

CITY OF BELTON

City Council Workshop Agenda Tuesday, May 8, 2018 - 4:30 p.m. Smith Room, Harris Community Center 401 N. Alexander, Belton, Texas

- 1. Call to order.
- 2. Receive a presentation and discuss:
 - 2015 International Building Code
 - 2015 International Existing Building Code
 - 2015 International Residential Code
 - 2015 International Energy Conservation Code
 - 2015 International Mechanical Code
 - 2015 International Plumbing Code
 - 2015 International Fuel Gas Code
 - 2015 International Property Maintenance Code
 - 2015 International Swimming Pool and Spa Code
 - 2014 National Electrical Code
- 3. Receive a presentation and discuss the Stormwater Ordinance.
- 4. Adjourn.

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2015 I-Codes Adoption

May 2018

Codes

- 2015 International Building Code
- 2015 International Existing Building Code
- 2015 International Residential Code
- 2015 International Energy Conservation Code
- 2015 International Mechanical Code
- 2015 International Plumbing Code
- 2015 International Fuel Gas Code
- 2014 National Electrical Code
- 2015 International Property Maintenance Code - new
- 2015 International Swimming Pool and Spa Code – pulled from IBC and IRC





Code Updates

- 2009 Building Codes—Currently in use
- 2008 Electrical Code—Currently in use
- Codes updated every 3 years
 - Building Codes: 2009, 2012, 2015, 2018
 - Electrical Codes: 2008, 2011, 2014, 2017
- 2012 not used by many in our region
- 2015 adopted by Copperas Cove, Killeen, Harker Heights (Belton under 2015 Fire Code)
- 2018 recently released—not vetted

Code Update Proposed

- Review the significant code changes:
- 2009 to 2015 I-Codes
- 2008 to 2014 NEC





2015 Fire Code (Chapter 11) By Fire Marshal's Office

Benefits of Adopting New Codes

- Provide consistency with adopted Fire Code overlap between Fire Code and Building Codes
- Provide the <u>highest quality</u> codes, standards and products in which to construct.
- Protect the <u>health</u>, <u>safety</u> and <u>welfare</u> of our citizens by creating safe buildings and community.
- Provide standards for <u>energy-efficient</u> buildings.
- Provide consistent codes across Region.
- Maintain and Possibly Improve our ISO Rating.

ISO's Building Code Effectiveness Grading Schedule (BCEGS)

- Assesses the building codes in effect.
- Well-enforced, up-to-date codes demonstrate less loss experience during natural hazards.
- Benefits are safer buildings, less damage and lower insured losses from catastrophes.
- Grading is based upon adoption of newer codes; level of certified staff; use of check list in plans review and inspections; and level of enforcement (Stop Work).

ISO's Building Code Effectiveness Grading Schedule (BCEGS)

- Adoption of these codes will allow City of Belton to:
 - Maintain Class 5 for 1 & 2 Family Residential Property
 - Improve to Class 4 for Commercial and Industrial Property
- GCEGS classifications may be used by insurers to offer premium discounts
- GCEGS classifications used by FEMA to rank funding applications

Proposed Adoption Schedule

May 8: May 10: May 10 – June 12:

May 17: May 22: May 25:

June 12:

June 26:

Oct 1:

Council Workshop

Newspaper Notice of May 22nd CC Meeting Information available to public...post on website and send letters to stakeholders Hold public workshop **Council Meeting**—public hearing/discussion Newspaper Notice of June 12th CC Meeting **Council Meeting**—2nd public hearing and proposed adoption **Council Meeting** if needed for late-June deadline **Effective Date**

2015 International Residential Code



2012/2015 IRC

Chapter 3 Building Planning and Construction

CHANGE SUMMARY:

R308.4.6 Glazing **Adjacent Stairs and Ramps.** For **glazing** not to be considered to be in a hazardous location the **minimum** height above a tread at the side of a stairway is now 36."



2015 IRC

Chapter 3 Building Planning and Construction

CHANGE SUMMARY:

R315.2 Where required.

A carbon monoxide alarm is required in bedrooms when there is a fuel-fired appliance in the bedroom <u>or</u> adjoining bathroom.





Carbon monoxide alarm



2015 IRC

Chapter 4 Foundations

CHANGE SUMMARY:

R404.4 Retaining walls.

Freestanding **retaining walls** not supported at the top, with <u>more than</u> **48 inches** of unbalanced backfill must be designed by an <u>engineer</u>.

Retaining walls resisting <u>additional</u> lateral loads <u>and</u> with <u>more than</u> **24 inches** of unbalanced backfill must also be designed in accordance with **accepted engineering practice**.



2015 IRC

Chapter 6 Wall Framing

CHANGE SUMMARY:

TABLE R602.10.3(1) Bracing Requirements Based on Wind Speed.

Values in Table R602.10.3(1) for required <u>minimum</u> bracing length changed slightly as the new **ultimate design wind speeds** were used to calculate bracing.

Previously, there were **four** wind speed categories—85, 90, 100, and 110 mph.

Now there are **five** categories— 110, **115**, 120, 130, and 140 mph.



2012 & 2015 IECC – Residential

International Energy Conservation Code

R402.1.2 Insulation and Fenestration Requirements

R-Value	2009	2012	2015
Attic	R30	R38	R38
Wood	R13	R13	R13
Frame			
Wall			
Wood	R13	R13	R13
Floor			
U-factor	0.65	0.40	0.40
Skylight	0.75	0.65	0.65
SHGC	0.30	0.25	0.25

2012 & 2015 IECC - Residential R402.4 Air Leakage (Mandatory)

The 2012 IECC deleted the option to *inspect* or *test* for air leakage. It is now mandatory to perform both and the code increased the tightness requirements.

In most cases, mechanical ventilation will be required in houses that meet the air tightness requirements.



A blower door is used to test the tightness of the house

2012/2015 IRC International Residential Code Chapter 3 Building Planning and Construction

CHANGE SUMMARY:

R303.4 Mechanical **Ventilation.** Where the **air** infiltration rate of a dwelling unit is less than 5 air changes/hour when tested with a blower door at a pressure of **0.2 inch w.c.** (50 Pa), the dwelling unit shall be provided with whole house mechanical ventilation in accordance with Section M1507.3.



Residential Plumbing Chapter 25-33

P2804.6.1 The T&P relief valve discharge pipe termination must have an air gap.

PEX and **PE-RT** tubing

used for relief valve discharge piping must be one size larger than the **T&P valve discharge outlet** and the outlet end of the tubing <u>must</u> be fastened in place.



Air gap above flood rim level of floor drain, floor sink, or hub drain

Residential Plumbing Chapter 25-33

P3201.2 Trap seal

protection against evaporation can now be: Trap seal primer valves supplied with nonpotable water and **Barrier-type trap** seal protection devices.



A barrier-type trap seal protection device is one of four methods of protecting the floor drain trap seal from evaporation.

2014 NEC--Residential Electrical National Electrical Code

State Law:

- State adopted the 2014 NEC Sept 01, 2014
- <u>All</u> licensed electricians must wire to **2014 NEC**
- Local municipalities may <u>not</u> reduce requirements of the state adopted code.
- Local municipalities may create local amendments that are <u>more</u> stringent.



2014 NEC 210.8(A)(10) – GFCI for Laundry Areas

GFCI protection is required for all 125 volt, single phase 15- and 20amp receptacles installed in Laundry Areas.

(Note: Laundry area is not defined)





2014 NEC 210.8(D) – **GFCI for Dishwashers**

<u>GFCI protection</u> shall be provided for outlets that supply <u>dishwashers</u> installed in dwelling unit locations.





2014 NEC 210.12(A) AFCI Protection

The list of rooms in dwelling units has been expanded to <u>include</u>:

Kitchens

Laundry rooms

(Leaves bathroom & garage)



210.12(A) AFCI Protection 0 đb 0 Kitchen Laundry harry room area σ a Ċ. Ľ3 O Garage 0 ø Dining đă \mathbf{c} Green shadeo 0 area = AFC O required area Cieset 0 Living room Bedroom 🖨 0 0 Bedroom 22 0 AFCI protection expanded to kitchen and laundry areas

2014 NEC 680.73 Hydromassage Bathtubs - Accessibility

Hydromassage bathtub electrical equipment shall be accessible without damaging the structure or finish. Cord & plug connected motor's receptacle shall be located within **1** foot of service opening.



2015 IPC (Commercial) International Plumbing Code



Example of some changes on following slides

2015 IPC

Chapter 4 – 403.3 Required public toilet facilities.

CHANGE SUMMARY:

Structures and tenant spaces intended for **quick transactions**, including takeout and pickup & dropoff having a <u>public</u> access area **300** sq ft or less is <u>not</u> required to have **public restrooms**.



2015 IPC

Chapter 6 – 607.3 Thermal expansion control

CHANGE SUMMARY:

The <u>only</u> available method to control **closed-system** pressure increases caused by the **heating of water** has been limited to the use of **thermal expansion tanks.** Where the cold water supply to a storage water heating system passes through a backflow preventer, a check valve or a required pressure reducing valve, thermal expansion control is required ____



Thermal expansion control required

2015 IPC

Chapter 10 – 1002.4.1.4 Barrier-type trap seal protection device.

CHANGE SUMMARY:

A **barrier-type** trap seal protection device shall protect the floor drain trap seal from evaporation.

When water runs into the floor drain, the insert allows the water to pass and then closes to significantly reduce evaporation of the trap seal.

ASSE 1072



2015 IFGC (Commercial) International Fuel Gas Code



Example of some changes on following slides

2015 IFGC Chapter 3 – 310.1.1 CSST

CHANGE SUMMARY:

CSST shall be <u>bonded</u> to the electrical service grounding electrode system.



2015 IFGC

Chapter 4 – 403.6 Plastic pipe, tubing and fittings

CHANGE SUMMARY:

PVC and **CPVC** pipe are expressly <u>prohibited</u> materials for supplying fuel gas.

Can use approved polyethylene gas piping listed by ASTM D 2513



2015 IFGC

Chapter 4 – 411.1.1 Commercial cooking appliances

CHANGE SUMMARY:

Movement of commercial cooking appliances with casters shall be limited by a restraining device.



New Water Heater Standards April 16, 2015



2 to 8 inches taller 2 to 6 inches wider Up to 35% cost increase





2015 IMC (Commercial) International Mechanical Code



Example of some changes on following slides

2015 IMC

Chapter 3 – 304.11 Fall Arresting Restraint Systems

CHANGE SUMMARY:

The code allows for fallarresting restraint systems to be installed instead of guard rails on roof tops.



2012/2015 IMC

Chapter 3 – 306.5 Equipment on Roofs / Elevated Structures

CHANGE SUMMARY:

Permanent access is required to equipment and appliances on a roof or elevated structure higher than **16 feet** above grade. Such access shall not require the use of portable ladders.


2015 IMC

Chapter 5 – 502.20 Manicure and Pedicure Station Exhaust

CHANGE SUMMARY:

Pedicure stations are now required to have exhaust systems the same as **manicure** stations. The exhaust system must be located within **12 inches** from the point of chemical application.





2015 IMC

Chapter 11 – 1102.3 Access Port Protection

CHANGE SUMMARY:

Locking caps are required whenever refrigerant is <u>added</u> or <u>recovered</u> from refrigeration <u>or</u> air conditioning systems.

Unless the ports are located indoors, on roofs with restricted access or behind barriers.





Commercial Energy



2015 IECC Commercial International Energy Conservation Code C103.2 Information on Construction Drawings

- **1.** Insulation materials and their R-values.
- 2. Fenestration U-factors and solar heat gain coefficients (SHGCs).
- 3. Mechanical system design criteria.
- 4. Water heating system and equipment types, sizes and efficiencies.
- 5. Economizer description.

- 6. Equipment and system controls.
- 7. Fan motor horsepower (hp) and controls.
- 8. Duct sealing, duct and pipe insulation and location.
- **9. Lighting** fixture schedule with wattage and control narrative.
- 10. Location of daylight zones on floor plans.
- **11.** Air sealing details.

2015 IECC Commercial Figure C301.1 Climate Zones (Bell Co = 2(A) Moist / Warm-Humid)



2015 IECC Commercial C402.1.1 Low Energy Buildings

CHANGE SUMMARY:

- Low energy buildings are <u>exempt</u> from the building thermal envelope requirements.
- Energy usage less than
 3.4 Btu/h ft2
- 1.0 watt per sq ft of floor area for space conditioning purposes
- No conditioned space



Greenhouses were added to the list of Low Energy Buildings.

2012 & 2015 IECC Commercial C402.1.3 Opaque Thermal Envelope Insulation

CHANGE SUMMARY:

Table C402.1.3

(Prescriptive) has some changes.

Commercial buildings include hotels and residential buildings over 3 stories in height

R-Value	2009	2012	2015
Attic	R30	R38	R38
Wood	R13	R13 + 3.8 ci	R13 + 3.8 ci
Frame Wall		<u>or</u>	or
		R20	R20
Wood Floor	R13	R13 + 3.8 ci	R13 + 3.8 ci or
		<u>or</u> R20	R20
Insulation	R20ci	R20ci	R25ci
at Roof Deck			

Commercial Building Code



Example of some changes on following slides





2012/2015 IBC

Chapter 4 Special Use and Occupancy

CHANGE SUMMARY:

419 Live Work Area

A dwelling unit or sleeping unit in which a significant portion of the space includes a <u>non</u>residential use that is operated by the tenant.



3,000 sq ft max 50% NR area First or main floor Up to 5 employees



2015 IBC

International Building Code

Chapter 9 Fire Protection Systems

CHANGE SUMMARY:

[F] 907.2.3 Group E. Manual fire alarm systems in Group E occupancies are required where the occupant load exceeds 50. Emergency voice/alarm communication (EVAC) system are required where the occupant load exceeds 100.





2012 IBC

Chapter 9 Fire Protection Systems

CHANGE SUMMARY:

[F] 903.2.7 Group M.

An automatic sprinkler system shall be provided throughout all buildings containing a **Group M** occupancy where ... used for the display and sale of upholstered furniture or mattresses exceeds 5,000 sq ft.



2012/2015 IBC

Chapter 10 Means of Egress

CHANGE SUMMARY:

1011.2 Floor-level exit signs in Group R-1.

Where **exit signs** are required in Group R-1 ... <u>additional</u> **low-level exit signs** shall be provided in all areas serving **guestrooms**.

The <u>bottom</u> of the sign shall be between **10** to **12**" above the floor level, <u>flush</u> <u>mounted</u> to the door or wall and be within **4**" of the door frame on the <u>latch</u> side.



2015 IPMC

International Property Maintenance Code



Example of some changes on following slides

2015 IPMC

Chapter 1 – Scope and Administration

CHANGE SUMMARY:

Sec 107.6 Transfer of ownership. If a NOV has been served, then it is unlawful to sell, lease or transfer the property to another without first complying with the **NOV** or submit a notarized statement that the new owner accepts responsibility for making the corrections or repairs.



2012/2015 IPMC

Chapter 3 – 304 Exterior Structure

CHANGE SUMMARY:

304.15 Doors. All exterior doors <u>and</u> hardware shall be maintained in good condition.

304.19 Gates. All exterior gates <u>and</u> hardware shall be maintained in good condition.



2015 IPMC

Chapter 6 – 602 Heating Facilities

CHANGE SUMMARY:

602.2 Residential Occupancies.

Cooking appliances and portable unvented fuelburning space heaters shall <u>not</u> be used to provide **required heating**.





Min 68 ° F

2015 IPMC

Chapter 6 – 605 Electrical Equipment

CHANGE SUMMARY:

605.4 Wiring.

Flexible cords shall <u>not</u> be used for permanent wiring and cannot run through doors, windows, cabinets, or be concealed in walls, floors and ceilings.







2015 ISPSC International Swimming Pool and Spa Code



No significant changes, just its own code now, pulled from IBC & IRC



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Contact Info

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Questions?





Stormwater Ordinance

COUNCIL WORKSHOP

Purpose of the Ordinance

- TCEQ requires the City to develop a stormwater ordinance, per the City's MS4 permit, to address the following:
 - General stormwater management
 - Erosion and sedimentation control
 - Construction and post-construction stormwater runoff control
 - > Illicit discharge prevention
- The City currently does not have a stormwater ordinance. Enforcement of stormwater management has been done through the development and inspection processes.
- The proposed ordinance addresses concerns with grass clippings in the roadway.

Stormwater Ordinance General Requirements

Purpose

- To prevent damage and protect water quality due to erosion or other pollutants.
- Confirms Texas Water Code requirements: To require infrastructure to maintain a net zero increase in stormwater runoff.
- Applies to all within the Belton City Limits and to all land disturbing activities.
 - Exempt: Additions or modifications to single family homes and land under active agricultural use (designated by City's current zoning)

- Defines Stormwater Pollution Protection Plan (SWPPP) requirements.
 - SWPPP is required for anything that disturbs >1 acre of land
- Erosion control measures must stay in place until 70% vegetation is established.



Construction and Post-Construction Stormwater Runoff

- Purpose: mitigate increases in stormwater runoff for a net zero discharge, minimizes nonpoint source pollution.
- Anything that disturbs >1 acre, a drainage management plan is required.
 - Drainage management plan shows the pre-development runoff, post-development runoff, proposed infrastructure, silt fencing, etc.
- Inspection
 - All erosion control devices shall be inspected prior to starting construction/breaking ground.

- Maintenance agreements are required for privately owned & maintained facilities.
 - Agreements shall be between the City & HOA or the City & property owner.
 - Must state maintenance requirements and schedule.
 - Must require periodic inspections by HOA/property owner and the City.
 - Required prior to final plat approval.



Illicit Discharge Prevention

- 'Illicit discharge' is anything that gets in the stormwater that is not simply stormwater with the exception of waterline flushing, runoff from irrigation, groundwater, residential vehicle washing, street sweeping water, fire fighting activities, etc.
- An illicit discharge is the following that may cause or contribute the City to violate a water quality standard: motor oil, industrial waste, hazardous substances, garbage, yard waste, sewer, commercial carwash facility runoff, wash down that includes soap or solvent, swimming pool water (with chlorine residual of 0.1 mg/L or more), etc.



- Yard waste must be removed from roadways and any impervious areas after yard maintenance is performed so as to prevent or minimum yard waste being caught in stormwater runoff.
- Defines yard waste as: Leaves, grass, grass clippings, bushes, shrubs, yard and garden debris, and brush that results from yard and landscaping maintenance and land-clearing operations.

Enforcement

- City has right to enter premises of any person discharging stormwater to determine if they are in compliance.
- Violations
 - Warning notice may be provided for voluntary compliance.
 - Notice of Violation owner has 10 days to submit explanation and plan to correct the issue, 30 days to fix it.
 - Stop Work Order may be issued for any construction activity.
 - Emergency action may be taken by the City.
 - After reasonable notice, the City may correct a violation of this ordinance and access owner for the cost of the repair and any penalties; cost of work shall be a lien on the property.

- Appeals: petition to Director of Public Works to reconsider.
 - > Then, appeal to City Manager.
- Penalties
 - If substantial danger of injury or adverse health impact to any person or to the property of any person, the city may obtain a temporary or permanent injunction, as appropriate, against the owner or operator that prohibits specific conduct and/or requires specific conduct that is necessary for compliance.
 - Criminal penalties: Knowingly violates the ordinance, Class C misdemeanor and a fine of up to \$2,000 may be imposed.

Does this affect existing businesses, residents, or future development?

- Items currently done in practice
 - Drainage plans for new developments.
 - > Net zero runoff when increasing impervious area.
 - > SWPPPs for construction projects.
 - Erosion control for all projects.
 - Requests for voluntary compliance.
- New items
 - > Maintenance agreements are clarified.
 - > Yard waste is required to be removed from impervious surfaces.
 - > Illicit discharges are defined.
 - Violation options and penalties.

What's Next

- Answer questions/concerns from Council
- Conduct public hearing
- Consider adoption of the ordinance on May 22, 2018

ORDINANCE NO. <u>2018-13</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ADDING CHAPTER 25 OF THE CODE OF ORDINANCES ESTABLISHING UNIFORM RULES AND REGULATIONS GOVERNING STORMWATER MANAGEMENT IN THE CITY OF BELTON; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SERVERABILTY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Municipal Separate Storm Sewer Systems (MS4) state that a municipality must develop and implement a stormwater ordinance to properly enforce the rules and regulations of the State for all connections to and discharged to the MS4; and

WHEREAS, the TCEQ Rules and Regulations for MS4s state that a municipality must implement construction site stormwater runoff controls to require erosion and sediment controls, as well as sanctions to ensure compliance, in order to prevent or minimize water quality impacts; and

WHEREAS, the TCEQ Rules and Regulations for MS4s state that a municipality must implement a post-construction stormwater management ordinance in order to address stormwater runoff from new developments and redevelopment projects to ensure the proper controls are in place to prevent or minimize water quality impacts; and

WHEREAS, illicit discharges can lead to degradation of the water quality of the waterways, and MS4s must adopt an illicit discharge detection and elimination ordinance to prohibit and eliminate illicit discharges; and

WHEREAS; the purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Belton through the regulation of non-storm and stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law; and

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

The City of Belton City Council hereby adopts a Stormwater Management Ordinance for the City of Belton.

PART 1: Chapter 25 "Stormwater Management" of the Code of Ordinances of the City of Belton, Texas, is hereby added to read as follows:

ARTICLE I. – GENERAL STORMWATER MANAGEMENT REQUIREMENTS AND EROSION AND SEDIMENTATION CONTROL

Sec. 25-1. - Intent.

- (a) During the construction process, soil is highly vulnerable to erosion by wind and water. Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. Eroded soil also necessitates the cleaning and repair of storm sewers and open channels. In addition, land disturbances during construction cause the loss of native vegetation necessary for terrestrial and aquatic habitat.
- (b) As a result, the purpose of this local regulation is to safeguard persons, protect property, and prevent damage to the environment in the City. This ordinance will also promote the public welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any residential and non-residential subdivision development and applicable City projects or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in the City.
- (c) In the event impervious area is proposed or added, drainage infrastructure and BMPs shall be in place in order to maintain zero net increase in stormwater runoff rates and to insure no negative impacts attributable to new development and redevelopment.

Sec. 25-2. - Lands to which this Article applies and applicability.

- (a) This ordinance shall be applicable to all subdivisions, both residential and non-residential. The ordinance also applies to land disturbing activities that are also part of a common plan.
- (b) All plans must be reviewed by the Director to ensure that established water quality standards will be maintained during and after land disturbing activity of the site and that post construction runoff levels are consistent with any local and regional watershed plans.
- (c) To prevent the adverse impacts of stormwater runoff, the City has developed a set of performance standards that must be met at new development sites. These standards apply to any construction activity disturbing one (1) acre or more of land. The following activities are exempt from these stormwater performance criteria:
 - 1. Additions or modifications to existing single family structures; and
 - 2. Repairs to any stormwater treatment practice deemed necessary by the City.
- (d) When a development plan is submitted that qualifies as a redevelopment project, decisions on-site stormwater requirements shall be governed by the criteria found in Design Manual in effect at the time of redevelopment. This criterion is dependent on the amount of impervious area created by the redevelopment and its impact on water quality. Final authorization of all redevelopment projects will be determined after a review by the City.

- (e) A person engaging in any development activity one acre or larger, within the City limits, shall prepare a stormwater pollution prevention plan and submit information in conformance with this article, the City's current adopted Design Manual and applicable TCEQ requirements to the Director for approval. This article applies regardless of whether an owner is required to obtain a permit from the City to conduct such land disturbing or construction activity or not.
- (f) In determining if a project is five acres or smaller, the City will consider whether or not the development is a part of a common plan. A construction activity is a part of a common plan if it is completed in separate stages, phases or in combination with other construction activities. Common plans are often, but not solely identified by plats, drawings, contracts, zoning requests and building permits. Additionally, common plans may exist and erosion and sedimentation control may be required when there is more than one operator operating in one area, even though no single individual project is larger than five acres individually.
- (g) Lands under active agricultural use, as defined by the City's current zoning records, are exempted from the requirements of this section until such time that construction or modification to the exempted land begins so that the use of the land in whole or in part will change from agriculture to any other use. At that time, the land shall lose its agricultural exemption and become subject to the provisions of this article and the City's zoning ordinance.
- (h) The owner of the property on which the activity occurs, in addition to the person engaging in development activity, is responsible for violations of this article. Both the owner and the person engaging in the development activity shall be accountable for any erosion of the property or construction site which results in accumulation of sediment in streets and any waterway or other private properties from construction activity. Any accumulation or deposit of soil material beyond the limits of the property or in City streets or drainage facilities in an amount sufficient to constitute a threat to public safety and comfort or adversely impacts stormwater quality as determined by the City is declared a public nuisance and shall constitute a violation of this article.
- (i) The stormwater pollution prevention requirements of this article shall apply to all land areas considered to be part of the development activity.

Sec. 25-3. - Compatibility with other permit and ordinance requirements.

(a) This ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective

standards for human health or the environment shall be considered to take precedence.

Sec. 25-4. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Article, shall have the meanings hereinafter designated. Additionally, all references to any Federal or State regulation or act shall refer to the current regulation or act and any amendments thereto.

- (a) Agricultural stormwater runoff. Any stormwater or tail water runoff from orchards, cultivated crops, pastures, range lands, forest lands, and other nonpoint source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 Code of Federal Regulations (C.F.R.) § 122.23 or discharges from concentrated aquatic animal production facilities as defined in 40 C.F.R. § 122.24.
- (b) *Applicant* means a property owner or agent of a property owner who has filed a stormwater management plan.
- (c) *Best management practices (BMPs).* Best management practices include schedules of activities, prohibitions of practices, maintenance or monitoring procedures, structural controls, and other management practices to erosion, sediment and site control, both on and off a particular site
- (d) *Channel* means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.
- (e) *Clearing* is any activity that removes the vegetative surface cover. Vegetative cutting and mulching is exempted from this definition.
- (f) *Conveyance*. Curbs, gutters, natural and human-made or altered drainage channels or ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport stormwater runoff.
- (g) *Creek* is a waterway having 64 acres or greater of contributing drainage areas.
- (h) Detention or detention facility means the temporary storage of storm runoff and gradual release of stored water at controlled rates in a stormwater management practice with the goals of controlling peak discharge rates and providing gravity settling of pollutants.
- (i) *Developer* means a person who undertakes land disturbance activities.
- (j) *Director* means the Director of Public Works or his/her duly authorized representative or designee.
- (k) Domestic sewage means waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.
- (I) *Drainage easement* means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

- (m) *Drainage way* is any creek, stream, channel, swale, or low lying area that conveys surface runoff throughout the site.
- (n) *Erosion control* is a measure that prevents erosion.
- (o) *Extremely hazardous substance*. Any substance listed in the Appendices to 40 C.F.R. Part 355, Emergency Planning and Notification.
- (p) *Garbage*. Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- (q) *Grading* is the excavation or fill of material, including the resulting condition thereof.
- (r) Harmful quantity. The amount of hazardous substance the discharge or spill of which is determined to be harmful to the environment or public health or welfare or may reasonably be anticipated to present an imminent and substantial danger to the public health or welfare by federal law and by the state law.
- (s) *Hazardous substance*. A material where either of the following conditions are met:
 - 1. The elements, compounds, and hazardous wastes are listed in Table 302.4 of 40 C.F.R. Part 302; or
 - 2. A solid waste, as defined in 40 C.F.R. § 261.2, which is not excluded from regulation as a hazardous waste under 40 C.F.R. § 261.4(b), if it exhibits any of the characteristics identified in 40 C.F.R. § 261.20 through § 261.24 (e.g., ignitability, corrosivity, reactivity, or toxiCity).
- (t) Hazardous waste. Any waste identified or listed as a hazardous waste by the EPA under the Federal Solid Waste Disposal Act, as amended by Resource Conservation and Recovery Act (RCRA), 40 U.S.C. §§ 6901 et seq., or the Texas Solid Waste Disposal Act, Texas Health and Safety Code, Article 361 et seq.
- (u) *Hazardous waste treatment, disposal, and recovery facility.* All land, and structures, other appurtenances and improvements on the land, used for the treatment, disposal, or recovery of hazardous waste.
- (v) Illegal connection. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4 including, without limitation, any conveyances which allow any non-stormwater discharge including sewage, processed wastewater or wash water to enter the MS4.
- (w) *Illicit discharge*. Any discharge to the MS4 that is not entirely composed of stormwater, except discharges pursuant to this Article, State or Federal law and discharges resulting from emergency firefighting activities.
- (x) *Impervious cover* means those surfaces that cannot effectively infiltrate rainfall (e.g., building rooftops, pavement, sidewalks, driveways, etc.).

- (y) *Industrial.* Activities including manufacturing, processing, material storage, and waste material disposal (and similar activities where stormwater can contact industrial waste) at an industrial facility described by the TPDES Multi Sector General Permit, TXR050000, or by another TCEQ or TPDES permit.
- (z) *Industrial waste.* Any waterborne liquid or solid waste or substance that results from any process of industry, manufacturing, mining, production, trade or business as more specifically defined in 40 C.F.R. 122.26 (b)(14).
- (aa) Land disturbing activity means any activity, including but not limited to excavation, clearing, and grading, which disturbs the natural or improved vegetative ground cover so as to expose soil to the erosive forces of rain, stormwater runoff or wind for residential and non-residential subdivisions and applicable City projects. Land disturbing activity does not include any vegetative cutting and mulching. All installations and maintenance of franchise utilities such as telephone, gas, electric, etc., shall be considered land disturbing activities.
- (bb) *Landowner* means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.
- (cc) *Maintenance agreement* means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices. Maintenance agreements are to be recorded with land records and shall run with the property, regardless of ownership.
- (dd) Maximum extent practicable (MEP). The technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in stormwater discharges that was established by the Federal Clean Water Act § 402(p). A discussion of MEP as it applies to the MS4 is found at 40 C.F.R. § 122.34.
- (ee) Municipal separate storm sewer system (MS4). A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, inlets, gutters, ditches, natural and human-made or altered drainage channels, or storm drains) owned or operated by the City and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage and which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR § 122.2.
- (ff) *NPDES Permit.* A permit issued by EPA that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual, group or generally on an area-wide basis.
- (gg) *Non-point source*. Any source of any discharge of a pollutant that is not a point source.
- (hh) *Notice of Intent (NOI).* A written submission to the Executive Director of the TCEQ from an applicant requesting coverage under a general permit issued

by the TCEQ. Each NOI shall also be submitted to the appropriate MS4 operator receiving the permitted discharge.

- (ii) Notice of Change (NOC). A written notification to the Executive Director of the TCEQ from a permittee authorized under a general permit issued by the TCEQ providing changes to information that was previously provided in a notice of intent. Each NOC shall also be submitted to the appropriate MS4 operator receiving the permitted discharge.
- (jj) Notice of Termination (NOT). A written submission to the Executive Director of TCEQ from a permittee authorized under a general permit issued by the TCEQ seeking to terminate such permit coverage. Each NOT shall also be submitted to the appropriate MS4 operator receiving the permitted discharge.
- (kk) Oil is of any kind or in any form, including, but not limited to, petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include used oil, petroleum product, or oil designated as a hazardous substance in 40 C.F.R. § 302.4.
- (II) *On-site facility* means a stormwater management measure located within the subject property boundary.
- (mm) Operator. An entity or individual who meets one of the following conditions:
 - 1. The person or persons associated with a large or small construction activity that meets either of the following two criteria: (1) the person or entity having operational control over construction plans and specifications to the extent necessary to meet the requirements and conditions of a NPDES or TPDES permit; or (2) the person or entity having day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a Stormwater Pollution Prevention Plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other NPDES or TPDES permit conditions); or
 - 2. The owner, person or entity that is responsible for the management of an industrial facility subject to the provisions of a NPDES or TPDES permit.
- (nn) *Petroleum product.* A petroleum substance obtained from distilling and processing crude oil and that is liquid at standard conditions of temperature and pressure, and that is capable of being used as a fuel for the propulsion of a motor vehicle or aircraft, including but not limited to motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel. The term does not include naphtha-type jet fuel, kerosene-type jet fuel, or a petroleum product destined for use in chemical manufacturing or feedstock of that manufacturing.
- (oo) *Petroleum storage tank (PST).* Any one or combination of aboveground or underground storage tanks that contain petroleum products and any connecting underground pipes.
- (pp) *Phasing* is clearing a parcel of land in distinct phases, with the stabilization of each phase completed before the clearing of the next.
- (qq) *Point source.* Any discernable, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff (40 CFR 122.22).
- (rr) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; motor oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; noxious or offensive matter of any kind; biochemical oxygen demand (BOD); sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation); oil and grease; and any pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the MS4 (40 CFR 122.32(e)(3)). The term "pollutant" does not include tail water or rainwater runoff from cultivated or uncultivated rangeland, pastureland and farmland.
- (ss) *Pollution*. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the State or U.S. that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to public health, safety, or welfare, or impairs the usefulness of the public enjoyment of the water for any lawful or reasonable purpose.
- (tt) *Premises.* Any site and/or facility, as defined under this Article, or building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips, owned or operated by a person from which there has been, is or may be a discharge.
- (uu) *Private Amenities and Private Amenity Structures* include but are not limited to, fencing, landscaping, irrigation systems, detached garages, sheds, swimming pools, retaining walls, decks and recreational courts or other similar structures.
- (vv) Redevelopment means any construction, alteration or improvement exceeding one acre in area where existing land use is high density commercial, industrial, institutional or multi-family and single family residential.

- (ww) *Release*. Any spilling, leaking, pumping, pouring, emitting, emptying, injecting, escaping, leaching, dumping, or disposing of a pollutant or contaminant into the MS4 or water in the State or U.S.
- (xx) Reportable quantity (RQ). For any "hazardous substance," the quantity established and listed in Table 302.4 of 40 C.F.R. Part 302 (except for any discharge into water in the State where the Final RQ threshold is greater than 100 pounds, in this case the RQ threshold shall be 100 pounds); for any "extremely hazardous substance," the quantity established in 40 C.F.R. Part 355 and listed in Appendix A thereto.
- (yy) Sediment control is any measure that prevents eroded sediment from leaving the site.
- (zz) Sewage (or sanitary sewage). The domestic sewage and/or industrial waste that is discharged into the City sanitary sewer system and passes through the sanitary sewer system to a publicly-owned treatment works.
- (aaa) *Site* is a parcel of land or a contiguous combination thereof, where grading work is performed as a single unified operation.
- (bbb) Stabilization is the use of practices that prevent exposed soil from eroding.
- (ccc) *Start of construction* is the first land-disturbing activity associated with a development, including land preparation such as clearing, grading, and filling; installation of streets and walkways; excavation for basements, footings, piers, or foundations; erection of temporary forms; and installation of accessory buildings such as garages.
- (ddd) *Stop work order* means an order issued which requires that all construction activity on a site be stopped.
- (eee) Stormwater discharge associated with industrial activity. Stormwater runoff that exits any system that is used for collecting and conveying stormwater that originates from manufacturing, processing, material storage, and waste material disposal areas (and similar areas where stormwater can contact industrial pollutants related to the industrial activity) at an industrial facility described by the applicable TPDES.
- (fff) Stormwater management means the use of any structural or non-structural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.
- (ggg) Stormwater pollution prevention plan (SWPPP). A plan required by a NPDES or TPDES permit that describes and ensures the implementation of BMPs that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the regulated facility to water in the State and U.S.
- (hhh) Stormwater runoff means flow on the surface of the ground, resulting from precipitation.
- (iii) *Tail water.* The runoff of irrigation water from the lower end of an irrigated field.

- (jjj) TPDES permit. A permit issued by the State through the TCEQ, predecessor or any successor agency, under the authority delegated by EPA pursuant to 33 U.S.C § 1342(b) (Federal Clean Water Act) and pursuant to the Texas Water Code that authorizes the discharge of pollutants to water in the State or U.S., whether the permit is applicable to a person, group, or generally on an area-wide basis.
- (kkk) Used oil (or used motor oil). Any oil that has been refined with crude oil, or any synthetic oil, that has been used, and, as a result of use, is contaminated by physical or chemical impurities.
- (III) *Vehicle*. For purposes of this Article vehicle includes any vehicle held for personal use including automobiles, trucks, recreational vehicles, motorcycles of any type and boats or personal watercrafts.
- (mmm) *Watercourse*. A watercourse includes a drainage path or way or the channel of a stream, to include, without limitation, waters in the State or U.S., in which water flows within a defined bed and banks, even though the same may be slight, imperceptible or even absent in places, and originates from a definite source or sources. The water need not always be present and may be intermittent if the latter occurs with some degree of regularity, depending on the characteristics of the sources (i.e. water is present or flowing during and/or after a rainfall event). Watercourse also means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.
- (nnn) Water in the State and Waters of the United States. Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state, except that water in treatment systems which are authorized by State or Federal law, regulation or permit, and which are created for the purpose of waste treatment are not considered to be water in the State. Any water characterized as:
 - 1. All waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
 - 2. All interstate waters, including interstate wetlands;
 - 3. All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sand flats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:

- i. that are or could be used by interstate or foreign travelers for recreational or other purposes;
- ii. from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
- iii. that are used or could be used for industrial purposes by industries in interstate commerce;
- 4. All impoundments of waters otherwise defined as waters of the United States under this definition;
- 5. Tributaries of waters identified in paragraphs (a) through (d) of this definition;
- 6. The territorial sea; and
- 7. Wetlands adjacent to waters (others than waters that are themselves wetlands) identified in paragraphs (1) through (7) of this definition.
- 8. Waste treatment systems including treatment ponds or lagoons designed to meet the requirements of the Federal Clean Water Act are not waters of the United States. This exclusion applies only to manmade bodies of water that neither were originally created in waters of the United States (such as disposal area in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding Clean Water Act jurisdiction remains with EPA.
- (000) *Water quality standards*. Provisions that consist of a designated use or uses for the water in the State and water quality criteria for such waters based upon such uses. Water quality criteria consist of narrative provisions and numerical criteria deemed by the State to be necessary to protect those uses, as specified in 30 Texas Administrative Code (TAC) Article 307.
- (ppp) *Waterway* is any channel that directs surface runoff to a watercourse or to the public storm drain. This includes natural and manmade creeks, streams, swales and channels.
- (qqq) *Wetlands*. Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.
- (rrr) Yard waste. Leaves, grass, grass clippings, bushes, shrubs, yard and garden debris, and brush that results from yard and landscaping maintenance and land-clearing operations.

Sec. 25-5. - City of Belton and Design Manual.

(a) This article is cumulative of the regulations found in the Design Manual which describes in detail the technical procedures to be used to comply with the provisions contained in this article. Although the intention of the manuals is to establish uniform design practices, it neither replaces the need for engineering judgment nor precludes the use of information not presented.

Sec. 27-6. - Stormwater pollution prevention measures required.

- (a) The Texas Commission on Environmental Quality (TCEQ) regulates stormwater discharges from construction sites. Prior to initiating any development activity, a person shall review the state requirements to determine the current requirements. All TCEQ requirements for stormwater protection from construction activity must be followed.
- Sec. 25-7. Stormwater Pollution Prevention Plan.
 - (a) A SWPPP must be developed in accordance with the requirements of the general permit for all construction activity which disturbs one acre or more. The SWPPP must be prepared by or under the direction of a licensed professional engineer indicating the specific measures and sequencing to be used to control sediment and erosion on a development site during and after construction.
 - (b) Each person, including an owner, engaging in land disturbing or development activity shall implement and maintain the stormwater pollution prevention measures shown on its approved stormwater pollution prevention plan in order to minimize the erosion and the transport of silt, earth, topsoil, and other stormwater pollutants by water runoff or construction activities, beyond the limits of the owner's site onto City streets, drainage easements, drainage facilities, storm drains of other City property prior to beginning any development activity.
 - (c) A SWPPP required by this article shall clearly identify the property where land disturbing activity will take place, and the location of all stormwater pollution prevention measures to be installed and maintained throughout the duration of the development for which that plan is submitted.
 - (d) An erosion and sediment control plan is not required for the following:
 - 1. Areas under active agriculture use, as defined by the City's current zoning records;
 - 2. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources; or
 - 3. Existing nursery and agricultural operations conducted as a main or accessory use;
 - 4. A legally permitted land fill operation; or
 - 5. Vegetative cutting and mulching.

Sec. 25-8. - Development Compliance.

- (a) To obtain coverage under the general permit for stormwater discharges from construction activities between one and five acres into the City's storm drainage system the following are required:
 - 1. Prepare and implement the SWPPP;
 - 2. Post Site Notice; and
 - 3. Submit required copies to the Director, including NOT.
- (b) To obtain coverage under the general permit for stormwater discharges from construction activities five acres or more into the City's storm drainage system, the following is required:
 - 1. Prepare and implement the SWPPP;
 - 2. Submit NOI to TCEQ and City;
 - 3. Post NOI and Site Notice; and
 - 4. Submit required copies to the Director, including NOT.
- (c) Phasing. When phasing is requested, the erosion plan in each phase must be established, reviewed and approved by the Director prior to the start of any subsequent phase, and shall be allowed only when there are no outstanding stormwater pollution prevention violations for the development for which the request is made.
- (d) Erosion Control Devices. In addition to the other requirements of this article, when construction or land disturbing activities are conducted as part of a development, the developer for such subdivision shall continue to maintain all temporary stormwater pollution prevention devices until permanent erosion control has been established on all those lots within the subdivision for which a building permit has not been issued and at least 70 percent of the native background vegetative cover in unpaved areas, as determined by the City engineer, has been achieved.
- (e) Transfer of Property by Developer. If the developer sells all of the lots in a subdivision to one purchaser, that purchaser:
 - 1. Becomes the developer for the subdivision; and
 - 2. Is liable for a violation of this article.

Sec. 25-9. – Inspection, Compliance Monitoring, and Right of Entry.

- (a) The owner or developer shall make regular inspections of all control measures. The purpose of such inspections will be to determine the overall effectiveness of the control plan and the need for additional control measures. All inspections shall be documented in written form and kept on file available for viewing upon request.
- (b) The Director shall have the right to enter the premises of any person discharging into the MS4 or to waters in the State or U.S. to determine if the

person is complying with all requirements of this Article. A person shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties necessary to ensure compliance with this Article. A person shall make available to the Director, upon request, any NOIs, NOCs, NOTs, SWPPPs and any modifications thereto, self-inspection reports, and any other records, reports, or other documents related to compliance with this Article or compliance with any State or Federal stormwater discharge permit. (State law reference: Texas Water Code § 26.173.)

- 1. Where a person has security measures in force that require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel or employees so that, upon presentation of suitable City issued identification, the Director shall be permitted to enter without unreasonable delay, which shall be defined as delays in excess of forty-eight (48) hours of the initial request and shall be considered a violation of this Article.
- 2. The Director shall have the right to set up on the person's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the person's operations related to all discharges regulated by this Article.
- 3. If the Director has reason to believe that there is an actual or potential illicit discharge associated with a premises, the Director may require any person to conduct specified sampling, testing, analysis, and other monitoring of such premises' discharges, and may specify the frequency and parameters of any such activities necessary to ensure compliance with this Article. All required sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition. All such activities shall be at the person's sole expense.
- 4. Any temporary or permanent obstruction that obstructs safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the person at the written or verbal request of the Director and shall not be thereafter replaced. The costs of providing such access shall be borne by the person.
- 5. When any new drainage control facility is installed on private property, or when any new connection is made between private property and a public drainage control system or sanitary sewer, the property owner shall grant to the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when there is a reasonable basis to believe that a violation of this ordinance is occurring or has

occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

Sec. 25-10. – Violations, Appeals, and Penalties.

- (a) Violations. No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this ordinance. A person performing work on a development commits an offense if the person conducts a land-disturbing or construction activity, and:
 - 1. Has not developed and implemented a SWPPP in accordance with TCEQ requirements for the location of the development;
 - 2. Fails to install stormwater pollution prevention devices or to maintain stormwater pollution prevention devices throughout the duration of land disturbing activities, in compliance with the SWPPP for the location where the violation occurred;
 - 3. Fails to remove off-site sedimentation that is a direct result of land disturbing activities where such off-site sedimentation results from the failure to implement or maintain stormwater pollution prevention devices as specified in an approved SWPPP for the location where the violation occurred;
 - 4. Allows sediment laden water to flow from a site without being treated through a stormwater pollution prevention device;
 - 5. Fails to maintain existing stormwater pollution prevention devices, including replacement of existing grass or sod; or
 - 6. Violates any provision of this section.
- (b) A responsible party is also in violation of this ordinance if the responsible party fails or refuses to meet the requirements of the maintenance covenant.
- (c) Warning notice. When the Director finds that any person has violated any provision of this article, the Director may serve upon that person a written or verbal warning notice, specifying the particular violation believed to have occurred and requesting that the person immediately comply with this article or any order so issued.
- (d) Notice of Violation (NOV). In the event the Director finds that any person has not complied with the warning notice or continues to violate any provision of this ordinance, a NOV shall be issued. When the Director determines that an activity is not being carried out in accordance with the requirements of this ordinance, the Director has the option to issue a written notice of violation to the owner of the property with or without a prior warning notice. Within ten (10) calendar days of the receipt of the NOV the person shall submit an explanation of the violation and a plan for the satisfactory correction and prevention of reoccurrence thereof, to include specific required actions and time lines for completion, to the Director. Upon receipt of that plan and

explanation, the responsible person shall have thirty (30) days to affect maintenance and repair of the facility in an approved manner. If the alleged violator denies that any violation occurred and/or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the Director within the same time period. Receipt of the NOV is presumed to occur ten (10) calendar days following the date the NOV is mailed or delivered.

- (e) Stop-Work Order; Revocation of Permit. In the event that any person holding an approved SWPPP or Drainage Management Plan pursuant to this ordinance violates the terms of the permit or implements site or land development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City may suspend or revoke the building or construction permit or verbally stop work on any or all construction activity.
- (f) Generally, nothing in this section shall limit the authority of the Director to take any action, including emergency action or any other enforcement action, without first issuing any other type of notice or order provided under this section. Compliance with any notice or order issued hereunder in no way relieves the alleged violator of liability for any violations occurring before or after receipt of any notice or order.
- (g) Reconsideration.
 - 1. Any person subject to a compliance order, stop work order or an emergency cease and desist order issued pursuant to this article may petition the Director to reconsider the basis for the Director's order within ten (10) calendar days of the affected person's receipt of such order.
 - 2. Failure to submit a timely written petition for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or review of the order.
 - 3. In its petition, the petitioning party must indicate the provisions of the order objected to, the reasons for the objection(s), any facts that are contested, the facts that support the petitioner's view of the facts, and any alternative terms of any order that the petitioner would accept.
 - 4. The effect of any compliance order shall be stayed upon the Director's receipt of the petition pending the Director's reconsideration of the petition unless the Director expressly makes a written determination to the contrary. The effectiveness of any stop work order or emergency cease and desist order shall not be stayed pending the Director's reconsideration unless the Director expressly makes a written determination to the determination staying such order.

- 5. Within ten (10) calendar days of receipt of a petition for reconsideration, the Director shall either (a) grant the petition and withdraw or modify the order accordingly; or (b) deny the petition and provide a written explanation detailing the reasons for the denial. The Director's determination shall be personally served upon the petitioner, or his agent, or mailed, certified, return receipt requested, to the petitioner.
- 6. Nothing in this section shall limit the authority of the Director to take any other enforcement action or prevent existing or further enforcement action from proceeding without first making the determination contemplated by this section.
- (h) Appeal.
 - Any person whose petition for reconsideration by the Director has not been granted in its entirety and who remains adversely affected by the Director's order may appeal the action of the Director to the City manager by filing a written appeal with the City secretary within ten (10) calendar days of receipt of the Director's decision. Receipt is presumed to occur five (5) calendar days following the date the determination is mailed.
 - 2. Failure to submit a timely written appeal to the City manager shall be deemed to be a waiver of further administrative review.
 - 3. In its written appeal to the City manager, the appealing party shall indicate the particular provisions of the order objected to, the particular determinations of the Director that are contested, the reasons that the Director's order and/or determinations are contested, and any alternative order that the appealing party would accept.
 - 4. The effect of the Director's order, as issued or modified, shall not be stayed pending the appeal to the City manager, unless the City manager expressly makes a written determination staying the order.
 - 5. Within thirty (30) calendar days of receipt of a written appeal to the City manager, the City manager shall consider the appeal and make a final written determination to the appellant. Such determination shall be personally served upon the appellant, or his agent, or mailed, certified, return receipt requested, to the appellant.
 - 6. Following final action by the City manager on the appeal, any adversely affected party may challenge such action by the City manager in an appropriate court of competent jurisdiction.
 - 7. Nothing in this section shall limit the authority of the Director to take any other enforcement action or prevent existing or further enforcement action from proceeding unless the same is expressly stayed by the City manager.
- (i) Penalties. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions

of this ordinance shall be required to bear the expense of such restoration. The City, after reasonable notice, may correct a violation of this ordinance by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater management facility in writing. After proper notice, the City may assess the owner(s) of the facility for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property.

- (j) Injunction. Upon a showing of substantial danger of injury or an adverse health impact to any person or to the property of any person other than the owner or operator, the City may obtain a temporary or permanent injunction, as appropriate, against the owner or the operator of a premises that:
 - 1. prohibits specific conduct that violates this article; and
 - 2. requires specific conduct that is necessary for compliance with any provision of this article. (State law reference: Texas Local Government Code § 54.016.)
- (k) Criminal penalties.
 - 1. Penalty. A person who violates, or causes or permits the violation of, any provision of this article, including knowingly making any false statement, representation, or certification in any application, record, report, plan, petition, appeal or other documentation filed, or required to be maintained, pursuant to this article, or any order issued hereunder, or who has falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this article, commits a Class C misdemeanor which shall be punishable under section 1-8 of this code. A fine not exceeding two thousand dollars (\$2,000.00) may be imposed for violation of the provisions of this article that govern fire safety or public health and sanitation. With respect to violations of this code that are continuous with respect to time, each day the violation continues is a separate offense. Proof of a culpable mental state, unless otherwise stated in this article, is not required for conviction of an offense under this article.
 - 2. Considerations. In determining the amount of any fine imposed hereunder, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the violation, corrective actions by the violator, the compliance history of the violator, the violator's knowledge, intent and/or negligence, and any other factor as justice requires.
- (I) Remedies nonexclusive. The remedies provided for in this article are not exclusive of any other remedies that the City may have under State or Federal law or other City ordinances, including other civil actions provided

under the Texas Water Code. The City may take any, all, or any combination of these actions against a violator. The City is empowered to take more than one enforcement action against any violator and these actions may be taken concurrently.

Sec. 25-11. - Severability.

The provisions and sections of this ordinance shall be deemed to be severable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

ARTICLE II. - CONSTRUCTION AND POST CONSTRUCTION STORMWATER RUNOFF CONTROL

Sec. 25-12. - Purpose.

The purpose of this ordinance is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing in watersheds within the City. This ordinance seeks to meet that purpose through the following objectives:

- (a) Mitigate increases in stormwater runoff from any land disturbing activity in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels;
- (b) Minimize increases in nonpoint source pollution caused by stormwater runoff from land disturbing activity which would otherwise degrade local water quality;
- (c) Minimize the total volume of surface water runoff which flows from any specific site during and following land disturbing activity to not exceed the preland disturbing activity hydrologic regime to the maximum extent practicable; and
- (d) Reduce stormwater runoff rates and volumes, soil erosion and nonpoint source pollution, wherever possible, through stormwater management controls and to ensure that these management controls are properly maintained and pose no threat to public safety.

Sec. 25-13. - Drainage management plan.

- (a) A drainage management plan is required for all land disturbing activities which disturb one (1) acre or more of land.
- (b) No application for a construction, building or other development permit will be approved unless it includes a drainage management plan (drainage plan) detailing how runoff and associated water quality impacts resulting from the land disturbing activity will be controlled or managed.

- (c) This plan must meet the submittal requirements outlined in this section, be sealed by a professional engineer and must indicate whether stormwater will be managed on-site or off-site. If on-site, the plan must include the specific location and types of BMP's to be used.
- (d) The drainage plan shall be developed and coordinated with the drainage plan and may be shown on the same sheet if applicable. It shall also be coordinated with the landscaping plan to prevent conflicts and assure compatible land use, if landscaping is a selected and approved BMP.
- (e) No building, construction, or other development permit shall be issued until a drainage plan has undergone a review and been approved by the City after determining that the plan is consistent with the requirements of this ordinance.

Sec. 25-14. - Drainage management plan requirements.

- (a) A drainage plan shall be required with construction and building permit applications and will include sufficient information to evaluate the environmental characteristics of the project site, the potential impacts of all proposed land disturbing activity of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The intent of this is to determine the type of stormwater management measures necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future land disturbing activity.
- (b) The following information, in addition to all requirements found within the City's Design Manual shall be included in the drainage plan:
 - 1. Plan. A map (or maps), a site layout, and a written description of the drainage plan and justification of proposed changes in natural conditions may also be required.
 - 2. Engineer Analysis. Sufficient engineering analysis to show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this ordinance and the specifications found within the Design Manual.
 - 3. Inventory. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site.
 - 4. Maintenance easements. The applicant must ensure access to all stormwater BMPs at the site for the purpose of inspection and repair by securing all the maintenance easements needed on a permanent basis. These easements will be recorded and will remain in effect even with transfer of title to the property.

- 5. Maintenance agreement. The applicant must execute an easement and an inspection and maintenance agreement in accordance with the specifications of this ordinance.
- 6. Identify maintenance entity.
- 7. If required, Maintenance and Repair Plan. The design and planning of all stormwater management facilities shall include detailed maintenance and repair procedures to ensure their continued function. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures, shall be included in the plan.
- (c) The City may also require a concept plan to consider the maximum development potential of a site under existing or future zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.
- (d) For land disturbing activity occurring on a previously developed site, an applicant shall be required to include within the drainage plan measures for controlling existing stormwater runoff discharges from the site in accordance with the standards of this ordinance to the maximum extent practicable.

Sec. 25-15. - Potential pollutants from land disturbing activity.

Potential stormwater pollutants from land disturbing activity may consist of but are not limited to total suspended solids, increased temperature, oil and grease, floatables (trash), nutrients (fertilizers), bacteria, metals, pesticides, and sediment (soil due to erosion).

Sec. 25-16. - Best Management Practices (BMPs).

It is the responsibility of the engineer to design BMPs that address site-specific conditions using the appropriate design criteria found in this code as well as the Design Manual.

Sec. 25-17. - Factors to be considered.

The following are example of factors that should be considered when evaluating and selecting BMPs for a land disturbing activity:

- (a) Effect of the land disturbing activity on runoff volumes and rates.
- (b) Potential pollutants from the land disturbing activity.
- (c) Percent of site treated by each BMP.

- (d) Effectiveness of the BMP on potential pollutants from the land disturbing activity.
- (e) Natural resources on the site.
- (f) Configuration of site, including existing waterways.

The following items are acceptable additional permanent BMPs to be utilized based on the size of the land disturbing activity and complying the Design Manual.

- (a) Permeable and semi-pervious pavement.
- (b) Discharge of roof drains to pervious surface.
- (c) Extended Detention Basins for Stormwater Quality Benefits.
- (d) Retention ponds.
- (e) Detention Pond Outlet for Erosion Protection and Stormwater Quantity Benefits.
- (f) Subsurface treatment devices.
- (g) Landscaping.
- (h) Preservation of existing tree canopy.
- (i) Other BMPs. Other BMPs and innovative designs will be considered when submitted to the Director with supporting calculations and references.

Sec. 25-18. - Maintenance agreements.

(a) All privately owned stormwater treatment practices shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. This agreement shall be between the City and the Home Owners Association or the City and the individual land owner and will include any and all maintenance easements required to access and inspect the stormwater treatment practices, and to perform routine maintenance as necessary to ensure proper functioning of the stormwater treatment practice. In addition, a legally binding covenant specifying the parties responsible for the proper maintenance of all stormwater treatment practices shall be secured prior to issuance of any permits for land disturbance activities. As part of the maintenance covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater management facility. The covenant shall also include plans for periodic inspections to ensure proper performance of the facility between scheduled cleanouts. All stormwater management facilities must undergo, at a minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this ordinance. Repair and maintenance needs may include; removal of silt, litter and other debris from all catch basins, inlets and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance needs found must be addressed in a timely manner, as determined or required by the City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater management facility.

- (b) Prior to the final plat approval or issuance of a building permit, whichever comes first, the applicant, owner, or developer of the site must execute a maintenance easement that shall be binding on all subsequent owners of land served by the stormwater management facility. The easement and agreement shall provide for access to the facility at reasonable times for periodic inspection by the City, or their contractor or agent, and for regular or special assessments of property owners to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this ordinance.
- (c) The City, at its sole discretion, in lieu of a maintenance covenant, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this chapter and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

Sec. 25-19. - Inspection.

Stormwater facility inspections shall comply with all requirements found within the Design Manual and the following:

- (a) The Director or designated agent may make inspections as hereinafter described and either shall approve that portion of the work completed or shall notify the landowner or agent wherein the work fails to comply with the drainage plan and/or SWPPP as approved. To obtain inspections, the landowner, applicant or developer shall notify the Director at least two working days before each of the following:
 - 1. Start of construction;
 - 2. Installation of post construction; and
 - 3. Final acceptance of public infrastructure, or prior to issuance of certificate of occupancy dependent upon respective development stage.
- (b) For all privately owned and maintained stormwater maintenance facilities the landowner or agent shall make regular inspections of all BMPs. The purpose of such inspections will be to determine the overall effectiveness of the stormwater infrastructure and BMPs and the need for additional control measures. All inspections shall be documented in written form and kept on file available for viewing upon request.
- (c) Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type

associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater treatment practices.

ARTICLE III. - ILLICIT DISCHARGE PREVENTION

Sec. 25-20. - Purpose.

The purpose of this Article is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to City's MS4 to the maximum extent practicable as required by Federal and State law. This Article establishes methods for controlling the introduction of pollutants into the City's MS4 in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit and the Texas Pollutant Discharge Elimination System (TPDES) permit processes. The objectives of this ordinance are to:

- (a) Regulate the contribution of pollutants or contaminants to the City's MS4 or the waters in the State or U.S. by any person;
- (b) Prohibit illicit discharges and illegal connections to City's MS4;
- (c) Prevent non-stormwater discharges, generated as a result of spills, releases, inappropriate dumping or disposal, to City's MS4;
- (d) Protect and preserve the functionality of water courses and ways located within the City; and,
- (e) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this Article.

Sec. 25-21. - General Prohibition and Requirements.

- (a) No person shall introduce or cause to be introduced into the MS4 any discharge that is not composed entirely of stormwater.
- (b) It is an affirmative defense to any enforcement action for violation of subsection (a) of this section that the discharge was composed entirely of one or more of the following categories of discharges:
 - 1. A discharge or flow from water line flushing;
 - 2. Runoff or return flow from lawn watering, landscape irrigation and other irrigation utilizing potable water, groundwater, or surface water sources;

- 3. A discharge from a potable water source;
- 4. A discharge or flow from a diverted stream flow or natural spring;
- 5. A discharge or flow from rising ground waters and springs;
- Uncontaminated groundwater infiltration (as defined as 40 C.F.R. § 35.2005(20)) to the MS4;
- 7. A discharge or flow from uncontaminated pumped ground water;
- 8. Uncontaminated discharge or flow from a footing drain;
- 9. A discharge or flow from air conditioning condensation that is unmixed with water from a cooling tower, emissions scrubber, emissions filter, or any other source of pollutant or contaminant;
- 10. Uncontaminated discharge or flow from a crawl space pump, or sump pump;
- 11. A discharge or flow from individual residential vehicle washing;
- 12. A discharge or flow from a riparian habitat or wetland;
- 13. Swimming pool water that has been de-chlorinated so that Total Residual Chlorine is less than 0.10 mg/L and that contains no harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
- 14. A discharge or flow from water used in street washing;
- 15. A discharge or flow resulting from firefighting activities by the fire department (firefighting activities do not include washing of trucks, runoff water from training activities, test water from fire suppression systems, and similar activities);
- 16. Other allowable non-stormwater discharges listed in 40 CFR 122.23(d)(2)(iv)(B)(1);
- 17. A discharge authorized by, and in full compliance with, a NPDES or TPDES permit. Such TPDES permit includes the TPDES Multi Sector General Permit and the TPDES Construction General Permit;
- Other similar occasional incidental non-stormwater discharges, unless the TCEQ develops permits or regulations addressing these discharges;
- 19. Agricultural stormwater runoff;
- 20. A discharge or flow from a potable water source not containing any pollutant, contaminant or a harmful quantity of a substance or material from the cleaning or draining of a storage tank or other container;
- 21. Stormwater runoff from a roof that is not contaminated by any runoff or discharge from an emissions scrubber or filter or any other source of pollutant; and
- 22. A discharge or flow from water used in vehicle, exterior building, and pavement wash water where detergents and soaps are not used and where spills or leaks of hazardous substances or hazardous waste have not occurred (unless all spilled material is removed).

- (c) The use of BMPs or the presence of pervious cover that filters pollutants or contaminants from a discharge before the discharge reaches the MS4 will be considered an additional affirmative defense if no pollutant or contaminant is present upon the discharges release into the MS4.
- (d) No affirmative defense shall be available if the discharge, release or flow in question has been determined by the Director to be a source of a pollutant or contaminant to water in the State or U.S. or the MS4, written notice of such determination has been provided to the discharger and the discharge has continued to occur seven (7) calendar days following receipt of such notice.
- (e) Illegal Connections. The construction, connection, use, maintenance or continued existence of any illegal connection to the MS4 is prohibited.
 - 1. This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - 2. A person violates this Article if the person connects a line conveying domestic or industrial sewage to the MS4, or allows such a connection to continue.
 - 3. Illegal connections in violation of this Article shall be disconnected and redirected, if necessary, by the owner or operator to an approved onsite wastewater management system or the sanitary sewer system upon approval of the Director.
 - 4. Any drain or conveyance that has not been documented in plans, maps or an equivalent, and which may be connected to the MS4, shall be located by the owner, occupant or operator of that property within three (3) calendar days following receipt of a written NOV from the Director. Such notice may grant a longer time period, not to exceed sixty (60) calendar days but shall require that the drain or conveyance be identified as a storm sewer, sanitary sewer or other type of conveyance, and that the outfall location or point of connection to the MS4, sanitary sewer system or other discharge point be identified. Results of these investigations shall be documented and provided to the Director to confirm compliance with this Article.
- (f) Nuisances. An actual or threatened discharge to the MS4 or any condition caused or permitted to exist that violates or would violate this article is a threat to public health, safety and welfare and is hereby deemed to be a nuisance and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken in accordance with this ordinance.
- (g) NPDES/TPDES Required. A person violates this Article if the person discharges, or causes to be discharged, stormwater without first having obtained a NPDES or TPDES permit to do so (if applicable) or fails to comply with paragraph (h) of this section.

- (h) Submission of SWPPP/NOI/NOC/NOT Required. The operator or owner of a premises, required to have a NPDES or TPDES permit to discharge stormwater, shall submit a copy of the SWPPP to the Director within two (2) business days of the time that the operator or owner submits notification to the TCEQ that a SWPPP is available, if applicable. The operator or owner shall also submit a copy of the applicable NOI, NOC and NOT to the Director in accordance with the time frame provided for under the applicable TPDES or NPDES permit.
- (i) Compliance with NPDES/TPDES. A premises shall be operated in strict compliance with the requirements of any applicable and required NPDES or TPDES permit. A person violates this Article if the person operates a premises in violation of a requirement of any such permit.
- (j) Modification of SWPPP. The Director may request that any operator or owner of a premises to consider modifying the applicable SWPPP if, in the best professional judgment of the Director, the SWPPP does not comply with the requirements of the applicable NPDES or TPDES to discharge stormwater. Any deficiencies so noted shall be provided to the operator or owner in writing and the Director shall give the operator or owner a reasonable amount of time, not to exceed thirty (30) days, to consider and implement such changes to the SWPPP. If the operator or owner disagrees with the Director, the operator or owner shall submit, in writing, the basis for such disagreement and non-implementation.
- (k) Notice of Release Required. Notwithstanding any other requirements of local, State or Federal law, as soon as any person responsible for a premises or operation, or responsible for emergency response for a premises or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges of contaminants or pollutants into the MS4, the waters in the State or U.S. in any reportable or harmful quantity said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of household hazardous waste, hazardous substance(s) or hazardous waste said person shall immediately notify the Director by telephone and other State or Federal emergency response agencies, if required. In the event of a release of non-hazardous materials, said person shall notify the Director by phone no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice within three (3) business days of the personal notification.
- (I) Watercourse Protection. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that may pollute, contaminate, or adversely retard the flow of water through the watercourse.

(m) BMPs Required. The owner or operator of a commercial or industrial premises or any premises where a SWPPP is required by the TCEQ, shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4, waters in the State or U.S. or watercourses through the use of structural and non-structural BMPs. Further, any person responsible for a premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non- structural BMPs to prevent the further discharge of pollutants or contaminants to the MS4. Compliance with all terms and conditions of a valid NPDES or TPDES permit authorizing the discharge of stormwater associated with industrial activity, to the maximum extent practicable, shall be deemed compliance with the provisions of this paragraph. These BMPs shall be part of a SWPPP as necessary for compliance with the requirements of the NPDES or TPDES permit.

Sec. 25-22. - Specific Prohibitions and Requirements.

- (a) The specific prohibitions and requirements in this Section are not inclusive of all the discharges prohibited by the general prohibitions of this Article.
- (b) No person shall introduce, release or cause to be introduced any discharge into the MS4 that causes or contributes to causing the City to violate a water quality standard, the City's stormwater permit coverage for discharges from its MS4, any applicable EPA or TCEQ regulation or State or Federal law.
- (c) No person shall discharge, release, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4:
 - 1. Any used motor oil, antifreeze, or any other motor vehicle fluids;
 - 2. Any industrial waste;
 - 3. Any hazardous substance or hazardous waste, including household hazardous waste which is any waste generated in a household (including single and multiple residences, hotels and motels, bunk houses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreational areas) by a consumer which, except for the exclusion provided in 40 C.F.R. § 261.4(b)(1), would be classified as a hazardous waste under 40 C.F.R. Part 261.;
 - 4. Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
 - 5. Any garbage or yard waste;
 - 6. Any discharge from: a commercial carwash facility, vehicle dealership, rental agency, body shop, repair shop, maintenance facility, or commercial or public facility that contains any soap, detergent, degreaser, solvent, or any other harmful cleaning substance from any vehicle washing, cleaning, or maintenance;

- 7. Any discharge from a commercial mobile power washer including, without limitation, discharges from mobile vehicle detailing or cleaning equipment, or from the washing or other cleaning of a building exterior that contains any soap, detergent, degreaser, solvent, or any other harmful cleaning substance;
- 8. Any discharge from commercial or professional floor, rug, or carpet cleaning containing a harmful quantity of any pollutant or contaminant;
- 9. Any discharge from the wash down or other cleaning of pavement or the exterior of buildings that contains any soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
- 10. Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emissions filter, or the blow down from a boiler;
- 11. Any ready-mixed concrete, mortar, ceramic, or asphalt base material, or material from the cleaning of vehicles or equipment containing, or used in transporting or applying, such material;
- Any discharge or wash down water from any commercial animal pen, kennel, fowl, or livestock containment area, including a livestock management facility as defined in this Code, containing more than five (5) animals;
- 13. Any filter backwash from a swimming pool, fountain or spa;
- 14. Any swimming pool water containing total residual chlorine of 0.10 mg/L or more or containing any harmful quantity of chlorine, muriatic acid or other chemicals used in the treatment or disinfection of the swimming pool water or in pool cleaning;
- 15. Any fire protection water containing oil or hazardous substances or materials, unless treatment adequate to remove pollutants and contaminants occurs before discharge. (This prohibition does not apply to discharges or flow from firefighting by the Fire Department.);
- 16. Any water from a water curtain in a spray room used for painting vehicles or equipment;
- 17. Any substance or material that will damage, block, or clog the MS4;
- 18. Any release from a petroleum storage tank (PST) or any leachate or runoff from soil contaminated by a leaking PST, or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge satisfies all of the following criteria;
 - a. Compliance with all State and Federal standards and requirements;

- b. No discharge containing a harmful quantity of any pollutant; and
- c. No discharge containing more than 50 parts per billion of benzene; 500 parts per billion combined total quantities of benzene, toluene, ethylbenzene, and xylene (BTEX); or 15 mg/L of total petroleum hydrocarbons (TPH).
- 19. Any amount of herbicides or pesticides that constitute a harmful quantity.
- (d) Yard waste must be removed from roadways and any impervious areas within public and private property after yard maintenance is performed so as to prevent or minimum yard waste being caught in stormwater runoff.
- (e) No person shall introduce or cause to be introduced into the MS4 any sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities, or associated with any land filling or other placement or disposal of soil, rock, or other earth materials, in excess of what could be retained on site or captured by employing sediment and erosion control measures or other BMPs to the maximum extent practicable.
- (f) Motor vehicle fluids, oil, petroleum product and used oil regulation. No person shall:
 - 1. Discharge motor vehicle fluids, oil, petroleum products or used oil into the MS4 or a sewer drainage system, septic tank, surface water, groundwater, or watercourse;
 - 2. Knowingly mix or commingle motor vehicle fluids, oil, petroleum products or used oil with any type of waste that is to be disposed of in a landfill or knowingly directly dispose of motor vehicle fluids, oil, petroleum products or used oil on land or in a landfill; or
 - 3. Apply motor vehicle fluids, oil, petroleum products or used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces motor vehicle fluids, oil, petroleum products or used oil into the environment.

Sec. 25-23. - 25-40. - Reserved.

PART 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

PART 3: It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

PART 4: The Code of Ordinances of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

PART 5: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the _____ day of _____, 2018.

ATTEST:

Marion Grayson, Mayor

Amy M. Casey, City Clerk



CITY OF BELTON

City Council Meeting Agenda Tuesday, May 8, 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 Library Services Kim Kroll.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Councilmember David K. Leigh

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

Invocation. The Invocation will be given by Matthew Levant, Missions Pastor at First Baptist Church of Belton.

- 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. Present \$2,000 Scholarship from Waste Management, Inc. to a Belton ISD graduating senior.
- 4. Consider the minutes of the April 24, 2018, City Council Meeting.

- 5. Consider an ordinance adopting the updated Design Manual.
- Conduct a public hearing and consider adoption of an ordinance amending Article II, Chapter 23, Section 23-36 of the Code of Ordinances regarding minimum water main standards.
- 7. Consider the following items concerning the acquisition of municipal parkland:
 - A. Authorize the City Manager to take all steps necessary for the purchase of 84.25 acres of parkland, adjacent and north of existing Heritage Park.
 - B. Adopt a resolution expressing official intent to reimburse certain expenditures.
 - C. Consider adoption of resolution directing the publication of notice of Intention to Issue Combination Tax and Limited Revenue Certificates of Obligation, Series 2018 and other matters related thereto.
- 8. Consider a resolution approving the Advanced Funding Agreement with the Texas Department of Transportation for the Central Avenue Bridge Replacement or Rehabilitation at Nolan Creek in Yettie Polk Park.
- 9. Consider the following:
 - A. Authorizing the Belton Economic Development Corporation to execute a contract with Connie M. Lawson and Randy Lawson for the purchase of Lot 28, Block 1, Rustic Oaks Subdivision in the City of Belton.
 - B. Authorizing an amendment to the FY2018 Budget in the amount of \$43,000 for the purchase of Lot 28, Block 1 of the Rustic Oaks Subdivision.

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 Council Meeting Agenda May 8, 2018 Page 2 of 2



CITY OF BELTON

OFFICE OF THE CITY MANAGER

City Council Meeting Agenda Tuesday, May 8, 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 Library Services Kim Kroll.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Councilmember David K. Leigh

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

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3. <u>Present \$2,000 Scholarship from Waste Management, Inc. to a Belton ISD</u> graduating senior.

Paul Daugereau of Waste Management will be in attendance to present the scholarship money to Emily Gaw, this year's recipient.

City Council Meeting Agenda May 8, 2018 Page 1 of 3

4. Consider the minutes of the April 24, 2018, City Council Meeting.

A copy of the minutes is attached. Recommend approval.

5. Consider an ordinance adopting the updated Design Manual.

See Staff Report from Director of Public Works Angellia Points. Recommend adoption of the Design Manual.

6. <u>Conduct a public hearing and consider adoption of an ordinance amending</u> <u>Article II, Chapter 23, Section 23-36 of the Code of Ordinances regarding</u> <u>minimum water main standards.</u>

See Staff Report from Director of Public Works Angellia Points. Recommend adoption of the ordinance amending the Code of Ordinances related to minimum water main standards.

7. <u>Consider the following items concerning the acquisition of municipal</u> <u>parkland:</u>

A. <u>Authorize the City Manager to take all steps necessary for the purchase of</u> <u>84.25 acres of parkland, adjacent and north of existing Heritage Park.</u>

See Staff Report from City Manager Sam Listi. Recommend authorization for the purchase of 84.25 acres of parkland as presented.

B. <u>Adopt a resolution expressing official intent to reimburse certain</u> <u>expenditures.</u>

See Staff Report from Director of Finance Brandon Bozon. Recommend adoption of the resolution as presented.

C. <u>Consider adoption of resolution directing the publication of notice of</u> <u>Intention to Issue Combination Tax and Limited Revenue Certificates of</u> <u>Obligation, Series 2018 and other matters related thereto.</u>

See Staff Report from Director of Finance Brandon Bozon. Recommend adoption of the resolution as presented.

8. <u>Consider a resolution approving the Advanced Funding Agreement with the Texas Department of Transportation for the Central Avenue Bridge Replacement or Rehabilitation at Nolan Creek in Yettie Polk Park.</u>

See Staff Report from City Manager Sam Listi. Recommend adoption of the resolution approving the AFA with TxDOT as presented.

City Council Meeting Agenda May 8, 2018 Page 2 of 3

9. Consider the following:

A. <u>Authorizing the Belton Economic Development Corporation to execute a</u> <u>contract with Connie M. Lawson and Randy Lawson for the purchase of Lot</u> <u>28, Block 1, Rustic Oaks Subdivision in the City of Belton.</u>

B. <u>Authorizing an amendment to the FY2018 Budget in the amount of \$43,000</u> for the purchase of Lot 28, Block 1 of the Rustic Oaks Subdivision.

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend authorizing the purchase of Lot 28, Block 1, Rustic Oaks Subdivision and the corresponding budget amendment as presented.

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 Council Meeting Agenda May 8, 2018 Page 3 of 3

Belton City Council Meeting April 24, 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 *(arrived at 5:45 p.m.)* and Councilmembers Dan Kirkley, Paul Sanderford and Guy O'Banion. Councilmembers David K. Leigh and John R. Holmes, Sr. were absent. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Brandon Bozon, Ryan Brown, Matt Bates, Paul Romer, Bob van Til, Kim Kroll, Judy Garrett, Charlotte Walker, Kelly Trietsch, Jeremy Allamon and Cheryl Maxwell.

The Pledge of Allegiance to the U.S. Flag was led by Director of Planning Cheryl Maxwell, the Pledge of Allegiance to the Texas Flag was led by Mayor Marion Grayson, and the Invocation was given by Alton McCallum, Belton Police Chaplain.

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

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

Mayor Grayson read the proclamation and presented it to Patricia Phelps of the Texas Nurses Association District 7.

Consent Agenda

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

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

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

Upon a motion by Councilmember O'Banion, and a second by Councilmember Sanderford, the Consent Agenda including the following captioned resolution was unanimously approved by a vote of 4-0.

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.

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.

Director of Planning Cheryl Maxwell explained that 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 for the lots.

Mrs. Maxwell said that the Future Land Use Map identifies this area as primarily residential. However, it also identifies Lake Road west of Loop 121 as a potential mixed-use corridor. 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. Mrs. Maxwell added that 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 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.

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.

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

Upon a motion by Councilmember Kirkley, and a second by Councilmember O'Banion, Item #6 including the following captioned ordinance was unanimously approved by a vote of 4-0.

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.

Mayor Pro Tem Craig Pearson arrived at 5:45 p.m.

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

Director of Planning Cheryl Maxwell said this 20-lot subdivision is proposed for twofamily (duplex) residential development. The property is currently zoned Commercial Highway (CH) District. Legal Staff has indicated that duplexes are allowed in the CH District, and they must comply with the area requirements of the Two Family Zoning District.

Mrs. Maxwell stated that 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 zoned CH and include Bell Pawn Shop, Ocean Quest Pools, Smoking Gun Bail Bonds, and Belton Stor-It Mini Storage.

Solid fencing/screening is required between residential and nonresidential zoning districts. Mrs. Maxwell said since the subdivision area and surrounding properties are both zoned CH, fencing is not required, but it 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 when built.

Mrs. Maxwell explained that 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.

Mrs. Maxwell summarized 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.

Drainage: FEMA 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 the 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.

Parkland Dedication/Fees: No parkland or common areas are proposed within the subdivision. The parkland fee is \$200 per residential unit. For 20 lots, each with two 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.

Mrs. Maxwell added that 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, and Staff concurs with their recommendation.

Upon a motion by Councilmember Sanderford, and a second by Councilmember O'Banion, Item #7 was unanimously approved by a vote of 5-0.

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.

Director of Planning Cheryl Maxwell said this 1-lot subdivision is proposed for residential use. She explained that 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.

The following is a summary of the subdivision ordinance requirements as they apply to this subdivision plat. Mrs. Maxwell explained that 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.

Mrs. Maxwell said 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 outlined; Staff concurs with their recommendation.

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

Mrs. Maxwell explained that 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.

Councilmember O'Banion asked if the fire hydrants were already in existence before became part of the City's ETJ. Mrs. Maxwell said it was approved in 2004 by the County. Mayor Grayson added that it met County standards at that time.

Upon a motion for approval by Councilmember O'Banion, and a second by Councilmember Kirkley, Item #8 was unanimously approved by a vote of 5-0.

Miscellaneous

9. <u>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.</u>

City Clerk Amy Casey stated that in April 2015, Council authorized a commercial solid waste franchise with Sunbright Disposal Services. The original 3-year term of the franchise expires on April 26, 2018. Sunbright desires 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 first reading of the ordinance was held on April 10, 2018, and the public hearing was advertised for this City Council meeting.

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

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

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember Kirkley, Item #9 including the following captioned ordinance was unanimously approved by a vote of 5-0.

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.

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

Assistant Director of Public Works Jeremy Allamon explained that the City adopted a Design Manual in 2002, but 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. He said this project has been ongoing since 2014.

Mr. Allamon said there were four stakeholder meetings held to discuss the proposed changes to the Design Manual, and the Manual was revised accordingly based on comments received at those meetings. He then reviewed the major changes that have been proposed.

Mr. Allamon said the warranty period will remain at one year, although Staff had initially recommended a two-year period. He added that a maintenance bond would be required and would be enforced as well. Mayor Grayson stated that the City will leave it at one year, but asked what the stakeholders requested. Mr. Allamon said that the stakeholders wanted the one-year, which is pretty standard for area cities.

Mayor Grayson asked what keeps the generators and fuel tanks from being stolen. Mr. Allamon said they are locked behind a fence.

Mr. Allamon said that the proposed Design Manual was presented to P&Z on April 17, 2018, and a public hearing was conducted. Three members of the stakeholder community spoke in favor of the adoption of the revised manual. The P&Z Commission provided a unanimous favorable recommendation for Council consideration. Mr. Allamon explained that Council will conduct a public hearing on the revised Design Manual at this meeting, and consider adoption of the Design Manual at its meeting on May 8, 2018.

Councilmember Kirkley asked about the response from homebuilders and developers. Mr. Allamon said that it was a good compromise. Mr. Kirkley asked if there would be a negative impact on development. Mr. Allamon said, "I don't believe so."

Mayor Grayson opened the public hearing. Marty Janczak of Temple Area Builders Association said that he was appreciative of the collaboration between the City and developers. He feels like the end result is a good product that is a compromise for both parties. Mayor Pro Tem Pearson asked if Mr. Janczak felt that a consensus had been reached. Mr. Janczak replied, "Absolutely."
Seeing no one else wishing to speak, the Mayor closed the public hearing.

City Manager Sam Listi thanked the Council for including the P&Z Commission in the process. He also complimented the stakeholders who participated.

No action was required of the Council at this time.

Work Session

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

City Manager Sam Listi presented an overview of the State Loop 121 Widening Project as shown in Exhibit "A".

Mayor Grayson said the widening of Loop 121 is a good thing that has been needed for years, and she is excited that it could happen as early as 2021.

Councilmember O'Banion asked when the City would be required to pay its share of the project (approximately \$850,000). Mr. Listi replied, "When we sign the agreement and turn it into TxDOT, we have to convey the money." He explained that TxDOT may be receptive to a payment plan, but Mr. Listi said we hope to be in a position to pay it all at one time. Mr. O'Banion expressed concern about paying for the City's portion so far in advance of the project, but Mr. Listi explained that the City's payment is the trigger that starts the project rolling – final design, right-of-way acquisition and utility relocation.

Director of Finance Brandon Bozon added that the City's waterline relocation doesn't have to be funded at the time of the contract signing.

Councilmember Kirkley said that the beauty of paying the City's portion now is that as other costs rise with time, the City's cost is fixed. Mr. Listi reiterated TxDOT has changed its procedures, and the cost will not increase.

No action was required of the Council at this time.

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

City Manager Sam Listi presented an overview of the Central Avenue Bridge at Nolan Creek Bridge Replacement project as shown in Exhibit "B".

Mayor Grayson said that she understands the City Council and Staff try to be visionaries, but she wondered what benefit a two lane bridge leading to the park and the Finance Department would be. Mr. Listi said there are many options which could result from the study and that he asked the TxDOT representative if the City could

decide to stop the process at any time. TxDOT said that the City could stop at any point in the process if City officials determine that the project is not beneficial.

Mr. Listi showed pictures of the bridge and how it is showing serious deterioration. Councilmember O'Banion expressed concern for safety around the bridge.

No action was required of the Council on this item.

Executive Session

At 6:30 p.m., the Mayor announced the Council would go into Executive Session for the following item:

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 Mayor reopened the meeting at 6:58 p.m., and there being no further business, the meeting was adjourned.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk



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 3rd 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.



4-LANES WITH TWLTL

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.
- sidewalk on the west-side, and the outer or right lanes would be 14' wide with offsets to the This section would have 10' shared use bicycle/pedestrian path along the east-side, a 6' 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

CENTRAL AVENUE BRIDGE COUNCIL WORK SESSION DOWNTOWN BELTON AT NOLAN CREEK

April 24, 2018

EXHIBIT "B"

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 L
 - 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 I
- Rehab for pedestrian only and build two-way bypass
- Leave as Monument and build two-way bypass I
- 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
- and assessment TxDOT will schedule coordinate with City. d)

Staff Report – City Council Agenda Item



Agenda Item #5

Consider an ordinance adopting the updated Design Manual.

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

City Council Agenda Item May 8, 2018 Page 1 of 2 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 fourth 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.

On April 24, 2018, the proposed Design Manual was presented to Council, and a public hearing was conducted. No additional changes were proposed.

Staff recommends Council consider adoption of the revised Design Manual.

Fiscal Impact

None.

Recommendation

Recommend approval of the resolution, adopting the revised Design Manual.

Attachments

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

> City Council Agenda Item May 8, 2018 Page 2 of 2

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ADOPTING THE REVISED DESIGN MANUAL; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council recognizes the need for a Design Manual to provide policies, guidelines, and standards for public and private infrastructure in the City of Belton city limits and those receiving utilities served by the City of Belton; and

WHEREAS, the City's primary objective is to update the Design Manual as a component of the City's development; and

WHEREAS, the proposed Design Manual recognizes the substantial investment in public and private property development and decisions and investments, and the Design Manual will serve to enhance past and future development and infrastructure; and

WHEREAS, the Design Manual will be used to coordinate the development of lots and unimproved land with policies, guidelines, and standards for all infrastructure; and

WHEREAS, the Design Manual will serve as a reference guide in designing new and rehabilitated infrastructure, development review, subdivision plat review, and comprehensive community planning; and

WHEREAS, the opportunity for public comments regarding the proposed Design Manual was provided on March 28, 2017, March 30, 2017, June 22, 2017, March 29, 2018 and April 24, 2018; and

WHEREAS, the City Council has determined that the Design Manual prepared by the City Engineer and Kasberg, Patrick and Associates, is reasonable, and appropriate for development in the City of Belton and for all City of Belton infrastructure.

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

Part 1: That the Design Manual for the City of Belton, Texas, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, is hereby officially adopted.

<u>Part 2:</u> The Design Manual shall serve as a reference guide for standard construction and development details for City of Belton infrastructure.

<u>**Part 3:**</u> The Design Manual shall serve as the reference guide in conjunction with development review, subdivision plat review, and comprehensive community planning within the City of Belton and for all City of Belton infrastructure.

<u>**Part 4:**</u> The adopted Design Manual will apply to all proposed construction presented to the City from the date of adoption and thereafter.

<u>Part 5:</u> It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

<u>Part 6:</u> This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Belton, Texas, and it is accordingly so ordained.

<u>Part 7:</u> The Code of Ordinances of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

<u>**Part 8:**</u> It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 8th day of May, 2018, by the City Council of the City of Belton, Texas.

Marion Grayson, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy M. Casey, City Clerk

John Messer, City Attorney



Revised Design Manual

CITY COUNCIL

MAY 8, 2018



Background

The City of Belton adopted its current construction Design Manual and Standard Details in June 2002. Since 2002, changes in regulations, industry standards and practices have caused some of the City's standards to be outdated or even obsolete.

Multiple years of internal and external reviews from the stakeholder community (contractors, builders, TABA, engineers, etc.).

1st Review: June 9, 2016 – September 16, 2016 2nd Review: February 21, 2017 – April 28, 2017 3rd Review: May 31, 2017 – June 30, 2017 4th Review: January 18, 2018 5th Review: March 2018 Stakeholder's Meetings

- 1. March 28, 2017 at 3:00pm
- 2. March 30, 2017 at 8:30am
- 3. June 22, 2017 at 3:30pm
- 4. March 29, 2018 at 10:00am



Revised Design Manual Overview

Up-to-date for current, local industry and regulatory standards and requirements

Focus on reliable infrastructure to reduce maintenance needs; proactive approaches to reduce interruptions in services for Belton's citizens and businesses

Enhance and make-up for deficiencies in existing standards

Clarify requirements for construction processes (i.e. backfill and compaction, asphalt prime)

Improvesafetyindrainageinfrastructureper approvedStrategicDrainagePlan

Topics of stakeholders' comments/ concerns or notable changes



General Requirements – Proposed Changes

Preconstruction meetings may be required before starting subdivisions.

Warranty Period - Although the requirement for the 1-year warranty period is proposed to remain unchanged, the requirement for a maintenance bond will be enforced. Any repairs required within the warranty period will require an additional 1-year warranty from the date the City accepts the repair work.

 Subdivision Ordinance, Section 401: Upon completion of all subdivision improvements, the following shall be submitted to the City Engineer: ... a maintenance bond covering all improvements in the amount of ten percent (10%) of the total construction cost shall be in effect for a period of one (1) year from date of acceptance of improvements...



Transportation – Proposed Changes

Base material shall meet TxDOT 2004 & 2014 specs and shall be compacted to 100% of TEX-113-E standards

Base material shall be maintained to the standards in the Design Manual. If left exposed for more than 30 days, additional testing may be required. If rutting, instability, or degradation is witnessed, base may need to be reworked. As an option, the last course of base shall receive a layer of chip seal.

Minimum thickness of HMAC on local/residential roads shall be 1.5" (no change); Collectors and above shall have min 2" HMAC

For City projects, drawings shall include cross sections at every 100 feet including 100-year flood plains. All projects shall show percent slopes, top of curb elevations, info on all turns and radii, pavement markings, street signage.



Drainage – Proposed Changes

All inlets to be recessed

Junction boxes are required at bends

HDPE is acceptable in non-paved areas

Clarified tree protection, allowed for orange mesh

All channels and detention ponds need concrete trickle channels

Revised *suggested* runoff coefficients to match area cities; coefficients increase per event

Reduced water spread limits to one clear 12-foot wide lane

Clarified inlet sizing



General Utilities - New

New section to cover common requirements for water and sewer infrastructure

Detectable tapes

Concrete requirements

Hatches for vaults

Encasement details





Water – Proposed Changes

Adoption of 2015 International Fire Code will require minimum waterline size to be 8 inches, unless otherwise demonstrated

New automatic flush assembly detail and requirements for assemblies at all dead-end lines

Construction drawings shall include plan and profile of all waterline and top of pipe elevations Number of valves required at intersection of waterlines

Sample stations are required per subdivision or one per 100 lots

Ductile iron or PVC C905 pipe is required for 12" and greater

Waterlines shall be installed as to avoid high points

Clarified flow testing in hydrants



Wastewater – Proposed Changes

Manhole coating specifications for manholes that will experience increased levels of H_2S (i.e., lift station wet wells, force main discharges and one manhole upstream as appropriate)

Service line details with option to stub out sewer cleanout *below grade* during home building process

Construction drawings shall include plan and profiles, flowlines, percent slopes, and report or drawings to include line capacities

Deleted drop manholes from being required to be coated

Minimum gravity line size shall be 6 inches in diameter



Wastewater – Proposed Changes



Offsite manhole requirements: Access path must be minimum 10' wide crushed limestone base along offsite manholes, any manholes outside of access pavement cannot be more than 10' outside of edge of access path and must have concrete collars and reflective markers. However, in the event the wastewater line follows a creek or dedicated floodway, the access path is not required, but every other manhole must be accessible from a public roadway.

Lift station requirements:

- Access road: minimum 10' wide with 1.5" of asphalt and 6" compacted crushed limestone base
- Generator is required, fuel to last 16 hours



Design Manual Next Steps

- On April 17, 2018, P&Z Commission conducted a second public hearing. Comments supporting the revised Design Manual were provided by Scott Brooks, Marty Janczak, and Jared Bryan.
- Therefore, the P&Z Commission unanimously recommended approval of the revised Design Manual to City Council.
- On April 24, 2017, the City Council conducted a public hearing. No additional changes were proposed.

Today's Council meeting: Consider adopting the revised Design Manual.

Staff Report – City Council Agenda Item



Agenda Item #6

Hold a public hearing to amend Chapter 23 as Article II, Section 23-36, Water main minimum standards, of the Code of Ordinances regarding the City's standards for waterline sizing and hydrant spacing.

Originating Department

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

Summary Information

Section 23-36 currently reads as follows.

(a) The minimum water main size for residential uses, single family, two-family, triquadraplexes and townhouses shall be 6 inches, provided, however, that the minimum gpm fireflow shall be: SF1 - E and 2F = 500 gpm, 3-6 plex = 750 gpm

(b) For multi-family uses with land area 2,000 square feet per unit or less the main size shall be a minimum of 8 inches with 750 gpm or sufficiently sized to provide adequate domestic and fire flows, as determined by the city's engineer and fire department.

(c) Commercial and industrial: Minimum 8 inch mains with 750 gpm but sized to provide adequate domestic and industrial use flows and fire lows as determined by city engineer and fire department, except churches approved by the fire department and where such use will not endanger surrounding property or interfere with appropriate system development.

(d) Fire hydrant spacing:

(1) In general on street intersections;

(2) Residential excluding rural density subdivisions, 500 feet on centers with each primary structure being within 500 feet of a fire hydrant as measured along improved streets. The city reserves the right to require multi-family developments 2,000 square feet per unit land area or less to place fire hydrants as deemed necessary on the property at owner's expense;

(3) In commercial and industrial areas the spacing of fire hydrants shall be 300 feet o.c. The city reserves the right to require additional hydrants as deemed necessary by the city engineer and fire department. The hydrants shall be at owner's expense.

City Council Agenda Item May 8, 2018 Page 1 of 2 Assuming the revised Design Manual is adopted, there will be conflicting requirements in Chapter 23, Article II, Section 23-36 of the Code of Ordinances regarding minimum water main sizing and hydrant spacing that will need to be addressed. With adoption of the design manual, Section 23-36 is proposed to be deleted and replaced with the following in order to be consistent and clear on the requirements for water line sizing and fire hydrant requirements.

- (a) The minimum water main size for all uses shall be per the latest adopted fire code and latest adopted design manual.
- (b) Fire hydrant spacing shall adhere to the latest adopted fire code and latest adopted design manual, whichever is more stringent.

Today, in practice, this means an 8" water main size is required, unless it can be demonstrated that a smaller size will work.

Fiscal Impact

None

Recommendation

Hold a public hearing for the amended Chapter 23, Article II, Section 23-36 of the Code of Ordinances.

Attachments Section 23-36 Ordinance Amendment

City Council Agenda Item May 8, 2018 Page 2 of 2

ORDINANCE NO. <u>2018-12</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 23, ARTICLE II, SECTION 23-36 OF THE CODE OF ORDINANCES ESTABLISHING WATER MAIN MINIMUM STANDARDS; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

PART 1: Chapter 23, Article II, Section 23-36 "Water main minimum standards" of the Code of Ordinances of the City of Belton, Texas, is hereby amended to read as follows:

- A. The minimum water main size for all uses shall be per the latest adopted fire code and latest adopted design manual.
- B. Fire hydrants:
 - (1) In general, at each street intersection and at the beginning of every cul-desac bulb and each 'teardrop' cul-de-sac bulb.
 - (2) Fire hydrant spacing shall adhere to the latest adopted fire code and latest adopted design manual, whichever is more stringent.

PART 2: It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

PART 3: This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Belton, Texas, and it is accordingly so ordained.

PART 4: The Code of Ordinances of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

PART 5: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the 8th day of May, 2018.

ATTEST:

Marion Grayson, Mayor

Amy M. Casey, City Clerk



Amending Chapter 23 of the Code of Ordinances

CITY COUNCIL

MAY 8, 2018



Existing Ordinance

Assuming the revised Design Manual is adopted, there will be conflicting requirements in Chapter 23, Article II, Section 23-36 of the Code of Ordinances regarding minimum water main sizing and hydrant spacing.

Section 23-36 currently reads:

(a) The minimum water main size for residential uses, single family, two family, tri-quadraplexes and townhouses shall be 6 inches, provided, however, that the minimum gpm fireflow shall be: SF1 - E and 2F = 500 gpm, 3-6 plex = 750 gpm

(b) For multi-family uses with land area 2,000 square feet per unit or less the main size shall be a minimum of 8 inches with 750 gpm or sufficiently sized to provide adequate domestic and fire flows, as determined by the city's engineer and fire department.

(c) Commercial and industrial: Minimum 8 inch mains with 750 gpm but sized to provide adequate domestic and industrial use flows and fire lows as determined by city engineer and fire department, except churches approved by the fire department and where such use will not endanger surrounding property or interfere with appropriate system development.

(d) Fire hydrant spacing:

- (1) In general on street intersections;
- (2) Residential excluding rural density subdivisions, 500 feet on centers with each primary structure being within 500 feet of a fire hydrant as measured along improved streets. The city reserves the right to require multi-family developments 2,000 square feet per unit land area or less to place fire hydrants as deemed necessary on the property at owner's expense;
- (3) In commercial and industrial areas the spacing of fire hydrants shall be 300 feet o.c. The city reserves the right to require
 additional hydrants as deemed necessary by the city engineer and fire department. The hydrants shall be at owner's expense.



Proposed Ordinance

Section 23-36 is proposed to read as follows:

(a) The minimum water main size for all uses shall be per the latest adopted fire code and latest adopted design manual.

(b) Fire hydrant spacing shall adhere to the latest adopted fire code and latest adopted design manual, whichever is more stringent.

- 1. Today's Council meeting: Conduct public hearing.
- 2. May 22, 2018: Possible Council action to adopt revised text.
Staff Report – City Council Agenda Item



Agenda Item #7A

Consider the following item concerning the acquisition of municipal parkland:

Authorize the City Manager to take all steps necessary for the purchase of 84.25 acres of parkland, adjacent and north of existing Heritage Park.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

The Belton City Council recognizes that an exceptional parks and recreation system is a crucial component of maintaining and enhancing Belton's outstanding quality of life. This fact is reflected in the adopted 2016-2026 Parks and Recreation Strategic Master Plan. The Parks Plan identifies Park Priorities, which include as a key element Parkland Acquisition, to meet the community's current and future needs for numerous active and passive recreational uses. Also, the 2018-2022 Strategic Plan, adopted by City Council in September 2017, reiterates this objective with Goal 6a: "Implement updated Parks and Recreation Master Plan, and explore additional Park Enhancements." See attached excerpts.

In order to take an important step toward achieving this Strategic Plan Goal for additional parkland, we are presenting this item for Council's consideration. We evaluated acreage that might be needed for a new freestanding park, as well as addition to an existing park. When this opportunity presented itself to add to Heritage Park, it seemed to make the most sense of the two alternatives. The proposal is to acquire the southernmost 84.25 acres out of the former Leon Valley Golf Course, adjacent and north of existing Heritage Park, while retaining a Right of First Refusal for the remaining $55\pm$ acres. The addition of 84.25 acres to the current 65 acres at Heritage Park would double the size of this park, bringing this premier Belton community park to nearly 150 acres. Please see two attached aerial map exhibits for relationship to Heritage Park, existing and proposed developments, and the surrounding street system.

Acquisition Terms and Conditions:

- Closing by June 1, 2018
- Purchase price \$25,000/acre, based on a Broker's Opinion of Value dated 02/16/18; Total price: \$2,106,250.00
- City has First Right of Refusal to purchase remaining $55 \pm$ acres for 3 years.
- Seller will convey street ROW dedication for access to the 55± acres to Guthrie.
- City will provide street access to the south boundary of the 55± acres within 3 years if not purchased.

City Council Agenda Item May 8, 2018 Page 1 of 2

- If the 55± acres are not purchased by the City, and development there does not exceed ten lots, the north/south collector street extension from 22nd to Guthrie shown on City's Thoroughfare Plan will not be required.
- City will receive 60% of Leon River water rights, based on purchase of 60% of the former Golf Course tract.

Master Planning Process

We look forward to a robust and community-wide effort to plan the development of an expanded Heritage Park. There are many current and future community needs identified in the Parks Master Plan that can be met with this land addition, and the Parks Board will be tasked with working with staff to develop recommendations to Council to address them. We hope to begin this planning process this fall.

Waiver of Retroactivity

We have been working with the Texas Parks and Wildlife (TxP&W) Department to preserve \$500,000 of this purchase price (the maximum allowed) as a credit for our 50% grant match, to help us develop the park. TxP&W has approved a Waiver of Retroactivity for this purchase, allowing \$500,000 of the purchase price to count as our match towards a \$500,000 grant for a total \$1,000,000 park project. The credit is good at least until August 2019, allowing us to plan proposed park improvements and submit a Parks grant application at that time, with the opportunity for extension if needed. While not a commitment for a TxP&W grant, this action will satisfy our grant match.

Fiscal Impact

At \$25,000/acre, and with 84.25 acres, total purchase price is \$2,106,250. Miscellaneous costs for survey, closing, and legal fees could bring the total to an estimated \$2,125,000. Bond issue costs would be additional and covered by the proceeds of the bond issue.

The proposed source of funding is the fund balance of the General Fund, to be reimbursed by a Certificate of Obligation (Items 7B and 7C). Once the purchase and bond issue are finalized, a budget amendment will be brought forward for Council action.

Recommendation

Recommend approval of this purchase, authorizing the City Manager to take all steps necessary to purchase 84.25 acres of parkland.

Attachments

Strategic Plan Excerpts Aerial Photos of Proposed Parkland and Surrounding Area Sales Contract and Exhibit A Conditions Proposed Mystic River III Exhibit TxP&W Waiver of Retroactivity

> City Council Agenda Item May 8, 2018 Page 2 of 2

		Multi-Year Implementation Pla	an	
		Fiscal Year 2018 Priority 1 Goals		
Goal Category	, .	Goals	Estimated Cost	Funding Source
	a) b)	Implement Balanced Tax/Fee Schedules Implement Growth Management Strategy	Staff Resources Staff Resources	General Fund Operating Budget
	5)	mplement erowit management endlegy	\$10,000	General Fund Operating Budget
1. Governance	C)	Implement Comprehensive Plan and Update Development Policies	Staff Resources	General Fund Operating Budget
	d)	Develop analysis to determine whether to renew, expand, or replace the TIRZ	TBD	General Fund Operating Budget, TIRZ, BEDC
			Staff Resources	Water/Sewer Operating Budget,
	e)	Complete Comprehensive Analysis on Dog Ridge Water Supply Corporation (DRWSC)	\$6,750	BEDC
	a)	Complete PD building expansion/renovation	TBD	2013 CO Issuance,
2. Public Safety	b)	Implement PD and FD Strategic Plan Updates	Staff Resources	General Fund Operating Budget General Fund Operating Budget
2. I ublic ballety	c)	Prepare Fire Dept. Assessment on Station locations, response times, and future needs	TBD	General Fund Operating Budget
	d)	Plan for loss in FD EMS revenue and service area adjustment	\$450,000	General Fund Operating Budget
	a)	Develop 2018 CIP Process and Plan	Staff Resources	General Fund Operating Budget
	b)	Implement Street Infrastructure Plan Annual Maintenance Reconstruction/New Street Construction 	\$1,000,000 (est.) TBD	General Fund Operating Budget, Future Bond Funds
3. Quality of Life	c)	Analyze need for expanded Library Services	Staff Resources \$10,000	General Fund Operating Budget, TIRZ
	d)	Develop Other Infrastructure priorities/funding plan for Water/Sewer/Drainage Needs	Staff Resources	Water/Sewer Operating Budget, Drainage Operating Budget
	a)	Develop/Implement Downtown Revitalization Plan	\$100,000 (Match) \$250,000 (Grant)	BEDC, Grant Funding,
4. Economic	b)	Plan/Implement S. IH 35 Sewer and IH Water Projects	\$90,000 (Façade) \$8,000,000	TIRZ 2016 Water/Sewer CO Issuance, BEDC
Development	(c)	Continue Coordination between City/BEDC to maximize project success	58,000,000 TBD	BEDC
	d)	Complete Hotel/Conference Center Assessment	\$5,000	TIRZ
	e)	Enhance Retail Development Strategy	\$26,000	TIRZ
	a)	Expand Linkages Provided by Comprehensive Trail System	TBD	TBD City of Bolton, Boll County, KTMPO
5. Connectivity	b)	Continue planning for Lake to Lake Road Project	TBD	City of Belton, Bell County, KTMPO, Private Developers
	c)	Facilitate Cable/Fiber Service Expansion	Staff Resources	General Fund Operating Budget,
	a)	Implement updated Parks/Rec. Master Plan, and explore additional Park enhancements	TBD TBD	Private Developers Gen. Fund Operating Budget,
6. Parks/Natural	b)	Design Chisholm Hike/Bike Trail, from University Drive to Sparta under railroad	\$310,197	Future Grants Private Donors, General Fund
Beauty	c)	Submit TxDOT grant for Trail connecting North/ South Belton	\$376,619 (Match) \$1,883,095 (Grant)	TIRZ
	1	Fiscal Year 2019 Priority 1 Goals	\$1,003,035 (Orani)	
Goal Category		Goals	Estimated Cost	Funding Source
	a)	Implement Balanced Tax/Fee Schedules	Staff Resources	General Fund Operating Budget
	b)	Update Growth Management Strategy Implement Comprehensive Plan	Staff Resources Staff Resources	General Fund Operating Budget
1. Governance	c) d)	Address TIRZ boundary, strategic funding objectives	Staff Resources	General Fund Operating Budget TIRZ
in coromance	e)	Resolve City's interest in Dog Ridge Water Supply Corporation's Service Area	Staff Resources	Water/Sewer Operating Budget
	f)	Complete Sunset Review of Design Standards and Develop Historic District Design Guidelines		
2. Public Safety	a) b)	Complete Assessment on FD Station Needs Finalize steps to accommodate reduction in ambulance service area and revenues	Staff Resources Staff Resources	General Fund Operating Budget General Fund Operating Budget
2. Fublic Salety	c)	Identify emerging Strategic Needs for PD	Staff Resources	General Fund Operating Budget
	a)	Take initial steps for new CIP Process and Plan	Staff Resources	General Fund Operating Budget
	b)	Implement Street Infrastructure Plan Annual Maintenance and New Construction	Staff Resources	General Fund Operating Budget,
3. Quality of Life		•	Staff Resources	TIRZ, BEDC General Fund Operating Budget
	c) d)	Implement Plan for Library Services Schedule Other Infrastructure Priorities for Water/Sewer/Drainage	TBD	Water/Sewer Operating Budget
			Staff Resources	General Fund Operating Budget,
4. Economic	a)	Implement Downtown Redevelopment Plan		TIRZ, BEDC
Development	b)	Build IH 35 Sewer/Water	TBD Stoff Bessuress	Water/Sewer Operating Budget
	c) d)	Coordinate City/BEDC efforts Address Hotel/Conference Center and Retail Strategy Recommendations	Staff Resources TBD	BEDC General Fund Operating Budget, TIRZ
	a)	Construct Hike/Bike Trail Extension from University Drive to Sparta Road under railroad	\$2,360,418	Private Donors, General Fund, TxDOT
	b)	Continue planning for Lake to Lake Rd. ROW and Identify Phased Construction Funding	Staff Resources	City of Belton, Bell County, KTMPO,
5. Connectivity			TBD TBD	Private Developers City of Belton, TxDOT
-	c) d)	Repair/replace Central Avenue Bridge in Yettie Polk Park Continue expansion of Temple/Belton Wastewater Treatment Plant	\$8,700,000 (est.)	2017 Water/Sewer CO Issuance
6. Parks/Natural	a)	Implement Updated P&R Strategic Master Plan; Explore additional Park enhancements	Staff Resources	General Fund Operating Budget
Beauty	b)	Update Nolan Creek Recreational Elements	Staff Resources	General Fund Operating Budget
0		Fiscal Year 2020 Priority 1 Goals	F-0 - 1 - 1	
Goal Category	2)	Goals	Estimated Cost	Funding Source General Fund Operating Budget
1. Governance	a) b)	Implement Balanced Tax/Fee Schedules Maintain updated Comprehensive Plan elements	Staff Resources Staff Resources	General Fund Operating Budget General Fund Operating Budget
	c)	Evaluate Belton's Long-Term Future Water Rights for sufficiency	Staff Resources	Water/Sewer Operating Budget
	a)	Analyze PD Facility Needs and Municipal Court	Staff Resources	General Fund Operating Budget
2. Public Safety	b)	Implement Fire Department Facility Needs	Staff Resources	General Fund Operating Budget
	c) a)	Evaluate options for providing fire sprinkler protection downtown Update CIP Process and Plan	Staff Resources Staff Resources	General Fund Operating Budget, TIRZ General Fund Operating Budget
3. Quality of Life		·	Annual Budget;	General Fund Operating Budget,
3. Quality of Life	b)	Continue Street Infrastructure Plan Funding	Bonds	TIRZ, BEDC
	c) a)	Continue Infrastructure Priorities for Water; Sewer; Drainage Keep Downtown Belton Vital	Staff Resources Staff Resources	Water/Sewer Operating Budget General Fund Operating Budget, TIRZ
	b)	Develop IH 35, IH 14 Corridors	Staff Resources	General Fund Operating Budget, TIRZ,
4. Economic				BEDC
Development	c) d)	Establish Façade Grants for 6 th Avenue properties Develop Rockwool Land	TBD TBD	TIRZ BEDC
	a) e)	Evaluate Small Business Support Center	Staff Resources	BEDC
	e) a)	Participate in Regional (KTMPO) Planning for Transportation and Hike/Bike Needs	Staff Resources	General Fund Operating Budget
5. Connectivity	b)	Repair/replace Central Avenue Bridge east of IH 35 in Shirttail Bend	TBD	City of Belton, TxDOT
o. Connectivity	C)	Continue expansion of Temple/Belton Wastewater Treatment Plant (TBWWTP)	TBD	Water/Sewer Fund
6. Parks/Natural	d) a)	Begin Lake to Lake Road Project Construction Implement Parks/Rec. Master Plan and analyze/ benchmark need for City Rec Center	TBD Staff Resources	City of Belton, Bell County, TxDOT Gen. Fund Operating Budget

City of Belton, Texas Strategic Plan FY 2018

Year 1: Three Year Action Plan Priority 1 Goals: FY 2018

Goal Categories	Goals
1. Governance	 a) Implement Balanced Tax/Fee Schedules b) Implement Growth Management Strategy c) Implement Comprehensive Plan and Update Development Policies d) Develop analysis to determine whether to renew, expand, or replace the TIRZ e) Complete Comprehensive Analysis on Dog Ridge Water Supply Corporation (DRWSC)
2. Public Safety	 a) Complete PD building expansion/renovation b) Implement PD and FD Strategic Plan Updates c) Prepare Fire Dept. Assessment on Station locations, response times, and future needs d) Plan for loss in FD EMS revenue and service area adjustment
3. Quality of Life	 a) Develop 2018 CIP Process and Plan b) Implement Street Infrastructure Plan Annual Maintenance Reconstruction/New Street Construction c) Analyze need for expanded Library Services d) Develop Other Infrastructure priorities/funding plan for Water/Sewer/Drainage Needs
4. Economic Development	 a) Develop/Implement Downtown Revitalization Plan b) Plan/Implement S. IH 35 Sewer and IH Water Projects c) Continue Coordination between City/BEDC to maximize project success d) Complete Hotel/Conference Center Assessment e) Enhance Retail Development Strategy
5. Connectivity	 a) Expand Linkages Provided by Comprehensive Trail System b) Continue planning for Lake to Lake Road Project c) Facilitate Cable/Fiber Service Expansion
6. Parks / Natural Beauty	 a) Implement updated Parks and Recreation Master Plan, and explore additional Park enhancements b) Design Chisholm Hike/Bike Trail, from University Drive to Sparta under railroad c) Submit TxDOT grant for Trail connecting North/South Belton



City of Belton Strategic Plan Goal Action Plan FY 2018

Goal Category:	Parks / Natural B	eauty
Goal 6a:		ed Parks and Recreation Master Plan, and I Park enhancements
Applicable Outcome Statement(s)	Belton has dyna beauty	amic recreational opportunities and natural
Project Year:	FY 2018	
Team Leader:		Assisted By:
Director of Parks and R	ecreation	Director of Public Works, Director of Planning

Outcome Description(s):	• Park Plan Update will serve as guide for future develop- ment of parks, trails, and recreational opportunities within the community
Performance Indicator(s):	 Belton Parks Master Plan has been updated and includes: Updated Community Needs Assessment Updated Park Amenities New/Revised Parks, Park Priorities Considerations for Near Term Include: Disc Golf evaluation Standpipe/Water Tower Park planning Heritage Park Kayak put in and take out; fishing dock Dog Park evaluation Miller Springs Park Partnership
Challenges/Barriers:	Staff and financial resourcesCommunity input/access
Partners:	 Consultant, Community, U.S. Army Corps of Engineers, U.S. Congress, Parks Board, and BISD

Timeline for Implementation	Expected Completion Date
FY 2018-2023	FY 2018 (yr 1)

Cost	Funding Source(s)
	General Fund, Future Grants
TBD	





	PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-2-2015
	FARM AND RANCH CONTRACT
EDWAL HOUSER	
DPPORTUNITY T.	PARTIES: The parties to this contract are GATED RIVER ONE LLC (Seller) and CITY OF BELTON TEXAS (Buyer). Seller agrees to
	(Seller) and CITY OF BELTON TEXAS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2	PROPERTY: The land, improvements, accessories and crops except for the exclusions and
	reservations, are collectively referred to as the "Property".
	A. LAND: The land situated in the County of BELL , Texas,
1	described as follows: APPROX. 83 ACRES TO BE SURVEYED OUT OF THE LEON VALLEY
	SUBDIVISION PHASE 1, BLOCK 001, LOT 0001 & 134.200 TR ADJ, SEE EXHIBIT "B" (SURVEY)
	or as described on attached exhibit, also known as 24TH STREET, BELTON, TX 76513
	(address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and
	cooperative or association memberships.
	B. IMPROVEMENTS:
	(1) FARM and RANCH IMPROVEMENTS: The following permanently installed and built-in
	items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and
	corrals.
	(2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and
	improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and
	appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling
	fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and
	speakers, heating and air-conditioning units, security and fire detection equipment, wiring,
	plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment,
	garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking
	equipment, and all other property owned by Seller and attached to the above described real property.
-	C. ACCESSORIES:
	(1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check
	boxes of conveyed accessories) portable buildings hunting blinds game feeders
	livestock feeders and troughs irrigation equipment fuel tanks submersible
	pumps pressure tanks corrals gates chutes other:
Ì	
	(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window
	air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool
	equipment and maintenance accessories, artificial fireplace logs, and controls for:
	(i) garages, (ii) entry gates, and (iii) other improvements and accessories.
	D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops
	until delivery of possession of the Property.
]	E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller
	and must be removed prior to delivery of possession:
	F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other
	interests is made in accordance with an attached addendum or Special Provisions.
3.	SALES PRICE:
	A. Cash portion of Sales Price payable by Buyer at closing \$ 2,075,000.00
	B. Sum of all financing described in the attached: Third Party Financing Addendum,
	Loan Assumption Addendum, Seller Financing Addendum, Seller Financing Addendum,
	C. Sales Price(Sum of A and B)
1	If the Sales Price is adjusted, the Sales Price will be calculated on the basis of \$ 25,000.00
	per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this
	contract by providing written notice to the other party within days after the
	contract by providing written notice to the other party within days after the terminating party receives the survey. If neither party terminates this contract or if the
	variance is 10% or less, the adjustment will be made to the amount in 3A 3B
	proportionately to 3A and 3B.
4.	LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the
	license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of
	which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify
	the other party in writing before entering into a contract of sale. Disclose if applicable:
_	
5.	EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit
	\$ 50,000.00 as earnest money with FIRST COMMUNITY TITLE COMPANY
	as escrow agent, at TEMPLE, TEXAS
	(address). Buyer shall deposit additional earnest money of \$ with escrow
	agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract. Buyer will be in default.
TAR 1701	earnest money as required by this contract, Buyer will be in default. Initialed for identification by Buyer and Seller TREC NO. 25-11 age Company PO Box 297 Salado, TX 76571 Fax: CITY OF
First Texas Brokers	age Company PO Box 297 Salado, TX 76571 Phone: 254-947-5577 Fax: CITY OF
Glenn Hodge	Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

. TI	(Address of Property)
	ILE POLICY AND SURVEY:
Α.	TITLE POLICY: Seller shall furnish to Buyer at X Seller's Buyer's expense an owner polic
	of title insurance (Title Policy) issued by: FIRST COMMUNITY TITLE COMPANY (Title
	Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer agains
	loss under the provisions of the Title Policy, subject to the promulgated exclusions (including
	existing building and zoning ordinances) and the following exceptions:
	(1) The standard printed exception for standby fees, taxes and assessments.
	(2) Liens created as part of the financing described in Paragraph 3.
	(3) Reservations or exceptions otherwise permitted by this contract or as may be approved
	by Buyer in writing.
	(4) The standard printed exception as to marital rights.
	(5) The standard printed exception as to waters, tidelands, beaches, streams, and related
	matters.
	(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary
	lines, encroachments or protrusions, or overlapping improvements: X (i) will not be
	amended or deleted from the title policy; or (ii) will be amended to read, "shortages in
-	area" at the expense of Buyer Seller.
в.	COMMITMENT: Within 20 days after the Title Company receives a copy of this contract
	Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's
	expense, legible copies of restrictive covenants and documents evidencing exceptions in the
	Commitment (Exception Documents) other than the standard printed exceptions. Selle
	authorizes the Title Company to deliver the Commitment and Exception Documents to Buye
	at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents
	are not delivered to Buyer within the specified time, the time for delivery will be
	automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier
	If, due to factors beyond Seller's control, the Commitment and Exception Documents are no
	delivered within the time required, Buyer may terminate this contract and the carnest money
~	will be refunded to Buyer.
С.	SURVEY: The survey must be made by a registered professional land surveyor acceptable to
	the Title Company and Buyer's lender(s). (Check one box only):
	(1) Within days after the effective date of this contract, Seller shall furnish to Buyer
	and Title Company Seller's existing survey of the Property and a Residential Real Property
	Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller
	fails to furnish the existing survey or affidavit within the time prescribed, Buyer
	shall obtain a new survey at Seller's expense no later than 3 days prior to
	Closing Date. The existing survey will will not be recertified to a date subsequent
	to the effective date of this contract at the expense of Buyer Seller. If the existing
	survey is not approved by the Title Company or Buyer's lender(s), a new survey will be
	obtained at the expense of Buyer Seller no later than 3 days prior to Closing Date.
X	(2) Within 30 days after the effective date of this contract, Buyer shall obtain a new
6.5	survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual
	receipt or the date specified in this paragraph, whichever is earlier.
()	(3) Within days after the affective date of this contract Seller at Seller's evennes
I J	(3) Within days after the effective date of this contract, Seller, at Seller's expense
1	shall furnish a new survey to Buyer.
	(4) No survey is required.
D.	OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title
	disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the
	Commitment other than items 6A(1) through (6) above; (ii) any portion of the Property lying
	in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency
	Management Agency map; or (iii) any exceptions which prohibit the following use of
	activity: PARK
	Buyer must object the earlier of (i) the Closing Date or (ii) 14 days after Buyer receives
	the Commitment, Exception Documents, and the survey. Buyer's failure to object within the
	time allowed will constitute a waiver of Buyer's right to object; except that the requirements
	in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated
	to incur any expense, Seller shall cure the timely objections of Buyer or any third party
	lender within 15 days after Seller receives the objections and the Closing Date will be
	ionadi winnin to days and senior receives the objectivits and the closing plate will be
	extended as necessary. If objections are not cured within such 15 day period this contract
	will terminate and the earnest money will be refunded to Buyer unless Buyer waives the
	objections.
E.	EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer
	with copies of the Exception Documents listed below or on the attached exhibit. Matters
	reflected in the Exception Documents listed below or on the attached exhibit will be
	permitted exceptions in the Title Policy and will not be a basis for objection to title:
	Document Date Recording Reference

Contract Concerning 83 ACRES LEON VALLEY, BELTON TEXAS 76513 Page 3 of 10 11/2/ (Address of Property)	2015
F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with	
copies of written leases and given notice of oral leases (Leases) listed below or on the	
attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: NONE	1
wir not be a basis for objection to fille.	
G. TITLE NOTICES:	
(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished	
with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be	
promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's	
right to object. (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily	
created district providing water, sewer, drainage, or flood control facilities and services	
Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory	/
notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.)
(3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135	
Texas Natural Resources Code, requires a notice regarding coastal area property to be)
included in the contract. An addendum containing the notice promulgated by TREC or	
required by the parties must be used. (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies	i
Buyer under §5.011, Texas Property Code, that the Property may now or later be included	1
in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its	
boundaries and extraterritorial jurisdiction. To determine if the Property is located within a	
municipality's extraterritorial jurisdiction or is likely to be located within a municipality's	\$
extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.	i
(5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE	
PROVIDER: Notice required by §13.257, Water Code: The real property, described in)
Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the	
properties in the certificated area. If your property is located in a certificated area there	
may be special costs or charges that you will be required to pay before you can receive	•
water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to	
determine if the property is in a certificated area and contact the utility service provider to	
determine the cost that you will be required to pay and the period, if any, that is required	
to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding	
contract for the purchase of the real property described in Paragraph 2 or at closing of	
purchase of the real property.	
(6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this	
parcel of real property you are obligated to pay an assessment to a municipality or county	
for an improvement project undertaken by a public improvement district under Chapter	
372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due	
dates of that assessment may be obtained from the municipality or county levying the	
assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.	
(7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is X is not located in a	
Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.	
(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205,	
Property Code, requires Seller to notify Buyer as follows: The private transfer fee	
obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code. (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system	
service area owned by a distribution system retailer, Seller must give Buyer written notice	
as required by \$141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.	
(10) NOTICE OF WATE R LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of	
water, including a reservoir or lake, constructed and maintained under Chapter 11, Water	
Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of	
water adjoining the Property fluctuates for various reasons, including as a result of: (1) an	
entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."	
TAR 1701 Initialed for identification by Buyer and Seller TREC NO	D. 25-

Contract Concerning 83 ACRES LEON VALLEY, BELTON TEXAS 76513 Page 4 of 10 (Address of Property)

7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect .

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)
- (1) Buyer has received the Notice
- (2) Buyer has not received the Notice. Within days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the carriest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing whichever first occurs, and the earnest money will be refunded to Buyer.
- The Texas Property Code does not require this Seller to furnish the Notice. X (3)
- SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As is" means the present condition of the Property with any and all defects and without warranty except for the warranties of titles and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. (Check one box only)
- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shal complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are flicensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writting, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
 - (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards or conditions materially affecting the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property:
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
- RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service (on tract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an . Buyer should review any residential service contract amount not exceeding \$

 for the scope of coverage, bottosis and minitalors, the purchased from various companies authorized to do business in Texas. J. GUCVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit. Selier shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing. 8. BROKRES' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements. 9. CLOSMC: 1. The closing of the sale will be on or before <u>June1</u>, 2018, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever it is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. 8. At Closing: (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates, showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, treleases, locan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy. (4) There will be no lien, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed bans will not be indefault. (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.10 2, Property Code), if any, to	ontrad	ct Concerning 83 ACRES LEON VALLEY, BELTON TEXAS 76513 Page 5 of 10 11/2/20 (Address of Property)
 Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements. A. The closing of the sale will be on or before <u>June 1</u>, 2018, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. B. At Cosing: (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy. (4) There will be no lines, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed loans will not be in default. (5) If the Property is subject to a residential lease. Seller shall transfer security deposits (as defined under §92.10.2. Property Code), if any, to Buyer in such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the recum of the security deposit, and specifying the exact dollar amount of the security deposit. 10. POSSESSION: A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and		authorized to do business in Texas. J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below
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 (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default. (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.10 2, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit. 10. POSSESSION: A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: X upon closing and funding X according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing of the soles insurance coverage may expose the parties to economic loss. B. Leases: (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent. (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliv	9.	A. The closing of the sale will be on or before June 1 , 2018 , or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
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 condition, ordinary wear and tear excepted: X upon closing and funding X according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss. B. Leases: (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent. (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract. 11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.) 	10.	POSSESSION:
 After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent. If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.) 		condition, ordinary wear and tear excepted: X upon closing and funding X according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.
sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)		 After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent. If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days
	11.	sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(Address of Property)

- (b) Seller shall also pay an amount not to exceed \$_______to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
- (2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; Ioan application fees; origination charges; credit reports; preparation of Ioan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; Ioan title policy with endorsements required by lender; Ioan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any Ioan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are riot paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessment's will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the cannest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller
- 15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agen, who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

TAR 1701

Page 7 of 10

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:	To Seller at: P.O. BOX 297
	SALADO, TEXAS 76571
Phone: (254)721-5522	Phone: (254)947-5577
Fax:	Fax:
E-mail: marion@jbryanproperties.com;slisti@beltontexas.gov	E-mail: saladotx@gmail.com
01 Initialed for identification by Buyer	and Seller

ntract Concerning 83 ACRES LEON V	ALLEY, BELTON TEXAS 76513 Page 8 of 10 11/2/ (Address of Property)
22. AGREEMENT OF PARTIES: This c cannot be changed except by their w are (check all applicable boxes):	contract contains the entire agreement of the parties and written agreement. Addenda which are a part of this contract
Third Party Financing Addendum	Environmental Assessment, Threatened or
Seller Financing Addendum	Endangered Species and Wetlands Addendum
Addendum for Property Subject to Mandatory Membership in a Property	Seller's Temporary Residential Lease
Owners Association	Short Sale Addendum
Buyer's Temporary Residential Lease	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
Loan Assumption Addendum Addendum for Sale of Other Property	Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead
by Buyer Addendum for "Back-Up" Contract	-based Paint Hazards as Required by Federal Law
Addendum for Coastal Area Property	Addendum for Property in a Propene Gais System Service Area
	X Other (list):INTERMEDIARY RELATIONSHIP NOTICE, EXHIBIT "A"
unrestricted right to terminate this co	be a part of this contract and Buyer shall not have the pontract. If Buyer gives notice of termination within the time
Buyer. The Option Fee will will r essence for this paragraph and required.	e refunded; however, any earnest money will be refunded to not be credited to the Sales Price at closing. Time is of the strict compliance with the time for performance is SIGNING: TREC rules prohibit real estate license holders from CT CAREFULLY.
Buyer. The Option Fee will will r essence for this paragraph and required. 24. CONSULT AN ATTORNEY BEFORE \$	not be credited to the Sales Price at closing. Time is of the strict compliance with the time for performance is SIGNING: TREC rules prohibit real estate license holders from
Buyer. The Option Fee will will r essence for this paragraph and required. 24. CONSULT AN ATTORNEY BEFORE S giving legal advice. READ THIS CONTRAC	not be credited to the Sales Price at closing. Time is of the strict compliance with the time for performance is SIGNING: TREC rules prohibit real estate license holders from CT CAREFULLY.
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Buyer. The Option Fee will will r essence for this paragraph and required. 24. CONSULT AN ATTORNEY BEFORE \$ giving legal advice. READ THIS CONTRAC Buyer's Attorney is: JOHN MESSER Phone: (254)939-1818	hot be credited to the Sales Price at closing. Time is of the strict compliance with the time for performance is SIGNING: TREC rules prohibit real estate license holders from CT CAREFULLY. Seller's Attorney is: <u>NEALE POTTS</u> Phone: (254)939-1818
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Buyer. The Option Fee will will r essence for this paragraph and required. 24. CONSULT AN ATTORNEY BEFORE \$ giving legal advice. READ THIS CONTRAC Buyer's Attorney is: JOHN MESSER Phone: (254)939-1818 Fax: E-mail: john@mpmlaw.net EXECUTED the day of	hot be credited to the Sales Price at closing. Time is of the strict compliance with the time for performance is SIGNING: TREC rules prohibit real estate license holders from CT CAREFULLY. Seller's Attorney is: NEALE POTTS Phone: (254)939-1818 Fax: E-mail: neale@mpmlaw.net (EFFECTI/VE DATE).
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Buyer. The Option Fee will will r essence for this paragraph and required. 24. CONSULT AN ATTORNEY BEFORE S giving legal advice. READ THIS CONTRACT Buyer's Attorney is: JOHN MESSER Phone: (254)939-1818 Fax: E-mail: john@mpmlaw.net EXECUTED the day of (BROKER: FILL IN THE DATE OF FINAL ACC Buyer MARION GRAYSON Buyer The form of this contract has been approved by the trained real estate. No representation is made as to	hot be credited to the Sales Price at closing. Time is of the strict compliance with the time for performance is SIGNING: TREC rules prohibit real estate license holders from CT CAREFULLY. Seller's Attorney is: <u>NEALE POTTS</u> Phone: (254)939-1818 Fax: E-mail: neale@mpmlaw.net :EPTANCE.) Seller WILLIAM B. PIPES Seller Seller Provision in any specific transactions. I at Estate Commission. TREC forms are intended for use only by the legal validity or adequacy of any provision in any specific transactions. I at Estate Commission, P.O. Box 12 188, Austin, TX 78711-21'88, (512) 936-

			(Ad	dress of Property)	76513 Page 9 of	
				TION OF FEE		
	ting Broker ha is received sing.	as agreed to pay C . Escrow Agent is	other Broker s authorized and dir	o ected to pay C	f the total Sales Price when I other Broker from Listing E	Listing Broker's Broker's fee at
	her Broker:			Listing Broker By:		
	E	ROKER INFORM	ATION AND AGREEN		MENT OF BROKER'S FEES	
Oth	ner Broker		License No.		BROKERAGE COMPANY	0470284 License No.
Ass	sociate's Nam	e	License No.	GLENN HODO Listing Associa	3E ate's Name	License No.
Lice	ensed Superv	isor of Associate	License No	Licensed Supe	ervisor of Listing Associate	License No.
Öth	ner Broker's O	ffice Address		PO BOX 297 Listing Broker'	s Office Address	
City	y		State Zip		TX State	
Pho	one	1) (y) (y)	Fax	(254)947-5577 Phone		Fax
Ass	sociate's Ema	I Address		saladotx@gm Listing Associa	ail.com ate's Email Address	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11
	resents	Buyer only as I	Buyer's agent	-		Liconce Ma
		Seller as Listin	g Broker's subagent	Selling Associa		License No.
				Licensed Supe	ervisor of Selling Associate	License No.
				Selling Associa	ate's Office Address	Fax
				City	State	Zip
				Selling Associa	ate's Email Address	
				represents	X Seller Only Buyer Only Seller and Buyer as an	intermediary
agreem or \$	nent is attach	ed: (a) Seller % of the to	Buyer will pay List al Sales Price; and f the total Sales Pric	ing/Principal Bro	cribed in the contract to oker a cash fee of \$ Buyer will pay Other Broker authorizes and directs Escr	a cash fee of
			okers' fees or the s intained by the Texas		between brokers are not t ommission.	ixed, controlled,
Seller	WILLIAM B	. PIPES		Buyer M	ARION GRAYSON	
Seller			an an ann an	Buyer		
		Do not sign if the	e is a separate writter	agreement for p	ayment of Brokers' fees.	
		lentification by Buy	·····	nd Seller		TREC NO. 2

ntract Concerning 83 /	ACRES LEON VALLE	Y, BELTON TEXAS 76513 (Address of Property)	Page 10 of 10 11/2/201
	OPTIC	ON FEE RECEIPT	
Receipt of \$	(Option Fee) ir	the form of	is acknowledged.
Seller or Listing Broker		Date	
		EARNEST MONEY RECEIPT	
Receipt of Contract and \$	E	arnest Money in the form of	
Receipt of Contract and \$ is acknowledged. Escrow Agent:			
is acknowledged.	10 (110) 1 (11) (1) (1) (1) (1) (1) (1) (1) (1) (1	Date:	
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is acknowledged. Escrow Agent: By:	10 (110) 1 (11) (1) (1) (1) (1) (1) (1) (1) (1) (1	Date: Email Address	
is acknowledged. Escrow Agent: By:		Date: Email Address Phone	

Exhibit "A"

- Prior to June 1, 2021, Buyer agrees to design and complete construction of a street which will connect the existing East 24th Street and/or Hilltop Street to the south boundary of Seller's remaining property adjoining the tract which is the subject of this contract.
- 2) Seller agrees to convey to Buyer a public right-of-way which will connect Seller's remainder tract of its original 138.53 acres, to Guthrie Drive/Estate Drive through Seller's various tracts, as follows:
 - a. Right of way across all of the following roadways shown on Seller's Final Plat of Mystic River. Phase Three, submitted to the City of Belton on May 2, 2018, a copy of which is attached hereto described as C3.1:
 - i. Mystic Meadow Drive;
 - ii. Leon Valley Drive; and
 - iii. Pecan Valley Drive.
 - b. Seller or its assigns, the owner of the property of the approximate 58 acre tract currently known as proposed Mystic River Phase III, will have the option to connect the approximate 58 acres to Guthrie Drive/Estate Drive as provided in 2 a. above.
- 3) Buyer will provide to the Seller a letter from its City Manager stating in principle the following:
 - a. So long as the Seller's remainder tract out of its original 138.53 acres is divided into ten lots or less, Seller will not be required to construct a roadway through such tract as would otherwise be required pursuant to Buyer's Thoroughfare Plan.
 - b. Seller is in no way bound by the said Thoroughfare Plan as to its tract to the north of the remainder tract described in sub-paragraph (a.) above, said tract also described in Document No. 2007-00023757 of the Official Public Records of Real Property of Bell County, Texas.
- 4) Buyer shall have an absolute Right of First Refusal to match any legitimate contract offer for the purchase of the reminder of Sellers 138.53-acre tract. The Right of First Refusal shall remain in effect until June 1, 2021. Buyer shall notify Seller within 14 days of Buyer's notice of a legitimate contract offer and must close the transaction within sixty days of said notice.
- 5) Seller agrees that in conjunction with the sale of the property which is the subject of this contract, it will also eonvey sixty percent (60%) of Seller's water rights tied to Seller's 138.53 tract, including but not limited to surface water rights, Leon River Water Rights and other water rights connected to aid tract.
- 6) Glenn Hodge is a licensed Real Estate agent and part of the principal of this contract.

THESE PROVISIONS OF THE CONTRACT WILL SURVIVE CLOSING.



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MLC

ECB

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4-6-18

	FEMA 100 YEAR FLOODPLAIN	•	NEW FIRE HYDRAN
(777777)		•	EXISTING FIRE HY
	FUTURE DEVELOPMENT		NEW 8" C900 DR
	NEW SANITARY SEWER		WATER MAIN
Ø	NEW SANITARY SEWER MANHOLE		NEW WATER SERVI
			NEW STORM SEWE
0	EXISTING SANITARY SEWER MANHOLE		NEW CURB INLET
	NEW SANITARY SEWER SERVICE	*	NEW STREET LIGH
	SANITARY SEWER DIRECTIONAL FLOW ARROW		
	NEW 4" PVC SCHEDULE 40		





Life's better outside.

Commissioners

Ralph H. Duggins Chairman Fort Worth

S. Reed Morian Vice-Chairman Houston

T. Dan Friedkin Houston

> Anna B. Galo Laredo

Bill Jones Austin

Jeanne W. Latimer San Antonio

> James H. Lee Houston

Dick Scott Wimberley

Kelcy L. Warren Dallas

Lee M. Bass Chairman-Emeritus Fort Worth

Carter P. Smith Executive Director Mr. Sam A. Listi City Manager 333 Water Street Belton, Texas 76513

Re: Waiver of Retroactivity - Leon Valley Property

Dear Mr. Listi:

Per your request, enclosed is the Waiver of Retroactivity for the referenced **83 acres located in the M.F. Connell Survey, Abstract No. 6, in Bell County, Texas,** to expand Heritage Park. Please sign the Waiver, then scan and return to us for our files.

You are reminded that the granting of said waiver is for land acquisition only; it does not constitute or imply grant approval. Please note that if a grant is awarded, the City must conduct an appraisal to be submitted for approval by Recreation Grants at Texas Parks and Wildlife Department. The acquisition must be completed prior to development.

Thank you for your interest in our programs. If you have any questions, please call Aaron Friar at 512-389-8040.

Sincerely,

Tim Hogsett Director Recreation Grants Branch

TH:DL:af

Enclosures

4200 SMITH SCHOOL ROAD AUSTIN, TEXAS 78744-3291 512.389.4800

www.tpwd.texas.gov

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.

TEXAS PARKS AND WILDLIFE DEPARTMENT WAIVER OF RETROACTIVITY FOR LAND ACQUISITION LOCAL PARK GRANTS PROGRAM

Project Sponsor and Name: BELTON Leon Valley Property - Heritage Park Expansion

Project Period: TPWD Approval Date to August 31, 2019

* ~~~~ * ~~~~ *

The requester hereby agrees and accepts the terms of said waiver as described, for the purpose of maintaining eligibility for future matching grant assistance through the Texas Recreation and Parks Account Program. It is understood that this waiver is not effective until it has been executed by all parties and an executed agreement is returned to the Department.

DESCRIPTION OF ACQUISITION

A tract of land containing 83 acres located in the M.F. Connell Survey, Abstract No. 6, in Bell County, Texas 76513. The property is located along the Leon River, and adjacent to the northern boundary of Heritage Park.

The following terms and conditions are understood and accepted by the undersigned political subdivision and the Department:

- 1. The granting of said waiver does not constitute a future grant approval, nor is approval of such implied; and
- The waiver is valid for the time period and area herein described and it will not be extended if a grant is not approved prior to expiration; and
- Costs for obtaining said waiver and land acquisition are incurred at the expense of the undersigned political subdivision. Eligible costs cannot be reimbursed unless a grant is approved prior to the waiver's expiration; and
- 4. The said waiver is valid for the described land acquisition only, and construction/development costs will not be retroactive; and
- 5. Land value (for grant matching purposes) will be credited for the value which existed at the time the title was transferred to the undersigned political subdivision. The land will be acquired in accordance with the enclosed "Acquisition Project Procedures."

* ~~~~ * ~~~~ *

TEXAS PARKS AND WILDLIFE DEPARTMENT

DI

Tim Hogsett, Director, Recreation Grants Branch

TPWD Approval Date

Name and Title

CITY OF BELTON Political Subdivision (Sponsor)

Sam A. Listi, City Manager Name and Title

(Rev. 06/00)

Staff Report – City Council Agenda Item



Agenda Item #7B

Consider adoption of resolution expressing official intent to reimburse certain expenditures.

Originating Department

Finance Department – Brandon Bozon, Director of Finance

Summary Information

Due to the timing of the land acquisition for the purchase of property for the expansion of Heritage Park (Item 7A), it is not possible to issue bonds ahead of the closing date. However, the City may issue bonds after the expenditures are paid, provided the Council adopts the resolution expressing official intent to reimburse certain expenditures. In practice, what this will allow the City to do is pay for the land out of the fund balance of its General Fund, and then replenish those funds with a bond issue to occur within the next 18 months. As payment for the land will bring the fund balance of the General Fund below the required minimum per the City's Fund Balance Policy, it is Staff's recommendation that the process to issue bonds to reimburse fund balance begin immediately (Item 7C).

Fiscal Impact

None related directly to this item. See items 7A and 7C.

Recommendation

Recommend approval of the attached resolution.

Attachments

Resolution expressing official intent to reimburse certain expenditures

City Council Agenda Item May 8, 2018 Page 1 of 1

RESOLUTION NO. 2018-12-R

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES

WHEREAS, the City Council of the City of Belton, Texas (the "Issuer") expects to pay expenditures in connection with the project described on <u>Exhibit A</u> attached hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

<u>Section 1</u>. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$2,300,000 for the purpose of paying the costs of the Project.

<u>Section 2</u>. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is <u>later</u> than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

<u>Section 3</u>. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 8th day of May, 2018.

Marion Grayson, Mayor, City of Belton

Amy M. Casey, City Clerk, City of Belton

<u>EXHIBIT A</u>

Constructing, improving, renovating and/or equipping City parks, including the purchase of land for the expansion of Heritage Park.

Staff Report – City Council Agenda Item



Agenda Item #7C

Consider adoption of resolution directing the publication of notice of Intention to Issue Combination Tax and Limited Revenue Certificates of Obligation, Series 2018 and other matters related thereto.

Originating Department

Finance Department – Brandon Bozon, Director of Finance

Summary Information

This bond issue, in the maximum principal amount of \$2,300,000, will reimburse the fund balance of the General Fund for the cost to purchase land for the expansion of Heritage Park.

Fiscal Impact

De minimis impact at this time for the publication of notices.

The use of Fund Balance of the General Fund and/or Debt Service Fund will be required in future budget cycles to support the debt until growth and the retirement of existing debt will allow for the support of the debt without an increase in the overall tax rate. Currently, it is estimated that the use of \$320,000 to \$370,000 of the fund balance of the General Fund will be required to support the debt, depending on the final interest rate and term (10 or 12 years).

Recommendation

Recommend approval of the attached resolution.

Attachments

Resolution directing the publication of notice of intention to issue combination tax and limited revenue certificates of obligation, series 2018 Model of potential debt service schedules Potential CO timetables for issuance

> City Council Agenda Item May 8, 2018 Page 1 of 1

RESOLUTION NO. 2018-13-R

RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018 AND OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS § COUNTY OF BELL § CITY OF BELTON §

WHEREAS, the City Council (the "Council") of the City of Belton, Texas (the "City") finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in <u>Exhibit "A"</u> attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue certificates of obligation in a maximum principal amount not to exceed \$2,300,000 (the "Certificates") pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act") for the purpose of financing the Contractual Obligations; and

WHEREAS, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates once a week for two consecutive weeks in a newspaper of general circulation in the City with the first publication to be at least 31 days before the date tentatively set for passage of the ordinance authorizing the Certificates, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized, and (iii) the manner in which the Certificates will be paid; and

WHEREAS, prior to the issuance of the Certificates, the City is additionally required by Section 8.15 of its Charter to hold a public hearing and to publish notice of such public hearing summarizing the statutory provisions for petition and election with respect to the Certificates at least once a week for three consecutive weeks; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. Attached hereto is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

Section 2. The City Clerk or other authorized representatives of the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, once a week for three consecutive weeks, the date of the first publication to be at least 31 days prior to the time set for the ordinance authorizing the issuance of the Certificates as shown in the notice. In additional to the foregoing publications, the City Clerk or other authorized representatives of the City, may also cause such notice to additionally be published in any other publication within the City deemed to be appropriate for providing additional notice to the public; provided that such additional publication is not required to satisfy the foregoing requirements with respect to the timing of publication.

Section 3. The City Council hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of obligations being issued or (ii) \$9,500 for each series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

Section 4. This Resolution shall become effective immediately upon adoption. The Mayor and City Clerk are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution.

Belton CO2018: Notice Resolution

PASSED AND APPROVED THIS 8th day of May, 2018.

Marion Grayson, Mayor, City of Belton

ATTEST:

Amy M. Casey, City Clerk, City of Belton

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Belton, Texas, to issue interest bearing certificates of obligation of the City entitled "City of Belton, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2018" for the purpose of paying contractual obligations incurred or to be incurred by the City for (1) constructing, improving, renovating and/or equipping City parks, including the purchase of land for the expansion of Heritage Park and (2) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuance in connection with the certificates. The City Council tentatively proposes to authorize the issuance of such Certificates of Obligation at its regular meeting place at the Harris Community Center in the Wright Room located at 401 North Alexander in Belton, Texas 76513, at a regular meeting to commence at 5:30 p.m. on the 26th day of June, 2018. The maximum amount of Certificates of Obligation that may be authorized for such purpose is \$2,300,000. The City Council presently proposes to provide for the payment of such Certificates of Obligation from the levy of ad valorem taxes and from a limited pledge of the surplus revenues derived from the operation of the City's combined waterworks and sewer system, after payment of all operation and maintenance expenses and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the revenues of the City's combined waterworks and sewer system, which amount shall not exceed \$1,000.

In accordance with the City's home rule charter, the City also intends to hold a public hearing with respect to the proposed issuance of the Certificates of Obligation at its regular meeting place at the Harris Community Center in the Wright Room located at 401 North Alexander in Belton, Texas 76513 at a meeting on the 12th day of June, 2018, to commence at 5:30 p.m. Pursuant to state law, if before the City takes action to authorize the issuance of the Certificates of Obligation the City Clerk receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the Certificates of Obligation, the City may not authorize the issuance of the Certificates of Obligation unless such issuance is approved at an election held within the City.

CITY OF BELTON, TEXAS

Term	10 years
Interest	4%
Principal	\$ 2,300,000

Year	FY		Paym	nent	Inter	est	Princ	ipal	Balar	nce
	0	2018							\$	2,300,000
	1	2019	\$	102,000	\$	92,000	\$	10,000	\$	2,290,000
	2	2020	\$	101,600	\$	91,600	\$	10,000	\$	2,280,000
	3	2021	\$	101,200	\$	91,200	\$	10,000	\$	2,270,000
	4	2022	\$	100,800	\$	90,800	\$	10,000	\$	2,260,000
	5	2023	\$	130,000	\$	90,400	\$	39,600	\$	2,220,400
	6	2024	\$	240,000	\$	88,816	\$	151,184	\$	2,069,216
	7	2025	\$	310,000	\$	82,769	\$	227,231	\$	1,841,985
	8	2026	\$	530,000	\$	73,679	\$	456,321	\$	1,385,664
	9	2027	\$	610,000	\$	55,427	\$	554,573	\$	831,091
1	LO	2028	\$	864,334	\$	33,244	\$	831,091	\$	-

Estimated use of fund balance (General Fund): \$370,000

Term	12 years
Interest	4%
Principal	\$ 2,300,000

Year	<u>FY</u>	Payment		<u>ment</u> <u>Interest</u> <u>Principal</u>		Principal	<u>Balance</u>		
0	2018							\$	2,300,000
1	2019	\$	100,000	\$	92,000	\$	8,000	\$	2,292,000
2	2020	\$	101,680	\$	91,680	\$	10,000	\$	2,282,000
3	2021	\$	101,280	\$	91,280	\$	10,000	\$	2,272,000
4	2022	\$	100,880	\$	90,880	\$	10,000	\$	2,262,000
5	2023	\$	110,000	\$	90,480	\$	19,520	\$	2,242,480
6	2024	\$	160,000	\$	89,699	\$	70,301	\$	2,172,179
7	2025	\$	160,000	\$	86,887	\$	73,113	\$	2,099,066
8	2026	\$	320,000	\$	83,963	\$	236,037	\$	1,863,029
9	2027	\$	330,000	\$	74,521	\$	255,479	\$	1,607,550
10	2028	\$	500,000	\$	64,302	\$	435,698	\$	1,171,852
11	2029	\$	620,000	\$	46,874	\$	573,126	\$	598,726
12	2030	\$	622,675	\$	23,949	\$	598,726	\$	-

Estimated use of fund balance (General Fund): \$320,000



City of Belton, Texas Summary Timetable for Issuance of Combination Tax & Revenue Certificates of Obligation, Series 2018

Tuesday, May 8, 2018 •	City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs).
•	City Council approves reimbursement resolution.
Week of May 13, 2018 •	First publication of notice of the City's intention to issue COs.
•	First notice of public hearing runs.
Week of May 20, 2018 •	Second publication of notice of the City's intention to issue COs.
•	Second notice of public hearing runs.
Week of May 27, 2018 •	Third notice of public hearing runs.
•	Rating agency call(s) with City Staff (if needed.)
Tuesday, June 12, 2018 •	Public hearing for debt issuance.
Monday, June 18, 2018 •	Ratings are received.
Tuesday, June 19, 2018 •	Preliminary Official Statement and Notice of Sale are electronically distributed by financial advisor.
Tuesday, June 26, 2018 •	COs are priced by financial advisor through competitive sale.
•	Award. COs are awarded by City Council to winning underwriter(s).

Thursday, July 19, 2018
 Closing. COs are delivered and proceeds received.

Staff Report – City Council Agenda Item



Agenda Item #8

Consider a resolution approving the Advanced Funding Agreement with the Texas Department of Transportation for the Central Avenue Bridge Replacement or Rehabilitation at Nolan Creek in Yettie Polk Park.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

At the April 24th, 2018, City Council meeting, staff presented the history of the Central Avenue bridge, located in Belton's Yettie Polk Park, and its eligibility for replacement or rehabilitation under TxDOT's Off System Bridge Inventory Inspection and Appraisal Program.

- City has identified this as a project priority in the FY 2019 Strategic Plan, Item 5c.
- TxDOT has scheduled replacement/rehab in 2021, subject to approval of a Council resolution in 2018 approving an Advanced Funding Agreement (AFA).
- Cost Estimate is \$1,292,000 to replace bridge.
- The AFA requires 10% match, and Mesquite/IH-35 Drainage Project has been approved by TxDOT as our match.
- Council approval of AFA initiates TxDOT evaluation process, including impacts to existing City improvements, and alternative options for the bridge:
 - o No build
 - Rehab for traffic
 - o 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

TxDOT has assured us that the "undetermined scope of work" (replace or rehab) for a historic bridge is enough justification for the City and TxDOT to decide mutually to terminate the project. Until the feasibility of a rehab project is completed, we cannot fully define or determine potential impacts for the City and the Public. A "go" or "no go" decision will follow the feasibility study by TxDOT, triggered by Council approval of the AFA.

Fiscal Impact

The Mesquite Road/IH-35 Drainage Project has been approved by TxDOT.

City Council Agenda Item May 8, 2018 Page 1 of 2

Recommendation

Recommend approval of Resolution approving Advanced Funding Agreement (AFA).

Attachments

Strategic Plan Excerpts Powerpoint Presentation Advanced Funding Agreement TxDOT Central Avenue Bridge Project Overview: April 12, 2018 Bridge National Register of Historic Places (NRHP) Eligibility Report

> City Council Agenda Item May 8, 2018 Page 2 of 2

		Multi-Year Implementation Pla	an	
On al Ontename		Fiscal Year 2018 Priority 1 Goals	Estimated Ocat	L Funding Oppose
Goal Category	2)	Goals Implement Balanced Tax/Fee Schedules	Estimated Cost Staff Resources	Funding Source General Fund Operating Budget
	a) b)	Implement Growth Management Strategy	Staff Resources	
	,		\$10,000	General Fund Operating Budget
1. Governance	c)	Implement Comprehensive Plan and Update Development Policies	Staff Resources	General Fund Operating Budget
	d)	Develop analysis to determine whether to renew, expand, or replace the TIRZ	TBD	General Fund Operating Budget, TIRZ, BEDC
		Complete Comprehensive Applysic on Des Didse Water Supply Compretion (DDW/CC)	Staff Resources	Water/Sewer Operating Budget,
	e)	Complete Comprehensive Analysis on Dog Ridge Water Supply Corporation (DRWSC)	\$6,750	BEDC
	a)	Complete PD building expansion/renovation	TBD	2013 CO Issuance, General Fund Operating Budget
2. Public Safety	b)	Implement PD and FD Strategic Plan Updates	Staff Resources	General Fund Operating Budget
2.1 abile duloty	c)	Prepare Fire Dept. Assessment on Station locations, response times, and future needs	TBD	General Fund Operating Budget
	d)	Plan for loss in FD EMS revenue and service area adjustment	\$450,000	General Fund Operating Budget
	a)	Develop 2018 CIP Process and Plan	Staff Resources	General Fund Operating Budget
	b)	Implement Street Infrastructure Plan Annual Maintenance Reconstruction/New Street Construction 	\$1,000,000 (est.) TBD	General Fund Operating Budget, Future Bond Funds
3. Quality of Life	c)	Analyze need for expanded Library Services	Staff Resources \$10,000	General Fund Operating Budget, TIRZ
	d)	Develop Other Infrastructure priorities/funding plan for Water/Sewer/Drainage Needs	Staff Resources	Water/Sewer Operating Budget, Drainage Operating Budget
	a)	Develop/Implement Downtown Revitalization Plan	\$100,000 (Match) \$250,000 (Grant)	BEDC, Grant Funding,
4. Economic	b)	Plan/Implement S. IH 35 Sewer and IH Water Projects	\$90,000 (Façade) \$8,000,000	TIRZ 2016 Water/Sewer CO Issuance, BED0
Development	D) C)	Continue Coordination between City/BEDC to maximize project success		BEDC
	d)	Complete Hotel/Conference Center Assessment	\$5,000	TIRZ
	e)	Enhance Retail Development Strategy	\$26,000	TIRZ
	a)	Expand Linkages Provided by Comprehensive Trail System	TBD	TBD
5 Concertivity	b)	Continue planning for Lake to Lake Road Project	TBD	City of Belton, Bell County, KTMPO, Private Developers
5. Connectivity		, ,	Staff Resources	General Fund Operating Budget,
	c)	Facilitate Cable/Fiber Service Expansion	TBD	Private Developers
	a)	Implement updated Parks/Rec. Master Plan, and explore additional Park enhancements	TBD	Gen. Fund Operating Budget, Future Grants
 Parks/Natural Beauty 	b)	Design Chisholm Hike/Bike Trail, from University Drive to Sparta under railroad	\$310,197	Private Donors, General Fund
Deadly	c)	Submit TxDOT grant for Trail connecting North/ South Belton	\$376,619 (Match) \$1,883,095 (Grant)	TIRZ
		Fiscal Year 2019 Priority 1 Goals		
Goal Category		Goals	Estimated Cost	Funding Source
	a)	Implement Balanced Tax/Fee Schedules	Staff Resources	General Fund Operating Budget
	b) c)	Update Growth Management Strategy Implement Comprehensive Plan	Staff Resources Staff Resources	General Fund Operating Budget General Fund Operating Budget
1. Governance	d)	Address TIRZ boundary, strategic funding objectives	Staff Resources	TIRZ
	e) f)	Resolve City's interest in Dog Ridge Water Supply Corporation's Service Area Complete Sunset Review of Design Standards and Develop Historic District Design	Staff Resources	Water/Sewer Operating Budget
	,	Guidelines	0. " D	
2. Public Safety	a) b)	Complete Assessment on FD Station Needs Finalize steps to accommodate reduction in ambulance service area and revenues	Staff Resources Staff Resources	General Fund Operating Budget General Fund Operating Budget
2. Fublic Salety	c)	Identify emerging Strategic Needs for PD	Staff Resources	General Fund Operating Budget
	a)	Take initial steps for new CIP Process and Plan	Staff Resources	General Fund Operating Budget
	b)	Implement Street Infrastructure Plan Annual Maintenance and New Construction	Staff Resources	General Fund Operating Budget,
Quality of Life		•	0	TIRZ, BEDC
	c) d)	Implement Plan for Library Services	Staff Resources TBD	General Fund Operating Budget
	í í	Schedule Other Infrastructure Priorities for Water/Sewer/Drainage	Staff Resources	Water/Sewer Operating Budget General Fund Operating Budget,
	a)	Implement Downtown Redevelopment Plan	otan rtesources	TIRZ, BEDC
 Economic Development 	b)	Build IH 35 Sewer/Water	TBD	Water/Sewer Operating Budget
Development	c)	Coordinate City/BEDC efforts	Staff Resources	BEDC
	d)	Address Hotel/Conference Center and Retail Strategy Recommendations	TBD	General Fund Operating Budget, TIRZ
	a)	Construct Hike/Bike Trail Extension from University Drive to Sparta Road under railroad	\$2,360,418 Staff Resources	Private Donors, General Fund, TxDOT City of Belton, Bell County, KTMPO,
5. Connectivity	b)	Continue planning for Lake to Lake Rd. ROW and Identify Phased Construction Funding Repair/replace Central Avenue Bridge in Yettie Polk Park	TBD TBD	City of Belton, Bell County, KTNPO, Private Developers City of Belton, TxDOT
-	c) d)	Continue expansion of Temple/Belton Wastewater Treatment Plant	\$8,700,000 (est.)	2017 Water/Sewer CO Issuance
6. Parks/Natural	a)	Implement Updated P&R Strategic Master Plan; Explore additional Park enhancements	Staff Resources	General Fund Operating Budget
Beauty	b)	Update Nolan Creek Recreational Elements	Staff Resources	General Fund Operating Budget
		Fiscal Year 2020 Priority 1 Goals		
Goal Category		Goals	Estimated Cost	Funding Source
1 Coverner	a)	Implement Balanced Tax/Fee Schedules	Staff Resources	General Fund Operating Budget
1. Governance	b) c)	Maintain updated Comprehensive Plan elements Evaluate Belton's Long-Term Future Water Rights for sufficiency	Staff Resources Staff Resources	General Fund Operating Budget Water/Sewer Operating Budget
	a)	Analyze PD Facility Needs and Municipal Court	Staff Resources	General Fund Operating Budget
2. Public Safety	b)	Implement Fire Department Facility Needs	Staff Resources	General Fund Operating Budget
-	c)	Evaluate options for providing fire sprinkler protection downtown	Staff Resources	General Fund Operating Budget, TIR2
	a)	Update CIP Process and Plan	Staff Resources	General Fund Operating Budget
3. Quality of Life	b)	Continue Street Infrastructure Plan Funding	Annual Budget; Bonds	General Fund Operating Budget, TIRZ, BEDC
	C)	Continue Infrastructure Priorities for Water; Sewer; Drainage	Staff Resources	Water/Sewer Operating Budget
	a)	Keep Downtown Belton Vital	Staff Resources	General Fund Operating Budget, TIR
	b)	Develop IH 35, IH 14 Corridors	Staff Resources	General Fund Operating Budget, TIRZ BEDC
 Economic Development 	C)	Establish Façade Grants for 6th Avenue properties	TBD	TIRZ
Development	d)	Develop Rockwool Land	TBD	BEDC
	e)	Evaluate Small Business Support Center	Staff Resources	BEDC
	a)	Participate in Regional (KTMPO) Planning for Transportation and Hike/Bike Needs	Staff Resources	General Fund Operating Budget
5. Connectivity	b)	Repair/replace Central Avenue Bridge east of IH 35 in Shirttail Bend	TBD	City of Belton, TxDOT
	- (a	Continue expansion of Temple/Belton Wastewater Treatment Plant (TBWWTP)	TBD	Water/Sewer Fund
5. Connectivity	c)			
6. Parks/Natural	d)	Begin Lake to Lake Road Project Construction	TBD Staff Resources	City of Belton, Bell County, TxDOT Gen. Fund Operating Budget

City of Belton, Texas Strategic Plan FY 2018

Year 2: Three Year Action Plan Priority 1 Goals: FY 2019

Goal Categories	Goals
1. Governance	 a) Implement Balanced Tax/Fee Schedules b) Update Growth Management Strategy c) Implement Comprehensive Plan d) Address TIRZ boundary, strategic funding objectives e) Resolve City's interest in Dog Ridge Water Supply Corporation's Service Area f) Complete Sunset Review of Design Standards and Develop Historic District Design Guidelines
2. Public Safety	 a) Complete Assessment on FD Station Needs b) Finalize steps to accommodate reduction in ambulance service area and revenues c) Identify emerging Strategic Needs for PD
3. Quality of Life	 a) Take initial steps to implement CIP Process and Plan b) Implement Street Infrastructure Plan Annual Maintenance and New Construction c) Implement Plan for Library Services d) Schedule Other Infrastructure Priorities for Water; Sewer; and Drainage
4. Economic Development	 a) Implement Downtown Redevelopment Plan b) Build IH 35 Sewer/Water c) Coordinate City/BEDC efforts d) Address Hotel/Conference Center and Retail Strategy Recommendations
5. Connectivity	 a) Construct Hike/Bike Trail Extension from University Drive to Sparta Road under railroad b) Continue planning for Lake to Lake Road ROW and Identify Phased Construction Funding c) Repair/replace Central Avenue Bridge in Yettie Polk Park d) Continue expansion of Temple/Belton Wastewater Treatment Plant
6. Parks / Natural Beauty	 a) Implement Updated Parks and Recreation Strategic Master Plan and explore additional Park enhancements b) Update Nolan Creek Recreational Elements

CENTRAL AVENUE BRIDGE AT NOLAN CREEK YETTIE POLK PARK CITY COUNCIL MEETING

MAY 8, 2018
Central Avenue Bridge

- Bridge included in TxDOT's off system bridge assessment program
- Bridge repair/replacement identified in FY 2019 Strategic Plan
- City took corrective action in 2017 to add fencing along both sides of bridge for safety, since railings exceeded maximum 4" spacing for openings
- 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 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. Project development 18-24 months.
- Approval by City of AFA initiates the TxDOT evaluation process
- Current pavement width is 14' 11" with one 5' sidewalk
- Cost Estimate is for a 37' width pavement two 12' lanes, with 5' sidewalks on each side

Central Avenue Bridge Assessment

Right-of-way (ROW) needed 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 relocated
- Impact to existing trees will be assessed

Central Avenue Bridge Environmental Assessment

Assessment will consider alternative 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 Being Built In 1918

New Fencing on Central Avenue Bridge Looking West





Roadway View of W. Central Avenue Looking West Prior to Fencing



Side View Nolan Creek Looking Southeast



Undermining of Sidewalk Under West Span Looking Southwest



Spalling at South Rail Looking Southeast



Deck Sag at West Span Looking Northeast



Spalling at Deck Soffit at East Span Looking West



Spalling at South Beam at W. Interior Bent Looking Southeast

Central Avenue Bridge

Fiscal Impact:

Mesquite/IH-35 Drainage Project approved by TxDOT as Belton's local match.

Recommendation:

Approve Resolution authorizing City Manager to sign AFA to initiate TxDOT evaluation process.

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 Revised 10/18/2016

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.

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 Page 3 of 16 Revised 10/18/2016 Bridge Division

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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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.

- 1. 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.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to

_N/A_____ percent (___%).

- 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.

- 4. 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 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 th 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.

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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.

18. 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 form a 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.

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 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 basic 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 nondiscrimination 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 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: <u>http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf</u> and <u>http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf</u>.
- 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: <u>https://www.sam.gov/portal/public/SAM/;</u>
 - 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 <u>http://fedgov.dnb.com/webform;</u> 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.

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.

- 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

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.

THE LOCAL GOVERNMENT

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

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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, <u>the city of Belton</u>, hereinafter referred to as the Local Government owns a bridge located at <u>Nolan Creek</u>, on <u>CS 0065</u>, National Bridge Inventory (NBI) Structure Number, <u>09-014-0-D000-65-001</u>, Local Designation <u>W Central Avenue</u>; 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 <u>0909-36-165</u>; 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 offsystem bridge project is <u>\$167,934</u> (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:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
			A

Mesquite Road @ No Name	Y	Remove existing 24" pipes and	\$248,106
Creek		replace with 4~ 6'x3' concrete box	
		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.
- 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 participationwaived 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

ATTACHMENT B PROJECT LOCATION MAP



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

Location (and structure	On School Bus	Historic Bridge?	Description of Structural or Safety	Estimated Cost	
identification number,	Route?	(Yes/No)		0031	
if applicable)	(Yes/No)	,			
Mesquite Road at No	Yes	No	Remove existing pipe	\$248,106	
Name Creek			culvert and replace with 4~6x3 box culvert		
Total				\$248,106	
EMP work credited to this PWP*				\$167,934	
Balance of EMP work available to associated			PWPs	\$ 80,172	
Associated PWPs CSJs			Amount to be Credited to Associated PWPs		
<u>n/a</u>		1	<u>n/a</u>		

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

**This attachment not applicable for non-PWPs.

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	EMP Work Being Credited	d to this PWP as Shown

on Attachment C. _____\$167,934_____

RESOLUTION 2018-11-R

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, <u>the city of Belton</u>, hereinafter referred to as the Local Government owns a bridge located at <u>Nolan Creek</u>, on <u>CS 0065</u>, National Bridge Inventory (NBI) Structure Number, <u>09-014-0-D000-65-001</u>, Local Designation <u>W Central Avenue</u>; 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 <u>0909-36-165</u>; 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 offsystem bridge project is <u>\$167,934</u> (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:

Bridge-Bridge_AFA Bridge Division
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

LOCATION (and NBI structure identification	ON SCHOOL	DESCRIPTION OF	ESTIMATED
	BUS ROUTE?	STRUCTURAL	COST
number, if applicable)		IMPROVEMENT WORK	

Mesquite Road @ No	Y	Remove existing 24" pipes and	\$248,106
Name Creek		replace with 4~ 6'x3' concrete box	
		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 participationwaived 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.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON on this 8th day of May, 2018, by the City of Belton City Council.

Marion Grayson, Mayor City of Belton, Texas

ATTEST:

Amy M. Casey, City Clerk

OVERVIEW

MEETING TO DISCUSS CENTRAL AVENUE AT NOLAN CREEK BRIDGE

April 12, 2018

<u>ESTIMATE</u>

Current construction estimate is \$1,292,000. The estimate is for a 37' overall width bridge with 5' sidewalks on each side. Added preliminary engineering, engineering costs and contingencies will increase current total project cost to \$1,679,340. The City of Belton provides a 10% match of the total project cost. Match of 10% is currently \$167,934.

<u>SCHEDULE</u>

Letting date is currently in FY 2021 if an advanced funding agreement is executed this year. Since bridge is historic and the project involves park land, project development minimum is usually at least 18 months - 2 years.

DESIGN

Bridge would be constructed with 2-12' lanes. Bridge for estimate is for 2-5' sidewalks with a 0.5' curb offset on each side. There is a 1' foot offset on each side for bridge rail.

The bridge deck/superstructure is 42" at mid-span. If we use TX 34 I-girders, the superstructure depth would be 45". Tx 34 I-girders can span a maximum of 95' with a special design. The middle span will need to exceed 80' to avoid existing bents. The profile should be designed to match the existing as closely as possible. The proposed low chord elevation will be lowered a few inches at mid-span but would be much higher at the supports. Other bridge types can be studied but this may be the most economical.

Project is in a zone AE studied FEMA floodplain. The profile will also depend on results of flood study. To avoid floodplain impacts there is possibility that bridge would need to be raised or lengthened beyond what is needed to avoid existing foundations. Another option may be a CLOMR.

ABUTMENT ADJACENT TO PEARL STREET INTERSECTION

To avoid existing abutment foundation, the bridge may need to be lengthened or shortened. If shortened, there may be adverse impacts to the FEMA floodplain. If lengthened, access to Pearl Street could be impacted from Central Avenue due to narrowing of the street access. Pedestrian access and safety design for the bridge end must be considered. There might need to be some consideration for traffic options for Pearl Street just north of Central Avenue intersection.

INTERSECTION AT DAVIS STREET

Metal beam guard fence and an end treatment are required at the ends of all rails. On the park side, there appears to be enough room to place along Central Avenue before radii return of intersection. Configuration of intersection may change the current intersection design with the traffic islands. Project should end at curb line of Davis Street.

UTILITIES

A 12" inch water line is attached to the south side of the bridge and must be removed before construction. The overhead electric crossings require relocation. Storm sewer and sanitary sewer would need to be located if they conflict with the bridge approach work.

PEDESTRIAN ACCESS

Five foot sidewalk on existing bridge. At least one sidewalk is likely required or, at minimum, shared use lanes.

<u>PARK</u>

Access to stairs at SW corner may require special access design. Access point could be relocated to Davis Street. Sidewalk work outside of bridge approach work will not be included in the project.

AESTHETICS

Aesthetics for bridge rail type and selection can be considered as part of the project. Additional aesthetic work may not be an eligible cost and may require extra participation by the City. Coordinate with city if aesthetic work is desired and determine extra participation by the city as needed.

ENVIRONMENTAL CONSIDERATIONS

A historic bridge team report will consider the following options: no build, rehabilitation 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. All options will be studied including rehabilitation of the current bridge for traffic. Agreement estimate will be for a replacement option.

Some trees will be removed on the east side of creek.

Bridge NRHP Eligibility Report

Structure ID:	090140D00065001	<i>Disposition:</i> In	Service Year B	uilt: 1920 Year Rcnst: 0000
District:	Waco		Span Type:	Simple Span
County:	Bell		Roadway Type:	Deck
Location:	0.10 MI W OF	SH 317	Member Type:	Concrete Girder, Var. Depth - Te
Facility Carried	: W CENTRAL	AVE	Main Span Length:	0060
Feature Crossed	I: NOLAN CRK	#1 BEL	Structure Length:	000180
NRHP Det. Dat	e: 11/03/2008		Evaluator:	Renee E. Benn
Historical Signi	<i>ficance:</i> 2 NR E	ligible		

NRHP Eligibility Determination Statement:

The 180' long variable depth concrete girder bridge spanning Nolan Creek on Central Ave. in Belton is significant as the oldest bridge of its type in the county. The narrow roadway, three span arch bridge exhibits rare Type "I" railing. The bridge has been determined NRHP-eligible under Criterion C for its engineering. The bridge may also be eligible under Criterion A for its association with local history, pending coordination with the City of Belton and Bell County Historical Commission.

Staff Report – City Council Agenda Item



Agenda Item #9A&B

- A. Consider authorizing the Belton Economic Development Corporation to execute a contract with Connie M. Lawson and Randy Lawson for the purchase of Lot 28, Block 1, Rustic Oaks Subdivision in the City of Belton.
- B. Consider authorizing an amendment to the FY2018 Budget in the amount of \$43,000 for the purchase of Lot 28, Block 1 of the Rustic Oaks Subdivision.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

A parcel adjacent to Phase II of the Belton Business Park, on Wheat Road, has become available for sale. Although BEDC is not actively pursuing land at this time, this particular tract is desirable to provide options for the adjacent tract in Phase II of the Business Park. Ownership of the .625 lot would allow for a reconfiguration of Lot 1, Block 4, Belton Business Park Phase II, yielding two marketable tracts each 2.5+/- acres. Depending on the development, this could also be reconfigured to simply offer two access points for the lot.

BEDC has made an offer at \$1.50 per square foot. The terms of the contract provide for a 60-day feasibility period upon City Council approval of the contract. The buyer will order the survey and will be reimbursed up to \$893 by the seller upon closing. Additionally, the seller will pay the Broker's commission on the sale.

The BEDC Board of Directors approved the final contract on Tuesday, May 1, 2018. Additionally, the Board approved a budget amendment from BEDC fund balance to the land account for \$43,000. In the FY 2018 budget preparation, the purchase of land was not anticipated, therefore there were no funds allocated for the transaction.

Staff seeks City Council's consideration in ratifying the contract as approved by the Board of Directors. Furthermore, staff seeks City Council consideration in approving the budget amendment as approved by the BEDC Board.

Fiscal Impact

The purchase price is \$40,838, and BEDC will order the survey and share in the closing costs. A budget amendment for \$43,000 from fund balance to the land account is requested for the land purchase and estimated fees associated with the closing.

City Council Agenda Item May 8, 2018 Page 1 of 2

Amount: <u>\$43,000</u>
Budgeted: 🗌 Yes 🖾 No
If not budgeted: Budget Transfer Contingency Amendment Needed Capital Project Funds
Funding Source(s): BEDC Fund Balance
Recommendation
The BEDC Board and staff recommend Belton City Council approval of this contract for the purchase of .625 acres from Connie M. Lawson and Randy Lawson.
The BEDC Board and staff recommend Belton City Council approval of the budget amendment for \$43,000 to the BEDC land account.
Attachments Contract Site Exhibit Final Plat of Lot 1, Block 4, Belton Business Park Phase II

City Council Agenda Item May 8, 2018 Page 2 of 2



1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Connie M. Lawson and Randy Lawson

Address: 759 S Wheat Rd, Belton,	TX 76513-7158	
Phone: (254)541-8931	E-mail:	
Fax:	Other:	

Buyer: Belton Economic Development Corporation

Address: PO Box 1388, Belton, TX	76513
Phone: (254)770-2271	E-mail: chernandez@beltonedc.org
Fax:	Other:

2. PROPERTY:

A. "Property" means that real property situated in Bell County, Texas at Wheat Rd, Belton, TX (address) and that is legally described on the attached Exhibit or as follows:

Being Lot 28, Block 1, Rustic Oaks Subdivision, City of Belton, Bell County, Texas (aka Bell CAD Property ID# 32843).

- B. Seller will sell and convey the Property together with:
 - (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
 - (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

	At or before closing, Buyer will pay the following sales price for the Property:	Α.
40,838.00	(1) Cash portion payable by Buyer at closing\$	
-0-	(2) Sum of all financing described in Paragraph 4 \$	
40,838.00	(3) Sales price (sum of 3A(1) and 3A(2))	

- B. Adjustment to Sales Price: (Check (1) or (2) only.)
- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
 - (a) The sales price is calculated on the basis of \$ 1.50 per:
 - X (i) square foot of total area X net area.
 - (ii) acre of total area net area.
 - (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
 - X (i) public roadways;
 - (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
 - (iii)
 - (c) If the sales price is adjusted by more than <u>10.000</u>% of the stated sales price, either party may terminate this contract by providing written notice to the other party within <u>3</u> days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.
- 4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:
- X A. <u>Third Party Financing</u>: One or more third party loans in the total amount of \$ -0-This contract:
 - X (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. <u>Assumption</u>: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$______
- C. <u>Seller Financing</u>: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$_______

5. EARNEST MONEY: 14

A. Not later than 2 days after the effective date, Buyer must deposit \$ \$1,000.00 as earnest money with Monteith Abstract & Title Company (title company) at 2010 Birdcreek Dr, Temple, TX (address) Ty Hendrick (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

- B. Buyer will deposit an additional amount of \$ ______ with the title company to be made part of the earnest money on or before: _______
 - days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii)

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

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6. TITLE POLICY AND SURVEY:

- A. Title Policy:
 - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the tille policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - X (b) will be amended to read "shortages in areas" at the expense of Buyer X Seller.
 - (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.
- B. <u>Survey</u>: Within 3 days after the effective date:
- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \$893.00 (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.
- C. Buyer's Objections to the Commitment and Survey:
 - days after Buyer receives the last of the commitment, copies of the documents (1) Within 7 evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made

(TAR-1802) 4-1-18

within the same number of days stated in this paragraph, beginning when the revision or new Initialed for Identification by Seller A and Buyer A and Buyer Page 3 of 14 Produced with zpForm® by zpLog x 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zjpLogik.com

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document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. <u>Present Condition</u>: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: none.

	day following City
	Council approval (see
	paragraph 12. Special
	Provisions)
Feasibility Pariod: Ruyar may terminate this contract for any second studies	

B. <u>Feasibility Period</u>: Buyer may terminate this contract for any reason within <u>60</u> days after the <u>k</u> effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- [X] (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.
- (b) Not later than 3 days after the effective date, Buyer must pay Seller \$

as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) <u>Feasibility Period Extension</u>: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional earnest money in the amount of \$______ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.
- C. Inspections, Studies, or Assessments:
 - (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(TAR-1802) 4-1-18

Initialed for Identification by Seller CZ, RL and Buyer CH.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.
- D. Property Information:
 - (1) <u>Delivery of Property Information</u>: Within <u>7</u> days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
 - X (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - X (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - X (d) copies property tax statements for the Property for the previous 2 calendar years;
 - X (e) plats of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - (g)
 - (2) <u>Return of Property Information</u>: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (*Check all that apply.*)
 - (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
 - (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
 - (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
 - This Paragraph 7D(2) survives termination of this contract.
- E. <u>Contracts Affecting Operations</u>: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

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Lawson - BEDC

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.
- B. Estoppel Certificates: Within ______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ______ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

Cooperating Broker

9. BROKERS:

(TAR-

A. The brokers to this sale are:

Principal Broker: DB Commercial, LLC

Agent: Lane Hutka	
Address: 6 South 1st	
Temple, TX 76501	
Phone & Fax: (254)771-5959	(254)774-9999
E-mail: lane@dbcre.com	
License No.: 0511146	

Cooperating Broker represents Buyer.

Principal Broker: (Check only one box)

- X represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.
- B. <u>Fees</u>: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)
- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- X (2) At the closing of this sale, Seller will pay:

	Broker a total cash fee of: 000 % of the sales price.		operating Broke	r a total cash fe of the sales pri	
	h fees will be paid in company to pay the brokers from	Bell the Seller's proce	County,	Texas. Seller a	authorizes
802) 4-1-18	Initialed for Identification by Sell-			F	Page 6 of 14
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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of: (1) X
 - 30 days after the expiration of the feasibility period.
 - _____ (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a general x special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property:
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the tille company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer:
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that: (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses. Initialed for Idontification by Seller $\underline{C2}$, \underline{LL} and Buyer $\underline{C4}$.

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- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

This Contract is subject to and contingent upon Belton City Council approval. The feasibility period is to begin the day after City Council approval is obtained. If City Council approval is not obtained by May 9, 2018, then this Contract will automatically terminate, and the earnest money will be refunded to the Buyer less the \$100 independent consideration to be retained by the Seller (as stated in paragraph 7.B.1).

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
 - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. <u>Rollback Taxes</u>: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

(Check if applicable)

- enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may;
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.
- 16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to: (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract,

18, ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving

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the earnest money and the title company may pay the same to the creditors. 02) 4-1-18 Initialed for Identification by Seller <u>CX</u>, <u>DV</u> and Buyer <u>CH</u>. Produced with zipFcrm3 by zipLog x 16970 Fifteen Ma Road, Fraser, Michigan 46028 www.zipLogix.com Page 9 of 14 Lawson - BEBC

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
- 19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- X B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- X B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: (Check all that apply.)
- (1) Properly Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TAR-1931);
- (3) Commercial Property Condition Statement (TAR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TAR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (8) Information About Brokerage Services (TAR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
- _] (10)_

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer X may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
- 23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

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will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a 1. party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:
- 26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on April 10, 2010-, the offer will lapse and become null and void.



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READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Connie M. Lawson and Randy Lawson	Buyer: Belton Economic Development Corporation
By: <u>Connie M. Lawson</u> By (signature): <u>Connie Law 500</u> Printed Name: <u>Connie M. Lawson</u> Title:	By: <u>CYNTMA Hernander</u> By (signature): <u>Cypthilli Hernander</u> Printed Name: Title: <u>EXP with VE Director</u>
By: Randy Lawson By (signature): Angle Angle Printed Name: Randy Lawson Title:	By:By (signature): Printed Name: Title:

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Commercial Contract -Unimproved Property concerning Whea	nt Rd, Belton, TX		
	BETWEEN BROKERS		
	graph 9B(1) is offective)		
Principal Broker agrees to pay	(Cooperating Broker) a ee to be paid to Cooperating Broker will be: e.		
The title company is authorized and directed to pay This Agreement Between Brokers supersedes any brokers.	Cooperating Broker from Principal Broker's fee at closing. prior offers and agreements for compensation between		
Principal Broker: Cooperating Broker:			
Ву:	Ву:		
ATT	ORNEYS		
Seller's attorney:	Buyer's altorney: Neale Potts		
Address:	Address: 118 S. East Street		
Phone & Fax:	Belton TX 76513 Phone & Fax: (254)939-1818		
E-mail:	E-mail:nealepotts@sbcglobal.net		
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: X the title company sends to Buyer. X Seller sends to Buyer.		
ESCRO	V RECEIPT		
The title company acknowledges receipt of: A. the contract on this day B. earnest money in the amount of \$ 1,000.00 on	(effective date); in the form ofcheck		
Title company: Monteith Abstract & Title Company	Address: 2010 Birdcreek Dr		
Ву:	Temple, TX 76502-1027 Phone & Fax: (254)773-9035		
Assigned file number (GF#):	E-mail:ty.hendrick@montheithtitle.com		

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Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
 Tract all padies to a value to be to be a value to
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - hat the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

DB Commercial, LLC	0511146	greg@dbcre.com	(254)771-5959
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Gregory D. Davis	0280742	greg@dbcre.com	(254)771-5959
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Lane Hutka	0597149	lane@dbcre.com	(254)771-5959
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/S	Seller/Landlord Initials	Date	
Regulated by the Texas Real Estate Commission		Information availabl	e at www.trec.texas.gov

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