



CITY OF BELTON

City Council Meeting Agenda Tuesday, February 9, 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 Councilmember Guy O'Banion.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Retail Development Coordinator Ed Bandas.

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

Invocation. The Invocation will be given by Bill Carrell, Director of Church Relations at UMHB.

1. Call to order.
2. Public comments.
3. Recognitions:
 - A. U.S. Army Corps of Engineers presentation of their Castle Award for Excellence to the Belton Fire Department.
 - B. Recognize City of Belton's Lena Armstrong Public Library for being awarded the 2015 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.

Consent Agenda

Items 4-7 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Minutes of previous meetings:
 - A. January 26, 2016, City Council Meeting
 - B. February 1, 2016, Special Called City Council Meeting
5. Consider appointment to the Central Texas Council of Governments Executive Committee.
6. Consider approval of an amendment to the employment agreement for the City Manager.
7. Consider a resolution ordering the General Election to be held on May 7, 2016.

Miscellaneous

8. Consider a resolution supporting Commerce Street Apartments, LLC's Tax Credit Application to the Texas Department of Housing and Community Affairs for a family housing development for low and moderate income persons.
9. Presentation of Police Department Annual Report including Annual Racial Profiling Report.
10. Consider a resolution authorizing the City Manager to take all steps necessary to submit an application for grant funds through the Office of the Governor, Criminal Justice Division for Phase III of the Central Texas Regional Law Enforcement Training Facility.
11. Consider authorizing the City Manager to execute an Interlocal Assistance Agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? Senior Adult Outreach Program.
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.

Executive Session

13. Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, consultation with attorney.

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

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

Invocation. The Invocation will be given by Bill Carrell, Director of Church Relations at UMHB.

1. **Call to order.**

2. **Public comments.**

3. **Recognitions:**

A. U.S. Army Corps of Engineers presentation of their Castle Award for Excellence to the Belton Fire Department.

The U.S. Army Corps of Engineers has been very impressed with the Fire Department's confined space rescue training, as well as their continued support of "pre-planning" for Lakes Belton and Stillhouse Hollow. Recently, BFD, at the request of the Corps, trained with Corps personnel at the Stillhouse Hollow Dam. The Corps would like to present the "Castle Award for Excellence" to the Belton Fire Department in recognition of Fire personnel going above and beyond the call of duty. This award is very seldom presented outside the Corps.

B. Recognize City of Belton's Lena Armstrong Public Library for being awarded the 2015 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.

I am pleased to advise Council the City of Belton's Lena Armstrong Public Library has been awarded the 2015 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association. Of the 556 public library systems in the State of Texas, only 41 received the 2015 award. We are very pleased to present this award to Library Director Kim Kroll on behalf of the Texas Municipal Library Directors Association.

Consent Agenda

Items 4-7 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Minutes of previous meetings:

A. January 26, 2016, City Council Meeting

B. February 1, 2016, Special Called City Council Meeting

Copies of the minutes are enclosed. Recommend approval.

5. Consider appointment to the Central Texas Council of Governments Executive Committee.

Recommend approval of Frank Minosky to fill the vacancy on this Committee as recommended by the Mayor.

6. Consider approval of an amendment to the employment agreement for the City Manager.

Following the annual performance review of the City Manager on February 1, 2016, the Mayor is recommending a 3.5% increase in base salary, as reflected in the City Manager's Employment Agreement in Section 3 on page 4. Recommend approval.

7. Consider a resolution ordering the General Election to be held on May 7, 2016.

See enclosed staff report from City Clerk Amy Casey. Recommend approval of the proposed resolution ordering the May 7, 2016, General Election.

Miscellaneous

8. **Consider a resolution supporting Commerce Street Apartments, LLC's Tax Credit Application to the Texas Department of Housing and Community Affairs for a family housing development for low and moderate income persons.**

Please see enclosed staff report by City Manager Sam Listi. Recommend approval as presented.

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

Police Chief Gene Ellis will present the report during the meeting, which includes the required Racial Profiling Report. A copy of the report is enclosed. No action is needed, other than to express appreciation for the outstanding effort demonstrated by the Police Department and the leadership of Assistant City Manager/Police Chief Gene Ellis.

10. **Consider a resolution authorizing the City Manager to take all steps necessary to submit an application for grant funds through the Office of the Governor, Criminal Justice Division for Phase III of the Central Texas Regional Law Enforcement Training Facility.**

See enclosed staff report. Recommend authorizing the City Manager to take all steps necessary to submit an application for CJD grant funds for Phase III of the Central Texas Regional Law Enforcement Training Facility for approximately \$70,000.

11. **Consider authorizing the City Manager to execute an Interlocal Assistance Agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? Senior Adult Outreach Program.**

See enclosed staff report from Assistant City Manager/Police Chief Gene Ellis. Recommend authorizing the City Manager to execute the agreement as presented.

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.

Executive Session

- 13. Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, consultation with attorney.**

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

BELTON CITY COUNCIL MEETING
January 26, 2016 – 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, Councilmembers Paul Sanderford, Dan Kirkley and Jerri Gauntt. Mayor Pro Tem David K. Leigh and Councilmembers Guy O'Banion and Craig Pearson were absent. Staff present included Sam Listi, John Messer, Amy Casey, Gene Ellis, Brandon Bozon, Angellia Points, Bruce Pritchard, Charlotte Walker, Cynthia Hernandez, Aaron Harris, Matt Bates, Kim Kroll, Ed Bandas, Erin Smith and Paul Romer.

The Pledge of Allegiance to the U.S. Flag was led by Eagle Scout Nickolas Duffina, the Pledge of Allegiance to the Texas Flag was led by Director of Information Technology Denny Lassetter, and the Invocation was given by Dr. Shawn Shannon, Director of Baptist Student Ministries at the University of Mary Hardin-Baylor.

Call to order. The Mayor called the meeting to order at 5:35 p.m.

1. Public comments. There were none.

City Manager Sam Listi announced that since the applicant had not appealed the Planning & Zoning Commission's decision on item 13, there would be no action needed. Additionally, he announced that items 15-17 would be rescheduled to a special called meeting at 5:00 p.m. on February 1, 2016. City Attorney John Messer added that notices had already been sent on these items, and no more notices would be sent.

2. Presentation of Proclamation declaring January 26, 2016, as Kawasaki Disease Awareness Day. The Mayor presented a proclamation to Nickolas Duffina, an Eagle Scout and Kawasaki Disease survivor.

Consent Agenda

Items 3-10 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. Minutes of Previous Meetings:

A. January 12, 2016, City Council Workshop

B. January 12, 2016, City Council Meeting

4. 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.

5. **Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.** Nominating Interim Director of Public Works Byron Sinclair.
6. **Consider authorizing a Façade Improvement Grant to Diana Arldt-Roberts, 115 North East Street.**
7. **Consider a resolution awarding administration and management services for the Texas Department of Housing and Community Affairs HOME Program.**
8. **Consider an ordinance reaffirming the City's Tax Abatement Guidelines and Criteria.**
9. **Conduct annual review of City's Investment Policy and consider a resolution readopting the City's Investment Policy.**
10. **Conduct annual review of City's Debt Policy and consider adoption of resolution attesting to review and readopting thereof.**

Councilmember Jerri Gauntt asked for discussion on items 8-10.

Upon a motion by Councilmember Dan Kirkley and a second by Councilmember Paul Sanderford, Consent Agenda items 3-7 were unanimously approved upon a vote of 4-0 including the following captioned resolutions.

RESOLUTION NO. 2016-05-R

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

RESOLUTION NO. 2016-02-R

A RESOLUTION BY THE CITY OF BELTON, TEXAS, AUTHORIZING THE AWARD OF CONTRACT FOR ADMINISTRATION SERVICES AND SOFT COST PROJECT MANAGEMENT SERVICES FOR THE HOME HOMEOWNER REHABILITATION ASSISTANCE RESERVATION PROGRAM.

Director of Finance Brandon Bozon stated that there is no proposed change to the City's Tax Abatement Policy. He outlined the criteria for businesses to be eligible for a tax abatement. He added that tax abatement agreements for TRUmh and Wire Ropes had been approved since the last review of the policy, and they both included County participation.

City Manager Listi said that tax abatement is a very important tool to have for our economic development efforts. The Council reviews the policy every two years, and he recommended Council readopt the policy.

Upon a motion by Councilmember Gauntt and a second by Councilmember Kirkley, Consent Agenda item 8 was unanimously approved upon a vote of 4-0 including the following captioned ordinance.

ORDINANCE NO. 2016-09

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

Director of Finance Brandon Bozon stated that items 9 and 10 were a review of the City's Investment Policy and Debt Policy. The Investment Policy generally governs what we do with the funds we hold in City accounts. The market has not been great lately, so the majority of the City's money remains in cash. The general hierarchy of the policy is to protect the principal, maintain liquidity and then achieve any return that we are able to get from the investment made. The policy was reworked last year during the City's process to secure a depository contract. It was difficult to get proposals if we restricted what the banks were allowed to use the collateral for beyond the State's guidelines. Staff is recommending no change to the policy this year.

Mr. Bozon explained that the Council had extensive discussions on the Debt Policy last year about potentially adding metrics for debt-to-property-value or debt-to-annual-revenue. However, our guidelines recommended not doing that but to continue taking a comprehensive look at where we are financially before we issue any new debt.

Upon a motion by Councilmember Gauntt and a second by Councilmember Sanderford, Consent Agenda items 9-10 were unanimously approved upon a vote of 4-0 including the following captioned resolutions.

RESOLUTION NO. 2016-03-R

A RESOLUTION ATTESTING TO CITY COUNCIL'S ANNUAL REVIEW OF THE INVESTMENT POLICY OF THE CITY OF BELTON, TEXAS, AND READOPTING THE CITY'S INVESTMENT POLICY.

RESOLUTION NO. 2016-04-R

A RESOLUTION ATTESTING TO CITY COUNCIL REVIEW AND READOPTION OF THE DEBT POLICY OF THE CITY OF BELTON, TEXAS.

Finance

11. Conduct a review of Tax Increment Reinvestment Zone (TIRZ) Annual Report for 2015.

Director of Finance Brandon Bozon presented the 2015 Tax Increment Reinvestment Zone Annual Report for 2015 as required by TIRZ bylaws. He commented that TIRZ had a strong year. He reviewed the Balance Sheet revenues and expenditures, and he highlighted several accomplishments for 2015 including:

- Completion of the Toll Bridge Road bridge replacement;
- Reconstruction of Spring Street;
- Completion of the Rockwool Property Redevelopment cost-share with BEDC;
- Façade Grants awarded to Fine Line Design, Heartland Resources (L&R Meat Market) and The Salon and Spa at Greenbriar; and
- Completion of the design plans for a potential connection between North Main and 24th Avenue.

Additionally, Mr. Bozon discussed projects in the pipeline for 2016 including:

- Sparta Road reconstruction and roundabout;
- Façade Improvement Grants to Belton Journal, J.A.I.L. Ministry, 115 N. East and Cochran, Blair & Potts;
- South Main sidewalks and waterline;
- Improvements to the intersection at North Main and River Fair; and
- Connell Street drainage improvements.

Mayor Grayson recognized Bell County Commissioner Richard Cortese who was in the audience and serves on the TIRZ Board of Directors. Mr. Listi expressed appreciation for the TIRZ partnership between the City and Bell County.

Upon a motion by Councilmember Sanderford and a second by Councilmember Kirkley, the report was unanimously approved upon a vote of 4-0.

12. Consider approval of a resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018, committing to budget for energy purchases in 2018 through 2022, and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

Director of Finance Brandon Bozon stated that the City is a member of the Texas Coalition for Affordable Power (TCAP) who works on behalf of its members to purchase and supply electricity at the best value under long term contracts. Through our membership in TCAP, we are able to leverage the buying power and lobbying power of 170 political entities across the state. He stated that membership

costs about \$3,000, but with the rebates the City receives, we actually have not had to send them a payment.

The current TCAP contract ends December 31, 2017, and it is up for renewal at this time. This contract is for the purchase of energy from energy providers which represents approximately 42% of our total electricity costs. The other costs include delivery charges and fees. The cost of energy currently is at the lowest it has been since electricity was deregulated in 2002.

Mr. Bozon explained that TCAP will negotiate an electric supply agreement on behalf of Belton for the term of January 1, 2018, through December 31, 2022. TCAP has presented us with three contract options which are summarized as follows:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours; and

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption.

Mr. Bozon explained that Staff recommends Option 1. He stated that Staff believes the risks outweigh the potential savings for Option 2 and 3. Additionally, he explained that the resolution must designate three persons who are authorized to enter into the contract on behalf of the City. The contract must be signed within 24 hours of the offer. TCAP recommends Jay Doegey, Executive Director of TCAP, be named as one of the agents since there is a short turnaround time for contract execution. Staff concurs with that recommendation, and recommends Sam Listi and Brandon Bozon as the other two authorized agents. Mr. Bozon said that execution of the contract will occur by June 30, 2016, and the energy rate will not exceed 4.1 cents per kWh. He added that participation in this contract would result in an annual savings of approximately \$95,000 citywide.

Councilmember Kirkley asked if the price was secure from the time of contract execution until delivery of energy begins in 2018. Mr. Bozon replied that it will be firm through December 31, 2022. Mr. Kirkley asked if the company would have to honor the contract should energy prices sharply increase. Mr. Bozon said they would.

Upon a motion by Councilmember Kirkley and a second by Councilmember Sanderford, the following captioned resolution was unanimously approved upon a vote of 4-0.

RESOLUTION 2016-06-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING SAM LISTI OR BRANDON BOZON OR JAY DOEGEY TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP.

Planning and Development

13. 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.

There was no discussion or action on this item.

14. Hold a public hearing and consider a replat for Jimenez Estates subdivision, a 0.605 acre tract, located on the west side of North Sparks Street and south of West 2nd Avenue.

Director of Planning Erin Smith stated that this is a 2-lot single family subdivision plat proposed as Jimenez Estates subdivision. This property is zoned Single Family-2 Zoning District with a Conservation and Revitalization Overlay. This is currently one lot, and the applicant is proposing to replat into two separate lots. The applicant would like to construct new single family homes on these two lots that are compatible with this neighborhood.

She explained that residential subdivisions within the City of Belton must provide a dedication of suitable parkland, payment of a fee-in-lieu-of, or a combination of the two. This subdivision requires parkland dedication of 0.01 acres or \$200 parkland fee for the additional lot. Since there is only one additional lot, she stated that Staff recommends approval of a variance to the parkland requirements.

Mrs. Smith stated that City Staff has reviewed the plat and finds it acceptable, subject to conditions contained in the letter to the applicant's engineer. Staff recommends approval of the replat as well as approval of a variance to the parkland requirements.

Councilmember Gauntt stated that this was exciting because it is infill development where infrastructure already exists, and she agrees to reward the developer for development in an area that won't cost the public any additional money.

The Mayor opened the public hearing on this item. There being no one speaking for or against the item, the Mayor closed the public hearing.

Upon a motion by Councilmember Gauntt and a second by Councilmember Kirkley, the item was unanimously approved upon a vote of 4-0.

15. **Hold a public hearing and consider a preliminary plat for Highland Estates, Phase III, a 15.23 acre tract of land, located north of Sparta Road, west of Dunn's Canyon Road, and east of the existing Highland Estates Subdivision, Phase I and recently developed Highland Estates, Phase II.**

Prior to the meeting, this item was rescheduled to the Special Called City Council meeting at 5:00 p.m. on February 1, 2016.

16. **Consider a final plat for Dawson Ranch, Phase VI, a 8.175 acre tract of land, located south of Chisholm Trail Parkway and Dawson Ranch, Phase V and west of the future Lake to Lake Road.**

Prior to the meeting, this item was rescheduled to the Special Called City Council meeting at 5:00 p.m. on February 1, 2016.

17. **Consider a request from Carothers Development LLC to extend the Preliminary Subdivision Plat validity six (6) months for Dawson Ridge Subdivision, a 59.033 acre tract, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.**

Prior to the meeting, this item was rescheduled to the Special Called City Council meeting at 5:00 p.m. on February 1, 2016.

18. **Consider a final plat for Liberty Park, a 16.933 acre tract, located north of West Loop 121 and south of the existing Liberty Valley Subdivision, Phase I and II.**

Director of Planning Erin Smith stated that this is a single family subdivision, containing 60 lots, proposed as Liberty Park subdivision. The applicant is proposing to construct Southwest Parkway to the subdivision entrance at Liberty Park Drive. The developer is solely responsible for the extension of this roadway to provide subdivision access. Since there are no plans at this time to extend Southwest Parkway north to Huey Road due to the need for a bridge to cross the Mitchell Branch, this appears to be a reasonable proposal for subdivision access consistent with the Thoroughfare Plan.

Fire Marshal Jeff Booker reviewed the ingress/egress and concurs with the proposed design. He is requiring a street stub-out for a future extension south to west Loop 121. The applicant is proposing to stub-out Valley Forge Drive. Once the Hope Community Church property develops, a connection will be created to Loop 121. Due to the limited access from this subdivision to West Loop 121, and large expense to extend Southwest Parkway north to Huey Road due to the need for a bridge to cross the Mitchell Branch, this appears to be a reasonable proposal as well.

She explained that residential subdivisions within the City of Belton must provide a dedication of suitable parkland, payment of a fee-in-lieu-of, or a combination of the two. This subdivision requires parkland dedication of 0.60 acres or \$12,000 parkland fee (\$200 per lot). The applicant previously dedicated a 0.827 acre tract of parkland to the City in Liberty Valley, Phase III. This park does not contain any enhancements, so the developer is proposing to complete \$12,000 to grade and fill the parkland to allow for a future playground structure. This neighborhood parkland will serve the residents in Phases I, II, and III of Liberty Valley and Liberty Park.

Mrs. Smith said that Staff has reviewed the plat and finds it acceptable, subject to conditions contained in the letter to the applicant's engineer. On January 19, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat, subject to constructing Southwest Parkway from Loop 121 to Liberty Park Drive, having a single means of access, providing \$12,000 grade work to the park site and subject to the conditions in the City's letter to the applicant's engineer.

Mayor Grayson asked if the single access was acceptable or unacceptable. Mrs. Smith clarified that it was acceptable because of the stub-out on Valley Forge Drive for future access.

Councilmember Gauntt added that the residents of this subdivision won't have access to the parkland because of Mitchell Branch. Mrs. Smith replied that Mrs. Gauntt was correct. She added that the developer is requesting to pave Southwest Parkway up to Liberty Park Drive, but the City still desires to obtain the right-of-way along Southwest Parkway for future connectivity. Southwest Parkway is shown as a minor collector street on the Thoroughfare Plan that will ultimately extend from Loop 121 to Avenue O. The developer has agreed to provide all the requested right-of-way.

Councilmember Kirkley asked if the parkland was in the flood plain. Mrs. Smith stated that it was, and that the developer has submitted a conditional letter of map revision to FEMA. We are still waiting for the letter of map revisions from FEMA, but are assured that none of the lots in the subdivision are within the flood plain.

Councilmember Sanderford made a motion for approval with the conditions noted which was seconded by Councilmember Kirkley. The item was unanimously approved upon a vote of 4-0.

Miscellaneous

19. Consider a resolution authorizing the City Manager to execute a Development Agreement between the City of Belton and J. C. Builders, LLC, regarding drainage improvements associated with the Bella Rose Subdivision located on the northeast corner of East Loop 121 and South Wall Street.

Interim City Engineer Angellia Points reminded the Council that on September 23, 2014, they approved the final plat of the Bella Rose subdivision. When the developer was grading the portion of Bella Rose Drive adjacent to Loop 121, he found rebar, concrete and other materials extending 12 feet below ground level. On May 19, 2015, Council approved the replat for the subdivision in order to minimize the amount of debris the developer had to remove by moving the roadway alignment east approximately 50 feet.

Mrs. Points explained that significant rain events in May and June of 2015, revealed an existing drainage issue for residents of Colette Court, north and east of the Bella Rose subdivision. This regional drainage issue that was not known during the platting review phases was brought to the City's attention by a resident of Colette Court. She stated that the drainage issue was not caused or compounded by the Bella Rose development.

The City worked with the Developer and the Developer's Engineer, Clark and Fuller Inc., to design a solution to minimize this regional drainage issue and the effects of the new subdivision on existing lots. Construction of the stormwater infrastructure was crucial since the ground was fully saturated. The City directed the Developer to proceed with construction of the stormwater improvements with the intent for the City to participate in a cost share of one-half of the costs, although a Development Agreement had not been approved in advance. Construction of the subdivision and the stormwater infrastructure was completed in September 2015 and accepted by the City on December 1, 2015. Mrs. Pointes stated that the stormwater infrastructure has proven to be successful through the recent rains as downstream properties along Colette Court have not experienced any notable stormwater runoff issues or flooding in their backyards.

The total cost to construct the stormwater improvements was \$22,827.68 making the City's share \$11,413.84. Mrs. Points recommended approval of the resolution authorizing a Development Agreement with J. C. Builders.

Councilmember Kirkley called this the "penultimate" partnership between public and private works. He also noted that the project was located on the south side of town. He thanked Public Works for their efforts, and Mrs. Points thanked J. C. Builders for their willingness to work with the City on this project.

Upon a motion by Councilmember Kirkley, and a second by Councilmember Sanderford, the following captioned resolution was unanimously approved by a vote of 4-0.

RESOLUTION NO. 2016-07-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BELTON AND JC BUILDERS FOR DRAINAGE IMPROVEMENTS ASSOCIATED WITH THE BELLA ROSE SUBDIVISION PLAT LOCATED ON THE NORTHEAST CORNER OF EAST LOOP 121 AND SOUTH WALL STREET; AND PROVIDING FOR DEVELOPER AND CITY OBLIGATIONS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

20. Hold a Public Hearing and consider approval of ordinances on second and final reading 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**

City Clerk Amy Casey informed the Council that the City has seven commercial solid waste collection franchises. Six of the franchises expired on December 31, 2015. Each company was contacted and desires a new franchise. The term of the franchise is three years with the option to renew for two additional one-year periods. She stated that although the City has not received any complaints about any of the companies, the start time has been proposed to change from 3:00 a.m. to 5:00 a.m. Waste Management has filed a letter requesting a compromise start time of 4:00 a.m., and Staff is agreeable to that.

She recommended holding the public hearing and approval of the ordinances with a 4:00 a.m. start time on second and final reading.

Councilmember Gauntt commented that the starting time seemed very early, and she has been awakened by them at times as they are working on Main Street. Mrs. Casey stated that Waste Management begins working that early for safety reasons to get the containers emptied before traffic increases and businesses begin their work day.

The Mayor opened the public hearing on this item. There being no one speaking for or against the item, the Mayor closed the public hearing.

Upon a motion by Councilmember Kirkley, and a second by Councilmember Gauntt, the following captioned ordinances were approved on second and final reading by a vote of 4-0.

ORDINANCE NO. 2016-02

AN ORDINANCE GRANTING A FRANCHISE TO REPUBLIC SERVICES, INC., 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

ORDINANCE NO. 2016-03

AN ORDINANCE GRANTING A FRANCHISE TO WASTE MANAGEMENT, INC., 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

ORDINANCE NO. 2016-04

AN ORDINANCE GRANTING A FRANCHISE TO PROGRESSIVE WASTE SOLUTIONS 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

ORDINANCE NO. 2016-05

AN ORDINANCE GRANTING A FRANCHISE TO EAGLE DISPOSAL 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

ORDINANCE NO. 2016-06

AN ORDINANCE GRANTING A FRANCHISE TO KERR WASTE SERVICES, LLC, 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

ORDINANCE NO. 2016-07

AN ORDINANCE GRANTING A FRANCHISE TO TEMPLE IRON & METAL 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

There being no further business, the Mayor adjourned the meeting at 6:22 p.m.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

BELTON CITY COUNCIL SPECIAL CALLED MEETING
February 1, 2016 – 5:00 P.M.

The Belton City Council met in special session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson (abstained from items 2-4; she joined the meeting at 5:54 p.m.), Mayor Pro Tem David K. Leigh, Councilmembers Paul Sanderford (arrived at 5:04 p.m.), Guy O'Banion and Jerri Gauntt. Councilmember Dan Kirkley was absent. Staff present included Sam Listi, John Messer, Amy Casey, Gene Ellis, Brandon Bozon, Erin Smith, Angellia Points, Byron Sinclair, Aaron Harris, Matt Bates and Larry Berg.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Pro Tem David K. Leigh, the Pledge of Allegiance to the Texas Flag was led by Assistant City Manager/Police Chief Gene Ellis, and the Invocation was given by Councilmember Craig Pearson.

1. **Call to order.** Mayor Pro Tem David K. Leigh called the meeting to order at 5:04 p.m.

Planning and Development

2. **Hold a public hearing and consider a preliminary plat for Highland Estates, Phase III, a 15.23 acre tract of land, located north of Sparta Road, west of Dunn's Canyon Road, and east of the existing Highland Estates Subdivision, Phase I and recently developed Highland Estates, Phase II.**

Director of Planning Erin Smith stated that the proposed Phase III of Highland Estates contains 34 lots. She said that Lacy Ridge Court will extend southeast and terminate in a cul-de-sac north of Sparta Road. Stillman Court will extend north from Lacy Ridge Court and terminate in a cul-de-sac. She added that a portion of this property is a replat from Phase I which dictated the need for a public hearing.

Mrs. Smith explained that the Subdivision Ordinance establishes the maximum length of a cul-de-sac at 600 feet, except under unusual conditions and with the recommendation of the Planning and Zoning Commission (P&ZC). The applicant is requesting a variance to allow for a 1,241-foot cul-de-sac proposed as Lacy Ridge Court. This subdivision is elevated high above Sparta Roadway, making it difficult to create a safe connection to Sparta due to grade.

Additionally, she stated that two points of ingress/egress are required for subdivisions with 30 lots or more, and this subdivision has only one. Fire Marshal Jeff Booker has reviewed the ingress/egress and concurs with this design and the single access, given the limited number of lots. Mrs. Smith explained that because of the elevation issues in this area, it would be difficult to add another outlet. She also explained that since Sparta Road is a collector street, it is desirable to limit the number of access points within a short distance. The entrance to the subdivision on Mystic Mountain is close in proximity to where this road would access Sparta Road should a connection be required.

Due to the elevation issues of this area, Staff believes the variance request is reasonable, and P&ZC concurred.

Residential subdivisions within the City of Belton must provide a dedication of suitable parkland, payment of a fee-in-lieu of, or a combination of the two. Mrs. Smith stated that this subdivision requires a parkland dedication of 0.34 acres. She said that the developer is proposing to satisfy the parkland requirements for Dawson Ranch, Phase VI, and Highland Estates, Phase II, as well as Highland Estates, Phase III by dedicating a total of 1.62 acres of parkland to the City shown as Tract A on the plat. She said that the developer is proposing to grade the park to allow for safe pedestrian access from these subdivisions. In conjunction with construction plan review, the developer will submit a grading plan for the proposed park area. At that time, and in conjunction with final plat approval, Staff will evaluate pedestrian accessibility to the park to confirm that this proposal achieves the parkland dedication requirements.

Mrs. Smith added that Tract B is proposed as an expansion of the existing detention pond in Highland Estates, Phase I, to accommodate the additional drainage generated by this development. The Subdivision Ordinance requires the developer to construct and install a 5-foot wide sidewalk along the subdivision side of collector streets. Since Sparta Road is a major collector street, the developer is required to install a 5-foot wide sidewalk along the northern side of Sparta Road. She explained that Staff will evaluate the sidewalk location and make a recommendation in conjunction with final plat approval.

Mrs. Smith stated that Staff has reviewed the plat and finds it acceptable as a preliminary plat, subject to conditions contained in the January 5, 2016, letter to the applicant's engineer. She stated that on January 19, 2016, the P&ZC unanimously approved the plat subject to the conditions stated.

Mayor Pro Tem Leigh opened the public hearing on this item. The applicant's engineer, John Bandas, stated that he was present in order to answer any questions the Council may have. He added that he was in favor of the item. There being no one else speaking for or against the item, the Mayor Pro Tem closed the public hearing.

Councilmember Jerri Gauntt asked how many times this developer has requested variances for cul-de-sacs lengths for the developments in this area. Mrs. Smith replied that she could not recall. Mrs. Gauntt stated that she felt this was a continuing issue because they continue to ask for variances. This is twice the length of the maximum allowed, so it concerns her. She asked what the point was of having a regulation if we keep granting variances to it.

Mrs. Smith replied that she believes the regulation is needed, and variances are only deemed reasonable if there is a true need for the variance. She believes that legitimate factors exist in this situation due to the topography of the area, as well as the Mystic Mountain Lane access from Sparta Road being in very close proximity.

She stated another reason to grant the variance was because the area was nearing development completion.

Mayor Pro Tem Leigh asked if all the lots on Mystic Mountain Lane have houses on them. Mrs. Smith stated no, and reminded the Council that some of the houses in the area are on septic. Mr. Leigh asked if it would be possible to work with the developer to have a connection from Lacy Ridge to Mystic Mountain so that there was a second outlet. City Manager Sam Listi said that if it isn't developed, it might be feasible, but it would be a matter of working with the developer to accomplish it. He added that a major consideration of whether to grant a variance is the density of lots along the street. If you have 50-foot wide lots on a 600-foot cul-de-sac, the number of houses utilizing the street could exceed the number of lots as proposed in this plat. The lots in this development are approximately 73-75 feet wide. Mr. Leigh suggested that perhaps the Subdivision Ordinance could be modified to allow for a density consideration instead of totally based on cul-de-sac length. Councilmember Pearson said it made sense to consider density.

Councilmember Guy O'Banion stated that there are some severe topography issues between the houses and the cul-de-sac. He stated that it would be very difficult to access Mystic Mountain from Lacy Ridge.

Councilmember Gauntt said that if a developer knows they are going to be putting in a huge subdivision in phases, and they continue to do skinny, narrow subdivisions where they can only put long cul-de-sacs in, this is going to continue happening. She added that they need to have some forethought and make sure if they are subdividing something that it is done correctly so we aren't continuing to do the same thing over and over.

Councilmember Craig Pearson added that he agrees with some of what has been said, but he feels that the topography drives a lot of what the developer is doing here. He added that there weren't many options especially in the latter phases of development. He said he was okay with what the developer is proposing.

Councilmember Pearson made a motion to approve the preliminary plat/replat with the conditions presented. Upon a second by Councilmember O'Banion, the item was unanimously approved upon a vote of 5-0.

3. **Consider a final plat for Dawson Ranch, Phase VI, a 8.175 acre tract of land, located south of Chisholm Trail Parkway and Dawson Ranch, Phase V, and west of the future Lake to Lake Road.**

Director of Planning Erin Smith stated that Phase VI of Dawson Ranch contains 23 lots. She explained that Presidio Circle is a proposed cul-de-sac within this subdivision that will extend south from Yturria Drive. Drainage was initially proposed to be discharged off-site to a detention pond through a tract between Lots 15 and 16. City Staff met with the applicant and recommended changing this tract to a drainage easement, similar to what was completed in Dawson Ranch, Phase III, between Lots

4 and 5. On October 20th, the developer's engineer, John Bandas submitted a revised preliminary plat that included an on-site detention pond behind Lots 11 and 12. The applicant has also revised the plat to include a 20-foot wide drainage easement between Lots 11 and 12, extending to the on-site detention pond.

Mrs. Smith explained that the Subdivision Ordinance establishes the maximum length of a cul-de-sac at 600 feet, except under unusual conditions and with the recommendation of the Planning and Zoning Commission. The applicant is requesting a variance to allow for a 915-foot cul-de-sac. There are existing large residential properties to the west and south that prevent any reasonable opportunity for this developer to stub-out a street and decrease the length of the cul-de-sac. Additionally she added that a future road is envisioned between this subdivision and Sparta Road that will be necessary once the Lake-to-Lake Road is developed. Mrs. Smith stated that there is no way for the development to extend farther south, and therefore Staff concurs with the request for a variance to allow a 915-foot cul-de-sac, as did the P&ZC.

Residential subdivisions within the City of Belton must provide a dedication of suitable parkland, payment of a fee-in-lieu of, or a combination of the two. Mrs. Smith stated that this subdivision requires a parkland dedication of 0.23 acres or \$4,600 parkland fee (\$200 per lot). The applicant is proposing to satisfy this parkland requirement with dedication of 1.62 acres of parkland in Highland Estates, Phase III, as discussed in item 2.

Mrs. Smith reminded the Council that there is a 40-inch live oak tree in the proposed street. Design Standards state removal of a Belton heritage tree requires a tree replacement of 3:1 inches or a fee of \$50 per inch. The applicant is proposing to remove the tree, which will require the applicant, at his discretion, to plant 120 inches of trees or pay a fee-in-lieu of \$2,000. The applicant is proposing to pay a fee-in-lieu of \$2,000 to satisfy the tree mitigation requirements.

Mrs. Smith said that Staff has reviewed the plat and finds it acceptable, subject to the conditions contained in the letter to the applicant's engineer.

Mayor Pro Tem Leigh commented that this is another variance request for a long cul-de-sac. He named other subdivisions where the developer designed the cul-de-sacs to allow for future connection if needed. He feels that we need to think like a big developer, since we are managing development within Belton, and make sure that developments allow for connections to future developments.

Mr. Leigh asked if a caliper inch was diameter, radius or circumference. Mrs. Smith replied that it was diameter. Mr. Leigh stated that this tree is nearly 4-feet around. Mrs. Smith stated that they measure the trees at 3.5 feet above the ground, and sometimes the trees have multiple trunks. Mr. Leigh stated that he purchased some George W. Bush Ranch oak trees for \$1,500 each that were approximately 6 inches in diameter. He thinks when the tree mitigation policy was first implemented, the City got a lot of push-back on it, but he feels that removal of a heritage oak should be a

significant cost. He feels that two thousand dollars doesn't even come close to replacing a 40-inch tree. He added that we need to reevaluate the fee-in-lieu amount because obviously it's not a deterrent. Mrs. Smith reminded Council that originally the developer requested a variance to the tree removal requirement of 3:1 replacement or payment of the \$2,000. She also added that before the last revision to the policy, the fee-in-lieu of was \$200 per inch. Mr. Leigh commented that the City has gone too far the other way with the \$50 per inch requirement.

Councilmember Gauntt stated that the 915-foot cul-de-sac was another problem. She added that the developer for another subdivision, Liberty Park, agreed to add a stub-out road by eliminating one of the proposed lots. She stated that the developer of this subdivision didn't seem agreeable to that. Another issue she described was the width and length of street would allow for people to speed down the street, and the developer is going to remove the tree in the road which would help slow down the traffic. She also added that the developer doesn't make the driveways big enough, so sometimes people have to park on the street. She said, "I just hate that we are taking out the tree that's huge and again could serve as a way to slow traffic. Also, Jason Carothers sat in a meeting here a few years ago when we first did the tree ordinance and said, 'Trees make me money. I like this ordinance.' Do you remember that? But now, over and over again, we are taking out nice sized trees. I'm done with it."

Councilmember Sanderford asked about access to the parkland and the distance from the subdivision to the park. He asked what distance is considered too far away. Mrs. Smith stated that she believed the distance requirement to the park was addressed in the Subdivision Ordinance. Mr. Sanderford stated that he was more interested in whether the park is accessible from the other subdivisions. Mrs. Smith outlined all the ways to access the park by walking, biking, and vehicle based on the ultimate street system

Councilmember O'Banion said he understands what Councilmember Gauntt was saying about the tree, but he wondered how developable the land was south of the proposed subdivision. He asked if he understood Staff to say that there wasn't going to be any more development in the area south. Mayor Pro Tem Leigh said that he thought there was more development proposed to the west. Mrs. Smith said that the master plan only showed the Dawson Ridge subdivision to be developed to the west. She added that the current land owner has stated that he is not planning on selling any more of the land. Mr. O'Banion stated that the areas to the south and to the west would be difficult to develop due to the topography. He said that he doesn't have a problem with the cul-de-sac length because this is pretty much the end of the development to the south.

Councilmember O'Banion asked to have a copy of the master plan available with Staff recommendations so the Council would have that to reference each time a plat is approved. He said that he was okay with the cul-de-sac length, but he agreed with Mrs. Gauntt on the tree; although he didn't think there was anything the Council could do about it. Mr. Leigh stated that Council could approve the plat or not approve

it. Councilmember O'Banion said, "If our policy says that you can pay \$2,000 for removing a tree, then we could disapprove for another matter but it would be disingenuous."

Mr. O'Banion stated that the policy needed to be changed before the Council had to approve another tree removal. He said it was shame that the developer couldn't figure a way around the tree in the street. Mrs. Gauntt said she didn't understand why, after Council had already talked about trees and how important they are to the Council, the developer still didn't want to keep the tree. Mayor Pro Tem Leigh commented that the developer is following the policy. He reminded Council that originally the developer requested a variance because they didn't want to pay to remove the tree. He stated, "That is why we need to look at the policy again." Councilmember Pearson added that when Council looks at the policy, they will need to define what is grandfathered and what is not.

City Attorney John Messer asked if the Council was requesting Staff to look at the issue about trees, parks or the lengths of cul-de-sac streets. Mr. Leigh said all three are things that have come up tonight and warrant a review. Mr. O'Banion said that he was just concerned about the trees tonight. Mr. Messer agreed that we have given several variances on the length of cul-de-sacs over time, and there may be other cities that have a different approach. Mr. O'Banion said that all three issues are worth looking at. Mayor Pro Tem Leigh said that each Councilmember could speak to his or her own concern, but he feels that all would agree that the \$2,000 fee-in-lieu of a 40-inch tree is not reasonable; it is too lenient. He said that the other item on cul-de-sac lengths, especially when there is developable land surrounding the proposed subdivision, Council needs to ensure there is a possibility of connection to another development. Councilmember O'Banion said he agreed with the Mayor Pro Tem, and added that the City needs to see the big picture so that a cul-de-sac is not dead-headed.

Councilmember Gauntt stated this is a final plat so the Council's options are, if the plat meets the requirements, it must be approved. Mr. Messer agreed that if a subdivision meets the requirements, then Council has to approve it. However, he added that this subdivision does not meet the requirements, and the developer is asking for a variance. Mr. Leigh stated that the variance was for the cul-de-sac length and not for the tree. Mr. Messer said that the developer met the requirements on the tree. Mr. O'Banion said that he felt the variance request for the cul-de-sac was reasonable. Councilmember Pearson added that the cul-de-sac variance was less egregious than the one the Council approved in item 2. He felt that the Council would be on a slippery slope if they were not to approve this one.

City Manager Listi stated that the P&ZC's recommendation was for approval, and Staff's recommendation is to concur in that favorable recommendation for approval. He noted that the Council had made some good points about some things to look at, especially the issue with the trees.

Upon a motion by Councilmember Pearson to approve the item as presented with conditions and a second by Councilmember Sanderford, the item was approved upon a vote of 4-1. Councilmember Gauntt provided the dissenting vote.

4. **Consider a request from Carothers Development LLC to extend the Preliminary Subdivision Plat validity six (6) months for Dawson Ridge Subdivision, a 59.033 acre tract, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.**

Director of Planning Erin Smith stated that the Subdivision Ordinance provides that Commission approval or conditional approval of a preliminary plat shall be valid for a period of twelve (12) months from the date of Commission action. If a final plat is not submitted within that time frame, the preliminary plat will become null and void. The preliminary plat for Dawson Ridge, a 144 lot subdivision, was approved by the P&ZC on February 18, 2015, and by the Council on February 25, 2015, making the preliminary plat valid until February 25, 2016.

On September 22, 2015, the applicant requested an extension to the validity of the preliminary plat which Council denied as untimely. At that meeting, Council requested that Staff work with the developer to review City comments and develop a Right-of-Way Management Ordinance, allowing the potential for utilities to be located under the street pavement. Mrs. Smith said she has advised the applicant his original utility plan is acceptable and will not have to be redesigned, as a result.

Mrs. Smith stated the applicant submitted the Dawson Ridge subdivision final plat and construction plans for Staff review on August 15, 2015. City Staff completed a review and had extensive comments regarding drainage, streets, and water/sewer. She explained that this property will be served by the 439 Water Supply Corporation for water and by City of Belton for sewer. The water lines are proposed within the City's right-of-way, and Staff is working on a Right-of-Way Management Ordinance. Angellia Points, Interim City Engineer, has completed a draft ordinance that includes permitting, excavations and repair, construction, and insurance requirements. It has been distributed to the utility companies, contractors and TABA for comments.

The developer has submitted a request to extend the Preliminary Subdivision Plat validity six (6) months, to August 25, 2016. This is a large subdivision with several elements; therefore, the developer is also requesting this extension to resolve any issues prior to P&ZC and Council consideration of the final plat, and may conclude to submit the final plat in multiple phases. This extension will also allow adequate time for City Staff to finalize the Right-of-Way Management Ordinance for Council adoption.

Mrs. Smith stated that the P&ZC recommended approval of this extension at their meeting on January 19, 2016, and Staff concurs with their recommendation to extend the Preliminary Subdivision Plat validity to August 25, 2016, for Dawson Ridge Subdivision.

Councilmember O'Banion commented that there appears to have been some progress made since the last time this request was made. Mrs. Smith said that there had been some progress made on the drainage and other issues, but she has not yet seen the revised plans.

Upon a motion by Councilmember Sanderford to extend the Dawson Ridge preliminary plat validity for six months to August 25, 2016, and a second by Councilmember O'Banion, the item was unanimously approved upon a vote of 5-0.

Executive Session

At 5:54 p.m., the Mayor Pro Tem announced the Council would reconvene in the Smith Room to go into Executive Session for the following item:

5. **Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.074, to conduct an evaluation of the City Manager's performance.**

The Mayor reopened the meeting at 7:10 p.m., and there being no further business, the meeting was adjourned.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Agenda Item #5

Consider appointment to the Central Texas Council of Governments Executive Committee.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Mayor Marion Grayson is currently the City's representative on CTCOG's Executive Committee. Recently, she moved into the position of 2nd Vice President leaving the City's position on the board vacant. She is recommending Frank Minosky be appointed to fill this position.

Fiscal Impact

N/A

Recommendation

Recommend approval of the appointment as recommended by Mayor Grayson.

Attachments

None

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Salary. City agrees to pay the Manager an annual base salary, which salary shall be \$144,900. Salary shall be payable in installments at the same time as other employees of the City are paid. City further agrees to review the base salary and other benefits of the Manager at least annually.

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

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

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

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

Section 6. Insurance and Annual Physical.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Other Compensation Issues.

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

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

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

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

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

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

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

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

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

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

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

Section 18. General Provisions.

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

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

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

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

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

AMENDED AND APPROVED this 9th day of February, 2016, by the Belton City Council.

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

CITY OF BELTON, TEXAS

Mayor, Marion Grayson

ATTEST:

City Clerk, Amy M. Casey

(City Seal)

APPROVED AS TO FORM:

City Attorney, John Messer

AGREED AND ACCEPTED this the 9th day of February, 2016.

City Manager, Sam A. Listi

Staff Report – City Council Agenda Item



Agenda Item #7

Consider a resolution authorizing General Election to be held on May 7, 2016.

Originating Department

Administration – Amy M. Casey, City Clerk

Summary Information

The general election will be held on May 7, 2016, to elect a Mayor and two persons to serve on the City Council, each to serve two year terms. The terms of Mayor Marion Grayson, and Councilmembers Paul Sanderford and Guy O'Banion will expire this year. The filing period for a place on the ballot is January 20, 2016, through 5:00 p.m. on February 19, 2016. The period of filing for a write-in candidate ends on February 23, 2016. Early voting will be conducted April 25, 2016, to May 3, 2016, with two 12-hour days on May 2nd and 3rd. In accordance with State law, the City and BISD share a common polling place on Election Day at the Harris Community Center, following approval of a resolution by both entities regarding joint elections in January 2007.

Fiscal Impact

Annually budgeted item.

Amount: \$3,500

Budgeted: ☒ Yes ☐ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed ☐ Capital Project Funds

Funding Source(s): General Fund Budget, City Council Election Expenses

Recommendation

Recommend approval of the resolution outlining the election procedures for the May 7th election.

Attachments

Resolution (English and Spanish)

RESOLUTION NO. 2016-09-R

A RESOLUTION CALLING AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2016, AND ESTABLISHING PROCEDURES THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS:

Section 1. Election Date.

In accordance with the general laws of the State of Texas, and the Charter of the City of Belton, an election shall be held in the City of Belton, Texas, on May 7, 2016, at which time there shall be elected the Mayor and two (2) persons to the City Council, who shall each serve for two (2) year terms.

Section 2. Polling Place; Early Voting Place.

(a) Voting on Election Day shall be at the Harris Community Center, 401 N. Alexander, Belton, Texas, and the entire City shall constitute one election precinct for said election.

(b) Early voting shall be conducted at Belton City Hall, 333 Water Street, Belton, Texas. Applications for early voting by mail can be obtained from the City Clerk, (254) 933-5817, 333 Water Street, Belton, Texas. The address for voting by mail at said election shall be City of Belton, Attention: Early Voting Clerk, P.O. Box 120 (333 Water Street), Belton, Texas, 76513.

Section 3. Voting Hours.

(a) On Election Day the polls shall be open from 7:00 A.M. to 7:00 P.M.

(b) The hours designated for early voting by personal appearance shall be the hours that the City Clerk's office is regularly open for business on each day (8:00 a.m.-5:00 p.m.), except Saturdays, Sundays and official State holidays, beginning Monday, April 25, 2016, and ending Tuesday, May 3, 2016. Provided, however, that on Monday, May 2, 2016 and Tuesday, May 3, 2016, the hours shall be 7:00 a.m.-7:00 p.m.

Section 4. Election Officers Appointed.

The City Clerk is hereby appointed Early Voting Clerk and may appoint Deputy Clerks in accordance with the Election Code. Officers shall be appointed to serve on Election Day for said election.

The Presiding Judge shall appoint not less than two nor more than four qualified Clerks to serve and assist in holding said elections; provided that if the Presiding Judge herein appointed actually serves, the Alternate Presiding Judge shall be one of the Clerks.

The Presiding Judge, Alternate Judge and Clerks shall be paid \$10.00 per hour for serving in such capacities, and the Election Judge shall be paid an additional \$25.00 for delivering the returns of such election to the City Clerk for proper tabulation. If workers are shared with another entity, payment shall be \$12.75 per hour and shall be split on a pro-rata basis by the participating entities.

Section 5. Official Ballots.

Optical scan ballots shall be used for early voting by mail and curbside voting, and the ES&S AutoMARK Voter Assist Terminal and ES&S Model 100 Optical Scan Voting System shall be used for early voting by personal appearance and for voting on Election Day. The City Council hereby adopts for use in early and Election Day voting the ES&S AutoMARK Voter Assist Terminal and Model 100 Optical Scan Voting Systems as approved by the Secretary of State.

The official ballots for said election shall be prepared in accordance with the Election Code, in substantially the following form:

FOR MAYOR

Vote for None or One

☐ _____

FOR COUNCILMEMBER

Vote for None, One, or Two

☐ _____

☐ _____

Section 6. Persons Qualified to Vote.

All resident qualified voters of the City shall be eligible to vote in said election.

Section 7. Bilingual Election Materials.

The election materials enumerated in Sections 272.001, et seq., V.T.C.A. Election Code, shall be printed and furnished in both English and Spanish for use at the polling place on Election Day and for early voting.

Section 8. Notice of Election.

Notice of said election shall be given in accordance with the terms and provisions of the Election Code, and the City Clerk is hereby instructed to have said notice posted and published in accordance with state law.

PASSED AND APPROVED THIS THE 9TH DAY OF FEBRUARY, 2016.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

RESOLUCIÓN NO. 2016-09-R

RESOLUCIÓN CONVOCANDO ELECCIONES GENERALES A REALIZARSE EL 7 DE MAYO DEL 2016 Y LOS PROCESOS A CUMPLIRSE.

EL CONSEJO MUNICIPAL DE LA CIUDAD DE BELTON, TEXAS, RESUELVE QUE:

Cláusula 1. Fecha de los comicios.

Como exigen las leyes del estado de Texas y los Estatutos de la ciudad de Belton, el día 7 de mayo del 2016 se elegirán las personas que desempeñarán el cargo de Alcalde y dos puestos en el Consejo municipal de la misma ciudad. Dichas personas desempeñarán estos cargos por un plazo de dos (2) años.

Cláusula 2. Urnas electorales

(a) El día de los comicios, las urnas electorales estarán disponibles en Harris Community Center, 401 N. Alexander Street en la ciudad de Belton, Texas, y para propósitos de estos comicios, la ciudad entera formará parte de un distrito electoral único.

(b) La votación por anticipado también se realizará en Edificio del Ayuntamiento (Belton City Hall) ubicado 333 Water Street en la ciudad de Belton, Texas. Las solicitudes necesarias para participar en dicha votación por anticipado por correo podrán obtenerse de parte de la Oficina de la Secretaría municipal (City Clerk) ubicada en 333 Water Street de la ciudad de Belton, Texas, o por teléfono, llamando al (254) 933-5817. El domicilio al cual deberá enviarse las papeletas electorales es: *City of Belton, Attention: Early Voting Clerk, P.O. Box 120 (333 Water Street), Belton, Texas, 76513.*

Cláusula 3. Horario.

(a) El día de los comicios, las urnas estarán abiertas desde las 7:00 de la mañana hasta las 7:00 de la tarde.

(b) Si desea votar por anticipado en persona, el horario será, a partir del día lunes, 25 de abril del 2016 hasta martes, 3 de mayo del 2016 durante las horas de trabajo de las oficinas de la Secretaría municipal, o sea desde las 8:00 de la mañana hasta las 5:00 de la tarde todo día de semana, excluyendo los días sábado, domingo y los días de festejos oficial. Pero, el día lunes 2 de mayo del 2016 y martes, 3 de mayo del 2016, las urnas estarán abiertas desde las 7:00 de la mañana hasta las 7:00 de la tarde.

Cláusula 4. Nombramiento de funcionarios electorales.

Por medio de la presente, se le asigna a la Secretaria municipal el cargo de Secretaría de votación por anticipado y ésta podrá, acatándose siempre al Código

Electoral, nombrar todo secretario suplente necesario. También se nombran los siguiente funcionarios quienes presidirán sobre los comicios a realizarse el 7 de mayo del 2016.

El Juez presidente nombrará por lo menos dos pero no más de cuatro secretarios que se encargarán de asegurar que los comicios se lleven acabo. Debe quedar claro que si el juez presidente nombrado por medio de la presente acepta y desempeña su cargo, el juez suplente será uno de los secretarios.

Mientras estén desempeñando sus cargos, al juez presidente, el juez suplente y los secretarios se les pagará \$10.00 por hora. Adicionalmente, al Juez presidente de estas elecciones se le pagará otros \$25.00 por cumplir la responsabilidad de entregar toda papeleta a las oficinas de la Secretaría municipal para que se pueda realizar el conteo apropiado de las mismas.

Cláusula 5. Papeletas electorales oficiales.

Las papeletas a utilizarse en la votación por anticipado por correo y a distancia serán las de lectura óptica y el sistema a usarse en dicha lectura óptica será el terminal *ES&S AutoMARK Voter Assist Terminal*. El equipo de lectura óptica a usarse en cuanto a toda votación por anticipado realizada en persona y en el día de los comicios será el *ES&S Model 100 Optical Scan Voting System*. Por medio de esta resolución, el Consejo municipal aprueba y autoriza el uso de los equipos de lectura óptica de papeletas electorales *ES&S AutoMARK Voter Assist Terminal* y *Model 100 Optical Scan Voting Systems* durante el proceso de votación por anticipado y los comicios en sí, constatando que ambos ya cuentan con la aprobación de la Secretaría de Estado de Texas.

La papeleta electoral autorizada para uso en estos comicios acatará a las disposiciones del Código Electoral estatal y esencialmente cumplirá con lo siguiente:

ALCADE

Sólo vote por uno o por ninguno

☐ _____

EL CONSEJO MUNICIPAL

Vote por uno, dos o ninguno

☐ _____

☐ _____

Cláusula 6. Electores calificados.

Todo residente de esta ciudad que reúna los requisitos necesarios para ser elector calificado podrá participar en estas elecciones.

Cláusula 7. Materiales electorales bilingües.

Todo material de carácter electoral enumerado a partir del artículo 272.001 del Código Electoral de Texas, vigente se publicará en inglés y español y estará disponible en las urnas tanto durante el proceso de votación por anticipado como en el día de los comicios.

Cláusula 8. Aviso de convocatoria de comicios.

Se cumplirá todo requisito en cuanto los Avisos de convocatoria de comicios que imponga el Código Electoral y por medio de la presente, se le ordena e instruye a la Secretaría municipal que haga publicar dicho aviso y que éste acate a toda disposición incluida en el derecho estatal.

APROBADO HOY EL DÍA 9 DE FEBRERO del 2016.

Marion Grayson, Alcalde

DOY FE:

Amy M. Casey, Secretaria municipal

Staff Report – City Council Agenda Item



Agenda Item #8

Consider a resolution supporting Commerce Street Apartments, LLC's Tax Credit Application to the Texas Department of Housing and Community Affairs (TDHCA) for a family housing development for low and moderate income persons.

Originating Department

Administration – Sam A. Listi, City Manager

Background

Homestead Development submitted a pre-application for an 80-unit family tax credit development to TDHCA in January 2016. The proposed location is a 5 acre tract located just south of the southwest corner of Sparta Road and Commerce Drive. This is the first application by Homestead Development. Another developer, Prestwick, filed several recent applications for tax credits, but was unsuccessful. The proposed location is unchanged. A Council work session was conducted on January 12, 2016, at which time relaxed TDHCA rules for local match were discussed.

Summary Information

The affordable housing tax credit program, administered by TDHCA, is extremely competitive. For consideration in this cycle, a community is required to pass a Resolution of Support, but the financial commitment is substantially reduced, with a "nominal" local match recommended. I am proposing a reduction in the building permit fee as our commitment to the project. Given the development proposed, the basic building permit fee would be around \$10,000, plus permit fees for utility, mechanical, plumbing, driveways, pool, fencing, and signage. The Resolution would waive the first \$5,000 in building permit fees.

Fiscal Impact

\$5,000 building permit fee waiver would be a reduction in the estimated \$10,000 fee, but all other permit fees will be collected.

A \$10 million development will generate an estimated \$65,980 in annual property taxes when full value is reflected on the tax rolls.

Amount: \$5,000 in lost revenue at permitting

Budgeted: ☐ Yes ☐ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed ☐ Capital Project Funds

Funding Source(s): N/A

Recommendation

Recommend approval of the Resolution.

Attachments

Resolution

Excerpts from TDHCA rules outlining points for:

- a. Resolution of Support
- b. Commitment of Development Funding

RESOLUTION NO. 2016-08-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS,
REGARDING COMMERCE STREET APARTMENTS AT COMMERCE STREET FOR
SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING.**

Whereas, Commerce Street Apartments, Ltd has proposed a development for a Multi Family affordable unit complex located on Commerce Street, named Commerce Street Apartments, in the City of Belton, Bell County, Texas;

Whereas, Commerce Street Apartments, Ltd has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Competitive 9% Housing Tax Credits for Commerce Street Apartments;

Whereas, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality; and

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

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

Part 1: The City of Belton, acting through its governing body, hereby confirms that it supports the proposed development of Commerce Street Apartments, located on Commerce Street in the City of Belton, Bell County, Texas, and its application to the TDHCA.

Part 2: The City of Belton, acting through its Governing Body, for the purposes of Local Political Subdivision Funding, will waive the first \$5,000 of building permit fees.

Part 3: That for and on behalf of the Governing Body, Mayor Marion Grayson is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Belton on 9th day of February, 2016.

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

PASSED AND APPROVED this the **9th** day of **February**, 2016.

THE CITY OF BELTON, TEXAS

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

(d) Criteria promoting community support and engagement.

(1) Local Government Support. (§2306.6710(b)(1)(B)) An Application may qualify for up to seventeen (17) points for a resolution or resolutions voted on and adopted by the bodies reflected in subparagraphs (A) - (C) of this paragraph, as applicable. The resolution(s) must be dated prior to Final Input from Elected Officials Delivery Date and must be submitted to the Department no later than the Final Input from Elected Officials Delivery Date as identified in §11.2 of this chapter. Such resolution(s) must specifically identify the Development whether by legal description, address, Development name, Application number or other verifiable method. In providing a resolution a municipality or county should consult its own staff and legal counsel as to whether such resolution will be consistent with Fair Housing laws as they may apply, including, as applicable, consistency with any Fair Housing Activity Statement-Texas ("FHAST") form on file, any current Analysis of Impediments to Fair Housing Choice, or any current plans such as one year action plans or five year consolidated plans for HUD block grant funds, such as HOME or CDBG funds. Once a resolution is submitted to the Department it may not be changed or withdrawn. For an Application with a proposed Development Site that, at the time of the initial filing of the Application, is:

(A) Within a municipality, the Application will receive:

Resolution
of
Support

(i) seventeen (17) points for a resolution from the Governing Body of that municipality expressly setting forth that the municipality supports the Application or Development; or

(ii) fourteen (14) points for a resolution from the Governing Body of that municipality expressly setting forth that the municipality has no objection to the Application or Development.

(B) Within the extraterritorial jurisdiction of a municipality, the Application may receive points under clause (i) or (ii) of this subparagraph and under clause (iii) or (iv) of this subparagraph:

(i) eight and one-half (8.5) points for a resolution from the Governing Body of that municipality expressly setting forth that the municipality supports the Application or Development; or

(ii) seven (7) points for a resolution from the Governing Body of that municipality expressly setting forth that the municipality has no objection to the Application or Development; and

(iii) eight and one-half (8.5) points for a resolution from the Governing Body of that county expressly setting forth that the county supports the Application or Development; or

(iv) seven (7) points for a resolution from the Governing Body of that county expressly setting forth that the county has no objection to the Application or Development.

(C) Within a county and not within a municipality or the extraterritorial jurisdiction of a municipality:

(i) seventeen (17) points for a resolution from the Governing Body of that county expressly setting forth that the county supports the Application or Development; or

(ii) fourteen (14) points for a resolution from the Governing Body of that county expressly setting forth that the county has no objection to the Application or Development.

*City
Funding
Amount
Needed*

(2) Commitment of Development Funding by Local Political Subdivision. [§2306.6725(a)(5)] An Application may receive one (1) point for a commitment of Development funding from the city (if located in a city) or county in which the Development Site is located. Documentation must include a letter from an official of the municipality, county, or other instrumentality with jurisdiction over the proposed Development stating they will provide a loan, grant, reduced fees or contribution of other value for the benefit of the Development. Once a letter is submitted to the Department it may not be changed or withdrawn.

(3) Declared Disaster Area. [§2306.6710(b)(1)(H)] An Application may receive ten (10) points if at the time of Application submission or at any time within the two-year period preceding the date of submission, the Development Site is located in an area declared to be a disaster area under the Texas Government Code, §418.014.

(4) Quantifiable Community Participation. [§2306.6710(b)(1)(J); §2306.6725(a)(2)] An Application may qualify for up to nine (9) points for written statements from a Neighborhood Organization. In order for the statement to qualify for review, the Neighborhood Organization must have been in existence prior to the Pre-Application Final Delivery Date, and its boundaries must contain the Development Site. In addition, the Neighborhood Organization must be on record with the state or county in which the Development Site is located. Neighborhood Organizations may request to be on record with the Department for the current Application Round with the Department by submitting documentation (such as evidence of board meetings, bylaws, etc.) not later than 30 days prior to the Full Application Delivery Date. Once a letter is submitted to the Department it may not be changed or withdrawn. The written statement must meet all of the requirements in subparagraph (A) of this paragraph.

(A) Statement Requirements. If an organization cannot make the following affirmative certifications or statements then the organization will not be considered a Neighborhood Organization for purposes of this paragraph.

(i) the Neighborhood Organization's name, a written description and map of the organization's boundaries, signatures and contact information (phone, email and mailing address) of at least two individual members with authority to sign on behalf of the organization;

(ii) certification that the boundaries of the Neighborhood Organization contain the Development Site and that the Neighborhood Organization meets the definition pursuant to Texas Government Code, §2306.004(23-a) and includes at least two separate residential households;

(iii) certification that no person required to be listed in accordance with Texas Government Code §2306.6707 with respect to the Development to which the Application requiring their listing relates participated in any way in the deliberations of the Neighborhood Organization, including any votes taken;



Annual Report

2015

Including Annual Racial Profiling Report

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MISSION:

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

VISION:

Create a culture that promotes, recognizes and embraces innovative police strategies by building upon a foundation that values our past, acknowledges the present, and prepares for the future.

VALUES:

- HONESTY and INTEGRITY
- We understand that PUBLIC TRUST is the foundation of our profession
- Building PARTNERSHIPS with our community by empowering them to have a voice in public safety solutions
- EMPLOYEES are our greatest asset and the DIVERSITY of our workforce is the core of our success
- Maintaining Belton's excellent QUALITY of LIFE
- Protecting HUMAN RIGHTS by acting without fear, favor, or prejudice
- Professional EXCELLENCE through a situational leadership model that is flexible and responsive

GUIDING PRINCIPLES:

- Prevention
- Reduction
- Partnerships
- Safety
- Quality of Life

BELTON, TEXAS



Belton is at the crossroad of two of the busiest highways in Central Texas; Interstate 35 and the newly designated Interstate 14 (formerly U.S. Highway 190). We are a vibrant and growing community of 20,000 residents. Belton is the county seat of Bell County and part of the Temple/Killeen/Fort Hood metropolitan area. Belton is rich in history, dedicated to handling present challenges, and strategically positioned for the future.

The City of Belton is under the guidance of Mayor Marion Grayson and a six-member City Council consisting of Mayor Pro Tem David K. Leigh, Jerri Gauntt, Dan Kirkley, Guy O'Banion, Craig Pearson, and Paul Sanderford. City Manager Sam Listi provides daily leadership to a dedicated City staff supporting a full range of municipal services.

Department Overview and Organization

Gene Ellis ~ Chief of Police

The Belton Police Department serves one of the most dynamic communities in Texas with law enforcement services 24-hours a day, seven days a week. Strong partnerships with the residents and businesses of Belton make it possible for us to accomplish our mission. We operate under a *Prevention Focused* model of Community Policing. Officers are assigned areas of responsibility, known as sectors, as part of a geographic responsibility approach. Prevention is the focus of all police operations. We proactively seek out ways to interact with the community in order to enhance the quality of life in Belton. All members of the Belton Police Department are committed to building partnerships with our citizens, businesses, community groups, and other organizations to reduce crime and solve problems that threaten the excellent quality of life we enjoy in Belton.

Our guiding principles are: prevention of crime; reduction in underlying issues leading to criminal activity, community safety, building partnerships with the community, and quality of life enhancement.



Gene Ellis has served as the Belton Police Chief since 2009. He has over 27 years of experience in law enforcement with 17 of those years as a Chief of Police. Chief Ellis also serves as Assistant City Manager. He is a native Texan and graduate of the University of Houston. Chief Ellis attended the 217th session of the FBI National Academy program, a prestigious law enforcement management program.



Operations Division

The Operations Division is made up of Patrol, Fleet Management, School Resource Officer Unit, and Special Operations. Patrol is the workhorse of BPD and was under the direction of Operations Division Commander, Deputy Chief Mike Rhoden in 2015. Deputy Chief Larry Berg assumed command of the Operations Division on February 1, 2016 following Deputy Chief Rhoden's retirement.

Patrol responds to calls for police service, conducts preventive patrol, enforces traffic laws, conducts preliminary investigations into criminal activity, arrests criminal offenders, and seeks proactive interactions with citizens and groups. Currently, Patrol is divided into two teams (A & B) made up of two 12-hour shifts each. A lieutenant commands each team and a sergeant supervises officers assigned to each shift. Patrol is normally the first line of contact the public has with the police department. Officers perform their duties utilizing cars, bicycles, golf carts, and foot patrol. Patrol has an authorized staff of two lieutenants, four sergeants, and 17 patrol officers.

In 2015, Belton officers responded to 43,019 calls for service (events), issued 3,105 citations, distributed 4,152 traffic warnings, made 1,803 arrests, and completed 3,389 incident reports.



School Resource Officers (SRO)

The School Resource Officer Unit is a partnership between BPD and Belton Independent School District (BISD). A sergeant and three officers are assigned to the 11 BISD campuses in the City of Belton. This collaboration is funded by BISD paying 10 months of salary, benefits, equipment, and training with the City of Belton funding the remaining two months of the cost. The goal of the SRO program is to create safe schools and deter distractions to the learning environment. This is accomplished by proactive interaction with faculty and students, quick response to disruptions, investigation of criminal activity on campuses, and presentation of prevention programs.

Youth Police Academy

The School Resource Officers held the sixth annual Youth Police Academy class in June, 2015 for middle school students. The goals of the Youth Police Academy are:

- To provide the opportunity to learn and understand the workings of the Belton Police Department and the Criminal Justice System
- To provide a better understanding of the training and education needed to pursue a career in Law Enforcement
- To demonstrate how the Criminal Justice System fits into serving the community
- To discuss skills and knowledge necessary to function and succeed in society
- To develop positive attitude development, self-discipline, and motivation both as an individual and as part of a team



Law Enforcement Explorers

A Law Enforcement Explorer Post was established in Belton in 2012. The program is intended for young adults age 14 (who have completed the 8th grade) to age 20 who have expressed a sincere interest in the law enforcement field as a career and who qualify for membership in the organization. Our commitment is to improve relations between the Belton Police Department and the youth in the City of Belton. Explorers learn police work through specialized training, special details, and community service. The program allows young people to serve the community, develop leadership skills, and provides support from peers and adults during the maturing process. The third Explorer Academy was held in June of 2015. The Belton Police Explorers participated in the inaugural Central Texas Explorer Competition hosted by the Copperas Cove Police Department on June 29, 2015. Our Explorer team placed second overall in the competition and many of our team members placed high in individual contests. We are looking forward to hosting the Central Texas Explorer Competition in Belton in the Summer of 2016.



National Night Out

National Night Out 2015 was another record year for Belton with 23 neighborhood block parties. The event was held on Tuesday, October 6, 2015. Awards were given to the most creative block parties and those recognized included:

- ❖ Best Block Party 2015 – Belton Housing Authority
- ❖ Best Neighborhood Unity – Belton Neighborhood Collective on Surghnor Dr.
- ❖ Rookie of the Year – Expo Quick Stop
- ❖ Community Team Award – Harris Community Center
- ❖ Community Outreach Award – Miller Heights hosted by Spinnaker Lane residents

A special thanks to our block party hosts and National Night Out Coordinator, Sergeant Doug Taylor, for making National Night Out 2015 an exceptional crime prevention night in Belton.



“Badge”, *McGruff*, and the Chisholm Trail Express

Our mascot “Badge” and the BPD Chisholm Trail Express barrel train are the two most popular attractions we have at BPD. This would not be possible without the hard work of the CHIPS volunteers, especially, Jerry and Cheryl Grote. Badge and the Chisholm Trail Express made many stops during 2015 to include the Kiwanis Turtle Festival, the 4th of July Parade, National Night Out, Christmas on the Farm, Christmas on the Chisholm Trail, and many school festivals. Thanks to CHIPS member, Roxanne Sanders we were able to bring *McGruff the Crime Dog* out of retirement.



Citizens Police Academy

The 6th annual Belton Citizens Police Academy class was held January through March, 2015. The mission of this program is to promote understanding through education. We do this by exposing community members to the various facets of law enforcement. This is accomplished through classroom presentations, hands-on demonstrations, role playing, and tours of public safety facilities. Twenty-one Belton residents attended Citizens Police Academy #6.





CHIPS (Citizens Helping in Police Service)

The Belton Citizens Helping in Police Service (CHIPS) program was formed in 2011 as a way to expand police resources through the use of volunteers. The primary objective of the CHIPS program is deterrence through a visible presence. CHIPS volunteers supplement department resources by being extra eyes and ears while patrolling parks, shopping centers, or other areas where large groups may gather. Additionally, volunteers help with administrative tasks inside the police building and at department community outreach functions. CHIPS volunteers are the backbone of the RU OK? Program.

Total Hours by CHIPS Volunteers in 2015 = 3,748 hours



RU OK? Program

During the winter months of 2012, the Belton Police Department (BPD) was alerted of an elderly resident who lived alone and had no heat. Members of the BPD command staff conducted a welfare check on this elderly resident since her home was near the police department. We found her in a dilapidated home with no heat and learned that she had no family members checking on her. BPD staff pooled money out of their own pockets to purchase space heaters, rugs to cover her rough wood floors, plastic for the drafty windows, and other items to improve her living conditions during some especially cold days. This incident brought to light the need for a way to check on elderly residents who lived alone. From this, the "RU OK?" Program was developed using our volunteer program CHIPS (Citizens Helping in Police Service). We reached out to the

senior citizen support organizations, doctor offices, and community service clubs to promote this program and register elderly residents in need of this service. CHIPS volunteers make personal contact by telephone with registered senior citizens living alone. If the CHIPS volunteer is unable to make contact, a police officer is dispatched to the residence to conduct a welfare check on the resident. During the first year of the RUOK? Program, 806 contacts were made with elderly residents who live alone. For some of these elderly citizens, this is the only personal contact they have with another person all week. In June of 2014, a part time volunteer coordinator was hired to administer this program thanks to a grant from the Central Texas Area Agency on Aging, a division of the Central Texas Council of Governments. Tammy Jo McCleney, a certified peace officer, serves as our Volunteer Coordinator. She has worked tirelessly alongside our CHIPS volunteers to grow the RU OK? Program to where we served over 130 seniors living alone in 2015. The Silver Santa initiative was added in 2015 to bring Christmas joy to all of the RU OK? Participants by providing wrapped gifts to each of them. The gifts were delivered a week before Christmas by Belton officers and CHIPS volunteers to make sure all of our seniors who live alone had Christmas gifts.

RU OK? 2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
CALLS MADE + AUTOMATED CALLS	900	908	983	689	624	741	1895	1753	1843	1692	1556	1753	15337
OFFICER DISPATCHES	33	26	18	20	23	8	5	15	13	3	3	3	170



Support Services Division

The Support Services Division is under the direction of Deputy Chief Jen Wesley. This division is comprised of services that support our delivery of law enforcement response to the citizens of Belton including:

- Criminal Investigations
- Property & Evidence
- Communications
- Animal Control
- Code Enforcement
- Personnel & Training
- Professional Standards
- Warrants
- Accreditation compliance
- Community Outreach
- K-9 Operations



Criminal Investigations

The Criminal Investigations Division is staffed with four detectives and one detective sergeant. Detectives are responsible for the solution of crimes through follow up investigations of criminal offenses that occur in the City of Belton. In 2015, detectives conducted over 1,044 follow-up investigations with a clearance rate of 38%, a 9% increase over 2014.

One detective is assigned to the Bell County Organized Crime Unit (BCOCU) to represent Belton in this multi-jurisdictional task force. BCOCU investigates narcotics, thefts, and other organized criminal enterprises that cross jurisdictional boundaries. BCOCU members include: Bell County Sheriff's Office; Temple Police Department; Harker Heights Police Department; Copperas Cove Police Department; Killeen Police Department; and the U.S. Marshals Service.



Property and Evidence

One of the most important functions in police operations involves the chain of custody of evidence. A failure in this process will make it possible for a criminal to get away with their crime. The Warrant/Training/Evidence officer serves as the custodian of property and evidence with the assistance of a Detective from the Criminal Investigations Division. In 2015, a total of 4,375 pieces of property and evidence were processed through the evidence room.



K-9 Operations

One visible component of the Patrol Division is the K-9 Team made up of Detective Richard Murray and his partner, Chico. Chico is trained in narcotics detection, tracking, apprehension, and handler protection. In 2015, the K-9 team deployed 68 times resulting in 16 narcotics investigations, 3 building searches, and 4 tracking activities. The team trained 87 hours in 2015.



Cross Training

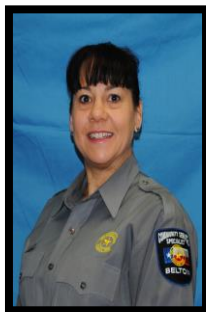
BPD operates under a philosophy that the operation of the department should never be hampered by the absence of any one employee. All non-sworn employees are trained to perform all responsibilities that are critical to maintaining a high level of service for the public.



Communications

Emergency 911 calls in Belton are answered by the Bell County Communications Center (BCCC), which is located in Belton. BCCC is the public safety answering point (PSAP) for all 911 calls in Bell County and they provide dispatch services to all public safety agencies located in Bell County. Non-emergency calls are answered by Community Service Specialists (CSS) located at the Belton Police Department. Belton's six (6) CSS Communications personnel staff the front desk of the police building 24 hours a day, seven days a week. They handle all non-emergency calls to the Belton Police Department, walk-in questions and complaints, assist officers with acquiring information, prepare incident reports on low level offenses, and assist with a host of records management functions of the department. Our Communications staff entered 6,507 calls for service into the BPD computer-aided dispatch system (CAPERS).

Communications Staff



Carol Karl



Ann Forrest



Candice Griffin



Natalie Tichenor



Becky Cooley



Linda Haley

Animal Control

The Belton Police Department is responsible for Animal Control services for the city limits of Belton. This includes responding to calls involving stray cats and dogs, wildlife, and loose livestock. Additionally, the animal control officer investigates animal abuse cases and animal bite incidents. Belton has one Community Service Specialist assigned as an Animal Control Officer. In 2015, BPD responded to 1,699 animal control calls. The CSS-Code Enforcement Officer is cross-trained in animal control. Belton stray cats and dogs are taken to the Bell County Animal Shelter. Belton Animal Control promotes pet adoption using social media as part of our goal to find a home for all stray animals that are adoptable. A change in Animal Control occurred in late 2015 with the resignation of Animal Control Officer Jermaine Hendrickson and the addition of Jumanne Christmas.



Jumanne Christmas – Animal Control



Kim Ross – Code Enforcement

Code Enforcement

The Community Service Specialist assigned to Code Enforcement works collaboratively with Sector Officers under the Department's Geographic Policing model to enhance the quality of life in Belton. Studies have shown that neighborhood aesthetics can have an effect on crime and quality of life for neighborhood residents. Poor aesthetics tend to destroy neighborhoods, breeds criminal activity, and can create social disorder problems. A police department that ignores code enforcement is not truly operating under a Community Policing philosophy.

It is the policy of the Belton Police Department that all members of the department be committed to the quality of life in Belton. Belton Police Officers and assigned non-sworn staff seek out innovative ways to improve the quality of life in Belton by confronting issues before they become problems and solving problems by addressing the underlying issues. This will include the use of ordinances and laws to address neighborhood blight, public safety issues, and problems that affect the quality of life in Belton. This is accomplished with a compassionate approach of using "courtesy reminders" to gain voluntary compliance and making enforcement action a last resort.

Professional Standards

The Belton Police Department thoroughly investigates allegations of employee misconduct or criticism of its services. The Professional Standards Unit under the direction of the Deputy Chief over the Support Services Division is responsible for handling internal investigations. All investigations conducted by Professional Standards are reviewed to ensure that the various allegations have been adequately addressed and a fair investigation conducted. Police involved shootings and certain criminal allegations are referred to the Texas Rangers for investigation.

Texas Law requires that complaints against police employees be in writing and signed by the complainant (Texas Local Government Code 614.022). Furthermore, police employees must be given a copy of the complaint within a reasonable time period after the complaint is made (Texas Local Government Code 614.023).



Personnel and Training

BPD training is coordinated under the Support Services Division by the Warrant/Training/Evidence Officer, Robert Gatewood, as part of a team concept. The Field Training Supervisor, Lt. Allen Fields and BPD's two firearms instructors, Sgt. Doug Taylor and Sgt. Robert Prestin all play key roles in training. They coordinate continuing education for all Belton Police Department staff in order to meet state licensing and accreditation requirements. Additionally, the training team assists with recruitment of new officers and conduct background investigations on all new employees of the Belton Police Department.

Belton Police personnel are trained in accordance with rules and laws as regulated by the Texas Commission on Law Enforcement (TCOLE). Officers are mandated to have 40 hours of continuing education in addition to mandatory courses required by TCOLE each two-year training cycle. Prior to becoming a certified police officer in the State of Texas, a person must attend a TCOLE approved 20-week training academy and pass a state examination. Belton officers participate in a 14-16-week field training program (FTO) after graduating from the academy and prior to being permitted to work solo patrol.

Records

Police officers spend a good deal of time writing reports or documenting the “action” they were involved in. A full time records clerk serves as the Department’s custodian of records. The Records Section of the police department is the final repository for all reports generated by Belton police officers and staff.



Scott Rickert – *CSS-Records Custodian*

The Records Section is responsible for:

- Maintaining all criminal case files.
- Registering and maintaining records on all Registered Sex Offenders in Belton.
- Keeping the department in compliance with State and Federal reporting laws.
- Reporting crime statistics to the State and FBI.
- Serving as a liaison to the Bell County Attorney’s Office and Bell County District Attorney’s Office.
- Responding to public information requests from citizens, attorneys, and insurance companies.

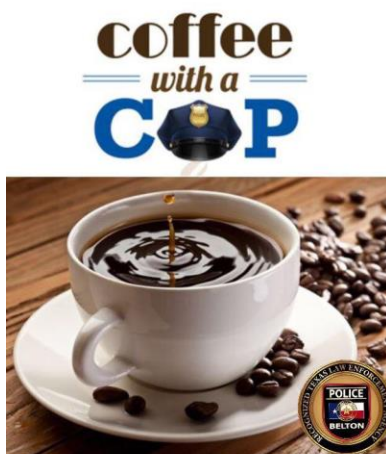
Accreditation



The Belton Police Department became the first Bell County law enforcement agency to be “Recognized” (accredited) by the Texas Police Chiefs Best Practices Recognition Program. In order to maintain recognition, BPD must submit an annual report to the Texas Police Chiefs Recognition Program demonstrating that we have maintained compliance with the 164 standards of the program. Recognition standards were carefully developed by Texas law enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk, and the protection of individual’s rights. Being “Recognized” means that an agency has proven that it meets or exceeds the “Best Practices” for Texas law enforcement in areas of law enforcement operations including: use of force, protection of individual rights, pursuits, evidence management, and many other areas. Recognition status is for a four-year term and then an agency must go through an intensive re-recognition process. On November 5, 2014, BPD was awarded Re-Recognition status putting it among the elite 5% of Texas law enforcement agencies who have met these rigorous standards. For more information on the Recognition program please visit: <http://www.texaspolicechiefs.org/recognition-program>

Coffee with a Cop

BPD hosted our first *Coffee with a Cop* in 2014. *Coffee with a Cop* provides a unique opportunity for community members to ask questions and learn more about the department’s work in Belton neighborhoods. *Coffee with a Cop* breaks down barriers and allows for a relaxed, one-on-one interaction. *Coffee with a Cop* is a national initiative. Similar events are being held across Texas, as local police departments strive to make lasting connections with the communities they serve. The program aims to advance the practice of community policing through improving relationships between police officers and community members one cup of coffee at a time. In 2015, we hosted four *Coffee with a Cop* events.



Social Media

BPD utilizes the City website and social media in partnership with the City Public Information Officer (PIO) as a communication tool to provide our community with information on police services. We use Facebook and Twitter to promote BPD and City events, alert citizens on traffic accidents, seek community assistance in solving criminal cases, and provide crime prevention tips. BPD has over 7,000 followers on our Facebook Page thanks in large part to the efforts of Public Safety Social Media Coordinator, Candice Griffin, one of our Community Service Specialists. We also held our second “Tweet-A-Long” in the Fall of 2015. This involved our posting of live updates to social media as a virtual patrol ride along.



E-Watch

E-Watch is a virtual neighborhood watch program. We provide our E-Watch community partners with timely information concerning criminal activity or public safety concerns specific to their neighborhood. E-Watch partners receive a free yard sign as an additional deterrent to criminals. By the end of 2015, we had over 1,500 E-Watch partners throughout Belton.



Family Violence Unit (FVU)

In 2012, BPD launched an initiative in partnership with Aware Central Texas to assist victims of family violence. This partnership involves trained volunteers following up with victims of family violence to provide them encouragement, information on resources available to them, and act as a liaison to them as they navigate through the aftermath of a family violence incident. The motto of the program is “From Crisis to Confidence.” In 2015, BPD referred 85 family violence cases to FVU; 635 phone calls were made to victims; and the FVU telephone hotline received 2,489 calls.



Grants

Grant funds received by BPD for police operations in 2015 included:

- \$49,000 Justice Assistance Grant for a targeting system at the new firearms range
- \$18,000 from the CTCOG-Area Agency on Aging for the RU OK? Program
- \$3,947 to purchase bulletproof vests

Belton Police Department Strategic Plan

In 2013, an updated strategic plan for BPD was developed. The guiding principles of the BPD Strategic Plan are: 1) Reduction in crime and the fear of crime; 2) Prevention; 3) Safety; 4) Partnerships; and 5) Quality of Life. The BPD Strategic Plan is a companion to the City of Belton Strategic Plan 2013-2018. A major update to the BPD Strategic Plan will be completed in 2016 to incorporate the elements of the City of Belton Strategic Plan that was updated in 2015.

Five Guiding Principles:

- Reduction (crime and fear of crime)
- Prevention
- Safety
- Partnerships
- Quality of Life

Goals:

Overarching Goal: To carry out the City of Belton Strategic Plan and specifically: Goal #2 (Public Safety) and Goal #3 (Quality of Life). Along with Outcome Statements: (B) Belton is a safe and friendly community; and (C) Belton has an outstanding quality of life for its citizens.

Police Department Specific Goals:

1. Focus on crime reduction by employing strategies that promote crime prevention.
2. Enhance partnerships with the community and other public safety agencies to better achieve the law enforcement mission.
3. Enhance the quality of life in Belton by addressing issues that impact community aesthetics and safety.
4. Recruit and retain a professional and well trained law enforcement staff that can meet community expectations for police services.

5. Develop BPD staff for leadership positions as part of succession planning.
6. Make Belton roadways safer through initiatives that improve traffic safety and reduce traffic collisions.
7. Embrace *Intelligence-Led Policing* concepts by keeping abreast of new technology and trends in law enforcement that identifies, analyzes, and addresses the underlying causes of crime and other non-criminal policing issues.

Police Station Addition/Renovation Project



The need to address the Belton Police building was first identified in 2008 by a report prepared by ICMA following an assessment of BPD. It became a component of the City of Belton Strategic Plan in 2009. In 2012, Dewberry, an architectural firm, was hired to conduct a space needs assessment of the police department. After reviewing three options proposed by Dewberry, a decision was made to proceed with the option of building an addition and renovating the current police building. In late 2013, the City approved a 2013 Capital Improvement Plan and issued Certificates of Obligation to fund the projects totaling \$6.825 million. \$2.5 million of these funds were set aside for the addition to, and renovation of, the Belton Police Station, a public safety enhancement project. On December 10, 2013, City Council approved hiring Architects Design Group (ADG) as the architect for the project and the Construction Manager At Risk (CMAR) delivery method to build it. On February 11, 2014, City Council approved a contract with Baird/Williams Construction, II, (BWC) for CMAR services for this capital improvement project. During most of 2014, ADG, BWC, and staff have worked very hard on the planning, design, and construction documents for this project. BWC provided the City with a Guaranteed Maximum Price (GMP) of \$2,702,360 on November 24, 2014, after a great deal of effort by all stakeholders on project refinements, reductions, and other cost saving measures. The City hired an independent estimator to verify project costs, and they returned a very comparable number to the one provided by BWC. City Council approved an additional \$1.1 million to fund the project for a total project cost of nearly \$3.6 million that includes: professional fees for engineering and architecture; GMP construction; fixtures, furniture, and equipment; renovations to the existing building; and material testing. The addition to the police building is expected to be

completed in early 2016. Renovations to the original building will be completed by late 2016. This will provide one unified modern public safety capable of meeting the present and future needs of the Belton Police Department.



Central Texas Regional Law Enforcement Training Center

Through a partnership with the Central Texas Council on Government (CTCOG) a firearms training center for law enforcement agencies in the region came to fruition. Construction began in 2014 on a 100 yard firearms range. Grants from the Governors Criminal Justice Division totaling nearly \$80,000 along with the support of the City of Belton made it possible for this facility to include two classroom buildings and an automated targeting system. Thanks to the dedication and hard work by the City of Belton Public Works Department, the majority of construction was completed in 2015. Opening is expected during the first quarter of 2016. Future enhancements include an arena style roof over the pistol range, a simulation training room, a tactical training house, and a driver training area.

2015 Highlights and Accomplishments

- Participated in achieving the public safety elements of the City Strategic Plan
- Achieved the goals of the BPD Strategic Plan update
- Began construction on the addition/renovation of the police facility
- Maintained accreditation through the Texas Best Practices Recognition Program
- Reduced Part I Crimes by 20% using a prevention focused community policing model
- Obtained grant funds for range project and body armor
- Hosted sixth Citizen Police Academy
- Expanded the CHIPS volunteer program to over 75 volunteers
- Enhanced the RUOK? senior adult program with over 125 clients
- Held a very successful National Night Out with 23 block parties all over Belton
- Fully developed the Law Enforcement Explorer program for youth and participated in first Central Texas Explorer competition
- Implemented a take-home car program as a pilot project

- Continued to enhance quality of life through Prevention Focused Community Policing with an emphasis on aesthetics through compassionate code enforcement

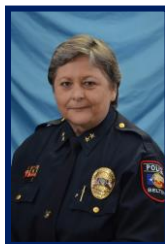
2016 Goals

- Update PD Strategic Plan to reflect goals and objectives of updated City Strategic Plan
- Maintain Police Department Accreditation
- Manage and coordinate renovation of PD original building
- Continue Citizens Police Academy program by hosting class #7
- Enhance the CHIPS program by providing them a vehicle to patrol parks and shopping centers
- Continue to grow the Law Enforcement Explorer program and host Central Texas Explorer competition in Summer 2016
- Succession planning and development of leadership team with promotion of new Deputy Chief and other ranks effected by this promotion
- Expand programs that reduce crime and improve the quality of life in Belton using our Prevention Focused model of Community Policing
- Coordinate the opening of the Central Texas Regional Firearms Training Center (range) and seek grants for future expansion and enhancements

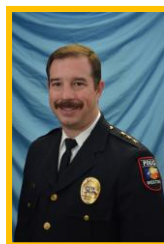




As of 12/31/15



Deputy Chief
Jen Wesley



Gene Ellis
Chief of Police



Deputy Chief
Mike Rhoden



Laura Hutchens
Admin. Assistant



CADETS
Morillo, Rodriquez, Schwindt



Lieutenant
Larry Berg



Lieutenant
Allen Fields



Sergeant
Kim Hamilton



Sergeant
W. Hamilton



Sergeant
Daniel Aguirre



Sergeant
D. Ontiveros



Sergeant/SRO
Doug Taylor



Sergeant
Robert Prestin



Officer/K-9
Richard Murray



Warrants/Training
Robert Gatewood



Detective
Joseph Chapa



Detective
Joshua Koontz



Detective
Candace Hawkins



SRO
Dane Kantro



SRO
Richard Kusak



SRO
Joshua Cox



Patrol Officer
Raul Montes



Patrol Officer
James Szobota



Patrol Officer
Ronald Irwin



Patrol Officer
Anthony Adame



Patrol Officer
Mario Guevara



Patrol Officer
Gabriel Barnett



Patrol Officer
DeAmber Minuet



Patrol Officer
Gene Cole



Patrol Officer
Chris MacDonald



Patrol Officer
Gerardo Torres



Patrol Officer
Daric Henderson



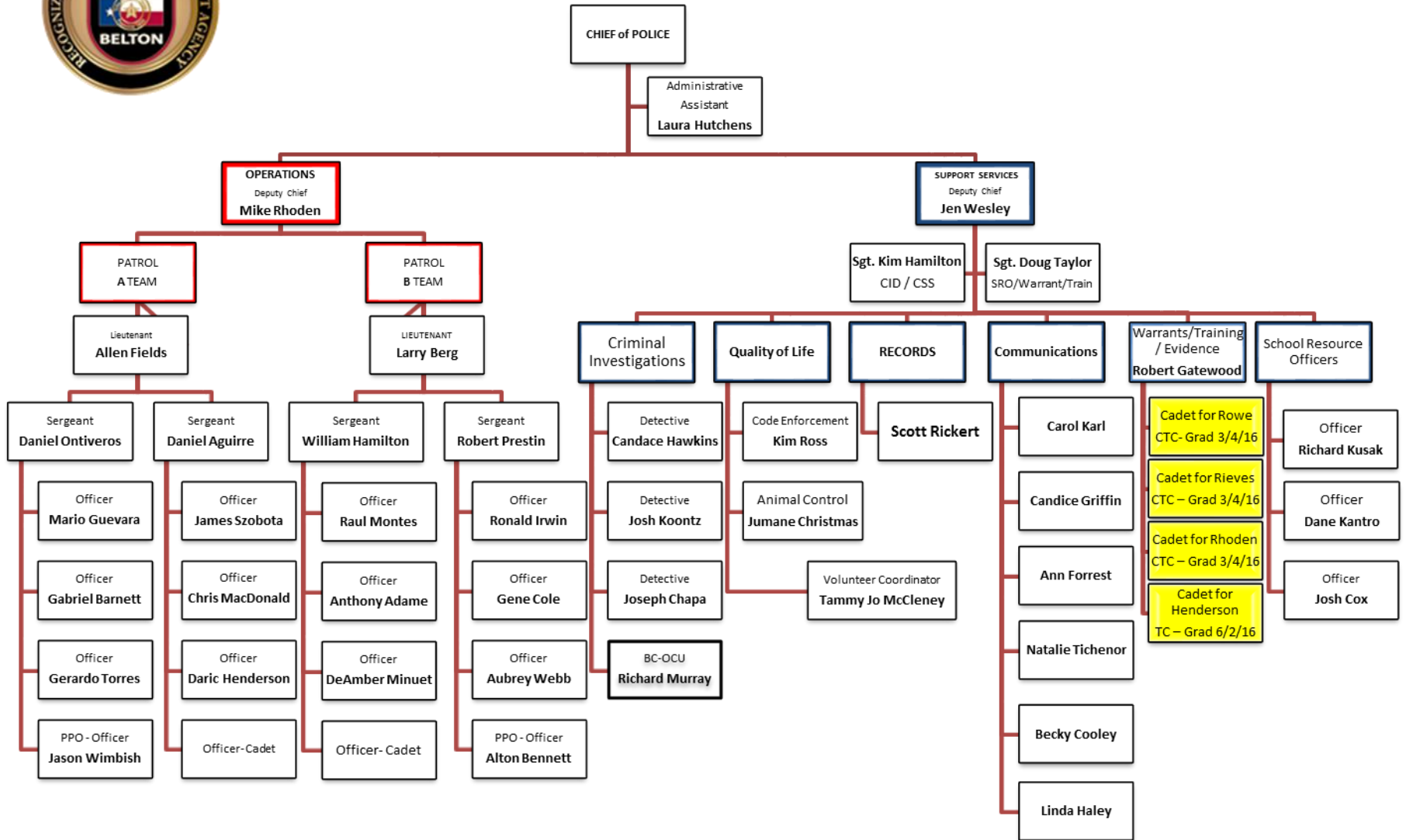
Patrol Officer
Glenn Bennett



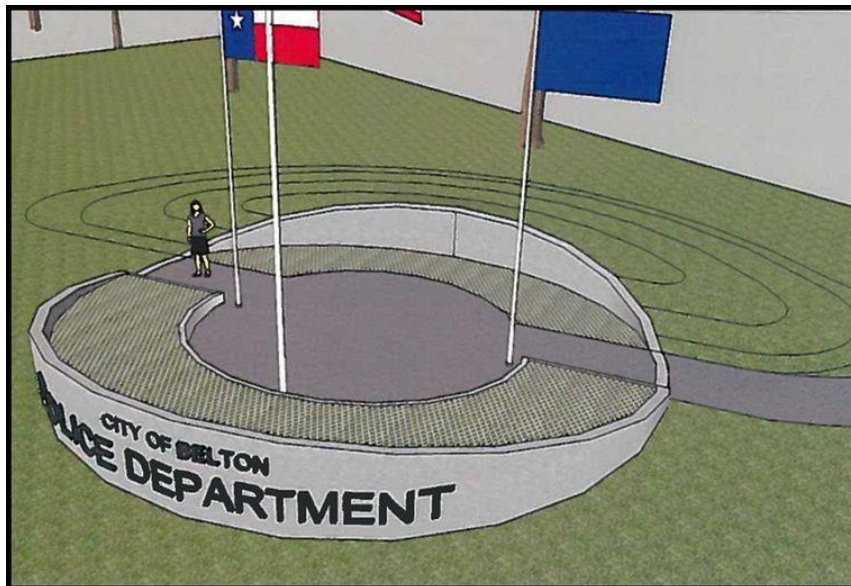
Patrol Officer
Jason Wimbish



Patrol Officer
Aubrey Webb



Professional Standards





Belton Police Department

Annual Report 2015

Internal Complaints / Investigations

	2010	2011	2012	2013	2014	2015
Complaints Received	19	23	21	17	17	6
Complaints Formalized	12	10	10	8	8	2
Complaints from Internal Sources	3	4	4	3	5	0
Complaints from Citizens (External)	16	19	17	14	12	6

Dispositions (2015 Only)

Not Formalized	4	67%
Not Sustained	0	17%
Unfounded	1	
Exonerated	0	
Sustained	1	17% (Misconduct, Untruthfulness)
Pending	0	

Complaint Types

Misconduct (Rude/Unprofessional)	1
Improper Police Procedure	3
Harassment	2

Racial Profiling Annual Report



Racial Profiling
Belton Police Department
Annual Report 2015
TIER 1

As reported to TCOLE pursuant to House Bill 3389, Texas Code of Criminal Procedures Article 2.131 – 2.138. Citations and arrests from traffic stops are the only stops factored. There is no requirement to report traffic warnings for a Tier 1 reporting agency.

Number of motor vehicle stops (does not include warnings):

Citation only	2,307
Arrest only	6
Citation and Arrest	19
Total	2,332

Race or Ethnicity:

African	324	13.89%
Asian	30	1.28%
Caucasian	1,533	67.73%
Hispanic	421	18.05%
Middle Eastern	15	.64%
Native American	8	.34%
Other	1	.04%
Unknown	0	
Total	2,332	

Race or Ethnicity known prior to stop?

Yes	781
No	1,551

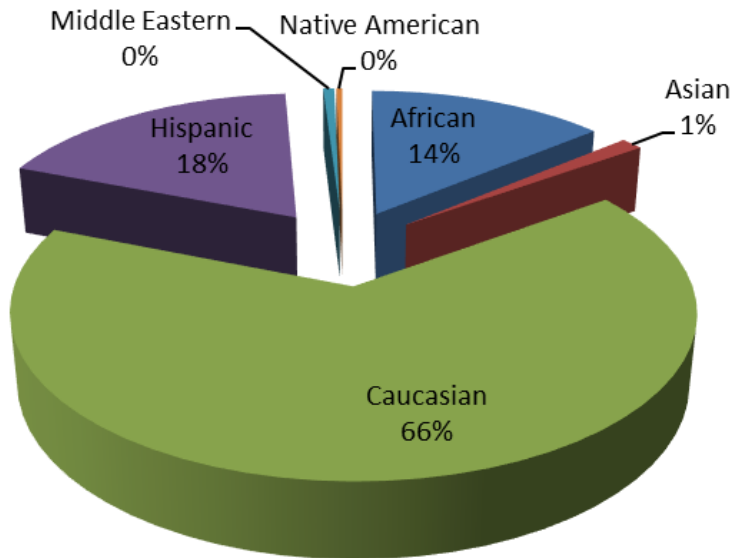
Search conducted?

Yes	52
No	2,280

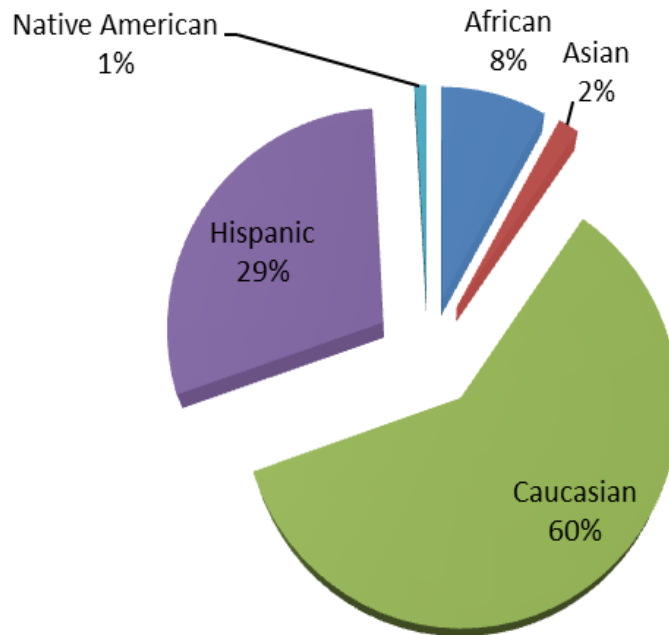
Was search consented?

Yes	34		
No	18	Total	52

Traffic Stops by Race



Belton Demographics



Calls for Service



Calls for Service

Calls for Service (CFS) can be defined as events reported to the Belton Police Department or the Bell County Communications Center (BCCC) via 9-1-1 where a citizen requests police assistance in Belton. Calls for Service can also be initiated by police officers when they witness an event or come across an incident needing police attention. Due to the structure of the computer-aided dispatch and records management software systems used by the Belton Police Department and the Bell County Communications Center (BCCC), traffic stops by Belton officers and other officer initiated activities are counted as calls for service. The data reported below details the total calls for service including traffic stops and other officer initiated activity. It should be noted that some traffic stops and officer initiated activity do turn into police incidents; therefore, total calls for service including traffic stops and officer initiated activity must be considered when assessing workload demands.

Event descriptions are listed as they are first reported when called in. They do not necessarily represent the actual event type that the investigation into the event may have revealed. Calls for Service may or may not result in a categorized crime or result in an official report.

Call Volumes 2015:

Busiest Day of the Week: **Wednesday**

Busiest Hour of the Day: **10:00 a.m.**

Busiest Month: **October**

Average CFS per Day: **100**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Calls for Service	37,905	43,564	50,740	40,443	36,512

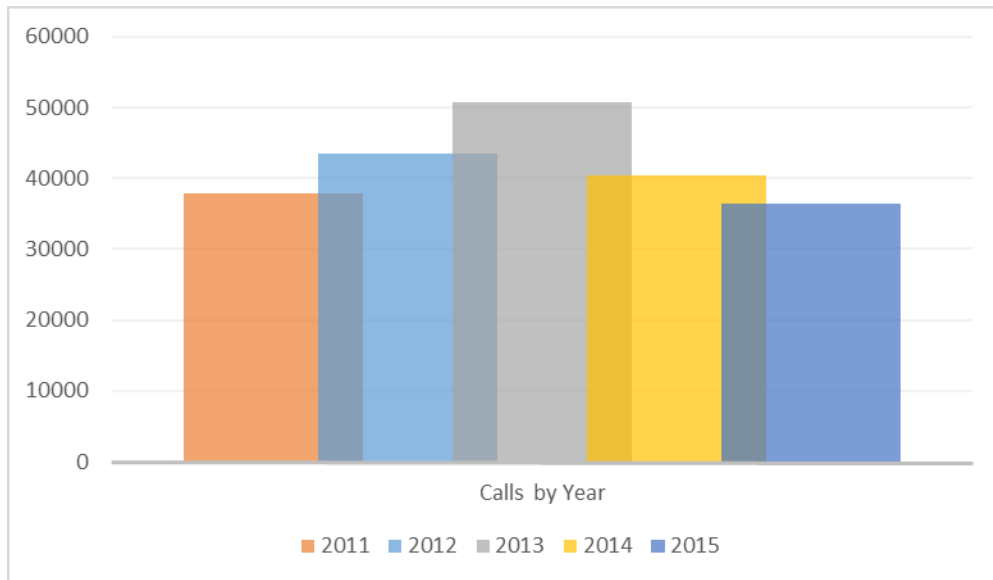
Total Calls for Service comparing 2014 to 2015

-10% Reduction

Non-Emergency CAPERS Calls for Service

Low Priority Calls handled by BPD Communications Staff = 6,507

Total Calls for Service BCCC + CAPERS = 43,019



Response Times

The Belton Police Department had an overall average response time of **3.82** minutes on Priority 1 calls for service. Response time is the time from when the call for service is first dispatched by Bell County Communications Center until the first officer arrives on the scene.

Priority	Average Response Time (Minutes)					
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
1	5.18	4.53	4.33	4.64	4.57	3.82
2	5.22	4.63	4.31	4.06	4.20	3.34
3	6.14	6.02	5.04	4.46	4.89	4.26

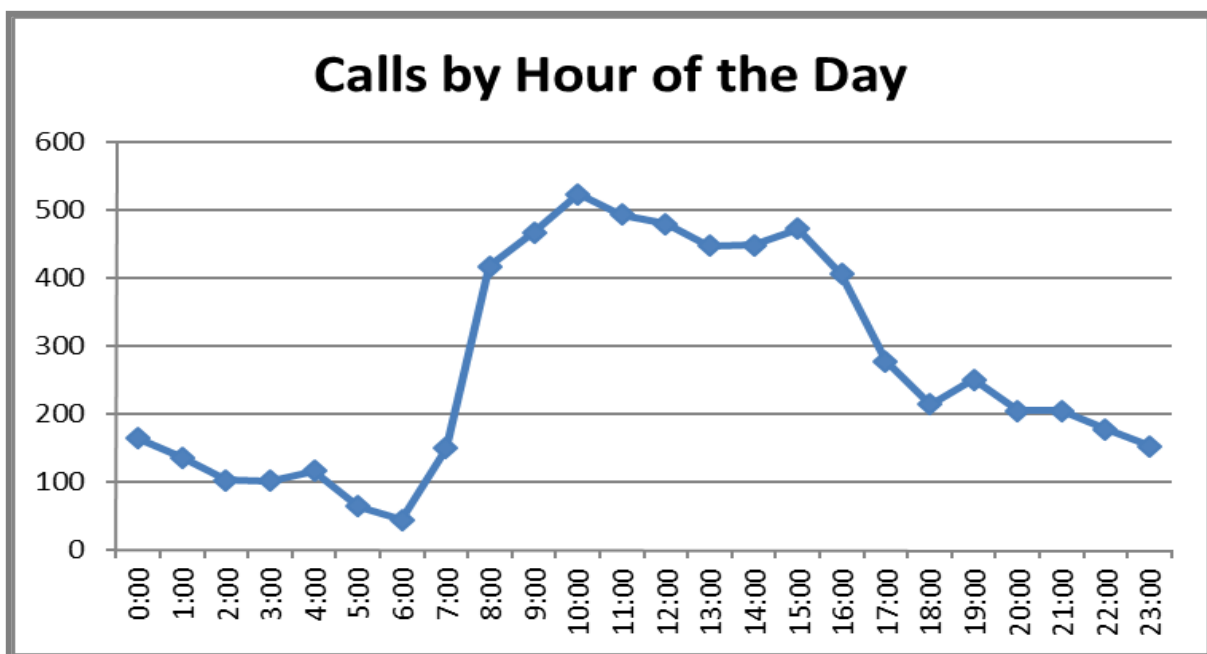
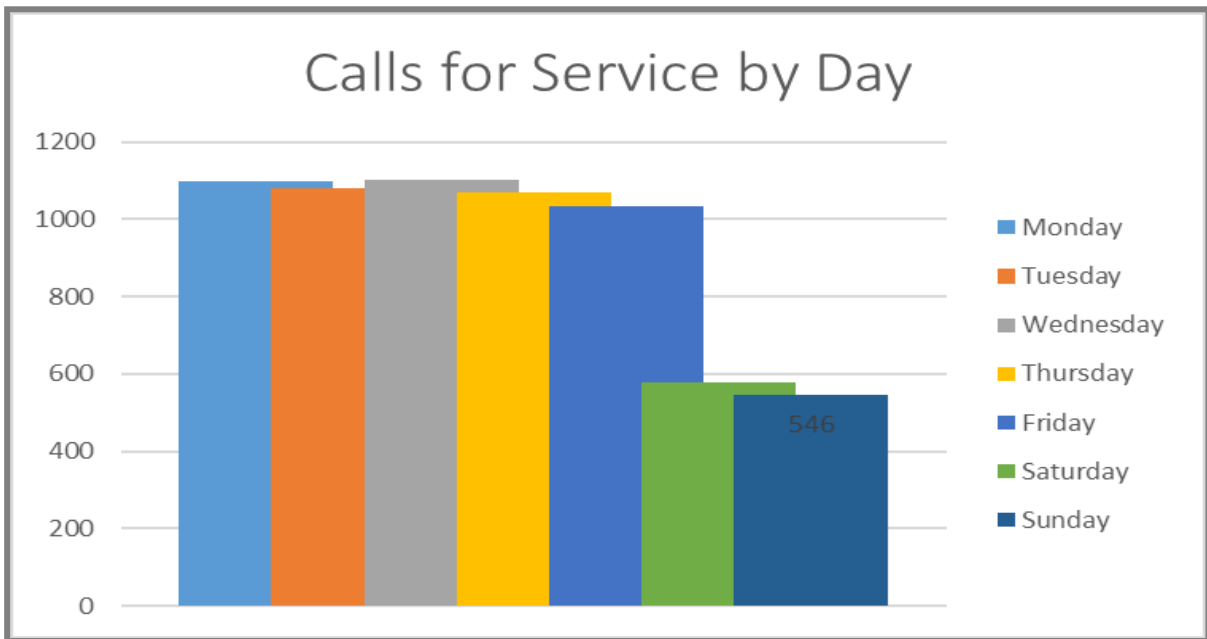
Call Priority Definitions

Priority 1 Immediate Threat to Life or Property (i.e. major accidents, in-progress crimes)

Priority 2 Potential Threat to Life or Property (i.e. prowlers, alarms)

Priority 3 Report Only Calls (i.e. minor accidents, noise disturbance)

Priority 4 After the Fact Report (i.e. crimes that occurred hours or days before, non-criminal calls)



Calls For Service By Classification and Call Nature

01/01/2015-12/31/2015

Agency: BPD

Call Nature

911	3841
Area Check	310
Admin Duties	238
Allergies (Reactions)	2
Alarm	1332
Animal Call	818
Abdominal Pain	2
Transformer Arcing	50
Subj Armed w/Weapon	64
Assault/Sexual Assault	1030
Assist Other Agency	275
Attempt to Locate	163
Back Pain (Non-Traumatic or Non-Recent)	4
Bar Check	10
Burglary of a Building	63
Burglary of a Coin Operated Machine	0
Burglary of a Habitation	121
Breathing Problems	240
Building Check	444
Burns (Scalds)/Explosion (Blast)	4
Burglary of a Vehicle	157
Cardiac or Respiratory Arrest/Death	24
Citizen Contact	2181
Chest Pain (Non-Traumatic)	212
Abandoned/Endangered	49
Choking	15
Civil	404
Carbon Monoxide/Inhalation/Hazmat/CBRN	0
Credit Card Abuse	53
Criminal Mischief	314
Criminal Trespass	190
Convulsions/Seizures	101
Curfew Violation	4
Disorderly Conduct	7
Diabetic Problems	5
Disturbance	806
Disabled Vehicle	1118
Deliver Message	20
Driving While Intoxicated	4

Escort	191
Falls	126
Fight	96
Forgery	124
Found	132
Odor of or Gas Leak	0
Harassment - Phone/Writing	247
Heart Problem / A.I.C.D.	2
Hemorrhage/Lacerations	0
High Water	8
House Watch	10
Inaccessible Incident / Other Entrapments	5
Private Property Impound	5
Impersonating a Public Servant	2
Injury Child/Elderly	0
Investigations	1
Loose Livestock	146
Lost Property	24
License Plate Info	801
Meet with Complainant	493
Mental Subject	12
Minor in Possession	28
Missing Person	59
Narcotic Case	121
Officer Needs Emergency Assistance	1
Officer Needs Help	0
Open Door/Window	173
Violation City/Cnty Ordinance	527
Parking Violation	443
Public Intoxication	49
Pregnancy/Childbirth/Miscarriage	16
Prostitution	2
Prowler	10
Pedestrian Stop	128
Psychiatric/Abnormal Behavior/Suicide ATM	52
Reckless Driver	2022
Reposessed Vehicle/Article	119
Robbery	9
Runaway	121
Sex Offense	33
Shots Fired	112
Sick Person	35
Solicitor	115

Subject Pursuit	1
Spill Control	14
Stab/Gunshot/Penetrating Trauma	2
Stalking	2
Stroke	16
Structure Fire	54
Suspicious	2445
Stolen Vehicle	93
Tampering	0
Traffic Control	112
Terroristic Threat	74
Theft	794
Traumatic Injuries (Specific)	19
Traffic Offense	2
Traffic Pursuit	4
Traffic Hazard (Debris, etc.)	404
Traffic Stop	6928
Traffic/Transportation Accident	1953
Unconscious/Fainting (Near)	149
Unknown Trouble	14
Unknown Status (Man Down)	50
Weather Event	8
Welfare Concern	1284
Warrant Service	697

Agency Total: 36,512

Criminal Incidents

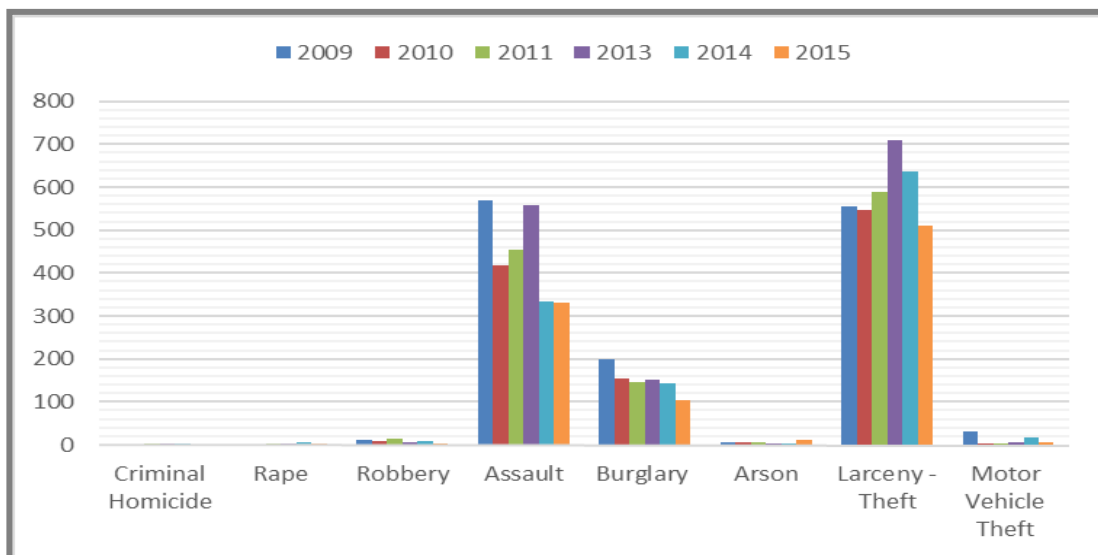


Criminal Incidents

PART I (UCR-Index Crimes)

Part I crimes are the eight criminal offenses defined by the FBI Uniform Crime Reporting (UCR) system reported monthly to the Texas Department of Public Safety. These figures are then forwarded to the FBI and published annually in a catalog titled “Crime in the United States.” Part I offenses are the most frequent point of reference when the term “crime rate” is used.

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Criminal Homicide	0	0	0	2	1	1	0
Rape-Forcible (Definition changed 1/6/12)	0	0	0	2	3	5	3
Robbery	11	10	8	13	7	8	3
Assault	351	568	417	453	559	334	332
Burglary	156	198	154	147	151	144	104
Arson	3	5	5	6	1	2	10
Larceny – Theft	576	555	547	588	710	636	511
Motor Vehicle Theft	9	31	4	2	6	17	7
TOTAL Part I:	1106	1367	1135	1213	1437	1147	970

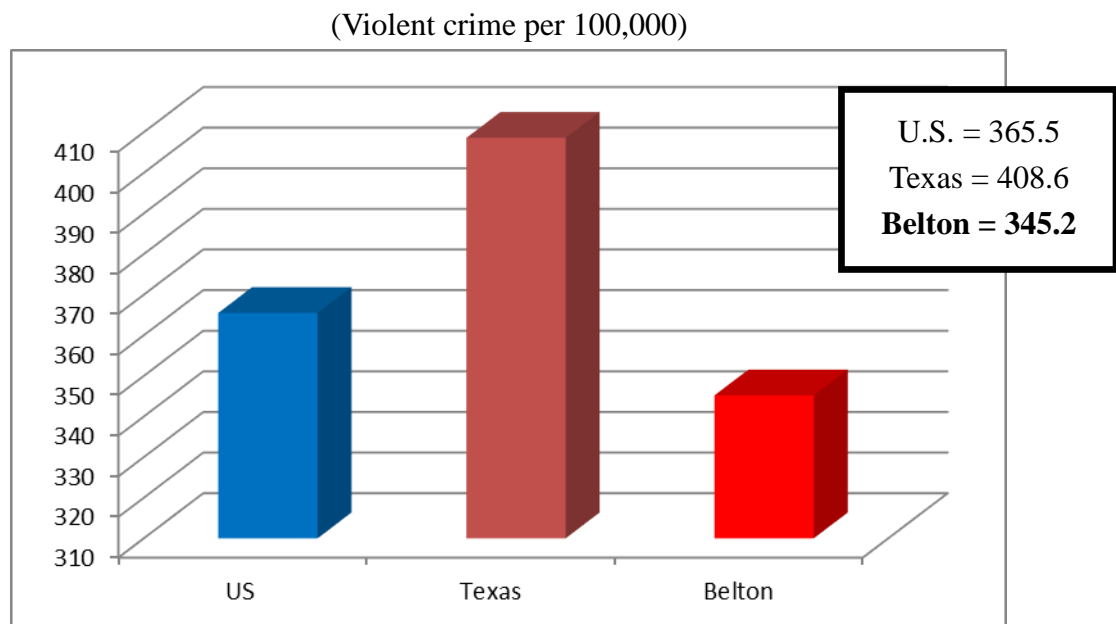


Other Crimes

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Burglary of Motor Vehicle	149	87	96	86	142	164	135
Criminal Mischief	219	194	185	178	161	176	149
Criminal Trespass	67	81	65	81	98	55	104
Harassment	35	74	60	55	78	49	37
Sex Offenses (other than forcible rape)	24	18	31	32	29	36	32
Other (alcohol, drugs, fraud, other offenses)	1145	1585	1709	2250	2262	2,146	1,972
Total Other Crimes	1,639	2,039	2,146	2,602	2,833	2,626	2,419
Total ALL Crimes:	2,745	3,406	3,281	3,815	4,270	3,773	3,389

Summary

Part I –Index Crimes Reported to DPS and the FBI resulted in a **15% decrease** and an overall **decrease of 10%** for all crimes. There were noticeable decreases in the areas of burglaries and thefts. We did see increases in arson cases directly related to small fires set by juveniles and criminal trespass offenses. Belton has a relatively low crime rate in comparison with the Texas and National crime rates.



Arrests



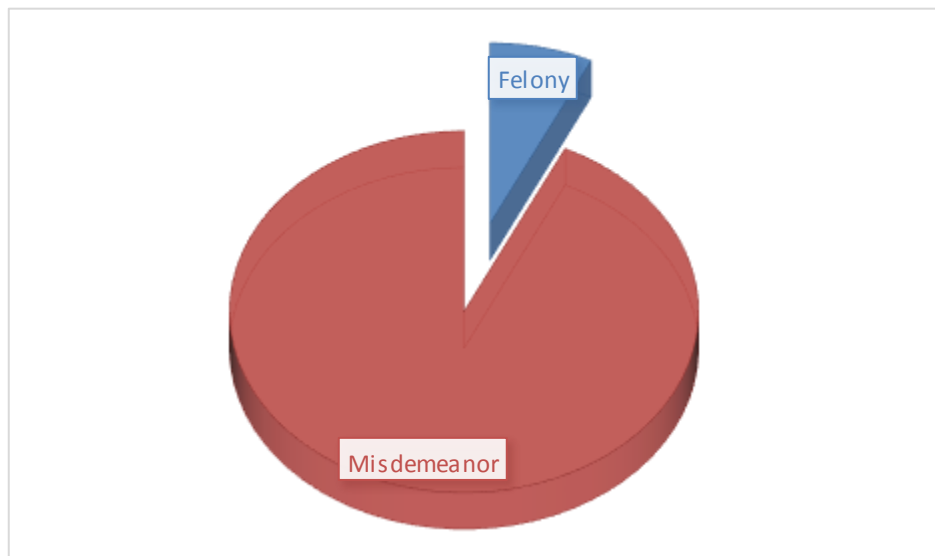
Criminal Arrests

2015

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total Arrests	979	942	1,350	1,729	1,641	1,719	1,803
Total Charges	1,356	1,551	2,134	2,521	2,065	1,948	2,073

Note: Individuals may be arrested on multiple charges.

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Felony Arrest Charges		132	126	139	163	103	149
Misdemeanor Arrest Charges	1,224	1,425	1,995	2,358	1,962	1,799	1,799



Use of Force



USE OF FORCE REPORT

ANNUAL ANALYSIS REPORT 2015

The purpose of this report is to review the Belton Police Department Use of Force incidents for the year of 2015. This annual analysis report contains data obtained from Use of Force Reports, submitted by Belton Police Officers into the department's CAPERS record management system.

Policy and Training

The Belton Police Department recognizes and respects the value and special integrity of each human life. In vesting Police Officers with the lawful authority to use force to protect the public welfare, a careful balancing of all human interests is required. Therefore, it is the policy of this department that Police Officers shall use only that force that is reasonably necessary to effectively bring an incident under control, while protecting the lives of the officer or another person (General Order #F-1).

All Belton Police Officers receive training in the use of their firearms, all non-lethal weapons authorized by the department, hands-on arrest and defensive tactics, and as the use of Force policy prior to performing any law enforcement duties. All Officers train and qualify with their firearms, and receive training in the department's Use of Force policy at least annually. All Officers receive hands-on arrest and defensive tactics training at least every two years (General Order #F-1).

Analysis

The most common situation where Officers utilized force occurred during the arrest/search/detention of a subject (34), followed by reports of an armed subject (15), disturbances (11), and emotionally disturbed subjects (7).

The most common force used against officers was reported as resisting arrest (18). Physical force (30) was the primary force utilized by Officers. Physical force consisted of Officers wrestling or taking down suspects to the ground, as well as handcuffing or utilizing arm locks to place suspects into custody.

Officers reported the highest number of Use of Force Reports in the month of October with 13 incidents. This is attributed to calls for service where multiple Officers utilized force, and each Officer submitted a separate Use of Force Report.

The use of force by Officers was not limited to the department's Patrol Division. In 2015, Patrol Officers utilized force in 49 incidents, followed by School Resource Officers with 15 incidents. CID/Warrant Officer/Administration accounted for the remaining 3 incidents.

Overall, there were 67 Use of Force incidents in 2015, which was an increase from 2014 where Officers reported 48 Use of Force incidents. There is no clear trend that accounts for the significant increase in 2015.

In 2015, one suspect was reported to have sustained minor injuries while evading arrest, and no Officers were injured during use of force situations. All Use of Force incidents were justified.

Firearm and Taser

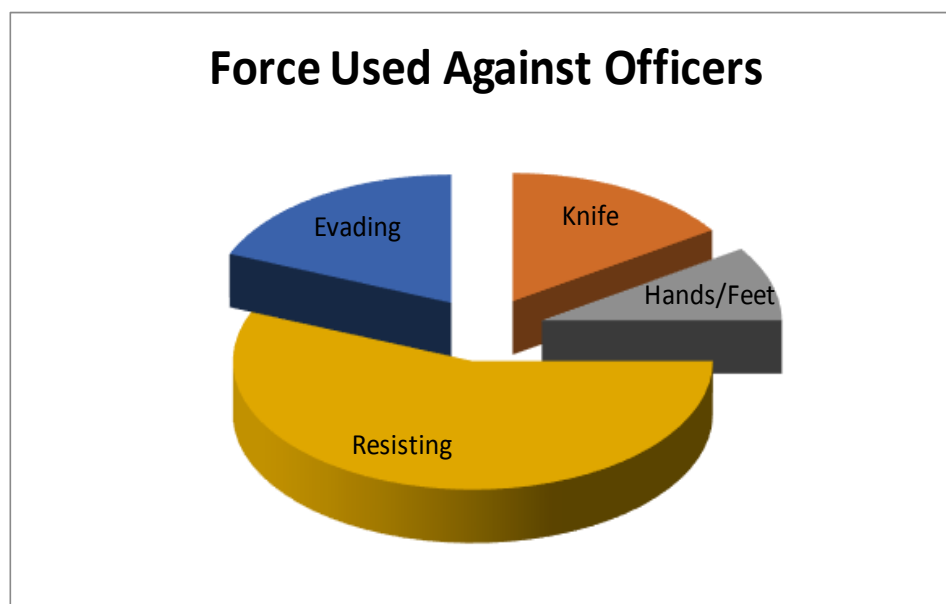
In 2015, the Belton Police Department had no reported Use of Force incidents where Officers discharged their duty issued firearms. Officers are not required to complete a Use of Force Report for discharging their firearms while euthanizing animals. There were 19 reported incidents where Officers displayed their department issued firearms, which is an increase from the 14 (displayed/discharged) reported incidents from 2014.

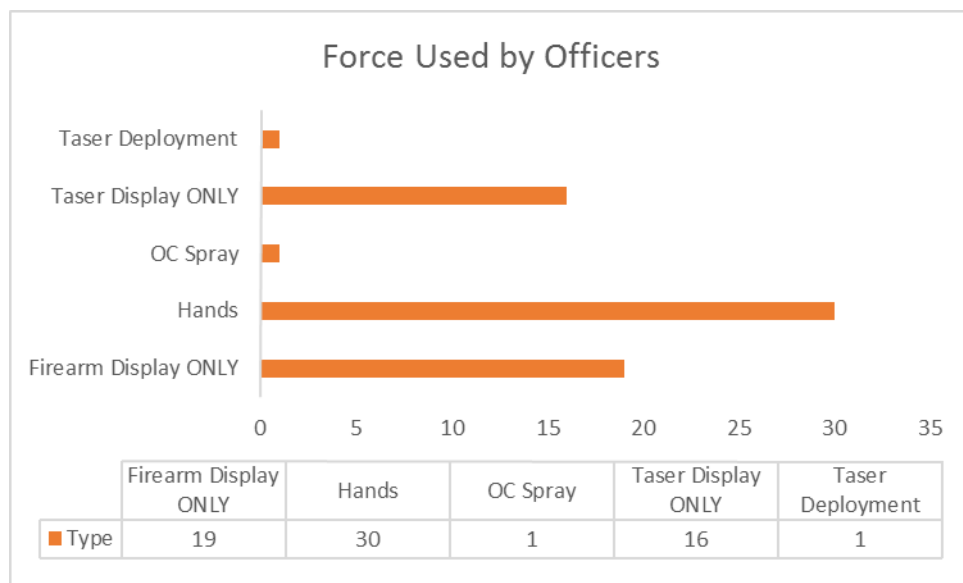
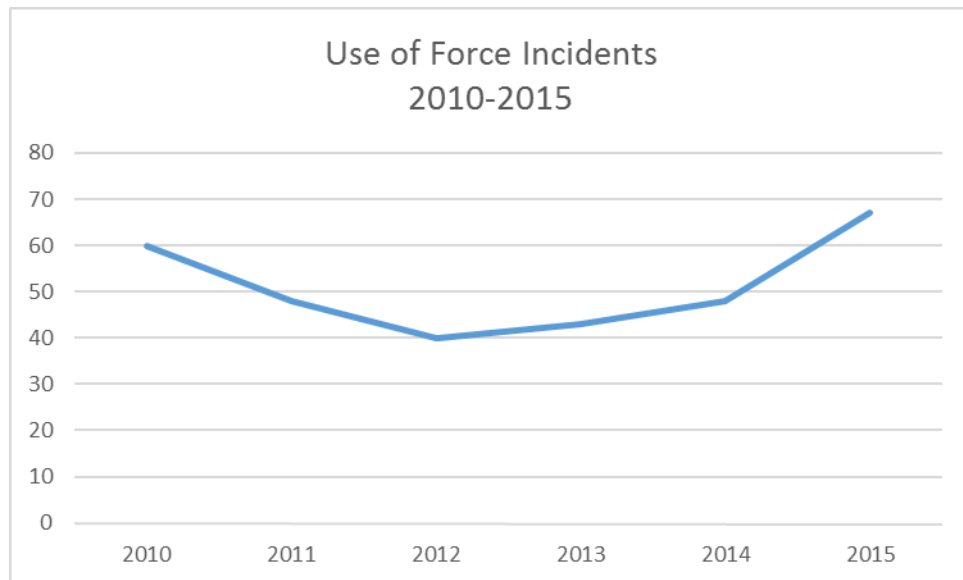
There were 17 reported incidents where Officers utilized their department issued Tasers. The majority of reports involved Taser display only (16), and one report of a Taser dart deployment. Overall, there were 7 more incidents involving the use of a Taser than in 2014.

Conclusions

There are no apparent equipment needs that would assist Officers in use of force situations, and there is no need for any revisions to the department's Use of Force Policy.

Officers would benefit from reviewing the guidelines for completing and submitting Use of Force Reports. The review could be incorporated in the department's annual in-service training, which would help Officers maintain proficiency with completing Use of Force Reports.





Criminal Investigations



2015
Follow-up Investigations
Criminal Investigation Division

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total Cases Assigned:	928	1,296	1,044
Cases Cleared by Arrest or Exceptional Means:	354	276	337
Unfounded Cases:	146	102	62
 Clearance Rate 2015	 53%	 29%	 38%
 Inactive Cases:	 742	 536	 474
Cases Still Open at end of 2015:	88	107	130
Value of Property Reported Stolen:	\$577,370	\$709,593	\$376,103
Value of Property Recovered:	\$ 91,362	\$91,657	\$ 36,992

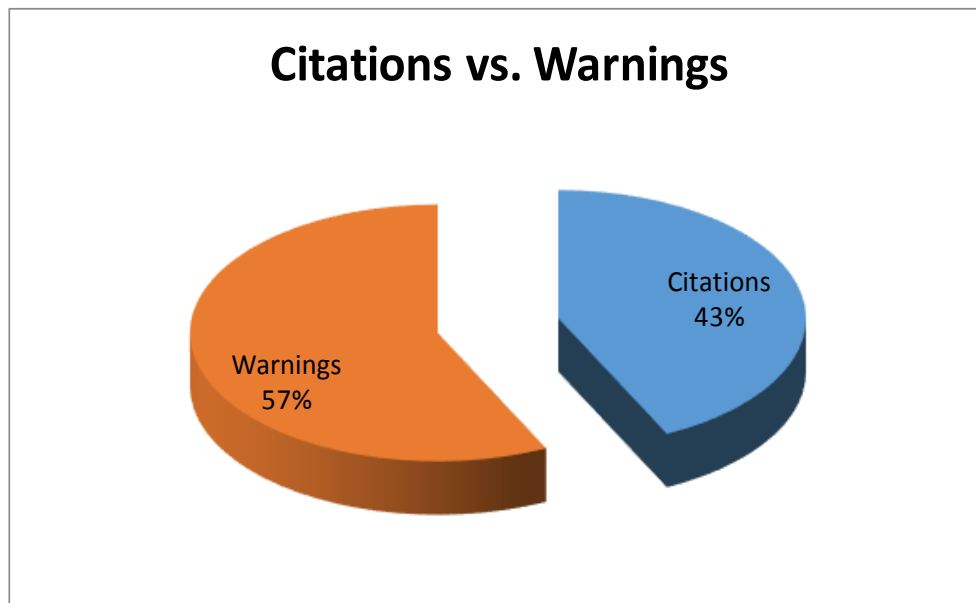
Property & Evidence Room personnel processed **4,375** pieces of property and evidence in 2015.

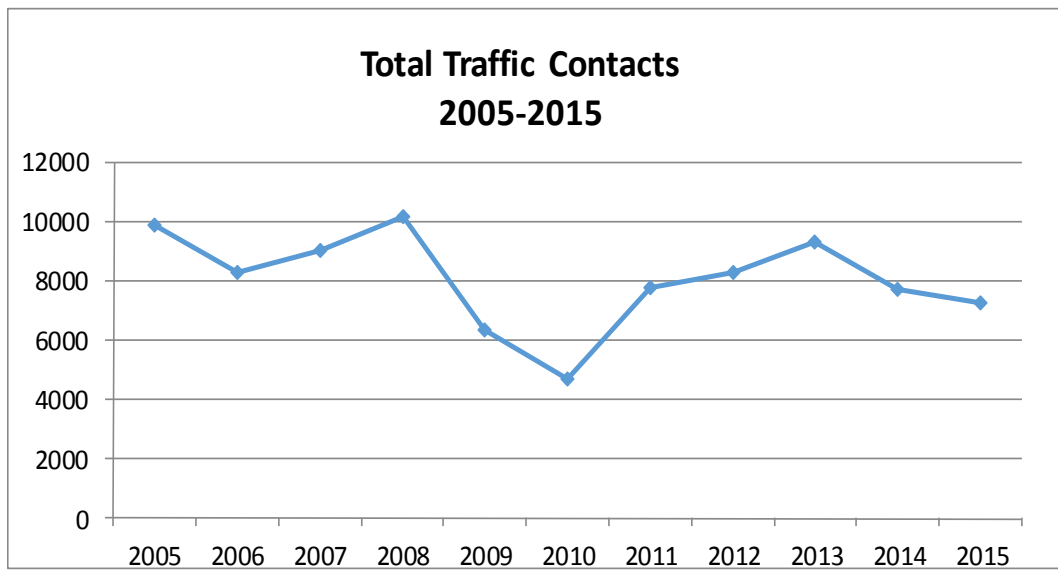
Traffic Contacts



2015 Traffic Contacts

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total Traffic Contacts	4,669	7,732	8,257	9,315	7,669	7,257
Traffic Citations	1,993	2,942	2,834	3,182	2,878	3,105
Traffic Warnings (verbal & written)	2,676	4,790	5,423	6,228	4,791	4,152
% Warnings	57%	62%	66%	66%	62%	57%





Citation Charge Summary Belton Police Department 2015

<u>Violation</u>	<u>Count</u>
Speeding	835
No Driver's License	267
Failure to Maintain Financial Responsibility	255
Expired Vehicle Registration	208
Driving While License Invalid	200
No Seatbelt - Driver	134
Expired Vehicle Inspection	119
Ran Stop Sign	107
Failure to Control Speed	105
Failure to Stop at Designated Point (Stop Sign/Other Traffic Sign)	75
Expired Driver's License	66
Use of Wireless Comm. Device in School Zone	54
Theft Under \$50	47
Possession of Drug Paraphernalia	42
Failure to Yield Right of Way @ Stop Sign	34
Ran Red Light	34
Open Container	33
Assault by Contact/Family Violence	26
Fighting/Affray	24
Theft Under \$100	22
Improper Turn/U Turn	18
Unsafe Lane Change	17
Disregard Official Traffic Control Device	16
Child Not Secure in Booster/Safety Seat	14
Failure to Yield Right of Way Turning Right/Left	14
Solicit Without Permit	14
No Seatbelt - Passenger	13
Failure to Yield Right of Way at Open Intersection	12
Failure to Display License Plate	11
Failure to Present DL	11
Animal at Large	10
Failure to Drive in a Single Lane	10
Display Improper Lights	9
Failure to Yield Right of Way	9
Failure to Signal Lane Change	8

Failure to Signal Turn/Intent	7
Defective Stop Lamp(s)	6
Drove on Improved Shoulder	6
Drove on Wrong Side of Road	6
Drove Wrong Way on One-Way	6
Following Too Closely	6
Minor in Consumption of Alcohol	6
Open Storage	6
Unrestrained Child Under 8 and 4 Ft 9 In	6
Violate Driver's License Restriction	6
Criminal Mischief	5
No License Plate Light (Front/Back)	5
Obscene Language	5
Parked Facing Traffic	5
Turned When Unsafe	5
Assault by Contact	4
Defective Brakes	4
Defective Equipment	4
Defective Head Lamps	4
Expired Temp Tags	4
Improper Use of Seatbelt	4
Minor in Possession of Tobacco	4
No Valid Registration	4
Assault by Threat	3
Backed w/o Safety/Illegally	3
Drove Center Lane (Not Passing/Not Turning Left)	3
Failure to Dim Headlights - Meeting	3
Failure to Stop at Proper Place (Traffic Light)	3
Failure to Yield Intersection	3
Failure to Yield Right of Way to Vehicle in Intersection	3
Illegal Parking	3
Junk Vehicle(s)	3
Minor in Possession of Alcohol	3
No Valid Inspection	3
Obstructed License Plate	3
Tall Grass/Weeds	3
Trash on Premises	3
Turned Left from Wrong Lane	3
Unsafe Speed/Too Fast for Conditions	3
Allowing Unlicensed Driver to Drive	2
Child in Open Bed Under 18YOA	2
Defective Tail Lamp(s)	2
Driving Under the Influence - Minor	2

Duty to Display Lights	2
Failure To Vaccinate Animal	2
Failure to Yield Right of Way to Vehicle Leaving Highway	2
Impeding Traffic	2
No Motorcycle Endorsement	2
Pass in No Passing Zone	2
Pass School Bus While Loading/Unloading	2
Prohibited U-Turn	2
Reckless Damages/Destruction	2
Unsecured Vehicle Load	2
Violate City Ordinance - Park Hours	2
Bike at Night Without Light	1
Blocking Driveway	1
Child 4-17 No Seatbelt	1
Criminal Trespass	1
Defective Exhaust	1
Discharge Fireworks In City Limits	1
Disregard Police Officer/School Crossing Guard	1
Disregard Warning Signs/Barricades	1
Disruption of Classes/Activities	1
Driving Without Headlight(s)	1
Drove on Sidewalk	1
Failure to Cut Grass/Pick up Trash	1
Failure to Give One Half of Roadway (Oncoming)	1
Failure to Obtain Texas DL Within 30 Days	1
Failure to Yield Right of Way (Private Drive/Alley/Building)	1
Failure to Yield Right of Way from Private Property	1
Failure to Yield Right of Way to Vehicle Entering Highway	1
Junkyard	1
Livestock at Large	1
Loud Music/Noise	1
No Helmet	1
Noise Nuisances	1
Open Fire	1
Operate Vehicle Without License Plate/One License Plate	1
Other	1
Parked in Prohibited Area	1
Parked With Wheels over 18" from Curb or Edge of Roadway	1
Parking Without a Permit	1
Turned Right from Wrong Lane	1
Unrestrained Child 8YOA or Older	1
Unsafe Structure	1

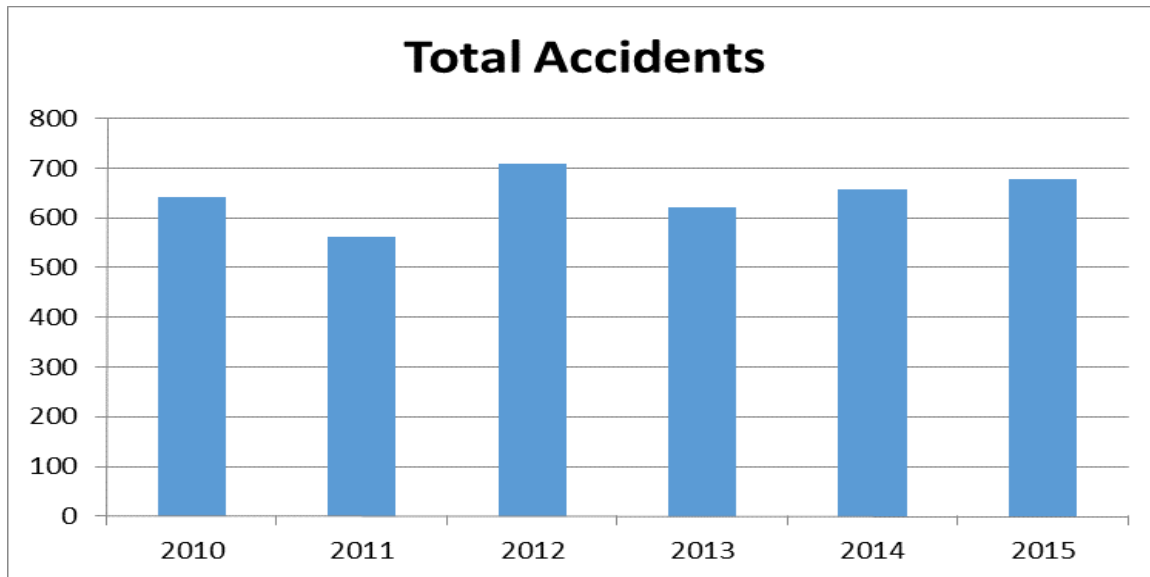
Motor Vehicle Accidents



Motor Vehicle Accidents 2015

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total Accidents	562	587	641	561	710	622*	656	677
Accidents with Injuries	186	218	210	178	286	241	170	208
Accidents with Injuries %	33%	37%	33%	32%	25%	19%	26%	31%
Accidents Involving DWI	5	15	10	17	17	13	19	16
Fatality Accidents	1	0	3	4	3	3	0	2

* Corrected number. 1,286 originally reported in error



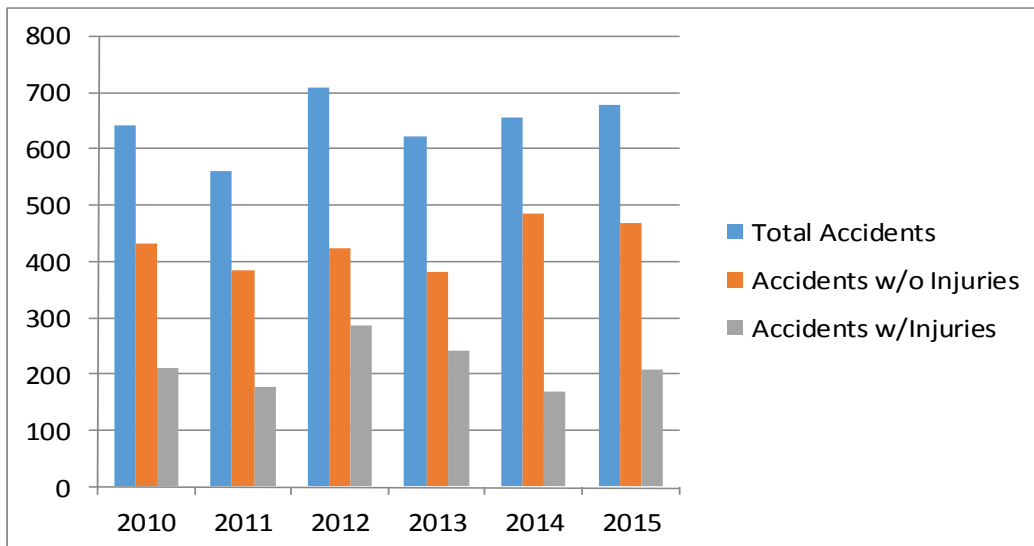
Day of Week with Most Accidents: **Friday**

Time of Day with Most Accidents: **5:00 p.m.**

Most Frequent Accident Locations – 2015

IH-35 (all)
FM 1670 @ US 190
West US 190 Service Road @ South Loop 121
West US 190 Service Road @ South Main
Lake Road (FM 439) @ North Main
N. Main @ Sparta Road
IH-35 @ US 190 (Merge)
Loop 121 @ Sparta Road
W. US 190 @ George Wilson Road
E. 2nd Ave. @ N. Main
E. 6th Ave. @ N. Main

Traffic Accidents Injury Status



Highlights





Department Activity Highlights

JANUARY

- 1/2 2200 S. Pearl – Burglary of a Building
- 1/5 1000 S. Loop 121 – Burglary of a Vehicle
- 1/6 400 W. Ave. C – Burglary of a Habitation
- 1/7 200 Topaz – Family Violence Strangulation / Assault on a Peace Officer
- 1/8 2200 S. IH35 – Burglary of a Vehicle
- 1/9 BPD Storefront Substation - Grand Opening
- 1/10 3000 Oaklawn – Burglary of Vehicle
- 1/12 3300 N. Main – Burglary of a Building
- 1/12 1600 Shady Lane – Meth Arrest/Possession of Firearm by Felon
- 1/14 BPD Addition/Renovation Groundbreaking
- 1/20 200 Kegley – Attempted Burglary of a Habitation
- 1/20 Chief Ellis at Temple Police Academy Teaching Ethics to cadets
- 1/22 1000 Lake Rd. – Burglary of Vehicle in progress arrest
- 1/23 Coffee with a Cop at Fry's Restaurant
- 1/23 200 W. 13th Ave. – Auto Theft (recovered on 1/24 by DPS after a pursuit)
- 1/24 1200 Shady Lane – Burglary of a Vehicle
- 1/24 300 N. Main – Felony DWI arrest
- 1/27 IH35 @ Shanklin Rd. – Meth arrest
- 1/27 Intruder Assessment of all BISD campuses
- 1/27 800 US190 – Meth arrest
- 1/28 Citizen Police Academy #6 began
- 1/31 US190 @ Loop 121 – Meth arrest
- 1/31 3500 S. IH35 – Sexual Assault investigation

FEBRUARY

- 2/1 1700 Taylor's Valley Rd. – Meth Arrest
- 2/1 1200 Brazos – Burglary of Vehicle in progress, suspect later arrested
- 2/2 405 Sagebrush – Burglary of Vehicle, suspect arrested
- 2/2 1100 W. Ave D. – Burglary of Vehicle, suspect arrested
- 2/5 1500 W. Ave. O – Aggravated Assault with a firearm
- 2/7 700 W. Loop 121 – Burglary of a Building
- 2/9 1100 Connell – Meth Arrest
- 2/9 600 Elmer King Rd. – Burglary of a Habitation
- 2/10 Presentation of Council of Annual Report and Racial Profiling Report
- 2/10 3300 N. Main – Burglary of a Building
- 2/11 NCIC/CJIS Compliance Audit of BPD
- 2/11 Former President George W. Bush at UMHB
- 2/11 US 190 @ Boxer Rd. – Indecent Exposure investigation

- 2/13 1400 Magnolia – Felony DWI with a Child Passenger
- 2/16 US 190 @ Simmons Rd. – Meth Arrest
- 2/21 US 190 @ Loop 121 – Felony DWI with a Child Passenger
- 2/21 1000 Terra Alta – Burglary of a Building
- 2/22 1600 Oleta – Burglary of a Habitation
- 2/23 Ice Storm
- 2/23 400 S. Main – Aggravated Assault with a Hammer and a Firearm
- 2/24 1100 Shady Ln. – Injury to a Child investigation
- 2/25 600 S. Davis – Sexual Assault investigation
- 2/27 Police Entrance Exam – 154 applicants, 95 showed for testing, 66 passed physical agility, and 45 passed written exam
- 2/27 Lt. Larry Berg graduated from the Leadership Command College at Sam Houston State University
- 2/27 400 N. Smith – Arson investigation
- 2/28 Hope for the Hungry 5K event

MARCH

- 3/2 500 E. 2nd – Sexual Assault investigation
- 3/3 200 W. Ave. D – Burglary of Vehicle
- 3/6 3500 S. IH-35 Sexual Assault (occurred 10 yrs ago)
- 3/1-3/15 Warrant Round-up – 244 warrants cleared
- 3/7 300 W. Loop 121 – Meth Arrest x2
- 3/7 400 N. Loop 121 – Indecency with a Child investigation
- 3/7 500 Dusty Trail – Burglary of a Vehicle
- 3/8 1600 Connell – Suicidal Subject with a gun, resolved after 2 hours of negotiations
- 3/8 700 Surghnor – Deadly Conduct (Drive-by Shooting) investigation
- 3/8 600 N. Main – Suicidal subject stabbed himself 13 times in the neck
- 3/9 2400 N. Main – Meth arrest
- 3/10 3600 Auction Barn Rd. – Burglary of a Building
- 3/13 600 S. Main – Burglary of a Building
- 3/16 700 Surghnor – Burglary of a Vehicle
- 3/16 5700 US 190 – Meth arrest and vehicle seized
- 3/19 G. Wilson @ US 190 – Meth arrest and evading on foot
- 3/19 B-3 Neighborhood meeting
- 3/20 700 Marshall – Burglary of a Vehicle
- 3/20 3200 Bower Ct. – Burglary of a Vehicle
- 3/21 1900 Liberty Hill – Auto Theft
- 3/22 1700 E. 6th Ave. – Two Burglary of Vehicles
- 3/23 600 N. Main – Large fuel spill by tanker truck
- 3/23 200 W. Loop 121 – Stolen trailer (recovered on 3/24)
- 3/23 700 E. 2nd Ave – Stolen ATV from Lampasas recovered
- 3/24 100 S. IH-35 – Felony Theft from a vehicle
- 3/24 700 W. 2nd Ave. – Auto Theft
- 3/25 3500 S. IH-35 – Fatality accident
- 3/26 Belton 101 new employee orientation
- 3/26 IH-35 bridge collapse in Salado effecting traffic in Belton for 18 hours

- 3/31 300 W. Loop 121 – Deadly Conduct with shots fired

APRIL

- 4/1 700 W. Ave D. – Aggravated Assault investigation
- 4/1 Coffee with a Cop at Housing Authority
- 4/2 Citizens Police Academy #6 graduation
- 4/3 600 US 190 – Meth arrest, 15.5 grams
- 4/6 300 W. 1st Ave. – Burglary of a Habitation with intent to commit Assault, 2 arrests
- 4/8 600 Lake Rd – Felony Unlawful Restraint arrest
- 4/10 200 Rabern Ct – KKK flyers placed on vehicles in various locations around Belton
- 4/10 Coffee with a Cop at HEB
- 4/11 5800 US 190 – Burglary of a Vehicle
- 4/12 2500 N. Main – Burglary of a Building
- 4/15 1102 E. 2nd Ave. – Aggravated Assault investigation
- 4/16 1100 Shady Lane – Burglary of a Vehicle
- 4/17 700 Surghnor – Burglary of a Vehicle
- 4/17 500 E. 25th Ave. – Deadly Conduct (Shooting) investigation
- 4/17 200 Grove Rd. – Discovery of **28 lbs** of Marijuana by Chico
- 4/20 300 S. Pearl – Burglary of a Habitation and Vehicle
- 4/20 2800 Dunns Canyon – Burglary of a Building
- 4/21 First training day in new classroom buildings
- 4/20-4/30 In-service training for all BPD officers over four sessions of two 12-hour days each
- 4/22 1400 E. Central – Felony Theft
- 4/23 500 Hander – Structure Fire
- 4/23 1100 Mary Jane – Numerous calls at Boarding House in former Crestview Manor
- 4/25 2800 S. IH-35 – Aggravated Robbery during theft of gas
- 4/26 600 N. Main – Cocaine possession arrest
- 4/26 200 Lake Rd. – Deadly Conduct investigation (shot fired through wall of apt)
- 4/27 300 W. Ave C – Burglary of a Building
- 4/29 600 Tumbleweed – Burglary of a Vehicle
- 4/30 300 S. Pearl – Burglary of a Habitation

MAY

- 5/1 1500 W. Ave. O – Robbery of an individual
- 5/2 One Community One Day event
- 5/3 1100 Shady Lane – Impersonating a Peace Officer investigation
- 5/4 2200 S. Wall – Burglary of a Habitation
- 5/5 1500 W. Ave. O – Auto Theft, vehicle recovered in Dallas area
- 5/8 600 N. Main – Burglary of a Business (Belton Fast Stop)
- 5/9 1900 Connell – Burglary of a Building
- 5/10-5/16 Police Week (Bell Co. Police Memorial at Killeen PD 5/21)
- 5/10 800 Samuel – Aggravated Assault/Family Violence
- 5/11 190 @ G. Wilson Rd. – Meth Arrest
- 5/11 900 Carla Kay – Sexual Assault investigation
- 5/12 Police Week Proclamation at City Council

- 5/12 700 W. Ave. D – Auto Theft
- 5/12 600 Holland Rd. – Felony Theft
- 5/12 800 N. Beal – Sexual Assault Investigation
- 5/14 900 S. Main – Burglary of a Building
- 5/14 500 E. 4th Ave. – Burglary of a Vehicle
- 5/16 1600 E. 6th Ave. – Death Investigation (Suicide via hanging)
- 5/17 1900 Connell – Burglary of a Vehicle
- 5/18 300 N. Main – Burglary of a Vehicle
- 5/18 800 MLK Dr. – Burglary of a Vehicle
- 5/19 Flood Event
- 5/22 1200 Wheat Rd. – Burglary of a Business
- 5/22 1700 Freedom Loop – Burglary of a Vehicle
- 5/22 400 W. Ave. C – Burglary of a Vehicle
- 5/22 400 W. Ave C. – Burglary in Progress, known suspect
- 5/23 1300 Nolan Court – Death Investigation (infant)
- 5/23 Flood Event
- 5/25 Flood Event – Tornado Warning
- 5/27 200 Topaz – Burglary of a Habitation
- 5/27 600 E. 6th Ave. – TPD Pursuit that ended in Belton and accidental firearm discharge by TPD
- 5/28 800 W. Ave. I - Unlawful Restraint/Family Violence
- 5/28 300 N. Main – Burglary of a Vehicle
- 5/29 900 Moore St. Assisted UMHB with abandoned new born infant
- 5/29 300 W. 1st Ave. – Burglary of a Habitation
- 5/29 1900 G. Wilson Rd. – Burglary of a Vehicle
- 5/30 2 New Cadets start at BPD: Glen Bennett & Jason Wimbish
- 5/31 1200 IH35 – Recovered Stolen gun from Temple, 2 arrests

JUNE

- 6/1 Chisholm Trail Park – Burglary of Vehicle x2
- 6/2 2300 S. Pearl – Felony Theft
- 6/3 800 W. Ave I – Burglary of a Habitation
- 6/3 1700 Sparta Rd – Burglary of Vehicle x2
- 6/4 300 N. Pearl – Burglary of a Habitation
- 6/4 600 E. Central – Forgery/Counterfeiting, suspect identified
- 6/6 1500 W. Ave. O – Aggravated Assault/Family Violence
- 6/7 Bell County Expo – Disturbance involving a firearm over road rage incident
- 6/8 Youth Police Academy and Explorer Academy programs start
- 6/9 800 Waco Rd. – Terroristic Threat
- 6/10 109 W. Ave. O – Burglary of a Building
- 6/11 1300 Old Ave. D – Vehicle Fire, recovered stolen car from Morgan's Point
- 6/13 1900 George Wilson Rd. – Forgery/Counterfeiting
- 6/15 1000 Arbor Park Dr. – Burglary of a Building
- 6/15 2800 N. Main – Forgery/Counterfeiting
- 6/16 Flood Warning due to Tropical Storm Bill
- 6/17 1000 Terra Alta – Burglary of Vehicle
- 6/18 1500 W. Ave. O – Stolen Vehicle

- 6/19 1800 Liberty Hill – Burglary of Vehicle x2
- 6/21 200 Rabern Court – Burglary Vehicle x3
- 6/21 6000 US 190 – Burglary of a Habitation
- 6/22 1100 N. Beal – Stolen Motorcycle
- 6/22 200 Rabern Court – Burglary of Vehicle x2
- 6/22 400 E. Loop 121 – Aggravated Assault with a Firearm
- 6/23 1600 E. 6th Ave. – Aggravated Assault with a Firearm
- 6/23 300 E. Ave. R – Stolen Vehicle
- 6/25 700 Surghnor – Burglary of Vehicle
- 6/28 2700 Kneese – Theft from bed of truck
- 6/28 700 Hughes – Burglary of a Habitation, suspect apprehended

JULY

- 7/1 Parade Safety meeting with area public safety agencies
- 7/1 300 S. Davis – Burglary of Vehicle in progress, suspect arrested
- 7/4 4th of July Parade – 56 BPD Staff and Volunteers involved
- 7/4 Frank's Marina – Burglary of Vehicle x2
- 7/4 1516 W. Ave O – Burglary of Habitation
- 7/7 1300 Shady Ln. – Burglary of Habitation
- 7/8 800 Sagebrush (SBMS) - Burglary
- 7/8 1800 N. Beal – Felony Aggravated Assault/ Family Violence
- 7/8 600 S. Davis – Burglary of Vehicle
- 7/9 600 Lake Rd (BHS) – Burglary at Athletic Building
- 7/9 2500 N. Main – Burglary of Vehicle
- 7/9 3200 Countryside Ln. – Burglary of Vehicle
- 7/10 3800 Village Hill – Burglary of Vehicle
- 7/10 600 Surghnor – Burglary of Vehicle
- 7/11 BPD wins 1st Place at HEB Salsa Contest
- 7/15 2600 Tanglewood – Burglary of Vehicle
- 7/15 200 N. IH-35 – Unlawful Restraint / Family Violence
- 7/16 2000 Connell – Felony Theft
- 7/22 Belton 101 – New Employee Orientation
- 7/23 100 Comay – Burglary of Habitation
- 7/23 400 Collette – Burglary of Vehicle x4
- 7/23 500 E. Ave C – Felony Theft of tires from BCYC buses
- 7/24 Coffee with a Cop at River Springs Apartments
- 7/25 Coffee with a Cop at Fry's Restaurant
- 7/26 800 Shady Lane – Burglary of Vehicle
- 7/26 700 E. Ave. N – Burglary of Vehicle
- 7/28 800 Shady Ln. – Injury to a Child
- 7/29 1800 Connell - Suicide
- 7/29 3200 Miller - Burglary of Vehicle x2
- 7/30 2000 S. Wall – Burglary of Vehicle x 2
- 7/31 150 W. Amity – Burglary of Business
- 7/31 300 Goodway – Burglary of Business

AUGUST

- 8/3 600 Lake Rd – Felony Theft
- 8/3 3500 IH35 – Burglary of a Building
- 8/3 1100 Lindsay Circle – Unlawful Restraint/Family Violence
- 8/4 2000 S. IH35 – Burglary of Vehicle
- 8/6 200 Rabern Court – Burglary of Vehicle
- 8/6 300 E. Ave S – Theft and recovery of stolen trailer, 1 arrested
- 8/7 700 E. Ave. N – Engaging in Organized Criminal Activity, shots fired on BMV
- 8/8 8000 S. IH35 – Impersonating Peace Officer
- 8/9 2600 N. Main – Burglary of Vehicle
- 8/10 300 Burnet – Burglary of Vehicle with 2 arrests
- 8/11 1100 Leon – Arson/Family Violence, ex-husband attempted to burn vehicle
- 8/14 1500 S. IH35 – Burglary of Building
- 8/14 100 Lake Rd – DWI Extreme arrest
- 8/15 2500 N. Main – Possession Stolen Property arrest
- 8/15 400 S. Main – Burglary of a Habitation
- 8/15 800 Waco Rd – Burglary of Vehicle
- 8/16 400 E. 14th Ave. – Burglary of Vehicle x2
- 8/16 1000 N. Wall – Burglary of Vehicle
- 8/16 3200 Lake Park Road – Felony Theft of boat motor
- 8/16 100 Lake Rd. – DWI and violent felon warrant arrest
- 8/16 1300 N. Wall – Burglary of Vehicle
- 8/18 1600 Tremont – Burglary of Building
- 8/18 600 6th Ave. – Burglary in Progress with 1 arrested
- 8/22 407 S. Pearl – Indecency with a Child
- 8/23 1300 Comay – Burglary of Vehicle
- 8/23 1600 S. Wall – Burglary of Building
- 8/23 1100 Shady Ln – Burglary of a Habitation
- 8/24 300 Burnett – Felon in Possession of Firearm arrest
- 8/24 6800 US 190 – Aggravated Sexual Assault of a Child
- 8/27 2200 Legacy Landing – Two stolen cars with one containing a firearm, one car recovered
- 8/27 Assassination of Harris County Deputy Darren Goforth
- 8/30 3300 N. Main – Burglary of Vehicle
- 8/30 2200 S. Wall – Arson, 3 juveniles charged
- 8/31 1500 W. Ave. O – Burglary of Building
- 8/31 200 Shanklin – Aggravated Assault with firearm

SEPTEMBER

- 9/1 1800 N. Main – Auto/Bicycle Accident with BPD Unit
- 9/2 2200 S. Pearl – Arson of Mailbox 10YOA
- 9/2 1600 Tremont – Burglar of Building
- 9/4 1100 Mitchell Circle – Indecency with Child
- 9/4 BPD - 11 AM Honor for Deputy Goforth (2 Honor Guard Funerals)
- 9/7 IH35 @ Central – Accident closed the Loop for 2 hours on Labor Day
- 9/3 700 W. Avenue H – Burglary of Habitation

- 9/3 200 N. Penelope - BMV (Unlocked)
- 9/3 3200 West Hwy 190 – Burglary of Building
- 9/8 2600 North Main – BMV (Unlocked)
- 9/4-9/6 STEP Traffic Enforcement for DWI - 8 arrests
- 9/11 9-11 Ceremony - hosted at the Mayborn Ctr. UMHB
- 9/11 Lunch served to all “First Responders” Harper-Talasek Funeral Home
- 9/11 300 W. 1st Avenue – BMV (unlocked)
- 9/11 300 N. Main – Burglary of Building
- 9/12 1700 Taylors Valley – Stolen Car
- 9/12 1800 S. Wall – Arson at Tiger Splashpad (trash can)
- 9/12 1500 N. Main – Felony DWI
- 9/13 IH 35 @ 6th – Felony DWI with child in car
- 9/13 2000 w/ Hwy 190 – Terroristic Threat Family Violence
- 9/15 2200 Legacy Landing – BMV (unlocked)
- 9/16 900 W. Avenue B – Burglary of Habitation
- 9/17 1100 Industrial – recovered stolen trailer
- 9/17 Officer Murray bitten by rattlesnake
- 9/17 200 Raebern Ct. – Stolen/recovered motorcycle
- 9/18 2600 N. Main – Meth/Shoplifting Arrest
- 9/18 800 Shady Lane – FV Strangulation
- 9/18 4500 West Dr. – Burglary of Habitation
- 9/19 1200 W. Avenue O – Arson of Vehicle
- 9/23 2200 Lagacy Landing – BMV (Unlocked)
- 9/24 800 Shady Lane – Burglary of Habitation
- 9/27 200 W. Avenue - Burglary of Habitation
- 9/26 1100 Shady Lane – Aggravated Assault
- 9/28 190 @ 1670 – Felony DWI Child Passenger
- 9/30 900 S. Main – Robbery

OCTOBER

- 10/1 400 Lake Rd – Burglary of Vehicle (unlocked)
- 10/2 United Way Day of Caring – 9 members of BPD Staff participated
- 10/3 I-35 at Central – DWI Felony with Child arrest
- 10/3 1900 G. Wilson Rd. – Burglary of a Building
- 10/6 National Night Out – 23 block parties
- 10/6 2200 Legacy Landing – Recovered stolen firearm
- 10/7 500 Dusty Trail - Burglary of Vehicle (unlocked)
- 10/8 3300 Ten Bits - Burglary of Vehicle (unlocked)
- 10/8 600 N. Main – Fuel spill from tanker truck
- 10/8 600 Lake Rd. – Burglary of a Building
- 10/9 2000 Silver Spur – 6 foot rattlesnake removed from front porch
- 10/11 2600 N. Main - Burglary of Vehicle (unlocked)
- 10/11 800 Samuel – Burglary of a Habitation
- 10/12 500 E. Ave. J – Aggravated Assault with Firearm arrest x2
- 10/12 1100 Shady Lane – Deadly Conduct with Firearm
- 10/12 1200 Frio – Burglary of Vehicle (unlocked)

- 10/17 300 W. Ave. J – Evading arrest in stolen vehicle (suspect arrested 10/26)
- 10/18 1100 Shady Ln. – Burglary of Habitation with intent to commit assault
- 10/19 700 Estate – Forgery/Scam of \$11K
- 10/21 600 Lake Rd – Terroristic Threat at BHS
- 10/22 1500 S. IH-35 – Burglary of a Building
- 10/23 800 E. 2nd Ave. - Burglary of Vehicle (unlocked) Stolen Pistol
- 10/23 600 E. Central - Burglary of Vehicle (unlocked)
- 10/24 Flood Event
- 10/24 400 W. Ave O – Structure Fire at CenTex Insulation
- 10/26 Manhunt of Cody Smith, apprehended in Temple after he shot at US Marshals
- 10/26 200 Greenbriar - Burglary of Vehicle (unlocked)
- 10/27 Walker at Holland Rd. – Deadly Conduct/Endangering a Child, 1 arrest
- 10/27 2200 Montrose - Burglary of Vehicle (unlocked)
- 10/28 Line of Duty Death – Bell County Deputy Constable Jeff Radford
- 10/28 2300 N. Main - Burglary of Vehicle (unlocked)
- 10/28 1200 Sharon Rd. – Burglary of a Habitation
- 10/29 2400 Taylor's Valley Rd. – Burglary of a Building
- 10/30 Deputy Constable Radford's Funeral
- 10/30 3800 US Hwy. 190 – Burglary of a Habitation
- 10/31 400 N. Wall - Burglary of Vehicle (unlocked)
- 10/31 Marlin Police Chief Darrell Allen shot

NOVEMBER

- 11/1 100 Kegley – Burglary of Vehicle (unlocked)
- 11/1 1800 Liberty Hill - Burglary of Vehicle (unlocked)
- 11/2 3800 N. Main – Burglary of a Habitation
- 11/4 1100 Shady Ln. – Burglary of a Habitation
- 11/5 600 Lake Rd – Enticing a Child Investigation
- 11/5 5000 Katy Pauline – Auto Theft
- 11/6 2600 N. Main – Aggravated Assault with Vehicle/Family Violence arrest
- 11/7 2500 N. Main – Robbery (strong arm) during purse snatching
- 11/8 2600 N. Main – Meth arrest (4 grams)
- 11/9 900 E. Central – Auto Theft
- 11/9 2100 N. Main – Felony Theft
- 11/9 US 190 @ Simmons – Meth arrest
- 11/10 3200 US 190 – Auto Theft
- 11/10 200 E. 11th Ave. – Burglary of a Habitation
- 11/12 500 Center Street - Burglary of Vehicle (unlocked)
- 11/12 400 Alexander - Burglary of Vehicle (unlocked)
- 11/12 400 N. Penelope – Burglary of a Habitation
- 11/13 1100 Shady Ln. – Burglary of a Habitation
- 11/14 2200 Montrose - Burglary of Vehicle (unlocked)
- 11/15 500 S. Main – Burglary of a Building (Mi Pueblo)
- 11/15 500 E. Central – Burglary of a Building (Jalisco)
- 11/15 400 E. 14th - Burglary of Vehicle (unlocked)
- 11/15 1100 Leon - Burglary of Vehicle (unlocked)

- 11/16 700 Mary Jane - Burglary of Vehicle (unlocked)
- 11/16 600 N. Wall - Burglary of Vehicle (unlocked)
- 11/17 200 N. Smith - Burglary of Vehicle (unlocked)
- 11/19 700 Mitchell - Burglary of Vehicle (unlocked)
- 11/19 100 W. 13th - Burglary of Vehicle (unlocked)
- 11/19 200 N. I-35 – Felony Theft
- 11/21 700 E. Estate - Burglary of Vehicle (unlocked)
- 11/21 800 N. Main - Burglary of Vehicle (unlocked)
- 11/21 600 E. 6th – Burglary of a Building (Golden Chick)
- 11/21 3700 Pine Terrace - Burglary of Vehicle (unlocked)
- 11/21 2100 Elm Grove – Auto Theft
- 11/23 200 N. Burnett - Burglary of Vehicle (unlocked)
- 11/23 1700 S. Penelope - Burglary of Vehicle (suspect arrested)
- 11/25 2500 Lake Rd – Burglary of a Building (Nomads)
- 11/28 1500 S. IH-35 – Sexual Assault investigation
- 11/29 800 W. 7th Ave. – Burglary of a Habitation
- 11/30 100 Circle Drive – Auto Theft (recovered with 1 arrest)
- 11/30 100 Circle Drive - Burglary of Vehicle (unlocked)
- 11/30 500 E. 12th - Burglary of Vehicle (unlocked)

DECEMBER

- 12/1 3000 Tanglewood – Subject high on PCP, extremely violent. Numerous officers needed to subdue and EOD.
- 12/4 1300 E. 6th Ave. – Burglary of a Building
- 12/5 Christmas on the Chisholm Trail
- 12/5 Christmas on the Farm
- 12/5 1200 S. Pearl – Burglary of a Vehicle (unlocked)
- 12/7 I35 @ Shanklin – Loose livestock on interstate kept officers tied up for hours.
- 12/9 100 Wolverton – Structure Fire
- 12/9 600 E. 8th – Auto Theft (recovered)
- 12/9 2200 Montrose Place – Death Investigation, 47 year old
- 12/9 3200 Countryside Ln – Deadly Conduct/Cruelty to Animals investigation
- 12/10 1800 US 190 – Burglary of a Vehicle (unlocked)
- 12/11 1000 Arbor Brook - Recovered stolen firearm
- 12/11 1000 Waco Rd. – Burglary of a Habitation
- 12/11 800 Shady Ln. – Death Investigation, 46 year old
- 12/16 US 190 @ Merge – Fatality accident
- 12/16 2300 Taylor's Valley Rd – Burglary of a Building at Belco
- 12/16 1200 Penelope - TPD Pursuit ended in Belton, suspect arrested
- 12/17 1200 W. Ave. C – Burglary of a Habitation
- 12/18 1800 S. Pearl – BPD arrested murder suspect for Hearne PD
- 12/18 2100 Lincoln Ct. - Burglary of a Vehicle (unlocked)
- 12/18 1500 W. Ave. O – Aggravated Assault with baseball bat, suspect arrested
- 12/21 500 W. Loop 121 – Burglary of a Building (storage unit)
- 12/21 2000 Connell – Burglary of a Building
- 12/22 800 Shady Ln. – Burglary of a Habitation

- 12/23 1200 Forest - Burglary of a Vehicle (unlocked)
- 12/23 300 W. 1st. - Burglary of a Vehicle (unlocked)
- 12/24 600 Richardson - Burglary of a Vehicle (unlocked)
- 12/24 900 W. Ave. I - Burglary of a Vehicle (unlocked)
- 12/25 3500 Opal – Burglary of a Building
- 12/25 1100 Shady Ln. – Injury to a Child
- 12/26 900 E. Central – Aggravated Robbery at CEFCO, suspect apprehended
- 12/29 300 W. 1st. – Burglary of a Building
- 12/30 1200 Leon – Deadly Conduct, vehicle shot at



Awards & Recognitions



1st Place – Most Original 4th of July Parade - 2015

2015 Awards & Recognitions



Officer of the Quarter – 1st Quarter, 2015

Detective Richard Murray was selected as *Officer of the Quarter – 1st Quarter 2015* by the BPD Awards Committee for his actions on March 8th, 2015, when he provided needed assistance to a suicidal subject. Officer Murray acted upon receiving a call, notifying us that there was a suicidal subject. It was reported the subject was armed with a handgun and was fearful of the police. As the event unfolded the subject's family members were removed from the residence and escorted to safety. It was discovered the subject left the residence out the backdoor. The subject was communicating with his pastor. His pastor stated the subject was walking around with the handgun in the woods behind the residence. Officer Murray was able to initiate communication with the subject and develop a trusting relationship. After several hours of intense negotiations, Officer Murray was able to talk the subject out of the woods and into face to face conversation. The Belton Police Awards Committee noted their recommendation for this award the following: *"The professionalism, empathy, and compassion shown by Officer Murray in this tense situation are a credit to him and the Belton Police Department"*.



Officer of the Quarter – 2nd Quarter, 2015

Sergeant Daniel Aguirre was selected by the Awards Committee to receive the *Officer of the Quarter Award* for the 2nd quarter 2015. This recommendation was based on his exceptional display of leadership during a tense situation on May 6, 2015. Sgt. Aguirre and other officers responded to a critical incident which occurred near the Cinco de Mayo celebration at Yettie Polk Park. A man was disrupting the event and under the leadership of Sgt. Daniel Aguirre officers were able to safely detain the male. A citizen noted that officers displayed exceptional restraint despite the man's aggressive actions. Sgt. Aguirre also received an award from the Sons of the American Revolution for this incident.



Officer of the Quarter – 3rd Quarter, 2015

Members of the Direct Action Response Team (DART) assignment during the month of July 2015, were selected as Officers of the Quarter for the 3rd Quarter 2015. This team included: Sgt. William Hamilton, Officer Anthony Adame, Officer Ben Rieves, Detective Joseph Chapa, Detective Richard Murray and his partner “Chico.” During the month of July, in eight days the DART team arrested 25 suspects. Four of the arrests were for felony possession of a controlled substance. Eleven of the arrests were for drugs. They recovered a stolen trailer and numerous pieces of stolen property. They were able to establish several links to other cases. K-9 Officer “Chico” racked up 20 deployments. Drug houses and known criminals were targeted. DART focused their efforts on reducing night time burglaries. The team was dedicated in reducing crime, one case, one traffic stop, one contact at a time. They displayed tenacity and pursued leads relentlessly. They never stopped because the clock said the shift was over. They worked until all the work was done. There is no way to measure all the crime their efforts may have prevented, but their work did not go unnoticed.





Officer of the Quarter – 4th Quarter, 2015



Reserve Officer Tammy Jo McCleney has been selected by the Awards Committee to receive the Belton Police Department's Officer of the Quarter. This recommendation is based on her dedication and compassion toward the elderly residents in Belton. As a coordinator for the RU OK? program, she enthusiastically grew the program, but more importantly served the customers in a caring, compassionate way. She was instrumental in the Silver Santa program which brought much joy to the elderly residents. The amount of thanks displayed by the recipients was overwhelming. She also displayed dedication and professionalism in coordinating the volunteer efforts for events like Christmas on the Chisolm Trail. She worked closely with the organizers to ensure a safe and fun event for the residents of the city. She is a credit to the department and for this reason deserves the recognition as Officer of the Quarter – 4th Quarter.



Elks Lodge Annual Peace Officer Award-2014

Officer Mario Guevara received the 16th Annual Temple Elks Lodge Peace Officer Award during their annual awards banquet for police, fire, and EMS. The Belton Police Awards Committee nominated Officer Guevara for this recognition based on the outstanding customer service he provided during the year as illustrated by comments from two residents.

Knights of Columbus Officer of the Year, 2015

Detective Joseph Chapa was nominated for this recognition by the Belton Police Awards Committee. This nomination is based on “exceptional dedication and service to the department and the community” during this past year. The Awards Committee noted in their nomination, “Det. Chapa has repeatedly and consistently set a pattern of professionalism. His dedication and attention to detail is evidence of his work ethic and personal character.” The following performance actions were noted by the Awards Committee as additional reasons for his selection for this award:

- Selection as *Officer of the Quarter* for both the fourth quarter of 2013 and the first quarter of 2014.
- A Lifesaving Award for saving a choking toddler on March 21, 2014.
- Safely taking a knife wielding suicidal subject into custody on April 19, 2014.
- Selection as Belton PD's *Officer of the Year* – 2014.





Officer of the Year, 2015



Officer Anthony Adame has been selected by the Awards Committee to receive the Belton Police Department's Officer of the Year. This recommendation is based on his prevention focused policing. Officer Adame consistently conducts self-initiated arrests. In 2015 Officer Adame was responsible for 202 arrests. His dedication to public safety and the value he places on his daily duties are commendable. He consistently shows a strong commitment to the policies and values of the Department. Officer Adame works closely with other officers to establish intelligence and liaisons with other agencies to reduce drugs activities. Officer Adame often volunteers for additional assignments like DART team and DWI interdiction. He was on the DART team that received recognition in 3rd Quarter for the arrest of 25 suspects and the recovery of stolen property. He continued his efforts during the Labor Day weekend when he teamed with Sgt. Prestin and conducted nearly fifty traffic stops, leading to the arrest of eight people to include three DWI's. Officer Adame is a credit to the department and defines the term "hard working".



Chiefs Award – 2015

The Chief's Award is given to a citizen who has made substantial contributions to the public safety mission. The following individuals will be recognized with this award at the Annual Citizens Police Academy Graduation and Police Awards Night on March 31, 2016:

CHIPS Volunteer Roxanne Sanders is receiving this recognition for bringing McGruff the Crime Dog mascot out of retirement.

CHIPS Volunteer Debbie Smith is receiving this recognition for her efforts to support the E-Watch program by single handedly putting together well over a 1000 E-Watch signs.

Glenn Muse with Texas Pictures is being recognized for donating his time and talents by producing professional videos for the RU OK? Program and for Silver Santa.

Byron Sinclair is being recognized for leading the efforts to construct the Central Texas Regional Law Enforcement Training Facility (range). Byron and his team went above and beyond to enhance the elements of this first class facility.



Distinguished Service Medal

CHIPS Volunteer Anita Wyatt will receive BPD's highest service award for volunteering over 1,000 hours in 2015.

Reserve Officer Tammy Jo McCleney will be recognized with BPD's highest service award for her dedicated service in leading the RU OK? Program and in enhancing it to where we are serving over 130 senior adults living alone. Officer McCleney also led the efforts to create the Silver Santa program to bring Christmas joy to our seniors in the RU OK? program.



Medal of Merit

CHIPS Volunteer Davis Pruitt will be recognized with this award for enhancing the CHIPS presence at community events and patrols in City parks. Davis volunteered over 250 hours in 2015, and he is currently spending his free time to build a custom tractor to tow the BPD Chisholm Trail Express (Barrel Train).



Commendation Medal

The following CHIPS Volunteers brought substantial credit upon themselves and furthered BPD's community outreach goals by volunteering over 100 hours in 2015:

Cheryl Grote	Jerry Grote	Ann Locklin	JoAnn Minosky
Davis Pruitt	Roxanne Sanders	Martin Servin	Debbie Smith
Anita Wyatt			

Temple-Belton Exchange Club Award

Officer Ronald Irwin nominated by the Awards Committee for the Exchange Club of Temple/Belton Officer of the Year Award. This nomination was based on his outstanding initiative in leading the Department in the most DWI arrests. His actions showed the high value BPD places on human life. This was the first awards presented by the newly formed Exchange club.



Central Texas Explorer Competition

The Copperas Cove Police Department hosted the inaugural Central Texas Law Enforcement Explorer Competition on June 29, 2015. The Belton Police Explorers placed 2nd overall in the team competition and many of the BPD Explorers placed high in individual competitions. Belton will host the 2nd Annual Central Texas Explorer Competition in June 2016.



Central Texas Annual SWAT Competition

In November 2015, the combined Harker Heights-Belton Police SWAT teams competed in the 4th annual Central Texas SWAT Challenge and took 2nd Place.



Training



2015

Training

Belton Police Officers are required to have 40 hours of continuing education each two-year training cycle, plus any mandatory courses required by the Texas Commission on Law Enforcement (TCOLE). Additionally, Belton officers are required to receive firearms training and qualify with their duty weapon annually. Non-sworn staff are required to attend continuing education courses annually as well. The Texas Recognition program requires annual and semi-annual training on various other topics to include: use of force; defense tactics, first-aid, and racial profiling. BPD conducts an annual “in-service” training consisting of four one-week training sessions. All staff are required to attend at least one of the sessions.

In 2015, Belton Police Department staff attended 5,716 hours of training. This included: 682 hours of in-house training; 1,354 hours in basic training for new officers; and 26 hours of FEMA training. The non-sworn staff of BPD attended 319 hours of training.

One member of BPD, Lt. Larry Berg, became the first person from our agency to graduate from the prestigious Leadership Command College at the Law Enforcement Management Institute of Texas. Lt. Allen Fields completed Module I of LCC in 2015 and plans to graduate in 2016.

Course Topics Included:

Sexual Harassment
Arrest, Search, and Seizure
SWAT
Amber Alert
Interviews and Interrogations
Defense Tactics
Animal Control
Leadership Topics
CPR Certifications



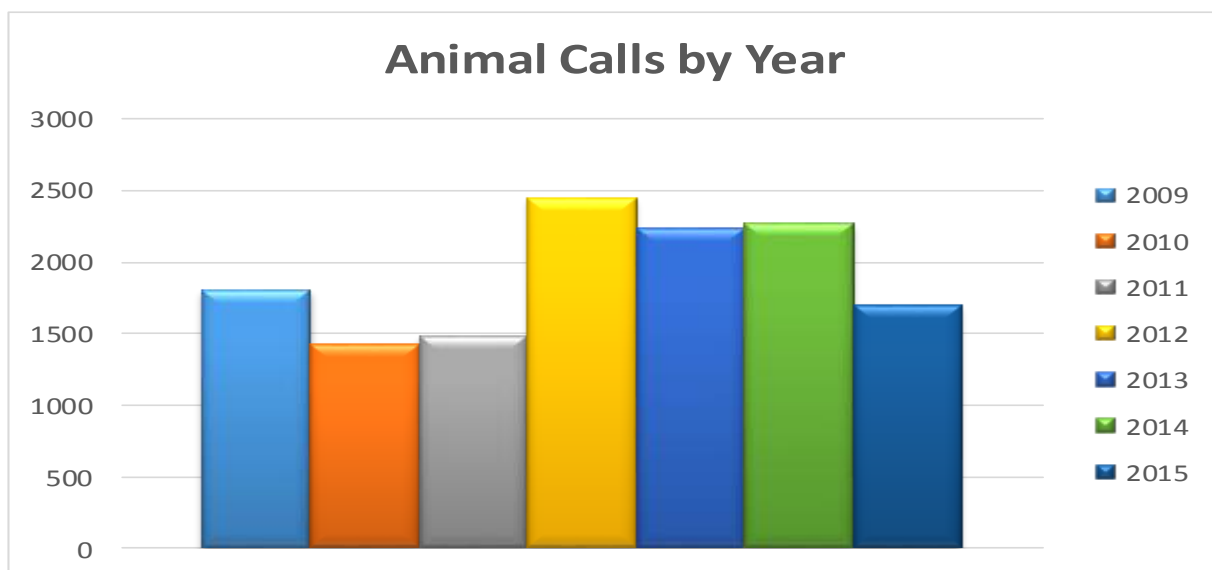
Animal Control



Animal Control

2015 Report

	<u>2013</u>	<u>2014</u>	<u>2015</u>				
Dogs Impounded	525	417	316				
Cats Impounded	368	330	250				
Animals handled (Dogs, Cats, and Wildlife)	1,120	953	714				
Dead animals picked up	153	138	185				
Traps loaned out	85	84	88				
Adoptions	306	135	146				
Total Animal Complaint Calls	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
	1,803	1,421	1,477	2,443	2,232	2,266	1,699



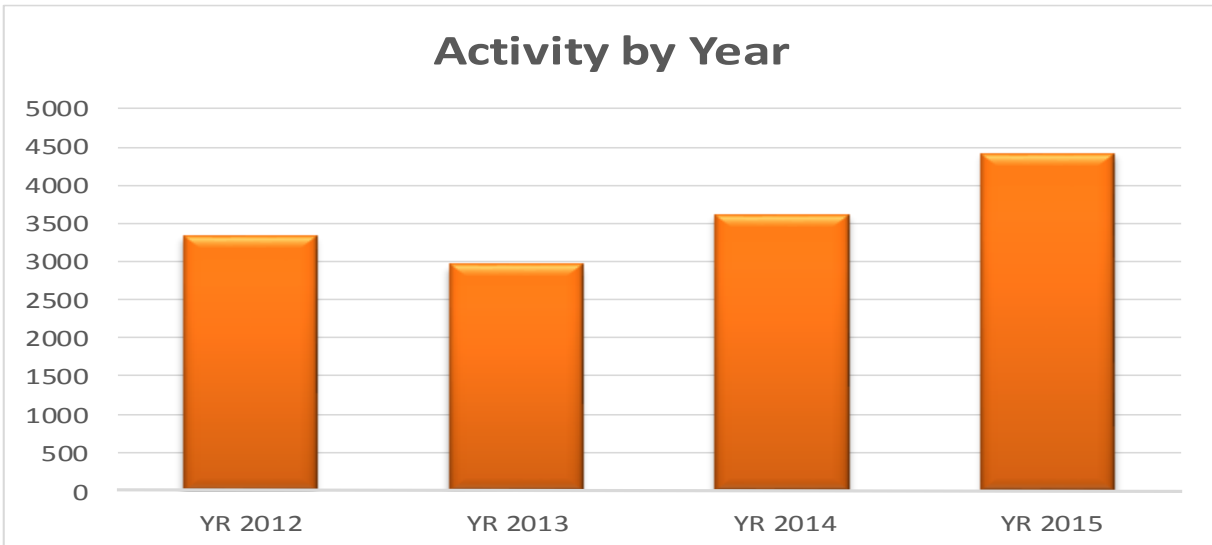
Code Enforcement



Code Enforcement

2015

<u>Complaint Type</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
High Grass	1,042	782	1,286	1,578
Trash	632	618	643	576
Junk Vehicles	305	233	365	466
Open Storage	649	498	617	657
Other Complaints	710	826	696	1,145
Total	3,338	2,957	3,607	4,422





Staff Report – City Council Agenda Item



Agenda Item #10

Consider a resolution authorizing the City Manager to take all steps necessary to submit an application for grant funds through the Office of the Governor, Criminal Justice Division for Phase III of the Central Texas Regional Law Enforcement Training Facility.

Originating Department

Police – Gene Ellis, Chief of Police

Administration – Aaron Harris, Grants and Special Projects Coordinator

Summary Information

This is an application for \$70,000 in grant funds to complete Phase III of the Central Texas Regional Law Enforcement Training Facility. If awarded, this funding will allow the City to make a major enhancement to the existing Facility by installing an arena roof cover, baffling, and lighting. These features will allow for all-weather use, sound suppression, and provide a safer training environment. This will also allow for expanded training opportunities regardless of climate, especially extreme heat.

In 2014 and 2015, the Office of the Governor, Criminal Justice Division, awarded the City of Belton a total of \$79,000 in grant funds for Phase I & II of the Central Texas Regional Law Enforcement Training Facility.

Phase I included the final design, full installation of the buildings (donated by BISD), security fencing, gun range berm enclosures, concrete firing lanes/walkways, and covered training station for loading/unloading. Phase I was completed in December 2015.

Phase II is a state-of-the-art automatic targeting system and is scheduled to be installed in February 2016.

The completion of this facility will ensure the enhancement and the effectiveness of the Department's mission, as well as other law enforcement agencies in our Region. The advanced training achieved with the completion of this project will promote efficiency, effectiveness, and credibility of our regional law enforcement agencies. This facility is ideal for weapons, use of force, active shooter, and modern scenario-based training.

The City received letters of support for this project from:

UMHB Police Department, Bell County Sheriff's Department, Nolanville Police Department, Morgan's Point Resort Police Department, Salado Police Department, and Temple College Criminal Justice training division.

The deadline for grant application is February 26, 2016.

In the future, the City plans to apply for additional enhancements which will include a training simulator in one of the classroom buildings, a driving training facility, and a tactical "shoot house."

Fiscal Impact

Amount: Approximately \$70,000 in Grant Funds based on current information; may be increased/decreased somewhat pending CTCOG/Criminal Justice Division guidance – NO CITY MATCH

Budgeted: ☐ Yes ☒ No

If not budgeted: ☒ Budget Transfer ☐ Contingency ☒ Amendment Needed ☐
Capital Project Funds

Funding Source(s): No matching funds are required from the City.

If the grant is awarded, a budget amendment to recognize the grant related revenue and expenditures will be submitted at that time.

Recommendation

Recommend authorizing the City Manager to take all steps necessary to submit an application for CJD grant funds for Phase III of the Central Texas Regional Law Enforcement Training Facility at approximately \$70,000.

Attachments

Resolution

RESOLUTION NO. 2016-10-R

A RESOLUTION OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO SUBMIT AN APPLICATION THROUGH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR THE 2017 STATE FISCAL YEAR FUNDING CYCLE; AUTHORIZING THE CITY MANAGER TO ACT IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT, IF AWARDED.

WHEREAS, the City of Belton has the opportunity to apply for a grant to fund the development of a regional firearms training facility in Belton, Texas, administered by the Criminal Justice Division of the Governor's Office;

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

ONE, the City Council authorizes submission of a grant application to the Office of the Governor, Criminal Justice Division, for the 2016 state fiscal year funding cycle, at an approximate amount of \$70,000, with the authorization to increase the grant request somewhat if appropriate, with no local match required.

TWO, the City of Belton commits to provide all applicable matching funds if required, although no match is required at this time.

THREE, the City Council designates the City Manager as the person authorized to apply for, accept, reject, alter or terminate the grant on behalf of the City of Belton.

FOUR, the City of Belton agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council assures that the funds will be returned to the Criminal Justice Division in full.

Adopted this 9th day of February, 2016, by the City Council of the City of Belton, Texas.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Agenda Item #11

Consider authorizing the City Manager to execute an Interlocal Assistance Agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? senior adult outreach program.

Originating Department

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

Summary Information

In May of 2014, the City entered into a partnership with the Area Agency on Aging of Central Texas, a subdivision of CTCOG, to enhance the Belton Police Department's RUOK? program. During the first year of our partnership with the Area Agency on Aging the RUOK? program has increased from serving 24 senior adults to serving over 130 seniors who live alone. This can be directly attributed to the part time volunteer coordinator position we hired with the funding provided by the Area Agency on Aging.

Our most recent interlocal agreement ended on September 30, 2015. We are seeking to renew our interlocal agreement with CTCOG to continue this program and retain the volunteer coordinator for senior citizen outreach through the RUOK? program. This extension will provide funding for the program through the end of this fiscal year. Richard McGhee, Director of the Area Agency on Aging, has indicated DADS (Department of Aging and Disability Services) has requested funding to continue for this program for another fiscal year in the amount of \$20,855.00. The funding is used for reimbursement of costs related directly to the program to include: wages and benefits; communication and computer equipment; and other program expenses.

The target population of RUOK? are senior adults in Belton who live alone. CHIPS volunteers contact registered senior adults from one to five days a week to check on their welfare. If no contact is made with the senior, an officer is dispatched to check on their welfare. Our part time volunteer coordinator promotes the program, schedules the volunteer callers, and reaches out directly to the senior adults in the RUOK? program.

BPD's obligations are:

- Provide telephone reassurance services to older residents of Belton;
- Train Citizen Police Academy graduates in the RUOK? program;
- Provide a monthly program activity report;

- Complete Department of Aging and Disability Services (DADS) forms for each senior adult in the program; and
- Report the number of times officers respond to check the welfare of a senior who does not respond to an RUOK? welfare call.

Fiscal Impact

Amount: \$20,855.00 minimum (additional funds may be available depending on their funding)

Budgeted: ☒ Yes ☐ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed ☐ Capital Project Funds

Funding Source(s): Grant funds from CTCOG will cover all expenses related to the volunteer coordinator.

Recommendation

Recommend approval of the Interlocal Assistance Agreement with CTCOG and authorizing the City Manager to execute.

Attachments

Interlocal Assistance Agreement between the City of Belton and CTCOG.

**INTERLOCAL ASSISTANCE AGREEMENT
For A Partnership Between the Central Texas Council Of
Governments and the City of Belton Police Department
to Enhance Services to Senior Adults in Belton**

STATE OF TEXAS

COUNTY OF BELL

This agreement is made and entered into by and between, the Central Texas Council of Governments and the City of Belton, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the CITY OF BELTON (hereinafter "CITY") has an outreach program to check on the welfare of senior citizens that is administered by the CITY OF BELTON POLICE DEPARTMENT (hereinafter "BPD") and known as the RUOK? Program, and

WHEREAS, the CENTRAL TEXAS COUNCIL OF GOVERNMENTS (hereinafter "CTCOG") desires to partner with BPD through the Area Agency on Aging of Central Texas to provide funding for a volunteer coordinator for the RUOK? telephone reassurance program to senior adults in Belton by directing grant funds from the Department of Aging and Disability Services (DADS) to enhance the services to senior adults, the Parties hereto enter into this Interlocal Assistance Agreement, and

WHEREAS, pursuant to Section 791.001 of the Texas Government Code, political subdivisions are authorized to enter into Interlocal Cooperation Agreements for governmental purposes.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

PARTIES

1.01 The following local governmental entities are Parties to this Agreement and the signatures of their authorized representatives below indicate acceptance of its terms:

- A. The CITY OF BELTON, Texas ("CITY") acting by and through its authorized representative; and
- B. CENTRAL TEXAS COUNCIL OF GOVERNMENTS, Texas ("CTCOG") acting by and through its authorized representative.

ARTICLE II

PURPOSE

2.01 It is the intent of the Parties to enter into this Agreement directing CTCOG Area Agency on Aging of Central Texas DADS grant funds in the amount of \$20,855.00 to the CITY to fund a part time volunteer coordinator position to enhance BPD's RUOK? program and establishing protocols, procedures, and guidelines for enhancing the outreach to senior adults in Belton through this program.

ARTICLE III

TERM OF MOU

3.01 This Agreement shall be in effect for the period of beginning February 9, 2016 and ending September 30, 2016, unless terminated by CITY or CTCOG. It is the intention of both parties to renew this agreement annually if funding is available.

ARTICLE IV

BPD's RESPONSIBILITIES

4.01 BPD will ensure that graduates of the Belton Citizens Police Academy are trained with providing telephone reassurance.

4.02 BPD shall provide CTCOG a monthly report of the number of calls made to seniors 60 years and over, including their names. Monthly calls will be made and documented with the help of the RUOK? program.

4.03 BPD shall provide DADS required forms: DADS intake and signed Client's Rights and Responsibilities (PRR) annually for each client 60 years and older that participates in the RUOK? telephone reassurance program.

4.04 BPD shall ensure that it reports on the welfare checks patrol officers conduct on senior adults in the program as a result of threat to health, safety, welfare, or a crime.

ARTICLE V

CTCOG's RESPONSIBILITIES

5.01 CTCOG agrees to direct \$20,855.00 in DADS grant funds for calls made during fiscal year 2016 to the CITY for BPD to fund a volunteer coordinator for the RUOK? program and reimburse the CITY for approved costs associated with this position.

5.02 CTCOG shall provide the CITY immediate notice if funding becomes unavailable.

5.03 CTCOG will refer older residents of Belton that may be in need of telephone reassurance or welfare checks to the Belton Police Department.

5.04 CTCOG agrees to direct additional funding for the continuance of this program in fiscal year 2015 if grant funding is available for the program.

ARTICLE VI

COSTS

6.01 The CITY will hire a part time volunteer coordinator and CTCOG will reimburse the CITY at least \$20,855.00 for the costs of wages, benefits, equipment, and other authorized expenses related to this position.

ARTICLE VII

TERMINATION OF MOU

7.01 CITY or CTCOG may terminate this MOU by giving thirty (30) days' written notice of such termination.

ARTICLE VIII

AMENDMENTS

8.01 This Agreement may be amended by the mutual agreement of the Parties hereto, in a writing to be attached to and incorporated into this Agreement.

ARTICLE IX

LEGAL CONSTRUCTION

9.01 In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE X

ENTIRE AGREEMENT

10.01 This Agreement supersedes any and all other agreement, either oral or in writing, between the parties hereto with respect to the subject hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE XI

NOTICE

11.01 Any notice given hereunder by any Party shall be made in writing, and may be affected by personal delivery or by certified mail, return receipt requested, to all Parties listed in this paragraph:

City of Belton

Central Texas Council of Governments

ARTICLE XII

ACCEPTANCE AND APPROVAL

12.01 This Agreement and all obligations hereunder shall not be binding upon the Parties until approved by the respective authorized representatives of each Party.

AGREED TO AND EXECUTED by the below authorized representatives of the City of Belton, Texas, on the _____ day of _____, 2016.

CITY OF BELTON, TEXAS

Sam Listi, City Manager

AGREED TO AND EXECUTED by the below authorized representatives of the Central Texas Council of Governments of Belton, Texas, on the _____ day of _____, 2016.

CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Jim Reed, Executive Director

H. Richard McGhee
CTCOG Director of Area Agency on Aging

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., Director of Internal Services/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

Submissions 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 submissions 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, Halff's references typically were impressed by their communications, timeliness, and overall project delivery, especially for complex and large utility infrastructure 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, with Freese & Nichols ranked second and KPA Engineers ranked third for this project.

Overall, it is Staff's opinion 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 to our community 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. (**NOTE:** No ROW acquisition costs are included in this design fee, but every effort will be made to minimize the number of impacted properties.)
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 8 months to complete the pre-design phase, geotechnical and environmental studies, and the final 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



February 2, 2016
1008.15.0013

Sam Listi
City Manager
City of Belton
PO Box 120
Belton, Texas 76513
slisti@BeltonTexas.Gov

RE: South Belton Sewer Project – Standard Form of Agreement

Dear Mr. Listi:

Enclosed here in please find revised documents. We have incorporated February 1, 2016 City of Belton requested revisions into the contract documents. Attached to this letter are 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 over a horizontal line.

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.

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 AND DATA: - The drawings, specifications, and other project documents are the property of the CITY OF BELTON.

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.

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 \$2,000,000.
- 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 \$2,000,000 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

HALFF ASSOCIATES, INC.

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

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 in accordance with the specific tasks identified in schedule attached in Attachment C.

XVIII. AGREED REMEDIES -

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.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Timothy Lackey

Name: Timothy Lackey

Title: Vice President

Date: 2/2/16

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. Record drawings and documents are to be delivered to the CITY OF BELTON. Record Drawings shall include a set of paper hard copy reproducible drawings and a set of electronic files as specified by the CITY OF BELTON. The City of BELTON requires electronic CAD files of Record Drawings as well as .pdf files.

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 February 16, 2016.

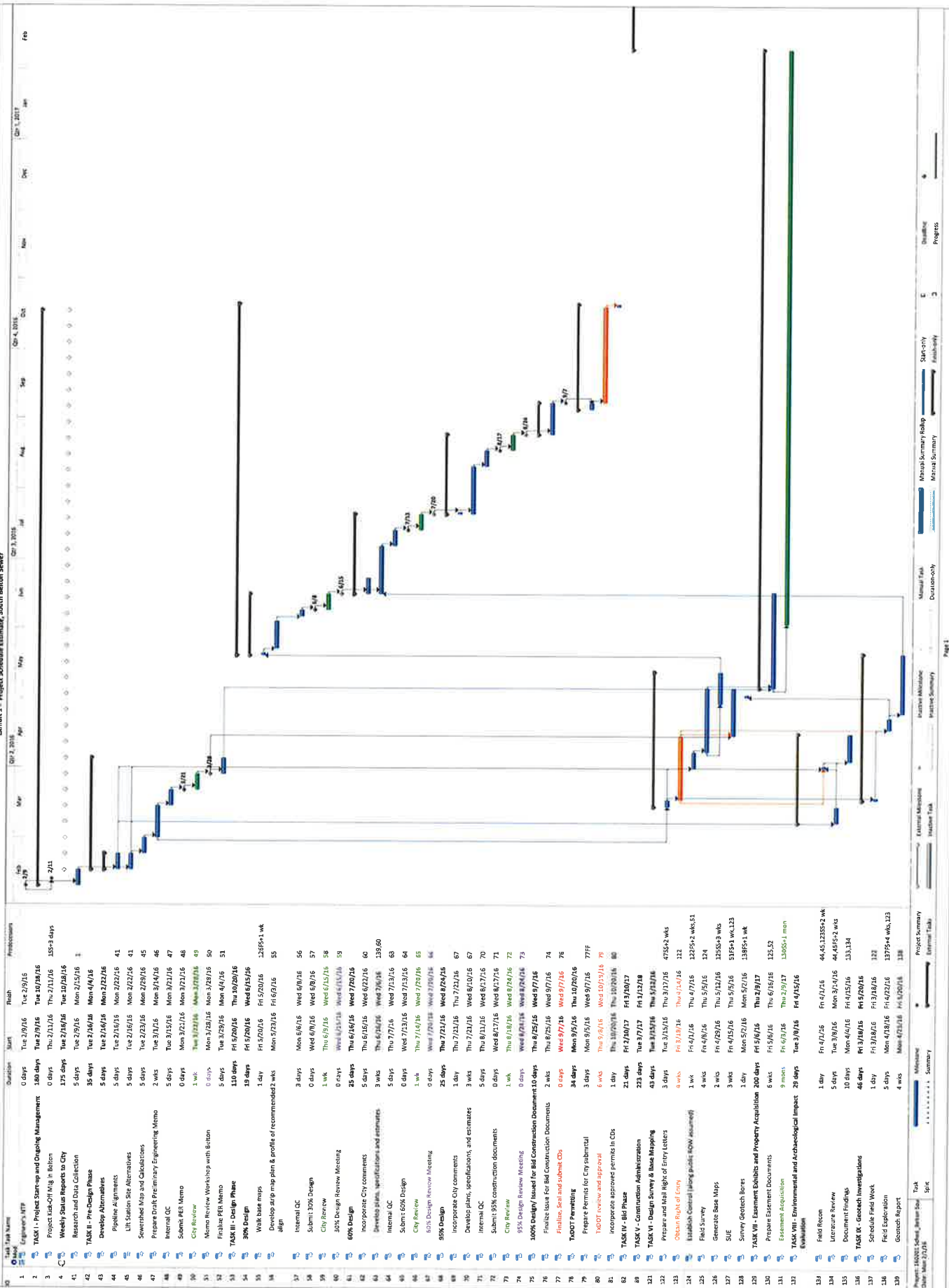
SUMMARY OF TASK DURATION FROM ATTACHMENT C:

- TASK I – PROJECT STARTUP ACTIVITIES AND ONGOING MANAGEMENT = 8 MONTHS
- TASK II. - PRE DESIGN PHASE = 2 MONTHS
- TASK III - DESIGN PHASE & PERMITTING SERVICES = 5 MONTHS
- TASK IV - BID PHASE SERVICES = DEPENDENT ON CITY SCHEDULE.
- TASK V – CONSTRUCTION PHASE SERVICES =DEPENDENT ON CITY SCHEDULE.
- TASK VI – DESIGN SURVEY AND BASE MAPPING = 2 MONTHS.
- TASK VII –EASEMENT LEGAL DESCRIPTION AND EXHIBIT PREPARATION= 2 MONTHS.
- TASK VIII. ENVIRONMENTAL AND ARCHAEOLOGICAL IMPACT EVALUATION= 2 MONTHS
- TASK IX – GEOTECHNICAL INVESTIGATION = 2 MONTHS.

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 C - PROJECT SCHEDULE ESTIMATE

Exhibit 1 - Project Schedule Estimate, South Belton Sewer



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 Letter B&W	Per Sheet	\$0.10
COPY2	Copies and Scans -Oversize (11x17) B&W	Per Sheet	\$0.20
COPY3	Copies and Scans -Legal and Letter Color	Per Sheet	\$0.75
COPY4	Copies and Scans -Oversize (11x17) Color	Per Sheet	\$1.50
FCMNT	Foam Core Mount	Per Sq Ft	\$4.00
PLOT1	Plots -Full Size B&W	Per Plot	\$1.00
PLOT2	Plots -Full Size Color	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	Sediment Sludge 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			

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

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Halff Associates, Inc
Richardson Texas , TX United States

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N/A

SUE, Engineering, Surveying, Permitting, GEO Technical

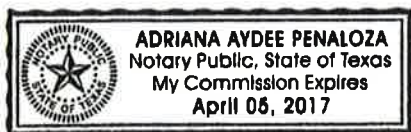
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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

