



City of Belton, Texas

**City Council Meeting Agenda
Tuesday, June 8, 2021 - 5:00 p.m.
Smith Room at the Harris Community Center
401 N. Alexander, Belton, Texas**

1. Call to order.

Executive Session

2. 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 551.071, Consultation with Attorney.
3. Adjourn.



City of Belton, Texas

**City Council Meeting Agenda
Tuesday, June 8, 2021 - 5:30 p.m.
Wright Room at the Harris Community Center
401 N. Alexander, Belton, Texas**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Guy O'Banion.

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

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

Invocation. The Invocation will be given by Mayor Wayne Carpenter.

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.

Consent Agenda

Items 3-7 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.

3. Consider minutes of previous meetings:
 - A. May 25, 2021, City Council Meeting.

B. May 26, 2021, City Council Strategic Plan Workshop Meeting.

4. Consider an appointment to the Planning and Zoning Commission.
5. Consider authorizing the City Manager to execute the Temple-Belton Wastewater Treatment Plant – Odor Control Settlement Agreement.
6. Consider a Façade Improvement Grant Application to renovate the property at 110 N. Main Street.
7. Consider authorizing the City Manager to execute the amended and restated Communications Agreement between Bell County and the Cities of Belton, Harker Heights, Killeen and Temple.

Miscellaneous

8. Consider authorizing the City Manager to execute an amended professional services agreement with Kasberg, Patrick and Associates for design modifications to Phase II improvements to the Temple-Belton Wastewater Treatment Plant.

FY2022 Budget

9. Conduct a work session on FY2022 budget considerations including, but not limited to, the following funds:
 - A. General Fund
 - B. Debt Service Fund
 - C. Information Technology Fund
 - D. Building Maintenance Fund
 - E. Hotel/Motel Fund

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, Texas

**City Council Meeting Agenda
Tuesday, June 8, 2021 - 5:30 p.m.
Wright Room at the Harris Community Center
401 N. Alexander, Belton, Texas**

OFFICE OF THE CITY MANAGER

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Guy O'Banion.

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

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

Invocation. The Invocation will be given by Mayor Wayne Carpenter.

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.

Consent Agenda

Items 3-7 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.

3. **Consider minutes of previous meetings:**

A. **May 25, 2021, City Council Meeting.**

B. **May 26, 2021, City Council Strategic Plan Workshop Meeting.**

Copies of the minutes are attached. Recommend approval.

4. **Consider an appointment to the Planning and Zoning Commission.**

See Staff Report from City Clerk Amy Casey. Recommend appointment of Nicole Fischer to replace Ty Hendrick who is moving out of Belton.

5. **Consider authorizing the City Manager to execute the Temple-Belton Wastewater Treatment Plant – Odor Control Settlement Agreement.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the agreement as presented.

6. **Consider a Façade Improvement Grant Application to renovate the property at 110 N. Main Street.**

At its meeting on May 20, 2021, the Historic Preservation Commission unanimously recommended approval of this FIG, and Staff concurs.

7. **Consider authorizing the City Manager to execute the amended and restated Communications Agreement between Bell County and the Cities of Belton, Harker Heights, Killeen and Temple.**

See Staff Report from City Manager Sam Listi. Recommend approval of the amended Communications Agreement as presented.

Miscellaneous

8. **Consider authorizing the City Manager to execute an amended professional services agreement with Kasberg, Patrick and Associates for design modifications to Phase II improvements to the Temple-Belton Wastewater Treatment Plant.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the amended agreement as presented.

FY2022 Budget

9. **Conduct a work session on FY2022 budget considerations including, but not limited to, the following funds:**

- A. General Fund
- B. Debt Service Fund
- C. Information Technology Fund
- D. Building Maintenance Fund
- E. Hotel/Motel Fund

See Staff Report from Director of Finance Mike Rodgers. No action is required of the Council at this time.

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.

Belton City Council Meeting
May 25, 2021 – 5:30 P.M.

The Belton City Council met in regular session in the Wright Room of the Harris Community Center. Members present included Mayor Wayne Carpenter, Mayor Pro Tem David K. Leigh and Councilmembers Craig Pearson, Dan Kirkley, Guy O'Banion, John R. Holmes, Sr. and Daniel Bucher. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Jon Fontenot, Paul Romer, Chris Brown, Mike Rodgers, Scott Hodde, Bob van Til, Tina Moore, Matt Bates, Kim Kroll and Jo-Ell Guzman.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Dan Kirkley, and the pledge to the Texas Flag was led by Director of Parks and Recreation Matt Bates. The Invocation was given by Councilmember Craig Pearson.

1. **Call to order.** Mayor Carpenter called the meeting to order at 5:31 p.m.

2. **Presentation of Council pay for 2020-2021.** *(Audio 2:16)*

The City Council received their annual pay in the amount of \$1.00 for the past year of service to the citizens of Belton.

3. **Presentation of Waste Management Scholarships to Belton ISD graduating seniors.** *(Audio 6:11)*

Public Information Officer Paul Romer outlined the scholarship process, and Paul Daugereau of Waste Management presented the scholarship money to this year's recipients: Audrey Haffner, Cade Elkins and Ruben Jimenez.

4. **Presentation of Presidential Volunteer Service Awards to members of the Belton Fire Corps.** *(Audio 15:15)*

Fire Chief Jon Fontenot presented Presidential Volunteer Service Awards to Belton Fire Corps members James McGowan, Brian Williams, Donna Aregood and DeShon Williams.

5. **Public Comments.** *(Audio 22:01)*

Todd Scott, Riley Scott Construction, discussed development cost issues within Bell County now and into the future.

Consent Agenda

Items 6-9 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. *(Audio 28:46)*

6. **Consider minutes of May 11, 2021, City Council meeting.**
7. **Consider appointments to the following Boards and Commissions:**
 - A. **Ethics Commission**: Bert Peebles, Mark Fitzwater, Larry Pointer, Mike Miller, Craig Hammonds, Nicholas Rabroker, Rucker Preston (replacing Tyson McLaughlin)
 - B. **Planning and Zoning Commission**: Quinton Locklin, David Jarratt, Dave Covington and Zachary Krueger
 - C. **Parks Board**: Diane Ring, Jason Wolfe and Ted Smith
8. **Consider a resolution of support for HB 532 designating a portion of State Highway Loop 121 in Belton, Texas, as Deputy Sheriff John Rhoden Memorial Highway, in addition to any other designation.**
9. **Consider a resolution adopting an Affirmative Fair Housing Marketing Plan and a Waitlist Policy related to the Texas Home Investment Partnerships HRA Program Application.**

Councilmember Kirkley asked that Consent Agenda Item #8 be pulled for discussion.

Upon a motion by Councilmember Kirkley, and a second by Councilmember Holmes, Consent Agenda Items #6, #7 and #9, including the following captioned resolution, were unanimously approved upon a vote of 7-0.

RESOLUTION 2021-19-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE ADOPTION OF AN AFFIRMATIVE FAIR HOUSING MARKETING PLAN AND A WAITLIST POLICY IN REGARDS TO THE TEXAS HOME INVESTMENT PARTNERSHIPS HRA PROGRAM APPLICATION BY THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PARTICIPATION IN THE HOME PROGRAM HRA RESERVATION SYSTEM.

City Manager Sam Listi presented Consent Agenda Item #8. *(Audio 30:29)*

Upon a motion by Councilmember Kirkley, and a second by Councilmember Pearson, Consent Agenda Item #8, including the following captioned resolution, was unanimously approved upon a vote of 7-0.

RESOLUTION NO. 2021-18-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, EXPRESSING SUPPORT FOR HB 532 WHICH DESIGNATES A PORTION OF STATE HIGHWAY LOOP 121 AS DEPUTY SHERIFF JOHN RHODEN MEMORIAL HIGHWAY, IN ADDITION TO ANY OTHER DESIGNATION.

Planning and Zoning

10. **Hold a public hearing and consider a zoning change from Single Family-2 (SF-2) District to Planned Development - Single Family-2 (PD-SF-2) on approximately 0.338 acres located at 514 E. Avenue R, located at the northwest corner of Miller Street and East Avenue R, described as Charlie Miller Addition, Block 001, Lot Pt. 2. (Audio 32:18)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion by Councilmember Kirkley, and a second by Councilmember Pearson, 514 E. Avenue R was rezoned to Planned Development – Single Family-2 (PD-SF-2) District upon a vote of 7-0 with the following conditions:

- The use of the property shall conform to the Single Family-2 Zoning District in all respects, except as follows:
 - A 7,200 minimum lot area is allowed.
 - A minimum depth of 80' is allowed.
 - A 15' rear yard setback is allowed.
 - A 15' front yard setback is allowed along East Avenue R for Lot 2.
- A replat is required.

ORDINANCE NO. 2021-09

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM SINGLE FAMILY RESIDENTIAL – 2 DISTRICT WITH A CONSERVATION REVITALIZATION OVERLAY TO A PLANNED DEVELOPMENT SINGLE FAMILY-2 DISTRICT FOR A 0.126 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 11 DESIGN STANDARDS.

11. **Hold a public hearing and consider a zoning change from Single Family Residential-1 District to a Planned Development – Single Family Residential-1 District to allow an alternative roof pitch on 6.011 acres located on East 25th Avenue, described as the Guess Dulany subdivision, Block 1, Lots 1-11. (Audio 41:43)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

After some discussion amongst Council, applicant Larry Guess, 504 Mitchell, was invited to discuss his vision for this subdivision related to the lower pitch roofs.

Councilmember Kirkley made a motion for approval of the rezoning which was seconded by Councilmember O'Banion. The motion failed upon a vote of 3-4. Councilmembers Kirkley, Pearson and O'Banion voted in favor of the rezoning, and Mayor Carpenter, Mayor Pro Tem Leigh and Councilmembers Holmes and Bucher voted against the rezoning. Therefore, the Guess Dulany Subdivision, Block 1, Lots 1-11, was not rezoned to Planned Development – Single Family-1 (PD-SF-1) District.

12. **Hold a public hearing and consider a zoning change from Single Family-1 (SF-1) District to Multiple Family (MF) District on approximately 0.7551 acres located at 710 Shine Street and described as Belton Original, Block 131, Lot 7, Pt. 8, (S Pt. of 8), Tract C. (Audio 1:04:14)**

Planner Tina Moore presented this item.

Public Hearing: Edward Vallejo, 117 S. Main, Apt. B, McGregor, spoke in favor of the zoning change. No one else spoke for or against.

Upon a motion by Councilmember Holmes, and a second by Mayor Pro Tem Leigh, 710 Shine Street was rezoned to Multi-Family (MF) District upon a vote of 7-0 with the following conditions:

- The use of the property shall conform to the Multi-Family Zoning District in all respects.
- The development of the property shall conform to all applicable Type Area 3 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance.
- A final subdivision plat meeting the requirements of the adopted Subdivision Ordinance is required.

ORDINANCE NO. 2021-11

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM SINGLE FAMILY-1 (SF-1) DISTRICT TO MULTIPLE FAMILY (MF) DISTRICT ON APPROXIMATELY 0.7551 ACRES LOCATED AT 710 SHINE STREET, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 3 DESIGN STANDARDS

There being no further business, the Mayor adjourned the meeting at 6:42 p.m.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

**Belton City Council Workshop Meeting
May 26, 2021 – 1:00 P.M.**

The Belton City Council met in workshop session in the Wright Room of the Harris Community Center with the following members present: Mayor Wayne Carpenter, Mayor Pro Tem David K. Leigh and Councilmembers Craig Pearson, Dan Kirkley, John R. Holmes, Sr., Guy O'Banion and Daniel Bucher. Staff present included Sam Listi, Amy Casey, Gene Ellis, Mike Rodgers, Bob van Til, Jon Fontenot, Paul Romer, Chris Brown, Judy Garrett, Angellia Points, Scott Hodde, Charlotte Walker, Kim Kroll, Judy Garrett, Cynthia Hernandez and Matt Bates.

1. **Call to order.** Mayor Carpenter called the meeting to order at 1:02 p.m.
2. **Conduct a Belton City Council Strategic Plan Workshop.** *(Audio 0:17)*

City Manager Sam Listi facilitated the workshop which followed the outline attached as Exhibit "A."

The Council took a break from 3:20 PM until 3:35 PM. Upon returning from the break, the audio was not resumed. During this time, Director of Finance Mike Rodgers presented the financial information shown in Exhibit "B."

The audio resumes at 2:20:15 with Mr. Rodgers explaining new legislation.

3. **Adjourn.** Mayor Carpenter adjourned the meeting at 4:45 p.m.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

Agenda
Strategic Plan Update
FY 2022 – FY 2026
May 26, 2021
1:00 pm – 5:00 pm

	ITEM	MINUTES
I.	Review FY 2021 – 2025 Plan Update Process and Goal Setting leading to Strategic Plan Achievements in 2021, and Goals to 2025	10
II.	Outline FY 2022 – 2026 Strategic Plan Update Process: City Manager Overview and Council Goals Reset	10
III.	Review Strategic Plan Topics of Essential Importance by City Council	20
IV.	Review Strategic Plan Topics of Essential Importance by Management:	80 Total
	1. Governance: City Manager and Director of Planning	15
	2. Public Safety: Police Chief and Fire Chief	15
	3. Quality of Life: Director of Public Works	15
	4. Economic Dev: BEDC Exec. Director & CVB/Retail Coord	15
	5. Connectivity: Director of IT Services	10
	6. Parks/Natural Beauty: Director of Parks and Recreation	10
	BREAK @ 3:00 pm – 3:15 pm	15
V.	Address City Financial Management Topics – Property Tax, Sales Tax, Budget for FY 2021 and 2022; Near Term/Long Term Trends:	45
	1. FY 2021 Forecast	
	2. FY 2022 Preliminary Budget	
	3. Multi-Year Financial Trends	
	4. Current 5 Year CIP	
	5. \$4.9 M American Rescue Plan Funding	
	6. Likely Debt Needs: TBWWTP; 13 th /College; 6 th Avenue; Utility Needs	
	7. Funding Options – GO/CO with tax rate implications; Grants; BEDC partnerships; Future TIRZ	
	8. Community and Financial Sustainability	
VI.	Address Strategic Plan Goals Reset	45
	1. Discuss Goals and Prioritize	
	2. Seek Consensus on Council Goals Reset	
	3. Next Steps	
VII.	Closing/Adjourn	15

STRATEGIC PLAN UPDATE:

FINANCIAL MANAGEMENT TOPICS

May 26, 2021

1

1

FY 2021 YEAR-END ESTIMATES

General Fund

	Budget	Estimate
Balance, 9/30/20	\$7,128,597	\$7,128,597
Revenue	15,879,702	15,935,868
Expense	(16,759,269)	(16,213,669)
Change	(879,567)	(277,801)
Balance, 9/30/21	\$6,249,030	\$6,850,796

Water & Sewer Fund

	Budget	Estimate
Balance, 9/30/20	\$6,660,027	\$6,660,027
Revenue	9,003,733	9,977,727
Expense	(8,989,710)	(9,281,208)
Change	14,023	696,519
Balance, 9/30/21	\$6,674,050	\$7,356,546

2

2

FY 2022 PRELIMINARY BUDGET

Bell CAD estimates a 7.26% increase in total taxable value to \$1,529,948,477

Sales tax revenue is expected to grow by six percent

General Fund personnel costs increase by \$977,000

▪ Non-civil service merit increases	\$196,000	Police pay scale changes	\$168,000
▪ Civil service step – PD	\$109,000	Civil service steps - FD	\$ 50,000
▪ Fire pay scale changes	\$113,000	Health insurance (15%)	\$164,000
▪ Employment taxes	\$102,000	TMRS	\$ 75,000

Utility rates remain stable

Utility Fund contributes \$900,000 towards capital projects

3

3

FY 2022 PRELIMINARY BUDGET

General Fund

	Budget
Balance, 9/30/21	\$6,850,796
Revenue	16,853,097
Expense	(16,787,060)
Change	66,037
Balance, 9/30/22	\$6,916,833

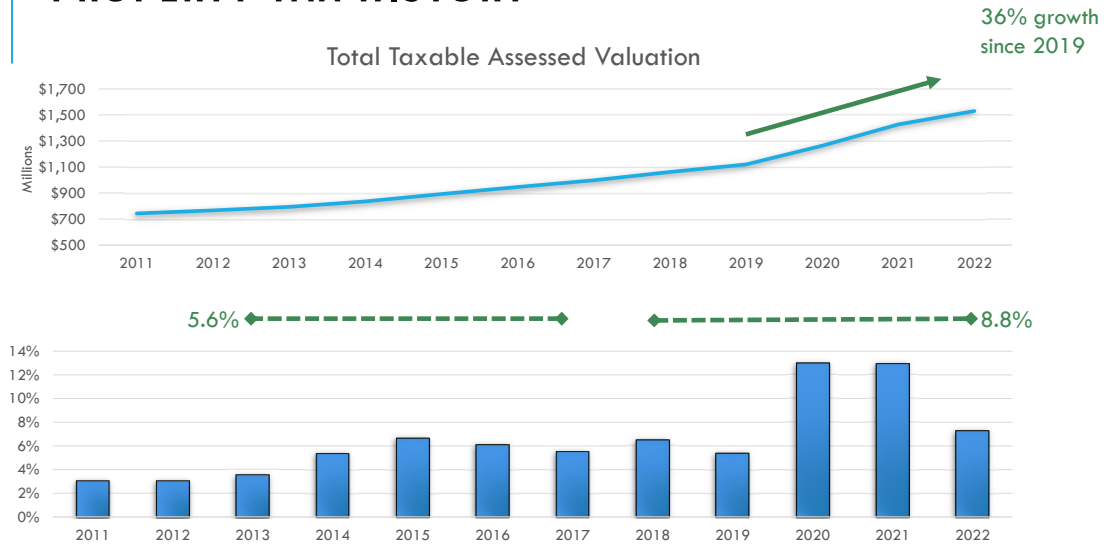
Water & Sewer Fund

	Budget
Balance, 9/30/21	\$7,356,546
Revenue	10,513,584
Expense	(10,067,548)
Change	446,036
Balance, 9/30/22	\$7,802,582

4

4

PROPERTY TAX HISTORY



5

5

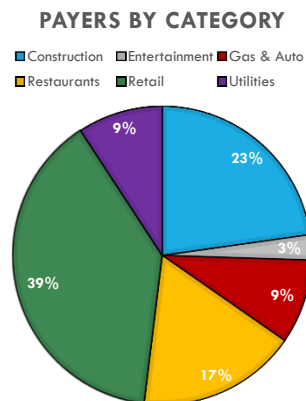
TOP 100 SALES TAX PAYERS

Top 100 made up 77% of the \$6,140,000 collected in FY 2020

39% of the sales from the Top 100 came from the retail sector

Construction followed with 23%

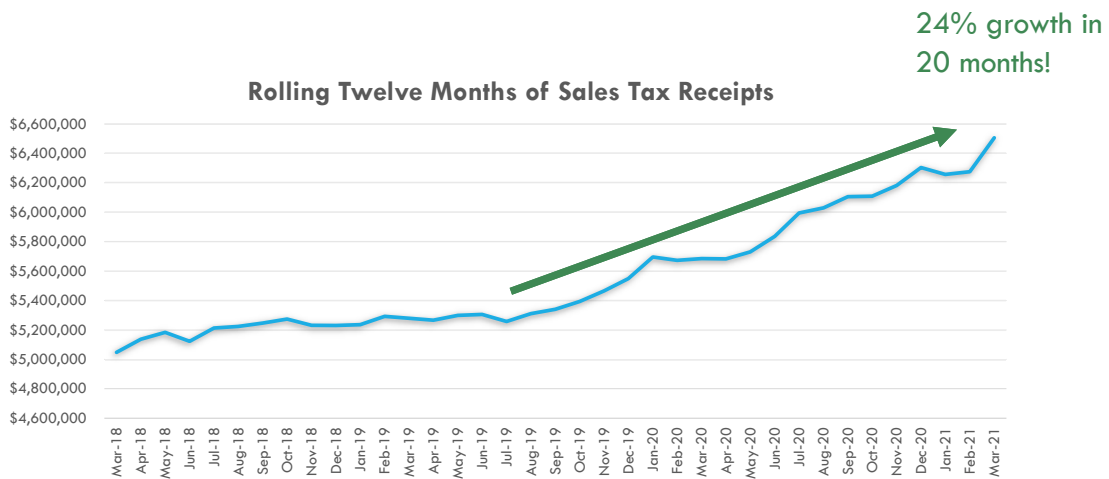
Restaurants comprised 17% of the Top 100



6

6

SALES TAX HISTORY



7

HIGHLIGHTS OF THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP)

\$70,664,850 of projects have been identified for the next five years

High dollar projects include

- Heritage Park and Park Lane Improvements
- Connell Street Reconstruction
- E 6th Avenue Beautification
- Toll Bridge Road Reconstruction
- Temple-Belton WWTP Phase II

\$48,100,000 of bonds may be issued over the five-year term

8

GENERAL GOVERNMENT PROJECTS

Project Type/ Project Summary	Estimated Project Expenditures by Fiscal Year Ending					
	2022	2023	2024	2025	2026	Total
Public Safety Projects						
Police Department South Parking Lot	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
Police Department Secured Parking	-	-	30,000	-	-	30,000
Police Department Roof Replacement	-	-	325,000	-	-	325,000
City Facility Generators	105,000	-	-	-	-	105,000
Total Public Safety Projects	105,000	30,000	355,000	-	-	490,000
Parks and Recreation Projects						
Heritage Park and Park Lane Improvements	4,308,850	-	-	-	-	4,308,850
Library Interior Renovation	-	250,000	-	-	-	250,000
Standpipe Park	-	-	240,000	-	-	240,000
Historic Standpipe Restoration	-	240,000	-	-	-	240,000
Exercise and Playground Equipment for Parks	-	88,000	-	-	-	88,000
Splash Pad Improvements	-	90,000	-	-	-	90,000
Nolan Creek Hike & Bike Trail Replacement	-	36,000	-	-	-	36,000
Total Parks and Recreation Projects	4,308,850	704,000	240,000	-	-	5,252,850
Streets and Sidewalks Projects						
W Avenue D Extension	-	-	-	1,760,000	-	1,760,000
Southwest Pkwy Extension over Mitchell Branch	-	-	1,346,000	-	-	1,346,000
W 13th Avenue and N College Reconstruction	350,000	1,000,000	-	-	-	1,350,000
S Pearl and E Avenue J Reconstruction	-	-	-	750,000	-	750,000
Connell Street Reconstruction	-	973,000	6,527,000	-	-	7,500,000
Brenda Lane Reconstruction	-	-	1,000,000	-	-	1,000,000
E 13th Avenue Sidewalks	110,000	662,000	-	-	-	772,000
S Penelope Sidewalks	-	-	40,000	250,000	-	290,000
E 6th Avenue Beautification	-	1,450,000	1,000,000	8,550,000	-	11,000,000
E 24th Avenue Widening at Main Street	-	-	-	-	1,000,000	1,000,000
Toll Bridge Road Reconstruction	-	-	5,050,000	3,950,000	-	9,000,000
Total Streets and Sidewalks Projects	460,000	4,085,000	14,963,000	15,260,000	1,000,000	35,768,000
Total Expenditures For All Projects	\$ 4,873,850	\$ 4,819,000	\$ 15,558,000	\$ 15,260,000	\$ 1,000,000	\$ 41,510,850

9

9

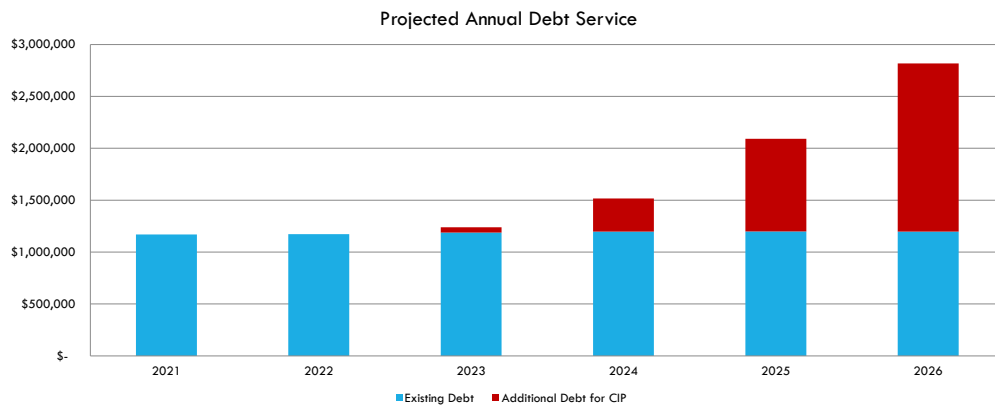
GENERAL GOVERNMENT PROJECTS

Sources of Funding	Estimated Funding Amount by Fiscal Year					
	2022	2023	2024	2025	2026	Total
Bond Issuances	\$ -	\$ 2,805,000	\$ 6,585,000	\$ 13,250,000	\$ 1,000,000	\$ 23,640,000
Grants	750,000	342,000	-	-	-	1,092,000
Operating Fund Revenues	-	244,000	190,000	250,000	-	684,000
BEDC Funding	-	-	-	1,760,000	-	1,760,000
TIRZ Funding	3,558,850	973,000	3,733,000	-	-	8,264,850
Other Funding	565,000	355,000	5,050,000	-	-	5,970,000
Total Funding For All Projects	\$ 4,873,850	\$ 4,719,000	\$ 15,558,000	\$ 15,260,000	\$ 1,000,000	\$ 41,410,850

10

10

PROPERTY TAX-SUPPORTED DEBT PROJECTION



11

11

UTILITY PROJECTS

Project Type/ Project Summary	Estimated Project Expenditures by Fiscal Year Ending					
	2022	2023	2024	2025	2026	Total
Water Projects						
6th Avenue Water Line Replacement	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 850,000
Old Golf Course Road Water Line	-	-	-	1,179,000	-	1,179,000
North Main Street Water Line Relocation	-	-	-	-	500,000	500,000
North Belton Elevated Storage Tank	-	-	3,000,000	-	-	3,000,000
Mary Jane Water Line Replacement	-	-	350,000	-	-	350,000
E Central Water Line Upsize	-	-	-	250,000	-	250,000
20 1/2 Water Line Replacement	100,000	-	-	-	-	100,000
Boyles Water Line	-	750,000	-	-	-	750,000
S Pearl Water Line	-	-	-	150,000	-	150,000
N Blair/Flat/Walker Looped Water Service	-	-	-	-	300,000	300,000
Loop 121 Pump Station Pump and Motor	100,000	-	-	-	-	100,000
Sparta Road Pump Replacements	-	-	-	-	750,000	750,000
Loop 121 Utility Relocations Phase II	-	-	-	-	2,000,000	2,000,000
Total Water Projects	1,050,000	750,000	3,350,000	1,579,000	3,650,000	10,279,000
Wastewater Projects						
Lift Station Generators	450,000	-	-	-	-	450,000
Temple-Belton WWTP Phase II	-	7,750,000	-	-	-	7,750,000
IH-14/FM 1670 Sewer Extension	-	1,100,000	-	-	-	1,100,000
Continental Lift Station Offload	-	600,000	-	-	-	600,000
Main Belton Lift Station Force Main	-	-	-	900,000	-	900,000
McFarland Estates Water/Sewer Improvements	1,000,000	-	-	-	-	1,000,000
Mary Jane and E Ave J Sewer	-	-	400,000	-	-	400,000
W Ave A Sewer Replacement	450,000	-	-	-	-	450,000
E Ave M Sewer Replacement	-	-	-	500,000	-	500,000
W Ave B near Mitchell Sewer Line	-	-	-	250,000	-	250,000
Hilltop Sewer Replacement	-	-	-	-	250,000	250,000
Mitchell Branch Sewer Upsize/Interceptor	-	3,300,000	-	-	-	3,300,000
Total Wastewater Projects	1,900,000	12,750,000	400,000	1,650,000	250,000	16,950,000
Drainage Projects						
E 4th Ave/N Blair Drainage	-	1,125,000	-	-	-	1,125,000
Liberty Hill Subdivision Culvert	-	-	-	500,000	-	500,000
Mesquite Road Drainage	-	-	-	400,000	-	400,000
Total Drainage Projects	-	1,125,000	-	900,000	-	2,025,000
Total Expenditures For All Projects	\$ 2,950,000	\$ 14,625,000	\$ 3,750,000	\$ 4,129,000	\$ 3,800,000	\$ 29,254,000

12

12

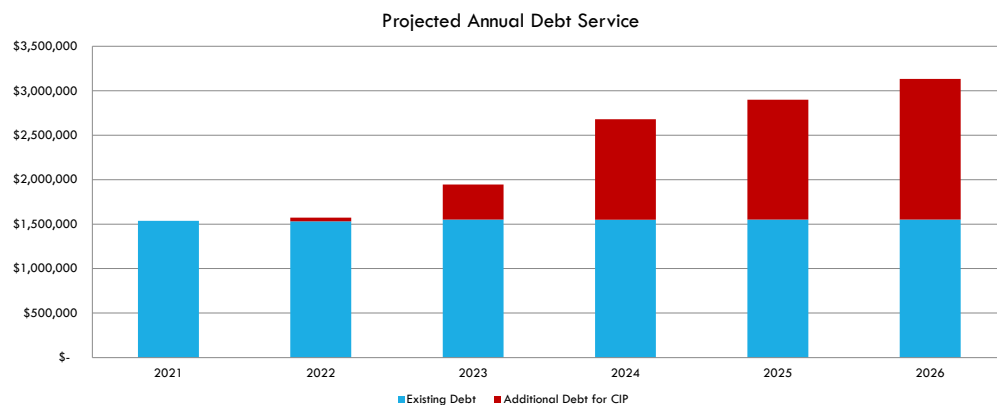
UTILITY PROJECTS

Sources of Funding	Estimated Funding Amount by Fiscal Year					Total
	2022	2023	2024	2025	2026	
Bond Issuances	\$ 2,300,000	\$ 12,925,000	\$ 3,000,000	\$ 3,479,000	\$ 2,750,000	\$ 24,454,000
Grants	-	-	-	-	-	-
Operating Fund Revenues	900,000	600,000	750,000	650,000	1,050,000	3,950,000
BEDC Funding	-	1,100,000	-	-	-	1,100,000
TIRZ Funding	-	-	-	-	-	-
Other Funding	-	-	-	-	-	-
Total Funding For All Projects	\$ 3,200,000	\$ 14,625,000	\$ 3,750,000	\$ 4,129,000	\$ 3,800,000	\$ 29,504,000

13

13

UTILITY REVENUE-SUPPORTED DEBT PROJECTION



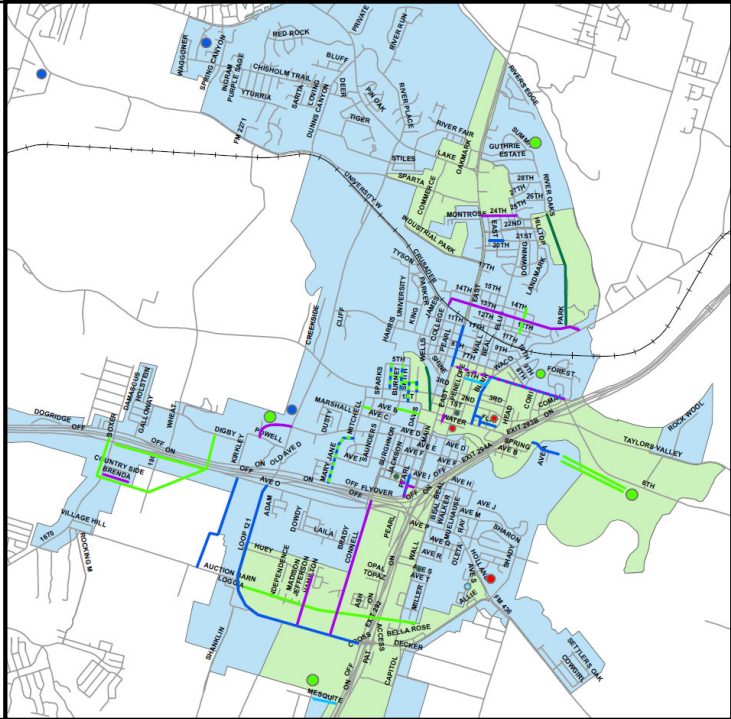
14

14

2022-2026 CAPITAL IMPROVEMENT PROJECTS

Legend

- Water Projects
- Wastewater Projects
- Drainage Projects
- Public Safety Projects
- Parks and Recreation Projects
- Streets and Sidewalks Projects

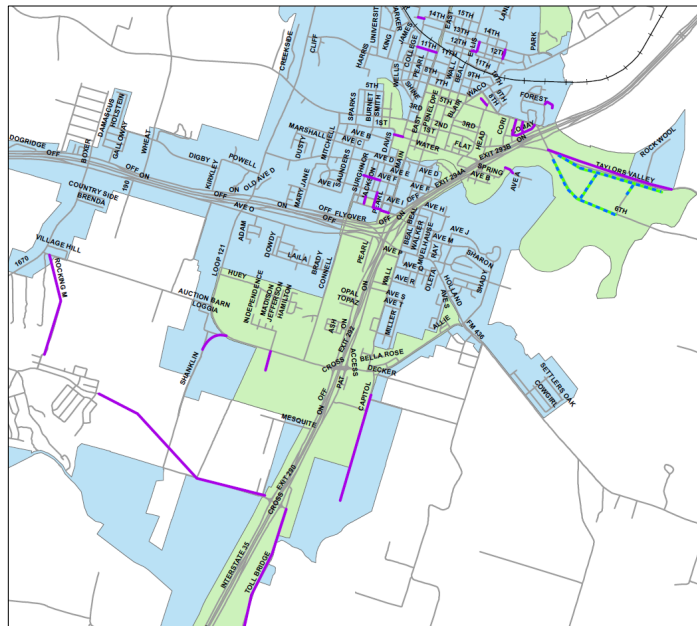


15

THE OUT YEARS...

STREETS
RECONSTRUCTIONS
ESTIMATED \$6M
EXTENSIONS
COST TBD

WATER/WASTEWATER
PROJECTS TBD



16

16

FIVE-YEAR FORECAST ASSUMPTIONS

Revenues

- Seven percent annual property valuation growth with fifteen percent annual increase in TIRZ
- \$0.63/\$100 tax rate each year
- Sales tax revenue increases five percent each year
- Other revenues increase from 2% to 10% annually

Expenditures

- Salary and wages increase 3.2% each year
- Health insurance premiums increase seven percent each year
- Non-personnel costs increase by 2.5% with cash-funded projects added
- No new positions added from 2023 to 2026

17

17

FIVE-YEAR FORECAST WITH 7% PROPERTY GROWTH RATE

	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$7,128,597	\$6,850,796	\$6,916,833	\$7,122,329	\$7,713,702	\$8,303,857
Revenue	15,935,868	16,853,097	17,770,455	18,654,951	19,285,827	19,814,458
Expenditures	(16,213,869)	(16,787,060)	(17,564,959)	(18,063,578)	(18,695,672)	(19,038,030)
Increase/(Decrease)	(277,801)	66,037	205,496	591,373	590,155	776,429
Ending Fund Balance	\$6,850,796	\$6,916,833	\$7,122,329	\$7,713,702	\$8,303,857	\$9,080,285
% of Expenditures	42.25%	41.20%	40.55%	42.70%	44.42%	47.70%

18

18

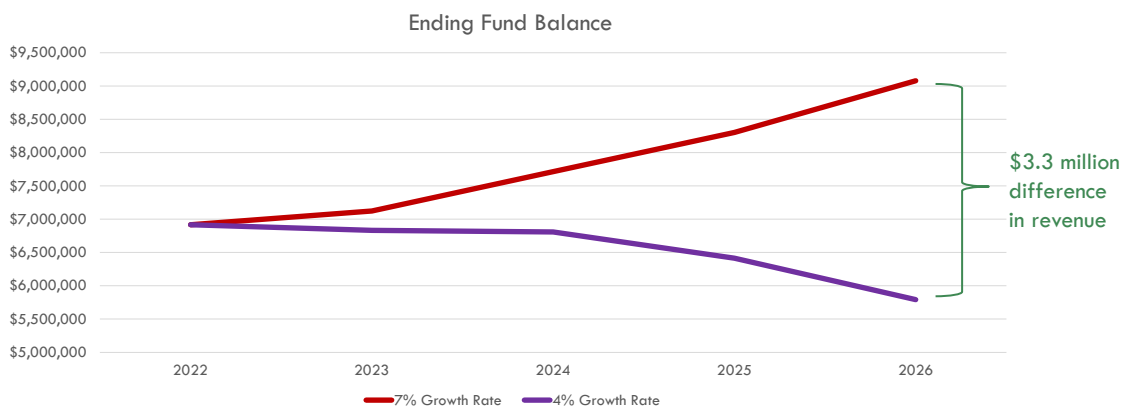
FIVE-YEAR FORECAST WITH 4% PROPERTY GROWTH RATE

	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$7,128,597	\$6,850,796	\$6,916,833	\$6,833,116	\$6,808,256	\$6,414,012
Revenue	15,935,868	16,853,097	17,781,242	18,038,718	18,301,428	18,417,063
Expenditures	(16,213,869)	(16,787,060)	(17,564,959)	(18,063,578)	(18,695,672)	(19,038,030)
Increase/(Decrease)	(277,801)	66,037	(83,717)	(24,860)	(394,244)	(620,966)
Ending Fund Balance	\$6,850,796	\$6,916,833	\$6,833,116	\$6,808,256	\$6,414,012	\$5,793,045
% of Expenditures	42.25%	41.20%	38.90%	37.69%	34.31%	30.43%

19

19

FIVE-YEAR FORECAST COMPARISON



20

20

AMERICA RESCUE PLAN FUNDING

City of Belton has been allocated \$4.9 million

Funds can be used for a wide variety of things

- Address the negative economic impacts of COVID
- Support public health response
- Premium pay for essential workers
- Water, sewer, and broadband infrastructure
- Replace public sector revenue loss

All funds must be spent or obligated before December 31, 2024

21

21

CONCLUSION

The City of Belton is in good financial shape with healthy reserves in major operating funds

Atypical circumstances make the “new normal” difficult to predict

Significant capital expenditures are expected in the near term which will drive the need for additional debt

BEDC has been and remains a good partner on important infrastructure projects

A contemplated TIRZ boundary expansion and term extension will help fund important capital projects in the future

22

22



Staff Report – City Council Agenda Item

Agenda Item #4

Consider an appointment to the Planning and Zoning Commission.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Ty Hendrick has announced that he will resign from the Planning and Zoning Commission following the June meeting. He is purchasing a house outside of Belton. Mayor Carpenter is recommending that he be replaced by Nicole Fischer who is currently serving as an alternate on the Buildings and Standards Commission. The Planning Department has stated that a replacement for Ms. Fischer is not needed at this time as there are currently two other alternates on that Commission. Ms. Fischer will complete Mr. Hendrick's unexpired term ending May 28, 2022.

Fiscal Impact: None

Recommendation: Recommend approval of the appointment.

Attachments: None



Staff Report – City Council Agenda Item

Agenda Item #5

Consider adopting a resolution approving a Release Agreement between the City of Temple, City of Belton, and Kasberg, Patrick & Associates related to the Odor Control System at the Temple-Belton Wastewater Treatment Plant.

Originating Department

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

Background

The Temple-Belton Wastewater Treatment Plant (TBWWTP) was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton. The Texas Commission on Environmental Quality (“TCEQ”) requires wastewater plants to complete steps toward expansion at specific inflow thresholds. In 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion.

On August 23, 2011, Council authorized Kasberg, Patrick & Associates, LP (KPA) to prepare a preliminary engineering report (PER) for the TBWWTP to determine what steps were required for the plant expansion. On October 15, 2015, Council authorized an agreement with KPA in the total amount of \$1,341,555 (Belton’s 25% share was \$335,388.75) for professional services to design and bid **Phase I** of the expansion. This original scope of services consisted of designing and bidding a new headworks facility, odor control units, and all the services necessary for the initial plant construction of the new facilities. KPA subcontracted with AECOM to design the odor control portion. In September 2017, Council authorized a construction contract with Archer Western Construction (“Archer”) to construct Phase 1 of the TBWWTP Expansion Project for a lump sum price of \$12,122,418 (Belton’s 25% share was \$3,030,604.50). Archer subcontracted with ECS to construct the odor control portion. The project is complete, but the odor control system (the “System”) does not operate as intended.

In an effort to obtain a working System as quickly as possible, all parties agreed to work together to resolve the issue. KPA issued a performance specification to address the deficiencies in the System, and Archer provided a no-cost change order outlining modification to the System and for the repair and/or remediation of the defects or deficiencies in the System. KPA and AECOM agree to fully fund the cost of the repairs to the System, and in exchange, and only after the new System is proven to be operational and functioning as intended, the Cities of Temple and Belton agree to release KPA from any further liability for the original System. However, the new System will be covered by a

warranty, and KPA and AECOM will also remain liable for any fault in the design or construction of the new System.

Fiscal Impact

There is no fiscal impact to the City. There is no exchange of funds from the City of Temple or City of Belton to KPA, AECOM, Archer, or ECS for this agreement or installation of the new odor control system.

Recommendation

Adopt a resolution approving a Release Agreement between the City of Temple, City of Belton, and Kasberg, Patrick & Associates related to the Odor Control System at the Temple-Belton Wastewater Treatment Plant.

Attachments

Settlement Agreement

RELEASE AGREEMENT

This Release Agreement (this “Agreement”) is made and entered as of May 24, 2021, by, among, and between:

A. The City of Temple, Texas, a political subdivision of the State of Texas, located in Bell County, including its successors, assigns and affiliated entities, employees, representatives, agents, insurers, and attorneys (collectively, “Temple”);

B. The City of Belton, Texas, a political subdivision of the State of Texas, located in Bell County, including its successors, assigns and affiliated entities, employees, representatives, agents, insurers, and attorneys (collectively, “Belton”); and

C. Kasberg, Patrick & Associates, LP, including its successors, assigns and affiliated entities, subsidiaries, related entities, officers, directors, engineers, partners, principals, employees, representatives, agents, subconsultants, insurers, and attorneys (collectively, “Engineer”).

In this Agreement, Temple, Belton and Engineer are sometimes referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Temple and Belton are collective owners of a certain wastewater treatment facility, namely the Temple-Belton Wastewater Treatment Plant located at 2405 E. 6th Street, Belton, Texas 76513;

WHEREAS, pursuant to the Contract Agreement for Professional Services, Temple contracted with Engineer on or about October 21, 2015 to provide civil, mechanical, process, electrical, instrumentation and controls, structural and geotechnical engineering services required for the construction of a new headworks facility and modifications to the existing Orbal Biological

Reactor to restore its biological capacity to 10 Million Gallons per Day (“MGD”) (the “Project”), as more fully described in Engineer’s Proposal, dated September 18, 2015;

WHEREAS, pursuant to the Short Form of Agreement Between Owner and Engineer for Professional Services, Belton contracted with Engineer on or about November 12, 2015 for the same professional services provided to Temple and for the same Project as described hereinabove;

WHEREAS, Temple and/or Belton contracted with Archer Western Construction, LLC (“Archer”) to construct the Project;

WHEREAS, Engineer retained AECOM Technical Services, Inc. (“AECOM”) as a subconsultant to design and specify an odor control system for the Project as set forth in Plan Sheet Nos. DM01, DM02, DM03, DM04, DM05, and DM06, dated July 7, 2017, and Specification Section 11320 (the “Odor Control System”);

WHEREAS, dispute arose among and between the Parties regarding certain alleged defects or deficiencies in the design and/or construction of the Odor Control System at the Project, and more particularly, whether such system performs its intended function, and regarding the replacement of the coverings of the openings in the slide gates at the concrete interface and such replacement being necessary to pull negative pressure from the Odor Control System (the “Dispute”);

WHEREAS, KPA issued a performance specification entitled Section 11320-A Odor Control System Modifications (the “Performance Specification”) in which it specified the modifications to the Odor Control System at the Project to address the alleged deficiencies;

WHEREAS, Archer provided a No-Cost Change Order outlining proposed modifications to the Odor Control System pursuant to the Performance Specification (the “Change Order”), and a proposal detailing the costs associated therewith (the “Proposal”), for the repair and/or

remediation of the defects or deficiencies of the Odor Control System and covering of the openings in the slide gates at the concrete interface at the Project, true copies of which are attached hereto as Exhibits "A" and "B" and incorporated herein by reference as if set forth in full;

WHEREAS, the Change Order incorporates the Performance Specification, a copy of which is attached hereto as Exhibit "C",

WHEREAS, Temple and/or Belton disclaim any and all financial liability arising from the Change Order and Proposal, and claim such liability should be borne by Engineer and/or Archer (the "Claim");

WHEREAS, the Parties hereto assert that they have potential disputes, claims, causes of action and defenses against each other; however, each Party desires to amicably settle all such disputes of every kind or nature, and each desires by this Agreement to finally and fully resolve all such disputes;

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the promises of payment and release herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto have agreed, and do hereby agree, to the following:

AGREEMENTS AND RELEASE

1. **Incorporation Clause.** The above and foregoing preambles are incorporated herein by reference as though fully set forth at length herein.
2. **Agreement by Engineer and AECOM to Fund Cost of Proposal.** Engineer and AECOM agree to provide funding for the cost outlined in the Proposal attached as Exhibit "B" hereto, with all such funds to be paid directly to Archer. Such agreement shall include any additional charges related to the Work outlined in the Proposal, if any.

3. **Good and Valuable Consideration.** Each Party hereby acknowledges that the benefits it derives from this Agreement are good and valuable consideration.

4. **Release by Temple and Belton.** In consideration and exchange for Engineer's payment described in § 2 hereinabove and other good and valuable consideration, the sufficiency of which is acknowledged and agreed to by Temple and Belton, Temple and Belton fully and finally release, acquit, and forever discharge Engineer and its successors, assigns and affiliated entities, subsidiaries, related entities, officers, directors, engineers, partners, principals, employees, representatives, agents, subconsultants, insurers, and attorneys and all other persons and entities in privity with any of them (collectively, the "Releasees"), of and from any and all claims, demands, costs, losses, reimbursements, damages, delay damages, penalties, attorneys' fees, expenses of each and every nature, and all causes of action of any kind whatsoever, whether past, present or future, whether known or unknown, whether in tort, contract, or statutory, whether heretofore or hereafter accruing or arising, that Temple and Belton have, had, or may ever have in the future against any Releasee, in any way related to, arising out of, or in connection with the design and performance of the existing Odor Control System or the Claim. The foregoing release is conditioned upon, and shall only, and automatically, become effective immediately upon the Odor Control System meeting the Operational Performance Requirement in Section 3.03.D of the Performance Specification as tested and confirmed by KPA. However, for clarification, and notwithstanding the foregoing, no party shall be released from any future claims arising from or related to the proposed modifications to the Odor Control System pursuant to the Change Order and/or the Performance Specification or any liability, if any, arising from a deviation of the professional standard of care in issuing the Performance Specification or the failure to perform the

work that is the subject of the Change Order or the Proposal in a good and workmanlike manner or in strict accordance with the plans, specifications and Performance Specification.

5. **No Further Prosecution by Temple or Belton.** Upon the Odor Control System meeting the Operational Performance Requirement in Section 3.03.D. of the Performance Specification, Temple and Belton agree that they shall not hereafter commence or maintain, or voluntarily assist or participate (except as compelled by law) in the prosecution of any action or proceeding before any court, administrative proceeding, arbitration, or other person against Engineer, including its successors, assigns and affiliated entities, subsidiaries, related entities, officers, directors, engineers, partners, principals, employees, representatives, agents, subconsultants, insurers, and attorneys, in whole or in part, in any way related to, arising out of, or in connection with the design and performance of existing Odor Control System or the Claim.

6. **Liability Denied.** The Parties hereby confess and acknowledge that this Agreement is a compromise and settlement of disputed claims and is being entered into solely to avoid the time, expense, uncertainty, and inconvenience of continued dispute, discussion, and potential litigation. Neither the execution of this Agreement nor anything stated herein is to be construed or deemed as an admission of liability, culpability, or wrongdoing on the part of either Party.

7. **NOT USED.**

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, and shall be binding on their respective affiliates, executors, administrators, personal representatives, heirs, successors, and assigns of each. Neither this Agreement, nor any of its recitals, terms or provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement, shall be offered as evidence in any pending or

future claim or pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to enforce this Agreement, or to defend against the assertion of the released claims, or as otherwise required by law. This Agreement has been entered into in reliance upon federal and state law provisions which provide for the inadmissibility of evidence regarding compromise offers and negotiations of a disputed claim.

9. **No Assignment.** The Parties hereby represent and expressly warrant that they have the proper authority to execute this Agreement. The Parties represent that they have made no assignment, pledge, sale, or transfer of any right, title, interest, or claim that is in any way related to the Dispute, the Change Order, or the Claim.

10. **Entire Agreement.** This Agreement constitutes the entire and complete understanding between the Parties as to the subject matter hereof, and no other representation, promise, or agreement shall be binding upon the Parties unless set forth herein, nor shall any modification of this Agreement be binding upon the Parties unless it is in writing and executed by the Parties.

11. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas, and any action relating to or arising from this Agreement shall be brought in the State of Texas. The venue for any dispute arising under this agreement shall be exclusively in Bell County, Texas.

13. **Counterparts.** This Agreement may be executed in multiple facsimile or electronic counterparts, and with facsimile signatures, and all such counterparts shall together be deemed to constitute one final agreement, as if each Party had signed one document. Each such counterpart or a facsimile copy thereof shall be deemed to be an original, binding the Parties subscribed thereto, and multiple signature pages or facsimile signature pages affixed to a single copy of this Agreement shall be deemed to be a fully executed original document.

EFFECTIVE as of the date of the last party to sign, below.

TEMPLE:

CITY OF TEMPLE, TEXAS

By: _____
Brynn Myers, City Manager

Date: _____

Approved as to form:

Kathryn H. Davis, City Attorney

BELTON:

CITY OF BELTON, TEXAS

By: Sam Listi, City Manager

Date: _____

Approved as to form:

John Messer, City Attorney

ENGINEER:

KASBERG, PATRICK & ASSOCIATES, LP

By: Rick Kasberg, P.E., Managing Partner

Date: _____

CHANGE ORDER

PROJECT: **Temple-Belton Wastewater Treatment Plant - Phase I, Headworks & Flow Equalization Improvements**
 OWNER: **Cities of Temple and Belton, Texas**
 CONTRACTOR: **Archer Western**
 ENGINEER: **Kasberg, Patrick & Associates, L P**
 CHANGE ORDER #: **7**

Make the following additions, modifications or deletions to the work described in the Contract Documents:

Additions

Item	Description	Quantity	Unit	Cost	Total
CO7-1	<p>Modifications to the Odor Control System as detailed in Technical Specification 11320-A, dated April 2021. The modifications generally consist of new 12' diameter by 26' tall fiberglass tower with Biopac media, irrigation panel and all pvc piping required for installation, ductwork from top of new bioscrubber to carbon vessel with bypass, recirculation pump, overflow drain assembly and PLC modifications. Two vessels will be removed from site. Additionally, one remaining vessel shall be converted to a Carbon finisher, including replacement of the existing spent carbon. Warranty (1 year) shall begin at acceptance of construction per the Contract. Odor Control manufacturer/supplier will provide a one year performance guarantee (remove 99% of hydrogen sulfide) per the Technical Specification 11320-A. Payment for the costs for these modifications has been addressed through an agreement outside of the contract. This item includes the work associated with that agreement and incorporates it into the contract between the Owner and Contractor.</p>	100%	LS	\$0.00	\$0.00
Total Add					\$0.00
Total Change in Contract Amount (Add)					\$0.00

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay (for which only revised time is available), extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

	Total Contract	City of Belton	City of Temple
Original Contract Amount	\$ 13,110,000.00	\$ 3,277,500.00	\$ 9,832,500.00
Previous Net Change in Contract Amount	\$ (184,921.63)	\$ (46,230.41)	\$ (138,691.22)
Net Change in Contract Amount	\$ -	\$ -	\$ -
Revised Contract Amount	\$ 12,925,078.37	\$ 3,231,269.59	\$ 9,693,808.78
Original Contract Time	400 days		
Previous Net Change in Contract Time	706 days		
Net Change in Contract Time	410 days		
Revised Contract Time	1516 days		
Original Final Completion Date	December 6, 2018		
Revised Final Completion Date	December 26, 2021		

Recommended By: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Project Manager (Temple) Date </div> Recommended By: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Project Manager (Belton) Date </div> Agreed to: <div style="display: flex; align-items: center; margin-bottom: 10px;"> <div style="flex: 1;"> <i>Mark Tepera</i> <i>Mark Tepera</i> </div> <div style="flex: 1; text-align: right;"> <u>5/20/2021</u> </div> </div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;"> Contractor Date </div> Approved as to form: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Temple City Attorney's Office Date </div> Approved as to form: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Belton City Attorney's Office Date </div>	Recommended by: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Engineer Date </div> Approved by City of Belton: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> City Manager Belton Date </div> Approved by City of Temple: <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> City Manager Temple Date </div> Approved by Finance Department <div style="text-align: right; font-size: small;">Erica Glover</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Temple Finance Date </div> Approved by Finance Department <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; margin-bottom: 10px;"> Belton Finance Date </div>
--	--

Date: October 20, 2020

Project: I Temple Belton WWTP Expansion Phase 1
Owner: Cities of Temple and Belton
Contractor: Archer Western Construction
Engr: Kasberg, Patrick and Associates LP

CHANGE DESCRIPTION: CPR Odor Control BioPac System

	DESCRIPTION	QTY	U/M	UNIT PRICE	LABOR	MATERIAL	EQUIPMENT	SUB	TOTALS
	LABOR:								
	Supervision	40	HR	\$ 55.00	\$ -				\$ -
	Remove and Dispose of Existing Media (2 Vessels) Labor	72	HR	\$ 44.00	\$ -				\$ -
	Remove existing tanks	36	HR	\$ 44.00	\$ -				\$ -
	MATERIALS:								
	Carbon in OCV-3 (Completed)	1	LS	\$ 34,500.00		\$ 34,500.00			\$ 34,500.00
	Gate Covers	1	LS	\$ 30,476.00		\$ 30,476.00			\$ 30,476.00
	Remove, dispose and Replace Spent Carbon in OCV-3	1	LS	\$ 45,200.00		\$ 45,200.00			\$ 45,200.00
	SUBCONTRACTOR:								
	ECS BioSynthetic and ductwork	1	LS	\$ 175,272.00				\$ 175,272.00	\$ 175,272.00
	Bland Insulation	1	LS	\$ 11,410.00				\$ 11,410.00	\$ 11,410.00
	T-Moralaes	1	LS	\$ 54,387.00				\$ 54,387.00	\$ 54,387.00
	Haul Off Dumpsters	4	EA	\$ 1,000.00				\$ 4,000.00	\$ 4,000.00
	EQUIPMENT:								
	Outside Rental Picker Crane - Remove Media	20.0	HR	\$ 185.00			\$ 3,700.00		\$ 3,700.00
	Scissor Lift	1	WK	\$ 360.00			\$ 360.00		\$ 360.00
	Skytrack	1.0	WK	\$ 1,368.50			\$ 1,368.50		\$ 1,368.50
	Jobsite Trucks (2ea)	2.0	WK	\$ 200.00			\$ 400.00		\$ 400.00
	SUBTOTALS:				\$ -	\$ 110,176.00	\$ 5,828.50	\$ 245,069.00	\$ 361,073.50
					\$ -				\$ -
	SMALL TOOLS @ 19% OF LABOR				\$ -				\$ -
	SAFETY SUPPLIES @ 15% OF LABOR				\$ -				\$ -
	GC MAT'LS (trailer, phone, cleaning, etc.) @ 10% OF LABOR				\$ -				\$ -
	PAYROLL BURDEN @ 40% OF LABOR				\$ -				\$ -
	PROJECT MANAGEMENT @ 5% of LABOR				\$ -				\$ -
	EQUIPMENT OPERATING EXPENSE @ 65%						\$ -		\$ -
	SUBTOTALS:				\$ -	\$ 110,176.00	\$ 5,828.50	\$ 245,069.00	\$ 361,073.50
	15 % OH&P on AWC Work								\$ -
	5% OH&P on Subs								\$ -
	3% BOND & INSURANCE on EXCESS								\$ -
	TOTAL AMOUNT OF THIS REQUEST								\$ 361,073.50

Archer Western Representative

SECTION 11320-A

ODOR CONTROL SYSTEM MODIFICATIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. General – This specification details the portions of the existing Odor Control System, included in Section 11320, to remain in place, be modified and/or be removed. Section 11320 detailed the original odor control system and was utilized to construct the existing system.
1. Remove two Odor Control Vessels, Contractor to salvage and deliver to ECS.
 2. Convert the third Odor Control Vessel to a “carbon finishing” vessel. This includes removal and disposal of the existing spent media and installation of new carbon (368 cubic feet of 4 mm extruded pellet and 123 cubic feet of granular coconut shell). Media shall be replaced at the beginning of the project, within four (4) weeks of the issuance of a notice to proceed.
 3. Furnish and install one new Odor Control Vessel complete in place with all accessories and ancillary items as specified herein and as required to meet performance section of this specification.
 4. Furnish and install synthetic Biopac Media in New Odor Control Vessels in accordance with manufacturer recommendations and the requirements of this Section.
 5. Furnish and install Irrigation system, including panel, pvc piping and mechanical equipment as specified herein and required for operation of the system to meet performance section of this specification.
 6. Furnish and install recirculation pump, overflow drain assembly and all necessary equipment and/or appurtenances as necessary for the operation of the system allowing it to meet the performance section of this specification.
 7. Necessary electrical, PLC, FRP ductwork and piping modifications (including heat tracing and insulation of small diameter piping) as required for operation of the system. Ductwork modifications include those necessary to direct air flow in the proposed path (fans to new vessel with synthetic media to existing vessel with carbon to atmosphere) and to allow to exhaust directly to atmosphere from the proposed vessel, bypassing the carbon vessel.
 8. Remove and dispose of existing non-synthetic media originally installed in vessels.
 9. Complete vessel inspection of the existing vessel including replacement of the retention screen.
 10. Installation of tubing and wiring at the vessels themselves shall be arranged and fastened in a neat and organized manner.
 11. Start up of system including airflow balance and H₂S performance test.
- B. Related Work
1. Odor control system fans specified in Section 11300
 2. Odor control equipment specified in Section 11320
 3. PVC piping systems specified in Section 15064.
 4. FRP ductwork and accessories specified in Section 15892
 5. Odor control system adjusting and balancing specified in Section 15991

1.02 REFERENCE STANDARDS

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127	Standard Test Method for Specific Gravity and Adsorption of Coarse Aggregate
------------	--

ASTM C 128	Standard Test Method for Specific Gravity and Adsorption of Fine Aggregate
ASTM C 136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregate
ASTM C 702	Standard Practice for Reducing Samples of Aggregate to Testing Size
ASTM D 75	Standard Practice for Sampling Aggregate
ASTM D 3665	Practice for Random Sampling of Construction Materials
ASTM E 11	Standard Specification for Wire Cloth and Sieves for Testing Purposes

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA B-100	Standard for Filtering Material
------------	---------------------------------

1.03 SYSTEM DESCRIPTION

- A. The system shall consist of Two Odor Control Vessels (OCV), one with synthetic media (Biopac) to be furnished under this specification and an existing vessel to have a carbon media installed. These OCVs will be referred to as the "Bioscrubber" and "Carbon Finisher" from here forward. The Bioscrubber will receive and treat foul air from the proposed Headworks, conveyed by the odor control fans and ductwork/damper systems (previously supplied and installed). The existing ductwork shall be modified to allow operation of the Bioscrubber and Carbon Finisher in series. Likewise, the ductwork between the two vessels shall include a bypass that will allow the treated air to be discharged directly to atmosphere from the Bioscrubber (bypassing the Carbon Finisher).
- B. Bioscrubber shall be 12' diameter by 26' height and be charged 1,200 cubic feet of BioPAC (600 CF of Stage 1 Density and 600 CF of Stage 2 Density) or as recommended by supplier based on historical data and as required to meet the performance requirements of this section.
- C. The vessels shall be sized for up to 6,500 cfm of odor laden air (which corresponds to the design capacity of the existing fans and ductwork, and for which the original system was sized).
- D. Vessel Requirements:
 1. Structural design: OCVs, including internal and external ancillary structural members, shall be designed and manufactured to support and withstand the following without structural failure:
 - a. Vessel containment including vessel body, top and bottom, inlet and outlet connections, access ports, drains, and sample ports: Internal working hydrostatic pressure of 5 psi. Vessel and all ancillary items to be suitable for testing at 150% of design pressure.
 - b. Lifting lugs: weight of empty vessel including all internal and external ancillary components and accessories.
 - c. Vessel structural support members including legs or support ring: weight of complete empty OCV including all internal members and ancillary items, plus weight of water when filled with water to level of top of exhaust outlet.
 - d. Internal media support member including FRP support beams, circular grating support, FRP grating, and stainless steel support screen:
 - 1) Weight of full charge depth of installed media (either type), gravel, plus biofilm and water retained in the media.
 - 2) Internal upward pressure and uplift forces due to maximum odor control fan outlet pressure below clogged screen (approximately 6,500 lbs/83 psf).
 2. Environmental conditions: OCVs shall be designed for minimum 15 year service life

under proposed duty conditions including:

- a. Corrosion potential due to inlet concentration up to 100 ppmv hydrogen sulfide gas
- b. Corrosion potential due to drainage of blowdown water through the vessel at pH 2.0.
- c. Ambient Temperature range: 5° F to 110 °F.
- d. Relative humidity range: 15% to 100%.
- e. UV exposure in full sun.

1.04 SUBMITTALS

CONTRACTOR shall furnish the following in accordance with Section 01300 and Section 01730:

- A. Product Data:
 1. OCV Manufacturer's design calculations and data sheets, listing nomenclature, composition and characteristics of OCV resins, laminate, and reinforcing material and indicating resins, laminate, and reinforcing materials including:
 - a. Description of materials and proposed fabrication and assembly methods for vessels and all structural members, including confirmation that FRP structural fabrications comply with the requirements of Section 06610.
 - b. Suitability for specified contaminant concentrations and environmental conditions specified in 1.03.D.2.
 3. Data for proposed media including:
 - a. Proposed synthetic media (BioPac) manufacturer, source, and product data.
 - b. Proposed Carbon (and additional material components) manufacturer, source, and product data.
- B. Shop Drawings:
 1. OCV Manufacturer's fabrication drawings indicating structural dimensions, layout, and features.
 2. Assembly drawings for OCVs showing unit dimensions, construction details, field connection details and space requirements.
- D. Operation and Maintenance (O&M) Data:
 1. Operation and maintenance data for the Odor Control System

1.05 QUALITY ASSURANCE

- A. Proposed equipment shall meet physical space limitations shown on Drawings and/or verified in the field by the Contractor and/or supplier.

PART 2 – PRODUCTS

2.01 (Not Used)

2.02 MATERIALS

- A. Odor Control Vessels:
 1. Arrangement and features shall be as noted herein. Vessel 3 (southernmost vessel) shall remain and be converted to a Carbon Finishing Vessel. Vessels 1 and 2 (northernmost and middle vessels) shall be removed. The proposed Bioscrubber vessel shall be installed as to readily facilitate the use of the existing ductwork with the least modification.
 2. All materials of construction to be FRP or 316 stainless steel unless noted otherwise.

3. Construct vessels of filament wound or lay-up techniques in accordance with ASTM D3299 and NBS PS 15. Construct with premium grade, Bisphenol A vinyl ester resins and woven roving and reinforcing ribs to withstand corrosive effects of gases and liquids handled and to provide sufficient structural strength and rigidity for operating, handling, installing, and regenerating conditions. Finish interior with corrosion barrier consisting of 10 to 20 mil minimum resin rich layer followed by 100 mil inner layer composed of resin reinforced non-continuous glass fiber strands applied in 2 plies of chopped strand mat equivalent to 3 oz/sq ft. Glass content of 100 mil corrosion barrier shall be 27% glass by weight.
4. 16 gage, 8 mesh 316 stainless steel screen to support media, installed on top of 1-inch by 1-inch FRP grating. FRP grating be fully supported by FRP support beams and FRP or 316 stainless steel circular grating support ring. Vessel and FRP structural fabrications shall be designed to transfer all loads caused by saturated media to the concrete equipment pad without strain, deformation or damage. Media support screens shall be fabricated of as few pieces as practical. Gaps between edge of screen and side of vessel shall not exceed ¼" in width. Where necessary to splice screen fabric, provide 1-inch overlap at seams.
5. FRP support beams, circular grating support, media support, legs, lifting lugs, and other miscellaneous FRP fabrications to be in accordance with requirements of Section 06610.
6. One 1 in. PVC Sch. 80 siphon drain assembly with PVC ball valve for proposed Bioscrubber OCV.
7. Two 24-inch diameter flanged manway side access ports each vessel, with EPDM gasket and 316 SS bolts.
8. Side inlet, top outlet design with predrilled flanged inlet connection and with FRP weather cap at outlet.
9. Bioscrubber OCV shall include one sample port each in the in inlet and outlet connections.
10. Support legs or skirt, including hold-down flange or lugs for bolting to equipment pad. Provide 316 stainless steel epoxy capsule anchors for installation to equipment pad.
11. Integral misting system.
12. Gel coat finish containing UV inhibitors for exterior surface of vessel and all FRP appurtenances.

B. Media:

1. Biofilter Media: Media shall consist of a 1,200 cf of BioPac, divided equally between Stage 1 and Stage 2 Densities. The biofilter media shall include a minimum service life of 10 years. Supplier shall provide written documentation of media warranty with shop drawing submittals.
2. Carbon Finisher Media. Lower layer of carbon shall consist of 368 cubic feet of a non-chemically impregnated 4mm extruded pellet with an ASTM tested H2S capacity of 0.3g/cc. This media shall be placed in the vessel first and leveled. After the high capacity pellet is installed, 123 cubic feet of virgin coconut shell carbon shall be installed and leveled. The virgin coconut shall be a granular shape, 4x8 in size and have a CTC value of 60 or higher.

2.06 ACCESSORIES

A. Ductwork:

1. Fabricate ductwork of FRP in accordance with Section 15892 and PVC Schedule 80 pipe and fittings in accordance with Section 15064.

B. Air Flow Monitoring:

1. Provide differential pressure gauges installed at inlet of each OCV for measuring air flow rate and pressure drop across media bed.
 - a. Range: 0 to 6 in. wc.
 - b. Minor divisions: 0.50 in.
 - c. Model: Dwyer Series 2000 Magnehelic with low temperature option, or equal.
 - d. Accessories: Install pressure gauges with black UV resistant DP tubing,

PVC isolation ball valve, and diaphragm isolator to prevent entrance of foul air into gauge.

- C. Dampers:
 - 1. Furnish and install isolation dampers in accordance with PLANS and Section 15892.
 - 2. Provide isolation dampers at OCVs with lockable operators adjustable from full open to full closed.

PART 3 – EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. Prepare site, including installation of buried ducts and yard piping, and placement of concrete equipment pads prior to receiving OCVs on the site.
- B. Protect odor control system components during transportation, storage at Project site, installation, and construction activities.
- C. Repair minor damages, scratches, and abrasions where requested by ENGINEER, in manner recommended by manufacturer.
- D. Inspect all items immediately upon receipt, prior to acceptance. Any items that are not in full conformance with specifications and approved submittals shall be rejected and returned to supplier.
- E. Handle all items specified using only the procedures and equipment recommended by manufacturer. CONTRACTOR will be responsible for damage during handling, including replacement at no cost to OWNER. If, in opinion of ENGINEER, equipment is damaged beyond repair, replace with undamaged unit.
- F. Store all items specified in a secure location protected from vehicular traffic, vandalism, and environmental degradation, in full accordance with manufacturer's written storage instructions.

3.02 INSTALLATION

- A. Install OCVs and accessories in accordance with manufacturer's written instructions and approved submittals.
- B. Install ductwork and dampers in accordance with Section 15892 or Section 15064 as applicable.
- C. Biofilter and carbon media shall be installed per manufacturer's recommendations.
- D. Confirm and document installed media height. Place Odor Control Fans and OCVs in continuous operation immediately upon completion of biofilter media placement. Initiate PLC-controlled intermittent operation of spray systems upon startup of OCVs.
- E. Perform Odor Control System Adjusting and Balancing in accordance with Section 15991.

3.03 FIELD QUALITY CONTROL

- A. Supplier's or Manufacturer's Services:
 - 1. Provide supplier's or manufacturer's representative for equipment specified herein, at job site or classroom designated by OWNER for days indicated, travel time excluded, for assistance during construction, startup, and training of OWNER'S personnel. Include minimum of:

- a. 1 day for Installation of media and Startup of OCV.
 2. Provide additional services as required for repairs or troubleshooting in accordance with Section 01600.
- B. Hydrostatic Test:
 1. Hydrostatically test each OCV after field erection prior to filling with media.
 - a. Notify ENGINEER and OWNER of test date to provide option of witnessing.
 - b. Seal vessel openings using temporary plugs.
 - c. Fill vessel with water to elevation of sump overflow and hold for 24 hrs.
 - d. Repair any visible leaks or excessive wall deflections with reinforcing and resin to match vessel. Provide OCV manufacturer's service technician for repairs. Provide repaired surface of equal strength and corrosion resistance to original vessel material. Retest vessel following completion of repairs.
- C. Performance Acceptance Test (PAT):
 1. Refer to Section 11300 for Performance Acceptance Testing of Odor Control Fans.
 2. During Odor Control Fans PAT period, both OCVs are to be operated continuously at variable air flow rates as required for maintenance of design air flow rates and minimum negative static pressure (1" water gage) in the headworks.
 3. During the PAT period, OWNER or ENGINEER may make adjustments to the odor control system operational set points, perform sampling for gas-phase Hydrogen Sulfide concentrations, record operating pressures, and may take samples of Biofilter Media. CONTRACTOR shall provide access and facilitate sampling to assist OWNER in assessing performance of the odor control system. Owner shall be notified prior to PAT, to allow option of witness testing.
- D. Operational Performance Requirement
 1. The Bioscrubber shall effectively remove 99% of the influent hydrogen sulfide or a maximum outlet of 0.05 ppm, whichever is less stringent, at the design flow of 6,500 CFM. The Carbon Finisher will not be included in the 99% removal calculation (99% removal is required from the inlet side of Bioscrubber to the outlet duct of the bioscrubber).
 2. The Carbon Finisher will further remove hydrogen sulfide prior to exhausting to the atmosphere. During initial startup and acclimation of the bioscrubber, the performance of the carbon unit shall match the requirements of the Bioscrubber. After bioscrubber acclimation, the carbon unit can be left on line to polish residual organic sulfides or placed into standby. If placed into operation, the carbon unit shall remove 90% of all odor or have a maximum outlet concentration of 200 dilutions to threshold, whichever is less stringent.
 3. The Operational Performance requirement shall begin as soon as the overall system is balanced and the Bioscrubber is acclimated (approximately 4-6 weeks after being placed into service). If at any time during the ~~warranty~~ operational performance period, the Owner notifies the manufacturer/supplier of the system that it is not meeting the 99% removal through the Bioscrubber, the manufacturer/supplier shall have 48 hours to verify the claim. The manufacturer/supplier shall then investigate and remedy the situation within four (4) weeks. Verification and remediation shall be at no cost to the Owner. The proposed remedy shall be agreed upon by the Owner. The operational requirement will be fulfilled one year after acceptance or after acceptance of a remedied situation, whichever is later.
 - a. Testing shall be conducted utilizing an odalog (or similar) at agreed upon locations in the inlet and outlet ductwork. Testing shall consist of one (1) sample per hour for seven (7) consecutive days.
 - b. The results shall be based on the average removal over these samples.
 - c. Testing shall be performed by a third party selected or approved by the Owner.

Staff Report – City Council Agenda Item



Date: June 8, 2021
Case No.: H-21-05
Request: Renovate front and rear facades
Applicant: Dayspring Construction, Inc.
Address: 110 N. Main Street

Agenda Item #6

Consider a Façade Improvement Grant Application to renovate the property at 110 N. Main Street.

Originating Department

Planning – Tina Moore, Planner/HPO

Historic District

Downtown Belton Commercial Historic District

Background

This property is in the Downtown Belton Commercial Historic District and the National Register Belton Commercial Historic District. The Downtown Belton Commercial Historic District is bounded by 2nd Avenue on the north; Nolan Creek on the south; N. Pearl Street on the west; and South Penelope on the east. The district contains an excellent range of buildings constructed between 1870 and 1959. Nearly half of the buildings in this district are Contributing historic structures. Most of the buildings that are Non-Contributing have been classified that way due to inappropriate alterations that have covered or removed historic building materials and details.

According to the 2012 City of Belton Historic Resources Survey, this building, described as a one-part commercial block, is a Non-Contributing building with a low priority type. The original two-part commercial block constructed in the 1870s was destroyed by fire and replaced with the current one-part commercial block, constructed of brick and aluminum siding. The survey indicates the construction date in the 1940s with alterations made in the 1970s.

An administrative COA was issued in July 2017 to allow for a sign to be installed above the awning at this location. In February 2021, a COA was issued to relocate an exterior metal door located at the rear of the building.

Findings

This property was recently purchased by the owners of Woodhouse Day Spa to relocate their growing business to this larger, more visible location on Main Street. This application is seeking approval to renovate the front and rear facades as described below:

Front Façade

1. Construct 3 new smaller metal canopies to replace the existing deteriorated canopy.
2. Add new wood siding above the new proposed canopies.
3. Add new 18" back lit bronze signage and "WH" monogram signs under canopies.
4. Paint the exterior brick to a light grey color.
5. Add new wood and glass door to replace the existing aluminum door.
6. Add new lighting – gas lamp and sconces.
7. Add new planter boxes by windows.
8. Replace glass window and paint window seal.

Rear Façade

1. Paint new mural design by UMHB Art Department.
2. Repair plaster.
3. Enclose obsolete doorway.

Proposal Evaluation

Staff has evaluated the proposal and determined that most of the work consist of cosmetic improvements that will not alter this structure. Elements attached to the façade include light fixtures and signage are permitted by section 29.12 of the Historic Preservation Ordinance 2012-18. The exterior masonry brick was previously painted; therefore, repainting is considered ordinary maintenance as defined in section 29.9 of Ordinance No. 2012-18. The proposed new glass window will not alter the shape or size of the existing windows; therefore, it is compatible with the existing building. The existing windows are tinted which deviates from historic standards. Staff recommends that the applicant not use reflective or tinted glass when replacing these windows as this is more in line with rehabilitation practices.

The most notable changes to the front facade are the proposed canopies and wood like siding. As this building is non-contributing, the existing materials (aluminum siding and canopy) are not historically significant to preserve. Beneath the existing aluminum siding are exposed beams that the applicant is proposing to cover with wood-like siding. The existing canopy was in disrepair and the applicant requested permission to remove it as it is a safety hazard for pedestrians. The lighter weight canopies are proposed for structural integrity to alleviate the support load from the wood siding.

At the rear façade, the applicant is proposing to enclose a previous doorway that was relocated, repair the deteriorating plaster, and paint a mural. The exact design of the mural is

currently unknown but will incorporate the business name with a flora overlay. The applicant is working with UMHB Art Department on this mural. The final design concept will be provided to the Council via email later.

It is Staff's judgment that the proposed change will not alter the character of this Non-Contributing building.

Secretary's Standards of Rehabilitation

Listed below are the Secretary of the Interior's Standard for Rehabilitation that are applicable to this COA.

1. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment. **The exterior alteration proposed for this non-contributing property will not remove historic materials and will not alter the existing window and door sizes.**

After careful review of the Secretary of the Interior's Standard for Rehabilitation, the proposal appears to be consistent with the Downtown Belton Commercial Historic District, and a Certificate of Appropriateness may be granted pending Historic Preservation Commission approval.

Fiscal Impact

The total projected cost on the application is \$40,650. The FIG application requests the maximum grant amount \$20,000, which is consistent with application guidelines for improving two visible façades. This property fronts North Main Street and has a rear alley that is adjacent to public parking and visible from Pearl Avenue. The applicant is eligible for a maximum grant amount of \$20,000 – which allows \$10,000 per façade.

Amount: \$20,000

Budgeted: ☒ Yes ☐ No

Funding Source(s): \$50,000 was included in the TIRZ FY 2021 budget for FIG funding. To date, a \$40,000 grant was approved for Arusha's Coffee Shop and for the property located at 108 N. Main Street in FY 2021. An additional \$50,000 is proposed for inclusion in the FY 2022 TIRZ budget. Based on the project completion date, this project is eligible for reimbursement in FY 2022.

Recommendation

The Historic Preservation Commission considered this item at their meeting on May 20, 2021, and unanimously recommended the approval of the Façade Improvement Grant in the amount of \$20,000. Staff concurs with their recommendation.

Attachments

COA and FIG Application with proposed design

Location Map

COA notice to owners



Certificate of Appropriateness Application

Historic Preservation Commission

Applicant contact information

Name: Day Break Construction Inc

Address: 2911 Sulphur Wells Rd, Salado, TX 76571

Phone: 254-289-7777 Fax: _____ Email: TPotts@daybreakconstructioninc.com

Role: ☒ Owner ☐ Architect/contractor ☐ Other: _____

Property Address: 110 N Main, Belton, TX 76513

1. In the space below, briefly describe the work proposed (use separate page(s) if necessary).
2. Please refer to the attachment checklist for additional materials necessary to evaluate the proposed work.

Description of proposed work:

Front: 1. New 18" Back lighted bronze signage with blade sign

2. Paint existing brick lightbox

3. New metal canopies

4. New planter boxes

5. New wood like siding above canopy

6. New wood & glass doors

7. New gas lamps at entry cube

8. New light sconces

9. Paint window seal white

10. Replace glass

Back:

1. New mural designed by UMHB Art department

2. Repair plaster

3. Enclose doorway

Signature

Date

Submit this form and all necessary attachments (see checklist) at least 14 days before the Historic Preservation Commission meeting to the City of Belton Planning Department, 333 Water Street, P.O. Box 120, Belton, Texas 76513; ph. 254-933-5812.

TPotts

4/28/21



Planning Department	
Date	4/29/21
Recommended	
Rejected	

FACADE IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant's Name: Terry Potts Date: 4/29/2021
Business Name: Day Break Construction
Contact Person: Terry Potts
Mailing Address: 2911 Sulphur Wells Rd.
Phone: _____ Fax: _____
E-mail: tpotts@daybreakconstructioninc.com

Details of Planned Improvements (attach additional paper if necessary).

Please See Attached

If you are using a contractor (not required), please list the names of contractors from whom you have received proposals (list in order of preference):

1. We are not using a contractor
2. _____
3. _____

Bids shall be submitted on the contractor's letterhead and shall contain the contractor's name, address, telephone number, and shall itemize the bid in a manner that allows city staff to determine the authenticity of the bid. If you are doing the work yourself, please have costs or bids prepared for materials and labor.

Total cost of improvement project: \$ 40,650

Amount of Grant requested: \$ 20,000

Amount to be paid by the applicant: \$ 20,650

Anticipated completion date: December 1, 2021

TPotts

Applicant's signature

4/28/21

Date

Front Facade 110 N Main

1. Demolition of canopy/metal siding \$2,000
2. Structural repairs to vertical facade \$2,500
3. Plywood facade wall -2 sides \$2,250
4. Metal siding @ facade \$5,000
5. Metal trim @ facade \$1,200
6. Metal canopies with metal soffit \$10,000
7. Paint brick \$2,500
8. New front door \$1,200
9. Replace glass in small vertical windows \$500
10. Electrical & lighting \$2,500

Front Facade total = \$29,650

Rear Facade 110 N Main

1. Repair plaster/ enclose doorway \$2,500
2. Paint Mural \$8,500

Rear Facade total = \$11,000

Total both facades = \$40,650

****Costs do not include planters, wood soffits, and specialty lighting.**

HPC CASE # H-21-05 AERIAL

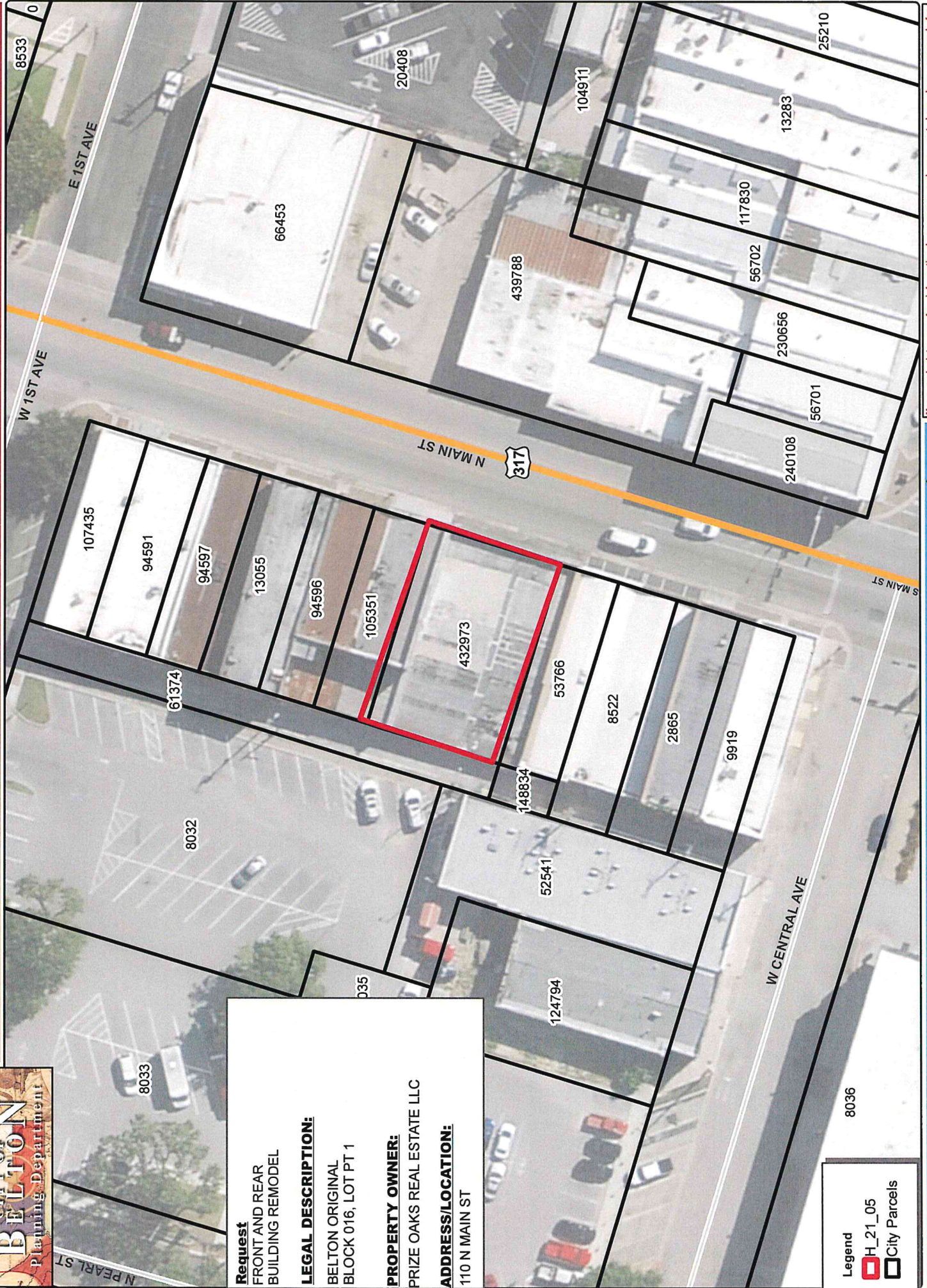


Request
FRONT AND REAR
BUILDING REMODEL

LEGAL DESCRIPTION:
BELTON ORIGINAL
BLOCK 016, LOT PT 1

PROPERTY OWNER:
PRIZE OAKS REAL ESTATE LLC

ADDRESS/LOCATION:
110 N MAIN ST



Legend

H_21_05

City Parcels

Map Date: 5/5/2021 **Aerial Imagery Date:** 2018

0

20

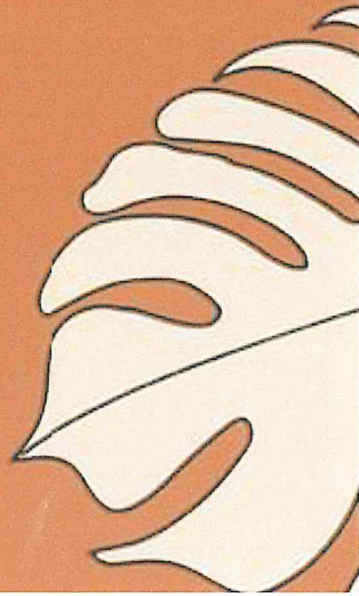
40

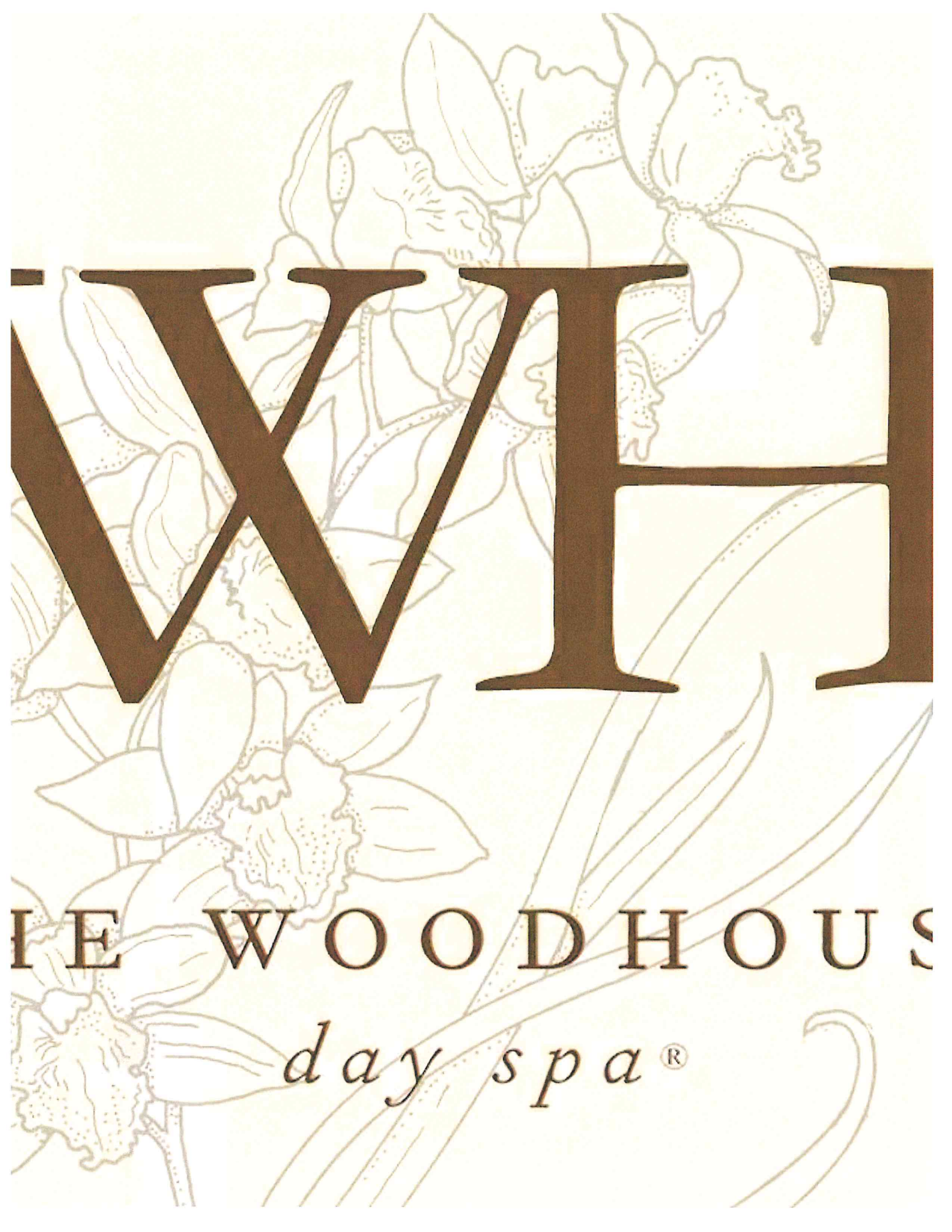
80

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.

fall in love with
THE WOODHOUSE
day spa®





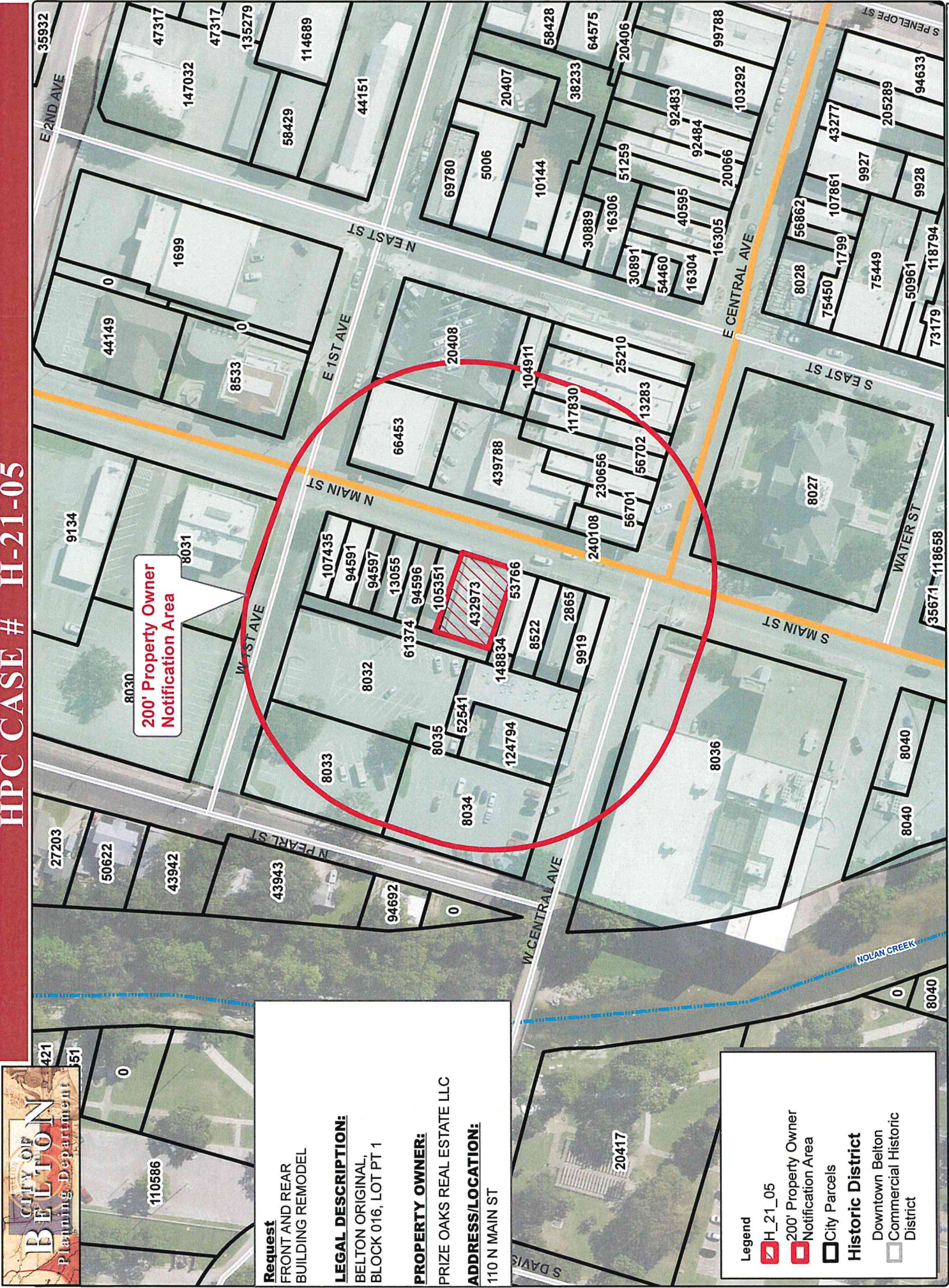
WHE

THE WOODHOUSE

day spa®







200' Property Owner Notification Area

Request
FRONT AND REAR BUILDING REMODEL

LEGAL DESCRIPTION:
BELTON ORIGINAL, BLOCK 016, LOT PT 1

PROPERTY OWNER:
PRIZE OAKS REAL ESTATE LLC

ADDRESS/LOCATION:
110 N MAIN ST

Legend

- H_21_05
- 200' Property Owner Notification Area
- City Parcels
- Historic District**
- Downtown Belton
- Commercial Historic District

Author: Anthony Nitzgare, City of Belton
Path: G:\City of Belton Projects\Patterns\Maps and Data\Zoning Cases\2021\Historic Cases\H-21-05\H-21-05.mxd

**NOTICE OF APPLICATION
FOR A
CERTIFICATE OF APPROPRIATENESS REQUEST
IN THE
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: Day Break Construction
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 110 N. Main Street
LOCATED IN THE DOWNTOWN BELTON COMMERCIAL HISTORIC DISTRICT,
FOR Remodel, maintenance and repairs to the west and east façades – including painting of façade, replacement of metal canopy, replace front door, painting mural on west façade.

THE HISTORIC PRESERVATION COMMISSION WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:00 P.M., Thursday, May 20, 2021** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT PLANNER AND HISTORIC PRESERVATION OFFICER, TINA MOORE AT 254-933-5891.

Citizens may provide written comments on agenda items to the City Planner and Historic Preservation Officer Tina Moore at TMoore@BeltonTexas.gov prior to 1:00 p.m. on May 20, 2021.

IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

Circle one

AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUEST PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:

1. _____
 2. _____
 3. _____
- (FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: _____ SIGNATURE: _____

**PLANNING DEPARTMENT
CITY OF BELTON
P. O. Box 120
BELTON, TEXAS 76513
254-933-5812**

8027	8030	8031
BELL COUNTY	BELL COUNTY	BELL COUNTY
PO BOX 768	PO BOX 768	PO BOX 768
BELTON, TX 76513-0768	BELTON, TX 76513-0768	BELTON, TX 76513-0768
8032	8033	8034
BELL COUNTY	BELL COUNTY	BELL COUNTY
PO BOX 768	PO BOX 768	PO BOX 768
BELTON, TX 76513-0768	BELTON, TX 76513-0768	BELTON, TX 76513-0768
8035	8036	439788
BELL COUNTY	BELL COUNTY	BLUTTO PROPERTIES LLC
PO BOX 768	PO BOX 768	PO BOX 236
BELTON, TX 76513-0768	BELTON, TX 76513-0768	BELTON, TX 76513-0236
52541	20408	20409
CENTRAL AVENUE LLC	CITY OF BELTON	CITY OF BELTON
501 BRIT BAILEY BLVD	PO BOX 120	PO BOX 120
ANGLETON, TX 77515	BELTON, TX 76513-0120	BELTON, TX 76513-0120
61374	148834	8522
CITY OF BELTON	CITY OF BELTON	COCO HOMES LLC
PO BOX 120	PO BOX 120	12 MULBERRY CT
BELTON, TX 76513-0120	BELTON, TX 76513-0120	BELTON, TX 76513
53766	13283	56701
CRUZ, NOMARIS ETUX ANGEL M	FT RENTAL LLC	GAINES, ROBERT D
106 N MAIN ST	524 ARMSTRONG DR	PO BOX 1274
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513-5274
56702	240108	66453
GAINES, ROBERT D	GAINES, ROBERT D	LUCE, DOYLE
1217 W AVENUE J	PO BOX 1274	115 N MAIN ST
BELTON, TX 76513-3715	BELTON, TX 76513-5274	BELTON, TX 76513-3209
9919	13055	94596
MAIN STREET BRIDAL LLC	MAIN STREET BRIDAL LLC	MAIN STREET BRIDAL LLC
1303 TWIN KNOLL DR	1308 TWIN KNOLL DR	1308 TWIN KNOLL DR
MURPHY, TX 75094-5106	MURPHY, TX 75094	MURPHY, TX 75094
94597	124794	94591
MAIN STREET BRIDAL LLC	MAPEL, JO	NEW YEAR INVESTMENTS LLC-SERIES B
1308 TWIN KNOLL DR	501 BRIT BAILEY BLVD	PO BOX 2061
MURPHY, TX 75094	ANGLETON, TX 77515	BELTON, TX 76513

432973
PROCTOR, WILLIAM JAMES JR
187 ELMER KING RD
BELTON, TX 76513-7513

105351
SKP PROPERTIES LLC
PO BOX 1540
LAMPASAS, TX 76550

230656
WILSON, TIMOTHY B ETUX TAMMY L
PO BOX 252
BELTON, TX 76513-0252

117830
RIDDLE, MARIA AIDA
400 N PEARL ST
BELTON, TX 76513

107435
WALSH, MICHAEL V ETUX DARLENE A
PO BOX 829
SALADO, TX 76571-0829

104911
SHERTZER, MARK ETUX FAITH
445 N WALL ST
BELTON, TX, 76513

2865
WHITE, WILLIE & LOUISE ANDERSON
PO BOX 1323
BELTON, TX 76513-5323

Minutes of the
Historic Preservation Commission (HPC)
City of Belton
333 Water Street
Thursday, May 20, 2021

The Historic Preservation Commission met at 5:00 P.M. in the Wright Room, Harris Community Center. The following Commission members were present: Chair TC Lipe, Tammie Baggerly, Barrett Covington, Ann Carpenter and Ann West. The following staff members were present: Planner and HPO Tina Moore, Planning Clerk Laura Livingston and IT Specialist Alex Munger.

5. H-21-05 Consider a Certificate of Appropriateness (COA) application and Façade Improvement Grant (FIG) application to renovate the property at 110 N. Main Street, located in the Downtown Belton Commercial Historic District, on the west side of North Main Street between Central Avenue and West 1st Avenue. (Audio 11:07).

Planner and Historic Preservation Officer Tina Moore presented the staff report. (Exhibit B)

Chair Lipe opened the public hearing and with no one requesting to speak, he closed the public hearing.

Commission Member Ms. Carpenter made a motion to approve the Certificate of Appropriateness and Façade Improvement Grant for 110 N. Main Street. Commission Member Ms. Baggerly seconded the motion, which was approved with 5 ayes, 0 nays.



Staff Report – City Council Agenda Item

Agenda Item #7

Consider authorizing the City Manager to execute the amended and restated Communications Agreement between Bell County and the Cities of Belton, Harker Heights, Killeen and Temple.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

A Communications System Agreement, governing the membership, operation and cost-sharing of the Bell County Communications Center, has been in place since 2001, with system planning extending back to the late 1990s. The Agreement ensures consolidated county-wide 911 emergency dispatch services for police, fire, and related services throughout Bell County. Principal member entities include Bell County, and the Cities of Killeen, Harker Heights, Belton and Temple. Bell County hires the Director and all employees, and pays 50% of the operating costs. The four cities pay a pro rata share of the other 50% of operating costs based on number of “events” – law enforcement calls for service and Center operating costs. Capital costs are assigned to the County. Two Boards have input into budget development and Center Policy/Practice – the BCCC Board of Directors, chaired by the County Judge and represented by City Managers in the four cities, and the RBO (Regulatory Board of Operations), represented by Police/Fire Chiefs in each city and the Bell County Sheriff's Office.

County and city representatives conducted a comprehensive review of the System Agreement during the last 18 months and reached consensus on a number of changes summarized in the attachments, including Notes of Revisions/Updates referenced to a Red-Lined Version of the Agreement. A Final Draft Agreement is also attached, and is being presented to each City Council for action, following Bell County approval on May 24, 2021.

Substantive changes include:

- Bell County Judge will seek advice/counsel of BCCC Board before appointment of Center Director.
- Center Director shall report to Board on emergency expenditures within seven days.
- Member agencies amended to include AMR, Acadian, and Volunteer Fire Departments – Central Bell and Sparta – as well as Killeen ISD PD and Ft. Hood.
- RBO Board increased from 7 to 11 members, with addition of two rural representatives.
- RBO Board may designate subcommittees to make technical or advisory recommendations.

- Member cities have the authority to change protocols related to response of their first responder agency. A change that impacts a member city's event counts shall be presented to the Center Director within seven days of a change, with information then shared with other members within seven days.
- Capital Costs for the Communications Center located in Belton are defined, eliminating current inconsistency in wording and practice. Agreement reiterates County is responsible for all capital costs, and defines Center capital cost as anything with a useful life of over one year and with a cost over \$100,000 or any Center building enhancements or backbone regardless of cost.

Fiscal Impact

Belton's 2021 cost share was \$328,472, and the adopted FY 2022 budget anticipates a cost share of \$336,050. The Agreement revisions do not change the methodology for counting events. Annual costs fluctuate depending on each city's calls for service and Center operating costs.

Recommendation

Recommend authorizing the City Manager to execute the amended and restated Communications Agreement between Bell County and the Cities of Belton, Harker Heights, Killeen and Temple.

Attachments

Notes of Revisions/Updates

Red-Lined Version of Agreement

Final Agreement Approved by Bell County

COMMUNICATIONS SYSTEM AGREEMENT

Notes of Revisions/Updates

- Table of Contents - Multiple changes to reflect wording changes in body of agreement. Removal of Exhibit A and B from Table of Contents.
- AMENDMENT (pg1:9-14) - Changed date of amendment and restatement to current effective date.
- Section 1 (pg2:13-14) - Added members of the RBO as Parties to the agreement.
- Section 1 (pg2:18) – Added the County as being provided services by the System.
- Section 3.A.1.a (pg4:33-38) – Changed order of rotation of Vice-Chair.
- Section 3.B (pg5:18) - Changed wording from “Comptroller” of System to “Auditor” of System.
- Section 3.D (pg6:8-9) - System Director-Added language “...the County Judge shall seek the advice and counsel of the Board before making an appointment.”
- Section 3.D.6 (pg6:29-33) - System Director/Reports to the Board-Added specifics “(a)...Notice...of any emergency expenditures...within 7 days, or as soon as practicable.” (b) Monthly member event count reports (c) Notifications...required by Section 4.F.
- Section 3.E (pg6:49-7:42) - RBO-Updated list of member agencies.
- Section 3.E (pg7:45-47) - RBO Entities-Added language “The Fort Hood Public Safety and Fire Departments and Bell County Communications Center Medical Director may also attend as a contributor (non-voting) to the RBO”.
- Section 3.E.1.a (pg8:6-16) - RBO Board-Changed the number of voting RBO members from 7 to 11 with each member city having both the Police Chief and Fire Chief now listed as voting members.
- Section 3.E.1.d (pg9:3-11) - RBO Secretary/System Director Minutes/Agendas- Agendas and supporting documents for meetings will be sent out at least 7 calendar days in advance. This was changed from 3 calendar days.
- Section 3.F.1 (pg9:17-18) - Updated System Board meeting schedule to “last Thursday of every odd numbered month”.

- Section 3.F.2 (pg10:3-10) - Updated RBO Board meeting schedule to “bi-monthly of the last Monday of each odd numbered month”. Included statement that additional meetings may be requested by the Chair “or by any two members of the RBO Board”.
- Section 3.F.2 (pg10:21-22) - Defined quorum for RBO Board voting purposes.
- Section 3.F.2 (pg10:26-29) - Added language to define role of RBO subcommittees.
- Section 3.F.7 (pg11:11-15) - Added voting section and defined “per capita” and “majority interest.”
- Section 4.C.1 (pg12:49-13:3) - Included due date of System Budget to the Cities and County of May 1st for FY beginning October 1st.
- Section 4.C.4 (pg13:13-15) - Added language that the County Judge “shall” seek advice and counsel from the System Board in the appointment of the System Director.
- Section 4.F (pg13:39-45) - Added “Duty to Notify Protocol Changes” section.
- Section 6.A (pg14:24-25) – Removed exception to effective date of fiscal year.
- Section 6.B.7 (pg15:25-40) - Defined “Capital Costs”.
- Section 8 (pg18:27) - Specified dollar threshold of more than \$100,000 for equipment expenses or equipment that is part of the backbone as County expenses.
- Section 8 (pg18:35-36) – Added wording for System Components approval by System Director to confirm compatibility.
- Section 10.E (pg20:22-24) – Added “Review of Agreement” section.
- Section 14.A (pg21:21-30) – The System will approve the capital cost buy-in of a new party to the agreement.
- Section 17 (pg22:33) - Removed “Tax Exempt bonds” section.
- Exhibit “B(1)” (pgB-1:4-14) - Established definition of “Events” and updated estimated assessment percentages.

8/17/2020

COMMUNICATIONS SYSTEM AGREEMENT

TABLE OF CONTENTS

RECITALS PAGE

Section 1.	<u>Restatement and Recitals</u>	<u>1</u>
	<u>Purposes</u>	<u>2</u>
Section 2.	<u>Designation of System Operator</u>	<u>2</u>
Section 3.	<u>Governance</u>	<u>3</u>
A.	<u>Board of Directors</u>	<u>3</u>
1.	<u>Officers of Board of Directors</u>	<u>4</u>
(a)	<u>Designation of Officers</u>	<u>4</u>
(b)	<u>Duty of Officers</u>	<u>5</u>
(1)	<u>Chair and Vice-Chair</u>	<u>5</u>
(2)	<u>Secretary</u>	<u>5</u>
B.	<u>ComptrollerAuditor of System</u>	<u>5</u>
C.	<u>Attorney for the System</u>	<u>6</u>
D.	<u>System Director</u>	<u>6</u>
E.	<u>Regulatory Board of Operations</u>	<u>7</u>
1.	<u>RBO Board</u>	<u>8</u>
(a)	<u>Board Members</u>	<u>8</u>
(b)	<u>RBO Board Officers</u>	<u>8</u>
(c)	<u>Duties of Chair and Vice-Chair</u>	<u>9</u>
(d)	<u>Secretary</u>	<u>9</u>
F.	<u>Meetings of System Board of Directors, RBO, and RBO Board</u>	<u>9</u>
1.	<u>Meetings of the System Board of Directors</u>	<u>9</u>
2.	<u>Meetings of the RBO Membership and RBO Board</u>	<u>10</u>
3.	<u>Meeting Rules</u>	<u>10</u>
4.	<u>Minutes</u>	<u>10</u>
5.	<u>Quorum</u>	<u>10</u>
6.	<u>Representation of the Regulatory Board of Operations</u>	<u>11</u>
7.	<u>Voting</u>	<u>11</u>
Section 4.	<u>Powers and Duties</u>	<u>11</u>
A.	<u>Authority of the County</u>	<u>11</u>
B.	<u>Communications Services to Other Agencies</u>	<u>12</u>
C.	<u>Authority of the Board of Directors</u>	<u>12</u>
D.	<u>Advisory Authority of the RBO</u>	<u>13</u>
E.	<u>User Committees</u>	<u>13</u>
Section 5.	<u>Facility</u>	<u>13</u>
Section 6.	<u>Fiscal Year and Annual Budget</u>	<u>14</u>
A.	<u>Fiscal Year</u>	<u>14</u>
B.	<u>Annual Budget</u>	<u>14</u>

Formatted: Don't hyphenate

Formatted: Different first page header

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right + Not at 0" + 0.62" + 1.07" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right,Leader: ... + Not at 0" + 0.62" + 1.07" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right,Leader: ... + Not at 0" + 0.62" + 1.07" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1	C.	Budget Elements	15
2	1.	Payment of Assessments	15
3	D.	Budget Authority of Director	16
4			
5	Section 7.	Personnel	17
6	A.	Director	17
7	B.	Supervisory and Operations Positions	17
8	C.	Dispatcher Positions	
9	D.	Salaries and Benefits	17
10			
11	Section 8.	Capital Assets and Acquisitions	17
12			
13	Section 9.	Term of Agreement	18
14			
15	Section 10.	Termination or Withdrawal	18
16	A.	Termination	18
17	B.	Withdrawal	19
18	C.	Legal Redress	19
19	D.	Use of System and System Assets	19
20	E.	Review of Agreement	19
21			
22	Section 11.	Dissolution	20
23			
24	Section 12.	Disposition of Assets	20
25	A.	Process of Winding Up	20
26	B.	Asset Distribution	20
27			
28	Section 13.	Amendment to Agreement	20
29			
30	Section 14.	Additional Parties to Agreement	20
31	A.	Buy In	20
32	B.	Effective Date	20
33			
34	Section 15.	Street Use License	21
35			
36	Section 16.	Severability; Compliance with Applicable Law	21
37			
38	Section 17.	Tax Exempt Bonds	
39			
40	Section 18.	Force Majeure	22
41			
42	Exhibit A (List of System Assets)	A-1	
43	Exhibit B (Assessment Percentages)	B-1	
44			

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right, Leader: ... + Not at 0" + 0.62" + 1.07" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right, Leader: ... + Not at 0" + 0.62" + 1.07" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

AGREEMENT

THE STATE OF TEXAS

COUNTY OF BELL

AMENDMENT

The following is an amendment and restatement of this Agreement, taking into account amendments approved by the Cities of Belton, Harker Heights, Killeen and Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment took effect on _____, 2020, the date of final approval by the County and the Cities in accordance with Section 13 hereof. The original Agreement was dated October 1, 2002.

In order to establish, operate and maintain a consolidated communications system for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and throughout Bell County, Texas (the "County"), including the communities and agencies served by the Bell County Sheriff's Office (including but not limited to those entities which are part of the RBO as defined in Section 3F3E), the parties agree to the following:

This agreement, entered into this _____ day of _____ in the year ~~2002~~2020 by and among the Cities, and the County is entered into pursuant to the provisions of Texas Government Code Ann. § 791.001 et seq (Vernon Supp. 1992) (the "Act") relating to joint exercise of powers, for the purpose of operating and maintaining a consolidated communications system. The Cities and the County shall sometimes be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County has purchased and provided a trunked 800 Megahertz Public Radio System for the express purpose of the support of public health and safety; and

WHEREAS, the County has purchased and provided a computer system to provide Computer Aided Dispatch, police, fire and record management systems; and

WHEREAS, the County has purchased and provided a central facility to accommodate the consolidation of public health and safety communications for the County; and

WHEREAS, the Parties are each empowered by law to staff, maintain, and operate public buildings and related facilities for the purposes of public health and safety communications, all of which are proper "governmental functions and services" as defined in the Act; and

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 WHEREAS, the Parties desire to operate and maintain a consolidated county-wide
2 public health and safety communications facility (hereinafter referred to as the "System"),
3 and to provide an orderly method for the accomplishment thereof; and

4 WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly
5 exercising their common powers in the manner set forth in this agreement.

6 NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits,
7 promises and agreements set forth herein, agree as follows:

8 Section 1. Purposes

9 The purpose of this agreement is to provide for the establishment, operation and
10 maintenance of a consolidated County-wide communications system (hereinafter, the
11 "System") by constructing, equipping, staffing, maintaining, and operating a facility or
12 facilities which provide call receiving and dispatching services to the Parties and members
13 of the RBO, by providing computers, radio systems and other equipment, and by further
14 providing the System to the Parties. A description of the initial System is attached hereto
15 as Exhibit "A".

16 The System will be provided ~~both~~ to (i) the Cities, (ii) the County, and ~~(iii)~~ to other
17 governmental entities, volunteer fire departments, EMS providers or other persons
18 providing public health and/or safety services with the County to serve as the contract
19 party for all such persons. Other services may be provided to other entities so long as
20 there is no degradation of public health and/or safety services. Contracts may further be
21 entered as provided in Section 4B regarding the extension of services beyond those
22 rendered to the contracting Parties, as part of the authorized purposes hereunder.

23 This agreement also establishes and provides a forum for discussion, study,
24 development and implementation of programs and services of mutual public health and
25 safety communications interest.

26 This agreement is made pursuant to and under the provisions of the Act relative to
27 the joint exercise of powers common to the County and the Cities.

28 Section 2. Designation of System Operator

29 Pursuant to and under the provisions of the Act, the Parties hereby appoint the
30 County to serve as system operator. In that regard, the County shall have overall
31 responsibility for System quality. The Parties acknowledge that System quality is subject
32 to cost efficiency and budget constraints, and that various sections of this agreement
33 impose requirements related to budget approval.

34 As System operator, the County shall provide staff (as employees of the County)
35 who shall be responsible for:

- 36 A. Training;
- 37 B. System Dispatch and Operations;
- 38 C. System Maintenance;

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" +
0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" +
4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 D. Undertaking such other duties as may be required by the System
2 Board of Directors (as defined below).

3
4 It is understood that the staff responsible for such functions, unless expressly
5 otherwise authorized herein, shall be employees of the County. Salaries and benefits
6 for all such persons shall be subject to the budget approval process set forth in Section 6
7 hereof.

8 9 **Section 3. Governance**

10 11 **A. Board of Directors**

12
13 The County and the Cities hereby establish a Board of Directors (the "Board"), for
14 the System, and delegate to the Board the responsibility to make policy for the System.
15 In carrying out its responsibility, the Board shall be subject to the following standards:

16
17 1. The System shall be intended to provide
18 comprehensive health and safety communications coverage to all
19 citizens of the County.

20
21 2. All System components shall be compatible with each
22 other.

23
24 (NOTE: See last sentence of Section 8 which reads, "All system
25 components must be approved by the System Director to confirm
26 compatibility with the System prior to the purchase of the same.)

27
28 3. The choice of System components and the operation
29 and maintenance of the System shall be based upon cost efficiency
30 (including budget constraints) and effectiveness, and upon a desire
31 to establish appropriate response to the health and safety needs of
32 the citizens of the County.

33
34 4. The Parties acknowledge that System quality is subject
35 to cost efficiency and budget constraints, and that various sections
36 of this agreement impose requirements related to budget approval.
37 These limitations shall not diminish the County's overall responsibility
38 for the System.

39
40 The System shall be governed by the Board as to those decisions reserved to the
41 Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for
42 his or her such specific decisions, all other aspects of System governance are reserved
43 to the County. Each of the four Cities and the County (representing the County as a
44 whole) shall have one seat on the Board. Each City's seat shall be filled by the City
45 Manager of such City or his or her alternate. The County's seat shall be filled by the
46 County Judge or his or her alternate. A Board member shall cease to be a Director if
47 he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to
48 be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of
49 their respective alternates. The Secretary shall notify each Party of the designation of

Formatted: Don't hyphenate

Formatted: Indent: Hanging: 0.5", Don't hyphenate,
Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" +
2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"
+ 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Widow/Orphan control, Don't hyphenate,
Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" +
2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"
+ 7" + 7.5" + 8"

the other Parties' representatives and maintain an updated list of all Directors, alternates, and the entities they represent. Each of the City Managers and County Judge shall name his or her own alternate.

An alternate shall have the authority to vote in the name and stead of the person appointing the same. Alternates shall only be appointed in writing, and shall only have authority for the particular meetings for which appointment was made. Attendance by any regular Board Member (i.e., County Judge or City Manager) at a meeting shall, without the necessity of further action, revoke the authority given to any alternate of such regular Board Member with regard to such meeting. The appointing Board Member(s) shall have the right to change or revoke appointment of his or her designated alternate at any time.

The Act of at least three Board members shall be deemed the act of the Board, except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1. and Section 10). The parties intend by this Section to require three votes to approve any matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute an act of the Board). Different voting requirements are set out in those specific circumstances referred to in Sections 4.C.1., 6.C.1., or 10.

1. Officers of the Board of Directors

(a) Designation of Officers

The officers of the Board shall be the Chair, the Vice-Chair, and the Secretary.

The office of Chair shall be the County Judge. The System Director (or, in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the Board. The office of Vice-Chair shall be rotated on an annual basis, at the first meeting of each fiscal year based on the following rotation, which shall continue through the term of this agreement:

FISCAL YEAR

VICE-CHAIR

~~02-03~~ Temple

~~03-04~~ 19-20 Killeen

~~04-05~~ 20-21

Belton

~~05-06~~ 21-22

Harker Heights

~~23-24~~ Temple

For all years after fiscal year ~~2005-2006~~ 2023 - 2024, the same rotation shall be maintained.

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate

Formatted: Indent: Left: 2", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Indent: Left: 1", First line: 0", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

(b) Duty of Officers

(1) Chair and Vice-Chair

The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair.

(2) Secretary

The Secretary will give notice of regular meetings to the Board at least fifteen (15) calendar days in advance of the scheduled date. The Secretary will deliver the agenda and supporting documentation to each Board member at least three (3) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the System Board in the manner required by law, if any, and keep minutes of Board meetings.

In calculating "calendar days" the number of days shall include both the first day and last day of the period in question, and all days in between, regardless if weekends or legal holidays or otherwise (i.e., 20 calendar days from March 1 shall be March 20).

B. Auditor of the System

The County Auditor shall serve as Auditor for the System. Allocated costs for these services shall be a part of the System budget. The County Auditor shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the System. The County Auditor will assist the System Director in developing the annual budget and maintaining accurate fiscal projections and accounts for the System.

The Board may hire an independent auditor or financial consultant in the event of a conflict of interest between the County Auditor and Board on a particular matter, or otherwise as desired by the Board.

The County Auditor shall report to the Board, and be responsible to the Board, in the conduct of his or her duties as they relate to the System.

The County Auditor shall establish the budget format for the System, establish and maintain particular funds and accounts, and furnish monthly revenue, expenditures, and funds status to the Board and Commissioners Court. In carrying out such functions, the Auditor shall follow generally accepted accounting principles applicable to the County. The Auditor shall make System books and records available to the Board, and to the public to the extent required by law.

Formatted: Indent: Left: 1.5", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Indent: Left: 2", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 C. Attorney for the System

2
3 The County Attorney shall be the Attorney for the System. Allocated costs for
4 these services shall be a part of the System budget. The Attorney shall advise the Board
5 in connection with any legal matters relating to the System, and shall attend meetings of
6 the Board as required to carry out his or her duties.

7
8 The Board may hire outside legal counsel in the event of a conflict of interest or
9 otherwise as desired by the Board.

10
11 The System Attorney shall report to the Board, and be responsible to the Board, in
12 the conduct of his or her duties as they relate to the System.

13
14 D. System Director

15
16 The System Director shall be appointed by the County Judge, in the manner
17 required by Section ~~4.C.4.~~ 4.C.4. However, the County Judge shall seek the advice
18 and counsel of the Board before making an appointment. The Director shall attend all
19 meetings of the Board as an advisory member. The Director shall be an employee of
20 the County. The Director shall be responsible for all operational and personnel matters
21 relating to the System. In particular, the Director shall:

22
23 1. enforce strict compliance with the approved annual
24 System budget and approve only expenditures authorized therein;

25
26 2. maintain an inventory of all property of the System and
27 serve as custodian of the property;

28
29 3. have overall responsibility for the operation and
30 maintenance of the System, subject to the specific authority retained
31 herein by the Board, and the general supervisory authority of the
32 County;

33
34 4. serve as Secretary of the Board of Directors and of the
35 RBO.

36
37 5. establish and maintain the Standard Operational
38 Procedures for the System.

39
40 6. ~~shall~~ provide reports to the Board, to include, but not
41 limited to:

42
43 a. Notification to the Board of any emergency
44 expenditures needed for the System within 7 days, or as soon as
45 practicable.

46 b. Monthly member event count reports

47 c. Notifications as might be required by Section 4.F.

48
49 The Director may establish user committee(s) to assist Director in the maintenance

Formatted: Indent: Left: 0", First line: 0.5", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 and operation of the System.

2
3
4 E. Regulatory Board of Operations

5
6 An advisory entity will be created, subordinate to the System Board (Board of
7 Directors), which is to be known as the Regulatory Board of Operations (hereinafter
8 referred to as the "RBO"). Membership will be comprised of the chief officer or designee
9 of each public safety agency receiving communications services from the System. Each
10 public safety agency will notify the Secretary of the RBO of the names of their respective
11 Chiefs or designees. The public safety agencies participating on the RBO include, but
12 are not limited to the following:

13
14 ~~_____~~ -AMR Ambulance Service
15 ~~_____~~ -Acadian Ambulance Service
16 ~~_____~~ -Bartlett Police Department
17 ~~_____~~ -Bartlett Volunteer Fire Department
18 ~~_____~~ -Bell County Constable Office Pct. 1
19 ~~_____~~ -Bell County Constable Office Pct. 2
20 ~~_____~~ -Bell County Constable Office Pct. 3
21 ~~_____~~ -Bell County Constable Office Pct. 4
22 ~~_____~~ -Bell County ~~County~~Attorney'sAttorney's Office
23 ~~_____~~ -Bell County District Attorney's Office
24 ~~_____~~ -Bell County Emergency Management
25 ~~_____~~ -Bell County Sheriff's Department
26 ~~_____~~ -Bell County Fire Marshall
27 ~~_____~~ -Belton Police Department
28 ~~_____~~ -Belton Fire Department
29 ~~_____~~ -Central Texas College Police Department
30 ~~_____~~ -Harker Heights Police Department
31 ~~_____~~ -Harker Heights Fire Department
32 ~~_____~~ -Holland Police Department
33 ~~_____~~ -Holland Volunteer Fire Department
34 ~~_____~~ -Killeen Police Department
35 ~~_____~~ -Killeen Fire Department
36 ~~_____~~ -Killeen Independent School District Police Department
37 ~~_____~~ -Little River/Academy Police Department
38 ~~_____~~ -Little River/Academy Volunteer Fire Department
39 ~~_____~~ -Morgan's Point Resort Police Department
40 ~~_____~~ -Morgan's Point Resort Volunteer Fire Department
41 ~~_____~~ -Moffat Volunteer Fire Department
42 ~~_____~~ -Nolanville Police Department
43 ~~_____~~ -Nolanville (Central Bell) Volunteer Fire Department
44 ~~_____~~ -Rogers Police Department
45 ~~_____~~ -Rogers Volunteer Fire Department
46 ~~_____~~ -Salado Police Department
47 ~~_____~~ -Salado Volunteer Fire Department
48 ~~_____~~ -Southwest Bell Volunteer Fire Department
49

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Indent: Left: 1", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Indent: Left: 1", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

- Sparta Volunteer Fire Department
- Temple College Police Department
- Temple Police Department
- Temple Fire Department
- Texas A&M Central Texas Police Department
- Troy Police Department
- Troy Volunteer Fire Department
- University of Mary Hardin-Baylor Police Department

The entities or departments listed above and not a part of the County or the four cities are referred to as the "Rural RBO Members". The Fort Hood Public Safety and Fire Departments and Bell County Communications Center Medical Director may also attend as a contributor (non-voting) to the RBO. Other entities that provide health or safety services in the County may participate in the RBO upon the approving vote of the RBO Board.

1. RBO Board

(a) Board Members

The voting body of the RBO (hereinafter, the "RBO Board") shall consist of ~~seven (7)~~eleven (11) members, chosen as follows:

- One (1) member shall be the Bell County Sheriff
- ~~Each Eight (8) members shall be the Fire Chief and Police Chief from each of the four (4) Cities shall appoint one (1) member.~~
- Two (2) members ~~(one being a fire chief and one being a chief law enforcement officer)~~ shall be elected by the Rural ~~(i.e., non-City)~~ RBO Members

~~Scott and White EMS and Scott and White Helicopter Service may each have a non-voting member on the RBO Board.~~

In voting for the Rural RBO Board Members, each Rural RBO department shall have one (1) vote.

RBO Board Members shall be elected or appointed annually, to coincide with the System's fiscal year.

(b) RBO Board Officers

The RBO Board shall elect their Chair and Vice-Chair to conduct the business of the RBO in the first meeting of each fiscal year. Each officer will name his or her own alternate.

Formatted: Indent: Left: 1", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Indent: Left: 1", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

In the event that the Chair or Vice-Chair ceases to be an employee of their respective agency, they will cease to be a member of the RBO Board, and the resulting vacancy shall be filled by the entities which originally elected or appointed such RBO Board member at the next regularly scheduled meeting which follows the occurrence of the vacancy.

(c) Duties of Chair and Vice-Chair

The Chair shall preside at meetings of the RBO Board. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair. The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all meetings of the RBO Board.

(d) Secretary

The System Director (or in the absence of the Director, a designated member of the ~~Director's~~ Director's staff) shall serve as Secretary of the RBO Board. The Secretary shall send notice of meetings of the RBO Board to its members, and shall keep minutes of the meetings. The Secretary will deliver the agenda and supporting documentation to each RBO Board member at least ~~three~~ (3) seven (7) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the RBO Board or ~~User~~ RBO Committees in the manner required by law, if any, and maintain the minutes of committee meetings.

~~The System Director shall also serve as Secretary of any meeting of the full RBO membership.~~

F. Meetings of the System Board of Directors, RBO and RBO Board

1. Meetings of the System Board of Directors

The Board shall conduct regular ~~meetings Thursday, holding at least one regular meeting each quarter.~~ meetings on the last Thursday of every odd numbered month. The first meeting after the start of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Board Chair.

The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A called Board meeting shall be called upon the request of the Chair or any two (2) Board members, with the persons calling the meeting setting the date and hour thereof. Absent an emergency, the Secretary of the Board shall give each Board member at least three (3) calendar days notice of any specially called Board meeting, such notice to set out the date, time, place, and proposed subject matter of the meeting.

Formatted: Don't hyphenate

Formatted: Widow/Orphan control, Don't keep lines together, Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

The location for the conduct of meetings shall be as determined by the Board, and shall be the System's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair, and notice of System Board meetings shall be posted in compliance with applicable law.

2. Meetings of the RBO Membership and RBO Board

The RBO membership (including the RBO Board) shall conduct regular meetings, holding at least one regular meeting every ~~calendar month~~odd numbered months unless the RBO Board determines otherwise. Unless otherwise agreed by the RBO Board, regular meetings of the RBO Board shall be bi-monthly on the last Monday of each odd numbered month. The RBO Board may provide for additional meetings as needed depending upon the pressure of business and as may reasonably be requested by the Chair of the RBO Board, ~~or by any two members of the RBO Board.~~ The date and hour of any regular meeting shall be scheduled by order of the Chair of the RBO Board, a copy of the order to be filed with the Secretary of the System Board of Directors. Absent a contrary decision by the Chair of the RBO Board the location for the conduct of the meetings shall be the System's central dispatch building. Absent an emergency, the Secretary of the RBO shall give at least three (3) calendar ~~days~~days notice of each RBO meeting to the members of the RBO.

Only the RBO Board shall have voting rights as to any matter before the RBO, and any vote of the RBO Board shall be deemed taken on behalf of the RBO as a whole. A majority of the RBO Board shall constitute a quorum of the RBO Board, and the vote of a majority of RBO Board members present at a meeting at which a quorum is present shall be binding.

~~The RBO Board may designate subcommittees for technical or advisory projects, but subcommittees shall only make recommendations or provide advice to the RBO Board, and the RBO Board must approve subcommittee recommendations.~~

3. Meeting Rules

~~The System Board and the RBO Board shall adopt rules for conducting their respective meetings and other business.~~

4. Minutes

~~The Director (or in the absence of the Director, the designated member of the Director's staff) shall keep minutes of regular, adjourned regular and special meetings of both the System Board and the RBO Board. A copy of the System Board minutes and RBO Board minutes shall be provided to each System Board member, the System Director, and to each RBO member.~~

Formatted: Indent: Left: 1", Widow/Orphan control, Keep with next, Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

5. Quorum

A majority of the System Board determined per capita constitutes a quorum for the transaction of business by the System Board. A majority of the RBO Board determined per capita constitutes a quorum for the transaction of business by the RBO Board.

6. Representation of the Regulatory Board of Operations

The Chairperson of the RBO Board will represent the RBO on the Board of Directors. The RBO chair shall be a non-voting member of the System Board of Directors, and shall attend all meetings of the System Board.

7. Voting

For purposes of this Agreement, "per capita" means that each City and the County shall have one vote each. "Majority in interest" means a group of Cities and/or the County whose "use percentage" (shown on Exhibit B) exceeds in the aggregate more than fifty percent (50%) during the year at which such vote is taken.

Section 4. Powers and Duties

A. Authority of the County

In accordance with the provisions of the Act, the Parties hereby delegate to the County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain, operate and lease, real and personal property (whether tangible or intangible), and related facilities (all being a part of the System) and to employ personnel or engage the services of others, for the purpose of providing for public health and safety communications in the County. It is the intention of this paragraph that the County have complete authority to carry out all activities related to the System, subject to the approval of the Board or the other Parties only if such approval(s) are expressly set out elsewhere in this agreement.

In carrying out its responsibilities, the County shall be subject to the same standards set forth in the first paragraph of Section 3A. As the provider of the System, the County shall endeavor to meet desired quality standards established by the Parties hereto, also taking into account cost efficiency, System effectiveness, budget constraints, and System compatibility.

The County is authorized in its own name to perform all acts necessary for the establishment, operation, and maintenance of the System, including, but not limited to, any or all of the following:

1. to make and enter into contracts, it being understood that all contracts regarding the System shall be entered in the name

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

of the County unless the Board determines otherwise;

2. to employ or engage the services of agents, independent contractors, and employees;

3. to acquire, construct, manage, maintain and operate any buildings, works, improvements, equipment, or other real or personal property (whether tangible or intangible);

4. to acquire, hold, lease, or dispose of property;

5. to incur debts, liabilities or obligations, provided the same shall be obligations of the County, with the only financial obligations of the Parties being as set forth in Section 6 or Section 10 hereof (or at the option of the Parties, as set forth in Section 8 hereof);

6. to receive gifts, Assessments and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;

7. to provide or contract for communications services to or with non-public agencies or other entities not a Party hereto;

8. to carry out the policies of the Board.

Such powers shall be exercised in the manner provided in the Act and as expressly set forth in this agreement. The County shall not carry out any activities contrary to the authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved to the Board herein but it is further understood that the Board's sole authority in regard to the System is as set out in Section 4C, or as otherwise expressly reserved to the Board herein.

The County is hereby authorized to exercise its powers as needed to implement the purposes of this agreement. The County is empowered and by this agreement authorized to assess the Parties to finance the entire operation and maintenance of the System in the manner set forth in this agreement.

B. Communication Services to Other Agencies

Upon the approval and recommendation of the Board of Directors, the County may provide dispatch or other communication services to private agencies and/or public agencies not a Party to this agreement, so long as there is no degradation of services to the public health and/or safety. Such service shall be evidenced by contract or interlocal government agreement.

1 The County shall establish the amount of charge for the service. Charges will be
2 set with the intent of recovering all capital, operational, and maintenance costs expended
3 in providing the services to a particular agency, both annually and for prorated periods
4 thereof.

5
6 C. Authority of the Board of Directors

7
8 The Board of Directors, as the governing and administrative body of the System,
9 shall exercise the following authority:

10
11 1. The Board shall recommend the annual System budget
12 and provide a copy of the proposed budget to the Cities and the
13 County by each May 1 for the following fiscal year beginning each
14 October 1, provided, the final budget shall be adopted by the County.
15 In that regard, should any member of the Board request the same,
16 the Board shall recommend an annual System budget by vote of a
17 majority in interest (in the same manner referred to in Section
18 403.F.7) and not by a per capita vote.

19
20 2. The Board shall review System expenditures.

21
22 3. The Board shall consider the recommendations of the
23 RBO.

24
25 4. The County Judge shall appoint the System Director.
26 In making the appointment of the System Director, the County Judge
27 may shall seek advice and counsel from the Board.

28
29 5. The Board shall approve the provisions of
30 communications services to any entities not a Party to this
31 agreement, provided, the County shall ultimately approve the same
32 and be the contract party for such agreements.

33
34 D. Advisory Authority of the RBO

35
36 The RBO shall review all Standard Operational Procedures (SOP), programs and
37 situations and make recommendations as they pertain to the dispatch of police, fire and
38 EMS services. If applicable, the RBO will consider User Committees' recommendations.
39 At the request of the Board or the System Director, the RBO shall respond to requests for
40 information, research and investigations.

41
42 E. User Committees

43
44 User Committees members and chairs will be appointed by the RBO Board. The
45 Committees will be open to personnel directly employed by agencies represented in this
46 agreement, and will be representatives of the particular discipline being considered by
47 that committee. User Committees will make recommendations on proposed SOP.

User Committees should be comprised of individuals with expertise or experience in that discipline. The System Director or his designee shall be a member of each Committee.

F. Member Duty to Notify of Protocol Changes

All members have the right to change, alter, or otherwise modify their respective protocols relating to any matter associated with the operation and response of their first responder agency. However, with respect to any changes, alterations, or modifications that have the potential to impact event counts attributable to that member, said member shall notify the Director within 7 days of any changes, alterations, or modifications. The Director shall then notify all the members within 7 days.

Section 5. Facility

The County is empowered to purchase, lease or otherwise obtain the use of an existing facility or build a new facility for the purposes of locating and establishing the consolidated communications center, all at the County's expense. The center proper shall include at least the following: (1) dispatch area; (2) supervisors and management administrative offices, including Director, operational and technical managers, clerical, computer resource and reception office space; (3) radio equipment room; (4) computer/telephone/recording equipment room; (5) storage for inventory, supplies and records; (6) locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-purpose classroom, conference room and emergency operations center.

All equipment and materials within the facility will be supported and maintained through an annual operational budget. All new equipment or materials used as part of the "System" will be owned as set forth Section 8.

The Parties agree that this shall not be a contract for the financing or acquisition of any of the assets comprising the System, including the center.

Section 6. Fiscal Year and Annual Budget

A. Fiscal Year

The System's fiscal year shall be the twelve month period commencing each October 1, and ending the following September 30, ~~except if the effective date of this agreement is other than October 1, in which case the first fiscal year shall be the short year commencing the effective date and ending the following September 30.~~

B. Annual Budget

1. The System shall operate only under an approved fiscal year budget. The System may not operate at a deficit. The Parties shall pay for the entire costs of operation and maintenance of the System, with annual System expenditures determining the total amount of assessment required.

2. From the date of this Agreement through the end of fiscal year ending September 30, ~~2007~~2020, the assessments and

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Assessments shall be as set forth in Exhibit "B".

3. Each annual operating budget shall include a reasonable reserve contingency. Money may be expended from this reserve only with the express approval of the County. The unspent portion of the reserve shall be carried forward to the next fiscal year (in addition to the reserve Assessment for each such fiscal year). The Auditor shall periodically report to the Board on the amount on deposit in such fund, how the same is invested, and how it is being expended.

4. The total assessment against each of the Parties will be reduced by revenue from entities not a party hereto (i.e., not otherwise expended to serve the System), by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable, or by other revenues available to the System (in excess of amounts required by the budget) as of the date such budget is determined. In that regard, the Parties acknowledge that the County shall have the right to deny service to entities other than the Cities unless such entities agree to pay a share of System assessments. In that event, before any such entity becomes a "Party" hereto, the same shall require those approvals referred to in Sections 13 and 14 hereof.

5. In the event that emergency expenditures are required to maintain System integrity in excess of amount budgeted therefore, the County is authorized to incur the same first from the reserve, and second from other funds available to the County. The budget for the next fiscal year shall include amounts to restore such reserve fund, or to reimburse the County for any unreimbursed expenditures, respectively.

6. The budget shall be recommended to the County for each fiscal year on or before ~~June~~May 1st prior to the beginning of such fiscal year. A copy of the System budget and each Party's assessment shall be delivered to each Party immediately after the System budget is adopted.

~~7. Notwithstanding that the County is solely responsible to pay all Capital Costs each year's System budget shall state those Capital Costs the County anticipates it will incur during the same following budget year.~~

For the purposes of this agreement, "Capital Costs" shall mean all costs incurred by the County for assets having a useful life of longer than one year from the date of acquisition and have a dollar value greater than \$100,000 or that are associated with the communication center building or backbone, regardless of the dollar value. The backbone consists of the server room, the equipment at the tower

1 sites and the symphony consoles. Examples of building and
2 backbone assets include, but are not limited to, HVAC, UPS, parking
3 lots and dispatch consoles. The County shall determine which costs
4 are "Capital Costs" which benefit the System in accordance with
5 generally accepted accounting principles.

- 6
7 8. The Parties hereby agree that payment of the assessments shall
8 fairly compensate the performing Parties (including the County) for
9 the services or functions performed hereunder, as provided in the
10 Act.

Formatted: Indent: Hanging: 0.5", Don't hyphenate,
Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" +
2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"
+ 7" + 7.5" + 8"

11
12 89. As provided in Section 4.C.1, the System budget for
13 each fiscal year must be recommended by the System Board, but be
14 finally approved by the County. In that regard, the County shall
15 have discretion to follow its normal budget process as it would for
16 any unit of County government, including the authority to adopt the
17 final budget notwithstanding contrary recommendations of the
18 Board. The County may make adjustments to the budget during any
19 year if required to maintain System integrity.

20
21 C. Budget Elements

22
23 Each Party hereby agrees to pay an amount equal to its Assessment, as
24 based upon the assessment percentages as described in Exhibit "B."

25
26 The County shall be responsible for all capital expenditures, as may be
27 necessary to accomplish the purposes set forth in this Agreement for a consolidated
28 communications system.

29
30
31 1. Payment of Assessments

32
33 Upon adoption of the fiscal year budget by the County ~~(with~~
34 ~~the first budget anticipated to take affect with the fiscal year beginning~~
35 ~~October 1, 2002,~~ and the forwarding thereof to the governing bodies of the
36 Parties by the Board Secretary, unless otherwise specified by the order of
37 the Board, the ~~Assessment~~Assessments as described in Exhibit "B" ~~is~~are
38 automatically due and payable without further notice as follows:

Formatted: Widow/Orphan control, Don't keep with
next, Don't keep lines together, Don't hyphenate, Tab
stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" +
3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7"
+ 7.5" + 8"

39
40 October 15 25% of total Assessment
41 January 15 25% of total Assessment
42 April 15 25% of total Assessment
43 July 15 25% of total Assessment

Formatted: Don't hyphenate

Formatted: Indent: Left: 1.06", Don't hyphenate, Tab
stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" +
3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7"
+ 7.5" + 8"

44
45 In the event funds are not available as needed, the County
46 shall advance necessary funds as with any other division of County
47 government.

Formatted: Don't hyphenate

Formatted: Indent: Left: 1", First line: 0", Don't
hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" +
1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"
+ 6" + 6.5" + 7" + 7.5" + 8"

1 Amounts advanced by the County shall be deemed System expenditures,
2 to be reimbursed by all Parties in the next assessment due after each such
3 advance is made.

4
5 _____ Assessments shall be payable only from current revenues of
6 each Party, as provided in the Act. Each Party agrees to provide in its
7 annual budget for current revenues to be available in an amount adequate
8 for that Party's Assessment for the same fiscal year.

9
10 At least annually, the Director shall present a cost of service study to the
11 Board showing annual System costs as compared to budgeted line items.

12
13 A five (5)% late charge shall be imposed upon Assessment payments not
14 received within thirty (30) calendar days following the scheduled dates for
15 payment. An additional five (5)% shall be imposed if payment is not made
16 within an additional thirty (30) calendar days. If ~~an~~ Assessment, including
17 late charges, is not paid in full within seventy-five (75) calendar days
18 following any scheduled due date, the Party shall be in default and subject
19 to termination upon the vote of a majority in interest (determined in
20 accordance with Section ~~6-B-23.F.7~~) of the other members on the Board.
21 The late Party shall not have the right to vote, or be counted in determining
22 a majority in interest.

23 24 D. Budget Authority of Director

25
26 The Director for the System has the power fully to implement the approved budget.
27 However, the Director may not exceed the personnel staffing authorized in the budget,
28 either in number, position, classification or salary. In addition, the Director may not
29 exceed any line item, utilize the reserve contingency, or exceed the total amount of
30 approved budgeted expenditures without the approval of the County.

31
32 The Director may recommend expenditures for approval separate from the budget
33 process, in which case the further recommendation of the Board and approval by the
34 County is required prior to any actual expenditure. The Director may also seek
35 authorization from the Board, and subsequently the County, for budgetary transfers or
36 budget adjustments as necessary.

37 38 **Section 7. Personnel**

39 40 A. Director

41
42 The Director is authorized to act on the behalf of the Board and the County in all
43 matters of personnel administration, given the positions and funding authorized by the
44 County in the annual System budget. This includes, but is not limited to, hiring,
45 supervisory direction, performance evaluations, disciplinary actions and terminations.
46

1 The County shall establish employment conditions and regulations, including
2 policies and procedures. Insofar as the staff will be County employees, the Personnel
3 Handbook shall be consistent with County employment policies.

4
5 System personnel shall be subject to grievance or other personnel procedures
6 applicable to County employees.

7 8 9 B. Supervisory and Operations Positions

10 The County shall employ supervisory and operations staff as approved in each
11 System budget. All such persons shall be employees of the County. All positions must
12 be recommended by the Board as part of the System budget process, and provided for
13 in the annual System budget adopted by the County. The County may utilize the
14 services of the personnel director of any of the Parties to create any needed class
15 specifications, job descriptions, or address other personnel matters.

16 17 18 C. Salaries and Benefits

19 The Board shall recommend, and the County shall determine, the salaries of the
20 System staff as part of the budget process. Employee benefits shall be determined in
21 accordance with the County's employee benefit plan for persons making such salaries.

22 23 24 Section 8. Capital Assets and Acquisitions

25 Except as provided below, this agreement shall not be construed to require sharing
26 of any capital costs whatsoever. The Parties intend:

27
28
29 1. _____ 1. ~~to~~To share the costs of operating and maintaining
30 the System, but

31
32 2. _____ The County shall be responsible for system capital costs, save and
33 ~~except capital~~ systemSystem improvements initiated by any other
34 party.

35 The County shall acquire and be the owner of the initial System, provided, the City
36 of Temple shall acquire and own the initial Intergraph Public Safety Contract and related
37 assets (with such assets and contract to be dedicated exclusively to the System, and to
38 be a part of the System throughout the term of this agreement). Thereafter capital assets
39 shall be acquired in the name of, and at the expense of the Cities or the County, as each
40 such purchasing Party shall determine from time to time. No new capital assets will be
41 acquired which would not be compatible with the System at the time of acquisition.

42
43 The County will determine what communications equipment is necessary to
44 operate and maintain the System— and be responsible for any equipment expense with
45 a dollar threshold of more than \$100,000 or that is part of the communication center
46 building or backbone.
47
48

Formatted: Don't keep with next, Don't keep lines together, Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Indent: Left: 1", Hanging: 0.5", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 Each Party shall have the right to add components (the "Separate Components")
2 to be used by such Party along with the System, but such Separate Components (a) shall
3 not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree,
4 and (b) must be compatible with the remainder of the System.

5
6 All System Components must be approved by the System Director to confirm
7 compatibility with the System prior to ~~connection to the~~ system purchase of the same.

8 9 10 **Section 9. Term of Agreement**

11
12 This agreement shall be effective from the date of execution and shall extend to
13 September 30, ~~2007~~2025. This agreement shall continue in full force and effect
14 thereafter, provided any Party may withdraw on two years notice as provided in Section
15 10 B, or a Party may be terminated as provided in Section 10 A.

16
17 Withdrawal or termination of any Party shall not have the effect of terminating this
18 agreement as to the remaining Parties. Should a Party withdraw or be terminated, the
19 Assessment percentages of the remaining Parties shall be adjusted to take into account
20 such withdrawal or termination.

21 22 **Section 10. Termination or Withdrawal**

23 24 **A. Termination**

25
26 Each Party shall remain a Party to this agreement and share in the costs of
27 operation and maintenance of the System until the end of the Term applicable to such
28 Party (being the latter of (a) September 30, ~~2007~~2025, or (b) the period which is two years
29 after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on
30 payment of any Assessment, or otherwise breaches this agreement, such Party shall be
31 subject to termination as a Party to this agreement upon the vote of a majority in interest
32 (determined in the same percentage as set forth in ~~Sections 6.B.2~~Section 3.F.7) of the
33 other Parties. The breaching Party shall not be entitled to vote on its own termination,
34 or be counted in determining a majority in interest. The terminated Party shall remain
35 liable for any defaulted payment and late charges for the period ending on the last day of
36 the fiscal year after the fiscal year in which the breach occurred. Such subsequent
37 Assessments will be determined as if the terminated Party were still a Party to the
38 agreement at the same Assessment rate in effect at the date of termination. The
39 Assessment will be due and payable at the same time Assessments are due from the
40 remaining Parties for the fiscal years in question.

41
42 The remaining Parties shall attempt to mitigate the damages caused by termination
43 by either obtaining other "Parties" hereto, or by reducing System expenses, but until any
44 mitigation actually occurs the terminated Party shall remain liable for its assessment in
45 full for the remainder of the ~~term~~Term. The type of activities to be taken in mitigation
46 shall be determined in the sole discretion of the remaining Parties.

47
48 All Parties agree that the System is configured, and System expenditures are
49 committed, on the understanding that all Parties will remain "Parties" at least until the end

Formatted: Don't hyphenate, Tab stops: Not at 0" +
0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5"
+ 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" +
8"

1 of the Term, and that the payments to be made hereunder represent reasonable
2 liquidated damages and not a penalty.

3 4 B. Withdrawal

5
6 A Party may give notice of withdrawal as a Party to this agreement without penalty
7 provided such withdrawal shall not be effective prior to September 30, ~~2007~~2025, and
8 withdrawal shall be effective only upon two (2) year's written notice to the other Parties.
9 Such withdrawing Party shall perform all obligations under this agreement until the
10 effective date of withdrawal.

11 12 C. Legal Redress

13
14 The County shall have the right to seek legal redress, if necessary, to obtain
15 payment on amounts due, or otherwise to enforce the terms of this agreement.

16 17 D. Use of System and System Assets

18
19 Upon termination or withdrawal:

20
21 _____1. Any withdrawing or terminated Party shall no longer
22 receive services from the System after the effective date of
23 termination or withdrawal. The "effective date of termination" shall
24 be the end of the applicable period in Section 10A(i) or (ii). The
25 effective date of withdrawal is defined in Section 10B.

26
27 _____2. The withdrawing or terminating Party shall leave as
28 part of the System (i) those assets owned by it, (ii) previously used
29 as part of the System, and (iii) which the remaining Parties desire to
30 use as part of the System. If the remaining Parties desire to use
31 any such assets, they shall purchase the same at the then current
32 book value from the withdrawing or terminating party. If such a
33 purchase occurs, an offset may be taken of (i) any amount owed by
34 the withdrawing or terminating Party hereunder against (ii) the
35 amount paid for such assets, said offset to be taken at the time of the
36 purchase.

37 38 E. Review of Agreement

39
40 A review of this agreement will occur annually during ~~the each annual~~ budget
41 process, ~~beginning with the FY 2006 budget.~~

42 43 Section 11. Dissolution

44
45 This Agreement may be terminated in its entirety only on or after
46 ~~October 1, 2007~~, and then only with the unanimous consent of the
47 Parties. Dissolution shall only be effective upon the last day of the fiscal year, but shall
48 in no event be effective until the requirements of Section 12 are met. Any individual
49 Party may withdraw as provided in Section 10 B.

Formatted: Widow/Orphan control, Keep with next,
Don't keep lines together, Don't hyphenate

Formatted: Indent: Left: 1", Hanging: 0.5",
Widow/Orphan control, Keep with next, Don't
hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" +
1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" +
5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Formatted: Indent: Left: 0", First line: 0", Don't
hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" +
1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" +
5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Section 12. Disposition of Assets

A. Process of Winding Up

This agreement may not be terminated or disposition of assets made to the Parties to the agreement until the County reasonably exhausts all means of collecting any monies due hereunder, and identifies and satisfies all obligations and liabilities related to the System. A final accounting shall be prepared by the Auditor, and be submitted to the County and the Board and be approved by both the County and the Board, before any final disposition of assets may be made and termination of the agreement consummated.

B. Asset Distribution

Upon termination the Parties shall retain title to those assets purchased in their individual names. As to any capital assets purchased in common ~~(as provided in Section 8)~~, and as to any monies held in System accounts, such capital assets and monies shall be distributed according to the relative assessments paid by the Parties during the five years immediately preceding termination.

Section 13. Amendment to Agreement

The agreement may be amended only by a unanimous vote of the Parties hereto as of the date of the Amendment. Any proposed amendment shall be formally directed to the Board. The Board shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each Party to the agreement. A proposed amendment must be approved by the governing body of each Party to be effective. The Secretary shall notify each Party of the resultant action.

Section 14. Additional Parties to Agreement

Entities which are not Parties in this agreement, may become Parties hereto only by amendment to this agreement as defined in Section 13 and subject to the following terms and conditions:

A. Buy-in

A new Party's assessment shall be determined by formula approved by the Board. Any Parties incurring capital costs for the System ~~(anticipated to be solely the County)~~ shall determine the capital portion of any buy-in fee for long term fixed assets used in the System (capital expenditures) and associated debt attributed to the System at the time of the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties which previously incurred capital costs for assets used as part of the System, in proportion to the costs paid by such Parties.

The Board may determine as an additional component of any buy-in fee a charge to be made for the new Party's assuming the use of the operating System.

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 B. Effective Date

2
3 The effective date of the amendment to this agreement and inclusion as an
4 additional Party shall only occur on the first day of any fiscal year. Such public agencies
5 that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto
6 and may appoint one RBO Board member for each new Party and a representative to the
7 RBO Board as defined in this agreement.
8

9 **Section 15. Street Use License**

10
11 Each City hereby grants to the County a non-exclusive license to use the public
12 roads, streets, alleys, and rights-of-way of such City where the System is to be located.
13 This license shall be granted within each City so long as any Party is making use of the
14 System, notwithstanding the City granting such license may no longer be a party to this
15 agreement. This license is subject to any applicable City Charter limitations as to each
16 City. Each City reserves the right to oversee construction and maintenance of the
17 System within its City limits with regard to safety concerns or code requirements of such
18 City. Each City shall determine, in cooperation with the County, the location of the
19 System within such City. Such license is granted to allow, and limited to, all Parties to
20 this Agreement having authority to carry out the intents and purposes of this Agreement,
21 including but not limited to the right to install, remove, operate, maintain, modify, move
22 (but only with the consent of the City) or otherwise use the System. In consideration of
23 the public benefit to be derived by each City from the provision of the System, each City
24 agrees not to assess or impose any fee for any use of the System in furtherance of the
25 Agreement and in conformance with this limited license.
26

27 This license is not a franchise, nor is it intended to give any third parties (whether
28 profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the
29 System for any purpose other than contemplated herein by the parties. Each City
30 reserves the right to require a franchise agreement from any user of the System not a
31 party to this Agreement.
32

33 **Section 16. Severability; Compliance with Applicable Law**

34
35 Should any part, term, portion or provision of this agreement, or the application
36 thereof to any person or circumstances, be in conflict with any State or Federal law, or
37 otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,
38 terms, portions or provisions, or the application thereof to other persons or circumstances,
39 shall be deemed severable and shall not be affected thereby. The Parties further intend
40 for this Agreement to be modified to comply with any applicable state or federal law
41 (should it be determined not to be in compliance), and to remain binding between them
42 as so modified. In particular, but without limiting the generality of the foregoing, the
43 Parties intend for this Agreement to remain binding against each of them notwithstanding
44 any legal requirement that would alter the term hereof, or change the way in which any
45 party is required to pay its share of assessments; (i.e., the Parties will remain bound
46 hereunder, subject to such modified terms).
47

48 In carrying out its obligations hereunder, the County shall follow those laws
49 applicable to Texas counties.

1
2 **Section 17.—Tax Exempt Bonds**
3

4 ~~_____ The Parties acknowledge that the initial System is being financed with tax exempt~~
5 ~~obligations of the County and the City of Temple, and no use shall be made of any System~~
6 ~~assets which would cause such obligations to be "private activity bonds", "arbitrage~~
7 ~~bonds", or otherwise result in the interest on such obligations being includable in the gross~~
8 ~~income of the holders thereof for purposes of federal income tax.~~
9

10 **Section 18. Force Majeure.**
11

12 (a) If for any reason of "force majeure" any of the Parties hereto shall be
13 rendered unable, wholly or in part, to carry out its obligations under this agreement, other
14 than the obligation of the Parties to make the payments required under the terms of this
15 agreement, then if such party shall give notice and the full particulars of such reasons in
16 writing to the other Parties within a reasonable time after the occurrence of the event or
17 cause relied on, the obligation of the Party giving such notice, so far as it is affected by
18 such "force majeure", shall be suspended during the continuance of the inability then
19 claimed, but for no longer period, and such Party shall endeavor to remove or overcome
20 such inability with all reasonable dispatch. The term "force majeure" as employed herein
21 shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the
22 public enemy, orders or actions of any kind of the Government of the United States or of
23 the State of Texas or any civil or military authority, insurrections, riots, epidemics,
24 landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,
25 arrests, restraints of government and people, civil disturbances, explosions, breakage or
26 accident to dams, machinery, pipelines, or canals or other structures or machinery, on
27 account of any other cause not reasonably within the control of the Party claiming such
28 inability. It is understood and agreed that the settlement of strikes and lockouts shall be
29 entirely within the discretion of the Party having the difficulty, and that the above
30 requirement that any "force majeure" shall be remedied with all reasonable dispatch shall
31 not require the settlement of strikes and lockouts by receding to the demand of the
32 opposing parties when such settlement is unfavorable to it in the judgment of the Party
33 having the difficulty.
34

35 (b) No damage shall be recoverable from the County or the Cities by reason of
36 the causes above mentioned.
37
38 _____

Formatted: Widow/Orphan control, Don't keep with next, Don't keep lines together, Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

1 IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be
2 executed and attested by their proper officers hereunto duly authorized, and their official
3 seals to be hereto affixed, as of the day and year first above written.

Formatted: Don't hyphenate

Formatted

4
5
6 ~~The~~ City of Belton, Texas

7
8
9 BY: _____

10
11
12
13 ~~The~~ City of Harker Heights, Texas

14
15
16 BY: _____

17
18
19
20 ~~The~~ City of Killeen, Texas

21
22
23 BY: _____

24
25
26
27 ~~The~~ City of Temple, Texas

28
29
30 BY: _____

31
32
33 Bell County, Texas

34
35
36 BY: _____

Exhibit "A"

The System shall be comprised of the following:

- (1) Communications Center building located at 708 West Avenue O, Belton, Texas (referred to in Section 5 of the Agreement).
- (2) Fiber Optic Backbone.
- (3) 800 MHZ radio system.
- (4) Computer ~~aided dispatch~~ Aided Dispatch equipment ~~and software.~~

1

Formatted

Formatted: Don't hyphenate

Formatted: Font: Univers

Formatted: Tab stops: 3.25", Centered

Exhibit "B"

- (1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, ~~2002~~2020, shall be used to establish assessments for the ~~2003-2004~~2021-2022 fiscal year.

- (2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.
- (3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

- ~~(4) The Assessments shown below for 2002-2003 are the actual assessments for that fiscal year. All other "Use %" figures are examples, except for the "Bell County Base".~~

Estimated assessment percentages and County Base Assessments for fiscal years 2002-2003 through 2006-20072020-2021, are as follows:

**actual events, subject to annual review*

2002-2003		Law En- force- ment Count	2019 Cal- endar Year		
		As- ses sm ent *U	Use	Proposed	
		se	Use	New	2001
		Ba	*20	Amt	Amt
		se	Us-		
		d	age		
		on	x		
		Us-	50		
		ag	%		
		Bud	get		

e
%

Belton	9.28		281405.98	1965	18362
Harker H	12.67		384204.07	2073	18961
	97		622730.00		
	91	667			
	59.	849.			
	38	00			
	32.	16.	1.52		
	29	45	0.39		
Killeen	91	5	5.43		
	89		706561.00		
	63	747			
	75.	865.			
	29.	08	00		
	56	11.	1.07		
	23.	67	8.73		
Temple	35	5	6.96		
Bell Co-	16.2		491247.50	9427	92013
Bell Co-	-			2700	0.00
	100		3032392.00	3032	26226
2003-2004					
ENTITY	*Use	Use x 65%		New-2002-	
Belton	9.28		6.03	1829	19659
	12.				
Ha	67				
rke	24				
r	97				
H	32.				
Hei	8.2	89			
ght	44	4.2	207317.00	391,302.	
s	7	35	01		
Killeen	32.29		20.99	6364	66784
Temple	29.56		19.21	5826	74786
Bell Co-	16.2		10.53	3193	12127
Bell Co-	-		35.00	1061	0.00
	100		100.00	3032	30323
2004-2005					
ENTITY	*Use	Use x 60%		New-2003-	
	168		182914.07		
	843.				
	5.5	75			
	9.2	73.	328.		
	87.	55	471.		
Belton	11	5	94		
Harker H	12.67		7.60	2305	24973

Formatted: Font: Calibri, 11 pt, Bold, Font color: Black

Deleted Cells

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted Table

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted Table

Deleted Cells

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Deleted Cells

Formatted

Formatted

Formatted

Formatted Table

Formatted

Formatted

Formatted

Formatted

Formatted

Killeen 32.29 19.37 5874 63645
Temple 29.56 17.74 5378 58264
294 319311.19
748.
9.7 79_
Bell Co 28. 21 1.30
UseCoun 16. 4.0 0.95
tv 2. 80 2.16
Bell Co- - 40.00 1212 10613
100 100.00 3032 30323
2005-2006
ENTITY *Use Use x 55% New- 2004-
Belton 9.28 5.10 1547 16884
Harker H 12.67 6.97 2113 23052
Killeen 32.29 17.76 5385 58749
Temple 29.56 16.26 4930 53782
Bell Co- 16.2 8.91 2701 29474
Bell Co- - 45.00 1364 12129
100 100.00 3032 30323
2006-2007
ENTITY *Use Use x 50% New- 2005-
Belton 9.28 4.64 1407 15477
Harker H 12.67 6.34 1921 21131
Killeen 32.29 16.15 4895 53853
Temple 29.56 14.78 4481 49300
Bell Co- 16.2 8.10 2456 27018
151 1364577.75
619
50. 7_
Bell Co 00 4.61
BaseCou 00 9.85
nty 0 8.50
303 3032395.00
239
10 \$_
10 0.0 9.23
0.0 00 9.71
Total 0 00 7.00

Deleted Cells

Formatted: Left, Widow/Orphan control, Don't keep lines together, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Right, Widow/Orphan control, Don't keep lines together, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted Table

Formatted: Widow/Orphan control, Don't keep lines together, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted

Deleted Cells

Formatted

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted

Formatted Table

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted

Formatted

Formatted

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Calibri, 11 pt, Font color: Black

Formatted: Font: Arial

Formatted

Formatted: Footer, Hyphenate

Formatted: Font: 10 pt

COMMUNICATIONS SYSTEM AGREEMENT

TABLE OF CONTENTS

RECITALS	PAGE
Section 1.	Restatement and Recitals 1
	Purposes 2
Section 2.	Designation of System Operator 2
Section 3.	Governance 3
A.	Board of Directors 3
1.	Officers of Board of Directors 4
(a)	Designation of Officers 4
(b)	Duty of Officers 5
(1)	Chair and Vice-Chair 5
(2)	Secretary 5
B.	Auditor of System 5
C.	Attorney for the System 6
D.	System Director 6
E.	Regulatory Board of Operations 7
1.	RBO Board 8
(a)	Board Members 8
(b)	RBO Board Officers 8
(c)	Duties of Chair and Vice-Chair 9
(d)	Secretary 9
F.	Meetings of System Board of Directors, RBO, and RBO Board 9
1.	Meetings of the System Board of Directors 9
2.	Meetings of the RBO Membership and RBO Board 10
3.	Meeting Rules 10
4.	Minutes 10
5.	Quorum 10
6.	Representation of the Regulatory Board of Operations 11
7.	Voting 11
Section 4.	Powers and Duties 11
A.	Authority of the County 11
B.	Communications Services to Other Agencies 12
C.	Authority of the Board of Directors 12
D.	Advisory Authority of the RBO 13
E.	User Committees 13
Section 5.	Facility 13
Section 6.	Fiscal Year and Annual Budget 14
A.	Fiscal Year 14
B.	Annual Budget 14

1	C.	Budget Elements	15
2	1.	Payment of Assessments.....	15
3	D.	Budget Authority of Director	16
4			
5	Section 7.	Personnel	17
6	A.	Director.....	17
7	B.	Supervisory and Operations Positions	17
8	D.	Salaries and Benefits	17
9			
10	Section 8.	Capital Assets and Acquisitions	17
11			
12	Section 9.	Term of Agreement	18
13			
14	Section 10.	Termination or Withdrawal	18
15	A.	Termination	18
16	B.	Withdrawal	19
17	C.	Legal Redress	19
18	D.	Use of System and System Assets	19
19	E.	Review of Agreement.....	19
20			
21	Section 11.	Dissolution.....	20
22			
23	Section 12.	Disposition of Assets	20
24	A.	Process of Winding Up.....	20
25	B.	Asset Distribution	20
26			
27	Section 13.	Amendment to Agreement	20
28			
29	Section 14.	Additional Parties to Agreement.....	20
30	A.	Buy In.....	20
31	B.	Effective Date	20
32			
33	Section 15.	Street Use License	21
34			
35	Section 16.	Severability; Compliance with Applicable Law	21
36			
37	Section 17.	Force Majeure	22
38			
39	Exhibit A (List of System Assets)	A-1	
40	Exhibit B (Assessment Percentages).....	B-1	
41			

1 AGREEMENT

2
3 THE STATE OF TEXAS

4
5 COUNTY OF BELL

6
7 AMENDMENT

8
9 The following is an amendment and restatement of this Agreement, taking into
10 account amendments approved by the Cities of Belton, Harker Heights, Killeen and
11 Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment
12 took effect on _____, 2021, the date of final approval by the County and the
13 Cities in accordance with Section 13 hereof. The original Agreement was dated
14 October 1, 2002.

15
16 In order to establish, operate and maintain a consolidated communications system
17 for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and
18 throughout Bell County, Texas (the "County"), including the communities and agencies
19 served by the Bell County Sheriff's Office (including but not limited to those entities which
20 are part of the RBO as defined in Section 3E), the parties agree to the following:

21
22 This agreement, entered into this _____ day of _____ in
23 the year 2020 by and among the Cities, and the County is entered into pursuant to the
24 provisions of Texas Government Code Ann. § 791.001 et seq (Vernon Supp. 1992) (the
25 "Act") relating to joint exercise of powers, for the purpose of operating and maintaining a
26 consolidated communications system. The Cities and the County shall sometimes be
27 referred to herein as the "Parties".

28
29 WITNESSETH:

30
31 WHEREAS, the County has purchased and provided a trunked 800 Megahertz
32 Public Radio System for the express purpose of the support of public health and safety;
33 and

34
35 WHEREAS, the County has purchased and provided a computer system to provide
36 Computer Aided Dispatch, police, fire and record management systems; and

37
38 WHEREAS, the County has purchased and provided a central facility to
39 accommodate the consolidation of public health and safety communications for the
40 County; and

41
42 WHEREAS, the Parties are each empowered by law to staff, maintain, and operate
43 public buildings and related facilities for the purposes of public health and safety
44 communications, all of which are proper "governmental functions and services" as defined
45 in the Act; and

46
47 WHEREAS, the Parties desire to operate and maintain a consolidated county-wide
48 public health and safety communications facility (hereinafter referred to as the "System"),
49 and to provide an orderly method for the accomplishment thereof; and

1
2 WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly
3 exercising their common powers in the manner set forth in this agreement.
4

5 NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits,
6 promises and agreements set forth herein, agree as follows:
7

8 **Section 1. Purposes**

9

10 The purpose of this agreement is to provide for the establishment, operation and
11 maintenance of a consolidated County-wide communications system (hereinafter, the
12 "System") by constructing, equipping, staffing, maintaining, and operating a facility or
13 facilities which provide call receiving and dispatching services to the Parties and members
14 of the RBO, by providing computers, radio systems and other equipment, and by further
15 providing the System to the Parties. A description of the initial System is attached hereto
16 as Exhibit "A".
17

18 The System will be provided to (i) the Cities, (ii) the County, and (iii) to other
19 governmental entities, volunteer fire departments, EMS providers or other persons
20 providing public health and/or safety services with the County to serve as the contract
21 party for all such persons. Other services may be provided to other entities so long as
22 there is no degradation of public health and/or safety services. Contracts may further be
23 entered as provided in Section 4B regarding the extension of services beyond those
24 rendered to the contracting Parties, as part of the authorized purposes hereunder.
25

26 This agreement also establishes and provides a forum for discussion, study,
27 development and implementation of programs and services of mutual public health and
28 safety communications interest.
29

30 This agreement is made pursuant to and under the provisions of the Act relative to
31 the joint exercise of powers common to the County and the Cities.
32

33 **Section 2. Designation of System Operator**

34

35 Pursuant to and under the provisions of the Act, the Parties hereby appoint the
36 County to serve as system operator. In that regard, the County shall have overall
37 responsibility for System quality. The Parties acknowledge that System quality is subject
38 to cost efficiency and budget constraints, and that various sections of this agreement
39 impose requirements related to budget approval.
40

41 As System operator, the County shall provide staff (as employees of the County)
42 who shall be responsible for:
43

- 44 A. Training;
- 45 B. System Dispatch and Operations;
- 46 C. System Maintenance;
- 47 D. Undertaking such other duties as may be required by the System Board of
48 Directors (as defined below).
49

1 It is understood that the staff responsible for such functions, unless expressly
2 otherwise authorized herein, shall be employees of the County. Salaries and benefits
3 for all such persons shall be subject to the budget approval process set forth in Section 6
4 hereof.

5 6 **Section 3. Governance**

7 8 **A. Board of Directors**

9
10 The County and the Cities hereby establish a Board of Directors (the "Board"), for
11 the System, and delegate to the Board the responsibility to make policy for the System.
12 In carrying out its responsibility, the Board shall be subject to the following standards:

13
14 1. The System shall be intended to provide comprehensive health and
15 safety communications coverage to all citizens of the County.

16
17 2. All System components shall be compatible with each other.

18
19 (NOTE: See last sentence of Section 8 which reads, "All system
20 components must be approved by the System Director to confirm
21 compatibility with the System prior to the purchase of the same.)

22
23 3. The choice of System components and the operation and mainte-
24 nance of the System shall be based upon cost efficiency (including
25 budget constraints) and effectiveness, and upon a desire to establish
26 appropriate response to the health and safety needs of the citizens
27 of the County.

28
29 4. The Parties acknowledge that System quality is subject to cost
30 efficiency and budget constraints, and that various sections of this
31 agreement impose requirements related to budget approval. These
32 limitations shall not diminish the County's overall responsibility for the
33 System.

34
35 The System shall be governed by the Board as to those decisions reserved to the
36 Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for
37 his or her such specific decisions, all other aspects of System governance are reserved
38 to the County. Each of the four Cities and the County (representing the County as a
39 whole) shall have one seat on the Board. Each City's seat shall be filled by the City
40 Manager of such City or his or her alternate. The County's seat shall be filled by the
41 County Judge or his or her alternate. A Board member shall cease to be a Director if
42 he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to
43 be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of
44 their respective alternates. The Secretary shall notify each Party of the designation of
45 the other Parties' representatives and maintain an updated list of all Directors, alternates,
46 and the entities they represent. Each of the City Managers and County Judge shall
47 name his or her own alternate.
48

1 An alternate shall have the authority to vote in the name and stead of the person
2 appointing the same. Alternates shall only be appointed in writing, and shall only have
3 authority for the particular meetings for which appointment was made. Attendance by
4 any regular Board Member (i.e., County Judge or City Manager) at a meeting shall,
5 without the necessity of further action, revoke the authority given to any alternate of such
6 regular Board Member with regard to such meeting. The appointing Board Member(s)
7 shall have the right to change or revoke appointment of his or her designated alternate at
8 any time.

9
10 The Act of at least three Board members shall be deemed the act of the Board,
11 except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have
12 one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1.
13 and Section 10). The parties intend by this Section to require three votes to approve any
14 matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute
15 an act of the Board). Different voting requirements are set out in those specific
16 circumstances referred to in Sections 4.C.1., 6.C.1., or 10.

17
18 1. Officers of the Board of Directors

19
20 (a) Designation of Officers

21
22 The officers of the Board shall be the Chair, the Vice-Chair, and the
23 Secretary.

24
25 The office of Chair shall be the County Judge. The System Director
26 (or, in the absence of the Director, a designated member of the
27 Director's staff) shall serve as Secretary of the Board. The office of
28 Vice-Chair shall be rotated on an annual basis, at the first meeting of
29 each fiscal year based on the following rotation, which shall continue
30 through the term of this agreement:

31
32

FISCAL YEAR	VICE-CHAIR
19-20	Killeen
20-21	Belton
21-22	Harker Heights
23-24	Temple

39

40 For all years after fiscal year 2023 – 2024, the same rotation shall be main-
41 tained.

42
43 (b) Duty of Officers

44
45 (1) Chair and Vice-Chair

46
47 The Chair, or in his/her absence the Vice-Chair, shall preside
48 at and conduct all Board meetings. In the absence or inability
49 of the Chair to act, the Vice-Chair shall act as the Chair.

1
2 (2) Secretary
3

4 The Secretary will give notice of regular meetings to the Board
5 at least fifteen (15) calendar days in advance of the scheduled
6 date. The Secretary will deliver the agenda and supporting
7 documentation to each Board member at least three (3)
8 calendar days prior to the meeting. The Secretary shall also
9 post notice of any meeting of the System Board in the manner
10 required by law, if any, and keep minutes of Board meetings.
11

12 In calculating "calendar days" the number of days shall
13 include both the first day and last day of the period in question,
14 and all days in between, regardless if weekends or legal
15 holidays or otherwise (i.e., 20 calendar days from March 1
16 shall be March 20).
17

18 B. Auditor of the System
19

20 The County Auditor shall serve as Auditor for the System. Allocated costs for
21 these services shall be a part of the System budget. The County Auditor shall attend the
22 meetings of the Board of Directors and advise them in connection with any accounting,
23 budgetary, monetary or other financial matters relating to the System. The County
24 Auditor will assist the System Director in developing the annual budget and maintaining
25 accurate fiscal projections and accounts for the System.
26

27 The Board may hire an independent auditor or financial consultant in the event of
28 a conflict of interest between the County Auditor and Board on a particular matter, or
29 otherwise as desired by the Board.
30

31 The County Auditor shall report to the Board, and be responsible to the Board, in
32 the conduct of his or her duties as they relate to the System.
33

34 The County Auditor shall establish the budget format for the System, establish and
35 maintain particular funds and accounts, and furnish monthly revenue, expenditures, and
36 funds status to the Board and Commissioners Court. In carrying out such functions, the
37 Auditor shall follow generally accepted accounting principles applicable to the County.
38 The Auditor shall make System books and records available to the Board, and to the
39 public to the extent required by law.
40

41 C. Attorney for the System
42

43 The County Attorney shall be the Attorney for the System. Allocated costs for
44 these services shall be a part of the System budget. The Attorney shall advise the Board
45 in connection with any legal matters relating to the System, and shall attend meetings of
46 the Board as required to carry out his or her duties.
47

48 The Board may hire outside legal counsel in the event of a conflict of interest or
49 otherwise as desired by the Board.

1
2 The System Attorney shall report to the Board, and be responsible to the Board, in
3 the conduct of his or her duties as they relate to the System.
4

5 D. System Director
6

7 The System Director shall be appointed by the County Judge, in the manner
8 required by Section 4.C.4. However, the County Judge shall seek the advice and
9 counsel of the Board before making an appointment. The Director shall attend all
10 meetings of the Board as an advisory member. The Director shall be an employee of
11 the County. The Director shall be responsible for all operational and personnel matters
12 relating to the System. In particular, the Director shall:
13

- 14 1. enforce strict compliance with the approved annual System budget
15 and approve only expenditures authorized therein;
16
- 17 2. maintain an inventory of all property of the System and serve as
18 custodian of the property;
19
- 20 3. have overall responsibility for the operation and maintenance of the
21 System, subject to the specific authority retained herein by the
22 Board, and the general supervisory authority of the County;
23
- 24 4. serve as Secretary of the Board of Directors and of the RBO.
25
- 26 5. establish and maintain the Standard Operational Procedures for the
27 System.
28
- 29 6. provide reports to the Board, to include, but not limited to:
30 a. Notification to the Board of any emergency expenditures
31 needed for the System within 7 days, or as soon as practicable.
32 b. Monthly member event count reports
33 c. Notifications as might be required by Section 4.F.
34

35 The Director may establish user committee(s) to assist Director in the maintenance
36 and operation of the System.
37

38
39 E. Regulatory Board of Operations
40

41 An advisory entity will be created, subordinate to the System Board (Board of
42 Directors), which is to be known as the Regulatory Board of Operations (hereinafter
43 referred to as the "RBO"). Membership will be comprised of the chief officer or designee
44 of each public safety agency receiving communications services from the System. Each
45 public safety agency will notify the Secretary of the RBO of the names of their respective
46 Chiefs or designees. The public safety agencies participating on the RBO include, but
47 are not limited to the following:
48

49 -AMR Ambulance Service

- 1 -Acadian Ambulance Service
- 2 -Bartlett Police Department
- 3 -Bartlett Volunteer Fire Department
- 4 -Bell County Constable Office Pct. 1
- 5 -Bell County Constable Office Pct. 2
- 6 -Bell County Constable Office Pct. 3
- 7 -Bell County Constable Office Pct. 4
- 8 -Bell County Attorney's Office
- 9 -Bell County District Attorney's Office
- 10 -Bell County Emergency Management
- 11 -Bell County Sheriff's Department
- 12 -Bell County Fire Marshall
- 13 -Belton Police Department
- 14 -Belton Fire Department
- 15 -Central Texas College Police Department
- 16 -Harker Heights Police Department
- 17 -Harker Heights Fire Department
- 18 -Holland Police Department
- 19 -Holland Volunteer Fire Department
- 20 -Killeen Police Department
- 21 -Killeen Fire Department
- 22 -Killeen Independent School District Police Department
- 23 -Little River/Academy Police Department
- 24 -Little River/Academy Volunteer Fire Department
- 25 -Morgan's Point Resort Police Department
- 26 -Morgan's Point Resort Volunteer Fire Department
- 27 -Moffat Volunteer Fire Department
- 28 -Nolanville Police Department
- 29 -Nolanville (Central Bell) Volunteer Fire Department
- 30 -Rogers Police Department
- 31 -Rogers Volunteer Fire Department
- 32 -Salado Police Department
- 33 -Salado Volunteer Fire Department
- 34 -Southwest Bell Volunteer Fire Department
- 35 -Sparta Volunteer Fire Department
- 36 -Temple College Police Department
- 37 -Temple Police Department
- 38 -Temple Fire Department
- 39 -Texas A&M Central Texas Police Department
- 40 -Troy Police Department
- 41 -Troy Volunteer Fire Department
- 42 -University of Mary Hardin-Baylor Police Department

43
44 The entities or departments listed above and not a part of the County or the four
45 Cities are referred to as the "Rural RBO Members". The Fort Hood Public Safety and
46 Fire Departments and Bell County Communications Center Medical Director may also
47 attend as a contributor (non-voting) to the RBO. Other entities that provide health or
48 safety services in the County may participate in the RBO upon the approving vote of the
49 RBO Board.

1
2 1. RBO Board
3

4 (a) Board Members
5

6 The voting body of the RBO (hereinafter, the "RBO Board") shall
7 consist of eleven (11) members, chosen as follows:
8

9 - One (1) member shall be the Bell County Sheriff
10

11 - Eight (8) members shall be the Fire Chief and Police Chief
12 from each of the four Cities.
13

14 - Two (2) members (one being a fire chief and one being a
15 chief law enforcement officer) shall be elected by the Rural
16 (i.e., non-City) RBO Members
17

18 In voting for the Rural RBO Board Members, each Rural RBO
19 department shall have one (1) vote.
20

21 RBO Board Members shall be elected or appointed annually, to
22 coincide with the System's fiscal year.
23

24 (b) RBO Board Officers
25

26 The RBO Board shall elect their Chair and Vice-Chair to conduct the
27 business of the RBO in the first meeting of each fiscal year. Each
28 officer will name his or her own alternate.
29

30 In the event that the Chair or Vice-Chair ceases to be an employee
31 of their respective agency, they will cease to be a member of the
32 RBO Board, and the resulting vacancy shall be filled by the entities
33 which originally elected or appointed such RBO Board member at
34 the next regularly scheduled meeting which follows the occurrence
35 of the vacancy.
36

37 (c) Duties of Chair and Vice-Chair
38

39 The Chair shall preside at meetings of the RBO Board. In the
40 absence or inability of the Chair to act, the Vice-Chair shall act as the
41 Chair. The Chair, or in his/her absence the Vice-Chair, shall preside
42 at and conduct all meetings of the RBO Board.
43

1 (d) Secretary
2

3 The System Director (or in the absence of the Director, a designated
4 member of the Director's staff) shall serve as Secretary of the RBO
5 Board. The Secretary shall send notice of meetings of the RBO
6 Board to its members, and shall keep minutes of the meetings. The
7 Secretary will deliver the agenda and supporting documentation to
8 each RBO Board member at least seven (7) calendar days prior to
9 the meeting. The Secretary shall also post notice of any meeting of
10 the RBO Board or RBO Committees in the manner required by law,
11 if any, and maintain the minutes of committee meetings.
12

13 F. Meetings of the System Board of Directors, RBO and RBO Board
14

15 1. Meetings of the System Board of Directors
16

17 The Board shall conduct regular meetings on the last Thursday of every
18 odd numbered month. The first meeting after the start of each fiscal year
19 shall be the annual meeting. The date and hour of any regular meeting
20 shall be scheduled by order of the Board or by the Board Chair.
21

22 The Board shall provide for additional meetings as may be needed
23 depending upon the pressure of business. A called Board meeting shall
24 be called upon the request of the Chair or any two (2) Board members,
25 with the persons calling the meeting setting the date and hour thereof.
26 Absent an emergency, the Secretary of the Board shall give each Board
27 member at least three (3) calendar days notice of any specially called
28 Board meeting, such notice to set out the date, time, place, and proposed
29 subject matter of the meeting.
30

31 The location for the conduct of meetings shall be as determined by the
32 Board, and shall be the System's central dispatch building in the absence
33 of a contrary determination. Changes in the location must be made by
34 resolution of the Board or by the Chair, and notice of System Board
35 meetings shall be posted in compliance with applicable law.
36

1 2. Meetings of the RBO Membership and RBO Board
2

3 The RBO membership (including the RBO Board) shall conduct
4 regular meetings, holding at least one regular meeting every odd
5 numbered months unless the RBO Board determines otherwise. Unless
6 otherwise agreed by the RBO Board, regular meetings of the RBO Board
7 shall be bi-monthly on the last Monday of each odd numbered month. The
8 RBO Board may provide for additional meetings as needed depending
9 upon the pressure of business and as may reasonably be requested by the
10 Chair of the RBO Board, or by any two members of the RBO Board. The
11 date and hour of any regular meeting shall be scheduled by order of the
12 Chair of the RBO Board, a copy of the order to be filed with the Secretary
13 of the System Board of Directors. Absent a contrary decision by the Chair
14 of the RBO Board the location for the conduct of the meetings shall be the
15 System's central dispatch building. Absent an emergency, the Secretary
16 of the RBO shall give at least three (3) calendar days' notice of each RBO
17 meeting to the members of the RBO.
18

19 Only the RBO Board shall have voting rights as to any matter before the
20 RBO, and any vote of the RBO Board shall be deemed taken on behalf of
21 the RBO as a whole. A majority of the RBO Board shall constitute a
22 quorum of the RBO Board, and the vote of a majority of RBO Board
23 members present at a meeting at which a quorum is present shall be
24 binding.
25

26 The RBO Board may designate subcommittees for technical or advisory
27 projects, but subcommittees shall only make recommendations or provide
28 advice to the RBO Board, and the RBO Board must approve subcommittee
29 recommendations.
30

31 3. Meeting Rules
32

33 The System Board and the RBO Board shall adopt rules for conducting their
34 respective meetings and other business.
35

36 4. Minutes
37

38 The Director (or in the absence of the Director, the designated member of
39 the Director's staff) shall keep minutes of regular, adjourned regular and
40 special meetings of both the System Board and the RBO Board. A copy of
41 the System Board minutes and RBO Board minutes shall be provided to
42 each System Board member, the System Director, and to each RBO
43 member.
44

45 5. Quorum
46

47 A majority of the System Board determined per capita constitutes a quorum
48 for the transaction of business by the System Board. A majority of the RBO
49 Board determined per capita constitutes a quorum for the transaction of

business by the RBO Board.

6. Representation of the Regulatory Board of Operations

The Chairperson of the RBO Board will represent the RBO on the Board of Directors. The RBO chair shall be a non-voting member of the System Board of Directors, and shall attend all meetings of the System Board.

7. Voting

For purposes of this Agreement, "per capita" means that each City and the County shall have one vote each. "Majority in interest" means a group of Cities and/or the County whose "use percentage" (shown on Exhibit B) exceeds in the aggregate more than fifty percent (50%) during the year at which such vote is taken.

Section 4. Powers and Duties

A. Authority of the County

In accordance with the provisions of the Act, the Parties hereby delegate to the County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain, operate and lease, real and personal property (whether tangible or intangible), and related facilities (all being a part of the System) and to employ personnel or engage the services of others, for the purpose of providing for public health and safety communications in the County. It is the intention of this paragraph that the County have complete authority to carry out all activities related to the System, subject to the approval of the Board or the other Parties only if such approval(s) are expressly set out elsewhere in this agreement.

In carrying out its responsibilities, the County shall be subject to the same standards set forth in the first paragraph of Section 3A. As the provider of the System, the County shall endeavor to meet desired quality standards established by the Parties hereto, also taking into account cost efficiency, System effectiveness, budget constraints, and System compatibility.

The County is authorized in its own name to perform all acts necessary for the establishment, operation, and maintenance of the System, including, but not limited to, any or all of the following:

1. to make and enter into contracts, it being understood that all contracts regarding the System shall be entered in the name of the County unless the Board determines otherwise;
2. to employ or engage the services of agents, independent contractors, and employees;
3. to acquire, construct, manage, maintain and operate any buildings, works, improvements, equipment, or other real or personal property

1 (whether tangible or intangible);
2

3 4. to acquire, hold, lease, or dispose of property;
4

5 5. to incur debts, liabilities or obligations, provided the same shall be
6 obligations of the County, with the only financial obligations of the
7 Parties being as set forth in Section 6 or Section 10 hereof (or at the
8 option of the Parties, as set forth in Section 8 hereof);
9

10 6. to receive gifts, Assessments and donation of property and funds,
11 services and other forms of financial assistance, from persons, firms
12 and corporations and any governmental entity;
13

14 7. to provide or contract for communications services to or with non-
15 public agencies or other entities not a Party hereto;
16

17 8. to carry out the policies of the Board.
18

19 Such powers shall be exercised in the manner provided in the Act and as expressly
20 set forth in this agreement. The County shall not carry out any activities contrary to the
21 authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved
22 to the Board herein but it is further understood that the Board's sole authority in regard to
23 the System is as set out in Section 4C, or as otherwise expressly reserved to the Board
24 herein.
25

26 The County is hereby authorized to exercise its powers as needed to implement
27 the purposes of this agreement. The County is empowered and by this agreement
28 authorized to assess the Parties to finance the entire operation and maintenance of the
29 System in the manner set forth in this agreement.
30

31 B. Communication Services to Other Agencies 32

33 Upon the approval and recommendation of the Board of Directors, the County may
34 provide dispatch or other communication services to private agencies and/or public
35 agencies not a Party to this agreement, so long as there is no degradation of services to
36 the public health and/or safety. Such service shall be evidenced by contract or interlocal
37 government agreement.
38

39 The County shall establish the amount of charge for the service. Charges will be
40 set with the intent of recovering all capital, operational, and maintenance costs expended
41 in providing the services to a particular agency, both annually and for prorated periods
42 thereof.
43

44 C. Authority of the Board of Directors 45

46 The Board of Directors, as the governing and administrative body of the System,
47 shall exercise the following authority:
48

49 1. The Board shall recommend the annual System budget and provide

1 a copy of the proposed budget to the Cities and the County by each
2 May 1 for the following fiscal year beginning each October 1,
3 provided, the final budget shall be adopted by the County. In that
4 regard, should any member of the Board request the same, the
5 Board shall recommend an annual System budget by vote of a
6 majority in interest (in the same manner referred to in Section 3.F.7)
7 and not by a per capita vote.
8

9 2. The Board shall review System expenditures.
10

11 3. The Board shall consider the recommendations of the RBO.
12

13 4. The County Judge shall appoint the System Director. In making the
14 appointment of the System Director, the County Judge shall seek
15 advice and counsel from the Board.
16

17 5. The Board shall approve the provisions of communications services
18 to any entities not a Party to this agreement, provided, the County
19 shall ultimately approve the same and be the contract party for such
20 agreements.
21

22 D. Advisory Authority of the RBO 23

24 The RBO shall review all Standard Operational Procedures (SOP), programs and
25 situations and make recommendations as they pertain to the dispatch of police, fire and
26 EMS services. If applicable, the RBO will consider User Committees' recommendations.
27 At the request of the Board or the System Director, the RBO shall respond to requests for
28 information, research and investigations.
29

30 E. User Committees 31

32 User Committees members and chairs will be appointed by the RBO Board. The
33 Committees will be open to personnel directly employed by agencies represented in this
34 agreement, and will be representatives of the particular discipline being considered by
35 that committee. User Committees will make recommendations on proposed SOP.
36 User Committees should be comprised of individuals with expertise or experience in that
37 discipline. The System Director or his designee shall be a member of each Committee.
38

39 F. Member Duty to Notify of Protocol Changes

40 All members have the right to change, alter, or otherwise modify their respective
41 protocols relating to any matter associated with the operation and response of their first
42 responder agency. However, with respect to any changes, alterations, or modifications
43 that have the potential to impact event counts attributable to that member, said member
44 shall notify the Director within 7 days of any changes, alterations, or modifications. The
45 Director shall then notify all the members within 7 days.
46

1 **Section 5. Facility**

2
3 The County is empowered to purchase, lease or otherwise obtain the use of an
4 existing facility or build a new facility for the purposes of locating and establishing the
5 consolidated communications center, all at the County's expense. The center proper
6 shall include at least the following: (1) dispatch area; (2) supervisors and management
7 administrative offices, including Director, operational and technical managers, clerical,
8 computer resource and reception office space; (3) radio equipment room; (4) computer/
9 telephone/recording equipment room; (5) storage for inventory, supplies and records; (6)
10 locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-
11 purpose classroom, conference room and emergency operations center.
12

13 All equipment and materials within the facility will be supported and maintained
14 through an annual operational budget. All new equipment or materials used as part of
15 the "System" will be owned as set forth Section 8.
16

17 The Parties agree that this shall not be a contract for the financing or acquisition
18 of any of the assets comprising the System, including the center.
19

20 **Section 6. Fiscal Year and Annual Budget**

21
22 A. Fiscal Year
23

24 The System's fiscal year shall be the twelve month period commencing each
25 October 1, and ending the following September 30.
26

27 B. Annual Budget
28

- 29 1. The System shall operate only under an approved fiscal year budget.
30 The System may not operate at a deficit. The Parties shall pay for
31 the entire costs of operation and maintenance of the System, with
32 annual System expenditures determining the total amount of assess-
33 ment required.
34
35 2. From the date of this Agreement through the end of fiscal year ending
36 September 30, 2020, the assessments and Assessments shall be as
37 set forth in Exhibit "B".
38
39 3. Each annual operating budget shall include a reasonable reserve
40 contingency. Money may be expended from this reserve only with
41 the express approval of the County. The unspent portion of the
42 reserve shall be carried forward to the next fiscal year (in addition to
43 the reserve Assessment for each such fiscal year). The Auditor
44 shall periodically report to the Board on the amount on deposit in
45 such fund, how the same is invested, and how it is being expended.
46
47 4. The total assessment against each of the Parties will be reduced by
48 revenue from entities not a party hereto (i.e., not otherwise expensed
49 to serve the System), by unexpected or unencumbered funds

1 available at the end of each fiscal year prior to the year for which the
2 budget is applicable, or by other revenues available to the System
3 (in excess of amounts required by the budget) as of the date such
4 budget is determined. In that regard, the Parties acknowledge that
5 the County shall have the right to deny service to entities other than
6 the Cities unless such entities agree to pay a share of System
7 assessments. In that event, before any such entity becomes a
8 "Party" hereto, the same shall require those approvals referred to in
9 Sections 13 and 14 hereof.

10
11 5. In the event that emergency expenditures are required to maintain
12 System integrity in excess of amount budgeted therefore, the County
13 is authorized to incur the same first from the reserve, and second
14 from other funds available to the County. The budget for the next
15 fiscal year shall include amounts to restore such reserve fund, or to
16 reimburse the County for any unreimbursed expenditures, respec-
17 tively.

18
19 6. The budget shall be recommended to the County for each fiscal year
20 on or before May 1st prior to the beginning of such fiscal year. A
21 copy of the System budget and each Party's assessment shall be
22 delivered to each Party immediately after the System budget is
23 adopted.

24
25 7. Notwithstanding that the County is solely responsible to pay all
26 Capital Costs each year's System budget shall state those Capital
27 Costs the County anticipates it will incur during the same following
28 budget year.

29
30 For the purposes of this agreement, "Capital Costs" shall mean all
31 costs incurred by the County for assets having a useful life of longer
32 than one year from the date of acquisition and have a dollar value
33 greater than \$100,000 or that are associated with the communication
34 center building or backbone, regardless of the dollar value. The
35 backbone consists of the server room, the equipment at the tower
36 sites and the symphony consoles. Examples of building and
37 backbone assets include, but are not limited to, HVAC, UPS, parking
38 lots and dispatch consoles. The County shall determine which costs
39 are "Capital Costs" which benefit the System in accordance with
40 generally accepted accounting principles.

41
42 8. The Parties hereby agree that payment of the assessments shall
43 fairly compensate the performing Parties (including the County) for
44 the services or functions performed hereunder, as provided in the
45 Act.

46
47 9. As provided in Section 4.C.1, the System budget for each fiscal year
48 must be recommended by the System Board, but be finally approved
49 by the County. In that regard, the County shall have discretion to

1 follow its normal budget process as it would for any unit of County
2 government, including the authority to adopt the final budget
3 notwithstanding contrary recommendations of the Board. The
4 County may make adjustments to the budget during any year if
5 required to maintain System integrity.
6

7 C. Budget Elements
8

9 Each Party hereby agrees to pay an amount equal to its Assessment, as based
10 upon the assessment percentages as described in Exhibit "B."
11

12 The County shall be responsible for all capital expenditures, as may be necessary
13 to accomplish the purposes set forth in this Agreement for a consolidated communications
14 system.
15

16 1. Payment of Assessments
17

18 Upon adoption of the fiscal year budget by the County and the forwarding
19 thereof to the governing bodies of the Parties by the Board Secretary,
20 unless otherwise specified by the order of the Board, the Assessments as
21 described in Exhibit "B" are automatically due and payable without further
22 notice as follows:
23

24	October 15	25% of total Assessment
25	January 15	25% of total Assessment
26	April 15	25% of total Assessment
27	July 15	25% of total Assessment

28

29 In the event funds are not available as needed, the County shall advance
30 necessary funds as with any other division of County government.
31

32 Amounts advanced by the County shall be deemed System expenditures,
33 to be reimbursed by all Parties in the next assessment due after each such
34 advance is made.
35

36 Assessments shall be payable only from current revenues of each Party, as
37 provided in the Act. Each Party agrees to provide in its annual budget for
38 current revenues to be available in an amount adequate for that Party's
39 Assessment for the same fiscal year.
40

41 At least annually, the Director shall present a cost of service study to the
42 Board showing annual System costs as compared to budgeted line items.
43

44 A five (5)% late charge shall be imposed upon Assessment payments not
45 received within thirty (30) calendar days following the scheduled dates for
46 payment. An additional five (5)% shall be imposed if payment is not made
47 within an additional thirty (30) calendar days. If an Assessment, including
48 late charges, is not paid in full within seventy-five (75) calendar days
49 following any scheduled due date, the Party shall be in default and subject

1 to termination upon the vote of a majority in interest (determined in
2 accordance with Section 3.F.7) of the other members on the Board. The
3 late Party shall not have the right to vote, or be counted in determining a
4 majority in interest.

5
6 **D. Budget Authority of Director**
7

8 The Director for the System has the power fully to implement the approved budget.
9 However, the Director may not exceed the personnel staffing authorized in the budget,
10 either in number, position, classification or salary. In addition, the Director may not
11 exceed any line item, utilize the reserve contingency, or exceed the total amount of
12 approved budgeted expenditures without the approval of the County.
13

14 The Director may recommend expenditures for approval separate from the budget
15 process, in which case the further recommendation of the Board and approval by the
16 County is required prior to any actual expenditure. The Director may also seek
17 authorization from the Board, and subsequently the County, for budgetary transfers or
18 budget adjustments as necessary.
19

20 **Section 7. Personnel**
21

22 **A. Director**
23

24 The Director is authorized to act on the behalf of the Board and the County in all
25 matters of personnel administration, given the positions and funding authorized by the
26 County in the annual System budget. This includes, but is not limited to, hiring,
27 supervisory direction, performance evaluations, disciplinary actions and terminations.
28

29 The County shall establish employment conditions and regulations, including
30 policies and procedures. Insofar as the staff will be County employees, the Personnel
31 Handbook shall be consistent with County employment policies.
32

33 System personnel shall be subject to grievance or other personnel procedures
34 applicable to County employees.
35

36 **B. Supervisory and Operations Positions**
37

38 The County shall employ supervisory and operations staff as approved in each
39 System budget. All such persons shall be employees of the County. All positions must
40 be recommended by the Board as part of the System budget process, and provided for
41 in the annual System budget adopted by the County. The County may utilize the
42 services of the personnel director of any of the Parties to create any needed class
43 specifications, job descriptions, or address other personnel matters.
44

1 C. Salaries and Benefits

2
3 The Board shall recommend, and the County shall determine, the salaries of the
4 System staff as part of the budget process. Employee benefits shall be determined in
5 accordance with the County's employee benefit plan for persons making such salaries.
6

7 **Section 8. Capital Assets and Acquisitions**

8
9 Except as provided below, this agreement shall not be construed to require sharing
10 of any capital costs whatsoever. The Parties intend:

- 11
12 1. To share the costs of operating and maintaining the System, but
13
14 2. The County shall be responsible for system capital costs, save and
15 except capital System improvements initiated by any other party.
16

17 The County shall acquire and be the owner of the initial System, provided, the City
18 of Temple shall acquire and own the initial Intergraph Public Safety Contract and related
19 assets (with such assets and contract to be dedicated exclusively to the System, and to
20 be a part of the System throughout the term of this agreement). Thereafter capital assets
21 shall be acquired in the name of, and at the expense of the Cities or the County, as each
22 such purchasing Party shall determine from time to time. No new capital assets will be
23 acquired which would not be compatible with the System at the time of acquisition.
24

25 The County will determine what communications equipment is necessary to
26 operate and maintain the System and be responsible for any equipment expense with a
27 dollar threshold of more than \$100,000 or that is part of the communication center
28 building or backbone.
29

30 Each Party shall have the right to add components (the "Separate Components")
31 to be used by such Party along with the System, but such Separate Components (a) shall
32 not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree,
33 and (b) must be compatible with the remainder of the System.
34

35 All System Components must be approved by the System Director to confirm
36 compatibility with the System prior to the purchase of the same.
37

38 **Section 9. Term of Agreement**

39
40 This agreement shall be effective from the date of execution and shall extend to
41 September 30, 2025. This agreement shall continue in full force and effect thereafter,
42 provided any Party may withdraw on two years notice as provided in Section 10 B, or a
43 Party may be terminated as provided in Section 10 A.
44

45 Withdrawal or termination of any Party shall not have the effect of terminating this
46 agreement as to the remaining Parties. Should a Party withdraw or be terminated, the
47 Assessment percentages of the remaining Parties shall be adjusted to take into account
48 such withdrawal or termination.
49

Section 10. Termination or Withdrawal

A. Termination

Each Party shall remain a Party to this agreement and share in the costs of operation and maintenance of the System until the end of the Term applicable to such Party (being the latter of (a) September 30, 2025, or (b) the period which is two years after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on payment of any Assessment, or otherwise breaches this agreement, such Party shall be subject to termination as a Party to this agreement upon the vote of a majority in interest (determined in the same percentage as set forth in Section 3.F.7) of the other Parties. The breaching Party shall not be entitled to vote on its own termination, or be counted in determining a majority in interest. The terminated Party shall remain liable for any defaulted payment and late charges for the period ending on the last day of the fiscal year after the fiscal year in which the breach occurred. Such subsequent Assessments will be determined as if the terminated Party were still a Party to the agreement at the same Assessment rate in effect at the date of termination. The Assessment will be due and payable at the same time Assessments are due from the remaining Parties for the fiscal years in question.

The remaining Parties shall attempt to mitigate the damages caused by termination by either obtaining other "Parties" hereto, or by reducing System expenses, but until any mitigation actually occurs the terminated Party shall remain liable for its assessment in full for the remainder of the Term. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Parties.

All Parties agree that the System is configured, and System expenditures are committed, on the understanding that all Parties will remain "Parties" at least until the end of the Term, and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

B. Withdrawal

A Party may give notice of withdrawal as a Party to this agreement without penalty provided such withdrawal shall not be effective prior to September 30, 2025, and withdrawal shall be effective only upon two (2) year's written notice to the other Parties. Such withdrawing Party shall perform all obligations under this agreement until the effective date of withdrawal.

C. Legal Redress

The County shall have the right to seek legal redress, if necessary, to obtain payment on amounts due, or otherwise to enforce the terms of this agreement.

1 D. Use of System and System Assets

2
3 Upon termination or withdrawal:

- 4
- 5 1. Any withdrawing or terminated Party shall no longer receive services
6 from the System after the effective date of termination or withdrawal.
7 The "effective date of termination" shall be the end of the applicable
8 period in Section 10A(i) or (ii). The effective date of withdrawal is
9 defined in Section 10B.
- 10
- 11 2. The withdrawing or terminating Party shall leave as part of the
12 System (i) those assets owned by it, (ii) previously used as part of
13 the System, and (iii) which the remaining Parties desire to use as
14 part of the System. If the remaining Parties desire to use any such
15 assets, they shall purchase the same at the then current book value
16 from the withdrawing or terminating party. If such a purchase
17 occurs, an offset may be taken of (i) any amount owed by the
18 withdrawing or terminating Party hereunder against (ii) the amount
19 paid for such assets, said offset to be taken at the time of the
20 purchase.

21
22 E. Review of Agreement

23
24 A review of this agreement will occur annually during each annual budget process.

25
26 **Section 11. Dissolution**

27
28 This Agreement may be terminated in its entirety only on or after
29 _____, , and then only with the unanimous consent of the Parties.
30 Dissolution shall only be effective upon the last day of the fiscal year, but shall in no event
31 be effective until the requirements of Section 12 are met. Any individual Party may
32 withdraw as provided in Section 10 B.

33
34 **Section 12. Disposition of Assets**

35
36 A. Process of Winding Up

37
38 This agreement may not be terminated or disposition of assets made to the Parties
39 to the agreement until the County reasonably exhausts all means of collecting any monies
40 due hereunder, and identifies and satisfies all obligations and liabilities related to the
41 System. A final accounting shall be prepared by the Auditor, and be submitted to the
42 County and the Board and be approved by both the County and the Board, before any
43 final disposition of assets may be made and termination of the agreement consummated.

44
45 B. Asset Distribution

46
47 Upon termination the Parties shall retain title to those assets purchased in their
48 individual names. As to any capital assets purchased in common and as to any monies
49 held in System accounts, such capital assets and monies shall be distributed according

1 to the relative assessments paid by the Parties during the five years immediately
2 preceding termination.

3 4 **Section 13. Amendment to Agreement**

5
6 The agreement may be amended only by a unanimous vote of the Parties hereto
7 as of the date of the Amendment. Any proposed amendment shall be formally directed
8 to the Board. The Board shall then review the proposed amendment and forward the
9 proposed amendment with its own recommendation to the governing body of each Party
10 to the agreement. A proposed amendment must be approved by the governing body of
11 each Party to be effective. The Secretary shall notify each Party of the resultant action.
12

13 **Section 14. Additional Parties to Agreement**

14
15 Entities which are not Parties in this agreement, may become Parties hereto only
16 by amendment to this agreement as defined in Section 13 and subject to the following
17 terms and conditions:
18

19 A. Buy-in

20
21 A new Party's assessment shall be determined by formula approved by the Board.
22 Any Parties incurring capital costs for the System (anticipated to be solely the County)
23 shall determine the capital portion of any buy-in fee for long term fixed assets used in the
24 System (capital expenditures) and associated debt attributed to the System at the time of
25 the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties
26 which previously incurred capital costs for assets used as part of the System, in proportion
27 to the costs paid by such Parties.
28

29 The Board may determine as an additional component of any buy-in fee a charge
30 to be made for the new Party's assuming the use of the operating System.
31

32 B. Effective Date

33
34 The effective date of the amendment to this agreement and inclusion as an
35 additional Party shall only occur on the first day of any fiscal year. Such public agencies
36 that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto
37 and may appoint one RBO Board member for each new Party and a representative to the
38 RBO Board as defined in this agreement.
39

40 **Section 15. Street Use License**

41
42 Each City hereby grants to the County a non-exclusive license to use the public
43 roads, streets, alleys, and rights-of-way of such City where the System is to be located.
44 This license shall be granted within each City so long as any Party is making use of the
45 System, notwithstanding the City granting such license may no longer be a party to this
46 agreement. This license is subject to any applicable City Charter limitations as to each
47 City. Each City reserves the right to oversee construction and maintenance of the
48 System within its City limits with regard to safety concerns or code requirements of such
49 City. Each City shall determine, in cooperation with the County, the location of the

1 System within such City. Such license is granted to allow, and limited to, all Parties to
2 this Agreement having authority to carry out the intents and purposes of this Agreement,
3 including but not limited to the right to install, remove, operate, maintain, modify, move
4 (but only with the consent of the City) or otherwise use the System. In consideration of
5 the public benefit to be derived by each City from the provision of the System, each City
6 agrees not to assess or impose any fee for any use of the System in furtherance of the
7 Agreement and in conformance with this limited license.

8
9 This license is not a franchise, nor is it intended to give any third parties (whether
10 profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the
11 System for any purpose other than contemplated herein by the parties. Each City
12 reserves the right to require a franchise agreement from any user of the System not a
13 party to this Agreement.

14 15 **Section 16. Severability; Compliance with Applicable Law**

16
17 Should any part, term, portion or provision of this agreement, or the application
18 thereof to any person or circumstances, be in conflict with any State or Federal law, or
19 otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,
20 terms, portions or provisions, or the application thereof to other persons or circumstances,
21 shall be deemed severable and shall not be affected thereby. The Parties further intend
22 for this Agreement to be modified to comply with any applicable state or federal law
23 (should it be determined not to be in compliance), and to remain binding between them
24 as so modified. In particular, but without limiting the generality of the foregoing, the
25 Parties intend for this Agreement to remain binding against each of them notwithstanding
26 any legal requirement that would alter the term hereof, or change the way in which any
27 party is required to pay its share of assessments; (i.e., the Parties will remain bound
28 hereunder, subject to such modified terms).

29
30 In carrying out its obligations hereunder, the County shall follow those laws
31 applicable to Texas counties.

32 33 **Section 17. Force Majeure.**

34
35 (a) If for any reason of "force majeure" any of the Parties hereto shall be
36 rendered unable, wholly or in part, to carry out its obligations under this agreement, other
37 than the obligation of the Parties to make the payments required under the terms of this
38 agreement, then if such party shall give notice and the full particulars of such reasons in
39 writing to the other Parties within a reasonable time after the occurrence of the event or
40 cause relied on, the obligation of the Party giving such notice, so far as it is affected by
41 such "force majeure", shall be suspended during the continuance of the inability then
42 claimed, but for no longer period, and such Party shall endeavor to remove or overcome
43 such inability with all reasonable dispatch. The term "force majeure" as employed herein
44 shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the
45 public enemy, orders or actions of any kind of the Government of the United States or of
46 the State of Texas or any civil or military authority, insurrections, riots, epidemics,
47 landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,
48 arrests, restraints of government and people, civil disturbances, explosions, breakage or
49 accident to dams, machinery, pipelines, or canals or other structures or machinery, on

1 account of any other cause not reasonably within the control of the Party claiming such
2 inability. It is understood and agreed that the settlement of strikes and lockouts shall be
3 entirely within the discretion of the Party having the difficulty, and that the above
4 requirement that any "force majeure" shall be remedied with all reasonable dispatch shall
5 not require the settlement of strikes and lockouts by receding to the demand of the
6 opposing parties when such settlement is unfavorable to it in the judgment of the Party
7 having the difficulty.

8
9 (b) No damage shall be recoverable from the County or the Cities by reason of
10 the causes above mentioned.
11
12

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

City of Belton, Texas

BY: _____

City of Harker Heights, Texas

BY: _____

City of Killeen, Texas

BY: _____

City of Temple, Texas

BY: _____

Bell County, Texas


BY:  _____

Exhibit "A"

The System shall be comprised of the following:

- (1) Communications Center building located at 708 West Avenue O, Belton, Texas (referred to in Section 5 of the Agreement).
- (2) Fiber Optic Backbone.
- (3) 800 MHZ radio system.
- (4) Computer Aided Dispatch equipment and software.

Exhibit "B"

- (1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, 2020 shall be used to establish assessments for the 2021-2022 fiscal year.

- (2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.
- (3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

Estimated assessment percentages and County Base Assessments for fiscal years 2020-2021 are as follows:

**actual events, subject to annual review*

Law Enforcement Count				
2020 Calendar Year				
Assessment		Proposed		
Based on Usage %	Usage x 50%	2021-2022 Budget		
Killeen	35.82	17.910	1,700,502.00	
Temple	22.10	11.050	1,049,165.00	
Harker Heights	8.40	4.200	398,778.00	
Belton	6.95	3.475	329,941.00	
Bell County	26.73	13.365	1,268,968.00	
Bell County		50.000	4,747,355.00	
Total	100.00	100.000	9,494,709.00	
<i>Bell County Total</i>			<i>6,016,323.00</i>	
2020-2021		2021-2022	Incr. (Decr.)	
Approved	Budget	Approved	FY21 to FY22	
Killeen	1,520,395.43	1,700,502.00	180,106.57	11.85%
Temple	1,078,736.96	1,049,165.00	(29,571.96)	-2.74%
Harker Heights	391,302.01	398,778.00	7,475.99	1.91%
Belton	328,471.94	329,941.00	1,469.06	0.45%
Bell County	1,300,952.16	1,268,968.00	(31,984.16)	-2.46%
Bell County	4,619,858.50	4,747,355.00	127,496.50	2.76%
Total	9,239,717.00	9,494,709.00	254,992.00	
<i>Bell County Subtotal</i>	<i>5,920,810.66</i>	<i>6,016,323.00</i>	<i>95,512.34</i>	<i>1.61%</i>
<i>Special Projects</i>	<i>215,000.00</i>	<i>175,000.00</i>	<i>(40,000.00)</i>	
<i>Bell County Total</i>	<i>6,135,810.66</i>	<i>6,191,323.00</i>	<i>55,512.34</i>	



Staff Report – City Council Agenda Item

Agenda Item #8

Consider authorizing the City Manager to execute an amended professional services agreement with Kasberg, Patrick and Associates for design modifications to Phase II improvements to the Temple-Belton Wastewater Treatment Plant.

Originating Department

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

Background

The Temple-Belton Wastewater Treatment Plant (TBWWTP), located on FM 93/E 6th Ave between IH-35 and the Leon River, is owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons per day (MGD) of wastewater. Temple and Belton share capital improvement costs at 75% and 25%, respectively. Both cities have contracted with the Brazos River Authority to operate the facility. The plant was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton.

TCEQ requires wastewater plants to complete steps toward expansion at specific inflow thresholds. In 2010, influent flow was at least 75% of the permitted capacity for three consecutive months, triggering a TCEQ requirement to perform preliminary engineering for expansion. On August 23, 2011, Council authorized Kasberg, Patrick & Associates, LP (KPA) to prepare a preliminary engineering report (PER) for the TBWWTP to determine what steps were required for the plant expansion.

On October 15, 2015, Council authorized an agreement with KPA in the total amount of \$1,341,555 (Belton's 25% share was \$335,388.75) for professional services to design and bid **Phase I** of the expansion. This original scope of services consisted of designing and bidding a new headworks facility, odor control units, and all the services necessary for the initial plant construction of the new facilities.

Contract Amendment No. 1 was awarded in June 2016, which included the final design and bid phase services for **Phase II** for the basins and facilities lined out in the scope agreed upon in the 2011-2014 timeframe. This design work included additional biological treatment units, disc filters, UV disinfection, etc. The design was also based on the assumption the plant would receive a total phosphorus permit from TCEQ, which would require such treatment units in addition to the need to expand the plant capacity. The contract amendment was for a total amount of \$2,037,110 (Belton's 25% share was \$509,277.50).

Contract Amendment No. 2 was awarded in September 2017, which included the construction administrative services for **Phase I** construction. The total for this contract amendment was \$667,880 (Belton's 25% share was \$166,970). Phase I construction was completed in July 2020, except for the odor control system. The odor control system is nearing resolution between all parties involved.

Contract Amendment No. 3 Proposal

After further discussions between the Cities of Temple and Belton and KPA, this contract is recommended for amendment to modify the design of Phase II of the treatment plant. The need for the plant expansion is critical. However, the current design for Phase II includes filters and UV disinfection, which was needed if the plant received a total phosphorus limit. However, when the plant received the new permit in 2020, it did not include a phosphorus limit. Therefore, the filters and UV disinfection are not needed at this time. The cost of Phase II as it is designed is approximately \$35,000,000 (Belton's 25% share would be \$8,750,000).

Without a total phosphorus limit, the TBWWTP can continue to use the existing chlorine contact basins. However, with expanded capacity of the plant, additional chlorine and de-chlorination storage is required. Also, no filters would be required. Those two significant changes cause the total construction cost of the Phase II project to be reduced to approximately \$30-\$31M (Belton's 25% share would be \$7.75-\$8M). The total construction costs are reduced by \$4M-\$5M (Belton's 25% share would be \$1M-\$1.25M).

These changes do require KPA to do some re-design work to the construction drawings and specifications and proceed with the TCEQ permitting for the work. The total cost for Contract Amendment No. 3 is \$432,650 (Belton's 25% share would be \$108,162.50). It will cost more in design fees to make these changes, but the reduction in construction costs makes it worthwhile.

KPA estimates it will take 5 months to complete the TCEQ permit application. Concurrently, KPA will be working on the re-design plans, which is estimated to take 8 months. The critical path will be the permit amendment and obtaining TCEQ approval.

See attached proposal from KPA for more details and a map showing the basins to be designed for Phase II.

When TBWWTP receives a phosphorus limit, disc filters will need to be evaluated at that time. There is no timeline or projection on when TBWWTP will receive this requirement. The basins within Phase II are designed hydraulically so that filters can be added in the future. No work done in Phase II will prohibit future expansions or future basins when capacity or phosphorus treatment is needed.

Financial Summary

Design Contract	Scope	100% Total	75% Temple	25% Belton
Original Contract	Phase I Design/Bidding	\$1,341,555.00	\$1,006,166.25	\$335,388.75
Contract Amendment No. 1	Phase II Final Design/Bidding	\$2,037,110.00	\$1,527,832.50	\$509,277.50
Contract Amendment No. 2	Phase I Construction Admin Services	\$667,880.00	\$500,910.00	\$166,970.00
Proposed Contract Amendment No. 3	Phase II Design Modifications	\$432,650.00	\$324,487.50	\$108,162.50
TOTAL		\$4,479,195.00	\$3,359,396.25	\$1,119,798.75

Note: Phase II Construction Administration Services are needed at the time of bid award.

Fiscal Impact

The fiscal impact of the action today is \$108,162.50, which represents Belton's share of the contract amendment professional services contract with KPA to perform design modifications per the information in this staff report.

There is funding available from the Water and Sewer Capital Project fund.

Budgeted: ☐ Yes ☒ No

Recommendation

Authorize the City Manager to execute an amended professional services agreement with Kasberg, Patrick and Associates for design modifications to Phase II improvements to the Temple-Belton Wastewater Treatment Plant.

Attachments

KPA Contract
Construction Phase Site Plan Map



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

Temple
19 North Main Street
Temple, Texas 76501
(254) 773-3731

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

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

May 10, 2021

Ms. Angellia Points, P.E.
City Engineer
City of Belton
P. O. Box 120
Belton, Texas 76513

Mr. James Billeck, P.E.
Project Manager
City of Temple
3210 E. Avenue H, Building A
Temple, Texas 76501

Re: Cities of Temple and Belton, Texas
TBWWTP Phase II
Design Contract Amendment (CA#3)

Dear Mrs. Points and Mr. Billeck:

The Cities of Temple and Belton own and operate the Temple-Belton Wastewater Treatment Plant. The existing TBWWTP discharge permit allows design and peak flows of 10 MGD and 30 MGD, respectively. The Cities entered into a contract with KPA in the Fall of 2015 for the design of Phase I Improvements to the TBWWTP. Phase I Improvements consisted of constructing a new headworks facility, incorporating expanded capacity and odor control; and inclusion of an equalization basin and return pump system. The Phase I Improvements did not impact the rated capacities of the TBWWTP but did allow the facility to increase the capacity of influent received to 38-39 MGD through the addition of the equalization basin improvements.

Since the initial contract, the Cities and KPA have executed two Contract Amendments (CA). The first CA (CA#1) incorporated design of Phase II Improvements into the Contract. Phase II Improvements included biological and secondary treatment, tertiary treatment (including construction of Disc Filters, UV Disinfection, Plant Water, Plant Metering and Post Aeration), gravity thickener and associated improvements. The majority of the Tertiary Improvements replaced existing structures and/or capacity and included the necessary improvements to meet a proposed phosphorus removal limit. The second CA included construction administration services for the Phase I Improvements which are near completion.

During the period from 2018 through mid-2020, the Cities coordinated with the State to renew the TBWWTP Discharge Permit. The permit was issued in 2020 and did not include any phosphorus or other nutrient removal requirements. As such, the Cities asked KPA to review the possibility of using the existing Chlorine Contact Basins and detailing necessary improvements and/or modifications to remove the proposed Tertiary Improvements and utilize existing facilities as much as possible. KPA recently completed the analysis and determined that the existing Chlorine Contact Basins have capacity to treat up to 42.7 MGD of Effluent Peak Flow while meeting TCEQ requirements. We also noted that the overall project cost could be reduced by \$4 to \$5 million while increasing the rated effluent capacity of the facility to 16 MGD (design) and 42⁺ MGD (peak) with the ability to accommodate influent flows of up to 51 MGD (through the operation of the Equalization Basin).

This letter is in response to the Cities' request for a proposal to perform civil, mechanical, process, electrical, instrumentation and controls, structural and geotechnical engineering design services required for the construction of the additional structures (and/or modifications/additions to existing structures) that were evaluated and are summarized below:

Phase II Contract Amendment Construction Improvements

1. Modification / Additions to Existing Headworks – this will install additional treatment equipment to maximize the ultimate capacity of the Headworks facility, increasing the capacity from 42.75 MGD to 57 MGD.
 - a. Add Fine Screen and applicable piping modifications
 - b. Add Grit Removal Unit and applicable appurtenances
 - c. Automation of existing Slide Gates to allow remote operation
 - d. Installation of slide gates at outlet chambers to allow control of flow splitting to each of the biological treatment trains/processes
 - e. Associated Electrical Modifications
2. Chlorine Storage & Feed Improvements – existing storage and feed facilities will be abandoned in place and replaced with facilities to accommodate a peak flow of approximately 42.5 MGD:
 - a. Enclosed Building with applicable heating and safety features (approximately 40'x50')
 - b. Crane System
 - c. Door & Seal System
 - d. Chlorine Scrubber with automated louvers
 - e. Chlorination Feed Room Addition (approximately 10' x 15') with new feed equipment
3. Sulfur Dioxide Storage & Feed Improvements -- existing storage and feed facilities will be abandoned in place and replaced with facilities to accommodate a peak flow of approximately 42.5 MGD:
 - a. Enclosed building with applicable heating and safety features (approximately 30'x30')
 - b. Crane System
 - c. Door & Seal System
 - d. Sulfonation Feed Room Addition (approximately 10' x 15') with new dechlorination feed equipment
4. Modification of Existing Effluent Metering – This includes the design of the necessary modifications to replace existing Parshall Flume (3') with larger unit (4') (maximizing capacity of existing structure), while keeping the existing outfall in service and meeting TCEQ reporting requirements. – Expand Capacity to 42.5 MGD. This will maximize the capacity of the existing effluent metering structure.
5. Applicable Yard Piping, site, electrical and structural improvements/modifications.

The following improvements will be removed from the construction project (however, they are shown on the attached exhibit and schematic and noted as "Future Improvements":

1. Disk Filtration Improvements
2. UV Disinfection Improvements
3. Effluent Metering, Plant Water Pump Station & Post Aeration Improvements

4. Effluent Pump Station Modifications / Improvements. Construction of items 1-3 above would have facilitated modifications to the "Panda Effluent" Pump Station. With the proposed improvements now included as Phase II, these modifications are not required.
5. Applicable yard piping, structural and electrical improvements.

The revised improvements have an OPC of approximately \$5.5 to \$6.5 million while the removed improvements have an OPC of \$10.5 million, resulting in a net decrease of approximately \$4 to \$5 million. It should also be noted that Chlorine Contact Basins have a total capacity of 42.5 MGD and that the available head space between the Clarifiers and the existing Chlorine Contact Basins is not sufficient for the originally proposed disk filters. As such, if disk filters are required in the future, an alternate method of phosphorus removal may be required or the construction of the original "Phase II Improvements" will be required.

In order to provide the engineering design services required for completion of this project, the following scope of services and lump sum fees shown below will be applicable:

Scope of Services

1. Project Meetings
2. Geotechnical Borings (2 total at proposed Outfall & Chlorine/Dechlor Storage)
3. Final Design of Recommended Improvements including plan and technical specification preparation for each of the following components:
 - a. Civil
 - b. Mechanical
 - c. Process
 - d. Structural
 - e. Electrical & Controls
4. Preparation of Final OPC, including updating of all equipment and labor costs to the current period.
5. Modification to/ Preparation of Major Permit Amendment. This was previously completed for the original Phase II Improvements, but will be modified/completed to incorporate the improvements included in this CA. Additionally, KPA will coordinate with BRA staff to obtain the necessary sampling required for the permit. Laboratory and/or sampling fees are not included in the amendment.

Fee Summary for Contract Amendment No. 3

1	Project Meetings	\$	4,000.00
2	Geotechnical Borings & Report	\$	10,000.00
3	Final Design of Revised Phase II Imp.	\$	397,250.00
4	Modifications to Major Permit Amend.	\$	21,400.00
Total Contract Amendment No. 3		\$	432,650.00

Mrs. Angelia Points, P.E. and Mr. James Billeck, P.E.

May 10, 2021

Page Four

We will complete the modifications to the Major Permit Amendment within five (5) months of issuance of a notice to proceed. The final design plans will be completed within eight (8) months of the NTP and will be submitted to TCEQ upon approval of the Major Permit Amendment.

We are available to discuss with you at your convenience and look forward to continuing this project.

Sincerely,

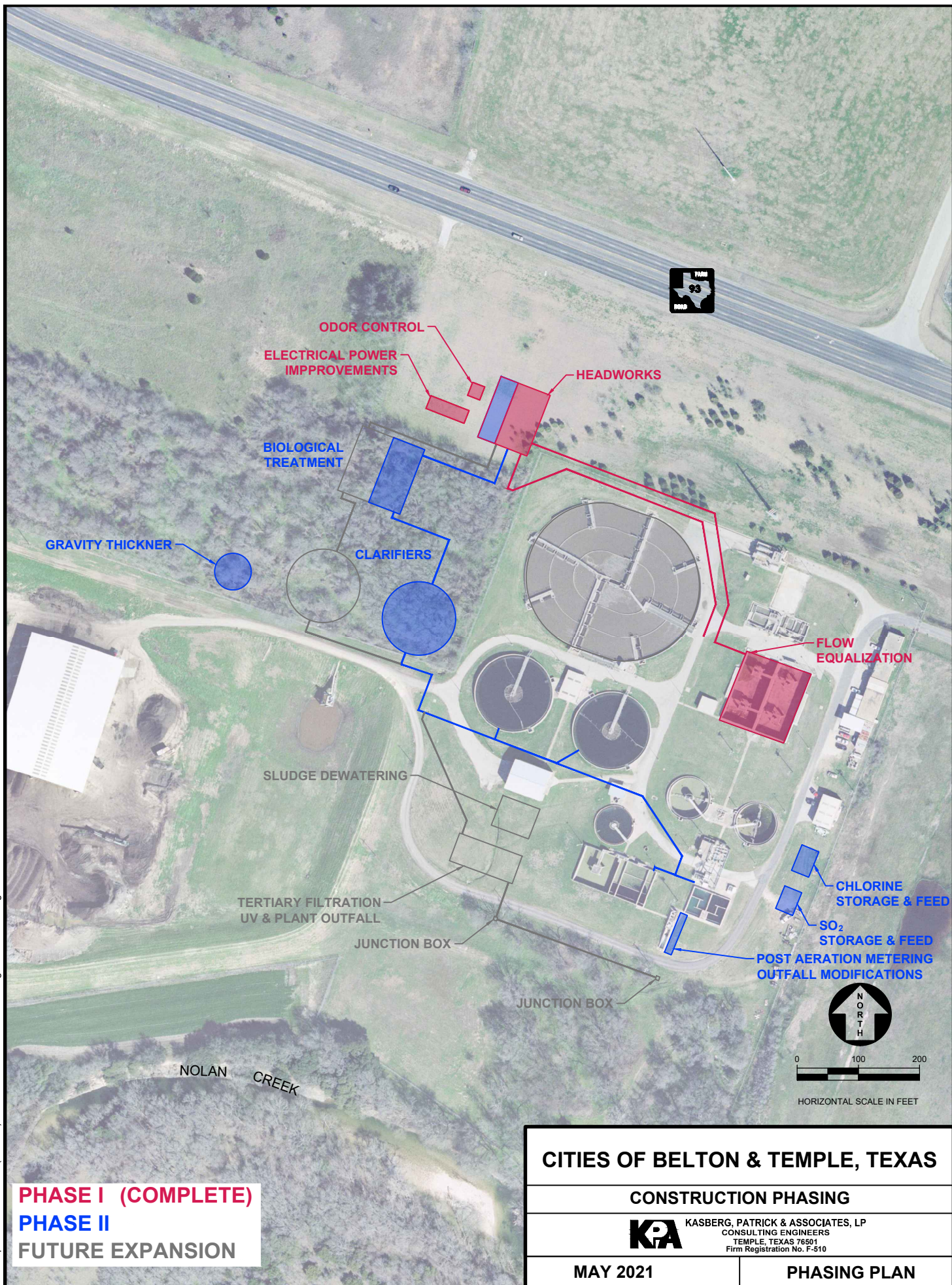
A handwritten signature in blue ink, appearing to read "Thomas D. Valle". The signature is stylized with a large initial "T" and a cursive "D. Valle".

Thomas D. Valle

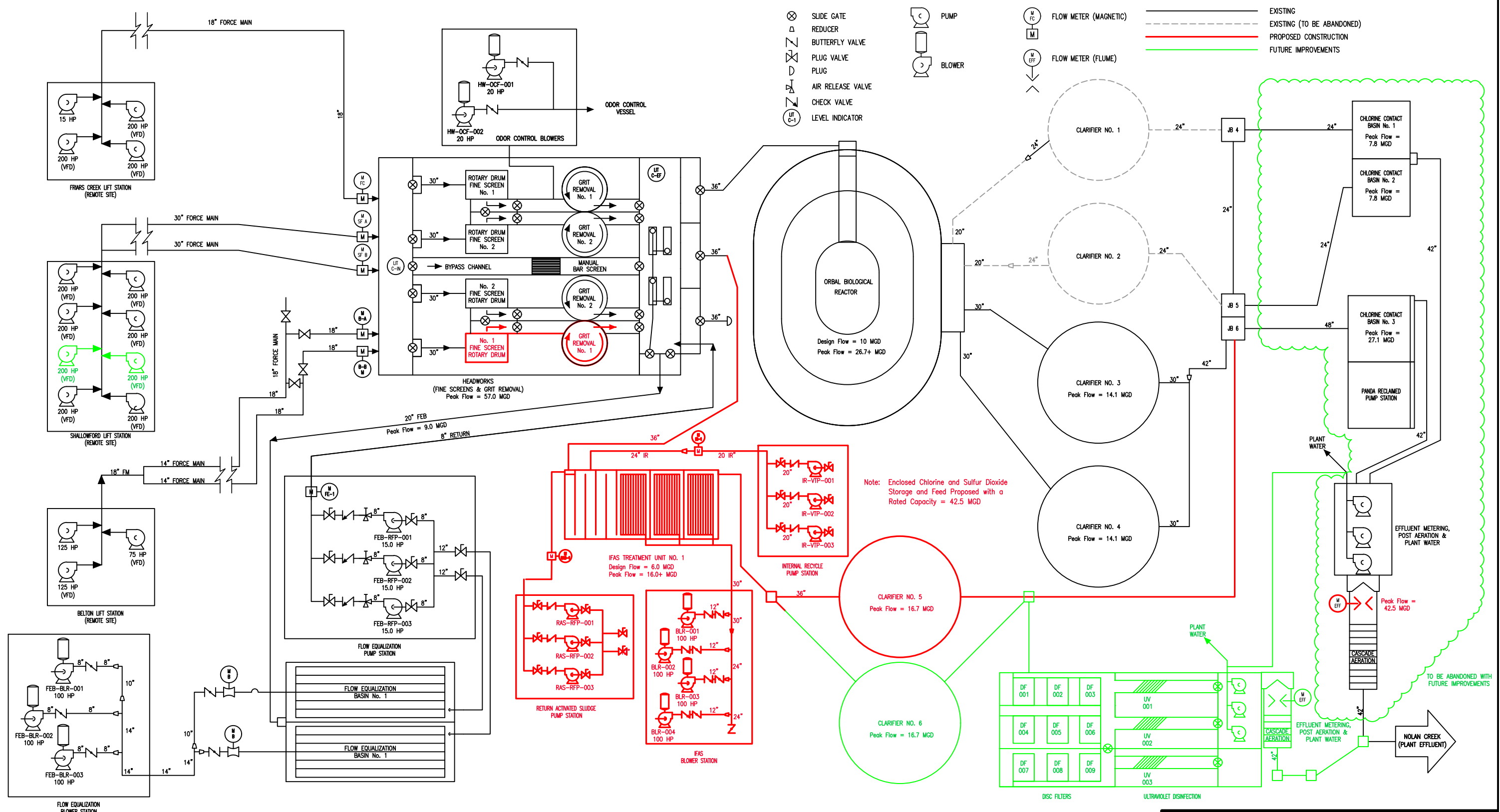
TDV/

2015-140-21

P:\Temple\2011\2011-1-32 (TBRSS)\CAD\2015\Construction Phasing-11-19-2020.dwg - CP PH I




P:\Temple\2015\2015-140 (TBWWTP)\CAD\21Flow Summary (DISC & UV).dwg - AG-06



CITY OF TEMPLE & BELTON, TX

TEMPLE-BELTON WWTP
TREATMENT PLANT EXPANSION - P&ID

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76801
Firm Registration No. F-510

MAY 2021

FLOW EXHIBIT

TBWWTP Phase II Design Services Contract Amendment No. 3

City Council

June 8, 2021

Temple-Belton Wastewater Treatment Plant Background

- ◆ Serves 70% of Temple and 100% of Belton
- ◆ Permitted to treat 10,000,000 gallons/day (10 MGD)
- ◆ Temple's flow is 75% of total; Belton makes up 25% of total
➔ Cost Share
- ◆ TCEQ requires a WWTP to be under the planning stages of design when influent flows exceed 75% of permitted capacity in 3 consecutive months.
- ◆ Trigger was met in 2010.



Preliminary Engineering & Phase I

Preliminary Engineering

- ◆ KPA was authorized to perform a Preliminary Engineering Report to plan the plant expansions in 2011.
- ◆ Value Engineering performed in 2013-2014.
- ◆ Expansions and phasing identified.
- ◆ KPA selected to perform design services.

Phase I Design & Construction

- ◆ Oct 2015 - KPA began design
- ◆ Original scope of services consisted of designing and bidding a new headworks facility, odor control units, and all the services necessary for the initial plant construction of the new facilities.
- ◆ Addressed the major bottleneck at the plant: headworks capacity and condition
- ◆ Completed design and bid in 2017.
- ◆ Completed construction in 2020, except the odor control system
- ◆ Total construction cost = \$12,925,078.37 (\$3,231,269.59 Belton's Share)

Phase I

Before

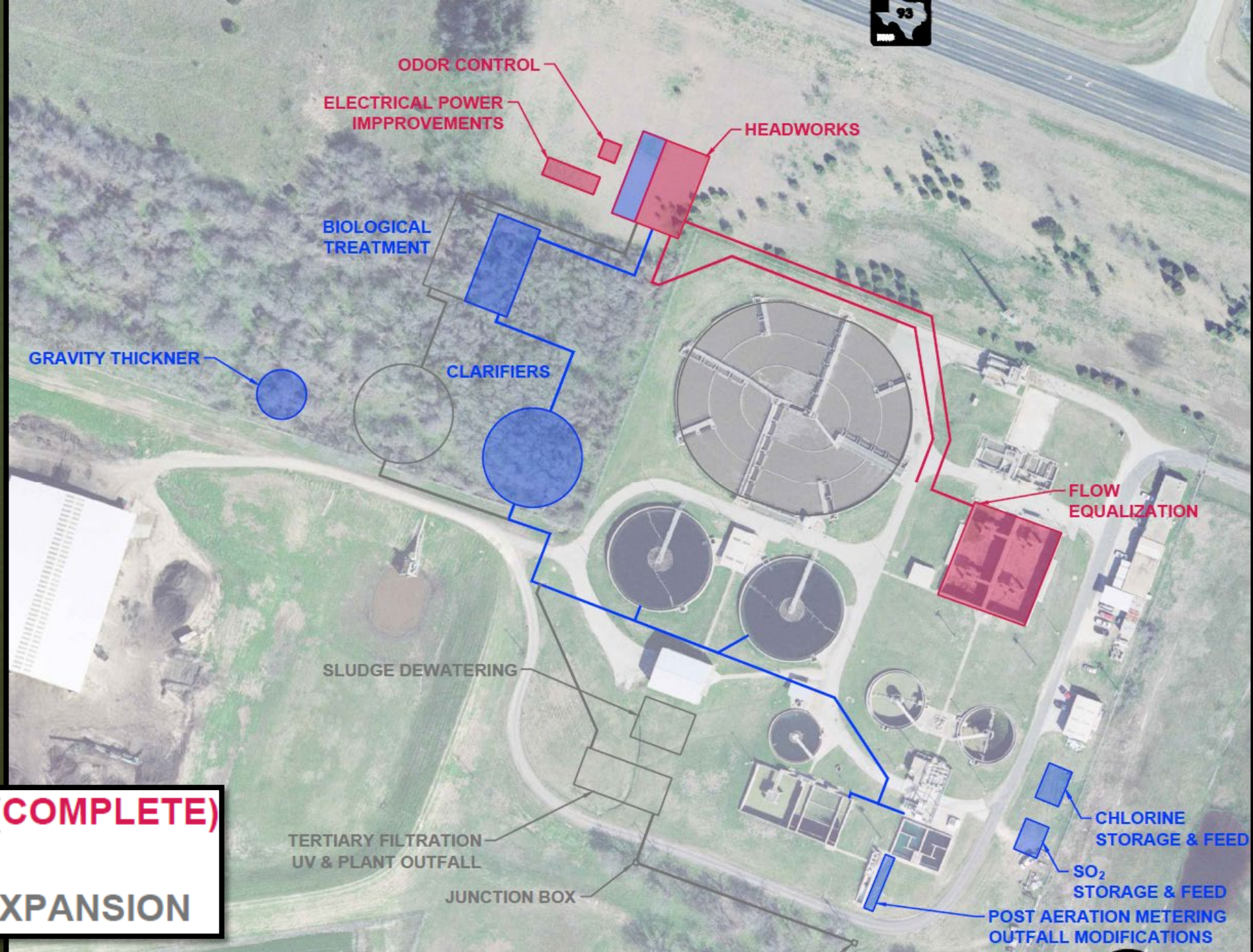


After



Phase II Design

- ◆ Contract Amendment No. 1 was awarded in June 2016 = Design and bid phase services for Phase II, scoped by the 2015 PER
- ◆ Design included additional biological treatment units, disc filters, UV disinfection, etc.
- ◆ Assumed the plant would have a total phosphorus limit
- ◆ Design was near completion and on hold until the plant received the new operating permit in 2020
- ◆ OPCC = \$35M (\$8.8M Belton's Share)
- ◆ No phosphorus limit was assigned to the permit and no testing for phosphorus was required, indicating a limit is not coming with the next permit renewal in 2025.
- ◆ Disc filters and UV disinfection are not required.
- ◆ Contract Amendment No. 3 is proposed to modify the design plans to delete the filters and UV and add to the chlorine and de-chlorination facility to make use of existing facilities.
- ◆ Contract Amendment No. 3 Design Costs = \$432,650.00 (\$108,162.50 Belton's Share)
- ◆ NEW Construction OPCC = \$30M-\$31M (\$7.75-\$8M Belton's Share)
 - ◆ \$4M-\$5M Reduction in estimated construction costs



PHASE I (COMPLETE)
PHASE II
FUTURE EXPANSION

Financial Summary – Design Services

Design Contract	Scope	100% Total	75% Temple	25% Belton
Original Contract	Phase I Design/Bidding	\$1,341,555.00	\$1,006,166.25	\$335,388.75
Contract Amendment No. 1	Phase II Final Design/Bidding	\$2,037,110.00	\$1,527,832.50	\$509,277.50
Contract Amendment No. 2	Phase I Construction Admin Services	\$667,880.00	\$500,910.00	\$166,970.00
Proposed Contract Amendment No. 3	Phase II Design Modifications	\$432,650.00	\$324,487.50	\$108,162.50
TOTAL		\$4,479,195.00	\$3,359,396.25	\$1,119,798.75

Phase I Construction - \$12,925,078.37 (\$3,231,269.59 Belton's Share) – Completed/Paid

Phase II Construction OPCC - \$30-\$31M (\$7.75M-\$8M Belton's Share) – FY23

Phase II Construction Administration to be negotiated at bid award – FY23

Summary

Fiscal Impact

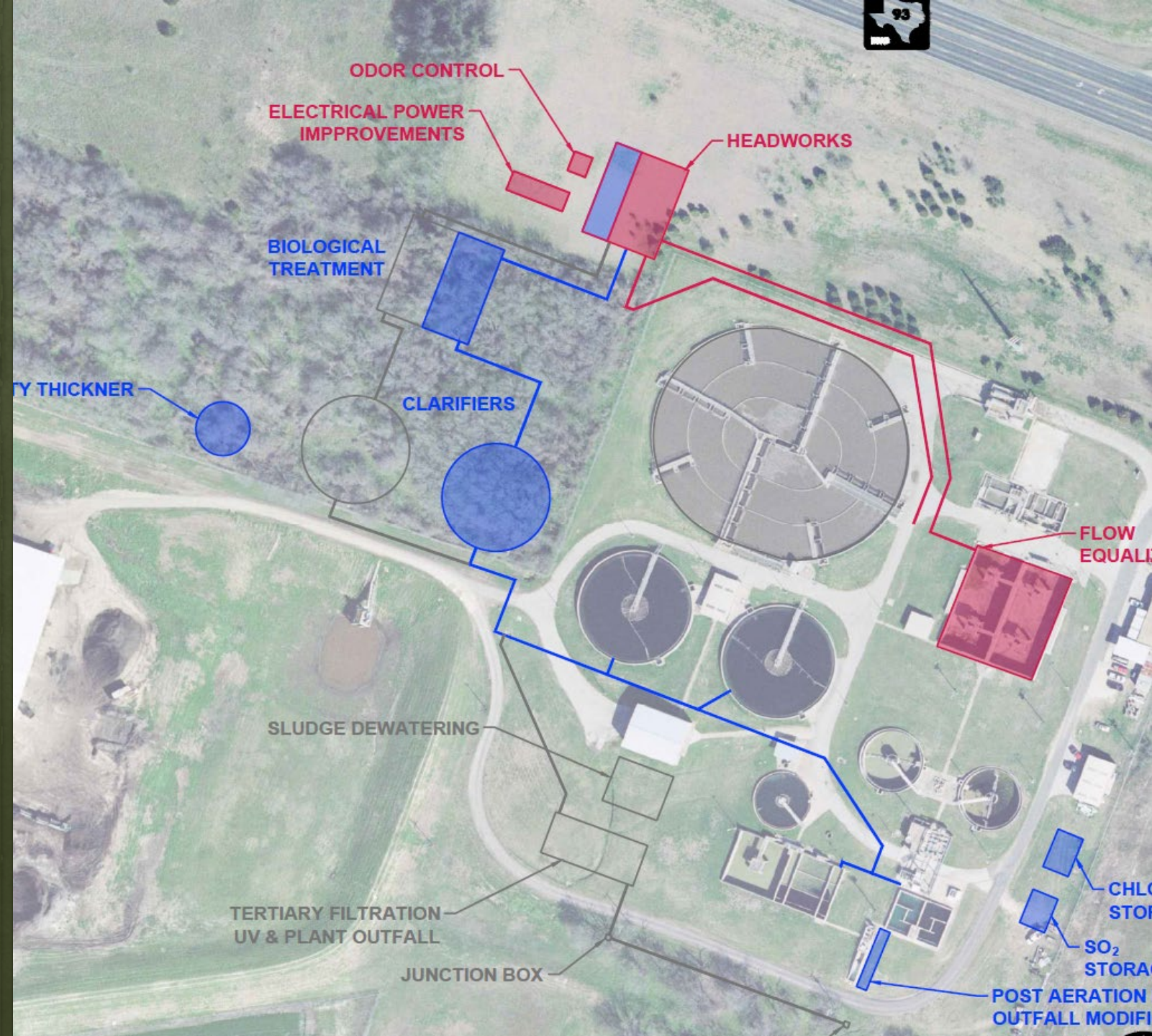
- ◆ Today's proposal is to award Contract Amendment No. 3, modifications to Phase II design.
- ◆ Total contract is \$432,650.00. Belton's 25% share is \$108,162.50.
- ◆ The estimated reduction in construction costs is \$4-\$5M, if these changes are made.
- ◆ Funding for this contract would come from the Water and Sewer Capital Project Fund.

Schedule

- ◆ 2011 – PER Completed
- ◆ Phase I – Headworks, EQ Basin
 - ◆ 2015 – 2017 Design
 - ◆ 2017 – 2020 Construction
- ◆ Phase II – Plant Expansion
 - ◆ 2016 – Present Design
 - ◆ Present - Estimated complete design 2022
 - ◆ Obtain TCEQ permit 2022-2023
 - ◆ Begin construction 2023
 - ◆ Complete construction 2025

Staff Recommendation

Authorize the City Manager to execute an amended professional services agreement with Kasberg, Patrick and Associates for design modifications to Phase II improvements to the Temple-Belton Wastewater Treatment Plant.





Staff Report – City Council Agenda Item

Agenda Item #9

Conduct a work session on FY2022 budget considerations including, but not limited to, the following funds:

- A. General Fund
- B. Debt Service Fund
- C. Information Technology Fund
- D. Building Maintenance Fund
- E. Hotel/Motel Fund

Originating Department

Finance Department – Mike Rodgers, Director of Finance

Summary Information

As work continues on the FY 2022 proposed annual budget, Staff will present the revenues and expenditures anticipated for several funds. We look forward to Council input on these several components to be followed by Water and Sewer, Drainage, BEDC, TIRZ and CIP Funds on June 22, 2021. The FY 2022 proposed annual budget must be filed at least thirty days prior to adoption. The date for adoption is currently scheduled for September 14, 2021.

As in prior years, Staff will upload budget detail documents to the “Budget Info” folder on DropBox for Council review if desired.

Fiscal Impact

None

Recommendation

Receive presentation

Attachments

Presentation



FY22 Budget Workshop

June 8, 2021

Overview Comments by:

Sam A. Listi

City Manager



Overview Comments

- Today is the first session on the FY '22 Annual Operating Budget, following meetings with Department Heads and Strategic Plan session in May.
- Budget uncertainties from COVID-19 not as dramatic in FY '22, given positive growth signs; possible lingering effects.
- Revenue sources for FY '22 appear to be stabilizing, aiding budget development.
- Personnel services cost are increasing due to salary, health insurance, and retirement expenses.



Overview Comments

- Revenue projections for property taxes reflect a 7.2% increase in value based on a stable \$0.63 tax rate (preliminary).
- Projections for sales tax reflect a 6% increase over the year-end estimate for FY '21.
- Favorable Council input this Spring on FD and PD personnel changes, 15% increased health insurance cost, civil service and merit adjustments, and TMRS for a full year, add \$977,000 to GF personnel costs.



Overview Comments

- Other key objectives included in the proposed budget:
 - Resiliency measures from the winter storm after-action report
 - Additional part-time support in Parks
 - An external comprehensive personnel study
 - Street maintenance funding at a base amount of \$500,000
 - Continued funding of capital equipment replacement fund



Overview Comments

- With Department Goals presented at the May 26 Strategic Plan Session, Department Heads will be available for Q&A on their budgets.
- An analysis of Belton's Fund Balance Policy is in development for presentation soon.
- American Rescue Plan Funding (ARP) opportunities will be presented when final guidance emerges from the State.



FY22 Budget Workshop

June 8, 2021

Presented by:

Michael Rodgers, CPA

Director of Finance



Funds To Be Discussed

- General Fund
- Debt Service Fund
- Information Technology Fund
- Building Maintenance Fund
- Hotel / Motel Fund



General Fund Forecast for FY 2021

	FY 2021 Amended Budget	FY 2021 Year-End Estimate
Revenue	\$ 15,879,702	\$ 16,093,353
Expenditures [*]	(16,759,269)	(16,259,126)
Incr/(Decr) to Reserve	\$ (879,567)	\$ (165,773)

*The originally adopted expenditure budget for FY 2021 was \$15,381,769



Forecast for FY 2021

- Total revenue is over budget due to
 - Permitting receipts
 - Sales tax
 - Property tax payments
- Expenditures are under budget due to
 - Fewer public safety retirements
 - Contingencies / pay plan changes



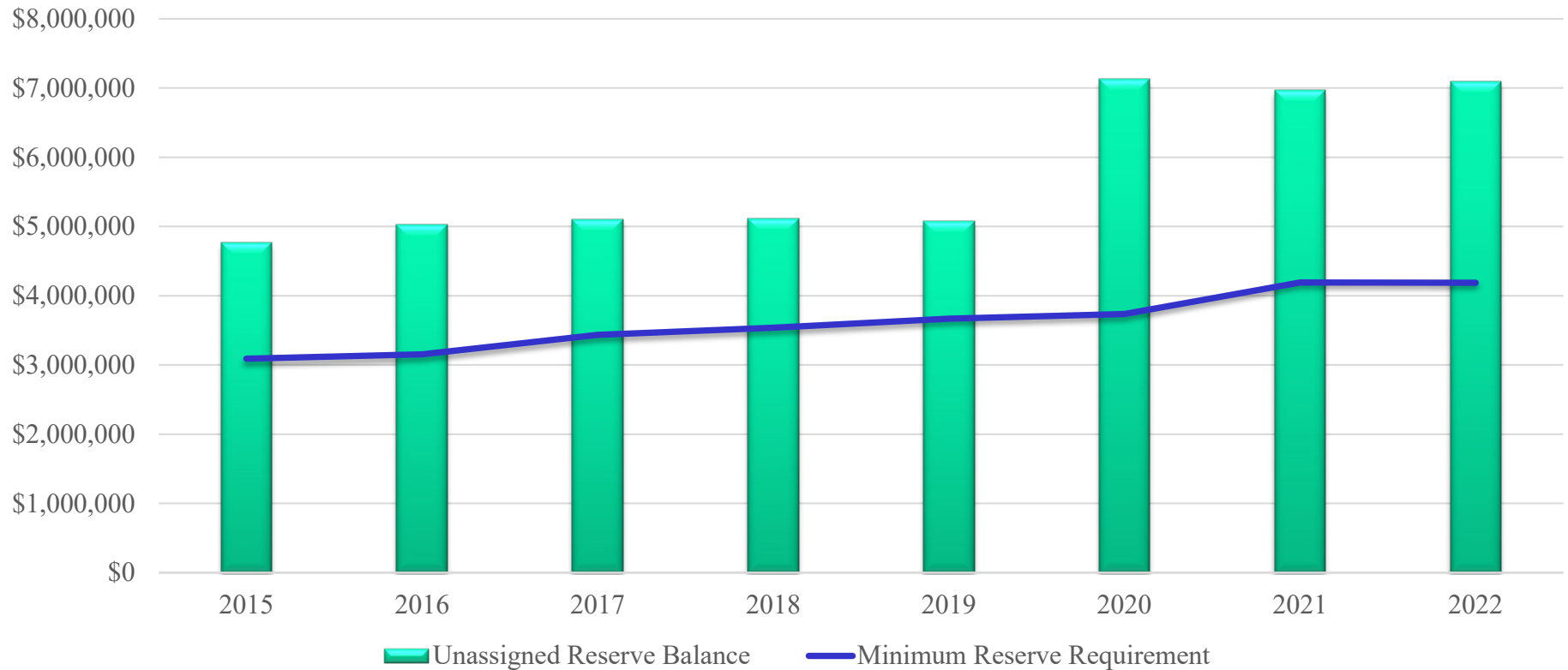
General Fund

FY22 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2021	\$ 6,962,824
Increases/(Decreases) to Fund Balance:	
FY22 Revenue	16,886,840
FY22 Expenditures	<u>(16,750,480)</u>
Net Increase/(Decrease) to Fund Balance	<u>136,360</u>
Spendable Fund Balance, Sept 30, 2022	<u><u>\$ 7,099,184</u></u>



Status of General Fund Reserves FY15 to FY22





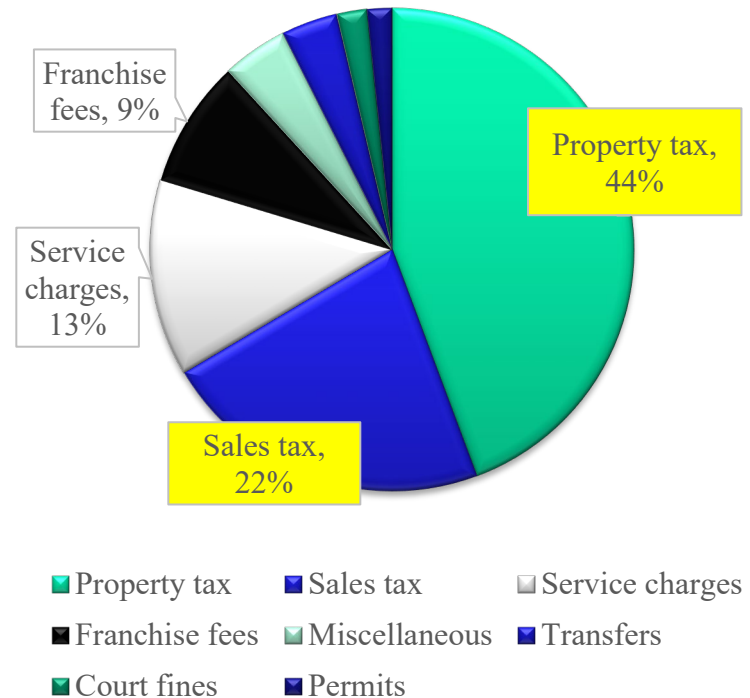
Budget to Budget Comparison by Revenue Category

General Fund Revenue Category	FY21 Budget	FY21 Estimate	FY22 Budget	Budget Inc / (Dec)
Property Tax	\$ 6,313,269	\$ 6,404,957	\$ 6,822,850	\$ 509,581
Sales Tax	4,511,000	4,563,811	4,837,640	326,640
Franchise & Other Tax	1,276,149	1,223,624	1,215,210	(60,939)
Permit Fees	246,628	350,346	294,480	47,852
Court Fines & Fees	302,550	278,104	306,730	4,180
Charges for Service	2,447,738	2,557,156	2,713,350	265,612
Miscellaneous	180,165	127,024	138,450	(41,715)
Transfers	602,203	588,331	558,130	(44,073)
Total Revenue	\$15,879,702	\$16,093,353	\$16,886,840	\$1,007,138



FY22 General Fund Revenue

Property tax	\$ 6,822,850
Sales tax	4,837,640
Service charges	2,713,350
Franchise fees	1,215,210
Transfers	558,130
Court fines & fees	306,730
Permits	294,480
Miscellaneous	<u>138,450</u>
Total	<u><u>\$16,886,840</u></u>





FY22 Property Tax Revenue

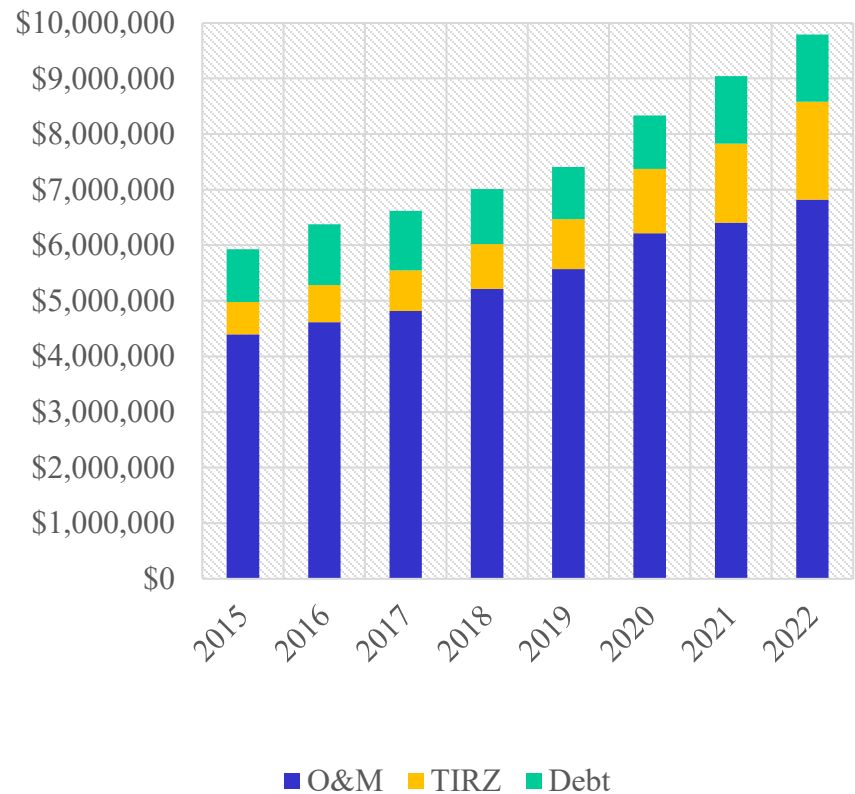
- Preliminary adjusted taxable value increases by 7.2% to \$1,529,948,477
- Preliminary proposed property tax rate is 63 cents
- Revenue may increase by \$509,000 with about \$200,000 coming from new properties that were added to the tax roll



Property Tax History

FY15 to FY22

FY	O&M	TIRZ	Debt
2015	\$4,396,492	\$ 582,394	\$ 947,536
2016	\$4,613,688	\$ 670,769	\$1,090,922
2017	\$4,816,716	\$ 728,568	\$1,074,343
2018	\$5,212,685	\$ 806,821	\$ 990,961
2019	\$5,568,951	\$ 901,067	\$ 934,987
2020	\$6,214,755	\$1,155,204	\$ 964,758
2021 ^{Projected}	\$6,404,957	\$1,421,888	\$1,217,744
2022 ^{Budget}	\$6,822,850	\$1,757,200	\$1,213,020

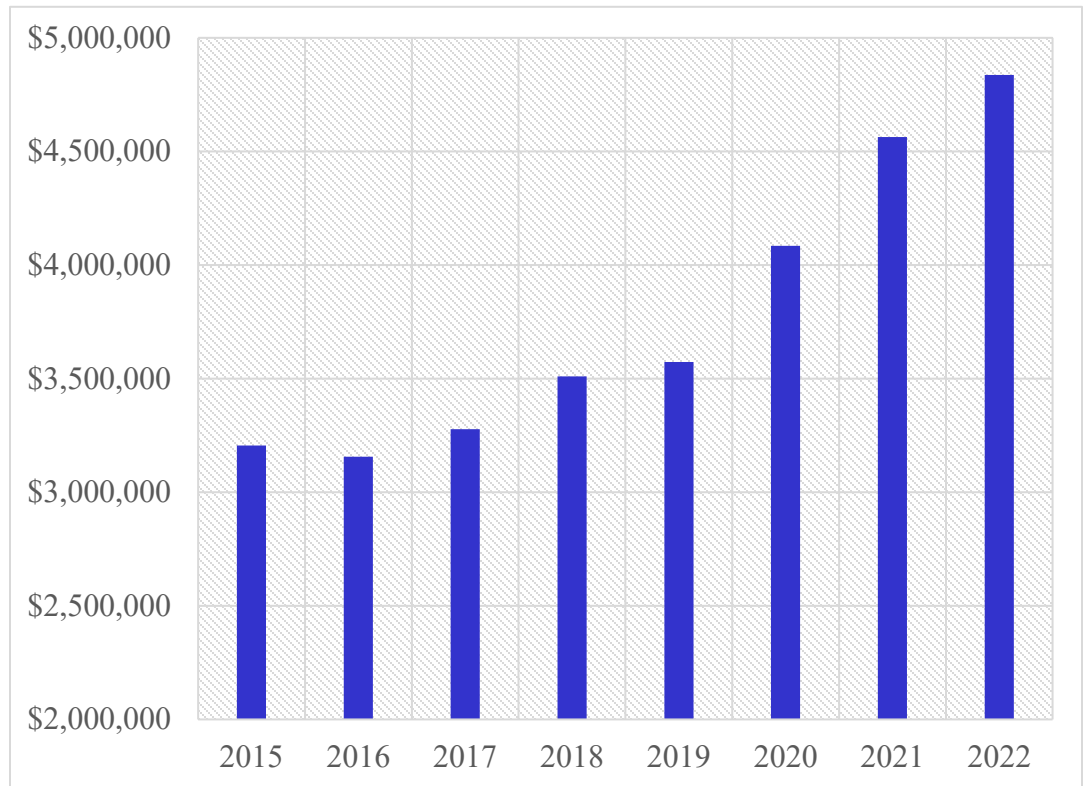




Sales Tax History

FY15 to FY22

FY	Revenue
2015	\$3,205,410
2016	\$3,155,659
2017	\$3,276,982
2018	\$3,510,104
2019	\$3,573,712
2020	\$4,085,122
2021 ^{Projected}	\$4,563,811
2022 ^{Budget}	\$4,837,640





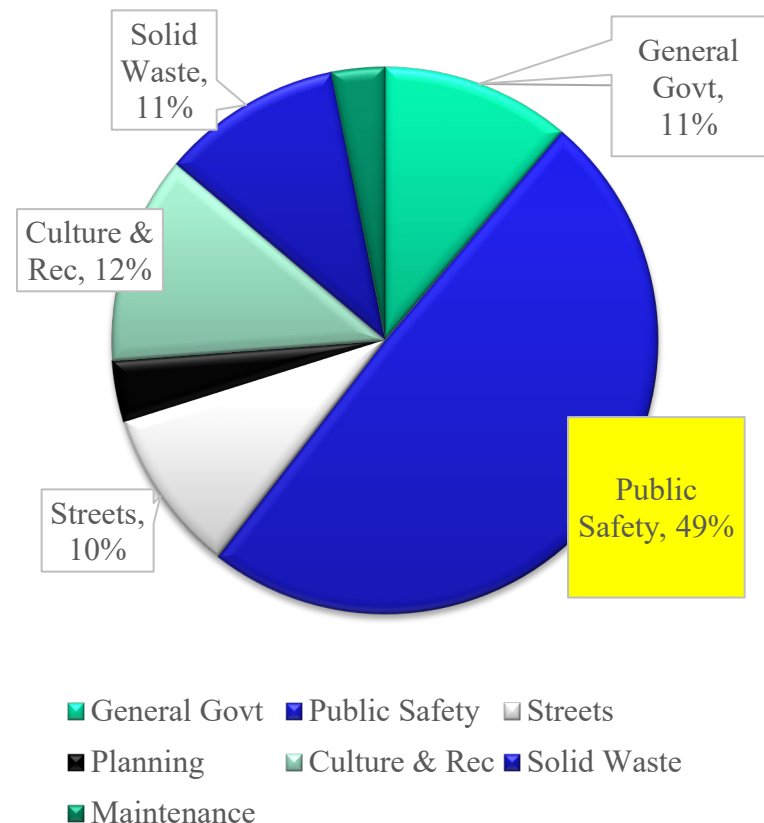
FY22 Other General Fund Revenue

- Refuse collection and contract fees increase by \$215,000 as the number of customers continues to grow
- Franchise fee revenue is reduced to reflect recent averages and the loss of certain telecom fees
- Interest income falls by \$35,000 as yields remain low



FY22 General Fund Expenditures by Function

Function	FY22 Budget
General government	\$ 1,878,930
Public safety	\$ 8,251,550
Streets	\$ 1,629,610
Planning	\$ 605,640
Culture & recreation	\$ 2,062,740
Solid waste	\$ 1,799,210
Maintenance services	\$ 522,800
Total	\$ 16,750,480





Budget to Budget Comparison by General Fund Division

General Fund Division	FY21 Amended Budget	FY21 Estimate	FY22 Budget	Budget Inc / (Dec)
City Council	\$ 82,250	\$ 75,738	\$ 235,950	\$153,700
City Management	505,472	509,064	629,570	124,098
Public Information	55,292	57,839	60,450	5,158
Retail Development	42,457	39,057	44,570	2,113
Finance	399,944	387,313	378,210	(21,734)
Human Resources	230,665	210,605	291,530	60,865
Municipal Court	237,874	232,902	238,650	776
PD Administration	360,050	339,824	371,830	11,780
PD Patrol	3,118,742	3,005,767	3,315,850	197,108
PD Support Services/CID	1,179,994	1,090,525	1,383,010	203,016



Budget to Budget Comparison by General Fund Division

General Fund Division	FY21 Amended Budget	FY21 Estimate	FY22 Budget	Budget Inc / (Dec)
PD Animal Control	\$ 102,747	\$ 97,827	\$ 103,230	\$ 483
PD Code Enforcement	78,290	78,268	80,790	2,500
FD Suppression	2,920,255	2,872,655	2,996,840	76,585
Streets	2,085,626	2,410,020	1,490,530	(595,096)
Rec Maintenance	1,103,306	1,104,100	1,129,210	25,904
Rec Community Center	219,585	211,486	216,540	(3,045)
Rec Recreation	196,696	182,313	217,950	21,254
Planning	193,390	140,365	239,890	46,500
Inspections	324,058	304,865	337,980	13,922
GIS	27,511	20,164	27,770	259



Budget to Budget Comparison by General Fund Division

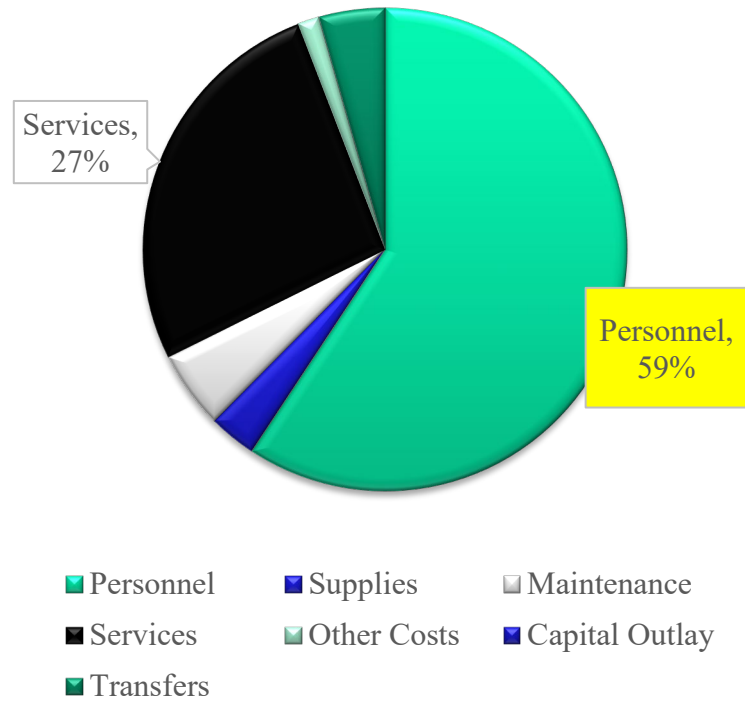
General Fund Division	FY21 Amended Budget	FY21 Estimate	FY22 Budget	Budget Inc / (Dec)
Library	\$ 495,836	\$ 481,758	\$ 499,040	\$ 3,204
Other Costs	575,651	197,901	0	(575,651)
Solid Waste Collection	1,433,262	1,501,889	1,657,710	224,448
Solid Waste Brush	119,485	107,630	141,500	22,015
Fleet Maintenance	497,198	468,337	522,800	25,602
Engineering	173,633	130,914	139,080	(34,553)
Total Expenditures	\$16,759,269	\$16,259,126	\$16,750,480	\$ (8,789)

The originally adopted budget for FY 2021 was \$15,381,769



FY22 General Fund Expenditures by Category

Personnel	\$ 9,931,740
Supplies	535,860
Maintenance	865,100
Services	4,444,040
Other Costs	240,650
Capital Outlay	0
Transfers	<u>733,090</u>
Total	<u><u>\$16,750,480</u></u>





Budget to Budget Comparison by Expenditure Category

General Fund Expenditure Category	FY21 Amended Budget	FY21 Estimate	FY22 Budget	Budget Inc / (Dec)
Personnel	\$ 9,279,802	\$ 9,009,674	\$ 9,931,740	\$ 651,938
Supplies	583,969	518,659	535,860	(48,109)
Maintenance	1,088,917	1,054,015	865,100	(223,817)
Services	4,065,766	3,952,418	4,444,040	378,274
Other Costs	575,651	197,901	240,650	(335,001)
Capital Outlay	80,495	85,790	0	(80,495)
Transfers	1,084,669	1,440,669	733,090	(351,579)
Totals	\$ 16,759,269	\$ 16,259,126	\$ 16,750,480	\$ (8,789)

The originally adopted budget for FY 2021 was \$15,381,769



Significant Changes

- Personnel costs increase by \$977,000 with the following
 - PD and FD rank structure changes \$281,000
 - Civil service step increases \$159,000
 - Non-civil service merit up to 3% \$196,000
 - Health insurance premiums up 15% \$164,000
 - Payroll taxes and retirement \$177,000



Significant Changes

- Clothing expenditures in Fire Suppression decrease by \$105,840 after the purchase of bunker gear in FY 2021
- Appropriations for the annual street maintenance program stabilizes at \$500,000 compared to the \$750,000 supplemental appropriation in FY 2021
- Refuse collection costs increase by \$210,957 due to a growing customer base



Significant Changes

- Consulting fees increase by \$59,000 to perform a compensation study and to update the ten-year historic district study
- Appropriations for contingencies/pay plan changes are reclassified into division budgets
- Capital expenditures decrease by \$80,000 after the acquisition of assets during FY 2021
- Capital project and equipment transfers decline \$426,500 from the amended amount in 2021



Debt Service Fund

FY22 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2021	\$ 73,237
Increases/(Decreases) to Fund Balance:	
FY22 Revenue	1,213,020
FY22 Expenditures	<u>(1,180,870)</u>
Net Increase/(Decrease) to Fund Balance	<u>32,150</u>
Spendable Fund Balance, Sept 30, 2022	<u><u>\$ 105,387</u></u>

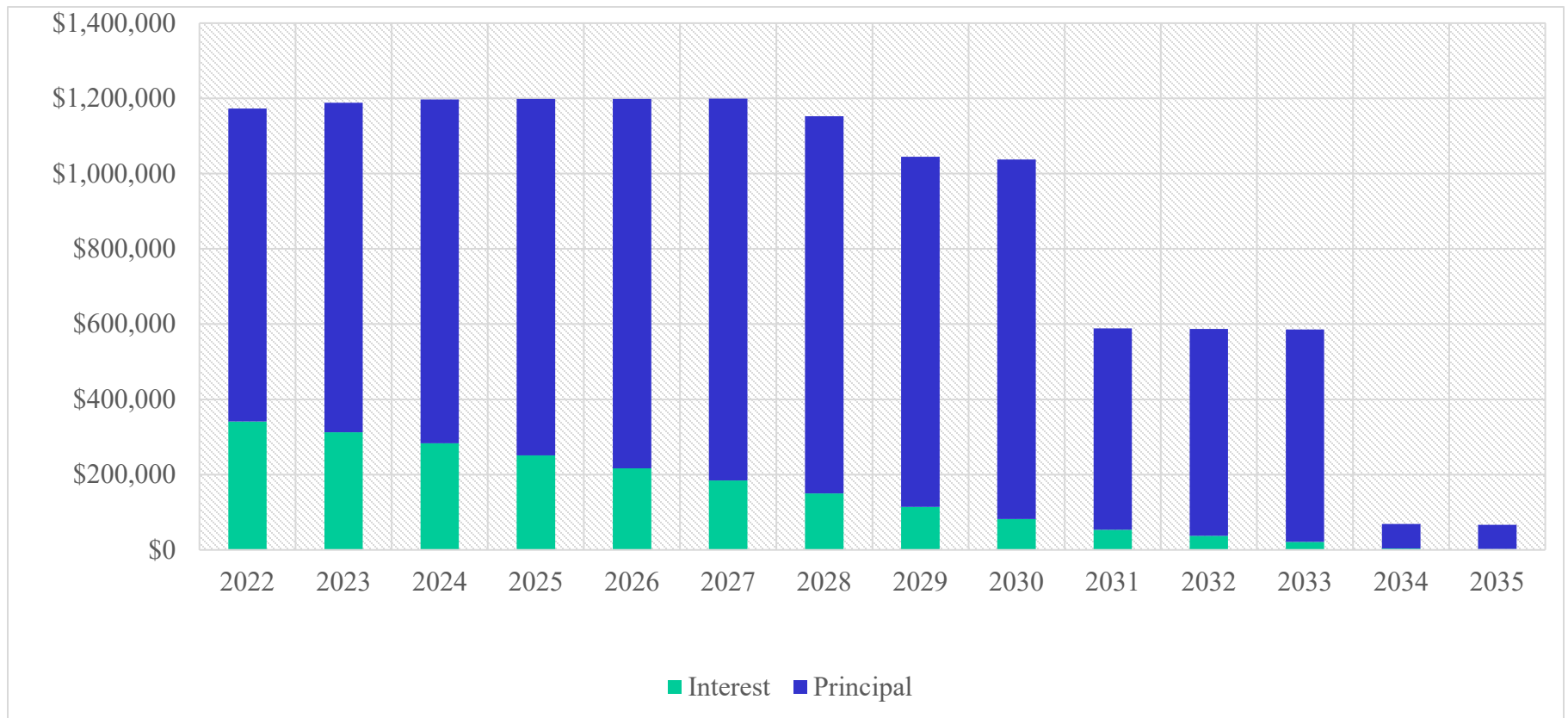


Outstanding Debt as of October 1, 2021

Bond Issuance Description	Outstanding Amount
General Obligation Bonds, Series 2003	\$ 390,000
General Obligation Bonds, Series 2005	\$ 830,000
Certificates of Obligation, Series 2008	\$ 653,400
Certificates of Obligation, Series 2015	\$ 795,000
G.O. Refunding Bonds, Series 2017	\$ 1,015,000
Certificates of Obligation, Series 2018	\$ 2,100,000
G.O. Refunding Bonds, Series 2019	\$ 4,450,000
Tax-Supported Debt Outstanding	\$ 10,233,400



Annual Debt Service Payments on Tax-Supported Debt





Information Technology Fund

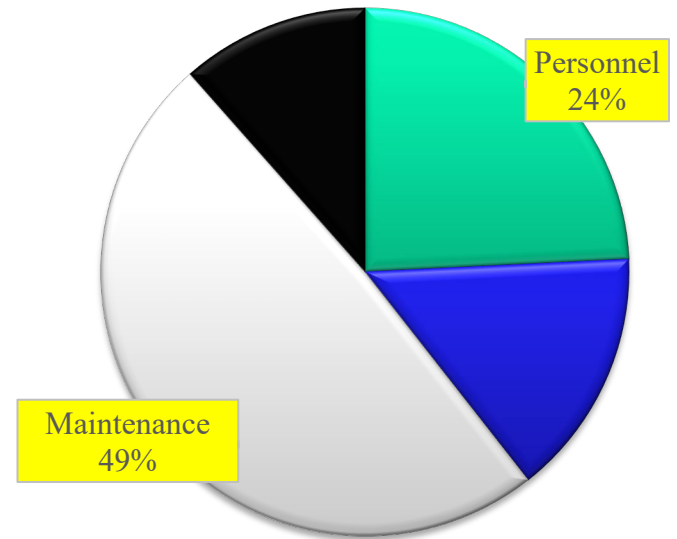
FY22 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2021	\$ 47,648
Increases/(Decreases) to Fund Balance:	
FY22 Revenue	893,300
FY22 Expenditures	<u>(838,200)</u>
Net Increase/(Decrease) to Fund Balance	55,100
Spendable Fund Balance, Sept 30, 2022	<u>\$ 102,748</u>



Information Technology Fund Expenses by Category

Personnel	\$203,130
Supplies	127,140
Maintenance	411,490
Services	96,440
Capital Outlay	<u>0</u>
Total	<u><u>\$838,200</u></u>



■ Personnel ■ Supplies ■ Maintenance
■ Services ■ Capital Outlay



Significant Changes

- Small equipment expenses increase by \$56,000 to purchase several computers for police in accordance with the computer replacement plan
- Computer system maintenance costs increase by \$60,000 due to new software purchases and licensing
- Capital outlay falls by \$182,500 after the purchase of several copiers and servers in FY21 as well as the completion of a fiber installation project



Building Maintenance Fund

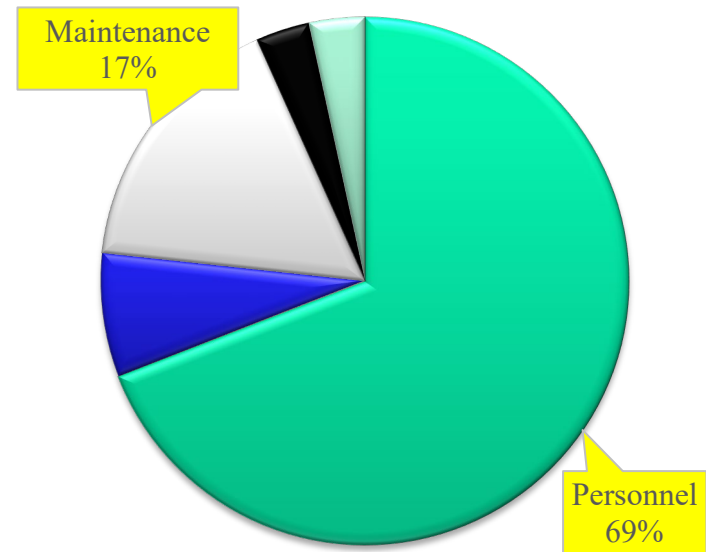
FY22 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2021	\$ 59,636
Increases/(Decreases) to Fund Balance:	
FY22 Revenue	458,150
FY22 Expenditures	<u>(418,890)</u>
Net Increase/(Decrease) to Fund Balance	<u>39,260</u>
Spendable Fund Balance, Sept 30, 2022	<u><u>\$ 98,896</u></u>



Building Maintenance Fund Expenses by Category

Personnel	\$289,600
Supplies	31,710
Maintenance	69,610
Services	13,690
Transfers	<u>14,280</u>
Total	<u><u>\$418,890</u></u>



■ Personnel ■ Supplies ■ Maintenance
■ Services ■ Transfers



Significant Changes

- Personnel costs increase by \$44,730 due to position changes and modifications to the salary allocation schedule
- HVAC expenses decrease by \$66,380 after replacing several units in FY 2021



Hotel / Motel Fund

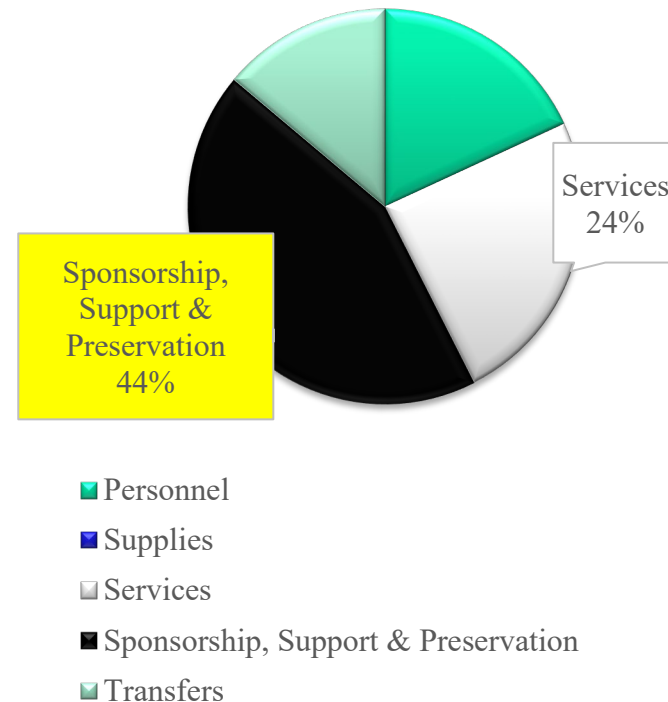
FY22 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2021	\$ 386,772
Increases/(Decreases) to Fund Balance:	
FY22 Revenue	183,100
FY22 Expenditures	<u>(180,070)</u>
Net Increase/(Decrease) to Fund Balance	<u>3,030</u>
Spendable Fund Balance, Sept 30, 2022	<u><u>\$ 389,802</u></u>



Hotel / Motel Fund Expenditures by Category

Personnel	\$ 32,530
Supplies	100
Services	43,940
SSP	78,500
Transfers	<u>25,000</u>
Total	<u><u>\$180,070</u></u>





Significant Changes

- Tax revenue reaches pre-COVID levels at \$181,580
- Marketing expenditures increase by \$16,700 to purchase signage and advertising
- Tourism sponsorship grows by \$12,500 to \$62,500
- Visitor Center support remains at \$12,500
- Hotel/Motel funding for historical preservation efforts (Standpipe) deferred until FY23



In Summary

- A growing property tax base provides sufficient resources to sustain current service levels
- Sales tax revenue continues to rise
- General Fund budget includes
 - Public safety operational enhancements
 - Merit adjustments up to 3% for employees
 - Annual street maintenance funding of \$500,000
 - Contributions to other agencies totaling \$140,650, including \$25,000 to Belton Area Citizens for Seniors and \$30,000 to Hill Country Transit District



In Summary

- Debt service remains stable at \$1.8 million
- The internal service funds provide services for FY 2022 with limited cost increases
- Hotel/Motel Fund revenue has reached pre-pandemic levels



Upcoming Budget Related Items

- Water/Sewer Fund
- Drainage Fund
- BEDC
- TIRZ Fund
- Five-Year Capital Improvements Program
- Strategic Plan
- Budget Calendar



Questions/Comments?