



CITY OF BELTON

**City Council Meeting Agenda
Tuesday, April 10, 2018 - 5:30 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

**Councilmember David K. Leigh plans to participate in the meeting
from St. Louis, Missouri, via videoconference.**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led Director of Finance Brandon Bozon.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Councilmember Dan Kirkley.

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

Invocation. The Invocation will be given by Dr. Shawn Shannon, Director of Baptist Student Ministries at the University of Mary Hardin-Baylor.

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.

Consent Agenda

Items 3-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. Consider the minutes of the March 27, 2018, City Council Meeting.
4. Consider reappointments to the Texas Dormitory Finance Authority Board of Directors.
5. Consider approval of an ordinance on first reading and set the public hearing for April 24, 2018, granting an extension to the commercial solid waste collection franchise with Sunbright Disposal Services.
6. Consider a 2-year extension of the depository agreement with BancorpSouth Bank as successor by merger to First State Bank Central Texas.

Finance

7. Consider reaffirming the Fund Balance Policy for the City of Belton.

Work Session

8. Conduct a work session on Oncor Street Lighting Options.

Executive Session

9. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.

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



CITY OF BELTON

OFFICE OF THE CITY MANAGER

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3. **Consider the minutes of the March 27, 2018, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

4. **Consider reappointments to the Texas Dormitory Finance Authority Board of Directors.**

See Staff Report from City Clerk Amy Casey. Recommend reappointment of the entire board as presented.

5. **Consider approval of an ordinance on first reading and set the public hearing for April 24, 2018, granting an extension to the commercial solid waste collection franchise with Sunbright Disposal Services.**

See Staff Report from City Clerk Amy Casey. Recommend approval on the first reading and set the public hearing for April 24, 2018, authorizing a one-year extension to the franchise agreement with Sunbright Disposal Services.

6. **Consider a 2-year extension of the depository agreement with BancorpSouth Bank as successor by merger to First State Bank Central Texas.**

See Staff Report from Director of Finance Brandon Bozon. Recommend approval of the two-year extension to the depository agreement as presented.

Finance

7. **Consider reaffirming the Fund Balance Policy for the City of Belton.**

See Staff Report from Director of Finance Brandon Bozon. Recommend reaffirmation of the City's Fund Balance Policy.

Work Session

8. **Conduct a work session on Oncor Street Lighting Options.**

Receive a presentation from Casey Simpson of Oncor regarding street light options. No action is required of the Council on this item.

Executive Session

9. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.

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

**Belton City Council Meeting
March 27, 2018 – 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 Craig Pearson and Councilmembers David K. Leigh, Dan Kirkley, Paul Sanderford, Guy O'Banion and John R. Holmes, Sr. Staff present included Sam Listi, John Messer, Amy Casey, Brandon Bozon, Chris Brown, Matt Bates, Paul Romer, Bob van Til, Kim Kroll, Angellia Points, Bruce Pritchard, Judy Garrett, Cheryl Maxwell, Jen Wesley and Kelly Trietsch.

The Pledge of Allegiance to the U.S. Flag was led by Director of IT Chris Brown, the Pledge of Allegiance to the Texas Flag was led by Councilmember Paul Sanderford, and the Invocation was given by Steve Cannon, Director of JAIL Ministry.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:33 p.m.
2. **Public Comments.** There were none.
3. **Proclamations: National Cleaning for a Reason Week – April 18-24, 2018.**

Mayor Grayson presented the proclamation to Holly Moore, owner of Maids and Moore, along with Summer Carothers-Abram and Rebecca Rodriguez. Ms. Rodriguez explained that National Cleaning for a Reason provides free cleaning services for women who are undergoing cancer treatments.

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 March 13, 2018, City Council Meeting.**
5. **Consider a resolution appointing election officers for the May 5, 2018, General Election.**

Upon a motion by Councilmember Dan Kirkley, and a second by Councilmember John Holmes, Sr., the Consent Agenda including the following captioned resolution was unanimously approved by a vote of 7-0.

RESOLUTION NO. 2018-09-R

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS,
APPOINTING ELECTION OFFICERS FOR CITY GENERAL ELECTION.**

Planning and Zoning Items

Mayor Marion Grayson announced that she would be abstaining from Item #6. She turned control of the meeting over to Mayor Pro Tem Craig Pearson.

6. **Hold a public hearing and consider the following zone changes on property located south of FM 439 and west of Dunn's Canyon Road:**

A. **Tract 1: 2.149 acres from Patio Homes to Single Family-2**

B. **Tract 2: 2.721 acres from Single Family-2 to Patio Homes**

C. **Tract 3: 14.060 acres from Planned Development Single Family-1 Patio Homes to Single Family-2**

Director of Planning Cheryl Maxwell said this property was rezoned in May 2004, and platted as Dawson Ridge Addition in January 2017. The plat was never recorded, but is being revised and will be resubmitted for Planning Commission and City Council approval. Due to the changes in the proposed development design, zoning changes are needed to accommodate the relocation of different housing types and uses.

Tract 1 is located south of the platted boundaries of Regatta Oaks Subdivision and Arbor Heights and is currently zoned Patio Homes. This tract is proposed for Single Family-2 zoning and development.

Tract 2 is located southwest of the intersection of Spring Canyon Road and Chisholm Trail Parkway, and is currently zoned Single Family-2. The reconfigured lots are proposed for Patio Home zoning.

Tract 3 consists of Lots 1-5 of Dawson Ranch-Regatta Oaks HOA Addition Amended Plat, currently zoned PD SF1 Patio Homes. Lot 1 is owned by the City and will be the site of a City water tank. A portion of this property has been sold to the applicant for residential development. The reconfigured lots are proposed for SF 2 zoning.

Mrs. Maxwell said the surrounding properties in this area are zoned single family residential, and the use of this property will be single family residential. Changes in zoning are requested to accommodate proposed changes in the lot layout and location of housing type. Patio homes are proposed in certain areas to allow essentially "zero lot line" housing. She added that the revised plat will reflect the revised lot layout, and is anticipated to move forward for Planning Commission/City Council approval in April.

The Planning and Zoning Commission met on March 20, 2018, and unanimously recommended approval of the zoning changes, and Staff concurs with their recommendation.

Councilmember David K. Leigh said he was happy to see land being returned to taxable, developable land.

Mayor Pro Tem Pearson opened the public hearing. Seeing no one wishing to speak, he closed the public hearing.

Upon a motion by Councilmember Leigh, and a second by Councilmember Guy O'Banion, Item #6, including the following captioned ordinances, was approved by a vote of 6-0-1 with Mayor Grayson abstaining.

ORDINANCE NO. 2018-04

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PATIO HOMES TO SINGLE FAMILY-2 ZONING DISTRICT ON A 2.149 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 14 DESIGN STANDARDS.

ORDINANCE NO. 2018-05

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM SINGLE FAMILY-2 TO PATIO HOMES ZONING DISTRICT ON A 2.721 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 14 DESIGN STANDARDS.

ORDINANCE NO. 2018-06

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT SINGLE FAMILY-1 PATIO HOMES TO SINGLE FAMILY-2 ZONING DISTRICT ON A 13.855 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 14 DESIGN STANDARDS.

Mayor Grayson resumed control of the meeting.

7. Hold a public hearing and consider the following zone changes on property located on the north side of W. Avenue D, west of Mitchell Street:
 - A. Tract 1: 1.550 acres of land at 1001 W. Avenue D from Neighborhood Service and Specific Use Permit-5 for City Yard to Planned Development Neighborhood Service to allow for an event center
 - B. Tract 2: 3.394 acres from Specific Use Permit-5 for City Yard to Single Family-3

Director of Planning Cheryl Maxwell explained that the two tracts in this request were previously owned by the City and used by the Public Works Department. The

property was bid and sold in 2014 as the City's Public Works Department relocated to the current FM 436 (Holland Road) site, formerly occupied by TxDOT.

Tract 1 is zoned Neighborhood Service with a Specific Use Permit for a City Yard. A large vacant building, approximately 5,000 sq. ft., is currently located on site. The applicant wishes to remodel and add-on to the existing building converting it to an event center for small scale gatherings to include wedding receptions, family reunions, graduation parties, birthday parties, etc. Mrs. Maxwell stated this use is not specifically identified in the zoning ordinance, so a planned development district is proposed with a base zoning of neighborhood service, with the additional use of an event center allowed. She reviewed all the allowable uses in a Neighborhood Service Zoning District.

Tract 2 is also zoned SUP for a City Yard. The applicant proposes to develop a residential subdivision and is requesting Single Family-3 zoning.

Maxwell said the surrounding properties are developed with single family homes. Saddle Creek Subdivision is located to the west, zoned Single Family-3. Properties to the north, east, and south are zoned Single Family-2 with Conservation and Revitalization Overlay zoning.

Tract 1 is currently zoned Neighborhood Service. The proposed Planned Development District will retain the existing zoning with the additional use of an event center; all uses currently allowed will continue to be allowed. The event center will include associated uses such as outdoor venues and limited on-premise consumption of alcohol in conjunction with food catering services, provided a) beer/wine only sales are less than 75% revenue from alcohol; or b) all alcoholic beverage sales are less than 50% revenue from alcohol.

Most of the surrounding properties have the Conservation and Revitalization Overlay (CRO). The CRO allows a mixture of residential and some commercial or other nonresidential uses nearby. Per the Zoning Ordinance, it presents the opportunity for different residential developments and compatible selected services and retail that are needed for the comfort, economy, and convenience of the neighborhood. Therefore, the NS Zoning District appears to be appropriate in this vicinity.

A subdivision plat for Tract 1 consisting of 1.109 acres was approved administratively last year. This plat is being revised to include an additional 0.441 acres for a total of 1.550. Sidewalk was required and has not yet been provided. Mrs. Maxwell stated that prior to obtaining a building permit, the applicant will provide a detailed site plan for the event center addressing the following design standard requirements with the building permit: building materials; tree preservation and landscaping requirements; screening; dumpster requirements; lighting; signage; and parking.

Tract 2 will be platted as a residential subdivision, and the lots and development will be required to observe all area requirements for the SF3 Zoning District.

Mrs. Maxwell further explained that Staff recommended approval of the requested zoning changes for both tracts to the Planning and Zoning Commission at their meeting on March 20, 2018. At that meeting, several concerns from neighborhood residents were raised with regard to the rezoning of Tract 1 to allow for an events center. These concerns included parking overflow onto Avenue D, potential noise issues with outside events, and the serving of alcohol. A motion to deny the zoning change was split with four votes in favor and four in opposition by the Planning and Zoning Commission. Another motion was made to rezone the portion of Tract 1 that was not currently NS, to NS so this designation covered the entire tract. This motion passed unanimously. Additionally, the proposal for SF-3 zoning on Tract 2 was unanimously recommended by the P&ZC.

Councilmember O'Banion asked, "What is the purpose of zoning the property to Neighborhood Service if that is not what the applicant requested?" Mrs. Maxwell explained that the property is currently zoned for a City yard with a Specific Use Permit since it is the former site of the Public Works Department. She added that this is a cleanup zoning. Mr. O'Banion said, "So if they want to do something different with the property, then they apply for a zoning change again?" Mrs. Maxwell stated, "Correct. "

Mayor Grayson opened the public hearing. Seeing no one wishing to speak, she closed the public hearing.

Councilmember Leigh said that he had attended the Planning and Zoning meeting, and there was good discussion on this item. He said there was some concern that if the zoning was disapproved, the applicant would have to apply for a zoning change again anyway. So, the Planning and Zoning Commission decided to clean up the zoning by making all of Tract 1 Neighborhood Service which allows for a fairly broad range of uses (but will not allow the event center).

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember Leigh, Item #7, including the following captioned ordinance, was approved by a vote of 7-0.

ORDINANCE NO. 2018-07

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM NEIGHBORHOOD SERVICE AND SPECIFIC USE PERMIT-5 FOR CITY YARD TO NEIGHBORHOOD SERVICE ZONING DISTRICT ON A 1.550 ACRE TRACT, AND FROM SPECIFIC USE PERMIT-5 FOR CITY YARD TO SINGLE FAMILY-3 ZONING DISTRICT ON A 3.394 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 8 DESIGN STANDARDS.

8. Hold a public hearing and consider a zoning change from Agriculture and Planned Development Commercial 1 to Planned Development Commercial 1 for an RV Park on 21.757 acres located at 3360 S IH 35, on the east side of northbound IH35, south of Grove Road.

Director of Planning Cheryl Maxwell stated that the applicant has submitted this request for a zoning change to allow for an RV park on 17.4 acres with future commercial uses on the remaining 4.3 acres fronting along I-35. The Planned Development Commercial-1 proposal will allow for various commercial uses as well as the RV park.

Mrs. Maxwell said that the property to the north is the proposed site of Pro Star Rental and was rezoned to Commercial-2 District in October 2017. Property to the south is undeveloped with split zoning—mostly Light Industrial with Commercial Highway along the I-35 frontage. Property to the east is undeveloped and zoned Agricultural. To the west is I-35; property along the southbound I-35 frontage road consists of undeveloped land, residential uses, Sunbelt RV Center, Belton RV Park, and Bell County Expo Center with Commercial Highway, Agricultural, and Planned Development zoning.

The RV park must comply with the City Code of Ordinances Chapter 19, Recreational Vehicle Parks. The number of RV spots proposed is 215, which gives a density of 12.35 units/acre. This is below the maximum density allowed which is 20 units/acre. Private streets require a minimum width of 20 feet, and the applicant is proposing widths of 30 feet. Parkland/open space of 1.4 acres (8.02%) is proposed, meeting the minimum requirement of 8% open space.

Maxwell explained that access to the RV park is proposed from the I-35 frontage road and must be approved by TxDOT. A second entrance is proposed from a future extension of Capital Way. ROW dedication, perimeter street improvements, sidewalks, extension of utilities, etc. will be addressed with the required subdivision plat, and approval of a subdivision plat and detailed site plan will be required prior to issuing a building permit.

An RV Park is only allowed within the parameters of a Planned Development District. This allows the Planning Commission and City Council to exercise discretion and judgment in determining the appropriateness of this use at specified locations.

The Planning and Zoning Commission met on March 20, 2018 and unanimously recommended approval of the zoning change with the conditions outlined in the letter to the applicant's engineer, and Staff concurs with their recommendation.

Mayor Grayson opened the public hearing. Seeing no one wishing to speak, she closed the public hearing.

Councilmember Leigh stated that the zoning is consistent with other zoning in the area. He added that he is getting a little concerned with the lack of clarity regarding the length of stay by RV Park residents. He said that the RV Parks are consistent with the Expo Center events, and there is definitely a need for these facilities, but he does have a concern that there are two of these now as you enter into Belton. The Expo Center events need these type of facilities, but he believes that the current RV Park Ordinance needs to be updated. Mr. Listi agreed that changes to the ordinance

are needed, and said that Staff will bring a revised ordinance to Council in the near future.

Councilmember Holmes commented that the RV Park is very dense.

Upon a motion by Councilmember Kirkley and a second by Councilmember Sanderford, Item #8, including the following captioned ordinance, was approved by a vote of 7-0.

ORDINANCE NO. 2018-08

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL AND PLANNED DEVELOPMENT COMMERCIAL-1 TO PLANNED DEVELOPMENT COMMERCIAL-1 FOR AN RV PARK ZONING DISTRICT ON A 21.757 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 2 DESIGN STANDARDS.

Councilmember David K. Leigh announced that he would be abstaining from Item #9.

9. **Hold a public hearing and consider a zoning change from Planned Development Retail to Amended Planned Development Retail (Signage) on a 2.121 acre tract of land at 127 Lake Road, located at the southwest corner of Lake Road (FM439) and Commerce Street, west of Main Street (SH317).**

Director of Planning Cheryl Maxwell said the applicant has submitted this request for an amended PD to address proposed signage. The applicant has constructed a 3-story building which has multiple lease spaces. The City's Sign Ordinance does not provide clarity with regard to multi-story buildings with multiple tenants. As a result, an amended PD is requested to approve a Master Signage Plan for this site.

The PD-Retail Zoning that was approved for this site in 2014 included the following provision for signage: Sign Standards shall conform to Ordinance 2008-11. No wall signage is permitted on the western elevation until the property to the west develops into an office or retail use. Mrs. Maxwell said the applicant is requesting modification to the zoning ordinance requirements for both monument and wall signs.

Monument Sign: A free-standing monument sign is allowed in the Retail Zoning District with a maximum 40 square feet area; maximum 5' height; minimum 5' setback; maximum 1 per lot. Permitted area is inclusive of the sign base and sign structure. Sign face cannot exceed 50% of the overall sign structure.

A drainage easement and retaining wall are located along the perimeter of this property along Commerce Street and Lake Road. A 58" (4.8 ft.) high wrought iron fence runs along the inside edge of these features for safety purposes. With the fencing in place, a sign with a maximum height of 5' would have limited visibility. Due to the layout of the parking, landscaping, driveway/circulation, etc., locations for

placing a monument sign for visibility along both street frontages are limited. A monument sign could be placed on the outside edge of the drainage easement but that would be located at the property line, instead of observing the minimum required 5' setback.

Mrs. Maxwell explained that the applicant proposes to place the monument sign at the northeast corner of the property just inside the edge of the drainage easement and fence, and extend the height of the base 58" (approximately 5') to clear the fence for visibility. The proposed overall height of the monument sign at this location is 10' instead of 5'. The face of the sign is proposed at approximately 40 sq. ft.; however, the total sign area, base and structure, will be approximately 90 sq. ft. which exceeds the maximum 40 sq. ft. area allowed.

Given the existing conditions on this site, the proposal appears to be reasonable. Staff supports the proposed master signage plan with modifications to the Zoning Ordinance to allow 1) a monument sign at a maximum 10' height located approximately 30 feet from the north property line and 30 feet from the east property line to enable the sign face to clear the height of the existing fence for visibility; and 2) a maximum 90 sq. ft. total area (sign base and structure).

Other features of the monument sign are as follows: material will be a brick/stucco combination similar to the building; sign face will consist of dark background and white text (or vice versa)—no colors in the logos; size of sign boxes may vary based on tenant's rented square footage.

Wall Sign: In the Retail Zoning District, wall signs are allowed based on a maximum area of 1 square foot per linear foot of primary façade. Calculation of wall signage is based upon a builder's primary entrance and building façade (Ref 38.18 C). Lots fronting on two or more streets are allowed to use the longest street frontage in the allowable allocation to be identified by the Master Signage Plan (Ref 38.17 D). Once the maximum allowed sign area is determined, the signage may be placed on any face of the building, except those directly adjacent to, and within 100' of a residential property line within a residential zoning district.

The dimensions of the applicant's building are 115' along Commerce Street and 68' along Lake Road. Going with the longest street frontage, a maximum 115 square feet of signage is allowed for this building (not 115 + 68). These requirements are generally applied to a one story building; application of this requirement to a multi-story building with multiple tenants is not addressed in the current code.

There are currently three lease spaces on the first floor; three on the second floor; and one on the third. There is flexibility in the layout, so this may change. The applicant wishes to provide tenants with wall signage, as well as on the monument sign.

Mrs. Maxwell explained that applying the current sign code allocations to the long building side of 115', and a sign area allowance of $115' \times 3 = 345$ sq. ft., which may

be distributed as determined appropriate among the three floors and three available sides. This appears to be a reasonable interpretation of the current code. No signage is allowed on the west-facing wall since it is adjacent to residential property in a residential zoning district at this time.

The size of the existing and proposed signage ranges from approximately 20 sq. ft. to 50 sq. ft. This averages 35 sq. ft./sign. An allowance of 345 sq. ft. would accommodate approximately 10 signs at 35 sq. ft. each. Mrs. Maxwell said the applicant feels this allocation would accommodate the existing tenants, but is concerned about future needs. Therefore, he would like to increase the allotment to accommodate 12 signs at 35 sq. ft. each, for a total of 420 sq. ft.

Maxwell stated that the decision in this case will help guide future discussions on signs, and may suggest the need for a code amendment for signage in similar developments in the future. She said that two possible approaches were discussed with the Planning and Zoning Commission.

Option A is based upon the linear frontage of each lease space, and Option B is based upon an overall allocation for the entire building, based on the longest building side, to be distributed as appropriate. Mrs. Maxwell summarized these as follows:

Option A: This is based on our current code and method of allocating signage area for lease space on a single floor. Each tenant is allowed 1 sq. ft. of signage for each linear foot of frontage. For example, 50 feet of frontage allows the tenant 50 sq. ft. of signage. This would be applied to each tenant on each of the floors. If the tenant has space fronting on two sides, they may place the sign on either side, or split the allocation and place on both sides.

Option B: This is based on current code but is more general. Regardless of the number of tenants or lease space, the building as a whole is allocated signage based on the linear feet of the longest frontage. For this building, the longest side is 115', so 115 sq. ft. of signage is allowed, multiplied by 3 to accommodate each story, for a total of 345 sq. ft. This may be distributed as the owner desires. In this case, the applicant feels current needs are satisfied by this, but would like an additional 75 sq. ft. for a total of 420 sq. ft. to address future needs of additional tenants.

Given the uniqueness of the situation, the Planning and Zoning Commission, at its meeting on March 20, 2018, concurred with Option B. After review of the City's Sign Standards as written, and the questionable applicability with regard to the needs of a multi-story building, Mrs. Maxwell said the Staff supports an amendment to the PD to allow a maximum 420 sq. ft. of wall signage for the entire building, limited to a maximum of 12 signs.

Mayor Grayson opened the public hearing. Mr. David K. Leigh, 500 Loop 121, representing Belton Skyline, presented the request for signs for the building. He said

the current sign ordinance is not sufficient to address the needs of a multi-story building. His presentation is attached as Exhibit "A."

Seeing no one else wishing to speak, Mayor Grayson closed the public hearing.

Councilmember O'Banion asked if 12 was the maximum number of signs allowed. Mrs. Maxwell said yes. He asked if the fourth side will be allowed to have additional signs when the residential zoning is rezoned to commercial or something similar. Mrs. Maxwell said that 12 signs is the limit whether there are three sides or four sides used. Councilmember Kirkley asked if the applicant could come back and request more in the future. Mrs. Maxwell said yes, and she clarified that there was also a maximum of 420 sq. ft. regardless of the number of signs.

Councilmember Holmes expressed concern wanting to ensure that all signage applications are treated consistently referencing the new NAPA store. Mrs. Maxwell said that the calculations are similarly applied using linear frontage, but the signage allowed also depends on the zoning district for each property. Councilmember Kirkley said that the ordinance is a good, strong ordinance, but agreed that sometimes small changes are needed along the way to maintain the beauty of Belton. City Manager Sam Listi said that some changes have been made in the height of signs along the interstate as well as other minor changes.

Upon a motion by Councilmember Kirkley, and a second by Councilmember O'Banion, Item #9, including the following captioned ordinance, was approved by a vote of 6-0-1 with Councilmember Leigh abstaining.

ORDINANCE NO. 2018-09

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT RETAIL TO AMENDED PLANNED DEVELOPMENT RETAIL (SIGNAGE) ZONING DISTRICT ON A 2.121 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 5 DESIGN STANDARDS.

Councilmember David K. Leigh returned to the meeting.

10. **Consider a final plat for Pro Star Rental, a 10.00 acre tract of land located east of IH-35 and south of Grove Road, generally north of Shanklin Road in the city limits of Belton.**

Director of Planning Cheryl Maxwell said that this 1-lot subdivision is proposed as the Pro Star Rental Addition. She summarized the subdivision ordinance requirements as they apply to this subdivision plat.

Water: This property will be served by the existing 12" water line on the east side of the tract. No extension is required by the applicant.

Sewer: The proposed South Belton Sewer Project sewer lines are located on the far eastern edge of the property. However, due to topography, the sewer line along the eastern edge of the property is a force main. A service line, especially unpressurized, cannot tie into the force main. There is a gravity sewer line 1,300 feet northeast of the proposed building on this property, but the fall between the building and the gravity line is not great enough to allow for gravity flow. Therefore, the applicant must either install a septic system or install a grinder pump and private force main to connect to the gravity line approximately 1,300 feet away. Because the limited number of bathrooms and sinks will have a minimal contribution to sewer flows, Staff determined a septic tank for location is acceptable and a letter to this effect has been provided by the Bell County Public Health District.

Drainage: Drainage calculations have been reviewed and a detention pond will be needed. The location and details of the detention pond will be provided with the building plans and can be accommodated on site.

Streets: Access from the I-35 frontage road is proposed on the north side of the property. The Thoroughfare Plan identifies a future southern roadway extension of Capital Way along the eastern perimeter of this proposed plat. Capital Way is shown as a major collector which requires 80 feet of ROW. Typically, when a plat is proposed, the developer is required to dedicate one-half of the needed ROW for the length of the subdivision frontage. However, in this case, the seller, is retaining a strip of land +/- 60' wide along the eastern edge of the property (1.549 acres) as an access easement for tracts farther south, and also for City of Belton utilities. This easement mirrors the ROW needs for future alignment of Capital Way. The applicant does not own or control this 60' easement and is therefore not able to dedicate this land. We have discussed this with the seller and advised the requirement for future ROW dedication for Capital Way extension.

Maxwell said that with regard to this plat, Staff is assuming the 60' easement will be conveyed to the City for ROW purposes at some point in the future in conjunction with future subdivision platting. Therefore, an additional 20' ROW will be needed, split between this tract and the property to the east when it develops. This results in a 10' ROW dedication needed from this property.

According to the Subdivision Ordinance, the developer is required to contribute one half the total cost of paving (18.5 feet), curb and gutter, and a 5' wide sidewalk for the portion of Capital Way adjacent to this plat. The estimated cost of the applicant's contribution is \$21,900.90 for the 140' of frontage. City Staff finds the estimate acceptable and recommends the applicant escrow the cost of construction for the required perimeter street improvements. When other properties are submitted for final platting, perimeter street improvement obligations will apply and be secured.

Sidewalks: The Subdivision Ordinance also requires the developer to construct a 6' wide sidewalk along the subdivision side of arterial streets, in this case, the northbound I-35 frontage road. The applicant has the option of either incorporating the sidewalk into the construction plans or placing the funds for future construction in

an escrow account with the city. The applicant has chosen to incorporate the sidewalk into the construction plans.

Mrs. Maxwell said that the Planning and Zoning Commission met on March 20, 2018 and unanimously recommended approval of the final plat of Pro Star Rental, subject to the conditions outlined in the City's Letter to the Applicant and Engineer dated March 16, 2018. Staff concurs with their recommendation.

Councilmember O'Banion asked if there will be an entrance/exit at the rear of the property. Mrs. Maxwell said access is only being proposed on the north side of the property along the IH-35 service road. She said the applicant would like another access point onto Capital Way once it is constructed, but at this time that is not possible. Mr. O'Banion asked how many acres are included in the property, and Mrs. Maxwell stated that it was approximately ten acres.

Mayor Grayson asked, "Didn't we require the RV Park to have an access on Tollbridge Road?" Mr. Listi said that was required because the road existed. In this case, Capital Way does not exist in the area behind the property. He added that Staff will continue to work with the property owners to obtain the needed right-of-way, but at this time there isn't a street that can provide access to the rear of the property.

Mr. O'Banion said that with a detention pond required on the property, and the need for a large amount of storage space for the equipment, there may not be room for semis to maneuver within the property.

Councilmember Sanderford said that as he understands it, there is no road at the back of the property. Additionally, TxDOT is very stingy with their road access, so this may be all that the applicant can do at this time.

Mr. Listi said that Staff has met with property owners and made it clear that as they plat, they will be required to provide right-of-way and perimeter street improvements for the Capital Way extension. Unfortunately, in this case, the applicant doesn't control that piece of property. He is providing everything he can from his property toward the right-of-way and perimeter street improvement funding needed.

Mr. O'Banion said that this is the first time he has seen this plat. He is concerned that access will be an issue, but since the Council hasn't seen a site layout, he doesn't know how the flow will work. He said, "I don't know the solution to the problem, or even if it's our place to say during final platting. We've yet to see a plan or a layout as to what that's going to look like."

City Attorney John Messer said there might be a possibility for cross access when the RV Park is platted. Councilmember Leigh said that he would have a hard time approving a final plat that didn't show two access points.

Mrs. Maxwell reminded the Council that the applicant has met all the requirements for approval of the final plat. She added that Staff could work with the applicant to see if cross access is a possibility. TxDOT will not grant another access point because of the location of the exit ramp from IH-35.

Mayor Grayson asked if the applicant was okay with one access. Mrs. Maxwell stated that they were. Will Cisco of Turley Associates stated that although it is not ideal, and he understand the Council's concern, the applicant feels that it is adequate. He added that the site plan will be reviewed for safety issues during the building permit stage.

Mayor Pro Tem Pearson said he doesn't believe that requiring two access points is addressed in the City's Building Standards. Mr. Listi said that it is always Staff's goal to get two. Councilmember Kirkley said if the Fire Marshal approves it, then he would be comfortable with it.

Councilmember Leigh said there are 3-4 possibilities to get cross access, but it may require the applicant to purchase additional land in order to get that access. Mr. Listi said that the Council can table the item, and Staff can work with the applicant to see if an additional access can be achieved.

Councilmember Paul Sanderford said, "I'm confused. I'm not aware that there is a request for a variance in this application." Mr. Listi said that there is not a requirement for the second access for this plat.

City Attorney John Messer said that the same issue exists for the RV Park where zoning was approved at tonight's meeting. Mr. O'Banion said, "But that was zoning, and this is final plat." Mrs. Maxwell said, in her opinion, the issues raised should be addressed with the site plan during the building permit stage. She doesn't believe that these issues are appropriate discussion for a final plat approval. Mr. Messer said, "What they've submitted, they've met the requirements for a final plat." Mr. O'Banion said he understands, but asked, "Are we doing anyone a favor by pushing it [access issues] down the road? Are we going to tell them when they submit their site plan, or when the Fire Marshal is reviewing, 'Hey, this isn't going to work.'" Councilmember Leigh said that if they have met the requirements of the plat, then it is incumbent upon the Council to allow them to plat it. However, he added, "We should probably wave that flag pretty strong... 'Beware, there is a dead end potential here.'"

Councilmember O'Banion said that brings up a good question. "When do we wave that flag to these people?" Mrs. Maxwell said that the Staff goes through a comprehensive review with the developer noting all the requirements and issues with the project. Mr. O'Banion asked, "When is the appropriate time for Council to raise these issues?" Mr. Leigh said that from his experience, this usually occurs between the platting and building permit stages." He added that the City needs to do a better job of consistently applying the requirements.

Mr. Listi explained that the Council needs to satisfy themselves that the applicant has met the requirements for a final plat as submitted. Then, the City needs to rely on the building permit process to see the layout and ensure that it provides for the needed circulation within the site.

Mayor Pro Tem Pearson said that Staff provides the developers with all the information they need to make informed decisions on whichever direction they decide to go. He added that he wants to make sure that the developers know that Council is looking for two ways in and two ways out as well as cross access. "If our ordinances don't clearly specify that now, then we [need to amend them.]" City Attorney John Messer said that the plat may be approved now, but someone could come along and build something that doesn't require two access points. Councilmember O'Banion asked, "So when does that come up?" "During the building permit stage," answered Mr. Listi. Mayor Grayson responded, "So unless Staff mentions cross access, it's not ever happening." Mr. Messer said, "Y'all get to decide when it gets done." "That's my question that nobody's answered," said Mr. O'Banion, "when do we decide that it has to have cross access?" "Do we need to do an overlay zoning that requires cross access in certain areas?" asked Mr. Leigh. Mr. Kirkley stated that cross access is a good thing, but he thinks it would be very restrictive, and in some areas, it would just not be possible.

"I still have not had my question answered," said Mr. O'Banion. "When do you make the decision and who makes it... or do we not have any say in it? If we don't have any say in it, if it is strictly Staff's decision when we are going to require cross access, then tell me that." Mr. Listi replied, "I don't think there's one answer. Mr. Leigh said, "If we want Council to have a say on cross access, specifically, then we need an ordinance and set a policy to direct Staff to do that. Right now, there is no legal direction to Staff to require that, other than the safety and building permit stage."

Mayor Pro Tem Pearson said there is not a reason to disapprove the final plat, and Staff seems to understand Council's concerns.

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember Kirkley, item #10 was unanimously approved by a vote of 7-0.

Councilmember O'Banion asked, "Does the City have the legal right to come back and say you have to have a secondary access? If we don't have that right, then what do we need to do to have that right? Again, when do we make the decision, and can we even make the decision?" Mr. Leigh said the City needs to put an ordinance in place before construction begins. Mr. Listi said Staff would work on these issues and bring it back before Council soon.

Work Session

11. Conduct a work session on Belton Water Tank Number 3 graphics.

Director of Public Works Angellia explained that the proposed Belton Water Tank graphics would need to be selected in order to obtain bids for the construction of the tank project. She provided the Council with several options as shown in Exhibit “B”.

Councilmember Leigh asked where would the water tower graphics be visible. Ginger Tolbert of KPA Engineers said that it should be visible from most of the major roads in the area as well as the surrounding neighborhood. “How critical is it to make a decision now until we know where it is most visible?” asked Mr. Leigh. Mrs. Tolbert explained that it is best to have the design or designs selected in order to place in the bid packet. She added that it was possible to have an alternate included in the bid packet which is where the City will receive the best pricing.

Councilmember Leigh suggested that a colorful image like that on the Belton Dam mural be considered as an alternate since it is close to Lake Belton. He added that it is an opportunity for branding. Mrs. Tolbert stated that the more colors added, the higher the cost.

Mr. Leigh expressed that he liked the City of La Porte’s water tower graphics. Mayor Grayson asked Staff to return with additional options including basic graphics as well as some more mural type alternates.

Executive Session

At 7:04 p.m., the Mayor announced the Council would go into Executive Session for the following item:

12. **Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, for a deliberation regarding real property.**

The Mayor reopened the meeting at 8:22 p.m., and there being no further business, the meeting was adjourned.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

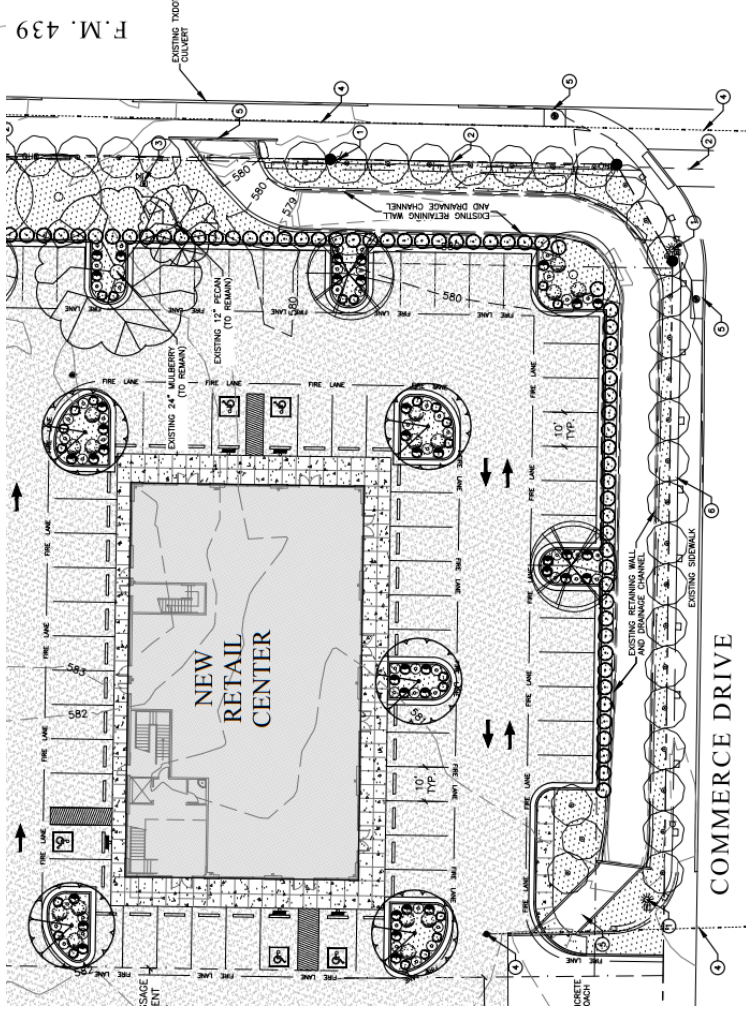
127 Lake Rd Sign Proposal

Submitted by Stephanie Covington on behalf of Belton Skyline

Current Code Allowance

1 SF of signage allowed/ 1 linear ft. primary façade

- ▶ In the Retail Zoning District, wall signs are allowed based on a maximum area of 1 square foot per linear foot of primary façade (e.g. 100 linear feet of frontage allows maximum signage of 100 square feet). Calculation of wall signage is based upon a builder's primary entrance and building façade (Ref 38.18 C). Lots fronting on two or more streets are allowed to calculate the longest street frontage into the allowable allocation to be identified by the Master Signage Plan (Ref 38.17 D). Once the allocation is determined, the signage may be placed on any face of the building except those directly adjacent to, and within 100' of a residential property line within a residential zoning district.



Commerce Frontage - 115 linear ft.

Problem/Proposal

- ▶ Current code does not account for a multi-storied structure.
- ▶ 115 SF of wall signage does not allow for appropriate signage for a multi-tenant, multi-storied structure.
- ▶ Original interpretation of the code suggested that both frontages (Lake and Commerce) could be considered as frontage in the SF calculations. This would allow 115 (Commerce) + 68 (Lake). However, the city later explained that 115 SF was all the code allowed for this structure.
- ▶ We present that a reasonable extrapolation of the current code to accommodate a multi-tenant, multi-storied structure would be to multiply the current code by the number of stories.
 - ▶ Original Interpretation: $115 + 68 = 183 \times 3 \text{ stories} = 549$
 - ▶ Current Interpretation: $115 \text{ SF} \times 3 \text{ stories} = 345 \text{ SF}$
- ▶ As a compromise, we request 420 SF of wall signage for the building with a max amount of signs less than or equal to 12.

Existing (Permitted and Installed) Signage First Floor

- ▶ Commerce Drive - 115SF allowed
 - ▶ Texas Title - 19.12 SF
 - ▶ J'Neely's - 19.77 SF
 - ▶ Youphoria - 27.87 SF
 - ▶ J'Neely's - 19.77 SF
 - ▶ Total existing signs: 86.53 SF

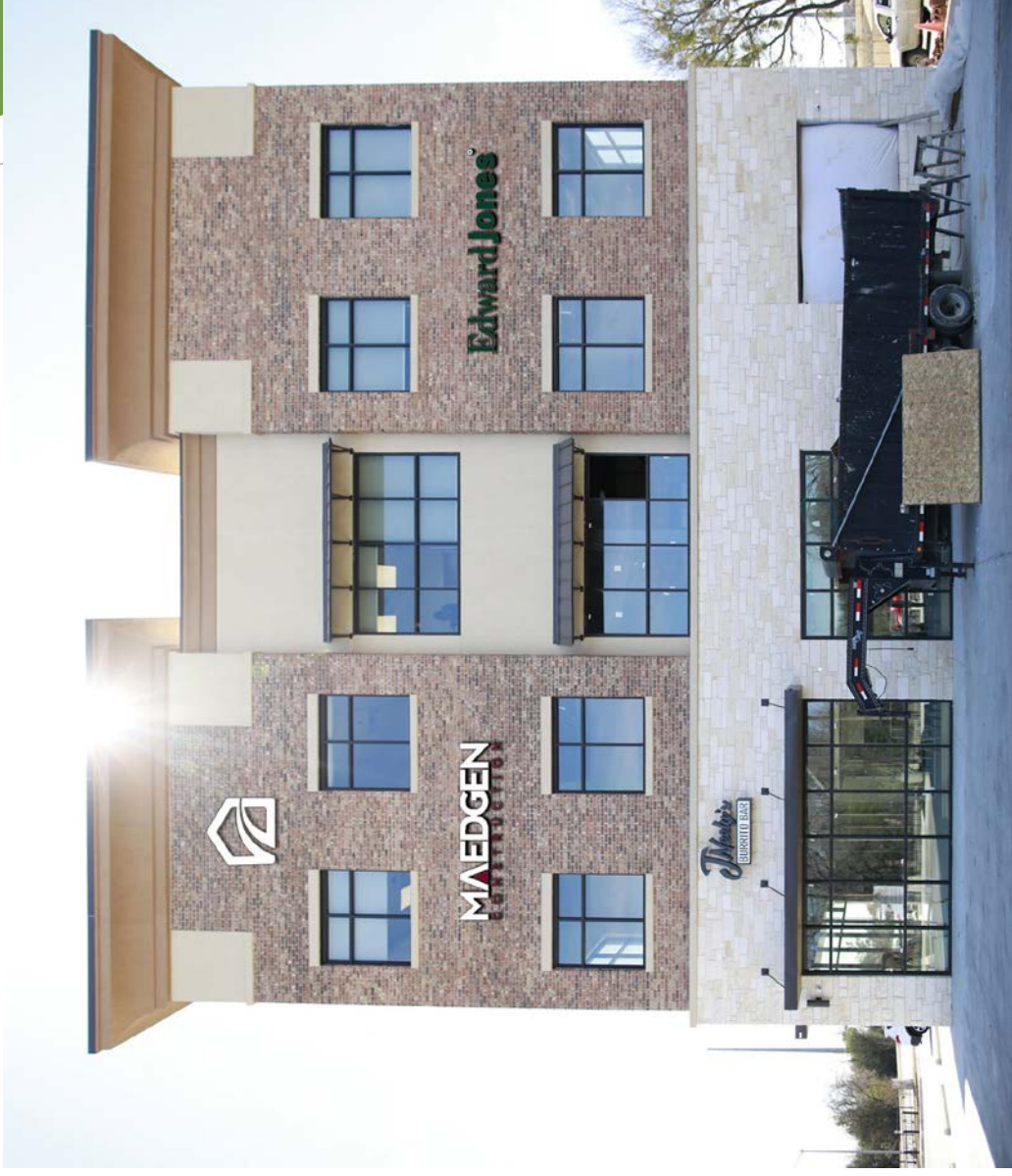
Example Future Signage Locations - Bldg Entrance

- ▶ Fairway Icon or full logo - 50 SF
- ▶ Second Floor Tenant Icon - 40SF
- ▶ Entrance Sign (Over Arc) - 40SF



Example Future Signs - Lake Rd Frontage

- ▶ Fairway Icon or full logo
 - ▶ Est size = 50 SF
- ▶ Edward Jones
 - ▶ Est. size = 40 SF
- ▶ Maedgen Construction
 - ▶ Est size = 40 SF
- ▶ (Existing) J'Neely
 - ▶ 20 SF



Proposed Future Signs - Commerce Frontage

- ▶ Existing
 - ▶ Texas Title - 19.12 SF
 - ▶ J'Neely's - 19.77 SF
 - ▶ Youphoria - 27.87 SF
 - ▶ Total Current SF of signage: 66.76 SF
- ▶ Proposed Additions
 - ▶ Future first floor tenant
 - ▶ Second floor tenants or third floor tenant



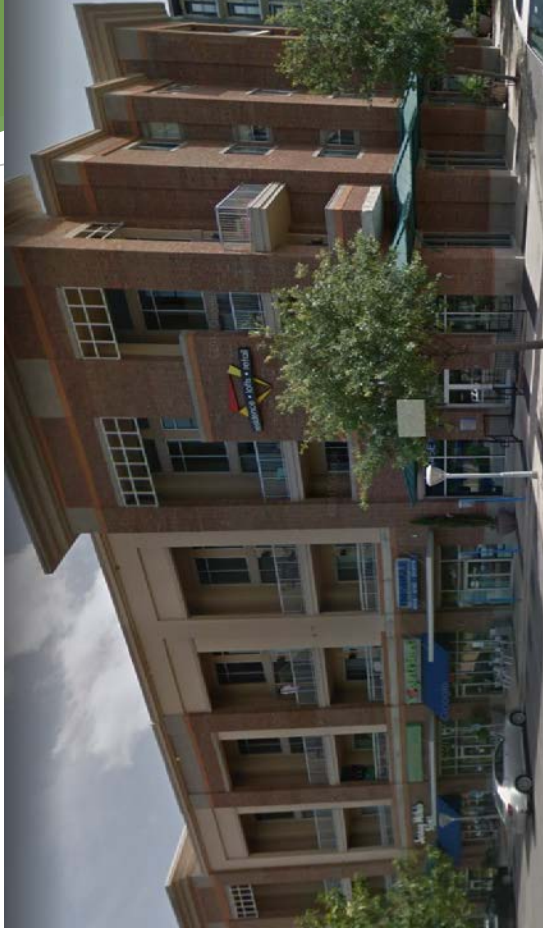
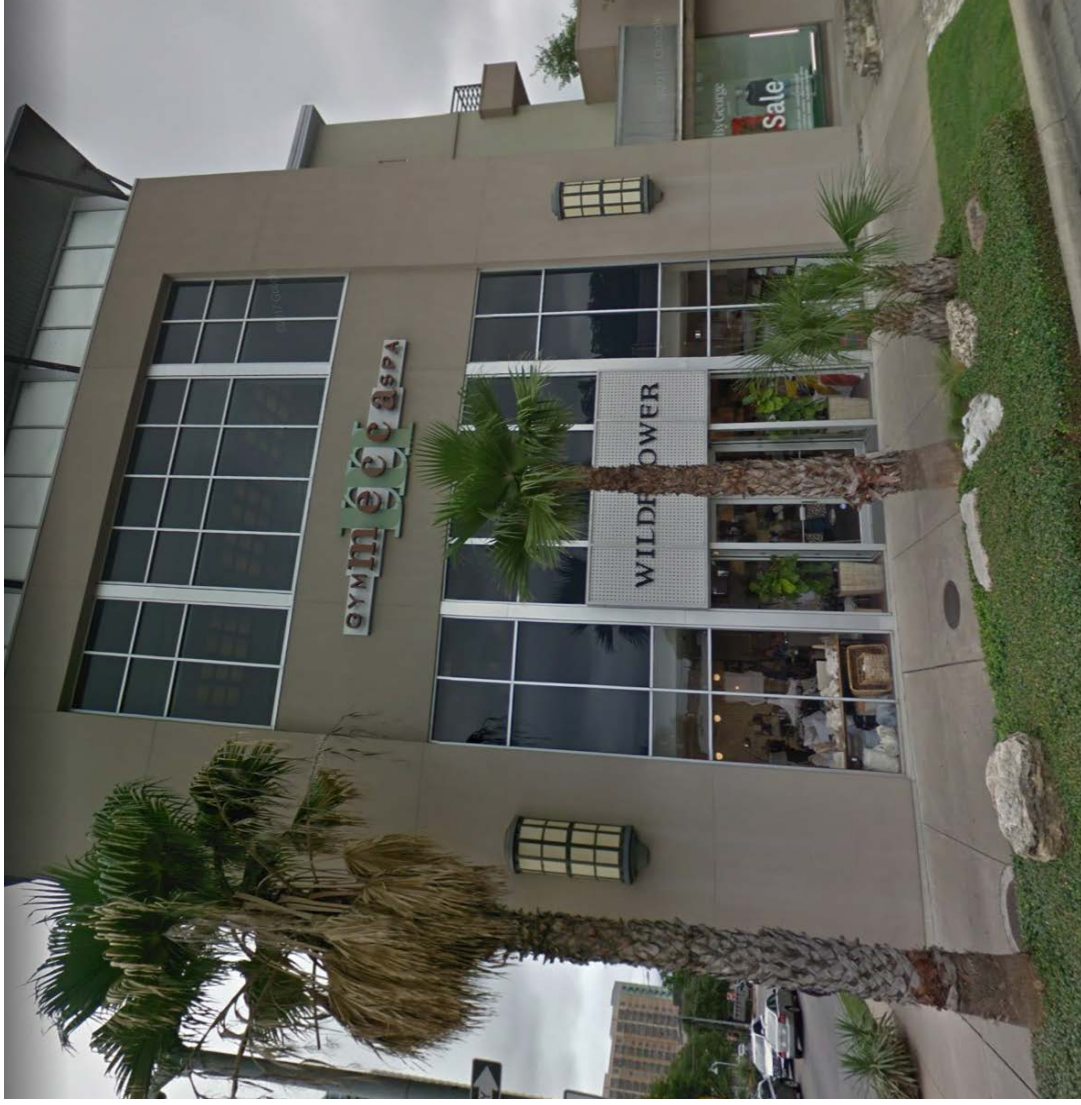
OR



OR



Examples of Similar Bldg Signage seen in other cities

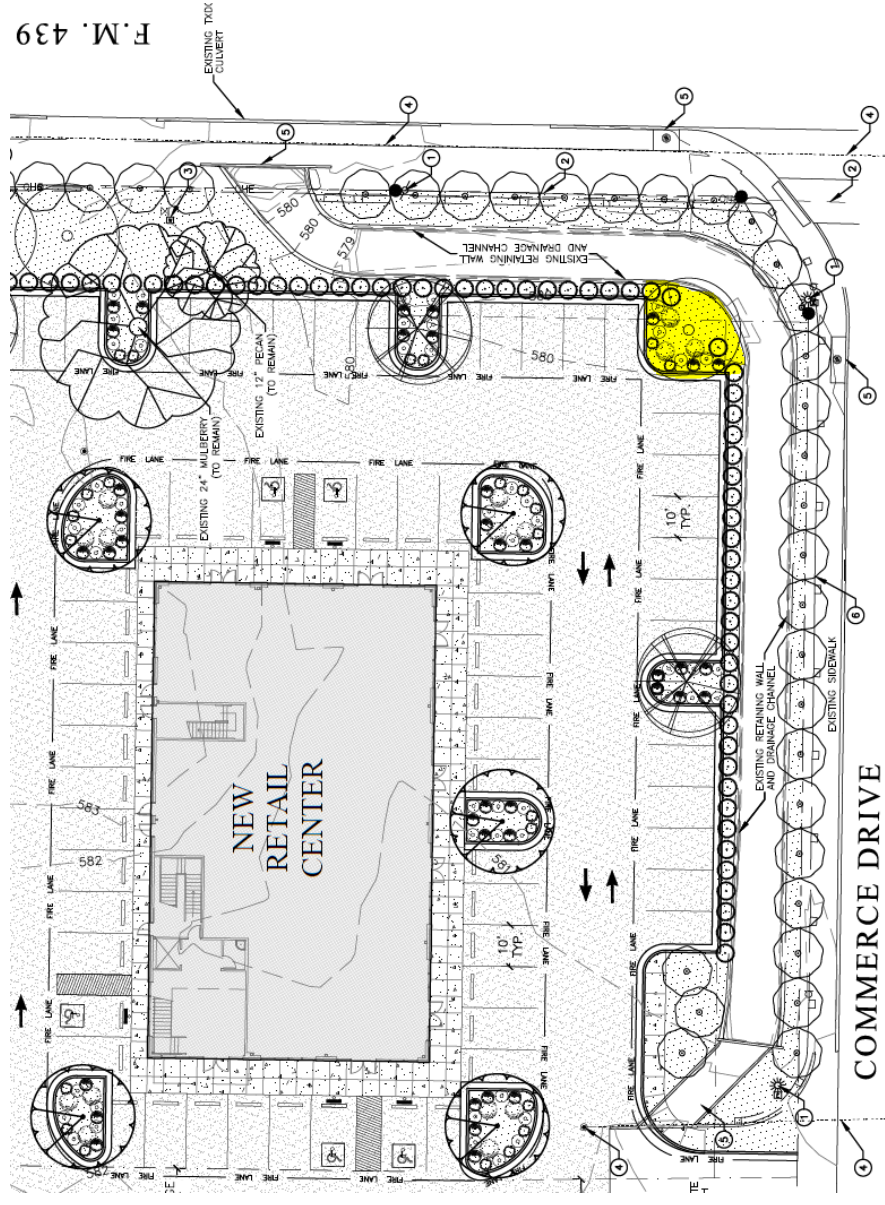


We want to keep it clean and classy while providing adequate tenant signage. We don't want signs all over the building!



Monument Sign

- Possible Locations – Located approx. 30 ft from Commerce and 30 ft from Lake Rd.



Monument Sign Variance Needed

- ▶ Current code allows for 40 SF of sign area, 5' maximum height.
 - ▶ However, city fence is 58" (4.8 ft) high at its tallest. So, signs would need to start at 5' high to be visible.

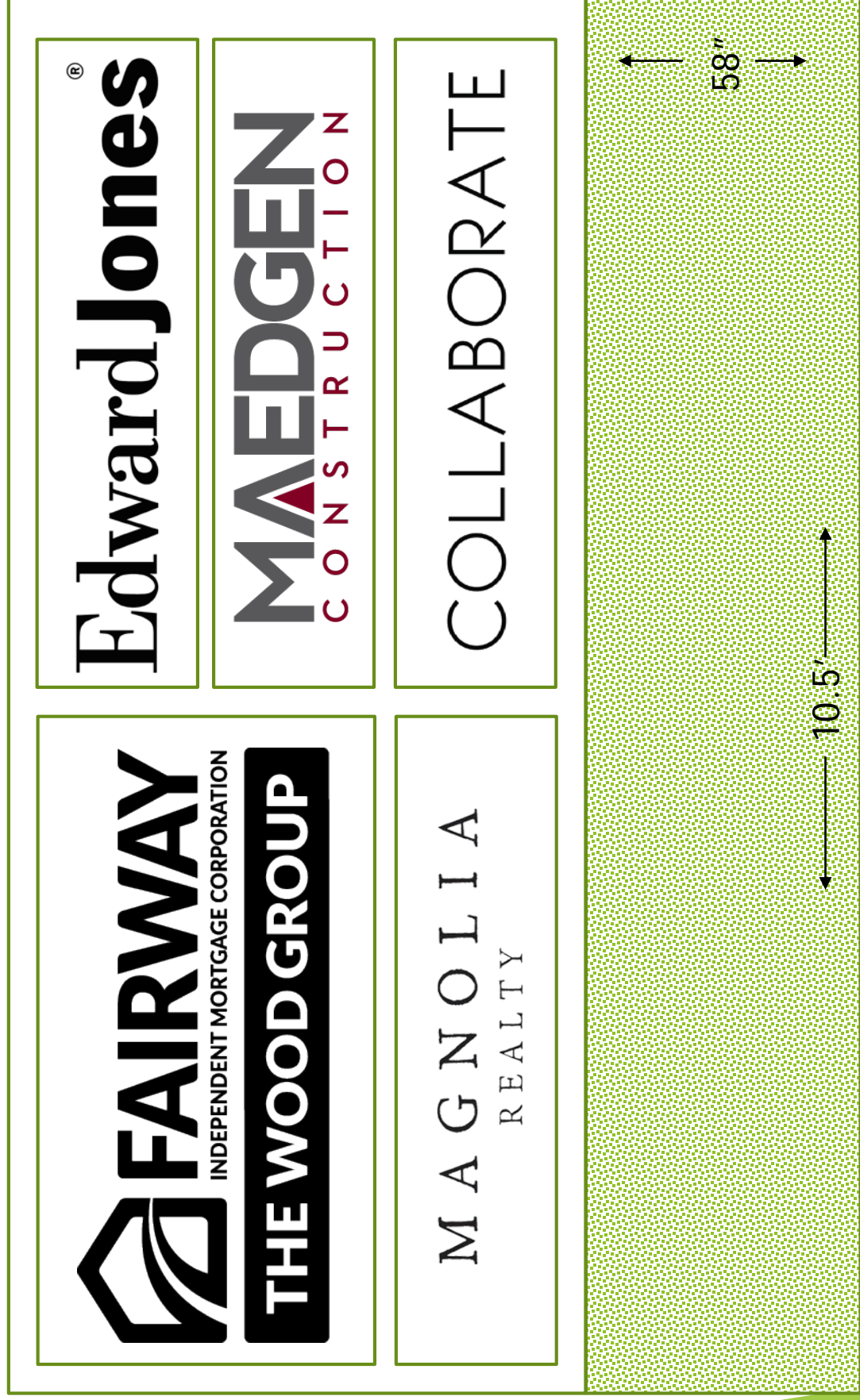


Monument Sign Variance Needed

- ▶ Monument sign needed to provide additional signage space for 2nd and 3rd floor tenants.
- ▶ Monument Material: Mimic building's brick/stucco combination.
- ▶ Sign Material: Dark background, white text, (or vice versa) no colors in logos to give uniform look. Different sized sign boxes based on rented SF for tenants.
- ▶ Example Concepts:



Sample Monument Dimensions - max of 90SF total.



Qty of 6, 15" tall x 5 Tenant Signs
(Fairway shown as double)
40 SF Total Sign Area

58" brick
(to rise above railing's edge)

Conclusions

- ▶ Variances Requested
 - ▶ Monument Sign: Request monument height allowance to be increased by 5' to allow for the monument to extend above City fencing. 40 SF of sign space (per current code) should be adequate. 90 SF Max total.
 - ▶ Additional Square Footage for Wall Signs
 - ▶ 420 SF for the building to be allocated for tenant signs at the landlord's discretion, with a max sign count quantity of 12.

NORTH BELTON ELEVATED STORAGE TANK

Graphics/Image Discussion

GOAL: Decide on the graphics concept to incorporate into the design.

Current Elevated Storage Tanks

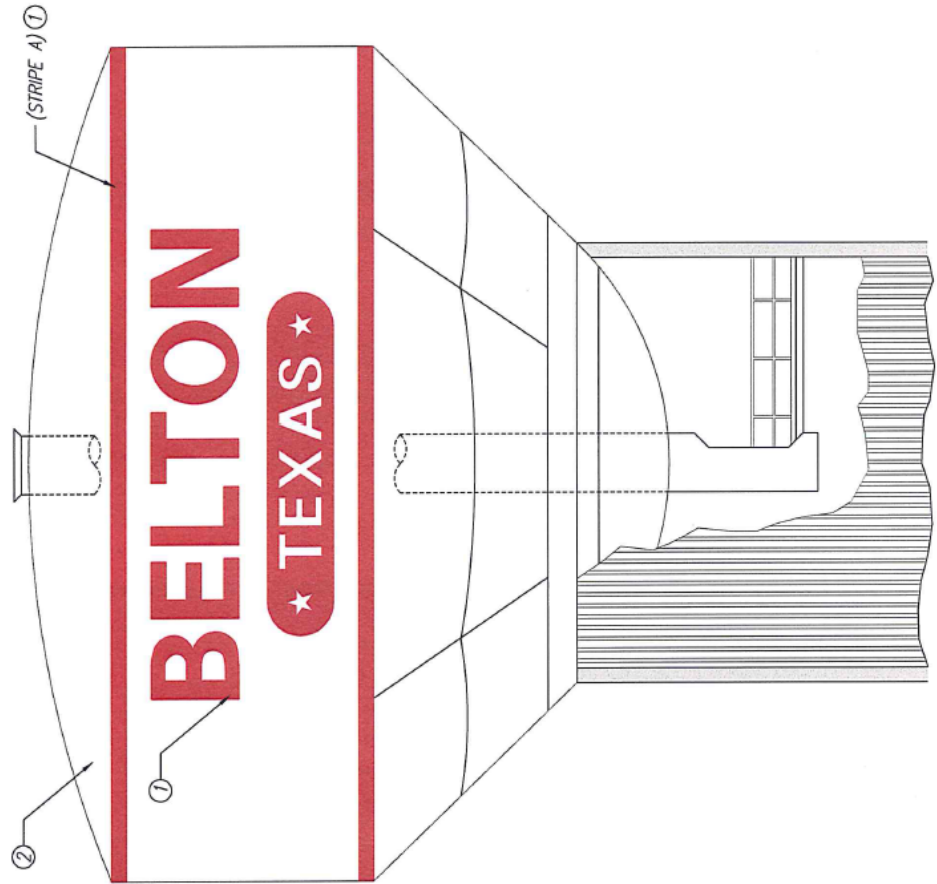


Loop 121

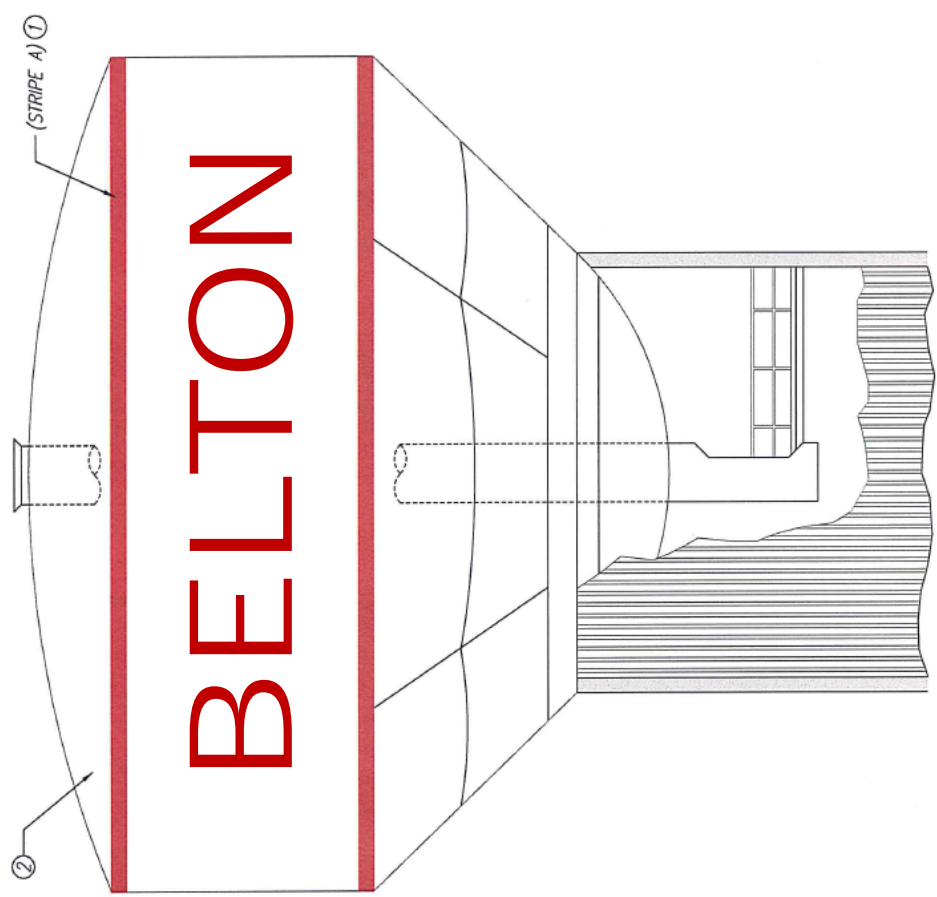


Miller Heights

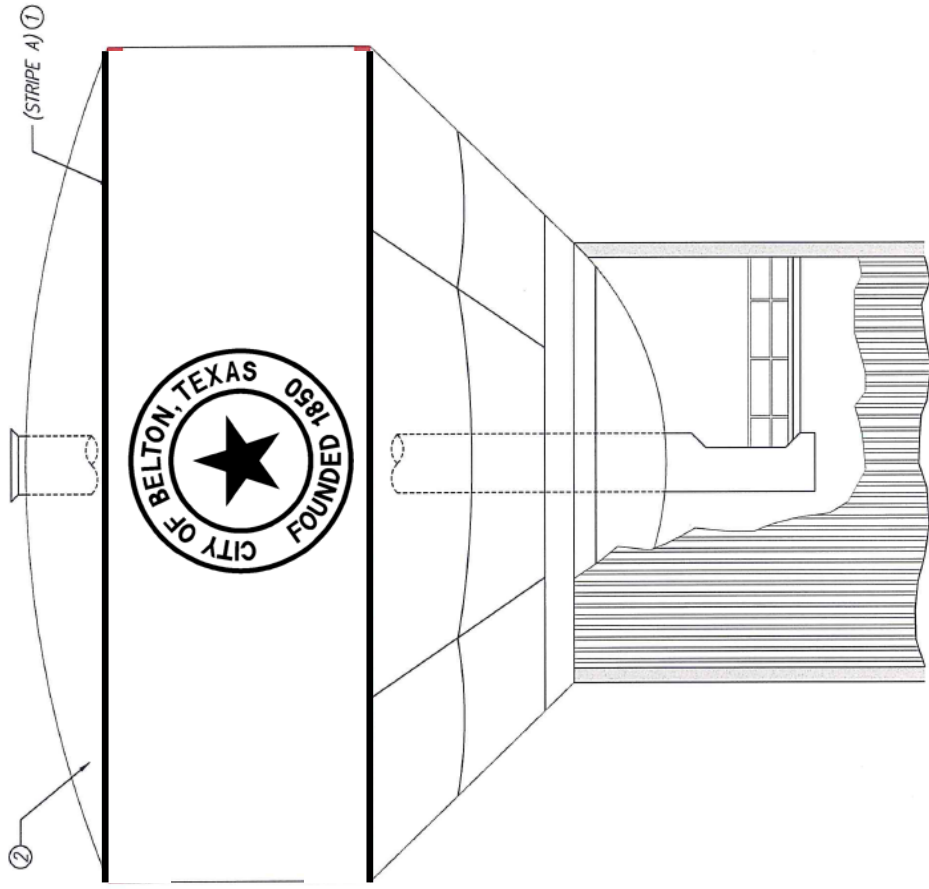
Graphic Options – Matches Existing Elevated Tanks



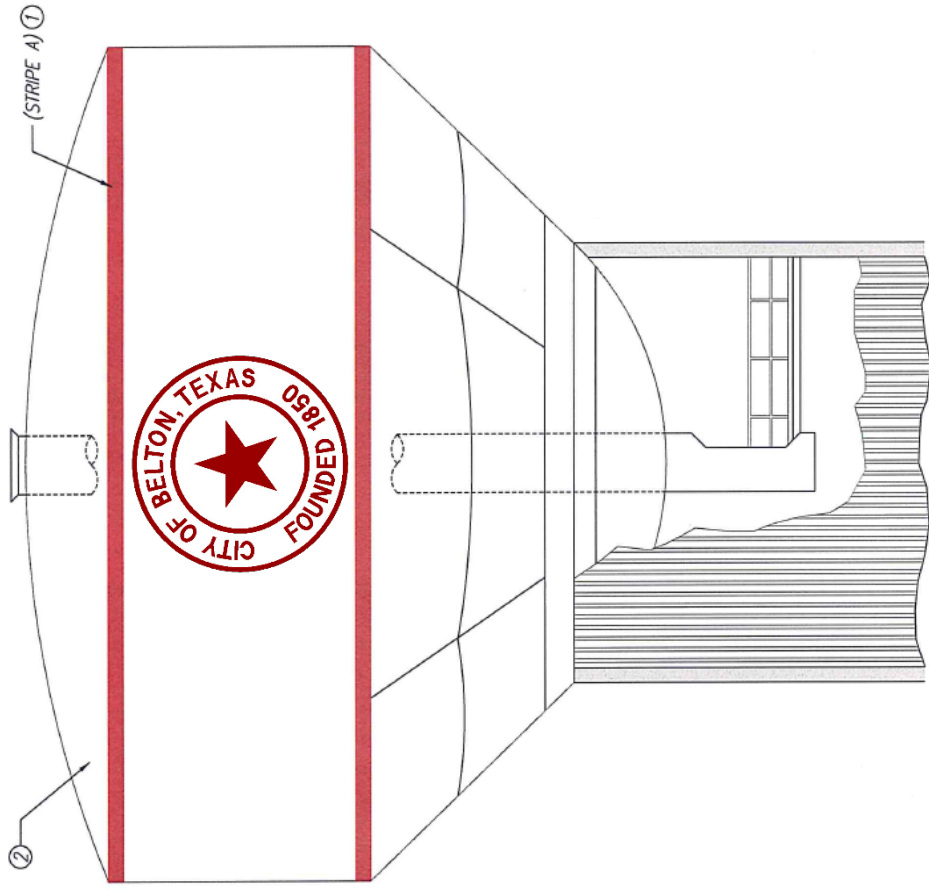
Option A – Matches Loop 121 Tank



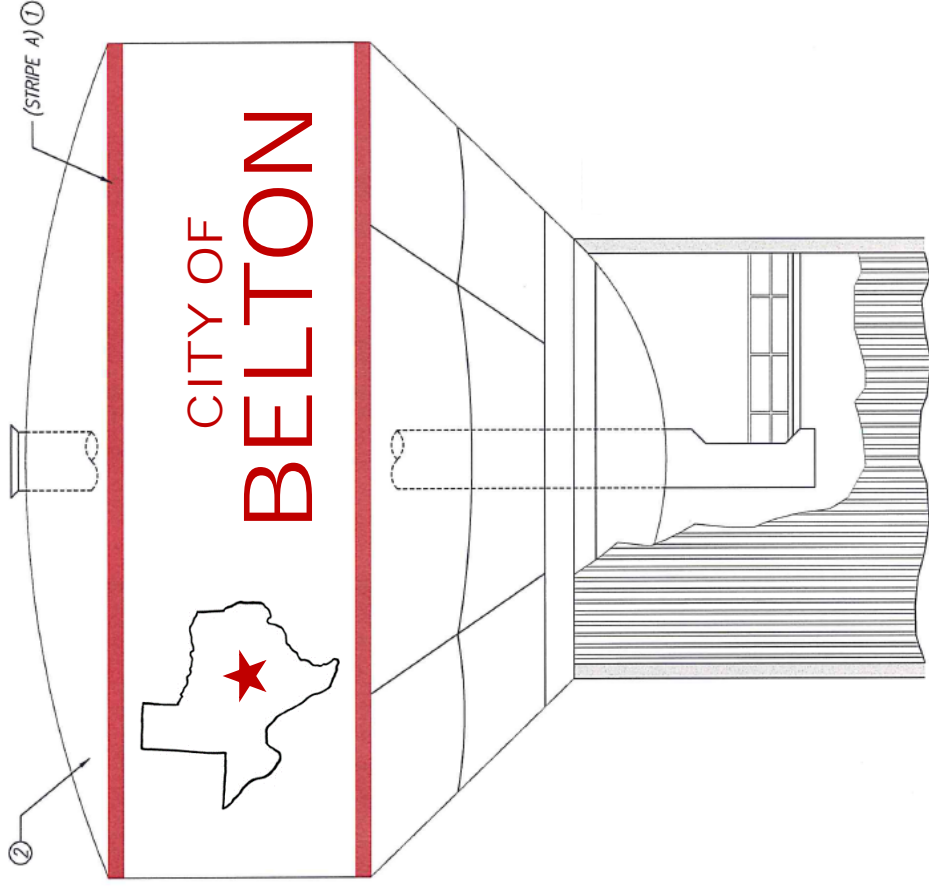
Option B – Matches Miller Heights Tank



Option C – Seal in Black



Option D – Seal in Red



Option E – Texas Outline

SCHEDULE

- Today's Discussion: Tank graphics
- Easement acquisition is nearly complete
 - Dawson Ridge plat in development
 - Dickson Ranch development agreement will be presented in April
- Finalize design drawings and specifications by May 1, 2018
- Bid waterline and tank separately (1 month)
- Bid award, construction phase (12 months)

Staff Report – City Council Agenda Item



Agenda Item #4

Consider reappointments to the Texas Dormitory Finance Authority Board of Directors

Originating Department

Administration – Amy M. Casey, City Clerk

Background

The Texas Dormitory Finance Authority Board, a non-profit corporation created in 1982, was originally called the Belton Higher Education Authority. The board was created pursuant to the Higher Education Authority Act (Chapter 53, Education Code) to act as a duly constituted authority and instrumentality on behalf of the City of Belton in the issuance of revenue bonds for the acquisition, construction, improvement and refinancing of educational facilities and housing facilities.

The terms of the entire board end on April 26, 2018. All members have requested reappointment for another two-year term. Board members include:

Bill Holmes
Blair Williams
Bry Ewan
Chuck Douglas
Danny Dossman
Andy Crowson
Joe Pirtle

This board meets on an as-needed basis.

Fiscal Impact

N/A

Recommendation

Recommend approval of the appointments.

Attachments

None

Staff Report – City Council Agenda Item



Agenda Item #5

Consider approval of an ordinance on first reading and set the public hearing for April 24, 2018, granting an extension to the commercial solid waste collection franchise with Sunbright Disposal Services.

Originating Department

Administration – Amy M. Casey, City Clerk

Summary Information

In April 2015, Council authorized a commercial solid waste franchise with Sunbright Disposal Services. The original term of the franchise expires on April 26, 2018. Sunbright desired an extension to the franchise agreement which is allowed under the original terms of the agreement. The original term of the agreement is for three years with two (2) optional one-year extensions. The City currently has commercial solid waste franchise agreements with Waste Management, Republic Services, Eagle Disposal, Temple Iron & Metal and Progressive.

In accordance with the City Charter, franchise ordinances require two readings and a public hearing. The public hearing has been advertised for the January 24, 2018, City Council meeting.

Fiscal Impact

The City receives 5% of the Company's total gross receipts from customers as a franchise fee. FY2018 Budget for this franchise fee is \$96,100 from all commercial haulers.

Recommendation

Recommend approval of the ordinances on first reading and set the public hearing for January 24, 2018.

Attachments

Proposed Ordinance

Email from Sunbright regarding extension

Current Franchise Agreement

ORDINANCE NO. 2018-10

AN ORDINANCE AMENDING A FRANCHISE AGREEMENT WITH SUNBRIGHT DISPOSAL SERVICES, TO PROVIDE COMMERCIAL SOLID WASTE COLLECTION SERVICES WITHIN THE CITY OF BELTON; AND MAKING OTHER PROVISIONS.

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

Section I. Amendments.

Section 3 of the Commercial Solid Waste Franchise Agreement set forth in Ordinance 2015-18 is hereby amended to read as follows:

Section 3. Term.

The term of this agreement is modified and will now expire April 26, 2019.

Section II. Acceptance by Company.

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

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

Sunbright Disposal Services (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the agreement to operate a commercial and industrial refuse and solid waste collection and disposal system within the City as is set forth and provided in Ordinance No. 2015-18 (the "Ordinance") as amended by this Ordinance. The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner.

Company: _____

By: _____

Printed Name: _____

Title: _____

Section III. Severability.

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

Section IV. Open Meetings.

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

Section V. Endorsements and Records.

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

PASSED AND APPROVED on first reading this the 10th day of April, 2018.

PASSED AND APPROVED on second and final reading this the 24th day of April, 2018.

CITY OF BELTON

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

APPROVED AS TO FORM AND CONTENT:

John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 24th day of April, 2018, by a vote of ____ votes for the Ordinance and ____ votes against the Ordinance.

Amy M. Casey, City Clerk

ACCEPTANCE

Sunbright Disposal Services accepted the amended Franchise Ordinance by written instrument filed on the _____ day of _____, 2018.

Amy M. Casey, City Clerk

From: [Tara Tredaway](#)
To: [Amy Casey](#)
Subject: Sunbright Renewal.
Date: Thursday, March 29, 2018 10:34:02 AM

Hey Amy,

I talked to my manager and we would like to renew the exact same franchise contract we currently have. Let me know if you need anything else from us and please send a copy of that contract!

Thanks so much,

Tara Tredaway

Sales Representative

Sunbright Disposal Services

830-385-8306-cell

254-776-1977-office

tara.tredawway@sunbright-recycling.com



Think Clean & Green - please print only if necessary and recycle if possible.

ORDINANCE NO. 2015-18

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

WHEREAS, Sunbright Disposal Services, a partnership (the “Company”), operates a solid waste and garbage collection service for municipalities; and

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

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

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

SECTION 1. Definitions.

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

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

1.1.1 “City Clerk” shall mean the City Clerk or City Secretary of the City.

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

1.1.3 “City Council” or “Council” shall mean the governing body of the City.

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

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

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

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

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

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

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

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

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

Section 2. Grant of Franchise.

The City hereby grants the Company a non-exclusive license to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of collecting and disposing of Containerized Commercial and Industrial Refuse and Waste; including, but not limited to, contracting with Customers and providing service pursuant to contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

Section 3. Term.

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

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

Section 4. Scope and Nature of Operation.

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

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

4.2 Collection Operation - (a) Save and except as provided in this Section, collection shall not start before 3:00 a.m. or continue after 7:00 p.m. at any location; provided that collections made in a manner that does not cause or result in loud noise, or that are made at a location which will not cause the disturbance of persons occupying the premises or neighboring property, may be made at anytime. If the City receives complaints from customers, hours of operation will be subject to a mutually agreeable solution between the Company and the City. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. Subject to the ordinances and regulations adopted by the Council the frequency of collection shall be determined by each individual Customer agreement.

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

Section 5. Vehicles to be Covered and Identified.

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

Section 6. Regulation of Containers.

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

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

Section 7. Disposal of Refuse.

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

Section 8. Franchise and Rental Fees.

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

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

8.1.2 No Other Rental Fees - The license fee shall be in lieu of any and all other city-imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, franchise, installations and systems, fixtures, and other facilities of the Company and all other property of the Company and its activities, or any part thereof, in the City which relate to the operations of the Company pursuant to this Franchise; provided, that this shall not be construed to prevent the Company from being required to pay the City's fees and charges in effect from time to time for dumping at the landfill.

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

Section 9. Collection and Disposal Rates.

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

Section 10. Compliance with Law.

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

Section 11. Insurance Provided by Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Indemnification and Hold Harmless.

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

Section 13. Forfeiture and Termination of Franchise.

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

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

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

- (a) Coordinate and provide information concerning deposits, payments and accounts to Customers and prospective Customers;
- (b) Respond to Customer and prospective Customer questions and issues about billings, accounts, deposits and services;
- (c) Coordination with the City with respect to private sector and public works projects and issues related to or affecting to the Company's operation; and

- (d) Immediate response, upon request, to police, fire and other emergency situations in which the public health and safety requires action with respect to or assistance regarding Company's property.

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

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

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

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

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

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

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

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

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

Section 14. Transfer, Sale or Conveyance by Company.

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

Section 15. Foreclosure.

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

Section 16. Receivership and Bankruptcy.

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

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

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

Section 17. Retention of City Police Powers.

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

Section 18. Amendments of City Ordinances and Regulations.

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

Section 19. Taxes.

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

Section 20. Acceptance by Company.

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

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

Sunbright Disposal Services (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the Franchise to operate a commercial and industrial refuse and solid waste collection and disposal system within the City as said license is set forth and provided in Ordinance No. 2015-18 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Company: Sunbright

By: [Signature]

Printed Name: T. M. Hagitt

Title: Mayor

Section 21. Public Necessity.

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

Section 22. Affirmative Action by Company.

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

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

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

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

Section 23. Severability.

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

Section 24. Captions and Headings.

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

Section 25. No Suspension of Laws.

All provisions of the ordinances of the City as now existing or as may be amended from time to time and all provisions of the statutes of the State of Texas applicable to general law cities shall be a part of this Franchise as fully as if the same had been expressly stated herein, and said City retains and may exercise all of the governmental and police powers and all other rights and powers not directly inconsistent with the terms, conditions and provisions of this Franchise.

Section 26. Peaceful Enjoyment.

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

Section 27. Open Meetings.

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

Section 28. Endorsements and Records.

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

PASSED AND APPROVED on first reading, the 14th day of April, 2015.

PASSED AND APPROVED on second and final reading the 28th day of April, 2015.

CITY OF BELTON

ATTEST:

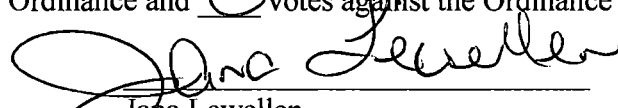

Marion Grayson, Mayor


Jana Lewellen, City Clerk


APPROVED AS TO FORM AND CONTENT:

John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 28 day of April, 2015, by a vote of 7 votes for the Ordinance and 0 votes against the Ordinance.


Jana Lewellen
City Clerk

Sunbrite Disposal accepted the foregoing Franchise by written instrument filed on the 28 day of April, 2015.


Jana Lewellen
City Clerk

Staff Report – City Council Agenda Item



Agenda Item #6

Consider a 2-year extension of the depository agreement with BancorpSouth Bank as successor by merger to First State Bank Central Texas.

Originating Department

Finance – Brandon Bozon, Director of Finance

Summary Information

In 2015, as part of a competitive proposal process, First State Bank Central Texas (and its successor BancorpSouth) was selected as the City's primary depository institution. The agreement provides for no fees to be paid by the City for banking services. The contract period was for three years beginning April 1, 2015, and ending March 31, 2018, or until a successor bank was selected. The agreement provided for the option to extend the agreement for two additional years provided both parties agree to an extension. First State Bank Central Texas has provided depository services to the City since 2000. City staff has had excellent experience with both FSB's services and employees. First State Bank Central Texas (and its successor Bancorp South) is agreeable to an extension of the depository agreement.

Recommendation

Recommend approval of the extension of the agreement for bank depository services with First State Bank Central Texas (and its successor BancorpSouth) to March 31, 2020.

Attachments

Depository Agreement

**CITY OF BELTON
REQUEST FOR PROPOSAL
DEPOSITORY BANKING AGREEMENT**

**CITY OF BELTON
REQUEST FOR PROPOSAL
DEPOSITORY BANKING AGREEMENT**

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Belton (hereinafter called "City"), is seeking proposals from eligible financial institutions (hereinafter called "Bank"), to be the depository bank for the City. The term of the agreement is April 1, 2015 through March 31, 2018, with the option to extend the agreement for two (2) additional years provided both parties agree to an extension. Should the agreement be extended, the service costs will be negotiated.

Only financial institutions doing business, and having an office with a main contact person, within the City limits of Belton, Texas, will be considered for this proposal.

Investment activities are considered separate and apart from this proposal.

B. OBJECTIVE

The objective of this Request for Proposal (RFP) is to identify the financial institution that can offer the highest quality service at the lowest cost to the taxpayers, while insuring the highest degree of safety and security of City funds.

C. PROPOSAL INSTRUCTIONS

Proposals shall be delivered to the City in a sealed envelope bearing the name and address of the respondent and being clearly marked "Depository Banking Proposal" or may be submitted electronically to BBozon@BeltonTexas.gov. Proposals submitted in hard copy should be mailed or hand-delivered as follows:

Mailing Address:

Brandon Bozon
Finance Director
P.O. Box 120
Belton, Texas 76513

Hand-Delivery Address:

Brandon Bozon
Finance Director
100 S. Davis Street
Belton, Texas 76513

The proposals will be publicly opened at the Finance and Utilities Building at 5:00 PM on Friday, February 27, 2015. The proposals will be analyzed on multiple factors including, but not limited to, services provided, costs of those services, and appropriateness of collateral. Upon determining the depository agreement that is of the best benefit to the City, a recommendation will be made to the Mayor and City Council for consideration at a City Council Meeting as soon thereafter as practicable.

NO PROPOSAL SHALL BE RECEIVED AFTER 5:00 PM ON FRIDAY, FEBRUARY 27, 2015, AND LATE PROPOSALS SHALL BE RETURNED UNOPENED.

The proposing bank shall use this RFP, in its entirety, as the official proposal form to submit fees and answers to questions. Additional pages may be added to answer questions asked, provide information on additional services not requested in the RFP, or clarify the Bank's proposal. (See Section III - Proposal Format for details of proposal format.)

The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation for the award of the agreement.

The City reserves the right to accept or reject any and all proposals, as the best interest of the City may require, and to waive any informality in proposals received. The City also reserves the right to award the contract as may be advantageous to the City and to negotiate any and all elements which comprise the Bank's proposal to ensure the best possible consideration be afforded all concerned.

D. INQUIRIES FROM BANKS

Questions or requests for clarification regarding this proposal should be requested no later than Friday, February 20, 2015, and should be directed to:

Brandon Bozon
Finance Director
P.O. Box 120
Belton, Texas 76513
BBozon@BeltonTexas.gov

Written responses to all questions/requests will be sent to all Banks receiving proposal forms.

E. SELECTION CRITERIA

The City staff shall review the submitted proposals and make a recommendation to the Mayor and City Council for award of the agreement. The recommendations shall be based on the proposal determined to be best on the behalf of the City. Criteria on which each proposal will be evaluated include the following:

- Ability to perform the requested services;
- Agreement to points outlined in this RFP;
- Cost of banking services;
- Rates paid on interest bearing accounts;
- Ability to provide sufficient collateralization; and
- Completeness of the proposal.

F. TERMS AND CONDITIONS

This RFP and all supporting documents shall serve as the agreement between the City and the Bank upon award by the City Council.

The agreement period will be three (3) years beginning April 1, 2015, and ending March 31, 2018, or thereafter if the original agreement has been extended (as previously stated) or until a successor bank has been selected.

Should the Bank fail, close or be forced into reorganization during the term of the agreement, the City reserves the right to cancel the agreement and seek new proposals for the City's depository services.

The agreement may be terminated by either party upon ninety (90) days written notice.

II. BANKING SERVICES

A. DESCRIPTION OF SYSTEM

The City of Belton operates two (2) primary checking accounts and one (1) secondary checking account. The monthly average collected balance for all City accounts during the last six months of the City's fiscal year 2014 was \$13,340,487. The City reserves the right to open or close any number of accounts through the term of the contract. A description of the two (2) primary accounts follows:

- Consolidated Cash: This account is the City's general operating account. All of the City's operating revenues and disbursements are transacted through this account. Funds are deposited into this account on a daily basis. Approximately 320 checks per month are disbursed from this account.

- **Payroll:** All City employees are paid from this account. Approximately 165 payroll checks/direct deposit transfers are made from this account on a bi-weekly basis.
- **Other Accounts:**
 - **Employee Benefits Trust:** This account is used to pay for employee benefits. Approximately four ACH items will be disbursed from this fund monthly.
 - The City utilizes a secondary checking account for a significant portion of its idle cash when depository bank interest rates provide a better return than investment pools.

The remainder of idle cash is invested in TexPool and TexStar, investment pools comprised of statewide local government entities. The City initiates approximately one ACH transfer to or from TexPool each month.

B. SERVICES REQUIRED

1. Deposit Services: The Bank shall possess the capability to process promptly and efficiently, an estimated monthly average of 275 deposits comprised of 4,200 items, primarily checks and drafts from customers.

2. Disbursement Services: The Bank shall possess the ability to process a monthly average of 375 disbursement checks for payable and payroll applications through two bank accounts.

3. Utility Customer Drafts: At present, 943 customers utilize bank drafts for payment of their City utility services. These drafts are made on a semi-monthly basis (approximately 312 on the 10th of each month and 631 on the 25th of each month). The drafts are made via ACH transfers from numerous financial institutions. A paperless method for generating these transactions is required.

4. Employee Payroll Direct Deposit: Currently, 149 employees request direct deposit of their bi-weekly pay. These deposits are made via ACH transfers to numerous financial institutions. A paperless method for generating these transactions is required.

5. Stop Payments: All stop payments should be permanent and not require renewals. A paperless method for generating stop payment requests is preferred. If not available, the City will require stop payment issuance and confirmation upon receipt of written request.

6. Returns and Chargebacks: Unless directed otherwise, the Bank will automatically redeposit return items a second time. Items returned a second time will be charged to the City's consolidated cash account and returned promptly to the City's Finance Department.

7. Wire Transfers: The Bank must have the ability to initiate and receive wire transfers through the Federal Reserve System.

8. Monthly Statements: The cut-off date for bank statement purposes for all City accounts will be the last day of each month. Statements, including copies of all cancelled documents, will be made available to the City Finance department within five (5) working days following the cut-off.

9. Account Analysis: The City requires a monthly account analysis in summary form. Since the City will consider the summary as an invoice, it must provide a comprehensive, detailed recap of services provided.

10. City Employee Payroll Checks: City employees will be permitted to cash City payroll checks at the Bank's offices without charge, including those who do not maintain an account with the Bank.

11. Investments: The City considers investment activities separate and apart from this proposal.

12. Overdrafts: The City does not intend to have a net overdraft position throughout the course of the agreement. Overdraft as used herein shall mean that the City does not have a compensating balance in other City funds or accounts in Bank equaling or exceeding overdrafts in a City account. The amount of an overdraft shall be determined by adding all of the City's deposits in the Bank at the close of business each day.

13. Interest Rates: Checking accounts will be interest bearing, unless otherwise specified. Please indicate the rate and method of computing the interest earnings.

14. Deposit Bags: The City will require the use of commercial locking deposit bags and regular deposit bags during the term of the agreement.

15. Supply Items: The City will provide its own consolidated cash and payroll check supplies. The City will require non-computer check supplies for any other accounts and deposit slips for all accounts. Additionally, the City will require supplies of coin wrappers and money straps.

16. Payroll Taxes: The Bank shall provide an electronic means for transmitting Federal payroll taxes.

17. State Criminal Costs and Fees: The Bank shall provide an electronic means for transmitting state criminal costs and fees.

18. Ambulance Payment Bank Drafts: The City currently has two (2) customers that utilize ACH bank drafts for monthly ambulance payments from various financial institutions. A paperless method for generating these transactions is required.

19. On-Line Banking: The availability of on-line banking is required.

20. Positive Pay: The Bank shall provide an electronic means for uploading check data and verifying the authenticity of City checks presented for payments.

21. Other Services: These services include change orders, strapping of currency, and rolling of coins.

C. COLLATERAL REQUIREMENTS

In accordance with State statutes and the City's investment policy, the City requires all funds held by financial institutions above the Federal Deposit Insurance Corporation insurance limits, to be collateralized with securities whose market value is pledged at 102% of par by that institution with a third-party custodial bank. This is to ensure collateral coverage.

Any 'Eligible Securities' as defined by PFCA sec. 2257.002 (4) are acceptable for collateralization purposes. However, the City prefers collateral to be kept in the form of:

- > Obligations of the United States or its agencies and instrumentalities;
- > Direct obligations of the State of Texas or its agencies and instrumentalities;
- > Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent with a remaining maturity of ten (10) years or less;
- > A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A;
- > A letter of credit issued to the City by the Federal Home Loan Bank

The Bank is required to pledge the collateral on or before the time the City funds are deposited with the Bank. The Bank must be the true and legal owner of all securities that will be pledged to the City. Pledged securities will be maintained in an account by a third party for safekeeping, and the securities shall be noted as being pledged to the City.

Any substitutions of the securities pledged or reductions in the total amount pledged shall be made only by and with the proper written authorization, approved by the Finance Director or his designee.

The Bank shall provide the City with a report of securities pledged at the end of each month or at any time requested by the Finance Director or his designee. This report shall indicate securities by name, type, description, cusip number, par value, market value at month end, and maturity date.

The third party custodian of the collateral shall provide the City with a report of securities pledged at the end of each month. This report shall indicate securities by

name, type, description, cusip number, par value, market value at month end, and maturity date.

All collateral shall be subject to inspection and audit by the Finance Director, his designee, or the City's independent auditors.

III. PROPOSAL FORMAT

Proposals should be submitted containing the following sections:

A. COVER SHEET

This section should contain the name and address of the proposing Bank, the contact individuals authorized to answer technical, price, and/or contract questions together with their telephone numbers. The cover letter must be signed by a person authorized to bind the Bank.

*First State Bank Central Texas
2855 North Main Street
Belton, Texas 76513*

*Primary Contact: Faron Phinney, President Belton
933-9593
faronp@fsbcentex.com*

*Contract Questions: Randy Dozeman, SVP/CFO
771-5862
randyd@fsbcentex.com*

B. COST OF SERVICES FORM

All charges for the depository contract must be included on the forms provided. If the Bank uses a compensating balance formula, a description of the methodology should be attached. The volumes indicated on this form are estimates.

If a service requirement cannot be met by the Bank, then "No Proposal" should be entered on the form for that specific requirement. An alternate proposal may be made by the Bank.

Monthly Account Services:

<u>Item</u>	<u>Average Monthly Volume</u>	<u>Unit Price</u>	<u>Est Monthly Charge</u>
<i>General Account Services:</i>			
<i>Accounts</i>	<i>4 (a)</i>		
<i>Debits Posted</i>	<i>375</i>		
<i>Credits Posted</i>	<i>275</i>		
<i>Depository Services:</i>			
<i>On-Us Items Deposited</i>	<i>200 (c)</i>		
<i>Items Deposited</i>	<i>4,200</i>		
<i>NSF Checks</i>	<i>1 (b)</i>		
<i>Returned Items</i>	<i>10</i>		
<i>ACH Transmissions</i>	<i>13</i>		
<i>ACH Origination Items</i>	<i>1,092</i>		
<i>ACH Returned Items</i>	<i>5 (c)</i>		
<i>Outgoing Domestic Wire</i>	<i>1 (b)</i>		

<u>Item</u>	<u>Average Monthly Volume</u>	<u>Unit Price</u>	<u>Est Monthly Charge</u>
Incoming Domestic Wire	1 (b)		
Telephone Transfer	1 (b)		
 Vault Services:			
Strapped Currency	6		
Rolled Coins	37		
 Other Services:			
Stop Payment Orders	1 (b)		

The Bank proposes to offer the above depository service fees at no charge.

- (a) Current number of accounts.
- (b) Assumes one (1) for comparison purposes
- (c) Estimated

Other Items:

<u>Item</u>	<u>Quantity</u>	<u>Cost</u>
Locking Deposit Bags	6	none
Safe Deposit Box	2	none
Check Supplies (Non-Computer)	As Needed	Bank cost
Deposit Slips	As Needed	none
Currency Straps	As Needed	none
Coin Wrappers	As Needed	none

Interest Rates:

The Bank will pay interest on collected demand deposit account balances. The rate paid will be equal to the average bond equivalent yield of the 91 day T-Bill auctions for the previous month less 1.50%, adjusted the first business day of each month. The minimum calculated rate during the term of the contract will be 0.20%. The rate calculated for the month of February 2015 was 0.20%. Interest is accrued daily based on 365/actual basis and paid on the last day of each month.

Other Services:

The Bank will provide ACH origination services for utility bank drafts, payroll direct deposits and other as required at no cost. The City can submit NACHA formatted files to the Bank for processing through secured internet connections. Files are to be delivered before 3:00p of the business day prior to settlement.

The Bank will provide automated delivery of account information through its internet based service, NetTeller Advantage at no cost. The service provides for account balance and transaction inquiries, statement retrieval, transfers between accounts, initiation of stop payment orders and wire transfer requests. Security for the service is designed to define account access to be restricted at the user level, allowing the City to control information and transactions to appropriate end-users.

The Bank will provide positive pay services at no cost. Check files can be uploaded through NetTeller Advantage. Daily exceptions will be communicated to a designated person at the City for pay/return decisions.

C. REFERENCES

Indicate the Bank's background in providing banking services to public organizations. Provide a list of client references, including client name, contact persons, and phone

numbers. This section needs no response if the Bank is currently serving as the depository for the City.

First State Bank Central Texas serves as depository for several area public fund units including municipalities, school districts, and special purpose organizations. Additionally, the Bank has provided credit services on occasion to public fund units as well. The following references have been selected from the immediate Bell County area.

The Bank currently serves as depository for the City of Belton

D. FINANCIAL STATEMENTS

The bank should submit a copy of its financial statements, including the auditor's opinion thereon, for the most recent fiscal year.

The December 31, 2014 audited statement has not yet been issued. Attached please find the 2013 audited statements and 2014 unaudited report (Attachment A).

E. ADDITIONAL DATA/INFORMATION

Give any additional data/information considered essential to the proposal. Alternative proposals which you feel may benefit the parties may also be submitted. If there is no additional information to present, so state.

The Bank will provide the City an investment account (Money Market Savings) that provides for short term investment of excess funds. The account is limited to six withdrawals per month and will pay interest at a rate equal to the average 91 day T-Bill auction yield for the prior month less 1.25% adjusted the first day of each month, with a minimum rate of 0.20%. The rate that would have been paid for February 2015 is 0.20%.

F. SAMPLE REPORTS

Provide samples of reports, such as monthly analysis statement, bank statement, and collateral report.

Attachment B

(A) Bank Statement

(B) Pledged Collateral Report

(C) Treasury Management Agreement (NetTeller Advantage and ACH Origination)

Staff Report – City Council Agenda Item



Agenda Item #7

Consider reaffirming the Fund Balance Policy for the City of Belton.

Originating Department

Finance – Brandon Bozon, Director of Finance

Summary Information

Governmental Accounting Standards Board (GASB) Statement 54 redefined the meaning of fund balance, and established categories within the meaning of fund balance. While staff, with the help of our outside auditors, has categorized the City's fund balances into these various categories, Government Finance Officers Association (GFOA) and GASB recommend the adoption of a formal policy by the governing body. Historically, it was the City's practice to maintain minimum reserve levels of available (now called unassigned) fund balances, and in 2014, the Fund Balance policy was adopted to formalize that practice.

This policy addresses only the budgeted funds that are not by their nature restricted funds: The General Fund, Water & Sewer Fund, and the Drainage Fund. Three of the remaining four budgeted funds are by their nature classified as restricted funds:

- Debt Service Fund – taxes pledged for bonded debt
- TIRZ Fund – use of funds restricted by State law
- Hotel/Motel Fund – use of funds restricted by State law

While the Economic Development Fund balance is classified under GASB 54 as unrestricted, the use of those funds is limited by State law.

The last update to this policy, done in 2015, was to clarify that that the minimum reserve includes 100% of the annual debt service for any fund-supported debt in addition to 25% of the annual operating expenditures. This had been the City's practice, but was not explicitly stated in the current policy.

Up through the 2017 budget cycle, the City calculated a minimum fund balance for the Hotel-Motel Fund and BEDC Fund for display in the budget book. This has been the City's practice, but not explicitly called for in the Fund Balance Policy. Since these funds call for very little in the way of ongoing operating expenditures, this calculation will no longer be shown unless otherwise directed by the BEDC Board or City Council.

There are no proposed revisions to the policy for 2018. This policy should continue to be periodically reviewed, and revised and updated by Council as appropriate and necessary.

Recommendation

Recommend reaffirmation of the Fund Balance Policy for the City of Belton.

Attachments

Fund Balance Policy

City of Belton, Texas

Fund Balance Policy

A. PURPOSE:

The purpose of this policy is to establish a key element of the financial stability of the City by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the City's general operations.

B. DEFINITIONS:

Fund Equity – A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. These are classified into five categories:

- 1) **Nonspendable fund balance** – includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory and prepaid items.
- 2) **Restricted fund balance** – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include TIRZ, Debt Service, and bond funds.
- 3) **Committed fund balance** – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally. Examples include grant matches and special revenue funds not in the restricted category.
- 4) **Assigned fund balance** – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. Examples include civil service sick pay and non-bond capital project funds.
- 5) **Unassigned fund balance** – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

C. POLICY:

Committed Fund Balance

- The City Council is the City's highest level of decision-making authority. The formal action that is required to establish, modify, or rescind a fund balance commitment is an ordinance approved by the City Council, including budget ordinances. The action to constrain amounts in such a manner must occur prior to the last day of the fiscal year for which the commitment is made; however, the amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

- The City Council has authorized the City Manager as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

Appropriate Size of Fund Balance

It is the goal of the City to achieve and maintain an unassigned fund balance in the General Fund, the Water & Sewer Fund, and the Drainage Fund equal to 25% of expenditures plus the annual debt service for any fund-supported borrowing from external creditors for the fiscal year. If unassigned fund balance falls below the goal or has a deficiency, the City will implement the following budget strategies until fund balance has been replenished to an acceptable level:

- Reduction of expenditures to minimum levels including, but not limited to:
 - Reduction in discretionary spending.
 - Implementation of a hiring freeze for non-essential positions.
- Increase revenues or pursue other funding sources.
- Or a combination of these two strategies.

Utilizing Unassigned Fund Balance

Unassigned fund balances may be used to meet capital needs, offset difficult economic times, stabilize fluctuations in cash flow requirements, and provide for emergency situations. Fund balance may be used for contingencies until the balance is nearing its minimum level. The City will adjust its expenditure level to incorporate any new economic reality that creates the need for use of fund balance as bridge financing. Authorization for utilizing fund balance is made by the City Council during the annual budget process or through amendment of the budget.

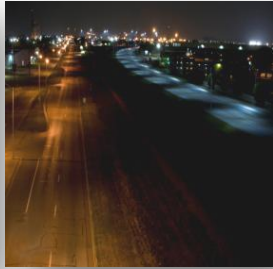
Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

Adoption Date: March 25, 2014

Affirmed: April 10, 2018

LED Streetlight Overview



February 2018

WE DELIVER.



Agenda

New Lighting Tariff

LED Streetlights:

- Available Options
- Maintenance Agreement
- Serve New Impact
- Proactive Conversions



New Lighting Tariff

Highlights

Mercury Vapor (Closed)

- Closed to new installs
- Lights being phased out due to EP Act of 2005

Metal Halide (Closed)

- Closed to new installs
- LED fixtures now offer comparable aesthetics (white light)

High Pressure Sodium (Open)

- Available for new installs & maintenance

LED (Open)

- Available beginning April 1, 2018
- See flyer for options and pricing

Considerations

Streetlight Maintenance

Maintenance Agreement Form:

- Immediately begin replacing non-working fixtures with LED fixtures
- Cost is included in monthly rate
- Once LED is installed, new monthly charges will go into effect



Considerations

Maintenance Replacements

Monthly Billing Impact at \$0.05 kwh

	Schedule A				
	HPS		LED		Tariff Impact
	Wattage	Total	Wattage	Total	Per Light
Cobra Head	100	\$ 12.62	0 - 55	\$ 12.62	0.00
	150	\$ 14.69	56 - 100	\$ 13.77	(0.92)
	200	\$ 15.32	101 - 140	\$ 15.35	0.03
	250	\$ 16.55	141 - 180	\$ 16.46	(0.09)
	400	\$ 20.98	181 - 265	\$ 19.87	(1.11)
	1000	\$ 33.98	181 - 265	\$ 19.87	(14.11)
Rectangular	100	\$ 12.62	0 - 55	\$ 26.66	14.04
	150	\$ 14.69	56 - 100	\$ 28.28	13.59
	200	\$ 15.32	101 - 140	\$ 30.36	15.04
	250	\$ 20.23	101 - 140	\$ 30.36	10.13
Post Top	100	\$ 12.62	0 - 55	\$ 15.09	2.47
	150	\$ 14.69	56 - 100	\$ 16.24	1.55
Historical	100	\$ 12.62	0 - 55	\$ 30.21	17.59
	150	\$ 14.69	56 - 100	\$ 32.17	17.48

Considerations

Maintenance Replacements

Monthly Billing Impact at \$0.06 kwh

	Schedule A				
	HPS		LED		Tariff Impact
	Wattage	Total	Wattage	Total	Per Light
Cobra Head	100	\$ 13.02	0 - 55	\$ 12.77	(0.25)
	150	\$ 15.39	56 - 100	\$ 14.07	(1.32)
	200	\$ 16.12	101 - 140	\$ 15.80	(0.32)
	250	\$ 17.55	141 - 180	\$ 17.01	(0.54)
	400	\$ 22.58	181 - 265	\$ 20.67	(1.91)
	1000	\$ 37.73	181 - 265	\$ 20.67	(17.06)
Rectangular	100	\$ 13.02	0 - 55	\$ 26.81	13.79
	150	\$ 15.39	56 - 100	\$ 28.58	13.19
	200	\$ 16.12	101 - 140	\$ 30.81	14.69
	250	\$ 21.23	101 - 140	\$ 30.81	9.58
Post Top	100	\$ 13.02	0 - 55	\$ 15.24	2.22
	150	\$ 15.39	56 - 100	\$ 16.54	1.15
Historical	100	\$ 13.02	0 - 55	\$ 30.36	17.34
	150	\$ 15.39	56 - 100	\$ 32.47	17.08

Considerations

Maintenance Replacements

Monthly Billing Impact at \$0.07 kwh

Schedule A					
	HPS		LED		Tariff Impact
	Wattage	Total	Wattage	Total	Per Light
Cobra Head	100	\$ 13.42	0 - 55	\$ 12.92	(0.50)
	150	\$ 16.09	56 - 100	\$ 14.37	(1.72)
	200	\$ 16.92	101 - 140	\$ 16.25	(0.67)
	250	\$ 18.55	141 - 180	\$ 17.56	(0.99)
	400	\$ 24.18	181 - 265	\$ 21.47	(2.71)
	1000	\$ 41.48	181 - 265	\$ 21.47	(20.01)
Rectangular	100	\$ 13.42	0 - 55	\$ 26.96	13.54
	150	\$ 16.09	56 - 100	\$ 28.88	12.79
	200	\$ 16.92	101 - 140	\$ 31.26	14.34
	250	\$ 22.23	101 - 140	\$ 31.26	9.03
Post Top	100	\$ 13.42	0 - 55	\$ 15.39	1.97
	150	\$ 16.09	56 - 100	\$ 16.84	0.75
Historical	100	\$ 13.42	0 - 55	\$ 30.51	17.09
	150	\$ 16.09	56 - 100	\$ 32.77	16.68

Considerations

Serve New

- Normal WR Process
- HPS & LED Only
- Metal Halide & Mercury Vapor ****CLOSED****



Considerations

Proactive Conversions

- **Replacement of fully functional fixtures with LED fixtures**
- **Conversion fee applicable**
 - Removal costs + unamortized investment based on vintage year
- **Limited Availability**
 - See tariff
 - A follow up meeting will be scheduled to further discuss proactive conversions in more detail at a later date



Energy Cost 0.03684 per kWh

Cobra Head	HPS					LED					Difference		Monthly	Annual
	Wattage	kWh	Oncor Tariff	Energy Cost	Total Cost	Wattage	kWh	Oncor Tariff	Energy Cost	Total Cost	Monthly	Count	Cost	Cost
	100	40	\$ 10.62	\$ 1.47	\$ 12.09	0-55	15	\$ 11.87	\$ 0.55	\$ 12.42	\$ 0.33	673	\$ 221.42	\$ 2,657.00
	150	70	11.19	\$ 2.58	\$ 13.77	56-100	30	12.27	\$ 1.11	\$ 13.38	\$ (0.39)	115	\$ (45.26)	\$ (543.17)
	200	80	11.32	\$ 2.95	\$ 14.27	101-140	45	13.1	\$ 1.66	\$ 14.76	\$ 0.49	8	\$ 3.92	\$ 47.10
	250	100	11.55	\$ 3.68	\$ 15.23	141-180	55	13.71	\$ 2.03	\$ 15.74	\$ 0.50	117	\$ 58.76	\$ 705.09
	400	160	12.98	\$ 5.89	\$ 18.87	181-265	80	15.87	\$ 2.95	\$ 18.82	\$ (0.06)	6	\$ (0.34)	\$ (4.12)
												919	\$ 238.49	\$ 2,861.90

Post top	HPS					LED					Difference	Monthly	Annual	
	Wattage	kWh	Oncor Tariff	Energy Cost	Total Cost	Wattage	kWh	Oncor Tariff	Energy Cost	Total Cost	Monthly	Count	Cost	Cost
	100	40	\$ 10.62	\$ 1.47	\$ 12.09	0-55	15	\$ 14.34	\$ 0.55	\$ 14.89	\$ 2.80	331	\$ 926.47	\$ 11,117.63

Historical	HPS					LED					Difference		Monthly	Annual	
	Wattage	kWh	Oncor Tariff	Energy Cost	Total Cost	Wattage	kWh	Oncor Tariff	Energy Cost	Total Cost	Monthly	Count	Cost	Cost	
	100	40	\$ 10.62	\$ 1.47	\$ 12.09	0-55	15	\$ 29.46	\$ 0.55	\$ 30.01	\$ 17.92	164	\$ 2,938.72	\$ 35,264.59	
	150	70	11.19	\$ 2.58	\$ 13.77	56-100	30	30.67	\$ 1.11	\$ 31.78	\$ 18.01	28	\$ 504.18	\$ 6,050.15	
													192	\$ 3,442.90	\$ 41,314.74