



CITY OF BELTON

**City Council Workshop Meeting Agenda
Tuesday, February 27, 2018 - 4:30 p.m.
Smith Room, Harris Community Center
401 N. Alexander, Belton, Texas**

1. Call to order.

Executive Session

2. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.
3. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.074, Personnel.
4. Adjourn.



CITY OF BELTON

**City Council Meeting Agenda
Tuesday, February 27, 2018 - 5:30 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led Public Information Officer Paul Romer.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Mayor Pro Tem Craig Pearson.

"Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible."

Invocation. The Invocation will be given by Tasha Roberts, Executive Director of Helping Hands Ministry.

1. Call to order.
2. Public Comments.

Citizens who desire to address the Council on any matter may register to do so prior to this meeting and speak during this item. Forms are located on the table outside of the south side entry to the meeting room. Please state your name and address for the record, and limit your comments to three minutes. Also, please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.

3. Recognize City of Temple Public Works employees Steve Picasso and Mike Stokes for their cooperation and assistance in relieving a sewer blockage on February 14, 2018.

CONSENT AGENDA

Items 4-10 under this section 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 prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Consider minutes of previous meetings:
 - A. February 13, 2018, City Council Workshop Meeting
 - B. February 13, 2018, City Council Meeting
5. Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.
6. Consider appointments to the Zoning Board of Adjustment.
7. Consider authorizing the City Manager to execute a two-year renewal to the contract for professional construction materials testing services with Langerman Foster Engineering Company.
8. Consider authorizing the City Manager to execute a Mutual Aid Agreement between multiple Bell County agencies.
9. Consider authorizing the City Manager to execute a five-year renewal to the Records Management Software Agreement for Police Records with CAPERS North America, LLC.
10. Consider approval of a revised employment agreement for the City Manager.

REGULAR AGENDA

Planning and Zoning

11. Consider a final plat of Dolores Estates, an 8.98 acre tract of land located east of IH-35 on the south side of Decker Road in the ETJ of the city limits of Belton.
12. Consider a preliminary plat of Taylor Subdivision, a 34.535 acre tract of land located west of IH-35 on the east side of FM 1670, south of West Amity Road in the ETJ of the City of Belton.
13. Consider a preliminary plat of the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road in the city limits of Belton.

Public Works

14. Consider authorizing the City Manager to enter into a professional services agreement with Half Associates for redesign of the South Belton Sewer Project Phase II.
15. Consider authorizing the City Manager to execute a contract with Oldcastle Materials - Wheeler for the construction of 2018 Street Overlay Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Executive Session

16. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.
17. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.074, Personnel.

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.



CITY OF BELTON

OFFICE OF THE CITY MANAGER

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401 N. Alexander, Belton, Texas**

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Invocation. The Invocation will be given by Tasha Roberts, Executive Director of Helping Hands Ministry.

1. **Call to order.**
2. **Public Comments.**

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3. **Recognize City of Temple Public Works employees Steve Picasso and Mike Stokes for their cooperation and assistance in relieving a sewer blockage on February 14, 2018.**

On February 14, 2018 at 2:00 pm, a sewer blockage was discovered near the area of IH-35 and Central Avenue in Belton. Belton's sewer crew responded, but was unable to break up the blockage using the City's sewer jetting trailer. Earlier in the week, the City's sewer vacuum truck went out of service due to a warranty issue, and was at an offsite location for the repair. Without a vacuum truck available, Public Works began to request assistance from neighboring municipalities for use of a vacuum truck in order to prevent an overflow situation. Staff contacted the City of Temple Utilities Director who quickly dispatched Mr. Stokes and Mr. Picasso to assist Belton's crews with one of Temple's vacuum trucks. Mr. Stokes and Mr. Picasso arrived onsite and began assisting Belton's crews to clear the blockage. They stayed until 6:00 pm to wash the lines to ensure the clog was addressed. The Public Works Department would like to express their sincere gratitude and appreciation for the quick response and attentiveness of Mr. Stokes and Mr. Picasso from the City of Temple Utilities Department. This is a great example of community partnership and service between the City of Belton and the City of Temple.

CONSENT AGENDA

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4. Consider minutes of previous meetings:

- A. **February 13, 2018, City Council Workshop Meeting**
- B. **February 13, 2018, City Council Meeting**

Copies of the minutes are attached. Recommend approval.

5. Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.

Central Texas Water Supply Corporation requires an annual resolution nominating the City's candidate for election to the Board of Directors. Assistant Director of Public Works Jeremy Allamon currently serves in this role, and we are recommending he be the City's candidate again this year.

6. Consider appointments to the Zoning Board of Adjustment. (John Gillette as a regular member and Robert Shedore as an alternate member.)

See Staff Report from City Clerk Amy Casey. Recommend approval of the appointments as presented.

7. **Consider authorizing the City Manager to execute a two-year renewal to the contract for professional construction materials testing services with Langerman Foster Engineering Company.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the contract extension with Langerman Foster.

8. **Consider authorizing the City Manager to execute a Mutual Aid Agreement between multiple Bell County agencies.**

See Staff Report from Fire Chief Bruce Pritchard. Recommend approval of the Mutual Aid Agreement with Bell County agencies as presented.

9. **Consider authorizing the City Manager to execute a five-year renewal to the Records Management Software Agreement for Police Records with CAPERS North America, LLC.**

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis. Recommend approval of the contract renewal with CAPERS.

10. **Consider approval of a revised employment agreement for the City Manager.**

See Memorandum from Mayor Marion Grayson/Councilmember John R. Holmes, Sr. Recommend approval of the revised employment agreement as outlined.

REGULAR AGENDA

Planning and Zoning

11. **Consider a final plat of Dolores Estates, an 8.98 acre tract of land located east of IH-35 on the south side of Decker Road in the ETJ of the city limits of Belton.**

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on February 20, 2018, the Planning and Zoning Commission unanimously recommended approval, and Staff concurs in that recommendation.

12. **Consider a preliminary plat of Taylor Subdivision, a 34.535 acre tract of land located west of IH-35 on the east side of FM 1670, south of West Amity Road in the ETJ of the City of Belton.**

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on February 20, 2018, the Planning and Zoning Commission unanimously recommended approval, and Staff concurs in that recommendation.

- 13. Consider a preliminary plat of the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road in the city limits of Belton.**

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on February 20, 2018, the Planning and Zoning Commission unanimously recommended approval, and Staff concurs in that recommendation.

Public Works

- 14. Consider authorizing the City Manager to enter into a professional services agreement with Halff Associates for redesign of the South Belton Sewer Project Phase II.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the professional services agreement with Halff Associates for the redesign of Phase II of the South Belton Sewer Project.

- 15. Consider authorizing the City Manager to execute a contract with Oldcastle Materials - Wheeler for the construction of 2018 Street Overlay Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the contract with Oldcastle-Wheeler for construction of the 2018 Street Overlay Project.

Executive Session

- 16. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.**
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Belton City Council Workshop Meeting
February 13, 2018 – 4:30 P.M.

The Belton City Council met in workshop session in the Smith Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem Craig Pearson and Councilmembers David K. Leigh, Paul Sanderford, Dan Kirkley, Guy O'Banion and John R. Holmes, Sr. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Chris Brown, Jeremy Allamon, Paul Romer, Angellia Points, Bruce Pritchard, Cynthia Hernandez and Cheryl Maxwell.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 4:32 p.m.
2. **Receive a presentation and discuss the South Belton Sewer Project.**

Director of Public Works Angellia Points presented the options available for bid award and possible redesign on the South Belton Sewer Project (see Exhibit "A").

Mayor Pro Tem Craig Pearson asked if the northeast portion of the 2016 annexation area was to develop, could the developer extend a sewer line and connect to one of the two gravity points. Mrs. Points said that they could. Councilmember Leigh stated that they would most likely need a lift station to do so.

Mrs. Points explained that due to the potentially large flow from the Three Creeks Subdivision once it is built out, the Mitchell Branch sewer line will need to be increased. This will need to be done regardless of where Belton ISD sends their flow when the new school is built. Councilmember Leigh asked if BISD were to build a small lift station and pump their sewage north to Mitchell Branch, and the City built a force main connecting to the gravity line in the South Belton Sewer System, "could the school's line be reversed to flow to the gravity line as well?" Mrs. Points said that would be a possibility.

Mr. Leigh asked if "Phase III" will be gravity flow. Mrs. Points said that it will be. Leigh asked if it would tie into the gravity feed line so there would be no need for an additional lift station. Mrs. Points said that it will be a gravity fed line with no lift station.

Mrs. Points stated the recommendation for the regular meeting will include:

- Awarding Phase I to McLean Construction
- Approving Change Order #1 to upsize the line sizes for the increased flows

She also recommends a redesign of Phase II to lower the lift station which will increase the area served by approximately 30%. The redesign is estimated to take 4-6 weeks followed by another review by TCEQ which is estimated to take an additional 30 days.

Director of Finance Brandon Bozon discussed funds available for the projects being discussed. He said there is approximately \$2.5M remaining after the funding of Phase I and the redesign of Phase II to fund:

Phase II Construction (estimated to be \$2.8M)
Shady Lane sewer (estimated to be \$1-\$1.3M)
Mitchell Branch sewer construction (cost TBD)

Councilmember Leigh asked what was included in the original design? Mr. Bozon explained that Shady Lane and Mitchell Branch were not included. Mr. Leigh said that the City needs to come up with an additional \$300K to fund the increased service area. He suggested perhaps BEDC could partner in a small way, along with TIRZ, to fund the other projects. Mayor Grayson mentioned that BEDC is funding the IH-35 waterline.

Mrs. Points said that the Shady Lane sewer is very important. It needs to be upsized in order to receive the flows from the South Belton Sewer Line. Councilmember O'Banion said that it is likely that the funding for Shady Lane sewer will be needed very soon. There is no capacity downstream of Phase I to receive the flows if Shady Lane is not expanded. Mrs. Points said that in a perfect world, Shady Lane sewer line would be expanded before Phase I or Phase II of the South Belton Sewer Line are constructed

Mayor Pro Tem Pearson asked if the City projects its growth, at what point does Shady Lane become the "choke point? Aren't we still a couple of years from that, at least... if not more?"

Mayor Grayson said, "So we are approving Phase I tonight, but you are telling us that Shady Lane needs to be first before Phase I? Is that what you are really saying?" "That's what I'm really saying," replied Points. Mayor Grayson said, "That's not good for our budget." Mr. O'Banion said that shows the importance of Shady Lane. He added, "You may not have to do it first, but you are going to have to do it pretty quick after Phases I and II."

Mr. Leigh asked, "Is it required because physically we have to do that, or is it required because to do the design flow, it is going to have to be upgraded?" Mr. Dan Franz of Halff Associates said, "It is required for your design flow." He said that Phase I incorporates all 1500 acres. Mayor Pro Tem Pearson said, "But that isn't going to build out tonight." Mrs. Points said, "No, it's not going to be built out tonight, but it is coming."

Mr. Bozon reminded the Council that there is another bond issue planned for the end of 2018. Shady Lane and Mitchell Branch construction may need to be included in that bond issue to provide funding.

Councilmember Leigh expressed his appreciation to Mrs. Points and to the design engineers from Halff Associates for considering a redesign in order to serve more properties.

3. **Adjourn.** There being no further business, the Mayor adjourned the meeting at 5:11 p.m.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

South Belton Sewer System

Recommendation for Bid Award

February 13, 2018

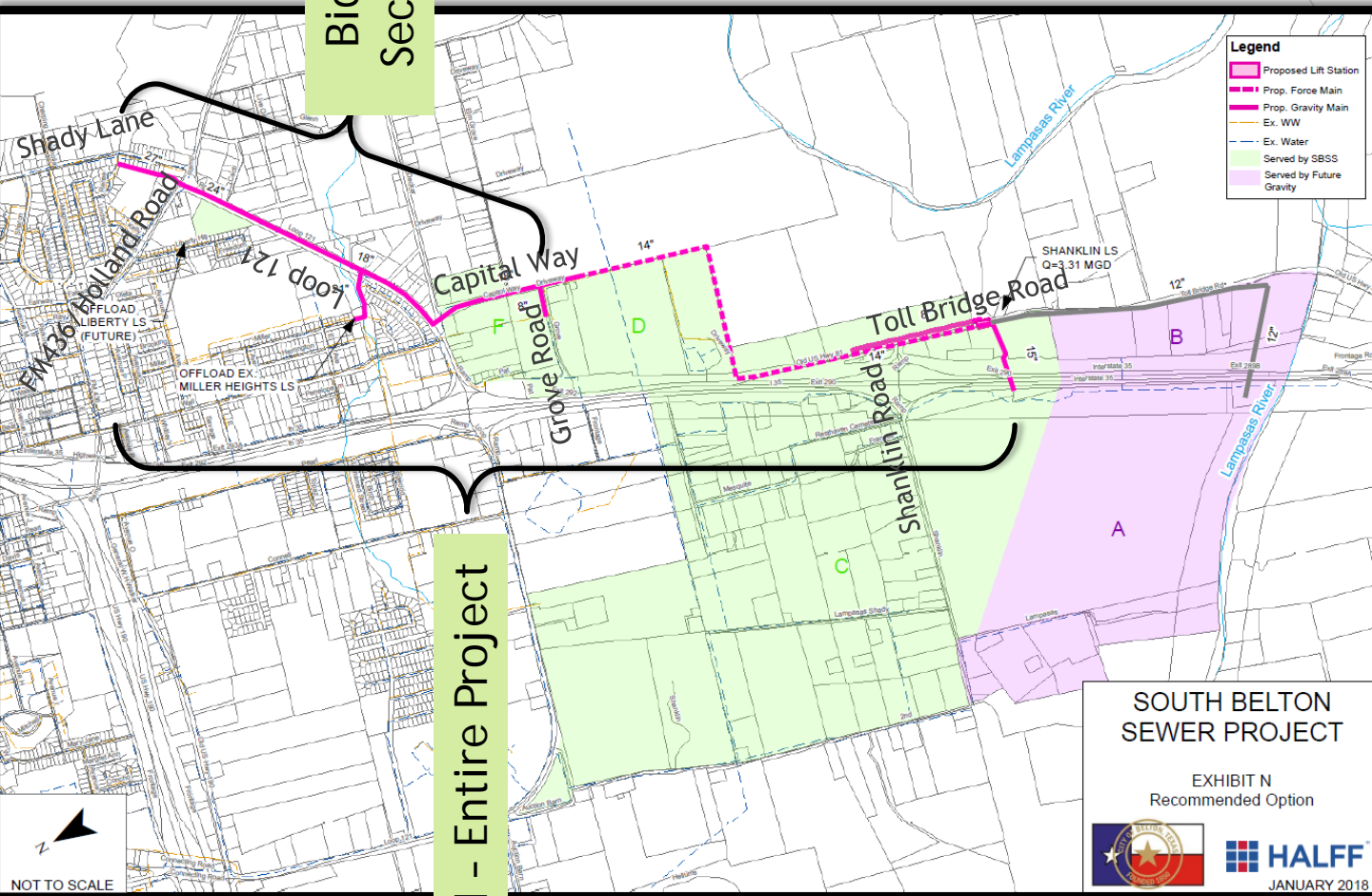
City Council

Status

- ▲ 2007 Feasibility Study – Identified sites for new treatment plant in South Belton
- ▲ 2009 Wastewater Master Plan – Identified sewer basin with new plant
- ▲ 2009-2010s – Archeological Study/Environmental on sites; difficulty securing land
- ▲ 2015 – Updated Wastewater Master Plan showed lift stations with general location for WWTP
- ▲ January 2015 – Growth along IH-35 projected, sewer service needed, idea presented at Council workshop to utilize existing TBWWTP with 2 lift stations in South Belton
- ▲ February 2016 – Halff Associates selected for design of South Belton Sewer System
- ▲ April 2016 – Council Workshop to discuss alignment and lift station options; scope reduced to 1 LS south of Shanklin; LS at Lampasas River was eliminated, but the system was designed to handle flows from the area near the Lampasas River, sewer shed was limited on the east side of IH-35 to City Limits and area south of Grove Road/Capital was not serviceable
- ▲ June 2016 – Council Workshop to determine scope to be designed/bid
- ▲ June 2016 through October 2017 – Staff worked to obtain all 16 easements and Halff finalized design and obtained permits (TxDOT, TCEQ, Environment, Archaeological)
- ▲ December 12, 2017 – Bid Opening with 6 bids with low bids within budget
- ▲ January 9, 2018 – Workshop to discuss how much of South Belton Sewer Line to construct
- ▲ Today's discussions: Recommendation for South Belton Sewer bid award

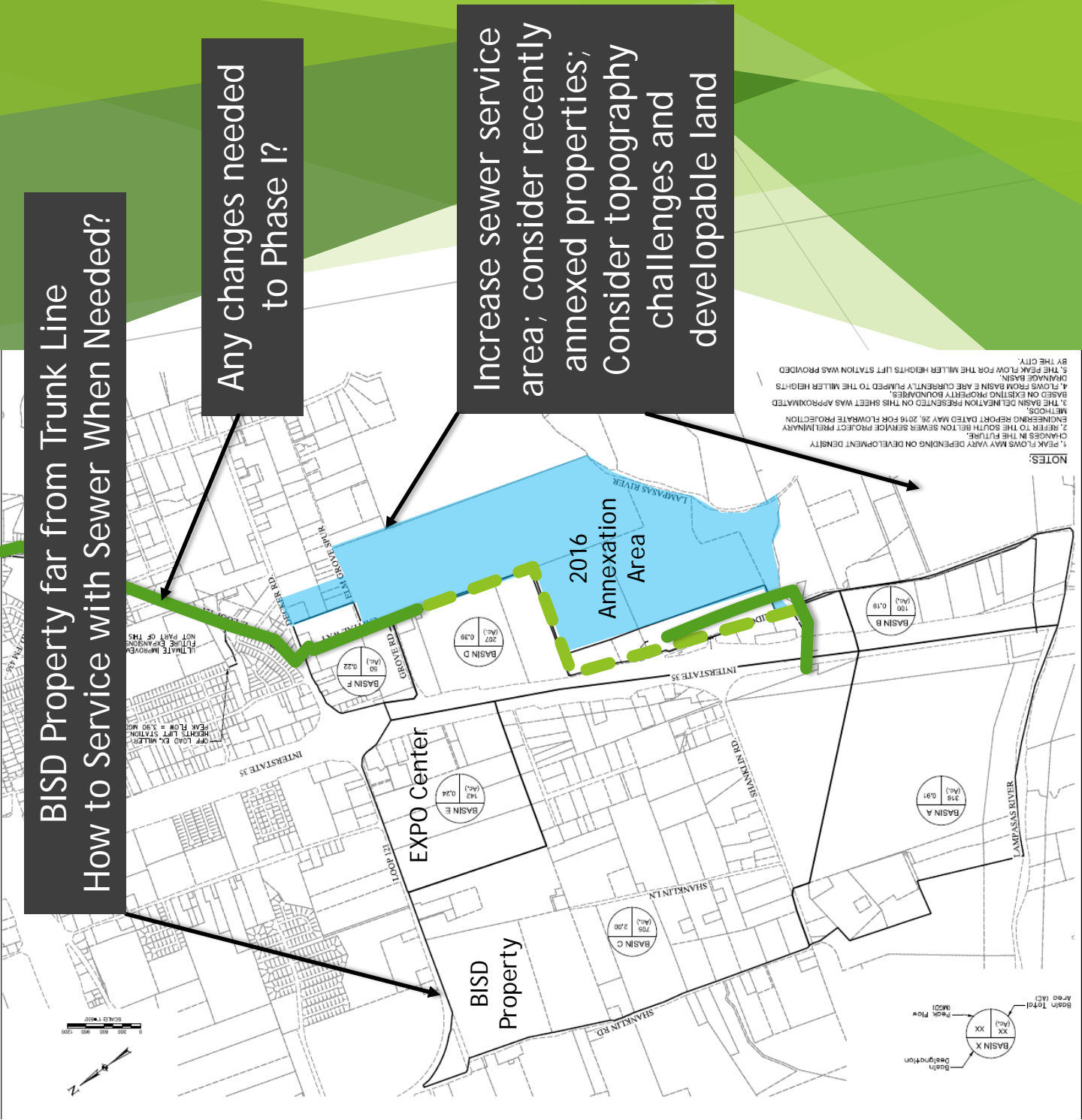
Bid Phase I - Gravity Section to Grove Road

Bid Phase II - Entire Project



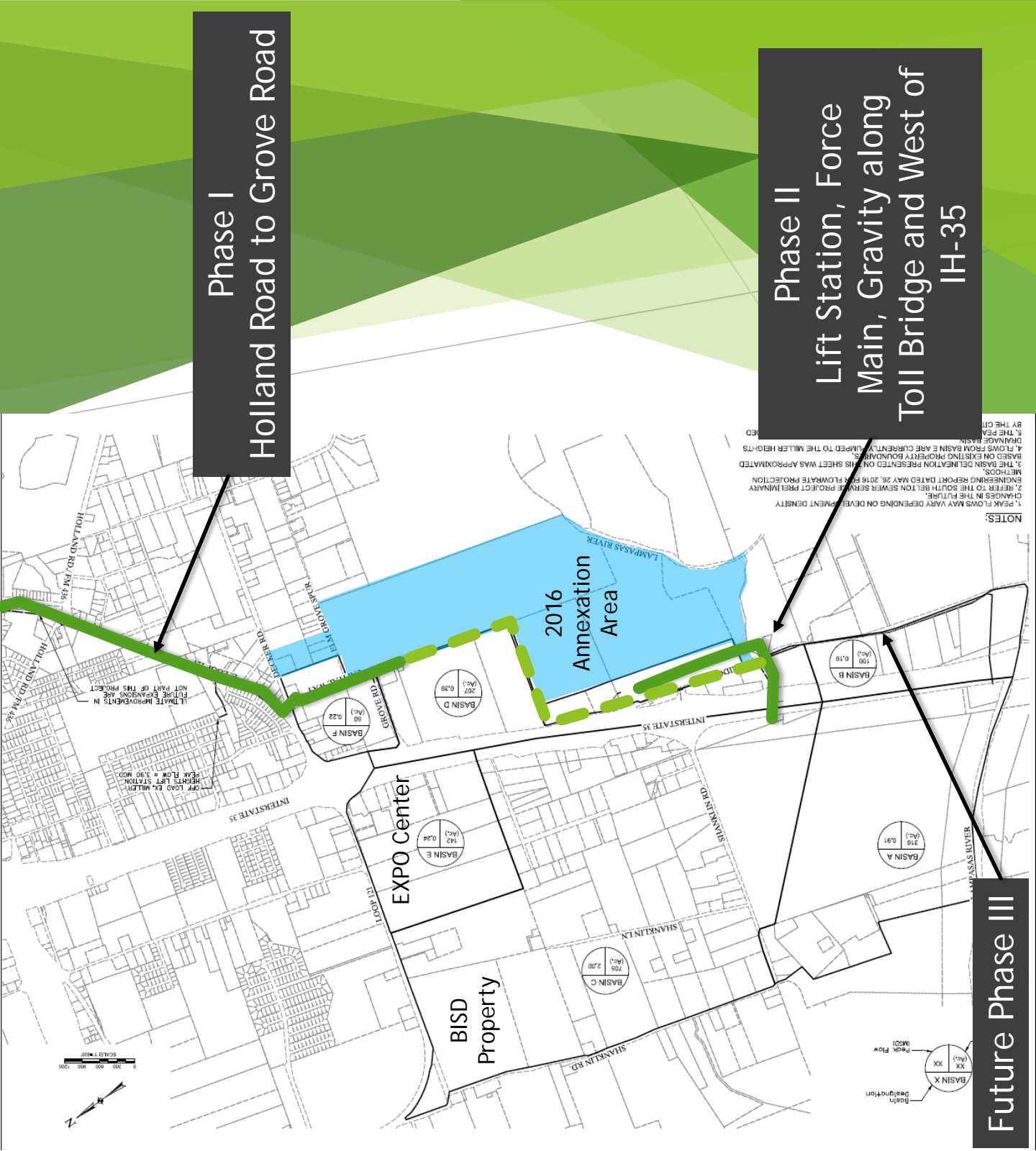
January 9, 2018 Workshop Discussion

1. Is this the best decision for a limited service area?
2. How will BISD be served, if a trunk line isn't in place to the new lift station?
3. Investigate serviceability to east areas, especially newly annexed area (blue).
4. If service area were to be expanded, does it affect Phase I line sizing or placement?



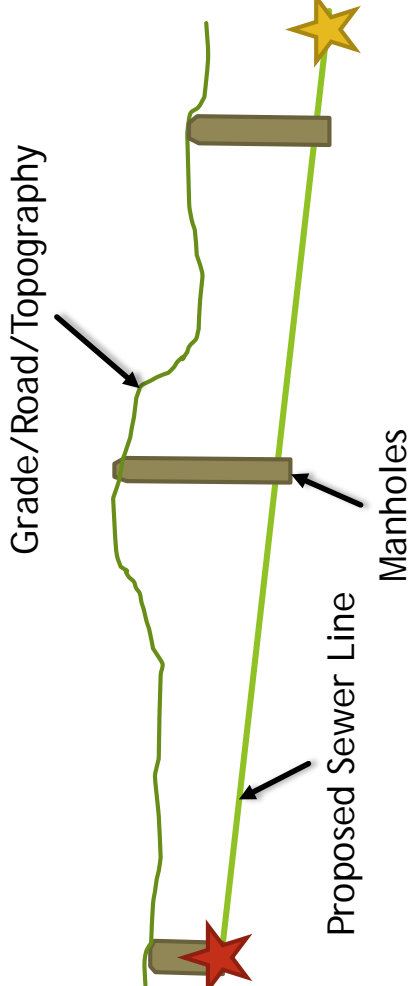
Evaluation of Phase II Construction

- Advantages of constructing Phase II as designed:
 1. Service to IH-35 corridor now; topography challenges to east limiting gravity service
 2. Bid price is fair; funding available
 3. Matches 2015 WW Master Plan
 4. No changes to Phase I
 5. Approximately 1,200 acres can theoretically be served by gravity flow with SBSS build-out, east and west of IH-35.
- Disadvantages of constructing Phase II as designed:
 1. Limited service area to east; service area follows eastern City limit line (at the time of Master Plan)
 2. Gravity only extends 700 LF north of Shanklin
 3. Inability for 2016 Annexation Area and properties east of Toll Bridge to connect by gravity, even through Phase III



What is causing the limitations of the South Belton Sewer System?

- Downstream existing sewer elevations sets the grade for Phase I.



- If Phase I can't be lowered, the solution is to lower Phase II.
- Lower the lift station to increase the service area and increase the length of Phase II gravity line to the north.

★ How to serve areas along the force main? Can someone tie into the force main?



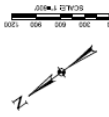
Staff Recommendations for the

- #### 4. Phase III (lime green) of SBSS is

Toll Bridge Road and Lampasas River

Award Phase I and CO No. 1

Redesign Phase II: Lower the



NOTES:

South Belton Sewer Project



Bid Opening

- ▶ Project was bid to allow for the City's selection of scope
 - ▶ Low Bidder for both phases was McLean Construction
 - ▶ Phase I - Only gravity section along Loop 121 to Capital/Grove Road
 - ▶ Phase I = \$2.2M
 - ▶ Phase II - Entire project
 - ▶ Phase II, Entire Project = \$4.8M

CONTRACTOR	BASE BID (PHASE I)	BASE BID (PHASE I) + ADD ALT 2 (PHASE II)
MCLEAN CONSTRUCTION	\$2,195,043.00	\$4,780,528.50
BELL CONTRACTORS, INC.	\$2,255,684.10	\$5,054,954.50
WHITESTONE CIVIL CONSTRUCTION, LLC	\$2,617,285.00	\$5,435,922.00
SMITH CONTRACTING CO, INC.	\$2,619,875.15	\$6,286,678.15
SKYBLUE UTILITIES, INC.	\$2,936,822.27	\$5,771,151.04
PROTA JAFER, JV.	\$3,619,100.87	\$7,423,693.72

Council Options to Consider

- ▶ **Item A:** Award only Phase I of the SBSS as bid on December 12th, which is the gravity section along Loop 121 and Capital Way to Grove Road. This will allow time to evaluate the changes needed to Phase II; and **Item B:** Approve a change order to compliment the award of Item A in order to upsize the sewer pipes in Item A, or Phase I of the sewer system. This change order is only for the upsize of lines in Phase I in order to prepare for additional sewer flows from an increased sewer basin. The increased sewer basin will be possible by redesigning Phase II of the South Belton Sewer System to lower the lift station, which will pick up additional areas that can flow by gravity to this sewer system.
- ▶ **Item C:** Award the entire SBSS, Phase I and Phase II, as bid on December 12th. Approving this item would take advantage of a very good bid price, but it does not maximize the potential service area that would allow for with a subsequent redesign of Phase II. The award of Phase II as it is currently designed is not recommended for award at this time.

Recommend Awarding Phase I + CO No. 1

- ▶ Item A: Award Phase I, the northern gravity section of the South Belton Sewer Project
 - Prepares Belton for growth with increased sewer service area with redesign of Phase II
 - Offloads Miller Heights Lift Station; allows for Liberty Hill LS to be offloaded in the near future
 - Royal Heights Subdivision shovel ready; Grove Road/Capital Way properties ready for development
- ▶ Item C: Change Order No. 1 to increase line sizes and appurtenances = \$359,245.90
 - Provides the opportunity to serve a larger sewer area; allows for the redesign of Phase II to lower the lift station
- ▶ Overall, the recommendation is a balanced approach to wise planning for the long term and future development in South Belton.
- ▶ Total Phase I Construction Contract = \$2,195,043 + \$359,245.90 = \$2,554,288.90

Next Steps and Funding

1. Redesign Phase II of South Belton Sewer System
2. Design Shady Lane Sewer to handle additional flows from SBSS
3. Design Mitchell Branch Sewer for Three Creeks, BIRD property, and potential surrounding development
4. Design IH-35 waterline extension in preparation of growth funded by BEDC
5. Continue design and easement acquisition of North Belton Water Tank and Waterline; construct
6. Coordinate with TxDOT on Loop 121 Utility Relocation costs and prepare for TBWWTP Phase II construction

Available Funding: \$9.7M in 2016 W/S CO

Projected Estimated Expenditures:

- ▲ \$2.6M Phase I + CO No. 1 Construction
- ▲ \$100k Redesign Phase II
- ▲ \$166k Shady Lane Sewer Design
- ▲ \$300k Mitchell Branch Sewer Design
- ▲ \$4.0M North Belton Water Tank and Line

Approximate Remaining = \$2.5M to fund or partly fund the following:

- ▲ Phase II construction (estimated to be \$2.8M)
- ▲ Shady Lane sewer (estimated to be \$1-\$1.3M)
- ▲ Mitchell Branch Sewer construction (\$TBD)

Schedule and Recommendation

- ▶ 2/13/2018 – Recommend Phase I Award to McLean Construction
- ▶ 2/13/2018 – Recommend Approving Change Order No. 1
- ▶ Mid March – Executed contract completed
- ▶ March 2018 – Preconstruction Meeting with McLean
- ▶ April 2018 – Notice to Proceed
- ▶ 12 months for construction of Phase I sewer line
- ▶ April 2019 – Phase I construction complete

Recommendation:

Item A: Authorize the City Manager to execute a contract with McLean Construction for the construction of Phase I of the South Belton Sewer Project in the amount of \$2,195,043, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Item B: Authorize the City Manager to execute Change Order No. 1 with McLean Construction for the modifications to the line sizes and appurtenances for the South Belton Sewer Project in the amount of \$359,245.90.

**Belton City Council Meeting
February 13, 2018 – 5:30 P.M.**

The Belton City Council met in regular session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem Craig Pearson and Councilmembers David K. Leigh, Paul Sanderford, Dan Kirkley, Guy O'Banion and John R. Holmes, Sr. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Chris Brown, Matt Bates, Paul Romer, Bob van Til, Kim Kroll, Angellia Points, Bruce Pritchard, Cynthia Hernandez, Cheryl Maxwell and Charlotte Walker.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Guy O'Banion, the Pledge of Allegiance to the Texas Flag was led by Grants and Special Projects Coordinator Bob van Til, and the Invocation was given by Dr. (Rev.) Keith Gavin, pastor of Bethel AME Church.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:30 p.m.

2. **Public Comments.** There were none.

3. **Recognitions and Proclamations:**

A. Recognize City Clerk Amy Casey for receiving her Texas Municipal Clerk Certification.

City Manager Sam Listi recognized Amy Casey for receiving her certification as a Texas Registered Municipal Clerk.

B. Proclamation – National Engineers' Week – February 18-24, 2018

Jake Blair, President of the Texas Society of Professional Engineers – Central Texas Chapter, and Director of Public Works Angellia Points accepted the Proclamation on behalf of engineers for National Engineers' Week.

4. **Presentation of Police Department Annual Report including Annual Racial Profiling Report.**

Assistant City Manager/Chief of Police Gene Ellis presented the Police Department Annual Report, including the Racial Profiling Report for 2017. Mayor Grayson thanked the Chief and his staff for all that has done for the community.

No action was required by the Council.

Consent Agenda

Items 5-7 under this section 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 prior to voting, at the request of any Councilmember, and it will be considered separately.

5. **Consider the minutes of the January 23, 2018, City Council Meeting.**
6. **Receive a report on the annual review of the City's Ethics Ordinance, No. 2015-11, by the Ethics Commission.**
7. **Consider a resolution ordering the General Election to be held on May 5, 2018.**

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember Dan Kirkley, the Consent Agenda, including the following captioned ordinance and resolutions, was unanimously approved by a vote of 7-0.

ORDINANCE NO. 2018-03

AN ORDINANCE AMENDING ORDINANCE NO. 2015-11 OF THE CITY OF BELTON, TEXAS; PROVIDING AN ETHICS ORDINANCE FOR THE CITY; PROVIDING A POLICY STATEMENT; DEFINING CERTAIN TERMS; PROVIDING FOR STANDARDS OF CONDUCT; PROVIDING FOR DISCLOSURE OF INTEREST; PROVIDING FOR FINANCIAL DISCLOSURE; PROVIDING FOR DISPOSITION OF ALLEGED VIOLATIONS; PROVIDING FOR EFFECTIVE DATES; AND REPEALING CONFLICTING ORDINANCES.

RESOLUTION NO. 2018-06-R

A RESOLUTION CALLING AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 5, 2018, AND ESTABLISHING PROCEDURES THEREOF.

RESOLUCIÓN NO. 2018-06-R

RESOLUCIÓN CONVOCANDO ELECCIONES GENERALES A REALIZARSE EL 5 DE MAYO DEL 2018 Y LOS PROCESOS A CUMPLIRSE.

Regular Agenda

8. **Receive a presentation from Leadership Belton and consider approval of a Firefighter Memorial to be located at Fire Station 2 on Sparta Road.**

Grants and Special Projects Coordinator Bob van Til presented a proposed Leadership Belton project for a Firefighter Memorial to be constructed in front of Fire Station No. 2. The group estimates the project to cost approximately \$7,500, and they will coordinate all fund raising for this project.

City Manager Sam Listi said the idea for a Firefighter Memorial first came up when KPA Engineers was designing the roundabout. Safety was a concern of the Council's when considering placing this memorial in or near the roundabout.

Leadership Belton is proposing to place a memorial in front of Fire Station 2, so they are bringing this project to the Council for approval since the land is owned by the City.

Councilmember David K. Leigh asked Mr. van Til to get with him about the possibility of having someone he knows provide the mason work.

Upon a motion by Councilmember John Holmes, and a second by Councilmember Guy O'Banion, Item 8 was unanimously approved by a vote of 7-0.

Mr. Leigh added that he felt the memorial may be better located west of the fire station in front of the oak tree rather than where Leadership Belton is proposing to locate it.

9. Consider awarding a bid for property described as a 3.375 acre tract of land located generally 450' north of Chisholm Trail Parkway, between Canyon Heights Road and Spring Canyon Road.

Mayor Grayson announced that she would be abstaining from Item 9. She asked Mayor Pro Tem Craig Pearson to take over the meeting, and she left the room.

City Manager Sam Listi said that in January 2015, the City purchased a 5 acre tract from JT Carothers Holding, LLC, for construction of a third City of Belton water tank. The property is located on the north side of a future westward extension of Chisholm Trail Parkway, generally between extensions of Canyon Heights and Spring Canyon Roads. At that time, a final plat was approved for Dawson Ranch-Regatta Oaks HOA Addition, creating two lots – one for the 5 acre City water tower site, and one for a 5 acre HOA site.

Mr. Listi explained that the developer's plans have changed in this area, and City Staff has been approached regarding a reconfiguration of the sites, now owned by the City and by the HOA. Current plans involve moving the HOA pool and amenities to the south side of Chisholm Trail Parkway, and providing on-site detention for pending development phases. This has resulted in a proposal to reconfigure the north side of Chisholm Trail Parkway, where the HOA pool was originally planned, into lots, as well as a request to re-acquire unneeded land now owned by the City for the water tower site.

The design of the City water tower and associated water distribution line is well underway. Mr. Listi said the water tower requires a minimum one acre tract site, so the remaining property may be declared surplus and sold, as long as the City retains access rights to the tank site. At the developer's request, this surplus portion of the water tower site property, comprising 3.375 acres, was advertised for sealed bids on January 18th and 25th. The bid required proposed compensation and selection of one of three options for access to the water tower site:

A. 50' public street right-of-way as shown on the attached map;

- B. 50' City of Belton public utility easement as shown on the attached map; or
- C. Another ROW/Easement location as **pre-approved** by the City of Belton's Director of Public Works.

Listi stated that on February 5th, the City received a single bid from Quadruple Bogey Development, Inc. The bid specified a purchase price of \$84,375 for the property, and the commitment to provide a 50' public street right-of-way as shown on a revised, submitted preliminary/final plat of Dawson Ridge Addition. Quadruple Bogey will also be responsible for all closing costs.

Upon a motion by Councilmember Paul Sanderford and a second by Councilmember Dan Kirkley, Item #9 was unanimously approved by a vote of 6-0-1 with Mayor Grayson abstaining.

Mayor Grayson returned and resumed control of the meeting.

- 10. A. **Consider authorizing the City Manager to execute a contract with McLean Construction for the construction of Phase I of the South Belton Sewer Project in the amount of \$2,195,043, and any change orders associated with the contract, not to exceed the amount authorized under State law.**
- B. **Consider authorizing the City Manager to execute Change Order No. 1 with McLean Construction for the modifications to the line sizes and appurtenances for the South Belton Sewer Project.**
- C. **Consider authorizing the City Manager to execute a contract with McLean Construction for the construction of Phases I and II of the South Belton Sewer Project in the amount of \$4,780,528.50, and any change orders associated with the contract, not to exceed the amount authorized under State law.**

Director of Public Works Angellia Points said that bids were received on December 12, 2017, for the construction of the South Belton Sewer System. The project was bid with multiple alternatives to give the City the ability to choose the scope based on need and funding availability. A summary of the bids received is shown below. The Base Bid (Phase I) is the gravity section north of Grove Road, and the Base Bid + Add Alt 2 (Phase II) is the entire project. McLean Construction of Killeen was the low bidder on both phases.

Contractor	Base Bid (Phase I)	Total (Phases I and II)
McLean Construction	\$2,195,043.00	\$4,780,528.50
Bell Contractors	\$2,255,684.10	\$5,054,954.50
Whitestone Civil Construction	\$2,617,285.00	\$5,435,922.00
Smith Contracting	\$2,619,875.15	\$6,286,678.15
Skyblue Utilities	\$2,936,822.27	\$5,771,151.04
Prota Jafer	\$3,619,100.87	\$7,423,683.72

Mrs. Points explained the sewer service area proposed to be served by this designed sewer system stretches west to Shanklin Road, north to the new BISD property at Loop 121, south to the Lampasas River, and east to Toll Bridge Road. As discussed at previous Council workshops during the preliminary engineering phase, in order to serve additional areas east of IH-35 and east and north of the lift station, the lift station and sewer lines would have to be lowered, increasing the cost of the infrastructure.

Concerns expressed by the Council at the January 9, 2018, City Council Workshop were the serviceability to the east, specifically the 2016 annexation areas, service to the newly purchased BISD property at Shanklin and Loop 121, and the relative cost/benefit of the investment proposed. Mrs. Points said that after thorough consideration of the investment proposed, Belton's potential growth, as well as Council's discussion at the workshop, Staff recommends increasing the line sizes of the South Belton Sewer System, with a future lowering of the lift station to increase the service area of the proposed infrastructure. Phase I of the South Belton Sewer System is recommended to be awarded to the low bidder, McLean Construction, with a change order to increase the line sizes. The lines in Phase I will not need to be lowered, but only upsized to handle the additional sewer flows when the lift station is lowered, which increases the sewer service area.

Mrs. Points explained that upon award of Phase I and Change Order No. 1, the remaining funds in the 2016 CO would be approximately \$7.5M. The remaining funds are recommended to be allocated to the following items in order to prepare Belton for future growth:

- Redesign the Phase II South Belton Sewer System in order to increase the sewer service area;
- Design and construct the Shady Lane parallel sewer line in order to accept the flows from the South Belton Sewer System;
- Design the upsize in the Mitchell Branch sewer line in order to prepare for the upcoming school site at Loop 121 and Shanklin Road, and potential surrounding development; and
- Design and construct the North Belton elevated storage tank and waterline.

Construction of the redesigned Phase II of the South Belton Sewer System and the upsizing of Mitchell Branch sewer line are not currently included in that funding plan.

Councilmember Leigh said it will come down to funding. Shady Lane needs to be designed to handle the flows from the South Belton Sewer System. Mrs. Points said, "We are fine where we are today, and even if Phase I builds out, we are still probably fine." Mr. Leigh said that the Council is committed and knows the Shady Lane and Mitchell Branch projects need to be funded possibly within the next 18-24 months.

Upon a motion to award Phase 1 (10A) and Change Order #1 (10B) by Councilmember Kirkley, and a second by Councilmember O'Banion, items #10A&B were unanimously approved by a vote of 7-0.

11. Consider authorizing the City Manager to enter into a professional services agreement with Halff Associates for professional engineering services for the Shady Lane Sewer Project.

Director of Public Works Angellia Points said about half of Belton's sewer is sent through the Miller Heights area, and a majority of the sewer flows down the Shady Lane sewer line which is currently a 12-inch line. During the design of the South Belton Sewer System, the Shady Lane sewer line was determined to be a bottleneck.

Mrs. Points said with the most recent CDBG project completed in 2016, the 12-inch sewer line was paralleled with a new 21-inch sewer line, which now has a capacity of 12.95 MGD near Shady Lane/Belle Oaks Apartments and 15.19 MGD near the lift station. The 2011 CDBG project replaced an existing 12-inch with a 15-inch and 12-inch line ranging in capacity downstream of 7.1 MGD to 1.33 MGD upstream near Magnolia. The South Belton Sewer System Project will connect into the sewer on Shady Lane, and will be designed for 7.75 MGD of sewer, including the 1.7 to 1.8 MGD build out of Three Creeks. Therefore, the sewer line along Shady Lane between the Public Works facility and Belle Oaks Apartments needs to be increased in size or paralleled to prevent overflows from occurring in the future as development continues.

Points stated that the Shady Lane project is critical to be in design and constructed due to the planned sewer to flow through the existing lines. Staff proposes to utilize Halff Associates for engineering services based on their design of the South Belton Sewer Project, to compile a Preliminary Engineering Report for the project to determine the correct size, alignment, and construction methods, perform final design on the selected sewer line, and assist in bid phase services. The construction administration portion of the project will be considered after the project has been bid. Their fee for design and bidding is \$165,700, and time for completion is estimated to be eight months.

Upon a motion by Councilmember Leigh, and a second by Mayor Pro Tem Pearson, item #11 was unanimously approved by a vote of 7-0.

The City Council recessed and reconvened in the Smith Room for the following items.

Executive Session

At 6:23 p.m., the Mayor announced the Council would go into Executive Session for the following items:

12. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.
13. Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.074, Personnel - conduct an evaluation of the City Manager's performance.

The Mayor reopened the meeting at 8:07 p.m., and there being no further business, the meeting was adjourned.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Resolution 2018-07-R

**RESOLUTION NOMINATING CANDIDATE FOR ELECTION
TO THE BOARD OF DIRECTORS AT ANNUAL MEETING
OF CENTRAL TEXAS WATER SUPPLY CORPORATION**

WHEREAS, the City of Belton, Texas
(Name of the Water System)

is a Regular Member of the Central Texas Water Supply Corporation as a direct result of entering into a water sales and purchase contract or raw water treatment contract with the Central Texas Water Supply Corporation; and

WHEREAS, the By-Laws of the Central Texas Water Supply Corporation stipulate that, at the Annual meeting of the members, each Regular Member shall be entitled to nominate an individual to serve on the Board of Directors of Central Texas Water Supply Corporation, provided that the nominee is not in violation of the Central Texas Water Supply Corporation Conflict of Interest Policy; and

WHEREAS, the City of Belton, Texas
(Name of the Water System)

has determined that it would be to its best interest to have such a voting member on the Central Texas Water Supply Corporation Board of Directors and does desire to have such a Board Member elected at the April 24, 2018
(Date)

Annual Meeting of the members of Central Texas Water Supply Corporation.

NOWTHEREFORE, be it resolved by the Belton City Council
(Governing Body)

of the City of Belton, Texas **that**
(Name of the Water System)

Jeremy Allamon **be and is hereby nominated for**
(Name of Candidate)

election to the Board of Directors of Central Texas Water Supply Corporation at the April 24, 2018 **Annual Meeting of the members**
(Date)

of Central Texas Water Supply Corporation.

THIS resolution passed by the Belton City Council
(Name of the Governing Body)

of City of Belton, Texas on the 27th day of
(Name of the Water System) (Date)
February, 20 18
(Month)

Signed: _____
(President/Mayor)

ATTEST:

(Secretary)

City of Belton, Texas
(Name of Water System)

Staff Report – City Council Agenda Item



Agenda Item #6

Consider appointments to the Zoning Board of Adjustment.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Stephanie O'Banion resigned from the Zoning Board of Adjustment to accept a position on the Planning & Zoning Commission. The Mayor is recommending John Gillette to fill the unexpired term ending August 22, 2019. Additionally, there are vacancies in both alternate positions on this board. The Mayor is recommending Robert Shedore to fill one of the vacancies with a term ending August 22, 2019. A recommendation will be brought forth for the other alternate position at a later date.

This board is made up of five regular members and two alternate members. There is a requirement that 75% of the Board be present to hear cases. That means that a minimum of four members must be present in order to convene, so it is imperative that these positions be filled as soon as possible.

Fiscal Impact

N/A

Recommendation

Recommend approval of the appointments.

Attachments

None

Staff Report – City Council Agenda Item



Agenda Item #7

Consider authorizing the City Manager to execute a two-year renewal to the contract for professional construction materials testing services with Langerman Foster Engineering Company.

Originating Department

Public Works – Angellia Points, Director of Public Works/City Engineer

Background

The City has had a materials testing contract with Langerman Foster Engineering Company (Langerman) since 2013 with the most recent contract approved on September 27, 2016. Materials testing means performing density, gradation, moisture, and strength tests on items such as road base, asphalt, concrete, pipe bedding material, etc. Materials testing is required on all City-funded projects to verify the materials meet the required specifications. Testing is also required within City rights-of-way in any new development or subdivision construction in order to have a third-party verify materials meet City standards and requirements.

The 2016 contract with Langerman has lapsed, and an extension of the 2016 contract is requested by staff. Services are billed per hour for professional staff, and the tests are billed on a 'per each' basis. The proposed contract and prices will remain the same as the original 2016 contract. The contract is proposed to be extended through September 30, 2019, as stated as an option in the Langerman Contract attached.

These services include:

- Testing for typical construction materials: limestone base, asphalt, concrete, embedment, etc.
- Field technician obtaining samples from construction site.
- Performing in-field testing.
- Off-site testing analysis.
- Results reporting.

Fiscal Impact

The agreement for ongoing materials testing services represents a substantial benefit to the City, especially given the experience and trustworthiness of Langerman. Materials testing fees are billed to the respective capital project funds for City projects. Any test done on private development in City rights-of-way is billed to the developer/contractor at actual cost plus ten percent, per Ordinance 2015-44.

Budgeted: ☒ Yes ☐ No ☒ Capital Project Funds

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed

Recommendation

Recommend approval, with new rates effective February 27, 2018 until September 30, 2019.

Attachments

2018 Langerman Foster Contract Extension



**LANGERMAN FOSTER
ENGINEERING COMPANY**

February 15, 2018

City of Belton
P.O. Box 120
Belton, Texas 76513-0210

Attention: Ms. Angellia Points, P.E.

Regarding: Construction Materials Testing Contract Extension
Belton, Texas
LFE Project No. C13-115

Dear Ms. Points:

This letter serves as an offer to extend our existing contract for a period of 1 or 2 years, at the discretion of the City. The existing contract is attached for reference. The rates provided in the existing contract will continue to be valid from October 1, 2017 through September 30, 2019.

If this contract extension is acceptable, please sign and date below. The terms and conditions from our original professional services agreement (CMT 16-122R3), dated September 21, 2016 are incorporated into this contract extension. Please call me if you have any questions.

Best Regards,

LANGERMAN FOSTER ENGINEERING COMPANY

Texas Registered Engineering Firm No. F-13144

Scott M. Langerman, P.E.
Principal / Geotechnical Engineer

I authorize the contract extension described herein:

Name: _____

Signature: _____

Date: _____



**LANGERMAN FOSTER
ENGINEERING COMPANY**

September 21, 2016

City of Belton
Attn: Ms. Angellia Points
P. O. Box 120
Belton, Texas 76513-0120

Email: apoints@beltontexas.gov

Reference: Construction Materials Testing Proposal
City of Belton Construction Materials Testing
LFE Proposal No. CMT 16-122R3

Dear Ms. Points:

I am pleased to submit this revised proposal for construction materials testing services for the City of Belton Construction Materials Testing. The scope of services and fee schedule summarized within this proposal assume typical activities and testing requested.

The attached Fee Schedule will be applicable for the work proposed, and the fees are in effect from October 1, 2016 to September 30, 2017. This contract shall be renewable for a period of 5 years at the City of Belton's discretion.

If this proposal is acceptable, please sign and date in the space at the end of the Agreement and return a copy for our files. In the absence of Client's signature, Client agrees that oral acceptance and/or Client's initiation of services constitutes formal acceptance of all terms and conditions of this proposal and Agreement. We look forward to working with you.

Best Regards,

LANGERMAN FOSTER ENGINEERING COMPANY

Texas Registered Engineering Firm No. F-13144

Ronnie Poston

Ronnie Poston, S.E.T.

Construction Testing Manager

Attachments:

Fee Schedule

Basis for Charges

Professional Services Agreement



REVISED FEE SCHEDULE FOR THE CITY OF BELTON

PROFESSIONAL STAFF RATES

Engineer (P.E.)	\$150 / hour
Supervisory Technician	70 / hour
Field Technician	54 / hour
Administrative/Word Processor	54 / hour

Note: For most, if not all projects, only Field Technician time will be charged. Engineering, Supervisory Technician, or Administrative time will only be charged when approved by the City for special situations.

CONSTRUCTION MATERIALS TESTING SERVICES

Sieve Analysis	90 / each
#200 Sieve Only.....	34 / each
Air Content (when no cylinders are made).....	30 / each
Concrete Slump (when no cylinders are made)	20 / each
Concrete cylinders	22 / each
Concrete Unit Weight	30 / each
Atterberg Limits	90 / each
Moisture-Density Relations	
- ASTM D698	260 / each
- ASTM D1557	260 / each
- TEX-113-E	320 / each
- TEX-114-E, PI>20	320 / each
Field Density Tests	
- Nuclear Method, per test (Minimum 3) plus technician time.....	24 / each
Texas Wet Ball Mill.....	270 / each
Los Angeles Abrasion	300 / each
Asphalt Cores (Minimum 3)	100 / each
Extraction / Gradation	270 / each
Specimen Molding/Bulk Density.....	160 / each
Maximum Theoretical Specific Gravity.....	70 / each
Vehicle Fee (per round trip to jobsite local in Belton).....	34 / each
Report Fee (per each report issued).....	16 / each

We believe that the tests quoted above will cover 90% or better of the City's needs. Quotes for other tests, including geotechnical work, will be provided upon request.

BASIS OF CHARGES

1. Prices listed are for services most frequently performed. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice.
3. A two-hour minimum charge will be made for all field services, portal to portal.
4. A fee of \$1 applies for each test report issued. Reports will be issued via e-mail. If hard copy reports are requested via US mail, then additional charges will apply.
5. Time worked in excess of 8 hours per day, before 7 am or after 5 pm, or weekend\holiday work will be charged at 1.5 times the hourly and unit rates.
6. Per diem will be charged at a rate of \$125 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from Waco if overnight stays are required.
7. Outside services will include a 20% markup unless otherwise noted.
8. All samples will be disposed at the completion of the test unless prior arrangements are made. LFE does not accept environmental or contaminated samples.
9. A vehicle fee of \$34 per trip will be applicable.

Professional Services Agreement

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and the undersigned Company, or individual person if not a company (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

Project Description:

City of Belton Construction Materials Testing, as described in LFE Proposal No. CMT 16-122R2, Dated September 21, 2016

Services shall be provided in general accordance with the accompanying proposal, which is part of this Agreement.

1.0 SERVICES. CONSULTANT WILL:

- 1.1 Endeavor to act for CLIENT using that degree of care and skill (standard of care) ordinarily exercised by competent engineering consultants practicing in the same or similar locality of THE PROJECT site.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. We can provide names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT's services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT's services, to help CONSULTANT take corrective measures that in CONSULTANT's opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT's employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.
- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT's recommendations.
- 3.3 This Agreement may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the Agreement without the written consent of the other party.
- 3.5 If during the course of the performance of this agreement, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this agreement, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this Agreement and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 CLIENT shall be responsible for locating buried utilities and other man-made objects, furnishing CONSULTANT with this information, approving the subsurface penetration locations with respect to such information, and for the consequences of such being damaged during CONSULTANT's subsurface investigations whenever the location of the damaged structures was not identified with sufficient accuracy for the CONSULTANT. Further, CLIENT agrees to protect and defend CONSULTANT from any claim or liability arising from such damage, including compensating CONSULTANT for time and expenses incurred in defense of such claim. Although CONSULTANT shall notify authorities as required by law before penetrating the ground to reduce the chance of encountering manmade objects below ground, and shall penetrate the ground only at locations indicated by others as free of man-made objects, subsurface objects may still be encountered and even damaged.
- 4.4 CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geo-environmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns, and if they do, they may not report them. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT'S alleged failure to report or report fully on environmental issues in instruments of geotechnical services. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement procedures. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

5.0 INSURANCE AND LIMITATION OF LIABILITY:

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT from claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services made under this agreement. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this Agreement, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this Agreement. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.
- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

6.0 CONFIDENTIALITY:

- 6.1 All reports and/or information derived as part of CONSULTANT's services are and shall remain the property of the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential, and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.
- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.
- 7.4 CLIENT agrees to pay CONSULTANT for costs incurred by CONSULTANT related to encountering unanticipated hazardous materials and conditions.

8.0 PAYMENT:

- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.
- 8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.


9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:

- 9.1 The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.
- 9.2 The Agreement shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in Bell County, Texas and the CLIENT agrees to waive the right to sue elsewhere.
- 9.3 If any part of this Agreement is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.
- 9.4 Unless previously accepted in writing, this Agreement is withdrawn automatically on the 30th day after issue, but may be accepted thereafter by CONSULTANT at its discretion.


This agreement is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

PROJECT: CITY OF BELTON CONSTRUCTION MATERIALS TESTING, CMT 16-122R3

CLIENT: CITY OF BELTON

Client Representative Name and Phone:	
Sam A. Listi	(254) 298-5818
Signature: 	Date: 09-27-2016
Title: City Manager	
Client Company Name (full legal name): City of Belton, Texas	
Email Address for Receiving Reports, Invoices, and other Communications: apoints@belontexas.gov	
Physical Address: 333 Water Street, Belton, Texas 76513	

CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC

Printed Name: Ronnie W. Poston	
Signature: 	Date: September 21, 2016
Title: Construction Testing Manager	

Staff Report – City Council Agenda Item



Agenda Item #8

Consider authorizing the City Manager to execute a Mutual Aid Agreement between multiple Bell County agencies.

Originating Department

Fire Department – Bruce Pritchard, Fire Chief

Summary Information

The City of Belton currently has an agreement with other municipal and volunteer fire departments to establish a systematic mutual aid response between the surrounding agencies. The last time the agreement was revised was in 2003, so it is time to update the agreement, based on the number of changes in responsible agencies and personnel. The proposed new agreement allows surrounding departments to respond appropriately when other agencies need assistance, based on availability.

Fiscal Impact

Amount: unknown

Budgeted: ☐ Yes ☐ No ☐ Capital Project Funds

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed

Recommendation

Approval of the Bell County Mutual Aid Agreement

Attachments

Mutual Aid Agreement

INTERLOCAL MUTUAL AID AGREEMENT FOR FIRE SERVICES

STATE OF TEXAS §

COUNTY OF BELL §

THIS AGREEMENT (“*Agreement*”), entered into on this first day March 2018, by and between the cities of **BELTON, TEMPLE, COPPERAS COVE, HARKER HEIGHTS, KILLEEN, CENTRAL BELL FIRE AND RESCUE DEPARTMENT, CITY OF MORGAN’S POINT RESORT** and the **COUNTY OF BELL** (each a “*Party*” and collectively the “*Parties*”), such governmental entities acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 *et seq.*, known as the “Interlocal Cooperation Act.”

WITNESSETH:

WHEREAS, the Parties hereto desire to secure for each other the benefits of mutual aid in fire protection for the protection of life and property, emergency medical services, and specialized rescue or hazmat operations; and

WHEREAS, the Parties, through their respective fire departments, are owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and the fighting of fires and has assigned individuals trained in the use of such equipment; and

WHEREAS, the Parties have authority to enter into contracts providing for the use of fire trucks and other fire protection, firefighting equipment, emergency medical services, and specialized rescue operations for citizens outside of their respective jurisdictional limits; and

WHEREAS, each Party is desirous of obtaining additional secondary service for its citizens in the event of an emergency in which its own fire department is in need assistance;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by each of the Parties hereto, the Parties agree to provide fire suppression and other emergency services, and to dispatch equipment and/or personnel in accordance with and subject to the following terms and conditions:

PART 1: SERVICES AND CONDITIONS

1.01 The Parties agree to furnish emergency fire suppression and other emergency services to each other upon a request for assistance from the Fire Chief, City Manager, Mayor, County Judge, or other individual as designated in writing by an authorized representative of a Party to this Agreement.

1.02 A responding Party's Fire Chief (or his or her designee) shall be the sole judge of the type and amount of equipment and manpower dispatched in response to a request for assistance. Responding forces will work under the authority of the requesting Party upon arrival at the scene.

1.03 Any request for aid hereafter shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished will be determined by the representative of the responding Party.

1.04 The responding Party shall report to the officer in-charge of the requesting Party at the location to which the equipment and/or personnel is dispatched, and thereto render the assistance required.

1.05 A responding Party shall be released by the requesting Party when the services of the responding Party are no longer required or when the responding Party is needed within the area it normally provides fire protection services. Alternatively, the authorized official of the responding Party, upon determining that the health, safety and welfare of the responding Party's personnel or property is endangered, may withdraw from the scene.

1.06 Although each Party will endeavor to respond to all requests for assistance, nothing herein is to be interpreted as imposing any duty or obligation upon any Party to respond to any fire emergency. The provision of fire protection service to each Party's own area of responsibility will always remain the primary function of that Party's department.

1.07 In the event a Party is unable or unwilling to respond to a request for assistance, that Party will endeavor to immediately notify the requesting Party through the Communications Center or other appropriate means of communication.

1.08 The Parties' Fire Chiefs in accordance with the terms of this Agreement may consult as necessary with respect to the implementation of additional policies and procedures for improving the provision of fire protection services by each Party in response to requests for assistance.

1.09 Each Party shall maintain applicable insurance coverage on its personnel, motor vehicles, and other property or equipment.

1.10 All equipment used by a responding Party will continue to be owned, leased, or rented by the responding Party. At all times while equipment and personnel of a responding Party are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding Party. In addition, such personnel will be deemed to be engaged in a governmental function of the responding Party.

1.11 All claims for workers compensation benefits arising out of this Agreement shall be the sole responsibility of the Party who is the general employer of the employee filing such claim, and at no time shall the employees of a responding Party be considered to be borrowed servants or on loan to the requesting Party under this Agreement.

1.12 To ensure safety, all participants agree that their standard operating procedures and command procedures shall match those adopted by the Combined Emergency Services Organization

(CESO) Mutual Aid Guidelines. Shall use safety officers that will follow standardized procedures as recommended by NFPA.

PART 2: TERM AND TERMINATION

This Agreement shall become effective as to each Party when approved and executed by that Party. Thereafter, this Agreement shall continue in force and remain binding on each and every Party, provided that any Party may terminate its participation and withdraw from this Agreement upon ninety (90) days' written notice to the other Parties hereto. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

PART 3: PAYMENT

A requesting Party will reimburse a responding Party for any chemical agent or supplies used by the responding Party. The responding Party will submit an itemized bill for any such agent or supplies used and the requesting Party will pay the amount billed within thirty (30) days of receipt of the bill. All payments made hereunder must be made from current revenues available to the paying Party, and no Party shall have any liability for the failure to expend funds to provide aid hereunder. Texas Government Code, Section 179.011(d)3: Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

PART 4: LIABILITY & IMMUNITY

4.01 Each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except (i) as otherwise expressly set forth herein, or (ii) to the extent caused by the gross negligence or intentional wrongdoing of an officer, employee, or agent of another Party. No provision hereof will be construed as a waiver, relinquishment, or limitation upon any immunity or defense that would otherwise be available to a Party, its officers, employees or agents, all such rights and defenses being expressly retained.

4.02 Each Party shall at all times be and remain legally responsible for the conduct of their respective fire department personnel regardless of whether such employees were performing duties under this agreement at the request of the requesting Party and regardless of whether such personnel were acting under the authority, direction, suggestion, or orders of an officer of the requesting Party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Texas Government Code.

PART 5: GENERAL PROVISIONS

5.01 *Non-Exclusive Agreement.* This Agreement is not exclusive, and shall not prevent any Party from contracting with or providing mutual aid assistance to another Party, or another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

5.02 *Signatories.* Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and any related documents on behalf of the Party indicated.

5.03 *Notices.* All notices under this Agreement shall be in writing, and (i) delivered personally to the person to whom the notice is to be given, (ii) given by certified or registered mail, return receipt requested, (iii) delivered via Federal Express or any other nationally recognized courier service that provides a return receipt showing the name of the recipient and the date of actual delivery, or (iv) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the Party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (i) through (iii) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the Party to be notified or at such Party's address for purposes of notice as set forth herein. A change in the notice address of any Party may be effected by serving written notice of such change and of such new address upon the other Parties in the manner provided herein. Initially, notices shall be addressed as indicated on **Exhibit A**.

5.04 *Law Governing and Venue.* The laws of the State of Texas govern this Agreement without regard to any conflict of laws provision and no lawsuit may be prosecuted on this Agreement except in a court of competent jurisdiction located in Bell County, Texas.

5.05 *Assignment.* This Agreement may not be assigned without the written consent of all Parties, and any attempted or purported assignment in the absence of such consent shall be void.

5.06 *Severability.* If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

5.07 *Binding Effect.* This Agreement shall be binding upon, and shall inure to the benefit of, the Parties' respective successors and permitted assigns.

5.08 *Third Party Beneficiaries.* This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

5.09 *Survival.* All provisions of this Agreement that require any performance following termination or expiration of this Agreement shall survive such termination or expiration.

5.10 *Interpretation.* Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the Parties, and thus should not be construed strictly for or against any Party.

5.11 *Operational Period:* The period of time scheduled for execution of a given set of operation actions as specified in the Incident Action Plan. Operational Periods can be of various lengths, although usually not over 12 hours.

5.12 *Entire Agreement; Modification.* This Agreement, including all exhibits, constitutes the sole and entire agreement between the Parties relating to the subject matter hereof and supersedes all previous understandings and agreements between the Parties (whether oral or written) relating to its subject matter. The Parties have not relied upon any statement, promise or representation except those specifically set forth herein, and any other statements or representations that may have been made are void and of no effect. This Agreement may be cancelled or amended by mutual consent of the Parties. The exhibits, attachments and addenda which are a part of this Agreement are:

Exhibit A: Party Contact Information and Capabilities

5.13 *Multiple Counterparts.* To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

SIGNATURE PAGE FOLLOWS

CITY OF BELTON

By: _____

Name: _____

Title: _____

CITY OF COPPERAS COVE

By: _____

Name: _____

Title: _____

CITY OF HARKER HEIGHTS

By: _____

Name: _____

Title: _____

CITY OF KILLEEN

By: _____

Name: _____

Title: _____

**CENTRAL BELL FIRE AND RESCUE
DEPARTMENT**

By: _____

Name: _____

Title: _____

BELL COUNTY

By: _____

Name: _____

Title: _____

CITY OF MORGAN'S POINT RESORT

By: _____

Name: _____

Title: _____

CITY OF TEMPLE

By: _____

Name: _____

Title: _____

EXHIBIT A

Listed are fire departments with specialized capabilities and manpower which may be utilized or requested for specialized or difficult emergencies for fire or EMS.

Add contact information for each party below.

- a. Temple Fire & Rescue - Fire Chief Mitch Randles (254) 298-5682
 - Haz Mat response
 - Confined Space
 - Vertical Rescue
 - Aerial Ladder Support
 - Heavy Rescue
 - Aircraft fire suppression
 - Trench Rescue
- b. Belton Fire Department - Fire Chief Bruce Pritchard (254) 933-5885
 - Swift water rescue (personnel and rescue boat)
 - Confined Space Rescue
 - Aerial Ladder Support
 - MICU ambulance response
- c. Harker Heights Fire Department - Fire Chief Paul Sims (254) 699-7693
 - Aerial Support
 - MICU ambulance response
 - Communications unit
- d. Killeen Fire Department - Fire Chief Brian Brank (254) 501-7660
 - Haz Mat Response
 - Confined Space
 - Vertical Rescue
 - Aerial Ladder Support
 - Heavy Rescue
 - Structural Collapse Rescue
 - Aircraft fire suppression
 - Swift water rescue (personnel and rescue boat)
 - MICU ambulance response
 - Trench Rescue
- e. Copperas Cove Fire Department - Fire Chief Michael Neujahr (254) 547-2514
 - Aerial ladder support
 - MICU ambulance response
- f. Central Bell Fire & Rescue - Fire Chief Jason Worsadale (254) 698-6891
 - 1000 gallon Engine
 - 5000 gallon tanker
- g. City of Morgan's Point Resort – Fire Chief John Phillips (254) 780-2022
 - Swift water rescue (personnel and rescue boat)
 - Flood water rescue (personnel and rescue boat)
 - Open water rescue – Lake (personnel and rescue boat)
 - Underwater Recovery – Side scan 3D Sonar (personnel and rescue boat)

Staff Report – City Council Agenda Item



Agenda Item #9

Consider authorizing the City Manager to execute a five-year renewal to the Records Management Software Agreement for Police Records with CAPERS North America, LLC.

Originating Department

Police Department – Gene Ellis, Assistant City Manager/Chief of Police

Summary Information

In 2013, the Belton Police Department began utilizing CAPERS software for police records management. The original five-year agreement with CAPERS ends this year and CAPERS has proposed an attractive offer to renew the software maintenance agreement for another five years. We paid CAPERS \$31,104 in 2017, as part of the original escalating cost software maintenance agreement. They are proposing a reduced fixed annual cost of \$20,000 a year, for five years, with this renewal agreement. The agreement does include the ability for us to terminate our commitment to CAPERS with a 90-day notice at any time during the five-year term. CAPERS has been a very effective product for BPD, and we feel they can meet our needs well into the future.

Fiscal Impact

Amount: \$20,000 per year

Budgeted: ☒ Yes ☐ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed

Funding Source(s): FY2017 Capital Pool funds

Recommendation

Recommend approval of the software maintenance agreement with CAPERS North America, LLC and authorizing the City Manager to sign.

Attachments

Agreement between the City of Belton and CAPERS

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT (hereinafter "Agreement"), is made as of the date below, by and between the CITY OF BELTON, a governmental body, with its principal offices at 333 Water Street (P.O. Box 120), Belton, TX 76513 (hereinafter "CITY"), and CAPERS North America, LLC, an Illinois limited liability corporation with its principal offices located at 760 Village Center Drive, Suite 250, Burr Ridge, Illinois 60527 (hereinafter "CAPERS").

RECITALS:

In connection with the Software License Agreement contemporaneously executed between the parties (the "Agreement"), CITY desires to enter into certain services and support for the Software ("SMA"). All definitions contained in the Agreement remain the same for this SMA.

AGREEMENTS:

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **SUPPORT ELIGIBILITY.** This SMA may be terminated pursuant to Section 7 or suspended, at CAPERS discretion, if at any time during the term of this SMA any of the following requirements are not met:
 - 1.1.1 The License Agreement must remain valid and in effect at all times
 - 1.1.2 The Software must be operated on a hardware platform approved by CAPERS; and
 - 1.1.3 CITY must be current on payment of all fees due CAPERS.
2. **SUPPORT TERM.** The Support Term shall be for five (5) years, unless and until terminated pursuant to Section 7 hereof.
3. **SCOPE OF SERVICES:**

During the Support Term CAPERS will provide the following services or features to THE CITY:

- (a) Upgrades, including new releases;
- (b) Bug Fixes and General Maintenance;
- (c) Revisions to Documentation;
- (d) Telephone and Remote Support during regular business hours as described below;
- (e) Emergency 24/7/365 Telephone and Remote Support as described below;
- (f) Invitation and participation in user group meetings; and
- (g) Limited additional personnel training as agreed upon between both parties.

4. SERVICE LEVEL AGREEMENT

- All non-emergency calls and Help Desk tickets will receive support within four (4) hours from the time the customer first notifies CAPERS until CAPERS initiates work towards resolution.
- Emergency calls will be answered within two (2) hours from the time the customer first notifies CAPERS until CAPERS initiates work towards resolution.
- All Emergency and after-hours calls will be answered personally.

5. SERVICES NOT COVERED UNDER THIS AGREEMENT

- Support for any third party products including hardware, or support for hardware failure due the use of any third party vendor products.
- Any network failures or problems including to, but not limited to, cabling, communication lines, routers, switches and network software.
- Restoring or recovering data files or software operating systems

6. FEES AND CHARGES. CITY shall pay CAPERS the Annual Maintenance Fee of Twenty Thousand Dollars (\$20,000.00). This fee shall not change for the duration of this Agreement unless authorized with written consent from both parties. Annual Maintenance Fees are invoiced 60 days prior to the end of the Initial Support Term.

6.1. CAPERS shall invoice CITY for Annual Maintenance Fees 60 days prior to the beginning of each contract year. The contract year shall begin on October 1st of each year. CITY shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within sixty (60) days after the beginning of the contract year shall bear interest at the rate of eighteen (18) percent per annum or the highest rate allowed by applicable law, whichever is less.

7. TERMINATION. This Support and Maintenance Agreement shall automatically terminate immediately upon termination of the Agreement.

7.1 Either party may terminate this SMA as follows:

7.1.1 If either CAPERS or CITY provides a written notice to the other party, at least 90 days prior to the end of the then-current SMA term, of its intent to terminate this SMA; or

7.1.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this SMA and the offending party has not cured such beach within the 30-day notice period.

7.2 Following termination of this Support and Maintenance Agreement, CAPERS shall immediately invoice CITY for all accrued fees, charges and expenses for the current year of this Agreement as well as any outstanding invoices for agreed upon work, and CITY shall pay the that amount immediately upon receipt of such invoice.

8. GENERAL. The terms of Section 10: Limited Warranty, Section 11: Confidentiality, Section 12: Limitation of Liability and Section 13: Limitation of Damages of the Licensed Software and Related Services Agreement are hereby incorporated into this Support and Maintenance Agreement by reference.
9. LIMITED WARRANTY. CAPERS warrants that the SMA services will be provided in conformance with the terms of this SMA and CAPERS does not make any other warranties, whether expressed or implied, whether regarding its performance or the services provided under this SMA. CITY agrees that CAPERS has not warranted recovering any data or other information contained in its system. CAPERS shall not be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind in connection with or arising out of the furnishing, performance or Software or services performed hereunder, whether alleged as a breach of contract or tort conduct, including negligence even if advised of the possibility of such damages. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this License if such delay or failure arises by any reasons beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control

IN WITNESS WHEREOF, THE CITY and CAPERS have executed this Software Maintenance Agreement on the date hereof.

CITY

Printed Name

Signature

Title

Date

CAPERS

Printed Name

Signature

Title

Date

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Agenda Item #10

Consider approval of a revised employment agreement for the City Manager.

Originating Department

City Council – Mayor Marion Grayson

Background

In conjunction with the annual performance evaluation of the City Manager, the Mayor and City Councilmember John Holmes agreed to work with the City Manager and Human Resources on updating the City Manager's employment agreement. The current employment agreement, originally executed in 2005, has been amended several times, and some provisions are outdated and conflicting. While preserving existing provisions, the goal was to simplify and clarify the document.

Rather than further amendments to the existing Agreement, the starting point was a Model City Manager Employment Agreement provided by ICMA (International City/County Management Association). Existing Agreement terms were then incorporated into it. Some key items:

- "Whereas" statements were abbreviated;
- New Agreement effective date October 1, 2017, and would be executed following February 27, 2018, meeting;
- Salary adjusted from \$150,000 to \$154,500, a 3% increase following performance evaluation;
- Future salary adjustments will be a function of future performance evaluations, exclusive of adjustments for other City employees; and
- Vacation carryover policy was aligned with the City's current Personnel Policy. As a result, Council proposes to compensate City Manager for forgoing vacation in excess of the allowable carryover balance per the current Personnel Policy over a 3-year period, with payment into the Manager's ICMA deferred compensation account. The payment will be adjusted annually based on CPI.

Fiscal Impact

Amount: 3% salary adjustment, effective October 1, 2017
\$60,662.25 in excess vacation to be paid out between 2018 and 2020

Recommendation

Recommend approval.

Attachments

2005 Employment Agreement (current revision)
Proposed 2018 Employee Agreement
Addendum to Employment Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES AND
EMPLOYMENT AS CITY MANAGER**

This Agreement for Professional Services and Employment as City Manager (this "Agreement"), is made and entered into effective as of this the 22nd day of February, 2005, by and between the City of Belton, Texas, a municipal corporation (the "City"), and Sam Anthony Listi, (the "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the City Manager of the City.

WITNESSETH:

WHEREAS, the City Council and the City Manager believe that employment agreements negotiated between City Councils and City Managers can be mutually beneficial to the city organization, the City Manager, and the community they serve;

WHEREAS, when appropriately structured, the City Council and City Manager believe employment agreements can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the city for the benefit of its citizens;

WHEREAS, the City Council and City Manager believe it is important to consider thoughtfully guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the city's charter and personnel policies, that will uphold the principle of "serving at the pleasure of the Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager and family through provisions that are reasonable in nature and scope when

compared to professional practices and local/regional market conditions and appropriately funded within the city's budget;

WHEREAS, the City desires to employ the services of the Manager as the City Manager of the City, pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, it is the desire of the Council, to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of, the Manager as provided in this Agreement;

WHEREAS, the Council desires to secure and retain the services of the Manager, to provide inducements for the Manager to remain in such employment, to encourage full work productivity by assuring the Manager's morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Manager;

WHEREAS, except as otherwise specifically provided herein, the Manager shall have and be eligible for the same benefits as are provided to all non-Civil Service employees of the City; and

WHEREAS, the Manager has agreed to continue employment as the City Manager of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of Manager continuing employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties. The Council hereby employs the Manager as the chief administrative officer of the City to perform the duties and functions specified in the Charter, this Agreement, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

Since the Manager is currently employed by the City, and since this is his initial Employment Agreement with the City, the 22nd day of February, 2005 (the "Commencement Date") shall refer to the Agreement's start date.

Section 2. Term. The term of this Agreement shall be indefinite and this Agreement shall be and remain in full force and effect until terminated by the Manager or the Council as herein provided (the "Term").

The Manager shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Manager, to terminate the services of the Manager at any time, subject only to applicable provisions of the city charter, city personnel policies, and the provisions set forth hereinafter in the section titled "Termination."

Section 3. Salary. City agrees to pay the Manager an annual base salary, which salary shall be \$150,000. Salary shall be payable in installments at the same time as other employees of the City are paid. City further agrees to review the base salary and other benefits of the Manager at least annually.

In any year that the City's adopted annual operating budget contains a compensation package for city employees, the Manager's base salary shall be increased by an amount equal to the average increase approved by the City Council for all non civil service employees, unless adjusted in an alternate manner, with the mutual concurrence of the City Manager and the Council. The effective date of any salary increase for the Manager shall be the same as the effective date of salary increases for all city employees.

Section 4. Longevity Compensation. City agrees to pay the Manager, over and above his salary, annual longevity compensation in an amount equal to 8.0% of base salary, an increase from 4% to 8% for FY 2015, and in future years. The longevity compensation shall be paid monthly to the qualified longevity compensation fund or funds designated by the Manager, and controlled by the City. The sum of these longevity payments, from March 12, 2001, which is the beginning of the Manager's employment with the City, will be due to the Manager after 15 years of service, on March 12, 2016. If Manager leaves the City prior to the fifteen year period and for any reason other than total and permanent disability, the longevity compensation is forfeited.

Section 5. Disability and Retirement Benefits. The Manager shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

If the Manager retires pursuant to a qualified retirement plan or is permanently disabled during the Term, the Manager shall be compensated for all sick leave, vacation leave, holidays, and other benefits then accrued or credited to the Manager, and, at the Manager's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of the Manager.

Section 6. Insurance and Annual Physical.

- A. Health Insurance. The Manager shall be covered by the same health, dental, and vision plans as all other employees, or such plans that are available through City and selected by the Manager, except that the City shall pay the employee share of premiums for the Manager. The coverage shall be in full force and effect immediately upon the Commencement Date, including no waiting period for pre-existing conditions. The City also agrees to reimburse Manager up to \$500 annually beyond existing coverage toward the cost of a physical examination of the Manager by a qualified physician selected by the Manager.

B. Life Insurance. The City agrees to purchase and pay the required premiums for a life insurance policy for the Manager, providing coverage in an amount equal to a multiple of the Manager's base salary. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to the other employees of the City. The Manager shall designate the beneficiary of such policy.

Section 7. Automobile. The Manager's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Manager, during the term of this Agreement, and in addition to other salary and benefits herein provided, the sum of \$7,500.00 per year, payable monthly, as a vehicle allowance. The Manager shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Manager's exclusive and unrestricted use in the performance of his/her duties hereunder. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Upon Agreement between the City and the Manager, the City may choose to provide a City owned vehicle for the Manager in lieu of any automobile allowance.

Section 8. Leave Benefits. All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Manager as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Manager herein; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted

to the Manager in accordance with the City's regulations using an equivalent original employment date of the Manager with the City as March 12, 2001. Notwithstanding other earned annual leave, an additional five (5) days or forty (40) hours of unrestricted annual leave is hereby added to the City Manager's leave total effective October 1, 2009 (FY 2010), and each October 1 thereafter, while employed with the City.

The Manager may retain and carry forward vacation and sick leave, pursuant to the City Personnel Policy, and Manager shall be entitled to five days paid leave each year for teaching, speaking and writing related to the profession and which brings credit to the city.

Section 9. Professional and Civic Development. The City agrees to budget and pay for the civic and professional membership dues and subscriptions of Manager necessary for the Manager's continuation and participation in national, regional, state, and local associations necessary and desirable for the Manager's continued professional participation, growth and advancement, and for the good of the City. The City agrees to budget and pay for Manager's membership fees associated with one local civic club. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and related travel by Manager as provided for in the annual budget will be a part of the Manager's duties.

Section 10. Business Expenses. Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Manager in the performance of the Manager's duties. The City will pay or reimburse such business expenses, and the Finance Director is authorized to disburse

such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The City will also pay the full cost of any bond, if any is required by the City to be made by the Manager.

Section 11. Residency. The Manager shall maintain residency within the City's corporate boundaries during the term of this Agreement.

Section 12. Indemnification. To the fullest extent permitted by law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Manager as to any third party; and provided further that City shall not indemnify and hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 13. Hours of Work. It is recognized that the Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Manager acknowledges the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours.

The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager.

The Manager will devote full time and effort to the performance of the duties of the City Manager of the City, and shall remain in the exclusive employ of the City during the Term of

this Agreement; provided that, with the prior consent of the Council, the Manager may accept temporary, outside professional employment which will not in any way limit the performance of, or the Manager's availability for the performance of, the Manager's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Manager's time off.

Section 14. Performance Evaluation. The City shall annually review the performance of the Manager subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and Manager. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, (3) present a written summary of the evaluation results, and (4) conduct a goals setting session which will form basis of performance evaluation next year. The final written evaluation should be completed and delivered to the Manager within 10 days of the evaluation meeting.

Section 15. Other Compensation Issues.

A. Termination. In the event Manager is terminated by the Council during the Term of this Agreement and Manager is then willing and able to perform all the duties of the City Manager under this Agreement, then, in that event, the City agrees to pay the Manager for twelve (12) months full salary and ninety (90) days benefits, plus the value of all sick and vacation leave, holidays and other benefits accrued by, or

credited to, the Manager prior to the termination, said payment to be paid in the same manner as the Manager was paid prior to his termination.

Provided that, if the Manager is terminated because of a conviction for a misdemeanor involving moral turpitude or personal gain, or any felony, then, in that event, the City shall have no obligation to pay the severance payments designated in this Section.

B. Reductions. In the event the Council during the Term of this Agreement reduces the authority of the Manager, or reduces the salary or other financial benefits of Manager in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Manager herein, or the Manager resigns following a suggestion, whether formal or informal, by the Council that the Manager resign, then in that event, the Manager may, at the Manager's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Manager resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Manager with pay pending the resolution of any criminal charge filed against the Manager shall not constitute a termination, or a reduction under this Section. The Council shall be deemed to have suggested the resignation of the Manager at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Manager resign.

C. Resignation. If the Manager terminates this Agreement by voluntary resignation of the position of City Manager, the Manager shall give ninety (90) days notice in advance unless the Council agrees otherwise.

Section 16. Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

(1) City of Belton: P.O. Box 120, 333 Water Street, Belton, Texas 76513

(2) Sam A. Listi, City Manager: 311 Oak Street, Belton, Texas 76513

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

Section 17. Conflict of Interest Prohibition. The Manager shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Manager shall, except for a personal residence or residential property acquired or held for future use as the Manager's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

Section 18. Appropriations. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

Section 18. General Provisions.

- A. Section headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Bell County, Texas.
- C. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

E. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Council.

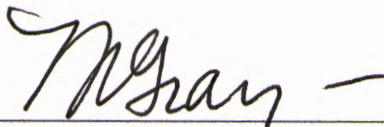
F. Effective Date. This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Manager.

G. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

AMENDED AND APPROVED this 28th day of February, 2017, by the Belton City Council.

IN WITNESS WHEREOF, the City and the Manager have executed this Agreement effective as of the date first written above.

CITY OF BELTON, TEXAS

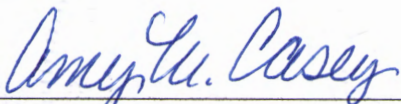


Mayor, Marion Grayson



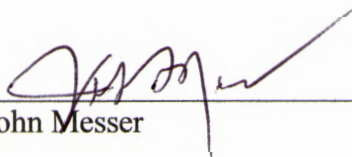
(City Seal)

ATTEST:



City Clerk, Amy M. Casey

APPROVED AS TO FORM:



City Attorney, John Messer

AGREED AND ACCEPTED this the 28th day of February, 2017.



City Manager, Sam A. Listi

CITY MANAGER AGREEMENT

City of Belton, Texas
City Manager Agreement

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

This Agreement, superseding the Agreement entered into on February 22, 2005, by the following parties, is made and entered into on this 27th day of February, 2018, by and between the City of Belton, Texas, a municipal corporation, (hereinafter called "City") and Sam Anthony Listi, (hereinafter called "Manager").

WITNESSETH:

WHEREAS, the City Council of the City of Belton (the "Council") and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Manager, as the City Manager of the City ("City Manager"), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the City Manager, and to serve at the pleasure of the City Council, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

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Section 1: Term

This Agreement shall be indefinite and remain in full force in effect from the Effective Date, until terminated by the City or the Manager as provided in Section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

City agrees to employ Sam Anthony Listi as City Manager to perform the functions and duties specified in the Charter and Ordinances of the City of Belton, and to perform such other legally permissible and proper duties and functions as authorized and directed by the Council.

Section 3: Compensation

A. Base Salary: City agrees to pay Manager an annual base salary of \$154,500, payable in installments in accordance with the City's usual payroll schedule.

B. Consideration shall be given on an annual basis to an increase in compensation, and increases in compensation shall be dependent upon the results of a performance evaluation conducted pursuant to the provisions of Section 12 of this Agreement. Increased compensation may take the form of a salary increase and/or an increase in fringe benefits.

C. This Agreement shall be automatically amended to reflect any salary adjustments that are authorized by the Council.

Section 4: Health, Disability and Life Insurance Benefits

A. The City agrees to provide for medical insurance benefits for the Manager equal to that which is provided to all other employees of the City.

B. The City agrees to provide for life insurance benefits for the Manager equal to that which is provided to all other employees of the City.

C. The Manager may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Manager, the cost of which shall be paid by the City.

D. The Manager is automatically entitled to any other standard benefits available to employees of the City as may now exist or be made available during the term of this Agreement.

Section 5: Vacation and Sick Leave

A. The Manager shall accrue vacation and sick leave in accordance with other non-civil service employees.

B. The Manager shall accrue five days of vacation leave per year in addition to the vacation leave provided by section 5A.

C. The Manager is entitled to accrue unused sick and vacation leave up to the maximum accruals set forth in the City's personnel policy.

D. Manager is automatically entitled to any other standard leave available to non-civil service employees of the City as may now exist or be made available during the term of this contract.

Section 6: Vehicle Allowance

The City agrees to pay to the Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$7,500 per year as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a personal vehicle. The vehicle allowance shall be paid in equal payments on a monthly basis. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The City shall reimburse the Manager at the established mileage rate for any business use of the vehicle beyond 140 round-trip miles.

Section 7: Retirement

A. The City agrees to maintain the Manager's enrollment in the Texas Municipal Retirement System (TMRS), and to make all the appropriate City contributions on the Manager's behalf.

B. In addition to the City's payment to the state retirement system referenced above, City agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Manager's continued participation in said supplementary retirement plan and, in addition to the base salary paid by the City to Manager, City agrees to pay an amount equal to eight percent (8%) of Manager's base annual salary, in equal proportionate amounts each pay period.

C. Manager is automatically entitled to any other standard retirement benefits available to employees of the City as may now exist or be made available during the term of this contract.

Section 8: General Business Expenses

A. City agrees to pay for professional dues and subscriptions of the Manager necessary for full participation in national, regional, state and local associations and organizations necessary for the Manager's continued professional growth and advancement, and for the good of the City.

B. City agrees to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to conferences hosted by ICMA, American Planning Association, and such other national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. City agrees to pay for tuition, registration fees, and travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City.

D. City acknowledges the value of having Manager participate and be directly involved in local civic clubs and organizations. Accordingly, City agrees to pay for the reasonable membership fees and/or dues to enable the Manager to become an active member in local/regional civic clubs and organizations.

E. Technology: The City shall provide Manager with the use of a computer and a cell phone required for the Manager to perform the job and to maintain communication with the Council and City staff.

Section 9: Termination

For the purpose of this agreement, termination shall occur if:

A. A majority of the governing body votes to terminate the Manager at a duly authorized public meeting.

B. The Manager resigns following a request to resign made by representatives of the majority of the Council.

C. The City, citizens or state legislature acts to amend any provisions of the Charter of the City of Belton or Belton Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Manager's position that substantially changes the form of government.

D. The City reduces the base salary, compensation or any other financial benefit of the Manager, unless it is applied in no greater percentage than the average reduction of all department heads.

E. Breach of contract is declared by either party with a 30-day cure period for either Manager or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

Section 10: Severance

Severance shall be paid to the Manager when employment is terminated as defined in Section 9.

If the Manager is terminated, the City shall provide a minimum severance payment equal to twelve months' salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager.

The Manager shall also be compensated for accrued earned vacation time and all paid holidays.

For a period of three months following the date of termination, the City shall pay the costs to continue the following benefits:

1. Health insurance for the Manager as provided in Section 4A;
2. Life insurance as provided in Section 4B;
3. Car allowance as provided in Section 6;
4. Any other standard benefits available to employees of the City as provided in Section 4D.

If the Manager is terminated because of a conviction of a misdemeanor involving moral turpitude or personal gain or a felony, then the City is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Manager voluntarily resigns his position with the City, the Manager shall provide the City with not less than 30 days' advance written notice of his resignation, unless the parties agree otherwise.

Section 12: Performance Evaluation

City shall annually review the performance of the Manager following the conclusion of the City's fiscal year. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, (3) present a written summary of the evaluation results, and (4) conduct a goal setting session. The final written evaluation should be completed and delivered to the Manager within 30 days of the evaluation meeting.

Adjustments to the Manager's compensation package based on the results of the performance evaluation shall be effective on the first day of the fiscal year following the review period. Illustrated: Manager is reviewed by the Council on February 15, 20X2 for the fiscal year ended September 30, 20X1. Therefore, any adjustments to the Manager's compensation will be effective as of October 1, 20X1.

Section 13: Hours of Work

It is expected that the Manager will typically work during normal City Hall office hours. However, it is recognized that the Manager must devote a great deal of time outside those normal office hours on business for the City. Accordingly, and to that end, Manager may establish his own work schedule, subject to reasonable direction by City. Manager is not eligible for overtime nor will be paid compensatory hours.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with, or cause a conflict of interest with, Manager's responsibilities pursuant to this Agreement.

Section 15: Residency

Manager agrees to maintain his residence within the corporate boundaries of the City during his employment with the City.

Section 16: Indemnification

City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of Manager's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by City for Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

City agrees to pay Manager's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Manager is a party or witness. Such expense payments shall continue beyond Manager's service to the City as long as the litigation is pending.

Section 17: Bonding

City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance, and professional liability insurance.

Section 18: Other Terms and Conditions of Employment

The City, upon agreement with Manager, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Belton, or applicable law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:
City of Belton
PO Box 120, 333 Water Street
Belton, TX 76513

MANAGER:
Sam Anthony Listi
311 Oak Street
Belton, TX 76513

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and the Manager as well as his heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 1, 2017.

D. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by the Belton City Council on this 27th day of February, 2018.

CITY OF BELTON, TEXAS

ATTEST:

Marion Grayson, Mayor

Amy M. Casey, City Clerk

APPROVED AS TO FORM:

John Messer, City Attorney

AGREED AND ACCEPTED this 27th day of February 2018

Sam Anthony Listi, City Manager

**Addendum to
CITY MANAGER AGREEMENT
between
The City of Belton, Texas
and
Sam Anthony Listi**

The City of Belton (hereinafter called "City") wishes to resolve the balance of vacation hours duly earned and accrued by Sam Anthony Listi (hereinafter called "Manager") which are in excess of the allowable carryover amount set forth in Section 322 of the City's Personnel Policy.

The Manager agrees to forgo all leave in excess of the allowable carryover amount by the Manager as of March 1, 2018. Further, the Manager agrees that carryover leave in excess of the amount set forth in the City's Personnel Policy will be allowable only with the consent of the City Council.

In exchange for the forgoing of the aforementioned leave, the City will compensate the Manager for the value of excess leave. The calculation of the compensation shall be based on the Manager's hourly rate as of March 1, 2018, multiplied by the vacation accrued in excess of the allowable carryover amount on that date. The City will deposit the calculated compensation into the Manager's ICMA Retirement Corporation account in equal amounts over seventy-two, biweekly payrolls, beginning with the first payroll following March 1, 2018. Beginning with the first payroll in calendar year 2019, the biweekly payroll payment will be adjusted by the 12-month percent change in All times (U.S. City Average) as published in the U.S Bureau of Labor Statistics November 2018 Southwest Consumer Price Index Indicators. Further, beginning with the first payroll in calendar year 2020, the biweekly payroll payment will be again adjusted by the 12-month percent change in All times (U.S. City Average) as published in the U.S Bureau of Labor Statistics November 2019 Southwest Consumer Price Index Indicators

Should the Employment Agreement between the City and the Manager end as a result of Termination or Resignation as defined by Sections 9 or 11 of the Manager's Employment Agreement executed February 27, 2018, or any successor employment agreement, prior to the payment of all compensation owed under this Addendum, any unpaid balance under this Addendum will be paid to the Manager within 30 days of the Manager's final date of employment with the City. Should the Manager become deceased prior to the payment of all compensation owed under this Addendum, any unpaid balance under this Addendum will be paid to the Manager's estate.

Adopted and approved by the Belton City Council on this 27th day of February, 2018.

CITY OF BELTON, TEXAS

ATTEST:

Marion Grayson, Mayor

Amy M. Casey, City Clerk

APPROVED AS TO FORM:

John Messer, City Attorney

AGREED AND ACCEPTED this 27th day of February, 2018

Sam Anthony Listi, City Manager

Staff Report – City Council Agenda Item



Date: February 27, 2018
Case No.: P-18-02 – Dolores Estates
Request: Final Plat
Applicant: All County Surveying
Owner: Enrique Jimenez and Alberto Jimenez

Agenda Item #11

Consider a final plat of Dolores Estates, an 8.98 acre tract of land located east of IH-35 on the south side of Decker Road in the ETJ of the City of Belton.

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Case Summary

This is a 2-lot subdivision proposed for residential use.

Project Analysis and Discussion

This property is located in the ETJ of the City of Belton, so there is no zoning. The Future Land Use Map shows this area as residential and there is currently one residence on Lot 1 and two on Lot 2. Each lot comprises 4.490 acres, and proposes a 25' front yard setback. A 15' wide access easement runs along the dividing property line (7.5' on each side) to provide access to the residence at the rear of Lot 2. This is a division of property among family members.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision plat.

Water: The owners are proposing a combination of public supply and private water wells to meet their water needs. This property is located within the Armstrong Water Supply Corporation (WSC) CCN. They have provided a letter confirming their ability to serve this subdivision for domestic service. The residence on Lot 2 near Decker Road is currently served by Armstrong WSC. The water line along Decker Road is a 4" line and cannot support a fire hydrant; therefore, a variance is requested and supported by staff. There are two water wells registered with Clearwater Underground Water Conservation District on the property. The owners are required to contact Clearwater if any changes in groundwater use are desired.

Sewer: There is no sanitary sewer service available to this property. Septic systems are proposed and tentatively approved; placement will be subject to review by the Bell County Public Health District.

Drainage: The city is not responsible for drainage along Decker Road, since it is outside the city limits. There is an existing culvert under the driveway entrance to this subdivision. No additional drainage improvements are needed.

Streets: The Thoroughfare Plan identifies Decker Road as a minor collector street with a required ROW width of 60'. Current ROW is 40'. The owners are satisfying their requirement to dedicate half of what is needed by including a 10' ROW dedication on the plat. The north side of Decker Road has the opportunity for additional development and provision of needed ROW when platted.

Regarding perimeter street improvements, the Subdivision Ordinance requires the developer to contribute one half the total cost of paving with curb and gutter for the portion of roadway adjacent to this plat., in this case, Decker Road. An exception to this requirement is requested. The Subdivision Ordinance allows waiver of this requirement for single family developments not exceeding 3 lots. Staff supports the requested variance for the 245' of property fronting Decker Road.

Sidewalks: The Subdivision Ordinance requires the developer to construct and install a 5 feet wide sidewalk along the subdivision side of collector streets. Since Decker Road is a minor collector, a 5-foot wide sidewalk along the southern side of Decker Road is required. A variance to this requirement is requested. Staff concurs with the variance request due to the following factors: this development consists of only two large lots with existing residential development so there is no additional impact to the area; properties near this site are already developed, limiting the opportunity to acquire funds for a future sidewalk; the property is currently in the city's ETJ and improvements to this roadway, including sidewalks, are not scheduled; the county is not requiring sidewalks.

Parkland Dedication/Fee: Residential subdivisions are required to dedicate suitable lands for the purpose of parkland and/or make a financial contribution for the acquisition and development of such parkland. One acre for each 100 new dwelling units projected is required. With only two lots the dedication would be 0.02 acres, which is considerably short of the minimum two acres desired for dedication. The fee in lieu of dedication is \$200/lot which would be \$400 for this subdivision. A variance to the parkland dedication/fee is requested. Staff concurs with the variance request since there are no plans to develop a public park in this vicinity at this time and these two lots are large with ample open space available on each to satisfy the needs of the lot owners.

Conclusion: We have reviewed the final plat and find it acceptable, subject to conditions contained in the letter to the applicant. Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and provided comments which are being addressed. After Council action, this plat will be taken to Bell County Commissioners Court for approval.

Recommendation

The Planning and Zoning Commission met on February 19, 2018 and unanimously recommended approval of the final plat of Dolores Estates, subject to the City's Letter to the Applicant dated February 16, 2018, with the following variances recommended for approval, and staff concurs in that recommendation:

1. Decker Road perimeter street improvements
2. Decker Road sidewalk
3. Fire Hydrant
4. Parkland dedication/fee

Attachments

Final Plat Application

Final Plat

Location Map

City's Letter to Applicant dated February 16, 2018

Variance Requests

P&Z Minutes Excerpt

City of Belton
Request for Subdivision Plat
to the City Council and the
Planning and Zoning Commission

Application is hereby made to the City Council for the following:

- ☐ Preliminary Subdivision Fees due \$ 200
- ☒ Final Subdivision
- ☒ Administrative Plat — *Requesting Variance.*
- ☐ Replat
- ☐ ETJ
- ☐ City Limits

Date Received: _____ Date Due: _____ (All plans are to be returned to the Planning Department by the 15th day of the month ahead of the next month's P&Z meeting.)

Applicant: All County Surveying, Inc. Phone: 254-778-2272
Mailing Address: 1303 South 21st Street, Temple, Texas 76504
Email Address: chuck@allcountysurveying.com, shane@allcountysurveying.com

Owner: Enrique Jimenez and Alberto Jimenez Phone: 254-316-8207
Mailing Address: 1315 Decker Road
Email Address: _____

Current Description of Property:

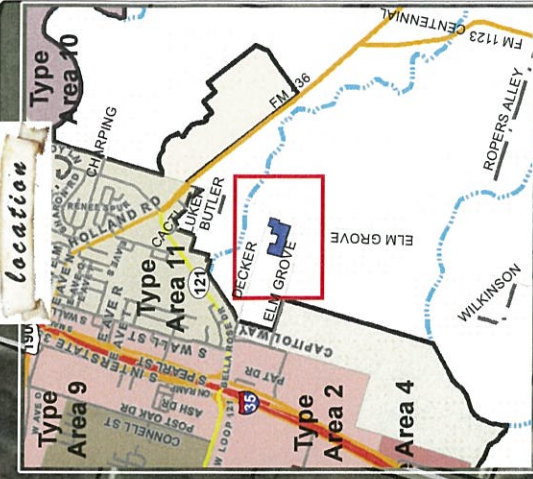
Lot: _____ Block: _____ Subdivision: _____
Acres: 9.03 Survey: M. F. Connell Survey
Abstract #: 6 Street Address: 1315 Decker Road
Frontage in Feet: 245 Depth in Feet: 617

Does Zoning comply with proposed use? n/a Current Zoning: n/a
Name of proposed subdivision: Dolores Estates
Number of Lots: 2 Fee: \$ 200

Signature of Applicant: Charles C. Lutz Date: 6.14.2017

Signature of Owner: Enrique Jimenez Date: 11-8-2016

P-18-02 LOCATION - DOLORES ESTATES - ETJ



PROPOSED PLAT:

Final Plat
Dolores Estates - ETJ
8.98 Acres

PROPERTY OWNER:

JIMENEZ, ENRIQUE
& ALBERTO

LEGEND

P_18_02
CityLimits

0 2,125 4,250 8,500 Feet



Maps and data are for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. They do not represent the City of Belton's official position or the approximate relative location of property boundaries. No warranty is made by the City of Belton regarding specific accuracy or completeness.

Map Date: 2/9/2018 Aerial Imagery Date: 2017



City of Belton

Planning Department

February 16, 2018

Applicant: ALL COUNTY SURVEYING – CHARLES LUCKO / SHANE WOOD

Date Submitted: 06-20-2017

2nd Submittal: 01-16-2018

3rd Submittal: 02-13-18

Project: DOLORES ESTATES ETJ

Location: 8.98 ACRES LOCATED AT 1315 DECKER ROAD

*****Please comment back in red under the comments submitted on this sheet.*****

PLANNING DEPT– Cheryl Maxwell – CMaxwell@BeltonTexas.gov:

Please correct the callout for the ROW dedication. “0.056 Acre Conveyed to Bell County by this plat.”

PUBLIC WORKS/KPA – Angellia Points, APoints@BeltonTexas.gov:

No further comments.

BUILDING OFFICIAL – Bruce Ebbert, BEbbert@BeltonTexas.gov:

No comments.

FIRE DEPT – Jeff Booker, JBooker@BeltonTexas.gov:

No further comments.

POLICE DEPT – Chief Gene Ellis, GEllis@BeltonTexas.gov:

No Comments.

GIS – Anthony Notgrass, ANotgrass@BeltonTexas.gov:

No further comments.

BELL CO. ENGINEER – Gary.Stermer@bellcounty.texas.gov:

No further comments.

Outside Utility Provider Comments

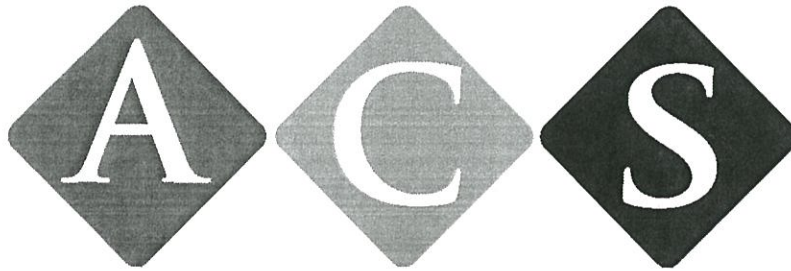
- ☐ **Oncor:**
- ☐ **AT&T:**
- ☒ **Atmos Energy:** In agreement with plat.
- ☐ **Charter Communications:**
- ☐ **Grande Communications:**
- ☐ **Spectrum (Time Warner):**
- ☐ **USPS:**

☒ **Clearwater UCD:** Received.

☐ **TXDOT:**

☒ **Armstrong WSC:** Received.

Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.



ALL COUNTY SURVEYING, INC

January 16, 2018

To: City of Belton

Ref: Dolores Estates – ETJ

Location: 8.98 Acres located at 1315 Decker Road

To whom it may concern:

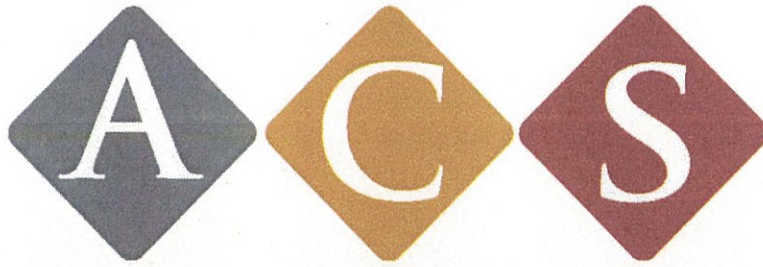
In reference to the proposed subdivision plat of Dolores Estates, situated at 1315 Decker Road, situated in the extra territorial jurisdiction of the City of Belton, we respectfully request variances to be granted on the following items:

1. A requirement for curb and gutter to be constructed along the southern portion of Decker Road adjacent to this project. The nearest curb and gutter is located approximately 3200' to the west on Capital Way. It would not be aesthetic to the appearance of the surrounding properties to construct a 245' section of curbing that would not connect to existing for the foreseeable future.
2. A requirement for a 5' sidewalk to be required along Decker Road. After reviewing aerial maps, there are no sidewalks constructed that are located south of Loop 121 in the City of Belton. It would not be aesthetic to the adjacent properties to have a 245' section of sidewalk constructed that will not connect to any existing in the foreseeable future.

At this time, we request that a variance be granted for the above items and that the proposed plat of Dolores Estates be approved for recordation with the Bell County Clerk's office.

Respectfully,

Charles C. Lucko, RPLS
President
All County Surveying, Inc.



ALL COUNTY SURVEYING, INC

February 13, 2018

To: City of Belton
Ref: Dolores Estates – ETJ
Location: 8.98 Acres located at 1315 Decker Road

To whom it may concern:

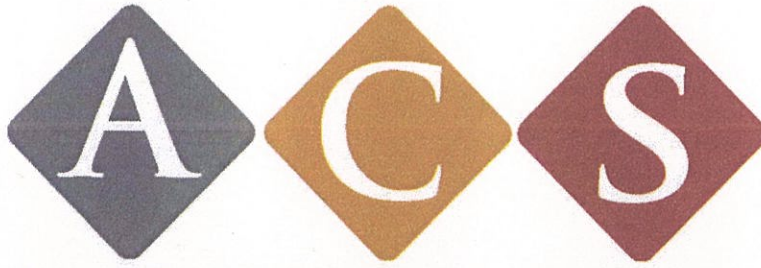
In reference to the proposed subdivision plat of Dolores Estates, situated at 1315 Decker Road, situated in the extra territorial jurisdiction of the City of Belton, we respectfully request a variance to be granted on the following item:

1. Park fees in the amount of \$400.00. This proposed plat is a family division of land and is not intended for additional residential development. This property is located outside of the current City Limits.

At this time, we request that a variance be granted for the above item and that the proposed plat of Dolores Estates be approved for recordation with the Bell County Clerk's office.

Respectfully,

Charles C. Lucko, RPLS
President
All County Surveying, Inc.



ALL COUNTY SURVEYING, INC

February 13, 2018

To: City of Belton

Ref: Dolores Estates – ETJ

Location: 8.98 Acres located at 1315 Decker Road

To whom it may concern:

In reference to the proposed subdivision plat of Dolores Estates, situated at 1315 Decker Road, situated in the extra territorial jurisdiction of the City of Belton, we respectfully request a variance to be granted on the following item:

1. The proposed subdivision lies within the CCN of Armstrong Water Supply Corporation, CCN #0140019. Armstrong WSC does not support fire hydrants on any of their water supply system so we are unable to comply with the current fire protection requirements.

At this time, we request that a variance be granted for the above item and that the proposed plat of Dolores Estates be approved for recordation with the Bell County Clerk's office.

Respectfully,

Charles C. Lucko, RPLS
President
All County Surveying, Inc.

Minutes of the meeting of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, February 20, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Dave Covington, Lewis Simms, Stephanie O'Banion and David Fuller. The following member was absent: Rae Schmuck. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Planner Kelly Trietsch, Director of IT Chris Brown, Director of Public Works Angellia Points, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

5. P-18-02 Consider a final plat of Dolores Estates, an 8.98 acre tract of land located east of IH-35 on the south side of Decker Road in the ETJ of the City of Belton.

Ms. Maxwell presented the staff report. (Exhibit B)

Mr. Covington made a motion to approve P-18-02, a final plat of Dolores Estates, as recommended by staff, including variances for the perimeter street improvements, sidewalk, fire hydrants, and parkland dedication/fee; motion was seconded by Mr. Fuller. The motion passed unanimously with 8 ayes, 0 nays.

Staff Report – City Council Agenda Item



Date: February 27, 2018
Case No.: P-18-03 – Taylor Subdivision
Request: Preliminary Plat
Applicant: Belton Engineering
Owner/Developer: Randy Taylor

Agenda Item #12

Consider a preliminary plat of Taylor Subdivision, a 34.535 acre tract of land located west of IH-35 on the east side of FM 1670, south of Amity Road in the ETJ of the City of Belton.

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Case Summary

This is a 49-lot subdivision—47 lots are proposed for single family residential development, and two lots are proposed for commercial development.

Project Analysis and Discussion

This property is located in Belton's ETJ so there is no zoning. The Future Land Use Map shows this area as residential and there are currently several residential developments in this area. The final plat of Meadows Subdivision was recently approved, and that development will be located just to the north of this property. This is primarily a residential subdivision, containing 47 residential lots and two commercial lots with frontage on FM 1670. Access to the residential lots is provided off of FM 1670 via proposed road Hollow Drive. Local streets connect with Hollow Drive creating a loop within the development. All of the proposed residential lots are over 0.50 acre in size and satisfy area requirements for Single Family One zoning and development if located inside the city limits. The two commercial lots are both approximately 2.5 acres in size and access is proposed directly from FM 1670.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision plat.

Water: This property is located within the Salado Water Supply Corporation (SWSC) CCN. An existing 6-inch water line runs along the west side of FM 1670. The applicant proposes to tap this line and construct an 8-inch line throughout the subdivision. A letter is required from SWSC with final plat submission confirming their ability and willingness to serve this subdivision.

The City of Belton Fire Code requires a minimum water pressure of 20 psi, or 1,000 gpm for fire hydrants. The existing water pressure only provides a flow of 900 gpm. The developer is requesting a variance to this requirement of 1,000 gpm and, since it nearly meets it, staff supports the request.

Sewer: No sanitary sewer is available to serve this subdivision. Individual septic systems are proposed on the lots. All of the proposed lots are over 0.50 acres in size. An approval letter is required with final plat submission from the Bell County Public Health District.

Drainage: Drainage is proposed to be detained on-site in the vicinity of Block 1, Lot 14 at the northeast corner of this property, and will be maintained by the subdivision's home owners association (HOA). Detailed drainage calculations will be required with the final plat submission.

Streets: With 120' of ROW available, no ROW dedication is needed for FM 1670. FM 1670 is a TxDOT roadway; therefore, the requirement for perimeter street improvements is not applicable. TxDOT approval is required for driveway permits to the commercial lots from FM 1670. TxDOT has approved access for the entrance roadway, Hollow Drive, and the southern commercial lot; however, access to the northern commercial lot (Lot 1, Block 1) was not granted. Access to this lot will have to be via Hollow Drive. The Planning Commission recommended establishing an access limitation to Lot 1, Block 1, a minimum distance from FM 1670. This will be addressed with the final plat. The internal roads in this subdivision will be constructed as local streets, with a 31' pavement width within a 50' wide ROW with curb and gutter.

Sidewalks: The Subdivision Ordinance requires the developer to construct and install a 6-foot wide sidewalk along the subdivision side of arterial roadways. Since FM 1670 is a minor arterial, the developer is required to install a 6-foot wide sidewalk along the eastern side of FM 1670. The Subdivision Ordinance also states that sidewalks shall be required and shall be installed by the subdivision developer on streets adjacent to all schools. There is a Montessori School along the west side of FM 1670, approximately 0.6 mile south of this subdivision. This currently serves pre-school aged children but they plan to expand to elementary age in the next three years.

The developer requested a variance to this requirement since there are no sidewalks with which to connect and Bell County does not require sidewalks. A variance to this requirement was granted to The Meadows Subdivision for these reasons; however, at that time, the Montessori school was not in its current location. Staff felt this requirement should be carefully evaluated and discussed this issue with the Commission. Points to consider include the following:

- This area is undergoing significant residential development, so if sidewalks are provided with future development, then the opportunity for a connected sidewalk system will increase;
- Salado High School is located just west of the intersection of FM 1670 and FM 2484 to the south, so in the future, there could very well be several students living along FM 1670 that would be traveling to the school;

- There is a Montessori School on the west side of FM 1670 south of this subdivision; this was not in existence in this location until January this year;
- Residents have the ability to walk along local streets, but may choose to walk or run along FM 1670 if a safe path is provided;
- The KTMPO Regional Thoroughfare and Pedestrian/Bicycle Plan shows future bicycle/pedestrian improvements along FM 1670.

Given these considerations, staff felt there was a basis to support application of the sidewalk requirement, and suggested funds be placed in an escrow account with the city. If the funds are not expended within 9 years, the funds will be returned with any interest that has been earned. A cost estimate was prepared by the applicant and it amounted to \$23,000. The Planning Commission considered sidewalks a reasonable recommendation given current, and anticipated development conditions.

Parkland Dedication/Fees: This subdivision is proposed to contain 47 residential lots; therefore, a dedication of 0.47 acres of parkland or a \$9,400 fee-in-lieu of land dedication is required. The developer is requesting a variance to the parkland requirements. The lots in this subdivision are 0.50 acre and larger, which provide open space on each lot for the residents. This subdivision is located quite far outside the Belton City limits and is not close to any existing City parks. The Parks Master Plan does not identify any future parkland in this area. Compliance with the ordinance would result in escrowing \$9,400 for up to 10 years to give the City allowable time to determine where in the vicinity these neighborhood park funds might be used. Staff concurs with the developer's request for a variance, but encourages the development of an HOA-owned and maintained neighborhood park for the residents in the subdivision.

Conclusion: The plat appears reasonable as a preliminary plat, subject to conditions contained in the letter to the applicant. Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and made comments that are being addressed. After Council action, this plat will be taken to Bell County Commissioners Court for approval.

Recommendation

The Planning and Zoning Commission met on February 19, 2018 and unanimously recommended approval of the preliminary plat of the Taylor Subdivision, subject to the City's Letter to the Applicant's Engineer dated February 16, 2018, and an access limitation along Hollow Drive for Lot 1, Block 1, with a favorable recommendation for the following variances, and staff concurs:

1. Water pressure
2. Parkland dedication/fee requirement

The Planning and Zoning Commission unanimously recommended application of the sidewalk requirement along FM 1670, and placing the funds in an escrow account for future use.

Attachments

Preliminary Plat Application

Preliminary Plat

Location Map

ETJ Map

City's Letter to Applicant's Engineer dated February 16, 2018

Variance Requests

P&Z Minutes Excerpt

City of Belton
Request for Subdivision Plat
to the City Council and the
Planning and Zoning Commission

Application is hereby made to the City Council for the following:

- ☒ Preliminary Subdivision Fees due \$ 385.00
☐ Final Subdivision
☐ Administrative Plat
☐ Replat
☐ ETJ
☐ City Limits

Date Received: 1-15-18 Date Due: 1-15-18 (All plans are to be returned to the Planning Department by the 15th day of the month ahead of the next month's P&Z meeting.)

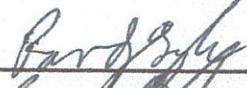
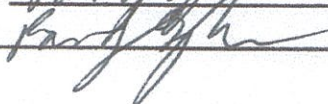
Applicant: LINA CHTAY Phone: 254-731-5600
Mailing Address: 106 EAST STREET, BELTON, TEXAS 76513
Email Address: lchtay@beltonengineers.com

Owner: RANDY TAYLOR Phone: 512-635-1828
Mailing Address: 3492 FM 2484
Email Address: custombuilders21@gmail.com

Current Description of Property:

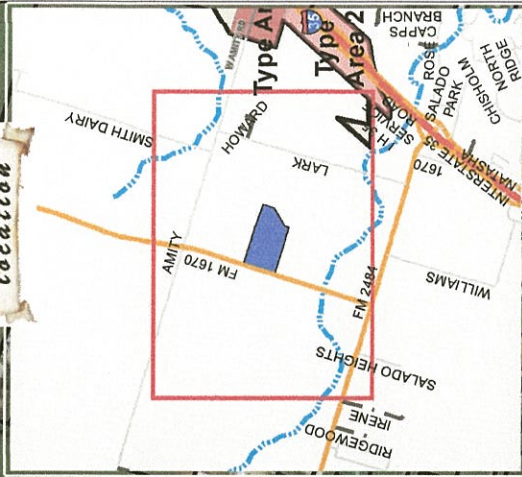
Lot: N/A Block: N/A Subdivision: N/A
Acres: 34.530 Survey: YOUNG WILLIAMS SURVEY
Abstract #: 861 Street Address: FM 1670 - 1750' south of W. Amity Rd.
Frontage in Feet: 939' Depth in Feet: 1758'

Does Zoning comply with proposed use? N/A Current Zoning: N/A
Name of proposed subdivision: TAYLOR SUBDIVISION
Number of Lots: 45 Fee: \$ 385.00

Signature of Applicant:  Date: 1-12-18
Signature of Owner:  Date: 1-12-18

P-18-03 LOCATION - TAYLOR SUBDIVISION - ETJ

location



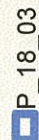
PROPOSED PLAT:

Preliminary Plat
Taylor Subdivision - ETJ
34.535 Acres

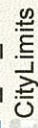
PROPERTY OWNER:

TAYLOR, RANDY

LEGEND



P_18_03



City Limits



Map Date: 2/6/2018 Aerial Imagery Date: 2017

Maps and data 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. No warranty is made by the City of Belton regarding specific accuracy or completeness.



City of Belton

Planning Department

February 16, 2018

Applicant: BELTON ENGINEERING – LINA CHTAY/DAVID MOJICA

Date Submitted: 01-16-2018

2nd Submittal: 02-13-18

Project: TAYLOR SUBDIVISION ETJ – PRELIMINARY PLAT

Location: 34.530 ACRES – FM 1670 SOUTH OF AMITY RD.

*****Please comment back in red under the comments submitted on this sheet.*****

PLANNING – Cheryl Maxwell – CMaxwell@BeltonTexas.gov:

Staff is not recommending approval of the sidewalk variance request. Please submit a sidewalk proposal to meet the requirements of the sidewalk provision in the subdivision ordinance.

PUBLIC WORKS/KPA – Angellia Points, APoints@BeltonTexas.gov:

The comments previously submitted will be addressed during final plat. No further comments at the time for the preliminary plat.

BUILDING OFFICIAL – Bruce Ebbert, BEbbert@BeltonTexas.gov:

No Comments.

FIRE DEPT – Jeff Booker, JBooker@BeltonTexas.gov:

No further comments.

POLICE DEPT – Chief Gene Ellis, GEllis@BeltonTexas.gov:

No Comments.

GIS – Anthony Notgrass, ANotgrass@BeltonTexas.gov:

1. Label “Point of Beginning”
2. Rename “North” Court to something other than a directional. I.G. “Taylors Court”.
3. Add final closing line “N71-52-29W – 250.44ft” to field notes

BELL CO. ENGINEER – Gary Stermer, Gary.Stermer@BellCounty.Texas.gov:

1. Please provide 911 approval of the proposed street names.
2. Any remaining concerns will be addressed during the Final Plat consideration.

Outside Utility Provider Comments

- ☐ **Oncor:**
☐ **AT&T:**

- ☒ **Atmos Energy:** In agreement with proposed plat.
- ☐ **Charter Communications:**
- ☒ **Grande Communications:** In agreement with proposed plat.
- ☐ **Spectrum (Time Warner):**
- ☐ **USPS:**
- ☐ **Clearwater UCD:**
- ☒ **TXDOT:**

1. TXDOT requests a note on the plat to the effect that TXDOT does concur that no TIA (Traffic Impact Analysis) will be required for the subdivision as shown. However, if the subdivision ever expands any larger than the current size, a TIA will be performed to insure whether or not turn lanes or acceleration / deceleration lanes along FM 1670 will be required.
2. Place a cul-de-sac at the end of Taylors Bend road on the south end at the southern property line.
3. The northern commercial lot will need to come off the subdivision roadway since the neighbor already has an access that will not allow the spacing criteria for an additional access point. Therefore, TXDOT does request a one foot non-access easement to be placed along the remainder of the FM 1670 frontage being broken only at the two approved access locations.

Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.

Variance-Water



BELTON ENGINEERING, INC.
*Engineering * Design/Build * Planning*

January 15, 2018

Cheryl Maxwell
Planning Director, City of Belton
333 Water Street
Belton, Texas 76513

Applicant: Belton Engineering Inc./ R. Taylor
Date Submitted: January 15th, 2018
Project: Taylor Subdivision-Preliminary Plat
Location: 34.535 Ac., F.M. 1670, Belton, TX 76513

Belton Engineering Inc., states the following for the record, in reference to the plat submittal of **Taylor Subdivision-Preliminary Plat Subdivision**:

The City of Belton Fire Code Official may approve an existing water pressure below the minimum requirement of water pressure as per the City of Belton. The applicant is hereby requesting an exception to said minimum requirement of water pressure based on the following:

1. The minimum City of Belton requirement for water pressure is listed at 1000 gpm (20 psi).
2. The existing water pressure, as tested on December 21, 2017, at the nearest existing fire hydrant (on Joe Bozon Drive in Amity Estates, Phase II) checks at 900 gpm at 45 psi. (Please refer to the fire hydrant flow test sheet attached).

Feel free to contact us at any time, in reference to this project, Office #254-731-5600, Mobile #254-289-7273.

Submitted,


BELTON ENGINEERING, INC.
Lina Chtay
As representative for R. Taylor





100-B Don Currie Dr.
Jarrell, TX 76537
877-674-TFSI (8374)
512-598-3959 (office)
512-598-3961 (fax)
www.texasfsi.com

WORK ORDER

2870

ACR- 1666099 ECR-1666599 SCR-G -1819205

CUSTOMER:	Randy Taylor
ADDRESS:	P.O. Box 431
	Salado, Tx 76571
CONTACT PERSON:	Randy Taylor
PHONE NUMBER:	

ORDER TAKEN BY	DATE
<i>[Signature]</i>	12-21-17
PURCHASE ORDER	PHONE NUMBER

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Alarm | <input type="checkbox"/> Vent Hood |
| <input type="checkbox"/> Extinguisher | <input type="checkbox"/> Special Hazard |
| <input type="checkbox"/> Backflow | <input checked="" type="checkbox"/> Sprinkler |

QTY.	MATERIAL	DESCRIPTION OF WORK
	900 GPM @ 45 PSI	Hydrant Flow Test

JOB LOCATION	FOREMAN	HRS.	RATE	AMOUNT
10001 PM 1630	Randy Taylor			
Salado, Tx				

Customer Signature

Print Name & Title

Date Complete

Total Material		
Total Labor		
Sub-Total		
Tax		
TOTAL DUE	150	-

☐ Service

☐ Blue

☐ Yellow

☐ Red

☐ FM Notified

Variance - Sidewalks



BELTON ENGINEERING, INC.
*Engineering * Design/Build * Planning*

February 12, 2018

Cheryl Maxwell
Planning Director, City of Belton
333 Water Street
Belton, Texas 76513

Applicant: Belton Engineering Inc./ R. Taylor
Date Submitted: February 12th, 2018
Project: Taylor Subdivision-Preliminary Plat
Location: 34.535 Ac., F.M. 1670, Belton, TX 76513

Belton Engineering Inc., states the following for the record, in reference to the plat submittal of **Taylor Subdivision-Preliminary Plat** Subdivision:

Applicant is requesting a variance/exception from the requirement to install sidewalks adjacent to F.M. 1670 based on the following:

1. There are no sidewalks along F.M. 1670 with which to connect.
2. The portion of this development where sidewalks are required is outside of the city limits.
3. Granting of this exception will not be detrimental to public health, safety or welfare, or injurious to any of the property adjacent to this subject tract.

Feel free to contact us at any time, in reference to this project, Office #254-731-5600, Mobile #254-289-7273.

Submitted,


BELTON ENGINEERING, INC.
Lina Chtay
As representative for R. Taylor

Variance - Parkland.



February 12, 2018

Cheryl Maxwell
Planning Director, City of Belton
333 Water Street
Belton, Texas 76513

Applicant: Belton Engineering Inc./ R. Taylor
Date Submitted: February 12th, 2018
Project: Taylor Subdivision-Preliminary Plat
Location: 34.535 Ac., F.M. 1670, Belton, TX 76513

Belton Engineering Inc., states the following for the record, in reference to the plat submittal of **Taylor Subdivision-Preliminary Plat** Subdivision:

Applicant is requesting a variance/exception from the requirement to dedicate land for the purpose of parkland and/or to make a financial contribution for the development of parkland based on the following:

1. This development is partially outside of the city limits of Belton, Texas and no other city residential subdivisions are within the vicinity.
2. The subject property is not serviced by public utilities.
3. Granting of this exception will not be detrimental to public health, safety or welfare, or injurious to any of the property adjacent to this subject tract.

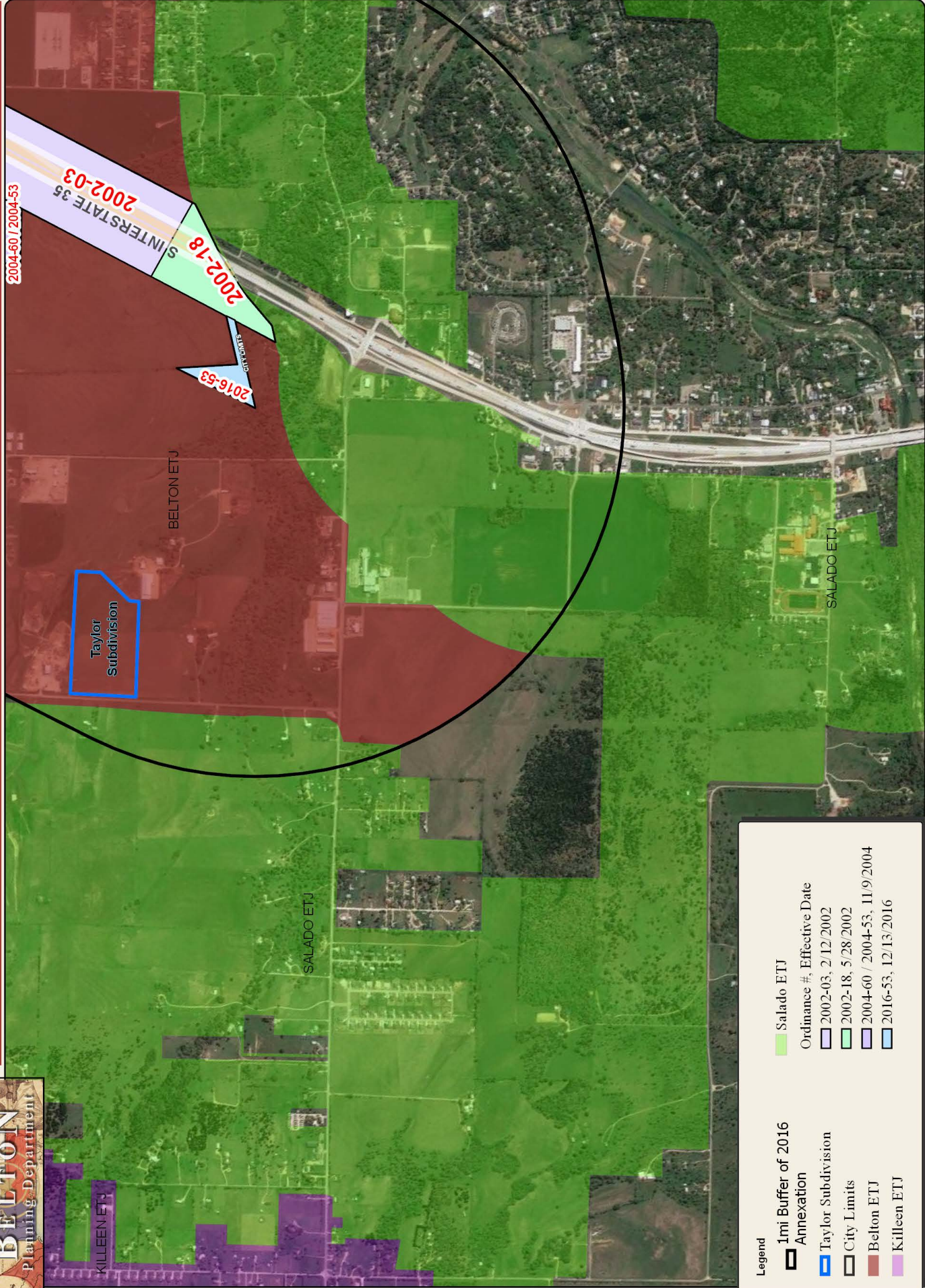
Feel free to contact us at any time, in reference to this project, Office #254-731-5600, Mobile #254-289-7273.

Submitted,


BELTON ENGINEERING, INC.
Lina Chtay
As representative for R. Taylor



BELTON ETJ



Legend

1mi Buffer of 2016 Annexation

Taylor Subdivision

City Limits

Belton ETJ

Killeen ETJ

Salado ETJ

Ordinance #, Effective Date

2002-03, 2/12/2002

2002-18, 5/28/2002

2004-60 / 2004-53, 11/9/2004

2016-53, 12/13/2016

Author: Anthony Molgrass, City of Belton Path: E:\City of Belton Projects\Folders\GIS\Maps and Data\Bassell\ap\City of Belton_CityMaps_Project.aprx

Map Date: 2/22/2018 Aerial Imagery Date: 2017

0 500 1,000 2,000 Feet

Maps and data 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. No warranty is made by the City of Belton regarding specific accuracy or completeness.

Minutes of the meeting of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, February 20, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Dave Covington, Lewis Simms, Stephanie O'Banion and David Fuller. The following member was absent: Rae Schmuck. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Planner Kelly Trietsch, Director of IT Chris Brown, Director of Public Works Angellia Points, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

6. P-18-03 Consider a preliminary plat of Taylor Subdivision, a 34.535 acre tract of land located west of IH-35 on the east side of FM 1670, south of West Amity Road in the ETJ of the City of Belton.

Ms. Maxwell presented the staff report (Exhibit C).

Ms. O'Banion asked how much ETJ is between Belton and Salado High School; where does our ETJ end? Ms. Maxwell said it's just south of FM 2484. Ms. O'Banion said so we would be able to influence future development potentially on other properties in that area? Ms. Maxwell said all along the east side of FM 1670, it may just barely encompass part of the area of FM 2484, but definitely to 2484. Mr. Hendrick asked for clarification regarding the ETJ along 1670. Ms. Maxwell said the east side is Belton, the west side is Salado; the sidewalk would be going along the east side of FM 1670.

Chair Baggerly said sidewalks are often a contentious issue and nobody wants to be first but he thinks it's something that needs to be considered seriously for this development because there will be a lot more development on that stretch. Ms. O'Banion asked if we're able to influence the development in our ETJ. Mr. Covington jokingly asked if they could go back and reconsider the Meadows plat so they can do sidewalks too. Ms. Maxwell said that is not possible now, and clarified that the situation was a little different since the school wasn't there at that time, but you never really know what's coming. Now we have two residential subdivisions, setting a pattern where there could be other future development.

Mr. Covington said he recalled that the northeast corner of this plat is going to be for a detention pond. Ms. Maxwell said they don't have any of the details yet with the preliminary plat but it will come with the final plat. Mr. Covington asked if the applicant is in the audience and could respond to the Commission's questions. He asked if there was a possibility to use that area for parkland? Ms. Lina Chtay, 106 East Street, representing Belton Engineering, said there is only enough room for a detention pond. Mr. Covington questioned if there was any room for a playground in that area? Ms. Chtay said we can certainly look at that when we do the final plat. Mr. Covington said in Texas, a detention pond makes a pretty good football field for 11 months out of the year for the neighborhood kids. Even if it was more simplistic than a playground but make it look like a place to hang out before it starts raining.

Mr. Covington said on the two commercial lots, TxDOT is granting access to the southern one but not the northern one so the northern one will have access from Holland Drive, correct? Ms. Maxwell said yes. Mr. Covington said this may be for the final plat but he's concerned with the

traffic coming in and out of FM 1670 so you don't have traffic coming out into another turn. Ms. Maxwell asked if the applicant has looked at that to which Mr. Randy Taylor, 3492 FM 2484, Salado described the layout that will give 20 feet in front of those lots so the driveway would be at least that far back. Mr. Fuller said that's a pretty good point on those lots with the entry near the highway when you're trying to get into the subdivision and he can imagine the people buying homes there might have difficulty getting in and out.

Mr. Covington said we had a similar discussion a couple months ago about the roundabout in Three Creeks so you don't have two different traffic patterns. Mr. Jarratt said the good news on this side the highway drive access is on the highway outbound lane side. If we were in Britain or Australia we would have a problem, Mr. Jarratt said, but we're good here because that is the outbound lane where there is access to the northern commercial lot. Mr. Covington said he is thinking of someone going out of the northern commercial lot and then going back into the subdivision and maybe somebody is making a left-hand turn. Mr. Fuller said you might lose one lot to keep all the cars in the neighborhood and not backed out onto the main traffic access. Mr. Covington said he didn't think you would have to lose a lot because it looked like you would have 250 feet of road. Mr. Covington recommended the entrance a little bit to the east of that commercial lot. Mr. Listi said it will be finalized before the final plat comes back and there will probably be 80 to 100 feet distance from the intersection before the driveway, so you have several cars stacking room before the driveway that will allow turning in, turning out. Mr. Listi said they will work with the applicant on that for the final plat.

Mr. Covington asked if there's been a cost assessment on sidewalks? Ms. Chtay said it costs about \$23,000.

Mr. Covington made a motion to approve P-18-03, a preliminary plat of Taylor Subdivision, as recommended by staff, including variances for the water pressure and parkland dedication/fee, access limitation along Hollow Drive for Lot 1, Block 1, and application of the sidewalk requirement with funds placed in an escrow account; motion was seconded by Mr. Simms. The motion passed unanimously with 8 ayes, 0 nays.

Staff Report – City Council Agenda Item



Date: February 27, 2018
Case No.: P-18-05 – Heart of Texas RV Resort
Request: Preliminary Plat
Applicant: Jerry Fisher/Turley and Associates

Agenda Item #13

Consider a preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road in the city limits of Belton.

Originating Department

Planning – Cheryl Maxwell, Director of Planning
Administration – Sam Listi, City Manager

Case Summary

This is a 1-lot subdivision plat proposed for a Recreational Vehicle (RV) park. This plat was presented to the P&ZC on September 19, 2017, and to the City Council on September 26, 2017, and was disapproved by both bodies. P&ZC and City Council minutes are attached for those meetings. Lack of compliance with required infrastructure items was the cause of the previous disapprovals. The applicant has resubmitted the preliminary plat and proposes: a) to provide a water line extension; b) continues to request a variance on the sewer line extension; and c) has agreed to City Recommended Option for perimeter street improvements.

Project Analysis and Discussion

This is a 1-lot subdivision plat proposed as the Heart of Texas RV Resort Addition. This property is zoned Planned Development Commercial Highway Zoning District for a Recreational Vehicle (RV) park, approved on May 9, 2017. This property is directly adjacent to both IH-35 (west) and Toll Bridge Road (east). The Commercial Highway Zoning District requires a minimum lot area of 7,200 square feet and a minimum lot width of 60 feet, and complies with the Commercial Highway Zoning District area requirements in all respects.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision. A more detailed explanation may be found in the staff report for the February 19, 2018 Planning and Zoning Commission meeting which is attached.

Water

There is a 14" waterline that stubs out onto this property. According to the City's water and wastewater extension policy, the developer is required to extend the utilities to and through their property. The applicant has agreed to extend a 14" waterline from the existing 14" waterline stub-out just south of his property along IH-35 to his northern property boundary. An 8" waterline is required to serve this property. In order to facilitate future connections, we will recommend a development agreement to the City Council proposing to utilize City funds, to oversize the waterline from an 8" to a 14", if this plat is approved. According to the cost estimate completed by the applicant's engineer, the cost difference between an 8" and 14" waterline is \$31,420. Water line plans are required.

Sewer/On-Site Disposal

The City's IH-35 sewer line extension project is proposed to extend a 12" sewer line approximately 1,000 linear feet to the north of the northern property line. City staff previously recommended the developer extend an 8" sewer line to serve this proposed development a distance of 1800 feet (1,000' to connect the proposed sewer line plus 800' linear lot frontage), with the City funding the oversize from 8" to 14". The applicant's engineer submitted a letter requesting a variance to the sewer extension requirements. The variance is based on Section 19-79 - Sanitary Waste, of the Code of Ordinances, which states the following:

- a. Any RV park boundary line located within two hundred (200) feet of a sanitary sewer main will be required to tap onto the main (site exceeds this distance).
- b. It is recommended, but not mandatory, that each RV site be provided with a sewer connection.
- c. It is mandatory that an acceptable sanitary waste station, approved by the building official, shall be provided for each one hundred (100) RV sites or parts thereof not equipped with individual sewer connections. The sanitary waste station must be connected to the city's sanitary sewer line if distance requirements as set forth in (a) above are in effect.

The applicant is proposing to install an on-site disposal system to serve the RV park's 100 units, and has stated the development will be designed to connect to the sewer when available. We recommend each RV site be designed to drain to the future sewer line when it is constructed adjacent to their property in the future. A letter has been provided from the Bell County Public Health District allowing on-site disposal. (The cost to extend an 8" sewer line 1,800 linear feet is \$296,786, so 800 linear feet is estimated to be \$131,905). We recommend approval of this variance request, since even with the future extension of City's proposed sewer line, it will end 1,000' north of this site, with provision of the connection for each RV site noted above.

Perimeter Street Requirements

Toll Bridge Road functions as a collector street and requires a total of 60 feet of ROW. Existing Toll Bridge Road ROW ranges from 40 to 48 feet in width adjacent to this proposed subdivision. We recommend a ROW dedication of 30 feet from the center of the ROW, which will result in a ROW dedication of approximately 2 feet on the north side, 10 feet in the middle, and 4 feet on the south side from this property.

The Subdivision Ordinance requires the developer to build or contribute funds for one half the total cost of paving with curb and gutter for the portion of roadway adjacent to this plat. Therefore, perimeter street improvements are required for Toll Bridge Road. Originally, the applicant's engineer submitted a letter requesting a variance to the perimeter street improvement requirements, and stated that no access will be provided from this development to Toll Bridge Road. The perimeter street improvements to Toll Bridge Road are necessary to develop this property adequately and provide circulation for this development without causing a burden on adjacent properties or the public.

The applicant's engineer has submitted a perimeter street cost estimate for the property frontage of 800 linear feet along Toll Bridge Road that identifies a cost of \$187,073.95. Staff previously recommended eliminating the sidewalk and curb and gutter in effort to reduce the cost burden on the applicant and continue to recommend this. The alternative cost estimate without sidewalks and curb and gutter is \$119,960. In the previous consideration, we recommended the applicant upgrade the street as recommended or contribute funding for the alternate perimeter street improvement requirements. If the developer does not contribute to perimeter street improvements, the cost to widen this roadway will fall to the taxpayers in the future. See attached estimates from Turley Associates.

City staff worked with the applicant and developed options that satisfy the intent of the Subdivision Ordinance to reconstruct and widen the Toll Bridge Road pavement. The developer's previous proposal did not achieve that, providing only a maintenance treatment. The applicant has now agreed to City Recommended Option 1 as described below:

- City Recommended Option 1 (See Exhibit)
 - Center cut street
 - Remove 9" of existing pavement and set grade on new 9.5' extension
 - Add crushed limestone base material per City approved specs over entire 18.5' section (new and existing)
 - Add 2" HMAc asphalt overlay on entire 18.5' section

Conclusion

The applicant has agreed to extend the waterline in accordance with City policy. He has also agreed to construct the perimeter street improvements per City Recommended Option 1, which eliminates the sidewalk and curb/gutter, as previously recommended. Finally, the applicant requests a variance to the extension of sewer which we support, with connection to each RV site provided.

Recommendation

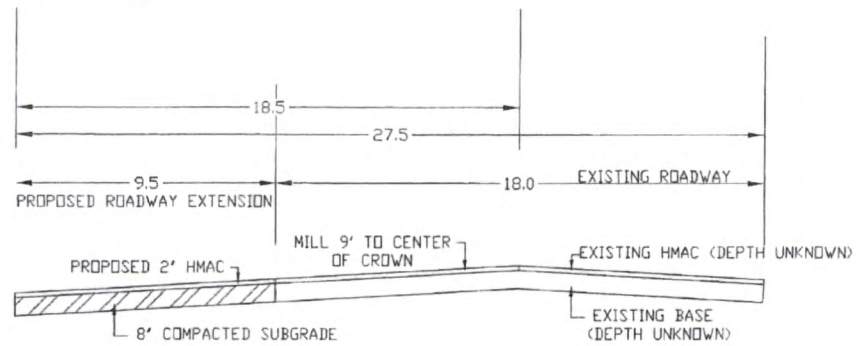
The Planning and Zoning Commission met on February 19, 2018 and unanimously recommended approval of the preliminary plat of the Heart of Texas RV Resort Addition, subject to these four essential conditions, and staff concurs:

1. Provision of the 14" water line as discussed above, with reimbursement by the City for costs over an 8". Construction Plans are required.
2. Provision of perimeter street improvement section, as recommended by the Director of Public Works—City Recommended Option 1. (no curb/gutter or sidewalk)
3. ROW dedication to achieve 30' from the center of the current ROW—2' to 10' needed.
4. Approval of a variance for the extension of sanitary sewer service, given the 1,000' distance to proposed sewer, conditioned on providing connection to each RV site for future connection to sewer.

Attachments

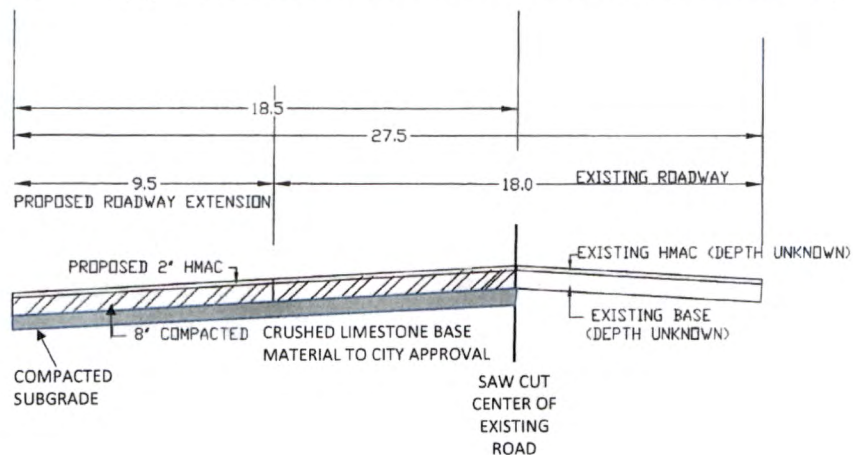
Developer's Street Proposal and City's Street Proposal Options 1 and 2
P&ZC Staff Report and Minutes from 2/20/18
P&ZC Staff Report and Minutes from 09/19/17
City Council Minutes from 09/26/17

Applicant's Proposal

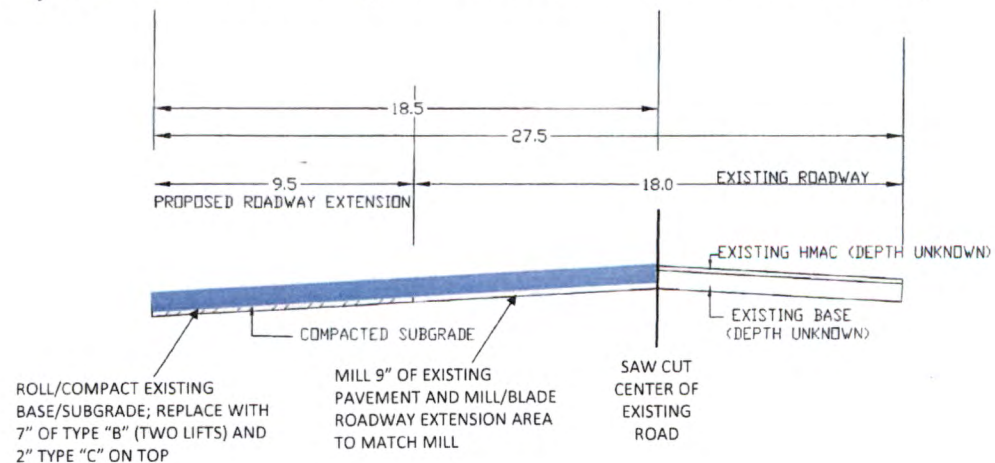


Summary of Work: Widen $\frac{1}{2}$ of the roadway to 18.5'; mill and overlay existing asphalt only.
 Assumptions: Overlay will be 2"; "Subgrade" means "Compacted crushed limestone base material to the City's approval"; HMAC to be used is Type "C" or Type "D".

City Option 1 – Typical Reconstruction $\frac{1}{2}$ of Roadway



City Option 2 – Full Depth HMAC on $\frac{1}{2}$ of Roadway



Note: The depth of the full depth hot mix is an educated estimate and will need to be verified by a geotechnical engineer for a collector street and existing subgrade.

Staff Report – Planning & Zoning Item



Date: February 20, 2018
Case No.: P-18-05 – Heart of Texas RV Resort
Request: Preliminary Plat
Applicant: Jerry Fisher/Turley and Associates

Agenda Item

P-18-05 Consider a preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road in the city limits of Belton.

Originating Department

Planning – Cheryl Maxwell, Director of Planning
Administration – Sam Listi, City Manager

Case Summary

This is a 1-lot subdivision plat proposed for a Recreational Vehicle (RV) park. This plat was presented to the P&ZC on September 19, 2017, and to the City Council on September 26, 2017, and was disapproved by both bodies. P&ZC and City Council minutes are attached for those meetings. Lack of compliance with required infrastructure items was the cause of the previous disapprovals. The applicant has resubmitted the preliminary plat and proposes: a) to provide a water line extension; b) continues to request a variance on the sewer line extension; and c) has modified his proposal for perimeter street requirements, but would still require a variance as currently proposed.

Project Analysis and Discussion

This is a 1-lot subdivision plat proposed as the Heart of Texas RV Resort Addition. This property is zoned Planned Development Commercial Highway Zoning District for a Recreational Vehicle (RV) park, approved on May 9, 2017. This property is directly adjacent to both IH-35 (west) and Toll Bridge Road (east). The Commercial Highway Zoning District requires a minimum lot area of 7,200 square feet and a minimum lot width of 60 feet, and complies with the Commercial Highway Zoning District area requirements in all respects.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision.

Water

There is a 14" waterline that stubs out onto this property. According to the City's water and wastewater extension policy, the developer is required to extend the utilities to and through their property. The applicant has agreed to extend a 14" waterline from the existing 14" waterline stub-

out just south of his property along IH-35 to his northern property boundary. An 8" waterline is required to serve this property. In order to facilitate future connections, we will recommend a development agreement to the City Council proposing to utilize City funds, to oversize the waterline from an 8" to a 14", if this plat is approved. According to the cost estimate completed by the applicant's engineer, the cost difference between an 8" and 14" waterline is \$31,420.

Sewer/On-Site Disposal

The City's IH-35 sewer line extension project is proposed to extend a 12" sewer line approximately 1,000 linear feet to the north of the northern property line. City staff previously recommended the developer extend an 8" sewer line to serve this proposed development and the City proposed to fund the cost to oversize the sewer line to from an 8" to a 14". The applicant's engineer submitted a letter requesting a variance to the sewer extension requirements. The variance is based on Section 19-79 - Sanitary Waste, of the Code of Ordinances, which states the following:

- a. Any RV park boundary line located within two hundred (200) feet of a sanitary sewer main will be required to tap onto the main (site exceeds this distance).
- b. It is recommended, but not mandatory, that each RV site be provided with a sewer connection.
- c. It is mandatory that an acceptable sanitary waste station, approved by the building official, shall be provided for each one hundred (100) RV sites or parts thereof not equipped with individual sewer connections. The sanitary waste station must be connected to the city's sanitary sewer line if distance requirements as set forth in (a) above are in effect.

The applicant is proposing to install an on-site disposal system to serve the RV park's 100 units, and has stated the development will be designed to connect to the sewer when available. We recommend each RV site be designed to drain to the future sewer line when it is constructed adjacent to their property in the future. A letter has been provided from the Bell County Public Health District allowing on-site disposal. (The cost to extend an 8" sewer line 1,800 linear feet is \$296,786, so 800 linear feet is estimated to be \$131,905). We recommend approval of this variance request since even with the future extension of City's proposed sewer line, it will end 1,000' north of this site, with provision of the connection for each RV site noted above.

Perimeter Street Requirements

Here is the City's Subdivision Ordinance requirement on Perimeter Streets in its entirety:

Section 502: Street Standards and Policy

H. Perimeter Streets

1. General – Partial or half streets may be provided where the Planning and Zoning Commission feel a street should be located along a property line. Wherever a half street has already been provided adjacent to an area to be subdivided, the other remaining portion of the street shall be platted with such subdivision. Where part of a street is being dedicated along a common property line, the first dedication shall be one-half of the proposed street right-of-way.

2. Unimproved Perimeter Streets Adjacent to Subdivisions and Development Lots.

- a. The term “unimproved street” shall mean a public thoroughfare without paved curb and gutter which affords access by vehicles and pedestrians to abutting. The term “unimproved street” shall mean a public thoroughfare property.
- b. Upon any land being subdivided or otherwise developed in an area adjacent to existing unimproved streets (excluding State or Federal highways), the developer shall bear half the total cost of paving (up to 18.5 feet width) and installing curb and gutter for all such unimproved perimeter streets adjacent to the area being subdivided or otherwise developed provided, however, that the Planning and Zoning Commission may either waive or postpone this requirement in the manner as set forth below.

1) For the following listed developments, the Planning and Zoning Commission may waive the required improvements of an unimproved street by the developer after considering such factors as (1) the extent of existing and anticipated development in the area; (2) the amount of anticipated vehicular and pedestrian traffic; and (3) the current condition of the unimproved streets under consideration:

- a) Single family development not exceeding three (3) acres in size or three (3) lots.
- b) Industrial, Commercial, or Multi-Family development not exceeding three (3) acres in size.

2) In all developments, the Planning and Zoning Commission may postpone the required improvements of an unimproved street by the developer should it be determined that such improvements are not feasible or desirable at the time of development. If such improvements are postponed, the developer shall either:

- a) Post an approved performance bond acceptable to the City for one and one-half the current estimated cost of construction and enter into a written agreement with the City obligating the developer to pay for such costs.
- b) Place his pro-rata share (half the total cost of paving and installing curb and gutter for the unimproved street) in an escrow account with a Bell County bank acceptable to the City and enter into a written agreement obligating the developer to pay such pro-rata share. Said interest from such an escrow account shall be made payable to the City to offset inflationary costs of construction. If the funds are not used within none (9) years, the City shall hold a public hearing to show clear intent to improve the road within one year; if no such intent is shown, the funds and interest will be returned.

3) Any developer who builds one half the street and desires to provide ultimate drainage facilities for the whole street will be able to collect up to one-half of the cost of the drainage improvements when adjacent properties develop by signing an appropriate pro-rata agreement with the City of Belton.

Toll Bridge Road functions as a collector street and requires a total of 60 feet of ROW. Toll Bridge Road ROW ranges from 40 to 48 feet in width adjacent to this proposed subdivision. We recommend a ROW dedication of 30 feet from the center of the ROW, which will result in a ROW dedication of approximately 2 feet on the north side, 10 feet in the middle, and 4 feet on the south side from this property.

Toll Bridge Road is currently a rural street section with open drainage and no curb and gutter, essentially an unimproved street, based on our Subdivision Ordinance. Toll Bridge Road is functioning as a collector roadway parallel to Interstate 35 with only an 18' asphalt pavement width. According to the Subdivision Ordinance, the developer is required to contribute the total cost of paving and installing curb and gutter and sidewalk for the portion of Toll Bridge Road adjacent to this property for a distance of 18.5' from the center line. Originally, the applicant's engineer submitted a letter requesting a variance to the perimeter street improvement requirements, and stated that no access will be provided from this development to Toll Bridge Road. The perimeter street improvements to Toll Bridge Road are necessary to develop this property adequately and provide circulation for this development without causing a burden on adjacent properties or the public. The applicant's engineer has submitted a perimeter street cost estimate for the property frontage of 800 linear feet along Toll Bridge Road that identifies a cost of \$187,073.95. Staff previously recommended eliminating the sidewalk and curb and gutter in effort to reduce the cost burden on the applicant. The alternative cost estimate without sidewalks and curb and gutter is \$119,960. In the previous consideration, we recommended the applicant upgrade the street as recommended or contribute funding for the alternate perimeter street improvement requirements. If the developer does not contribute to perimeter street improvements, the cost to widen this roadway will fall to the taxpayers in the future. See attached estimates from Turley Associates.

Discussion

The intent of the perimeter street improvement requirement is to achieve reconstruction and widening of a street, adjacent to developing property, in accordance with Belton's construction standards. A developer is responsible for his one-half street, 18.5' of a 37' street width and one side of curb and gutter and sidewalk. Theoretically, if done as development occurs on both sides of a developing street, a newly constructed street, 37' in width, would be the result. Toll Bridge Road is built as a County road section street, and is 18' in width. There is borrow ditch drainage and no curb and gutter so it is considered "unimproved" by the City's Subdivision Ordinance and requires reconstruction and widening in conjunction with platting.

The applicant sought alternatives to reduce the cost further, and several were discussed, but none was agreed to during the previous consideration of this plat:

1. Escrowing the \$119,960 for future construction by the City.
2. Providing a 2" overlay for existing Toll Bridge Road from Shanklin to the Toll Bridge Road bridge, a distance of 3,000'.
3. Reconstructing the required 18.5' pavement, excluding the curb and gutter and sidewalk.

With no final developer proposal for meeting perimeter street improvement requirement during the last consideration, the plat was disapproved by P&ZC and City Council.

The Developer's Proposal is reflected by the attached exhibit provided by Jennifer Ryken, Turley Associates. While it would extend the road a total 9.5' to achieve an 18.5' section from the center line of Toll Bridge Road, the proposed construction does not meet the City requirements for reconstruction. See summary below.

- Developer Street Proposal (See Exhibit)
 - Center cut street
 - 8" compacted subgrade on the new section (9.5') (Assumes subgrade means "City approved")
 - 2" HMAC (asphalt) overlay on entire 18.5' (Assumes 2" HMAC on existing 9')
 - Achieves a maintenance extension only
- City Recommended Alternative 1 (See Exhibit)
 - Center cut street
 - Remove 9" of existing pavement and set grade on new 9.5' extension
 - Add crushed limestone base material per City approved specs over entire 18.5' section (new and existing)
 - Add 2" HMAC asphalt overlay on entire 18.5' section
- City Recommended Alternative 2 (See Exhibit)
 - Center cut street
 - Mill 9" of existing pavement, compact and roll existing base/subgrade
 - Replace with a total 9" of HMAC (7" TYPE "B" and 2" TYPE C)

Either Alternative 1 or 2 above would be acceptable to the City because either satisfies the intent of the Subdivision Ordinance to reconstruct and widen the Toll Bridge Road pavement. The developer's proposal does not achieve that, providing only a maintenance treatment.

In summary, the applicant has agreed to extend the waterline in accordance with City policy, but has requested a variance to the extension of sewer which we support, with connection to each RV site. A variance would also be needed in relation to the perimeter street improvement requirements to serve this property, based on the Developer's Proposal.

Recommendation

Recommend approval of preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road, subject to these four essential conditions:

1. Provision of the 14" water line as discussed above with reimbursement by the City for costs over an 8". Construction Plans are required.
2. Approval of a variance for the extension of sanitary sewer service, given the 1,000' distance to proposed sewer, conditioned on providing connection to each RV site for future connection to sewer.
3. ROW dedication to achieve 30' from the center of the current ROW.
4. Provision of a suitable perimeter street improvement section, as recommended by the Director of Public Works, either Alternative 1 or 2 above.

We do not support the Developer's Street Proposal, which would require a variance approved by P&ZC and City Council.

Attachments

1. P&ZC Minutes from 09/19/17
2. City Council Minutes from 09/26/17
3. Preliminary Plat Application
4. Preliminary Plat
5. Location Map
6. Variance Letter
7. Utility and Street Cost Estimate
8. Letter from Bell County Sanitarian on Proposed Septic Tanks
9. Developer's Street Proposal
10. City Street Proposal Alternatives 1 and 2

City of Belton
Request for Subdivision Plat
to the City Council and the
Planning and Zoning Commission

Application is hereby made to the City Council for the following:

- ☒ Preliminary Subdivision
- ☐ Final Subdivision
- ☐ Administrative Plat
- ☐ Replat
- ☐ ETJ
- ☐ City Limits

Fees due \$ \$370.00

Date Received 16th JAN. Date Due: 16th JAN. (All plans are to be returned to the Planning Department by the 15th day of the month ahead of the next month's P&Z meeting.)

Applicant: Heart of Texas RV Resort Phone: 682/809-6473
Mailing Address: 16 VERBINA MORGANS POINT - BELTON TX.
Email Address: CLASSIC COACH 45 @ YAHOO.COM

Owner: JERRY & RONNIE FISHER Phone: 682/809-6473
Mailing Address: 5901 W. NORTHVIEW AVE GRANDPRAIRIE IL 60130
Email Address: CLASSIC COACH 45 @ YAHOO.COM

Current Description of Property:

Lot: _____ Block: _____ Subdivision: _____
Acres: 12 Survey: F. Madrigal
Abstract #: 554 Street Address: Toll Bridge Road
Frontage in Feet: 668.37 Depth in Feet: 710.62

Does Zoning comply with proposed use? _____ Current Zoning: _____

Name of proposed subdivision: _____

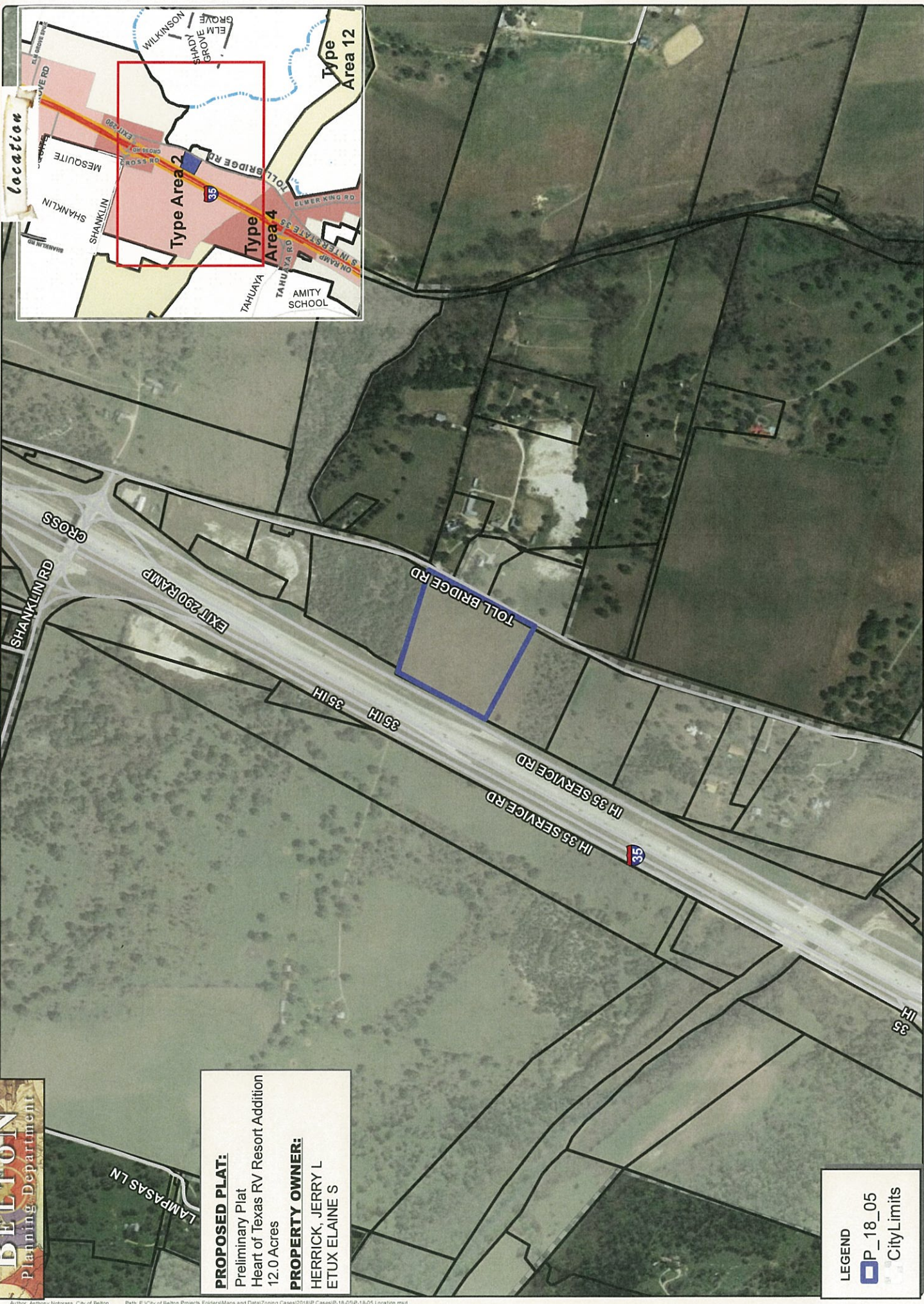
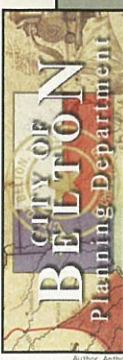
Number of Lots: _____ Fee: \$ _____

Signature of Applicant: [Signature] Date: 01-16-18

Signature of Owner: [Signature] Date: 1-25-18

Prop ID # 99276

P-18-05 LOCATION - HEART OF TEXAS RV RESORT ADDITION



PROPOSED PLAT:
 Preliminary Plat
 Heart of Texas RV Resort Addition
 12.0 Acres

PROPERTY OWNER:
 HERRICK, JERRY L
 ETUX ELAINE S

LEGEND
 P_18_05
 City Limits

Map Date: 2/9/2018 Aerial Imagery Date: 2017

0 2,125 4,250 8,500 Feet

Maps and data 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 boundaries. No warranty is made by the City of Belton regarding specific accuracy or completeness.

P-18-05 - HEART OF TEXAS RV RESORT ADDITION

Proposed Heart of Texas RV Resort Addition


PROPOSED PLAT:

Preliminary Plat
Heart of Texas RV Resort Addition
12.0 Acres

PROPERTY OWNER:

HERRICK, JERRY L
ETUX ELAINE S

Legend

 P_18_05



0 150 300 600 Feet

Map Date: 2/9/2018 Aerial Imagery Date: 2017

Maps and data 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. No warranty is made by the City of Belton regarding specific accuracy or completeness.





TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

December 19, 2017

Sam Listi, City Manager
City of Belton
333 Water Street
Belton Texas 76513

RE: Heart of Texas RV Resort

Dear Mr. Listi,

On behalf of our client, Turley Associates, Inc. respectfully requests that the Planning and Zoning Commission and City Council consider the Heart of Texas RV Resort plat with the following conditions:

The developer agrees to install a 14" waterline to and through his property in conjunction with a developer's agreement with the City of Belton for the upsizing.

The developer will develop the site with a septic system and when sanitary sewer is available to serve the property, will connect to it.

The developer agrees to strip 2" of asphalt off of the half of Toll Bridge Road adjacent to the subject property and place base material to widen the existing section to 18.5' width. The developer's contractor will then asphalt the new section with 2" of asphalt.

Attached with this letter, please find a copy of the plat and utility plan. If you have any questions or care to discuss further, please do not hesitate to call.

Sincerely,
TURLEY ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Victor D. Turley". The signature is written in a cursive style with a long, sweeping underline that extends below the text.

Victor D. Turley, P.E., R.P.L.S.
President



TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

September 11, 2017

Engineer's Opinion of Probable Cost for: PERIMETER STREET COSTS FOR TOLLBRIDGE ROAD (18.5' WIDTH OR 1/2 OF COLLECTOR)

Item	Description	Quantity	Units	Unit Cost	Item Cost
A.	ROADWAY				
(1)	24" Standard Curb and Gutter	810	L.F.	\$11.50	\$9,315.00
(2)	6' Sidewalk	810	L.F.	\$35.00	\$28,350.00
(3)	10" Crushed Limestone Base	1940	S.Y.	\$12.00	\$23,280.00
(4)	2" HMAC Asphalt	1490	S.Y.	\$14.00	\$20,860.00
(5)	Unclassified Roadway Excavation	1840	C.Y.	\$20.00	\$36,800.00
(6)	Remove and Dispose of Trees/Brush	1	LUMP SUM	\$3,500.00	\$3,500.00
(7)	Mobilization	1	LUMP SUM	\$6,000.00	\$6,000.00
(8)	Ditch & Slope Grading	700	C.F.	\$5.00	\$3,500.00
(9)	Seed Right-of-Way	1	LUMP SUM	\$8,200.00	\$8,200.00
(10)	Silt Fence	800	L.F.	\$3.00	\$2,400.00
(11)	SWPPP & Erosion Control	1	LUMP SUM	\$7,500.00	\$7,500.00
(12)	Traffic Control Plan and Implementation	1	LUMP SUM	\$7,500.00	\$7,500.00
	SUB-TOTAL ROADWAY				\$157,205.00

SUMMARY

A.	ROADWAY IMPROVEMENTS	\$157,205.00
B.	ENGINEERING SERVICES	\$18,864.60
C.	CONSTRUCTION SERVICES	\$11,004.35
	SUB-TOTAL	\$187,073.95

Engineer's Opinion of Probable Cost for: ALTERNATE PERIMETER STREET COSTS FOR TOLLBRIDGE ROAD (18.5' WIDTH OR 1/2 OF COLLECTOR)

Item	Description	Quantity	Units	Unit Cost	Item Cost
A.	ROADWAY				
(1)	10" Crushed Limestone Base	1890	S.Y.	\$12.00	\$22,680.00
(2)	2" HMAC Asphalt	1620	S.Y.	\$14.00	\$22,680.00
(3)	Unclassified Roadway Excavation	1800	C.Y.	\$20.00	\$36,000.00
(4)	Remove and Dispose of Trees/Brush	1	LUMP SUM	\$3,500.00	\$3,500.00
(5)	Mobilization	1	LUMP SUM	\$6,000.00	\$6,000.00
(6)	Ditch & Slope Grading	700	C.F.	\$5.00	\$3,500.00
(7)	Seed Right-of-Way	1	LUMP SUM	\$8,200.00	\$8,200.00
(8)	Silt Fence	800	L.F.	\$3.00	\$2,400.00
(9)	SWPPP & Erosion Control	1	LUMP SUM	\$7,500.00	\$7,500.00
(10)	Traffic Control Plan and Implementation	1	LUMP SUM	\$7,500.00	\$7,500.00
	SUB-TOTAL ROADWAY				\$119,960.00

SUMMARY

A.	ROADWAY IMPROVEMENTS	\$119,960.00
B.	ENGINEERING SERVICES	\$14,395.20
C.	CONSTRUCTION SERVICES	\$8,397.20
	SUB-TOTAL	\$142,752.40

**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

September 11, 2017

Engineer's Opinion of Probable Cost for:
HEART OF TEXAS RV RESORT ADDITION WATERLINE EXTENSION
8" WATERLINE

Item Description	Quantity	Units	Unit Cost	Item Cost
A. WATERLINE				
(1) 8" GL 150/C900 PVC Waterline	945	L.F.	\$50.00	\$47,250.00
(2) Silt Fence	945	L.F.	\$3.00	\$2,835.00
(3) Trench Safety	945	L.F.	\$2.50	\$2,362.50
(4) 8" x 6" Reducer	1	EACH	\$1,000.00	\$1,000.00
(5) 14" x 8" Reducer	1	EACH	\$1,400.00	\$1,400.00
(6) Remove and Salvage 14" Gate Valve	1	EACH	\$1,400.00	\$1,400.00
(7) Install Salvaged 14" Gate Valve	1	EACH	\$1,500.00	\$1,500.00
(8) Remove and Salvage Fire Hydrant	1	EACH	\$1,800.00	\$1,800.00
(9) Install Salvaged Fire Hydrant Assembly	1	EACH	\$1,900.00	\$1,900.00
(10) Fire Hydrant Assemblies	3	EACH	\$4,500.00	\$13,500.00
(11) 8" x 8" Tee w/ Blocking	1	EACH	\$750.00	\$750.00
(12) 8" Flush Assembly	1	EACH	\$3,500.00	\$3,500.00
(13) Mobilization	1	EACH	\$5,400.00	\$5,400.00
(14) 8" Gate Valve	1	EACH	\$2,000.00	\$2,000.00
(15) Connection	1	LUMP SUM	\$4,300.00	\$4,300.00
(16) Traffic Control Plan and Implementation	1	LUMP SUM	\$6,000.00	\$6,000.00
(17) Remove and Dispose of Trees/Brush	1	LUMP SUM	\$3,500.00	\$3,500.00
(18) SWPPP	1	LUMP SUM	\$1,200.00	\$1,200.00
(19) Seeding	1	LUMP SUM	\$11,600.00	\$11,600.00
SUB-TOTAL WATERLINE				\$113,197.50

SUMMARY

A. WATERLINE IMPROVEMENTS	\$113,197.50
B. ENGINEERING SERVICES	\$13,583.70
C. CONSTRUCTION SERVICES	\$7,923.83
SUB-TOTAL	\$134,705.03

**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

September 11, 2017

Engineer's Opinion of Probable Cost for:
HEART OF TEXAS RV RESORT ADDITION WATERLINE EXTENSION
14" WATERLINE ALTERNATE

Item Description	Quantity	Units	Unit Cost	Item Cost
A. WATERLINE				
(1) 14" CL 150/C900 PVC Waterline	945	L.F.	\$76.00	\$71,820.00
(2) Silt Fence	945	L.F.	\$3.00	\$2,835.00
(3) Trench Safety	945	L.F.	\$2.50	\$2,362.50
(4) 14" x 6" Reducer	1	EACH	\$1,200.00	\$1,200.00
(5) Remove and Salvage 14" Gate Valve	1	EACH	\$1,400.00	\$1,400.00
(6) Install Salvaged 14" Gate Valve	1	EACH	\$1,500.00	\$1,500.00
(7) Remove and Salvage Fire Hydrant	1	EACH	\$1,800.00	\$1,800.00
(8) Install Salvaged Fire Hydrant Assembly	1	EACH	\$1,900.00	\$1,900.00
(9) Fire Hydrant Assemblies	3	EACH	\$5,400.00	\$16,200.00
(10) 14" x 14" Tee w/ Blocking	1	EACH	\$1,500.00	\$1,500.00
(11) 14" Flush Assembly	1	EACH	\$4,000.00	\$4,000.00
(12) Mobilization	1	EACH	\$5,400.00	\$5,400.00
(13) 14" Gate Valve	1	EACH	\$6,100.00	\$6,100.00
(14) Connection	1	LUMP SUM	\$4,300.00	\$4,300.00
(15) Traffic Control Plan and Implementation	1	LUMP SUM	\$6,000.00	\$6,000.00
(16) Remove and Dispose of Trees/Brush	1	LUMP SUM	\$3,500.00	\$3,500.00
(17) SWPPP	1	LUMP SUM	\$1,200.00	\$1,200.00
(18) Seeding	1	LUMP SUM	\$11,600.00	\$11,600.00
SUB-TOTAL WATERLINE				\$144,617.50

SUMMARY

A. WATERLINE IMPROVEMENTS	\$144,617.50
B. ENGINEERING SERVICES	\$17,354.10
C. CONSTRUCTION SERVICES	\$10,123.23
SUB-TOTAL	\$172,094.83

**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

September 11, 2017

Engineer's Opinion of Probable Cost for:
HEART OF TEXAS RV RESORT ADDITION SEWER LINE EXTENSION
8" SEWER LINE

Item	Description	Quantity	Units	Unit Cost	Item Cost
A.	SEWER LINE				
(1)	4' Diameter Manhole	4	EACH	\$4,800.00	\$19,200.00
(2)	8" SDR 26 Sewerline	1,800	L.F.	\$65.00	\$117,000.00
(3)	Concrete Encasement	100	L.F.	\$125.00	\$12,500.00
(4)	Tap into Lift Station	1	LUMP SUM	\$2,500.00	\$2,500.00
(5)	Silt Fence	1,800	L.F.	\$3.00	\$5,400.00
(6)	SWPPP	1	LUMP SUM	\$1,200.00	\$1,200.00
(7)	Mobilization	1	LUMP SUM	\$5,400.00	\$5,400.00
(8)	Remove and Dispose of Existing Asphalt	2,000	S.Y.	\$3.00	\$6,000.00
(9)	Roadway Grading and Reconstruction	2,000	S.Y.	\$25.00	\$50,000.00
(10)	Remove and Dispose of Trees/Brush	1	LUMP SUM	\$3,500.00	\$3,500.00
(11)	Seeding	1	LUMP SUM	\$16,300.00	\$16,300.00
(12)	Traffic Control Plan and Implementation	1	LUMP SUM	\$5,000.00	\$5,000.00
(13)	Trench Safety	1,800	L.F.	\$3.00	\$5,400.00
	SUB-TOTAL SEWER LINE				\$249,400.00

SUMMARY

A.	SEWER LINE IMPROVEMENTS	\$249,400.00
B.	ENGINEERING SERVICES	\$29,928.00
C.	CONSTRUCTION SERVICES	\$17,458.00
	SUB-TOTAL	\$296,786.00

**TURLEY ASSOCIATES, INC.**301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 FAX • (254) 773-3998

September 11, 2017

Engineer's Opinion of Probable Cost for:
HEART OF TEXAS RV RESORT ADDITION SEWER LINE EXTENSION
12" ALTERNATE SEWER LINE

Item Description	Quantity	Units	Unit Cost	Item Cost
A. SEWER LINE				
(1) 4' Diameter Manhole	4	EACH	\$4,800.00	\$19,200.00
(2) 12" SDR 26 Sewerline	1,800	L.F.	\$78.00	\$140,400.00
(3) Concrete Encasement	100	L.F.	\$125.00	\$12,500.00
(4) Tap into Lift Station	1	LUMP SUM	\$3,500.00	\$3,500.00
(5) Silt Fence	1,800	L.F.	\$3.00	\$5,400.00
(6) SWPPP	1	LUMP SUM	\$1,200.00	\$1,200.00
(7) Mobilization	1	LUMP SUM	\$6,500.00	\$6,500.00
(8) Remove and Dispose of Existing Asphalt	2,000	S.Y.	\$3.00	\$6,000.00
(9) Roadway Grading and Reconstruction	2,000	S.Y.	\$25.00	\$50,000.00
(10) Remove and Dispose of Trees/Brush	1	LUMP SUM	\$3,500.00	\$3,500.00
(11) Seeding	1	LUMP SUM	\$16,300.00	\$16,300.00
(12) Traffic Control Plan and Implementation	1	LUMP SUM	\$5,000.00	\$5,000.00
(13) Trench Safety	1,800	L.F.	\$3.00	\$5,400.00
SUB-TOTAL SEWER LINE				\$274,900.00

SUMMARY

A. SEWER LINE IMPROVEMENTS	\$274,900.00
B. ENGINEERING SERVICES	\$32,988.00
C. CONSTRUCTION SERVICES	\$19,243.00
SUB-TOTAL	\$327,131.00



BELL COUNTY PUBLIC HEALTH DISTRICT

July 12, 2017

Jerry & Bonnie Fischer
5901 W Northview Avenue
Glendale, Arizona 85301

RE: Site Evaluation – Heart of Texas RV Resort

This department makes the following report concerning the proposed Heart of Texas RV Resort. This RV resort is located on IH 35 and Tollbridge Road in Belton, TX. This RV resort will consist of a 12.00 acre lot. The soil in this subdivision is Crawford. The Crawford series consists of moderately deep, nearly level to gently sloping, clayey soils on smooth uplands.

System Type: Suitability for standard systems will be determined by a qualified site evaluator at time RV location is determined. Some sites have Class IV clay soils. These sites are suitable for a Low Pressure Dose System (LPD) or Aerobic Treatment with spray disposal. All systems will require professional designs.

This site appears to be suitable for a Commercial Recreational Vehicle (RV) Park. The maximum number of RV spaces will be determined by park layout, soil type, rock, groundwater and applicable setbacks. These setbacks to property lines, drainage easements, utilities, surface improvements will be included as part of future planning material necessary to obtain a permit to install an on-site sewage facility. The estimated flow from each RV space will be a minimum of 50 gallons per day.

This site will be served by the City of Belton Water System. This system is monitored by the Texas Commission on Environmental Quality (TCEQ) assisted by this department as necessary. This system currently meets the bacteriological, chemical and water quantity required by the state. Any plans for additions to this water system should be submitted to the Texas Water Utilities Commission and the Texas Department of Health.

If more information is needed or if this department can be of any further service to you, please contact Michael Jahns, R.S. in our Temple office at (254) 778-7557.

Sincerely,

MICHAEL JAHNS, R.S.
Environmental Health Director

TEMPLE OFFICE (254) 778-4766
TEMPLE FAX (254) 778-2912
509 SOUTH 9TH ST.
TEMPLE, TEXAS 76504

KILLEEN OFFICE (254) 526-8371
KILLEEN FAX (254) 526-5343
ENVIRONMENTAL HEALTH (254) 526-3197
FAX (254) 526-3317
309 NORTH 2ND ST. • KILLEEN, TX 76540

FOOD PROTECTION (254) 771-2106
ENVIRONMENTAL HEALTH (254) 778-7557
FAX (254) 778-8251
410 COTTINGHAM ST.
TEMPLE, TX 76504

Minutes of the meeting of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, February 20, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Dave Covington, Lewis Simms, Stephanie O'Banion and David Fuller. The following member was absent: Rae Schmuck. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Planner Kelly Trietsch, Director of IT Chris Brown, Director of Public Works Angellia Points, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

7. P-18-05 Consider a preliminary plat of the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road in the city limits of Belton.

Ms. Maxwell presented the staff report. (Exhibit D)

Chair Baggerly said he understood the applicants came to an agreement just today on the street option. The applicant, Mr. Jerry Fisher, said they had come to an agreement. When he spoke to Mr. Listi originally, he had thought there was no reason to remove the base that is already there on Toll Bridge Road, and that they would just add new asphalt and add base at the end of the road. Ms. Points advised she recommends the base be removed, he said, even on the existing road, to get an even compacted street across so we agreed to that. Chair Baggerly said it looks like we have covered a lot of the issues. We have, Mr. Fisher said, we have come a long way.

Mr. Jarratt made a motion to approve P-18-05, a preliminary plat of the Heart of Texas RV Resort Addition, as recommended by staff, including provision of 14" water line with city reimbursement for costs over 8" line, provision of perimeter street improvement section per City Recommended Option 1, ROW dedication to achieve 30' from center of current ROW, and variance for extension of sanitary sewer conditioned on providing connection to each RV site for future sewer connection; motion was seconded by Mr. Simms. The motion passed unanimously with 8 ayes, 0 nays.

With no further business, the meeting was adjourned at 6:52 P.M.

Chair, Planning and Zoning Commission

Staff Report – Planning & Zoning Item



Date: September 19, 2017
Case No.: P-17-19
Request: Preliminary Plat
Applicant: Jerry Fisher/Turley and Associates

Agenda Item

P-17-19 Consider a preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road.

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

This is a 1-lot subdivision proposed for a Recreational Vehicle (RV) park.

Project Analysis and Discussion

This is a 1-lot subdivision plat proposed as the Heart of Texas RV Resort Addition. This property is zoned Planned Development Commercial Highway Zoning District for a Recreational Vehicle (RV) park, approved on May 9, 2017. This property is directly adjacent to both IH-35 (west) and Toll Bridge Road (east). The Commercial Highway Zoning District requires a minimum lot area of 7,200 square feet and a minimum lot width of 60 feet. The proposed lot complies with the Commercial Highway Zoning District area requirements in all respects.

The principal issues associated with this plat involve subdivision ordinance requirements for orderly extension of public improvements – water, sewer, and streets.

The applicant's engineer, Victor Turley, submitted a cost estimate for a waterline extension, sewer line extension, and perimeter street improvements for Toll Bridge Road. According to Section 23-38, Extension of Utility Mains, of the Code of Ordinances:

- a. If the existing utilities are inadequate to properly serve proposed development, it will be the responsibility of the developer to extend water and sewer mains of the minimum size required or defined as necessary to serve the development. The city may at its discretion participate in up to fifty (50) percent of the cost of off-site extension where it is deemed beneficial to existing development.
- b. If the city determines that oversizing of mains is necessary to achieve overall system goals or needs, the city shall pay for the cost of oversizing. Nothing herein shall be construed to obligate the city to participate.

- c. If the development site is not served by existing utilities, it shall be the responsibility of the developer to construct the offsite extensions as well as the onsite. Size shall be that necessary to properly serve the development consistent with the overall utility system.
- d. The city at its discretion may require oversizing and will pay for oversizing. The city may at its discretion participate for up to fifty (50) percent of the offsite extension cost. If the city participates, the developer shall not be entitled to recover any pro rata charges from any subsequent connections to the utility. If the city does not participate, the developer shall be allowed to recover pro rata charges from subsequent connections to the extension in accordance with the city's cost recovery policy.

There is a 14" waterline that stubs out onto this property. According to the City's water and wastewater extension policy, the developer is required to extend the utilities to and through their property. The applicant has agreed to extend a 14" waterline from the existing 14" waterline stub-out just south of his property along IH-35 to his northern property boundary. An 8" waterline is required to serve this property. In order to facilitate future connections, we will recommend a development agreement to the City Council proposing to utilize City funds, to oversize the waterline from an 8" to a 14". According to the cost estimate completed by the applicant's engineer, the cost difference between an 8" and 14" waterline is \$37,390.

The City's IH-35 sewer line extension project is proposed to extend a 12" sewer line approximately 1,000 linear feet away from the northern property line. City staff are recommending the developer extend an 8" sewer line to serve this proposed development and the City would fund the cost to oversize the sewer line to from an 8" to a 14". The applicant's engineer submitted a letter requesting a variance to the sewer extension requirements. The variance is based on Section 19-79 - Sanitary Waste, of the Code of Ordinances, which states the following:

- a. Any RV park boundary line located within two hundred (200) feet of a sanitary sewer main will be required to tap onto the main.
- b. It is recommended, but not mandatory, that each RV site be provided with a sewer connection.
- c. It is mandatory that an acceptable sanitary waste station, approved by the building official, shall be provided for each one hundred (100) RV sites or parts thereof not equipped with individual sewer connections. The sanitary waste station must be connected to the city's sanitary sewer line if distance requirements as set forth in (a) above are in effect.

The applicant is proposing to install an on-site disposal system – septic tank to serve the RV, park and has stated the development will connect into the sewer system when it is constructed adjacent to their property in the future. The Heart of Texas RV Resort is proposed to contain 100 RV sites, and it is staff's judgment that connection to public sanitary sewer is preferable to serve this large development. The proposal to serve this development with a septic tank does not appear to be in the public interest. Since the sewer line will not be constructed within 200 feet of the proposed development, we recommend the applicant escrow the cost to construct an 8" sewer line along his 800' property frontage. According to the cost estimate completed by the applicant's engineer, the cost to extend an 8" sewer line 1,800 linear feet is \$296,786, so 800 linear feet is estimated to be \$131,905. We recommend a development agreement that includes a developer obligation to provide \$131,905 in funding to the City for a future sewer extension along 800' of this property's frontage. The development agreement should also include a provision that requires the developer

to connect into the City's wastewater system within 90 days upon construction of a sewer line adjacent to this property.

Toll Bridge Road functions as a collector street and requires a total of 60 feet of ROW. Toll Bridge Road ROW ranges from 40 to 48 feet in width adjacent to this proposed subdivision. We recommend a ROW dedication of 30 feet from the center of the ROW, which will result in a ROW dedication of approximately 2 feet on the north side, 10 feet in the middle, and 4 feet on the south side.

Toll Bridge Road is a rural street section with open drainage and no curb and gutter. Toll Bridge Road is functioning as a collector roadway parallel to Interstate 35 with only an 18' asphalt pavement width. According to the Subdivision Ordinance, the developer is required to contribute one half the total cost of paving and installing curb and gutter for the portion of Toll Bridge Road adjacent to this property. The applicant's engineer submitted a letter requesting a variance to the perimeter street improvement requirements, and has stated that no access will be provided from this development to Toll Bridge Road. The perimeter street improvements to Toll Bridge Road are necessary to develop this property adequately and provide circulation for this development without causing a burden on adjacent properties or the public. The applicant's engineer has submitted a perimeter street cost estimate for the property frontage of 800 linear feet along Toll Bridge Road that identifies a cost of \$187,073.95. Staff recommends an alternative to eliminate the sidewalk and curb and gutter in effort to reach a compromise and reduce the cost burden on the applicant. The alternative cost estimate without sidewalks and curb and gutter is \$119,960. We recommend the applicant upgrade the street as recommended or contribute funding for the alternate perimeter street improvement requirements. If the developer does not contribute to perimeter street improvements, the cost to widen this roadway will fall to the taxpayers in the future.

In summary, the applicant agrees to extend the waterline in accordance with City policy, but has requested a variance to the perimeter street improvement requirements and extension of the sewer line to serve this property. Proper and timely urban development of this property requires developer participation in all infrastructure elements – water, sewer, and street improvements. Due to the variance requests to provide these important development-related items, we recommend disapproval of the proposed preliminary plat.

Recommendation

Recommend disapproval of preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road.

Attachments

1. Preliminary Plat Application
2. Preliminary Plat
3. Location Map
4. Variance Letter
5. Utility and Street Cost Estimate
6. Letter to the Applicant's Engineer dated September 1, 2017

Minutes of the meeting of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, September 19, 2017

- 5. P-17-19 Consider a preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road.**

Ms. Smith presented the staff report (Exhibit C).

Mr. Victor Turley, 301 North 7th Street, Temple, said he wanted to go back in time because the Commission approved the project on December 20, 2016. He doesn't know if the same Commission members that voted when the zoning was approved for a RV park are still on the Commission. Zoning is totally different from a subdivision plat. We were brought in just recently to prepare this preliminary plat because the owners had offered to do that for the City. All of these fees and utility requirements are covered in the recreational vehicle park section of the ordinance (Code of Ordinances). He read from it to the Commission, including what is needed, a site plan – that was done, he said. The Commission saw this on December 20th. Mr. Turley said the plans are then forwarded to the P&Z Commission for review, which happened. By this ordinance, this gentleman was done. The only thing not private within the RV Park is the waterline, and otherwise everything is part of the RV park ordinance which is specific to what you have to do and how you have to do it. This project has been expanded with this Commercial Highway zoning PD and there is so much difference between a Commercial Highway zoning and an RV park, they're not similar at all in any way. Our part in this project, which just happened recently to plat, but this plat in my opinion is certainly not required. These additional extension fees and so forth; we meet the sewer requirement and there is no sewer because it's planned for fall 2018 so we couldn't connect to it. We're talking \$300,000 to do the sewer for this project, the project for 100 RVs, estimated to be 40 gallons a day. We have 12 acres of land and it is very easy to build this project. The small amount we will produce on 12 acres will be very easy on the septic tank. This project is thought to be out in the rural area – we're in the City and lucky to have the waterline. We can't stand to pay \$500,000 on top of this project. Mr. Turley said he's not seen owners as voracious about a project as the Fishers, as they have been working on this for a year now.

Mr. Jerry Fisher, 16 Verbena Street, Morgan's Point Resort, said he and his wife started this project long before going to the P&ZC. They initially visited with City Manager, Sam Listi and Ms. Smith, and talked about constructing an RV park, a nice RV park in Belton. The RV Park will have sites 30 feet wide and 70 feet wide for big rigs coming through. Motorhomes are getting larger and larger and have a 50-amp requirement. If we don't do this project, we have lost a lot of money in preparation of this project and Belton is going to lose a lot of money not approving it. It's not feasible for us to spend \$400,000 to make the sewer work. We're just a husband and wife team, we're not Trump. We would ask for the Commission to approve this plat so we can move on. Ms. Bonnie Fisher said they're from here and would like to move back home. Mr. Fisher said he has a sign that says never quit because you never know how close you are to success.

Chair Baggerly asked Ms. Smith about the Zoning Ordinance. Ms. Smith said the City does not have a zoning for a recreational vehicle park within the Zoning Ordinance. Since this property is located along I-35, it's designated for commercial development. The opportunity for a zoning change request

was a Planned Development for an RV park with Commercial Highway as the base zoning district. There are no issues with the zoning that Ms. Smith is aware of.

Mr. Pamplin asked about the curb and gutter on Tollbridge Road. Ms. Smith said it's a very narrow, collector roadway parallel to I-35. According to our Zoning Ordinance, creation of a building site requires a subdivision plat, so that's why this property is subject to platting. What comes with platting requirements are road and street improvement requirements, waterline and sewer line extensions. Tollbridge Road is an unimproved roadway without curb and gutter and open drainage. The Subdivision Ordinance requires the developer to construct 18.5 feet of pavement, including curb and gutter and a sidewalk for this roadway. Since Toll Bridge Road is a rural roadway without curb and gutter and sidewalks close by, we were cognizant of the applicant's cost and are recommending an alternative that is less costly and removes the requirements for curb and gutter and sidewalk installation. We recommend the applicant either provide the funding or construct perimeter street improvements for Tollbridge Road, which eliminates the requirement for curb and gutter and sidewalk, but would significantly widen and improve that roadway for adequate traffic circulation.

Mr. Covington said currently Toll Bridge Road has 18 feet of pavement. How much is required? Ms. Smith said 37 feet for a collector street. The perimeter street improvement requirements state the developer shall construct 18.5 feet, half of the roadway width, which includes curb and gutter; therefore, eliminating the curb and gutter removes 2 feet from that requirement. Ms. Smith said staff is recommending 16.5 feet of pavement to comply with the perimeter street improvement requirements. The City Engineer recommended to start at the center line of the road and reconstruct and add 16.5 feet that way. The road is in very poor condition. We feel the second entrance is needed with 100 RV park sites proposed. The perimeter street improvement requirements are required whether there is an entrance or not.

Mr. Pamplin asked about an entrance on Tollbridge Road. Ms. Smith said when the zoning change request was proposed to the P&ZC and Council, a second entrance onto Toll Bridge Road was proposed on the site plan. The applicant's engineers sent in a variance letter requesting a variance to the perimeter street improvement requirements and they would not provide an entrance. Chair Baggerly asked about the requirements for a second entrance. Ms. Smith said she would have to refer to the Fire Marshal in regard to Fire Code requirements. The Subdivision Ordinance states that subdivisions with more than 50 lots must provide two entrances. There are not separate lots within this development, but the proposal is to build 100 RV sites.

Mr. Fuller asked about the frontage along I-35 and the distance of the property from one end to the other? Mr. Turley said it's close to 750 feet, south to north. Mr. Fuller said if two entrances were put in along I-35, isn't 450 feet from one entrance to the next acceptable? The original layout shows one entrance on the front, and there was discussion of not coming out Tollbridge Road, so would there be an option to put two entrances along the I-35 frontage? Ms. Smith said that is a TxDOT decision, we can't speak for them. The issue with that is that all of the traffic is still dispersing onto one roadway. Mr. Fuller said he believed the rule is 450 feet. Ms. Smith said she knows it depends on the speed limit as well, but yes there is a distance requirement between driveway entrances. Ms. Smith said she still feels Tollbridge is a better alternative. Also, perimeter street improvements are not required based on whether there is driveway off that road or not. Perimeter street improvements are required when a property has frontage adjacent to an unimproved street. Mr. Fuller asked about the width of the bridge getting closer to Shanklin Road? Mr. Fisher said it's 12 feet. Mr. Fuller said coming out of Tollbridge Road he guessed you would go the other way, but there's some limitation there because of that bridge. Mr. Fuller said in his opinion two entrances on I-35 frontage could work based on the speed limit and the ability to have 450 feet between the two entrances.

Mr. Covington said he was appointed to the Commission in July, so he doesn't have the history. He asked Ms. Smith if the project that was approved on December 20, 2016, was in opposition to the staff's recommendation, or something spurred by the Commission? Ms. Smith said platting requirements and zoning requirements are different. Ms. Smith said they did have a favorable recommendation for this zoning change request in December. After that meeting, staff met with the applicant to discuss the platting requirements and that's when the applicant expressed they would extend the waterline, but they would not like to have sewer extension requirements or perimeter street improvement requirements. Based on the applicant's proposal to not extend sewer and not complete the perimeter street improvement requirements, staff recommended disapproval of the zoning change at the May 9th Council meeting and the zoning change request was approved by the Council.

Mr. Turley read from Chapter 19 of the Code of Ordinances. Mr. Turley stated the ordinance is clear, this development does not require a subdivision plat and is not required to meet the Subdivision Ordinance requirements. The ordinance is very specific and addresses every item we've been talking about. Mr. Turley said while he wasn't here early on in the project, this ordinance allows this facility to be built where it's zoned and it is zoned for a Recreational Vehicle Park. He said he didn't think Ms. Smith had information that was sent to her about perimeter street fees. Ms. Smith said it was sent about another project and wasn't relative to that project. Mr. Turley said yes, it was about a different project, but the Texas Supreme Court ruled in 2004 regarding the City of Flower Mound which was pretty much making the developers in Flower Mound build roadways adjacent to their property and the ruling of the Supreme Court was that developer was responsible for the amount of traffic that you put on that property, so in this case no traffic will be put on this roadway. Mr. Turley said this has been addressed by the Texas Supreme Court, just FYI. Mr. Covington asked him what he was reading from? Mr. Turley said the City of Belton's ordinance. Ms. Smith said it's the Code of Ordinances. Mr. Turley said this is the RV Park ordinance, the ordinance we have all referred to over the last year, so I think we need to follow the ordinance. Ms. Smith said that ordinance does provide a guide for RV Parks, however there are other factors to consider other than just that ordinance. Ms. Smith said the Code of Ordinances is also very clear that all developments must be served by utilities. Also, the Zoning Ordinance states that creation of a building site requires a plat. The Subdivision Ordinance requirements still apply to this development. Since the zoning change was approved with an entrance at Toll Bridge and I-35, typically if the site plan is revised then that goes before the P&Z Commission and Council once again.

Mr. Covington said the current zoning is Planned Development, Commercial Highway for an RV Park. What bearing does that CH zoning have on this proposal? Ms. Smith said the maximum lot coverage, setbacks, minimum lots size, etc. Mr. Covington asked if the property would need to be rezoned if something other than an RV Park was proposed there? Mr. Smith said yes, because the Planned Development is specifically for the development of an RV Park.

Chair Baggerly said it sounds like we have a difference in opinion between the City and the developer about whether or not this is a subdivision and the platting requirements of a subdivision are required. Mr. Fisher said Mr. Turley prepared a plat, so that was in compliance. We have a letter from the Bell County Health Department approving the septic tank. We're trying to work with the City extend the waterline, which is an expensive component and we request a variance for the sewer line extension and the perimeter street requirements. All the sites will have sewer, cable TV, and internet. We're asking for a variance on those two items (sewer line extension and perimeter street improvements). Mr. Covington said the costs are quite expensive, however I also feel like the requirements in place are not there by accident. I'm torn, I really am. Mr. Covington said he understands the applicant's

position and also understands the future development needs, so he certainly can see both sides of the issue. Mr. Fisher said another thing is that this property is now zoned for an RV Park, and someday someone like Buc-ee's is going to come and build something, so it's going to happen anyway. He said he wants to go ahead and pass this thing to start generating money for the City of Belton. We will pay school taxes and people will come from all over to spend money. There will be winter visitors coming in spending four to five months. On the way in, they will stop; on the way out, they will stop; so it's not only generating revenue for a private entity, but also for the City and that's why Belton incorporated all that land out there.

Mr. Covington said he understands that, but it's also putting a burden on taxpayers if we approve the plat with variances to the sewer line and perimeter street improvements that would typically fall to the developer; is that correct? Ms. Smith said yes. Ms. Fisher said when they started the project 1.5 years ago, they were told the sewer was already going to be there by now and the City hasn't even started building the sewer line extension yet. Mr. Fisher said they said we're going to have to wait another year or more to connect to sewer. They can't even tell us when.

Mr. Pamplin asked if there was a limit on how long people can stay at the park? Mr. Fisher said six months. Mr. Pamplin asked, six months? Ms. Smith said according to the ordinance, the maximum stay is 90 days. Mr. Fisher said he talked to City Manager, Sam Listi about that and he thought that would change because of people who will come and stay here for the winter, so that's supposed to be changed. Mr. Pamplin said, but currently it's 90 days? Ms. Smith said until Council approves an amendment, the requirement is 90 days. Mr. Fisher said this is an RV Park, it has wheels on it; it's not a place where the wheels are off and it will sit there. He had a very large park in Houston. Mr. Fisher said if we don't receive the variances, he's not sure where this property is going to go. We spent a ton of money trying to get this ready, but I can tell you one thing, we won't be paying for the sewer and we won't be paying for the streets, we just can't. We don't have the money. Ms. Fisher said not that we don't want to; we can't.

Chair Baggerly asked if there is an option to table this and maybe visit with the city attorney? Ms. Smith said the Commission has the option to table this item, but City staff have visited with the city attorney multiple times regarding this development and he concurs with staff recommendation. Mr. Pamplin said the discrepancies are that the applicant is not going to budge on what the City staff recommends, then what are we tabling? Mr. Fisher said it's not that we don't want to do it; we would be glad to do it if the funds were there to do it. Mr. Fisher said Mr. Listi asked in a meeting what it would cost install a septic tank? He told Mr. Listi probably \$50,000, and Mr. Listi said the City would prefer the developer's funds be spent on the public sewer line rather than an on-site septic system. Mr. Fisher said if the sewer line was right there, he'd pay that \$50,000. Ms. Fisher said they can't tell us when the sewer line is going to be there or when we can even start on this; so we're at a standstill.

Jerry Herrick, 13480 Blackberry Road, Salado, is the landowner. He said the last time we were at City Council and they were going to vote to change (rezone) the property to allow an RV Park and at that time there was much discussion about the possibility of variances. The Council voted 3-1 in favor of our position. On June 1st, he visited with one of the City Council members and asked him what were his thoughts on the variances, and he told Mr. Herrick that he specifically would vote for these variances because he called Tollbridge Road, a road to nowhere. The Councilmember stated in the meeting that these additional requirements were business killers. There were three things the City was asking for: water, sewer and Tollbridge Road. That is an enormous amount of money they are expecting him to have and supposedly water was going to be there, sewer was going to be there and all this was going to be done. They bit the bullet and said they would pay for the waterline, so there

is movement on their part. They just don't have the money at this time. During his June 1st visit with a Councilmember, he asked Mr. Herrick if he intended to meet with the other City Council members? Mr. Herrick told him he wasn't sure and that he would wait until he gets a little bit closer to that date. The Councilmember asked Mr. Herrick if he would like for him to visit with the other Councilmembers? Mr. Herrick said if we can get past this hurdle, I think we can get this plat approved with these variances. This project is the first one out there. If they build it, other people will come. There's \$3.5 million put into this project and it's going to look good. He thanked the Commission for the opportunity to speak.

Mr. Fuller asked if staff is recommending the applicant upgrade the sewer line to a 12 inch? Ms. Smith said the zoning change was approved by Council with the condition that is subdivision plat is required that addresses the requirements for perimeter street improvements to Toll Bridge Road and waterline and sewer line extensions. Ms. Smith said staff is proposing the applicant provide funding for an 8-inch sewer line adjacent to their property, 800 feet of frontage, with the idea that the City will oversize in the future. The cost for 800' of sewer line is \$131,000, according to the applicant's cost estimate. Mr. Fuller asked if they would install the sewer line and not tie in? Ms. Smith said no, City staff is not recommending the applicant install a sewer line. City staff are recommending the applicant contribute funding in escrow and the City would use those funds in the future for trunk sewer line extensions adjacent to this property. From the City staff's perspective, Ms. Smith described how each property owner is responsible for extending the sewer line to and through their property, so if the line isn't extended by each property owner, this will fall to the City to extend or one property owner will be responsible for a sewer line extension from where it stops to their property. Mr. Fuller said they do need the sewer line and being the first guy is sometimes not fun. If they're starting at one end, do they stub it out? Ms. Smith said they would not recommend they install the sewer line without any connections. City staff recommends the applicant provide the funding recommended in escrow and the City will utilize those funds for a sewer line extension. Mr. Fuller asked about the cost estimate. Ms. Smith said the cost estimate was provided by the applicant's engineer, which includes everything that encompasses installation of a sewer line. Mr. Fuller asked if the sewer line would be on the east or west side of Toll Bridge Road? Ms. Smith said the west side. Mr. Fuller asked if there is not an opportunity to have two entrances off the interstate and omitting the entrance off Toll Bridge Road? Ms. Smith said staff hasn't received a revised site plan to review an alternate driveway location, though she believes the second entrance to Toll Bridge Road is needed to disperse the traffic versus dispersing all traffic to the I-35 frontage road. Mr. Pamplin asked about the maximum stay according to the ordinance? Ms. Smith said it would take Council approval to revise that.

Mr. Pamplin made a motion disapprove P-17-19. Mr. Covington seconded the motion, which was approved with 6 ayes, 1 nay (Fuller).

TYPE AREA 14 DESIGN STANDARDS.

13. **Consider a preliminary plat for the Heart of Texas RV Resort Addition, a 12.0 acre tract of land, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 miles south of Shanklin Road.**

Mayor Pro Tem recused himself from this item and left the room.

Director of Planning Erin Smith said that this is a 1-lot subdivision preliminary plat proposed as the Heart of Texas RV Resort Addition. The property is zoned Planned Development Commercial Highway Zoning District for a Recreational Vehicle (RV) park. This property is directly adjacent to both IH-35 (west) and Toll Bridge Road (east).

Smith explained that the principal issues associated with this plat involve subdivision ordinance requirements for extension of public improvements – water, sewer, and streets. The applicant's engineer, Turley Associates, submitted a cost estimate for a waterline extension, sewer line extension, and perimeter street improvements for Toll Bridge Road.

There is a 14-inch waterline that stubs out onto this property. According to the City's water and wastewater extension policy, the developer is required to extend the utilities to and through their property. The applicant has agreed to extend a 14-inch waterline from the existing 14-inch waterline stub-out just south of his property along IH-35 to his northern property boundary. An 8-inch waterline is required to serve this property. In order to facilitate future connections, Staff will recommend a development agreement to the City Council proposing to utilize City funds, to oversize the waterline from an 8-inch to a 14-inch. According to the cost estimate completed by the applicant's engineer, the cost difference between an 8-inch and 14-inch waterline is \$37,390.

The City's IH-35 sewer line extension project is proposed to extend a 12-inch sewer line approximately 1,000 linear feet away from the northern property line. City staff is recommending the developer extend an 8-inch sewer line to serve this proposed development, and the City would fund the cost to oversize the sewer line to from an 8-inch to a 14-inch. The applicant's engineer submitted a letter requesting a variance to the sewer extension requirements.

Mrs. Smith explained that the applicant is proposing to install an on-site septic tank to serve the RV Park, and has stated the development will connect into the sewer system when it is constructed adjacent to their property in the future. The Heart of Texas RV Resort is proposed to contain 100 RV sites, and it is staff's judgment that connection to public sanitary sewer is preferable to serve this large development. The proposal to serve this development with a septic tank does not appear to be in the public interest. Since the sewer line will not be constructed within 200 feet of the proposed development, Staff recommends that the applicant escrow the cost to

construct an 8-inch sewer line along his 800-foot property frontage. According to the cost estimate completed by the applicant's engineer, the cost to extend an 8-inch sewer line 1,800 linear feet is \$296,786, so 800 linear feet is estimated to be \$131,905. Staff recommends a development agreement that includes a developer obligation to provide \$131,905 in funding to the City for a future sewer extension along 800 feet of this property's frontage. The development agreement should also include a provision that requires the developer to connect into the City's wastewater system within 90 days upon construction of a sewer line adjacent to this property.

Smith said Toll Bridge Road functions as a collector street and requires a total of 60 feet of ROW. Toll Bridge Road ROW ranges from 40 to 48 feet in width adjacent to this proposed subdivision. Staff recommends a ROW dedication of 30 feet from the center of the ROW, which will result in a ROW dedication of approximately two feet on the north side, ten feet in the middle, and four feet on the south side.

Toll Bridge Road is a rural street section with open drainage and no curb and gutter. Toll Bridge Road is functioning as a collector roadway parallel to Interstate 35 with only an 18-foot asphalt pavement width. According to the Subdivision Ordinance, the developer is required to contribute one half the total cost of paving and installing curb and gutter for the portion of Toll Bridge Road adjacent to this property. The applicant's engineer submitted a letter requesting a variance to the perimeter street improvement requirements, and has stated that no access will be provided from this development to Toll Bridge Road. Smith explained that the perimeter street improvements to Toll Bridge Road are necessary to develop this property adequately and provide circulation for this development without causing a burden on adjacent properties or the public. The applicant's engineer has submitted a perimeter street cost estimate for the property frontage of 800 linear feet along Toll Bridge Road that identifies a cost of \$187,073.95. Staff recommends an alternative to eliminate the sidewalk and curb and gutter in effort to reach a compromise, and reduce the cost burden on the applicant. The alternative cost estimate without sidewalks and curb and gutter is \$119,960. Staff recommends the applicant upgrade the street as recommended, or contribute funding for the alternate perimeter street improvement requirements. If the developer does not contribute to perimeter street improvements, the cost to widen this roadway will fall to the taxpayers in the future.

Smith said that due to the variance requests to provide these important development-related items, Staff recommends disapproval of the proposed preliminary plat. She added that this item was presented to the Planning and Zoning Commission on September 19, 2017, and was recommended for disapproval by a vote of 6 to 1.

Councilmember O'Banion asked if the City was not planning the sewer project in the area, would the City still require a developer to escrow money for the sewer line extension. Mrs. Smith said that decision would need to be made on a case-by-case basis. Mr. Leigh added that this is a very dense development. Mr. O'Banion replied

that requiring the money to be escrowed could be cost prohibitive for the development.

Councilmember Holmes asked about the amount of sewage that is estimated to be produced by the development. Mrs. Points said that an 8-inch sewer line will be needed to serve the development. Holmes asked how that would apply to septic systems. Mrs. Points said that several septic tanks or one very large tank would be required, but she pointed out that she does not design many septic tanks and didn't feel it was appropriate for her to comment. The applicant's engineer, Jennifer Ryken, said that the Bell County Health Department has approved septic tanks for use with developments producing up to 5,000 gallons per day.

City Attorney John Messer clarified that the proposed sewer line is being designed and right-of-way is being acquired. However, it is not under construction, and it has not yet been bid. He said regardless of what happens with this item, final action has not been taken on the construction of the sewer line in the area.

Mayor Grayson asked about the perimeter street improvements along Toll Bridge Road. She said that the applicant does not intend to use Toll Bridge Road as an access point. Mrs. Smith stated that the perimeter street improvements would be required regardless of the access points. She added that given the amount of traffic that will be going into and out of this development, she does not recommend eliminating the access along Toll Bridge Road. Councilmember Holmes added that the City has concerns about emergency access to the site as well.

Councilmember O'Banion asked if the perimeter street improvements would be an escrow item as well. Mrs. Smith said that the funds could be put in escrow, or the developer could improve their portion of the road along with development of the property. He then asked to see the proposed sewer line extension on a map. Mr. O'Banion expressed concern that the City is requesting the developer to escrow money for a sewer line that may not be built. City Attorney Messer said that a development agreement could include a clause that the funds could be refunded in the event that the sewer line is not built.

Councilmember Leigh said that this is a high density development that really needs to be on sewer. He added that it is a lower zoned property that will end up being a potential long-term residential development. He said that the Planning and Zoning Commission seems to have considered all the issues related to the property, and nothing stands out to him that would make him want to overturn the P&Z's recommendation.

Councilmember Holmes asked about the length of residency for the development. Mrs. Smith said that the applicant has stated a maximum of six months, but the current ordinance only allows for 90 days.

Councilmember O'Banion said that while he does not feel the sewer extension requirement is reasonable, he agrees that the perimeter street improvements are important. He believes that the street will be utilized more due to this development.

Ms. Ryken, the applicant's engineer, stated that the City has a separate ordinance regulating RV Parks and argued that the Subdivision Ordinance does not apply to RV Park Developments. She feels that the requirements being requested are in conflict with the RV Ordinance, and she requested that the variances be granted. She added that Bell County has already sent them a letter stating that the development can be certified for septic. She pointed out that Section 23-2 of the Code of Ordinances states when sanitary sewer is not within 500 feet of a property, then septic is acceptable. Ms. Ryken also added that another entrance on the IH-35 service road would be proposed in lieu of the entrance on Toll Bridge Road.

Councilmember O'Banion asked if this plat is disapproved, what is the applicant's next step. City Attorney Messer said the applicant can revise the plat and bring it back through the process.

Upon a motion for disapproval by Councilmember Leigh and a second by Councilmember Holmes, Item 15 was disapproved upon a vote of 3-2-1 [For Disapproval: Leigh, Holmes, Grayson; Against Disapproval: Kirkley, O'Banion; Abstain: Pearson].

Finance

14. Consider an ordinance amending the FY2017 budget.

Director of Finance Brandon Bozon explained that the City Charter requires budget amendments by ordinance. The ordinance under consideration includes all known budget amendments to date for FY 2017. Some were approved by City Council as they arose during the year. The need for other amendments occurs in the course of operations during the year. He said that amendments not yet approved by Council include:

- An increase in General Fund insurance proceeds revenue of \$25,600 and an aggregate increase to police vehicle maintenance and brush vehicle maintenance of \$25,600 to cover repairs or replacement costs covered by insurance proceeds.
- An increase in refuse collection fee revenue and an increase in refuse collection contract expenditures of \$20,000 to adjust revenues closer to actual and cover the additional refuse contract expenditures due to greater than anticipated customer growth.
- An increase in water and sewer tap & connection fees revenue and an increase to water meter & tap material expenditures of \$75,000 to adjust revenues closer to actual and to cover the additional expenditures due to the number of new

Staff Report – City Council Agenda Item



Agenda Item #14

Consider authorizing the City Manager to enter into a professional services agreement with Halff Associates for professional engineering services for the South Belton Sewer Phase II Redesign.

Originating Department

Public Works – Angellia Points, P.E., Director of Public Works/City Engineer

Summary Information

The City decided to reevaluate Phase II of the South Belton Sewer Project with the award of Phase I and Change Order No. 1 on February 13, 2018. The change order increased the line sizes, assuming Phase II would be redesigned to lower the lift station, which will allow additional area to be served by gravity sewer east of Toll Bridge Road. Even during construction of Phase I, Phase II redesign can be bid and awarded to a contractor, and construction can occur simultaneously with coordination from City Staff on both projects.

As discussed in the workshop on February 13, 2018, it is the Council's desire to redesign and construct Phase II. Phase II construction is not to be delayed indefinitely. Therefore, Staff has worked with Halff Associates to develop a scope of services to redesign Phase II. The scope of services will include the design to lower the lift station, increase the gravity line size, if needed, and lengthen the gravity line to the north towards Cedar Crest. The maximum length the gravity can be extended north will be determined during the redesign evaluation. The contract takes the redesign from design to bid phase and through construction phase services. Typically, construction phase services have not been included in the design contracts, but because the project has already bid once on December 12, 2017, the bidding climate, scope of work, and the contractors interested in the work are known. Coordination of the TCEQ permitting task is also included.

The funding for the redesign is proposed to come from the 2016 Utility Certificates of Obligation.

Fiscal Impact

The proposed engineering services contract of **\$96,920** is proposed to be funded out of the 2016 Utility Certificates of Obligation.

Amount: **\$96,920**

Budgeted: ☒ Yes ☐ No ☒ Capital Project Fund

Estimated Phase II construction cost is \$2.8M.

Recommendation

Recommend authorizing the City Manager to enter into a professional services agreement with Halff Associates for professional engineering services for the South Belton Sewer Phase II Redesign Project.

Attachments

Halff Proposal



February 16, 2018
P33999

Angellia Points
Director of Public Works
City of Belton
PO Box 120
Belton, Texas 76513
APoints@BeltonTexas.gov

RE: SBSS Phase II

Dear Ms. Points:

The South Belton Sewer Service (SBSS) Project was divided into two phases, and Phase I was awarded for construction in February 2018. This project will upgrade Phase II of the SBSS project, which was not awarded for construction, to provide sanitary sewer service to an approximate 360 additional acres by gravity and extend SBSS Line D approximately 1,000 linear feet to potentially offload the Cedar Crest property. Attached to this letter are complete originals of the following documents:

- Halff's Standard Agreement for Professional Engineering Services (four pages)
- Attachment A – Proposed Scope of Work and Fee (seven pages)
- Form 1295 – Certificate of Interested Parties

If these documents meet your approval, please sign the Standard Agreement and return a copy to us for our records.

We look forward to working for the City of Belton on this critical project. Please contact me if you have any questions or need any additional information.

Respectfully Submitted,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Olivia von den Benken".

Olivia von den Benken, PE
Project Manager

Attachments (3)

EXHIBIT A
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF BELTON, TEXAS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I. SCOPE - Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the Parties hereto (i.e. Client and Engineer), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard form of Agreement, when executed by **CITY OF BELTON** a **Council-Manager Municipality** (hereinafter "Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other Party.

II. COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules and regulations.

IV. SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse.

Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INSURANCE - Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

VII. SUBCONTRACTS - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

VIII. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

IX. INTEGRATION - This Standard Form of Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

X. JURISDICTION AND VENUE - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in **Bell** County, Texas.

XI. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If the Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability to the Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

XII. TERMINATION OF WORK - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

XIII. TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

XIV. ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

XV. MERGER AND SEVERABILITY – This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. EXCLUSIVITY OF REMEDIES – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XVIII. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVII. TIMELINESS OF PERFORMANCE - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

HALFF ASSOCIATES, INC.

Standard Form of Agreement For Professional Services (continued)

XIX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:

Engineer: **HALFF ASSOCIATES, INC.**

Signature: _____

Name: _____

JAYSON MELCHER

Title: _____

DALLAS OPERATIONS MGR

Date: 2/16/18

APPROVED: CITY OF BELTON, TEXAS

Client: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

SECTION 1 – SCOPE OF SERVICES

BASIC SERVICES, LUMP SUM TASKS

A. GENERAL SCOPE OF SERVICES

- (1) The South Belton Sewer Service (SBSS) Project was previously designed to provide sewer service to the IH35 corridor on the south side of the CITY OF BELTON and off-load the existing Miller Heights Lift Station. The project was divided into two phases, and Phase I was awarded for construction in February 2018. Phase II of the SBSS project, which was not awarded for construction, included a 3.25 MGD lift station, approximately 7,400 linear feet of 14-inch force main (Line C), approximately 2,00 linear feet of 8-inch gravity (Line D), and approximately 1,200 linear feet of 15-inch gravity (Line E). This PROJECT includes the engineering services required to update SBSS Phase II improvements to provide sanitary sewer service to an approximate 360 additional acres by gravity and extend SBSS Line D approximately 1,000 linear feet to potentially offload the Cedar Crest property. The alignment of the Line D extension is assumed to be within the SBSS Line C corridor, which was previously surveyed by Halff.

B. TASK I – PROJECT STARTUP ACTIVITIES AND ONGOING MANAGEMENT

- (1) PROJECT Coordination
 - (a) PROJECT startup meeting – plan and participate in a PROJECT startup conference call with CITY OF BELTON (COB) personnel to confirm PROJECT scope, personnel, lines of communication, and schedule.
 - (b) Develop a work plan and PROJECT task schedule. Conduct internal PROJECT kick-off and coordination meetings.
 - (c) Prepare and provide weekly progress/status emails sufficient to support monthly billings. Weekly status emails will be submitted with monthly invoices.

C. TASK II – UPDATE SBSS PHASE II PLANS AND SPECIFICATIONS

- (1) Update sewershed map to reflect the additional area to be served by the proposed lift station.
- (2) Confirm design flowrates based on the sewershed map.
- (3) Gravity Lines
 - (a) Confirm depth of gravity line to service sewershed and revise plan and profile sheets to reflect new depth.

- (b) Extend SBSS Line D approximately 1000 linear feet and develop plan and profile sheets.
- (4) Lift Station
 - (a) Determine required depth of wet well to service sewershed and update lift station detail sheet accordingly.
 - (b) Update lift station design, including system curve, force main size, and wet well dimensions. Coordinate with pump manufacturers for pump selection.
 - (c) Update electrical design based on updated pump selection. This includes coordination with Oncor, modifying electrical equipment dimensions and rack details, updating one-line diagram, modifying service entrance feeders and motor branch circuits, verifying and updating generator size and details, and updating control equipment details. Revise electrical design and detail sheets to reflect design revisions.
 - (d) Redesign the wet well structure and generator and equipment pads. Update structural design and detail sheets to reflect new design.
- (5) Update the following plan sheets to remove SBSS Phase I references and to reflect the Phase II revisions described above:
 - (a) Cover sheet
 - (b) Sheet index
 - (c) General notes
 - (d) Survey control
 - (e) Erosion control
 - (f) Force main plans/profiles
 - (g) Detail sheets
 - (h) Suggested traffic control
- (6) Specifications
 - (a) Update the City's front-end specifications to remove SBSS Phase I references and to reflect the Phase II revisions described above.
 - (b) Create a bid form for SBSS Phase II.
 - (c) Revise the technical specifications associated with the Phase II revisions described above.
- (7) Prepare Engineer's opinion of probable construction costs (OPCC).

(8) 95 Percent Phase

- (a) Quality control review meeting – ENGINEER will check and revise plans and OPCC prior to submittal to the CITY OF BELTON.
- (b) Submit one full-scale set, two half-scale sets, and one electronic file in .pdf format of a 95 percent plan set to CITY OF BELTON for review.
- (c) Prepare and participate in one 95 percent plan set review meeting. The objective of the meeting is to present and discuss review comments.

(9) Issued for Bid Construction Documents.

- (a) Incorporate CITY OF BELTON review comments on the 95 percent submittal.
- (b) Finalize, Seal, and submit one full-scale set, four half-scale sets, and one electronic file in pdf format on CD's.

D. TASK III – TXDOT AND TCEQ PERMITTING SERVICES

- (1) Prepare and submit permit applications to the Texas Department of Transportation (TxDOT) for any utility crossing and connection located within TxDOT Right of Way.
- (2) Place approved TXDOT utility permit with in Bid Documents for contractor's information and coordination during construction phases.
- (3) Prepare TCEQ Submittal package for approval of wastewater improvements. Package shall consist of a summary transmittal letter in accordance with TCEQ requirements.
- (4) If requested by TCEQ, submit a Project Engineering Report, Engineering Plans and Specifications for TCEQ review.
- (5) Coordinate approval process with TCEQ

E. TASK IV – BID PHASE SERVICES

- (1) Provide a Notice to Bidders to the CITY OF BELTON for publication in legal notices for the PROJECT. Send advertisements to potential bidders and suppliers. Provide documents to local plan rooms to assist in advertisement of the PROJECT.
- (2) ENGINEER will provide CITY OF BELTON with up to 5 half-scale drawings, 5 sets of specifications, 2 full-scale drawings, and 5 addenda. ENGINEER will distribute plan sets to potential bidders and assess a fee to recoup the cost of providing hard copy bid sets. ENGINEER will maintain a list of drawing holders. Provide the list to prospective bidders. Include the list of drawing holders with any addenda distributed for the PROJECT.

- (3) Respond to questions related to the distribution of documents, construction contract provisions, and bidding requirements and technical questions regarding the PROJECT.
- (4) Prepare, print, and distribute addenda addressing additions, deletions, modifications, or interpretations to the contract documents.
- (5) Conduct one pre-bid conferences for the construction PROJECT, and prepare minutes and responses. Responses to the pre-bid conference will be in the form of addenda issued after the conference. Conduct a tour of the PROJECT site after the conference.
- (6) Assist the CITY OF BELTON in receiving and recording bids at the formal bid opening. Evaluate the information contained in the bid documents for conformance with requirements of the construction contract documents. Prepare bid tabulation, comparing bid costs with estimated costs.
- (7) Evaluate the qualifications information provided by the contractors as a part of the bid package. Review the apparent low bidder's qualifications for conformance to the minimum experience requirements in the specifications. Provide a written recommendation for award of the contract consistent with the requirements of the construction contract documents.
- (8) Incorporate all addenda into contract documents and issue a record set of conformed project manual and plans. Provide up to 5 half-scale drawings, 5 copies of the project manual, and 2 full-scale drawings.

F. TASK V - CONSTRUCTION PHASE SERVICES

- (1) Pre-Construction Conference - ENGINEER shall assist CITY OF BELTON with meeting exhibits and attend the preconstruction conference with Contractor to review the PROJECT communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the PROJECT. ENGINEER will coordinate and manage meeting, including development of agenda, and take minutes or otherwise record the results of this conference. Meeting minutes from Conference will be returned to CITY OF BELTON within a seventy-two (72) hour period after the conference is held.
- (2) Review of Shop Drawings, Samples and Submittals - ENGINEER shall coordinate with CITY OF BELTON for the reviews of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. ENGINEER will log and track all shop drawings, samples and submittals.
- (3) Requests for Information - ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. ENGINEER will coordinate and issue responses to requests to CITY OF BELTON. ENGINEER will log and track the Contractor's requests.

- (4) Review of Contractor's Requested Changes - ENGINEER shall review all Contractor-requested changes to the contract for construction. ENGINEER will make recommendations to CITY OF BELTON regarding the acceptability of the Contractor's request and, upon approval of CITY OF BELTON, assist CITY OF BELTON in negotiations of the requested change. Upon agreement and approval, ENGINEER shall prepare and submit supporting change order documents and plan revisions.
- (5) ENGINEER will review Contractor pay requests, including verification of percent complete, materials on-hand, and quantities.
- (6) Status Meetings and Site Visits - ENGINEER shall attend up to five (5) construction status meetings and visit site to observe progress. Site visits will be performed on the same day that status meeting is attended. ENGINEER will be present when the system is started-up and field tested. Additionally, ENGINEER shall participate in the final walk-through of the PROJECT.
- (7) Completion of Record Documents - ENGINEER shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to CITY OF BELTON two sets of record drawings. These record documents are a compilation of the sealed engineering drawings for this PROJECT, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness. Record drawings and documents are to be delivered to the CITY OF BELTON. Record Drawings shall include a set of paper hard copy reproducible drawings and a set of electronic files as specified by the CITY OF BELTON. The City of BELTON requires electronic CAD files of Record Drawings as well as .pdf files.

SECTION 2. – ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

The CITY OF BELTON and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, the ENGINEER can provide these services, if need, upon the CITY OF BELTON'S written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional services include the following:

- (1) Relocating the proposed lift station
- (2) Realigning proposed gravity lines
- (3) Resizing proposed gravity lines
- (4) Surveying services
- (5) Easement legal descriptions and exhibit preparation
- (6) Subsurface Utility Engineering

- (7) Geotechnical investigation
- (8) TxDOT permitting services
- (9) Participation in additional meetings, in excess of those outlined in Section 1
- (10) Condition assessments
- (11) Environmental and Archaeological Impact Evaluations and Permitting
 - (a) Nationwide 12 Permit Preparation
- (12) Cultural Resources Survey and Permitting
- (13) Design of aerial crossings
- (14) Preparation of a Section 404 Individual Permit
- (15) Preparation of abandonment documents for existing easements
- (16) Construction Phase survey services
- (17) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions
- (18) Provide QA/QC, Materials Testing services during Construction phase period
- (19) Provide full time onsite Project Representation during the construction phase period
- (20) Right of way and easement appraisal services if necessary
- (21) Condemnation services
- (22) Appraisal services
- (23) Court or Commission costs or fees
- (24) Attendance, preparation or assistance with Public Meetings, such as Planning Commission, Neighborhood, or City Council Meetings
- (25) Hydraulic Modeling and Master Planning

SECTION 3 - SERVICES BY THE CITY OF BELTON

The fee presented in Section 4 assumes the CITY OF BELTON and its representatives will render services inclusive of the following:

- (1) Provide available criteria and full information as to the CITY OF BELTON requirements for the PROJECT.
- (2) Assist the ENGINEER by providing all available written and electronic data pertinent to the PROJECT which ENGINEER shall be entitled to use and rely upon for performing ENGINEER'S services.
- (3) Examine documents submitted by the ENGINEER and render a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S services.

- (4) Furnish information required as expeditiously as possible for the orderly progress of the work.

SECTION 4 - COMPENSATION

A. BASIC ENGINEERING SERVICES

For and in consideration of the BASIC SERVICES (SECTION 1) to be rendered by the ENGINEER, the CITY OF BELTON shall compensate the ENGINEER as hereinafter set forth. All remittance by the CITY OF BELTON for such compensation shall be delivered to the ENGINEER as identified in the ENGINEERS STANDARD CONTRACT DOCUMENT. Direct expenses, subcontracted services and direct costs for lump sum tasks are included in the fees presented below.

BASIC SERVICES (LUMP SUM TASKS):

TASK I – PROJECT STARTUP ACTIVITIES AND ONGOING MANAGEMENT	\$ 3,300
TASK II. – UPDATE SBSS PHASE II PLANS AND SPECIFICATIONS	\$ 60,060
TASK III – TXDOT AND TCEQ PERMITTING SERVICES	\$ 3,740
TASK IV - BID PHASE SERVICES	\$ 9,200
TASK V – CONSTRUCTION PHASE SERVICES	\$20,620

TOTAL OF BASIC SERVICES (LUMP SUM, NOT TO EXCEED) \$ 96,920

ENGINEER shall submit monthly invoices for Lump Sum Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared for each individual task listed in Section 1.

SECTION 5 - SCHEDULE

It is Halff Associates' intention to commence professional services promptly following receipt of notice-to-proceed (NTP). Halff will perform its services in a timely manner with the understanding that the completion of many of the project tasks and milestones is contingent upon information, reviews or tasks provided by others beyond Halff Associates' reasonable control. The schedule is predicated on reasonable times being allocated for staff reviews, surveying right of entry approvals, and easement acquisition tasks which are beyond Halff's control. The schedule assumes that NTP is provided March 1, 2018.

SUMMARY OF TASK DURATION FROM EXHIBIT A:

TASK I – PROJECT STARTUP ACTIVITIES AND ONGOING MANAGEMENT	= 2 MONTHS
TASK II. - UPDATE SBSS PHASE II PLANS AND SPECS	= 1.5 MONTHS
TASK II - TXDOT & TCEQ PERMITTING SERVICES	= DEPENDENT ON TCEQ REVIEW TIME
TASK IV - BID PHASE SERVICES	= DEPENDENT ON CITY SCHEDULE
TASK IV - CONSTRUCTION PHASE SERVICES	= DEPENDENT ON CITY SCHEDULE

Dependent upon funding and Client approval, the project may not proceed with the bid phase. Therefore, the Engineer understands Tasks IV may be authorized at a later date. The fees provided in this Scope of Services are based on an assumption that the written authorization of NTP of Task IV at Clients discretion would occur within a maximum period of twelve months (12) from original NTP date shown above.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Half Associates, Inc.
Dallas, TX United States

Certificate Number:
2018-315013

Date Filed:
02/16/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Belton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

33999
Engineering and Permitting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Skipwith, Walter	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Kuhn, Greg	Richardson, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Killen , Russell	Richardson, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Zapalac, Russell	Richardson, TX United States	X	
	Melcher, Jayson	Dallas, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Half Associates, Inc.
Dallas, TX United States

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City of Belton

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33999
Engineering and Permitting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is JAYSON MELCHER, and my date of birth is 12/17/1976.

My address is 12225 GREENVILLE AVE, DALLAS, TX, 75243, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 16th day of FEBRUARY 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

South Belton Sewer System

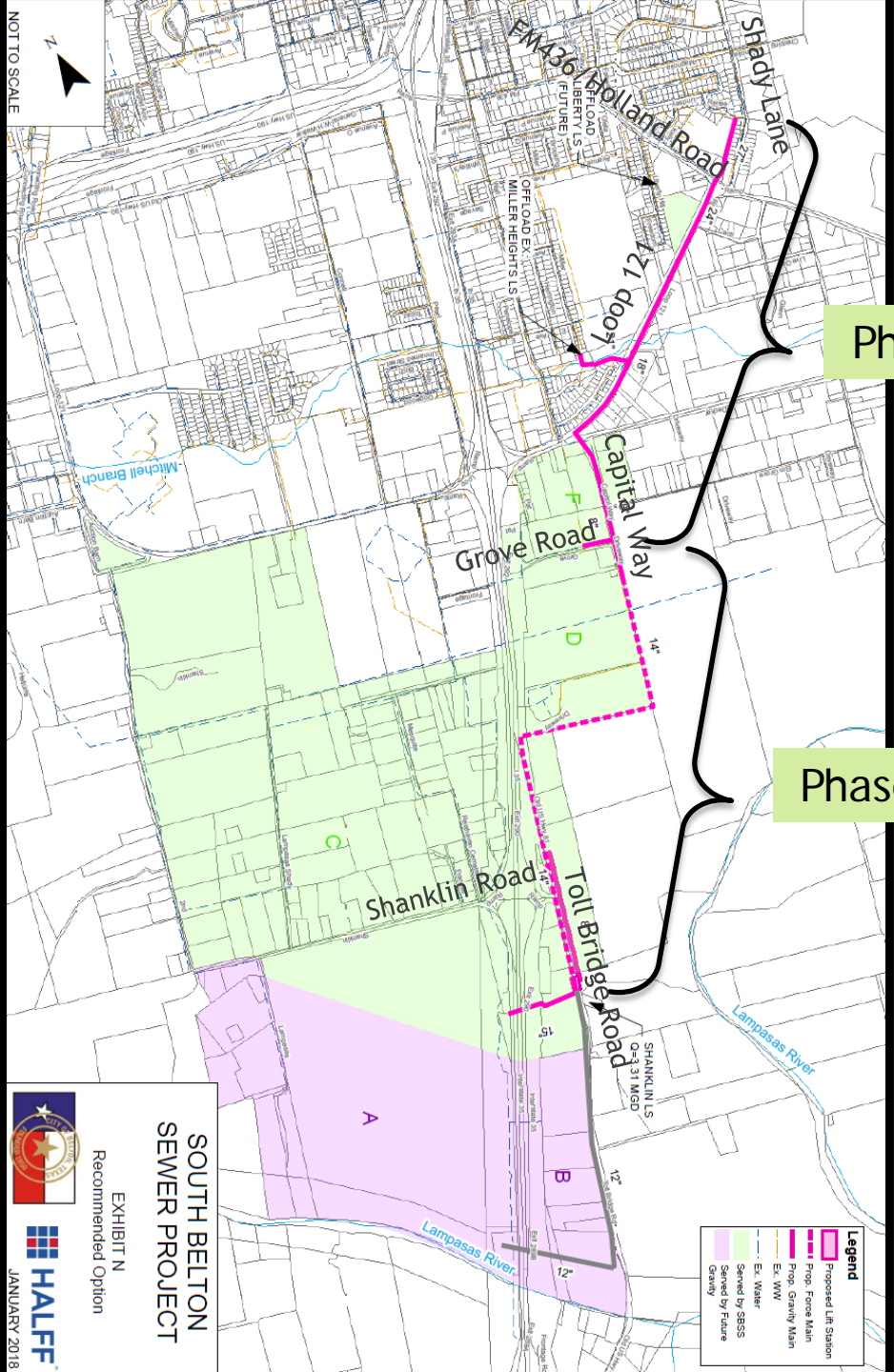
Phase II Redesign: Professional Services

February 27, 2018

City Council

Status

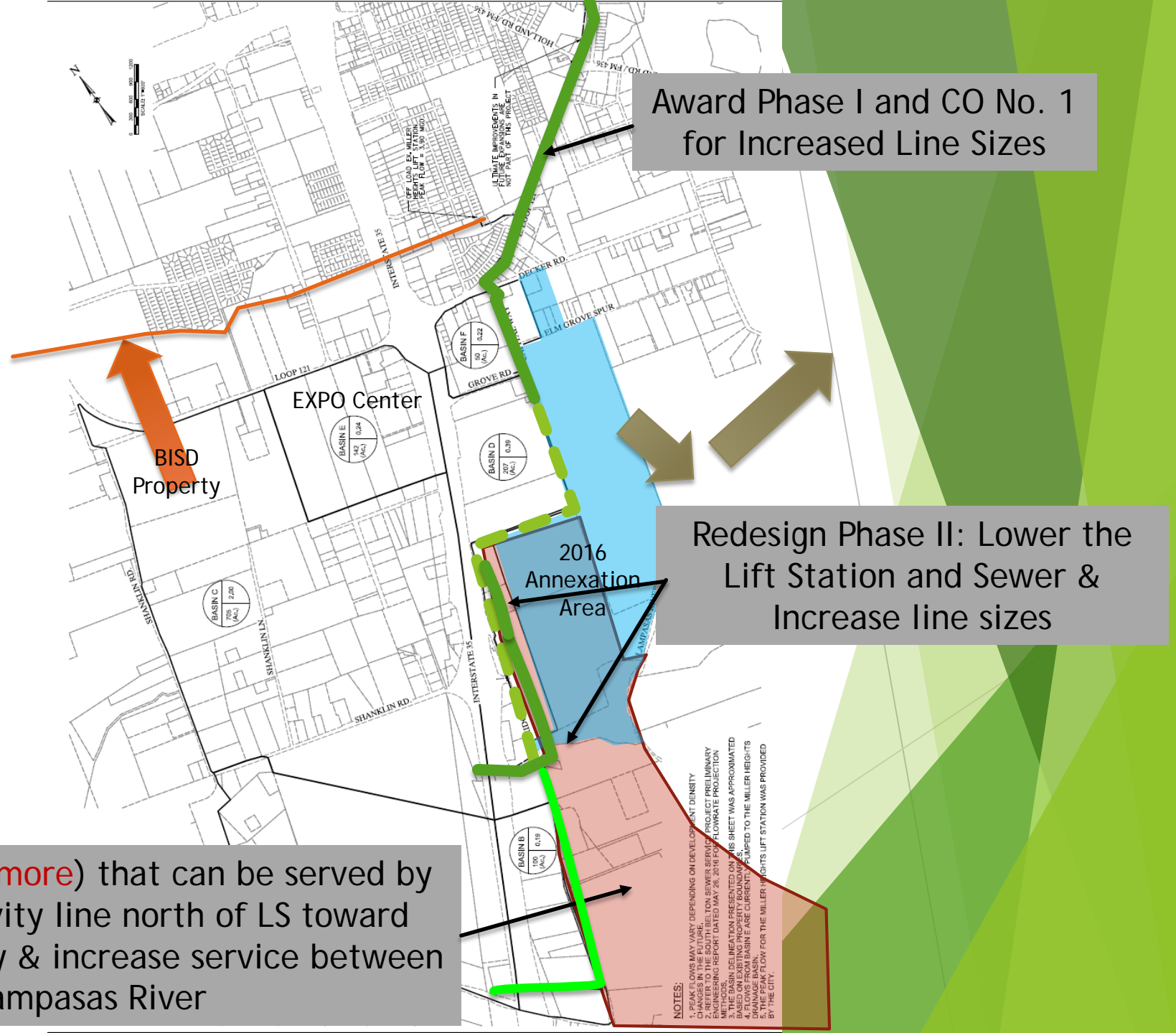
- ▶ February 13, 2018 - Phase I Bid Award with Change Order No. 1 to increase line sizes.
- ▶ The change order assumed Phase II would be lowered, which increased the service area and allows for more flow to be sent through the South Belton Sewer System.
- ▶ Staff worked with Halff Associates to develop a scope of services to redesign Phase II.



Staff Recommendations for the
“Big Picture” of South Belton Sewer

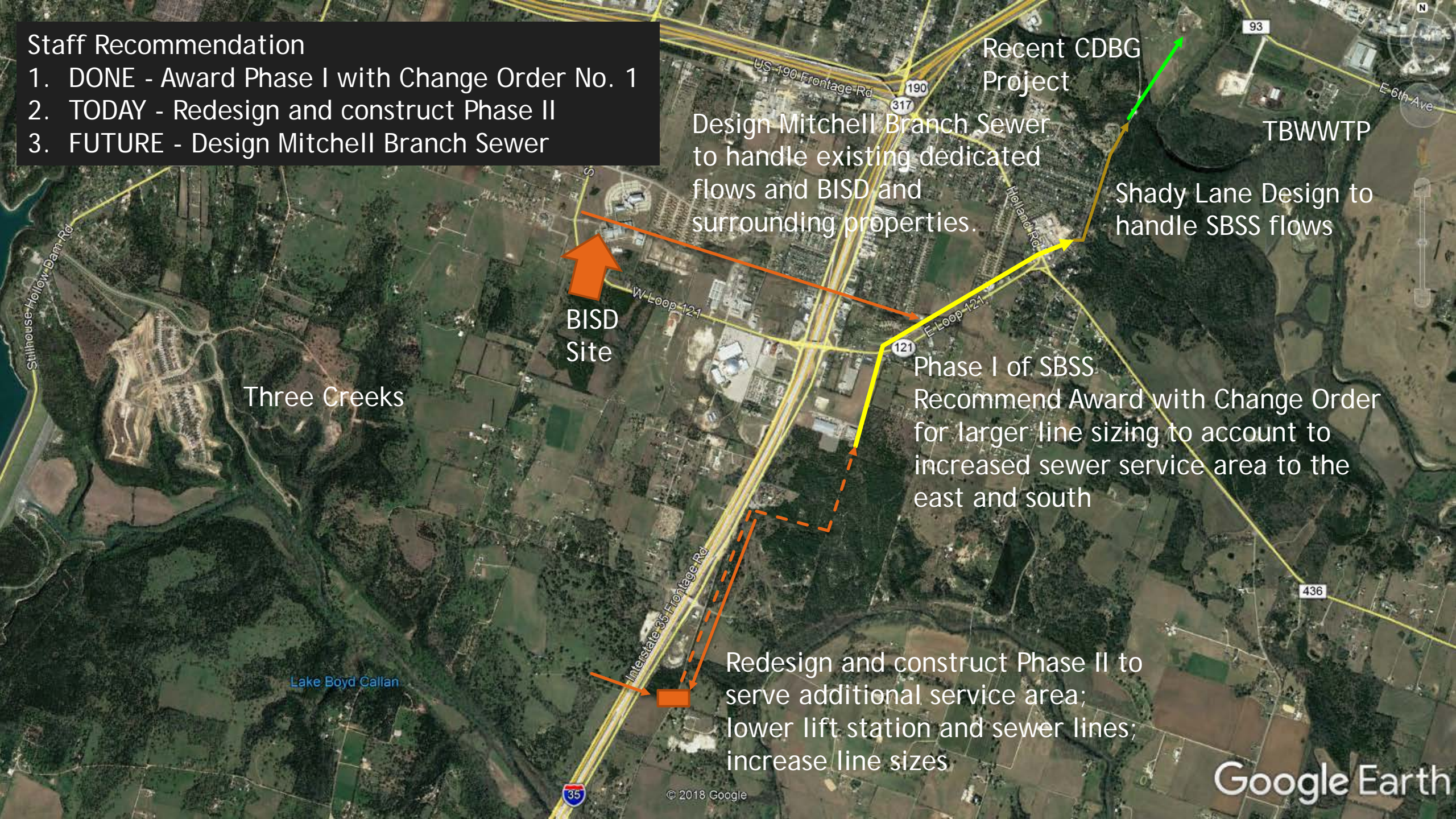
- 1. Increase service area of South Belton Sewer: Lower lift station and increase sewer line sizes to handle additional flows.
- 2. Serve BISD by private lift station that discharges to the north into the Mitchell Branch sewer line.
- 3. Area east of South Belton Sewer area to be served by separate regional lift station, if needed in the future. Consider service in Shady Lane Project.
- 4. Phase III (lime green) of SBSS is southern gravity and bore under IH-35.

Add approx. 360 acres (or about 30% more) that can be served by gravity flow; Increase length of gravity line north of LS toward Cedar Crest to maximize serviceability & increase service between Toll Bridge Road and Lampasas River



Staff Recommendation

1. DONE - Award Phase I with Change Order No. 1
2. TODAY - Redesign and construct Phase II
3. FUTURE - Design Mitchell Branch Sewer



Design Mitchell Branch Sewer to handle existing dedicated flows and BISD and surrounding properties.

Recent CDBG Project

TBWWTP

Shady Lane Design to handle SBSS flows

BISD Site

Three Creeks

Phase I of SBSS
Recommend Award with Change Order for larger line sizing to account to increased sewer service area to the east and south

Redesign and construct Phase II to serve additional service area; lower lift station and sewer lines; increase line sizes

Google Earth

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Phase II Redesign Scope of Services

- ▶ Redesign to lower the lift station and sewer lines, including all geotechnical, structural, electrical, and mechanical implementations
- ▶ Extend the gravity line as far north as possible, north of Shanklin Road
- ▶ OPCCs and review phases
- ▶ TCEQ and TxDOT Permitting Services
- ▶ Bid Phase Services
- ▶ Construction Phase Services - familiar with project scope of work, bidding climate, and contractors interested in the work
- ▶ Total fee = \$96,920

Next Steps and Funding

1. Redesign Phase II of South Belton Sewer System
2. Design **Shady Lane Sewer** to handle additional flows from SBSS
3. Design **IH-35 waterline** extension in preparation of growth funded by BEDC
4. Continue design and easement acquisition of **North Belton Water Tank and Waterline**; construct
5. Coordinate with TxDOT on **Loop 121 Utility Relocation** costs and prepare for **TBWWTP Phase II** construction
6. Design **Mitchell Branch Sewer** for Three Creeks, BISD property, and potential surrounding development

Available Funding: \$9.7M in 2016 W/S CO

Projected Expenditures:

- ▶ \$2,554,288.90 Phase I + CO No. 1 Construction
- ▶ \$165,700 Shady Lane Sewer Design
- ▶ \$96,920 Redesign Phase II
- ▶ ~\$4.0M North Belton Water Tank and Line
- ▶ ~\$0.3M Mitchell Branch Sewer Design

Approximate Remaining = \$2.5M to fund or partly fund the following:

- ▶ Phase II construction (estimated to be \$2.8M)
- ▶ Shady Lane sewer (estimated to be \$1-\$1.3M)
- ▶ Mitchell Branch sewer construction (\$TBD)

Schedule and Recommendation

- ▶ 3.5 months to redesign Phase II
- ▶ TCEQ Permitting - dependent upon TCEQ review time
- ▶ 1 month for bid phase
- ▶ Council consideration
- ▶ 12 months for construction

Recommendation:

Recommend authorizing the City Manager to enter into a professional services agreement with Halff Associates for professional engineering services for the South Belton Sewer Phase II Redesign Project in the amount of \$96,920.

Staff Report – City Council Agenda Item



Agenda Item #15

Consider award of bid and authorizing the City Manager to execute the construction contract for the 2018 Street Overlay Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.

Originating Department

Public Works – Angellia Points, P.E., Director of Public Works/City Engineer

Background

On February 28, 2017, Council received an update on the 5-year Street Maintenance Plan in the workshop session, which called for 63.3 miles of Belton's streets to be maintained within a 5-year span. Council received an update on the work completed since the 2014 study, including FY 2015's Year 1 project that addressed about 4.2 miles (6.6%) of Belton's streets by chip sealing with \$168,156 in funding. In FY 2016, Year 2 of the Plan addressed nearly 18.9 miles (30%) of street maintenance with both chip sealing and HMAC overlaying with \$1,437,433 in funding. In FY 2017 or Year 3 of the Plan, 6.5 miles (10.3%) of streets were maintained for a total of \$926,395.23. At the beginning of FY2018, approximately 29.6 miles (47%) of Belton's street has received some sort of surface maintenance in the last three years.

Internally, the Director of Public Works/City Engineer developed Year 4 of the Street Maintenance Plan with \$792,504 in available funding. On February 13, 2018, Year 4 of the Street Maintenance Plan was bid under the project name: 2018 Street Overlay Project. The nature of the work prescribed in this project was a hot-mix asphalt overlay treatment. Approximately 3.3 miles (5.1% of the Plan) will be overlaid as part of the Year 4 project. As the plan has been implemented over the years, including this year's project, over half of Belton streets will have been maintained by the end of FY2018. The street maintenance program has and will continue to lengthen the life of Belton's streets. However, 30.3 miles or 48% of the streets in Belton still need to be maintained as part of the 5-year plan.

This 2018 Street Overlay Project was developed to require the contractor to complete the overlay work by August 1, 2018. This date was chosen to allow for ample amount of time to perform the work before Belton ISD reconvenes for school in August. The project was designed and compiled in-house, and advertisement for bids began on January 11, 2018. Bids were opened on February 13, 2018 at 2:00 p.m. Four (4) qualified bids were received as shown in the following table.

Contractor	Bid Amount
Old Castle Materials -Wheeler, Belton	\$495,112.14
Lone Star Paving, Austin	\$650,082.95

Alpha Paving, Round Rock	\$720,686.50
Austin Materials, Austin	\$826,470.95

With the available funding of \$792,000, the Staff's Opinion of Probable Construction Cost (OPCC) to construct the specified 2018 Street Overlay Project was \$802,665.10.

The Director of Public Works/City Engineer, Assistant Director of Public Works, and the City's Construction Inspector evaluated the bids and determined that Old Castle Materials - Wheeler, the low bidder, has the capability and experience to perform to the requirements of the contract. With the low bid being \$296,887.86 under the available funding, Staff plans to maximize the funding by adding streets to be overlaid to Old Castle Materials' contract, up to the amount allowed by state law, which is 25% of the contract, which is an additional \$123,778.

Fiscal Impact

Funding for this project would be sourced from the following:

Funding Source	Amount
Remaining Funds from FY2017	\$251,504
FY2018 Street Maintenance Funds	\$166,000
FY2017 Budget Amendment	\$225,000
"One-time" Boost to Street Maintenance Program in FY2018	\$150,000
TOTAL	\$792,504

The project is fully funded. Therefore, Staff recommends awarding the contract to Old Castle Materials - Wheeler of Belton in the amount of \$495,112.14.

Budgeted: ☒ Yes ☐ No ☒ Various sources listed above

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed

Recommendation

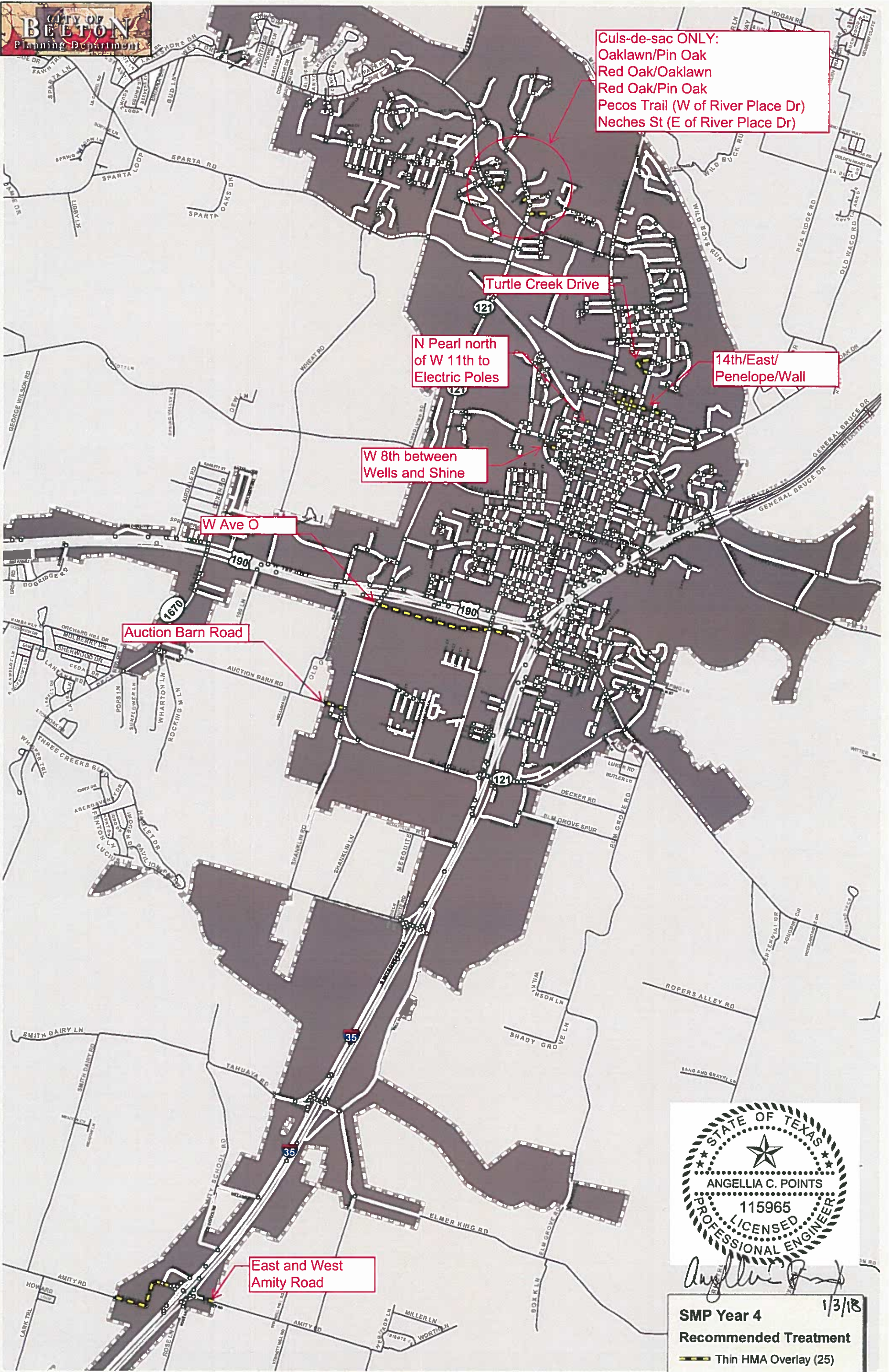
Award bid and authorize the City Manager to execute the construction contract for the 2018 Street Overlay Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.

Attachments

Drawing

Director of Public Works/City Engineer Recommendation Letter

Bid Tabulation



STATE OF TEXAS
ANGELLIA C. POINTS
115965
PROFESSIONAL ENGINEER

Angellia C. Points

SMP Year 4
Recommended Treatment
Thin HMA Overlay (25)

1/3/18

MEMO



Date: February 27, 2018

To: Sam Listi, City Manager

Cc: Amy Casey, City Clerk

From: Angellia Points, P.E. Director of Public Works/City Engineer

Re: 2018 Street Overlay Project Recommendation of Award

On February 13, 2018, at 2:00 PM, sealed bids for the 2018 Street Overlay Project were opened and read aloud publicly in the Main Conference Room at Belton City Hall by the City Clerk, Amy M. Casey. A Bid Tabulation for the Bids received is attached to this memo.

There were four bidders for this project. The opinion of probable construction costs for this project was \$700,000. The following is data provided for a comparison of the bids received, listed lowest to highest:

Base Bid – Asphalt Overlay

Old Castle Materials -Wheeler, Belton	\$495,112.14
Lone Star Paving, Austin	\$650,082.95
Alpha Paving, Round Rock	\$720,686.50
Austin Materials, Austin	\$826,470.95

The low bidder was Old Castle Materials -Wheeler, Inc. The City of Belton has a good record of experience working with Old Castle Materials -Wheeler on many projects, including the recent 2016 Street Maintenance Project, 2017 Street Maintenance Project, and the W. MLK Jr. Ave Overpass Project.

With a total available funding of \$792,504, the project is fully funded. Therefore, at this time, I recommend that the City of Belton award the contract for the 2018 Street Overlay Project to Old Castle Materials -Wheeler of Belton in the amount of \$495,112.14.

Sincerely,


Angellia C. Points, P.E.

Enclosure: Bid Tabulation

BID TABULATION 2018 Street Overlay Project Bid Opening: February 13, 2018				City of Belton		Wheeler, Belton, Texas		Austin Materials, Austin, Texas		Alpha Paving, Round Rock, Texas		Lone Star Paving, Austin, Texas	
Item No.	Description	Unit	Proposal Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID													
1	Mobilization, Bonds & Insurance (not-to-exceed 5% of Total Bid), Complete For	LS	100%	\$ 36,533.70	\$ 36,533.70	\$ 5,820.00	\$ 5,820.00	38,250.00	\$ 38,250.00	25,000.00	\$ 25,000.00	13,000.00	\$ 13,000.00
2	Provide Traffic Control Plan (Vehicle & Pedestrian) Prepared by a Texas Licensed Professional Engineer, Complete For	LS	100%	\$ 3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00
3	Implement Traffic Control Plan (Vehicle & Pedestrian), Complete For	MTH	3	\$ 10,000.00	\$ 30,000.00	9,340.00	\$ 9,340.00	815.00	\$ 2,445.00	500.00	\$ 1,500.00	2,500.00	\$ 7,500.00
4	HMAC Saw Cut, Complete For	LF	1,504	\$ 8.00	\$ 12,032.00	0.01	\$ 15.04	0.80	\$ 1,203.20	1.00	\$ 1,504.00	0.70	\$ 1,052.80
5	Provide Pavement Edge Milling to Create Edge Joints on W Ave O for HMAC Overlays, Complete For	SY	200	\$ 6.25	\$ 1,250.00	4.25	\$ 850.00	30.00	\$ 6,000.00	7.00	\$ 1,400.00	29.00	\$ 5,800.00
6	Provide Pavement Milling to Create Butt Joints at Pavement Intersections for HMAC Overlays, Complete For	SY	4,595	\$ 6.25	\$ 28,718.75	0.01	\$ 45.95	12.00	\$ 55,140.00	7.00	\$ 32,165.00	1.35	\$ 6,203.25
7	Provide Pavement Milling of all of Neches Drive and Pecos Trail culs-de-sac for HMAC Overlays, Complete For	SY	1,189	\$ 7.00	\$ 8,323.00	2.35	\$ 2,794.15	12.00	\$ 14,268.00	4.00	\$ 4,756.00	5.60	\$ 6,658.40
8	Provide Edge Blading Along Both Sides of W Ave O, Complete For	LF	10,400	\$ 1.00	\$ 10,400.00	0.08	\$ 832.00	0.10	\$ 1,040.00	0.60	\$ 6,240.00	0.25	\$ 2,600.00
9	Provide HMAC Type "D" Spot Level Up Prior to HMAC Overlay Construction, Complete For	TN	891	\$ 125.00	\$ 111,375.00	46.00	\$ 40,986.00	81.00	\$ 72,171.00	85.00	\$ 75,735.00	65.00	\$ 57,915.00
10	2-inch HMAC Type "D" Overlay with Tack Coat, Complete For	SY	56,138	\$ 8.05	\$ 451,910.90	6.80	\$ 381,738.40	9.50	\$ 533,311.00	8.50	\$ 477,173.00	8.50	\$ 477,173.00
11	6-in Full Mill on W 8th Street between Wells and Shine, Complete For	SY	1,265	\$ 20.00	\$ 25,300.00	2.70	\$ 3,415.50	10.25	\$ 12,966.25	10.00	\$ 12,650.00	6.20	\$ 7,843.00
12	6-inch Full Depth HMAC Type "D" on W 8th Street between Wells and Shine, Complete For	SY	1,265	\$ 48.05	\$ 60,783.25	20.15	\$ 25,489.75	33.50	\$ 42,377.50	28.00	\$ 35,420.00	30.50	\$ 38,582.50
13	Adjust Existing Wastewater Manhole Rings with 24-inch Diameter Covers using 2-inch Inserts, Complete For	EA	5	\$ 300.00	\$ 1,500.00	65.00	\$ 325.00	250.00	\$ 1,250.00	950.00	\$ 4,750.00	95.00	\$ 475.00
14	Adjust Existing Wastewater Manhole Rings with 24.5-inch Diameter Covers using 2-inch Inserts, Complete For	EA	1	\$ 300.00	\$ 300.00	65.00	\$ 65.00	1,000.00	\$ 1,000.00	950.00	\$ 950.00	100.00	\$ 100.00
15	Adjust Existing Wastewater Manhole Rings with 25-inch Diameter Covers using 2-inch Inserts, Complete For	EA	2	\$ 300.00	\$ 600.00	65.00	\$ 130.00	1,000.00	\$ 2,000.00	950.00	\$ 1,900.00	100.00	\$ 200.00
16	Adjust Existing Wastewater Manhole Rings with 38-inch Diameter Covers using 2-inch Inserts, Complete For	EA	2	\$ 300.00	\$ 600.00	65.00	\$ 130.00	1,500.00	\$ 3,000.00	1,400.00	\$ 2,800.00	150.00	\$ 300.00
17	Adjust 7-inch Existing Water Valve Boxes, Complete For	EA	1	\$ 100.00	\$ 100.00	25.00	\$ 25.00	750.00	\$ 750.00	450.00	\$ 450.00	50.00	\$ 50.00
18	Adjust 7.25-inch Existing Water Valve Boxes, Complete For	EA	5	\$ 100.00	\$ 500.00	25.00	\$ 125.00	750.00	\$ 3,750.00	450.00	\$ 2,250.00	50.00	\$ 250.00
19	Adjust 7.5-inch Existing Water Valve Boxes, Complete For	EA	10	\$ 100.00	\$ 1,000.00	25.00	\$ 250.00	750.00	\$ 7,500.00	450.00	\$ 4,500.00	50.00	\$ 500.00
20	Remove and Replace Existing Curb and Gutter near 1410 N Penelope, Complete For	LF	37	\$ 40.00	\$ 1,480.00	35.55	\$ 1,315.35	250.00	\$ 9,250.00	150.00	\$ 5,550.00	25.00	\$ 925.00
21	Provide 24-inch TY-I White Solid Stop Bar Pavement Marking, Complete For	LF	42	\$ 8.00	\$ 336.00	15.00	\$ 630.00	15.00	\$ 630.00	11.00	\$ 462.00	10.00	\$ 420.00
22	Provide 4-inch TY-I Double Yellow Solid Pavement Marking, Complete For	LF	4,300	\$ 1.10	\$ 4,730.00	1.50	\$ 6,450.00	0.90	\$ 3,870.00	2.10	\$ 9,030.00	1.90	\$ 8,170.00
23	Provide 8-inch TY-I White Solid Pavement Marking, Complete For	LF	310	\$ 1.75	\$ 542.50	2.00	\$ 620.00	0.90	\$ 279.00	2.75	\$ 852.50	2.50	\$ 775.00
24	Provide TY II-A-A Raised Pavement Markers (Yellow), Complete For	EA	110	\$ 10.00	\$ 1,100.00	6.00	\$ 660.00	8.50	\$ 935.00	4.40	\$ 484.00	4.00	\$ 440.00
25	Provide TY II-B-B Raised Pavement Markers (Blue), Complete For	EA	10	\$ 25.00	\$ 250.00	6.00	\$ 60.00	8.50	\$ 85.00	16.50	\$ 165.00	15.00	\$ 150.00
26	Items Requested by Owner Not Identified in the Contract, Complete For	LS	1	\$ 10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00
TOTAL				\$ 802,665.10		\$ 495,112.14		\$ 826,470.95		\$ 720,686.50		\$ 650,082.95	

BID SUMMARY				Wheeler, Belton, Texas		Austin Materials, Austin, Texas		Alpha Paving, Round Rock, Texas		Lone Star Paving, Austin, Texas	
Base Bid				\$ 495,112.14		\$ 826,470.95		\$ 720,686.50		\$ 650,082.95	
Did Bidder Acknowledge Addendum No. 1?				YES		YES		YES		YES	
Did Bidder Provide 5% Bid Security?				YES		YES		YES		YES	

I hereby certify that this is a correct and true tabulation of all bids received for the 2018 Street Overlay Project.

STATE OF TEXAS

ANGELLIA C. POINTS

115965

PROFESSIONAL ENGINEER

Angellia C. Points
City Engineer
City of Belton

Date

2/14/18