



# CITY OF BELTON

**City Council Meeting Agenda  
Tuesday, January 10, 2017 - 5:30 p.m.  
Wright Room, Harris Community Center  
401 N. Alexander, Belton, Texas**

The United States Flag and the Texas Flag will be presented by the Belton Fire Department Honor Guard.

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

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 Keith Gavin, Pastor of Bethel AME Church.

1. Call to order.
2. Public Comments.

***Citizens who desire to address the Council on any matter may register to do so prior to this meeting and speak during this item. Forms are located on the table outside of the south side entry to the meeting room. Please state your name and address for the record, and limit your comments to three minutes. Also, please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1)engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.***

3. Presentations and Recognitions:

Presentations by Fire Chief Bruce Pritchard:

- A. Fire Corps
- B. Santa Pal

## C. Food Drive for Helping Hands Ministry

### **Consent Agenda**

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

4. Consider minutes of previous meetings:
  - A. December 13, 2016, City Council Workshop Meeting
  - B. December 13, 2016, City Council Meeting
5. Consider Appointments/Reappointments to the following Boards/Commissions:
  - A. Tax Increment Reinvestment Zone Board of Directors
  - B. Central Texas Housing Consortium
  - C. Zoning Board of Adjustment
6. Consider authorizing the City Manager to execute an amendment to the lease agreement with the Belton Area Chamber of Commerce regarding office space for tourism and retail development.
7. Consider authorizing the City Manager to execute Amendment No. 1 to the professional services agreement with Kasberg, Patrick & Associates for the intersection design at MLK Jr Avenue at Main Street.

### **Planning and Zoning**

8. Consider a resolution declaring that the updated January 1, 2017, population of the City of Belton is 21,214.
9. Hold a public hearing and consider a zoning change from Commercial Highway to Planned Development Commercial Highway Zoning District for a recreational vehicle park on a 12 acre tract of land at 5353 South Interstate Highway 35 Service Road, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 mile south of Shanklin Road. **Recommend rescheduling to February 14, 2017, Council meeting.**
10. Hold a public hearing and consider a zoning change from Planned Development Multiple Family and Retail to Planned Development Multiple Family Zoning District for an 88 unit apartment complex on a 6 acre tract of land, located on the west side of Commerce Street and just south of Sparta Road.
11. Consider a preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, located generally east of FM 1670 and south of U.S. 190, and



adjacent to the north bank of the Lampasas River, located in Belton's Extra Territorial Jurisdiction (ETJ).

12. Consider a final plat for Dawson Ridge, a 59.265 acre tract of land, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.

### **Miscellaneous**

13. Consider approval of a park sponsorship request from the Belton Lions Club to sponsor Heritage Park.
14. Consider authorizing the purchase of a specialized Sewer Vacuum/Jet Rodding Truck for the Sewer Collection Department through the Houston-Galveston Area Council of Governments Purchasing Cooperative.
15. Consider a resolution authorizing the City Manager to take all steps necessary to submit an application for grant funds through the Office of the Governor, Criminal Justice Division for the Body-Worn Camera Program.
16. Consider authorizing the City Manager to execute Amendment No. 1 to the contract with Kasberg, Patrick and Associates for the Sparta Road project.
17. Consider the following:
  - A. Adopt a resolution that authorizes submission of an application to the Texas Department of Agriculture for a 2017-18 Texas Community Development Block Grant Program – Community Development Fund grant of up to \$275,000 to construct sewer and water system improvements, commits a match contribution of \$55,000 from the City's General Fund, and designates the City Manager as the City's authorized signatory.
  - B. Adopt a Citizen Participation Plan and Citizen Complaint Procedures to be followed during implementation of Texas Community Development Block Grant Program projects.
18. Consider adopting a resolution authorizing an Interlocal Cooperation Agreement between Bell County and the City of Belton regarding the disbursement and expenditure of the Bell County hotel occupancy tax.
19. Consider authorizing the Belton Economic Development Corporation to execute a contract with A. E. Tanner and approving a corresponding budget amendment for the purchase of property located at 117 N. East Street.

*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, January 10, 2017 - 5:30 p.m. Wright Room, Harris Community Center 401 N. Alexander, Belton, Texas**

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Invocation. The Invocation will be given by Keith Gavin, Pastor of Bethel AME Church.

1. Call to order.
2. Public Comments.

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3. Presentations and Recognitions:

**Presentations by Fire Chief Bruce Pritchard:**

- A. Fire Corps**
- B. Santa Pal**
- C. Food Drive for Helping Hands Ministry**

Chief Pritchard will provide information to the Council about the first Fire Corps class and ways in which they have already been an asset to the department. Additionally he will provide information on the 2016 Santa Pal program and the 2016 Food Drive for Helping Hands Ministry.

**Consent Agenda**

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

- A. December 13, 2016, City Council Workshop Meeting**
- B. December 13, 2016, City Council Meeting**

Recommend approval of the minutes as presented.

**5. Consider Appointments to the following Boards/ Commissions:**

**A. Tax Increment Reinvestment Zone Board of Directors**

Terms of the entire board of the Tax Increment Reinvestment Zone will end on January 13, 2017. Recommend reappointment of all board members: David K. Leigh, Craig Pearson, Jon Burrows, Richard Cortese and Blair Williams.

**B. Central Texas Housing Consortium**

Recommend appointment of Linda Angel to the Central Texas Housing Consortium Board replacing Rucker Preston whose term ends on January 25, 2017. He does not wish to be reappointed due to the time commitment. CTHC is recommending Linda Angel be appointed to the board in his place.

**C. Zoning Board of Adjustment**

There is currently a vacant alternate position on the Zoning Board of Adjustment that occurred when one of the alternates (Lewis Simms) filled a regular position. Recommend appointment of Michael Stock to fill the alternate vacancy.

6. **Consider authorizing the City Manager to execute an amendment to the lease agreement with the Belton Area Chamber of Commerce regarding office space for tourism and retail development.**

The Board of Directors of the Belton Area Chamber of Commerce has requested two minor revisions to the Chamber/City Lease Agreement. The recommended changes are highlighted in red in the attached lease agreement and include adding the address for the Chamber offices to the premises section and adding the words "not less than 30 days" to the termination section of the agreement.

7. **Consider authorizing the City Manager to execute Amendment No. 1 to the professional services agreement with Kasberg, Patrick & Associates for the intersection design at MLK Jr Avenue at Main Street.**

See Staff Report from Director of Internal Services/City Engineer Angellia Points. Recommend approval of the amendment as presented.

### **Planning and Zoning**

8. **Consider a resolution declaring that the updated January 1, 2017, population of the City of Belton is 21,214.**

See Staff Report from Director of Planning Erin Smith. Recommend adoption of the resolution establishing Belton's population as 21,214.

9. **Hold a public hearing and consider a zoning change from Commercial Highway to Planned Development Commercial Highway Zoning District for a recreational vehicle park on a 12 acre tract of land at 5353 South Interstate Highway 35 Service Road, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 mile south of Shanklin Road.**

**Recommend rescheduling to February 14, 2017, City Council Meeting.**

Director of Planning Erin Smith and I spoke with the applicant, Jerry Fisher, on Friday, January 6<sup>th</sup>. As a result of the discussion, the applicant has agreed to a staff recommendation to reschedule the Council zoning change public hearing to February 14, 2017. This request seeks to develop a 100 space RV park at this location along the east side of IH 35. Issues of RV park density and the adequacy of Toll Bridge Road to serve this use need to be addressed. Also, the applicant proposes a septic tank for sewer, and the proposed IH 35 sewer line will extend to a location 1,000 feet to the north, yet is sized to serve this property. Staff will meet with the applicant during the next couple of weeks and discuss these issues in preparation for the February 14, 2017, meeting.

Recommend rescheduling the Council zoning change public hearing to February 14, 2017.

10. **Hold a public hearing and consider a zoning change from Planned Development Multiple Family and Retail to Planned Development Multiple Family Zoning District for an 88 unit apartment complex on a 6 acre tract of land, located on the west side of Commerce Street and just south of Sparta Road.**

See Staff Report from Director of Planning Erin Smith. At their meeting on December 20, 2016, the Planning and Zoning Commission recommended approval of this zoning change. As highlighted in the Staff Report, new information was received on January 5, 2017, that revealed the significance of this request on the corner retail tract – increasing the size of the apartment tract by one acre and reducing the size of the retail tract by approximately one acre. In summary, staff now recommends disapproval of the proposed zoning change based on the reasons discussed – suitability of the current apartment zoning and constraints of reducing the size of the retail tract.

11. **Consider a preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, located generally east of FM 1670 and south of U.S. 190, and adjacent to the north bank of the Lampasas River, located in Belton's Extra Territorial Jurisdiction (ETJ).**

See Staff Report from Director of Planning Erin Smith. At their December 20, 2016, meeting the Planning and Zoning Commission unanimously recommended approval of this preliminary/final plat with conditions, and we concur in their recommendation.

12. **Consider a final plat for Dawson Ridge, a 59.265 acre tract of land, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.**

See Staff Report from Director of Planning Erin Smith. At their December 20, 2016, meeting the Planning and Zoning Commission unanimously recommended approval of this final plat with conditions, and we concur in their recommendation.

### **Miscellaneous**

13. **Consider approval of a park sponsorship request from the Belton Lions Club to sponsor Heritage Park.**

See Staff Report from Director of Parks and Recreation Matt Bates. Recommend approval of Heritage Park sponsorship by the Belton Lions Club.

14. **Consider authorizing the purchase of a specialized Sewer Vacuum/Jet Rodding Truck for the Sewer Collection Department through the Houston-Galveston Area Council of Governments Purchasing Cooperative.**

See Staff Report from Director of Public Works Byron Sinclair. Recommend approval of the purchase of the specialized sewer vacuum/jet rodding truck as presented.

15. **Consider a resolution authorizing the City Manager to take all steps necessary to submit an application for grant funds through the Office of the Governor, Criminal Justice Division for the Body-Worn Camera Program.**

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis and Grants and Special Projects Coordinator Aaron Harris. Recommend approval of the grant application submittal.

16. **Consider authorizing the City Manager to execute Amendment No. 1 to the contract with Kasberg, Patrick and Associates for the design of the Sparta Road project.**

See Staff Report from Director of Internal Services/City Engineer Angellia Points. Recommend approval of the amendment as presented.

17. **Consider the following:**

- A. **Adopt a resolution that authorizes submission of an application to the Texas Department of Agriculture for a 2017-18 Texas Community Development Block Grant Program – Community Development Fund grant of up to \$275,000 to construct sewer and water system improvements, commits a match contribution of \$55,000 from the City's General Fund, and designates the City Manager as the City's authorized signatory.**
- B. **Adopt a Citizen Participation Plan and Citizen Complaint Procedures to be followed during implementation of Texas Community Development Block Grant Program projects.**

See Staff Reports from Grants and Special Projects Coordinator Aaron Harris. Recommend adoption of the resolution authorizing the grant application submittal. Additionally recommend adoption of the Citizen Participation Plan and Citizen Complaint Procedures.

18. **Consider adopting a resolution authorizing an Interlocal Cooperation Agreement between Bell County and the City of Belton regarding the disbursement and expenditure of the Bell County hotel occupancy tax.**

See Staff Report from Director of Finance Brandon Bozon. Recommend adoption of the resolution authorizing the Interlocal Cooperation Agreement.

19. **Consider authorizing the Belton Economic Development Corporation to execute a contract with A. E. Tanner and approving a corresponding budget amendment for the purchase of property located at 117 N. East Street.**

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend approval of contract and corresponding budget amendment for the purchase of the Tanner Building for BEDC offices.

*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 Workshop Meeting**  
**December 13, 2016 – 4:30 P.M.**

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

1. **Call to order.** Mayor Grayson called the meeting to order at 4:31 p.m.
2. **Receive an update and discuss design of street improvements for Sparta Road Phase II, and improvements for the MLK/Main Street intersection and Industrial/Main Street intersection.**

Mack Parker of KPA Engineers provided an overview of the design status of Phase II of the Sparta Road improvements project, including the MLK/Main Street and Industrial/Main Street intersections that will be included in the bid package. The discussion included a possible memorial or other type of monument dedicated to the Fire Department in the center of the roundabout that is to be located at the intersection of Commerce Drive and Sparta Road. Fire Chief Bruce Pritchard showed several examples that range from the simple to the extravagant, but Staff is simply seeking Council input on the concept, not necessarily the specifics. While most Councilmembers were in favor of honoring the Fire Department in some way, some questioned whether a memorial in the center of the roundabout was a safe or appropriate location.

There was discussion about other types of focal points in the center of the roundabout including a large live oak tree or other landscaping that would require minimal care. Councilmember Craig Pearson asked if electricity and water would be provided. Mr. Parker said that conduit would be included to the roundabout where water and electricity could be run. Councilmember Dan Kirkley said that a firefighter memorial would be a good project, at an appropriate location. Councilmember Paul Sanderford concurred, and said that he shares the concern about safe accessibility to the memorial for visitors.

The Staff thanked Council for the input, and indicated they would take all the comments into consideration and return with one or more design alternatives for Council consideration.

3. **Adjourn.** Mayor Grayson adjourned the workshop meeting at 5:23 p.m.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



**Belton City Council Meeting  
December 13, 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, Jerri Gauntt, Paul Sanderford, Guy O'Banion and Dan Kirkley. Staff present included Sam Listi, John Messer, Amy Casey, Brandon Bozon, Chris Brown, Angellia Points, Kim Kroll, Paul Romer, Bruce Pritchard, Byron Sinclair, Charlotte Walker, Larry Berg and Aaron Harris.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Marion Grayson, and the Pledge of Allegiance to the Texas Flag was led by Deputy Police Chief Larry Berg. The Invocation was given by Dr. Shawn Shannon, Director of Baptist Student Ministries at the University of Mary Hardin-Baylor.

1. **Call to order.** Mayor Grayson called the meeting to order at 5:35 p.m.
2. **Public Comments.** Diana Arldt-Roberts, owner of Tirzah, invited the Council to attend a ribbon cutting/open house for Tirzah at 115 N. East Street on January 7, 2017, 10:00 a.m. – 4:00 p.m.
3. **Receive Child Safety Fee funds in the amount of \$22,635.54 from Bell County.** County Commissioner Richard Cortese presented the City with its share of Child Safety Fee funds received from October 2015 - September 2016 in the amount of \$22,635.54. Mayor Grayson thanked the County, and indicated the City will remit the funds to the School District for use in its school crossing guard program.

Additionally, Mayor Grayson recognized Commissioner Cortese for his many years of service to Bell County and wished him well as he leaves office.

City Manager Sam Listi explained that the City gives the money to Belton ISD to use in their school crossing guard program as intended, and presentation is scheduled at the January School Board meeting.

**Consent Agenda**

*Items 4-5 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.*

4. **Consider minutes of the November 22, 2016, City Council Meeting.**
5. **Consider a resolution requesting members of the 85<sup>th</sup> Legislative Session of the State of Texas provide for a fair and equitable distribution of the sporting goods sales tax revenue for local and state parks.**

Councilmember Jerri Gauntt removed item 5 from the Consent Agenda for discussion.

Upon a motion by Mayor Pro Tem David K. Leigh, and a second by Councilmember Craig Pearson, item #4 was unanimously approved by a vote of 7-0.

Director of Parks and Recreation, Matt Bates, said that the proposed resolution is to continue a program that is already in place. He explained that there is currently a sporting goods sales tax that is collected, and then the funds are disbursed through grants by Texas Parks and Wildlife for local projects. It has been positive for cities, and the City of Belton would like the program to continue as it has been set up. Councilmember Gauntt added that the City of Belton has benefitted from this program and said that it needs to continue. City Manager Listi said that this information has been shared with our new State representatives, Hugh Shine and Dawn Buckingham.

Upon a motion by Councilmember Jerri Gauntt, and a second by Councilmember Craig Pearson, item #5 was unanimously approved by a vote of 7-0 including the following captioned resolution.

#### **RESOLUTION NO. 2016-32-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON REQUESTING THE MEMBERS OF THE 85<sup>th</sup> LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT PROVIDES A FAIR AND EQUITABLE DISTRIBUTION OF THE SPORTING GOODS SALES TAX REVENUE FOR LOCAL AND STATE PARKS.**

#### **Finance**

6. **Consider authorizing the City Manager to execute an Interlocal Agreement with Bell County for the receipt of hotel occupancy tax revenues distributed by the County to promote tourism and the hotel industry within the City of Belton.**

This item was tabled.

7. **Consider an ordinance authorizing the issuance of the City of Belton, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2016, in a maximum principal amount not to exceed \$9,700,000, and other matters related thereto.**

Director of Finance Brandon Bozon said that on October 25, 2016, the City Council passed a resolution directing the publication of notice of intention to issue combination tax and limited revenue certificates of obligation. He explained that the maximum amount of the debt offering was set at \$9.7M in order to maintain bank qualified status. He said that these projects will be funded with this debt issue:

#### **Water and Sewer Fund**

\$6,430,000 South IH-35 Sewer Line Extension  
\$3,135,000 North Belton Water Tank

\$ 135,000 Estimated Bond Issue Cost  
\$9,700,000 Total rate supported debt offering

He added that the City's Charter requires one public hearing which was held on November 22, 2016. Mr. Bozon said that Standard & Poor's gave the City a rating of AA- on December 5, 2016, which is consistent with the rating received in the previous bond issuance.

The City received nine bids with Wells Fargo providing the best rate. We will have a total issue of \$9.585M in bonds at a 3% coupon which gives the City proceeds at \$9.9M which covers all of the bond issue costs.

Jennifer Douglas, with Specialized Public Finance, provided some additional information regarding the bids received by the City. She said that the sale is scheduled to close before the end of the year. Richard Donoghue of McCall Parkhurst & Horton, the City's Bond Counsel, said that the action before the Council tonight is considered the official action of the City authorizing the sale of the COs.

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

#### **ORDINANCE NO. 2016-58**

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BELTON, TEXAS, COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION SERIES 2016; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; AUTHORIZING EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES**

#### **Growth Management**

City Manager Sam Listi said that the 2016 Strategic Plan identified a Growth Management Strategy as a goal. Mr. Listi reviewed several steps taken by the Council over the past year to carry out that goal. He added that the original annexation study area comprised 1717.5 acres, and Staff is recommending annexation of 574.9 acres.

*(NOTE: Revised on December 19, 2016, to 542.8 acres following deletion of a 32 acre parcel, owned by the Dillards, which was subject to a development agreement. See Item #10.)*

8. **Consider an annexation ordinance on second and final reading instituting annexation proceedings in 2016 Annexation Study Area 1, approximately**

**316.72 acres located on the east side of IH 35, along and south of Decker Road and north of the Lampasas River.**

Mr. Listi said that Staff recommends approval of the annexation ordinance on second and final reading for 316.72 acres in Area 1. He said that the key reasons for annexation include:

- Close proximity to city limits
- Facilitate long range planning and economic development
- Avoid establishment of incompatible land uses
- Acknowledge \$6M sewer line commitment and development potential

Listi added that the annexation ordinances include the Municipal Services Plan for each area.

Upon a motion by Mayor Pro Tem David K. Leigh, and a second by Councilmember Paul Sanderford, the following captioned annexation ordinance was unanimously approved on second and final reading by a vote of 7-0.

**ORDINANCE NO. 2016-50**

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 316.72 ACRES LOCATED ON THE EAST SIDE OF IH 35, ALONG AND SOUTH OF DECKER ROAD AND NORTH OF THE LAMPASAS RIVER; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

9. **Consider an annexation ordinance on second and final reading instituting annexation proceedings in 2016 Annexation Study Area 2, approximately 3.306 acres located on the east side of IH 35, south of Toll Bridge Road, between the east/west portion of the Lampasas River and Elmer King Road.**

City Manager Sam Listi said that Staff recommends approval of the annexation ordinance on second and final reading for 3.306 acres in Area 2. He said that the key reasons include:

- Close proximity to city limits
- Facilitate long range planning
- Avoid establishment of inappropriate and incompatible land uses
- Acknowledge recent investment in infrastructure – Toll Bridge Road bridge replacement and Elmer King Road

Upon a motion by Councilmember Paul Sanderford, and a second by Councilmember Guy O'Banion, the following captioned annexation ordinance was approved on second and final reading upon a vote of 6-1 with Councilmember Jerri Gauntt providing the dissenting vote.

**ORDINANCE NO. 2016-51**

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 3.306 ACRES LOCATED ON THE EAST SIDE OF IH 35, SOUTH OF TOLL BRIDGE ROAD, BETWEEN THE EAST/WEST PORTION OF THE LAMPASAS RIVER AND ELMER KING ROAD; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

10. Consider an annexation ordinance on second and final reading instituting annexation proceedings in 2016 Annexation Study Area 3, approximately 166.506 acres located south of the intersection of IH 35 and the Lampasas River. The tract extends along the west side of IH 35, measuring approximately 1,000' in width, and would add 1,000' additional on the west side of IH 35 to the current 1,000' total city limit width centered on IH 35. The tract extends southward along IH 35 to just north of the Salado ETJ line.

Mr. Listi said that Staff recommends approval of the annexation ordinance on second and final reading for 166.506 acres in Area 3. He said that the key reasons for annexation include:

- Close proximity to city limits adjacent to the west side of IH 35
- Promote future economic development
- Protect future development along FM 2484 and FM 1670 (ETJ)
- Avoid establishment of incompatible land uses

Listi added that Old Santa Fe Mill ownership creates a “donut hole,” and that is acknowledged in the annexation ordinance for Area 3.

Upon a motion by Councilmember Craig Pearson, and a second by Councilmember Guy O'Banion, the following captioned annexation ordinance was approved on second and final reading upon a vote of 6-1 with Councilmember Jerri Gauntt providing the dissenting vote.

**ORDINANCE NO. 2016-52**

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 166.506 ACRES LOCATED SOUTH OF THE INTERSECTION OF IH 35 AND THE LAMPASAS RIVER, EXTENDING ALONG THE WEST SIDE OF IH 35, MEASURING APPROXIMATELY 1000' IN WIDTH AND EXTENDING SOUTHWARD ALONG IH 35 TO JUST NORTH OF THE SALADO ETJ LINE; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

*(NOTE: The Dillard tract, comprising 32.106 acres, was deleted on December 19, 2016, due to a development agreement, resulting in a total boundary in Area 3 of 134.4 acres.*

*Exclusion of this property creates another “donut hole” which is reflected in the revised ordinance.)*

11. **Consider an annexation ordinance on second and final reading instituting annexation proceedings in 2016 Annexation Study Area 4, approximately 85.723 acres located south of the intersection of IH 35 and the Lampasas River. The tract extends along the east side of IH 35, measuring approximately 1,000’ in width, and would add 1,000 additional feet to the current 1,000’ total city limit width centered on IH 35. The tract extends southward along IH 35 to just north of W. Amity Road.**

Mr. Listi said that Staff recommends approval of the annexation ordinance on second and final reading for 85.723 acres in Area 4. He said that the key reasons for annexation include:

- Close proximity to city limits adjacent to the east side of IH 35
- Promote future economic development
- Avoid establishment of incompatible land uses

He added that Staff is not recommending annexing south of Amity Road due to the condition of Rose Lane and the costs for maintenance/repairs. He added that the two Renfro properties create a “donut hole,” and that is acknowledged in the annexation ordinance for Area 4.

Upon a motion by Mayor Pro Tem Leigh, and a second by Councilmember Sanderford, the following captioned annexation ordinance was approved on second and final reading upon a vote of 6-1 with Councilmember Gauntt providing the dissenting vote.

#### **ORDINANCE NO. 2016-53**

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 85.723 ACRES LOCATED SOUTH OF THE INTERSECTION OF IH 35 AND THE LAMPASAS RIVER, EXTENDING ALONG THE EAST SIDE OF IH 35, MEASURING APPROXIMATELY 1000’ IN WIDTH AND EXTENDING SOUTHWARD ALONG IH 35 TO JUST NORTH OF W. AMITY ROAD; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

12. **Consider approval of an annexation ordinance on second and final reading instituting annexation proceedings in 2016 Annexation Study Area 7, approximately 2.713 acres located on the south side of Avenue O, between Avenue O and Old Golf Course Road.**

Listi said that Staff recommends approval of the annexation ordinance on second and final reading for 2.713 acres in Area 7. He said that the key reasons include:

- Close proximity to city limits
- Property surrounded by city limits
- Owners not eligible for a development agreement
- Promote economic development

Upon a motion by Councilmember Pearson, and a second by Mayor Pro Tem Leigh, the following captioned ordinance was unanimously approved on second and final reading by a vote of 7-0.

#### **ORDINANCE NO. 2016-54**

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 2.713 ACRES LOCATED WITHIN THE US 190 CORRIDOR, LOCATED ON THE SOUTH SIDE OF AVENUE O BETWEEN AVENUE O AND OLD GOLF COURSE ROAD, MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

Mr. Listi summarized the remaining steps to complete the annexation process including notifying property owners and the other affected entities. The Mayor thanked the Staff for its work on this extensive process.

#### **Miscellaneous**

13. **Consider authorizing a Façade Improvement Grant to Kat Kaliski, 208 North Penelope Street.**

Director of Planning Erin Smith explained that Kat Kaliski submitted a Façade Improvement Grant (FIG) application to complete exterior repairs and renovations on the southern and eastern exterior façades of the building located at 208 North Penelope Street. Mrs. Smith explained that Ms. Kaliski is proposing to open Blends Wine Bar in the space Miller's BBQ is vacating.

Blends Wine Bar will contain a retail space for wine bottle purchases in the front area of the lease space facing Penelope, and a second entrance is proposed on the southern façade leading to the wine bar in the rear of the lease space where customers will have the ability to sit at tables and enjoy wine and hors d'oeuvres.

The total project cost is \$24,421. The FIG application requests the maximum match amount of \$10,000, which is consistent with application guidelines. Mrs. Smith added that at its December 8, 2016, meeting, the Historic Preservation Commission unanimously approved the proposed façade improvements, and Staff concurs in the recommendation.

Upon a motion by Councilmember Pearson, and a second by Councilmember O'Banion, Item #13 was unanimously approved by a vote of 6-0-1 with Mayor Grayson abstaining.

14. **Consider a resolution designating administration and engineering service providers for the 2017-18 Community Development Block Grant (CDBG) Project.**

Grants and Special Projects Coordinator Aaron Harris said that, in February 2017, the City will apply to the Texas Department of Agriculture (TDA) for the 2017-18 cycle of Community Development Block Grant (CDBG) funding for water and sewer line replacement along Mary Jane Street from West Ave I to US 190 Frontage Road. Mr. Harris said that in the past, the City would procure professional services after the grant award. However, for this funding cycle, TDA has instructed all applicants to procure professional services for administration and engineering prior to the submission of the application.

The City received two submissions from qualified engineers, and a staff committee comprised of Angellia Points, Byron Sinclair, Brandon Bozon, and Aaron Harris scored each packet. As a result, the committee recommends KPA Engineers be selected to provide engineering services for the 2017-18 Community Development Block Grant (CDBG) Project. All engineering will be grant funded in the amount of \$38,100.

The City received one submission from a qualified firm, Grantworks Inc., to administer the project. Grantworks has successfully administered previous Belton projects, and Staff recommends Grantworks Inc. be selected to provide administrative services for the 2017-18 Community Development Block Grant (CDBG) Project. All administration will be grant funded in the amount of \$30,250.

Councilmember Pearson asked if the fees were in line with prior years since there was only one bid for grant administration services. Mr. Harris said that the cost appears to be similar to the costs of the past contracts. Mr. Harris added that in years past, the firms did the work developing the application, and then were “hired” after the application was approved. Councilmember Gauntt said that the proposed way of procuring services for applications was a better process in her opinion.

Upon a motion by Councilmember Gauntt, and a second by Councilmember Pearson, item 14 was unanimously approved by a vote of 7-0.

There being no further business, Mayor Grayson adjourned the meeting at 6:15 p.m.

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Marion Grayson, Mayor

ATTEST:

---

Amy M. Casey, City Clerk



# Staff Report – City Council Agenda Item



## Agenda Item #5

Consider appointments/reappointments to the following:

- A. Tax Increment Reinvestment Zone Board of Directors
- B. Central Texas Housing Consortium
- C. Zoning Board of Adjustment

## Originating Department

Administration – Amy M. Casey, City Clerk

## Background

- A. The entire TIRZ Board of Directors' terms will expire on 1/13/2017. Mayor Marion Grayson is recommending reappointment of David K. Leigh, Craig Pearson, Blair Williams, Richard Cortese and Jon Burrows.
- B. Rucker Preston's term on the Central Texas Housing Consortium will expire on 1/25/2017. He does not wish to be reappointed due to other commitments. CTHC is recommending Linda Angel be appointed.
- C. Michael Stock has submitted a Community Service Application and is interested in serving on a City Board or Commission. There is currently a vacancy in one of the alternate positions on the Zoning Board of Adjustment that occurred when Lewis Simms was moved to a regular position on the board. Mayor Grayson is recommending appointment of Michael Stock to this vacant position.

## Fiscal Impact

N/A

## Recommendation

Recommend approval of the reappointments/appointments.

## Attachments

None

## LEASE AGREEMENT

- 1. PARTIES** LESSOR, The Belton Area Chamber of Commerce, does hereby lease to  
  
LESSEE, The City of Belton, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
- 2. PREMISES** The office space of approximately 110 square feet, which as of October 31, 2016, housed the office of the Tourism Director for the Belton Convention and Visitors Bureau, together with the right to use in common, with others entitled thereto, the foyer, hallways, conference room, and break room, and other spaces and areas within the building necessary for access to said leased premises, and lavatories nearest thereto. **Said leased premises located at 412 E. Central Avenue, Belton, Texas.**
- 3. TERM** The term of this lease shall be for twenty-eight months commencing on January 1, 2017 and ending on April 30, 2019.
- 4. RENT** The LESSEE shall pay to the LESSOR rent of \$64,500 upon commencement. This amount will represent payment for the PREMISES, as well as the LESSEE's portion of UTILITIES, common area maintenance and any repairs or maintenance to the building necessary to keep the PREMISES and common areas in a condition suitable for conducting business. No additional compensation shall be owed by the LESSEE to the LESSOR for the term of this LEASE. The payment of rent can be made through the delivery of a check from the LESSEE to the LESSOR, the forgiveness of indebtedness owed by the LESSOR to the LESSEE, or a combination thereof.
- 5. UTILITIES** The LESSOR shall pay, as they become due, all bills for electricity and other Utilities. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning to the PREMISES during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways during business hours, and to furnish such cleaning service as is customary in similar buildings in Belton, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

- 6. USE OF LEASED PREMISES** The LESSEE shall use the PREMISES only for the purpose of tourism and retail development activities, included but not limited to phone calls, meetings, and other office and clerical work. To the extent that common areas are to be used for this purpose, the LESSEE will make good faith efforts to avoid scheduling conflicts with the LESSOR or other tenants.
- 7. MAINTENANCE** The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, acknowledging that the PREMISES are now in good condition. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.
- A. LESSEE'S OBLIGATIONS**
- B. LESSOR'S OBLIGATIONS** The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or the conduct for those for whom the LESSEE is legally responsible.
- 8. ALTERATIONS ADDITIONS** The LESSEE shall not make structural alterations or additions to the PREMISES, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
- 9. LESSOR'S ACCESS** The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do.
- 10. INDEMNIFICATION AND LIABILITY** The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from fire or other casualty.
- 11. LESSEE'S LIABILITY INSURANCE** The LESSEE shall maintain with respect to the PREMISES, and the property of which the PREMISES are a part, general liability insurance in the amount of not less than \$1,000,000 from responsible companies qualified to do business in Texas and in good standing therein.

**12. FIRE  
CASUALTY -  
EMINENT  
DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the PREMISES substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give NOTICE within thirty (30) days of intention to restore PREMISES, or
- (b) The LESSOR fails to restore the PREMISES to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

**13. TERMINA-  
TION**

LESSOR has the right to terminate the LEASE without cause provided the LESSEE is granted NOTICE not less than thirty (30) **days** from the termination date. If the LESSOR terminates the LEASE, a just and proportionate abatement of rent shall be made.

LESSEE has the right to terminate the LEASE without cause at any point during the TERM of the LEASE. If the LESSEE terminates the LEASE, no abatement of rent shall be made.

**14. NOTICE**

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if delivered at the PREMISES addressed to the LESSEE, or if mailed to PO Box 120, Belton, TX 76513, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing.

**15. SURRENDER**

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted.

UPON WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

# Staff Report – City Council Agenda Item



## Agenda Item #7

Consider authorizing the City Manager to execute Amendment No. 1 to the professional services agreement with Kasberg, Patrick & Associates for the intersection design at MLK Jr Avenue at Main Street.

### Originating Department

Engineering – Angellia Points, P.E., Director of Internal Services/City Engineer

### Background

On January 12, 2016, Council approved a professional services agreement with Kasberg, Patrick & Associates for design services related to the improvements to the intersection of West MLK Jr. Avenue and N Main Street. The scope of work for the contract included:

- design modifications to the traffic signals;
- design the necessary ADA pedestrian ramps;
- evaluate and design for utility relocations, if needed;
- develop and recommend a street pavement and design;
- design approximately 200 linear feet of new curb line along the UMHB Performing Arts Center; and
- provide bid phase and construction phase services.

The concerns at MLK/Main included the significant offset in signal lighting, vehicle safety and maneuverability when making turning movements, and traffic congestion. To address these concerns, the scope of the project evolved to adding a concrete median in North Main Street to 'square up' the intersection of W MLK Jr. Ave and N Main. Along with the median at the intersection of MLK/Main, Staff and KPA evaluated the corridor of N Main Street between E 6<sup>th</sup> Ave (FM 93) and W 10<sup>th</sup> Ave. This evaluation resulted in proposing a concrete median along the entire corridor between E 6<sup>th</sup> Ave and W 10<sup>th</sup> Ave to improve traffic safety and decrease congestion. This proposal along with the improvements proposed to MLK and Main was presented to City Council on March 22, 2016 in a workshop session.

After receiving comments from Council, Staff reviewed the proposals with TxDOT. The proposals were well received, but regardless of the extent of the concrete median, TxDOT required a public hearing to be conducted. The public hearing was conducted on August 25, 2016, at 6:00pm at the Harris Community Center.

Council received an update on the public hearing on September 13, 2016. After hearing the public's comments and concerns, Staff recommended moving forward with the Phase 1 plan at this time: widening W. MLK, Jr. Ave at Main Street and installing a concrete median between 10th Ave and W. MLK, Jr. Ave only. Receiving approval from Council, this plan is underway and will be combined with the Sparta Road Improvements Project. Contractually,

the contractor for the Sparta Road project will be required to construct the improvements to MLK and Main first. This preserves the City's commitment to align with the scheduled opening for the UMHB Performing Arts Center this summer.

### **Contract Amendment Proposal**

The contract amendment proposal includes the additional scope items which resulted in evaluating the median south of E 9<sup>th</sup> Ave to E 6<sup>th</sup> Ave, developing the additional documents and schematics for Council and public meetings, and preparing for and attending the public hearing required by TxDOT.

### **Fiscal Impact**

The fiscal impact of the action today is \$4,750.00, which is an 8.5% increase in the original scope of services agreement of \$55,700.00. Funding for this project is available from the Tax Increment Reinvestment Zone (TIRZ) Capital Project Funds. Construction costs for Phase I is estimated to be around \$155,000, which is within the budgeted amount.

Budgeted:    ☒ Yes        ☐ No        ☐ Capital Project Funds

### **Recommendation**

Authorize the City Manager to execute an amended professional services agreement to design Phase I of the W MLK Jr. Ave and North Main Street improvements.

### **Attachments**

Approved KPA Contract dated December 15, 2015

Proposed Amendment No. 1 to the KPA Contract dated December 29, 2016



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

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

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

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

December 15, 2015

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

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

Dear Mr. Listi:

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

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

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



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

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

Sincerely,



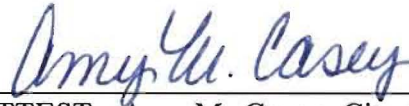
Wm. Mack Parker, P.E.  
Project Manager

APPROVED AND ACCEPTED THIS 25<sup>th</sup> DAY OF JANUARUY, 2016.

CITY OF BELTON, TEXAS



Sam A. Listi, City Manager



ATTEST: Amy M. Casey, City Clerk

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

I. Design Scope:

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

II. Bidding Project:

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

III. Construction Administration Scope:

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

#### IV. Summary of Fee Charges:

##### A. Design

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

B. Bidding the Project: \$ 4,100

##### C. Construction Administration:

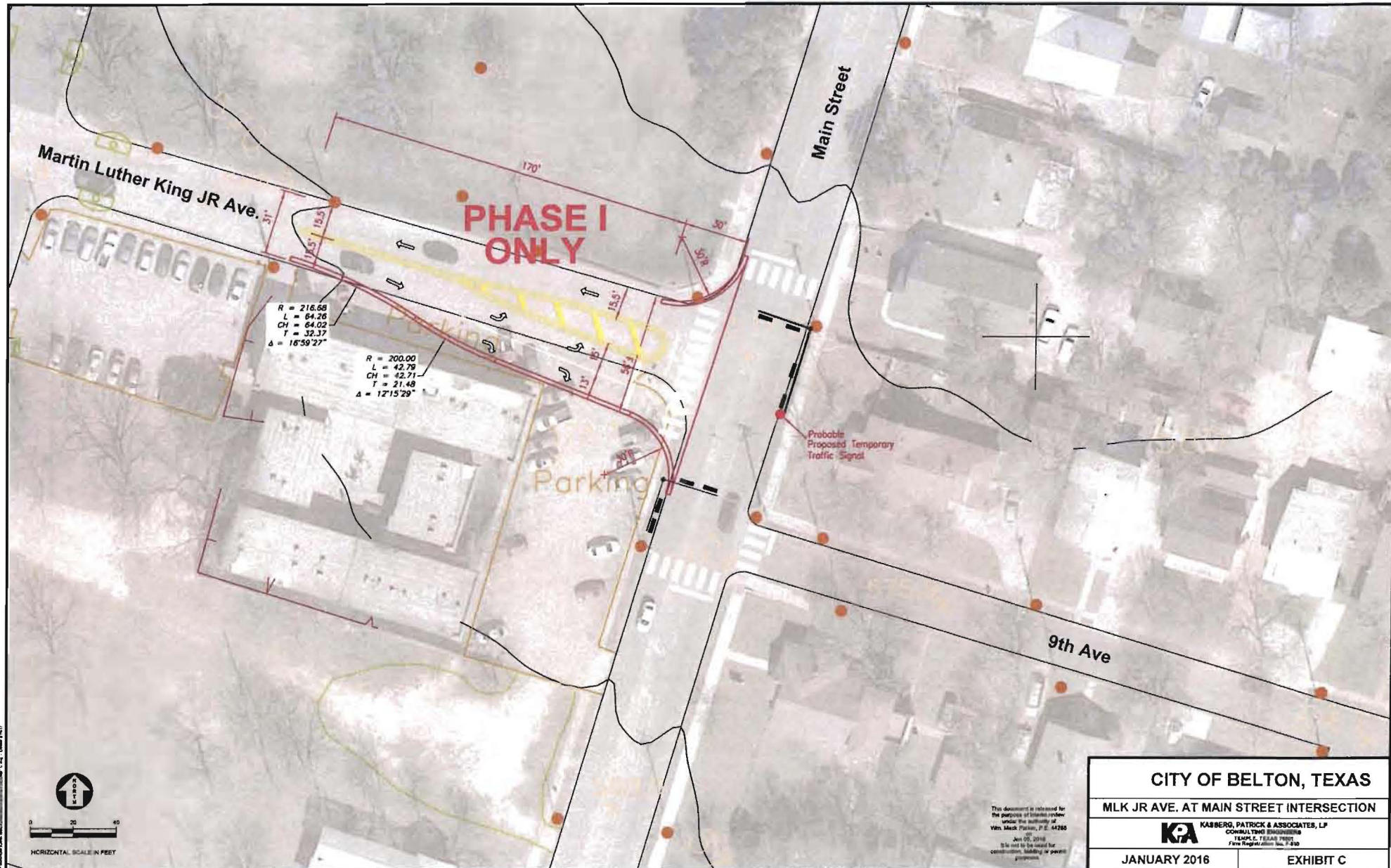
KPA Project Manager	\$ 10,400
Lee Engr. Project Manager	\$ 3,300
Construction Surveying	\$ 2,000
Record Drawings	\$ 1,000

#### V. Total Fee and Invoicing

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

#### VI. Schedule

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



# CITY OF BELTON, TEXAS

MLK JR AVE. AT MAIN STREET INTERSECTION



KARBERG, PATRICK & ASSOCIATES, LP  
 CONSULTING ENGINEERS  
 TEMPLE, TEXAS 76788  
 State Registration No. 7-040

JANUARY 2016

EXHIBIT C

This document is released for  
 the purpose of intended review  
 under the authority of  
 Van. Mech. Planning, P.E. 44280  
 Jan 01, 2016  
 It is not to be used for  
 construction, bidding or permit  
 purposes.



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

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

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ALVIN R. "TRAE" SUTTON, III, P.E., CFM

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

December 29, 2016

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

RE: City of Belton  
Amendment Number 1  
Professional Services Contract  
Intersection Design-MLK JR Avenue at Main Street

Ms. Points:

This is proposed Amendment Number 1 for the Professional Services Contract between the City of Belton and Kasberg, Patrick & Associates, LP for the Intersection Design-MLK JR at Main Street. This Amendment Number 1 basically covers the added costs for developing drawings, schematics and attendance for meetings in preparation for a formal public hearing for the original project plus the expanded scope to include the proposed median improvements from MLK JR Avenue to 6<sup>th</sup> Avenue at Main Street and attendance at the public hearing with follow-up items for closure.

The summary for the original tasks, the original task budgets and the proposed task budgets are shown on the attached Exhibit A.

We are available to answer any questions that you may have or address your review comments.

Sincerely,

A handwritten signature in blue ink that reads "Wm. Mack Parker".

Wm. Mack Parker, P.E.  
Project Manager

cc: Sara Williams, KPA  
Rick Kasberg, KPA  
Project File



## Belton- Intersection Design - MLK at Main Street (15-150)

[illegible]

# Staff Report – City Council Agenda Item



## **Agenda Item #8**

Consider a resolution declaring that the updated January 1, 2017 , population of the City of Belton is 21,214.

### **Originating Department**

Planning – Erin Smith, Director of Planning

### **Summary Information**

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

This estimate represents a standard and conservative methodology used to determine a population estimate in the years between the decennial Census of Population and Housing. Council requested we prepare this estimate annually, utilizing the accepted projection methodology, to keep us informed of population growth in the years between the decennial Census. As we approach six years since the last U.S. Census, it is important to estimate population growth to evaluate services, plan for the future, and develop updated economic development marketing materials for the community, which now appears to have crossed the 20,000 population threshold. According to the 2017 population estimate, there was a 16.2% increase in population from the 2010 Census.

### **Fiscal Impact**

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

### **Recommendation**

Recommend approval of the proposed resolution declaring an updated population for the City of Belton to be 21,214 (up from 18,216, the population on April 1, 2010, provided in 2010 by the U.S. Census Bureau).

**Attachments**

Proposed Resolution and Estimate Calculations



**EXHIBIT "A"**

**RESOLUTION NO. 2017-01-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, FINDING THAT THERE ARE 21,214 RESIDENTS WITHIN THE CORPORATE LIMITS OF THE CITY OF BELTON AND PROVIDING AN OPEN MEETING CLAUSE.**

---

**WHEREAS**, the 2010 Federal Census declared that the City's population was 18,216; however, based on annexations since the census, and growth within the City since the census, it now appears that the number of residents within the City exceeds 21,000; and

**WHEREAS**, in accordance with the attached population estimate exhibit, the City's housing unit count method estimated a total 7,831 dwelling units, an estimated vacancy rate of 6.7%, and a per person household size estimated at 2.64, the Staff recommends the City Council find there are 21,214 residents within the City of Belton, as of January 1, 2017; and

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

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

**Part 1:** The City Council declares that the statements contained in the preamble of this resolution are true and correct and are adopted as finding of fact, in accordance with the population estimate, attached hereto and made a part hereof for all purposes as Exhibit "A".

**Part 2:** The City Council find that there are 21,214 residents residing in the corporate limits of the City of Belton, Texas, as of January 1, 2017.

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

**PASSED AND APPROVED** this the 10th day of January, 2017.

THE CITY OF BELTON, TEXAS

\_\_\_\_\_  
Marion Grayson, Mayor

ATTEST:

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

**EXHIBIT "A"**

**City of Belton (Bell County), Texas**  
**Population Estimate for January 1, 2017**

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

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

2. Dwelling Unit Additions 2014-2016 (SF, 2F, MF, MH)

2014 (10/01/2013 - 09/30/2014)		2015 (10/01/2014 - 09/30/2015)		2016 (10/01/2015 - 09/30/2016)	
Single-Family	102	Single-Family	81	Single Family	77
Multi-Family	115	Multi-Family	208	Multi-Family	144
Two-Family/Duplex	6	Two-Family/Duplex	4	Two-Family/Duplex	42
Manufactured Housing	3	Manufactured Housing	3	Manufactured Housing	3
Total	226	Total	296	Total	266

Total Dwelling Units Added	
2010-2016	1,277

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

3. Dwelling Unit Demolitions	2010-2011	<u>18</u>
	2011-2012	<u>24</u>
	2012-2013	<u>17</u>
	2013-2014	<u>1</u>
	2014-2015	<u>7</u>
	2015-2016	<u>8</u>
	2016-2017	<u>5</u>
	Total	<u>80</u>
4. Annexation Dwelling Unit Additions		<u>22</u>
5. Estimated Total Dwelling Units 12/31/2016		<u>7,831</u>

**EXHIBIT "A"**

Dwelling Units 04/01/2010	6,612
D/U Additions (04/01/2010 - 09/30/2016)	1,277
D/U Demolitions (04/01/2010-12/31/2016)	(80)
D/U Annexed 2010-2016	22
Total	7,831

## 6. Population Estimate 01/01/2017

Total Dwelling Units	7,831
Occupied Dwelling Units (93.3%)	7,306
Persons Per Household (04/01/2010)	2.64
Persons Per Household/Total	2.64/19,287
Persons in Group Quarters	1,927
Total Population	21,214

7. Estimated overall increase in population from 2010 Census 2,998

Estimated increase 16.5%

8. Estimated overall increase in population from projected 2016 3.4%

# Staff Report – City Council Agenda Item



**Date:** January 10, 2017  
**Case No.:** Z-16-20  
**Request:** PD MF & R to PD MF  
**Applicant:** Emanuel Glockzin – Edge Properties

## **Agenda Item #10**

Hold a public hearing and consider a zoning change from Planned Development Multiple Family and Retail to Planned Development Multiple Family Zoning District for an 88 unit apartment complex on a 6 acre tract of land, located on the west side of Commerce Street and just south of Sparta Road.

## **Originating Department**

Planning – Erin Smith, Director of Planning

## **Case Summary**

The applicant is proposing a zone change to allow for an 88-unit apartment complex. To the north is Goodwill; to the northeast are Walmart and Taco Bell; to the east are Legacy Landing and Taqueria; to the west are TruMH and B Town Burger; and to the south are Strike Zone and Belltec Industries.

## **Current Zoning**

Planned Development Multiple Family and Retail

## **Proposed Zoning**

Planned Development Multiple Family

## **Design Standards Type Area : 5**

## **Recommended Type Area: 5**

This property is in the identified Type Area 5 in the Design Standards. If approved, a Multiple Family use would be required to comply with all the Design Standards for Type Area 5.

## **Land Use Table/Allowable Uses**

The Multiple Family Zoning District allows the following land uses, and would accommodate this request:

- Multiple-Family Dwelling (apartment building)
- Two-Family Residence (duplex)
- Single-Family Detached Dwellings
- Public Schools

- Nursing Home
- Childcare Center

### **Project Analysis and Discussion**

The applicant is proposing this zone change in order to develop an 88-unit apartment complex. In 2012, Prestwick Development submitted a rezoning of 5 acres to Planned Development Multiple Family for an 88-unit senior housing development under TDHCA's low income tax credit program, and 4.736 acres to Retail for future retail development. Edge Properties is now proposing to develop this property into a low income family apartment complex. The applicant would like to increase the acreage from 5 acres to a total of 6 acres for the proposed apartment complex to allow 88 total units, leaving a remainder of 3.511 acres zoned Retail on the southwest corner of Sparta Road and Commerce Street. The Retail tract will have a reduced depth of 63 feet, resulting in a total of approximately 240 feet in depth and a width of 690 feet.

The proposed apartment complex will contain a total of 24 one-bedroom and one-bathroom units; 48 two-bedroom and two-bathroom units; and 16 three-bedroom and two-bathroom units. The one-bedroom units are proposed to be 836 square feet; the two-bedroom units are proposed to be 1,202 square feet; and the three-bedroom units are proposed to be 1,361 square feet in size. All proposed buildings will consist of 90% masonry in compliance with the Design Standards. The community amenities will include a community building, two pavilions, and a playground. Cross-access through the retail site at the corner is strongly recommended and can be addressed in conjunction with subdivision platting.

According to Section 34, Off-Street Parking and Loading Requirements, of the Zoning Ordinance, multiple family dwellings require 2 parking spaces per one and two bedroom units and 2.5 spaces per three bedrooms units; therefore, a total of 184 parking spaces are required. The applicant is proposing to provide a total of 204 parking spaces on the site plan to allow for visitor parking.

The original zoning approval in 2012 was for 5 acres of multiple family development with the same number of total units (88) proposed today, utilizing 6 acres of property. At that time in 2012, staff worked with the applicant and encouraged rezoning the southwest corner of Sparta Road and Commerce Drive to Retail on 4.736 acres of land. City staff recommended approval of this 2016 rezoning request to the Planning and Zoning Commission on December 20<sup>th</sup>; however, this was prior to receiving the detailed survey on January 5, 2017, that identified a reduced depth of 63 feet for the retail tract. The City has completed and planned substantial infrastructure improvements in this area – Commerce Drive extension to FM 439 and the proposed Sparta Road and Sparta/Commerce intersection improvements – in order to facilitate retail development in this area. The reduced depth of 63 feet could be problematic for future retail development on this significant corner of Sparta and Commerce. The City Council has had a vision for this area, to include the trail extension, round-about, and other improvements to ensure this is a significant retail area in Belton. The City has a limited amount of potential retail areas, few that are more important than this one, and it is staff's

judgment that the 63 feet reduction in depth could have adverse impacts on future retail development at this intersection of Commerce Drive and Sparta Road, including a significant effect on driveway access to the retail tract, restricted by previous Council action (see 2007 Conceptual Land Use Plan map), prohibiting access along Commerce a distance of 250 feet south of Sparta/Commerce intersection. If this request is approved, the apartment site would have to provide joint access for the retail tract from Commerce Drive – not impossible, but certainly not reflected on the applicant's site plan – further complicating retail site design.

Based on new and relevant information received on January 5, 2017, and after further review of this request, staff recommends the multiple family development remain its current 5 acres in size. If the applicant would like to increase acreage of the apartment site, we recommend additional acreage come from the south, so this significant retail corner has the maximum opportunity in the future for retail development, consistent with current zoning.

On Friday, January 6, the broker, Stan Briggs, expressed concern about the remaining depth for the retail tract and emailed staff that the apartment tract is now proposed to be reduced from 6 to approximately 5.8 acres, in an effort to restore 240 feet to the retail tract. Nevertheless, our concerns remain, and we recommend this item be disapproved.

### **Recommendation**

Recommend disapproval of a zone change from Planned Development Multiple Family (5 acres) and Retail (1 acre) to Planned Development Multiple Family Zoning District.

If Council considers this request appropriate, recommend the development be regulated under the Design Standards for Type Area 5 standards as follows:

1. The use of this property must conform to the Multiple Family Zoning District in all respects.
2. The development of the property shall conform to all applicable Type Area 5 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards discussed above
  - b. Building Design Standards
  - c. Landscape Design Standards
3. Sign standards shall conform to Ordinance 2008-11.
4. Subdivision plat is required.

### **Attachments:**

Zoning application

Property Location Map  
Zoning map  
Aerial photo  
Map with zoning notice boundary (200')  
Zoning notice to owners  
Proposed Site Plan  
Surveys  
2007 Comprehensive Land Use Plan map  
P&ZC Minutes Excerpt  
Ordinance

City of Belton  
Request for Zoning Change

To the City Council and the  
Planning and Zoning Commission  
Fee: \$250.00

Date Received: 11-30-16 Date Due: 11/30/2016 Deadline for a zoning change request is the last business day of the month.

Applicant: Emanuel Glockzin Phone Number: 979-846-8878  
Mailing Address: PO Box 3189 City: Bryan State: TX  
Email Address: emanuel@edgeproperties.com

Owners Name: Robert Roy Potts, Patricia Jean Potts Wilson, John Mark Potts Phone Number: 254-939-3333  
Mailing Address: 3212 River Place Dr. City: Belton State: TX  
Email Address: beltoncbp@yahoo.com

Applicant's Interest in Property: Purchaser

Legal Description of Property: A00BC James Bennett, 6.718 Acres (BellCAD Property ID: 94641)

Is this property being simultaneously platted? No

Street Address: Sparta Rd. Belton, TX 76513

Zoning changing from: PD-mF + Retail to: PD-mF

[Signature] Date 11/23/16  
Signature of Applicant  
Robert Roy Potts Date 11/23/16  
Signature of Owner (If not applicant)

Checklist for Zoning Items to be submitted with application:

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



# Zoning Case # Z-16-20 Location

**ZONING CHANGE:**

PD-MF + R  
to PD-MF

**LEGAL DESCRIPTION:**

A0071BC JAMES BENNETT,


**PROPERTY OWNER:**

POTTS, ROBERT ROY ETAL

**ADDRESS/LOCATION:**

2121 Commerce St

**LEGEND**

 Z\_16\_20



0 70 140 280  
Feet

**Zoning Location**



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



Specific Use Permit

0 185 370 740 Feet

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



# Zoning Case # Z-16-20 Aerial

121

**ZONING CHANGE:**

PD-MF + R  
to PD-MF

**LEGAL DESCRIPTION:**

A0071BC JAMES BENNETT,


**PROPERTY OWNER:**

POTTS, ROBERT ROY ETAL

**ADDRESS/LOCATION:**

2121 Commerce St

**LEGEND**

 Z\_16\_20



0 90 180 360  
Feet

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



200' Property Owner  
Notification Area

**ZONING CHANGE:**

PD-MF + R  
to PD-MF

**LEGAL DESCRIPTION:**

A0071BC JAMES BENNETT,




**PROPERTY OWNER:**

POTTS, ROBERT ROY ETAL

**ADDRESS/LOCATION:**

2121 Commerce St

**Legend**

-  Z\_16\_20
-  200' Property Owner Notification Area
-  Tax Appraisal Parcels



0 55 110 220  
Feet

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



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

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: EMANUEL GLOCKZIN,  
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 6.0 ACRES, SPARTA ROAD,  
FROM A(N) PLANNED DEVELOPMENT- MULTIPLE FAMILY AND RETAIL ZONING DISTRICT,  
TO A(N) PLANNED DEVELOPMENT-MULTIPLE FAMILY FOR AN APARTMENT COMPLEX ZONING DISTRICT.

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, December 20, 2016** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, January 10, 2017**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

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

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

---

circle one

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

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

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

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

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

94640

POTTS, ROBERT ROY ETAL

3212 RIVER PLACE DR

BELTON, TX 76513-1016

319694

WARD, MICHAEL WAYNE SR

514 STILES DR

BELTON, TX 76513-1417

414800

LEGACY LANDING GROUP LTD

1109 INDUSTRIAL PARK RD

BELTON, TX 76513-1972

94641

POTTS, ROBERT ROY ETAL

3212 RIVER PLACE DR

BELTON, TX 76513-1016

410129

CMH MANUFACTURING INC

PO BOX 8780

MARYVILLE, TN 37802-9780

414801

POTTS, ROBERT ROY ETAL

3212 RIVER PLACE DR

BELTON, TX 76513-1016

196710

BELLTEC INDUSTRIES

PO BOX 270

BELTON, TX 76513-0270

410131

CMH MANUFACTURING

PO BOX 8780

MARYVILLE, TN 37802-9780

SUPERINTENDENT  
DR. SUSAN KINCANNON  
BELTON I.S.D.  
P O Box 269  
BELTON TEXAS 76513

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

DEC 12 2016  
DE 7 16

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: EMANUEL GLOCKZIN,  
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IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

circle one

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

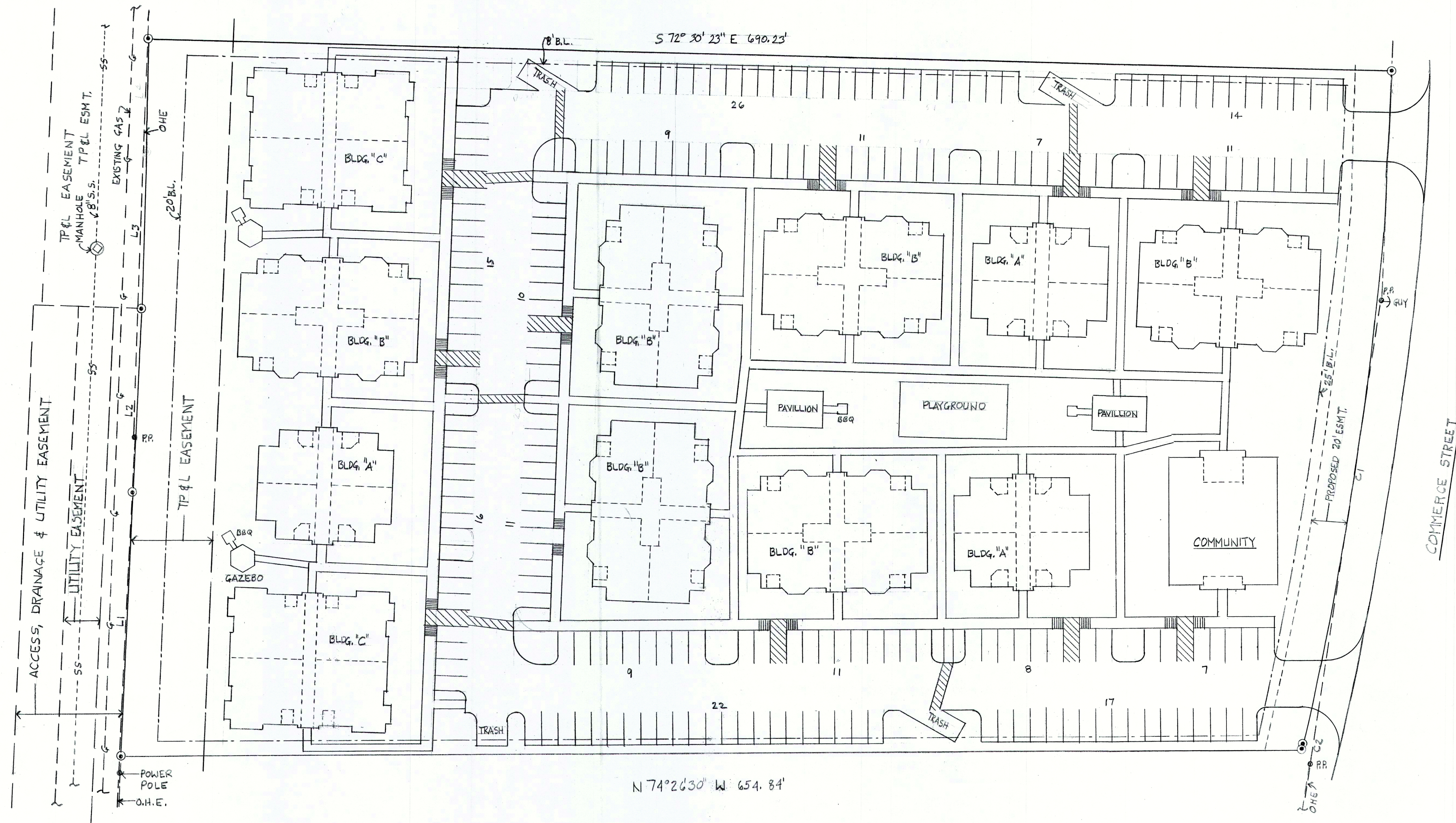
1. I Approve if they are market rate Apts.
2.
3. I disapprove if the Apts. are low rent.  
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: 12/12/16 SIGNATURE: H. Reg. [Signature]

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

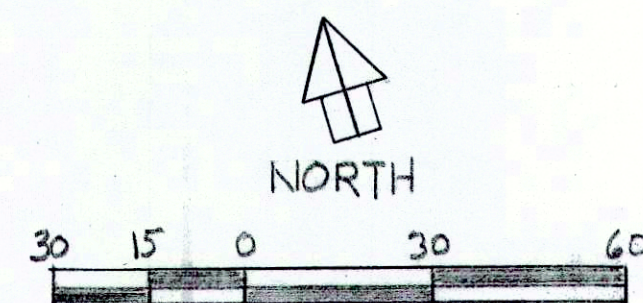
414800  
LEGACY LANDING GROUP LTD  
1109 INDUSTRIAL PARK RD  
BELTON, TX 76513-1972





L1 = N18°29'07" E 145.85'  
 L2 = N18°42'20" E 101.72'  
 L3 = N17°46'45" E 149.78'

C1 = RADIUS 2088.77' LENGTH 374.59'  
 CHORD S23°42'28" W 374.09'  
 C2 = RADIUS 2070.00' LENGTH 3.36'  
 CHORD S29°27'05" W 3.36'



NO PORTION OF THE SITE LIES WITHIN THE  
 100-YEAR FLOOD PLAIN PER THE FEMA FLOOD  
 INSURANCE RATE MAP NUMBER 48027C0330 E  
 FOR BELL COUNTY, TEXAS, EFFECTIVE  
 SEPTEMBER 26, 2008.

#### PARKING REQUIREMENTS

1 & 2 BDRM. UNITS = 2 PER UNIT = 72 x 2 = 144  
 3 BDRM. UNITS = 2.5 PER UNIT = 16 x 2.5 = 40  
 TOTAL REQUIRED = 184  
 TOTAL SPACES SHOWN = 204  
 UNIT "A" - 1 BDRM./1 BATH = 24 UNITS  
 UNIT "B" - 2 BDRM./2 BATH = 48 UNITS  
 UNIT "C" - 3 BDRM./2 BATH = 16 UNITS  
 TOTAL = 88 UNITS

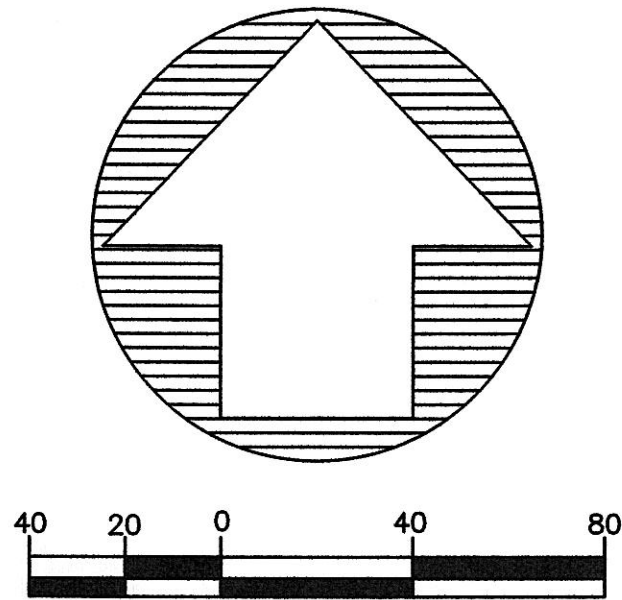
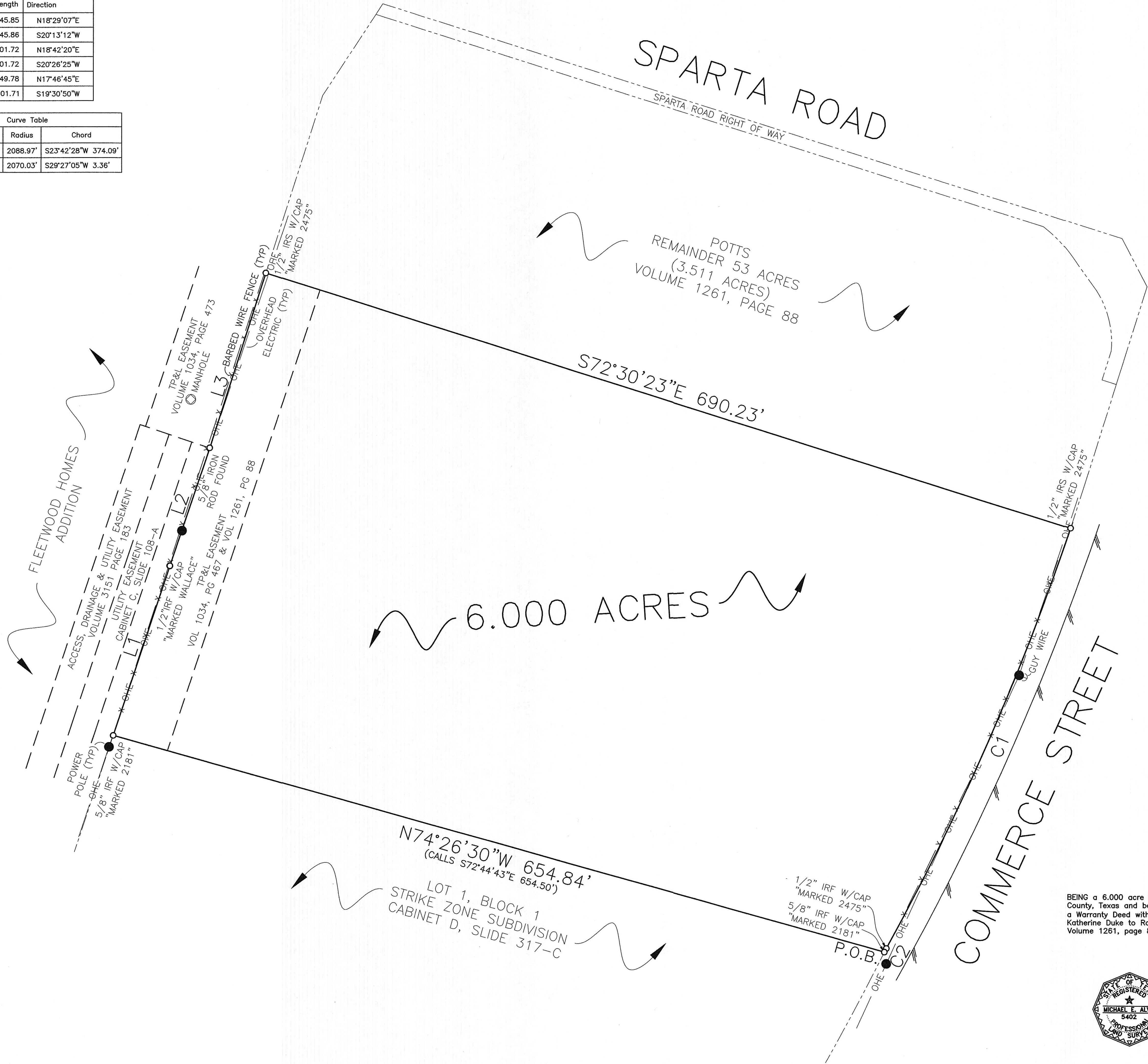
PRELIMINARY 11-30-16

DATE: A PROPOSED NEW APARTMENT PROJECT FOR:  
 SHEET: COMMERCE STREET APARTMENTS, LTD.  
 BELTON, TEXAS



Line Table		
Line #	Length	Direction
L1	145.85	N18°29'07"E
CALLS	145.86	S20°13'12"W
L2	101.72	N18°42'20"E
CALLS	101.72	S20°26'25"W
L3	149.78	N17°46'45"E
CALLS	301.71	S19°30'50"W

Curve Table			
Curve #	Length	Radius	Chord
C1	374.59'	2088.97'	S23°42'28"W 374.09'
C2	3.36'	2070.03'	S29°27'05"W 3.36'



**TURLEY ASSOCIATES, INC.**  
ENGINEERING • PLANNING • SURVEYING  
www.turley-inc.com  
301 N. 3rd St. 76501  
TEMPLE, TEXAS  
SURVEY FIRM NO. 10056000 • ENGINEERING FIRM NO. 1658

© TURLEY ASSOCIATES, INC.  
THIS DRAWING IS THE PROPERTY OF TURLEY ASSOCIATES INC. AND MUST BE SURRENDERED UPON REQUEST. THE INFORMATION THEREON MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF TURLEY ASSOCIATES INC.

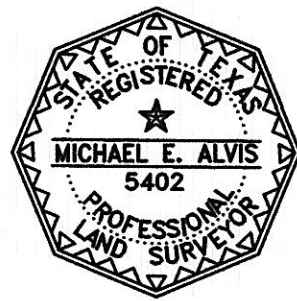
BOUNDARY SURVEY FOR:  
**6.000 ACRES**  
COMMERCE STREET  
JAMES BENNETT SURVEY, ABSTRACT NO. 71  
BELTON, BELL COUNTY, TEXAS

PREPARED FOR:  
**CENTRA LAND TITLE COMPANY**  
2005 BIRDCREEK DR. #700  
TEMPLE, BELL COUNTY, TEXAS 76502

The following documents affect this lot:  
Volume 1034, Page 467  
volume 1261, Page 88

The following documents do not affect this lot:  
Volume 5167, Page 688

BEING a 6.000 acre tract of land situated in the JAMES BENNETT SURVEY, ABSTRACT No. 71, Bell County, Texas and being a part or portion of that certain called 53 acre tract of land described in a Warranty Deed with Vendor's Lien dated December 31, 1973 from Leland T. Duke and wife, Katherine Duke to Roy Cochran Potts and wife, Dorothea Jean Potts and being of record in Volume 1261, page 88, Deed Records of Bell County, Texas.



STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey was this day made on the ground of the property described herein and is correct and that there are no discrepancies, conflicts, shortages in the area, easements, and right-of-ways except as shown hereon, that this tract of land has access to and from a public road, and I have marked all corners with monuments.

This Property is not within the Special Flood Hazard Area as per the Federal Emergency Management Agency Federal Insurance Administration Map No. 48027C0330E, dated September 26, 2008.

IN WITNESS THEREOF, my hand and seal, this the 5th day of January, 2017.

Michael E. Alvis, R.P.L.S., No. 5402

REVISIONS

DATE	DESCRIPTION	DFTR

DRAFTSMAN:  
T. Johns  
DATE:  
January 5, 2017  
COMPUTER FILE NAME:  
161393.bs.v3.dwg  
REFERENCE DRAWING NUMBERS:  
n/a

JOB NUMBER:  
**16-1393**  
DRAWING NUMBER:  
**12963-D**

**PAGE #**  
**01**





2007 Comprehensive Land Use Plan Map



Minutes of the meeting of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, December 20, 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: Ben Pamplin, Mat Naegele, Brett Baggerly, Rae Schmuck, Eloise Lundgren and Frank Minosky. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Chair John Holmes, Jason Morgan and Joel Berryman were absent.

**4. Z-16-20 Hold a public hearing and consider a zoning change from Planned Development Multiple Family and Retail to Planned Development Multiple Family Zoning District for an 88-unit apartment complex on a 6-acre tract of land, located on the west side of Commerce Street and just south of Sparta Road.**

Ms. Smith presented the staff report.

Mr. Pamplin opened the public hearing. Mr. Wade Bienski, representing the Homestead Development, said he was there to answer any questions. He said there may have been concerns about taking 1 acre from the Retail tract, to which the owner of that land said the remaining acreage would still be sufficient for retail development. The additional acre will allow the apartment complex to spread out, adding pavilions, parking and landscaping. Mr. Bienski described the floorplans to the Commission. He also explained the apartment complex will be for working class families based on the application limitations. Mr. Pamplin then closed the public hearing.

Mr. Minosky made the motion to approve Z-16-20. Ms. Lundgren seconded the motion and the item was approved unanimously with 6 ayes, 0 nays.

## **ORDINANCE NO. 2017-##**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT MULTIPLE FAMILY AND RETAIL TO PLANNED DEVELOPMENT MULTIPLE FAMILY ZONING DISTRICT ON A 6.0 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 5 DESIGN STANDARDS.**

**WHEREAS**, Robert Roy Potts, Patricia Jean Potts Wilson, and John Mark Potts, owners of the following described property have presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 20<sup>th</sup> day of December, 2016, at 5:30 p.m. for hearing and adoption, said district being described as follows:

2121 Commerce Street, 6.0 acres, Belton, Texas  
(location map attached as Exhibit "A")

**WHEREAS**, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 13<sup>th</sup> day of January, 2017, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from a Planned Development Multiple Family and Retail to a Planned Development Multiple Family Zoning District, in accordance with Section 15 – Multiple Family Zoning District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

1. The use of this property must conform to the Multiple Family Zoning District in all respects.
2. The development of the property shall conform to all applicable Type Area 5 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards discussed above

- b. Building Design Standards
  - c. Landscape Design Standards
- 3. Sign standards shall conform to Ordinance 2008-11.
  - 4. Subdivision plat is required.

This ordinance was presented at the stated meeting of the City Council of the City of Belton and upon reading was passed and adopted by the City Council on the 10<sup>th</sup> day of January, 2017, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**SIGNED AND APPROVED** by the Mayor and attested by the City Clerk on this the 10<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
Marion Grayson, Mayor

ATTEST:

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

# Staff Report – City Council Agenda Item



**Date:** January 10, 2017  
**Case No.:** P-16-34  
**Request:** Final Plat  
**Applicant:** WB Development

## **Agenda Item #11**

Consider a preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, located generally east of FM 1670 and south of U.S. 190, and adjacent to the north bank of the Lampasas River, located in Belton's Extra Territorial Jurisdiction (ETJ).

### **Originating Department**

Planning – Erin Smith, Director of Planning

### **Case Summary**

This is an 89-lot subdivision proposed for single family residential development.

### **Project Analysis and Discussion**

This is a residential subdivision proposed as Three Creeks Subdivision, Phase III. All of the lots are a minimum of 50' in width in compliance with the Development Agreement. Currently this subdivision contains one entrance known as Three Creeks Boulevard with 120' of right-of-way (ROW) off FM1670 with 574 lots total in Phases I, II, and III. The Development Agreement states that the developer will dedicate 50' of right-of-way and grade and prepare with crushed limestone base 27' wide and provide a 25 foot double penetration/seal coat travel surface of Rocking M Lane from Auction Barn Road to the Municipal Utility District's northern property line within two years from the completion and acceptance of the first roundabout on the arterial roadway known as Three Creeks Boulevard. Therefore, this requirement will be due April 2018. According to the Subdivision Ordinance, any single family residential subdivision within the City of Belton or the City's ETJ shall provide 3 entrances/access streets for subdivisions with more than 101 lots. The development agreement approved by City Council in 2010 included a master plan of the proposed subdivision that identified two points of access and this should be adequate for this subdivision until a connection is made from Three Creeks Boulevard to Shanklin Road in the future, as shown on the City's Thoroughfare Plan.

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. There are a total of 574 lots in Phases I, II, and III and ultimately 1,500 lots for the entire Three Creeks

subdivision; therefore, a total of 5.74 acres of parkland is required at this time and ultimately 15 acres for the entire 1,500 lots in this subdivision. The developer has provided a total of 91.98 acres of parkland that contains several trail networks and pavilions for the residents. This parkland exceeds the Subdivision Ordinance requirements and is consistent with the master plan in the development agreement.

The lots in this subdivision are served by City of Belton water and sewer and Bell County is responsible for the streets and drainage.

We have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer. Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and made comments. After Council action, this plat will be taken to Bell County Commissioners Court for action.

### **Recommendation**

Recommend approval of the preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, subject to conditions contained in the letter to the applicant's engineer dated December 8, 2016, and subject to the terms of the development agreement.

### **Attachments**

Preliminary/Final Plat Application

Preliminary/Final Plat

Location Map

Overall Plan of Phases I, II, and III

Thoroughfare Plan

City's Letter to Applicant's Engineer dated December 8, 2016

Development Agreement

P&ZC Minutes Excerpt

**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                      Fees due \$ 517.00  
☒ Final Subdivision  
☐ Administrative Plat  
☐ Replat  
☐ ETJ  
☐ City Limits

Date Received: 11/15/18 Date Due: 11/15/16 (All plans are to be returned to the Planning Department by the 15<sup>th</sup> day of the month ahead of the next month's P&Z meeting.)

Applicant: Whitis Land Investments, LTD Phone: 254-258-0495  
Mailing Address: 3000 Illinois Avenue Killeen, Texas 76543  
Email Address: dwhitis@yalgoengineering.com

Owner: Whitis Land Investments, LTD Phone: 254-953-5353  
Mailing Address: 3000 Illinois Avenue Killeen, Texas 76543  
Email Address: bruce@wbdevelopment.com

Current Description of Property:

Lot: 89 Block: 3 Subdivision: Three Creeks Phase III  
Acres: 18.85 Survey: John Lewis  
Abstract #: 512 Street Address: FM 1670  
Frontage in Feet: \_\_\_\_\_ Depth in Feet: \_\_\_\_\_

Does Zoning comply with proposed use? Yes Current Zoning: ETJ  
Name of proposed subdivision: Three Creeks Phase III  
Number of Lots: 89 Fee: \$ 517.00

Signature of Applicant: \_\_\_\_\_ Date: 11/8/2016  
Signature of Owner: \_\_\_\_\_ Date: 11/8/2016



PRINTED ON November 10, 2016

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	58.62	35.50	94°36'58"	S 31°22'44" E	52.19
C2	124.40	200.00	35°38'17"	N 01°53'24" W	122.40
C3	120.28	200.00	34°27'30"	N 02°28'47" W	118.48
C4	43.75	200.00	12°31'57"	S 21°00'56" W	43.66
C5	119.61	200.00	34°15'54"	S 02°34'35" E	117.83
C6	124.40	200.00	35°38'17"	N 01°53'24" W	122.40
C7	45.00	225.00	11°28'42"	S 04°44'57" W	45.00
C8	45.00	225.00	11°28'42"	S 06°44'05" E	45.00
C9	33.03	175.00	10°48'53"	S 14°18'07" E	32.98
C10	71.63	175.00	23°27'03"	S 02°49'51" W	71.13
C11	33.43	225.00	8°30'48"	N 15°27'11" W	33.40
C12	43.35	225.00	11°02'17"	N 05°40'59" W	43.28
C13	43.68	225.00	11°07'27"	S 05°24'13" W	43.62
C14	70.23	175.00	22°59'39"	N 08°12'43" W	69.76
C15	38.62	175.00	12°38'38"	N 09°36'26" E	38.54
C16	17.34	10.50	94°36'58"	S 31°22'44" E	15.44
C17	54.13	225.00	13°47'03"	S 06°26'31" W	54.00
C18	10.19	225.00	2°35'42"	S 14°37'54" W	10.19
C19	54.13	225.00	13°47'03"	S 07°20'32" E	54.00
C20	21.50	225.00	5°28'28"	S 16°58'18" E	21.49
C21	47.86	175.00	15°40'07"	N 11°52'29" W	47.71
C22	57.39	175.00	18°47'23"	N 05°21'16" E	57.13
C23	37.36	175.00	12°13'53"	S 20°51'54" W	37.29
C24	49.22	225.00	12°31'57"	N 21°00'56" E	49.12
C25	54.13	225.00	13°47'03"	S 05°31'32" W	54.00
C26	54.13	225.00	13°47'03"	S 08°15'32" E	54.00
C27	34.45	175.00	11°16'39"	S 14°04'13" E	34.39
C28	74.41	175.00	24°21'38"	N 03°44'56" E	73.85
C29	18.82	60.51	17°49'03"	S 07°05'58" W	18.74
C30	35.91	60.51	34°00'11"	N 18°55'50" W	35.39
C31	35.90	60.50	34°00'11"	N 52°53'35" W	35.38
C32	9.28	60.50	8°47'33"	S 74°17'27" E	9.27
C33	17.90	225.00	4°33'29"	N 17°25'48" W	17.89
C35	9.16	225.00	2°19'55"	S 13°35'01" W	9.16
C36	28.41	225.00	7°14'06"	S 16°05'29" E	28.39
C37	21.39	225.00	5°26'47"	N 13°12'22" E	21.38
C38	14.10	225.00	3°35'27"	N 12°45'40" E	14.10

VICINITY MAP  
NTS



REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK	FINAL PLAT OF THREE CREEKS PHASE III BELTON E.T.J., BELL COUNTY, TEXAS	Yalgo, LLC 3000 Illinois Ave., Suite 100 Killeen, TX 76543 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095	SHEET 1 OF 2
				TOTAL SIZE: 18.85 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 89	CONCRETE TXDOT MONUMENT - BEARING N 24°53'19" W, 3155.33 FEET FROM P.O.B.			
					TEXAS STATE PLANE COORDINATE SYSTEM, NAD1983(2011) DATUM, TEXAS CENTRAL ZONE, NO. 4203. N: 10351347.069 E: 3179235.144 Z: 705.50 (NAVDS8 DATUM-GEOD12A)			
1	ORIGINAL RELEASE	11-15-2016	DBW	CLIENT NAME: WBW DEVELOPMENT GROUP - SERIES 029				
PROJECT NUMBER: TC03		CLIENT LOCATION: KILLEEN, TX						
APPROVED BY: SAB								
AUTHORIZED BY: WBW								





# P-16-34 Three Creeks Phase III - ETJ



**PROPOSED PLAT:**

Final Plat  
Three Creeks Phase III  
18.85 Acres

**PROPERTY OWNER:**

WHITIS LAND-  
INVESTMENTS LTD

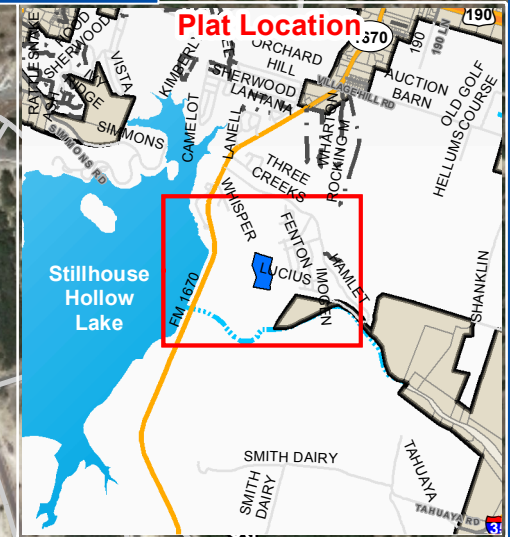
**LEGEND**

 P-16-34  
 CityLimits



0 200 400 800  
Feet

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





# P-16-34 Three Creeks Phase III - ETJ

**Proposed Three Creeks Phase III**



**PROPOSED PLAT:**

Final Plat  
Three Creeks Phase III  
18.85 Acres

**PROPERTY OWNER:**

WHITIS LAND-  
INVESTMENTS LTD

**Legend**

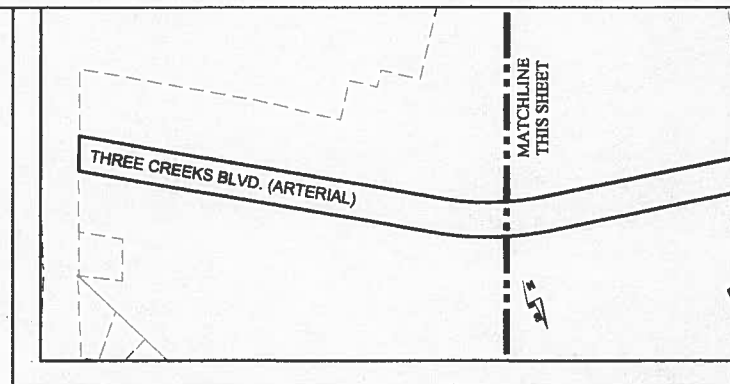
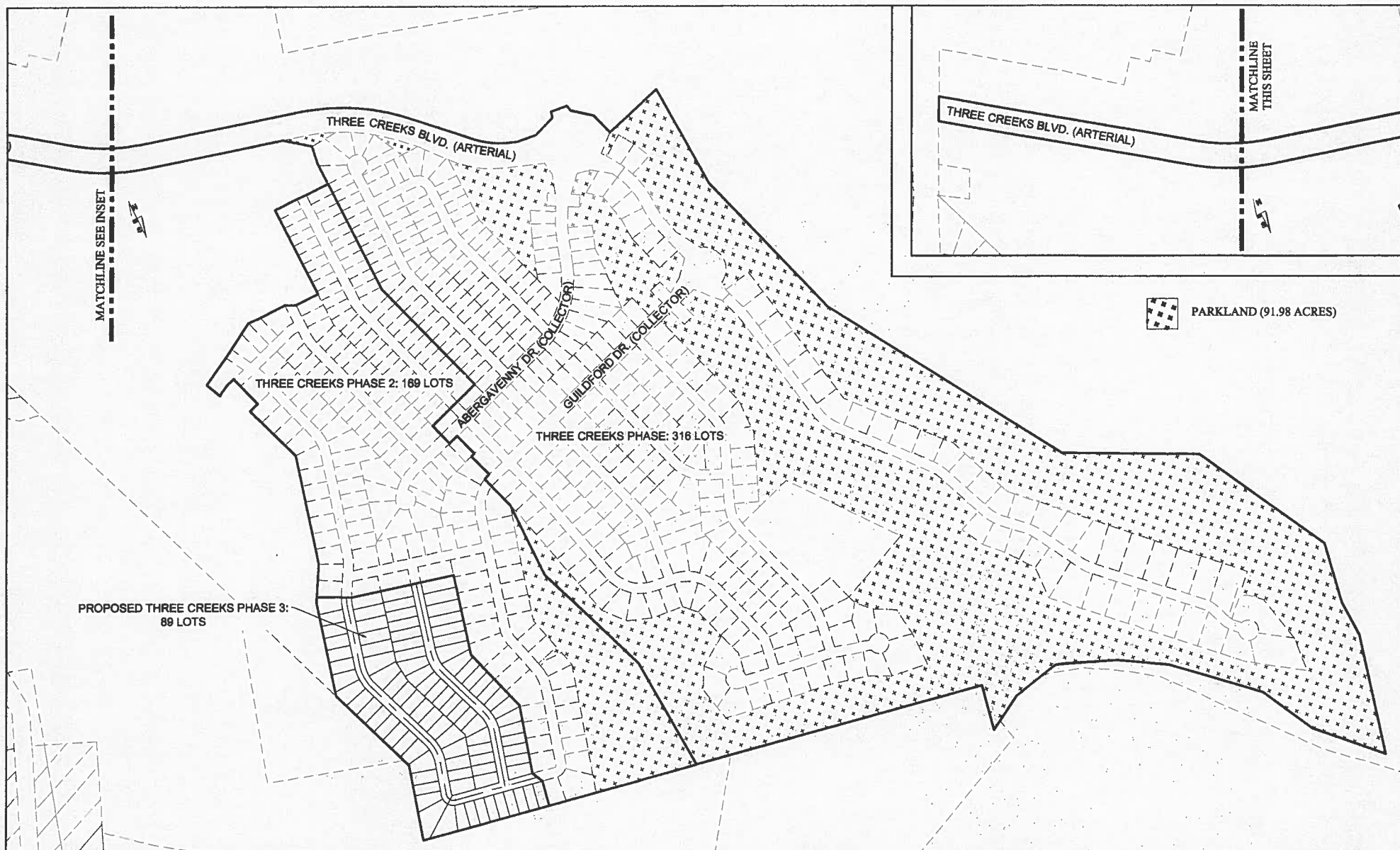
-  P-16-34
-  CityLimits



0 90 180 360  
Feet

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

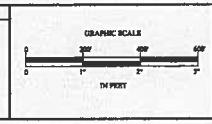




 PARKLAND (91.98 ACRES)

REV	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	12-13-2004	TWP
PROJECT NUMBER: TCRD			
CLIENT NAME: WWM DEVELOPMENT GROUP			
CLIENT LOCATION: IRLAND, TX			
APPROVED BY: TWP			
AUTHORIZED BY: WWM			

PROJECT INFORMATION	
TOTAL SIZE:	296 ACRES
TOTAL LOTS:	754



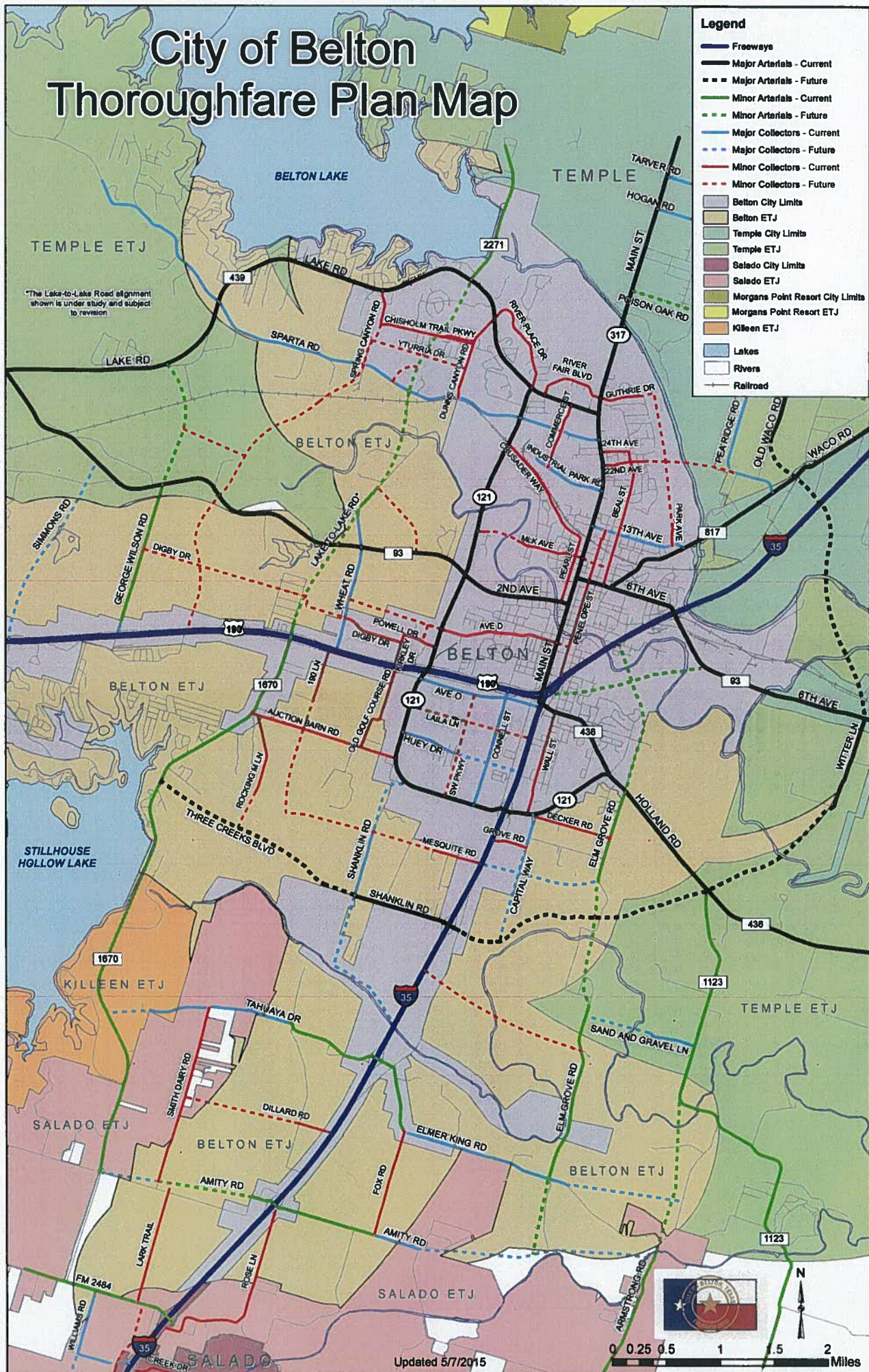
**BENCHMARK**  
 CONCRETE TYPICAL MONUMENT - GRABING  
 H/SP/TP/TP W. 214.33 FEET FROM P.O.B.  
 TEXAS STATE PLANS COMMUNITY  
 OVERSEA, HADWORTH (1) BAYLUM  
 TEXAS CENTRAL, DOWNS, NO. 400  
 N. 4851347.889  
 N. 397502.144  
 20. 761.59 DAVISON DATUM-CR000131A)

**OVERALL PLAN PHASES 1, 2, & 3**  
**THREE CREEKS**  
**BELTON E.T.J., BELL COUNTY, TEXAS**

**Yalco, LLC**  
 3000 Illinois Ave., Suite 100  
 El Paso, TX 79903  
 PH (254) 933-3353  
 FX (254) 933-3057  
 Texas Registered  
 Engineering Firm F-10564  
 Texas Registered  
 Surveying Firm 18194095



# City of Belton Thoroughfare Plan Map







# City of Belton

Planning Department

December 8, 2016

**Applicant: Whitis Land Investments LTD**

**Date Submitted: 11-14-16**

**Project: Three Creeks, Phase III ETJ – Final Plat**

**Location: 18.85 Acres, Belton, Texas 76513**

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**\*\*\*Please comment back in red under the comments submitted on this sheet.\*\*\***

## **Planning:**

1. Please submit an overall plan that shows Three Creeks, Phases I and II and the proposed Phase III to include in the upcoming P&ZC and Council meeting packet. Please also identify the parkland on this plan with the acreage and the collector and arterial streets.
2. Please confirm the total amount of parkland that currently exists in this subdivision. This information is needed for the upcoming P&ZC and Council meeting packet.
3. Please include all setbacks on the plat.
4. The plat states 10' UUE. Please revise that to state 10' PUE.
5. How many lots will there be in total for Phases I, II, and III? I calculated a total of 574 lots. Please confirm this calculation.
6. Please submit the plat to all utility providers and Clearwater UCD for review and provide their comments to the City. The utility provider form is attached.
7. Please submit the restrictive covenants for this phase to staff after recording.

## **Public Works/KPA:**

1. Sheet 3 of 18. District Notes. Add the City of Belton City Engineer to contact list for Item 1. Contact number is (254) 933-5823.
2. Please see attached revised water meter box detail. Due to the City of Belton use of AMI meters, please change the detail on Sheet 16 to the attached.
3. Relocate the fire hydrant on Rosaline approx. 20' to the east; this will place the fire hydrant at the northwest corner of Rosaline and Perdita.
4. Relocate the fire hydrant on Othello between lots 22 & 23. This will improve the fire hydrant coverage in this phase. This will require some reconfiguring of the sewer service locations so that the TCEQ separation requirement is met.
5. Change the single water service line to Lot 38 to a double water service to also serve Lot 39. There is a double service line shown to be serving Lots 1 and 39 off of Rosaline. Although Lot 39 can now be served off of Othello, keep the double service on Rosaline so the City of Belton can install a sample station on the redundant service line off of Rosaline. This location is preferable for a sample station as it will be located along a side yard and likely a fence line.
6. Change clean out number 20 at the end of Perdita to a manhole.
7. Sheet 4 Comments

- a. General Note 8. The City of Belton requires casing pipe for all water services crossing a street. The casing pipe on services can be PVC, must be white in color and must bell and spigot pipe with gasket joints.
  - b. General Note 9. All poly wrap shall have the AWWA approved stamp on the side of material.
  - c. TCEQ Water Distribution Notes Note 2. Send a copy of TCEQ's conditional approval letter to the City of Belton.
  - d. TCEQ Water Distribution Notes Note 15. The City of Belton requires casing pipe to be steel (thickness requirement is based on size); use Raci spacers and seal the ends with a rubber fitted end seal.
  - e. TCEQ Water Distribution Notes Note 21. Identify the City of Belton as a 2<sup>nd</sup> party in the chain of command to the lab so that test results are sent to the City of Belton and the contractor simultaneously. Also, a city inspector shall be on site when the samples are taken so that they can verify the chlorine residual is correct, the station number and street are correctly identified on the paper work to be submitted to the lab with the sample.
8. Sheet 18 General Embedment Notes. The City's design manual and specs are being updated to correct the following items. The Engineer may use the draft revised notes as an option, or add/delete/modify the text in the PDF.
- a. Note 1. Add that sand is only used for water or force mains.
  - b. Note 3. Pea gravel is not allowed on water or sewer construction.
  - c. Note 8. Modify sentence to state "All concrete encasements *and thrust blockings* must be...".

**Building Official:**

No comments.

**Fire Department:**

No comments.

**Police Department:**

No comments.

**GIS:**

No comments.

**Bell County:**

See attached.

**Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.**





# County Engineer

P. O. Box 264 • Belton, Texas 76513 • (254) 933-5275 • Fax (254) 933-5276

BRYAN NEAVES, P. E.

December 7, 2016

Mr. Scott Brooks P.E.  
Yalco Engineering LLC  
3000 Illinois Ave. Ste.100  
Killeen, Texas 776543

Re: Three Creeks Phase III- City of Belton ETJ

Mr. Brooks,

After reviewing the plat and construction plans submitted to this office on November 23, 2016 by the City of Belton, the following are the County's comments:

## Subdivision Regulations:

- 204.11- Restrictions- please provide a copy of any restrictions or covenants that may apply to the proposed subdivision.
- 204.14- Floodplain- Please include a floodplain statement on the plat.
- 204.15- Acreage & Length- Include an Acreage & Length statement regarding the proposed right-of-way's and street lengths on the plat. Please breakdown the statement by street.
- 204.16- Compliance- A letter of compliance is required.
- 204.18- County Clerk- Include an approval block for the County Clerk on the plat.
- 301-Utilities- Please provide certification that all utility providers have been provided the opportunity to review and comment on the proposed subdivision.
- Please provide a copy of the geotechnical report for the proposed subdivision phase.
- Label the location of the street name change (Rosaline/Othello) on the plat.
- There are two separate sections of street, one on Othello (Sheet 10) and the other on Rosaline (Sheet 12) that are less than the minimum slope of 0.50%. These will need to be revised.
- The Drainage Analysis provided is for Three Creeks, Phase II. Please provide a Drainage Analysis for Three Creeks, Phase III.

Sincerely,

Steve Eubanks  
Engineering Technician  
Bell County- Land Development

**DEVELOPMENT AGREEMENT AND CONSENT  
TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1  
AND DEVELOPMENT OF THE LA CACHETTE DEVELOPMENT**

**STATE OF TEXAS**

**COUNTY OF BELL**

This Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development ("Agreement") is by and between the CITY OF BELTON, TEXAS (the "City"), located in Bell County, Texas, and W&B DEVELOPMENT II, LLC, a Texas limited liability company (the "Developer"). Upon final creation of Bell County Municipal Utility District No. 1, under Chapters 49 and 54 of the Texas Water Code (the "District"), the District shall join in this Agreement and be bound by its terms, conditions, and provisions. The City, Developer and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Developer owns approximately 540 acres of land (the "Land"), as more particularly described by metes and bounds on the attached Exhibit "A";

**WHEREAS**, the Developer intends to create the District in order to develop the land in accordance with the Master Land Plan referred to herein and in compliance with all legal requirements of the City and the District;

**WHEREAS**, a portion of the Land is located within the extraterritorial jurisdiction of the City ("ETJ") and a portion of the Land is located within the corporate limits of the City;

**WHEREAS**, the City has determined that, pursuant to the terms of this Agreement, the creation of the District will benefit the environment and the public health, safety and welfare of its citizens;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

**ARTICLE I DEFINITIONS**

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement or in the City Rules (as hereinafter defined), the following terms and phrases used in this Agreement shall have the meanings set out below.

a. Agreement: This Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development by and between the City and the Developer.

- b. City: The City of Belton, Texas, located in Bell County, Texas.
- c. City Rules: The City Charter, ordinances, rules, regulations, standards adopted by ordinance and any amendments to the City Charter provisions, ordinances, rules, regulations or standards adopted by ordinance that are subsequently adopted by the City.
- d. County: Bell County, Texas.
- e. Design Standards: The standards for development of the Land set forth in **Exhibits "E" and "E-1"**.
- f. Developer: W&B Development II, LLC or its successors and assigns under this Agreement.
- g. District: Bell County Municipal Utility District No. 1 to be created over the Land in the area shown in **Exhibit "B"** save and except the area that will remain within the City limits as shown on **Exhibit B-1**.
- h. Easement: the easement granted by the Developer pursuant to Section 2.01e and Article VII, in the form attached as **Exhibit "C"** unless otherwise agreed to by the parties.
- i. Effective Date: The date this Agreement is approved by the City Council of the City.
- j. ETJ: Extraterritorial jurisdiction.
- k. Facilities: Both the Off-Site Facilities and the On-Site Facilities.
- l. Land: 540 acres of land, more or less, described by metes and bounds on **Exhibit "A"**.
- m. Master Land Plan: The land plan for the Land that is attached as **Exhibit "D"**.
- n. Maximum Bond Authorization: The total amount of bond indebtedness that may be issued by the District under this Agreement, which may not exceed the total amount shown on **Exhibit "G"**, related to bondable infrastructure; provided that the maximum amount as of the effective date of this Agreement shall be increased from time to time using the closest regional consumer price index for construction ("CPI") and provided that the Maximum Bond Authorization may never be less than \$15,500,000.
- o. Notice: Notice as defined in Section 10.01.
- p. Off-Site Facilities: All water and wastewater facilities situated outside of the Land that are reasonably required or necessary to serve the Land constructed between the point of construction to the City's facilities and the Project, which shall comply with

all requirements as described in Section 6.01 and be financed and constructed pursuant to Section 6.03.

q. On-Site Facilities: All water, wastewater and drainage facilities internal to the Land that are necessary to serve the Land and that are financed and constructed pursuant to Section 6.02.

r. Person: An individual human, partnership, co-partnership firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

s. Project: The development of the Land in accordance with the uses set forth herein and in accordance with the Master Land Plan.

t. Retail Public Utility: Any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision or agency operating, maintaining or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation.

u. Term of Agreement: The Term of this Agreement shall be for a period of 40 years beginning on the Effective Date, and as may be renewed as described herein.

v. TCEQ: The Texas Commission on Environmental Quality, or successor agency.

## ARTICLE II. MUNICIPAL UTILITY DISTRICT

### **Section 2.01 Consent to Creation of District and Annexation by District.**

a. The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code for creation of the District over the Land that may exercise all powers granted by Chapters 49 and 54 of the Texas Water Code subject to the terms and conditions of this Agreement. The City has approved the resolution attached as Exhibit "F", consenting to the inclusion of the portions of the Land described on Exhibit "B", save and except the area that will remain within the City limits as shown on Exhibit B-1 within the District subject to the terms, conditions and provisions of this Agreement. The City agrees that this resolution will be deemed to constitute the City's consent to the creation of the District on the Land. No further action is required on the part of the City to evidence its consent; however, the City agrees to provide any additional reasonably required confirmation of its consent that may be required by the Developer or the District if requested to do so.

b. The City shall disannex the area(s) of Land that are to be included within the District shown and described in **Exhibit "B-1"** as land to be disannexed.

c. Pursuant to Section 54.016(e) of the Texas Water Code, the City's consent may contain a restriction on the terms and provisions of the District's bonds and conditions on the sale of that District's bonds as set forth herein in Article IV. The District intends to issue bonds for wastewater system infrastructure, waterworks system infrastructure, service fees, the arterial street shown on the Master Land Plan, drainage and storm water control infrastructure, the On-Site Facilities, its share of the Off-Site Facilities and related soft costs for such infrastructure as permitted pursuant to Chapter 49 of the Water Code and Chapter 54 of the Water Code. To the extent permitted by law, the District shall reimburse the Developer for the costs associated with the construction of such infrastructure necessary to serve the District and any other infrastructure costs that may be reimbursed in accordance with TCEQ rules and regulations and in compliance with this Agreement.

d. The District may not issue bonds for items other than those listed in **Exhibit "G"**, attached hereto and incorporated herein for all purposes, and infrastructure that will be ultimately owned by the District, the City or Dog Ridge WSC, in order to ensure the City is not required to assume debt associated with facilities that will not be owned by the City upon annexation other than facilities owned by Dog Ridge WSC. The District may also issue bonds, provided the total amount of bonds issued by the District shall not exceed the Maximum Bond Authorization, for the purpose of purchasing committed capacity in, or paying for contract rights with the City and related to, water supply or wastewater treatment or collection facilities and services, subject to TCEQ rules and regulations. The District may, in its sole discretion, finance the oversizing of water, sewer, or drainage facilities to serve areas within the Land that are outside the District provided that the requirements of 30 TAC § 293.44(a)(8) are satisfied. The City consents to the Developer taking such action as is authorized by State law to enable the issuance of bonds to fund the costs of the design and construction of the east-west arterial with roundabouts referenced in Section 7.06. The Developer and District agree that bonds may not be issued to fund the cost of any other streets or roadways. It is specifically provided, however, that notwithstanding any other term or provision of this Agreement, the District may not issue a total of more than the Maximum Bond Authorization.

e. Developer shall grant to the City by separate legal instrument and by notation on the plat for each section or phase of the subdivision in the District the Easement over all the streets, utility easements and rights-of-way, whether public or private, shown and set forth and dedicated on the plat of each section or phase in the each subdivision of the District in a form substantially similar to that set forth in **Exhibit "C"**. The Easement document for each section or phase of the subdivision shall be recorded in the real property records of Bell County immediately prior to the time that the final plat for each respective section or phase of each subdivision is recorded. The Easement shall grant and convey to the City an ownership interest in all such streets, utility easements and rights-of-way and the legal authority to require any utility or public service provider, excluding the District, to pay franchise or usage fees, or fees in lieu thereof as provided

by state law, and the authority to provide or contract with third parties to provide services, and to control, manage, regulate, franchise, license and administer the use and occupancy of such streets, easements and rights-of-way by third parties, e.g. utilities, cable television, solid waste and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land, and shall provide that the Developer may not grant such authority to any other person. The Easement shall convey to the City an interest in real property for the City, its licensees, franchisees and permittees, to provide utility and public services, charge and collect fees therefore on the same basis as for public streets within the City, and regulate and control such streets, easements and rights-of way for the purposes described in this Section and Agreement in substantially the same manner that it exercises such authority and power over the streets, easements and rights-of-way located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets, easements and rights-of-way, and to repair, in compliance with City established standards and specifications, all cuts, excavations and damages made by those parties within such streets, easements and rights-of-way. The Easement shall further provide a specific exception that authorizes the District's use of such streets, easements and rights-of-way for water, wastewater and drainage facilities that are constructed, installed, maintained or operated by or on behalf of the District, which exception is not assignable; provided that any political subdivision or retail public utility, other than the District, that owns the water, wastewater, or drainage facilities will be required to obtain a franchise or license from the City, or otherwise make such reports and fee payments as provided by state law for public streets within the City. This subsection is not intended to limit the District's ability to contract with a qualified operator to maintain and operate the water and wastewater facilities, if the City terminates its agreement to maintain and operate the water and wastewater facilities and system.

f. The Parties individually and collectively agree the Easement does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district.

g. The District may not annex any additional property located outside the Land into its boundaries without the prior written consent of the City.

**Section 2.02 Filing of Budget and Audit Report.** The District shall file a copy of its annual audit and a copy of its approved budget for each fiscal year showing projected expenses and revenues with the City Clerk and the City Manager of the City within thirty (30) days after approval of those documents by the District's Board of Directors.

**Section 2.03 Annexation by City.**

a. The Land lies within the city limits and ETJ of the City. The creation of the District and the City's consent thereto, are for the purpose of promoting the orderly development and extension of utility services to the Land.



b. In furtherance of the purposes of this Agreement, the Developer agrees, on behalf of itself, and its successors and assigns, and, upon the District's joinder in this Agreement, the District shall covenant and agree, to the extent allowed by law, that, except upon written consent of the City Council of the City, it shall not: (1) seek or support any effort to incorporate any of the Land, or any part thereof; or (2) advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to incorporate any of the Land, or to include any of the Land within any incorporated entity other than the City, (3) seek or support any effort to remove the Land, or any part thereof, from the ETJ, or advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to remove the Land, or any part thereof, from the ETJ or (4) judicially challenge the validity of any term, provision or condition of this Agreement. The Parties further agree that, if Developer or the District violates the foregoing, that the purpose of this Agreement will be frustrated, and the provisions of Article III will apply; provided that, notwithstanding Article III, the City may in the sole discretion of the City Council, terminate this Agreement.

c. The Developer and District further agree to support and cooperate with the City in the orderly annexation of the Land by the City, as provided in this Agreement. The Parties further agree that, if the Texas Legislature modifies or amends state law in a manner having the effect of limiting or curtailing the City's ability to annex the Land for full purposes in accordance with the provisions of this Agreement, that the purpose of this Agreement will be frustrated, and the provisions of Article III will apply; provided that, notwithstanding Article III, if such legislative action is taken, the City may, in the sole discretion of the City Council, terminate this Agreement. To the extent allowed by law, the City, the Developer and the District further agree that this Agreement controls in the event of a conflict with current or future laws.

d. Before annexation of the District, the City, in the discretion of the City Council and if requested by the District, may negotiate with the District a strategic partnership agreement pursuant to Texas Local Government Code Section 43.0751, under which the District shall become a limited district that owns and maintains the parks and amenities located in the District, with the ability to enforce restrictive covenants. It is acknowledged that creation of a limited district, with separate taxing authority from that of the City, shall require approval by the voters in the District. If such an agreement is proposed, the District shall give reasonable public notice, and all public notice required by law, to the residents of the District. Any limited district that is created shall file its annual budget and audit with the City, and comply with the applicable terms and provisions of this Agreement, in the same manner as is provided for the District.

e. City may annex or dissolve the District, subject to full compliance with state law, on the earlier to occur of one of the following events: (i) 10 years after the Effective Date of this Agreement; or (ii) one hundred percent (100%) by dollar amount of the total road, water, wastewater and drainage facilities for which the District bonds may be authorized ("requisite percentage of District facilities") have been constructed, (iii) Developer has been fully reimbursed by District for District's facilities in accordance with the rules of TCEQ or (iv) default under the Agreement by the Developer or District for which notice and opportunity to cure has been given under Section 9.03.a. and

remains uncured. The annexation process may be completed and the District included within the corporate boundaries of the City at any time permitted above. Unless a limited district is created as set forth above, the District shall be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than 90 days after the effective date of such annexation. Upon the dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

### **ARTICLE III. FRUSTRATION OF PURPOSE**

#### **Section 3.01 Frustration of Purpose.**

a. The Developer agrees, on behalf of itself and its successors and assigns and, upon the District's joinder in this Agreement, the District will covenant and agree, that it will not seek or support, or cause to be sought or supported, legislation, or any legal action, for the purpose of causing, or that causes, any term of this Agreement to be ineffective, invalid, or unenforceable. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is modified in whole or in part as a result of valid, retroactive, mandatory and material modifications or amendments to the underlying statutory authority for this Agreement and such modifications or amendments also limit the City's Charter authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted imposes or results in a material limitation on the authority for this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. It is specifically provided that it will be an incurable default if the City, the Developer, the District or any entity or person in privity with the Developer or the District lobbies, advocates or seeks legislation on behalf of that entity that is inconsistent with the authority for, or the terms of, this Agreement, and the City, the Developer or the District thereafter attempts to rely upon or claim the benefits of such legislation with respect to this Agreement.

b. If one Party contends that a frustration of purpose has occurred as described in Section 2.03.c, or otherwise as provided in this Agreement, that Party shall notify all other Parties in writing of the alleged frustration of purpose and the factual and legal basis for that claim.

c. The Parties agree that upon receipt of notice of an alleged frustration of purpose, the Parties shall meet and confer and attempt to amend or revise the Agreement to accomplish to the greatest degree practical the same purpose and objective of the portions of this Agreement affected by the frustration of purpose.

d. If the Parties cannot agree within 90 days of one Party notifying the other Parties in writing of an alleged frustration of purpose to a mutually agreeable amendment or revision to this Agreement, any Party may thereafter file a court action within 30 days of such notice, seeking a declaration that a frustration of purpose has occurred. If no Party files such an action within 30 days as described above, then no frustration of



purpose shall have occurred, and this Section 3.01 shall be inapplicable unless and until any Party sends another notification pursuant to Section 3.01.c.

e. If a court of competent jurisdiction issues an order, which becomes final because of the exhaustion, or expiration, of all appellate rights ("Final Order"), and which Final Order adjudicates that the Agreement has had its purpose frustrated; then the Parties shall attempt for 90 days to amend or modify this Agreement to the extent necessary to address the frustration of purpose declared by the Final Order. The Parties agree that they shall attempt to amend or revise this Agreement to the greatest degree practical to accomplish the same purpose and objective of the part of this Agreement that has been frustrated as declared by the court or arbitration panel. If the Parties cannot agree on any such amendment or revision within 90 days from the date of the Final Order, then any Party may:

- (i) Terminate this Agreement, and this Agreement will no longer apply to the Land. It is the intent of the Parties that, to the extent allowed by law, the Land shall return to its jurisdictional status as the property existed on the date immediately before the Effective Date of this Agreement.
- (ii) Notwithstanding Section 3.01.e.(i) above, any portion of the Land that has not yet been annexed, but for which wastewater service or water service has been made available or for which wastewater service or water service is planned and for which a contract has been awarded for construction of infrastructure to provide wastewater service or water service to that portion of the Land, the City may annex such areas after termination of this Agreement pursuant to this Section 3.01; and
- (iii) If this Agreement is not terminated by any Party within 60 days after such 90 day post final judgment, amendment or revision period, the City may, at its sole option, proceed to annex for full purposes those portions of the Land that have not been previously annexed for full purposes.

#### **ARTICLE IV. ISSUANCE OF BONDS**

**Section 4.01 Purposes.** Subject to the limitations set forth in Section 2.01, the District may issue bonds or notes for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, or contract rights, necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (d) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code; and (e) design, acquire, construct, finance, and convey the arterial street and roundabouts

referenced in Section 7.06 to the City or the County, as applicable, for operation and maintenance as authorized pursuant to Section 54.234 of the Texas Water Code. The District may reimburse the Developer up to the Maximum Bond Authorization and for purposes only as authorized by TCEQ rules and regulations. The District will structure the amortization of each bond series it issues in a manner which, when compared with any previously issued bonds of the District and the District's anticipated net taxable assessed valuation, will target a total District tax rate of \$0.85 per \$100 property valuation.

**Section 4.02 Notice to City.** The District may issue bonds and notes, including bond anticipation notes and revenue notes, only after notifying the City of its intention to do so as provided in Section 4.03 and at least 30 days before the anticipated date of execution of the proposed bond or note purchase agreement.

**Section 4.03 Notice of Bond Sale.** Except as provided in Section 4.06, at least 30 days before submission of an application for the approval of the District's issuance of any bonds, to the TCEQ or its successor agency, the District will deliver a notice to the City containing: (a) the amount of bonds being proposed for issuance; (b) a description of the projects to be funded by the bonds; and (c) the date that the bonds will finally mature and be paid in full. For bonds not subject to City review or approval described in Section 4.06, at least seven days before submission of an application for approval of the issuance of the bonds to the Attorney General, the District will deliver a notice to the City containing (a) the amount of the bonds being proposed for issuance; (b) a description of bonds to be refunded; and (c) the expected debt service savings.

**Section 4.04 Submittal of Bond Application.** No later than five days after the filing of any bond application with the TCEQ, the District will provide the application to the City. The City shall consent to the issuance of each series of bonds within 30 days of receiving the application, provided that the bonds conform with the requirements of this Agreement and the Developer and District are in compliance with the requirements of this Agreement. The City's consent shall not be unreasonably withheld and shall be deemed given if the City does not consent to, or object to, issuance of the bonds within the required time period.

**Section 4.05 Bond Objections.** Any City objection to the bonds must (a) be in writing, (b) be given to the District within 30 days from the date of the City's receipt of the district's notice under Section 4.03 of this Agreement; (c) be signed by the city manager or finance director of the City, and (d) specifically identify non-compliance or default and reference the provision in this Agreement that applies. If a City objection is made as required by this Section, the City and the District will use good faith efforts to resolve the City objection within 30 days, during which time the District will not proceed with the sale of the Bonds to which the City objection applies.

**Section 4.06 Sale of Bonds or Notes.** The District may proceed to obtain the necessary authorization for issuance of its bonds or notes for the financing of the purchase or construction of its road, water, wastewater and drainage facilities before or simultaneously with the issuance of bonds or notes for any other purposes. Anything in this Article IV to the contrary notwithstanding, no City review or approval shall be required in connection with: (a) an advance bond or note refunding that (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) achieves a net present value savings of at least three percent, and (3)

has savings that are substantially or fairly uniform over each maturity of bonds or notes being refunded; or (b) any current bond or note refunding that (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) achieves a net present value savings, and (3) has savings that are substantially or fairly uniform over each maturity of bonds or notes being refunded. It is specifically agreed that the District's bonds or notes, when issued, may be secured by a pledge of the District's taxes and/or revenues, as required by market conditions at the time of issuance.

**Section 4.07 Official Statements.** Within 30 days after the District closes the sale of any series of Bonds, the District shall deliver a copy of the final official statement for such bonds to the City. If the City requests any additional information regarding the District's bonds, the District will promptly provide the information it has in its files to the City at no cost to the City, but the District will not be required to create any additional schedules, information or documents.

**Section 4.08 Other Funds.** The District may use funds and assets from any other available, lawful sources to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets may include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of that District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to the district.

## **ARTICLE V.**

### **MASTER LAND PLAN, LAND USE AND INFRASTRUCTURE**

**Section 5.01 Land Use and Development.** The Land shall be developed in compliance with the Master Land Plan and Design Standards, or, as Developer may elect in its sole discretion, the City's then current development standards, including any variances granted by City to a similar development, related to masonry and landscaping conditions affecting requirements similar to those listed in the Design Standards attached as **Exhibit "E"**, and Preliminary Plats that are approved by the City Council, after having received a recommendation from the Planning & Zoning Commission of the City. The Master Land Plan and Design Standards, and the Preliminary Plats that have been approved by the City Council, may be amended from time to time by Developer with the approval of the City Council after having received a recommendation from the Planning and Zoning Commission.

a. Developer shall submit and the City Council, after receiving a recommendation from the Planning and Zoning Commission, shall as appropriate and consistent with this Agreement, approve the General Development Plan, with a Roadway and Off-Site Utility Plan as shown on **Exhibit "H"**, in accordance with the City's subdivision procedures, Section 302.03; provided that location of Off-Site Utilities shall be subject to engineering plans approved by the City. The General Development Plan shall conform to the general land use plan and the general site plan and land use table. Following approval of the General Development Plan by the City Council, Developer shall submit the Preliminary Plat for development, and then each final plat phase may be submitted for approval by the City Council, in accordance with the City's subdivision

regulations, which shall both be approved by the City if they are substantially consistent with **Exhibit "H"** and the Master Development Plan.

b. All development within the Land shall comply with the density and number of acres proposed for each type of land use set forth in the Land Use Table on the Master Land Plan, provided such densities and uses may be relocated within the Land subject to approval of the City Manager, or the City Council if the Developer requests that the Council consider the relocation, neither of which approvals shall be unreasonably withheld, with the City Council's approval.

c. All development within the Land shall comply with the subdivision platting requirements set forth in the City Rules, unless specifically provided otherwise in this Agreement. The Developer is authorized to develop the Land in phases and to create, activate, develop and build-out the Land in a progressive and orderly manner, as approved by the City.

d. The City agrees that this Agreement constitutes approval of the variances from the City Rules that are necessary to construct the road system in accordance with the specific items, alignments or characteristics shown on the Roadway and Off-Site Utility Plan and the Master Land Plan attached as exhibits to this Agreement.

#### **Section 5.02 Design Standards, Permitting and Platting.**

a. The Design Standards. Developer shall submit elevation plans and pay a \$100 plan review fee before construction begins on any structure within the District. The City shall review and approve or object to the elevation plans regarding compliance with the Design Standards within three working days of receipt, or such plans shall be deemed approved and construction may commence. Developer shall also submit a \$100 inspection fee when the elevation plans are first submitted. The City shall have no duty to make any inspection for compliance with the approved elevation plans. The City shall inspect any construction within the District for compliance with the approved elevation plans within three days after notification of completion of construction or such construction shall be deemed approved. If the construction does not comply with the approved building plans, the City and the District will not be obligated to provide a water service connection for that structure until the non-compliance is corrected and approved by the City.

b. Plats. All detached single family house lots shall be a minimum of 5000 square feet in area, have a minimum width of 50 feet and a minimum depth of 100 feet.

c. Restrictive Covenants. Developer shall file restrictive covenants for the land and each phase or section of the development in conformance with all conditions stated in this Section to provide the opportunity for compelling compliance of these Design Standards by individual property owners. Developer shall provide the City with a period of fifteen (15) calendar days to review and approve the restrictive covenants proposed to be filed by Developer. The City Manager may reject or request revision of any specific provision applicable to a standard or performance the City is entitled to rely

upon pursuant to this Agreement; provided the City Manager will not unreasonably withhold approval and will meet and confer with the Developer regarding any objection. If an objection by the City Manager is not resolved with the Developer, the Developer may appeal to the City Council. The City shall have authority to enforce the provisions of this section.

d. **Building Construction Standards.** All construction shall comply with the Texas State Building Code.

**Section 5.03 Landowner's Right to Continue Development.** In consideration of the Developer's agreements hereunder, the City agrees that it shall not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Land or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Land, except and unless the moratorium is mandated by an agency of the State of Texas or the United States. The City will not, however, be in default based upon the imposition of temporary moratoria due to an emergency constituting an imminent threat to the public health or safety, provided that any such moratorium shall continue with respect to the Land only during the duration of the emergency.

**Section 5.04 Review and Submittal Fees.** Developer agrees to timely pay the City's standard plat application fees, plan review fees and inspection fees and such other fees as set forth in the City's Rules.

## **ARTICLE VI.**

### **UTILITY DESIGN, CONSTRUCTION AND OPERATION**

#### **Section 6.01 Utility Design.**

a. All water and wastewater lines will be designed for extension from the City utility system to the District property by the Developer or the District.

b. The Developer or the District, will design the Off-Site and On-Site Facilities for mutual benefit of the City. Final water and wastewater line alignment is subject to engineering analysis and approval by the City which shall not be unreasonably withheld. The City may request that the Off-Site Facilities be oversized to serve future City needs, provided that the City will pay for the incremental costs of any oversizing. Developer and the City acknowledge and agree that the Developer's total costs to construct oversized lines shall be limited to an amount equal to or less than the amount Developer would have been required to pay to construct facilities necessary to serve only the District, but for the City's requirement that the lines be oversized. The cost to be paid by the City for any oversizing required by the City will be limited to the difference between the bids received for the line required to be constructed by Developer and an alternate bid for the oversized line. The City's ability to oversize Off-Site Facilities is a key factor in the City's decision to consent to creation of the District.



## **Section 6.02 Construction of On-Site Facilities.**

a. The Developer or the District shall construct all On-Site Facilities that are necessary to serve the Land, including the wastewater system and all piping, manholes, and lift stations, and the water system and all piping, valves, and hydrants, within designated easements or rights of way. The wastewater system shall be sufficient to serve each platted lot and the water system shall be installed up to each customer's side of the meter.

b. The On-Site Facilities shall be constructed, installed, operated and maintained in compliance with the City Rules and all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld.

## **Section 6.03 Construction of Off-Site Facilities.**

a. The Developer or the District shall be responsible for the construction of the Off-Site Facilities that are necessary to serve the Project with sufficient volumes and pressure, including but not limited to, the water system, including all piping, valves, and hydrants; and the wastewater system, including all piping, manholes, and lift stations.

b. The Off-Site Facilities shall be designed in accordance with the City Rules and requirements as well as those of any other governmental agency with jurisdiction. The Off-Site Facilities shall be constructed, installed, operated and maintained in compliance with all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld. If the City requires the Developer to connect the Off-Site Facilities to a location other than the connection point shown on **Exhibit "H"**, the Developer shall not be obligated to pay any costs in excess of the amount that would have been required to construct those facilities as shown on those plans. In addition, the Developer or District may not be required to pay for any improvements to the City's existing utility systems unless specifically required by this Agreement.

c. Upon receipt of a written request from the Developer, the City shall acquire any and all easements necessary to construct the Off-Site Facilities. If so requested, the City shall act expeditiously and make a good faith effort to acquire the easement within 180 days, upon Developer's agreement to fund the related costs and expenses. Subject to Developer's prior written consent and agreement, Developer will pay for the costs incurred by the City for acquisition of the easements plus the City's costs of condemnation, if applicable. Developer shall from time to time deposit funds with the City sufficient to fund and pay costs incurred and costs reasonably budgeted by the City for right-of-way acquisition costs.

d. The Off-Site water and wastewater lines, pipes and facilities shall connect to the existing City system at a location established by the City in consultation with the Developer. The City shall coordinate such connection points with Developer and the line capacity at the points of connection shall be considered. To the extent practicable, as

determined by the City in consultation with Developer, the lines and pipes connecting the existing City utility systems to the Land shall be installed and constructed adjacent to or within existing public roads and easements. There are two possible points for connection to the City's water system and only one reasonably possible point for connection to the City's wastewater system.

**Section 6.04 Reimbursement of Costs for Facilities and Infrastructure.** The District may reimburse the Developer for its cost of design and construction of any On-Site Facilities constructed by the Developer on behalf of that District, costs incurred for construction of roads including the arterial street and roundabouts referenced in Section 7.6, and Off-Site Facilities each to the extent authorized by TCEQ, this Agreement, and applicable statutes. To the extent the District is not permitted to reimburse the Developer for any On-Site Facilities, roads, or the Off-Site Facilities the Developer shall dedicate such facilities or infrastructure to the District without compensation.

**Section 6.05 Ownership, Operation and Maintenance of Facilities and Utility Service by City.**

a. The On-Site and Off-Site Facilities must be conveyed to the District at the time that District issues bonds and reimburses the Developer for the costs of those facilities. Immediately thereafter, the District shall convey the Facilities, to the extent permitted by law, to the City, and the City shall accept the Facilities, for ownership, operation and maintenance. The City shall thereafter own, operate and maintain the On-Site Facilities and the Off-Site Facilities.

b. Unless prohibited from doing so by state law within that part of the District, if any, that is within the Dog Ridge WSC Certificate of Convenience and Necessity, the City shall be the retail provider and provide continuous and adequate water and sewer service to the Land in quantities sufficient to meet the needs of the Project and at the rates and fees charged for out of city service as determined from time to time by the City. If the City is prohibited by law from being the retail provider within that part of the Land, if any, that is within the Dog Ridge WSC Certificate of Convenience and Necessity, the City will nevertheless be the retail provider to all areas of the Land that are not within the Dog Ridge WSC Certificate of Convenience and Necessity. The City may not charge Developer or landowners within the District impact fees for connection to the City's water or sewer system. Taps and meters installed by the City shall be assessed a fee as established by the City. The City may increase its meter fee as it determines necessary to fund and pay for radio read meters.

c. The District agrees to cooperate with the City to try to obtain the release of any certificated water service area of Dog Ridge Water Supply Corporation over any of the Land so that the City may provide retail water service to such areas without contest. The City and the District and the Developer may enter into a separate agreement regarding all costs and expenses incurred by the City to obtain the release of certificated service area by DRWSC.



d. Until the Facilities are conveyed to the City for ownership, operation and maintenance as provided in Section 6.05.a., the Developer and the Districts shall lease to the City, and the City shall lease from the District, all Facilities constructed to serve the Land. The lease amount shall be \$1.00 per year.

e. Developer and the District agree that radio read meters shall be required and installed for each water connection within the District.

**Section 6.06** Improvements to Rocking M. Lane. Developer shall grade and prepare with crushed limestone base 27 feet wide and provide a twenty-five foot double penetration/seal coat travel surface of Rocking M Lane from Auction Barn Road to the District's northern boundary line within two years from the completion and acceptance of the first round-a-bout on the arterial described in Section 7.06. Developer shall dedicate at least a fifty foot (50') of right-of-way to the City after completion of the improvements and City shall accept the dedication

## **ARTICLE VII.**

### **ADDITIONAL AGREEMENTS BETWEEN THE DISTRICT AND THE CITY**

**Section 7.01 Additional Agreements.** To the fullest extent not inconsistent with authority granted by state law, including, but not limited to, Chapter 791, Tex. Gov't. Code, and Chapters 49 and 54, Tex. Water Code, as amended, the District and the City further contract, covenant and agree as provided in this Article VII.

**Section 7.02 Easement to the City.** The District acknowledges the Easement(s) that the Developer shall convey to the City pursuant to Section 2.01.e. of this Agreement; the Developer's agreement to grant and convey the Easement(s) is lawful and an enforceable obligation of the Developer; and that the Easement(s) shall be valid and legally enforceable when and as granted and conveyed.

**Section 7.03 Use of Right-of-Ways.** During the term of this Agreement the City shall have the contract right and obligation to administer, manage, regulate and control the use and the occupation by third parties of the public and private streets and rights of way within the Land, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land or the City to the same extent such use and occupation is managed within the City. No third party, other than the District shall use or occupy any public or private street or right of way within the Land for the purpose of providing any abutting, or adjoining property, or any other property within the City or the Land, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise, permit or license from the City, except as specifically provided otherwise by state law as referenced below. The City may require each such third party to obtain a franchise, license or permit from the City; pay franchise, permit and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City under this Section 7.03. Franchise, permit, license and use fees payable and paid by such third parties shall be the sole consideration receivable by and payable to the City for the services to be provided by the City under this Section 7.03. Such fees and charges shall be the same fees and charges established by State law

or by a franchise, permit or license issued by the City for the use and occupancy of streets within the City by third parties. This section does not apply to water, sewer or drainage facilities that are constructed, installed, maintained or operated by or on behalf of the District, subject to the limitations set forth in Section 7.03a. The provisions of the City Charter of the City and the ordinances adopted pursuant thereto permitting the use and occupancy of public streets to enable a third party to provide services to the public and by this Agreement extended to and shall be applicable all public and private streets and right of way within the Land; provided that no amendment of such ordinance that limits or interferes with the Developer's or Districts rights under this Agreement shall be applicable within the Land before a written consent is given by the District, and the Developer as applicable. Notwithstanding Section 7.02 or this Section 7.03, the City shall have no authority, responsibility or duty to adopt, establish or enforce any traffic codes within the Land, nor to design, construct, improve or repair any street or public right of way within the Land; provided that the City shall cause the above-referenced third parties to repair all cuts, excavations and damages by them to the streets and rights of way in accordance with City standards. The District is not responsible for enforcing this section, but if the District finds that any such above-referenced third party is using or occupying the streets and rights of way of the Land without prior notice to and authorization of the City, the District shall promptly notify the City, require such party to contact the City, and reasonably support the City's enforcement of this Section 7.03. The district shall use reasonable efforts to require any utility, telecommunications provider or service provider that is required by State law to report to a State agency the revenues it receives within the boundaries of a city and that provides service within the District, to report such revenues and services as being provided within the corporate limits of the City.

a. A franchise fee shall not be imposed on water, sewer or drainage facilities that are constructed, installed, maintained or operated by, on behalf of or for the benefit of the District; provided that any political subdivision or retail public utility, other than the District, that owns the water, wastewater, or drainage facilities shall be required to obtain a franchise or license from the City. This subsection is not intended to limit the District's ability to contract with a qualified operator to maintain and operate the water and wastewater facilities, if the City terminates its agreement to maintain and operate the water and wastewater facilities and system.

**Section 7.04 Alternative Provisions if Section 7.03 Invalid.** The terms and provisions of this Section 7.04 shall be and become in effect only if, and to the extent, Section 7.03 is held invalid by a competent court of last resort. If Section 7.03 above is so held invalid, then, in that event, the terms and provisions of this Section 7.04 shall automatically be and become in effect and applicable to the Section, contract, services, terms or conditions held invalid in Section 7.03.

a. The City is designated as the administrative agency responsible for providing, contracting for, administering and managing the services and functions provided for in this Section 7.04.

b. To the extent that the City's right does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district and reimbursement for costs of certain roads, the City shall have the right and obligation to administer, manage, regulate and control the use and the occupation by third parties of the public and private streets and rights of way within the Land, for the purpose of providing any service

or product to the Land or to any other property within the Land or the City. No third party, other than the District, shall use or occupy any public or private street or right of way within the Land for the purpose of providing to the Land, or any other property within the Land, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise, permit or license from the City, except as specifically provided otherwise by state law.

(i) The City may require each such third party to obtain a franchise, license or permit from the City; pay franchise, permit and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City. Franchise, license and use fees payable and paid by such third parties shall be the sole consideration receivable by and payable to the City for the services to be provided by the City under this Section 7.04. Such fees and charges shall be the same fees and charges established by State law or by a franchise, permit or license issued by the City for the use and occupancy of streets within the City by third parties. The provisions of the City Charter of the City and the ordinances adopted pursuant thereto permitting the use and occupancy of public streets to enable a third party to provide services to the public are, by this Agreement, extended to and shall be applicable to all public and private streets and right of way within the district.

(ii) Notwithstanding the foregoing, the City shall have no authority, responsibility or duty to adopt, establish or enforce any traffic codes within the Land, nor to design, construct, improve or repair any street or public right of way within the Land; provided that the City shall cause the above-referenced third parties to repair all cuts, excavations and damages by them to the streets and rights of way in accordance with City standards. The district is not responsible for enforcing this section, but if it finds that any such above referenced third party is using or occupying the streets and rights of way of the District without prior notice to and authorization of the City, the District shall promptly notify the City, require such party to contact the City, and reasonably support the City's enforcement of this Section 7.04. The District shall use reasonable efforts to require any utility, telecommunications provider or service provider that is required by State law to report to a State agency the revenues it receives within the boundaries of a city and that provides service within the District, to report such revenues and services as being provided within the corporate limits of the City.

- (iii) A franchise, license or use fee shall not be imposed on water, sewer or drainage facilities that are constructed, installed, maintained or operated by, on behalf of or for the benefit of the District, subject to the limitations set forth in Section 7.03.

c. The initial term of the agreements set forth in this Section 7.04 shall begin on the respective date, or dates, that Section 7.03 is finally held invalid by a competent court of last resort and in such event, shall extend from such date to the next following September 30th (the "Initial Term"). From and after the Initial Term, the covenants and agreements set forth in this Section 7.04 shall be, respectively and individually, renewable annually, for a term of one year each, effective as of the first day of October of each year (the "Extended Term"), by the City and the District continuing to accept the benefits of the subsections of this Section 7.04, and providing for the same in their respective budgets or operating plan. Either the City or the District may terminate any covenant or agreement set forth in this Section 7.04 by giving at least 180 days prior written notice of termination to the other party.

**Section 7.05 Failure to Comply with Franchise Provisions.** Notwithstanding any other term or provision of this Agreement whatsoever, if the District shall legally challenge, or fail or refuse to continue in effect or comply with, Section 7.03 or Section 7.04, or shall default in performance of this Agreement and fail or refuse to cure such default within 90 days, or shall otherwise terminate any services or authority of the City under Section 7.03 or Section 7.04, the City may, by giving at least 180 days prior written notice and opportunity to cure to the District at anytime thereafter, annex, abolish and dissolve the District.

**Section 7.06 Arterial Street Alignment.** The City concurs with the general alignment and functionality of the road system shown on the Master Land Plan, including the proposed arterial street with roundabouts. Developer shall provide at least 120 feet of right of way and at least 37 feet of street pavement section for the proposed arterial beginning at FM 1670 and extending to the eastern boundary of the Land in a manner and alignment approved by the City. The City will approve requested roundabouts in conjunction with subdivision plat approval. The proposed arterial shall be completed from FM 1670 to the eastern boundary of the Land in phases as the abutting portions of the Land are platted and in any event before the date of the last bond issuance for reimbursement to the Developer. The arterial shall be constructed in logical phases, which shall be subject to City approval.

**Section 7.07 City Right of Way Acquisition.** The City will use its reasonable, good faith and continuing efforts to obtain the right of way necessary to connect the arterial street described in Section 7.6 from its Eastern terminus to Shanklin Road, within a reasonable period of time.

**Section 7.08 Trails within Land.** The Developer and the District may install and maintain trails along arterial and collector streets in lieu of complying with any requirements to install sidewalks. Sidewalks will be installed in retail, commercial and multi-family areas, and as reasonably required to connect the trail system.

**Section 7.09 Other City Services.** The City is not required to provide any services to the Land or the District before annexation unless specifically set forth in this Agreement.



**Section 7.10 Annual Updates to the City.** The District shall provide the City with annual updates no later than January 1 of each year describing the prior calendar year's activities, building schedules and bond issues.

**Section 7.11 Fees.** The City may not charge any fees to the Developer or the District that are not specifically set forth in this Agreement.

**Section 7.12 Additional Terms and Provisions.** The terms and provisions of this Article VII are in addition to and not in lieu of the rights and authority of the City pursuant to the Easement(s) referenced and described in Section 2.01.e.

**Section 7.13 Execution of Agreement.** Notwithstanding any other term or provision of this Agreement whatsoever, if the District does not execute and deliver this Agreement within three (3) calendar months after the date the District is created and the initial directors qualify to serve, this Agreement shall terminate and expire with respect to that District, and the City may dissolve the District if it that fails to execute this Agreement.

## **ARTICLE VIII. AUTHORITY**

This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code. Subject to compliance with the terms of this Agreement, the Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the some of the Land; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the authorized uses and development of the Land after annexation subject to the applicable law; and provide other lawful terms and considerations relating to the Land.

## **ARTICLE IX. TERM, ASSIGNMENT AND REMEDIES**

### **Section 9.01 Term.**

a. As between the City and the Developer, the term of this Agreement shall commence on the Effective Date and continue for 40 years thereafter, subject to Section 7.04, and unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and the Developer. Upon the expiration of such 40 year period, this Agreement may be extended, at the Developer's request and with the then existing District's approval and with City Council approval.

b. As between the City and the District, the term of this Agreement shall commence on the date that the District's Board of Directors executes this Agreement, and the District is thereby considered to join this Agreement as a party and shall continue as such for a term that expires 40 years after the Effective Date, subject to compliance with the terms of this Agreement, unless the District is annexed by the City on an earlier date. To evidence its joinder to this Agreement, the District shall approve and execute this Agreement on the day a quorum of the Board of Directors qualifies for office and the Board conducts its first meeting and shall provide a copy of the signed Agreement to the

City and to the Developer; provided, however, that the Board of Directors' failure to approve and execute or provide a copy of the Agreement to the other Parties on the date set forth above shall not nullify the District's joinder to this Agreement.

### **Section 9.02 Assignment.**

a. The rights and obligations of the Developer under this Agreement may only be assigned by the Developer to a subsequent developer of all or a portion of the Land with the City's prior written consent, which will not be unreasonably withheld. Any such assignment shall only be effective if it is in writing, specifically sets forth the assigned rights and obligations, is approved by the City Council of the City, is executed by the assignee, and an executed copy is delivered to the City. The Developer is specifically authorized to assign or partially assign this Agreement as to the Land to the District upon its creation, provided that the City is notified in advance, in writing, of such pending assignment.

b. This Agreement is not intended to be binding upon, or create any encumbrance to title as to any ultimate consumer who purchases a fully developed and improved lot within the Land; provided, however, that every grantee shall be put on notice and take the property subject to the City's rights set forth herein, including but not limited to, annexation by the City as planned in the future, City development standards, City easements, City franchises, and other agreements referenced herein.

### **Section 9.03 Remedies.**

a. In the event of default by any party, a non-defaulting party may give the defaulting party written notice specifying the default (the "Notice"). If the defaulting party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within 30 days after receipt of the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 30 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, then the other party shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement or such non-defaulting party may pursue any remedy available at law or in equity including, but not limited to, the termination of this Agreement; however, any such remedy shall not revoke the City's consent to the creation of the District.

b. The non-defaulting party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all reasonable expenses incurred by the non-defaulting party.

c. In furtherance of the purposes of this Agreement, the City agrees, to the extent allowed by law, that, except upon written consent of the Developer and District, it shall not: (1) judicially challenge the validity of any term, provision or condition of this Agreement or (2) seek or support, or encourage others to seek or support, action by the

Texas Legislature to modify or amend state law in a manner having the effect of improving or expanding the City's ability to annex the Land for full purposes in accordance with the provisions of this Agreement. Provided that, the City may agree in writing with the Developer and District that such change in the law does not regard the District and that the City will not rely on any such change in the law to annex the District at anytime inconsistent with this Agreement. The Parties further agree that, if the City violates the foregoing, that the purpose of this Agreement will be frustrated, and the provisions of Article III will apply; provided that, notwithstanding Article III, the Developer or District may in their sole discretion, terminate this Agreement.

#### **Section 9.04 Cooperation.**

a. The City, the Developer, and the District each agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder.

b. The City agrees to cooperate with Developer, at Developer's expense, in connection with any reasonably appropriate waivers, permits or approvals Developer may need or desire from any regulatory authority other than the City in order to carry out the Project.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developer, and the District agrees to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. Developer and District shall assume the all costs associated with their and the City's defense of the claim and will not seek reimbursement from the City for such costs.

d. The Developer and the District agree to cooperate with the City in a timely, business like, reasonably amicable and mutually beneficial manner to accomplish the purposes of this Agreement.

### **ARTICLE X. MISCELLANEOUS PROVISIONS**

**Section 10.01 Notice.** Any notice or other communication given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail shall be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner shall be effective only when received. For purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:



**City:** City of Belton, Texas  
Attn: City Manager  
P. O. Box 120  
Belton, Texas 76513-0120  
Fax: (254) 933-5822

**With copies to:** Knight and Partners  
223 W. Anderson Lane, Suite 105-A  
Austin, Texas 78752  
Attn: Barney L. Knight/Paige Saenz  
Phone: (512) 323-5778  
Fax: (512) 323-5773

John Messer  
City Attorney  
P.O. Box 969  
Belton, Texas 76513  
Fax: (254) 939-0990

**Developer:** W&B Development II, LLC  
c/o Bruce Whitis  
3000 Illinois, Ste. 100  
Phone: (254) 953-5055  
Fax: (254) 953-5057

**With copies to:** John J. Carlton  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Phone: (512) 435-2308  
Fax: (512) 435-2360

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. The Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

#### **Section 10.02 Severability; Waiver.**

a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

b. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

c. It shall be a default under this Agreement for any party to take legislative or judicial action, or to solicit, encourage or recommend that any other party take action, that challenges the validity of any part or provision of this Agreement.

**Section 10.03 Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Bell County, Texas.

**Section 10.04 Entire Agreement.** This Agreement contains the entire agreement of the Parties and includes the other agreements referenced herein. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 10.05 Exhibits, Headings, Construction and Counterparts.** All schedules and exhibits referred to within or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**Section 10.06 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 10.07 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of the Developer. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the Official Public Records of Bell County, Texas.

**Section 10.08 Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A Metes and Bounds Description of the Land**
- Exhibit B Map of Areas to be included in District**
- Exhibit B-1 Disannexation Map**
- Exhibit C Easement**
- Exhibit D Master Land Plan**
- Exhibit E Design Standards and Design Guideline Districts**
- Exhibit E-1 Design Guideline District Map**
- Exhibit F District Consent Resolution**
- Exhibit G List of Bondable Items**
- Exhibit H Roadway and Off-Site Utility Plan**

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

**CITY OF BELTON, TEXAS**

By: Sam A. Listi

Printed Name: Sam A. Listi

Title: City Manager

Date: 12/28/10

**ATTEST:**

Connie Jones

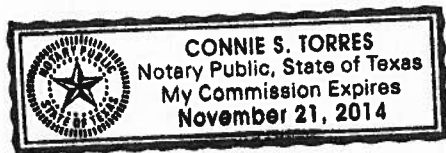
Printed Name: Connie Torres

Title: City Clerk

**STATE OF TEXAS §**

**COUNTY OF BELL §**

This instrument was acknowledged before me the 28 day of December, 2010, by Sam A. Listi, City Manager of the City of Belton, Texas, on behalf of the City.



Connie Jones  
Notary Public – State of Texas

W&B DEVELOPMENT II, LLC

By: \_\_\_\_\_  
Printed Name: Druce Whitis  
Its: President  
Date: 12-30-10

STATE OF TEXAS           §  
                                     §  
COUNTY OF BELL       §

This instrument was acknowledged before me the 30 day of December, 20 10, by Bruce Whitis (Name), President (Title), of W&B Development II, LLC, on behalf of W&B Development II, LLC.



\_\_\_\_\_  
Notary Public- State of Texas

**BELL COUNTY MUNICIPAL UTILITY  
DISTRICT NO.1**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS   §  
                                 §  
COUNTY OF BELL       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of Bell County Municipal Utility District No.1, on behalf of Bell County Municipal Utility District No.1.

\_\_\_\_\_  
Notary Public - State of Texas

**EXHIBIT “A”**

**Metes and Bounds Description of Land**

**(attached)**





EXHIBIT A

**BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1  
539.63 ACRES  
BELL COUNTY, TEXAS**

Being all that certain tract or parcel of land situated in the C. H. Fitch Survey, A-316, the John Lewis Survey, A-512, the S.C. Fitch Survey, A-371, and the Young Williams Survey, A-861, Bell County, Texas, being all of Tract One (called 442.51 acres), Tract Two (called 23.923 acres), and Tract 4 (called 8.440 acres) described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, and all of that certain called 64.7 acre tract described in deed to Whitis Land Investments, Ltd., in Volume 6622, Page 114, Official Records, Bell County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at an iron rod at the southeast corner of said Tract 4 (called 8.440 acres), same being in the north line of said Tract One (called 442.51 acres), also being the southwest corner of Tract Three (called 6.747 acres) also described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, for corner of the herein described tract,

**THENCE** N 17°42'07" E, 444.85 along the west line of said Tract Three and east line of said Tract Two to an iron pipe for corner of the herein described tract;

**THENCE** in a westerly direction along the north line of said Tract Three with the following courses:

1. N 88°11'16" W, 310.38 feet to an iron pipe;
2. S 83°11'40" W, 317.12 feet, to an iron pipe;
3. S 82°58'31" W, 246.70, feet to an iron pipe, for the northwest corner of said Tract Three;

**THENCE** in a southerly direction along the west line of said Tract Three with the following courses:

1. S 10°13'31" W, 26.66 feet;
2. S 29°13'59" E, 10.60 feet;
3. S 01°30'59" E 14.54 feet;
4. S 43°00'42" W, 24.35 feet;
5. S 61°37'21" W, 12.89 feet;
6. S 14°33'54" W, 88.90 feet, to an iron pipe in a fence corner, for an ell corner;

**THENCE** N 71°44'38" W, 190.17 feet, westerly, along a north line of said Tract Three to an iron rod in the north line of said Tract One;

**THENCE** in a westerly direction along the north line of said Tract One with the following courses:

1. N 70°34'14" W, 44.59 feet, an iron rod for corner;
2. N 72°25'22" W, 616.92 feet, an iron rod for corner;
3. N 74°43'06" W, 507.39 feet, an iron rod in the east line of said 64.7 acre tract, for corner;

**THENCE** N 15°55'53" W, 851.78 feet, westerly, along an east line of said 64.7 acre tract to a cedar, for the northeast corner of said 64.7 acre tract;

EXHIBIT A

**THENCE** in a westerly direction a the north line of said 64.7 acre tract with the following courses:

1. N 48°17'37" W, 82.11 feet, a post for corner;
2. N 28°55'27" W, 225.10 feet, a post for corner;
3. N 58°18'37" W, 18.24 feet, an elm for corner;
4. N 75°42'40" W, 266.08 feet, an iron rod for corner;
5. N 75°23'12" W, 237.82 feet, an iron rod for corner;
6. N 73°19'20" W, 164.19 feet, an iron rod for the northeast corner of Lot 5, Block 6, Stoneoak Subdivision, Phase 2, recorded in Cabinet B, Slide 334-B, Plat Records, Bell County, Texas, for corner of the herein described tract;

**THENCE** along the easterly and southerly boundaries of Block 6, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 14°37'25" W, 427.85 feet, an iron rod for corner;
2. S 39°36'49" W, 477.27 feet, an iron rod for corner;
3. S 50°23'11" W, 139.40 feet, an iron rod in the north margin of Stoneoak Dr., for corner;

**THENCE** S 39°36'49" W, 60.00 feet, to an iron rod in the south margin of Stoneoak Dr, for corner;

**THENCE** N 50°23'59" W, 99.90 feet, along the south margin of Stoneoak Dr., to an iron rod for the northeast corner of Block 3, Stoneoak Subdivision, Phase 2, for corner;

**THENCE** along the easterly and southerly boundaries of Block 3, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 39°39'11" W, 139.38 feet, an iron rod for the northeast corner of Lot 5, Block 3, Stoneoak Subdivision, Phase 2, for corner;
2. N 50°23'11" W, 311.48 feet, an iron rod, for corner;
3. N 53°09'02" W, 458.34 feet, an iron rod for the southwest corner of Lot 1, Block 3, Stoneoak Subdivision, Phase 2, same being the southeast corner of Lot 1, Block 1, Stoneoak Subdivision, Phase 1, recorded in Cabinet B, Slide 236-B, Plat Records, Bell County, Texas, for corner;

**THENCE** N 53°50'25" W, 155.91 feet, along the south line of said Lot 1, Block 1, to an iron rod in the east margin of FM 1670, for corner;

**THENCE** S 27°04'56" W, 566.14 feet, along the east margin of FM 1670 for an iron rod in the north line of Lot 6, Block 1, Stoneoak Subdivision, Phase 1, for corner;

**THENCE** along the easterly and southerly boundaries of Lot Lot 6, Block 1, Stoneoak Subdivision, Phase 1, with the following courses:

1. S 53°56'27" E, 155.87 feet, an iron rod for corner;
2. S 27°04'53" W, 145.23 feet, an iron rod for the southeast corner of said Lot 6, Block 1, Stoneoak Subdivision, Phase 1, and corner of the herein described tract;

EXHIBIT A

**THENCE** along the southeasterly along the southerly boundary of said 64.7 acre tract with the following courses:

1. S 56°19'35" E, 696.11 feet, an iron rod, for corner;
2. N 23°01'40" E, 18.36 feet, an iron rod, for corner;
3. S 47°22'19" E, 1346.71 feet, an iron rod, in the west line of said Tract One and an ell corner of the herein described tract;

**THENCE** in a southerly direction along the fenced west line of said Tract One with the following courses:

1. S 45°43'29" W, 521.79 feet, an iron rod, for corner;
2. S 28°59'19" W, 430.76 feet, an iron rod, for corner;
3. S 15°02'24" W, 590.71 feet, a 12" cedar, for corner;
4. S 31°13'21" W, 11.21 feet, a 12" cedar, for corner;
5. S 28°24'41" W, 2.53 feet, an iron rod for the north corner of the called 8.12 acre tract described in deed to the United States of America in Volume 874, Page 283, Deed Records of Bell County, Texas;

**THENCE** S 19°42'32" E, 1187.26 feet, along a east line of said 8.12 acre tract and west line of said Tract One to an iron pipe for the south corner of said 8.12 acre tract, for corner;

**THENCE** S 15°55'45" W, 377.40 feet, along a north west line of said Tract One to an iron pipe for the westerly southwest corner of the herein described tract;

**THENCE** S 78°41'13" E, 2847.43 feet, along a south line of said Tract One and existing fence to an iron pipe in a fence corner, same being an ell corner of the herein described tract;

**THENCE** S 12°34'41" W, 179.99 feet, to a 24" elm for corner;

**THENCE** S 11°10'54" W, 50.44 feet, to an iron spike in the left (north) bank of the Lampasas River for an ell corner of the herein described tract;

**THENCE** in a easterly direction along the south line of said Tract One, south line of said Tract Two, and left bank of the Lampasas River with the following courses:

1. N 59°59'13" E, 199.88 feet, a 20" elm, for corner;
2. N 78°13'20" E, 243.74 feet, a post, for corner;
3. S 69°41'17" E, 41.82 feet, a 20" cottonwood, for the most southerly southeast corner of Tract One, and the southwest corner of said Tract Two, for corner;
4. S 67°06'56" E, 265.25 feet, a 12" elm, for corner;
5. S 58°22'11" E, 253.61 feet, a 16" elm, for corner;
6. S 46°50'39" E, 484.90 feet, a 20" pecan, for corner;
7. S 26°54'16" E, 296.66 feet, a 8" elm, for corner;
8. S 43°48'14" E, 386.96 feet, an iron pipe for the southeast corner of said Tract Two, and southeast corner of the herein described tract;

EXHIBIT A

**THENCE** in a northerly direction along the fenced east line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 14°02'58" E, 599.18 feet, a post, for corner;
2. N 02°07'12" E, 180.92 feet, a post, for corner;
3. N 10°32'57" E, 614.21 feet, a post, for corner;
4. N 49°54'32" E, 229.03 feet, a fence corner post for the northeast corner of said Tract Two;

**THENCE** in a westerly direction along a fenced north line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 72°21'30" W, 39.54 feet, an iron rod, for corner;
2. N 64°20'47" W, 70.85 feet, an iron rod in a fence corner in the east line of said Tract One, for corner of the herein described tract;

**THENCE** in a northerly direction along the fenced east line of said Tract One, and east line of the herein described tract, with the following courses:

1. N 53°59'40" E, 167.20 feet, an iron rod, for corner;
2. N 59°20'36" E, 58.19 feet, an iron rod, for corner;
3. N 62°55'16" E, 71.72 feet, an iron rod, for corner;
4. N 69°11'44" E, 68.89 feet, a an iron rod, for corner;
5. N 62°45'31" E, 112.05 feet, an iron rod, for corner;
6. N 73°56'23" E, 35.96 feet, an iron rod, for corner;
7. N 61°52'10" E, 86.51 feet, an iron rod, for corner;
8. N 51°31'36" E, 274.08 feet, an iron rod, for corner;
9. N 45°30'37" E, 58.94 feet, an iron rod, for corner;
10. N 35°22'34" E, 111.93 feet, an iron rod, for corner;
11. N 24°37'26" E, 55.46 feet, an iron rod, for corner;
12. N 02°52'20" E, 61.55 feet, an iron rod, for corner;
13. N 05°33'08" W, 125.86 feet, an iron rod, for corner;
14. N 42°54'00" W, 25.42 feet, an iron rod, for corner;
15. N 83°42'20" W, 111.89 feet, a post, for corner;
16. N 79°38'56" W, 59.70 feet, an iron rod, for corner;
17. N 12°35'12" E, 319.71 feet, a 14" cedar, for corner;
18. N 03°59'50" E, 60.17 feet, an iron rod, for corner;
19. N 00°04'49" E, 10.78 feet, an iron rod, for corner;
20. N 24°58'14" E, 56.12 feet, an iron rod, for corner;
21. N 12°05'54" E, 554.94 feet, an iron rod, for corner;
22. N 14°09'42" W, 13.29 feet, an iron rod, for corner;
23. N 54°33'04" W, 43.94 feet, an iron rod, for corner;
24. N 67°13'03" W, 67.22 feet, an iron rod, for corner;
25. N 15°57'36" E, 766.87 feet, an iron rod in a fence corner , same being the most easterly northeast corner of said Tract One, for corner of the herein described tract;

EXHIBIT A

**THENCE** N 76°03'02" W, 608.28 feet, along the fenced north line of said Tract One to an iron rod in a fence corner for an ell corner of the herein described tract;

**THENCE** N 16°06'35" E, 385.98 feet, along a fenced east line of said Tract One to an iron pipe in a fence corner for corner;

**THENCE** N 74°31'12" W, 801.90 feet, along a fenced north line of said Tract One to an iron pipe in a fence corner for corner;

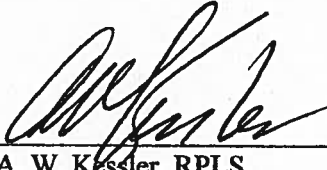
**THENCE** S 16°27'16" W, 399.55 feet, along a fenced line of said Tract One to an iron pipe in a fence corner for corner;

**THENCE** N 71°41'44" W, 1155.49 feet, along a fenced north line of said Tract One to an iron rod for the southeast corner of said Tract Three (called 6.747 acres), for corner;

**THENCE** N 71°42'51" W, 62.25 feet along the south line of said Tract Three and north line of said Tract One to the **PLACE OF BEGINNING** and containing a called mathematical total of 539.63 acres of land, more or less.

**SURVEYOR'S NOTES:**

The above metes and bounds were prepared for illustrative purposes only to encompass the above referenced tracts, is a compilation of the record documents of said tracts, the bearing of which were rotated to north as determined by GPS observations performed by others, and is not to be construed to represent a boundary survey made on the ground by this Surveyor.

 6-30-09  
A. W. Kessler, RPLS







**EXHIBIT "B"**

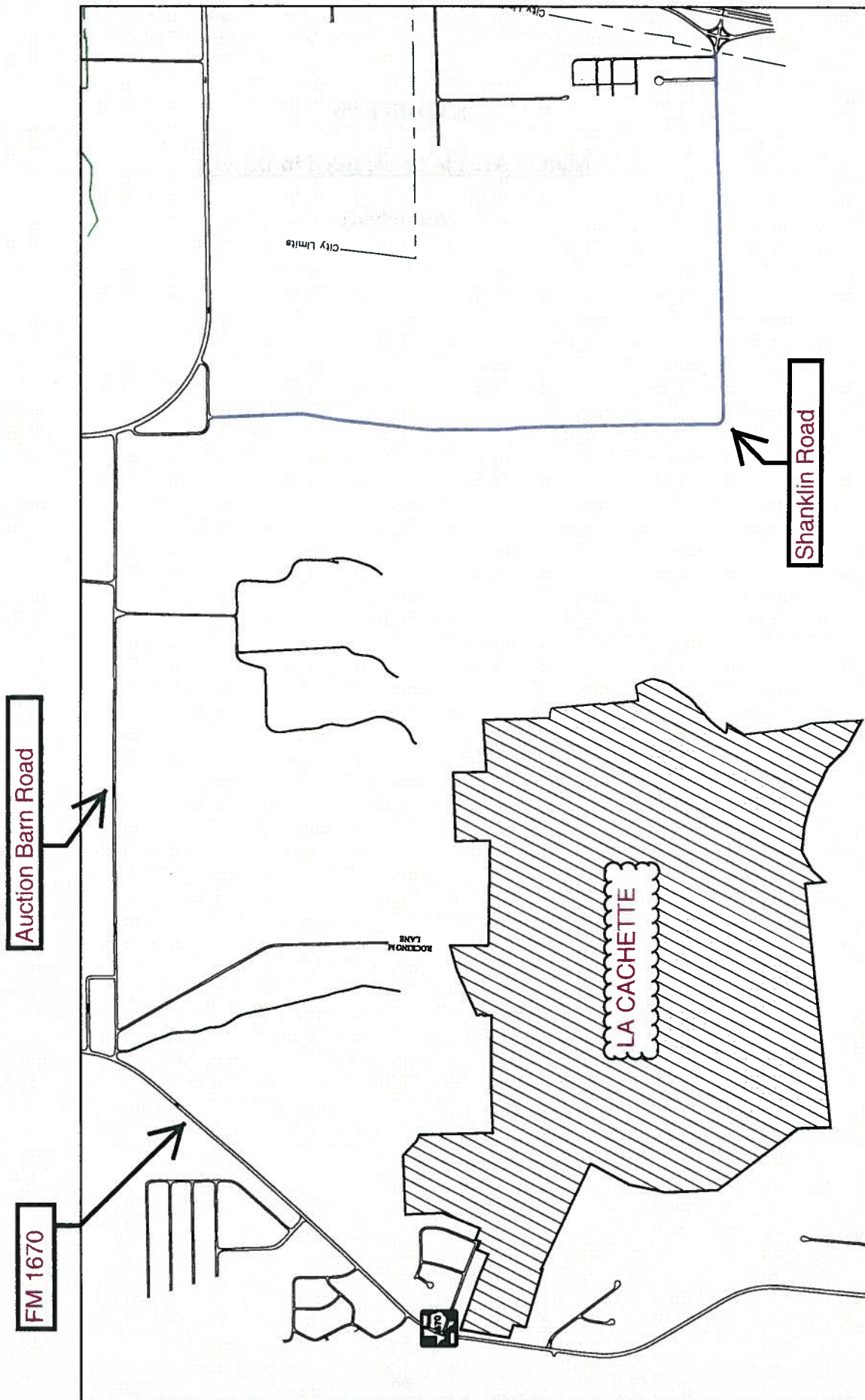
**Map of Area to be included in District**

**(attached)**



## EXHIBIT B

CITY OF BELTON LOCATED  
GENERALLY TO THE NORTH  
AND NORTHEAST OF MAP AREA



**Yalco, LLC**  
2000 Wilshire Ave., Suite 100  
Killeen, TX 76543  
PH (254) 933-3333  
FX (254) 933-6032

**Texas Registered**  
Engineering Firm F-16254

MAP OF AREA  
LA CACHETTE  
CITY OF BELTON, BELL COUNTY, TEXAS

[illegible]



**EXHIBIT "B-1"**

**Disannexation Map**

**(attached)**

CITY OF HOUSTON, TEXAS  
OFFICE OF THE CITY CLERK  
JANUARY 1, 2014

SHANKLIN ROAD

**PARCEL  
BOUNDARIES ARE  
APPROXIMATE**

# LIMITS OF PROPOSED MUD DISTRICT

CROSS HATCH  
REPRESENTS  
DEANNEXATION AREA

SOUTHERN LIMITS OF DEANNEXATION SHALL OFFSET 100 FEET FROM THE SOUTHERN LIMITS OF THE PROPOSED MUD DISTRICT

LAMPASAS RIVER

**CURRENT  
CORPORATE LIMITS  
FOR CITY OF BELTON**

DEANNEXATION AREA  
LA CACHETTE  
CITY OF BELTON, BELL COUNTY, TEXAS



DATE	TIME	LOCATION	OFF	PROJECT IDENTIFICATION
1	1	CONCRETE, 100 S. 4TH		
2	2	CONCRETE, 100 S. 4TH		
3	3	CONCRETE, 100 S. 4TH		
4	4	CONCRETE, 100 S. 4TH		
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**EXHIBIT "C"**

**Easement**

**PUBLIC UTILITY EASEMENT**

DATE: \_\_\_\_\_, 201\_\_

GRANTOR: \_\_\_\_\_

GRANTOR'S MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

GRANTEE: **The City of Belton, Texas**

GRANTEE'S MAILING ADDRESS (including County): \_\_\_\_\_,

**Bell County, TX** \_\_\_\_\_

LIENHOLDER: \_\_\_\_\_

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: The following described property near the City of Belton, Bell County, Texas:

All public and private streets, utility easements, and rights-of-way within the \_\_\_\_\_ Subdivision, Phase \_\_\_\_\_ (the "Subdivision"), a subdivision in Bell County, Texas, according to the map or plat thereof recorded under Document No. \_\_\_\_\_, Plat Records of Bell County, Texas.

GRANTOR, in consideration of the mutual covenants and agreements set forth in that certain Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development between GRANTOR and GRANTEE, dated effective as of \_\_\_\_\_, 2010, as amended (the "Agreement"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a perpetual easement as provided and set forth in the Agreement, including, but not limited to, the easement for:

(i) the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electricity, natural gas, water, sanitary sewer, drainage and/or telecommunications or other such utility services including cable television services and all other municipal services in, upon, under and across such streets and roadways;



(ii) the purpose of providing or causing to be provided solid waste and recycling services, and giving the GRANTEE and its authorized officers and designees uninhibited ingress and egress over, across and through such streets and roadways for the purpose of providing or causing to be provided solid waste and recycling services; and

(iii) GRANTEE to provide utility and public services, to regulate, manage and control the use and occupancy of such public and private streets, utility easements, and rights-of-way, to grant permits, licenses and franchises, and to require third parties to have a permit, license or franchise to provide utility or public services to abutting land and property, or to place, construct, operate, repair, maintain, rebuild, replace, relocate and remove or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electricity, natural gas, water, sanitary sewer, drainage and/or telecommunications or other such utility services including cable television services, solid waste services, and all other municipal services in, upon, under and across such streets and roadways.

By this instrument and for the consideration stated herein, GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, the authority to control, manage, regulate, franchise, license and administer the use and occupancy of such streets and roadways by third parties, e.g. utilities, telecommunications providers, cable television and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Subdivision, in substantially the same manner that the City exercises such authority and power over the streets and roadways located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets and roadways. In consideration of this grant, the City expressly agrees to require all such third parties and franchisees to repair, in compliance with City established ordinances, standards, and specifications, all cuts, excavations and damages made by them to and within such streets and roadways.

This easement is granted by GRANTOR and accepted by GRANTEE subject to the rights of GRANTOR and/or \_\_\_\_\_ District (the "District"), a political subdivision of the State of Texas created pursuant to the Agreement, to utilize the Property for water, wastewater and drainage facilities and such rights are expressly reserved by GRANTOR on behalf of itself and the District. This easement is also granted by GRANTOR and accepted by GRANTEE subject to the rights of GRANTOR, and/or \_\_\_\_\_ District (the "District"), a political subdivision of the State of Texas created pursuant to the Agreement, to utilize the Property for water facilities and such rights are expressly reserved by GRANTOR on behalf of itself and the District. Such use by GRANTOR and/or the District will not be subject to the terms of this easement or to the payment of any franchise, license or permit fee to the City.

The easement, rights and privileges granted hereby are made by GRANTOR and accepted by GRANTEE subject to any and all easements, covenants, rights-of-way, conditions, restrictions, mineral reservations and royalty reservations, if any, relating to the Property, to the extent, but only to the extent the same may still be in force and effect, and shown of record in the Office of the County Clerk of Bell County, Texas, or that may be apparent on the Property as of the date this easement becomes effective as to portions of the Property as provided herein and not inconsistent with the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns forever; and GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under GRANTOR, but no further.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF BELL**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public - State of Texas

**Accepted and Approved:**

**CITY OF BELTON, TEXAS (GRANTEE)**

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

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

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF BELL**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Sam A. Listi, City Manager of the City of Belton, Texas, a Texas municipal corporation, on behalf of said city.

(SEAL)

\_\_\_\_\_  
Notary Public - State of Texas

## JOINDER OF MORTGAGEE

The undersigned ("Mortgagee"), being the present legal and equitable owner and holder of a deed of trust lien against the real property on which the Property (as defined above) is located pursuant to that certain Deed of Trust dated \_\_\_\_\_, executed by \_\_\_\_\_ ("Grantor") and recorded under Document No. \_\_\_\_\_, Official Public Records of Bell County, Texas (as the same may have heretofore been amended, the "Deed of Trust"), does hereby join in the execution of this Public Utility Easement for the limited purpose of confirming Mortgagee's agreement that (a) the execution by Developer of this Public Utility Easement will not constitute a default under the Deed of Trust, or any of the other collateral documents evidencing or securing the indebtedness secured by the Deed of Trust (collectively, the Deed of Trust and such other documents, if any, are referred to herein as the "Security Documents"), and (b) the liens, security interests, assignments and/or other encumbrances effectuated by the Security Documents shall, as to any interest in real property covered by the Security Documents and now or hereinafter considered to be a part of the Property as defined in this Public Utility Easement, in all things be subordinate and inferior to the easement, rights and privileges granted by this Public Utility Easement and the terms, provisions, covenants and conditions set forth herein.

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

STATE OF TEXAS           §  
                                     §  
COUNTY OF BELL       §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a national banking association, on behalf of said national banking association.

(SEAL)

\_\_\_\_\_  
Notary Public - State of Texas

### After recording return to:

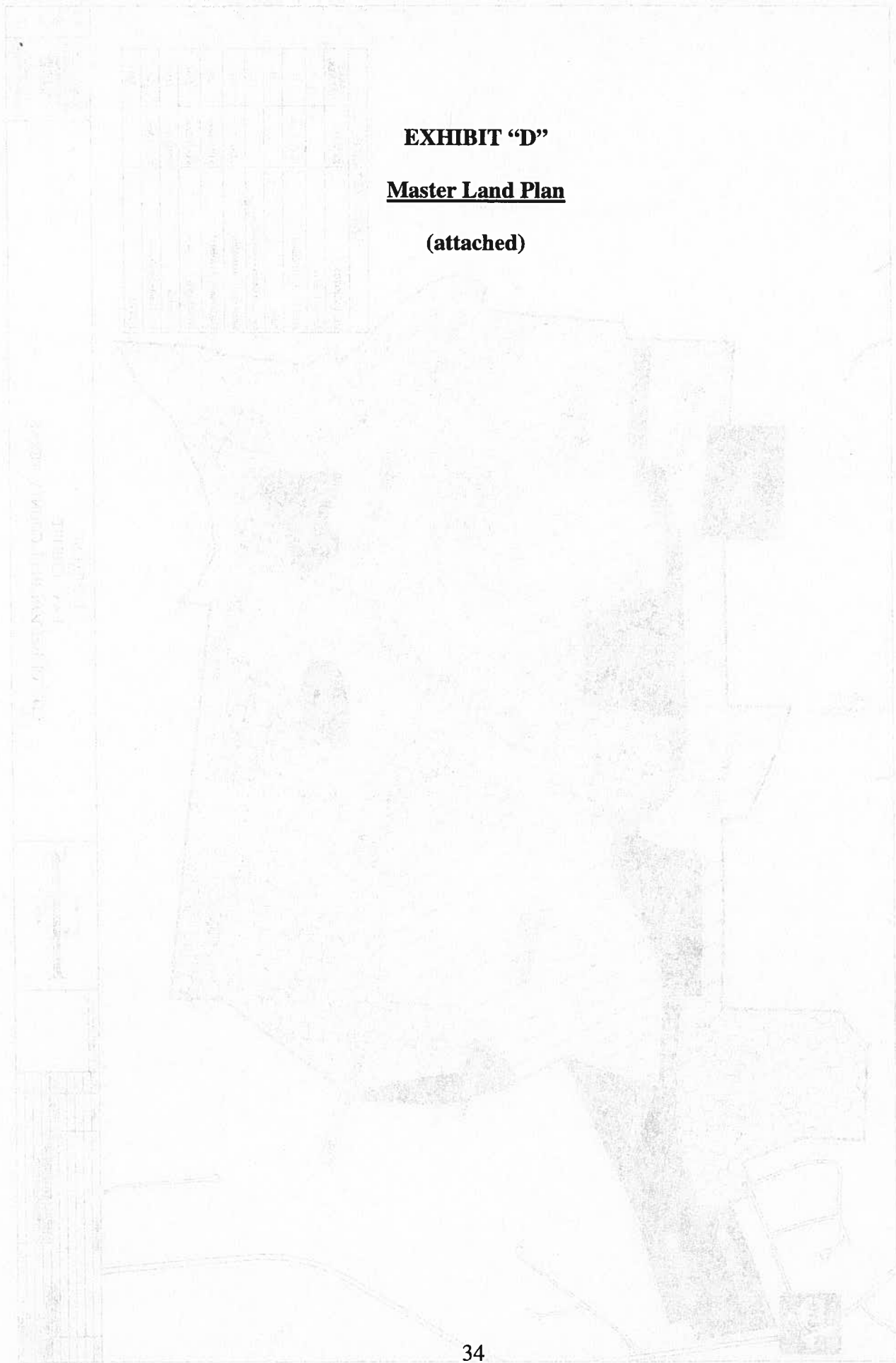
Attn: City Clerk  
City of Belton, Texas  
P.O. Box 120  
Belton, TX 76513-0120

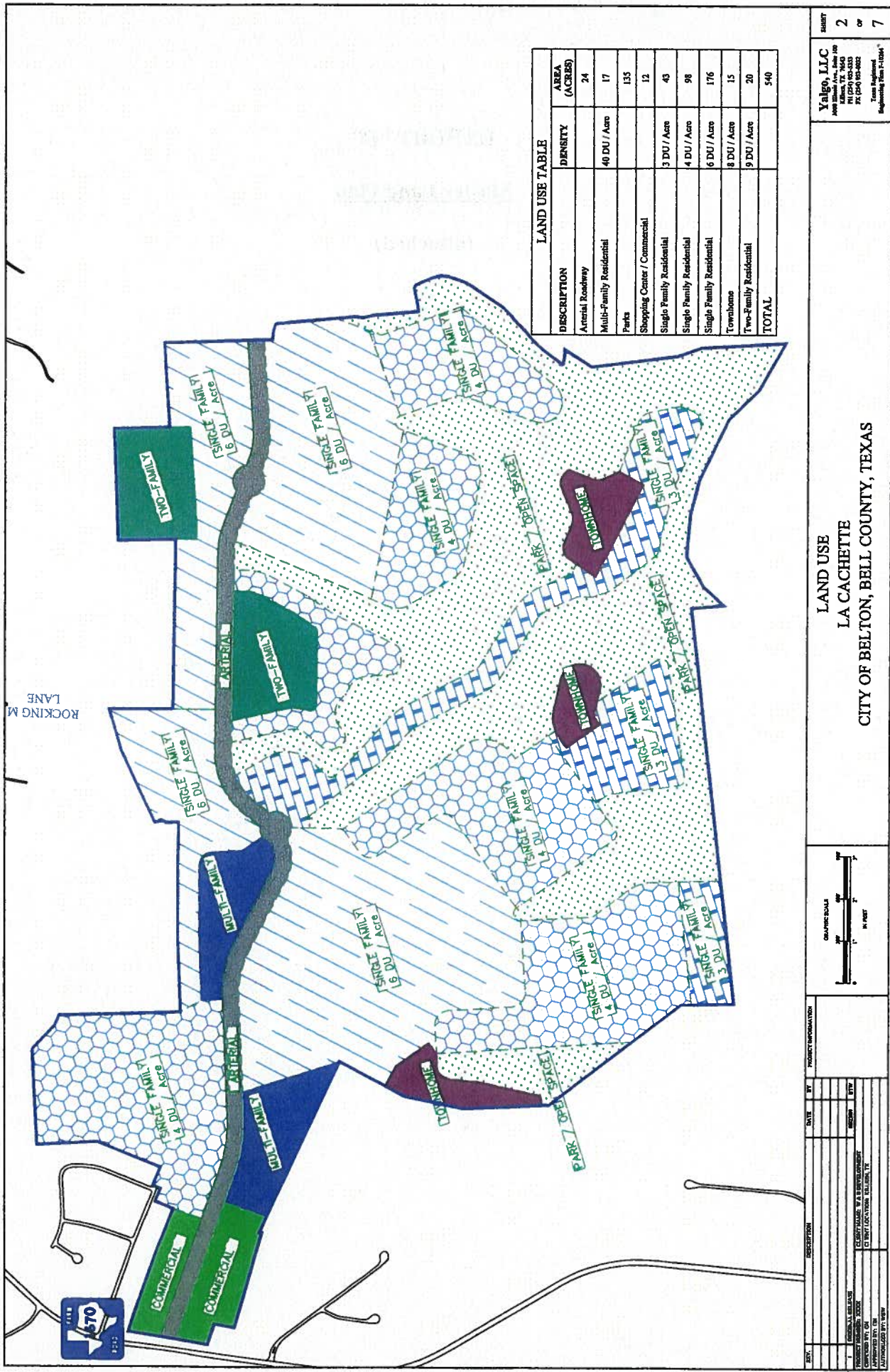


**EXHIBIT "D"**

**Master Land Plan**

**(attached)**





LAND USE TABLE		
DESCRIPTION	DENSITY	AREA (ACRES)
Arterial Roadway		24
Multi-Family Residential	40 DU / Acre	17
Parks		135
Shopping Center / Commercial		12
Single Family Residential	3 DU / Acre	43
Single Family Residential	4 DU / Acre	98
Single Family Residential	6 DU / Acre	176
Townhomes	8 DU / Acre	15
Two-Family Residential	9 DU / Acre	20
<b>TOTAL</b>		<b>540</b>

**Yalco, LLC**  
 3000 Bluffs Ave., Suite 100  
 Austin, TX 78746  
 Tel: (512) 453-4333  
 Fax: (512) 453-4332  
 Term: Registered  
 Registration Form F-1004

PROJECT INFORMATION		DATE		BY	
1	PROJECT NAME: W & S DEVELOPMENT				
2	PROJECT NUMBER: 2002				
3	OWNER: YALCO, LLC				
4	DESIGNED BY: YALCO, LLC				
5	CHECKED BY: YALCO, LLC				
6	APPROVED BY: YALCO, LLC				
7	DATE: 10/1/2002				

## EXHIBIT "E"

### Design Standards and Design Guideline Districts

(attached)



## EXHIBIT E

### **DEFINITIONS**

**Masonry Products:** This shall include the following materials: Hard fired brick, stone, decorative concrete block, concrete pre-cast or tilt-wall panel, three step hard coat stucco, glass blocks or tiles.

**Cementitious Products:** This shall include Hardi Plank-type products and shall allow for lap siding but shall not allow for 4'X8' sheet siding.

**Area Calculations Exclusions:** The following shall not be included in the masonry requirement calculations: windows, doors, gables, walls above roof lines, porches and patios greater than 4' X 8' and other architectural reliefs.

**Fence Relief:** Bump-outs in fence alignments which provide additional area adjacent to arterial ROW. These areas are to be improved with berms, trees and shrubs.

**DBH:** Diameter of tree at breast height.

### **DESIGN DISTRICTS**

#### **Public Space, Arterial Road (Single Family, Two-family & Townhome)**

**Living Unit:** First story of house shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry. Remaining façade to be comprised of cementitious products or equal. More than one-half of all houses shall have a roof pitch of 6:12 or steeper.

**Landscaping:** Top-rail fence with masonry columns shall be placed at turn points and a minimum of every 150 feet. Undulating berms with trees and shrubs shall be placed at fence relief locations.

#### **Semi-Public Space, Collector Road (Single Family, Two-family & Townhome)**

**Living Unit:** For sides of house facing roadway; first story shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry. Remaining façade to be comprised of cementitious products or equal. More than one-half of all houses shall have a roof pitch of 6:12 or steeper.

**Landscaping:** Top-rail fence with masonry columns shall be placed at turn points and at a minimum of every 150 feet. A minimum of one 1.5" DBH tree, three 5-gallon shrubs, and five 1-gallon shrubs shall be placed in the front yard of every house. A minimum of one 1.5" DBH tree shall be placed in the rear yard of every house. Front and side yards, where visible from roadway shall be sodded.

#### **Semi-Private Space, Residential Road (Single Family, Two-family & Townhome)**

**Living Unit:** For sides of house facing roadway; first story shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry. Remaining façade to be comprised of cementitious products or equal. More than one-half of all houses shall have a roof pitch of 6:12 or steeper.

**Landscaping:** A minimum of one 1.5" DBH tree, three 5-gallon shrubs, and five 1-gallon shrubs shall be placed in the front yard of every house. A minimum of one 1.5" DBH tree shall be placed in the rear yard of every house. Front and side yards, where visible from roadway shall be sodded.

#### **Multi-Family**

**Living Unit:** First story of sides facing roadway shall be a minimum of 90% masonry.

**Landscaping:** A minimum of five 1.5" DBH trees, fifteen 5-gallon shrubs, and twenty 1-gallon shrubs per acre shall be required. All yards shall be sodded.

#### **Commercial**

**Structure:** For sides of structure facing roadway; first story shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry.

**Landscaping:** A minimum of four 1.5" DBH trees, ten 5-gallon shrubs, and fifteen 1-gallon shrubs per acre shall be required. All yards shall be sodded. No more than 50% of the trees and shrubs shall be from the same species. All landscaping shall be separated from vehicular use areas by a barrier. Landscaping shall not obstruct view of vehicular traffic.

### **NOTES**

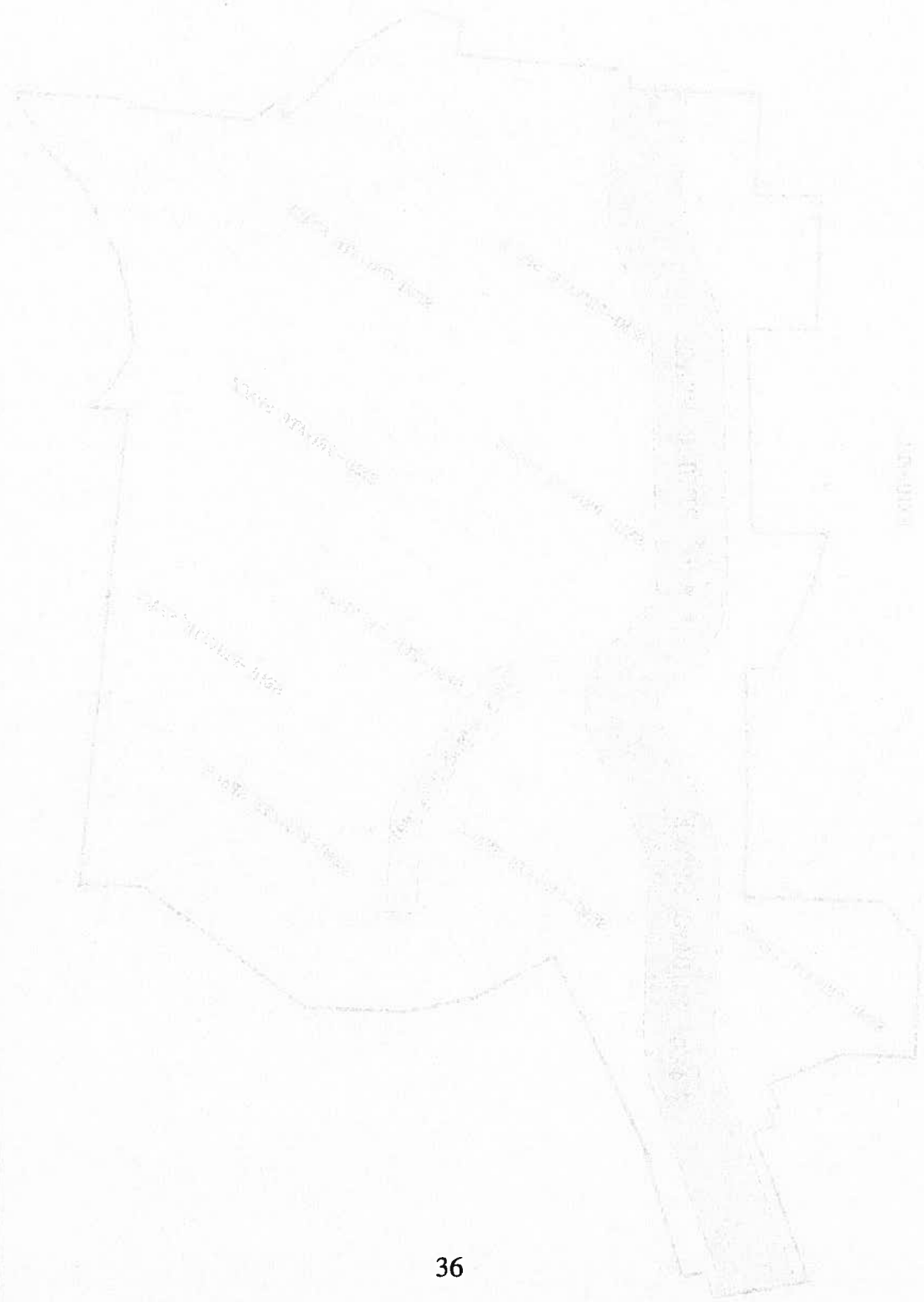
**Tree Credit:** Credit shall be given for saved trees at a rate of 1"DBH:1"DBH.

**Variance:** City Manager may grant variances to these Design Guidelines.

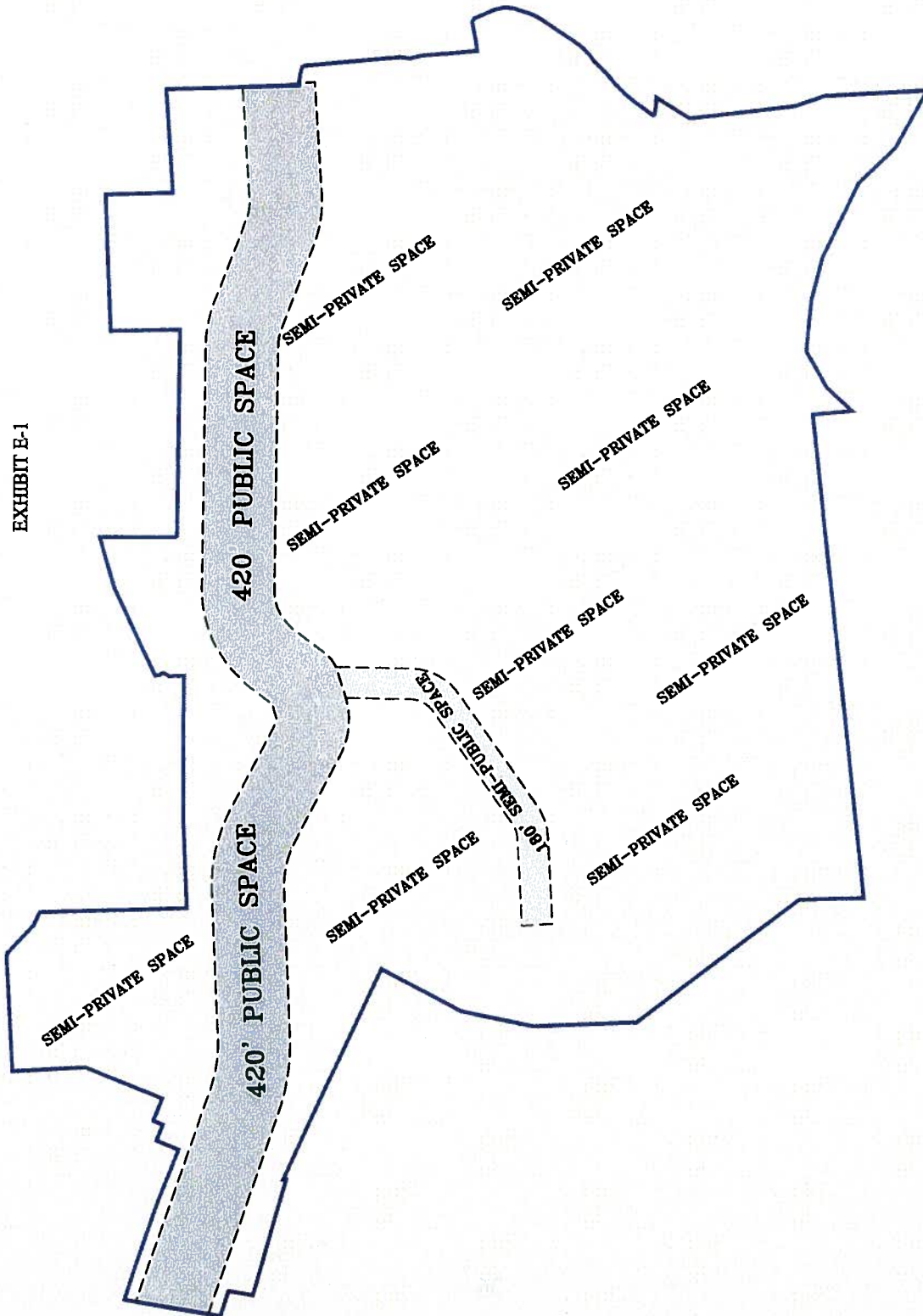
**EXHIBIT "E-1"**

**Design Guideline District Map**

**(attached)**



**EXHIBIT E-1**



**DESIGN GUIDELINE DISTRICTS  
LA CACHETTE  
CITY OF BELTON, BELL COUNTY, TEXAS**

[illegible]

**Yalco, LLC**  
3008 Illinois Ave., Suite 100  
Killeen, TX 76543  
PH (254) 531-3323  
FX (254) 531-8832

Texas Registered  
Engineering Firm F-10264



**DISTRICT CONSENT RESOLUTION****RESOLUTION OF THE CITY OF BELTON, TEXAS, GIVING CONSENT TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, WHICH IS IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY.**

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, W&B DEVELOPMENT II, LLC, (the "Petitioner") wishes to create Bell County Municipal Utility District No. 1 (the "District") to serve the 540 acres of land in Bell County, Texas described in the attached Exhibit "A" ("Petitioner's Land"); and

WHEREAS, Texas Local Government Code, Section 42.042, provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City a Petition for Consent to Creation of Bell County Municipal Utility District No. 1; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks, wastewater, drainage system and arterial road with roundabouts; and

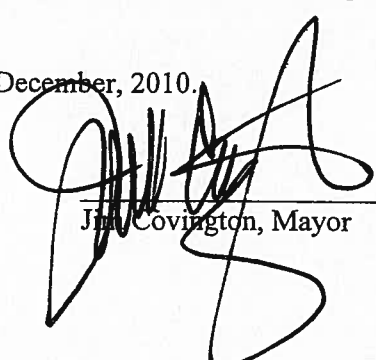
WHEREAS, the City has approved a Development Agreement and Consent to Creation of Bell Municipal Utility District No. 1 and Development of the La Cachette Development, dated December 21, 2010, (the "Agreement") governing the creation of Bell County Municipal Utility District No. 1 to include those portions of the Petitioner's Land described in the Agreement; and

WHEREAS, the City Council of the City desires to adopt this Resolution for the purpose of consenting to the creation of the District.

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That, subject to the terms and conditions of the Agreement, the City Council of the City hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 and Texas Water Code, Section 54.016, to the creation of the Bell County Municipal Utility District No. 1, which is within the extraterritorial jurisdiction of the City, the boundaries of such District being described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

**PASSED AND APPROVED** on this 21st day of December, 2010.

  
\_\_\_\_\_  
Jim Covington, Mayor

ATTEST:


  
\_\_\_\_\_  
Connie Torres, City Clerk



EXHIBIT A (District Consent Resolution)

**BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**  
**539.63 ACRES**  
**BELL COUNTY, TEXAS**

Being all that certain tract or parcel of land situated in the C. H. Fitch Survey, A-316, the John Lewis Survey, A-512, the S.C. Fitch Survey, A-371, and the Young Williams Survey, A-861, Bell County, Texas, being all of Tract One (called 442.51 acres), Tract Two (called 23.923 acres), and Tract 4 (called 8.440 acres) described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, and all of that certain called 64.7 acre tract described in deed to Whitis Land Investments, Ltd., in Volume 6622, Page 114, Official Records, Bell County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at an iron rod at the southeast corner of said Tract 4 (called 8.440 acres), same being in the north line of said Tract One (called 442.51 acres), also being the southwest corner of Tract Three (called 6.747 acres) also described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, for corner of the herein described tract,

**THENCE** N 17°42'07" E, 444.85 along the west line of said Tract Three and east line of said Tract Two to an iron pipe for corner of the herein described tract;

**THENCE** in a westerly direction along the north line of said Tract Three with the following courses:

1. N 88°11'16" W, 310.38 feet to an iron pipe;
2. S 83°11'40" W, 317.12 feet, to an iron pipe;
3. S 82°58'31" W, 246.70, feet to an iron pipe, for the northwest corner of said Tract Three;

**THENCE** in a southerly direction along the west line of said Tract Three with the following courses:

1. S 10°13'31" W, 26.66 feet;
2. S 29°13'59" E, 10.60 feet;
3. S 01°30'59" E 14.54 feet;
4. S 43°00'42" W, 24.35 feet;
5. S 61°37'21" W, 12.89 feet;
6. S 14°33'54" W, 88.90 feet, to an iron pipe in a fence corner, for an ell corner;

**THENCE** N 71°44'38" W, 190.17 feet, westerly, along a north line of said Tract Three to an iron rod in the north line of said Tract One;

**THENCE** in a westerly direction along the north line of said Tract One with the following courses:

1. N 70°34'14" W, 44.59 feet, an iron rod for corner;
2. N 72°25'22" W, 616.92 feet, an iron rod for corner;
3. N 74°43'06" W, 507.39 feet, an iron rod in the east line of said 64.7 acre tract, for corner;

**THENCE** N 15°55'53" W, 851.78 feet, westerly, along an east line of said 64.7 acre tract to a cedar, for the northeast corner of said 64.7 acre tract;



EXHIBIT A

**THENCE** in a westerly direction a the north line of said 64.7 acre tract with the following courses:

1. N 48°17'37" W, 82.11 feet, a post for corner;
2. N 28°55'27" W, 225.10 feet, a post for corner;
3. N 58°18'37" W, 18.24 feet, an elm for corner;
4. N 75°42'40" W, 266.08 feet, an iron rod for corner;
5. N 75°23'12" W, 237.82 feet, an iron rod for corner;
6. N 73°19'20" W, 164.19 feet, an iron rod for the northeast corner of Lot 5, Block 6, Stoneoak Subdivision, Phase 2, recorded in Cabinet B, Slide 334-B, Plat Records, Bell County, Texas, for corner of the herein described tract;

**THENCE** along the easterly and southerly boundaries of Block 6, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 14°37'25" W, 427.85 feet, an iron rod for corner;
2. S 39°36'49" W, 477.27 feet, an iron rod for corner;
3. S 50°23'11" W, 139.40 feet, an iron rod in the north margin of Stoneoak Dr., for corner;

**THENCE** S 39°36'49" W, 60.00 feet, to an iron rod in the south margin of Stoneoak Dr, for corner;

**THENCE** N 50°23'59" W, 99.90 feet, along the south margin of Stoneoak Dr., to an iron rod for the northeast corner of Block 3, Stoneoak Subdivision, Phase 2, for corner;

**THENCE** along the easterly and southerly boundaries of Block 3, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 39°39'11" W, 139.38 feet, an iron rod for the northeast corner of Lot 5, Block 3, Stoneoak Subdivision, Phase 2, for corner;
2. N 50°23'11" W, 311.48 feet, an iron rod, for corner;
3. N 53°09'02" W, 458.34 feet, an iron rod for the southwest corner of Lot 1, Block 3, Stoneoak Subdivision, Phase 2, same being the southeast corner of Lot 1, Block 1, Stoneoak Subdivision, Phase 1, recorded in Cabinet B, Slide 236-B, Plat Records, Bell County, Texas, for corner;

**THENCE** N 53°50'25" W, 155.91 feet, along the south line of said Lot 1, Block 1, to an iron rod in the east margin of FM 1670, for corner;

**THENCE** S 27°04'56" W, 566.14 feet, along the east margin of FM 1670 for an iron rod in the north line of Lot 6, Block 1, Stoneoak Subdivision, Phase 1, for corner;

**THENCE** along the easterly and southerly boundaries of Lot Lot 6, Block 1, Stoneoak Subdivision, Phase 1, with the following courses:

1. S 53°56'27" E, 155.87 feet, an iron rod for corner;
2. S 27°04'53" W, 145.23 feet, an iron rod for the southeast corner of said Lot 6, Block 1, Stoneoak Subdivision, Phase 1, and corner of the herein described tract;

EXHIBIT A

**THENCE** along the southeasterly along the southerly boundary of said 64.7 acre tract with the following courses:

1. S 56°19'35" E, 696.11 feet, an iron rod, for corner;
2. N 23°01'40" E, 18.36 feet, an iron rod, for corner;
3. S 47°22'19" E, 1346.71 feet, an iron rod, in the west line of said Tract One and an ell corner of the herein described tract;

**THENCE** in a southerly direction along the fenced west line of said Tract One with the following courses:

1. S 45°43'29" W, 521.79 feet, an iron rod, for corner;
2. S 28°59'19" W, 430.76 feet, an iron rod, for corner;
3. S 15°02'24" W, 590.71 feet, a 12" cedar, for corner;
4. S 31°13'21" W, 11.21 feet, a 12" cedar, for corner;
5. S 28°24'41" W, 2.53 feet, an iron rod for the north corner of the called 8.12 acre tract described in deed to the United States of America in Volume 874, Page 283, Deed Records of Bell County, Texas;

**THENCE** S 19°42'32" E, 1187.26 feet, along a east line of said 8.12 acre tract and west line of said Tract One to an iron pipe for the south corner of said 8.12 acre tract, for corner;

**THENCE** S 15°55'45" W, 377.40 feet, along a north west line of said Tract One to an iron pipe for the westerly southwest corner of the herein described tract;

**THENCE** S 78°41'13" E, 2847.43 feet, along a south line of said Tract One and existing fence to an iron pipe in a fence corner, same being an ell corner of the herein described tract;

**THENCE** S 12°34'41" W, 179.99 feet, to a 24" elm for corner;

**THENCE** S 11°10'54" W, 50.44 feet, to an iron spike in the left (north) bank of the Lampasas River for an ell corner of the herein described tract;

**THENCE** in a easterly direction along the south line of said Tract One, south line of said Tract Two, and left bank of the Lampasas River with the following courses:

1. N 59°59'13" E, 199.88 feet, a 20" elm, for corner;
2. N 78°13'20" E, 243.74 feet, a post, for corner;
3. S 69°41'17" E, 41.82 feet, a 20" cottonwood, for the most southerly southeast corner of Tract One, and the southwest corner of said Tract Two, for corner;
4. S 67°06'56" E, 265.25 feet, a 12" elm, for corner;
5. S 58°22'11" E, 253.61 feet, a 16" elm, for corner;
6. S 46°50'39" E, 484.90 feet, a 20" pecan, for corner;
7. S 26°54'16" E, 296.66 feet, a 8" elm, for corner;
8. S 43°48'14" E, 386.96 feet, an iron pipe for the southeast corner of said Tract Two, and southeast corner of the herein described tract;

EXHIBIT A

**THENCE** in a northerly direction along the fenced east line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 14°02'58" E, 599.18 feet, a post, for corner;
2. N 02°07'12" E, 180.92 feet, a post, for corner;
3. N 10°32'57" E, 614.21 feet, a post, for corner;
4. N 49°54'32" E, 229.03 feet, a fence corner post for the northeast corner of said Tract Two;

**THENCE** in a westerly direction along a fenced north line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 72°21'30" W, 39.54 feet, an iron rod, for corner;
2. N 64°20'47" W, 70.85 feet, an iron rod in a fence corner in the east line of said Tract One, for corner of the herein described tract;

**THENCE** in a northerly direction along the fenced east line of said Tract One, and east line of the herein described tract, with the following courses:

1. N 53°59'40" E, 167.20 feet, an iron rod, for corner;
2. N 59°20'36" E, 58.19 feet, an iron rod, for corner;
3. N 62°55'16" E, 71.72 feet, an iron rod, for corner;
4. N 69°11'44" E, 68.89 feet, a an iron rod, for corner;
5. N 62°45'31" E, 112.05 feet, an iron rod, for corner;
6. N 73°56'23" E, 35.96 feet, an iron rod, for corner;
7. N 61°52'10" E, 86.51 feet, an iron rod, for corner;
8. N 51°31'36" E, 274.08 feet, an iron rod, for corner;
9. N 45°30'37" E, 58.94 feet, an iron rod, for corner;
10. N 35°22'34" E, 111.93 feet, an iron rod, for corner;
11. N 24°37'26" E, 55.46 feet, an iron rod, for corner;
12. N 02°52'20" E, 61.55 feet, an iron rod, for corner;
13. N 05°33'08" W, 125.86 feet, an iron rod, for corner;
14. N 42°54'00" W, 25.42 feet, an iron rod, for corner;
15. N 83°42'20" W, 111.89 feet, a post, for corner;
16. N 79°38'56" W, 59.70 feet, an iron rod, for corner;
17. N 12°35'12" E, 319.71 feet, a 14" cedar, for corner;
18. N 03°59'50" E, 60.17 feet, an iron rod, for corner;
19. N 00°04'49" E, 10.78 feet, an iron rod, for corner;
20. N 24°58'14" E, 56.12 feet, an iron rod, for corner;
21. N 12°05'54" E, 554.94 feet, an iron rod, for corner;
22. N 14°09'42" W, 13.29 feet, an iron rod, for corner;
23. N 54°33'04" W, 43.94 feet, an iron rod, for corner;
24. N 67°13'03" W, 67.22 feet, an iron rod, for corner;
25. N 15°57'36" E, 766.87 feet, an iron rod in a fence corner , same being the most easterly northeast corner of said Tract One, for corner of the herein described tract;



EXHIBIT A

**THENCE** N 76°03'02" W, 608.28 feet, along the fenced north line of said Tract One to an iron rod in a fence corner for an ell corner of the herein described tract;

**THENCE** N 16°06'35" E, 385.98 feet, along a fenced east line of said Tract One to an iron pipe in a fence corner for corner;

**THENCE** N 74°31'12" W, 801.90 feet, along a fenced north line of said Tract One to an iron pipe in a fence corner for corner;

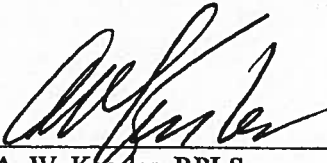
**THENCE** S 16°27'16" W, 399.55 feet, along a fenced line of said Tract One to an iron pipe in a fence corner for corner;

**THENCE** N 71°41'44" W, 1155.49 feet, along a fenced north line of said Tract One to an iron rod for the southeast corner of said Tract Three (called 6.747 acres), for corner;

**THENCE** N 71°42'51" W, 62.25 feet along the south line of said Tract Three and north line of said Tract One to the **PLACE OF BEGINNING** and containing a called mathematical total of 539.63 acres of land, more or less.

**SURVEYOR'S NOTES:**

The above metes and bounds were prepared for illustrative purposes only to encompass the above referenced tracts, is a compilation of the record documents of said tracts, the bearing ofs which were rotated to north as determined by GPS observations performed by others, and is not to be construed to represent a boundary survey made on the ground by this Surveyor.

 6-30-09  
A. W. Kessler, RPLS





## **EXHIBIT "G"**

### **List of Bondable Items**

**(attached)**

## EXHIBIT G

### **IMPROVEMENTS ALLOWED TO BE FINANCED WITH BONDS**

#### **Sanitary**

Design, survey, and construction of off-site and on-site mains, services, lift station(s), appurtenances, and other sanitary improvements allowed to be financed by Municipal Utility Districts.

#### **Water**

Design, survey, and construction of off-site and on-site mains, services, appurtenances, and other water supply improvements allowed to be financed by Municipal Utility Districts.

#### **Drainage**

Design, survey, and construction of off-site and on-site piping, channels, structures, detention/retention, appurtenances, and other drainage improvements allowed to be financed by Municipal Utility Districts.

#### **Roadway**

Design, Survey, and construction of Rocking M Lane, the proposed East-West arterial road, arterial roundabouts, and other roadways approved by The City of Belton.

AGGREGATE COST FOR ABOVE ITEMS: \$20,400,000.00

Maximum Bond Authorization (2010 value): \$15,500,000.00



**EXHIBIT "H"**

**Roadway and Off-Site Utility Plan**

**(attached)**

**ROADWAY & OFF-SITE UTILITIES  
LA CACHETTE  
CITY OF BELTON, BELL COUNTY, TEXAS**



PROJECT INFORMATION		DATE		BY	
PROJECT NAME	PROJECT NUMBER	DATE	BY	DATE	BY
1	COASTAL DEFENSE				
2	COASTAL DEFENSE				
3	COASTAL DEFENSE				
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87	COASTAL DEFENSE				



EXHIBIT H

EXHIBIT H

Yalga, LLC  
12345 Main St.  
Belton, TX 76513  
PH (817) 555-1234  
FX (817) 555-5678  
Email: J.J.JONES@J.J.JONES.COM  
www.j.j.jones.com

LA CACHETTE  
CITY OF BELTON, BELL COUNTY, TEXAS

GRAPHIC SCALE  
1" = 20' IN FEET

MATCH LINE

PARCEL  
BOUNDARIES ARE  
APPROXIMATE

PROPOSED CONNECTION  
TO EXISTING WATERLINE  
FACILITIES

PROPOSED  
OFF-SITE  
WATERLINE

PROPOSED  
OFF-SITE  
SANITARY LINE

PROPOSED CONNECTION  
TO EXISTING SANITARY  
FACILITIES



Minutes of the meeting of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, December 20, 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: Ben Pamplin, Mat Naegele, Brett Baggerly, Rae Schmuck, Eloise Lundgren and Frank Minosky. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Chair John Holmes, Jason Morgan and Joel Berryman were absent.

- 5. P-16-34 Consider a preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, located generally east of FM 1670 and south of U.S. 190, and adjacent to the north bank of the Lampasas River, locate in Belton's Extra Territorial Jurisdiction (ETJ).**

Ms. Smith presented the staff report.

With no questions, Mr. Baggerly made the motion to approve P-16-34 with conditions. Ms. Lundgren seconded the motion, which was approved unanimously with 6 ayes, 0 nays.



# Staff Report – City Council Agenda Item



**Date:** January 10, 2017  
**Case No.:** P-16-35  
**Request:** Final Plat  
**Applicant:** Quadruple Bogey Development, LLC

## **Agenda Item #12**

Consider a final plat for Dawson Ridge, a 59.265 acre tract of land, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.

### **Originating Department**

Planning – Erin Smith, Director of Planning

### **Case Summary**

This is a 129-lot subdivision proposed for single family residential and town home development.

### **Project Analysis and Discussion**

This is a single family and town home subdivision, containing a total 129 lots, proposed as Dawson Ridge subdivision. A zone change to Single Family-2 Zoning District for 121 lots and Patio Home Zoning District for 8 lots has been completed. The size of the proposed lots is in conformance with the Single Family-2 and Town Home zoning district requirements in all respects. The developer is proposing to construct this subdivision in two phases. Phase I is proposed to contain 8 patio home lots, 63 single family lots, and Tract A with proposed lift station #1. Phase II is proposed to contain 58 single family lots and Tract D with proposed lift station #2.

There are three entrances proposed to this subdivision from Chisholm Trail Parkway, Canyon Heights Road and Spring Canyon Road. Currently, Chisholm Trail Parkway pavement ends at Spring Canyon Road. The developer is proposing to connect Canyon Heights Road to Chisholm Trail Parkway. The collector street portion of this Chisholm Trail Parkway will end at Spring Canyon Road and transition from a 37' wide collector street into a 31' wide local street. The proposed patio homes will be located on Lots 1-8, Block 6, fronting Chisholm Trail Parkway. This portion of Chisholm Trail Parkway will contain a 31' pavement width and function as a local street. The remaining 121 lots will contain single family homes.

Spring Canyon Road is a collector street with 60' of ROW and a 37' pavement width. The developer is proposing to extend this collector street to just north of the proposed lift station #2 (Tract A) with a 5' wide sidewalk along the east side of this street. The developer is proposing to construct a 12' wide asphalt drive to proposed lift station #2 from where the street pavement ends for Spring Canyon. The Spring Canyon Road ROW is 60 feet to the southern plat boundary. The roadway is difficult to construct after this point without creating an off-site embankment due to the steep elevations in that area. A development agreement will be proposed among the City, Developer, and HOA, and will be presented to City Council at an upcoming meeting. A component of the development agreement will be for the developer to provide funding for the remainder of Spring Canyon roadway and the 5' wide sidewalk from where it will terminate to the southern plat boundary. The developer has agreed to construct a ribbon curb where the Spring Canyon roadway will terminate to protect the structural integrity of the asphalt. City staff and the developer met on December 14<sup>th</sup> to discuss staff comments, and we all came to an understanding of all items that need to be addressed. The standard provision is for a generator at each of the two lift station sites. Public Works is receptive to evaluating an alternative that will provide a single trailer mounted generator to meet this requirement for two sites.

Drainage is proposed to flow off-site into a proposed detention pond onto the adjoining private property south of this development. We have reviewed the drainage plan and the technical comments are included in the letter to the applicant's engineer dated December 14, 2016 (attached). An off-site drainage easement is required prior to final plat recording.

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. The developer is proposing to construct a 6' wide concrete trail along the north side of Chisholm Trail Parkway to Waggoner Drive, and convey Tracts B and C to the City of Belton for current and future trail extension. The developer will construct a bulb-out turnaround on Tract B to allow for bike and pedestrians to turn around where the trail ends at Waggoner Drive. Tract C will allow for a future trail extension to the west. This concrete trail extension will provide a substantial benefit to the Belton community. In conjunction with the proposed 6' wide concrete hike and bike trail, the developer is requesting that the Dawson Ranch HOA Community Park, which will contain a proposed pool, basketball court, playground structure, and pavilions on Lot 2, Block 1 of the Dawson Ranch-Regatta Oaks HOA Addition, satisfy the parkland requirements. This seems reasonable, satisfying the park obligation in the Subdivision Ordinance, in our opinion.

This subdivision is located in 439 WSC CCN, and a letter has been submitted stating this area can be serviced by 439 WSC. City of Belton sewer will serve this subdivision. Tracts A and D are proposed to contain lift stations. Once the lift stations are constructed, and all inspections are approved, the City of Belton will be responsible for maintenance.

We have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer.

On December 14<sup>th</sup>, staff met with the developer to discuss the plat comments. At this meeting, the developer requested to provide a trailer mounted generator to serve both lift stations. At the Planning and Zoning Commission meeting, staff recommended approval contingent on resolution of the issue regarding the generator, subject to the Director of Public Works and prior to Council approval, with the objective for staff to resolve this revised proposal before the City Council meeting on January 10, 2017. The developer contacted staff and stated they would like to proceed with their original request to provide a permanent generator at each lift station. Staff concurs with this method to provide emergency back-up power to the lift stations.

The Right-of-Way Management Ordinance was adopted by Council on July 26, 2016 and would typically not allow non-city services in the right-of-way. The Right-of-Way Management Ordinance was under development when the Dawson Ridge subdivision plat was under review. The 439 WSC water lines are proposed to be located within the City's ROW for this subdivision. Since this plat was under review during the development of the Right-of-Way Management Ordinance, these water lines will be grandfathered for this subdivision. Prior to installation, the developer will be required to submit a Right-of-Way Permit to install the water lines in the proposed City's ROW. If any repairs or maintenance are needed in the future, 439 WSC will be responsible for obtaining a ROW permit from the City and will need to repair/reconstruct the ROW and waterline per City requirements. Other than this issue, the final plat was favorably recommended by P&ZC, and staff concurs.

### **Recommendation**

Recommend approval of a final plat for Dawson Ridge, a 59.265 acre tract of land, subject to:

1. Provision of a site mounted generator, subject to the satisfaction of the Director of Public Works, at each lift station site (2).
2. City's Letter to Applicant's Engineer dated December 14, 2016
3. Development agreement addressing steel casing and trenching for the City's proposed 16" waterline and trail construction and maintenance.

### **Attachments**

Final Plat Application

Final Plat

Final Plat Phases

Property Location Map

City's Letter to Applicant's Engineer dated December 14, 2016

P&ZC Minutes Excerpt

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

Date Received: \_\_\_\_\_ Date Due: \_\_\_\_\_ (All plans are to be returned to Janelle within 5 working days)

Applicant: CAROTHERS DEVELOPMENT, LLC. Phone: (254) 939-5100  
Mailing Address: 50 SOUTH WHEAT ROAD, BELTON, TX 76513  
Email Address: jason@carotherstx.com

Owner: CAROTHERS DEVELOPMENT, LLC. Phone: 254-939-5100  
Mailing Address: 50 SOUTH WHEAT ROAD, BELTON, TX 76513  
Email Address: jason@carotherstx.com

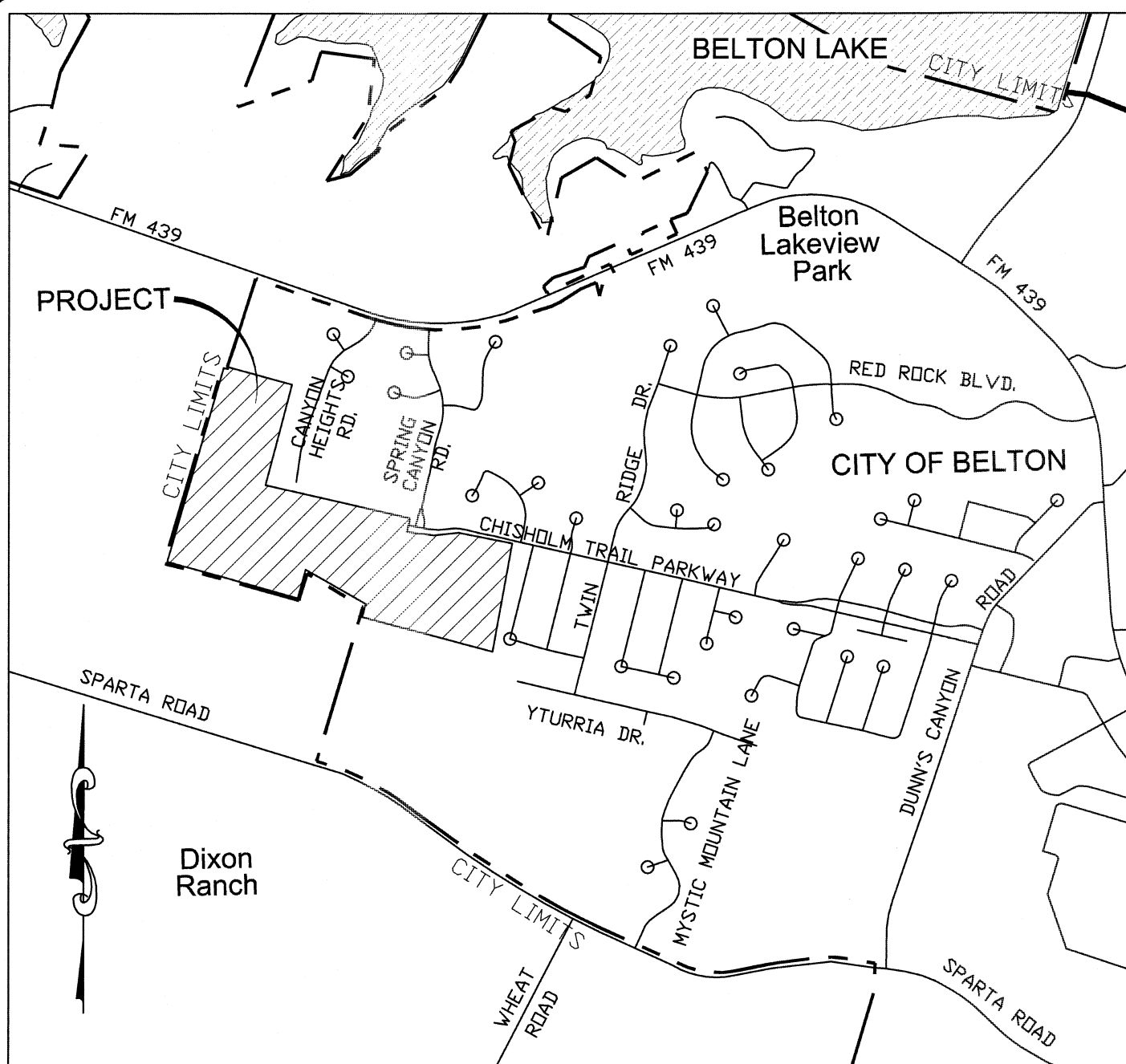
Current Description of Property:

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: DOC. 2013-00053964  
Acres: 58.828 Survey: CHRISTOPHER CRUISE SURVEY  
Abstract #: 166 Street Address: WEST END OF CHISHOLM TRAIL PKWY  
Frontage in Feet: NA Depth in Feet: NA

Does Zoning comply with proposed use? YES Current Zoning: SF2  
Name of proposed subdivision: DAWSON RIDGE ADDITION  
Number of Lots: 136 Fee: \$ 658

Signature of Applicant:  Date: 8-14-15  
Signature of Owner:  Date: 8-14-15





#### PLAT NOTES:

NUMBER OF LOTS = 160  
NUMBER OF LETTER TRACTS = 5  
NUMBER OF BLOCKS = 10  
ACREAGE OF ROW DEDICATION = 7.465 ACRES  
C.L. LENGTH OF STREETS = 6,870 LF  
TOTAL AREA OF SUBDIVISION = 59.265 ACRES  
CHRISTOPHER CRUISE SURVEY, ABSTRACT NO. 166

#### EASEMENTS:

A 10.00' PUBLIC UTILITY EASEMENT ON THAT PORTION OF EACH LOT THAT IS CONTIGUOUS TO THE DEDICATED RIGHT-OF-WAY SHALL BE PART OF THIS PLAT, EXCEPT ON THE SOUTH SIDE OF CHISHOLM TRAIL PARKWAY AND THE FRONT OF BLOCK 9, LOTS 19-28 AND TRACT "B" FACING WAGGONER DRIVE, WHICH SHALL BE A 15' P.U.E. DRAINAGE EASEMENTS AND PUE NOT CONTIGUOUS TO STREETS ARE AS SHOWN IN PLAT.

#### BUILDING SETBACK AND EASEMENT NOTES FOR ALL LOTS (UNLESS OTHERWISE SPECIFIED) AND LEGEND:

##### SF-2 LOTS:

- (A) 25' TYP. FRONT BUILDING SETBACK
- (B) 15' TYP. STREET SIDE BUILDING SETBACK
- (C) 6' TYP. INTERIOR SIDE BUILDING SETBACK
- (D) 20' TYP. REAR BUILDING SETBACK
- (E) 10' TYP. RESIDENTIAL FRONT P.U.E.
- (K) 10' P.U.E. WITH A STACKED 5' FORCE MAIN EASE. LOTS FRONT LOTS 1-4, BLOCK 3; LOTS 22 & 23, BLOCK 1
- (F) 15' P.U.E. FRONT LOTS 19-28, BLOCK 9 (3-PHASE U.G. ELECT.)
- (F) 15' P.U.E. REAR LOTS 1-3, BLOCK 4; LOTS 1-5, BLOCK 1 (3-PHASE U.G. ELECT.)
- (F) 15' P.U.E. SIDE OF LOTS 1, BLOCK 3; LOT 30, BLOCK 1 (3-PHASE U.G. ELECT.)
- (J) 20' P.U.E. FRONT LOTS 27 & 28, BLOCK 1; LOT 3, BLOCK 2 (PROTECTION OF OAK TREES)

##### PH LOTS:

- (A) 25' TYP. FRONT BUILDING SETBACK
- (B) 15' TYP. STREET SIDE BUILDING SETBACK
- (C) 10' TYP. WIDE SIDE BUILDING SETBACK
- (H) 1.5' TYP. NARROW SIDE SETBACK
- (D) 20' TYP. REAR BUILDING SETBACK
- (D) 15' TYP. FRONT P.U.E. (3-PHASE U.G. ELECT.)

#### 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; AREAS OF 0.1% ANNUAL CHANCE OF FLOOD WITH A DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

NOTE: THE FINISH FLOOR ELEV. OF EACH HOUSE SHALL BE A MINIMUM OF 1.0' ABOVE THE T.C. GRADE AT THE HIGHEST POINT ON THE FRONT CURB, OR THE OWNER MUST SUBMIT A LOT LAYOUT AND DRAINAGE PLAN SEALED BY A PROFESSIONAL ENGINEER TO OBTAIN A BUILDING PERMIT.

#### PROJECT BENCH MARK:

PROJECT BENCHMARK: EL. 668.40 COTTON SPINDLE IN SOUTHEAST CORNER ATMOS CROSSING MATADOR DRIVE.  
BENCHMARK DATUM IS NGVD29.

#### CITY OF BELTON MONUMENT INFORMATION:

THIS PLAT IS REFERENCED TO THE CITY OF BELTON HORIZONTAL CONTROL SYSTEM MONUMENTS:

MONUMENT B-519 (NAD 83 TEXAS CENTRAL ZONE)			MONUMENT B-18 (NAD 83 TEXAS CENTRAL ZONE)		
NORTHING	10375537.000		NORTHING	10377045.608	
EASTING	3186352.122		EASTING	3181794.966	
ELEVATION	687.16		ELEVATION	723.48	
CONVERGENCE	1" 27" 52.13"		CONVERGENCE	1" 27" 25.37"	
COMBINED SCALE FACTOR	0.9998832		COMBINED SCALE FACTOR	0.9998834	

THE BEARING BASIS IS THE LINE FROM MONUMENT B-18 TO MONUMENT B-519 WHICH BEARS N 71° 41' 00"W.  
ALL DISTANCES ARE GRID.

# FINAL PLAT DAWSON RIDGE ADDITION Belton, Texas

BEING 59.265 ACRES OF LAND SITUATED IN THE CHISTOPHER CRUISE SURVEY  
ABSTRACT NO. 166, BELL COUNTY, TEXAS

Curve Table					
Curve #	Arc Len	Radius	Delta	Chord Len	Chord Brg
C1	169.19'	400.00'	02°41'40"	167.93'	N69°09'08"W
C2	150.65'	342.33'	025°12'49"	149.43'	S67°42'20"E
C3	159.77'	425.00'	021°32'21"	158.83'	S89°41'19"E
C4	159.19'	415.00'	021°58'41"	158.22'	S88°07'44"E
C5	172.08'	266.71'	036°57'57"	169.11'	S77°14'03"E
C6	61.03'	415.00'	008°25'32"	60.97'	S81°21'08"E
C7	104.96'	525.00'	011°27'15"	104.78'	N06°30'34"E
C8	3.43'	10.50'	018°43'22"	3.42'	S86°32'00"E
C9	42.49'	50.00'	048°41'09"	41.22'	N71°33'06"W
C10	44.44'	50.00'	050°55'45"	43.00'	N21°44'39"W
C11	52.38'	50.00'	060°01'31"	50.02'	N33°43'59"E
C12	9.58'	10.50'	052°16'11"	9.25'	S37°36'39"W
C13	20.40'	225.00'	005°11'43"	20.40'	S08°52'43"W
C14	15.11'	225.00'	003°50'54"	15.11'	S04°21'24"W
C15	64.01'	775.00'	004°43'57"	63.99'	N04°47'55"E
C16	77.16'	775.00'	005°42'17"	77.13'	N10°01'02"E
C17	77.03'	775.00'	005°41'42"	77.00'	N15°43'01"E
C18	55.67'	775.00'	004°06'57"	55.66'	S80°37'20"W
C19	21.84'	475.00'	002°38'05"	21.84'	S21°21'47"W
C20	51.33'	475.00'	006°11'30"	51.31'	S16°56'59"W
C21	6.12'	10.50'	033°24'51"	6.04'	S02°51'12"E
C22	34.35'	50.00'	039°21'34"	33.68'	N00°07'09"E
C23	47.22'	50.00'	054°06'53"	45.49'	N46°51'23"E
C24	50.29'	50.00'	057°37'59"	48.20'	S77°16'11"E
C25	4.99'	50.00'	005°43'16"	4.99'	S45°35'33"E
C26	6.12'	10.50'	033°24'51"	6.04'	N59°26'20"W
C27	8.37'	175.00'	002°44'23"	8.37'	N77°30'58"W
C28	48.25'	1025.00'	002°41'50"	48.25'	S77°32'14"E
C29	43.00'	1025.00'	002°24'13"	43.00'	S74°59'12"E
C30	32.02'	175.00'	010°29'04"	31.98'	S68°32'34"E
C31	89.04'	175.00'	029°09'06"	88.08'	S48°43'29"E
C32	38.05'	175.00'	012°27'32"	37.98'	N73°34'05"E
C33	36.92'	50.00'	042°18'21"	36.09'	S79°03'01"E
C34	44.82'	50.00'	051°21'31"	43.33'	S32°13'05"E
C35	177.39'	1245.00'	008°09'49"	177.24'	S31°17'19"W
C36	44.82'	50.00'	051°21'31"	43.33'	S19°08'26"W
C37	149.65'	1245.00'	006°53'13"	149.56'	S38°48'51"W
C38	45.63'	1074.11'	002°26'02"	45.63'	N43°11'50"E
C39	69.62'	50.00'	079°46'23"	64.13'	S84°42'23"W
C40	30.73'	50.00'	035°12'37"	30.25'	N37°48'07"W
C41	14.66'	10.50'	080°00'20"	13.50'	S60°11'59"E
C42	150.16'	125.00'	068°49'47"	141.30'	N45°22'58"E
C43	72.12'	1015.20'	004°04'13"	72.11'	S11°01'05"W
C44	70.03'	1015.20'	003°57'08"	70.01'	S14°58'23"W
C45	71.10'	1015.20'	004°00'46"	71.09'	S18°57'20"W
C46	73.77'	1015.20'	004°09'48"	73.75'	N23°02'37"E
C47	4.25'	1015.20'	000°14'24"	4.25'	N25°14'43"E
C48	87.11'	475.00'	010°30'26"	86.99'	N20°01'58"E
C49	115.61'	475.02'	013°56'41"	115.33'	N08°04'27"E
C50	28.11'	415.00'	003°52'52"	28.11'	S82°49'21"W
C51	80.19'	425.00'	010°48'40"	80.07'	S84°56'50"W
C52	50.20'	525.00'	005°28'43"	50.18'	S22°37'34"W
C53	16.86'	965.20'	001°00'03"	16.86'	S24°51'54"W
C54	69.29'	965.20'	004°06'48"	69.28'	N22°18'29"E
C55	68.74'	965.20'	004°04'50"	68.72'	N18°12'40"E
C56	68.54'	965.20'	004°04'07"	68.53'	S13°51'16"W
C57	49.70'	965.20'	002°57'02"	49.70'	S11°00'52"W
C58	37.48'	175.00'	012°16'21"	37.41'	N15°17'12"E
C59	70.07'	1075.00'	022°56'25"	69.60'	S32°53'35"W
C60	86.47'	125.00'	039°38'10"	84.76'	N53°58'01"W
C61	24.56'	975.00'	001°26'37"	24.56'	S74°30'24"E
C62	62.24'	975.00'	003°39'27"	62.23'	S77°03'26"E
C63	10.76'	225.00'	002°44'23"	10.76'	N77°30'58"W
C64	56.37'	525.00'	006°09'07"	56.34'	S16°55'47"W
C65	24.51'	525.00'	002°40'28"	24.50'	S21°20'35"W

Curve Table					
Curve #	Arc Len	Radius	Delta	Chord Len	Chord Brg
C66	57.36'	725.00'	004°31'58"	57.34'	N20°24'50"E
C67	68.58'	725.00'	005°25'11"	68.55'	S15°26'16"W
C68	68.71'	725.00'	005°25'47"	68.68'	S10°00'47"W
C69	61.57'	725.00'	004°51'57"	61.55'	S04°51'55"W
C70	7.87'	275.00'	001°38'19"	7.87'	S03°15'06"W
C71	42.03'	275.00'	008°45'25"	41.99'	S08°26'59"W
C72	79.61'	425.08'	010°43'49"	79.49'	N84°16'53"W
C73	51.32'	71.14'	041°20'10"	50.22'	S31°46'03"W
C74	31.63'	48.50'	037°21'57"	31.07'	S33°42'18"W
C75	43.90'	780.00'	003°13'30"	43.90'	N16°38'05"E
C76	115.07'	780.00'	008°27'10"	114.97'	N22°28'25"E
C77	115.19'	780.00'	008°27'41"	115.08'	N30°55'50"E
C78	110.43'	780.00'	008°06'44"	110.34'	N39°13'02"E
C79	29.57'	400.00'	004°14'07"	29.56'	N79°11'04"W
C80	26.27'	25.00'	060°12'52"	25.08'	S21°19'09"E
C81	122.19'	400.00'	017°30'08"	121.71'	N68°16'59"W
C82	3.78'	275.00'	000°47'18"	3.78'	S51°08'52"E
C83	17.43'	399.73'	002°29'55"	17.43'	N58°17'00"W
C84	57.74'	305.00'	010°50'52"	57.66'	S59°55'40"E
C85	96.06'	276.09'	019°56'09"	95.58'	S40°44'46"E
C86	69.27'	224.88'	017°39'11"	68.99'	S39°33'27"E
C87	100.78'	720.00'	008°01'11"	100.70'	N34°01'53"E
C88	125.03'	720.00'	009°56'58"	124.87'	N52°02'48"E
C89	78.14'	720.00'	006°13'06"	78.10'	N16°57'47"E
C90	19.32'	48.50'	022°49'11"	19.19'	N02°26'39"E
C91	22.37'	71.50'	017°55'22"	22.28'	N00°00'16"W
C92	92.99'	305.00'	017°28'06"	92.63'	S72°33'48"E
C93	200.66'	1315.00'	008°44'34"	200.46'	S30°57'01"W
C94	181.88'	1315.00'	007°55'29"	181.74'	S40°08'42"W
C95	84.66'	275.00'	017°38'18"	84.32'	S39°33'27"E
C96	49.25'	225.00'	012°32'33"	49.16'	N37°00'33"W
C97	32.44'	225.00'	008°15'40"	32.41'	N47°24'45"W
C98	9.30'	20.00'	026°38'25"	9.22'	N64°51'44"W
C99	4.71'	50.00'	005°23'51"	4.71'	S75°29'01"E
C100	94.09'	50.00'	107°49'29"	80.81'	N18°52'21"W
C101	8.84'	20.05'	025°15'59"	8.77'	N22°23'27"E
C102	55.33'	625.00'	005°10'57"	55.51'	S06°19'42"W
C103	33.14'	51.50'	036°52'12"	32.57'	N80°31'25"E
C104	18.34'	28.50'	036°52'12"	18.02'	N80°31'25"E
C105	10.33'	11.00'	053°49'53"	9.96'	S54°07'33"E
C106	17.48'	50.00'	020°02'08"	17.40'	S37°13'40"E
C107	77.65'	50.00'	088°58'31"	70.08'	S88°16'00"W
C108	60.94'	50.00'	069°49'49"	57.24'	N08°51'50"E
C109	77.48'	50.00'	088°47'09"	69.96'	N70°26'39"W
C110	17.48'	50.00'	020°02'08"	17.40'	S55°08'42"W
C111	10.33'	11.00'	053°49'53"	9.96'	S72°02'35"W
C112	18.34'	28.50'	036°52'12"	18.02'	N62°36'23"W
C113	33.14'	51.50'	036°52'12"	32.57'	N62°36'23"W
C114	75.43'	625.00'	006°54'54"	75.38'	S09°11'31"E
C115	66.30'	725.00'	005°14'24"	66.28'	N10°01'46"W
C116	133.80'	725.00'	010°34'27"	133.61'	N02°07'21"W
C117	43.35'	25.00'	099°20'47"	38.12'	N52°50'16"E
C118	114.42'	1025.00'	006°23'46"	114.36'	N80°41'13"W
C119	46.17'	1025.00'	002°34'51"	46.17'	N85°10'48"W
C120	84.87'	975.00'	004°59'15"	84.85'	S83°58'25"E
C121	84.21'	975.00'	004°56'54"	84.18'	S79°01'10"E
C122	18.00'	20.00'	051°34'37"	17.40'	S50°45'42"E
C123	38.94'	50.00'	044°37'40"	37.97'	S47°17'07"E
C124	53.51'	50.00'	061°18'56"	50.99'	N79°44'36"E
C125	53.47'	50.00'	061°16'14"	50.96'	N18°27'01"E
C126	53.51'	50.00'	061°18'56"	50.99'	N42°50°34"W
C127	44.88'	50.00'	051°25'34"	43.39'	S80°47'11"W
C128	16.93'	20.00'	048°30'45"	16.43'	S79°19'47"W
C129	71.34'	1025.00'	003°59'17"	71.33'	S78°24'11"E
C130	108.85'	1025.00'	006°05'05"	108.80'	S83°25'34"E

Curve Table					
Curve #	Arc Len	Radius	Delta	Chord Len	Chord Brg
C131	12.81'	975.00'	000°45'09"	12.81'	N86°05'40"W
C132	121.18'	975.00'	007°07'16"	121.10'	N82°09'28"W
C133	9.88'	20.00'	028°18'51"	9.78'	N63°51'16"W
C134	61.39'	60.00'	058°37'32"	58.75'	N79°00'36"W
C135	41.49'	60.00'	039°37'03"	40.67'	S51°52'06"W
C136	41.49'	60.03'	039°35'58"	40.67'	N12°15'03"E
C137	18.02'	60.00'	017°12'23"	17.95'	S16°09'40"E
C138	9.53'	20.00'	027°17'19"	9.44'	S11°07'12"E
C139	91.16'	775.00'	006°44'23"	91.11'	S00°50'44"E
C140	114.08'	775.00'	008°26'03"	113.98'	N08°25'57"E
C141	122.08'	575.00'	012°09'51"	121.85'	S05°42'13"E
C142	85.30'	575.00'	008°29'58"	85.22'	S04°37'41"W
C143	6.13'	10.50'	033°22'71"	6.04'	S84°31'33"W
C144	46.42'	50.00'	053°11'23"	44.77'	N85°36'24"W
C145	45.39'	50.00'	052°00'41"	43.85'	N33°00'21"W
C146	49.68'	50.00'	056°55'49"	47.66'	N21°27'54"E
C147	6.13'	10.50'	033°25'50"	6.04'	N39°12'53"E
C148	6.12'	10.54'	033°17'36"	6.04'	N00°10'42"W
C149	25.36'	50.00'	029°03'56"	25.09'	S02°28'56"E
C150	43.76'	50.00'	050°09'01"	42.38'	N37°13'36"E
C151	43.76'	50.00'	050°09'01"	42.38'	N87°28'33"E
C152	24.60'	50.00'	028°11'11"	24.35'	N53°27'21"W
C153	6.12'	10.50'	033°24'53"	6.04'	S56°04'42"E
C154	6.12'	10.50'	033°24'52"	6.04'	S89°29'04"E
C155	50.85'	50.00'	058°16'00"	48.68'	N77°03'30"W
C156	46.68'	50.00'	053°29'15"	45.11'	N21°10'53"E
C157	38.67'	50.00'	044°18'49"	37.01'	N27°43'09"E
C158	7.09'	11.00'	036°56'52"	6.97'	S36°28'57"W
C159	64.14'	1975.00'	001°51'39"	64.14'	S13°38'41"W
C160	80.00'	1975.00'	002°19'15"	79.99'	S14°34'47"W
C161	75.00'	1975.00'	002°10'33"	75.00'	S12°17'53"W
C162	70.00'	1975.00'	002°01'51"	70.00'	S10°11'41"W
C163	15.00'	1975.00'	000°26'07"	15.00'	S08°59'31"W
C164	55.41'	2025.00'	001°34'04"	55.40'	S16°47'02"W
C165	78.01'	2025.00'	002°12'26"	78.01'	S14°53'47"E
C166	73.52'	2025.00'	002°04'48"	73.51'	S12°45'10"W
C167	73.81'	2025.00'	002°05'19"	73.81'	S10°40'06"W
C168	25.37'	2025.00'	000°43'04"	25.37'	S09°15'55"W
C169	70.05'	415.00'	009°40'18"	69.97'	S89°35'56"W
C170	144.88'	500.00'	016°36'08"	144.37'	N07°55'07"E
C171	79.81'	500.00'	009°08'44"	79.73'	N20°47'33"E
C172	280.23'	990.20'	016°12'54"	279.30'	S17°15'29"W
C173	122.26'	150.00'	046°42'02"	118.91'	S32°30'03"E
C174	62.69'	150.00'	023°56'48"	62.24'	N67°49'28"W
C175	57.14'	81.84'	040°00'08"	55.99'	S80°12'04"E
C176	103.77'	150.00'	039°38'10"	101.71'	S53°58'01"E
C177	89.03'	1000.00'	005°06'04"	89.00'	S70°26'08"E
C178	9.56'	200.00'	002°44'23"	9.56'	S77°30'58"E
C179	77.03'	500.00'	008°49'35"	76.95'	N18°16'01"E
C180	265.04'	750.00'	020°14'52"	263.97'	N12°33'23"E
C181	45.36'	250.00'	010°23'45"	45.30'	N07°37'49"E
C182	367.01'	750.00'	028°02'15"	363.36'	N26°51'37"E
C183	40.27'	750.00'	033°04'36"	40.28'	N42°23'51"E
C184	381.59'	1280.00'	017°04'51"	380.18'	S35°23'42"E
C185	76.96'	250.00'	017°38'18"	76.65'	S39°33'27"E
C186	90.77'	250.00'	020°48'13"	90.28'	S41°08'25"E
C187	52.60'	600.00'	061°06'21"	50.21'	S21°24'21"E
C188	228.28'	1000.00'	013°04'45"	227.78'	S79°56'19"E
C189	156.76'	1000.00'	008°58'54"	156.60'	S81°58'47"E
C190	86.70'	50.00'	099°20'47"	76.24'	N52°50'16"E
C191	207.00'	750.00'	015°48'50"	206.35'	N04°44'03"W
C192	117.86'	600.00'	011°51'16"	117.67'	S07°01'20"E
C193	107.87'	600.00'	010°18'05"	107.73'	S03°45'13"W
C194	302.34'	2000.00'	008°39'41"	302.05'	N13°14'13"E



# FINAL PLAT DAWSON RIDGE ADDITION Belton, Texas

SCALE: 1" = 100'

## PLAT LEGEND

- ▲ - COB MONUMENT FOUND  
UNLESS OTHERWISE NOTED
- - 1/2" IRON ROD FOUND WITH CAP "RPLS 4540"  
UNLESS OTHERWISE NOTED
- - 1/2" IRON ROD SET WITH CAP "RPLS 4540"  
SET AT ALL LOT CORNERS
- ( ) - RECORD INFORMATION
- # - DENOTES A SUBDIVISION BLOCK
- POC - POINT OF COMMENCING
- POB - POINT OF BEGINNING

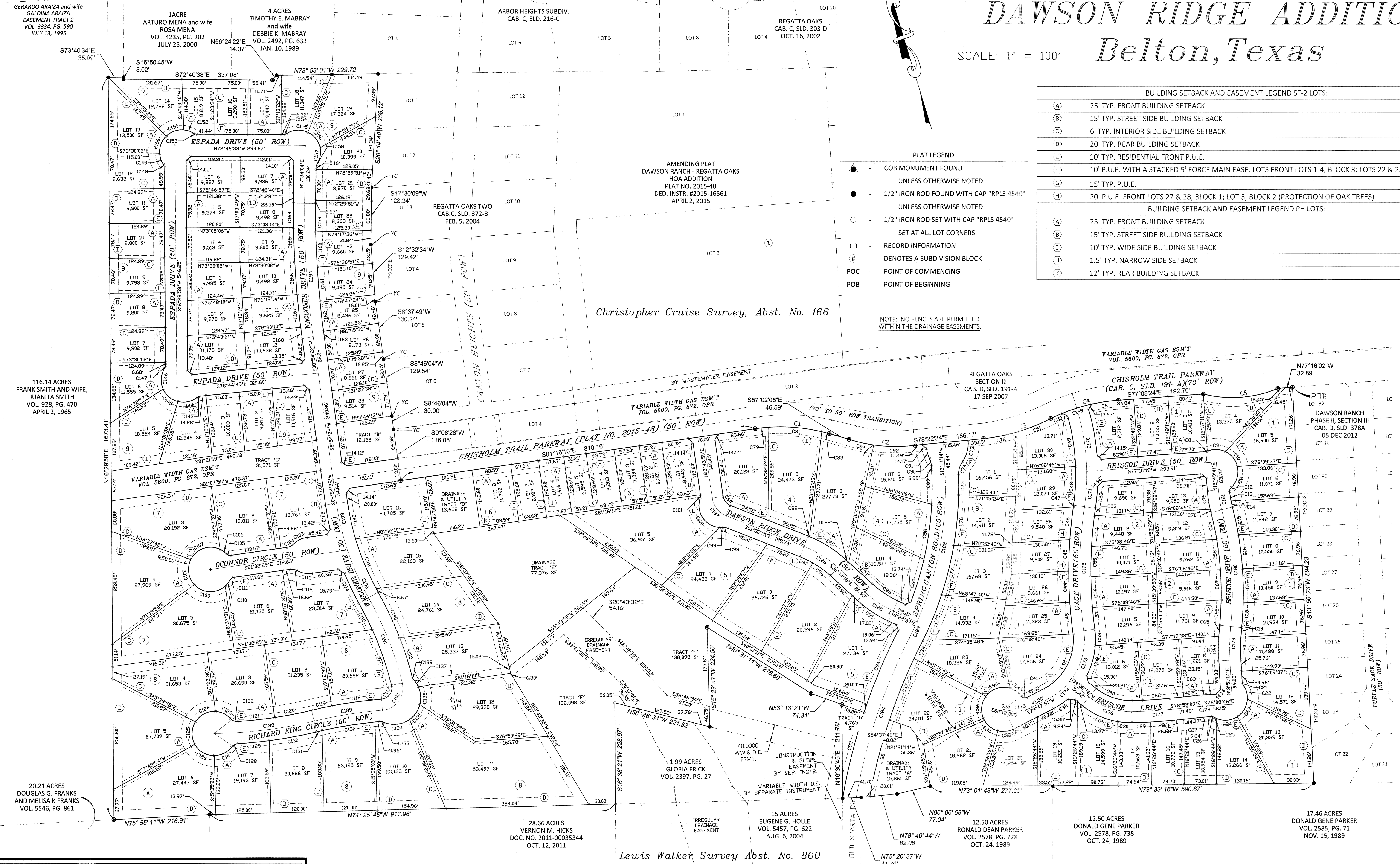
NOTE: NO FENCES ARE PERMITTED  
WITHIN THE DRAINAGE EASEMENTS

## BUILDING SETBACK AND EASEMENT LEGEND SF-2 LOTS:

(A)	25' TYP. FRONT BUILDING SETBACK
(B)	15' TYP. STREET SIDE BUILDING SETBACK
(C)	6' TYP. INTERIOR SIDE BUILDING SETBACK
(D)	20' TYP. REAR BUILDING SETBACK
(E)	10' TYP. RESIDENTIAL FRONT P.U.E.
(F)	10' P.U.E. WITH A STACKED 5' FORCE MAIN EASE. LOTS FRONT LOTS 1-4, BLOCK 3; LOTS 22 & 23, BLOCK 1
(G)	15' TYP. P.U.E.
(H)	20' P.U.E. FRONT LOTS 27 & 28, BLOCK 1; LOT 3, BLOCK 2 (PROTECTION OF OAK TREES)

## BUILDING SETBACK AND EASEMENT LEGEND PH LOTS:

(A)	25' TYP. FRONT BUILDING SETBACK
(B)	15' TYP. STREET SIDE BUILDING SETBACK
(I)	10' TYP. WIDE SIDE BUILDING SETBACK
(J)	1.5' TYP. NARROW SIDE SETBACK
(K)	12' TYP. REAR BUILDING SETBACK



**BRIONES**  
CONSULTING & ENGINEERING LTD.  
4515 BRIAR HOLLOW PL, STE 106 (713) 539-6408  
HOUSTON, TX 77027 (713) 583-5306 fax  
TBPE FIRM REG. NO. F-5028  
TBPLS FIRM No. 10194252





Know what's below.  
Call before you dig.

IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR HIS SUB-CONTRACTOR TO ADJUST ALL MANHOLES, CLEANOUTS, FIRE HYDRANTS, VALVE BOXES, WATER SERVICES, METER BOXES, FLUSHING VALVES, AND ALL OTHER APPURTENANCES TO ACTUAL FINAL GRADES AT NO EXTRA COST TO OWNER/DEVELOPER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, BOTH ABOVE AND BELOW GROUND PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES TO EQUAL OR BETTER CONDITION AND TO THE SATISFACTION OF THE UTILITY OWNER.  
PHONE NUMBERS:  
FOR CITY OF BELTON LOCATES CALL 811  
FOR CITY OF BELTON UTILITIES EMERGENCY CALL (254) 933-5823.  
FOR NON-MUNICIPAL UTILITIES CALL 1-800-DIG-TESS OR 811.  
FOR ATMOS ENERGY CORPORATION CALL (254) 718-3539 (GLENN BROOKS)

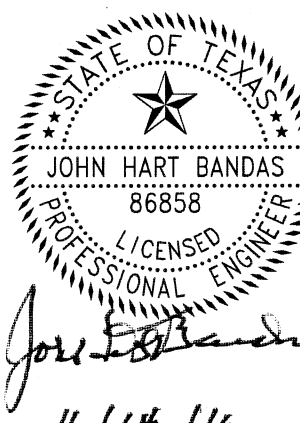
NOTES:

1. CONSTRUCTION PHASE ONE IS SERVICED BY LIFT STATION #1
2. CONSTRUCTION PHASE TWO IS SERVICED BY LIFT STATION #2
3. THE CURRENT LIFT STATION WILL BE DECOMMISSIONED AFTER LIFT STATION #2 IS COMMISSIONED.

DAWSON RIDGE  
QUADRUPLE BOGEY  
DEVELOPMENT, INC.  
BELTON, TEXAS

CONSTRUCTION PHASES

BANDAS ENGINEERING CO.  
CIVIL ENGINEERING FIRM # F-3782  
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TEMPLE, TEXAS 76504  
www.bandasingeering.com  
john.bandas@bandasingeering.com  
FAX (254) 778-8728  
254) 778-8728  
05 DEC 2012



DATE:	SEPT. 15, 2016	VIL	JHB	JHB	297-REV
DRAWN BY:		DESIGNED BY:		CHECKED BY:	
PROJECT #:		SHT. #	03	OF	111

GERARDO ARAIZA and wife  
GALDINA ARAIZA  
EASEMENT TRACT 2  
VOL. 3334, PG. 590  
JULY 13, 1995

1 ACRE  
ARTURO MENA and wife  
ROSA MENA  
VOL. 4235, PG. 202  
JULY 25, 2000

4 ACRES  
TIMOTHY E. MABRAY  
and wife  
DEBBIE K. MABRAY  
VOL. 2492, PG. 633  
JAN. 10, 1989

ARBOR HEIGHTS  
SUBDIVISION  
CAB. C, SLD. 216-C  
AUG. 15, 2000

ARBOR HEIGHTS SUBDIV.  
CAB. C, SLD. 216-C

REGATTA OAKS TWO  
CAB. C, SLD. 372-B  
FEB. 5, 2004

Christopher Cruise Survey, Abst. No. 166

116.14 ACRES  
FRANK SMITH AND WIFE,  
JUANITA SMITH  
VOL. 928, PG. 470  
APRIL 2, 1965

20.21 ACRES  
DOUGLAS G. FRANKS  
AND MELISA K. FRANKS  
VOL. 5546, PG. 861

15 ACRES  
EUGENE G. HOLLE  
VOL. 5457, PG. 622  
AUG. 6, 2004

28.66 ACRES  
VERNON M. HICKS  
DOC. NO. 2011-00035344  
OCT. 12, 2011

Lewis Walker Survey Abst. No. 860

12.50 ACRES  
RONALD DEAN PARKER  
VOL. 2578, PG. 728  
OCT. 24, 1989

12.50 ACRES  
DONALD GENE PARKER  
VOL. 2578, PG. 738  
OCT. 24, 1989

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

CONST. PHASE ONE  
(SERVICED BY LIFT STATION #1)

CONST. PHASE TWO  
(SERVICED BY LIFT STATION #2)



# P-16-35 Dawson Ridge Addition in Lake

**PROPOSED PLAT:**

Final Plat  
Dawson Ridge Addition  
59.265 Acres


**PROPERTY OWNER:**

Carothers Development

Proposed Dawson Ridge Addition



Legend

 P\_16\_35



# P-16-35 Dawson Ridge Addition

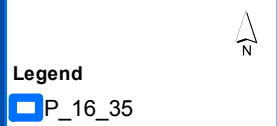
**PROPOSED PLAT:**

Final Plat  
Dawson Ridge Addition  
59.265 Acres

**PROPERTY OWNER:**

Carothers Development

Proposed Dawson Ridge Addition



0 120 240 480 Feet

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





# City of Belton

Planning Department

December 14, 2016

**Applicant: Quadruple Bogey Development Inc. / Bandas Engineering**

**Date Submitted: 11-15-16**

**Project: Dawson Ridge Addition – Final Plat**

**Location: 59.265 Acres, Chisholm Trail Parkway, Belton, Texas 76513**

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**\*\*\*Please comment back in red under the comments submitted on this sheet.\*\*\***

## **Planning:**

1. Staff met with the applicant and their engineer on December 14<sup>th</sup> to review the comments and we all came to an understanding of all items that need to be addressed.
2. We received an email from the engineer that the utility providers have been notified, but we have not heard from anyone except Clearwater UCD. Please re-submit to ensure we have responses. Please also submit the plat to 439 WSC CCN and provide their comments to City staff.
3. We will prepare a development agreement and submit for your review regarding trail maintenance, casings, and trenching.
4. The lift station design standards are on page 86 of the Design Standards. Attached is page 86 of the Design Standards that states the masonry wall and landscape requirements. Please submit these plans for staff review.
5. Once the drainage system is approved by City staff, please submit the drainage easement for the off-site detention pond for staff review.

## **Public Works/KPA:**

### **1. General**

- a. Sheet references are missing/left blank from most of the storm sewer sheets.
- b. Sheet 85 – A north arrow is needed. Please also label street names for reference.
- c. Sheet 73 states the drive to LS No. 1 shall be all weather. Sheet 20 to the lift station also does not clarify the drive material to the lift station. Please clarify in the plans for the concrete and asphalt drives.
- d. Sheet 09 – This appears to be inconsistent with the set of plans, especially the street light placements.
- e. Tree ID 168 will likely also need to be removed since it is located within proposed City ROW.
- f. Funds must be escrowed for the remainder of Spring Canyon Drive to the subdivision boundary. Please provide a cost estimate for review that includes:
  - i. fill and compaction to match existing road grade with future road grade
  - ii. subgrade prep
  - iii. curb and gutter

- iv. base material
- v. sidewalk (and handrail for areas that will exceed 5% slope)
- vi. asphalt
- vii. lighting
- viii. labor
- ix. engineering design
- g. Provide dimension (radius) of the sidewalk turnaround circle.
- h. Sheet 04 Street Section Notes
  - i. Note 5 – Please modify the sentence from “The material should be compacted in lifts....” To “The materials shall be compacted in lifts...”.
  - ii. Note 7D – The application rate shall be a 0.25 gal/SY target rate with a volume of 60% oil to 40% water.
  - iii. Please add a note that states: The City Construction Inspector will determine when the prime has cured and penetrated the base. The contractor shall not place asphalt until approved by the City Construction Inspector.

## 2. Profiles and Utilities

- a. Sheet 82 – There is a proposed 4” force main crossing in the plan view near Station 2+50 that is not shown in the profile. There is also a waterline crossing at approximately Station 3+10 that is not shown in the profile. Please revise.
- b. Sheet 03 states the Holle property can be served by Lift Station No. 1. Please clarify.
- c. **Previous Public Works Comment 21 response states “City to provide water.” Please revise as the City cannot provide water within the 439 CCN.**
- d. The City’s Engineer is reviewing the waterline alignment with respect to the proposed elevated storage tank.
- e. Sheet 52 – Refer to concrete encasement Type II, the Type II encasement detail does not call out for concrete.
- f. Sheet 55 – Station 6+25 shows a vertical cut. How will this cut be supported to prevent future erosion?
- g. **Sheet 65 – Shows HDPE sleeves across ATMOS gas easement. ATMOS allowed steel casing on these same two lines in the Mystic River Subdivision. Please confirm ATMOS will not allow steel casing at this location.**
- h. Sheet 73
  - i. Provide an asphalt driveway with 10’ radius.
  - ii. Provide a detail of an asphalt footing in which the blocks will be set on. Provide a detail for fence post mounting.
  - iii. Please complete the site and show the concrete pad for the propane tank. The concrete pad for the generator this must be wide enough to walk around the generator and perform maintenance.
  - iv. Provide the location of the interior light.

- v. Provide information on the control panel and show the location of the panel.
- vi. Please provide information on how wall penetrations will be sealed.
- vii. Please modify the plans to state pipe supports shall be adjustable.
- viii. Provide pump curve information.
- ix. Please provide information on Zoellar pumps as the City has never used or approved these pumps.
- i. Sheet 76 – Shows HDPE force main leaving the lift station. At match line 2+25 to the east calls out for 3” C-900 (this product is not made).
- j. Sheet 78 – Show the MH being connected to be raven coated.
- k. Note that when a force main enters a manhole, that specific manhole and the next manhole downstream shall be raven coated.
- l. Sheet 80 – Please connect the force main at the location of the manhole for the air/vacuum release valve and eliminate the air/vacuum release valve and gravity flow to the next manhole.
- m. Sheet 82 – Staff is concerned that the lift station will receive heavy erosion on the side with the 42” drain pipe. How will the lift station be protected against erosion?

### 3. Drainage

- a. For all junction boxes, add a label for “Junction Box” in the plan and profile. Some junction boxes also serve as area inlets as well.
- b. Sheet 82 – The comment response indicates a detail has been added for the south end of the pipe where it terminates at the proposed flume. However, there are no callouts for this found on this sheet and no sheet references to where this detail may be found. Please clarify and add details for the limestone blocks.
- c. Sheet 82 and 85 show the same junction box but the elevations do not match.
- d. Sheet 83 – The stationing of the profile grid does not match up to the stationing call outs for various features of the profile (i.e. the junction box inlet is called out as Station 6+26.74, but is graphically shown just past Station 6+00).
- e. Sheet 83 - (Previous comment) There is a water line crossing the storm sewer alignment that staff requests to be shown and labeled in the profile.
- f. Sheet 88 - (Previous comment) *Lateral B-2 is shown in the profile, but the plan view labels it as Lateral B2-1.* There are inconsistencies on Sheet 88.
- g. Sheet 89 – The response indicates that “dry stone rip-rap of sufficient mass will be specified” for the slopes between the outfall and the grate inlet. There is no labeling or specification of the rock rip-rap shown in the plan view. Mortaring of the rock rip-rap is still recommended to reduce the potential for erosion.
- h. Sheet 89 - There is a pipe shown below the flowline of the junction box at Station 0+00 in the profile. Please correct this issue.
- i. Sheet 89 – Please call out a sloped end treatment or headwall at Station 1+45.
- j. Sheet 89 – Please add a call out for the junction box at Station 2+34, and the box should be collared with concrete for maintenance purposes.



- k. Sheet 90 – Please label the size and depth of the rock riprap on this sheet. Mortaring of the rock rip-rap is recommended to reduce the potential for erosion.
- l. Sheet 102 – The waterline crossing of the channel needs to be shown in the profile.
- m. Sheet 103 - Mortaring of the rock rip-rap between Station 20+85 and Station 21+32 is recommended to reduce the potential for erosion.
- n. Sheet 104 – The Stage/Storage/Discharge Table for the Holle Pond goes up to 7.55' which correlates to the elevations shown on Sheet 101; however, the detail indicates that the total weir height goes up to 8.55'. Please clarify.
- o. Sheet 104 and 103 - The Weir outlet structure calls out a flowline elevation of 640.00. However, on Sheet 103, the profile calls for a top of weir elevation of 635.00. Please clarify.
- p. Drainage Report – The Stage/Storage/Discharge Tables for the Holle Pond (25-year model) and Weir Pond (25-year and 100-year models) do not correspond to the Stage/Storage/Discharge Tables shown in the submitted plan set, nor do they correspond to the construction details shown in the submitted plan set. Please revise the models appropriately and resubmit for staff review.
- q. Drainage Report – In the Storm Sewer Tabulation Table, the invert for Pipe A-2 Downstream does not correspond to the plans or the profile plots included in the report.
- r. Previous comment on revising the silt fencing and construction entrances was not addressed. Please show proposed erosion control measures and construction entrance(s).
- s. The Owner's representative made City Staff aware that the easement and agreement with the Holle property is in development. This is needed prior to final plat recording.

**GIS:**

- 1. Please change OCONNOR **CIRCLE** and RICHARD KING **CIRCLE** to either **COURT, COVE, or PLACE**.
- 2. Discrepancies between plat and field notes-  
Field note item #3, 4, 5, 6, 11, 12, 13 in the first part, #5 in the second (S 08-46-04W **159.53** ft) , Curve 1, line between curve 1 &2, Curve 2, Line between Curve 2&3, Curve 3 do not match plat.

**Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.**

Minutes of the meeting of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, December 20, 2016

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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: Ben Pamplin, Mat Naegele, Brett Baggerly, Rae Schmuck, Eloise Lundgren and Frank Minosky. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Chair John Holmes, Jason Morgan and Joel Berryman were absent.

**Pledge of Allegiance** – Mr. Ben Pamplin led all present.

**Invocation** – Ms. Eloise Lundgren gave the Invocation.

**6. P-16-35 Consider a final plat for Dawson Ridge, a 59.265 acre tract land, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch Subdivision.**

Ms. Smith presented the staff report.

Ms. Lundgren asked Ms. Smith to further explain the single generator on wheels. Ms. Smith said a generator is required for all lift stations located within the City limits. The generator is utilized if there is a power outage. The Public Works Director will determine whether or not a generator on a trailer is adequate for both lift stations, or if generators are needed at each of the two lift stations. Mr. Minosky asked for clarification regarding if there was a power outage, will the single generator provide power to the two lift stations? Ms. Smith said that is the developer's proposal, and staff will evaluate to determine if that is adequate for this development. On behalf of the developer Mr. Jared Bryan, 11783 Bonnie Lane, said they are not asking for a variance for the generator. The City requires that a generator be located at each lift station site, and its life span is about 15 years depending on how well it is maintained. The question came up in a meeting with City staff that if the generators are being used infrequently, would it not be more beneficial to the City if it had generators on a trailer to utilize during a power outage to get the lift stations back functioning? Mr. Bryan described that function, and he said during that meeting with City staff it was discussed that it may be more feasible for the City to have multiple generators on trailers for the 20 or more lift stations maintained by the City, so as to not to have to replace the generators every 5 to 15 years.

Mr. Naegele made the motion to approve P-16-35, as conditioned. Mr. Minosky seconded the motion, which was approved unanimously with 6 ayes, 0 nays.

# Staff Report – City Council Agenda Item



## **Agenda Item #13**

Consider approval of a park sponsorship request from Belton Lions Club to sponsor Heritage Park.

### **Originating Department**

Parks – Matt Bates, Director of Parks & Recreation

### **Summary Information**

At the October 11, 2016 City Council Meeting, Council unanimously approved a Park Sponsorship program which enabled businesses and civic clubs in the area who wish to donate to the City a platform to do so. Donor in return would receive a masonry sign at the entrance to the park showcasing them as an official sponsor/partner of the park. Staff established criteria for minimum donation amount based on the classification of the various parks in Belton. Donors need to have met or plan to meet the minimum donation amount within an agreed upon time in order to be eligible to sponsor the park of their choosing.

Shortly after the Council's approval of the Park Sponsorship program, Belton Lions Club submitted a request to sponsor Heritage Park and provided financial statements showing the club's recent donations which met and exceeded the \$50,000 minimum donation. In December, 2014, Belton Lions Club paid \$104,869.37 to playground provider 'We Build Fun' for a special needs playground and several amenities.

The final step staff needed to research was whether the sponsoring entity aligned with the City's mission and values. Belton Lions Club has a long-standing record of dedicated service to the Belton community including several events each year that help raise money for scholarships that go to local students, eye exams, and Texas Lions charities. An excerpt from the club's website provides additional information about the club: *'Lions are an international network of 1.3 million men and women in 202 countries and geographic areas who work together to answer the needs that challenge communities around the world. Known for working to end preventable blindness, Lions participate in a vast variety of projects important to their communities. These projects range from cleaning up local parks to providing supplies to victims of natural disasters.'*

### **Fiscal Impact**

Amount: City will receive an annual donation of \$5,000 which will go towards Park improvements at Heritage Park. Fiscal impact will be nominal, involving signage at Heritage Park.



### **Recommendation**

At its meeting on January 4<sup>th</sup>, 2017, the Parks Board unanimously recommended the proposed park sponsorship request from Belton Lions Club.

Recommend Council approval of the proposed park sponsorship request from Belton Lions Club.

### **Attachments**

Park Sponsorship Policy and Park Classification Grid  
Park Sponsorship Agreement & Documents supporting Belton Lions Club minimum donation requirement



# City of Belton

## Parks Sponsorship Policy

### Introduction

*The City of Belton welcomes partnership opportunities that enhances the City's ability to deliver parks and recreation services to the public, as long as the services of those businesses and civic organizations are consistent with, and appropriate to, the City's vision and mission.*

### Sponsoring a Park in Belton, Texas.

To qualify to become a sponsor/ partner of a City park:

- Must have donated/donate the minimum towards the park that the sponsor is seeking to partner with (*see attached table*). Donation amount does not include the value of any land donated, or the value of any payments in lieu of parkland dedication, as a requirement of subdivision platting.
- Initial Donation maybe paid out over period of time as determined by the City of Belton to lessen the initial financial commitment.

To maintain the right to be a sponsor/ partner of a park, the following must be agreed to:

- An annual commitment towards the park specified in the attached table. Donation must be made to the City of Belton and funds will be used in the park at the discretion of the Parks and Recreation Department.
- Donor must commit to Adopting the Park they have sponsored. This commitment requires 2 park cleanups per year, one of which includes involvement at the annual 'One Community One Day' project.

What a sponsor/ donor would receive:

- Donor would receive a sign that would read- example: "Heritage Park- In Partnership with Belton Lions Club". This sign would be placed at the entrance of the park and in most cases the sign would be added to an existing park sign. Sign would have to comply with design standards.
- Donor would also receive 5 waived pavilion or full park rental fees for any donor affiliated event. Athletic Fields and Complexes are not included in the waiver.

We appreciate your interest in sponsoring a City Park and look forward to discussing this opportunity with you further. If you have any questions, please do not hesitate to call the City of Belton Parks and Recreation Department at (254) 933-5860 or contact Matt Bates, Director of Parks and Recreation at [mbates@beltontexas.gov](mailto:mbates@beltontexas.gov)

## City of Belton Park Sponsorship



Name of Park	Park Classification	Minimum Donation	Annual Commitment
Chisholm Trail Park	Special Purpose	\$50,000.00	\$5,000.00
Confederate Park	Special Purpose	\$50,000.00	\$5,000.00
Hertiage Park	Special Purpose	\$50,000.00	\$5,000.00
Harris Community Park	Community	\$25,000.00	\$2,500.00
Miller Heights Community Park	Community	\$25,000.00	\$2,500.00
Nolan Creek Nature Trail	Community	\$25,000.00	\$2,500.00
The Landing at Creekside Park	Community	\$25,000.00	\$2,500.00
Yettie Polk Park	Community	\$25,000.00	\$2,500.00
Nolan Creek Hike and Bike Trail	Community	\$25,000.00	\$2,500.00
Beall Park	Neighborhood	\$5,000.00	\$500.00
Carla Kay Park	Neighborhood	\$5,000.00	\$500.00
Quail Meadows	Neighborhood	\$5,000.00	\$500.00
SBMS Park	Neighborhood	\$5,000.00	\$500.00





# City of Belton

~ Parks Sponsorship Agreement ~

Proposed Park to be Sponsored: HERITAGE PARK

One-time donation: \$50,000 + Annual Donation: \$5000.00

Sponsor Name: BELTON LIONS CLUB

Address: POST OFFICE BOX 2083, BELTON, TEXAS 76513

Phone Number: 254-681-7743 (JAMES HARRISON)

Email: jharrison.mm111@yahoo.com

Has minimum donation requirement been met? Yes ☒ No ☐

Description and Date of Donation: LIONS CLUB PAVILLION (date unknown)  
LIONS CLUB SPECIAL NEEDS PLAYGROUND (2014-2015)

If no, please include a preferred payment plan to achieve the minimum donation requirement:  
n/a

Requested date of invoice for annual donation: March 1st

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Belton, Texas, a municipal corporation (hereinafter "City") and Belton Lions Club. (hereinafter "Lions"). The purpose of this Agreement is to provide sponsorship of a City owned Park.

### Requirements of Sponsor:

- Payment of annual donation as designated in the Parks Sponsorship Grid. Donation must be paid within 30 days of the invoice date.
- A minimum of 2 Park Cleanups per calendar year, one of which includes involvement in the City of Belton's annual 'One Community, One Day Event'.

### Requirements of City:

- Provision of a Masonry sign at or close to the entrance to the selected park showing the sponsors name and/or if possible logo. Sign will be designed, processed, and installed within 90 days of the agreement.
- Provision of up to 5 pavilion or full park rental fees (excludes athletic fields)- subject to availability.



# City of Belton

*~ Parks Sponsorship Agreement ~*

**Compliance:**

- The sponsor is required to comply with all conditions of agreement, including, payment of annual donation no later than 30 days from invoice date. Failure to pay the agreed upon annual donation within the 30-day invoice window will result in the cancelation of Park Sponsorship and removal of masonry stone located at the park's entrance. If termination occurs, and the sponsor wishes to continue sponsorship, a written request must be made to the City manager.

Signature of Sponsor:

Date: 11/11/16

JAMES HARRISON  
Belton Lions Club

Signature of City Designee: \_\_\_\_\_

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

WEBUILDFUN  
PO BOX 29  
ALLEN, TX 75013

# Invoice

DATE

INVOICE #

12/1/2014

721386

BILL TO

Install Address

City of Belton  
P.O. Box 120  
Belton, Texas 76513-0120

Beltons Lions Club  
Heritage Park  
Belton, TX

REP

W.O. NO.

TERMS

PO #

DUE DATE

JDB

674313

Due on receipt

12/1/2014

**DESCRIPTION**

Est Amt

Prior Amt

Prior %

Prev. Invo

Total %

U/M

AMOUNT

Miracle Playground Equipment -  
Includes Discount 29,417.60

62,512.40

100.00%

62,512.40

Demo

8,750.00

100.00%

8,750.00

Freight for Play Equipment

4,302.19

100.00%

4,302.19

Installation

22,982.50

100.00%

22,982.50

Bench - Includes discount \$59.10

1,122.90

100.00%

1,122.90

Freight for Benches

265.00

100.00%

265.00

Installation of Benches

295.50

100.00%

295.50

Softlawn

79,638.88

100.00%

79,638.88

Phone #

Fax #

Web Site

**Total**

972-727-0653

972-396-4994

webuildfun.com

**Payments/Credits**

**Balance Due**

\$179,869.37



000501

LIONS DISTRICT 2-X3  
442 CR 4315  
Lampasas, TX 76550

12-15-2014

\$74,997.00

PAY TO THE  
ORDER OF

We Build Fun

Twenty-four Thousand Nine Hundred Fifty Dollars <sup>00</sup>/<sub>100</sub>



Pay to the order of  
Lampasas Community  
Foundation

For: Cotton Grows here

⑆111900581⑆ 00020539227⑈ 000501

ENTRAL

**BELTON LIONS FOUNDATION  
ACTIVITY FUND**

P.O. BOX 1122  
BELTON, TX 76513

1052

98-1000/1119

01

DATE 12-11-14 \$ 104,869.37

PAY  
TO THE  
ORDER OF

One Hundred Four Thousand Eight Hundred Sixty Nine and 37/100 DOLLARS

P.O. Box 8138 (254) 771-6550  
Temple, Texas 76503-6136



First State Bank  
Central Texas  
Friendly Safe Banking

FOR

Playground

W. A. C. J. S.

⑈001052⑈ ⑆111910005⑆ 002 124 6⑈

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic feel.

# Park Sponsorship Request

Belton Lions Club



# Park Requested- Heritage Park

- ▶ Belton Lions Club Projects include:
  - ▶ Lions Pavilion
  - ▶ Lions Club Special Needs Playground.

















# Has Donation Amount Been Met?

## Heritage Park- \$50,000.00

- ▶ Belton Lions Club donated \$179,869.37 towards playground in December 2014.
- ▶ The City of Belton CIP funding of \$50K is included in that number.



# About Belton Lions Club

- ▶ Lions are an international network of 1.3 million men and women in 202 countries and geographic areas who work together to answer the needs that challenge communities around the world. Known for working to end preventable blindness, Lions participate in a vast variety of projects important to their communities. These projects range from cleaning up local parks to providing supplies to victims of natural disasters





# Recommendation

- ▶ At its meeting on January 4th, 2017, the Parks Board unanimously recommended the proposed park sponsorship request from Belton Lions Club.
- ▶ Recommend Council approval of the proposed park sponsorship request from Belton Lions Club.

# Staff Report – City Council Agenda Item



## **Agenda Item #14**

Consider authorizing the purchase of a 2017 Freightliner 114SD Chassis with a Vac-con Model 390/1000 LHA-P Vacuum Body with Jet Rodder Equipment for the Sewer Collection Department.

### **Originating Department**

Sewer Collection Department – Byron Sinclair, Director of Public Works

### **Summary Information**

In FY 2016, City Council authorized a Capital Equipment Replacement Fund, and the transferring of funds to sustain this program. The goal of this program is to create a level of funding mechanism to maintain and grow the city's fleet of vehicles and equipment needed to support all the city functions and responsibilities. The 2017 budget contains \$350,000 to fund the purchase of a new Vacuum/Jet Rodding Truck.

Our current truck has been in service for 16 years and has served the city very well. However, the older this truck gets, the more frequent the problems have become. There were five (5) different models demonstrated and tested by the Sewer Department and Fleet Maintenance Department. While all of the trucks had many similarities and performed well, the Vac-con was selected as the best overall value. The "Heart of this Equipment" is the body, and the Vac-con body is the same manufacturer that has served the city so well. The cab will be a Freightliner which is also known for its dependability and longevity.

This truck will be purchased from Freightliner of Houston using the Houston-Galveston Area Council of Governments Purchasing Cooperative Contract.

### **Fiscal Impact**

Amount: \$350,087.25

Budgeted: ☒ Yes ☐ No ☐ Capital Project Funds

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

Funding Source(s) FY 2017 Capital Equipment Replacement Fund

### **Recommendation**

Recommend approval of the purchase of a Freightliner and Vac-con Body utilizing the H-GAC Contract #HT06-16.

### **Attachments**

Quote





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## CHASSIS SPECIFICATIONS

### GENERAL SUMMARY

114SD 4X2 AUTO

GVWR: 43000 LBS, FRONT: 20000 LBS, REAR: 23000 LBS

WB: 252" CA: 168.5" AF: 75"

ENGINE, DIESEL: CUM ISL 370 HP @ 2000RPM, 2100 GOV RPM, 1250 LB/FT @ 1400RPM

TRANSMISSION, AUTOMATIC: ALLISON 3000 RDS WITH PTO PROVISION

AXLE, FRONT NON-DRIVING: DETROIT DA-F-20.0-5 20000 LBS FL1 71.0 KPI/3.74  
DROP SINGLE FRONT AXLE

AXLE, REAR, SINGLE: RS-23-160 23000-LB CAPACITY, RATIO 5.63

### ELECTRONIC PARAMETERS

GOVERNOR: PTO GOVERNOR RAMP RATE – 200 RPM PER SECOND

### ENGINE EQUIPMENT

CUMMINS ISL 370 HP @ 2000RPM, 2100 GOV RPM, 1250 LB/FT @ 1400RPM

AIR COMPRESSOR: CUMMINS TURBOCHARGED 18.7 CFM WITH INTERNAL SAFETY VALVE

EXHAUST SYSTEM: SINGLE, VERTICL TAILPIPE & GUARD

MUFFLER/TAILPIPE: AFTERTREATMENT, UNDER STEP MOUNTED

SWITCH, EXHAUST: CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH

**MORE POWER TO YOU**

969 Hall Park Road,  
Green Cove Springs, FL 32043  
Tel: 904.284.4200 • Fax: 904.284.3305  
[www.vac-con.com](http://www.vac-con.com)

JUMP START: POSITIVE AND NEGATIVE POSTS LOCATED ON FRAME NEXT TO STARTER

ALTERNATOR: DR 12V 160 AMP 28-SI QUADRAMOUNT PAD WITH REMOTE BATTERY VOLT SENSE

BATTERY SYSTEM: (2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES

BATTERY BOX WITH COVER: NON-POLISHED

FUEL FILTER: CUMMINS SPIN ON TYPE

FUEL FILTER/ WATER SEPARATOR: ALLIANCE WITH PRIMER PUMP

OIL FILTER, ENGINE: COMBINATION FULL FLOW/BYPASS

FAN DRIVES: HORTON 2-SPEED DRIVEMASTER POLAR EXTREME FAN DRIVE

RADIATOR: 1300 SQ" ALUMINUM

ANTI-FREEZE: ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT

HOSE CLAMPS, RADIATOR HOSES: GATES BLUE STRIPE OR EQUIVALENT, CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES

AIR CLEANER: DONALDSON, SIDE OF HOOD AIR INTAKE WITH FIREWALL

STARTING MOTOR: DELCO 38MT HD 12V WITH INTEGRATED MAGNETIC SWITCH

### **TRANSMISSION EQUIPMENT**

ALLISON 3000RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

TRANSMISSION OIL PAN: MAGNETIC

TRANSMISSION SHIFT CONTROL: PUSH BUTTON, ELECTRONIC, DASH MOUNTED

ALLISON VOCATIONAL PACKAGE 223 – AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH, AND TRV

SHIFT CONTROL PARAMETERS: PRIMARY AND SECONDARY – LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6

PTO EFFECTS, ENGINE FRONT: MOUNTED RH SIDE OF MAIN TRANSMISSION

**MORE POWER TO YOU**

969 Hall Park Road,  
Green Cove Springs, FL 32043  
Tel: 904.284.4200 • Fax: 904.284.3305  
[www.vac-con.com](http://www.vac-con.com)

WIRING, CHASSIS: VEHICLE INTERFACE WIRING WITH BODY BUILDER  
CONNECTOR MOUNTED BACK OF CAB

### **FRONT AXLE AND EQUIPMENT**

DETROIT DA-F-20.0-5 20000 LBS FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

BRAKES, FRONT, AIR-CAM: MERITOR 16.5X6 Q+ CAST SPIDER CAM

SLACK ADJUSTERS, AUTOMATIC: MERITOR, FRONT

DUST SHIELDS: FRONT BRAKE

STEERING GEAR: TRW THP-60 WITH RCH45 AUXILIARY GEAR

POWER STEERING: 4 QUART POWER STEERING RESERVOIR

### **FRONT SUSPENSION**

SUSPENSION, FRONT: 20000LBS CAPACITY, WITH SHOCK ABSORBERS

SPRING PINS: GRAPHITE BRONZE BUSHINGS WITH SEALS

### **REAR AXLE AND EQUIPMENT**

AXLE, REAR, SINGLE: RS-23-160 23000 LBS CAPACITY, RATIO 5.63

REAR AXLE DRAIN PLUG: MAGNETIC FOR SINGLE REAR AXLE

DUST SHIELDS: REAR BRAKE

SLACK ADJUSTERS, AUTOMATIC: MERITOR, REAR

BRAKE CHAMBERS, REAR AXLE: HALDEX GOLDSEAL LONGSTROKE 1-DRIVE  
AXLE SPRING PARKING CHAMBERS

BRAKES, REAR, AIR-CAM: MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES,  
DOUBLE ANCHOR, FABRICATED SHOES

### **REAR SUSPENSION**

SUSPENSION, RR, SPRING-2.25" AXLE SPACER

SUSPENSION, REAR, SINGLE: 30000 LBS CAPACITY, STANDARD U-BOLT PAD,  
FORE/AFT CONTROL RODS

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## **BRAKE SYSTEM**

BRAKE SYSTEM: WABCO 4S/4M ABS WITHOUT TRACTION CONTROL

BRAKE LINES: REINFORCED NYLON, FABRIC BRAID, AND WIRE BRAID CHASSIS AIRLINES

DRAIN VALVES: STANDARD BRAKE SYSTEM VALVES

PARKING BRAKE VALVE: FOR TRUCK, STANDARD

AIR BRAKE, ABS: {WABCO ANTILOCK BRAKE SYSTEM}

AIR DRYER: BW AD-IP WITH HEATER

AIR DRYER LOCATION: MOUNTED OUTBOARD ON RH RAIL BACK OF CAB, MAXIMUM 20" BACK OF CAB PROTRUSION

## **FUEL TANKS**

FUEL TANK: 100 GALLON, ALUMINUM-LH, 25" DIAM., PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS

FUEL FILTER/WATER SEPARATOR: ALLIANCE, WITH PRIMER PUMP

## **TIRES**

TIRE, FRONT: MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL

TIRE, REAR: MICHELIN XDE M/S 11R22.5 14 PLY RADIAL

## **WHEELS**

WHEELS, FRONT: ALCOA LVL ONE 82462X22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC, WITH PRE-SET BEARING IRON FRONT HUBS

WHEELS, REAR: ALCOA LVL ONE 88367X22.5X8.25 10-HUB PILOT ALUMINUM DISC, WITH PRE-SET BEARING IRON REAR HUBS

## **CAB EXTERIOR**

GLASS: ALL WINDOWS TINTED

GRAB HANDLE: LH AND RH SIDES

GRILLE: STATIONARY, BLACK FINISH

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FRONT END: FIBERGLASS HOOD

HEADLIGHTS: INTEGRAL HEADLIGHT/MARKER ASSEMBLY

HORN: SINGLE, ELECTRIC

PARKING LIGHT: INTEGRAL WITH LED STOP/TAIL/TURN/BACKUP LIGHTS

RUNNING LIGHT: DAYTIME – LOW BEAM ONLY

STOP, TURN, TAIL & B/U LIGHTS: GROTE #54332, GROMMET MOUNTED WITH SEPARATE GROTE #62401 LED BACKUP LIGHTS

MIRRORS: DUAL WEST COAST MOLDED-IN COLOR, DOOR MOUNTED, LH AND RH 8” MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS

### **CAB INTERIOR**

CAB: CONVENTIONAL, OPAL GRAY VINYL

ARM RESTS: LH AND RH INTEGRAL DOOR PANEL

CLEARANCE/MARKER LIGHTS: LED AERODYNAMIC MARKER LIGHTS

CUP HOLDERS: (2) CUP HOLDERS LH AND RH DASH

DOMelight: 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS

CIGAR LIGHTER: WITH ASH TRAY, DASH MOUNTED

SEAT, DRIVER: BASIC HIGH BACK AIR SUSPENSION SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION

- SEAT BELT: 3-POINT FIXED D-RING RETRACTOR

SEAT, PASSENGER: BASIC HIGH BACK NON-SUSPENSION SEAT

- SEAT BELT: 3-POINT FIXED D-RING RETRACTOR

AIR CONDITIONER: HEATER AND DEFROSTER

- CLAMPS, HEATER: STANDARD HEATER PLUMBING

HVAC: STANDARD HVAC DUCTING

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CONSOLE, OVERHEAD: FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING

DOOR TRIM PANELS: MOLDED PLASTIC DRIVER AND PASSENGER DOOR PANELS

FLOOR COVERING: BLACK MATS WITH SINGLE INSULATION

INSTURMNET PANEL: MOLDED PLASTIC, GRAY DRIVER AND CENTER

STORAGE POCKET: IN DASH STORAGE BIN

SUN VISOR: DRIVER AND PASSENGER INTERIOR SUN VISORS

STEERING COLUMN: FIXED

STEERING WHEEL: 4 SPOKE 18" DIAM

ELECTRICAL SYSTEM: 12 VOLT NEGATIVE GROUND SYSTEM

### **INSTRUMENTS AND CONTROLS**

INSTRUMENT PANEL: GRAY DRIVER AND CENTER

HAZARD SWITCH: INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

HEADLIGHT DIMMER: INTEGRAL WITH SELF-CANCELLING TURN SIGNAL HANDLE

STARTER SWITCH: ELECTRIC KEY OPERATED

TURN SIGNAL SWITCH: SELF-CANCELLING FOR TRUCKS

TURN SIGNALS, FRONT: INTEGRAL ELECTRONIC FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

WINDSHIELD WIPER, SWITCH: INTEGRAL WITH TURN SIGNAL HANDLE

WINDSHIELD WIPER: SINGLE ELECTRIC MOTOR WITH DELAY

RADIO: AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT, DASH MOUNTED

- SPEAKERS: (2) SPEAKERS IN CAB
- ANTENNA: AM/FM MOUNTED ON FORWARD LH ROOF

CRUISE CONTROL: ELECTRONIC WITH SWITCHES IN LH SWITCH PANEL

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ENGINE SHUTDOWN: IGNITION CONTROLLED ENGINE STOP WITH CONTROL MOUNTED AT FIREWALL

GAUGE, AIR PRESSURE: LOW AIR PRESSURE LIGHT AND BUZZER

GAUGE CLUSTER: 2" ELECTRIC FUEL GAUGE, ELECTRIC ENGINE OIL PRESSURE GAUGE, ELECTRONIC 3000 RPM TACHOMETER, DIGITAL VOLTAGE DISPLAY

ODOMETER DISPLAY: TRIP/HOUR/DIAGNOSTIC/VOLTAGE /26 WARNING LAMPS

### **COLOR AND DESIGN**

PAINT SCHEMATIC: L0006EB WHITE ELITE

PAINT TYPE: HIGH SOLIDS POLYURETHANE CHASSIS PAINT

### **OTHER FACTORY CHARGES**

EXTENDED WARRANTY: TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 2 YEAR/ UNLIMITED MILES/KM, \$550 CAP

FEDERAL EMISSIONS: 2013 OBD/2010 EPA/CARB/GHG14 ESCALATOR

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H-GAC 'FORM E' - OPTIONS PRICING				A002		
Offeror Name:		VAC-CON, INC.				
Invitation No.:		SC01-15 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)		Offered Price	Qty	Total
A002	A002	Description	Additional Info			
	A002-1	Base Model, includes the following	V290H/1000	\$ 144,056.00	1	\$ 144,056.00
		Standard Equipment:	DUAL ENGINE FAN COMBINATION UNIT 9 CU YD			
		Vacuum System (as specified by Model Number) Vacuum Drive: Hydrostatic Drive 3/16" Corten Steel Debris Tank - (size as specified by model number) Full opening rear door 5" Butterfly valve with 10' layflat hose Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down Polyethylene water tank - 10 year warranty Automatic Vacuum Breaker and overflow protection 8" vacuum intake hose Boom travel tie down 4 Way hydraulic boom with 270 deg. Rotation and joystick controls <b>Front mounted 600" capacity (1" hose)/hydraulic hose reel</b> <b>60 gpm/2000 psi water pump system</b> Water pump drive: Standard Aux. Engine is WSG-1068 6.8 Litre, 10-Cylinder, Gas Engine 222HP @3200RPM <b>600' high pressure jet rodder hose (1" or 3/4")</b> Manual hose rewind guide Hose guide (Tiger Tail) 30" leader hose <b>20 gpm at 600 psi wash down hand gun with 35' of hose and nozzle</b> Sealed and locking tool box (es) (as indicated by model number) 1) each sanitary and penetrator nozzles 20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle) ICC lighting DuPont Elite Polyurethane Paint <b>Back up alarm</b> <b>Debris Body "Power Flush" System, 8 jets</b> <b>Revolving light with guard, rear debris tank door mounted</b> <b>Hose footage counter (Curb side)</b> <b>10' of handgun hose (35' total)</b> <b>Overspeed warning light for water pump</b> 12 month standard warranty - see certificate for details Note: PD Units Include Price for required Hydrostatic Drive Option. 5# Fire Extinguisher Set Triangles				
		Models				
		Description	Additional Information	Offered Price	Qty	Total
	A002-2	250H/650	Includes: 2 Stage Vac-Con Blower, Hydrostatic Drive, 5 CY Debris Tank, 650 Gal H2O, 4X2 and Rolling Bogies	\$2,523.00		
	A002-3	350H/650	Includes: 3 Stage Vac-Con Blower, Hydrostatic Drive, 5 CY Debris Tank, 650 Gal H2O, 4X2 and Rolling Bogies	\$12,727.00		
	A002-4	250/850	Includes: 2 Stage Vac-Con Blower, 5 CY Debris Tank, 850 Gal H2O, 4X2 and Rolling Bogies	\$1,260.00		
	A002-5	250/1000	Includes: 2 Stage Vac-Con Blower, 5 CY Debris Tank, 1000 Gal H2O, 4X2 and Rolling Bogies	\$2,498.00		
	A002-6	350/850	Includes: 3 Stage Vac-Con Blower, 5 CY Debris Tank, 850 Gal H2O, 4X2 and Rolling Bogies	\$10,284.00		
	A002-7	350/1000	Includes: 3 Stage Vac-Con Blower, 5 CY Debris Tank, 1000 Gal H2O, 4X2 and Rolling Bogies	\$11,931.00		
	A002-8	290/850	Includes: 2 Stage Vac-Con Blower, 9 CY Debris Tank, 850 Gal H2O, 4X2	(\$1,700.00)		
	A002-9	290/1000	Includes: 2 Stage Vac-Con Blower, 9 CY Debris Tank, 1000 Gal H2O, 4X2	\$0.00		
	A002-10	390/850	Includes: 3 Stage Vac-Con Blower, 9 CY Debris Tank, 850 Gal H2O, 4X2	\$7,801.00		
	A002-11	390/1000	Includes: 3 Stage Vac-Con Blower, 9 CY Debris Tank, 1000 Gal H2O, 4X2	\$9,437.00	1	\$ 9,437.00
	A002-12	211E/850	Includes: 2 Stage Vac-Con Blower, 11 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$14,637.00		
	A002-13	211E/1000	Includes: 2 Stage Vac-Con Blower, 11 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$15,298.00		
	A002-14	211E/1300	Includes: 2 Stage Vac-Con Blower, 11 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$17,491.00		



H-GAC 'FORM E' - OPTIONS PRICING				A002		
Offeror Name:		VAC-CON, INC.				
Invitation No.:		SC01-15 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)				
	A002-15	211E/1500	Includes: 2 Stage Vac-Con Blower, 11 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$19,684.00		
	A002-16	311E/850	Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$17,774.00		
	A002-17	311E/1000	Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$19,171.00		
	A002-18	311E/1300	Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$24,020.00		
	A002-19	311E/1500	Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$29,066.00		
	A002-20	212E/850	Includes: 2 Stage Vac-Con Blower, 12 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$12,926.00		
	A002-21	212E/1000	Includes: 2 Stage Vac-Con Blower, 12 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$14,458.00		
	A002-22	212E/1300	Includes: 2 Stage Vac-Con Blower, 12 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$19,593.00		
	A002-23	312E/850	Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$22,371.00		
	A002-24	312E/1000	Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$24,020.00		
	A002-25	312E/1300	Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$28,972.00		
	A002-26	212E/1500	Includes: 2 Stage Vac-Con Blower, 12 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$28,972.00		
	A002-27	312E/1500	Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$36,652.00		
	A002-28	216E/1300	Includes: 2 Stage Vac-Con Blower, 16 CY Debris Tank with Flat Style Rear Door, 1300 Gal H2O, 6X4. Consult Factory on Rear Axle Requirements, Extended Frame	\$31,472.00		
	A002-29	316E/1300	Includes: 3 Stage Vac-Con Blower, 16 CY Debris Tank with Flat Style Rear Door, 1300 Gal H2O, 6X4. Consult Factory on Rear Axle Requirements, Extended Frame	\$41,056.00		
	A002-30	216E/1500	Includes: 2 Stage Vac-Con Blower, 16 CY Debris Tank with Flat Style Rear Door, 1500 Gal H2O, Extended Frame, 6X4. Consult Factory on Rear Axle Requirements	\$45,730.00		
	A002-31	316E/1500	Includes: 3 Stage Vac-Con Blower, 16 CY Debris Tank with Flat Style Rear Door, 1500 Gal H2O, Extended Frame, 6X4. Consult Factory on Rear Axle Requirements. Cannot be used with High Dump.	\$55,150.00		
	A002-32	Mounting Charge	Required for Every Vehicle	\$2,416.00	1	\$ 2,416.00
		<b>Booms</b>				
		<b>Description</b>	<b>Additional Information</b>			
	A002-33	Fixed Boom - Standard	Standard	\$ -		
	A002-34	6' Aluminum Telescoping Boom with Pendant Control Station		\$ 8,235.00		
	A002-35	10' Aluminum Telescoping Boom with Pendant Control Station		\$ 12,360.00	1	\$ 12,360.00
	A002-36	6' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station	10" Boom Inlet, Boom and Elbow with 10" to 8" Adapter & 8" hose	\$ 14,203.00		
	A002-37	10' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station	10" Boom Inlet, Boom and Elbow with 10" to 8" Adapter & 8" hose	\$ 18,327.00		
		<b>Blower Drives</b>				
		<b>Description</b>	<b>Additional Information</b>			
	A002-38	Hydrostatic Drive	Option Price	\$ 8,814.00		
	A002-39	Hydrostatic Drive	If included in base price	\$ -		
	A002-40	Split Shaft PTO	Standard	\$ -		
	A002-41	High Volume Hydrostatic Drive Upgrade	Option Price	\$ 10,569.00	1	\$ 10,569.00



H-GAC 'FORM E' - OPTIONS PRICING		A002		
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H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)		
	A002-42	High Volume Hydrostatic Drive Upgrade when Hydrostatic is included in base machine price	Optional Price if Hydrostatic Drive is included in Base Price	\$ 1,758.00
		<b>Hose Reels</b>		
		<b>Description</b>	<b>Additional Information</b>	
	A002-43	Front Mounted, Fixed, Standard	Standard	\$ - 1 \$ -
	A002-44	Front Mounted, Fixed, 800' (1") Capacity		\$ 3,150.00
	A002-45	Front Mounted, Articulating to Driver Side (Std Pivot)		\$ 12,214.00
	A002-46	Front Mounted, Articulating to Driver Side, 800' (1") Capacity		\$ 15,363.00
	A002-47	Front Mounted, Articulating to Passenger Side (Reverse Pivot)		\$ 12,253.00
	A002-48	Front Mounted, Articulating to Passenger Side, 800' (1") Capacity		\$ 15,403.00
	A002-50	Rear Mounted, Articulating Hose Reel		\$ 12,227.00
	A002-51	Rear Mounted, Articulating Hose Reel, 800' Capacity		\$ 15,363.00
	A002-52	Front Mounted Swivel Hose Reel, 600' (1") Capacity		\$ 8,780.00
	A002-53	Rear Mounted Swivel Hose Reel, 600' (1") Capacity		\$ 8,525.00
		<b>Hose Reel Options</b>		
		<b>Description</b>	<b>Additional Information</b>	
	A002-54	Pivoting Shield / Lexan		\$ 2,500.00
	A002-55	Hose Reel Shield / Lexan		\$ 1,519.00
	A002-56	Hose Reel Cage		\$ 1,050.00
	A002-57	Automatic Power Guide (711-50627), includes electronic footage for either Omnibus or Non-Omnibus units.		\$ 4,903.00
	A002-58	Electro Magnet for outrigger leg		\$ 4,393.00
	A002-59	Pinch Roller for Automatic Level Wind		\$ 2,079.00
		<b>Water Systems</b>		
		<b>Description</b>	<b>Additional Information</b>	
	A002-60	30 gpm/3000 psi Pump - 10 cylinder WSG-1068 Gas	Pump rating is 40 gpm	\$ -
	A002-61	30 gpm/3000 psi Pump - FMC / Hydro-Excavation Package	Combo Units without Hose Reel	\$ -
	A002-62	60 gpm/2000 psi Pump 10-Cylinder WSG-1068 Gas		\$ -
	A002-63	65 gpm/2000 psi Pump - 10-Cylinder WSG-1068 Gas		\$ -
	A002-64	60 gpm/2500 psi Pump - 10-Cylinder WSG-1068 Gas		\$ -
	A002-65	50 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas		\$ -
	A002-66	80 gpm/2000 psi Pump - 10-Cylinder WSG-1068 Gas		\$ -
	A002-67	80 gpm/2500 psi Pump - 10-Cylinder WSG-1068 Gas		\$ 8,817.00
	A002-68	60 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas		\$ - 1 \$ -
	A002-69	65 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas		\$ -
	A002-70	80 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas		\$ 8,817.00
	A002-71	120 gpm/2000 psi Water System (Includes 500' x 1 1/4" Hose & 800' Capacity Reel) - 10-Cylinder WSG-1068 Gas		\$ 21,875.00
		<b>Water Systems Options</b>		
		<b>Description</b>	<b>Additional Information</b>	
	A002-72	Winter Recirculating System for Rodder Hose		\$ 933.00 1 \$ 933.00
	A002-73	Winter Recirculating connection for low pressure circuit.	Requires winter recirculating system for rodder hose.	\$ 234.00
	A002-74	Winter Recirculating connection for high pressure circuit.	Requires winter recirculation system for rodder hose.	\$ 402.00
	A002-75	Artic Winter Recirculating System for rodder hose, includes plumbing to upper water tanks.		\$ 1,172.00
	A002-76	Air Purge System		\$ 755.00
	A002-77	Drivers Side Hand Gun Connection		\$ 271.00
	A002-78	Rear Hand Gun Connection		\$ 271.00
	A002-79	Front Bumper Hand Gun Connection		\$ 315.00
	A002-80	Pre-Tank Water Filter (In-line)		\$ 315.00
	A002-81	Pre-Tank Water Filter (Y-type)		\$ 842.00
	A002-82	2 1/2" Water Drain Gate Valve Assembly (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	Note: cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one.	\$ 265.00
	A002-83	1/4 turn ball valve water drain ( cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	Note: cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one.	\$ 412.00 1 \$ 412.00
	A002-84	Automatic Continuous Fill System		\$ 1,976.00
	A002-85	Folding Spray Bar Assembly with In Cab Controls		\$ 3,407.00
	A002-86	Variable Flow Valve (Valve Only ) - nozzles required		\$ 389.00 1 \$ 389.00
	A002-87	50' Capacity Retractable Hand Gun Hose Reel	Hose included	\$ 1,851.00 1 \$ 1,851.00
	A002-88	100' Capacity Handgun Hose Reel	Hose Included	\$ 3,253.00
	A002-89	Water Ring Assembly (inlet mounted)		\$ 2,003.00
	A002-90	Pulsation Feature for Water Pump		\$ 3,243.00
	A002-91	Lateral Cleaning Kit w/150' x 1/2" Hose w/Nozzle, Dolly style mounts		\$ 2,874.00
	A002-92	Lateral Cleaning Kit w/200' x 1/2" Hose w/Nozzle, Permanently Mtd, Electronically Controlled		\$ 5,309.00
	A002-93	Lateral Cleaning Kit w/400' Hose w/Nozzle, Permanently Mtd, Hydraulically Controlled		\$ 6,641.00
	A002-94	Hydroexcavation package includes: 50' retractable handgun hose reel with 50' of 1 1/2" high pressure hose, HP/Quick disconnect, heavy duty HP unloader valve, main control ball valve, 48" x 1 1/2" stainless steel lance with pistol grip.		\$ 5,349.00 1 \$ 5,349.00

H-GAC 'FORM E' - OPTIONS PRICING		A002	
Offeror Name:	VAC-CON, INC.		
Invitation No.:	SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous		
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)	
	A002-95	Street Flusher, 450 GPM, air actuated spray heads, includes water and debris tanks tied together	Consult factory for adaptability for Single Engine Design
	A002-96	Auxiliary Engine Driven Hydraulics	\$ 30,140.00
	A002-97	Water Pump Remote Oil Drain	\$ 4,170.00
	A002-98	1,200,000 BTU Diesel Fired Boiler	667-0030
	A002-99	410,000 BTU Diesel Fired Boiler	667-0039
	A002-100	FMC Water Pump Option: 30/3000, 60/2000, 65/3000, 80/2000, 80/2500	Replaces standard Giant water pump
		Water Systems Accessories	
		Description	Additional Information
	A002-101	Hand Gun Assembly, Low Pressure	Hand Gun Only - no hose
	A002-102	Hand Gun Assembly with 25' of ½" hose, Low Pressure	\$ 280.00
	A002-103	10' Hand Gun Hose Extension	\$ 578.00
	A002-104	25' Hand Gun Hose Extension	\$ 102.00
	A002-105	30' Hand Gun Hose Extension	\$ 236.00
	A002-106	50' Hand Gun Hose Extension	\$ 276.00
	A002-107	Water Ring (Ring Only)	\$ 359.00
	A002-108	Hand Gun Bracket Assembly	\$ 422.00
	A002-109	Hand Gun Assembly (2) Handle with Adjustable Spray	\$ 63.00
	A002-110	Water Cooler Rack	\$ 523.00
	A002-111	Cam-locks for Water Fill Hose	\$ 277.00
	A002-112	Cam-locks for Rear Drain Hose	\$ 216.00
	A002-113	Additional Water Tank Sight Guage (Drivers Side)	\$ 304.00
	A002-114	72" x 1/2" Stainless Steel Lance with Adjustable Grip, Single Forward Chisel Jet	711-30902
	A002-115	48"x1/2" Stainless Steel Lance with Adjustable Grip, (4) Forward Jet Chisel	711-30901A
	A002-116	72"x1/2" Stainless Steel Lance with Adjustable Grip, (4) Forward Jet Chisel	711-30902A
	A002-117	48"x1/2" Stainless Steel Lance with Adjustable Grip, Turbo "Rotating" Nozzle	711-30901T
	A002-118	72"x1/2" Stainless Steel Lance with Adjustable Grip, Turbo "Rotating" Nozzle	711-30902T
	A002-119	51"x1/2" Stainless Steel Lance with Adjustable 90 Degree Handle, Single Forward Jet Chisel	711-30903
	A002-120	51"x1/2" Stainless Steel Lance with Adjustable 90 Degree Handle, (4) Forward Jet Chisel	711-30903A
	A002-121	51"x1/2" Stainless Steel Lance with Adjustable 90 Degree Handle, Turbo "Rotating" Nozzle	711-30903T
		Jet Rodder Hose	
		Description	Additional Information
	A002-122	400' x 3/4" 3000 psi/7500 psi - Standard	\$ -
	A002-123	500' x 3/4" 3000 psi/7500 psi - 100' extra	\$ 402.00
	A002-124	600' x 3/4" 3000 psi/7500 psi - 200' extra	\$ 804.00
	A002-125	700' x 3/4" 3000 psi/7500 psi - 300' extra (non-continuous)	\$ 1,206.00
	A002-126	800' x 3/4" 3000 psi/7500 psi - 400' extra (non-continuous)	\$ 1,607.00
	A002-127	1000' x 3/4" 3000 psi/7500 psi - 600' extra (non-continuous)	\$ 2,410.00
	A002-128	400' x 1" 2500 psi/6250 psi - Standard	Standard
	A002-129	500' x 1" 2500 psi/6250 psi - 100' extra	\$ 402.00
	A002-130	600' x 1" 2500 psi/6250 psi - 200' extra	\$ -
	A002-131	700' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)	Requires large hose reel
	A002-132	800' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)	Requires large hose reel
	A002-133	400' x 1" 3000 psi/7500 psi	\$ 581.00
	A002-134	500' x 1" 3000 psi/7500 psi - 100' extra	\$ 1,163.00
	A002-135	600' x 1" 3000 psi/7500 psi - 200' extra	\$ 1,715.00
	A002-136	700' x 1" 3000 psi/7500 psi - 300' extra (non-continuous)	Requires large hose reel
	A002-137	800' x 1" 3000 psi/7500 psi - 400' extra (non-continuous)	Requires large hose reel
	A002-138	500' x 1½" 2500 psi/6250 psi	Standard on 120 gpm water system
	A002-139	800' x 3/4" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose
	A002-140	800' x 1" continuous 2500 psi/6250 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose
	A002-141	800' x 1" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose
		Spare Rolls of Jet Rodder Hose	
		Description	Additional Information
	A002-142	400' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi
	A002-143	500' Spare Roll of Jet Rodder Hose	\$ 1,616.00
	A002-144	600' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi
		Debris Body Options	\$ 2,031.00
		Description	Additional Information
	A002-145	Debris Body "Power Flush" System, 8 jets	\$ 2,414.00
	A002-146	Remove Debris Body "Power Flush" System, 8 jets	\$ -
	A002-147	Flush Out connection for rear door valve	\$ (1,753.00)
			\$ 470.00

H-GAC 'FORM E' - OPTIONS PRICING		A002		
Offeror Name:	VAC-CON, INC.			
Invitation No.:	SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)		
	A002-148	Centrifugal Compressor Fan Flush Out System	\$ 1,086.00	
	A002-149	Hydraulic Rear Door Opener, removes door grabber	\$ 3,411.00	
	A002-150	Water & Debris Tanks Tied Together	\$ 2,065.00	
	A002-151	6" Knife Valve, Lower Rear Door Mounted with Cam-Lock	\$ 1,818.00	
	A002-152	6" Knife Valve with lever action, in Lieu of 5" Butterfly Valve	\$ 662.00	
	A002-153	8" Knife Valve, Lower Rear Door Mounted	\$ 1,969.00	
	A002-154	6" Air operated knife valve/Front Drivers Side Mounted	\$ 2,192.00	
	A002-155	Debris Tank Inspection Hatch , 8" w/steps & handles	\$ 696.00	
	A002-156	Rear, Hydraulic Pump Off System, 200 GPM w/20' lay flat Hose	\$ 6,382.00	
	A002-157	Rear, Hydraulic Pump Off System, 350 GPM w/20' lay flat Hose	\$ 8,505.00	
	A002-158	Rear, Hydraulic Pump Off System, 400 gpm with 20' lay flat hose	\$ 8,505.00	
	A002-159	Rear, Hydraulic Pump Off System, 450 gpm with 20' lay flat hose	\$ 11,485.00	
	A002-160	Rear, Hydraulic Pump Off System, 575 GPM w/20' lay flat Hose	\$ 11,485.00	
	A002-161	Gravity Drain System; plumbing to mid-passenger side of unit, allowing return of liquids to the manhole	\$ 1,699.00	
	A002-162	Front gate valve, for use with Gravity Drain Option	\$ 329.00	
	A002-163	High Dump Option, Single Axle (9 Yard)	\$ 14,866.00	
	A002-164	High Dump Option, Tandem Axle	\$ 18,676.00	
	A002-165	Ceramic Coating in Debris Tank, Single Axle	\$ 4,194.00	
	A002-166	Ceramic Coating in Debris Tank, Tandem Axle	\$ 5,593.00	
	A002-167	A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided	\$ 4,895.00	1 \$ 4,895.00
	A002-168	Rear splash guard (4 - 8 O'clock) - tank mounted	\$ 1,713.00	
	A002-169	Rear splash guard (3 - 9 O'clock) - tank mounted	\$ 1,887.00	
	A002-170	Rear Splash Shield Diamond Plate Aluminum	\$ 3,333.00	
	A002-171	Water Tank Side Panels, Diamond Plate Aluminum	\$ 1,537.00	
	A002-172	Vacuum Enhancer, Fan or PD, Air Operated	\$ 4,394.00	
	A002-173	Vibrator, Electric	\$ 3,818.00	
	A002-174	Screen assembly over rear drain port in lieu of bar weldments	\$ 402.00	
	A002-175	Wear Plate, Swing Style	\$ 933.00	
	A002-176	Rubber pad on standard deflector	\$ 459.00	
	A002-177	Electric Vibrator	\$ 3,818.00	
	A002-178	Wear Plate to cover entire rear door, with hinge	\$ 905.00	
	A002-179	Built in Body Prop - Rear Boom Support Mounted	\$ 423.00	1 \$ 423.00
	<b>Electrical Options</b>			
	<b>Description</b>		<b>Additional Information</b>	
	A002-180	Inspector Cam Camera System with DVR Recording Device	\$ 33,930.00	
	A002-181	Low Water Alarm with Light	\$ 458.00	
	A002-182	Body Load Limit Alarm, Level Indicator	\$ 616.00	
	A002-183	Rear Axle Load Limit Alarm	\$ 834.00	
	A002-184	Front Axle Load Limit Alarm	\$ 834.00	
	A002-185	Auxiliary Engine Kill Switch (Vandalism Protection)	\$ 119.00	
	A002-186	Safety Shut Down Switch for Boom	\$ 159.00	
	A002-187	Vacuum Breaker Override Switch (Vacuum & Drive)	\$ 159.00	
	A002-188	Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.	\$ 4,194.00	1 \$ 4,194.00
	A002-189	4 Way Pendant Control Station	\$ 461.00	
	A002-190	6 Way Pendant Control Station (Spare)	\$ 461.00	1 \$ 461.00
	A002-191	Grounding Cable with Screw Clamp & 25' of Cable	\$ 460.00	
	A002-192	Hi Dump pendant control station with 25' cable	\$ 373.00	
	A002-193	Back Up Alarm	(Standard on Vac-Con 114SD Pool Trucks)	1 \$ -
	A002-194	Remove Back Up Alarm	\$ (247.00)	
	A002-195	Back Up camera with color monitor, rear camera head	\$ 1,574.00	
	A002-196	Omnibus-2 Electronic Controller System-Color Monitor	\$ 3,445.00	1 \$ 3,445.00
	A002-197	Omnibus Footage Counter	For use with Omnibus System	1 \$ 1,512.00
	A002-198	Omnibus Hydrostratic Electronic Engagement	For use with Omnibus features	\$ 1,172.00
	A002-199	Grounding Mat	\$ 882.00	



H-GAC 'FORM E' - OPTIONS PRICING		A002			
Offeror Name:	VAC-CON, INC.				
Invitation No.:	SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	A002-200	Pole Camera	Trio-vision Portable Pole CameraTVS-10, with laser distance measuring, is designed for fast inspection/diagnosis of industrial tanks, vessels, and pipes. Single-operator, spring-loaded, lightweight, extendable carbon fiber, telescopic pole. Vest houses a control box, MP5 with 4.3" screen and battery pack. Cam zoom is 432:1, high-intensity discharge lighting, waterproof to IP68 and pole goes to a 25 foot depth.	\$ 14,395.00	
	A002-201	Omni-View - Data Logging and Telematics System	Requires Omnibus Option	\$ 8,240.00	
		<b>Lighting Options</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-202	Revolving Light with guard, Mirror Mounted	Indicate Driver Side or Passenger Side	\$ 565.00	
	A002-203	Revolving Light with Guard, Rear Debris Tank Door Mounted	Standard	\$ -	
	A002-204	Remove Standard Revolving Light with Guard, Rear Debris Tank Door Mounted		\$ (565.00)	1 \$ (565.00)
	A002-205	Strobe Light, Mirror Mounted, with Limb Guard	Please Indicate Drivers Side or Passenger Side	\$ 629.00	
	A002-206	Strobe Light with Limb Guard, Rear Debris Tank Door Mounted		\$ 629.00	
	A002-207	Mirror Mounted LED Strobe Light with Limb Guard	Please Indicate Driver Side or Passenger Side	\$ 836.00	2 \$ 1,672.00
	A002-208	LED strobe with Limb Guard, Rear Debris Tank Mounted		\$ 836.00	1 \$ 836.00
	A002-209	LED 4 Strobes - (2) front bumper / (2) rear bumper		\$ 1,725.00	1 \$ 1,725.00
	A002-210	LED Arrow Board, Rear Debris Tank Door Mounted		\$ 2,252.00	1 \$ 2,252.00
	A002-211	Arrow Stick		\$ 1,393.00	
	A002-212	LED Arrow stick		\$ 2,331.00	
	A002-213	Arrow Board, D.O.T., WANCO, Rear Debris Tank Door Mounted		\$ 5,899.00	
	A002-214	Hand Held Spot Light		\$ 408.00	
	A002-215	Hand Held Spot Light with 50' Retractable Cord		\$ 952.00	
	A002-216	Hand Light Connection, Rear Dump Control Location	Reaches entire unit	\$ 109.00	
	A002-217	Boom Mounted Flood Lights		\$ 526.00	
	A002-218	Rear Mounted Flood Lights		\$ 526.00	
	A002-219	Flood Light - Water Pump Work Area		\$ 281.00	
	A002-220	Flood Light - Auxiliary Engine Work Area		\$ 281.00	
	A002-221	Flood Light - Level Wind Guide		\$ 281.00	
	A002-222	Limb Guard for Flood Light - each		\$ 86.00	
	A002-223	ICC - LED Lighting Package		\$ 1,428.00	
	A002-224	LED Boom Mounted Flood Lights		\$ 747.00	1 \$ 747.00
	A002-225	LED Rear Mounted Flood Lights		\$ 747.00	1 \$ 747.00
	A002-226	LED Flood Light - Water Pump Work Area		\$ 392.00	1 \$ 392.00
	A002-227	LED Flood Light - Level Wind Guide		\$ 392.00	
		<b>Misc. Machine Options</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-228	Heavy Reinforced Elbow "Wear Back"		\$ 1,000.00	1 \$ 1,000.00
	A002-229	Heavy Duty Rubber Hose in lieu of Kanaflex (replace standard)	(Limits Boom Rotation)	\$ 1,164.00	
	A002-230	Auxiliary engine control panel (lockable door)	For use with Deutz Auxiliary Engines	\$ 295.00	
	A002-231	Cyclone Separator, add on for fan units, consult factory for adaptability	Contact factory for adaptability. Standard on PD units.	\$ 4,419.00	
	A002-232	Hydraulic Power Tool Option, front bumper control valve mount location		\$ 3,053.00	
	A002-233	Hydraulic Power Tool Option, Rear Bumper Control Valve Mount Location		\$ 3,496.00	
	A002-234	Long Handle Storage / PVC (2) mounted in storage box under shelf	(or best location)	\$ 455.00	
	A002-235	Hose Footage Counter (Standard - Driver Side)		\$ 522.00	
	A002-236	Hose Footage Counter (Curb Side)	Standard	\$ -	1 \$ -
	A002-237	Remove Hose Footage Counter (Curb Side)		\$ (522.00)	
	A002-238	Digital electronic footage counter		\$ 3,489.00	
	A002-239	Metric Hose Counter (Driver Side)		\$ 522.00	
	A002-240	Offset Manhole Roller 711-0050		\$ 343.00	
	A002-241	Grate Lifting Hook 711-0474		\$ 401.00	
	A002-242	Cone Storage Rack		\$ 375.00	
	A002-243	Cone Rack, Hinged Style/Deck		\$ 676.00	
	A002-244	Cone Rack, between bogies, tandem		\$ 500.00	2 \$ 1,000.00
	A002-245	Rear Mounted Tow Hooks		\$ 319.00	1 \$ 319.00
	A002-246	Auxiliary Engine Remote Oil Drain		\$ 250.00	1 \$ 250.00
	A002-247	Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)		\$ 2,155.00	1 \$ 2,155.00
	A002-248	Remote Debris Tank Grease Assembly (Ground Level)	Does not include rollers or cams	\$ 2,324.00	1 \$ 2,324.00
	A002-249	Grease Assembly Articulating Hose Reel		\$ 995.00	
	A002-250	Remote Hi-Dump Grease Assembly (Single Axle)		\$ 1,704.00	
	A002-251	Remote Hi-Dump Grease Assembly (Tandem Axle)		\$ 2,038.00	
	A002-252	Automatic Lube System - in addition to manual remote grease options (Vac-Con Module)		\$ 4,779.00	
	A002-253	Automatic Lube Kit for Centrifugal Compressor	Available on 2-Stage or 3-Stage Blower	\$ 2,497.00	
	A002-254	Hydraulic System Temperature Gauge		\$ 292.00	

H-GAC 'FORM E' - OPTIONS PRICING				A002	
Offeror Name:		VAC-CON, INC.			
Invitation No.:		SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	A002-255	Vacuum gauge front bumper location behind reel	\$ 507.00		
	A002-256	Dual Roller Level Wind Guide, plastic (in lieu of single)	\$ 164.00		
	A002-257	Aluminum Single Roller Level Wind Guide, (in lieu of plastic)	\$ 407.00		
	A002-258	Aluminum Dual Roller Level Wind Guide, (in lieu of plastic)	\$ 612.00		
	A002-259	Plastic engraved decals - adhesive type (ilo standard)	\$ 1,545.00		
	A002-260	Vaporooter Commander	\$ 46,971.00		
		The unit will be mounted behind the cab, controls at operator's station: driver's side access. Must be compatible with Sanafoam Vaporooter II chemicals. Foam must consist of fine bubbles of herbicide to kill roots without harming tree growth. Automatically mixes and dispenses components, and injects air; expansion rate 20:1. Integrated wash-down pump, rinses sewer hose as it is extracted. Foaming nozzle is 304 stainless steel. Hinged, Fiberglass control box; max 6"Dx8"Lx10"H, NEMA 4.			
	A002-261	Chemical Tank (15) Gallons	\$ 2,843.00		
	A002-262	Digital Scale System	\$ 6,396.00		
	A002-263	Anti-Freeze System	\$ 911.00		
	A002-264	Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge, available 8-1-12	\$ 4,333.00		
	A002-265	Spanish Decals	\$ -		
	A002-266	French Decals	\$ -		
	A002-267	John Deere 4 Cylinder Diesel Option 140 HP @ 2400 RPM 275 CID Tier 3 Flex (if available)	\$ 2,678.00		
	A002-268	John Deere 6-Cylinder 185 HP at 2400 rpm 415 CID Tier 3 Flex (if available)	\$ 14,396.00	1	\$ 14,396.00
	A002-269	Deutz 2012 6-Cylinder 188HP at 2400 rpm 369 CID Tier 3 Flex (if available)	\$ 8,390.00		
	A002-270	Deutz 2012 138HP Tier 2 Aux Engine EXPORT ONLY	\$ -		
	A002-271	John Deere "Interim" Tier 4 Technology. Model: 4045HFC93 EPA Certified. 140	\$ 22,658.00		
	A002-272	JCB "Interim" T4 Model: TCAE-108 145HP @ 2200RPM	\$ 18,025.00		
		Misc. Machine Accessories			
		Description	Additional Information		
	A002-273	Hose Guide, spare 665-0004	\$ 162.00	1	\$ 162.00
	A002-274	Catch Basin Retriever 711-0371	\$ 512.00		
	A002-275	Manhole Cover Lifting Hook 681-0084	\$ 96.00	1	\$ 96.00
	A002-276	Cover Shover 681-0143	\$ 587.00		
	A002-277	5# Fire Extinguisher 711-1326 (one is standard), spare	\$ 144.00		
	A002-278	First Aid Kit 690-0500	\$ 88.00	1	\$ 88.00
	A002-279	Triangle Kit 690-0494 (one is standard), spare	\$ 88.00		
	A002-280	Grease Gun 690-0093	\$ 70.00	1	\$ 70.00
	A002-281	Anti-Sail Mud Flaps (rear)	\$ 277.00	1	\$ 277.00
		Vacuum Tubing			
		Description	Additional Information		
	A002-282	3' x 8" Aluminum Pipe Extension 800-0063	\$ 219.00		
	A002-283	4' x 8" Aluminum Pipe Extension 800-0347	\$ 240.00		
	A002-284	5' x 8" Aluminum Pipe Extension 800-0064	\$ 257.00	1	\$ 257.00
	A002-285	6' x 8" Aluminum Pipe Extension 800-0089	\$ 289.00		
	A002-286	7' x 8" Aluminum Pipe Extension 800-0352	\$ 319.00		
	A002-287	8' x 8" Aluminum Pipe Extension 800-0261	\$ 319.00		
	A002-288	10' x 8" Aluminum Pipe Extension 800-0133	\$ 350.00		
	A002-289	6½' x 8" Catch Basin Nozzle with Serrated End 800-0065	\$ 332.00		
	A002-290	7½' x 8" Catch Basin Nozzle with Serrated End 800-0572	\$ 365.00		
	A002-291	Non-conducting Catch Basin Nozzle	\$ 954.00		
	A002-292	Leaf Nozzle, 25" x 8" No Holes 800-0088	\$ 236.00		
	A002-293	8" Adjustable Air Gap	\$ 375.00	1	\$ 375.00
	A002-294	Snorkel Nozzle Kit (Includes 1- 3' pipe) 711-0031	\$ 446.00		
	A002-295	5' x 5" Snorkel Pipe Nozzle Extension 800-0127	\$ 144.00		
	A002-296	3' x 8" Clear Demo Tube 711-1255	\$ 520.00	1	\$ 520.00
	A002-297	Circular Operator Handle 711-0172	\$ 240.00		
	A002-298	8" to Double 4" Y Adapter 800-0476	\$ 343.00		
	A002-299	8" Flange to 6" Sleeve Adapter 800-0351	\$ 171.00		
	A002-300	8" Quick Clamp, spare, 680-0015	\$ 36.00	3	\$ 108.00
	A002-301	8" Gasket with Holes 690-0025	\$ 10.00		
	A002-302	8" Rubber Debris Hose / Per Foot 680-0001	\$ 74.00		
	A002-303	8" Hose End 800-0097	\$ 90.00		
	A002-304	8" Power Clamp 680-0016	\$ 102.00		
	A002-305	Rubber Kanaflex hose end for CB Tube/Hydroexcavation	\$ 106.00		
	A002-306	5' x 6" Aluminum Pipe	\$ 257.00		
		6" Intake System			

H-GAC 'FORM E' - OPTIONS PRICING				A002	
Offeror Name:		VAC-CON, INC.			
Invitation No.:		SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	A002-307	3' x 6" Aluminum Pipe	6" Intake System	\$ 218.00	
	A002-308	6' x 6" Aluminum Pipe	6" Intake System	\$ 289.00	
	A002-309	6" Quick Clamp	6" Intake System	\$ 48.00	
	A002-310	6" Adjustable Air Gap	6" Intake System	\$ 388.00	
		<b>Pipe Storage Racks (4 standard per unit)</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-311	Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations.	Specify any requested location in comments section	\$ 169.00	
	A002-312	Vertical Pipe Rack (Holds 3 Pipes)		\$ 505.00	
	A002-313	Lazy Susan Pipe Rack (Holds 5 Pipes)		\$ 2,318.00	1 \$ 2,318.00
	A002-314	Folding Pipe Rack (3), Mtd Rear Door		\$ 2,623.00	
	A002-315	Folding Pipe Rack (3), Tank Mtd, Driver Side		\$ 2,623.00	
	A002-316	Folding Pipe Rack (3), Tank Mtd, Curbside		\$ 2,623.00	
	A002-317	Additional Side Steps (4 are Standard)		\$ 96.00	
		<b>Tool/Storage Boxes</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-318	Storage Box Behind Cab 16" x 42" x 96"	Std on units with 1300 & 1500 gallons of water and 5 yard units with 1000 gallons	\$ 2,154.00	
	A002-319	Aluminum Storage Box Behind Cab 16" x 42" x 96"		\$ 4,626.00	
	A002-320	Aluminum Storage Box Behind Cab in lieu of Standard Steel		\$ 2,472.00	1 \$ 2,472.00
	A002-321	(2) Roll out shelves for storage box behind cab		\$ 1,441.00	
	A002-322	Side Mounted Tool Box 35" x 14" x 24"		\$ 715.00	
	A002-323	35" x 14" x 24" Aluminum Side Mounted Tool Box, ea (ilo steel)		\$ 450.00	
	A002-324	16" x 13" x 72" Aluminum Side Mounted Tool Box, ea (ilo steel)		\$ 1,409.00	
	A002-325	2 ) 24" x 18" x 18" Steel Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only		\$ 880.00	
	A002-326	2 ) 24" x 18" x 18" Aluminum Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only		\$ 1,494.00	1 \$ 1,494.00
	A002-327	12" x 18" x 96" Steel Tool Box, mounts under storage box behind cab		\$ 998.00	
	A002-328	12" x 18" x 96" Aluminum Tool Box, mounts under storage box behind cab		\$ 1,016.00	
	A002-329	Dry Decking - side tool boxes (6' & 35") - each		\$ 197.00	
	A002-330	Dry Decking - behind cab storage box (96")		\$ 482.00	
	A002-331	16x42x48 Steel Storage Box (Drivers Side Behind Cab)	Consult factory for adaptability on tandem axle units	\$ 1,049.00	
	A002-332	16x42x48 Aluminum Storage Box (Drivers Side Behind Cab)	consult factory for adaptability on tandem axle units	\$ 2,704.00	
	A002-333	24x18x18 Steel Tool Box (Extended Frame Units w/o rear tanks)		\$ 829.00	
	A002-334	(2) 24x18x18 Aluminum Tool Box (Extended Frame Units w/o Rear Tanks)		\$ 1,601.00	
		<b>3/4" Spare Nozzles</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-335	3/4" Nozzle rack		\$ 108.00	1 \$ 108.00
	A002-336	3/4" 30 gpm - Standard Nozzle, spare		\$ 349.00	
	A002-337	3/4" 50 gpm - Standard Nozzle, spare		\$ 349.00	
	A002-338	3/4" 30 gpm Penetrator Chisel - Standard, spare		\$ 399.00	
	A002-339	3/4" 50 gpm Penetrator Chisel - Standard, spare		\$ 399.00	
	A002-340	3/4" Nozzle Pipe Assembly (skid), spare		\$ 91.00	
	A002-341	3/4" 30 gpm Grenade Nozzle		\$ 749.00	
	A002-342	3/4" 50 gpm Grenade Nozzle		\$ 749.00	1 \$ 749.00
	A002-343	Aluminum Storm Nozzle 3/4" 30 gpm		\$ 415.00	
	A002-344	Aluminum Storm Nozzle 3/4" 50 gpm		\$ 415.00	
	A002-345	3/4" Storm Nozzle Pipe Assembly (skid)		\$ 91.00	
	A002-346	3/4" 30 gpm Rotating Spinning Nozzle		\$ 883.00	
	A002-347	3/4" 50 gpm Rotating Spinning Nozzle		\$ 883.00	1 \$ 883.00
	A002-348	3/4" 30 gpm Little Bruce 5" Culvert Nozzle		\$ 1,299.00	
	A002-349	3/4" 50 gpm Little Bruce 5" Culvert Nozzle		\$ 1,299.00	
	A002-350	3/4" Brass Flushers Nozzle		\$ 63.00	
		<b>Spare Nozzles</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-351	Standard nozzle		\$ 349.00	
	A002-352	Rotating Spinning Nozzle		\$ 883.00	
	A002-353	Big Otto culvert nozzle		\$ 1,898.00	
	A002-354	3/4" x 10' Length Leader Hose		\$ 243.00	
		<b>1" Spare Nozzles</b>			
		<b>Description</b>	<b>Additional Information</b>		
	A002-355	1" Nozzle rack		\$ 108.00	
	A002-356	Aluminum Storm Nozzle 1" 60 gpm		\$ 415.00	
	A002-357	Aluminum Storm Nozzle 1" 70 gpm		\$ 415.00	
	A002-358	Aluminum Storm Nozzle 1" 80 gpm		\$ 415.00	
	A002-359	1" Storm Nozzle Pipe Assembly (skid)		\$ 91.00	
	A002-360	1" 60 gpm Standard Nozzle, spare		\$ 349.00	
	A002-361	1" 70 gpm Standard Nozzle, spare		\$ 349.00	



H-GAC 'FORM E' - OPTIONS PRICING			A002		
Offeror Name:	VAC-CON, INC.				
Invitation No.:	SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	A002-362	1" 80 gpm Standard Nozzle, spare	\$ 349.00		
	A002-363	Standard nozzle	\$ 349.00		
	A002-364	1" 60 gpm Penetrator Chisel - Standard, spare	\$ 399.00		
	A002-365	1" 70 gpm Penetrator Chisel - Standard, spare	\$ 399.00		
	A002-366	1" 80 gpm Penetrator Chisel - Standard, spare	\$ 399.00		
	A002-367	Penetrator nozzle	\$ 399.00		
	A002-368	1" Nozzle Pipe Assembly (skid), spare	\$ 91.00		
	A002-369	1" 60 gpm Grenade Nozzle	\$ 749.00		
	A002-370	1" 70 gpm Grenade Nozzle	\$ 749.00		
	A002-371	1" 80 gpm Grenade Nozzle	\$ 749.00		
	A002-372	Grenade nozzle	\$ 749.00		
	A002-373	1" 60 gpm Rotating Spinning Style	\$ 883.00		
	A002-374	1" 70 gpm Rotating Spinning Style	\$ 883.00		
	A002-375	1" 80 gpm Rotating Spinning Style	\$ 883.00		
	A002-376	Little Bruce culvert nozzle	\$ 1,898.00		
	A002-377	1" 60 gpm Big Otto 8" Culvert Nozzle	\$ 1,898.00		
	A002-378	1" 70 gpm Big Otto 8" Culvert Nozzle	\$ 1,898.00		
	A002-379	1" 80 gpm Big Otto 8" Culvert Nozzle	\$ 1,898.00		
	A002-380	1" Brass Flusher Nozzle	\$ 75.00		
	<b>Leader Hose</b>				
	<b>Description</b>		<b>Additional Information</b>		
	A002-381	3/4" x 10' Length Leader Hose	\$ 243.00	1	\$ 243.00
	A002-382	1-1/4" x 10' Length Leader Hose	\$ 243.00		
	A002-383	3/4" x 15' Length Leader Hose	\$ 365.00		
	A002-384	1" x 15' Length Leader Hose	\$ 365.00		
	A002-385	1-1/4" x 15' Length Leader Hose	\$ 365.00		
	A002-386	3/4" x 20' Length Leader Hose	\$ 389.00		
	A002-387	1" x 20' Length Leader Hose	\$ 389.00		
	A002-388	1-1/4" x 20' Length Leader Hose	\$ 389.00		
	A002-389	3/4" x 25' Length Leader Hose	\$ 466.00		
	A002-390	1" x 25' Length Leader Hose	\$ 466.00		
	A002-391	1-1/4" x 25' Length Leader Hose	\$ 466.00		
	A002-392	3/4" x 30" Length Leader Hose, Spare	\$ 115.00		
	A002-393	1" x 30" Length Leader Hose, Spare	\$ 115.00		
	A002-394	1-1/4" x 30" Length Leader Hose, Spare	\$ 115.00		
	<b>Swedge Tools</b>				
	<b>Description</b>		<b>Additional Information</b>		
	A002-395	Hydraulic Swage Kit	\$ 2,631.00		
	A002-396	Manual Swage Kit	\$ 1,725.00		
	A002-397	1" Swage End	\$ 70.00		
	A002-398	3/4" Swage End	\$ 65.00		
	<b>Root Cutters</b>				
	<b>Description</b>		<b>Additional Information</b>		
	A002-399	Rotating Turbine Chain Scraper 5"-10" with skids & chain 10.125TR6-10	\$ 3,786.00		
	A002-400	Rotating Turbine Chain Scraper with skids and Chain 10.125TR8-12 set	\$ 3,966.00		
	A002-401	1" to 3/4" Bushing for Chain Scraper	\$ 16.00		
	A002-402	1" Bulldog with skid 400.600BS	\$ 3,137.00		
	A002-403	3/4" Bulldog 400.060A	\$ 2,859.00	1	\$ 2,859.00
	<b>Manuals</b>				
	<b>Description</b>		<b>Additional Information</b>		
	A002-404	Electronic Vac-Con Manual (Thumb Drive), spare	One electronic manual standard per unit	\$ 178.00	
	A002-405	Paper Vac-Con Manual - No longer standard		\$ 178.00	
	<b>Paint Options (Module)</b>				
	<b>Description</b>		<b>Additional Information</b>		
	A002-406	Paint Module: DuPont Elite White N0006EX (white is standard unless otherwise specified)	\$ -		
	A002-407	Paint Module: DuPont Elite School Bus Yellow N0662EX	\$ -		
	A002-408	Paint Module: DuPont Elite Safety Yellow N1155EX	\$ -		
	A002-409	Paint Module: DuPont Elite Coca Cola Red N0252EX	\$ -		
	A002-410	Paint Module: DuPont Elite Candy Apple Red 748727	\$ -		
	A002-411	Paint Module: DuPont Elite Medium Blue 748701	\$ -		
	A002-412	Paint Module: DuPont Elite Deep Blue 748718	\$ -		
	A002-413	Paint Module: DuPont Elite Pepsi Blue N4147-HN	\$ -		
	A002-414	Paint Module: DuPont Elite Omaha Orange 748739	\$ -		
	A002-415	Paint Module: DuPont Elite Cat Yellow 771861EX	\$ -		
	A002-416	Paint Module: DuPont Elite Lime Green 748724	\$ -		
	A002-417	Paint Module: DuPont Elite Green 748713	\$ -		
	A002-418	Paint Module: DuPont Elite Woodland Green 748708	\$ -		
	A002-419	Undercoat - Vac-Con Module & Chassis	\$ 1,885.00		
	A002-420	Paint Tool Box/Storage Boxes to match Unit	Standard - Black Powder Coating	\$ 694.00	
	A002-421	Metallic paint Option		\$ 2,840.00	
	<b>Paint Options (Module Stripe)</b>				
	<b>Description</b>		<b>Additional Information</b>		

H-GAC 'FORM E' - OPTIONS PRICING				A002		
Offeror Name:		VAC-CON, INC.				
Invitation No.:		SC01-15 – Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)				
	A002-422	Reflective Striping, Other than standard colors	Avail colors: Black, Red, Orange, Yellow, Green, Pink	\$ 622.00		
	A002-423	Standard Striping Package - White 692-5204-01		\$ -		
	A002-424	Standard Striping Package - Blue 692-5204-02		\$ -		
		Paint Options (Chassis)				
		Description	Additional Information			
	A002-425	Vac-Con to Paint Cab - Specify Color		\$ 2,928.00		
	A002-426	Paint Chassis Hood Flat Black		\$ 694.00		
		Paint Options (Chassis Stripe)				
		Description	Additional Information			
	A002-427	Cab "Z" Striping Package, specify Color	Avail colors: White, Blue, Black, Red, Orange, Yellow, Green	\$ 1,125.00		
	A002-428	Cab "Small Stripes" Striping Package, Specify Color	See available colors	\$ 1,125.00		
	A002-429	Cab Painted with Flames		\$ 2,811.00		
		Delivery				
		Description	Additional Information			
	A002-430	Delivery charges to be determined by final delivery destination		\$ -		
	A002-431					
		Chassis Modifications				
		Description	Additional Information			
	A002-432	Roll Bogies, Single Axle		\$ 2,445.00		
	A002-433	Roll Bogies, Tandem Axle		\$ 3,191.00		
	A002-434	Air dryer - Bendix AD-9		\$ 1,394.00		
	A002-435	Air dryer - Bendix AD-IP	(Standard on Vac-Con 114SD Pool Trucks)	\$ 1,990.00		
	A002-436	Air horn - single base	(Standard on Vac-Con 114SD Pool Trucks)	\$ 968.00		
	A002-437	Air restriction gauge, dash mounted		\$ 627.00		
	A002-438	Air seat, passenger		\$ 1,179.00	1	\$ 1,179.00
	A002-439	2-man passenger seat		\$ 1,189.00		
	A002-440	Block Heater		\$ 769.00		
	A002-441	Metric speedometer		\$ 939.00		
	A002-442	Heated motorized mirrors		\$ 2,672.00		
	A002-443	Silicone hoses		\$ 644.00		
	A002-444	Front Mud Flaps		\$ 122.00		
	A002-445	Transmission temperature gauge		\$ 1,251.00		
	A002-446	Spare tire & rim 385/65Rx22.5		\$ 1,451.00		
	A002-447	Spare tire & rim 425/65Rx22.5		\$ 1,808.00		
	A002-448	Spare tire & rim 11R22.5		\$ 905.00		
	A002-449	Spare front wheel (22.5x12.25)		\$ 513.00		
	A002-450	Spare rear wheel (8.25x12.25)		\$ 228.00		
	A002-451	12 ton jack & lug wrench		\$ 341.00		
	A002-452	Chassis Parts Catalog		\$ 456.00		
	A002-453	Chassis Operators Manual		\$ 58.00		
	A002-454	Parts Manual on CD-Rom		\$ 456.00		
	A002-455	Service Manual on CD-Rom		\$ 456.00		
	A002-456	Wheel Simulators		\$ 2,275.00		
	A002-457	Daytime Running Lights	(Standard on Vac-Con 114SD & IH Pool Trucks)	\$ 456.00		
	A002-458	Remote Chassis Engine Start Switch		\$ 2,842.00	1	\$ 2,842.00
		Extended Warranties				
		Description	Additional Information			
	A002-459	Allison Series 3000 5-year/unlimited mileage	Requires TrandSynd Synthetic Transmission Fluid or TES-295	\$ 1,666.50		
	A002-460	Allison Series 4500 5-year/unlimited mileage	Requires TrandSynd Synthetic Transmission Fluid or TES-295	\$ 2,066.46		
	A002-461	John Deere auxiliary engine 3 Years/4000 hours (subject to \$250 deductible) extended warranty		\$ 2,206.45		
	A002-462	John Deere auxiliary engine 4 Years/5000 hours (subject to \$250 deductible) extended warranty		\$ 2,806.39		
	A002-463	John Deere auxiliary engine 5 Years/5000 hours (subject to \$250 deductible) extended warranty		\$ 3,712.96		
	A002-464	FR 114SD: 3yrs./200,000 mi. extended warranty, includes towing	Cummins-ISL370 engine 3yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment	\$ 8,160.00		
			Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295			
	A002-465	FR 114SD: 4yrs./200,000 mi. extended warranty, includes 4yrs. towing	Cummins-ISL370 engine 4yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment	\$ 10,221.00		
			Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295			
	A002-466	FR 114SD: 5yrs./200,000 mi. extended warranty, includes 5yrs. Towing	Cummins-ISL370 engine 5yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment	\$ 12,908.12		

H-GAC 'FORM E' - OPTIONS PRICING		A002	
Offeror Name:	VAC-CON, INC.		
Invitation No.:	SC01-15 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous		
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)	
		Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295	
	A002-467	IH 7300 & 7400 ESC: 3yrs./150,000 mi. base vehicle extended warranty, includes 3 yrs./UNL towing	\$ 7,999.00
		Allison Series 3000 3 yrs. <b>standard</b> - is Requires TrandSynd Synthetic Transmission Fluid or TES-295	
	A002-468	IH 7300 & 7400 ESC: 4yrs./150,000 mi. base vehicle extended warranty, includes 4yrs./UNL towing	\$ 12,118.00
		Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295	
	A002-469	IH 7300 & 7400 ESC: 5yrs./150,000 mi. base vehicle extended warranty, includes 5 yrs./UNL towing	\$ 14,225.00
		Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295	
		<b>Subtotal:</b>	<b>B1 \$ 111,213.00</b>
		Unpublished Options Vac-Con Body	
		Debris Body Level Indicator	\$ 1,026.25
		Hand Held Spotlight - LED	\$ 563.00
		Mid Body LED Strokes	\$ 911.00
		Pipe Rack Behind Front Hose Reel	\$ 150.00
		Rear Bumper / Storage Assembly	\$ 1,656.00
		LED Flood Light Assembly - Auxiliary Engine Driver's Side	\$ 300.00
		711-30904 - Hydro Excavation Lance Assembly	\$ -
		Remote Engine Start Switch - Vac-Con Module	\$ -
		<b>Total Unpublished Options</b>	<b>\$ 4,606.25</b>





**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract  
No.:

HT06-16

Date  
Prepared:

12/12/2016

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Belton	Contractor:	Houston Freightliner, Inc
Contact Person:	Byron Sinclair	Prepared By:	Michael McCarthy
Phone:	254-933-5811	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:	bsinclair@beltontexas.gov	Email:	Mike.McCarthy@STRHouston.com

Product Code:	D3	Description:	2017 Freightliner 114SD
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<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>	77539
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**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Air Conditioner	850
Allison 3000 RDS Transmission	7306	Air Cab Mounts	118
20000 LB Front Axle	2483	Air Ride Driver Seat	165
20000 Front Suspension	1085	AM/FM Radio	225
100 Gallon LH Fuel Tank	375	24" Front Frame Extension	173
23,000 LB Rear Axle	-6963	BW-ADIP Air Dryer	290
252" Wheelbase	1028		
11/32x3.5x10 15/16 Frame	155	VacCon 9 CU YD Combination Body	255,269
1/4" Frame Liner	650		
RH Outboard Under Step Exhaust with Vertical Stack	629		
		Subtotal From Additional Sheet(s):	
425/65R22.5 Front Tires	471	Subtotal B:	264309

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
22.5x8.25 Rear Aluminum Wheels	1500	SEE Vac-Con Unpublished Options on Attached	4606.25
22.5x12.25 Front Aluminum Wheels	2500	Subtotal From Additional Sheet(s):	
30,000 LB Rear Suspension	-1500	Subtotal C:	7106.25

<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	2%
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**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	348954.25	=	Subtotal D:	348954.25
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<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>	Subtotal E:	1500
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**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
One Year Tow Warranty	200	Vac-Con Delivery	2250
Discount	-2817		
		Subtotal F:	-367

<b>Delivery Date:</b>	1/15/2017	<b>G. Total Purchase Price (D+E+F):</b>	350087.25
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# Staff Report – City Council Agenda Item



## Agenda Item #15

Consider a resolution authorizing the City Manager to take all steps necessary to submit an application for grant funds through the Office of the Governor, Criminal Justice Division for the Body-Worn Camera Program.

### Originating Department

Police – Gene Ellis, Assistant City Manager / Chief of Police  
Administration – Aaron Harris, Grants and Special Projects Coordinator

### Summary Information

This is an application for grant funds to purchase body-worn cameras (BWC) and digital video storage through the Office of Governor, Criminal Justice Division, Body-Worn Camera Program. BPD has spent the past year and a half researching BWCs to determine the most effective solution to meet our needs. After reviewing and wear-testing numerous brands of BWCs, our current in-car camera vendor, Watchguard, has been determined to be the best BWC solution for Belton. We recently purchased our first three BWCs as part of an integrated system with in-car cameras on our newest three vehicles. This grant opportunity will allow us to fully implement BWC technology immediately rather than our original plan of a phased in approach over several years.

The BWC grant program requires a 20 percent match. We budgeted \$10,000 in the current police budget to purchase some BWCs. The grant deadline is January 16, 2017 and funding is expected in March or April 2017 if our grant application is approved.

### Fiscal Impact

Amount: \$44,241 (\$35,393 grant funds / \$8,848 City Match)

20 Body-Worn Cameras with software and accessories	\$32,126
48TB Server Based Digital Video Storage	<u>\$12,115</u>
TOTAL:	\$44,241

Budgeted: ☒ Yes ☐ No

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

Funding Source(s): General Fund – PD Budget

### **Recommendation**

Recommend authorizing the City Manager to take all steps necessary to submit an application for CJD grant funds for Body-Worn Cameras for \$44,241.

### **Attachments**

CJD Grant Announcement  
Resolution  
Letter of Support from Bell County DA





Office of the Governor

## Criminal Justice Division

Funding Announcement:

***Body-Worn Camera Program,  
Second-Round Funding Announcement***

November 15, 2016

## **Opportunity Snapshot**

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

## **Purpose**

The purpose of this announcement is to aid municipal police departments and county sheriffs' offices in establishing or enhancing body-worn camera (BWC) programs.

## **Funds Available**

It is anticipated that up to \$2.2 million may be funded under this announcement.

## **Process**

Applicants first complete an application. CJD will then make funding decisions – including any limitations on costs or award amount – and notify each applicant. Selected applicants may then accept grant to receive those funds, as long as they meet all required conditions.

## **Budget**

There is no minimum or maximum request under this program, however, applicants should consider the overall spending cap and CJD's desire to provide resources to as many departments as possible. CJD reserves the right to establish funding limits following receipt of all preliminary applications to provide for broad implementation of the program. Funds may only be used for the one-time purchase of cameras and to procure digital video storage resources (not to exceed one year).

## **Match**

Grantees must provide matching funds equal to 20% of the total project cost. The match requirement can be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

## **Project Periods**

A project funded may not exceed a 12-month period.

## **Organizational Eligibility**

Applications may be submitted by municipal police departments and county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, or are primary responders to calls for assistance from the public.

## **Contact Information**

If additional information is needed, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

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# Body-Worn Camera Program

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The goal of the Criminal Justice Division is to provide needed funding to improve public safety and support victims of crime by addressing system gaps and promoting innovative solutions to common problems. CJD is accepting applications for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.

If you are interested in applying for a grant under this program, follow the five-step process outlined below.

- **Step One - Review the Process:** Become familiar with this funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your application. For information on how to apply online, or to register for the system, go to <http://egrants.gov.texas.gov>.
- **Step Four - Review your Preliminary Funding Decision.** Receive a funding decision from CJD regarding whether you will be funded, how much funding you are eligible to receive, and any limitations.
- **Step Five – Accept the Award.** Upon notification of the final award, review the award notification and agreement and accept it along with its conditions.

## Step 1: Review the Process

### Overview

Applicants may submit an application through CJD's eGrants system at <https://eGrants.gov.texas.gov/>.

### Timeline

Action	Date
Funding Announcement Release	November 15, 2016
Online System Opening Date	November 15, 2016
Application Deadline	January 16, 2017 at 5PM CST
Earliest Start Date	March 1, 2017
Latest End Date	April 30, 2018

## Submission Methods

Per Rule §3.7 of the Texas Administrative Code, all applications must be submitted and certified to CJD via the eGrants system by the applicant's authorized official on or before the deadline listed above. CJD will strictly interpret this requirement and any application not submitted and certified by the deadline will be considered ineligible for funding under this solicitation. For assistance in certifying an application, please see the "Guide to Creating an Application" link located at <https://egrants.gov.texas.gov/>.

## Step 2: Consider the Requirements

### Organizational Eligibility

Applications may be submitted by municipal police departments and county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public. (See Chapter 1701, Occupations Code, Subchapter N as amended by SB 158, 84<sup>th</sup> Legislature.)

### Funding and Project Period Limits

It is anticipated that up to \$2.2 million may be funded under this announcement. This amount represents the full level of funding available. No additional funding will be made available in state fiscal years 2016 or 2017. (Funds are authorized under SB 158 and appropriated in Sec. 18.73 of the General Appropriations Act of the 84th Legislature.) The number of awards will depend upon the quantity and reasonableness of costs of the applications received.

A project funded may not exceed a one-year grant period.

### Match Requirement

Grantees must provide matching funds equal to 20% of the total project cost. The match requirement may be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

### Eligible Expenses

Grant funds are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. CJD will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Grant funds must be used to equip officers employed directly by a municipal police department or a county sheriff's office who are regularly engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public. Funds may not be used to equip officers employed by other agencies that are not eligible for this funding.

The Texas Department of Information Resources (DIR) has negotiated discounted prices on body camera equipment with several different vendors. Contacts and prices may be viewed at this link: <http://dir.texas.gov/View-Search/Contracts.aspx?keyword=body%20cameras> . For more information, contact Dana L. Collins at [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov) or 512-936-2233. DIR is also actively seeking agencies wishing to test a cloud-based video storage system and may offer incentives to participate. For more information, contact Tere Shade at [terese.shade@dir.texas.gov](mailto:terese.shade@dir.texas.gov) or 512-475-4700.

## Ineligible Costs and Activities

Grant funds may not be used to support the services, activities, and costs designated as ineligible in CJD's *Guide to Grants*: Grant funds may also not be used to support the following services, activities, and costs:

1. salaries;
2. supplanting or use of grant funds to replace any other existing federal, state or local funds
3. any other prohibition imposed by federal, state or local law or regulation;
4. any portion of the salary of, or any other compensation for an elected or appointed government official;
5. indirect costs;
6. costs ancillary to the purchase of cameras, storage, or the program operation, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD; and
7. any other prohibition imposed by federal, state, or local law.

## Reporting Requirements

**Financial and Progress Reports.** At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

**Performance Reports.** Each grantee must agree to submit an online report to the Texas Commission on Law Enforcement (TCOLE) at <https://www.tcole.texas.gov/> within 30 days of the date the grantee submits its final request for reimbursement to CJD, indicating that all purchases are complete. As a condition of funding, each grantee must file follow-up reports via the TCOLE website 12, 24, and 36 months later, for a total of three annual reports. Each of these reports will include information covering the previous 12 months:

- 1) Any expenditures on cameras during the previous year, including the make, model and cost of cameras;
- 2) Any expenditures on video storage during the previous year, including the method and cost of video storage and the amount of storage required;
- 3) Impact evaluation information including the following incidents during the previous year:
  - number of public complaints filed against officers or the agency;
  - number of public complaints sustained (i.e. those that were not dismissed);
  - number of use of force incidents (as defined by the applicant);
  - number of arrests for resisting arrest, search, or transportation (Texas Penal Code Sec. 38.03);
  - number of arrests for evading arrest or detention (Texas Penal Code Sec. 38.04);
  - number of arrests for hindering apprehension or prosecution (Texas Penal Code Sec. 38.05); and
  - number of arrests for interference with public duties (Texas Penal Code Sec. 38.15).

## Program-Specific Requirements

**Statutory Requirements.** Chapter 1701, Occupations Code, Subchapter N governs this grant program as well as the use of body-worn cameras by law enforcement in general. CJD strongly encourages all applicants to read this statute prior to applying for funds as it contains other legal requirements as well as criminal penalties for certain unapproved releases of digital information. It is critical that all law enforcement agencies using body-worn cameras have a clear understanding of this statute and all rules governing these programs as they are both state law and conditions of funding.

**Department Policies.** A grantee, before CJD can reimburse for any costs, must have developed and have in place all policies required under Subchapter N, Chapter 1701, Occupations Code, including the policy required under Sec. 1701.655. Such a policy must ensure that cameras are activated only for law enforcement purposes and must include:

- guidelines for when a peace officer should activate a camera or discontinue a recording in progress, including the need for privacy in certain situations or locations;
- provisions relating to data retention, including a minimum retention period of 90 days;
- provisions relating to storage of video and audio, including backup copies and data security;
- guidelines for public access, through open records requests, where the recordings are public information;
- provisions entitling an officer to access any recording of an incident involving that officer prior to being required to make a statement;
- procedures for supervisory or internal review;
- the methods for handling and documenting equipment and malfunctions of equipment;
- a provision that law enforcement officers may not be required to keep a body-worn camera activated for the full period of their duty shift; and
- all policies adopted must be consistent with the Federal Rules of Evidence and the Texas Rules of Evidence.

TCOLE has developed model policies for publication available at <https://www.tcole.texas.gov/content/body-worn-cameras>, which may be helpful in establishing agency policies. All policies adopted by grantees must abide by any minimum standards established by TCOLE.

**Training.** All officers who will be equipped with cameras purchased under the program must be trained before doing so in official duty and CJD cannot reimburse any costs until this training has occurred. Such training must comply with the requirements of Sec. 1701.656, Occupations Code, which requires that, prior to operating a body-worn camera program, the grantee must train the officers who will wear the cameras as well as any other personnel who will come into contact with the video and audio data obtained through the program.



## CJD Funding Announcement: Body-Worn Camera Program

To assist law enforcement agencies in this task, TCOLE has developed training programs for the use of body-worn cameras. Law enforcement agencies, however, may use their own training, that of another agency or department, an existing training curriculum, or that of TCOLE to satisfy the requirements of this program. However, all such training must meet any minimum standards established by TCOLE.

**Sustainment.** Grantees must agree to maintain the equipment, replace broken or nonworking equipment, and maintain adequate digital video storage for a period of not less than three years from the date of final grant award.

### Standard CJD Requirements

**CJD Regulations.** Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Immigration and Customs Enforcement Requests.** An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that include a department that detains individuals after arrest for a criminal violation. This requirement is met when the applicant submits both a letter and a certification as part of their application.

The letter must contain text specified by OOG (available at [http://gov.texas.gov/cjd/dhs\\_detainerrequest](http://gov.texas.gov/cjd/dhs_detainerrequest)) and be signed and dated by the head of each relevant department that detains individuals after arrest. (In most cases, this will be the county sheriff.) The certification (text in eGrants and also available at [http://gov.texas.gov/cjd/dhs\\_detainerrequest](http://gov.texas.gov/cjd/dhs_detainerrequest)) is made by the authorized official submitting the application on behalf of the grantee, and pertains to the actions of the relevant department that detains individuals after arrest.

OOG, at its sole discretion, may accept a copy of any such the letter for all grants applied for by the county or municipality for a period of two years after the letter date. If that period expires during the project period, a grantee must submit an updated letter in order to remain in compliance with this requirement. The certification must be made by the authorized official for each application the county or municipality submits to OOG. Failure to submit a certification and to submit and maintain a valid letter will result in denial of all applications that benefit the department and may result in denial of applications submitted by other departments or subdivisions of the county or municipality, at OOG's sole discretion.

**Uniform Crime Reports.** Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

**Criminal History Reporting.** The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

## Step 3: Apply via eGrants

### Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do> ).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants at <https://eGrants.gov.texas.gov/>.

### District Attorney Coordination Letter

Before an applicant can receive reimbursement funds, they must upload a letter from the local district attorney expressing that they actively use the evidence created through the use of body cameras and will participate in the law enforcement agency's BWC policy development. More information and a sample resolution are available at <http://gov.texas.gov/cjd/bodycams>.

### Governing Board Letter

Before an applicant can receive reimbursement funds, they must upload a copy of a resolution from their governing body designating an individual as the responsible official for the grant, committing to work with the District Attorney in the development of BWC policies and trainings and granting access to video evidence. The resolution must also contain a commitment to maintain the cameras and equipment purchased under the grant for at least three years, and an estimated budget needed to accomplish that. More information and a sample resolution are available at <http://gov.texas.gov/cjd/bodycams>.

## Step 4: Funding Decisions and Grant Acceptance

### Selection and Fund Allocation Criteria

CJD will review the applications to understand the overall demand for the program and for significant variations in costs per unit (both for cameras and the cost for storage on a per camera basis). After this review, CJD will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair share cuts may allow for broader distribution and a higher number of new body-worn camera programs while still remaining effective. Additionally, CJD may consider other factors in determining which programs to fund, such as geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested.

Applications from prior recipients of body camera grant funds awarded by the Office of the Governor will be considered, but priority may be given to those agencies who have not yet received such awards.

## **Step 5: Accept the Award**

Applicants that receive funding through the final award process will need to follow the instructions found within the award to accept the grant officially. CJD cannot reimburse grantees for funds until all training is provided and policies are in place (see Step 3). As a result, awards may include conditions requiring those activities to be completed and certified to CJD prior to release of funds.

## Appendix: Research and Reference Material on Body-Worn Camera Programs

The Bureau of Justice Assistance has developed a Body-Worn Camera Toolkit that serves as a clearinghouse for information and available research on these programs. The toolkit includes a large set of reports and information including guidance, research, and project evaluations. Much of the information below about resources is excerpted from BJA's toolkit. The toolkit can be found at: <https://www.bja.gov/bwc/>

### Resource Highlights

There are several useful resources on body-worn cameras (BWC). The Police Executive Research Forum (PERF) and the Office of Community Oriented Policing Services (COPS) Office published a report in 2014 that examined key issues and offered policy recommendations. The report was based on survey responses from 254 agencies, interviews with 40 law enforcement executives who have implemented BWCs, and outcomes from a one-day conference held on September 11, 2013, that included more than 200 law enforcement executives, scholars, and experts. In April 2014, the Office of Justice Programs Diagnostic Center published a report that described the core issues surrounding the technology and examined the state of research on those issues (White, 2014). In March 2014, the National Institute of Justice (NIJ) published a market survey that compared BWC vendors across a range of categories. There is also a growing number of published evaluations that examine the implementation, impact, and consequences of body-worn cameras. The BJA web site and toolkit is intended to be a clearinghouse of the latest available research, reports, and knowledge on the technology.

For additional information, see:

- BJA offers a variety of technology resources including a Market Survey on Body-Worn Cameras compares the different commonly available cameras against a variety of technology capabilities. <https://www.bja.gov/bwc/Topics-Technology.html>
- Police Executive Research Forum (PERF) for the Office of Community Oriented Policing Services, Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned: <http://www.justice.gov/iso/opa/resources/472014912134715246869.pdf>
- Office of Justice Programs Diagnostic Center, Police Officer Body-Worn Cameras: Assessing the Evidence: <https://ojpdiagnosticcenter.org/sites/default/files/spotlight/download/Police%20Officer%20Body-Worn%20Cameras.pdf>
- National Law Enforcement and Corrections Technology Center (NLECTC) for the National Institute of Justice, Primer on Body-Worn Cameras for Law Enforcement: <https://www.justnet.org/pdf/00-Body-Worn-Cameras-508.pdf>



## About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements. CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

**RESOLUTION 2017-02-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM.**

**WHEREAS,** The City of Belton finds it in the best interest of the citizens of Belton that the Body Worn Camera program be operated for 2017; and

**WHEREAS,** City of Belton agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

**WHEREAS,** the City of Belton agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Belton assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS,** the City of Belton commits to work with the Bell County District Attorney in the development of Body Worn Camera policies and trainings and access to video evidence; and

**WHEREAS,** the City of Belton commits to maintain the cameras and equipment purchased under the grant for at least three years; and

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

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS** that the City of Belton approves submission of the grant application for the Body Worn Camera program to the Office of the Governor.

**PASSED AND APPROVED ON THIS THE 10<sup>th</sup> DAY OF JANUARY 2017.**

\_\_\_\_\_  
Marion Grayson, Mayor

**ATTEST:**

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

Grant Number: 3227801



**HENRY GARZA**  
**DISTRICT ATTORNEY**  
27TH JUDICIAL DISTRICT OF TEXAS  
BELL COUNTY

January 4, 2017

To Whom It May Concern,

My name is Henry Garza, and I serve as the District Attorney for Bell County.

I understand that Belton Police Department has applied for grant funding to equip its officers with body-worn cameras. The department has contacted me and asked me to participate in the development of the department's policies regarding the use of the cameras by its officers, and in the handling of the video evidence produced by the cameras.

I also intend to utilize that evidence in the prosecution of crimes by my office, as appropriate and allowable under applicable laws, rules and practices.

Respectfully Submitted,

Henry Garza  
District Attorney  
27<sup>th</sup> Judicial District

Hg/kh

**PAUL R. MCWILLIAMS**  
FIRST ASSISTANT

☆☆

**SEAN K. PROCTOR**  
ASSISTANT

**C. DAVID EAKIN**  
ASSISTANT

**MICHAEL WALDMAN**  
ASSISTANT

**LESLIE MCWILLIAMS**  
ASSISTANT

**BOB D. ODOM**  
ASSISTANT

**STEPHANIE R. NEWELL**  
ASSISTANT

**WM. NELSON BARNES**  
ASSISTANT

**SHELLY STRIMPLE**  
ASSISTANT

**TERRY CLARK**  
ASSISTANT

**FRED BURNS**  
ASSISTANT

**ANNE M. JACKSON**  
ASSISTANT

**SUZANNE WOHLER**  
ASSISTANT

**JOHN ERSKINE**  
ASSISTANT

**CRISTIN LANE**  
ASSISTANT

☆☆

**BILLY L. CURRY**  
CHIEF  
CRIMINAL INVESTIGATOR

**GREG HOLLOWAY**  
CRIMINAL INVESTIGATOR

**KARL ORTIZ**  
CRIMINAL INVESTIGATOR

**MICHAEL SIMMONS**  
CRIMINAL INVESTIGATOR

**BRIAN BOBÉ**  
CRIMINAL INVESTIGATOR

☆☆

**DANA BETTGER**  
VICTIM/WITNESS COORDINATOR

**BETSY CRUZ**  
VICTIM/WITNESS COORDINATOR



# Staff Report – City Council Agenda Item



## Agenda Item #16

Consider authorizing the City Manager to execute Amendment No. 1 to a professional services agreement with Kasberg, Patrick & Associates for the Sparta Road Reconstruction Project.

### Originating Department

Engineering – Angellia Points, P.E., Director of Internal Services/City Engineer

### Background

On October 24, 2012, Council authorized Kasberg, Patrick & Associates to begin the Preliminary Engineering Report for Sparta Road from Loop 121 to Main Street. The need for the work was a result of a Traffic Impact Study which identified various issues with flow of traffic, pedestrians, and bicycles.

On February 24, 2015, Council approved the professional services agreement with Kasberg, Patrick & Associates for design services related to the reconstruction of Sparta Road from Loop 121 to the Walmart access driveway. The scope of work for the contract included:

- design modifications to the Loop 121 and Sparta intersection;
- roundabout evaluation and design at Commerce and Sparta;
- roadway reconstruction and widening design from Loop 121 to Walmart access driveway;
- all required traffic count data collection, traffic analysis, utility relocation planning, pedestrian features, and ROW analysis related to the scope of services; and
- provide bid phase and construction phase services.

Upon evaluation of the roundabout, multiple coordination meetings and discussions were held with the mobile home manufacturing facility, TruMH. In conjunction with the operation and design of the roundabout, the TruMH transport routes through and out of Belton were discussed at length with TruMH representatives. TruMH stated their routes would not include travel south on SH317. Also, TruMH expressed the desire to exit their facility to the east onto Industrial Park Road. However, exiting onto Industrial Park Road was challenging with the steep valley gutter at Industrial Park Road and SH317. Also, because mobile home transport operations are longer than typical 18-wheel tractor trailers and require a larger turning radius, TruMH is limited to traveling only east-west through the proposed roundabout. TruMH agreed to only travel east-west through the roundabout and not send transport trucks north onto Commerce toward the roundabout. The ingress and egress routes for TruMH will be:

- Exiting and entering Industrial and SH317 to and from northbound on SH317, and



- Accessing Loop 121 and Sparta Road to and from either northbound or southbound Loop 121; access to this intersection would be made from TruMH's northwestern access drive off of Sparta Road.

The result of this agreement was the City redesigning and reconstructing the intersection of Industrial and Main for smoother operations for TruMH. In discussions with City Council in workshop sessions in March and December of 2016, Councilmembers reacted positively to Staff's coordination efforts with TruMH.

Also, Council requested additional changes along Sparta, east of the intersection of Sparta and Loop 121, including additional right turn lane queuing and reworking the driveway to nearby location businesses.

Multiple meetings were held with property owners to discuss donations for the rights-of-way. In preparation for those meetings, KPA was asked to prepare various drawings and schematics along with specific estimated construction costs for the improvements the City is proposing.

The scope of services for the middle of the roundabout includes only a grass surface. However, Staff directed KPA to evaluate possible alternatives, including a concept plan for a Fire Fighter Memorial, in order to make necessary accommodations during construction of the roundabout structure. During the December 12, 2016 workshop meeting, Council was presented options for future aesthetic features in the roundabout circle. After receiving comments from Council, Staff is reevaluating the Memorial concept, and KPA has obtained a scope of services from Studio 16:19 to propose appropriate aesthetic features for the roundabout circle.

### **Contract Amendment Proposal**

The contract amendment proposal includes the additional scope items:

- Industrial and Main Street valley gutter improvements, including TxDOT review coordination;
- Industrial Park Road right-of-way surveys, boundary surveys, and field notes;
- Addition of a detour road plan and design in order to close the intersection of Sparta and Commerce during construction of the concrete roundabout;
- Additional Sparta Road scope including the extension of the right turn lane on westbound Sparta Road and redesign of a driveway;
- Multiple meetings with property owners for right-of-way discussions;
- Roundabout circle aesthetic features including a 3D model of a Fire Fighter Memorial; and
- Scope of services from Studio 16:19 for the roundabout circle aesthetic features.

Due to the nature of this project, there are many variables that may cause need for additional engineering services, especially during construction administration. Staff is also requesting Council's approval to consider authorizing the City Manager to approve

additional amendments to the professional services contract up to 10% of the revised contracted amount.

### **Fiscal Impact**

The fiscal impact of the action today is \$38,380, which is an 11.1% increase in the original scope of services agreements of \$347,310 (\$49,950 for the PER + \$297,360 for the design and construction phases). Funding for this project is available from the Tax Increment Reinvestment Zone (TIRZ) Capital Project Funds, 2013 Bond Proceeds, BEDC contributions, Drainage Capital funds, and interest income totaling \$3,509,468. Construction costs for Sparta Road, Loop 121, and Industrial Park Road improvements are in development. The funding sources for construction will be presented and reviewed by Council after bidding the project.

Budgeted:    ☒ Yes            ☐ No            ☒ Capital Project Funds

### **Recommendation**

Authorize the City Manager to execute an amended professional services agreement to design the Sparta Road Reconstruction Project as well as authorizing the City Manager to approve additional amendments to the professional services contract up to 10% of the revised contracted amount.

### **Attachments**

Approved KPA Contract for the Preliminary Engineering Report dated October 24, 2012  
Approved KPA Contract for the design services dated February 19, 2015  
Proposed Amendment No. 1 to the KPA Contract dated December 29, 2016



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

RICK N. KASBERG, P.E.

R. DAVID PATRICK, P.E., C.E.M.

THOMAS D. VALLE, P.E.

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

Georgetown  
3613 Williams Drive, Suite 406  
Georgetown, Texas 78628  
(512) 819-9478

c: Sam  
Lesong  
France  
Mullins

11/6

October 24, 2012

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

RE: City of Belton  
Sparta Road Preliminary Engineering Report  
Loop 121 to Main Street  
Belton, Texas

Mr. Listi:

This letter proposal is the result of your request for Kasberg, Patrick & Associates, LP to provide professional services required to complete a Preliminary Engineering Report (PER) for Sparta Road from Loop 121 to Main Street in the northwest central sector of the City. The need for this proposed work is the result of a Traffic Impact Analysis by Lee Engineering of Dallas in March of 2009. Also, the City of Belton has been experiencing various issues in the past months regarding the mix of pedestrian, bicycle and vehicular traffic throughout the City. Therefore, for these reasons, in part, and as the result of the continuing development in this specific area of the City, the attached Exhibit A has been developed that identifies the tasks to be completed for this Preliminary Engineering Report.

The cost for this work is as follows:

Field Surveying:	\$ 14,300.00
Geotechnical Investigations and Pavement Design:	\$ 8,125.00
Traffic Engineering:	\$ 2,500.00
Civil Engineering:	\$ 25,025.00
<b>TOTAL LUMP SUM AMOUNT</b>	<b>\$ 49,950.00</b>

This work will be invoiced on a monthly basis for work completed that month. The total Lump Sum Amount will not be exceeded unless the scope of the project changes as agreed between the City of Belton and Kasberg, Patrick & associates, LP in writing.

## EXHIBIT A

### PRELIMINARY ENGINEERING REPORT FOR SPARTA ROAD FROM LOOP 121 TO MAIN STREET CITY OF BELTON, TEXAS OCTOBER 2012

#### Final Product:

1. Bound Report.
2. Preliminary right-of-way/easement requirements with property owners and contact information.
3. Good location map.
4. Stackhouse topography map.
5. Preliminary plan-profile for new curb lines.
6. Pavement Design:
  - Lane widths.
  - Traffic volumes; refer to TIA.
  - Thoroughfare master plan considerations.
  - Traffic handling, medians, calming, turn lanes
  - Typical sections.
7. Signage suggestions for vehicles, pedestrians/bikes.
8. Existing utilities with names/contacts of utility providers:
  - Water
  - Wastewater
  - Gas
  - Power
  - Telephone
  - Cable
9. Proposed utilities.
10. Location of existing and proposed driveways and streets.
11. Proposed sidewalks, bike lanes/trails and relocates of same.
12. Landscape-possible locations for installation
13. Retaining walls required.
14. Street lighting requirements.
15. Pedestrian/bike crossings, railings, landings, guard rail.
16. Special construction or specification details.
17. Drainage:
  - Detention ponds.
  - Parallel drainage.
  - Roadway crossings.
  - Drainage basin delineations.
18. Construction phasing plan-options for traffic control and detours
19. Opinion of probable cost.
20. Permits and special studies required.
23. Bar chart for future tasks.



Mr. Sam A. Listi  
October 17, 2012  
Page Two

If this proposal is acceptable, please execute in the spaces provided below.

Sincerely,

*Wm. Mack Parker*

Wm. Mack Parker, P.E.  
Project Manager

Accepted and Approved this 6th day of November, 2012.

Authorized Signature:

*Sam A. Listi*

Sam A. Listi, City Manager

Attest:

*11-6-12 Connie Torres*

Connie Torres, City Clerk



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

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

RICK N. KASBERG, P.E.  
R. DAVID PATRICK, P.E., CFM  
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

February 19, 2015

Mr. Mike Huber, P.E.  
City Engineer  
Director of Public Works  
City of Belton  
P.O. Box 120  
Belton, Texas 76513

RE: City of Belton  
Sparta Road Reconstruction Project  
Professional Services Proposal  
Belton, Texas

Dear Mr. Huber:

This letter is being forwarded due to your request for Kasberg, Patrick & Associates, LP to submit a proposal for professional services and associated fees required to complete the design, to assist in receiving bids and to provide construction administration services for the Sparta Road Reconstruction Project from the middle driveway entrance at Walmart to Loop 121 including two right turn lanes on Loop 121 and a traffic roundabout at the intersection of Sparta Road and Commerce Drive. The total current opinion of probable cost for this important infrastructure project is \$2 Million.

Attached are the following:

- Exhibit A - A spread sheet showing the tasks to be completed, the firms who will be providing the services and the fees associated with each task.
- Exhibit B - A detailed scope of services for the work to be completed for the Roundabout.
- Exhibit C - A detailed Scope of Services for the Final Design, Bidding and Contract Administration for the Project.
- Exhibit D - A bar chart that identifies the project completion milestones for the professional services.

This information is provided for your review and comment. The proposal is a lump sum proposal and any work beyond what is authorized under this proposal will be performed only after written authorization by the City of Belton. Invoices will be forwarded monthly for the work completed through the 25<sup>th</sup> of each month.

Mr. Mike Huber, P.E.  
February 19, 2015  
Page Two

If you accept this proposal, please execute in the spaces provided below. We appreciate the opportunity to serve the Citizens of Belton, Texas.

Sincerely,

*Wm. Mack Parker*

Wm. Mack Parker, P.E.  
Project Manager

ACCEPTED AND APPROVED THIS 24 DAY OF FEBRUARY, 2015.

*Mike Huber*

Mike Huber, P.E.  
Director of Public Works

ATTEST:

*Jana Lewellen*  
Jana Lewellen  
City Clerk

*Sam A. Listi*

Sam A. Listi  
City Manager

**EXHIBIT A**  
**Sparta Road Reconstruction - Professional Services Costs**  
**February 2015**

TASK	KPA			Lee Engineering			Ronald A. Roberts			All County Surveying		
	Design	Bidding	Construction Administration	Design	Bidding	Construction Administration	Design	Bidding	Construction Administration	Design	Construction	Right of Way
I. Right Turn Lanes at Loop 121		\$ 8,000.00	\$ 16,900.00							\$ 5,430.00	\$ 3,800.00	\$ 34,130.00
• TxDOT Reviews	\$ 6,500.00											\$ 6,500.00
• Oncor Reviews	\$ 3,980.00											\$ 3,980.00
• Roadway	\$ 19,700.00											\$ 19,700.00
• Drainage	\$ 5,000.00											\$ 5,000.00
• Utilities	\$ 6,000.00											\$ 6,000.00
II. Loop 121 to/Through Commerce Drive		\$ 8,000.00	\$ 24,000.00		\$ 1,000.00	\$ 3,000.00				\$ 3,600.00	\$ 9,000.00	\$ 54,600.00
• Roundabout Evaluation				\$ 9,200.00								\$ 9,200.00
• Roundabout	\$ 5,000.00			\$ 21,450.00								\$ 26,450.00
• Roadway	\$ 15,000.00											\$ 15,000.00
• Drainage	\$ 12,000.00											\$ 12,000.00
• Utilities	\$ 8,000.00											\$ 8,000.00
• Driveways	\$ 7,000.00											\$ 7,000.00
• Landscaping	\$ 9,000.00											\$ 9,000.00
III. Commerce Drive to Walmart Middle Driveway		\$ 3,000.00	\$ 9,000.00							\$ 1,600.00	\$ 7,000.00	\$ 20,600.00
• Roadway	\$ 15,000.00											\$ 15,000.00
• Drainage	\$ 8,000.00											\$ 8,000.00
• Utilities	\$ 8,000.00											\$ 8,000.00
• Retaining Wall(s)							\$ 10,200.00	\$ 1,000.00	\$ 3,000.00			\$ 14,200.00
• Driveways	\$ 8,000.00											\$ 8,000.00
• Landscaping	\$ 7,000.00											\$ 7,000.00
	\$143,180.00	\$ 19,000.00	\$ 49,900.00	\$ 30,650.00	\$ 1,000.00	\$ 3,000.00	\$ 10,200.00	\$ 1,000.00	\$ 3,000.00	\$ 10,630.00	\$ 19,800.00	\$297,360.00



**EXHIBIT B**  
**SCOPE OF PROFESSIONAL SERVICES FOR**  
**INTERSECTION CONTROL EVALUATION AND SINGLE/DOUBLE LANE ROUNDABOUT**  
**CONCEPT DESIGN**  
**SPARTA ROAD AT COMMERCE DRIVE**  
**CITY OF BELTON, TEXAS**

**PART A. INTERSECTION CONTROL EVALUATION**

- Task 1. Coordination Meeting to confirm Scope, Assumptions, Methodologies and Data Collection**
- Land use and zoning for undeveloped land in the general vicinity.
  - Traffic impact studies completed for developments and agencies in the general vicinity.
  - Available historic traffic count data for the study area.
  - Available crash history for the intersection.
- Task 2. Traffic Count Data**
- Collect 24-hour approach/classification counts on each approach to the intersection.
  - Identify peak periods from the hourly traffic counts and then collect AM (2 hour) and PM (4 hour) peak period turning movement counts at the intersection.
- Task 3. Project Intersection Traffic Volumes**
- Develop design year to be analyzed in the study with concurrence by Belton City Staff.
  - Develop a growth rate, development intensity and trip generation characteristics to estimate AM and PM peak hour volume for the design year.
- Task 4. Traffic Analysis**
- Conduct and present the results of the following capacity analyses:
    - Existing Year-Existing Conditions AM & PM.
    - Existing Year-Signalized Intersection AM & PM.
    - Existing Year-Single Lane Roundabout AM & PM.
    - Design Year- AM & PM-Existing Lane Configuration (a no build analysis).
    - Design Year-AM & PM-Signal.
    - Design Year-AM & PM-Single Lane Roundabout.
    - Design Year-AM & PM-Multi Lane Roundabout.
  - Analyses to determine roundabout feasibility combined with operational benefits by roundabout control over methods of other traffic control.
- Task 5. Documentation**
- Produce Draft letter report documenting the study procedures and results for review.
  - After review, produce final report.
  - Attend meetings with the Belton City Staff as needed.

## PART B. SINGLE/DOUBLE LANE ROUNDABOUT CONCEPT DESIGN

- Task 1. Using existing data, develop a summary of agreed upon design constraints (by the City of Belton and the design team) and distribute to the project team for further project development.
- Task 2. Prepare layout for a single lane roundabout based on design constraints, existing or required right-of-way, design year, landscape feature desires, utility locations, pedestrian features, speed consistency, design vehicle accommodations and other design parameters.
- Task 3. Present schematics for the intersection to the Belton City Staff.

**EXHIBIT C**  
**SCOPE OF SERVICES FOR**  
**SPARTA ROAD AT RECONSTRUCTION PROJECT**  
**FINAL DESIGN THROUGH CONSTRUCTION**

- I. Surveying
  - A. Provide topographic surveying for the project;
  - B. Provide boundary surveys and sketches for required Right-of-Way and Easements;
  - C. Street off-set construction staking two times (rough cut and final);
  - D. Drainage Improvements off-set staking two times (rough cut and final);
  - E. Utility Improvement off-set staking one time.
- II. Final Geotechnical investigation and design recommendations
- III. Design

As specified in Exhibit A, supported by:

  - A. 30% review plans;
  - B. 60% review plans;
  - C. 90% review plans;
  - D. Final construction plans, bid documents and specifications;
  - E. 15 Final plan sets, including a pdf copy.
- IV. Bid Support
  - A. Prebid conference;
  - B. Bid support, including responses to request for information (RFI);
  - C. Review of bids;
  - D. Engineer's recommendation letter.
- V. Contract Administration
  - A. Coordinate and lead a Pre-Construction conference for the project;
  - B. Prepare monthly partial payment requests by the Contractor;
  - C. Field verify quantities for construction items installed;
  - D. Answer questions by the City Inspector and the Contractor during construction;
  - E. Provide site visits to the project on a regular basis to check compliance with the plans and specifications;
  - F. Provide review of shop drawings and material submittals issued by the Contractor for compliance with the specifications;
  - G. Provide reports to the City Engineer regarding project progress and budget control;
  - H. Prepare Record Drawings of the project when the project is complete and provide 5 copies of the Record Drawings with one CD containing pdf's of the Record Drawings to the City of Belton.

Design will be complete within 210 calendar days.

**EXHIBIT D**  
**PROJECT PROFESSIONAL SERVICES SCHEDULE**  
**SPARTA ROAD RECONSTRUCTION**  
**February 16, 2015**

**I. Design Phase**

TASK	2015								
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
	1	2	3	4	5	6	7	8	9
Traffic Counts, Evaluation & Final Report									
Field Surveys									
Single Lane Round About Design									
Double Lane Round About Design									
ROW Surveys									
Loop 121 Turn Lane Design									
Advertise, Bidding and Award Loop 121 to Turn Lanes									
Loop 121 to Commerce Drive Design									
Contract Administration for Turn Lanes									
Commerce Drive to Wal-Mart Design									
Advertise, Bidding and Award Loop 121 to Walmart									

**II. Construction Phase**

TASK - Loop 121 to Walmart	2015					2016				
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
	10	11	12	13	14	15	16	17	18	19
Construction Administration										
Construction Surveys										
TDLR Inspection										
Final Punch List-Close Out										

**SPECIAL NOTE:**

- I. Bidding for the Loop 121 Right Turn Lanes can start as soon as May 2015 subject to TxDOT and Oncor Electric Transmission revisions and utility relocations.
- II. Bidding for Sparta Road from Loop 121 to Walmart can start as soon as October 2015 subject to Right-of-Way acquisition, utility relocations and reviews by the City of Belton.





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

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

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

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

December 29, 2016

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

RE: City of Belton  
Amendment Number 1  
Professional Services Contract  
Sparta Road Reconstruction Project

Ms. Points:

This is proposed Amendment Number 1 for the Professional Services Contract between the City of Belton and Kasberg, Patrick & Associates, LP for the Sparta Road Reconstruction Project. This Amendment Number 1 reflects the addition of Industrial Park Road at Main Street to the project for design surveys, civil design, boundary surveys (North Belton Cemetery) and TxDOT coordination for ultimate approval for the proposed construction work. The Amendment Number 1 also includes additional Sparta roadway design requested by the City Council with associated design & boundary surveys near Loop 121, multiple meetings with property owners along the project route, roundabout design drawings (3-D) developed for the Firefighter Memorial, OPCs and multiple design drawings for right-of-way negotiations, development of an access roadway for construction detour purposes.

In addition to the above, the City of Belton desires to add professional fees to the project for Architect Landscape services from Brent Baker of Studio 16:19 to work with the Firefighter community for conceptual design for the Firefighter Memorial at the proposed roundabout. A scope of services for that work is attached.

The summary for the original tasks, the original task budgets and the proposed task budgets are shown on the attached Exhibit A.

We are available to answer any questions that you may have or address your review comments.

Sincerely,

Wm. Mack Parker, P.E.  
Project Manager

## EXHIBIT A

## Belton- Sparta Road Reconstruction Project (11-131)

Description	Contract Budget Amount	Proposed Budget Amount	Difference
Preliminary Design (10)	25,025.00	25,025.00	-
Design Surveys (60)	14,300.00	14,300.00	-
Geotechnical Investigations & Pavement Design (61)	8,125.00	8,125.00	-
Traffic Engineering (62)	2,500.00	2,500.00	-
Final Design - Loop 121 (20)	30,700.00	30,700.00	-
Final Design - Sparta (21)	47,000.00	68,700.00	(21,700.00)
Final Design - Walmart (22)	39,000.00	39,000.00	-
TxDot Reviews (23)	6,500.00	6,500.00	-
ONCOR Reviews (24)	3,980.00	3,980.00	-
Bidding - Loop 121 (30)	8,000.00	8,000.00	-
Bidding - Sparta (31)	8,000.00	8,000.00	-
Bidding - Walmart (32)	3,000.00	3,000.00	-
Construction Administration - Loop 121 (40)	16,900.00	16,900.00	-
Construction Administration - Sparta (41)	24,000.00	24,000.00	-
Construction Administration - Walmart (42)	9,000.00	9,000.00	-
Construction Administration - Traffic (43)	4,000.00	4,000.00	-
Construction Administration - Structural (44)	4,000.00	4,000.00	-
Round About Analysis (63)	9,200.00	9,200.00	-
Round About Design (64)	21,450.00	24,000.00	(2,550.00)
Design Surveys - Loop 121 (65)	5,430.00	5,430.00	-
Design Surveys - Sparta (66)	3,600.00	3,600.00	-
Design Surveys - Walmart (67)	1,600.00	1,600.00	-
Construction Staking - Loop 121 (68)	3,800.00	3,800.00	-
Construction Staking - Sparta (69)	9,000.00	9,000.00	-
Construction Staking - Walmart (70)	7,000.00	7,000.00	-
Structural Design (71)	10,200.00	10,200.00	-
Landscape Design - Sparta (72)	9,000.00	9,000.00	-
Landscape Design - Walmart (73)	7,000.00	7,000.00	-
Boundary Surveys (80)	6,000.00	11,800.00	(5,800.00)
Refund due to returned Oncor check (phase 24)	-	(250.00)	250.00
Additional Landscape Design	-	8,580.00	(8,580.00)
TOTALS	347,310.00	385,690.00	\$ (38,380.00)

December 23, 2016

Kasberg Patrick & Associates  
c/o Mack Parker, PE  
One South Main Street  
Temple, Texas 78664  
[mparker@kpaengineers.com](mailto:mparker@kpaengineers.com)

Re: Sparta Road Traffic Circle – Belton, Texas  
Proposal/ Agreement for Professional Landscape Architecture Services

Dear Mack:

We first want to say 'Thank You' for the opportunity to partner again with the Kasberg, Patrick & Associates. We are also looking forward to our continued collaboration on the development team for this important site improvement and community enhancement project by providing Landscape Development Plans as part of the Site Development process.

Thus we are submitting a proposed Scope and Fee for Professional Landscape Architecture Services, as we understand it to be. This proposal is based upon recent conversations and correspondence to date, familiarization of existing site conditions and project goals, prior work on the project site, and our knowledge of the site development process & ordinances for the City of Belton.

Once you have had the opportunity to review the proposal, please feel free to contact **studio 16:19** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at [brent@studio1619.com](mailto:brent@studio1619.com) or by phone at **512.534.8680**. Once you and the owner concur with the proposed budget, please provide written acceptance and we will formalize and forward an agreement document for formal execution.

We truly look forward to our continued partnering and collaboration.

Respectfully submitted,

studio 16:19, LLC



Brent A. Baker, ASLA, CLARB  
managing principal

## **Task 1 – Scope**

### **1. Physical and Visual Character Analysis**

- a. The CONSULTANT will evaluate the Existing Conditions - Obtain necessary base files, land use data, and previous studies of the Project area.
- b. The CONSULTANT will review the physical context of the site with particular emphasis on existing physical elements, both natural and man-made. This information will be summarized and identified in graphical format on a scale map of the project.

### **2. Preliminary Design Phase:**

- a. Schematic Design (Concepts & Ideas) - 30% Design Phase
  - i. The CONSULTANT will develop concepts, schematics, and visual imagery for the proposed improvements. The team will utilize the input from Staff, prior designs, and future planning efforts to ensure the design meets the community's expectations.

The CONSULTANT tasks associated with preferred design concept are as follows:

- Develop preferred design development plans and sections graphics of project that are color-rendered to illustrate the preferred concept design intent.
- 3D modeling & Rendering of preferred Concepts
- Prepare preliminary opinion of probable construction cost for the project.

### **3. Preferred Preliminary Design Presentation Meeting**

- a. Meet with City Staff/Council/Stakeholders to present the plan for the Project. This meeting will provide opportunity for comment and input by the City Staff. The CONSULTANT will establish and confirm changes recommended at the meeting and will establish tentative CITY approval of the Preferred Design.

## **Task 1 – Fee Budget**

**Sparks Road Traffic Circle - Belton, TX**

	Description	Fee Type	Budget Amount
Sparks Road Traffic Circle	Physical & Visual Character Analysis	lump sum	\$ 1,800.00
	Preliminary Design Phase	lump sum	\$ 4,800.00
	Presentations/ Meetings	hourly NTE	\$ 1,200.00
	sub-total		\$ 7,800.00





## GATEWAY - CONCEPT VIEWS

CITY OF ROUND ROCK - SOUTHWEST DOWNTOWN GATEWAY

06.09.2016

studio | 16:19



## GATEWAY - CONCEPT VIEWS

CITY OF ROUND ROCK - SOUTHWEST DOWNTOWN GATEWAY

06.09.2016

studio | 16:19





## GATEWAY - CONCEPT VIEWS

CITY OF ROUND ROCK - SOUTHWEST DOWNTOWN GATEWAY

06.09.2015

studio | 16:19

# Staff Report – City Council Agenda Item



## **Agenda Items #17A&B**

Consider a resolution authorizing the City Manager to take all steps necessary to submit an application to the Texas Department of Agriculture for the 2017-2018 Texas CDBG Program under the Community Development Fund.

### **Originating Department**

Administration – Aaron Harris, Grants and Special Projects Coordinator

### **Summary Information**

The City is applying for the next cycle of Community Development Block Grant (CDBG) funding. Belton is considered a non-entitlement city and must compete regionally for funding on a two year cycle. Funds may be used for a variety of purposes which benefit primarily low and moderate income individuals exceeding 51%, with a special focus on water and sewer projects.

The City has successfully completed three phases of the Miller Heights sewer line in previous CDBG awards.

For this cycle staff recommends updating and resubmitting the previous application for the Mary Jane Street Water/Sewer line replacement from West Ave I to US 190 Frontage Road. The existing clay sewer pipe is in a deteriorating state as the top of the pipe is continually caving into the flow line of the pipe causing interruptions in sewer service and back-ups. The existing potable water line is made of asbestos cement and has become very brittle with regular line breaks. The proposed project will replace the existing water line (approx. 1,080 LF) and sewer line (approx. 1,000 LF) with fire hydrants and appropriately placed valves for efficient pipe line management.

As a requirement for funding, the City must adopt a Citizen Participation Plan and Citizen Complaint Procedures (Item 17B) to be followed during implementation of the project. A public hearing was conducted November 30, 2016, in order to receive community input prior to submission of the application with no public comments received.

The total estimated cost of the proposed project is \$330,000. If awarded, the City's match will be \$55,000, to be funded from the Water & Sewer fund balance. A budget amendment will be requested at the time of grant award if approved.



**Fiscal Impact**

Amount: \$55,000

Budgeted: ☐ Yes ☒ No

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

Funding Source(s): Water & Sewer Fund

**Recommendation**

Recommend approval of a resolution authorizing the City Manager to take all steps necessary to submit an application to the Texas Department of Agriculture for the 2017-2018 Texas CDBG Program under the Community Development Fund.

**Attachments**

Proposed resolution  
Project Map

**RESOLUTION NO. 2017-03-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

WHEREAS, the City of Belton desires to develop a viable community including decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist within the community which represent a threat to the public health and safety; and

WHEREAS, it is necessary, and in the best interests of the City of Belton, to apply for funding under the 2017-18 Texas Community Development Block Grant Program;

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

- Section 1:** That a Texas Community Development Block Grant application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture;
- Section 2:** That the City's application be placed in competition for funding under the Community Development Fund;
- Section 3:** That the application be for up to \$275,000 of grant funds to provide sewer and water improvements in the City of Belton;
- Section 4:** That the City Council directs and designated the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Community Development Block Grant Program; and

**Section 5:** That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirement.

**Section 6:** That it further be stated that the City of Belton is committing \$55,000 from its General Fund as a cash contribution toward the administration, engineering, or construction activities of this sewer and water project.

**PASSED AND APPROVED ON THIS THE 10<sup>th</sup> DAY OF JANUARY 2017.**

---

Marion Grayson, Mayor

**ATTEST:**

---

Amy M. Casey, City Clerk

THE CITY OF BELTON, TEXAS  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

#### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Belton, 333 Water Street, Belton, TX (P.O. Box 120, Belton, TX 76513) or by calling (254) 933-5800 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City of Belton, 333 Water Street, Belton, TX (P.O. Box 120, Belton, TX 76513) or may call (254) 933-5800.
2. A copy of the complaint or grievance shall be transmitted by the City of Belton to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.



5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

## TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

---

Marison Grayson, Mayor

---

Date

**CITY OF BELTON**  
**CITIZEN COMPLAINT FORM**

**FOR CITY USE ONLY**

INSTRUCTIONS: Read this form and the instructions on reverse carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the questions unanswered and fill out as much of the form as you can. Your complaint should be signed and dated and, if possible, notarized. Where more than one individual or organization is filing the same complaint, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form, but the other boxes need not be completed if the information is the same as in the original form, but the other boxes need not be completed if the information is the same as in the original. Complaints may be (1) mailed to the Mayor of City of Belton, P.O. Box 120, Belton, TX 75143 or (2) filed or presented in person to the Mayor of City of Belton, 333 Water Street, Belton, TX 75143.

**PLEASE TYPE OR PRINT**

Number \_\_\_\_\_

Date \_\_\_\_\_

Filing Date \_\_\_\_\_

DATE OF PRIOR ACTION, IF ANY

PRELIMINARY DETERMINATION

1. Name of Aggrieved person or organization

Telephone Number: \_\_\_\_\_

(Mr. Mrs. Miss) (Last Name - First Name - Middle Initial)      Street Address      City      County      State      ZIP Code

2. Whom is this complaint against?

Name (Last Name-First Name-Middle Initial)      Street Address      City      County      State      ZIP Code      Telephone Number

Is the party named above a: (Check applicable box or boxes)

☐ City Employee                      ☐ City Council Member                      ☐ Contractor of the City                      ☐ Other

Name and Identify Others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? When did act or acts occur? (Be sure to include all dates, if several dates are involved.)

4. Do you believe there was discrimination because of? (Check applicable box and write your race, color, religion, sex or national origin on the line below the box checked)

☐ Race or Color                      ☐ Religion                      ☐ Sex                      ☐ National Origin

5. Please review the following and check the applicable box or boxes if they apply to your case.

☐ The City has described its housing and community development needs in a manner clearly inconsistent with available facts and data;                      ☐ The activities proposed by the City are clearly inappropriate to meet the City's needs and objectives;

☐ The City has not complied with TxCDBG program requirements;                      ☐ The proposed activities are not eligible for TxCDBG grant assistance.

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details of what happened may be provided on an attachment. (NOTE: The City will furnish a copy of complaint to the person or organization against whom complaint is made.)

7. I swear or affirm that I have read this complaint (including any attachments) and that it is true to the best of my knowledge, information, and belief.

(Date)

(Sign your name)

8. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARIZATION:

SEAL

(Name)

(Title)

IF IT IS DIFFICULT FOR YOU TO GET A NOTARY PUBLIC TO SIGN THIS FORM, SIGN YOUR OWN NAME AND MAIL IT WITHOUT NOTARIZATION.

**CITY OF BELTON CITIZEN COMPLAINT FORM****ADDITIONAL DETAILS**

If you wish to explain in detail in an attachment what happened, you should consider the following:

1. If you feel that others were treated differently from you, please explain the facts and circumstances.
2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
3. If you have made this complaint to other City staff or government agencies or to the STATE, explain when and where and what happened.

You can obtain assistance in filing a complaint at the offices listed below:

1. Complain to the Office of Rural Affairs under their Complaint System, 10 T.A.C. Sec. 178.1 and 178.2.

Office of Rural Affairs  
P.O. Box 12877  
Austin, Texas 78711  
(512) 936-7890

2. Complain to the Secretary of HUD by filing this form by mail or in person.

U.S. Department of Housing and Urban Development  
Region VI - Dallas  
New Dallas Federal Building  
1100 Commerce Street  
Dallas, Texas 75202



LA CIUDAD DE BELTON, TEXAS  
PLAN DE PARTICIPACIÓN CIUDADANA  
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Ejemplos de tales documentos vitales incluyen la aplicación, los procedimientos de quejas, procedimientos de queja, las respuestas a las quejas, avisos, avisos de derechos y las medidas disciplinarias, y los documentos adicionales que contienen información que es fundamental para la obtención de los servicios y/o beneficios federales, o es requerido por ley. Para obtener más información, consulte LEP.gov.

#### PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Belton, 333 Water Street, Belton, TX (P.O. Box 120, Belton, TX 76513), (254) 933-5800 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Ciudad de Belton, 333 Water Street, Belton, TX (P.O. Box 120, Belton, TX 76513) o puede llamar a (254) 933-5800.
2. Una copia de la queja o reclamación se transmitirá por el Ciudad de Belton a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Alcalde de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dara una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debiera completar la investigación.

5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s) , acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

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Marison Grayson, Alcalde de la ciudad

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Fecha



# 2017-18 CDBG Project





# Staff Report – City Council Agenda Item



## **Agenda Item #18**

Consider adopting a resolution authorizing an Interlocal Cooperation Agreement between Bell County and the City of Belton regarding the disbursement and expenditure of the Bell County hotel occupancy tax.

### **Originating Department**

Finance Department – Brandon Bozon, Director of Finance

### **Summary Information**

The County imposes a hotel occupancy tax which is permitted by Texas Tax Code Chapter 352. The tax is imposed upon the cost of occupancy of any room or space furnished by any hotel within the geographical boundaries of the County. The County has approached the City about the disbursement of a percentage of the County's hotel occupancy tax to the City for use in any manner that directly enhances and promotes tourism and the convention and hotel industry in the City of Belton.

Under Section 353.1015 of the Texas Tax Code, the County may, by contract, delegate to another governmental entity, the management of the programs and activities funded with revenue from the County hotel occupancy tax. This would be handled through an Interlocal Cooperation Agreement between the City and the County. The County would agree to assess and collect the County's hotel occupancy tax on eligible properties within the City of Belton. The County would pay to the City, on an annual basis, 17% of the net County Tax receipts collected from hotels in the geographical boundaries of the City for management by the City in providing City programs. The programs must directly enhance and promote tourism and the convention and hotel industry in the City. The City must present an annual budget and maintain complete records of each expenditure of the County's hotel occupancy tax. The City must also maintain a separate account established for this purpose and may not commingle the funds with other City revenue.

The initial term of the Interlocal Cooperation Agreement will terminate on September 30, 2017, but will automatically renew for successive one year terms unless either party provides 30 days' notice of termination.

### **Fiscal Impact**

The initial payment to the City of Belton will be \$8,182.39.

### **Recommendation**

Recommend approval of this Interlocal Cooperation Agreement with Bell County.

### **Attachments**

Interlocal Agreement

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
BELL COUNTY, TEXAS  
AND  
THE CITY OF BELTON, TEXAS**

THIS AGREEMENT is made and entered into this 10th day of January, 2017 (the "Effective Date") by and between Bell County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court (the "County") and the City of Belton, Texas, a Texas municipality located entirely within the geographical boundaries of the County, acting by and through its City Council (the "City"), in accordance with the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act") and Chapter 352, Texas Tax Code.

WHEREAS, the County imposes a hotel occupancy tax, as permitted under Chapter 352, Texas Tax Code, (the "County Tax") upon the cost of occupancy of any room or space furnished by any hotel within the geographical boundaries of the County; and

WHEREAS, the revenue from the County Tax must be expended in a manner that directly enhances and promotes tourism and the convention and hotel industry in the County; and

WHEREAS, the City imposes a hotel occupancy tax as permitted under Chapter 351, Texas Tax Code (the "City Tax") upon the cost of occupancy of any room or space furnished by any hotel within the geographical boundaries of the City; and

WHEREAS, under section 352.1015, Texas Tax Code, the County may, by contract, delegate to another governmental entity, the management of the programs and activities funded with revenue from the County Tax; and

WHEREAS, the City has ongoing programs and activities to promote tourism and the hotel industry within the City (the "City Programs") and the County desires to dedicate a portion of the County Tax revenue to the City for the further promotion of the City Programs; and

WHEREAS, both the City and the County have determined that it is in the best interests of both entities and the most efficient use of the hotel tax revenues generated by both entities within the City for the City to manage and supervise a portion of the County Tax proceeds to continue the City Programs.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the County and the City as follows:

## **1.0 DUTIES AND OBLIGATIONS OF THE COUNTY**

- 1.1 The County will assess and collect the County Tax on all eligible occupancy revenues from hotels in the geographical boundaries of the City at the rate adopted by the County Commissioners Court.
- 1.2 On an annual basis, beginning at the expiration of the first four (4) calendar quarters following the Effective Date, the County will pay to the City 17% of the net County Tax receipts collected from hotels in the geographical boundaries of the City for management by the City in providing the City Programs.
- 1.3 For the purposes of this Agreement, "Net County Tax Receipts" shall mean 2% of the eligible occupancy revenue collected from hotels within the geographical boundaries of the City less any statutory exemptions and less any discounts permitted by the County for timely payments of the County Tax to the County.
- 1.4 The County will coordinate with the City to review the City's budget and will timely approve said budget in writing as required under Section 352.1015, Texas Tax Code.

## **2.0 DUTIES AND OBLIGATIONS OF THE CITY**

- 2.1 City shall expend County Tax revenue only in a manner that directly enhances and promotes tourism and the convention and hotel industry in the City. The City may expend County Tax revenue for day-to-day operations, supplies, salaries, office rental, travel expenses and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures that directly enhance and promote tourism and the convention and hotel industry in the City.
- 2.2 The City shall present its annual budget, inclusive of the budgeted expenditures of County Tax revenue provided hereunder, to the County Commissioners Court prior to adoption by the City for approval by the County as required under Section 352.1015, Texas Tax Code. The County's approval shall not be unreasonably withheld.
- 2.3 The City shall maintain complete and accurate financial records of each expenditure of County Tax revenue dedicated to the City under this Agreement and shall make such records available upon request of the County or other interested person. No later than thirty (30) days after the end of each calendar quarter, the City shall provide a report to the County listing the expenditures made with County Tax revenue dedicated to the City under this Agreement as required under Section 352.1015, Texas Tax Code.

- 2.4 The City shall maintain the County Tax revenue dedicated to the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with other City revenues as required under Section 352.1015, Texas Tax Code.

### **3.0 TERM AND TERMINATION OF THIS AGREEMENT**

- 3.1 This Agreement shall be effective upon the date specified above. The term of this agreement shall be for a period of one (1) year ending on September 30, 2017 (the "Initial Term"). This Agreement will automatically renew for successive one (1) year terms (the "Renewal Term") unless either party provides notice to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term thereafter of the party's intention to terminate this agreement.
- 3.2 Upon termination of this Agreement at the end of the Initial Term or subsequent Renewal Term, the City shall return to the County any unexpended County Tax funds within thirty (30) days after the effective date of termination.
- 3.3 If the County determines that the City has ceased using County Tax revenues for the purposes set forth in section 2.2 of this Agreement, the County shall so notify the City in writing of such determination. In the event the City is unable to demonstrate within fifteen (15) days of such notification that County Tax revenue is being used for the purposes authorized in section 2.2, the County may terminate this Agreement and the City will return all County Tax revenue remaining in the account established under section 2.5.

### **4.0 NON-WAIVER OF DEFAULT OR IMMUNITY**

- 4.1 No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of such party which then exists or which may subsequently exist. All rights of the parties under this Agreement are reserved, and any payment, act or omission shall not impair or prejudice any right or remedy of a party hereto. The pursuit of any right or remedy under this Agreement or by law shall not preclude the exercise of any other right or remedy under this Agreement or pursuant to law, nor shall any action taken in the exercise of any or remedy be deemed a waiver of any other right or remedy.
- 4.2 By entering into this Agreement neither party intends to waive nor does waive any immunity enjoyed by either party under state, federal or common law.



## **5.0 AMENDMENTS**

Any amendment to any term of this Agreement shall be effective only if it shall be in writing and signed by each of the parties hereto.

## **6.0 ASSIGNMENT**

Neither party may assign any of the rights nor obligations under this Agreement without the written consent of the other party hereto. This Agreement shall be binding upon the successors, permitted assigns and legal representatives of the parties hereto.

## **7.0 ENTIRE AGREEMENT**

This Agreement supersedes any prior agreements between the parties concerning the subject matter hereof. All oral and written agreements between the parties hereto concerning the subject matter hereof that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

## **8.0 TEXAS LAW**

This Agreement is governed by the internal laws of the State of Texas

## **9.0 NOTICES**

All notices, requests and other communications to any party hereunder shall be in writing (including e-mail) and shall be given to each party at the following addresses:

**Bell County, Texas**

P.O. Box 454, Belton, TX 76513

FAX (254) 933-5918

E-mail: Donna.Eakin@bellcounty.texas.gov

Attn: County Auditor

**City of Belton, Texas**

P.O. Box 120, Belton, TX 76513

Email: acasey@beltontexas.gov

Attn: City Clerk

## **10.0 SEVERABILITY**

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

## **11.0 AUTHORITY**

By their respective signatures below, the designated representatives of each party warrant that this Agreement has been considered and approved at a lawfully called meeting of the party's governing board and that the individuals signing this Agreement have the authority to bind the respective party hereunder.

## **12.0 COUNTERPARTS; ELECTRONIC SIGNATURES.**

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)), or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of Effective Date.

**BELL COUNTY, TEXAS**

By: \_\_\_\_\_  
Name: Jon Burrows  
Its: County Judge

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF BELTON, TEXAS**

By: \_\_\_\_\_  
Name: Sam A. Listi  
Its: City Manager

**ATTEST:**

By: \_\_\_\_\_  
Name: Amy M. Casey  
Its: City Clerk

# Staff Report – City Council Agenda Item



## **Agenda Item #19**

Consider authorizing the Belton Economic Development Corporation to execute a contract with A. E. Tanner and approving a corresponding budget amendment for the purchase of property located at 117 N. East Street.

### **Originating Department**

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

### **Summary Information**

The BEDC has been in pursuit of a stand-alone office since 2010. In 2006, BEDC relocated from the Belton Area Chamber of Commerce into the Central Texas Council of Governments building occupying 790 sf of office space. This allowed the Chamber to expand their operation and occupy their half of the building in its entirety. Furthermore, it provided BEDC the ability to grow its team and the programs offered by the Corporation. The move was intended to be temporary, with BEDC moving back into a downtown location at some point in the future.

In 2010, the BEDC began planning for the relocation in conjunction with the Chamber renovation project. This project was put on hold, due to other pressing matters, and in 2014, office locations were once again evaluated.

In more recent evaluations, the Board has sought out existing buildings to renovate, contributing to the revitalization synergy and curb appeal of Belton's downtown. After a thorough and extensive search, the BEDC began negotiations with A. E. Tanner for the building located at 117 N. East Street. The 8,600 sf structure will need a lot of work to include a new roof. A 90 day feasibility period will allow the Board time to evaluate the condition of the building and the overall investment needed to make this building one that the BEDC and community will take pride in. The location offers excellent visibility of the BEDC, easy access for visitors, and an opportunity to further expand BEDC's programs and services within the community.

The terms of the contract provide for the purchase of the building, as is, at \$175,000. BEDC will have a 90 day feasibility period, upon City Council approval of the contract, and the buyer and seller will split the cost of the survey.

A special called BEDC Board meeting will be held on Monday, January 9, 2017, for final consideration of the contract. Staff anticipates unanimous Board support and seeks Council's consideration of the contract.



### **Fiscal Impact**

Sales price is \$175,000, and BEDC will share the cost of a survey with the seller, estimated at \$3,000. A budget amendment is required at this time for \$178,000. A second budget amendment for the building renovations will be presented to Council at a later date when renovation costs have been determined.

Amount:     \$178,000

Budgeted:   ☐ Yes       ☒ No

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

Funding Source(s): BEDC Fund Balance

### **Recommendation**

The BEDC Board and staff recommend Belton City Council approval of this contract and budget amendment for the purchase of property from A. E. Tanner.

### **Attachments**

Contract



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT - IMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: A. E. Tanner

Address: P.O. Box 936, Belton, TX 76513

Phone: (254)541-1087

E-mail: tanner199@aol.com

Fax: \_\_\_\_\_

Other: \_\_\_\_\_

Buyer: Belton Economic Development Corporation

Address: P.O. Box 1388, Belton, TX 76513

Phone: (254)770-2270

E-mail: chernandez@beltonedc.org

Fax: \_\_\_\_\_

Other: \_\_\_\_\_

2. **PROPERTY:**

A. "Property" means that real property situated in Bell County, Texas at 117 N. East Street, Belton, TX. 76513

(address) and that is legally described on the attached Exhibit \_\_\_\_\_ or as follows:

**BELTON ORIGINAL, BLOCK 005, LOT PT 2, 3, (N 45' OF S 60' OF W 50' OF 2 & N 25 OF S 75' OF W 25' OF 2 & S 60' OF n 132' OF 3) EAST STREET PROPERTY; City of Belton, Texas, Bell County**

**(Bell CAD Property ID# 10144)**

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) ~~Seller's interest in any trade names, if transferable, used in connection with the Property; and~~
- (7) ~~all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:~~

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing ..... \$ 175,000.00

B. Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_

C. Sales price (sum of 3A and 3B) ..... \$ 175,000.00



**4. FINANCING:** ~~Buyer will finance the portion of the sales price under Paragraph 3B as follows:~~

- ☐ A. ~~Third Party Financing:~~ One or more third party loans in the total amount of \$ \_\_\_\_\_ . This contract:
- ☐ (1) ~~is not contingent upon Buyer obtaining third party financing.~~
- ☐ (2) ~~is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR 1931).~~
- ☐ B. ~~Assumption:~~ In accordance with the attached Commercial Contract Financing Addendum (TAR 1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_ .
- ☐ C. ~~Seller Financing:~~ The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR 1931) in the amount of \$ \_\_\_\_\_ .

**5. EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$1,500.00 as earnest money with Monteith Abstract & Title Company (title company) at 2010 Birdcreek Dr, Ste 102, Temple, TX. 76502 (address) \_\_\_\_\_ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
- ☐ (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) \_\_\_\_\_ .
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:**

- A. Title Policy:
- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.



**B. Survey:** Within 30 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. ~~The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.~~ Seller will reimburse Buyer 50% (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller \_\_\_\_\_ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

**C. UCC Search:**

- ☐ (1) Within \_\_\_\_\_ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☒ (2) Buyer does not require Seller to furnish a UCC search.

**D. Buyer's Objections to the Commitment, Survey, and UCC Search:**

- (1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.



**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: None

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 250.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)



- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
- ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from \_\_\_\_\_ to \_\_\_\_\_; and
- ☐ (p) \_\_\_\_\_

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☒ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

## 8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;



- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: DB Commercial, LLC

Cooperating Broker: N/A

Agent: Robert Spradley

Agent: \_\_\_\_\_

Address: 121 N. 31st Street, Suite C  
Temple, TX. 76504

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

Phone & Fax: (254)771-5111 (254)742-2411

Phone & Fax: \_\_\_\_\_

E-mail: bobby@spradleyproperties.com

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

License No.: 0511146

License No.: \_\_\_\_\_

Principal Broker: (Check only one box.)

Cooperating Broker represents Buyer.

- ☐ represents Seller only.
- ☐ represents Buyer only.
- ☒ is an intermediary between Seller and Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- ☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

☒ 6.000 % of the sales price.

☐ \_\_\_\_\_ % of the sales price.

☐ \_\_\_\_\_

☐ \_\_\_\_\_

The cash fees will be paid in Bell County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

**NOTICE:** Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.



- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 30 days after the expiration of the feasibility period.

☐ \_\_\_\_\_ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
  - (a) licenses and permits;
  - (b) maintenance, management, and other contracts; and
  - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
  - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
  - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.



F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**This Contract is contingent upon Belton City Council approval. The Feasibility Period is to begin the day after approval is obtained.**

### 13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.



**14. PRORATIONS:****A. Prorations:**

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

**B. Rollback Taxes:** If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

**C. Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

**A.** If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or  
(Check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

**B.** If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

**C.** Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**16. CASUALTY LOSS AND CONDEMNATION:**

**A.** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;



- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☒ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.



**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any material physical defects in the improvements on the Property; or
  - (11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Condominium Addendum (TAR-1930);
- ☐ (3) Commercial Contract Financing Addendum (TAR-1931);
- ☐ (4) Commercial Property Condition Statement (TAR-1408);
- ☐ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);



- ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (8) Addendum for Coastal Area Property (TAR-1915);
- ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- ☒ (10) Information About Brokerage Services (TAR-2501); and
- ☒ (11) **Intermediary Relationship Notice**

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To



determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on January 10, 2017, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: A. E. Tanner

Buyer: Belton Economic Development Corporation

By: Audrey E. Tanner

By (signature): \_\_\_\_\_

Printed Name: Audrey E. Tanner

Title: \_\_\_\_\_

By: Cynthia Hernandez

By (signature): \_\_\_\_\_

Printed Name: Cynthia Hernandez

Title: Executive Director

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

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT BETWEEN BROKERS**

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ \_\_\_\_\_, or  
☐ \_\_\_\_\_ % of the sales price, or  
☐ \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

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

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_ Buyer's attorney: Neale Potts, Jr.

Address: \_\_\_\_\_ Address: 118 S. East Street

Belton TX 76513

Phone & Fax: \_\_\_\_\_ Phone & Fax: (254)939-1818

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

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.  
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☒ the title company sends to Buyer.  
☐ Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

☐ A. the contract on this day \_\_\_\_\_ (effective date);  
☐ B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: Monteith Abstract & Title Company Address: 2010 Birdcreek Drive, Suite 102

Temple, TX 76502

By: \_\_\_\_\_ Phone & Fax: (254)773-9035 (254)773-9247

Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_