



CITY OF BELTON

**City Council Workshop Agenda
Tuesday, January 12, 2016 - 4:00 p.m.
Smith Room, Harris Community Center
401 N. Alexander, Belton, Texas**

1. Call to order.
2. Discuss and provide direction on development of a Growth Management Strategy, as recommended in the FY2016 Strategic Plan
3. Discuss Professional Services Agreement with Kasberg, Patrick & Associates on the MLK, Jr. Avenue/Main Street Intersection project.
4. Discuss TDHCA Tax Credit Program update and proposal.
5. Discuss TAP grant match partnership funding.
6. Discuss Downtown parking.
7. Discuss any items listed on the attached regular Council meeting agenda for January 12, 2016.
8. Adjourn.

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



CITY OF BELTON

OFFICE OF THE CITY MANAGER

**City Council Workshop Agenda
Tuesday, January 12, 2016 - 4:00 p.m.
Smith Room, Harris Community Center
401 N. Alexander, Belton, Texas**

1. **Call to order.**
2. **Discuss and provide direction on development of a Growth Management Strategy, as recommended in the FY2016 Strategic Plan.**

Please see attached background on importance of initiating a growth management study, as reflected in the Strategic Plan. Staff will look to Council for input on areas of interest, possible study boundaries, and considerations that should guide the pending land use study.

3. **Discuss Professional Services Agreement with Kasberg, Patrick & Associates on the MLK, Jr. Avenue/Main Street Intersection project.**

Council previously requested a work session to discuss this intersection design, and implications of MLK traffic and the Performing Arts Center once the MLK project is complete. Interim City Engineer Angellia Points and KPA's Mack Parker will outline the anticipated considerations and seek Council input on this upcoming analysis.

4. **Discuss TDHCA Tax Credit Program update and proposal.**

A different development group is proposing a tax credit apartment development. Wade Bienski, representing Homestead/Commonwealth Development, will discuss his firm's application, and outline significantly changed requirements of TDHCA, including reduced local match. Location is unchanged, near the corner of Sparta and Commerce.

5. **Discuss TAP grant match partnership funding.**

Mayor Pro Tem Leigh asked to place this agenda item on a work session to discuss the potential of seeking partnership funding in the community for the City's

increased match in support of the recently approved Trail Grant Project funded by TxDOT.

6. Discuss Downtown parking.

Mayor Pro Tem Leigh requested a work session on this topic, as Downtown parking has become increasingly scarce. Discussion will explore ways to continue to entice retailers to explore Downtown locations, while working with the available parking.

7. Discuss any items listed on the attached regular Council meeting agenda for January 12, 2016.

8. Adjourn.

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Belton City Council Work Session
Growth Management Issues
January 12, 2016

A City's Growth Management Strategy should be the result of responsibly evaluating influences on Belton's future including:

- **Land Use Compatibility and Anticipated Development** – Existing, Pending, and Future.
- **Transportation Impacts** – IH 35, IH 14/US 190, FM 93, SH 439, TX 317, FM 436, Lake to Lake Road, Loop 121 – Regional Thoroughfare Plans; 2015 Thoroughfare Plan.
- **Municipal Infrastructure Investments** – Facilities, Services, Utility Infrastructure Extension guided by annexation.
- **Municipal Service Extension/Standards** – Fiscal impact to extend police, fire, street maintenance, city code enforcement, building inspection.
- **ETJ** – Extraterritorial Extension – Annexation can only occur within Belton's 1 mile ETJ (based on city population between 5,000 and 24,999 inhabitants) and, following annexation, the City's ETJ is extended by 1 mile, subject to Agreement areas or other ETJ's.
- **CCN Influences** – Certificate of Convenience and Necessity to serve utilities (water/ sewer). Belton's growth occurring within CCN's held by 439 Water Supply Corporation (WSC), Dog Ridge WSC, and Armstrong WSC. Sewer CCN pending south, west.

Belton City Council Annexation Work Session
(continued)
01/12/16

1. Some reasons for Belton to consider annexation:

- A. Plan Implementation. Area is part of a growth management plan for annexation. An annexation schedule would eliminate annexation uncertainty.
- B. Development. Area contains existing or pending development, or is undergoing development. Annexation responds to need to plan for growth based on development.
- C. Land Use Compatibility. Area has a close relationship to the City including roads, investments, facilities and services. Annexation allows for street corridor and land use planning and protection by seeking compatible development on both street sides through application of land use zoning standards.
- D. Service Extensions. Annexation addresses systematic, programmatic, and cost effective extension of City services to properties/residents:
 - police, fire, code enforcement
 - maintenance of existing streets, parks, open space
 - animal control
 - library, parks
 - storm sewer
 - sanitary sewer and water based on CCN

A city must carefully analyze its ability to pay for infrastructure, capital costs, and personnel costs resulting from annexation.

- E. Standards/Authority. Annexation allows for the logical extension of municipal authority/standards to an urbanizing area at the edge of the City – zoning, building codes, permits, other City codes/standards. Extends voting/taxing authority to assure residents and businesses which benefit from access to City services share in their cost.
- F. Infrastructure Investment. Annexation guides urban growth through utility extension policies – water, sewer, streets, and capital improvement planning funding, since such urban services are typically only extended within the City limits.
- G. Extraterritorial Jurisdiction (ETJ). Area is located within the City’s one mile ETJ and outside “agreement” areas. Upon annexation, one mile ETJ boundary will be extended, subject to pre-existing conditions.

Belton City Council Annexation Work Session
(continued)
01/12/16

2. Texas State Legislative Standards:

- A. Annexation Plan – 3 year plan required for major annexations.
- B. Exceptions:
 - a) Areas with less than 100 tracts with one or more dwellings on each tract.
 - b) Petition – voluntary annexation request.
 - c) Vital public need:
 - imminent property destruction/injury
 - condition/use constituting a public or private nuisance
- C. Service/facility inventory required – after adoption of Plan.
- D. Negotiations with landowners may be needed on services.
- E. Arbitration with landowners may be needed on services.
- F. Annexation limited to a City's ETJ – maximum one-mile distance based on Belton's population. Minimum annexation area is 1000' in width generally, unless city limits on two sides.
- G. Can annex 10% City land area per year, but can be carried over for a maximum 30% of City land area at any one time. Belton currently contains 20.06 square miles; (10% x 20.06 square miles = 2.006 sq. mile minimum available for annexation. Approximately six square miles possible if carry over exercised.
- H. Service and infrastructure extension commitment.
 - a) Soft services – police, fire, inspections, street maintenance, etc. – begin immediately.
 - b) Capital improvements required under the State Statute:
 - must be identified if commitment to build
 - must be substantially complete within 2½ years.
 - a water district with a CCN continues to be responsible until/if CCN releases area.

3. Observations/Seeking Input:

- A. Review city limit/ETJ boundaries.
- B. Evaluate priorities of highway corridors, growth pressures.
- C. Acknowledge typical property owner opposition to involuntary annexation.
- D. Consider annexation study areas and provide input.

Belton City Council Annexation Work Session
(continued)
01/12/16

City Land Area and
Three Year Belton Annexation History
2013-2015

City Land Area Prior to 2013 Annexation: 19.7 square miles or 12,613.74 acres

NOTE: A City may annex up to 10% of its land area each year and a three year carryover is possible.

Recent Annexations:

Maximum Land Area Available
for Annexation by Year:

2013: 15.69 acres – Voluntary from B.I.S.D. for Chisholm Trail Elementary

Total Resulting Acres in City: 12,629.43 (10% of Land Area) = 1,262.94 acres

2014: None

Total Acres in City: 12,629.43 (10% of Land Area) = 1,262.94 acres

2015: 59.555 acres – Voluntary from McLean for Chisholm Trail West residential subdivision

149.413 acres – 15.992 acres voluntary from B.I.S.D. and
133.421 acres voluntary from McLean for
Hubbard Branch residential subdivision

Total Acres Annexed in 2015: 208.97 acres

Total Resulting Acres in City: 12,838.40 (10%) = 1,283.84 acres

3 Year Maximum Available: 3,809.72 acres

Total Acres in City: 12,838.40 acres

Total Square Miles in City: 20.06 square miles (640 acres/square mile)

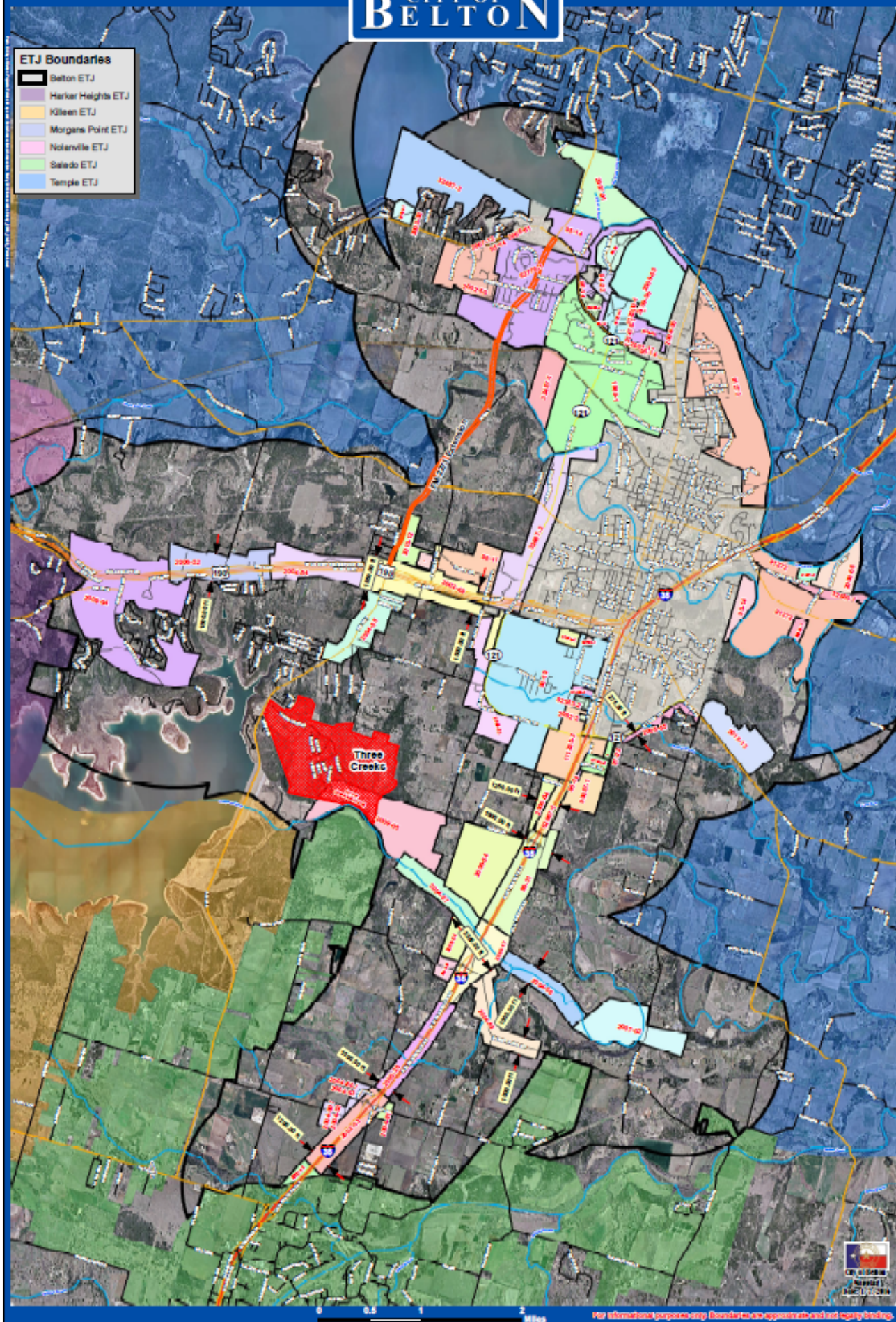
Total Acres Available for Annexation (3 years/30%): 3,809.72 acres or 5.95 square miles

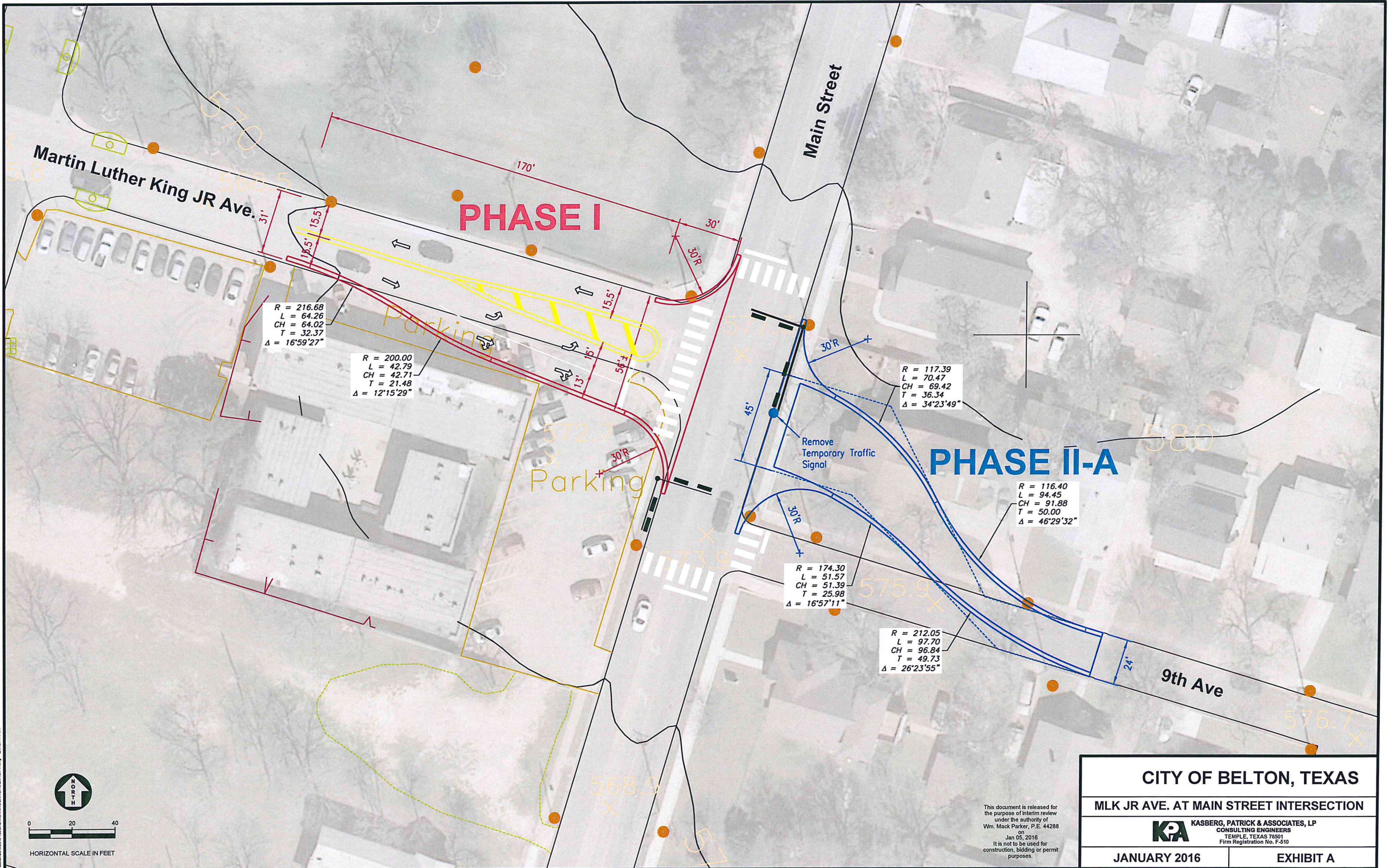
Total Acres Available for Annexation (1 year/10%): 1,283.84 acres or 2.006 square miles

CITY OF BELTON

ETJ Boundaries

- Belton ETJ
- Harker Heights ETJ
- Killeen ETJ
- Morgans Point ETJ
- Nolanville ETJ
- Salado ETJ
- Temple ETJ





PHASE I

PHASE II-A

$R = 216.68$
 $L = 64.26$
 $CH = 64.02$
 $T = 32.37$
 $\Delta = 16^{\circ}59'27''$

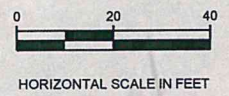
$R = 200.00$
 $L = 42.79$
 $CH = 42.71$
 $T = 21.48$
 $\Delta = 12^{\circ}15'29''$

$R = 117.39$
 $L = 70.47$
 $CH = 69.42$
 $T = 36.34$
 $\Delta = 34^{\circ}23'49''$

$R = 116.40$
 $L = 94.45$
 $CH = 91.88$
 $T = 50.00$
 $\Delta = 46^{\circ}29'32''$

$R = 174.30$
 $L = 51.57$
 $CH = 51.39$
 $T = 25.98$
 $\Delta = 16^{\circ}57'11''$

$R = 212.05$
 $L = 97.70$
 $CH = 96.84$
 $T = 49.73$
 $\Delta = 26^{\circ}23'55''$



CITY OF BELTON, TEXAS

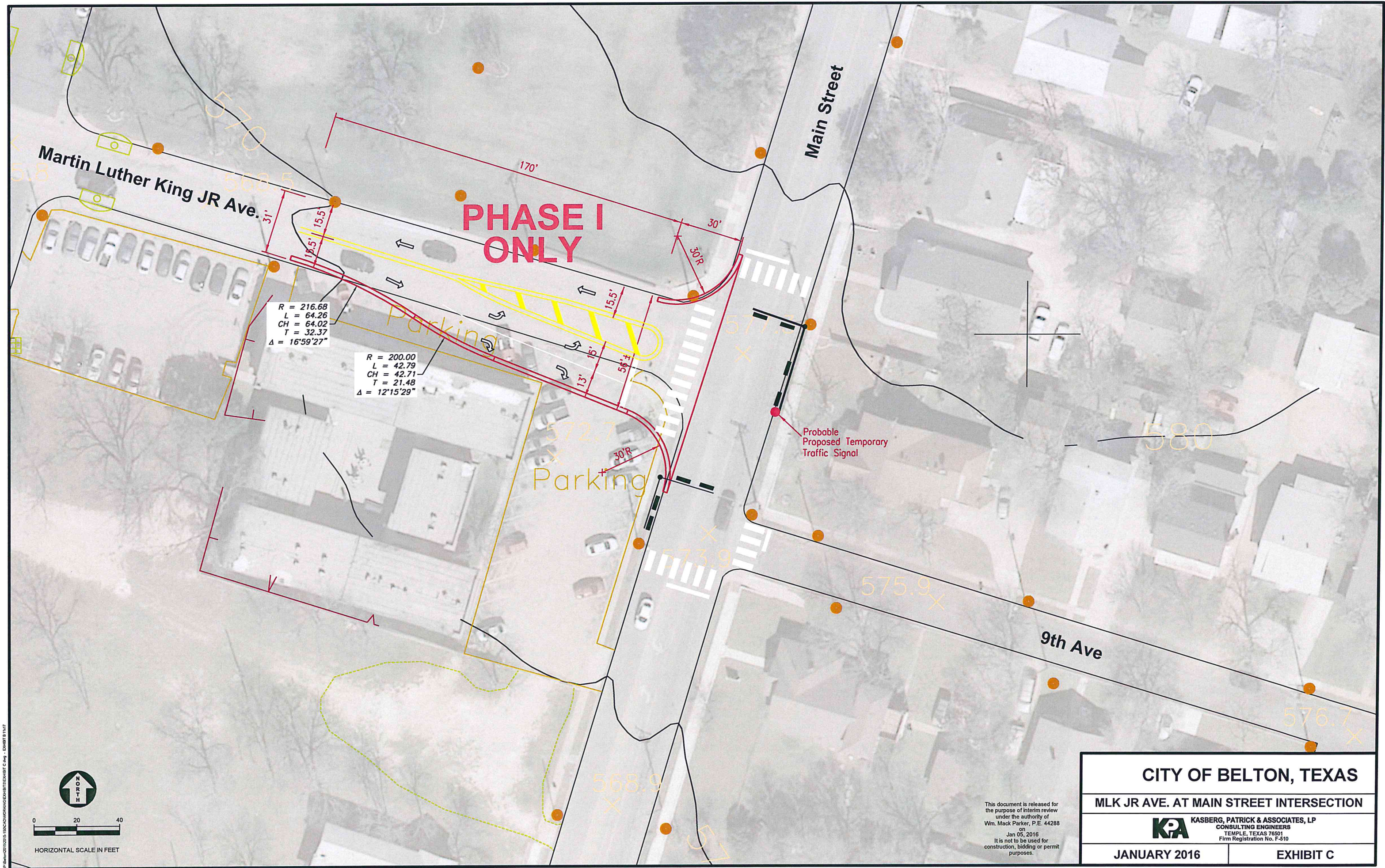
MLK JR AVE. AT MAIN STREET INTERSECTION

KPA KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501
Firm Registration No. F-510

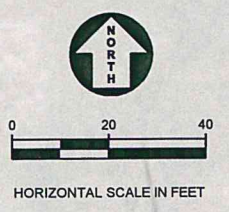
JANUARY 2016


EXHIBIT A

This document is released for the purpose of interim review under the authority of Wm. Mack Parker, P.E. 44288 on Jan 05, 2016. It is not to be used for construction, bidding or permit purposes.



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CITY OF BELTON, TEXAS	
MLK JR AVE. AT MAIN STREET INTERSECTION	
 KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS TEMPLE, TEXAS 76501 Firm Registration No. F-510	
JANUARY 2016	EXHIBIT C

This document is released for the purpose of interim review under the authority of Wm. Mack Parker, P.E. 44288 on Jan 05, 2016. It is not to be used for construction, bidding or permit purposes.

From: Wade Bienski [<mailto:achinc@hotmail.com>]
Sent: Wednesday, January 06, 2016 8:36 PM
To: Sam Listi
Subject: RE: Meeting Comment Outline

Sam, yes I will be there. My presentation will be brief, will go over basics:

Development cost
Present rendering of property
Income and Rent Limits
Development Description
Developer Info
Requirements from City and TDHCA

I won't take long, and can use most of the time to answer any questions. Also, just in case there is any confusion, we sent out fax notification letters, and the developer has three different entity names he uses. One is Homestead, and another is Commonwealth, which I believe is the name he used on the fax. Thanks!

Wade Bienski
Homestead Development
979-324-7775

From: SListi@BeltonTexas.Gov
To: achinc@hotmail.com
Subject: Meeting Comment Outline
Date: Wed, 6 Jan 2016 20:20:11 +0000

Wade, will you be attending Belton Council meeting on 1/12 for work session? Time TBD, but will likely be between 4:00 and 5:30 pm.

Can you send me an outline of your comments. Need to keep it to about 10 minutes, with time for a few questions. Thanks.

Sam A. Listi

City Manager
City of Belton
P.O. Box 120
Belton, Texas 76513
(254) 933-5818
www.belontexas.gov





CITY OF BELTON

**City Council Meeting Agenda
Tuesday, January 12, 2016 - 5:30 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Mayor Marion Grayson.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Interim City Engineer Angellia Points.

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

Invocation. The Invocation will be given by Andy Davis, Senior Pastor of First Baptist Church of Belton.

1. Call to order.
2. Public comments.
3. Presentations and Recognitions:

A. Presentations by Fire Chief Bruce Pritchard:

- (1) Santa Pal
- (2) Food Drive for Helping Hands Ministry
- (3) Fire Department Christmas Photo of the Year

B. Recognitions:

- (1) Firefighter Alan Holland graduated as the Valedictorian of his Firefighter Class at McLennan Community College.

- (2) Firefighter Ethan White graduated as the Valedictorian of his online Firefighter Class.

Consent Agenda

Items 4-6 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. Minutes of December 8, 2015 City Council Meeting
5. Consider appointments/reappointments to the following Boards/Commissions:
 - A. Central Texas Housing Consortium Board
 - B. Zoning Board of Adjustment
6. Consider a resolution declaring that the updated January 1, 2016, population of the City of Belton is 20,517.

Planning and Development

7. Hold a public hearing and consider a zoning change from Retail to Neighborhood Service Zoning District for the construction of a proposed new salon building at 803 East 6th Avenue, located on the north side of East 6th Avenue, east of North Birdwell Street and west of Continental Street.

Miscellaneous

8. Consider authorizing the City Manager to execute an agreement for professional services related to the design of the intersection at Martin Luther King, Jr. Avenue and Main Street.
9. Consider authorizing the City Manager to execute a 1-year extension to the existing contract with Dixon Paving Inc. for annual construction materials and infrastructure projects.
10. Consider establishment of an employee wellness program to include reimbursement of fees for documented participation.
11. Consider approval of ordinances on first reading and set the public hearing for January 26, 2016, granting commercial solid waste collection franchises to the following companies:
 - A. Republic Services, Inc.
 - B. Waste Management, Inc.

- C. Progressive Waste Solutions
- D. Eagle Disposal
- E. Kerr Waste Services, LLC
- F. Temple Iron & Metal

12. Consider authorizing the City Manager to execute an agreement for professional services related to the design and construction of the South Belton Sewer Service Project.

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



CITY OF BELTON

OFFICE OF THE CITY MANAGER

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1. Call to order.
2. Public comments.
3. Presentations and Recognitions:

A. Presentations by Fire Chief Bruce Pritchard:

- (1) Santa Pal
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4. Minutes of December 8, 2015 City Council Meeting

Recommend approval.

5. Consider appointments to the following Boards/Commissions:

A. Central Texas Housing Consortium Board

B. Zoning Board of Adjustment

Recommend appointment of Todd Schiller to the Central Texas Housing Consortium Board replacing Susan Kincannon whose term has ended. Recommend appointment of Lewis Simms (currently an alternate) to a regular board position on the Zoning Board of Adjustment replacing Tony Gallagher who has resigned.

6. Consider a resolution declaring that the updated January 1, 2016, population of the City of Belton is 20,517.

Recommend adoption of the resolution establishing Belton's population as 20,517.

Planning and Development

7. Hold a public hearing and consider a zoning change from Retail to Neighborhood Service Zoning District for the construction of a proposed new salon building at 803 East 6th Avenue, located on the north side of East 6th Avenue, east of North Birdwell Street and west of Continental Street.

Recommend holding the public hearing and approving the zoning change as presented in the Staff Report.

Miscellaneous

8. Consider authorizing the City Manager to execute an agreement for professional services related to the design of the intersection at Martin Luther King, Jr. Avenue and Main Street.

Recommend authorization to execute the professional services agreement with Kasberg, Patrick & Associates for the design of the MLK Jr./Main intersection as presented.

9. **Consider authorizing the City Manager to execute a 1-year extension to the existing contract with Dixon Paving Inc. for annual construction materials and infrastructure projects.**

Recommend approval of the 1-year contract extension with the 2016 pricing as presented. This is the final year of the contract.

10. **Consider establishment of an employee wellness program to include reimbursement of fees for documented participation.**

Recommend establishment of the employee wellness program and reimbursement of fees as presented in the Staff Report.

11. **Consider approval of ordinances on first reading and set the public hearing for January 26, 2016, granting commercial solid waste collection franchises to the following companies:**

- A. Republic Services, Inc.
- B. Waste Management, Inc.
- C. Progressive Waste Solutions
- D. Eagle Disposal
- E. Kerr Waste Services, LLC
- F. Temple Iron & Metal

Recommend approval on first reading and setting the public hearing for January 26, 2016.

12. **Consider authorizing the City Manager to execute an agreement for professional services related to the design and construction of the South Belton Sewer Service Project.**

Recommend authorization to execute the professional services agreement with Halff Associates for the design of the South Belton Sewer Service Project as presented in the Staff Report.

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
December 8, 2015 – 5:30 P.M.

The Belton City Council met in regular session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem David K. Leigh, Councilmembers Craig Pearson, Paul Sanderford, Dan Kirkley, Guy O'Banion and Jerri Gauntt. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Susan Allamon, Erin Smith, Angellia Points, Byron Sinclair, Charlotte Walker, Cynthia Hernandez, Aaron Harris, Matt Bates, Ed Bandas, Erin Smith, Bruce Pritchard and Paul Romer.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Guy O'Banion, the Pledge of Allegiance to the Texas Flag was led by Director of Library Services Kim Kroll, and the Invocation was given by Justin Childers, Pastor of Miller Heights Baptist Church.

1. **Call to order.** The Mayor called the meeting to order at 5:32 p.m.
2. **Public comments.** Chief Bruce Pritchard of the Belton Fire Department provided the results of the Department's recent fund raising event for the Muscular Dystrophy Association. Chief Pritchard said the department collected a total of \$15,543 which is an increase of \$3,764 over last year's event.

Consent Agenda

Items 3-5 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. **Minutes of November 24, 2015, City Council Meeting.**
4. **Consider the purchase of a backhoe for the Water Department as provided for in the FY2016 Water Maintenance Budget.**
5. **Consider authorizing purchase of the following as provided for in the Equipment Replacement Fund and in the FY2016 Utility Administration budget:**
 - A. **One (1) $\frac{3}{4}$ -ton Regular Cab Utility Body Pickup for Building Maintenance;**
 - B. **One (1) $\frac{1}{2}$ -ton Crew Cab Pickup for Parks;**
 - C. **One (1) $\frac{1}{2}$ -ton Crew Cab Pickup for Water; and**
 - D. **One (1) $\frac{3}{4}$ -ton Crew Cab Utility Body Pickup for Streets.**

Upon a motion by Mayor Pro Tem David K. Leigh and a second by Craig Pearson, the Consent Agenda items 3 - 5 were unanimously approved by a vote of 7-0.

Regular Agenda

6. Consider a request from Reyes Jimenez for an adjustment in the lien amount for property located at 410 W. Avenue F.

City Manager Sam Listi told the Council that Reyes Jimenez had requested a reduction in the lien amount due on 410 W. Avenue F. Mr. Jimenez purchased the property at the tax sale held on October 6, 2015. The total liens on the property amount to nearly \$15,000, and include demolition of a house, tire removal, repeated mowing and debris removal in addition to interest and recording fees.

Mr. Listi explained that prior to the auction, Mr. Jimenez was presented with the total liens due on the property by Assistant Finance Director Susan Allamon, and the Sheriff also read aloud the total balance due of \$14,933.48. Mr. Jimenez inquired about settlement options at that time, but he was advised that our policy would not allow staff to settle below the principal amount of \$8,540.

After the sale, Ms. Allamon researched all City hard costs to determine the lowest possible amount City Staff had authority to settle on under the City's recently adopted policy, and it totaled \$7,014. Mr. Jimenez declined this proposed settlement, and requested Council consideration to reduce the lien amount further. Mr. Listi explained that Mr. Jimenez made an offer of \$5,000 to settle the liens.

Mr. Listi stated that he was concerned about the possibility of setting a precedent on the reduction of liens on the property, but added that the lien settlement would clear the City's books and could increase the taxable value of the property with the possibility of new home construction within the next few years.

Mr. Jimenez addressed the Council stating that several members of his family live in that area of town, and that he had grown up in that neighborhood. Mr. Jimenez explained that he and his father had taken care of the lot over the years when it needed mowing. Mr. Jimenez offered to pay \$1,500 immediately toward settlement of the liens against the property and the remaining \$3,500 within six months.

Mayor Pro Tem Leigh said that he felt it was a dangerous precedent to negotiate below our out-of-pocket costs. The policy was written to recoup the City's hard costs, and he doesn't feel that we should negotiate below that amount.

Councilmember O'Banion clarified that the Staff's recommendation per the Staff Report was to accept the \$5,000 offer made by Mr. Jimenez. He also pointed out that had the City not been bidding against Mr. Jimenez, he might have gotten the property for a lot less and been able to pay more toward the outstanding liens.

Councilmember Paul Sanderford pointed out that considering less than the hard cost amount is not establishing a precedent because a precedent is something binding. The policy is written to allow us to consider each case and any extenuating circumstances that may need to be considered.

Councilmember Dan Kirkley made a motion to accept the \$5,000 offer with \$1,500 due immediately and to allow Mr. Jimenez all of calendar year 2016 to pay the balance with no liens released until the balance is paid in full. The motion was seconded by Councilmember Guy O'Banion and the item was approved by a vote of 5-2. Mayor Grayson and Mayor Pro Tem Leigh provided the dissenting votes.

7. Hold a public hearing and consider an amendment to Part II, Chapter 11, Section 11-16, Sale of Beverages in Certain Areas Prohibited, of the Code of Ordinances to exempt the Central Business District from the 300-foot separation requirement from a church, public school or public hospital.

Director of Planning Erin Smith presented the Staff Report for this item. She explained that the 300-foot separation requirement is hindering Downtown retail development. She stated that the Central Business District should be exempt from the 300-foot separation requirement since this area remains a strong element of the City's retail market. She explained that we are encouraging additional retail uses there, and many Downtown buildings lend themselves to mixed uses, including restaurants and possibly churches on a temporary basis. Mrs. Smith told the Council that there does not appear to be any schools or hospitals within 300 feet that will be adversely affected by this amendment, and this exemption will only apply to the Downtown Belton area zoned Central Business District.

Mrs. Smith further explained that the proposed amendment to the Code of Ordinances will not change the requirement for review, and approval of a Specific Use Permit in the Central Business District, if the primary source of revenue is sales from alcoholic beverages as shown:

1. All alcoholic beverages >50% and <75% revenue from alcohol (sports bars)
2. All alcoholic beverages 75% or more revenue from alcohol (bars)

The Mayor opened the public hearing on this item.

Dusti Miller of 1600 George Wilson Road spoke in support of the amendment. His family owns Miller's BBQ, and they have been trying to find a location in the downtown area to expand their restaurant. They have been limited by this restriction.

Seeing there was no one else wishing to speak for or against the item, the Mayor closed the public hearing.

Councilmember Craig Pearson said he had been approached in the past about amending this part of the code. Councilmember Jerri Gauntt stated that she felt this was a "slippery slope," but she voiced support to encourage development of the downtown area.

Upon a motion by Councilmember Pearson and a second by Councilmember O'Banion, the following captioned ordinance passed unanimously upon a vote of 7-0.

ORDINANCE NO. 2015-55

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 11, ARTICLE II, SECTION 11-16, SALE OF BEVERAGES IN CERTAIN AREAS PROHIBITED, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, RELATING TO THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

8. Consider approval of a conceptual plan for a Police Memorial to be erected at the Belton Police Department as a 2016 Leadership Belton project.

Interim City Engineer Angellia Points presented this item as a member of the Leadership Belton Class of 2016. She explained to the Council that one of the Leadership Belton teams had chosen to erect a Police Memorial as its group project. The memorial is proposed to be erected on the southeast corner of the Belton Police Department property. The original memorial had been a part of the Police Department expansion, but it had been removed from the scope due to its cost.

Mrs. Points explained that the group had selected this project because it would provide a gateway entrance sign for the Police Department, and it would honor those who have served, are serving, and also it would honor the lone Belton officer who was killed in the line of duty. Leadership Belton will partner with Fine Line Design & Build, the Belton Rotary Club and the City for this project which is estimated to cost \$26,280. The City has earmarked \$12,000 of the Police Department expansion budget for this project, the Rotary Club has pledged \$10,000 and the rest of the needed funds will be raised through the group's fundraising campaign.

Mrs. Points added that the Leadership Belton project team responsible for the project consisted of herself and Amy Casey from the City of Belton, Daniel Bucher from Grand Avenue Theater, Emily Dossman from Bell County Museum, John Burgess from Harper-Talasek Funeral Home, Kristen Bulgrien from Helping Hands Ministry, and Matt Taylor from Dead Fish Grill. The group anticipates breaking ground in March for a May project completion. Mrs. Points added that the group will host a dedication ceremony following project completion.

Upon a motion by Councilmember Gauntt and a second by Councilmember Kirkley, the item was unanimously approved by a vote of 7-0.

9. Receive an end-of-year update on the FY2015 budget.

Finance Director Brandon Bozon provided an end-of-year update for the FY2015 budget. He stated that FY2015 had been a good year financially for the City. In most funds, revenues came in higher than budgeted and expenditures came in under budgeted amounts. These savings helped to fund Year 1 of the Capital Equipment Replacement Fund.

Mayor Grayson thanked City Staff and Council for their diligence in saving money and keeping taxes as low as possible.

There being no further business, the Mayor adjourned the meeting at 6:26 p.m.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Agenda Item #5

Consider appointments/reappointments to the following Boards/Commissions:

- A. Central Texas Housing Consortium; and
- B. Zoning Board of Adjustment.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

- A. Central Texas Housing Consortium:

Susan Kincannon's term is set to expire on 1/27/16. She does not wish to be reappointed due to her BISD commitments. CTHC is recommending Todd Schiller be appointed.

- B. Zoning Board of Adjustment:

Tony Gallagher has resigned effective immediately. He recently moved outside the Belton city limits. The Mayor is recommending Lewis Simms be moved from an alternate position to regular board member position to fill the unexpired term ending 6/25/16. We will recommend a replacement to fill the unexpired alternate term ending 8/22/17 at a later date.

Fiscal Impact

N/A

Recommendation

Recommend approval of the appointments as recommended by Mayor Grayson and CTHC.

Staff Report – City Council Agenda Item



Agenda Item #6

Consider a resolution declaring that the updated January 1, 2016 population of the City of Belton is 20,517.

Originating Department: Planning – Erin Smith, Director of Planning

Summary Information

The Planning Department staff has prepared a revised estimate of the current population utilizing data available from the U.S. Census Bureau, combined with building permit and annexation data. The base year 2010 Census population was used, and new construction and demolitions accounted for, from 2010 to present. A total dwelling unit count, and an occupied unit count, was determined, and an average persons per household multiplier applied. The appropriate vacancy rate was also utilized, also from the 2010 Census.

This estimate represents a standard and conservative methodology used to determine a population estimate in the years between the decennial Census of Population and Housing. Council requested we prepare this estimate annually, utilizing the accepted projection methodology, to keep us informed of population growth in the years between the decennial Census. As we approach six years since the last U.S. Census, it is important to estimate population growth to evaluate services, plan for the future, and develop updated economic development marketing materials for the community, which now appears to have crossed the 20,000 population threshold. According to the 2016 population estimate, there was a 12.6% increase in population from the 2010 Census.

Fiscal Impact

None, since grants and other data-driven matters require use of official U.S. Census numbers, in this case 2010 number: 18,216

Recommendation

Recommend approval of the proposed resolution declaring an updated population for the City of Belton to be 20,517 (up from 18,216, the population on April 1, 2010, provided in 2010 by the U.S. Census Bureau).

Attachments

Population Estimate Calculations
Proposed Resolution

City of Belton (Bell County), Texas
Population Estimate for January 1, 2016

1. Census Day 2010 Data 04/01/10 Population 18,216

Total Dwelling Units	6,612
Occupied Dwelling Units (93.3%)	6,168
Persons Per Household/Total	2.64/16,289
Persons in Group Quarters	1,927
Total Population	18,216

2. Dwelling Unit Additions 2013-2015 (SF, 2F, MF, MH)

2013 (04/01/2012 - 09/30/2013)		2014 (10/01/2013 - 09/30/2014)		2015 (10/01/2014 - 09/30/2015)	
Single-Family	116	Single-Family	102	Single Family	81
Multi-Family	13	Multi-Family	115	Multi-Family	208
Two-Family/Duplex	4	Two-Family/Duplex	6	Two-Family/Duplex	4
Manufactured Housing	3	Manufactured Housing	3	Manufactured Housing	3
Total	136	Total	226	Total	296

Total Dwelling Units Added	
2010-2015	1,011

Each year's single family dwelling unit count is calculated through September since units with permits obtained after September may not be completed and inhabited by the end of the year.

3. Dwelling Unit Demolitions	2010-2011	<u>18</u>
	2011-2012	<u>24</u>
	2012-2013	<u>17</u>
	2013-2014	<u>1</u>
	2014-2015	<u>7</u>
	2015-2016	<u>8</u>
	Total	<u>75</u>
4. Annexation Dwelling Unit Additions		<u>0</u>

5. Estimated Total Dwelling Units 12/31/2015

7,548

Dwelling Units 04/01/2010	6,612
D/U Additions (04/01/2010 - 09/30/2015)	1,011
D/U Demolitions (04/01/2010-12/31/2015)	(75)
D/U Annexed 2010-2015	0
Total	7,548

6. Population Estimate 01/01/2015

Total Dwelling Units	7,548
Occupied Dwelling Units (93.3%)	7,042
Persons Per Household (04/01/2010)	2.64
Persons Per Household/Total	2.64/18,590
Persons in Group Quarters	1,927
Total Population	20,517

7. Estimated overall increase in population from 2010 Census

2,301

Estimated increase

12.6%

8. Estimated overall increase in population from projected 2015

3.57%

RESOLUTION NO. 2016-01-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, FINDING THAT THERE ARE 20,517 RESIDENTS WITHIN THE CORPORATE LIMITS OF THE CITY OF BELTON AND PROVIDING AN OPEN MEETING CLAUSE.

WHEREAS, the 2010 Federal Census declared that the City's population was 18,216; however, based on annexations since the census, and growth within the City since the census, it now appears that the number of residents within the City exceeds 20,000; and

WHEREAS, in accordance with the attached population estimate exhibit, the City's housing unit count method estimated a total 7,548 dwelling units, an estimated vacancy rate of 6.7%, and a per person household size estimated at 2.64, the Staff recommends the City Council find there are 20,517 residents within the City of Belton, as of January 1, 2016; 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: The City Council declares that the statements contained in the preamble of this resolution are true and correct and are adopted as finding of fact, in accordance with the population estimate, attached hereto and made a part hereof for all purposes as Exhibit "A".

Part 2: The City Council find that there are 20,517 residents residing in the corporate limits of the City of Belton, Texas, as of January 1, 2016.

Part 3: 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 12th day of January, 2016.

THE CITY OF BELTON, TEXAS

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Date: January 12, 2016
Case No.: Z-15-27
Request: R to NS
Applicant: Earsel D. Hyden

Agenda Item #7

Z-15-27 Hold a public hearing and consider a zoning change from Retail to Neighborhood Service Zoning District for the construction of a proposed new salon building at 803 East 6th Avenue, located on the north side of East 6th Avenue, east of North Birdwell Street and west of Continental Street.

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

The applicant has submitted this request for a zone change to construct a second building for Sonja's Salon. To the north are single family homes; to the east are La Michoacana, Church of Christ, and Tanner Roofing; to the west are Airgas, Discount Bail Bonds, and Cefco; and to the south is the Belton Independent School District football stadium and former track and field owned by B&D Mays.

Current Zoning

Retail

Proposed Zoning

Neighborhood Service

Design Standards Type Area : 7

Recommended Type Area: 7

This property is in Type Area 7 in the Design Standards. If approved, a Neighborhood Service District use would be required to comply with all the Design Standards for Type Area 7.

Land Use Table/Allowable Uses

The Neighborhood Service Zoning District allows the following land uses, and would accommodate this request:

- Antique Shop
- Bakery or confection shop, retail
- Barber or beauty shop

- Church
- Child care center or day care center
- Food or convenience stores (no gasoline sales)
- Health studio, gym or exercise class area
- Personal service shop
- Service or retail, incidental to the main use
- Veterinarian office, no hospital (No outside kennels or pens)

Project Analysis and Discussion

This property is located amidst a variety of office, neighborhood service, retail, and single family uses. The applicant is proposing this zone change to allow for a proposed new salon building in conjunction with the Future Land Use Plan which identifies this area as Medium Density/Mixed Use.

The applicant is proposing to construct a new 1,479 square feet (29 feet X 51 feet) building for an expansion of Sonja's Salon. The applicant has indicated that this salon business is thriving and a second building is needed to accommodate their growing needs. The proposed salon building will be located on the lot directly west of the lot containing the existing Sonja's Salon building. The applicant renovated an existing house to create the existing Sonja's Salon building by completing several interior renovations, installing stone on the exterior, constructing an asphalt parking lot, and planting landscaping. Both lots will have a shared entrance from 6th Avenue/FM 93 and parking lot.

This lot previously contained a one-story wood frame house and is now vacant. The lot dimensions are 134.46 feet x 81.10 feet, the size of a single family lot; therefore, making it difficult to construct a new salon building. This lot is currently zoned Retail and requires a minimum lot area of 7,000 square feet, minimum front yard setback of 25 feet, minimum side yard setback of 25 feet, and minimum rear yard setback of 20 feet. The minimum side yard setbacks make it difficult to construct a new salon building on this narrow lot. The applicant met with staff and discussed a variance to allow for a reduced side yard setback of 5 feet to accommodate the construction of a new salon building. Staff reviewed the variance request; however, there is no apparent hardship that warrants a variance. The Neighborhood Service District requires a minimum lot area of 7,000 square feet, minimum front yard setback of 25 feet, minimum side yard setback of 5 feet, and minimum rear yard setback of 20 feet. Neighborhood Service zoning also allows a barber or beauty shop as a permitted use. Neighborhood Service zoning will accommodate this request to construct a new salon building and further enhance retail development in the City of Belton without the need for a variance.

After careful review of the City's Design Standards and the applicability of this use among surrounding properties, this requested zone change appears to be reasonable in this location.

Recommendation

Recommend approval of zone change from Retail to Neighborhood Service District with development regulated under the Design Standards for Type Area 7 standards as follows:

1. The allowable uses of the property shall conform to the Neighborhood Service Zoning District in all respects.
2. The development of the property shall conform to all applicable Type Area 7 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - a. Site Development Standards discussed above
 - b. Building Design Standards
 - c. Landscape Design Standards
3. Sign Standards shall conform to Ordinance 2008-11.
4. Access to 6th Avenue/FM 93 for this development will be provided by means of shared access with 805 East 6th Avenue, the lot to the east.

Attachments:

Zoning application
Letter from current property owner
Property Location Map
Zoning map
Aerial photo
Map with zoning notice boundary (200')
Zoning notice to owners
Property owners list
P&Z Minutes Excerpt
Ordinance

City of Belton
Request for a Zoning Change

**To The City Council and the
Planning and Zoning Commission**

Fee: \$250.00

Date Received: _____ Date Due: _____ **Deadline for a zoning change request is the last business day of the month.**

Applicant: EARSEL D. HYDEN Phone Number: 254-338-7704
Mailing Address: 1430 STATE HWY. 195 City: FLORENCE State: TX
Email Address: EHYDEN1@YAHOO.COM

Owners Name: EARSEL D. HYDEN Phone Number: 254-338-7704
Mailing Address: 1430 STATE HWY. 195 City: FLORENCE State: TX
Email Address: EHYDEN1@YAHOO.COM

Applicant's Interest in Property:

TO BUILD A NEW BUILDING FOR
COMMERCIAL USE.

Legal Description of Property:

LOT 1 BLOCK 5 EASTLAND SUBDIVISION
VOL. 573 PG. 543

Is this property being simultaneously platted? _____

Street Address: 803 E. 6TH AVE.

Zoning Change From Retail to Neighborhood Service

Signature of Applicant: Earcel D. Hyden Date: _____

Signature of Owner (if not applicant): _____ Date: _____

Checklist for Zoning Items to be submitted with application:

- ☐ Signed Application
- ☐ Fees Paid
- ☐ Complete Legal Description of the property to be re-zoned
- ☐ Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back for specific guidelines.
- ☐ In the event the request involves more than one lot or irregular tracts or acreage, a drawing of the property must be submitted.

Sonja's Salon #2

803 E. 6th Ave.

Belton, Tx. 76513

I am seeking rezoning for the variance needed for a new 29'x51' building. I am needing a 5 foot variance from the property line on the West side (currently used by Airgas). I do not have many options to get the parking spaces needed for the new and existing locations without this variance. If I can get the variances approved by rezoning then I will submit permits for the parking lot for approval then start the plans and approval for the new structure. I have included a preliminary drawing of the parking lot, a water runoff plan, and partial plans of the new structure.

Earsel Hyden

Ehyden1@yahoo.com

Cell: 254-338-7704

Retail to
Neighborhood Service

BELTON ORIGINAL
BLOCK 069, LOT PT BLK,
(81' X 135.5')

HYDEN, EARSEL & SONJA

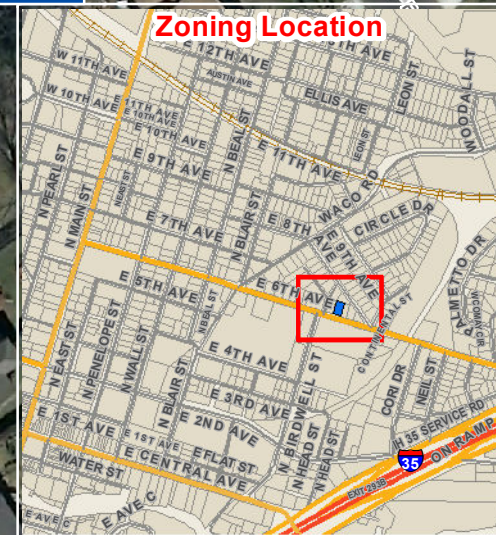
803 E 6TH AVE

☐ Z_15_27



Response	Percentage
Yes	80%
No	20%

For informational purposes only. Boundaries are approximate and not legally binding.



Zoning Case # Z-15-27 Zoning

ZONING CHANGE:Retail to
Neighborhood Service

LEGAL DESCRIPTION:

BELTON ORIGINAL
BLOCK 069, LOT PT BLK,
(81' X 135.5')

PROPERTY OWNER:

HYDEN, EARSEL & SONJA

ADDRESS/LOCATION:

803 E 6TH AVE

Legend



Zoning Location

PD 09-19

PD-NS

PD-SF-3

Manufactured Homes

Takeout: Free

SUP Persona

Service

C-2 SUP Mobile

Concession Stand

D-R

urch

6-1 w

SLIP

SUP-Rodeo

Grounds No

Longer Exist

0 162.5 325 650 Feet

For Informational purposes only. Boundaries are approximate and not legally binding.

Zoning Case # Z-15-27 Aerial

ZONING CHANGE:

Retail to
Neighborhood Service

LEGAL DESCRIPTION:

BELTON ORIGINAL
BLOCK 069, LOT PT BLK,
(81' X 135.5')


PROPERTY OWNER:

HYDEN, EARSEL & SONJA

ADDRESS/LOCATION:

803 E 6TH AVE

LEGEND

 Z_15_27



0 70 140 280
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

ZONING CHANGE:

Retail to
Neighborhood Service

LEGAL DESCRIPTION:

BELTON ORIGINAL
BLOCK 069, LOT PT BLK,
(81' X 135.5')




PROPERTY OWNER:

HYDEN, EARSEL & SONJA

ADDRESS/LOCATION:

803 E 6TH AVE

Legend

-  Z_15_27
-  200' Property Owner Notification Area
-  Tax Appraisal Parcels



0 50 100 200
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

**NOTICE OF APPLICATION
FOR AN
AMENDMENT TO THE ZONING ORDINANCE
OF THE
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: EARSEL D. HYDEN,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 803 EAST 6TH AVENUE,
FROM A(N) RETAIL ZONING DISTRICT,
TO A(N) NEIGHBORHOOD SERVICES ZONING DISTRICT.

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, December 15, 2015** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, January 12, 2016**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW.

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

circle one

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

1. _____
2. _____
3. _____

(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: _____ SIGNATURE: _____

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

8944 BELTON IND SCHOOL DISTRICT PO BOX 269 BELTON, TX 76513-0269	8947 B & D MAYS LIMITED PARTNERSHIP 805 E 4TH AVE BELTON, TX 76513-2769	9030 GRAY, RONDY T PO BOX 1152 TULSA, OK 74101
13099 DEHOLLOZ, JUDY PO BOX 1668 BELTON, TX 76513-5668	18874 MOLLICA, MARY E 2531 ELMWOOD LN PUEBLO, CO 81005-2703	28549 DEHOLLOZ, ROSIE 807 E 8TH AVE BELTON, TX 76513-2725
42880 GRAY, NEOMA M MRS PO BOX 1152 TULSA, OK 74101-1152	51611 HOOKS, WILLIAM D 709 E 7TH AVE BELTON, TX 76513-2717	55018 MORSE, MARVIN PO BOX 1145 LIBERTY HILL, TX 78642-1145
63350 TORRES, JERNIMO 805 E 8TH AVE BELTON, TX 76513-2725	63533 LEACH, T L 815 E 8TH AVE BELTON, TX 76513-2725	63534 RAMOS, PERLA 2013 BUCKSKIN TRL TEMPLE, TX 76502
98760 PONS, HELGA V 802 E 8TH AVE BELTON, TX 76513-2726	99388 VELEZ, MARIO R ETUX MARIA 812 E 8TH AVE BELTON, TX 76513-2726	102286 HYDEN, EARSEL & SONJA 15230 STATE HIGHWAY 195 FLORENCE, TX 76527-3831
102287 HYDEN, EARSEL & SONJA 15230 STATE HIGHWAY 195 FLORENCE, TX 76527-3831	106834 SIXTH ST CHURCH OF CHRIST BELTON 904 N BEAL ST BELTON, TX 76513-2612	122711 VASQUEZ, JOHNNY 29 SHETLAND DR BELTON, TX 76513-9254
128927 GRANT, MILDRED 1010 OAK ST BURNET, TX 78611-1306	129325 RICHARDSON, MICHAEL R ETUX CAROLYNN M 804 E 8TH AVE BELTON, TX 76513-2726	

Minutes of the meeting of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, December 15, 2015

3. **Z-15-27 Hold a public hearing and consider a zoning change from Retail to Neighborhood Service Zoning District for the construction of a proposed new salon building at 803 East 6th Avenue, located on the north side of East 6th Avenue, east of North Birdwell Street and west of Continental Street.**

Ms. Smith presented the staff report.

Chair Holmes opened the public hearing on item Z-15-27 and asked if anyone would like to speak on this zoning request change. With no one requesting to speak, the public hearing was closed.

Chair Holmes asked if there would be impact to the home behind the salon. Ms. Smith said they will review the drainage in the rear of the property because water does pool in the parking lot. The City will ensure the drainage does not negatively affect the adjacent property owners. If this zoning change request is approved, the applicant will submit the building plans and City staff will review the plans with our consulting engineers.

Mr. Morgan asked if the 805 East 6th Avenue address is the existing businesses. Ms. Smith answered yes. He then asked if it will remain zoned as Retail. Ms. Smith said she asked the applicant if they would like to rezone both properties to Neighborhood Services and they said they would prefer to address this one property. She added that they will preserve all of the existing trees. Ms. Smith stated the preliminary drawings of the parking lot incorporate the mature trees into the parking design.

Mr. Naegele made the motion to approve Z-15-27, with Mr. Morgan seconding the motion. Chair Holmes reiterated the motion stated is to approve a zoning change from Retail to Neighborhood Service Zoning District for the construction of a proposed new salon building at 803 East 6th Avenue, located on the north side of East 6th Avenue, east of North Birdwell Street and west of Continental Street, and it was approved unanimously with 6 ayes, 0 nays.

Chair Holmes expressed his appreciation to the Commission's participation and hard work. He said they do a lot for the City and the community, and thanks them all for serving on the Commission.

With no further business, the meeting was adjourned at 5:37 P.M.

Chair, Planning and Zoning Commission

ORDINANCE NO. 2016-08

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM RETAIL TO NEIGHBORHOOD SERVICE ZONING DISTRICT ON A 0.25 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 7 DESIGN STANDARDS.

WHEREAS, Earsel D. Hyden, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 15th day of December, 2015, at 5:30 p.m. for hearing and adoption, said district being described as follows:

803 East 6th Avenue, 0.25 acres, Belton, Texas (location map attached as Exhibit "A")

WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 12th day of January, 2016, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

WHEREAS, a hearing was held upon the application by the City Council of the City of Belton at the time, place and date herein before set forth and no valid objection to said amendments was presented.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from a Retail Zoning District to Neighborhood Service Zoning District, in accordance with Section 20 – Neighborhood Service Zoning District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

1. The use of this property must conform to the Neighborhood Service Zoning District in all respects.
2. The development of the 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 discussed above
 - b. Building Design Standards
 - c. Landscape Design Standards
3. Sign Standards shall conform to Ordinance 2008-11.
4. Access to 6th Avenue/FM 93 for this development will be provided by means of shared access with 805 East 6th Avenue, the lot to the east.

This ordinance was presented at the stated meeting of the City Council of the City of Belton and upon reading was passed and adopted by the City Council on the 12th day of January, 2016, by a vote of _____ ayes and _____ nays.

SIGNED AND APPROVED by the Mayor and attested by the City Clerk on this the 12th day of

January, 2016.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

For informational purposes only. Boundaries are approximate and not legally binding.

Staff Report – City Council Agenda Item



Agenda Item #8

Consider authorizing the City Manager to execute an agreement for professional services related to the design of the intersection at Martin Luther King, Jr. Avenue and Main Street.

Originating Department

Public Works – Angellia Points, P.E., Interim City Engineer

Summary Information

The intersection of W. Martin Luther King, Jr. Avenue (W. MLK, Jr. Avenue) and North Main Street (SH 317) has a significant 'jog' between W. Martin Luther King, Jr. Avenue and East 9th Avenue, causing concern for traffic safety. The east and west bound streets are offset nearly 90 feet from centerline to centerline. Motorists attempting to make a left turn from Main Street must traverse 125 feet from the stop bar in the northbound direction to reach W. MLK, Jr. Avenue. From the southbound direction on Main Street, motorists making a left onto E. 9th Avenue must travel nearly 145 feet beyond the stop bar before reaching E. 9th Avenue.

To address a majority of the traffic safety concerns and increased traffic flow expected on W. MLK, Jr. Avenue, the intersection is proposed to be widened west of Main Street, toward the southern direction, with dedicated turn lanes and a center median at the intersection, protecting eastbound traffic from motorists turning into the westbound lane. Turning radii into and out of W. MLK, Jr. Avenue is also increased for traffic flow and safety entering and exiting onto Main Street. Phase 1 improvements also address pedestrian crosswalk improvements and street improvements approximately 200 linear feet from W. MLK, Jr. Avenue toward Pearl Street. Phase 2 is not included in this contract and will be discussed with the Council at the Workshop prior to the Council Meeting.

Construction of UMHB's new Performing Arts Center (PAC) is scheduled to begin soon. The building permits for demolition of Huckins Apartments and for the PAC, which will take 12-18 months to construct, have been issued. We propose to have intersection construction improvements complete from the Main/MLK intersection westward prior to completion of the PAC to facilitate traffic flow from Loop 121 to Main Street along MLK.

The Engineer's Proposal is attached. In summary of that Proposal, final design will consist of the following components:

1. Design Services, including modifications to the existing traffic signal, street design for the proposed street and sidewalk improvements, design of eight pedestrian ramps, modifications to any existing conflicting utilities, and preparation for bidding the project.

2. Bid Phase Services, including preparing for advertisement, conducting a pre-construction conference, addressing any comments from contractors, tabulating bids, and preparing the contracts for signatures.
3. Construction Phase Services, including conducting the pre-construction meeting, reviewing submittals, providing construction staking, conducting site visits, and processing contractor's payments.

The Phase 1 construction costs will be determined during the design phase. Although the schedule depends on TxDOT's review, KPA estimates it will take 90 to 120 calendar days to complete the design.

Fiscal Impact

This project is funded through the Tax Increment Reinvestment Zone (TIRZ) Capital Project Funds.

Amount: **\$55,700**

Budgeted: ☐ Yes ☐ No ☒ Capital Project Funds

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

Funding Source(s): TIRZ Capital Project Funds

Recommendation

Recommend authorizing the City Manager to enter into a contract with Kasberg, Patrick & Associates in the amount of \$55,700 for professional services to design and bid Phase 1 of the Intersection Improvement Project at West Martin Luther King, Jr. Ave and North Main Street.

Attachments

KPA Proposal
Exhibit/Map of Improvements



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

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

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

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

December 15, 2015

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

RE: City of Belton
Engineering Services Proposal
West MLK JR at North Main Street
Belton, Texas

Dear Mr. Listi:

This letter proposal is being forwarded due to your request for Kasberg, Patrick & Associates, LP to provide engineering design services and construction services for proposed improvements to the intersection of MLK JR Avenue at North Main Street (S.H. 317) in North Central Belton.

The attached Exhibit A is a conceptual sketch for the project. This design work includes only Phase I for the project which begins at the west curb line of North Main Street and continues for approximately 200 feet west along MLK JR Avenue toward Pearl Street as shown on Exhibit A. Phase II of the project will be designed in the future which will begin at the east curb line of North Main Street and will continue along West 9th Avenue approximately 200 feet east toward Penelope Street.

The Scope of Services for the project is shown on Attachment A. The fees for the work are shown on that attachment as well. The pricing of the fees assumes that this project will be bid to area contractors for construction and that the construction inspection & construction testing will be performed by the City of Belton Public Works Staff.

Mr. Sam A. Listi
December 15, 2015
Page Two

If this proposal for engineering services is acceptable, please affix the appropriate signatures in the spaces provided.

Sincerely,



Wm. Mack Parker, P.E.
Project Manager

APPROVED AND ACCEPTED THIS _____ DAY OF JANUARY, 2016.

CITY OF BELTON, TEXAS

Sam A. Listi, City Manager

ATTEST: Amy M. Casey, City Clerk

ATTACHMENT "A"
Scope of Services
Proposed Improvements
Intersection of West MLK JR Avenue & North Main Street
Belton, Texas
December 15, 2015

I. Design Scope:

- A. Develop and design modifications to the existing traffic signal at the intersection.
- B. Provide horizontal and vertical design for the proposed street and sidewalk improvements.
- C. Provide design for eight pedestrian ramps at the intersection.
- D. Identify existing utilities and provide design for relocation of conflicting utilities.
- E. Develop & recommend street pavement design.
- F. Develop project specifications and contract documents for the project.
- G. Provide designs for review and comment by the City of Belton Staff.
- H. Provide designs for review and comments by the Texas Department of Transportation.
- I. Provide 20 sets of approved construction drawings and Contract Documents.

II. Bidding Project:

- A. Prepare Notice to Bidders for newspaper and web site project advertisement.
- B. Send Notice to Bidders to Central Texas contractors and potential bidders.
- C. Conduct Pre-Bid Conference.
- D. Answer Requests for Information regarding the project by potential Bidders.
- E. Issue Addenda during the bidding process as required.
- F. Assist the City Staff with the Bid Opening.
- G. Provide review and assessment of the Bids received.
- H. Tabulate Bids received.
- I. Provide Letter of Recommendation to the City Staff for award of the construction contract.
- J. Prepare the Contract Documents for signatures and execution.

III. Construction Administration Scope:

- A. Coordinate and conduct Pre-Construction conference.
- B. Review project submittals.
- C. Provide construction staking.
- D. Make project site visits to review construction conformance with the plans and provide answers to Contractor/COB questions.
- E. Review, prepare and forward to the COB monthly payment requests by the Contractor.
- F. Provide project record drawings when the project is complete.

IV. Summary of Fee Charges:

A. Design

Traffic	\$ 13,200
Civil	\$ 16,700
Design Surveying	\$ 2,000
COB/TxDOT Reviews	\$ 3,000

B. Bidding the Project: \$ 4,100

C. Construction Administration:

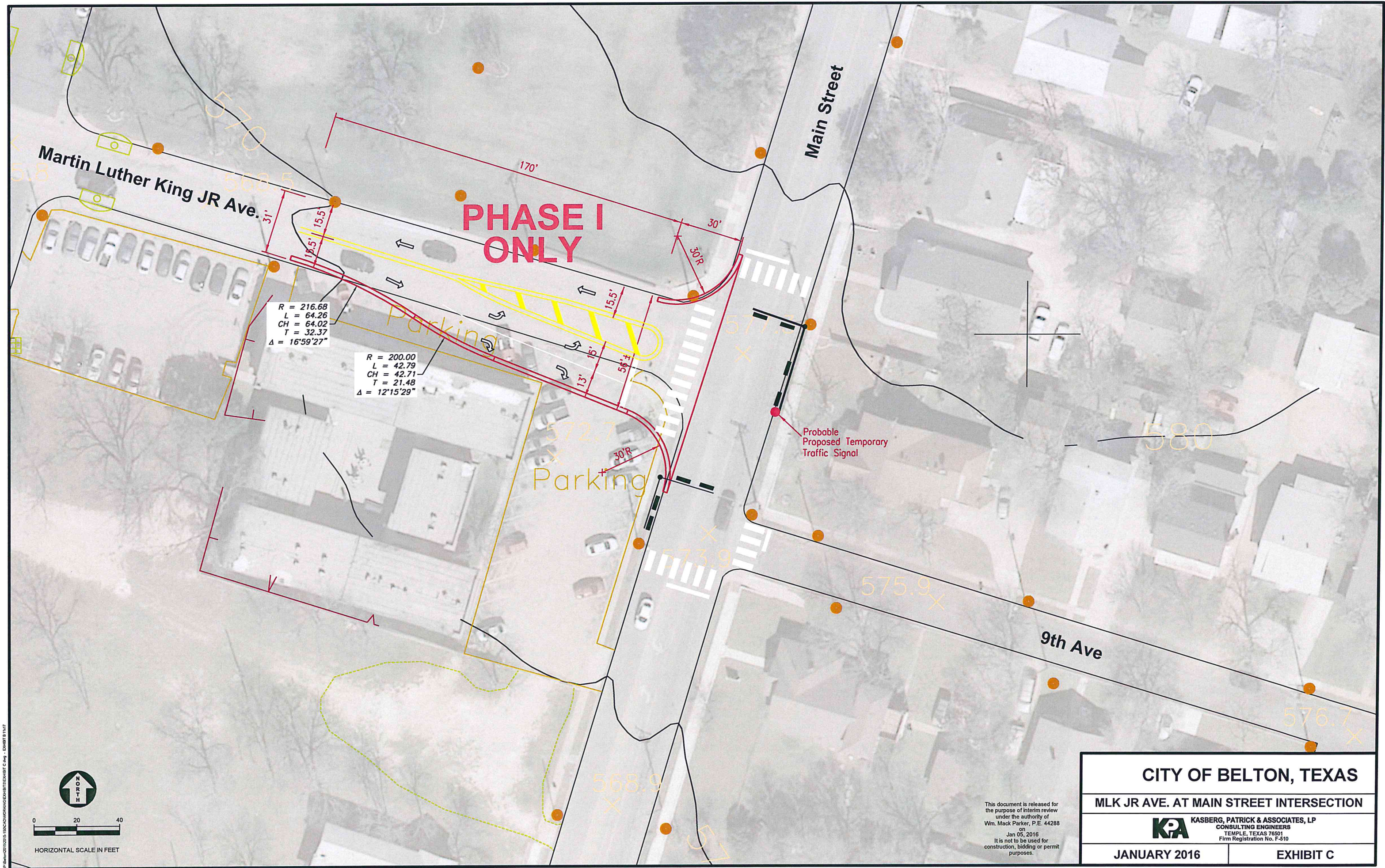
KPA Project Manager	\$ 10,400
Lee Engr. Project Manager	\$ 3,300
Construction Surveying	\$ 2,000
Record Drawings	\$ 1,000

V. Total Fee and Invoicing

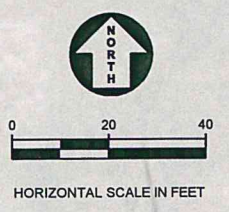
The fee for this work is a total lump sum cost of \$55,700. Invoices will be forwarded monthly with the charges based on percent completion for that month. Work outside the scope of services will be completed once written authorization is received from the City of Belton with the agreed additional fees included.


VI. Schedule

The time to complete the design phase and prepare documents for bidding will be a range of 60 to 120 calendar days. The reason for the range of time is due to the unknown times of review by TxDOT and the City of Belton.



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CITY OF BELTON, TEXAS	
MLK JR AVE. AT MAIN STREET INTERSECTION	
 KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS TEMPLE, TEXAS 76501 Firm Registration No. F-510	
JANUARY 2016	EXHIBIT C

This document is released for the purpose of interim review under the authority of Wm. Mack Parker, P.E. 44288 on Jan 05, 2016. It is not to be used for construction, bidding or permit purposes.

Staff Report – City Council Agenda Item



Agenda Item #9

Consider authorizing the City Manager to execute a 1-year extension to the existing contract with Dixon Paving Inc. for annual construction materials for infrastructure projects.

Originating Department

Public Works – Byron Sinclair, Interim Director of Public Works

Summary Information

This is a requested extension to the existing contract with Dixon Paving Inc. for annual construction materials for infrastructure projects that are constructed utilizing Public Works Staff. The original contract, authorized in 2014, allowed for up to 2 (two) one year extensions, with negotiated prices at each contract extension. This is the final year of the contract. The contemplated infrastructure projects include normal annual maintenance projects, projects approved through the CIP process, TIRZ funded projects, and other miscellaneous budgeted projects.

Bid quantities are estimates, and materials will be ordered on an as-needed basis by the Public Works Director. Some material prices, notably aggregate and concrete products, have increased due to the large amount of infrastructure construction projects (including the IH-35 project) that are underway in the region. These increases are from 6% to 10% depending on the product, but all increases are reflective of current pricing in the region. The City reserves the right to reduce quantities and/or the total contract amount at the sole discretion of the City. Due to this stipulation, the approved amounts do not represent the absolute cost of the contract, but are guaranteed prices from the company for unit quantities.

Materials include in-place concrete (such as sidewalks, pedestrian ramps, and curbing) installation of hot mix asphaltic concrete, bedding materials, and crushed limestone base. Public Works provides the excavation, preparation of right-of-way, preparation of subgrade, processing of limestone base, bedding preparation for concrete placements, traffic control, and final site restoration.

Fiscal Impact

Bid summaries are attached, and impact will vary from project to project. The funding source will be operating budget, capital project funds, and bond funds.

Budgeted: ☒ Yes ☐ No ☒ Capital Project Funds

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

Recommendation

Authorize the City Manager to execute a 1-year extension to the existing contract with Dixon Paving Inc. for annual construction materials and infrastructure projects.

Attachments

Contract Renewal
2016 Pricing Schedules

BID A
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Portland Cement Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
1	COB		4	EA	Mobilization and Move-In for work totalling to \$ 10,000.00, Complete For SIX HUNDRED _____ Dollars and NO _____ Cents per Each.	\$ 645.00	\$ 2,580.00
2	COB		4	EA	Mobilization and Move-In for work totalling \$10,001.00 through \$25,000.00, Complete For FOUR HUNDRED _____ Dollars and NO _____ Cents per Each.	\$ 400.00	\$ 1,600.00
3	COB		4	EA	Mobilization and Move-In for Work Totalling More than \$25,000.00, Complete For TWO HUNDRED _____ Dollars and NO _____ Cents per Each.	\$ 215.00	\$ 860.00
4	529		7,000	LF	24-inch Standard Concrete Curb and Gutter with Steel Reinforcement, Complete For NINE _____ Dollars and NO _____ Cents per Linear Foot.	\$ 10.50	\$ 73,500.00
5	529		2000	LF	18-inch Concrete Ribbon Curb with Steel Reinforcement, Complete For SEVEN _____ Dollars and FIFTY _____ Cents per Linear Foot.	\$ 8.00	\$ 16,000.00

BID A
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Portland Cement Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
6	529		500	LF	24-inch Mountable Concrete Curb & Gutter with Steel Reinforcement, Complete For NINE _____ Dollars and NO _____ Cents per Linear Foot.	\$ 10.50	\$ 5,250.00
7	529		250	SY	6-inch Thick Concrete Valley Gutter with Steel Reinforcement, Complete For THIRTY FIVE _____ Dollars and NO _____ Cents per Square Yard.	\$ 36.00	\$ 9,000.00
8	530		1,200	SY	6-inch Thick Concrete Driveways including Curb, Gutter and Flat Work with Steel Reinforcement, Complete For THIRTY FOUR _____ Dollars and NO _____ Cents per Square Yard.	\$ 36.00	\$ 43,200.00
9	531		500	SY	4-inch concrete sidewalk with steel reinforcement, Complete For THIRTY _____ Dollars and NO _____ Cents per Square Yard.	\$ 34.00	\$ 17,000.00
10	531		3,000	SY	5-inch Concrete Sidewalk with Steel Reinforcement, Complete For THIRTY TWO _____ Dollars and NO _____ Cents per Square Yard.	\$ 36.00	\$ 108,000.00

BID A
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Portland Cement Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
11	G23		1,000	LF	Provide and Place 1-inch by 4-inch Redwood (Grade 1) for Construction Joints, Complete For _____ Dollars and <u>NINETY</u> _____ Cents per Linear Foot.	\$ 0.90	\$ 900.00
12	G23		2,500	LF	Provide and Place 1-inch by 6-inch Redwood (Grade 1) for Construction, Complete For _____ Dollars and <u>SEVENTY</u> _____ Cents per Linear Foot.	\$ 0.70	\$ 1,750.00
13	529		4	EA	10-foot Concrete Radius Unit including Curb, Gutter, Flat Work and Steel Reinforcement, Complete For SIX HUNDRED _____ Dollars and <u>NO</u> _____ Cents per Each.	\$ 675.00	\$ 2,700.00
14	529		8	EA	15-foot Concrete Radius Unit including Curb, Gutter, Flat Work and Steel Reinforcement, Complete For EIGHT HUNDRED _____ Dollars and <u>NO</u> _____ Cents per Each.	\$ 900.00	\$ 7,200.00
15	529		8	EA	20-foot Concrete Radius Unit including Curb, Gutter, Flat Work and Steel Reinforcement, Complete For ONE THOUSAND _____ Dollars and <u>NO</u> _____ Cents per Each.	\$ 1,100.00	\$ 8,800.00

BID A
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Portland Cement Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
16	529		4	EA	30-foot Concrete Radius Unit including Curb, Gutter, Flat Work and Steel Reinforcement, Complete For ONE THOUSAND FOUR HUNDRED _____ Dollars and NO _____ Cents per Each.	\$ 1,558.00	\$ 6,232.00
17	COB		20	EA	5' x 5' x 6-inch Concrete Base for Brick Paver Pedestrian Ramp Landing Including Steel Reinforcement, Complete For TWO HUNDRED FIFTY _____ Dollars and NO _____ Cents per Each.	\$ 268.00	\$ 5,360.00
18	COB		500	SF	Install Concrete Brick Pavers, Complete in Place For THREE _____ Dollars and NO _____ Cents per Square Foot.	\$ 3.00	\$ 1,500.00

**BID A
BID SCHEDULE**

Annual Construction Materials for Infrastructure Projects - 2014

Portland Cement Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
19	COB		100%	LS	Items Requested by Owner not on the Construction Drawings or not itemized on the Bid Schedule for	\$ 40,000.00	\$ 40,000.00
					Forty Thousand Dollars		
					and zero Cents		
					per Lump Sum.		

Total Amount Bid (In Numerals) for BID A: Portland Cement Concrete Components

\$ 351,432.00

Total Amount Bid (In Words) for BID A: Portland Cement Concrete Components

BID B
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Hot Mix Asphaltic Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
1	340		13,000	SY	Provide & Install 1-1/2-inch HMAC Type "C" Including Sweeping Limestone Base and Prime Coat Application, Complete For EIGHT Dollars and SEVENTY FIVE Cents per Square Yard.	\$ 9.75	\$ 126,750.00
2	340		13,000	SY	Provide & Install 2-inch HMAC Type "C" Including Sweeping Limestone Base and Prime Coat Application, Complete For TEN Dollars and SEVENTY FIVE Cents per Square Yard.	\$ 11.50	\$ 149,500.00
3	340		300	TN	Provide & Install HMAC Type "C" Overage, Complete For EIGHTY NINE Dollars and NO Cents per Ton.	\$ 96.00	\$ 28,800.00
4	340		5,000	SY	Provide & Install 1 1/2-inch HMAC Type "D" Including Sweeping Limestone Base and Prime Coat Application, Complete For TEN Dollars and NO Cents per Square Yard.	\$ 11.00	\$ 55,000.00
5	340		5,000	SY	Provide & Install 2-inch HMAC Type "D" Including Sweeping Limestone Base and Prime Coat Application, Complete For ELEVEN Dollars and TWENTY FIVE Cents per Square Yard.	\$ 12.50	\$ 62,500.00

BID B
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Hot Mix Asphaltic Concrete Components

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
6	340		300	TN	Provide & Install HMAC Type "D" Overage, Complete For NINETY Dollars and NO Cents per Ton.	\$ 96.00	\$ 28,800.00
7	340		300	TN	Provide & Install HMAC Type "D" Patch, Complete For TWO HUNDRED SEVENTEEN Dollars and NO Cents per Ton.	\$ 238.00	\$ 71,400.00

Total Amount Bid (In Numerals) for BID B: Hot Mix Asphaltic Concrete Components

\$ 522,750.00

Total Amount Bid (In Words) for BID B: Hot Mix Asphaltic Concrete Components

BID C
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Bedding

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
1	COB		400	TN	Provide and Deliver 1-inch Crushed Stone Bedding Materials, Complete For FOURTEEN Dollars and NO Cents per Ton.	\$ 15.60	\$ 6,240.00
2	COB		800	TN	Provide and Deliver Washed Sand or Washed Manufactured Sand Bedding Material, Complete For FOURTEEN Dollars and NO Cents per Ton.	\$ 15.40	\$ 12,320.00

Total Amount Bid (In Numerals) for BID C: Bedding

\$ 18,560.00

Total Amount Bid (In Words) for BID C: Bedding

BID D
BID SCHEDULE

Annual Construction Materials for Infrastructure Projects - 2014

Crushed Limestone Base

Item Code			Approx. Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Amount (in numerals)
Desc. Code	Item No.	S.P. No.					
1	247		50,000	TN	Provide and Deliver Crushed Limestone Base, TxDOT Item 247, Type A, Grade 2 or Better, Complete For TEN Dollars and TWENTY THREE Cents per Ton.	\$ 11.80	\$ 590,000.00

Total Amount Bid (In Numerals) for BID D: Crushed Limestone Base

\$ 590,000.00

Total Amount Bid (In Words) for BID D: Crushed Limestone Base

Staff Report – City Council Agenda Item



Agenda Item #10

Consider establishment of an employee wellness program to include reimbursement of fees for documented participation.

Originating Department

Finance Department – Brandon Bozon, Director of Finance
Human Resources – Charlotte Walker, Director of Human Resources

Summary Information

In order to promote employee health and morale, the City will begin an employee wellness program. To begin, the program will consist of three relatively simple elements found in most employer sponsored wellness programs across the country. On-site flu vaccinations (which are already offered), a monthly newsletter on healthy living provided by Blue Cross Blue Shield of Texas, and a gym membership reimbursement program. The final element has the greatest fiscal impact, but also offers the greatest opportunity to increase the health and well-being of our workforce.

Participation in the gym membership reimbursement program will be voluntary. Employees that choose to participate will be reimbursed up to \$120 every six months to cover gym membership fees, provided they go to the gym 50 times in the six month period. That attendance equates to approximately 2-3 times per week, and evidence of attendance can be provided in the form of a signed statement from employees listing the dates, or a print out from the gym of the employee's attendance record. The program is proposed to be effective January 1, 2016, and the reimbursement periods will range from January 1 – June 30 and July 1 – December 31.

Fiscal Impact

Amount: Maximum annual impact (assuming 100% participation): **\$42,112**
Maximum FY 2016 impact (assuming 100% participation): **\$21,056** (payout in July 2016)

Budgeted: ___ Yes **X** No

If not budgeted: **X** Budget Transfer ___ Contingency ___ Amendment Needed ___
Capital Project Funds

Funding Source(s): Due to the increase in health insurance rates being less than anticipated, there is a projected savings of approximately \$22,500 in the FY 2016 employee

benefits budgets. It is proposed that those savings be the funding source to payout gym membership reimbursements.

Recommendation

Recommend establishment of an employee wellness program to include reimbursement of fees for documented participation.

Attachments

Gym Membership Reimbursement Program documents
Gym Letter
Eligible Belton Gyms



City of Belton

Gym Membership Reimbursement Program – Terms and Requirements

The City of Belton offers to its employees the opportunity to participate in a voluntary Gym Membership Reimbursement Program (the “Program”) in order to promote employee health and morale. Those that choose to participate do with the information that:

- The program is not a requirement of their employment with the City of Belton;
- The workouts may not be on property owned by the City of Belton;
- The workouts must occur outside of their hours of employment (off the clock);
- Injuries resulting from an employee’s participation in this Program will not qualify for worker’s compensation benefits;
- Their time spent at the gym is not compensable; and
- They must meet all requirements of the Program in order to receive reimbursement for eligible expenses.

Sign Up

Employees must sign and return their Gym Membership Reimbursement Program Form to the Human Resources Department to participate in the program. The form should be turned in prior to the employee beginning their membership, or as soon thereafter as practical. The form shall state the employee understands the terms and requirements of the program, the name of the gym the employee has selected, and the estimated membership cost. Attendance requirements and reimbursements may be prorated at the discretion of the Director of Human Resources. Once the employee has chosen to participate in the program, they are assumed to be a participant until they notify Human Resources that they no longer wish to participate.

Gym Eligibility

Employees are strongly encouraged to select a gym located within the City of Belton. However, it is not a requirement of the program. Employees that choose to join a gym located outside of Belton will need to provide a brief explanation on their sign up form as to why they have chosen to join that gym.

To be eligible for reimbursement, the gym must have an active sales tax permit with the State of Texas. Employees can verify the permit status of a gym on the [Comptroller’s website](#), or may contact the Finance Department for verification.

To be eligible for reimbursement, employees must participate in a gym that promotes cardiovascular wellness. (Memberships in sports clubs, country clubs, weight loss clinics, spas or other similar facilities are not eligible.) For a gym to be considered eligible, it must provide at least one piece of equipment or activities that promote cardiovascular wellness from the following list:

- Elliptical cross-trainer
- Group exercise
- Pool
- Rowing machine
- Squash/tennis/racquetball courts
- Stationary bicycle
- Step machine/climber
- Treadmill
- Walking/running group

Eligible Expenses

Reimbursement will be for the cost of gym membership only. No costs other than membership (e.g. workout clothing, in-gym purchases, travel costs, etc.) are eligible for reimbursement.

Documentation

While participation is strictly voluntary, those employees that wish to seek reimbursement will need to attend the gym for which reimbursement of fees is sought fifty days in a six month period, which equates to approximately 2 to 3 times a week, and provide the following documentation:

- City of Belton Gym Membership Reimbursement Form
- Receipts detailing gym membership charges
- Proof of payment

Payment

The City of Belton will reimburse employees that meet the requirements for reimbursement twice a year, up to a maximum of \$120 every six months, \$240 annually. Reimbursement will be included as an allowance on the employee's paycheck.

For the purposes of calculating the attendance and expense reimbursement, there will be two cycles:

January 1 – June 30. Eligible expenses incurred during the first half of the calendar year will be reimbursed on the second payroll cycle in July provided the employee meets all requirements and provides all necessary documentation.

July 1 – December 31. Eligible expenses incurred during the second half of the calendar year will be reimbursed on the second payroll cycle in January provided the employee meets all requirements and provides all necessary documentation.

Employees should note that the reimbursement is treated as taxable wages and subject to payroll taxes (i.e., Social Security and Medicare taxes) and federal income tax withholding.



Gym Membership Reimbursement Program - Sign-Up Form

I have read the City of Belton Gym Membership Reimbursement Program Terms and Requirements, and am opting to participate in the Gym Membership Reimbursement Program (the "Program"). I understand the sole purpose of this program is to promote employee health and morale, and that:

- The program is not a requirement of my employment with the City of Belton;
- My workouts may not be on property owned by the City of Belton;
- My workouts must occur outside of my hours of employment (off the clock);
- My time spent at the gym is not compensable;
- I understand the gym eligibility requirements;
- I understand the attendance requirements;
- I understand the documentation requirements;
- I understand the reimbursement process and the maximum reimbursement amounts;
- I understand that injuries resulting from my participation in this Program will not qualify for worker's compensation benefits;
- I must meet all requirements of the Program in order to receive reimbursement for eligible expenses; and
- Reimbursements are treated as taxable wages and subject to payroll taxes (i.e., Social Security and Medicare taxes) and federal income tax withholding

I am signing up for the six month period beginning:

☐ January 1st

☐ July 1st

Name of Gym

City of Gym

I have or will be joining located in , Texas, and my estimated membership costs will be per month*. There are additional one-time costs or annual fees associated with membership, and those costs are as follows:

*Estimated costs are used for budget purposes only. Actual eligible costs up to the maximum amount will be reimbursed.

If the gym you have chosen is not located in the City of Belton, please provide a brief explanation as to why it was chosen:

Employee Signature:

Date:



City of Belton

Gym Membership Reimbursement Program- Reimbursement Request

Employee Name:

Reimbursement Period:

GYM Attendance

If available, please attach a report from your gym stating the dates visited. If such a report is not available, please list the dates of your gym visits:

1		18		35	
2		19		36	
3		20		37	
4		21		38	
5		22		39	
6		23		40	
7		24		41	
8		25		42	
9		26		43	
10		27		44	
11		28		45	
12		29		46	
13		30		47	
14		31		48	
15		32		49	
16		33		50	
17		34			

Reimbursement Request

a. Eligible expenses incurred during the six month period	
b. Eligible expenses in excess of the maximum incurred in the previous six month period	
c. Total eligible expenses (a. plus b.)	
d. Maximum reimbursement	\$120
e. Reimbursement requested (lesser of c. and d.)	

Please attach all receipts and proof of payment for all eligible expenses.

I

attest that the information on and attached to this form is honest and accurate.

Employee Signature:

Date:

Dear [Belton Gym],

To start, I would like to thank you for the investment you have made in the City of Belton. Your business improves the health of Belton's citizens and economy, and you are sincerely appreciated.

The City of Belton is in the process of launching an employee wellness program. As part of the program, the City will reimburse all or a portion of gym membership fees for employees that wish to participate and meet certain requirements. In general terms, the City will reimburse employees for gym membership fees up to \$20 per month, provided they attend the gym of their choosing fifty days in a six month period.

We are reaching out to you to see if you have an interest in partnering with the City of Belton in this program. What we would ask of our partners is your willingness to participate, provision of a fee schedule, and assistance in gym attendance reporting. While employees will be strongly encouraged to join a gym located in Belton regardless of any partnership, the City will distribute to our employees any flyers, pamphlets or other promotional items provided by our partners. Additionally, at the request of our partners, the City will host semi-annual sign-up events at City facilities. At those events, our partners could send promotional items or representatives to encourage employees to become members of their gym.

Thank you again for being a part of what makes Belton a great place to live. Please contact me if you have an interest in partnering with us on this project to build a happier and healthier workforce.

Kind Regards,



ELIGIBLE GYMS IN BELTON

Camp Gladiator
600 Lake Rd (Belton High School)
(254) 716-4753
<http://campgladiator.com/waco/>

CrossFit Centex
502 Sparta Rd
(254) 870-0870
<http://www.crossfitcentex.com/>

CrossFit SPRAG
1008 Arbor Park
(682) 554-4411
<http://www.crossfitsprag.com/>

Just Fitness 24-7
511 Lake Rd # 100
(254) 939-3323
<http://www.justfitness247.com/>

Planet Fitness
525 N Main St
(254) 831-9800
<http://www.planetfitness.com/gyms/belton-tx-1299>

Roy and Jean Potts Belton Swim Center
600 Lake Rd (Belton High School)
(254) 215-2443
<http://www.bisd.net/Page/250>

Employees may choose a gym in a neighboring community so long as it meets the eligibility requirements.

Staff Report – City Council Agenda Item



Agenda Item # 11

Consider approval of ordinances on first reading and set the public hearing for January 26, 2016, granting commercial solid waste collection franchises to the following companies:

- | | |
|--------------------------------|----------------------------|
| A. Republic Services, Inc. | D. Eagle Disposal |
| B. Waste Management, Inc. | E. Kerr Waste Services LLC |
| C. Progressive Waste Solutions | F. Temple Iron & Metal |

Originating Department

Administration – Amy M. Casey, City Clerk

Summary Information

In November 2010, Council authorized franchises with commercial solid waste haulers. The final extension of these franchises expired on December 31, 2015. Each company desires a new franchise. Only minor changes have been made to the franchise ordinances that include the term and changing the start time from 3:00 a.m. to 5:00 a.m. Like the prior franchises, each will have a three year term with the possibility of two one-year extensions.

Due to a potential concern about the 3:00 a.m. start time in the expiring agreements, we proposed a 5:00 a.m. start time to all companies. Each company has stated that the change will present no problems for them.

In accordance with the City Charter, franchise ordinances require two readings and a public hearing. The public hearing will be advertised for the January 26, 2016, City Council meeting.

Fiscal Impact

The City receives 5% of the Company's total gross receipts from customers as a franchise fee. FY2016 Budget for this franchise fee is \$25,000.

Recommendation

Recommend approval of the ordinances on first reading and set the public hearing for January 26, 2016.

Attachments

Proposed Ordinances

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A FRANCHISE TO _____
_____ TO PROVIDE SOLID WASTE COLLECTION SERVICES WITHIN
THE CITY OF BELTON; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION;
PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE;
PROVIDING A PROCEDURE FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A
FRANCHISE FEE; REQUIRING INDEMNITY INSURANCE; PROVIDING FOR REVOCATION
AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY THE FRANCHISEE;
PROHIBITING ASSIGNMENT AND SUBLETTING OF THE FRANCHISE WITHOUT
CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS**

WHEREAS, _____, a partnership (the "Company"), operates a solid waste and garbage collection service for municipalities; and

WHEREAS, the Company seeks to provide containerized solid waste collection services for industrial and commercial customers within the City of Belton (the "City"); and

WHEREAS, it is in the interest of the City and its citizens to offer the Company a solid waste collection franchise on such terms and conditions as will provide the City with the controls and options necessary to provide for the public good.

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

SECTION 1. Definitions.

1.0 For the purposes of this ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 or otherwise in this ordinance shall be given their common and ordinary meaning.

1.1 The following words, terms, phrases and their derivations shall, in this ordinance, have the meaning given in this section.

1.1.1 "City Clerk" shall mean the City Clerk or City Secretary of the City.

1.1.2 "City Manager" shall mean the City Manager or City Administrator of the City or his/her authorized designate.

1.1.3 "City Council" or "Council" shall mean the governing body of the City.

1.1.4 “Commercial Hand Collect Unit” shall mean a retail or light commercial type of business, which generates not more than one (1) cubic yard of solid waste per week. This type of customer is served pursuant to the City’s residential services contract.

1.1.5 “Containerized Commercial and Industrial Refuse and Waste” shall mean any refuse, rubbish, garbage or waste material that is not Hazardous Waste, Residential Refuse, or a Commercial Hand Collect Unit.

1.1.6 “Customer” shall mean any firm, person, entity, corporation or organization that contracts with the Company for the collection of Containerized Commercial and Industrial Refuse and Waste, whether such service is used by said firm, person, entity, corporation, organization or others.

1.1.7 “Gross Receipts” shall mean the total amount collected by Company from any and all Customers for services rendered under authority of this Franchise.

1.1.8 “Hazardous Waste” shall mean waste in any amount which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount which is regulated under Federal or State law. For purposes of this agreement, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans and solvents.

1.1.9 “Franchise” shall mean this Ordinance, and all the rights and obligations established herein.

1.1.10 “Residential Refuse” shall mean all household and domestic garbage, trash and rubbish, excluding rubbish and used materials resulting from construction or remodeling work, generated by a person or persons dwelling in a Residential Unit.

1.1.11 “Residential Unit” shall mean a dwelling unit designed for, or, in the normal course of use, occupied by, a person or a family, e.g. a single family house, duplex apartment unit or triplex apartment unit that is situated in a building having less than four such separate residential units. For the purposes of this Franchise, a “Residential Unit” shall not include any mobile home park, apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling, whether of single or multi-level construction, consisting of four or more dwelling units.

1.1.12 “Street” or “Alley” shall mean all publicly dedicated or maintained streets, alleys, easements and rights-of-way, a portion of which is open to use by the public or vehicular travel.

Section 2. Grant of Franchise.

The City hereby grants the Company a non-exclusive license to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of collecting and disposing of Containerized Commercial and Industrial Refuse and Waste; including, but not limited to, contracting with Customers and providing service pursuant to

contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

Section 3. Term.

The term of this agreement shall be for a period of three (3) years beginning on the effective date of this Franchise, with two additional one-year terms provided both parties agree to an extension. The Company shall begin performance under this Franchise within thirty (30) days from and after the effective date of this Franchise.

If extended as provided in this franchise agreement, no additional public hearings nor ordinance action is required.

Section 4. Scope and Nature of Operation.

4.0 The Company may collect and deliver for disposal all Containerized Commercial and Industrial Refuse and Waste accumulated within the corporate limits of the City by the Company's Customers and the words "refuse", "garbage", "trash" and "waste" when used in this Franchise are used for convenience and, unless the context shows otherwise, refer to and are limited to Containerized Commercial and Industrial Refuse and Waste. The Company will furnish the personnel and equipment to collect refuse, provide the services described herein, and as contracted for with its Customers, in an efficient and businesslike manner.

4.1 Service Provided - Company shall provide container, bin and other collection service for the collection of Containerized Commercial and Industrial Refuse and Waste according to the individual Customer agreements and applicable City regulations and shall make provision for the special collection of such refuse and waste upon request. The Company shall cause or require its equipment, containers and bins to be kept and maintained in a manner to not cause or create a threat to the public health and shall keep the same in a good state of repair.

4.2 Collection Operation - (a) Save and except as provided in this Section, collection shall not start before 5:00 a.m. or continue after 7:00 p.m. at any location; provided that collections made in a manner that does not cause or result in loud noise, or that are made at a location which will not cause the disturbance of persons occupying the premises or neighboring property, may be made at any time. If the City receives complaints from customers, hours of operation will be subject to a mutually agreeable solution between the Company and the City. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. Subject to the ordinances and regulations adopted by the Council the frequency of collection shall be determined by each individual Customer agreement.

4.2.1. Holidays - The Company shall observe such holidays as it, in its sole discretion, determines appropriate.

Section 5. Vehicles to be Covered and Identified.

All vehicles used by Company for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Company's name in letters not less than two (2) inches in height.

Section 6. Regulation of Containers.

The Company may rent or lease containers to any Customer within the corporate limits of the City for refuse storage and collection purposes subject to the following requirements:

- (1) All containers shall be constructed and maintained according to good industry practice;
- (2) All containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (3) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering of refuse and access to the container by animals while the container is at the site designated by the Customer;
- (4) All containers shall be periodically cleaned, maintained, serviced and kept in a reasonably good state of repair: to prevent the unreasonable accumulation of refuse residues; to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers; and
- (5) All containers shall be clearly marked with Company's name and telephone number in letters not less than two (2) inches in height. It is further understood and agreed that Company will lease or rent such containers at terms which are fair, reasonable and within the terms and rates authorized from time to time by the City Council.
- (6) All containers shall not be on public rights of way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley, driveway, or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections.

Section 7. Disposal of Refuse.

The Company will deliver all Containerized Commercial and Industrial Refuse and Waste collected by it within the City, except for materials which the Company may select for recovery and recycling, to such location as approved by the City Council for refuse disposal purposes. No other location may be used for the disposal of such refuse without the written approval and consent of City. Rules and regulations governing hours of operation and disposal practices at the disposal site, as may be published by the City, will be observed and followed by the Company while engaged in the disposal of refuse pursuant to this Franchise.

Section 8. Franchise and Rental Fees.

8.1 Franchise Fee - The streets, rights-of-way, and public easements to be used by the Company in the operation of its business within the boundaries of the City as such boundaries now exist and exist from time to time during the term of this License, are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and the City will incur costs to regulate and administer this Franchise. In consideration of such benefits, costs and expenses, the Company shall through the term of this Franchise pay to the City five percent (5%) of the Company's total gross receipts received from Customers pursuant to this Franchise (exclusive of Sales Tax).

8.1.1 Fees Paid Quarterly - The license fee shall be payable quarterly to the City and delivered to the City Clerk or successor in function together with a statement indicating the derivation and calculation of such payment. Each such quarterly payment shall be due on the 15th day of the second month following the end of the quarterly period for which said payment is due and shall be based upon the Company's gross receipts during that same quarterly period. The quarterly payments shall be due on February 15, May 15, August 15 and November 15 of each year during the term hereof, with the February 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior December 31 and being payment for the rights and privileges granted hereunder for said calendar quarter, the May 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior March 31 and being payment for the rights and privileges granted hereunder for said calendar quarter, the August 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior June 30 and being payment for the rights and privileges granted hereunder for said calendar quarter, and the November 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior September 30 and being payment for the rights and privileges granted hereunder for said calendar quarter. For purposes of verifying the amount of such fee, the books of the Company shall at all reasonable times be subject to inspection by the duly authorized representatives of the City. Additionally, the Company shall file annually with the City Clerk, no later than four (4) months after the end of the Company's fiscal year, a statement of revenues. The annual statement shall have been reviewed and certified by an auditor or internal company controller to verify the accuracy of the report attributable to the operations of the Company within the City pursuant to this ordinance. This statement shall present, in a form prescribed or approved by the Council, a detailed breakdown of gross receipts.

8.1.2 No Other Rental Fees - The license fee shall be in lieu of any and all other city-imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, franchise, installations and systems, fixtures, and other facilities of the Company and all other property of the Company and its activities, or any part thereof, in the City which relate to the operations of the Company pursuant to this Franchise;

provided, that this shall not be construed to prevent the Company from being required to pay the City's fees and charges in effect from time to time for dumping at the landfill.

8.1.3 Credit for Fees Paid - Should the City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such licenses, charges, fees, rentals, easement or franchise taxes or charges.

Section 9. Collection and Disposal Rates.

The rates charged by the Company for services provided pursuant to this Franchise shall be determined by contract with the Customer.

Section 10. Compliance with Law.

The Company shall conduct its operations under this Franchise in compliance with the material provisions of all applicable local, state and federal laws, rules and regulations, and with the general specifications contained in this Franchise.

Section 11. Insurance Provided by Company.

11.1 Minimum Coverage Requirements - The Company shall maintain throughout the term of the Franchise, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by Company, with an insurance company licensed to do business in the State of Texas and acceptable to the City, insuring against claims for liability and damages for the benefit of the City. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000). Automobile liability insurance under this section shall at a minimum have limits of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for bodily injury for each person and Five Hundred Thousand and No/100 Dollars (\$500,000) for each occurrence, and property damage of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for each occurrence and general liability insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000) for the protection of the public in connection with:

11.1.1 Property Damage - Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Company, its servants, agents or employees or to which Company's negligence shall in any way contribute;

11.1.2 Miscellaneous - Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;

11.1.3 Contractors - Arising out of Company's operations and relationships with any independent contractor or subcontractor.

11.2 Employer's Liability - The Company shall maintain throughout the term of the Franchise the requisite statutory workers' compensation insurance and a minimum of One Hundred Thousand and No/100 Dollars (\$100,000) employer's liability insurance.

11.3 Approval of Policy - The insurance policy, or policies, obtained by the Company in compliance with this section shall be approved by the City Manager, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City Clerk during the term of the Franchise, and shall be changed from time to time to reflect changing liability limits, as reasonably required by the Council. The Company shall immediately advise the Council of any significant litigation, actual or potential, that may develop and would affect this insurance.

11.4 Endorsements - All insurance policies maintained pursuant to this Franchise shall contain the following conditions by endorsement:

11.4.1 Additional Insured - The City shall be an additional insured and the term "owner" and "City" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of the City and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the City;

11.4.2 Cancellation Notice - Each policy shall require that thirty (30) days prior to a cancellation or material change in policies, a written notice thereof shall be delivered to the City Manager by registered mail;

11.4.3 No City Liability - Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Company and the City and shall be primary coverage for all losses covered by the policies;

11.4.4 Other Insurance Clause - The policy clause "Other Insurance" shall not apply to the City where the City is an insured on the policy;

11.4.5 No Recourse - Companies issuing the insurance policies shall not have recourse against the City for payment of any premium or assessment.

11.5 Increase Requirements - The City reserves the right to review the Insurance requirements of this section during the effective period of this Franchise and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or the claims history of the industry as well as the licensee.

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions. (Except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies)

11.6 Certificate - If the City Manager determines that a certificate of insurance is acceptable evidence for insurance coverage, a copy of the endorsement required under the 11.3 above shall be attached to the certificate of insurance.

Section 12. Indemnification and Hold Harmless.

The Company agrees to indemnify, defend, and save harmless the city, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, arising from the Company's distribution system, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and all claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Franchise. The City shall promptly notify the Company of any claim or cause of action which may be asserted against the City relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. The Company by and through the City Attorney, may be granted the right to take, in the event the Company and the City are Co-Defendants in a suit, upon express written approval of the City Attorney of the City, total or partial lead responsibility for the defense of any claim or cause of action. In the event that the City is in control, either totally or partially, of such defense, the Company shall pay all expenses incurred by the City in providing the defense. It is understood that it is not the intention of either the City or the Company to create any liability, right, or claim for the benefit of third parties and this Franchise is intended and shall be construed for the sole benefit of the City and the Company.

Section 13. Forfeiture and Termination of Franchise.

13.1 Material Breach - In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a material breach of the terms and conditions hereof. A material breach by Company shall include, but shall not be limited to, the following:

13.1.1 Fees - Failure to pay the fees set out in Section 8.0;

13.1.2 Telephone Listing - Failure to keep and maintain a telephone listing and office or answering service that is available by telephone without long distance charge during regular business hours for service to the public, and which telephone or office shall, at minimum, provide and maintain the following services:

- (a) Coordinate and provide information concerning deposits, payments and accounts to Customers and prospective Customers;
- (b) Respond to Customer and prospective Customer questions and issues about billings, accounts, deposits and services;

- (c) Coordination with the City with respect to private sector and public works projects and issues related to or affecting to the Company's operation; and
- (d) Immediate response, upon request, to police, fire and other emergency situations in which the public health and safety requires action with respect to or assistance regarding Company's property.

13.1.3 Failure to Provide Services - Failure to materially provide the services provided for in this Franchise;

13.1.4 Misrepresentation - Material misrepresentation of fact in the application for or negotiation of this Franchise; or

13.1.5 Conviction - Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the award of this Franchise.

13.2 Operation Information - Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Franchise.

13.3 Economic Hardship - Company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

13.4 Forfeiture and Proceedings - Any unwarranted and intentional neglect, failure or refusal of the Company to comply with any material provision of this Franchise within thirty (30) days after written notice from City setting forth the specific provision and noncompliance, said notice to be mailed to Company at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Franchise, and the City Council, upon notice to Company and hearing, may, for good cause declare this Franchise forfeited and exclude Company from further use of the streets of the City under this Franchise, and the Company shall thereupon surrender all rights in and under this Franchise.

13.4.1 Proceedings - In order for the City to declare a forfeiture pursuant to Sections 13.1, 13.4 or 13.4.3, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If such violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the Franchise. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Council is to consider.

13.4.2 Hearing - The Council shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Company has occurred.

13.4.3 Forfeiture - If the Council shall determine that the violation by the Company was the fault of Company and within its control, the Council may declare the Franchise forfeited and terminated, or the Council may grant to Company a period of time for compliance.

Section 14. Transfer, Sale or Conveyance by Company.

The Company shall not transfer, assign, sell or convey this Franchise without the prior approval of the Council expressed by ordinance; provided that this section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by Company for the purpose of maintaining and continuing its operation within the City; and provided further that Company may, in its sole discretion and upon written notice to the City, transfer, assign, sell or convey this Franchise to a wholly owned subsidiary of the Company.

Section 15. Foreclosure.

Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Company used for and dedicated to providing service pursuant to this Franchise, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place and the provision of this Franchise governing the consent of the Council to such change in control of the Company shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part, of the property and assets of the Company dedicated to and used for the purposes of providing service pursuant to this Franchise, without the prior approval of the Council, the Council may, upon hearing and notice, terminate this Franchise.

Section 16. Receivership and Bankruptcy.

16.1 Cancellation Option - The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

16.1.1 Trustee Compliance - Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; or

16.1.2 Trustee Agreement - Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company.

Section 17. Retention of City Police Powers.

The City retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to regulate, patrol and police the streets and public ways within the City, and the granting of this Franchise shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the City to use said streets, alleys and public ways.

Section 18. Amendments of City Ordinances and Regulations.

The City reserves the right and power, pursuant to its police power, after due notice to Company, to modify, amend, alter, change or eliminate any rules, and regulations of the City, and to impose such additional conditions, that are not inconsistent with the rights granted by this Franchise, upon the Company and all persons, firms or entities of the same class as the Company, as may be reasonably necessary in the discretion of the City Council to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

Section 19. Taxes.

The Company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the Company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment shall be a breach of this Franchise.

Section 20. Acceptance by Company.

Within fifteen (15) days after the passage of this Franchise, the Company shall file with the City its acceptance of the terms and provisions of this Franchise. The acceptance shall be in writing on the Company's letterhead and provide as follows:

City of Belton
ATTN: City Clerk
333 Water Street
P.O. Box 120
Belton, Texas 76513-0120

_____ (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the Franchise to operate a commercial and industrial refuse and solid waste collection and disposal system within the City as said license is set forth and provided in Ordinance No. _____ (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Company: _____

By: _____

Printed Name: _____

Title: _____

Section 21. Public Necessity.

The Council hereby finds and declares that the public welfare, convenience and necessity require the service which is to be furnished by the Company.

Section 22. Affirmative Action by Company.

22.1 Applicable Law - Company shall adhere to affirmative action practices within the City and Company shall adhere to all federal, state and local rules and laws pertaining to discrimination, equal employment and affirmative action.

22.1.1 Equal Employment - Company shall provide equal employment opportunity to minorities, women and the disabled at all levels and in all phases of operation. In addition, the Company shall promulgate an affirmative action policy which shall cover, in addition to employment, training, purchasing, and the employment of subcontractors. Company shall establish affirmative action goals and timetables to achieve its affirmative action policies. These goals shall reflect the percentage of minorities, women and disabled within the City.

22.1.2 Plan and Policy - Company shall at all times provide the City with a copy of its current affirmative action policy and its affirmative action goals and timetables.

22.1.3 Compliance - Company shall make all reasonable efforts to comply with its affirmative action commitments.

Section 23. Severability.

If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid or unconstitutional the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

Section 24. Captions and Headings.

The use of captions or headings for the various sections of this Ordinance are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to resolve ambiguities in a contract against the party drafting such contract shall not apply to this Franchise.

Section 25. No Suspension of Laws.

All provisions of the ordinances of the City as now existing or as may be amended from time to time and all provisions of the statutes of the State of Texas applicable to general law cities shall be a part of this Franchise as fully as if the same had been expressly stated herein, and said City retains and may exercise all of the governmental and police powers and all other

rights and powers not directly inconsistent with the terms, conditions and provisions of this Franchise.

Section 26. Peaceful Enjoyment.

From and after the effective date of this ordinance, the City and the Company shall be and are hereby authorized and entitled to act in reliance upon the terms, conditions and provisions of this Franchise and, subject thereto, the Company shall collect rates for service, operate and conduct its business and work within the City, and enjoy the benefits and privileges of this Franchise during the term hereof.

Section 27. Open Meetings.

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 28. Endorsements and Records.

The City Clerk is directed to make endorsements as appropriate over her/his official hand and the seal of the City on the form provided at the conclusion of this Franchise, for the public record and convenience of the citizens, of the date upon which this Franchise is finally passed and adopted and, if the Company accepts the Franchise, the date of such acceptance.

PASSED AND APPROVED on first reading, the 12th day of January, 2016.

PASSED AND APPROVED on second and final reading the 26th day of January, 2016.

CITY OF BELTON

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

APPROVED AS TO FORM AND CONTENT:

John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the _____ day of _____, 2010 , by a vote of ____ votes for the Ordinance and ____ votes against the Ordinance .

Amy M. Casey
City Clerk

_____ accepted the foregoing Franchise by written
instrument filed on the _____ day of _____, 20____.

Amy M. Casey
City Clerk

Staff Report – City Council Agenda Item



Agenda Item #12

Consider authorizing the City Manager to execute an agreement for professional services related to the design and construction of the South Belton Sewer Service Project.

Originating Department

Public Works – Angellia Points, P.E., Interim City Engineer

Summary Information

On January 13, 2015, a Council Workshop was held to discuss the options to serve South Belton with sewer service. Currently, the City of Belton sewer lines reach just south of Grove Road while water service is available along the Interstate 35 corridor (IH-35) to the Lampasas River. At the Council Workshop, Staff and Kasberg, Patrick & Associates recommended constructing a series of lift stations in lieu of a new treatment facility by the Lampasas River due to high capital and operation costs and permitting challenges of a treatment facility. A series of lift stations would also take advantage of the capital investments previously made and proposed at the existing Temple-Belton Wastewater Treatment Plant.

The project scope includes serving South Belton as far south as the Lampasas River initially, connecting existing sewer in the Miller Heights basin. The South Belton Sewer System will comprise a series of up to two lift stations, approximately 18,000 linear feet of gravity sewer lines, 8,000 linear feet of force mains, and all manholes, electrical, and appurtenances required. The gravity lines will range in size from 8 inches to 18 inches in diameter. The force mains will be either 6 inches or 8 inches in diameter. The lift stations and sewer lines will be located on the east side of IH-35 with two bores anticipated under the interstate to serve the basin west of IH-35.

Due to the complex nature of the project, and the large amount of funds that will be invested in the design and construction of the project, Staff issued a Request for Qualifications (RFQ) for engineering services in order to select the most qualified engineering firm with considerable experience in the evaluation, design, and construction of similar-sized lift stations, gravity and force mains, electrical design, and all other services (i.e., hydraulic analyses, surveying services, etc.) required for the South Belton Sewer System Project.

The RFQ packet which was developed received attention of local, state, and national firms. Four (4) Texas-registered engineering firms submitted in response to the RFQ.

- Freese and Nichols, Inc. of Austin, Texas
- Halff Associates, Inc. of Georgetown, Texas
- Kasberg, Patrick, and Associates, LP of Temple, Texas
- Lockwood, Andrews and Newnam, Inc. of Waco, Texas

Packets were evaluated based on five (5) components with a maximum score of 100 points.

1. Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required. (20 points)
2. Capacity and capability of the business to perform the work, including any specialized services, within the time limitation. (20 points)
3. Past record of performance on contracts with municipalities with respect to such factors as control of costs, quality of work, and ability to meet schedules. (15 points)
4. Proximity to and familiarity with the City of Belton and project area. (20 points)
5. Evidence of understanding of scope of work, the site and existing conditions. (25 points)

All four packets were evaluated by the City Manager, City Engineer/Director of Public Works, Assistant Director of Public Works – Programs, Assistant Director of Public Works – Operations, and the Water and Wastewater Superintendent using the criteria stated above. Of the four submissions, three scored very well. Freese and Nichols, Halff Associates, and Kasberg, Patrick, and Associates were deemed to be short-listed and were asked to present during the interview stage.

During the 30-minute interviews, applicants were asked about previous experience with similar projects, timeliness of design, innovations in design to reduce construction and operations costs, and schedule of design, etc. References were also contacted for all three applicants. References spoke very highly of the firms in most areas. However, all of Halff's references were impressed by their communications, timeliness, and overall project delivery, especially for complex and large projects across the state. The final scores were tabulated, and Halff Associates received the most combined points following review of the submittal packets and interviews.

Overall, Halff Associates proved the most qualified, having the depth and range of experience, resources, and expertise required for the project. Halff understands the significance of this project and the construction budget constraints. Presenting alternative alignments during the interview phase, Halff demonstrated various cost saving proposals to meet the City's goals of minimizing costs and disruptions to residents. After reaching out to the firm's references, Staff is confident Halff will provide a thorough design in a timely manner, meeting all of the objectives for this project.

The Engineer's Proposal and Contract is attached. In summary of that Proposal, final design will consist of the following components:

1. Pre-design Phase, including an alignment study, lift station alternatives, and a preliminary engineering report to establish a basis of design and chosen alignment.

2. Design Phase Services, including a 30%, 60%, 95%, and Final design sets to develop the drawings and specifications for the project. All required permitting, base mapping, surveying, subsurface utility engineering, geotechnical, and environmental/archaeological impact evaluations will be performed. Five parcel exhibits will be drafted for rights-of-way or easements required for the project.
3. Bid Phase Services, including preparing for advertisement, conducting a pre-construction conference, addressing any comments from contractors, tabulating bids, and preparing the contracts for signatures. This phase can be deferred if the City is not ready to proceed following completion of design.
4. Construction Phase Services, including conducting the pre-construction meeting, reviewing submittals, conducting site visits, and processing contractor's payments. This item can also be deferred if not ready to proceed immediately after design.

The cost to construct the South Belton Sewer System scoped items is estimated to be \$5-\$6 million. Funding of the construction expenses will be addressed further into the design process, once an opinion of probable construction cost is solidified. Halff Associates estimates it will take 6 to 8 months to complete the design phase.

Fiscal Impact

This project is funded through the 2015 Utility Certificates of Obligation.

Amount: **\$500,000**

Budgeted: ☐ Yes ☐ No ☒ Capital Project Funds

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

Funding Source(s): 2015 Utility Certificates of Obligation

Recommendation

Recommend authorizing the City Manager to enter into a contract with Halff Associates in the amount of \$500,000 for professional services to design and bid the South Belton Sewer System Project.

Attachments

Halff Associates Proposal and Contract
Exhibit/Map of Improvements



January 7, 2016
1008.15.0013

Angellia Points, PE
Interim City Engineer
City of Belton
PO Box 120
Belton, Texas 76513
Apoints@BeltonTexas.Gov

RE: South Belton Sewer Project – Standard Form of Agreement

Dear Mrs. Points:

We sincerely appreciate the opportunity to have met with you to discuss the South Belton Sewer Project in Belton, Texas. After our meeting, we fully understand your project goals, which are to develop efficient wastewater infrastructure engineering services to serve your area. The forms have been revised according to subsequent comments.

Attached to this letter are two complete originals of the following documents:

- **Exhibit A**, Halff's Standard Form of Agreement for Professional Services (two pages)
- **Attachment A**, Proposed Scope of Work and Fee (eighteen pages)
- **Attachment B**, Halff Associates Rate Schedule (three pages)
- **Attachment C** Project Schedule Estimate (one page)
- **Form 1295** – Certificate of Interested Parties

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

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

Respectfully Submitted,
HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Timothy Lackey", written in a cursive style.

Timothy Lackey, PE
Vice President

Attachments (5)

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

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

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

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

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

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

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the Engineer.

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

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

VI. INDEMNIFICATION - Engineer agrees to indemnify and hold Client harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is concurrently negligent, Engineer shall not indemnify Client for the proportionate negligence of Client, but shall only indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, subcontractors of any tier and their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

To the fullest extent permitted by applicable law, and without affecting Client's sovereign status, and without modifying the indemnity obligations set forth above, the parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards.

Client acknowledges that Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. Engineer shall be indemnified and defended by Client for any and all claims arising out of the presence of hazardous materials or conditions except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

Client acknowledges that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option

and without liability for consequential or any other damages, suspend performance or services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

VII. INSURANCE - Engineer shall maintain during the life of the Agreement the following minimum insurance:

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

VIII. SUBCONTRACTS - Engineer may subcontract any portion of the work described in the Scope of Services so long as the subcontracted entities and scope of work are mutually agreed upon in writing by both the Engineer and Client

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

X. INTEGRATION - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered and interpreted under the laws of the State Texas. Exclusive venue shall lie in Bell County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

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

rendered and all costs incurred up to the date of Engineer's receipt of notice of termination, in accordance with the compensation provisions of this contract.

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

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

XVI. SEVERABILITY - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

XVIII. AGREED REMEDIES - In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and these risks and remedies shall apply to all possible legal theories of recovery. Client further agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Engineer and Engineer's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to, the services under this Agreement from any cause or causes of the Engineer or the Engineer's officers, directors, employees, agents, and subconsultants, shall not exceed the Engineer's fee for the services performed under this Agreement or \$50,000, whichever is greater, except in the case of negligence on the part of the Engineer. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

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

HALFF ASSOCIATES, INC.

Standard Form of Agreement - General Terms and Conditions (continued)

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Timothy Lackey

Name: Timothy Lackey

Title: Vice President

Date: 1/7/16

APPROVED:

Client: CITY OF BELTON, TEXAS

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

SECTION 1 – SCOPE OF SERVICES

BASIC SERVICES, LUMP SUM TASKS

A. GENERAL SCOPE OF SERVICES

- (1) The PROJECT will enable CITY OF BELTON to provide sewer service the to the IH35 corridor on the south side of the CITY OF BELTON. This Scope of Services and corresponding fee are based on approximately 18,000 linear feet of new gravity sewer lines and manholes, approximately 8,000 linear feet of new force main lines, and two lift stations, as shown on the 2014 South Belton Wastewater Treatment Plant Option Study from Kasberg, Patrick & Associates, LP Consulting Engineers (KPA) provided in RFQ Addendum 1. The Lift Station Number 1 planned initial capacity is 0.78 MGD and Lift Station Number 2 planned initial capacity is 1.84 MGD. If appropriate each lift station will be designed to accommodate future expansion without the need for significant structural modifications. Gravity sewer mains are estimated to range in diameter from 8-inch to 18-inch, and force main sizes are estimated to range from 6-inch to 8-inch in diameter. The scope of services includes flowrate projections and confirmation of required capacities for all proposed infrastructure in the PROJECT. The project northern limit will be a connection to an existing sewer system approximately 1,000 feet north of Holland Road. Modifications to the sewer system north of this limit is not a part of this project scope. Increases in the quantity or capacity of infrastructure from the assumed bases will require modification to the PROJECT scope and/or fee.

B. TASK I – PROJECT STARTUP ACTIVITIES AND ONGOING MANAGEMENT

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

- (d) Contact and coordinate with franchise utility companies to inform them of the PROJECT, update record information, coordinate survey and base mapping information, identify possible conflicts and establish critical issues for design, PROJECT schedule or construction. Note areas for potential conflict of lines to be resolved during surveying and design;
- (e) Attend up to twelve (12) design phase site meetings, separate from the construction plan set progress meetings, with CITY OF BELTON staff and/or property owners.

(2) Data Collection and Review

Review existing materials and reports obtained from the CITY OF BELTON, including but not limited to the following:

- (a) CITY OF BELTON Master Plans (Wastewater, Water, Thoroughfare, Drainage and other pertinent planning documents);
- (b) Wastewater flow model, if available;
- (c) CITY OF BELTON horizontal and vertical bench mark data;
- (d) CITY OF BELTON pipeline, manhole, lift station numbering system and GIS Files, if available;
- (e) Available reports performed for the South Belton Sewer Project;
- (f) CITY OF BELTON Utility standard details, specifications and design manuals or guidelines;
- (g) CITY OF BELTON Paving and Drainage standard details, specifications and design manuals or guidelines;
- (h) Existing street paving types;
- (i) Existing water and sewer maps; and
- (j) Existing water, wastewater, storm drainage, and paving record drawings along the PROJECT corridor;

C. TASK II - PRE-DESIGN PHASE

- (1) Develop PROJECT alternatives.
 - (a) Develop schematic horizontal pipeline alignment alternatives (up to three). Develop schematic profile for each alignment to assess potential depth of main.

- (b) Develop up to three lift station alternatives, differentiated by number and location of lift station sites. At least one alternative will include a single lift station site.
- (2) Develop Sewer Shed Map. Calculate design flowrates based on the Sewer Shed Map and CITY OF BELTON Design Criteria, or other applicable design criteria. Develop recommendations for the appropriate initial capacity for each lift station and pipeline, as well as the ultimate capacities to serve a fully developed drainage basin.
- (3) Provide a Preliminary Engineering Report (PER) memorandum style format that addresses the basic key issues associated with the PROJECT. The PER will:
 - (a) Include exhibits of the alignment alternatives and existing conditions.
 - (b) Document flowrate projections, including recommendations for initial infrastructure capacities and ultimate capacities.
 - (c) Include an evaluation of the PROJECT alternatives. Evaluation criteria will be developed with input from CITY OF BELTON staff, and may include: land area served, property acquisition needs, permitting needs, general environmental impacts, accessibility, pump head and horsepower requirements, available power supply, relative cost, traffic control needs, impacts to citizens, franchise utility conflicts, and other applicable criteria.
 - (d) Include preliminary Engineer's Opinion of Probable Construction Cost for the recommended alternatives.
 - (e) Describe recommendations for pipe and manhole materials; wet well configuration and material; number and type of pumps and valves; locations where by-other-than-open cut pipe construction methods may be necessary; construction phasing opportunities; instrumentation, controls and communication systems.
 - (f) Identify Easement Requirements and potential property owners affected for the recommended alternatives.
 - (g) Confirm Geotechnical needs.
 - (h) Confirm Subsurface Utility Engineering ("SUE") needs.
 - (i) Describe potential construction challenges.
 - (j) Develop a listing of potential permitting and regulatory approvals associated with the proposed PROJECT. These may include environmental reviews and permitting from TCEQ, USACE, TxDOT, and other City / County agencies.

- (k) Submit five hard copies of the draft PER,
- (l) Prepare and participate in one PER review workshop. The objective of the workshop is to present and discuss the findings of the evaluation including information gained from the draft PER and obtain CITY OF BELTON consensus on the PROJECT recommendations.
- (m) Incorporate CITY OF BELTON review comments in a final PER memorandum and provide five sealed hard copies and one electronic copy.

D. TASK III – DESIGN PHASE SERVICES

(1) 30 Percent Design Phase.

- (a) Prepare a set of 30 percent design plans in the form of strip maps which incorporate the final preliminary engineering report recommendations.
- (b) Prepare base strip maps, showing the PROJECT and related interceptors and appurtenances. Prepare plan and profile drawings with a full-size horizontal scale of 1"=40' and a full-size vertical scale of 1"=4'
- (c) Walk the base maps.
- (d) Quality control review meeting – ENGINEER will check and revise strip map plans prior to submittal to the CITY OF BELTON.
- (e) Submit five full size sets and one electronic file in .pdf format of a 30 percent strip map plan set to CITY OF BELTON for review.
- (f) Prepare and submit a 30 percent opinion of probable construction costs (OPCC
- (g) Prepare and participate in one 30 percent plan strip map set review workshop. The objective of the workshop is to present and discuss review comments.

(2) 60 Percent Phase.

- (a) Incorporate CITY OF BELTON review comments on the 30 percent submittal.
- (b) In addition to the sheets prepared for the 30% submittal phase, prepare the following drawings:
 - i. Cover Sheet;
 - ii. General Notes;

- iii. Survey Control;
- iv. Sewer Shed Map
- v. Pipeline Plan/Profile Sheets;
- vi. Preliminary Geotechnical Bore Log(s);
- vii. Lift Station site plans
- viii. Lift Station Mechanical Plans and Sections;
- ix. Erosion Control Plan, Notes, and Details;
- x. Access Drive Layout (if necessary);
- xi. Structural Design Plan Sheets;
- xii. Electrical, SCADA, Instrumentation, Control, and Flow Monitoring Sheets;
- xiii. Standard Details;
- xiv. Miscellaneous Details;
- xv. Right-of-Way Map; and
- xvi. Traffic Control Plans.

- (c) Prepare draft technical specifications for the PROJECT;
- (d) Submit a 60 percent opinion of probable construction costs (OPCC)
- (e) Quality control review meeting – ENGINEER will check and revise plans prior to submittal to the CITY OF BELTON.
- (f) Submit five full size sets and one electronic file in .pdf format of the 60 percent plan set, specifications and OPCC to CITY OF BELTON for review.
- (g) Prepare and participate in one CITY OF BELTON review meeting. The objective of the meeting is to receive and discuss review comments.

(3) 95 Percent Phase.

- (a) Incorporate CITY OF BELTON review comments on the 60 percent submittal.
- (b) Prepare any additional sheets required that were not included in the 60% submittal phase
- (c) Revise technical specifications for the PROJECT;
- (d) Submit a 95 percent opinion of probable construction costs (OPCC)

- (e) Quality control review meeting – ENGINEER will check and revise plans prior to submittal to the CITY OF BELTON.
 - (f) Submit five full size sets and one electronic file in .pdf format of the 95 percent plan set, specifications and OPCC to CITY OF BELTON for review.
 - (g) Prepare and participate in one CITY OF BELTON review meeting. The objective of the meeting is to receive and discuss review comments.
- (4) Issued for Bid Construction Documents.
- (a) Incorporate CITY OF BELTON review comments on the 95 percent submittal.
 - (b) Finalize, Seal, and submit five full size sets and one electronic file in pdf format on CD's.
- (5) TXDOT PERMITTING SERVICES
- (a) Prepare a maximum of three TXDOT utility permit and construction. Submit to CITY OF BELTON plans for approval. CITY OF BELTON will submit to TXDOT for TXDOT approval to allow work in TXDOT ROW. This is necessary even if the sewer line is to be placed in easements adjacent to ROW because the Contractor will access the work area from TXDOT ROW.
 - (b) Place approved TXDOT utility permit with in Bid Documents for contractor's information and coordination during construction phases.
- (6) TCEQ PERMITTING SERVICES
- (a) Prepare TCEQ Submittal package for approval of wastewater improvements. Package shall consist of a summary transmittal letter in accordance with TCEQ requirements.
 - (b) If requested by TCEQ, submit a Project Engineering Report, Engineering Plans and Specifications for TCEQ review.
 - (c) Coordinate approval process with TCEQ

E. TASK IV – BID PHASE SERVICES

- (1) Provide a Notice to Bidders to the CITY OF BELTON for publication in legal notices for the PROJECT. Help establish bid dates to avoid conflicts with similar projects bidding at or near the same time. Send advertisements to potential bidders and suppliers. Provide documents to local plan rooms to assist in advertisement of the PROJECT;
- (2) ENGINEER will provide CITY OF BELTON with up to 21 half-scale drawings, 10 sets of specifications, 10 full-scale drawings, and 10 addenda, if applicable. ENGINEER will distribute plan sets to potential bidders and assess a fee to recoup the cost of providing hard copy bid sets. ENGINEER will maintain a list of drawing holders. Provide the list to prospective bidders. Include the list of drawing holders with any addenda distributed for the PROJECT;
- (3) Respond to questions related to the distribution of documents, construction contract provisions, and bidding requirements and technical questions regarding the PROJECT;
- (4) Prepare, print, and distribute addenda addressing additions, deletions, modifications, or interpretations to the contract documents;
- (5) Conduct one pre-bid conferences for the construction PROJECT, and prepare minutes and responses. Responses to each pre-bid conference will be in the form of addenda issued after the conference. Conduct a tour of the PROJECT site after the conference;
- (6) Assist the CITY OF BELTON in receiving and recording bids at the formal bid opening. Evaluate the information contained in the bid documents for conformance with requirements of the construction contract documents. Prepare bid tabulation. Compare bid costs with estimated costs and available budget;
- (7) Evaluate the qualifications information provided by the contractors as a part of the bid package. Review the apparent low bidder's qualifications for conformance to the minimum experience requirements in the specifications. Provide a written recommendation for award of the contract consistent with the requirements of the construction contract documents;
- (8) Assist the CITY OF BELTON in preparing construction contract documents for execution by the successful low bidder. Prepare a Notice of Award for the CITY OF BELTON to issue to the contractor upon award of the contract by the CITY OF BELTON with instructions of execution of the contract documents. Assist the CITY OF BELTON in reviewing executed documents and bonds for conformance with the requirements of construction contract documents. Assist the CITY OF BELTON in reviewing certificates of insurance for compliance with construction contract documents. Forward documents to the CITY OF BELTON with a recommendation of execution and distribution of documents. Those documents

will include up to 11 half-size conformed construction drawings, 6 sets of executed construction specifications, 10 sets of conformed construction specifications, and 11 full-size conformed construction drawings;

F. TASK V – CONSTRUCTION PHASE SERVICES

Construction Administration - These services are intended to assist CITY OF BELTON in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting CITY OF BELTON in responding to the events that occur during construction. Administration Services as defined below.

- (1) Pre-Construction Conference - ENGINEER shall assist CITY OF BELTON with meeting exhibits and attend the preconstruction conference with Contractor to review the PROJECT communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the PROJECT. ENGINEER will coordinate and manage meeting, including development of agenda, and take minutes or otherwise record the results of this conference. Meeting minutes from Conference will be returned to CITY OF BELTON within a seventy-two (72) hour period after the conference is held.
- (2) Review of Shop Drawings, Samples and Submittals - ENGINEER shall coordinate with CITY OF BELTON for the reviews of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. ENGINEER will log and track all shop drawings, samples and submittals.
- (3) Requests for Information - ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. ENGINEER will coordinate and issue responses to requests to CITY OF BELTON. ENGINEER will log and track the Contractor's requests.
- (4) Review of Contractor's Requested Changes - ENGINEER shall review all Contractor-requested changes to the contract for construction. ENGINEER will make recommendations to CITY OF BELTON regarding the acceptability of the Contractor's request and, upon approval of CITY OF BELTON, assist CITY OF BELTON in negotiations of the requested change. Upon agreement and approval, ENGINEER shall prepare and submit supporting change order documents and plan revisions.
- (5) ENGINEER will review Contractor pay requests, including verification of percent complete, materials on-hand, and quantities.
- (6) Status Meetings and Site Visits - ENGINEER shall attend up to twenty (20) construction status meetings and visit site to observe progress. Site visits will be

performed on the same day that status meeting is attended. ENGINEER will be present when the system is started-up and field tested. Additionally, ENGINEER shall participate in the final walk-through of the PROJECT.

- (7) Completion of Record Documents - ENGINEER shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to CITY OF BELTON two sets of record drawings. These record documents are a compilation of the sealed engineering drawings for this PROJECT, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness.

G. TASK VI – DESIGN SURVEY AND BASE MAPPING

- (1) Prepare right-of-entry and permit-to-survey letters, and obtain permission from the owner of each affected property to perform survey. If property owners fail to approve within three weeks from receipt of permission letter, ENGINEER shall attempt to contact each such owner by telephone and a follow-up letter, certified mail, return receipt requested. The CITY OF BELTON will be given a list of those property owners who fail to respond to pursue other avenues of obtaining access;
- (2) Establish horizontal and vertical control for the PROJECT. The horizontal control shall be based on the Texas State Plane Coordinate System, Central Zone North American Datum of 1983 (NAD83) coordinates and the vertical control being based on North American Vertical Datum of 1988. Survey control shall be adjusted to surface coordinates. Provide survey notes and/or electronic files with clear location and description of benchmarks and horizontal control points. Benchmarks shall be documented and retraceable (e.g., nails in trees are not acceptable). PROJECT shall be tied into CITY OF BELTON vertical and horizontal control if required;
- (3) Ground survey existing visible elements within the limits of proposed properties and easements associated with the PROJECT, as necessary for the design for gravity pipeline, forcemain pipeline, or lift stations, including, but not limited to the following:
 - (a) Existing pavement, curbs, sidewalks, barrier free ramps, etc.;
 - (b) Lane striping;
 - (c) Driveways;

- (d) Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control;
 - (e) Culverts and bridges;
 - (f) Railroads;
 - (g) Guardrails;
 - (h) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
 - (i) Traffic signal poles, cabinets, and other signal equipment;
 - (j) Signs (excluding temporary signs);
 - (k) Trees, including species, diameter at breast height (dbh), and canopy area for all trees six inches dbh or greater within all temporary and permanent sanitary sewer and access easements associated with the PROJECT;
 - (l) Buildings;
 - (m) Retaining walls;
 - (n) Fence limits and material types;
 - (o) Other applicable physical features that could impact design;
 - (p) Property corners;
 - (q) Flowlines, tops, and toes of creeks;
 - (r) Flowlines of manholes, inlets, culverts and other utility structures;
 - (s) Field sketches of manholes and meter stations; and
 - (t) Provide general locations of brush and wooded areas.
- (4) Based on the ground survey, generate one-foot contours within the limits of proposed properties and easements associated with the PROJECT;
 - (5) Prepare composite base map of all features located in the field through the ground survey; and

- (6) Perform subsurface utility engineering (SUE) services in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". This standard defines the following Quality Levels:

SUE Quality Levels:

1. Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
2. Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the PROJECT and reduced onto plan documents.
3. Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
4. Quality Level D: Information derived from existing records or oral recollections.

(a) Locating (Vacuum Excavation) – Level A

Up to twelve (12) test holes will be performed on various subsurface utilities at locations specified by the CITY OF BELTON and/or ENGINEER'S design engineer. ENGINEER will dig an 8" x 8" test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole.

ENGINEER will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

ENGINEER will submit utility locate requests for all City of Belton water/sewer mains within the project area through City of Belton website.

H. TASK VII – EASEMENT LEGAL DESCRIPTION AND EXHIBIT PREPARATION

- (1) On approval of the Preliminary Engineering Report, the ENGINEER shall survey, render field notes and prepare individual parcel exhibits for new additional rights-of-way and/or easements needed for the PROJECT. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary

information on color aerial photography. This Scope of Services and the associated fee includes the following anticipated right-of-way and easement documents.

- (a) Five (5) parcel exhibits for permanent easements.
- (2) Parcel Exhibits - Individual parcel exhibits shall be in both hard copy (8 1/2" x 11") and pdf format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:
 - (a) Parcel number.
 - (b) Area required.
 - (c) Area remaining.
 - (d) Legal description.
 - (e) Current owner.
 - (f) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
 - (g) Any physical features.

Metes and bounds descriptions of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. If additional parcels are determined to be acquired, then a supplemental adjustment shall be made to the schedule of fees.

I. TASK VIII – ENVIRONMENTAL AND ARCHAEOLOGICAL IMPACT EVALUATION

The PROJECT is anticipated to be designed in a manner that will allow the PROJECT to be permitted under current Section 404 Nationwide Permits and applicable General Conditions. Preparation of a Section 404 Individual Permit is not included in this Scope of Services.

- (1) Field Reconnaissance
 - (a) An environmental permits specialist will walk the pipeline corridor with engineers to assist in the establishment of the pipeline alignment in a manner that minimizes impacts to environmental and archaeological resources, and prevents the need for a preconstruction notification (PCN) if practicable.
 - (b) Consultant will identify, map and evaluate jurisdictional waters of the US and wetlands and determine PROJECT impacts.

- (2) Literature Review for Cultural Resources and Endangered Species
 - (a) A literature review of the PROJECT area of potential effect (APE) will be conducted to identify known eligible and listed National Register of Historic Places (NRHP) sites, State Archaeological Landmarks, State Historical Markers, and structures of fifty (50) years of age or older. Identified resources will be photographed, described, and mapped. The Texas Archeological Research Laboratory (TARL) will be contacted to obtain a records review of previous surveys in the area. The Texas Historical Commission will be contacted to discuss whether or not a cultural resources survey is warranted for this PROJECT.
 - (b) The Texas Natural Diversity Database (NDD) will be reviewed for any record of potential protected species habitat, and a map will be created.
- (3) Documentation of Findings
 - (a) Prepare a permitting assessment memorandum. Document that the selected alignment meets Nationwide 12 Permit criteria for no pre-construction notice (PCN) requirements, and no further cultural or natural resources studies are warranted.

J. TASK IX – GEOTECHNICAL INVESTIGATION

- (1) Perform field and laboratory geotechnical investigations to provide subgrade conditions, soil and groundwater conditions for foundations and excavations, and sewer embedment and backfill recommendations, as necessary for the design for PROJECT;
 - (a) Drill, classify, and perform pertinent tests on soils at twenty one locations (not to exceed 400 linear feet of vertical boring). If number of borings required exceeds these values, additional compensation may be requested as an additional service.
 - (b) If reasonable access is not available to selected sites, or if tracked or other special vehicles are needed for site access, or if brush cutting is required, additional compensation may be requested as an additional service;
- (2) Prepare a report containing recommendations regarding surface conditions, soil and geologic conditions at the proposed interceptor alignment, excavation and trench slope consideration, anticipated settlement, compaction, fill and structural design considerations. Provide five copies of geotechnical investigation summary report for CITY OF BELTON records. Report shall be sealed by a Professional Engineer licensed in the State of Texas; and
- (3) Incorporate the geotechnical bore log(s) into the construction drawings or contract documents.

SPECIAL SERVICES, TIME AND MATERIALS TASKS

K. TASK X – ADDITIONAL EASEMENT LEGAL DESCRIPTION AND EXHIBIT PREPARATION (PER PARCEL)

- (1) On approval of the CITY OF BELTON, the ENGINEER shall survey, render field notes and prepare additional individual parcel exhibits for new additional rights-of-way and/or easements needed for the PROJECT. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary information on color aerial photography. This service will only be provided as an additional service if necessary. The service will be identical to the lump sum task described above, but for a per parcel denomination.

L. TASK XI – GEOTECHNICAL INVESTIGATION BRUSH CUTTING (PER DAY)

- (1) Perform field brush cutting to advance geotechnical drilling rig into an area for on a per day basis if necessary.

M. TASK XII – ADDITIONAL TEST HOLES – SUE LEVEL A (PER HOLE)

- (1) Locating (Vacuum Excavation) – Level A – for each additional test hole will be performed on various subsurface utilities at locations specified by the CITY OF BELTON and/or ENGINEER'S design engineer. ENGINEER will dig an 8" x 8" test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole.

SECTION 2. - EXCLUDED ENGINEERING SERVICES

Various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES covered by Section 1 preceding, which may be performed or arranged for separately by the CITY OF BELTON, or may be added to the ENGINEER'S

responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

- (1) Additional services in excess of those provided under Section 1, including, but not limited to assessments, modeling of wastewater mains, participation in additional meetings;
- (2) Environmental and Archaeological Permits -The proposed Special Services fee includes budgets for the following tasks in the event that a PCN must be submitted for the Nationwide 12 Permit.
 - (a) Nationwide 12 Permit Preparation: Prepare information and exhibits necessary for submittal of a Nationwide 12 Permit PCN to the US Army Corps of Engineers.
 - (b) Cultural Resources Survey and Permitting: If required, ENGINEER will hire a subconsultant to perform an archeological survey and coordinate findings with the Texas Historical Commission.
- (3) Cathodic protection;
- (4) Design of aerial crossings;
- (5) Preparation of Traffic Control Plans
- (6) Preparation of a Section 404 Individual Permit;
- (7) Materials Testing;
- (8) Preparation of abandonment documents for existing easements;
- (9) Construction Phase survey services
- (10) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions;
- (11) Provide QA/QC, Materials Testing services during Construction phase period.
- (12) Provide full time onsite Project Representation during the construction phase period.
- (13) Property acquisition services, Right of way and easement appraisal services if necessary.
- (14) Condemnation services.
- (15) Appraisal services.
- (16) Court or Commission costs or fees.

- (17) Attendance, preparation or assistance with Public Meetings, such as Planning Commission, Neighborhood, or City Council Meetings.

SECTION 3 - SERVICES BY THE CITY OF BELTON

The CITY OF BELTON and its representatives will render services inclusive of the following:

- (1) Provide available criteria and full information as to the CITY OF BELTON requirements for the PROJECT;
- (2) Assist the ENGINEER by placing at his disposal all available written and electronic data pertinent to the PROJECT which ENGINEER shall be entitled to use and rely upon for performing ENGINEER'S services;
- (3) Examine documents submitted by the ENGINEER and render a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S services;
- (4) Furnish information required as expeditiously as possible for the orderly progress of the work;
- (5) The Director of Public Works of the CITY OF BELTON or his designated representative shall appoint, in writing, a representative that the ENGINEER shall be entitled to rely upon regarding decisions made by the CITY OF BELTON. All subsequent communication to the CITY OF BELTON shall be deemed made when conveyed in writing to the representative at the location specified in THE ENGINEERS STANDARD CONTRACT DOCUMENT; and
- (6) The services, information, and reports required by this SECTION 3, inclusive, shall be furnished at the CITY OF BELTON 'S expense, and the CITY OF BELTON will apprise the ENGINEER of any known inaccuracies or inconsistencies in the information provided.

SECTION 4 - COMPENSATION

A. BASIC ENGINEERING SERVICES

For and in consideration of the BASIC ENGINEERING SERVICES (SECTION 1) to be rendered by the ENGINEER, the CITY OF BELTON shall pay, and the ENGINEER shall receive compensation as hereinafter set forth. All remittance by the CITY OF BELTON for such compensation shall either be mailed or delivered to the ENGINEER'S office as identified in the ENGINEERS STANDARD CONTRACT DOCUMENT

Compensation for BASIC DESIGN SERVICES shall be paid by the CITY OF BELTON to the ENGINEER for all services required for work stated under SECTION 1, Tasks I through Task IX in the following lump sum amounts:

BASIC DESIGN SERVICES (LUMP SUM TASKS):

TASK I – PROJECT STARTUP ACTIVITIES AND ONGOING MANAGEMENT	\$ 45,000
TASK II. - PRE DESIGN PHASE	\$ 60,000
TASK III - DESIGN PHASE & PERMITTING SERVICES	\$ 234,700
TASK IV - BID PHASE SERVICES	\$ 10,000
TASK V – CONSTRUCTION PHASE SERVICES	\$ 26,000
TASK VI – DESIGN SURVEY AND BASE MAPPING	\$ 65,500
TASK VII – EASEMENT LEGAL DESCRIPTION AND EXHIBIT PREPARATION	\$ 10,000
TASK VIII. –ENVIRONMENTAL AND ARCHAEOLOGICAL IMPACT EVALUATION	\$ 9,100
TASK IX – GEOTECHNICAL INVESTIGATION	\$ 39,700

TOTAL OF BASIC DESIGN SERVICES LUMP SUM TASKS \$ 500,000

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

SPECIAL SERVICES (TIME & MATERIALS TASKS):

Compensation for SPECIAL ENGINEERING SERVICES, SECTION 1, Tasks X, XI, and XII shall be based on time and materials basis as follows:

TASK X – ADDITIONAL EASEMENT LEGAL DESCRIPTION AND EXHIBITS (PER PARCEL)	\$ 2,000
TASK XI. – GEOTECHNICAL INVESTIGATION BRUSH CUTTING 1 DAY	\$ 2,900
TASK XII. – ADDITIONAL TEST HOLES – SUE LEVEL A	\$ 1,250

For all the ENGINEER'S personnel time for SPECIAL SERVICES, compensation shall be based on "Salary Cost" times a multiplier of 2.3, in accordance with ATTACHMENT B. "Salary Cost" used herein is defined as the cost of salaries of engineers, draftsmen, stenographers, survey men, clerks, laborers, etc., for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

All direct non-labor expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the BASIC ENGINEERING SERVICES, shall be paid at invoice or internal office cost plus a ten percent service charge. Subcontract expenses shall be paid at direct cost plus a three percent service charge. Compensation for subcontract personnel time must also comply with the limits set forth in Attachment A, unless approved in writing by the CITY OF BELTON prior to the rendition of subcontract services.

SECTION 4 - SCHEDULE

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

Refer to the attached schedule labeled as Attachment C Project Schedule Estimate for timeline required to complete the project tasks. The schedule assumes that NTP is provided January 19, 2016.

Dependent upon funding and Client approval, the project may not proceed with bid and construction phases. Therefore, the Engineer understands Tasks IV and V may be authorized at a later date. The fees provided in this Scope of Services are based on an assumption that the written authorization of NTP of Task IV and V at Clients discretion would occur within a maximum period of eighteen months (18) from original NTP date shown above.

ATTACHMENT B

Halff Associates Rate Schedule June 2015 (valid through June 2016)

Class	Class Description	Min	Max
111	Civil Gen ASCE Grade 1	\$87.91	\$106.15
112	Civil Gen ASCE Grade 2	\$91.23	\$114.45
113	Civil Gen ASCE Grade 3	\$104.50	\$122.74
114	Civil Gen ASCE Grade 4	\$112.79	\$165.87
115	Civil Gen ASCE Grade 5	\$143.47	\$213.97
116	Civil Gen ASCE Grade 6	\$208.99	\$278.65
117	Civil Gen ASCE Grade 7	\$238.85	\$273.68
125	Civil Env ASCE Grade 5	\$179.13	\$179.13
131	Civil Struct ASCE Grade 1	\$99.52	\$102.01
132	Civil Struct ASCE Grade 2	\$104.50	\$104.50
133	Civil Struct ASCE Grade 3	\$128.75	\$128.75
134	Civil Struct ASCE Grade 4	\$131.03	\$134.35
136	Civil Struct ASCE Grade 6	\$238.85	\$238.85
151	Mechanical Engr Grade 1	\$100.35	\$125.39
152	Mechanical Engr Grade 2	\$99.52	\$99.52
153	Mechanical Engr Grade 3	\$106.98	\$112.79
155	Mechanical Engr Grade 5	\$149.28	\$182.87
156	Mechanical Engr Grade 6	\$180.79	\$281.89
157	Mechanical Engr Grade 7	\$261.40	\$261.40
161	Electrical Engr Grade 1	\$96.20	\$96.20
162	Electrical Engr Grade 2	\$88.74	\$88.74
164	Electrical Engr Grade 4	\$107.81	\$145.96
165	Electrical Engr Grade 5	\$153.43	\$154.25
166	Electrical Engr Grade 6	\$212.31	\$212.31
167	Electrical Engr Grade 7	\$222.92	\$222.92
181	Landscape Arch Grade 1	\$69.66	\$69.66
182	Landscape Arch Grade 2	\$74.64	\$77.96
183	Landscape Arch Grade 3	\$82.93	\$140.99
184	Landscape Arch Grade 4	\$107.81	\$117.76
185	Landscape Arch Grade 5	\$147.62	\$186.60
186	Landscape Arch Grade 6	\$257.09	\$257.09
191	Architect Grade 1	\$77.63	\$80.03
192	Architect Grade 2	\$82.68	\$88.74
193	Architect Grade 3	\$92.88	\$136.01
194	Architect Grade 4	\$146.29	\$146.29
195	Architect Grade 5	\$189.09	\$189.09
196	Architect Grade 6	\$194.89	\$204.84
211	Environmental Scientist Level 1	\$74.64	\$77.96
212	Environmental Scientist Level 2	\$92.06	\$92.06
213	Environmental Scientist Level 3	\$102.01	\$114.45
214	Environmental Scientist Level 4	\$114.45	\$174.99
215	Environmental Scientist Level 5	\$184.94	\$184.94
221	GIS Entry Level	\$68.00	\$72.15
222	GIS Grade 2	\$73.81	\$73.81
223	GIS Grade 3	\$86.75	\$92.88
224	GIS Grade 4	\$92.06	\$106.98
225	GIS Grade 5	\$109.47	\$131.03
311	Draftsman Civil Level 1	\$51.75	\$62.10
312	Draftsman Civil Level 2	\$58.65	\$58.65
313	Draftsman Civil Level 3	\$65.21	\$77.63
314	Draftsman Civil Level 4	\$75.90	\$94.01
315	Draftsman Civil Level 5	\$94.01	\$114.71
317	Technician Civil Level 2	\$119.03	\$119.03
318	Designer Civil	\$100.91	\$160.89
325	Draftsman Environ Level 5	\$100.05	\$100.05
326	Tech Environmental Level 1	\$116.44	\$116.44

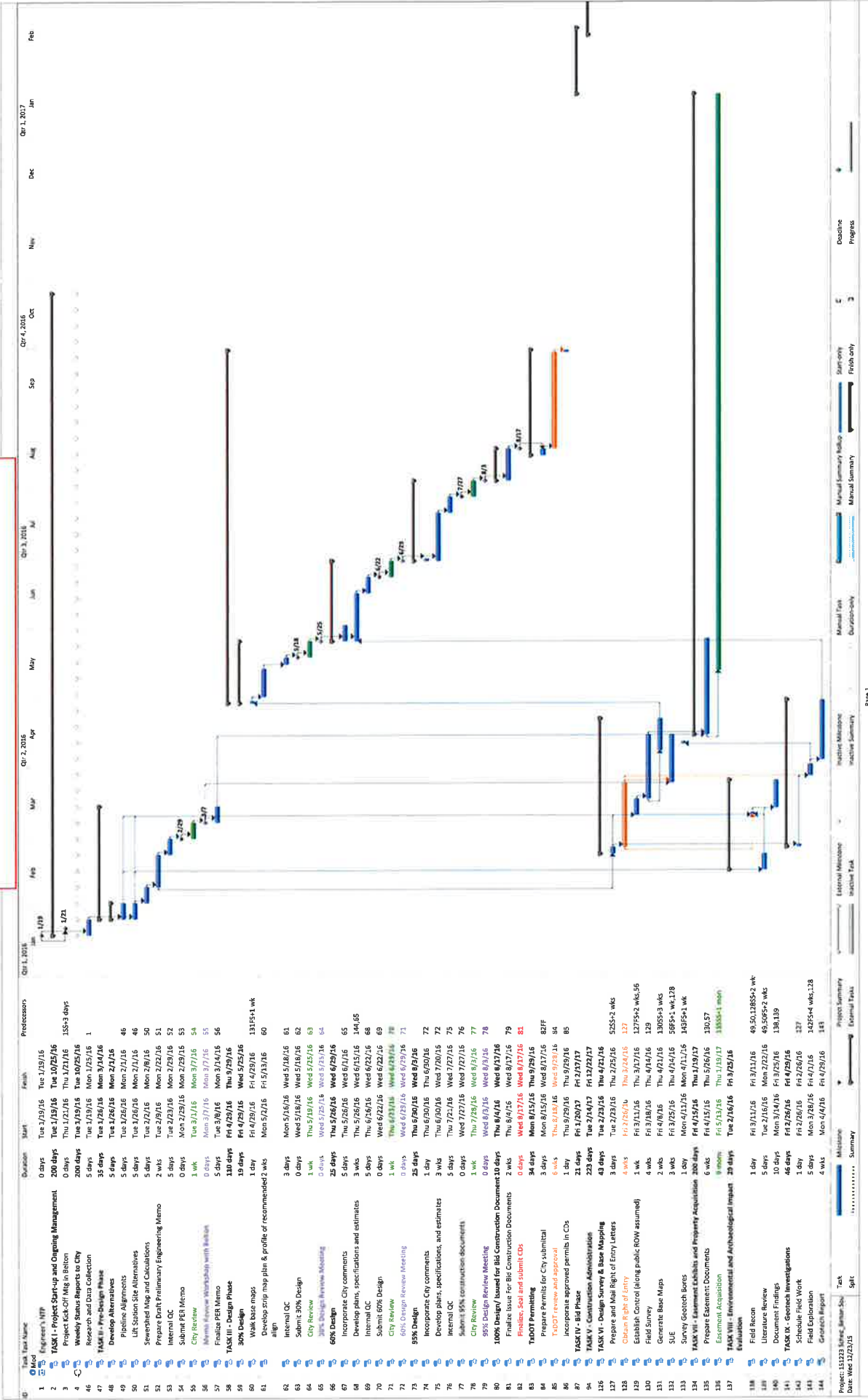
331	Draftsman Struct Level 1	\$61.24	-	\$69.00
334	Draftsman Struct Level 4	\$99.53	-	\$99.53
343	Draftsman Chem Grade 3	\$86.25	-	\$100.05
344	Draftsman Chem Grade 4	\$119.03	-	\$119.03
352	Draftsman Mech Level 2	\$58.65	-	\$62.96
353	Draftsman Mech Level 3	\$68.14	-	\$79.35
355	Draftsman Mech Level 5	\$103.00	-	\$103.00
357	Mechanical Designer	\$90.56	-	\$163.38
367	Electrical Designer	\$56.06	-	\$82.80
377	Plumbing Designer	\$93.15	-	\$93.15
410	Rodman	\$56.06	-	\$81.08
420	Instrument Man	\$51.75	-	\$86.25
430	Party Chief	\$58.65	-	\$87.98
435	Survey Technician	\$62.10	-	\$101.78
440	Surveyor-In-Training SIT	\$72.45	-	\$87.98
445	Registered Prof Land Svyr	\$117.76	-	\$169.18
450	Survey Dept Head	\$167.52	-	\$167.52
460	Site Inspector	\$85.39	-	\$85.39
470	Utility Locator	\$62.10	-	\$62.10
472	SUE Tech 2/2-4 Yrs Exp	\$63.83	-	\$63.83
474	SUE Tech 3/4+ Yrs Exp	\$67.28	-	\$75.90
475	SUE Lead Tech 3	\$111.13	-	\$129.38
476	SUE Field Spvrs 1	\$91.43	-	\$91.43
478	SUE Field Spvrs 3	\$167.52	-	\$167.52
480	Utility Coordinator	\$98.69	-	\$98.69
530	Office Clerk	\$27.60	-	\$48.30
580	Secretary	\$51.75	-	\$94.01
700	Summer/Co-op/Temp	\$32.78	-	\$32.78
710	Engineer	\$48.30	-	\$69.00
810	Right-Of-Way Specialists	\$74.64	-	\$198.21

UNIT PRICING SCHEDULE

Unit Code	Unit Description	Unit of Measure	\$ per Unit
REPRODUCTION			
BINDBK	Binding Booklets	Per Set	\$5.00
BINDPL	Binding Plans	Per Set	\$5.00
BLUEPR	Blacklines	Per Each	\$1.00
COPY1	Copies and Scans -Legal and LetterIB&W	Per Sheet	\$0.10
COPY2	Copies and Scans -Oversize (11x17)IB&W	Per Sheet	\$0.20
COPY3	Copies and Scans -Legal and LetterIColor	Per Sheet	\$0.75
COPY4	Copies and Scans -Oversize (11x17)IColor	Per Sheet	\$1.50
FCMNT	Foam Core Mount	Per Sq Ft	\$4.00
PLOT1	Plots -Full SizeIB&W	Per Plot	\$1.00
PLOT2	Plots -Full SizeIColor	Per Plot	\$15.00
PLTCSF	Plots -Color -SqFt	Per Sq Ft	\$2.50
PLTBSF	Plots -B&W -Sq Ft	Per Sq Ft	\$0.15
ENVIRONMENTAL			
ATV	All Terrain Vehicle	PerDav	\$35.00
AUGER	Hand Auger	PerDav	\$15.00
BOAT	Boat Rental	Per Day	\$50.00
CLWSMP	Colliwasa Samplers	Per Each	\$10.00
DB	Disposable Bailers (0.75" and 2")	Per Each	\$8.00
DIP	Dual Interphase Probe (for free product measuring)	Per Dav	\$25.00
DPB	Disposable Pressure Bailers (2")	Per Each	\$15.00
ENVSVY	Environmental Survey Equipment (for Gradient/Elevation)	Per Day	\$100.00
MICRON	10 Micron Filters (for Low Flow Sampling -Metal)	Per Each	\$20.00
OVM	Organic Vapor Meter (OVM)	Per Dav	\$75.00
PROXRS	PROXRS Receiver	Per Hour	\$20.00
SED	SedimentSludge Sampler	Per Day	\$45.00
SILICN	Silicon Tubing (for Low Flow Sampling)	Per Foot	\$2.00
TEFLON	Teflon Tubing (for Low Flow Sampling)	Per Foot	\$1.00
WLI	Water Level Indicator	Per Dav	\$15.00

SURVEY			
ATV	All Terrain Vehicle	Per Day	\$35.00
BOAT	Boat Rental	Per Day	\$50.00
GATOR	John Deere Gator -Laser Scanner	Per Dav	\$100.00
GPS	GPS Survey EQuipment	Per Hour	\$36.00
GPSHH	GPS Survey EQuipment Hand Held	Per Day	\$20.00
MON1	Small Brass Markers' Type I Survey Monuments	Per Each	\$55.00
MON2	Survey Monumentation; Type IIR-O-W Markers	Per Each	\$220.00
MON3	Survey Monumentation; Type IIIGPS Markers	Per Each	\$220.00
PROXRS	PROXRS Receiver	Per Hour	\$20.00
SECCHI	Secchi Disk	Per Day	\$10.00
SUE			
ATV	All Terrain Vehicle	Per Day	\$35.00
GPS	GPS Survey Equipment	Per Hour	\$36.00
GPSHH	GPS Survey EQuipment Hand Held	Per Dav	\$20.00
M*DV	Mileage Rate for Mobilization/Demobilization of the Designating Vehicle	Per Mile	\$2.68
MI*SVY	Mileage Rate for Mobilization/Demobilization of a Survey Truck	Per Mile	\$2.68
MI*TCV	Mileage Rate for Mobilization/Demobilization of a Traffic Control Vehicle	Per Mile	\$2.68
MI*VE	Mileage Rate for Mobilization/Demobilization of the Vacuum Excavating Vehicle	Per Mile	\$5.68
VAC*HD	Heavy Duty Vacuum Excavation Truck	Per Hour	\$100.00
VACTRK	Vacuum Truck Charge	Per Hour	\$75.00
OTHER			
CD	Burn CD/DVD	Per Each	\$10.00
DELIV1	Delivery/Courier in Area	Per Delivery	\$15.00
DELIV2	Delivery/Courier Out of Area	Per Delivery	\$40.00
EMILES	Unit Based Miles for eExpense	Per Mile	\$0.56 *
DIS1	Digital Imaging Server	Per Dav	\$75.00
DIS2	Digital Imaging Server	Per Day	\$150.00
DIS3	Digital Imaging Server	Per Day	\$300.00
GISPEN	GIS Digital Map Pen	Per Day	\$30.00
MISC	Miscellaneous	Per Unit	\$1.00
RF4	RF4 Realflow Software	Per Dav	\$100.00
POSTaGE	Postage	Per Ounce	\$0.49 **
* or current IRS rate			
** or current USPS rate			

ATTACHMENT C - PROJECT SCHEDULE ESTIMATE



CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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

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

Half Associates, Inc
Richardson Texas , TX United States

Certificate Number:
2016-1602

Date Filed:
01/07/2016

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

City of Belton

Date Acknowledged:

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

N/A
SUE, Engineering, Surveying, Permitting, GEO Technical

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Skipwith, Walter	Richardson , TX United States	X	
	Tanksley, Dan	Richardson , TX United States	X	
	Moya , Michael	Austin , TX United States	X	
	Murray , Menton	McAllen , TX United States	X	
	Ickert, Andrew	Richardson, TX United States	X	
	Adams , Bobby	Houston, TX United States	X	
	Romanowski, Michael	Fort Worth , TX United States	X	
	Molloy, Martin	Richardson , TX United States	X	
	Craig, Matthew	Richardson , TX United States	X	
	Kunz , Patrick	Richardson , TX United States	X	
	Plugge , Roman	Richardson , TX United States	X	
	Kuhn , Gregory	Richardson , TX United States	X	
	Russell, Killen	Richardson , TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Halff Associates, Inc
Richardson Texas , TX United States

Certificate Number:
2016-1602

Date Filed:
01/07/2016

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

City of Belton

Date Acknowledged:

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

N/A
SUE, Engineering, Surveying, Permitting, GEO Technical

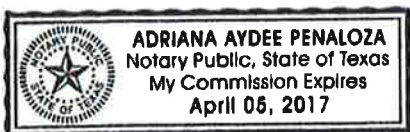
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Tim Lackey
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Tim Lackey, this the 7th day of January, 2016, to certify which, witness my hand and seal of office.

Adriana Aydee Penaloza
Signature of officer administering oath

Printed name of officer administering oath

Notary Public
Title of officer administering oath

