



# CITY OF BELTON

**City Council Workshop Agenda  
Tuesday, June 14, 2016 - 4:30 p.m.  
Smith Room, Harris Community Center  
401 N. Alexander, Belton, Texas**

1. Call to order.
2. Update on South Belton Wastewater Line.
3. Overview of Possible Local Historical Tax Exemption.
4. Presentation/Discussion on the Belton Fire CORPs program.
5. Adjourn.

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

# South Belton Sewer System

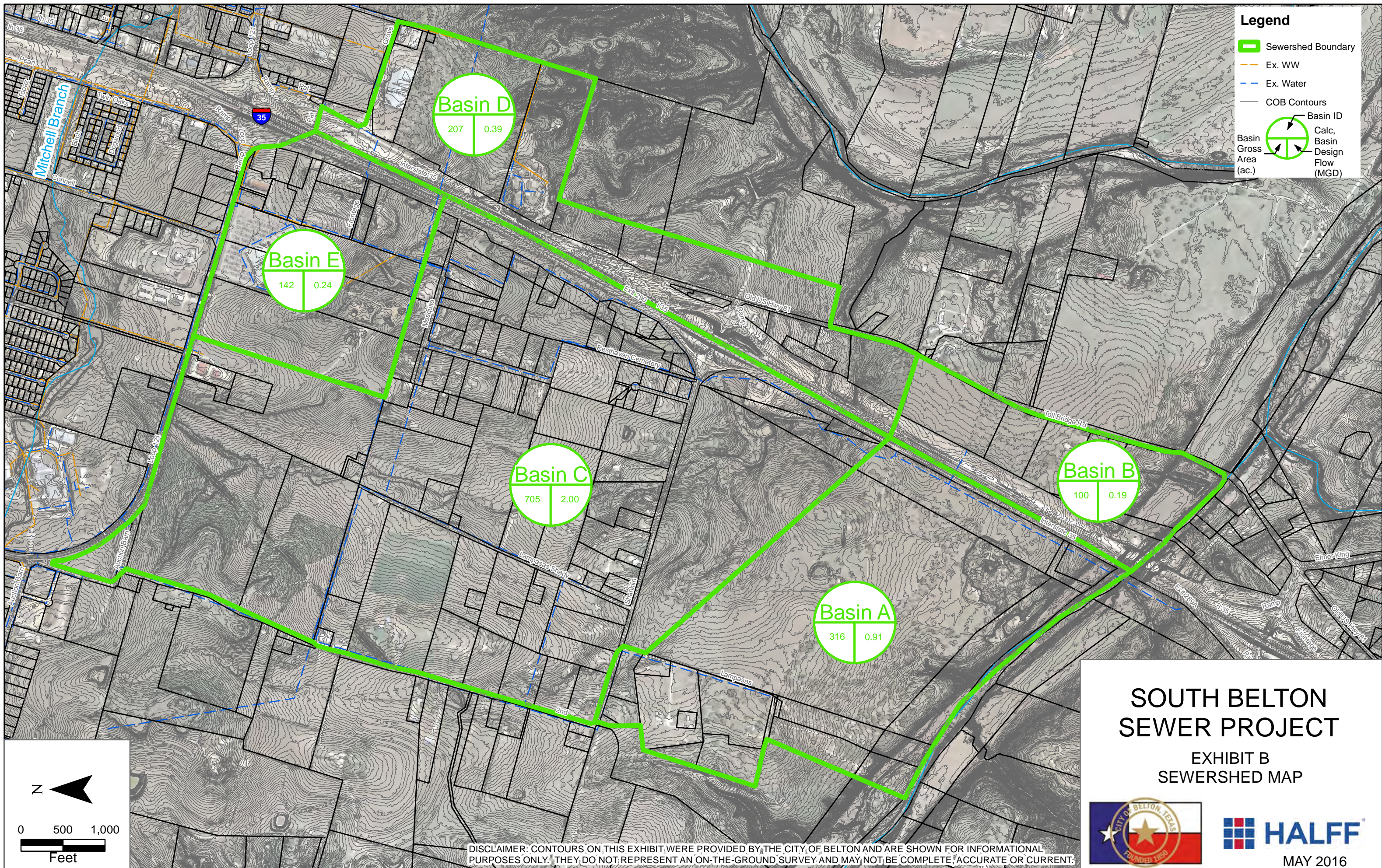
Design Update: Alignment Modification

City Council Workshop

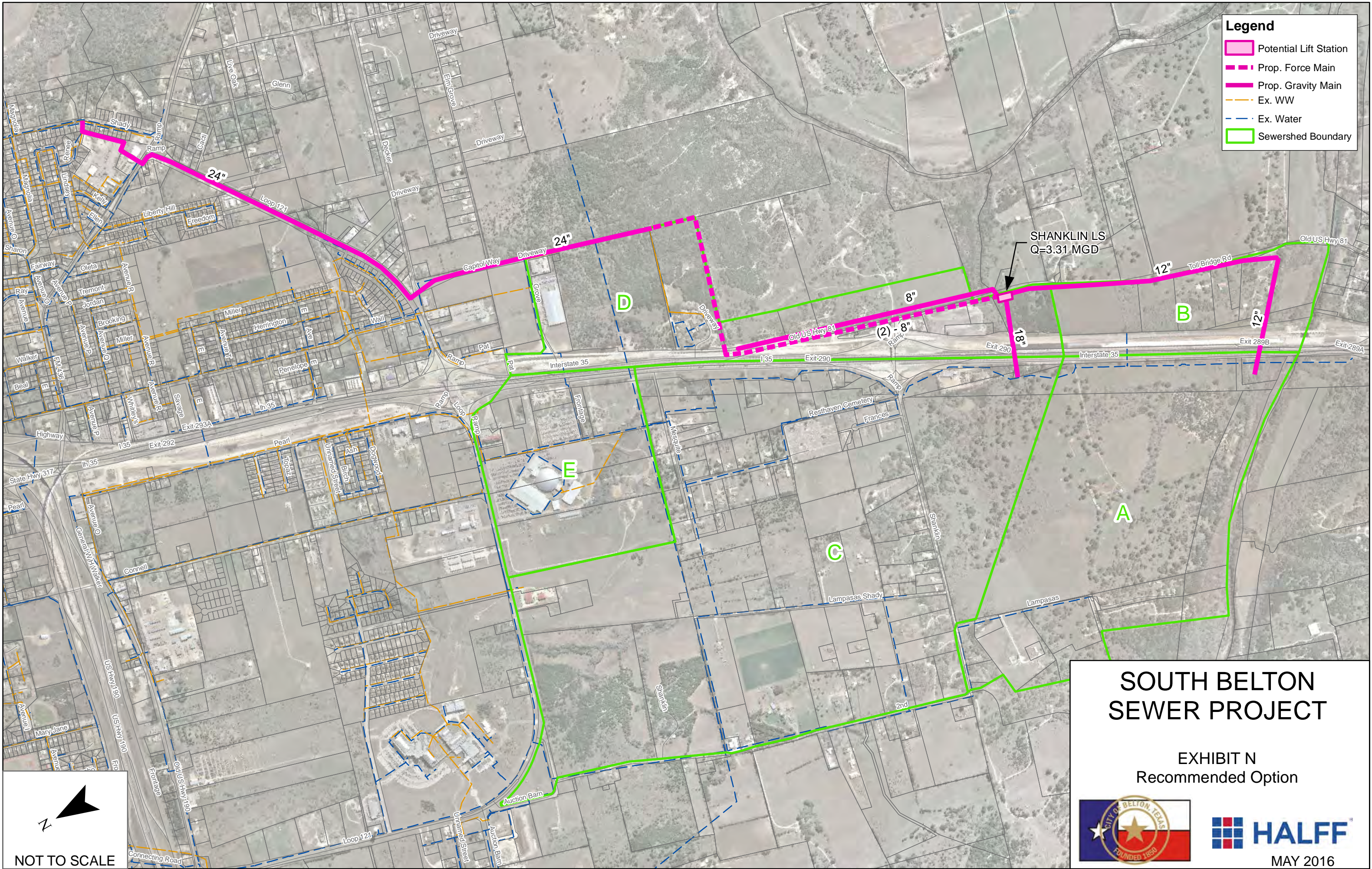
June 14, 2016









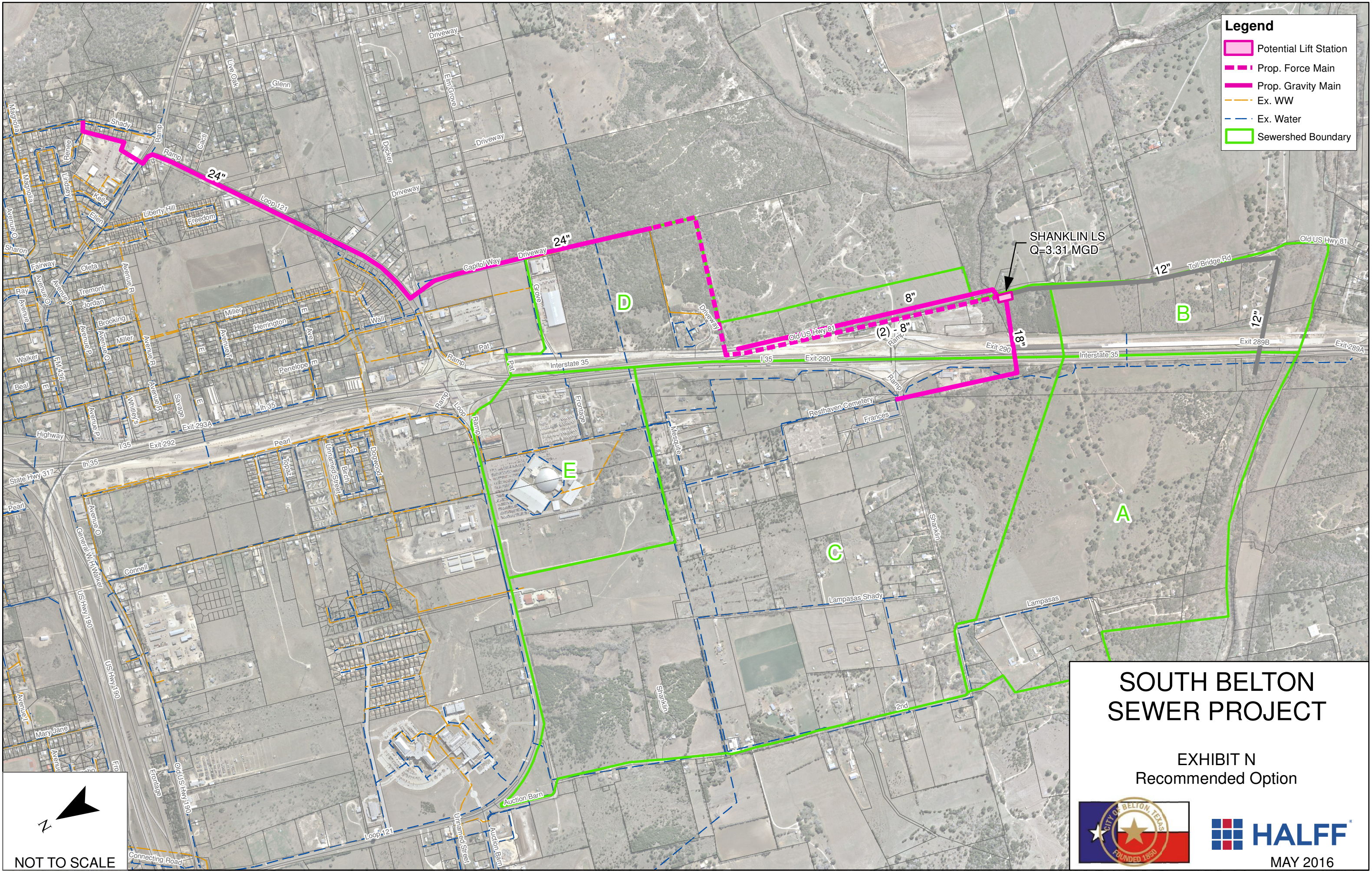




# April Recommended Alignment

- ✓ Two bores under IH-35
- ✓ One lift station vs. two
  - ▶ Minimizes costs, property acquisition, electrical needs, and start-up efforts
- ✓ Moved southern bore 500 feet to the north; minimizing depth of gravity sewer line from Basin A to B by 20 feet
  - ▶ Reduces service area by 20 acres (can be served with small lift station or grinder pump)
- ✓ Approx. \$6,635,000 in Total Construction Costs
- ❖ Events and Actions Since April
  - ❖ Right of Entry Requests for Survey
  - ❖ Discussions with Property Owners
  - ❖ Further evaluations of line sizing and capacities
  - ❖ Offloading of existing lift stations





**Legend**

- Potential Lift Station
- Prop. Force Main
- Prop. Gravity Main
- Ex. WW
- Ex. Water
- Sewershed Boundary

# SOUTH BELTON SEWER PROJECT

EXHIBIT N  
Recommended Option





# New Alignment

- ONE bore under IH-35
- Still one lift station
- Removed gravity line south of lift station to Lampasas River from scope; however, the lift station will be designed to allow for this flow in the future (Deduct of ~\$1,255,000)
- Added 2,000 LF of sewer line on west side of IH-35 up to Shanklin Road - final alignment on this segment is TBD (Addition of ~\$570,000)
- Approx. \$5,950,000 in Total Construction Costs
  - Net Cost Savings of approx. \$685,000
- Staff recommends updated alignment to move forward into the Final Design Phase.



# Moving Forward

- I. Decision on the final alignment
  - A. Revise report June 2016
- II. Design Phase Services June 2016 – November 2016
  - A. Surveying June 2016
  - B. Plans and specs, OPCC, permitting, SUE's, geotechnical, environmental & archaeological evaluations
  - C. Submittals: 30%, 60%, 95%, and Final Design Sets, with updated OPCC's at each stage
  - D. Parcel exhibits for rights-of-way/easements
- III. Completed Design to Council December 2016
  - A. Secure Funding
- IV. Bid Phase Services TBD (1 Month)
- V. Construction Phase TBD (8-12 Months)

# MEMO



**DATE:** May 25, 2016  
**TO:** Sam Listi, City Manager  
**C:** Brandon Bozon, Director of Finance  
**FROM:** Erin Smith, Director of Planning  
**RE:** Historic Preservation Tax Exemption

---

Many cities in Texas incentivize historic preservation through local property tax exemptions. The City of Belton currently has a Façade Improvement Grant Program for downtown commercial buildings and a tax abatement policy for authorized facilities in the Downtown Development District. However, there are currently no incentives in place for historic residential properties. There are over 300 residential properties in local historic districts that would benefit from an historic preservation tax exemption. Both the FIG program and tax abatement policy have been extremely successful in encouraging investment downtown. A tax exemption program for historic properties would extend those benefits to residential areas and promote investment in historic neighborhoods as well.

Most historic preservation tax exemption programs in Texas cities offer tax incentives for the following:

- Major renovation/restoration of historic properties;
- Ongoing maintenance to prevent or address blight or deterioration; and/or
- Historic designations.

Creation of a tax abatement program for major renovations will encourage investment in historic Belton properties. The threshold for substantial improvements would be 25% of the pre-improvement assessed value of the structure. An ad valorem tax exemption will create an abatement for up to five years on increases in City of Belton property taxes resulting from an approved renovation to a historic building. The exemption would only apply to City taxes, it will not apply to Bell County, Clearwater U.W.C.D., or BISD school taxes.

The tax exemption would be available for designated local landmarks and historically significant properties within local historic districts that undergo a substantial rehabilitation. Substantial rehabilitation includes improvements that extend the life of a building such as roof, foundation, and siding work; electrical, plumbing, and HVAC system work; other structural work; and interior work.

The overall goal is to encourage investment in historic properties through a tax exemption program without creating a large tax burden on the City. City taxes will still be received on the pre-improvement assessed value, and the property owner will benefit by not paying taxes on the increase in their property value for five years. This historic preservation tax exemption program will promote repair and maintenance to historic properties to preserve Belton's historic building stock. By preserving Belton's historic built environment, the entire community benefits from improved property values, neighborhood revitalization, and overall quality of life.

Adoption of an ordinance establishing this historic tax exemption program will be necessary for implementation.



# Memo

Date: June 2, 2016  
To: Sam Listi  
From: Bruce Pritchard  
Subject: Belton Volunteer Fire Department Transition (Update)

Since the latest Fire CORPS memo was sent on February 22, 2016, there have been some changes made to the program as well as some updates I would like to inform you of.

The departure of Assistant Fire Chief Kris Morgan in April left me as the only remaining volunteer in the department, and I have since updated all of the volunteer bank accounts to include only my name. The land located on Loop 121 remains under the Belton Volunteer Fire Department name and requires no updates. The P.O. Box information remains intact as long as the volunteer fire department is active. However, upon changing the name to "Belton Fire CORPS," the P.O. Box will be discontinued and moved to the City of Belton mailing address. We are now ready to move forward with the name change.

A Fire CORPS committee of six members has been established. They are currently working on developing and creating class schedules, agendas, brochures, and other necessary documents for the program. As we prepare for promoting the Fire Corps we will use the July 4<sup>th</sup> parade as a media outlet in hopes to receive interest in the program.

We are hoping to have our first class in the late fall of this year. The first class will be held over a four-week timespan with actual classes taking place on Thursday nights. The majority of the classes will be held at the Harris Center, where rooms have already been reserved, and the fire stations. After the completion of this inaugural class, program evaluations and feedback from participants will be used to improve and expand the program. In addition to this Fire CORPS class, we also intend to host a "mini fire camp" for younger children before school resumes in 2017, and we anticipate receiving support from the Fire CORPS graduates in promoting and teaching the classes during this camp.



# CITY OF BELTON

**City Council Meeting Agenda  
Tuesday, June 14, 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 Jerri Gauntt.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Fire Chief Bruce Pritchard.

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

Invocation. The Invocation will be given by Pat Munoz, Pastor of Dunamis Baptist Church.

1. Call to order.
2. Public Comments.
3. Recognitions:
  - A. Receive recognition from Leadership Belton for Generous Guardian sponsorship of the Belton Police Memorial.
  - B. Texas Association of Municipal Information Officer's TAMI Award for the RUOK? Program.
4. Receive a presentation on the budget process and offer input on key policies and initiatives.

## **Consent Agenda**

*Items 5-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.*

5. Minutes of May 24, 2016, City Council Meeting
6. Consider appointments/reappointments to the following boards and commissions:
  - A. Parks Board
  - B. Zoning Board of Adjustment

## **Planning and Zoning**

7. Consider authorizing the purchase of 3.546 acres of land from Don and Billie Cameron for Lake-to-Lake Road right-of-way.
8. Consider a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.
9. Consider authorizing a Façade Improvement Grant to Liberty Church of Bell County, 302 East Central Avenue.
10. Consider authorizing a Façade Improvement Grant to Cedon Realty, 209 East Central Avenue.

## **Miscellaneous**

11. Consider a Resolution establishing a policy regarding annexation of land into the Belton city limits.
12. Consider a resolution authorizing the City Manager to sign an Advance Funding Agreement with the Texas Department of Transportation for Phase II of the Chisholm Trail Hike and Bike Facility funded through the Transportation Alternatives Program, and authorize a local funding share.
13. Consider award of bid and authorizing the City Manager to execute a construction contract for the River Fair Road Widening Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.
14. Consider authorizing the City Manager to execute an amended professional services agreement to design Phase I and Phase II improvements to the Temple-Belton Wastewater Treatment Plant.



15. First Reading – Set Public Hearing - Consider ordinances granting a one year extension with two additional one-year automatic extensions, unless rescinded by City, of a franchise to operate and maintain a non-emergency ambulance transfer service within the public streets and highways of the City of Belton:

- A. Acadian EMS
- B. Scott & White EMS
- C. Serenity EMS, LLC, dba Ameristat Ambulance

**Executive Session**

16. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, 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

**City Council Meeting Agenda  
Tuesday, June 14, 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 Jerri Gauntt.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Fire Chief Bruce Pritchard.

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

Invocation. The Invocation will be given by Pat Munoz, Pastor of Dunamis Baptist Church.

1. **Call to order.**
2. **Public Comments.**
3. **Recognitions:**
  - A. **Receive recognition from Leadership Belton for Generous Guardian sponsorship of the Belton Police Memorial.**
  - B. **Texas Association of Municipal Information Officer's TAMI Award for the RUOK Program.**
4. **Receive a presentation on the budget process and offer input on key policies and initiatives.**

Director of Finance Brandon Bozon will update the Council on the revised Budget process and will seek input and direction in preparation of the FY 2017 budget.

### **Consent Agenda**

***Items 5-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.***

#### **5. Minutes of May 24, 2016, City Council Meeting**

A copy of the minutes is attached. Recommend approval.

#### **6. Consider reappointments to the following boards and commissions:**

##### **A. Parks Board**

Recommend reappointment of Josh Pearson and Daniel Bucher for another two year term on the Parks Board.

##### **B. Zoning Board of Adjustment**

Recommend reappointment of David Jarratt and Lewis Simms for another two year term on the Zoning Board of Adjustment.

### **Planning and Zoning**

#### **7. Consider authorizing the purchase of 3.546 acres of land from Don and Billie Cameron for Lake-to-Lake Road right-of-way.**

See Staff Report from City Manager Sam Listi. Recommend approval of purchase of land for Lake-to-Lake Road right-of-way based on revised letter of agreement.

#### **8. Consider a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.**

See Staff Report from Director of Planning Erin Smith. P&ZC unanimously recommended approval, and Staff concurs with their recommendation.

#### **9. Consider authorizing a Façade Improvement Grant to Liberty Church of Bell County, 302 East Central Avenue.**

Please see the enclosed staff report from Director of Planning Erin Smith. Recommend approval of Façade Improvement Grant as indicated.

**10. Consider authorizing a Façade Improvement Grant to Cedon Realty, 209 East Central Avenue.**

Please see the enclosed staff report from Director of Planning Erin Smith. The Historic Preservation Commission unanimously recommended grant approval on June 9, 2016, and Staff concurs. Recommend approval of Façade Improvement Grant as indicated.

**Miscellaneous**

**11. Consider a Resolution establishing a policy regarding annexation of land into the Belton city limits.**

Please see enclosed staff report from Director of Planning Erin Smith. Recommend authorizing the Resolution establishing an Annexation Policy.

**12. Consider a resolution authorizing the City Manager to sign an Advance Funding Agreement with the Texas Department of Transportation for Phase II of the Chisholm Trail Hike and Bike Facility funded through the Transportation Alternatives Program, and authorize a local funding share.**

Please see enclosed staff report from Grants/Special Projects Coordinator Aaron Harris. Recommend authorizing the City Manager to sign the Advanced Funding Agreement, and authorize a local funding share, as presented.

**13. Consider award of bid and authorizing the City Manager to execute a construction contract for the River Fair Road Widening Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.**

Please see enclosed staff report from Director of Internal Services/City Engineer Angellia Points. Recommend authorizing the City Manager to execute construction contract as presented.

**14. Consider authorizing the City Manager to execute an amended professional services agreement to design Phase I and Phase II improvements to the Temple-Belton Wastewater Treatment Plant.**

Please see enclosed staff report from Director of Internal Services/City Engineer Angellia Points. Recommend authorizing the City Manager to execute amended professional services agreement as presented.

**15. First Reading – Set Public Hearing - Consider ordinances granting a one year extension with two additional one-year automatic extensions, unless rescinded by City, of a franchise to operate and maintain a non-emergency**

**ambulance transfer service within the public streets and highways of the City of Belton:**

- A. Acadian EMS**
- B. Scott & White EMS**
- C. Serenity EMS, LLC, dba Ameristat Ambulance**

Per the City Charter, franchise agreements require two readings of the ordinance. Recommend approval of the franchise renewal ordinances on first reading and set second reading and public hearing for June 28, 2016.

**Executive Session**

- 16. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, 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**  
**May 24, 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, Mayor Pro Tem David K. Leigh and Councilmembers Craig Pearson, Dan Kirkley, Jerri Gauntt and Paul Sanderford. Councilmember Guy O'Banion was absent. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Erin Smith, Bruce Pritchard, Chris Brown, Aaron Harris, Angellia Points, Matt Bates, Kim Kroll and Paul Romer.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Marion Grayson, the Pledge of Allegiance to the Texas Flag was led by Director of Library Services Kim Kroll, and the Invocation was given by Rebecca Fox Nuelle, Pastor of First Presbyterian Church.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:34 p.m.
2. **Public Comments.** There were none.
3. **Proclamations and Recognitions:**

**Present \$2,000 Scholarship from Waste Management, Inc. to Taryn Cook.**

Grants and Special Projects Coordinator Aaron Harris congratulated Miss Cook on her accomplishments and presented her with a \$2,000 check from Waste Management, Inc.

**Consent Agenda**

***Items 4-10 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.***

4. **Minutes of previous meetings:**
  - A. **May 10, 2016, City Council Workshop**
  - B. **May 10, 2016, City Council Meeting**
5. **Consider appointments/reappointments to the following boards and commissions:**
  - A. **Ethics Commission** - all members were reappointed
  - B. **Planning and Zoning Commission** – reappointed Rae Schmuck, Brett Baggerly, Ben Pamplin, Eloise Lundgren and Joel Berryman.

6. Consider designating signatories for safe deposit box at the City's depository bank.
7. Consider a resolution authorizing the City's participation in Texas CLASS, an AAAM rated local government investment pool, as authorized by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and the City of Belton's Investment Policy.
8. Consider a resolution authorizing the City's Participation in the TexPool Prime, an AAAM rated local government investment pool, as authorized by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and the City of Belton's Investment Policy.
9. Consider a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor and authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.
10. Consider a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division, as a result of settlement between Atmos and the Atmos Texas Municipalities under the rate review mechanism and finding the rates set by the attached tariffs are just and reasonable.

Mayor Pro Tem David K. Leigh thanked Director of Finance, Brandon Bozon, for researching additional investment pools in which to invest the City's funds as interest rates have improved.

Upon a motion by Mayor Pro Tem Leigh and a second by Councilmember Craig Pearson, the Consent Agenda items were unanimously approved upon a vote of 6-0.

### **Planning and Zoning**

Councilmember Pearson abstained from this item and left the room.

11. Hold a public hearing and consider a zoning change from Agricultural to Commercial-1 Zoning District with a Specific Use Permit for mini-storage warehouses at 4980 West Highway 190 Service Road, an 8.073 acre tract of land, located on the north side of U.S. Highway 190, east of George Wilson Road and west of Wheat Road.

Director of Planning Erin Smith stated that this 8.073 acre property is currently zoned Agricultural, and a zoning change to Commercial-1 with a Specific Use Permit is proposed to allow for mini-storage warehouses.

Mrs. Smith said that the applicant is proposing to remodel an existing house and construct a 1,250 square feet addition for a total of 2,450 square feet of space for

the mini-storage office. The existing structure is masonry, and the addition will be a combination of masonry and stucco in compliance with the City's Design Standards.

The applicant is proposing to provide five parking spaces by the office and will comply with the parking requirements for mini-storage warehouses in all respects. Mrs. Smith stated that the internal private driveways will be asphalt, and the entrance to the mini-storage warehouses from the US Highway 190 service road will be 26 feet wide and paved with asphalt. She added that TXDOT must approve the proposed driveway location prior to construction of the office addition and mini-storage warehouses.

Mrs. Smith explained that the applicant is proposing 664 storage units in a variety of sizes which will be constructed in phases. The applicant is proposing to construct a 6 feet tall wrought iron fence with masonry columns spaced every 50 linear feet between the mini-storage units and office building, and along the eastern and western property line in the front of the property. She added that the applicant is proposing to screen the mini-storage area with a 6-foot tall wooden privacy fence along the western and eastern sides of this property.

The first row of mini-storage units, which is the only area visible from US Highway 190, will have stone on the façade facing US Highway 190. The remaining three sides of the exterior on the first row of mini-storage units and all exterior sides on all other units will be baked-on metal. Mrs. Smith said that the applicant is also proposing to retain all of the existing trees on the front of this property by the office building and will install new landscaping along the 6-foot tall wrought iron fence, between the office and the mini-storage units and around the office and parking area. She added that the western portion of the front of this property is reserved for future commercial development.

Mrs. Smith said that the Planning and Zoning Commission met on May 17, 2016, and unanimously recommended approval of this zone change with conditions, and Staff concurs with the recommendation.

Mayor Grayson opened the public hearing on this item. Seeing no one wishing to speak for or against the item, she closed the public hearing.

Mayor Pro Tem Leigh asked if there would be a need for any new water meters. Mrs. Smith said that they may want one for irrigation, but that has not been requested at this time.

Upon a motion by Councilmember Dan Kirkley and a second by Mayor Pro Tem Leigh, item 11 was approved upon a vote of 5 ayes, 0 nays and 1 abstention.

Councilmember Pearson returned to the meeting.

**12. Hold a public hearing and consider a zoning change from Single Family-1 to Retail Zoning District at 105 Lake Road, a 1.263 acre tract of land, located on the south side of Lake Road, west of Main Street and east of Commerce Street.**

Director of Planning Erin Smith stated that the applicant has submitted this zone change to allow for retail development in conjunction with the Future Land Use Plan that identifies this area as Retail/Neighborhood Service. According to the Zoning Ordinance, a retail store or personal service establishment shall provide one parking space per 200 square feet of gross floor area. Site development considerations will include parking to meet the retail use and cross access connections with the adjoining properties – McGuire Tire and Bush's Chicken.

Mrs. Smith stated that, after careful review of the City's Design Standards and the applicability of this use among surrounding properties, this requested zone change appears to be reasonable in this location. She added that the Planning and Zoning Commission met on May 17, 2016, and unanimously recommended approval of this zone change with conditions. Staff concurs with the recommendation.

Mayor Grayson opened the public hearing on this item. Seeing no one wishing to speak for or against the item, she closed the public hearing.

Mayor Pro Tem Leigh asked if the property will include a drive or will it be accessed from the adjoining properties' driveways. Mrs. Smith stated that TXDOT has reviewed the property, and because a driveway already exists, the property owner will not be required to remove it. Mr. Leigh asked if there was a possibility to make a wider driveway that tied in with one of the adjoining properties' driveways. The property owner, Brad Dusek, stated that he had met with TXDOT on the site, and he was told that TXDOT wanted the driveway to be in the middle of the property along Lake Road. He said that its location will also depend on the development of the property.

Upon a motion by Councilmember Jerri Gauntt and a second by Councilmember Pearson, item 12 was approved upon a vote of 6-0.

**13. Consider a final plat for River Place Estates, Phase IX, Section 2, a 6.195 acre tract of land, located north of River Fair Boulevard, east of Red River Road, and west of North Main Street.**

Director of Planning Erin Smith explained that this single family subdivision, contains 23 lots, and is proposed as River Place Estates, Phase IX, Section 2. The preliminary plat for River Place Estates, Phase IX, containing 53 lots, was approved by Council on April 28, 2015, and the final plat for Phase I was approved on August 25, 2016. This final plat submittal for Section 2 complies with the Subdivision Ordinance final plat submittal requirements in all respects.

Mrs. Smith said that Trinity Drive will function as a minor collector and will contain a 5-foot sidewalk along the east side with a 10-foot public utility easement directly

adjacent to the property line. She reminded Council that on August 25, 2015, an amendment to the Sidewalk Standards was approved that required sidewalks along both sides of collector streets. When the policy was changed, Council also approved a resolution listing subdivisions and associated collector streets, where plats had already been submitted, that would be exempt from this new sidewalk requirement. Trinity Drive was included; therefore, only one sidewalk side is required.

Mrs. Smith stated that a second means of egress is required when there are more than 30 residential lots in a proposed subdivision. There are 30 lots in Section 1 and 23 lots proposed in Section 2. In August 2015, Council approved the final plat for Section 1 with the condition that a second means of egress must be constructed in Section 2. She explained that the applicant is proposing to create a 15-foot wide fire access easement extending from River Fair Boulevard to Barton Creek Road. The Fire Marshal has reviewed this proposal and finds it acceptable for emergency access. Mrs. Smith added that any future phases will be required to provide a permanent second means of access for this subdivision.

According to the Subdivision Ordinance, each residential subdivision is required to dedicate sufficient and suitable parkland and/or payment of fees-in-lieu of required parkland. Mrs. Smith said that, during the preliminary plat review, the developer proposed to pay a fee-in-lieu of \$6,000 for the 30 lots in Section 1. The developer is now proposing to pay an additional \$4,600 for the 23 lots in Section 2, for a total of \$10,600. She added that when the next phase of River Place Estates is proposed, Staff will work with the developer to find a suitable neighborhood park location, and the \$10,600 in funds can be utilized for land acquisition for a neighborhood park and/or parkland improvements.

Mrs. Smith said that, at their meeting on May 17, 2016, the Planning and Zoning Commission unanimously recommended approval of this final plat with conditions, and Staff concurs with their recommendation.

Mayor Pro Tem Leigh asked when the City receives the parkland fee from the developer. Mrs. Smith responded that it is required before the construction plans are released.

Upon a motion by Councilmember Paul Sanderford and a second by Councilmember Kirkley, item 13 was approved upon a vote of 6-0.

The Mayor stated that she would read items 14 and 15 together, and they would be presented together as well since they are related.

14. **Consider a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.**
15. **Consider authorizing the purchase of 3.546 acres of land from Don and Billie Cameron for Lake-to-Lake Road right-of-way.**



City Manager Sam Listi stated that acquisition of the Cameron property represents the last private property parcel needed in the city limits for the future Lake-to-Lake Road project. At Council's direction, management has recommended ROW acquisition for nearly 20 years, through subdivision plats and purchases as needed. He said that in 2015 the alignment was finalized with TXDOT after much discussion.

Mr. Listi added that, with the alignment, a need for a local access road connecting Lake to Lake Road with Sparta Road was identified. An overpass will go over Sparta Road and the railroad tracks, and a spur will be needed to access Lake to Lake Road. This need will be addressed through the acquisition of the Cameron property. He said that the Camerons accepted the City's offer which includes:

- Purchase of the 3.546 acres for \$95,700 based on the appraisal;
- Plat of the Cameron property, since our acquisition is creating a subdivision;
- Extension of a 2-inch water line to provide domestic water service for the two Cameron residences and set two meters on Sparta Road;
- Relocation of an access gate to the new Cameron property line; and
- Installation of a looped water line and fire hydrant utility system improvement connecting to the existing 16-inch line when the connector road between Sparta and Lake-to-Lake Road is built in the future.

The total cost of the acquisition is \$103,239 which includes the land and remaining recording, water line and gate costs. Mr. Listi explained that funds for the purchase will come from the Park Fund, Water/Sewer Fund and General Fund Contingency. He added that the next step will be to acquire the Corp of Engineer's Belton Lakeview Park property at FM 439 and FM 2271, for which discussions are ongoing. Also, additional work with Bell County on ROW acquisition and KTMPO on funding will be needed to move this project forward.

Director of Planning Erin Smith explained that the Cameron Hills II plat is proposed as a 3-lot subdivision, and it includes a ROW dedication for the FM 2271 Spur. FM 2271 Spur will be a local roadway that is needed to provide future access from Sparta Road to Lake to Lake Road, since there will ultimately be a bridge for Lake to Lake Road extending over Sparta Road, BNSF railroad, and Nolan Creek. Mrs. Smith said that the existing driveway leading to the existing two homes will remain within the proposed FM 2271 Spur ROW to provide access to Lots 1 and 2, Block 2, until this roadway is constructed in the future. Since Lot 2, Block 2 does not have property frontage along the proposed FM 2271 Spur ROW, a 30 feet wide access easement will extend from the FM 2271 Spur ROW to this lot.

This subdivision requires parkland dedication of 0.03 acres or \$600 parkland fee for the three lots. Since two of the lots contain existing houses, and the other lot is not proposed for single family construction, Mrs. Smith explained that Staff recommends approval of a variance to the parkland requirements, given there will be no increase in the number of lots.

Cameron Hills II Plat results in:

- Two Cameron lots – Lot 1 (15 acres) and Lot 2, Block 2 (1 acre);
- FM 2271 Spur – Future connector road ROW between Sparta Road and Lake to Lake Road; and
- A 1.6 acre remainder – Lot 1, Block 1 – open space parcel for park use.

Mrs. Smith stated that, at their meeting on May 17, 2016, the Planning and Zoning Commission unanimously recommended approval of this preliminary/final plat with conditions, and Staff concurs with their recommendation.

Councilmember Gauntt asked how residents will access the parkland. Mrs. Smith discussed the Hike and Bike Trail that is being built currently in that area that will eventually run the full length of the Lake to Lake Road. She added that the parkland could also be accessed from Sparta Road.

Mayor Pro Tem Leigh expressed his concern about the possibility for the subdivision to be divided into more lots than shown currently in the future. He felt that the contract had some vagueness related to when the water line would be looped and when the road would be built. He suggested language in the purchase agreement that says as long as the number of lots does not increase, the City would agree to install the looped water line and the road. However, if the property was developed into more than the three lots with the existing two residences, the City would be installing portions of the development that the City typically requires the developer to install. Mr. Leigh said he could not support what he felt was an open-ended commitment.

City Attorney John Messer said that the Council could make whatever changes they desired, and the Camerons could choose to agree or not.

Councilmember Paul Sanderford asked what portion of Lake to Lake Road was described in the letter as “built in the future.” Mrs. Smith and Mr. Listi responded that it is the section shown in pink on the map, which is approximately 1,000 feet.

Mayor Grayson stated that she felt the length of time that park funds would be committed to this parkland property before the road would actually be built giving access to the park was disconcerting. Mr. Listi said that the trail access to the park could be completed sooner. Mrs. Grayson asked if the Council could approve the purchase with a development agreement to be provided later. Mr. Messer said that the Council needed to provide specifics to the City Manager to use in negotiations with the Camerons.

A motion was made by Councilmember Kirkley for approval of the purchase of the Cameron property as written; however, the motion failed for lack of a second.

Mr. Listi said it appeared to him that the Council was not comfortable with item 3a. He said that we need to ensure that our commitment to extend the waterline and build the road only occurs in conjunction with the construction of Lake to Lake Road in the future.

Councilmember Sanderford asked how negotiations for the loop road and water line came into play and wondered what the thinking was behind it. Mr. Listi said that it is a public street improvement for the Lake to Lake Road project. Under current conditions the loop is only necessary for the two lots as they exist right now. It is a public need created by this division that the City is instigating, so it was felt to be the City's obligation.

Mayor Pro Tem Leigh said that he was not against the purchase. He just feels that some items in the purchase agreement need clarification.

Mr. Listi recommended that both items be tabled until the next Council meeting.

Councilmember Kirkley made another motion to table items 14 and 15 to the June 14, 2016, Council meeting which was seconded by Councilmember Pearson. The motion to table items 14 and 15 to the June 14, 2016, Council meeting passed upon a vote of 6-0.

**16. Consider award of bid and authorizing the City Manager to execute a construction contract for Sparta Road Pavement Replacement Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.**

Director of Internal Services/City Engineer Angellia Points said that in February 2015, the Council authorized KPA Engineers to complete the design of Sparta Road. She explained that the pavement has failed many times in the area between Walmart and Main Street. A geotechnical analysis determined that Sparta Road is not designed for the actual traffic and vehicle loads that it is being subjected to at this time.

Mrs. Points said that the project was broken into phases:

Phase 1 – Sparta Road from Main Street to the west entrance to Walmart.

Phase 2 – Walmart to Loop 121, including the roundabout at the Commerce Drive intersection with Sparta Road.

Four bids were received on May 12, 2016, for the construction of the Phase 1 improvements. The low bidder was Alpha Paving out of Round Rock with a bid of \$400,447.50.

The Engineer's Opinion of Probable Cost to construct the Project was \$636,000 from discussions with asphalt providers and contractors, which is \$235,552.50 higher than the lowest bid. KPA, the City Engineer, and a review team evaluated the bids,

interviewed the low bidder, and determined that Alpha Paving, the low bidder, has the capability and experience to perform to the requirements of the contract. Although Alpha Paving has not worked with the City of Belton in previous projects, their work history, testing results, and business financials show they have a good record of completing quality projects on time and on budget. Contract documents require the contractor to complete the work by July 1, 2016, and allow the work to be performed overnight between 6:00pm and 7:00am.

Councilmember Gauntt asked if there was a way to get rid of the “suicide lane.” Mrs. Points said that discussion had taken place about using raised medians, but since there are so many private entrances, it would be difficult and costly.

Upon a motion by Councilmember Pearson and a second by Councilmember Sanderford, item 16 was approved upon a vote of 6-0.

**17. Consider a resolution authorizing the submittal of a regional application to the Texas Water Development Board for a Flood Protection Planning Grant for the Nolan Creek Watershed.**

Grants and Special Projects Coordinator Aaron Harris explained that this item represents an opportunity for the City of Belton to support a regional grant application to the Texas Water Development Board for a Flood Protection Planning Grant for the Nolan Creek Watershed. This application was initiated by the Central Texas Council of Governments and several area government agencies will participate and provide that grant match.

The TWDB Flood Protection Planning Program is designed to assist communities in evaluating regional solutions to flooding problems. Only regional applications are eligible and require a 50 percent match, which would be shared between the participating communities. Belton’s identified cost share is \$12,578, or approximately 4.6% of the required match of \$273,350 for the estimated \$546,700 total project cost. The deadline for submission of the grant application to the Water Development Board is June 17, 2016.

Mr. Harris said that the Plan would study structural and non-structural approaches to reducing flood damage. The structural approaches could include channelization, regional detention, bridges, and culverts. Non-structural approaches could include additional flood early warning monitors, enhanced software for the existing flood early warning system, flood-prone land acquisition, and storm water management standards (ordinances).

Mr. Harris stated that the potential benefits for Belton include:

- Assess potential need for regional detention pond(s) upstream of Belton
- Update the drainage model/map to analyze impact of current and future development

- Identify removal of East Avenue A (Shirt-Tail Bend) low water crossing as a regional project
- Study the need and location of additional monitoring stations and warning sirens
- Enhance software for flood warning and display a more user friendly interactive platform for the public
- Combine potential projects with water quality components to tie into the Watershed Protection Plan that is currently being developed by Texas Institute for Applied Environmental Research (TAIER).

Mr. Harris added that if the grant application is selected and approved by the TWDB, the project would be funded over two fiscal years. He said that Staff will pursue the possibility of providing in-kind services to minimize the identified cost share such as applying components of the City's updated Drainage Master Plan to this study.

He explained that Killeen, Harker Heights, Nolanville, Brazos River Authority and Bell County WCID #6 have expressed support for this regional grant application. Bell County and Fort Hood have not expressed support or remain uncommitted at this time. Councilmember Pearson asked if the region would still be able to apply if Bell County and Fort Hood do not participate. Mr. Harris responded that the application would still be viable.

Upon a motion by Councilmember Pearson and a second by Councilmember Kirkley, item 16 was approved upon a vote of 6-0.

### **Executive Session**

**18. 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 551.071, consultation with attorney.**

The Mayor announced that the Executive Session was not needed, and there being no further business, she adjourned the meeting at 6:54 p.m.

---

Marion Grayson, Mayor

ATTEST:

---

Amy M. Casey, City Clerk

# Staff Report – City Council Agenda Item



## Agenda Item #6

Consider appointments/reappointments to the following:

- A. Parks Board
- B. Zoning Board of Adjustment

## Originating Department

Administration – Amy M. Casey, City Clerk

## Background

- A. Josh Pearson's and Daniel Bucher's terms on the Parks Board will expire on June 20, 2016. Mayor Marion Grayson is recommending both for reappointment, and they have each expressed a desire to serve another two year term.
- B. David Jarratt's and Lewis Simms' terms on the Zoning Board of Adjustment will expire on June 25, 2016. Mayor Marion Grayson is recommending both for reappointment, and they have each expressed a desire to serve another two year term.

## Fiscal Impact

N/A

## Recommendation

Recommend approval of the reappointments.

## Attachments

None

# Staff Report – City Council Agenda Item



## Agenda Item #7

Consider authorizing the purchase of 3.546 acres of land from Don and Billie Cameron for Lake-to-Lake Road right-of-way.

### Originating Department

Administration – Sam A. Listi, City Manager

### Summary Information

Please see City Council Agenda Item for the May 24, 2016 meeting.

This item was presented to City Council for action on May 24, 2016, at which time Management recommended purchase of 3.546 acres from Don and Billie Cameron for needed Lake to Lake Road right of way. At that meeting, Council sought clarification concerning the conditions of the purchase, specifically when the connector road – Spur 2271 – and the looped city water line, would be built. It was our intent that these improvements be provided by the City, but not until needed in conjunction with Lake to Lake Road construction. Council sought to clarify that, if the remaining Cameron property is redeveloped before the Spur 2271 connector road is needed for access between the Lake to Lake Road and Sparta Road, the connector road and water line extensions should be the responsibility of the developer. Council tabled action on this item to the June 14<sup>th</sup> meeting to clarify this timing question with the sellers.

I prepared a revised offer letter, secured approval of the City Attorney's office, and met with the Camerons on May 26<sup>th</sup> to review the proposed changes. Following an explanation of the reason for the changes, the Camerons signed the revised offer letter. Highlighted changes and the signed offer letter are attached.

### Fiscal Impact

Source of funds for this important acquisition include:

- |                              |                  |
|------------------------------|------------------|
| a. Park Fund:                | \$ 18,200        |
| b. Water/Sewer Fund:         | \$ 5,964         |
| c. General Fund Contingency: | <u>\$ 79,075</u> |
| Total:                       | \$103,239        |

Budgeted: ☐ Yes ☒ No ☒ Capital Project Funds (Park Fee)

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

### **Recommendation**

Consistent with the FY 2016 Strategic Plan directing continued ROW acquisition for the Lake to Lake Road, and specifically acquisition of the Cameron property, recommend approval of Cameron land acquisition based on the revised offer letter dated May 26, 2016.

Also recommend approval of the associated preliminary/final plat of Cameron Hills II subdivision plat.

### **Attachments**

City of Belton's Revised Offer Letter Executed by Camerons on May 26, 2016  
Lake-to-Lake Road Alignment/Cameron Hills II Plat  
Cameron Hills II Staff Report, Plat, Aerial Photo  
Cameron Property Appraisal  
FY 2016 Strategic Plan Excerpt  
Corps of Engineer's Letter Requests (March 17 and April 7, 2016)





# City of Belton

– Founded 1850 –

March 3, 2016 (REVISED 05/26/16)

Mr. & Mrs. Don Cameron  
2312 Sparta Road  
Belton, Texas 76513

Dear Mr. & Mrs. Cameron:

I want to thank you again for your courtesy during several visits to City Hall to discuss right-of-way (ROW) needs for the Lake to Lake Road project. As we have discussed, the City would like to acquire a 3.546 acre tract for this project, and this letter outlines an offer to you based upon our conversations and understandings.

Subject to City Council approval, the City of Belton proposes to acquire the 3.546 acre tract referenced in the attachments, conditioned on the following elements of compensation, some provided at closing and some in the future.

1. The City will pay you the appraised value of \$95,700 at closing. See attached appraisal.
2. The City agrees to provide these water improvements within 90 days of closing at no cost to you:
  - a. The City will extend a 2" water line a distance of approximately 650' to provide domestic water service to the two Cameron parcels shown on the exhibit;
  - b. The City will make two taps and install two 5/8" meters at the end of this public line. You will be responsible for hiring a plumber to extend a private water line to the two Cameron residences; and
  - c. Your gate, currently located at your property entrance on the north side of Sparta Road, will be relocated to the point of water service, approximately 650' north of Sparta Road, to a mutually agreeable location, in conjunction with extension of water service. You will remain responsible for driveway maintenance within the FM 2271 Spur until the connector street is built.
3. The City agrees to provide these future water and street improvements to serve the two existing Cameron property residences when the Lake to Lake Road Street Project is built between Sparta Road and Chisholm Trail Parkway.
  - a. The existing 8" water line, located on the north side of Sparta Road, will be extended and looped northward and eastward a distance of approximately 1090' to connect to the 16" water line located on the east side of the Lake to Lake ROW. Timing for installation of this future public water line by the City will be in conjunction with construction of the FM 2271 Spur connector street across the acquired Cameron property, between Sparta and Lake to Lake Road; and.

- b. When this the public water line discussed in 3a above is designed, a fire hydrant will be provided for fire protection to the two existing Cameron properties residences at a location to be determined jointly by the City and the property owners, within the FM 2271 Spur right of way.
- c. The FM 2271 Spur connector street will be built by the City between Sparta Road and the Lake to Lake Road, for access to the existing two Cameron residences, when required due to the Lake to Lake Road Street Project.
- d. If the existing Cameron property containing two residences is subdivided for additional development, the street and water line extension obligations of the City addressed in 3a, 3b, and 3c above will become the responsibility of the developer.

Please review these proposed elements of compensation and, if agreeable, indicate your approval by signing below.

Thank you for working with the City on these needed future public improvements.

Sincerely,

Sam A. Listi  
City Manager

We agree with the proposed compensation elements for the 3.546 acre parcel as indicated in this revised letter.

\_\_\_\_\_  
Don Cameron

\_\_\_\_\_  
Billie Cameron

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# City of Belton

– *Founded 1850* –

May 26, 2016

Mr. & Mrs. Don Cameron  
2312 Sparta Road  
Belton, Texas 76513

Dear Mr. & Mrs. Cameron:

I want to thank you again for your courtesy during several visits to City Hall to discuss right-of-way (ROW) needs for the Lake to Lake Road project. As we have discussed, the City would like to acquire a 3.546 acre tract for this project, and this letter outlines an offer to you based upon our conversations and understandings.

Subject to City Council approval, the City of Belton proposes to acquire the 3.546 acre tract referenced in the attachments, conditioned on the following elements of compensation, some provided at closing and some in the future.

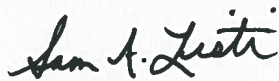
1. The City will pay you the appraised value of \$95,700 at closing. See attached appraisal.
2. The City agrees to provide these water improvements within 90 days of closing at no cost to you:
  - a. The City will extend a 2" water line a distance of approximately 650' to provide domestic water service to the two Cameron parcels shown on the exhibit;
  - b. The City will make two taps and install two 5/8" meters at the end of this public line. You will be responsible for hiring a plumber to extend a private water line to the two Cameron residences; and
  - c. Your gate, currently located at your property entrance on the north side of Sparta Road, will be relocated to the point of water service, approximately 650' north of Sparta Road, to a mutually agreeable location, in conjunction with extension of water service. You will remain responsible for driveway maintenance within the FM 2271 Spur until the connector street is built.
3. The City agrees to provide these future water and street improvements to serve the two existing Cameron residences when the Lake to Lake Road Street Project is built between Sparta Road and Chisholm Trail Parkway.
  - a. The existing 8" water line, located on the north side of Sparta Road, will be extended and looped northward and eastward a distance of approximately 1090' to connect to the 16" water line located on the east side of the Lake to Lake ROW. Timing for installation of this future public water line by the City will be in conjunction with construction of the FM 2271 Spur connector street between Sparta and Lake to Lake Road.

- b. When the public water line discussed in 3a above is designed, a fire hydrant will be provided for fire protection to the two existing Cameron residences at a location to be determined jointly by the City and the property owners, within the FM 2271 Spur right of way.
- c. The FM 2271 Spur connector street will be built by the City between Sparta Road and the Lake to Lake Road, for access to the existing two Cameron residences, when required due to the Lake to Lake Road Street Project.
- d. If the existing Cameron property containing two residences is subdivided for additional development, the street and water line extension obligations of the City addressed in 3a, 3b, and 3c above will become the responsibility of the developer.

Please review these proposed elements of compensation and, if agreeable, indicate your approval by signing below.

Thank you for working with the City on these needed future public improvements.

Sincerely,



Sam A. Listi  
City Manager

We agree with the proposed compensation elements for the 3.546 acre parcel as indicated in this revised letter.



Don Cameron



Billie Cameron

5/26/2016

Date

5-26-16

Date





- 647 Ft.
- 1088 Ft.
- FM2271 Extension
- Property Boundaries



0 55 110 220 Feet  
Aerial Imagery Date: 2015  
Map Date: 3/2/2016



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





Maps and data are for informational purposes and may not have been prepared for or be suitable for legal engineering or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries. No warranty is made by the City of Belton regarding specific accuracy or completeness.



File No. 19316CH  
Case No.

**Property Address** 3.546 ac. on Sparta Rd.

City **Belton**

---

County

**Bell**

State

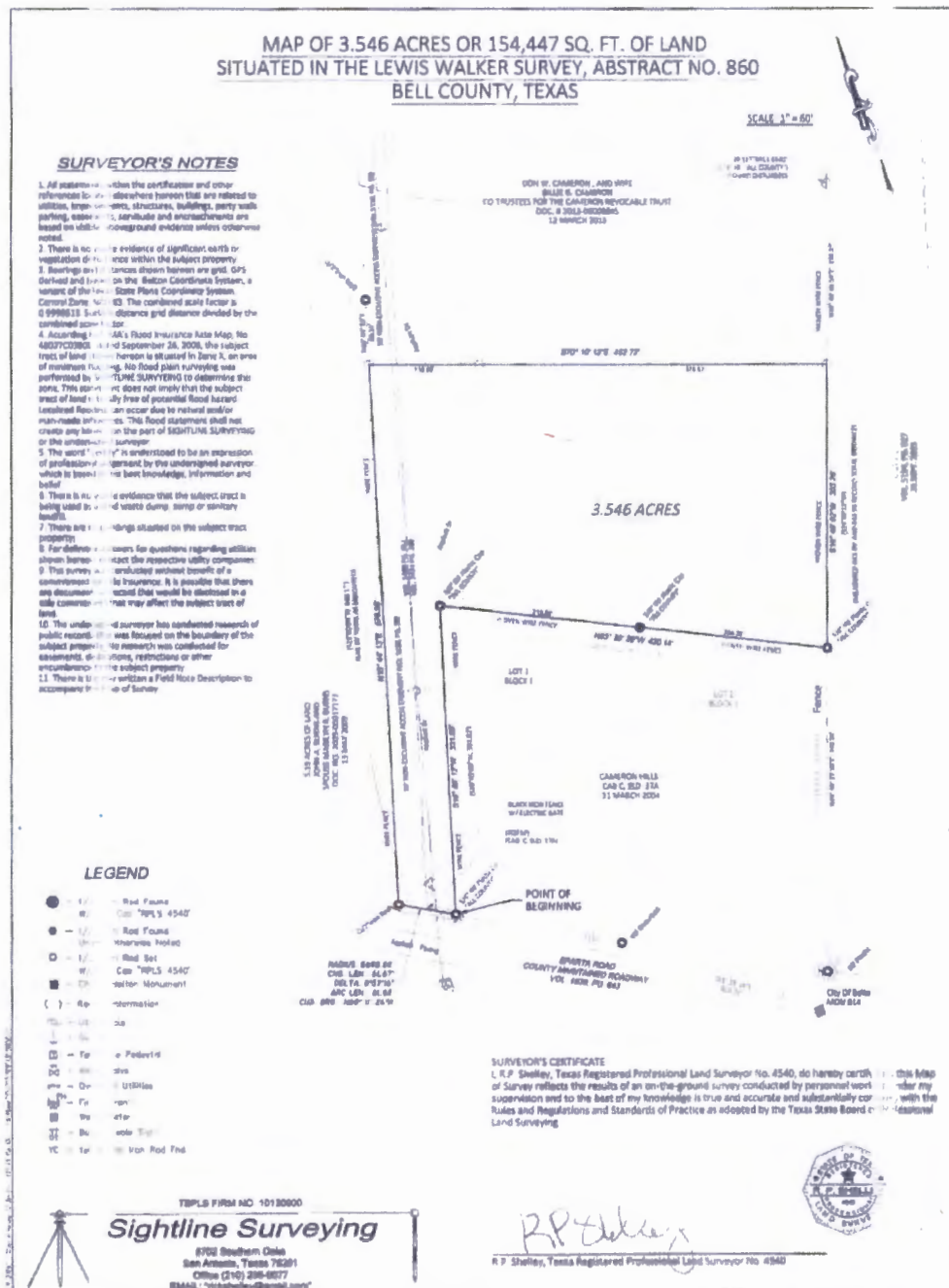
TX

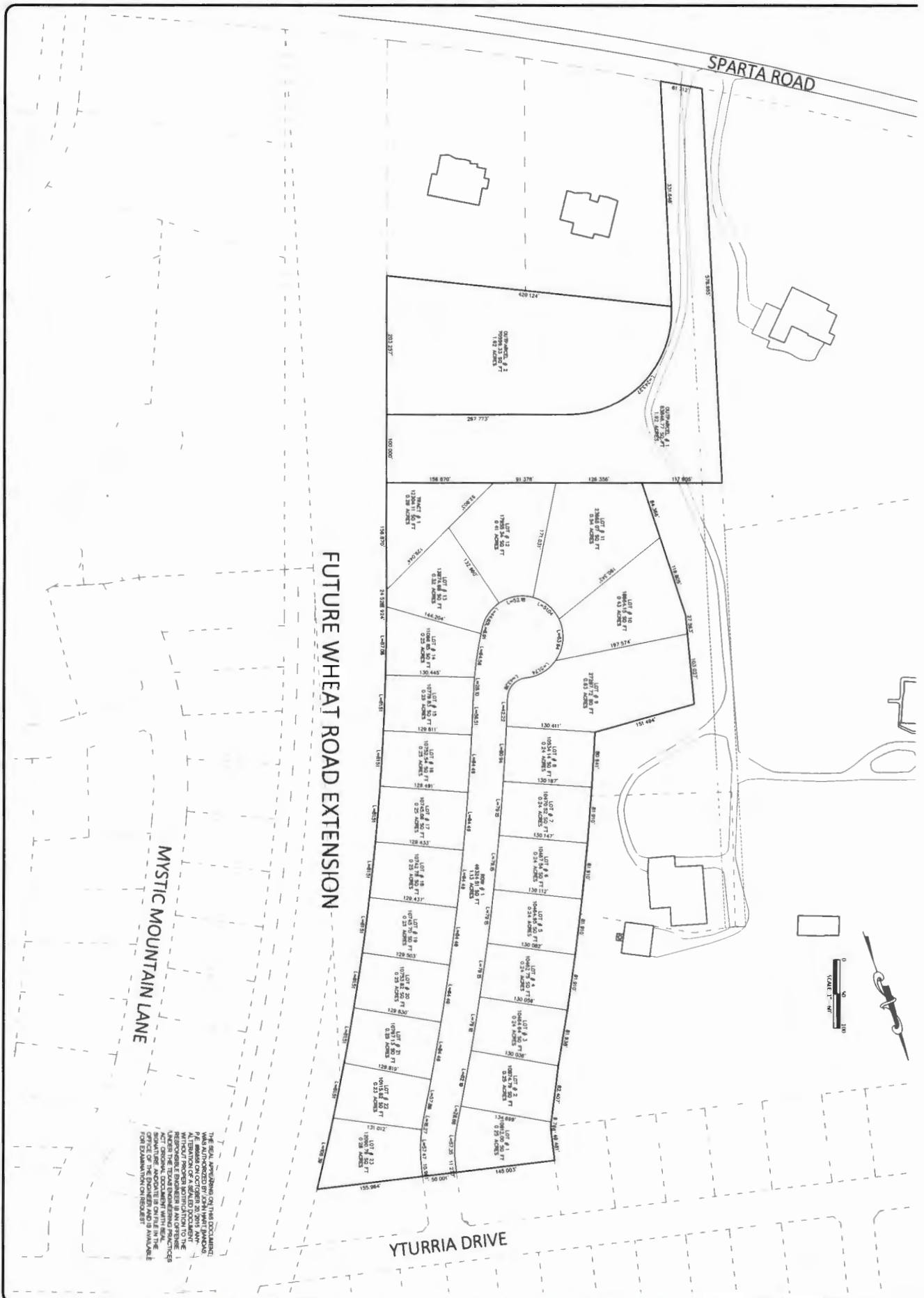
Zip Code

76513-5227

**Lender/Client**     **City of Belton**

Address 333 Water St., Belton, TX 76513





|  |  |  |  |   |  |  |
|--|--|--|--|---|--|--|
| <p>DATE: OCT 26 2015</p> <p>DRAWN BY: RLW, VR</p> <p>DESIGNED BY: RBZ</p> <p>CHECKED BY: RBZ</p> <p>PROJECT # 206C</p> |  | <p><b>BANDAS ENGINEERING CO.</b></p> <p>CIVIL ENGINEERING FIRM • F-3782</p> <p>415 COTTINGHAM DRIVE</p> <p>TEMPLE, TEXAS 76504</p> <p>www.bandasengineering.com bandasengineering@sbcglobal.net</p>  |  | <p>TRACT MAP UPDATE</p> <p>CAMERON TRACTS</p> | <p>DAWSON RANCH PHASE VI</p> <p>CAROTHERS DEVELOPMENT L.L.C.</p> <p>50 WHEAT ROAD</p> <p>BELTON, TEXAS 76513</p> |  |
|  |  | <p>EXH "B"</p>   |  |   | <p>PRELIMINARY</p>   |  |
|  |  | <p>THE SEAL, AUTHORIZING ONLY THE DOCUMENTS AND ANY INFORMATION CONTAINED THEREIN, IS THE PROPERTY OF BANDAS ENGINEERING CO. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BANDAS ENGINEERING CO.</p> |  |   | <p>DAWSON RANCH PHASE VI</p> <p>CAROTHERS DEVELOPMENT L.L.C.</p> <p>50 WHEAT ROAD</p> <p>BELTON, TEXAS 76513</p> |  |
|  |  | <p>THIS TRACT MAP IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN PERMISSION OF BANDAS ENGINEERING CO.</p>  |  |   | <p>DAWSON RANCH PHASE VI</p> <p>CAROTHERS DEVELOPMENT L.L.C.</p> <p>50 WHEAT ROAD</p> <p>BELTON, TEXAS 76513</p> |  |



# Cameron Hills II



|  |                  |
|--|------------------|
|  | Cameron Hills II |
|  | FM2271 Extension |
|  | Property Lines   |

City of Dallas  
Map  
Date: 5/11/2016  
1:2"

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



# Staff Report – Planning & Zoning Item



**Date:** May 17, 2016  
**Case No.:** P-16-17  
**Request:** Preliminary/Final Plat  
**Applicant:** Sightline Surveying/  
Bandas Engineering

## Agenda Item

P-16-17 Consider a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.

## Originating Department

Planning – Erin Smith, Director of Planning

## Case Summary

This is a 3-lot subdivision with ROW dedication for FM 2271 Spur.

## Project Analysis and Discussion

This is a 3-lot single family subdivision plat proposed as Cameron Hills II subdivision. Proposed Lot 1, Block 1 and Lot 1, Block 2 are zoned Agricultural Zoning District and proposed Lot 2, Block 2 is zoned Single Family-1 Zoning District. Lots 1 and 2, Block 2 each contain a single family home. The size of the proposed Lot 1, Block 2 is 14.892 acres in size, in conformance with the Agricultural Zoning District Zoning District lot size requirements and the size of the proposed Lot 2, Block 2 is 0.955 acres in size, in conformance with the Single Family-1 Zoning District lot size requirements. The City is working with the owners, Don and Billie Cameron to acquire 1.927 acres of ROW for FM 2271 Spur and the remaining 1.620 acres south of the ROW shown as Lot 1, Block 1 on this proposed plat. FM 2271 Spur will be a local roadway that is needed to provide future access from Sparta Road to Lake to Lake Road, since there will ultimately be a bridge for Lake to Lake Road extending over Sparta Road, BNSF railroad, and Nolan Creek. The existing driveway leading to the two homes will remain within the proposed FM 2271 Spur ROW to provide access to Lots 1 and 2, Block 2, until this roadway is constructed in the future. Since Lot 2, Block 2 does not have property frontage along the proposed FM 2271 Spur ROW, a 30 feet wide access easement will extend from the FM 2271 Spur ROW to this lot.

According to the Subdivision Ordinance, any residential subdivision within the City of Belton, or within the City's extraterritorial jurisdiction, is required to set aside and dedicate to the public sufficient and suitable lands for the purpose of parkland and/or make a financial

contribution for the acquisition and development of such parkland. These requirements may be satisfied through parkland dedication or payment of fees-in-lieu of required parkland or a combination of the two. This subdivision requires parkland dedication of 0.03 acres or \$600 parkland fee for the three lots. Since two of the lots contain existing houses and the other lot is not proposed for single family construction, staff recommends approval of a variance to the parkland requirements, given no increase in number of lots.

City staff have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer dated May 9, 2016.

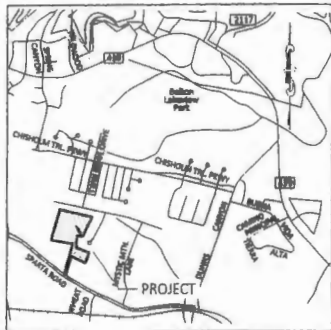
### **Recommendation**

Recommend approval of a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.

### **Attachments**

1. Final Plat Application
2. Final Plat
3. Location Map





**LOCATION MAP**  
1" = 1,000'

**REMARKS:**  
TOTAL AREA OF LOTS = 3.466 ACRES  
ACREAGE OF THIS SUBDIVISION = 1.927 ACRES  
C.L. LOCATION OF THIS SUBDIVISION = 913.88' L.F.  
TOTAL AREA OF SUBDIVISION = 19.263 ACRES  
LEWIS WALKER SURVEY, ABSTRACT NO. 860

**LEGAL INFORMATION:**  
THIS ADDITION IS EITHER FROM A P.M. MAP OR 4027030333, DATED SEPT. 25, 2003. ALL AREAS OF THIS SUBDIVISION ARE IN TOWNSHIP 14S, RANGE 12E, COUNTY OF BELL, TEXAS.

**CITY OF BELTON INFORMATION:**  
THIS PLAT IS REFERENCED TO THE CITY OF BELTON HORIZONTAL CONTROL SURVEY MONUMENTS:  
MONUMENT B-14 (NAD 83 TEXAS CENTRAL ZONE)  
EASTING 3187911.387  
NORTHING 1379881.145  
ELEVATION 587.28  
CONVERGENCE 1" 37' 58.76"  
COMBINED SCALE FACTOR 0.99998328

MONUMENT B-15 (NAD 83 TEXAS CENTRAL ZONE)  
EASTING 3187911.387  
NORTHING 1379881.145  
ELEVATION 587.28  
CONVERGENCE 1" 37' 58.76"  
COMBINED SCALE FACTOR 0.99998328

THE BEARING SHOWN IS THE LINE FROM MONUMENT B-14 TO MONUMENT B-15  
WHICH BEARS S 67°50' E. ALL DISTANCES ARE GRID DISTANCES.

| Line # | Length  | Direction   |
|--------|---------|-------------|
| L1     | 8.80'   | S09°02'30"W |
| L2     | 85.30'  | S28°50'41"W |
| L3     | 82.00'  | S29°08'45"W |
| L4     | 78.80'  | S27°50'57"W |
| L5     | 81.80'  | S28°47'18"W |
| L6     | 181.40' | N08°00'28"W |
| L7     | 130.50' | S14°08'01"W |

| Curve # | Arc Length | Radius   | Chord      | Chord Brg   | Chord Len |
|---------|------------|----------|------------|-------------|-----------|
| C1      | 243.34'    | 150.00'  | 088°54'41" | S83°33'33"W | 217.48'   |
| C2      | 81.64'     | 8880.00' | 000°37'18" | N00°11'24"W | 81.67'    |

# **FINAL PLAT OF CAMERON HILLS II, BEING 19.393 ACRES OF LAND SITUATED IN THE LEWIS WALKER SURVEY, ABSTRACT NO. 860**

SCALE: 1" = 100'

DONALD GENE PARKER  
17.66 ACRES  
VOL. 2543 PG. 71  
Nov. 15, 1988

5.19 ACRES OF LAND  
JOHN A. BURNS AND  
SPOUSE MARILYN R. BURNS  
DOC. NO. 2009-00017175  
13 MAY 2009

2.18 ACRES OF LAND  
LEWIS CHAMBERLAIN DREW &  
GERALD RICHARD DREW  
DOC. NO. 2011-00056408  
30 OCT 2011

**BLOCK 2  
LOT 1  
14.892 ACRES**

**BLOCK 1  
LOT 1  
1.620 ACRES**

**BLOCK 2  
LOT 2  
0.955 ACRES**

CAMERON HILLS I  
CAB. C. SLD. 37A  
31 MARCH 2004

3.466 ACRES OF LAND  
CITY OF BELTON, TEXAS  
VOL. 5154, PG. 827  
25 SEPT. 2003

## **LEGEND**

- CDS Monument Point
- 1/2" Iron Rod Poured At Hub
- 1/2" Iron Rod Poured With Cap "WPLS 404P"
- 1/2" Iron Rod Set With Cap "WPLS 404P"
- ( ) - Poured Information

## **TAX CERTIFICATE**

The Bell County Tax Appraisal District, the taxing authority for all additons in Bell County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016  
Bell County Tax Appraisal District  
By: \_\_\_\_\_

FILED FOR RECORD this \_\_\_\_\_ day of \_\_\_\_\_, 2016, A.D.  
Plat Number \_\_\_\_\_ Plat Records of Bell County, Texas  
Dedication Instrument Document Number \_\_\_\_\_

## **Certificate of the Owner.**

### **KNOW ALL MEN BY THESE PRESENTS,**

That the Cameron Family Revocable Trust, Don W. Cameron and Billie G. Cameron, Co-Trustees, and Lisa Brown-Bartholomew, being the sole owners of the land shown in this plat and designated herein as Cameron Hills II, in addition to the City of Belton, Bell County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the Public forever, all streets, parks, water courses, drains, easements, and public places as shown herein.

Cameron Family Revocable Trust  
2312 Spur Road  
Belton, Texas 78513

Don W. Cameron, Co-Trustee for Cameron Family Revocable Trust

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D. By Don W. Cameron, Co-Trustee for Cameron Family Revocable Trust.

NOTARY PUBLIC STATE OF TEXAS  
My Commission Expires \_\_\_\_\_

Billie G. Cameron, Co-Trustee for Cameron Family Revocable Trust

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D. By Billie G. Cameron, Co-Trustee for Cameron Family Revocable Trust.

NOTARY PUBLIC STATE OF TEXAS  
My Commission Expires \_\_\_\_\_

Lisa Brown-Bartholomew  
2308 Spur Road  
Belton, Texas 78513

Lisa Brown-Bartholomew

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D. By Lisa Brown-Bartholomew.

NOTARY PUBLIC STATE OF TEXAS  
My Commission Expires \_\_\_\_\_

## **Certificate of the Registered Professional Land Surveyor.**

### **KNOW ALL MEN BY THESE PRESENTS,**

That I, R.P. Shalley, Registered Professional Land Surveyor, do hereby certify that I did prepare this plat from an actual and accurate survey of the land, that the corner monuments shown herein shall be properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Belton, Texas.

THIS FINAL PLAT IS RELEASED BY RICK SHALLEY.  
IT IS FOR REVIEW ONLY. THIS SHALL NOT BE  
USED FOR FINANCIAL OR REAL PROPERTY  
TRANSACTIONS UNLESS APPROVED BY CITY OF  
BELTON AND SIGNED BY SURVEYOR.

R.P. Shalley, RPLS No. 4040  
Registered Professional Land Surveyor



## **Certificate of Approval by the Planning & Zoning Commission.**

I hereby certify that the above and foregoing plat of Cameron Hills II, in addition to the City of Belton, Texas was approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the Planning & Zoning Commission of the City of Belton, Texas.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

## **Certificate of Approval by the City Council.**

I hereby certify that the above and foregoing plat of Cameron Hills II, in addition to the City of Belton, Texas was approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City Council of the City of Belton, Texas.

Mayor \_\_\_\_\_ Secretary \_\_\_\_\_

Said addition shall be subject to all the Requirements of the Subdivision Ordinance of the City of Belton.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City Clerk \_\_\_\_\_

## **Sightline Surveying**

5702 Southern Oaks  
San Antonio, Texas 78241  
Office (210) 888-6077 Fax (210) 888-4382  
EMAIL: "sightline@gmail.com"



# P-16-18 Cameron Hills II

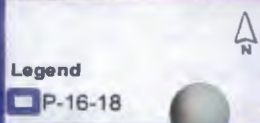
**PROPOSED PLAT:**

Final Plat  
Cameron Hills II  
Acres: 19.393

**PROPERTY OWNER:**

CAMERON FAMILY -  
REVOCABLE TRUST

Proposed Cameron Hills II



0 90 180 360  
Feet

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



**APPRAISAL REPORT  
OF**



3.546 ac. on Sparta Rd.  
Belton, TX 76513-5227

**PREPARED FOR**

City of Belton  
333 Water St.  
Belton, TX 76513

**AS OF**

2/4/16

**PREPARED BY**

Hal Dunn & Associates: 5106 S. General Bruce Dr., Suite 200, Temple, TX 76502  
HalDunn\_Associates@yahoo.com

Hal Dunn & Associates  
**Cover Letter**

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513

5106 S. General Bruce Dr., Suite 200  
Temple, TX 76502

**Hal Dunn and Associates**  
Telephone 254-773-2222  
Fax 254-742-1615

February 4, 2016

City of Belton  
333 Water St.,  
Belton, TX 76513

Attention: Erin Smith  
Re: Appraisal of 3.546 ac. on Sparta Rd., Belton, TX  
Legal: 3.546 ac. out of the Lewis Walker Survey, Abstracty 860, Bell Co., TX

In accordance with your request, we have appraised the above-referenced property. The report of that appraisal is attached. The objective/purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as-is, in unencumbered fee-simple title of ownership.

The intended use of this appraisal is for our client to make financial decisions regarding the subject property. This appraisal will establish a market value of the real estate for the exclusive use of our client, who is under no restrictions regarding the distribution of this report to other interested parties of choice. The purpose of this appraisal is to provide an opinion of market value along with relevant analysis and data for our client. This appraisal was prepared for utilization solely by our client in making financial decisions regarding the subject property. We have performed no appraisal or other specified service as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

This report is based on a physical analysis of the site, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. This report determined the highest and best use of the subject, completed or analyzed the three approaches to value (when appropriate), and has reconciled the appropriate approaches to value into a final estimate of market value. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice. According to the Uniform Standards of Professional Appraisal Practice, this report fulfills the requirements of an 'Appraisal Report'.

The market value conclusions reported are as of the effective date stated in the body of the report, and are contingent upon the certification and limiting conditions attached. We are not required to testify or explain the appraisal results other than respond to the client's routine and customary questions. This cover letter is invalid as an opinion of value without the attached report that contains the text, exhibits, and addenda.

The existence of any hazardous substances, including and without limitation to asbestos, radon gas, petroleum leakage, or agricultural chemicals, or any other environmental conditions, which may or may not be present on or within the property, were not called to the attention of the appraiser nor did this appraiser become aware of such during the inspection of the subject. This appraiser has no knowledge of the existence of such materials, unless otherwise noted. This appraiser is not qualified to detect or test for such substances or conditions. If such substances exist on the subject property, the finding and removal of those could be quite costly and could substantially affect the value of the property. The final value estimate is predicted on the assumption that there is no such condition on, near, or within the property, or within such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such conditions, or for expertise including engineering knowledge required to discover them. A title commitment, or qualified engineer, surveyor, or other professional would be required to make easement, encroachment, drainage condition, deed restriction, availability and location of utilities, liens, soil conditions, asbestos conditions, exact land size, sewer/septic condition, environmental condition, and other condition determinations regarding the subject property.

After consideration of the data, discussion, and analysis contained within this report and subject to the Assumptions and Limiting Conditions, it is concluded that the market value of the subject property, with an estimated marketing period and exposure time of 180 to 365 days, as of February 4, 2016, is:

**\$95,700, As-Is, Fee-Simple**

It has been a pleasure to assist you. Please do not hesitate to contact us if we can be of additional service to you.

Appraiser Name

Chris Hering

Supervisor Name

Harold P. Dunn

**Table of Contents**

| <b>Page Title</b>                                 | <b>Page #</b> |
|---|---------------|
| Cover Letter                                      | 1             |
| Certification                                     | 2             |
| Comments  | 3             |
| Comments Page 2                                   | 4             |
| Comments Page 3                                   | 5             |
| Land Appraisal                                    | 6             |
| Extra Comps 4-5-6                                 | 7             |
| Land Certification Page 1                         | 8             |
| Land Certification Page 2                         | 9             |
| Land Certification Page 3                         | 10            |
| Subject Photos                                    | 11            |
| Survey Map  | 12            |
| Field Notes #1                                    | 13            |
| Field Notes #2                                    | 14            |
| Field Notes #3                                    | 15            |
| BellCAD Map                                       | 16            |
| Aerial View                                       | 17            |
| Flood Map   | 18            |
| Zoning Map  | 19            |
| Location Map                                      | 20            |
| Bell County Quickfacts (Source: US Census Bureau) | 21            |
| Bell County Quickfacts (Source: US Census Bureau) | 22            |
| Comments  | 23            |
| Comments Page 2                                   | 24            |
| Photo Comparables 1-2-3                           | 25            |
| Photo Comparables 4-5-6                           | 26            |
| Appraiser Independence Certification              | 27            |
| Privacy Notice                                    | 28            |
| Limit Cond. w/Environ.                            | 29            |
| Appraiser Independence Certifi                    | 30            |
| Appraisal Compliance Addendum                     | 31            |
| Appraiser Disclosure Statement                    | 32            |
| Engagement Letter                                 | 33            |
| Appraiser License Certificate                     | 34            |
| Appraiser License Certificate                     | 35            |



Certification

File No. 19316CH

Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton

County

Bell

State

TX

Zip Code

76513-5227

Lender/Client City of Belton

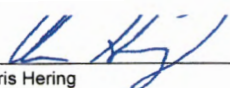
Address 333 Water St., Belton, TX 76513

**CERTIFICATION**

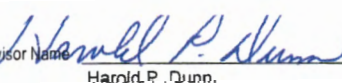
"I Certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person or persons signing this report.
- This appraisal was prepared based upon my experience, and the data available.
- I have not been engaged to provide, and this appraisal does not provide a warranty of any kind that the conclusions set forth in this report will, in fact, be realized.
- I have not been engaged to evaluate the effectiveness of the management of the subject property.
- I have not been engaged to be responsible for future marketing efforts and other actions of management of the subject property, and they may affect the actual results.
- I have not been engaged to take responsibility for any circumstances, events, or conditions in the economy or marketplace that take place or exist subsequent to the effective date of this appraisal.
- This appraisal has not and can not be re-addressed to another client. No other user is intended.
- This appraisal makes no reduction for commissions on the sale of the subject property, unpaid taxes, or liens against the subject property.
- Through my experience, education, and other resources, I have established sufficient competence to appraise the subject property.
- We have performed no appraisal or other specified service as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment."

Appraiser Name


  
Chris Hering

Supervisor Name


  
Harold P. Dunn

**Purpose of Assignment:**

The purpose of this report is to present this appraiser's concluded opinion of the market value of the fee-simple estate (Full ownership of the complete bundle of rights; Unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of escheat, eminent domain, taxation, and police power) of the subject property as of the effective date of this report, along with a summary of the data and rationale that support this conclusion for the exclusive use of our client, who is under no restrictions regarding the distribution of this report to other interested parties of choice.

**History of the Subject Property:**

According to county records, the subject property (BellCAD Tax ID#Pt of 16569) has been under the ownership of Cameron Family Revocable Trust since 3/7/13. There are no known current listings or contracts involving the subject property.

**Legal Description:**

3.546 ac. out of the Lewis Walker Survey, Abstract 860, Bell Co., TX

**Neighborhood:**

The Belton marketplace is a desirable, developing residential area. The area offers easy access to local schools, employment centers, recreational facilities and major medical facilities. The neighborhood consists of various residential, agricultural, and commercial properties that are generally maintained and show pride of ownership. This neighborhood has average-good appeal to the marketplace. The subject property is located in an area with good access and traffic flow. Property values in this neighborhood are expected to remain stable in the foreseeable future. **The subject is located along Sparta Rd., past Belton High School.**

**Description of the Land:**

The subject land is of sloping topography, and irregular in shape. The land covers approximately 3.546 acres. The property is located in Flood Zone X according to FEMA Flood Insurance Rate Map, Community Panel #480028-0330E dated 09/26/2008. Public water and sewer is assumed to be feasibly available to the property. The subject property has limited frontage on Sparta Rd., a 2-lane, 2-way, asphalt-paved, publicly-maintained roadways.

The assumption was made that the subject property has adequate water & utilities for any future use.

The subject is currently zoned: Ag - Agriculture

A new survey, title commitment research, or a site evaluation report would be required in order to know more about the subject property such as existing easements, encroachments, environmental conditions, deed restrictions, asbestos conditions, liens, drainage condition, availability and location of utilities, soil conditions, and other site features and conditions.

**Description of the Improvements:**

There are no known improvements of value located on the subject property.

**Hypothetical Conditions and Extraordinary Assumptions:**

This appraisal will be made under the following hypothetical conditions and extraordinary assumptions:

This appraisal will be made assuming that the title is clear, and that there are no adverse easements (other than those mentioned previously), encroachments, environmental conditions (above or below ground), deed restrictions, liens, drainage issues, soil conditions, asbestos conditions, and other adverse site features and conditions on the subject property. It will be assumed that there are no issues involving unrecorded or unplatted agreements for easements, utilities, encroachments, or access on or to the property.

These conditions and assumptions or lack thereof might have affected the assignment results.

## HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use which is physically possible, appropriately supported, financially feasible, and that results in the highest value. It is the most profitable likely use to which a property can be used. The opinion of such use may be based upon the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand, in the reasonably near future. As implied in its definition, the highest and best use of a property must be:

1. Legally permissible;
2. Physically possible;
3. A use for which there is a demand in the area;
4. Financially feasible;
5. Reasonably probable and not speculative nor conjectural;
6. Profitable;
7. Deliver to the land the highest net return for the longest period of time, or be maximally productive.

**Based on the location of the subject property, the zoning of the subject property, the ability to be granted a zoning change relatively easily in this area, and the uses of surrounding properties, it is the opinion of your appraiser that the highest and best use of the subject property is Future Development. The highest and best use typically determines the scope and process of the appraisal. Therefore, this appraisal will compare the subject property to other properties that have future development potential**

## DEFINITION OF MARKET VALUE

**Market Value (Source: The Appraisal of Real Estate, 11th Edition by the Appraisal Institute):**

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed, well advised, and are acting prudently in what they consider their own best interests.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash in United States dollars, or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## **VALUATION PROCESS**

The Sales Comparison Approach will be used to estimate the market value of the subject land as a whole. This approach utilizes sales of comparable properties to conclude a value estimate for the subject property. This involves comparing the sales to the subject property, and making the required adjustments for factors that affect the value of the land. This approach is based on the idea that a property's value may be equated with the cost of acquiring an equally desirable substitute/alternative property. Relying upon the principle of substitution, this approach estimates value by a comparison of the subject with comparable properties. Differences between the comparable's and the subject are considered. A value from the Sales Comparison Approach is then concluded from the values indicated by the adjusted price per square foot or price per acre of the comparable properties. The Cost Approach and Income Approach were not applicable approaches to value in this assignment.

## **REASONABLE MARKETING PERIOD AND EXPOSURE TIME**

The subject has an estimated marketing period and exposure time of 180 to 365 days, based on the location of the subject property, sales of comparable properties, the opinions of knowledgeable broker's in this area, and assuming reasonable and proper marketing of the subject. This would include competent and professional marketing, and no significant or abrupt changes to the national or local economy.

## **SCOPE OF THE APPRAISAL ASSIGNMENT**

The following steps and procedures were completed in processing this appraisal assignment:

- 1.) Definition of the objective/purpose of the appraisal.
- 2.) Inspection of the subject neighborhood.
- 3.) Inspection of the subject property.
- 4.) Gather economic data which pertains to the subject property, neighborhood, and region.
- 5.) Determine the highest and best use of the subject property.
- 6.) Determine the appraisal techniques which are appropriate for the subject property.
- 7.) Process Sales Comparison Approach for the land.
  - A.) Select comparable's.
  - B.) Analyze comparable's by comparing them to the subject property; Make appropriate adjustments to the comparable's for factors that affect land value, and use this analysis to estimate the market value of the subject land as a whole based on a price per square foot or price per acre basis.



## LAND APPRAISAL REPORT

File No. 19316CH

Case No.

|   |  |   |   |  |  |   |                              |  |
|---|--|---|---|--|--|---|------------------------------|--|
| IDENTIFICATION  | Owner <u>Cameron Family Revocable Trust</u>  |   | Census Tract <u>0217.00</u>   |  | Map Reference <u>33C02 B01</u>   |   |                              |  |
|   | Property Address <u>3.546 ac. on Sparta Rd.</u>  |   |   |  |  |   |                              |  |
|   | City <u>Belton</u>   |   | County <u>Bell</u>  | State <u>TX</u>  | Zip Code <u>76513-5227</u>   |   |                              |  |
|   | Legal Description <u>3.546 ac. out of the Lewis Walker Survey, Abstracty 860, Bell Co., TX</u>   |   |   |  |  |   |                              |  |
| NEIGHBORHOOD  | Sale Price \$ <u>N/A</u>   |   | Date of Sale <u>N/A</u>   |  | Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD |   |                              |  |
|   | Actual Real Estate Taxes \$ <u>Not Split</u> (yr)  |   | Loan Charges to be paid by seller \$ <u>NA</u>  |  | Other Sales Concessions <u>NA</u>  |   |                              |  |
|   | Client <u>City of Belton</u> Address <u>333 Water St., Belton, TX 76513</u>  |   |   |  |  |   |                              |  |
|   | Occupant <u>Vacant Land</u>  |   | Appraiser <u>Hal Dunn</u>   |  | Instructions to Appraiser <u>Market Value of the Fee Simple Estate</u>   |   |                              |  |
|   | Intended User <u>City of Belton, c/o Erin Smith</u>  |   | Intended Use <u>To aide in making financial decisions regarding the subject property.</u>                                 |  |  |   |                              |  |
|   | Location   | <input type="checkbox"/> Urban  | <input checked="" type="checkbox"/> Suburban  | <input type="checkbox"/> Rural   | Good Avg. Fair Poor  |   |                              |  |
|   | Built Up   | <input type="checkbox"/> Over 75%   | <input checked="" type="checkbox"/> 25% to 75%  | <input type="checkbox"/> Under 25%   |  |   |                              |  |
|   | Growth Rate <input type="checkbox"/> Fully Dev.  | <input type="checkbox"/> Rapid  | <input checked="" type="checkbox"/> Steady  | <input type="checkbox"/> Slow  | Employment Stability <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                                   |   |                              |  |
|   | Property Values  | <input type="checkbox"/> Increasing   | <input checked="" type="checkbox"/> Stable  | <input type="checkbox"/> Declining   | Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                              |   |                              |  |
|   | Demand/Supply  | <input type="checkbox"/> Shortage   | <input checked="" type="checkbox"/> In Balance  | <input type="checkbox"/> Oversupply  | Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                                |   |                              |  |
| Marketing Time  | <input type="checkbox"/> Under 3 Mos.  | <input checked="" type="checkbox"/> 4-6 Mos.  | <input type="checkbox"/> Over 6 Mos.  | Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                 |  |   |                              |  |
| Present Land Use <u>50 %1 Family</u>  | <u>1 %2-4 Family</u>   | <u>1 % Apts</u>   | <u>15 % Condo</u>   | Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>      |  |   |                              |  |
|   | <u>%Industrial 33 % Vacant</u>   |   |   | Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                |  |   |                              |  |
| Change in Present Land Use  | <input type="checkbox"/> Not Likely  | <input checked="" type="checkbox"/> Likely(*)   | <input type="checkbox"/> Taking Place (*)   | Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                  |  |   |                              |  |
|   | (*) From <u>Vacant Land</u> To <u>Res. Dev.</u>  |   | Property of Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>           |  |  |   |                              |  |
| Predominate Occupancy   | <input checked="" type="checkbox"/> Owner  | <input type="checkbox"/> Tenant   | <input type="checkbox"/> % Vacant   | Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> |  |   |                              |  |
| Single Family Price Range   | \$ <u>75</u> to \$ <u>750</u>  |   | Predominant Value \$ <u>180</u>   |  | Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                             |   |                              |  |
| Single Family Age   | <u>1</u> yrs to <u>60</u> yrs.   |   | Predominant Age <u>&gt;5</u> yrs  |  | General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                       |   |                              |  |
|   |  |   |   |  | Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>                                       |   |                              |  |
| Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): <u>The West Temple marketplace is a desirable, developing residential area. The area offers easy access to local schools, employment centers, recreational facilities and major medical facilities. The subject property will be located in an area of properties of similar design, square footage and quality of construction.</u> |  |   |   |  |  |   |                              |  |
| SITE  | Dimensions <u>See Survey &amp; Field Notes in Addenda</u>  |   | = <u>3.546 ac.</u>  |  | <input type="checkbox"/> Corner Lot  |   |                              |  |
|   | Zoning Classification <u>Agriculture</u>   |   | Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations |  |  |   |                              |  |
|   | Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) <u>Future Commercial Development</u>   |   |   |  |  |   |                              |  |
|   | Public <input checked="" type="checkbox"/>   | Other (Describe)  | OFF SITE IMPROVEMENTS   |  | Topo <u>Level to Sloping</u>   |   |                              |  |
|   | Elec. <input checked="" type="checkbox"/>  |   | Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private                                 |  | Size <u>3.546 ac.</u>  |   |                              |  |
|   | Gas <input type="checkbox"/>   |   | Surface <u>Asphalt</u>  |  | Shape <u>Irregular</u>   |   |                              |  |
|   | Water <input checked="" type="checkbox"/>  |   | Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private                                   |  | View <u>Residential/Rural</u>  |   |                              |  |
|   | San. Sewer <input checked="" type="checkbox"/>   |   | <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter   |  | Drainage <u>Appears Adequate</u>   |   |                              |  |
|   |  | <input type="checkbox"/> Underground Elect. & Tel.                                      | <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights  |  | Is the property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes   |   |                              |  |
|   | Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): <u>There were no adverse conditions or external factors noted at time of inspection. There are no known easements or encroachments that have an adverse effect on the usage of the property. Should a title search or survey identify such issues, the final opinion of value may be affected. There does not appear to be any land use issues. Flood data is from computer generated program.</u>  |   |   |  |  |   |                              |  |
| MARKET DATA ANALYSIS  | The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject. |   |   |  |  |   |                              |  |
|   | For the Market Data Analysis <input checked="" type="checkbox"/> See grid below <input type="checkbox"/> See narrative attachment  |   |   |  |  |   |                              |  |
|   | SUBJECT PROPERTY   |   | COMPARABLE NO.1   |  | COMPARABLE NO.2  |   | COMPARABLE NO.3              |  |
|   | Address <u>3.546 ac. on Sparta Rd.</u>   |   | Address <u>8.033 ac. on Sparta Rd.</u>  |  | Address <u>8.392 ac. on Sparta Rd.</u>   |   | Address <u>811 Lake Road</u> |  |
|   | <u>Belton, TX 76513-5227</u>   |   | <u>Belton, TX 76513</u>   |  | <u>Belton, TX 76513</u>  |   | <u>Belton, TX 76513</u>      |  |
|   | Proximity to Subject   |   | <u>0.12 miles N</u>   |  | <u>0.21 miles NE</u>   |   | <u>1.03 miles E</u>          |  |
|   | Sales Price  |   | \$ <u>N/A</u>   |  | \$ <u>25,000</u>   |   | \$ <u>20,000</u>             |  |
|   | Price /  |   | \$ <u>0</u>   |  | \$ <u>3,112</u>  |   | \$ <u>2,383</u>              |  |
|   | Data Source  |   | MLS/Tax Records/Visual Insp.  |  | MLS/Tax Records/Visual Insp.   |   | MLS/Tax Records/Visual Insp. |  |
|   | Date of Sale and Time Adjustment   |   | DESCRIPTION <u>N/A</u>  |  | DESCRIPTION <u>12/30/15</u>  |   | DESCRIPTION <u>3/19/14</u>   |  |
|   | Location   |   | Average   |  | Average  |   | Average                      |  |
|   | Site/View  |   | 3.546 ac.   |  | 8.033 Acres  |   | 8.392 Acres                  |  |
|   | Zoning   |   | Ag  |  | Single Family-2  |   | Single Family-2              |  |
|   | Attributes/Condition   |   | Average   |  | Average  |   | Average                      |  |
|   | Access/Frontage  |   | Average   |  | Average  |   | Average                      |  |
| Future Pot. Use   |  | City of Belton Dev.   |   | Carothers Dev.   |  | Carothers Dev.  |                              |  |
| Sales or Financing Concessions  |  |   |   |  |  |   |                              |  |
| Net Adj. (Total)  |  | <input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>3,750</u> |   | <input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>3,000</u>                                      |  | <input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-13,500</u> |                              |  |
| Indicated Value of Subject  |  | Net=15%   |   | Net=15%  |  | Net=30%   |                              |  |
|   |  | Gross=15%   |   | Gross=15%  |  | Gross=30%   |                              |  |
|   |  | \$ <u>28,750</u>  |   | \$ <u>23,000</u>   |  | \$ <u>31,447</u>  |                              |  |
| Comments on Market Data <u>See following page for analysis.</u>   |  |   |   |  |  |   |                              |  |
| RECONCILIATION  | Comments and Conditions of Appraisal: <u>Appraised "as is" with the assumption the property has adequate utilities and ample room out of the flood plain for any future developments.</u>  |   |   |  |  |   |                              |  |
|   |  |   |   |  |  |   |                              |  |
|   |  |   |   |  |  |   |                              |  |
|   | Final Reconciliation: <u>Based upon my analysis of the comparable land sales, the subject has an adjusted land market value range from \$23,000/ac. to \$31,447. The subject property is considered to have a land market value of \$27,000 or \$95,700.</u>   |   |   |  |  |   |                              |  |
| I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>2/4/16</u> to be \$ <u>95,700</u>   |  |   |   |  |  |   |                              |  |



Hal Dunn & Associates  
**EXTRA COMPARABLES 4-5-6**

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

|               |                |        |   |       |    |          |            |
|---------------|----------------|--------|---|-------|----|----------|------------|
| City          | Belton         | County | Bell                                    | State | TX | Zip Code | 76513-5227 |
| Lender/Client | City of Belton |        | Address 333 Water St., Belton, TX 76513 |       |    |          |            |

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS

| SUBJECT PROPERTY                 |  | COMPARABLE NO. 4                                  |                     | COMPARABLE NO. 5        |                       | COMPARABLE NO. 6           |                       |
|----------------------------------|--|---|---------------------|-------------------------|-----------------------|----------------------------|-----------------------|
| Address                          | 3.546 ac. on Sparta Rd.<br>Belton, TX 76513-5227 | 30.92 ac. on Mystic Mtn Lane<br>Belton, TX 766513 |                     |                         |                       |                            |                       |
| Proximity to Subject             |  | 0.13 miles E                                      |                     |                         |                       |                            |                       |
| Sales Price                      | \$   |   | \$ 17,015           |                         | \$                    |                            | \$                    |
| Price                            | \$   |   | \$ 550              |                         | \$                    |                            | \$                    |
| Data Source                      |  | Grantee, Closing Statement                        |                     |                         |                       |                            |                       |
| Date of Sale and Time Adjustment | DESCRIPTION<br>N/A                               | DESCRIPTION<br>4/29/13                            | Adjustment<br>#-/\$ | DESCRIPTION             | Adjustment<br>+(-)/\$ | DESCRIPTION                | Adjustment<br>+(-)/\$ |
| Location                         | Average  | Average   |                     |                         |                       |                            |                       |
| Site/View                        | 3.546 ac.  | 30.92 Acres                                       | +7,650              |                         |                       |                            |                       |
| Zoning                           | Ag   | SF-1  |                     |                         |                       |                            |                       |
| Attributes/Condition             | Average  | Average   |                     |                         |                       |                            |                       |
| Access/Frontage                  | Average  | Average   |                     |                         |                       |                            |                       |
| Future Pot. Use                  | City of Belton Dev.                              | Carothers Dev.                                    |                     |                         |                       |                            |                       |
| Sales or Financing Concessions   |  |   |                     |                         |                       |                            |                       |
| Net Adj. (Total)                 |  | X Plus Minus \$ 7,650.00                          |                     | X Plus Minus \$ 0       |                       | X Plus Minus \$ 0          |                       |
| Indicated Value of Subject       |  | Net=45%<br>Gross=45% \$ 24,665                    |                     | Net=0%<br>Gross=0% \$ 0 |                       | Net=0%<br>Gross=0% \$ 0.00 |                       |

Comments on Market Data

Comparable Sales #1 & #2 were adjusted upward 15% for being larger then the subject property.  
Comparable Sale #4 was adjusted upward 45% for being larger then the subject property.  
Smaller tracts tend to sale for more per acre larger tracts and vice versa.

Comparable Sale #3 was adjusted downward 15% for having good location on Lake Rd. vs. the subject location off of Sparta Rd.  
Comparable Sale #3 was adjusted downward 15% for having good access/frontage on Lake Rd. vs. the subject limited frontage/access off of Sparta Rd.

Based upon my analysis of the comparable land sales, the subject has an adjusted land market value range from \$23,000/ac. to \$31,447. The subject property is considered to have a land market value of \$27,000 or \$95,700.

COMMENTS

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.



**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions: without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).



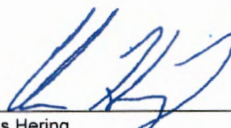
21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
 Name Chris Hering  
 Company Name Hal Dunn & Associates  
 Company Address 5106 S. General Bruce Drive, #200  
Temple, TX 76502  
 Telephone Number 254-773-2222  
 Email Address haldunn\_associates@yahoo.com  
 Date of Signature and Report 2/4/16  
 Effective Date of Appraisal 2/4/16  
 State Certification # 1338124  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State TX  
 Expiration Date of Certification or License 09/30/2016

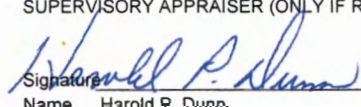
**ADDRESS OF PROPERTY APPRAISED**

3.546 ac. on Sparta Rd.  
Belton, TX 76513-5227

**APPRAISED VALUE OF SUBJECT PROPERTY \$ See Cover Letter.**  
**LENDER/CLIENT**

Name \_\_\_\_\_  
 Company Name City of Belton  
 Company Address 333 Water St.  
Belton, TX 76513  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature   
 Name Harold P. Dunn  
 Company Name Hal Dunn & Associates  
 Company Address 5106 S. General Bruce Dr., Suite 200  
Temple, TX 76502  
 Telephone Number 254-773-2222  
 Email Address haldunn\_associates@yahoo.com  
 Date of Signature 2/4/16  
 State Certification # 1324607  
 or State License # \_\_\_\_\_  
 State TX  
 Expiration Date of Certification or License 3/31/17

**SUBJECT PROPERTY**

- ☐ Did not inspect subject property  
☐ Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
☐ Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- ☐ Did not inspect exterior of comparable sales from street  
☐ Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513



Entrance



Drive - way



Site View



Site View



Site View



Site View

File No. 19316CH  
Case No.

**Property Address** 3.546 ac. on Sparta Rd.

City Belton

---

County

Bell

State

TX

Zip Code

76513-5227

Lender/Client      City of Belton

Address 333 Water St., Belton, TX 76513





Hal Dunn & Associates  
Field Notes #1

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513

Job No. 2015-001, 3.546 Acres, Dec. 26, 2015

Pg. 1 of 3

STATE OF TEXAS §

COUNTY OF BELL §

**FIELDNOTE DESCRIPTION of 3.546 acres of land** or 154,447 square feet of land area, situated in the Lewis Walker Survey, Abstract No. 860, in Bell County, Texas. Said 3.546 acre tract of land being partitioned out the remaining portion of that certain tract of land described in a deed to Don W. Cameron and wife Billie G. Cameron, Co-Trustees for the CAMERON FAMILY REVOCABLE TRUST (hereinafter called the "Cameron Tract") recorded on March 12, 2013 in Document Number 2013-00009845 in the Real Property Records of Bell County, Texas (RPR). Said 3.546 acres of land was surveyed by **SIGHTLINE SURVEYING** on December 26, 2015 and is more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with a plastic cap marked "All County" (same as record) found in the northerly line of Sparta Road, a roadway maintained by Bell County, Texas of record in Volume 1839, Page 643, RPR, which bears South 55° 29' 28" East a distance of 615.72 feet to City of Belton Monument B14 located in the southerly margin of said Sparta Road, same being the southwest corner of Cameron Hills I, a subdivision of Belton, Texas filed for record on March 31, 2004 in Cabinet C, Slide 37A of the plat records of Bell County, Texas (PR), the southwest corner of Lot 1 Block 1 of said Cameron Hills I, and the most southerly southeast corner of said Cameron Tract and this 3.546-acre tract of land;

**THENCE** with the northerly line of said Sparta Road and southerly line of said Cameron tract along a curve to the right with a radius of 5,690 feet (same as record), a central angle of 0° 37' 16", and a chord that bears North 60° 11' 24" West a distance of 61.67 feet, an arc distance of 61.68 feet to an iron rod (same as record) found at the southeast corner of that certain tract of land said to contain 5.19 acres of land described in a deed to John A. Burns and Spouse Marilyn R. Burns recorded on May 13, 2009 in Document Number 2009-00017173 RPR (Burns Tract), same being the most southerly southwest corner of said Cameron Tract and this 3.546-acre tract of land;

**THENCE** with the westerly line of said Cameron Tract and this 3.546 acre tract of land, same being the easterly line of said Burns Tract North 16° 44' 13" East (record is North 19° 00' 00"

Hal Dunn & Associates  
Field Notes #2

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513

Job No. 2015-001, 3.546 Acres, Dec. 26, 2015

Pg. 2 of 3

West) a distance of 578.95 feet to a 1/2-inch iron rod with a red plastic cap marked "RPLS 4540" set for the northwest corner of this 3.546-acre tract of land, said iron rod set bearing North 16° 44' 13" East a distance of 69.15 feet to an iron rod (same as record) found at the northeast corner of said Burns Tract, same being an interior corner of said Cameron Tract;

THENCE crossing said Cameron Tract with the northerly line of this 3.546-acre tract of land South 70° 10' 12" East, passing at 118.09 feet a 1/2-inch iron rod with a red plastic cap marked "RPLS 4540" this day set at the southwest corner of a parcel of land this day surveyed said to contain 8.033 acres of land contained in the said Cameron Tract, and continuing on with said northerly line, same being the southerly line of said 8.033-acre parcel of land, for a total distance of 492.72 feet to a 1/2-inch iron rod with a red plastic cap marked "RPLS 4540" this day set in the westerly line of that certain tract of land said to contain 3.466 acres of land and described in a deed to the City of Belton, Texas recorded on September 25, 2003 in Volume 5154, Page 827 RPR, set for the northeast corner of this 3.546-acre tract of land, said iron rod bearing with the easterly line of said Cameron Tract and the westerly line of said 3.466-acre tract of land North 19° 49' 02" East a distance of 194.38 feet to a 1/2-inch iron rod with a red plastic cap marked "RPLS 4540" (record is 5/8-inch iron rod with a cap marked "All County", searched for and found disturbed) this day set at the point of curvature on said line;

THENCE with the easterly line of said Cameron Tract and the westerly line of said 3.466 acre tract of land South 19° 49' 02" West (record is South 19° 49' 12" West) a distance of 303.26 feet to a 5/8" iron rod with a cap marked "All County" (same as record) found at the most easterly southeast corner of said Cameron Tract and the northeast corner of Cameron Hills I, a subdivision of the City of Belton filed for record on March 31, 2004 in Cabinet C, Slide 37A, PR, same being the northeast corner of Lot 2, Block 1 of said Cameron Hills I, for the most easterly southeast corner of this 3.546-acre tract of land;

THENCE with the northerly line of said Cameron Hills I, same being the southerly line of said Cameron Tract and this 3.546 acre tract of land North 63° 55' 29" West (record is North 63° 57' 01" West) passing at 204.32 feet (record is 204.38 feet) a 5/8" iron rod with a cap marked "All County" (same as record) for the northwest corner of said Lot 2, same being the northeast corner of Lot 1, Block 1 of said Cameron Hills I a distance of 420.14 feet (record is 421.36 feet) to a 5/8" iron rod with a cap marked "All County" (same as record) at the northwest corner of



Hal Dunn & Associates  
Field Notes #3

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513

Job No. 2015-001, 3.546 Acres, Dec. 26, 2015

Pg. 3 of 3

said Cameron Hills I and said Lot 1, same being an interior corner of said Cameron Tract and this 3.546-acre tract of land;

**THENCE** with the westerly line of said Cameron Hills I and said Lot 1, same being the easterly line of said Cameron Tract and this 3.546-acre tract of land **South 16° 55' 12" West** (record is South 16° 46' 09" West) a **distance of 331.68 feet** (record is 331.82 feet) to the **POINT OF BEGINNING**.

**NOTE** - Bearings called out herein are based on the City of Belton Coordinate System, a variant of the Texas Coordinate System, Central Zone, NAD 83. All distances are grid distances. There is a map this day drafted to accompany this Field Note Description.

Surveyed by:

R.P. Shelley



R.P. Shelley, Texas Registered Professional Land Surveyor No. 4540  
TBPLS Firm No. 10130900  
5702 Southern Oaks  
San Antonio, Texas 78261  
210.286.9077  
rickshelley@gmail.com

## Account

Type: Real

Legal Description: A0860BC L WALKER, 18-3, ACRES 3.936

**Location**

Neighborhood: BELTON AREA

**Mapscot:**

**Jurisdictions:** CAD, CB, RRD, SBEL, TBE, WCLW

## Owner

Mailing Address: C/O CAMERON, DON W & BILLIE G, CO-TRUSTEES, 2312 SPARTA RD, BELTON, TX...

**Property**

Appraised Value: N/A

<http://propaccess.belcad.org/Map/View/Map/1/16569/2016>

powered by:  
**PropertyACCESS**

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Tax Appraisal District Of Bexar County expressly disclaims any and all liability in connection herewith.



Hal Dunn & Associates  
**Aerial View**

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513



Hal Dunn & Associates  
**FLOOD MAP ADDENDUM**

File No. 19316CH  
 Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513



**Flood Map Legends**

**Flood Zones**

- Areas inundated by 500-year flooding
- Areas outside of the 100 and 500 year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazard
- Areas not mapped on any published FIRM

**Flood Zone Determination**

SFHA (Flood Zone): **Out**

Within 250 ft. of multiple flood zones? **No**

Community: **480028**

Community Name: **BELTON, CITY OF**

Zone: **X** Panel: **480028 0330E** Panel Date: **09/26/2008**

FIPS Code: **48027** Census Tract: **0217.00**

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.



File No. 19316CH

Case No. \_\_\_\_\_

|          |                |
|----------|----------------|
| Borrower | Not Applicable |
|----------|----------------|

Property Address 3,546 ac. on Sparta Rd.

City Belton

County

Bell

State

TX

Zip Code

76513-5227

Lender/Client City of Belton

Address 333 Water St., Belton, TX 76513





Hal Dunn & Associates  
**LOCATION MAP ADDENDUM**

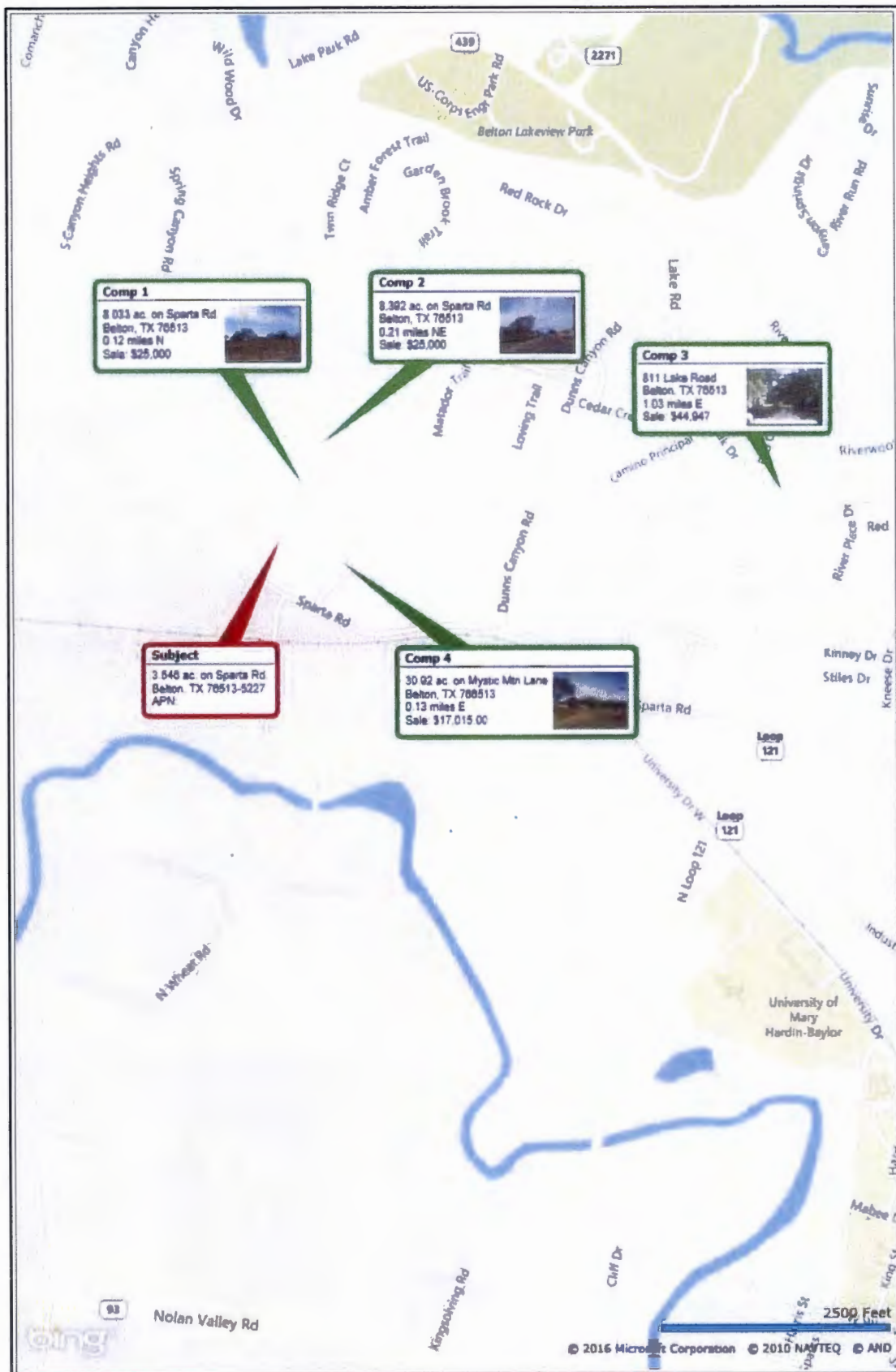
File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513



## Bell County, Texas

| <b>People QuickFacts</b>  | <b>Bell<br/>County</b> | <b>Texas</b>           |
|---|------------------------|------------------------|
| Population, 2013 estimate   | 326,843                | 26,448,193             |
| Population, 2010 (April 1) estimates base                             | 310,235                | 25,145,581             |
| Population, percent change, April 1, 2010 to July 1, 2013             | 5.4%                   | 5.2%                   |
| Population, 2010  | 310,235                | 25,145,581             |
| Persons under 5 years, percent, 2013                                  | 8.8%                   | 7.3%                   |
| Persons under 18 years, percent, 2013                                 | 27.8%                  | 26.6%                  |
| Persons 65 years and over, percent, 2013                              | 9.5%                   | 11.2%                  |
| Female persons, percent, 2013   | 50.0%                  | 50.3%                  |
| White alone, percent, 2013 (a)  | 68.2%                  | 80.3%                  |
| Black or African American alone, percent, 2013 (a)                    | 22.4%                  | 12.4%                  |
| American Indian and Alaska Native alone, percent, 2013 (a)            | 1.1%                   | 1.0%                   |
| Asian alone, percent, 2013 (e)  | 3.2%                   | 4.3%                   |
| Native Hawaiian and Other Pacific Islander alone, percent, 2013 (a)   | 0.8%                   | 0.1%                   |
| Two or More Races, percent, 2013                                      | 4.3%                   | 1.8%                   |
| Hispanic or Latino, percent, 2013 (b)                                 | 23.2%                  | 38.4%                  |
| White alone, not Hispanic or Latino, percent, 2013                    | 48.9%                  | 44.0%                  |
| Living in same house 1 year & over, percent, 2008-2012                | 75.4%                  | 82.6%                  |
| Foreign born persons, percent, 2008-2012                              | 7.9%                   | 16.3%                  |
| Language other than English spoken at home, pct age 5+, 2008-2012     | 17.2%                  | 34.6%                  |
| High school graduate or higher, percent of persons age 25+, 2008-2012 | 89.1%                  | 80.8%                  |
| Bachelor's degree or higher, percent of persons age 25+, 2008-2012    | 21.4%                  | 26.3%                  |
| Veterans, 2008-2012   | 42,368                 | 1,611,660              |
| Mean travel time to work (minutes), workers age 18+, 2008-2012        | 19.2                   | 24.9                   |
| Housing units, 2013   | 131,394                | 10,255,642             |
| Homeownership rate, 2008-2012   | 57.0%                  | 63.9%                  |
| Housing units in multi-unit structures, percent, 2008-2012            | 26.1%                  | 24.1%                  |
| Median value of owner-occupied housing units, 2008-2012               | \$119,800              | \$128,000              |
| Households, 2008-2012   | 103,715                | 8,782,598              |
| Persons per household, 2008-2012                                      | 2.90                   | 2.80                   |
| Per capita money income in past 12 months (2012 dollars), 2008-2012   | \$23,078               | \$25,809               |
| Median household income, 2008-2012                                    | \$50,085               | \$51,563               |
| Persons below poverty level, percent, 2008-2012                       | 14.6%                  | 17.4%                  |
| <b>Business QuickFacts</b>  | <b>Bell<br/>County</b> | <b>Texas</b>           |
| Private nonfarm establishments, 2012                                  | 4,819                  | 537,839 <sup>1</sup>   |
| Private nonfarm employment, 2012                                      | 83,169                 | 9,350,829 <sup>1</sup> |
| Private nonfarm employment, percent change, 2011-2012                 | 1.1%                   | 4.0% <sup>1</sup>      |
| Nonemployer establishments, 2012                                      | 15,017                 | 2,014,124              |
| Total number of firms, 2007   | 16,333                 | 2,164,852              |
| Black-owned firms, percent, 2007                                      | 9.1%                   | 7.1%                   |
| American Indian- and Alaska Native-owned firms, percent, 2007         | 1.0%                   | 0.9%                   |
| Asian-owned firms, percent, 2007                                      | S                      | 5.3%                   |
| Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007 | F                      | 0.1%                   |
| Hispanic-owned firms, percent, 2007                                   | 8.7%                   | 20.7%                  |
| Women-owned firms, percent, 2007                                      | S                      | 28.2%                  |
| Manufacturers shipments, 2007 (\$1000)                                | 1,924,972              | 593,541,502            |
| Merchant wholesaler sales, 2007 (\$1000)                              | 4,202,739              | 424,238,194            |
| Retail sales, 2007 (\$1000)   | 3,349,657              | 311,334,781            |
| Retail sales per capita, 2007   | \$12,035               | \$13,081               |
| Accommodation and food services sales, 2007 (\$1000)                  | 401,438                | 42,054,592             |
| Building permits, 2012  | 2,330                  | 135,514                |
| <b>Geography QuickFacts</b>   | <b>Bell<br/>County</b> | <b>Texas</b>           |
| Land area in square miles, 2010                                       | 1,051.02               | 261,231.71             |

|   |                                      |      |
|---|--------------------------------------|------|
| Persons per square mile, 2010                 | 295.2                                | 96.3 |
| FIPS Code                                     | 027                                  | 48   |
| Metropolitan or Micropolitan Statistical Area | Killeen-<br>Temple, TX<br>Metro Area |      |

\* Includes data not distributed by county

(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 25 firms

FN: Footnote on this item for this area in place of data

NA: Not available

S: Suppressed; does not meet publication standards

X: Not applicable

Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau; State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits  
Last Revised: Tuesday, 08-Jul-2014 08:46:02 EDT

[ABOUT US](#)

[RND DATA](#)

[BUSINESS & INDUSTRY](#)

[PEOPLE & HOUSEHOLDS](#)

[SPECIAL TOPICS](#)

[NEWSROOM](#)

**Comparable Land Sale 1**

Date of Sale: 12/30/15

Location: Sparta Rd., Belton, TX 76513

Legal: 8.033 ac. out of the L. Walker Survey, Abs-860, Bell County, TX

Size: 8.033 Acres

Grantor: Cameron Family Revocable Trust

Grantee: Carothers Development, LLC.

Property ID#466735; Instrument#49792

Consideration: \$200,825 (25,000/acre)

Confirmation: Grantor (price was provided verbally from grantor), County Records

Use: Purchased for Residential Dev.

**Comparable Land Sale 2**

Date of Sale: 3/19/14

Location: Dawson V, Belton, TX 76513

Legal: 8.392 acres in the L. Walker Survey, A-860, Bell County, TX

Size: 8.392 Acres

Grantor: Cameron Family Revocable Trust

Grantee: Carothers Development, LLC.

Property ID#; Instrument#V8870/P47

Consideration: \$167,840 (\$20,000/acre)

Confirmation: Grantee,

Use: Purchased for Residential Dev.



**Comparable Land Sale 3**

Date of Sale: 12/17/13

Location: 811 Lake Road , Belton, TX 76513

Legal: 3.77 acres in the C. Cruise Survey, A-166, Bell County, TX

Size: 3.77 Acres

Grantor: Jackie Burks

Grantee: Jason Cobath & Melissa Colbath

Property ID#15179; Instrument#53478

Consideration: \$169,000 (\$44,828/acre)

Confirmation: App. Files, County Records

Use: Purchased for Residential Dev.

**Comparable Land Sale 4**

Date of Sale: 04/29/2013

Location: Mystic Mountain Ln., Belton, TX 76513

Legal: 30.92 acres in the L. Walker Survey, A-860, Bell County, TX

Size: 30.92 Acres

Grantor: Michael Lackmeyer

Grantee: Carothers Properties, Ltd.

Property ID#8575; will be Property ID#455734 in 2014; Instrument#17851

Consideration: \$526,100 (17,015/acre)

Confirmation: Grantee, County Records

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513



**COMPARABLE SALE # 1**  
8.033 ac. on Sparta Rd.  
Belton, TX 76513



**COMPARABLE SALE # 2**  
8.392 ac. on Sparta Rd.  
Belton, TX 76513



**COMPARABLE SALE # 3**  
811 Lake Road  
Belton, TX 76513



Borrower Not Applicable

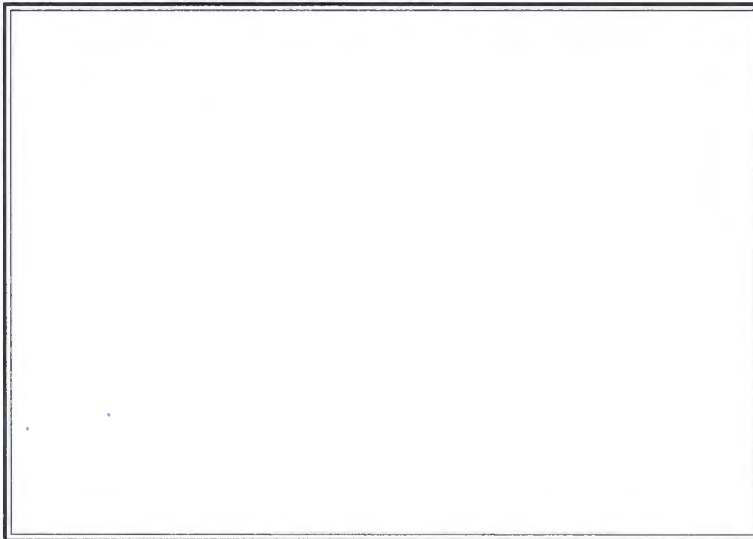
Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

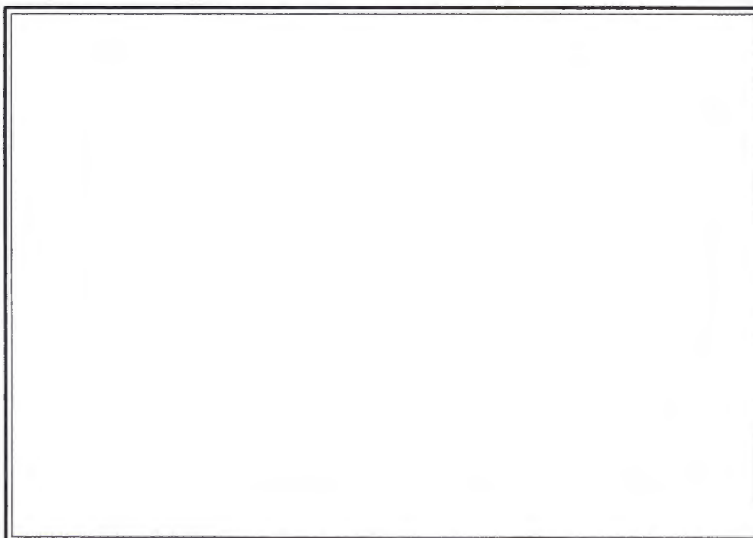
Lender/Client City of Belton Address 333 Water St., Belton, TX 76513



**COMPARABLE SALE # 4**  
30.92 ac. on Mystic Mtn Lane  
Belton, TX 766513



**COMPARABLE SALE # 5**



**COMPARABLE SALE # 6**

***Affidavit of Appraiser- Certification of Non-Influence***

The appraiser named respectfully submits and represents to the following:

I hereby acknowledge to the best of my ability the following:

1. There have been no written or verbal communications or conversations between the mortgage lender or any staff person thereof and myself, my assistant, or any other staff member working on my behalf during the completion of this particular assignment or review assignment regarding a predetermined value for the subject property of this assignment.
2. I acknowledge that I have not been influenced, coerced, extorted, or bribed regarding the outcome of this appraisal report, nor am I knowingly aware of being recommended by any staff member, director, or agent of the mortgage lender's loan production staff, including the loan officer, to complete this assignment.
3. I certify that I have been engaged to provide a complete order with the information required for me to agree and complete a full appraisal assignment that meets USP AP guidelines and standards. Included on their order form was the originating lender's company name and address for purposes of inclusion on the appraisal report. No individual names from lender's staff, including loan officer name, was provided to me. No preliminary estimation of value, loan amount, or any similar information was provided to me or communicated to me or any staff person within my company. With respect to a Purchase Transaction, the Purchase Agreement (Sales Contract) was made available in its entirety (as required by USPAP Standard Rule 1- Sa). In the event the loan is an FHA transaction, I understand that the lender may require my identity, including my State Certification number; however, no attempt was made to coerce or influence the outcome of this appraisal report.
4. I acknowledge that I have completed this assignment and have only acted with the highest integrity and in a manner considered ethical to my profession, and consistent both with USPAP standards and the Appraiser Independence Requirements rules and regulations.
5. I acknowledge that I am not an employee of nor affiliated with the mortgage lender, and that I am not a staff appraiser to any entity that is either wholly or partially owned by the lender/investor or by any entity that is owned in whole or in part by a "Settlement Services" provider. By including this document within this appraisal report, I acknowledge to the best of my ability that all of the above statements are valid and true, I have honestly agreed with them, and that I have no objections or reservations to their contrary.



**Privacy Notice**

Appraisers, along with all providers of personal financial services, are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

**Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

**Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

**Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

**CERTIFICATION:** The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The 'Estimate of Market Value' in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as 'Review Appraiser'. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

**ENVIRONMENTAL DISCLAIMER:** The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Date: 2/4/16

Appraiser(s)

Chris Hering



**APPRAISER INDEPENDENCE CERTIFICATION**

The undersigned appraiser, being duly licensed or certified by the State in which the subject property is located, hereby represents and warrants that the appraisal performed in conjunction with this Certification complies with all elements of the Home Valuation Code of Conduct published December 2008.

In addition, the undersigned appraiser agrees that no one has influenced or attempted to influence the development, reporting, result, or review of this appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery or in any other manner including but not limited to:

- ☐ withholding or threatening to withhold timely payment or partial payment for this appraisal report;
- ☐ withholding or threatening to withhold future business;
- ☐ expressly or implied promising future business, promotions, or increased compensation;
- ☐ conditioning the ordering of the appraisal report or the payment of the appraisal fee on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requesting;
- ☐ requesting that the appraiser provide an estimated, predetermined, or desired valuation in this appraisal report prior to the completion of the appraisal report, or requesting that the appraiser provide estimated values or comparable sales at any time prior to the completion of this appraisal report;
- ☐ providing to the appraiser an anticipated, estimated, encouraged, or desired value for the subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- ☐ providing the appraiser, or any entity or person related to the appraiser, any other financial or non-financial benefits;

**APPRAISER**

Signature

Appraiser Name Chris HeringCompany Name Hal Dunn & AssociatesCompany Address 5106 S. General Bruce Drive, #200Temple, TX 76502Date of Signature 2/4/16State Certification # 1338124

or State License # \_\_\_\_\_

or Other (describe) \_\_\_\_\_

State

TXExpiration Date of Certification or License 09/30/2016**SUPERVISOR**

Signature

Name Harold P. DunnCompany Name Hal Dunn & AssociatesCompany Address 5106 S. General Bruce Dr., Suite 200Temple, TX 76502Date of Signature 2/4/16State Certification # 1324607

or State License # \_\_\_\_\_

State

TXExpiration Date of Certification or License 3/31/17

## APPRAISAL COMPLIANCE ADDENDUM

File No. 19316CH

Case No.

|  |                    |                 |                            |
|--|--------------------|-----------------|----------------------------|
| Borrower/Client <u>Not Applicable</u>  |                    | Unit No.        |                            |
| Address <u>3.546 ac. on Sparta Rd.</u> |                    |                 |                            |
| City <u>Belton</u>                     | County <u>Bell</u> | State <u>TX</u> | Zip Code <u>76513-5227</u> |
| Lender/Client <u>City of Belton</u>    |                    |                 |                            |

This Appraisal Compliance Addendum is included to ensure this appraisal report meets all USPAP 2014 requirements.

## APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

## ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

## PRIOR SERVICES

- ☒ I have NOT performed services, as an appraiser or in another other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

## PROPERTY INSPECTION

- ☒ I HAVE made a personal inspection of the property that is the subject of this report.
- ☐ I have NOT made a personal inspection of the property that is the subject of this report.

## APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

## ADDITIONAL COMMENTS

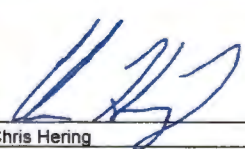
Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

## MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 180 to 365 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 180 to 365 day(s).

## APPRAISER

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 

Name Chris Hering

Date of Signature 2/4/16

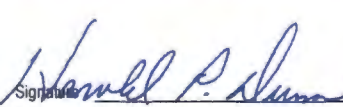
State Certification # 1338124

or State License # \_\_\_\_\_

State TX

Expiration Date of Certification or License 09/30/2016

Effective Date of Appraisal 2/4/16

Signature 

Name Harold P. Dunn

Date of Signature 2/4/16

State Certification # 1324607

or State License # \_\_\_\_\_

State TX

Expiration Date of Certification or License 3/31/17

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior Only from street ☐ Interior and Exterior



**APPRAISER DISCLOSURE STATEMENT****Appraiser:**Name of Appraiser: Chris Hering

Class of Certification/Licensure: ☒ Certified General  
☐ Certified Residential  
☐ Licensed Residential  
☐ Temporary ☐ General ☐ Licensed  
☐ Registered Real Estate Appraiser Assistant

Certification/Licensure Number: 1338124-G

Scope: This Report ☒ is within the scope of my Certification or License.  
☐ is not within the scope of my Certification or License.

Service Provided by: ☒ Disinterested & Unbiased Third Party  
☐ Interested & Biased Third Party  
☐ Interested Third Party on Contingent Fee Basis

**Supervisor:**Name of Supervisor: Harold P. Dunn

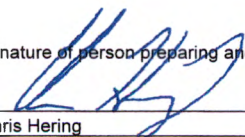
Class of Certification/Licensure: ☒ Certified General  
☐ Certified Residential  
☐ Licensed Residential  
☐ Temporary ☐ General ☐ Licensed

Certification/Licensure Number: 1324607-G

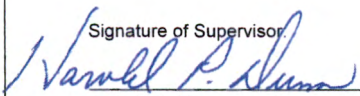
Scope: This Report ☒ is within the scope of my Certification or License.  
☐ is not within the scope of my Certification or License.

Service Provided by: ☒ Disinterested & Unbiased Third Party  
☐ Interested & Biased Third Party  
☐ Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:

  
Chris Hering

Signature of Supervisor:

  
Harold P. Dunn

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

Hal Dunn & Associates  
Engagement Letter

File No. 19316CH  
Case No.

Borrower Not Applicable

Property Address 3.546 ac. on Sparta Rd.

City Belton County Bell State TX Zip Code 76513-5227

Lender/Client City of Belton Address 333 Water St., Belton, TX 76513

**Hal Dunn & Associates**

5106 S. General Bruce Drive #200 • Temple, TX 76502  
Telephone: 254-773-2222 • FAX: 254-742-1615  
Email address: haldunn\_associates@yahoo.com

January 6, 2016

City of Belton  
Attn: Erin Smith  
333 Water St.  
Belton, TX 76513

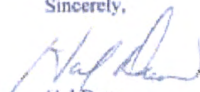
Re: Quote for Appraisal

Dear Mr. Smith,

This is to notify you and the City of Belton that Hal Dunn & Associates can do the appraisal for the 3.546 acres of land situated in the Lewis Walker Survey, Abstract No. 860 in Bell County, TX for a fee of \$750.00 with a delivery of the report within 15 working days from engagement.

Thank you for the opportunity.

Sincerely,



Hal Dunn



# Appraiser License Certificate

File No. 19316CH  
Case No.

*You may wish to laminate the pocket identification card to preserve it.*

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board  
P.O. Box 12188  
Austin, Tx 78711-2188  
[www.talcb.texas.gov](http://www.talcb.texas.gov)  
(512) 936-3001  
Fax: (512) 936-3899

CHRISTOPHER WALTON HERING  
PO BOX 553  
ROSEBUD, TX 76570

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1338124 G**

Issued: **09/10/2014**

Expires: **09/30/2016**

Appraiser: **CHRISTOPHER WALTON HERING**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

## **Texas Appraiser Licensing and Certification Board**

**P.O. Box 12188 Austin, Texas 78711-2188**

**Certified General Real Estate Appraiser**

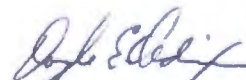
Number: **TX 1338124 G**

Issued: **09/10/2014**

Expires: **09/30/2016**

Appraiser: **CHRISTOPHER WALTON HERING**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

# Appraiser License Certificate

File No. 19316CH  
Case No.

*You may wish to laminate the pocket identification card to preserve it.*

HAROLD P DUNN  
5108 S. GENERAL BRUCE DRIVE  
STE. 200  
TEMPLE, TX 76502

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board  
P.O. Box 12188  
Austin, Tx 78711-2188  
www.talcb.texas.gov  
(512) 936-3001  
Fax: (512) 936-3899

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1324607 G**

Issued: **03/11/2015**

Expires: **03/31/2017**

Appraiser: **HAROLD P DUNN**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1324607 G**

Issued: **03/11/2015**

Expires: **03/31/2017**

Appraiser: **HAROLD P DUNN**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner



**City of Belton  
Adopted FY2016  
Strategic Plan Excerpt**

**Goal Category 5: Connectivity**

a) Facilitate Cable/Fiber Service Expansion

b) Expand Hike/Bike Trail

c) Secure ROW for Lake to Lake Road

- Actions Taken/Underway/Needed

- Confirmation of alignment by TxDOT – City/County Project from US 190 to FM 93; TxDOT Project from FM 93 to FM 439
- Continued ROW acquisition as subdivision platting occurs
- Discussion with Bell County on ROW cost sharing occurred in Spring 2015; no commitments made
- Meeting with TxDOT District representatives 11/20/15 on current planning priority to ensure ROW is secured; construction will occur later, with ROW in hand, with requests for future project funding through KTMPO

- Action Items Needed

- Continued ROW acquisition by City; County as appropriate
- Corps of Engineers discussion, action, on ROW parcels across Lakeview Park

- Next Step in Goal Achievement

- Acquisition of Cameron, Sendero Estate parcels
- Funding allocation by Bell County
- Discussion with DRWSC on CCN boundary



# City of Belton

~ Founded 1850 ~

April 7, 2016

Bradley Ellis  
U.S. Army Corps of Engineers  
Belton/Stillhouse Hollow Lake  
3740 FM 1670  
Belton, Texas 76513

Mr. Ellis,

In response to our attached request concerning the FM 2271 project and parkland, please accept this letter as a summary of understanding regarding the April 6, 2016 meeting between the City of Belton and the USACE Belton/Stillhouse Hollow Lake Office.

The USACE will provide the following:

FM 2271

An official letter agreeing to grant the City of Belton a permanent access easement (and temporary construction easement as required) to construct the extension of FM 2271 south through USACE property (see attached exhibit). The legal instrument to convey the easement will be initiated once a schedule for funding is secured to complete the USACE portion of the project.

The City of Belton will provide the following:

PARKLAND

A proposal to develop and install appropriate recreational elements on approximately 8.25 acres of USACE property, located adjacent and east of the proposed FM 2271 right of way (see attached exhibit), with the intent of entering into a Memorandum of Understanding between the City of Belton and the local Belton/Stillhouse Hollow Lake Office.

Thank you for your time meeting with us, and we look forward to our continued partnership in making our community a great place to live.

Aaron Harris  
City of Belton  
Grants and Special Projects Coordinator

Cc: Sam A. Listi, City Manager  
Matt Bates, Parks and Recreation Director  
Ronald L. Bruggman, USACE Lake Manager



# City of Belton

~ *Founded 1850* ~

March 17, 2016

Bradley Ellis  
U.S. Army Corps of Engineers  
Belton/Stillhouse Hollow Lake  
3740 FM 1670  
Belton, Texas 76513

Dear Mr. Ellis,

The City of Belton is requesting right-of-way for the proposed Lake to Lake Road Project that will extend FM 2271 south from FM 439 through USACE property and connect to existing City owned right-of-way along Red Rock Drive (please see attached exhibit). The property will be approximately 200 ft. in width and 650 ft. in length (approx. 3 acres).

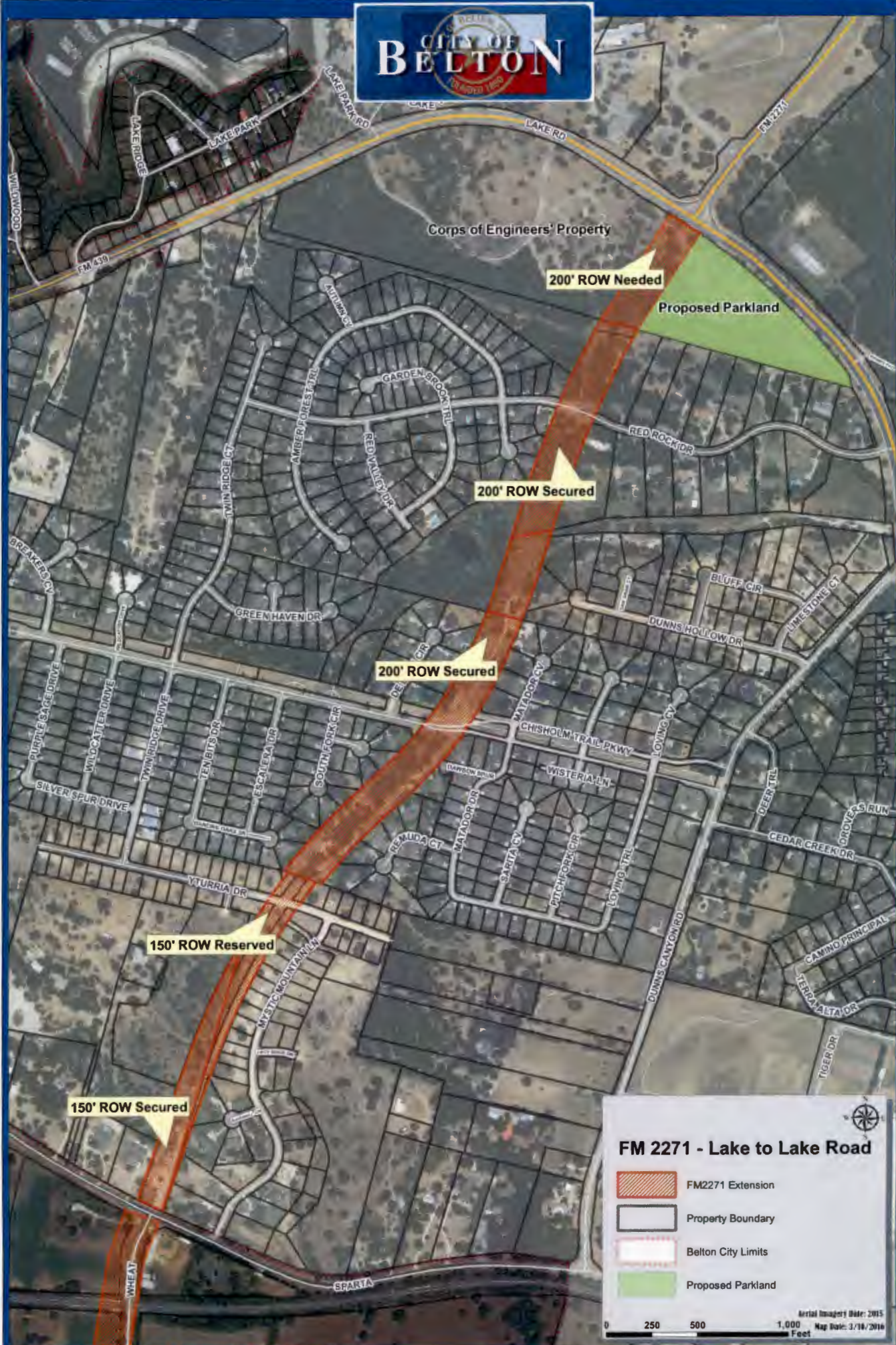
If USACE is agreeable to this request the City will draft the required surveys and legal documents. Please let me know if we can provide any additional information.

Sincerely,





A handwritten signature in blue ink that reads "Sam A. Listi".

Sam A. Listi  
City Manager





**FM 2271 - Lake to Lake Road**

-  FM2271 Extension
-  Property Boundary
-  Belton City Limits
-  Proposed Parkland

Aerial Imagery Date: 2015  
0 250 500 1,000 Feet  
Map Date: 3/16/2016



# Staff Report – City Council Agenda Item



**Date:** June 14, 2016  
**Case No.:** P-16-17  
**Request:** Preliminary/Final Plat  
**Applicant:** Sightline Surveying/  
Bandas Engineering

## **Agenda Item #8**

Consider a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.

### **Originating Department**

Planning – Erin Smith, Director of Planning

### **Case Summary**

This is a 3-lot subdivision with ROW dedication for FM 2271 Spur.

### **Project Analysis and Discussion**

This is a 3-lot single family subdivision plat proposed as Cameron Hills II Subdivision. Proposed Lot 1, Block 1 and Lot 1, Block 2 are zoned Agricultural Zoning District and proposed Lot 2, Block 2 is zoned Single Family-1 Zoning District. Lots 1 and 2, Block 2 each contain a single family home. The size of the proposed Lot 1, Block 2 is 14.892 acres in size, in conformance with the Agricultural Zoning District lot size requirements and the size of the proposed Lot 2, Block 2 is 0.955 acres in size, in conformance with the Single Family-1 Zoning District lot size requirements. The City is working with the owners, Don and Billie Cameron to acquire 1.927 acres of ROW for FM 2271 Spur and the remaining 1.620 acres south of the ROW shown as Lot 1, Block 1 on this proposed plat. FM 2271 Spur will be a local roadway that is needed to provide future access from Sparta Road to Lake to Lake Road, since there will ultimately be a bridge for Lake to Lake Road extending over Sparta Road, BNSF railroad, and Nolan Creek. The existing driveway leading to the two homes will remain within the proposed FM 2271 Spur ROW to provide access to Lots 1 and 2, Block 2, until this roadway is constructed in the future. Since Lot 2, Block 2 does not have property frontage along the proposed FM 2271 Spur ROW, a 30 feet wide access easement will extend from the FM 2271 Spur ROW to this lot.

According to the Subdivision Ordinance, any residential subdivision within the City of Belton, or within the City's extraterritorial jurisdiction, is required to set aside and dedicate to the public sufficient and suitable lands for the purpose of parkland and/or make a financial

contribution for the acquisition and development of such parkland. These requirements may be satisfied through parkland dedication or payment of fees-in-lieu of required parkland or a combination of the two. This subdivision requires parkland dedication of 0.03 acres or \$600 parkland fee for the three lots. Since two of the lots contain existing houses and the other lot is not proposed for single family construction, staff recommends approval of a variance to the parkland requirements, given no increase in number of lots.

City staff have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer dated May 9, 2016.

### **Recommendation**

Recommend approval of a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.

### **Attachments**

Final Plat Application

Final Plat

Location Map



City of Belton  
Request for Subdivision Plat

To the City Council and the  
Planning and Zoning Commission

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

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

Fees due \$ N/A

Date Received: 5/6/16 Date Due:      (All plans are to be returned to Planning  
Department within 5 working days)

Applicant: City of Belton Phone: 254-933-5816  
Mailing Address: 1333 Water Street, Belton, TX 76513  
Email Address: esmith@beltontexas.gov

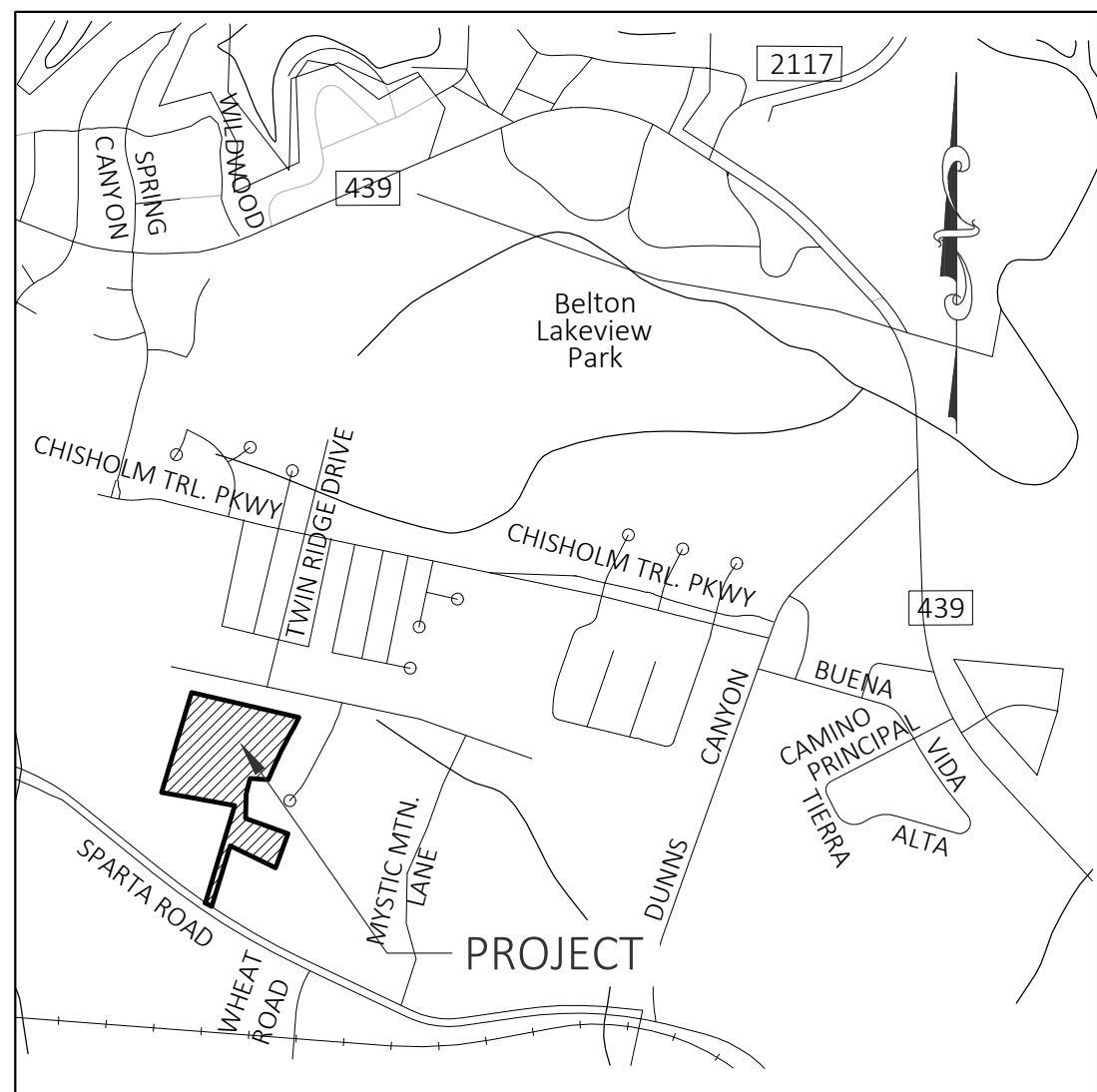
Owner: Don & Billie Cameron Phone: 721-0786  
Mailing Address: 2312 Sparta Road, Belton, TX 76513  
Email Address: Other owner: Lisa Brown - Bartholomew  
2306 Sparta Road, Belton, TX 76513

Current Description of Property:

Lot:      Block:      Subdivision:       
Acres: 19.393 Survey: Lewis Walker  
Abstract #: 840 Street Address: 2306 + 2312 Sparta Road  
Frontage in Feet:      Depth in Feet:     

Does Zoning comply with proposed use? yes Current Zoning: Ag  
Name of proposed subdivision: Cameron Hills II  
Number of Lots: 3 Fee: \$ n/a

Signature of Applicant: Elin Smith Date: 5-6-16  
Signature of Owner:      Date:



LOCATION MAP  
1" = 1,500'

PLAT NOTES:  
NUMBER OF LOTS = 3  
ACREAGE OF ROW DEDICATION = 1.927 ACRES  
C.L. LENGTH OF ROW DEDICATION = 113.88 LF  
TOTAL AREA OF SUBDIVISION = 19.393 ACRES  
LEWIS WALKER SURVEY, ABSTRACT NO. 860

FEMA INFORMATION:  
THIS ADDITION IS WITHIN FEMA FIRM MAP 48027C0330E, DATED SEPT. 28, 2008. ALL AREAS OF THIS SUBDIVISION ARE IN "ZONE X: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD."

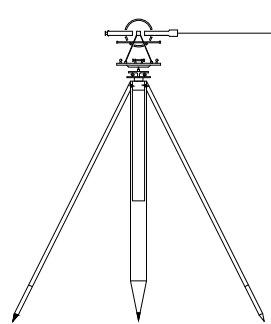
CITY OF BELTON MONUMENT INFORMATION:  
THIS PLAT IS REFERENCED TO THE CITY OF BELTON HORIZONTAL CONTROL SYSTEM MONUMENTS:  
MONUMENT B-14 (NAD 83 TEXAS CENTRAL ZONE )  
NORTHING 10370565.148  
EASTING 3187511.267  
ELEVATION 597.69  
CONVERGENCE 1" = 27' 58.78"  
COMBINED SCALE FACTOR 0.99988328

MONUMENT B-15 (NAD 83 TEXAS CENTRAL ZONE )  
NORTHING 10372682.611  
EASTING 3182278.760  
ELEVATION 112.40  
CONVERGENCE 1" = 27' 28.11"  
COMBINED SCALE FACTOR 0.9998830

THE BEARING BASIS IS THE LINE FROM MONUMENT B-14 TO MONUMENT B-15 WHICH BEARS S 67°58'5" E. ALL DISTANCES ARE GRID DISTANCES.

| Line Table |         |               |
|------------|---------|---------------|
| Line #     | Length  | Direction     |
| L1         | 6.80'   | S29° 02' 30"W |
| L2         | 82.30'  | S26° 50' 41"W |
| L3         | 82.07'  | S29° 06' 45"W |
| L4         | 79.95'  | S27° 50' 57"W |
| L5         | 61.98'  | S26° 47' 15"W |
| L6         | 151.46' | N86° 00' 25"W |
| L7         | 130.59' | S14° 09' 01"W |

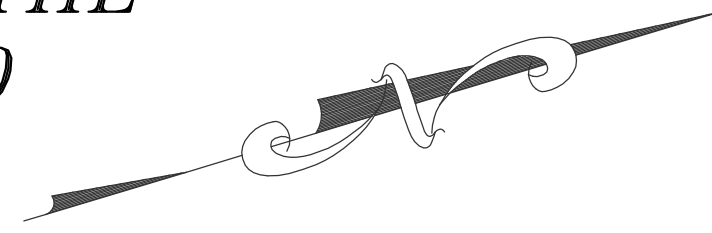
| Curve Table |            |          |            |               |           |
|-------------|------------|----------|------------|---------------|-----------|
| Curve #     | Arc Length | Radius   | Delta      | Chord Brg     | Chord Len |
| C1          | 243.24'    | 150.00'  | 092°54'41" | S63° 22' 33"W | 217.45'   |
| C2          | 61.68'     | 5690.00' | 000°37'16" | N60° 11' 24"W | 61.67'    |



**Sightline Surveying**

5702 Southern Oaks  
San Antonio, Texas 78261  
Office (210) 286-9077 Fax (210) 568-4382  
EMAIL: "rickshelley@gmail.com"

# FINAL PLAT OF CAMERON HILLS II, BEING 19.393 ACRES OF LAND SITUATED IN THE LEWIS WALKER SURVEY, ABSTRACT NO. 860



50 0 50 100  
SCALE: 1" = 100'

DONALD GENE PARKER  
17.46 ACRES  
VOL. 2585 PG. 71  
Nov. 15, 1989

BLOCK 2  
LOT 1  
14.892 ACRES

5.19 ACRES OF LAND  
JOHN A. BURNS AND  
SPOUSE MARILYN R. BURNS  
DOC. NO. 2009-00017173  
13 MAY 2009

2.18 ACRES OF LAND  
LESLIE SHANNON DREW &  
GERALD RICHARD DREW  
DOC. NO. 2011-00036408  
20 OCT 2011

CAMERON HILLS I  
CAB C, SLD. 37A  
31 MARCH 2004

BLOCK 1  
LOT 1  
1.620 ACRES

3.466 ACRES OF LAND  
CITY OF BELTON, TEXAS  
VOL. 5154, PG. 827  
25 SEPT. 2003

HIGHLAND ESTATES PHASE ONE  
CAB. C, SLD. 187 D  
18 NOV. 1999

## LEGEND

- COB Monument Found
- 1/2" Iron Rod Found As Noted
- 1/2" Iron Rod Found With Cap "RPLS 4540"
- 1/2" Iron Rod Set With Cap "RPLS 4540"  
Set At All Lot Corners
- Record Information

## TAX CERTIFICATE

The Bell County Tax Appraisal District, the taxing authority for all entities in Bell County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016  
Bell County Tax Appraisal District  
By: \_\_\_\_\_

FILED FOR RECORD this \_\_\_\_ day of \_\_\_\_\_, 2016, A.D.  
Plat Number \_\_\_\_\_, Plat Records of Bell County, Texas  
Dedication Instrument Document Number \_\_\_\_\_

## Certificate of the Owner:

### KNOW ALL MEN BY THESE PRESENTS,

That the Cameron Family Revocable Trust, Don W. Cameron and Billie G. Cameron, Co-Trustees, and Lisa Brown-Bartholemew, being the sole Owners of the land shown in this plat and designated herein as Cameron Hills II, an Addition to the City of Belton, Bell County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the Public forever, all streets, parks, water courses, drains, easements, and public places as shown hereon.

Cameron Family Revocable Trust  
2312 Sparta Road  
Belton, Texas 76513

Don W. Cameron, Co-Trustee for Cameron Family Revocable Trust

STATE OF TEXAS §  
COUNTY OF BELL §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D. By Don W. Cameron, Co-Trustee for Cameron Family Revocable Trust.

NOTARY PUBLIC STATE OF TEXAS  
My Commission Expires \_\_\_\_\_

Billie G. Cameron, Co-Trustee for Cameron Family Revocable Trust

STATE OF TEXAS §  
COUNTY OF BELL §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D. By Billie G. Cameron, Co-Trustee for Cameron Family Revocable Trust.

NOTARY PUBLIC STATE OF TEXAS  
My Commission Expires \_\_\_\_\_

Lisa Brown-Bartholemew  
2306 Sparta Road  
Belton, Texas 76513

Lisa Brown-Bartholemew

STATE OF TEXAS §  
COUNTY OF BELL §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D. By Lisa Brown-Bartholemew.

NOTARY PUBLIC STATE OF TEXAS  
My Commission Expires \_\_\_\_\_

## Certificate of the Registered Professional Land Surveyor:

### KNOW ALL MEN BY THESE PRESENTS,

That I, R.P. Shelley, Registered Professional Land Surveyor, do hereby certify that I did prepare this plat from an actual and accurate survey of the land, that the corner monuments shown hereon shall be properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Belton, Texas.

THIS FINAL PLAT IS RELEASED BY RICK SHELLEY - RPLS 4540 FOR REVIEW ONLY. THIS SHALL NOT BE USED FOR FILING OR REAL PROPERTY TRANSACTIONS UNTIL APPROVED BY CITY OF BELTON AND SIGNED BY SURVEYOR.

R.P. Shelley, RPLS No. 4540  
Registered Professional Land Surveyor



## Certificate of Approval by the Planning & Zoning Commission:

I hereby certify that the above and foregoing plat of Cameron Hills II, an Addition to the City of Belton, Texas was approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the Planning & Zoning Commission of the City of Belton, Texas.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

## Certificate of Approval by the City Council:

I hereby certify that the above and foregoing plat of Cameron Hills II, an Addition to the City of Belton, Texas was approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City Council of the City of Belton, Texas.

Mayor \_\_\_\_\_ Secretary \_\_\_\_\_

Said addition shall be subject to all the Requirements of the Subdivision Ordinance of the City of Belton.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City Clerk \_\_\_\_\_



# P-16-18 Cameron Hills II

**PROPOSED PLAT:**

Final Plat  
Cameron Hills II  
Acres: 19.393


**PROPERTY OWNER:**

CAMERON FAMILY -  
REVOCABLE TRUST

Proposed Cameron Hills II



Legend

 P-16-18

0 255 510 1,020  
Feet

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



# P-16-18 Cameron Hills II

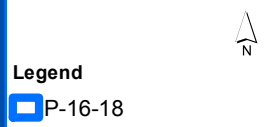
**PROPOSED PLAT:**

Final Plat  
Cameron Hills II  
Acres: 19.393

**PROPERTY OWNER:**

CAMERON FAMILY -  
REVOCABLE TRUST

Proposed Cameron Hills II



0 90 180 360  
Feet

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



Minutes of the meeting of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, May 17, 2016

---

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair John Holmes, Ben Pamplin, Joel Berryman, Eloise Lundgren, Mat Naegele, Brett Baggerly and Frank Minosky. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Commission members Rae Schmuck and Jason Morgan were absent.

- 6. P-16-17      Considers a preliminary/final plat for Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6.**

Ms. Smith presented the staff report.

With no discussion, Mr. Minosky made the motion to approve the item P-16-17 a final plat Cameron Hills II, a 19.393 acre tract of land, located on the north side of Sparta Road, west of Lake to Lake Road right-of-way and west and south of Dawson Ranch, Phases 5 and 6. Mr. Naegele seconded the motion, which was approved unanimously 7 ayes, 0 nays.

With no further business, the meeting was adjourned at 6:02 P.M.

---

Chair, Planning and Zoning Commission



# Staff Report – City Council Agenda Item



**Date:** June 14, 2016  
**Request:** FIG  
**Address:** 302 East Central Avenue

## **Agenda Item #9**

Consider authorizing a Façade Improvement Grant to Liberty Church of Bell County, 302 East Central Avenue.

### **Originating Department**

Planning – Erin Smith, Director of Planning

### **Summary Information**

Liberty Church of Bell County has submitted a Façade Improvement Grant (FIG) application to complete exterior repairs and renovations on the primary façade facing East Central Avenue and the northern façade facing the alley at 302 East Central Avenue.

The proposal involves items included in the attached summary proposal from Rafael Alejandro:

#### **Primary Façade (facing Central Avenue):**

- Install 3 metal awnings;
- Replace the existing glass doors and windows;
- Install Liberty Church wall sign;
- Lime wash the existing brick façade; and
- Install two sconces and 5 gooseneck lights.

#### **Rear Façade (facing rear alley):**

- Paint the existing stucco;
- Replace the siding around the door with hardi board;
- Install a metal awning above the door; and
- Install two sconces.

The applicant is proposing to restore the primary façade facing East Central Avenue and the rear façade facing the alley. The applicant is proposing to replace the existing windows and doors on the primary façade with new bronze windows. A new Liberty Church wall sign will be installed on the primary façade with a total of five gooseneck lights installed above the sign. There will also be two sconce lights installed on both sides of the doorway. The applicant would also like to lime wash the existing brick on the primary façade to achieve a contemporary

design. Once the lime-washing is complete, the applicant will install three AP metal panel awnings with a white baked-on color. The awning support structure will be constructed with wood materials.

The existing rear wall is constructed with stucco, and the applicant would like to paint it neutral white. There is existing siding around the rear door that the applicant is proposing to replace with hardi board and paint neutral white. The applicant would also like to install an AP metal panel awning with a white baked-on color over the existing rear entry doorway. There will also be two sconce lights installed on both sides of the rear entry doorway.

Work is scheduled to occur upon approval of the grant request. This would represent another excellent example of the value of targeted public investment in Downtown Belton funded by the Tax Increment Reinvestment Zone (TIRZ). Other examples of TIRZ funded façade improvement grants in the vicinity include Salon and Spa at Greenbriar, Fine Line Design & Build, and Tirzah.

### **Fiscal Impact**

Total projected cost on the application is \$24,168 (\$19,195 for primary façade and \$4,973 for rear façade). The FIG application requests the maximum match amount of \$12,084, which is consistent with application guidelines.

Amount: \$12,084

Budgeted: ☒ Yes ☐ No

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

Funding Source(s): Funding Source(s): \$110,000 was included in the TIRZ FY 2016 budget for FIG funding. To date, grants for 115 North East Street, 112 North Main Street, 209 East Central Avenue (primary façade), and 221 East Central Avenue have been approved in FY 2016.

### **Recommendation**

Recommend this FIG application be approved in the amount of \$12,084.

### **Attachments**

FIG Application, including current photographs of 302 East Central Avenue  
Location Map  
Proposal – Rafael Alejandro  
Proposed Awnings  
Proposed Paint Color  
Proposed Lime Wash



**Planning Department**

Date \_\_\_\_\_

Recommended \_\_\_\_\_

Rejected \_\_\_\_\_



## FACADE IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant's Name: Liberty Church of Bell County Date: 5-2-2016Business Name: Liberty Church of Bell CountyContact Person: Tad SmithMailing Address: P.O. Box 972 Belton, TX 76513Phone: 254-933-7107 Fax: \_\_\_\_\_E-mail: hammer\_shelley@yahoo.com tadsmith@gmail.com**Details of Planned Improvements (attach additional paper if necessary).**attached**If you are using a contractor (not required), please list the names of contractors from whom you have received proposals (list in order of preference):**1. attached

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Total cost of improvement project: \$ 19,195.00Amount of Grant requested: \$ 9,597.50Amount to be paid by the applicant: \$ 9,597.50Anticipated completion date: 10-31-16

Tad L. Smith 6/3/16  
Applicant's signature Date



## FACADE IMPROVEMENT GRANT PROGRAM AGREEMENT

---

I have met with the Planning Department, and I fully understand the Facade & Sign Reimbursement Grant Procedures and Details established by the Belton City Council. I intend to use this Grant program for the aforementioned renovation projects to forward the efforts of the downtown revitalization and historic preservation program.

I have read the Facade Grant Application Procedures and Guidelines.

I understand that, if I am awarded a Facade Improvement Incentive Grant by the City of Belton, any deviation from the approved project may result in the partial or total withdrawal of the Facade Improvement Grant. Upon completion, the facade must be maintained for a period of 5 year(s) from the time of construction. If the facade is altered for any reason within 5 years(s) of construction, I will be required to reimburse the City of Belton immediately for the full amount of the Facade Improvement Grant.

Liberty Church of Bell County

**Business/Organization Name**

Tad L. Smith

**Applicant's Signature**

6/3/16

**Date**

Tad L. Smith

**Building Owner's Signature**

6/3/16

**Date**

Evin Smith

**Planning Director Recommendation**

6/9/16

**Date**

**Mayor Approval**

**Date**



## Details of Planned Improvements

Liberty Church would like to improve the façade of our building, both the front which faces Central Avenue and the back which faces the library.

The improvements for the front include:

- adding three separate awnings constructed from wood and metal.
- adding simple letters saying 'Liberty Church' that are black and approximately 15 inches and 10 inches high.
- adding gooseneck lighting above letters
- replacing the existing store front windows and doors with new glass and bronze framing.
- lime-washing the existing brick of the front of the building.
- adding two lights on either side of the glass doors.

### Cost breakdown for the front façade (bids attached):

|  |            |
|--|------------|
| Construction and installation of awnings | \$5,940.00 |
| Replacing glass doors and windows        | \$9,166.00 |
| Sign and installation                    | \$1,616.00 |
| Lighting                                 |            |
| 2 sconces @ \$54.00                      | \$ 108.00  |
| purchased from Amos Electric             |            |
| 5 gooseneck lights with wire guard       | \$ 395.00  |
| @ \$79.00 purchased from Amos            |            |
| Electric                                 |            |
| Wiring for outside light installation    | \$1,925.00 |
| Lime washing                             | \$ 45.00   |
| 3 bags @ \$15.00/bag                     |            |
| (materials only-we will do the labor)    |            |

|                        |             |
|------------------------|-------------|
| Total for front façade | \$19,195.00 |
|------------------------|-------------|

**Planning Department**

Date \_\_\_\_\_

Recommended \_\_\_\_\_

Rejected \_\_\_\_\_

**FACADE IMPROVEMENT GRANT PROGRAM  
APPLICATION**Applicant's Name: Liberty Church of Bell County Date: 5-2-2016Business Name: Liberty Church of Bell CountyContact Person: Tad SmithMailing Address: P.O. Box 972 Belton, TX 76513Phone: 254-933-7107 Fax: \_\_\_\_\_E-mail: hammer\_shelley@yahoo.com tadsmith@gmail.com**Details of Planned Improvements (attach additional paper if necessary).**attached**If you are using a contractor (not required), please list the names of contractors from whom you have received proposals (list in order of preference):**1. attached

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Total cost of improvement project: \$ 4,973.00Amount of Grant requested: \$ 2,486.50Amount to be paid by the applicant: \$ 2,486.50Anticipated completion date: 10-31-16Tad L. Smith

Applicant's signature

6/3/16

Date





## FACADE IMPROVEMENT GRANT PROGRAM AGREEMENT

I have met with the Planning Department, and I fully understand the Facade & Sign Reimbursement Grant Procedures and Details established by the Belton City Council. I intend to use this Grant program for the aforementioned renovation projects to forward the efforts of the downtown revitalization and historic preservation program.

I have read the Facade Grant Application Procedures and Guidelines.

I understand that, if I am awarded a Facade Improvement Incentive Grant by the City of Belton, any deviation from the approved project may result in the partial or total withdrawal of the Facade Improvement Grant. Upon completion, the facade must be maintained for a period of 5 year(s) from the time of construction. If the facade is altered for any reason within 5 years(s) of construction, I will be required to reimburse the City of Belton immediately for the full amount of the Facade Improvement Grant.

Liberty Church of Bell County

**Business/Organization Name**

Tad L. Smith

**Applicant's Signature**

6/3/16

**Date**

Tad L. Smith

**Building Owner's Signature**

6/3/16

**Date**

Elin Smith

**Planning Director Recommendation**

6/9/16

**Date**

**Mayor Approval**

**Date**

## Details of Planned Improvements

Liberty Church would like to improve the façade of our building, both the front which faces Central Avenue and the back which faces the library.

The improvements for the back include:

- painting the stucco a neutral white.
- replacing the siding around the door with corrugated metal.
- adding an awning over the back door that matches the awnings in the front.
- adding two lights on either side of the back door

### Cost breakdown for the back façade (bids attached):

|  |                |
|--|----------------|
| Construction and installation of awning  | \$1,980.00     |
| Lighting                                 |                |
| 2 sconces @ \$54.00                      | \$ 108.00      |
| purchased from Amos Electric             |                |
| Wiring for outside light installation    | \$ 650.00      |
| Paint                                    | \$ 360.00      |
| Estimate 12 gallons @ apprx. \$30.00/gal |                |
| (materials only-we will do the labor)    |                |
| Replace siding with corrugated metal     | \$1,875.00     |
| <br>Total for back façade                | <br>\$4,973.00 |



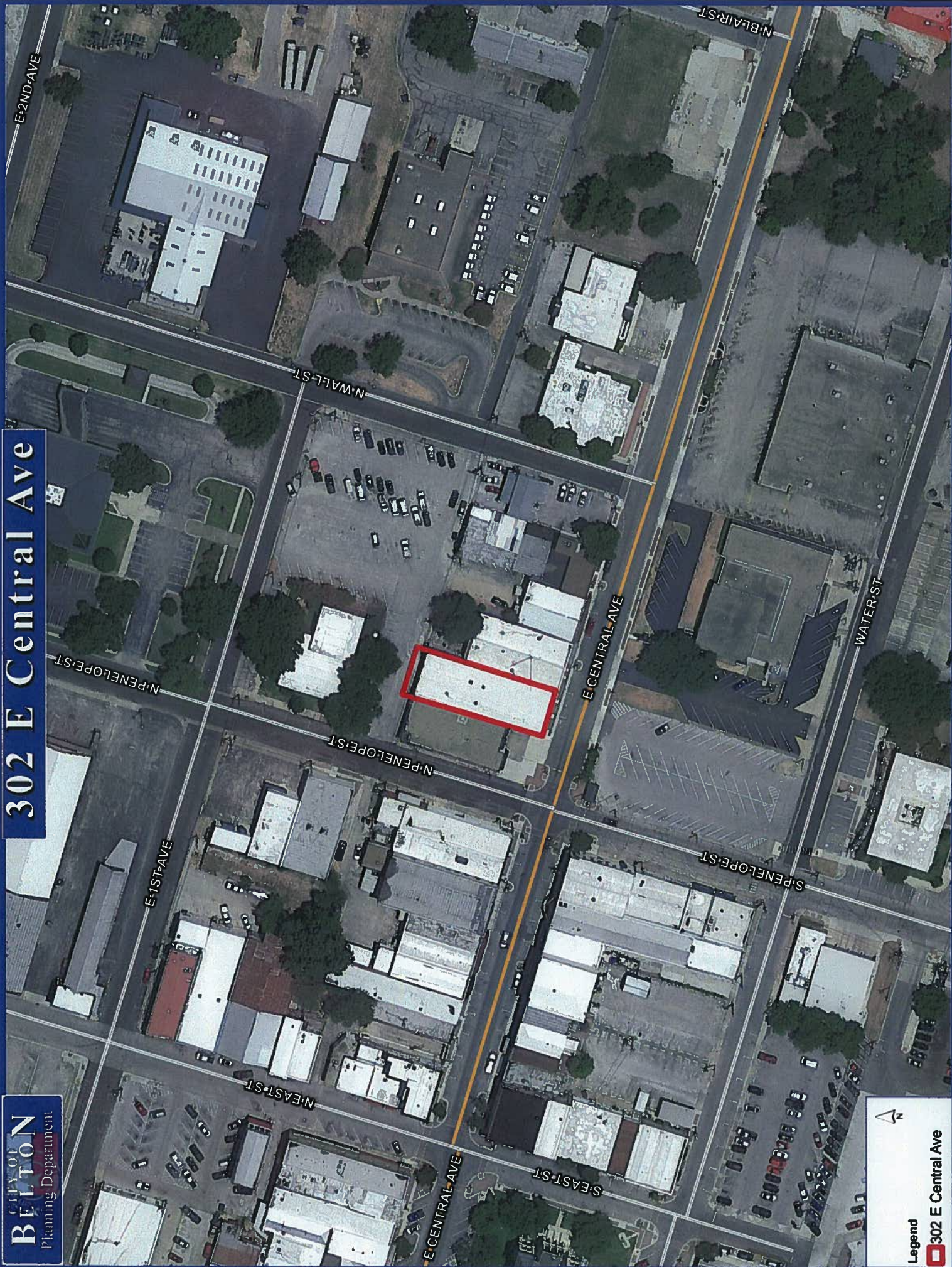








**302 E Central Ave**





# PROPOSAL

From Rafael Alejandro  
254-718-1530

No. \_\_\_\_\_

Date 6/3/16

Sheet No. \_\_\_\_\_

## Proposal Submitted To:

Name Liberty Church  
Street 302 E. Central  
City Belton  
State Tx.  
Phone 254-624-3806

## Work To Be Performed At:

Street 302 E. Central  
City Belton, State Tx.  
Date of Plans \_\_\_\_\_  
Architect \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Three Awnings To be placed in front of building, made of  
2x2 Square Tubing welded and primed, Bolted To Building  
and wrapped with Cedar and metal concealed AP panel (white)  
with Trim and drip edge.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of

Dollars [\$ 5,940.<sup>00</sup> ]

with payments to be made as follows: 50% when Proposal is accepted

50% upon completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per \_\_\_\_\_

Note—This proposal may be withdrawn by us if not accepted within 45 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



# PROPOSAL

From Rafael Alejandro  
254-718-1530

No. \_\_\_\_\_

Date 6/3/16

Sheet No. \_\_\_\_\_

## Proposal Submitted To:

Name Liberty Church  
Street 302 E Central  
City Belton, Tx  
State \_\_\_\_\_  
Phone 254-624-3806

## Work To Be Performed At:

Street 302 E. Central  
City \_\_\_\_\_ State \_\_\_\_\_  
Date of Plans \_\_\_\_\_  
Architect \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Working at back door of building with 2x2 square tubing  
wrapped with cedar and metal AP panel (white)  
with trim and drip edge. \$ 1,980.00

Remove siding from back entrance and Replace  
with hardie lap siding and trim.  
Paint siding. \$ 1,875.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manner for the sum of

Dollars [\$ 3,855.00 ]

with payments to be made as follows: 50% upon acceptance of Proposal  
50% upon Completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per \_\_\_\_\_

Note—This proposal may be withdrawn by us if not accepted within 45 days.

## ACCEPTANCE OF PROPOSAL

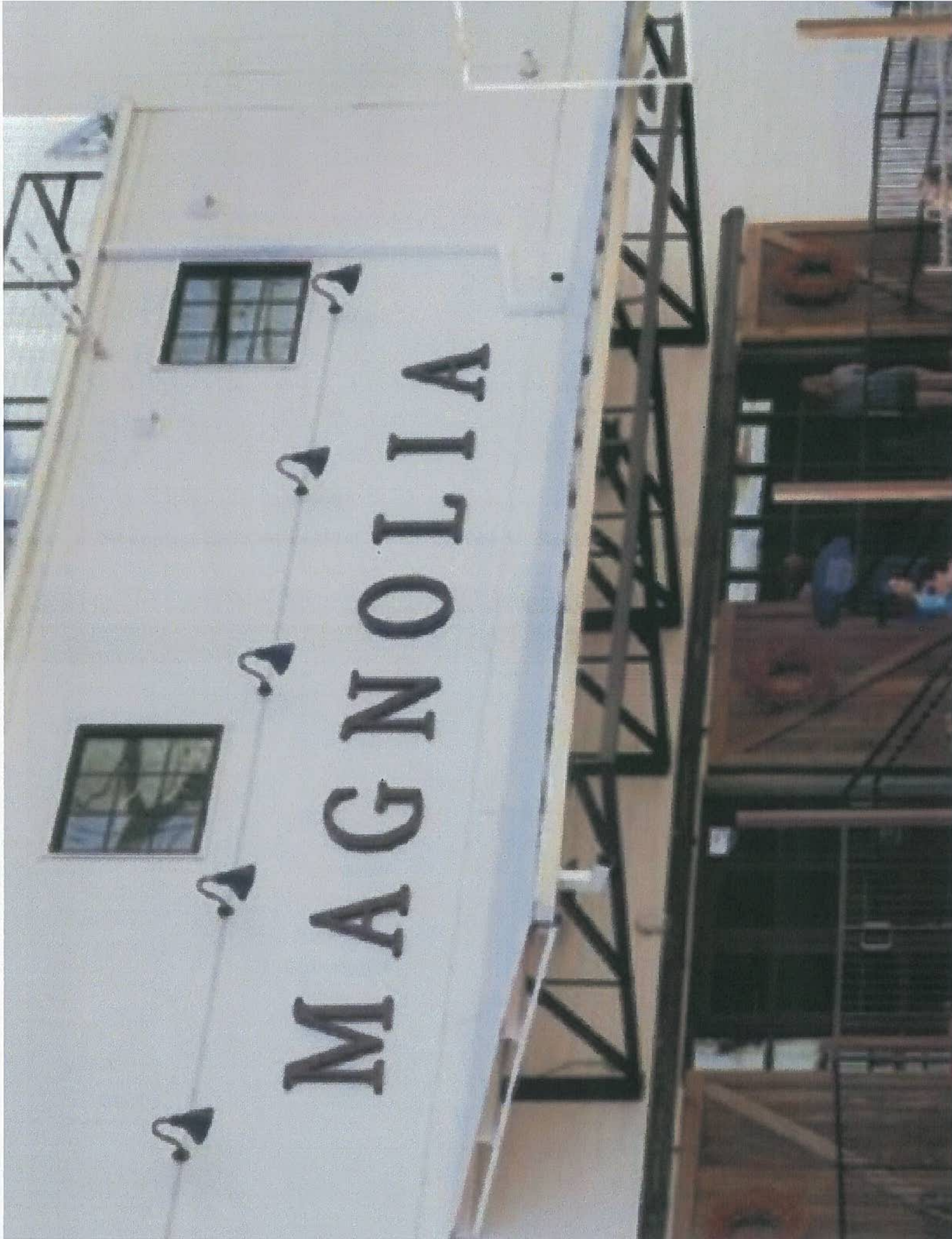
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



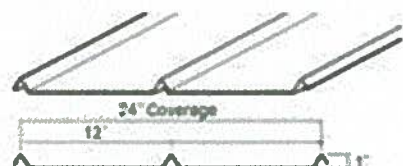
MAGNOLIA





## AP Panel

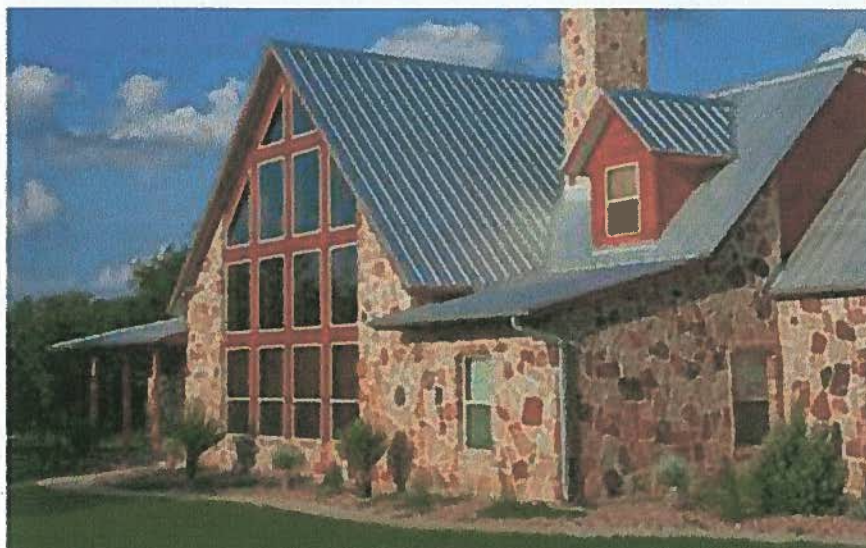
We manufacture tremendous value into every one of our AP Panel roofs, which offer the look of standing-seam roofs at a lower cost. You get big benefits like extra durability, a gorgeous appearance and potential savings on energy bills and homeowner's insurance. AP Panels are a smart idea for new construction and applications where the existing roof covering is removed to decking. They're designed with residential roofs in mind, but work very well on commercial buildings, too.



### AP Panel Benefits

- Up to a 30-Year Limited Paint Warranty
- A Wide Range of Designer Colors
- Nail Resistant – Underwriters Laboratories Class-4 Rating
- Fire Resistant
- Wind Resistant up to 140 mph
- Practically Maintenance Free
- 26-Gauge - Commercial Grade Steel
- Energy Efficient
- Greater Life Expectancy
- Outstanding Durability
- Possible Insurance Savings

**Note:** AP Panel has a pass-through system. Screws will show.



### AP Panel Color Options:



Colors may vary by monitor settings. Please contact us to get the most accurate color representation. We will be glad to provide you with color samples. Galvalume has a protective top coat which may possibly change the color of the panels over a period of time, giving a slight brownish tint to the panels. Mueller, Inc. reserves the right to add or discontinue colors without notice.

Click [here](#) for information about our paint warranties.

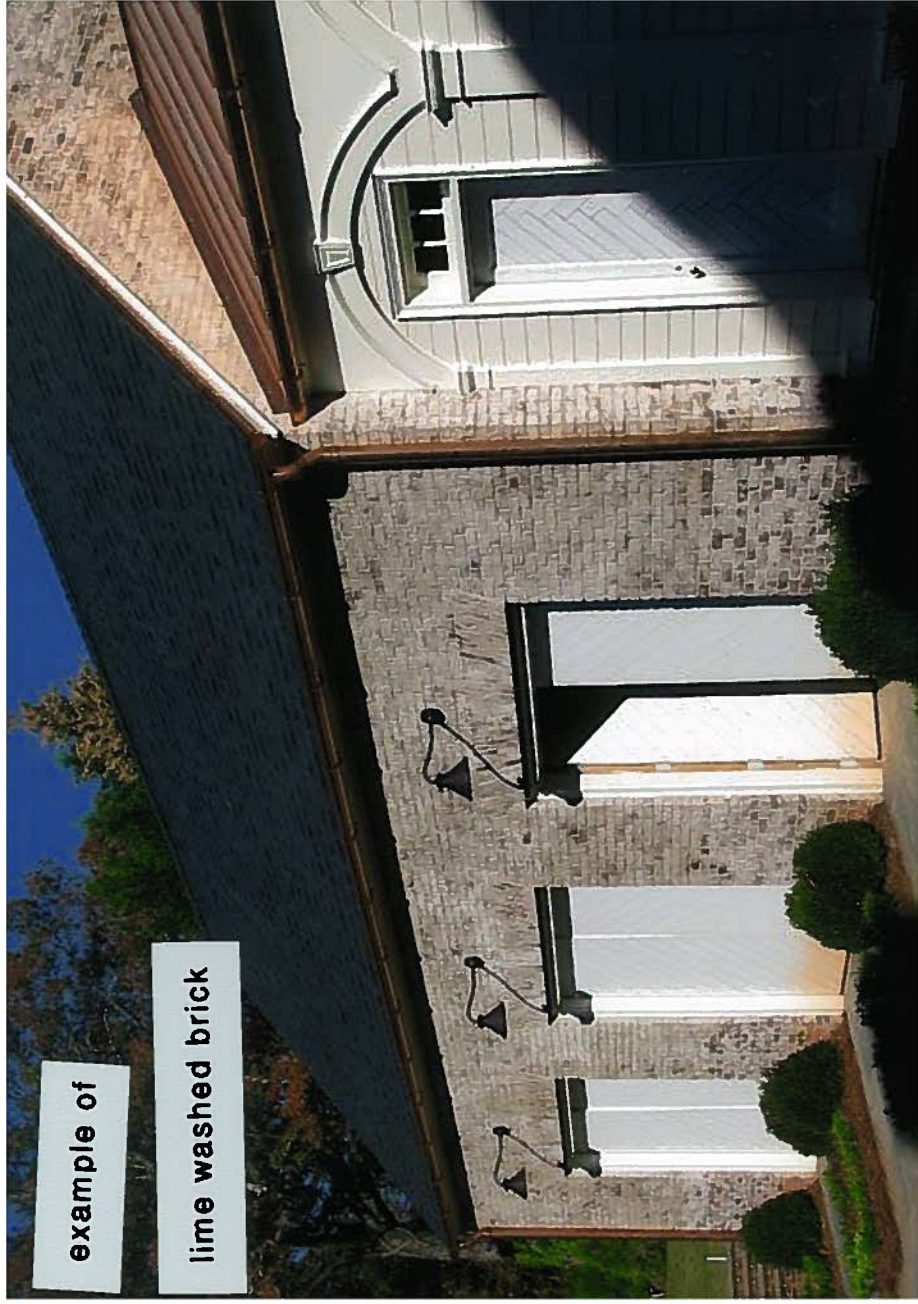


SW 7551  
Greek Villa



example of

lime washed brick





# Staff Report – City Council Agenda Item



**Date:** June 14, 2016  
**Case No.:** H-16-12  
**Request:** FIG  
**Address:** 209 East Central Avenue

## **Agenda Item #10**

Consider authorizing a Façade Improvement Grant to Cedon Realty, 209 East Central Avenue.

### **Originating Department**

Planning – Erin Smith, Director of Planning/Historic Preservation Officer

### **Historic District**

Downtown Belton Commercial Historic District

### **Background**

This present building at 209 East Central Avenue was built in 1930 and is located in the Downtown Belton Commercial Historic District. The Downtown Belton Commercial Historic District contains an excellent range of buildings constructed between 1870 and 1959. Forty-six percent of the buildings in this district are Contributing historic structures. Most of the buildings that are Non-Contributing have been classified that way due to inappropriate alterations that have covered or removed historic building materials and details. The 2012 City of Belton Historic Resources Survey states that the architectural style associated with this structure is two-part commercial block.

### **Summary Information**

Don Ringler has submitted a Façade Improvement Grant (FIG) application to complete exterior repairs and renovations on the rear exterior façade of the building located at 209 East Central Avenue.

The proposal involves items included in the attached summary proposal from CRW Construction:

- Construct a limestone façade on the western wall;
- Install cedar siding and trim on two framed walls;
- Paint the exterior cedar walls and storage building; and
- Install new electrical wiring and plugs.

The applicant has submitted a request to revitalize the rear façade facing Water Street. The western wall outside the existing patio is in poor condition, and the applicant would like to install a limestone façade to enhance the building's aesthetics. The applicant is proposing to install cedar siding 1"X8" cedar lap and gap siding on the two framed walls painted SW 6102 Portabello to match the window trim color on the primary façade facing Central Avenue. The FIG application also includes a proposal to install new plugs and wiring for exterior lights and a cage wall fan.

The applicant is proposing other exterior renovations that are not eligible for FIG funding, but did require HPC approval. At the June 9<sup>th</sup> meeting, the HPC recommended approval of the FIG request, and in addition, approved the other exterior changes. In addition to the FIG request, the applicant is proposing to enclose the rear porch with 2"X6" wooden fence pickets, similar to what the owner has done to the exterior stairs and second story balcony. The proposed overall height of the exterior porch roof ranges from 84" to 90," and the fence pickets are proposed to extend 60" tall. The owner would like to install a metal U-panel roof with a baked-on light stone color on the patio ceiling. The air conditioner condenser is currently under the patio and the applicant would like to move the unit from underneath the patio to provide more space for the patio. The trash receptacle is currently placed outside along the rear façade, and the AC condenser is proposed to be moved from the porch to the exterior. Staff met with the applicant and recommended construction of a wooden enclosure in the rear yard to provide screening for the AC units and trash receptacle. The recommended wooden enclosure will provide screening for the AC units and trash receptacle, and enhance the overall aesthetics of this rear façade.

### **Fiscal Impact**

Total projected cost on the application is \$8,749. The FIG application requests the maximum match amount of \$4,374, which is consistent with application guidelines. If determined appropriate, recommend approval.

Amount: \$4,374

Budgeted: ☒ Yes ☐ No

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

Funding Source(s): \$110,000 was included in the TIRZ FY 2016 budget for FIG funding, and funding is available. To date, grants for 115 North East Street, 112 North Main Street, 209 East Central Avenue (primary façade), and 221 East Central Avenue have been approved in FY 2016.

### **Recommendation**

Recommend this FIG application be approved in the amount of \$4,374.



## **Attachments**

FIG Application, including current photographs of 209 East Central Avenue  
Certificate of Appropriateness Application  
Location Map  
COA notice to owners  
Proposal – CRW Construction  
Proposed Elevations

Planning Department

Date

Recommended

Rejected



## FACADE IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant's Name: Dean Winkler Date: 5/16/2014  
 Business Name: CRW Construction Co Inc  
 Contact Person: Dean Winkler  
 Mailing Address: 2703 AIRPORT ROAD, TEMPLE TEXAS 76704  
 Phone: 254-773-9921 Fax: 254-773-9938  
 E-mail: dean.w@hot.sr.com

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

SEE ATTACHED PLAN

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

1. \_\_\_\_\_
2. CRW CONSTRUCTION CO INC
3. \_\_\_\_\_

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

Total cost of improvement project: \$ ~~10,046~~ 8,749  
 Amount of Grant requested: \$ ~~5,025~~ 4,374.<sup>50</sup>  
 Amount to be paid by the applicant: \$ ~~5,025~~ 4,374.<sup>50</sup>  
 Anticipated completion date: JULY 17, 2016

[Signature]

5/16/2014

Applicant's signature

Date

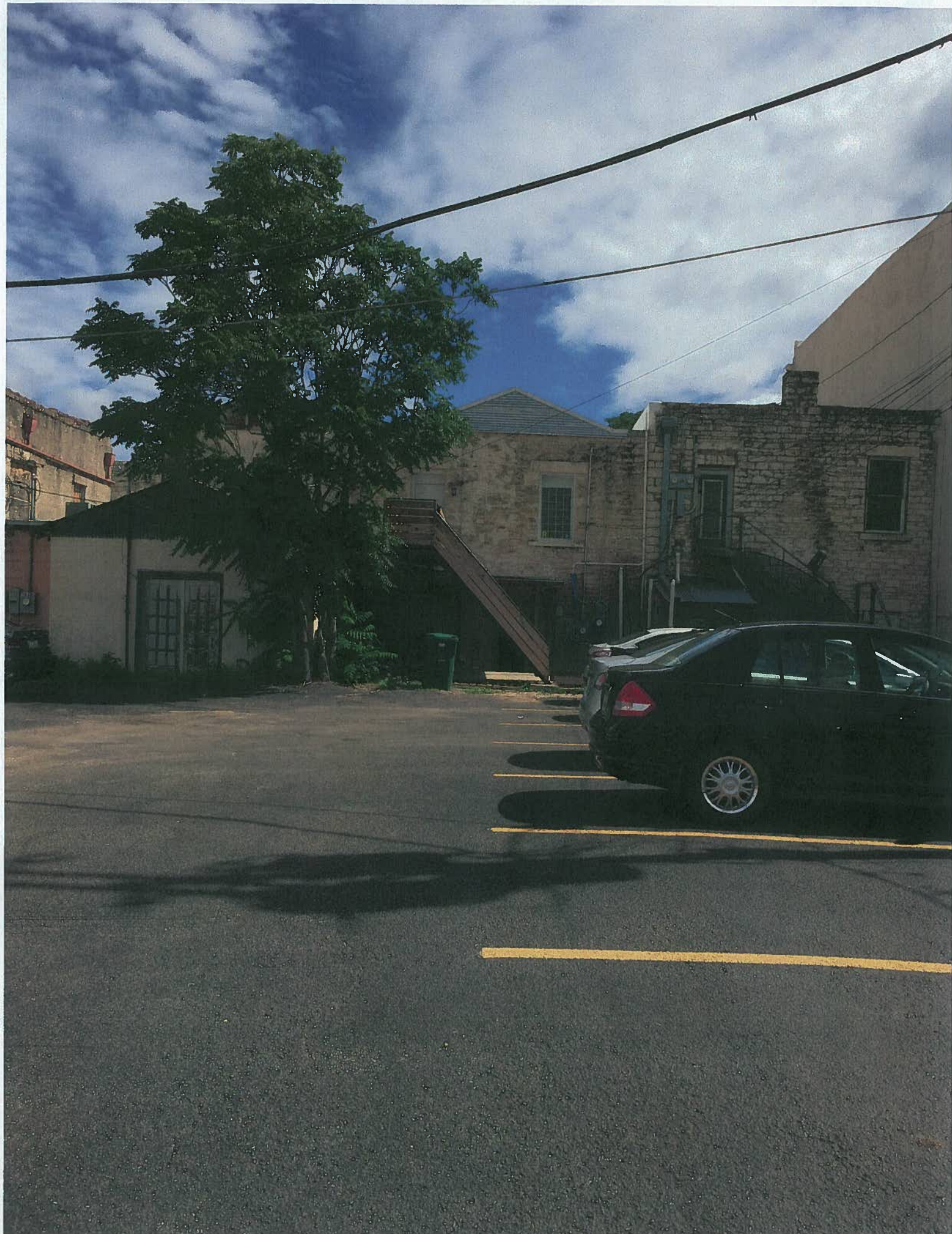














## Certificate of Appropriateness Application Historic Preservation Commission

Property Address: 209 EAST CENTRAL

**Applicant Contact Information:**

Name: CRW CONSTRUCTION CO INC DEAN WINKLER

Address: 2703 AIRPORT TEMPLE

Phone: 254-773-9921 Fax: 254-773-9938 Email: deanw@hotmail.com

Role: ☐ Owner ☒ Architect/contractor ☐ Other: \_\_\_\_\_

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

**Description of proposed work:**

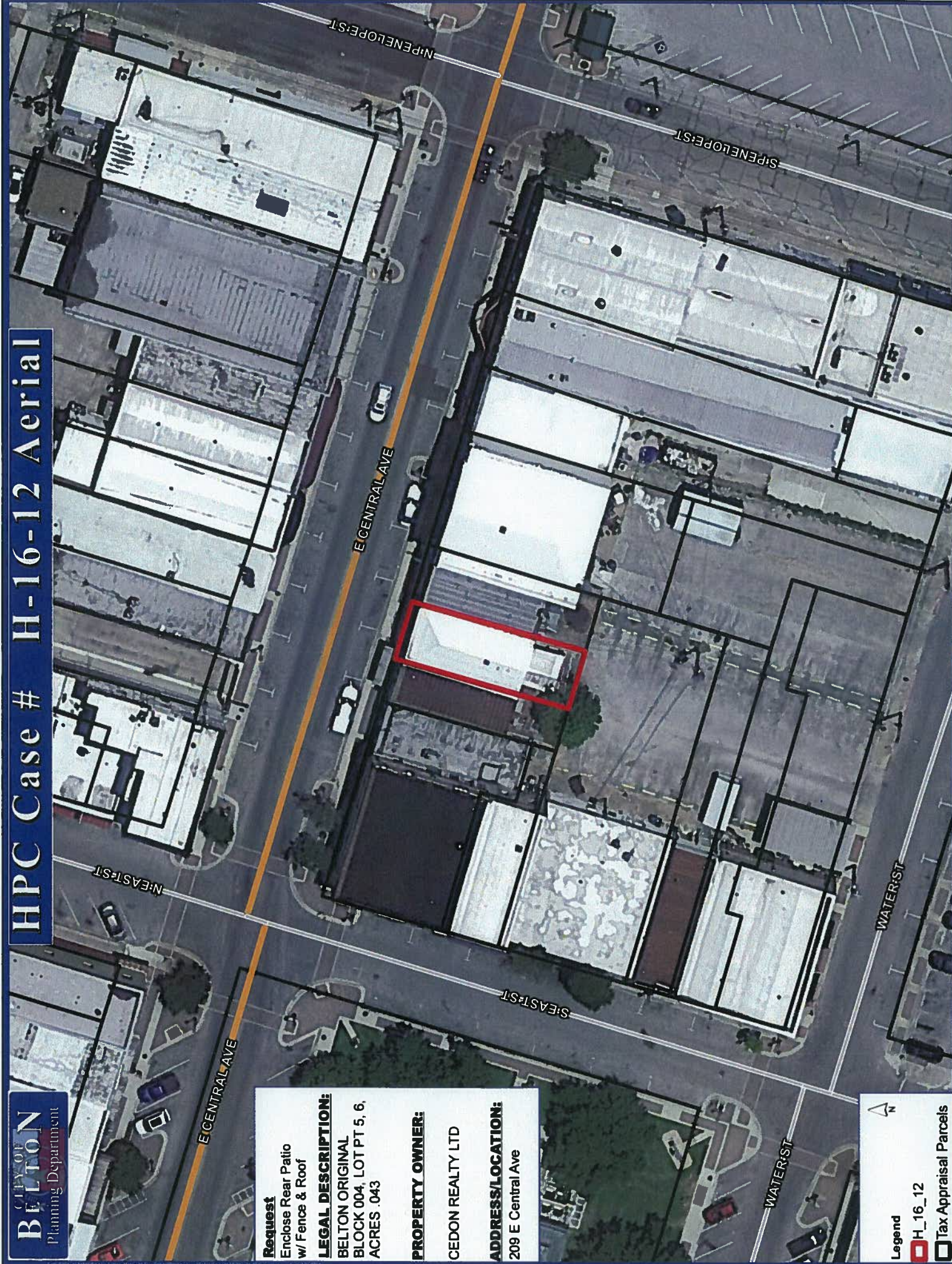
INSTALL WALL FRAMING AT TWO EXTERIOR  
WALLS, INSTALL PLUGS, SWITCHES, FIXTURES, PAM,  
APPLY 1X8 CEDAR LAP & GAP SIDING. MOVE  
COMPRESSOR OFF PATIO. INSTALL LIMESTONE  
PACADE ON OLD MASONRY WALL OUTSIDE PATIO.  
PATCH DECAYING MORTAR ON 2-STORY WALL. INSTALL  
5' TALL PRIVACY FENCE AT TWO WALLS - EAST & SOUTH.  
INSTALL METAL CEILING AT PORCH USING "U" PANEL IN LIGHT  
STONE COLOR. INSTALL FENCE SCREEN AT AC UNIT & TRASH CAN.

Signature Dean Winkler

6/8/2016  
Date

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





**Request**  
Enclose Rear Patio  
w/ Fence & Roof

**LEGAL DESCRIPTION:**  
BELTON ORIGINAL  
BLOCK 004, LOT PT 5, 6,  
ACRES .043

**PROPERTY OWNER:**  
CEDON REALTY LTD

**ADDRESS/LOCATION:**  
209 E Central Ave

**Legend**

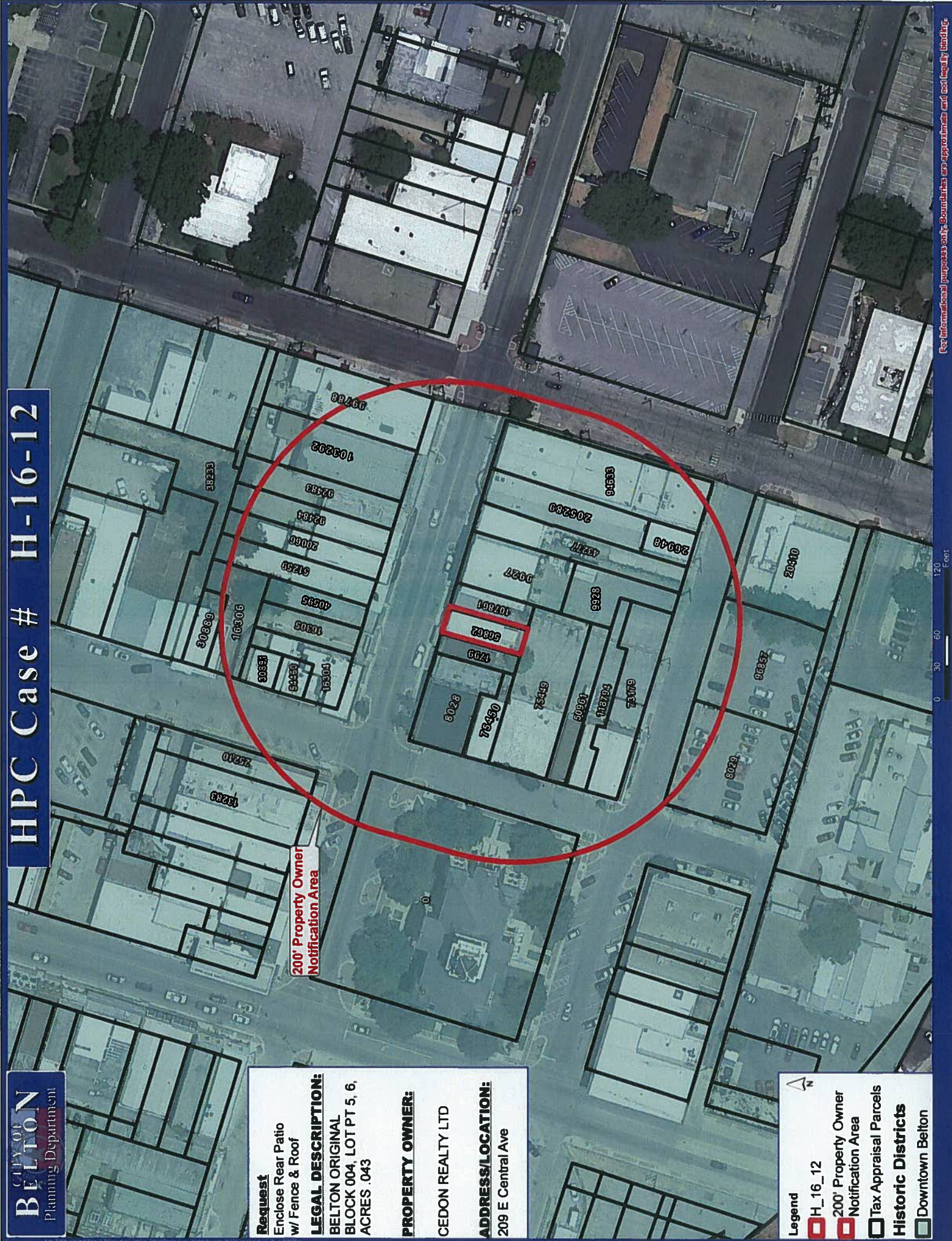
☒ H\_16\_12

☐ Tax Appraisal Parcels



**CITY OF  
BELTON**  
Planning Department

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





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

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: CRW CONSTRUCTION,  
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 209 EAST CENTRAL AVENUE,  
LOCATED IN THE CENTRAL BUSINESS HISTORIC DISTRICT,  
TO enclose rear patio with 2" x 6" fence and metal roof.

THE HISTORIC PRESERVATION COMMISSION WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:00 P.M., Tuesday, June 9, 2016** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS CERTIFICATE OF APPROPRIATENESS BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DIRECTOR OF PLANNING AND HISTORIC PRESERVATION OFFICER, ERIN SMITH AT 254-933-5816.

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

circle one

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

1799

ALLEN, CARL HUDSON JR  
3410 CLARKSBURG DR  
AUSTIN, TX 78745-5820

9927

BIGHAM, SANDRA J  
2006 N EAST ST  
BELTON, TX 76513-2052

16304

AMBRECO FAMILY LP  
200 E CENTRAL AVE  
BELTON, TX 76513

20066

GLEN-RIDDLE MANOR PROPERTIES LLC  
410 N MAIN ST  
BELTON, TX 76513-3165

26948

POTTS, ROY C  
221 E CENTRAL AVE  
BELTON, TX 76513-3237

38233

ARLDT-ROBERTS, DIANA  
4805 LAKEAIRE CIR  
TEMPLE, TX 76502-6833

50961

HOLLE, DENNIS C ETUX NANCY J  
PO BOX 908  
BELTON, TX 76513-0908

56862

ELSER, TIMOTHY A ETUX IRMA V  
2102 DOWNING ST  
BELTON, TX 76513-2027

75450

MONTEITH ABSTRACT & TITLE CO INC  
PO BOX 178  
BELTON, TX 76513-0178

94633

POTTS, ROY COCHRAN ETAL  
221 E CENTRAL AVE  
BELTON, TX 76513-3237

8028

BOSTON, NANCY  
12435 FM 2305  
BELTON, TX 76513-5438

9928

BIGHAM, SANDRA J  
2006 N EAST ST  
BELTON, TX 76513-2052

16305

AMBRECO FAMILY LP  
200 E CENTRAL AVE  
BELTON, TX 76513

20410

CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

30889

SERIES C OF BOESELT GROUP PROPERTIES LLC  
113 N EAST ST  
BELTON, TX 76513

40595

GIBBS, MICHAEL F  
PO BOX 907  
BELTON, TX 76513-0907

51259

HARPER, BARRY D  
1415 MILL CREEK DR  
SALADO, TX 76571

73179

MESSER, JOHN ETAL  
PO BOX 969  
BELTON, TX 76513-0969

92483

MACEY, HARRY B III ETUX DEBRA J  
PO BOX 2717  
TEMPLE, TX 76503-2717

96857

BELL COUNTY  
PO BOX 768  
BELTON, TX 76513-0768

8029

BELL COUNTY  
PO BOX 768  
BELTON, TX 76513-0768

13283

ROWE, SCOTT  
106 BLACK WALNUT COURT  
NOLANVILLE TX 76559

16306

AMBRECO FAMILY LP  
200 E CENTRAL AVE  
BELTON, TX 76513

25210

MCWHA, KENNETH R  
456 WOODLAND POINT RD  
BELTON, TX 76513-6747

30891

DULANY, OUIDA MAE  
PO BOX 701277  
HOUSTON, TX 77270-1277

43277

BEGLEY, RODNEY SHANE ETUX MICHELLE  
511 QUALLA DR  
HARKER HEIGHTS, TX 76548

54460

CABRERA, NOE D ETUX GUADALUPE  
1520 SHADY LOOP  
KILLEEN, TX 76549-6534

75449

MONTEITH ABSTRACT & TITLE CO INC  
PO BOX 178  
BELTON, TX 76513-0178

92484

MACEY, HARRY B III ETUX DEBRA J  
PO BOX 2717  
TEMPLE, TX 76503-2717

99788

HEARTLAND RESOURCES INC  
6 S 1ST ST  
TEMPLE, TX 76501-7604



103292

MOORE, GEORGE CLARK III ETUX MICHELE G  
216 E CENTRAL AVE  
BELTON, TX 76513-3238

107861

JESUS ACTS IN INMATES LIVES INC  
PO BOX 634  
BELTON, TX 76513-0634

118794

MONTEITH ABSTRACT & TITLE COMPANY  
PO BOX 178  
BELTON, TX 76513-0178

205289

RIDDLE, WESLEY A ETUX MARIA AIDA  
410 N MAIN ST  
BELTON, TX 76513-3165

2703 Airport Road  
Temple, Texas 76504



(254) 773-9921  
Fax (254) 773-9938

June 9, 2016

Cedon Realty LTD  
Attention: Don Ringler  
P.O. Box 1928  
Temple, Texas 76503

RE: Office Building  
209 E. Central Avenue  
Belton, TX 76513

Rear Façade Costs

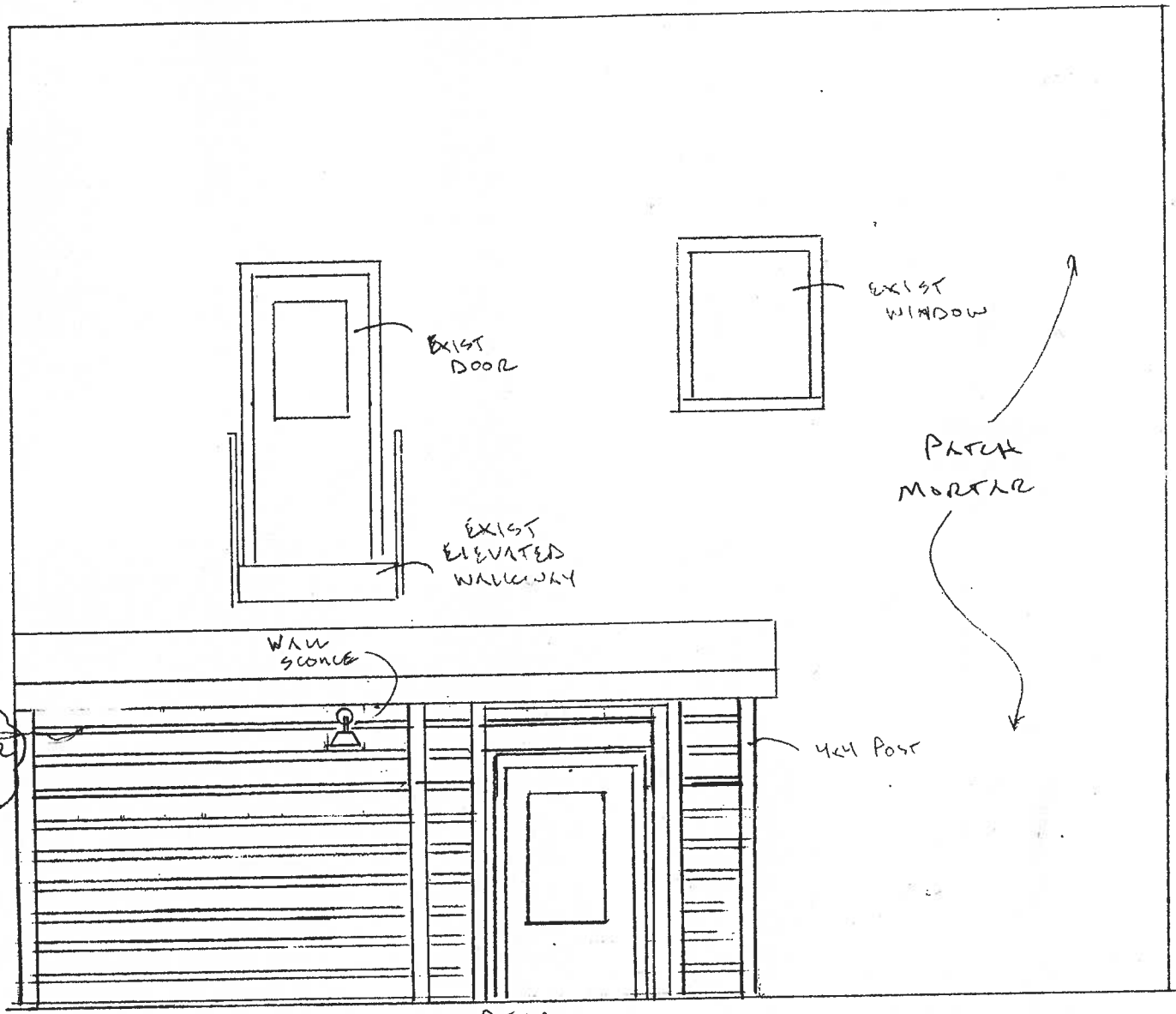
|   |                    |
|---|--------------------|
| General Conditions  | \$ 450.00          |
| Demolition – Conduit, Framing                                       | \$ 120.00          |
| Framing – Walls, Blocking   | \$ 480.00          |
| Exterior Trim – Cedar Siding, Trim                                  | \$ 1,430.00        |
| Install Rock at Façade / Patch Mortar at 2 <sup>nd</sup> Story Wall | \$ 1,300.00        |
| Painting  | \$ 1,000.00        |
| Electrical – Wiring, Fixtures, Outlets                              | <u>\$ 1,900.00</u> |
|   | \$ 6,680.00        |
| 10% Overhead  | <u>\$ 668.00</u>   |
|   | \$ 7,348.00        |
| 10% Fee   | <u>\$ 735.00</u>   |
|   | \$ 8,083.00        |
| 8.25% Sales Tax   | <u>\$ 666.00</u>   |
| Total   | \$ 8,749.00        |



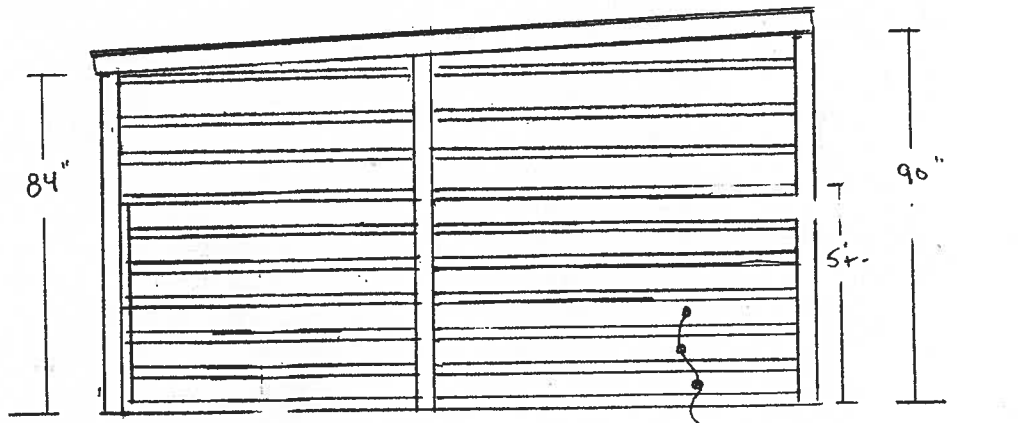
OR

AP &  
CEDAR  
SIDING  
PORTAL

16



REAR VIEW



SIDE VIEW

# Staff Report – City Council Agenda Item



## **Agenda Item #11**

Consider a Resolution establishing a policy regarding annexation of land into the Belton city limits.

### **Originating Department**

Erin Smith, Director of Planning

### **Summary Information**

Texas Municipal League (TML) hosted the 2016 Texas Municipal League Annexation Conference on May 12-13 this year. At this two-day conference, legal experts, urban planners, and city leaders shared insight, knowledge, and practices that can help cities manage growth, expand services, and improve the quality of life for citizens. At this conference, TML recommended that each city adopt an annexation policy prior to beginning annexations. Adoption of an annexation policy is not a legal requirement, but from a policy perspective it is important to have a clear purpose for annexation. The annexation policy will provide background on issues, objectives, and policies that will be considered when determining areas to annex into the Belton city limits.

The proposed annexation policy for the City of Belton includes the following components:

- Purpose and Intent
- Annexation Authority
- History
- Strategies
- Policy Statements

The Strategies section demonstrates how the annexation process can be administered as a positive tool for guiding development in a city's ETJ. The strategies in the proposed annexation policy include: Promote Economic Development; Facilitate Long Range Planning; Protect Future Development; and Foster Intergovernmental Cooperation.

The Policy Statements comprise the City of Belton Annexation Policy to include evaluation of areas for annexation based on existing or planned level of development; service delivery needs; need to protect public health, safety, and welfare; intergovernmental regulations; fiscal considerations, and considerations for the issuance of non-annexation agreements.

The proposed annexation policy will set the stage for Council analysis and decision-making to determine if annexation is the right choice for the City and affected property owners.



**Fiscal Impact**

N/A

**Recommendation**

Recommend approval of the Resolution establishing a policy regarding annexation of land into the Belton city limits.

**Attachments**

Annexation Policy  
Resolution

# City of Belton, Texas



## Annexation Policy

Adopted June 2016

### I. PURPOSE AND INTENT

The purpose of this Annexation Policy is to provide the guidance and rationale for the consideration of areas within the City of Belton extraterritorial jurisdiction (ETJ) for annexation. The intent of the Annexation Policy is to implement the Comprehensive Plan by providing City Council with specific, objective, and prescriptive guidance for making decisions about annexation and other issues within Belton's extraterritorial jurisdiction (ETJ).

### II. ANNEXATION AUTHORITY

The City of Belton has the authority to annex areas within its extraterritorial jurisdiction (ETJ) that are contiguous to the City limits, and not already part of an agreement with another city. The extraterritorial jurisdiction (ETJ) is a legally designated area of land located a specific distance beyond a city's corporate boundaries that a city has authority to annex. State statute defines the size of the ETJ boundaries according to a city's population. The statute provides a one-mile ETJ for cities 5,000 to 24,999 inhabitants. Belton, with a population of 18,216 (per 2010 U.S. Census), has an one-mile ETJ.

The State of Texas requires all cities to adopt an Annexation Plan on or before December 31, 1999 that specifically identifies major annexations that are proposed for 2002 and beyond. The City Council adopted the Annexation Plan by resolution in 1999 (Exhibit A), and established all future annexations in the ETJ would comply with allowed exceptions, making us exempt from a three year plan. Areas located within the Belton ETJ are exempt from the annexation plan requirements because the Plan indicates no future annexation will contain more than 100 residentially developed tracts.

The Annexation Policy applies to any annexation Belton may consider. Belton should consider Full Purpose annexation in a manner that is consistent with the Annexation Policies contained in this document. Full Purpose annexation requires the City to provide City services in accordance with a Municipal Service Plan. Belton should also consider Voluntary annexation, upon request from property owners, when the request is consistent with this Annexation Policy.



### **III. HISTORY**

The City of Belton was established as a city in 1850. The map below contains City of Belton annexation history dating from the 1960's to current (Exhibit B). The current City limits contain 20.06 square miles.

### **IV. STRATEGIES**

Belton can demonstrate how the annexation process can be administered as a positive tool for guiding development in its ETJ and implementing its Comprehensive Plan. The strategies listed below should help the City achieve its strategic goal of promoting orderly and sustainable growth.

#### **A. PROMOTE ECONOMIC DEVELOPMENT**

Belton should use annexation, where appropriate, as a tool to facilitate public-private partnerships intended to stimulate local and regional economic growth and implement sound capital improvement programming.

1. The City should use its ETJ as a planning resource by anticipating candidate areas for annexation. Such areas would primarily consist of raw land, be accessible to public utilities and services provided by Belton.
2. Prior to annexation, the City should coordinate with the property owners in developing a service plan.

#### **B. FACILITATE LONG RANGE PLANNING**

Belton should use annexation to manage development on the fringe of the City in accordance with the Comprehensive Plan.

1. As unincorporated areas become more densely developed, the Comprehensive Plan should identify additional growth centers in the ETJ which should be considered for annexation.
2. The Comprehensive Plan should address linkages to future growth centers in the ETJ. Consideration should be given to existing and planned thoroughfares and their impact on new development patterns as they extend into the ETJ.
3. Annexation provides for the more efficient provision of public services and infrastructure necessary to develop land.

### **C. PROTECT FUTURE DEVELOPMENT**

Belton should use annexation as a means of extending the City's land use standards and building codes to protect future development from inadequate design and construction that may proliferate in unincorporated areas.

1. Planning, zoning, building inspections, code compliance, and other enforcement jurisdictions of the City of Belton are extended to annexed territories on the effective date of the annexation ordinance.
2. Through subsequent application of City zoning standards, annexation prevents the establishment of incompatible development patterns, while protecting existing and future land uses. Annexation, therefore, can be used as a growth management tool by promoting orderly development patterns which serve to maintain and possibly enhance property values.
3. As part of any annexation, the Planning Department should provide a copy of the Comprehensive Plan to affected property owners.

### **D. FOSTER INTERGOVERNMENTAL COOPERATION**

Belton should use annexation as an approach for alleviating jurisdictional conflicts with abutting municipal and county governments, and for coordinating service delivery arrangements with emergency response providers.

Belton should consider boundary adjustments with adjacent municipalities where an exchange of ETJ could occur between the cities in the mutual interest of both cities and the citizens served by each jurisdiction. The requesting municipality should have adequate land use standards to maintain development standards equivalent to those of the City of Belton.

## **V. POLICY STATEMENTS**

The following policy statements comprise the City of Belton Annexation Policy. Both City-initiated and Property Owner-initiated annexations are subject to these policy statements.

### **A. EVALUATION OF AREAS FOR ANNEXATION BASED ON EXISTING OR PLANNED LEVEL OF DEVELOPMENT**

The City of Belton should consider annexation of:

1. Undeveloped areas.
2. Areas for which dense development activity is anticipated.
3. Areas planned or designated in the Comprehensive Plan as Mixed Use or Regional Growth Centers.



4. Areas that have become developed.

B. EVALUATION OF AREAS FOR ANNEXATION BASED ON SERVICE DELIVERY NEEDS

The City of Belton should consider annexation to provide municipal services to:

1. Residential, commercial and industrial land uses that would benefit from a level of service anticipated for a city rather than an unincorporated area.
2. Territories that do not adversely impact services to areas already within the City limits.
3. Territories that establish contiguity required for strategic expansion of the City and its services.

C. EVALUATION OF AREAS FOR ANNEXATION BASED ON NEED TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE

The City of Belton should consider annexation to:

1. Provide zoning, land use, building codes, and other municipal development standards to promote and maintain safe living and working conditions and sustainable development.
2. Extend municipal standards before development occurs, on undeveloped land, where growth is anticipated.
3. Areas that, without such standards, could have an adverse impact on adjacent areas within the City.
4. Areas where unregulated development could have an adverse environmental impact.
5. Areas where unregulated development could have an adverse impact on Military missions/operations.

D. EVALUATION OF AREAS FOR ANNEXATION BASED ON INTERGOVERNMENTAL RELATIONS

The City of Belton should:

1. Protect its ability to expand its City limits.
2. Consider annexation to preclude the creation of other competing political jurisdictions.

3. Consider the impact on the City's ability to expand in the future, and potential economic competition, when evaluating requests for incorporations of new cities or expansion of existing cities within Belton's ETJ.
4. Consider the impact on the City-owned utilities when evaluating requests for Utility Districts or other Special Districts in the ETJ.
5. Seek to ensure that Special Districts in the ETJ do not establish regulations that would be contrary to the best interests of the City.
6. Consider the following factors prior to releasing any portion of its corporate limits or ETJ to another jurisdiction, or accepting territory from another jurisdiction:
  - a. Adequate land use standards are in place in the other municipality (as determined by the City) to protect the subject property and surrounding area;
  - b. The existence of clear and logical planning boundaries are in place that define the current or proposed City limits and ETJ;
  - c. Significant negative fiscal impacts on the City's budget will not result if an area is released or accepted;
  - d. The need for City protection of environmental or other resources has been addressed;
  - e. The long-term effects of cumulative ETJ releases to other jurisdictions have been reviewed.

#### E. EVALUATION OF AREAS FOR ANNEXATION BASED ON FISCAL CONSIDERATIONS

The City of Belton should consider:

1. Annexation to ensure that areas benefitting from proximity to a urban City are contributing revenue to offset the cost of providing services within an urban environment.
2. Opportunities for agreements with other municipalities or regional/area service providers to assist with provision of services.
3. Fiscal impact to extend police, fire, street maintenance, city code enforcement, building inspection.
4. Transportation impacts on major roads - IH 35, IH 14/US 190, FM 93, SH 439, TX 317, FM 436, Lake to Lake Road, Loop 121 – on Regional Thoroughfare Plans and the City's Thoroughfare Plan.



F. CONSIDERATIONS FOR THE ISSUANCE OF NON-ANNEXATION AGREEMENTS

Non-Annexation Agreements:

1. Shall be offered to property owners, within a proposed Municipal Annexation Plan, that have Agricultural Exemptions, in accordance with state law.
2. Issued for Special Districts shall include a statement that the property owner consents to future voluntary annexation and a negotiated annexation schedule shall be included.
3. Should consider services in lieu of annexation to extend City regulations and requirements in anticipation of annexation at some point in the future.
4. Should consider revenue sharing options in exchange for the agreement, in areas that have taxing authority.
5. Shall be reviewed by the Planning Department for adherence to these policies.

# Exhibit "A"

RESOLUTION NO. 99-20

**A RESOLUTION ADOPTING AN ANNEXATION PLAN FOR THE CITY OF BELTON; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 76th Texas Legislature, 1999, adopted S.B. 89, extensively amending the Texas Annexation Act, Chapter 43, Local Government Code; and

**WHEREAS**, Section 17(b) of S.B. 89, 76th Texas Legislature, 1999, requires that each city adopt an annexation plan on or before December 31, 1999, that includes territory the city plans to annex three years from the date the territory is placed in the plan in accordance with Section 43.052, Local Government Code; and

**WHEREAS**, there are a number of exceptions that authorize annexation of territory without the territory having been placed in an annexation plan and for the foreseeable future annexations of territory contemplated by the city fit into one of these exceptions.

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

## SECTION 1.

For the purposes of Section 17(b) of S.B. 89, adopted by the 76th Texas Legislature, 1999, and Section 43.052, Local Government Code, the City Council adopts the following annexation plan:

### CITY OF BELTON ANNEXATION PLAN

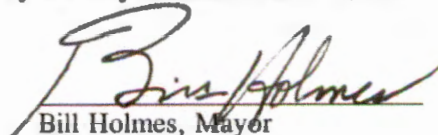
The City Council has reviewed the future expansion needs of the City and the prospects of development within the City's extraterritorial jurisdiction. After studying the effects of amendments to the Texas Annexation Act enacted by S.B. 89, 76th Texas Legislature, 1999, the City Council has determined that at this time, the City does not intend to annex any territory that in order to be annexed, is required to be in an annexation plan.

The City Council reserves the right to amend this annexation plan in the future to add territory for annexation should circumstances change.

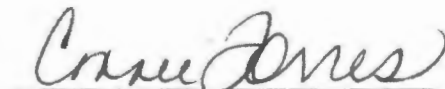
## SECTION 2.

This resolution shall take effect from and after its passage, and it is accordingly so resolved.

Passed this the 23rd day of November, 1999 by the City Council of Belton, Texas.

  
Bill Holmes, Mayor

ATTEST:

  
Connie Torres, City Clerk





**RESOLUTION NO. 2016-22-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ADOPTING AN ANNEXATION POLICY TO GUIDE THE PLANNING AND PROCEDURES FOR THE ANNEXATION OF TERRITORY INTO THE CITY LIMITS AND PROVIDING AN OPEN MEETING CLAUSE.**

---

**WHEREAS**, this resolution is established to provide guidance and rationale for the consideration of areas within the City of Belton extraterritorial jurisdiction (ETJ) for annexation; and

**WHEREAS**, the City of Belton, Texas, is committed to preserving and enhancing the quality of life and unique character of Belton, preserving the rich heritage and natural resources, promoting well-planned development, and protecting its citizens, the environment and all other assets; and

**WHEREAS**, Belton's land uses support economic, cultural and social activities for all residents, businesses and organizations; and

**WHEREAS**, Belton's prehistoric, historic and cultural resources need to be preserved, protected and promoted; and

**WHEREAS**, the positive, identifiable image of Belton needs to be enhanced and protected; and

**WHEREAS**, Belton's utility systems must continue to promote the economic health of the community; and

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

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

**Part 1:** The City Council declares that the statements contained in the preamble of this resolution are true and correct, and are adopted as finding of fact, in accordance with the resolution establishing the annexation policy, attached as Exhibit A, to guide the planning and procedures for the annexation of territory into the City limits.

**Part 2:** 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 14th day of June, 2016.

THE CITY OF BELTON, TEXAS

---

Marion Grayson, Mayor

ATTEST:

---

Amy M. Casey, City Clerk

# Staff Report – City Council Agenda Item



## Agenda Item #12

Consider a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for Phase II of the Chisholm Trail Hike and Bike Facility funded through the Transportation Alternative Program, and authorize a local funding share.

### Originating Department

Administration – Aaron Harris, Grants/Special Projects Coordinator

### Summary Information

As the Council will recall, the Texas Department of Transportation allocated \$2,136,492 in federal funding to Belton for this project at its December 17, 2015, Commission meeting. A resolution is required prior to execution of the agreement with TxDOT. This project will extend the City's hike and bike network, and provide pedestrians a vital link north and south, by creating a safe railroad underpass that connects University Drive at Crusader Way with Sparta Road at Commerce Street.

The next step will be to procure an engineering firm to initiate the design, environmental, and right-of-way processes. The planning process is estimated to be 24 months with the construction beginning in approximately the summer of 2018.

### Fiscal Impact

For Phase II of the Chisholm Trail Hike and Bike Facility, the Transportation Alternative Program will provide **\$2,136,492** in federal funds, and the City's match is **\$534,123**. In May 2015, the original City match was increased from \$333,000 to \$534,123 due to BNSF's position indicating it would not permit an "at-grade" crossing but would support an "underpass" crossing. This revision increased the total project cost by \$1,185,615.

### City Match Summary Estimate

- |   |            |
|---|------------|
| • In-Kind Contribution (Engineering)    | \$ 405,000 |
| • Direct Construction Cost Match        | \$ 70,020  |
| • TxDOT Administrative Cost Match (20%) | \$ 59,103  |

**Total \$ 534,123\***

*\*A generous private contribution of \$100,000 has been pledged to this project and will be applied to off-set the City Match.*



No action on a budget amendment is needed at this time. City staff continues to work with community partners to secure pledges to assist with the funding of this project. An amendment to dedicate the City's portion of the actual local match will be brought to Council later in the fiscal year.

### **Recommendation**

Recommend authorizing the City Manager to execute the Advance Funding Agreement with Texas Department of Transportation for Phase II of the Chisholm Trail Hike and Bike Facility – funded through the Transportation Alternative Program - and authorizing local funding share.

### **Attachments**

Advance Funding Agreement  
Resolution  
Project Location Map

CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT  
State-Selected Off-System**

This Local Project Advance Funding Agreement (“LPAFA”) is made between the State of Texas (“**State**”), acting through the Texas Department of Transportation, and City of Belton (“**Local Government**”), acting through its duly authorized officials.

**BACKGROUND**

Local Government and State have adopted a Master Agreement that states the general terms and conditions for transportation projects developed through this LPAFA.

Local Government prepared and submitted to State or Metropolitan Planning Organization (“**MPO**”) a nomination form for consideration under the Transportation Alternatives Program (“**TAP**”) for the project, which is briefly described as Chisholm Trail Corridor Hike and Bike Facility Phase II (“**Project**”).

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission (“**Commission**”) passed Minute Order Number 114446 (“**MO**”) dated December 17, 2015 awarding funding for projects in the 2015 TAP Program Call of the State, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated June 14, 2016, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:



CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

## **AGREEMENT**

### **1. Period of Agreement and Performance**

- 1.1.** Period of Agreement. The period of this LPAFA is as stated in the Master Agreement, without exception.
- 1.2.** Period of Performance.
  - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement (“**FPA**”) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (“**SLO**”) for that phase of work.
  - 2. The Performance Period for each phase of work ends on the date specified in the FPA for that phase of work.

### **2. Termination of the Agreement**

- 2.1.** This Agreement may be terminated by any of the following conditions:
  - a. By mutual written consent and agreement of all parties;
  - b. By any party with 90 days written notice; or
  - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2.** If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3.** If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4.** A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
  - a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
  - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
  - c. Local Government withdraws from participation in Project.
  - d. State determines that federal funding may be lost due to Project not being implemented and completed.

CSJ: 0909-36-157

District #: Waco (09)

Code Chart 64#: 03700

Project: Chisholm Trail Corridor Hike and Bike Facility Phase II

CFDA Title: Highway Planning and Construction

FHWA CFDA #: 20.205

Not Research and Development

- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
  - f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
  - g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

### **3. Amendments**

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

### **4. Scope of Work, Use of Project, and Project Location**

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: constructing 6-foot-wide ADA compliant sidewalks adjacent to University Boulevard using 6" reinforced concrete between Martin Luther King Jr. Boulevard and BHSF Railroad. University Boulevard sidewalks will transition to a shared use path at the BNSF railroad, where a minimum 14-foot-wide pedestrian underpass with a minimum 10' clearance will be constructed. A 10-foot-wide shared use path using 6 inch reinforced concrete will be constructed adjacent to Commerce Drive beginning at the BNSF railroad pedestrian underpass and traveling north to Sparta Road. In addition to standard construction activities, this project includes ADA compliant ramps, crosswalks, pavement markings, signage, pedestrian lighting, incidental utility improvements and a pedestrian bridge (14' wide X 20' in length) as outlined in the City's 2015 TAP nomination package. These improvements will provide safer accommodations for pedestrians and bicyclists traveling in the vicinity of the University of Mary-Hardin Baylor and Belton's ISD campus.
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

### **5. Right of Way and Real Property Acquisition**

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.



- 5.3.** Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4.** Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5.** Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6.** For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7.** Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8.** Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9.** If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- 5.10.** Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11.** Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12.** Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

## **6. Utilities**

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

## **7. Environmental Assessment and Mitigation**

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1.** Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2.** Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3.** Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4.** Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.



## **8. Architectural and Engineering Services**

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 8.1.** The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 8.2.** When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 8.3.** When architectural and engineering services are provided by or through State, then the following applies:  
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

## **9. Construction Responsibilities**

- 9.1.** Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 9.2.** All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 9.3.** All contract change order review and approval procedures must be approved by State prior to start of construction.

CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

- 9.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 9.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 9.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

## **10. Project Maintenance**

- 10.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 10.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 10.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 10.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

## **11. Local Project Sources and Uses of Funds**

- 11.1.** A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 11.2.** If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 11.3.** The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement (“**FPA**”), or other federal documents.
- 11.4.** Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project’s estimated budget and any operating or maintenance expenses.
- 11.5.** State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 11.6.** Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State’s estimated construction oversight and construction cost.



- 11.7.** In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 11.8.** Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 11.9.** Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 11.10.** In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 11.11.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 11.12.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 11.13.** State will not pay interest on any funds provided by Local Government.
- 11.14.** State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 11.15.** Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 11.16.** If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**12. Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

**13. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

**14. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this LPAFA. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**15. Disadvantaged Business Enterprise Program Requirements**

- 15.1.** The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.
- 15.2.** Local Government shall adopt, in its totality, State's federally approved DBE program.
- 15.3.** Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 15.4.** Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- 15.5.** Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

- 15.6.** Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

*The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**16. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

**17. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 17.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 17.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 17.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**18. Insurance**

- 18.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- 18.2.** For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

**19. Federal Funding Accountability and Transparency Act Requirements**

- 19.1.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- 19.2.** Local Government agrees that it shall:
- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
  - b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  - c. Report the total compensation and names of its top five executives to State if:
    1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**20. Single Audit Report**

- 20.1.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

- 20.2.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

*We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_.*

- 20.3.** For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

## **21. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Belton

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

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

Sam Listi  
City Manager  
City of Belton, Texas

**THE STATE OF TEXAS**

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

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

Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OF LOCAL GOVERNMENT**

**RESOLUTION NO. 2015-31-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, TO CERTIFY FUNDING AND SUPPORT FOR THE 2015 STATEWIDE TEXAS DEPARTMENT OF TRANSPORTATION, TRANSPORTATION ALTERNATIVES PROGRAM, FOR THE APPLICATION TO RECEIVE FUNDING TO CONSTRUCT PHASE II OF THE CHISHOLM TRAIL HIKE AND BIKE FACILITY.**

---

**Whereas,** the Texas Department of Transportation (TxDOT) has announced a matching funding program entitled "Transportation Alternatives Program";

**Whereas,** eligible project types include, but are not limited to the construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users and construction of infrastructure-related projects to improve the ability of students to walk and bicycle to school;

**Whereas,** staff recommends submission of Phase II of the Chisholm Trail Hike and Bike Facility project for consideration with a total estimated cost (including TxDOT administration fees) of \$2,670,615 with a total City match \$534,123;

**Whereas,** if awarded staff believes the proposed project reflects the Parks and Recreation Strategic Master Plan's number one priority for hike/bike trails, and will provide a vision for multi-modal transportation (bicycle and pedestrian);

**Whereas,** the application will be evaluated by TxDOT staff and the Transportation Alternatives Program Evaluation Committee, with recommendations going to the Texas Transportation Commission;

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

**Part 1:** The City Council authorizes submission of an application for funding through the Texas Department of Transportation, Transportation Alternatives Program in the amount of \$2,670,615, with \$534,123 City match, to construct Phase II of the Chisholm Trail Hike and Bike Facility.

**Part 2:** The City of Belton supports funding this project as described in the TAP 2015 Nomination Form (including the construction budget, TxDOT's 15%



CSJ: 0909-36-157

District #: Waco (09)

Code Chart 64#: 03700

Project: Chisholm Trail Corridor Hike and Bike Facility Phase II

CFDA Title: Highway Planning and Construction

FHWA CFDA #: 20.205

Not Research and Development

administrative costs, and the required local match) and commits to the project's development, implementation, construction, maintenance, management, and financing. The City is willing and able to enter into an agreement with the department by resolution or ordinance should the project receive TAP funding.

PASSED AND APPROVED this the 27<sup>th</sup> day of **October**, 2015.

THE CITY OF BELTON, TEXAS

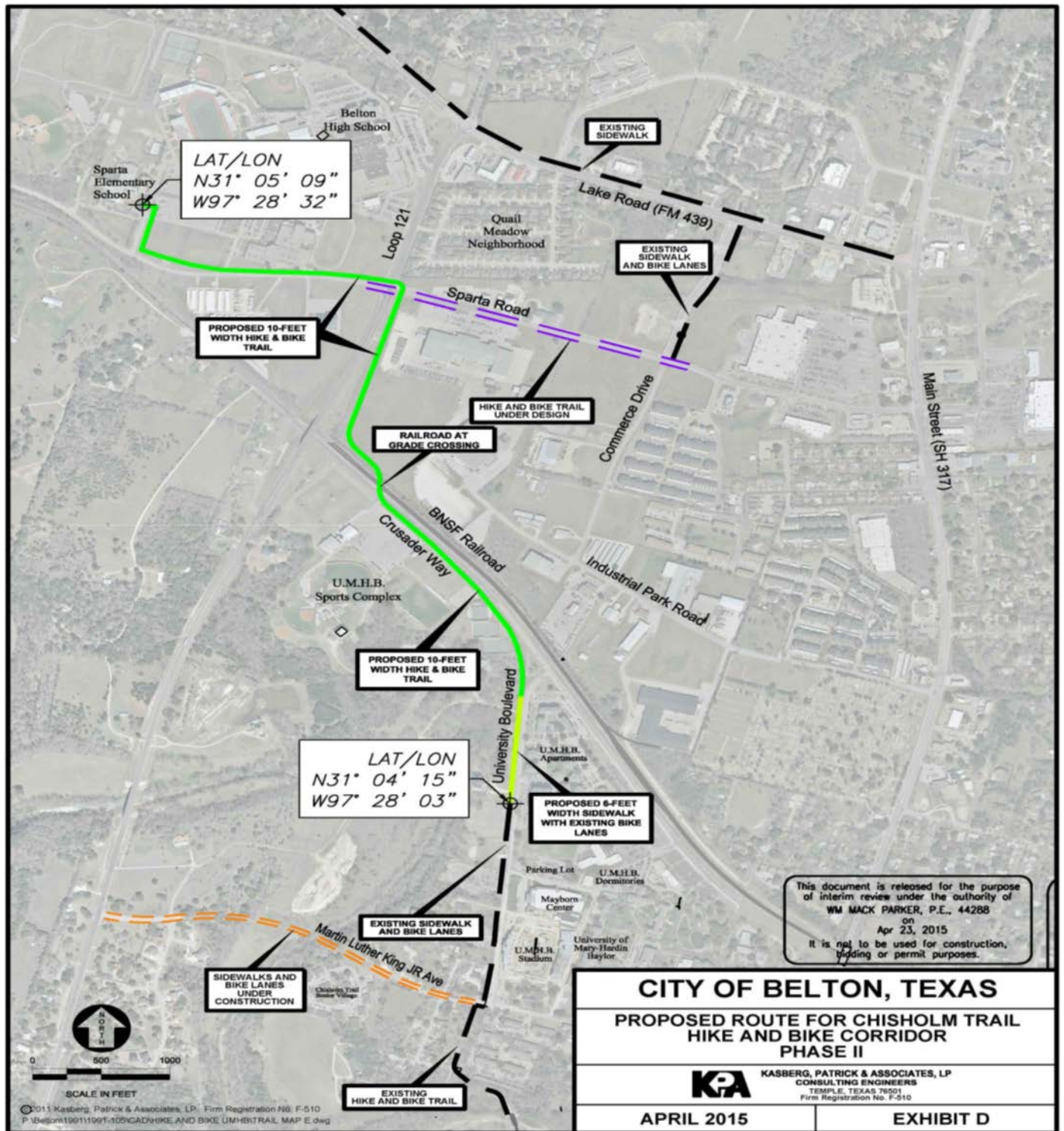
  
\_\_\_\_\_  
Marion Grayson, Mayor

ATTEST:

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

CSJ: 0909-36-157  
District #: Waco (09)  
Code Chart 64#: 03700  
Project: Chisholm Trail Corridor Hike and Bike Facility Phase II  
CFDA Title: Highway Planning and Construction  
FHWA CFDA #: 20.205  
Not Research and Development

## ATTACHMENT B PROJECT LOCATION MAP



CSJ: 0909-36-157

District #: Waco (09)

Code Chart 64#: 03700

Project: Chisholm Trail Corridor Hike and Bike Facility Phase II

CFDA Title: Highway Planning and Construction

FHWA CFDA #: 20.205

Not Research and Development

## ATTACHMENT C

### PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project to Construction

| Work Performed by Local Government ("LG")                                      |                             |   |                    |                     |            |   |                  |
|--|-----------------------------|---|--------------------|---------------------|------------|---|------------------|
| Description of Project Costs to be Incurred                                    | Total Project Cost Estimate | Federal Participation   |                    | State Participation |            | Local Government (LG) Participation         |                  |
|  |                             | Includes additional percentage for TDC apportionment where applicable |                    |                     |            | Includes any EDC reduction where applicable |                  |
|  |                             | %   | Cost               | %                   | Cost       | %   | Cost             |
| Planning/Maps/Education/Non-CST  | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Preliminary Engineering  | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Environmental Cost   | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Right of Way   | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Utilities  | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Construction   | \$2,375,100                 | 80%   | \$1,900,080        | 0%                  | \$0        | 20%   | \$475,000        |
| <b>Work by LG Subtotal</b>   | <b>\$2,375,100</b>          |   | <b>\$1,900,080</b> |                     | <b>\$0</b> |   | <b>\$475,000</b> |
| In-kind donation Value<br>(Add to Total Project Cost - 20% Maximum value)      | \$405,000                   | 0%  | \$0                | 0%                  | \$0        | 0%  | \$405,000 *      |
| Work Performed by the State (Local Participation paid up front by LG to TxDOT) |                             |   |                    |                     |            |   |                  |
| Preliminary Engineering <sup>1</sup>   | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Environmental Cost <sup>1</sup>  | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Right of Way <sup>3</sup>  | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Utilities <sup>2</sup>   | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| Construction <sup>2</sup>  | \$0                         | 0%  | \$0                | 0%                  | \$0        | 0%  | \$0              |
| <b>Work by State Subtotal</b>  | <b>\$0</b>                  |   | <b>\$0</b>         |                     | <b>\$0</b> |   | <b>\$0</b>       |



CSJ: 0909-36-157

District #: Waco (09)

Code Chart 64#: 03700

Project: Chisholm Trail Corridor Hike and Bike Facility Phase II

CFDA Title: Highway Planning and Construction

FHWA CFDA #: 20.205

Not Research and Development

| Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight |                             |   |             |                     |           |   |                  |
|---|-----------------------------|---|-------------|---------------------|-----------|---|------------------|
| Description of Project Costs to be Incurred   | Total Project Cost Estimate | Federal Participation<br><small>Includes additional percentage for TDC apportionment where applicable</small> |             | State Participation |           | Local Government (LG) Participation<br><small>Includes any EDC reduction where applicable</small> |                  |
|   |                             | %   | Cost        | %                   | Cost      | %   | Cost             |
| Preliminary Engineering <sup>1</sup>  | \$44,327                    | 80%   | \$35,461    | 0%                  | \$0       | 20%   | \$8,866          |
| Environmental Cost <sup>1</sup>   | \$29,552                    | 80%   | \$23,642    | 0%                  | \$0       | 20%   | \$5,910          |
| Right of Way <sup>1</sup>   | \$8,865                     | 80%   | \$7,092     | 0%                  | \$0       | 20%   | \$1,773          |
| Utilities <sup>1</sup>  | \$5,910                     | 80%   | \$4,728     | 0%                  | \$0       | 20%   | \$1,182          |
| Construction <sup>2</sup>   | \$206,861                   | 80%   | \$165,489   | 0%                  | \$0       | 20%   | \$41,372         |
| Direct State Costs Subtotal   | \$295,515                   | 80%   | \$236,412   | 0%                  | \$0       | 20%   | \$59,103         |
| Indirect State Costs  | \$170,385                   |   | \$0         |                     | \$170,385 |   | \$0              |
| TOTAL PARTICIPATION   | \$2,841,000                 |   | \$2,136,492 |                     | \$170,385 |   | \$534,123        |
| In-kind Contribution Credit Applied   |                             |   |             |                     |           | 0%  | \$405,000        |
| <b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>                             |                             |   |             |                     |           |   | <b>\$129,123</b> |

The estimated total participation by Local Government is \$534,123, plus 100% of overruns.

Total estimated payment by Local Government to State is \$59,103.

<sup>1</sup>Local Government's first payment of \$17,731 is due to State within 30 days from execution of this contract.

<sup>2</sup>Local Government's second payment of \$41,372 is due to State within 60 days prior to the Construction contract being advertised for bids.

<sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$2,136,492.

\* The In-kind Donation Value has been added to the Total Project Cost Estimate for Construction.

## **RESOLUTION NO. 2016-21-R**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR PHASE II OF THE CHISHOLM TRAIL HIKE AND BIKE FACILITY, FUNDED THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM**

---

**Whereas**, the Texas Department of Transportation (TxDOT), Transportation Alternatives Program has allocated \$2,136,492 in federal funding for Phase II of the Chisholm Trail Hike and Bike Facility;

**Whereas**, the project reflects the Parks and Recreation Strategic Master Plan's number one priority for hike/bike trails, and will provide a vision for multi-modal transportation (bicycle and pedestrian);

**Whereas**, the program requires a minimum 20% local funding, and the City commits to its local share of \$405,000 in-kind contribution, \$59,103 state cost share, and \$70,020 construction match for this project, with a total City match of \$534,123;

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

- That the City Council directs and designates the City Manager as the City's Authorized Representative to act in all matters in connection with this agreement and the City's participation.
- The City of Belton commits to its local share of \$534,123 and 100% of all non-federally fundable items and overruns exceeding the federal allocation.
- The City hereby approves a budget amendment to formally commit and fund the local share of \$534,123.

**PASSED AND APPROVED this the 14<sup>th</sup> day of June, 2016.**

**THE CITY OF BELTON, TEXAS**

---

Marion Grayson, Mayor

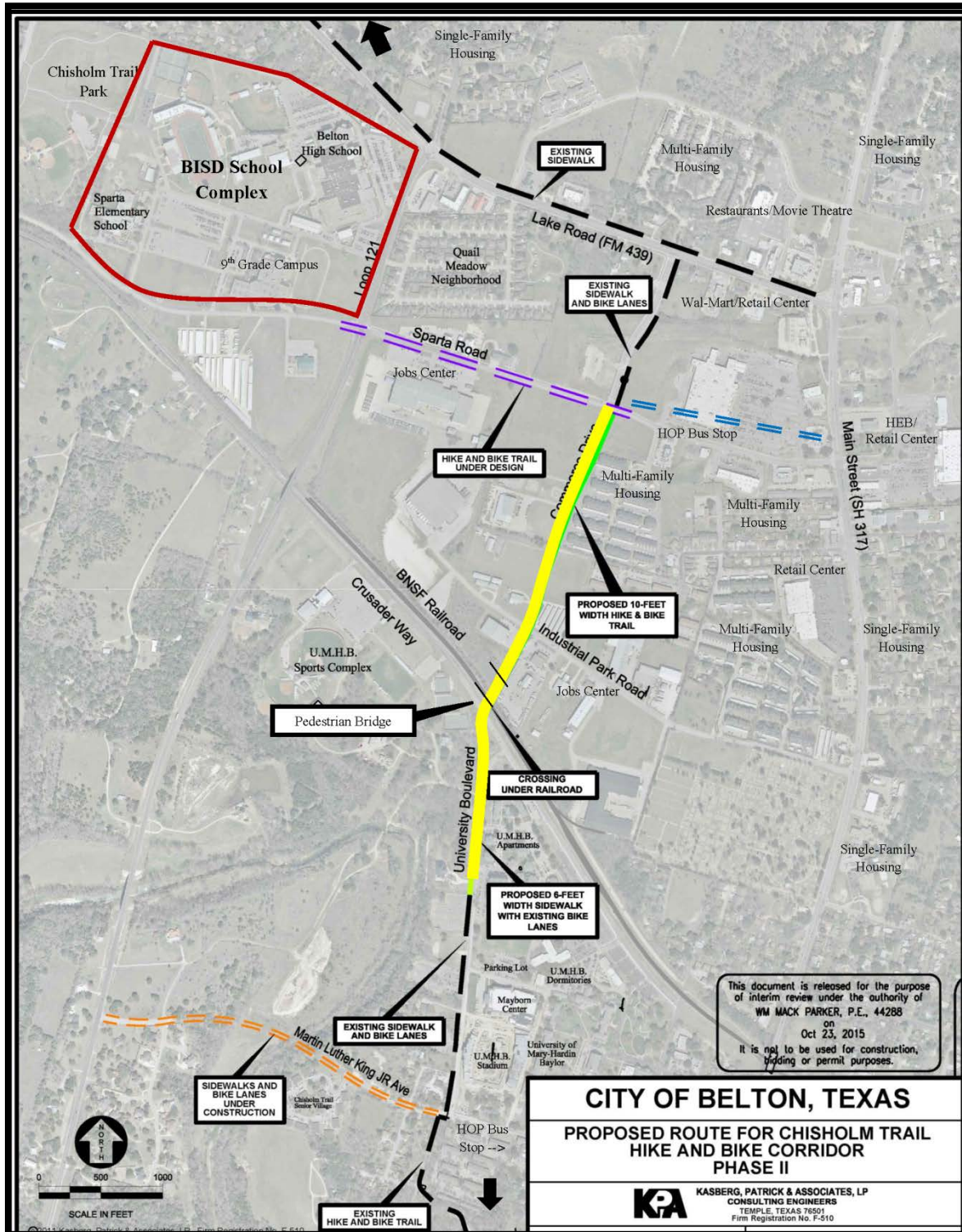
**ATTEST:**

---

Amy M. Casey, City Clerk

# Project Information

- Approximately 0.8 mile
- Connects existing hike and bike trail/sidewalk sections in vicinity of UMHB and extends to Commerce/Sparta
- Provides linkage to many community facilities and resources
- Railroad underpass required for safe pedestrian access to both north and south





## Railroad Underpass Location – University/Crusader Way



## Sample Railroad Underpass



# Staff Report – City Council Agenda Item



## Agenda Item #13

Consider award of bid and authorizing the City Manager to execute a construction contract for the River Fair Road Widening Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.

### Originating Department

Engineering – Angellia Points, Director of Internal Services/City Engineer

### Background

The River Fair Road Widening Project has been on the TIRZ project list for some time, and funding is available in fiscal year 2016. The lane widths of River Fair Drive between SH317/N Main Street and Oakmark Drive are too narrow for a collector street, and a drainage issue exists in the middle of the roadway at the concrete median where water ponds with any measurable precipitation.

On March 26, 2015, Staff authorized Clark and Fuller, PLLC to design and provide construction administration services to widen the lanes, correct the drainage issue, and improve the aesthetics of the median. The project includes removing the entire width of the roadway and existing concrete median, pouring new curb and gutter closer to the right-of-way line, constructing new roadway using 15 inches of crushed limestone base and 2 inches of asphalt, installing a new 6-foot wide concrete median, and placing required pavement markings and striping. The lanes will be widened from 11 feet to 13 feet in the westbound lane and to two 12.5 feet wide eastbound lanes. The overall width of the roadway between curb and gutter will increase by approximately 10 feet without the need for additional right-of-way.

Sidewalks were also designed by Clark and Fuller, but were bid as additive alternates to give Staff the option to recommend if the sidewalks should be built within this contract. As the properties adjacent to River Fair Road develop, sidewalks will be required to be installed by the Developer according to the Subdivision Ordinance. At this time, the sidewalks were not chosen to be recommended in the City's proposed contract with Holy Contractors.

In order to install the concrete median and area drainage inlet, the roadway will be required to be completely closed. In the same manner, for timely construction and worker safety, the roadway is allowed to be closed for the duration of the project up to the contracted time. The project's contract documents were developed to provide the project notice to proceed on August 22, 2016, and for work to be completed within 90 calendar days (by November 20, 2016). The delayed Notice to Proceed was intentional to coincide with the start of school, since traffic volumes to restaurants and businesses in the area will be less after the summer break.

A traffic control plan is required to be submitted by the Contractor using TxDOT's design standards or a deviation from TxDOT's, recommended and specified by a Texas-registered professional engineer, based on the street intersection with SH317.

The project was designed, and advertisement for bids began on May 19, 2016. Bids were opened on June 7, 2016 at 2:00 p.m. Five (5) qualified bids were received:

| Bidder                           | Total Base Bid Amount |
|----------------------------------|-----------------------|
| Holy Contractors, Hewitt, TX     | \$136,288.87          |
| TTG Utilities, Gatesville, TX    | \$142,111.74          |
| Lone Star Paving, Austin, TX     | \$157,288.86          |
| McLean Construction, Killeen, TX | \$194,969.00          |
| JHL Construction, Gatesville, TX | \$228,525.00          |

The Engineer's Opinion of Probable Cost (EOPC) to construct the Project was \$160,000 with the sidewalk additive alternate. Clark and Fuller and the City Engineer evaluated the bids and determined that Holy Contractors, the low bidder, has the capability and experience to perform to the requirements of the contract. Although Holy Contractors has not worked with the City of Belton in previous projects, Clark and Fuller is familiar with their work history of completing quality projects on time and on budget.

### **Fiscal Impact**

Funding for this project is sourced from the TIRZ Capital Project Funds. The total TIRZ funds dedicated to the construction costs for this project was \$150,000. The project was competitively bid, and the low bids resulted in coming under budget in the TIRZ funding by \$13,711.13.

Budgeted: ☐ Yes ☐ No ☒ TIRZ Capital Project Funds

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

### **Recommendation**

Award bid and authorize the City Manager to execute a construction contract for the River Fair Road Widening Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.

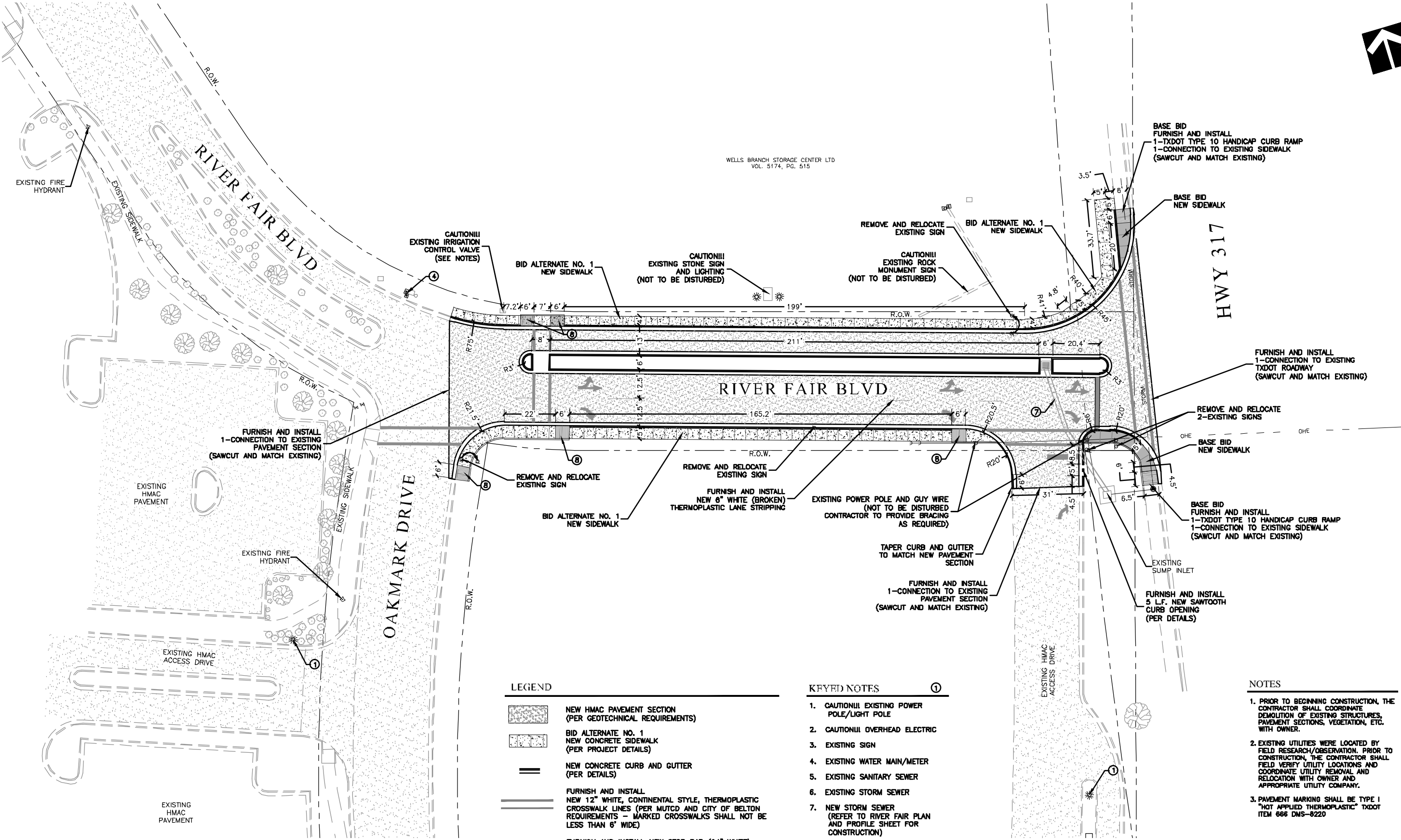
### **Attachments**

Location Map and Site Plan  
Clark and Fuller Recommendation Letter  
Staff Summary Memo to Contractors  
Bid Tabulation







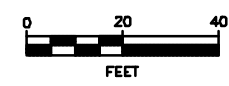


**LEGEND**

|  |  |
|--|--|
|  | NEW HMAC PAVEMENT SECTION (PER GEOTECHNICAL REQUIREMENTS)  |
|  | BID ALTERNATE NO. 1 NEW CONCRETE SIDEWALK (PER PROJECT DETAILS)  |
|  | NEW CONCRETE CURB AND GUTTER (PER DETAILS)   |
|  | FURNISH AND INSTALL NEW 12" WHITE, CONTINENTAL STYLE, THERMOPLASTIC CROSSWALK LINES (PER MUTCD AND CITY OF BELTON REQUIREMENTS - MARKED CROSSWALKS SHALL NOT BE LESS THAN 6' WIDE) |
|  | FURNISH AND INSTALL NEW STOP BAR (24" WHITE) THERMOPLASTIC (PER MUTCD AND CITY OF BELTON REQUIREMENTS)   |
|  | FURNISH AND INSTALL TYPICAL WHITE THERMOPLASTIC PAINTED ARROW (PER MUTCD AND CITY OF BELTON REQUIREMENTS)  |
|  | FURNISH AND INSTALL NEW 6" WHITE (BROKEN) THERMOPLASTIC LANE STRIPING (PER MUTCD AND CITY OF BELTON REQUIREMENTS)  |

- KFYED NOTES**
- CAUTION!!! EXISTING POWER POLE/LIGHT POLE
  - CAUTION!!! OVERHEAD ELECTRIC
  - EXISTING SIGN
  - EXISTING WATER MAIN/METER
  - EXISTING SANITARY SEWER
  - EXISTING STORM SEWER
  - NEW STORM SEWER (REFER TO RIVER FAIR PLAN AND PROFILE SHEET FOR CONSTRUCTION)
  - BID ALTERNATE NO. 1 FURNISH AND INSTALL 1-HANDICAP SIDEWALK RAMP (PER TAS STANDARDS)

- NOTES**
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE DEMOLITION OF EXISTING STRUCTURES, PAVEMENT SECTIONS, VEGETATION, ETC. WITH OWNER.
  - EXISTING UTILITIES WERE LOCATED BY FIELD RESEARCH/OBSERVATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS AND COORDINATE UTILITY REMOVAL AND RELOCATION WITH OWNER AND APPROPRIATE UTILITY COMPANY.
  - PAVEMENT MARKING SHALL BE TYPE 1 "HOT APPLIED THERMOPLASTIC" TXDOT ITEM 666 DMS-8220



| Revisions |  |
|-----------|--|
| Date:     | Remarks:                                       |
| 12/30/15  | REVISIONS MADE PER CITY OF BELTON COMMENTS.    |
| 5/13/16   | NEW SIDEWALK DESIGNATED AS BID ALTERNATE NO. 1 |

SITE STRIPING AND SIGNAGE PLAN

**DRAWING STATUS**

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF MONTY L. CLARK, P.E., 90894, CLARK & FULLER, PLLC FIRM NOT F-10384...

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW ONLY AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION. ANY CHANGES ISSUED FOR CONSTRUCTION CAN BE CONSIDERED COMPLETE.

☐ FOR CONSTRUCTION  
☒ FINAL DRAWING

**CITY OF BELTON**

**RIVER FAIR**

**ROAD WIDENING PROJECT**

BELTON, TEXAS

5-13-16

**CLARK & FULLER**

CIVIL ENGINEERING • DESIGN • PLANNING

215 North Ninth Street, Temple, TX 76781  
754.898.0898 www.clarkfuller.com F-10384

|              |           |
|--------------|-----------|
| Project No:  | 151586.00 |
| Plot Date:   | 5-13-16   |
| Drawn By:    | JMB       |
| Designed By: | MLC       |

**C7.1**



215 North Main Street  
Temple, Texas 76501  
(254) 899-0899  
Fax (254) 899-0901  
[www.clark-fuller.com](http://www.clark-fuller.com)  
Firm Registration No: F-10384

June 9, 2016

City of Belton  
Angellia Points  
1502 Holland Rd.  
Belton, TX 76513

Re: River Fair Road Widening Project

Dear Mrs. Points,

On June 7th, we received Five (5) bids for the River Fair Road Widening Project. We have reviewed each of the bids for accuracy and completeness. Holy Contractors, LLC submitted a Base Bid of \$136,288.87 and a Bid Alternate of \$23,784.21 for a Total Bid of \$ 160,073.08 making them the apparent low bidder. The Base Bid includes the demolition and construction of the new River Fair Road Widening and also the construction of the New Storm Sewer to alleviate existing storm water issues. The Bid Alternate includes the new sidewalk construction, adjacent to River Fair Road. *Please see the enclosed Bid Tabulation Sheet and Bid Schedule Breakout for detailed information.*

The engineer's opinion of probable cost for this project is \$ 160,000.00.

Our firm has limited experience working with Holy Contractors, LLC. Therefore we contacted numerous entities on the list of references provided by Holy Contractors, LLC and everyone had positive comments. Several stated that Holy Contractors, LLC responded in a timely fashion to construction problems and worked with project personnel to complete the project on time. When asked if Holy Contractors, LLC were the low bidder on their next project all would recommend them.

At present time, the City Staff has stated that the Bid Alternate is not to be constructed. Therefore, we are recommending that you award the Base Bid (\$136,288.87) contract to Holy Contractors, LLC. We believe, through documentation and personal verbal contact with the contractor's list of provided references, that Holy Contractors, LLC is qualified and is capable of providing the River Fair Road Widening as required in this project.

Sincerely,

Monty Clark, P.E., CPESC







# City of Belton

~ *Public Works* ~

## **River Fair Road Widening Project**

The River Fair Road Widening Project will be set to advertise on Thursday, May 19<sup>th</sup> and Thursday, May 26<sup>th</sup> to be bid on Tuesday, June 7<sup>th</sup>. The River Fair Project consists of widening River Fair at SH317/Main Street. See attached map for project location (Sheet C1.2). The lane widths are currently too narrow, and a drainage issue exists in the middle of the roadway at the concrete median. The re-design was performed by Clark & Fuller to widen the westbound lane to 13 feet and the two eastbound lanes to 12.5 feet. A 6-foot concrete median will replace the existing narrow median. The most significant improvement is the drainage inlet and pipe to eliminate the ponding that currently exists. The attached Sheet C7.1 shows the proposed improvements.

Sidewalks are shown on the plans, but they will be bid as an additive alternate. The construction of the sidewalks will be determined by the bid amounts. Regardless, sidewalks are required along River Fair and will be required when the adjacent properties develop.

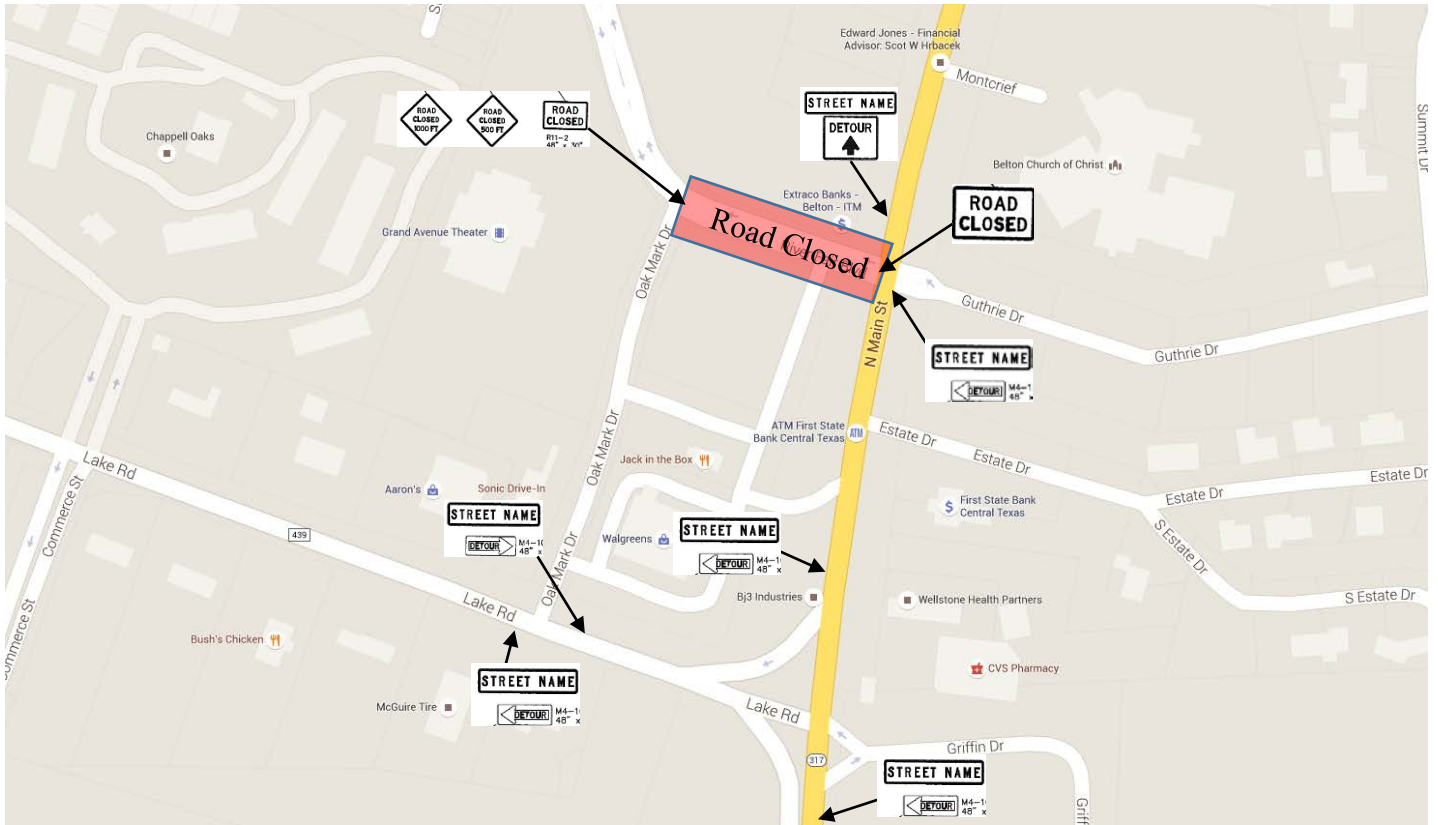
The project is expected to cost around \$160,000. The contract documents are developed to give a 90-day construction window. River Fair at Main Street will likely be closed for approximately eight (8) weeks during construction to allow for timely construction and worker safety. The roadway is required to close completely to install the inlet drain and pipe and center median. Keeping the road open in one direction will lengthen construction and construction costs. However, standard signs will be installed to direct motorists to use Oakmark Drive during this time. Staff will work closely with the Contractor to adhere to the schedule and traffic control plans.

The final traffic control plan will be determined by a Texas-registered professional engineer or by using TxDOT's standards. The following map is an example or guide of the detour to be used during construction.



# City of Belton

~ Public Works ~



However, to accommodate summer traffic to the businesses near this intersection, the Notice to Proceed will not be issued until August 22, 2016. Therefore, the following schedule is proposed:

- |   |                                    |
|---|------------------------------------|
| • Bid Opening                           | Tuesday, June 7 <sup>th</sup>      |
| • City Council Review                   | Tuesday, June 14 <sup>th</sup>     |
| • Notice to Proceed                     | Monday, August 22 <sup>nd</sup>    |
| • Construction Begins/River Fair Closes | Monday, August 22 <sup>nd</sup>    |
| • Construction Ends                     | Sunday, November, 20 <sup>th</sup> |

Bid Tabulation Sheet

City of Belton - River Fair Road Widening Project

Bid Date: June 7th, 2016

| No.                              | Base Bid<br>Item Description   |            |     | McLean Construction, Inc. |              | TTG Utilities, LP |              | Lone Star Grading & Materials, LLC |              | Holy Contractors, LLC |              | Etcon, Inc. dba JHL Construction |              |
|----------------------------------|--|------------|-----|---------------------------|--------------|-------------------|--------------|------------------------------------|--------------|-----------------------|--------------|----------------------------------|--------------|
|                                  |  | Est. Quan. | UOM | Unit Price                | Total Cost   | Unit Price        | Total Cost   | Unit Price                         | Total Cost   | Unit Price            | Total Cost   | Unit Price                       | Total Cost   |
|                                  | Base Bid   |            |     |                           |              |                   |              |                                    |              |                       |              |                                  |              |
| 1                                | Preparation of Right of Way and Site Clearing                                    | 100%       | LS  | \$ 26,620.00              | \$ 26,620.00 | \$ 5,000.00       | \$ 5,000.00  | \$ 18,124.00                       | \$ 18,124.00 | \$ 5,250.00           | \$ 5,250.00  | \$ 2,500.00                      | \$ 2,500.00  |
| 2                                | Mobilization, Bonds, Permits, & Insurance  | 100%       | LS  | \$ 8,666.00               | \$ 8,666.00  | \$ 12,250.00      | \$ 12,250.00 | \$ 10,524.00                       | \$ 10,524.00 | \$ 8,000.00           | \$ 8,000.00  | \$ 12,500.00                     | \$ 12,500.00 |
| 3                                | Demolish and Remove Existing Pavement, Concrete Framework, Curb and Gutter, ect. | 100%       | LS  | \$ 41,153.00              | \$ 41,153.00 | \$ 8,300.00       | \$ 8,300.00  | \$ 16,506.00                       | \$ 16,506.00 | \$ 20,000.00          | \$ 20,000.00 | \$ 25,000.00                     | \$ 25,000.00 |
| 4                                | Traffic Control Plan   | 100%       | LS  | \$ 5,743.00               | \$ 5,743.00  | \$ 5,500.00       | \$ 5,500.00  | \$ 8,980.00                        | \$ 8,980.00  | \$ 1,500.00           | \$ 1,500.00  | \$ 5,000.00                      | \$ 5,000.00  |
| 5                                | Storm Water Prevention Pollution Plan  | 100%       | LS  | \$ 5,723.00               | \$ 5,723.00  | \$ 1,650.00       | \$ 1,650.00  | \$ 5,050.00                        | \$ 5,050.00  | \$ 400.00             | \$ 400.00    | \$ 11,000.00                     | \$ 11,000.00 |
| 6                                | Connection to Existing Roadway   | 3          | EA  | \$ 1,960.00               | \$ 5,880.00  | \$ 200.00         | \$ 600.00    | \$ 453.35                          | \$ 1,360.05  | \$ 300.00             | \$ 900.00    | \$ 650.00                        | \$ 1,950.00  |
| 7                                | Provide 2" HMAC Pavement   | 1258       | SY  | \$ 17.00                  | \$ 21,386.00 | \$ 18.03          | \$ 22,681.74 | \$ 16.50                           | \$ 20,757.00 | \$ 18.28              | \$ 22,996.24 | \$ 18.50                         | \$ 23,273.00 |
| 8                                | Provide 15" Crushed Limestone Base   | 1306       | SY  | \$ 19.00                  | \$ 24,814.00 | \$ 19.50          | \$ 25,467.00 | \$ 14.61                           | \$ 19,080.66 | \$ 16.08              | \$ 21,000.48 | \$ 38.00                         | \$ 49,628.00 |
| 9                                | Provide 11" Crushed Limestone Base   | 727        | SY  | \$ 14.50                  | \$ 10,541.50 | \$ 18.00          | \$ 13,086.00 | \$ 12.63                           | \$ 9,182.01  | \$ 16.50              | \$ 11,995.50 | \$ 18.00                         | \$ 13,086.00 |
| 10                               | Provide Subgrade Preperation   | 2033       | SY  | \$ 1.50                   | \$ 3,049.50  | \$ 4.00           | \$ 8,132.00  | \$ 1.26                            | \$ 2,561.58  | \$ 4.45               | \$ 9,046.85  | \$ 6.00                          | \$ 12,198.00 |
| 11                               | Provide Standard Curb and Gutter   | 1190       | LF  | \$ 15.00                  | \$ 17,850.00 | \$ 16.50          | \$ 19,635.00 | \$ 12.11                           | \$ 14,410.90 | \$ 12.00              | \$ 14,280.00 | \$ 36.00                         | \$ 42,840.00 |
| 12                               | New Handicap Curb Ramp with Detectable Warning                                   | 2          | EA  | \$ 1,965.00               | \$ 3,930.00  | \$ 1,100.00       | \$ 2,200.00  | \$ 1,502.35                        | \$ 3,004.70  | \$ 1,500.00           | \$ 3,000.00  | \$ 850.00                        | \$ 1,700.00  |
| 13                               | Provide Sawtooth Curb Opening  | 5          | LF  | \$ 38.60                  | \$ 193.00    | \$ 32.00          | \$ 160.00    | \$ 54.63                           | \$ 273.15    | \$ 24.00              | \$ 120.00    | \$ 30.00                         | \$ 150.00    |
| 14                               | Provide Reinforced Concrete Sidewalk   | 40         | SY  | \$ 59.10                  | \$ 2,364.00  | \$ 52.00          | \$ 2,080.00  | \$ 186.53                          | \$ 7,461.20  | \$ 45.00              | \$ 1,800.00  | \$ 115.00                        | \$ 4,600.00  |
| 15                               | Provide New Pedestrian and Traffic Stripping and Signage                         | 100%       | LS  | \$ 6,498.00               | \$ 6,498.00  | \$ 6,400.00       | \$ 6,400.00  | \$ 5,830.00                        | \$ 5,830.00  | \$ 3,500.00           | \$ 3,500.00  | \$ 7,700.00                      | \$ 7,700.00  |
| 16                               | Provide Connection to Existing Storm Sewer                                       | 1          | EA  | \$ 2,598.00               | \$ 2,598.00  | \$ 1,250.00       | \$ 1,250.00  | \$ 796.04                          | \$ 796.04    | \$ 1,500.00           | \$ 1,500.00  | \$ 1,500.00                      | \$ 1,500.00  |
| 17                               | Provide 3'x3' Precast Concrete Sump Inlet and Heavy Duty Cast Iron Grate         | 1          | EA  | \$ 2,848.00               | \$ 2,848.00  | \$ 2,800.00       | \$ 2,800.00  | \$ 4,572.37                        | \$ 4,572.37  | \$ 6,000.00           | \$ 6,000.00  | \$ 4,300.00                      | \$ 4,300.00  |
| 18                               | Provide 18" RCP Storm Sewer Main   | 60         | LF  | \$ 85.20                  | \$ 5,112.00  | \$ 82.00          | \$ 4,920.00  | \$ 146.92                          | \$ 8,815.20  | \$ 83.33              | \$ 4,999.80  | \$ 160.00                        | \$ 9,600.00  |
| Total Base Bid                   |  |            |     | \$ 194,969.00             |              | \$ 142,111.74     |              | \$ 157,288.86                      |              | \$ 136,288.87         |              | \$ 228,525.00                    |              |
|                                  | Bid Alternate (1)  |            |     |                           |              |                   |              |                                    |              |                       |              |                                  |              |
| 19                               | Provide New Handicap Ramp  | 5          | EA  | \$ 1,965.00               | \$ 9,825.00  | \$ 1,100.00       | \$ 5,500.00  | \$ 1,502.46                        | \$ 7,512.30  | \$ 1,535.00           | \$ 7,675.00  | \$ 850.00                        | \$ 4,250.00  |
| 20                               | Provide Nreinforced Concrete Sidewalk  | 303        | SY  | \$ 59.50                  | \$ 18,028.50 | \$ 45.00          | \$ 13,635.00 | \$ 75.79                           | \$ 22,964.37 | \$ 46.07              | \$ 13,959.21 | \$ 100.00                        | \$ 30,300.00 |
| 21                               | Provide New Pedestrian Striping  | 100%       | LS  | \$ 509.00                 | \$ 509.00    | \$ 550.00         | \$ 550.00    | \$ 495.00                          | \$ 495.00    | \$ 2,150.00           | \$ 2,150.00  | \$ 900.00                        | \$ 900.00    |
| Total Bid Add Alternate (1)      |  |            |     | \$ 28,362.50              |              | \$ 19,685.00      |              | \$ 30,971.67                       |              | \$ 23,784.21          |              | \$ 35,450.00                     |              |
| Total Bid Including Alternates 1 |  |            |     | \$ 223,331.50             |              | \$ 161,796.74     |              | \$ 188,260.53                      |              | \$ 160,073.08         |              | \$ 263,975.00                    |              |

Notes:



# Staff Report – City Council Agenda Item



## Agenda Item # 14

Consider authorizing the City Manager to execute an amended professional services agreement to design Phase I and Phase II improvements to the Temple-Belton Wastewater Treatment Plant.

### Originating Department

Engineering – Angellia Points, Director of Internal Services/City Engineer

### Background

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

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

On October 15, 2015, Council authorized an agreement with KPA in the amount of \$1,341,555 (25% equaling \$335,388.75) for professional services to design and bid **Phase I** of the expansion. This original scope of services consisted of three tasks organized as follows:

- Task 1: Basis of Design
  - Hydraulic analysis, Orbal aeration design, phosphorus removal, and geotechnical
- Task 2: Phase I Final Design
  - Headworks, odor control, address Orbal capacity
- Task 4: Phase I Bidding
  - Bid phase services

**NOTE: Tasks 3 and 5: Phase II Plant Expansion Final Design and Phase II Bid Services, respectively, were not awarded at that time.**

- Phase II: 4 MGD integrated fixed film activated sludge train with clarifier, return and waste activated sludge pump station, gravity thickener, and all interconnect piping and appurtenances
- Also, the contract in 2015 did not include construction phase administrative services for construction inspection, post-construction warranty services, and operation and maintenance manual preparation.

### **Contract Amendment Proposal**

After further discussions between the Cities of Temple and Belton and KPA, this contract is recommended for amendment to modify Task 2 to remove the Orbal improvements and add design of an equalization basin, include Task 3 Phase II design, and add Task 5 to bid Phase II improvements.

In reference to Task 2, improvements to the Orbal system will be coordinated by the plant operators over the next two months by installing three plate air diffusers. These air diffusers will improve the air efficiency transfer in the Orbal to properly treat the organics in the wastewater. With the summer months approaching, dissolved oxygen levels in the Orbal will decrease as the air and water temperatures increase, making the need for the additional diffusers crucial to continue to meet the plant's permitted requirements for organic treatment. This improvement is expected to allow the Orbal to continue to operate properly through the next two summers. With KPA's assistance in treatment modeling and air and water testing, this method satisfies the improvements needed for the Orbal, and therefore, no other engineering services are required for this task.

In addition, the existing aerated grit basins are proposed to be converted to equalization (EQ) basins in order for the plant to handle abnormal high peak flows, when necessary. The EQ basins will also allow the downsizing of process units downstream of the proposed headworks. The EQ basin may also provide plant operators the ability to store partially treated wastewater during repairs that require basins to be temporarily taken out of service. Odor has been a concern for the EQ basin. However, provisions will be added by KPA to address this issue. Aeration will be added to the EQ basin to prevent any stored wastewater from becoming septic, minimizing odor-causing compounds. Also, a dewatering mechanism will be designed to give operators the ability to wash down the basin after it is used.

As development occurs and more wastewater flow is sent to the plant, the plant will need to be expanded to meet the permit requirements and TCEQ regulations. Plant flows are exceeding the 75% trigger mark by reaching 85%, or 8.5 MGD of the 10 MGD permitted for three consecutive months. Flows are expected to gradually increase, eventually reaching the 90% trigger, at which time TCEQ requires the plant to be under construction for expansion. **Therefore, the proposed amended contract adds Task 3, which is Phase II design services, to expand the plant capacity.** Task 3 includes design of a 6 MGD, instead of a 4 MGD, integrated fixed film activated sludge (IFAS) biological treatment

process unit that will allow the TBWWTP design flow to be expanded from 10 to 12 MGD ultimately.

Task 3 also includes the TCEQ coordination and submittals required when expanding the rated capacity of the treatment plant. Expanding the plant capacity is considered a 'major permit amendment,' which will likely be the critical path in the design phase as this is a lengthy process. KPA and Staff estimate TCEQ will need 12 months to review the plant's revised permit amendment, consequently the need to begin the next phase of design now as flows increase.

See attached proposal from KPA for more details. Task 5 was also added to the amended contract to accommodate bidding.

### **Amended Contract Costs**

This contract amendment proposes the following modified costs:

| <b>Task Description</b>        | <b>Original Contract Amount</b>                    | <b>Amendment No. 1 Changes</b>                      | <b>Total Revised Contract</b>                     |
|--------------------------------|--|---|---|
| Task 1 – Basis of Design       | \$244,200  | <b>\$50,358</b>                                     | \$294,558   |
| Task 2 – Final Design Phase I  | \$1,065,290  | <b>\$(132,745)</b>                                  | \$932,545   |
| Task 3 – Final Design Phase II | (Additional Services: \$943,205)                   | <b>Move to be authorized: \$2,086,947*</b>          | \$2,086,947                                       |
| Task 4 – Bidding Phase I       | \$32,065   | No change   | \$32,065  |
| Task 5 – Bidding Phase II      | Not in scope                                       | <b><u>\$32,550</u></b>                              | <b><u>\$32,550</u></b>                            |
| <b>TOTAL</b>                   | <b>\$1,341,555*</b><br><b>(25% = \$335,388.75)</b> | <b>+ \$2,037,110</b><br><b>(25% = \$509,277.50)</b> | <b>\$3,378,665</b><br><b>(25% = \$844,666.25)</b> |

\*Total amount does not include Task 3. Total for the Additional Services (Task 3) was not authorized in Original Contract. See Page 2 of KPA Contract Dated September 18, 2015.

\*The amount shown is the total amount requested to perform Task 3. Additional funding for the Additional Services amount of \$943,205 is \$1,143,742 to equal \$2,086,947. However, Task 3 was not yet authorized in the original contract.

The elements of Phase I and II are illustrated on the attached Construction Phase Site Plan Map. Time required for Task 3 design (Phase II) is 360 calendar days, dependent upon TCEQ approval.

### **Estimated Construction Costs**

The engineer's estimate of construction costs for Task 3 is in the preliminary stages and will be dependent upon the requirements TCEQ will state with the plant expansion. A new requirement – a total phosphorus limit – is expected with the plant expansion, which may require filters, the addition of a chemical feed system, and alteration of the disinfection process. Upon completion of Task 3 design, funding will be identified and will be presented to Council for approval before proceeding to bid. The engineer's revised opinions of probable construction cost are the following:



- Phase I – Headworks, Odor Control, and EQ Basin Conversion
  - Original Contract Estimated \$13,450,000 (25% = \$3,362,500)
  - Revised Contract Scope Estimates \$7,290,000 (25% = \$1,822,500)
  - A reduction of \$6,160,000 (25% = \$1,540,000)
- Phase II – 6 MGD IFAS Train, Clarifier, Filters, Chemical Feed, Tertiary Treatment, etc.
  - Original Contract Estimated \$9,200,000 (25% = \$2,300,000)
  - Revised Contract Scope Estimates \$29,060,000 (25% = \$7,265,000)
  - An increase of \$19,860,000 (25% = \$4,965,000)
  - This increase is a conservative estimate due to the uncertainty of TCEQ requirements when the plant is proposed to be expanded.

KPA's original contract and amended contract do not include services related to construction administration, on-site representation, warranty services, or operations and maintenance manual preparation for either Phase I or Phase II improvements. The City of Belton would recommend KPA perform these services as the engineer of record for the project. These services for Phase I would be approximately \$485,000 (25% = \$121,250 for Belton's portion). Construction phase services for Phase II will be estimated once the final scope of the project is determined by TCEQ.

### **Financial Summary**

The proposed changes to the KPA contract allow for decreases in the cost for Phase I design services and estimated construction costs. However, Phase II of design services is proposed to be awarded at an increased cost from the estimated cost presented in the September 18, 2015, contract. Depending on the requirements from TCEQ when Phase II is proposed, construction costs will also likely be higher than estimated in the original contract.

Phase II in the amended contract is conservative, and when compared to the 2011 PER, Phase II combines later phases that were planned or projected five years ago. The following lists the proposed changes and resulting net increase in costs for design services and projected construction costs.

| <b>Funding/Expenditure</b>                   | <b>Amount</b>     |
|--|-------------------|
| 2015 CO Issue – TBWWTP Portion               | \$2,760,000       |
| Phase I & II Engineering                     | (\$844,666)       |
| Phase I Construction Estimate                | (\$1,822,500)     |
| Phase I Construction Administration Estimate | (\$121,250)       |
| <b>Projected Shortfall</b>                   | <b>(\$28,416)</b> |

### **Fiscal Impact**

The fiscal impact of the action today is \$509,277, which represents Belton's share of the increase in the professional services contract with KPA from its current amount of \$335,389 to \$844,666.

The funding available from the 2015 CO issue is \$28,416 short of covering Phase I engineering and construction and Phase II engineering based on current estimates. However, as Phase I construction costs are estimates, no budget action is proposed at this time. City Staff will return to Council with a recommendation on funding the shortfall once bids for construction have been received, and the final amount of the shortfall is known.

Budgeted: ☐ Yes ☐ No ☒ Capital Project Funds

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

### **Recommendation**

Authorize the City Manager to execute an amended professional services agreement to design Phase I and Phase II improvements to the Temple-Belton Wastewater Treatment Plant.

### **Attachments**

Approved KPA Contract dated September 18, 2015

Supplemental Agreement to Phase I including addition of Phase II Improvements dated June 3, 2016

Construction Phase Site Plan Map

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 15, 2015** between **The City of Belton** ("Owner") and **Kasberg, Patrick & Associates, LP.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Temple-Belton Wastewater Treatment Plant, Phase I – New Headworks and Biological Treatment Improvements Proposal ("Project").

Engineer's Services under this Agreement area generally identified as follows:

**As described in Exhibit A, Proposal from Engineer, dated September 18, 2015.**

~~[Describe scope of services, or refer to an attachment. See Exhibit A, EJCDC E 500, for an example of a full scope of engineering services.]~~

Owner and Engineer further agree as follows:

## 1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 1 year from date of this contract.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 14 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.



## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within ~~30~~ **45** days of receipt. If Owner fails to make any payment due Engineer for services and expenses within ~~30~~ **45** days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said ~~thirtieth day~~ **fourty-fifty day**. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. **County of Bell, State of Texas.**
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.~~
- G. ~~All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Engineer as instruments of service shall be property of the Owner. The Owner shall be entitled to copies or reproducible sets of any of the aforesaid.~~
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater, **except in the case of negligence on the part of the Engineer.**



- I. The parties acknowledge 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 of services on the portion of the Project affected thereby until Owner: (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.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  1. A Lump Sum amount of \$ 335,388.75.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

*for*

~~7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*~~

- ~~A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. The total compensation for services and reimbursable expenses is estimated to be \$\_\_\_\_\_.~~

*[or]*

~~7.01—Basis of Payment—Percentage of Construction Cost~~

~~A.—Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:~~

- ~~1. An amount equal to \_\_\_\_\_ percent of the cost to construct the work designed or specified by the Engineer (“Construction Cost”). This amount includes compensation for Engineer’s Services and services of Engineer’s consultants, if any. The percentage of Construction Costs noted herein accounts for labor, overhead, profit, and reimbursable expenses.~~
- ~~2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:~~
  - ~~a. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.~~
  - ~~b. For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor’s estimate for such work.~~
  - ~~c. For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer’s most recent opinion of probable Construction Cost.~~

~~B. The portion of the compensation amount billed monthly for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.~~

*[or]*

~~7.01 Basis of Payment—Direct Labor Costs Times Factor, Plus Reimbursables~~

~~A.—Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:~~

- ~~1. An amount equal to Engineer’s Direct Labor Costs times a factor of \_\_\_\_\_ for services of Engineer’s employees engaged on the Project, plus reimbursable expenses, and Engineer’s consultants’ charges, if any.~~
- ~~2. The total compensation for services and reimbursable expenses is estimated to be \$\_\_\_\_\_.~~

~~7.02 Additional Services:~~ For additional services of Engineer’s employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any. Engineer’s standard hourly rates are attached as **Appendix 1 Exhibit A, ATTACHMENT C.**

### **7.03 *Miscellaneous Provisions:***

**The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:**

- 1. General Liability (including automobile) - combined single limit of \$2,000,000.00. The Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal, or significant change of coverage. Engineer's insurance shall be written on a "primary" basis.**
- 2. Worker's Compensation - statutory limit.**
- 3. Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00.**
- 4. The Engineer shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the Owner.**



Attachments: **Attachment Appendix 1, Engineer's Standard Hourly Rates** ~~[Exclude Appendix 1, Engineer's Standard Hourly Rates, only if hourly rates are not to be used for either basic compensation (Paragraph 7.01) or additional services (Paragraph 7.02)]~~

~~[Itemize any other attachments that will be part of the Agreement].~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: Sam A. Luti

Title: City Mgr

Date Signed: 11/19/15

Address for giving notices:

PO Box 120  
Belton, TX 76513  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

By: R. Karly

Title: President

Date Signed: 11/30/15

Engineer License or Firm's Certificate  
Number:

F-510

State of: Texas

Address for giving notices:

One South Main  
Bel Temple, Tx, 76501  
\_\_\_\_\_  
\_\_\_\_\_

"Exhibit A"



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

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

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

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

September 18, 2015

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

Re: Cities of Temple and Belton  
Temple-Belton Wastewater Treatment Plant  
Phase I -- New Headworks and Biological Treatment Improvements Proposal

Dear Mr. Billeck:

This letter is in response to your request for a proposal to perform civil, mechanical, process, electrical, instrumentation and controls, structural and geotechnical engineering services required for the construction of a new headworks facility and modifications to the existing Orbal Biological Reactor to restore its biological capacity to 10 MGD. The *Temple-Belton Wastewater Treatment Plant Preliminary Engineering Report* dated November 2012 details the population, flow and loading projections and associated improvements to allow the treatment facility to meet Year 2040 demands. The recommended headworks improvements are included in Section 4 of the referenced report.

Kasberg, Patrick & Associates was commissioned by the Cities of Temple and Belton in the fall of 2011 to perform a preliminary engineering report to define the parameters for and recommend improvements to meet the facility's Year 2040 demand. The report includes a phased construction plan. Phase I consists of constructing a new headworks facility including fine screens and grit removal units. Phase I also includes the necessary electrical modifications to allow for the full operation of the disc aerators and the additional floating aerators installed over the past several summers. The additional aerators were added by the plant operations staff (Brazos River Authority) to address biological loadings in excess of the design capacity of the Orbal units.

This proposal includes the necessary professional services required to perform the following tasks which are further detailed in Attachment A, Task Identification:

1. Task 1 -- Basis of Design -- Hydraulic Analysis, Orbal Aeration, Phosphorus Removal and Geotechnical
  - a. Detailed Hydraulic Analysis
  - b. Preliminary Design of Additional Aeration at Existing Orbal
  - c. Preliminary Analysis of Phosphorus Removal
  - d. Geotechnical Engineering
2. Task 2 -- Phase I Final Design (Headworks, Odor Control and Address Orbal Capacity):
  - a. Headworks facility including septage receipt, rotary drum fine screens, vortex grit removal and odor control. The entire structure will be designed with 75% of the fine screens and grit removal equipment installed;

- b. Interconnect piping (from headworks to Orbal and extend Shallowford and Friar's Creek Force Mains to headworks)
  - c. Orbal Biological Treatment Aeration Improvements
  - d. Electrical Improvements / Modifications
  - e. Structural design
3. Task 3 – Phase II Final Design (4 MGD Plant Expansion – IFAS)
- a. IFAS Expansion
  - b. Clarifier
  - c. Pump Stations (RAS and WAS)
  - d. Gravity Thickener
  - e. Interconnect piping and appurtenances
4. Task 4 – Phase I Bid Services to competitively bid Task 2 plans and recommend a contractor.

Please note that Tasks 1, 2 and 4 are related to the final design and bidding of Phase I Improvements. Task 3 is related to the final design of Phase II. It is not anticipated that Phase II will be constructed immediately upon completion of the design portion of this contract. As such, bid services related to Phase II have not been included in this proposal. Likewise, this proposal does not include any services related to construction administration, on-site representation, warranty services or O&M manual preparation for either Phase I or Phase II Improvements.

In order for us to provide the engineering services required for completion of this project, as noted in this proposal and further described in the referenced *Temple-Belton Wastewater Treatment Plant Expansion Preliminary Engineering Report*, the lump sum fees shown below and summarized on Attachment B - Proposed Engineering Charges will be applicable. These services will be provided during the final design and bid phases of the project.

Basic Services:

|                                 |              |
|---------------------------------|--------------|
| Task 1 – Basis of Design =      | \$ 244,200   |
| Task 2 – Final Design Phase I = | \$ 1,065,290 |
| Task 4 – Bidding Phase 1 =      | \$ 32,065    |
| Total Basic Services =          | \$ 1,341,555 |

Additional Services

|                                  |              |
|----------------------------------|--------------|
| Task 3 – Final Design Phase II = | \$ 943,205   |
| Total Additional Services =      | \$ 943,205   |
| Total Professional Services =    | \$ 2,284,760 |

These services are based on the scope and timeline included in this proposal. Attachment C outlines the rates which would be used to charge for special or additional services authorized beyond the scope described herein. Likewise, reductions in scope will utilize the rates in Attachment C to determine associated reductions in fee. Attachment D includes the Opinion of Probable Construction Costs for the various components of the project as summarized below. Please note that Items 5, 18 and 20 within Attachment D were added to the base Headworks OPC to account for interconnect piping and electrical modifications to the Orbal. Final OPCs will be prepared once construction plans are completed and prior to beginning the bidding phase.



### Opinion of Probable Construction Costs

#### Phase I

|                     |    |            |
|---------------------|----|------------|
| Headworks           | \$ | 5,607,788  |
| Orbal Modifications | \$ | 6,080,000  |
| Phase I Subtotal    | \$ | 11,687,788 |
| Contingency         | \$ | 1,762,212  |
| Phase I Total       | \$ | 13,450,000 |

#### Phase II

|                      |    |           |
|----------------------|----|-----------|
| IFAS Treatment Train | \$ | 7,677,900 |
| Phase II Subtotal    | \$ | 7,677,900 |
| Contingency          | \$ | 1,535,580 |
| Phase II Total       | \$ | 9,200,000 |

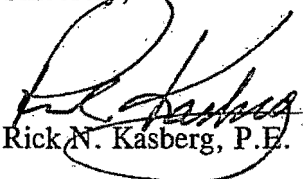
The following schedule details each component of this proposal:


- Basis of Design = 4 Months
- Final Design Phase I (Task 2) = 10 Months, beginning 2 months into the Preliminary Design
- Final Design Phase II (Task 3) = 12 Months, independent of Preliminary Design and Final Design of Task 2. Please note that an uncontested major amendment to the discharge permit could require up to 15 months from submittal to final permit approval by TCEQ. **The amended permit is required prior to beginning Phase II Construction and is the critical path for expansion of the treatment process.**
- Bidding & Construction Award = 3-4 Months
- Construction Phase I Improvements = 10 - 14 Months
- Construction Phase II Improvements = 15 - 18 Months

From the schedule outlined above, the final design plan sets included in Task 2 will be ready for submittal to TCEQ within 12 months from the notice to proceed.

We appreciate the opportunity to submit this proposal and are available to discuss it in more detail at your convenience.

Sincerely,

  
Rick N. Kasberg, P.E.

  
Thomas D. Valle, P.E.

TDV, RNK/

**Attachment A**  
**Cities of Temple and Belton**  
**Temple-Belton Wastewater Treatment Plant**  
**Phase I**  
**New Headworks and Biological Treatment Improvements**

**TASK IDENTIFICATION**  
**For**  
**ENGINEERING SERVICES**

**September 2015**

**TASK 1 – BASIS OF DESIGN**

- 1.1 Conduct Detailed Hydraulic Analysis and Develop Hydraulic Profiles for Phased Expansion of WWTP.**
- i. Phase I - New Headworks with New Pipe Connection to Existing ORBAL Treatment System, Cl<sub>2</sub> Disinfection & Cascade Aeration.
  - ii. Phase II - New Headworks with Phase I Facilities plus New Pipe Connection to New IFAS (Train 1) Treatment System, Cl<sub>2</sub> Disinfection & Cascade Aeration.
  - iii. Phase III – Phase I and Phase II Facilities plus New Pipe Connection to New IFAS (Train 2) Treatment System, New Disc Filters, New UV Disinfection System, New Parshall Flume and New Cascade Aeration. Including necessary sizing and equipment investigation of Filters and UV systems.
  - iv. Hydraulic Design of Ultimate Plant Layout and individual Phases.
- 1.2 Preliminary Design of Additional Aeration at Existing Orbal (Restore to 10 MGD ■ 23,000 lbs/day Biological Capacity).**
- i. Review existing aeration supply capabilities.
  - ii. Review existing aeration pilot study historical operational data (conducted during Summer 2015).
  - iii. Assist BRA to perform DO profile measurements in ORBAL basin and evaluate DO profiles
  - iv. Recommend additional aeration required to treat 10 MGD of wastewater at PER design strength including sizing and exhibits detailing the layout of additional blowers, piping and air delivery method.
  - v. Recommend electrical service and MCC improvements associated with increased power requirements for additional aeration.
  - vi. Prepare opinion of probable cost for recommended improvements.
  - vii. Advance coordination with TCEQ on requirements for approval of variance on ORBAL organic loading

### 1.3 Preliminary Analysis of Phosphorus Removal

- i. Investigate chemical and biological methods for future phosphorus removal for both ORBAL and IFAS treatment trains.
- ii. Prepare site layouts and opinions of probable construction costs (OPCs) for each method investigated (for each of the treatment processes).
- iii. Prepare technical memorandum detailing phosphorus removal recommendations.

### 1.4 Geotechnical Engineering

- i. Obtain soil borings at the following locations:
  - a. Headworks, 1 bore
  - b. Biological Reactors, 2 bores
  - c. Clarifiers, 2 bores
  - d. UV Disinfection Basin, 1 bore

This scope includes the necessary work to allow a clear area for bores to be taken.
- ii. Conduct laboratory testing on samples that are representative of materials obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests include:
  - a. Atterberg limits (liquid and plastic limits, 30 tests maximum)
  - b. Percent passing No. 200 sieve (50 tests maximum)
  - c. Unconfined compressive strength (40 tests maximum)
  - d. Water Content and Dry Unit Weight
- iii. Engineering Analysis and Report-- An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. The report will include:
  - a. Plan of borings illustrating the approximate location of each boring and scale to which the drawing is made.
  - b. A log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information.
  - c. Description of the field exploration and laboratory testing.
  - d. Summary of laboratory test results.
  - e. Discussion of subsurface soil and groundwater conditions.
  - f. General discussion of the site geology.
  - g. Calculated potential vertical rise (PVR) for structures.
  - h. Recommendations for foundation types, depths, and allowable bearing pressures.
  - i. Lateral earth pressures for below-grade structures.
  - j. Seismic geotechnical criteria
  - k. Earthwork recommendations



- iv. Structural Engineer's review of Geotechnical Engineering Analysis and Report

**TASK 2 - FINAL DESIGN PHASE SERVICES FOR HEADWORKS, ODOR CONTROL SYSTEM AND BIOLOGICAL TREATMENT IMPROVEMENTS (PHASE I):**

- 2.1 30% Drawings and Specifications - Engineer shall perform services for the 30% design review submittal of Contract Documents for the following:

- i. Headworks (Entire structure, only 75% of equipment)
  - a. Civil and Mechanical Design
  - b. Odor Control
  - c. Structural
  - d. Electrical
- ii. Interconnect Piping
  - a. Civil Design
- iii. Orbal Aeration (Expand biological treatment capacity to 10 MGD  $\square$  23,000 lbs/day)
  - a. Process and Mechanical Design
    - 1. Air piping calculation and sizing, layout inside Orbal Basin
    - 2. Blower sizing and coordination with manufacturer
    - 3. Blower building layout and air piping layout inside blower building
  - b. Structural
  - c. Electrical
- iv. Rehabilitation of Clarifiers No. 1 and 2
  - a. Process and Mechanical Design
  - b. Electrical
  - c. Miscellaneous Structural Modifications/Repairs
- v. Electrical/MCC Building Structural Design
- vi. Bi-Monthly (twice a month) Design Progress Reports detailing work completed, upcoming work, design questions and summarizing responses from previous design questions.
- vii. 30% Review Meeting, Minutes Summary and Modifications
- viii. Engineer shall take energy efficiency into account when reviewing and selecting equipment. Engineer shall include Owner in meetings with manufacturers and discuss advantages/disadvantages with Owner prior to preparing final specifications.
- ix. Prepare 30% OPC.

- 2.2 60% Drawings and Specifications - Engineer shall perform services for the 60% design review submittal of Contract Documents for the following:

- i. Headworks (Entire structure, only 75% of equipment)
  - a. Civil and Mechanical Design
  - b. Odor Control
  - c. Structural
  - d. Electrical
- ii. Interconnect Piping
  - a. Civil Design
- iii. Orbal Aeration (Expand biological treatment capacity to 10 MGD ■ 23,000 lbs/day)
  - a. Process and Mechanical Design
    - 1. Air piping calculation and sizing, layout inside Orbal Basin
    - 2. Blower sizing and coordination with manufacturer
    - 3. Blower building layout and air piping layout inside blower building
  - b. Structural
  - c. Electrical
- iv. Rehabilitation of Clarifiers No. 1 and 2
  - a. Process and Mechanical Design
  - b. Electrical
  - c. Miscellaneous Structural Modifications/Repairs
- v. Electrical/MCC Building Structural Design
- vi. Bi-Monthly (twice a month) Design Progress Reports detailing work completed, upcoming work, design questions and summarizing responses from previous design questions.
- vii. Prepare 60% OPC
- viii. 60% Review Meeting, Minutes Summary and Modifications

2.3 90% Drawings and Specifications – KPA and it's sub-consultants will perform services for the 90% design review submittal of Contract Documents consisting of conducting Review Meeting, Minutes Summary and Modifications to plans.

- i. Headworks (Entire structure, only 75% of equipment)
  - a. Civil and Mechanical Design
  - b. Odor Control
  - c. Structural
  - d. Electrical
- ii. Interconnect Piping
  - a. Civil Design

- iii. Orbal Aeration (Expand biological treatment capacity to 10 MGD ■ 23,000 lbs/day)
  - a. Process and Mechanical Design
    - 1. Air piping calculation and sizing, layout inside Orbal Basin
    - 2. Blower sizing and coordination with manufacturer
    - 3. Blower building layout and air piping layout inside blower building
  - b. Structural
  - c. Electrical
- iv. Rehabilitation of Clarifiers No. 1 and 2
  - a. Process and Mechanical Design
  - b. Electrical
- v. Electrical/MCC Building Structural Design
- vi. Bi-Monthly (twice a month) Design Progress Reports detailing work completed, upcoming work, design questions and summarizing responses from previous design questions.
- vii. 90% Review Meeting, Minutes Summary and Modifications
- viii. Preparation of Final Opinion of Probable Construction Cost

#### 2.4 Agency and Utility Submittals

- i. Texas Commission on Environmental Quality Submittals and Meetings as necessary.
  - a. Follow up revisions / design related to TCEQ or agency review comments as they relate to Plan Review submittal.
- ii. Electrical Service Provider.

#### TASK 3 – FINAL DESIGN SERVICES FOR PHASE II EXPANSION (IFAS TREATMENT TRAIN – 4 MGD EXPANSION)

- 3.1 TBWWTP IFAS Treatment Train (4 MGD IFAS basin, clarifier and associated pump stations and piping)
- 3.2 30% Drawings and Specifications - Engineer shall perform services for the 30% design review submittal of Contract Documents for the following:
  - i. IFAS Expansion (4 MGD)
    - a. Process and Mechanical Design
      - 1. IFAS design
      - 2. Air piping calculation and sizing
      - 3. Blower sizing
      - 4. Blower building layout
    - b. Structural



- c. Electrical
- ii. Clarifier Design
  - a. Civil and Mechanical Design
  - b. Structural
  - c. Electrical
- iii. Pump Station Design (RAS and WAS)
  - a. Civil and Mechanical Design
  - b. Structural
  - c. Electrical
- iv. Gravity Thickener
  - a. Civil and Mechanical Design
  - b. Structural
  - c. Electrical
- v. Interconnect Piping
- vi. Bi-Monthly (twice a month) Design Progress Reports detailing work completed, upcoming work, design questions and summarizing responses from previous design questions.
- vii. Prepare 30% OPC
- viii. 30% Review Meeting, Minutes Summary and Modifications

**3.3 60% Drawings and Specifications - Engineer shall perform services for the 60% design review submittal of Contract Documents for the following:**

- i. IFAS Expansion (4 MGD)
  - a. Process and Mechanical Design
    - 1. IFAS design
    - 2. Air piping calculation and sizing
    - 3. Blower sizing
    - 4. Blower building layout
  - b. Structural
  - c. Electrical
- ii. Clarifier Design
  - d. Civil and Mechanical Design
  - e. Structural
  - f. Electrical
- iii. Pump Station Design (RAS and WAS)
  - d. Civil and Mechanical Design

- e. Structural
  - f. Electrical
- iv. Gravity Thickener
  - d. Civil and Mechanical Design
  - e. Structural
  - f. Electrical
- v. Interconnect Piping
- vi. Bi-Monthly (twice a month) Design Progress Reports detailing work completed, upcoming work, design questions and summarizing responses from previous design questions.
- vii. Prepare 60% OPC
- viii. 60% Review Meeting, Minutes Summary and Modifications

3.4 90% Drawings and Specifications – KPA and its sub-consultants will perform services for the 90% design review submittal of Contract Documents consisting of conducting Review Meeting, Minutes Summary and Modifications to plans.

- i. IFAS Expansion (4 MGD)
  - a. Process and Mechanical Design
    - 1. IFAS design
    - 2. Air piping calculation and sizing
    - 3. Blower sizing
    - 4. Blower building layout
  - b. Structural
  - c. Electrical
- ii. Clarifier Design
  - a. Civil and Mechanical Design
  - b. Structural
  - c. Electrical
- iii. Pump Station Design (RAS and WAS)
  - a. Civil and Mechanical Design
  - b. Structural
  - c. Electrical
- iv. Gravity Thickener
  - a. Civil and Mechanical Design
  - b. Structural
  - c. Electrical
- v. Interconnect Piping

- vi. Bi-Monthly (twice a month) Design Progress Reports detailing work completed, upcoming work, design questions and summarizing responses from previous design questions.
- vii. 90% Review Meeting, Minutes Summary and Modifications
- viii. Preparation of Final Opinion of Probable Construction Cost

### 3.5 Agency and Utility Submittals

- i. Prepare and Submit Application for Major Amendment of TPDES Permit
- ii. Preparation of Final Design Report to include information from Preliminary Design.
- iii. Preparation of Summary Transmittal Letter
- iv. Texas Commission on Environmental Quality Submittals and Meetings as necessary.
  - a. Follow up revisions / design related to TCEQ or agency review comments as they relate to Plan Review Submittal.
- v. Electrical Service Provider.

## TASK 4 - BID PHASE SERVICES (For Phase I Design Project, Task 2)

### 4.1 TBWWTP Headworks & ORBAL Improvements

- a. Prepare the tabulation of bid items and quantities for insertion into Contract Documents and Bid Schedule/Forms.
- b. Solicit bidders for the project by sending e-mails and web links and calling prospective contractors.
- c. Provide necessary bid documents and bid solicitation information for the construction project.
- d. Distribute bid documents and maintain a record of bidders to whom documents have been issued.
- e. Coordinate, attend, and moderate pre-bid conference to be held onsite at TBWWTP.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the bidding documents.
- g. Attend bid opening, prepare bid tabulation sheets, and provide the following assistance to owner:
  - 1. Review bids for compliance with bid documents. Evaluate low bidder including workload, references and financial status and other information as required to support a recommendation of award.
  - 2. Submit a written recommendation to owner detailing the bids received and the evaluation of the recommended bidder and any other low bidders.
- h. Attend City Council Meeting at which construction contracts are awarded.
- i. Prepare conformed Contract Documents incorporating addenda for owner and contractor.



- j. Modify drawings to incorporate changes by addenda and assemble executed Contract Documents, Construction sets of Plans and Specifications.

Attachment B  
Cities of Temple and Belton  
Temple-Belton Wastewater Treatment Plant  
Phase I -- Headworks and Biological Treatment Improvements  
Proposed Engineering Charges  
September 2015

**BASIC SERVICES:**

|                             |           |                  |
|-----------------------------|-----------|------------------|
| Task 1 -- Basis of Design   | \$        | 244,200          |
| Task 2 -- Phase I Final     | \$        | 1,065,290        |
| Task 4 -- Phase I Bidding   | \$        | 32,065           |
| <b>Total Basic Services</b> | <b>\$</b> | <b>1,341,555</b> |

**Percent of Construction                      9.98%**

**ADDITIONAL SERVICES:**

|   |           |                |
|---|-----------|----------------|
| Task 3 -- <sup>(1)</sup> Phase II Final Design (IFAS) | \$        | 943,205        |
| <b>Total Special Services</b>                         | <b>\$</b> | <b>943,205</b> |

**Total \$       2,284,760**

<sup>(1)</sup>This scope and fee proposal includes preparation and submittal of the application for Major Amendment of the TPDES Permit. Please note that an uncontested permit application could require up to 15 months from submittal to final permit approval by TCEQ. The amended permit is required prior to beginning Phase II Construction and is the critical path for expansion.

**Attachment C**

**Charges for Additional Services**

**Temple-Belton Wastewater Treatment Plant**

**Phase I – New Headworks and Biological Treatment Improvements**

**September 2015**

| <b><u>POSITION</u></b>     | <b><u>MULTIPLIER</u></b> | <b><u>SALARY COST/RATES</u></b> |
|----------------------------|--------------------------|---------------------------------|
| Principal                  | 2.4                      | \$ 60.00 – 110.00/hour          |
| Project Manager            | 2.4                      | 50.00 – 70.00/hour              |
| Project Engineer           | 2.4                      | 42.00 – 50.00/hour              |
| Engineer-in-Training       | 2.4                      | 32.00 – 42.00/hour              |
| Engineering Technician     | 2.4                      | 22.00 – 40.00/hour              |
| CAD Technician             | 2.4                      | 18.00 – 40.00/hour              |
| Clerical                   | 2.4                      | 13.00 – 35.00/hour              |
| Expenses                   | 1.1                      | actual cost                     |
| Computer                   | 1.0                      | 15.00/hour                      |
| Survey Crew                | 1.1                      | 95.00 – 120.00/hour             |
| Registered Public Surveyor | 1.0                      | 110.00/hour                     |
| On-Site Representative     | 2.1                      | 30.00 – 45.00/hour              |



Attachment D-1  
 Cities of Temple and Belton  
 Temple-Belton Wastewater Treatment Plant  
 Phase I – Headworks and Electrical Modifications  
 Opinion of Probable Construction Cost  
 March 28, 2013

| Temple Belton Wastewater Treatment Plant -- Headworks & Electrical Modifications |          |   |      |        |                      |                 |                  |                 |            |              |                |
|--|----------|---|------|--------|----------------------|-----------------|------------------|-----------------|------------|--------------|----------------|
| Division   | Item No. | Description                             | Unit | Qty.   | Material Cost / Unit | Material Cost   | Labor Multiplier | Unit Labor Cost | Labor Cost | Subtotal     |                |
| Sitework   | 1        | Misc. Site Work                         | LS   | 1      | \$ 25,000            | \$ 25,000       | 100%             | \$ 25,000       | \$ 25,000  | \$ 50,000    |                |
|  | 2        | Excavation                              | CY   | 300    | \$ 5                 | \$ 1,500        | 100%             | \$ 5            | \$ 1,500   | \$ 3,000     |                |
|  | 3        | Special Fill                            | CY   | 150    | \$ 20                | \$ 3,000        | 100%             | \$ 20           | \$ 3,000   | \$ 6,000     |                |
|  | 4        | Backfill                                | LS   | 1      | \$ 3,000             | \$ 3,000        | 100%             | \$ 3,000        | \$ 3,000   | \$ 6,000     |                |
|  | 5        | Landscaping                             | LS   | 1      | \$ 25,000            | \$ 25,000       | 100%             | \$ 25,000       | \$ 25,000  | \$ 50,000    |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 57,500            | LABOR SUBTOTAL: |                  |                 | \$ 57,500  |              |                |
| SUBTOTAL SITEWORK:   |          |   |      |        |                      |                 |                  |                 |            | \$ 115,000   |                |
| Concrete   | 6        | Concrete (slab on grade)                | CY   | 50     | \$ 250               | \$ 12,500       | 60%              | \$ 150          | \$ 7,500   | \$ 20,000    |                |
|  | 7        | Concrete (elevated slab)                | CY   | 250    | \$ 250               | \$ 62,500       | 100%             | \$ 250          | \$ 62,500  | \$ 125,000   |                |
|  | 8        | Concrete (formed walls, channels, etc.) | CY   | 500    | \$ 250               | \$ 125,000      | 90%              | \$ 225          | \$ 112,500 | \$ 237,500   |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 200,000           | LABOR SUBTOTAL: |                  |                 | \$ 182,500 |              |                |
| SUBTOTAL CONCRETE:   |          |   |      |        |                      |                 |                  |                 |            | \$ 382,500   |                |
| Metals   | 9        | Misc. Metals/Handrails                  | LS   | 1      | \$ 150,000           | \$ 150,000      | 50%              | \$ 75,000       | \$ 75,000  | \$ 225,000   |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 150,000           | LABOR SUBTOTAL: |                  |                 | \$ 75,000  |              |                |
| SUBTOTAL METALS:   |          |   |      |        |                      |                 |                  |                 |            | \$ 225,000   |                |
| Finishes   | 10       | Epoxy Coating                           | SF   | 14,000 | \$ 12                | \$ 168,000      | 50%              | \$ 6            | \$ 84,000  | \$ 252,000   |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 168,000           | LABOR SUBTOTAL: |                  |                 | \$ 84,000  |              |                |
| SUBTOTAL FINISHES:   |          |   |      |        |                      |                 |                  |                 |            | \$ 252,000   |                |
| Specialties  | 11       | Rotary Drum Screens w/Conveyor          | EA   | 4      | \$ 260,000           | \$ 1,040,000    | 35%              | \$ 91,000       | \$ 364,000 | \$ 1,404,000 |                |
|  | 12       | Vortex Grit Removal Systems             | EA   | 4      | \$ 200,000           | \$ 800,000      | 50%              | \$ 100,000      | \$ 400,000 | \$ 1,200,000 |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 1,840,000         | LABOR SUBTOTAL: |                  |                 | \$ 764,000 |              |                |
| SUBTOTAL SPECIALTIES:  |          |   |      |        |                      |                 |                  |                 |            | \$ 2,604,000 |                |
| Mechanical   | 13       | 6" Dia. DI Pipe                         | LF   | 400    | \$ 60                | \$ 24,000       | 35%              | \$ 21           | \$ 8,400   | \$ 32,400    |                |
|  | 14       | 30" Dia. DI Pipe                        | LF   | 100    | \$ 170               | \$ 17,000       | 35%              | \$ 60           | \$ 5,950   | \$ 22,950    |                |
|  | 15       | 30" Plug Valve                          | EA   | 4      | \$ 15,000            | \$ 60,000       | 70%              | \$ 10,500       | \$ 42,000  | \$ 102,000   |                |
|  | 16       | Weir Gates 5' x 2.5'                    | EA   | 5      | \$ 9,000             | \$ 45,000       | 70%              | \$ 6,300        | \$ 31,500  | \$ 76,500    |                |
|  | 17       | Weir Gates 4' x 4'                      | EA   | 6      | \$ 7,000             | \$ 42,000       | 70%              | \$ 4,900        | \$ 29,400  | \$ 71,400    |                |
|  | 18       | Interconnect Piping                     | LS   | 1      | \$ 260,000           | \$ 260,000      | 35%              | \$ 91,000       | \$ 91,000  | \$ 351,000   |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 448,000           | LABOR SUBTOTAL: |                  |                 | \$ 208,250 |              |                |
| SUBTOTAL MECHANICAL:   |          |   |      |        |                      |                 |                  |                 |            | \$ 656,250   |                |
| Electrical   | 19       | Electrical & Controls                   | LS   | 1      | \$ 180,000           | \$ 180,000      | 70%              | \$ 126,000      | \$ 126,000 | \$ 306,000   |                |
|  | 20       | Service & Building / Mods               | LS   | 1      | \$ 500,000           | \$ 450,000      | 70%              | \$ 350,000      | \$ 350,000 | \$ 800,000   |                |
| MATERIAL SUBTOTAL:   |          |   |      |        | \$ 630,000           | LABOR SUBTOTAL: |                  |                 | \$ 476,000 |              |                |
| SUBTOTAL ELECTRICAL:   |          |   |      |        |                      |                 |                  |                 |            | \$ 1,106,000 |                |
| MATERIAL TOTAL:  |          |   |      |        | \$3,493,500.00       | LABOR TOTAL:    |                  |                 |            |              | \$1,847,250.00 |
| Subtotal:  |          |   |      |        |                      |                 |                  |                 |            | \$ 5,340,750 |                |
| Mobilization, Bonds & Insurance (5%):  |          |   |      |        |                      |                 |                  |                 |            | \$ 267,038   |                |
| Subtotal:  |          |   |      |        |                      |                 |                  |                 |            | \$ 5,607,788 |                |
| Contingency 15% @Preliminary Design:   |          |   |      |        |                      |                 |                  |                 |            | \$ 841,168   |                |
| Total Estimated Cost:  |          |   |      |        |                      |                 |                  |                 |            | \$ 6,448,956 |                |

Items 5, 18 and 20 (totaling \$1,381,150 including contingency) have been added to the TM4.2 OPC to account for interconnect piping and electrical modifications to the Orbal, including the addition of a generator.

Attachment D-2  
PHASE I

**TEMPLE BELTON WWTP EXPANSION AND UPGRADE  
PRELIMINARY CONSTRUCTION COST ESTIMATE**

|                |                      |                                 |
|----------------|----------------------|---------------------------------|
| Project:       | OBRAL System Upgrade | AECOM                           |
| AECOM Job No.: | 60340989             | 400 West 15th Street, Suite 600 |
| Date:          | 3/13/15              | Austin, Texas 78701             |
| Prepared By:   | Behnoush Yeganeh     | Phone: (512) 472-4519           |
| File Name:     | Preliminary          | Fax: (512) 472-7519             |

**Objective:**

Summarize the estimated construction costs for the Temple Belton WWTP Expansion Project.

| TEMPLE BELTON WWTP EXPANSION AND UPGRADE (Orbal-Bosman) |                          |              |              |
|---|--------------------------|--------------|--------------|
| Plant Area  | Material/ Complete Costs | Labor Cost   | Total        |
| Biological Reactors (See OPC D-2a)                      | \$ 2,287,200             | \$ 1,068,200 | \$ 3,355,400 |
| Process Air Blowers (See OPC D-2b)                      | \$ 1,456,800             | \$ 224,500   | \$ 1,681,300 |
| Clarifiers (See OPC D-2c)                               | \$ 223,800               | \$ 72,500    | \$ 296,300   |
| Subtotal:   |                          |              | \$ 5,333,000 |
| Contractor's Overhead & Profit (12%):                   |                          |              | \$ 640,000   |
| Bonds & Insurance (2%):                                 |                          |              | \$ 107,000   |
| Subtotal:   |                          |              | \$ 6,080,000 |
| Contingency 15% @ Preliminary:                          |                          |              | \$ 912,000   |
| Total Estimated Cost:                                   |                          |              | \$ 6,992,000 |

**TEMPLE BELTON WWTP EXPANSION AND UPGRADE  
PRELIMINARY CONSTRUCTION COST ESTIMATE**

Project: OBRAI System Upgrade  
AECOM Job No.: 60340989  
Date: 3/13/15  
Prepared By: Behnoush Yeganeh  
File Name: Preliminary

AECOM  
400 West 15th Street, Suite 600  
Austin, Texas 78701  
Phone: (512) 472-4519  
Fax: (512) 472-7519

**Objective:**  
Summarize the estimated construction costs for the Temple Belton WWTP Expansion Project.

| Temple Belton WWTP - Orbal Reactors (Bosman) |          |   |      |      |                                |               |                  |                 |              |              |              |
|--|----------|---|------|------|--------------------------------|---------------|------------------|-----------------|--------------|--------------|--------------|
| Division                                     | Item No. | Description   | Unit | Qty. | Unit Material Cost             | Material Cost | Labor Multiplier | Unit Labor Cost | Labor Cost   | Subtotal     |              |
| 3-Concrete                                   |          | Pressure inject Vertical Cracks in Exterior Wall      | LF   | 200  | \$ 75                          | \$ 15,000     | 0%               | \$ -            | \$ -         | \$ 15,000    |              |
|  |          | Blast/clean & place backer rods and sealant           | LS   | 1    | \$ 10,000                      | \$ 10,000     | 0%               | \$ -            | \$ -         | \$ 10,000    |              |
|  |          | Install stainless steel bracing, repair/seal walkway  | LS   | 1    | \$ 10,000                      | \$ 10,000     | 0%               | \$ -            | \$ -         | \$ 10,000    |              |
|  |          |   |      |      | MATERIAL SUBTOTAL:             | \$ 35,000     | LABOR SUBTOTAL:  |                 | \$ -         |              |              |
|  |          |   |      |      | SUBTOTAL CONCRETE (03000):     |               |                  |                 |              |              | \$ 35,000    |
| 9-Finishes                                   |          | Pipe Paint  | LS   | \$ 1 | \$ 10,000                      | \$ 10,000     | \$ 1             | \$ 10,000       | \$ 10,000    | \$ 20,000    |              |
|  |          |   |      |      |                                |               |                  |                 |              |              |              |
|  |          |   |      |      |                                |               |                  |                 |              |              |              |
|  |          |   |      |      | MATERIAL SUBTOTAL:             | \$ 10,000     | LABOR SUBTOTAL:  |                 | \$ 10,000    |              |              |
|  |          |   |      |      | SUBTOTAL FINISHES (09000):     |               |                  |                 |              |              | \$ 20,000    |
| 11-Equipment                                 |          | Aeration panels                                       | EA   | 797  | \$ 2,010                       | \$ 1,601,970  | 35%              | \$ 704          | \$ 560,890   | \$ 2,162,660 |              |
|  |          | Flow Meter for air measurement                        | EA   | 3    | \$ 10,000                      | \$ 30,000     | 35%              | \$ 3,500.00     | \$ 10,500.00 | \$ 40,500.00 |              |
|  |          | Replacement of malfunctioning rotary discs            | LS   | 1    | \$ 20,000                      | \$ 20,000     | 50%              | \$ 10,000.00    | \$ 10,000.00 | \$ 30,000.00 |              |
|  |          |   |      |      | MATERIAL SUBTOTAL:             | \$ 1,651,970  | LABOR SUBTOTAL:  |                 | \$ 581,190   |              |              |
|  |          |   |      |      | SUBTOTAL EQUIPMENT (11000):    |               |                  |                 |              |              | \$ 2,233,160 |
| 15-Mechanical                                |          | Air Piping - 55% Piping cost of Blower system in IFAS | LS   | 1    | \$ 523,726                     | \$ 523,726    |                  | \$ 476,996      | \$ 476,996   | \$ 1,000,722 |              |
|  |          |   |      |      |                                |               |                  |                 |              |              |              |
|  |          |   |      |      |                                |               |                  |                 |              |              |              |
|  |          |   |      |      | MATERIAL SUBTOTAL:             | \$ 523,726    | LABOR SUBTOTAL:  |                 | \$ 476,996   |              |              |
|  |          |   |      |      | SUBTOTAL MECHANICAL (15000):   |               |                  |                 |              |              | \$ 1,000,722 |
| 16-Electrical                                |          | Electrical Equipment and I/C at Orbal                 | LS   | 1    | \$ 66,500                      | \$ 66,500     | \$ -             | \$ -            | \$ -         | \$ 66,500    |              |
|  |          |   |      |      |                                |               |                  |                 |              |              |              |
|  |          |   |      |      |                                |               |                  |                 |              |              |              |
|  |          |   |      |      | MATERIAL SUBTOTAL:             | \$ 66,500     | LABOR SUBTOTAL:  |                 | \$ -         |              |              |
|  |          |   |      |      | SUBTOTAL ELECTRICAL (16000):   |               |                  |                 |              |              | \$ 66,500    |
|  |          |   |      |      | MATERIAL TOTAL:                | \$ 2,287,196  | LABOR TOTAL:     |                 | \$ 1,068,185 |              |              |
|  |          |   |      |      | TOTAL ORBAL BIOLOGICAL REACTOR |               |                  |                 |              |              | \$ 3,355,381 |

Att. D-2a



**Project:** OBRAL System Upgrade  
**AECOM Job No.:** 60340889  
**Date:** 3/13/15  
**Prepared By:** Bohnoosh Yeganeh  
**File Name:** Preliminary

**AECOM**  
400 West 15th Street, Suite 600  
Austin, Texas 78701  
Phone: (512) 472-4519  
Fax: (512) 472-7519

| Temple Belton WWTP - Blower Building (Bozman) |          |   |      |       |                    |                    |                  |                 |   |              |
|---|----------|---|------|-------|--------------------|--------------------|------------------|-----------------|---|--------------|
| Division                                      | Item No. | Description   | Unit | Qty.  | Unit Material Cost | Material Cost      | Labor Multiplier | Unit Labor Cost | Labor Cost  | Subtotal     |
| 3-Concrete                                    |          | Concrete - 65'x20'                                    | CY   | 61    | \$ 450             | \$ 27,500          | 0%               | \$ -            | \$ -  | \$ 27,500    |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 27,500        | LABOR SUBTOTAL: |   | \$ -         |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL CONCRETE (03000):                        | \$ 27,500    |
| 4-Masonry                                     |          | 12"CMU at Exterior wall                               | SF   | 1,720 | \$ 15.20           | \$ 26,144          | 35%              | \$ 5.32         | \$ 9,150  | \$ 35,294    |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 26,144        | LABOR SUBTOTAL: |   | \$ 9,150     |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL MASONRY (04000):                         | \$ 35,294    |
| 5-Metals                                      |          | Roof Steel Framing- 65'x20'                           | SF   | 1,100 | \$ 21              | \$ 23,529          | 50%              | \$ 10.69        | \$ 11,764   | \$ 35,293    |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 23,529        | LABOR SUBTOTAL: |   | \$ 11,764    |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL METALS (05000):                          | \$ 35,293    |
| 7-Thermal and Moisture Protection             |          | R-25 4" Polyiso at Roof Deck                          | SF   | 1,100 | \$ 4.90            | \$ 5,390           | 0%               | \$ -            | \$ -  | \$ 5,390     |
|   |          | Standing Seam Roof                                    | SF   | 1,100 | \$ 13.00           | \$ 14,300          | 0%               | \$ -            | \$ -  | \$ 14,300    |
|   |          | Alu/Vapor Barrier                                     | SF   | 1,100 | \$ 4.35            | \$ 4,785           | 0%               | \$ -            | \$ -  | \$ 4,785     |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 24,475        | LABOR SUBTOTAL: |   | \$ -         |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL THERMAL AND MOISTURE PROTECTION (07000): | \$ 24,475    |
| 8-Doors and Windows                           |          | Roll Up Door  | EA   | 1     | \$ 6,000           | \$ 6,000           | 100%             | \$ 6,000        | \$ 6,000  | \$ 12,000    |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 6,000         | LABOR SUBTOTAL: |   | \$ 6,000.00  |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL DOORS AND WINDOWS (08000):               | \$ 12,000    |
| 9-Finishes                                    |          | Motor Paint   | LS   | 1     | \$ 600             | \$ 600             | 100%             | \$ 600.00       | \$ 600.00   | \$ 1,200     |
|   |          | Acoustic Paint  | LS   | 1     | \$ 1,500           | \$ 1,500           | 100%             | \$ 1,500.00     | \$ 1,500.00                                       | \$ 3,000     |
|   |          | Pipe Paint  | LS   | 1     | \$ 10,000          | \$ 10,000          | 100%             | \$ 10,000.00    | \$ 10,000.00                                      | \$ 20,000    |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 12,100        | LABOR SUBTOTAL: |   | \$ 12,100.00 |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL FINISHES (09000):                        | \$ 24,200    |
| 11-Equipment                                  |          | Aeration Blower, 250 HP                               | EA   | 4     | \$ 85,000          | \$ 340,000         | 35%              | \$ 29,760       | \$ 119,060  | \$ 459,060   |
|   |          | Bridge Crane (Electric Hoist), 3 Tons                 | EA   | 1     | \$ 12,354          | \$ 12,354          | 70%              | \$ 8,648        | \$ 8,648  | \$ 21,002    |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 352,354       | LABOR SUBTOTAL: |   | \$ 127,848   |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL EQUIPMENT (11000):                       | \$ 480,602   |
| 15-Mechanical                                 |          | Air Piping - 55% Piping cost of Blower system in IFAS | LS   | 1     | \$ 111,368         | \$ 111,368         |                  | \$ 57,840       | \$ 57,840   | \$ 169,209   |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 111,368       | LABOR SUBTOTAL: |   | \$ 57,840    |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL MECHANICAL (15000):                      | \$ 169,209   |
| 18-Electrical                                 |          | Electrical & Control                                  | LS   | 1     | \$ 873,300         | \$ 873,300         |                  | \$ -            | \$ -  | \$ 873,300   |
|   |          |   |      |       |                    | MATERIAL SUBTOTAL: | \$ 873,300       | LABOR SUBTOTAL: |   | \$ -         |
|   |          |   |      |       |                    |                    |                  |                 | SUBTOTAL ELECTRICAL (18000):                      | \$ 873,300   |
|   |          |   |      |       |                    | MATERIAL TOTAL:    | \$ 1,456,770     | LABOR TOTAL:    |   | \$ 224,503   |
|   |          |   |      |       |                    |                    |                  |                 | TOTAL BLOWER BUILDING:                            | \$ 1,681,273 |

A-H. D-2b

**TEMPLE BELTON WWTP EXPANSION AND UPGRADE  
PRELIMINARY CONSTRUCTION COST ESTIMATE**

Project: **OBRA System Upgrade**  
AECOM Job No.: **60340989**  
Date: **3/2/15**  
Prepared By: **Behnouth Yeganeh**  
Design Stage: **Preliminary**

AECOM  
400 West 15th Street, Suite 600  
Austin, Texas 78701  
Phone: (512) 472-4519  
Fax: (512) 472-7519

**Objective:**

Summarize the estimated construction costs for the Temple Belton WWTP Expansion Project, to upgrade existing ORBAL system to treat 10 MGD of plant influent, based on VE recommendations.

| Temple Belton WWTP - Rehabilitation of Existing Clarifier No. 1 or 2 |          |  |      |       |                    |                               |                  |                 |   |            |
|--|----------|--|------|-------|--------------------|-------------------------------|------------------|-----------------|---|------------|
| Division   | Item No. | Description  | Unit | Qty.  | Unit Material Cost | Material Cost                 | Labor Multiplier | Unit Labor Cost | Labor Cost                              | Subtotal   |
| 3-Concrete   |          | Epoxy Coating- Existing Clarifier No.1 or 2                                | SF   | 3,523 | \$ 12              | \$ 42,270                     | 0%               | \$ -            | \$ -                                    | \$ 42,270  |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 42,270  |                  |                 | LABOR SUBTOTAL: \$ -                    |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL CONCRETE (03000): \$ 42,270    |            |
| 5-Metals   |          | Stairs, ladders, handrails   | LS   | 1     | \$ 10,000          | \$ 10,000                     | 50%              | \$ 5,000        | \$ 5,000                                | \$ 15,000  |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 10,000  |                  |                 | LABOR SUBTOTAL: \$ 5,000                |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL METALS (05000): \$ 15,000      |            |
| 9-Finishes   |          | Pipe coating   | LS   | 1     | \$ 10,000          | \$ 10,000                     | 100%             | \$ 10,000       | \$ 10,000                               | \$ 20,000  |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 10,000  |                  |                 | LABOR SUBTOTAL: \$ 10,000               |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL FINISHES (09000): \$ 20,000    |            |
| 10-Specialties   |          | Effluent trough, weirs, scum baffles, spray system                         | LS   | 1     | \$ 25,000          | \$ 25,000                     | 50%              | \$ 12,500       | \$ 12,500                               | \$ 37,500  |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 25,000  |                  |                 | LABOR SUBTOTAL: \$ 12,500               |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL SPECIALTIES (10000): \$ 37,500 |            |
| 11-Equipment   |          | Clarifiers, 65' Dia.   | Ea   | 1     | \$ 100,000         | \$ 100,000                    | 35%              | \$ 35,000       | \$ 35,000                               | \$ 135,000 |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 100,000 |                  |                 | LABOR SUBTOTAL: \$ 35,000               |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL EQUIPMENT (11000): \$ 135,000  |            |
| 15-Mechanical  |          | Additional Mechanical Items (fittings, piping, wall pipes, supports, etc.) | LS   | 1     | \$ 20,000          | \$ 20,000                     | 50%              | \$ 10,000       | \$ 10,000                               | \$ 30,000  |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 20,000  |                  |                 | LABOR SUBTOTAL: \$ 10,000               |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL MECHANICAL (15000): \$ 30,000  |            |
| 16-Electrical  |          | Electrical Equipment- 10% of Equipment                                     | LS   | 1     | \$ 16,500.00       | \$ 16,500                     | 0%               | \$ -            | \$ -                                    | \$ 16,500  |
|  |          |  |      |       |                    | \$ -                          | 0%               | \$ -            | \$ -                                    | \$ -       |
|  |          |  |      |       |                    | MATERIAL SUBTOTAL: \$ 16,500  |                  |                 | LABOR SUBTOTAL: \$ -                    |            |
|  |          |  |      |       |                    |                               |                  |                 | SUBTOTAL ELECTRICAL (16000): \$ 16,500  |            |
|  |          |  |      |       |                    |                               |                  |                 |   |            |
|  |          |  |      |       |                    | MATERIAL TOTAL: \$ 223,770.13 |                  |                 | LABOR TOTAL: \$ 72,500.00               |            |
|  |          |  |      |       |                    |                               |                  |                 | TOTAL CLARIFIERS: \$ 296,270            |            |

Att. D-2c

TEMPLE BELTON WWTP EXPANSION AND UPGRADE  
ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - COMPARISON

|                |                                 |                                 |
|----------------|---------------------------------|---------------------------------|
| Project:       | TBWWTP EXPANSION AND UPGRADE    | AECOM                           |
| AECOM Job No.: | 60340989                        | 400 West 15th Street, Suite 500 |
| Date:          | 4/8/2015                        | Austin, Texas 78701             |
| Prepared By:   | Behnouth Yeganeh                | Phone: (512) 472-4519           |
| File Name:     | TM 5 Phased IFAS_rev040115.xlsx | Fax: (512) 472-7519             |
| Design Stage:  | Preliminary Engineering         |                                 |

**Objective:**

Summarize the estimated comparative costs for the Temple Belton WWTP Expansion Project - Single IFAS Train 4 MGD

**Option 1: Without EQ basin**

| TEMPLE BELTON WWTP EXPANSION AND UPGRADE (IFAS)                   |               |            |       |           |
|---|---------------|------------|-------|-----------|
| Plant Area  | Material Cost | Labor Cost | Total |           |
| Biological Reactors   | \$ 2,250,000  | \$ 550,000 | \$    | 2,800,000 |
| Process Air Blowers   | \$ 540,000    | \$ 160,000 | \$    | 1,440,000 |
| Clarifier - 125' Diameter   | \$ 1,420,000  | \$ 220,000 | \$    | 1,640,000 |
| Additional Cost for a larger 140' Clarifier to eliminate EQ Basin | \$ 260,000    | \$ 30,000  | \$    | 290,000   |
| RAS/WAS Pump Station  |               |            | \$    | 500,000   |
| Orbal Repair  | \$ 55,000     | \$ 10,000  | \$    | 65,000    |
| Subtotal:   |               |            | \$    | 6,735,000 |
| Contractor's Overhead & Profit (12%):                             |               |            | \$    | 808,200   |
| Bonds & Insurance (2%):   |               |            | \$    | 134,700   |
| Subtotal:   |               |            | \$    | 7,677,900 |
| Contingency 15% (For comparison to VE Report review only)         |               |            | \$    | 1,151,685 |
| Total Estimated Cost:   |               |            | \$    | 8,830,000 |

**Option 2: With EQ basin**

| TEMPLE BELTON WWTP EXPANSION AND UPGRADE (IFAS)           |               |            |       |           |
|---|---------------|------------|-------|-----------|
| Plant Area  | Material Cost | Labor Cost | Total |           |
| Biological Reactors                                       | \$ 2,250,000  | \$ 550,000 | \$    | 2,800,000 |
| Process Air Blowers                                       | \$ 540,000    | \$ 160,000 | \$    | 1,440,000 |
| Clarifier - 125' Diameter                                 | \$ 1,420,000  | \$ 220,000 | \$    | 1,640,000 |
| RAS/WAS Pump Station                                      |               |            | \$    | 500,000   |
| Orbal Repair  | \$ 55,000     | \$ 10,000  | \$    | 65,000    |
| Subtotal:   |               |            | \$    | 6,445,000 |
| Contractor's Overhead & Profit (12%):                     |               |            | \$    | 773,400   |
| Bonds & Insurance (2%):                                   |               |            | \$    | 128,900   |
| Subtotal:   |               |            | \$    | 7,347,300 |
| Contingency 15% (For comparison to VE Report review only) |               |            | \$    | 1,102,095 |
| Total Estimated Cost:                                     |               |            | \$    | 8,450,000 |

**Notes:**

- 1) Electrical cost is increased from PER based on Electrical Engineer's estimate prepared for review of VE report recommendations.
- 2) Includes cost of enclosed CMU blower building (outdoor/shed roof blower facility was assumed in PER).
- 3) Estimated cost of Flow Equalization basin is not included (approximately \$500,000 excluding OHP, Bonds/Insurance and Contingency).
- 4) Estimated cost of upsizing UV and Filters for eliminating Flow Eq. Basins is not included (Estimated \$1,000,000 to \$1,500,000).
- 5) Use of 15% contingency is for comparison to VE report only. Contingency of 30% should be used for budget purposes at preliminary level.



Attachment E  
Cities of Temple and Belton  
Temple-Belton Wastewater Treatment Plant  
Phase I -- Headworks and Biological Treatment Improvements  
Proposed Schedule  
September 2015

| 2015            |     |     | 2016                  |     |     |     |     |     |     |     |     | 2017              |     |     |                      |     |     |     |     |     |     |     |     | 2018 |     |     |     |     |     |     |
|-----------------|-----|-----|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-------------------|-----|-----|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|
| Oct             | Nov | Dec | Jan                   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct               | Nov | Dec | Jan                  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct  | Nov | Dec | Jan | Feb | Mar | Apr |
| Basis of Design |     |     |                       |     |     |     |     |     |     |     |     |                   |     |     |                      |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |
|                 |     |     | Phase I Final Design  |     |     |     |     |     |     |     |     |                   |     |     |                      |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |
|                 |     |     | Phase II Final Design |     |     |     |     |     |     |     |     |                   |     |     |                      |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |
|                 |     |     |                       |     |     |     |     |     |     |     |     | Phase Bid / Award |     |     |                      |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |
|                 |     |     |                       |     |     |     |     |     |     |     |     |                   |     |     | Phase I Construction |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |



# KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS

Texas Firm F-510

Temple

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

RICK N. KASBERG, P.E.

R. DAVID PATRICK, P.E., CFM

THOMAS D. VALLE, P.E.

GINGER R. TOLBERT, P.E.

ALVIN R. HRAE SUTTON, III, P.E., CFM

Georgetown

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

June 3, 2016

Mrs. Angelia Points, P.E.

City Engineer

P.O. Box 120

Belton, Texas 76513

Mr. James Billeck, P.E.

Project Engineer

3210 E. Avenue H, Building A

Temple, Texas 76501

Re: Cities of Temple and Belton

Temple-Belton Wastewater Treatment Plant

Supplemental Agreement to Phase I including addition of Phase II Improvements

Dear Mrs. Points and Mr. Billeck:

The Cities of Temple and Belton entered into a contract with KPA in the Fall of 2015 for the design of Phase I Improvements to the Temple-Belton Wastewater Treatment Plant (TBWWTP). Phase I Improvements originally consisted of constructing a new headworks facility and expansion of the biological treatment capacity of the ORBAL biological reactor to allow it to effectively treat 10 MGD of influent at the increased loading rates experienced at the plant. The existing TBWWTP discharge permit allows design and peak flows of 10 MGD and 30 MGD, respectively. The Phase I Improvements did not impact the rated capacities of the TBWWTP. During the Basis of Design process of the Phase I Improvements, changing flow conditions and discussions concerning additional costs to the ORBAL improvements led to the decision to proceed with the Phase II improvements on an expedited timeline. The Phase II Improvements include the necessary improvements to provide additional biological capacity (outside of the ORBAL) and essentially remove the need for the ORBAL Improvements in Phase I.

This letter is in response to the Cities' request for a proposal to perform civil, mechanical, process, electrical, instrumentation and controls, structural and geotechnical engineering services required for the construction of a new 6 MGD IFAS treatment expansion at the Temple-Belton Wastewater Treatment Plant including the applicable downstream processes (referred to as Phase II of the TBWWTP Improvements). Additionally, this proposal includes the necessary modifications to the existing contract to accurately reflect the changes in scope described herein.

The inclusion of the 6 MGD IFAS treatment process, in conjunction with the original recommendation to de-rate the ORBAL biological reactor (TBWWTP Preliminary Engineering Report) to 6 MGD will allow the TBWWTP Design Flow to be expanded from 10 to 12 MGD. The construction of the new Headworks and Flow Equalization will allow the rated Peak Capacity to be increased from 30 MGD to approximately 43.5 MGD. The flow equalization will allow the process units downstream of the Headworks to be sized for approximately 36 MGD.

The Scope of Services approved in Fall 2015 consisted of three separate task items, labeled as Task 1 (Basis of Design), Task 2 (Phase I Final Design Services) and Task 4 (Phase I Bidding Services). Task 3 (Phase II Final Design Services) was included in the original proposal letter, but was not in the approved Contract. This Supplemental Agreement proposal includes the necessary professional

services required to perform the following tasks which are further detailed in Attachment A, Task Identification. The general modifications to each of the Task Items is noted below:

1. Task 1 – Basis of Design – Hydraulic Analysis, Orbal Aeration, Phosphorus Removal and Geotechnical
  - a. Addition of Item 1.5 detailing additional analyses and/or investigations requested by City Staff.
2. Task 2 – Phase I Final Design (Headworks, Odor Control and Address Orbal Capacity):
  - a. Deletion of Items 2.1.iii, 2.1.iv, 2.2.iii, 2.2.iv, 2.3.iii and 2.3.iv related to the final design of ORBAL aeration and Rehabilitation of Clarifiers No. 1 and No. 2. The inclusion of the entirety of Task 3 allows these items to be removed from the Scope.
  - b. Addition of new Items 2.1.iii, 2.2.iii, and 2.3.iii related to the final design of Flow Equalization Improvements.
3. Task 3 – Phase II Final Design (6 MGD IFAS, BEPR, Filters, UV & Outfall)
  - a. Addition of Items 3.1 and 3.4 detailing the final design and agency/utility submittals (including major permit amendment) to allow construction of Phase II Improvements, including:
    - i. 6 MGD IFAS biological treatment
    - ii. Clarifier
    - iii. RAS & WAS pump stations.
    - iv. Biological Enhanced Phosphorus Removal including MLSS recycle pumps and piping.
    - v. Gravity Thickener
    - vi. Cloth Media Disk Filters
    - vii. UV Disinfection
    - viii. Flow Measurement
    - ix. Cascade Aeration
    - x. Outfall (analysis)
    - xi. Chemical Storage Facility and Feed Systems for Phosphorus removal
    - xii. Interconnect piping
    - xiii. Site work and improvements
    - xiv. Electrical, and
    - xv. Structural
4. Task 4 – Phase I Bid Services – No modifications
5. Task 5 – Phase II Bid Services – addition of Task Item to perform separate bidding services on Phase II Improvements.

This proposal does not include any services related to construction administration, on-site representation, warranty services or O&M manual preparation for either Phase I or Phase II Improvements. A separate proposal will be provided for these services at a later date.



In order for us to provide the engineering services required for completion of this project, as noted in this proposal and further described in the referenced *Temple-Belton Wastewater Treatment Plant Expansion Preliminary Engineering Report*, the lump sum fees shown below and summarized on Attachment B - Proposed Engineering Charges will be applicable. These services will be provided during the final design and bid phases of the project and are in addition to the fees approved for the original contract.

Fee Summary for Supplemental Agreement No. 1

|                              |                                     |                 |
|------------------------------|-------------------------------------|-----------------|
| <sup>(1)</sup> Task 1        | Basis of Design/Additional Services | \$ 50,358.00    |
| <sup>(2)</sup> Task 2        | Final Design Phase I Improvements   | \$ (132,745.00) |
| <sup>(3)</sup> Task 3        | Final Design Phase II Improvements  | \$ 2,086,947.00 |
| Task 4                       | Phase I Bid Services                | \$ -            |
| Task 5                       | Phase II Bid Services               | \$ 32,550.00    |
| Total Supplemental Agreement |                                     | \$ 2,037,110.00 |

<sup>(1)</sup>Task 1 includes additional sampling, geotechnical and additional investigations/analysis.

<sup>(2)</sup>Task 2 includes deduction for removal of ORBAL and Clarifier Improvements and addition for design of Equalization Basin Improvements.

<sup>(3)</sup>Task 3 includes final design services and the major discharge permit amendment.

These services are based on the scope and timeline included in this proposal. Attachment C outlines the rates which would be used to charge for special or additional services authorized beyond the scope described herein. Likewise, reductions in scope will utilize the rates in Attachment C to determine associated reductions in fee.

**Opinion of Probable Construction Costs**

**Phase I**

|                      |                     |
|----------------------|---------------------|
| Headworks            | \$ 6,360,000        |
| Orbal Modifications  | \$ 930,000          |
| <b>Phase I Total</b> | <b>\$ 7,290,000</b> |

**Phase II**

|                                   |                      |
|-----------------------------------|----------------------|
| 6 MGD IFAS Treatment Train        | \$ 12,925,000        |
| Disc Filters                      | \$ 7,085,000         |
| UV Disinfection                   | \$ 4,130,000         |
| Post Aeration/Plant Water/Outfall | \$ 1,460,000         |
| Yard Piping/Site Work/Electrical  | \$ 3,460,000         |
| <b>Phase II Total</b>             | <b>\$ 29,060,000</b> |

**Total (Phases I & II) Preliminary OPC = \$ 36,350,000**

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

June 3, 2016

Page Four

The following schedule details each component of this proposal:

- Basis of Design = Original Scope is complete. Additional scope to be completed within 60 days.
- Final Design Phase I (Task 2) = No change in contract time. Final plans and specifications will be completed prior to November 1, 2016.
- Final Design Phase II (Task 3) = 12 Months. Please note that an uncontested major amendment to the discharge permit could require up to 15 months from submittal to final permit approval by TCEQ. **The amended permit is required prior to beginning Phase II Construction and is the critical path for expansion of the treatment process.**
- Bidding & Construction Award = 3-4 Months
- Construction Phase I Improvements = 10 - 14 Months
- Construction Phase II Improvements = 15 - 18 Months

We appreciate the opportunity to submit this proposal and are available to discuss it in more detail at your convenience.

Sincerely,



Thomas D. Valle, P.E.

TDV, RNK/

*TBWWTP Supplemental Agreement Proposal*

**ATTACHMENT A**  
**Cities of Temple and Belton**  
**Temple-Belton Wastewater Treatment Plant Phase I**  
**Supplemental Amendment 1**

**TASK IDENTIFICATION**  
**For**  
**ENGINEERING SERVICES**

**May 2016**

**TASK 1 - PRELIMINARY ENGINEERING AND INVESTIGATIONS:**

**1.5 Additional Preliminary Engineering treatment process evaluations and deliverables:**

- i. Prepare secondary treatment alternatives review summary and biological treatment process alternatives evaluation table comparing IFAS vs. other potential treatment processes (requested by City of Temple at November 2015 Kickoff meeting and furnished at December 2015 progress meeting).
- ii. Prepare expanded process comparison table comparing IFAS vs. CMAS with and without MLE (requested by City of Temple at December 2015 progress meeting and furnished at January 2016 progress meeting).
- iii. Sealed treatment process recommendation letter (provided January 26, 2016)
- iv. Assistance in correcting total phosphorus sampling procedures and review of additional ORBAL BOD/NH<sub>3</sub>/PO<sub>4</sub> data collected by BRA.
- v. Develop updated preliminary engineering construction cost estimates for 4 MGD vs. 6 MGD IFAS expansion phases including flow equalization and BEPR, based on de-rating the ORBAL to 6 MGD capacity in lieu of supplemental aeration for 10 MGD.
- vi. Evaluate use of IFAS (recommended treatment process for expansion of the TBWWTP) versus use of alternative "Biowheel" RBC/AS process.
- vii. Direct costs associated with laboratory analysis of additional sampling.
- viii. Geotechnical field work and report associated with Phase II Improvements.

**TASK 2 - FINAL DESIGN PHASE SERVICES FOR HEADWORKS AND ODOR CONTROL SYSTEM INCLUDING FLOW EQUALIZATION BASINS (Estimated Duration 8 months):**

- 2.1 30% Drawings and Specifications –Final design phase engineering services for the 30% design review submittal.**
- iii Flow Equalization Basins (conversion of existing aerobic digester basins only), Including Mixing/Return Flow Pump Station
    - a. Civil and Mechanical Design: perform 30% process/mechanical design.
    - b. Structural: perform 30% structural design of modifications required to existing aerobic digester basins including proposed return flow pump station.
    - c. Electrical: perform 30% structural design of electrical improvements for flow equalization.



~~iii. Orbal Aeration (Design to Restore to 10 MGD Capacity at 23,000 lbs/day Influent BOD<sub>5</sub>).~~

- ~~a. Process and Mechanical Design: perform 30% process/mechanical design of the Orbal aeration systems and prepare 30% design submittal. This task includes the following components:
  - 1. Air piping calculation and sizing, layout inside Orbal Basin
  - 2. Blower sizing and coordination with manufacturer
  - 3. Blower building layout and air piping layout inside blower building~~
- ~~b. Structural Design: perform 30% structural design of the Orbal aeration systems and prepare 30% design submittal.~~
- ~~c. Electrical~~

~~iv. Rehabilitation of Clarifiers No. 1 and 2~~

- ~~a. Process and Mechanical Design:~~
- ~~b. Electrical:~~
- ~~c. Miscellaneous Structural Modifications/Repairs:~~

2.2 60% Drawings and Specifications - perform final design phase engineering services for the 60% design review submittal.

iii. Flow Equalization Basins (conversion of existing aerobic digester basins only), Including Mixing/Return Flow Pump Station

- a. Civil and Mechanical Design: perform 60% process/mechanical design.
- b. Structural: perform 60% structural design of modifications required to existing aerobic digester basins including proposed return flow pump station.
- c. Electrical: perform 60% flow equalization system electrical improvements.

~~iii. Orbal Aeration (10 MGD Capacity).~~

- ~~a. Process and Mechanical Design: perform 60% process/mechanical design of the Orbal aeration systems and prepare 60% design submittal. This task includes the following components:
  - 1. Air piping layout and sections inside Orbal Basin
  - 2. Blower system 60% design
  - 3. Blower building layout and air piping layout and sections inside blower building~~
- ~~b. Structural Design: perform 60% structural design of the Orbal aeration systems and prepare 60% design submittal.~~
- ~~c. Electrical:~~

~~iv. Rehabilitation of Clarifiers No. 1 and 2~~

- ~~a. Process and Mechanical Design:~~
- ~~b. Electrical:~~
- ~~c. Miscellaneous Structural Modifications/Repairs:~~

2.3 90% Drawings and Specifications –perform services for the 90% design review submittal of Contract Documents consisting of conducting Review Meeting, Minutes Summary and Modifications to plans.

- iii. Flow Equalization Basins (conversion of existing aerobic digester basins only), Including Mixing/Return Flow Pump Station
  - a. Civil and Mechanical Design: perform 90% process/mechanical design.
  - b. Structural: perform 90% structural design of modifications required to existing aerobic digester basins including proposed return flow pump station.
  - c. Electrical: perform 90% flow equalization system electrical improvements.

- ~~iii. Orbal Aeration (Design to Restore to 10 MGD Capacity at  $\approx$  23,000 lbs/day Influent BOD<sub>5</sub>).~~
  - ~~a. Process and Mechanical Design: perform 90% process/mechanical design of the Orbal aeration systems and prepare 90% design submittal.~~
    - ~~1. Air piping layout and sections inside Orbal Basin~~
    - ~~2. Blower system 90% design~~
    - ~~3. Blower building layout and air piping layout and sections inside blower building~~
  - ~~b. Structural Design: perform 90% structural design of the Orbal aeration systems and prepare 90% design submittal.~~
  - ~~c. Electrical:~~

~~iv. Rehabilitation of Clarifiers No. 1 and 2~~

- ~~a. Process and Mechanical Design:~~
- ~~b. Electrical:~~
- ~~c. Miscellaneous Structural Modifications/Repairs:~~

TASK 3 – Final Design Services related to IFAS Treatment Train Expansion - (Estimated Duration 8 months):

- 3.1 Provide final design phase engineering service for the proposed TBWWTP IFAS Treatment Train (6 MGD BEPR basins and MLSS Recycle pump stations and piping, IFAS basins, clarifier and associated RAS, WAS pump stations and piping, cloth media disc filters, UV disinfection, flow measurement, cascade aeration, and outfall):
- 3.2 30% Drawings and Specifications - 30% Drawings and Specifications –perform final design phase engineering services for the 30% design review submittal.
  - i. BEPR and IFAS Biological Reactors and System Design (6 MGD)
    - a. Process and Mechanical Design: perform 30% process/mechanical design of proposed BEPR/IFAS treatment system and biological reactors, and prepare 30% design submittal.
      - 1. IFAS design
      - 2. Air piping calculation and sizing



3. Blower sizing
  4. Blower building layout
  5. BEPR design and MLSS Recycle Pumps sizing, layout, and piping
  - b. Structural: perform 30% structural engineering design of proposed BEPR Reactors including MLSS recycle pump facilities, and IFAS treatment system biological reactors and prepare 30% design submittal.
  - c. Electrical: perform 30% electrical design of proposed improvements.
- ii. Clarifier Design
    - a. Civil and Mechanical Design: perform 30% civil and process/mechanical design of proposed IFAS treatment system clarifiers and yard piping. This task includes initial pre-design consultation to confirm design concepts.
    - b. Structural: perform 30% structural engineering design of proposed IFAS treatment system clarifiers and prepare 30% design submittal.
    - c. Electrical: perform 30% electrical design of proposed improvements.
  - iii. Pump Station Design (RAS and WAS)
    - a. Civil and Mechanical Design: perform 30% civil and mechanical design of proposed IFAS treatment system RAS and WAS pump station, and prepare 30% design submittal.
    - b. Structural: perform 30% structural engineering design of proposed IFAS treatment system RAS and WAS pump station and prepare 30% design submittal.
    - c. Electrical: perform 30% electrical design of proposed improvements.
  - iv. Gravity Thickener
    - a. Civil and Mechanical Design: perform 30% civil and process/mechanical design of proposed gravity thickener improvements and yard piping.
    - b. Structural: perform 30% structural engineering design of proposed gravity thickener improvements and prepare 30% design submittal.
    - c. Electrical: perform 30% electrical design of proposed improvements.
  - v. Interconnect Piping
    - a. Civil Design: perform 30% design of interconnect piping. This task includes initial pre-design consultation to confirm design concepts.
  - vi. Conduct progress meetings and a 30% Review Meeting during the 30% design phase, prepare meeting minutes and comments summary, and prepare modifications of the 30% submittal to address review comments.
  - vii. Cloth Media Disk Filters
    - a. Civil and Mechanical Design: perform 30% civil and mechanical design of proposed cloth media disk filters, and will prepare 30% design submittal.
    - b. Structural: perform 30% structural engineering design of proposed cloth media disk filters, and prepare 30% design submittal..



- c. Electrical: perform 30% electrical design of proposed improvements.
- viii. UV Disinfection, Flow Measurement, Cascade Aeration and Outfall
  - a. Civil and Mechanical Design: perform 30% civil and mechanical design of proposed UV disinfection, flow measurement, cascade aeration and outfall. This task includes initial pre-design consultation to confirm design concepts.
  - b. Structural: perform 30% structural engineering design of proposed UV disinfection, flow measurement, cascade aeration and outfall, and prepare 30% design submittal.
  - c. Electrical: perform 30% electrical design of proposed improvements.
- ix. Chemical Storage Facility and Feed Systems for Phosphorus Removal
  - a. Civil and Mechanical Design: perform 30% civil and mechanical design of proposed chemical storage facility and feed systems, and will prepare 30% design submittal.
  - b. Structural: perform 30% structural engineering design of proposed chemical storage and feed facilities, and prepare 30% design submittal.
  - c. Electrical: perform 30% electrical design of proposed improvements.

3.3 60% Drawings and Specifications - Engineer shall perform services for the 60% design review submittal of Contract Documents for the following:

- i. **BEPR and IFAS Biological Reactors and System Design (6 MGD)**
  - a. Process and Mechanical Design: perform 60% process/mechanical design of proposed BEPR/IFAS treatment system and biological reactors, and prepare 60% design submittal.
    - 1. BEPR and IFAS design
    - 2. Air piping calculation and sizing
    - 3. Blower sizing
    - 4. Blower building layout
    - 5. MLSS Recycle Pumps sizing, layout, and piping
  - b. Structural: 60% submittal.
  - c. Electrical: 60% submittal.
- ii. Clarifier Design
  - a. Civil and Mechanical Design: perform 60% civil and process/mechanical design of proposed IFAS treatment system clarifiers and yard piping. This task includes initial pre-design consultation to confirm design concepts.
  - b. Structural: 60% submittal.
  - c. Electrical: 60% submittal.

- iii. Pump Station Design (RAS and WAS)
  - a. Civil and Mechanical Design: perform 60% civil and mechanical design of proposed IFAS treatment system RAS and WAS pump station, and prepare 60% design submittal.
  - b. Structural: 60% submittal.
  - c. Electrical: 60% submittal.
- iv. Gravity Thickener
  - a. Civil and Mechanical Design: perform 60% civil and process/mechanical design of proposed gravity thickener improvements and yard piping. This task includes initial pre-design consultation to confirm design concepts.
  - b. Structural: 60% submittal.
  - c. Electrical: 60% submittal.
- v. Interconnect Piping
  - a. Civil Design: perform 60% design. This task includes initial pre-design consultation to confirm design concepts.
- vi. Conduct progress meetings and a 60% Review Meeting during the 60% design phase, prepare meeting minutes and comments summary, and prepare modifications of the 60% submittal to address review comments.
- vii. Cloth Media Disk Filters
  - a. Civil and Mechanical Design: perform 60% civil and mechanical design of proposed cloth media disk filters, and will prepare 60% design submittal.
  - b. Structural: 60% submittal.
  - c. Electrical: 60% submittal.
- viii. UV Disinfection, Flow Measurement, Cascade Aeration and Outfall
  - a. Civil and Mechanical Design: perform 60% civil and mechanical design of proposed UV disinfection, flow measurement, cascade aeration and outfall. This task includes initial pre-design consultation to confirm design concepts.
  - b. Structural: 60% submittal.
  - a. Electrical: 60% submittal. Civil and Mechanical Design: perform 60% civil and mechanical design of proposed chemical storage facility and feed systems, and will prepare 60% design submittal.
  - b. Structural: 60% submittal.
  - c. Electrical: 60% submittal.
- x. Chemical Storage Facility and Feed Systems for Phosphorus Removal
  - a. Civil and Mechanical Design: perform 30% civil and mechanical design of proposed chemical storage facility and feed systems, and will prepare 30% design submittal.



- b. Structural: perform 30% structural engineering design of proposed chemical storage and feed facilities, and prepare 30% design submittal.
    - c. Electrical: perform 30% electrical design of proposed improvements.
- 3.4 90% Drawings and Specifications – KPA and its sub-consultants will perform services for the 90% design review submittal of Contract Documents consisting of conducting Review Meeting, Minutes Summary and Modifications to plans.
  - i. **BEPR and IFAS Biological Reactors and System Design (6 MGD)**
    - a. Process and Mechanical Design: perform 90% process/mechanical design of proposed **BEPR/IFAS** treatment system and biological reactors, and prepare 90% design submittal.
      - 1. **BEPR and IFAS** design
      - 2. Air piping calculation and sizing
      - 3. Blower sizing
      - 4. Blower building layout
      - 5. **MLSS Recycle Pumps** sizing, layout, and piping
    - b. Structural: 90% submittal.
    - c. Electrical: 90% submittal.
  - ii. Clarifier Design
    - a. Civil and Mechanical Design: perform 90% civil and process/mechanical design of proposed IFAS treatment system clarifiers and yard piping. This task includes initial pre-design consultation to confirm design concepts.
    - b. Structural: 90% submittal.
    - c. Electrical: 90% submittal.
  - iii. Pump Station Design (RAS and WAS)
    - a. Civil and Mechanical Design: perform 90% civil and mechanical design of proposed IFAS treatment system RAS and WAS pump station, and prepare 90% design submittal.
    - b. Structural: 90% submittal.
    - c. Electrical: 90% submittal.
  - iv. Gravity Thickener
    - a. Civil and Mechanical Design: perform 90% civil and process/mechanical design of proposed gravity thickener improvements and yard piping. This task includes initial pre-design consultation to confirm design concepts.
    - b. Structural: 90% submittal.
    - c. Electrical: 90% submittal.
  - v. Interconnect Piping
    - a. Civil Design: perform 90% design. This task includes initial pre-design consultation to confirm design concepts.



- vi. Conduct progress meetings and a 90% Review Meeting during the 90% design phase, prepare meeting minutes and comments summary, and prepare modifications of the 90% submittal to address review comments.
- vii. **Cloth Media Disk Filters**
  - a. **Civil and Mechanical Design:** perform 90% civil and mechanical design of proposed cloth media disk filters, and will prepare 90% design submittal.
  - b. **Structural:** 90% submittal.
  - c. **Electrical:** 90% submittal.
- viii. **UV Disinfection, Flow Measurement, Cascade Aeration and Outfall**
  - a. **Civil and Mechanical Design:** perform 90% civil and mechanical design of proposed UV disinfection, flow measurement, cascade aeration and outfall. This task includes initial pre-design consultation to confirm design concepts.
  - b. **Structural:** 90% submittal.
  - c. **Electrical:** 90% submittal. **Civil and Mechanical Design:** perform 90% civil and mechanical design of proposed chemical storage facility and feed systems, and will prepare 90% design submittal.
  - d. **Structural:** 90% submittal.
  - e. **Electrical:** 90% submittal.
- xi. **Chemical Storage Facility and Feed Systems for Phosphorus Removal**
  - a. **Civil and Mechanical Design:** perform 30% civil and mechanical design of proposed chemical storage facility and feed systems, and will prepare 30% design submittal.
  - b. **Structural:** perform 30% structural engineering design of proposed chemical storage and feed facilities, and prepare 30% design submittal.
  - c. **Electrical:** perform 30% electrical design of proposed improvements.

### 3.5 Agency and Utility Submittals

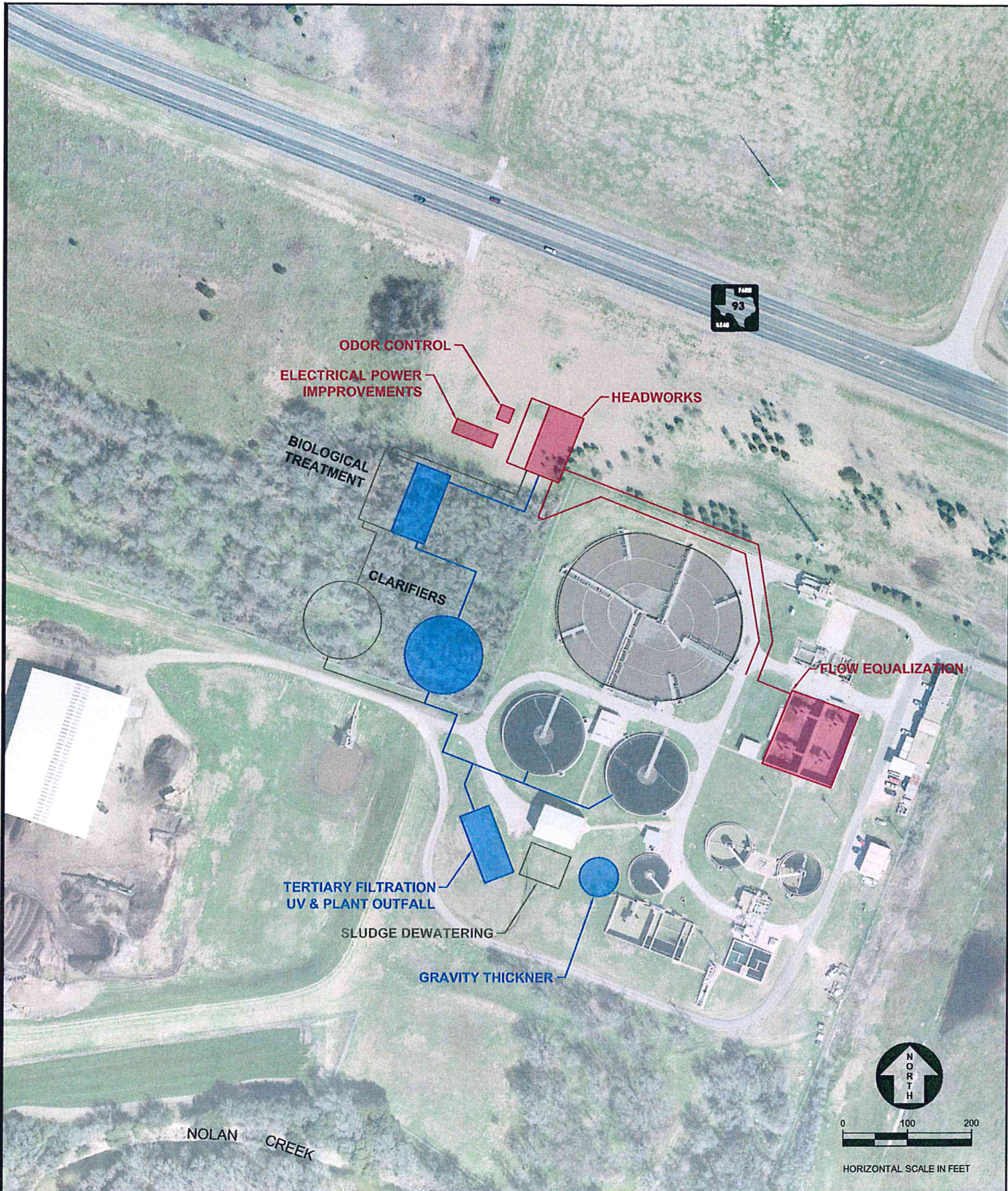
- i. Texas Commission on Environmental Quality Submittals and Meetings as necessary.
  - a. **Preparation and submittal of TPDES permit application for Major Amendment.**
  - b. Preparation of Final Design Report
  - c. Preparation of Summary Transmittal Letter
  - d. Follow up revisions / design related to TCEQ or agency review comments.

**TASK 4 - BID PHASE SERVICES - Bid Phase Services for the Phase I improvements selected by the Cities (Estimated Duration 4 months):** (no changes to original scope)

**TASK 5 – BID PHASE SERVICES – Bid Phase Services for Phase II Improvements.**



P:\Temple\2011\2011-132 (TBRSS)\CAD\2015\Construction Phasing-6-3-16.dwg - CP PH I



**PHASE I**  
**PHASE II**  
**FUTURE EXPANSION**

|  |                     |
|--|---------------------|
| <b>CITIES OF BELTON &amp; TEMPLE, TEXAS</b>  |                     |
| <b>CONSTRUCTION PHASING</b>  |                     |
|  <b>KASBERG, PATRICK &amp; ASSOCIATES, LP</b><br>CONSULTING ENGINEERS<br>TEMPLE, TEXAS 76701<br>Firm Registration No. F-510 |                     |
| <b>JUNE 2016</b>   | <b>PHASING PLAN</b> |



# Staff Report – City Council Agenda Item



## Agenda Item #15

First Reading – Set Public Hearing - Consider ordinances granting a one year extension with two additional one-year automatic extensions, unless rescinded by City, of a franchise to operate and maintain a non-emergency ambulance transfer service within the public streets and highways of the City of Belton:

- A. Acadian EMS
- B. Scott & White EMS
- C. Serenity EMS, LLC, dba Ameristat Ambulance

### Originating Department

Fire Department - Bruce Pritchard, Fire Chief

### Summary Information

Currently, there are four non-emergency ambulance services operating in our City with a franchise agreement. They are Skyline EMS, Acadian EMS, Scott & White EMS and Serenity EMS. To simplify the management of these franchises, Staff requested all agencies renew their franchise agreements at the same time. Additionally, we have extended the term of the agreements from one year to one year with two automatic one-year extensions unless the City rescinds the franchise. Skyline and Serenity EMS have not made runs in Temple in the past year; however, Serenity has requested another franchise in order to keep the option available to them. Skyline did not return our multiple calls regarding renewal.

### Fiscal Impact

5% franchise fee on gross billings will be required for all calls by the applicant.

Budgeted: ☐ Yes ☒ No

Funding Source(s): EMS Franchises

### Recommendation

Recommend approval of franchise agreements on first reading and set public hearings with Acadian EMS, Scott & White EMS and Serenity EMS, for non-emergency transfers in our city, with a 5% fee of all billed transports.

### Attachments

Proposed Franchise Ordinances



## **ORDINANCE NO. 2016-19**

### **AN ORDINANCE GRANTING A FRANCHISE TO ACADIAN EMS TO OPERATE AND MAINTAIN A NON-EMERGENCY AMBULANCE TRANSFER SERVICE WITHIN THE PUBLIC STREETS AND HIGHWAYS OF CITY OF BELTON.**

---

**WHEREAS**, Acadian EMS, (the "Company"), operates a non-emergency ambulance transfer service for municipalities; and

**WHEREAS**, the Company seeks to provide a non-emergency ambulance transfer services to or from a medical facility, a nursing home, or a residence under circumstances which do not constitute an emergency to citizens within the City of Belton (the "City"); and

**WHEREAS**, it is in the interest of the City and its citizens to offer the Company a non-emergency ambulance transfer services under the terms and conditions as will provide the City with the controls and options necessary to provide for the public good; and

**WHEREAS**, the Company non-emergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City of Belton at the Office of the Director of Finance in lawful money of the United States, the Franchise Fee as described in the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto.

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

#### **Section 1. Agreement.**

The City of Belton hereby grants a franchise to Acadian EMS in accordance with the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto as Exhibit "A".

#### **Section 2. Term.**

The term of this agreement shall be for a period of one (1) year beginning on the effective date of this agreement and may be renewed automatically for two additional one-year periods unless franchise is rescinded by the City.

#### **Section 3. Acceptance by Company.**

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

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

Acadian EMS (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the franchise to operate a non-emergency ambulance transfer service within the City as said franchise is set forth and provided in Ordinance No. 2016-19 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

### **Section 3. Open Meetings.**

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

### **Section 4. Endorsements and Records.**

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

PASSED AND APPROVED ON THE FIRST READING THIS THE 14<sup>th</sup> DAY OF JUNE, 2016.

PASSED AND APPROVED ON THE SECOND READING THIS THE 28<sup>TH</sup> DAY OF JUNE, 2016.

**CITY OF BELTON**

\_\_\_\_\_  
Marion Grayson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by a vote of \_\_\_\_ votes for the Ordinance and \_\_\_\_ votes against the Ordinance.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\_\_\_\_\_ accepted the foregoing Franchise by  
written instrument filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas



**ORDINANCE NO. 2016-20**

**AN ORDINANCE GRANTING A FRANCHISE TO SCOTT & WHITE EMS TO OPERATE AND MAINTAIN A NON-EMERGENCY AMBULANCE TRANSFER SERVICE WITHIN THE PUBLIC STREETS AND HIGHWAYS OF CITY OF BELTON.**

---

**WHEREAS**, Scott & White EMS, (the "Company"), operates a non-emergency ambulance transfer service for municipalities; and

**WHEREAS**, the Company seeks to provide a non-emergency ambulance transfer services to or from a medical facility, a nursing home, or a residence under circumstances which do not constitute an emergency to citizens within the City of Belton (the "City"); and

**WHEREAS**, it is in the interest of the City and its citizens to offer the Company a non-emergency ambulance transfer services under the terms and conditions as will provide the City with the controls and options necessary to provide for the public good; and

**WHEREAS**, the Company non-emergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City of Belton at the Office of the Director of Finance in lawful money of the United States, the Franchise Fee as described in the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto.

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

**Section 1. Agreement.**

The City of Belton hereby grants a franchise to Scott & White EMS in accordance with the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto as Exhibit "A".

**Section 2. Term.**

The term of this agreement shall be for a period of one (1) year beginning on the effective date of this agreement and may be renewed automatically for two additional one-year periods unless franchise is rescinded by the City.

**Section 3. Acceptance by Company.**

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

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

Scott & White EMS (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the franchise to operate a non-emergency ambulance transfer service within the City as said franchise is set forth and provided in Ordinance No. 2016-20 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

### **Section 3. Open Meetings.**

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

### **Section 4. Endorsements and Records.**

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

PASSED AND APPROVED ON THE FIRST READING THIS THE 14<sup>th</sup> DAY OF JUNE, 2016.

PASSED AND APPROVED ON THE SECOND READING THIS THE 28<sup>TH</sup> DAY OF JUNE, 2016.

**CITY OF BELTON**

\_\_\_\_\_  
Marion Grayson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by a vote of \_\_\_\_ votes for the Ordinance and \_\_\_\_ votes against the Ordinance.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\_\_\_\_\_ accepted the foregoing Franchise by  
written instrument filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas



**ORDINANCE NO. 2016-21**

**AN ORDINANCE GRANTING A FRANCHISE TO SERENITY EMS, LLC, DBA AMERISTAT AMBULANCE TO OPERATE AND MAINTAIN A NON-EMERGENCY AMBULANCE TRANSFER SERVICE WITHIN THE PUBLIC STREETS AND HIGHWAYS OF CITY OF BELTON.**

---

**WHEREAS**, Serenity EMS, LLC, DBA Ameristat Ambulance, (the "Company"), operates a non-emergency ambulance transfer service for municipalities; and

**WHEREAS**, the Company seeks to provide a non-emergency ambulance transfer services to or from a medical facility, a nursing home, or a residence under circumstances which do not constitute an emergency to citizens within the City of Belton (the "City"); and

**WHEREAS**, it is in the interest of the City and its citizens to offer the Company a non-emergency ambulance transfer services under the terms and conditions as will provide the City with the controls and options necessary to provide for the public good; and

**WHEREAS**, the Company non-emergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City of Belton at the Office of the Director of Finance in lawful money of the United States, the Franchise Fee as described in the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto.

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

**Section 1. Agreement.**

The City of Belton hereby grants a franchise to Serenity EMS, LLC, DBA Ameristat Ambulance in accordance with the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto as Exhibit "A".

**Section 2. Term.**

The term of this agreement shall be for a period of one (1) year beginning on the effective date of this agreement and may be renewed automatically for two additional one-year periods unless franchise is rescinded by the City.

**Section 3. Acceptance by Company.**

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

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

Serenity EMS, LLC, DBA Ameristat Ambulance (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the franchise to operate a non-emergency ambulance transfer service within the City as said franchise is set forth and provided in Ordinance No. 2016-21 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

### **Section 3. Open Meetings.**

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

### **Section 4. Endorsements and Records.**

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

PASSED AND APPROVED ON THE FIRST READING THIS THE 14<sup>th</sup> DAY OF JUNE, 2016.

PASSED AND APPROVED ON THE SECOND READING THIS THE 28<sup>TH</sup> DAY OF JUNE, 2016.

**CITY OF BELTON**

\_\_\_\_\_  
Marion Grayson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by a vote of \_\_\_\_ votes for the Ordinance and \_\_\_\_ votes against the Ordinance.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\_\_\_\_\_ accepted the foregoing Franchise by  
written instrument filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas