

## CITY OF BELTON

City Council Meeting Agenda Tuesday, April 24, 2018 - 5:30 p.m. Wright Room, Harris Community Center 401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led Director of Planning Cheryl Maxwell.

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

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

Invocation. The Invocation will be given by Alton McCallum, Belton Police Chaplain.

- 1. Call to order.
- 2. Public Comments.

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

3. Proclamation – National Nurses' Week – May 6-12, 2018

## 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.

City Council Meeting Agenda April 24, 2018 Page 1 of 2

- 4. Consider the minutes of the April 10, 2018, City Council Meeting.
- 5. Consider a resolution denying Oncor's application for approval of a Distribution Cost Recovery Factor to increase distribution rates within the City.

## **Planning & Zoning**

- 6. Hold a public hearing and consider a zoning change from Agricultural to Retail District on approximately 0.9 acre comprising lots 0009, 0008, 0007, and 0006, Block 2 of Belton Lake Estates at 3286, 3292, 3298, and 3304 Lake Road, located on the north side of Lake Road (FM439), east of Lake Ridge Drive.
- 7. Consider a preliminary plat of South Wall Estates, comprising 6.749 acres located on the west side of S. Wall Street, generally north of E. Loop 121 and east of IH 35, in the vicinity of Colette Court.
- 8. Consider a Final Plat of Indian Ridge at Messer Ranch, Amending Plat #1, comprising 1.144 acres, being an amending replat of Lot 17, Indian Ridge at Messer Ranch, and a 0.084 acre tract, located on the northwest side of Indian Ridge Road, south of Paddy Hamilton Road, in Belton's ETJ.

## **Miscellaneous**

- Hold a public hearing and consider approval of an ordinance on second and final reading granting an extension to the commercial solid waste collection franchise with Sunbright Disposal Services.
- 10. Hold a public hearing on the revised Design Manual regarding the City's requirements, guidelines and standards for public infrastructure.

## **Work Session**

- 11. Conduct a work session to discuss the City's cost share for right-of-way acquisition and utility relocation for TxDOT's Loop 121 Expansion project, from FM439 to IH-35.
- 12. Conduct a work session on the Central Avenue Bridge Replacement Project between Pearl and Davis Streets.

### **Executive Session**

13. 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. Proclamation - National Nurses' Week - May 6-12, 2018

Patricia Phelps of TNA District 7 will be present to receive the proclamation.

## **Consent Agenda**

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4. Consider the minutes of the April 10, 2018, City Council Meeting.

A copy of the minutes is attached. Recommend approval.

5. Consider a resolution denying Oncor's application for approval of a Distribution Cost Recovery Factor to increase distribution rates within the City.

See Staff Report from Director of Finance Brandon Bozon. Recommend adoption of the resolution denying Oncor's application.

## Planning & Zoning

6. Hold a public hearing and consider a zoning change from Agricultural to Retail District on approximately 0.9 acre comprising lots 0009, 0008, 0007, and 0006, Block 2 of Belton Lake Estates at 3286, 3292, 3298, and 3304 Lake Road, located on the north side of Lake Road (FM439), east of Lake Ridge Drive.

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on April 17, 2018, the Planning and Zoning Commission unanimously recommended approval, and Staff concurs.

7. Consider a preliminary plat of South Wall Estates, comprising 6.749 acres located on the west side of S. Wall Street, generally north of E. Loop 121 and east of IH 35, in the vicinity of Colette Court.

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on April 17, 2018, the Planning and Zoning Commission unanimously recommended approval, and Staff concurs.

8. Consider a Final Plat of Indian Ridge at Messer Ranch, Amending Plat #1, comprising 1.144 acres, being an amending replat of Lot 17, Indian Ridge at Messer Ranch, and a 0.084 acre tract, located on the northwest side of Indian Ridge Road, south of Paddy Hamilton Road, in Belton's ETJ.

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on April 17, 2018, the Planning and Zoning Commission unanimously recommended approval, and Staff concurs.

## **Miscellaneous**

9. Hold a public hearing and consider approval of an ordinance on second and final reading granting an extension to the commercial solid waste collection franchise with Sunbright Disposal Services.

See Staff Report from City Clerk Amy Casey. Recommend holding the public hearing and adopting the ordinance on second and final reading.

10. <u>Hold a public hearing on the revised Design Manual regarding the City's</u> requirements, guidelines and standards for public infrastructure.

See Staff Report from Director of Public Works Angellia Points. At its meeting on April 17, 2018, the Planning and Zoning Commission unanimously recommended approval of the revised Design Manual. Recommend holding the public hearing as advertised. Action to consider an ordinance to adopt the revised Design Manual is scheduled at the May 8, 2018, Council meeting.

## **Work Session**

11. Conduct a work session to discuss the City's cost share for right-of-way acquisition and utility relocation for TxDOT's Loop 121 Expansion project, from FM439 to IH-35.

Please see attached letter and proposal Agreement from TxDOT. The project cost estimate is \$8,483,385. Belton's 10% cost share for ROW acquisition and utility relocation, is \$848,338.50. A currently unknown cost is the cost to relocate a 14-inch water line that may conflict with the Loop 121 widening. This cost will be 100% the City's, but we will not know that number until the completion of 30% design plans.

12. Conduct a work session on the Central Avenue Bridge Replacement Project between Pearl and Davis Streets.

Please see attached letter and proposed Agreement from TxDOT. The project cost estimate is \$1,292,000. Belton's cost share is \$167,934, and we have been approved for matching work on a City drainage project in lieu of cash. The Mesquite Road Drainage project, currently in design, has been accepted by TxDOT and will likely exceed this required match amount. Action to approve will be scheduled for a future meeting.

## **Executive Session**

13. 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.

- WHEREAS, registered nurses in the United States constitute our nation's largest health care profession;
- WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and
- WHEREAS, the American Nurses Association, as the voice for registered nurses in this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care; and
- WHEREAS, a renewed emphasis on primary and preventive health care will require better utilization of all of our nation's registered nursing resources; and
- WHEREAS, professional nursing has been demonstrated to be an indispensable component of the safety and quality of care of hospitalized patients; and
- WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and
- WHEREAS, more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community; and
- WHEREAS, the cost-effective, safe, and high-quality health care services provided by registered nurses will be an increasingly important component of the U.S. health care delivery system in the future.
- NOW THEREFORE, I, MARION GRAYSON, Mayor of the City of Belton, Texas, do hereby proclaim May 6-12, 2018, as

## "National Nurses Week"

with the theme "Nurses inspire, innovate, influence," in celebration of the ways in which registered nurses advocate for high-quality patient care and to map out the way to improve our health care system. I encourage all citizens of Belton, Texas, to join me in honoring the registered nurses who care for all of us.

IN WITNESS THEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 24th day of April, 2018.

arioi	i Grayson, Mayor	
TTES	ST:	

## Belton City Council Meeting April 10, 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 Dan Kirkley, Paul Sanderford, Guy O'Banion and John R. Holmes, Sr. Councilmember David K. Leigh was absent. 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, Charlotte Walker and Cheryl Maxwell.

The Pledge of Allegiance to the U.S. Flag was led by Director of Finance Brandon Bozon, the Pledge of Allegiance to the Texas Flag was led by Councilmember Dan Kirkley, and the Invocation was given by Dr. Shawn Shannon, Director of Baptist Student Ministries at the University of Mary Hardin-Baylor.

- 1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:33 p.m.
- 2. **Public Comments.** There were none.

## 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. (Bill Holmes, Blair Williams, Bry Ewan, Chuck Douglas, Danny Dossman, Andy Crowson and Joe Pirtle were reappointed.)
- 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. <u>Consider a 2-year extension of the depository agreement with BancorpSouth</u> Bank as successor by merger to First State Bank Central Texas.

Councilmember John R. Holmes, Sr., asked if the Texas Dormitory Finance Authority Board has had any activity within the last few years. Councilmember Kirkley said that the board only meets when there is an issue to discuss. He added that he used to be on this board, and it only met once in the three years he served.

Upon a motion by Councilmember Dan Kirkley, and a second by Councilmember Guy O'Banion, the Consent Agenda including the following captioned ordinance was unanimously approved by a vote of 6-0.

### **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.

## Finance Items

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

Director of Finance Brandon Bozon explained the purpose of the Fund Balance Policy:

- 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.
- City should maintain adequate levels of unassigned fund balance to mitigate financial risk from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.
- The fund balance also provides cash flow liquidity for the City's general operations.

Bozon said the unassigned fund balance is a residual classification of the general fund and includes all amounts not contained in other classifications. He added that unassigned amounts are technically available for any purpose. The term 'unassigned fund balance' is not used in Enterprise Funds. Instead, Mr. Bozon stated that the City utilizes working capital for evaluation of unassigned fund balance.

Mr. Bozon explained that 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. A target of 25% plus the debt service is set to ensure the City can remain operational and meet credit obligations in the event of a downturn in the economy or a disaster.

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 according to Mr. Bozon.

- 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.
- Implement a combination of these two strategies.

Mr. Bozon said that 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 also be used for contingencies

until the balance is nearing its minimum level. Authorization for utilizing fund balance is made by the City Council during the annual budget process or through amendment of the budget.

Fund balances as of October 1, 2017, are:

•	General	Fund

-	Contorair and	
	<ul><li>Unassigned Fund Balance</li></ul>	\$5,037,278
	<ul><li>In Excess of Minimum</li></ul>	\$1,817,093
•	Water & Sewer Fund	
	<ul><li>Unassigned Fund Balance</li></ul>	\$5,501,614
	<ul><li>In Excess of Minimum</li></ul>	\$2,749,574
•	Drainage Fund	
	<ul><li>Unassigned Fund Balance</li></ul>	\$258,157
	<ul><li>In Excess of Minimum</li></ul>	\$167,217

There are no proposed revisions to the policy for 2018.

Councilmember Holmes asked if Mr. Bozon could discuss the Debt Service fund balance guidelines. Mr. Bozon said that the debt service fund balance has been used to manage the City's debt by using fund balance to pay the debt without raising the tax rate. Mr. Bozon said that there is no requirement for a minimum fund balance in the Debt Service Fund. Mr. Holmes said, "Since we have control over the debt service rate, I hate for there to be much of a balance in the Debt Service fund balance."

Upon a motion by Councilmember Holmes, and a second by Mayor Pro Tem Craig Pearson, the Fund Balance Policy was reaffirmed upon a vote of 6-0.

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

City Manager Sam Listi introduced Casey Simpson of Oncor who made a presentation on Street Lighting Options (see Exhibit "A").

He asked the Council for input on what type of lights they would like to see installed when Oncor is replacing lights that have failed. Mayor Grayson asked for the Staff recommendation. Director of Public Works Angellia Points replied, "I would recommend the high pressure sodium at this point. It would be very expensive to go with the LEDs."

Councilmember Holmes asked what the longevity is for each type of light. Mr. Simpson said LEDs tend have a longer life than Sodium Vapor. He added that Oncor is neutral on what type of light is selected by the City. Mr. Simpson explained that going forward, the only option in post top and historical type light fixtures is LED.

### Belton City Council Meeting April 10, 2018 – Page 4

Director of Finance Brandon Bozon provided the Council with cost data as shown in Exhibit "B." Mr. Bozon added changing the cobras to LED would not be a huge cost delta, but Staff would not recommend changing out the post top and historical type lights at this time.

Councilmember O'Banion asked, "Isn't that what we have the most of?" City Manager Sam Listi replied that the City has 919 of the cobra type fixtures. Mr. O'Banion said everything is moving toward LED. Mrs. Points said that Council could request that only Cobra type lights be changed out to LED. Mr. O'Banion said he would be interested in that scenario because it would be more cost efficient.

Councilmember Holmes asked if there was an option for color on the LED. Mr. Simpson said no, there really wasn't in the lower Kelvin ranges.

Mr. Simpson said the industry is moving toward LED, and they estimate that all lights will be LED within 5-10 years.

No action was required of the Council on this item.

## **Executive Session**

At 5:56 p.m., the Mayor announced the Council would go into Executive Session for the following item:

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 Mayor reopened the meeting at 6:36 p.m., and there being no further business, the meeting was adjourned.

ATTEST:	Marion Grayson, Mayor
Amy M. Casey, City Clerk	

## EXHIBIT "A"



WE DELIVER.







**LED Streetlight Overview** 



February 2018

## 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	e A	
	Н	HPS	ב	LED	Tariff Impact
	Wattage	Total	Wattage	Total	Per Light
	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
Cobia nead	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)
	100	\$ 12.62	0 - 55	\$ 26.66	14.04
200000000000000000000000000000000000000	150	\$ 14.69	56 - 100	\$ 28.28	13.59
Reciailigulai	200	\$ 15.32	101 - 140	\$ 30.36	15.04
	250	\$ 20.23	101 - 140	\$ 30.36	10.13
Doot Tob	100	\$ 12.62	0 - 55	\$ 15.09	2.47
rust Iup	150	\$ 14.69	56 - 100	\$ 16.24	1.55
100:201	100	\$ 12.62	0 - 55	\$ 30.21	17.59
HISTOIICAL	150	\$ 14.69	56 - 100	\$ 32.17	17.48



# **Considerations**Maintenance Replacements

# Monthly Billing Impact at \$0.06 kwh

			Schedule A	e A	
	Ħ	HPS	T	LED	Tariff Impact
	Wattage	Total	Wattage	Total	Per Light
	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)
Cobia nead	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)
	100	\$ 13.02	0 - 55	\$ 26.81	13.79
, O C	150	\$ 15.39	56 - 100	\$ 28.58	13.19
Reclangular	200	\$ 16.12	101 - 140	\$ 30.81	14.69
	250	\$ 21.23	101 - 140	\$ 30.81	9.58
Doot Ton	100	\$ 13.02	0 - 55	\$ 15.24	2.22
rost top	150	\$ 15.39	56 - 100	\$ 16.54	1.15
	100	\$ 13.02	0 - 55	\$ 30.36	17.34
nistorical	150	\$ 15.39	56 - 100	\$ 32.47	17.08



# **Considerations**Maintenance Replacements

# Monthly Billing Impact at \$0.07 kwh

			Schedule A	e A	
	Ī	HPS	<b>1</b> 7	LED	Tariff Impact
	Wattage	Total	Wattage	Total	Per Light
	100	\$ 13.42	95 - 0	\$ 12.92	(0.50)
	150	\$ 16.09	26 - 100	\$ 14.37	(1.72)
	200	\$ 16.92	101 - 140	\$ 16.25	(0.67)
Cobia nead	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)
	100	\$ 13.42	95 - 0	\$ 26.96	13.54
	150	\$ 16.09	56 - 100	\$ 28.88	12.79
Reciangulai	200	\$ 16.92	101 - 140	\$ 31.26	14.34
	250	\$ 22.23	101 - 140	\$ 31.26	9.03
Doot Too	100	\$ 13.42	95 - 0	\$ 15.39	1.97
rost Iop	150	\$ 16.09	56 - 100	\$ 16.84	0.75
	100	\$ 13.42	0 - 55	\$ 30.51	17.09
HISTOLICAL	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

			HPS								LED					Differer	ice		Monthly	Annual
	Wattage	kWh	Oncor Tar	iff I	Energy Cost	To	tal Cost	Wattage	kWh	Oncor Ta	ariff	Ene	ergy Cost	То	tal Cost	Month	ly	Count	Cost	Cost
1 [	100	40	\$ 10.6	52 \$	5 1.47	\$	12.09	0-55	15	\$ 11	1.87	\$	0.55	\$	12.42	\$ 0.	33	673 \$	221.42	\$ 2,657.00
Cobra Head	150	70	11.	19 \$	2.58	\$	13.77	56-100	30	1	2.27	\$	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	1	3.71	\$	2.03	\$	15.74	\$ 0.	50	117 \$	58.76	\$ 705.09
	400	160	12.	98 \$	5.89	\$	18.87	181-265	80	1	5.87	\$	2.95	\$	18.82	\$ (0	06)	6 \$	(0.34)	\$ (4.12)
																		919 \$	238.49	\$ 2,861.90

			H	HPS					LEC	)			Differer	ce	Monthly	Annual
Post top	Wattage	kWh	Oncor	r Tariff	<b>Energy Cost</b>	<b>Total Cost</b>	Wattage	kWh	Oncor Tariff	En	nergy Cost	Total Cost	Month	ly 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

				HPS							LED					Dif	ference		Monthly	Annual
Historical	Wattage	kWh	Onco	r Tariff	Ene	rgy Cost	Tot	tal Cost	Wattage	kWh	Oncor Tariff	Er	nergy Cost	То	tal Cost	Μ	onthly	Count	Cost	Cost
HISTORICAL	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

## Staff Report – City Council Agenda Item



## Agenda Item #5

Consider a resolution denying Oncor's application for approval of a Distribution Cost Recovery Factor to increase distribution rates within the City.

## **Originating Department**

Finance – Brandon Bozon, Director of Finance

## **Summary Information**

On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$19,002,177.

The proposed resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

## **Explanation of the Resolution**

Section 1 authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 48231.

Section 2 authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3 finds that the Company's application is unreasonable and should be denied.

Section 4 states that the Company's current rates shall not be changed.

Section 5 says the Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

Section 6 recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 7 provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

City Council Agenda Item April 24, 2018 Page 1 of 2

Fiscal Impact	
N/A	
Recommendation	
Approve the resolution	
Attachments Resolution	
Resolution	
	City Council Agenda Item April 24, 2018

### **RESOLUTION NO. 2018-10-R**

A RESOLUTION OF THE CITY OF BELTON, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Belton, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

**WHEREAS**, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

**WHEREAS**, Cities members and attorneys recommend that members deny the DCRF.

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

**Section 1**. That the City is authorized to participate with Cities in PUC Docket No. 48231.

**Section 2**. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable

7630501

rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

**Section 3**. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

**Section 4**. That the Company shall continue to charge its existing rates to customers within the City.

**Section 5**. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

**Section 6**. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 7**. That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 24th day of April, 2018.

	Marion Grayson, Mayor	
ATTEST:		
Amy M. Casey, City Clerk		
APPROVED AS TO FORM:		
John Messer, City Attorney		

7630501 2

## **Staff Report – City Council Agenda Item**



Date: April 24, 2018

Case No.: Z-18-07

Request: Agricultural to Retail Applicant: Robert Babcock

## Agenda Item #6

Hold a public hearing and consider a zoning change from Agricultural to Retail District on approximately 0.9 acre comprising lots 0009, 0008, 0007, and 0006, Block 2 of Belton Lake Estates located at 3286, 3292, 3298, and 3304 Lake Road, on the north side of Lake Road (FM439), east of Lake Ridge Drive.

## **Originating Department**

Planning Department - Cheryl Maxwell, Director of Planning

<u>Current Zoning:</u> Agricultural <u>Proposed Zoning</u>: Retail

Future Land Use Map (FLUM) Designation: Primarily Residential

<u>Design Standards Type Area:</u> 14 - Desired growth and development identified as primarily single lot residential developments. If approved, a retail use would be required to comply with all the Design Standards for Type Area 14.

## **Background:**

This property is for sale and was under contract for purchase by Piyush Sharma, proposed for construction of a convenience store with gas pumps and beer/wine sales. Mr. Sharma requested a zoning change from Agricultural to Retail District to accommodate this proposed use and enable him to relocate his existing store, Nomads. Mr. Sharma pulled the contract and withdrew the rezoning request prior to the March 2018 Planning and Zoning Commission meeting. Now the property owner, Robert Babcock, is requesting a zoning change from Agricultural to Retail District for these lots.

## **Case Summary**

This property was annexed in 2006 and was brought into the city limits under the Agricultural Zoning District. These lots are for sale, and the applicant has submitted this request for a zoning change to enhance the marketability of these lots. Retail uses in general are proposed; there is currently no particular use anticipated.

On the north side of Lake Road, the majority of properties are outside the city limits and, therefore, have no zoning. Adjacent properties to the west are in the city limits zoned Planned Development-Office 1 District and are currently undeveloped. The adjacent properties to the east are outside the city limits; two seasonal fireworks stands are located here, currently not in use. East of this are two lots that are inside the city limits; these are undeveloped and zoned Multi-Family District.

Properties on the south side of Lake Road near this site are zoned Agricultural. The convenience store, Nomads, is located here. East of Nomads is Shady Meadows Mobile Home Park. Other properties in this area are currently undeveloped.

## Land Use Table/Allowable Uses

The proposed Retail Zoning District will allow the following uses:

- Any use permitted in the NS District
- All alcoholic beverage sales with 50% or less revenue from alcohol
- Auto Parts Sales
- Clinic
- Convenience Store with Gas Pumps
- Discount, Variety or Department Store
- Food or Grocery Store
- Furniture and Appliance Store
- Gasoline or Service Station
- Home Improvement Center
- Laboratory
- Nursing Home
- Restaurant
- Shopping Center and other Retail Uses; Bakery; Clothing and Apparel Store; Fabric Store; Key Shop; Kiosk; Pet Shop; Sporting Goods Store
- Telephone or Utility Business Office
- Wholesale Clubs or Department Stores no outside storage

## **Project Analysis and Discussion**

The FLUM identifies this area as primarily residential. However, it also identifies Lake Road west of Loop 121 as a potential mixed-use corridor. The Comprehensive Plan describes Retail/Commercial development as containing shopping areas generally located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes. The proposed retail use along the frontage of Lake Road appears to be consistent with this development pattern.

A detailed site plan will be required when requesting a building permit and must address the following design standard requirements: building materials; tree preservation and landscaping requirements; screening; dumpster requirements; lighting; and signage. Water service to this

area is provided by 439 Water Supply Corporation. The north side of FM 439 is not in the City's sewer CCN; therefore, sewer service is not currently provided. The City is looking at possible expansion into this area in the future. The current lots meet minimum area requirements for the Retail Zoning District. However, if the new building envelope crosses a platted lot line, a replat of the property to consolidate lots is required.

After careful review of the applicability of retail use among surrounding properties, this requested zone change appears to be reasonable in this location.

## **Recommendation**

The Planning and Zoning Commission met on April 17, 2018 and unanimously recommended approval of the requested zoning change from Agricultural to Retail District; staff concurs with their recommendation.

## **Attachments:**

Zoning application
Property Location Map
Zoning map
Aerial photo
Map with zoning notice boundary (200')
Zoning notice to owners
Owner notification list
P&Z minutes excerpt
Ordinance

## City of Belton Request for a Zoning Change

## To the City Council and the Planning & Zoning Commission

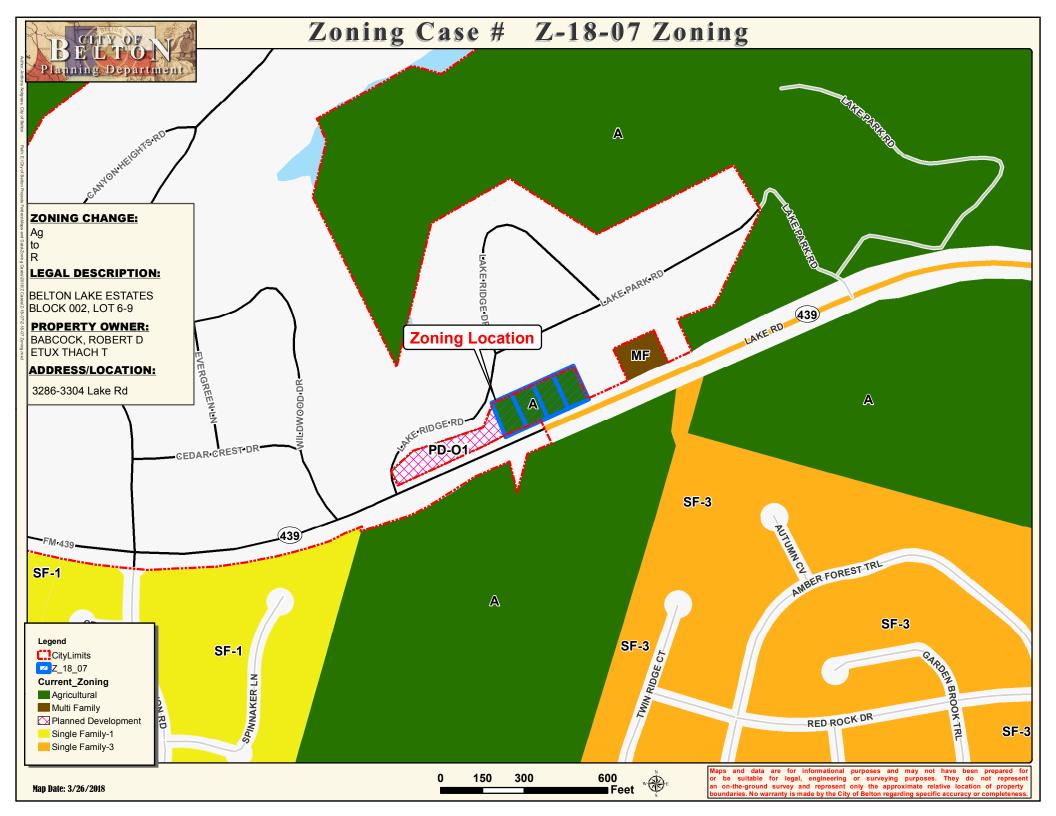
Fee: \$250.00 pr

Date Received: 3/21 Date Due: (All plans are to be returned to the Planning Department within 5 working days)
Applicant: Rosset n Braseo UL Phone Number: 254 740 631 Z  Mailing Address: 4ff En 439 City: Boz Fr State: 7X  Email Address: N/A
Owners Name: Same as above Phone Number: " "  Mailing Address: City: State:
Applicant's Interest in Property:
Legal Description of Property: APProx. 0.9 ACres Lots 0009,0008,0007,008/BIK 2,Belton Lake Estates:  Is this property being simultaneously platted? 100
Street Address: 3286, 3292, 3298, 3304 Lake Rd, Belton, TX  Zoning Change From AG to R  Signature of Applicant: Date: 3/21/18
Signature of Owner (if not applicant): Date: _3/2///8
Checklist for Zoning Items to be submitted with application:
o Signed Application
o Fees Paid
o Complete Legal Description of the property to be re-zoned
o Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back
for specific guidelines.

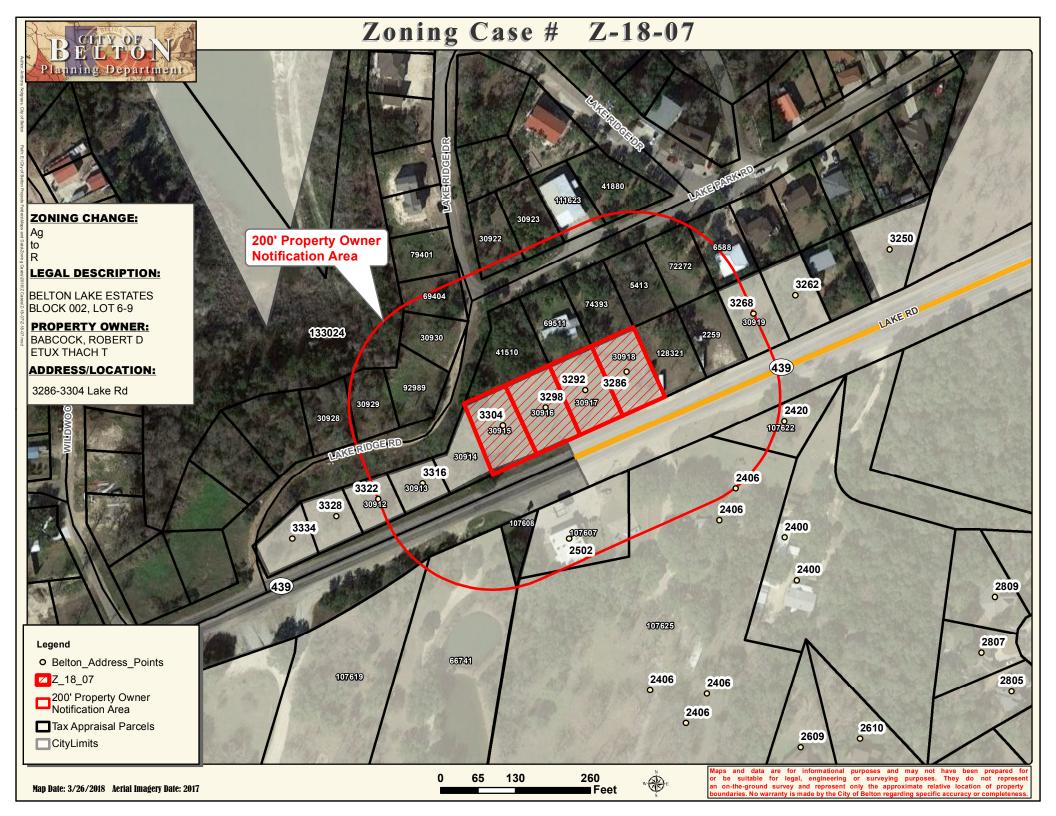
o In the event the request involves more than one lot or irregular tracts or acreage, a drawing of the

property must be submitted.









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

TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 3286, 3292, 3298 AND 3304 LAKE ROAD

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ROBERT BABCOCK

From A	A(N) AGRICULTURE	ZONING DISTRICT,		
TO A(N)	) Retail	ZONING DISTRICT.		
PURSUA	THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD ANT TO THIS REQUEST AT <u>5:30 P.M., Tuesday, April 17, 2018,</u> AT THE T.B. HARRINDER, BELTON, TEXAS.			
A PUBLI	If approved by the Planning & Zoning Commission, this item will be placed on ic Hearing by the City Council. That meeting will be at <u>5:30 P.M., Tuesday, A.</u> B. Harris Community Center, 401 Alexander Street, Belton, Texas.			
BY ATT	As an interested property owner, the City of Belton invites you to make you tending these hearings. You may submit written comments about this zoeting this form and returning it to the address below.			
	IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE OF AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.	CONTACT THE CITY		
	circle one			
	INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDM PLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	IENT PRESENTED IN		
1.				
2.				
3.		_		
	(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)			
DATE:	SIGNATURE:			
	Pi anni	ING DEPARTMENT		

CITY OF BELTON P. O. Box 120

254-933-5812

BELTON, TEXAS 76513

2250	20010	20045
2259	30919	30915
5-D INVESTMENTS INC PO BOX 64	BABCOCK, ROBERT D ETUX THACH 4881 FM 439	BABCOCK, ROBERT D ETUX THACH T 4881 FM 439
BASTROP, TX 78602-0064	BELTON, TX 76513-5285	BELTON, TX 76513-5285
BASTROF, TX 78002-0004	BLLION, 17 70313-3263	BELTON, 1X 70313-3263
30916	30917	30918
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4881 FM 439	4881 FM 439	4881 FM 439
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5413	30930	92989
BALDWIN, EVALEIAN	BERGMAN, JASON C & LORI M	BERGMAN, JASON C & LORI M
10342 CIMMARON TRL	3332 FRANKLIN MEADOWS WAY	3332 FRANKLIN MEADOWS WAY
DALLAS, TX 75243-2520	CLARKSVILLE, TN 37042-7748	CLARKSVILLE, TN 37042-7748
30922	30923	41880
BREAUX MANAGEMENT LLC	BREAUX MANAGEMENT LLC	BREAUX MANAGEMENT LLC
PO BOX 1217	PO BOX 1217	PO BOX 1217
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513
111623	6588	72272
BREAUX MANAGEMENT LLC	BRISENO, KRYSTA N ETVIR AARON L	BRISENO, KRYSTA N ETVIR AARON L
PO BOX 1217	3269 LAKE PARK RD	3269 LAKE PARK RD
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513
66741	69404	79401
COLE, WILLIAM DAVID ETUX GRACE A	ERIS LLC	ERIS LLC
3321 FM 439	2505 TAYLORS VALLEY RD	2505 TAYLORS VALLEY RD
BELTON, TX 76513-5188	BELTON, TX 76513-0769	BELTON, TX 76513-0769
30928	30929	41510
GOATES, PRISCILLA F	GOATES, PRISCILLA F	GOLDEN, ETHEL B & RUTH
1003 W 6TH	1003 W 6TH	3905 HIDDEN VALLEY CIR
CAMERON, TX 76520	CAMERON, TX 76520	ROWLETT, TX 75088-5821
107607	107608	69511
JAI L N INC	JAI L N INC	MATTHEWS, PATRICK O ETUX MARY
2502 LAKE RD	2502 LAKE RD	3293 LAKE PARK RD
BELTON, TX 76513-5160	BELTON, TX 76513-5160	BELTON, TX 76513-5105
74393	107625	133024
RABROKER, DENNIS G	SHARMA, PLYUSH N ETAL	UNITED STATES OF AMERICA
1373 GEORGE WILSON RD	2502 LAKE RD	3740 FM 1670
BELTON, TX 76513-4202	BELTON, TX 76513-5160	BELTON, TX 76513-7783
30912	30913	30914
VILLANUEVA, JOSE R & NODANIT A	VILLANUEVA, JOSE R & NODANIT A	VILLANUEVA, JOSE R & NODANIT A
470 PFINGSTEN RD	470 PFINGSTEN RD	470 PFINGSTEN RD

NORTHBROOK, IL 60062-2506

NORTHBROOK, IL 60062-2506

NORTHBROOK, IL 60062-2506

128321 WILDMAN RANCH INC PO BOX 114 SOMERSET, TX 78069-0114

SUPERINTENDENT DR. SUSAN KINCANNON BELTON I.S.D. P O BOX 269 BELTON TEXAS 76513 107622 WILLIAMSON, TERRY & RICKY SMITH 4431 FM 439 UNIT 451 BELTON, TX 76513-5257 107619 WOOD, WILLARD G ETUX BARBARA J 3341 FM 439 UNIT 231 BELTON, TX 76513-6690

## Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, April 17, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Lewis Simms, Stephanie O'Banion, Rae Schmuck and Dave Covington. Commission member DJ Fuller was absent. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Director of Public Works Angellia Points, Assistant Director of Public Works Jeremy Allamon, Planner Kelly Trietsch, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

**Pledge of Allegiance** – Chair Baggerly led all present. **Invocation** – Mr. Jarratt gave the Invocation.

4. Z-18-07 Hold a public hearing and consider a zoning change from Agricultural to Retail District on approximately 0.9 acre comprising lots 0009, 0008, 0007, and 0006, Block 2 of Belton Lake Estates at 3286, 3292, 3298, and 3304 Lake Road, located on the north side of Lake Road (FM439), east of Lake Ridge Drive.

Ms. Maxwell presented the staff report. (Exhibit A).

Chair Baggerly opened the public hearing. The applicant Mr. Robert Babcock, 4881 FM 439, read from the deed that stated that all lots shall be used for residential purposes, except for those running along 439 which can be used for commercial activity if desired. He said he just wanted to bring that to the Commission's attention.

Chair Baggerly told Mr. Babcock thank you for providing a copy of those documents to the City and Commission. He closed the public hearing and said it appeared to be a very straight-forward request in light of what is going on across the street. If there are no concerns, Chair Baggerly asked to entertain a motion. Mr. Simms made a motion to approve Z-18-07, with Ms. Schmuck seconding the motion. Item Z-18-07 was approved with 8 ayes, 0 nays.

#### ORDINANCE NO. 2018-11

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO RETAIL ZONING DISTRICT ON A 0.9 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 14 DESIGN STANDARDS.

WHEREAS, Robert Babcock, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 17th day of April, 2018, at 5:30 p.m. for hearing and adoption, said district being described as follows:

3286, 3292, 3298, and 3304 Lake Road, 0.9 acres, Belton, Texas (location map attached as Exhibit "A")

**WHEREAS,** said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 24th day of April, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from a Agricultural Zoning District to Retail Zoning District, in accordance with Section 21 – Retail Zoning District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- 1. The use of this property must conform to the Retail Zoning District in all respects.
- The development of the property shall conform to all applicable Type Area 14
   Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning
   Ordinance, including:
  - a. Site Development Standards (a detailed site plan will be required)
  - b. Building Design Standards
  - c. Landscape Design Standards
- 3. Sign Standards shall conform to Ordinance 2008-11.

This ordinance was presented at the stated meeting of the City Council of the City of Belton and upon reading was passed and adopted by the City Council on the 24th day of April, 2018, by a vote of ayes and nays.
<b>SIGNED AND APPROVED</b> by the Mayor and attested by the City Clerk on this the 24th day of April, 2018.
Marion Grayson, Mayor ATTEST:
Amy M. Casey, City Clerk



## **Staff Report – City Council Agenda Item**



Date: April 24, 2018

Case No.: P-18-07 – South Wall Estates

Request: Preliminary Plat Applicant: Trey Gallaway

Owner: Belton Wall Street LLC

#### Agenda Item #7

Consider a preliminary plat of South Wall Estates, comprising 6.749 acres located on the west side of S. Wall Street, generally north of E. Loop 121 and east of IH 35, in the vicinity of Colette Court.

#### **Originating Department**

Planning – Cheryl Maxwell, Director of Planning

**<u>Current Zoning</u>**: Commercial Highway

Future Land Use Map (FLUM) Designation: Commercial Center

<u>Design Standards Type Area:</u> 2 - Primarily commercial highway frontage uses to include mixed uses, hotels, restaurants, new car dealerships, multi-story office, and other similar commercial uses.

#### **Case Summary**

This is a 20-lot subdivision proposed for two family (duplex) residential development. The property is zoned Commercial Highway (CH) District. A question came up regarding residential uses in the CH District. Legal staff was consulted and it is their opinion the Zoning Ordinance allows residential uses in the CH District, to include single family, two family, and multi-family; therefore, rezoning was not required. We are evaluating whether an amendment to the Zoning Ordinance may be needed to clarify residential uses allowed in the CH district.

#### **Project Analysis and Discussion**

As discussed above, this property is located in the CH Zoning District. Duplex developments in the CH District must comply with area requirements detailed in the Two Family Zoning District. These requirements include a minimum lot area of 7,200 sq. ft, 8,000 sq. ft. for corner lots; minimum lot width of 65'; minimum lot depth of 100'; front yard setback of 25'; side yard setback of 8' with 15' on a corner lot adjacent to a street; and rear yard setback of 20'. All area requirements are satisfied. On-site parking requirements are 4 per residential unit, or 8 for

each two-unit duplex. Parking within the garage and on the driveway count toward meeting this parking requirement.

There are several residential subdivisions on the east side of S. Wall Street in this vicinity, to include Mayfield Subdivision zoned Single Family 2 and Single Family 3, and Bella Rose Subdivision zoned Planned Development—Single Family 3. Single family residential uses are located to the north and south of this property, zoned CH. Properties to the west are zone CH and include Bell Pawn Shop, Ocean Quest Pools, Smoking Gun Bail Bonds, and Belton Storlt Mini Storage.

Solid fencing/screening is required between residential and nonresidential zoning districts. Since the subdivision area and surrounding properties are both zoned CH, fencing is not required, but is strongly recommended to protect the residential neighborhood from adjacent uses that may not be compatible. The applicant advised the Planning and Zoning Commission that a six-foot privacy fence will be provided along the rear yard of each duplex.

One entrance is proposed for this subdivision from S. Wall Street. Four lots will have frontage on S. Wall Street; two of these (Lots 19 & 20) will rely upon S. Wall for direct access. Lot 18 has an existing residence with current access via S. Wall Street but also has frontage on the entrance road. Arnold Drive. Lot 1 will have access restricted to Arnold Drive.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision plat.

<u>Water</u>: An existing 8-inch water line runs along the east side of S. Wall Street. The applicant proposes to tap this line and construct an 8-inch line throughout the subdivision with two-inch lines in the cul-de-sacs. The 8-inch line satisfies minimum requirements for fire protection.

A water well is located on Lot 18 where the existing residence is located. We are coordinating with the Clearwater Underground Water Conservation District regarding the status of this well.

**Sewer:** An existing 6" sewer line runs along the west side of S. Wall Street, and an existing 15" line runs east/west through the northern portion of this property. The applicant is tying into the 15" line and extending a 6" line throughout the subdivision.

<u>Drainage</u>: FEMA (Federal Emergency Management Agency) maps show a designated floodway bisecting this property along Mitchell Branch. No structures are allowed in a <u>floodway</u>. Portions or all of Lots 12 through 20 are located in the <u>flood plain</u>. Fill will be needed to raise the finished floor elevation of the building site on these lots 18" above the flood plain elevation. Minimum floor elevations will be provided on the plat for residential buildings. Pre and post-development storm water analysis will be provided with the final plat.

<u>Streets</u>: S. Wall Street is identified as a minor collector on our Thoroughfare Plan. The existing ROW varies from 53 feet at the southern end of the subdivision to 73.1 feet at the northern end. Although 60 feet of ROW is desired for minor collectors, no improvements are anticipated;

therefore, no additional ROW is needed. The pavement width of S. Wall Street is approximately 30', with curb and gutter provided; no perimeter street improvements are needed.

Two internal roadways will be constructed as local streets with a 31' pavement width and curb and gutter within a 50' wide ROW. Arnold Drive is the entrance road; the other street, Leroy Lane, terminates with a cul-de-sac on each end.

<u>Sidewalks</u>: There is an existing sidewalk along the east side of S. Wall Street, recently provided by the City of Belton. A sidewalk is only required along one side of collector streets; therefore, the developer is not required to construct one along the perimeter of the subdivision. Sidewalks are not required along local streets and are not proposed within this subdivision.

<u>Parkland Dedication/Fees</u>: No parkland or common areas are proposed within the subdivision. The parkland fee is \$200 per residential unit. For 20 lots, each with 2 residential units, the fee equates to \$8,000. These funds will be used at Miller Heights Community Park and S. Wall Street Tiger Splash Pad, both within a one-mile radius of the subdivision.

<u>Conclusion</u>: We have reviewed the plat and find it acceptable as a preliminary plat, subject to conditions contained in the letter to the applicant and engineer dated April 13, 2018.

#### Recommendation

The Planning and Zoning Commission met on April 17, 2018 and unanimously recommended approval of the preliminary plat of South Wall Estates subject to the City's Letter to the Applicant and Engineer dated April 13, 2018; staff concurs with their recommendation.

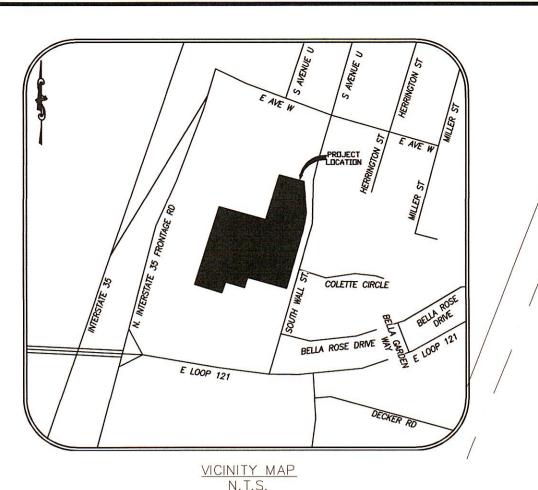
#### <u>Attachments</u>

Preliminary Plat Application
Preliminary Plat
Location Map
City's Letter to Applicant's Engineer dated April 13, 2018
P&Z Minutes Excerpt

## City of Belton

### Request for Subdivision Plat to the City Council and the Planning and Zoning Commission

Application is hereby made to the City Council for the following:					
Preliminary Subdivision Fees due \$ 310.00 CK#77//					
☐ Final Subdivision					
□ Administrative Plat					
□ Replat					
□ ETJ					
☑ City Limits					
Date Received: 03-15 Date Due: 03-15 (All plans are to be returned to the Planning					
Department by the 15 <sup>th</sup> day of the month ahead of the next month's P&Z meeting.)					
Applicant: Trey Collaway Phone: 754 493 9126					
Mailing Address: 7060p 9775 Re Am The 76513					
Email Address: Trey gal @ gmark. com					
Owner: Be Hon Will Street LC. Phone: 254-493-9126					
Mailing Address: POBOX 1775 Belfon TX 76813					
Email Address: _ Truggala garail, com					
Current Description of Property:					
Lot: Block: Subdivision:					
Acres: 6.749 Survey: MF Connell Survey					
Abstract #: Street Address: Z504 & WALL ST					
Frontage in Feet: Depth in Feet:					
Does Zoning comply with proposed use? Current Zoning:					
Name of proposed subdivision: South was Estates					
Number of Lots: Fee: \$					
Signature of Applicants I Page Mr. A 12 . 7018					
Signature of Applicant:  Date: Much 15 2018  Signature of Owner:					
Signature of Owner: Date: Meule 13 2018					



1. EXISTING ZONING: CH. BUILDING SETBACK LINES ARE 25' FRONT, 8' INTERIOR SIDE, 15' STREET SIDE, AND 20' REAR. 2. ALL CORNERS ARE 1/2" IRON ROD WITH CAP MARKED "RPLS 2475" SET, UNLESS OTHERWISE SPECIFIED. 3. A 10' PUBLIC UTILITY EASEMENT ON THAT PORTION OF EACH LOT THAT IS CONTIGUOUS TO THE RIGHT-OF-WAY SHALL BE PART OF THIS PLAT.

4. DRIVEWAY ACCESS IS NOT PERMITTED TO WALL STREET FROM LOT 1 BLOCK 1. 5. ANY GARAGES ARRANGED TO BE ENTERED FROM THE SIDE YARD FACING A PUBLIC STREET SHALL HAVE A MINIMUM SETBACK EQUAL TO THE REQUIRED FRONT YARD SETBACK OF 25'. 6. FENCING IS NOT PERMITTED WITHIN DRAINAGE

7. CITY DOES NOT REGULATE LOT—TO—LOT DRAINAGE. 8. 12' ACCESS EASEMENT SHALL NOT BE FENCED. 9. 25' U.E., D.E. SHALL NOT BE FENCED.

JACK FOLSOM 0.456 ACRES DOCUMENT NO. 2009-00033227 BOBBIE A. CONNALLY 0.492 ACRES VOLUME 679, PAGE 606 JACK FOLSOM "EXHIBIT C, TRACT 1" DOCUMENT NO. 2009-00033227 FLOODWAAY PER FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP NO. 48027C0340E DATED SEPTEMBER 26, 2008 BOBBIE A. CONNALLY 1.982 ACRES VOLUME 701, PAGE 65 TEJAS OSO LTD 2.657 ACRES DOCUMENT NO. 201700032199 20' WIDE U.E. PER VOLUME 5195, PAGE 489 S01.13'50"W BARBARA EDWARDS 0.96 ACRES VOLUME 4595, PAGE 633 -20.54° S08°44'10"W - 53.20° CITY OF BELTON DOCUMENT NO. 2006-00053139 25' UE, DE & BL 8404 SQFT 51.62' BRUCE J. COOK 0.22 ACRES VOLUME 6173, PAGE 474 LEWIS AKINS 1.512 ACRES VOLUME 4760, PAGE 299 BRUCE J. COOK 0.22 ACRES VOLUME 6173, PAGE 474 -ARNOLD DRIVE LARY EUGENE NABOURS 0.22 ACRES DOCUMENT NO. 2011-00022185 TROY BEN FOX 1.003 ACRES DOCUMENT NO. 2008-00023134 COLETTE COURT (50' ROW 31' B-B) AMALIO R. MARINEZ 0.22 ACRES VOLUME 5869, PAGE 265 ALBERTO NAJERA & WIFE ISABEL NAJERA DOCUMENT NO. 201700010078 121.03 TROY BEN FOX 0.798 ACRES DOCUMENTS 200800023128 JOAN K. WILLIAMS 0.5 ACRES DOCUMENT NO. 2011-00042876 B.L. - BUILDING LINE VENIA INVESTMENTS LLC 1.611 ACRES DOCUMENT NO. 201500031472 ANNABELLE C. & K. C. MELANIE GROVE D.E. - DRAINAGE EASEMENT 0.22 ACRES VOLUME 5190, PAGE 389 U.E. - UTILITY EASEMENT JOAN K. WILLIAMS 1.617 ACRES DOCUMENT NO. 2007-00038709 P.O.B. - POINT OF BEGINNING 1 - BLOCK DESIGNATION

STATE OF TEXAS

COUNTY OF BELL

BELTON WALL STREET, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS SOUTH WALL ESTATES, A SUBDIVISION IN THE CITY OF BELTON, BELL COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES AS SHOWN HEREON.

BY BELTON WALL STREET, LLC 202 LAKE ROAD BELTON TEXAS

TREY GALLAWAY, PRESIDENT

STATE OF TEXAS

COUNTY OF BELL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_DAY OF\_ 20\_\_\_ BY TRY GALLAWAY, PRESIDENT OF BELTON WALL STREET, LLC A TEXAS LIMITED PARTNERSHIP.

NOTARY PUBLIC

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SOUTH WALL ESTATES TO THE CITY OF BELTON WAS APPROVED THIS \_\_\_\_\_DAY OF \_\_\_\_\_ 20\_\_\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BELTON, TEXAS.

SECRETARY

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SOUTH WALL ESTATES TO THE CITY OF BELTON WAS APPROVED THIS \_\_\_\_\_DAY OF \_\_\_\_\_

SECRETARY

20\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS.

SAID SUBDIVISION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BELTON.

MY HAND THIS \_\_\_\_ DAY OF\_

CITY CLERK

TAX CERTIFICATE

THE BELL COUNTY TAX APPRAISAL DISTRICT, THE TAXING AUTHORITY FOR ALL TAXING ENTITIES IN BELL COUNTY, TEXAS, DOES HEREBY CERTIFY THAT THERE ARE CURRENTLY NO DELINQUENT TAXES DUE OR OWING ON THE PROPERTY DESCRIBED BY THIS PLAT.

DATED THIS THE\_\_\_DAY OF\_\_\_\_\_, A.D. 20\_\_\_.

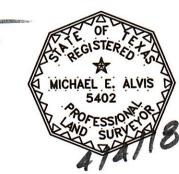
BELL COUNTY TAX APPRAISAL DISTRICT

STATE OF TEXAS

COUNTY OF BELL KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL E. ALVIS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON SHALL BE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BELTON, TEXAS.

ND. 5402



# PRELIMINARY PLAT OF: SOUTH WALL ESTATES

20 LOTS, 1 BLOCK 1 TRACT

6.749 ACRES A SUBDIVISION IN THE M.F. CONNELL SURVEY, ABSTRACT NO. 6 CITY OF BELTON, BELL COUNTY, TEXAS 6.749 ACRES MORE FULLY DESCRIED BY METES AND BOUNDS BY SEPARATE



FIELD NOTES PREPARED AND ATTACHED TO DEDICATION INSTRUMENT

TURLEY ASSOCIATES, INC.

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

OU M.F.

REVISIONS DATE DESCRIPTION DFTR DRAFTSMAN: 3/1/2018 COMPUTER FILE NAME: 17-1180, PRELIMINARY PLAT REFERENCE DRAWING NUMBERS:

DRAWING NUMBER:

REF DWGS NO.s

NOTE: This project is referenced to the City of Belton Coordinate System, an extension of the Texas Coordinate System of 1983, Central Zone. All distances are horizontal surface distances unless noted, and all bearings are grid bearings. All coordinate values are referenced to City Monument No. B-4

The theta angle at said monument is The Combined Correction Factor (CCF) is

Published City Coordinates are N=10348584.14, E=3192254.47 The tie from the above City Monument to the Point of BEGINNING is N.21°05'27"E.,

2771.06 feet. Grid Distance = Surface Distance X CCF Geodetic North= Grid North + theta angle.







# City of Belton

#### Planning Department

#### **April 13, 2018**

**Applicant: TREY GALLAWAY / TURLEY ASSOCIATES** 

Date Submitted: 03-15-18 2<sup>nd</sup> Submittal: 04-04-18 3<sup>rd</sup> Submittal: 04-11-18

**Project: SOUTH WALL ESTATES - Preliminary Location: 6.749 ACRES - 2504 South Wall Street** 

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

#### PLANNING - Cheryl Maxwell - CMaxwell@BeltonTexas.gov:

No further comments.

#### PUBLIC WORKS/KPA – Angellia Points, APoints@BeltonTexas.gov:

- 1. Move the light from Lot 16 to the corner of Arnold and Leroy.
- 2. Are water valves shown at Lot 8/9 and Lot 13/14? The symbol is different than the legend.
- 3. Minimum Finished Floor Elevations need to be defined for Lots 12-20 inasmuch as portions of each of these lots are in the floodplain.
- 4. Based on our meeting with Ms. Ryken on April 3rd, Turley will evaluate the effects of this development in relation to the overall watershed, which they have studied a large portion of west of I-35. It was understood that this additional study would occur during the construction plan development phase and not be a hold up for consideration of preliminary plat approval.

#### BUILDING OFFICIAL - Bruce Ebbert, BEbbert@BeltonTexas.gov:

No comments.

#### FIRE DEPT – Jeff Booker, JBooker@BeltonTexas.gov:

No further comments.

#### POLICE DEPT - Chief Gene Ellis, GEllis@BeltonTexas.gov:

No comments at this time.

#### GIS - Anthony Notgrass, ANotgrass@BeltonTexas.gov:

No comments.

<b>Outside Utility Provider Comments</b>				
Oncor:				
<b>☐</b> AT&T:				
☐ Atmos Energy:				
Charter Communications:				
☐ Grande Communications:				
☐ Spectrum (Time Warner):				
☐ USPS:				
☐ Clearwater UCD:				
$\square$ TXDOT:				

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

## Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, April 17, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Lewis Simms, Stephanie O'Banion, Rae Schmuck and Dave Covington. Commission member DJ Fuller was absent. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Director of Public Works Angellia Points, Assistant Director of Public Works Jeremy Allamon, Planner Kelly Trietsch, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

# 5. P-18-07 Consider a preliminary plat of South Wall Estates, comprising 6.749 acres located on the west side of S. Wall Street, generally north of E. Loop 121 and east of IH 35, in the vicinity of Colette Court.

Ms. Maxwell presented the staff report. (Exhibit B).

Mr. Covington asked the applicant Trey Gallaway, 202 Lake Road, if there is screening at the back of the properties. Mr. Gallaway said each backyard will have a privacy fence. Each home will be constructed to standards, each will be brick and stone combination, they will all have a water meter for the tenant, they will also have irrigation meters that will be kept by the landowner and all mowing and maintenance will be done by the property owner, therefore you're not relying on a tenant for the upkeep. All of the maintenance will be done by a professional landscape company, Mr. Gallaway said. Each backyard will have a privacy fence and there are a few that will have to be offset for manhole access, which are show on the plat, he said, because the City had noted they needed access to the manholes at the backyards. There will be a zig-zag in the backyard but other than that it will be completely fenced in with a 6-foot privacy fence, Mr. Gallaway said.

Mr. Covington asked about building the lots up that are in the floodplain so that they are out of the floodplain, what about access to those units? Will the roads be up out of the floodplain or just the buildings themselves? Mr. Gallaway said he would leave that to the engineer but obviously they will have to bring it all up. Ms. Jennifer Ryken, 301 North 3<sup>rd</sup> Street, Temple, representing Turley Associates said the floodplain areas are just a portion of that road in the floodplain but all those lots will need to be filled. She said it's probably more like a foot that is needed out there and not a drastic difference to get it up out of the base flood elevations. That area (as shown on the map) will just be cleaned up so it can function better as the floodway but we won't do any construction in there. Mr. Covington asked about the roadway at the northern cul-de-sac and if those were the lots in question. Ms. Ryken said yes. Mr. Covington asked, so the roadway there would not be raised? Ms. Ryken said it would probably be around 6 inches to 1 foot higher than the current state of the natural ground in that location. On Mitchell Branch, the creek way is in that dark gray area so it is kind of far away, she said, and this plat is located within the floodplain fringe. Ms. Ryken said there is a pretty defined creek within Mitchell Branch.

Mr. Covington asked if there were any concerns about that roadway. Ms. Ryken said all of this will go through FEMA as well. Mr. Covington said he's concerned about someone getting stuck out there in a flood though he didn't think it would keep a firetruck from getting out there but could keep a Honda Civic from getting out. Ms. Ryken said the majority of the water will be up in the gray area

(of the map), and she showed the location of the bridge and a defined creek way to the Commission. She also talked about an existing home in that location, so the flood waters are concentrated and this is what we call the fringe. Ms. Ryken said they will fill those areas so they are higher than what FEMA calls the elevations here (using the map again). Chair Baggerly said the gray area is the actual floodplain. Ms. Ryken said this is called the flood way, while another area on the map is more of an overflow or over-bank but it can be filled in. She described an area that they won't touch so it remains natural. FEMA publishes base flood elevations along the flood way, Ms. Ryken said, so we will fill everything 18 inches above that.

Chair Baggerly entertained a motion. Mr. Simms made a motion to approve P-18-07, with Mr. Hendrick seconding the motion. Item P-18-07 was approved with 8 ayes, 0 nays.

## **Staff Report – City Council Agenda Item**



Date: April 24, 2018

Case No.: P-18-08 – Indian Ridge at Messer

Ranch, Amending Plat #1

Request: Final Plat

Applicant: All County Surveying

Owner: Bill and Ann Messer Family Limited

**Partnership** 

#### Agenda Item #8

Consider a final plat of Indian Ridge at Messer Ranch, Amending Plat #1, comprising 1.144 acres, being an amending replat of Lot 17, Indian Ridge at Messer Ranch, and a 0.084 acre tract, located on the northwest side of Indian Ridge Road, south of Paddy Hamilton Road, in Belton's ETJ.

#### **Originating Department**

Planning – Cheryl Maxwell, Director of Planning

#### **Case Summary**

This is a 1-lot subdivision proposed for residential use. This is Lot 17 of the original subdivision that was platted in 2004. At that time, this area was outside Belton's ETJ; therefore, only County approval was required. The original lot consists of 1.059 acres. The northern lot line is being adjusted to add a 0.085 acre strip of land, bringing the acreage to 1.144. No other changes are proposed. This amending replat would quality for administrative approval, except a variance is needed to allow for water flows less than 1,000 gpm, which is the minimum requirement for fire hydrants.

#### **Project Analysis and Discussion**

This property is located in the ETJ of the City of Belton, so there is no zoning and the Future Land Use Map does not extend this far west. There is currently no development on this lot. The setbacks on the original plat will be carried forward to this plat and include a 30' front yard setback, 15' side yard setbacks, and 15' rear yard setback.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision plat. NOTE: This is an amending replat of one lot; therefore, application of infrastructure requirements appropriate for a new 17-lot subdivision may not be appropriate for this 1-lot subdivision which is part of an existing development approved in 2004.

<u>Water</u>: This property is located within the 439 Water Supply Corporation (WSC) CCN. There is an existing 6" line running along Indian Ridge Road. A fire hydrant is provided at the northeast corner of this lot, but water flows do not satisfy the City of Belton Fire Code minimum requirement of 1,000 gpm. Staff supports a variance to this requirement since it represents conditions that were previously approved by Bell County with the original plat and no additional lots are being created.

<u>Sewer</u>: There is no sanitary sewer service available to this property. A septic system is proposed and tentatively approved; placement will be subject to review by the Bell County Public Health District.

<u>Drainage</u>: The city is not responsible for drainage along Indian Ridge Road since it is outside the city limits. No drainage improvements are needed.

<u>Streets and Sidewalks</u>: Indian Ridge Road is considered a local street; existing pavement width is 20' within a 50' ROW. No additional ROW or street improvements are needed. Sidewalks are not required along local streets.

<u>Parkland Dedication/Fee</u>: Residential subdivisions are required to dedicate suitable lands for the purpose of parkland and/or make a financial contribution for the acquisition and development of such parkland. The parkland fee is \$200/lot which would be \$200 for this subdivision. Staff supports a variance request since there are no plans to develop a public park in this vicinity at this time and no additional lots are being created.

<u>Conclusion</u>: We have reviewed the final plat and find it acceptable, subject to conditions contained in the letter to the applicant dated April 13, 2018. Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and provided comments which are being addressed. After Council action, this plat will be taken to Bell County Commissioners Court for approval.

#### Recommendation

The Planning and Zoning Commission met on April 17, 2018 and unanimously recommended approval of the final plat of Indian Ridge at Messer Ranch, Amending Plat #1, subject to the conditions below; staff concurs with their recommendation.

- 1. Water pressure/flow variance for fire protection (Recommended)
- 2. Parkland dedication/fee variance (Recommended)
- 3. City's Letter to Applicant dated April 13, 2018.

#### **Attachments**

Final Plat Application
Final Plat
Location Map
City's Letter to Applicant dated April 13, 2018
Variance Requests
P&Z Minutes Excerpt

## City of Belton

## Request for Subdivision Plat to the City Council and the Planning and Zoning Commission

Application is hereby made to the City Council for the following:  Preliminary Subdivision Fees due \$ 200.00 CC# 20305  Administrative Plat Replat ETJ City Limits				
Date Received: Date Due: (All plans are to be returned to the Planning				
Department by the 15 <sup>th</sup> day of the month ahead of the next month's P&Z meeting.)				
bepartment by the 15 day of the month alread of the next month of az meeting.				
Applicant: ALL COUNTY SURVEYING, INC Phone: 254.778.2272				
Mailing Address: 1303 S. 21st STREET, TEMPLE, TX 76504				
Email Address: chuck@allcountysurveying.com				
Owner: Bill & Ann Messer Family Limited Partnership Phone:				
Mailing Address: PO Box 969, Belton, TX 76513				
Email Address:				
Current Description of Property:				
Lot: 17Block:Subdivision: Indian Ridge at Messer Ranch				
Acres: 0.084 Survey: John Beal				
Abstract #: 70 Street Address:				
Frontage in Feet: 112 Depth in Feet: 250				
Does Zoning comply with proposed use? N/A Current Zoning: N/A				
Name of proposed subdivision: Indian Ridge at Messer Ranch Amending Plat #!				
Number of Lots: 1 Fee: \$ 200				
Signature of Applicant pale Hus Date: 3-14-18  Signature of Owner: Thin town Date: 3/14/18  Individually and Trust of  Messer Family Trust Letter  Diship				

BEING AN AMENDING REPLAT OF LOT 17 OF INDIAN RIDGE AT MESSER RANCH, A SUBDIVISION WITHIN THE E.T.J. OF THE CITY OF BELTON, BELL COUNTY, TEXAS AND 0.084 ACRE, SITUATED IN THE JOHN BEAL SURVEY, ABSTRACT NO. 70, BELL COUNTY, TEXAS.

STATE OF TEXAS

COUNTY OF BELL

BILL & ANN MESSER FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, BEING THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS INDIAN RIDGE AT MESSER RANCH, AMENDING PLAT #1, WITHIN THE E.T.J. OF THE CITY OF BELTON , BELL COUNTY. TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATES THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE PLAT BOUNDARIES OF THIS SUBDIVISION.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT; INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES. TO THE BEST OF MY KNOWLEDGE, THE ABOVE MENTIONED PROPERTY MEETS THESE PROVISIONS.

BILL & ANN MESSER FAMILY LIMITED PARTNERSHIP B & A MESSER, LLC a TEXAS LIMITED LIABILITY COMPANY ANN WHITWORTH MESSER, MANAGER WILLIAM ALEXANDER "BILL" MESSER, MANAGER STATE OF TEXAS COUNTY OF BELL BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM ALEXANDER "BILL" MESSER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS MANAGER OF B & A MESSER, LLC, FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS COUNTY OF BELL

BEFORE ME. THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANN

WHITWORTH MESSER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS MANAGER OF B & A MESSER, LLC, FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_\_ DAY OF \_\_\_ \_\_\_\_\_\_ 2018.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF BELL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF INDIAN RIDGE AT MESSER RANCH AMENDING PLAT #1, AN ADDITION WITHIN THE CITY LIMITS OF THE CITY OF BELTON, BELL COUNTY, TEXAS, MEETS THE REQUIREMENTS FOR AN ADMINISTRATIVE PLAT AND WAS APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_

DIRECTOR OF PLANNING

SAID SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF BELTON, BELL COUNTY, TEXAS, AND SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE PLATTING ORDINANCE OF THE CITY OF BELTON, TEXAS.

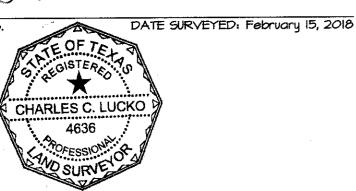
WITNESS MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_

CITY CLERK

STATE OF TEXAS COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

CHARLES C. LUCKO, R.P.L.S. REGISTRATION NO. 4636



BEING 1.144 ACRES PART OF THE JOHN BEAL SURVEY, ABSTRACT NO. 70 BELL COUNTY, TEXAS, 
 CURVE
 RADIUS
 ARC LENGTH
 CHORD LENGTH
 CHORD BEARING
 DELTA ANGLE
 RECORD ARC

 CI
 15.00'
 49.02'
 48.16'
 \$ 31°35'44" W
 37°27'07"
 48.93'

 LINE
 BEARING
 DISTANCE

 LI
 N 50°02'II" E
 23.40'
 439 Water Supply Corporation provides the water for this Subdivision. LEGEND E Elect. Ped. + Fire hydrant THE BILL AND ANN MESSER FAMILY LIMITED PARTNERSHIP 5/8\* iron Rod w/"ACS" Portion of Called 43.44 ACRES "TRACT ONE" (VOL. 5730, PG. 620) THE BILL AND ANN MESSER FAMILY LIMITED PARTNERSHIP (VOL. 5324, PG. 365) BLOCK I \_R=50.0'-1.144 ACRES 5/8" Iron Rod w/"ACS" (Plat N 77°08'00" W 241.80") Rod w/"ALL COUNTY" Cap Found Point of Beginning LOT 16 LOT 19 LOT 15 THE BILL AND ANN MESSER FAMILY LIMITED PARTNERSHIP Portion of Called 43.44 ACRES "TRACT ONE" (VOL. 5730, PG. 620) LOT 14 OWNERS' RESPONSIBILITIES "IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF BELL COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES FLOOD PLAIN NOTE: AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN BASED UPON WHAT CAN BE SCALED FROM THE GRAPHICS SHOWN ON F.E.M.A FLOOD INSURANCE ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT

RATE MAP (FIRM), MAP NO. 48027C0325E, EFFECTIVE DATE SEPTEMBER 26, 2008, THE ABOVE SHOWN PROPERTY APPEARS WITHIN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2%

ANNUAL CHANCE FLOODPLAIN). THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS TRACT WILL

NEVER FLOOD, NOR DOES IT CREATE ANY LIABILITY IN SUCH EVENT ON THE PART OF THIS

SURVEYOR OR COMPANY.

OF BELL COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY

CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE

SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS. THE

OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF

COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON

OWNERS: BILL & ANN MESSER FAMILY LIMITED PARTNERSHIP

PO BOX 969 BELTON, TX 76513 LOTS - ONE (1) BLOCKS - ONE (1) AREA - 1.144 ACRE

I hereby certify that this plat was approved this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by the Bell County Commissioners Court and may be filed for record in the Plat Records of Bell County, Texas.

County Judge

Notary Public, State of Texas

BELL COUNTY PUBLIC HEALTH DISTRICT CERTIFICATE

THE BELL COUNTY PUBLIC HEALTH DISTRICT, THE LICENSING AUTHORITY FOR AN ON-SITE SEWAGE DISPOSAL IN BELL COUNTY, TEXAS, HEREBY CERTIFIES THAT THIS SUBDIVISION MEETS OR EXCEEDS THE MINIMUM STANDARDS ESTABLISHED BY THE BELL COUNTY BOARD OF HEALTH.

SANITARIAN

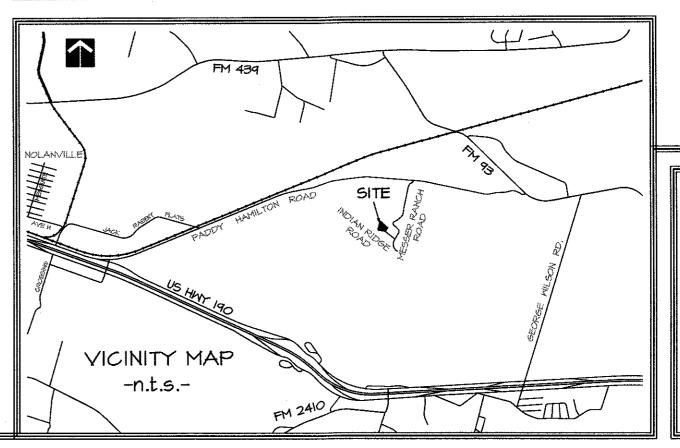
AFFIDAVIT:

THE TAX APPRAISAL DISTRICT OF BELL COUNTY, THE TAXING AUTHORITY FOR ALL TAXING ENTITIES IN BELL COUNTY, TEXAS, DOES HEREBY CERTIFY THAT THERE ARE CURRENTLY NO DELINQUENT TAXES DUE OR OWING ON THE PROPERTY DESCRIBED

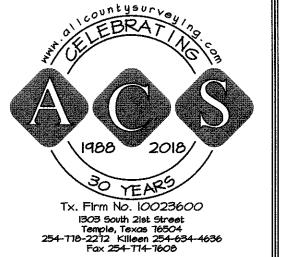
DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_

BELL COUNTY TAX APPRAISAL DISTRICT

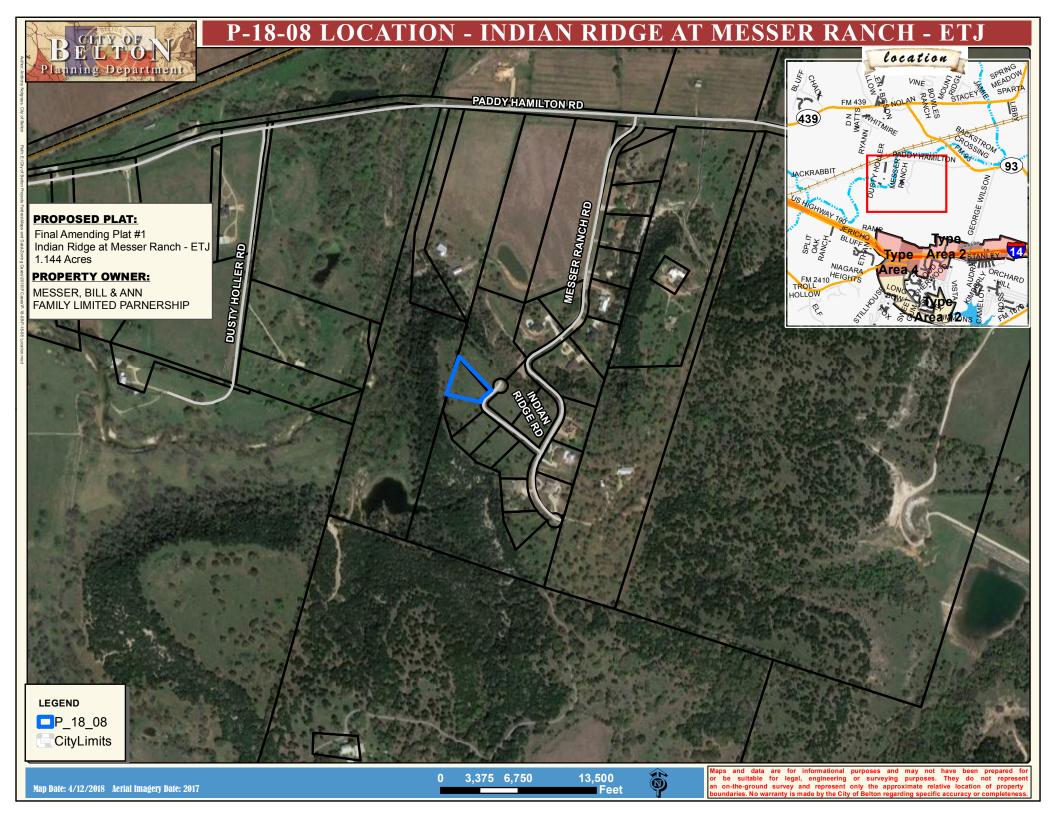
ORIGINAL LAYOUT INDIAN RIDGE AT MESSER RANCH (Cab. D, Slide 19-D) 1.059 ACRES 1.092 ACRES Fortion of 45.44 ACRES TRACT ONE! THE BILL AND ANN MESSER FAMELY LIMITED PARTHERSHIP AND JOHN MESSER VOL. 5180, PS. 388 1.116 ACRES 1.139 ACRES 1.876 ACRE 1.665 ACRES 1.080 ACRES

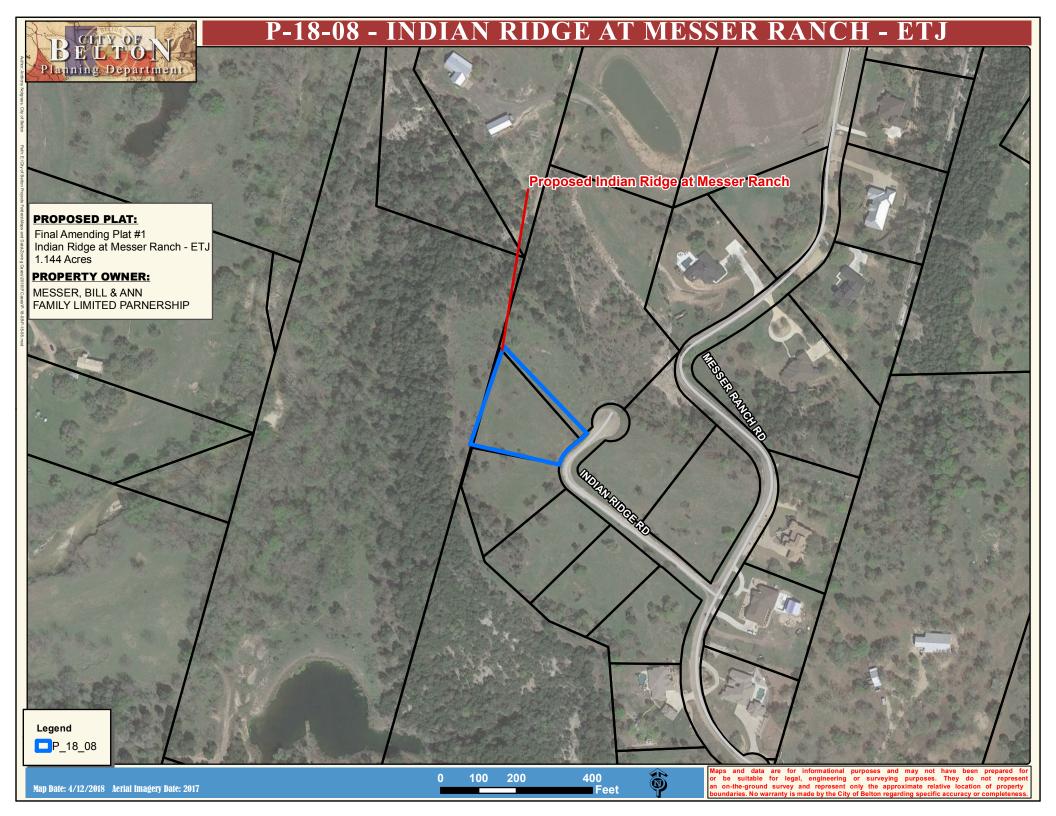


<u>|" = 50'</u> Scale: 180142 Job No. Dwg No. \_\_\_\_\_180142P\_\_\_\_ Drawn by MDH Surveyor <u>CCL #4636</u> Copyright 2018 All County Surveying, Inc.



Plot Date: 04-09-2018 completed <u>02-15-2018</u>







April 12, 2018

City of Belton 333 Water Street Belton, Texas 76513

ATTN: Cheryl Maxwell, AICP, Director of Planning

Re: Request for "Fire Hydrant Minimum Flow Variance" - INDIAN RIDGE

AT MESSER RANCH AMENDING PLAT #1 (ETJ)

Dear Ms. Maxwell:

This letter is in response to your "Post Design Review Committee Notes" (Post DRC Comments) response dated April 10, 2018.

We are working through the comments in the Post DRC Comments, and under the category of "Planning", item 1b, it is herby desired by applicant to be allowed a "Minimum water flow for fire protection" variance.

This area is developed and there is an existing 6" water line and Fire Hydrant in front of the proposed Lot. 439 WSC states it has 2 pumps with a 50 gpm output each.

I wish to thank you in advance for granting this variance.

Respectfully,

Regards,

Charles C. Lucko, RPLS

President, All County Surveying.Inc.

1303 South 21st Street

**Temple, TX 76504** 

254.778.2272



April 12, 2018

City of Belton 333 Water Street Belton, Texas 76513 ATTN: Cheryl Maxwell, AICP, Director of Planning

Re:

Request for "Parkland Fee Variance" – INDIAN RIDGE AT MESSER RANCH AMENDING PLAT #1 (ETJ)

Dear Ms. Maxwell:

We are working through the comments in the Post DRC Comments, it is herby desired by applicant to be allowed a "Parkland Fee Variance".

This area is developed, estate lots, several miles from the City of Belton and it's City Parks.

I wish to thank you in advance for granting this variance.

Respectfully,

Regards

Charles C. Lucko, RPLS

President, All County Surveying, Inc.



# City of Belton

#### Planning Department

#### **April 13, 2018**

**Applicant: ALL COUNTY SURVEYING - DALE** 

Date Submitted: 03-15-18 2<sup>nd</sup> Submittal: 04-09-18

**Project: INDIAN RIDGE AT MESSER RANCH AMENDING PLAT #1 (ETJ)** 

**Location: 0.084 ACRES – INDIAN RIDGE** 

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

#### PLANNING - Cheryl Maxwell - CMaxwell@BeltonTexas.gov:

- 1. Replace the signature blocks for administrative approval with the PZC/CC approval signature blocks.
- 2. Submit an official letter from 439 WSC stating this subdivision is provided with domestic service and flows will not support the minimum 1,000 gpm required by the Belton Fire Code.
- 3. Submit a utility sheet showing existing water line and size, hydrant locations, and any other utilities on the property.
- 4. Submit a revised letter from Bell County Health Department correcting the WSC from Dog Ridge to 439 WSC.
- 5. Submit a letter from Clearwater UWCD stating they have evaluated this site, noting the location of residential wells.

#### PUBLIC WORKS/KPA – Angellia Points, APoints@BeltonTexas.gov:

No comments.

#### **BUILDING OFFICIAL – Bruce Ebbert, BEbbert@BeltonTexas.gov:**

No comments.

#### FIRE DEPT – Jeff Booker, JBooker@BeltonTexas.gov:

No further comments.

#### POLICE DEPT - Chief Gene Ellis, GEllis@BeltonTexas.gov:

No comments.

#### GIS – Anthony Notgrass, ANotgrass@BeltonTexas.gov:

No Comments.

#### Bell County - Stephen Eubanks, Stephen. Eubanks@Bbellcounty.texas.gov

All comments have been addressed.

Outsi	de Utility Provider Comments
	Oncor:
	<b>AT&amp;T:</b>
	Atmos Energy: In agreement with proposed plat.
	Charter Communications:
	Grande Communications:
	Spectrum (Time Warner):
	USPS:
	Clearwater UCD:
	TXDOT:

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

## Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, April 17, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Lewis Simms, Stephanie O'Banion, Rae Schmuck and Dave Covington. Commission member DJ Fuller was absent. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Director of Public Works Angellia Points, Assistant Director of Public Works Jeremy Allamon, Planner Kelly Trietsch, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

6. P-18-08 Consider a Final Plat of Indian Ridge at Messer Ranch, Amending Plat #1, comprising 1.144 acres, being an amending replat of Lot 17, Indian Ridge at Messer Ranch, and a 0.084 acre tract, located on the northwest side of Indian Ridge Road, south of Paddy Hamilton Road, in Belton's ETJ.

Ms. Maxwell presented the staff report. (Exhibit C).

Chair Baggerly asked about the replat. Ms. Maxwell said from what she is told the property is for sale and the purchasers are wanting more width at the front. At the corner there is a fire hydrant and a water meter and she believed they want to place a driveway along that property line so if they move it over it will give them more room to work with since the property is wider in the back and narrower at the front.

Mr. Simms said it seems pretty straight-forward.

Chair Baggerly entertained a motion. Ms. O'Banion made a motion to approve P-18-08, with Mr. Jarratt seconding the motion. Item P-18-08 was approved with 7 ayes, 0 nays as Mr. Covington left the meeting before this vote was cast.

## Staff Report – City Council Agenda Item



#### Agenda Item #9

Hold a public hearing and consider approval of an ordinance on second and final reading 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 was advertised for the April 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 hold the public hearing and approve the ordinance on second and final reading.

#### **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:	 	
Ву:	 	
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 24<sup>th</sup> day of April, 2018.

	CITY OF BELTON
ATTEST:	Marion Grayson, Mayor
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
<b>Sunbright Disposal Services</b> accepted the amended Franchise Ordinance by written instrument filed on the day of, 2018.
Amy M. Casey, City Clerk

From: <u>Tara Tredaway</u>
To: <u>Amy Casey</u>
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 <u>Service Provided</u> 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 <u>Collection Operation</u> (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. <u>Holidays</u> 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 <u>Franchise Fee</u> 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 <u>Credit for Fees Paid</u> - 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 (\$250,000) 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 <u>Property Damage</u> 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 <u>Miscellaneous</u> 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 <u>Contractors</u> 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 <u>Approval of Policy</u> 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 <u>Endorsements</u> All insurance policies maintained pursuant to this Franchise shall contain the following conditions by endorsement:
  - 11.4.1 <u>Additional Insured</u> 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 <u>Cancellation Notice</u> 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 <u>No Recourse</u> Companies issuing the insurance policies shall not have recourse against the City for payment of any premium or assessment.
- 11.5 <u>Increase Requirements</u> 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 <u>Certificate</u> - 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 <u>Material Breach</u> 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 <u>Telephone Listing</u> 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 <u>Failure to Provide Services</u> Failure to materially provide the services provided for in this Franchise;
- 13.1.4 <u>Misrepresentation</u> Material misrepresentation of fact in the application for or negotiation of this Franchise; or
- 13.1.5 <u>Conviction</u> 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 <u>Operation Information</u> 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 <u>Economic Hardship</u> 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 <u>Proceedings</u> 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 <u>Hearing</u> 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 <u>Forfeiture</u> 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 <u>Cancellation Option</u> 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 <u>Trustee Compliance</u> 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 <u>Trustee Agreement</u> 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 of 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:

Bv:

Printed Name:

Title:

#### Section 21. Public Necessity.

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

#### Section 22. Affirmative Action by Company.

- 22.1 <u>Applicable Law</u> 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 <u>Equal Employment</u> Company shall provide equal employment opportunity to minorities, women and the disabled at all levels an 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 <u>Plan and Policy</u> 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 <u>Compliance</u> 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	· 1 04
	Marion Grayson, Mayor
ATTEST:	
Jana Lewellen, City Clerk	
APPROVED AS TO FORM AND CONTENT:	
John Messer, City Attorney	
The foregoing Ordinance was passed and a Belton, Texas, on the day of votes for the Ordinance and votes again	, 2015, by a vote of
and I	Evelle
Jana Lewellen City Clerk	
< 111	ted the foregoing Franchise by written 2015.
Onc.	eveller
Jana Lewellen City Clerk	
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#### Staff Report – City Council Agenda Item



#### Agenda Item #10

Hold a public hearing on the revised Design Manual regarding the City's requirements, guidelines and standards for public infrastructure including revised Transportation, Drainage, Water, Wastewater and General Utility Details and Requirements.

#### **Originating Department**

Public Works – Angellia Points, Director of Public Works/City Engineer

#### **Summary Information**

The City adopted a Design Manual (Manual) in 2002 to provide the framework for the City's infrastructure. Only two modifications have been made to the manual since its adoption, which required all products to be USA domestic made, and an appendix was adopted on 11/21/2017 for small cell nodes. Since 2002, there have been changes in regulations, industry standards and practices that have resulted in some of the City's standards being outdated or even obsolete. The Manual provides the framework needed for a City Design Manual, but it is also lacking many commonly used items and details.

The revised and updated Design Manual is intended to be comprehensive and up-to-date with current regulations and industry practices. Although a considerable number of details and requirements were not changed from the 2002 Manual, the revised, proposed Manual is a significant upgrade. In summary, the revised Manual's purpose includes the following:

- Provide an up-to-date Manual for current, local industry and regulatory standards and requirements;
- Clarify requirements for construction processes (i.e., backfill, compaction, asphalt prime, etc.)
- Require elements for construction of reliable infrastructure to reduce maintenance needs and to reduce interruptions in services for Belton's citizens and businesses; and
- Increase Belton's level of service by providing details for engineers and architects to reduce the number of details used from other cities' design manuals for construction drawings.

City Staff held four stakeholder meetings to discuss the proposed Design Manual on the following dates:

- March 28, 2017
- March 30, 2017
- June 22, 2017
- March 29, 2018

Staff received many comments on the proposed Manual. All comments have been considered and changes were made to the Manual. A City Council Workshop on this item was held on December 12, 2017. Councilmembers requested the Design Manual be presented to the Planning and Zoning Commission (P&Z) for a recommendation. The P&Z held a public hearing on the manual on February 20, 2018. During that meeting, P&Z members asked Staff to hold a 4<sup>th</sup> stakeholder meeting, which was held on March 29, 2018. From the P&Z public hearing and the March 29, 2018 stakeholder meeting, Staff and the stakeholders were able to work out many of the concerns in the proposed manual to gain acceptance from all parties.

On April 17, 2018, the proposed Design Manual was presented to P&Z, and a public hearing was conducted. Three members of the stakeholder community spoke favorably for the adoption of the revised manual. Hearing no requested changes by the public, the P&Z Commission provided a unanimous favorable recommendation for Council consideration.

Therefore, Staff recommends the Council conduct a public hearing on the revised Design Manual. Adoption of an ordinance to approve the Design Manual is scheduled for May 8, 2018.

#### **Fiscal Impact**

None.

#### **Recommendation**

Hold a public hearing for the proposed revised Design Manual, with no final action required.

#### **Attachments**

April 5, 2018, Summary by Director of Public Works regarding Modifications to Manual following 2/20/18 P&Z meeting and final Stakeholders Meeting on 3/29/2018. P&Z Minutes Excerpt

Revised Design Manual (separate file in Council Agenda folder on dropbox)



## City of Belton ~ Public Works ~

April 5, 2018

The following summarizes the notable changes made to the proposed design manual since the February 20, 2018 P&Z Commission meeting and the March 29, 2018 stakeholder meeting.

#### **Modifications**

#### Transportation Section

- 1. Clarified protection to base material. If the compacted base material is left exposed more than 30 days, additional testing may be required. Additional testing may be required if rutting or degradation is witnessed. Although not required, chip seal can be placed on the base to avoid additional testing.
- 2. Only City capital projects are required to have section cuts every 100 feet in the construction drawings.
- 3. Clarified when accessibility inspections are required and that the contractor/owner pays for the inspection services.
- 4. Visibility triangle clarified.
- 5. Minimum thickness of asphalt was changed from 2" to 1.5" for local/residential streets. Type "C" is also allowed but must be placed at a minimum of 2". Collector/arterials minimum 2".

#### Drainage Section

- 1. Concrete pilot channel was clarified as a "trickle" channel.
- 2. Runoff coefficients were replaced with coefficients that area cities are currently using.
- 3. Reduced the water spread limits to one clear lane.
- 4. Clarified inlet sizing requirements.

#### Water Section

- 1. Clarified water lines are to be installed to follow topography but also installed in order to avoid high points, which encourages air entrapment.
- 2. Clarified waterlines 12" and larger shall either be ductile iron or PVC.
- 3. Flow testing of hydrants was clarified.

#### Wastewater Section

- 1. Clarified off-site manholes shall be along a 10-foot wide access path made of crushed limestone base material. The path does not have to be contiguous. In the event the lines are along a creek or floodway and a path is not feasible, every other manhole must be accessible from a public roadway.
- 2. Deleted drop manholes from being required to be coated.
- 3. Minimum sewer line size changed from 8" to 6".

- 4. Lift station access roads were clarified to need 6" crushed limestone base, 1.5" of HMAC Type "D", and be 10-feet wide.
- 5. Clarified cleanout stub outs can be placed below grade during construction.
- 6. Clarified concrete collars are not required in the pavement.

#### Cost Analysis

A general cost analysis was done prior to the stakeholder meeting. However, during the stakeholder meeting, many compromises were made to gain acceptance from the stakeholder/development community. The following items continue to be a proposed change from the currently adopted design manual.

#### Water

- Minimum waterline size from 6" to 8" results in a net \$3/linear foot cost increase. However, if the design engineer can prove a 6" can provide the flow and pressure needed, a 6" can be used.
- Detectable tape for waterlines add a cost of \$0.20/linear foot.
- Automatic flush assemblies are required instead of manual flush assemblies. A net cost of \$1,500 each was assumed. However, it is estimated that 95% or more flush assemblies that have been installed in the last three years have been automatic. If assuming 1 automatic flush assembly per 200 lots, the cost is \$7.50/lot.
- The requirement for 2 valves at every tee and 3 valves at every cross may increase the cost. Valves cost an average of \$1,250 each. Assuming 1 extra valve per every 2,000 LF, it adds \$0.63/linear foot. However, it is estimated that 85% of the developers are already doing this with new subdivisions.
- One sample station is required per every 100 lots, which costs around \$350 each.

#### Wastewater

- Assume 1 manhole per 500 lots is required to be coated, which costs \$1.50/vertical foot. Assuming a manhole is 15 feet deep, the cost per lot is \$0.05/lot.
- Detectable tape for wastewater lines add a cost of \$0.20/linear foot.
- An additional fitting was added to each double service cleanout which adds about \$5 per cleanout, so it was assumed this fitting adds \$2.50 per lot. This revision was taken from a developer's engineer that frequently designs subdivisions in Belton.

#### Drainage

• Recessed inlet requires additional concrete work per inlet at around \$320 per inlet. Assuming 1 inlet every 1,000 feet equates to \$0.32/linear foot.

#### Transportation

• Sidewalks are specified to be away from the back of curb, which adds approximately \$0.25/linear foot for additional forming. However, the sidewalk away from the back of curb eliminates the need for additional dowels. Therefore, the net cost may be \$0.

Assuming a lot is 80-feet wide along the street, these components add approximately \$380 per lot. There are other factors that were changed in the manual, including changes in the runoff coefficient for drainage and loading design parameters for streets. The impact of these parameters is difficult to quantify in order to determine if and how it affects costs. However, the manual allows for varied runoff coefficients with City Engineer approval, similar to the waterline sizing requirement.

Over the years, many alternatives to the current manual have been allowed in practice while the current design manual is in effect. But, when comparing the current manual to the proposed manual, there are quite a few cost-saving alternatives allowed by the proposed manual. Those alternatives include:

- Use of HDPE for drainage pipe in unpaved areas instead of all concrete pipe.
- Use of precast materials in drainage infrastructure instead of cast-in-place, which can be labor intensive.
- Use of orange mesh fencing for tree protection stead of chain link.
- Reduction in the water spread limits for drainage Recycled asphalt product may be used in hot mix asphaltic concrete (HMAC).
- Addition of the temporary all weather driving surface options, as needed and approved.
- Addition of Type 57 1" crushed stone gradation for pipe bedding options.
- Change from an external drop to an internal drop manhole, which can save money on fabrication.

#### Recommendation

Staff and the stakeholders have worked together to modify the proposed Design Manual to gain acceptance by both the City and the stakeholders. At this time, Staff believes the manual is complete and ready for P&Z Commission final public hearing and recommendation to City Council.

#### Next Steps

If following the P&ZC public hearing, the Design Manual is favorably recommended by the P&Z Commission, another public hearing will be conducted at the April 24, 2018 City Council meeting at 5:30 pm. Assuming no significant changes are required, the design manual will be recommended for adoption at the May 8, 2018 City Council meeting.

Angellia Points, P.E.

Director of Public Works/City Engineer

#### Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, April 17, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Michael Pressley, David Jarratt, Ty Hendrick, Lewis Simms, Stephanie O'Banion, Rae Schmuck and Dave Covington. Commission member DJ Fuller was absent. The following staff members were present: City Manager Sam Listi, Director of Planning Cheryl Maxwell, Director of Public Works Angellia Points, Assistant Director of Public Works Jeremy Allamon, Planner Kelly Trietsch, IT Specialist Ryan Brown and Planning Clerk Laura Livingston.

3. Hold a public hearing and consider a recommendation on a revised Design Manual to include the following: Revised Transportation, Drainage, Water, Wastewater, and General Utility Details and Requirements.

Ms. Points presented the staff report.

Chair Baggerly opened the public hearing. Mr. Marty Janczak, 12 North 5<sup>th</sup> Street, Temple, representing Temple Area Builder's Association, said this has been a very long process over 1.5 years. He said he appreciates the City Staff and the collegial attitude working with the stakeholders as they have gone through this process. Builders and developers never like increased requirements because that adds to cost and that means the cost of new homes and subdivisions goes up, Mr. Janczak said. However, we have worked our way through this process and Mr. Janczak said he would tell you that the people he represents can live with everything that has been proposed by City Staff. They, (builders and developers) did not get everything they wanted but it's a document they can live with; it's been well done and it's been a very collegial engagement between the building/development community and City Staff, he added. They are certainly to be commended, he said. We would strongly recommend that the Commission approved the revised Design Manual and move it on to the City Council.

Mr. Scott Brooks, 3000 Illinois Avenue, Killeen, representing Yalgo Engineering, said "ditto" to what Mr. Janczak said. He said he very much appreciated the dialogue that took place to work toward a compromise that is good for the city and good for the development community. He thanked Ms. Points and Mr. Listi for the opportunity to sit down and work together. He said he believed this will be a good change for everybody.

Mr. Jared Bryan, 50 South Wheat Road, Belton, representing Carothers Executive Homes, said he wanted to echo the same sentiments. From his standpoint as a homebuilder, we want to be able to deliver a house as affordable as we can to our clients. We strive to do that every day, he said, by giving them a quality product at the best possible price. Any changes, as was mentioned, increase costs. We want to make sure we head unnecessary changes off as often and as much as possible. He thanked City Staff and said he knows this was a long, long process and sometimes they did not see eye-to-eye, but we did work through it and he said he thinks at the end of the day that's what is important for all of us here for both the city and the builder/development community as well as the citizens of Belton because it serves nobody if costs go through the roof and we're no longer able to build in town which hurts the existing homeowners too. He thanked Staff for their time and Ms. Points for her hard work.

With no one else requesting to speak, Chair Baggerly closed the public hearing.

Chair Baggerly said everyone appears to be happy, Ms. Points, so congratulations! Ms. Points said thank you. Mr. Covington said he thinks it is great. He sat in on the last stakeholder meeting with a lot of the developer community and said he really appreciates Ms. Points and the developers that were there who were working it out and getting down to the brass tacks. He believes it's a good agreement and good manual. If nobody is all the way happy, then we probably got something right, Mr. Covington said.

Mr. Covington made a motion to approve the revised Design Manual as presented. Mr. Simms seconded the motion. The item was approved with 8 ayes, 0 nays.



801 AUSTIN AVE STE 1030, WACO, TEXAS 76701 | 254.745.2139 | WWW.TXDOT.GOV

April 3, 2018

Bell County Bellon ROW CSJ: 2502-001-018 SL 121 – From FM 439 to IH 35

Sam Listi, City Manager City of Belton 333 Water St. Belton, Texas 76513

Dear Mr. Listi:

The Texas Department of Transportation is planning to widen SL 121 from two lanes to four lanes.

According to the Texas Administrative Code, the City of Belton will be responsible for participation in the right-of-way estimated at \$8,483,385.00. The City of Belton's participation of 10% will be \$848,338.50.

Enclosed are 3 copies of the Agreement to Contribute Right of Way Funds. Please execute all 3 copies and return to this office. Also include a copy of the Resolution or City Ordinance action authorizing the project. When all parties have executed the agreement, one copy will be returned to you. At that time, please forward the City of Belton's payment of \$848,338.50 to: Erin Matthews, TxDOT—Right of Way, 801 Austin Avenue, Ste 1030, Waco, TX 76701.

Please contact Mrs. Matthews at (254) 745-2139 if you have any questions.

Sincerely,

Weldon Swanger

-5E916948B7F842E

Weldon Swanger R/W Project Delivery Supervisor

County	Bell		
District	Waco		
ROW CSJ #	2502-01-018		
CCSJ #	2502-01-017		
Federal Projec	t #:N/A		
CFDA Title: High	ghway Planning & Construction	<u>n</u>	
CFDA # 20.20	<u>5</u>		
Federal Highway Administration			
Not Research and Development			

STATE OF TEXAS

§

COUNTY OF TRAVIS

#### AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and the City of Belton, Texas, acting through its duly authorized officials (the "Local Government").

#### WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. SL 121 from FM 439 to IH 35, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County	<u>B</u> ell	_
District	Waco	
ROW CSJ #	2502-01-018	
CCSJ#	2502-01-017	
Federal Project	#. N/A	
CFDA Title: Hig	hway Planning & Const	ruction
CFDA # 20.205	5	
Federal Highway Administration		
Not Research and Development		

#### **AGREEMENT**

#### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

#### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- **B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- **B.** The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  - 1. site conditions change;
  - **2.** work requested by the Local Government is ineligible for federal participation; or
  - the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

County		Bell			
District		Waco			
ROW CS	SJ#	2502-01	-018		
CCSJ#		2502-01	-017		
Federal	Project	#:	N/A		
CFDA T	itle: Hig	hway Pla	anning	& Constru	<u>ction</u>
CFDA#	20.205				
Federal	Highwa	v Admini	stratio	n	

Not Research and Development

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- **D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- **F.** If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- **G.** If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

#### 4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- **B.** The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County	Bell	
District	Waco	
ROW CSJ #	2502-01-018	
	2502-01-017	
Federal Project	ot #N/A	
	ighway Planning & Construction	
CFDA # 20.2	05	
Federal Highway Administration		
Not Research and Development		

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- **D.** In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

#### 5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

#### 6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City Manager	Director of Right of Way Division
City of Belton	Texas Department of Transportation
333 Water St.	125 E. 11 <sup>th</sup> Street
Belton, Texas 76513	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

County	Bell
District	Waco
ROW CSJ #_	2502-01-018
CCSJ #	2502-01-017
Federal Proje	ct #:N/A
CFDA Title: H	ighway Planning & Construction
CFDA # 20.2	<u>05</u>
Federal Highw	vay Administration

Not Research and Development

#### 7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### 8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 10. Compliance with Laws

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

#### 11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

#### 12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### 13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Federal Highway Administration				
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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### 15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

#### 16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

#### 17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

#### 18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

#### 19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- **B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decisionmaking authority regarding the DBE goal and shall be responsible for documenting its actions.
- **D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <a href="http://txdot.gov/business/business\_outreach/mou.htm">http://txdot.gov/business/business\_outreach/mou.htm</a>.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- **F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

#### 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### 21. Lobbying Certification

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

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

#### 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <a href="http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf">http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf</a> and <a href="http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf">http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf</a>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

- 3. Report the total compensation and names of its top five (5) executives to the State if.
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ."
- **D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### 24. Signatory Warranty

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

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT
Signature
Sam Listi
Typed or Printed Name
<u>City Manager</u> Title
Date
THE STATE OF TEXAS
Rose Wheeler Contracts & Finance Director
Right of Way Division Texas Department of Transportation
Date

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#### **ATTACHMENT A RESOLUTION OR ORDINANCE**

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Federal Project	#:N/A					
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#### **ATTACHMENT B LOCATION MAP SHOWING PROJECT**

STA 851+85.01 CSJ: 2502-01-017 MILE PROJECT LOCATION END PROJECT STA 1107+67.50 BELL COUNTY WACO DISTRICT CSJ: 2502-01-017

BEGIN PROJECT

County	_Bell				
District	Waco				
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CCSJ #	2502-01-017				
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### ATTACHMENT C PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Bell
District Waco
ROW CSJ # 2502-01-018
CCSJ # 2502-01-017
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CDFA Title: Highway Planning & Construction
FHWA CFDA # 20.205
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## Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated	State Participation		Local Participation	
	Cost		Cost	%	Cost
Acquisition	\$7,383,385.00			10%	\$738,338.50
Reimbursable Utility Adjustments	\$1,100,000.00	90%	\$990,000.00	10%	\$110,000.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$8,483,385.00	90%	\$7,635,046.50	10%	\$848,338.50

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.



# State Loop 121 Widening Project City Council Work Session

APRIL 24, 2018

## State Loop 121 Widening From FM 439 - IH 35



#### **OVERVIEW:**

High Priority local/regional project, currently estimated at \$33M

Project in current 3 Year KTMPO listing

Funded at \$5M in 3<sup>rd</sup> Year, with KTMPO support for future construction funding

Design schematics and first hearing done, with ROW needed from about 100 owners

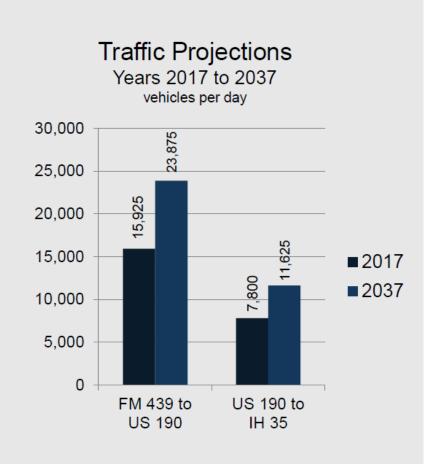
Final hearing pending in 60 days; City cost \$848,338.50 plus relocation of water line along Loop 121



## State Loop 121 Widening: Need

- Traffic Safety
- Connectivity
- Congestion Alleviation
- Access Management

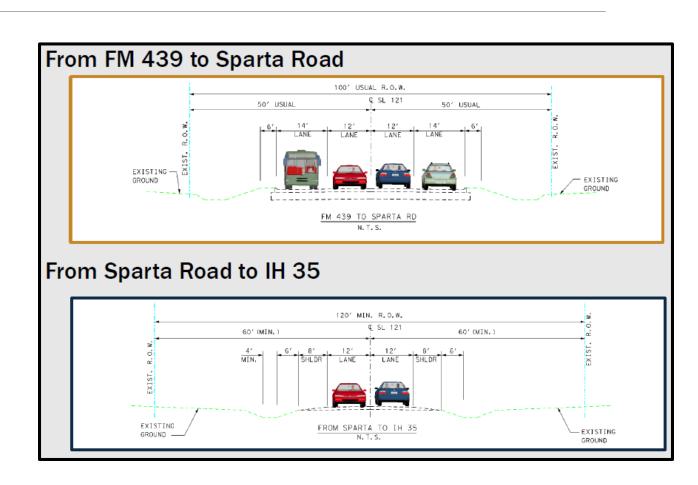
Pedestrian & Bicycle Accommodation



## Proposed State Loop 121 Existing Conditions

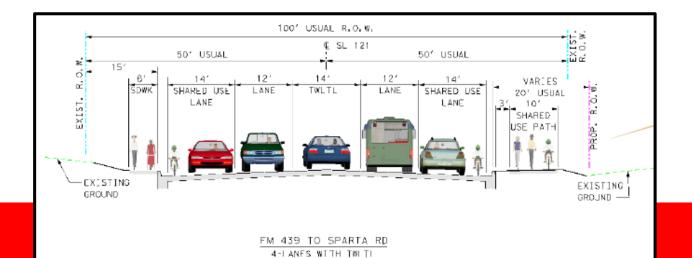
 Existing State Loop 121 is a four-lane, undivided roadway from FM 439/Lake Road to Sparta Road

From Sparta Road to IH 35, State Loop 121 is generally a two-lane undivided roadway with side drainage ditches.



# Proposed State Loop 121 Section FM 439 to Sparta

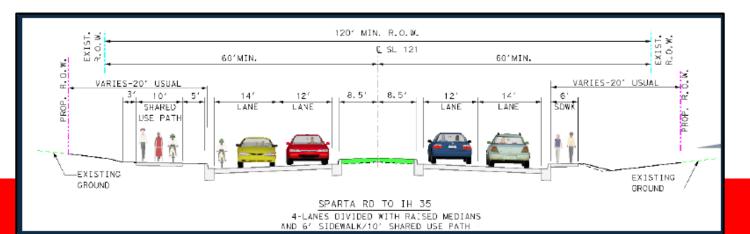
- ■This section of the proposed State Loop 121 project would be 5 lanes, 2 lanes per direction with a center-turn lane from FM 439/Lake Road to Sparta Road.
- This section would have 14' right lanes with offsets to the curbs to accommodate vehicles and bicyclists, a 10' shared use path on the west-side, adjacent to the school, and a 6' sidewalk on the east-side.
- Some proposed right-of-way would be required on the west-side from Belton ISD.



## Proposed State Loop 121 Sections

#### **Sparta to IH 35**:

- This section of the proposed State Loop 121 project would be a 4 lane divided roadway, or 2 lane per direction, with a 17' wide raised grassy median to accommodate left turn bays.
- This section would have 10' shared use bicycle/pedestrian path along the east-side, a 6' sidewalk on the west-side, and the outer or right lanes would be 14' wide with offsets to the curbs to accommodate vehicles and bicyclists.
- •There would be some required acquisition of proposed right-of-way along both sides of the roadway in certain areas that would affect approximately 100 parcels.



# **Next Steps**

- City approves local cost share Resolution and funds
- TxDOT finalizes design, ROW acquisition and utility relocation
- City cost for water line relocation determined @ 30% design
- Secure KTMPO funding and being construction in 2021/2022



100 SOUTH LOOP DRIVE, WACO, TEXAS 76704-2858 | 254,867.2875 | WWW.TXDOT.GOV

April 3, 2018

Sam Listi City Manager City of Belton PO Box 120 Belton, TX 76513

RE: Participation Waived Project for Off-System Bridge Replacement

W. Central Avenue (CS 065) at Nolan Creek; D000-65-001

## Dear City Manager:

Enclosed are two copies of the Advance Funding Agreement for the above-mentioned bridge. The agreement permits matching work, in lieu of cash for your portion of the above bridge replacement project, and freezes the price so that no adjustments are necessary at the time of letting. Structural improvements on the equivalent match projects must be completed within 3 years from time of letting.

You will need to pass a Resolution in the City Council meeting. Upon approving the Resolution, please sign both copies of the Resolution and the Advance Funding Agreement in **blue** ink and return them in the enclosed envelope. We will submit these agreements to the Bridge Division in Austin for final execution, and return your fully executed copy to you for your files.

If you have any questions, please contact myself by email or telephone me at 254-867-2875.

Sincerely.

Paul F. Cepak, P.E.

Waco District Bridge Engineer

CSJ # 0909-36-165 District # 09-WAC Code Chart 64 # 50014

Project: CS 065 @ Nolan Creek
NBI Structure # 09-014-0-D000-65-001

Federal Highway Administration

CFDA Title: CFDA No.: 20.205

Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS

# ADVANCE FUNDING AGREEMENT For Bridge Replacement or Rehabilitation Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Belton acting by and through its duly authorized officials, called the "Local Government."

## WITNESSETH

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CS 065 (W. Central Avenue), and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115005, dated August, 2017; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW**, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

Bridge-Bridge\_AFA Bridge Division Page 1 of 16

Revised 10/18/2016

CFDA Title: CFDA No.: 20.205

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## AGREEMENT

# 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

# 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- **A.** The Agreement is terminated in writing with the mutual consent of the parties;
- **B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- **D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

## 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

## 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

CFDA Title: CFDA No.: 20.205

Not Research and Development

# 6. Right of Way and Real Property

- **A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- **B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

# 7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

# 8. Environmental Assessment and Mitigation

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

- **A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- **B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- **C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- **D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

## 9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

Bridge-Bridge\_AFA
Bridge Division

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Revised 10/18/2016

CFDA Title: CFDA No.: 20.205

Not Research and Development

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

# 10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

# 11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- **B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

## 12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

# 13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D. Estimate of Direct Costs.
- **B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

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Not Research and Development

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- **E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- **F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- **G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

CSJ # 0909-36-165 District # 09-WAC Code Chart 64 # 50014 Project: CS 065 @ Nolan Creek NBI Structure # 09-014-0-D000-65-001

CFDA Title: CFDA No.: 20.205

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Federal Highway Administration

- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

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more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

# 14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- **B.** Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- **D.** Responsibilities of the Local Government on EMPs.
  - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

CSJ # 0909-36-165 District # 09-WAC Code Chart 64 # 50014

Project: CS 065 @ Nolan Creek
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- Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

## 15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State:

Director, Bridge Division

Texas Department of Transportation

125 E. 11<sup>th</sup> Street Austin, Texas 78701

Local Government:

Sam Listi

City Manager, City of Belton

PO Box 120 Belton, TX 76513

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

# 16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Bridge-Bridge\_AFA
Bridge Division

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CSJ # 0909-36-165 District # 09-WAC Code Chart 64 # 50014 Project: CS 065 @ Nolan Creek

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#### 17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Ownership of Documents** 18.

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### 19. **Compliance with Laws**

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

#### 20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

#### 21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

#### 22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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# 23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

# 24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- **B.** Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

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so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- **E.** Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

# 25. Disadvantaged Business Enterprise (DBE) Program Requirements

- **A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- **B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
  - http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

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take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

## 26. Debarment Certifications

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

# 27. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <a href="http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf">http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf</a>.
- B. The Local Government agrees that it shall:
  - Obtain and provide to the State, a Central Contracting Registry (CCR)
    number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award
    provides for more than \$25,000 in Federal funding. The CCR number may be
    obtained by visiting the CCR web-site whose address is:
    <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>;
  - Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:

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- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

# 29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

## 30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

# 31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- **B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- **D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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## 32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

# 33. Signatory Warranty

THE LOCAL GOVERNMENT

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

Signature
Sam Listi
City Manager City of Belton
Date
THE STATE OF TEXAS
Gregg A. Freeby, P.E.
Director, Bridge Division Texas Department of Transportation
Date

CSJ # 0909-36-165
District # 09-WAC
Code Chart 64 # 50014
Project: CS 065 @ Nolan Creek
NBI Structure # 09-014-0-D000-65-001
Federal Highway Administration
CFDA Title:
CFDA No.: 20.205
Not Research and Development

# ATTACHMENT A RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

The State of Texas County of Bell City of Belton

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the city of Belton, hereinafter referred to as the Local Government owns a bridge located at Nolan Creek, on CS 0065, National Bridge Inventory (NBI) Structure Number, 09-014-0-D000-65-001, Local Designation W Central Avenue; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number <u>115005</u>, dated <u>August 2017</u>, Control-Section-Job (CSJ) Number 0909-36-165; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$167,934 (One hundred sixty seven thousand nine hundred thirty-four dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

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LOCATION (and NBI structure identification number, if applicable)

ON SCHOOL BUS ROUTE?

DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK ESTIMATED COST

Mesquite Road @ No Name Creek	Υ	Remove existing 24" pipes and replace with 4~ 6'x3' concrete box	\$248,106
		culverts. Raise roadway approaches.	

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

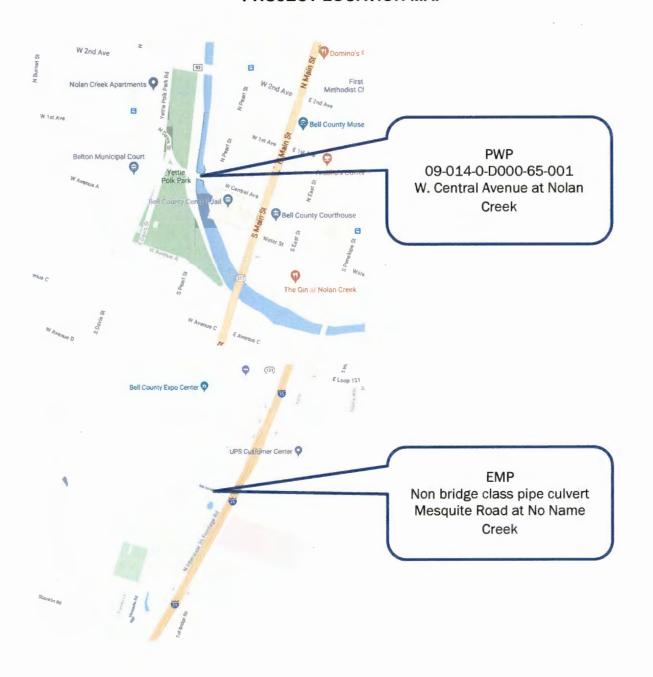
- 1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
- 2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
- 3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
- 4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
- 5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- 6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

RESOLVED this day of	, 2018, by the City of Belton City Council.		
	Marion Grayson, Mayor City of Belton. Texas		

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# ATTACHMENT B PROJECT LOCATION MAP



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# ATTACHMENT C \*\* LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

On School	Historic	Description of	Estimated	
Bus	Bridge?	Structural or Safety	Cost	
Route?	(Yes/No)	Improvement Work		
(Yes/No)	, ,			
<del></del>	No	Remove existing pipe	\$248,106	
			, ,	
	-			
Total			\$248,106	
EMP work credited to this PWP*			\$167,934	
Balance of EMP work available to associate			\$ 80,172	
Associated PWPs CSJs		Amount to be Credited to Associated		
		PWPs		
n/a		n/a		
	Bus Route? (Yes/No) Yes  this PWP* available to a	Bus Bridge? (Yes/No)  Yes No  This PWP* available to associated Is P	Bus Route? (Yes/No) Improvement Work  Yes No Remove existing pipe culvert and replace with 4~6x3 box culvert  this PWP* available to associated PWPs  Amount to be Credited to A PWPs	

<sup>\*</sup>This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

<sup>\*\*</sup>This attachment not applicable for non-PWPs.

CSJ # 0909-36-165 District # 09-WAC Code Chart 64 # 50014

Project: CS 065 @ Nolan Creek NBI Structure # 09-014-0-D000-65-001

Federal Highway Administration

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# ATTACHMENT D ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1)\$200,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3)\$20,000
Construction	\$1,292,000	
Engineering and Contingency (E&C)	\$187,340	
The Sum of Construction and E&C	(2)\$1,479,340	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4)\$147,934
Amount of Advance Funds Paid by Local Government *		(5)-0-
Amount of Advance Funds to be Paid by Local Government *		(6)-0-
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6)\$167,934
Total Project Direct Cost	(1+2)1,679,340	
*Credited Against Local Government Par	ticipation Amount	
If this Project is to be a PWP, Amount of on Attachment C. \$167.9	_	to this PWP as Shown

# CENTRAL AVENUE BRIDGE AT NOLAN CREEK DOWNTOWN BELTON COUNCIL WORK SESSION

April 24, 2018

# Central Avenue Bridge

- Bridge included in TxDOT's off system bridge assessment program
- Bridge repair/replacement identified in FY 2019 Strategic Plan
- Bridge eligible for repair/replacement in FY 2021, with City action in 2018 approving Advance Funding Agreement
- TxDOT requires 10% match, and Mesquite/IH 35 Drainage Project has been approved as the City's local match
- Cost Estimate to replace bridge: \$1,292,000
- Replacement involves possibly widening and addition of sidewalks

# Central Avenue Bridge Assessment

- Bridge is listed on National Register of Historic Places and will require an environmental assessment to determine if it can be repaired, or if replacement is only realistic option
- Approval by City of AFA initiates the TxDOT evaluation process
- Right-of-way (ROW) needs to replace bridge and impacts to existing improvements will be evaluated in process
  - Impact to Pearl and Davis Street
  - Impact to FEMA floodplain
  - Active City water line along bridge and overhead electric will need to be replaced
  - Impact to existing landscaping

# Central Avenue Bridge Environmental Assessment

# Assessment will consider options:

- No build
- Rehab for traffic
- Rehab for traffic and construct one-way bypass
- Rehab for pedestrian only and build two-way bypass
- Leave as Monument and build two-way bypass
- Remove existing bridge and build replacement

# Central Avenue Bridge

# Next Steps:

- a) Address Council questions
- b) Review AFA as needed
- c) Return to Council with Resolution in near future for action approving AFA to initiate required bridge studies
- d) TxDOT will schedule assessment and coordinate with City.