



# City of Belton, Texas

City Council Meeting Agenda  
Tuesday, February 8, 2022 - 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 Dan Kirkley.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Director of Planning Bob van Til.

*"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.***

3. Recognize Joe Wells, former owner of the Depot and Furniture Barn, for 40 years of business in Downtown Belton.

## **Consent Agenda**

Items 4-13 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Consider minutes of January 25, 2022, City Council Meeting.
5. Consider adopting a resolution: (1) ordering the May 7, 2022, General Election for Councilmember Places 5, 6 and 7; and (2) authorizing a contract with the Bell County Elections Administrator to provide election services for the May 7, 2022, General Election.
6. Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.
7. Consider a resolution authorizing the submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division, for a First Responder Mental Health Program grant.
8. Authorize the City Manager to execute a contract with FleetCor Technologies Operating Company, LLC, through the Region 4 Education Service Center/OMNIA Partners, an intergovernmental purchasing cooperative, for the purchase of fuel for City vehicles.
9. Consider authorizing the City Manager to execute an amended Amendment #4 to the 2018 Water and Wastewater Improvements Professional Services Agreement with Kasberg, Patrick and Associates for bidding services related to the Avenue S Waterline project.
10. Consider a resolution supporting Texas Housing Developers, LLC's tax credit application to the Texas Department of Housing and Community Affairs (TDHCA) for a rehabilitation project of a 32-unit development for elderly persons at 300-362 W. Avenue A.
11. Consider approval of the FY2021 Annual Report for Belton's Tax Increment Reinvestment Zone.
12. Consider authorizing the City Manager to execute a contract for the purchase of an approximately 1.2-acre tract from Clearwater Underground Water Conservation District located on Kennedy Court, north of Powell Avenue and west of Loop 121.
13. Consider authorizing the repair of Belton Fire Department's Quint 2.

#### **Regular Agenda**

14. Hold a public hearing and consider an ordinance annexing the following tracts:
  - A. One tract of land consisting of 2.88 acres situated in the F. Madregal Survey, Abstract 554, Bell County, Texas, Property ID 472920, located on the east side of Toll Bridge Road, between Shanklin and Elmer King (Alford).



- B. One tract of land consisting of 7.28 acres situated in the F. Madregal Survey, Abstract 554, Bell County, Texas, Property ID 105615, located on the east side of Toll Bridge Road, between Shanklin and Elmer King (Sheppard).

15. Presentation of the Police Department's Annual Report including the Annual Racial Profiling Report.

16. Receive a report on the 2022 Compensation Study and consider its implementation.

### **Work Session**

17. Discuss possible uses for Federal funds provided by the American Rescue Plan Act of 2021.

### **Executive Session**

18. 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 551.072, Deliberation Regarding Real Property.

*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  
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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 Dan Kirkley.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Director of Planning Bob van Til.

*"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.***

3. Recognize Joe Wells, former owner of the Depot and Furniture Barn, for 40 years of business in Downtown Belton.

## **Consent Agenda**

Items 4-13 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be

removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. **Consider minutes of January 25, 2022, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

5. **Consider adopting a resolution: (1) ordering the May 7, 2022, General Election for Councilmember Places 5, 6 and 7; and (2) authorizing a contract with the Bell County Elections Administrator to provide election services for the May 7, 2022, General Election.**

See Staff Report from City Clerk Amy Casey. Recommend approval of the proposed resolution ordering the May 1, 2021, General Election and authorizing the contract with Bell County to conduct the election on our behalf.

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

See Staff Report from City Clerk Amy Casey. Recommend approval of the resolution nominating Interim Assistant Director of Public Works Scott Hodde for election to the Central Texas Water Supply Corporation's Board of Directors.

7. **Consider a resolution authorizing the submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division, for a First Responder Mental Health Program grant.**

See Staff Report from Fire Chief Jon Fontenot and Grants and Special Projects Coordinator Jo-Ell Guzman. Recommend adoption of the resolution.

8. **Authorize the City Manager to execute a contract with FleetCor Technologies Operating Company, LLC, through the Region 4 Education Service Center/OMNIA Partners, an intergovernmental purchasing cooperative, for the purchase of fuel for City vehicles.**

See Staff Report from Director of Finance Mike Rodgers. Recommend approval of the contract with FleetCor Technologies.

9. **Consider authorizing the City Manager to execute an amended Amendment #4 to the 2018 Water and Wastewater Improvements Professional Services Agreement with Kasberg, Patrick and Associates for bidding services related to the Avenue S Waterline project.**

See Staff Report from Director of Public Works Matt Bates. Recommend approval of the amended Contract Amendment #4 with KPA Engineers as presented.

10. **Consider a resolution supporting Texas Housing Developers, LLC's tax credit application to the Texas Department of Housing and Community Affairs (TDHCA) for a rehabilitation project of a 32-unit development for elderly persons at 300-362 W. Avenue A.**

See Staff Report from City Manager Sam Listi. Recommend adoption of the resolution of support for this tax credit project.

11. **Consider approval of the FY2021 Annual Report for Belton's Tax Increment Reinvestment Zone.**

See Staff Report from Director of Finance Mike Rodgers. Recommend approval of the TIRZ FY2021 Annual Report.

12. **Consider authorizing the City Manager to execute a contract for the purchase of an approximately 1.2-acre tract from Clearwater Underground Water Conservation District located on Kennedy Court, north of Powell Avenue and west of Loop 121.**

See Staff Report from City Manager Sam Listi. Recommend approval of the contract with Clearwater Underground Water Conservation District for the purchase of property in substantially the form presented.

13. **Consider authorizing the repair of Belton Fire Department's Quint 2.**

See Staff Report from Fire Chief Jon Fontenot. Recommend authorizing the emergency repair of Quint 2.

### **Regular Agenda**

14. **Hold a public hearing and consider an ordinance annexing the following tracts:**

- A. **One tract of land consisting of 2.88 acres situated in the F. Madregal Survey, Abstract 554, Bell County, Texas, Property ID 472920, located on the east side of Toll Bridge Road, between Shanklin and Elmer King (Alford).**
- B. **One tract of land consisting of 7.28 acres situated in the F. Madregal Survey, Abstract 554, Bell County, Texas, Property ID 105615, located on the east side of Toll Bridge Road, between Shanklin and Elmer King (Sheppard).**

See Staff Report from Director of Planning Bob van Til. Recommend holding the public hearing and adopting the ordinance as presented.

**15. Presentation of the Police Department's Annual Report including the Annual Racial Profiling Report.**

In compliance with State law, Assistant City Manager/Chief of Police Gene Ellis will present the Annual Police Report for 2021. A copy is included in the packet.

**16. Receive a report on the 2022 Compensation Study and consider its implementation.**

See Staff Report from Director of Finance Mike Rodgers and Director of Human Resources Charlotte Walker. Recommend implementation of the Compensation Study results as presented.

**Work Session**

**17. Conduct a work session and discuss possible uses for Federal funds provided by the American Rescue Plan Act of 2021.**

See Staff Report from Director of Finance Mike Rodgers. Asking for Council input on possible uses for these Federal funds.

**Executive Session**

**18. 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 551.072, Deliberation Regarding Real Property.**

*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  
January 25, 2022 – 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 (Zoom) and Councilmembers Craig Pearson, Dan Kirkley and John R. Holmes, Sr. Councilmembers Guy O'Banion and Daniel Bucher were absent. Staff present included Sam Listi, John Messer, Amy Casey, Gene Ellis (Zoom), Mike Rodgers, Jon Fontenot, Tina Moore, Chris Brown, Charlotte Walker (Zoom), Matt Bates, Bob van Til, Tina Moore, Paul Romer, James Grant, Larry Berg, Cynthia Hernandez and Jo-Ell Guzman.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember John R. Holmes, Sr., and the pledge to the Texas Flag was led by City Clerk Amy Casey. The Invocation was given by Councilmember Dan Kirkley.

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

2. **Public Comments.** *(Audio 1:41)*

There were none.

3. **Recognize the Finance Department for receipt of the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2020.** *(Audio 1:53)*

Director of Finance Mike Rodgers received this recognition on behalf of the Finance Department. This is the City's 35<sup>th</sup> consecutive year to receive this award.

**Consent Agenda**

Items 4-11 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 3:53)*

4. **Consider minutes of January 11, 2022, City Council Meeting.**

5. **Consider a revised employment agreement for the City Manager.**

6. **Consider a resolution declaring that the updated January 1, 2022, population of the City of Belton is 24,553.**

7. **Consider awarding a Façade Improvement Grant to Dominica Garza for exterior improvement to 122 N. Pearl Street.**

8. **Consider authorizing a license agreement with MK&T Depot Holdings, LLC to allow for parking, landscaping, and a 1.1' existing building encroachment in the right-of-way of North 1st Avenue, for the property located at 201 N. East Street, at the northeast corner of North East Street and North 1st Avenue.**

9. Consider an ordinance abandoning a 5' utility easement in the R.K. Utley Addition, Block A, Lots 2-4.
10. Consider a resolution authorizing the submission of grant applications to the Office of the Governor, Criminal Justice Division, for the following:
  - A. License Plate Reader Trailer and Thermal Imagers
  - B. Rifle Resistant Body Armor
  - C. General Victim Assistance Grant, Victims of Crime Act
11. Consider authorizing the following purchases of vehicles and heavy equipment as provided for in the Capital Equipment Replacement Fund:
  - A. Ford F-150 Truck for the Public Works Fleet Department
  - B. Ford Ranger Truck for the Public Works Water & Sewer Department (Meter Readers)
  - C. Brush Truck for the Public Works Solid Waste (Brush) Department

Upon a motion by Councilmember Holmes, and a second by Councilmember Pearson, the Consent Agenda, including the following captioned resolutions and ordinance, was unanimously approved upon a vote of 5-0.

**RESOLUTION NO. 2022-02-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, FINDING THAT THERE ARE 24,553 RESIDENTS WITHIN THE CORPORATE LIMITS OF THE CITY OF BELTON AND PROVIDING AN OPEN MEETING CLAUSE.**

**ORDINANCE NO. 2022-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, PROVIDING THAT A 5' WIDE UTILITY EASEMENT IN THE R.K. UTLEY ADDITION, BLOCK A, LOTS 2-4, BE CLOSED, ABANDONED AND VACATED.**

**RESOLUTION NO. 2022-03-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE SUBMITTAL OF THREE GRANT APPLICATIONS TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION AND DESIGNATING AN AUTHORIZED OFFICIAL.**

**Planning and Zoning**

12. Hold a public hearing and consider a zoning change from Commercial Highway to Commercial Highway with a Specific Use Permit for the Placement of an Electronic Changeable Sign on approximately 8 acres located at 500 N. I-35 Service Road, on

**the east side of I-35, south of Nolan Creek (Crossroads Church property).** (Audio 6:47)

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Pastor Matt Thrasher was available to answer questions from the Council.

Councilmember Kirkley requested a workshop be held soon to create a policy for digital signs. City Manager Listi indicated he would work with Director of Planning Bob van Til and the Planning and Zoning Commission to develop recommendations for a Zone Code amendment based on the direction provided by Council.

Upon a motion by Councilmember Kirkley, a second by Councilmember Pearson, and upon a vote of 2-3, the property was **NOT** rezoned to Commercial Highway District with a Specific Use Permit for the Placement of an Electronic Changeable Sign. (Councilmembers Kirkley and Pearson voted “aye,” and Mayor Carpenter, Mayor Pro Tem Leigh and Councilmember Holmes voted “no.”)

13. **Hold a public hearing and consider a zoning change from Agricultural to Commercial-2 District on approximately 2.12-acre property located at 3150 Simmons Road, south of Interstate 14 and west of Simmons Road.** (Audio 28:57)

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion by Councilmember Holmes, a second by Councilmember Pearson, and upon a unanimous vote of 5-0, the property was rezoned to Commercial-2 District with the following conditions:

- The use of this property shall conform to the Commercial-2 District in all respects.
- The development of each property shall conform to all applicable Type Area 4 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards
  - b. Landscape Design Standards
  - c. Tree Protection, Preservation and Mitigation Standards.

#### **ORDINANCE NO. 2022-09**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO COMMERCIAL-2 DISTRICT ON APPROXIMATELY 2.12-ACRE PROPERTY LOCATED**



**AT 3150 SIMMONS ROAD, SOUTH OF INTERSTATE 14 AND WEST OF SIMMONS ROAD.**

14. **Hold a public hearing and consider a zoning change from Light Industrial to Commercial Highway on approximately 8.984-acre property at located 3360 S. IH 35, east of Interstate 35 and south of Grove Road. (Audio 32:46)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion by Councilmember Pearson, a second by Mayor Pro Tem Leigh, and upon a unanimous vote of 5-0, the property was rezoned to Commercial Highway District with the following conditions:

- The use of this property shall conform to the Commercial Highway District in all respects.
- The development of each property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards
  - b. Landscape Design Standards
  - c. Tree Protection, Preservation and Mitigation Standards.
- A subdivision plat is required.

**ORDINANCE NO. 2022-10**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM LIGHT INDUSTRIAL TO COMMERCIAL HIGHWAY ON APPROXIMATELY 8.984-ACRE PROPERTY AT LOCATED 3360 S. INTERSTATE 35.**

15. **Hold a public hearing and consider a zoning change from Neighborhood Service to Redevelopment District on approximately 1.55-acre property located at 1001 W. Avenue D, located east of North Loop 121 and north of West Avenue D. (Audio 36:12)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion by Councilmember Holmes, a second by Councilmember Pearson, and upon a unanimous vote of 5-0, the property was rezoned to Redevelopment District with the following conditions:

- The use of this property shall conform to the Redevelopment Zoning District in all respects.
- The development of each property shall conform to all applicable Type Area 8 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards
  - b. Landscape Design Standards
  - c. Tree Protection, Preservation and Mitigation Standards.

**ORDINANCE NO. 2022-11**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM NEIGHBORHOOD SERVICE TO REDEVELOPMENT DISTRICT ON APPROXIMATELY 1.55 ACRE PROPERTY LOCATED AT 1001 W. AVENUE D, LOCATED EAST OF NORTH LOOP 121 AND NORTH OF WEST AVENUE D, DESCRIBED AS HIGHLANDS ON AVENUE D, AMENDING PLAT, BLOCK 1, LOT 1.**

16. Hold a public hearing and consider a zoning change from Agricultural to Commercial Highway on approximately 9.78-acre property located at 1901 S. IH 35, generally located west of Interstate 35 and south of Interstate 14. (Audio 40:03)

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

The applicant's representative, Christiana Beck, was available to answer questions from the Council.

Upon a motion by Mayor Pro Tem Leigh, a second by Councilmember Pearson, and upon a unanimous vote of 5-0, the property was rezoned to Commercial Highway District with the following conditions:

- The use of this property shall conform to the Commercial Highway District in all respects.
- The development of each property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards
  - b. Landscape Design Standards
  - c. Tree Protection, Preservation and Mitigation Standards.
- A subdivision plat is required.

**ORDINANCE NO. 2022-12**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO COMMERCIAL HIGHWAY ON APPROXIMATELY 9.78-ACRE PROPERTY LOCATED AT 1901 S. INTERSTATE 35 SERVICE ROAD.**

17. **Consider a final plat of Southwood Hills Phase III comprising 15.743 acres, located on the west side of Connell Street, south of Laila Lane and north of Huey Drive.** (Audio 45:09)

Planner Tina Moore presented this item.

Upon a motion by Councilmember Holmes, and a second by Councilmember Kirkley, the final plat for Southwood Hills Phase III was unanimously approved upon a vote of 5-0.

**Miscellaneous**

18. **Hold a public hearing and consider an ordinance reaffirming the City's Tax Abatement Guidelines and Criteria.** (Audio 51:53)

Director of Finance Mike Rodgers presented this item.

Public Hearing: No one spoke for or against.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember Pearson, the following captioned ordinance was unanimously approved upon a vote of 5-0.

**ORDINANCE NO. 2022-13**

**AN ORDINANCE OF THE CITY OF BELTON, TEXAS, READOPTING THE TAX ABATEMENT POLICY FOR THE CITY OF BELTON; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

19. **Hold a public hearing regarding an amendment to an existing Tax Abatement Agreement and a new Tax Abatement Agreement with USA Capitol within Tax Abatement Zone #13, in the South Loop Industrial Park, located south of E. Loop 121 and east of IH-35, along Groves Road.** (Audio 53:10)

City Manager Sam Listi presented this item.

Public Hearing: Cynthia Hernandez, Executive Director of the Belton Economic Development Corporation spoke in favor of amending the current agreement and granting a new abatement for the proposed additional warehouse.

Upon a motion for approval by Mayor Pro Tem Leigh, and a second by Councilmember Holmes, the agreement with CSC Group/USA Capitol for Building A was hereby amended and the agreement with USA Capitol for Building B was hereby approved upon a unanimous vote of 5-0.

20. **Consider authorizing the purchase of a Pumper Truck and associated equipment as provided for in the Capital Equipment Replacement Fund.** (Audio 1:02:59)

Fire Chief Jon Fontenot presented this item.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember Kirkley, the purchase of the Fire Pumper Truck was unanimously approved upon a vote of 5-0. Council asked Staff to determine how best to honor Zora Lee Greathouse whose generous donation, in part, made this purchase possible.

21. **Consider authorizing the City Manager to execute a professional services agreement with Kasberg, Patrick and Associates Engineers to prepare a Water and Wastewater Master Plan Update.** (Audio 1:16:23)

Interim Director of Public Works Matt Bates presented this item.

Upon a motion for approval by Councilmember Pearson, and a second by Mayor Pro Tem Leigh, the agreement with KPA Engineers for preparation of Water and Wastewater Master Plans was unanimously approved upon a vote of 5-0.

**Executive Session**

At 6:55 p.m., the Mayor announced the Council would go into Executive Session for the following item:

22. 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 551.072, Deliberation Regarding Real Property.

The Mayor reopened the meeting at 7:39 p.m., and there being no further business, the meeting was adjourned.

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Wayne Carpenter, Mayor

ATTEST:

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Amy M. Casey, City Clerk

# Staff Report – City Council Agenda Item



## **Agenda Item #5**

Consider adopting a resolution: (1) ordering the May 7, 2022, General Election for Councilmember Places 5, 6 and 7; and (2) authorizing a contract with the Bell County Elections Administrator to provide election services for the May 7, 2022 General Election.

## **Originating Department**

Administration – Amy M. Casey, City Clerk

## **Summary Information**

The proposed resolution calls the City's General Election for Saturday, May 7, 2022, for the election of Councilmember Places 5, 6 and 7 for 3-year terms. The resolution also sets forth various other requirements in accordance with State law and the City Charter. If the candidate for an office that is to appear on the ballot for the General Election to be held on May 7, 2022, is unopposed as of February 22, 2022, the City Council may declare the unopposed candidate elected and cancel the May 7, 2022, General Election.

The proposed resolution also authorizes Bell County to provide election services and set forth pricing for the May 7, 2022, General Election. The City has the right to terminate the contract by written notice to the County Elections Administrator, and in that event, the City shall only be liable for expenses and fees allowable under subparagraph (d) and incurred prior to the County Elections Administrator's receipt of such notice of termination.

## **Fiscal Impact**

The total cost of the election is unknown at this time. There is \$8,000 budgeted in the City Council budget to cover these costs.

## **Recommendation**

Recommend adoption of the resolution ordering the May 7, 2022 General Election and authorizing the contract with the Bell County Elections Administrator.

## **Attachments**

Proposed Resolution  
Election Order  
Contract with Bell County Elections  
Election Pricing

## RESOLUTION NO. 2022-04-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, (1) ORDERING THE MAY 7, 2022 GENERAL ELECTION FOR COUNCILMEMBER PLACES 5, 6 AND 7; AND (2) AUTHORIZING A CONTRACT WITH THE BELL COUNTY ELECTIONS ADMINISTRATOR TO PROVIDE ELECTION SERVICES FOR THE MAY 7, 2022 GENERAL ELECTION; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

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**Whereas**, this resolution calls the City's General Election for Saturday, May 7, 2022 for the election of Councilmember Places 5, 6 and 7 for 3-year terms - the resolution also sets forth various other requirements in accordance with State law and the City Charter;

**Whereas**, if the candidate for an office that is to appear on the ballot for the General Election to be held on May 7, 2022, is unopposed as of February 22, 2022, the City Council may declare the unopposed candidate elected and cancel the May 7, 2022 General Election for that office;

**Whereas**, this resolution authorizes Bell County to provide election services and set forth pricing for the May 7, 2022 General Election - the Political Subdivision shall have the right to terminate this contract by written notice to the Contracting Officer, and in that event the Political Subdivision shall only be liable for expenses and fees allowable under the agreement and incurred prior to the Contracting Officer's receipt of such notice of termination;

**Whereas**, funding in the amount of \$8,000 is available in the City Council's budget for the 2022 General Election; and

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

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

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

**Part 2:** The City Council (1) orders the May 7, 2022 General Election for Councilmember Places 5, 6 and 7, and (2) authorizes a contract with the Bell County Elections Administrator to provide election services for the May 7, 2022 General Election.

**Part 3:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED THIS THE 8TH DAY OF FEBRUARY, 2022.**

\_\_\_\_\_  
Wayne Carpenter, Mayor

ATTEST:

\_\_\_\_\_  
Amy M. Casey, City Clerk

## **ORDER OF GENERAL ELECTION FOR CITY OF BELTON**

An election is hereby ordered to be held on May 7, 2022, for the purpose of voting on: Councilmember Places 5, 6 and 7.

Early voting by personal appearance will be conducted each weekday at:

- Belton – Bell County Courthouse Annex, 550 East 2nd Ave (Main Early Voting Location)
- Killeen – Bell County Annex, 304 Priest Drive
- Killeen – Jackson Professional Learning Center, 902 Rev R A Abercrombie Dr
- Killeen – Killeen Senior Center @ Lions Club Park, 1700 E. Stan Schlueter Loop
- Temple – Temple ISD Administration Building, 401 Santa Fe Way
- Salado – Salado Church of Christ, 217 North Stagecoach
- Harker Heights – Parks & Recreation Center, 307 Millers Crossing

between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 25, 2022 through April 29, 2022 and between the hours of 7:00 a.m. and 7:00 p.m. beginning on May 2, 2022 through May 3, 2022.

Applications for ballot by mail shall be mailed to:

Bell County Elections Department  
P O Box 1629  
Belton, Texas 76513  
(254) 933-5874  
[elections@bellcounty.texas.gov](mailto:elections@bellcounty.texas.gov)  
[www.bellcountytexas.com/departments/elections](http://www.bellcountytexas.com/departments/elections)

Applications for ballots by mail must be received no later than the close of business on April 26, 2022. Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 26, 2022.

Issued this the 8th day of February, 2022.

## **ORDEN DE ELECCIÓN GENERAL PARA CIUDAD DE BELTON**

*Por la presente se ordena celebrar una elección el 7 de Mayo 2022 con el propósito de votar sobre: los miembro consejeros del Puestos 5, 6 y 7.*

*La votación adelantada en persona se llevará a cabo de lunes a viernes en:*

- *Belton – Bell County Courthouse Annex, 550 East 2nd Ave (sitio principal de votación adelantada)*



- Killeen – Bell County Annex, 304 Priest Drive
- Killeen – Jackson Professional Learning Center, 902 Rev R A Abercrombie Dr
- Killeen – Killeen Senior Center @ Lions Club Park, 1700 E. Stan Schlueter Loop
- Temple – Temple ISD Administration Building, 401 Santa Fe Way
- Salado – Salado Church of Christ, 217 North Stagecoach
- Harker Heights – Parks & Recreation Center, 307 Millers Crossing

entre las 8:00 de la mañana y las 5:00 de la tarde empezando el Abril 25, 2022 to Abril 29, 2022 y entre las 7:00 de la mañana y las 7:00 de la tarde el Mayo 2, 2022 to Mayo 3, 2022.

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Bell County Elections Department  
P O Box 1629  
Belton, Texas 76513

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el 26 de Abril, 2022. La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 26 de Abril, 2022.

Emitida este día 8 de Febrero, 2022.

\_\_\_\_\_  
Wayne Carpenter, Mayor (Alcalde)  
Councilmember Place 6 (Firma del Concejal)

\_\_\_\_\_  
David K. Leigh, Mayor Pro Tem  
Councilmember Place 4 (Firma del Concejal)

\_\_\_\_\_  
John R. Holmes, Sr.  
Councilmember Place 1 (Firma del Concejal)

\_\_\_\_\_  
Dan Kirkley  
Councilmember Place 2 (Firma del Concejal)

\_\_\_\_\_  
Craig Pearson  
Councilmember Place 3 (Firma del Concejal)

\_\_\_\_\_  
Daniel Bucher  
Councilmember Place 5 (Firma del Concejal)

\_\_\_\_\_  
Guy O'Banion  
Councilmember Place 7 (Firma del Concejal)

**ELECTION SERVICES  
CONTRACT WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF BELL**

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

\_\_\_\_\_Amy M. Casey representing City of Belton, Texas, hereinafter referred to as

(Person representing entity)

(Entity Name)

“Political Subdivision,” and Shay Luedeke, Interim County Election Officer of Bell County, Texas hereinafter referred to as “Contracting Officer,” and by authority of Section 31.092(b), Texas Election Code, for the conduct and supervision of the City of Belton, Texas election to be held on

(Entity Name)

May 7, 2022. **THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out:

**DUTIES AND SERVICES OF CONTRACTING OFFICER**

The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Procure and distribute all necessary election supplies, including:
  - 1. Ballots
  - 2. Ballot boxes and voting booths
- (b) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places. Equipment includes the ES&S ExpressVote Accessible electronic ballot marker and ES&S Model DS200 Precinct scanner and Tabulator.
- (c) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment. Equipment used is ES&S Model DS850 Central Scanner and Tabulator.
- (d) Publish/Post the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (e) Perform any necessary maintenance or repair on the furnished machines and equipment.
- (f) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Political Subdivision who are responsible for holding the election.

## **GENERAL CONDITIONS**

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the Political Subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the failure to pay a claim.
- (c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Bell County, Texas.
- (d) Only actual expenses directly attributable to an election services contract may be charged, Texas Election Code Section 31.100 (b). An election services contract must include an itemized list of estimated election expenses. If the estimated expenses, not including the fee charged under Subsection (d), exceed the actual expenses, the amount of the difference shall be refunded to the contracting authority, Texas Election Code 31.100 (c). A fee charged by the officer for general supervision of the election may not exceed 10 percent of the total amount of the contract, but may not be less than \$75, Texas Election Code Section 31.100 (d).
- (e) The Political Subdivision shall have the right to terminate this contract by written notice to the Contracting Officer, and in that event the Political Subdivision shall only be liable for expenses and fees allowable under subparagraph (d) and incurred prior to the Contracting Officer's receipt of such notice of termination.
- (f) The Contracting Officer may enter into a separate elections services contract with another political subdivision for an election conducted on the same day, provided that no such contract will materially interfere with the performance of the Contracting Officer's obligations hereunder.
- (g) This contract constitutes the entire agreement of the parties concerning election services for the election described above, and there are no oral representations, warranties, agreements or promises pertaining to such services not incorporated in writing in this contract. This contract may be amended only by an instrument in writing signed by the parties. Neither party may assign this contract or its rights or duties hereunder without the written consent of the other, and any attempted or purported assignment in the absence of such consent shall be void. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions with remain in effect without the unenforceable parts.

**WITNESS** the following signatures and seal:

\_\_\_\_\_  
(Entity Name)

By: \_\_\_\_\_  
(Name of person representing political subdivision)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Shay Luedeke, Interim Bell County Elections Administrator

\_\_\_\_\_  
Date

# CITY AND SCHOOL FEE SCHEDULE MAY ELECTIONS

Description	FEE
<b>ELECTION PROGRAMMING</b>	
Contests/Issues @ \$20.15 each	\$20.15
Candidate/Responses @ \$11.15 each	\$11.15
ExpressVote ENG Candidates / Yes-No @ \$10.75 each	\$10.75
ExpressVote ENG Contest/Issues @ \$18.45 each	\$18.45
ExpressVote ENG Props/Amends @ \$22.80 each	\$22.80
ExpressVote ENG Ballot Faces @ \$17.15 each	\$17.15
ExpressVote SPA Candidates / Yes-No @ \$10.75 each	\$10.75
ExpressVote SPA Contest/Issues @ \$18.45 each	\$18.45
ExpressVote SPA Props/Amends @ \$22.80 each	\$22.80
ExpressVote SPA Ballot Faces @ \$17.15 each	\$17.15



# Staff Report – City Council Agenda Item

## **Agenda Item #6**

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

### **Originating Department**

Administration – Amy M. Casey, City Clerk

### **Background**

Scott Hodde, Assistant Director of Public Works, is currently serving as the City's representative on the Central Texas Water Supply Corporation Board of Directors. The Director of Public Works is recommending Mr. Hodde continue in this role representing the City on this board.

**Fiscal Impact:** None

**Recommendation:** Recommend approval of the appointment.

### **Attachments**

Resolution

Timeline

Conflict of Interest Statement

**RESOLUTION 2022-05-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS,  
NOMINATING A CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF  
THE CENTRAL TEXAS WATER SUPPLY CORPORATION.**

**WHEREAS**, the City of Belton is a Regular Member of the Central Texas Water Supply Corporation as a direct result of entering into a water sales and purchase contract with the Central Texas Water Supply Corporation; and

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

**WHEREAS**, the City of Belton has determined that it would be in its best interest to have such a voting member on the Central Texas Water Supply Corporation Board of Directors and does desire to have such a Board Member elected at the April 26, 2022, meeting by the members of Central Texas Water Supply Corporation.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS**, that Scott Hodde be and is hereby nominated for election to the Board of Directors of Central Texas Water Supply Corporation at the April 26, 2022, meeting of the members of Central Texas Water Supply Corporation.

**PASSED AND APPROVED ON THIS THE 8<sup>th</sup> DAY OF FEBRUARY, 2022.**

\_\_\_\_\_  
Wayne Carpenter, Mayor

**ATTEST:**

\_\_\_\_\_  
Amy M. Casey, City Clerk

# **CENTRAL TEXAS WATER SUPPLY CORPORATION**

## **CONFLICT-OF-INTEREST POLICY**

**March 20, 2018**

### **PART 1. CONFLICT OF INTEREST DEFINED:**

1. Members of the CTWSC Board of Directors shall be elected by a member entity of the corporation. They shall be eligible to serve unless:
  - A. He or she is representing more than one regular member as a Director.
  - B. He or she is a developer of property within the service area of the corporation.
  - C. He or she is an employee of any developer of property within the service area of the corporation.
  - D. He or she is an employee of any director, manager, engineer, or attorney for the corporation.
  - E. He or she is serving as a consultant, engineer, attorney, manager, or in any other professional capacity for the corporation or for a developer of property within the service area of the corporation.
  - F. He or she is a party to a contract with the corporation, except a contract for the purchase of water/sewer services furnished by the corporation to the corporation's members generally, or
  - G. He or she is a part of a contract with any developer of property within the service area of the corporation, other than conveying real property within the service area of the corporation for the purpose of establishing a residence or establishing a commercial business within the service area of the corporation.
  - H. He or she is a member of the immediate family of any director of the corporation or of any other person serving in a managerial capacity, as attorney, accountant, or an engineer on behalf of the corporation, or if he or she serves as a director or as an officer for any bank or financial institution retained as a depository for the funds of the corporation, or any bank or entity which holds any indebtedness of the corporation.



2. A Responsible Person is disqualified from employment by the corporation if he or she is a member of the immediate family of any director of the corporation or any other person employed by the corporation or managerial capacity on behalf of the corporation.
3. Any Responsible Person of the corporation shall engage in any transaction as a representative or agent of the corporation with any business entity in which they, their immediate family, or any business partners have a direct or indirect financial interest that might conflict with the proper discharge of their duties or responsibilities.
4. No Responsible Person of the corporation shall be entitled to any compensation for or in consideration of the execution of his duties as such officer or director, provided, however that the actual, reasonable expenses of any officer or director incurred on the business of the corporation may, with approval of the board of directors, be paid to them.
5. No Responsible Person of the corporation shall:
  - A. Solicit or accept or agree to accept a financial and/or material benefit, that might reasonably tend to influence his or her performance of duties for the corporation or that he or she knows or should know is offered with the intent to influence the officer's or director's performance of his or her duties.
  - B. Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties.
  - C. Accept outside employment or compensation that might reasonably be expected to create a substantial conflict between the officer's and director's private interest and duties of the corporation; or
  - D. Solicit or accept or agree a financial benefit from another person in exchange for having performed duties as an officer or director of the corporation in favor of the person.
6. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the corporation, provided, however, that the board of directors may reject any donation made upon a condition or restriction if in the discretion of the board of directors the acceptance of the donation as so conditioned or restricted will not be in the best interest of the corporation.
7. The removal of any director of the corporation because of disqualification under this policy shall not affect the validity of directors during the time of service by that director, even though the director may have been acting under the disqualification at the time of such service.
8. If at any time any officer or director is required to vote in his or her capacity as a director on an issue which may create a conflict of interest, which may be deemed a conflict of interest by the board, or which may be interpreted by the members as a conflict of interest, the officer or director shall abstain from voting, as a matter of record, on that issue.

9. The policy provisions do not apply to contract for personal or professional services or for a utility service operator.

## **PART 2. DEFINITIONS:**

1. A “Conflict of Interest” is any circumstance described in Part 1 of this Policy.
2. A “Responsible Person” is any person serving as an officer, director, employee, or member of the Board of Directors of Central Texas Water Supply Corporation.
3. A “Family Member” is a spouse, domestic partner, sibling, parent, grandparent, or grandchild or a Responsible Person. This includes stepparents, stepchildren, step-siblings, and adoptive relationships.
4. A “Material Financial Interest” in an entity is a financial interest of any kind, which, in view of all of the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person’s or Family Member’s judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
5. A “developer” is any person who is an owner, shareholder, director, officer, partner or employee of a business entity engaged in the business of selling or leasing, or offering to sell or lease, or advertising for sale or lease, any lots in a subdivision.
6. A “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by Central Texas Water Supply Corporation. The making of a gift to Central Texas Water Supply Corporation is not a Contract or Transaction.

**TIME LINE FOR EVENTS LEADING UP TO ANNUAL MEETING**  
**April 26, 2022**

**120 DAYS PRIOR**

President of the Board verifies that there are three (3) directors appointed to the standing Credentials Committee. The Secretary of the Board will be the Chairperson of the Credentials Committee.

**90 DAYS PRIOR**

January 26, 2022

Voting procedure changes, as needed are submitted by the Credentials Committee as an agenda item for the board to consider at the next Monthly Meeting.

**90 DAYS PRIOR**

January 26, 2022

Resolution forms and Conflict of Interest Policy are emailed to membership by the Corporation Office.

**30 DAYS PRIOR**

March 27, 2022

Resolution forms are due in Corporation Office by **membership**.

**15 – 25 DAY PRIOR**

April 11, 2022

Membership and Board of Directors Annual Meeting packets are mailed by the Corporation Office.

**10 – 15 DAYS PRIOR**

April 11, 2022

Credentials Committee meets to verify the Resolutions submitted by the membership.

**DAY OF ANNUAL MEETING**

April 26, 2022

30 minutes prior to the Annual Meeting, Credentials Committee meets to resolve any issues pertaining to the resolutions submitted by the membership.



# Staff Report – City Council Agenda Item

## **Agenda Item #7**

Consider a resolution authorizing the submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division, for a First Responder Mental Health Program grant.

### **Originating Department**

Fire Department – Jon Fontenot, Fire Chief and  
Administration – Jo-Ell Guzman, Grants and Special Projects Coordinator

### **Summary Information**

The purpose of this item is to consider a resolution authorizing staff to submit a grant application to the Criminal Justice Division of the Governor's Office for a Critical Incident Stress Management program. The grant will allow us to offer basic and advanced Critical Incident Stress Management (CISM) Training to Staff and volunteers for one-on-one and group emotional support.

CISM is specialized training designed to alleviate the immediate and potentially farther-reaching emotional and psychological trauma incurred by first responders, family members, and victims because of a critical incident or mass disaster. The specialized training will allow fire and police to have designated individuals attend the basic and/or advanced training to better assist its first responders. The cost for ten designated fire and police personnel to attend the basic and advanced training is \$10,000.

No match is required.

The grant application is due February 10, 2022.

### **Fiscal Impact**

None

### **Recommendation**

Staff recommends adoption of the resolution authorizing the grant application.

### **Attachments**

**Resolution**

**RESOLUTION NO. 2022-06-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION AND DESIGNATING AN AUTHORIZED OFFICIAL.**

**WHEREAS**, the City Council of the City of Belton, Texas, finds that it is in the best interest of the citizens of Belton, Texas, for the City to submit a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division for a First Responder Mental Health Program grant.

**WHEREAS**, the City Council of the City of Belton, Texas, is fully eligible to receive assistance; and

**WHEREAS**, the City Council of the City of Belton, Texas, agrees that no matching funds are required by the grant program applications; and

**WHEREAS**, the City Council of the City of Belton, Texas, agrees that in the event of loss or misuse of funds, the City will return the funds to the Office of the Governor in full; and

**WHEREAS**, the City Council of the City of Belton, Texas, hereby designates the Belton City Manager as the grantee's authorized official who is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Belton, Texas, hereby authorizes the submission of the grant application to the Office of the Governor-Criminal Justice Division as stated herein.

**PASSED** and **APPROVED** this 8<sup>th</sup> day of February, 2022.

**THE CITY OF BELTON, TEXAS**

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Wayne Carpenter, Mayor

ATTEST:

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Amy M. Casey, City Clerk



# Staff Report – City Council Agenda Item

## **Agenda Item #8**

Authorize the City Manager to execute a contract with FleetCor Technologies Operating Company, LLC, through the Region 4 Education Service Center/OMNIA Partners, an intergovernmental purchasing cooperative, for the purchase of fuel for City vehicles

## **Originating Department**

Finance – Mike Rodgers, Director of Finance

## **Summary Information**

The City of Belton purchases its fuel from FleetCor Technologies Operating Company, LLC. On November 9, 2021, FleetCor was awarded a new contract with Region 4 Education Service Center/OMNIA Partners. This contract became effective on January 1 and will expire on December 31, 2024. It may be renewed annually thereafter for two additional years. Under the new contract, the City of Belton will receive a variable rebate from retail-based prices depending upon the amount of fuel that is purchased. The anticipated rebate based upon current purchases is \$0.03 per gallon for gasoline and \$0.06 per gallon for diesel.

Staff continues to be pleased with the services provided by FleetCor Technologies and its Fuelman program. Staff recommends approval of the contract.

## **Fiscal Impact**

No significant change in fuel expenditures are expected.

## **Recommendation**

Staff recommends authorization of the City Manager to execute a contract with FleetCor Technologies Operating Company, LLC, through the Region 4 Education Service Center/OMNIA Partners, an intergovernmental purchasing cooperative, for the purchase of fuel for City vehicles.

## **Attachments**

Co-Operative “Piggy-Back” Agreement

**CO-OPERATIVE "PIGGY-BACK" AGREEMENT**  
**Fuel Card Services and Related Products**

This Co-Operative "Piggy-Back" Agreement for Fuel Card Services and Related Products (the "Agreement") is made by and between **FleetCor Technologies Operating Company, LLC** (herein "**FleetCor**"), with headquarters located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305 and **the City of Belton, Texas** (herein "Customer"), with primary offices located at 333 Water Street, Belton, Texas 76513. This Agreement replaces any prior agreement in place between the parties hereto as to the relationship of the parties effective February 8, 2022 (the "Effective Date").

**RECITALS**

WHEREAS, Customer is a municipal entity which has been created by the State of Texas and is a public body, subdivision of the State of Texas;

WHEREAS, Customer desires that FleetCor provide Consigned Fuel Supply Products ("Products") and perform Fuel Card Services (the "Services"), and FleetCor desires to provide such Products and perform Services as hereafter defined;

WHEREAS, as set forth herein, Customer and FleetCor have negotiated and agreed to terms regarding the above referenced Products and Services; and,

WHEREAS, this Agreement has also been established in accordance with the terms and conditions as defined under the publicly advertised RFP #21-11 for Fuel Card Services and Related Products, and awarded Contract #R211101 by and between Region 4 Education Service Center ("Region 4 ESC") and FleetCor. Furthermore, Region 4 ESC is the principal procurement agency for OMNIA Partners under Master Intergovernmental Cooperative Purchasing Agreement, which offers Contract #R211101 to Participating Public Agencies nationwide through OMNIA Partners. FleetCor's RFP Response/Proposal for Region 4 ESC RFP #21-11 submitted on August 24, 2021 (herein "RFP Response/Proposal") is a part of Contract # R211101 and together form the basis for the contract for Fuel Card Services and Related Products (herein the "Region 4 ESC/OMNIA Partners Contract #R211101") awarded to FleetCor, to the extent such terms are not specific to OMNIA Partners or Region 4 ESC and except as modified hereby.

WHEREAS, Customer has registered to participate in the cooperative purchasing program administered by OMNIA Partners by either registering on the OMNIA Partners website or by executing a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

NOW THEREFORE, for valuable consideration, FleetCor and Customer agree to the foregoing Recitals and further agree as follows:

**Article 1. Statement of Work.**

(a) FleetCor shall:

(i) Furnish all labor, materials, products and supervision to perform and complete all work as specified in this Agreement, and in strict accordance with those documents and items set forth in Article 12;

(ii) Provide Customer fuel and/or optional maintenance purchasing and fleet reporting services for the term stated herein; and,

(b) Customer shall

(i) Acquire fuel and receive reporting of fuel usage from FleetCor through the use of the Fuelman Fleet Purchasing Card (magnetic stripe fleet credit cards, with each a "Card") at card acceptance locations made available by FleetCor.

(ii) Utilize Fuelman purchase controls, reporting and the online account management system provided by FleetCor to manage its fleet of vehicles, drivers and fueling activity.

**Article 2 Contract Price.** Customer and FleetCor agree to the pricing structure as specified in Region 4 ESC/OMNIA Partners Contract #R211101 which has been further defined and included below for convenience purposes.

**Article 2.1 Retail Based Pricing and Rebates for Fuel Purchased at Off-Site/Retail locations.**

FleetCor hereby agrees to provide a Retail Based Pricing Program. Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location (credit price where applicable by merchant), plus applicable Billing Frequency and Payment Terms adder as defined in FleetCor Response to Region 4 ESC RFP # 21-11.

- No Billing Frequency/Payment Terms Adder applies for Customer's chosen Bi-Weekly Billing, Net 14 Day Terms specified in this Agreement.

Customer shall receive rebates as illustrated in the volume rebate table (tiered schedule) below. Rebates would apply to transactions at Preferred Network locations and would not apply to gallons at Extended Network (Non-Discount) locations. Rebates earned shall be applied on each billing statement/invoice.

<b>BI-WEEKLY BILLING FREQUENCY VOLUME TIERS</b>	<b>REBATE PER GALLON GASOLINE PRODUCTS</b>	<b>REBATE PER GALLON DIESEL PRODUCTS</b>
< 600	<b>\$0.010</b>	<b>\$0.020</b>
600 – 2,000	<b>\$0.020</b>	<b>\$0.040</b>
2,001 – 4,000	<b>\$0.030</b>	<b>\$0.060</b>
4,001 +	<b>\$0.040</b>	<b>\$0.080</b>

**Article 2.1.2 Extended Network Locations Excluded from Rebate and Never Below FleetCor's Cost.**

Non-Discount or Extended Network locations are defined as sites accepting the Fuelman Card that are determined by FLEETCOR to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased at these Extended Network locations are excluded from volume discounts (rebates) offered. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- Love's Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Buc-ee's locations at posted retail price.



FleetCor reserves the right to never bill Customer for any purchase at a price below FleetCor's cost to settle with the Merchant and in the event the Customer's price (including discounts if applicable and all merchant taxes) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

**Article 3. Tax Exempt Billing.** FleetCor shall provide tax exempt billing for fuel sold to Customer to the extent allowed by the Federal and State Government, rates subject to change. Customer shall provide tax exemption certificates or other related information as required from time to time by FleetCor to establish and maintain its tax exempt status. Current federal taxes that cannot be exempted include the Federal Leaking Underground Storage Tank tax (or "LUST") (\$0.001 per gallon) and the Federal Oil Spill Liability Tax (\$0.0021 per gallon). Current non-exempt State of Texas taxes include the Texas Petroleum Products Delivery Fee (\$0.00087 per gallon) and the State of Texas Gasoline and Diesel Tax (\$0.20 per gallon)

**Article 3.1 Sales Taxes on Non-fuel Items.** In order to be exempted from State or local Sales and Use Taxes on non-fuel products, Customer must request tax exempt processing of the transaction at the time and point of sale with the card accepting merchant. FleetCor is not the sales tax filer with the State of Texas for non-fuel transactions and therefore cannot file for sales tax exemption refunds on behalf of Customer on non-fuel purchases.

**Article 4. Agreement Term.** The term of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through December 31, 2024, unless otherwise terminated as set forth in Region 4 ESC/OMNIA Partners Contract # R211101. The Region 4 ESC/OMNIA Partners Contract # R211101 allows for two (2) one (1) year renewals through December 31, 2026, which if renewed, shall immediately renew this Agreement. The intent of this Agreement Term is to coincide with the term of the Region 4 ESC/OMNIA Partners Contract # R211101.

**Article 5. Billing Frequency and Payment Terms.** Customer will be billed on a **Bi-Weekly** basis (every other Monday) with payment due **Net 14 days** from invoice date. Invoices and Fleet Management Reports are generally made available electronically by Tuesday of each billing week for the preceding two weeks ended Sunday at midnight.

**Article 6. On-Site Consigned Fuel Services Not Included.** FleetCor is not proposing consigned on-site fuel services under this piggyback agreement.

**Article 7. FleetCor Terms and Conditions for Use of Cards.** Customer's use of the Fuelman Fleet Card is governed by FleetCor's General Terms and Conditions submitted under Article 7.1 in FleetCor's RFP response to Region 4 ESC RFP # 21-11, which for convenience are attached in this Agreement (herein "FleetCor Terms and Conditions") and the terms and conditions of this Agreement. In the event of inconsistencies between FleetCor Terms and Conditions and this Agreement, this Agreement shall govern.

**Article 8. Notices.** All notices under this Agreement shall be given to the applicable party at its address, facsimile number, or e-mail address set forth below or at such other address, facsimile number, or e-mail address as the party may later specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received to the other parties (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail is given; (ii) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours on any business day or on the next business day if not confirmed during normal business hours; (iii) if by hand, when delivered; (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the party; or (v) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

Customer: City of Belton Texas  
Sam A. Listi, City Manager  
333 Water Street  
Belton, Texas 76513  
Phone: 254-933-5818  
Email: [slisti@beltontexas.gov](mailto:slisti@beltontexas.gov)

Copy to: Amy Casey, City Clerk  
City of Belton  
333 Water Street  
Belton, Texas 76513

FleetCor: FleetCor Technologies Operating Company, LLC  
3280 Peachtree Road, Suite 2400  
Atlanta, Georgia 30305  
Attn: Mark Roberts  
Phone: (704) 853-2662  
Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)

Copy to: FleetCor Legal Department  
3280 Peachtree Road, Suite 2400  
Atlanta, Georgia 30305

**Article 9. Severability of Provisions.** Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

**Article 10. Entire Agreement; Previous Agreements Terminated.** Subject to Article 12 hereof, this Agreement contains the entire agreement between the parties. Any and all previous agreements between Customer and FleetCor not incorporated into this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated.

**Article 11. Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

**Article 12. Agreement Components.** The Agreement shall consist of the following component parts:

1. This instrument (Co-Operative "Piggyback" Agreement for Fuel Card Services and Consigned Fuel Supply).
2. November, 9, 2021 Notice of RFP Award Letter from Region 4 ESC (EXHIBIT "1" attached hereto).
3. Region 4 ESC/OMNIA Partners Contract #R211101 between FleetCor Technologies and Region 4 ESC for Fuel Card Services and Related Products. Copy available at OMNIA Partners website: <https://www.omniapartners.com/publicsector> or has been otherwise provided to Customer by FleetCor.
4. Response to Region 4 ESC RFP # 21-11 submitted August 24, 2021 by FleetCor except as modified by this Agreement. The Region 4 ESC/OMNIA Partners Contract #R211101 includes a complete copy of FleetCor's RFP response beginning on page 22 of the agreement.
5. FleetCor's General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card (herein "FleetCor Terms and Conditions").

This instrument, together with the other documents enumerated in this Article 12, which said documents are as fully a part of this Agreement as if hereto attached or herein repeated, form the Agreement. In the event that any provision or any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 12 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in two (2) original counterparts as of the day and year first written above.

**AGREED:**  
**FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC**

By: \_\_\_\_\_

Printed Name:     Mark Roberts \_\_\_\_\_

Title:             Director, Bids & Contracts \_\_\_\_\_

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

**AGREED:**  
**CITY OF BELTON, TEXAS**

By: \_\_\_\_\_

Printed Name:     Sam A. Listi \_\_\_\_\_

Title:             City Manager \_\_\_\_\_

Date:             February 8, 2022 \_\_\_\_\_



**FleetCor's General Terms & Conditions for Use of Fleet Cards**  
**Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC**  
**Master Agreement No. R211101 for Fleet Credit Card**

**1.1 Security, Loss, Theft, or Unauthorized Use of Card.**

**1.1.1 General Security.** Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

**1.1.2 FleetCor's Liability.** In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1.1 and in the event that the Account has been issued fewer than ten (10) Cards, FLEETCOR will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

**1.1.3 Customer's Responsibility.** It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

**1.1.4 Lost or Stolen Cards.** Customer shall report all lost or stolen Cards to FLEETCOR immediately via phone call or email to FLEETCOR's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that FLEETCOR receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

**1.1.5 Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

**1.1.6 Merchant Limitations.** The personnel (if any) at a Merchant Location are not the agents or employees of FLEETCOR and FLEETCOR shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

**1.1.7 POS Authorization Limitations.** Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

**1.1.8 Claims.** All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

**1.2 Account Administration and Card Issuance.**

**1.2.1 Credit Limit.** Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, FLEETCOR will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on FLEETCOR's evaluation of the Customer's creditworthiness. The initial



Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by FLEETCOR). FLEETCOR reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the SOLICITATION or this response to SOLICITATION.

**1.2.2 Administration of Cards.** Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1.1 for more information regarding Customer responsibilities.

**1.2.3 Account Administration (Contact Persons).** To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and FLEETCOR, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

**1.2.4 Cancellation of Cards.** If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify FLEETCOR via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that FLEETCOR receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

**1.2.5 Suspension of Cards.** FLEETCOR, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate FLEETCOR to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

**1.2.6 Suspension of Account.** FLEETCOR, reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

**1.3 Limitation of Liability.** THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**1.4 Force Majeure.** FLEETCOR shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

## **EXHIBIT 1**

**NOVEMBER 9, 2021 NOTICE OF AWARD LETTER FROM REGION 4 ESC**



November 9, 2021

Mr. Randy Morgan  
rmorgan@comdata.com  
Chief Operating Officer  
FleetCor Technologies, Inc. through its subsidiaries:  
FleetCor Technologies Operating Company, LLC and Comdata, Inc.  
3280 Peachtree Road, Suite 2400  
Atlanta, GA 30305

Re: Award of Contract #R211101

Dear Mr. Morgan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 26, 2021, we are pleased to announce that FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-11) submitted on August 24, 2021:

**Commodity/Service**

**Supplier**

Fuel Card Services and Related Products

FleetCor Technologies, Inc. through its subsidiaries:  
FleetCor Technologies Operating Company, LLC and  
Comdata, Inc.

This contract is effective January 1, 2022 and will expire on December 31, 2024. As indicated above, your contract # is R211101. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or [christine.dorantes@omniapartners.com](mailto:christine.dorantes@omniapartners.com).

Sincerely,

DocuSigned by:

*Robert Zingelmann*

30EE15BFEF1C4C6...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

# Staff Report – City Council Agenda Item



## Agenda Item #9

Consider authorizing the City Manager to execute an amended Amendment #4 to the 2018 Water and Wastewater Improvements Professional Services Agreement with Kasberg, Patrick and Associates for bidding services related to the Avenue S Waterline project.

### Originating Department

Public Works – Matt Bates, Director of Public Works

### Summary Information

This amendment will serve as a revision to Contract Amendment #4 (which was approved in May 2020) due to several projects previously being grouped together in the original scope of services submitted in 2020. Since then, the N. East Street and 5<sup>th</sup> Avenue project received CDBG funding which requires grant administration reporting, and thus will be separated into its own scope of services through a separate Contract Amendment in the future.

The remaining project included in the original amendment #4 is the Avenue S Water Improvements Project from Miller Street to Wall Street. This project will include the following work:

- Replacement of the existing 2" waterline with a new 8" waterline, approximately 670 LF.
- Installation of 1.5" service lines to residences.
- Mill and Overlay existing street - 2" HMA Type D.

Kasberg, Patrick, and Associates' proposal for bidding services includes:

- Preparing the Notice to Bidders for City Clerk to advertise the project.
- Email the Notice to Bidders to potential Bidders.
- Distribute bidding documents to potential Bidders.
- Respond to requests for information by potential Bidders via addenda to the bidding documents.
- Coordinate and conduct a non-mandatory Pre-Bid Conference with potential Bidders followed by an Addendum summarizing the Pre-Bid Conference with items discussed.
- Attend the bid opening and provide a detailed summary of bids received.
- Provide an analysis of the bids received and develop a letter of recommendation for the award of the construction contract.
- Finalize the construction documents ready for signatures, bonds, and insurance.
- Assemble all signed Bid Documents and distribute to the stake holders.



**Fiscal Impact**

Amount:     \$6,000

Budgeted:   ☒ Yes       ☐ No

Funding Source(s): Funding approved in the Capital Project Fund

**Recommendation**

Recommend Council authorize the City Manager to execute an amended Amendment #4 to the 2018 Water and Wastewater Improvements Professional Services Agreement with Kasberg, Patrick and Associates for bidding services related to the Avenue S Waterline project.

**Attachments**

KPA Proposal for Bidding Services

Map of Project Location

Original Amendment #4



**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  
800 South Austin Avenue  
Georgetown, Texas 78626  
(512) 819-9478

February 1, 2022

Mr. Matthew Bates  
Director of Public Works  
City of Belton  
P.O. Box 120  
Belton, Texas 76513

RE: City of Belton  
2018 Water & Wastewater Improvements  
Avenue S Water Improvements-Miller Street to Wall Street  
Professional Services Proposal – Revised Amendment #4  
Belton, Texas

Mr. Bates:

This letter proposal addresses your request for Kasberg, Patrick & Associates, LP (KPA) to provide Bidding Services for the Avenue S Water Improvements from Miller Street to Wall Street. The advertising will begin on February 6, 2022 and the award of the construction contract is scheduled to be on March 8, 2022.

This Proposal for Bidding Services will serve as Revised Amendment #4 to the original Professional Services Proposal/Contract signed January 23, 2018 for the City of Belton 2018 Water & Wastewater Projects.

The tasks that we will perform under this Bidding Phase are as follows:

1. Prepare the Notice to Bidders for the City Clerk to advertise the project.
2. E-mail the Notice to Bidders to potential Bidders.
3. Distribute bidding documents to potential Bidders.
4. Respond to requests for information by potential Bidders via addenda to the bidding documents.
5. Coordinate and conduct a non-mandatory Pre-bid Conference with potential Bidders followed by an Addendum summarizing the Pre-bid Conference and items discussed.
6. Attend the Bid Opening and provide a detailed bid summary of Bids received.
7. Provide an analysis of the bids received and develop a letter of recommendation for the award of the construction contract.
8. Finalize the Construction Documents ready for signatures, bonds and insurance.
9. Assemble all signed Bid Documents and distribute to the stakeholders.

Mr. Matthew Bates  
February 1, 2022  
Page Two

The above items will be completed for the Lump Sum amount of \$ 6,000.00 invoiced on a monthly basis as percentage of work completed. Work beyond this scope will take place only after authorized by the City of Belton in writing.

Sincerely,

*Wm. Mack Parker*

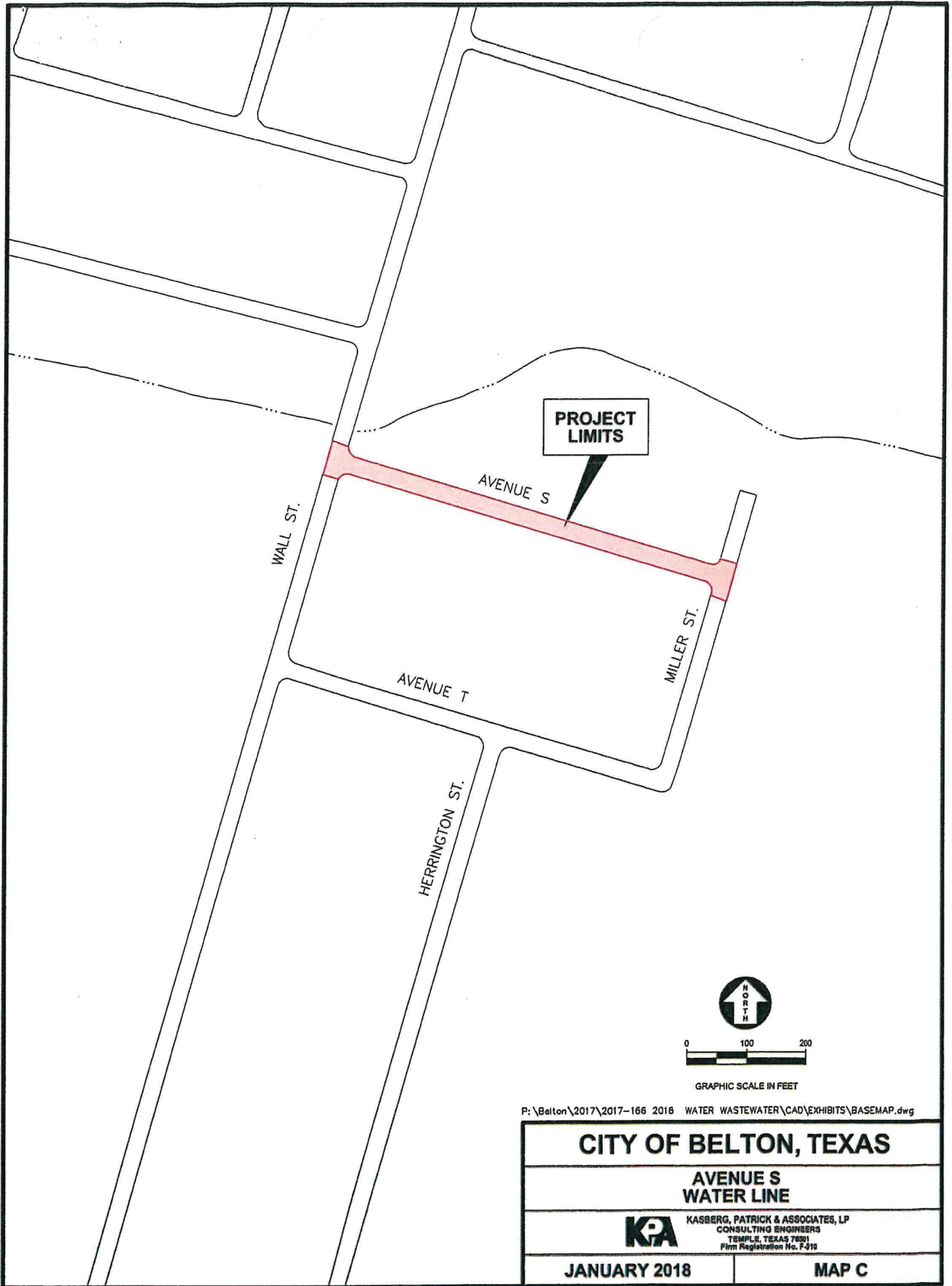
Wm. Mack Parker, P.E.  
Project Manager

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Matt Bates  
Director of Public Works

\_\_\_\_\_  
Sam A. Listi  
City Manager

\_\_\_\_\_  
Amy M. Casey  
City Clerk





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

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

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

Georgetown  
800 South Austin Avenue  
Georgetown, Texas 78626  
(512) 819-9478

May 4, 2020

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

RE: City of Belton  
2018 Water & Wastewater Improvements  
Avenue S and North East Street/5<sup>th</sup> Avenue Water Improvements  
Professional Services Agreement  
Amendment Number 4

Ms. Points:

This letter proposal addresses your request for Kasberg, Patrick & Associates, LP (RPK) to identify fees for providing Bidding Services, Construction Surveying, Contract Administration and Record Drawings preparation for the Avenue S & North East Street/5<sup>th</sup> Avenue Water Improvements in the City of Belton. The advertising, bidding time and final award of the work to a Contractor will take approximately 45 calendar days. After the award, the execution of the Contract including the provision of insurance and bonds, a pre-construction conference and issuing a Notice to Proceed will take approximately 30 calendar days.

This projected schedule will render the start of construction in the first half of August 2020.

The following is detailed information about each phase of the professional services requested:

- I. BIDDING PHASE: \$9,250.00
  - A. Consolidate the Avenue S and the North East Street/5<sup>th</sup> Avenue Projects into one Contract & Specifications Document. The construction drawings were prepared as two separate sets but can effectively be bid in that form.
  - B. Prepare the Notice to Bidders and submit the Notice to the City Clerk for advertising in the local newspaper and the City of Belton web site.
  - C. E-mail Contractors a copy of the Notice to Bidders for the project.
  - D. Distribute Bidding Documents to potential Bidders in hard copy and electronic versions while maintaining a sign-out listing of those receiving the plans and the documents.
  - E. Respond to requests for information by potential Bidders via addenda that will clarify the bidding documents prior to the Bid Date and Time.



- F. Coordinate and conduct a non-mandatory pre-bid conference (virtual conference if necessary) with potential Bidders followed by an Addendum summarizing major items discussed.
- G. Provide a Bid Summary Sheet for the bid opening.
- H. Provide an analysis of the bids received, implement Contractor research as necessary and develop a letter of recommendation for the award of the construction contract between the City of Belton and the successful bidder.
- I. Prepare the Contract Documents for execution (seven hard copies with an electronic version to Public Works), including bonds and insurance and the Notice of Award to the successful bidder.
- J. The construction time for this project is anticipated to be 140 working days (7 months).

II. CONSTRUCTION SURVEYING: \$7,600.00

- A. Provide construction off set surveying on a one-time basis for the water improvements to be constructed for the project as shown on the drawings. This includes level notes and any minor sketches for clarification as needed.
- B. Provide field surveying for as-built conditions to be used in the preparation of record drawings for the project.

III. CONTRACT ADMINISTRATION: \$39,400.00

- A. Prepare copies of the construction drawings (including addenda) and contract documents for distribution to the various parties involved for the project completion.
- B. Coordinate and prepare the agenda and conduct the pre-construction conference (virtual if necessary) prior to beginning the project.
- C. Prepare the Notice to Proceed.
- D. Prepare and/or review up to 9 Project Partial Payment Requests by the Contractor accompanied by a letter of recommendation for payment of each request.
- E. Coordinate and conduct up to three (3) construction progress meetings at agreed intervals.
- F. Prepare any change orders deemed necessary during the project as directed by Belton Public Works.
- G. Prepare cut sheets from the field surveys for distribution to the City of Belton Construction Inspector.
- H. Working through the Belton Construction Inspector, the project manager for KPA will complete site visits to check the project progress, answer questions about the construction drawings/specifications, what tasks are included in the pay quantities, check general compliance with the plans & specifications, answer citizen concerns, coordinate anticipated issues as the project progresses and provide assistance to the Belton Construction Inspector normally associated with similar projects.
- I. Participate in the Substantial and Final Completion walk throughs and develop punch lists as required.
- J. Prepare and submit a Final Release of Lien to the Contractor for signature when the project is completed and forward to Belton Public Works.

Ms. Angellia Points, P.E.  
May 4, 2020  
Page 3

- K. The OPC for these combined projects as of February 23, 2019 was \$717,959 with time passing on contingency should be added of 10% which equates to a revised OPC of \$789,755.00.

IV. RECORD DRAWINGS PREPARATION: \$8,500.00

- A. Prepare record drawings for the project based on "red line" drawings provided by the Contractor, the Construction Inspector and comments by Public Works.  
B. Provide up to two revisions for the draft of the record drawings for acceptance by Public Works.  
C. Provide dwg and pdf record drawings (electronic) to the City of Belton Public Works and hard copies as required.

V. SUMMARY OF FEES:

A. Bidding	\$ 9,250
B. Construction of Surveys	7,600
C. Contract Administration	39,800
D. Record Drawings	8,500
Total	\$ 65,150

The above referenced fees are proposed to be lump sum amounts and will be invoiced monthly based on percentage completion for the 26<sup>th</sup> day of each month through the 25<sup>th</sup> day of the next month. Work requested beyond the scope of work outlined in this proposal will take place after written authorization is received from the City of Belton and will be charged at a negotiated fee.

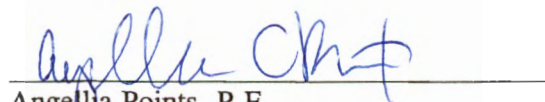
Sincerely,

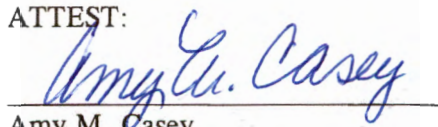


Wm. Mack Parker, P.E.  
Project Manager

cc: Rick Kasberg, KPA  
Ginger Tolbert, KPA

ACCEPTED AND APPROVED THIS 12<sup>th</sup> DAY OF May, 2020.

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

ATTEST:  
  
Amy M. Casey  
Belton City Clerk

  
Sam A. Listi  
City Manager



# Staff Report – City Council Agenda Item

## **Agenda Item #10**

Consider a resolution supporting Texas Housing Developers (THD) LLC's tax credit application to the Texas Department of Housing and Community Affairs (TDHCA) for a rehabilitation project of a 32-unit development for elderly persons at 300-362 W. Avenue A.

### **Originating Department**

Administration – Sam A. Listi, City Manager

### **Summary**

THD is submitting a pre-application for rehabilitation tax credits to the TDHCA. These existing apartments comprise a total of 32 units and are proposed for acquisition and rehabilitation by THD. The firm's experience in the Midwest and, more recently into Texas, including a project about to commence here in Belton, is documented in the application packet.

This application proposes a total of 32 units. THD proposes an investment estimated at \$50,000 per unit, totaling nearly \$1.6M, and will bring the properties to "like new" standards – including ADA compliance, energy efficient appliances, new HVAC units, all new flooring, and enhanced community facilities for residents.

All 32 units will continue to be rent and income-restricted to elderly individuals with incomes at or below 60% of the Area Median Income. The properties will remain on the property tax rolls. Income ranges for eligibility, based on household size, are attached.

The final application is due March 1, 2022.

### **Fiscal Impact**

- a) Property will remain on the tax rolls, with some increase in value anticipated due to rehabilitation.
- b) The Belton Community and its citizens will benefit from upgraded apartment units, with a continued commitment to serve elderly persons.
- c) We recommend \$500 in reduced building permit fees on the project as an indication of local support. A minimum \$250 in project support is required on the application. Building permit fees are estimated at \$6,000.

### **Recommendation**

Recommend approval of the Resolution



**Attachments**

Resolution of Support

Letter Request

Project Description

Project Location Map

Project Notice from TDHCA

Company Profile (will provide an updated Company Profile prior to meeting)

TDHCA Rules on Local Project Support and Income Ranges for Eligibility

Presentation

**RESOLUTION NO. 2022-07-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, SUPPORTING TEXAS HOUSING DEVELOPERS LLC'S TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR APARTMENT REHABILITATION FOR LOW AND MODERATE INCOME ELDERLY PERSONS; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

---

**WHEREAS**, Texas Housing Developers LLC has made a request to the City Council regarding a tax credit application to the Texas Department of Housing and Community Affairs for rehabilitation of a 32-unit apartment complex located at 300-362 W. Avenue A, currently known as Belton Development Ltd. Apartments and proposed to be named Pinewood Valley Apartments (the "Project").

**WHEREAS**, the City Council has adopted a position of support for the Project, which will provide the following in Belton:

1. Response to the need for affordable housing for low and moderate income elderly persons;
2. An investment estimated at \$50,000 per dwelling unit, with some anticipated increase to the property tax rolls; and
3. 32 completely rehabilitated dwelling units, with each resident contributing to water and sewer revenues and sales taxes in the City.
4. Promotes local economic development and stimulates business and commercial activity in Belton.

**WHEREAS**, the City Council has considered the matter, and deems it in the public interest to authorize this position of support.

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

**Part 1:** The City Council supports Texas Housing Development LLC's tax credit application to the Texas Department of Housing and Community Affairs ("TDHCA") and authorizes the City Manager to execute any documents that may be necessary for the applicant's submission to the State.

**Part 2:** The City Council hereby adopts this resolution evidencing its commitment of \$500 in reduced permit fees to the Project and in conformance with TDHCA guidelines.

**Part 3:** The City Council hereby gives its approval to the TDHCA to issue an allocation of Housing Tax Credits for the Project.

**Part 4:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** this the 8th day of February, 2022.

\_\_\_\_\_  
Wayne Carpenter, Mayor

ATTEST:

\_\_\_\_\_  
Amy M. Casey, City Clerk

## Sam Listi

---

**From:** Michael Fogel <mfogel@trinityhousingdevelopment.com>  
**Sent:** Friday, January 21, 2022 8:13 AM  
**To:** Sam Listi  
**Cc:** Amy Casey  
**Subject:** Re: Rehab Project in Belton

Sorry, this is for a different property that we would begin renovating next year. It is a 32 until Elderly development at 330 West Avenue A built in 1978. It is the same process as the three properties we presented last year, but otherwise unrelated to those projects.

Michael Fogel  
c: 713.409.0211

---

**From:** Sam Listi <SListi@BeltonTexas.Gov>  
**Sent:** Friday, January 21, 2022 8:04:29 AM  
**To:** Michael Fogel <mfogel@trinityhousingdevelopment.com>  
**Cc:** Amy Casey <ACasey@BeltonTexas.Gov>  
**Subject:** RE: Rehab Project in Belton

Your request is unclear. Belton supported previous request, you say you were funded by TDHCA, so why is a new request for Council support needed?



### Sam A. Listi

*City Manager*

333 Water St.  
Belton, TX 76513  
T 254.933.5818  
[slisti@beltontexas.gov](mailto:slisti@beltontexas.gov)  
[www.BeltonTexas.Gov](http://www.BeltonTexas.Gov)

*Connect with City of Belton*



Please take a moment to complete the City of Belton [Customer Satisfaction Survey](#).

---

**From:** Michael Fogel <mfogel@trinityhousingdevelopment.com>  
**Sent:** Thursday, January 20, 2022 1:50 PM  
**To:** Sam Listi <SListi@BeltonTexas.Gov>; Amy Casey <ACasey@BeltonTexas.Gov>; Bob Van Til <BVanTil@BeltonTexas.Gov>; Tina Moore <TMoore@BeltonTexas.Gov>  
**Subject:** RE: Rehab Project in Belton

Hi Sam,

Thanks for the quick response! Please find a project summary attached with additional information. We are requesting consideration for the February 14 Council meeting.

Sincerely,

Michael Fogel | Vice President



809 S Lamar Blvd – Suite A  
Austin, TX 78704  
c: 713.409.0211

---

**From:** Sam Listi <[SListi@BeltonTexas.Gov](mailto:SListi@BeltonTexas.Gov)>

**Sent:** Wednesday, January 19, 2022 12:59 PM

**To:** [jgarcia@hamiltoncorporation.com](mailto:jgarcia@hamiltoncorporation.com)

**Cc:** Amy Casey <[ACasey@BeltonTexas.Gov](mailto:ACasey@BeltonTexas.Gov)>; Bob Van Til <[BVanTil@BeltonTexas.Gov](mailto:BVanTil@BeltonTexas.Gov)>; Tina Moore <[TMoore@BeltonTexas.Gov](mailto:TMoore@BeltonTexas.Gov)>

**Subject:** Fwd: Rehab Project in Belton

Congratulations! Ready to meet to discuss as needed.

Sent from my iPhone

Begin forwarded message:

**From:** Josefina Garcia <[jgarcia@hamiltoncorporation.com](mailto:jgarcia@hamiltoncorporation.com)>

**Date:** January 19, 2022 at 11:27:13 AM CST

**To:** Sam Listi <[SListi@beltontexas.gov](mailto:SListi@beltontexas.gov)>

**Cc:** Michael Fogel <[mfogel@trinityhousingdevelopment.com](mailto:mfogel@trinityhousingdevelopment.com)>

**Subject:** Rehab Project in Belton

Good morning, Sam.

I hope this email finds you well!

I'm reaching out to you once again with the news that our development company, *Texas Housing Developers, LLC*, will be submitting an application to TDHCA in hopes of receiving funding to acquire and rehabilitate a property in Belton, TX. Michael Fogel (copied here), Vice President of Development for one of our affiliates, will be assisting with applications this year and will be your main point of contact.

Aside from introducing you to Michael, I wanted to provide an update on the applications we submitted last years to rehabilitate *Country Square Apartments*, *Montrose Apartments*, and *Turtle Creek Apartments*. All applications were successful in receiving funding. Over the course of the year we have been working with TDHCA, Rural Development, investors and third-parties to complete all necessary requirements to get us to closing. We expect to close in March of this year and begin the rehabilitation soon after. We are very excited to have the opportunity to work with the City of Belton and hope that the residents and all impacted by the work we do are pleased with outcome.

Thanks in advance for all your support as we move forward!

**Josefina García, CMA, CPA | Senior Finance Manager**



Rural Housing Developers, LLC | Murdoch Contracting, LLC | Hamilton Asset Management, LLC

[3556 South Culpepper Circle](#)

[Springfield, MO 65804](#)

Phone: [417.882.1701](#) | Fax: [417.882.1730](#)

Email: [JGarcia@HamiltonCorporation.com](mailto:JGarcia@HamiltonCorporation.com)

Website: [www.HamiltonPropertiesCorporation.com](http://www.HamiltonPropertiesCorporation.com)

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# TEXAS HOUSING DEVELOPERS, LLC

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809 S Lamar Blvd, Suite A • Austin, TX 78704  
3556 South Culpepper Circle, Suite 4 • Springfield, MO 65804

January 20, 2022

Re: Rehabilitation of an Existing Affordable Housing Community

To all interested parties:

The purpose of this letter is to provide you with information on the proposed acquisition and substantial rehabilitation of the affordable apartment complex currently known as Belton Development, a 32-unit apartment style community located at 300 W Avenue A, Belton, TX.

*Texas Housing Developers, LLC* (THD) is an affiliate of *Rural Housing Developers*, and *Murdoch Contracting*, and is the sponsor developer behind this proposed plan. THD will be submitting an application to the Texas Department of Housing and Community Affairs (TDHCA) to obtain Affordable Housing Tax Credits to assist in the financing of this rehabilitation. Additionally, this development will be financed with the help of the USDA Rural Development 515 loan program.

*Texas Housing Developers, LLC* and its affiliates have significant experience in the development & management of Multi-Family, Affordable Housing properties. If the TDHCA tax credit funding application is successful, Belton Development will be acquired by a new entity, *Pinewood Valley Apartments, LP*. The Principal Member of this LP entity is the same Principal Member of the Owner/Developer, THD.

All 32 units will continue to be rent and income restricted units and will be targeted specifically to those individuals and households with incomes at or below 60% of the Area Median Income (AMI) with appropriate rent levels reflecting such.

THD is proposing to do a full rehabilitation of the property to bring it up to “like-new” standards. The developer will work with 3rd party architects and engineers to create an all-encompassing scope of work based on the current and future estimated capital needs for the property. The rehab will address general improvements as well as any structural and/or health and safety concerns, including bringing the property in line with all current ADA accessibility standards. This even goes so far as requiring the retrofitting of existing units, if necessary, to comply with current regulations. All new energy efficient appliances will be installed in each unit including but not limited to refrigerators, stove/ranges, microwaves, and HVAC units. Kitchens and bathrooms will be updated in all units and all flooring replaced. Additionally, new and improved shared amenities will be provided including, but not limited to a new or improved community room for social activities, a new computer workstation area with internet access and printer/scanner capabilities, as well as new outdoor covered seating & gathering areas.

We want to take a moment to reiterate the depth of the rehab work we are proposing. Our architects and general contractor are inspecting the property this week and we anticipate budgeting \$50,000 to \$55,000 per unit of hard dollar construction costs for renovations. This figure does not include any contractors fees/profit, or overhead, it is purely “sticks & bricks”. Furthermore, both TDHCA & USDA RD play a significant oversight role in the rehabilitation process, and upon completion will require the Developer to have an independent 3rd party accounting firm prepare a final Cost Certification to prove that all

# TEXAS HOUSING DEVELOPERS, LLC

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809 S Lamar Blvd, Suite A • Austin, TX 78704  
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funds were spent in accordance with the appropriate guidelines before they can receive their final compensation.

This property was built in 1978 and is in need of substantial improvements. If this were a typical market rate property, one could undertake renovations and upgrades, then charge higher rents long term to recoup those costs. As a rent-restricted community however, rental rates are legally bound to preset levels. Thus, seeking outside funding via housing tax credits is the only way for us to purchase the property from existing ownership and obtain the \$55,000 per unit needed to adequately rehabilitate it.

The only thing we are requesting from the City of Belton is a symbolic resolution of support from City Council, and a letter or resolution from the City committing \$250 (total, not per unit) to the project should it move forward. These two items are required for our tax credits application and needed prior to the March 1 deadline for that application to the TDHCA.

We are excited about this opportunity and are confident that properly rehabbing this development to like-new standards will serve to not only have a positive impact in the lives of the individuals who reside there, but in the surrounding community as well.

Please don't hesitate to reach out to me directly should you have any questions.

Sincerely,



Michael Fogel  
Texas Housing Developers, LLC  
713.409.0211 – cell  
mfogel@trinityhousingdevelopment.com



# TEXAS HOUSING DEVELOPERS, LLC

809 S Lamar Blvd, Suite A • Austin, TX 78704  
3556 South Culpepper Circle, Suite 4 • Springfield, MO 65804

Property Address:	330 W Avenue A, Belton, TX 76513
Number of Units:	32
Year Built:	1978
CAD Property ID Number:	8996
Current Property Name:	Belton Development Ltd
New Name after Renovations:	Pinewood Valley Apartments
Requested date for City Council Agenda:	February 14





# TDHCA Tax Credit Proposal 2022







**Texas Department of Housing and Community Affairs  
Multifamily Finance Division  
Notification of Submission of Affordable Housing Applications**

January 17, 2022

The Honorable Wayne Carpenter  
Mayor of Belton  
333 Water St. P.O. Box 120  
Belton, TX 76513-0120

**Re: Notification of Affordable Rental Housing Application(s) Proposed in Your City**

Dear Mayor Carpenter:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of a preliminary application(s) for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in your community.

This notification is made in accordance with Tex. Gov't Code §2306.1114 to ensure that you are fully informed of the housing activity in your city and so that you can provide input on the proposed application(s) if you so choose. The Department greatly values your views concerning the need for affordable rental housing within your community and how the proposed development(s) may address that need. Additionally, state law provides an opportunity for the applicable local jurisdiction (the city and/or county) to affect the scoring of an application by issuing a local resolution of support or neutrality in accordance with Tex. Gov't Code §2306.6710(b)(1)(B). In order to affect the scoring of an application within its jurisdiction, the local government resolution must be submitted on or before March 1, 2022, identify the specific development, and clearly state support or no objection. Once submitted, the resolution cannot be withdrawn or amended. More information can be found at 10 TAC §11.9(d)(1) of the 2022 Qualified Allocation Plan found at <https://www.tdhca.state.tx.us/multifamily/nofas-rules.htm> and suggested language for the resolution can be found at <https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>. You may also impact scoring through a Commitment of Development Funding by Local Political Subdivision. The criteria for the Commitment is found at 10 TAC §11.9(d)(2) of the 2022 QAP.

Should the applicant(s) submit a full application to the Department on or before March 1, 2022, the Department will notify you again with more detailed information about the proposed development and provide information related to general public comment including statewide hearings. The Department's mission is to administer its assigned programs efficiently, transparently, and lawfully and to invest its resources strategically while developing high quality affordable housing which allows Texas communities to thrive. Through our multifamily programs, the Department encourages the new construction or rehabilitation of affordable multifamily housing, primarily through private developers. These developments benefit Texans in your community by providing potential employment, local tax revenue, and affordable, safe, and high quality housing for eligible households.

If you have any questions or need additional information, please contact Michael Lyttle, Director of External Affairs, at 512.475.4542 or [michael.lyttle@tdhca.state.tx.us](mailto:michael.lyttle@tdhca.state.tx.us).

Sincerely,

*Cody Campbell*

Cody Campbell  
Director of Multifamily Finance



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701  
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800  
Toll Free: 1-800-525-0657

Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us)  
Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us)

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.  
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

**Relevant Development Information as Presented by the Applicant:**

Project Number: 22313  
Development Name: Pinewood Valley Apartments  
Development Address: 330 W Avenue A  
Development City: Belton Development Zip: 76513 Region: 8  
Regional Allocation: Urban Target Population: Elderly  
Set Aside: ☐ Nonprofit ☒ USDA ☐ At-Risk  
Construction Type: Acq/Rehab  
Credit/ Funding Request: \$400,000  
Total Low Income Units: 32 Total Market Rate Units: 0 Total Units: 32

**Applicant Information:**

Owner Contact: Josefina Garcia  
Owner Address: 3556 S Culpepper Circle, 7  
Owner City: Springfield Owner State: MO Owner Zip: 65804  
Owner Phone: 417-882-1701  
Owner Email: [jgarcia@hamiltoncorporation.com](mailto:jgarcia@hamiltoncorporation.com)



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Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.  
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

## TDHCA Rules on Local Project Support





### **Local Government Support**

“A resolution from the Governing Body of that municipality expressly setting forth that the municipality supports the Application or Development.”

### **Commitment of Development Funding by Local Political Subdivision**

“The source of the funding cannot be the Applicant, Developer, or an Affiliate of the Applicant. The commitment of Development funding must be reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs. Documentation must include a letter from an official of the municipality, county, or other instrumentality with jurisdiction over the proposed Development stating they will provide a loan, grant, reduced fees or contribution of other value that **equals \$500 or more for Applications located in Urban subregions** or \$250 or more for Applications located in Rural subregions for the benefit of the Development. The letter must describe the value of the contribution, the form of the contribution, e.g. reduced fees or gap funding, and any caveats to delivering the contribution. Once a letter is submitted to the Department it may not be changed or withdrawn.”

## Income and Rent Limits – Bell County

LIHTC Income Limits for 2021 (Based on 2021 MTSP Income Limits)				
	Charts	60.00%	50.00%	30.00%
1 Person		27,180	22,650	13,590
2 Person		31,080	25,900	15,540
3 Person		34,980	29,150	17,490
4 Person		38,820	32,350	19,410

LIHTC Rent Limits for 2021 (Based on 2021 MTSP/VLI Income Limits)				
Bedrooms (People)	Charts	60.00%	50.00%	30.00%
1 Bedroom (1.5)		728	606	364
2 Bedrooms (3.0)		874	728	437



# Company Profile



Murdoch Contracting, L.L.C. and its affiliate companies have developed numerous multifamily housing communities in several Midwestern states. Early on, Murdoch Contracting focused on rural development properties' extensive repairs and maintenance. The focus has now been expanded toward housing in urban and suburban locations including new housing construction, moderate or substantial rehabilitation of existing housing, and more recently revitalization of industrial buildings and vintage school buildings into outstanding public housing resources. Throughout these projects, our affiliate companies have provided developer-designer services, funding construction, and managing the development projects. Whether new construction, or a major rehabilitation project, accurate cost projections, planning, and scheduling of work are essential to the economic success of any real estate investment project. Our experience in successfully developing across several states has honed our ability to provide this success in all our construction and rehab projects. Our specialties are the development of conventional and affordable tax credit properties in both urban and rural areas. Some of the governmental agencies with whom we have worked to create these developments are the United States Department of Agriculture, Missouri Housing Development Commission, Nebraska Investment Finance Agency, Kansas Housing Resource Corporation, Oklahoma Housing Finance Agency and Texas Department of Housing and Community Affairs.

We have constructed/rehabilitated apartment communities in Nebraska, Missouri, Oklahoma, and Texas and our extremely high standards have been recognized by Rural Development in the rehabilitation of several apartment units throughout the states we've worked in.

Some of our completed projects have included:

- Rehabilitation of the Colonial Village Apartments located in Monett, Missouri
- Rehabilitation of RoseRock Estates I & II located in Sallisaw, Oklahoma
- Subcontractor work on MacArthur Park Apartments located in Washington, Missouri
- Subcontractor work on Adams Park Apartments located in Trenton, Missouri
- Rehabilitation of Oakmont Estates I & II located in Tishomingo and Antlers, Oklahoma
- Rehabilitation of WheatRidge Apartments located Tonkawa, Newkirk and Kaw City, Oklahoma
- Rehabilitation of TRM Apartments located in Troup, Rusk and Mount Pleasant, Texas
- Rehabilitation of Cardinal Towers located in Webb City, Missouri
- Subcontractor work on Stone Meadows Apartments located in Nixa & Ozark, Missouri



# About Us

## Murdoch Contracting, LLC Company Profile

Murdoch Contracting, L.L.C. has been awarded to be the general contractor for:

- Rehabilitation of Pine Hills Estates I & II located in Devine and Pearsall, Texas. This project will consist of 68 units for elderly and disabled households. Construction is estimated to start in June 2020.
- Rehabilitation of Skiatook Village Apartments located in Skiatook, Oklahoma. This project consists of 48 units of family housing. Construction is estimated to start in the summer of 2020.

Additional note:

- Murdoch Contracting, L.L.C. received the Missouri Preservation Award for the rehabilitation of historic project, Adam's Park Apartments located in Trenton, Missouri.



Adams Park  
Trenton, Missouri



Rose Rock Estates  
Sallisaw, Oklahoma



MacArthur Park  
Washington, Missouri



Villas of Hanover  
Davis, Oklahoma

### J. Douglas Hamilton – Member

Demonstrating an ability to successfully complete multiple projects from the ground up, develop and grow relationships with subcontractors, and maintain costs, Douglas is no stranger to hard work. Douglas' successful management style and warm personality made him a natural fit to oversee all construction and continued maintenance of properties already in service for Murdoch Contracting, LLC. With over 15 years of expertise in the industry, Douglas continues to make strides in the housing industry with a strong influence in low and moderate-income housing and green construction. Due to his experience on both sides of the 'wall', he provides an important and vital perspective to the team.



In 2003 Douglas joined his father Kenneth E. Hamilton and brother J. Ryan Hamilton at Hamilton Properties Corporation (HPC), Springfield, Missouri where he serves as the Construction Supervisor. Formed in 1968, HPC was formed to develop, construct and manage over 2,500 housing units for the following state and federal agencies of government: USDA/Rural Development in Missouri, Kansas, Oklahoma, Texas, and Nebraska; Missouri Housing Development Commission, Kansas Housing Resources Corporation, Oklahoma Housing Finance Agency, Texas Department of Housing and Community Affairs and Nebraska Investment Finance Agency.

Douglas is also a Partner in Trinity Housing Development and Four Corners Development; as well as Hamilton Builders, LLC where he oversees construction.



### J. Ryan Hamilton – Member

Ryan's contributions to Murdoch Contracting, LLC come in the form of his thorough knowledge and experience with significant real estate development projects; Ryan's expertise includes leasing, financing, zoning, subdivision, land-use regulation, taxation, economic development, governmental regulation and permitting for a variety of developments. With his real estate background and strength in building long lasting business relationships, Ryan has been invaluable to the growth of all companies of which he is a part.



Ryan is also the Vice President of Hamilton Properties Corporation (HPC). After receiving a degree in Business Management from Drury University, Ryan joined his father Kenneth E. Hamilton at HPC, Springfield, Missouri. Formed in 1968, HPC was formed to develop, construct and manage over 2,500 housing units for the following state and federal agencies of government: USDA/Rural Development in Missouri, Kansas, Oklahoma, Texas, and Nebraska; Missouri Housing Development Commission, Kansas Housing Resources Corporation, Oklahoma Housing Finance Agency, Texas Department of Housing and Community Affairs and Nebraska Investment Finance Agency. During his tenure as Vice President of HPC, Ryan has been instrumental in rejuvenating and rebuilding companies he manages and partners with. He has taken aging and outdated portfolios and updated them with properties competitive in their respected markets.

Additionally, Ryan has honed his skills and experience as a developer of new properties, specifically for the marginalized and aging population of families throughout the Midwest. As Presiding Manager of Four Corners Development, LLC, and Trinity Housing Development, LLC, Ryan has focused on the development and financing of real estate projects that maximize federal and state tax credits. With his experience, extensive knowledge and long history in the development industry, Ryan has built business relationships to include developers, general contractors, investors, lenders and public entities in a variety of real estate and asset-based transactions.

Ryan continues to pursue excellence and relevancy in his field and has worked diligently to earn higher property management certifications such as S.T.A.R. (Spectrum Training Award Recipient) and Certified Property Management (CPM).

# Our Projects

## Murdoch Contracting, LLC Company Profile

### Missouri

Property Name	City	Units	Cost
Adams Park Apartments	Trenton	35	3,605,250
Cardinal Towers	Webb City	60	1,915,450
Colonial Village Apartments	Monett	20	620,000
Deerbrook Estates	Monett	8	240,000
McArthur Park Apartments	Washington	57	5,900,000
Mt. Vernon Apartments	Mt. Vernon	12	120,000
Reeds Spring Senior Apartments	Reeds Spring	20	420,000
Shafer Estates	Mt. Vernon	12	360,000
Stone Meadow Estates	Nixa & Ozark	76	2,812,000
Trenton Heights Apartments	Trenton	40	400,000
<b>Missouri Totals</b>		<b>340</b>	<b>16,392,700</b>

### Nebraska

Gretna Apartments	Gretna	24	964,059
<b>Nebraska Totals</b>		<b>24</b>	<b>964,059</b>

### Oklahoma

Oakmont Estates	Antlers & Tishomingo	60	1,275,493
Rose Rock Estates I & II	Sallisaw	48	2,192,150
Skiatook Village	Skaitook	48	3,001,152
Villas at Benedictine Pointe	Guthrie	53	7,250,000
Villas of Hanover	Davis	36	4,640,000
Wheatridge Apartments	Kaw, City, Newkirk, & Tonkawa	72	2,657,241
<b>Oklahoma Totals</b>		<b>317</b>	<b>21,016,036</b>

# Our Projects

## Murdoch Contracting, LLC Company Profile

### Texas

Property Name	City	Units	Cost
Mt. Pleasant Senior Apartments	Mt. Pleasant	28	1,190,410
Pine Hills Estates I & II	Devine & Pearsall	68	4,205,460
Quinlan Estates	Quinlan	32	2,029,600
Rusk Senior Apartments	Rusk	24	1,011,780
Trinity Estates	Trinity	36	2,283,300
Troup Senior Apartments	Troup	36	1,517,670
<b>Texas Totals</b>		<b>224</b>	<b>12,238,220</b>

### Total All States

<b>905</b>	<b>50,611,015</b>
------------	-------------------

# 2020 Update

## Murdoch Contracting, LLC Company Profile

### Pine Hills Estates, Devine & Pearsall, TX

**Murdoch Contracting, L.L.C.** started its rehabilitation of Pine Hills Estates I & II during the fourth quarter of 2020. Pine Hills Estates I is a 32-unit apartment style community located at 112 Dixon Drive, Devine, TX and Pine Hills Estates II is a 36-unit apartment style community located at 600 Berry Rach Road, Pearsall, TX. Despite COVID-19 related slow-downs, the rehabilitation of these senior housing properties is well underway.

#### Before



#### Updates As of December 2020





# **REHABILITATION TAX CREDITS FOR EXISTING APARTMENTS**

**Council Agenda Item**

**February 8, 2022**

# SUMMARY

- Texas Housing Developers submitted pre-application to TDHCA for rehabilitation tax credits.
- Firm has experience in Midwest and more recently in Texas including a project here in Belton approved by Council in January 2021 that will be commencing soon.
- Application to TDHCA Due 3/1/2022

# 300 W. AVENUE A

Current Name: Belton Development Ltd.

32 units

Proposed Name: Pinewood Valley  
Apartments



# FISCAL IMPACT

- Investment estimated at \$50,000 per unit, nearly \$1.6M, will bring properties to “like new” condition.
- Properties are now, and would remain, rent and income restricted for elderly residents – households at or below 60% AMI.
- Properties remain on tax rolls, with some increase in value possible due to complete rehabilitation.
- Local community support: minimum \$250 required for the project. Proposing \$500 in reduced permit fees (estimated at \$6,000).

# RECOMMENDATION

- Recommend approval of the Resolution of Support.





# Staff Report – City Council Agenda Item

## **Agenda Item #11**

Consider approval of the FY2021 Annual Report for Belton's Tax Increment Reinvestment Zone.

### **Originating Department**

Finance Department – Mike Rodgers, Director of Finance

### **Summary Information**

Per Article I, Section 2 of the Belton Tax Increment Reinvestment Zone No. 1 (TIRZ) Bylaws, the City Council must annually review any financial statements of the Zone. Attached is the FY 2021 annual financial report for the TIRZ.

### **Fiscal Impact**

None

### **Recommendation**

Recommend approval of TIRZ 2021 Annual Report, for submission to the State of Texas.

### **Attachments**

2021 Annual Report  
Comptroller Filing  
Presentation

**City of Belton, Texas**

**Belton Tax Increment  
Reinvestment Zone No. 1**

**ANNUAL REPORT**

**2021**

**City of Belton, Texas**  
**Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

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# **City of Belton, Texas**

## **Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

### **HIGHLIGHTS OF FISCAL YEAR 2021**

Current Board members are: Chair David K. Leigh, Councilmember Craig Pearson, Bell County Judge David Blackburn, Bell County Commissioner Russell Schneider, and Blair Williams.

Projects financed with TIRZ funds during FY 2021 included:

- Two façade improvement grants: Arusha Coffee Company and Oakfire Pizza and Brewing
- South Belton shared use path
- Heritage Park master plan
- Heritage Park dog park
- Library enhancements

In June 2021, the TIRZ Board approved the FY 2022 budget. The TIRZ budget was adopted by the City Council on September 14, 2021. A summary of expenditure items is shown below.

<b>FY 2022 Budgeted Expenditures</b>	<b>Amount</b>
▪ Consulting	\$ 35,000
▪ Debt Service and Other Administrative	402,710
▪ Façade Improvement Grant	90,000
▪ Retail Development Coordinator	32,530
▪ Transfer to Capital Projects Fund	<u>1,650,000</u>
<b>Total</b>	<b><u>\$2,210,240</u></b>

**City of Belton, Texas**  
**Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

**COMBINED BALANCE SHEET**  
**For the Fiscal Year Ended September 30, 2021**

**ASSETS:**

Cash and Investments	\$3,303,168	
Accounts Receivable	<u>570,525</u>	
<b>Total Assets</b>		<u><u>\$3,873,693</u></u>

**LIABILITIES AND FUND BALANCE:**

**Liabilities:**

Accounts Payable	<u>96,819</u>	
<b>Total Liabilities</b>		96,819

**Fund Balance:**

Restricted - Operations	661,040	
Restricted - Capital Projects	<u>3,115,834</u>	
<b>Total Fund Balance</b>		<u>3,776,874</u>
<b>Total Liabilities and Fund Balance</b>		<u><u>\$3,873,693</u></u>



**City of Belton, Texas**  
**Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

**COMBINED STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGE IN FUND BALANCE**  
**For the Fiscal Year Ended September 30, 2021**

**Revenues:**

City Taxes	\$ 1,421,889
County Taxes	893,761
Grant Receipts	715,597
Interest	3,263
<b>Total Revenues</b>	<u><b>\$ 3,034,510</b></u>

**Expenditures**

Debt Service / Administrative Costs	\$ 414,090
Public Improvements	1,251,736
Façade Renovations	18,498
Consulting	36,400
Other	30,205
<b>Total Expenditures</b>	<u><b>\$ 1,750,929</b></u>

<b>Net Change in Fund Balance</b>	<u><u><b>\$ 1,283,581</b></u></u>
-----------------------------------	-----------------------------------

<b>Beginning Fund Balance</b>	<b>\$ 2,493,293</b>
<b>Ending Fund Balance</b>	<b>\$ 3,776,874</b>

# City of Belton, Texas

## Belton Tax Increment Reinvestment Zone, No. 1

As of September 30, 2021

### STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE TIRZ OPERATING FUND – BUDGET AND ACTUAL For the Fiscal Year Ended September 30, 2021

			Variance
Revenues:	Budget	Actual	From Budget
City Taxes	\$ 1,630,640	\$ 1,421,889	\$ (208,751)
County Taxes	1,054,435	893,761	(160,674)
Interest	4,700	571	(4,129)
<b>Total Revenues</b>	<u>\$ 2,689,775</u>	<u>\$ 2,316,221</u>	<u>\$ (373,554)</u>
Expenditures			
Consulting	\$ 36,400	\$ 36,400	\$ -
Debt Service	414,105	414,090	(15)
Façade Grants	49,580	18,498	(31,082)
Transfer to General Fund	30,206	30,205	(1)
Transfer to Capital Project Funds	1,450,000	1,450,000	-
<b>Total Expenditures</b>	<u>\$ 1,980,291</u>	<u>\$ 1,949,193</u>	<u>\$ (31,098)</u>
<b>Net Change in Fund Balance</b>	<u><u>\$ 709,484</u></u>	<u><u>\$ 367,028</u></u>	<u><u>\$ (342,456)</u></u>

# **City of Belton, Texas**

## **Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

### **ANNUAL REPORT**

Chapter 311.016 of the Texas Tax Code requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

**1. Amount and source of revenue in the tax increment fund established for the zone:**

\$1,421,889	City Tax Receipts
893,761	County Tax Receipts
715,597	Grant Receipts
<u>3,263</u>	Interest on Investments
<b>\$3,034,510</b>	<b>Total Revenue</b>

**2. Amount and purpose of expenditures from the fund:**

\$414,090	Debt Service and Administrative Costs
18,498	Façade Renovations
1,251,736	Public Improvements
36,400	Consulting
<u>30,205</u>	Other Costs
<b>\$1,750,929</b>	<b>Total Expenditures</b>

**City of Belton, Texas**  
**Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

3. The TIRZ has \$635,000 of bond indebtedness for two outstanding obligations: General Obligation Refunding Bonds, Series 2017 and General Obligation Refunding Bonds, Series 2019. Final maturity will occur in FY 2023.

**TIRZ Debt**  
**- Schedule of Requirements -**

<b>Fiscal Year</b>	<b>2017 Refunding TIRZ Portion</b>		<b>2019 Refunding TIRZ Portion</b>		<b>Annual Totals</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
FY 2022	140,000	2,310	240,000	19,800	380,000	22,110	402,110
FY 2023			255,000	10,200	255,000	10,200	265,200
<b>Totals</b>	<b>\$140,000</b>	<b>\$ 2,310</b>	<b>\$ 495,000</b>	<b>\$ 30,000</b>	<b>\$ 635,000</b>	<b>\$ 32,310</b>	<b>\$ 667,310</b>

# City of Belton, Texas

## Belton Tax Increment Reinvestment Zone, No. 1

As of September 30, 2021

**4. Tax Increment base and current captured appraised value retained by the zone:**

<b>Tax Year</b>	<b>City of Belton</b>	<b>Bell County</b>
Base Year Value (2004)	\$63,670,192	\$59,231,454
<b><u>Captured Increment:</u></b>		
2005	12,618,404	12,600,362
2006	14,068,032	14,065,858
2007	8,177,172	8,160,583
2008	11,798,628	11,727,196
2009	5,135,833	5,109,684
2010	2,686,858	2,676,598
2011	9,432,894	9,434,006
2012	11,106,627	11,119,445
2013	8,057,162	8,067,930
2014	6,573,184	6,556,071
2015	13,243,960	13,222,994
2016	7,834,359	7,813,550
2017	10,906,855	10,836,636
2018	15,456,639	15,423,448
2019	50,938,045	49,745,518
2020	38,914,557	39,886,698
<b>Total</b>	<b>\$226,949,209</b>	<b>\$226,446,577</b>

**5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.**

**A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in FY 2021:**

<b>Taxing Jurisdiction</b>	<b>Current Captured Appraised Value</b>	<b>Participation Per \$100/Value</b>	<b>Amount of 2020 Increment Levy</b>
City of Belton (100%)	\$226,949,209	\$ 0.6300	\$1,429,780
Bell County (100%)	226,446,577	<u>0.3968</u>	<u>898,540</u>
<b>Total</b>		<b>\$ 1.0268</b>	<b>\$2,328,320</b>

**B. Amount of tax increment taxes received in FY 2021 from the municipality and the other taxing jurisdictions (including delinquent collections from prior years):**

City	\$1,421,889
County	<u>893,761</u>
<b>Total</b>	<b><u>\$2,315,650</u></b>

**City of Belton, Texas**  
**Belton Tax Increment Reinvestment Zone, No. 1**

**As of September 30, 2021**

C. Other information: None

# Tax Increment Finance (TIF) Registry

## Annual Report by Municipality or County

PLEASE PRINT OR TYPE, DO NOT WRITE IN SHADED AREAS.

Please fill out the complete form and attach other documentation (See Instructions on page 2.)

### STEP 1: Contact Information

<input type="checkbox"/> City		<input type="checkbox"/> County
Name of designating taxing unit		
Contact Person	Title	
Current Mailing Address (number and street)		
City	County	ZIP Code
Phone (xxx-xxx-xxxx)	Fax Number (xxx-xxx-xxxx)	Email Address

### STEP 2: Tax Increment Reinvestment Zone Information

1. TIF Reinvestment zone name: \_\_\_\_\_  
**DO NOT USE ORDINANCE OR RESOLUTION NUMBERS FOR ZONE NAME (See instructions for "Proper Zone Naming Standards")**

2. Report for fiscal year beginning (YYYY) \_\_\_\_\_ and ending (YYYY) \_\_\_\_\_.

3. Is the required documentation attached (check mark required to acknowledge): ☐ Annual Report

4. Has the termination date of the TIRZ been modified? (If "No" skip to question 5.) ☐ Yes ☐ No

a. Original Termination Date (MM/DD/YYYY): \_\_\_\_\_ b. Modified Termination Date (MM/DD/YYYY): \_\_\_\_\_

c. Attachment must include: ☐ Modified Ordinance d. Attachment must include: ☐ Modified Project Plan and Finance Plan

5. Size of the TIF reinvestment zone in acres: .....

6. Has the size of the zone increased or decreased since creation?: ☐ Yes ☐ No

7. If you answered "Yes" in question #6, please indicate which? ☐ Increased ☐ Decreased

8. Property types (select one only): ☐ Residential ☐ Commercial/Industrial ☐ Both (commercial/industrial and residential)

9. Have one or more abatements been given to business(es) to locate in the TIRZ (if "No" then skip to question #10)?: ☐ Yes ☐ No

10. What are the individual account numbers assigned to each active abated property that is located in the TIRZ? Use a separate box for each abated property account number.

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

11. Types of improvement projects (check all that are in progress or have been completed):

Public Projects

<input type="checkbox"/> Public Buildings and Facilities	<input type="checkbox"/> Roadwork
<input type="checkbox"/> Water/Sewer and Drainage	<input type="checkbox"/> Parks
<input type="checkbox"/> Other Infrastructure: _____	

Other Projects

<input type="checkbox"/> Facade Renovation	<input type="checkbox"/> Parking	<input type="checkbox"/> Historical Preservation
<input type="checkbox"/> Transit	<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Economic Development
<input type="checkbox"/> Other: _____		



For Q.12-Q.15 round to the nearest dollar. CANNOT leave any line blank for Q.12-Q.15, MUST provide at least a \$0 for each line.

12. TIF fund balance (end of year): .....	\$	_____
13. List of fund revenues:		
Total tax increments received .....	\$	_____
Sales tax increments .....	\$	_____
Loans .....	\$	_____
Sale of bonds .....	\$	_____
Sale of property .....	\$	_____
Other .....	\$	_____
TOTAL ANNUAL REVENUES		\$ _____
14. List of fund expenditures:		
Administrative .....	\$	_____
Property purchased .....	\$	_____
Public improvements .....	\$	_____
Facade renovations .....	\$	_____
Parking .....	\$	_____
Historic preservation .....	\$	_____
Transit .....	\$	_____
Affordable housing .....	\$	_____
Economic development programs .....	\$	_____
Other .....	\$	_____
TOTAL ANNUAL EXPENDITURES		\$ _____
15. Bonded indebtedness:		
Principal due .....	\$	_____
Interest due .....	\$	_____
TOTAL DEBT		\$ _____

Fill out the three lines below if the TIRZ IS NOT divided into multiple sub-zones in the "lead taxing unit." If the zone has increased in size since it's creation and is divided into multiple sub-zones: (a) identify the name of each sub-zone/section and (b) identify the TIRZ values, tax increment base and captured appraised value within that zone's sub-zone. DO NOT INCLUDE numbers from "participating taxing units."

16. Reinvestment zone values:		
Tax increment base .....	\$	_____
Current captured appraised value .....	\$	_____
Total appraised value (add above 2 lines together) .....	\$	_____
Name of the subdivision 1 (if applicable) .....		_____

(Fill out section below only if the TIRZ has expanded. Each new property/area that is incorporated into the TIRZ is considered as a "sub-zone")

Tax increment base .....	\$ _____
Current captured appraised value .....	\$ _____
Total appraised value (add above 2 lines together) .....	\$ _____
Name of the sub-zone 2 (Use this field if zone has expanded) .....	_____
Tax increment base .....	\$ _____
Current captured appraised value .....	\$ _____
Total appraised value (add above 2 lines together) .....	\$ _____
Name of the sub-zone 3 (Use this field if zone has expanded) .....	_____
Tax increment base .....	\$ _____
Current captured appraised value .....	\$ _____
Total appraised value (add above 2 lines together) .....	\$ _____
Name of the sub-zone 4 (Use this field if zone has expanded) .....	_____

**STEP 3: Authorized Name of Person Completing Form**

By typing my name below, I certify under penalty of perjury that I am authorized to execute this instrument and the information provided herein is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Authorized User Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date

## Instructions

State Law (Section Sec. 311.016, Tax Code) requires the governing body of a municipality or county, on or before the 150th day following the end of its fiscal year, to submit a report on the status of a reinvestment zone created by the municipality or county to the chief executive officer of each taxing unit that levies property taxes on real property in the zone. A copy of this annual report along with this form must be submitted to the Texas Comptroller of Public Accounts at the address below:

Comptroller of Public Accounts  
Data Analysis and Transparency Division  
Post Office Box 13528  
Austin, Texas 78711-3528

For assistance or to request additional forms, call toll free, 1-844-519-5672. You may also obtain additional forms at [comptroller.texas.gov/economy/local/ch311/reporting.php](http://comptroller.texas.gov/economy/local/ch311/reporting.php). From a Telecommunication Device for the Deaf (TDD), call 1-800-248-4099 or 512-463-4621.

**Step 1: Contact information**

This information provides the Comptroller information on the entity initiating the tax increment reinvestment zone and a contact person for the annual report.

**Step 2: Tax Increment Reinvestment Zone Information**

Q.1 - Please include the reinvestment zone name listed in the ordinance or resolution creating the zone. TIRZ name MUST be formatted in this manner: City Name, TIRZ Name & Number such as City of Levelland TIRZ #1, City of Weimar Sunset TIRZ.

Q.11 - Indicate all improvement projects in progress or completed within the zone.

Q.12-Q.15 - List the TIF fund balance at the end of the fiscal year, all revenues received by the fund during the fiscal year, and all expenditures made by the fund during the fiscal year. List principal and interest due on bonded indebtedness, the tax increment base at the creation of the zone and the current captured appraised value (the increase in property value over the tax increment base.)

**Step 3: Authorized User Name of Person Completing Form**

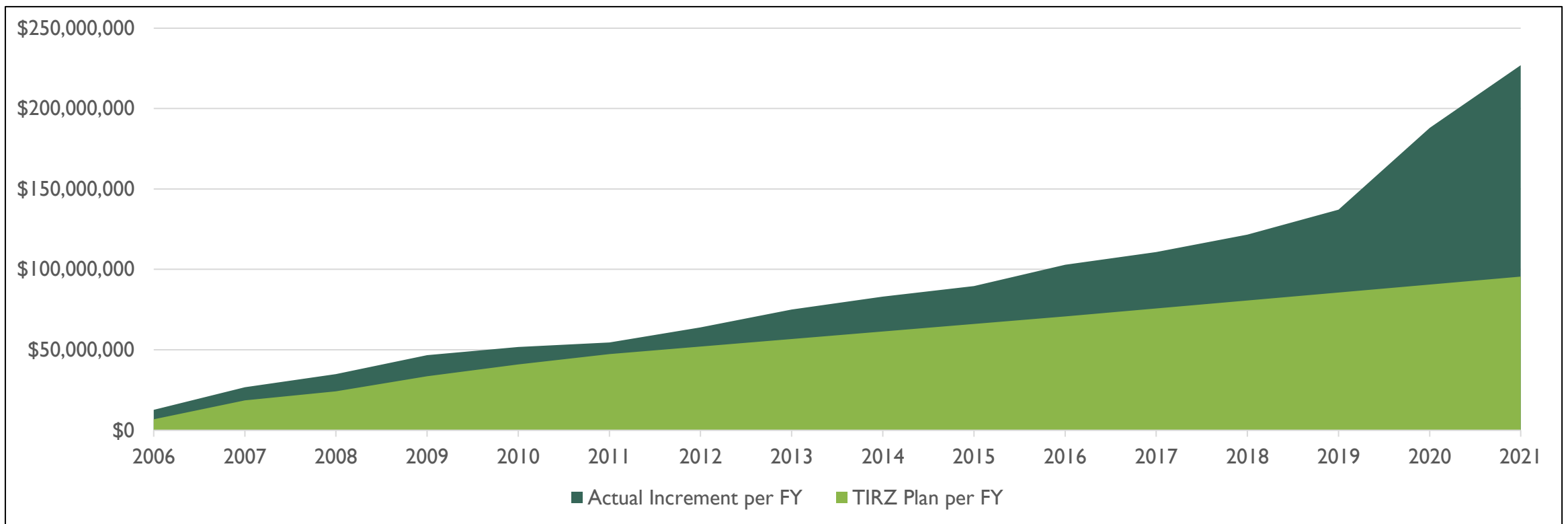
The person typing their name here in the report should be the same person listed in Step 1 as the contact person.



# TAX INCREMENT REINVESTMENT ZONE (TIRZ) ANNUAL REPORT FOR FISCAL YEAR 2021

FEBRUARY 8, 2022

# TAXABLE PROPERTY VALUES WITHIN THE ZONE



# ZONE PARTICIPATION



Taxing Jurisdiction	2020 Captured Taxable Value	Tax Rate Per \$100	2020 Tax Year Levy	2020 Tax Year Collections
City of Belton (100%)	\$226,949,209	\$0.6300	\$1,429,780	\$1,421,889
Bell County (100%)	\$226,446,577	\$0.3968	\$898,540	\$893,761
Total			\$2,328,320	\$2,315,650

## PROJECTS FINANCED DURING FISCAL YEAR 2020



- Two façade improvement grants
  - Arusha Coffee Company and Oakfire Pizza and Brewing
- South Belton shared use path
- Heritage Park master plan and Heritage Park dog park
- Library enhancements

# COMBINED BALANCE SHEET

## ASSETS:

Cash and Investments	\$3,303,168	
Accounts Receivable	<u>570,525</u>	
<b>Total Assets</b>		<u><u>\$3,873,693</u></u>

## LIABILITIES AND FUND BALANCE:

### Liabilities:

Accounts Payable	<u>96,819</u>	
<b>Total Liabilities</b>		96,819

### Fund Balance:

Restricted - Operations	661,040	
Restricted - Capital Projects	<u>3,115,834</u>	
<b>Total Fund Balance</b>		<u>3,776,874</u>
<b>Total Liabilities and Fund Balance</b>		<u><u>\$3,873,693</u></u>



# COMBINED INCOME STATEMENT

## Revenues:

City Taxes	\$ 1,421,889
County Taxes	893,761
Grant Receipts	715,597
Interest	3,263

<b>Total Revenues</b>	<u>\$ 3,034,510</u>
-----------------------	---------------------

## Expenditures

Debt Service / Administrative Costs	\$ 414,090
Public Improvements	1,251,736
Façade Renovations	18,498
Consulting	36,400
Other	30,205

<b>Total Expenditures</b>	<u>\$ 1,750,929</u>
---------------------------	---------------------

<b>Net Change in Fund Balance</b>	<u><u>\$ 1,283,581</u></u>
-----------------------------------	----------------------------

<b>Beginning Fund Balance</b>	\$ 2,493,293
-------------------------------	--------------

<b>Ending Fund Balance</b>	\$ 3,776,874
----------------------------	--------------

# BUDGET TO ACTUAL COMPARISON

			Variance
Revenues:	Budget	Actual	From Budget
City Taxes	\$ 1,630,640	\$ 1,421,889	\$ (208,751)
County Taxes	1,054,435	893,761	(160,674)
Interest	4,700	571	(4,129)
<b>Total Revenues</b>	<b>\$2,689,775</b>	<b>\$2,316,221</b>	<b>\$ (373,554)</b>
<b>Expenditures</b>			
Consulting	\$ 36,400	\$ 36,400	\$ -
Debt Service	414,105	414,090	(15)
Façade Grants	49,580	18,498	(31,082)
Transfer to General Fund	30,206	30,205	(1)
Transfer to Capital Project Funds	1,450,000	1,450,000	-
<b>Total Expenditures</b>	<b>\$ 1,980,291</b>	<b>\$ 1,949,193</b>	<b>\$ (31,098)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 709,484</b>	<b>\$ 367,028</b>	<b>\$ (342,456)</b>

# FUTURE DEBT REQUIREMENTS



	2017 Refunding		2019 Refunding		Annual Totals		
Fiscal Year	Principal	Interest	Principal	Interest	Principal	Interest	Total
2022	\$140,000	\$2,310	\$240,000	\$19,800	\$380,000	\$22,110	\$402,110
2023	-	-	255,000	10,200	255,000	10,200	265,200
Totals	\$140,000	\$2,310	\$495,000	\$30,000	\$635,000	\$32,310	\$667,310

## RECOMMENDATION



- Staff recommends approval of the annual report



# Staff Report – City Council Agenda Item

## **Agenda Item #12**

Consider authorizing the City Manager to execute a contract for the purchase of an approximately 1.2-acre tract from Clearwater Underground Water Conservation District located on Kennedy Court, north of Powell Avenue and west of Loop 121.

### **Originating Department**

Administration – Sam A. Listi, City Manager

### **Summary Information**

Clearwater Underground Water Conservation District (CUWCD) owns 2.11 acres in the Belton Business Park on Kennedy Court, north of Powell Drive and west of Loop 121/Avenue D. This land was purchased from BEDC in 2010 for \$0.60 a square foot, and the CUWCD offices were built on the south side of the tract soon thereafter. The COB has committed to locate and acquire property for Bell County so the County may relocate some of its facilities out of Downtown, such as Bell County Engineering and Records Storage for the Museum, with the potential of returning these public sites to the property tax rolls.

We approached Dirk Aaron, Clearwater Executive Director, since we understood the District may have excess property at their site. Discussions have been productive with Mr. Aaron, and he has kept Board President, Leland Gersbach, informed. It appears CUWCD is willing to divide its property, approximately in one-half, which would meet their needs, as well as meeting Bell County's need to house a records storage facility. We have also advised Bell County Judge David Blackburn, and he indicates the site is suitable for Bell County Records Storage. The attached exhibit indicates the proposed division, while also showing the Avenue D extension west of Loop 121 and the proposed Jones Drive extension, to be built by BEDC in 12-18 months. The replat will result in properties estimated at:

- 0.9 acre site for Clearwater purposes; and
- 1.18 acre site to be acquired by COB for Bell County Records Storage

COB is proposing to purchase the property from Clearwater and convey it to Bell County. The proposed purchase price is approximately \$1.00 per square foot for an estimated 51,500 square feet, with an offer price of \$50,000. The City will also replat the tract into two lots and pay all closing costs.

### **Fiscal Impact**

All city costs, including the purchase price of \$50,000, and replatting and closing costs estimated at \$10,000, will come from the City's GF Contingency account.

### **Recommendation**

Recommend authorizing the CM to finalize a contract in substantially this form and these terms and present it to the Clearwater Board for final action on February 16, 2022.

### **Attachments**

Proposed Real Estate Sales Contract

CUWCD Lot Overview Map

Draft Replat

## REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Escrow Agent to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Escrow Agent and obtain Escrow Agent's signature before the Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

**Seller:** Clearwater Underground Water Conservation District

Address: P. O. Box 1989  
Belton, Texas 76513

Phone: (254) 933-0120

E-mail: \_\_\_\_\_

**Seller's Attorney:** \_\_\_\_\_

Law Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**Seller's Sales Agent:** None.

**Buyer:** City of Belton, Texas

Address: P.O. Box 120  
Belton, Texas 76513

Phone: (254) 933-5819

E-mail: slisti@beltontexas.gov



Type of entity: Municipal Corporation

**Buyer's Attorney:** Neale Potts

Law Firm: Messer, Potts & Messer, PC

Address: P. O. Box 969  
Belton, Texas 76513

Phone: (254) 939-1818

E-mail: neale@mpmlaw.net

**Buyer's Sales Agent:** None.

**Property:** Approximately 1.181 acres as shown on the attached map.

**Escrow Agent:** Monteith Abstract & Title Company, Inc.

Name of Closer: Ty Hendrick

Address: 2500 Bacon Ranch Road  
Killeen, Texas 76542

Phone: (254) 526-7586

E-mail: ty.hendrick@monteithtitle.com

**Purchase Price:**

Cash portion: \$50,000.00

Total purchase price: \$50,000.00

**Earnest Money:** \$500.00

**County for Performance:** Bell

**A. Deadlines and Other Dates**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is

located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

A.1. Earnest Money Deadline: \_\_\_\_\_, 2022

A.2. Delivery of Title Commitment: 20 days after the Effective Date

A.3. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: 20 days after the Effective Date

A.4. Delivery of Title Objections: 20 days after delivery of the last of the Title Commitment and legible copies of the instruments referenced in them

A.5. Closing Date: 30 days completion of the replatting of the property.

## **B. Closing Documents**

B.1. At Closing, Seller will deliver the following items:

General Warranty Deed

Evidence of Seller's authority to close this transaction

B.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

## **C. Exhibits**

The following are attached to and are a part of this contract:

Exhibit A—Map showing the location of the Property to be purchased

Exhibit B--Representations; As Is, Where Is Provision; Environmental Matters

#### **D. Purchase and Sale of Property**

*D.1. Purchase and Sale Agreement.* Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

#### **E. Title**

*E.1. Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

*E.2. Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Underwriter stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Underwriter in conformity with the last Title Commitment delivered to and approved by Buyer.

*E.3. Survey.* No survey is required. The property of Seller will be re-platted in two lots at Buyer's expense.

*E.4. Delivery of Title Commitment and Legible Copies.* Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2. and legible copies of the instruments referenced in the Title Commitment by the deadline stated in paragraph A.3.

*E.5. Title Objections.* Buyer has until the deadline stated in paragraph A.4. ("Title Objection Deadline") to review Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have

approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five business days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five business days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only any other Title Objections that Seller has agreed to cure in the Cure Notice. At or before Closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure any other Title Objections that Seller has agreed to cure.

**F. Inspection Period:** There is no Inspection Period.

**G. Representations, As Is, Where Is Provision, and Environmental Matters**

The parties' representations stated in Sections A. and B. of Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. A party who becomes aware that any of the representations of either party are not true and correct will promptly notify the other party. Unless a party notifies the other party to the contrary on or before the Closing Date, or a party has actual knowledge to the contrary as of the Closing Date, each party is entitled to presume that the representations of the other party in Exhibit B are true and correct as of the Closing Date.

The parties agree to the terms of Section B. (As Is, Where Is) in Exhibit B.

**H. Condition of the Property until Closing; Cooperation; No Recording of Contract**

*H.1. Maintenance and Operation.* Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all Leases and other contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any Lease or other contract that affects the Property other than in

the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated Lease or other contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any Lease or other contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

*H.2. Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.

*H.3. Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use if the condemnation would eliminate all curb cuts on Loop 121 in Belton, Texas. If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

*H.4. Claims; Hearings.* Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before

Closing that involves or directly affects the Property.

*H.5. Cooperation.* Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

*H.6. No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

## **I. Termination**

### *I.1. Disposition of Earnest Money after Termination*

*I.1.a. To Buyer.* If Buyer terminates this contract in accordance with Buyer's rights to terminate, Buyer will send a request for the release of the Earnest Money to Seller, with a copy to Escrow Agent, to be signed by Seller. If Seller fails to deliver a signed release to Escrow agent within five days after delivery of the request for release, Buyer may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand letter to Seller. Unless Seller delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Buyer's written demand for the Earnest Money, Escrow Agent will, without further authorization from Seller, deliver the Earnest Money to Buyer.

*I.1.b. To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Seller will send a request for the release of the Earnest Money to Buyer, with a copy to Escrow Agent, to be signed by Buyer. If Buyer fails to deliver a signed release to Escrow Agent within five days after delivery of the request for release, Seller may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand to Buyer. Unless Buyer delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Seller's written demand for the Earnest Money, Escrow Agent will, without any further authorization from Buyer, deliver the Earnest Money to Seller.

*I.2. Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of

this contract.

## **J. Closing**

*J.1. Conditions of Closing.* Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:

*J.1.a. Representations and Warranties.* The representations and warranties of the other party must be true and correct at Closing.

*J.1.b. Performance of Covenants and Agreements.* The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

*J.1.c. No Bankruptcy.* No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

*J.2. Closing.* This transaction will close ("Closing") at Escrow Agent's offices on or before the Closing Date. At Closing, the following will occur:

*J.2.a. Closing Documents; Escrow Agent/Underwriter Documents.* The parties will execute and deliver the Closing Documents and any documents required by Escrow Agent and Underwriter.

*J.2.b. Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Escrow Agent in funds acceptable to Escrow Agent. The Earnest Money will be applied to the Purchase Price.

*J.2.c. Disbursement of Funds; Recording; Copies.* Escrow Agent will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

*J.2.d. Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

*J.2.e. Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

*J.3. Transaction Costs*



*J.3.a. Seller's Costs.* Seller will pay the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; and Seller's attorney's fees and expenses.

*J.3.b. Buyer's Costs.* Buyer will pay all other closing costs.

*J.3.c. Ad Valorem Taxes.* Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer will assume the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing.

*J.3.c.i. Partial Tax Parcels.* If the Property contains one or more unimproved partial tax parcels for the year of Closing, then the taxes and other assessments attributable to any such tax parcel for the year of Closing shall be allocated between the portion of such tax parcel that is within the Property and the portion of such tax parcel that is outside the Property on the basis of the respective percentages that the gross surface area of the portion of such tax parcel that is within the Property and the gross surface area of the portion of such tax parcel that is outside the Property represent of the total gross surface area of such tax parcel; provided, however, that the result of the foregoing computation shall be adjusted as applicable in order to reflect the taxable value of any improvements that have been constructed on either or both of the portions of such tax parcel. If the Property contains one or more partial tax parcels for the year of Closing, and all taxes and other assessments attributable to such tax parcel have not been paid in full at or prior to Closing, each of Seller and Buyer shall be obligated to pay the taxes and other assessments due with respect to their respective portions of such tax parcel for the entire year of Closing on or before the due date thereof and to indemnify, defend, and hold the other party harmless from and against any loss resulting from a failure to pay such taxes and assessments when they become due and payable.

*J.3.d. Income and Expenses.* Except as provided in paragraph K.3.c. above, income and expenses pertaining to operation of the Property will be prorated as of the

Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.

*J.3.e. Postclosing Adjustments.* If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

*J.4. Issuance of Title Policy.* Seller will cause Escrow Agent to issue the Title Policy to Buyer as soon as practicable after Closing.

## **K. Default and Remedies**

*K.1. Seller's Default; Remedies before Closing.* If Seller fails to perform its obligations under this contract or if Seller's representations are not true and correct as of the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy before Closing:

*K.1.a. Termination.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date ("Buyer's Expenses") within ten days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's Expenses accompanied by reasonable evidence of Buyer's Expenses.

*K.1.b. Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, Buyer will be deemed to have elected to terminate this contract as of the expiration of that period. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

*K.1.c. Actual Damages.* If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

*K.2. Seller's Default; Remedies after Closing.* If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

*K.3. Buyer's Default; Remedies before Closing.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for Seller's actual out of pocket expenses incurred after the Effective Date to perform its obligations under this contract ("Seller's Expenses") within ten days after Buyer's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer before Closing.

*K.4. Buyer's Default; Remedies after Closing.* If Buyer fails to perform any of its obligations under this contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

*K.5. Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

## **L. Miscellaneous Provisions**

*L.1. Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier

delivery, or e-mail and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

*L.2. Entire Agreement.* This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

*L.3. Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

*L.4. Prohibition of Assignment.* Buyer may not assign this contract or Buyer's rights under it without Seller's prior written consent, which Seller has no obligation to grant and which, if granted, may be conditioned in any manner Seller deems appropriate, and any attempted assignment without Seller's consent is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.

*L.5. Survival.* The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

*L.6. Choice Of Law; Venue.* THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN BELL COUNTY, TEXAS.

*L.7. Waiver of Default.* Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

*L.8. No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

*L.9. Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

*L.10. Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

*L.11. No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

*L.12. Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

*L.13. Confidentiality.* This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

*L.14. Binding Effect.* This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

*L. 15. Contingent on Approval.* This contract is subject to approval by the City Council of the City of Belton, Texas. If approval is not obtained within 45 days from the Effective Date, the contract shall terminate and the earnest money will be refunded to the Buyer.

CLEARWATER UNDERGROUND  
WATER CONSERVATION DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

CITY OF BELTON, TEXAS

By: \_\_\_\_\_  
SAM LISTI, City Manager

Date: \_\_\_\_\_, 2022

### **Escrow Agent's Acceptance of Contract**

Escrow Agent, by its execution and delivery of this Real Estate Sales Contract, acknowledges it is "the person responsible for closing" the transaction that is the subject of this contract pursuant to section 6045(e) of the Internal Revenue Code and to prepare and file all informational returns, including, without limitation, IRS Form 1099S, and to otherwise comply with the provisions of section 6045(e) of the Internal Revenue Code, and acknowledges receipt of a fully executed counterpart of this Real Estate Sales Contract on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

Monteith Abstract & Title Company, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **Receipt for Earnest Money Deposit**

Escrow Agent acknowledges receipt of Earnest Money deposit of \$500.00 required under this Real Estate Sales Contract on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Monteith Abstract & Title Company, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

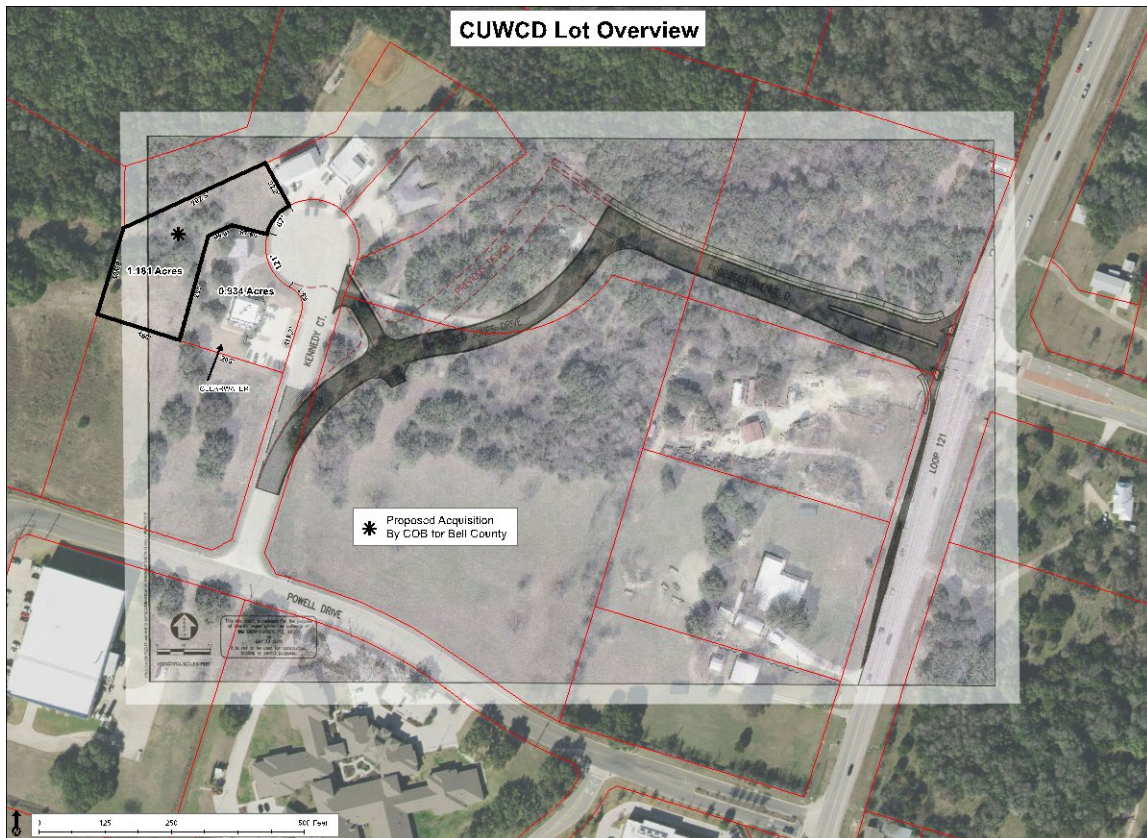
PREPARED IN THE OFFICE OF:

MESSER POTTS & MESSER, P.C.  
P. O. Box 969  
Belton, Texas 76513  
Tel: (254) 939-1818  
Fax: (254) 939-0990



## Exhibit A

### Description of the Land



## **Exhibit B**

### **Representations; Environmental Matters**

#### **A. Seller's Representations to Buyer**

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control.

*A.1. Authority of Seller.* Seller is a government agency with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

*A.2. Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.

*A.3. Violation of Governmental Requirements.* Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Seller's use of the Property.

*A.4. Licenses, Permits, and Approvals.* Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

*A.5. Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice and has no actual knowledge of any condemnation, zoning, land-use, hazardous materials, or other proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property.

*A.6. Terrorist Organizations List.* Seller is not and Seller has no actual knowledge that she is a person with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other

governmental action.

A.7. *No Other Obligation to Sell the Property or Restriction against Sale.* Seller is not obligated to sell any of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.8. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

## **B. Buyer's Representations to Seller**

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

B.1 *Authority of City of Belton, Texas.* Buyer is a Texas municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

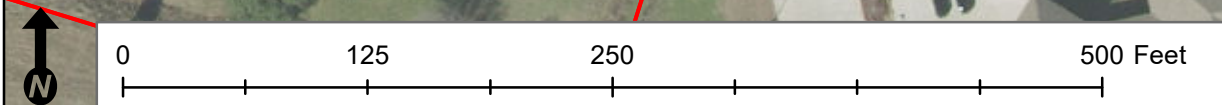
B.2. *Terrorist Organizations List.* Buyer is not and Buyer has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.



# CUWCD Lot Overview



\* Proposed Acquisition  
By COB for Bell County





Concept Plat of  
CLEARWATER ADDITION PHASE II

A subdivision within the City of Belton, Bell County, Texas.

BEING 2.111 ACRES situated in the LEWIS WALKER SURVEY, ABSTRACT 860, Bell County, Texas, being an amending plat of LOT 1, BLOCK 1, CLEARWATER ADDITION, an addition within the City of Belton, Bell County, Texas, according to the plat of record in Plat Year 2016, Plat #43, Plat Records of Bell County, Texas.

STATE OF TEXAS  
COUNTY OF BELL

THAT, CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS CLEARWATER ADDITION WITHIN THE CITY OF BELTON, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT  
100 KENNEDY COURT  
BELTON, TEXAS 76513

BY:

LELAND GERSBACH  
BOARD PRESIDENT

STATE OF TEXAS  
COUNTY OF BELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LELAND GERSBACH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BELL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF CLEARWATER ADDITION, AN ADDITION WITHIN THE CITY OF BELTON, BELL COUNTY, TEXAS, MEETS THE REQUIREMENTS FOR AN ADMINISTRATIVE PLAT AND WAS APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

DIRECTOR OF PLANNING

SAID SUBDIVISION LIES WITHIN THE CITY OF BELTON, BELL COUNTY, TEXAS, AND SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE PLATTING ORDINANCE OF THE CITY OF BELTON, TEXAS.

WITNESS MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY CLERK

AFFIDAVIT:

THE TAX APPRAISAL DISTRICT OF BELL COUNTY DOES HEREBY CERTIFY THERE ARE CURRENTLY NO DELINQUENT TAXES DUE TO THE TAX APPRAISAL DISTRICT OF BELL COUNTY ON THE PROPERTY DESCRIBED BY THIS PLAT.

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A. D.

BY:

BELL COUNTY TAX APPRAISAL DISTRICT

STATE OF TEXAS  
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

PRELIMINARY - FOR REVIEW ONLY

Preliminary, this document shall not be recorded for any purpose.

Surveyor Name & Number CHARLES C. LUCKO, RPLS 4636

Release Date FEBRUARY 1, 2022

CHARLES C. LUCKO, R.P.L.S.

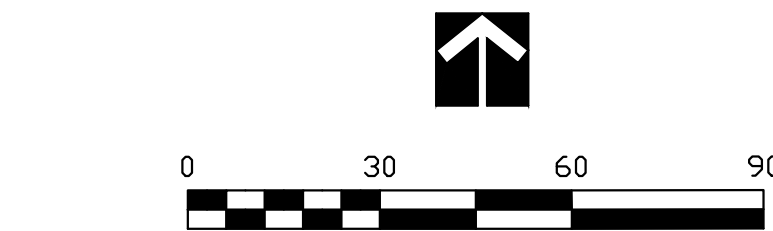
REGISTRATION NO. 4636

DATE SURVEYED: FEBRUARY 17, 2016

RECORDATION INFORMATION:

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

IN DOCUMENT NO. \_\_\_\_\_, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	81.50'	180.23'	154.32'	S 01°38'51" E	81°10'44"
C2	81.50'	53.13'	46.82'	S 28°22'26" E	81°10'44"
C3	81.50'	16.15'	13.11'	S 35°53'34" W	44°51'52"
C4	81.50'	113.68'	106.01'	S 26°14'23" E	14°54'02"

NOTES:

- The purpose of this subdivision plat is to divide 1 existing lot into two lots.
- Based upon what can be scaled from the graphics shown on Federal Insurance Rate Map (FIRM), Community Panel No. 48021C0340E, dated September 26, 2008, the above shown property does not appear within the "Special Flood Hazard Area", and appears to be situated in Zone X. This flood statement does not imply that this tract will or will never flood, nor does it create any liability in such event on the part of this surveyor or company.
- All public roadways as shown on this plat are free of liens.
- Water service is provided by the City of Belton.
- Wastewater service is provided by the City of Belton.
- The existing covenants, conditions, restrictions for Clearwater Addition, shall remain in place as they relate to the lots shown hereon.



VICINITY MAP  
- N.T.S. -

LOTS - TWO (2)  
BLOCKS - ONE (1)  
AREA - 2.111 ACRES

OWNER:

CLEARWATER UNDERGROUND WATER  
CONSERVATION DISTRICT  
100 KENNEDY COURT  
BELTON, TEXAS 76513

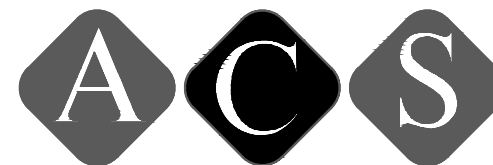
Concept Plat of  
CLEARWATER ADDITION PHASE II

A subdivision within the City of Belton, Bell County, Texas.

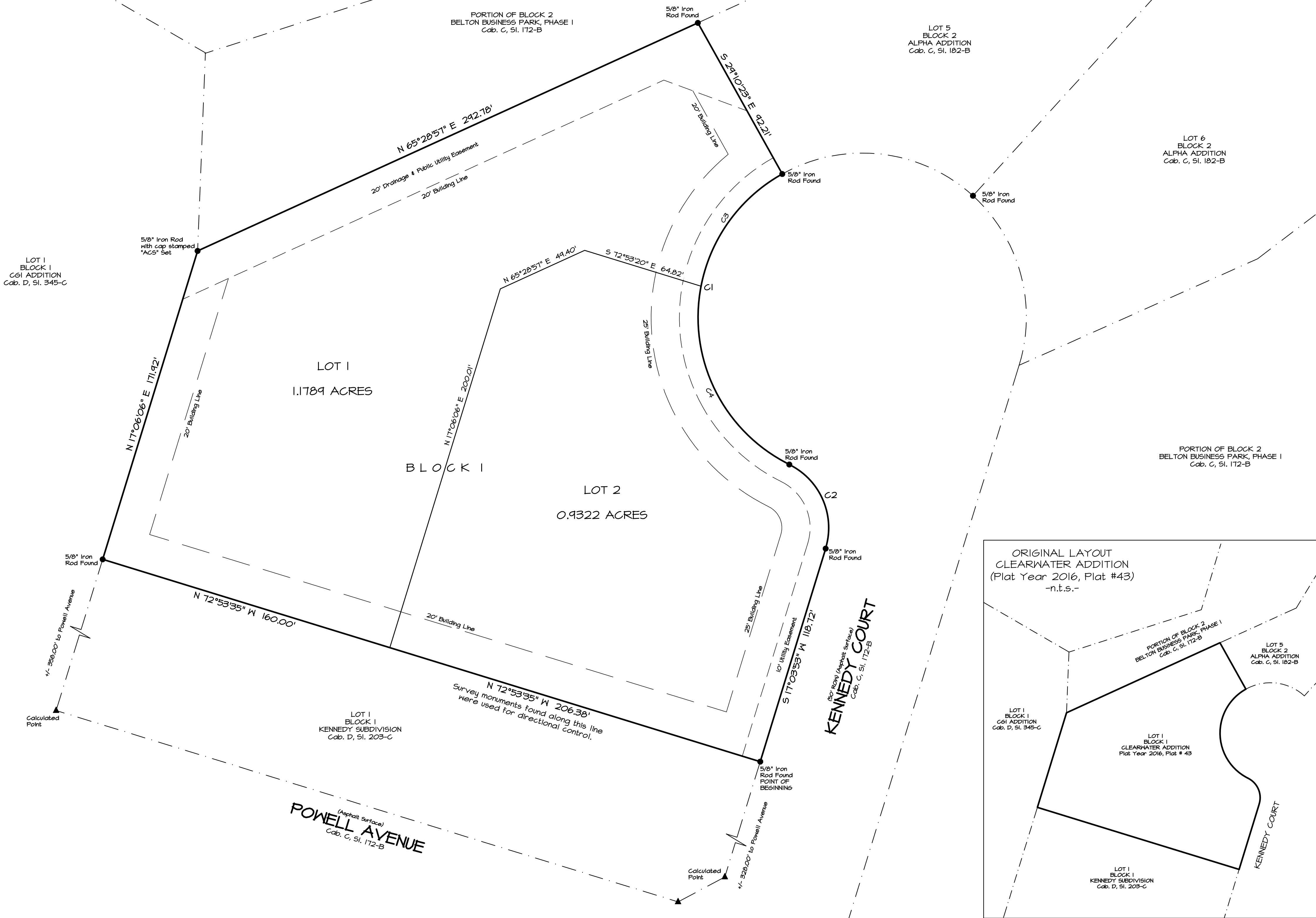
BEING 2.111 ACRES situated in the LEWIS WALKER SURVEY, ABSTRACT 860, Bell County, Texas, being an amending plat of LOT 1, BLOCK 1, CLEARWATER ADDITION, an addition within the City of Belton, Bell County, Texas, according to the plat of record in Plat Year 2016, Plat #43, Plat Records of Bell County, Texas.

Plot Date: 02-01-2022  
Survey completed: 02-01-2016  
Scale: 1" = 30'  
Job No.: 2200251  
Dwg No.: 2200251  
Drawn by: KML  
Surveyor: CCL # 4636

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ALL COUNTY SURVEYING, INC.  
Tx. Firm No. 10023600  
4330 South 5th Street  
Temple, Texas 76502  
254-771-2212 Killeen 254-634-4636  
www.allcountysurveying.com





# Staff Report – City Council Agenda Item

## Agenda Item #13

Consider authorizing the repair of Belton Fire Department's Quint 2.

### Originating Department

Fire Department – Jon Fontenot, Fire Chief

### Background

Quint 2 (Q2) is a 2004 Spartan 75-foot aerial apparatus. This vehicle has approximately 83,000 miles and 8220 hours (equivalent to 287,700 miles). This apparatus is primarily utilized as a first out Aerial/Pumper which responds from Fire Station 2.

On approximately December 29, 2021, Q2 began experiencing a steering issue which was diagnosed by the City shop as a steering box failure. At the same time, both emergency and non-emergency lights began failing and at one point, no lights on the apparatus worked. The truck was immediately taken to the City Shop for repair.

City Shop mechanics began diagnostics on the light issue but could not isolate the exact cause. After several conversations with the manufacturer's service center staff, it was decided to send the apparatus to the service center for evaluation of the issues. Attached is the diagnosis and repair estimate for Q2.

Metro Fire Apparatus Specialist (Metro) also performed a complete inspection of the apparatus and found several other items which need to be addressed which would prevent more costly repairs. These repairs will extend the life of the apparatus and result in a more reliable response vehicle.

### Fiscal Impact

Amount: \$80,147.51

Budgeted: ☐ Yes ☒ No ☐ Capital Project Funds

Funding Source(s): Fire – Suppression Division. A future budget amendment may be necessary to cover these expenditures.

### Recommendation

Staff recommends funding repairs and preventative maintenance identified in the estimate from Metro.

**Attachments**

Repair Estimate from Metro Fire Apparatus Specialist  
2020 Quint 2 comprehensive evaluation with current updates.



**METRO FIRE 03**  
 625 S WISTERIA ST  
 SUITE 121  
 MANSFIELD, TX 76063  
 817-467-0911



Estimate **SO-03-8985**  
 Date: **1/12/2022**

**Bill To**  
 BELTON FIRE DEPARTMENT  
 PO BOX 120  
 BELTON, TX 76513-0120  
 P: 254-933-5827 F: 254-933-5826

**Remit Payment To**  
 CORPORATE  
 17350 STATE HWY 249  
 SUITE 250  
 HOUSTON, TX 77064

Service Order	Purchase Order	Service Writer	Authorizer
SO-03-8985		HAZARD, KALEB	Not provided

Item	Description	Quantity	Rate	Amount
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**Complaint:** V-MUX ISSUE - CUSTOMER EXPLAINED ISSUE TO GRADY

**Cause:** MULTIPLE - V-MUX MODULES OBSOLETE **Type:** CUSTOMER PAY

Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE V-MUX / WIRING / REMOVE AND REPLACE MONOCHROME VISTA WITH VISTA IV (REQUIRES SPARTAN ENGINEERING TO CREATE NEW DESIGN FILE FOR THE TRUCK'S V-MUX SYSTEM). REMOVE AND REPLACE EACH NODE IN THE V-MUX SYSTEM, DOWNLOAD NEW FILES, TROUBLESHOOT NETWORK COMMUNICATION WIRING AND REPAIR, FUNCTION TEST ALL CIRCUITS AND VERIFY VOLTAGE DROP IS WITHIN NFPA 1901 LIMITS.	160.00000	\$138.00	\$22,080.00
Parts	V-MUX PROGRAMMING FEE - PROGRAM FEE - A	1	\$3,990.00	\$3,990.00
Parts	HERC NODE - WEL-6000-0000-04 - A	4	\$1,154.83941	\$4,619.36
Parts	MINI NODE - WEL-6010-0000-00 - A	3	\$695.98613	\$2,087.96
Parts	VISTA IV, NON TOUCH - SMC-0328-GG3-029 - A	1	\$2,694.1178	\$2,694.12
Parts	ELECTRICAL SUPPLY ALLOWANCE - MET-ALLOWANCE - A	1	\$2,660.00	\$2,660.00
<b>Subtotal</b>				\$38,131.44

**Complaint:** STEERING BOX AND CYLINDER REPLACEMENT (CYLINDER IN COMPARTMENT, STEERING BOX SHIPPING UP FROM HOUSTON)

**Cause:** STEERING BOX AND PASSANGER CYLINDER WHERE BAD , HARD TO STEER **Type:** CUSTOMER PAY

Labor	<b>Correction:</b> CHASSIS; STEERING / LINKAGE / INSTALL NEW GEAR BOX ,STEERING CYLINDER ,ADDED NEW FLUID ,BLEED POWER STEERING SYSTEM ,CHECKED FOR LEAKS AND TEST DRIVE TRUCK	7.00000	\$138.00	\$966.00
Parts	BRAKE CLEAN - ORE-72408 - A	2	\$3.98	\$7.96
Parts	ATF FLUID GALLON - ORE-ORO-D-1 - A	2	\$30.58	\$61.16
<b>Subtotal</b>				\$1,035.12

**Complaint:** I-AUDIT - \*\*\*DO NOT DRIVE UNIT OFF METRO PROPERTY UNTIL STEERING HAS BEEN REPAIRED\*\*\*

**Cause:** CUSTOMER REQUESTED INSPECTION **Type:** CUSTOMER PAY

Labor	<b>Correction:</b> Chassis / CHASSIS / INSPECT FULL APPARATUS, INCLUDING AERIAL	8.00000	\$138.00	\$1,104.00
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Item	Description	Quantity	Rate	Amount
			<b>Subtotal</b>	\$1,104.00
<b>Complaint:</b> PM-B				
<b>Cause:</b> SCHEDULED SERVICE <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / PERFORM PM SERVICE	12.00000	\$138.00	\$1,656.00
Parts	PM-B	1	\$0.00	\$0.00
Parts	FILTER, AIR - SMC-0910-HH2-001 - A	1	\$187.32174	\$187.32
Parts	FILTER, OIL FULL FLOW - DET-23530573 - A	2	\$24.63326	\$49.27
Parts	FILTER, FUEL - DET-23530706 - A	1	\$10.2011	\$10.20
Parts	FILTER, FUEL WATER SEPERATOR - DET-23530707 - A	1	\$15.9068	\$15.91
Parts	DESICCANT CARTRIDGE, AIR DRIER 1200 WABCO - MER-R950011 - A	1	\$89.50641	\$89.51
Parts	FILTER, POWER STEERING - CSP-3937557-S - A	1	\$23.91708	\$23.92
Parts	FILTER, DIFFERENTIAL - MER-A3380-W-1687 - A	1	\$19.34585	\$19.35
Parts	GASKET, POWER STEERING COVER - CSP-Q59278 - A	1	\$5.70216	\$5.70
Parts	WASHER, SEALING FOR PWR STR COVER BOLT - CSP-Q66297 - A	1	\$7.17104	\$7.17
Parts	TRANSYND 5 GAL - ALL-127-27101-CTPL - A	1	\$280.56007	\$280.56
Parts	ALLISON TRANS HIGH CAPACITY FILTER KIT - ALL-29558118 - A	1	\$114.23813	\$114.24
Parts	PRESSURE FILTER AERIAL	1	\$0.00	\$0.00
Parts	RETURN FILTER AERIAL - CSP-LF3349 - O	1	\$7.5278	\$7.53
Parts	OIL, VALVOLINE PREMIUM BLUE GEN2 15W40 1 GAL - VAL-891007 - A	11	\$19.285	\$212.14
Parts	KIT, OIL SAMPLE - CSP-CC2543 - A	6	\$22.19693	\$133.18
Parts	ATF FLUID GALLON - ORE-ORO-D-1 - A	1	\$30.5767	\$30.58
Parts	TRANSYND 1 GAL - ALL-27101-CTCS - A	2	\$62.0578	\$124.12
Parts	GEAR OIL 85/140 5 GAL - VAL-829 - A	2	\$138.4017	\$276.80
Parts	LUCAS GREASE CARTRIDGE - LUC 10005 - A	1	\$10.1213	\$10.12
Parts	BRAKE CLEAN - ORE-72408 - A	1	\$3.98	\$3.98
Parts	SILICONE SPRAY - JOH-4603 - A	1	\$5.84968	\$5.85
Parts	FILTER, OIL RESERVOIR FOR HARRISON GENERATOR - HAR-WO206-2200 - A	1	\$92.7941	\$92.79
Parts	HUB CAP, OIL FRONT AXLE 5.5" CC DIAMETER, STEMCO - NAP-TWD-3434009 - A	2	\$32.2342	\$64.47
Parts	GEAR OIL, 85/140 QRT - VAL-825 - A	1	\$8.61261	\$8.61
Parts	WINDSHIELD WASHER FLUID - NAP-WWS-5061320 - A	1	\$7.48378	\$7.48
			<b>Subtotal</b>	\$3,436.80

**Complaint:** POWER STEERING RESERVOIR FITTINGS, HOSES AND ,POWER STEERING PUMP CLASS 2 LEAK

**Cause:** FITTINGS LEAKING ,SEAL ON POWERSTEERING PUMP AND HOSES OLD **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> CHASSIS; STEERING / PUMP / DRAIN FLUID ,REPLACE DAMAGE HOSES, RESEAL FITTINGS ON RESERVOIR TANK AND REPLACE POWERSTEERING PUMP	7.00000	\$138.00	\$966.00
Parts	PUMP, POWER STEERING - SMC-0664-KK1 - A	1	\$957.5335	\$957.53
Parts	GASKET, P/S PUMP - CSP-4988280 - A	1	\$8.24928	\$8.25
Parts	BRAKE CLEAN - ORE-72408 - A	1	\$3.98	\$3.98

Item	Description	Quantity	Rate	Amount
Parts	HOSE, RETURN P/S, 1 1/4" ID - PAR-811-20 - A	4	\$19.44723	\$77.79
Parts	REUSABLE DUAL SEAT FEMALE JIC 37 #8 AII - STU-G34210-0808 - A	2	\$11.39805	\$22.80
Parts	HYDRAULIC HOSE SAE 100R5 AII - STU-8C5C - A	5	\$11.37593	\$56.88
			<b>Subtotal</b>	\$2,093.23

**Complaint:** TRANSMISSION MOUNT BUSHINGS CRACKED

**Cause:** BUSHINGS ARE CRACKED/OLD **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> CHASSIS; TRANSMISSION / TRANSMISSION / WILL NEED TO LOOSEN TRANSMISSION MOUNTS AND JACK UP TRANSMISSION TO REMOVE MOUNTS .ON THE LEFT SIDE I WILL NEED TO REMOVE THE EXHAUST PIPE TO GET ACCESS TO TRANSMISSION MOUNT	7.00000	\$138.00	\$966.00
Parts	ISOLATOR, REAR ENGINE - SMC-1194-AA1-001 - A	2	\$45.1535	\$90.31
			<b>Subtotal</b>	\$1,056.31

**Complaint:** BROKEN DASH

**Cause:** SOMEONE OVER TIGHTENED THE SCREW TO TIGHT BREAKING THE DASH. **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REPLACE DASH	2.00000	\$138.00	\$276.00
Parts	DASH BORED BROKEN	1	\$0.00	\$0.00
			<b>Subtotal</b>	\$276.00

**Complaint:** AIR PRESSURE DID NOT HOLD OVER NIGHT ( AIR LEAKS )

**Cause:** AIR LEAKS , LEFT TURCK OVER NIGHT AT 120 PSI THE NEXT DAY IT DROPPED TO 80 PSI **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / AIR TRUCK BACK UP AND FIND AIR LEAKS , ONCE FOUND FIX OR REPLACE ANY ITEMS FOUND . AFTER FIXING WILL HAVE TO AIR TRUCK BACK UP AND CHECK AGAIN FOR ANY MORE AIR LEAKS	10.00000	\$138.00	\$1,380.00
Parts	AIR VALVE ALLOWANCE - MET-MISC-ALLOWANCE - A	1	\$665.00	\$665.00
			<b>Subtotal</b>	\$2,045.00

**Complaint:** DRIVER SEAT / OFFICER SET ARE TORN

**Cause:** SEATS ARE TORN , REGUALR WEAR **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> CAB; SEAT / CUSHION / REPLACE SEAT COVER AND CUSHIONS ON BOTH SEATS	3.00000	\$138.00	\$414.00
Parts	DRIVER SEAT COVER AND CUSHION	1	\$0.00	\$0.00
Parts	OFFICER SEAT COVER AND CUSHION	1	\$0.00	\$0.00
			<b>Subtotal</b>	\$414.00

**Complaint:** AIR CONDITIONER IS NOT COOLING / LEAKING FROM FITTING

**Cause:** FREON LEAK ON HIGH SIDE AND LOW SIDE HOSE ON ORING COMPRESSOR **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> CAB; HVAC / COMPRESSOR / RECOVER FREON AND REPLACE ORINGS ON COMPRESSOR DO A VACCUMM ,CHECK FOR MORE FREON LEAKS AND CHARGE FREON	9.00000	\$138.00	\$1,242.00
Parts	R134A A/C REFRIGERANT PER LB - NAP-NFR-ZX3030 - A	7	\$8.12042	\$56.84

Item	Description	Quantity	Rate	Amount
			<b>Subtotal</b>	\$1,298.84
<b>Complaint:</b> DRIVER REAR AND OFFICER REAR DOOR OUTER SEAL ARE TORN				
<b>Cause:</b> REGUALR WEAR FROM OPENING AND CLOSING DOOR <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> CAB; INTERIOR / TRIM; SOFT / REPLACE DOOR SEAL	2.00000	\$138.00	\$276.00
Parts	12 FT OF DOOR SEAL	2	\$0.00	\$0.00
			<b>Subtotal</b>	\$276.00
<b>Complaint:</b> CAB LIFT CYLINDERS LEAKING / CAB LOCK HOSES LEAKING				
<b>Cause:</b> CAB CYLINDERS ARE LEAKING (CLASS 2) , ALSO LEAKING FROM THE FITTING OF THE CAB LOCKS <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> CAB; LIFT & ATTACHMENT / CYLINDER / REPLACE CAB LIFT CYLINDERS AND REPLACE HOSES	10.31000	\$138.00	\$1,422.78
Parts	CAB LIFT CYLINDERS - SMC-1023-EE1-002 - A	2	\$614.3935	\$1,228.79
Parts	CAB LIFT HOSES - HOSE ALLOWANCE - A	1	\$665.00	\$665.00
Parts	ATF FLUID GALLON - ORE-ORO-D-1 - A	1	\$30.5767	\$30.58
			<b>Subtotal</b>	\$3,347.15
<b>Complaint:</b> L1 , R3 , R2 COMPARTMENT HAVE LIGHTS THAT ARE OUT				
<b>Cause:</b> LIGHTS ARE OUT , THEY DO NOT COME ON (Inspection)				
Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE LIGHTING / COMPARTMENT / REPLACE LGHTS	2.00000	\$138.00	\$276.00
Parts	COMPARTMENT LIGHT CLEAR DOME - WEL-2030-9110-30 - A	4	\$12.9409	\$51.76
			<b>Subtotal</b>	\$327.76
<b>Complaint:</b> DISCHARGE #5 VALVE LEAKING BY				
<b>Cause:</b> SEAL ARE BAD <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REMOVE VALVE ,REBUILD IT AND TEST FOR LEAKS	2.08000	\$138.00	\$287.04
			<b>Subtotal</b>	\$287.04
<b>Complaint:</b> DOT LIGHTS ARE OUT				
<b>Cause:</b> LICENSE PLATE LIGHT IS BURNT , AND REAR MIDDLE LIGHT IS BURNT ALSO <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE LIGHTING / DOT / REPLACE BURNT LIGHTS	2.00000	\$138.00	\$276.00
Parts	LICENSE PLATE LIGHT,CLEAR INCANDESCENT 3.7" TRUCK LITE - NAP-LMP-19206 - A	1	\$7.17	\$7.17
Parts	SURFACE MOUNT RED LED MARKER LIGHT - ACE-INN200-4400-1 - A	1	\$7.28453	\$7.28
			<b>Subtotal</b>	\$290.45
<b>Complaint:</b> DRIVER DOOR GROUND LIGHT DOES NOT WORK				
<b>Cause:</b> GROUND LIGHT IS OUT <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE LIGHTING / DOT / REPLACE GROUND LIGHT	1.00000	\$138.00	\$138.00
Parts	4" DOME GROUND LIGHT, INCANDESCENT, TRUCK LITE - NAP-LIT-40203 - A	1	\$12.7547	\$12.75

Item	Description	Quantity	Rate	Amount
			<b>Subtotal</b>	\$150.75
<b>Complaint:</b> PUMP ANOID SCREENS DAMAGE				
<b>Cause:</b> SCREEN MISSING PIECES <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REMOVE OLD SCREENS FROM PUMP AND INSTALL NEW ONES	0.50000	\$138.00	\$69.00
Parts	6" ANOID SCREEN - WAT-61403 - A	2	\$14.53025	\$29.06
			<b>Subtotal</b>	\$98.06
<b>Complaint:</b> OFFICER SIDE PUMP PANEL STEP LIGHT IS OUT				
<b>Cause:</b> STEP LIGHT CONNECTION IS BURNT <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE LIGHTING / DOT / REPLACE STEP LIGHT	1.00000	\$138.00	\$138.00
Parts	CHROME STEP WELL UTILITY LIGHT, CLEAR - GRO-60351 - A	1	\$51.2183	\$51.22
			<b>Subtotal</b>	\$189.22
<b>Complaint:</b> TRANSFER CASE OUTPUT SHAFT SEAL LEAKING (CLASS 3)				
<b>Cause:</b> SHAFT SEAL DAMAGE <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> CHASSIS; DRIVETRAIN / TRANSFER CASE / WILL NEED TO REMOVE DRIVE LINE TO REMOVE SEAL AND REPLACE IT	3.00000	\$138.00	\$414.00
Parts	SEAL, INPUT/OUTPUT SHAFT - WAT-W-3956-438 - A	1	\$20.75232	\$20.75
Parts	BRAKE CLEAN - ORE-72408 - A	1	\$3.98	\$3.98
Parts	U JOINT, FULL ROUND SD290 ,F6.5-43 SPICER .1810 SERIES - SPI-5-281X - A	1	\$124.4614	\$124.46
			<b>Subtotal</b>	\$563.19
<b>Complaint:</b> FRONT SHOCKS ARE LEAKING				
<b>Cause:</b> FRONT SHOCKS ARE LEAKING <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> CHASSIS; SUSPENSION FRONT / SHOCK / REPLACE FRONT SHOCKS	2.00000	\$138.00	\$276.00
Parts	SHOCKS, FRONT BILSTEIN - SMC-0494-SS5-011 - A	2	\$210.0735	\$420.15
			<b>Subtotal</b>	\$696.15
<b>Complaint:</b> RADIATOR CAP FAILED PRESSURE TEST / RADIATOR FAILED PRESSURE TEST				
<b>Cause:</b> RADIATOR CAP FAILED PRESSURE TEST , RADIATOR HAD A COOLANT LEAK ON A HOSE , AND CLAMPS ARE LOOSE , 2 HOSES HAVE CUTS IN THEM <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> CHASSIS; ENGINE COOLING / RADIATOR / REPLACE RADIATOR CAP AND 2 HOSES AND TIGHTEN CLAMPS AND PRESSURE TEST AGAIN TO SEE IF THERES ANY MORE LEAKS	3.00000	\$138.00	\$414.00
Parts	CAP, RADIATOR 15# - SMC-1526-FF1-801001 - A	1	\$34.47525	\$34.48
Parts	FINAL CHARGE 50/50 COOLANT GAL - PEA-FXAB53 - A	1	\$17.46721	\$17.47
Parts	1/4" FUEL LINE - ORE-GAT-27313 - A	2	\$2.10312	\$4.21
			<b>Subtotal</b>	\$470.16
<b>Complaint:</b> GENERATOR LEAKING FROM FILTER HOUSING GASKET AND HOSES LEAKING				

Item	Description	Quantity	Rate	Amount
<b>Cause:</b> LEAKING FROM GASKET ON FILTER HOUSING AND OIL FILL GASKET <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REPLACE LEAKING GENERATOR HOSES AND GASKET ON FILTER HOUSING	7.00000	\$138.00	\$966.00
Parts	Harrison filter housing gasket - HAR-CT330-4710 - O	1	\$9.2169	\$9.22
Parts	HARRISON OIL FILLER CAP AND GASKET KIT - HAR-HC356-5715 - O	1	\$60.3421	\$60.34
Parts	Hose allowance - MET-ALLOWANCE - A	3	\$332.50	\$997.50
Parts	BRAKE CLEAN - ORE-72408 - A	1	\$3.98	\$3.98
			<b>Subtotal</b>	\$2,037.04
<b>Complaint:</b> ENGINE BELT SHOWS SIGNS OF WEAR				
<b>Cause:</b> REGUALR WEAR , LOOSE SIDE PLATE , NEED TO BE TIGHTEN <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> CHASSIS; ENGINE COOLING / FAN; DRIVE BELT / REPLACE BELT AND FIX LOOSE SIDE PLATE	2.50000	\$138.00	\$345.00
Parts	ENGINE BELT - DAY-5080570 - A	1	\$57.1767	\$57.18
			<b>Subtotal</b>	\$402.18
<b>Complaint:</b> BATTERIS FAILED NFPA REQUIERMENTS				
<b>Cause:</b> BATTERIES TESTED BAD WHEN DOING NFPA LOAD TEST, ALSO BATTERIES ARE DIFFERENT BRANDS WHICH CAN CAUSE ISSUES <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE STARTING/CHARGING / BATTERY / REPLACE BATTERIES	2.00000	\$138.00	\$276.00
Parts	BATTERY, 925CCA - HAR-C31S-HD - A	6	\$164.255	\$985.53
Parts	JUMPER, POSITIVE BATTERY 3 POST - SMC-1537-GG5-002 - A	2	\$108.94522	\$217.89
Parts	JUMPER, NEGATIVE BATTERY 3 POST - SMC-1537-GG5-001 - A	2	\$118.48516	\$236.97
			<b>Subtotal</b>	\$1,716.39
<b>Complaint:</b> DRIVER SIDE 9 TURN LEAKING				
<b>Cause:</b> 9 TURN LEAKING <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REBUILT KIT FOR 9 TURN	3.00000	\$138.00	\$414.00
Parts	SEAL KIT, COMPLETE REBUILD BIV - TFT-A1082-CRK - A	1	\$96.824	\$96.82
			<b>Subtotal</b>	\$510.82
<b>Complaint:</b> GAUGES ON PUMP PANEL ARE NOT VISIBLE / FUEL GAUGE DAMAGE / MISSING EMBLEM				
<b>Cause:</b> 3 GAUGES ARE NOT VISIBLE 1 FUEL GAUGE IS DAMAGE AND ONE EMBLEM IS MISSING <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REPLACE BAD GAUGES AND INSTALL NEW EMBLEM	3.50000	\$138.00	\$483.00
Parts	400 PSI GAUGE 2 1/2 NOSHKO - INN-3010108-20100 - A	4	\$108.794	\$435.18
Parts	FUEL GAUGE 2"	1	\$0.00	\$0.00
Parts	PUMP DISCHARGE EMBLEM	1	\$0.00	\$0.00
Parts	Non-Inventory (Freight) - INN-FREIGHT - A	1	\$45.00	\$45.00
			<b>Subtotal</b>	\$963.18

Item	Description	Quantity	Rate	Amount
<b>Complaint:</b> HYDRAULIC TANK GAUGE DAMAGE				
<b>Cause:</b> Cracked <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> AERIAL; CONTROLS / TANK / REPLACE HYDRAULIC GAUGE	1.00000	\$138.00	\$138.00
Parts	Oil HYDRAULIC gauge	1	\$0.00	\$0.00
			<b>Subtotal</b>	\$138.00
<b>Complaint:</b> CLEAN AND GREASE LADDER / ADJUST CABELS				
<b>Cause:</b> LADDER IS DIRTY AND CABLES ARE OUT OF ADJUSTMENT ON THE BASE SECTION <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> BODY; RACK LADDER / STRUCTURE / CLEAN AND GREASE LADDER AND ADJUST CABLES	10.00000	\$138.00	\$1,380.00
Parts	BRAKE CLEAN - ORE-72408 - A	12	\$3.98	\$47.76
Parts	SUPER LUBE MULTIPURPOSE SYNTHETIC GREASE - WWG-44N722 - A	1	\$21.7534	\$21.75
			<b>Subtotal</b>	\$1,449.51
<b>Complaint:</b> OFFICER SPOT LIGHT ON LADDER DOESNT WORK				
<b>Cause:</b> 2 LIGHTS INSIDE DO NOT WORK / LIGHTS ON STEP PANEL DONT WORK EITHER <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> ELECTRICAL; LINE VOLTAGE / LIGHT; SCENE / REPLAQCE LIGHT BULBS AND GROUND LIGHTS	2.00000	\$138.00	\$276.00
Parts	BULB, COLLINS 100W - WAG-BP1210/H2 - A	2	\$9.6159	\$19.23
Parts	4" DOME GROUND LIGHT, INCANDESCENT, TRUCK LITE - NAP-LIT-40203 - A	2	\$12.7547	\$25.51
			<b>Subtotal</b>	\$320.74
<b>Complaint:</b> OIL DIPSTICK DAMAGE ON HANDLE				
<b>Cause:</b> HANDLE BROKEN <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REPLACE DIPSTICK	1.00000	\$138.00	\$138.00
Parts	Engine oil DIPSTICK - DDE-23533969 - O	1	\$47.5076	\$47.51
			<b>Subtotal</b>	\$185.51
<b>Complaint:</b> CAB INSULATION IS FALLING DOWN				
<b>Cause:</b> INSULATION COMING APART <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REPLACE INSULATION	30.00000	\$138.00	\$4,140.00
Parts	3M 200MM 6.75 OZ. BLACK EPOXY 3 MIN. WORK TIME - 3M-08223 - A	2	\$78.84213	\$157.68
Parts	GENERAL PURPOSE ADHESIVE CLEANER, AEROSOL - 3M-08987 - A	1	\$19.3648	\$19.36
Parts	RTV SILICONE 100% NEUTRAL CURE ALUMINUM 10.2 OZ CART. - ASI-335AL-C24 - A	2	\$6.783	\$13.57
Parts	0.5" HOLE x 16 GA. ALUMINUM EXPANDED 3003-FLATTENED - MET-AEX3003F/500081 - A	2	\$266.00	\$532.00
Parts	BRAKE CLEAN - ORE-72408 - A	2	\$3.98	\$7.96
Parts	CAP, INSULATION STICKPIN - SMC-0746-EE4 - A	75	\$2.71668	\$203.75
Parts	STICK PIN, INSULATION HOLDER - SMC-0747-EE4 - A	75	\$2.42044	\$181.53

Item	Description	Quantity	Rate	Amount
Parts	INSULATION, ENGINE TUNNEL - SMC-1511-EE4-001 - A	16	\$31.3535	\$501.66
Parts	TAPE, FOIL HEAT RESISTANT - SMC-2058-EE4-001 - A	80	\$2.91672	\$233.34
			<b>Subtotal</b>	<b>\$5,990.85</b>

**Complaint:** ENGINE OIL PAN LEAKING (CLASS 2)

**Cause:** OIL PAN GASKET HAS FAILED **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / SEND UNIT TO ENGINE SHOP FOR REPAIRS	1.00000	\$138.00	\$138.00
Parts	INDUSTRIAL POWER SUBLET - SUBLET - A	1	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$138.00</b>

**Complaint:** OFFICER SIDE DOOR WHITE DOME LIGHT DOESNT WORK

**Cause:** BURNT LIGHT BULB AND MISSING DOME LIGHT **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE LIGHTING / INTERIOR / REPLACE LIGTH BULB AND INSTALL MISSING DOME LIGHT	1.00000	\$138.00	\$138.00
Parts	DUAL DOME BULB, BLK BEZEL RED/CLR - WEL-8080-0000-13 - A	1	\$67.3911	\$67.39
Parts	921 BULB - NAP-LMP-921 - A	1	\$1.78	\$1.78
			<b>Subtotal</b>	<b>\$207.17</b>

**Complaint:** REAR BRAKES ARE AT 30%

**Cause:** REAR BRAKES ARE. BELOW 40 % **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REMOVE AND REPLACE DRUMS & SHOES. INSPECT CAMSHAFT AND ASA FOR REUSE. INSTALL NEW HARDWARE, SHOES AND DRUMS, GREASE S-CAM, INSTALL WHEELS & TORQUE LUG NUTS, VERIFY APPLIED STROKE AND FREE PLAY, TEST DRIVE AND BURNISH BRAKES.	8.00000	\$138.00	\$1,104.00
Parts	REAR DRUMS - NAP-TWD-66661B - A	2	\$623.6104	\$1,247.22
Parts	REAR BRAKE PADS - MER-KSR4034515PC - O	2	\$1,060.7016	\$2,121.40
			<b>Subtotal</b>	<b>\$4,472.62</b>

**Complaint:** PUMP SHIFT INDICATOR LIGHTS NOT COMING ON, AND GOVERNOR DOESNT WORK

**Cause:** V-MUX ISSSUE **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> ELECTRICAL; LOW VOLTAGE V-MUX / PROGRAMMING / V-MUX PROBLEM WILL NEED MORE ADVANCED DIAGNOSTIC TIME TO TRY TO FIND THE PROBLEM	16.00000	\$138.00	\$2,208.00
			<b>Subtotal</b>	<b>\$2,208.00</b>

**Complaint:** ENGINE ISOLATOR ARE TORN

**Cause:** BUSHING ARE TORN **Type:** CUSTOMER PAY (Inspection)

Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / SUPPORT ENGINE, REMOVE CROSSMEMBER AND REPLACE ISOLATORS	6.00000	\$138.00	\$828.00
Parts	ISOLATOR, RUBBER LF3-900 - SMC-1036-AA1-001 - A	2	\$33.1835	\$66.37
			<b>Subtotal</b>	<b>\$894.37</b>

**Complaint:** CARRIER BEARING HAS ALOT OF PLAY

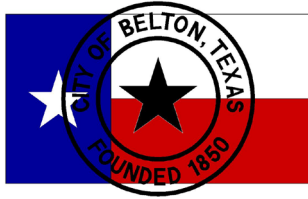
Item	Description	Quantity	Rate	Amount
<b>Cause:</b> BUSHING SHOWS SIGN ON WEAR AND TEAR <b>Type:</b> CUSTOMER PAY (Inspection)				
Labor	<b>Recommended Correction:</b> Chassis / CHASSIS / REPLACE CARRIER BEARING BUSHING	4.00000	\$138.00	\$552.00
Parts	CARRIER BEARING BUSHING	1	\$0.00	\$0.00
Parts	U JOINT, FULL ROUND SD290 ,F6.5-43 SPICER .1810 SERIES - SPI-5-281X - A	1	\$124.4614	\$124.46
			<b>Subtotal</b>	\$676.46

Shop Supplies	\$250.00
---------------	----------

<b>Unit:</b> 21324ZF297 <b>VIN:</b> 4S7AU2F974C045806	<b>Labor</b>	\$48,560.82
2004 SPARTAN GLADIATOR		
<b>Chassis:</b> 82,143 Miles	<b>Parts</b>	\$31,336.69
<b>ELECTRICAL:</b> 0 Hours		
<b>Subtotal</b>		\$80,147.51
<b>EXEMPT (0.0000% of \$0.00)</b>		\$0.00
<b>Total</b>		\$80,147.51

\*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.  
This estimate is good for 45 days. This estimate is limited to the stated scope of work, and any work beyond the stated scope will be quoted seperately.





# City of Belton

## ~ Fire Department ~

Date: October 15, 2020

### Quint 2 Evaluation and Analysis

On this day, the Command staff performed an evaluation of Quint 2. There were three categories we focused on within this evaluation which were a) overall condition of the apparatus, b) the capabilities, and c) the condition of the assigned equipment and tools.

#### Overall Condition:

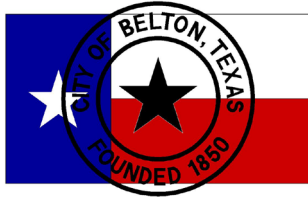
Quint 2 is a 2004 Spartan 75 ft. aerial apparatus with 71,400 miles and 7,066 hours. Although the paint and trim on this apparatus shows its age (16 years old), the cab and body are in serviceable condition. There are spots on the cab where paint is missing, especially around the front doors. Inside the cab, the seats show wear and tear expected on an apparatus of this age. The door panels and engine shroud also show signs of normal wear and tear.



At first glance, the body of the apparatus appears in fair condition. At closer examination, the rubber seals on all roll-up doors are dry rotted and are worn to a point of ineffectiveness. The safety reflective striping on the cab and body seems to have lost some of the reflectiveness and may not meet the NFPA1901 15.9.3.3.1 – “*All retroreflective materials used to satisfy the requirements of 15.9.3.1 that are colors not listed in ASTM D4956, Section 6.1.1, shall have a minimum*

*coefficient of retroreflection of 10 with observation angle of 0.2 degrees and entrance angle of -4 degrees.*” In addition, there are several emergency lights on the truck which have been weathered and have frosted lenses which need replacements.

All Fire Apparatus built after 2007 have to have reflective chevrons installed on the rear of the apparatus for visibility reasons while operating on a roadway. According to NFPA 1901 - *At least 50 percent of the rear-facing vertical surfaces, visible from the rear of the apparatus, excluding any pump panel areas not covered by a door, shall be equipped with retroreflective striping in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees. Each stripe in the chevron shall be a single color alternating between red and either yellow, fluorescent yellow, or fluorescent yellow-green.* Although Q2 does not have to meet this NFPA code, it is highly recommended the truck be retrofitted with the chevrons due to high exposure on highways and major thoroughfares. ***Update – reflective Chevrons have been installed.***



# City of Belton

## ~ Fire Department ~

The condition of the drivetrain on Q2 is considered serviceable. The City Shop has done an excellent job maintaining the motor and transmission. The power upon take-off and acceleration seems to be adequate. The truck stops appropriately, and no defects could be noted during a simple drive and visual test. Although the miles on Q2 could be considered average for its age, the more concerning issue is the hours the motor has accumulated. Diesel industries standards calculate the wear and tear of a motor by equating every hour of use as 35 miles driven. With 7066 hours, this equals about 247,310 miles of wear and tear.

A visual inspection of the pump did not indicate any major concerns or issues. This was consistent with operating the pump; no issues could be noted. The fire crews and city shop have been consistent with the lubrication and adjustments on the pump and therefore only minor deficiencies were noted. Items of minor concern include gauge cloudiness on several pressure gauges, leaking tank to pump valve, and a few missing handle identifiers.

The aerial device was in bad shape a few months ago. After close inspection, the ladder had not been properly maintained and the proper lubrication of the device had been neglected. Since that point, the crews have been trained on the proper preventative maintenance of an aerial device and policy was written to ensure the ladder stays in a high state of readiness. To further evaluate the state of the aerial device, a third-party evaluations and certification company should be contacted to perform a full assessment of the device.

After all things considered, I believe the overall condition of Quint 2 should be considered serviceable. This depends on the results of the aerial assessment and the results of the certification test.

***Update – 3<sup>rd</sup> Party Aerial Evaluation indicated the extending cables for the aerial device are stretched but still in compliance. Stretching of these cables are common. Normal usage can stretch cables out of compliance after extended years or extended usage. Replacement of these cables should be expected in the next few years.***

### Capabilities:

Quint 2 was built with limited compartment space therefore not much more than the essential can be placed on the apparatus. As part of this evaluation process, the apparatus' equipment was compared to NFPA 1901 list of required equipment (see Appendix A). Most required equipment was installed but left little room for anything else. The following is a summary of finding when the vehicles capabilities were evaluated:

- No RIT bag on Q2 - ***Obtained***
- Decon equipment is out of service
- Limited space for Cribbing
- No serviceable fire extinguisher - ***Obtained***
- Missing several hydrant adaptors - ***Obtained***
- Missing required Life Safety and Utility rope - ***Obtained***
- No complete K-Tool
- Missing 5 illuminating devices - ***Obtained***





# City of Belton

## ~ Fire Department ~

Given the limited items that can be stored on this apparatus, deficiencies were identified as it pertains to capabilities. The following is a list of concerns:

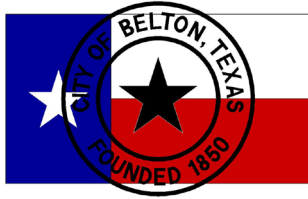
- There are no HazMat response capabilities except absorbent and Air Monitoring. Typically, when apparatus' are designed to cover sections of highways, there is Class B foam capabilities build into the specifications.
- Quint 2 responds to a number of medical assists each day. This truck has an in-cab medical compartment to house the needed equipment. The issue with this is that at each response, a person is carrying medical bags out of the truck. This puts a strain on the legs and backs of the firefighter and increases the chances for injury from slips and falls. An access door into the compartment from the outside of the cab would decrease the chances of injury by placing the firefighter's feet firmly on the ground when retrieving the medical supplies.
- It is highly suggested more emergency lights, rear reflective chevrons, and replacement striping be added to increase its visibility during highway operations. ***Update – Additional Lights Added***
- There is no supplied air for a person working off the tip of the ladder. This requires that the person working off the ladder wear a SCBA air pack. The added weight and size of the pack increases the possibility of injury to the firefighter having to climb and work off the aerial device while wearing the SCBA.

### Equipment Evaluation:

The equipment on this truck is in a serviceable state. There were some issues with storage and fitment of the equipment. During the evaluation, we took this time to ensure equipment was located logically and safely. This process took at least two hours, but the end result was a much more organized apparatus which should maximize proficiency. One noticeable issue with the equipment was the age of some items. It was discussed that most of the equipment was assigned to the previous first out truck and was swapped over to this one when it was purchased. Equipment, like the apparatus itself, has an expected life span and much of the tools and hose seem to be beyond expected time of usage. A good example of this is the 5-inch supply line. This hose is rubber and is showing signs of dry rot and cracking. We will spend time this fall performing a service test on this hose to ensure it is still serviceable. The following is a list of other issues identified during the evaluation process:

### Equipment To-Do List

- Label equipment with correct labels "Q-2" - ***Complete***
- Test gas detector - ***Complete***
- Fix speed bump lights - ***Complete***
- Epoxy Axe heads to handle - ***Complete***
- Seal water can pin - ***Complete***
- Repair mobile speed bump - ***Complete***
- Build a Hydrant Bag with all needed adaptors - ***Complete***



# City of Belton

## ~ Fire Department ~

### Conclusion:

This apparatus has been in service for 16 years with Belton Fire Department. It can be expected this truck to be in the Fire Department fleet for at least 25 years from purchase date. *"It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status; be upgraded in accordance with NFPA 1912; and incorporate as many features as possible of the current fire apparatus standard. This will ensure that, while the apparatus might not totally comply with the current editions of the automotive fire apparatus standards, many of the improvements and upgrades required by the current editions of the standards are available to the fire fighters who use the apparatus"* (NFPA 1901, Standard for Automotive Fire Apparatus). Because of the apparent overall serviceable condition of the apparatus, limited space to house it as a reserve, and limited funds, we recommend extending the in-service life of this apparatus to 20 years front line and trading it in for a replacement in 2024.

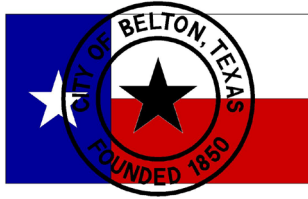
Although the needs of the community may have somewhat outgrown the design of this apparatus, it is capable of providing most services. Some deficiencies can be addressed locally which will allow the Department to utilize the apparatus to its fullest.

The equipment on the apparatus may not be new or the "latest and greatest", but the equipment is serviceable and usable. We will continually evaluate the equipment and replace when it is appropriate to do so. The Department members take pride in their equipment and apparatus. No matter of age, these items will be maintained in a high state of readiness.

### *Update on 1-13-22:*

Quint 2 began experiencing steering issues in December 2021. The City shop determined it was faulty steering cylinders and steering box. Due to the current inventory lows, replacement parts are being extended to several weeks, if not months. In addition, all lights on the apparatus (running and emergency) stopped working. The City shop has transferred the unit to the Metro shop for diagnosing and repair.

The Metro shop informed the City Shop manager that the wiring system on this apparatus is obsolete, and repairs may be impossible to perform. This may require a full wiring system replacement. See Estimate from Metro.



# City of Belton

## ~ Fire Department ~

### Appendix A

#### Pumper & Quint NFPA Equipment List

##### Ground Ladder:

- Roof Ladder
- 1 Extension Ladder
- 1 Folding Ladder
- 85ft. in total ladders (Quint only)

##### Hand Tools:

- 1 6lb Flathead Axe
- 1 6lb Pickhead Axe
- 1 Halligan Bar
- 1 8ft or longer Pike Pole
- 2 portable hand lights
- 1 80-B:C fire extinguisher
- 1 2.5 gal water extinguisher
- 1 First Aid Kit
- 4 Combination Spanner Wrenches
- 2 Hydrant Wrenches
- 1 Rubber Mallet

##### Hose and Adaptors:

- 800 ft. of 2.5 inch or larger
- 400 ft. of 1.75 inch
- 1 Handline Nozzle (200 gpm)
- 2 Handline Nozzles (95 gpm)
- 1 Playpipe with shutoff
- 1 Double Male 2.5
- 1 Double Female 2.5
- 1 5" Hose Clamp
- 1 1.5" to 3" hose jacket
- 1 Storz to hydrant for every thread in jurisdiction

##### Misc.:

- 4 Ladder Belts (Quint only)
- 5 Traffic Cones
- 5 illuminating warning devices
- 1 AED
- 1 Traffic Vest for each riding position
- 2 Wheel Chocks
- 1 150ft Life Safety Rope (Quint only)
- 1 150 Utility Rope (Quint Only)
- 4 Salvage Covers no smaller than 12X14 (2 for a Pumper)

##### Inspectable Items (Non-NFPA):

- ERG
- Insurance Card
- Fuel Card
- Binoculars
- Multi-Gas Detectors
- Medical Bags
- Extrication Equipment
- Assorted Cribbing
- K-Tool
- PPV Fans
- Power Saws
- Fuel Cans
- RIT Bags
- High rise Bundle
- Absorbent
- Broom & Shovel
- Lock out – Tag out kit
- Tool Bag
- Drill Set w. Batteries



# Staff Report – City Council Agenda Item

## Agenda Item #14

Conduct a Public Hearing and consider an ordinance annexing two parcels comprising approximately 10.16 acres, located on the east side of Toll Bridge Road, south of Shanklin Road.

### Originating Department

Planning – Bob van Til, AICP, Planning Director

### Purpose

The purpose of this item is to conduct a public hearing and consider an ordinance annexing two parcels located on the east side of Toll Bridge Road. The two parcels are:

- A 2.88-acre tract of property located in the F. Madregal Survey, Abstract 544, Bell County, Texas, Property ID # 472920, located on the east side of Toll Bridge Rd. 5235 Toll Bridge Rd. (Alford Property).
- A 7.28-acre tract of property located in the F. Madredal Survey, Abstract 544, Bell County, Texas, Property ID # 105615, located east of Toll Bridge Rd. (Unimproved Sheppard Property).

### Discussion

On October 27, 2021, the City Council approved 18 non-annexation development agreements, extending them for an additional five years.

Two parcels did not qualify for renewal because they no longer have an agricultural exemption. As a result, they are subject to annexation. The two tracts of land proposed for annexation include 2.88 acres owned by Landon and Martha Alford and 7.28-acres owned by Elizabeth Sheppard.

Both property owners are aware of the pending annexation proceedings.

These annexations are considered voluntary since the development agreement stipulates that if the conditions for non-annexation are no longer met, the property owners agree to be annexed.

Below is the voluntarily annexation process:



- On January 11, 2022, the Council approved Resolution No. 2022-01-R authorizing staff to conduct the public hearing.
- Notice of public hearing and Municipal Service Plan sent to property owners.
- Notification of public hearing sent to newspaper and posted on the City's website.
- Public hearing – February 8, 2022
- Ordinance adoption
- Notifications will be sent to service providers, such as USPS, Census Bureau, utility companies, various State Agencies (Secretary of State, State Demographer, etc.), Belton ISD, Bell County, and Bell CAD.

Following the public hearing, during the same meeting, the annexation ordinance may be approved.

Attached is a Municipal Service Plan addressing the City's commitments associated with annexation.

Non-Annexation Development Agreements allow property owners to remain in the City's ETJ only if their property is exempt in accordance with State law by being limited in use to Agricultural, Timber, or Wildlife Management. The Agreements provide an important balance of interests between the City and property owners. Properties remain outside the City while no development is planned, and while exemptions are maintained, but if development is contemplated or exemptions are lost, the City has an opportunity to evaluate annexation, given surrounding conditions.

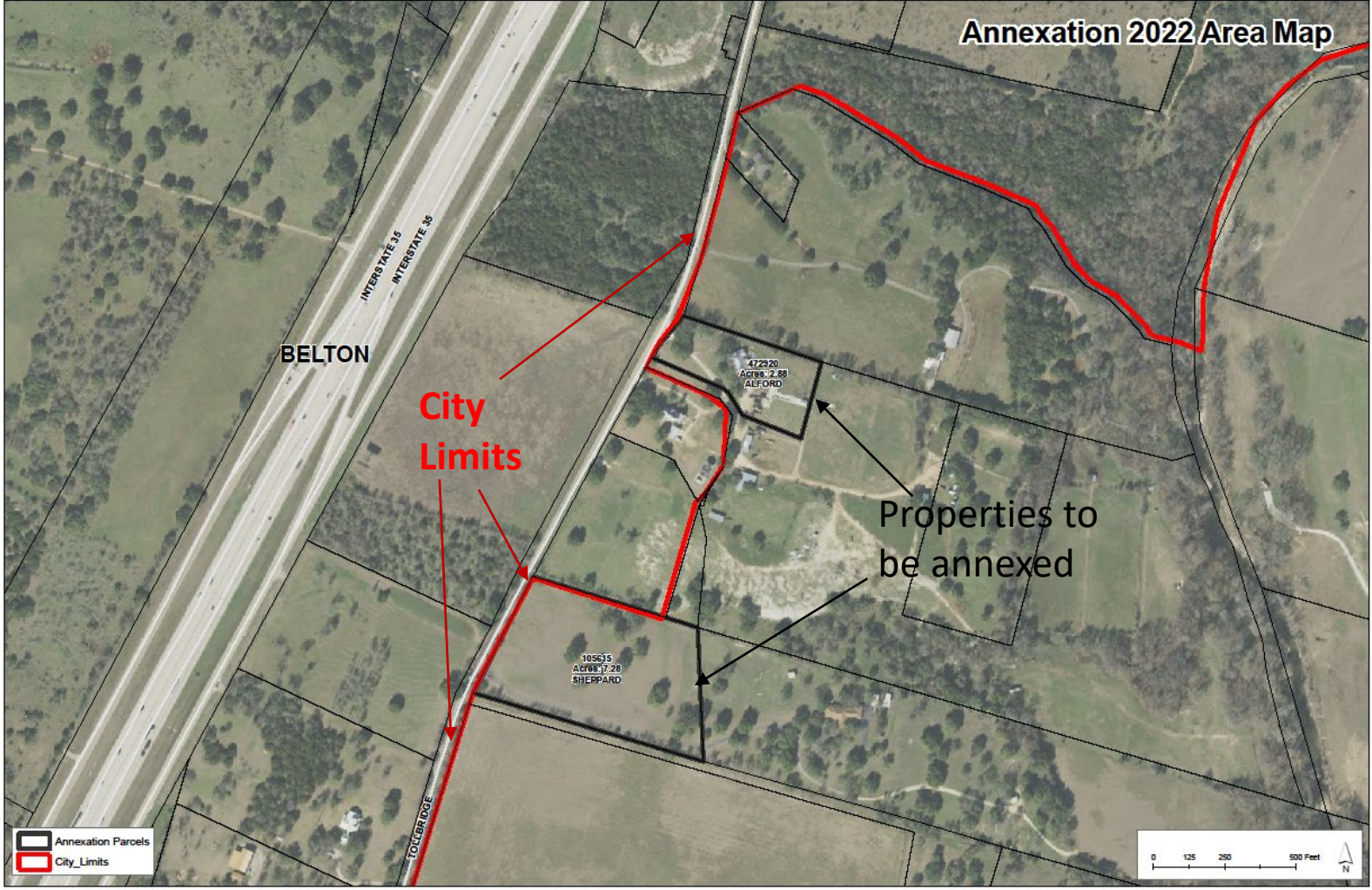
### **Recommendation**

Conduct the public hearing and approve the ordinance annexing two parcels on the east side of Toll Bridge Road.

### **Attachments**

Map of the proposed tracts of land subject to annexation  
Annexation Ordinance  
Municipal Service Plan

# Annexation 2022 Area Map





## **ORDINANCE NO. 2022-14**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF BELTON, BELL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.**

**WHEREAS**, §43.003 of the Texas Local Government Code authorizes the City of Belton, Texas, an incorporated city, to annex territory.

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Belton, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

Tract 1 - A tract of land consisting of 2.88 acres situated in the F. Madregal Survey, Abstract 554, Bell County Texas, Property ID Number 472920.

Tract 2 – A tract of land consisting of 7.28 acres situated in the F. Madregal Survey, Abstract 554, Bell County Texas Property ID Number 105615.

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

1. That the heretofore described property is hereby annexed to the City of Belton, Bell County, Texas, and that the boundary limits of the City of Belton be and the same are hereby extended to include the above described territory within the city limits of the City of Belton, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Belton and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan or agreement for the area is hereby adopted and attached as Exhibit A.

The City Clerk is hereby directed to file with the County Clerk of Bell, Texas, a certified copy of this ordinance.

**PASSED** by an affirmative vote of all members of the City Council, this the 8th day of February, 2022.

APPROVED:

\_\_\_\_\_  
Wayne Carpenter, Mayor

ATTEST:

\_\_\_\_\_  
Amy M. Casey, City Clerk



## EXHIBIT "A"

# City of Belton

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★ *Founded 1850* ★

February 8, 2022

City of Belton Municipal Service Plan for the Annexation of the following parcels of property:

Property described as a 2.88-acre tract of property located in the F. Madregal Survey, Abstract 544, Bell County, Texas, Property ID # 472920, located on the east side of Toll Bridge Rd. 5235 Toll Bridge Rd.

Property described as a 7.28-acre tract of property located in the F. Madredal Survey, Abstract 544, Bell County, Texas, Property ID # 105615, located east of Toll Bridge Rd.

In accordance with State law, the City is required to provide all areas subject to annexation with a Service Plan. The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

**Police Protection.** Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

**Animal Control.** The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

**Fire and Emergency Medical Service (EMS) Protection.** Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available. Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

**Fire Prevention.** All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

**Planning, Zoning and Development Review.** The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

**Code Compliance.** Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

**Library.** Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

**Parks and Recreation.** All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

**Streets and Drainage.** Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

**Sanitation and Recycling.** Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service. Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

**Brush Collection Services.** Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

**Water Service/Distribution.** The area proposed for annexation is located within Certificate of Convenience and Necessity of the City of Belton. Water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements, including the City's subdivision regulations, in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

**Wastewater Service/Collection.** Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

**Environmental Health.** Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health-related matters are handled for the City by the Bell County Health District.

**Services, Funding and City Policies.** All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

# 2021

## ANNUAL REPORT



# BELTON POLICE DEPARTMENT

P R E V E N T I O N   F O C U S E D

[WWW.BELTONTXAS.GOV/POLICE](http://WWW.BELTONTXAS.GOV/POLICE)

# OUR MISSION

The Belton Police Department is dedicated to providing excellent service through partnerships that build trust, reduce crime, create a safe environment, and enhance the quality of life in our community.

# STENZON CON

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THIS ANNUAL REPORT WAS PRODUCED BY THE BELTON POLICE DEPARTMENT  
PUBLICATION, EDITOR, DESIGN | CANDICE GRIFFIN | SUPPORT SERVICES MANAGER

BELTON POLICE DEPARTMENT | 2021 ANNUAL REPORT



# FROM THE CHIEF



On behalf of the men and women of the Belton Police Department (BPD), I am pleased to present the 2021 Annual Report. This report provides a snapshot of police activities during the most recent calendar year. It includes highlights of community outreach efforts, BPD staff and volunteers, and our racial profiling report. This past year continued to pose many challenges for our community as the result of the global pandemic. I am very proud of our staff for their commitment to keeping Belton safe despite some unprecedented challenges.

We see ourselves as servant guardians of this great community. We operate under a prevention focused model of community policing with servant leadership as a foundation. Belton officers and support staff are not just problem solvers. They are challenged to be problem finders to identify and prevent issues that could negatively impact the great quality of life we enjoy in Belton. We strongly believe we are successful when we have a strong community partnership built on trust, fairness, and transparency.

We are here to serve you, so please do not ever hesitate to reach out to any member of the BPD team if you ever need any assistance. I would like to express my sincere appreciation to the Belton City Council, City Manager Sam Listi, City staff, and all members of the BPD team for their efforts to maintain an outstanding quality of life in Belton. We are truly committed to providing excellent service to Belton. I look forward to seeing you in 2022 at one of our community events.



**GENE ELLIS** | CHIEF OF POLICE  
ASSISTANT CITY MANAGER



# CITY OF BELTON



This 2021 Annual Report is a testament to the hard work and dedication of the men and women of the Belton Police Department. The pictures, words and statistics contained in this report show the power of a compassionate and service oriented approach to policing—an approach that intentionally supports the quality of life that Belton residents know and expect. Officers are trained to be proactive in their approach to police work and when possible to seek to prevent crime before it occurs. To be successful with such an effort requires a community centered approach of building trust through relationships and showing professionalism at all times, including when on patrol, taking reports, assisting victims, and enforcing traffic laws.

BPD works night and day at making Belton a city where residents, business owners, and visitors feel safe and secure. Many partnerships support this effort, but among the most critical are those with the elected officials on the Belton City Council and the City Manager's office. Public safety works best in a collaborative environment where stakeholders and the community are aligned together and look out for one another. Belton is fortunate to operate under such conditions.

Please take time to consider the investment that was necessary to make these accomplishments possible. BPD expresses gratitude to those who have supported the Department over the past year. Please do not hesitate to reach out to us if you need assistance in any way.

**SAM A. LISTI | CITY MANAGER**





# CITY COUNCIL



MAYOR  
WAYNE CARPENTER



MAYOR PRO TEM  
DAVID K. LEIGH



COUNCILMEMBER  
JOHN HOLMES



COUNCILMEMBER  
DAN KIRKLEY



COUNCILMEMBER  
CRAIG PEARSON



COUNCILMEMBER  
GUY O'BANION

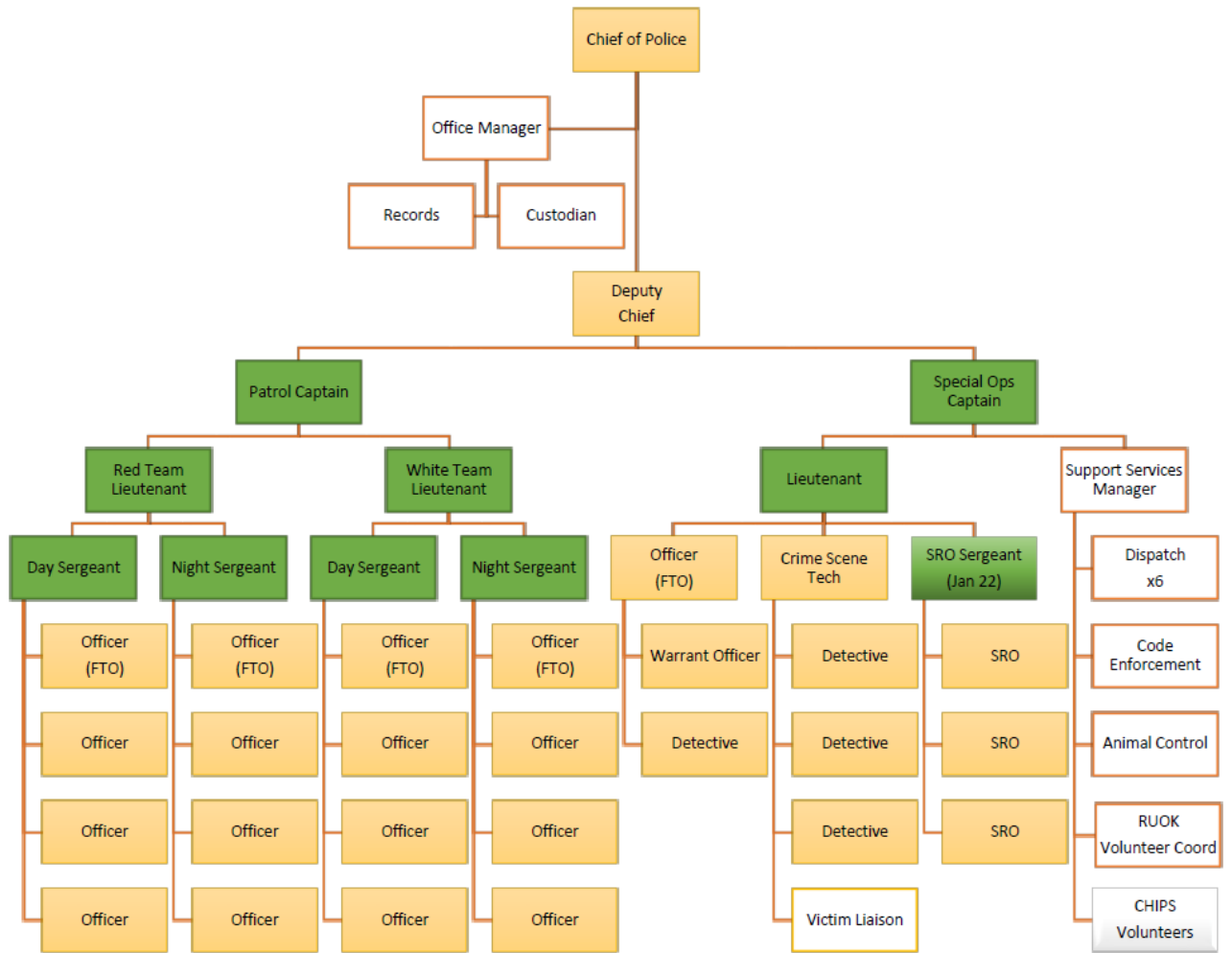


COUNCILMEMBER  
DANIEL BUCHER





# ORGANIZATIONAL CHART

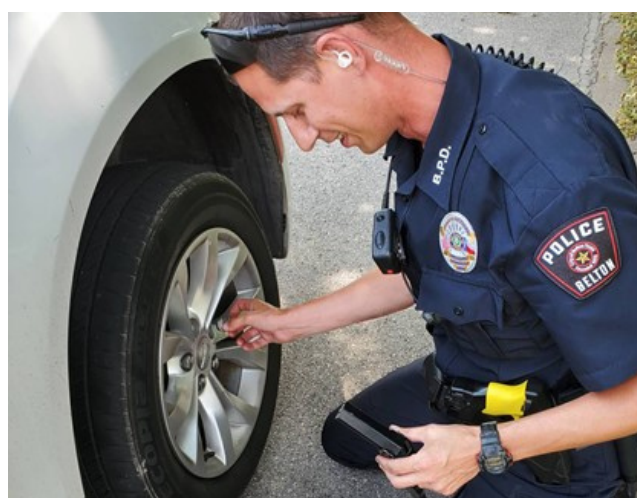


RAE ALLEN PHOTOGRAPHY



## PROTECTING A GREAT QUALITY OF LIFE FOR THOSE WE SERVE.

- BPD is Prevention Focused through proactive community policing.
- BPD is dedicated to keeping our community and roadways safe.
- BPD maintains strong relationships with stakeholders, built on trust and transparency.
- BPD values all members of our team.
- BPD is committed to creating an environment so our community can enjoy an excellent quality of life.



## CULTIVATING A SAFE ENVIRONMENT FOR OUR COMMUNITY TO THRIVE.

- Enhanced patrol of parks and trail system.
- Developed a traffic safety team.
- Expanded use of the CHIPS program for vacation watch and park patrols.
- Implemented recruitment and retention of staff strategies.
- Continued community outreach (RU OK?, NNO, CPA, YPA, Coffee with a Cop).
- Developed electronic sector newsletters.
- Expanded the E-Watch and Video Partnership programs.
- Focused on staff wellness and resiliency which included a family orientation.
- Maintained accreditation status from Texas Best Practices Recognition.
- Worked to enhance Belton's quality of life through a Prevention Focused model .

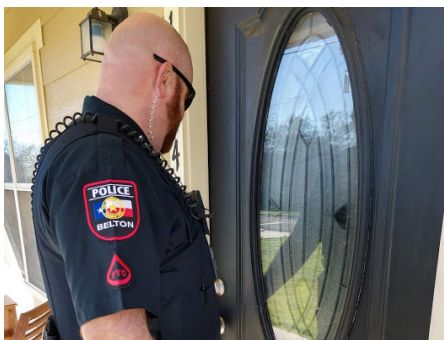
**WE WILL REMAIN PREVENTION FOCUSED TO KEEP BELTON SAFE.**



# PATROL OPERATIONS



Deputy Chief Larry Berg, a 25-year veteran of the Belton Police Department oversees two captains. The Patrol Operations Division is under the command of Captain Daniel Aguirre. He is assisted by two lieutenants and four sergeants. Patrol Operations is the main function and workhorse of BPD. Patrol responds to calls for police service, conducts preventive patrol, enforces traffic laws, conducts preliminary investigations into criminal activity, arrests criminal offenders, and seeks proactive interactions with citizens and groups. Patrol is divided into two teams; Red and White, made up of two 12-hour shifts each. Patrol is normally the first line of contact the public has with the police department. Officers responded to approximately 33,000 events in 2021.





# SUPPORT SERVICES



The Support Services Division is under the command of Captain Allen Fields. He is assisted by a lieutenant, support services manager, and a sergeant. This division is comprised of services that support the delivery of law enforcement response to citizens of Belton including: Criminal Investigations; School Resource Officers; Direct Action Response Team; Evidence Management; Police Records; Code Compliance; Communications; Personnel and Training; Reserve Officer Program; Professional Standards; RU OK? Program; CHIPS Volunteers; Community Outreach; and Accreditation. BPD prides itself in having strong relationships with the community.







**2021 TRAFFIC CRASHES**  
**1,933 TOTAL RESPONSES\***  
**422 NON-INJURY**  
**156 INJURY**  
**1 FATALITY**

**58%**  
 of our stops  
 result in  
 warnings

**2021 TRAFFIC ENFORCEMENT**  
**6,500 TRAFFIC STOPS**  
**2,729 CITATIONS**  
**3,771 WARNINGS**

\*INDICATES NON-REPORTABLE OR ASSISTED BY ANOTHER AGENCY

## SCHOOL RESOURCE OFFICERS

The School Resource Officer (SRO) Unit is a partnership between BPD and Belton Independent School District (BISD). Four BPD officers are assigned to the 11 BISD campuses in the City of Belton. This collaboration is funded both by BISD and the City of Belton. The goal of the SRO program is to promote a safe learning environment and deter distractions that jeopardize school safety. This is accomplished by proactive interaction with faculty and students, quick response to disruptions, investigation of criminal activity on campuses, and presentation of prevention programs.

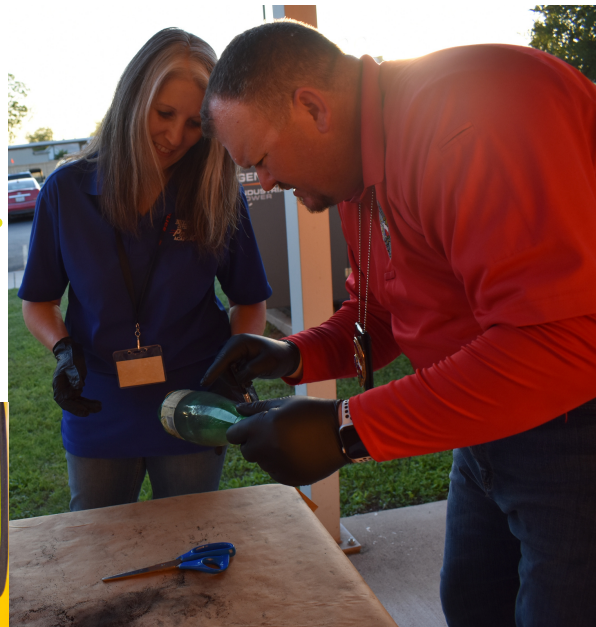




# CRIMINAL INVESTIGATIONS

The Criminal Investigations Division is staffed with four detectives, a crime scene technician, crime victim liaison, and one lieutenant. Detectives are responsible for solving crimes through follow-up investigations of criminal offenses that occur in the City of Belton. The detectives also represent Belton in multi-jurisdictional partnerships.

## CRIME SCENE



<b>Total Cases Assigned to Detectives</b>	<b>598</b>
<b>Cases Cleared</b> (arrest, exception, unfounded)	<b>301</b>
<b>Clearance Rate</b>	<b>50%</b>
<b>Value of Stolen Property</b>	<b>\$907,204</b>
<b>Recovered Stolen Property Value</b>	<b>\$240,400</b>
<b>Evidence Handled</b> (number of items)	<b>4,304</b>

## CODE COMPLIANCE

The Code Compliance Unit handles animal calls and code enforcement for the City of Belton. Two full-time staff members, who are cross-trained in these specialties, form the unit.



<b>Total Animal Calls</b>	<b>3,151</b>
<b>Total Code Enforcement</b>	<b>8,949</b>
<b>Animals Handled</b>	<b>1,276</b>
<b>High Grass</b>	<b>1,853</b>
<b>Trash &amp; Open Storage</b>	<b>3,775</b>
<b>Junk Vehicles</b>	<b>720</b>
<b>Voluntary Compliance</b>	<b>97%</b>



## FY 2022 BUDGET

Administration	\$373,780
Operations	\$3,090,620
Support Services	\$1,639,580
Animal Control	\$103,400
Code Compliance	\$80,960
<b>Total Budget</b>	<b>\$5,288,340</b>



## 2021 GRANTS & REIMBURSEMENTS



Department of Justice Bulletproof Vests	\$2,138
Area Agency on Aging (RU OK Program)	\$21,000
Victims of Crimes Act Crime Victim Liaison	\$56,494
Belton Independent School District School Resource Officers & Security	\$298,601
<b>Total Received</b>	<b>\$378,233</b>



# CALLS FOR SERVICE

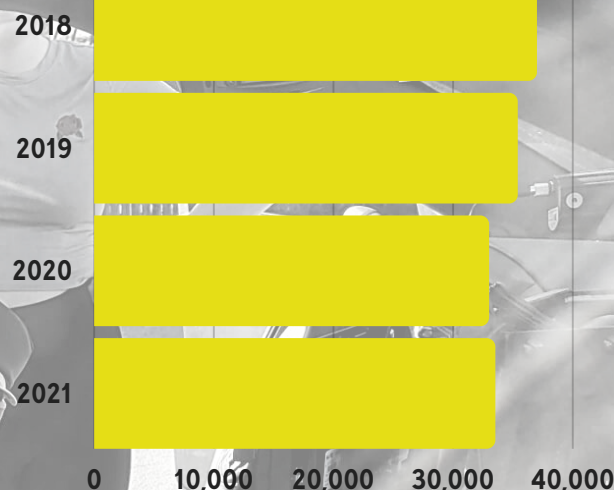
Instances when an officer responds to a request for service from a citizen or initiates contact with a citizen.

(As recorded through Bell County Communications Center)

## TOP 10 CALLS FOR SERVICE

1. 911 Calls
2. Suspicious Circumstances
3. Traffic Accidents
4. Reckless Drivers
5. Citizen Contacts
6. Welfare Concerns
7. Alarm Calls
8. Disabled Vehicles
9. Assaults
10. Animal Calls

## CALLS BY YEAR



## RESPONSE TIME IN MINUTES

**4.3**

PRIORITY 1

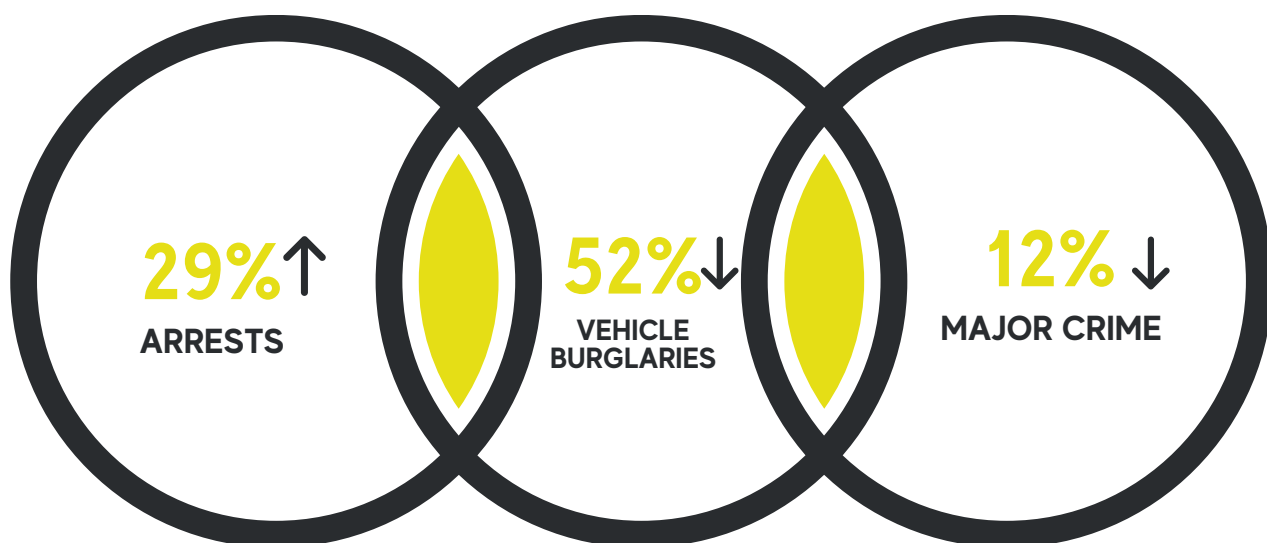
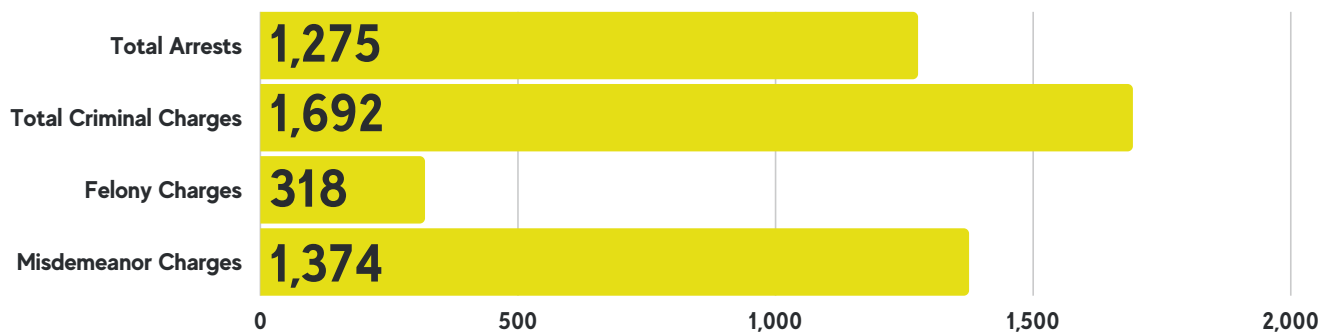
**4.0**

PRIORITY 2

**5.1**

PRIORITY 3

# 2021 ARRESTS



## MAJOR CRIME REPORT

Crime	2017	2018	2019	2020	2021
Murder	1	0	0	2	2
Sexual Assault	6	16	22	16	21
Robbery	10	14	9	7	0
Aggravated Assault	13	15	13	17	14
Burglary/Residence	43	34	31	30	20
Burglary/Building	46	44	26	26	34
Theft/Larceny	464	412	366	456	391
Auto Theft/UUMV	5	18	9	29	29
Total	588	553	476	583	511



# 2021 REPORT

# RACIAL PROFILING

## **TOTAL STOPS :** 5,945

Gender	
Female:	2,405
Male:	3,540

## **RACE OR ETHNICITY:**

Alaskan/American Indian:	19
Asian/Pacific Islander:	67
Black:	866
Hispanic/Latino:	1,237
White:	3,756

## **RACE OR ETHNICITY KNOWN PRIOR TO STOP?**

No:	5,647
Yes:	298

## **REASON FOR STOP?**

Moving traffic violation:	3,752
Pre-existing knowledge:	170
Vehicle traffic violation:	1,918
Violation of law:	105

## **LOCATION OF STOP:**

City street:	5,098
County road:	48
Private property or other:	109
State highway:	289
US highway:	401

## **WAS A SEARCH CONDUCTED?**

No:	5,412
Yes:	533

## **REASON FOR SEARCH?**

Consent:	128
Contraband:	41
Incident to arrest:	44
Inventory:	85
No search:	5,412
Probable cause:	235

## **WAS CONTRABAND DISCOVERED?**

No:	190
Yes:	343

## **DESCRIPTION OF CONTRABAND:**

Alcohol:	60
Drugs:	227
Other:	98
Stolen Property:	8
Weapons:	17

## **RESULT OF STOP:**

Arrest:	30
Citation:	1,934
Citation & Arrest:	66
Verbal Warning:	11
Written Warning:	3,838
Written Warning & Arrest:	66

## **ARREST BASED ON:**

Outstanding warrant:	25
Violation of penal code:	117
Violation of traffic law:	20

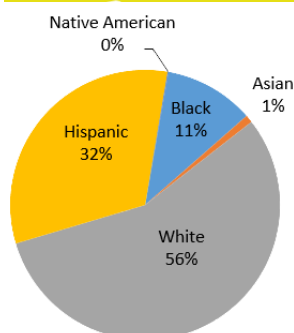
## **PHYSICAL FORCE RESULTING IN INJURY?**

No:	5,944
Yes:	1

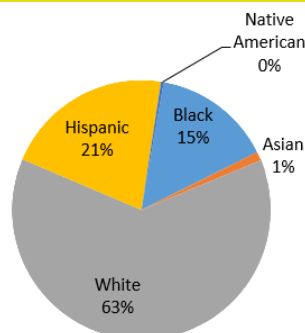
## **WAS ARREST DUE TO CONTRABAND FOUND?**

No:	100
Yes:	62

## **BELTON DEMOGRAPHICS**



## **TRAFFIC STOPS BY RACE**



The following information on traffic stops has been reported to the Texas Commission on Law Enforcement; pursuant to Texas Code of Criminal Procedure Articles 2.121 - 2.138.

# CHIPS. AND RU OK?



The Belton Citizens Helping in Police Services (CHIPS) program was formed in 2011 to expand police resources through the use of volunteers. A benefit of the program is that it deters crime through visible presence. CHIPS supplement department resources by being extra eyes and ears while patrolling parks, shopping centers, and other areas where large groups gather. CHIPS Members volunteered **4,160** hours in 2021.

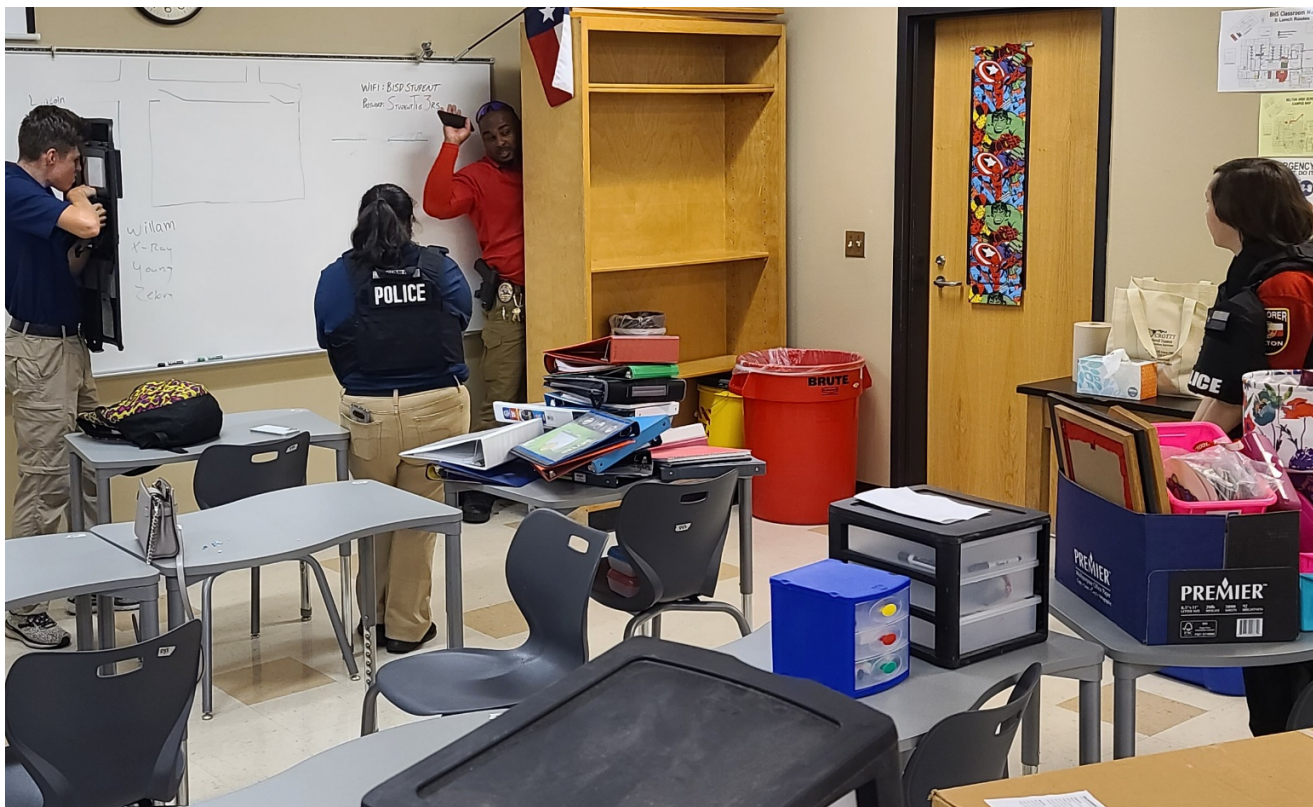
CHIPS members are graduates of our Citizens Police Academy (CPA) Program. Graduates of CPA formed a non-profit 501(c)(3) organization, the Belton Police Foundation, committed to supporting BPD initiatives and staff.

CHIPS members staff the phones for the highly successful RU OK? Program, which works to ensure safety and provide help to the elderly of Belton. RU OK? is credited with saving thirteen lives to date. The Silver Santa initiative brings Christmas joy to all of the RU OK? participants by providing wrapped gifts to each of them. Silver Santa bags were delivered to 110 RU OK? Clients in 2021.





# POLICE EXPLORERS



A Law Enforcement Explorer Post was established in Belton in 2012. The program is intended for youth who have expressed an interest in the criminal justice field as a career, age 14 (who have completed the 8th grade) to age 20. Our commitment is to improve relations between the Belton Police Department and the youth in the City of Belton. Explorers learn police work through specialized training and community service. The program allows young people to serve the community, develop leadership skills, and provides support from peers and adults during the maturing process. BPD Explorers can be seen working alongside officers at parades, community events, and Belton Tiger football games.

Belton School Resource Officers have held 10 Youth Police Academy (YPA) courses for middle school students. The goal of YPA is to build rapport between police officers and youth in our community.





# 2021 AWARDS & RECOGNITIONS

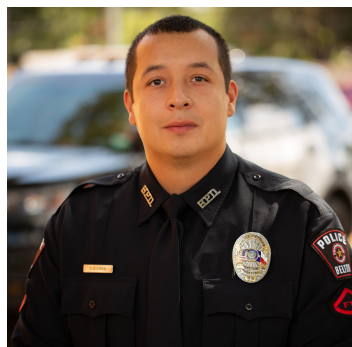
## OFFICERS OF THE QUARTER



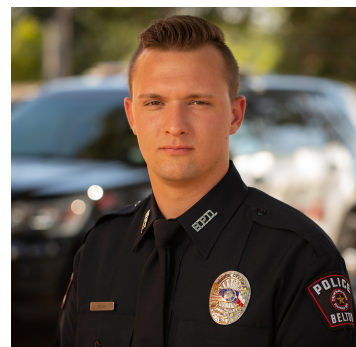
LIEUTENANT  
GLENN BENNETT



OFFICER  
ALDO GOMEZ



★ OFFICER  
MARIO GUEVARA



OFFICER  
DALTON MENIX



TELECOMMUNICATOR  
JEREL MUNIZ



OFFICER  
JACOB SCHMILE

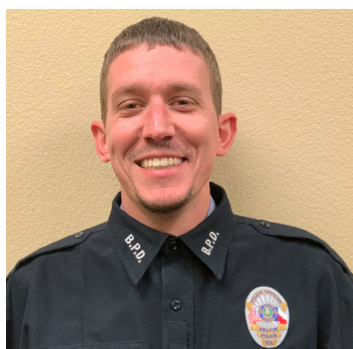


OFFICER  
CARLYN YARBROUGH

## LIFESAVING AWARDS



OFFICER  
TRAVIS LOCK



DETECTIVE  
JOSH TULLOCH



OFFICER  
JASON WIMBISH

## VOLUNTEER OF THE YEAR



FOUNDATION PRESIDENT  
CHARISSE BENNETT

## CIVILIAN OF THE YEAR



CUSTODIAN  
LARRY ROSS

## OFFICER OF THE YEAR



CAPTAIN  
ALLEN FIELDS

★ INDICATES AWARD WAS EARNED TWICE



# BELTON POLICE

## MEET THE NEWEST MEMBERS OF OUR TEAM



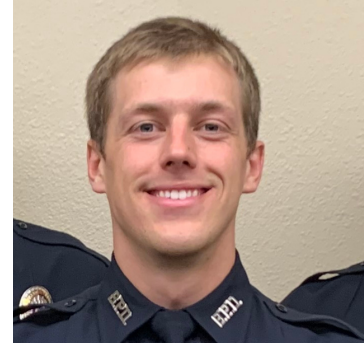
TRACI BLANCO  
CADET



CHRIS CARTER  
CADET



JENNIFER GIBSON  
CRIME VICTIM LIAISON



GRIFFIN GILES  
PATROL



ALDO GOMEZ  
PATROL



SEAN MERCER  
PATROL



BRIAN PEDRAZA  
PATROL



JESSICA VOSBURG  
PATROL

## CLERGY-POLICE PARTNERSHIP

The Belton Clergy-Police Partnership (BCPP) is a team of local pastors serving as a liaison between the police department and the community. BCPP members minister to officers and victims of crime; pray for the police department and the community; communicate community concerns directly to the Chief of Police; and provide calm during a crisis. The BPD Police Chaplain, Alton McCallum, leads the BCPP team.

## RECOGNIZED TEXAS AGENCY

The Belton Police Department became the first Bell County law enforcement agency to be accredited as a Recognized Law Enforcement Agency by the Texas Police Chiefs Association Law Enforcement Agency Best Practices Recognition Program. The recognition program evaluates compliance with 170 standards that are best practices in Texas. These standards were developed by Texas law enforcement professionals to assist agencies to efficiently and effectively serve the public and protect individual rights. They cover all aspects of law enforcement operations including use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and patrol and investigative operations. BPD was awarded Re-Recognition status in 2014 and 2018, putting it among the elite 5% of Texas law enforcement agencies.











# BELTON POLICE DEPARTMENT **RACIAL PROFILING**

2 0 2 1   R E P O R T



# Racial Profiling Report | Full

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Agency Name: BELTON POLICE DEPT.  
Reporting Date: 01/25/2021  
TCOLE Agency Number: 027202

Chief Administrator: GARY G. ELLIS

Agency Contact Information:  
Phone: (254) 933-5844  
Email: gellis@beltontexas.gov

Mailing Address:  
P. O. BOX 120  
BELTON, TX 76513

This Agency filed a full report

BELTON POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the BELTON POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the BELTON POLICE DEPT. if the individual believes that a peace officer employed by the BELTON POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the BELTON POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the BELTON POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BELTON POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Larry Berg  
Deputy Chief

Date: 01/25/2021

# Total stops: 6093

---

## Street address or approximate location of the stop

City street	4748
US highway	617
County road	36
State highway	600
Private property or other	92

## Was race or ethnicity known prior to stop?

Yes	218
No	5875

## Race / Ethnicity

Alaska Native / American Indian	21
Asian / Pacific Islander	67
Black	906
White	3817
Hispanic / Latino	1282

## Gender

<b>Female</b>	<b>2509</b>
Alaska Native / American Indian	8
Asian / Pacific Islander	23
Black	348
White	1672
Hispanic / Latino	458
<b>Male</b>	<b>3584</b>
Alaska Native / American Indian	13
Asian / Pacific Islander	44
Black	558
White	2145
Hispanic / Latino	824

## Reason for stop?

<b>Violation of law</b>	<b>129</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	23
White	74



Hispanic / Latino	30
<b>Preexisting knowledge</b>	<b>102</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	25
White	55
Hispanic / Latino	22
<b>Moving traffic violation</b>	<b>4546</b>
Alaska Native / American Indian	20
Asian / Pacific Islander	55
Black	642
White	2900
Hispanic / Latino	929
<b>Vehicle traffic violation</b>	<b>1316</b>
Alaska Native / American Indian	1
Asian / Pacific Islander	10
Black	216
White	788
Hispanic / Latino	301
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>333</b>
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	78
White	177
Hispanic / Latino	74
<b>No</b>	<b>5760</b>
Alaska Native / American Indian	19
Asian / Pacific Islander	65
Black	828
White	3640
Hispanic / Latino	1208
<b>Reason for Search?</b>	
<b>Consent</b>	<b>104</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	18
White	66

Hispanic / Latino	19		
<b>Contraband</b>	<b>24</b>		
Alaska Native / American Indian	1		
Asian / Pacific Islander	0		
Black	7		
White	10		
Hispanic / Latino	6		
<b>Probable</b>	<b>153</b>		
Alaska Native / American Indian	1		
Asian / Pacific Islander	1		
Black	44		
White	68		
Hispanic / Latino	39		
<b>Inventory</b>	<b>25</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	5		
White	16		
Hispanic / Latino	4		
<b>Incident to arrest</b>	<b>27</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	4		
White	17		
Hispanic / Latino	6		
<b>Was Contraband discovered?</b>			
<b>Yes</b>	<b>213</b>	<b>Did the finding result in arrest?</b>	
		(total should equal previous column)	
Alaska Native / American Indian	2	Yes 0	No 2
Asian / Pacific Islander	1	Yes 0	No 1
Black	53	Yes 2	No 51
White	106	Yes 1	No 105
Hispanic / Latino	51	Yes 0	No 51
<b>No</b>	<b>120</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	25		
White	71		
Hispanic / Latino	23		

<b>Description of contraband</b>	
<b>Drugs</b>	<b>141</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	40
White	70
Hispanic / Latino	31
<b>Weapons</b>	<b>8</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	4
<b>Currency</b>	<b>1</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
<b>Alcohol</b>	<b>39</b>
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	5
White	17
Hispanic / Latino	15
<b>Stolen property</b>	<b>8</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	5
Hispanic / Latino	0
<b>Other</b>	<b>48</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	12
White	27
Hispanic / Latino	8
<b>Result of the stop</b>	
Verbal warning	<b>0</b>

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Written warning</b>	<b>3903</b>
Alaska Native / American Indian	14
Asian / Pacific Islander	40
Black	579
White	2568
Hispanic / Latino	702
<b>Citation</b>	<b>2153</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	27
Black	317
White	1229
Hispanic / Latino	573
<b>Written warning and arrest</b>	<b>20</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	10
Hispanic / Latino	4
<b>Citation and arrest</b>	<b>17</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	10
Hispanic / Latino	3
<b>Arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>19</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	6
White	7
Hispanic / Latino	6
<b>Violation of Traffic Law</b>	<b>9</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	7
Hispanic / Latino	1
<b>Violation of City Ordinance</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>9</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	6
Hispanic / Latino	0

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>No</b>	<b>6093</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1282
Black	3817
White	21
Hispanic / Latino	0

**Number of complaints of racial profiling**

<b>Total</b>	<b>0</b>
<b>Resulted in disciplinary action</b>	<b>0</b>
<b>Did not result in disciplinary action</b>	<b>0</b>



Submitted electronically to the



The Texas Commission on Law Enforcement

# Belton Analysis of Traffic Stops by Race & Gender

January 1, 2021 – December 31, 2021

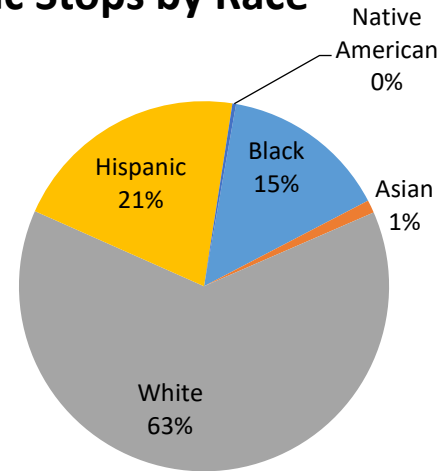
(Population: 23,054 as of July 1, 2021, per Census.gov)

## Traffic Stops

Black	866
Asian	67
White	3756
Hispanic	1237
Native American	19

**Total Stops** 5945

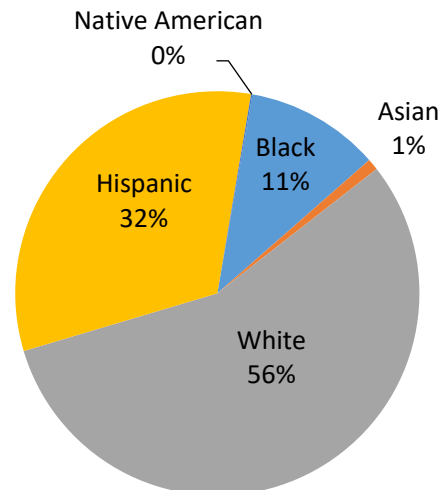
## Traffic Stops by Race



## Demographics

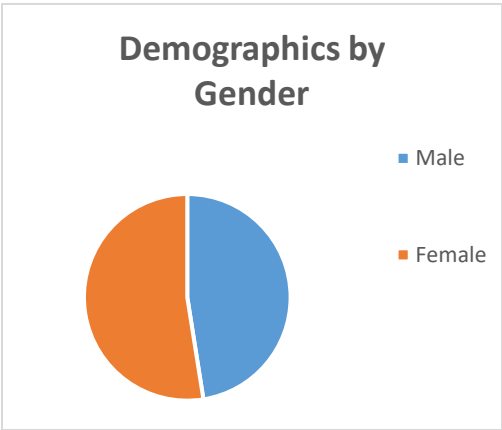
Black	10.6%
%Asian	0.9%
White	55.1%
Hispanic	31.8%
Native American	0.1%

## Belton Demographics



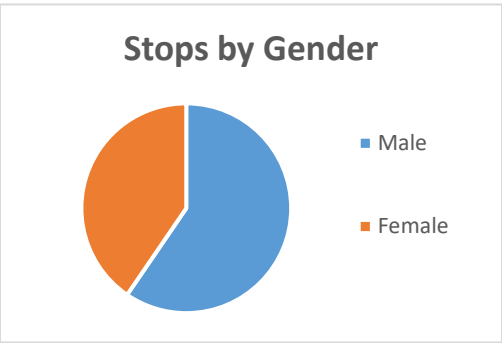
**Demographics by Gender**

Male	47.5
Female	52.5



**Traffic Stops by Gender**

Male	3540
Female	2405



**Number of complaints of racial profiling**

**Total:** 2

**Resulted in disciplinary action:** 0

**Did not result in disciplinary action:** 2

<u>Log #</u>	<u>Title</u>	<u>Date of Report</u>	<u>Disposition</u>
21-005	Racial Profiling/Harassment	03-04-2021	Exonerated
21-011	Racial Profiling	11-15-2021	Exonerated

A review of the data and the racial profiling complaints, indicates the policies, along with measures of review are working as planned. There is regular review of traffic stop videos and traffic stop data.

The difference between total stops and demographic count is not at a level to raise suspicion or call practices into question and is actually very representative of citizens and visitors to the city.

Incident Report Types by Agency as of Jan 04, 2022 for Jan 01, 2021 - Dec 31, 2021						
ORI	Agency	Total Incident Reports	Deaths	Serious Injury	Discharge of Weapon	Total Zero Reports
TX0140200	BELTON	0	0	0	0	12

National Use-of-Force Data Collection - FBI





# 2021 Annual Report

&  
*Racial Profiling Report*





# Prevention Focused Community Policing with a Foundation in Procedural Justice

- ▶ Fairness
- ▶ Impartiality
- ▶ Transparency
- ▶ Voice



*Inspecting what we expect, challenging assumptions, and never giving the appearance of consent through silence*



# Activity

## Highlights

### 2020

32,931

6,093

64%

908

2,609

1,482

Calls for Service

Traffic Stops

Traffic Warning %

Arrests

Incident Reports

Traffic Accidents

### 2021

33,379

5,945

64%

1,275

2,756

1,933



# Calls for Service

## (Events)

### Call Volumes 2021:

Busiest Day of the Week:

Busiest Hour of the Day:

Busiest Month:

Average CFS per Day:

Friday

3:00 p.m.

August

91

#### Response Time

Priority 1 = **4.3** min.



# Crime

14%



Robbery  
Agg. Assault  
Burglary Hab  
Theft  
Auto Theft

Sexual Assault  
Burglary Bldg



Murder = 2

Burglary of  
Vehicle

-52%



# Other Highlights

- ▶ DWI +10%
- ▶ Fatality Accidents -50% (1)
- ▶ Other Sex Offenses -65%
- ▶ Assaults -10%
- ▶ Mental Health (EOD) -24%
- ▶ Force Against Officers +50%





# Racial Profiling Report

Total Stops = 5,945

## Race or Ethnicity:

Black	866	15%
Asian/Pacific Is.	67	1%
White	3,756	63%
Hispanic/Latino	1,237	21%
Native American	29	.4%

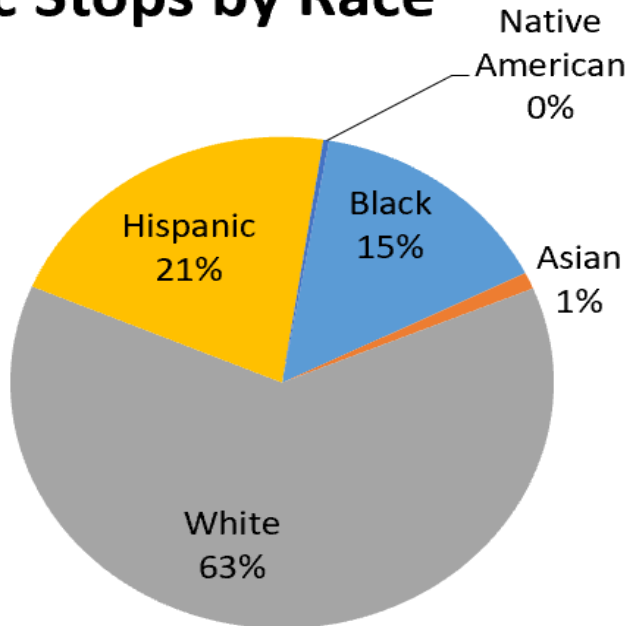
## Reason for Stop:

Violation of Law	105
Pre Existing Knowledge	170
Moving Traffic Violation	3,752
Vehicle Traffic Violation	1,918

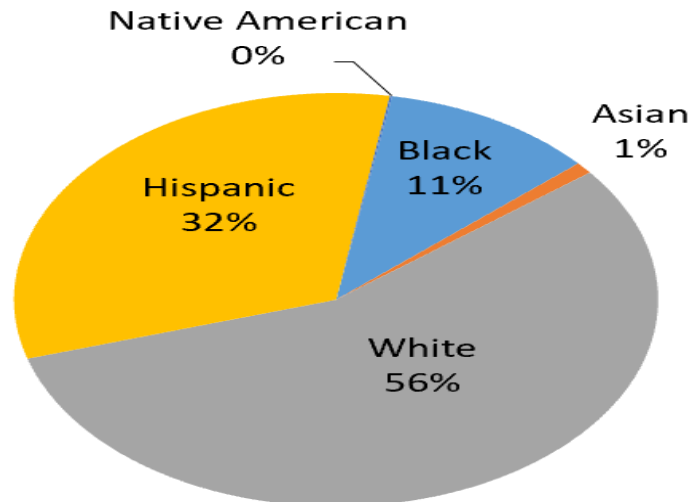
## Searches:

Percentage of Stops	8%
Contraband Found	64%

## Traffic Stops by Race



## Belton Demographics





# Traffic Contacts

## Result of Stop:

Written Warning	3,838
Citation	1,934
Warning with Arrest	66
Citation and Arrest	66

64%  
Warnings





# Code Compliance

- ▶ 8,949 Violations
- ▶ 3,151 Animal Calls
- ▶ 97% (approx.)  
Voluntary Compliance













# Staff Report – City Council Agenda Item

## **Agenda Item #16**

Receive a report on the 2022 Compensation Study and consider its implementation.

### **Originating Department**

Finance – Mike Rodgers, Director of Finance

Human Resources – Charlotte Walker, Director of Human Resources.

### **Summary Information**

Our last external compensation study was completed October 22, 2019. As part of our Strategic Plan Goals Category of Service Delivery (7b), the City will address employee compensation with a comprehensive approach. In October 2021, the City secured services with Logic Compensation Group (LCG), a consulting firm specializing in compensation studies and benefits, to perform a comprehensive compensation analysis of our current pay structure, including current salaries and positions in pay grades, along with an analysis of benefits including Civil Service assignment pay, non-civil service certification pay, and all employee vacation and sick leave practices. Our objectives were to develop a strategic approach to ensure an accurate and competitive analysis would be conducted in order to identify our strengths and weaknesses in the current relevant labor market. A customized survey document was issued to outside public sector organizations, and the market survey results were reviewed by LCG and analyzed to bring forth their Compensation Study Final Report which was completed on January 20, 2022.

### **General Findings**

**Non-Civil Service employees:** The study was conducted using our most recent employee salary data, which included up to 3% merit increases from October 2021. The survey reflected approximately 16 positions need pay grade adjustments on the City pay scale, and all position mid-points be adjusted by +5.9%. Nine positions are recommended to receive salary increases to bring their salary within at least 90% of market. In addition, adjustments were made to bring our minimum pay for all new hires will be \$14.00 per hour. The City's recommendation is that all other non-civil service employees receive a 2% increase in pay.

**Civil Service Employees:** The survey for Public Safety reflects both Police and Fire need adjustments to increase their entry level annual base pay. The City recommends Police Officer entry level base pay increase from \$48,460 to \$58,500. After adjusting for years of service, the average pay increase for all Police Officer positions will be \$10,811. The City recommends Firefighter entry level base pay increase from \$42,118 to \$52,204. After adjusting for years of service, the average pay increase for all Firefighter positions will be \$12,074. In addition, the pay scale for both Police and Fire will now reflect annual pay increases rather than biennial.

**Benefits** - The City leads the market in supplemental pay for both Fire and Police, as well as leave accruals for all City employees. Regarding medical benefits, we lead the market in employer contributions toward both health plans, contributions to HSA accounts, and payment to those employees who opt out of our medical group insurance.

The City's future priorities need to include increasing our certification and license pay for non-civil service employees and address the minimum number of hours paid to employees for being called back to work.

Belton is comparable to the market in our hiring incentives for Fire and Police positions, and various Public Works water/wastewater licenses.

To maintain the integrity of the proposed changes to our pay structure, Human Resources will continue to work with LCG over the next year in the administration and maintenance of the approved compensation plan. Measures are put in place to visit our compensation plan annually in order to meet our Strategic Plan Goal of Service Delivery.

### **Fiscal Impact**

The study could be fully implemented over a two-year period at a cost of approximately \$1,600,000. The FY 2022 Annual Budget includes \$568,670 to cover the April 2022 implementation. The City's portion of American Rescue Plan Act funding could be used in FY 2023. Each year thereafter, however, annual pay increases should be covered by recurring revenue sources, such as property and sales taxes.

Amount: \$1,600,000 over two years

Budgeted: ☒ Yes ☐ No ☐ Capital Project Funds

Funding Source(s): General Fund Pay Plan Costs Account

### **Recommendation**

Staff recommends adoption of the proposed pay plan to include adjustments to the mid-points on the non-civil service pay scale, as well as realignment of some positions on the scale. Implementation of a 2% increase for all non-civil service employees is recommended, as well as increases to the base pay for entry level Police and Fire positions, resulting in pay increases for all Civil Service employees.

### **Recommend authorizing implementation**

### **Attachments**

Logic Compensation Group Compensation Study Final Report  
Presentation

# COMPENSATION STUDY FINAL REPORT

Prepared for the City of Belton, Texas

January 20, 2022

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Logic Compensation Group (LCG) makes no warranties on the data presented in this report. While LCG has taken measures to ensure that data contained in this report has been collected, reviewed, validated, and calculated according to standard professional practice and that the content of this report is accurate, errors and omissions can occur.



## SECTION 1: STUDY OBJECTIVES

The primary objectives of the study were to conduct a compensation survey and develop systems that will assist the City of Belton (City) in recruiting and retaining the talent required to meet the City's mission, vision and goals. Specifically, the Logic Compensation Group (LCG) was asked to:

- Clarify and define the City of Belton's pay strategy to serve as a framework for the compensation survey and analysis.
- Conduct a custom compensation survey of comparable public sector organizations that align with the City of Belton's size and characteristics.
- Evaluate the custom survey data to determine whether the City of Belton's base pay rates are competitive with comparable labor markets.
- Establish a pay plan, using current internal alignment and the custom survey data, that will strengthen the City of Belton's ability to recruit and retain the talent required to fulfill its mission.
- Identify the costs associated with adopting the proposed pay system.
- Recommend a plan and methodology to maintain its pay plans at fiscally responsible and competitive levels over time.

## SECTION 2: EXECUTIVE SUMMARY

Logic Compensation Group was engaged by the City of Belton to conduct a compensation study covering approximately 170 employees in 78 job titles.

To achieve the City's desired objectives, the compensation system needs to provide for pay that is commensurate with the market. This section summarizes the three phases of the study.

### **PHASE 1 – STUDY INITIATION AND PHILOSOPHY DEVELOPMENT**

Phase I began in October 2021 with the completion of a study initiation meeting with the City's Project Team and an updated strategy clarified and defined.

Areas discussed in the Project Team meeting:

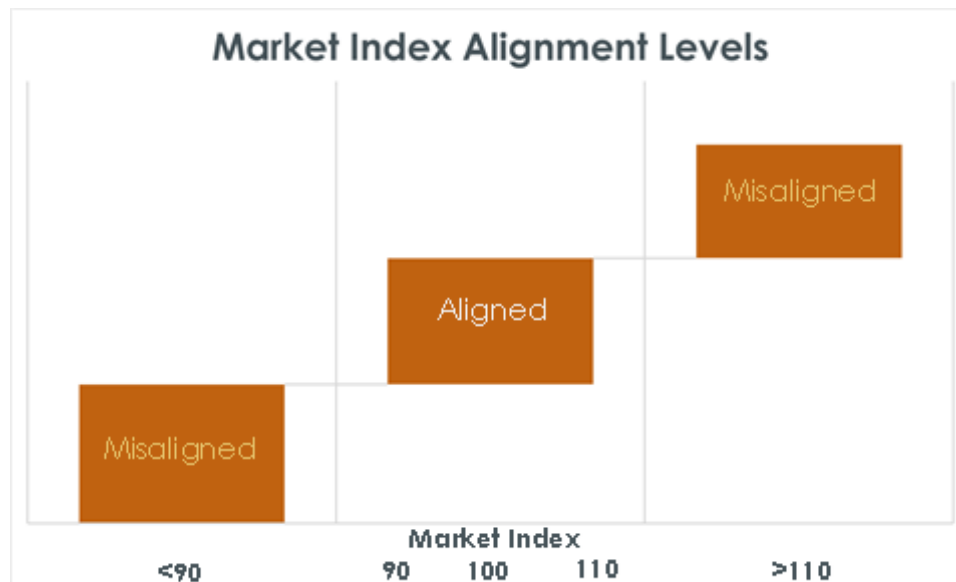
- The importance of market awareness and City competitiveness with neighboring cities for attracting and retaining the City's employees.
- The importance of retaining staff to provide the high level of service that citizens are accustomed. Balance demand for additional staff with the need to take care of existing staff as the City grows.
- The current salary administration plan is outdated and the current pay scales need updating. The City expressed a desire to reduce the number of steps for police and fire.

### **PHASE 2 - COMPENSATION STUDY**

A custom survey was developed and distributed to 20 approved comparator organizations that covered 65 benchmark jobs. The results of the market survey provided the basis for updating the City's current salary structures. The median of market actual salaries were referenced as the basis for adjusting range midpoints for the non-civil service salary structure, and the median of range minimums and maximums were referenced for the civil service structures. An open range salary structure was maintained for non-civil service, and a step structure maintained for civil service. Steps in the civil service plan now reflect annual increases rather than every other year, thereby reducing the number of years to maximum within each rank.

Jobs were then realigned to the appropriate grade based on market data results and costs to implement the salary structures' adjustments were calculated.

When comparing the City to the market, LCG utilizes a market index to represent the City's position to the market. The closer a job is to 100%, the more closely aligned the City is with the market. The further a job's market index is from 100%, the less aligned a job is with the market. A market index less than 100% indicates the City is lagging the market, while a market index greater than 100% indicates the City is leading the market. This concept is depicted below.



The survey results showed that, from an aggregate perspective, the City is very well aligned with the market for non-civil service jobs; however, civil service jobs are out of alignment with the market. The market results summary for each benchmark job are included in **Appendix B** of this report.

### **PHASE 3 – STUDY FINALIZATION**

The final phase of the study included formalizing the procedures needed to implement and maintain the updated compensation system. This process was completed in January 2022. This report summarizes the entire study.

## SECTION 3: STUDY STEPS AND RESULTS

Logic Compensation Group believes that the most successful compensation studies are those that have been developed with the active participation of the organization's staff. The updated compensation plan should complement the operating characteristics, philosophy, needs, objectives and environment of the organization.

Our approach, therefore, consisted of a series of logical and inter-related activities that provided for the City's input throughout the study. The activities and results associated with the compensation study are detailed in the following sections.

### PHASE 1: STUDY INITIATION AND PHILOSOPHY DEVELOPMENT

#### OBJECTIVE

This phase focused on managing the study relationship between Logic Compensation Group and the City of Belton, developing an understanding of the current classification and compensation systems within the City, and developing a framework that would guide the remainder of the study. This phase created a roadmap for completing the study and the parameters surrounding how the study would be conducted.

#### PROCESS & METHODOLOGY

During the study initiation phase of the study, LCG collected and reviewed a variety of documents related to the City's classification and compensation programs, including: current job descriptions, policies and procedures, an employee census, organizational charts, and results of the 2019 compensation study. Following the review of these materials, LCG met with the City's designated Project Team which consisted of the following individuals:

Charlotte Walker	Director of Human Resources & Civil Service
Sam Listi	City Manager
Gene Ellis	Assistant City Manager
Mike Rodgers	Director of Finance
Rebekah Phillips	Senior HR Generalist
Megan Odiorne	Senior Accountant

The purpose of the meeting was to:

- Review and discuss the City's current classification and compensation programs;
- Identify what is working well and where there are areas of opportunity;

- Identify prospective comparator organizations; and
- Identify metrics to utilize in determining the City of Belton's level of market competitiveness.

---

## OUTCOMES & DELIVERABLES

Following the review of materials and meetings with the City's Project Team, the following deliverables were completed and provided to the City:

1. Proposed timeline for completion of the study.
2. Development of a market survey instrument that detailed the comparator organizations, pay and benefit items to be collected, and benchmark jobs to include in the survey.
3. Development of a graphic and document detailing the compensation philosophy and supporting strategies, including the survey data analysis methodologies to be employed. This document provides the framework for the study.

Deliverables identified in items 1, 2 and 3 above are provided in **Appendix A**.



## PHASE 2: COMPENSATION AND BENEFITS STUDY

### OBJECTIVE

To gain information about the salary levels of comparable positions in organizations with whom the City of Belton competes for talent, market data were collected and analyzed. Logic Compensation Group conducted a salary survey covering 65 benchmark jobs.

### PROCESS & METHODOLOGY

#### **TASK 1: Compiled and Analyzed City Market Data**

The purpose of the market collection and analysis phase of the compensation study was to collect and analyze market data from the municipalities that the City competes with for qualified personnel.

##### **1.1. Identified Benchmarks and Comparator Organizations**

Logic Compensation Group worked with the Project Team and determined that market data would be collected for 65 current jobs at the City, which are listed in **Appendix A**. Data compiled for these benchmark jobs were utilized to develop and establish proposed salary structure(s) for the City.

Comparator organizations from which to request market data were identified as having similar recruitment markets for the City's benchmark jobs.

Logic Compensation Group invited 20 organizations to participate in the survey. These organizations are categorized in the table on the next page according to whether they participated in the survey or did not respond. This report contains data from the 18 participating organizations, which reflects an overall 90% response rate for the survey.

### Invited Organizations

Participant	No Response
City of Buda	City of Denison
City of Burleson	City of Marshall
City of Copperas Cove	
City of Corinth	
City of Corsicana	
City of Gatesville	
City of Georgetown	
City of Harker Heights	
City of Hewitt	
City of Huntsville	
City of Hutto	
City of Killeen	
City of Leander	
City of Taylor	
City of Temple	
City of Waco	
City of Watauga	
City of Waxahachie	

**Participation Notes:**

Data from organizations in orange font were researched by LCG based on information provided directly from the organization. Benchmarks were matched using job descriptions available on the organization's website or provided by the organization, and matches were confirmed by the organization.

Demographic information was collected from each organization. A summary of this information is shown in a table in **Appendix A**.

## 1.2. Survey Data Collection & Analysis

LCG, in consultation with the City's Project Team, developed a customized survey instrument that was distributed to the comparator organizations. To assist comparator organizations in determining appropriate job matches based on duties and responsibilities rather than title, the survey instrument contained job summaries and a description of required minimum qualifications for each benchmark job.

The survey instrument asked for the following from each comparator organization for each benchmark job:

- Organization's Job Title
- FLSA Status
- Number of Hours Worked per Year (Corresponding to Reported Salary)
- Number of Incumbents
- Average Time in Position
- Actual Salaries
- Salary Range Information

Upon receipt of all completed participant surveys, LCG performed the following activities to ensure data integrity and the appropriate matching of jobs by comparator organizations:

- Reviewed all data supplied by comparator organizations.
- Adjusted salary data based on annual hours worked consistent with Belton.
  - 2,920 for Fire except for Fire Marshal and Assistant Fire Chief
  - 2,080 for other jobs
- Performed outlier analysis to identify any extreme data.
- Performed follow-ups with comparator organizations to clarify any questions regarding data submitted.

## 1.3. Data Adjustments

**Geographic Adjustments:** Because labor markets can vary within a geographic area, LCG applied geographic differentials to each organization's data to normalize the data to Belton, Texas. This is standard compensation practice to account for variation in labor markets among a given set of comparators. Geographic pay differentials are market-driven pay variations between geographic locations. Whereas cost of living is impacted by external factors that organizations cannot control, the cost of labor is impacted by supply-and-demand of labor. Geographic differentials are a tool to create equitable compensation across labor markets. The application of differentials removes any distortions caused by either

higher or lower paying entities in other labor markets. Just as non-current data are aged forward to be effective for a current point in time, data should be adjusted to reflect cost of labor differences between geographic areas in order to gauge the true market value.

Geographic differential figures, or cost of labor differentials, were collected by referencing the Economic Research Institute's (ERI) Geographic Difference Reference Report and are current as of October 1, 2021. These geographic differential figures reflect the City of Belton's cost of labor differentials compared to each location. For example, data for the City of Huntsville were adjusted by 101.2% to equate to Belton, TX. The geographic differential adjustment applied based on the participating organization's location is shown in a table in **Appendix A**. Note, most locations in ERI have a geographic differential associated with that location name. However, for less populous locations, ERI reports the geographic differential by the location's zip code and the location name that is nearest to that zip code. For this reason, some of the comparators below include both the zip code and the location that ERI corresponds to that zip code. For example, ERI associates Gatesville's zip code of 76528 with the location of Killeen.

**Outlier Adjustments:** An outlier analysis was conducted to review data points that fall outside three standard deviations of the mean of the pay range midpoint. Twenty-three datapoints were eliminated as a result of this analysis.

#### 1.4. Prepared Market Report

Following the quality checks and data adjustments, an assessment of how the City compared to the market was performed and market data sheets detailing the individual data compiled from comparator organizations for each benchmark job were provided under separate cover to the City. The submission of the market data sheets to the City allowed for an internal review of the data and served as an additional step in the validation and quality control process. A summary report showing the overall market data results was also prepared and delivered under separate cover to the City. The market results summary for each benchmark job are included in **Appendix B** of this report.

As is consistent with professional standards of compensation practice, LCG requires a minimum of five valid data points to be reported for a benchmark in order to make comparisons with and draw conclusions from market data. Using a minimum of five data points ensures a more reliable representation of the variability that exists within the selected comparator market and complies with Federal anti-trust safety zone guidelines. Four benchmarks did not receive the minimum number of five valid responses, which is reflected in the summary comparison with "N/A" in the market data fields.

## 1.5. Comparison of Current City Pay to Market Pay

For purposes of this study, the market comparison point is the market median. The median figure represents the point where 50% of the rates are below the median and 50% of the rates are above the median and aligns with the City's compensation strategy to match the market.

Using actual salaries as the comparison point represents where employees are actually paid in the market and is indicative of where the City would need to establish its midpoints to have ranges that would competitively attract and retain talent. This would enable the City to pay below and above that midpoint to hire and retain employees according to experience and performance. Therefore, the midpoints of an organization's ranges are also commonly compared against market actual salaries to determine if an organization's ranges are competitive enough to attract and retain employees with varying levels of experience and performance in jobs assigned to those ranges.

Actual salaries were the focus for the non-civil service jobs, but for civil service jobs, salary ranges were the primary focus to ensure competitive hiring rates for entry level Firefighters and Police Officers. The market index for these comparators for both non-civil service and civil service are outlined below.

Market Index	City Midpoint vs. Market 50 <sup>th</sup> Actual Salary	City Minimum vs. Market Minimum
Non-Civil Service	94.1%	n/a
Civil Service - Fire	n/a	81.7%
Civil Service - Police	n/a	91.9%

## 1.6. Comparison of Current City Pay Practices and Benefits to Market

Tables are provided in **Appendix D** that summarize the market responses to the pay practice and benefits items surveyed. In the areas where fewer than five organizations responded, while the average is noted in order to provide information, it is indicated as such that it's based on a small number of organizations. Discretion is recommended in referencing the



figures in those situations. The City of Belton leads the market in several areas and lags the market in a few areas as outlined below.

Areas where the City leads the market:

- ✓ Supplemental pay for police and fire
- ✓ Vacation leave accrual for longer term employees (>20 years) for exempt and non-exempt employee groups
- ✓ Vacation leave accrual for all Fire service categories
- ✓ Vacation leave accrual for Police at 15 and more years of service categories
- ✓ Vacation leave carry over for all employee groups
- ✓ HMO & HDHP Employer contributions
- ✓ Contribution amounts to HSA
- ✓ Benefits plan opt-out payments

Areas where the City lags the market

- ✓ Payment for licenses such as Irrigation, Pesticide, HVAC, Stormwater Inspection, and licensed electrician and plumber.
- ✓ Minimum number of hours employees paid when called back to work (minimum of 2 hours are paid in the market for being called back regardless of how much time actually worked)

Areas where the City is *comparable* to the market

- ✓ Hiring Bonuses/Incentives for Police Officer and Firefighter jobs
- ✓ Wastewater Treatment Operators A through C, and Wastewater Collection Operators Class II and III
- ✓ Sick leave accrual for all employee groups

## **TASK 2: Salary Structure Updates and Cost of Implementation**

Logic Compensation Group applied the labor market survey data to determine necessary adjustments to the City's salary structures. The salary structure models and cost implementation models have been provided separately in a workbook to the City and the salary structure models are also exhibited in this report. The cost implementation models estimate the costs to implement the proposed salary structure adjustments. Estimated costs are solely attributable to base pay and exclude any associated benefits costs, legally required payments, overtime, supplemental or certification pay or other applicable pay items.

Based on discussion and agreement with the Project Team, the following outlines the parameters of each new structure.

### **Non-Civil Service Salary Structure and implementation Cost:**

Current midpoints were adjusted by 5.9%, which is the overall market index difference of City midpoints compared to market actual salaries. Range minimums and maximums were calculated with 50% range spreads which maintains the City's current 'width' of a range that employees move through their range. Because of the length of the non-civil service structure, it is shown in **Appendix C**.

Grade adjustments were recommended based first on those jobs where current midpoint is considered *significantly* misaligned meaning the market index is less than 85%. This resulted in four jobs requiring grade adjustment(s):

1. City Manager
2. Director of Economic Development
3. Director of Planning
4. Director of Public Works

Secondly, grade adjustments were recommended based on those jobs where the current midpoint is considered *misaligned* (market index less than .90). This resulted in twelve jobs reflecting grade adjustment(s):

1. Executive Administrative Assistant
2. Accounting Technician
3. Director Finance
4. Director Human Resources
5. Building Official
6. GIS Analyst
7. Office Manager
8. Building Superintendent
9. Mechanic
10. Senior Maintenance Technician
11. Water/Wastewater Superintendent
12. Fire Chief

Further grade adjustments were applied to the Chiefs to alleviate compression between those positions and their preceding rank.

In addition, the Project Team also wanted to ensure that current employees in jobs that were paid below a minimum of \$14 per hour for Custodian II and Library Clerk I, and \$14.50 per hour for Maintenance Technician I, were increased to those respective amounts.

For these specific grade alignments that were made as outlined above, the cost was calculated to update any individuals who are now below their respective range minimum to bring them to the new range minimum, and to ensure a minimum wage for part-time individuals. This cost amounts to \$35,629, or 0.7% of current payroll (we reference as Scenario 1).

For jobs where insufficient market data existed, internal alignment was reviewed to determine whether their current placement appeared appropriate. No changes were made to the internal alignment for these jobs.

LCG also recommended individual salary increases for those individuals where their job's actual salary is significantly misaligned with market to get them within at least a market index of .90. Of the nine individuals where this occurred and LCG reviewed, two were recommended for further adjustments. Two were already adjusted sufficiently in the job grade alignment adjustment, and five were new in the position which may account for their lower salary. No adjustment was made at this time but these positions are identified below for the City to determine if further increases are warranted.

1. Water/Wastewater Superintendent (further adjusted from grade alignment)
2. Street Superintendent (2 years in position)
3. Recreation Coordinator (new in position)
4. Mechanic (new, but adjusted in grade alignment change)
5. Building Superintendent (6 months, and is in new recommended grade)
6. Administrative Assistants (both new)
7. Director Planning (new, but adjusted in grade alignment change)
8. Accounting Technician (1 year in position)
9. Director of Economic Development (further adjusted from grade alignment)

The cost to adjust individual salaries for those individuals where their actual salary is significantly misaligned with market to get them to a minimum of a Market Index of 90% is \$16,244, or 0.3% of current payroll (we reference as Scenario 2).

Lastly, given that the initial cost of implementing the new salary structure is minimal, LCG calculated the cost if every employee received at least a 2% increase with this structure update. However, the following considerations were made in this calculation.

- In the Scenario 1 cost calculation, the amount of those currently paid over their respective range maximum was identified, and therefore, employees over the range maximum did not receive this 2% salary increase.
- Also, employees that already received at least a 2% increase in the Scenario 1 and 2 adjustments did not receive an additional 2%.

- If an individual previously received an adjustment of only 1.2% increase, in this scenario they would receive an additional .8% increase to receive at least a 2% increase.
- The cost to adjust all individual salaries by at least 2% is \$87,504, or 1.7% of current payroll (we reference as Scenario 3).

The summary of the three implementation scenarios are outlined below and each scenario is outlined by section in the non-civil service (non-CS) cost implementation sheet of the Structures and Cost Implementation workbook that was provided under separate cover.

Scenario	Dollar Amount	% of Current Payroll
Scenario 1: Minimum Grade Alignment Adjustment	\$35,629	0.7%
Scenario 2: Salary Alignment Adjustment Option	\$16,244	0.3%
Scenario 3: 2% Salary Increase Adjustment Option	\$87,504	1.7%
<b>Total:</b>	<b>\$139,377</b>	<b>2.6%</b>

## **Civil Service Salary Structures and Implementation Costs:**

For both Fire and Police structures, the steps now become annual steps rather than every other year. Annual increases are a market best practice approach to salary administration. A crosswalk to reference current rank level to new rank level (which are now called steps) is provided in the structure and cost implementation workbook for both Fire and Police.

Based on discussion with the Project Team, LCG maintained certain parameters of the structures such as maintaining overlap in the fire structure, and maintaining consistent rank differences in both structures.

The combined cost to adjust all fire and police individuals to their corresponding rank is \$859,679, or 24% of current payroll. The new rank indications and costs to implement are outlined in the civil service (CS) cost implementation sheet of the Structures and Cost Implementation Workbook.

The civil service structures are shown below and on the following pages.

### *Fire Structure*

LCG adjusted the fire structure by the market minimum amount for the Firefighter which is the first rank and for the Assistant Chief rank which is the top rank and maintained pay range differences for ranks in between the top and bottom. For those ranks in between, LCG attempted to reference each rank's individual market rate, but that resulted in inadequate differences between ranks, which would cause compression issues between pay ranges.

- The Firefighter starting rate reflects the market minimum and 2.5% annual step increases are calculated until the top step, step 11 (10 steps in the pay range).
- For the starting rate of Driver/Operator (starts at step 2), an amount equaling 12.5% (current rank difference) above the minimum of step 2 Firefighter was utilized, and 2.5% annual step increases are calculated (9 steps in the pay range).
- For the starting rate of Lieutenant (starts at step 3), an amount equaling 12.5% (current rank difference) above the minimum of step 3 Driver/Operator was utilized, and 2.5% annual step increases are calculated (8 steps in the pay range).
- For the starting rate of Captain (starts at step 5), an amount equaling 12.5% (current rank difference) above the minimum of step 5 Lieutenant was utilized, and 2.5% annual step increases are calculated (7 steps in the pay range).
- The Assistant Fire Chief starting rate reflects the market minimum, and 2.5% annual step increases are calculated (6 steps in the pay range). This results in similar rank increases as currently exists.



The cost to adjust all sworn fire employees to their corresponding rank level (current rank level to new step level) within the new structure is \$351,863, or 24.5% of current fire payroll.

**CITY OF BELTON**  
**2022 Fire Department Pay Scale**

Position	24 Hour Shift		Step %	Step \$
	Annual	Hourly		
<b>Firefighter</b>				
Step 1	\$ 52,204	\$ 17.878		
Step 2	\$ 53,509	\$ 18.325	2.5%	\$ 0.447
Step 3	\$ 54,847	\$ 18.783	2.5%	\$ 0.458
Step 4	\$ 56,218	\$ 19.253	2.5%	\$ 0.470
Step 5	\$ 57,623	\$ 19.734	2.5%	\$ 0.481
Step 6	\$ 59,064	\$ 20.227	2.5%	\$ 0.493
Step 7	\$ 60,540	\$ 20.733	2.5%	\$ 0.506
Step 8	\$ 62,054	\$ 21.251	2.5%	\$ 0.518
Step 9	\$ 63,605	\$ 21.783	2.5%	\$ 0.531
Step 10	\$ 65,195	\$ 22.327	2.5%	\$ 0.545
Step 11	\$ 66,825	\$ 22.885	2.5%	\$ 0.558
<b>Fire Driver/Operator</b>				
Step 2	\$ 60,197	\$ 20.616		
Step 3	\$ 61,702	\$ 21.131	2.5%	\$ 0.515
Step 4	\$ 63,245	\$ 21.659	2.5%	\$ 0.528
Step 5	\$ 64,826	\$ 22.201	2.5%	\$ 0.541
Step 6	\$ 66,447	\$ 22.756	2.5%	\$ 0.555
Step 7	\$ 68,108	\$ 23.325	2.5%	\$ 0.569
Step 8	\$ 69,811	\$ 23.908	2.5%	\$ 0.583
Step 9	\$ 71,556	\$ 24.505	2.5%	\$ 0.598
Step 10	\$ 73,345	\$ 25.118	2.5%	\$ 0.613
Step 11	\$ 75,178	\$ 25.746	2.5%	\$ 0.628
<b>Fire Lieutenant</b>				
Step 3	\$ 69,415	\$ 23.772		
Step 4	\$ 71,151	\$ 24.367	2.5%	\$ 0.594
Step 5	\$ 72,929	\$ 24.976	2.5%	\$ 0.609
Step 6	\$ 74,753	\$ 25.600	2.5%	\$ 0.624
Step 7	\$ 76,621	\$ 26.240	2.5%	\$ 0.640
Step 8	\$ 78,537	\$ 26.896	2.5%	\$ 0.656
Step 9	\$ 80,500	\$ 27.569	2.5%	\$ 0.672
Step 10	\$ 82,513	\$ 28.258	2.5%	\$ 0.689
Step 11	\$ 84,576	\$ 28.964	2.5%	\$ 0.706
<b>Fire Captain</b>				
Step 5	\$ 82,046	\$ 28.098		
Step 6	\$ 84,097	\$ 28.800	2.5%	\$ 0.702
Step 7	\$ 86,199	\$ 29.520	2.5%	\$ 0.720
Step 8	\$ 88,354	\$ 30.258	2.5%	\$ 0.738
Step 9	\$ 90,563	\$ 31.015	2.5%	\$ 0.756
Step 10	\$ 92,827	\$ 31.790	2.5%	\$ 0.775
Step 11	\$ 95,148	\$ 32.585	2.5%	\$ 0.795
Step 12	\$ 97,526	\$ 33.399	2.5%	\$ 0.815
<b>Asst. Fire Chief (2080 hours)</b>				
Step 7	\$ 91,853	\$ 44.160		
Step 8	\$ 94,149	\$ 45.264	2.5%	\$ 1.104
Step 9	\$ 96,503	\$ 46.396	2.5%	\$ 1.132
Step 10	\$ 98,915	\$ 47.555	2.5%	\$ 1.160
Step 11	\$ 101,388	\$ 48.744	2.5%	\$ 1.189
Step 12	\$ 103,923	\$ 49.963	2.5%	\$ 1.219
Step 13	\$ 106,521	\$ 51.212	2.5%	\$ 1.249

## Police Structure

LCG adjusted the police structure by first referencing the market minimum amount for the Police Officer step 1. In referencing the City's closest competitors (the adjacent cities) resulted in too large of a cost for the City to implement at one time, so the goal became to achieve the desired level of competitiveness utilizing a multi-year implementation strategy. The multi-year approach would result in a starting rate for entry level Police Officers of \$58,500 in upcoming fiscal year and in subsequent fiscal years the rate will rise based upon the recommended cost of labor increases. This approach will allow the City to achieve greater alignment with the organizations closest in proximity to the City. For the other ranks, the overall market maximums were referenced for the top step of each rank. (LCG attempted to reference the market minimum for each rank throughout the structure, but that reference resulted in inadequate differences between ranks, which would result in compression between ranks).

No overlap exists from the highest level of a particular rank to the beginning of next level rank (as does the fire structure), but the differences from moving to one rank from another do vary rather than by a fixed amount across all ranks as currently exists. The movement from Captain to Deputy Chief is the biggest movement, reflecting approximately 5% rank increase, which is what the current rank increases reflect. Movement between the Police Officer to Sergeant, and from Sergeant to Lieutenant, and again from Lieutenant to Captain are smaller, but reflect at least a 2.5% step increase.

Range spreads are wider (with more steps) at the Police Officer and Sergeant ranks to accommodate more room for pay movement and growth through these ranks. There are fewer steps for leadership ranks as is typical in the market.

- The Police Cadet's rate reflects market median actual salary of \$45,000 as only one organization reported a salary range for this role.
- The Police Officer step 1 starting rate reflects a market minimum of \$58,500, and 2.5% step increases are calculated for each year until the top step, step 10 to accommodate long-term officers that stay in that rank for their career.
- For Sergeant, the overall market maximum was referenced for the top step and then calculated backwards at 2.5% step increments to arrive at the number of steps in the rank where no compression could occur between the Sergeant rank and Police Officer rank.
- For Lieutenant, Captain & Deputy Chief, the market maximum was referenced for the top step and then calculated backwards at 2.5% step increments to arrive at 5 steps within the rank.

- The Captain level was recently added to the current structure and is the only rank within police that is competitive with market, thus causing issues and variation for consistent alignment and direct market reflection between the Lieutenant, Captain, and Deputy Chief.

The cost to adjust all civil-service police incumbents to their corresponding rank level (current rank level to new step level) is \$507,815, or 23.7% of current police payroll.

**CITY OF BELTON**  
**2022 Police Department Pay Scale**

Position	40 Hour Week		Step %	Step \$
	Annual	Hourly		
Cadet	\$ 45,000	\$21.635		
Step 1	\$ 58,500	\$28.125		
Step 2	\$ 59,963	\$28.828	2.5%	\$ 0.703
Step 3	\$ 61,462	\$29.549	2.5%	\$ 0.721
Step 4	\$ 62,998	\$30.288	2.5%	\$ 0.739
Step 5	\$ 64,573	\$31.045	2.5%	\$ 0.757
Step 6	\$ 66,187	\$31.821	2.5%	\$ 0.776
Step 7	\$ 67,842	\$32.616	2.5%	\$ 0.796
Step 8	\$ 69,538	\$33.432	2.5%	\$ 0.815
Step 9	\$ 71,277	\$34.268	2.5%	\$ 0.836
Step 10	\$ 73,058	\$35.124	2.5%	\$ 0.857
<b>Police Sergeant</b>				
Step 1	\$ 75,632	\$36.362		
Step 2	\$ 77,523	\$37.271	2.5%	\$ 0.909
Step 3	\$ 79,461	\$38.202	2.5%	\$ 0.932
Step 4	\$ 81,448	\$39.158	2.5%	\$ 0.955
Step 5	\$ 83,484	\$40.136	2.5%	\$ 0.979
Step 6	\$ 85,571	\$41.140	2.5%	\$ 1.003
<b>Police Lieutenant</b>				
Step 1	\$ 88,285	\$42.445		
Step 2	\$ 90,492	\$43.506	2.5%	\$ 1.061
Step 3	\$ 92,754	\$44.593	2.5%	\$ 1.088
Step 4	\$ 95,073	\$45.708	2.5%	\$ 1.115
Step 5	\$ 97,450	\$46.851	2.5%	\$ 1.143
<b>Police Captain</b>				
Step 1	\$ 99,971	\$48.063		
Step 2	\$ 102,470	\$49.264	2.5%	\$ 1.202
Step 3	\$ 105,032	\$50.496	2.5%	\$ 1.232
Step 4	\$ 107,658	\$51.758	2.5%	\$ 1.262
Step 5	\$ 110,349	\$53.052	2.5%	\$ 1.294
<b>Deputy Chief of Police</b>				
Step 1	\$ 115,935	\$55.738		
Step 2	\$ 118,834	\$57.132	2.5%	\$ 1.393
Step 3	\$ 121,805	\$58.560	2.5%	\$ 1.428
Step 4	\$ 124,850	\$60.024	2.5%	\$ 1.464
Step 5	\$ 127,971	\$61.525	2.5%	\$ 1.501



### TASK 3: Guidelines for Structure and Pay Administration

Given that market compensation levels exceed current City compensation levels for civil service, implementation may need to be phased in over more than one year, depending on the financial situation of the City. If at all possible, LCG does not recommend extending the phase-in period beyond two years, as by the third year the market will have changed, which could result in the City's pay structures lagging the market once again.

The City may wish to apply discretion in some instances to account for performance and tenure that have not been implemented in the past or accounted for in our implementation models. However, this situation can cause issues with employees feeling like they have not been treated fairly or in alignment with implementation strategies. The preferred implementation methodology would be to apply a consistent approach when implementing the study results.

To summarize, the criteria used to determine the implementation cost impacts were:

- No employee would be paid less than the minimum of the new salary range for their job;
- Any employee whose current salary exceeded the maximum of the new salary range for their job classification would not receive any salary increase; and
- No employee's salary would decrease from their current rate.

LCG recommends that annual increases in employee pay be based on *actual* salary rather than on *midpoint* as is the current practice for granting increases. This will result in employees' increases reflecting their performance and tenure rather than their respective salary range. This approach will also mitigate potential compression problems that could arise from the current practice.

In terms of structure maintenance, the salary structures should be adjusted annually by a structure movement trend factor to maintain the City's desired level of competitiveness with the market. For non-civil service jobs, a structure adjustment does not mean that employees would necessarily receive that increase; it only means that the salary ranges are adjusted to maintain competitiveness with market. Since civil service structures are comprised of steps, salary structure adjustments would result in employee pay increases to ensure pay aligns with the updated step rates.

In addition to adjusting the salary structures each year to keep pace with the market, the City should conduct a comprehensive base pay study similar to this study at least every three years.

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## OUTCOMES & DELIVERABLES

The overall results indicate that, when comparing the median of market actual salaries to the City's actual salary, the City is well aligned with the market for non-civil service jobs. However, many of the civil service job ranges are out of alignment with the market ranges. LCG recommends adopting the proposed salary structures and implementing the proposed salary changes to enable the City to retain current employees and attract future employees in support of its ongoing operations. Further, LCG recommends ensuring that the City's pay administration guidelines align with study results.

## PHASE 3 STUDY FINALIZATION

In Phase 3 of the study, Logic Compensation Group prepared a draft report for the City's review. Following the City's discussion and feedback on the report, adjustments were incorporated to supplement and provide additional clarifications and this final report was delivered. An onsite presentation to the City Council was also scheduled.

The City will review and consider further changes to certain pay practice and benefits areas that were identified as lagging the market in the Survey.

Subsequent to all approvals, four 1-hour follow up meetings with the City's Project Team will be scheduled for 3 months, 6 months, 9 months and 12 months following the City's implementation schedule. The purpose of these meetings is to assist the City with any questions they may have or address any unforeseen issues following implementation of the study.

## APPENDIX A: PHASE 1 DELIVERABLES

# STUDY TIMELINE

## CITY OF BELTON TX COMPENSATION STUDY TIMELINE

Week Beginning	Monday	Tuesday	Wednesday	Thursday	Friday
10/4/2021		Strategy Meeting w/City Study Team		Study schedule, potential comparator list and benchmark list delivered to City	
10/11/2021		Feedback from project team on list of comparator organizations and benchmarks	Draft survey instrument delivered to City	(Heidi out of office)	(Heidi out of office)
10/18/2021			Feedback from project team regarding survey instrument	Survey instrument feedback incorporated and returned to City	
10/25/2021	City approval of survey instrument	Survey instrument distributed to prospective participants			
11/1/2021			Compensation strategy defined		
11/8/2021			(Charlotte out of office November 10-15)	Veteran's Day (City Closed)	
11/15/2021	(Charlotte out of office)	Initial survey due date			
11/22/2021		Extended survey due date		Thanksgiving Day	
11/29/2021					Draft survey results delivered to City
12/6/2021					Meeting with project team to discuss survey results and obtain feedback
12/13/2021					Survey results finalized, salary structure, pay administration guidelines, and transition plan of costs to move to new system delivered to City in draft report
12/20/2021					Christmas Eve
12/27/2021					
1/3/2022					
1/10/2022	Meeting with project team to discuss draft report and structure implementation models				

**Legend:**

- City Project Team
- LCG Deliverable
- Major Milestone
- LCG Activities



# PHILOSOPHY & STRATEGY

## PURPOSE AND PHILOSOPHY

The City of Belton believes that its employees are critical in achieving the community vision. To be successful, systems will be developed and implemented that are designed to facilitate the recruitment and retention of qualified and engaged talent.

The City of Belton's total rewards philosophy and supporting strategies will align with its commitment to be economically sustainable.

The development of the compensation system will be objective, non-discriminatory, and flexible enough to ensure that the City of Belton is able to recruit and retain a highly qualified workforce.

To support, encourage and reward employees, the City of Belton will use a defined classification and compensation system and operate that system in an open, fair and equitable fashion. The classification and compensation system will have an emphasis on recognizing and rewarding employees for their success and continued commitment to providing quality services to the citizens of the community.

## GOAL 1 – CLASSIFY THE WORK

The classification system shall be flexible and reflective of the general type, level, and complexity of work performed. The classification system will also facilitate internal equity across all jobs within all internal departments.

### Objective 1 – Defining the Work

To establish a classification structure that reflects meaningful and measurable differences in the level of work within each job family but maintains the flexibility necessary for employee growth and efficient management.

### Strategies –Defined Classes

- Jobs performing similar type and level of work will be classified together.
- Where practical and feasible within each occupational group, there will be an opportunity for career advancement. The differences in job levels will be clearly defined and defensible.
- Formal job descriptions will document each job's primary purpose, reporting relationships, essential duties, minimum qualifications, necessary knowledges and skills, and physical demands and conditions of the job.

## GOAL 2 – COMPETITIVE TOTAL COMPENSATION

The compensation system will reflect both internal equity and external parity within the various labor markets in which the City of Belton must compete. Ongoing indexing of the external market incorporates the concept of "cost of labor" diminishing the need for separate adjustments to ensure the on-going competitiveness of the pay system, providing fiscal resources are available. The system will reward employees who meet performance standards within their respective job class.

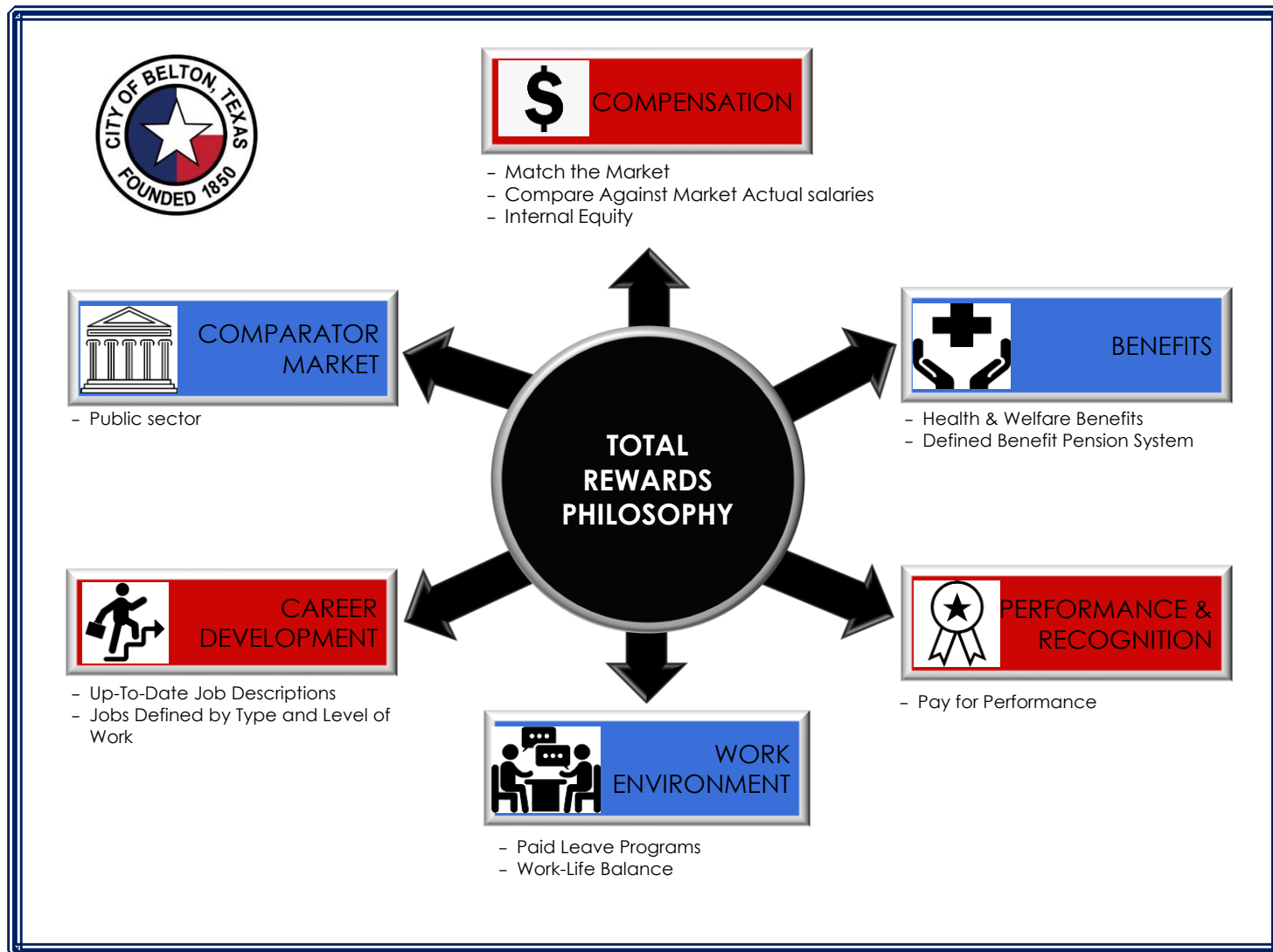
# PHILOSOPHY & STRATEGY

	<b>Objective 1 – Total Compensation</b>
	<p>Compensation shall be defined as the value of base compensation (cash), any variable compensation (cash), and employee benefits.</p>
	<b>Strategies – Approach to Total Compensation</b>
	<ul style="list-style-type: none"> <li>▪ Cash compensation and employee benefits will be assessed independently of each other. It is the City of Belton's goal to achieve market parity for both base pay and employee benefits as outlined in this goal.</li> </ul>
	<b>Objective 2 – Competitive Market &amp; Benchmark Positions</b>
	<p>Compensation levels should reflect the labor market(s) in which the City of Belton competes, with particular consideration given to communities that are similar in character. The value of compensation offered to employees will be consistent with that offered by public sector employers with whom the City of Belton must compete with for talent.</p> <p>Market compensation surveys will be conducted on a regular (2-3 year frequency) basis. In years when a survey is not conducted, market trend factors will be utilized to adjust the City's salary structure(s) so that salary grade minimums and maximums remain consistent with market movement trends on an annual basis.</p>
	<b>Strategies – Comparator Organizations</b>
	<ul style="list-style-type: none"> <li>▪ The labor market for all classifications will include civil service public sector organizations in primarily the Waco area of Texas that are approximately 50%-200% of the City of Belton's size and, if necessary, other public sector organizations that are similar in character but either in another region of Texas or either larger or smaller than 50%-200%. Local economic data and organization budgets will also be factored in.</li> <li>▪ With this as a general strategy, it is understood that there may be case-by-case instances where it may be necessary to look outside this defined labor market when necessary to achieve recruitment objectives.</li> </ul>

# PHILOSOPHY & STRATEGY

	<b>Objective 3 – Pay Ranges</b>
	On average, salary range midpoints will approximate the median of actual salaries in the defined labor market for each job as reported in salary survey results. This means that the City of Belton, on average, will pay at a level where approximately half (50%) of the labor market will pay more and half (50%) of the labor market will pay less. Pay range midpoints will be established based on survey results and on current grade alignment levels. For civil service the market comparison may need to be based on the market pay ranges rather than actual salaries.
	<b>Strategies – Pay Ranges</b>
	<ul style="list-style-type: none"> <li>▪ The salary structure will provide sufficient breadth to recognize the increased value of employee tenure and performance, as well as providing consideration for the cost of living. Range spans will vary depending on the level of job and salary range for the job classification. A step structure will exist for civil service and open ranges will exist for non-civil service.</li> <li>▪ When necessary and appropriate, hiring and retention incentives may be utilized to compete for skills that may be in limited supply and are defined as a critical need by the City Manager.</li> <li>▪ Salary advancement will be based on competent performance in the job class as determined through a valid job-related performance appraisal system.</li> <li>▪ Annual salary increases will be based on an individual's actual salary to ensure the increase amount is reflective of the individual's position within their salary range to appropriately reflect their performance and time with the City.</li> </ul>
	<b>Objective 4 – Internal Alignment</b>
	Job value will include a combination of external market parity analysis and current internal job alignment.
	<b>Strategy – Internal Alignment</b>
	<ul style="list-style-type: none"> <li>▪ Placement of individual job classifications within the overall salary grade structure will be based on their current relative internal value and market salary data results.</li> <li>▪ The hiring range will be from the range minimum for minimally acceptable qualified candidates to just below the midpoint for well-qualified individuals. Appointment above the midpoint (not to exceed the maximum) may be allowed, subject to market conditions and the approval of the City Manager.</li> </ul>
	<b>Objective 5 – Total Rewards</b>
	Because compensation includes base pay, employee benefits, and variable compensation, employees need to be fully informed regarding their compensation and benefits.
	<b>Strategy – Total Rewards Statements</b>
	<ul style="list-style-type: none"> <li>▪ The City of Belton shall issue a statement periodically to all employees reflecting the total value of their compensation and benefits package.</li> </ul>
<b>Note: The goals, objectives and strategies set forth in this document are subject to budgetary limitations. Nothing contained herein is to be construed as a binding contract.</b>	

# PHILOSOPHY AND STRATEGY



## BENCHMARK JOBS SURVEYED

Benchmark Jobs	
1. City Clerk	34. Fleet Shop Superintendent
2. City Manager	35. Director of Parks & Recreation
3. Downtown Tourism & Development Coord.	36. Recreation Coordinator
4. Executive Administrative Assistant	37. Maintenance Technician I – Parks
5. Grants Manager	38. Senior Maintenance Technician – Parks
6. Public Information Officer	39. Parks Superintendent
7. Court Administrator	40. Director of Public Works
8. Director of Economic Development	41. Assistant Public Works Director
9. Accounting Technician	42. Maintenance Technician I – Sewer
10. Director of Finance	43. Senior Maintenance Technician – Water
11. Senior Accountant	44. Maintenance Technician I – Streets
12. Director of Human Resources	45. Senior Maintenance Technician – Streets
13. Senior HR Generalist	46. Street Superintendent
14. Director of Information Technology	47. Construction Inspector
15. IT Systems Analyst	48. Customer Service Representative II
16. Director of Library Services	49. Senior Meter Reader
17. Library Clerk II	50. Water/Wastewater Superintendent
18. Director of Planning	51. Firefighter
19. Building Inspector	52. Fire Paramedic
20. Building Official	53. Fire Driver/Operator
21. GIS Analyst	54. Fire Marshal
22. Planner	55. Fire Lieutenant
23. Fire Chief	56. Fire Captain
24. Police Chief	57. Assistant Fire Chief
25. Code Enforcement Officer	58. Crime Scene Technician
26. Dispatch Telecommunicator	59. Police Cadet
27. Office Manager	60. Police Officer
28. Police Records Clerk	61. Police CID Investigator
29. Administrative Assistant	62. Police Sergeant
30. Building Superintendent	63. Police Lieutenant
31. Custodian II	64. Police Captain
32. Senior Maintenance Technician – Bldgs.	65. Deputy Chief
33. Mechanic	



### DATA COLLECTED

For each benchmark job, the following information is requested from survey participants:

- Actual Salaries
- Pay Range Minimum, Midpoint and Maximum
- FLSA Status
- Number of Incumbents
- Average Time in Position

### DATA ANALYSIS

Calculate the 50<sup>th</sup> percentile (median) percentile on actual salaries and pay ranges:

- Compare current City of Belton pay to this statistic.
- For non-civil service jobs, establish pay range midpoints using the 50<sup>th</sup> percentile (median) of market actual salaries; develop associated pay range minimums and maximums.
- For civil service jobs, the market comparison will be based on the market pay ranges rather than actual salaries.
- Pay structure will be developed utilizing open ranges for non-civil service and steps for civil service.

## COMPARATOR ORGANIZATIONS

Organization	Approx. Population	Geographic Area
City of Buda	17,544	Lakes-Austin Area
City of Burleson	49,686	Fort Worth Area
City of Copperas Cove	34,787	Waco Area (in Bell County)
City of Corinth	22,365	Fort Worth Area
City of Corsicana	23,989	Waco Area
City of Denison	25,792	North Central-Dallas
City of Gatesville	15,985	Waco Area
City of Georgetown	85,538	Lakes-Austin Area
City of Harker Heights	33,071	Waco Area (in Bell County)
City of Hewitt	15,113	Waco Area
City of Huntsville	42,241	San Jacinto-Houston Area
City of Hutto	29,987	Lakes-Austin Area
City of Killeen	153,991	Waco Area (in Bell County)
City of Leander	70,519	Lakes-Austin Area
City of Marshall	23,935	Tyler-Longview Area
City of Taylor	17,921	Lakes-Austin Area
City of Temple	80,761	Waco Area (in Bell County)
City of Waco	141,377	Waco Area
City of Watauga	24,629	Fort Worth Area
City of Waxahachie	41,666	North Central-Dallas

## Geographic Differentials

Participating Organization	Location or Zip Code	Geographic Factor
City of Buda	Buda, TX	89.6%
City of Burleson	Burleson, TX	91.0%
City of Copperas Cove	Copperas Cove, TX	99.6%
City of Corinth	Corinth, TX	85.9%
City of Corsicana	Corsicana, TX	100.8%
City of Denison	Denison, TX	97.4%
City of Gatesville	76528 (Killeen, TX)	98.2%
City of Georgetown	Georgetown, TX	90.4%
City of Harker Heights	Harker Heights, TX	98.3%
City of Hewitt	76643 (Woodway, TX)	98.0%
City of Huntsville	Huntsville, TX	101.2%
City of Hutto	78634 (Hutto, TX)	90.4%
City of Killeen	Killeen, TX	98.2%
City of Leander	Leander, TX	90.4%
City of Marshall	Marshall, TX	102.9%
City of Taylor	Taylor, TX	90.4%
City of Temple	Temple, TX	99.8%
City of Waco	Waco, TX	98.0%
City of Watauga	Watauga, TX	90.2%
City of Waxahachie	Waxahachie, TX	87.0%

Demographic information was collected from each organization. A summary of this information is shown in the table below.

Organization Data	Total Customers	Annual Total Budget	Annual Operating Budget	Total FTEs	# Job Titles
<b>City</b>	<b>24,000</b>	<b>34,180,640</b>	<b>34,180,640</b>	<b>172</b>	<b>74</b>
<b>AVERAGE</b>	50,949	144,522,261	112,625,274	418	164
<b>% of Market</b>	47.1%	23.7%	30.3%	41.2%	45.1%
<b>MEDIAN</b>	36,858	61,059,292	57,402,098	274	114
<b>% of Market</b>	65.1%	56.0%	59.5%	62.8%	65.2%
<b>LOW</b>	14,523	15,000,000	8,800,000	90	52
<b>HIGH</b>	160,328	570,000,000	371,793,702	1,471	496

## APPENDIX B: MARKET DATA COMPARISON SUMMARY

# MARKET DATA COMPARISON SUMMARY

						MARKET DATA COMPARISONS												
		CITY OF BELTON DATA				ACTUAL SALARY		RANGE MINIMUM		RANGE MIDPOINT		RANGE MAXIMUM		City MidPt vs Mkt 50th Salary	Civil Service City Min vs Mkt Min	RANGE SPREADS		
Bench ID	Benchmark (Belton Title)	Avg Salary	Range Min	Range MidPt (Mid to Mid Compare)	Range Max	Market 50th Salary	Market Index City vs Mkt	Market 50th Range Min	Market Index City vs Mkt	Market 50th Range MidPt	Market Index City vs Mkt	Market 50th Range Max	Market Index City vs Mkt			City	Avg Mkt Range Spread	
1	City Clerk	\$82,643	\$62,104	\$77,630	\$93,156	\$79,127	104.4%	\$62,840	98.8%	\$80,072	97.0%	\$97,304	95.7%	98.1%	N/A	50.0%	54.8%	
2	City Manager	\$173,826	\$129,110	\$161,388	\$193,665	\$197,120	88.2%	N/A	N/A	N/A	N/A	N/A	N/A	81.9%	N/A	50.0%	N/A	
3	Downtown Tourism & Development Coordinator	\$47,520	\$31,367	\$39,209	\$47,050	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50.0%	N/A	
4	Executive Administrative Assistant	\$68,555	\$38,127	\$47,658	\$57,190	\$55,053	124.5%	\$41,648	91.5%	\$51,780	92.0%	\$60,684	94.2%	86.6%	N/A	50.0%	45.7%	
5	Grants Manager	\$56,826	\$48,660	\$60,825	\$72,990	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50.0%	N/A	
6	Public Information Officer	\$76,384	\$56,330	\$70,413	\$84,496	\$74,604	102.4%	\$56,082	100.4%	\$71,284	98.8%	\$87,256	96.8%	94.4%	N/A	50.0%	55.6%	
7	Court Administrator	\$59,403	\$40,033	\$50,041	\$60,049	\$48,514	122.4%	\$39,453	101.5%	\$49,317	101.5%	\$59,177	101.5%	103.1%	N/A	50.0%	50.0%	
8	Director of Economic Development	\$86,551	\$68,470	\$85,587	\$102,705	\$113,708	76.1%	\$86,584	79.1%	\$104,317	82.0%	\$125,181	82.0%	75.3%	N/A	50.0%	44.6%	
9	Accounting Technician	\$33,386	\$29,873	\$37,342	\$44,810	\$42,118	79.3%	\$35,559	84.0%	\$43,558	85.7%	\$51,665	86.7%	88.7%	N/A	50.0%	45.3%	
10	Director of Finance	\$121,634	\$87,387	\$109,234	\$131,080	\$124,463	97.7%	\$84,821	103.0%	\$107,480	101.6%	\$130,613	100.4%	87.8%	N/A	50.0%	54.0%	
11	Senior Accountant	\$63,479	\$48,660	\$60,825	\$72,990	\$62,878	101.0%	\$50,524	96.3%	\$61,301	99.2%	\$73,027	99.9%	96.7%	N/A	50.0%	44.5%	
12	Director of Human Resources	\$98,867	\$79,263	\$99,078	\$118,894	\$110,814	89.2%	\$78,312	101.2%	\$97,824	101.3%	\$117,980	100.8%	89.4%	N/A	50.0%	50.7%	
13	Senior HR Generalist	\$54,933	\$48,660	\$60,825	\$72,990	\$52,659	104.3%	\$42,220	115.3%	\$51,780	117.5%	\$62,136	117.5%	115.5%	N/A	50.0%	47.2%	
14	Director of Information Technology	\$108,237	\$87,387	\$109,234	\$131,080	\$110,215	98.2%	N/A	N/A	N/A	N/A	N/A	N/A	99.1%	N/A	50.0%	N/A	
15	IT Systems Analyst	\$48,219	\$44,136	\$55,170	\$66,205	\$49,095	98.2%	\$46,367	95.2%	\$56,612	97.5%	\$65,224	101.5%	112.4%	N/A	50.0%	40.7%	
16	Director of Library Services	\$89,244	\$68,470	\$85,587	\$102,705	\$83,554	106.8%	\$68,896	99.4%	\$83,437	102.6%	\$98,413	104.4%	102.4%	N/A	50.0%	42.8%	
17	Library Clerk II	N/A	\$27,096	\$33,870	\$40,644	\$31,564	NA	\$26,646	101.7%	\$33,613	100.8%	\$40,863	99.5%	107.3%	N/A	50.0%	53.4%	
18	Director of Planning	\$88,824	\$79,263	\$99,078	\$118,894	\$122,875	72.3%	\$101,120	78.4%	\$120,156	82.5%	\$139,192	85.4%	80.6%	N/A	50.0%	37.7%	
19	Building Inspector	\$50,389	\$40,033	\$50,041	\$60,049	\$49,496	101.8%	\$40,771	98.2%	\$49,273	101.6%	\$60,058	100.0%	101.1%	N/A	50.0%	47.3%	
20	Building Official	\$80,240	\$62,104	\$77,630	\$93,156	\$88,982	90.2%	\$68,435	90.7%	\$84,448	91.9%	\$99,002	94.1%	87.2%	N/A	50.0%	44.7%	
21	GIS Analyst	\$50,490	\$40,033	\$50,041	\$60,049	\$56,750	89.0%	\$45,234	88.5%	\$55,695	89.8%	\$63,987	93.8%	88.2%	N/A	50.0%	41.5%	
22	Planner	\$58,074	\$44,136	\$55,170	\$66,205	\$55,012	105.6%	\$46,189	95.6%	\$55,853	98.8%	\$65,245	101.5%	100.3%	N/A	50.0%	41.3%	
23	Fire Chief	\$111,534	\$87,387	\$109,234	\$131,080	\$121,694	91.7%	\$94,135	92.8%	\$115,132	94.9%	\$136,128	96.3%	89.8%	N/A	50.0%	44.6%	
24	Police Chief	\$149,901	\$101,161	\$126,452	\$151,742	\$127,685	117.4%	\$94,135	107.5%	\$115,132	109.8%	\$136,458	111.2%	99.0%	N/A	50.0%	45.0%	
25	Code Enforcement Officer	\$40,882	\$32,935	\$41,169	\$49,403	\$43,188	94.7%	\$36,500	90.2%	\$43,775	94.0%	\$51,301	96.3%	95.3%	N/A	50.0%	40.6%	
26	Dispatch Telecommunicator	\$35,767	\$29,873	\$37,342	\$44,810	\$39,992	89.4%	\$35,571	84.0%	\$42,926	87.0%	\$51,119	87.7%	93.4%	N/A	50.0%	43.7%	
27	Office Manager	\$42,181	\$32,935	\$41,169	\$49,403	\$46,197	91.3%	\$37,534	87.7%	\$46,197	89.1%	\$55,578	88.9%	89.1%	N/A	50.0%	48.1%	
28	Police Records Clerk	\$44,244	\$31,367	\$39,209	\$47,050	\$35,705	123.9%	\$30,556	102.7%	\$37,637	104.2%	\$45,191	104.1%	109.8%	N/A	50.0%	47.9%	
29	Administrative Assistant	\$31,747	\$28,451	\$35,563	\$42,676	\$38,881	81.7%	\$31,263	91.0%	\$38,881	91.5%	\$47,179	90.5%	91.5%	N/A	50.0%	50.9%	
30	Building Superintendent	\$59,919	\$51,093	\$63,867	\$76,640	\$74,502	80.4%	\$54,176	94.3%	\$66,583	95.9%	\$78,177	98.0%	85.7%	N/A	50.0%	44.3%	
31	Custodian II	\$27,084	\$24,577	\$30,721	\$36,865	\$30,427	89.0%	\$26,396	93.1%	\$32,132	95.6%	\$36,807	100.2%	101.0%	N/A	50.0%	39.4%	
32	Senior Maintenance Technician - Buildings	\$39,678	\$31,367	\$39,209	\$47,050	\$39,160	101.3%	\$34,264	91.5%	\$41,135	95.3%	\$47,779	98.5%	100.1%	N/A	50.0%	39.4%	
33	Mechanic	\$31,972	\$29,873	\$37,342	\$44,810	\$41,647	76.8%	\$33,967	87.9%	\$41,428	90.1%	\$48,832	91.8%	89.7%	N/A	50.0%	43.8%	
34	Fleet Shop Superintendent	\$70,011	\$51,093	\$63,867	\$76,640	\$63,012	111.1%	\$54,029	94.6%	\$65,322	97.8%	\$77,941	98.3%	101.4%	N/A	50.0%	44.3%	
35	Director of Parks & Recreation	\$90,032	\$79,263	\$99,078	\$118,894	\$100,274	89.8%	\$76,082	104.2%	\$97,031	102.1%	\$117,980	100.8%	98.8%	N/A	50.0%	55.1%	
36	Recreation Coordinator	\$37,099	\$34,582	\$43,227	\$51,873	\$46,440	79.9%	\$36,091	95.8%	\$46,440	93.1%	\$55,771	93.0%	93.1%	N/A	50.0%	54.5%	
37	Maintenance Technician I - Parks	\$31,347	\$25,806	\$32,257	\$38,708	\$31,142	100.7%	\$26,820	96.2%	\$32,560	99.1%	\$37,785	102.4%	103.6%	N/A	50.0%	40.9%	
38	Senior Maintenance Technician - Parks	\$40,207	\$31,367	\$39,209	\$47,050	\$38,872	103.4%	\$33,649	93.2%	\$40,219	97.5%	\$47,271	99.5%	100.9%	N/A	50.0%	40.5%	
39	Parks Superintendent	\$77,764	\$56,330	\$70,413	\$84,496	\$61,894	125.6%	\$52,082	108.2%	\$61,083	115.3%	\$73,190	115.4%	113.8%	N/A	50.0%	40.5%	
40	Director of Public Works	N/A	\$87,387	\$109,234	\$131,080	\$132,355	NA	\$87,238	100.2%	\$107,480	101.6%	\$130,613	100.4%	82.5%	N/A	50.0%	49.7%	
41	Assistant Public Works Director	\$76,082	\$62,104	\$77,630	\$93,156	\$89,075	85.4%	\$70,432	88.2%	\$88,041	88.2%	\$107,139	86.9%	87.2%	N/A	50.0%	52.1%	
42	Maintenance Technician I - Sewer	\$28,860	\$25,806	\$32,257	\$38,708	\$31,621	91.3%	\$30,457	84.7%	\$36,835	87.6%	\$43,948	88.1%	102.0%	N/A	50.0%	44.3%	
43	Senior Maintenance Technician-Water	\$42,756	\$31,367	\$39,209	\$47,050	\$44,035	97.1%	\$36,338	86.3%	\$44,516	88.1%	\$52,809	89.1%	89.0%	N/A	50.0%	45.3%	
44	Maintenance Technician I-Streets	\$30,160	\$25,806	\$32,257	\$38,708	\$30,576	98.6%	\$28,414	90.8%	\$33,963	95.0%	\$40,065	96.6%	105.5%	N/A	50.0%	41.0%	
45	Senior Maintenance Technician-Streets	\$40,150	\$31,367	\$39,209	\$47,050	\$41,739	96.2%	\$35,388	88.6%	\$42,357	92.6%	\$49,571	94.9%	93.9%	N/A	50.0%	40.1%	
46	Street Superintendent	\$59,935	\$51,093	\$63,867	\$76,640	\$70,804	84.6%	\$59,482	85.9%	\$71,180	89.7%	\$83,983	91.3%	90.2%	N/A	50.0%	41.2%	
47	Construction Inspector	\$59,835	\$48,660	\$60,825	\$72,990	\$51,126	117.0%	\$40,421	120.4%	\$49,273	123.4%	\$60,643	120.4%	119.0%	N/A	50.0%	50.0%	
48	Customer Service Representative II	\$37,167	\$31,367	\$39,209	\$47,050	\$35,256	105.4%	\$30,331	103.4%	\$37,069	105.8%	\$43,049	109.3%	111.2%	N/A	50.0%	41.9%	
49	Senior Meter Reader	\$46,394	\$28,451	\$35,563	\$42,676	\$31,139	149.0%	\$31,140	91.4%	\$38,925	91.4%	\$45,991	92.8%	114.2%	N/A	50.0%	47.7%	
50	Water/Wastewater Superintendent	\$60,131	\$51,093	\$63,867	\$76,640	\$73,224	82.1%	\$58,511	87.3%	\$72,872	87.6%	\$86,621	88.5%	87.2%	N/A	50.0%	48.0%	
AGGREGATE COMPARISON							96.1%		94.9%		101.1%		97.4%	94.1%	N/A	50.0%	45.8%	



## MARKET DATA COMPARISON SUMMARY

						MARKET DATA COMPARISONS											
		CITY OF BELTON DATA				ACTUAL SALARY		RANGE MINIMUM		RANGE MIDPOINT		RANGE MAXIMUM		City MidPt vs Mkt 50th Salary	Civil Service City Min vs Mkt Min	RANGE SPREADS	
Bench ID	Benchmark (Belton Title)	Avg Salary	Range Min	Range MidPt (Mid to Mid Compare)	Range Max	Market 50th Salary	Market Index City vs Mkt	Market 50th Range Min	Market Index City vs Mkt	Market 50th Range MidPt	Market Index City vs Mkt	Market 50th Range Max	Market Index City vs Mkt			City	Avg Mkt Range Spread
PUBLIC SAFETY: FIRE																	
51	Firefighter	\$48,153	\$42,118	\$47,951	\$53,783	\$59,211	81.3%	\$52,205	80.7%	\$59,827	80.1%	\$68,811	78.2%	N/A	80.7%	27.7%	31.8%
52	Fire Paramedic	\$46,343	\$42,118	\$47,951	\$53,783	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	27.7%	N/A
53	Fire Driver/Operator	\$53,961	\$48,565	\$54,535	\$60,505	\$69,690	77.4%	\$64,467	75.3%	\$69,690	78.3%	\$78,465	77.1%	N/A	75.3%	24.6%	21.7%
54	Fire Marshal	\$53,783	\$48,565	\$54,535	\$60,505	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	24.6%	N/A
55	Fire Lieutenant	\$60,823	\$56,003	\$62,036	\$68,068	\$73,908	82.3%	\$66,070	84.8%	\$77,814	79.7%	\$84,876	80.2%	N/A	84.8%	21.5%	28.5%
56	Fire Captain	\$73,667	\$64,579	\$70,578	\$76,577	\$81,435	90.5%	\$74,934	86.2%	\$84,710	83.3%	\$92,784	82.5%	N/A	86.2%	18.6%	23.8%
57	Assistant Fire Chief	\$86,149	\$74,466	\$80,308	\$86,149	\$108,780	79.2%	\$91,858	81.1%	\$107,471	74.7%	\$122,658	70.2%	N/A	81.1%	15.7%	33.5%
AGGREGATE COMPARISON (Excludes Fire Marshal & Parc						82.1%		81.7%		78.9%		77.1%		N/A	81.7%	22.9%	27.9%
PUBLIC SAFETY: POLICE																	
58	Crime Scene Technician	\$56,199	\$48,460	\$52,330	\$56,199	\$48,273	116.4%	\$40,665	119.2%	\$48,754	107.3%	\$55,778	100.8%	N/A	119.2%	16.0%	37.2%
(Crime Scene Technician not included in Police Ranks Analysis below)																	
59	Police Cadet	\$31,500	\$31,500	\$31,500	\$31,500	\$44,999	70.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0%	N/A
60	Police Officer	\$51,485	\$48,460	\$52,330	\$56,199	\$60,626	84.9%	\$53,079	91.3%	\$61,581	85.0%	\$71,445	78.7%	N/A	91.3%	16.0%	34.6%
61	Police CID Investigator	\$57,135	\$48,460	\$52,330	\$56,199	\$68,593	83.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.0%	N/A
62	Police Sergeant	\$59,755	\$59,008	\$62,886	\$66,763	\$76,483	78.1%	\$68,165	86.6%	\$77,105	81.6%	\$85,571	78.0%	N/A	86.6%	13.1%	25.5%
63	Police Lieutenant	\$70,101	\$70,101	\$73,740	\$77,378	\$86,314	81.2%	\$79,616	88.0%	\$87,683	84.1%	\$97,450	79.4%	N/A	88.0%	10.4%	22.4%
64	Police Captain	\$87,521	\$81,247	\$85,465	\$89,682	\$99,384	88.1%	\$81,800	99.3%	\$97,011	88.1%	\$110,349	81.3%	N/A	99.3%	10.4%	34.9%
65	Deputy Chief	\$98,933	\$94,166	\$97,786	\$101,406	\$117,135	84.5%	\$101,405	92.9%	\$113,605	86.1%	\$127,971	79.2%	N/A	92.9%	7.7%	26.2%
AGGREGATE COMPARISON (Excludes Crime Scene Techn						82.5%		91.9%		116.3%		79.4%		N/A	91.9%	10.5%	28.7%

**APPENDIX C: PROPOSED NON-CIVIL SERVICE SALARY STRUCTURE**

# PROPOSED NON-CIVIL SERVICE STRUCTURE

City of Belton FY 2022			
	Proposed		
	Minimum	Mid-Point	Maximum
<b>Salary Range - Temp</b>			
Seasonal Temps	\$ 10.59	\$ 10.59	\$ 10.59
<b>Salary Range 1</b>			
	\$ 15,978	\$ 19,973	\$ 23,967
	\$ 7.682	\$ 9.602	\$ 11.523
<b>Salary Range 2</b>			
	\$ 16,777	\$ 20,971	\$ 25,166
	\$ 8.066	\$ 10.082	\$ 12.099
<b>Salary Range 3</b>			
	\$ 17,616	\$ 22,020	\$ 26,424
	\$ 8.469	\$ 10.586	\$ 12.704
<b>Salary Range 4</b>			
	\$ 18,497	\$ 23,121	\$ 27,745
	\$ 8.893	\$ 11.116	\$ 13.339
<b>Salary Range 5</b>			
	\$ 19,421	\$ 24,277	\$ 29,132
	\$ 9.337	\$ 11.671	\$ 14.006
<b>Salary Range 6</b>			
	\$ 20,393	\$ 25,491	\$ 30,589
	\$ 9.804	\$ 12.255	\$ 14.706
<b>Salary Range 7</b>			
	\$ 21,412	\$ 26,765	\$ 32,118
	\$ 10.294	\$ 12.868	\$ 15.441
<b>Salary Range 8</b>			
	\$ 22,483	\$ 28,104	\$ 33,724
	\$ 10.809	\$ 13.511	\$ 16.214
<b>Salary Range 9</b>			
	\$ 23,607	\$ 29,509	\$ 35,411
	\$ 11.350	\$ 14.187	\$ 17.024
<b>Salary Range 10</b>			
Custodian I	\$ 24,787	\$ 30,984	\$ 37,181
Volunteer Coordinator	\$ 11.917	\$ 14.896	\$ 17.876

## PROPOSED NON-CIVIL SERVICE STRUCTURE

City of Belton FY 2022			
	Proposed		
	Minimum	Mid-Point	Maximum
<b>Salary Range 11</b>			
Custodian II	\$ 26,027	\$ 32,534	\$ 39,040
Library Clerk I	\$ 12,513	\$ 15,641	\$ 18,769
<b>Salary Range 12</b>			
Maintenance Technician I	\$ 27,328	\$ 34,160	\$ 40,992
Meter Reader	\$ 13,139	\$ 16,423	\$ 19,708
<b>Salary Range 13</b>			
Children's Library Clerk	\$ 28,695	\$ 35,868	\$ 43,042
Library Clerk II	\$ 13,796	\$ 17,244	\$ 20,693
<b>Salary Range 14</b>			
Administrative Assistant			
Customer Service Representative I			
Lift Station Mechanic			
Maintenance Technician II			
Planning Clerk	\$ 30,129	\$ 37,661	\$ 45,193
Senior Meter Reader	\$ 14,485	\$ 18,106	\$ 21,728
<b>Salary Range 15</b>			
CSS - Communications	\$ 31,636	\$ 39,545	\$ 47,454
	\$ 15,210	\$ 19,012	\$ 22,815
<b>Salary Range 16</b>			
CSS-Records Clerk			
CVB Retail Coordinator			
Accounting Technician			
Mechanic			
Customer Service Representative II	\$ 33,218	\$ 41,522	\$ 49,826
	\$ 15,970	\$ 19,963	\$ 23,955
<b>Salary Range 17</b>			
Mechanic/Welder			
CSS- Animal Control Officer			
CSS-Code Enforcement Officer	\$ 34,878	\$ 43,598	\$ 52,317
Senior Maintenance Technician	\$ 16,768	\$ 20,960	\$ 25,153

## PROPOSED NON-CIVIL SERVICE STRUCTURE

City of Belton FY 2022			
	Proposed		
	Minimum	Mid-Point	Maximum
<b>Salary Range 18</b>			
Assistant Construction Inspector			
Environmental Compliance Technician			
Office Manager			
Recreation Coordinator	\$ 36,622	\$ 45,777	\$ 54,933
Events & Marketing Coordinator	\$ 17,607	\$ 22,008	\$ 26,410
<b>Salary Range 19</b>			
	\$ 38,453	\$ 48,067	\$ 57,680
	\$ 18,487	\$ 23,109	\$ 27,731
<b>Salary Range 20</b>			
	\$ 40,376	\$ 50,470	\$ 60,564
	\$ 19,411	\$ 24,264	\$ 29,117
<b>Salary Range 21</b>			
Crime Victim Liaison			
Building Inspector			
Court Administrator	\$ 42,395	\$ 52,994	\$ 63,592
Executive Administrative Assistant	\$ 20,382	\$ 25,478	\$ 30,573
<b>Salary Range 22</b>			
GIS Analyst			
Assistant City Clerk	\$ 44,514	\$ 55,643	\$ 66,772
Police Support Services Manager	\$ 21,401	\$ 26,751	\$ 32,102
<b>Salary Range 23</b>			
IT Systems Analyst			
Planner	\$ 46,740	\$ 58,425	\$ 70,110
Dir. of Business Expansion & Retension	\$ 22,471	\$ 28,089	\$ 33,707
<b>Salary Range 24</b>			
	\$ 49,077	\$ 61,347	\$ 73,616
	\$ 23,595	\$ 29,494	\$ 35,392
<b>Salary Range 25</b>			
Construction Inspector			
Grants & Special Projects Coordinator			
Senior Accountant	\$ 51,531	\$ 64,414	\$ 77,296
Senior Human Resources Generalist	\$ 24,774	\$ 30,968	\$ 37,162



## PROPOSED NON-CIVIL SERVICE STRUCTURE

City of Belton FY 2022			
	Proposed		
	Minimum	Mid-Point	Maximum
<b>Salary Range 26</b>			
Shop Superintendent			
Street Superintendent	\$ 54,108	\$ 67,635	\$ 81,162
	\$ 26,014	\$ 32,517	\$ 39,020
<b>Salary Range 27</b>			
	\$ 56,813	\$ 71,017	\$ 85,220
	\$ 27,314	\$ 34,143	\$ 40,971
<b>Salary Range 28</b>			
Programs Manager-PW			
Building Superintendent			
Water/Sewer Superintendent			
Public Information Officer	\$ 59,654	\$ 74,567	\$ 89,481
Assistant Parks & Rec Dir./Parks Supt	\$ 28,680	\$ 35,850	\$ 43,020
<b>Salary Range 29</b>			
	\$ 62,637	\$ 78,296	\$ 93,955
	\$ 30,114	\$ 37,642	\$ 45,171
<b>Salary Range 30</b>			
	\$ 65,768	\$ 82,210	\$ 98,652
City Clerk	\$ 31,619	\$ 39,524	\$ 47,429
<b>Salary Range 31</b>			
Assistant PW Director	\$ 69,057	\$ 86,321	\$ 103,585
Building Official	\$ 33,200	\$ 41,501	\$ 49,801
<b>Salary Range 32</b>			
	\$ 72,509	\$ 90,637	\$ 108,764
Director of Library Services	\$ 34,860	\$ 43,575	\$ 52,290
<b>Salary Range 33</b>			
	\$ 76,135	\$ 95,169	\$ 114,203
	\$ 36,604	\$ 45,754	\$ 54,905
<b>Salary Range 34</b>			
	\$ 79,942	\$ 99,927	\$ 119,913
	\$ 38,434	\$ 48,042	\$ 57,650
<b>Salary Range 35</b>			
Director of Parks & Recreation	\$ 83,939	\$ 104,924	\$ 125,908
	\$ 40,355	\$ 50,444	\$ 60,533
<b>Salary Range 36</b>			
Director of Economic Development	\$ 88,136	\$ 110,170	\$ 132,204
Director of Human Resources	\$ 42,373	\$ 52,966	\$ 63,560
<b>Salary Range 37</b>			
	\$ 92,543	\$ 115,679	\$ 138,815
Director of Information Technology	\$ 44,492	\$ 55,615	\$ 66,738

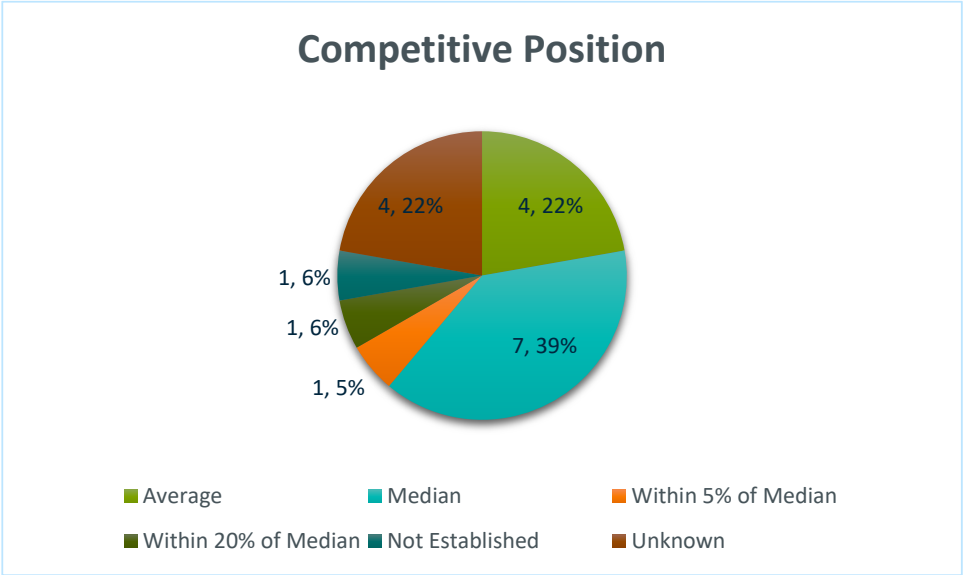
## PROPOSED NON-CIVIL SERVICE STRUCTURE

City of Belton FY 2022			
	Proposed		
	Minimum	Mid-Point	Maximum
<b>Salary Range 38</b>			
Director of Planning	\$ 97,170	\$ 121,462	\$ 145,754
Director of Finance	\$ 46,716	\$ 58,395	\$ 70,074
<b>Salary Range 39</b>			
Director of Public Works	\$ 102,028	\$ 127,535	\$ 153,042
	\$ 49,052	\$ 61,315	\$ 73,578
<b>Salary Range 40</b>			
	\$ 107,130	\$ 133,913	\$ 160,695
	\$ 51,505	\$ 64,381	\$ 77,257
<b>Salary Range 41</b>			
	\$ 112,486	\$ 140,608	\$ 168,729
	\$ 54,080	\$ 67,600	\$ 81,120
<b>Salary Range 42</b>			
Fire Chief	\$ 118,111	\$ 147,638	\$ 177,166
	\$ 56,784	\$ 70,980	\$ 85,176
<b>Salary Range 43</b>			
	\$ 124,017	\$ 155,021	\$ 186,025
	\$ 59,623	\$ 74,529	\$ 89,435
<b>Salary Range 44</b>			
	\$ 130,217	\$ 162,771	\$ 195,326
	\$ 62,604	\$ 78,256	\$ 93,907
<b>Salary Range 45</b>			
Police Chief/Assistant City Manager	\$ 136,728	\$ 170,910	\$ 205,092
	\$ 65,735	\$ 82,168	\$ 98,602
<b>Salary Range 46</b>			
	\$ 143,564	\$ 179,455	\$ 215,346
	\$ 69,021	\$ 86,276	\$ 103,532
<b>Salary Range 47</b>			
	\$ 150,742	\$ 188,428	\$ 226,113
	\$ 72,472	\$ 90,590	\$ 108,708
<b>Salary Range 48</b>			
City Manager	\$ 158,280	\$ 197,850	\$ 237,420
	\$ 76,096	\$ 95,120	\$ 114,144
<b>Salary Range 49</b>			
	\$ 166,194	\$ 207,742	\$ 249,290
	\$ 79,901	\$ 99,876	\$ 119,851
<b>Salary Range 50</b>			
	\$ 174,503	\$ 218,129	\$ 261,754
	\$ 83,896	\$ 104,870	\$ 125,843

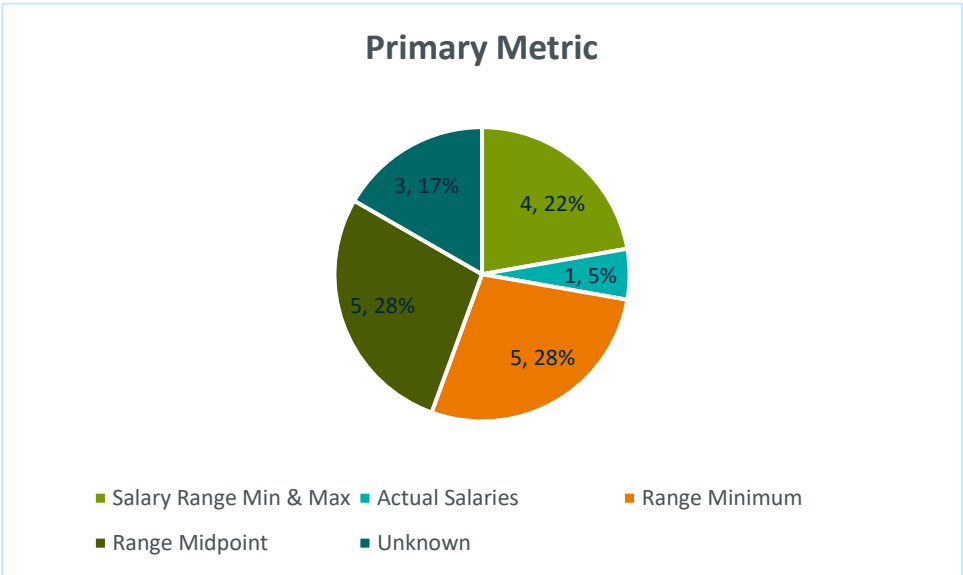
**APPENDIX D: MARKET PAY PRACTICES AND BENEFITS SUMMARY**

MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton's competitive position is to pay within 5% above or below the market median, consistent with the majority of comparators by targeting the of the market median.



The City of Belton's primary metric for comparing level of competitiveness is range midpoints, consistent with the majority of market comparators.



## MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton grants a pay structure increase of 2.5% to Police and Fire every other year, and grants an annual 3% merit increase to Exempt and Non-exempt employee groups. No COLA increases are made.

- Market amounts are shown in the tables below. While LCG did not ask the frequency of the adjustments and increases, pay structures, merit and COLA are typically increased every year as budgets allow.

### Pay Structure Adjustments

	Exec/Mgmt	Exempt	Non-Exempt	Fire	Police
<b>Average</b>	2.00%	2.00%	2.00%	3.38%	3.38%
<b>Median</b>	2.00%	2.00%	2.00%	3.25%	3.25%
<b>Low</b>	1.00%	1.00%	1.00%	2.00%	2.00%
<b>High</b>	3.00%	3.00%	3.00%	5.00%	5.00%

### Merit Increases

	Exec/Mgmt	Exempt	Non-Exempt	Fire	Police
<b>Average</b>	3.20%	3.20%	3.20%	3.25%	3.25%
<b>Median</b>	3.00%	3.00%	3.00%	3.25%	3.25%
<b>Low</b>	2.50%	2.50%	2.50%	2.50%	2.50%
<b>High</b>	4.00%	4.00%	4.00%	4.00%	4.00%

### COLA Increases

	Exec/Mgmt	Exempt	Non-Exempt	Fire	Police
<b>Average</b>	2.61%	2.61%	2.61%	2.63%	2.63%
<b>Median</b>	3.00%	3.00%	3.00%	3.00%	3.00%
<b>Low</b>	1.00%	1.00%	1.00%	1.00%	1.00%
<b>High</b>	3.50%	3.50%	3.50%	4.00%	4.00%



## MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton has open salary ranges for executive/management, exempt, and non-exempt employee groups, and currently allows employee salaries over the salary range maximum. The City of Belton has 19 steps for each of the Fire jobs and has up to 11 steps in the Police jobs.

- The number of organizations in the market indicating the type of salary structure for each group are shown in the tables below.

	# of Orgs with Step Pay Plans	If Step Plan, Avg. # of Steps (and Range of Steps indicated)	# of Org's with Open Range Pay Plans	# of Orgs that Allow Payment over the Range Max
<b>Exec/Mgmt.</b>	3	13 (8-18)	8	6
<b>Exempt</b>	4	14 (8-18)	11	5
<b>Non-Exempt</b>	5	13 (8-18)	10	4
<b>Fire</b>	14	10 FF's, 8 Other (4-25)	2	3
<b>Police</b>	15	11 PO's, 9 Other (4-27)	3	3

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Supplemental Pay - Police

The City of Belton's supplemental pay is more generous than the market for Intermediate, Advanced, and Master Level ranks for Police at \$1,575, \$2,100, and \$4,200 respectively.

- The market annual amounts are summarized in the table below.

	Intermediate Level	Advanced Level	Master Level
Average	\$657	\$1,039	\$1,484
Median	\$600	\$990	\$1,440
Low	\$300	\$360	\$420
High	\$1,200	\$1,800	\$2,400

The City of Belton provides Field Training Officer pay for Police, paid bi-weekly amounting to \$2,000 per year, consistent with the average of the market.

- Eleven organizations provide Field Training Officer pay (with the annual amounts shown in the table below), also paid bi-weekly.

	Annual Amount Paid for Field Training Officer
Average	\$1,992
Median	\$1,620
Low	\$480
High	\$4,333

The City of Belton provides assignment pay for those assigned to the Criminal Investigation Division (CID): \$4,200 per year for CID assignment pay and \$2,100 for CID Sergeant pay.

- Only one organization in the market indicated assignment pay for CID, amounting to \$1,200 per year paid bi-weekly.

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton provides K-9 Officer/Handler pay, paid bi-weekly amounting to \$4,200 per year.

- Only four organizations indicated additional pay for K-9 Officer/Handler, and only one provided an annual amount of \$3,900 paid bi-weekly.
- The other organizations indicated that K-9 Officers/Handlers are paid 45 minutes additional per shift (2 org's) and one pays 8 hours of overtime bi-weekly (1 org).

### Supplemental Pay - Fire

The City of Belton's supplemental pay is more generous than the market for Intermediate, Advanced, and Master Level Ranks for Fire at \$1,575, \$2,100, and \$4,200 respectively.

- The market annual amounts are summarized in the table below

	Intermediate Level	Advanced Level	Master Level
Average	\$623	\$976	\$1,373
Median	\$600	\$948	\$1,200
Low	\$300	\$360	\$420
High	\$1,200	\$1,625	\$2,275

The City of Belton's supplemental pay for Paramedics is more generous than the market average paid bi-weekly amounting to \$6,050 per year.

- Three organizations indicate that Paramedics are a separate classification, and nine organizations provide supplemental pay for Paramedics with the annual amounts shown in the table below. The majority pay bi-weekly or monthly, with one organization indicating pay of \$25/day for the shift an employee is assigned as Paramedic.

	Annual Amount Paid for Paramedic
Average	\$2,861
Median	\$2,550
Low	\$300
High	\$6,000

### Supplemental Pay - Fire

The City of Belton's supplemental pay for Fire Marshal, is consistent with the market, paid bi-weekly amounting to \$2,500 per year. The City's intent is to increase this amount to \$4,200 in order to maintain internal equity among civil service.

- Five organizations indicate that Fire Marshal is a separate classification, and three organizations provide supplemental pay for Fire Marshal with the annual amounts shown in the table below. The majority pay monthly.

	Annual Amount Paid for Fire Marshal
Average	\$2,800
Median	\$2,400
Low	\$600
High	\$5,400

The City of Belton's supplemental pay for Fire Training Officer is combined with the supplemental pay for Fire Marshal, paid bi-weekly.

- Two organizations indicate that Fire Training Officer is a separate classification, and seven organizations provide supplemental pay for Fire Training Officer with the annual amounts shown in the table below. The majority pay monthly.

	Annual Amount Paid for Fire Training Officer
Average	\$1,354
Median	\$1,200
Low	\$300
High	\$2,400

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Hiring Bonuses/Incentives

The City of Belton offers hiring bonuses/incentives for fire and police, at a maximum amount of \$3,000 for Firefighter and for Police Officer.

- Only two organizations offer hiring bonuses/incentives for Firefighter, and five organizations offer hiring bonuses/incentives for Police Officer

	Firefighter	Police Officer
Average	\$1,500	\$2,400
Median	\$1,500	\$2,000
Low	\$1,000	\$1,000
High	\$2,000	\$5,000

One organization also indicated offering hiring bonus/incentive for EMT (\$500) and Paramedic (\$3,000).



## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Certification Pay

The annual amount paid by the City of Belton for the following certifications are shown in the first column prior to the market annual amounts in the summary tables below and on the following pages.

- Three organizations reported either \$0.50/hour or \$1.00/hour extra for certifications.

	<b>City of Belton</b>	<b>Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>
<b>WW Collection Operator Class I</b>	\$360	\$917	\$624	\$300	\$2,080
<b>WW Collection Operator Class II</b>	\$720	\$872	\$880	\$350	\$2,080
<b>WW Collection Operator Class III</b>	\$1,080	\$1,098	\$930	\$420	\$2,160
<b>WW Treatment Operator D</b>	\$360	\$1,160	\$1,040	\$360	\$2,080
<b>WW Treatment Operator C</b>	\$720	\$783	\$600	\$300	\$2,080
<b>WW Treatment Operator B</b>	\$1,080	\$1,093	\$900	\$360	\$2,080
<b>WW Treatment Operator A</b>	\$1,440	\$1,515	\$1,350	\$420	\$3,120
<b>Water Distribution Operator D</b>	\$360	\$917	\$624	\$360	\$2,080
<b>Water Distribution Operator C</b>	\$720	\$798	\$570	\$300	\$2,080
<b>Water Distribution Operator B</b>	\$1,080	\$1,197	\$1,080	\$360	\$2,160
<b>Water Distribution Operator A</b>	\$1,440	\$1,586	\$1,650	\$420	\$3,000
<b>Stormwater Inspector License</b>	\$240	\$928	\$624	\$600	\$1,560
<b>Backflow Prevention License</b>	\$240	\$408	\$300	\$300	\$624

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

	<b>City of Belton</b>	<b>Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>
<b>Commercial Driver's License</b>	\$540	\$1,233	\$970	\$180	\$2,600
<b>Certified Parks &amp; Rec Prof.</b>	\$240	\$1,190	\$1,190	\$300	\$2,080
<b>Certified Pool Operator</b>	\$180	\$255	\$240	\$180	\$360
<b>Playground Safety Inspector</b>	\$240	\$507	\$300	\$180	\$1,040
<b>Irrigation License</b>	\$120	\$300	\$300	\$300	\$300
<b>ISA Arborist</b>	\$240	\$330	\$330	\$300	\$360
<b>Pesticide Applicator License (Non-Commercial)</b>	\$312	\$920	\$720	\$180	\$2,080
<b>Pesticide Technician License</b>	\$204	\$540	\$540	\$360	\$720
<b>Certified Electrician</b>	\$240	\$990	\$960	\$600	\$1,440
<b>Licensed Plumber</b>	\$240	\$1,044	\$720	\$600	\$2,400
<b>EPA Refrigerant License</b>	\$420	\$420	\$420	\$120	\$720
<b>HVAC License</b>	\$420	\$720	\$720	\$720	\$720
<b>Emergency Vehicle Tech.</b>	\$624	\$900	\$900	\$720	\$1,080

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

	<b>City of Belton</b>	<b>Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>
<b>Customer Service Inspector</b>	\$480	\$600	\$600	\$576	\$624
<b>Dispatch Telecommunicator Intermediate</b>	\$204	\$638	\$600	\$300	\$975
<b>Dispatch Telecommunicator Advanced</b>	\$312	\$1,091	\$1,170	\$360	\$1,625
<b>Dispatch Telecommunicator Master</b>	\$516	\$1,524	\$1,650	\$420	\$2,275
<b>Court Clerk I</b>	\$204	\$325	\$300	\$180	\$520
<b>Court Clerk II</b>	\$312	\$574	\$510	\$300	\$975
<b>Court Clerk III</b>	\$516	\$946	\$870	\$420	\$1,625

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

- Additional certifications/licenses that were indicated and the average annual amount paid for each is listed below.

	Average
Payroll Professional	\$960
SHRM/HRCI	\$360
CPA	\$1,080
Purchasing (MGR/Practitioner)	\$360
ASE I	\$360
ASE II	\$360
SWAT	\$1,200
Bilingual	\$1,050
Animal Control Euthanasia	\$360
CBO (Certified Building Official)	\$600
Police/Fire Associate's Degree	\$600
Police/Fire Bachelor's Degree	\$1,200
Police/Fire Master's Degree	\$1,800
Police/Fire College Hours Education Pay 30 hours/year	\$300
Police/Fire College Hours Education Pay 60 hours/year	\$600
Police/Fire College Hours Education Pay 90 hours/year	\$900
Police/Fire College Hours Education Pay 120 hours/year	\$1,200

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton does not have a policy for paying employees premium pay for working on a holiday.

- Four organizations do have a policy for paying employees premium pay for working on a holiday, while eleven organizations do not. Two organizations indicate that the holiday can be banked and receive another day off.

The City of Belton offers call back pay at 1.5 times their hourly rate. When an employee is called back to work, the callback pay begins and ends when they arrive/depart the designated work location. Employees are not paid when on call (standby).

- Eleven organizations offer call back pay with the majority paying at their hourly rate, but with a minimum of two hours paid regardless of how much time they work. Four of those organizations pay at one and half times their hourly rate.
- Four organizations pay the employee from the time the employee leaves and returns home, while three organizations pay the employee when they arrive/depart the designated work location. Four organizations do not have a defined policy on when payment begins/ends.
- Ten organizations offer on call pay with half of the organizations paying an hourly rate and the other half of the or organizations paying a flat daily rate. The hourly rate reflects the employee's hourly rate. For those paying a flat daily rate, the average is \$20/day.



## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Annual Leave Accrual-Vacation

No organizations reported having a PTO Plan (a plan that combines vacation and sick leave into one plan). All leave amounts were reported as separate vacation and separate sick leave.

The amount of leave (vacation) offered by the City of Belton for the following employee groups by years of service are shown in the first column prior to the market amounts in the summary tables below and on the following pages. *(Note in the first table for executive/management group that the City of Belton is not indicated as the City does not specify amounts for the executive/management group).*

#### Executive/Management Vacation

	Market Average	Market Median	Market Low	Market High
<2 years	12	10	5	20
2 years up to 5 years	13	12	8	20
5 years up to 10 years	15	15	9	20
10 years up to 15 years	18	18	10	21
15 up to 20 years	19	20	10	21
20 up to 25 years	19	20	10	25
>25 years	19	20	10	25

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Exempt Vacation

	<i>City of Belton</i>	<b>Market Average</b>	<b>Market Median</b>	<b>Market Low</b>	<b>Market High</b>
<2 years	10	11	10	5	20
2 years up to 5 years	10-12	12	12	8	20
5 years up to 10 years	13-17	15	15	9	20
10 years up to 15 years	18-22	18	18	10	21
15 up to 20 years	23-27	19	20	10	21
20 up to 25 years	28	19	20	10	25
>25 years	28	19	20	10	25

### Non-Exempt Vacation

	<i>City of Belton</i>	<b>Market Average</b>	<b>Market Median</b>	<b>Market Low</b>	<b>Market High</b>
<2 years	10	12	10	5	29
2 years up to 5 years	10-12	13	12	8	29
5 years up to 10 years	13-17	15	15	9	29
10 years up to 15 years	18-22	18	18	10	29
15 up to 20 years	23-27	19	20	12	21
20 up to 25 years	28	20	20	14	25
>25 years	28	20	20	14	25

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Fire Vacation

	<i>City of Belton</i>	<b>Market Average</b>	<b>Market Median</b>	<b>Market Low</b>	<b>Market High</b>
<2 years	22.5	15	15	5	23
2 years up to 5 years	22.5	16	15	5	23
5 years up to 10 years	22.5-25.5	16	15	8	23
10 years up to 15 years	27-33	19	18	10	30
15 up to 20 years	34.5-40.5	20	20	10	30
20 up to 25 years	42	21	20	10	30
>25 years	42	21	20	10	30

### Police Vacation

	<i>City of Belton</i>	<b>Market Average</b>	<b>Market Median</b>	<b>Market Low</b>	<b>Market High</b>
<2 years	15	14	15	7	20
2 years up to 5 years	15	14	15	8	20
5 years up to 10 years	15-17	15	15	9	20
10 years up to 15 years	18-22	17	18	10	21
15 up to 20 years	23-27	19	20	10	21
20 up to 25 years	28	19	20	10	25
>25 years	28	19	20	10	25

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

### Annual Leave Accrual-Sick

The City of Belton provides 12 sick leave days annually for non-civil service employees (exempt and non-exempt), and 15 sick leave days annually for civil service. The market amounts for the following employee groups are shown in the summary table below. *(Note that the number of days offered did not vary by years of service, both in the market and within the City of Belton).*

#### Sick Leave

	Exec/Mgmt	Exempt	Non-Exempt	Fire	Police
<b>Average</b>	12	12	12	14	13
<b>Median</b>	12	12	12	13	12
<b>Low</b>	8	8	8	6	8
<b>High</b>	15	15	15	23	15

The City of Belton allows employees for every employee group to carry-over (bank) unused vacation leave equal to the days accrued per year plus 5 days.

- The majority of the organizations indicated the carry-over amounts are equivalent to an annual accrual of vacation based on years of service or up to 2 times the amount of annual accrual (reported by two organizations). The market amounts in the table below are quantified to reflect potential maximum amounts.

	Exec/Mgmt	Exempt	Non-Exempt	Fire	Police
<b>Average</b>	30	30	30	31	30
<b>Median</b>	30	30	30	30	30
<b>Low</b>	15	15	15	15	15
<b>High</b>	50	50	50	50	50

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton allows non-civil service employees to carry-over (bank) 60 sick days, and 90 days for Police and Fire.

- The number of sick leave days that can be carried over in the market are summarized below for each employee group. Five organizations indicated an unlimited (no maximum) number of sick days can be carried over.

	Exec/Mgmt	Exempt	Non-Exempt	Fire	Police
<b>Average</b>	54	70	70	79	76
<b>Median</b>	38	68	68	90	90
<b>Low</b>	12	12	12	12	12
<b>High</b>	120	180	180	180	180

### Medical Benefits

The City of Belton offers an HMO and an HDHP plan, with the highest participation in the HMO plan.

- The number of organizations in the market indicating the type of medical plan are shown in the table below.

	HMO	PPO	HDHP	Other	Plan with Highest Employee Population
<b># of Org's</b>	6	13	10	0	<p>HMO – 4 org's</p> <p>PPO – 6 org's</p> <p>HDHP – 1 org</p> <p>Even participation between plans – 1 org</p> <p>Unknown – 6 org's</p>



## MARKET PAY PRACTICE AND BENEFITS SUMMARY

Premium contribution percent amounts paid by Employer and Employee for the City of Belton and the market for the listed coverage groups are shown in the tables below by type of plan.

### HMO

	Employee Only (ER/EE Ratio)	Employee + Spouse (ER/EE Ratio)	Employee + Children (ER/EE Ratio)	Employee + Family ER/EE Ratio)
<b>City of Belton (HMO1)</b>	100/0	55/45	80/20	52/48
<b>Average</b>	95/5	51/49	61/39	45/55
<b>Median</b>	95/5	51/49	64/36	44/56

### PPO

	Employee Only (ER/EE Ratio)	Employee + Spouse (ER/EE Ratio)	Employee + Children (ER/EE Ratio)	Employee + Family ER/EE Ratio)
<b>City of Belton</b>	n/a	n/a	n/a	n/a
<b>Average</b>	92/8	60/40	70/30	53/47
<b>Median</b>	94/6	62/38	69/31	60/40

### HDHP

	Employee Only (ER/EE Ratio)	Employee + Spouse (ER/EE Ratio)	Employee + Children (ER/EE Ratio)	Employee + Family ER/EE Ratio)
<b>City of Belton (HMO2-HDHP)</b>	100/0	78/22	100/0	67/33
<b>Average</b>	98/2	62/38	73/27	58/42
<b>Median</b>	100/0	71/29	81/19	63/37

## MARKET PAY PRACTICE AND BENEFITS SUMMARY

The City of Belton contributes to a Health Savings Account under the HDHP, contributing \$2,208 annually (\$184/month) for employee only coverage and \$384 annually (32/month) for child coverage. (Note that market figures collected reflect family coverage versus child only as specified by the City).

- The ten organizations that have an HDHP also contribute to a health savings account.

	Contribution for EE Only Coverage	Contribution for Family Coverage
<b>Average</b>	\$990	\$1,267
<b>Median</b>	\$1,000	\$1,177
<b>Low</b>	\$480	\$480
<b>High</b>	\$1,353	\$2,000

The City of Belton offers a benefit to employees for opting out of health insurance in an annual amount of \$3,182.

- Six organizations offer their employees an annual payment for opting out of health insurance.

	Annual Amount Paid for Opting Out
<b>Average</b>	\$1,283
<b>Median</b>	\$1,200
<b>Low</b>	\$499
<b>High</b>	\$2,400



# Compensation Study February 8, 2022

City of Belton, TX



Logic Compensation Group  
Total Rewards Consulting

# OVERVIEW

## *Presentation Topics*

- ❖ Study Objectives and Key Deliverables
- ❖ Project Initiation
  - Total Rewards Philosophy
- ❖ Market Survey
- ❖ Proposed Structures & Implementation Costs
  - Non-Civil Service
  - Civil Service
- ❖ Guidelines for Pay Administration

# STUDY OBJECTIVES & KEY DELIVERABLES

## Compensation Study

Pay Strategy	Identify Labor Market	Survey Market	Update Pay Plan	Identify Cost	Plan to Maintain System
<ul style="list-style-type: none"> <li>• Define desired market position</li> <li>• Serves as a framework for conducting the study</li> </ul>	<ul style="list-style-type: none"> <li>• Who the City competes with for talent</li> <li>• Similar to City's size and characteristics</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluate data for reliability and validity</li> <li>• Understand current market position</li> </ul>	<ul style="list-style-type: none"> <li>• Aligned with market</li> <li>• Aids in recruitment &amp; retention</li> <li>• Maintains internal alignment</li> </ul>	<ul style="list-style-type: none"> <li>• Mitigate compression</li> <li>• Consistent approach for all employees</li> <li>• Fiscally responsible &amp; sustainable</li> </ul>	<ul style="list-style-type: none"> <li>• Annual process that is consistent</li> <li>• Fiscally responsible</li> <li>• Ensure desired level of competitiveness</li> </ul>
DELIVERABLES					
Documented Total Rewards Philosophy & Supporting Strategies	Labor Market Identified	Custom Survey Instrument Developed & Disseminated	Pay Structure Aligned with Market	Implementation Costing for all Employees	Documented Approach to Keep System Up-to-Date

*Communication Feedback Loops Throughout the Study Process*



# PROJECT INITIATION

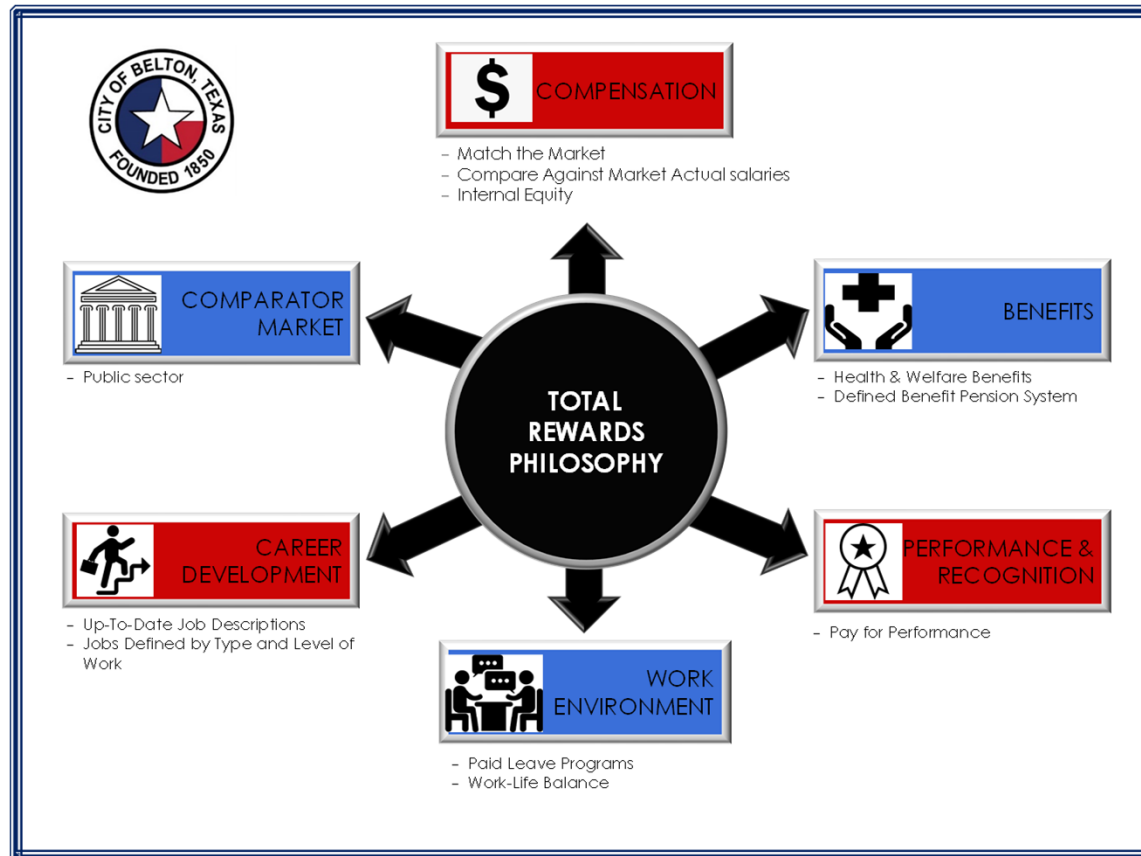
## Organizational Assessment

- ❖ Meeting with City's Project Team to understand the current and **desired state** of the compensation systems.
- ❖ City Project Team:

Sam Listi	City Manager
Gene Ellis	Assistant City Manager
Charlotte Walker	Director of Human Resources & Civil Service
Mike Rodgers	Director of Finance
Rebekah Phillips	Senior HR Generalist
Megan Odiorne	Senior Accountant
- ❖ LCG facilitated meetings with City leadership to understand **what is working well** and **where there are areas of opportunity**
- ❖ Documented the City's compensation **philosophy** and associated **strategies**
- ❖ Identified metrics to utilize in determining the City's **level of competitiveness** and **comparator labor market organizations**

# PROJECT INITIATION

## Total Rewards Philosophy



# MARKET SURVEY

## *Factors Considered for Comparator Labor Market Selection*

- ❖ Competition for talent
- ❖ Location/proximity to the City
- ❖ Cities of similar budget, population, and employee size
- ❖ Civil Service police and fire

# MARKET SURVEY

## Invited Peer Organizations

Participant	No Response
City of Buda	City of Denison
City of Burleson	City of Marshall
City of Copperas Cove	
City of Corinth	
City of Corsicana	
City of Gatesville	
City of Georgetown	
City of Harker Heights	
City of Hewitt	
City of Huntsville	
City of Hutto	
City of Killeen	
City of Leander	
City of Taylor	
City of Temple	
City of Waco	
City of Watauga	
City of Waxahachie	

### Notes:

1. Data from organizations in orange font were researched by LCG based on information provided directly from the organization; benchmarks were matched using job descriptions available on each organization's website or provided by the organization and matches were confirmed by the organization.
2. Data obtained from 90% of the identified labor market

# MARKET SURVEY

## Benchmark Jobs (65)

Accounting Technician	Director of Planning	Parks Superintendent
Administrative Assistant	Director of Public Works	Planner
Assistant Fire Chief	Dispatch Telecommunicator	Police Cadet
Assistant Public Works Director	Downtown Tourism & Development Coord.	Police Captain
Building Inspector	Executive Administrative Assistant	Police Chief
Building Official	Fire Captain	Police CID Investigator
Building Superintendent	Fire Chief	Police Lieutenant
City Clerk	Fire Driver/Operator	Police Officer
City Manager	Fire Lieutenant	Police Records Clerk
Code Enforcement Officer	Fire Marshal	Police Sergeant
Construction Inspector	Fire Paramedic	Public Information Officer
Court Administrator	Firefighter	Recreation Coordinator
Crime Scene Technician	Fleet Shop Superintendent	Senior Accountant
Custodian II	GIS Analyst	Senior HR Generalist
Customer Service Representative II	Grants Manager	Senior Maintenance Technician – Buildings
Deputy Chief	IT Systems Analyst	Senior Maintenance Technician – Parks
Director of Economic Development	Library Clerk II	Senior Maintenance Technician – Streets
Director of Finance	Maintenance Technician I – Parks	Senior Maintenance Technician – Water
Director of Human Resources	Maintenance Technician I – Sewer	Senior Meter Reader
Director of Information Technology	Maintenance Technician I – Streets	Street Superintendent
Director of Library Services	Mechanic	Water/Wastewater Superintendent
Director of Parks & Recreation	Office Manager	

# MARKET SURVEY

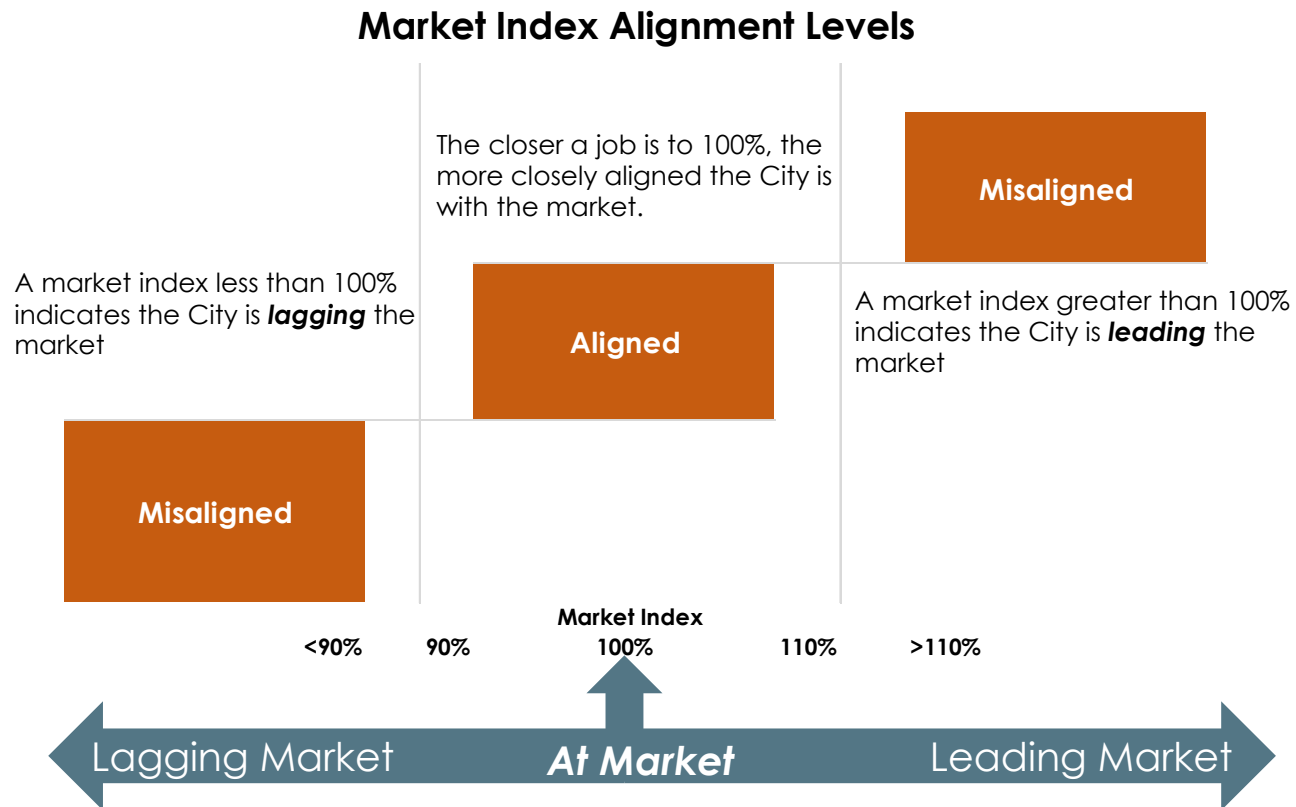
## *Custom Survey Data & Validation*

- ❖ The data for matched jobs from comparators included job title, number of incumbents, FLSA status, average time in position, base hours worked, average actual salary, and salary range
- ❖ Several data validation steps were completed to ensure the reliability of collected survey data, including:
  - Inputs from survey participants were reviewed and follow-up calls were initiated by LCG to clarify missing or questionable data submissions
  - Comparator organization job descriptions were reviewed for questionable job matches
  - Reported salary data was adjusted based on annual hours worked consistent with the City
    - 2,920 for Fire except Fire Marshal and Assistant Fire Chief
    - 2,080 for all other jobs
  - Outlier analysis performed on reported salary range inputs to identify extreme data
  - Survey inputs reviewed by senior level LCG staff to ensure data integrity and validity



# MARKET SURVEY

## Summary of Findings: Base Pay



# MARKET SURVEY

## Summary of Findings: Base Pay

- ❖ The median of market actual salaries were referenced as the basis for adjusting range midpoints for the non-civil service salary structure
- ❖ Range minimums and maximums were referenced for the civil service structures (sworn positions)
- ❖ Overall, LCG found that the City is very well aligned with the market for non-civil service jobs, but civil service jobs are out of alignment with the market.

Market Index	City Midpoint vs. Market 50 <sup>th</sup> Actual Salary	City Minimum vs. Market Minimum
Non-Civil Service	94.1%	
Civil Service - Fire		81.7%
Civil Service - Police		91.9%

# MARKET SURVEY

## Summary of Findings: Pay Practices & Benefits

City Leads Market	City Lags Market	City Comparable with Market
Police & Fire Supplemental (Assignment) Pay	Payment for Some Licenses (Irrigation, Pesticide, HVAC, SW Inspection, Electrician, Plumber)	Hiring Incentives for Police Officer & Firefighter
Vacation Accrual for Non-CS EEs >20 Yrs, Fire at all Svc. Levels, Police at 15+ Yrs of Svc	Minimum Number Hours Paid When EEs Called Back to Work	WW Treatment Operators A through C
Vacation Carry-Over for all EE groups		WW Collection Operators, Class II and III
HMO & HDHP Employer Contributions		Sick Leave Accrual for all EE Groups
Contribution Amounts to HSA		
Opt-Out Payments for those not Electing Group Medical Insurance		

# PROPOSED STRUCTURES & IMPLEMENTATION COSTS

## *Salary Structure Adjustments: Non-Civil Service*

### **Salary Structure Development:**

- ❖ Current midpoints were adjusted by 105.9%
- ❖ Adjustment based on the overall market index of City midpoints compared to market actual salaries.
- ❖ Range minimums and maximums were calculated using a 50% range spread (no change).

### **Recommended Grade Adjustment Rationale:**

- ❖ Jobs where the current midpoint is considered either misaligned or significantly misaligned
- ❖ Jobs where adjustments were necessary to maintain internal equity

### **Employee Pay Impact:**

- ❖ Where actual salary was significantly misaligned with market, pay adjustment to achieve market index of 90%
- ❖ Across the board increase of at least 2% increase

### **Cost to Implement:**

- ❖ Approximately \$139,377 (2.6% of current payroll)<sup>1</sup>

<sup>1</sup>Cost reflective of base pay only

# PROPOSED STRUCTURES & IMPLEMENTATION COSTS

## *Salary Structure Adjustments: Civil Service Police & Fire*

### **Step Development:**

- ❖ Adjusted for annual step movement rather than every other year
- ❖ Created a crosswalk to reference current rank level to new rank level and employees placed on step corresponding to current rank

Police Officer	
New	Previous
Cadet	Cadet
Patrol Officer Step 1	Patrol Officer Year 1
Step 2	Year 2
Step 3	Year 3
Step 4	Year 5
Step 5	Year 7
Step 6	Year 9
Step 7	Year 11
Step 8	
Step 9	
Step 10	

Firefighter	
New	Previous
Firefighter Year 1	Firefighter Year 1
Step 2	Year 2
Step 3	Year 3
Step 4	Year 5
Step 5	Year 7
Step 6	Year 9
Step 7	Year 11
Step 8	Year 13
Step 9	Year 15
Step 10	Year 17
Step 11	Year 19

# PROPOSED STRUCTURES & IMPLEMENTATION COSTS

## *Salary Structure Adjustments: Civil Service Fire*

### **Salary Structure Development:**

- ❖ Median (50<sup>th</sup> percentile) of market minimum for Firefighter (first rank in structure) and Assistant Chief (last rank in structure) used as basis for developing salary ranges in the fire structure
- ❖ Maintained pay range differentials for ranks between Firefighter and Assistant Chief.

### **Employee Pay Impact:**

- ❖ Employees placed at step corresponding to current rank

### **Cost to Implement:**

- ❖ Approximately \$351,863 (24.5% of current payroll)<sup>1</sup>

<sup>1</sup>Cost reflective of base pay only



# PROPOSED STRUCTURES & IMPLEMENTATION COSTS

## *Salary Structure Adjustments: Civil Service Police*

### **Salary Structure Development:**

- ❖ Median (50<sup>th</sup> percentile) of market minimum for Police Officer (first rank in structure at step 1)
  - The City's closest competitors (adjacent cities) were evaluated for starting rates given the competitive nature of hiring officers in the immediate area;
  - Based on the review of the resulting range minimum rate, it is recommended that a multi-year approach be taken to get the City in alignment with its adjacent cities (two-year fiscal approach)
- ❖ Median of market range maximums were utilized to establish the top step of higher ranks
- ❖ Steps for all ranks calculated utilizing a 2.5% differential between steps
- ❖ Methodology took into consideration compression between ranks (no step overlap between ranks)

### **Employee Pay Impact:**

- ❖ Employees placed at step corresponding to current rank

### **Cost to Implement:**

- ❖ Approximately \$507,815 (23.7% of current payroll)<sup>1</sup>

<sup>1</sup>Cost reflective of base pay only

# GUIDELINES FOR PAY ADMINISTRATION

## *Cost Implementation Considerations*

- ❖ Implementation costs are based on a point-in-time;
- ❖ No employee would be paid less than the salary range minimum for their assigned job;
- ❖ No increase for employee's whose pay exceeds the proposed range maximum;
- ❖ No employee's salary would decrease from their current rate;
- ❖ Costs do not take into consideration legally required payroll expenses (i.e., FICA) or benefits costs associated with payroll expenses (i.e., retirement contributions), or overtime and/or supplemental/certification pay;
- ❖ The City may wish to apply discretion in some instances to account for performance and tenure that have not been implemented in the past or accounted for in our implementation models;
- ❖ A multi-year strategy for implementation may need to be considered, depending on the financial ability of the City to implement; however, LCG does not recommend extending the phase-in period beyond two years.

# GUIDELINES FOR PAY ADMINISTRATION

## *Maintenance of Compensation System*

- ❖ Annual adjustments to the salary structure based on cost of labor changes
  - Helps to ensure the salary structure remain externally competitive
  
- ❖ Annual increases in employee pay
  - Utilize actual salary to determine increases (current practice based on midpoint)
  
- ❖ Conduct a salary survey approximately every three (3) years
  - Validate the pay system against the City's targeted comparator market to ensure pay structure remains competitive and aligned with desired market position

# Implementation of the Compensation Study



## Projected Expenditures 2022 to 2025

<b>Expenditures</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
Beginning salary and wages	\$ 9,533,360	\$ 10,123,752	\$ 11,123,965	\$ 11,548,231
Additional personnel costs				
Study implementation	\$ 499,528	\$ 499,528	\$ -	\$ -
Annual step/merit (2.5%) plus COLA (1.0%)	-	346,747	358,970	371,623
Taxes and retirement	90,864	153,937	65,297	67,598
Total additional personnel costs	\$ 590,392	\$ 1,000,212	\$ 424,267	\$ 439,221
Ending salary and wages	\$ 10,123,752	\$ 11,123,965	\$ 11,548,231	\$ 11,987,452
Cumulative increase to expenditures	\$ 590,392	\$ 1,590,605	\$ 2,014,871	\$ 2,454,092

## Projected Revenues 2022 to 2025

Revenues	FY 2022	FY 2023	FY 2024	FY 2025
Beginning General Fund budget	\$ 17,470,200	\$ 17,470,200	\$ 18,172,582	\$ 19,006,031
Additional recurring revenue				
Estimated property tax growth at \$0.63	\$ -	\$ 456,499	\$ 575,272	\$ 615,466
Estimated annual sales tax growth at 5%	-	245,883	258,177	271,086
Total additional recurring revenue	\$ -	\$ 702,382	\$ 833,449	\$ 886,552
Ending General Fund budget	\$ 17,470,200	\$ 18,172,582	\$ 19,006,031	\$ 19,892,583
Cumulative increase to revenues	\$ -	\$ 702,382	\$ 1,535,831	\$ 2,422,383



## Net Budgetary Effect 2022 to 2025

<b>Net budgetary effect</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
Cumulative increase to expenditures	\$ 590,392	\$ 1,590,605	\$ 2,014,871	\$ 2,454,092
Cumulative increase to revenues	-	(702,382)	(1,535,831)	(2,422,383)
Net expenditures over revenue	\$ 590,392	\$ 888,223	\$ 479,040	\$ 31,709
Available one-time revenues				
FY 2022 budgeted pay plan adjustments	\$ 568,670	\$ -	\$ -	\$ -
American Rescue Plan Act	-	900,000	300,000	-
Assigned General Fund reserves	-	-	162,000	168,000
<b>Net budgetary effect</b>	<b>\$ 21,722</b>	<b>\$ (11,777)</b>	<b>\$ 17,040</b>	<b>\$ (136,291)</b>

# QUESTIONS





# Thank You

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Logic Compensation Group





# Staff Report – City Council Agenda Item

## Agenda Item #17

Discuss possible uses for Federal funds provided by the American Rescue Plan Act of 2021.

### Originating Department

Finance Department – Mike Rodgers, Director of Finance

### Summary Information

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
- **Provide premium pay for eligible workers** performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.

The City of Belton was allocated a total of \$5,670,581 of SLFRF funds. Distributed in two tranches, the first payment of \$2,835,290.72 was received on August 23, 2021. The second payment of the same amount will be received on August 23, 2022. Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026.

These funds can be used to assist a large portion of the community through direct financial assistance, grants to small businesses and hoteliers, investments in neighborhoods and infrastructure, and replacing lost revenue for the City of Belton. A sample funding allocation is included in the presentation. After receiving input from City Council, a resolution will be presented at the next meeting to formalize the allocation.

**Fiscal Impact**

\$5,670,581 over two years


**Recommendation**

None

**Attachments**

Staff Presentation





# AMERICAN RESCUE PLAN ACT OF 2021



Funding Discussion

February 8, 2022



# American Rescue Plan Act of 2021 (ARPA)

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency.



# American Rescue Plan Act of 2021

The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity



# American Rescue Plan Act of 2021

There are four categories of eligible expenditures:

- Public health and negative economic impacts
- Premium pay for eligible workers
- Government services to the extent of revenue loss, up to \$10 million
- Investments in water, sewer, and broadband infrastructure



# ARPA Funding for the City of Belton, Texas

- The City of Belton was allocated \$5,670,581 of SLFRF funds
- Distribution will be made in two tranches:
  - The first payment of \$2,835,290.72 was received on August 23, 2021
  - The second payment of the same amount will be received one year later
- All funds must be obligated by Dec 31, 2024, and spent by Dec 31, 2026



Expenditure Type	Expenditure Description	Amount
Replacing lost public sector revenue	Implementation of 2022 compensation study	\$1,200,000
Assistance to households	Utility bill assistance (\$100 per customer)	800,000
Assistance to households	Assistance to local food distribution programs	100,000
Assistance to small businesses	Small business grants	250,000
Aid to impacted tourism industry	Grants to hoteliers to mitigate hardship	300,000
Disproportionately impacted households	Neighborhood investment - standpipe park	1,500,000
Water, sewer and broadband projects	Modernize metering equipment	500,000
Water, sewer and broadband projects	Projects in Capital Improvements Program	1,000,000
	<b>Total</b>	<b>\$5,650,000</b>





# Future meetings



A resolution will be presented to formalize the funding allocation

Approval of expenditures and other implementation details will follow.