describes, educates or otherwise informs the public about the program for which funding under this Subrecipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, must carry a notation on the front cover or a title page containing the following:

***“This program is funded in part by the City of Temple Community Development Block Grant Program, with funding received from the U.S. Department of Housing and Urban Development.”***

Likewise, SUBRECIPIENT agrees to assign credit to the CITY and the CDBG Program in any representation to the media and/or the press when addressing information as to the program for which funding under this Subrecipient Agreement has been provided.

**G. Amendments**

The Parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties. Such amendments will not invalidate this Agreement nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of work, performance measures, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

**H. Suspension or Termination**

SUBRECIPIENT and the CITY will comply with the noncompliance and termination provisions in 2 CFR §200.338. In addition to the remedies for noncompliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and 339, the CITY may suspend or terminate this Agreement in whole or in part if the SUBRECIPIENT fails to comply with any terms and conditions of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement. The CITY may withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, equity or under common law. If the CITY terminates this Agreement, the

SUBRECIPIENT will also forfeit to the CITY all unexpended monies awarded under the Agreement. SUBRECIPIENT may also be required to refund all CDBG Funds awarded by the CITY. All remedies are deemed cumulative, and to the extent allowed by law, the election of one or more remedies will not be construed as a waiver of any other remedy the CITY may have available to it.

In accordance with 2 CFR §200.339, the CITY may terminate the Agreement with the consent of the SUBRECIPIENT, in which case the SUBRECIPIENT and the CITY must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated. In accordance with 2 CFR §200.339(a)(4), this Agreement may also be terminated by the CITY with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the CITY determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

**[1] Mutual Termination**

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Program and Performance Measures identified in Section I and Appendix A, Performance Measures, herein, may only be undertaken with the prior approval of the CITY.

**[2] Termination at CITY's Convenience**

This Agreement may be terminated at any time at CITY's convenience in accordance with 24 CFR §85.44.

**[3] Suspension or Termination for Cause**

If, for any reason or cause, the SUBRECIPIENT fails to comply with any rules regulations or provisions herein, or such statutes, regulations, executive orders, HUD guidelines, policies or directives as become applicable at any time; ineffective or improper use of Funds provided under this Agreement; submissions of reports that are incorrect or incomplete in any material respect; and fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT violates any of the provisions of this Agreement, the CITY will have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Section II above. The CITY's right to immediately terminate the Agreement under this Section is in addition to any other rights the CITY may have under this Agreement.

**[4] Close Out Procedures**

Upon Close Out or Termination of the Project, the SUBRECIPIENT remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344. SUBRECIPIENT must (1) submit all required financial, performance, and other reports; (2) liquidate all obligations incurred under the subaward; (3) prompt payment by the CITY of allowable reimbursable costs; (4) return any unexpended funds advanced by the CITY; and (5) account for any real or personal property acquired with Federal funds.

## **VI. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

**[1] Accounting Standards:**

The SUBRECIPIENT will comply with 2 CFR §200.302 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and will adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**[2] Cost Principles:**

SUBRECIPIENT will comply with the Uniform Administrative Requirements specified at 24 CFR §570.502 and §570.610. SUBRECIPIENT also will comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR Part 200 and adopted by HUD at 2 CFR Part 240. Although 2 CFR Part 200 addresses many requirements, some of the items it addresses includes, but is not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, Federal Funding Accountability and Transparency Act (FFATA), and closeout.

**B. Documentation and Record-Keeping****[1] Records to be Maintained:**

The SUBRECIPIENT must maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under this Agreement. Such records must include, but are not limited to:

- [a]** Records providing a full description of each activity undertaken;
- [b]** Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- [c]** Records required to determine the eligibility of activities;
- [d]** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- [e]** Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- [f]** Financial records as required by 24 CFR §570.502 and 2 CFR §200.333 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**[2] Registration and Accountability:**

SUBRECIPIENT will maintain a current registration in the federal System for Award Management (“SAM”) database (<http://www.sam.gov/portal/SAM/#1>), formally known as the Central Contractor Registration under 2 CFR §176.50(c), and provide the CITY with its SAM registration number and legal name as entered into the SAM. NOTE, a Dun and Bradstreet Data Universal Numbering System (DUNS) number is required for registration in SAM. SUBRECIPIENT may obtain a DUNS number at <http://www.dnb.com>.

**[3] Retention:**

The SUBRECIPIENT must retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement must be retained for five years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

**[4] Client Data:**

The SUBRECIPIENT will maintain client data demonstrating client eligibility for services provided. Such data must include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information will be made available to the CITY project personnel or their designees for review upon request.

**[5] Disclosure:**

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or SUBRECIPIENT responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

SUBRECIPIENT will ensure protection and privacy of individuals' information stored electronically or in paper form, in accordance with the Privacy Act of 1974, as amended and other federal privacy-related laws, guidance, and best practices. Compliance includes: limiting collection of personally identifiable information (PII) and sensitive personally identifiable information (SPII). Do not email sensitive personal identifying information to email accounts when the information being transferred is not encrypted.

**[6] Property Records:**

The SUBRECIPIENT will maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the "changes in use" restrictions specified in 24 CFR § 570.503(b) (8), as applicable.

**[7] Close-Outs:**

The SUBRECIPIENT's obligation to the CITY will not end until all closeout requirements are completed. Activities during this closeout period will include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports, and determining the custodianship of records.

**[8] Reversion of Assets:**

The use and disposition of property and equipment under this Agreement will be in compliance with the requirements of 2 CFR §200.311 and §200.313 and 24 CFR §§570.502, 570.503 and 570.504, as applicable. At the expiration of this Agreement the SUBRECIPIENT will transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Furthermore, any proceeds under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 will be either:

- [a]** Used to meet one of the national objectives in §570.208 until five years after expiration of this Agreement, or

- [b] Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non- CDBG funds, for acquisition of, or improvements to, the property. Such reimbursement is not required after the period of time specified in accordance with [a] of this section.

**[9] Audits and Inspections**

SUBRECIPIENT will comply with 2 CFR Part 200 Subpart F – Audits. In accordance with 2 CFR §200.500, the SUBRECIPIENT will prepare financial statements and schedule of expenditures of federal awards.

- [a] The SUBRECIPIENT hereby agrees that annually and at closeout, SUBRECIPIENT financial records will be audited and financial reports will be prepared and attested to by a Certified Public Accountant. Said annual agency audit will be conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and, as applicable, 2 CFR §200.501 – Audit Requirements for Federal Awards. Furthermore, SUBRECIPIENT will provide the CITY with all financial and management audit letters with attached concerns and findings within 30 days of the completion of the audit. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the CITY of all funds not expended in accordance with those regulations and Agreement provisions within 30 days after CITY has notified the SUBRECIPIENT of such non-compliance. Any reimbursement by the SUBRECIPIENT does not preclude the CITY from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments.
- [b] SUBRECIPIENT agrees that the CITY, the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives will have access to any records, Agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein will constitute a violation of this Agreement and may result in the withholding of future payments.

**C. Reporting and Payment Procedures**

**[1] Program Income:**

The SUBRECIPIENT understands that funds paid under this Agreement are for

the services specified in the Performance Measures and such services are not intended to result in the generation of Program Income as defined in 24 CFR §570.500(a).

In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT will comply with all requirements set forth at 24 CFR §570.504. By way of further limitations, the SUBRECIPIENT will pay such Program Income to the CITY. In the event that Program Income is generated by SUBRECIPIENT as a result of funds paid under this Agreement and such Program Income is not paid to the CITY, then such Program Income will be used only for the performance of services set forth in the Performance Measures, all other provisions of this Agreement will apply to the use of said Program income and the Payment to the SUBRECIPIENT under this Agreement will be reduced by the amount of said Program Income.

Any Program Income held by the SUBRECIPIENT at the time of the expiration of this Agreement or generated after the expiration of this Agreement will be paid to the CITY at such time as it is received by the SUBRECIPIENT.

**[2] Direct and Indirect Costs:**

Only direct costs, that can be identified specifically with a particular final cost objective and can be directly identified and assigned and charged to this CDBG award will be considered as eligible costs under this Agreement. These direct costs must not be recoverable under any other Federal award under a direct or indirect cost center.

**[3] Payment Procedures:**

The CITY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. SUBRECIPIENT reimbursements may only be submitted following the procedures identified herein and further described in Appendix B Reimbursements and by using the form described in Appendix C Subrecipient Reimbursement Request Form.

With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts, if applicable. In addition, the CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT.

**D. Procurement**

**[1] Compliance:**

SUBRECIPIENT will not hire contractors, subcontractors, or third parties without written approval from the CITY. SUBRECIPIENT will procure all material, property, or services in accordance with state and local requirements and the requirements of 2 CFR §200.317 - §200.326.

SUBRECIPIENT must insure that all subcontracts let in the performance of this Agreement are awarded on a fair, full, and open competition basis in accordance with applicable procurement requirements and secure at least three (3) price bids from qualified licensed general contractors. SUBRECIPIENT must incorporate in any and all bid documents and contracts with third parties the provisions



required in 2 CFR §200.326 including, but not limited to, provisions which will obligate each of its subcontractors to comply with all notices pertaining to HUD guidelines such as bidding procedures, Davis Bacon, Equal Employment Opportunity requirements, Section 3 requirements, all affirmative action laws, nondiscrimination requirements, anti-kickback requirements, federal labor standard provisions, and lobbying prohibitions issued by various federal agencies applicable to the CDBG program.

**[2] OMB Standards:**

The SUBRECIPIENT must procure all materials, property or services in accordance with the requirements of 2 CFR Part 200 Subpart D Post Federal Award Requirement – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and must subsequently follow Attachment N, Property Management Standards as modified by 24 CFR §570.502(b)(6), covering utilization and disposal of property.

**[3] Energy Conservation:**

Unless specified otherwise within this agreement, the SUBRECIPIENT and its contractors will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**[4] Travel:**

The SUBRECIPIENT must obtain written approval from the CITY for any travel outside of the metropolitan area for which reimbursement will be sought with funds provided under this Agreement.

## **VII. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Civil Rights**

**[1] Compliance:**

The SUBRECIPIENT agrees to comply with all CITY civil rights ordinances, the Constitution of the State of Texas, the Texas Fair Housing Act, Texas Property Code Chapter 301, Texas Labor Code Chapter 21, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

**[2] Non-Discrimination:**

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. SUBRECIPIENT will at all times comply with sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309 et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the grounds of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. SUBRECIPIENT will also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-Discrimination in Federally – assisted Programs) and implementing regulations in 24 CFR Part 1. Title VI

provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations specify types of prohibited discrimination.

**[3] Section 504:**

The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) that prohibits discrimination against the handicapped in any Federally assisted program.

**B. Affirmative Action**

**[1] Approved Plan:**

The SUBRECIPIENT agrees that it is committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of 1965. The CITY will provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT will submit a plan for an Affirmative Action Program for approval prior to the award of funds.

**[2] W/MBE:**

The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51% owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians. Affirmative steps include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules, where permitted, which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 1-5. SUBRECIPIENT will also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

The SUBRECIPIENT may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation

**[3] Access to Records:**

The SUBRECIPIENT will furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**[4] Notifications:**

Where applicable, the SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT commitments hereunder, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

**[5] EEO/AA Statement:**

SUBRECIPIENT will comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. SUBRECIPIENT will keep records and documentation demonstrating compliance with these regulations. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR §107.21, the SUBRECIPIENT will take affirmative action to prevent discriminatory practices and will take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex physical handicap or national origin.

**[6] Sub Agreement Provisions:**

The SUBRECIPIENT will include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**C. Employment Conditions & Restrictions**

**[1] Prohibited Activities:**

The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

**[2] Labor Standards:**

**[a]** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT will maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the CITY for review upon request.

**[b]** The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing

less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, will comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

[3] “Section 3” Clause:

[a] **Compliance:**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, are a condition of the Federal financial assistance provided to the project, binding upon SUBRECIPIENT, its successors, and assigns. Failure to fulfill these requirements will subject SUBRECIPIENT, its contractors and subcontractors, its successors, and assigns to those sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR Part 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

***“The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area [City of Temple] and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Temple] in which the project is located.”***

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing

within the metropolitan area [City of Temple] in which the project is located, and to low and very low income participants in other U.S. Department of Housing & Urban Development (HUD) programs; and award agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area [City of Temple] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other U.S. Department of Housing & Urban Development (HUD) programs.

**[b] Notifications:**

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

**[c] SubAgreements:**

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**D. Conduct**

**[1] Assignability**

The SUBRECIPIENT will not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the CITY.

**[2] Sub Agreements**

**[a] Approvals:**

The SUBRECIPIENT will not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

**[b] Sub Agreement Monitoring:**

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts will be summarized in written, quarterly reports, the form for which will be provided by the CITY and supported with documented evidence of follow-up actions taken

to correct areas of non-compliance.

**[c] Content:**

The SUBRECIPIENT will cause all the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

**[d] Selection Process:**

The SUBRECIPIENT will insure that all subcontracts let in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts must be forwarded to the CITY along with documentation concerning the selection process.

**[3] Hatch Act:**

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

**[4] Conflict of Interest:**

In the procurement of supplies, equipment, construction, and services, SUBRECIPIENT will comply with the conflict of interest rules in 2 CFR §200.112 and agrees to abide by the provisions of 24 CFR §570.611. SUBRECIPIENT agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum, these safeguards must ensure that no employee, officer or agent will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the SUBRECIPIENT must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest.

Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement

**[5] Lobbying Certifications:** The SUBRECIPIENT hereby certifies that:

- [a]** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;

- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY or member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It will require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly; and
- [d] This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1362, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- [e] Any attempt by any officer, employee, or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT must be reported in writing immediately to responsible officials of the CITY. Such reports to the CITY must contain the name of the City officer, agent or employee and the detailed circumstances of the incident.
- [f] Drug Free Workplace. SUBRECIPIENT will provide a drug-free workplace. SUBRECIPIENT will comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. SUBRECIPIENT will complete and comply with the "Certification Regarding Drug-Free Workplace Requirements". SUBRECIPIENT will ensure that the provisions of the clauses in "Certification Regarding Drug-Free Workplace Requirements" are included in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. SUBRECIPIENT will complete this certification and a copy will be kept in the files of each of the parties of this Agreement.

**[6] Copyright:**

If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or

materials for government purposes.

**[7] Religious Organization:**

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

**VIII. ENVIRONMENTAL CONDITIONS**

SUBRECIPIENT agrees to comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore, SUBRECIPIENT agrees to insert the provisions of this section in any sub-contract arising from this Agreement.

**A. Air and Water**

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the SUBRECIPIENT will assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement are subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification will point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

**D. Historic Preservation**

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L. 89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless continue in full force and



effect.

**X. SIGNATURES**

SUBRECIPIENT will, by virtue of an executed vote of corporate authorization placed on file with the CITY Project Manager prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by SUBRECIPIENT will be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by SUBRECIPIENT's charter and are authorized by SUBRECIPIENT's principals or charter.

**IN WITNESS WHEREOF**, the **CITY** and the **SUBRECIPIENT** have signed two (2) original Agreements, with one original retained by CITY and one original retained by SUBRECIPIENT. All portions of Agreements are signed and identified by CITY and SUBRECIPIENT in the City of Temple, Bell County, State of Texas.

**CITY OF TEMPLE:**

**BY:** \_\_\_\_\_  
**BRYNN MYERS**  
**CITY MANAGER**

**STATE OF TEXAS                   §**  
**COUNTY OF BELL               §**

Before me, a Notary Public, on this day personally appeared **BRYNN MYERS**, 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. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Personalized Seal)

\_\_\_\_\_  
 Notary Public's Signature

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
**SONJANETTE CROSSLEY**  
**CITIZENS FOR PROGRESS**

**FEDERAL I.D.#****D.U.N.S.#**

**STATE OF TEXAS                   §**  
**COUNTY OF BELL               §**

Before me, a Notary Public, on this day personally appeared **SONJANETTE CROSSLEY**, 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. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Personalized Seal)

\_\_\_\_\_  
 Notary Public's Signature

## **APPENDICES**

**APPENDIX A: PERFORMANCE MEASURES**

**APPENDIX B: REIMBURSEMENTS**

**APPENDIX C: SUBRECIPIENT REQUEST FOR REIMBURSEMENT FORM**

**APPENDIX D: ACTIVITY BUDGET**

**APPENDIX E: REQUIRED CERTIFICATIONS AND FORMS**

**APPENDIX F: DEFINITIONS**

## **APPENDIX A: PERFORMANCE MEASURES**

**SUBRECIPIENT** will carry out the following Project Activity consistent with the objectives specified in the following Statement of Objectives and Projected Use of Funds:

### **AFFORDABLE HOUSING** OBJECTIVE CATEGORY

### **HOUSING REINVESTMENT PROGRAM** PROJECT NUMBER AND TITLE

### **SONJANETTE CROSSLEY, PRESIDENT – 254-421-0146** PROJECT CONTACT NAME, TITLE AND TELEPHONE

The Housing Reinvestment Program will focus primarily on roof replacements, but may also provide other minor home repairs, architectural barrier removal and site improvements, if the need arises and if approved by the CITY. The ultimate goal of the program is to provide safe and healthy living conditions for low- to moderate-income City of Temple homeowners by correcting problems which pose an immediate threat to the health and safety of the occupants. These threats may go beyond the condition of the roof.

The program will be administered by SUBRECIPIENT with the assistance of the Neighborhood Services Division and Code Compliance Department of the City of Temple. CITY staff will help to identify clients in need of assistance and encourage them to apply for the program. SUBRECIPIENT will verify need, income eligibility and project scope. Other agencies may also be involved in order to provide holistic solutions for each client and maximize resources. When other agencies are involved, Neighborhood Services Housing Resource Team will assist in the coordination of services.

Once a client has been fully processed and approved, SUBRECIPIENT will enter into a construction agreement directly with the client. SUBRECIPIENT will also fully manage the bidding and procurement process, construction process and billing/payments to said contractors. After an inspection of the property, SUBRECIPIENT will then submit invoices to the CITY for reimbursement. All disputes between the client and SUBRECIPIENT will be resolved without the involvement of the CITY.

Based on the budget, SUBRECIPIENT should be able to replace 15 roofs and perform at least 5 other minor home repairs. These goals should be achievable by September 30, 2020, but the timeline may be extended, if necessary, due to the timing of the execution of this Agreement and in accordance with the Agreement.

A full list of Goals, Inputs, Activities, Outputs and Outcomes can be found on the next page.

**DESCRIPTION OF PROJECT ACTIVITY:**

	<b>Activity #1</b>
<b>GOALS-</b> Proposed solutions to problems (as identified in Consolidated Plan)	Provide safe, decent, affordable housing to low- to moderate-income residents.
<b>INPUTS</b> - resources dedicated to or consumed by program	Program staff, inspections staff, financial staff, administrative support staff, compliance staff, vehicles, equipment, construction contractors, training materials and cost, construction materials
<b>ACTIVITIES-</b> What the program does with the inputs to fulfill its mission	Provide housing rehabilitation, architectural barrier removal, and minor home repair for income eligible residents.
<b>OUTPUTS</b> - The direct products of program activities	15 roof replacements and/or various other minor repairs as deemed necessary for the health and safety of the client.
<b>OUTCOMES</b> - benefits that result from the program	Low- to moderate- income residents able to maintain decent, affordable housing conditions. Customer satisfaction survey results will be provided quarterly.

## APPENDIX B: REIMBURSEMENTS

The **maximum total amount to be paid** under this Agreement is:

**One Hundred Fifty-Four Thousand Six Hundred Twenty-Six 00 /100 no cents, (\$154,626),**

for all the services and reimbursements required.

Subrecipient reimbursement requests (the form for which is located in Appendix C) may be submitted to the CITY's Project Manager in accordance with Section II of the Agreement.

Regardless of the frequency, (weekly, monthly or quarterly), the SUBRECIPIENT will submit reimbursement requests, including all invoices, receipts, cancelled checks and other documentation to the CITY through its Project Manager.

**Weekly or Monthly Reimbursement.** Where weekly or monthly reimbursement is sought, the submitted reimbursement request should reflect the previous week or month.

**Quarterly Reimbursement.** In the case of quarterly billing, the submitted reimbursement request should reflect the previous quarter.

Reimbursement payments will generally be made no later than the twentieth day of the month following receipt of the invoice.

## APPENDIX C: SAMPLE SUBRECIPIENT REQUEST FOR REIMBURSEMENT FORM

Category Breakdown	CDBG Budget	Budget Adjustment	Current Expenditures	Cumulative Expenditures	CDBG Balance after this Reimbursement
Personnel					
					-
SubTotal Personnel	\$	-	-	\$0.00	\$
Contractual Services					
Communications					
Rent					
Supplies					
					-
					-
					-
Transportation					-
Equipment					-
					-
Other (Specify)					
GRAND TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## APPENDIX D: ACTIVITY BUDGET BUDGET SUMMARY

Expenses	CDBG	HOME	Other	Total	%CDBG	%HOME
Salaries•	\$ 42,403	\$ -		\$ 42,403	100%	0%
Employee Health/Retirements	\$ 2,916	\$ -		\$ 2,916	100%	0%
Payroll Taxes	\$ -	\$ -		\$ -		0%
Professional Services						
Rent	\$ -	\$ -		\$ -		0%
Telephone	\$ 1,000	\$ -		\$ 1,000	100%	0%
Utilities	\$ -	\$ -		\$ -		0%
Supplies	\$ 1,000	\$ -		\$ 1,000	100%	0%
Local Transportation	\$ -	\$ -		\$ -		0%
Specific Assistance	\$ 89,500			\$ 89,500		0%
Capital Equipment	\$ -	\$ -		\$ -		0%
Insurance	\$ 1,200	\$ -		\$ 1,200	100%	0%
Printing	\$ -	\$ -		\$ -		0%
Legal						
Other (specify) - advertising; janitorial, security, records storage, copier lease	\$ 3,000	\$ -		\$ 3,000	100%	0%
Travel & Training	\$ 5,000	\$ -		\$ 5,000	100%	0%
Strategic Planning Services	\$ 6,550	\$ -		\$ 6,550	100	0%
Recruiting Services						0%
Web Services	\$ 2,000	\$ -		\$ 2,000	100	0%
Total	\$ 154,569	\$ -	\$ -	\$ 154,569	100%	0%



**APPENDIX E: REQUIRED CERTIFICATIONS AND FORMS**

- ☐ The following attachments/certifications:
  - ☐ Articles of Incorporation
  - ☐ Current List of Board of Directors
  - ☐ Certified Organization Audit/Financial Statements of most recent year
    - a. Copy of 2 CFR Part 200, Subpart F Audit (Required if \$750,000 in aggregate Federal funds expended), or
    - b. Financial statements audited by a CPA (only if not qualified for 2 CFR Part 200, Subpart F), or
    - c. Profit and Loss Statement for most recently completed fiscal year and General Ledger printout (only first time applicants or those who do not meet above criteria may submit)
  - ☐ IRS 501(c)(3) Designation Letter (Pending letters will not be accepted)
  - ☐ Evidence of current filing of IRS 990
  - ☐ Current Fiscal Year Agency Budget, including all funding sources
  - ☐ Job Descriptions
  - ☐ DUNS Number
  - ☐ A completed Conflict of Interest Form
  - ☐ A completed Certificate of Payment of State Taxes Form
  - ☐ A completed Certificate of Non-Collusion Form
  - ☐ Organization's current organization chart
  - ☐ Organization's Non-Discrimination Policy
  - ☐ Organization's Conflict of Interest Policy
  - ☐ Organization's Conflict of Interest Policy
  - ☐ Organization's Procurement Policy
  - ☐ Organization's Grievance Policy for both employees and clients

## APPENDIX F: DEFINITIONS

24 CFR 570	The Community Development Block Grant regulation
2 CFR 200	Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Often referred to as the Super Circular since it consolidates five OMB circulars.
ACS	American Community Survey - HUD's formulae grant programs use ACD data.
Activity	The means by which a grantee's projects are effectualized. A subrecipient's activity is the scope of work described in the Subrecipient Agreement.
ADA	Americans With Disabilities Act
AMI	Area Median Income
Annual Action Plan	Each CDBG entitlement is required to submit a plan each year to HUD detailing how it plans to use its funds.
Area Benefit	Service is available to all persons residing in a defined area - primarily residential - in which census data indicates at least 51% are LMI.
CAPER	Consolidated Annual Performance and Evaluation Report - the grantee's annual end-of-the-year report submitted to HUD.
CBDO	Community-Based Development Organization
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations - Regulations are divided into 50 Titles. All HUD regulations are listed in Title 24. Title 2 (see 2 CFR 200) covers rules for Grants and Awards.
CHDO	Community Housing Development Organization
Citizens Advisory Committee	Many CDBG entitlements use a Citizens Advisory Committee to assist in setting community priorities and evaluating subrecipient applications.
Closeout	The processes used when the scope of work authorized in the Subrecipient Agreement has been completed.
CoC	HUD's Continuum of Care program
Concern	Monitoring - an issue of non-compliance that could rise to the level of a finding if not addressed. A <b>concern</b> is tied directly to a specific Federal statute or regulation.
Consolidated Plan	Each CDBG entitlement is required to submit a plan to HUD detailing community needs, priorities and strategies. The plan "consolidates" into one document the grantee's plans for CDBG, HOME, ESG and HOPWA.
Continuum of Care	HUD's Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness.
Contractor	The typical relationship between the non-federal entity and the contractor is a procurement relationship: buyer/seller. The non-federal entity is buying, the contractor is selling.
CPD	HUD's Office of Community Planning & Development. The HUD monitor who comes to visit the grantee works out of a CPD Field Office.
DUNS	Data Universal Numbering System
EEO	Equal Employment Opportunity
EO	Executive Order
ESG	Emergency Solutions Grants
Ethnicity	For HUD's purposes, all persons are either Hispanic/Latino or they are not.
Extremely Low Income	Households with a gross income of 30% or less of the AMI
FAIN	Federal Award Identification Number
Fair Housing	Grantees must certify to HUD annually that the jurisdiction is Affirmatively Furthering Fair Housing.
FBO	Faith-Based Organization
FHEO	HUD's Office of Fair Housing and Equal Opportunity
Finding	Monitoring - non-compliance with a Federal statute or regulation. Must be addressed by the subrecipient in the manner and within the time frame specified in the monitoring report.
Grantee	A non-Federal entity that receives a Federal award directly from HUD to carry out an activity under a Federal program. (See <b>recipient</b> .)

HIC	Housing Inventory Count - Each Continuum must file this data with HUD annually.
HMIS	Homeless Management Information System - organizations receiving HUD homeless funds are required to enter client data in the system.
HOME	HOME Investment Partnerships Program is a HUD formula grant used primarily for housing and housing-related activities. Funding is awarded directly to eligible participating jurisdictions (PJs) and to states.
HOPWA	Housing Opportunities for People with Aids
Household	How HUD counts benefits for housing and housing-related activities.
Household Income	The combined income of all persons living in a household regardless of individual relationships.
HUD	U.S. Department of Housing & Urban Development
IDIS	Integrated Disbursement and Information System - a HUD database used by Consolidated Plan grantees.
Indirect Costs	Costs that cannot be tied specifically with a particular final cost objective in a subaward. Subrecipients wishing to charge indirect costs to the subaward must negotiate an indirect cost rate with HUD.
Internal Controls	A process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external use; and (c) Compliance with applicable laws and regulations.
IPA	Independent Public Accountant
LBP	Lead-Based Paint
Limited Clientele Activity	Service used by a specific group of persons and of that group at least 51% are LMI.
LMI	Low/Mod Income - For CDBG, the cap is 80% of AMI.
Low Income	Households with a gross income greater than 30% but less than or equal to 50% of the AMI.
M/WOB	Minority & Women-Owned Businesses
Moderate Income	Households with a gross income greater than 50% but less than or equal to 80% of the AMI.
MSA	Metropolitan Statistical Area – HUD income charts are based on the AMI of an entire MSA.
National Objective	To be eligible for funding, CDBG activities must meet one of three national objectives identified in 24 CFR 570(a)(2).
NOFA	Notice of Funding Available
Non-federal Entity	A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
Not Moderate Income	Households with a gross income greater than 80% of the AMI.
OIG	Office of the Inspector General - HUD's OIG is responsible for conducting audits and investigations of HUD programs and operations, including those of grantees, subrecipients and contractors.
OMB	Office of Management & Budget
Pass-through entity	A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
Person	How HUD counts benefits for activities not related to housing.
PITC	Point in Time Count - Each Continuum of Care is required to count sheltered homeless persons in the Continuum's geographical area at least once a year and unsheltered persons at least once every two years. The count is always done in a single 24-hour period.
Policy	Principles, rules, and guidelines formulated or adopted by an organization to reach its long-term goals
Presumed Benefit	Certain specific groups of persons are presumed by HUD to be LMI. Some examples are abused children, elderly persons, battered spouses and homeless persons.
Procedures	The processes used to implement policies.
Procurement	Recipients and Subrecipients must have procurement policies and procedures that comply with the standards listed in Subpart D of 2 CFR 200.
Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income for subrecipients is usually tied to loan programs. See 24 CFR 500(a) for details.
Project	High-level description of grantee's planned accomplishments over the next year.
Public Services	Activities that are eligible for CDBG funding under the provisions of 24 CFR 570.201 (e)

Public Services Cap	Grantees may commit no more that 15% of the total current grant and program income from the previous year for Public Services.
Race	CPD requires that all persons receiving services paid for with Federal funds be identified by race.
Recipient	A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.
Recommendation	Monitoring - Unlike a <b>concern</b> or a <b>finding</b> , a <b>recommendation</b> is not tied to a specific Federal statute or regulation. It us, rather, a suggestion for addressing issues that could, if not addressed, lead to a <b>concern</b> or a <b>finding</b> .
Regulatory	Related to the rules and regulations formulated by a Federal agency to implement statutes.
RFA	Request for Applications
RFP	Request for Proposals
SAM	System for Award Management
Section 504	Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against individuals with disabilities.
Single Audit	An audit that includes both the entity's financial statements and the Federal funds it has expended. Required if the entity has expended \$750,000 or more of Federal funds in a year.
SNAPS	CPD's Office of Special Needs Assistance Programs - oversees ESG and CoC grants
Statutory	Related to the formal law enacted by Congress and signed by the President.
Subaward	Federal money passed through a recipient to a subrecipient to provide an agreed upon scope of work.
Subpart J	The section of the CDBG rule covering grant administration requirements.
Subpart K	The Section of the CDBG rule covering other program requirements.
Subrecipient	A non-federal entity a grantee provides financial assistance to for conducting an eligible activity on its behalf.
Subrecipient Agreement	The written agreement between the recipient and subrecipient that states the scope of work, the budget and all other requirements
Super Circular	2 CFR 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Consolidates five OMB circulars.
Uniform Act	The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Requires grantees - and subrecipients - to take all reasonable steps to minimize the displacement of persons as a result of activities funded using Federal funds.

# Citizens For Progress

## Roof Repair Program

**Program and Application Information**

**through the City of Temple Community Development Block  
Grant (CDBG) Fund**

Citizens for Progress – Roof Repair Program



## **PROGRAM CONTACTS:**

Citizens for Progress  
101 N. Main Street  
Temple, Texas 76501  
Phone: 254-298-5999

## **INTRODUCTION:**

The Roof Repair Program's (RRP) primary purpose is to provide roof repairs to low- and moderate-income (LMI) City of Temple homeowners in order to achieve a safe and healthy living environment for the city's residents, by correcting roofing problems which may pose a threat to the health and safety of the home's occupants.

Funding for RRP is provided to the City of Temple by the U.S. Department of Housing and Urban Development (HUD) through the federally funded Community Development Block Grant (CDBG). Citizens for Progress serves as a subrecipient for these CDBG funds and will administer the RRP. The program's goal is to preserve existing housing owned and occupied by low- and moderate-income Temple households and to revitalize existing older neighborhoods within the city.

Homeowners interested in participating in the program will need to complete a full application and provide copies of documents necessary to determine household and dwelling eligibility. The RRP assists households who earn less than 80% of the area median income for the Killeen/Temple/Fort Hood area; eligibility for the program will be based on current and anticipated annual income of all persons occupying the home.

Assistance through the RRP will be awarded based on a scoring system. Priority will be given to persons with disabilities, persons over 62 years of age, and those with emergent needs. This program is a grant available to the homeowner of record and will only be available to the owner of record one (1) time over a 10-year period.

Repair is limited to addressing the roof and is limited to a maximum funding of \$4,999. Owner's refusing to participate or cooperate in the full review/inspection and repair process will be ineligible for future assistance.

## **ROOF REPAIR REQUIREMENTS:**

Program requirements include:

- Home located within the corporate city limits of Temple,
- Owner of record must be the occupant of the home and must have occupied the home for the last one (1) year as the primary residence,
- Property taxes must be current or on payment plan,
- Property owner must hold a current homeowner's insurance policy or be able to secure a policy within 30 days of project completion,
- The amount of total household income must be below 80% of the City of Temple's Area Median Family Income, as established by HUD,
- The repairs must be feasible under the federal guidelines.

### Current Maximum Household Income Limits:

A household's total income will be considered when determining eligibility for participation in the RRP. A household's **total annual income must fall below 80%** of area median income for the Killeen/Temple/Fort Hood Area.

### **2020 HUD Home Income Limits-:**

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Killeen-Temple, TX HUD Metro FMR Area	\$63,900	Very Low (50%) Income Limits (\$) Explanation	22,400	25,600	28,800	<b>31,950</b>	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)* Explanation	13,450	16,910	21,330	<b>25,750</b>	30,170	34,590	39,010	42,200*
		Low (80%) Income Limits (\$) Explanation	35,800	40,900	46,000	<b>51,100</b>	55,200	59,300	63,400	67,500

### Household Occupants and Household Income Eligibility:

All applications for RRP will require the homeowner to provide copies of complete and accurate information regarding all household occupants, annual household income, and assets. CFP will utilize 24 CFR Part 5 to determine household income. All RRP household income is calculated based on annual determinations and projected for a one (1) year period.

Income of **all household members**, aged 18 years and older, will be included in income determination. The unearned income of minors 17 years and under will also be counted. Household/family size will be determined by the number of occupants who have lived in the home more than half of the year.

### **Household Occupants**

CFP is required to count all persons who currently live in the home. The homeowner/applicant must be a legal resident alien or citizen of the United States. The number of persons and their age must be entered on the application form and submitted with other documents as part of the complete application. Occupant information includes information such as name, date of birth, and relation to the applicant.

Copies of the following are required:

- State Identification Card or Driver's License, and
- Social Security Card

### **Household Income**

CFP is required to count income from all sources, regardless of whether it is taxable or not, for all household members aged 18 years and older. Therefore, the applicant must provide:

- A copy of the weekly/bi-weekly, monthly, annual/semi-annual statement from all income sources for all household members to include:
  - Employment (2 months' worth)
  - Self-Employment (Profit and Loss Statement)
  - Child Support (court order, OAG Report, or a certified letter explaining non-receipt)
  - Unemployment (Award letter)
  - Public Assistance (SNAP, TANF, etc.)
  - Other Income (Pension, Retirement, Disability, SSI – need most recent award letter)
- Federal Income Tax returns for all household members (Most recent 2 years- all pages)
- Asset Accounts – 3 most recent statements with all pages
  - Checking
  - Savings
  - Retirement (401K, 457, IRAs)
  - Stocks and Bonds

Information that is or purposely not provided is considered as falsification of information on an application for federal assistance and is subject to severe penalties, fines, and imprisonment. Please be accurate when answering questions and providing income and other information for this program.

#### **Home & Property Eligibility:**

All homes must be located within the corporate city limits of Temple and be single-family, detached, conventional construction dwelling units; mobile homes are not eligible.

The property must have a functional connection to the City of Temple water and sanitary sewer system. The house must have an effective connection to other utilities including electricity, and gas, if applicable.

The home must be current on the all mortgage loans, if applicable, and be current on property taxes with no outstanding liens.

A home located in a flood hazard area is eligible but must have flood insurance.

Finally, the home must be the primary residence of the applicant's household and the owner must have consecutively occupied the home for the most recent one (1) year/12 months.



## **APPLICATION AND PROGRAM PROCESS:**

### **Basic steps to completing and submitting a full application:**

1. *Complete the required application forms. One form requires signature in the presence of a Notary Public. You can do this at your financial institution or during your appointment with CFP.*
2. *Submit all required documents. Please be sure you have the most recent documents and all pages of those documents.*
3. *Call the office for an appointment to submit the application (please plan for about one hour when submitting an application, as CFP will need to review the forms and documents for completeness.)*
4. *If you have any questions, please call CFP at 254-298-5999. If at any time you are unsure of what to bring, please call and we will provide details regarding required documentation.*
5. *Once eligibility is determined, you will receive a call with further instructions.*
6. *If you are determined to meet the eligibility criteria, your roof will be inspected to assess the need for repair.*
7. *The completed application and roof inspection will be reviewed by CFP, based on the scoring criteria, and final approval for the program will be determined.*
8. *If approved for participation in the program, CFP will request bids for roof repair/replacement.*
9. *The roof will be repaired or replaced in accordance with the guidelines of the Roof Repair Program.*
10. *Once the roof has been repaired or replaced, the homeowner will sign all required program completion documents.*

### **REQUIRED DOCUMENTS CHECK LIST:**

**Please bring the completed application and the original documents as listed below. If you do not have the original, provide a copy of the documents.** *Incomplete applications will be returned to homeowner until all items are complete as required.*

- ☐ Completed application
- ☐ Driver's license/State identification card for all household members over age 18
- ☐ Social Security card for each household member over age 18
- ☐ 3 months income verification (Pay stub, Social Security statement, VA statement, verification of self-employment wages, etc.) from each income source, for all household members having or receiving income
- ☐ 3 months most recent bank statements for all accounts held by all household members (Savings, Checking, etc.)
- ☐ Previous 2 years completed Federal Income Tax returns for all adult household members
- ☐ 3 months most recent mortgage statements (as applicable)
- ☐ Ownership documents (Warranty Deed / Deed of Trust and/or Promissory Note / Trust, etc.)
- ☐ Paid property tax receipt for the current tax year
- ☐ Roof Repair Program Authorization
- ☐ Permission to Inspect Property and Perform Work
- ☐ Release of all Claims & Indemnity Agreement
- ☐ Pre-Renovation Form/Notice of Agreement
- ☐ Lead Based Paint Disclosure Acknowledgement

**Please call the office and make an appointment to submit your application and documentation.**

## CITIZENS FOR PROGRESS ROOF REPAIR PROGRAM

### APPLICANT'S AUTHORIZATION, UNDERSTANDING AND AGREEMENT

This is an application for the Roof Repair Program (RRP) to repair problems to your roof which may pose threats to the health or safety of the occupants of your property. Your signature below certifies and affirms that you acknowledge, understand and consent to the following:

(1) Actual authority is granted to Citizens for Progress, Inc. (CFP) from you, the homeowner, to act as your agent or representative in order to enter and inspect your property to determine all necessary Roof repairs;

(2) The extent of all repairs shall be based on the sole judgment of CFP;

(3) After giving reasonable notice, CFP is authorized to enter your property for the purpose of determining that the roof repairs have been completed in accordance with the terms in the bid and as contracted;

(4) The actual payment amount to the contractor who provides services under the RRP will be based on satisfactory inspection of the City of Temple Inspector, ONLY;

(5) CFP has the right to collect any costs related to roof repairs made under this program, including but not limited to a lawsuit for money damages resulting from false or misrepresented information provided in this application.

I certify that the information I am providing is true and correct and could be subject to verification at any time by a third party. I also acknowledge that I am subject to penalties, including prosecution, under Federal, State, and local law for the provision of false, inaccurate, or misleading information.

WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY IF THEY KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT. CFP is a subrecipient of funds, and the RRP is funded through, grants received from the United States Department of Housing and Urban Development (HUD).

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Applicant Signature and Date

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Co-Applicant Signature and Date

\*If someone other than the applicant has prepared this application, that person must sign below.

---

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print name)

## CITIZENS FOR PROGRESS ROOF REPAIR PROGRAM

### PERMISSION FOR INSPECTION & PERMISSION TO PERFORM WORK

Owner: \_\_\_\_\_ Property: \_\_\_\_\_

Date: \_\_\_\_\_

1. I/We are the Owner(s) of the Property. It is my/our primary residence.
2. I/We have made a written application to Citizens for Progress, Inc. (CFP) for services under the Roof Repair Program (RRP).
3. I/We understand that CFP will send an inspector to inspect my house to determine if the repair meets City and federal guidelines for services provide by the RRP.
4. I/We give permission for CFP inspectors to enter the Property and perform all necessary inspections.
5. I/We give permission to CFP and Contractor (s) hired by CFP to perform all necessary work on my/our Property. I/We agree to be present at the Property while the work is to be performed.
6. I/We release Citizens for Progress, Inc., the City of Temple and their employees, agents, officers and contractors from any and all claims which I/we may have as a result of any property damage, injury, or any other damage resulting from the inspection of the Property.
7. I/We understand that inspection is just one part of my/our qualification for the RRP and does not mean that my/our application is approved.
8. I/WE UNDERSTAND THAT NO INSPECTION OR WORK WILL OCCUR AND MY/OUR ELIGIBILITY FOR THE REPAIR PROGRAM CANNOT BE DETERMINED UNTIL I/WE SIGN THE ATTACHED RELEASE AGREEMENT. I/WE ACKNOWLEDGE THAT I/WE HAVE READ THE RELEASE AGREEMENT, HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT IT AND UNDERSTAND THAT IT MAY AFFECT MY/OUR LEGAL RIGHTS.

---

Owner/(and Co-owner, if applicable)

**THE RELEASE AGREEMENT MUST BE EXECUTED BY OWNER AND CO-OWNER AND ATTACHED TO THIS PERMISSION FOR INSPECTION AND TESTING. NO INSPECTION OR TESTING OF THE PROPERTY WILL BE PERFORMED UNLESS THE RELEASE AGREEMENT IS SIGNED BY OWNER AND CO-OWNER.**

**CITIZENS FOR PROGRESS ROOF REPAIR PROGRAM**  
**RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT**

Owner: \_\_\_\_\_ Property: \_\_\_\_\_

Co-Owner: \_\_\_\_\_

Owner/Co-Owner is applying for home repair work for the Property under the Roof Repair Program of Citizens for Progress. "Owner" in this agreement will refer collectively to the primary Owner and any Co-Owner.

**NOW, THEREFORE**, in consideration of the Citizens for Progress, Inc. (hereinafter "CFP") accepting an application for repairs under the Roof Repair Program (hereinafter "RRP"), Owner (whether one or more) makes the following representations and agrees to the following:

1. Owner is 18 or older, is of sound mind and is, in all things, competent to enter into this agreement.
2. Owner understands that work and services provided by the RRP involving roof repairs or structural repairs may in certain rare instances be dangerous and might result in injury, property damage, or death.
3. Owner gives permission for CFP and its hired Contractors to perform all necessary work and agrees to be present at the Property while the work is performed.
4. Owner understands that Owner is NOT a third-party beneficiary to any contract or contracts between CFP and the contractor hired performing the work. Owner understands and hereby releases and or forfeits any and all rights to sue Citizens for Progress, Inc. and the City of Temple (hereinafter "the City") as a third-party beneficiary.
5. If the Property is covered by a homeowners insurance policy, and Owner makes a claim under such policy for any personal injury or damage to the Property suffered by Owner in connection with any activities under the RRP, including inspection and repairs provided for the Property, Owner agrees to pay any deductible, and will not look to CFP or the City or any person or entity connected with, or in privity with, CFP or the City for payment of such deductible. If any homeowner's insurance company asserts a claim against CFP or the City for subrogation, Owner hereby agrees to indemnify, protect, and defend CFP and/or the City against any such claim.
6. Owner does hereby release, acquit, and forever discharge CFP and/or the City of and from any and all claims, rights and causes of action which Owner, Owner's representatives, heirs, estate, successors and assigns may ever have or claim as a result of any injury, death, property damage or other damage suffered by Owner as a result of Owner receiving any services under the RRP.
7. Owner agrees to indemnify, protect, and defend CFP and/or the City, its employees, agents, officers, officials, volunteers, contractors or other persons connected with, or in privity with, CFP or the City, against any claim ever asserted by any third person arising out of the injury, death or property damage allegedly suffered by such third person as a result of Owner receiving any services under the RRP.

8. IT IS THE OWNER'S INTENTION THAT THE TERMS OF THIS RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT SHALL APPLY EVEN IF THE INJURY, DEATH OR PROPERTY DAMAGE ALLEGEDLY SUFFERED BY OWNER IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACT OR OTHER FAULT OF CFP OR THE CITY, ITS EMPLOYEES, AGENTS, OFFICERS, OFFICIALS, VOLUNTEERS, CONTRACTORS OR OTHER PERSONS CONNECTED WITH, OR IN PRIVITY WITH, CFP OR THE CITY.

9. Owner agrees that the language in this agreement shall, in all cases, be construed as a whole according to its fair meaning and shall not be construed strictly for or against any party.

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Co-Owner Signature: \_\_\_\_\_

**CITIZENS FOR PROGRESS ROOF REPAIR PROGRAM**  
**PRE-RENOVATION FORM**

Occupant Confirmation

Pamphlet Receipt

- ☐ I have received a copy of **The Lead Safe Certified Guide to Renovate Right** and **Protect Your Family from Lead in Your Home** information pamphlets informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received these pamphlets before the work began.

---

Printed Name of Owner(s) / Occupant

---

Signature of Owner(s) / Occupant

---

Date

---

**If you have received a Lead Hazard Presumption Notice, please sign below.**

**NOTICE OF EVALUATION**

I hereby acknowledge receiving the letter of "NOTICE," Lead Hazard Presumption Notice on my property. I understand my obligation to retain and disclose this information as prescribed by law.

---

Printed Name of Owner(s) / Occupant

---

Signature of Owner(s) / Occupant

---

Date

---

Property Address

---

City, State, Zip

---

Printed name of person delivering Notice - Witness

---

Date

---

Signature of person delivering Notice - Witness

---

Date

RESOLUTION NO. 2020-0053-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT WITH CITIZENS FOR PROGRESS TO ADMINISTER THE HOUSING REINVESTMENT PROGRAM FOR THE CITY OF TEMPLE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the City is a recipient of an annual grant allocation as an entitlement community from the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

**Whereas**, the City may designate and contract with a subrecipient to administer programs eligible for the CDBG program funding – Staff believes it will be desirable to designate and contract with Citizens for Progress to implement a Housing Reinvestment Program funded through the Community Development Block Grant (CDBG), in order to provide housing rehabilitation assistance to eligible low- to moderate-income homeowners within the Temple city limits;

**Whereas**, the program will assist eligible households with home repairs to upgrade and preserve neighborhoods and will be administered through the Citizens for Progress office, currently located inside the Housing Resource Center at 101 North Main Street in Temple;

**Whereas**, the Housing Reinvestment Program is designed to assist low-to-moderate income persons with home repairs necessary to preserve the home, preserve affordability, and maintain a suitable living environment - an initial emphasis for the program will be placed on roof replacements, as that represents the greatest need;

**Whereas**, as funding allows, additional minor home repair projects may be completed based on the most immediate needs and architectural barrier removal assistance may also be provided for eligible tenants, with landlord approval, regardless of the non-profit status of the landlord-owner;

**Whereas**, all assistance provided to homeowners will be provided in the form of a grant - repayment will not be required, nor will any liens be placed on the property;

**Whereas**, all applicants will be screened to ensure eligibility as a "Low- to Moderate-Income Household" as determined in accordance with the applicable limits established by HUD for the Killeen-Temple Metropolitan Statistical Area (MSA);

**Whereas**, for purposes of the Housing Reinvestment Program, those limits are defined as 80% or below area median income for the Killeen-Temple MSA - proof of income will be required for all applicants to determine eligibility;

**Whereas**, Staff recommends Council authorize a Community Development Block Grant Subrecipient Agreement with Citizens for Progress to administer the Housing Reinvestment



Program for the City of Temple;

**Whereas**, funding for this program was allocated in the fiscal year 2020 Operating Budget for the Housing Reinvestment Program in the amount of \$154,626;

**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's office, to execute a Community Development Block Grant Subrecipient Agreement with Citizens for Progress to administer the Housing Reinvestment Program for the City of Temple.

**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 7<sup>th</sup> day of May, 2020.

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(F)  
Consent Agenda  
Page 1 of 2

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Kevin Beavers, Director, Parks and Recreation, CPRP

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing a construction contract with EBCO General Contractor, Ltd. of Cameron for Parks maintenance facility improvements, in the amount of \$526,607.30.

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

**ITEM SUMMARY:** Approval of this item will allow for the execution of a construction contract with EBCO General Contractor, Ltd for the construction of two open bay equipment storage facilities (totaling approximately 3,000 square feet), a concrete pad, and detention pond behind the Parks & Recreation Department facility located at 1701 North General Bruce Drive. The construction of these improvements will enable the relocation and consolidation of the Parks Maintenance Division operations and storage from 605 Jack Baskin to the Parks & Recreation Department campus.

As shown on the attached bid tabulation and engineer's letter of recommendation, on April 21, 2020, the City received eight bids for this project. The base bids ranged from \$492,216.80 to a high of \$764,281.79. The Base Bid includes the construction of two open bay equipment storage facilities for parking and storing maintenance equipment, a concrete driveway way and parking area, and a detention pond. The equipment storage area will consist of 16 covered parking bays, which will be used to park trailers, mowers and other maintenance equipment to protect them from the sun and other inclement weather.

In addition to the base bid, Staff is recommending award of Bid Add Alternates 1 and 2 in the amount of \$34,390.50. Award of these Add Alternates will provide for parking lot striping on the north side of the existing administration building to create additional parking and an additional 5,850 square feet of 6" reinforced concrete to be added along the north side of the base bid concreted area.

Most of the property is an open field without an improved surface, thus it is not accessible during or following inclement weather. The paved parking will allow vehicle access to the newly built bays and an existing storage building. The proposed bays and improved parking surface will be located behind the main office building and secured by a gated entrance.

Construction of this project is expected to be complete by December 2020 based on 225 designated construction days.

**FISCAL IMPACT:** Funding for the construction contract with EBCO General Contractor, Ltd. for the construction of a Parks maintenance facility improvements in the amount of \$526,607.30 is available in account 365-4100-551-6424, project 102111, as follows:

Project Budget	\$	2,688,794
Encumbered/Committed to Date		(2,105,859)
Construction Award - EBCO General Contractor, Ltd.		(526,607)
Remaining Project Funds Available	\$	<u>56,328</u>

**ATTACHMENTS:**

[Engineer's Letter of Recommendation](#)  
[Bid Tabulation](#)  
[Resolution](#)



215 North Main Street  
Temple, Texas 76501  
(254) 899-0899  
Fax (254) 899-0901  
[www.clark-fuller.com](http://www.clark-fuller.com)  
Firm Registration No: F-10384

April 21, 2020

City of Temple Purchasing  
Belinda Mattke  
3210 East Avenue H, Building C  
Temple, Texas 76501

Re: City of Temple Parks Department – New Equipment Parking Area and Building Additions

Dear Mrs. Mattke,

On April 21st, we received eight (8) bids for the City of Temple Parks Department – New Equipment Parking Area and Building Additions. We have reviewed each bid for accuracy and completeness. EBCO General Contractor, Ltd. submitted a Base Bid totaling \$492,216.80 making them the apparent low bidder.

In addition to the Base Bid, EBCO submitted the following Bid Add Alternates:

- Bid Add Alternate (1) - provide new parking striping - totaling \$577.50
- Bid Add Alternate (2) - construct additional areas of new reinforced concrete pavement - totaling \$33,813.00
- Bid Add/Deduct Alternate (3) - construct 3,263 square yards of HMAC in lieu of the Base Bid concrete pavement section – total deduct (\$45,758.56)
- Bid Add/Deduct Alternate (4) - construct 650 square yards of HMAC in lieu of concrete pavement section in Bid Add Alternate (2) – total deduct (\$9,525.75).

*Please refer to the enclosed Bid Tabulation Sheet and Bid Schedule Breakout for detailed information.*

The engineer's project estimate, for the City of Temple Parks Department – New Equipment Parking Area and Building Additions was \$674,653.50.

We are recommending that the City of Temple award the contract to EBCO General Contractor, Ltd. We believe, through personal experience, that EBCO General Contractor, Ltd. is qualified and is capable of providing the City of Temple Parks Department – New Equipment Parking Area and Building Additions and we look forward to working with them on this project. Please let us know as to which bid alternates you select.

Sincerely,

Monty Clark, P.E., CPESC



CITY OF TEMPLE PARKS DEPARTMENT  
NEW EQUIPMENT PARKING AREA AND BUILDING ADDITIONS

Bid Date: April 21, 2020



	Base Bid			Choice Builders, LLC		EBCO General Contractors, Ltd		Liberty Civil Construction, LLC		LM Armstrong Construction, LLC		Mitchell Construction Company, Inc		Mooring Recovery Services, Inc		Pearson Construction, Inc		Wright Builders II, Ltd	
No.	Item Description	Est. Quan.	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Base Bid																			
1	Site Preparation, Miscellaneous Demolition, Haul Off, and Clearing	100%	LS	\$ 8,317.00	\$ 8,317.00	\$ 7,986.00	\$ 7,986.00	\$ 13,277.49	\$ 13,277.49	\$ 12,786.00	\$ 12,786.00	\$ 17,208.22	\$ 17,208.22	\$ 24,892.73	\$ 24,892.73	\$ 8,049.46	\$ 8,049.46	\$ 26,164.00	\$ 26,164.00
2	Mobilization, Bonds, Permits, & Insurance	100%	LS	\$ 32,120.00	\$ 32,120.00	\$ 86,664.35	\$ 86,664.35	\$ 51,869.56	\$ 51,869.56	\$ 15,000.00	\$ 15,000.00	\$ 39,167.93	\$ 39,167.93	\$ 81,903.75	\$ 81,903.75	\$ 16,356.17	\$ 16,356.17	\$ 24,873.00	\$ 24,873.00
3	Storm Water Pollution Prevention Plan	100%	LS	\$ 5,300.00	\$ 5,300.00	\$ 3,269.00	\$ 3,269.00	\$ 2,800.00	\$ 2,800.00	\$ 1,585.00	\$ 1,585.00	\$ 3,500.00	\$ 3,500.00	\$ 3,860.00	\$ 3,860.00	\$ 3,673.94	\$ 3,673.94	\$ 7,668.00	\$ 7,668.00
4	Earthwork (Cuts, Fills, and Stockpile	100%	LS	\$ 36,762.00	\$ 36,762.00	\$ 7,000.00	\$ 7,000.00	\$ 38,533.14	\$ 38,533.14	\$ 8,653.00	\$ 8,653.00	\$ 23,964.96	\$ 23,964.96	\$ 8,558.42	\$ 8,558.42	\$ 32,272.68	\$ 32,272.68	\$ 31,895.00	\$ 31,895.00
5	New Buildings	100%	LS	\$ 320,820.00	\$ 320,820.00	\$ 234,799.00	\$ 234,799.00	\$ 322,160.40	\$ 322,160.40	\$ 325,410.00	\$ 325,410.00	\$ 294,693.55	\$ 294,693.55	\$ 201,987.80	\$ 201,987.80	\$ 323,668.09	\$ 323,668.09	\$ 299,503.00	\$ 299,503.00
6	New Mechanical and Electrical Systems	100%	LS	\$ 18,386.00	\$ 18,386.00	\$ 6,700.00	\$ 6,700.00	\$ 123,015.20	\$ 123,015.20	\$ 18,679.00	\$ 18,679.00	\$ 17,222.99	\$ 17,222.99	\$ 21,090.71	\$ 21,090.71	\$ 8,255.26	\$ 8,255.26	\$ 9,823.00	\$ 9,823.00
7	6" Reinforced Concrete Pavement Section	3263	SY	\$ 52.00	\$ 169,676.00	\$ 36.24	\$ 118,251.12	\$ 49.31	\$ 160,898.53	\$ 36.71	\$ 119,784.73	\$ 60.79	\$ 198,357.77		\$ 188,812.16	\$ 45.44	\$ 148,270.72	\$ 44.05	\$ 143,735.15
8	6" Crushed Limestone Base	3263	SY	\$ 9.60	\$ 31,324.80	\$ 5.21	\$ 17,000.23	\$ 9.96	\$ 32,499.48	\$ 5.21	\$ 17,000.23	\$ 9.68	\$ 31,585.84		\$ 29,197.07	\$ 8.42	\$ 27,474.46	\$ 8.33	\$ 27,180.79
9	Subgrade Preparations	3263	SY	\$ 1.50	\$ 4,894.50	\$ 1.70	\$ 5,547.10	\$ 2.46	\$ 8,026.98	\$ 1.70	\$ 5,547.10	\$ 2.46	\$ 8,026.98		\$ 5,711.37	\$ 1.29	\$ 4,209.27	\$ 1.28	\$ 4,176.64
10	New Reinforced Concrete Detention Pond Outlet Structure and Common Stone Rip	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 11,201.01	\$ 11,201.01	\$ 5,000.00	\$ 5,000.00	\$ 6,662.09	\$ 6,662.09		\$ 11,464.64	\$ 5,262.00	\$ 5,262.00	\$ 6,934.00	\$ 6,934.00
Total Base Bid					\$ 630,400.30		\$ 492,216.80		\$ 764,281.79		\$ 529,445.06		\$ 640,390.33		\$ 577,478.65		\$ 577,492.05		\$ 581,952.58

Bid Add Alternate 1																			
11	New Parking Striping	100%	LS	\$ 800.00	\$ 800.00	\$ 577.50	\$ 577.50	\$ 1,064.00	\$ 1,064.00	\$ 550.00	\$ 550.00	\$ 1,040.00	\$ 1,040.00	\$ 2,910.04	\$ 2,910.04	\$ 468.00	\$ 468.00	\$ 701.00	\$ 701.00
Total Bid Alternate (1)					\$ 800.00		\$ 577.50		\$ 1,064.00		\$ 550.00		\$ 1,040.00		\$ 2,910.04		\$ 468.00		\$ 701.00

Bid Add Alternate 2																			
	Add																		
12	6" Reinforced Concrete Pavement Section	650	SY	\$ 53.30	\$ 34,645.00	\$ 38.77	\$ 25,200.50	\$ 55.17	\$ 35,860.50	\$ 37.23	\$ 24,199.50	\$ 61.66	\$ 40,079.00	\$ 58.73	\$ 38,174.50	\$ 43.56	\$ 28,314.00	\$ 45.79	\$ 29,763.50
13	6" Crushed Limestone Base	650	SY	\$ 10.60	\$ 6,890.00	\$ 6.14	\$ 3,991.00	\$ 9.96	\$ 6,474.00	\$ 5.85	\$ 3,802.50	\$ 10.18	\$ 6,617.00	\$ 6.58	\$ 4,277.00	\$ 9.35	\$ 6,077.50	\$ 9.34	\$ 6,071.00
14	Subgrade Preprations	650	SY	\$ 1.50	\$ 975.00	\$ 7.11	\$ 4,621.50	\$ 2.46	\$ 1,599.00	\$ 6.77	\$ 4,400.50	\$ 2.54	\$ 1,651.00	\$ 2.84	\$ 1,846.00	\$ 1.29	\$ 838.50	\$ 1.29	\$ 838.50
Total Bid Alternate (2)					\$ 42,510.00		\$ 33,813.00		\$ 43,933.50		\$ 32,402.50		\$ 48,347.00		\$ 44,297.50		\$ 35,230.00		\$ 36,673.00

Bid Add Alternate 3																			
	Deduct																		
7	6" Reinforced Concrete Pavement Section	3263	SY	\$ 47.00	\$ 153,361.00	\$ 36.24	\$ 118,251.12	\$ 49.31	\$ 160,898.53	\$ 36.16	\$ 117,990.08	\$ 60.79	\$ 198,357.77	\$ 53.41	\$ 174,276.83	\$ 37.25	\$ 121,546.75	\$ 45.68	\$ 149,053.84
8	6" Crushed Limestone Base	3263	SY	\$ 9.60	\$ 31,324.80	\$ 5.21	\$ 17,000.23	\$ 9.96	\$ 32,499.48	\$ 5.21	\$ 17,000.23	\$ 9.68	\$ 31,585.84	\$ 6.84	\$ 22,318.92	\$ 7.20	\$ 23,493.60	\$ 8.33	\$ 27,180.79
9	Subgrade Preprations	3263	SY	\$ 1.50	\$ 4,894.50	\$ 1.70	\$ 5,547.10	\$ 2.46	\$ 8,026.98	\$ 1.70	\$ 5,547.10	\$ 2.46	\$ 8,026.98	\$ 1.22	\$ 3,980.86	\$ 1.10	\$ 3,589.30	\$ 1.28	\$ 4,176.64
Total Deduct					\$ 189,580.30		\$ 140,798.45		\$ 201,424.99		\$ 140,537.41		\$ 237,970.59		\$ 200,576.61		\$ 148,629.65		\$ 180,411.27
	Add																		
7B	3" HMAC Pavement Section	3263	SY	\$ 19.90	\$ 64,933.70	\$ 17.24	\$ 56,254.12	\$ 17.90	\$ 58,407.70	\$ 16.42	\$ 53,578.46	\$ 46.80	\$ 152,708.40	\$ 67.81	\$ 221,264.03	\$ 17.48	\$ 57,037.24	\$ 17.46	\$ 56,971.98
8B	12" Crushed Limestone Base	3991	SY	\$ 18.40	\$ 73,434.40	\$ 9.01	\$ 35,958.91	\$ 16.41	\$ 65,492.31	\$ 8.58	\$ 34,242.78	\$ 18.63	\$ 74,352.33	\$ 11.58	\$ 46,215.78	\$ 16.19	\$ 64,614.29	\$ 16.18	\$ 64,574.38
9B	Subgrade Preprations	3991	SY	\$ 1.50	\$ 5,986.50	\$ 1.46	\$ 5,826.86	\$ 2.46	\$ 9,817.86	\$ 1.39	\$ 5,547.49	\$ 2.54	\$ 10,137.14	\$ 1.23	\$ 4,908.93	\$ 1.29	\$ 5,148.39	\$ 1.29	\$ 5,148.39
Total Add					\$ 144,354.60		\$ 98,039.89		\$ 133,717.87		\$ 93,368.73		\$ 237,197.87		\$ 272,388.74		\$ 126,799.92		\$ 126,694.75
Total Bid Alternate (3) Add/Deduct					\$ (45,225.70)		\$ (42,758.56)		\$ (67,707.12)		\$ (47,168.68)		\$ (772.72)		\$ 71,812.13		\$ (21,829.73)		\$ (53,716.52)

Bid Add Alternate 4																			
	Deduct																		
12	6" Reinforced Concrete Pavement Section	650	SY	\$ 53.30	\$ 34,645.00	\$ 36.92	\$ 23,998.00	\$ 55.17	\$ 35,860.50	\$ 37.23	\$ 24,199.50	\$ 61.66	\$ 40,079.00	\$ 58.73	\$ 38,174.50	\$ 37.25	\$ 24,212.50	\$ 46.18	\$ 30,017.00
13	6" Crushed Limestone Base	650	SY	\$ 10.60	\$ 6,890.00	\$ 5.85	\$ 3,802.50	\$ 9.96	\$ 6,474.00	\$ 5.85	\$ 3,802.50	\$ 10.18	\$ 6,617.00	\$ 6.58	\$ 4,277.00	\$ 8.00	\$ 5,200.00	\$ 9.34	\$ 6,071.00
14	Subgrade Preprations	650	SY	\$ 1.50	\$ 975.00	\$ 6.77	\$ 4,400.50	\$ 2.46	\$ 1,599.00	\$ 6.77	\$ 4,400.50	\$ 2.54	\$ 1,651.00	\$ 2.84	\$ 1,846.00	\$ 1.10	\$ 715.00	\$ 1.29	\$ 838.50
Total Deduct					\$ 42,510.00		\$ 32,201.00		\$ 43,933.50		\$ 32,402.50		\$ 48,347.00		\$ 44,297.50		\$ 30,127.50		\$ 36,926.50
	Add																		
12B	3" HMAC Pavement Section	650	SY	\$ 19.90	\$ 12,935.00	\$ 17.26	\$ 11,219.00	\$ 17.90	\$ 11,635.00	\$ 16.44	\$ 10,686.00	\$ 49.80	\$ 32,370.00	\$ 67.40	\$ 43,810.00	\$ 17.48	\$ 11,362.00	\$ 17.60	\$ 11,440.00
13B	12" Crushed Limestone Base	705	SY	\$ 20.30	\$ 14,311.50	\$ 11.34	\$ 7,994.70	\$ 16.41	\$ 11,569.05	\$ 10.80	\$ 7,614.00	\$ 21.63	\$ 15,249.15	\$ 11.63	\$ 8,199.15	\$ 17.83	\$ 12,570.15	\$ 17.89	\$ 12,612.45
14B	Subgrade Preprations	705	SY	\$ 1.50	\$ 1,057.50	\$ 4.91	\$ 3,461.55	\$ 2.46	\$ 1,734.30	\$ 4.67	\$ 3,292.35	\$ 2.54	\$ 1,790.70	\$ 2.45	\$ 1,727.25	\$ 1.29	\$ 909.45	\$ 1.33	\$ 937.65
Total Add					\$ 28,304.00		\$ 22,675.25		\$ 24,938.35		\$ 21,592.35		\$ 49,409.85		\$ 53,736.40		\$ 24,841.60		\$ 24,990.10
Total Bid Alternate (4) Add/Deduct					\$ (14,206.00)		\$ (9,525.75)		\$ (18,995.15)		\$ (10,810.15)		\$ 1,062.85		\$ 9,438.90		\$ (5,285.90)		\$ (11,936.40)

RESOLUTION NO. 2020-0054-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH EBCO GENERAL CONTRACTOR, LTD, OF CAMERON, TEXAS IN THE AMOUNT OF \$526,607.30 FOR PARKS MAINTENANCE FACILITY IMPROVEMENTS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the construction of two open bay equipment storage facilities for parking and storing maintenance equipment, a concrete driveway way and parking area, and a detention pond are needed behind the Parks & Recreation Department facility located at 1701 North General Bruce Drive to enable the relocation and consolidation of the Parks Maintenance Division operations and storage from 605 Jack Baskin to the Parks & Recreation Department campus;

**Whereas**, on April 21, 2020, the City received eight bids for this project ranging from \$492,216.80 to \$764,281.79 for the Base Bid - the equipment storage area will consist of 16 covered parking bays, which will be used to park trailers, mowers and other maintenance equipment to protect them from the sun and other inclement weather;

**Whereas**, in addition to the Base Bid, Staff is recommending award of Bid Add Alternates 1 and 2 in the amount of \$34,390.50 that will provide for parking lot striping on the north side of the existing administration building to create additional parking and an additional 5,850 square feet of 6-inch reinforced concrete to be added along the north side of the base bid concreted area;

**Whereas**, most of the property is an open field without an improved surface, thus it is not accessible during or following inclement weather and the paved parking will allow vehicle access to the newly built bays and an existing storage building - the proposed bays and improved parking surface will be located behind the main office building and secured by a gated entrance;

**Whereas**, Staff recommends Council authorize a construction contract with EBCO General Contractor, Ltd., of Cameron, Texas in the amount of \$526,607.30 for Parks maintenance facility improvements;

**Whereas**, funding for this construction contract is available in Account No. 365-4100-551-6424, project 102111; 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's office, to execute a construction contract with EBCO General Contractor, Ltd., of Cameron, Texas in the amount of \$526,607.30 for Parks maintenance facility improvements.

**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 7<sup>th</sup> day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

---

Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(G)  
Consent Agenda  
Page 1 of 1

### **DEPT. /DIVISION SUBMISSION & REVIEW:**

Kathy Davis, City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution finding that Oncor Electric Delivery Company LLC's Application for Approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied.

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

**ITEM SUMMARY:** The City of Temple ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor") and a regulatory authority with an interest in the rates and charges of Oncor. The City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area.

On or about April 3, 2020 Oncor filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), seeking to increase electric distribution rates by approximately \$75,889,531 system-wide, which is an approximate \$0.88 increase to the average residential customer's monthly bill. By contrast, Oncor asked for an increase of \$29,433,804 last year. All electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted. The OCSC intends to engage a consultant to review Oncor's filing and identify adjustments that should be made to Oncor's request.

OCSC's members and attorneys recommend that members deny the DCRF. Furthermore, the proposed resolution authorizes Temple to join with the OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

**FISCAL IMPACT:** Oncor Electric Delivery Company LLC is asking the City to approve an approximate \$0.88 increase to the average residential customer's monthly bill. It is staff's recommendation that Oncor Electric Delivery Company LLC's application to change rates within the City of Temple be denied.

### **ATTACHMENTS:**

[Resolution](#)



RESOLUTION NO. 2020-0055-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor") and a regulatory authority with an interest in the rates and charges of Oncor - the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area;

**Whereas**, on or about April 3, 2020 Oncor filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), seeking to increase electric distribution rates by approximately \$75,889,531 system-wide, which is an approximate \$0.88 increase to the average residential customer's monthly bill - by contrast, Oncor asked for an increase of \$29,433,804 last year;

**Whereas**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted and OCSC intends to engage a consultant to review Oncor's filing and identify adjustments that should be made to Oncor's request;

**Whereas**, OCSC's members and attorneys recommend that members deny the DCRF - furthermore, the proposed resolution authorizes Temple to join with the OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue;

**Whereas**, Staff recommends Council deny the Application for Approval to Amend its Distribution Cost Recovery Factor filed by Oncor Electric Delivery Company, LLC; 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 denies the Application for Approval to Amend its Distribution Cost Recovery Factor filed by Oncor Electric Delivery Company, LLC.

**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 7<sup>th</sup> day of **May, 2020**.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Stephanie Hedrick  
Interim City Secretary

---

Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(H)  
Consent Agenda  
Page 1 of 1

**DEPT. / DIVISION SUBMISSION & REVIEW:**

Kathryn Davis, City Attorney  
Christina Demirs, Deputy City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing approval of a Street Use License to allow for the encroachment of a new subdivision entry sign, landscaping, and irrigation located in The Bend Subdivision, Temple, Bell County, Texas, addressed as 1604 Bend Drive.

**STAFF RECOMMENDATION:** Approve a SUL as presented in the item description.

**ITEM SUMMARY:** The applicant, Finish Elevation, LLC, on behalf of the property owner, Stylecraft Builders, Inc., submitted this request for a street use license.

Per City Charter Section 10.8: Street Use License, City Council approval is required for an encroachment on public property for a term not to exceed 15 years so long as the use is not inconsistent with the rights of the public.

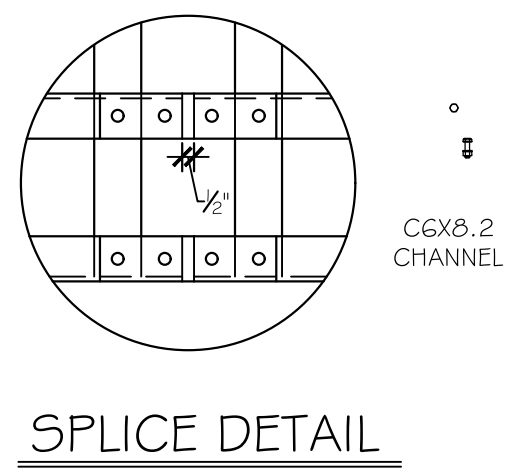
The Applicant proposes an approximately 25-foot by 2-foot by 8-foot entry sign, as well as landscaping and irrigation improvements in the median of Bend Road at its intersection of 31<sup>st</sup> Street and addressed as 1604 Bend Road.

Staff has contacted all public and private utility service providers and no objections to the street use license were received.

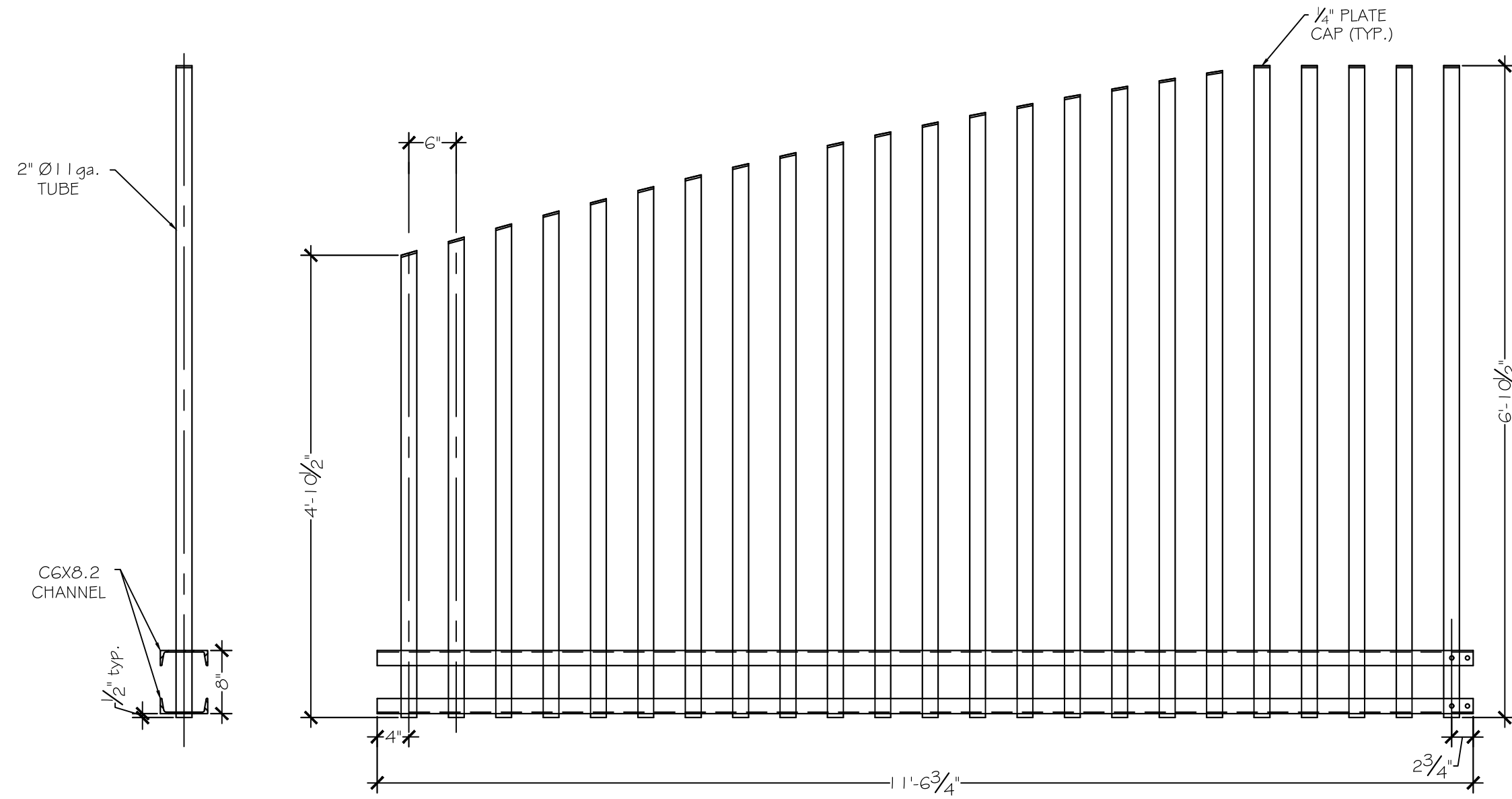
**FISCAL IMPACT:** Not applicable

**ATTACHMENTS:**

[Exhibits A and B](#)  
[Resolution](#)

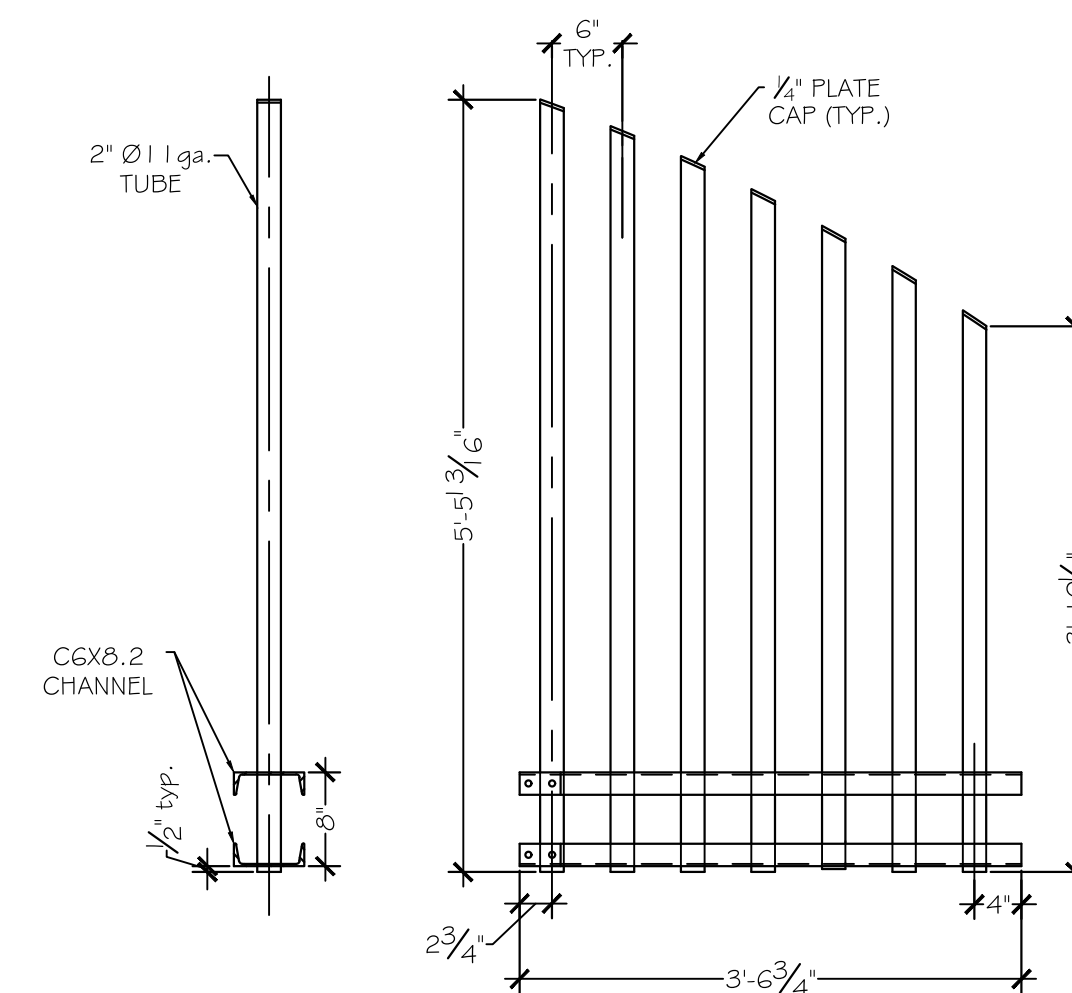


SPLICE DETAIL



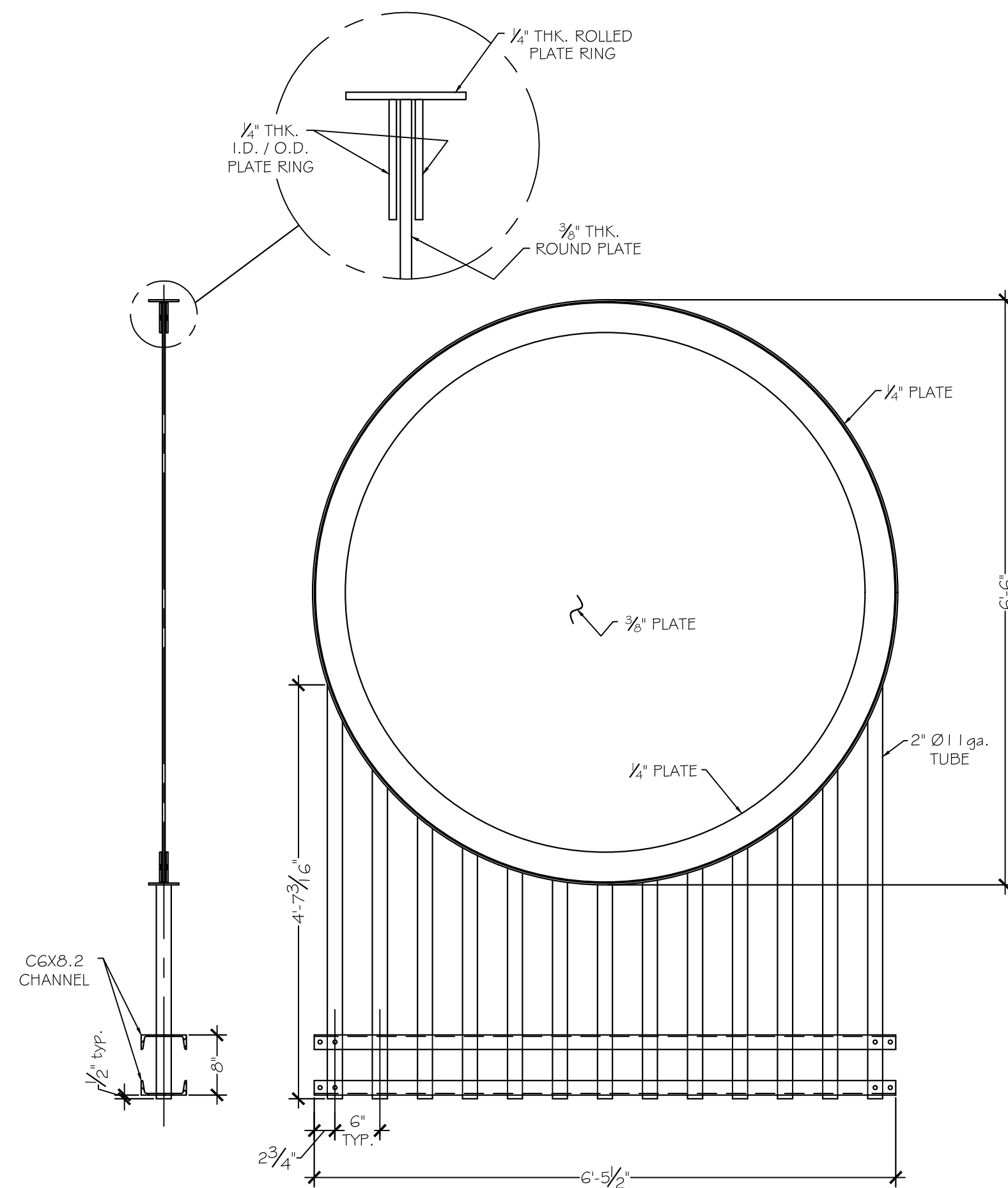
DETAIL - PANEL "A"

(1) REQ'D



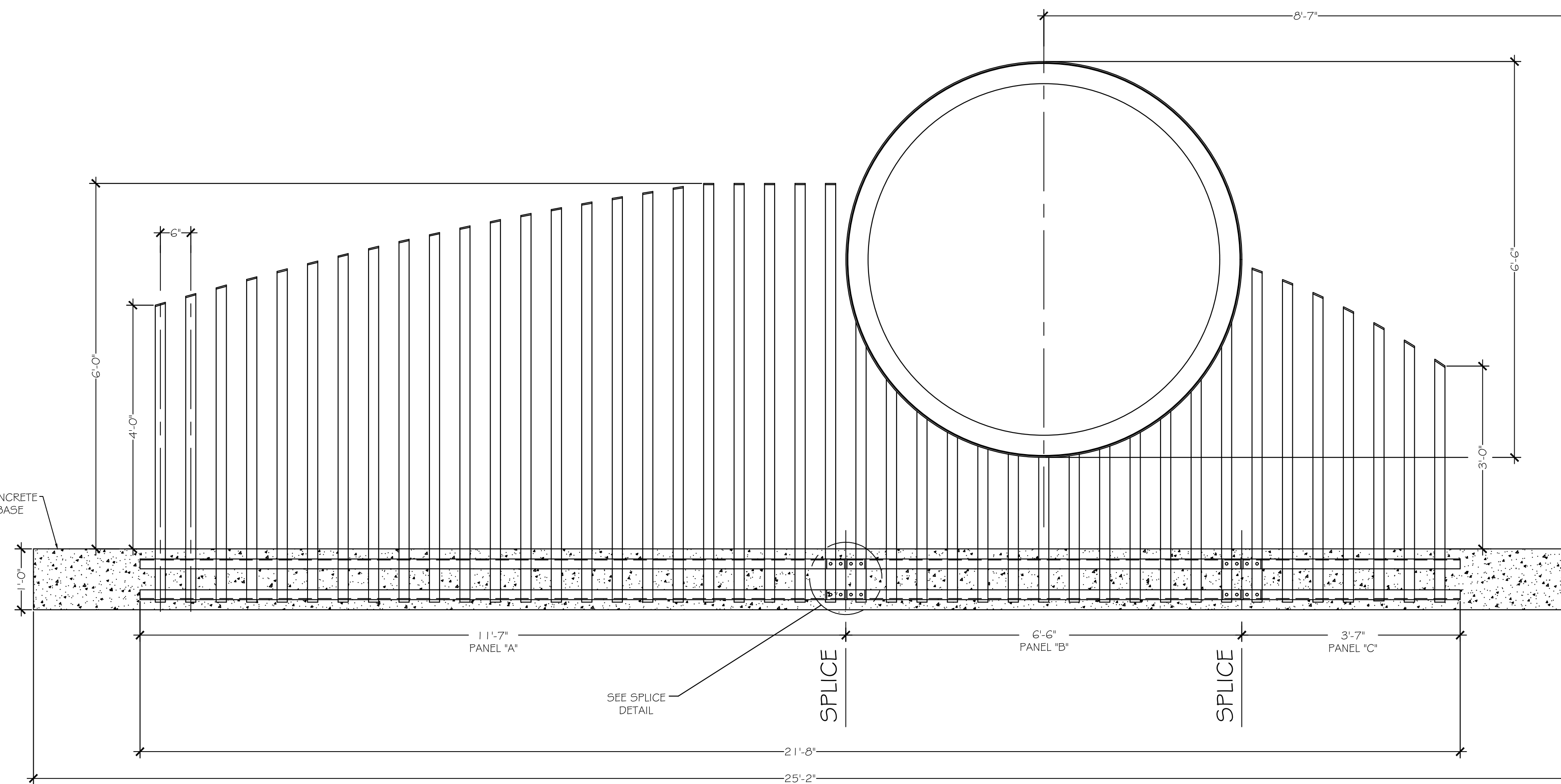
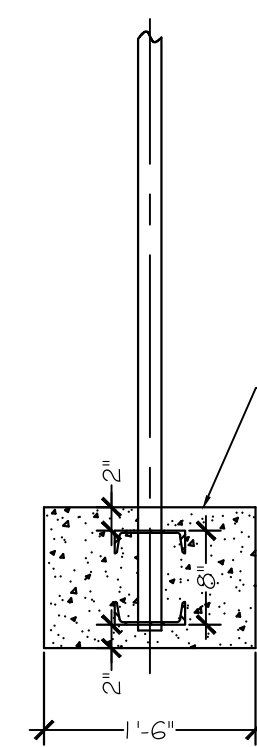
DETAIL - PANEL "C"

(1) REQ'D



DETAIL - PANEL "B"

(1) REQ'D



ENTRANCE SIGN

NOTE:

ALL FIELD CHANGES OR CORRECTIONS MUST BE APPROVED BY FABRICATOR OR WILL BE MADE AT CONTRACTORS AND/OR ERECTORS EXPENSE

REVISIONS

REV. #	BY	DATE	CKD.	DATE	REMARKS
△	PAS	02/21/20			ISSUED FOR APPROVAL
△					
△					
△					
△					

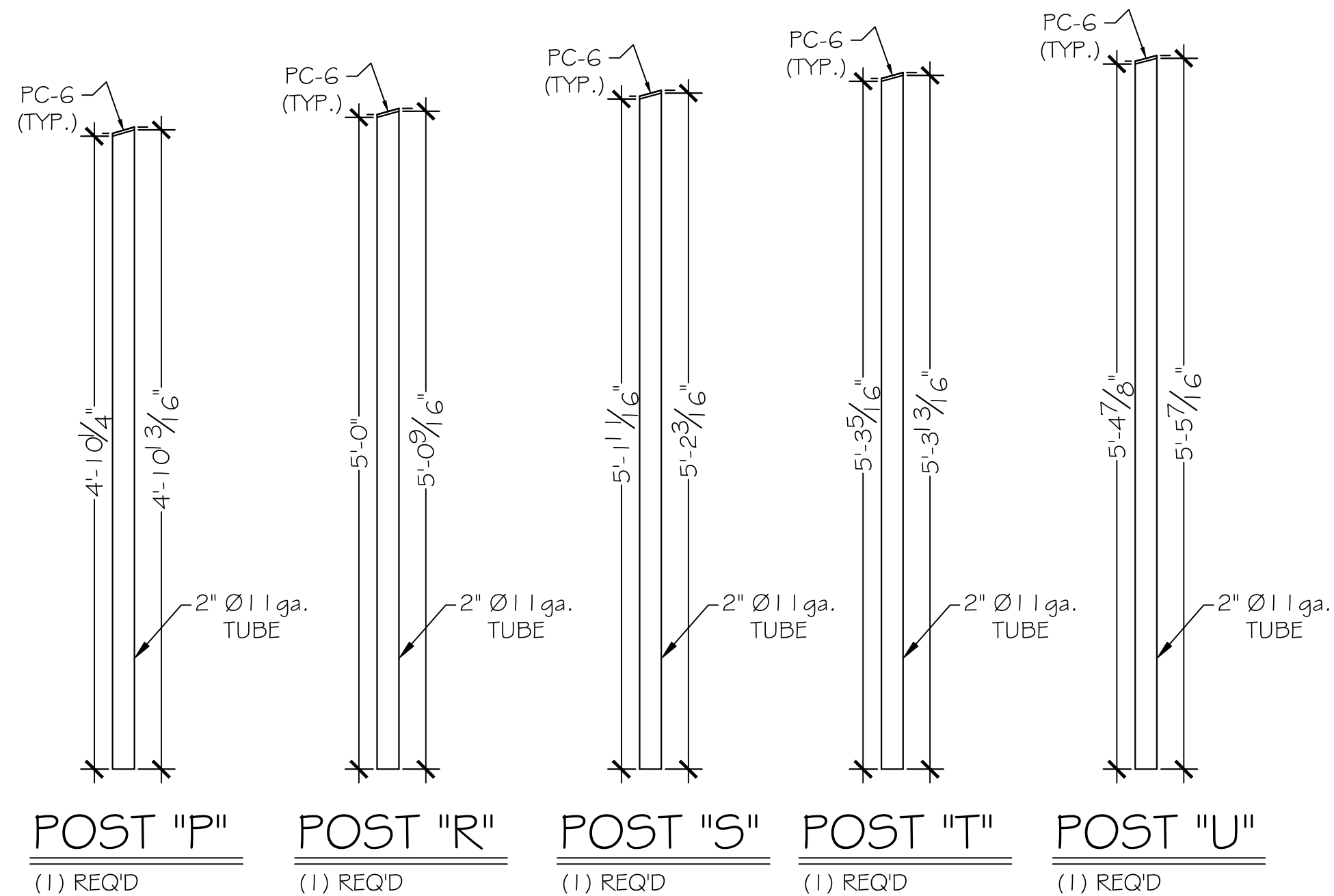
DRAWING LOG

SENT	DATE
APPROVAL	
REC.D	
SCRUBD.	
TO SHOP	

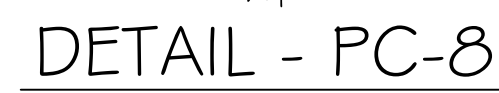
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BOLTS: \_\_\_\_\_ U.N.O.  
WELDS: \_\_\_\_\_ U.N.O.  
FINISH: GALVANIZED  
NOTES: \_\_\_\_\_

CUSTOMER: **MKL CREATIVE LLC**  
ARCHITECT: --  
PROJECT: THE BEND ENTRANCE SIGN  
LOCATION: BELTON, TX

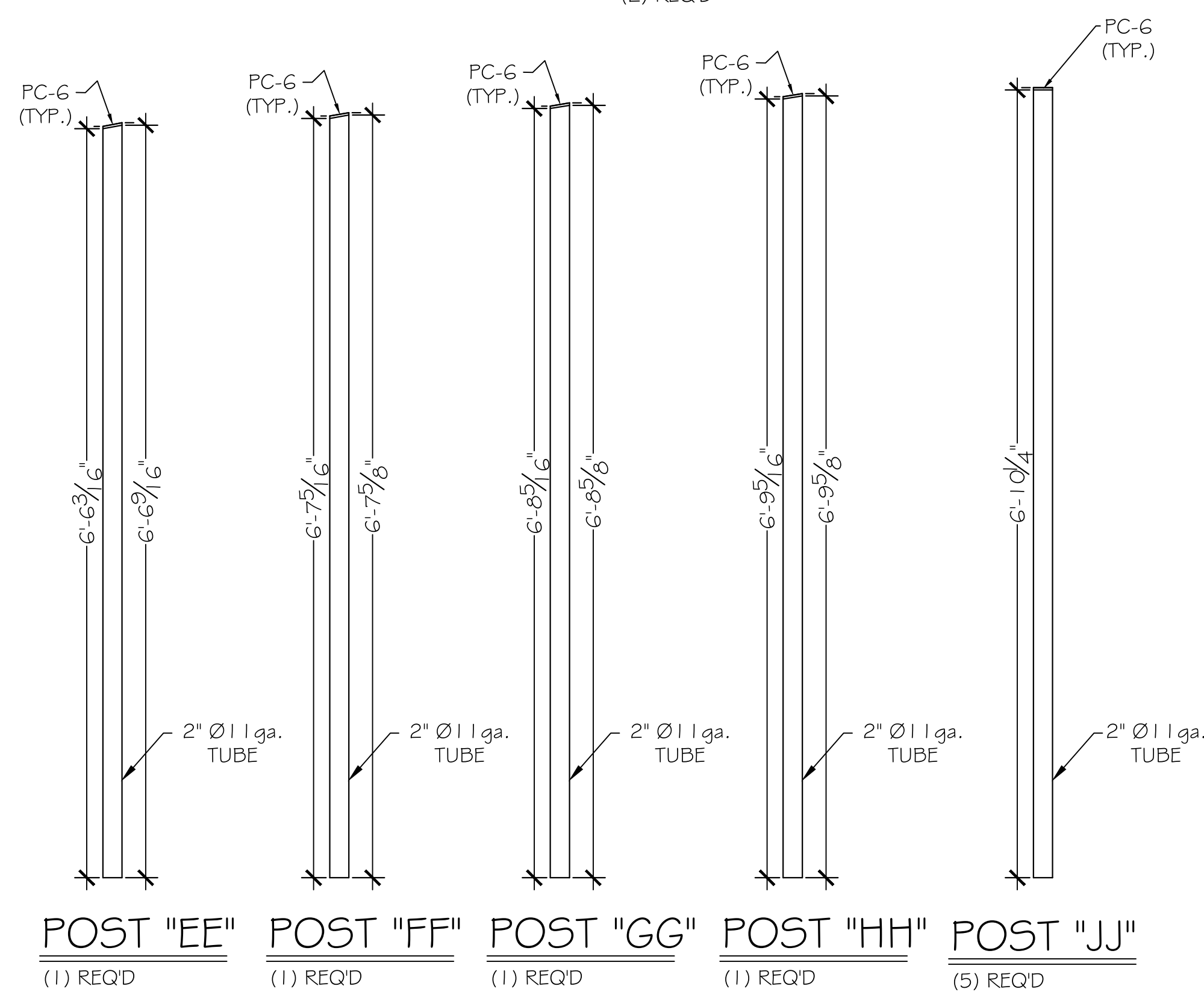
DRAWN: PAS DATE: 02-21-2020  
CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOB NO. CF20-25430  
SHEET NO. **E1**



(1) REQ'D



(2) REQ'D



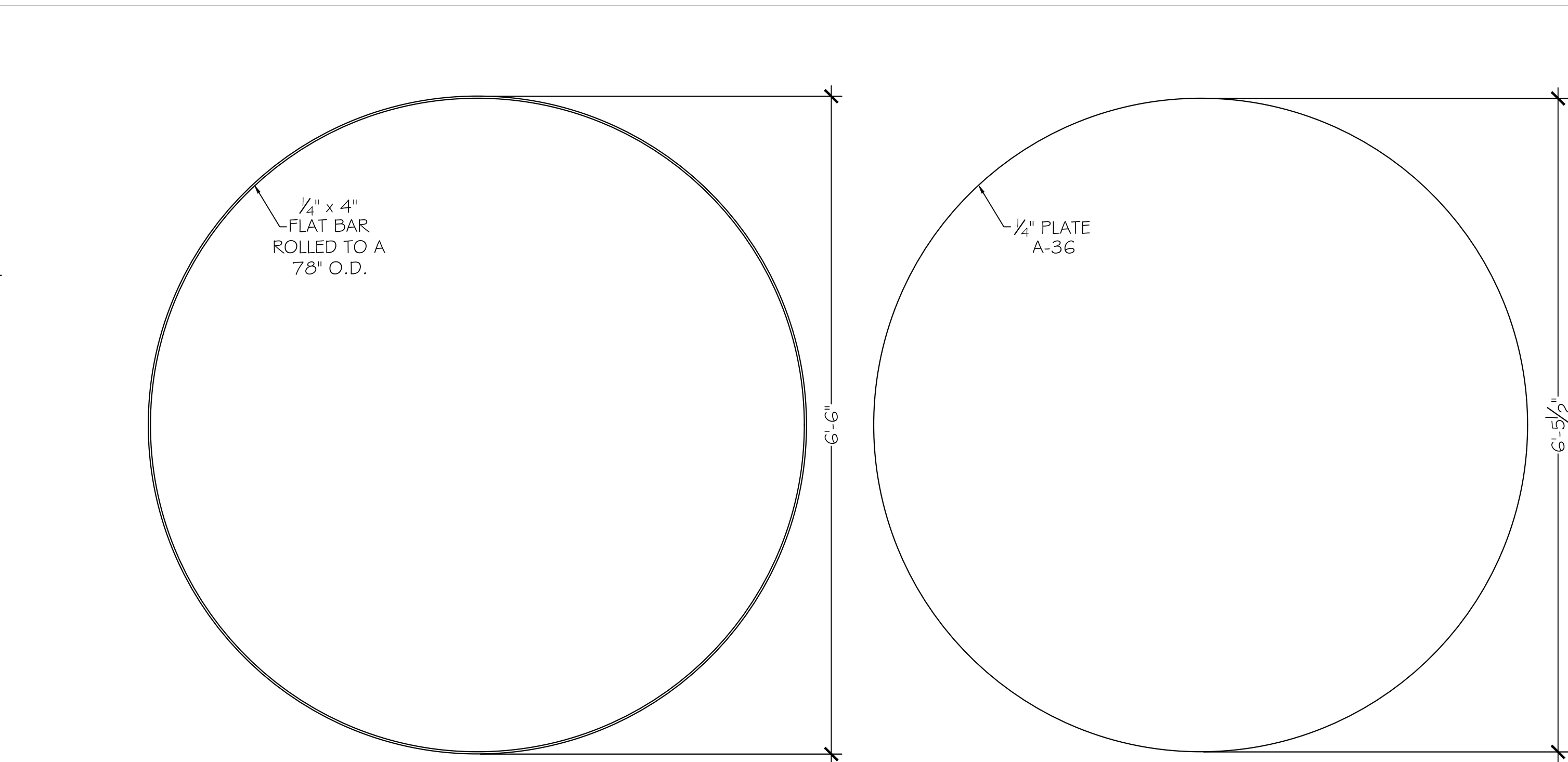
ALL FIELD CHANGES OR  
CORRECTIONS MUST BE  
APPROVED BY FABRICATOR  
OR WILL BE MADE AT  
CONTRACTORS AND/OR  
ERECTORS EXPENSE

REVISIONS						DRAWING LOG		CUSTOMER: <b>MKL CREATIVE LLC</b>	
REV. #	BY	DATE	CKD.	DATE	REMARKS	SENT	DATE	HOLES: _____	U.N.O. _____
△	PAS	02/21/20			ISSUED FOR APPROVAL	APPROVAL	10/14/19	BOLTS: _____	U.N.O. _____
△						REC.D		WELDS: _____	U.N.O. _____
△						SCRUBD.		FINISH: <u>GALVANIZED</u>	
△						TO SHOP		NOTES: _____	
△								_____	

DRAWN: PAS		DATE: 02-21-2020		JOB NO. _____	SHEET NO. _____
CHECKED: _____		DATE: _____		<u>CF20-25430</u>	<b>1</b>

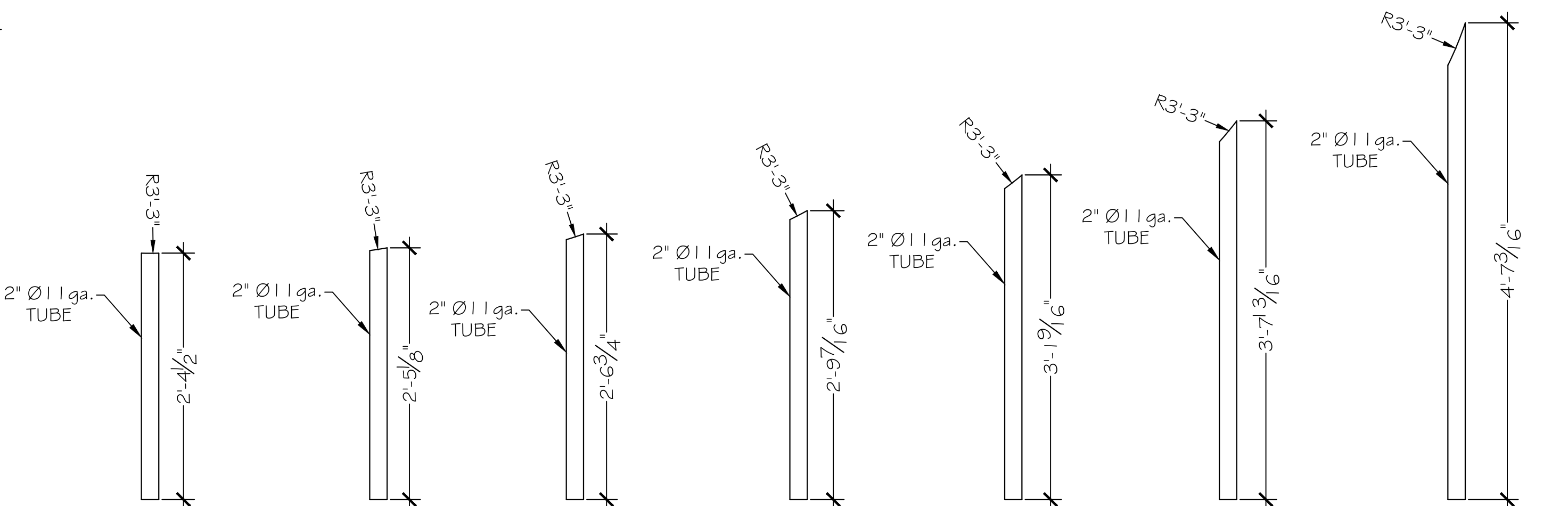
BILL OF MATERIALS						
PG. MARK	QTY.	DESCRIPTION	LENGTH		GRADE	REMARKS
			FEET	INCHES		
PANEL	A*					
PC-6	7	1/4" PLATE (CUT TO FIT TUBE)			A-36	
PC-8	2	C6 X 8.2 CHANNEL	11'	6 3/4"	A-36	
POST						
"P"	1	2" O.D. X 11 ga. TUBE	4'	10 1/4"	A-36	
"R"	1	2" O.D. X 11 ga. TUBE	5'	0 3/4"	A-36	
"S"	1	2" O.D. X 11 ga. TUBE	5'	2 3/4"	A-36	
"T"	1	2" O.D. X 11 ga. TUBE	5'	3 1/4"	A-36	
"U"	1	2" O.D. X 11 ga. TUBE	5'	5 1/4"	A-36	
"V"	1	2" O.D. X 11 ga. TUBE	5'	6 1/4"	A-36	
"W"	1	2" O.D. X 11 ga. TUBE	5'	8 1/4"	A-36	
"X"	1	2" O.D. X 11 ga. TUBE	5'	9 1/4"	A-36	
"Y"	1	2" O.D. X 11 ga. TUBE	5'	11 1/4"	A-36	
"Z"	1	2" O.D. X 11 ga. TUBE	6'	0 3/4"	A-36	
"AA"	1	2" O.D. X 11 ga. TUBE	6'	1 1/4"	A-36	
"BB"	1	2" O.D. X 11 ga. TUBE	6'	3 1/8"	A-36	
"CC"	1	2" O.D. X 11 ga. TUBE	6'	4 1/4"	A-36	
"DD"	1	2" O.D. X 11 ga. TUBE	6'	5 1/4"	A-36	
"EE"	1	2" O.D. X 11 ga. TUBE	6'	6 3/4"	A-36	
"FF"	1	2" O.D. X 11 ga. TUBE	6'	7 3/8"	A-36	
"GG"	1	2" O.D. X 11 ga. TUBE	6'	8 3/8"	A-36	
"HH"	1	2" O.D. X 11 ga. TUBE	6'	9 5/8"	A-36	
"JJ"	5	2" O.D. X 11 ga. TUBE	6'	10 1/4"	A-36	





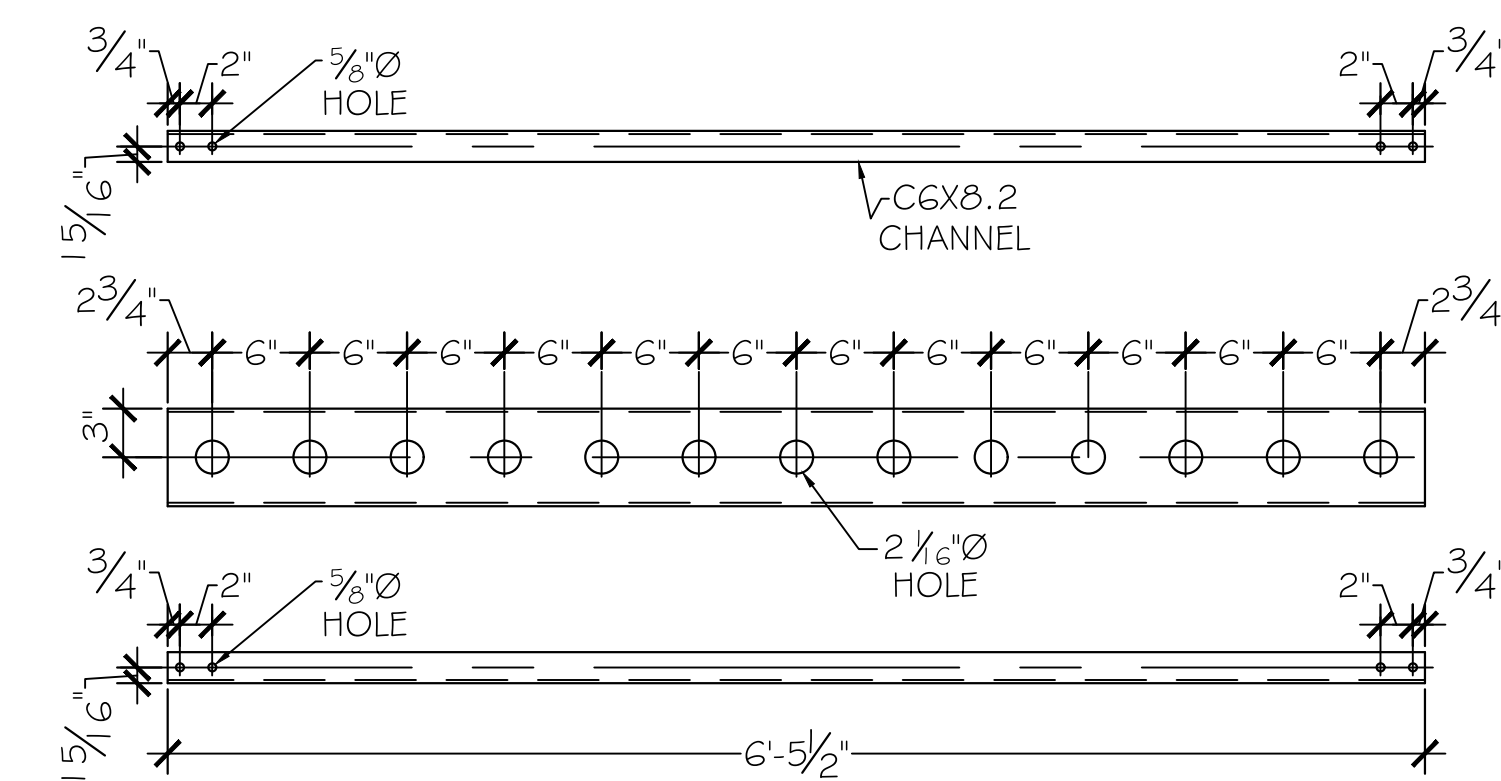
DETAIL - PC-2

(1) REQ'D

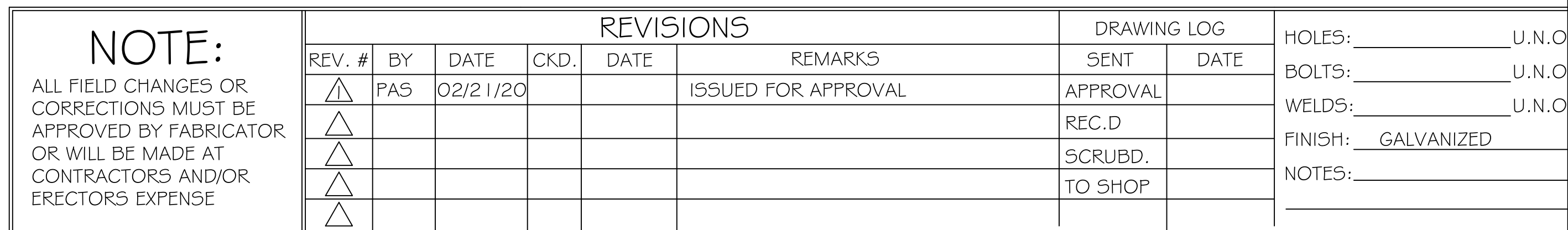


POST "A"

(2) REQ'D



(2) REQ'D



ALL FIELD CHANGES OR  
CORRECTIONS MUST BE  
APPROVED BY FABRICATOR  
OR WILL BE MADE AT  
CONTRACTORS AND/OR  
ERECTOR'S EXPENSE

[illegible]

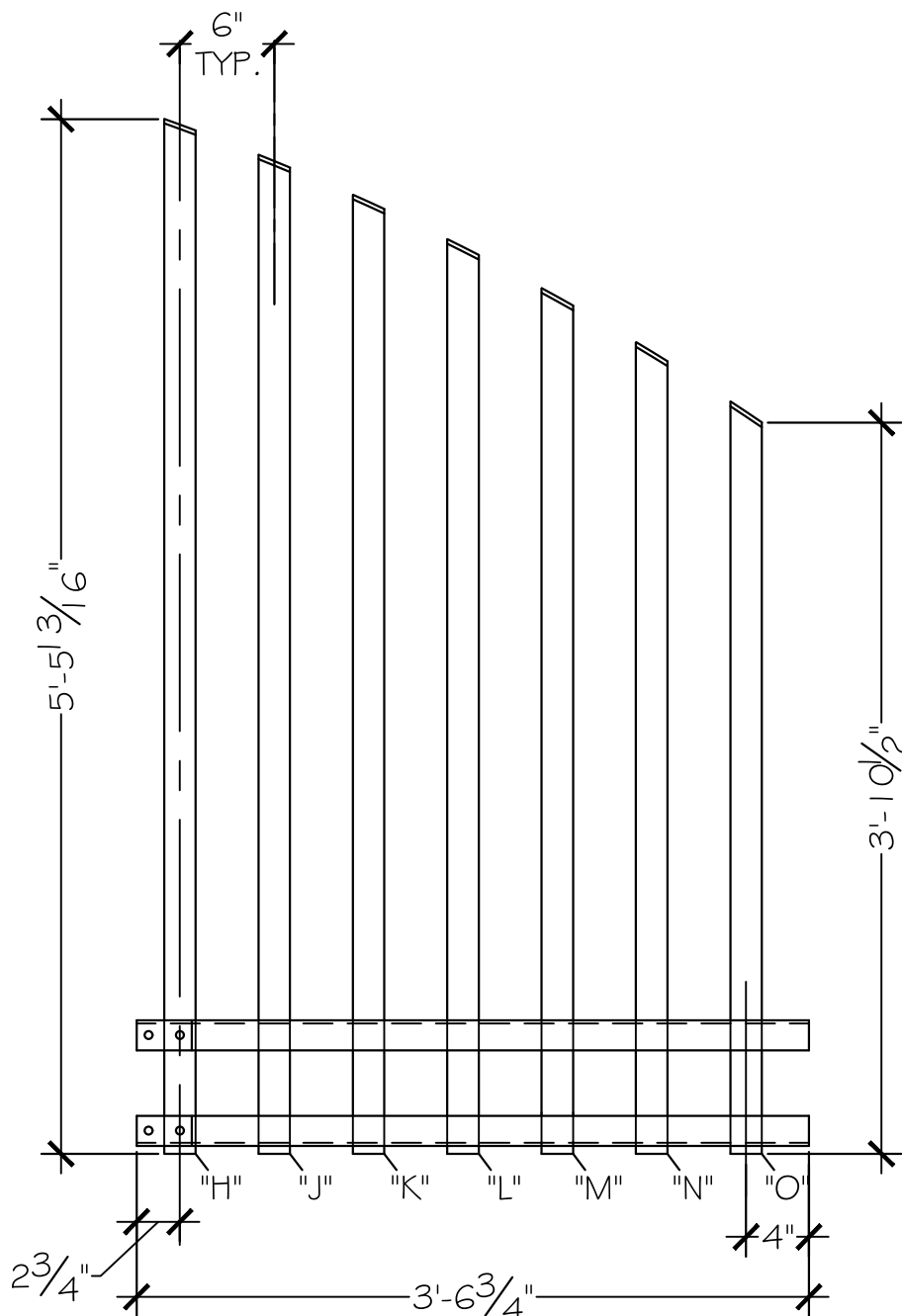
HOLES: \_\_\_\_\_ U.N.O  
BOLTS: \_\_\_\_\_ U.N.O  
WELDS: \_\_\_\_\_ U.N.O  
FINISH: GALVANIZED

CUSTOMER: **MKL CREATIVE LLC**  
 ARCHITECT: -- --  
 PROJECT: THE BEND ENTRANCE SIGN  
 LOCATION: BELTON, TX

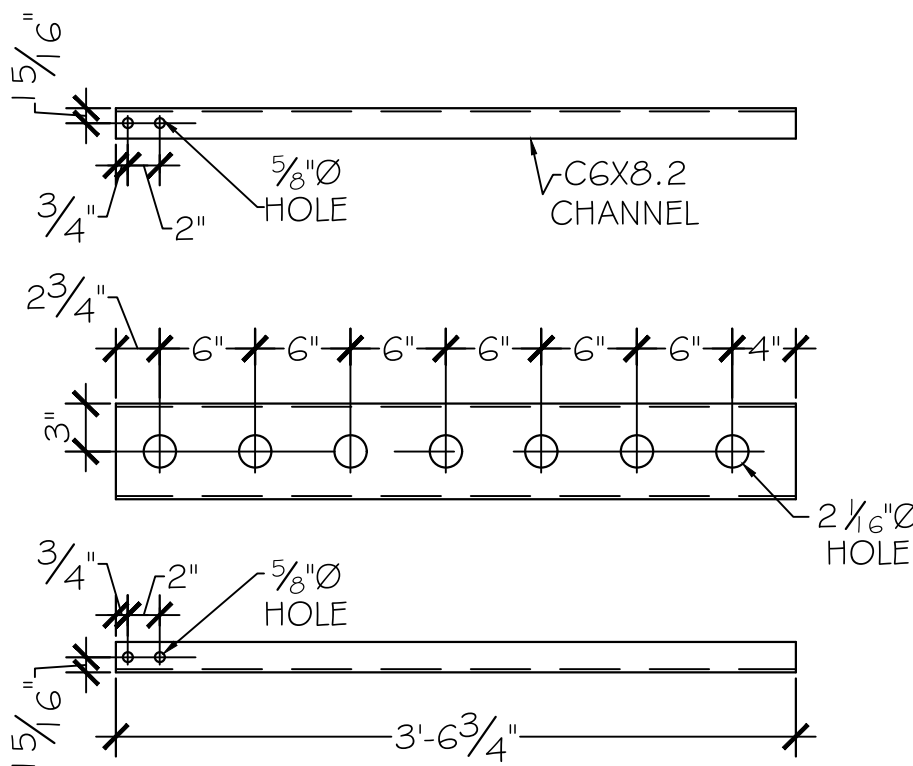
DRAWN: <u>PAS</u> DATE: <u>02-21-2020</u>	JOB NO.	SHEET NO.
CHECKED: _____      DATE: _____	<u>CF20-25430</u>	<b>2</b>

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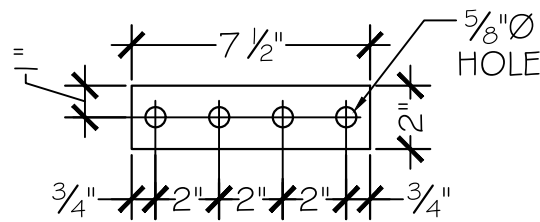
COMMENTS:



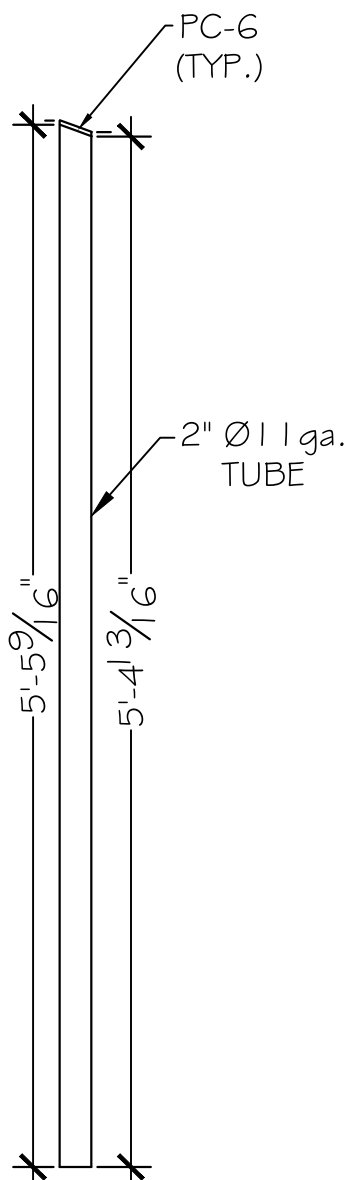
PANEL "C"  
(1) REQ'D



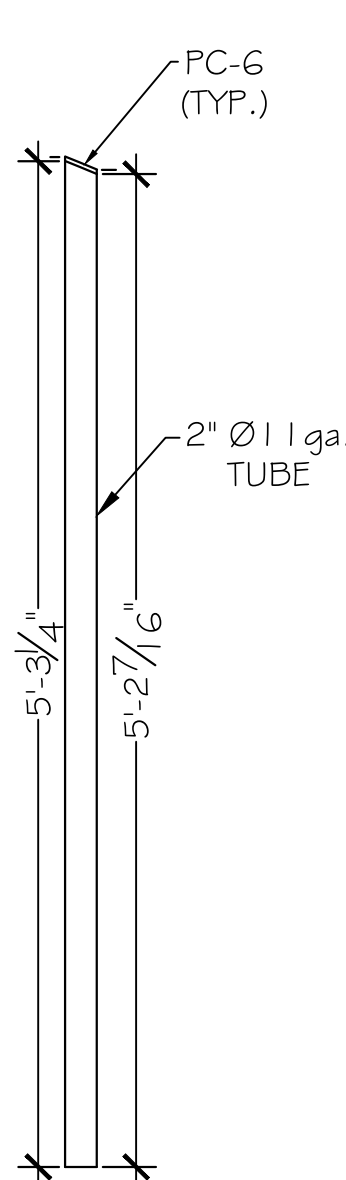
DETAIL - PC-5  
(2) REQ'D



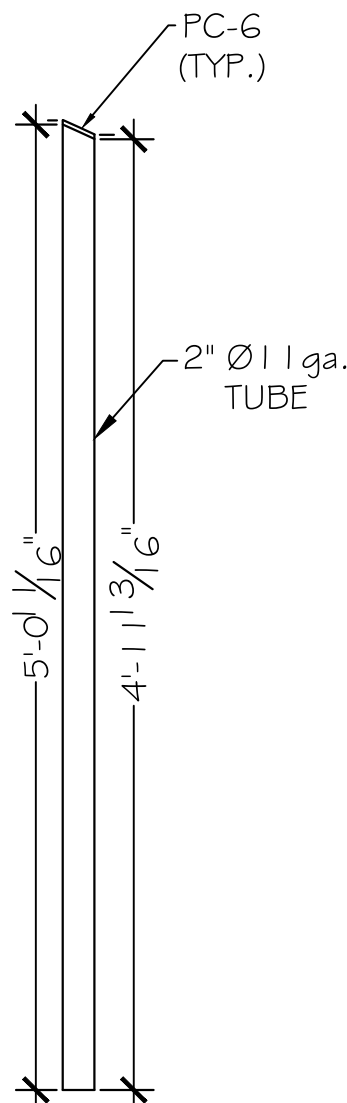
DETAIL - PC-7  
(8) REQ'D



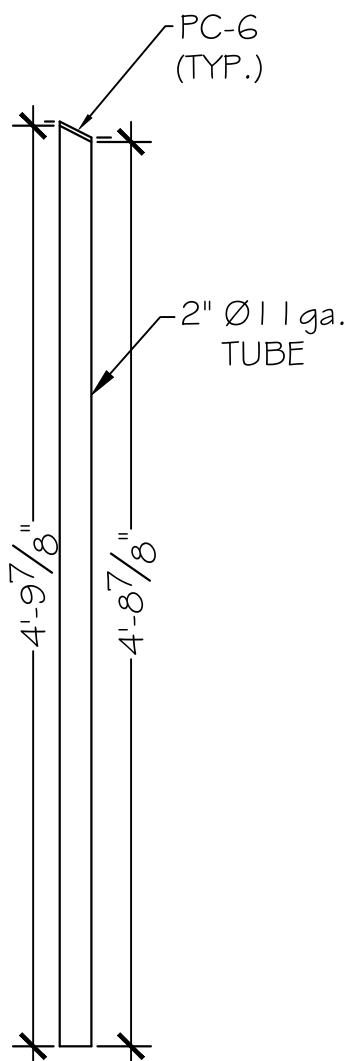
POST "H"  
 (1) REQ'D



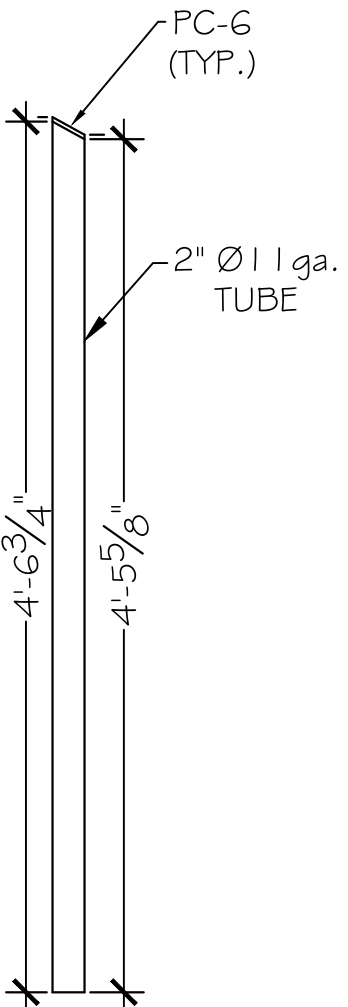
POST "J"  
 (1) REQ'D



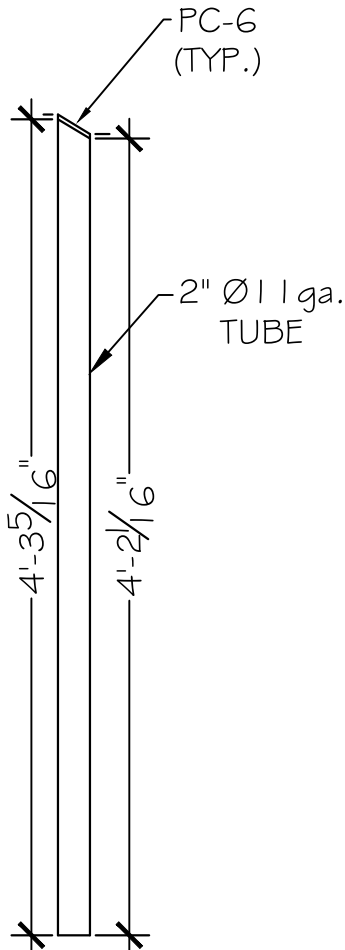
POST "K"  
 (1) REQ'D



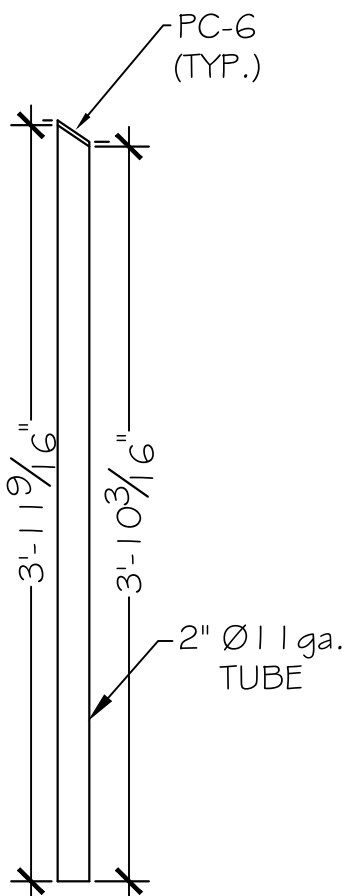
POST "L"  
 (1) REQ'D



POST "M"  
 (1) REQ'D







POST "N"  
 (1) REQ'D



POST "O"  
 (1) REQ'D

[illegible]

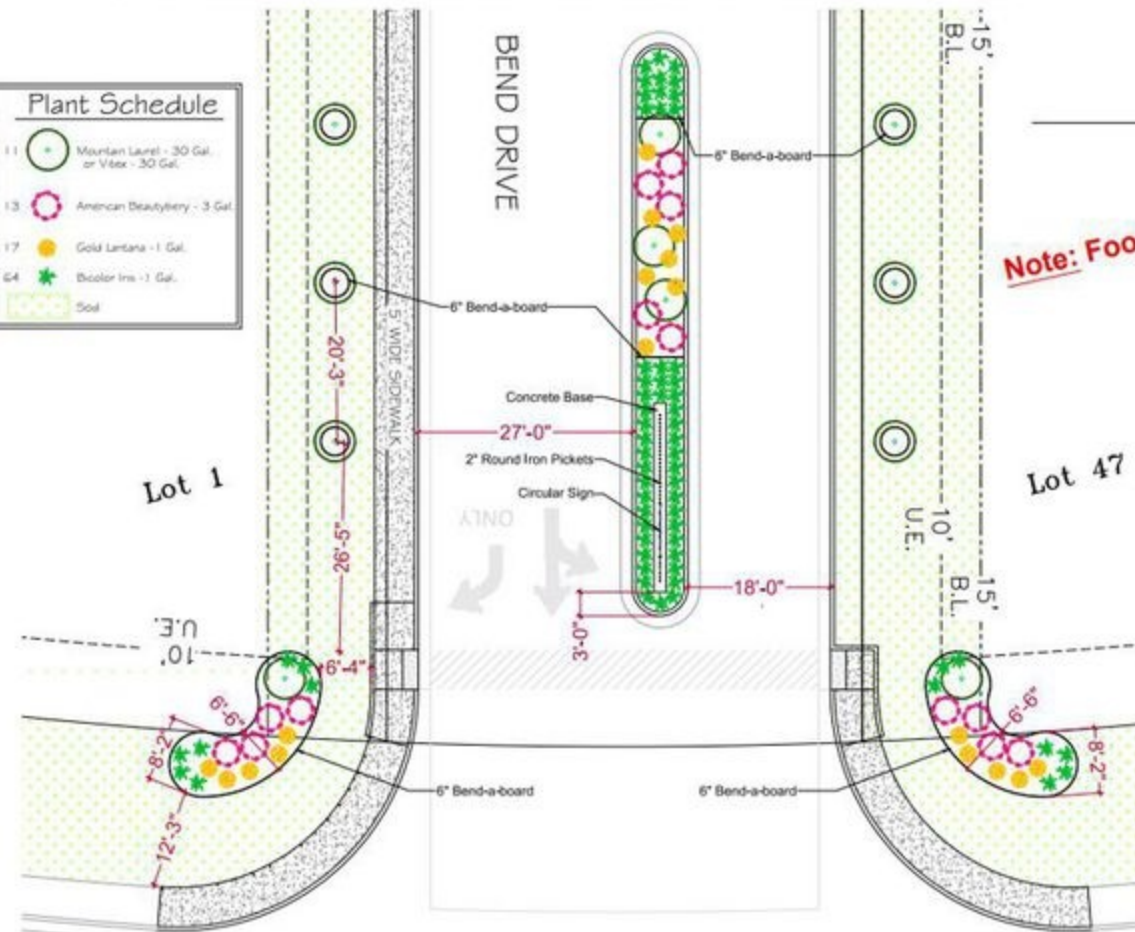
COMMENTS:

<div>NOTE:</div> <div>ALL FIELD CHANGES OR CORRECTIONS MUST BE APPROVED BY FABRICATOR OR WILL BE MADE AT CONTRACTORS AND/OR ERECTORS EXPENSE</div>	REVISIONS						DRAWING LOG		HOLES: _____ U.N.O. _____		CUSTOMER: <b>MKL CREATIVE LLC</b>			
	REV. #	BY	DATE	KCD.	DATE	REMARKS	SENT	DATE	BOLTS: _____ U.N.O. _____	ARCHITECT: <u>---</u>				
		PAS	02/21/20			ISSUED FOR APPROVAL	APPROVAL		WELDS: _____ U.N.O. _____	PROJECT: <u>THE BEND ENTRANCE SIGN</u>				
							REC.D		FINISH: <u>GALVANIZED</u>	LOCATION: <u>BELTON, TX</u>				
							SCRUBD.		NOTES: _____	DRAWN: PAS _____ DATE: 02-21-2020		JOB NO.	SHEET NO.	
							TO SHOP		_____	CHECKED: _____ DATE: _____		<u>CF20-25430</u>	<b>3</b>	





Plant Schedule	
11	Mountain Laurel - 30 Gal. or Vibex - 30 Gal.
13	American Beautyberry - 3 Gal.
17	Gold Lantana - 1 Gal.
64	Bicolor Iris - 1 Gal.
	Soil

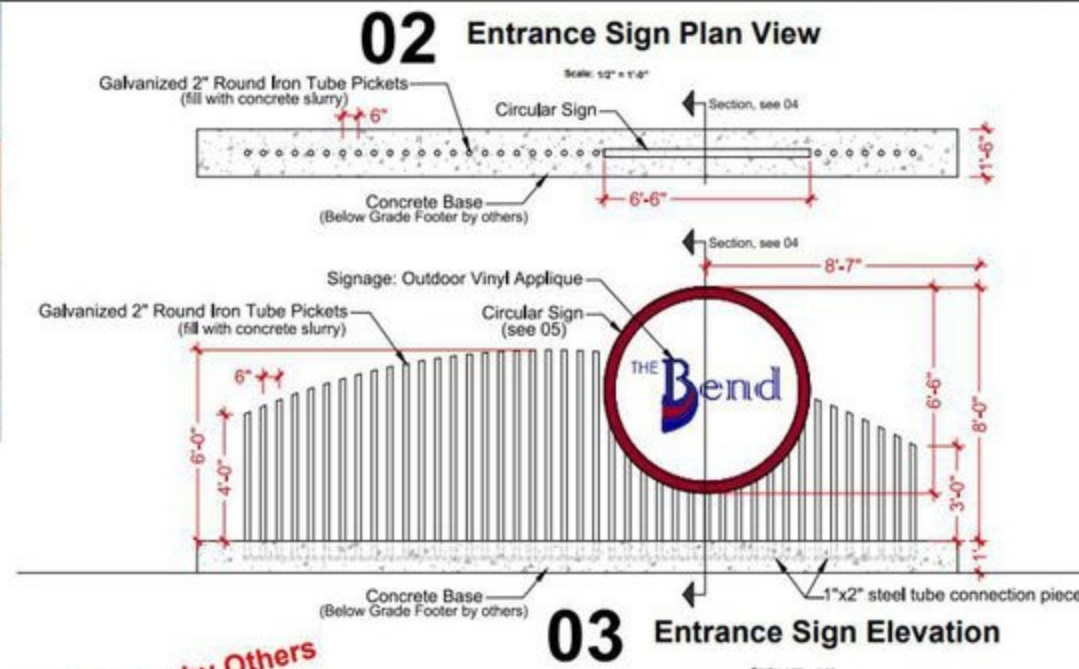


**01 The Bend Entrance Layout**



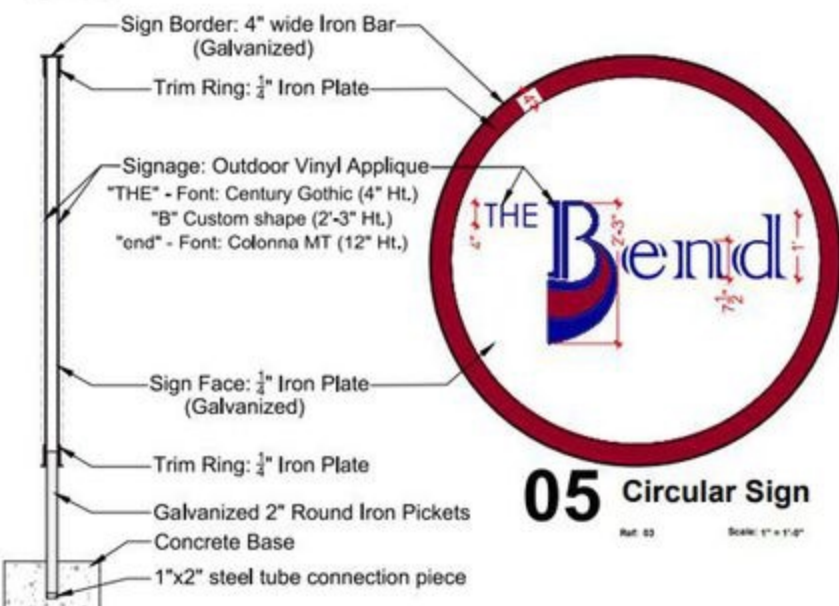
SOUTH 31ST STREET (FM 1741)

**Note: Footers by Others**



**Note: Footers by Others**

**Note: Verify all dimensions before construction.**



**04 Entrance Sign Section**

**05 Circular Sign**



RESOLUTION NO. 2020-0056-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING APPROVAL OF A STREET USE LICENSE TO ALLOW FOR THE ENCROACHMENT OF A NEW SUBDIVISION ENTRY SIGN, LANDSCAPING, AND IRRIGATION LOCATED IN THE BEND SUBDIVISION, TEMPLE, BELL COUNTY, TEXAS, ADDRESSED AS 1604 BEND DRIVE; PROVIDING FOR THE TERMS AND CONDITIONS OF THIS LICENSE; PROVIDING FOR COMPENSATION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, the applicant, Finish Elevation, LLC, on behalf of property owner, Stylecraft Builders, Inc., submitted a request for a street use license;

**Whereas**, City Charter Section 10.8: Street Use License, requires City Council approval for an encroachment on public property—Council may grant a license for a term not to exceed 15 years so long as the use is not inconsistent with the rights of the public;

**Whereas**, the applicant proposes an approximately 25-foot by 2-foot by 8-foot subdivision entry sign, as well as landscaping and irrigation improvements in the median of Bend Road at its intersection of 31<sup>st</sup> Street and addressed as 1604 Bend Road;

**Whereas**, Staff has contacted all public and private utility service providers and no objections to the street use license were received;

**Whereas**, the cost of landscaping and irrigation improvements is the responsibility of the developer; 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:** A Street Use License is granted to Stylecraft Builders, Inc., or any successors in interest, hereinafter “Licensee,” to allow for the encroachment of a new subdivision entry sign and landscaping and irrigation improvements, located in The Bend Subdivision, Temple, Bell County, Texas, addressed as 1604 Bend Drive, as depicted in Exhibit A, attached hereto and made a part hereof for all purposes. This Street Use License is approved in accordance with the following terms and conditions:

## **I. Term**

This license is granted for a term of fifteen (15) years unless sooner terminated according to the terms and conditions herein contained. At the end of the fifteen-year period, the Licensee may request an extension or renewal of the license.

## **II. Fee**

Licensee shall pay to the City of Temple, Texas, the sum of One Hundred Fifty Dollars (\$150.00) for the fifteen-year term of the license herein granted upon the execution by Licensee and approval by the City of the agreement.

## **III. Purpose**

Licensee may occupy, maintain, and utilize the median of Bend Road at its intersection with South 31<sup>st</sup> Street and addressed as 1604 Bend Road, for the encroachment of an approximate 25-foot by 2-foot by 8-foot entry sign, as well as landscaping and irrigation improvements.

## **IV. Conditions of License**

The above-described license is granted subject to the following conditions, terms and reservations:

### **a) Maintenance of Encroachment Area.**

1. Licensee shall maintain the encroachment area at all times in a neat, attractive, and orderly manner. A sufficient area of the public street, right of way, alley, sidewalk, or other public property shall remain open after the encroachment, unobstructed and preserved for pedestrian or vehicular traffic (including access for impaired or handicapped persons), as appropriate. No other permanent structure, building, or enclosure shall be installed within the public right of way. Licensee shall at all times, allow access to utilities and trash receptacles located within the encroachment area.
2. Licensee shall restore the encroachment area to its original condition at the end of the license period, unless renewed or extended, or in the event that this license is terminated by the City as provided herein. If Licensee fails to maintain the encroachment area as provided herein or fails to restore the encroachment area when the license is expired or terminated, the City may cause such work to be done, the costs of which shall be borne by the Licensee.
3. In the event that City requests removal of the encroachment or any other physical improvement in the area of the Licensee, Licensee shall remove said improvement at his own expense within thirty days of notice thereof. In the event that Licensee fails to remove the improvements within the required thirty day

period, the City reserves the right to remove the improvements, and Licensee agrees to reimburse the City for the expense of removing said improvements, and Licensee further agrees to hold the City harmless for any and all claims arising out of the removal of improvements or maintenance of the encroachment area. City shall not be required to restore the improvements, which shall be the sole responsibility of Licensee.

**b) Right of Cancellation.**

1. This license is made subordinate to the right of the City to use said area for a public purpose, and in addition to any other reservations made herein, it is understood and agreed that should the City of Temple deem it in the public interest to use the above area or any portion thereof for a public purpose, or for any utility service which will require the use of said area, then in that event, the City shall give the Licensee thirty days written notice of its intention to cancel this license. Licensee shall likewise have the same right of cancellation upon giving the City thirty days written notice of its intention to cancel.

In either event, upon the termination or cancellation by the City or Licensee, as the case may be, this license shall become null and void, and Licensee or anyone claiming any rights under this instrument shall remove any improvements from said area at Licensee's expense. Failure to do so shall subject Licensee to the provisions of subsection (a) (2) above. All work shall be done at the sole cost of the Licensee and to the satisfaction of the Director of Public Works. The decision of the City Council in this matter shall be final and binding upon all parties insofar as the City's determination as to the public necessity of the use of said area for public use.

- c.) Compliance with Laws.** This license is subject to all State and Federal laws, the provisions of the Charter of the City of Temple as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Temple now in effect or those which may hereafter be passed and adopted. The City of Temple shall have the right to increase or decrease the compensation to be charged for the license upon its renewal or extension.

**d.) Hold Harmless.**

1. As a condition hereof, Licensee agrees and is bound to hold the City whole and harmless against any and all claims for damages, costs, and expenses, to persons or property that may arise out of or be occasioned by the use, occupancy and maintenance of the above-described public property by Licensee, or from any act or omission of any representative, agent, customer, or employee of Licensee, and such indemnity provision shall also cover any personal injury or damage suffered to City property, City employees, agents or officers. This license shall also cover any claim for damages that any utility, whether publicly or privately

owned, may sustain or receive by reason of Licensee's use of said license for Licensee's improvements and equipment located thereon.

2. Licensee shall never make any claim of any kind or character against the City of Temple for damages that it may suffer by reason of installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water and/or sanitary sewer mains, and/or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature.
3. It is the intention of this indemnity agreement on the part of the Licensee and a condition of the license, that it shall be a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the City of Temple by reason or a consequence of having granted permission to Licensee to use and maintain the above described public property. Licensee hereby agrees to defend any and all suits, claims, or causes of action brought against the City of Temple on account of same and discharge any judgement or judgements that may be rendered against the City of Temple in connection herewith.

#### **V. Acceptance by Licensee**

Licensee may accept the provisions of this license by signing through its duly authorized officer as indicated below within thirty (30) days after this license shall have become fully effective. In the event said acceptance is not signed as provided for herein, then this license shall be of no further effect and shall be considered as having been cancelled fully.

**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 7<sup>th</sup> day of May, 2020.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Stephanie Hedrick  
Interim City Secretary

---

Kathryn H. Davis  
City Attorney

## License Agreement

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE,  
TEXAS:

The licensee hereby accepts the terms and conditions of Resolution No. 2020-0056-R, granting a street use license to allow for the encroachment of a new subdivision entry sign and landscaping and irrigation improvements, located in The Bend Subdivision, Temple, Bell County, Texas, addressed as 1604 Bend Drive.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Stylecraft Builders, Inc., a Texas corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Sean Bowen, President



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(I)  
Consent Agenda  
Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

Kathy Davis, City Attorney  
Christina Demirs, Deputy City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution assuming jurisdiction, control, and maintenance of 3.082-acres of right-of-way for public road purposes from the State of Texas necessary for H.K. Dodgen Loop also known as Loop 363.

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

**ITEM SUMMARY:** The State of Texas, through the Texas Department of Transportation (TxDOT), completed a major expansion project to a portion of H.K. Dodgen Loop, also known as Loop 363 and United States Highway 190 (the Loop).

The project design required a realignment of the Loop and South First Street. The City acquired right-of-way for this realignment and then conveyed the right-of-way to the State of Texas in order for TxDOT to construct the project. Now that the project is complete, the State of Texas intends to convey this right-of-way back to the City.

The State of Texas will convey the 3.082-acres right-of-way to the City and the City will assume jurisdiction, control, and maintenance of the 3.082-acres right-of-way for public road purposes.

**FISCAL IMPACT:** Mowing and maintenance of the 3.082-acres at Loop 363 and South First Street is currently under an annual contract with Heart of Texas Landscape and Irrigation Co. through September 30, 2020.

**ATTACHMENTS:**

[Survey](#)  
[Resolution](#)

EXHIBIT A

Page 1 of 4  
June 9, 2014

County: Bell  
Highway: Loop 363  
Limits: At SP 290 (1<sup>st</sup> ST)  
Cont. 320 Sec. 1  
CSJ: 0184-04-046

Property Description  
For Tract 1

Being 3.082 ACRES (134,235.07 square feet), situated in the MAXIMO MORENO SURVEY, ABSTRACT 14, Bell County, Texas, being out of and a portion of a called 29.049 Acre tract conveyed to the State of Texas in Volume 917, Page 220, Deed Records of Bell County, Texas and being all of that called 0.029 acre tract conveyed to the State of Texas in Volume 919, Page 465, Deed Records of Bell County, Texas and being more particularly described as follows:

COMMENCING at a found type II Texas Department of Transportation (TxDOT) monument on the north right of way of Loop 363, (Volume 917, Page 220), being on the south line of Lot 1, Block 1, Temple College West Campus Subdivision, an addition in the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 281-C, Plat Records of Bell County, Texas;

THENCE South 73° 48' 51" East, 335.04 feet, with the north right of way of Loop 363 (Record South 71° 50' 00" East) and with the south line of said Lot 1, Block 1 (Record South 73° 48' 46" East), to a set 5/8" iron rod with aluminum cap stamped "TXDOT", being the most southerly, southeast corner of said Lot 1, Block 1 and being the southwest corner of said 0.029 acre tract, for the POINT OF BEGINNING;

THENCE with the eastern line of said Lot 1, Block 1 and with the west right of way of State Highway 290 / U. S. Highway 190 (Volume 917, Page 220), the following two (2) courses and distances:

- 1) North 60° 38' 28" East, 71.48 feet, also with the northwest line of said 0.029 acre tract (Record North 63° 12' 30" East, 70.76 feet, Vol. 919, Page 465), to a set 5/8" iron rod with plastic cap stamped "ACS", being the most easterly, southeast corner of said Lot 1, Block 1 and being the north corner of said 0.029 acre tract, for a corner of this tract;

- 2) North 16° 16' 10" East, 531.19 feet, with the eastern line of said Lot 1, Block 1 (Record North 16° 14' 22" East, 532.55 feet, Cabinet C, Slide 281-C) and with the west right of way of State Highway 290 / U. S. Highway 190 (Volume 917, Page 220), to a set 5/8' iron rod with aluminum cap stamped "TXDOT" on the southwest line of a public roadway known as South 1<sup>st</sup> Street, being the most easterly, northeast corner of said Lot 1, Block 1, being the most southerly corner of a called 0.160 acre tract conveyed to the State of Texas in Volume 919, Page 465, Deed Records of Bell County, Texas and being the beginning of an Access Denial Line, for the northwest corner of this tract;

THENCE departing the east line of said Lot 1, Block 1 and the west right of way of State Highway 290 / U. S. Highway 190, severing said 29.049 Acre tract;

- 3) South 73° 43' 57" East, 50.00 feet, to a set 5/8' iron rod with aluminum cap stamped "TXDOT", for the northeast corner of this tract;
- 4) South 25° 24' 58" East, 221.80 feet, to a set 5/8' iron rod with aluminum cap stamped "TXDOT", for a corner of this tract;
- 5) South 17° 51' 18" East, 165.80 feet, to a set 5/8' iron rod with aluminum cap stamped "TXDOT", for a corner of this tract;
- 6) South 07° 55' 26" East, 137.80 feet, to a set 5/8' iron rod with aluminum cap stamped "TXDOT", for a corner of this tract;
- 7) South 66° 54' 17" West, 241.84 feet, to a set 5/8' iron rod with aluminum cap stamped "TXDOT", for a corner of this tract;

THENCE continuing to sever said 29.049 Acre tract,

- 8) North 73° 48' 51" West, passing the southeast corner of said 0.029 acre tract at 160.01 feet, and continuing with the south line of said 0.029 acre tract, same being the north line of said Loop 363 for a total distance of 210.00 feet, to the POINT OF BEGINNING, also being the end of an Access Denial Line and containing 3.082 Acres (134,235.07 square feet) of Land.



EXHIBIT A

Page 3 of 4

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum and adjusted to the surface by project surface factor of 1.00012.

This metes and bounds description to accompany a Surveyors Sketch of the herein described 3.082 Acre (134,235.07 square feet) tract.

Access is prohibited across the Access Denial Line to highway facility from the remainder of the abutting property.

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

Surveyed June 9, 2014



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

A handwritten signature in blue ink, appearing to read "CCL", positioned below the printed name and registration information.

N 10°05'N 07° 17' 470.00/

N 18°06'09" W 479.02'

- = SET 5/8" IRON ROD WITH TYDOT ALUMINUM CAP STAMPED "CONTROL OF ACCESS POINT"
- = SET 5/8" IRON ROD W/PLASTIC "ACS" CAP

● = FOUND 1/2" IRON ROD  
(UNLESS OTHERWISE NOTED)

$P$  = PROPERTY LINE  
 $C$  = CENTER LINE

P.T. = POINT OF TANGENT

— = ACCESS DENIAL LINE

—

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, WITH ALL DISTANCES AND COORDINATES BEING NAD 83 DATUM AND ADJUSTED TO THE SURFACE BY PROJECT SURFACE FACTOR OF 1.00012.

ACCESS IS PROHIBITED ACROSS THE 'ACCESS DENIAL LINE' TO HIGHWAY FACILITY FROM THE REMAINDER OF THE ABUTTING PROPERTY.

PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS DRAWING.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS DRAWING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Blank

**Charles C. Lucko**  
Registered Professional Land Surveyor, No. 4636, State of Texas

TRACT: 1 ACRES: 3.082 (134.23507 SF)

HIGHWAY: LOOP 363  
COUNTY: BELL

CSJ: 0184-04-046

SCALE: 1"=200'

DATE: 06/09/2014

CDNT. 320 SEC. 1

PROJECT NAME: LOOP 363/1st STREET JOB NUMBER

STATE OF TEXAS  
MARCEL NG, 32, PART III 779.21 LT  
Vol. 919, Pg. 465

MAXIMO MORENO SURVEY  
ABSTRACT 14

LOT 1, BLOCK 1  
TEMPLE COLLEGE  
CAMPUS SUBDIVISION  
CAB. C, ST. 281-C

CALLED 0.0229 ACRE  
 STATE OF TEXAS  
 PARCEL NO. 32, PART  
 Vol. 919, Pg. 465

COMMECEMENT

CALLLED 29.049 ACRES  
STATE OF TEXAS  
Vol. 917, Pg. 220

7000

U. S. HWY. 190

REMAINDER OF  
CALLED 30854  
PARR FAMILY  
ACRES

described in Vol. 2775, Pg. 37)

**CALLER 0.160 ACRE  
STATE OF TEXAS  
PARCEL NO. 32, PART  
Vol. 919, Pg. 465**

## AD MORENO SURVEY ABSTRACT 14

10-10° E 531.19'  
EXISTING RDW

TRACT 1

CALLER 29.049 ACRES  
STATE OF TEXAS  
10/1/2017 2:30 PM

290

ALL COUNTY SURVEYING, INC.

1303 South 21st Street

1303 South 21st St  
Tampa, FL 33606

254-778-2272 Killian 254-634-4636

254-778-2272 Killion 254-6  
Fax 254-774-7608

TX. Firm Lic. No. 10023600



RESOLUTION NO. 2020-0057-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, ASSUMING JURISDICTION, CONTROL, AND MAINTENANCE OF APPROXIMATELY 3.082 ACRES OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES FROM THE STATE OF TEXAS NECESSARY FOR H.K. DODGEN LOOP ALSO KNOWN AS LOOP 363; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the State of Texas, through the Texas Department of Transportation (TxDOT), completed a major expansion project to a portion of H.K. Dodgen Loop, also known as Loop 363 and United States Highway 190 (the Loop);

**Whereas**, the project design required a realignment of the Loop and South First Street - the City acquired the right-of-way for this realignment and then conveyed the right-of-way to the State of Texas in order for TxDOT to construct the project and with the project now complete, the State of Texas intends to convey this right of way back to the City;

**Whereas**, the State of Texas will convey the approximately 3.082 acres of right-of-way to the City and the City will assume jurisdiction, control, and maintenance of the approximately 3.082 acres of right-of-way for public road purposes;

**Whereas**, Staff recommends Council authorize the assumption of jurisdiction, control, and maintenance of approximately 3.082 acres of right-of-way for public road purposes from the State of Texas necessary for H.K. Dodgen Loop;

**Whereas**, mowing and maintenance of the approximately 3.082 acres at Loop 363 and South First Street is currently under an annual contract with Heart of Texas Landscape and Irrigation Co. through September 30, 2020; 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 assumption of jurisdiction, control, and maintenance of approximately 3.082 acres of right-of-way for public road purposes from the State of Texas necessary for H.K. Dodgen Loop also known as Loop 363 and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, to execute any documents that may

be necessary for the assumption 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 **7<sup>th</sup>** day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(J)  
Consent Agenda  
Page 1 of 2

**DEPT./DIVISION SUBMISSION & REVIEW:**

Kathy Davis, 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 \$390,000.

**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 (32) properties. Twenty-nine (29) of the thirty-two (32) properties are owned by twenty-five (25) 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 require relocation, Stateside Right of Way Services, Inc. (Stateside) has prepared and presented the necessary relocation studies. The City has acquired 17 rights-of-way and is coordinating closing with three property owners. Council authorized eminent domain for six properties at its January 17, May 16, and June 6, 2019 meetings. The State of Texas is in the process of conveying right-of-way to the City. Negotiations continue with the remaining property owners.

On June 6, 2019, Council authorized eminent domain proceedings for the Ross Ann and Dennis Johns property. Haley & Olson, PC, the City's outside counsel, filed a Petition in Condemnation on behalf of the City on August 8, 2019. The parties continued to negotiate and have reached an agreement for acquisition. The City will acquire the property for \$340,000 as well as reimburse for building permit fees for the construction of the property owners' new residence.

The addresses and Bell County Appraisal District ID Numbers of the property is 8705 Poison Oak Road, #55956.

**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 \$390,000 is available in account 365-3400-531-6886, project 101715.

**ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0058-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE 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 \$390,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the City is in the design phase for roadway improvements to Poison Oak Road from State Highway 317 to Old Waco Road, which includes expanding the current two-lane pavement section to four lanes, extending the roadway to connect to Old Waco Road, and pedestrian facilities, drainage conveyance, utilities, street lighting, and landscaping;

**Whereas**, the design requires the acquisition of rights-of-way from thirty two (32) properties - twenty nine (29) of the thirty two (32) properties are owned by twenty five (25) private citizens or entities with one right-of-way donated by the Belton Independent School District and the other two properties owned by the City and the State of Texas (TxDOT);

**Whereas**, appraisals have been conducted on all of the properties and offers have been made to those property owners based on the appraisals - for those properties that require relocation, Stateside Right of Way Services, Inc. (Stateside) is preparing the necessary relocation studies;

**Whereas**, the City has acquired seventeen (17) rights-of-way and is coordinating closing with three property owners and at its January 17<sup>th</sup>, May 16<sup>th</sup>, and June 6<sup>th</sup>, 2019 City Council meetings, Council authorized the use of eminent domain for six of the properties;

**Whereas**, On June 6<sup>th</sup>, 2019, Council authorized eminent domain proceedings for the Ross Ann & Dennis Johns property and Haley & Olson, PC, the City's outside counsel, filed a Petition in Condemnation on behalf of the City on August 8<sup>th</sup>, 2019;

**Whereas**, the parties continued to negotiate and have reached an agreement for acquisition - the City will acquire the property for \$340,000 as well as reimbursement for building permit fees for the construction of the property owners' new residence;

**Whereas**, Staff recommends Council authorize the purchase of this property located at 8705 Poison Oak Road, Temple, Texas and with Bell County Appraisal District ID No. 55956, necessary for the Poison Oak Road Expansion Project and authorize closing costs and relocation benefits associated with the purchase in an estimated amount of \$390,000;

**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 a property necessary for the Poison Oak Road Expansion Project and closing costs and relocation benefits associated with the purchase in an estimated amount of \$390,000, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, 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 7<sup>th</sup> day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney





## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #6(K)  
Consent Agenda  
Page 1 of 1

**DEPT. /DIVISION SUBMISSION & REVIEW:**

David Olson, Assistant City Manager  
Christina Demirs, Deputy City Attorney

**ITEM DESCRIPTION:** Consider adopting a resolution authorizing the purchase of 3.302 acres of right-of-way needed for the future expansion of Blackland Road and authorizing the payment of closing costs associated with the purchase, in the total estimated amount of \$60,000.

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

**ITEM SUMMARY:** Temple Independent School District ("TISD") has purchased a tract of land at the southeast corner of Old State Highway 95 (also known as Little River Road) and Barnhardt Road. TISD is interested in developing the property as a future school site and has requested that the City begin the design process for the future expansion of Blackland Road east. Blackland Road currently dead ends at Old State Highway 95. The proposed extension would run east and on the south side of TISD's tract. The expansion of Blackland Road will provide the needed connectivity to the future school site.

The City purchased approximately ten acres of right-of-way for the Blackland Road extension in August 2019 from Short Term Lending GP, Inc., the adjacent landowner, who was willing to sell the right-of-way to the City.

Short Term Lending GP, Inc. (Short Term Lending) has recently purchased additional land and has agreed to sell right-of-way to the City to extend Blackland Road all the way to State Highway 95. Staff has determined 3.302-acres is needed for the second phase of the extension. Short Term Lending has agreed to sell the right-of-way for \$56,306. Staff is requesting authorization to purchase the right-of-way for this amount as well as additional funding to cover closing costs. The total authorization requested is \$60,000.

**FISCAL IMPACT:** Funding for the purchase of 3.302 acres of right-of-way needed for the future expansion of Blackland Road and authorizing the payment of closing costs associated with the purchase in the total estimated amount of \$60,000 is available in account 365-3400-531-6998, project 102024.

**ATTACHMENTS:**

[Resolution](#)

RESOLUTION NO. 2020-0059-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE PURCHASE OF APPROXIMATELY 3.302 ACRES OF RIGHT-OF-WAY NEEDED FOR THE FUTURE EXPANSION OF BLACKLAND ROAD AND AUTHORIZING THE PAYMENT OF CLOSING COSTS ASSOCIATED WITH THE PURCHASE IN THE TOTAL ESTIMATED AMOUNT OF \$60,000; AND PROVIDING AN OPEN MEETINGS CLAUSE.

---

**Whereas**, Temple Independent School District (“TISD”) has purchased a tract of land at the southeast corner of Old State Highway 95 (also known as Little River Road) and Barnhardt Road - TISD is interested in developing the property as a future school site and has requested that the City begin the design process for the future expansion of Blackland Road east;

**Whereas**, Blackland Road currently dead ends at Old State Highway 95 and the proposed extension would run east and on the south side of TISD’s tract, providing needed connectivity to the future school site;

**Whereas**, the City purchased approximately 10 acres of right-of-way for the Blackland Road extension in August 2019 from Short Term Lending GP, Inc. (Short Term Lending), the adjacent landowner;

**Whereas**, Short Term Lending has recently purchased additional land and has agreed to sell right-of-way to the City to extend Blackland Road all the way to State Highway 95 - Staff has determined approximately 3.302-acres is needed for the second phase of the extension which Short Term Lending has agreed to sell to the City for \$56,306;

**Whereas**, Staff recommends Council authorize the purchase of approximately 3.302 acres of right-of-way needed for the future expansion of Blackland Road and authorize the payment of closing costs associated with the purchase, for a total estimated amount of \$60,000;

**Whereas**, funding for the purchase of approximately 3.302 acres and closing costs is available in Account No. 365-3400-531-6998, Project No. 102024; 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 approximately 3.302 acres of right-of-way needed for the future expansion of Blackland Road and the payment of closing costs associated with the purchase in the total estimated amount of \$60,000, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's office, 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 7<sup>th</sup> day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(L)  
Consent Agenda  
Page 1 of 2

### **DEPT. / DIVISION SUBMISSION & REVIEW:**

Mark Baker, Principal Planner

**ITEM DESCRIPTION:** SECOND & FINAL READING – FY-20-4-ANX: Consider adopting an ordinance authorizing the voluntary annexation of 23.476 +/- acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas.

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

**ITEM SUMMARY:** Texas Local Government Code (LGC) Chapter 43 governs the annexation process. LGC Chapter 43 requires that land to be annexed must be in the municipality's extraterritorial jurisdiction (ETJ) and contiguous to the municipality. The subject property is within the City's southern ETJ.

LGC § 43.0671 allows a municipality to annex an area if each owner of land in the area requests the annexation. On January 21, 2020, property owner Robert Turner filed a written request seeking voluntary annexation of 23.476 acres of land, being more particularly described as Exhibit "A" (Field Notes & Survey).

Prior to annexing an area of land, the City must offer the property owner a development agreement if the area would be eligible for an agreement under LGC Chapter 212, Subchapter G and appraised for ad valorem tax purposes as land for agricultural use, wildlife management use, or timber use pursuant to Texas Tax Code Chapter 23. The property owner was offered and rejected a development agreement on January 21, 2020.

The City and property owner have entered into written agreement for the provision of municipal services in the area. Before offering the proposed municipal services agreement to the property owner, the proposed agreement was circulated to relevant City Departments to determine the services that would be provided on the effective date of the annexation, such as Fire, Police and solid waste disposal. The property owner accepted the proposed agreement. The City is not required to provide a service that is not included in the agreement.

LGC § 43.0673 requires that the City hold one public hearing prior to adopting an ordinance annexing an area on the written request of a landowner. The City's Charter requires a second reading to adopt the annexation ordinance. The second reading will be held on May 7, 2020.

LGC § 43.905 and 43.9051 requires a City to provide written notice regarding any financial impact caused by the proposed annexation to the affected school district as well as the political subdivisions and public entities that provide services in the area. The City notified the Temple Independent School District (TISD) and Bell County on April 2, 2020. While the City of Temple did notify all of the public entities required by State law about the potential fiscal impact on those organizations, a better understanding of that impact can be determined once the owner proposes rezoning and development in the future.

**FISCAL IMPACT:** If the property is annexed, the City's ad valorem tax base will increase and result in future property tax revenue for the City.

**ATTACHMENTS:**

[Voluntary Petition for Annexation](#)  
[Municipal Services Agreement](#)  
[Field Notes & Survey \(Exhibit A\)](#)  
[Ordinance](#)

VOLUNTARY PETITION FOR ANNEXATION

DATE: Dec 16, 2019

To the City Council of the City of Temple:

Robert Weldon Turner is the sole owner of the tract of land containing approximately 23.476 acres ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A to this petition.

The Tract is currently directly adjacent to the city limits on the West side of the property. The owner is petitioning the City Council to take the appropriate actions to annex the 23.476 acre tract.

Texas Local Government Code ("LGC") § 43.016 requires a municipality to offer a property owner a development agreement under LGC § 212.172 prior to annexation that would guarantee the continuation of the extraterritorial status of the property and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the land for agriculture, wildlife management, or timber purposes. These development agreements are sometimes commonly referred to as "non-annexation" agreements. Local Government Code § 43.016 applies to properties appraised for ad valorem tax purposes and land for agricultural use, or wildlife management, or timber uses under the Texas Tax Code.

The City has determined that your property meets the requirements in LGC § 43.016; therefore, the City is offering to enter into a development agreement under LGC § 212.172 for your property.

Please indicate below whether you accept or reject the development agreement and would prefer to proceed with annexation.

       I accept the Development Agreement and request to retain my extraterritorial status.

✓ I reject the Development Agreement and request annexation by the City of Temple.

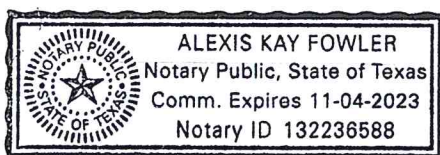
By:   
Robert Weldon Turner

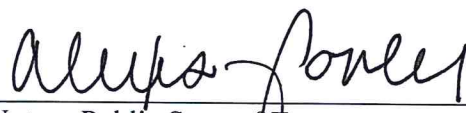
STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Weldon Turner, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 16 day of December, 2019.



  
Notary Public State of Texas



**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF TEMPLE, TEXAS AND**  
**ROBERT W. TURNER**

This Municipal Services Agreement ("Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and Robert W. Turner ("Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the Local Government Code (LGC) permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns certain parcels of land situated in Bell County, Texas, which consists of approximately 23.476 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. FY-20-4-ANX ("Annexation Case");

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Temple City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
  - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
  - ii. Police – The City’s Police Department will provide protection and law enforcement services.
  - iii. Emergency Medical Services - The City’s Fire Department and the City’s contracted emergency medical transport franchisee will provide emergency medical services. At the time of this agreement, the contracted emergency medical transport franchisee is American Medical Response operating as Temple EMS.
  - iv. Planning, Zoning, and Building – The City’s Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
  - v. Publicly Owned Parks, Facilities, and Buildings
    1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
    2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
  - vi. Streets - The City’s Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
  - vii. Water and Wastewater
    1. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If a property owner desires to connect to the City water and sewer system, then the owner may request a connection once those services are available. The connection will be at the owner’s expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws. Once connected to the City’s water and sanitary



sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

2. New homes will be required to connect to the City's water and sewer system at the owner's expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws.
  - viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
  - ix. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
  - x. Animal Services – The City's Animal Services Department will provide services for animal cruelty, animal bites, stray animals, loose livestock or wildlife, animal pickup, and animal disturbances in accordance with the City policies and procedures and applicable laws.
  - b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
  - c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
  6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
  7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
  8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Waco Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
  9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

*Signatures to follow.*

CITY OF TEMPLE

ROBERT W. TURNER

By: \_\_\_\_\_  
Brynn Myers  
City Manager

  
Owner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney's Office

STATE OF TEXAS                   §  
COUNTY OF BELL               §

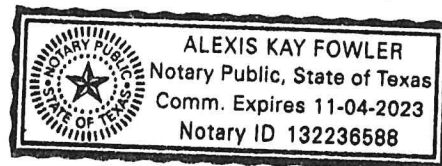
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF BELL               §

This instrument was acknowledged before me on 3/16/20 by Robert W. Turner.

  
Notary Public, State of Texas





BEING a 23.476 acre tract situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Bell County, Texas and being all of that certain 22.572 acre tract of land described in a Warranty Deed dated May 18, 2015 from Veterans Land Board of the State of Texas to Robert Weldon Turner and being of record in Document No. 2015-00019496, Official Public Records of Bell County, Texas and being all of that certain 0.984 acre tract of land described in a Deed dated July 13, 1977 from Raymond E. Shepherd and wife, Vera A. Shepherd to Robert W. Turner and wife, Kathy L. Turner and being of record in Volume 1466, Page 851, Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with cap stamped "2181" found being the most easterly northeast corner of the said 22.572 acre tract and being the southeast corner of that certain 0.087 acre tract of land described in a Deed to the State of Texas and being of record in Volume 573, Page 1, Deed Records of Bell County, Texas and being in the west right-of-way line of State of Texas Highway No. 95 ( a publicly maintained roadway ) for corner;

THENCE S. 04° 47' 32" W., 1459.69 feet departing the said 0.087 acre tract and with the east boundary line of the said 22.572 acre tract and with the said west right-of-way line to a railroad tie fence corner post found being the southeast corner of the said 22.572 acre tract and being the northeast corner of that certain 5 acre tract of land described in a Deed to Temple Longhorn Club and being of record in Volume 758, Page 26, Deed Records of Bell County, Texas for corner;

THENCE N. 73° 26' 12" W., 854.44 feet departing the said west right-of-way line and with the south boundary line of the said 22.572 acre tract and with the north boundary line of the said 5 acre tract to a railroad tie fence corner post found being the southwest corner of the said 22.572 acre tract and being the northwest corner of the said 5 acre tract and being in the east boundary line of that certain 77.785 acre tract of land described in a Special Warranty Deed with Vendor's Lien dated April 15, 2019 from Alice B. Hoelscher and Clifford E. Hoelscher, a married couple to Short-Term Lending Gp, Inc., a Texas corporation and being of record in Document No. 2019-00015033, Official Public Records of Bell County, Texas for corner;

THENCE departing the said 5 acre tract and with the west boundary line of the said 22.572 acre tract the following five ( 5 ) calls:

- 1) N. 16° 40' 05" E., 699.15 feet with the east boundary line of the said 77.785 acre tract and continuing with the east boundary line of that certain 10.086 acre tract of land described in a Warranty Deed dated August 16, 2019 from Short-Term Lending Gp, Inc., a Texas corporation to the City of Temple, Bell County, Texas and being of record in Document No. 2019-00037172, Official Public Records of Bell County, Texas to a 5/8" iron rod with cap stamped "ACS" found being the southwest corner of that certain 1.504 acre tract of land described in the aforementioned Document No. 2019-00015033, Official Public Records of Bell County, Texas for corner;
- 2) S. 73° 12' 43" E., 194.22 feet departing the said 10.086 acre tract and with the south boundary line of the said 1.504 acre tract to a 5/8" iron rod with cap stamped "TCE 2181" found being the southeast corner of the said 1.504 acre tract for corner;
- 3) N. 16° 39' 43" E., 336.83 feet with the east boundary line of the said 1.504 acre tract to a 5/8" iron rod with cap stamped "TCE 2181" found being the northeast corner of the said 1.504 acre tract for corner;
- 4) N. 73° 02' 56" W., 194.50 feet with the north boundary line of the said 1.504 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" found being the northwest corner of the said 1.504 acre tract and being in the east boundary line of that certain 47.655 acre tract of land described



in a Warranty Deed dated April 15, 2019 from Short-Term Lending Gp, Inc., a Texas corporation to Temple Independent School District and being of record in Document No. 2019-00015099, Official Public Records of Bell County, Texas for corner;

- 5) N. 16° 40' 44" E., 520.07 feet departing the said 1.504 acre tract and with the east boundary line of the said 47.655 acre tract to a 5/8" iron rod with cap stamped "TCE 2181" found being the northwest corner of the said 22.572 acre tract and being the southwest corner of the aforementioned 0.984 acre tract for corner;

THENCE N. 13° 08' 49" E., 121.34 feet departing the said 22.572 acre tract and with the west boundary line of the said 0.984 acre tract and continuing with the east boundary line of the said 47.655 acre tract to a 1" iron pipe found being the northwest corner of the said 0.984 acre tract and being the northeast corner of the said 47.655 acre tract and being in the south right-of-way line of Barnhardt Road ( a publicly maintained roadway ) for corner;

THENCE S. 75° 33' 30" E., 319.61 feet departing the said 47.655 acre tract and with the north boundary line of the said 0.984 acre tract and with the said south right-of-way line to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said 0.984 acre tract and being the northwest corner of that certain 1.1418 acre tract of land described in a Warranty Deed dated July 31, 2018 from Sergio D. Rosatti and Randy G. Clayton to Quinten Andrews and being of record in Document No. 2018-00031822, Official Public Records of Bell County, Texas for corner;

THENCE S. 16° 41' 32" W., 135.40 feet departing the said south right-of-way line and with the east boundary line of the said 0.984 acre tract and with the west boundary line of the said 1.1418 acre tract to a 5/8" iron rod found being the southeast corner of the said 0.984 acre tract and being the most northerly northeast corner of the said 22.572 acre tract for corner;

THENCE S. 16° 39' 43" W., 103.00 feet departing the said 0.984 acre tract and with an east boundary line of the said 22.572 acre tract and continuing with the west boundary line of the said 1.1418 acre tract to a 5/8" iron rod found being the southwest corner of the said 1.1418 acre tract and being an interior ell corner of the said 22.752 acre tract for corner;


THENCE S. 73° 45' 17" E., 86.80 feet with the south boundary line of the said 1.1418 acre tract and with a north boundary line of the said 22.752 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northwest corner of the aforementioned 0.087 acre tract and being an exterior ell corner of the said 22.7582 acre tract for corner;

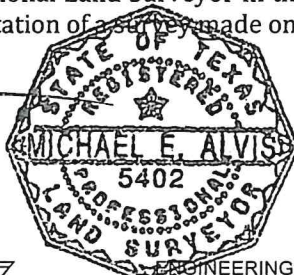
THENCE S. 14° 27' 32" W., 26.17 feet departing the said 1.1418 acre tract and with an east boundary line of the said 22.752 acre tract and with the west boundary line of the said 0.087 acre tract to a 5/8" iron rod with cap stamped "2181" found being the southwest corner of the said 0.087 acre tract and being an interior ell corner of the said 22.752 acre tract for corner;

THENCE S. 74° 44' 14" E., 154.63 feet with the south boundary line of the said 0.087 acre tract and with the north boundary line of the said 22.752 acre tract to the Point of BEGINNING and containing 23.476 acres of land.

\*\*\*\*\*

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

  
Michael E. Alvis, R.P.L.S. #5402  
October 17, 2019



ENGINEERING • SURVEYING • PLANNING  
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400  
ENGINEERING FIRM #1658 SURVEY FIRM #10056000

THIS PROJECT IS REFERENCED TO THE CITY OF TEMPLE COORDINATE SYSTEM, AN EXTENSION OF THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID BEARINGS. ALL COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 535

THE THETA ANGLE AT SAID CITY MONUMENT IS  $01^{\circ} 32' 22''$

THE COMBINED CORRECTION FACTOR (CCF) IS 0.999836

PUBLISHED CITY COORDINATES ARE  $X = 3,232,625.47$   $Y = 10,351,575.12$

THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS  
N.  $27^{\circ} 57' 50''$  E., 7905.33 FEET.

GRID DISTANCE = SURFACE DISTANCE X CCF

GEODETIC NORTH = GRID NORTH + THETA ANGL







ORDINANCE NO. 2020-5027  
(FY-20-4-ANX)

AN ORDINANCE OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING THE VOLUNTARY ANNEXATION OF APPROXIMATELY 23.476 ACRES OF LAND, BEGINNING APPROXIMATELY 183 FEET WEST OF THE INTERSECTION OF STATE HIGHWAY 95 AND BARNHARDT ROAD AND CONTINUING IN A SOUTHERLY DIRECTION FOR APPROXIMATELY 1,352 FEET, SAID TRACT OF LAND BEING SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, BELL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on January 21, 2020 property owner, Robert Turner, filed a written request, seeking voluntary annexation of approximately 23.476 acres of land, being more particularly described as Exhibit “A” (Field Notes & Survey);

**Whereas**, Texas Local Government Code (LGC) Chapter 43 governs the annexation process and requires that land to be annexed must be in the municipality’s extraterritorial jurisdiction (ETJ) and contiguous to the municipality - the subject property is within the City’s southern ETJ;

**Whereas**, prior to annexing an area of land, the City must offer the property owner a development agreement if the area would be eligible for an agreement under LGC Chapter 212, Subchapter G and appraised for ad valorem tax purposes as land for agricultural use, wildlife management use, or timber use pursuant to Texas Tax Code Chapter 23 - the property owner was offered and rejected a development agreement on January 21, 2020;

**Whereas**, the City and property owner have entered into written agreement for the provision of municipal services in the area, however, before offering the proposed municipal services agreement to the property owner, it was circulated to relevant City Departments to determine the services that would be provided on the effective date of the annexation, such as Fire, Police and solid waste disposal - the property owner accepted the proposed agreement and the City is not required to provide a service that is not included in the agreement;

**Whereas**, LGC § 43.0673 requires that the City hold one public hearing prior to adopting an ordinance annexing an area on the written request of a landowner and the City’s Charter requires a second reading to adopt the annexation ordinance - the second reading will be held on May 7, 2020;

**Whereas**, LGC § 43.905 and § 43.9051 requires a City to provide written notice regarding any financial impact caused by the proposed annexation to the affected school district as well as the political subdivisions and public entities that provide services in the area - the City notified the Temple Independent School District (TISD) and Bell County on April 2, 2020;

**Whereas**, while the City of Temple did notify all of the public entities required by State law about the potential fiscal impact on those organizations, a better understanding of that impact can be determined once the owner proposes rezoning and development in the future; and



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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**Part 2:** The City Council approves the voluntary annexation of approximately 23.476 acres of land, beginning approximately 183 feet west of the intersection of State Highway 95 and Barnhardt Road and continuing in a southerly direction for approximately 1,352 feet, said tract of land being situated in the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, described in Exhibit 'A' attached hereto, and said property is hereby annexed and brought within the corporate limits of the City of Temple, Bell County, Texas, and is made an integral part thereof.

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

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

**Part 5:** The annexed Property shall be zoned Agricultural, in compliance with the Zoning Ordinance of the City of Temple.

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

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

**Part 8: Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

**Part 9: Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Temple, Texas, and it is

accordingly so ordained.

**Part 10: Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance 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.

PASSED AND APPROVED on First Reading and Public Hearing on the **16<sup>th</sup>** day of **April, 2020.**

PASSED AND APPROVED on Second and Final Reading on the **7<sup>th</sup>** day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #4(M)  
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 2019-2020.

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

**ITEM SUMMARY:** This item is to recommend various budget amendments, based on the adopted FY 2019-2020 budget. The amendments will involve transfers of funds between contingency accounts, department and fund levels.

**FISCAL IMPACT:** The total amount of budget amendments is \$153,586.

**ATTACHMENTS:**

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

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2020 BUDGET**  
**May 7, 2020**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
520-5100-535-1150		Salaries / Separation Pay/Vac-Sk-Com	\$ 12,841	
520-5200-535-1150		Salaries / Separation Pay/Vac-Sk-Com	\$ 399	
520-5400-535-1150		Salaries / Separation Pay/Vac-Sk-Com	\$ 399	
520-5000-535-6532		Capital - Special Projects / Contingency		\$ 13,639
To reallocate contingency funds for separation pay for several employees within the Water/Wastewater Fund who termed in February and March.				
110-4000-555-2122		Supplies / Other	\$ 1,000	
110-0000-461-0840		Other / Library Donations		\$ 1,000
To appropriate a donation received from the Friends of the Temple Public Library.				
110-4000-555-6310		Capital Buildings & Grounds / Buildings & Grounds	\$ 12,952	
110-0000-461-0840		Other / Library Donations		\$ 12,952
To appropriate a donation received from the Pauline A Jarma Revocable Living Trust to fund Library capital improvements.				
110-2320-540-2516		Other Services / Judgments & Damages	\$ 5,083	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 5,083
To appropriate final insurance proceeds received from TML related to the damages to Solid Waste's brush & bulk asset # 14614 which occurred on January 4, 2019.  Original insurance proceeds in the amount of \$85,676 were presented to Council for authorization on 05/02/2019.				
520-5100-535-2616		Contracted Services / Professional	\$ 94,000	
520-5200-535-6357	102118	Capital Buildings & Grounds / Water Line Improvement - Water Line Improvements FY 2020		\$ 94,000
To reallocate funding for assistance to meet compliance requirements for the American Water Infrastructure Act of 2018. EPA is requiring all water systems to complete a Risk Assessment by December 31, 2020, as well as requiring an Emergency Response Plan by June 30, 2021.				
110-3110-551-6222	102230	Capital Equipment / Machinery & Equipment - Replace Range Picker, Asset # 14424	\$ 9,862	
110-0000-461-0554		Insurance Claims / Insurance Claims		\$ 9,862
To appropriate insurance proceeds received from TML related to the damages to Sammon's Golf Course range picker asset # 14424 that was vandalized on February 17, 2020.				
110-1500-515-2693		Other Contracted Services / Citizens for Progress	\$ 17,050	
110-0000-352-1345		Fund Balance - Designated for Capital Projects Unallocated		\$ 17,050
To appropriate fund balance for agreement with Citizens for Progress to support administrative services associated with the Roof Replacement Program.				
<b>TOTAL AMENDMENTS</b>			<b>\$ 153,586</b>	<b>\$ 153,586</b>

**CITY OF TEMPLE**  
**BUDGET AMENDMENTS FOR FY 2020 BUDGET**  
**May 7, 2020**

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		GENERAL FUND		
		Beginning <b>Contingency</b> Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning <b>Judgments &amp; Damages</b> Contingency	\$	-
		Added to Contingency Judgments & Damages from Council Contingency		-
		Taken From Judgments & Damages		-
		Net Balance of Judgments & Damages Contingency Account	\$	-
		Beginning <b>Compensation</b> Contingency	\$	506,197
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(506,197)
		Net Balance of Compensation Contingency Account	\$	-
		<b>Net Balance Council Contingency</b>	\$	-
		Beginning Balance <b>Budget Sweep</b> Contingency	\$	-
		Added to Budget Sweep Contingency		-
		Taken From Budget Sweep		-
		Net Balance of Budget Sweep Contingency Account	\$	-
		WATER & WASTEWATER FUND		
		Beginning <b>Contingency</b> Balance	\$	100,000
		Added to Contingency Sweep Account		-
		Taken From Contingency		(55,228)
		Net Balance of Contingency Account	\$	44,772
		Beginning <b>Compensation</b> Contingency	\$	93,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(62,170)
		Net Balance of Compensation Contingency Account	\$	31,330
		<b>Net Balance Water &amp; Wastewater Fund Contingency</b>	\$	76,102
		HOTEL/MOTEL TAX FUND		
		Beginning <b>Contingency</b> Balance	\$	-
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	-
		Beginning <b>Compensation</b> Contingency	\$	19,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(15,533)
		Net Balance of Compensation Contingency Account	\$	3,967
		<b>Net Balance Hotel/Motel Tax Fund Contingency</b>	\$	3,967
		DRAINAGE FUND		
		Beginning <b>Contingency</b> Balance	\$	488,446
		Added to Contingency Sweep Account		-
		Carry forward from Prior Year		-
		Taken From Contingency		-
		Net Balance of Contingency Account	\$	488,446
		Beginning <b>Compensation</b> Contingency	\$	10,500
		Added to Compensation Contingency		-
		Taken From Compensation Contingency		(8,759)
		Net Balance of Compensation Contingency Account	\$	1,741
		<b>Net Balance Drainage Fund Contingency</b>	\$	490,187

CITY OF TEMPLE  
BUDGET AMENDMENTS FOR FY 2020 BUDGET  
May 7, 2020

ACCOUNT #	PROJECT #	DESCRIPTION	APPROPRIATIONS	
			Debit	Credit
		<b>FED/STATE GRANT FUND</b>		
		Beginning <b>Contingency</b> Balance		\$ -
		Carry forward from Prior Year		-
		Added to Contingency Sweep Account		-
		Taken From Contingency		-
		<b>Net Balance Fed/State Grant Fund Contingency</b>		<b>\$ -</b>

RESOLUTION NO. 2020-0060-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, APPROVING BUDGET AMENDMENTS TO THE 2019-2020 CITY BUDGET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, on the 19<sup>th</sup> day of September, 2019, the City Council approved a budget for the 2019-2020 fiscal year; and

**Whereas**, the City Council deems it in the public interest to make certain amendments to the 2019-2020 City Budget.

**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 amends the 2019-2020 City Budget by adopting the budget amendments which are more fully described in Exhibit 'A,' attached hereto and made a part hereof for all purposes.

**Part 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 7<sup>th</sup> day of **May, 2020**.

THE CITY OF TEMPLE, TEXAS

---

TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20  
Item #5  
Regular Agenda  
Page 1 of 2

**DEPT. / DIVISION SUBMISSION REVIEW:**

Amanda Rice, Deputy City Attorney  
James Martin, Animal Control Field Supervisor

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING: Consider adopting an ordinance amending City Code of Ordinances, Chapter 6, Animals, to make minor corrections to chapter.

**STAFF RECOMMENDATION:** Adopt ordinance on first reading in the item description and conduct a public hearing. Second reading will be scheduled for May 21, 2020.

**ITEM SUMMARY:** City Council adopted an ordinance amending Chapter 6, Animals, on July 18, 2019, Ordinance No. 2019-4978. This passed ordinance made several substantive changes to Chapter 6. Since the passage of Ordinance No. 2019-4978, City Staff discovered a few minor errors in the passed Chapter amendments that require correction.

To correct these errors Staff recommends amending Chapter 6, Animals, by:

- Changing the definition of “hen” to read “a female domestic chicken” in Sec. 6-3 to mirror the Chapter’s definition of rooster, which reads “a male domestic chicken;”
- Rewording Subsection 6-4(b) to better clarify when an animal is not at large and is not required to be under restraint;
- Removing the word “and” and replace it with the word “or” in Subsection 6-23(c)(2);
- Replacing a period with a semi-colon in Subsection 6-54(c)(1)(A);
- Rewording Subsection 6-54(d)(1) to simplify the language and emphasize where male and female chickens may be kept;
- Removing the word “exceptions” and replacing it with the term “affirmative defenses” in Subsection 6-54(f) and Subsection 6-60(b) to mirror Sec. 6-52(b);
- Changing some of the words in Subsections 6-54(f)(1)-(4) from plural to singular;
- Correcting the spelling of the word “waive” in Subsection 6-61(n);
- Removing the commas in Subsections 6-96(c)(1) and (2);
- Adding the word “any” in Subsection 6-96(c)(3)(A);
- Removing the word “by” and replacing it by the word “of” in Subsection 6-96(c)(3)(A)(i); and



- Removing the word “and” and replacing it with the phrase “if so ordered” in Subsection 6-96(c)(3)(B).

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Redlined copy of Chapter 6 with proposed amendments](#)

[Clean copy of Chapter 6 with proposed amendments](#)

[Ordinance](#)

## **Chapter 6**

### **ANIMALS**

#### **ARTICLE I. IN GENERAL**

##### **Sec. 6-1. Animal Services Division established.**

To protect the public health and welfare, to provide for the public safety, to promote a safe and healthy environment for both animals and people, and to more effectively control, regulate, and provide for animals within the City of Temple, the Animal Services Division is established (hereinafter called "Animal Services"). Animal Services will consist of upper level management and their designees, including Animal Services officers, and all others designated by the City Manager. The Temple Police Department will oversee Animal Services.

##### **Sec. 6-2. Enforcement.**

- (a) The provisions of this Chapter may be enforced by Animal Services, the Temple Police Department, and any other persons designated by the City Manager. The City Manager and the Chief of Police have the authority to designate hearing officers to hear appeals under this Chapter.
- (b) In carrying out their official duties, Animal Services officers and police officers have the authority to protect themselves, to protect a third person, and to protect any animal from attack or threat of imminent bodily injury and to prevent any animal from enduring further pain or suffering due to disease or injury.
- (c) It is unlawful for any person to interfere with, obstruct, resist, or oppose any Animal Services officer, police officer, or other person authorized to enforce provisions of this Chapter while such person is apprehending an animal or performing any other duties as required for the enforcement of this Chapter or other state or local law. It is unlawful to take or attempt to take any animal from a vehicle used by the City or its designee to transport any animal or take or attempt to take any animal from a City animal shelter or other kennel or confinement area used to impound an animal.
- (d) It is unlawful for a person to make a false complaint or a false report of an alleged violation under this Chapter.

##### **Sec. 6-3. Definitions.**

For the purposes of this Chapter, and as used herein, the following terms will have the meanings as given in this Section:

**Aggressive dog.** A dog that:

- (a) makes an unprovoked attack on another domestic animal that causes bodily injury to that animal and occurs in a place other than an enclosure in which the dog was being kept;
- (b) on more than one occasion, when unprovoked, bites one or more persons who were lawfully inside the dog's enclosure;
- (c) repeatedly attempts, successfully or unsuccessfully, to climb over, dig under, chew through, break or otherwise escape from its enclosure in an attempt to attack, chase, or harass a person or another domestic animal;
- (d) commits unprovoked acts in an enclosure in which the dog was being kept, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (e) commits unprovoked acts in a place other than an enclosure in which the dog was being kept, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to another domestic animal.

**Animal.** Any living, vertebrate creature, domestic or wild, other than a human.

**At large.** Any animal not under restraint as defined by this Section. An animal inside a vehicle parked in a public place will be considered at large unless it is restrained in such a manner that it cannot exit the vehicle on its own volition.

**Bodily injury.** Physical pain, illness, or any impairment of physical condition.

**Cat.** A commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

**Chief of Police.** The chief of the City of Temple Police Department (Temple Police Department) and their designees.

**City.** The City of Temple, Texas, the City Council of Temple, Texas, or its representatives, employees, agents, and designees.

**City animal shelter.** An impound or adoption services facility owned, operated, leased, or contracted for by the City.

**City Council.** The City's elected governing body.

**City Manager.** The City's city manager or their designee.

**Dangerous dog.** A dog that:

- (a) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (b) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

**Dog.** A commonly domesticated member of the Canidae (canine) family, other than a wolf, jackal, fox, dingo, coyote, or other prohibited animal.

**Domestic animal.** Includes livestock, caged or penned fowl, other than birds of prey, and normal household pets, including, but not limited to, cats and dogs, ferrets, rabbits, cockatiels, parakeets, hamsters, guinea pigs, gerbils, fish, or small, non-poisonous reptiles, snakes, or amphibians.

**Fowl.** A bird of any kind.

**Guard dog.** Any dog which has been trained for the purpose of protecting property by a guard dog company which is required to be licensed pursuant to Tex. Occ. Code Ch. 1702, as amended.

**Handle.** Having charge, care, custody, or control of an animal.

**Harbor.** To feed, shelter, protect, provide for, care for, bear the expense of, or otherwise maintain an animal.

**Hen.** A female domestic chicken, ~~not including guinea hens.~~

**Impoundment fee.** The fee charged for the impoundment of animals impounded under Sec. 6-9 (Cruelty to Animals), Article VII (Dangerous Dogs), or Article VIII (Aggressive Dogs) of this Chapter.

**Livestock.** Includes, regardless of age, sex, or breed, horses and all equine species, including mules, donkeys and jackasses; cows and all bovine species; sheep and all ovine species; llamas; goats and all caprine species; and pigs and all porcine species.

**Keep.** To retain on a property by any means, control, own, or have custody or possession of an animal.

**Miniature swine.** Any breed of swine weighing one hundred fifty (150) pounds or less at full maturity.

**Owner.** Any person who owns, shelters, keeps, handles, harbors, or has temporary or permanent custody of an animal, or who knowingly allows an animal to remain on any property over which the person has control.

**Person.** Any natural person, corporation, partnership, association, firm, or legal entity.

Pet. Any animal kept for pleasure or companionship rather than utility or as a service or emotional support animal.

Prohibited animal.

- (a) Any wild or exotic animal or any animal not normally born and raised in captivity, including, but not limited to, the following:
  - (1) a dangerous wild animal as defined by Section 822.101 of the Texas Health and Safety Code, as amended;
  - (2) reptiles: venomous lizards, venomous snakes, crocodiles, alligators, caimans, and gharials;
  - (3) mammals:
    - (A) felines (such as lions, tigers, bobcats, jaguars, leopards, pumas, and cougars), except commonly domesticated cats;
    - (B) canines (such as wolves, dingos, coyotes, foxes, and jackals and any hybrid of a canine, including hybrids of canines and commonly domesticated dogs), except commonly domesticated dogs;
    - (C) mustelids (such as weasels, skunks, martins, minks, badgers, and otters), except ferrets;
    - (D) procyonids (such as raccoons and coati);
    - (E) bears;
    - (F) marsupials (such as kangaroos, opossums, koala bears, wallabies, bandicoots, and wombats);
    - (G) bats;
    - (H) sloths, anteaters, armadillos, and related species;
    - (I) elephants;
    - (J) primates (such as monkeys, chimpanzees, orangutans, and gorillas);
    - (K) rodents (such as beavers and porcupines), except commonly domesticated rodents kept as pets including hamsters, gerbils, guinea pigs, rats, mice, and chinchillas; and
  - (4) amphibians: poisonous frogs.
- (b) This term does not include livestock, fowl, or normal household pets, such as, but not limited to, dogs, cats, cockatiels, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish, or small, non-poisonous reptiles, snakes, or amphibians.

Properly fitted collar. A collar that measures the circumference of an animal's neck plus at least one inch.

Properly fitted harness. A harness that is of an adequate size, design, and construction as appropriate for an animal's size and weight.

Public nuisance. A condition that is or threatens to be detrimental or dangerous to the public's health, safety, or welfare.

Quarantine fee. The fee charged for the quarantine of animals impounded under Sec. 6-41.

Reclamation fee. The fee for the reclamation of an impounded animal, except as otherwise provided by this Chapter.

Repeatedly at large animal. An animal that is at large more than four times in a one-year period.

Restraint. An animal either (a) kept in a secure enclosure; or (b) kept under the direct physical control of a responsible person by a leash, cord, or other type of lead and obedient to that person's commands.

Rooster. A male domestic chicken.

Serious bodily injury. An injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Shelter. A clean, sturdy, and dry structure with a roof and three (3) sides and an entryway that is protected from the elements and is large enough to allow the animal to stand erect, sit, turn around, and lie down in a normal manner.

Sterilization. Surgical or chemical treatment of the reproductive organs of a dog or cat to render the animal unable to reproduce.

Unprovoked means an action by a dog that is not:

- (a) in response to being tormented, abused, or assaulted by any person;
- (b) in response to pain or injury;
- (c) in protection of itself or its food, kennel, immediate territory, or nursing offspring; or
- (d) in response to an assault or attempted assault on a person.

Veterinarian. Any person duly licensed to practice veterinary medicine by the Texas State Board of Veterinary Medical Examiners.

Veterinary hospital, clinic, or office. Any establishment maintained and operated by a veterinarian for surgery, diagnosis of, and treatment of diseases and injuries of animals.

## ARTICLE II. CARE AND CONTROL

### Sec. 6-4. Restraint; animals at large.

- (a) All owners must keep their animals under restraint except as otherwise provided by this Section.
- (b) An animal is not at large, and is not required to be under restraint as provided by Subsection (a), above, if the animal is:  
~~An animal not under restraint is at large, except if the animal is:~~
  - (1) on the premises of its owner's property and is under the immediate personal supervision and the control of a responsible person and obedient to that person's commands;
    - (A) the ~~It is an exception to the~~ supervision and control requirements of Subsection (b)(1), above, do not apply if the animal is a cat and is on the premises of its owner;
  - (2) wearing a functioning electronic collar and is under the control of a responsible person and obedient to that person's commands;
  - (3) if a dog, ~~is~~ in a designated dog park;
  - (4) accompanied by its owner or trainer at a bona fide animal show, field trial, or exhibition;
  - (5) a service animal in the performance of its duty under the Americans with Disabilities Act of 1990, 42 U.S.C.S. § 12101 et seq., as amended and is under the immediate control of a responsible person and obedient to that person's commands; or
  - (6) an animal used for law enforcement purposes by a law enforcement agency.
- (c) It is unlawful for an animal to be at large.
- (d) All animals at large are subject to impoundment by Animal Services. Animal Services officers, police officers, and their designees have the authority to impound at large animals as provided below:
  - (1) on public property, in all cases;
  - (2) on private property, if the consent of the resident or property owner is obtained;

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- (3) on private property, in all cases except fenced rear yards of residences, if the officer reasonably believes that the animal will run at large if not impounded, except for cats on the premises of their owner; and
- (4) when authorized by appropriate courts of law.

**Sec. 6-5. Animal defecation.**

- (a) If an animal defecates on any public or private property other than the property of its owner, the owner of the animal must immediately remove the feces and dispose of it as required by state and local law.
- (b) Failure of an owner to comply with this Section is an offense under this Chapter.

**Sec. 6-6. Public nuisances.**

- (a) Every owner is responsible for the behavior and conduct of their animal at all times. An owner must:
  - (1) prevent their animal from damaging or destroying public or private property other than the owner's private property;
  - (2) prevent their animal from causing noise that unreasonably disturbs or interferes with the peace, comfort, and quiet enjoyment of a neighboring person of ordinary sensibilities;
  - (3) restrain their animal while it is in heat;
  - (4) prevent their animal from chasing, attacking, or otherwise interfering with pedestrians or passersby, regardless of whether the animal is on the owner's property;
  - (5) prevent their animal from chasing, attacking, or otherwise interfering with a motor vehicle, bicycle, scooter, or other vehicle, regardless of whether the animal is on the owner's property;
  - (6) not tie or stake their animal within fifteen (15) feet of any street, sidewalk, park, or other public land when tied or staked on an open or unfenced property;
  - (7) not tie or stake their animal at a location or in a manner that allows the animal to graze on or reach public property; and
  - (8) prevent their animal from being repeatedly at large.
- (b) Failure of an owner to comply with any of the duties listed in Subsection (a), above, is a public nuisance and an offense under this Chapter.
- (c) If Animal Services determines that a public nuisance exists under this Chapter, or an owner is violating any other provision of this Chapter, Animal Services may, at its discretion, issue an order requiring



that the owner perform certain remedial requirements to remedy the nuisance or violation of this Chapter.

- (d) To appeal an order or decision of Animal Services made under this Section or Subsection 6-23(f), the owner of the animal at issue must file a written notice of appeal with Animal Services within fifteen (15) days of the date the order or decision was made. If the owner fails to timely file a proper appeal, the Animal Services' order or decision will be final.
- (e) A hearing on an appeal under this Section will be held within ten (10) days of the date the appeal was filed.
- (f) Notice of the hearing must be given to the appellant at least seventy-two (72) hours in advance of the hearing, unless the appellant waives their right to notice. Notice of a hearing must also be given to Animal Services at least seventy-two (72) hours in advance of the hearing date unless they waive their right to notice. If the appellant fails to appear at the hearing, the order or decision of Animal Services will be final.
- (g) The burden of proof in an appeal will be upon the appellant. This burden may be met by a preponderance of evidence.
- (h) At any hearing, the hearing officer is not restricted to the rules of evidence applicable in a court of law but may rely upon that evidence which a reasonable man would rely upon in reaching a decision. Any person having knowledge of relevant or material facts will be allowed to appear and testify.
- (i) Upon the close of the hearing, the hearing officer must issue a written statement of their findings and decisions, and may sustain, modify, or rescind Animal Services' order or decision. A hearing officer's decision will be final. A copy of this written statement will be sent to the appellant and to Animal Services within five (5) days of the date the statement is written.
- (j) All services of notice and statements under this Section must be provided to the owner in person or by mail.
- (k) Remedial measures.
  - (1) As provided by Subsection (c) or Sec. 6-23(f), Animal Services or a hearing officer may require an owner to take any of the below remedial measures:
    - (A) Leash. Securely leash the animal with a leash no longer than four feet in length and keep the animal in the physical control of a person eighteen (18) years of age or older when not securely confined indoors or in a kennel, pen, or fenced-in area. The animal may not be leashed to inanimate objects, such as trees, posts, buildings, etc.
    - (B) Muzzle. Muzzle the animal by a muzzling device sufficient to prevent the animal from biting persons or other animals when the animal is in a public place.

- (C) Secure Confinement. Securely confine the animal in a kennel, pen, or fenced-in area or repair or install a kennel, pen, or fence to securely confine the animal.
- (D) Relocation of confinement area. Relocate on their property the area where the animal is kept, so that the animal does not unreasonably disturb or interfere with the peace, comfort, or quiet enjoyment of a neighboring person of ordinary sensibilities.
- (E) Confinement indoors. Confine the animal indoors, prohibit the animal from being kept on a porch, patio, or part of a house or structure where the animal can exit on its own volition, or otherwise restrict the confinement of the animal so that the animal cannot escape from its confines.
- (F) Restitution. Pay restitution for damages or injury caused by the animal.
- (G) Training. Take the animal to training.
- (H) Spay or neuter. Spay or neuter the animal.
- (I) Animal enclosure. Provide a clean, safe, and healthy area in which the animal will be kept as required by this Chapter.
- (J) Removal from City. Require a prohibited animal to be removed from the City, unless the owner is exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, Texas Health and Safety Code, as amended.
- (K) Take other remedial requirements that under the circumstances Animal Services or a hearing officer finds will serve the interests of the owner in keeping the animal and promote the peace, safety, and welfare of the public as well as the health and welfare of the animal.
- (l) If remedial requirements are ordered under this Chapter, Animal Services or a hearing officer will state a time frame within which the owner must comply with the required actions. For good cause, the period to comply may be extended by Animal Services or the hearing officer.
- (m) Animal Services and a hearing officer have the authority to inspect the premises in which the owner's animal is kept at reasonable times to ensure continued compliance with the remedial requirements during the prescribed time frame provided by Subsection (l), above.
- (n) It is unlawful for an animal owner to violate or fail to comply with the remedial requirements ordered by a hearing officer or Animal Services under this Chapter.

**Sec. 6-7. Pens and enclosures; sanitary requirements; minimum cage size; overcrowding.**

- (a) An owner of any animal must maintain and keep all animal cages, pens, coops, kennels, fenced-in areas, and other enclosures of any kind in a sanitary condition. The owner must:
  - (1) promptly dispose of all animal wastes;
  - (2) keep the enclosures clean and free from noxious odors; and
  - (3) keep the enclosures free of flies, mosquitoes, ticks, fleas, and other vectors as feasible.
- (b) Cages, pens, coops, kennels, fenced-in areas, and other enclosures used to confine animals must be of sufficient size to maintain all animals within such enclosure comfortably and in good health. Each animal must have enough space to allow it to turn freely and easily stand, sit, stretch, move its head without touching the top of the enclosure, and assume a comfortable posture for eating and drinking. An enclosure must be large enough to allow all animals within the enclosure to move and lay down without lying on excrement.

**Sec. 6-8. Abandoned animal; impoundment.**

- (a) Any animal left without proper food, water, or shelter for more than three (3) days or any animal left in conditions that endanger the health, life, and safety of the animal will be deemed abandoned.
- (b) Animal Services, a police officer, or any other authorized agent of the City may impound any abandoned animal.

**Sec. 6-9. Cruelty to animals.**

- (a) Cruelty to non-livestock and livestock animals, excluding uncaptured wild living creatures, is a violation of the Texas Penal Code and depending on the circumstances, is a Class A misdemeanor, state jail felony, or a felony of the second or third degree.
- (b) Cockfighting is a violation of the Texas Penal Code and depending on the circumstances is a state jail felony or a Class A or Class B misdemeanor.
- (c) Dogfighting is a violation of the Texas Penal Code and depending on the circumstances is a state jail felony or a Class A misdemeanor.
- (d) Animals Services and the Chief of Police have the full authority granted by Section 821.022, Texas Health & Safety Code, as amended, to seize and impound any animal that has been or is being cruelly treated. If Animal Services or the Chief of Police has reason to believe that an animal has been or is being cruelly treated, pending a hearing before any justice of the peace or magistrate in Bell County or any municipal court judge on the issues of cruelty and disposition of the animal, the seizure of the subject animal prior to receiving a warrant is hereby authorized if such a delay endangers the life of the animal, or if it would unreasonably prolong the suffering of the animal needing immediate attention.

**Sec. 6-10. Standard of care.**

- (a) An owner of an animal is required to provide to their animal humane care and treatment, including:
- (1) access to an adequate supply of fresh air;
  - (2) species-specific food;
  - (3) fresh water;
  - (4) exercise;
  - (5) shelter, as defined by this Chapter;
  - (6) access to adequate natural or artificial shade from direct sunlight at all times that is large enough to contain all outdoor pets at one time and is separate from any shade created from the designated shelter; and
  - (7) veterinary care when needed to prevent suffering.
- (b) In case of dispute over adequacy of care and treatment, Animal Services or the Chief of Police will be the final authority.

**Sec. 6-11. Tethering of dogs.**

- (a) It is unlawful for a person to use a chain, rope, tether, leash, cable, or other like device to attach a dog to a stationary object or trolley system (hereinafter called "tethering") except as provided by this Section.
- (b) A person may tether a dog in the following circumstances:
- (1) during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity;
  - (2) if tethering is required to protect the safety or welfare of a person or the dog and the owner maintains immediate control of the dog;
  - (3) in the immediate control of the owner in a public park; or
  - (4) on the owner's property, if the dog is tethered in such a way as to prevent the dog from:
    - (A) advancing to within fifteen (15) feet of the edge of any public right-of-way; and

(B) moving outside the owner's property.

(c) If a dog is lawfully tethered as provided by Subsection (b)(4), the following conditions must be met:

(1) the chain, rope, tether, leash, cable, or other like device used to tether:

(A) must be attached to a properly fitted collar or harness worn by the dog;

(B) must not be used with a pinch-type, prong-type, or choke-type collar;

(C) must not be placed directly around the dog's neck;

(D) must not exceed one-twentieth of the dog's body weight;

(E) must have a length: (i) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or (ii) 10 feet, whichever is greater;

(F) must not be in an unsafe condition;

(G) must not cause injury to the dog; and

(H) must allow the dog, by design and placement, a reasonable and unobstructed range of motion without entanglement;

(2) the dog must have access to adequate shelter, dry ground, shade from direct sunlight, and clean and wholesome water;

(3) the dog must not be tethered outside in extreme weather conditions, including, but not limited to, conditions in which:

(A) the actual or effective outdoor temperature is below 32 degrees Fahrenheit;

(B) a heat advisory has been issued by a local or state authority or jurisdiction; or

(C) a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service;

(4) if the dog is female, the dog must not be in heat; and

(5) the dog must not be sick or injured.

(d) A person commits an offense if they do not comply with all applicable provisions of this Section.

**Sec. 6-12. Safety of animals in motor vehicles.**

- (a) **Animal in Vehicle.** No person may leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare. Any Animal Services officer, police officer, or firefighter is authorized to use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is endangered. Any animal removed from a vehicle in this way will be impounded.
- (b) **Transportation of Animal.** No person may transport any animal in a motor vehicle on any public roadway unless:
  - (1) the animal is safely confined within the vehicle in such a way as to prevent the animal from falling or jumping from the vehicle or from strangling on a single leash; or
  - (2) if traveling in an unenclosed vehicle, which includes, but is not limited to, convertibles, pick-up truck beds, unenclosed jeeps, and flatbed trailers, the animal is safely confined by:
    - (A) a vented container or cage that is secured in such a way as to prevent the release of the animal and the container or cage from sliding around or falling from the vehicle; or
    - (B) a multi-point tether that prevents the animal from falling or jumping from the vehicle or from strangling on a single leash.
- (c) **Distracted driving.** The operator of a vehicle may not allow an animal to freely move about the interior of their vehicle in such as a manner as to:
  - (1) obstruct the operator's view to the front, back, or sides of the vehicle; or
  - (2) interfere with the operator's control of the vehicle.

**Secs. 6-13 - 6-19. Reserved.**

### **ARTICLE III. IMPOUNDMENT**

#### **Sec. 6-20. Seizure of animals.**

- (a) Animal Services, any police officer, or any designated agent of the City is authorized to seize, impound, and humanely confine to a City animal shelter or a veterinary clinic any animal:
  - (1) at large;
  - (2) for protective custody;
  - (3) required to be quarantined under Article V of this Chapter;

- (4) displaying signs and symptoms of extreme injury or illness;
  - (5) seized pursuant to a warrant or court order;
  - (6) reasonably suspected of having inflicted bodily harm on any human being or animal or posing a threat to public safety;
  - (7) that is a prohibited animal;
  - (8) not cared for in violation of Sec. 6-10; or
  - (9) abandoned as defined by Sec. 6-8.
- (b) The City is authorized to give impounded animals appropriate immunizations, administer any parasite treatment, and perform any other medical procedure or treatment a veterinarian recommends or determines is necessary.
- (c) If the City has paid for veterinary care for an impounded animal, the animal may not be released to its owner unless the owner reimburses the City for the cost of the veterinary care regardless of whether an owner has paid a reclamation, impoundment, or quarantine fee or any other costs or fees imposed under this Chapter.

**Sec. 6-21. Notification to City.**

Any person finding an animal at large upon their property may hold the animal in their own possession and notify Animal Services or the Temple Police Department.

**Sec. 6-22. Owner notification.**

If an animal is impounded, Animal Services will make a reasonable effort to locate the animal's owner by using any contact information from the animal's vaccination tag, microchip, or other identification and notify the owner of the animal's impoundment.

**Sec. 6-23. Domestic animals; time; disposition; reclamation.**

- (a) Impounded domestic animals must be kept for three (3) days from the date of impoundment. If the owner of an impounded animal does not reclaim the animal within three (3) days after the date of impoundment, the animal will become the sole property of the City and is subject to disposition as Animal Services deems appropriate. The animal may be humanely euthanized prior to the expiration of the three (3) day period if, in the professional opinion of Animal Services or a veterinarian, disposition is necessary to avoid the unnecessary suffering of a sick or injured animal or to prevent the spread of communicable disease. All reasonable steps to contact the owner as provided by Sec. 6-22 must be taken by Animal Services. However, if immediate disposition is necessary prior to the

owner being contacted or before the owner reclaims the animal, the animal may be humanely euthanized.

(b) The City will not be liable for damages for the destruction of any animal authorized under this Chapter.

(c) An impounded domestic animal may be available for reclamation by the animal's owner upon the owner presenting their appropriate identification such as a government issued license, identification card, passport, handgun license, etc., of which the City will keep a copy, and paying the reclamation fee to the City.

(1) Possession of a vaccination certificate describing the animal or bearing the same serial number that appears on a vaccination tag worn by the animal will be accepted as prima facie proof of ownership.

(2) An impounded domestic animal seized under Sec. 6-9 (Cruelty to Animals), Sec. 6-41 (Quarantine), Article VII (Dangerous Dogs), ~~or~~ and Article VIII (Aggressive Dogs) of this Chapter may not be released from impoundment under this Subsection.

(3) A repeatedly at large animal may only be released as provided by Subsection 6-23(f), below.

(d) A dog or cat unvaccinated against rabies may not be reclaimed unless the owner signs a redemption contract agreeing to vaccinate the animal within a prescribed period. The procedure for rabies vaccination for adopted animals described in Sec. 6-38 applies to animals reclaimed after impoundment.

(e) No impounded domestic animal suffering from disease, ailment, or injury may be reclaimed by its owner until Animal Services is provided with sufficient information by the owner to determine that arrangements have been made for proper treatment of the animal by a veterinarian.

(f) Impoundment of animals repeatedly at large; release; appeal.

(1) A repeatedly at large animal may not be released to its owner without the written approval of Animal Services. If released upon approval by Animal Services, the owner must pay double the reclamation fee. If Animal Services denies the animal's release, the animal will become the sole property of the City and is subject to disposition as Animal Services deems appropriate unless the owner successfully appeals this denial as provided by this Subsection.

(2) An owner may appeal Animal Services' denial of an animal's release by using the same appeals procedure provided in Sec. 6-6.

(3) If a hearing officer reverses Animal Services' denial of an animal's release on an appeal, the hearing officer may require the owner to take any remedial measure described in Sec. 6-6(k) as a condition of the animal's release and pay double the reclamation fee.



**Sec. 6-24. Prohibited animals; seizure; impoundment; time; disposition; reclamation.**

- (a) Impounded prohibited animals must be kept for three (3) days from the date of impoundment. If the owner of an impounded prohibited animal does not reclaim the prohibited animal within three (3) days after the date of impoundment, the animal will become the sole property of the City and is subject to disposition as Animal Services deems appropriate. Such animal may be humanely euthanized prior to the expiration of such time if, in the professional opinion of Animal Services or a veterinarian, disposition is necessary to avoid the unnecessary suffering of a sick or injured animal or to prevent the spread of communicable disease. All reasonable steps to contact the owner as provided by Sec. 6-22 must be taken by Animal Services. However, if immediate disposition is necessary prior to the owner being contacted or before the owner reclaims the animal, the animal may be humanely euthanized.
- (b) If a prohibited animal cannot be seized or confined in a manner that ensures human safety, the animal may be destroyed during the seizure or confinement.
- (c) Impounded prohibited animals may be available for reclamation by the owner upon the owner presenting their appropriate identification such as a government issued license, identification card, passport, handgun license, etc., of which the City will keep a copy, and paying to the City all applicable fees and costs, which may include the cost of seizure and the actual costs to the City of housing, transporting, and feeding the prohibited animal, and signing an agreement with the City stipulating that the owner:
  - (1) must, within seventy-two (72) hours, lawfully remove from the City limits the prohibited animal and must not allow the prohibited animal to return to the City; and
  - (2) consents to the City humanely destroying the prohibited animal if the animal is found again within the City limits.
- (d) If the owner of a prohibited animal fails to sign or comply with the agreement provided in Subsection (c), the prohibited animal may be either euthanized or removed from the City as determined by Animal Services.
- (e) No impounded prohibited animal suffering from disease, ailment, or injury may be reclaimed by its owner until Animal Services is provided with sufficient information by the owner to determine that arrangements have been made for proper treatment of the animal by a veterinarian.
- (f) No prohibited animal impounded pursuant to this Section may be returned to its owner unless the owner has complied, as applicable, with Subchapter E, Dangerous Wild Animals, of the Texas Health and Safety Code, as amended.

**Sec. 6-25. Impoundment and reclamation fees.**

- (a) Impoundment and reclamation fees will be set by resolution of the City Council.

- (b) No animal may be released to its owner until all impoundment and reclamation fees and any other applicable fees and costs have been paid, except as otherwise provided by this Chapter.
- (c) An impoundment or reclamation fee may be charged for every day and any part of the day that the animal is in the custody of Animal Services.

**Secs. 6-26 - 6-30. Reserved.**

#### **ARTICLE IV. ADOPTION**

State law reference — Dog and Cat Sterilization, V.T.C.A., Health & Safety Code § 828.001 et seq.

**Sec. 6-31. Placement of animal for adoption.**

- (a) The decision to place an animal for adoption is at the sole discretion of Animal Services.
- (b) No person seeking to adopt an animal will be discriminated against on the basis of race, color, sex, religion, national origin, gender identity, or sexual orientation.

**Sec. 6-32. Fees for adoption.**

- (a) An adopter must pay any applicable adoption fees to Animal Services to adopt an animal from Animal Services.
- (b) Adoption fees will be set by resolution of the City Council.
- (c) Animal Services may, from time to time, designate and advertise promotional adoption periods during which the adoption fees payable under Subsection (a) will be reduced or waived.

**Sec. 6-33. Adoption of two or more animals.**

If an adopter adopts two or more animals from Animal Services on the same date and as part of the same transaction, the adopter will be deemed to be the owner of all the animals adopted in the transaction and will be responsible for complying with all the requirements of this Chapter that relate to the adopted animals.

**Sec. 6-34. Sterilization.**

- (a) Before an unsterilized dog or cat may be released from Animal Services for adoption, the adopter must sign a sterilization agreement with Animal Services that complies with Section 828.003 of the Texas Health and Safety Code, as amended, agreeing to:

- (1) have the dog or cat spayed or neutered within fourteen (14) days of the date of adoption or by the date the animal attains six (6) months of age, whichever is later; and
  - (2) deliver to Animal Services in person, by mail, or by e-mail, within seven (7) days after the date of sterilization, written confirmation of sterilization complying with Section 828.005 of the Texas Health and Safety Code, as amended, that the animal was spayed or neutered by the completion date required in Subsection (a)(1).
- (b) An adopter who signs a sterilization agreement under Subsection (a) commits an offense if they fail to:
  - (1) have the adopted dog or cat spayed or neutered within the period required under Subsection (a)(1); or
  - (2) furnish written confirmation of sterilization as required under Subsection (a)(2).
- (c) It is a defense to prosecution under Subsection (b), if by the seventh (7<sup>th</sup>) day after the sterilization completion date required in Subsection (a)(1), the adopter delivers to Animal Services in person, by mail, or by e-mail:
  - (1) a written letter complying with Section 828.006 of the Texas Health and Safety Code, as amended, stating that the animal is dead, describing the cause of death, if known, and providing the date of death; or
  - (2) a written letter complying with Section 828.007 of the Texas Health and Safety Code, as amended, stating that the animal is lost or stolen, describing the circumstances surrounding the disappearance, and providing the approximate date of the disappearance.
- (d) The adopter is solely responsible for ensuring that Animal Services timely receives the written confirmation of sterilization required under Subsection (b)(2) or any written letter described in Subsection (c). The veterinarian is not responsible for providing to Animal Services written confirmation of sterilization. Telephone calls notifying Animal Services of sterilization or possible defenses to this Section will be insufficient proof of sterilization or defenses and do not meet the requirements of this Section.
- (e) If an adopter of a dog or cat violates Subsection (b), Animal Services may reclaim the animal, and ownership of the animal will automatically revert to the City. In such case, there will be no refund of the adoption fee.
- (f) A person may not prevent, obstruct, or interfere with the reclamation of an animal under this Section.

**Sec. 6-35. Refusal of adoption.**

- (a) Animal Services may refuse to release any animal for adoption for any reason, including, but not limited to, any of the following reasons:
- (1) the prospective adopter or adoption agency has previously violated a provision of this Chapter or has been convicted of animal cruelty or dogfighting;
  - (2) the prospective adopter or adoption agency has inadequate or inappropriate facilities for confining the animal or is unable to provide proper care to the animal as required by this Chapter; or
  - (3) Animal Services determines that the health, safety, or welfare of the animal or of the public would be endangered by allowing the adoption.

## **ARTICLE V. RABIES CONTROL**

State law reference — Rabies Control Act of 1981, V.T.C.A., Health & Safety Code § 826.001 et seq.; 25 Tex. Admin. Code § 169.21 et. seq.

### **Sec. 6-36. State law incorporation; local rabies control authority designated.**

- (a) The City of Temple hereby incorporates by reference the Texas State Rabies Control Act of 1981, as amended, and the standards established by the appropriate state agency or rule-making board as minimum standards for rabies control and quarantine provisions within the City of Temple. In addition, all the rabies control provisions of this Chapter, which are adopted pursuant to the Texas Health and Safety Code, apply within the City.
- (b) Animal Services is designated as the local rabies control authority for purposes of Chapter 826 of the Texas Health and Safety Code, as amended, and is authorized to perform the duties required of a local rabies control authority under this Chapter and state and other local laws.

### **Sec. 6-37. Vaccination required for a dog or cat.**

An owner of a dog or cat must have the dog or cat vaccinated against rabies as required by state law.

### **Sec. 6-38. Rabies vaccination for adopted dogs and cats; proof required.**

- (a) A person adopting a dog or cat that is four (4) months old or older from a City animal shelter must vaccinate the adopted dog or cat against rabies within seven (7) days of the date of adoption if the adopted animal is unvaccinated against rabies. If the dog or cat is younger than four (4) months old and unvaccinated against rabies at the time of adoption, the adopting person must vaccinate the adopted dog or cat against rabies by a date provided by Animal Services, which must be no earlier than the date by which the dog or cat turns four (4) months old.

- (b) It is presumed that the person failed or refused to have the animal vaccinated against rabies if the adopting person fails to provide written proof of rabies vaccination within seven (7) days of the date of adoption or by the date required by Animal Services, whichever is later. Proof must be in the form of a written receipt from the veterinarian administering the vaccination or the written certificate of rabies vaccination provided by the veterinarian administering the vaccination. Telephone calls notifying Animal Services of rabies vaccination by the adopter will be insufficient proof of rabies vaccination and do not comply with the requirements of this Section.
- (c) It is the adopter's sole responsibility to provide written proof of rabies vaccination for the adopted animal to Animal Services. The veterinarian administering the vaccination will not be responsible for providing written proof of rabies vaccination to Animal Services.
- (d) Failure to timely provide written proof of rabies vaccination as required by this Section is an offense. This is in addition to an offense under Section 826.022, Texas Health and Safety Code, as amended, for failure or refusal to vaccinate.
- (e) The City may reclaim the adopted animal from an adopter if Animal Services does not receive written proof of rabies vaccination within seven (7) days of the adoption date or by the date required by Animal Services, whichever is later. In such case, there will be no refund of the adoption fee, and ownership of the animal will revert to the City.
- (f) A person may not prevent, obstruct, or interfere with the reclamation of an animal under this Section.

**Sec. 6-39. Vaccination tag as evidence.**

- (a) It is unlawful for an owner to allow a dog or cat the age of four (4) months or older to be in a public place without wearing a current vaccination tag issued by a veterinarian.
- (b) It will be a rebuttable presumption that any dog or cat not wearing a current vaccination tag attached to its collar or harness does not have a current rabies vaccination.

**Sec. 6-40. Unlawfully displaying false tag.**

It is unlawful for any person to attach to a dog's or cat's collar a vaccination tag issued to any other dog or cat.

**Sec. 6-41. Quarantine.**

- (a) An animal required to be quarantined under the Texas Rabies Control Act of 1981, as amended, and any applicable state agency rules, must be placed in a Texas Department of State Health Services-licensed facility specified by Animal Services or in a veterinary clinic, except as otherwise provided by Subsection (b).

- (b) Home Quarantine. Animal Services, at its sole discretion, may allow an owner to home quarantine an animal if all the following criteria are met:
- (1) the owner signs a home quarantine agreement and agrees to abide by the conditions of the agreement;
  - (2) the owner has not previously violated a home quarantine agreement;
  - (3) the owner has not provided false information to Animal Services in the past;
  - (4) a secure enclosure is approved by Animal Services and is used to prevent escape;
  - (5) the animal was vaccinated against rabies at the time of the potential exposure and the time elapsed since the most recent vaccination has not exceeded the manufacturer recommendations for the vaccine. If an unvaccinated animal is not over four (4) months old at the time of the potential exposure, the City may allow home confinement at its discretion;
  - (6) the animal was not at large at the time of the potential exposure;
  - (7) the owner monitors the animal's behavior and health status and immediately notifies Animal Services if any change is noted;
  - (8) Animal Services or a veterinarian observes the animal at least on the first and last day of the home quarantine; and
  - (9) the animal was not a stray as defined in the Texas Health and Safety Code, § 826.002, as amended, at the time of the potential exposure.
- (c) Animal Services may revoke its permission to allow home quarantine if Animal Services finds that an owner provided false information to Animal Services to obtain approval for home quarantine or violated any condition of their home quarantine agreement.
- (1) If permission for home quarantine is revoked, the owner of the animal must immediately deliver the animal required to be quarantined to Animal Services. Failure to immediately deliver an animal for quarantine when home quarantine permission is revoked as required by this Subsection is an offense.
  - (2) Providing false information to Animal Services is an offense.
  - (3) Failure of an owner to abide by the conditions of their home quarantine agreement is an offense.
- (d) Animal Services has the authority to euthanize an animal that has inflicted multiple bite wounds, punctures, or lacerations to a person under 25 Tex. Admin. Code § 169.27, as amended.

- (e) A person may not give or cause to be given any rabies vaccination, anti-rabies treatment, or other treatment to an animal required to be quarantined under the Texas Rabies Control Act of 1981, as amended, and rules adopted thereto that could interfere with the clinical or laboratory diagnosis of rabies or modify the course of the disease in the animal. Failure to comply with this Subsection is an offense.
- (f) The owner of an animal that is quarantined under suspicion of rabies by the City must pay to the City a quarantine fee and, if the animal is required to be euthanized, the actual cost of disposing of the animal. The City has the authority to bring suit to collect such costs. If the animal is quarantined by the animal's owner at a veterinary clinic or at home, the owner must pay for all costs of the quarantine.

**Sec. 6-42. Release of quarantined animals.**

- (a) An animal that has been quarantined may be released by Animal Services to its owner at the end of the quarantine period if the quarantined animal does not show clinical signs of rabies upon the following conditions:
  - (1) the owner provides an unexpired rabies vaccination certificate for the animal or proof that the animal was vaccinated against rabies by a veterinarian to Animal Services prior to release from quarantine;
  - (2) the owner pays the quarantine fee; and
  - (3) the animal is not being held for legal proceedings, including dangerous dog or aggressive dog proceedings as provided by this Chapter.

**Secs. 6-43 - 6-50. Reserved.**

**ARTICLE VI. ADDITIONAL REGULATIONS**

**Sec. 6-51. Disposal of animals.**

- (a) An owner of an animal that is infected or afflicted with a disease that is contagious or a threat to the life or health of other animals or humans must humanely destroy the animal and dispose of the carcass as directed by Animal Services.
- (b) An owner of a dead animal that was not infected or afflicted with a disease described in Subsection (a) must dispose of its carcass as provided under applicable local, state, and federal laws and regulations within twenty-four (24) hours of its death, unless otherwise allowed a longer period under any local, state, or federal law or regulation.

- (1) An owner of a dead animal may dispose of their animal at the City's landfill if the landfill approves of the disposal and the owner pays the landfill's applicable fees for disposal. An owner of a dead animal must contact the landfill for approval prior to disposing of a dead animal at the landfill and, if approved, dispose of their animal during the times specified by the landfill.
- (2) An owner of a dead animal may take their animal to a veterinarian for disposal.
- (3) An owner of a dead animal may not place their dead animal in a City furnished waste or recycling receptacle.
- (4) An owner may only bury a dead animal within the City if the following conditions are met:
  - (A) The dead animal:
    - (i) is buried on the owner's property or on private property with the private property owner's consent or is buried on public property with the City's written consent;
    - (ii) is not buried in a flood plain;
    - (iii) is buried at least two (2) feet deep;
    - (iv) weighs less than fifty (50) pounds; and
  - (B) The owner of the dead animal calls and receives instructions from Texas811 before digging a grave for the dead animal and follows Texas811's instructions on where to dig and locations to avoid.

**Sec. 6-52. Sale of animals.**

- (a) A person commits an offense if the person sells, trades, barter, leases, rents, gives away, conveys ownership of, or displays for a commercial purpose any animal on a roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, commercial parking lot, festival, community center, at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event, or any outdoor public place.
- (b) It is an affirmative defense to prosecution under Subsection (a) that the person is an employee of or is acting in their capacity as an employee of: a veterinary clinic; an animal hospital; a business that has a certificate of occupancy from the City authorizing the occupancy of the property for purposes of operating a business selling pets; an animal shelter; an animal welfare, rescue, or adoption agency that is a registered non-profit entity; a bona fide zoological park; an educational institution; a museum; an event being conducted primarily for the sale of agricultural livestock such as hoofed animals or animals or fowl commonly raised for food, dairy, or fiber products; a licensed laboratory; a publicly owned nature center; a bona fide member of an educational or scientific association or society approved by Animal Services; persons holding permits from an agency of the state or the United States



for the care and keeping of animals for rehabilitative purposes; a hatchery; a business dealing in farm or ranch supplies; or a person caring for animals in their private residence in compliance with this Chapter.

**Sec. 6-53. Dyed animals.**

It is unlawful to sell or offer for sale, raffle, offer, or give as a prize, premium, or advertising device or display in any store, shop, carnival, or other public place an animal or fowl of any kind that has been dyed or otherwise colored artificially, including rabbits, goslings, chickens, and ducks.

**Sec. 6-54. Keeping of specific animals.**

(a) Restrictions on owning rabbits. A person may not own more than two (2) total rabbits or hares within the City of Temple as pets (e.g., a person may not own as a pet one (1) rabbit and two (2) hares or two (2) rabbits and two (2) hares, etc.).

- (1) All rabbits must be kept in a clean, dry, sanitary, and odor-free cage.
- (2) Rabbits must not be kept within twenty-five (25) feet of any residence, excluding the residence of the animal's owner.
- (3) All rabbit feed must be stored in rodent-proof containers.

(b) Keeping of Swine. A person may not own any swine within the limits of the City of Temple, unless the swine are kept in a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural, except as otherwise provided by this Chapter.

- (1) The swine's pen or enclosure must be located a distance of at least five hundred (500) feet from any residence.
- (2) All pens and enclosures for swine must be kept in a clean and sanitary condition.
- (3) No swine may be permitted or allowed to have access to enter or to drink water from any public body of water, including a creek, stream, or lake, within the City.

(c) Keeping of miniature swine.

(1) Notwithstanding Subsection (b), above, a person may keep a miniature swine in the City in accordance with the provisions set forth below:

(A) The person obtains a miniature swine permit from the City for the swine and pays the applicable permit fee;

(B) The swine weighs no more than one hundred fifty (150) pounds;

- (C) The swine is kept indoors;
  - (D) The person keeps no more than two (2) swine per household;
  - (E) The person does not keep the miniature swine on the premises of a business open to the public;
  - (F) The miniature swine is spayed or neutered;
  - (G) The person provides to Animal Services a health certificate from a veterinarian documenting that the swine has been spayed or neutered;
  - (H) The person does not engage in the propagation or breeding of miniature swine within the City limits;
  - (I) The person keeps all areas in which the swine is kept in a clean and sanitary condition and cleaned of swine excrement daily;
  - (J) The person annually vaccinates the swine against erysipelas; and
    - (i) Miniature swine must receive their first vaccination against erysipelas before they are four (4) months of age;
  - (K) The person does not permit or allow the miniature swine to have access to enter or to drink water from any public body of water, including a creek, stream, or lake, within the City.
- (2) Animal Services may deny a person's request for a miniature swine permit if the requestor:
- (A) has been convicted of animal cruelty or dogfighting or convicted of violating any provision of this Chapter; or
  - (B) does not pay to the City the miniature swine permit fee.
- (3) Permit term.
- (A) A permit issued under this Section is valid for one year but may be revoked for violating any condition of the miniature swine permit or state or local law related to animals or becoming convicted of a crime as provided in Subsection (c)(2)(A), above. If Animal Services determines that any of the permit holder's swine pose a danger or are detrimental to the health, safety, or welfare of the public, the permit may also be revoked.
  - (B) A person wishing to renew a miniature swine permit must reapply at least thirty (30) days prior to the date of the permit's expiration. Failure to timely reapply may result in the permit renewal being denied.

- (4) The fee for the miniature swine permit will be set by resolution of the City Council.
- (5) If Animal Services revokes a miniature swine permit, Animal Services must notify the permittee by mailing or providing in person a written permit revocation notice with the following information:
  - (A) the permittee's miniature swine permit was revoked;
  - (B) the reason the miniature swine permit was revoked;
  - (C) the permittee has fifteen (15) days from the date the revocation notice is issued to remove the swine from where they are currently being held to a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural or outside the City limits, unless the permittee timely appeals the permit revocation; and
  - (D) the permittee has the right to appeal the permit revocation.
- (6) If Animal Services revokes the permittee's miniature swine permit, the permittee will have fifteen (15) days from the date the revocation notice is issued to remove the swine from where they are currently being held to a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural or outside the City limits, unless the permittee timely appeals the permit revocation. Failure of a permittee to timely remove the swine as required by this Subsection is unlawful.
- (7) The appeals procedure provided in Subsections 6-61(l)-(r) and Subsections 6-61(t)-(u) will apply to appeals of the revocation of a miniature swine permit.
- (8) If the hearing officer sustains the miniature swine permit revocation or modifies the conditions of the miniature swine permit, the appellant must remove the swine from where they are currently being held to a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural or outside the City limits or come into compliance with the modified conditions of the miniature swine permit ordered by the hearing officer, as applicable, within the period specified by the hearing officer. Failure to do so is an offense.

(d) Regulations to owning livestock and fowl.

- (1) A person may not keep any horses, mules, donkeys, cattle, goats, or sheep, or guinea fowl, peacocks, chickens, turkeys, geese, ducks, pigeons, or other fowl ~~own any horses, mules, donkeys, cattle, goats, sheep, or other livestock, excluding swine, or guinea fowl, peacocks, chickens, turkeys, geese, ducks, pigeons, or other fowl kept~~ in any pen, yard, enclosure, barn, building, structure, or other place ~~location~~ within the City that is located less of Temple unless such location ~~is no less than one hundred fifty (150) feet from the residence of any person, other than the animal's owner, on, excluding the residence of the animal's owner.~~

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(A) All locations in which these animals are kept must be kept in a clean and sanitary condition.

(2) ~~Regardless of Subsection (d)(1),~~ ~~Notwithstanding Subsection (d)(1),~~ above, a person may keep up to a maximum of ~~own no more than six (6) hens, defined as female domestic chickens,~~ within the City if the pen, coop, or other enclosure for housing the hens is no less than fifty (50) feet from the nearest residence, excluding the residence of the animal's owner, provided the following conditions are met:

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(A) the hens are only kept in a back yard;

(B) the pen, coop, or other enclosure in which the hens are kept is clean, secure, ventilated, large enough for the hens to move freely, and meets any applicable City standards or permit requirements;

(C) all locations in which the hens are kept are maintained in a clean and sanitary condition; and

(D) the hens do not pose a health hazard.

~~(3) The exception to the distance requirements required in Subsection (d)(1) for the keeping of hens under Subsection (d)(2) does not apply to roosters.~~

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(3) Subsection (d)(2), above, does not apply to roosters, defined as male domestic chickens.

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(e) Bees. A person may not maintain or keep any beehives in any pen, yard, enclosure, barn, building, structure, or other location that is located less than three hundred (300) feet of the residence of any person other than the person maintaining or keeping the beehives.

(1) A person maintaining or keeping any beehives must provide a source of water to a colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.

(f) Subsections (a)-(e), above, do not apply, if the person meets any of the ~~exceptions~~ affirmative defenses provided in Sec. 6-52(b) or any of the of the following affirmative defenses ~~exceptions~~:

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(1) the animal ~~is~~ is being kept, harbored, or used in the course of medical, educational, or scientific research and such research complies with all applicable local, state, and federal laws and regulations;

(2) the animal is part of a ~~circuses, traveling shows, zoos, and or~~ auctions operating under a permit or sanction of the City and such operation complies ~~complying~~ with all applicable local, state, and federal laws and regulations;

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- (3) the animals, because of injury or age, requires temporary care, provided that the animal is kept for not more than thirty (30) days and is not kept or raised for sale, barter, or consumption and is not a prohibited animal; or
  - (4) the animals ~~are~~ is domesticated and marketable for human consumption, such as baby chickens, rabbits, pigeons, and ducks, and ~~are~~ is kept at an established place of business dealing in farm and ranch supplies and such business complies with all applicable local, state, and federal laws and regulations.
- (g) A person may not keep or harbor any animal, including fowl, in a pen, cage, or enclosure in, near, or on a public body of water, including a creek, stream, or lake, within the City and permit drainage of fecal matter or urine from such pen, cage, or enclosure into the body of water.
- (h) It is unlawful to violate any provision of this Section.

**Sec. 6-55. Prohibited animals.**

It is unlawful for a person to sell, offer for sale, trade, keep, own, harbor, use, or have in a person's possession or on property under such person's control any prohibited animal unless that person is exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, Texas Health and Safety Code, as amended.

**Sec. 6-56. Injury and destruction of wild birds.**

Any person who kills or injures any wild bird, removes the eggs or young from the nest of a wild bird, or in any manner destroys the eggs or young of a wild bird, except as authorized under local, state, and federal law, commits an offense.

**Sec. 6-57. Humane traps.**

- (a) A person may set up, allow, or cause to be set up humane traps used to capture dogs, cats, and other animals alive on their own property.
- (b) A person may not set up or cause to be set up a humane trap outside of their own property without the consent of the owner of the property on which trap is set.
- (c) A person setting up or allowing humane traps to be set up on his property must check the traps at least once every eight (8) hours during the hours of 8 a.m. to 10 p.m. The person must provide humane care to any trapped animals including the provision of food, water, and protection from extremes of the environment including heat, cold, and precipitation.
- (d) A person who has set up or caused to be set up a humane trap must notify Animal Services as soon as they become aware that an animal is caught in the trap.

- (e) It is unlawful for a person not to comply with this Section.

**Sec. 6-58. Tampering with traps.**

- (a) It is unlawful for any person to tamper with, destroy, damage, spring, or cause to malfunction any trap set by the City or to release any animal from any such trap.
- (b) The City may assess the cost of a repair or replacement against a person who damages or destroys a trap owned by the City.

**Sec. 6-59. Dangerous traps.**

- (a) No person may set up or allow to be set up on their property within the City limits steel jaw traps, spring traps with teeth or perforated edges on the holding mechanism, snares, or any type of trap with a holding mechanism designed in such a fashion as to reasonably ensure the cutting, slicing, tearing, or otherwise traumatizing of the entrapped prey, unless the use of such trap is specifically deemed necessary by Animal Services. This Section is not to be construed to include those traps designed to kill common rodents, e.g., rats, mice, gophers and groundhogs, except that the owner is responsible for taking care that any of the above said "rodent" traps are not placed or used on or about their property in such a manner as to reasonably ensure the trapping of any other domesticated or wild animal, or of a human.
- (b) It is unlawful for a person to fail to comply with this Section.
- (c) It will be a rebuttable presumption that the person owning, leasing, occupying, or controlling the property on which a trap prohibited under Subsection (a), above, was located set up the trap.

**Sec. 6-60. Limitation on number of dogs and cats.**

- (a) A person may own up to three (3) dogs and three (3) cats, plus a litter of puppies and a litter of kittens, if the litters are younger than three (3) months.
- (b) A person may keep or harbor more dogs and cats than allowed under Subsection (a), if the person:
  - (1) meets any of the affirmative defenses~~exceptions~~ provided in Subsection 6-52(b) or 6-54(f); or
  - (2) has a valid multi-pet permit issued to them under Sec. 6-61 and is compliant with its terms.

**Sec. 6-61. Multi-pet permit.**

- (a) A person must make a written request to Animal Services to own on any one property within the City limits, and over which a person has control, more dogs or cats than allowed under Sec. 6-60.

- (b) In a written request for a multi-pet permit, the requestor must provide to the City the requestor's name, address, and telephone numbers and the number, gender, sterilization status, size, and species of dogs and cats currently housed on the property and that will be housed on the property, the number of dogs and cats the requestor is asking to keep at the property, information on the type and size of the property and any residence on the property where the animals will be kept, the area the animals will be kept, and the distance that area is from abutting residences.
- (c) The requestor must allow Animal Services to inspect the area in which the animals will be kept and, for animals currently owned, the animals themselves.
- (d) The requestor must demonstrate that they are able to properly care for the number of the animals requested without the animals creating noise or odor nuisances or otherwise creating a public nuisance and that they can properly provide and care for the dogs or cats, including providing clean water, adequate shelter, species-specific food, and proper veterinary care.
- (e) Animal Services may deny a person's request for a multi-pet permit if the requestor:
  - (1) has not met the requirements of Subsections (a)-(d) above;
  - (2) has been convicted of animal cruelty or dogfighting or convicted for violating any provision of this Chapter;
  - (3) does not currently have all dogs and cats currently on the property vaccinated and all requested animals to be kept on the property vaccinated in accordance with this Chapter; or
  - (4) does not pay to the City the multi-pet permit fee.
- (f) If Animal Services determines that an applicant is not able to properly care for the number of dogs or cats requested without the creation of a noise or odor nuisance or without being detrimental to the health, welfare, or safety of the requestor, the public, or the animals, Animal Services may modify the request and approve the keeping of more than the number of dogs and cats allowed under Sec. 6-60, but fewer than the number requested, or may deny the request for a multi-pet permit.
- (g) A person issued a multi-pet permit must comply with any conditions deemed necessary by Animal Services, which may include, but are not limited to:
  - (1) notifying Animal Services in writing prior to changing addresses, moving permitted animals to new locations, or transferring ownership of the permitted animals;
  - (2) complying with this Chapter and all other local and state laws, rules, and regulations related to animals;
  - (3) allowing Animal Services to inspect the property, residence, structure, or other location in which the permitted animals are kept or harbored;

- (4) sterilizing all permitted dogs and cats unless the dog or cat qualifies for a certified medical exemption by a veterinarian or is under six (6) months old;
  - (5) not owning any more than the number of animals allowed under the multi-pet permit; and
  - (6) complying with all other reasonable conditions placed upon the permittee by Animal Services.
- (h) Permit term.
- (1) A permit issued under this Section is valid for one year but may be revoked for violating any condition of the permit or state or local law related to animals or becoming convicted of a crime as provided in Subsection (e)(2). If Animal Services determines that any of the permittee's dogs are dangerous or aggressive, the permit may also be revoked.
  - (2) A person wishing to renew a multi-pet permit must reapply at least thirty (30) days prior to the date of the permit's expiration. Failure to timely reapply may result in the permit renewal being denied.
- (i) The fee for the multi-pet permit will be set by resolution of the City Council.
- (j) If Animal Services revokes a multi-pet permit, Animal Services must notify the permittee by mailing or serving in person a written permit revocation notice with the following information:
- (1) the permittee's multi-pet permit was revoked;
  - (2) the reason the permittee's multi-pet permit was revoked;
  - (2) the permittee has fifteen (15) days from the date the revocation notice is issued to come into compliance with the number of dogs or cats allowed under Sec. 6-60 unless the permittee timely appeals the permit revocation; and
  - (3) the permittee has the right to appeal the permit revocation.
- (k) If Animal Services revokes the permittee's multi-pet permit, the permittee will have fifteen (15) days from the date the revocation notice is issued to come into compliance with the number of dogs or cats allowed under Sec. 6-60, unless the permittee timely appeals Animal Services' permit revocation. Failure of a permittee to come into compliance with Sec. 6-60 within this period as provided by this Subsection is unlawful.
- (l) If the permittee wishes to appeal their permit revocation, they must file a written appeal of the permit revocation with Animal Services on or before the fifteenth (15<sup>th</sup>) day after the revocation notice is issued. If no timely appeal is received by Animal Services within this period, the permit revocation will be final.



- (m) A hearing on an appeal under this Section will be held within ten (10) days of the date the appeal was filed.
- (n) Notice of the hearing must be given to the appellant at least seventy-two (72) hours in advance of the hearing, unless the appellant waives their right to notice. Notice of a hearing must also be given to Animal Services at least seventy-two hours in advance of the hearing date unless they waive their right to notice.
- (o) If the permittee fails to appear at the permit revocation hearing, the permit revocation will be final.
- (p) After the hearing, the hearing officer must make a written determination to sustain the multi-pet permit revocation, rescind the multi-pet permit revocation, or rescind the permit revocation and modify the conditions of the multi-pet permit.
- (q) The burden of proof in an appeal will be upon the permittee as to why the multi-pet permit should not be revoked. This burden may be met by a preponderance of evidence.
- (r) At the hearing, the hearing officer is not restricted to the rules of evidence applicable in a court of law but may rely upon the evidence which a reasonable person would rely upon in reaching a decision. Any person having knowledge of relevant or material facts will be allowed to appear and testify.
- (s) If the hearing officer sustains the multi-pet permit revocation or modifies the conditions of the multi-pet permit, the appellant must come into compliance with the number of cats and dogs allowed under Sec. 6-60 or the modified conditions of the multi-pet permit ordered by the hearing officer, as applicable, within the period specified by the hearing officer. Failure to do so is an offense.
- (t) A hearing officer's decision is final and non-appealable.
- (u) Revocation of a permit will not result in the refund of any multi-pet permit fee.

**Sec. 6-62. Guard dogs; warning signs required.**

It is unlawful for any person to leave any guard dog unattended in any place inside any building unless a warning sign has been placed in a clearly visible location on the property, located so that it can be seen by any person before entering the place to which the dog has access, warning that a guard dog is present. It is unlawful for any person to leave any guard dog unattended in any place outside a building except in a fenced yard, with a fence adequate to prevent the dog from leaving the property, and with a warning sign placed in a clearly visible location on the property, located so that it can be seen by any person before entering the area to which the dog has access, warning that a guard dog is present

**Secs. 6-63 - 6-75. Reserved.**

## **ARTICLE VII. DANGEROUS DOGS**

### **Sec. 6-76. State law; authority.**

- (a) The provisions of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, are incorporated into this Article, and a violation of any provision of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, is an offense under this Article.
- (b) Animal Services will serve as the animal control authority for the City for purposes of administering and enforcing this Article and Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended.
- (c) Seizure, impoundment, and humane destruction of a dog that has caused death or serious bodily injury to a person is governed by Subchapter A, Chapter 822 of the Texas Health and Safety Code, as amended.
- (d) The City hereby elects to be governed by Section 822.0422 of the Texas Health and Safety Code, as amended.

### **Sec. 6-77. Owner notification of dangerous dog determination.**

- (a) An owner is deemed to have been notified by the animal control authority of a dangerous dog determination:
  - (1) for personal service, on the date that the determination was provided to the owner; and
  - (2) for mail, three (3) days after the date the determination was deposited in the mail or given to the carrier.

### **Sec. 6-78. Impounded dangerous dogs.**

- (a) An impounded dog determined by Animal Services to be dangerous must remain impounded, or confined at a location approved by Animal Services, and may not be released to the owner until the owner pays all costs and fees related to seizure, quarantine, and impoundment of the dog and complies with all requirements for ownership of a dangerous dog set forth in this Article and Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended.
- (b) Animal Services may extend the thirty (30) day compliance period by written request of the owner if documentation of the need for an extension is provided (e.g. building permits, building plans, building contracts, correspondence from insurance company, veterinary letters). During the extension period the dog must remain in the custody of Animal Services and impoundment fees will continue to accrue.

### **Sec. 6-79. Requirements for ownership of a dangerous dog.**

(a) In addition to complying with the requirements of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, a dog owner must no later than the thirtieth (30<sup>th</sup>) day after the date the dog owner learns that they are the owner of a dangerous dog:

- (1) have an unsterilized dangerous dog spayed or neutered;
- (2) register the dangerous dog with the City and pay to the City an annual dangerous dog registration fee;
- (3) keep their dangerous dog under restraint in a manner approved by Animal Services at all times;
- (4) obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control authority for the area in which the dog is kept;
- (5) when taken outside of its enclosure, securely muzzle the dangerous dog in a manner that will not cause injury to the dog or interfere with its vision or respiration. The muzzle must prevent the dangerous dog from biting any person or animal;
- (6) place and maintain on the dangerous dog a collar or harness with a current dangerous dog registration tag securely attached to it;
- (7) have the dangerous dog injected with a microchip implant and registered with a national registry for dogs;
- (8) post a legible "Dangerous Dog" sign on all sides of the secure enclosure where the dog is kept that must be purchased from Animal Services; and
- (9) comply with all other requirements of this Chapter.

**Sec. 6-80. Annual registration of dangerous dog.**

A dangerous dog owner must annually register a dangerous dog with Animal Services as provided under Section 822.043, Texas Health and Safety Code, as amended.

**Sec. 6-81. Registration.**

- (a) Registration by new owner. If a person becomes the new owner of a dog determined to be dangerous and keeps or harbors a dog determined to be dangerous within the City limits, the new owner must register the dangerous dog with Animal Services within fourteen (14) calendar days after the date the new owner assumes custody or control over the dangerous dog.

- (b) Validation of re-registration. A re-registration by a new owner or an owner moving from another jurisdiction will be valid only for the time remaining on the prior registration.

**Sec. 6-82. Dangerous dog notifications.**

- (a) The owner of a dangerous dog must notify Animal Services within twenty-four (24) hours if the dangerous dog is at large, unconfined, has attacked a human being or another domestic animal, has died, or has been sold or given away.
- (b) An owner of a dangerous dog must comply with all requirements of Section 822.043(c), Texas Health and Safety Code, as amended, if the owner sells, gives away, or moves the dog to a new address. Upon selling, giving away, or moving the registered dangerous dog to a new address, that owner must notify the new owner(s) of the dog, if any, that the dog has been determined dangerous.

**Sec. 6-83. Violations.**

- (a) A person who owns a dangerous dog commits an offense if the person fails to comply with any section of this Article or any state law related to dangerous dogs.
- (b) It is a violation of this Article for any person to refuse or fail to deliver a dog subject to this Article to Animal Services or harbor, hide or secrete, or transport or secure the transport of a dog subject to this Article to prevent its impoundment.

**Secs. 6-84 - 6-91. Reserved.**

**ARTICLE VIII. AGGRESSIVE DOGS**

**Sec. 6-92. Aggressive dog determination.**

- (a) Animal Services has the authority to determine whether any dog is an aggressive dog, as defined by this Chapter. This determination must be based upon an investigation that includes observation and testimony about the dog's behavior on the date of the incident, including the owner's control of the dog, and any other relevant evidence as determined by Animal Services. Observations and testimony can be provided by an Animal Services officer or by other witnesses who personally observed the dog's actions on the date of the incident. Animal Services officers and other witnesses must sign an affidavit attesting to the observed actions on the date of the incident and agree to provide testimony regarding the dog's actions on the date of the incident if necessary.
- (b) Animal Services has the discretionary authority to refrain from determining a dog is an aggressive dog, even if the dog meets the definition of an aggressive dog, based upon relevant circumstances.

- (c) Animal Services may seize and impound the dog, at the owner's expense, pending investigation and determination of whether the dog is an aggressive dog. If the owner of the dog has not been located before the fifteenth (15<sup>th</sup>) day after seizure and impoundment, the dog will become the sole property of the City and is subject to disposition as Animal Services deems appropriate.
- (d) At the conclusion of the investigation required by this Section, Animal Services must:
  - (1) determine that the dog is not aggressive and, if the dog was impounded, release the dog to its owner and may waive the costs and fees related to the seizure, quarantine, and impoundment; or
  - (2) determine that the dog is aggressive and order the owner to comply with the requirements of ownership of an aggressive dog set forth in this Article, and if the dog is impounded, release the dog to its owner after compliance with all the applicable requirements of Subsection (g) of this Section.
- (e) If a dog is determined to be an aggressive dog, Animal Services must notify the dog owner in writing in person or by mail:
  - (1) that the dog has been determined to be an aggressive dog;
  - (2) what the owner must do to comply with the requirements for ownership of an aggressive dog and to reclaim the dog, if impounded; and
  - (3) that the owner has the right to appeal the aggressive dog determination.
- (f) An owner is deemed to have been notified by Animal Services of an aggressive dog determination:
  - (1) for personal service, on the date that the determination was provided to the owner; and
  - (2) for mail, three (3) days after the date the determination was deposited in the mail or given to the carrier.
- (g) An impounded dog determined by Animal Services to be aggressive must remain impounded or confined at a location approved by Animal Services and may not be released to the owner until the owner pays all costs and fees related to the seizure, quarantine, and impoundment of the dog and complies with all requirements for ownership of an aggressive dog set forth in this Article.
- (h) If the owner of an impounded dog has not complied with Subsection (g) of this Section within thirty (30) days after the dog is determined to be aggressive and no appeal of the determination is timely filed, the dog will become the sole property of the City and is subject to disposition as Animal Services deems appropriate.

**Sec. 6-93. Appeals.**

- (a) If under Sec. 6-92, Animal Services determines that a dog is aggressive, the determination is final unless the dog owner files a written appeal with the municipal court within fifteen (15) days after the date of being notified that a dog owned by the owner was determined to be an aggressive dog.
- (b) The owner of a dog determined to be aggressive must, during the course of an appeal if the dog is not impounded, keep the dog on a leash in the direct physical control of a person or in a secure enclosure approved by Animal Services. Failure to comply with this Subsection is an offense.
- (c) To file an appeal under Subsection (a), the owner must:
  - (1) file a notice of appeal of Animal Services' determination with the City's municipal court;
  - (2) attach a copy of the determination from Animal Services; and
  - (3) serve a copy of the notice of appeal on Animal Services by mailing notice.
- (d) This hearing is a civil proceeding. The City's municipal court may only reverse Animal Services' determination if the court finds the decision arbitrary or capricious or characterized by an abuse of discretion.
- (e) If the municipal court reverses Animal Services' determination that the dog is an aggressive dog and the dog is impounded, the Court will order Animal Services to release the dog to its owner.
- (f) If the municipal court affirms Animal Services' determination that the dog is an aggressive dog, the court must order Animal Services to seize and impound the dog and issue a warrant authorizing this seizure, or if the dog is already impounded, order the dog to remain impounded. The court may not order the release of the dog from impoundment until the owner complies with Sec. 6-94 and any additional requirements as deemed appropriate by the court within a period determined by the court. Failure to comply with the court's additional requirements, if any, and Sec. 6-94 within the period determined by the court will result in the aggressive dog becoming the sole property of the City and being subject to disposition as Animal Services deems appropriate.
- (g) The owner of a dog must pay any costs and fees related to the seizure, impoundment, or destruction of the dog, unless these costs are waived by the court.
- (h) The decision of the municipal court will be final and non-appealable.

**Sec. 6-94. Requirements for ownership of an aggressive dog.**

- (a) An owner of an aggressive dog must no later thirty (30) days after the dog is determined to be aggressive:
  - (1) have an unsterilized aggressive dog spayed or neutered;

- (2) register the aggressive dog with Animal Services and pay to Animal Services an aggressive dog registration fee;
  - (3) keep their aggressive dog under restraint in a manner approved by Animal Services at all times;
  - (4) when taken outside of its the enclosure, securely muzzle the dog in a manner that will not cause injury to the dog or interfere with its vision or respiration. The muzzle must prevent the aggressive dog from biting any person or animal;
  - (5) place and maintain on the aggressive dog a collar or harness with a current aggressive dog registration tag securely attached to it;
  - (6) have the aggressive dog injected with a microchip implant and registered with a national registry for dogs;
  - (7) post a legible "Aggressive Dog" sign on all sides of the secure enclosure where the dog is kept that must be purchased from Animal Services; and
  - (8) comply with all other requirements of this Chapter.
- (b) The owner of the aggressive dog must renew the registration of the aggressive dog with Animal Services annually and pay an annual aggressive dog registration fee at renewal.
- (c) A person commits an offense if they fail to comply with any requirement of this Section.

**Sec. 6-95. New owner registration; new dog in City jurisdiction registration.**

- (a) Registration by New Owner. If a person becomes the new owner of an aggressive dog and keeps or harbors the dog within the City limits, the owner must register the aggressive dog with Animal Services within fourteen (14) calendar days after the date the new owner assumes custody or control over the aggressive dog.
- (b) Re-registration. When the owner of an animal who has registered a dog as aggressive or vicious in another jurisdiction moves into the City limits, they must register the dog with Animal Services within fourteen (14) days of living within the City's jurisdiction.
- (c) Validation of Re-registration. A re-registration by a new owner or an owner moving from another jurisdiction will be valid only for the time remaining on the prior registration.

**Sec. 6-96. Attack by an aggressive dog; non-compliance with requirements; hearing.**

- (a) If a previously determined aggressive dog makes an unprovoked attack on a domestic animal outside of the dog's enclosure and injures or kills the domestic animal, Animal Services may seize and

impound the aggressive dog, at the owner's expense, pending a hearing before the municipal court in accordance with this Section.

- (b) Upon receipt of a report by any person, including Animal Services, of an attack described in Subsection (a) or on the application to the court by a person that an owner of an aggressive dog has failed to comply with Sec. 6-94, the municipal court will conduct a hearing to determine whether the aggressive dog committed such an attack or if the owner of the aggressive dog failed to comply with Sec. 6-94. The hearing must be conducted within thirty (30) days after receipt of the report or application, but if the dog is already impounded, not later than ten (10) days after the date on which the dog was seized. The municipal court will provide, by mail, written notice of the date, time, and location of the hearing to the owner of the aggressive dog and the complainant. Any interested party may present evidence at the hearing.
- (c) At the conclusion of the hearing, the court may:
  - (1) find that the aggressive dog did commit an attack described in Subsection (a); and order Animal Services to seize and impound the dog if the dog is not already impounded; if so ordered, the aggressive dog will become the sole property of the City and will be subject to disposition as Animal Services deems appropriate;
  - (2) find that the aggressive dog did not commit an attack described in Subsection (a); and order Animal Services to release the dog to its owner if the dog is impounded;
  - (3) find that the aggressive dog owner failed to comply with Sec. 6-94 and order the dog to be seized and impounded by Animal Services and:
    - (A) order the dog to remain impounded until the owner complies with Sec. 6-94 and any additional requirements as deemed appropriate by the court within a period determined by the court; or
    - (i) failure to comply with the requirements of Sec. 6-94 and by of the court within the period determined by the court will result in the aggressive dog becoming the sole property of the City and being subject to disposition as Animal Services deems appropriate;
    - (B) order Animal Services to seize and impound the dog if the dog is not impounded; ~~and if so ordered,~~ the aggressive dog will become the sole property of the City and will be subject to disposition as Animal Services deems appropriate; or
  - (4) find that the aggressive dog owner did not fail to comply with requirements of Sec. 6-94 and order Animal Services to release the dog to its owner if the dog is impounded.
- (d) The owner of a dog must pay the costs and fees related to the seizure, quarantine, and impoundment of the dog, unless these costs or fees are waived by the court.
- (e) The decision of the municipal court will be final and non-appealable.



- (f) If a dog commits an act by a dangerous dog under the dangerous dog definition of this Chapter, the dangerous dog determination process outlined in Article VII of this Chapter applies.

**Sec. 6-97. Aggressive dog owner notifications.**

- (a) The owner of an aggressive dog must notify Animal Services within twenty-four (24) hours if the aggressive dog is at large, unconfined, has attacked a human being or another domestic animal, has died, or has been sold or given away.
- (b) If an owner of an aggressive dog sells, gives away, or moves the dog to a new address, the owner, no later than the fourteen (14th) day after the date of the sale, gift, or move, must notify Animal Services. Upon selling, giving away, or moving the registered aggressive dog to a new address, that owner must notify the new owner(s) of the dog, if any, that the dog has been determined aggressive.

**Sec. 6-98. Attack by an aggressive dog; criminal penalty.**

- (a) A person commits an offense if the person is the owner of an aggressive dog, and the dog makes an unprovoked attack on a person or domestic animal outside of the animal's enclosure and causes bodily injury to the person or domestic animal.
- (b) If a person is found guilty of an offense under this Section, the court may order the owner of an aggressive dog to comply with additional requirements as deemed appropriate by the court.

**Sec. 6-99. Violations.**

- (a) A person who owns an aggressive dog commits an offense if the person fails to comply with the requirements of owning an aggressive dog found in this Article and any additional requirements imposed by the municipal court, if applicable.
- (b) It is a violation of this Article for any person to refuse or fail to deliver a dog subject to this Article to Animal Services or harbor, hide or secrete, or transport or secure the transport of a dog subject to this Article to prevent its impoundment.

**Sec. 6-100. Defenses; aggressive dogs.**

- (a) It is a defense to prosecution under this Article that the person is a veterinarian, a licensed police officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the dog in connection with that position; provided, however, that for any person to claim a defense under this Section, such person must be acting within the course and scope of their official duties with regard to the aggressive dog.

- (b) It is a defense to prosecution under this Article that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this section, such person must be acting within the course and scope of their official duties with regard to the aggressive dog.
- (c) It is a defense to prosecution under this Chapter that the person is a dog trainer or an employee of a guard dog company under Chapter 1702, Occupations Code; provided, however, that for any person to claim a defense under this Section, such person must be acting within the course and scope of their official duties with regard to the aggressive dog.
- (d) It is a defense to prosecution under this Article that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

## **ARTICLE IX. ENFORCEMENT**

### **Sec. 6-101. Criminal prosecution.**

- (a) It is unlawful for any person to intentionally, knowingly, recklessly, or with criminal negligence commit a prohibited act or fail to perform a required act as required by this Chapter or violate any provision of this Chapter. Each day a violation under this Chapter exists, each separate animal, and each condition in violation of any provision of this Chapter will constitute a separate offense.
- (b) Upon conviction of a violation committed under this Chapter, the maximum amount a person may be fined per a violation is two thousand dollars (\$2000.00). A person may be fined not less than one hundred dollars (\$100.00) for a first conviction under this Chapter. In the event a defendant has been convicted once previously under this Chapter, the defendant may be fined an amount not less than two hundred dollars (\$200.00) and not less than three hundred dollars (\$300.00) for a third conviction and for each conviction thereafter.

### **Sec. 6-102. Civil Remedies.**

- (a) The City may seek a warrant or order from a court of competent jurisdiction to enforce this Chapter, pursuant to all applicable local, state, and federal laws.
- (b) Prosecution for an offense under Sec. 6-101, or any other provision of this Chapter or state or local law, does not prevent the use of civil enforcement remedies or procedures applicable to enforcement of this Chapter.

## **Chapter 6**

### **ANIMALS**

#### **ARTICLE I. IN GENERAL**

##### **Sec. 6-1. Animal Services Division established.**

To protect the public health and welfare, to provide for the public safety, to promote a safe and healthy environment for both animals and people, and to more effectively control, regulate, and provide for animals within the City of Temple, the Animal Services Division is established (hereinafter called "Animal Services"). Animal Services will consist of upper level management and their designees, including Animal Services officers, and all others designated by the City Manager. The Temple Police Department will oversee Animal Services.

##### **Sec. 6-2. Enforcement.**

- (a) The provisions of this Chapter may be enforced by Animal Services, the Temple Police Department, and any other persons designated by the City Manager. The City Manager and the Chief of Police have the authority to designate hearing officers to hear appeals under this Chapter.
- (b) In carrying out their official duties, Animal Services officers and police officers have the authority to protect themselves, to protect a third person, and to protect any animal from attack or threat of imminent bodily injury and to prevent any animal from enduring further pain or suffering due to disease or injury.
- (c) It is unlawful for any person to interfere with, obstruct, resist, or oppose any Animal Services officer, police officer, or other person authorized to enforce provisions of this Chapter while such person is apprehending an animal or performing any other duties as required for the enforcement of this Chapter or other state or local law. It is unlawful to take or attempt to take any animal from a vehicle used by the City or its designee to transport any animal or take or attempt to take any animal from a City animal shelter or other kennel or confinement area used to impound an animal.
- (d) It is unlawful for a person to make a false complaint or a false report of an alleged violation under this Chapter.

##### **Sec. 6-3. Definitions.**

For the purposes of this Chapter, and as used herein, the following terms will have the meanings as given in this Section:

Aggressive dog. A dog that:

- (a) makes an unprovoked attack on another domestic animal that causes bodily injury to that animal and occurs in a place other than an enclosure in which the dog was being kept;
- (b) on more than one occasion, when unprovoked, bites one or more persons who were lawfully inside the dog's enclosure;
- (c) repeatedly attempts, successfully or unsuccessfully, to climb over, dig under, chew through, break or otherwise escape from its enclosure in an attempt to attack, chase, or harass a person or another domestic animal;
- (d) commits unprovoked acts in an enclosure in which the dog was being kept, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (e) commits unprovoked acts in a place other than an enclosure in which the dog was being kept, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to another domestic animal.

Animal. Any living, vertebrate creature, domestic or wild, other than a human.

At large. Any animal not under restraint as defined by this Section. An animal inside a vehicle parked in a public place will be considered at large unless it is restrained in such a manner that it cannot exit the vehicle on its own volition.

Bodily injury. Physical pain, illness, or any impairment of physical condition.

Cat. A commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

Chief of Police. The chief of the City of Temple Police Department (Temple Police Department) and their designees.

City. The City of Temple, Texas, the City Council of Temple, Texas, or its representatives, employees, agents, and designees.

City animal shelter. An impound or adoption services facility owned, operated, leased, or contracted for by the City.

City Council. The City's elected governing body.

City Manager. The City's city manager or their designee.

Dangerous dog. A dog that:

- (a) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (b) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

**Dog.** A commonly domesticated member of the Canidae (canine) family, other than a wolf, jackal, fox, dingo, coyote, or other prohibited animal.

**Domestic animal.** Includes livestock, caged or penned fowl, other than birds of prey, and normal household pets, including, but not limited to, cats and dogs, ferrets, rabbits, cockatiels, parakeets, hamsters, guinea pigs, gerbils, fish, or small, non-poisonous reptiles, snakes, or amphibians.

**Fowl.** A bird of any kind.

**Guard dog.** Any dog which has been trained for the purpose of protecting property by a guard dog company which is required to be licensed pursuant to Tex. Occ. Code Ch. 1702, as amended.

**Handle.** Having charge, care, custody, or control of an animal.

**Harbor.** To feed, shelter, protect, provide for, care for, bear the expense of, or otherwise maintain an animal.

**Hen.** A female domestic chicken.

**Impoundment fee.** The fee charged for the impoundment of animals impounded under Sec. 6-9 (Cruelty to Animals), Article VII (Dangerous Dogs), or Article VIII (Aggressive Dogs) of this Chapter.

**Livestock.** Includes, regardless of age, sex, or breed, horses and all equine species, including mules, donkeys and jackasses; cows and all bovine species; sheep and all ovine species; llamas; goats and all caprine species; and pigs and all porcine species.

**Keep.** To retain on a property by any means, control, own, or have custody or possession of an animal.

**Miniature swine.** Any breed of swine weighing one hundred fifty (150) pounds or less at full maturity.

**Owner.** Any person who owns, shelters, keeps, handles, harbors, or has temporary or permanent custody of an animal, or who knowingly allows an animal to remain on any property over which the person has control.

**Person.** Any natural person, corporation, partnership, association, firm, or legal entity.

Pet. Any animal kept for pleasure or companionship rather than utility or as a service or emotional support animal.

Prohibited animal.

- (a) Any wild or exotic animal or any animal not normally born and raised in captivity, including, but not limited to, the following:
  - (1) a dangerous wild animal as defined by Section 822.101 of the Texas Health and Safety Code, as amended;
  - (2) reptiles: venomous lizards, venomous snakes, crocodiles, alligators, caimans, and gharials;
  - (3) mammals:
    - (A) felines (such as lions, tigers, bobcats, jaguars, leopards, pumas, and cougars), except commonly domesticated cats;
    - (B) canines (such as wolves, dingos, coyotes, foxes, and jackals and any hybrid of a canine, including hybrids of canines and commonly domesticated dogs), except commonly domesticated dogs;
    - (C) mustelids (such as weasels, skunks, martins, minks, badgers, and otters), except ferrets;
    - (D) procyonids (such as raccoons and coati);
    - (E) bears;
    - (F) marsupials (such as kangaroos, opossums, koala bears, wallabies, bandicoots, and wombats);
    - (G) bats;
    - (H) sloths, anteaters, armadillos, and related species;
    - (I) elephants;
    - (J) primates (such as monkeys, chimpanzees, orangutans, and gorillas);
    - (K) rodents (such as beavers and porcupines), except commonly domesticated rodents kept as pets including hamsters, gerbils, guinea pigs, rats, mice, and chinchillas; and
  - (4) amphibians: poisonous frogs.
- (b) This term does not include livestock, fowl, or normal household pets, such as, but not limited to, dogs, cats, cockatiels, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish, or small, non-poisonous reptiles, snakes, or amphibians.

Properly fitted collar. A collar that measures the circumference of an animal's neck plus at least one inch.

Properly fitted harness. A harness that is of an adequate size, design, and construction as appropriate for an animal's size and weight.

Public nuisance. A condition that is or threatens to be detrimental or dangerous to the public's health, safety, or welfare.

Quarantine fee. The fee charged for the quarantine of animals impounded under Sec. 6-41.

Reclamation fee. The fee for the reclamation of an impounded animal, except as otherwise provided by this Chapter.

Repeatedly at large animal. An animal that is at large more than four times in a one-year period.

Restraint. An animal either (a) kept in a secure enclosure; or (b) kept under the direct physical control of a responsible person by a leash, cord, or other type of lead and obedient to that person's commands.

Rooster. A male domestic chicken.

Serious bodily injury. An injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Shelter. A clean, sturdy, and dry structure with a roof and three (3) sides and an entryway that is protected from the elements and is large enough to allow the animal to stand erect, sit, turn around, and lie down in a normal manner.

Sterilization. Surgical or chemical treatment of the reproductive organs of a dog or cat to render the animal unable to reproduce.

Unprovoked means an action by a dog that is not:

- (a) in response to being tormented, abused, or assaulted by any person;
- (b) in response to pain or injury;
- (c) in protection of itself or its food, kennel, immediate territory, or nursing offspring; or
- (d) in response to an assault or attempted assault on a person.

Veterinarian. Any person duly licensed to practice veterinary medicine by the Texas State Board of Veterinary Medical Examiners.

Veterinary hospital, clinic, or office. Any establishment maintained and operated by a veterinarian for surgery, diagnosis of, and treatment of diseases and injuries of animals.

## **ARTICLE II. CARE AND CONTROL**

### **Sec. 6-4. Restraint; animals at large.**

- (a) All owners must keep their animals under restraint except as otherwise provided by this Section.
- (b) An animal is not at large, and is not required to be under restraint as provided by Subsection (a), above, if the animal is:
  - (1) on the premises of its owner's property and is under the immediate personal supervision and the control of a responsible person and obedient to that person's commands;
    - (A) the supervision and control requirements of Subsection (b)(1), above, do not apply if the animal is a cat and is on the premises of its owner;
  - (2) wearing a functioning electronic collar and is under the control of a responsible person and obedient to that person's commands;
  - (3) if a dog, in a designated dog park;
  - (4) accompanied by its owner or trainer at a bona fide animal show, field trial, or exhibition;
  - (5) a service animal in the performance of its duty under the Americans with Disabilities Act of 1990, 42 U.S.C.S. § 12101 et seq., as amended and is under the immediate control of a responsible person and obedient to that person's commands; or
  - (6) an animal used for law enforcement purposes by a law enforcement agency.
- (c) It is unlawful for an animal to be at large.
- (d) All animals at large are subject to impoundment by Animal Services. Animal Services officers, police officers, and their designees have the authority to impound at large animals as provided below:
  - (1) on public property, in all cases;
  - (2) on private property, if the consent of the resident or property owner is obtained;



(3) on private property, in all cases except fenced rear yards of residences, if the officer reasonably believes that the animal will run at large if not impounded, except for cats on the premises of their owner; and

(4) when authorized by appropriate courts of law.

#### **Sec. 6-5. Animal defecation.**

(a) If an animal defecates on any public or private property other than the property of its owner, the owner of the animal must immediately remove the feces and dispose of it as required by state and local law.

(b) Failure of an owner to comply with this Section is an offense under this Chapter.

#### **Sec. 6-6. Public nuisances.**

(a) Every owner is responsible for the behavior and conduct of their animal at all times. An owner must:

(1) prevent their animal from damaging or destroying public or private property other than the owner's private property;

(2) prevent their animal from causing noise that unreasonably disturbs or interferes with the peace, comfort, and quiet enjoyment of a neighboring person of ordinary sensibilities;

(3) restrain their animal while it is in heat;

(4) prevent their animal from chasing, attacking, or otherwise interfering with pedestrians or passersby, regardless of whether the animal is on the owner's property;

(5) prevent their animal from chasing, attacking, or otherwise interfering with a motor vehicle, bicycle, scooter, or other vehicle, regardless of whether the animal is on the owner's property;

(6) not tie or stake their animal within fifteen (15) feet of any street, sidewalk, park, or other public land when tied or staked on an open or unfenced property;

(7) not tie or stake their animal at a location or in a manner that allows the animal to graze on or reach public property; and

(8) prevent their animal from being repeatedly at large.

(b) Failure of an owner to comply with any of the duties listed in Subsection (a), above, is a public nuisance and an offense under this Chapter.

(c) If Animal Services determines that a public nuisance exists under this Chapter, or an owner is violating any other provision of this Chapter, Animal Services may, at its discretion, issue an order requiring

that the owner perform certain remedial requirements to remedy the nuisance or violation of this Chapter.

- (d) To appeal an order or decision of Animal Services made under this Section or Subsection 6-23(f), the owner of the animal at issue must file a written notice of appeal with Animal Services within fifteen (15) days of the date the order or decision was made. If the owner fails to timely file a proper appeal, the Animal Services' order or decision will be final.
- (e) A hearing on an appeal under this Section will be held within ten (10) days of the date the appeal was filed.
- (f) Notice of the hearing must be given to the appellant at least seventy-two (72) hours in advance of the hearing, unless the appellant waives their right to notice. Notice of a hearing must also be given to Animal Services at least seventy-two (72) hours in advance of the hearing date unless they waive their right to notice. If the appellant fails to appear at the hearing, the order or decision of Animal Services will be final.
- (g) The burden of proof in an appeal will be upon the appellant. This burden may be met by a preponderance of evidence.
- (h) At any hearing, the hearing officer is not restricted to the rules of evidence applicable in a court of law but may rely upon that evidence which a reasonable man would rely upon in reaching a decision. Any person having knowledge of relevant or material facts will be allowed to appear and testify.
- (i) Upon the close of the hearing, the hearing officer must issue a written statement of their findings and decisions, and may sustain, modify, or rescind Animal Services' order or decision. A hearing officer's decision will be final. A copy of this written statement will be sent to the appellant and to Animal Services within five (5) days of the date the statement is written.
- (j) All services of notice and statements under this Section must be provided to the owner in person or by mail.
- (k) Remedial measures.
  - (1) As provided by Subsection (c) or Sec. 6-23(f), Animal Services or a hearing officer may require an owner to take any of the below remedial measures:
    - (A) Leash. Securely leash the animal with a leash no longer than four feet in length and keep the animal in the physical control of a person eighteen (18) years of age or older when not securely confined indoors or in a kennel, pen, or fenced-in area. The animal may not be leashed to inanimate objects, such as trees, posts, buildings, etc.
    - (B) Muzzle. Muzzle the animal by a muzzling device sufficient to prevent the animal from biting persons or other animals when the animal is in a public place.

- (C) Secure Confinement. Securely confine the animal in a kennel, pen, or fenced-in area or repair or install a kennel, pen, or fence to securely confine the animal.
- (D) Relocation of confinement area. Relocate on their property the area where the animal is kept, so that the animal does not unreasonably disturb or interfere with the peace, comfort, or quiet enjoyment of a neighboring person of ordinary sensibilities.
- (E) Confinement indoors. Confine the animal indoors, prohibit the animal from being kept on a porch, patio, or part of a house or structure where the animal can exit on its own volition, or otherwise restrict the confinement of the animal so that the animal cannot escape from its confines.
- (F) Restitution. Pay restitution for damages or injury caused by the animal.
- (G) Training. Take the animal to training.
- (H) Spay or neuter. Spay or neuter the animal.
- (I) Animal enclosure. Provide a clean, safe, and healthy area in which the animal will be kept as required by this Chapter.
- (J) Removal from City. Require a prohibited animal to be removed from the City, unless the owner is exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, Texas Health and Safety Code, as amended.
- (K) Take other remedial requirements that under the circumstances Animal Services or a hearing officer finds will serve the interests of the owner in keeping the animal and promote the peace, safety, and welfare of the public as well as the health and welfare of the animal.
- (l) If remedial requirements are ordered under this Chapter, Animal Services or a hearing officer will state a time frame within which the owner must comply with the required actions. For good cause, the period to comply may be extended by Animal Services or the hearing officer.
- (m) Animal Services and a hearing officer have the authority to inspect the premises in which the owner's animal is kept at reasonable times to ensure continued compliance with the remedial requirements during the prescribed time frame provided by Subsection (l), above.
- (n) It is unlawful for an animal owner to violate or fail to comply with the remedial requirements ordered by a hearing officer or Animal Services under this Chapter.

**Sec. 6-7. Pens and enclosures; sanitary requirements; minimum cage size; overcrowding.**

- (a) An owner of any animal must maintain and keep all animal cages, pens, coops, kennels, fenced-in areas, and other enclosures of any kind in a sanitary condition. The owner must:
  - (1) promptly dispose of all animal wastes;
  - (2) keep the enclosures clean and free from noxious odors; and
  - (3) keep the enclosures free of flies, mosquitoes, ticks, fleas, and other vectors as feasible.
- (b) Cages, pens, coops, kennels, fenced-in areas, and other enclosures used to confine animals must be of sufficient size to maintain all animals within such enclosure comfortably and in good health. Each animal must have enough space to allow it to turn freely and easily stand, sit, stretch, move its head without touching the top of the enclosure, and assume a comfortable posture for eating and drinking. An enclosure must be large enough to allow all animals within the enclosure to move and lay down without lying on excrement.

**Sec. 6-8. Abandoned animal; impoundment.**

- (a) Any animal left without proper food, water, or shelter for more than three (3) days or any animal left in conditions that endanger the health, life, and safety of the animal will be deemed abandoned.
- (b) Animal Services, a police officer, or any other authorized agent of the City may impound any abandoned animal.

**Sec. 6-9. Cruelty to animals.**

- (a) Cruelty to non-livestock and livestock animals, excluding uncaptured wild living creatures, is a violation of the Texas Penal Code and depending on the circumstances, is a Class A misdemeanor, state jail felony, or a felony of the second or third degree.
- (b) Cockfighting is a violation of the Texas Penal Code and depending on the circumstances is a state jail felony or a Class A or Class B misdemeanor.
- (c) Dogfighting is a violation of the Texas Penal Code and depending on the circumstances is a state jail felony or a Class A misdemeanor.
- (d) Animals Services and the Chief of Police have the full authority granted by Section 821.022, Texas Health & Safety Code, as amended, to seize and impound any animal that has been or is being cruelly treated. If Animal Services or the Chief of Police has reason to believe that an animal has been or is being cruelly treated, pending a hearing before any justice of the peace or magistrate in Bell County or any municipal court judge on the issues of cruelty and disposition of the animal, the seizure of the subject animal prior to receiving a warrant is hereby authorized if such a delay endangers the life of the animal, or if it would unreasonably prolong the suffering of the animal needing immediate attention.

**Sec. 6-10. Standard of care.**

- (a) An owner of an animal is required to provide to their animal humane care and treatment, including:
  - (1) access to an adequate supply of fresh air;
  - (2) species-specific food;
  - (3) fresh water;
  - (4) exercise;
  - (5) shelter, as defined by this Chapter;
  - (6) access to adequate natural or artificial shade from direct sunlight at all times that is large enough to contain all outdoor pets at one time and is separate from any shade created from the designated shelter; and
  - (7) veterinary care when needed to prevent suffering.
- (b) In case of dispute over adequacy of care and treatment, Animal Services or the Chief of Police will be the final authority.

**Sec. 6-11. Tethering of dogs.**

- (a) It is unlawful for a person to use a chain, rope, tether, leash, cable, or other like device to attach a dog to a stationary object or trolley system (hereinafter called "tethering") except as provided by this Section.
- (b) A person may tether a dog in the following circumstances:
  - (1) during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity;
  - (2) if tethering is required to protect the safety or welfare of a person or the dog and the owner maintains immediate control of the dog;
  - (3) in the immediate control of the owner in a public park; or
  - (4) on the owner's property, if the dog is tethered in such a way as to prevent the dog from:
    - (A) advancing to within fifteen (15) feet of the edge of any public right-of-way; and

(B) moving outside the owner's property.

(c) If a dog is lawfully tethered as provided by Subsection (b)(4), the following conditions must be met:

(1) the chain, rope, tether, leash, cable, or other like device used to tether:

(A) must be attached to a properly fitted collar or harness worn by the dog;

(B) must not be used with a pinch-type, prong-type, or choke-type collar;

(C) must not be placed directly around the dog's neck;

(D) must not exceed one-twentieth of the dog's body weight;

(E) must have a length: (i) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or (ii) 10 feet, whichever is greater;

(F) must not be in an unsafe condition;

(G) must not cause injury to the dog; and

(H) must allow the dog, by design and placement, a reasonable and unobstructed range of motion without entanglement;

(2) the dog must have access to adequate shelter, dry ground, shade from direct sunlight, and clean and wholesome water;

(3) the dog must not be tethered outside in extreme weather conditions, including, but not limited to, conditions in which:

(A) the actual or effective outdoor temperature is below 32 degrees Fahrenheit;

(B) a heat advisory has been issued by a local or state authority or jurisdiction; or

(C) a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service;

(4) if the dog is female, the dog must not be in heat; and

(5) the dog must not be sick or injured.

(d) A person commits an offense if they do not comply with all applicable provisions of this Section.

## **Sec. 6-12. Safety of animals in motor vehicles.**

- (a) **Animal in Vehicle.** No person may leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare. Any Animal Services officer, police officer, or firefighter is authorized to use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is endangered. Any animal removed from a vehicle in this way will be impounded.
- (b) **Transportation of Animal.** No person may transport any animal in a motor vehicle on any public roadway unless:
  - (1) the animal is safely confined within the vehicle in such a way as to prevent the animal from falling or jumping from the vehicle or from strangling on a single leash; or
  - (2) if traveling in an unenclosed vehicle, which includes, but is not limited to, convertibles, pick-up truck beds, unenclosed jeeps, and flatbed trailers, the animal is safely confined by:
    - (A) a vented container or cage that is secured in such a way as to prevent the release of the animal and the container or cage from sliding around or falling from the vehicle; or
    - (B) a multi-point tether that prevents the animal from falling or jumping from the vehicle or from strangling on a single leash.
- (c) **Distracted driving.** The operator of a vehicle may not allow an animal to freely move about the interior of their vehicle in such as a manner as to:
  - (1) obstruct the operator's view to the front, back, or sides of the vehicle; or
  - (2) interfere with the operator's control of the vehicle.

**Secs. 6-13 - 6-19. Reserved.**

### **ARTICLE III. IMPOUNDMENT**

**Sec. 6-20. Seizure of animals.**

- (a) Animal Services, any police officer, or any designated agent of the City is authorized to seize, impound, and humanely confine to a City animal shelter or a veterinary clinic any animal:
  - (1) at large;
  - (2) for protective custody;
  - (3) required to be quarantined under Article V of this Chapter;

- (4) displaying signs and symptoms of extreme injury or illness;
  - (5) seized pursuant to a warrant or court order;
  - (6) reasonably suspected of having inflicted bodily harm on any human being or animal or posing a threat to public safety;
  - (7) that is a prohibited animal;
  - (8) not cared for in violation of Sec. 6-10; or
  - (9) abandoned as defined by Sec. 6-8.
- (b) The City is authorized to give impounded animals appropriate immunizations, administer any parasite treatment, and perform any other medical procedure or treatment a veterinarian recommends or determines is necessary.
- (c) If the City has paid for veterinary care for an impounded animal, the animal may not be released to its owner unless the owner reimburses the City for the cost of the veterinary care regardless of whether an owner has paid a reclamation, impoundment, or quarantine fee or any other costs or fees imposed under this Chapter.

#### **Sec. 6-21. Notification to City.**

Any person finding an animal at large upon their property may hold the animal in their own possession and notify Animal Services or the Temple Police Department.

#### **Sec. 6-22. Owner notification.**

If an animal is impounded, Animal Services will make a reasonable effort to locate the animal's owner by using any contact information from the animal's vaccination tag, microchip, or other identification and notify the owner of the animal's impoundment.

#### **Sec. 6-23. Domestic animals; time; disposition; reclamation.**

- (a) Impounded domestic animals must be kept for three (3) days from the date of impoundment. If the owner of an impounded animal does not reclaim the animal within three (3) days after the date of impoundment, the animal will become the sole property of the City and is subject to disposition as Animal Services deems appropriate. The animal may be humanely euthanized prior to the expiration of the three (3) day period if, in the professional opinion of Animal Services or a veterinarian, disposition is necessary to avoid the unnecessary suffering of a sick or injured animal or to prevent the spread of communicable disease. All reasonable steps to contact the owner as provided by Sec. 6-22 must be taken by Animal Services. However, if immediate disposition is necessary prior to the



owner being contacted or before the owner reclaims the animal, the animal may be humanely euthanized.

- (b) The City will not be liable for damages for the destruction of any animal authorized under this Chapter.
- (c) An impounded domestic animal may be available for reclamation by the animal's owner upon the owner presenting their appropriate identification such as a government issued license, identification card, passport, handgun license, etc., of which the City will keep a copy, and paying the reclamation fee to the City.
  - (1) Possession of a vaccination certificate describing the animal or bearing the same serial number that appears on a vaccination tag worn by the animal will be accepted as prima facie proof of ownership.
  - (2) An impounded domestic animal seized under Sec. 6-9 (Cruelty to Animals), Sec. 6-41 (Quarantine), Article VII (Dangerous Dogs), or Article VIII (Aggressive Dogs) of this Chapter may not be released from impoundment under this Subsection.
  - (3) A repeatedly at large animal may only be released as provided by Subsection 6-23(f), below.
- (d) A dog or cat unvaccinated against rabies may not be reclaimed unless the owner signs a redemption contract agreeing to vaccinate the animal within a prescribed period. The procedure for rabies vaccination for adopted animals described in Sec. 6-38 applies to animals reclaimed after impoundment.
- (e) No impounded domestic animal suffering from disease, ailment, or injury may be reclaimed by its owner until Animal Services is provided with sufficient information by the owner to determine that arrangements have been made for proper treatment of the animal by a veterinarian.
- (f) Impoundment of animals repeatedly at large; release; appeal.
  - (1) A repeatedly at large animal may not be released to its owner without the written approval of Animal Services. If released upon approval by Animal Services, the owner must pay double the reclamation fee. If Animal Services denies the animal's release, the animal will become the sole property of the City and is subject to disposition as Animal Services deems appropriate unless the owner successfully appeals this denial as provided by this Subsection.
  - (2) An owner may appeal Animal Services' denial of an animal's release by using the same appeals procedure provided in Sec. 6-6.
  - (3) If a hearing officer reverses Animal Services' denial of an animal's release on an appeal, the hearing officer may require the owner to take any remedial measure described in Sec. 6-6(k) as a condition of the animal's release and pay double the reclamation fee.

**Sec. 6-24. Prohibited animals; seizure; impoundment; time; disposition; reclamation.**

- (a) Impounded prohibited animals must be kept for three (3) days from the date of impoundment. If the owner of an impounded prohibited animal does not reclaim the prohibited animal within three (3) days after the date of impoundment, the animal will become the sole property of the City and is subject to disposition as Animal Services deems appropriate. Such animal may be humanely euthanized prior to the expiration of such time if, in the professional opinion of Animal Services or a veterinarian, disposition is necessary to avoid the unnecessary suffering of a sick or injured animal or to prevent the spread of communicable disease. All reasonable steps to contact the owner as provided by Sec. 6-22 must be taken by Animal Services. However, if immediate disposition is necessary prior to the owner being contacted or before the owner reclaims the animal, the animal may be humanely euthanized.
- (b) If a prohibited animal cannot be seized or confined in a manner that ensures human safety, the animal may be destroyed during the seizure or confinement.
- (c) Impounded prohibited animals may be available for reclamation by the owner upon the owner presenting their appropriate identification such as a government issued license, identification card, passport, handgun license, etc., of which the City will keep a copy, and paying to the City all applicable fees and costs, which may include the cost of seizure and the actual costs to the City of housing, transporting, and feeding the prohibited animal, and signing an agreement with the City stipulating that the owner:
  - (1) must, within seventy-two (72) hours, lawfully remove from the City limits the prohibited animal and must not allow the prohibited animal to return to the City; and
  - (2) consents to the City humanely destroying the prohibited animal if the animal is found again within the City limits.
- (d) If the owner of a prohibited animal fails to sign or comply with the agreement provided in Subsection (c), the prohibited animal may be either euthanized or removed from the City as determined by Animal Services.
- (e) No impounded prohibited animal suffering from disease, ailment, or injury may be reclaimed by its owner until Animal Services is provided with sufficient information by the owner to determine that arrangements have been made for proper treatment of the animal by a veterinarian.
- (f) No prohibited animal impounded pursuant to this Section may be returned to its owner unless the owner has complied, as applicable, with Subchapter E, Dangerous Wild Animals, of the Texas Health and Safety Code, as amended.

**Sec. 6-25. Impoundment and reclamation fees.**

- (a) Impoundment and reclamation fees will be set by resolution of the City Council.

- (b) No animal may be released to its owner until all impoundment and reclamation fees and any other applicable fees and costs have been paid, except as otherwise provided by this Chapter.
- (c) An impoundment or reclamation fee may be charged for every day and any part of the day that the animal is in the custody of Animal Services.

**Secs. 6-26 - 6-30. Reserved.**

## **ARTICLE IV. ADOPTION**

State law reference — Dog and Cat Sterilization, V.T.C.A., Health & Safety Code § 828.001 et seq.

### **Sec. 6-31. Placement of animal for adoption.**

- (a) The decision to place an animal for adoption is at the sole discretion of Animal Services.
- (b) No person seeking to adopt an animal will be discriminated against on the basis of race, color, sex, religion, national origin, gender identity, or sexual orientation.

### **Sec. 6-32. Fees for adoption.**

- (a) An adopter must pay any applicable adoption fees to Animal Services to adopt an animal from Animal Services.
- (b) Adoption fees will be set by resolution of the City Council.
- (c) Animal Services may, from time to time, designate and advertise promotional adoption periods during which the adoption fees payable under Subsection (a) will be reduced or waived.

### **Sec. 6-33. Adoption of two or more animals.**

If an adopter adopts two or more animals from Animal Services on the same date and as part of the same transaction, the adopter will be deemed to be the owner of all the animals adopted in the transaction and will be responsible for complying with all the requirements of this Chapter that relate to the adopted animals.

### **Sec. 6-34. Sterilization.**

- (a) Before an unsterilized dog or cat may be released from Animal Services for adoption, the adopter must sign a sterilization agreement with Animal Services that complies with Section 828.003 of the Texas Health and Safety Code, as amended, agreeing to:

- (1) have the dog or cat spayed or neutered within fourteen (14) days of the date of adoption or by the date the animal attains six (6) months of age, whichever is later; and
  - (2) deliver to Animal Services in person, by mail, or by e-mail, within seven (7) days after the date of sterilization, written confirmation of sterilization complying with Section 828.005 of the Texas Health and Safety Code, as amended, that the animal was spayed or neutered by the completion date required in Subsection (a)(1).
- (b) An adopter who signs a sterilization agreement under Subsection (a) commits an offense if they fail to:
- (1) have the adopted dog or cat spayed or neutered within the period required under Subsection (a)(1); or
  - (2) furnish written confirmation of sterilization as required under Subsection (a)(2).
- (c) It is a defense to prosecution under Subsection (b), if by the seventh (7<sup>th</sup>) day after the sterilization completion date required in Subsection (a)(1), the adopter delivers to Animal Services in person, by mail, or by e-mail:
- (1) a written letter complying with Section 828.006 of the Texas Health and Safety Code, as amended, stating that the animal is dead, describing the cause of death, if known, and providing the date of death; or
  - (2) a written letter complying with Section 828.007 of the Texas Health and Safety Code, as amended, stating that the animal is lost or stolen, describing the circumstances surrounding the disappearance, and providing the approximate date of the disappearance.
- (d) The adopter is solely responsible for ensuring that Animal Services timely receives the written confirmation of sterilization required under Subsection (b)(2) or any written letter described in Subsection (c). The veterinarian is not responsible for providing to Animal Services written confirmation of sterilization. Telephone calls notifying Animal Services of sterilization or possible defenses to this Section will be insufficient proof of sterilization or defenses and do not meet the requirements of this Section.
- (e) If an adopter of a dog or cat violates Subsection (b), Animal Services may reclaim the animal, and ownership of the animal will automatically revert to the City. In such case, there will be no refund of the adoption fee.
- (f) A person may not prevent, obstruct, or interfere with the reclamation of an animal under this Section.

**Sec. 6-35. Refusal of adoption.**

- (a) Animal Services may refuse to release any animal for adoption for any reason, including, but not limited to, any of the following reasons:
- (1) the prospective adopter or adoption agency has previously violated a provision of this Chapter or has been convicted of animal cruelty or dogfighting;
  - (2) the prospective adopter or adoption agency has inadequate or inappropriate facilities for confining the animal or is unable to provide proper care to the animal as required by this Chapter; or
  - (3) Animal Services determines that the health, safety, or welfare of the animal or of the public would be endangered by allowing the adoption.

## **ARTICLE V. RABIES CONTROL**

State law reference — Rabies Control Act of 1981, V.T.C.A., Health & Safety Code § 826.001 et seq.; 25 Tex. Admin. Code § 169.21 et. seq.

### **Sec. 6-36. State law incorporation; local rabies control authority designated.**

- (a) The City of Temple hereby incorporates by reference the Texas State Rabies Control Act of 1981, as amended, and the standards established by the appropriate state agency or rule-making board as minimum standards for rabies control and quarantine provisions within the City of Temple. In addition, all the rabies control provisions of this Chapter, which are adopted pursuant to the Texas Health and Safety Code, apply within the City.
- (b) Animal Services is designated as the local rabies control authority for purposes of Chapter 826 of the Texas Health and Safety Code, as amended, and is authorized to perform the duties required of a local rabies control authority under this Chapter and state and other local laws.

### **Sec. 6-37. Vaccination required for a dog or cat.**

An owner of a dog or cat must have the dog or cat vaccinated against rabies as required by state law.

### **Sec. 6-38. Rabies vaccination for adopted dogs and cats; proof required.**

- (a) A person adopting a dog or cat that is four (4) months old or older from a City animal shelter must vaccinate the adopted dog or cat against rabies within seven (7) days of the date of adoption if the adopted animal is unvaccinated against rabies. If the dog or cat is younger than four (4) months old and unvaccinated against rabies at the time of adoption, the adopting person must vaccinate the adopted dog or cat against rabies by a date provided by Animal Services, which must be no earlier than the date by which the dog or cat turns four (4) months old.

- (b) It is presumed that the person failed or refused to have the animal vaccinated against rabies if the adopting person fails to provide written proof of rabies vaccination within seven (7) days of the date of adoption or by the date required by Animal Services, whichever is later. Proof must be in the form of a written receipt from the veterinarian administering the vaccination or the written certificate of rabies vaccination provided by the veterinarian administering the vaccination. Telephone calls notifying Animal Services of rabies vaccination by the adopter will be insufficient proof of rabies vaccination and do not comply with the requirements of this Section.
- (c) It is the adopter's sole responsibility to provide written proof of rabies vaccination for the adopted animal to Animal Services. The veterinarian administering the vaccination will not be responsible for providing written proof of rabies vaccination to Animal Services.
- (d) Failure to timely provide written proof of rabies vaccination as required by this Section is an offense. This is in addition to an offense under Section 826.022, Texas Health and Safety Code, as amended, for failure or refusal to vaccinate.
- (e) The City may reclaim the adopted animal from an adopter if Animal Services does not receive written proof of rabies vaccination within seven (7) days of the adoption date or by the date required by Animal Services, whichever is later. In such case, there will be no refund of the adoption fee, and ownership of the animal will revert to the City.
- (f) A person may not prevent, obstruct, or interfere with the reclamation of an animal under this Section.

**Sec. 6-39. Vaccination tag as evidence.**

- (a) It is unlawful for an owner to allow a dog or cat the age of four (4) months or older to be in a public place without wearing a current vaccination tag issued by a veterinarian.
- (b) It will be a rebuttable presumption that any dog or cat not wearing a current vaccination tag attached to its collar or harness does not have a current rabies vaccination.

**Sec. 6-40. Unlawfully displaying false tag.**

It is unlawful for any person to attach to a dog's or cat's collar a vaccination tag issued to any other dog or cat.

**Sec. 6-41. Quarantine.**

- (a) An animal required to be quarantined under the Texas Rabies Control Act of 1981, as amended, and any applicable state agency rules, must be placed in a Texas Department of State Health Services-licensed facility specified by Animal Services or in a veterinary clinic, except as otherwise provided by Subsection (b).

- (b) Home Quarantine. Animal Services, at its sole discretion, may allow an owner to home quarantine an animal if all the following criteria are met:
- (1) the owner signs a home quarantine agreement and agrees to abide by the conditions of the agreement;
  - (2) the owner has not previously violated a home quarantine agreement;
  - (3) the owner has not provided false information to Animal Services in the past;
  - (4) a secure enclosure is approved by Animal Services and is used to prevent escape;
  - (5) the animal was vaccinated against rabies at the time of the potential exposure and the time elapsed since the most recent vaccination has not exceeded the manufacturer recommendations for the vaccine. If an unvaccinated animal is not over four (4) months old at the time of the potential exposure, the City may allow home confinement at its discretion;
  - (6) the animal was not at large at the time of the potential exposure;
  - (7) the owner monitors the animal's behavior and health status and immediately notifies Animal Services if any change is noted;
  - (8) Animal Services or a veterinarian observes the animal at least on the first and last day of the home quarantine; and
  - (9) the animal was not a stray as defined in the Texas Health and Safety Code, § 826.002, as amended, at the time of the potential exposure.
- (c) Animal Services may revoke its permission to allow home quarantine if Animal Services finds that an owner provided false information to Animal Services to obtain approval for home quarantine or violated any condition of their home quarantine agreement.
- (1) If permission for home quarantine is revoked, the owner of the animal must immediately deliver the animal required to be quarantined to Animal Services. Failure to immediately deliver an animal for quarantine when home quarantine permission is revoked as required by this Subsection is an offense.
  - (2) Providing false information to Animal Services is an offense.
  - (3) Failure of an owner to abide by the conditions of their home quarantine agreement is an offense.
- (d) Animal Services has the authority to euthanize an animal that has inflicted multiple bite wounds, punctures, or lacerations to a person under 25 Tex. Admin. Code § 169.27, as amended.

- (e) A person may not give or cause to be given any rabies vaccination, anti-rabies treatment, or other treatment to an animal required to be quarantined under the Texas Rabies Control Act of 1981, as amended, and rules adopted thereto that could interfere with the clinical or laboratory diagnosis of rabies or modify the course of the disease in the animal. Failure to comply with this Subsection is an offense.
- (f) The owner of an animal that is quarantined under suspicion of rabies by the City must pay to the City a quarantine fee and, if the animal is required to be euthanized, the actual cost of disposing of the animal. The City has the authority to bring suit to collect such costs. If the animal is quarantined by the animal's owner at a veterinary clinic or at home, the owner must pay for all costs of the quarantine.

**Sec. 6-42. Release of quarantined animals.**

- (a) An animal that has been quarantined may be released by Animal Services to its owner at the end of the quarantine period if the quarantined animal does not show clinical signs of rabies upon the following conditions:
  - (1) the owner provides an unexpired rabies vaccination certificate for the animal or proof that the animal was vaccinated against rabies by a veterinarian to Animal Services prior to release from quarantine;
  - (2) the owner pays the quarantine fee; and
  - (3) the animal is not being held for legal proceedings, including dangerous dog or aggressive dog proceedings as provided by this Chapter.

**Secs. 6-43 - 6-50. Reserved.**

## **ARTICLE VI. ADDITIONAL REGULATIONS**

**Sec. 6-51. Disposal of animals.**

- (a) An owner of an animal that is infected or afflicted with a disease that is contagious or a threat to the life or health of other animals or humans must humanely destroy the animal and dispose of the carcass as directed by Animal Services.
- (b) An owner of a dead animal that was not infected or afflicted with a disease described in Subsection (a) must dispose of its carcass as provided under applicable local, state, and federal laws and regulations within twenty-four (24) hours of its death, unless otherwise allowed a longer period under any local, state, or federal law or regulation.



- (1) An owner of a dead animal may dispose of their animal at the City's landfill if the landfill approves of the disposal and the owner pays the landfill's applicable fees for disposal. An owner of a dead animal must contact the landfill for approval prior to disposing of a dead animal at the landfill and, if approved, dispose of their animal during the times specified by the landfill.
- (2) An owner of a dead animal may take their animal to a veterinarian for disposal.
- (3) An owner of a dead animal may not place their dead animal in a City furnished waste or recycling receptacle.
- (4) An owner may only bury a dead animal within the City if the following conditions are met:
  - (A) The dead animal:
    - (i) is buried on the owner's property or on private property with the private property owner's consent or is buried on public property with the City's written consent;
    - (ii) is not buried in a flood plain;
    - (iii) is buried at least two (2) feet deep;
    - (iv) weighs less than fifty (50) pounds; and
  - (B) The owner of the dead animal calls and receives instructions from Texas811 before digging a grave for the dead animal and follows Texas811's instructions on where to dig and locations to avoid.

#### **Sec. 6-52. Sale of animals.**

- (a) A person commits an offense if the person sells, trades, barter, leases, rents, gives away, conveys ownership of, or displays for a commercial purpose any animal on a roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, commercial parking lot, festival, community center, at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event, or any outdoor public place.
- (b) It is an affirmative defense to prosecution under Subsection (a) that the person is an employee of or is acting in their capacity as an employee of: a veterinary clinic; an animal hospital; a business that has a certificate of occupancy from the City authorizing the occupancy of the property for purposes of operating a business selling pets; an animal shelter; an animal welfare, rescue, or adoption agency that is a registered non-profit entity; a bona fide zoological park; an educational institution; a museum; an event being conducted primarily for the sale of agricultural livestock such as hooved animals or animals or fowl commonly raised for food, dairy, or fiber products; a licensed laboratory; a publicly owned nature center; a bona fide member of an educational or scientific association or society approved by Animal Services; persons holding permits from an agency of the state or the United States

for the care and keeping of animals for rehabilitative purposes; a hatchery; a business dealing in farm or ranch supplies; or a person caring for animals in their private residence in compliance with this Chapter.

### **Sec. 6-53. Dyed animals.**

It is unlawful to sell or offer for sale, raffle, offer, or give as a prize, premium, or advertising device or display in any store, shop, carnival, or other public place an animal or fowl of any kind that has been dyed or otherwise colored artificially, including rabbits, goslings, chickens, and ducks.

### **Sec. 6-54. Keeping of specific animals.**

(a) Restrictions on owning rabbits. A person may not own more than two (2) total rabbits or hares within the City of Temple as pets (e.g., a person may not own as a pet one (1) rabbit and two (2) hares or two (2) rabbits and two (2) hares, etc.).

(1) All rabbits must be kept in a clean, dry, sanitary, and odor-free cage.

(2) Rabbits must not be kept within twenty-five (25) feet of any residence, excluding the residence of the animal's owner.

(3) All rabbit feed must be stored in rodent-proof containers.

(b) Keeping of Swine. A person may not own any swine within the limits of the City of Temple, unless the swine are kept in a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural, except as otherwise provided by this Chapter.

(1) The swine's pen or enclosure must be located a distance of at least five hundred (500) feet from any residence.

(2) All pens and enclosures for swine must be kept in a clean and sanitary condition.

(3) No swine may be permitted or allowed to have access to enter or to drink water from any public body of water, including a creek, stream, or lake, within the City.

(c) Keeping of miniature swine.

(1) Notwithstanding Subsection (b), above, a person may keep a miniature swine in the City in accordance with the provisions set forth below:

(A) The person obtains a miniature swine permit from the City for the swine and pays the applicable permit fee;

(B) The swine weighs no more than one hundred fifty (150) pounds;

- (C) The swine is kept indoors;
  - (D) The person keeps no more than two (2) swine per household;
  - (E) The person does not keep the miniature swine on the premises of a business open to the public;
  - (F) The miniature swine is spayed or neutered;
  - (G) The person provides to Animal Services a health certificate from a veterinarian documenting that the swine has been spayed or neutered;
  - (H) The person does not engage in the propagation or breeding of miniature swine within the City limits;
  - (I) The person keeps all areas in which the swine is kept in a clean and sanitary condition and cleaned of swine excrement daily;
  - (J) The person annually vaccinates the swine against erysipelas; and
    - (i) Miniature swine must receive their first vaccination against erysipelas before they are four (4) months of age;
  - (K) The person does not permit or allow the miniature swine to have access to enter or to drink water from any public body of water, including a creek, stream, or lake, within the City.
- (2) Animal Services may deny a person's request for a miniature swine permit if the requestor:
- (A) has been convicted of animal cruelty or dogfighting or convicted of violating any provision of this Chapter; or
  - (B) does not pay to the City the miniature swine permit fee.
- (3) Permit term.
- (A) A permit issued under this Section is valid for one year but may be revoked for violating any condition of the miniature swine permit or state or local law related to animals or becoming convicted of a crime as provided in Subsection (c)(2)(A), above. If Animal Services determines that any of the permit holder's swine pose a danger or are detrimental to the health, safety, or welfare of the public, the permit may also be revoked.
  - (B) A person wishing to renew a miniature swine permit must reapply at least thirty (30) days prior to the date of the permit's expiration. Failure to timely reapply may result in the permit renewal being denied.

- (4) The fee for the miniature swine permit will be set by resolution of the City Council.
- (5) If Animal Services revokes a miniature swine permit, Animal Services must notify the permittee by mailing or providing in person a written permit revocation notice with the following information:
  - (A) the permittee's miniature swine permit was revoked;
  - (B) the reason the miniature swine permit was revoked;
  - (C) the permittee has fifteen (15) days from the date the revocation notice is issued to remove the swine from where they are currently being held to a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural or outside the City limits, unless the permittee timely appeals the permit revocation; and
  - (D) the permittee has the right to appeal the permit revocation.
- (6) If Animal Services revokes the permittee's miniature swine permit, the permittee will have fifteen (15) days from the date the revocation notice is issued to remove the swine from where they are currently being held to a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural or outside the City limits, unless the permittee timely appeals the permit revocation. Failure of a permittee to timely remove the swine as required by this Subsection is unlawful.
- (7) The appeals procedure provided in Subsections 6-61(l)-(r) and Subsections 6-61(t)-(u) will apply to appeals of the revocation of a miniature swine permit.
- (8) If the hearing officer sustains the miniature swine permit revocation or modifies the conditions of the miniature swine permit, the appellant must remove the swine from where they are currently being held to a pen or enclosure on a tract of land at least ten (10) acres in size that is zoned as agricultural or outside the City limits or come into compliance with the modified conditions of the miniature swine permit ordered by the hearing officer, as applicable, within the period specified by the hearing officer. Failure to do so is an offense.

(d) Regulations to owning livestock and fowl.

- (1) A person may not keep any horses, mules, donkeys, cattle, goats, or sheep, or guinea fowl, peacocks, chickens, turkeys, geese, ducks, pigeons, or other fowl in any pen, yard, enclosure, barn, building, structure, or other place within the City that is located less than one hundred fifty (150) feet from the residence of any person other than the animal's owner.
  - (A) All locations in which these animals are kept must be kept in a clean and sanitary condition.

(2) Regardless of Subsection (d)(1), above, a person may keep up to a maximum of six (6) hens, defined as **female** domestic chickens, within the City if the pen, coop, or other enclosure for housing the hens is no less than fifty (50) feet from the nearest residence, excluding the residence of the animal's owner, provided the following conditions are met:

(A) the hens are only kept in a back yard;

(B) the pen, coop, or other enclosure in which the hens are kept is clean, secure, ventilated, large enough for the hens to move freely, and meets any applicable City standards or permit requirements;

(C) all locations in which the hens are kept are maintained in a clean and sanitary condition; and

(D) the hens do not pose a health hazard.

(3) Subsection (d)(2), above, does not apply to roosters, defined as **male** domestic chickens.

(e) Bees. A person may not maintain or keep any beehives in any pen, yard, enclosure, barn, building, structure, or other location that is located less than three hundred (300) feet of the residence of any person other than the person maintaining or keeping the beehives.

(1) A person maintaining or keeping any beehives must provide a source of water to a colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.

(f) Subsections (a)-(e), above, do not apply if the person meets any of the affirmative defenses provided in Sec. 6-52(b) or any of the of the following affirmative defenses:

(1) the animal is being kept, harbored, or used in the course of medical, educational, or scientific research and such research complies with all applicable local, state, and federal laws and regulations;

(2) the animal is part of a circus, traveling show, zoo, or auction operating under a permit or sanction of the City and such operation complies with all applicable local, state, and federal laws and regulations;

(3) the animal, because of injury or age, requires temporary care, provided that the animal is kept for not more than thirty (30) days and is not kept or raised for sale, barter, or consumption and is not a prohibited animal; or

(4) the animal is domesticated and marketable for human consumption, such as baby chickens, rabbits, pigeons, and ducks, and is kept at an established place of business dealing in farm and ranch supplies and such business complies with all applicable local, state, and federal laws and regulations.

(g) A person may not keep or harbor any animal, including fowl, in a pen, cage, or enclosure in, near, or on a public body of water, including a creek, stream, or lake, within the City and permit drainage of fecal matter or urine from such pen, cage, or enclosure into the body of water.

(h) It is unlawful to violate any provision of this Section.

#### **Sec. 6-55. Prohibited animals.**

It is unlawful for a person to sell, offer for sale, trade, keep, own, harbor, use, or have in a person's possession or on property under such person's control any prohibited animal unless that person is exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, Texas Health and Safety Code, as amended.

#### **Sec. 6-56. Injury and destruction of wild birds.**

Any person who kills or injures any wild bird, removes the eggs or young from the nest of a wild bird, or in any manner destroys the eggs or young of a wild bird, except as authorized under local, state, and federal law, commits an offense.

#### **Sec. 6-57. Humane traps.**

- (a) A person may set up, allow, or cause to be set up humane traps used to capture dogs, cats, and other animals alive on their own property.
- (b) A person may not set up or cause to be set up a humane trap outside of their own property without the consent of the owner of the property on which trap is set.
- (c) A person setting up or allowing humane traps to be set up on his property must check the traps at least once every eight (8) hours during the hours of 8 a.m. to 10 p.m. The person must provide humane care to any trapped animals including the provision of food, water, and protection from extremes of the environment including heat, cold, and precipitation.
- (d) A person who has set up or caused to be set up a humane trap must notify Animal Services as soon as they become aware that an animal is caught in the trap.
- (e) It is unlawful for a person not to comply with this Section.

#### **Sec. 6-58. Tampering with traps.**

- (a) It is unlawful for any person to tamper with, destroy, damage, spring, or cause to malfunction any trap set by the City or to release any animal from any such trap.
- (b) The City may assess the cost of a repair or replacement against a person who damages or destroys a trap owned by the City.

### **Sec. 6-59. Dangerous traps.**

- (a) No person may set up or allow to be set up on their property within the City limits steel jaw traps, spring traps with teeth or perforated edges on the holding mechanism, snares, or any type of trap with a holding mechanism designed in such a fashion as to reasonably ensure the cutting, slicing, tearing, or otherwise traumatizing of the entrapped prey, unless the use of such trap is specifically deemed necessary by Animal Services. This Section is not to be construed to include those traps designed to kill common rodents, e.g., rats, mice, gophers and groundhogs, except that the owner is responsible for taking care that any of the above said "rodent" traps are not placed or used on or about their property in such a manner as to reasonably ensure the trapping of any other domesticated or wild animal, or of a human.
- (b) It is unlawful for a person to fail to comply with this Section.
- (c) It will be a rebuttable presumption that the person owning, leasing, occupying, or controlling the property on which a trap prohibited under Subsection (a), above, was located set up the trap.

### **Sec. 6-60. Limitation on number of dogs and cats.**

- (a) A person may own up to three (3) dogs and three (3) cats, plus a litter of puppies and a litter of kittens, if the litters are younger than three (3) months.
- (b) A person may keep or harbor more dogs and cats than allowed under Subsection (a), if the person:
  - (1) meets any of the affirmative defenses provided in Subsection 6-52(b) or 6-54(f); or
  - (2) has a valid multi-pet permit issued to them under Sec. 6-61 and is compliant with its terms.

### **Sec. 6-61. Multi-pet permit.**

- (a) A person must make a written request to Animal Services to own on any one property within the City limits, and over which a person has control, more dogs or cats than allowed under Sec. 6-60.
- (b) In a written request for a multi-pet permit, the requestor must provide to the City the requestor's name, address, and telephone numbers and the number, gender, sterilization status, size, and species of dogs and cats currently housed on the property and that will be housed on the property, the number of dogs and cats the requestor is asking to keep at the property, information on the type and size of the property and any residence on the property where the animals will be kept, the area the animals will be kept, and the distance that area is from abutting residences.
- (c) The requestor must allow Animal Services to inspect the area in which the animals will be kept and, for animals currently owned, the animals themselves.

- (d) The requestor must demonstrate that they are able to properly care for the number of the animals requested without the animals creating noise or odor nuisances or otherwise creating a public nuisance and that they can properly provide and care for the dogs or cats, including providing clean water, adequate shelter, species-specific food, and proper veterinary care.
- (e) Animal Services may deny a person's request for a multi-pet permit if the requestor:
  - (1) has not met the requirements of Subsections (a)-(d) above;
  - (2) has been convicted of animal cruelty or dogfighting or convicted for violating any provision of this Chapter;
  - (3) does not currently have all dogs and cats currently on the property vaccinated and all requested animals to be kept on the property vaccinated in accordance with this Chapter; or
  - (4) does not pay to the City the multi-pet permit fee.
- (f) If Animal Services determines that an applicant is not able to properly care for the number of dogs or cats requested without the creation of a noise or odor nuisance or without being detrimental to the health, welfare, or safety of the requestor, the public, or the animals, Animal Services may modify the request and approve the keeping of more than the number of dogs and cats allowed under Sec. 6-60, but fewer than the number requested, or may deny the request for a multi-pet permit.
- (g) A person issued a multi-pet permit must comply with any conditions deemed necessary by Animal Services, which may include, but are not limited to:
  - (1) notifying Animal Services in writing prior to changing addresses, moving permitted animals to new locations, or transferring ownership of the permitted animals;
  - (2) complying with this Chapter and all other local and state laws, rules, and regulations related to animals;
  - (3) allowing Animal Services to inspect the property, residence, structure, or other location in which the permitted animals are kept or harbored;
  - (4) sterilizing all permitted dogs and cats unless the dog or cat qualifies for a certified medical exemption by a veterinarian or is under six (6) months old;
  - (5) not owning any more than the number of animals allowed under the multi-pet permit; and
  - (6) complying with all other reasonable conditions placed upon the permittee by Animal Services.
- (h) Permit term.



- (1) A permit issued under this Section is valid for one year but may be revoked for violating any condition of the permit or state or local law related to animals or becoming convicted of a crime as provided in [Subsection \(e\)\(2\)](#). If Animal Services determines that any of the permittee's dogs are dangerous or aggressive, the permit may also be revoked.
  - (2) A person wishing to renew a multi-pet permit must reapply at least thirty (30) days prior to the date of the permit's expiration. Failure to timely reapply may result in the permit renewal being denied.
- (i) The fee for the multi-pet permit will be set by resolution of the City Council.
  - (j) If Animal Services revokes a multi-pet permit, Animal Services must notify the permittee by mailing or serving in person a written permit revocation notice with the following information:
    - (1) the permittee's multi-pet permit was revoked;
    - (2) the reason the permittee's multi-pet permit was revoked;
    - (2) the permittee has fifteen (15) days from the date the revocation notice is issued to come into compliance with the number of dogs or cats allowed under [Sec. 6-60](#) unless the permittee timely appeals the permit revocation; and
    - (3) the permittee has the right to appeal the permit revocation.
  - (k) If Animal Services revokes the permittee's multi-pet permit, the permittee will have fifteen (15) days from the date the revocation notice is issued to come into compliance with the number of dogs or cats allowed under [Sec. 6-60](#), unless the permittee timely appeals Animal Services' permit revocation. Failure of a permittee to come into compliance with [Sec. 6-60](#) within this period as provided by this Subsection is unlawful.
  - (l) If the permittee wishes to appeal their permit revocation, they must file a written appeal of the permit revocation with Animal Services on or before the fifteenth (15<sup>th</sup>) day after the revocation notice is issued. If no timely appeal is received by Animal Services within this period, the permit revocation will be final.
  - (m) A hearing on an appeal under this Section will be held within ten (10) days of the date the appeal was filed.
  - (n) Notice of the hearing must be given to the appellant at least seventy-two (72) hours in advance of the hearing, unless the appellant waives their right to notice. Notice of a hearing must also be given to Animal Services at least seventy-two hours in advance of the hearing date unless they waive their right to notice.
  - (o) If the permittee fails to appear at the permit revocation hearing, the permit revocation will be final.

- (p) After the hearing, the hearing officer must make a written determination to sustain the multi-pet permit revocation, rescind the multi-pet permit revocation, or rescind the permit revocation and modify the conditions of the multi-pet permit.
- (q) The burden of proof in an appeal will be upon the permittee as to why the multi-pet permit should not be revoked. This burden may be met by a preponderance of evidence.
- (r) At the hearing, the hearing officer is not restricted to the rules of evidence applicable in a court of law but may rely upon the evidence which a reasonable person would rely upon in reaching a decision. Any person having knowledge of relevant or material facts will be allowed to appear and testify.
- (s) If the hearing officer sustains the multi-pet permit revocation or modifies the conditions of the multi-pet permit, the appellant must come into compliance with the number of cats and dogs allowed under Sec. 6-60 or the modified conditions of the multi-pet permit ordered by the hearing officer, as applicable, within the period specified by the hearing officer. Failure to do so is an offense.
- (t) A hearing officer's decision is final and non-appealable.
- (u) Revocation of a permit will not result in the refund of any multi-pet permit fee.

**Sec. 6-62. Guard dogs; warning signs required.**

It is unlawful for any person to leave any guard dog unattended in any place inside any building unless a warning sign has been placed in a clearly visible location on the property, located so that it can be seen by any person before entering the place to which the dog has access, warning that a guard dog is present. It is unlawful for any person to leave any guard dog unattended in any place outside a building except in a fenced yard, with a fence adequate to prevent the dog from leaving the property, and with a warning sign placed in a clearly visible location on the property, located so that it can be seen by any person before entering the area to which the dog has access, warning that a guard dog is present

**Secs. 6-63 - 6-75. Reserved.**

## **ARTICLE VII. DANGEROUS DOGS**

**Sec. 6-76. State law; authority.**

- (a) The provisions of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, are incorporated into this Article, and a violation of any provision of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, is an offense under this Article.

- (b) Animal Services will serve as the animal control authority for the City for purposes of administering and enforcing this Article and Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended.
- (c) Seizure, impoundment, and humane destruction of a dog that has caused death or serious bodily injury to a person is governed by Subchapter A, Chapter 822 of the Texas Health and Safety Code, as amended.
- (d) The City hereby elects to be governed by Section 822.0422 of the Texas Health and Safety Code, as amended.

**Sec. 6-77. Owner notification of dangerous dog determination.**

- (a) An owner is deemed to have been notified by the animal control authority of a dangerous dog determination:
  - (1) for personal service, on the date that the determination was provided to the owner; and
  - (2) for mail, three (3) days after the date the determination was deposited in the mail or given to the carrier.

**Sec. 6-78. Impounded dangerous dogs.**

- (a) An impounded dog determined by Animal Services to be dangerous must remain impounded, or confined at a location approved by Animal Services, and may not be released to the owner until the owner pays all costs and fees related to seizure, quarantine, and impoundment of the dog and complies with all requirements for ownership of a dangerous dog set forth in this Article and Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended.
- (b) Animal Services may extend the thirty (30) day compliance period by written request of the owner if documentation of the need for an extension is provided (e.g. building permits, building plans, building contracts, correspondence from insurance company, veterinary letters). During the extension period the dog must remain in the custody of Animal Services and impoundment fees will continue to accrue.

**Sec. 6-79. Requirements for ownership of a dangerous dog.**

- (a) In addition to complying with the requirements of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, a dog owner must no later than the thirtieth (30<sup>th</sup>) day after the date the dog owner learns that they are the owner of a dangerous dog:
  - (1) have an unsterilized dangerous dog spayed or neutered;
  - (2) register the dangerous dog with the City and pay to the City an annual dangerous dog registration fee;

- (3) keep their dangerous dog under restraint in a manner approved by Animal Services at all times;
- (4) obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control authority for the area in which the dog is kept;
- (5) when taken outside of its enclosure, securely muzzle the dangerous dog in a manner that will not cause injury to the dog or interfere with its vision or respiration. The muzzle must prevent the dangerous dog from biting any person or animal;
- (6) place and maintain on the dangerous dog a collar or harness with a current dangerous dog registration tag securely attached to it;
- (7) have the dangerous dog injected with a microchip implant and registered with a national registry for dogs;
- (8) post a legible "Dangerous Dog" sign on all sides of the secure enclosure where the dog is kept that must be purchased from Animal Services; and
- (9) comply with all other requirements of this Chapter.

#### **Sec. 6-80. Annual registration of dangerous dog.**

A dangerous dog owner must annually register a dangerous dog with Animal Services as provided under Section 822.043, Texas Health and Safety Code, as amended.

#### **Sec. 6-81. Registration.**

- (a) Registration by new owner. If a person becomes the new owner of a dog determined to be dangerous and keeps or harbors a dog determined to be dangerous within the City limits, the new owner must register the dangerous dog with Animal Services within fourteen (14) calendar days after the date the new owner assumes custody or control over the dangerous dog.
- (b) Validation of re-registration. A re-registration by a new owner or an owner moving from another jurisdiction will be valid only for the time remaining on the prior registration.

#### **Sec. 6-82. Dangerous dog notifications.**

- (a) The owner of a dangerous dog must notify Animal Services within twenty-four (24) hours if the dangerous dog is at large, unconfined, has attacked a human being or another domestic animal, has died, or has been sold or given away.

- (b) An owner of a dangerous dog must comply with all requirements of Section 822.043(c), Texas Health and Safety Code, as amended, if the owner sells, gives away, or moves the dog to a new address. Upon selling, giving away, or moving the registered dangerous dog to a new address, that owner must notify the new owner(s) of the dog, if any, that the dog has been determined dangerous.

**Sec. 6-83. Violations.**

- (a) A person who owns a dangerous dog commits an offense if the person fails to comply with any section of this Article or any state law related to dangerous dogs.
- (b) It is a violation of this Article for any person to refuse or fail to deliver a dog subject to this Article to Animal Services or harbor, hide or secrete, or transport or secure the transport of a dog subject to this Article to prevent its impoundment.

**Secs. 6-84 - 6-91. Reserved.**

## **ARTICLE VIII. AGGRESSIVE DOGS**

**Sec. 6-92. Aggressive dog determination.**

- (a) Animal Services has the authority to determine whether any dog is an aggressive dog, as defined by this Chapter. This determination must be based upon an investigation that includes observation and testimony about the dog's behavior on the date of the incident, including the owner's control of the dog, and any other relevant evidence as determined by Animal Services. Observations and testimony can be provided by an Animal Services officer or by other witnesses who personally observed the dog's actions on the date of the incident. Animal Services officers and other witnesses must sign an affidavit attesting to the observed actions on the date of the incident and agree to provide testimony regarding the dog's actions on the date of the incident if necessary.
- (b) Animal Services has the discretionary authority to refrain from determining a dog is an aggressive dog, even if the dog meets the definition of an aggressive dog, based upon relevant circumstances.
- (c) Animal Services may seize and impound the dog, at the owner's expense, pending investigation and determination of whether the dog is an aggressive dog. If the owner of the dog has not been located before the fifteenth (15<sup>th</sup>) day after seizure and impoundment, the dog will become the sole property of the City and is subject to disposition as Animal Services deems appropriate.
- (d) At the conclusion of the investigation required by this Section, Animal Services must:
  - (1) determine that the dog is not aggressive and, if the dog was impounded, release the dog to its owner and may waive the costs and fees related to the seizure, quarantine, and impoundment; or

- (2) determine that the dog is aggressive and order the owner to comply with the requirements of ownership of an aggressive dog set forth in this Article, and if the dog is impounded, release the dog to its owner after compliance with all the applicable requirements of Subsection (g) of this Section.
- (e) If a dog is determined to be an aggressive dog, Animal Services must notify the dog owner in writing in person or by mail:
  - (1) that the dog has been determined to be an aggressive dog;
  - (2) what the owner must do to comply with the requirements for ownership of an aggressive dog and to reclaim the dog, if impounded; and
  - (3) that the owner has the right to appeal the aggressive dog determination.
- (f) An owner is deemed to have been notified by Animal Services of an aggressive dog determination:
  - (1) for personal service, on the date that the determination was provided to the owner; and
  - (2) for mail, three (3) days after the date the determination was deposited in the mail or given to the carrier.
- (g) An impounded dog determined by Animal Services to be aggressive must remain impounded or confined at a location approved by Animal Services and may not be released to the owner until the owner pays all costs and fees related to the seizure, quarantine, and impoundment of the dog and complies with all requirements for ownership of an aggressive dog set forth in this Article.
- (h) If the owner of an impounded dog has not complied with Subsection (g) of this Section within thirty (30) days after the dog is determined to be aggressive and no appeal of the determination is timely filed, the dog will become the sole property of the City and is subject to disposition as Animal Services deems appropriate.

### **Sec. 6-93. Appeals.**

- (a) If under Sec. 6-92, Animal Services determines that a dog is aggressive, the determination is final unless the dog owner files a written appeal with the municipal court within fifteen (15) days after the date of being notified that a dog owned by the owner was determined to be an aggressive dog.
- (b) The owner of a dog determined to be aggressive must, during the course of an appeal if the dog is not impounded, keep the dog on a leash in the direct physical control of a person or in a secure enclosure approved by Animal Services. Failure to comply with this Subsection is an offense.
- (c) To file an appeal under Subsection (a), the owner must:

- (1) file a notice of appeal of Animal Services' determination with the City's municipal court;
  - (2) attach a copy of the determination from Animal Services; and
  - (3) serve a copy of the notice of appeal on Animal Services by mailing notice.
- (d) This hearing is a civil proceeding. The City's municipal court may only reverse Animal Services' determination if the court finds the decision arbitrary or capricious or characterized by an abuse of discretion.
- (e) If the municipal court reverses Animal Services' determination that the dog is an aggressive dog and the dog is impounded, the Court will order Animal Services to release the dog to its owner.
- (f) If the municipal court affirms Animal Services' determination that the dog is an aggressive dog, the court must order Animal Services to seize and impound the dog and issue a warrant authorizing this seizure, or if the dog is already impounded, order the dog to remain impounded. The court may not order the release of the dog from impoundment until the owner complies with Sec. 6-94 and any additional requirements as deemed appropriate by the court within a period determined by the court. Failure to comply with the court's additional requirements, if any, and Sec. 6-94 within the period determined by the court will result in the aggressive dog becoming the sole property of the City and being subject to disposition as Animal Services deems appropriate.
- (g) The owner of a dog must pay any costs and fees related to the seizure, impoundment, or destruction of the dog, unless these costs are waived by the court.
- (h) The decision of the municipal court will be final and non-appealable.

**Sec. 6-94. Requirements for ownership of an aggressive dog.**

- (a) An owner of an aggressive dog must no later thirty (30) days after the dog is determined to be aggressive:
- (1) have an unsterilized aggressive dog spayed or neutered;
  - (2) register the aggressive dog with Animal Services and pay to Animal Services an aggressive dog registration fee;
  - (3) keep their aggressive dog under restraint in a manner approved by Animal Services at all times;
  - (4) when taken outside of its the enclosure, securely muzzle the dog in a manner that will not cause injury to the dog or interfere with its vision or respiration. The muzzle must prevent the aggressive dog from biting any person or animal;

- (5) place and maintain on the aggressive dog a collar or harness with a current aggressive dog registration tag securely attached to it;
  - (6) have the aggressive dog injected with a microchip implant and registered with a national registry for dogs;
  - (7) post a legible "Aggressive Dog" sign on all sides of the secure enclosure where the dog is kept that must be purchased from Animal Services; and
  - (8) comply with all other requirements of this Chapter.
- (b) The owner of the aggressive dog must renew the registration of the aggressive dog with Animal Services annually and pay an annual aggressive dog registration fee at renewal.
  - (c) A person commits an offense if they fail to comply with any requirement of this Section.

**Sec. 6-95. New owner registration; new dog in City jurisdiction registration.**

- (a) Registration by New Owner. If a person becomes the new owner of an aggressive dog and keeps or harbors the dog within the City limits, the owner must register the aggressive dog with Animal Services within fourteen (14) calendar days after the date the new owner assumes custody or control over the aggressive dog.
- (b) Re-registration. When the owner of an animal who has registered a dog as aggressive or vicious in another jurisdiction moves into the City limits, they must register the dog with Animal Services within fourteen (14) days of living within the City's jurisdiction.
- (c) Validation of Re-registration. A re-registration by a new owner or an owner moving from another jurisdiction will be valid only for the time remaining on the prior registration.

**Sec. 6-96. Attack by an aggressive dog; non-compliance with requirements; hearing.**

- (a) If a previously determined aggressive dog makes an unprovoked attack on a domestic animal outside of the dog's enclosure and injures or kills the domestic animal, Animal Services may seize and impound the aggressive dog, at the owner's expense, pending a hearing before the municipal court in accordance with this Section.
- (b) Upon receipt of a report by any person, including Animal Services, of an attack described in Subsection (a) or on the application to the court by a person that an owner of an aggressive dog has failed to comply with Sec. 6-94, the municipal court will conduct a hearing to determine whether the aggressive dog committed such an attack or if the owner of the aggressive dog failed to comply with Sec. 6-94. The hearing must be conducted within thirty (30) days after receipt of the report or application, but if the dog is already impounded, not later than ten (10) days after the date on which the dog was seized. The municipal court will provide, by mail, written notice of the date, time, and location of the



hearing to the owner of the aggressive dog and the complainant. Any interested party may present evidence at the hearing.

(c) At the conclusion of the hearing, the court may:

(1) find that the aggressive dog did commit an attack described in Subsection (a) and order Animal Services to seize and impound the dog if the dog is not already impounded; if so ordered, the aggressive dog will become the sole property of the City and will be subject to disposition as Animal Services deems appropriate;

(2) find that the aggressive dog did not commit an attack described in Subsection (a) and order Animal Services to release the dog to its owner if the dog is impounded;

(3) find that the aggressive dog owner failed to comply with Sec. 6-94 and order the dog to be seized and impounded by Animal Services and:

(A) order the dog to remain impounded until the owner complies with Sec. 6-94 and any additional requirements as deemed appropriate by the court within a period determined by the court; or

(i) failure to comply with the requirements of Sec. 6-94 and of the court within the period determined by the court will result in the aggressive dog becoming the sole property of the City and being subject to disposition as Animal Services deems appropriate;

(B) order Animal Services to seize and impound the dog if the dog is not impounded; if so ordered, the aggressive dog will become the sole property of the City and will be subject to disposition as Animal Services deems appropriate; or

(4) find that the aggressive dog owner did not fail to comply with requirements of Sec. 6-94 and order Animal Services to release the dog to its owner if the dog is impounded.

(d) The owner of a dog must pay the costs and fees related to the seizure, quarantine, and impoundment of the dog, unless these costs or fees are waived by the court.

(e) The decision of the municipal court will be final and non-appealable.

(f) If a dog commits an act by a dangerous dog under the dangerous dog definition of this Chapter, the dangerous dog determination process outlined in [Article VII](#) of this Chapter applies.

#### **Sec. 6-97. Aggressive dog owner notifications.**

(a) The owner of an aggressive dog must notify Animal Services within twenty-four (24) hours if the aggressive dog is at large, unconfined, has attacked a human being or another domestic animal, has died, or has been sold or given away.

- (b) If an owner of an aggressive dog sells, gives away, or moves the dog to a new address, the owner, no later than the fourteen (14th) day after the date of the sale, gift, or move, must notify Animal Services. Upon selling, giving away, or moving the registered aggressive dog to a new address, that owner must notify the new owner(s) of the dog, if any, that the dog has been determined aggressive.

**Sec. 6-98. Attack by an aggressive dog; criminal penalty.**

- (a) A person commits an offense if the person is the owner of an aggressive dog, and the dog makes an unprovoked attack on a person or domestic animal outside of the animal's enclosure and causes bodily injury to the person or domestic animal.
- (b) If a person is found guilty of an offense under this Section, the court may order the owner of an aggressive dog to comply with additional requirements as deemed appropriate by the court.

**Sec. 6-99. Violations.**

- (a) A person who owns an aggressive dog commits an offense if the person fails to comply with the requirements of owning an aggressive dog found in this Article and any additional requirements imposed by the municipal court, if applicable.
- (b) It is a violation of this Article for any person to refuse or fail to deliver a dog subject to this Article to Animal Services or harbor, hide or secrete, or transport or secure the transport of a dog subject to this Article to prevent its impoundment.

**Sec. 6-100. Defenses; aggressive dogs.**

- (a) It is a defense to prosecution under this Article that the person is a veterinarian, a licensed police officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the dog in connection with that position; provided, however, that for any person to claim a defense under this Section, such person must be acting within the course and scope of their official duties with regard to the aggressive dog.
- (b) It is a defense to prosecution under this Article that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this section, such person must be acting within the course and scope of their official duties with regard to the aggressive dog.
- (c) It is a defense to prosecution under this Chapter that the person is a dog trainer or an employee of a guard dog company under Chapter 1702, Occupations Code; provided, however, that for any person to claim a defense under this Section, such person must be acting within the course and scope of their official duties with regard to the aggressive dog.

- (d) It is a defense to prosecution under this Article that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

## **ARTICLE IX. ENFORCEMENT**

### **Sec. 6-101. Criminal prosecution.**

- (a) It is unlawful for any person to intentionally, knowingly, recklessly, or with criminal negligence commit a prohibited act or fail to perform a required act as required by this Chapter or violate any provision of this Chapter. Each day a violation under this Chapter exists, each separate animal, and each condition in violation of any provision of this Chapter will constitute a separate offense.
- (b) Upon conviction of a violation committed under this Chapter, the maximum amount a person may be fined per a violation is two thousand dollars (\$2000.00). A person may be fined not less than one hundred dollars (\$100.00) for a first conviction under this Chapter. In the event a defendant has been convicted once previously under this Chapter, the defendant may be fined an amount not less than two hundred dollars (\$200.00) and not less than three hundred dollars (\$300.00) for a third conviction and for each conviction thereafter.

### **Sec. 6-102. Civil Remedies.**

- (a) The City may seek a warrant or order from a court of competent jurisdiction to enforce this Chapter, pursuant to all applicable local, state, and federal laws.
- (b) Prosecution for an offense under Sec. 6-101, or any other provision of this Chapter or state or local law, does not prevent the use of civil enforcement remedies or procedures applicable to enforcement of this Chapter.

ORDINANCE NO. 2020-5028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 6, "ANIMALS" TO MAKE MINOR CORRECTIONS; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, Council adopted Ordinance No. 2019-4978, Chapter 6, "Animals," on July 18, 2019 which made several substantive changes to Chapter 6 - since the passage of Ordinance No. 2019-4978, Staff has discovered a few minor errors in the amendments that require correction;

**Whereas**, to correct these errors Staff recommends amending Chapter 6, "Animals," by:

- Changing the definition of "hen" to read "a female domestic chicken" in Sec. 6-3 to mirror the Chapter's definition of rooster, which reads "a male domestic chicken;"
- Rewording Subsection 6-4(b) to better clarify when an animal is not a large and is not required to be under restraint;
- Removing the word "and" and replace it with the word "or" in Subsection 6-23(c)(2);
- Replacing a period with a semi-colon in Subsection 6-54(c)(1)(A);
- Rewording Subsection 6-54(d)(1) to simplify the language and emphasize where male and female chickens may be kept;
- Removing the word "exceptions" and replacing it with the term "affirmative defenses" in Subsection 6-54(f) and Subsection 6-60(b) to mirror Sec. 6-52(b);
- Changing some of the words in Subsections 6-54(f)(1)-(4) from plural to singular;
- Correcting the spelling of the word "waive" in Subsection 6-61(n);
- Removing the commas in Subsections 6-96(c)(1) and (2);
- Adding the word "any" in Subsection 6-96(c)(3)(A);
- Removing the word "by" and replacing it by the word "of" in Subsection 6-96(c)(3)(A)(i); and
- Removing the word "and" and replacing it with the phrase "if so ordered" in Subsection 6-96(c)(3)(B).

**Whereas**, Staff recommends Council amend the Code of Ordinances Chapter 6, "Animals," as outlined in Exhibit 'A,' attached hereto and incorporated herein for all purposes; and

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

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

**Part 1: 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 amends the Code of Ordinances Chapter 6, “Animals” as outlined in Exhibit ‘A,’ attached hereto and incorporated herein for all purposes.

**Part 3:** All Ordinances or parts of Ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

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

**Part 5:** 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 7<sup>th</sup> day of **May, 2020.**

PASSED AND APPROVED on Second Reading on the **21<sup>st</sup>** day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, MAYOR

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20

Item #6

Regular Agenda

Page 1 of 2

### **DEPT. / DIVISION SUBMISSION REVIEW:**

Jason Deckman, Planner

**ITEM DESCRIPTION:** FIRST READING – PUBLIC HEARING – FY-20-17-ZC: Consider adopting an ordinance authorizing a rezoning from Agricultural to Commercial zoning district on 3.182 +/- acres, located in the Vincent Barrow Survey, Abstract 64 in Bell County, Texas, addressed as 5412 and 5358 North General Bruce Drive.

**PLANNING & ZONING COMMISSION RECOMMENDATION:** At the April 6, 2020 meeting, the Planning & Zoning Commission voted 7 to 0 to recommend rezoning to Commercial (C).

**STAFF RECOMMENDATION:** Staff recommends approval for a rezoning from Agricultural (AG) to Commercial (C) district for the following reasons:

1. The proposed Commercial zoning is compatible with surrounding zoning, existing and anticipated uses;
2. The proposal is in compliance with the Thoroughfare Plan and Future Land Use Plan; and
3. Public facilities are available to serve the subject property.

**ITEM SUMMARY:** The applicant, Frank Korenek, requested rezoning of two parcels from Agricultural (AG) to Commercial (C) zoning district. A single-family home and an outbuilding are located on the two parcels. Both parcels were reduced in area when the land was acquired by TxDOT to allow for the widening of I-35 and the frontage roads. The applicant feels that the proximity to the frontage road and interstate highway will make these properties less desirable for residential use. While no end-user has been formally identified, the requested rezoning will allow the property to be developed for commercial uses. A comparison between uses allowed in the existing and proposed zoning districts is shown in the attached table.

This property is not platted. Platting would be required prior to building permits being issued. The property is located within the I-35 Corridor Overlay District (Industrial Sub-District), which has its own list of permitted uses and aesthetic standards related to architecture and landscaping. Finally, the property is located within the FEMA Flood Hazard Zone which will constrain any proposed development.

**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 / Future Development Plan (CP Map 3.1)

The subject property is within the Regional Commercial area shown on the Future Development Plan (FDP) in the draft 2020 Comprehensive Plan. The Regional Commercial district is intended for regionally serving businesses that rely on higher traffic volumes and the visibility that is associated with being located along a major highway such as I-35. This request is **in compliance** with the Future Development Plan.

Thoroughfare Plan (CP Map 5.2)

The subject property fronts along North General Bruce Drive, on the southbound frontage road. I-35 is shown as an expressway on the Thoroughfare Plan. The C zoning supports the type of business or retail uses that would be appropriate on a busy frontage road. This request is **in compliance** with the Thoroughfare Plan.

Availability of Public Facilities (CP Goal 4.1)

Wastewater is available from an existing 21-inch sewer line that runs through the southern parcel. Water is available from a 12" line that follows Pegasus Drive.

**SUBDIVISION PLAT:** A subdivision plat will be required for this property prior to development. The plat will address needed connection to public facilities, right-of-way, and development in the Flood Hazard Zone.

**DEVELOPMENT REGULATIONS:** The attached tables compare and contrast the uses allowed in the Agricultural and Commercial Zoning Districts.

**PUBLIC NOTICE:** Five 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 Thursday April 2, 2020, at 12:00 PM, two notices in agreement have been received. An update regarding late notices, will be provided at the Planning & Zoning Commission meeting, if necessary.

The newspaper printed notice of the public hearing on March 25, 2020, in accordance with state law and local ordinance.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

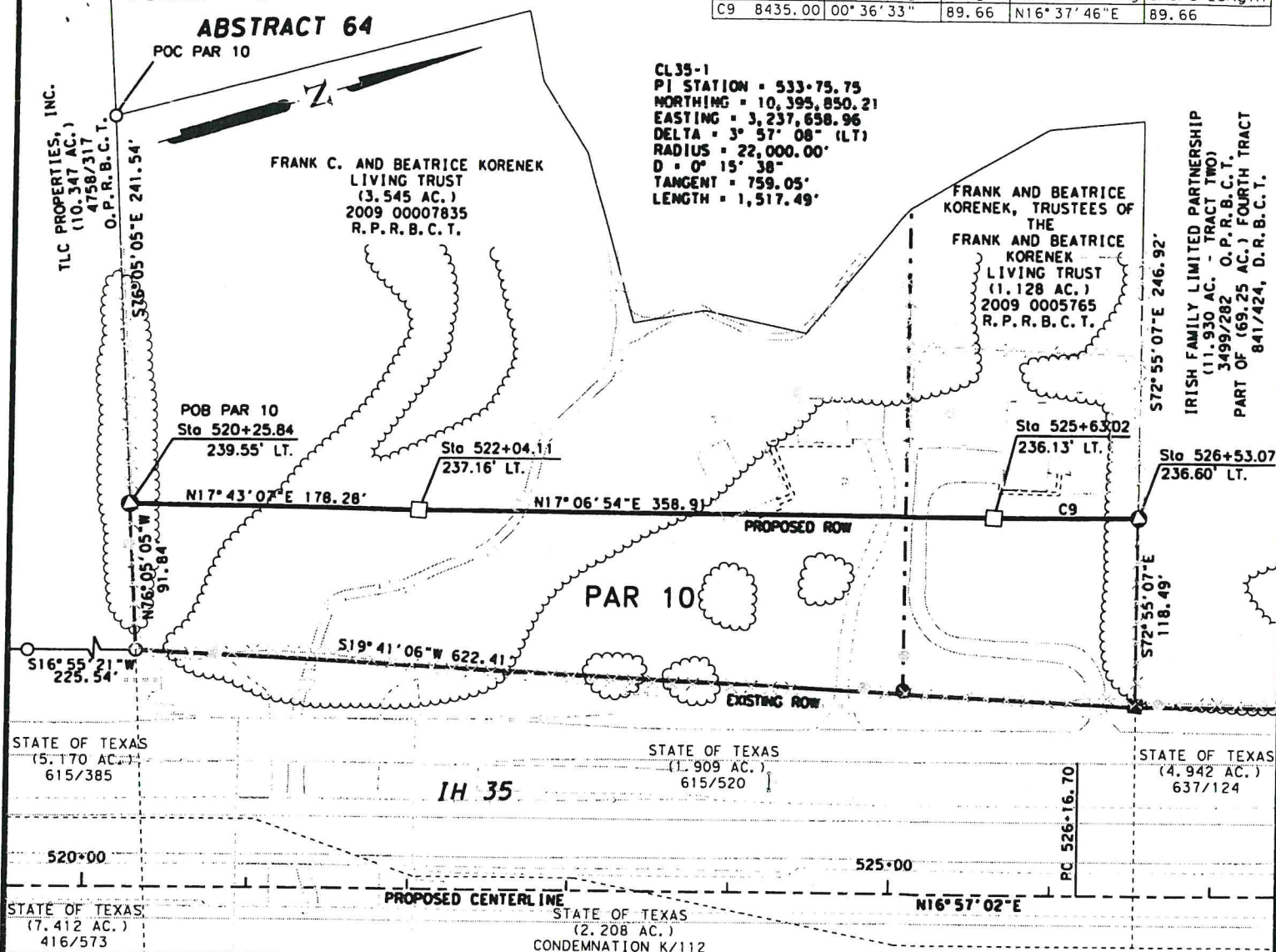
[Survey \(Exhibit A\)](#)  
[Use Tables](#)  
[Maps](#)  
[Site Photos](#)  
[Returned Property Notices](#)  
[Ordinance](#)



## VINCENT BARROW SURVEY

## ABSTRACT 64

NO.	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C9	8435.00	00° 36' 33"	89.66	N16° 37' 46"E	89.66



## SURVEY LEGEND

- ⊙ = SET 5/8" IRON WITH TxDOT ALUMINUM CAP  
STAMPED "CONTROL OF ACCESS POINT"
- = TYPE II MONUMENT SET
- = TYPE I MONUMENT FOUND
- = 5/8" IRON ROD SET W/ "LANDESIGN" CAP UNLESS NOTED
- ⊙ = 5/8" IRON ROD SET W/ "TxDOT" CAP UNLESS NOTED
- = 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ = IRON PIPE FOUND
- △ = CALCULATED POINT
- P = PROPERTY LINE
- C = CENTER LINE
- ( ) = RECORD INFORMATION
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- +++ = ACCESS DENIAL LINE
- D.R.B.C.T. = DEED RECORDS BELL COUNTY, TEXAS
- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BELL COUNTY, TEXAS
- R.P.R.B.C.T. = REAL PROPERTY RECORDS BELL COUNTY, TEXAS

## NOTES:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, WITH ALL DISTANCES AND COORDINATES BEING NAD 83 DATUM AND ADJUSTED TO THE SURFACE BY PROJECT SURFACE FACTOR OF 1.00013.

ACCESS IS PERMITTED TO HIGHWAY FACILITY FROM THE REMAINDER OF THE ABUTTING PROPERTY.

PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David R. Hartman  
Registered Professional Land Surveyor, No. 5264, State of Texas



LANDESIGN  
SERVICES, INC.

512-238-7901  
555 ROUND ROCK WEST DR.  
BUILDING D, SUITE 170  
ROUND ROCK, TEXAS 78681

PARCEL: 10  
HIGHWAY: IH 35  
ROW CSJ: 0015-04-083  
SCALE: 1" = 100'

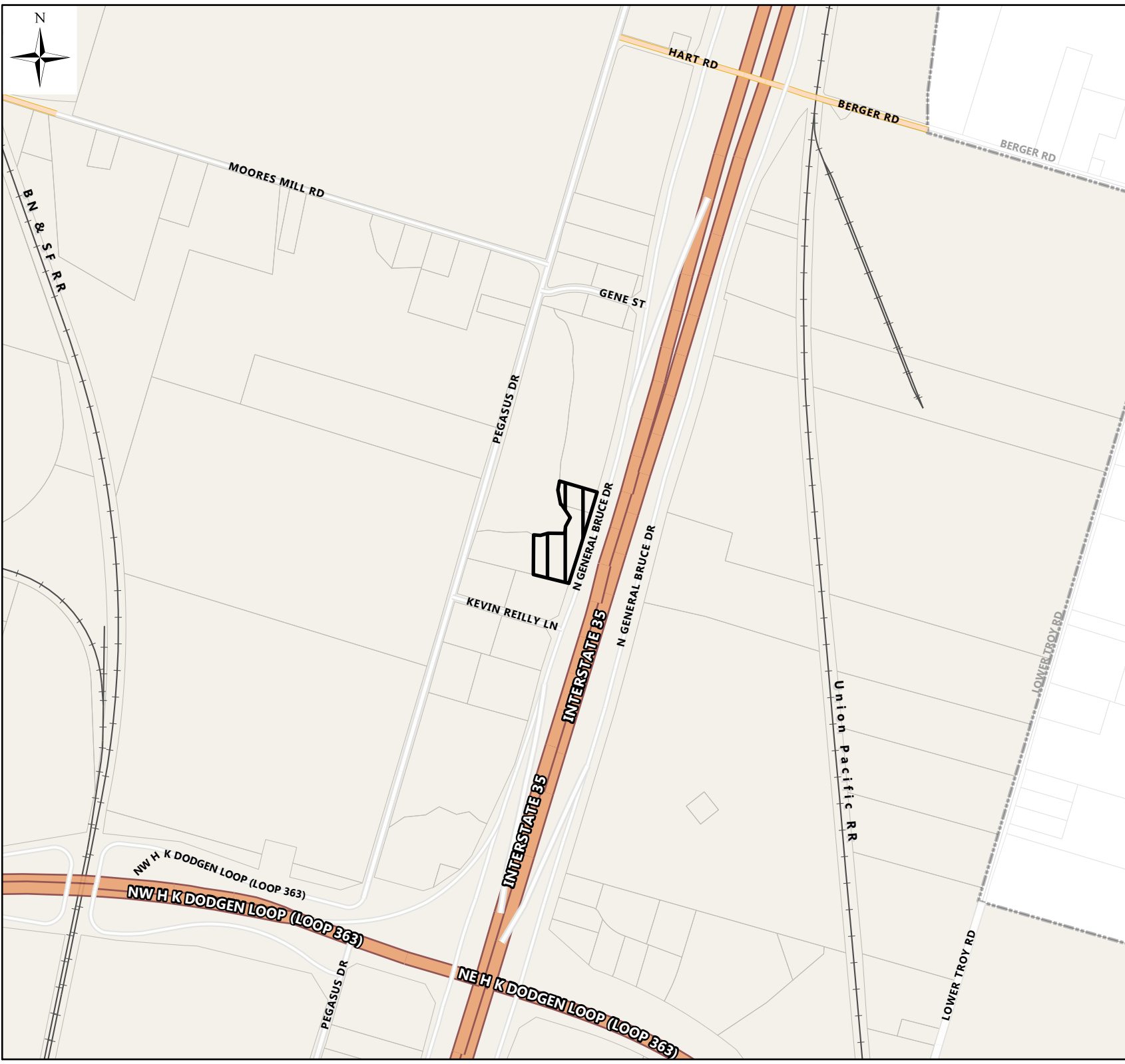
ACRES 1.491  
COUNTY: Bell  
DATE: 04/16/10  
SHEET: 3 of 3



# Tables

Permitted & Conditional Uses Table  
Comparison between AG & C

Use Type	Agricultural (AG)	Commercial (C)
Residential Uses	<ul style="list-style-type: none"> <li>• Single Family Residence (Detached)</li> <li>• Industrialized housing</li> <li>• Recreational Vehicle Park (CUP)</li> </ul>	<ul style="list-style-type: none"> <li>• Single Family Residence (Attached or Detached)</li> <li>• Industrialized housing</li> <li>• Two-Family Dwelling</li> <li>• Townhouse (limitations)</li> </ul>
Agricultural Uses	<ul style="list-style-type: none"> <li>• Animal Shelter</li> <li>• Farm, Orchard, Garden</li> <li>• Greenhouse / Nursery</li> </ul>	<ul style="list-style-type: none"> <li>• Animal Shelter (CUP)</li> <li>• Farm, Orchard, Garden</li> <li>• Hatchery, poultry</li> <li>• Kennel</li> </ul>
Commercial Uses	None	<ul style="list-style-type: none"> <li>• Building Material Sales</li> <li>• Cabinet Shop</li> <li>• Welding shop</li> <li>• Flea market (indoors)</li> </ul>
Industrial Uses	<ul style="list-style-type: none"> <li>• Animal Feedlot (CUP)</li> <li>• Temporary Asphalt/Concrete Plant (CUP)</li> <li>• Laboratory – medical, scientific, or research (CUP)</li> <li>• Recycling Collection (CUP)</li> </ul>	<ul style="list-style-type: none"> <li>• Laboratory manufacturing</li> <li>• Laboratory – medical, scientific, or research</li> <li>• Recycling Collection (limitations)</li> <li>• Storage Warehouse</li> </ul>
Retail & Service Uses	<ul style="list-style-type: none"> <li>• Exercise Gym (CUP)</li> </ul>	<ul style="list-style-type: none"> <li>• Alcohol sales, off-premise (package store)</li> <li>• Furniture and appliance sales and service</li> <li>• Hardware Store</li> </ul>
Office Uses	None	<ul style="list-style-type: none"> <li>• Office</li> <li>• Warehouse office (CUP)</li> </ul>
Recreational Uses	<ul style="list-style-type: none"> <li>• Day Camp for children</li> <li>• Park or playground</li> <li>• Rodeo Grounds (CUP)</li> <li>• Amusement, Commercial, outdoor (CUP)</li> </ul>	<ul style="list-style-type: none"> <li>• Beer and Wine sales, less than 75% revenue</li> <li>• Amusement, Commercial, (indoor or outdoor)</li> </ul>
Transportation uses	None	<ul style="list-style-type: none"> <li>• Motor Freight Terminal</li> <li>• Hauling Company</li> </ul>
Vehicle Sales and Service uses	None	<ul style="list-style-type: none"> <li>• Auto Leasing</li> <li>• Truck sales</li> </ul>



AG to C

VICINITY MAP

Zoning Case:  
FY-20-17-ZC

5412 & 5358 North  
General Bruce Drive

Transportation

- Streets
- EXPRESSWAY
  - MAJOR ARTERIAL
  - COLLECTOR
  - LOCAL STREET
  - MINOR ARTERIAL
  - RAMP
  - Railroad
  - Temple Municipal Boundary

Parcel Features

- Parcels
- ETJ Parcels

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

jdeckman  
Date: 3/3/2020





AG to C

## AERIAL MAP

Zoning Case:  
FY-20-17-ZC

5412 & 5358 North  
General Bruce Drive

### Transportation

Streets

 EXPRESSWAY

 LOCAL STREET

 Temple Municipal Boundary

### Parcel Features

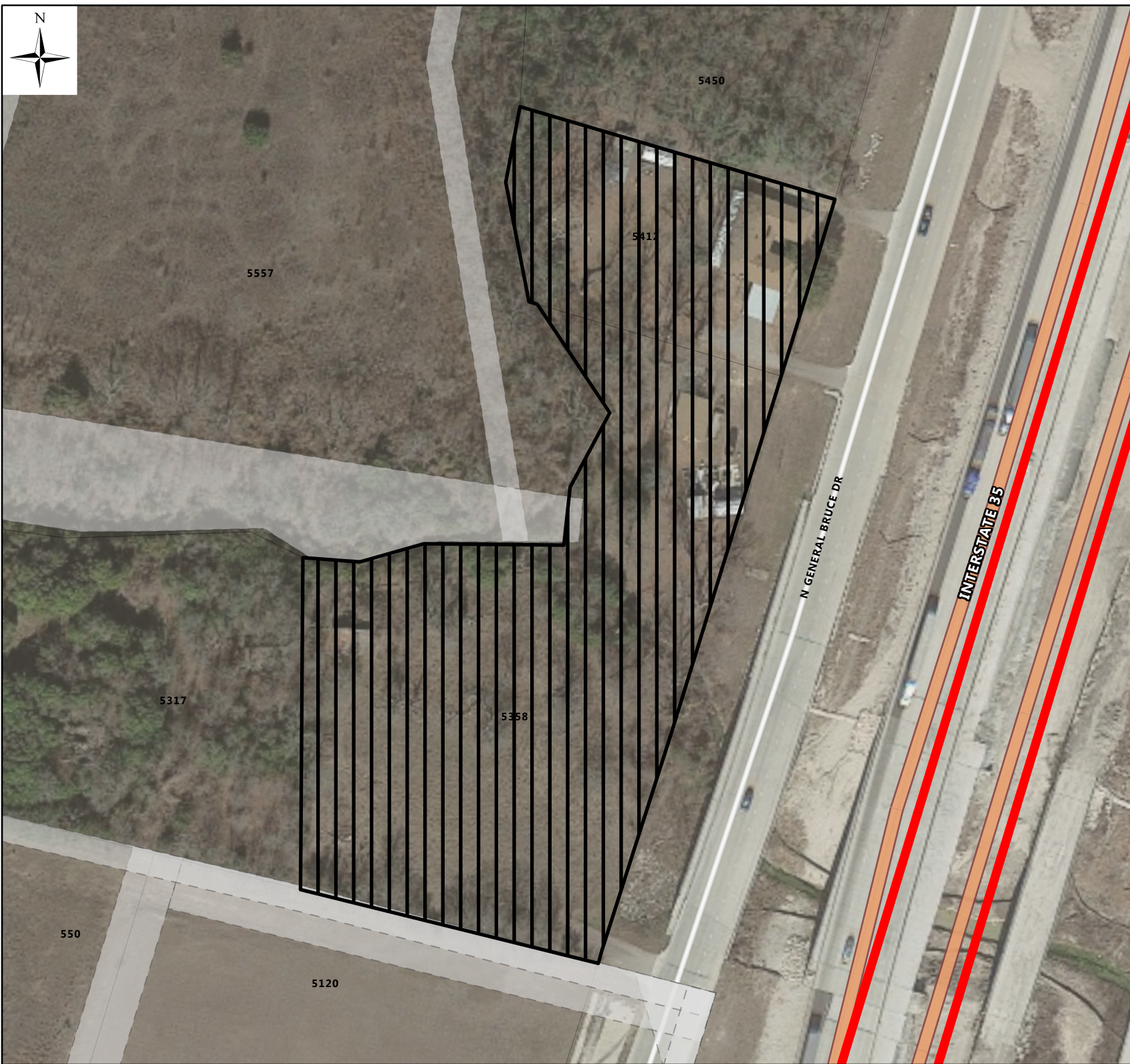
 Parcels

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

jdeckman  
Date: 3/3/2020







AG to C


## THOROUGHFARE AND TRAILS MAP

Zoning Case:

FY-20-17-ZC

5338 & 5412 North  
General Bruce Drive


### Parcel Features

 Parcels


 Easement


Thoroughfare Plan

 Expressway

 Major Arterial

 Proposed Major  
Arterial

 Minor Arterial

 Proposed Minor  
Arterial

 Collector

 Proposed  
Collector

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

jdeckman  
Date: 4/1/2020







AG to C

## UTILITY MAP

Zoning Case:  
FY-20-17-ZC

5412 & 5358 North  
General Bruce Drive

### Sewer

- Manhole

Gravity Main

### WaterDistribution

- Hydrant

Main

### Parcel Features

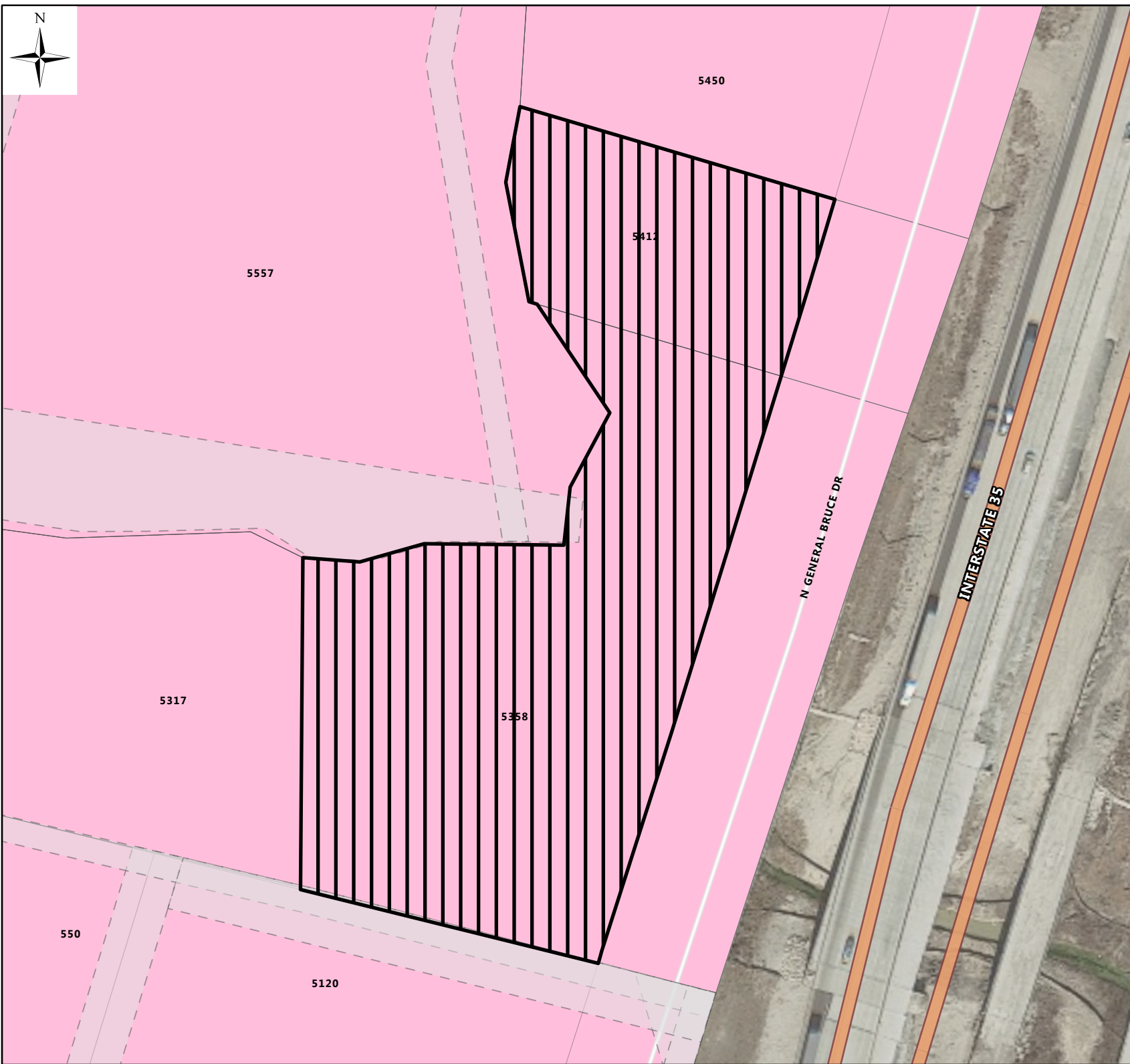
- Parcels
- Easement

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

jdeckman  
Date: 4/1/2020







AG to C

**FUTURE LAND  
USE MAP**

Zoning Case:  
FY-20-17-ZC

5338 & 5412 North  
General Bruce Drive

- 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

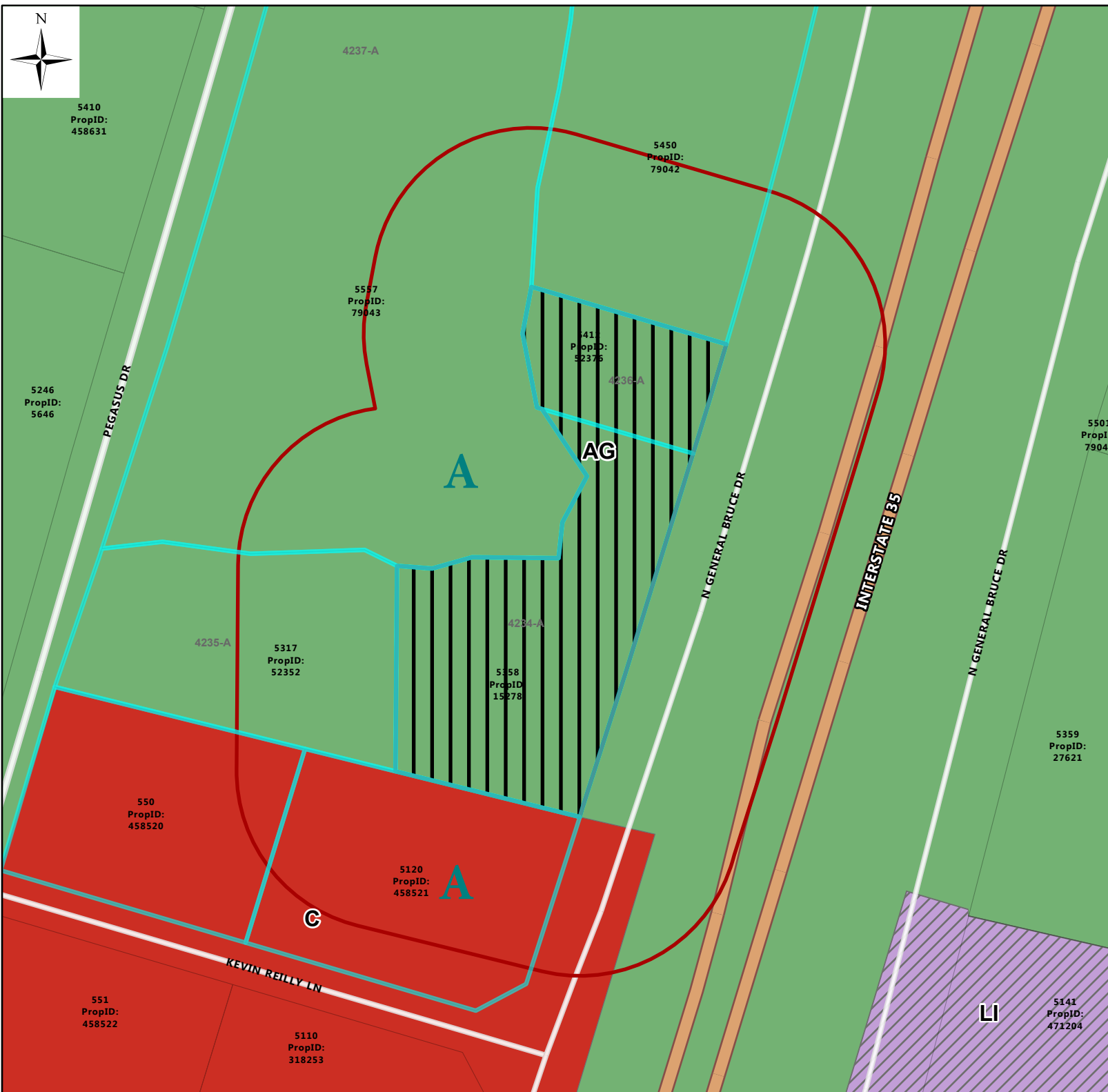
**Parcel Features**

- Parcels
- Easement

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jdeckman  
Date: 3/3/2020





AG to C  
200'  
NOTIFICATION MAP

Zoning Case:  
FY-20-17-ZC

5412 & 5358 North  
General Bruce Drive

CurrentZoning		
HI - CUP	MF-3 - PD	HI - PD
UE	O-1	AG
UE - PD	O-1 - CUP	AG - CUP
SF-1	O-1 - PD	MH
SF-1 - CUP	O-2	MH - CUP
SF-1 - PD	O-2 - CUP	MH - PD
SF-2	O-2 - PD	MU
SF-3	NS	MU - CUP
SF-3 - PD	NS - CUP	SD-C
SF-3 - CUP, PD	NS - PD	SD-C - CUP
SFA	GR	SD-H
SFA-2	GR - CUP	SD-H - CUP
SFA-2 - PD	GR - PD	SD-T
SFA-3	GR - CUP, PD	SD-V
SFA-3 - PD	CA	T4
2F	CA - CUP	T4 - PD
2F - CUP	CA - PD	T4 - CUP
2F - PD	C	T5-C
MF-1	C - CUP	T5-C - CUP
MF-1 - CUP	C - PD	T5-C - PD
MF-1 - PD	C - CUP, PD	T5-E
MF-2	LI	T5-E - CUP
MF-2 - CUP	LI - CUP	T5-E - PD
MF-2 - PD	LI - PD	NO BASE
	LI - CUP, PD	CUP
	HI	PD

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

jdeckman  
Date: 3/3/2020





Facing northwest into subject property



Traffic on I-35 and Frontage Road





Facing south along N General Bruce Drive



Facing north along N General Bruce Dr





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

March 19, 2020

Parcel ID#458521  
TLC PROPERTIES INC  
5110 N GENERAL BRUCE DR  
TEMPLE, TX 76501-9722

**Zoning Application Number:** FY-20-17-ZC

**Case Manager:** Jason Deckman

Location: 5412 and 5358 North General Bruce 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

MAT NAEGELE  
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, [jdeckman@templetx.gov](mailto:jdeckman@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **Monday, April 6, 2020**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed:

5

Date Mailed: March 19, 2020

***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**

March 19, 2020

Parcel ID#79043  
IRISH FAMILY LTD PARTNERSHIP  
PO BOX 2482  
LUBBOCK, TX 79408

**Zoning Application Number:** FY-20-17-ZC

**Case Manager:** Jason Deckman

Location: 5412 and 5358 North General Bruce 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:**

NO OBJECTIONS

Mike Irish  
Signature  
CO-MANAGING PARTNER,  
IRISH FAMILY LTD PARTN

MIKE IRISH  
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, [jdeckman@templetx.gov](mailto:jdeckman@templetx.gov) or mail or hand-deliver this comment form to the address below, no later than **Monday, April 6, 2020**.

City of Temple  
Planning Department  
2 North Main Street, Suite 102  
Temple, Texas 76501

Number of Notices Mailed:

5

Date Mailed: March 19, 2020

**OPTIONAL:** Please feel free to email questions or comments directly to the Case Manager or call us at 254.298.5668.

ORDINANCE NO. 2020-5029  
(FY-20-17-ZC)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A REZONING FROM AGRICULTURAL TO COMMERCIAL ZONING DISTRICT ON APPROXIMATELY 3.182 ACRES, LOCATED IN THE VINCENT BARROW SURVEY, ABSTRACT 64 IN BELL COUNTY, TEXAS, ADDRESSED AS 5412 AND 5358 NORTH GENERAL BRUCE DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, the applicant, Frank Korenek, has requested rezoning of two parcels addressed as 5412 and 5358 North General Bruce Drive, from Agricultural (AG) to Commercial (C) zoning district- the two parcels were reduced in size when right-of-way was acquired by the State of Texas to widen I-35 and the frontage roads and the applicant feels that the proximity to the frontage road and interstate highway will make these properties less desirable for residential use;

**Whereas**, the parcels are located within the I-35 Corridor Overlay District (Industrial Sub-District), which has its own list of permitted uses and aesthetic standards related to architecture and landscaping—they are also located within the FEMA Flood Hazard Zone which will constrain any proposed development;

**Whereas**, these parcels are not currently platted, and platting would be required prior to building permits being issued;

**Whereas**, the Planning and Zoning Commission of the City of Temple, Texas, at its April 6, 2020 meeting voted 7 to 0 to recommend Council approve of the rezoning, from Agricultural to Commercial zoning district on approximately 3.182 acres, located in the Vincent Barrow Survey, Abstract 64 in Bell County, Texas, addressed as 5412 and 5358 North General Bruce Drive as shown in ‘Exhibit A,’ attached hereto and incorporated herein for all purposes; and

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

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

**Part 1: 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 approves of the rezoning from Agricultural to Commercial zoning district on approximately 3.182 acres, located in the Vincent Barrow Survey, Abstract 64 in Bell County, Texas, addressed as 5412 and 5358 North General Bruce Drive, as shown

here in 'Exhibit A' attached hereto and incorporated herein 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 7<sup>th</sup> day of **May, 2020.**

PASSED AND APPROVED on Second Reading on the 21<sup>st</sup> day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

\_\_\_\_\_  
TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Hedrick  
Interim City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



## COUNCIL AGENDA ITEM MEMORANDUM

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05/07/20

Item #7

Regular Agenda

Page 1 of 1

**DEPT./DIVISION SUBMISSION & REVIEW:**

Erin Smith, Assistant City Manager

Jennifer Guzman, Grant Manager

**ITEM DESCRIPTION:** PUBLIC HEARING – Conduct a public hearing and consider adopting a resolution approving an amendment to the Community Development Block Grant Citizen Participation Plan.

**STAFF RECOMMENDATION:** Conduct a public hearing and adopt a resolution as presented in item description.

**ITEM SUMMARY:** The City of Temple annually receives Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development. The primary purpose of the grant program is to develop viable communities through the provision of decent housing, suitable living environments and expanding economic opportunities for low-and-moderate income persons. As a recipient of these entitlement program funds the City is required to produce a Citizen Participation Plan, which outlines how, and when, the City will request formal and informal participation in the development and implementation of the CDBG programs.

An amendment to the Citizen Participation Plan includes measures to allow for immediate response to current and/or future declarations of disaster and emergencies associated with allocations, receipt and expenditure of funding provided by the U.S. Department of Housing and Urban Development (HUD). Proposed updates to the Citizen Participation Plan include the following:

- Revise the 30-day public comment period to a five-day public comment period for substantial amendments to the Annual Action Plan.
- Change the requirement for two public hearings at City Council meetings to one public hearing.

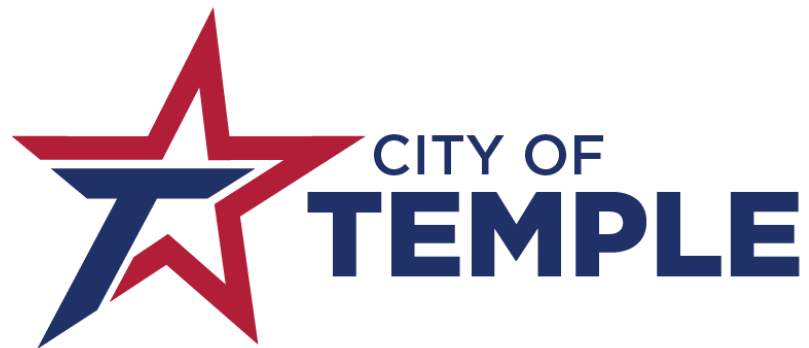
A public notice was published in the Temple Daily Telegram. The plan was on display for public comment for 15 days on the City's website to seek citizen input and comment.

**FISCAL IMPACT:** Not Applicable

**ATTACHMENTS:**

[Citizen Participation Plan](#)

[Resolution](#)



# 2020-2024 CITIZEN PARTICIPATION PLAN

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## Community Development Block Grant Program

Neighborhood Services Division

Adopted Date:

# CITIZEN PARTICIPATION PLAN

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## INTRODUCTION

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The Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments and communities with the resources necessary to meet the needs of low- to moderate-income residents. Annually, the Department of Housing and Urban Development (HUD) issues entitlement funds to local governments, including states, counties and cities, allowing those units of government flexibility to develop programs that meet the unique needs of their community. Citizen participation is necessary in order for the needs of Temple's residents to be determined, priorities that address those needs to be set, and the community to be enhanced through cooperation and teamwork in the development and implementation of the CDBG plans. The City of Temple (City) receives an annual CDBG entitlement from HUD and created this Citizen Participation Plan (CPP) to work as an integral part of the planning and implementation process for the CDBG Program.

Though HUD sets forth that the document should be a Citizen Participation Plan, it should be noted that neither HUD nor the City of Temple limits participation to U.S. Citizens, but encourages participation by any resident of the city or any party interested in how the City spends its CDBG funds.

The CPP must ensure that all residents, businesses, non-profits and other interested parties have clear direction on how they can become involved in how federal funds are spent at the local level. According to Part 24 of the Code of Federal Regulation, section 91.100, participation by residents in the CDBG Program is a requirement of HUD as is the development of a Citizen Participation Plan. Part 24 CFR 91.105 states the requirements of the Plan. The Plan must set forth the City's policies and procedures for involving residents and stakeholders in the CDBG planning and implementation process. The CPP must provide for and encourage residents, particularly low- to moderate-income residents, those living in low- to moderate-income neighborhoods or blighted neighborhoods, racial/ethnic minorities and the disabled, to participate in the development of the plans and evaluation reports. The main reports that are based on public input are the 5-Year Consolidated Plan, 5-Year Fair Housing Plan (Assessment of Fair Housing – AFH), and Annual Action Plans. Additionally, the annual Environmental Review Records and Consolidated Annual Performance and Evaluation Report (CAPER) are also open for public review and comment.

Often times during the implementation period, the City must alter its originally stated plans. The Citizen Participation Plan will specify the City's criteria for determining what changes in activities or funding constitute a substantial amendment to the Consolidated Plan and/or Annual Action Plan and how these actions must comply with federal regulations in involving residents in the amendment process.

In order to remain attuned to the needs of the community, this Citizen Participation Plan is updated at least every five years in conjunction with the CDBG Consolidated Plan; or as deemed necessary.

## ENCOURAGING CITIZEN PARTICIPATION

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The City of Temple recognizes that building a community requires involvement from a number of invested partners. The City is committed to involving residents and stakeholders in the planning, implementation and evaluation processes of the CDBG Program to the greatest extent possible. The City is especially committed to involving low- to moderate-income, minority, and disabled persons as well as those living in areas with blighted conditions or without equal amenities to the rest of Temple. In addition to participation by residents, local businesses, non-profit agencies, advocacy groups, and the local Housing Authority, everyone who wants to invest in the sustainable future of the Temple community is strongly encouraged to participate. The City, in consultation with the Temple Housing Authority, encourages the participation of residents of any public housing developments located within the City in the process of developing, revising, amending, adopting and implementing the documents covered by this Plan. The City will provide information to the Executive Director of the Housing Authority about the Consolidated Plan activities related to the public housing developments and communities so that Housing Authority can make this information available at the annual public hearings required for its Public Housing Authority Agency Plan.

The Citizen Participation process is an on-going element of the CDBG program and encourages public participation during every phase of the program. Neighborhood Services staff is available throughout the year to discuss programs and receive public comments. Reasonable advance notice is afforded through the City's website ([www.templetx.gov](http://www.templetx.gov)) and the Temple newspaper of general circulation, when public comments are actively being solicited for specific purposes such as:

- During the development of local funding priorities found in the five year Consolidated Plan;
- During the development of the Annual Action Plan and budget;
- During requests for substantial amendments to the Consolidated Plan and/or Annual Action Plan; and
- During the formulation of the Consolidated Annual Performance Evaluation Report (CAPER).

The City welcomes recommendations regarding additional or better methods to encourage involvement and participation.

## PLANNING PROCESS

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**Plan Development Process:** Public participation in the plan development process involves 2 phases: (1) identification of priorities, issues and concerns; and (2) proposal of activities and allocation of funds. The City incorporates any and all public input and comments into each planning document.

**Identification of Priorities, Issues and Concerns:** Early in the Consolidated Planning process as well as the Annual Action Plan process, the City will inform residents and interested parties of the process and provide a public hearing for residents and stakeholders to voice their views on priority needs and allocation of funds.

Specifically during the Consolidated Planning process, which occurs every 5 years, the City will make available a survey for residents and stakeholders to complete, rating the level of need for each of the CDBG-eligible activities. Additionally, open-ended questions will be asked to solicit free-form comments about the levels of need and methods for addressing the needs. A sample of the most recent survey in English and Spanish are located in Exhibit A.

During the Consolidated Planning process, the City will also inform residents and interested parties about fair housing choice and the Fair Housing Plan with its Assessment of Fair Housing (formerly Analysis of Impediments). A portion of the Consolidated Plan public hearing will be devoted to fair housing issues and

City staff will solicit comments regarding any incidences where the Fair Housing Act may have been violated directly or indirectly. Part of the Consolidated Plan survey will also be devoted to questions regarding fair housing violations and perceptions of unequal treatment for protected classes.

During the Consolidated Planning process and Fair Housing Plan development, City staff or its consultants will interview key stakeholders regarding fair housing and equal rights issues. The stakeholders may include advocacy groups, social service agencies, foundations, researchers, developers, realtors, lending institutions, homeowner associations, and other groups or individuals responsible for complying with, enforcing, or advocating for fair housing.

During the Annual Action Plan process, the City will host a public hearing to review the priorities set in the Consolidated Plan, past funding allocations, activities conducted, and current available funding. The attendees will be asked to comment on potential activities for the up-coming year. In conjunction with the first Annual Action Plan public hearing, the City will conduct a pre-application workshop for potential subrecipients who are interested in applying for funding.

As with the Consolidated Planning process, a public hearing during the Annual Action Plan process will include information on fair housing and City staff will solicit comments regarding any incidences where the Fair Housing Act may have been violated directly or indirectly.

**Proposal of Activities and Allocation of Funds:** Approximately 2 to 3 months after the initial public hearings and release of surveys during the Consolidated Planning process, the City will conduct a second public hearing to detail resulting funding priorities and actual proposed activities for the upcoming year.

As part of the Consolidated Planning process conducted every 5 years, this second public hearing will also involve discussion about the Fair Housing Plan and its Analysis of Impediments. The impediments will be discussed as well as the City's plans during the coming 5 years to address the impediments and to affirmatively further fair housing choice in Temple.

A draft of the proposed plan(s) will be made available and attendees will be encouraged to voice their opinions and concerns. During this second public hearing for the Annual Action Plan, there will again be a time to discuss fair housing issues and City staff will solicit comments from attendees.

The second public hearing may serve to launch the 30-day public comment period for the draft plan(s). As an option the City may choose to hold the second public hearing at any time during the public comment period.

The City staff will present the plan(s) to City Council each year in 2 stages. The proposed activities and funding allocations will be presented to City Council for approval. During the public comment period of the Council meeting, residents will have the opportunity to voice their opinion. The final plan(s) will be presented during a second City Council meeting. At that time, residents will have another opportunity to voice their opinion. The City will cease accepting public comments for the plan(s) prior to the City Council adopting the final document(s).

**Amendments:** During the program year, the City may opt to amend either the Consolidated Plan or the Annual Action Plan. A substantial amendment will occur when:

- An activity is proposed that was not listed or given a high priority in the Consolidated Plan;
- An activity is proposed that was not listed in the Annual Action Plan;
- An activity that was listed in the Annual Action Plan is to be cancelled;
- CDBG Target Areas have changed that requires mid-year corrections/changes of activities;
- The location of a public facility or infrastructure project detailed in the Annual Action Plan has changed; or

- 25% or more of the City's annual allocation is to be re-distributed among existing or new activities.

Minor amendments that do not require public notice, a public hearing or public comment period include, but not limited to:

- Less than 25% of the City's annual allocation is to be re-distributed among existing or new activities;
- The number of persons to be served by an activity has changed;
- Activities have been delayed and are to be initiated or completed at a later date; or
- The approved activity will be carried out by a different organization.

**Public Notification:** The public notices for public hearings will be posted at least 2 weeks prior to the opening of the hearing. The public notice for the public comment period will be posted in conjunction with the notice for the second public hearing. Notification will be in the main news section of the local general circulation newspaper, on the public notice board at City Hall, on the City's website and on the City's social media site. Samples of the public notices are in the Exhibits in the Appendix.

**Term of Participation/Comment:** Public comments may be submitted at any time, and are generally received for incorporation in the decision-making process and in the final documents from approximately early winter to mid-summer of each year for the Consolidated and Annual Action Plans. However, the official HUD-mandated public comment period will be at least 30 days, not including the day of publication, and will generally occur from early June through early July of each year for the Consolidated and Annual Action Plans. The public comment period for amendments to the plans will also be 30 days. The public comment period will end prior to the City's submission of the plan(s) to HUD for review and approval, thus giving staff time to incorporate any comments.

**Environmental Review Process:** The City will solicit comments and responses from agencies and entities responsible for the evaluating and maintaining the health and environment of the region. City staff will review documentation available from county, state and federal agencies to insure that no negative environmental or social impact results from projects to be undertaken during the year which are categorically excluded but not converting to exempt or require an Environmental Assessment. When required, the City will notify the agencies responsible for overseeing the element of the environment that might be impacted by the project. The agencies will be given at least 30 days to respond to the request for comment.

After sufficient time for the internal review and for any contacted agencies to respond to the notification of projects to be undertaken, the City will notify the public of its intent to conduct the non-exempt projects, its finding of no significant impact, and its intent to request a release of funds from HUD.

**Public Notification:** The public notice for public comment on the Environmental Review Records will combine the Finding of No Significant Impact (FONSI) and Notice of Intent (NOI) to request release of funds and will be posted in the legal notices section of the local general circulation newspaper, the Temple Daily Telegram, and on the City's website, [www.templetx.gov](http://www.templetx.gov). A sample of the public notice is included as Exhibit E.

**Term of Participation/Comment:** The public will be given 15 days, not counting the day of public notice, to comment. The public comment period will end at least 1 day prior to the City's submission of the Request for Release of Funds (RROF) to HUD for review and approval.

## **Additional Components**

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### ***Fair Housing***

With each Annual Action Plan the City must certify that it has taken and will continue to take steps to affirmatively further fair housing choice. Positive actions toward reducing or eliminating barriers to fair and

affordable housing must occur each year for the City to continue to receive HUD funds. During the Consolidated Planning Process every 5 years, the City will also develop a Fair Housing Plan with an Assessment of Fair Housing (formerly Analysis of Impediments). This plan will outline the actions to be taken during the ensuing 5 years to reduce or eliminate impediments to fair and affordable housing choice. Each year the City must report its progress in implementing the action steps.

The public participation for the development of this plan will coincide with the participation for the Consolidated Plan and be conducted simultaneously, though at least one housing forum will be held in conjunction with a public hearing to have an open discussion with landlords, realtors, housing developers, subsidized housing providers, public service agencies and advocacy groups regarding fair housing issues. The forum will be open to the public and the comments will be included in the Consolidated Plan and the Fair Housing Plan.

Most of the actions to reduce housing discrimination are the responsibility of the private sector, public service and advocacy agencies and the residents themselves. Throughout the year, the City will have information posted on its website and social media about fair housing choice and the rights of residents. At least one public hearing for the Consolidated Planning process will include a section on fair housing choice and the Fair Housing Act.

Each April a special activity will be planned during Fair Housing Month. The City will post fair housing posters in public locations of public building(s) and will make posters available to public service subrecipients. Information will be provided on the City website and with public service agencies about what constitutes a fair housing violation and processes for filing a fair housing complaint. Outreach will encourage landlords, realtors, housing developers, subsidized housing providers, public service agencies and advocacy groups and residents to understand Fair Housing, laws, what constitutes a violation and the process for filing a complaint.

**Public Notification:** The public notices for the Fair Housing Plan development will be an element of the public notices for the Consolidated Plan and will be placed in the news section of the local newspaper, as well as on the City's website.

**Term of Participation/Comment:** Public comments may be submitted at any time, and are generally received for incorporation in the decision-making process and in the final documents from February through approximately mid-summer every five (5) years for the Fair Housing Plan in conjunction with the Consolidated Plan. However, the official HUD-mandated public comment period will be at least 30 days, not including the day of publication, in conjunction with the preparation of the Consolidated Plan. In addition, the City maintains a log of all those who inquire about fair housing or wish to file a fair housing complaint. These contacts occur throughout the year.

**Assisting the Public with Fair Housing Issues:** Any resident, or resident-advocate, who is the victim of or observes possible fair housing violations may contact the Transform Temple Department, Neighborhood Services, to obtain assistance in determining if the issue is a violation. If the issue is a potential violation City staff will explain the complaint process and will assist the complainant in filing a fair housing complaint with HUD. If the alleged violation could be a violation to the City's Code of Ordinances, the appropriate City staff will be alerted to investigate the issue and take whatever legal action is indicated.

Fair Housing at the City of Temple

Transform Temple

Neighborhood Services

101 N Main St.

Temple, TX 76501

[cdbg@templetx.gov](mailto:cdbg@templetx.gov)

[www.templetx.gov/fairhousing](http://www.templetx.gov/fairhousing)



Fair Housing Complaints: Complaints may be taken through the HUD online complaint form. The complainant may complete the form directly or with the assistance of City staff. The complainant may file directly with HUD at:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)

Or contact the Fort Worth Regional Office of HUD at:

FHEO Office

U.S. Dept of HUD

801 Cherry Street, Unit #45

Suite 2500

Fort Worth, TX 76102

(888) 560-8913

### **Evaluation Process**

Each year the City conducts an evaluation of the past year's performance. As part of the evaluation, and as required by HUD, the City develops a Consolidated Annual Performance and Evaluation Report (CAPER). The City notifies the public of the availability the CAPER for review and public comment. The City receives and incorporates any and all pertinent public comments into the document.

Public Notification: The public notice of the availability of the CAPER for public review/comment will be posted in the local newspaper. A sample of the public notice is included as Exhibit F.

Term of Participation/Comment: The public will be given 15 days, not counting the day of public notice, to comment. The public comment period will end prior to the City's submission of the CAPER to HUD for review and approval; so that City staff has adequate time to incorporate comments into the CAPER.

Every fifth year, the City prepares a 5-year Consolidated Plan to take effect the following year. The Consolidated Plan describes the housing and community development needs and priorities as well as a 5-year strategy for addressing those needs. The City must submit this 5-Year Consolidated Plan to HUD in order to receive the annual CDBG entitlement grant. This document is specifically designed to:

- Promote citizen participation in the development of local priority needs and objectives by providing comprehensive information on the jurisdiction that is easy to understand;
- Summarize statutory requirements in such a manner as to achieve the purpose of these requirements in a comprehensive way;
- Promote the development of Annual Action Plans that coincide with the Consolidated Plans' priorities and provide a basis for assessing performance; and
- Encourage consultation with public and private agencies, including those outside the jurisdiction, to identify shared needs and solutions.

Beginning with the 2015-2019 Consolidated Plan, the City of Temple must complete an on-line plan in HUD's Integrated Disbursement and Information System (IDIS) as well as have online and paper copies available for the public to review. The Neighborhood Services staff, using the guidance of this Citizen Participation Plan, establishes the goals set forth in the Consolidated Plan. Exhibit B shows a list of the 2015-19 funding priorities derived from a combination of resident responses to a comprehensive survey in English and Spanish, Neighborhood Services staff priorities, input from stakeholders and from other City departments. In order to solicit a broad range of information from the community, the City conducts:

- A survey of residents through on-line access and paper copy in English and Spanish;

- Group meetings and/or individual meetings and phone interviews with various housing, social service, economic development, advocacy, and community-based organizations; and
- At least 2 public hearings open to all interested parties.
- The City encourages all interested citizens or groups to present opinions or proposals to the City for consideration under the CDBG program. Citizens may become involved by:
  - Attending CDBG public hearings and presenting ideas, suggestions, and proposals;
  - Submitting comments, concerns, and recommendations through email or in writing to City staff;
  - Contacting the Neighborhood Services office for discussion, or assistance with preparation of complaints, suggestions, or proposals;
- Pursuing other means of participation that are not mentioned but may be available.

The City may also seek public comments, advertise for specific events or solicit public participation for certain programs. At that time, information will be distributed to local organizations and businesses for posting. For example, postings asking for comments or participation regarding housing programs may be distributed to the Temple Housing Authority, placed at neighborhood parks, schools and churches. Additionally, these types of postings may be sent to businesses serving the area that may be affected by the activity. When seeking public comments from a specific segment of the population or area, the City will make every effort to distribute postings, announcements and flyers to areas that will directly reach the intended audience.

Annually, the City solicits citizen participation in the preparation of various documents. Invitations to submit comments will be included with all public hearing notices. The public hearing notice will also specify how to submit a comment and the deadline for submitting such comments. Written comments relating to CDBG may be submitted to the Neighborhood Services office at any time during normal business hours. Additionally, public comments may be submitted in person to the Neighborhood Services office located at 101 N. Main ST., Temple, TX 76501, or via email at [CDBG@Templetx.gov](mailto:CDBG@Templetx.gov). The public may also choose to attend any CDBG related public meeting or hearing in order to submit public comments.

The City may also seek public comments through other emerging avenues such as social media.

## **BUILDING COMMUNITY AWARENESS**

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The City will continue to use the expertise of the City of Temple Marketing and Communications Department in the development and distribution of information about the CDBG program. This office is tasked with keeping residents informed about city policies, programs, services and neighborhoods. Its services to the community currently includes:

- News Releases;
- Public service announcements;
- CH10, the municipal access channel broadcast on cable TV and streamed online with original programming and a rotating informational bulletin board;
- City website that provides information, applications, forms and interactive features such as maps;
- Social media, including Facebook, Twitter, Instagram, and YouTube; and

## **PUBLIC NOTICE OF PROJECTS – PUBLIC HEARINGS AND MEETINGS**

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Notice of Funding Source: All of the displacement/relocation projects undertaken with CDBG funds will have posted an on-site public notice indicating that Federal HUD funds are being used wholly or in part to carry out the activities. This allows the public the opportunity to contact the City or HUD to comment on the project/activity itself or the manner in which the activity is being carried out.

**Public Notification:** The public notice for a public hearing regarding displacement will be posted at least 2 weeks prior to the opening of the hearing. The notice will be posted in the Temple Telegram and at the site of the pending displacement. The public notice of the funding source will remain on-site during the term of the activity. The notice will be posted during the construction of or improvements to facilities or infrastructure that required the displacement. For major improvements or new facilities, the inclusion of HUD as the funder will be posted in a place visible to the public – either through signage or a notice in the main area of the facility. For housing rehabilitation, a sign in the front yard will be posted during renovations. For public services, a notice may be posted in a public area of the building in which the public service is being conducted. An example of the public notice can be found as Exhibit G.

The City may elect, and is encouraged, to hold some public meetings in other neighborhoods that may be affected by the activities of the CDBG program. Occasionally, public meetings will be held at other venues where at least 51% of the residents in the area are low- to moderate-income (CDBG Target Areas). Examples of other venues include recreation buildings, churches and public schools in the area.

In the event of a local, state or federally declared disaster or emergency where public places may be closed to the public or in-person participation may not be feasible or large gatherings may be considered a public health risk, the City may opt to conduct public hearings and meetings virtually via conference call or live web-streaming with the ability to ask questions and provide an opportunity to comment where public comment is required to be heard. Accommodations will be made for persons with disabilities and non-English speaking persons upon request. Documents for public review will be shared via the City's website.

In the event of an emergency, the following alternatives may be instituted by the City:

1. The public comment and display period for the Consolidated Plan and/or Annual Action Plan and any amendment thereto will be consistent with HUD's requirements.
2. Draft documents for public comment and review will be made available on the City's website at <https://www.templetx.gov/1939/CDBG>

Copies of the draft documents will be e-mailed upon request, if possible.

3. Public meetings may be held as virtual meetings using online platforms for public viewing with the option for real-time questions to be presented.
4. The City may opt to hold one public hearing during the Consolidated Plan/Annual Plan process and its second required public hearing during the CAPER process for the same program year if a virtual hearing is not feasible.

Public meetings (for the purposes of the CDBG program) are defined as informal, but documented, meetings between City staff (and relevant contractors) and City residents. These meetings are designed to promote the open and honest exchange of ideas, to enhance the impact of CDBG funds for the communities of Temple. Public meetings will be held to collect information (formal and informal comments), to review performance and to generally encourage understanding of, and participation in, CDBG project development and implementation. City staff and relevant contractors, may host public meetings at various locations throughout the City, in a location that meets ADA accessibility standards; to solicit input on any aspect of the CDBG Program.

Public hearings (for the purposes of the CDBG program) are defined as City Council meetings at which a CDBG agenda item is to be presented to Council and attendees. During the development of the Annual Action Plan (once per year), the City will host two public hearings. The two public hearings are:



- Proposed Annual Action Plan public hearing (generally held in June)
- Adoption of AP (generally held in July)

During the development of the Consolidated Plan (once every five years), an additional four public hearings will be held. The four public hearings are:

- Proposed Citizen Participation Plan & Fair Housing Plan public hearing (generally held in October)
- Needs assessment public hearing for the Consolidated Plan (generally held in the Spring)
- Proposed Consolidated Plan public hearing (may, or may not, be at same Council meeting as proposed AP public hearing; generally held in June)
- Adoption of Consolidated Plan public hearing (may, or may not, be at same Council meeting as adoption of AP public hearing; generally held in July)

All residents of Temple will be affected, directly or indirectly, by community development activities and are encouraged to participate in the planning and implementation of the activities to be undertaken with CDBG funds. Persons interested in participating, or learning more about the CDBG Program, are urged to attend the public hearings.

## **Purpose Of Public Hearings/Meetings**

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HUD requires the City to hold public hearings so that the public can express its views and so that the City can respond to questions and proposals for the use of CDBG funds. According to HUD, public hearings are to be held at all stages of the planning process, including the needs assessment, identification of priorities, allocation for funds to meet the needs, review of proposed activities and review of program performance. The City holds at least two – six public hearings during the CDBG Consolidated Planning and Annual Action Planning process, and during times of amendments to programs, activities or funding allocations. If comments are received during these public hearings, a summary of all pertinent public comments are submitted to HUD along with the appropriate document.

## **Notification Of Public Hearings/Meetings**

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Notices of all public hearings held in regards to the CDBG program shall be placed in the local newspaper and by the City Secretary at City Hall at least 2 weeks prior to each hearing. In addition, the notice posted by the City Secretary will include an agenda that lists all items to be considered.

Approximately two weeks prior to the first public hearing for the Consolidated Plan and all Annual Action Plans, a notice will be published in the local newspaper and placed on the City's website. This notice will advise citizens that planning for the use of CDBG funds is underway for the next program year. The notice will include the amount of funds expected to be available, the types of activities that are eligible for funding and other important program requirements.

All notices for public hearings will state that Spanish translation and interpretive services for the deaf will be made available if requested within 48 hours of the hearing. Occasionally, public hearing notices will be posted at gathering places throughout the CDBG Target Areas. Exhibit C is an example of a Neighborhood Services public hearing notice.

## **Time And Location Of Public Hearings/Meetings**

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Public hearings are held at Temple City Hall in a location that meets ADA accessibility standards (generally in Council Chambers). Reasonable accommodations will be made for people with disabilities, upon advance request. Language interpreters will be provided for non-English speaking participants, upon advance request. Citizens wishing to speak on this matter may do so by either signing up for Public Comments at the beginning of the meeting (there will not be any dialogue with the Council); or during the Public Hearing of the item. The City will consider the views of citizens, organizations and agencies, and other interested groups in preparing all plans and reports as part of the CDBG process. Additionally, these locations are on the transit bus route, which makes it further accessible to low- to moderate-income and/or disabled residents interested in attending the meetings.

## **Citizen Participation At Public Hearings/Meetings**

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During the CDBG public hearings and public meetings, the public is encouraged to communicate their needs, express preferences in regard to proposed activities, or present comments to be considered by Neighborhood Services staff. Residents may elect to participate at the public hearing/meeting or submit a written comment outlining their concerns and/or support of a specific project. Citizen input from public hearings and meetings, as well as written comments and suggestions will be incorporated into the applicable document(s) and submitted to HUD for review.

When services for the disabled, ASL interpretation, and/or Spanish translation are requested at least 48 hours prior to the meeting, such services will be provided.

The City is committed to providing technical assistance to the community to make all knowledgeable about the CDBG program. As awareness of the CDBG Program increases, it is the hope of the City that citizens will contribute ideas to solving some of the community's needs. The Neighborhood Services staff is available, by appointment, weekdays from 8:30 a.m. to 4:40 p.m. excluding holidays to:

- Provide technical assistance in preparing proposals to benefit low and moderate-income groups;
- Explain CDBG program requirements;
- Explain the requirements/benefits of all funded activities;
- Discuss proposed and ongoing community development activities; and
- Receive and investigate complaints relating to the CDBG Program.

## **PUBLIC WORKSHOPS**

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Annually, in conjunction with the Annual Action Plan, the City sponsors a Technical Assistance Workshop that is free of charge and open to the public. At the workshops, attendees are given a brief overview of the CDBG Program and the City's Request for Proposal and budget process. Occasionally, special topics such as "grant writing" are presented. During the workshops, Neighborhood Services staff is available to provide one-on-one assistance in the development of proposals and ideas for funding.

Technical assistance in understanding the various program requirements or any other substantive matter relating to the program is available from staff during normal business hours. Spanish summaries of basic information will be made available upon request.

## Agency Training And Coaching

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During the year, the Neighborhood Services staff will provide technical assistance to any current or prospective subrecipient of HUD funding or agency seeking to secure and allocate resources in the CDBG Target Areas or for low- to moderate-income residents. The assistance may be in open workshops/trainings or through one-on-one sessions with the particular entity. The assistance is aimed at advising, supporting and assisting the agencies to better serve the low- to moderate-income households and CDBG target areas. Also, during monitoring of subrecipients, the staff will provide technical assistance regarding program management, beneficiary eligibility, financial management or any other topics related to the provision of services and management of funds.

Additionally, any subrecipient receiving CDBG funding for the first time receives an on-site monitoring/technical assistance visit by Neighborhood Services staff to ensure compliance and successful project completion.

Every effort is taken to provide the public with information regarding the CDBG Program as well as addressing each citizen's questions and comments. A written reply to a citizen's written questions, comments, or complaints is prepared as soon as the matter is given careful consideration by City staff and discussed with all involved parties.

## REQUESTING INFORMATION

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Interested parties requesting written information from the Neighborhood Services office must make a written request to the City Secretary's Office through the Public Information Act. Requests to the City Secretary's Office may be made in person or via the City's website at [www.templetx.gov](http://www.templetx.gov). Special arrangements may be made for individuals who are not able to visit the City Secretary's Office or the Neighborhood Services office during regular office hours. If applicable, a fee may be assessed for copies of the requested information. Charges for copies will be based on current City of Temple policies and in accordance with the Public Information Act.

The City will provide a written response to all comments received within fifteen (15) working days of receipt. If a final response is not possible within this period of time, an interim response specifying the reason for the delay and any deliverable information providing that information is currently available. All comments or written ideas which are submitted to the City, will receive a final notice of disposition as soon as possible. Citizens may request access to any non- confidential records regarding the Consolidated Plan activities.

General program information such as guidelines, applications and the like will be made available on the City's website and in the Neighborhood Services office at no charge to the public.

## Access To Information

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All technical and explanatory information concerning the CDBG program provided to the Neighborhood Services office or City Council is available for viewing in the Neighborhood Services office. Other locations where CDBG documents may be made available for citizen review may include: City Hall, Temple Public Library, recreation centers, Temple Housing Authority and other public facilities. All locations will be in areas where at least 51% of the residents are low to moderate income. When required, there will be at least three copies available in various areas of the City for document review. Most documents may also be available for review on the City's website.

Copies of the most recent Action Plans, Consolidated Plans, CAPER, Citizen Participation Plan, and other pertinent documents are available for public inspection during normal operating hours in the Neighborhood Services office located at 101 N Main ST. Temple, TX 76501; as well as online at [www.templetx.gov/cdbg](http://www.templetx.gov/cdbg).

HUD allows the City of Temple the ability to amend the 5-year Consolidated Plan, the Annual Action Plan and the Citizen Participation Plan. When the City elects not to carry out an activity that was previously described and approved by HUD; to substantially change the purpose, scope, location or beneficiaries of an activity; or add a new activity an amendment must be submitted to HUD. In those instances, the City will use the following guidelines in determining when an amendment is substantial or minor. All amendments, substantial or minor, will be included in the CAPER.

## **AMENDMENTS**

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Amendments are sometimes needed throughout the implementation of the Consolidated Plan pending funding allocations and continued assessment of community needs.

### **Substantial Amendments**

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If more than 25% of the City's annual allocation changes from its original purpose, then the amendment is considered a substantial amendment. If the activity is being carried out by a subrecipient or contractor, there must be an amendment to the subrecipient agreement as well as to the Annual Action Plan.

Substantial changes to the Consolidated Plan and/or Annual Action Plan may include, but are not limited to the following:

- Any transfer of funds over 25% of the City's annual allocation;
- Cancellation of a planned activity;
- Addition of a new activity not previously proposed for public review; or
- Change in the primary purpose or scope of an activity, such as a change in intended beneficiaries or organizational support.

The City will provide the public with a period of not less than thirty (30) days to comment on any substantial amendment before the amendment is implemented. Notices are provided to the public through the local newspaper and through the City's website. Exhibit D is an example of a CDBG substantial amendment public notice.

The substantial amendment is presented to City Council for approval. Once the City Council approves, the substantial amendment is submitted to HUD. As with the other plans, HUD has 45 days to review and approve the amendment. Once HUD has sent formal written approval or the 45 day review period has expired, the funds are transferred to the approved program.

### **Minor Amendments**

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Other changes to the Consolidated Plan or Annual Action Plan that do not meet the level of a substantial amendment are considered a minor amendment. For example, an amendment to re-distribute less than 25% of the City's annual allocation will be considered a minor amendment.

Notice of minor amendments are given in the local newspaper and on the City's website; and open for public comment for at least fifteen (15) days. Minor amendments are reviewed, considered and approved by the Division of General Services Manager and Neighborhood Services staff, but do not require City Council action. Minor amendments are submitted to HUD as part of the year-end CAPER.

## **Emergency Amendments**

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Occasionally, as in the case of natural disasters, such as a hurricane, it becomes necessary for the City of Temple to request a substantial amendment to the Action Plan or Consolidated Plan. During times of disaster, the City may request, and HUD may approve a waiver or reduction in the amount of days required for public notice and/or public comment. If approved by HUD, the City will follow HUD's direction with no further notice to the public. Emergency amendments require the signature of the City Manager or his/her designee. If approved, activities undertaken as a result of emergency amendments will comply with the City's purchasing and contract procurement procedures during the course of the disaster.

## **Re-Allocating Funds**

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If a funded program is not utilizing or will not utilize all of the awarded CDBG dollars, the unused funds can be re-allocated to a new or existing project.

## **Amending The Citizen Participation Plan**

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If at any time, it becomes necessary to amend this Citizen Participation Plan, the City will provide public notice in the local newspaper and on the City's website. The City will provide the public with a period of not less than fifteen (15) days to review and comment on the changes. Changes to this Citizen Participation Plan will be approved by the Temple City Council prior to submission to HUD.

Changes to the Citizen Participation Plan will follow this process regardless of the scope of the change; substantial changes and minor changes will follow the same process.

## **UNIFORM RELOCATION ACT**

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Whenever federal funds, such as CDBG are used for projects involving acquisition, rehabilitation or demolition of real property, a federal law known as the Uniform Relocation Act (URA) may apply. The purpose of the URA is to provide uniform, fair and equitable treatment of persons whose real property is acquired or persons displaced as a result of a CDBG-funded project or activity. During the preparation of the Citizen Participation Plan, HUD requires entitlement communities to review all CDBG funded programs to ensure no person is involuntarily removed or displaced from their residential dwelling without providing proper remedies to the household.

## **Displacement**

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Displaced persons are those individuals, households, or businesses who move from their home or place of business as a direct result of acquisition, demolition or rehabilitation of the property using federal funds. Displaced persons may be eligible for relocation assistance under the URA. However, persons displaced temporarily from their dwelling for less than 12 months while it is being rehabilitated are not considered to be displaced and are not eligible for relocation assistance. All displacement activities will be discussed with the HUD Relocation Specialist to ensure that HUD concurs with the City on whether or not the person is displaced, and meets the criteria for assistance under the URA.

In the event that the City opts to use CDBG funds for an activity that would result in the displacement of renters of residences or commercial property, or other activities that would result in the taking of property through eminent domain, the City will conduct a public hearing for the plan(s), whether or not an amendment to the current Consolidated or Annual Action Plans is required. The City will explain the activity, solicit comments and concerns from the public and outline the displacement process. The activities will be such as

to minimize displacement in all ways possible. Should displacement be necessary, the City will provide details concerning its implementation plan, timeline and assurance that there will be no undue burden placed on those affected.

Whenever possible, the City will give minority persons reasonable opportunities to be relocated to decent, safe and sanitary housing not located in an area of minority concentration providing that the dwelling units are within their financial means.

According to 49 CFR 24.2(a)(2)) and 8 CFR 103.12 the City of Temple legally cannot provide displacement/relocation assistance to aliens no in the United States legally.

Prior to engaging in activities that will cause displacement, the City will provide to HUD a certification that it will comply with the Uniform Relocation Act and applicable program regulations.

The public notice both for displacement and non-displacement will describe the relocation assistance to be provided, and contain the name, address and phone number of the City official responsible for providing the assistance or determining that no assistance is required. Exhibit H is an example of a public notice for displacement and non-displacement.

## **Relocation**

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In the event that the City initiates an activity that requires displacement, that uses CDBG funds, the City must have a plan for temporary or permanent relocation. HUD requires that relocation assistance be provided to persons displaced in connection with federally funded projects and that decent, safe and sanitary housing be available within the displaced person's financial means. Relocation payments may be for actual, reasonable moving costs and related expenses or based on a reasonable fixed schedule. In the cases where the displaced person's move is performed by the City or subrecipient at no cost to the displaced person, the person shall receive a \$100 relocation allowance.

Displaced occupants who have lived in the unit to be vacated for 90 days or more shall receive a rental assistance payment of the difference between the monthly rent and utilities of the vacated dwelling and that of a comparable decent, safe and sanitary replacement dwelling up to a total payment of \$5,250 or a period of 42 months, whichever occurs first.

Displaced owner occupants who have lived in the vacated unit for 180 days or more and whose dwelling has been acquired shall receive an assistance payment of the difference between the acquisition price of the acquired unit and the purchase price of a comparable decent, safe and sanitary replacement unit up to a total payment of \$22,500. Owner occupants who have lived in the acquired unit for 90 to 180 days may be eligible for similar assistance as tenant occupants.

In the case of temporary rental relocation (less than 1 year), all reasonable out-of-pocket expenses incurred in connection with the temporary relocation will be paid, including the cost of moving to and from the temporary housing and any increase in monthly rent and utility costs.

Owners who are being temporarily displaced for demolition/reconstruction or housing rehabilitation through the use of CDBG funds may or may not be eligible for assistance. If applicable, the City will contact the Relocation Specialist with the Fort Worth HUD Office for clarification.

Any displaced person may file a complaint with the HUD Relocation Specialist in the HUD Region 6 Office in Fort Worth, Texas.

801 Cherry St. Unit #45, Suite 2500  
Fort Worth, TX 76102  
(817) 978-5937



**Notice of Funding Source:** All of the displacement/relocation projects undertaken with CDBG funds will have posted an on-site public notice indicating that CDBG funds are being used wholly or in part to carry out the activities. This allows the public the opportunity to contact the City or HUD to comment on the project/activity itself or the manner in which the activity is being carried out.

**Public Notification:** The public notice for a public hearing regarding displacement will be posted at least 72 hours prior to the opening of the hearing. The notice will be posted in the Temple Telegram and at the site of the pending displacement.

The public notice indicating the funding source being used to carry out the project will remain on-site during the term of the activity. The notice will be posted during the construction of or improvements to facilities or infrastructure that required the displacement. For major improvements or new facilities, the inclusion of HUD as the funder will be posted in a place visible to the public – either through signage or a notice in the main area of the facility. For housing rehabilitation, a sign in the front yard will be posted during renovations.

## SECTION 3

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Section 3 is a provision of HUD that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment and contracting opportunities to low- to moderate-income residents. Section 3 is a starting point to obtain job training, employment or contracting opportunities leading to self-sufficiency for those who are currently low- to moderate-income.

Section 3 residents are:

- Public housing residents; or
- Those living in Temple or the immediate area and have a household income that is at or below 80% of the area's median income.
- In addition, companies may be a Section 3 business concern if:
  - 51% or more is owned by Section 3 residents;
  - It employs Section 3 residents for at least 30% of its full-time permanent staff; or
  - It provides evidence of a commitment to subcontract to Section 3 business concerns 25% or more of the dollar amount of the awarded contract.

The City of Temple is committed to providing business opportunities to Section 3 firms, encouraging firms to hire Section 3 employees and to hiring Section 3 employees within the City whenever possible. In conjunction with the annual fair housing event, the City will provide certification forms for firms and individuals to complete to become Section 3 certified. In addition, the City will ensure that social service agencies that serve low-income individuals will distribute information about Section 3 and the Section 3 certifications. The City will coordinate with the Temple Housing Authority to ensure that the same certifications for the housing authority are being used by the City. The City may provide information to Temple Housing Authority residents for Section 3 applications for certification. Applications for certification/registration as a Section 3 resident or business concern can be obtained at the City of Temple's Office of Neighborhood Services. A copy of the applications are included as Exhibit J.

Priority for training and employment under Section 3 is given to:

- Persons in public or other assisted housing;

- Persons in the area of Temple where the project for which HUD funds are spent, or secondarily residents of other areas of Temple;
- Participants in HUD Youth build programs; and
- Homeless persons.

Priority for contracting is given to businesses that meet the definition of a Section 3 business concern and are otherwise qualified for and suited for the contract.

More information about Section 3 can be found in Exhibit J and on the HUD website at:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3)

## COMPLAINTS

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The City of Temple strives to create and maintain an exemplary CDBG program. Its quality strategy involves internal quality assurance, but also the incorporation of resident comments and complaints into a process of continuous improvement.

Complaints about the CDBG program may be made verbally or in writing. Any written complaint made to the City of Temple about the CDBG program that deals with preparation of the any plans, selection of projects, citizen participation opportunities or the effectiveness/appropriateness of on-going programs or projects shall be answered with a written response within fifteen (15) working days of the date upon which the complaint was received.

Complaints received verbally may receive a verbal response over the telephone or a meeting between the parties may be arranged to discuss the complaint and the response. Documentation of the call or the meeting will be placed in the appropriate project or general file. Some verbal complaints may receive written responses. These and any other written responses to written complaints will be completed and mailed within fifteen (15) working days of the receipt of the written complaint.

If a question or comment has not received a response or was not adequately answered, citizens can object to the approval of the City's Consolidated Plan and/or Annual Action Plan by contacting HUD directly. If objecting to the approval of any one of the aforementioned plans, citizens are urged to contact HUD within thirty (30) days of publication of the Plan. However, complaints must reach HUD before or during HUD's forty-five (45) day review process, if applicable. Specific grounds for objection are that the City (a) did not comply with regulations or that (b) the City misrepresented facts on the preparation of these applicable document(s).

HUD contact:

U.S. Department of Housing and Urban Development – Fort Worth Field Office  
Office of Community Planning and Development  
801 Cherry Street, Unit #45  
Suite 2500  
Fort Worth, TX 76102  
(888) 560-8913

For more information regarding the City of Temple Citizen Participation Plan for the CDBG Program or any other elements of the CDBG Program, please contact the City at:

City of Temple  
Transform Temple  
Neighborhood Services  
101 N Main ST



## EXHIBITS

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Exhibit A: Consolidated Planning Surveys (example)

Exhibit B: 2015-19 Consolidated Plan Funding Priorities

Exhibit C: Public Hearing Notice (example)

Exhibit D: Substantial Amendment Public Notice (example)

Exhibit E: Public Notice for Environmental Review's (example)

Exhibit F: Public Notice for CAPER (example)

Exhibit G: Public Notice for Projects (example)

Exhibit H: Public Notice for Displacement (example)

Exhibit J: Section 3 Information

RESOLUTION NO. 2020-0061-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,  
APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT  
BLOCK GRANT CITIZEN PARTICIPATION PLAN; AND PROVIDING AN  
OPEN MEETINGS CLAUSE.

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**Whereas**, the City of Temple annually receives Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development (HUD) and the primary purpose of the grant program is to develop viable communities through the provision of decent housing, suitable living environments and expanding economic opportunities for low-and-moderate income persons;

**Whereas**, - as a recipient of these CDBG funds the City is required to produce a Citizen Participation Plan, which outlines how, and when, the City will request formal and informal participation in the development and implementation of the CDBG programs;

**Whereas**, an amendment to the Citizen Participation Plan includes measures to allow for immediate response to current and/or future declarations of disaster and emergencies associated with allocations, receipt and expenditure of funding provided by HUD– the proposed updates to the Citizen Participation Plan include the following:

- Revising the 30-day public comment period to a 5-day public comment period for substantial amendments to the Annual Action Plan; and
- Changing the requirement for two public hearings at City Council meetings to one public hearing;

**Whereas**, a public notice was published in the Temple Daily Telegram and the plan was on display for public comment for 15 days on the City’s website to seek citizen input and comment;

**Whereas**, Staff recommends Council approve an amendment to the Community Development Block Grant Citizen Participation Plan; and

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

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council approves an amendment to the Community Development Block Grant Citizen Participation Plan.

**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 7<sup>th</sup> day of **May, 2020.**

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Hedrick  
Interim City Secretary

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Kathryn H. Davis  
City Attorney