



CITY OF BELTON

**City Council Workshop Agenda
Tuesday, August 14, 2018 - 4:00 p.m.
Smith Room, Harris Community Center
401 N. Alexander, Belton, Texas**

1. Call to order.
2. Hold a work session on solid waste collection and recycling.
3. Adjourn.

ORDINANCE NO. 2013-25

AN ORDINANCE GRANTING A FRANCHISE TO WASTE MANAGEMENT OF TEXAS, INCORPORATED, TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES WITHIN THE CITY OF BELTON.

WHEREAS, Waste Management of Texas, Incorporated, a partnership (the "Company"), operates a solid waste and garbage collection service for municipalities; and

WHEREAS, the Company seeks to provide solid waste collection, disposal, and recycling services for residential customers within the City of Belton (the "City"); and

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

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

Section 1. Agreement.

The City of Belton hereby grants a franchise to Waste Management of Texas, Incorporated, in accordance with the Municipal Solid Waste Collection and Transportation Agreement attached hereto as Exhibit "A".

Section 2. Acceptance by Company.

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

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

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

Company: _____

By: _____

Printed Name: _____

Title: _____

Section 3. Open Meetings.

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

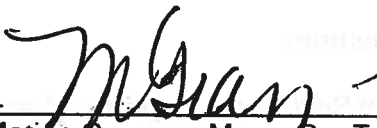
Section 4. Endorsements and Records.

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

PASSED AND APPROVED on first reading, the 27th day of August, 2013.

PASSED AND APPROVED on second and final reading the 10th day of September, 2013.

CITY OF BELTON



Marion Grayson, Mayor Pro Tem

ATTEST:



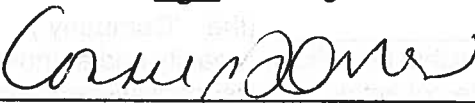
Connie Torres, City Clerk

APPROVED AS TO FORM AND CONTENT:



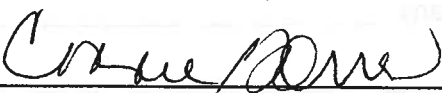
John Messer, City Attorney

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 10 day of September, 2013, by a vote of 6 votes for the Ordinance and 0 votes against the Ordinance.



Connie Torres
City Clerk

Waste Management accepted the foregoing Franchise by written instrument filed on the 24 day of September, 2013.



Connie Torres
City Clerk



WASTE MANAGEMENT

9708 Giles Road
Austin, TX 78754
(512) 272-6242
(512) 272-6289 Fax

September 24, 2013

City of Belton
ATTN: City Clerk
333 Water Street
Belton, Texas 76513-0120

RE: Section 2 Franchise Acceptance by Waste Management

Waste Management of Texas Inc., acting by and through the undersigned officer who is acting within her official capacity and authority, hereby accepts the franchise to operate a residential solid waste collection and disposal system within the City as said franchise is set forth and provided in Ordinance No. 2012-25. The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Waste Management of Texas, Inc.

By: Ruth Muelker

Name: Ruth Muelker

Title: Assistant Secretary

From everyday collection to environmental protection, Think Green® Think Waste Management.

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the 10 day of September, 2013, between the City of Belton, Texas ("City"), a municipal corporation, acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, the City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential and commercial hand-collect garbage and trash and recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential and commercial hand-collect garbage, trash, and recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Additional Item(s):** White Goods, Bulky Waste, Brush, Bags, or additional Waste that is safely bagged, boxed, or bundled and that is generated by a Residential Unit. Except for White Goods, an Additional Item must weigh fifty (50) pounds or less. Each Additional Item must be a "one-way" item meaning that the Contractor will place the entirety of each Additional Item directly into the collection vehicle and nothing will be returned to the curb.
- 1.02. **Bags:** Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed thirty-five (35) pounds. Each Bag shall not exceed thirty (30) gallons.
- 1.03. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials at a Residential Unit. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length or four (4) inches in diameter, and specifically excludes debris resulting from services of a Commercial Service Provider. Brush must not be loose, and must be

placed in a Bag or securely tied in a bundle and shall not exceed fifty pounds in weight.

- 1.04. **Bulky Waste:** White Goods, furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.05. **City:** The City of Belton, Texas.
- 1.06. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.07. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than two (2) cubic yards of Solid Waste and/or Recyclable Materials per week.
- 1.08. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.09. **Commercial Service Provider:** A commercial service provider or business enterprise that provides services to Residential Units.
- 1.10. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.11. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.12. **Contract Documents:** This Agreement, the Request for Proposals, Instructions to Proposers, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor in writing.
- 1.13. **Contractor:** Waste Management of Texas, Inc. and any affiliated company or subsidiary.
- 1.14. **Customer:** The owner or tenant of a Residential Unit or Commercial Hand Collect Unit or Institutional Unit located within the City, and identified by the City as being eligible for and in need of the services

provided by the Contractor under this Agreement.

- 1.15. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.16. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.17. **Garbage:** Solid Waste consisting of putrescible or 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, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.18. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.19. **Industrial Unit or Commercial Unit:** All commercial businesses, industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City. Commercial Hand Collect Units are excluded from this definition.
- 1.20. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.21. **Institutional Unit:** A church or a non-profit association located within the City limits.
- 1.22. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in the Texas Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.23. **Polycart or Cart(s):** A rubber-wheeled receptacle with a maximum capacity of 90 to 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recycling collection systems, and having a tight fitting lid capable of preventing

entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

- 1.24. **Recyclable Material(s):** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The list of acceptable Recyclable Materials that Contractor will collect is set forth in Section 5.05 below.
- 1.25. **Recycling:** Capturing, diverting, and processing Recycling Materials for reuse.
- 1.26. **Recycling Polycart or Recycling Cart:** A Polycart in which a Residential Unit, Institutional Unit, or Commercial Hand Collect Unit shall deposit its Recyclable Materials.
- 1.27. **Residential Door-to-Truck Service Customer:** Commonly referred to as "back door" service; a Residential Unit Customer class that places their Solid Waste for collection outside of the backyard fence at or near their garage or carport. In no event shall Carts or Additional Items be placed inside fenced areas occupied by animals. Contractor may refuse to provide Door-To-Truck Service if the location of the Carts or Additional Items exceeds one hundred fifty feet (150') from the curb line or edge of pavement.
- 1.28. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising one family unit dwelling, but not exceeding four units, which includes a single family dwelling, a two-family duplex, triplex or quad-plex, a mobile home except mobile homes located within a mobile home park as designated in the City's zoning ordinances. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of a maximum of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.29. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit or Small Commercial Hand Collect Unit.

1.30. **Refuse or Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) that fits into a Polycart. Refuse or Rubbish that is too large or heavy to fit into a Polycart may constitute Bulky Waste and must adhere to the size and weight limitations contained in those definitions herein.

1.31. **Single-Stream Recycling:** - A recycling collection method in which all unsorted or commingled Recyclable Materials are deposited by the Customer into one Recycling Container set curbside and then placed in the collection vehicle in a commingled state until processed at a MRF (Material Recovery Facility) specially designed for sorting and processing commingled loads of Recyclable Materials.

1.32. **Small Carts:** A rubber-wheeled receptacle with a maximum capacity of 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recycling collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Small Cart and its contents shall not exceed 150 pounds.

1.33. **Solid Waste or Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants,

natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or

d) **Unacceptable Waste.**

- 1.34. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.35. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.36. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.37. **Unusual Accumulations:** As to Residential Units or Commercial Hand Collect Units, any Waste placed for collection in excess of the volumes permitted by this Agreement under Section 5.01(a) below, .
- 1.38. **White Goods:** Refrigerators which have chlorofluorocarbons (CFCs) or other refrigerants removed by a certified technician, stoves and ranges, water heaters, freezers, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. **GRANT OF EXCLUSIVE FRANCHISE AND POLYCART DELIVERY:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste, and

collection of Recyclable Materials from Residential Units, Institutional Units, and Commercial Hand Collect Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or served by City.

Contractor shall deliver one Waste and one Recyclable Materials Polycart or Small Cart to all Residential Units and Commercial Hand Collect Unit Customers during the month of December 2013. Contractor shall begin collecting Waste and Recyclable Materials in the Carts effective the week beginning January 6, 2014.

3. TERM:

The term of this Agreement shall commence January 1, 2014 ("Commencement Date"), and continue to remain in full force and effect for a period of five (5) years; and may be extended for two additional one (1) year terms upon both parties' mutual written agreement. .

4. RATES:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart or Small Cart one time per week during the term of this Agreement. Each Residential Unit may also place up to a total of three (3) Additional Items for collection with the Polycart or Small Cart. Contractor shall have no obligation to collect more than three (3) Additional Items at any Residential Unit, and each Additional Item shall comply with the weight and volume limitations specified in this Agreement. The Additional Items shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and the City that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor shall have no obligation to collect Waste from corrals (i.e., enclosed areas) at a Residential Unit.
- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit one time per week. A Commercial Hand Collect Unit Customer must place all Waste in the Polycart(s). Contractor shall have no obligation to collect

Additional Items set out by Commercial Hand Collect Unit Customers. The Polycart(s) shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and the City that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

- (iii) All Construction Debris generated at a Residential Unit shall be subject to the Bulky Waste and Additional Items definitions and collection limitations set forth in this Agreement. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall generally be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below, but so long as such Construction Debris meets the collection and definition limitations in this Agreement and poses no safety or injury threat to Contractor's workers, Contractor will collect such items properly placed curbside by a Residential Unit Customer.
- (iv) The City has sole responsibility for determining which Residential Unit Customers have demonstrated a need or hardship necessitating a Small Cart. The City will provide Contractor with a list of Residential Unit Customers' addresses who qualify for use of a Small Cart rather than a Cart.
- (v) Contractor will provide Residential Door-To-Truck back door Waste and Recyclable Materials collection for Residential Customers that the City determines have demonstrated a need or hardship necessitating this special service. The City has sole responsibility for determining which Residential Unit Customers qualify for this back door service, and the City will provide Contractor with a list of qualifying Customers' addresses. The Contractor will provide back door service to those Customers who qualify based on need at the standard Base Rate.
- (vi) Contractor will provide Residential Door-to-Truck back door service for Residential Unit Customers who are not disabled or have no hardship, but who are willing to pay an additional charge for this household back door service rather than standard curbside service. Such Customers shall be provided the standard sized Carts for Waste and Recyclable Materials. The City must approve and provide this Residential Door-to-Truck Customer list to Contractor. Contractor will provide back door service to these Customers at the Residential Door-to-Truck Service rate provided in Schedule "A."

- (b) **Bulky Waste Collection:** Contractor shall collect up to a maximum of three (3) Additional Items at a Residential Unit on the regular Waste collection day.
- (c) **Residential Recyclables Collection:** Contractor shall provide Single Stream Recycling collection services to Residential Units once every other week. Contractor shall not be required to collect any Recyclable Materials that are not placed in the Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste. If a Recyclable Materials load collected within the City by Contractor is contaminated with Waste or the Recyclable Materials are damaged or cannot be safely or effectively processed by the MRF, the Contractor will properly dispose of the contaminated load materials.
- (d) **Optional Commercial Hand Collect and Institutional Unit Recyclables Collection:** Recycling services are optional for Commercial Hand Collect Units and Institutional Units. Such Customers shall contact the City if they desire to receive a Recycling Container and Recyclable Materials collection, and the City shall then contact the Contractor and provide the necessary information so that Contractor can provide a Recycling Container and begin providing Recycling services. Contractor shall provide every other week Recyclable Materials collection to those Commercial Hand Collect Units and Institutional Customers who opt to receive such services. The cost for such services is set forth on **Schedule A**. Each Institutional Unit and Commercial Hand Collect Unit that chooses to participate in Recycling shall be limited to a maximum of four (4) Recycling Containers, unless otherwise by Contractor and City.
- (e) **At Your Door Collection:** Contractor agrees to continue providing the residential door-to-door household hazardous waste collection service that is currently being provided pursuant to the terms set forth in **Schedule "B"**.
- (f) **Carts:**
 - (i) Contractor shall provide one (1) Waste Polycart and one (1) Recycling Polycart to each Residential Unit at the commencement of this Agreement. Waste and Recyclable Materials Polycarts (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by

the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

- (ii) Contractor shall not be required to collect (i) any Residential Waste or Recyclable Material that does not meet the requirements in Section 5.01(a), (ii) any Residential Waste from an overloaded Polycart, or (iii) a Polycart or Additional Item that is not properly placed curbside.
- (iii) Contractor agrees to provide new Commercial Hand Collect Units with a Waste Polycart once notified by the City of the Customer's need and address. Contractor agrees to verify that all existing Commercial Hand Collect Units already have Polycarts. The Commercial Hand Collect Customer shall place the Polycart for collection in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- (iv) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no ownership interest in the Carts. The Carts shall remain at the location of the Residential Unit, Institutional Unit, or Commercial Hand Collect Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Customer location shall be deemed lost, and Contractor shall be entitled to compensation by the Customer therefor. The Customer shall not overload (by weight or volume) a Polycart, and shall use the Polycart only for its proper and intended purpose. Additional Carts for Recyclable Materials and for Waste, are available for Residential Unit Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost, stolen, or damaged beyond repair by someone other than Contractor, Contractor agrees to replace such lost, stolen, or damaged Cart with a new Cart, at a cost of \$70.00, which Contractor will include on its bill to the City.

5.02. **Commercial Hand Collect and Institutional Collection:** Contractor shall have the exclusive right to collect and transport Waste and Recyclable Materials from the Commercial Hand Collect Units, and Recyclable Materials from the Institutional Units.

5.03. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations in accordance with the rates negotiated between the City and the Contractor.

5.04. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste under this Agreement.

5.05 **Recycling, Acceptable Materials, Public Education, and Transition:**

(a) Contractor will collect the following types of Recyclable Materials from Residential Unit Customers:

1. Metals: Aluminum cans, foil and aluminum bakeware, steel cans and tins.
2. Commingled plastic beverage containers including PET/HPDE, with recycle codes 1, 2, 3, 4, 5, and 7.
3. Paper and cardboard: corrugated cardboard, magazines, office paper (all colors), newspapers, paperboard, junk mail, and phone books.

Glass, wire, wire coat hangers, and aerosol cans are excluded from the definition of Recyclable Materials, and Customers shall not deposit any of these materials in their Recycling Containers. Contractor reserves the right to modify the list of acceptable and unacceptable Recyclable Materials based upon the then-available commodity markets or prices. No changes shall be made to the list of acceptable or unacceptable Recyclable Materials without the mutual agreement of the City and Contractor, and consent by either party to modify the list shall not be unreasonably withheld.

Recyclable Materials collected pursuant to this Agreement will not be disposed of at a landfill or other disposal facility, except that Recyclable Materials contaminated with more than ten percent (10%) of non-Recyclable Materials or that are damaged and cannot be safely or effectively processed or marketed for sale can be disposed of at a landfill or other disposal facility.

(b) Contractor will select a materials recovery facility ("MRF") to process the Recyclable Materials collected by Contractor pursuant to this Agreement. While Contractor has the right to select the MRF that will perform the processing, Contractor agrees that if a MRF in closer proximity to the City becomes available and the City desires Contractor to use that MRF to process the Recyclable Materials, then the Contractor and City agree to negotiate the possibility of using the closer MRF.

(c) Public education and public awareness of the Recyclable Materials collection program and the new Polycart Residential Unit Waste program are necessary for the success of the programs. Contractor agrees to develop a

transition plan and to promote the programs by providing funding for the distribution of promotional materials to City residents to introduce the Recyclable Materials program and the Polycart containerized Waste program. At a minimum, the Contractor will provide the following:

- (i) A Contractor spokesman shall be made available to the City for scheduled interviews with the press.
- (ii) Development of news releases regarding the recycling program for the media and the City.
- (iii) Prepare, print, and distribute recycling program information sheets or pamphlets explaining the program method of collection, recyclables preparation, and a program schedule for collection.
- (iv) Informational brochures and programs should be made available by a Contractor representative to the local school system on an annual basis.

A basic written public education and transition plan shall be developed by Contractor and provided to the City for their agreement.

5.06 **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

5.07 **Improper Container:** Contractor, shall by approved tag or door hanger notification, inform Customers of improper and/or defective containers. If a Customer fails after ten (10 days' notice to use proper containers, Contractor may refuse service by additional tag or door hanger notice to the Customer and notice to the City Manager or designated City contact of the Customer address and actions taken.

6. **COLLECTION OPERATION:**

6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 6:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Hand Collect and Institutional Units shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday. Collection may be provided on a Saturday, if necessary, as the result of a holiday or in times of an emergency.

- 6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall commence to resolve such complaint within one (1) business day. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, which indicates the date/hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. Such log will be available to the City at its request. Any alleged missed pickups will be investigated and if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste or Recyclable Materials.

A customer unresolved complaint must be in writing and dated and signed by the customer, then mailed or e-mailed or presented to the City Manager or designated representative for action. The City shall then in writing notify Contractor of the unresolved customer complaint for action. The Contractor shall then have three (3) days for a remedy or offer appropriate explanation and/or plan for resolution. If the issue is not resolved by the Contractor, the City Manager may impose a penalty between one hundred dollars (\$100.00) and five hundred dollars (\$500.00) for the unresolved customer complaint. Contractor may appeal to the City Council who will make a final determination. The penalty will be deducted from the Contractor proceeds in the billing cycle following the City manager's determination unless appealed, in which case Council will make a final determination.

- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-

type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Public Sector Representative of Contractor, or the Route Manager of Contractor, or such other individual identified by Contractor, and the City's contact, the Utilities Billing Supervisor, and, the City's Public Works Director, or such other individual identified by the City.

7. **COMMUNITY INVESTMENT PROGRAM SERVICES:**

Contractor shall, at no additional cost to the City, provide the following services during the Agreement term and any renewal periods:

- a. **Education:** A Joint Scholarship of \$2,000.00 annually to a graduating senior at a public high school, private school, or home school who is a current resident of the City and who will attend a two year or four year college or technical school the next fall or summer. The recipient will be selected by the City, and Contractor will have the right to attend and/or present the award to the recipient.
- b. **Community:** Contractor shall provide a Recycling Education Grant in the amount of \$1,000.00 annually made payable to the City. The Contractor shall provide a Recycling Encouragement Grant of \$1,000.00 annually made payable to the City.
- c. **Beautification:** The Contractor shall sponsor a Beautification Project each year, to be selected by Contractor, in the amount of \$1,000.00 in cash or services annually. Contractor shall participate annually in the City Annual Clean-up Event by contributing \$1,000.00 for volunteers' t-shirts and/or lunch in cash or in services performed. Contractor shall provide a maximum of three (3) thirty-yard roll-off containers for the Annual Clean-up Events as determined by the City, not to exceed two (2) events per year.
- d. None of these contributions shall be carried over to the next year. If the City fails to take advantage of or use the funds or services under this Section 7 in any one year, those funds and/or services shall not be carried over to additional years.

8. **CITY FACILITIES COLLECTION:**

Contractor agrees to provide containerized Waste collection and recycling to the following City facilities at no charge, with the number of containers to be determined by the City. Additional City facilities and locations may be added at no additional charge during the term of the Contract upon at least seven (7) days written notice to the Contractor.

Location	Address
City Hall & Central Fire Station	203 S. Penelope Street
Finance and Utilities	100 S. Davis Street
Sparta Fire Station	420 Sparta Road
Public Works Service Center	1502 Holland Road
Harris Community Center	401 N. Alexander Street
Police and Courts Building	711 E. 2 nd Avenue
Lena Armstrong Public Library	301 E. 1 st Avenue
City Parks	
-Heritage Park	-100 Park Avenue
-Yettie Polk Park	- 101 S. Davis Street
- Chisholm Trail Park	- 3115 Dunns Canyon Road
- Jaycee Field	- 1002 W. Avenue I
- Confederate Park	- 700 Confederate Park Drive

- Harris Community Park	- 312 N. Alexander Street
- South Wall Tiger Park	- 1895 S. Wall Street
New City Buildings and Facilities	To be determined

Contractor agrees to provide a 20 cubic yard or greater size roll-off container at the City Public Works Facility to be used for collection by City crews of random bulky waste discarded in City rights of way, alleys, streets, etc. The roll-off container shall be provided at no fee to the City, with the City to pay the disposal tipping fees for Waste collected in the container and disposed.

9. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

10. BILLING:

(a) City shall provide billing and bill collection services for Residential Units, Commercial Hand Collect Units, and Institutional Units during the term of this Agreement. The City shall provide Contractor with a house count each month of all occupied Residential Units billed for garbage service. The City shall also provide a list each month of all Commercial Hand Collect Unit Customers and Institutional Units, by name and service address, and setting forth sums billed by the City. These Customer counts and listings will be made as of the last day of each month, and shall be provided to the Contractor within 5 business days. Contractor will update its records accordingly, and shall use City provided Customer counts and listings to generate the monthly invoice in arrears to the City.

(b) The City shall notify Contractor in writing of any Customer that has failed to pay the City for Waste collection and/or Recyclable Materials services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the City to resume such services. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

(c) The City shall be entitled to receive a five percent (5%) franchise fee (the "Franchise Fee") and a seven percent (7%) billing fee for the services rendered by Contractor hereunder. Contractor's rates, as reflected in Schedule "A," include the City's billing and Franchise Fees. The Contractor's monthly invoice to the City shall reflect the Franchise Fee and Billing Fee as a deduction from the invoice as calculated in Section 10(a) above.

11. MODIFICATION TO RATES:

11.01 CPI Adjustment . Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), January 1, 2015. Commencing on January 1, 2015, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon 60 days' notice to the City, Base Rates for services shall be adjusted by the same

percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months. The index used will be the most recently available index prior to the 60 days' notice to the City. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

11.02 **Fuel Adjustment.** Every calendar quarter, the base rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$4.00 per gallon (with a 1% surcharge beginning at \$4.00 per gallon and a 2% surcharge at \$4.25 per gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the month quarter (or the first business day thereafter if such Monday is a Federal Holiday).

11.03 **Additional Adjustments.** Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City at its request. The City has the right to reject Contractor's request for an increase during the thirty day notice period. If the City rejects Contractor's request for an increase, Contractor has the right to accept the City's rejection or terminate this Agreement upon ninety (90) days' notice to the City.

12. **CITY'S OBLIGATIONS:**

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;

- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall share responsibility with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

13. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

14. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

15. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Hand Collect Unit and Institutional Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

16. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the

assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

17. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

18. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

19. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

20. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

21. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence or Incident Minimum	General Aggregate
Workers Compensation	Statutory Limits	Statutory
Employer's Liability	\$1,000,000	\$2,000,000
Commercial General Liability Includes bodily injury and property damage	\$1,000,000	\$2,000,000
Pollution Legal Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000

Bodily Injury and Property Damage		
Umbrella Policy (provides coverage on top of Employer's Liability, Commercial General Liability, and Commercial Auto Liability)	\$15 million	\$15million

22. INDEMNITY:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

23. PERFORMANCE BOND:

The Contractor will furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond must be in an amount equal to \$800,000.00 for a term of January 1, 2014 through December 31, 2018, or renewed on an annual basis. The Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. The City's remedy for breach of contract under this Agreement or for Contractor's failure to perform shall be to make demand under the terms of the performance bond and seek any other legal recourse as provided by law.

24. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

25. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

26. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein and supersedes any pre-existing contracts. Should language in any of the Contract Documents conflict, the order of precedence of the Contract Documents shall be: This Agreement and all exhibits and any later amendments, the Contractor's Proposal, the City's Request for Proposal and all addenda, Instructions to Proposers, the Contract Performance Bond. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

27. RECORDS AND REPORTS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

Contractor will provide the City with quarterly reports that provide an estimate of the tonnage of Recyclable Materials collected pursuant to this Agreement, and a rough estimate of the volumes of types of Recyclable Materials collected. The City acknowledges that due to the commingling of single stream recyclables and the recycling facility's process, there is no accurate or reasonable method in which to separately weigh each type of Recyclable Material collected.

28. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Bell County, Texas.

29. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice

of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Belton, Texas
PO Box 120 (333 Water Street)
Belton TX 76513
ATTN: City Manager

If to the Contractor at:

Waste Management of Texas, Inc.
Attention: Manager
2201 W. Avenue D
Temple, Texas 76504

with a copy to:

Waste Management
9708 Giles
Austin, TX 78754
Attn: Senior Legal Counsel; and

CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

30. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

31. DISASTER OR STORM EVENT SERVICES:

In the event of a disaster or storm event, the City has the right to contract with any contractor or entity of its choice to provide disaster or storm debris services within the City. Contractor agrees to provide disaster or storm debris services at the rates set forth in Contractor's Disaster or Storm Event Plan attached hereto as **Schedule "C"**, but Contractor has no obligation to provide such services at any other rates. The parties agree to work together diligently as set forth in **Schedule "C"** to ensure that the City's disaster or storm debris needs are met in a safe and efficient manner.

{Signatures on the following page}

EFFECTIVE AS OF THE 10 DAY OF September, 2013.

CITY:

CITY OF BELTON, TEXAS

Sam A. Listi
BY: Sam A Listi
ITS: City Manager

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

Donato J. Smith
BY: DONATO J. SMITH
ITS: PRESIDENT

ATTEST:

Cheryl Jones
City Clerk
City of Belton, Texas

APPROVED:

[Signature]
City Attorney

SCHEDULE "A"

Base Residential Solid Waste Collection and Disposal

SERVICE LEVEL	RATE PER CUSTOMER, PER MONTH	
	Written Price	Price in Figures
Residential Curbside Service: Single Container (Section 4.02 of RFP General Specs)	fourteen dollars and sixteen cents	\$14.16 **
Residential Curbside Service: Fee Per Additional Container (Section 4.01 of RFP General Specs)	five dollars and fifty cents	\$5.50
Residential Door-to-Truck Service (Section 4.03 of RFP General Specs)	twenty-five dollars and zero cents	\$25.00
Residential Door-to-Truck Service Fee Per Additional Container (Section 4.03 of RFP General Specs)	ten dollars and zero cents	\$10.00
Household Hazardous Waste Collection (Section 4.06 of RFP General Specs)	zero dollars and sixty cents	\$0.60

Recycling Programs and Services

SERVICE LEVEL	RATE PER CUSTOMER, PER MONTH	
	Written Price	Price in Figures
Residential Recycling Service (Section 7.00 of RFP)	Included in the Residential Curbside Single Container Solid Waste Collection and Disposal Rate Above	Included in the Residential Curbside Single Container Solid Waste Collection and Disposal Rate Above **
Residential Recycling Service: Fee Per Additional Container	five dollars and zero cents	\$5.00
Small Commercial Recycling Service (Section 7.00 of RFP)	eight dollars and zero cents	\$8.00
Institutional Recycling Service (Section 7.00 of RFP)	eight dollars and zero cents	\$8.00

Base Commercial Small Collection Unit Collection and Disposal

SERVICE LEVEL	RATE PER CUSTOMER, PER MONTH	
	Written Price	Price in Figures
Commercial Small Collection Service: Single Container, Once-a-week (Section 4.04 of RFP General Specs)	twenty-five dollars and zero cents	\$25.00
Commercial Small Collection Service: Single Container, Twice-a-week (Section 4.04 of RFP General Specs)	N/A	N/A
Commercial Small Collection Service: Fee Per Additional Container Once-a-week Service (Section 4.04 of RFP General Specs)	fifteen dollars and zero cents	\$15.00
Commercial Small Collection Service: Fee Per Additional Container Twice-a-week Service (Section 4.04 of RFP General Specs)	N/A	N/A

** Residential Curbside Service: Single Container Rate INCLUDES Residential Recycling Single Container Service.
All rates submitted include the City of Belton's 7% billing fee and the 5% franchise fee (total of 12%).

Schedule "B"
At Your Door Residential Household Hazardous Waste Collection
for the City of Belton, Texas

Waste Management will continue to provide a Residential Unit household hazardous and other waste collection directly from homes of residents in the City of Belton ("City") as described more fully herein. To participate, City Residential Unit Customers (hereafter "Resident") will call the WM Curbside, LLC call center and request a collection at their home. The following wastes will be collected:

- ✓ Chemicals including paints, pesticides, automotive products and cleaners
- ✓ Universal waste including lamps, tubes, mercury devices
- ✓ Electronic waste including monitors, computers, microwave ovens
- ✓ Sharps to be collected in any rigid sealed container i.e., soft drink bottle

The program will allow the above to be collected according to the following terms:

- ✓ Unlimited number of collections per home
- ✓ Program is available throughout the year on an as needed basis
- ✓ Quantity of waste per collection is limited (must use the kit system)

Complete details on the program including the process and exceptions are listed on the following pages.

This program is managed by WM Curbside, LLC, a Waste Management company. WM Curbside, LLC manages similar programs in Texas and in other states. Some of the waste collected by WM Curbside, LLC is processed at Waste Management owned facilities.

Program Parameters and Rate

ELEMENTS INCLUDED IN THE PROGRAM

- ✓ Call center answers calls live from 7 AM through 7 PM, Monday through Friday. English and Spanish speakers located in the U.S.
- ✓ Automated call system available in English and Spanish after hours and on holidays
- ✓ Website available 24-7 to request a collection. Responses Monday through Friday.
- ✓ Assistance provided to disabled persons on a reservation basis
- ✓ Some waste is shipped to our Colorado facility for reuse by the public
- ✓ Reports provided for all activities on a monthly basis.

We typically provide a survey card to participants that is postage paid and addressed to the City, expect from 10% to 35% response.

Each Residential Unit Customer shall pay the agreed upon rate per month for this At Your Door collection service whether the Customer uses the service or not. The rate will be added to all Residential Unit Customer invoices. The At Your Door rate is subject to the same adjustments as the Base Rates pursuant to the Agreement.

HOME COLLECTION PROCEDURES

Residents call WM Curbside's call center and this is what happens next:

- ✓ Call center answers call live, participant is asked for basic information i.e., name, address, phone number, how they learned of the program, single or multi-family home and a short inventory of the waste. The call center customer service representatives discuss the program with the callers including the placement of the waste on collection day.
- ✓ The caller is provided with a date when they must place their waste at the entrance door or in front of their garage or if multi-family, in a safe location. That location is noted by the customer service representative for use by the customer service technician.
- ✓ A kit will be sent via U.S. mail to the participant who will have about 7-10 days to package the waste and place it out on the designated collection date. The kit consists of a heavy bag, bag tie, labels (for waste that is not labeled) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the call center customer service representative.
- ✓ A customer service technician will arrive at the home during the day, inspect the waste for eligible items, package the waste based upon hazard classification and drive to the next home. In the event the waste is ineligible i.e., unlabeled, leaking, commercial waste, the resident will be contacted in person, by phone and a door hanger will be left with instructions. Residents do not have to be home for collections to occur.
- ✓ The waste is transported to the WM Curbside facility and then on to various recycling and processing facilities. Emphasis is placed on recycling then, treatment followed by incineration, and when no other options are available, disposal at secure landfills.

ELIGIBLE WASTE

A complete listing of eligible and ineligible waste is attached to this document. In general, most ordinary household chemicals purchased at retail stores are eligible for collection. All containers must be labeled and they cannot leak. If a container leaks, Residents are instructed to transfer it to a non-leaking container and label it. If a container is not labeled, participants are told to place a label on the container or use one provided in the kit.

If the item cannot be identified, and it is not a commercial chemical, the participant can request a visit from our technician to identify and collect the item. This is a rare occurrence since most participants can identify their waste.

Most consumer electronic items can be collected including microwave ovens. Large appliances are not acceptable. Console TV's and similar consumer electronic items are eligible unless they originate from a business. Universal waste will be collected which typically includes fluorescent lamps, compact fluorescent bulbs and mercury devices. Tubes are placed outside the kit bag taped together.

Sharps will be collected as part of the program as long as they originate from the home and have been placed into a rigid sealed container prior to collection. This program cannot accept bottles, liquids, creams or other pharmaceutical waste.

The quantity of waste that can be collected at any one time is limited to the items that can be placed into the kit bag along with auto batteries, large electronics and fluorescent tubes, which can be placed outside of the bag. If the participant has more waste than can be accommodated, the participant can request another collection.

INELIGIBLE WASTE

Commercial waste, waste from businesses, and unusually large quantities of the same waste are not eligible for this program. Our customer service representatives in the call center and our customer service technicians in the field are qualified to make the decision to collect or not to collect the waste. A list of other ineligible wastes is contained on the page of this Schedule.

WASTE QUANTITIES

There is no limit on the number of collections a participant can receive. The amount of waste that can be collected during a scheduled collection is limited to the waste that can be placed into the kit unless other arrangements are made. Participants will be discouraged from requesting a collection of very small quantities i.e., a sharps container. Callers with very small quantities will be directed to combine their waste with neighbors.

Program Evaluation

WM Curbside, LLC is committed to the successful implementation of program proposed in this document. To this end, two key elements will help to verify the success of the program:

SURVEY ELEMENT

A postage-paid card addressed to the City program manager will be included in every kit mailed to prospective participants. The card lists five multiple choice questions and two fill-in-the-blanks questions. On average, approximately 10-35% of these cards are completed by Residents and mailed to the cities sponsoring WM Curbside managed programs. The survey card is a "report card" of sorts that goes directly to the City. The responses allow us to continually improve or adjust the program.

REPORTS

Every item collected from every home is logged on the inventory form used by our customer service technicians on site. This data is entered into Curbside's proprietary database and reports are generated. Each month the report you will receive is a summary of the waste collected from your Residents. With this report, you can determine how your Residents are using the program and where to place emphasis on public education to achieve your goals to reach a specific neighborhood or waste stream that may need attention.

Program Acceptable and Unacceptable Waste

Acceptable Wastes

Pesticides
 Insect Sprays
Herbicides
Rust Removers
Swimming Pool Chemicals
Wood Preservatives
Used Oil Filters
Commercial Chemicals
Batteries
 Vehicle
 Household
Fluorescent Tubes
Chlorine Bleach
Drain Openers
Corrosive Chemicals (noncommercial)
Lye
Muriatic Acid
Hobby Chemicals
Lubricants
 Used Motor Oil
 Used Transmission Fluid
 Gear Oil
Paint Products
 Oil
 Latex
 Spray
 Stripper
Paint Thinners
Automotive Chemicals
 Waxes
 Polishes
 Cleaners
 Carburetor Cleaner
 Brake Fluid
 Gasoline
 Antifreeze
Sharps

Unacceptable Waste

Biological Waste

Detectors
Ammunition
Explosives
Commercial Chemicals
Large containers over 5 gallons
Materials improperly packaged for transportation
Fire Extinguishers
Gas Cylinders
Unlabeled material
Unknown materials
Tires
Appliances
Liquid Mercury
Driveway Sealer limited to 5 gallon
All Medicines

SCHEDULE "C"

Waste Management of Texas, Inc.'s (Contractor) Disaster Management Plan For the City of Belton, Texas (City)

The City and CONTRACTOR agree that the City has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Association to provide Disaster or Storm Debris services within the City after a Disaster or Storm Event. For purposes of the Agreement and this Schedule, **"Disaster or Storm Event"** shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of brush, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage. **"Disaster or Storm Debris"** shall mean debris, such as brush, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.

The City has requested that Contractor prepare a Disaster Management Plan that sets forth the activities and rates that Contractor would undertake should the City select it and should Contractor have the ability to provide such Disaster or Storm Event services:

1. CONTRACTOR would designate a local CONTRACTOR employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the City in responding to the Event. CONTRACTOR would request that this employee be designated as a member of the City's office of emergency management team to ensure seamless communication in coordinating CONTRACTOR's response. CONTRACTOR's designated representative would coordinate with both CONTRACTOR operations personnel and the City in responding to the Event.
2. Once the City declares it safe, CONTRACTOR operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. CONTRACTOR's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, special waste mixed into

the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle actually deployed.

3. Once CONTRACTOR's initial assessment has been completed, CONTRACTOR will provide a letter or report to the City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that CONTRACTOR believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. With regard to the length of time an Event clean-up may take, CONTRACTOR's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. Many times, we have found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.
4. CONTRACTOR has the ability to bring in specialized disaster clean-up companies to assist with the effort if requested by the City. CONTRACTOR can act as the contractor for the City, if requested, and take responsibility for managing these subcontractors and their activities.

Contract Year 1 Rates for CONTRACTOR to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate: From \$125.00 to \$150.00/per hour depending on the type of truck used to perform the debris collection/hauling.

Disposal Cost: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to the City.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates are adjusted pursuant to Section 14 in the Contract. This Plan does not obligate Contractor to provide the Disaster or Storm Debris services set forth herein for Disaster or Storm Events.

ORDINANCE NO. 2013-42

AN ORDINANCE AMENDING A LICENSE TO WASTE MANAGEMENT, INC., TO PROVIDE SOLID WASTE COLLECTION SERVICES WITHIN THE CITY OF BELTON; AND MAKING OTHER PROVISIONS.

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

Section I. Amendments.

Section 3 is hereby amended to read as follows:

Section 3. Term.

The term of this agreement is modified and will now expire December 31, 2014.

Section II. Acceptance by Company.

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

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

Waste Management of Centex (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the license to operate a commercial and industrial refuse and solid waste collection and disposal system within the City as said license is set forth and provided in Ordinance No. 2013-42 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the License.

Company: Waste Management of Centex

By: Kevin Harse

Printed Name: Kevin Harse

Title: District Manager

Section III. Severability.

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

Section IV. Captions and Headings.

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

Section V. No Suspension of Laws.

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

Section VI. Peaceful Enjoyment.

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

Section VIII. Open Meetings.

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

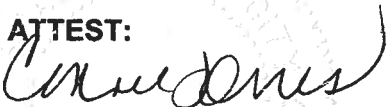
Section IX. Endorsements and Records.

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

PASSED AND APPROVED on this the 26th day of November, 2013 .

CITY OF BELTON

ATTEST:



Connie Torres, City Clerk



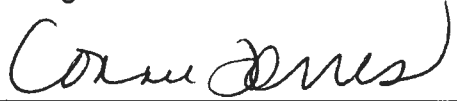
Marion Grayson, Mayor Pro Tem

APPROVED AS TO FORM AND CONTENT:

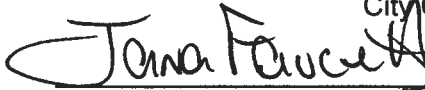


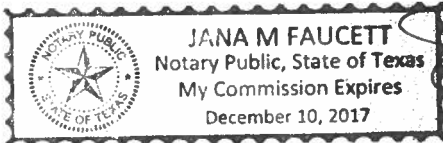
John Messer, City Attorney


The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 26th day of November, 2013, by a vote of 6 votes for the Ordinance and 0 votes against the Ordinance.



Connie Torres
City Clerk

 accepted the amended License by written instrument filed on the 5 day of December, 2013





Jana Faucett
City Clerk

ORDINANCE NO. 2016-15

AN ORDINANCE AMENDING AN EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT OF TEXAS, INC., TO INCLUDE PROVIDING RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES WITHIN THE BOUNDARIES OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.

WHEREAS, Section 7.03 of the Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 (the "District") requires any provider of solid waste collection services to obtain a franchise from the City of Belton (the "City");

WHEREAS, Waste Management of Texas, Inc., a partnership (the "Company"), operates a solid waste and collection service for the City of Belton; and

WHEREAS, the Company seeks to provide solid waste collection disposal and recycling services for residential customers within Bell County Municipal Utility District No. 1 (the "District");

WHEREAS, the City has entered into an interlocal agreement with the District to provide solid waste collection disposal and recycling services for residential customers;

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

SECTION 1: Agreement.

The City of Belton hereby amends an exclusive franchise to Waste Management of Texas, Inc., in accordance with the First Amended Solid Waste Collection and Transportation Agreement attached hereto as Attachment "A" to include the boundaries of the Bell County Municipal Utility District No. 1.

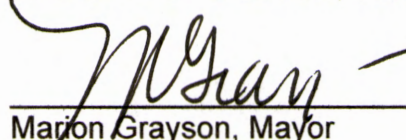
SECTION 2: Acceptance by Company.

Within fifteen (15) days after the passage of this amended Franchise, the Company shall execute the First Amendment to the Municipal Solid Waste Collection and Transportation Agreement.

PASSED AND APPROVED on first reading, the 22nd day of March, 2016.

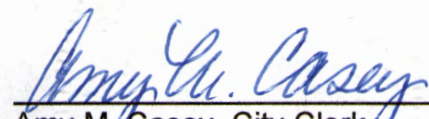
PASSED AND APPROVED on second and final reading, the 12th day of April, 2016.

THE CITY OF BELTON, TEXAS



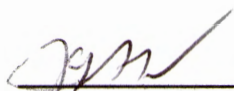
Marion Grayson, Mayor

ATTEST:



Amy M. Casey, City Clerk

APPROVED AS TO FORM:



John Messer, City Attorney

ATTACHMENT A

FIRST AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This "**FIRST AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT**" (this "Amendment") is entered into as of the 12th day of April, 2016, by and between the **CITY OF BELTON, TEXAS** ("City"), and **WASTE MANAGEMENT OF TEXAS, INC.** ("Contractor"), a Texas corporation.

WITNESSETH:

WHEREAS, the City and Contractor have heretofore entered into a certain Municipal Solid Waste Collection and Transportation Agreement, dated September 10, 2013 (together with all amendments thereto, the "Contract"), whereby Contractor was granted the exclusive right to provide residential and commercial-hand collect waste and recycling collection within the City, as more particularly set forth in the Contract; and

WHEREAS, the City desires to extend Contractor's services to Residential Units that currently receive waste services administered and/or provided by the Three Creeks Municipal Utility District a/k/a Bell County Municipal Utility District No.1 ("Three Creeks MUD"), and Contractor has agreed to expand its services to those Residential Units,

WHEREAS, the City and Contractor desire to modify the Contract, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. The City has requested and Contractor has agreed to begin providing waste and recycling services to Residential Units located in the Three Creeks MUD area, including the additional 36.55 acre tract, beginning on April 18, 2016. Attached as **Exhibit A** to this Amendment is a map that generally depicts the Three Creeks MUD area in which the Contractor will be providing the services. The Contractor and the City agree that Contractor will be the exclusive residential waste and recycling services provider in the Three Creeks MUD upon execution of this Amendment.
2. All other provisions of the Contract are applicable to this Amendment, including without limitation, all provisions of Section 10 in the Contract.
4. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY:

BELTON, TEXAS

By: Sam A. Listi
Sam A. Listi

Its: City Manager

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

By: Phil Lane

Its: Public Sector Director

ORDINANCE NO. 2017-45

AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CITY OF BELTON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018.

WHEREAS, the City of Belton has entered into a Municipal Solid Waste Collection and Transportation Agreement granting Waste Management exclusive rights to operate and maintain the service of collection and transportation of residential and commercial hand-collect garbage and trash and recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City.

WHEREAS, Section 11.01 of that Municipal Solid Waste Collection and Transportation Agreement allows Waste Management to adjust rates for collection beginning January 1, 2015 and continuing annually by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 for the preceding twelve months based on the most recently available index prior to the 60 days' notice to the City.

WHEREAS, on November 3, 2017, Waste Management notified the City that rates would be adjusted upwards by 2.11% as of January 1, 2018 based on the September 2016 – September 2017 adjustment in the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100.

WHEREAS, on November 21, 2017, the City Council approved a small cell wireless facility siting ordinance that included a service pole collocations attachment agreement license, an agreement between the City and network provider that states a facility can be attached to City-owned infrastructure.

WHEREAS, Senate Bill 1004 allows cities to charge a fee for the use of City right-of-way and City-owned infrastructure.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that Section 8-71 and Section 8-72 of the Fiscal Year 2018 Fee and Rate Schedule effective October 1, 2017, be amended effective January 1, 2018, and Section 20-153 be added effective January 1, 2018, as follows:

Sec. 8-71:

<u>Solid Waste Collection Rates - Residential</u>	<u>Current Rates</u>	<u>January 1, 2018 Rates</u>
Curbside	\$15.49 per month	\$15.82 per month
Curbside Additional Container	\$5.77 per month per additional container	\$5.89 per month per additional container
Door-to-Truck Service	\$26.88 per month	\$27.45 per month
Door-to-Truck Service Additional Container	\$10.50 per month additional container	\$10.72 per month additional container
Residential Recycling Service Additional Container	\$5.25 per month additional container	\$5.36 per month additional container

Sec. 8-72:

<u>Solid Waste Collection Rates - Commercial</u>	<u>Current Rates</u>	<u>Proposed January 1, 2018 Rates</u>
Once per week service	\$26.24 per cart	\$26.79 per cart
Commercial Cart Collection Additional Cart	\$15.75 per additional cart	\$16.08 per additional cart
Commercial Recycling Cart	\$8.40 per month	\$8.58 per month
Institutional Recycling	\$8.40 per month	\$8.58 per month

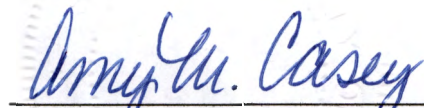
Sec. 20-153:

<u>City-owned Infrastructure and ROW</u>	<u>Fee</u>
Network Nodes	\$250 per network node site/year
Node Support Poles	\$250 per pole/year
Transport Facility	\$28 per transport facility/month

PASSED AND APPROVED this the 28th day of November, 2017.


 Marion Grayson, Mayor

ATTEST:


 Amy M. Casey, City Clerk



CITY OF BELTON

**City Council Meeting Agenda
Tuesday, August 14, 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 by Assistant City Manager/Chief of Police Gene Ellis.

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

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

Invocation. The Invocation will be given by Bryan Davis of First Responders Fellowship.

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. Consider the minutes of the July 24, 2018, City Council Meeting.

Planning and Zoning

4. Consider authorizing the City Manager to enter into a 5-year lease agreement with Higher Ground Properties, LLC, for the lease of 8.024 acres.

5. Consider a resolution supporting roadway and trail project submissions for the Killeen-Temple Metropolitan Planning Organization (KTMO) 2045 Metropolitan Transportation Plan.

Miscellaneous

6. Consider an ordinance amending the boundary of Tax Increment Reinvestment Zone #1, established by Ordinance 2004-64 and amended by Ordinance 2017-11, in two areas:
 - A. adding approximately 156.85 acres in the vicinity of Heritage Park, east of the intersection of North Main Street and E. 22nd Avenue; and
 - B. adding approximately 7.86 acres in the vicinity of the Historic Standpipe Site, west of the intersection of South Main Street and W. Avenue I.
7. Consider authorizing the City Manager to execute the following contracts:
 - A. A concrete contract for the annual construction materials for infrastructure projects for one year, and any change orders associated with the contract, not to exceed the amount authorized under state law; and
 - B. A concrete contract for repair of the Lake Road sidewalks for one year, and any change orders associated with the contract, not to exceed the amount authorized under state law.

Budget FY2019

8. Presentation and discussion on the Ad Valorem Tax Rate and the Sales Tax Allocation.
9. Presentation of Belton Economic Development Corporation Annual Report and Budget for FY2019.
10. Presentation of Tax Increment Reinvestment Zone (TIRZ) Fund Budget for FY2019.
11. Presentation of the General Fund budget for FY2019.
12. Presentation of the Debt Service Fund budget for FY2019.
13. Presentation of proposed FY2019 Ad Valorem Tax Rate.
14. Conduct vote by the City Council to place a proposal to adopt a tax rate for Fiscal Year 2019 on the Tuesday, September 18, 2018, agenda.

15. Call for two public hearings on a proposed tax rate for Fiscal Year 2019 to be held on Tuesday, August 28, 2018, and Tuesday, September 11, 2018, at 5:30 p.m. at the Harris Community Center, 401 N. Alexander Street.



CITY OF BELTON

OFFICE OF THE CITY MANAGER

**City Council Meeting Agenda
Tuesday, August 14, 2018 - 5:30 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

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3. **Consider the minutes of the July 24, 2018, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

Planning and Zoning

4. **Consider authorizing the City Manager to enter into a 5-year lease agreement with Higher Ground Properties, LLC, for the lease of 8.024 acres.**

See Staff Report from Director of Planning Cheryl Maxwell. Recommend authorization of the 5-year lease agreement as presented.

5. **Consider a resolution supporting roadway and trail project submissions for the Killeen-Temple Metropolitan Planning Organization (KTMO) 2045 Metropolitan Transportation Plan.**

See Staff Report from Director of Planning Cheryl Maxwell. Recommend adoption of the resolution supporting the City's project submissions to KTMO.

Miscellaneous

6. **Consider an ordinance amending the boundary of Tax Increment Reinvestment Zone #1, established by Ordinance 2004-64 and amended by Ordinance 2017-11, in two areas:**

- A. **adding approximately 156.85 acres in the vicinity of Heritage Park, east of the intersection of North Main Street and E. 22nd Avenue; and**
- B. **adding approximately 7.86 acres in the vicinity of the Historic Standpipe Site, west of the intersection of South Main Street and W. Avenue I.**

See Staff Report from City Manager Sam Listi. Recommend adoption of the ordinance expanding the TIRZ boundary as presented. Following favorable Council action on this item, the expansion will be presented to the County Commissioners Court for approval.

7. **Consider authorizing the City Manager to execute the following contracts:**
 - A. **A concrete contract for the annual construction materials for infrastructure projects for one year, and any change orders associated with the contract, not to exceed the amount authorized under state law; and**
 - B. **A concrete contract for repair of the Lake Road sidewalks for one year, and any change orders associated with the contract, not to exceed the amount authorized under state law.**

See Staff Report from Director of Public Works Angellia Points. Recommend authorizing the two contracts as presented.

Budget FY2019

8. Presentation and discussion on the Ad Valorem Tax Rate and the Sales Tax Allocation.

Information on this item will be provided prior to the meeting. Staff is anticipating the receipt of additional information that will allow the Council to receive the most up-to-date budget information. No Council action is required.

9. Presentation of Belton Economic Development Corporation Annual Report and Budget for FY2019.

Information on the budget portion of this item will be provided prior to the meeting as Staff is anticipating the receipt of additional information that will allow the Council to receive the most up-to-date budget information. The BEDC Annual Report presentation will be provided at the meeting. No Council action is required.

10. Presentation of Tax Increment Reinvestment Zone (TIRZ) Fund Budget for FY2019.

See the TIRZ Fund Budget presentation for FY2019. The TIRZ Board met on July 25, 2018, and unanimously recommended the FY2019 TIRZ Fund budget as presented. No Council action is required.

11. Presentation of the General Fund budget for FY2019.

Information on this item will be provided prior to the meeting. Staff is anticipating the receipt of additional information that will allow the Council to receive the most up-to-date budget information. No Council action is required.

12. Presentation of the Debt Service Fund budget for FY2019.

The presentation for the Debt Service Fund Budget for FY2019 is included in the packet. No Council action is required.

13. Presentation of proposed FY2019 Ad Valorem Tax Rate.

The presentation of the proposed FY2019 Ad Valorem Tax Rate included in the packet. No Council action is required.

14. Conduct vote by the City Council to place a proposal to adopt a tax rate for Fiscal Year 2019 on the Tuesday, September 18, 2018, agenda.

This is the first step in adopting a tax rate that exceeds the lower of the effective or rollback rates. After this recorded vote, the City must call for and conduct two public hearings, and publish a quarter-page notice in the newspaper per Texas Tax Code

140. This notice is placed with two different newspapers to ensure notice is published as required. The notice is also posted on the City's website. After those actions, Council will vote to adopt a tax rate, at their Special Called Meeting on September 18, 2018. A roll call vote is required by State Law. Recommend conducting vote to place a proposal to adopt a specific tax rate on the September 18, 2018, Special Called Meeting Agenda.

15. **Call for two public hearings on a proposed tax rate for Fiscal Year 2019 to be held on Tuesday, August 28, 2018, and Tuesday, September 11, 2018, at 5:30 p.m. at the Harris Community Center, 401 N. Alexander Street.**

Staff is recommending that the Council set Tuesday, August 28, 2018, and Tuesday, September 11, 2018, at 5:30 p.m., for the two public hearings required on the proposed tax rate. Recommend setting public hearings as indicated.

Belton City Council Meeting
July 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 and Councilmembers David K. Leigh, Dan Kirkley, Guy O'Banion, John R. Holmes, Sr. and Wayne Carpenter. Staff present included Sam Listi, John Messer, Amy Casey, Brandon Bozon, Chris Brown, Matt Bates, Paul Romer, Bob van Til, Bruce Pritchard, Kim Kroll, Judy Garrett, Angellia Points, Charlotte Walker, Cheryl Maxwell, Cynthia Hernandez, Susan Allamon, Jen Wesley, Larry Berg and Kelly Trietsch.

The Pledge of Allegiance to the U.S. Flag was led by Grants and Special Projects Coordinator Bob van Til, the Pledge of Allegiance to the Texas Flag was led by Councilmember Wayne Carpenter, and the Invocation was given by Bruce Lovesmith, a member of the Belton Clergy-Police Partnership.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:32 p.m.
2. **Public Comments.** John Manuel, 2930 Presidio Circle, spoke on the potential adverse impact the Lake-to-Lake Road may have on his neighborhood, and recommended the project be reviewed.
3. **Consider minutes of previous meetings:**
 - A. **July 10, 2018, City Council Workshop Meeting**
 - B. **July 10, 2018, City Council Meeting**

Upon a motion by Councilmember David K. Leigh, and a second by John R. Holmes, Sr., the minutes were unanimously approved by a vote of 7-0.

Planning and Zoning

4. **Hold a public hearing and consider an ordinance amending Section 23, Commercial Highway Zoning District to allow a truck stop and truck parking lot as permitted uses.**

Director of Planning Cheryl Maxwell explained that one of the items on this agenda is a zone change request to Commercial Highway District to allow truck fueling and parking. Truck Parking Lot and Truck Stop are defined in the Zoning Ordinance, but they are not listed under any of the zoning districts as permitted uses, neither by right nor by Specific Use Permit. She said that after review of the definitions in the Zoning Ordinance, it can be inferred that the fueling of heavy load truck vehicles is allowed in the following Zoning Districts:

- Retail (Gasoline or Service Station)
- Central Business District (Gasoline Service Station)

- Commercial Highway (any use allowed in Retail)
- Commercial-1 (any use allowed in Retail)
- Commercial-2 (any use allowed in Commercial-1)

Mrs. Maxwell said a Commercial Auto Parking Lot/Garage is allowed in the C-2 District, and it may be inferred that the truck parking is an accessory use to the truck fueling and allowed in the same zoning districts identified above for truck fueling which would then include Retail, CBD, CH, and C-1. Staff proposes to clarify which districts allow a truck stop and truck parking by amending the Zoning Ordinance to allow the use.

“Truck Stop and Truck Parking Lot are both uses related to interstate traffic,” Mrs. Maxwell said. Therefore, the Commercial Highway Zoning District appears to be appropriate for these uses. If approved for the Commercial Highway Zoning District, these uses would also be allowed in Commercial-1 and Commercial-2 Zoning Districts. She added that Staff is not proposing to add these uses to the Retail District, although, if Retail Zoning is along an interstate, they may be appropriate, and could be allowed based on the current definitions.

Mrs. Maxwell said the Planning and Zoning Commission met on July 17, 2018 and unanimously recommended approval of the proposed amendment to Section 23, Commercial Highway Zoning District, to allow a truck stop and truck parking lot as permitted uses, and Staff concurs with their recommendation.

Councilmember Holmes asked if the Truck Parking Lot meant overnight parking. Mrs. Maxwell said, “Not necessarily.” She added that the length of time allowed for parking in the lot is not addressed.

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

Upon a motion by Councilmember Guy O'Banion, and a second by Councilmember Wayne Carpenter, Item #4, including the following captioned ordinance, was unanimously approved by a vote of 7-0.

ORDINANCE 2018-22

AN ORDINANCE OF THE CITY OF BELTON, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING SECTION 23, COMMERCIAL HIGHWAY DISTRICT, TO ALLOW A TRUCK STOP AND TRUCK PARKING LOT AS PERMITTED USES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

5. Hold a public hearing and consider a zoning change from Agricultural to Commercial Highway District on a 3.283 acre tract of land located at 3555 W.

Hwy 190 Service Road, on the southeast corner of I-14/US 190 and FM 1670, west of I-35.

Director of Planning Cheryl Maxwell explained that this property is under contract, and the proposed purchaser is the applicant. The applicant proposes to develop a larger convenience store to accommodate fueling and parking of large trucks. The proposed Commercial Highway Zoning District allows these types of uses. She added that while alcohol sales is an allowed use under the proposed zoning, this area is currently “dry” for alcohol sales.

Mrs. Maxwell said that the Zoning Ordinance is not clear regarding these uses. She added that the approval of the code amendment in Item #4 clarifies that the applicant’s proposed uses are allowed in the requested Commercial Highway Zoning District. She added that approval of a subdivision plat and site plan will be required prior to issuing a building permit. Development of this property must comply with all design standards for site development including building design, landscape, tree preservation, etc.

The Planning and Zoning Commission met on July 17, 2018, and unanimously recommended approval of the zoning change from Agricultural to Commercial Highway District, and Staff concurs with their recommendation.

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

Upon a motion by Councilmember Leigh, and a second by Councilmember O’Banion, Item #5, including the following captioned ordinance, was unanimously approved by a vote of 7-0.

ORDINANCE NO. 2018-23

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO COMMERCIAL HIGHWAY ZONING DISTRICT ON A 3.283 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 4 DESIGN STANDARDS.

6. **Consider a final plat of Hollow Ranch Subdivision, comprising 34.535 acres on the east side of FM 1670, south of West Amity Road in the ETJ of the City of Belton.**

Director of Planning Cheryl Maxwell said this is a 49-lot subdivision with 47 lots proposed for single family residential development and two lots proposed for commercial development along FM 1670. The preliminary plat was approved in February, under the name of Taylor Subdivision.

Mrs. Maxwell explained that this property is located in Belton's ETJ, so there is no zoning. The Future Land Use Map shows this area as residential, and there are currently several residential developments in this area. Access to the residential lots is provided off FM 1670 via the proposed road Hollow Drive. Local streets connect with Hollow Drive creating a loop within the development. All of the proposed residential lots are over 0.50 acre in size, and the two commercial lots are both approximately 2.5 acres in size.

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

Water: This property is located within the Salado Water Supply Corporation (SWSC) CCN. An existing 6-inch water line runs along the west side of FM 1670 and an 8" line runs along the east side. The applicant proposes to tap the 8" line and construct an 8-inch line throughout the subdivision. A letter has been provided from SWSC confirming their ability and willingness to serve this subdivision. The City of Belton Fire Code requires a minimum water flow of 1,000 gpm for fire hydrants. The existing water pressure is 900 gpm. The developer requested a variance to this requirement with the preliminary plat, and it was approved by Council at that time.

Sewer: No sanitary sewer is available to serve this subdivision. Individual septic systems are proposed on the lots. All of the proposed lots are over 0.50 acres in size. A letter has been provided from the Bell County Public Health District tentatively granting approval for septic systems, subject to site plan reviews for the individual lots.

Drainage: Drainage will be detained on-site in the vicinity of Block 1, Lot 14 at the northeast corner of this property and will be maintained by the subdivision's home owners' association. Detailed drainage calculations have been provided, and drainage plans are ready for approval.

Streets: With 120' of ROW available, no ROW dedication is needed for FM 1670. FM 1670 is a TxDOT roadway; therefore, the requirement for perimeter street improvements is not applicable. TxDOT approval is required for driveway permits to the commercial lots from FM 1670. TxDOT has approved access for the entrance roadway, Hollow Drive, and the southern commercial lot (Lot 1, Block 3); however, access to the northern commercial lot (Lot 1, Block 1) was not granted. Access to this lot will be via Hollow Drive. The internal roads in this subdivision will be constructed as local streets with a 31' pavement width within a 50' wide ROW with curb and gutter.

Sidewalks: The Subdivision Ordinance requires the developer to construct and install a 6-foot wide sidewalk along the subdivision side of arterial roadways. Since FM 1670 is a minor arterial, the developer is required to install a 6-foot wide sidewalk along the eastern side of FM 1670. The applicant requested a variance to this requirement with the preliminary plat, and it was denied in conjunction with

preliminary plat approval. The sidewalk has been included in the proposed construction plans.

Parkland Dedication/Fees: This subdivision is proposed to contain 47 residential lots; therefore, a dedication of 0.47 acres of parkland or a \$9,400 fee-in-lieu of land dedication is required. The lots in this subdivision are 0.50 acre and larger, which provides open space on each lot for the residents. This subdivision is located outside the Belton City limits and is not close to any existing City parks. The Parks Master Plan does not identify any future parkland in this area. The developer requested a variance to the parkland requirements with the preliminary plat, and the variance was granted.

Mrs. Maxwell said that Staff has reviewed the final plat and finds it acceptable, subject to conditions contained in the letter to the applicant. Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has also reviewed this plat and made comments that have been addressed. After Council action, this plat will be taken to Bell County Commissioners Court for approval.

At the Planning Commission meeting on July 17, 2018, Staff informed the members they were working with the applicant regarding placement of driveways with access to Hollow Drive for the two commercial lots. The proposal is to locate each driveway 125' from the west property line.

Staff also informed the members that their recommendation for the sidewalk along FM 1670 was being withdrawn, due to maintenance issues. Neither Bell County nor TxDOT is willing to maintain the sidewalk in the ETJ, and the City cannot justify spending tax dollars generated by residents inside the city limits on sidewalks located outside the City limits where the residents do not pay City taxes.

Councilmember Leigh asked, "Although the sidewalk is not going to be built at this time, can we request the developer design the sidewalk so we will be able to construct it at the appropriate time?" City Manager Sam Listi said that TxDOT has stated sidewalk design would not be appropriate at this time since future design of roadway improvements are unknown. Mr. Leigh said that he does not agree with TxDOT and still believes it should be designed. Mr. Listi said that he understands, but the City is having a challenge with areas like this in the ETJ.

Councilmember O'Banion asked if there is enough ROW for a sidewalk. David Mojica of Belton Engineering, the applicant's engineer, stated that the original plans show a sidewalk, and there is room within the TxDOT ROW. Mr. Leigh said that he thinks the plans should continue to show the sidewalk even if it is not required to be constructed at this time, thereby demonstrating it is possible.

Upon a motion by Councilmember Leigh to approve the final plat as presented but require the sidewalk to be shown on the plans as originally intended, and a second by Mayor Pro Tem Craig Pearson, Item #6 was approved by a vote of 6-1. Councilmember Holmes provided the dissenting vote.

Miscellaneous

7. Consider authorizing the City Manager to enter into a professional services agreement with Halff Associates for the redesign of the South Belton Sewer System Phase II.

Director of Public Works Angellia Points explained that Council previously decided to reevaluate the design of Phase II of the South Belton Sewer Project in order to allow additional areas to be served by gravity sewer east of Toll Bridge Road.

Mrs. Points said that on June 12, 2018, two options were presented to the Council in a workshop session. Option A included keeping the lift station along Toll Bridge Road, with the assumption a second lift station would be needed in the future along the Lampasas River. A second bore under IH-35 would also be needed to serve an additional area west of IH-35 and south of Shanklin Road to the Lampasas River. This second bore is consistent with both Option A and Option B. The ultimate cost for both lift stations and second bore was estimated to be \$6.12M.

Option B included relocating the lift station to the Lampasas River to maximize the service area now and to only have one lift station for the region. In order to do so, additional easements would need to be acquired, and additional gravity and force mains would need to be installed. The ultimate cost for Option B (\$4.14M) and the second bore under IH-35 was estimated to be \$4.54M and is overall less expensive. Although Option B would require additional easement acquisition, additional time for design, and additional funding (construction and design services) at this time, Council decided to proceed with Option B. Option B results in only one lift station for the region, maximizes the service area sooner than later, and overall is less expensive for the ultimate system.

Mrs. Points said Staff worked with Halff Associates to develop a scope of services to redesign Phase II for Option B. The scope of services includes the following items.

- Predesign to include horizontal and profile pipeline alignments and preliminary site location of the lift station, which is proposed to be located on the Utley property.
- Survey and subsurface utility engineering for locating utilities.
- SCADA path study to determine antenna height.
- TCEQ permitting.
- TxDOT permitting services for the extension of the sewer line to Cedar Crest.
- Environmental permitting.
- Geotechnical investigations.
- 30%, 60%, 95%, and final design phases, each with cost estimates and necessary reviews.
- Easement legal descriptions and exhibit preparations.

- Bid phase services. Construction phase services will be negotiated at the time of bid award.
- This scope does not include the second bore under IH-35. This is considered another future phase of the sewer project.

Mrs. Points added that there are some economies of scale with the Phase II redesign because the project includes the lines north of the original lift station property, which have already been designed. However, because more service acreage is included, the force main size will need to be increased. The gravity main north of Toll Bridge will be extended to Cedar Crest along IH-35. The scope includes designing 5,900 linear feet of new gravity line and 4,000 linear feet of new force main. Phase II will include moving the lift station, which can keep most of the original design. However, she said that it will require some changes due to the location, increase in size, the configuration and reworking how it will be powered by electrical, etc. An access road/point to the facility will also need to be designed. Finally, the design will need final TCEQ approval.

Points explained that the work on the first redesign proposal has halted, leaving approximately \$75,000. The revised Phase II design scope of services is 10% of the estimated construction costs at \$419,700 with provisions to add easement legal descriptions if needed. The proposed contract is for \$419,700, but net new cost given the \$75,000 remaining from the halted project is approximately \$345,000. She said that the funding for the redesign is proposed to come from the 2016 Utility Certificates of Obligation.

Upon a motion by Councilmember Carpenter, and a second by Councilmember Dan Kirkley, Item #7 was unanimously approved by a vote of 7-0.

8. **Consider authorizing the purchase of an ambulance through the BuyBoard Cooperative Purchasing Network from Frazer, Ltd., via Mac Haik Dodge Chrysler Jeep in the amount of \$125,775 to be funded through the Greathouse Trust Fund.**

Fire Chief Bruce Pritchard said that the Fire Department needs a modern and reliable fleet in order to continue to serve the citizens of Belton. The City currently has three ambulances, and the unit that they are requesting be remounted has just over 100,000 miles on it.

Current fleet:

- Medic 1 2016 - 53,000 miles
- Medic 2 2015 - 97,000 miles
- Medic 3 2006 - 111,000 miles

Fire Department personnel received a BuyBoard quote of \$125,775 from Frazer for the remount. Purchases through BuyBoard meet all competitive bidding requirements. Texas law requires purchases of vehicles from licensed vehicle

dealers, so payment will be made to Mac Haik for the chassis and upfitting of the ambulance body. Mac Haik will deliver the chassis to Frazer who will complete the unit. The unit is expected to be complete by April 2019.

The Greathouse Trust was established to help the Fire Department with EMS needs. Chief Pritchard explained that this fund has helped fund the remounting of two ambulances and the purchase of a third ambulance. The current balance in the Greathouse Trust is approximately \$134,000.

The Greathouse Fund Trustees met prior to this meeting and authorized the funding. The refurbishing and chassis purchase will be repaid from the General Fund in four annual installments. The first year payment from the General Fund to the Greathouse Trust Fund will be included in the FY 2019 budget.

Councilmember O'Banion asked what a complete ambulance would cost. Chief Pritchard responded that a new unit would cost between \$320-\$350K depending on optional equipment.

Mayor Grayson explained that Mrs. Greathouse had used Belton EMS while she was living, and she left instructions in her will to provide a sum of money to the City to utilize for ambulances and EMS needs.

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember Kirkley, Item #8 was unanimously approved by a vote of 7-0.

9. **Consider an ordinance amending Chapter 2, Article II, Section 2-26 of the Code of Ordinances regarding the membership requirements for the Lena Armstrong Public Library Board of Directors.**

A motion was made to table this item by Councilmember Leigh. The motion was seconded by Councilmember Holmes, and Item #7 was tabled by a vote of 7-0.

10. **Consider appointments/reappointments to the following Boards and Commissions:**

- A. **Library Board of Directors**
- B. **Housing Board of Adjustment**
- C. **Planning and Zoning Commission**

Mayor Grayson announced that Item #10A needed to be tabled. She asked if there were any questions on this item. There were none.

A motion to table Item #10A and approve Items #10B and #10C was made by Mayor Pro Tem Pearson. Councilmember Leigh seconded the motion which was unanimously approved by a vote of 7-0. Councilmember Holmes said that he had worked with Rae Schmuck on the Planning and Zoning Commission, and he thanked her for her service.

11. **Consider an ordinance amending the following:**

A. **FY2018 BEDC budget.**

BEDC Executive Director Cynthia Hernandez said that in August 2017, BEDC created their capital fund with \$4.1 million dollars for planned infrastructure improvements. The allocation was based on estimates for the Avenue D extension, Rockwool site enhancements, cost share in the proposed East Street improvements, and the IH-35 water line extension. Due to some modifications with the Avenue D design and IH-35 services, and requests made by the City of Belton for support with various road projects, a budget amendment in the amount of \$1,694,500 is needed.

Mrs. Hernandez explained that a contract for design services for the I-35 water extension has been approved. Services related to engineering are estimated at \$94,500 over the original projected costs for engineering services and are included in the budget amendment. She said the Avenue D design is near completion with a target date of August for bids. Construction costs are expected to exceed the original estimates due to some minor enhancements required by TxDOT at the intersection of Loop 121 and Avenue D. The budget amendment includes a 15% increase for construction costs, bringing the total project to \$2,478,100 for engineering and construction. She added that this project will help facilitate a safe alternative for traffic to enter and exit the Belton Business Park. Furthermore, this investment will open several tracts for commercial and light industrial development.

Currently, the tracts south of IH-14 and west of Loop 121 towards FM 1670 are not served with sewer. Mrs. Hernandez said that BEDC will allocate \$220,000 to design wastewater extension to serve a notable area south of IH-14.

Hernandez said the remaining funds included in the proposed budget amendment are in response to the City of Belton's request for funding assistance with two additional projects. BEDC will allocate \$848,340 for the Loop 121 widening project. This amount reflects the total costs due to TxDOT for the City's cost share in the project. BEDC will also allocate an additional \$250,000 to fund the East Street improvements in full, estimated at \$350,000.

BEDC Board of Directors unanimously voted to approve the budget amendment in the amount of \$1,694,500 at the July 12, 2018, Board meeting.

Mayor Grayson and Councilmember Leigh thanked Mrs. Hernandez for the information. Mr. Leigh added that he appreciates the BEDC Board partnering with the City on many of these projects. Councilmember Dan Kirkley commented, "Wow!"

B. **FY2018 General Fund and Debt Service Fund budgets.**

Director of Finance Brandon Bozon explained that the 2005 City Charter states that budget amendments occur by ordinance. The enclosed ordinance includes all known budget amendments to date for FY 2018. Some of these were approved by City Council as they arose during the year, and the need for other amendments occurs in the course of operations during the year. Amendments not yet approved by Council include:

- An increase in refuse collection fee revenue and an increase in refuse collection contract expenditures of \$50,000 to adjust revenues closer to actual and cover the additional refuse contract expenditures due to greater than anticipated customer growth.
- An increase in the General Fund expenditure, 'Transfer to Debt Service Fund' and Debt Service Fund revenue, 'Transfer from General Fund' of \$200,000 to assist in the continued implementation of the City's tax rate management strategy in FY 2019.
- An increase in the General Fund expenditure, 'Fire Department HVAC Maintenance', of \$50,000 to cover unplanned expenditures incurred during the year.
- An increase in the General Fund expenditure, 'Transfer to Street Maintenance Fund' of \$150,000 to provide additional funding for the City's ongoing preventative street maintenance plan.
- An increase in the BEDC Operating Fund expenditure, 'Transfer to BEDC Capital Projects' of \$1,694,500 to provide funding/additional funding for the Avenue D extension, East Street Improvements, IH-35 waterline extension, Loop 121 widening cost share and IH-14 sewer line engineering. (See Staff Report for Item 11A for more detailed information.)

Other amendments previously approved, and included in this ordinance are:

- The increase in BEDC Operating Fund expenditure, 'Land' of \$43,000 to cover the acquisition of property adjacent to the Belton Business Park

Councilmember Leigh asked if the rollback rate was affected by amending the budget during the year. He added that, although the City isn't changing the total ad valorem tax rate, we are adjusting the allocations between Maintenance/Operations (M&O) and Debt Service.

Mr. Bozon stated, "Just having surplus revenues in sales tax will not affect the roll back rate. However, as the City heads down this path of utilizing debt service fund balance to work our tax rate to maintain the same top line by decreasing the debt service, it will pull next year's rollback rate down from 0.6970 to 0.6722, so we are saying we need less debt service taxes to service our debt. We are on a path toward lowering our rollback rate for next year, but it will still be above our current tax rate. Just having additional revenue streams doesn't impact that."

Mr. Leigh asked, "When we look at rollback rates, do they affect the debt service rate, or just primarily the M&O rate? If there was a cap from the State in the future years to say we are going to cap... you can only go up 10%, it's not 10% overall, is it?"

Mr. Bozon said the cap will affect only the M&O rate. He added, "Through this we are increasing our M&O and decreasing our debt service, but that is the rate (M&O) that has been targeted in the past by the Legislature to cap. The reason our top line roll back would be changing is due to us lowering our debt service rate. Our M&O rollback rate cannot change because it's done with a calculation, and the debt service rate is added to that.

Mr. Leigh said, "So effectively the State Legislature sees debt service as more of local control issue, while they see M&O as more of a State controlled issue."

Mr. Bozon said, "Another way to look at it is debt service is a legal obligation of a government entity." Mr. Leigh added, "Unless the State wants to take over the legal obligation to pay our debt, they aren't going to touch that rate."

Councilmember Holmes said, "That's the reason I'm a little hesitant to do the \$200,000 adjustment to the debt service fund. I think we are committing ourselves to the tax rate before we have approved the budget. I'm also hesitant to continue to buy down the debt service."

Mr. Leigh said, "In my personal opinion, as long as the top line is the top line, the more we can have flexibility under our control without having to anticipate what the State Legislature may or may not do, I think it is a good way to manage the tax rates by not increasing the taxes. It is just allowing us to have more margin under our control." Mr. Holmes responded, "I somewhat agree, but debt service is debt service, and to add funds to that account from the General Fund, I'm a little hesitant." Mayor Grayson asked Mr. Holmes why he was hesitant. Mr. Holmes responded, "The debt service fund already has a \$90,000 surplus, so we are already collecting more taxes for our debt service than we need, and we are going to add \$200,000 to that?" Mr. Leigh said, "It is a way to manage the debt service tax rate and the maintenance and operation tax rate if we anticipate that we will have to shift up in the future." Mayor Grayson said, "Anticipating what the Legislature is going to do in January is one that always gets us. We don't want to get in a pickle." Mr. Holmes asked, "So you don't think the Legislature is going to let us adjust funds over the debt service account anymore?" Mr. Leigh responded, "No. We just think moving to the 0.565 rate from the 0.554 rate is going to give the City more margin for collection in the future for future projects that can only be funded by the M&O rate. We are just trying, over time since we have been fairly conservative, to shift more of our ad valorem tax rate into maintenance and operations, and less from debt service. It's just a shift."

Councilmember Wayne Carpenter asked Mr. Bozon to explain the rollback rate. Mr. Bozon said the rollback rate is a calculation that adds 8% to the City's

effective maintenance and operation rate, and that is the highest the City can go on the M&O tax rate. The top line M&O roll back number is that number plus whatever you say you need to levy that year for debt service. The reason our top line rollback is coming down is not because our M&O rollback is coming down, but because we are saying we need less funding for debt service with the idea that we are shifting... keeping our same top line tax rate and putting more toward M&O.”

Councilmember O'Banion said, “we’ve proven that we don’t need as much for debt service because we have a surplus in debt service.” Mr. Bozon said, “Surplus is a balance sheet number. The \$90,000 was \$170,000 last year, so in this particular year, we have a deficit in debt service because of a similar plan to utilize our fund balance. So we are not going to collect another \$90,000 over what we’ve projected.” Mr. O'Banion asked, “Didn’t you say the net rollback rate will actually decrease after it is all said and done, so really what we are saying is we can’t even increase, we are limiting our ability to increase, the tax rate at the same time. So as a citizen, I could view that as we are saying we are lowering the amount, the threshold that we could raise taxes if we wanted to.” Mr. Bozon said, “Yes. We are lowering our ceiling which is what your rollback rate essentially functions as... from around \$0.69 to around \$0.67.” Mr. O'Banion said, “I think that is what Mr. Holmes meant about making decisions on tax rate before there is a budget, but we are basically committing that we do not foresee needing to go to the rollback rate.” Mr. Bozon said, “It is a very valid concern. It is an unfortunate timing issue of when we got our certified tax roll to when we have to propose a maximum tax rate, and have those rollback calculations finalized that we didn’t have two meetings fall in that window. We got the certified roll last week, and the next meeting will be when the Council sets the maximum proposed tax rate. We are limiting ourselves beyond the 0.6722 number “

Councilmember Leigh said the good news is the City has excess revenues on things that are not property taxes. He added that it is a good metric for underlying economic performance of a city.

Upon a motion by Councilmember Leigh, and a second by Mayor Pro Tem Pearson, Items #11A and #11B, including the following captioned ordinance, were unanimously approved by a vote of 7-0. Councilmember Holmes asked that the record reflect that he voted in favor of the budget amendment, but he still has a little concern about the \$200,000.

ORDINANCE NO. 2018-24

AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE CITY OF BELTON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018.

12. **Consider a resolution approving the Advanced Funding Agreement with the Texas Department of Transportation for the Loop 121 Widening Project.**

City Manager Sam Listi explained that the City has worked with TxDOT to emphasize the priority of widening Loop 121 due to existing and anticipated growth. As discussed at a Council Work Session on April 24, 2018, TxDOT is preparing to initiate final design, ROW acquisition, and utility relocation plans for the Loop 121 Widening Project, between FM 439 (Lake Road) and IH-35. The total project cost estimate is \$33 million, with right-of-way and utility relocation costs amounting to an estimated \$8,483,385. Belton is responsible for 10% of this amount, totaling \$848,338.50, and TxDOT has provided an Advanced Funding Agreement to be executed and accompanied by the City's cost share.

Mr. Listi said that approval of the Agreement by the City will trigger the next important step by TxDOT to keep the project moving in an orderly manner. Providing our cost share reflects the City's commitment to the project, and will fix the City's cost share at this amount even if ROW costs exceed this estimate. The final TxDOT public hearing on the project is tentatively scheduled for August 30, 2018 and, following final design, ROW acquisition, and utility relocation, construction could begin in 2021/2022.

Funding has been provided by the Belton Economic Development Corporation based on a budget amendment approved by Council in Item #11A. Additionally, Listi explained that a 14" City water line is located within the Loop 121 ROW, which the City will be 100% responsible for its relocation as may be needed for project construction. The actual impact of this line, and the need for its relocation, will not be known until the development of 30% Loop 121 construction plans by TxDOT.

Councilmember Holmes asked if the bike lane will be located in the road. Mr. Listi responded that it will be adjacent to the roadway in the right-of-way.

Mr. Listi expressed appreciation to BEDC for their partnership on this project. Mayor Grayson echoed the Council's appreciation.

Upon a motion by Councilmember Kirkley, and a second by Councilmember O'Banion, Item #12, including the following captioned resolution, was unanimously approved by a vote of 7-0.

RESOLUTION NO. 2018-18-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE WIDENING OF STATE LOOP 121 FROM FM 439 TO INTERSTATE HIGHWAY 35

Budget FY2019

13. Receive presentations on the proposed Hotel-Motel Fund budget for FY 2019.

Director of Finance Brandon Bozon reviewed changes in the Hotel/Motel Fund in FY2018. He then presented the proposed FY2019 Hotel/Motel budget, and said the beginning fund balance is projected to be approximately \$149,952. He reviewed revenues, indicating that they are projected to remain flat in FY2019.

Councilmember Holmes asked if the funds were still given to the Belton Area Chamber of Commerce. Mr. Bozon explained that prior to January 2017, the hotel-motel funds were given to the Chamber to manage these funds. The Chamber went through some reorganization, and the City now manages the funds for tourism. Additionally, Judy Garrett, CVB/Retail Coordinator, transitioned to a City position at that time.

Mr. Bozon discussed anticipated expenditures, and said that the proposed budget of \$173,474 shows an increase from FY2018.

Judy Garrett, CVB/Retail Coordinator, reviewed the acceptable uses for hotel/motel funds (Exhibit "A"). She also discussed the mission, accomplishments and goals for the Tourism/Retail Development Department.

Mayor Grayson congratulated Ms. Garrett stating that the inaugural events held this year were successful, especially the Belton Bacon, Brews and Blues Festival.

No action was required by the Council on this item.

14. Receive presentations from the following City departments concerning their mission, annual accomplishments and goals:

A. Fire

Fire Chief Bruce Pritchard presented the mission, accomplishments and goals for the Belton Fire Department (Exhibit "B").

Mayor Grayson asked about the purpose of the rehab trailer. Chief Pritchard explained that the trailer is used at fire scenes when it is determined that a firefighter needs to rehab from working the fire. The Mayor expressed appreciation to the Fire Corps for their hard work and dedication to the Fire Department.

B. Planning and Inspections

Director of Planning Cheryl Maxwell presented the mission, accomplishments and goals for the Planning Department including Building Inspections and GIS (Exhibit "C"). Councilmember Leigh asked if the City and BellCAD are able to share data for mapping. Mrs. Maxwell said that she would need to ask the GIS Technician if that could be done.

There being no further business, the Mayor adjourned the meeting at 7:12 p.m.

Marion Grayson, Mayor

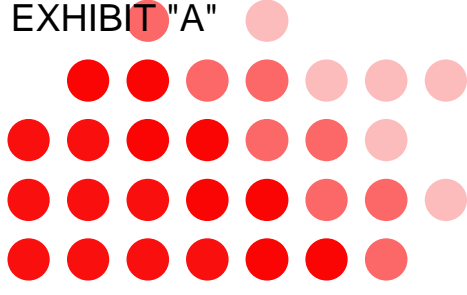
ATTEST:

Amy M. Casey, City Clerk

Hotel-Motel

FY 2019 Proposed Budget

EXHIBIT "A"



FY 2018 Projection

- Hotel/Motel Fund -

Beginning Fund Balance

\$98,763

Projected Revenues

\$175,520

Projected Expenditures:

(\$124,331)

Net Impact of Proposed Budget

\$51,189

Projected Fund Balance

\$149,952

FY 2019 Proposed

- Hotel/Motel Fund -

Beginning Fund Balance

\$149,952

Proposed Revenues

\$175,533

Proposed Expenditures:

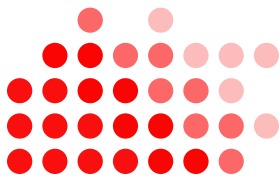
(\$173,474)

Net Impact of Proposed Budget

\$2,059

Projected Fund Balance

\$152,011



Revenues and Expenditures

Description	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Hotel/Motel Taxes	\$ 159,500	\$ 164,706	\$ 164,706	\$ 164,706	\$ -	0.00%
Prior Year Refund	\$ 15,206	\$ -	\$ -	\$ -	\$ -	
County Hotel/Motel Tax	\$ 8,192	\$ 9,500	\$ 9,487	\$ 9,500	\$ -	
Interest Income	\$ 460	\$ 500	\$ 1,327	\$ 1,327	\$ 827	165.40%
Total Revenues	\$ 183,358	\$ 174,706	\$ 175,520	\$ 175,533	\$ 827	0.47%

Description	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Chamber	\$ 38,000	\$ -	\$ -	\$ -	\$ -	
Personnel	\$ 19,051	\$ 27,555	\$ 27,555	\$ 28,977	\$ 1,422	5.16%
Supplies	\$ 2,429	\$ 1,269	\$ 475	\$ 475	\$ (794)	-62.57%
Repairs & Maint	\$ 385	\$ 775	\$ 775	\$ 775	\$ -	0.00%
Services	\$ 7,772	\$ 73,237	\$ 42,026	\$ 58,247	\$ (14,990)	-20.47%
Sponsorships	\$ 22,095	\$ 50,000	\$ 30,500	\$ 57,000	\$ 7,000	14.00%
Bell County Expo	\$ 2,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ -	0.00%
City Support	\$ 3,529	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	0.00%
Transfers	\$ 64,294	\$ -	\$ 10,000	\$ 15,000	\$ 15,000	
Total Expenditures	\$160,055	\$ 165,836	\$ 124,331	\$ 173,474	\$ 7,638	4.61%



Use of Local Hotel Occupancy Tax

Texas Tax Code Title 3 – Subtitle D – Chapter 351

Criteria #1: Every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of the 9 statutorily provided categories for expenditure of the local hotel occupancy tax revenues.

1. Funding the establishment, improvement, or maintenance of a convention center or visitor center.
2. Paying the administrative costs for facilitating convention registration.
3. Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
4. Expenditures that promote the arts.
5. Funding historical restoration or preservation programs.
6. Funding certain expenses, including promotional expenses, directly related to a sporting event, within counties with a population of under 1 million.
7. Funding the enhancement or upgrading of the existing sports facilities or sports fields for certain municipalities.
8. Funding transportation systems for tourists.
9. Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the city.



Tourism Manager/Retail Coordinator

Mission: Promote Tourism & Retail/Commercial Development in the City of Belton

FY 2018 Accomplishments

- Hosted inaugural Bacon and Blues Festival
- Provided support to events that brought tourists to Belton
 - Mother Earth News
 - Bell County Kennel Club
 - American Pool Cue Tournament
 - 4th of July Rodeo and Parade
 - Bell County Comic Con



Tourism Manager/Retail Coordinator

FY 2019 Goals

- Expand Bacon and Blues Festival
- Continue to Liaison with Destination Central Texas, Bell County Expo Center, UMHB
- Host site tours for prospective new hoteliers
- Continue to support events that bring people to Belton!

EXHIBIT "B"



2018 Accomplishments

Fire

Fire

- Fire Chief's Annual Conference acknowledged for Best Practices Recognition
- Initiated the new Firehouse Software
- Conducted joint Ladder Operations training with Temple Fire & Rescue
- Completed a Fire Department Needs Assessment report for CM
- AFC Gilbreath graduated his 2-year Texas Fire Chief Academy
- Fire Corp
 - Walmart \$2K Rehab Trailer Equipment (received)
 - AFG Grant \$24K Smoke detectors, fire stops
 - Rehab trailer & FD operations assistance
 - Implemented Fire Corps auto response to structure fires and other emergencies
 - Community and Public Safety: \$+30,000
 - Volunteer hours: +3,000 hours
 - Will conduct one of the largest Fire Prevention Programs in the Department's History (July 28th)

2019 Goals

Fire

Administration

- Research different avenues to recruit new firefighters
- Continue to offer Fire Corps classes & find grant opportunities

Suppression

- Improved/maintain quality training
- Begin succession program to provide Officer Development training for “Step Up” officers
- Certify 2 fire inspectors and 1 fire investigator

Prevention

- Continue the smoke detector installation program

Emergency Management

- Enroll AFC in basic Emergency Management Courses
- Conduct 3 Emergency Management exercises
- Conduct a “Mock” drill during the 100th anniversary July parade

2019 Goals

EMS

- Enroll firefighters in Paramedic School as needed
- Continue to maintain advanced training
- Re-chassis ambulance

Future Challenges

Fire

- Continue working with CM to prepare FD for future growth
- Staffing and station locations preparing for future growth
- Preparations to purchase a rescue truck in 2019/2020.
- Preparations to replace Q2 in 2024. Initial build process beginning in 2022
- Find creative ways to increase retention and reduce turnover

EMS

- Equipping ambulances with improved patient loading systems
- Budgeting for increased ambulance costs and remount increases
- Adjust to the county EMS transition in 911 service
- Designing revised EMS response maps to adjust to the reduction in county response areas

Oh Snap!
Almost forgot this accomplishment...



Questions?

Planning Department

- ❖ GIS
- ❖ Building Inspections
- ❖ Planning

GIS

Mission: To efficiently and effectively provide geospatial information and applications to all City departments and the public in order to enhance City operations, improve decision making and provide better public service.

Accomplishments:

- Obtained 2017/2018 aerial imagery through CSEC (Commission on State Emergency Communications).
- Developed comprehensive Annexation History online map.
- Developed custom data collection web application for Code Enforcement Officers to collect information in the field.
- Created new Recycle, Garbage and Brush maps for quick information lookup.
- Revised and reproduced Miller Springs Trail Map with help from Parks Department.

Goals

- Update zoning ordinances to our ArcGIS Online maps due to change in website.
- Create interactive Walking Tour map, Miller Springs map, and Parks facilities map
- Coordinate with Public Works Dept. to develop a Fire Hydrant Maintenance Plan.
- Create an address lookup tool to implement on our website or ArcGIS Online maps.
- Integrate subdivision plats into GIS.

Building Inspections

Mission: Administer the City's building, plumbing, electrical, mechanical, energy codes, and City Ordinances to ensure the construction and maintenance of safe residential and commercial structures.

Accomplishments:

- Presented the 2015 International Building Codes and 2014 Electrical Code to Council for adoption.
- Enhanced the Building and Inspections webpage to provide a list of guidelines—fence requirements, storage buildings, garages/carports, swimming pools.
- Rebuilding the Inspections Department staff.
- Completed continuing education for plumbing and code enforcement personnel.

Goals

- Implement newly adopted 2015 International Building Codes and 2014 Electrical Code.
- Coordinate with GIS to scan and digitize all construction plans and floodplain permits.
- Provide Training for Building Inspector.

Planning

Mission: To address the immediate and long-term needs of the community by enhancing the quality of the City's natural and built environments through implementation of the comprehensive plan, zoning and subdivision ordinances, and design standards/guidelines.

Accomplishments:

- Historic Preservation Program: Achieved Certified Local Government status
- Represented the City of Belton within the KTMO, providing consideration in project selection and development with staff and TxDOT
- Developed Zoning Use Tables to summarize where various uses are allowed
- Coordinated with Tax Appraisal District to develop process to monitor non-annexation development agreements

Work In Progress:

- Perform sunset review of sidewalk policy and perimeter street improvements
- Establish historic landmarks
- Create document providing overview of development process in Belton

Upcoming Code Considerations:

- Policy regarding Shared Access
- RV Park Standards
- Food Truck/Handlers Ordinance
- Residential uses in Commercial Districts
- District for Domestic Abuse Victims
- Sign Ordinance

Planning

Goals

- Implement recommendations from the Joint Land Use Study (JLUS).
- Coordinate with KTMPO and TxDOT on Loop 121 widening and other transportation and trail projects.
- Maintain updated Comprehensive Plan inventory.
- Provide enhanced customer service through a “one stop shop”.

Interesting Facts & Recent Trends

- Population Growth
 - Jan 1, 2017: 21,214
 - Jan 1, 2018: 21,721
- Single Family Building Permits
 - 2017 – 127 permits
 - 2018 (to date) – 56 permits
- Two Family Permits
 - 2017 – 18 permits (36 units)
 - 2018 (to date) – 1 permit (2 units)
- Three Creeks (ETJ)
 - 2015 – 19 permits
 - 2016 – 114 permits
 - 2017 – 105 permits
 - 2018 (to date) – 81 permits
 - Total to date – 319 permits

City of Belton	2016	2017	2018 (to date)
Zoning Changes	18	16	11
Plats	32	26	10
Single Family Permit Valuation	\$16,042,030	\$26,756,791	\$14,473,774
Commercial Permit Valuation	\$16,561,000	\$42,140	\$3,063,905

Interesting Facts & Recent Trends

Projects Newly Constructed or Underway:

- Expo Inn and Suites
- Bell County Equestrian Center
- UMHB Residence Hall and Hardy Hall Addition
- Belton Skyline Office Bldg on Lake Road
- Bold Republic Brewery
- Oak Fire Pizza and Brew
- Luigi's Italian Garden Grill
- Boston Building
- Pro Star Rental
- Three Creeks Storage
- TexMix Office
- Murphy Gas Rebuild
- Sendero Estates



Belton Skyline



UMHB Freshman Hall



Expo Inn and Suites



Bell Co Equestrian Center



Bold Republic Brewing



Oak Fire Pizza & Brew

Staff Report – City Council Agenda Item



Agenda Item #4

Consider authorizing the City Manager to enter into a 5-year lease agreement with Higher Ground Properties, LLC, for the lease of 8.024 acres.

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Summary Information

The City has been approached by Higher Ground Properties, LLC (HGP) regarding City property located next to the Temple-Belton Wastewater Treatment Plant. This 8.024 acre tract is located along Nolan Creek before its confluence with the Leon River. HGP owns the adjacent 34 acres (2434 E. 6th Ave.) and approached the City with an interest in purchasing or leasing the City property. Due to the proximity of the properties along the Creek, flooding events have resulted in the accumulation of debris and trash upon both properties. In an effort to clean and maintain their property, HGP has suggested it would be beneficial to clean and maintain the City property as well, to prevent the debris from spilling over to their property.

The vast majority of the City property lies in the floodway, with the remainder located in the flood plain; therefore, no structures may be built on this property. A large portion of the HGP property (about 50%) also lies in the floodway/floodplain. HGP is uncertain at this time what they wish to do with their property, but have been considering outdoor/educational type venues to include campgrounds for inner-city youth. Being able to use the City property and access Nolan Creek would enhance the use of the property for this purpose.

The City currently has no plans for this property, nor are we actively maintaining the property. Upon review, Staff feels it is in the City's best interest to retain ownership at this time, but believes a lease agreement would be beneficial to both parties. The City property will be maintained by HGP, and they in return will be able to incorporate the City acreage and enhanced creek access into their outdoor venue. The City may terminate the lease upon 60 days written notice.

Fiscal Impact:

Minimal: \$100/year x 5 years = \$500 in revenue.

Budgeted: ☐ Yes ☒ No

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

Funding Source(s): N/A

Recommendation

Authorize City Manager to execute five-year lease agreement.

Attachments

Lease agreement
Property map

**LEASE AGREEMENT BETWEEN
THE CITY OF BELTON AND
HIGHER GROUND PROPERTIES, LLC**

Agreement of lease, made as of this _____ day of _____, 2018, between the CITY OF BELTON, a municipal corporation, referred to in this lease as Lessor, and HIGHER GROUND PROPERTIES, LLC, a corporation organized under the laws of the State of Texas, having its principal office at 14950 FM 3369, Unit B, Temple, Texas, hereinafter called the "lessee", witnesseth:

Demise, Term and Rent

1. The lessor leases to the lessee a tract of land consisting of approximately 8.024 acres, described as A0020BC O T TYLER, Property ID 467657, as shown in Exhibit ____;

for the term of sixty (60) months from the 1st day of September, 2018, to the 31st day of August, 2023, at a yearly rental of One Hundred and No/100 (\$100.00) Dollars, payable at the office of the lessor, in advance, on the first day of August each year, the first payment to be made on the 1st day of August, 2018. Renewal of the lease may be considered upon request.

Termination

2. This lease shall terminate and become null and void without further notice on the expiration of the term specified in paragraph 1 above, and any holding over by Lessee after the expiration of that term, other than as provided above, shall not constitute a renewal of the lease or give Lessee any rights under the lease in or to the leased premises. Lessor reserves the right to terminate this lease upon 60 days written notice to lessee.

Lessee's Covenants

3. The lessee agrees:

(a) That it will pay the said rent at the times and in the manner aforesaid.

(b) That it will during the said term insure and keep insured in the name of the lessor the leased property in at least the sum of:

LIABILITY INSURANCE AMOUNTS: Bodily Injury Per Person:

ONE MILLION DOLLARS
(\$1,000,000.00)

Bodily Injury Per Occurrence:
TWO MILLION DOLLARS
(\$2,000,000.00)

and that it will pay all the premiums necessary for those purposes as the same shall become due, and will promptly deliver to the lessor the policies of insurance and the receipts for such premiums: Provided, that if the lessee shall at any time fail to insure or keep insured as aforesaid, the lessor may do all things necessary to effect or maintain such insurance, and any moneys expended by it for that purpose shall be repayable by the lessee on demand, and may be recovered as rent in arrear.

(c) That it will promptly pay all city utility rates or other municipal charges which may become payable during the continuance of this lease.

(d) That it will provide basic maintenance of the property in conjunction with the maintenance of their own property to include mowing/shredding and removal of miscellaneous debris.

(e) That it will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the premises or any part thereof.

(f) That it will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city, including zoning and development standards, now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said property or to increase the premium thereof.

(g) That it will not make any alterations or additions in or to the premises without the written consent of the lessor.

(h) That it will not assign, underlet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the lessor.

(i) the lessor at all reasonable times may enter to view the premises and to make repairs which the lessor may see fit to make, or to show the premises to persons who may wish to lease or buy, and that during three months next

preceding the expiration of the term he will permit the lessor to place and keep upon the front of the property a notice that the premises are for rent or for sale.

(j) That at the expiration of the said term, or upon termination by lessor, it will peaceably yield up to the lessor the premises as the same now are or may be put in by the lessor.

(k) That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the lessee, and that the lessor shall not be liable to the lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

(l) That no assent, express or implied, by the lessor to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

Lessor's Covenant for Quiet Enjoyment

3. The lessor covenants that the lessee shall peaceably hold and enjoy the premises.

Proviso for Re-entry

4. If the lessee or its representatives shall neglect or fail to perform and observe any covenant which on the lessee's part is to be performed, or if its leasehold estate shall be taken on execution, or if the lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then the lessor may, immediately or at any time thereafter, and without notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel the lessee and those claiming under him and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this lease shall terminate, but without prejudice to any remedies which might otherwise be used by the lessor for arrears of rent or any breach of the lessee's covenants.

EXECUTED in multiple originals on the _____ day of _____, 2018,
in Bell County, Texas.

LESSOR:

CITY OF BELTON

By: _____
Sam Listi, City Manager

LESSEE:

HIGHER GROUND PROPERTIES, LLC

By: _____
, President

State of Texas §
County of Bell §

This instrument was acknowledged before me on _____, 2018, by Sam Listi, City Manager, City of Belton, a municipal corporation.

NOTARY PUBLIC, STATE OF TEXAS

State of Texas §
County of Bell §

This instrument was acknowledged before me on _____, 2018, by _____, President of Higher Ground Properties, LLC, a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS



Staff Report – City Council Agenda Item



Agenda Item #5

Consider a resolution supporting roadway and trail project submissions for the Killeen-Temple Metropolitan Planning Organization (KTMPO) 2045 Metropolitan Transportation Plan.

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Summary Information

KTMPO has issued a Call for Projects as part of the Mobility 2045 Metropolitan Transportation Plan (MTP) update. Projects included in the MTP may be funded through various sources at the local, state, and federal levels based on established priority and funding availability.

The deadline for submitting projects is August 31, 2018. Submitted projects will be scored by regional partners based on approved criteria, and then ranked accordingly. The ranking of newly submitted projects will be worked into those already existing in the MTP based on the scores.

Belton currently has 14 roadway projects and one livability project in the MTP that have not been funded, or only partially funded (Loop 121 widening), as a result of our submission and regional ranking that occurred in 2016 (see Exhibit A). In addition to these, we propose to submit one roadway project and seven livability projects, as noted below.

Roadway:

- Mesquite Road from I-35 to Shanklin Road; widen plus shoulders and sidewalks.

Livability (bike/pedestrian):

- 13th Avenue from Main Street to Waco Road; sidewalk and Shared Use Path (SUP).
- Beal Street from 6th Avenue to 13th Avenue and Downing to 24th Avenue; sidewalk.
- 6th Avenue from Main Street to I-35; sidewalk and SUP; relocate utilities.
- Commerce/Industrial from Sparta Road to Main Street; SUP.
- Avenue H from Main Street to Saunders Street; sidewalk.

- Rails to Trails from Confederate Park to Taylors Valley Road & Leon River Bridge; SUP--project coordinated with Temple. **Will replace existing project B40-06.**
- W. Central Avenue from Main Street to Pearl Street; sidewalk and pedestrian crossing infrastructure at traffic signal.

More detailed descriptions and maps of the projects are included as Exhibit B.

We would like feedback from the Council regarding priority of these projects. Our priority recommendation is as follows with the roadway project shown in red text and livability projects shown in green:

<u>Priority</u>	<u>Project</u>
1	13 th Avenue
2	Beal Street
3	6 th Avenue
4	Mesquite Road
5	Commerce/Industrial
6	Avenue H
7	Rails to Trails
8	W. Central Ave

In addition, we recommend current project priority remain unchanged, except for the insertion of Mesquite Road as number 8. Our proposal is shown in Exhibit C.

Fiscal Impact:

Varies with project and type of funding.

Budgeted: ☐ Yes ☒ No

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

Funding Source(s): N/A

Recommendation

Approve resolution supporting project submissions for the 2045 MTP update.

Attachments

Resolution

Exhibit A: MTP current project excerpt

Exhibit B: Detailed project maps and description

Exhibit C: Current and proposed MTP project details and priority

RESOLUTION NO. 2018-19-R

A RESOLUTION OF THE CITY OF BELTON, TEXAS, SUPPORTING, THE MOBILITY 2045 METROPOLITAN TRANSPORTATION PLAN ROADWAY AND TRAIL PROJECT SUBMISSIONS FOR BELTON.

WHEREAS, the City of Belton has a strong tradition of planning for its future needs; and

WHEREAS, the City of Belton has emphasized transportation planning through, and participation in, the Killeen-Temple Metropolitan Planning Organization (KTMPPO), serving as its Regional Metropolitan Planning Organization (MPO); and

WHEREAS, the Killeen-Temple Metropolitan Planning Organization (KTMPPO) has issued a Call for Projects (CFP) to update the project listing of the Mobility 2045 Metropolitan Transportation Plan (MTP); and

WHEREAS, the Metropolitan Transportation Plan (MTP) is a long-range plan, which outlines the long-term goals for the region's transportation system; and

WHEREAS, the City of Belton is proposing to submit roadway and trail projects that will provide significant benefits to the Belton community; and

WHEREAS, the roadway and trail projects will address the KTMPPO goals, to include:

1. Improve Mobility
2. Reduce Congestion
3. Improve Access to Jobs, Homes, Goods, and Services
4. Improve Safety, Reliability, and Efficiency in Transportation System
5. Promote a Healthier Environment
6. Encourage Regional Coordination in Decision Making; and

WHEREAS, the projects will be evaluated and scored by the KTMPPO Staff and Technical Advisory Committee (TAC), with final approval of a project listing by the KTMPPO Transportation Planning Policy Board (TPPB).

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

Part 1: The City of Belton, acting through its governing body, hereby confirms that it supports the Belton roadway and trail project submissions, attached as Exhibit A, for the Mobility 2045 Metropolitan Transportation Plan (MTP).

Part 2: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the

time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED by the Belton City Council on this the 14th day of August, 2018.

APPROVED:

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

2045 Mobility MTP Update New Belton Projects

Ranking	Project Name	Extent	Project Type
1	13th Ave	Main to Waco Rd	L
2	Beal Street	13th to 6th; Downing to 24th	L
3	6th Avenue	Main to IH 35	L
4	Mesquite Rd	IH 35 to Shanklin Rd	R
5	Commerce/Industrial	Sparta to Main	L
6	Ave H	Main to Saunders	L
7	Rails to Trails	Conf. Park to Taylors Valley & Leon River Bridge	L
8	W Central Ave	Main to Pearl	L

R = Roadway Project; L = Livability Project

EXHIBIT A



PREVENTATIVE AND MAINTENANCE PROJECTS				
KTMP ID	Project Name	Description	FY2015-FY2018 TIP	FY2017-FY2020 TIP
G01-PE	Preventative Projects	Various Locations	\$8,523,944.00	\$12,579,008.00
G03-MT	Maintenance Projects	Various Locations	\$20,679,230.00	\$37,602,002.00
G04-BR	Bridge Projects	Various Locations	\$6,355,929.00	\$3,125,284.00
G06-SA	Safety Projects	Various Locations	\$1,811,997.00	\$497,599.00
Total:			\$37,371,100.00	\$53,803,893.00

¹Administrative Amendment on July 5, 2017

Proposed Roadway, Transportation Choices/Livability, and Preventative Maintenance Projects											
ROADWAY PROJECTS											
KTMP ID	Project Name	Full Extents	Description	Project Score	Project Ranking	Funding Order	Estimated Cost	CMP Network	Flagged ⁴	Funding Sources ³	Funding
W40-06 ¹	US 190	FM 3423 (Indian Trail) to FM 2410 in W Belton ⁵	Widen main lanes from 4 to 6 lane divided freeway and ramp alignments	87.45	1	1	\$39,000,000	Yes	H	2	Short Range Funding: \$225,721,674 ⁵
W40-05 ¹	US 190	FM 2410 in W Belton to IH 35	Widen main lanes from 4 to 6 lane divided freeway and ramp alignments	83.79	2	2	\$35,000,000	Yes	EJ		
C30-03b	Business US 190 Phase I	FM 1113 (Avenue D) to Constitution Dr ⁵	Construction of a raised median and conversion of one travel lane in each direction to a sidewalk/bicycle lane ⁵	81.00	3	3	\$10,000,000	Yes	EJ	2	
W40-04a ¹	Loop 121 Phase 1	FM 439 to IH 35	Widen from 2 to 4 lane divided roadway with bike/ped improvements	56.45	13	4	\$27,000,000	Yes	EJ, H, P	Partially funded using \$5,000,000 of Category 2 Category 2 (\$2,100,000) Category 7 (\$1,900,000)	
W40-03 ¹	US 190 Turnaround	At Clear Creek Rd ⁵	Roadway reconfiguration to improve turning movements (Turnaround) ⁵	42.11	41	5	\$4,000,000	No	EJ		
K40-27 ¹	SH 195	0.1 MI N of FM 3470 to 0.1 MI S of FM 3470 ⁵	Turnaround underpass for northbound and southbound traffic on SH 195 frontage rads and FM 3470 (Stan Schlueter) ⁵	42.68	40	6	\$800,000	Yes	EJ	7	
H35-01	US 190 at FM 2410	East Central TX Expy W to East Central TX Expy East	Construction of a west to east turnaround at FM 2410 ⁵	67.11	5	7	\$5,000,000	Yes	—	7	
W35-01	US 190 Bypass	E of Copperas Cove to 0.5 mi W of Lampasas County Line	Phase 2, Construct final 2 lanes of ultimate 4 lane divided roadway	64.00	6	8	\$48,150,000	Yes	EJ, L, H,		Long Range Funding: \$136,905,358 ⁵
K30-13	Chaparral Rd	SH 195 to FM 3481	Widen from 2 to 4 lane roadway with center turn lane, curb and gutter	61.44	8	9	\$18,666,900	No	EJ, H		
W35-05	US 190	At SH 195	Upgrade interchange	63.34	7	10	\$52,450,000	Yes	EJ		
H30-05	Warriors Path	FM 2410 (Knights Way) to Old Nolanville Rd	Widen from 2 to 4 lane roadway with curb & gutter, medians and access controls	59.77	9	11	\$8,969,950	No	EJ, H		
H30-01	Business 190/Veterans Memorial Blvd	Roy Reynolds Dr to US 190	Reduce roadway profile, install curb & gutter, access management/driveway control, drainage improvements, sidewalks, medians and other context sensitive solutions	59.44	10	12	\$5,000,000	No	L, H		
W30-17	FM 93	SH 317 to Wheat Rd	Widen from 2 to 4 lane divided roadway	53.55	19	13	\$8,794,843	Yes	EJ, H, P		
B40-11	FM 2271	FM 439 to US 190	Widen from 2 to 4 lane divided roadway	58.33	12	14	\$49,700,000	No	EJ, H, P		
T40-07	Outer Loop/Old Waco Rd	Drainage Channel (south of FM 2305 and Walmart) to S of Jupiter Driver/Tarver Dr	Widen from 2 to 4 lanes with divided roadway and curb and gutter; includes hike & bike trail and bike dedicated lanes to incorporate multimodal transportation	55.88	14	15	\$6,275,000	No	P		
K30-23	Jasper Bridge Expansion	S Florence Rd to Jasper Dr	Construct 8 lane overpass with pedestrian improvements with turnarounds	55.44	15	16	\$24,628,150	No	EJ		

✓	T15-06k	IH 35	S Loop 363 to US 190	Reconstruct and widen to 8 lanes	76.14	4	17	\$129,700,000	Yes	EJ, H	
	C30-03a	Business 190 Phase II	FM 116 S to Ave D	Change the center turn to a raised center turn and convert one travel lane in each direction to 6' sidewalk, 5' bicycle lane and 1.5' curb and gutter	55.00	16	18	\$7,400,000	Yes	—	
	K40-16	East Trimmier Rd Improvements	Stagecoach Rd to Chaparral Rd	Widen from 2 to 4 lane roadway with center turn lane, curb and gutter	54.02	17	19	\$6,047,000	No	EJ	
	K40-24	Featherline Dr	Stagecoach Rd to Chaparral Rd	Widen from 2 to 4 lane roadway with center turn lane with roundabouts	53.99	18	20	\$7,886,382	No	—	
	B40-10	FM 1670	US 190 to Three Creeks Boulevard	Widen from 2 to 4 lane roadway with a 10' hike and bike trail	58.77	11	21	\$5,643,360	No	EJ, H	
	W35-08	FM 93	FM 1741 (S 31st) to SH 95	Widen from 2 to 4 lanes, provide for a raised median and construct grade separation at UP RR	52.87	20	22	\$12,588,000	No	EJ, H	
	W35-07	NW Loop 363	Lucius McClevey to Industrial Blvd	Construct main lanes to provide a four lane freeway	52.45	21	23	\$45,000,000	Yes	H	
	K25-04	SH 195	At Business 190	Construct grade separation over Business 190 and BNSF RR	52.01	22	24	\$20,000,000	Yes	EJ	
	K40-11	WS Young	Mall Dr to AJ Hall Blvd	Add turn lane and relocate traffic signal at Mall Dr to AJ Hall Blvd	51.90	23	25	\$4,889,546	Yes	EJ	
	K40-06	FM 2484	SH 195 to IH 35	Widen to 4 lane roadway	51.88	24	26	\$35,000,000	No	H, ARZ, P	
	W30-23	Loop 363	SP 290 to SH 95	Upgrade to 4 lane freeway with continous frontage roads and grade separation at MLK Blvd	51.44	25	27	\$16,784,000	Yes	EJ	
	K40-26	Cunningham Rd	US 190 to Little Nolan Rd	Construct and widen from 2 to 4 lane road with shoulder, median turn lane, with bike/ped facilities	51.22	26	28	\$7,817,350	No	EJ	
	H15-01	FM 3423/Indian Trail	Business 190 to US 190	Construct an urban cross-section roadway with sidewalks, median and pedestrian enhancements within the appropriate context sensitive cross section	50.11	27	29	\$3,391,800	No	—	
✓	B40-08	Sparta Rd	Loop 121 to Dunn's Canyon Rd	Construct protected turn lane with 10' wide hike and bike trail	50.11	28	30	\$2,080,000	No	H, P	
	T35-36a	1st Street	SE Loop 363 to Ave M	Widen from 4 lane undivided to 4 lane divided roadway with curb and gutter, hike and bike trails and will incorporate multimodal design	49.88	29	31	\$8,500,000	Yes	EJ	
	H30-07	FM 3481	Prospector Drive to FM 2484	Widen from 2 to 4 lane divided roadway	49.45	30	32	\$13,109,435	No	EJ, H, ARZ, P	
	W35-03	SH 195	FM 3470 to Chaparral Rd	Reconstruct to 4 lane freeway with frontage roads	48.45	31	33	\$39,862,000	Yes	EJ, H	
	C35-02a	FM 116	S Main (through existing parking facility) to Ave B	Create an underpass of the existing BNSF railroad	48.13	32	34	\$12,550,000	Yes	—	
	K40-17	Trimmier Rd Improvements	Stagecoach Rd to Chaparral Rd	Widen from 2 to 4 lane roadway with center turn lane, curb and gutter	47.47	33	35	\$6,873,825	No	P	
	W30-13	FM 2484	FM 1670 to IH 35	Widen from 2 to 4 lane divided roadway	46.88	34	36	\$3,147,000	No	ARZ	
	W35-12	US 190	2 mi S of FM 436 to Milam County Line	Widen to 4 lane divided rural highway	45.56	35	37	\$62,800,000	Yes	H	
	T15-02	Kegley Rd	856 ft S of FM 2305 to 450 ft S of Wildflower Lane	Widen and add middle turn lane, curb and gutter, includes 12' shared use path and will incorporate multimodal design	45.33	36	38	\$3,800,000	No	H	
	W30-21	NW Loop 363	At FM 2305 and S Loop 363	Reconstruct interchange at FM 2305 and LP 363	45.22	37	39	\$18,000,000	Yes	—	
	H30-03	FM 3219	Veterans Memorial Blvd/Business 190 to FM 439	Widen from 2 to 4 lane divided roadway	44.56	38	40	\$8,000,000	No	L, H	
✓	K25-05	Old Florence Rd	Elms Rd to Jasper Dr	Widen from 2 to 5 lane section with curb and gutter	42.77	39	41	\$6,292,450	No	EJ	
	B30-03	Belton Outer Loop East	IH 35 at Shanklin Rd to FM 436	Construct 2 lane roadway with shoulder	42.00	42	42	\$12,060,000	No	EJ	
	N40-07	Warriors Path	Old Nolanville Rd to US 190	Extend Warriors Path to US 190	41.32	43	43	\$5,703,255	No	H	
	N40-06	Nolanville Railroad Crossing Safety	Pleasant Hill Cemetery Rd to Jack Rabbit Road (4 RR Crossings)	Upgrade crossings for better connections and safety	41.22	44	44	\$500,000	No	—	
	T25-09	Outer Loop	IH 35 to Central Point Pkwy	Widen from 2 to 4 lanes with divided roadway and curb and gutter with sidewalks and dedicated bike lanes to incorporate multimodal design	39.68	45	45	\$25,000,000	No	H	
✓	B30-02	Shanklin Road West, Outer Loop	IH 35 to east end of Three Creeks subdivision	Construct 4 lane roadway	39.55	46	46	\$10,820,000	No	EJ	
	W35-02	SH 195	At FM 3470 and SH 195	Upgrade interchange	39.44	47	47	\$52,450,000	Yes	EJ	
	W25-02	SH 36	SH 317 to Lake Belton Rd	Widen from 2 to 4 lane divided roadway	38.88	48	48	\$36,715,000	No	H, P	
✓	B40-07	Connell Street	US 190 to Loop 121	Widen from 2 to 4 lanes with center turn lane and 5' wide sidewalks	38.78	49	49	\$5,244,000	No	EJ	

Unfunded List

✓	T40-09	Outer Loop/Old Waco Rd	5 of Jupiter to Floodplain	Widen from 2 to 4 lanes with divided roadway and curb and gutter; includes hike & bike trail and bike dedicated lanes to incorporate multimodal transportation	38.33	51	51	\$9,700,000	No	—		Scored Projects
✓	K40-03	FM 3470 (Stan Schlueter Loop)	SH 201 to US 190 Bypass	Construct 4 lane FM Road with continous turn lane and shoulders	37.79	52	52	\$15,000,000	No	EJ, H		
✓	N40-03	Old Nolanville Rd	Bridge on Old Nolanville Rd to US 190	Improve roadway surface, widen exisiting lanes and stripe along shoulder	37.44	53	53	\$793,770	No	—		
✓	B30-01	George Wilson Extension	FM 93 at George Wilson Rd to FM 439	Construct 2 lane roadway with shoulder	35.78	54	54	\$1,386,984	No	EJ		
✓	B40-01	Huey Drive	Washington Dr to IH 35 Frontage Rd	Construct 2 lane roadway with center turn lane	35.45	55	55	\$2,615,000	No	EJ		
✓	B40-09	West Avenue D	Loop 121 to Wheat Rd	Construct 2 lane roadway with sidewalks and bike lanes	33.67	56	56	\$4,918,500	No	EJ		
	T40-10	Outer Loop	Floodplain to IH 35	Extend divided roadway with curb and gutter, includes sidewalks and trail and incorporate multimodal design	32.77	57	57	\$13,000,000	No	—		
	S40-03	West Village Rd	Thomas Arnold Rd to IH 35	Widening roadway, add turn lanes and bike/ped facilities	32.33	58	58	\$300,500	No	H, ARZ, ES		
	T40-04	Hogan Road	SH 317 to S Pea Ridge	Widen from 2 lane to 3 lane with curb and gutter, includes sidewalks and trail and will incorporate multimodal design	31.90	59	59	\$3,500,000	No	—		
	K40-25	Bunny Trail Signals	At Clear Creek Rd	Install traffic signal	31.90	60	60	\$190,000	No	EJ		
	W35-09	FM 93	SH 95 to SH 36	Widen from 2 to 4 lanes, provide for a raised median	31.76	61	61	\$5,245,000	No	EJ, H		
✓	B40-02	Southwest Parkway	Loop 121 to W Ave O	Construct 2 lane roadway with center turn lane	30.56	62	62	\$4,200,500	No	EJ		
	D40-01	North Waco Road (Old 81) Roadway North	West Main St to West Big Elm	Widen from 2 to 4 lanes, with curb and gutter, bridge improvements	23.93	63	63	\$4,600,000	No	—		Unscored Projects
	T40-05	Westfield Blvd	Prairie View Rd to Airport Rd/ SH 36	Extend 4 lane divided roadway with curb and gutter; includes sidewalk and hike & bike path to incorporate multimodal transportation options	28.67	64	64	\$3,100,000	No	—		
	D40-03	Old 81 Roadway South	FM 1237 to Loves Overpass	Widen from 2 to 4 lanes with bicycle lanes and curb and gutter	28.45	65	65	\$3,500,000	No	H		
	C25-02	FM 1113	Signal Light at FM 1116/Ave B to Summers Rd	Widens from 2 to 4 lanes with ADA-Compliant sidewalks	UNS	N/A	N/A	\$17,149,700	No	H ,P		
	C25-03	Big Divide Loop	US 190 to FM 1113	Construct raised median, curb and gutter with enclosed storm drainage	UNS	N/A	N/A	\$10,200,000	No	H		
	C25-04	North Side Loop	FM 1113 to FM 1116	Widen from 2 to 4 lanes with raised median curb and gutter with enclosed storm drainage	UNS	N/A	N/A	\$8,280,000	No	—		
	C40-01	FM 116 South	Copperas Cove City limits to SH 201	Upgrade Ivy Gap Rd and Ivy Mountain Rd to FM status, widen roadway from 2 to 5 lanes with curb and gutter	UNS	N/A	N/A	\$24,960,000	No	EJ, L, H, ARZ		
	H40-03	Chaparral Road	FM 3481 to Killeen City Limits on Chaparral Rd	Widen and straighten roadway and construct hike/bike trail	UNS	N/A	N/A	N/A	No	EJ, H		
	H40-04	E FM 2410	East side from FM 2410 Community Park to Simmons Rd	Expand roadway to include curb & gutter, access management control, turning lanes, drainage improvements, and context sensitive solutions	UNS	N/A	N/A	N/A	Yes	EJ, L, H		
	N40-08	Warrior's Path Extension Phase II	US 190 to FM 439	Consturct 2 lane roadway	UNS	N/A	N/A	\$8,000,000	No	—		
	N40-10	FM 439 Safety Improvements	FM 439 at Lonesome Oak Dr	Add turning lane, shoulder expansion and possible traffic signals/signs	UNS	N/A	N/A	N/A	No	—		
	W30-06	SH 201 @ Killeen Airport	Killeen Airport Entrance	Construct interchange	UNS	N/A	N/A	\$7,343,000	No	EJ, H		
	W35-04 ²	FM 439	Roy Reynolds Dr to FM 3219	Widen from 4 to 6 lanes	UNS	N/A	N/A	\$11,539,000	No	EJ		
✓	W40-04b ¹	Loop 121 Phase 2	IH 35 to FM 436	Widen from 2 to 4 lane divided roadway with bike/ped improvements	UNS	N/A	N/A	\$6,000,000	Yes	EJ, H, P		

¹Projects received funds through TxDOT Project Development.

²W35-04 original project score was 68.77

³Funding includes Categories 2, 4, 7, 11 & others as appropriate.

⁴ Flagged	
Symbol	
EJ	Environmental Justice Community of Concern
L	Landfill
H	Cemetrries, Archaeological Sites, Historical Markers
ARZ	Aquifer Recharge Zone
ES	Endangered Species
p	Park

⁵Administrative Amendment on August 25, 2017

TRANSPORTATION CHOICES AND LIVABILITY PROJECTS

KTMO ID	Project Name	Full Extents	Description	Project Score	Project Ranking	Funding Order	Estimated Cost	CMP Network	Flagged ³	Funding Sources ²	Funding
T40-12	31st St Sidewalks (FM1741)	Marlandwood Rd to Canyon Creek Rd	Installation of 6' sidewalks on both sides of FM1741	94.35	1	1	\$500,000	Yes	—	7	Short Range Funding: \$5,929,889 ⁵
T40-15	Adams Ave/Central Ave. Bicycle/Pedestrian Improvements	IH 35 to MLK Jr Blvd (Spur 290)	Installation of on-street bike lane and ADA compliant sidewalks travelling east on Central Avenue and west on Adams Avenue ⁵	92.00	2	2	\$1,913,044	Yes	EJ, H	7	
C35-02b	Railroad Underpass Sidewalks	S Main (through existing parking facility) to Ave B	Construct 10' wide sidewalk in conjunction with the FM 116 underpass project	80.90	4	3	\$920,000	Yes	—	7	
C40-05	FM 116 & 3046 Sidewalks	Business 190 to Dennis St. ⁵	Construct ADA compliant sidewalks and bike lanes ⁵	77.88	5	4	\$975,000	No	H, P	7	
K40-21b	Heritage Oaks Hike and Bike Trail, Segment 5	Chaparral Rd to USACE Property	Construct shared use path for pedestrian and bicyclists	75.99	6	5	\$1,300,000	No	EJ, ARZ	7	
C40-04c	The Narrows (Charles Tillman Way)	Charles Tillman Way from Constitution Dr to Charles Tillman Way @ RG III Blvd ⁵	Construct sidewalks for pedestrian/bicycle use ⁵	70.32	11	6	\$170,000	No	EJ, H	7	
B40-05	Belton Hike and Bike Trail Extension South (South Belton Shared Use Path)	IH 35 from FM 436 to Confederate Park Drive	Construct 12 ft wide hike and bike trail. Project will extend along FM 436, IH 35 northbound frontage road and Confederate Park Drive.	69.80	12	12	\$1,790,570	No	EJ, P	9 (TASA)	Long Range Funding: \$15,544,430 ⁵
S40-04a ¹	Main St Sidewalks Phase 1	Salado Plaza Dr to College Hill Dr (North End)	Main St. improvements to include lighting, sidewalks, & striping for bicycles	81.01	3	7	\$1,616,956	No	H, ARZ, ES	7	
B40-06	Belton North Trail Extension	Confederate Park to Nolan Creek	Construct 10' hike/bike trail	73.33	7	8	\$473,510	No	EJ, P		
C40-04a	The Narrows (Constitution Drive)	Constitution Dr from Bowen Ave to 0.2 MI S Martin Luther King Jr. Blvd ⁵	Construction of sidewalks for pedestrian/bicycle use ⁵	72.78	8	9	\$850,000	No	EJ, H	Category 7 (\$360,000) Category 9 (\$490,000)	
C40-04b	The Narrows (RG III at Old Copperas Cove Rd)	RG III Blvd from Constitution Dr to Old Copperas Cove RD at Constitution Dr. ⁵	Construct sidewalks for pedestrian/bicycle use ⁵	70.87	9	10	\$680,000	No	EJ, H	9	
T40-13	Georgetown RR Trail	S 5th St to Leon River	Construct 10 ft wide trail	70.68	10	11	\$2,000,000	No	EJ, H, P		
B40-12	Belton Southwest Trail Expansion	Confederate Park to Nolan Creek Pedestrian Bridge	Construct 10' hike/bike trail	69.78	13	13	\$3,252,480	No	EJ, H, P		
N40-04	Park Connectivity	City Park along Mesquite St and Ave H to 10th St	Construct 10' wide sidewalk, ADA ramps and crosswalks, widen pavement by 32" with curb and gutter	69.75	14	14	\$1,558,802	No	P		
N40-05	Spur 439 Connectivity	Main St to North Dr	Construct 10' wide sidewalk, ADA ramps and crosswalks, improve shoulders at Main St	69.55	15	15	\$593,230	No	—		
D40-02	North Waco Rd (Old 81) Sidewalk	West Main St to West Big Elm	Construct 10' wide pedestrian/bicycle facility	69.22	16	16	\$1,700,000	No	—		
T40-25	Bird Creek Interceptor	N side of Lions Community Park to Midway Dr (near Bonham Middle School)	Construct 8 ft wide trail	69.11	17	17	\$375,000	No	P		Unfunded List
T25-05	FM 2271 Trail	FM 2305 to Miller Spring Park	Construct 8 ft wide trail	67.79	18	18	\$950,000	Yes	H, P		
S40-02	Pace Park Trail	Pace Park along Pace Park Rd	Construct 10 ft wide trail	60.19	19	19	\$199,965	No	ARZ, ES, P		

funded

replace



N40-09	Pleasant Hill Rd	Lonsesome Oak Drive to Ave I	Construct Class 2, buffered on-street bike lane	UNS	N/A	N/A	\$500,000	No	H		Unscored Projects
N40-11	Nolan Creek Off System Trail	Bridge on Old Nolanville Rd to Levy Crossing	Construct 10 ft multi-use trail boarding Nolan Creek	UNS	N/A	N/A	N/A	No	H		
N40-12	Jack Rabbit Road Bike Thoroughfare	US 190 to FM 439 and through Park to School	Add Class 2 Bike Lanes on system	UNS	N/A	N/A	N/A	No	—		
N40-13	Wild Wood Trail	Lonsesome Oak Drive to Ave I	Construct an 8 ft wide multi use trail	UNS	N/A	N/A	\$400,000	No	—		
S40-01	Enhancements along Salado Creek	Main St at College Hill Dr to 0.09 mi N of Royal St on Center Circle	Construct alternate transportation route consisting of shared-use path for pedestrians and bicyclists	UNS	N/A	N/A	\$368,959	No	ARZ, H, ES		
S40-04b ¹	Main St Sidewalks Phase 2	College Hill Dr to Salado Plaza Dr	Main St improvements to include pavement widening, bike paths, drainage improvements.	UNS	N/A	N/A	\$2,223,044	No	H, ARZ, ES		

¹Projects received funds through TxDOT Project Development.

²Funding includes Categories 2, 7,9 and others as appropriate.

³Flagged

Symbol	
EJ	Environmental Justice Community of Concern
L	Landfill
H	Cemeteries, Archaeological Sites, Historical Markers
ARZ	Aquifer Recharge Zone
ES	Endangered Species
P	Park

⁴Administrative Amendment on August 25, 2017

TRANSIT PROJECTS

KTMO ID	Project Name	Full Extents	Description	Project Score	Project Ranking	Funding Order	Estimated Cost	CMP Network	Flagged ³	Funding Sources ²	Funding
A40-15	Fleet Replacement Project	Killeen UZA	Purchase buses*	UNS	N/A	N/A	\$1,615,000*	N/A	N/A	7	Short Range Funding

*Administrative Amendment on August 25, 2017

PREVENTATIVE AND MAINTENANCE PROJECTS

Short Range Funded (2014-2023)				
KTMO ID	Project Name	Description		Funding
G01-PE	Preventative Projects	Various Locations	Grouped CSJ Placeholder	Short Range Funding: \$74,629,006 ⁵
G03-MT	Maintenance Projects	Various Locations		
G04-BR	Bridge Projects	Various Locations		
G06-SA	Safety Projects	Various Locations		
Long Range Funded (2024-2040)				
KTMO ID	Project Name	Description		Funding
G01-PE	Preventative Projects	Various Locations	Grouped CSJ Placeholder	Long Range Funding: \$295,989,993 ⁵
G03-MT	Maintenance Projects	Various Locations		
G04-BR	Bridge Projects	Various Locations		
G06-SA	Safety Projects	Various Locations		

⁵Note:

A) Fiscal constraint is based upon forecasted revenue reflected in the 2040 MTP that was adopted in 2014. Figures have been revised to include additional funding the MPO has received as of November 16, 2016 that were not in the original forecast. Also, figures have been revised to subtract dollars for projects that have been funded as of November 16, 2016. Therefore, the figures B) Updated figures represented in the 2017 Unified Transportation Program have only been included for Category 2 for FY2018-2026, since original projection had \$0 for Category 2 for short range.

The MTP Project Listing is periodically amended to add, remove, or modify details about our transportation projects. Formal amendments require action by our Policy Board and Public Comment Period.

MTP Amendment Dates

January 21, 2015
November 18, 2015
January 20, 2016
April 20, 2016
August 17, 2016

November 16, 2016
June 21, 2017
July 5, 2017*
August 28, 2017*
November 16, 2017*

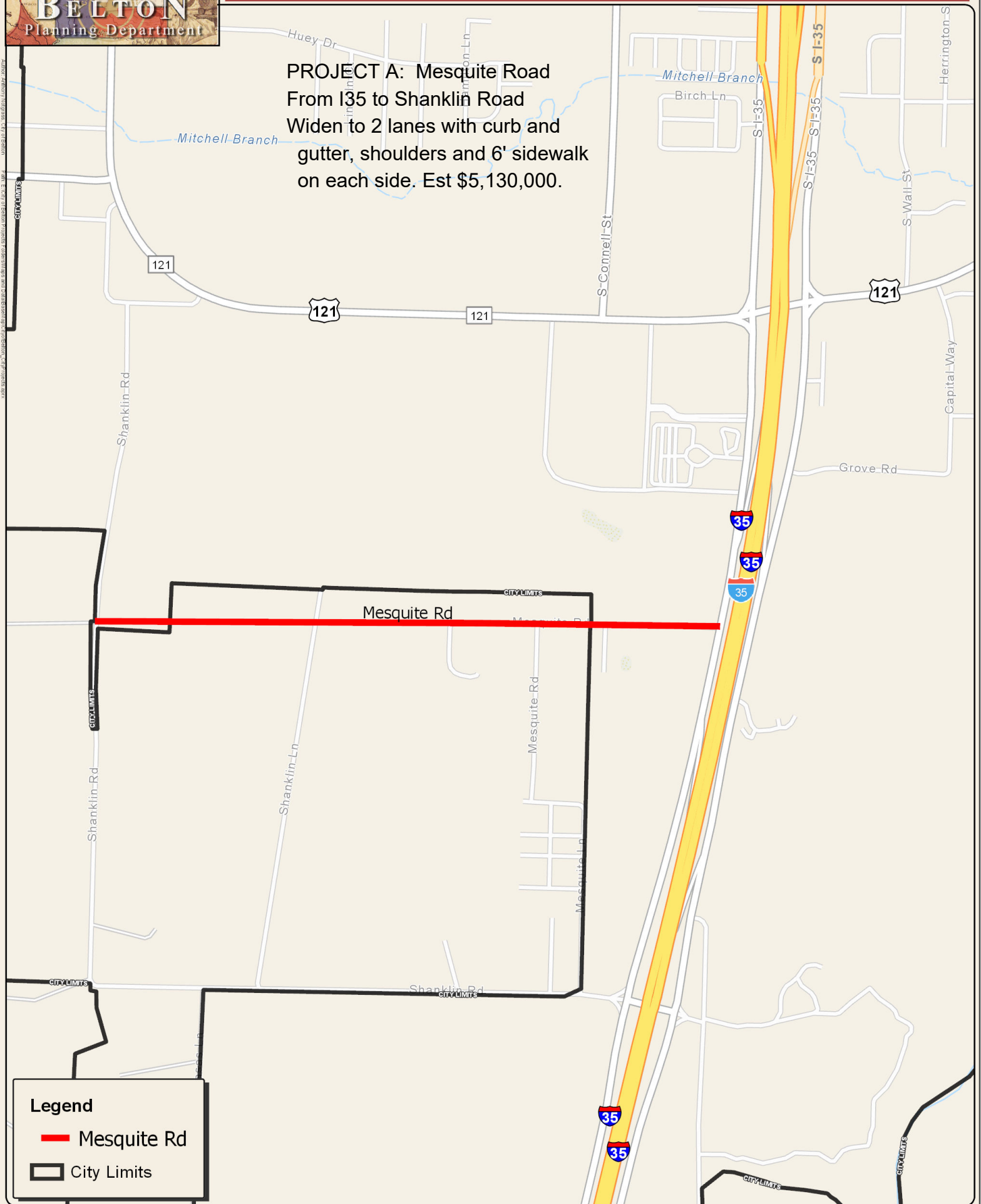
December 21, 2017*
March 14, 2018

* Administrative Amendments

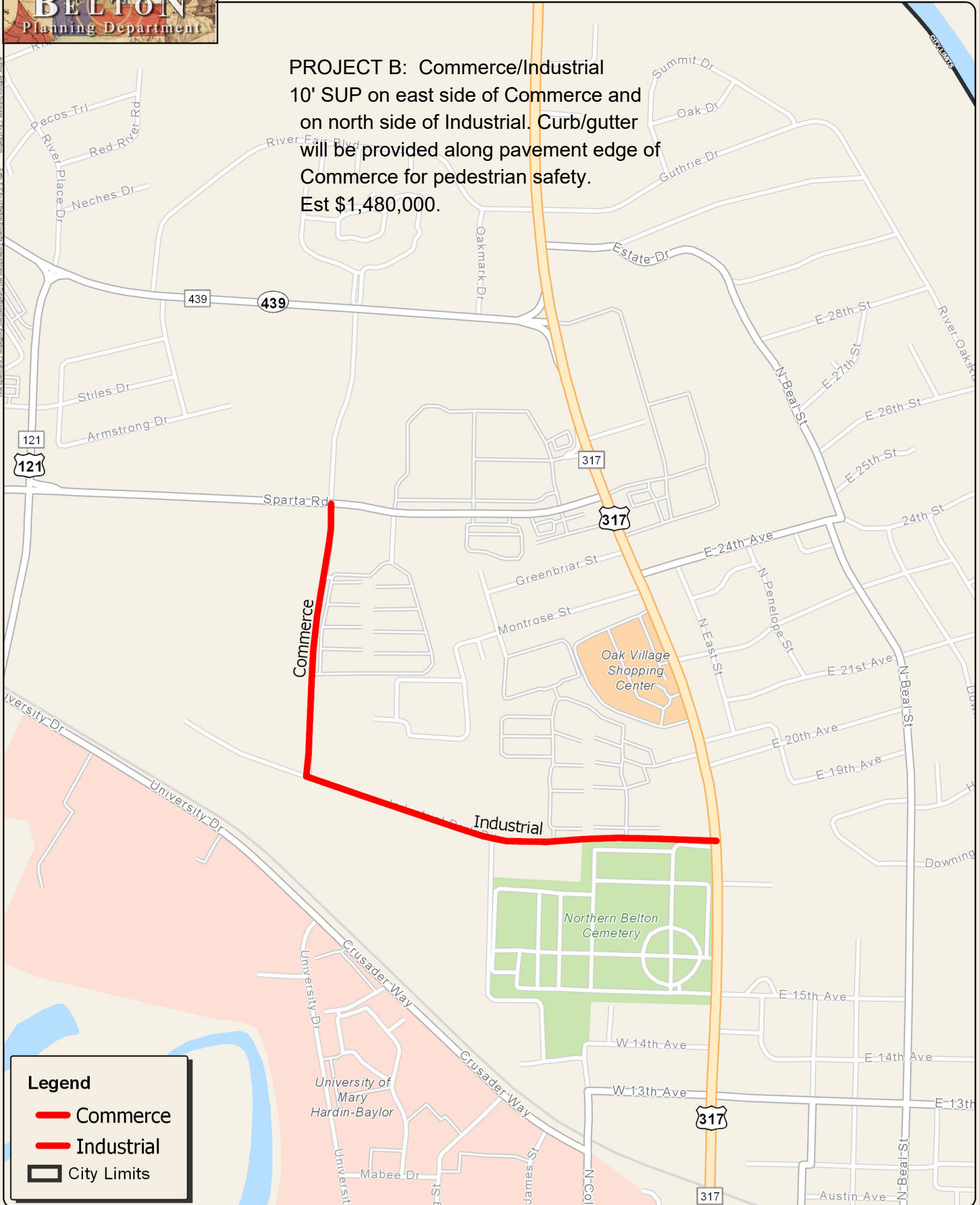
Proposed Project for KTMPO

2045 MTP Update

PROJECT A: Mesquite Road
From I35 to Shanklin Road
Widen to 2 lanes with curb and gutter, shoulders and 6' sidewalk on each side. Est \$5,130,000.

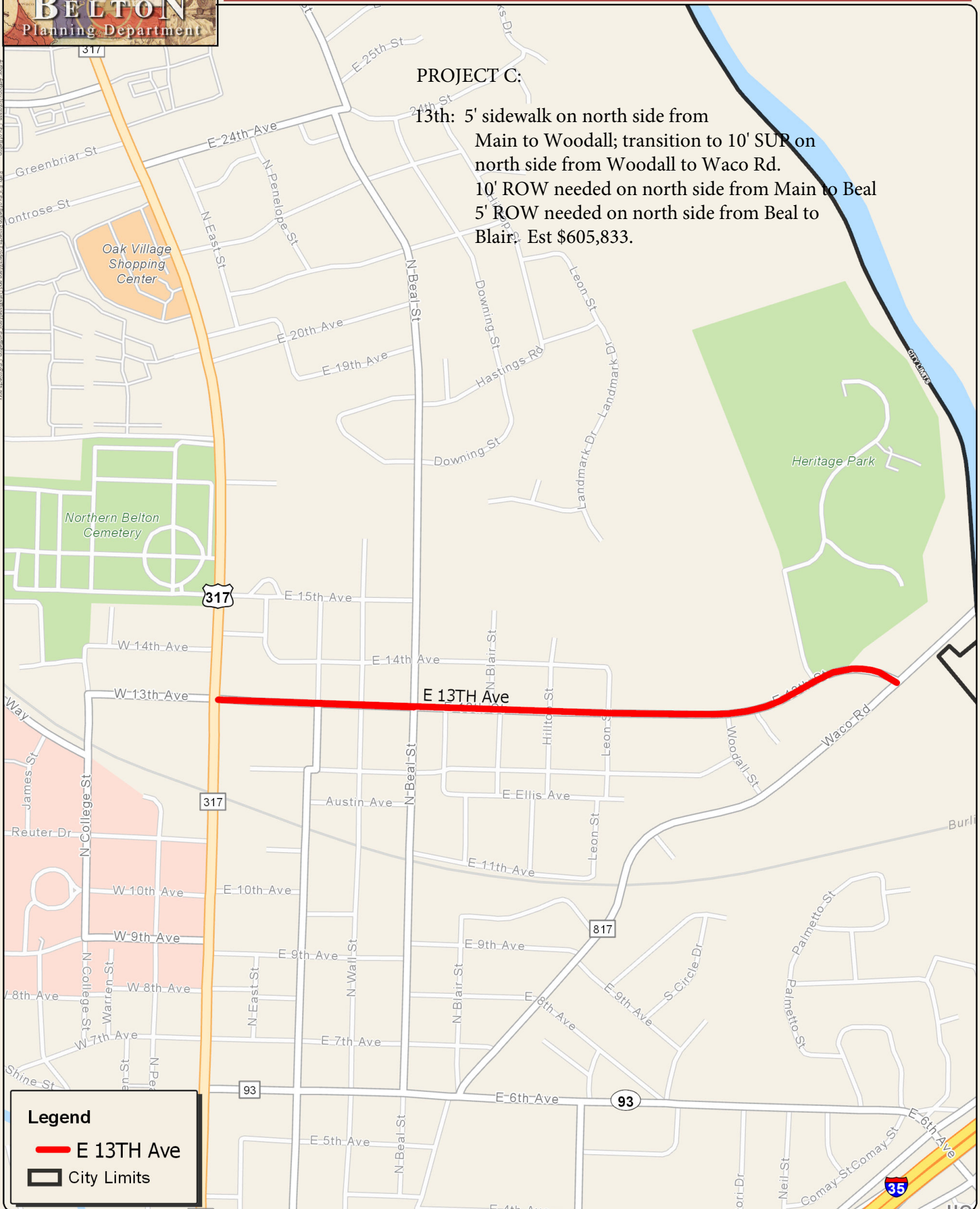


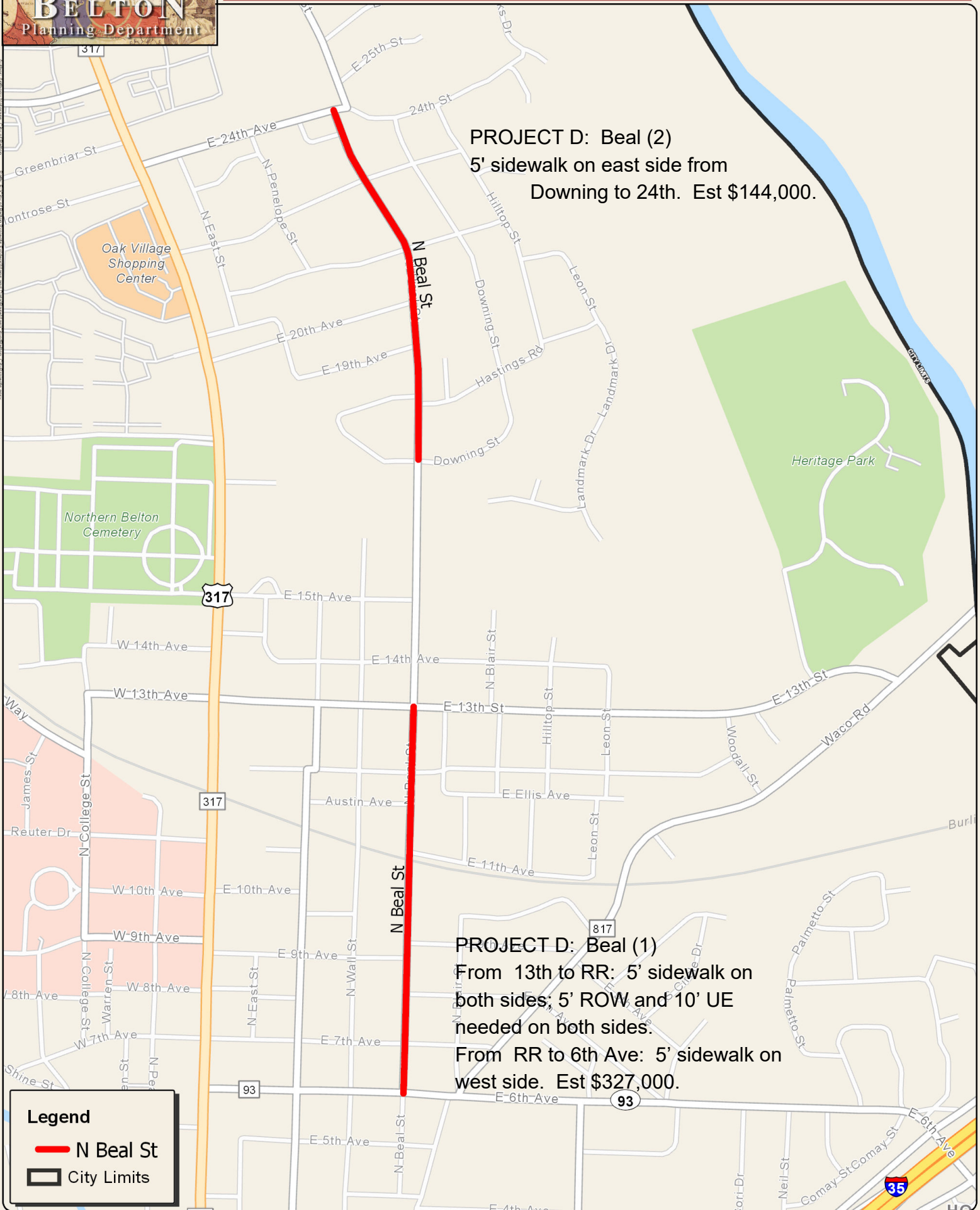
PROJECT B: Commerce/Industrial
10' SUP on east side of Commerce and on north side of Industrial. Curb/gutter will be provided along pavement edge of Commerce for pedestrian safety.
Est \$1,480,000.



PROJECT C:

13th: 5' sidewalk on north side from Main to Woodall; transition to 10' SUP on north side from Woodall to Waco Rd.
10' ROW needed on north side from Main to Beal
5' ROW needed on north side from Beal to Blair. Est \$605,833.

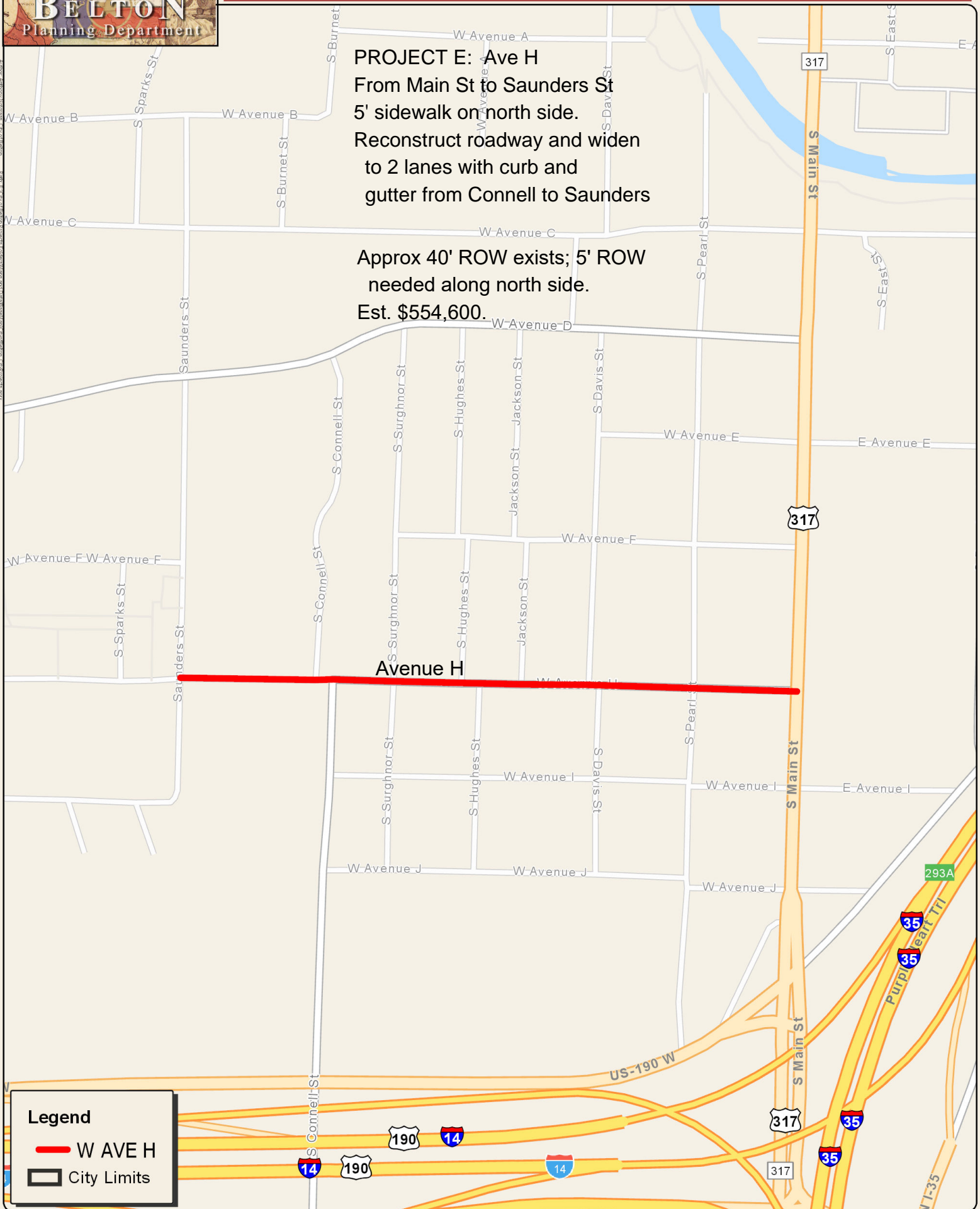




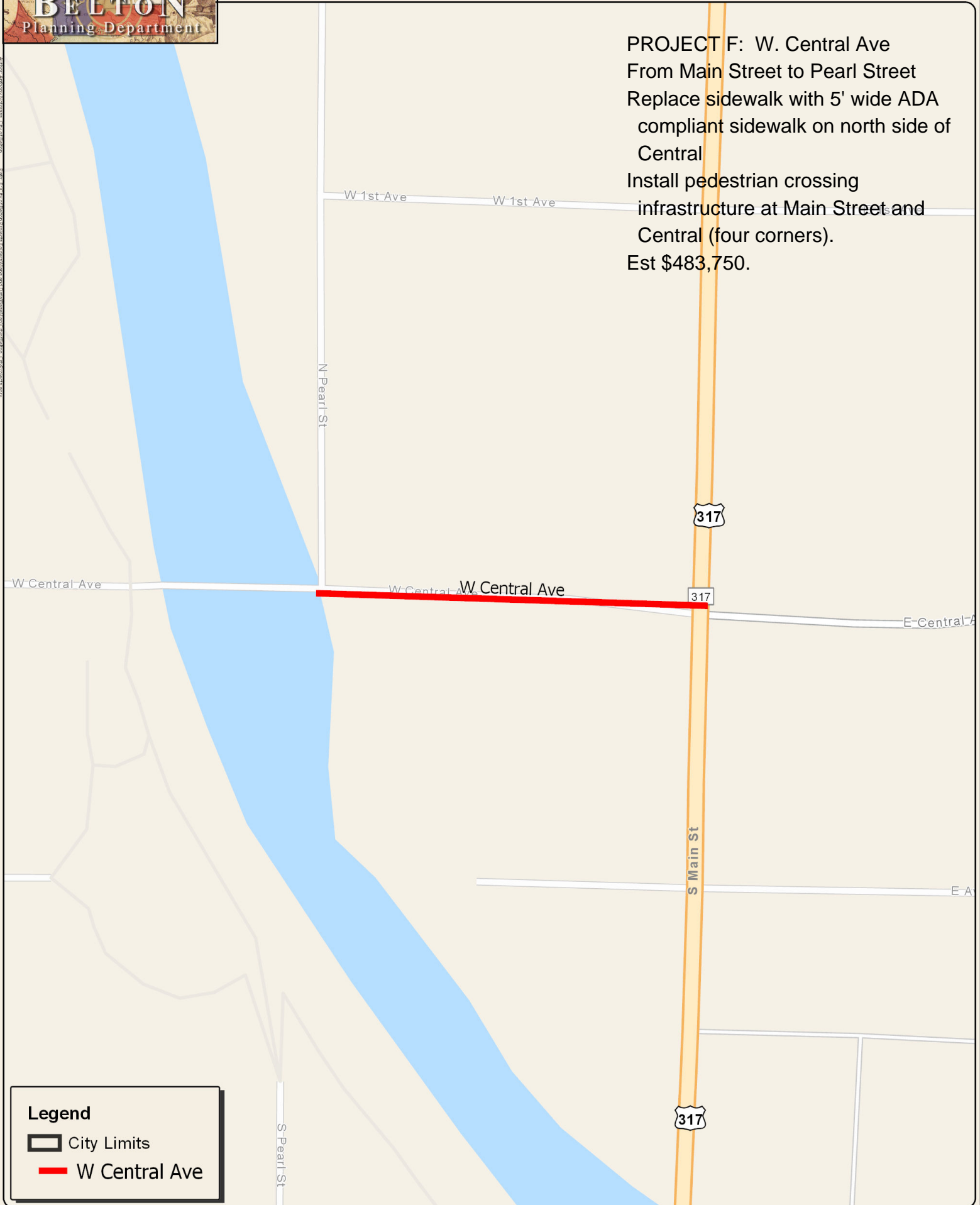
PROPOSED MTP PROJECTS

PROJECT E: Ave H
From Main St to Saunders St
5' sidewalk on north side.
Reconstruct roadway and widen
to 2 lanes with curb and
gutter from Connell to Saunders

Approx 40' ROW exists; 5' ROW
needed along north side.
Est. \$554,600.



PROJECT F: W. Central Ave
From Main Street to Pearl Street
Replace sidewalk with 5' wide ADA
compliant sidewalk on north side of
Central
Install pedestrian crossing
infrastructure at Main Street and
Central (four corners).
Est \$483,750.



Legend

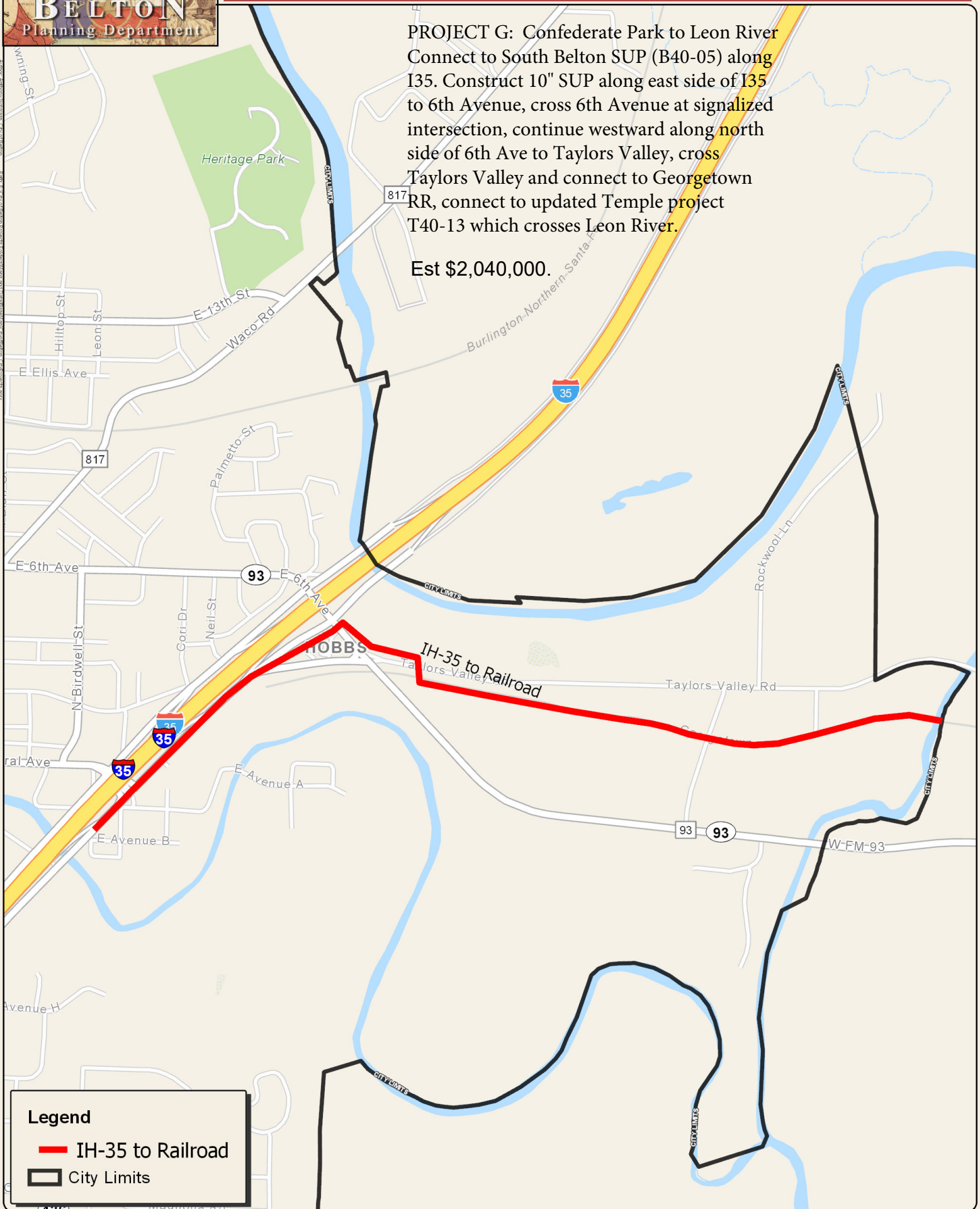
- City Limits
- W Central Ave



PROPOSED MTP PROJECTS

PROJECT G: Confederate Park to Leon River
Connect to South Belton SUP (B40-05) along I35. Construct 10" SUP along east side of I35 to 6th Avenue, cross 6th Avenue at signalized intersection, continue westward along north side of 6th Ave to Taylors Valley, cross Taylors Valley and connect to Georgetown RR, connect to updated Temple project T40-13 which crosses Leon River.

Est \$2,040,000.



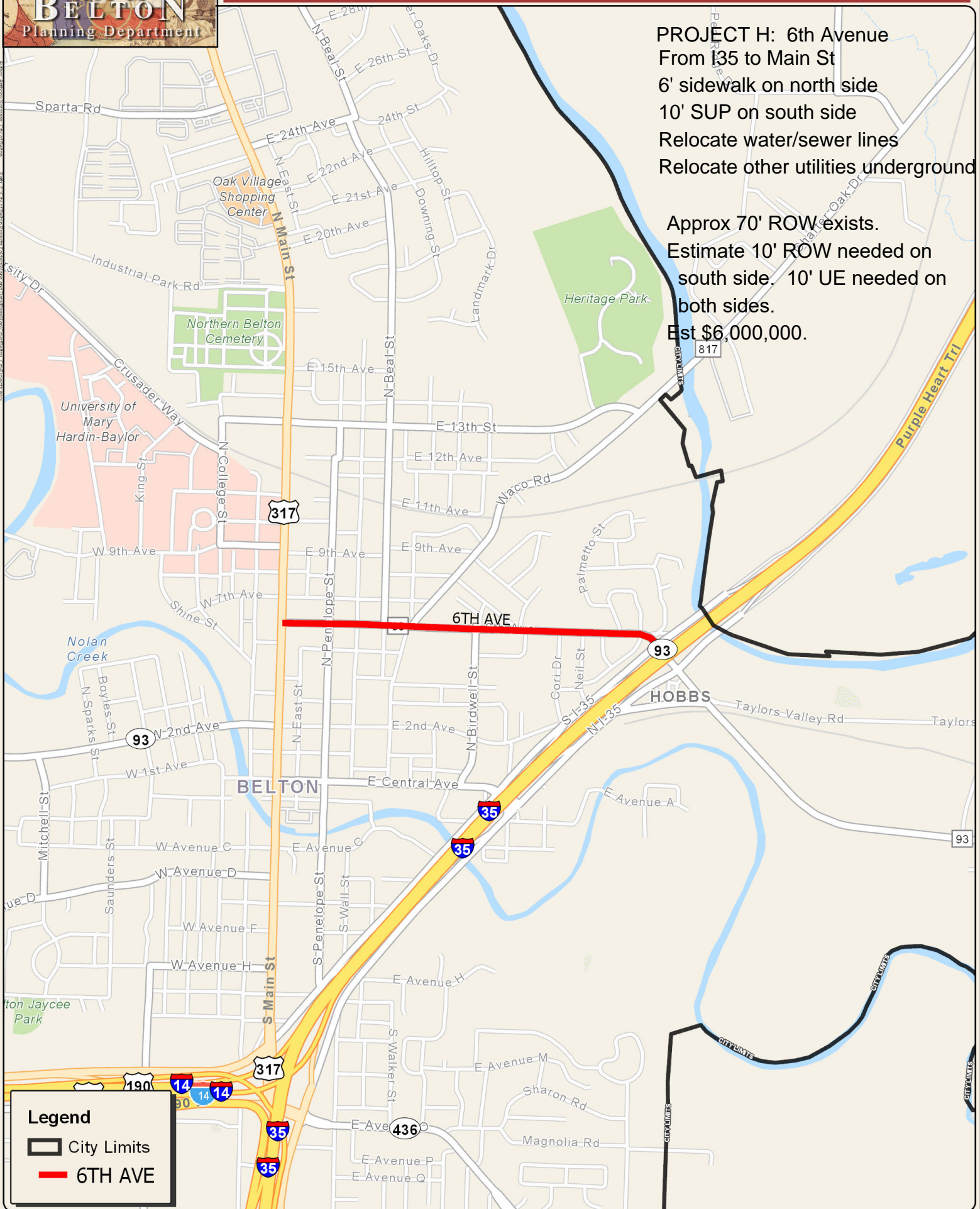
Legend

- IH-35 to Railroad
- City Limits

PROPOSED MTP PROJECTS

PROJECT H: 6th Avenue
From I-35 to Main St
6' sidewalk on north side
10' SUP on south side
Relocate water/sewer lines
Relocate other utilities underground

Approx 70' ROW exists.
Estimate 10' ROW needed on south side. 10' UE needed on both sides.
Est \$6,000,000.



Legend

- City Limits
- 6TH AVE



Projects in 2040 MTP

Roadway Projects

MTP Rank	Funding Order	ID	Name	Extent	Estimated Cost	Staff Proposed Ranking	CC Rank in 2016
2	2	W40-05	US 190	FM 2410 in W Belton to IH 35	\$45,500,000	(TxDOT)	
13	4	W40-04a	Loop 121 ph 1	Lake Rd to IH 35	\$27,000,000 (\$5 m funded)	1	1
19	13	W30-17	FM 93	SH 317 to Wheat Rd	\$8,794,843	2	2
12	14	B40-11	FM 2271	Lake Rd to US 190	\$49,700,000	3	3
11	21	B40-10	FM 1670	US 190 to Three Creeks	\$5,643,360	11	10
28	30	B40-08	Sparta Rd	Loop 121 to Dunns Canyon Rd	\$2,080,000	7	7
			Mesquite Rd	IH 35 to Shanklin Rd	\$5,130,000	8	
42	42	B30-03	Outer Lp East	I35/Shanklin Road to FM 436	\$12,060,000	12	11
46	46	B30-02	Outer Lp West	I35/Shanklin Road Three Creeks Subd.	\$10,820,000	10	9
49	49	B40-07	Connell St	US 190 to Loop 121	\$5,244,000	4	4
54	54	B30-01	George Wilson Ext.	FM 93 to FM 439	\$1,386,984	13	-
55	55	B40-01	Huey Drive	Washington Dr to IH 35	\$2,615,000	5	5
56	56	B40-09	W. Ave D	Loop 121 to Wheat Rd	\$4,918,500	9	8
62	62	B40-02	Southwest Pkwy	Loop 121 to W. Ave O	\$4,200,500	6	6
n/a	n/a	W40-04b	Loop 121 ph 2	IH 35 to FM 436	\$6,000,000	n/a	

Livability Projects

MTP Rank	Funding Order	ID	Name	Extent	Estimated Cost	Staff Proposed Ranking	CC Rank in 2016
			13th Ave	Main to Waco Rd	\$605,833	1	
7	7	B40-06	Trail Ext North *	Conf. Park to Nolan Creek	\$473,510 REPLACE		2
			Beal (1)	13th to 6th	\$327,000	2	
			Beal (2)	Downing to 24th	\$144,000	2	
			6th Avenue	Main to IH 35	\$6,000,000	3	
			Commerce/Industrial	Sparta to Main	\$1,480,000	4	
			Ave H	Main to Saunders	\$554,600	5	
	Replacing B40-06		* Rails to Trails	Conf. Park to Taylors Valley & Leon River Brid	\$2,040,000	6	
			W Central Ave	Main to Pearl	\$483,750	7	
13	13	B40-12	SW Trail Expansion	Conf. Pk, IH-14, Lp 121, Nolan Cr Bridge	\$3,252,480	8	3

Staff Report – City Council Agenda Item



Agenda Item #6

Consider an ordinance amending the boundary of Tax Increment Reinvestment Zone #1, established by Ordinance 2004-64 and amended by Ordinance 2017-11, in two areas:

- A. adding approximately 156.85 acres in the vicinity of Heritage Park, east of the intersection of North Main Street and E. 22nd Avenue; and
- B. adding approximately 7.86 acres in the vicinity of the Historic Standpipe Site, west of the intersection of South Main Street and W. Avenue I.

Originating Department

Administration – Sam Listi, City Manager

Summary Information

Tax Increment Reinvestment Zone (TIRZ) Number One was created in 2004, and was amended once in 2017, to add public property along IH 35. This amended boundary allowed for the funding opportunity for a Trail connection between Confederate Park and the Miller Heights Neighborhood in the Wall/Holland Road (FM 436) area. This agenda item proposes to amend the boundary of the TIRZ to add publicly owned, non-taxable property, in two areas identified above and shown on Exhibits A and B. These two proposed expansions will provide for the opportunity to allocate TIRZ funds to infrastructure projects in these two public sites – the recently expanded Heritage Park site and adjoining streets, and the Historic Standpipe site and nearby streets. The additions include exclusively public (city-owned) properties.

The proposed amendment was presented to the TIRZ Board on July 23, 2018, and it was recommended unanimously. Bell County Commissioners have been briefed, and anticipate taking action following Council approval of the attached Ordinance.

Fiscal Impact

N/A – No taxable property is proposed to be added to the TIRZ boundary.

Recommendation

Recommend approval of ordinance.

Attachments

Revised Ordinance

Exhibit "A" – Map and A-1 Description

Exhibit "B" – Map and B-1 Description
TIRZ Amendment Statute Excerpt

ORDINANCE NO. 2018-26

AN ORDINANCE AMENDING THE BOUNDARY OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF BELTON, TEXAS, AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council of the City of Belton, Texas, (the "City"), desires to amend the boundary of Tax Increment Reinvestment Zone Number One which was created in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated (the "Act"); and

WHEREAS, on July 25, 2018, the Board of Directors of the Tax Increment Reinvestment Zone Number One approved a recommendation to adjust the boundary of the Zone to include the areas shown on Exhibits "A" and "B."

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council has made the following findings and determinations based on the evidence presented to it:

- a) That adjustment of the boundary of the tax increment reinvestment zone as described by the maps/descriptions in Exhibits "A" and "B" will result in benefits to the City, its residents and property owners.
- b) That the adjusted boundary of the reinvestment zone, as defined in Exhibits "A" and "B", meets the criteria for a reinvestment zone set forth in the Act in that:
 1. The areas are contiguous geographic areas located wholly within the corporate limits of the City.
 2. The areas to be included in the new alignment is predominately open and, because of obsolete platting or deterioration of structures or lack of site improvements, or other factors, this substantially impairs or arrests the sound growth of the City.
- c) That 100 percent of the property in the proposed adjusted boundary is property dedicated to public use.

- d) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 15 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any.
- e) That the proposed adjustment to the boundary of the reinvestment zone does not contain more than 15 percent of the total appraised value of real property taxable by a county or school district.
- f) That the improvements in the reinvestment zone will significantly enhance the value of all taxable real property in the reinvestment zone.
- g) That the development or redevelopment of the proposed property addition to the reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. That the City hereby adjusts the boundary of Tax Increment Reinvestment Zone #1 as described in Exhibits "A" and "B" attached.

SECTION 4: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED AND APPROVED this 14th day of August, 2018, at a regular meeting of the City Council of the City of Belton, Texas.

CITY OF BELTON

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

**City of Belton, Texas
TIRZ Boundary Expansion
Heritage Park
August 2018**

BOUNDARY DESCRIPTION

1. Beginning at the intersection of east ROW line of N. Main Street (TX317) and the north ROW line of E. 24th Avenue; thence
2. Easterly along the north ROW line of E. 24th Avenue approximately 230' to its intersection with Hilltop Street; thence
3. Northerly along the west line of Hilltop Street to the northwest corner of the 149.08 acre survey of Heritage Park; thence
4. Northeasterly along the northern boundary of the 149.08 acre survey to its intersection with the east boundary of the survey, a distance of approximately 900'; thence
5. Southeasterly along the east boundary of the survey to the southeast corner of the 149.08 acre survey; thence
6. Generally west southwesterly along the boundary of the 149.08 acre survey, north of Summer Fun, to the intersection of the south property line with 13th Avenue; thence
7. Easterly, southerly, and westerly incorporating the 13th Avenue ROW from Old Waco Road, to its intersection with Park Lane; thence
8. Northerly along the west ROW line of Park Lane ROW, extending northward approximately 900'; thence
9. Easterly approximately 75' to the west boundary line of the 149.08 acre survey of Heritage Park; thence
10. Northerly approximately 1,735' to a point of intersection at the northeast corner of Park Place Phase I, Block 2, 3, and 10 (11.029 acre tract); thence
11. Westerly approximately 435' to a point of intersection at the rear of Lot 1, Block 6, Normand Heights Addition Revised; thence
12. Northwesterly along the rear of lots in the Norman Heights Addition Revised subdivision; thence
13. Westerly along the south ROW line of E. 22nd Avenue approximately 2,090' to its intersection with the east ROW line of N. Main Street (TX317); thence
14. Northerly along the east ROW line of N. Main Street (TX317) approximately 40'; thence

15. Easterly along the north ROW line of N. 22nd Avenue approximately 1,985' to its intersection with the west ROW line of Hilltop Street; thence
16. Northerly along the west ROW line of Hilltop Street to its intersection with the South ROW line of E. 24th Avenue, a distance of approximately 45'; thence
17. Westerly along the south ROW line of E. 24th Avenue, a distance of approximately 205', to its intersection with the east ROW line of N. Main Street; thence
18. Northerly along the east ROW line of N. Main Street (TX317) approximately 40 to the point of beginning in this TIRZ boundary expansion.

Estimated Acreage: 156.85 acres

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

July 19, 2018

Surveyor's Field Notes for:

149.08 ACRES, situated in the **M. F. CONNELL SURVEY, ABSTRACT 6**, Bell County, Texas, being all of a 85.82 Acre tract conveyed to the City of Belton, Texas in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, also being all of a called 58.19 Acre tract conveyed to the City of Belton, Texas in Volume 2169, Page 496, Deed Records of Bell County, Texas, and also being all of a called 4.50 Acre tract conveyed to the City of Belton, Texas in Volume 2192, Page 671, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument found at the southwest corner of said 85.82 Acre tract, same being the northeast corner of Lot 1, Cast Subdivision, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet C, Slide 38-B, Plat Records of Bell County, Texas, also being the southeast corner of Lot 1, Block 6, Normand Heights Subdivision, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet A, Slide 260-D, Plat Records of Bell County, Texas, for a corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Block 6, said Normand Heights Subdivision, the following calls:

1. **N 07° 53' 03" W – 109.94'**, to a ½" iron rod found,
2. **N 19° 06' 30" W – 117.67'**, to a 3/8" iron rod found,
3. **N 36° 21' 16" W – 98.15'**, to a ½" iron rod found,
4. **N 11° 55' 51" W – 359.65'**, to a ½" iron rod found, and
5. **N 00° 36' 25" E – 141.05'**, to a ½" iron rod found at the northeast corner of Lot 8, said Block 6, for an interior corner of the herein described tract;

THENCE, in a northwesterly direction, with the northeast line of said Block 6, **N 48° 08' 32" W – 152.10'**, to a 1" iron rod found, for an interior corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said Block 6, **S 86° 58' 34" W – 137.87'**, a ½" iron rod found, **S 67° 52' 38" W – 110.80'**, a 3/8" iron rod found, and **S 56° 13' 51" W – 104.57'**, to a 5/8" iron rod with cap stamped "ACS" found at the northwest corner of Lot 12, said Block 6, and being on the east line of Hilltop Street, for the westernmost southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Hilltop Street, **N 12° 05' 54" W – 152.99'**, to a ½" iron rod found;

THENCE, in a northeasterly direction, with said Hilltop Street and the southeast line of Lot 1, Block 7, said Normand Heights Subdivision, **N 30° 56' 42" E – 183.00'**, to a ½" iron rod found at the southwest corner of Lot 6, said Block 7;

THENCE, continuing in said northeasterly direction, with the southeast line of said Lot 6 and Lot 7, **N 57° 27' 39" E – 257.51'**, to a ½" iron rod found, for an interior corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Lot 7, **N 04° 46' 08" E – 127.58'**, to a ½" iron rod found at the southeast corner of Lot 8, Block 7, for an interior corner of the herein described tract;

Surveyor's Field Notes for **149.08 ACRES** (continued):

THENCE, in a northwesterly direction, with the northeast line of said Lot 8, **N 45° 42' 21" W – 200.69'**, to a ½" iron rod found at the northeast corner of Lot 9, Block 7, same being the southeast corner of Lot 1, Block 1, Leon Valley Subdivision, Phase I, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet C, Slide 340-A, Plat Records of Bell County, Texas, for an interior corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said Block 7, same being the south line of said Lot 1, Block 1, Leon Valley Subdivision, **N 76° 33' 44" W – 101.03'**, a 5/8" iron rod with cap stamped "ACS" found, and **S 88° 12' 20" W – 251.14'**, to a 5/8" iron rod with cap stamped "ACS" found on the east line of said Hilltop Street, for an interior corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Hilltop Street, **N 16° 44' 13" W – 212.26'**, to a 5/8" iron rod with cap stamped "ACS" found, for an interior corner of the herein described tract;

THENCE, in a westerly direction, crossing over said Hilltop Street, **S 89° 03' 47" W – 51.87'**, to a calculated point, being the northeast corner of Lot 1, Block 3, said Normand Heights Subdivision, same being the southeast corner of a called 0.382 Acre tract conveyed to Jeffery Thomasson and wife, Carrie Thomasson in Volume 4126, Page 646, Official Public Records of Real Property, Bell County, Texas;

THENCE, in a northerly direction, with the east line of said 0.382 Acre tract and crossing over East 24th Street, **N 03° 41' 23" W – 203.25'**, to a ½" iron rod found at the southeast corner of a called 0.80 Acre tract conveyed to Timothy Charles Watson and Jennifer A. Watson in Document No. 2015-00048640, Official Public Records of Real Property, Bell County, Texas;

THENCE, continuing in said northerly direction, with the east line of said 0.80 Acre tract, **N 03° 52' 35" E – 176.14'**, to a ½" iron rod found on the south line of a called 2.03 Acre tract conveyed as Tract 1 to LGGD Properties, LLC in Document No. 2017-00032450, Official Public Records of Real Property, Bell County, Texas, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said 2.03 Acre tract, **N 73° 29' 42" E – 10.37'**, a ½" iron rod found, and **S 88° 23' 52" E – 175.57'**, to a 60-D nail found at the southeast corner of said 2.03 Acre tract, same being the southernmost southwest corner of a called 3.970 Acre tract conveyed as Tract 2 to said LGGD Properties, LLC in said Document No. 2017-00032450, Official Public Records of Real Property, Bell County, Texas;

THENCE, continuing in said easterly direction, with the south line of said 3.970 Acre tract, **N 73° 22' 17" E – 262.00'**, to a ½" iron rod with cap stamped "LETH" found at the southwest corner of Lot 16, Block 3, Oak View Addition, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet A, Slide 264-D, Plat Records of Bell County, Texas;

THENCE, continuing in said easterly direction, with the south line of said Oak View Addition, **N 83° 52' 11" E – 410.14'**, to a 1" iron pipe found at the southeast corner of Lot 1, Block 5, said Oak View Addition, same being the most southerly southwest corner of the remainder of a called 138.53 Acre tract conveyed to Gated River One, LLC in Document Number 2009-00025323, Official Public Records of Real Property, Bell County, Texas, for an interior corner of the herein described tract;

Surveyor's Field Notes for **149.08 ACRES** (continued):

THENCE, continuing once again in an easterly direction with the south line of said 138.53 acre remainder tract, same being the north line of said 85.82 Acre tract, **N 80° 42' 17" E**, at 813.70' pass a 5/8" iron rod with cap stamped "ACS" found for reference, and continuing for a total distance of **913.69'**, to a calculated point on the right bank of the Leon River, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, meandering with the approximate right bank of said Leon River, as evidenced by calculated points, the following calls:

1. **S 09° 10' 25" E – 267.56'**,
2. **S 14° 39' 42" E – 483.78'**,
3. **S 24° 04' 12" E – 276.09'**,
4. **S 31° 32' 22" E – 420.19'**,
5. **S 22° 37' 42" E – 508.74'**,
6. **S 08° 04' 32" E – 490.91'**, to a calculated point at the northeast corner of said 58.19 Acre tract, for a corner of the herein described tract, from which a 1" metal pipe found for reference bears **S 86°01'04" W – 126.25'**;

THENCE in a continuing in a southerly direction meandering with the approximate right bank of the Leon River the following courses and distances:

1. **S. 06° 48' 50" E. - 349.76'** (Rec. S. 06°38'21" E. – 345.71') to a calculated point for a corner of the herein described tract;
2. **S. 18° 21' 53" E. – 381.07'** (Rec. S. 18°18'15" E. – 381.07') to a calculated point for a corner of the herein described tract;
3. **S. 25° 52' 48" E. – 284.08'** (Rec. S. 25°49'10" E. – 284.08') to a 40 inch Cottonwood Tree found, being the most easterly southeast corner of said 58.19 acre tract, same being the northeast corner of said 4.50 acre tract, for a corner of the herein described tract;

THENCE continuing in a southerly direction meandering with the right bank of the Leon River, same being the east line of said 4.50 acre tract (Rec. with bank S. 01°22'04" W., 767.10'), the following courses and distances:

1. **S. 09° 48' 27" E. – 128.13'** to a calculated point for a corner of the herein described tract;
2. **S. 04° 03' 00" E. – 186.00'** to a calculated point for a corner of the herein described tract;
3. **S. 02° 52' 25" W. – 124.78'** to a calculated point for a corner of the herein described tract;
4. **S. 07° 28' 38" W. – 332.36'** to a calculated point, being the most easterly southeast corner of said 4.50 acre tract, same being the northeast corner of a called 7.468 acre tract conveyed to DGPM Properties, L.L.C. in Document Number 2015-00023006, Official Public Records of Real Property, Bell County, Texas, for the most easterly southeast corner of the herein described tract;

THENCE in a westerly direction departing the said right bank of the Leon River, with a north line of said 7.468 acre tract, same being a south line of said 4.50 acre tract, (Rec. N. 87°10'16" W., 153.60') **N. 87° 30' 08" W., 153.60'** to a 3/4" iron rod found being an interior corner of said 7.468 acre tract, same being an interior corner of said 4.50 acre tract, for an interior corner of the herein described tract;

THENCE with the north line of said 4.50 acre tract, same being the south line of said 7.468 acre tract the following courses and distances:

1. **S. 08° 49' 07" W., - 152.06'** (Rec. S. 09°07'05" W., - 152.07') to a 3/4" iron rod found for a corner of the herein described tract;
2. **N. 86° 02' 11" W., - 75.30'** (Rec. N. 85°47'57" W., - 75.85') to a 3/4" iron rod found for a corner of the herein described tract;
3. **S. 04° 26' 41" W., - 42.97'** (Rec. S. 04°04'14" W., - 42.99') to a 3/4" iron rod found for a corner of the herein described tract;
4. **N. 88° 39' 00" W., - 88.07'** (Rec. N. 88°13'58" W., - 87.39') to a 3/4" iron rod found on an east line of said 58.19 acre tract, being the most westerly

Surveyor's Field Notes for **149.08 ACRES** (continued):

northwest corner of said 7.468 acre tract, same being the southwest corner of said 4.50 acre tract, for an interior corner of the herein described tract;

THENCE in a southerly direction with a the west line of said 7.468 acre tract, same being an east line of said 58.19 acre tract (*Rec. S. 12°10'06" W., 317.24'*) **S. 12° 06' 46" W., 317.16'** to a 3/4" iron rod found, being an interior corner of said 7.468 acre tract, same being a corner of said 58.19 acre tract, for a corner of the herein described tract;

THENCE in a southwesterly direction with a north line of said 7.468 acre tract, same being a south line of said 58.19 acre tract (*Rec. S. 57°52'24" W., 244.39'*) **S. 57° 33' 03" W., 244.31'** to a 1/2" iron rod found, for a corner of the herein described tract;

THENCE continuing in a southwesterly direction with a north line of said 7.468 acre tract, same being a south line of said 58.19 acre tract, (*Rec. S. 65°46'00" W., 458.12'*) **S. 65° 25' 01" W., 458.14'** to a 1/2" iron rod found at the beginning of a curve to the left, being on the north right of way of 13th Avenue, same being a corner of said 7.468 acre tract, same being the southeast corner of said 58.19 acre tract, for most southerly southeast corner of the herein described tract;

THENCE in a westerly direction with the north right of way of said 13th Avenue and with said curve to the left, (*Rec. 266.51'*) **266.46'**, having a *radius of 555.00'* and a *long chord which bears S. 87° 55' 16" W., 263.91'* to a 1/2" iron rod found on the east right of way of Park Avenue, being the southwest corner of said 58.19 acre tract, for the southwest corner of the herein described tract;

THENCE in a northerly direction departing said north right of way of 13th Avenue, with the said east right of way of Park Avenue, same being a west line of said 58.19 acre tract, (*Rec. N. 15°36'12" W., 60.58'*) **N. 15° 53' 03" W., 60.43'**, to a 1/2" iron rod found, being an angle point in the said east right of way of Park Avenue, same being an angle point in the west line of said 58.19 acre tract, for a corner of the herein described tract;

THENCE continuing in a northerly direction with said east right of way of Park Avenue, same being a west line of said 58.19 acre tract, (*Rec. N. 03° 01' 43" E., 1002.15'*) **N. 02° 27' 44" E., 1001.81'** to a 1/2" iron rod found, being an angle point on the east line of a called 51.81 acre tract conveyed to William F. Long and wife, Kathryn Long in Volume 2919, Page 666, Official Records of Real Property, Bell County, Texas, same being an angle point of on the west line of said 58.19 acre tract, for a corner of the herein described tract;

THENCE continuing in a northerly direction with the east line of said 51.81 acre tract, same being the west line of said 58.19 acre tract, (*Rec. N. 01°05'13" E., 642.77'*) **N. 00° 53' 42" E., 642.86'**, to a 1/2" iron rod found, being an angle point in the east line of said 51.81 acre tract, same being an angle point in west line of said 58.19 acre tract, for a corner of the herein described tract;

THENCE continuing in a northerly direction, with the east line of said 51.81 acre tract, being the east line of a called 7.274 acre tract conveyed to Don H. Cast in Volume 2788, Page 759, Official Public Records of Real Property, Bell County, Texas, same being the west line of said 58.19 acre tract, (*Rec. N. 08°43'36" W., 813.96'*) **N. 08° 52' 35" W., 814.50'**, to a 5/8" iron rod with ACS cap set on the south line of said 85.82 acre tract, being the northeast corner of said 7.274 acre tract, same being the northwest corner of said 58.19 acre tract, for an interior corner of the herein described tract;

Surveyor's Field Notes for **149.08 ACRES** (continued):

THENCE, in a westerly direction, with the south line of said 85.82 Acre tract; (Rec. S 87° 56' 01" W), same being the north line of said 7.274 Acre tract, **S 87° 56' 01" W – 288.71'** a 5/8" iron rod with cap stamped "ACS" found, and **S 87° 33' 52" W – 162.82'**, to the **POINT OF BEGINNING** and containing 149.08 Acres of Land.

Bearings cited herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations, utilizing the Western Data Systems network.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 149.08 Acre tract.

Surveyed July 12, 2018

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

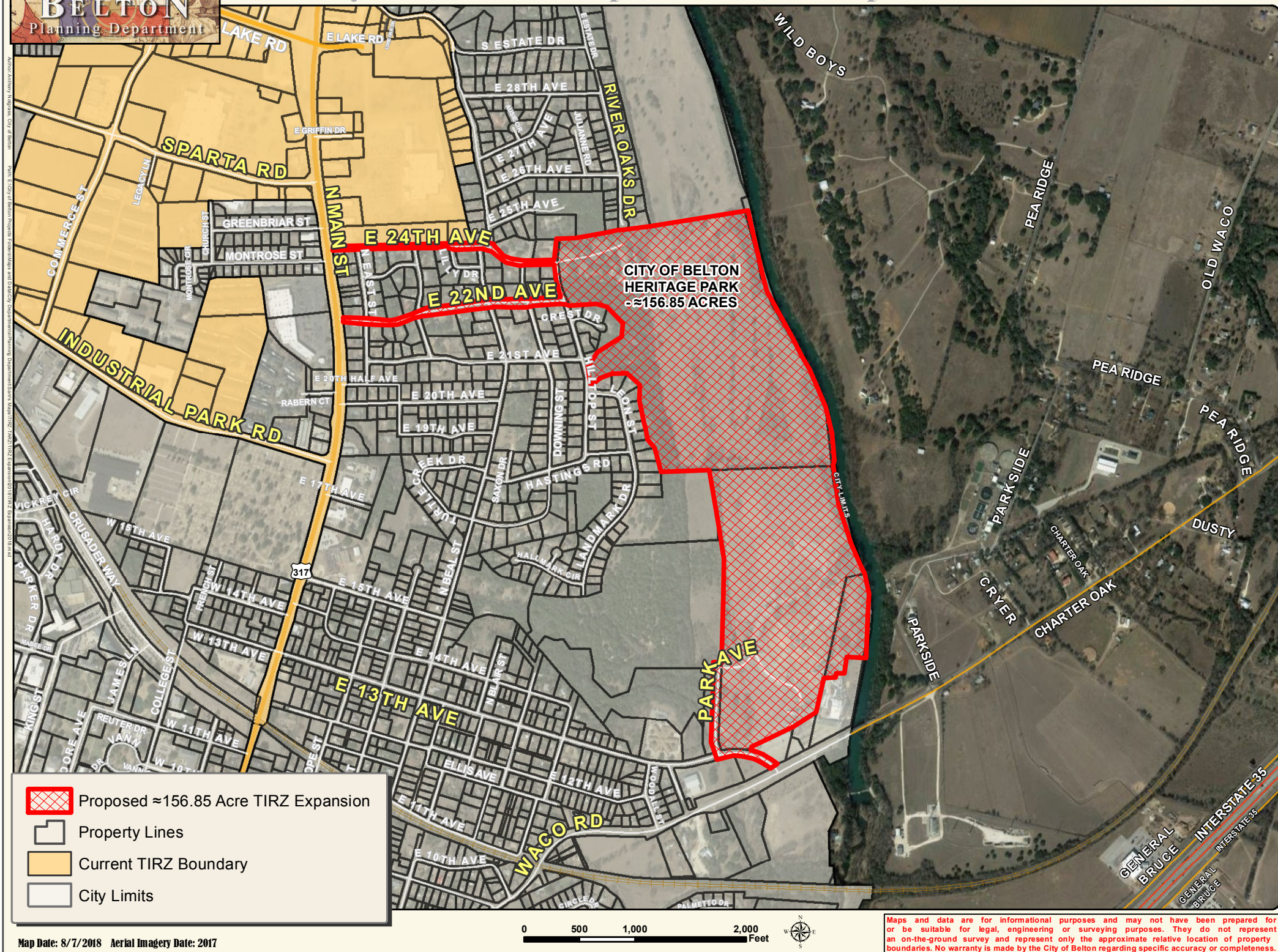
Tx. Firm Lic. No. 10023600

server/projects/pro180000/180500/180580/180580 149.08 AC FN.doc



Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

A handwritten signature in blue ink, appearing to read "C. Lucko", written over the printed name and registration number.

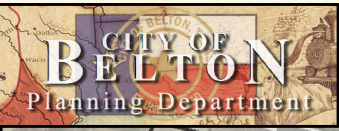


**City of Belton, Texas
TIRZ Boundary Expansion
Old Standpipe Site
August 2018**

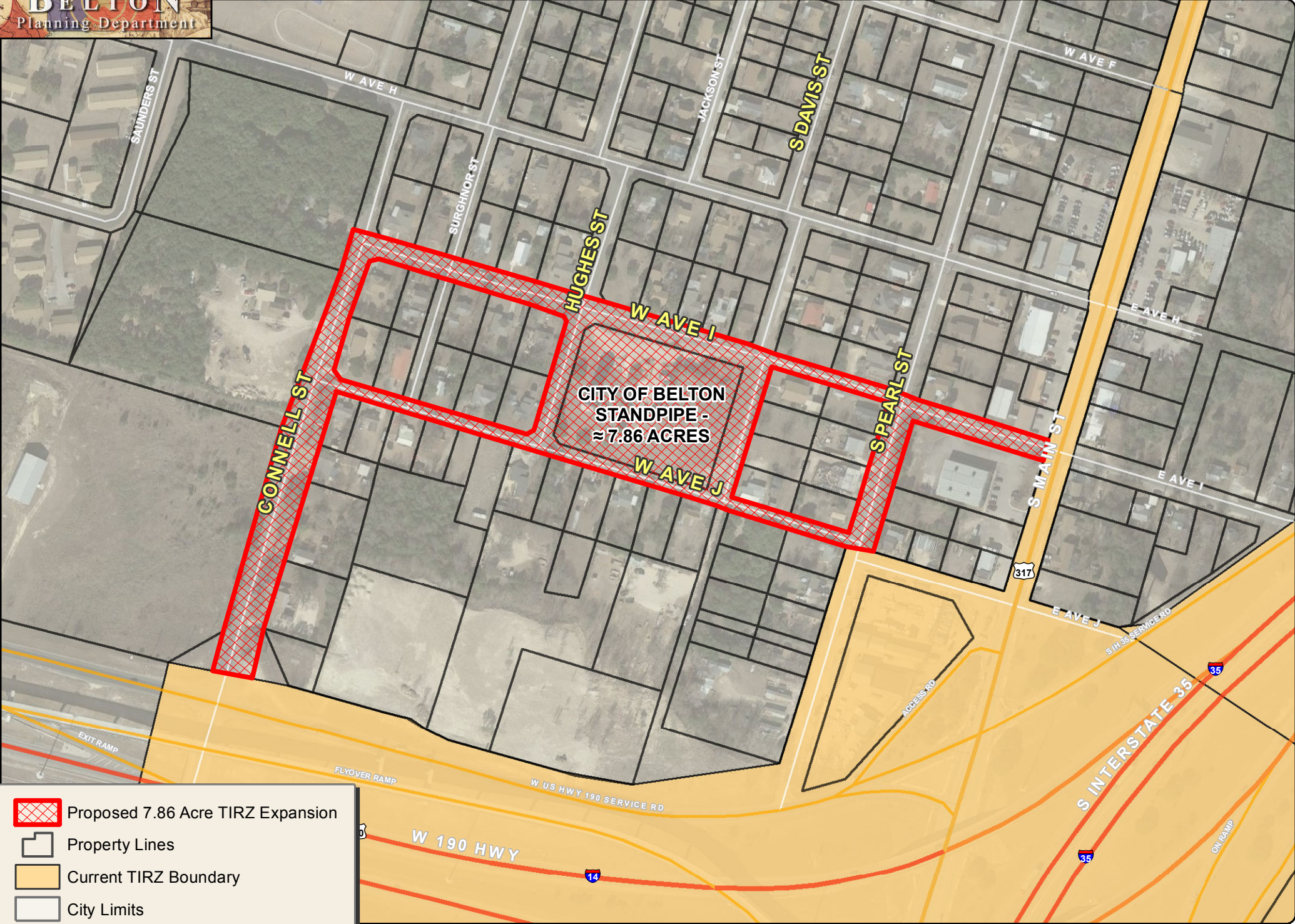
BOUNDARY DESCRIPTION

1. Beginning at the intersection of the west ROW line of IH14/S. Connell Street and extending northward approximately 1,020’ to its intersection with the north ROW line of West Avenue I and including the Connell Street ROW in its entirety between IH14 and W. Avenue I; thence
2. Easterly along the north ROW line of W. Avenue I, a distance of approximately 1,600’ to its intersection with the west ROW line of S. Main Street (TX317); thence
3. Southerly along the west ROW line of S. Main Street (TX317), a distance of approximately 45’; thence
4. Westerly along the south ROW line of W. Avenue I, a distance of approximately 1,550’ to its intersection with the east ROW of S. Connell Street, including the W. Avenue I ROW in its entirety between S. Main Street and S. Connell Street; thence
5. S. Pearl Street, S. Davis Street, and S. Hughes Street ROW’s, between the north ROW line of W. Avenue I and the south ROW line of W. Avenue J, a distance of approximately 360’; thence
6. Easterly along the north ROW line of W. Avenue J to the east ROW line of S. Pearl, a distance of approximately 1,190’, south along the S. Pearl ROW to the south ROW line of W. Avenue J, westward to the intersection with the east ROW line of S. Connell Street, and including the W. Avenue J ROW in its entirety between S. Connell Street and S. Pearl Street; thence
7. Lot 2, Block 6, Belton Original Town, Property ID 20457, comprising the entire block bounded by W. Avenue I and W. Avenue J, and S. Davis Street and Hughes Street; thence
8. Westward from the intersection of the east ROW line of Hughes Street and the north ROW of W. Avenue J to the east ROW line of S. Connell Street, a distance of approximately 520’; thence
9. Southerly along the east side of S. Connell Street ROW to its intersection with IH14, a distance of approximately 700’; thence
10. Westerly along the north side of IH14 ROW to the west ROW line of S. Connell Street, a distance of approximately 90’ to the point of beginning in this TIRZ boundary expansion.

Estimated Acreage: 7.86 acres



City of Belton Proposed TIRZ Expansion



- Proposed 7.86 Acre TIRZ Expansion
- Property Lines
- Current TIRZ Boundary
- City Limits

Map Date: 8/7/2018 Aerial Imagery Date: 2017



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

Sec. 311.007. CHANGING BOUNDARIES OR TERM OF EXISTING ZONE. (a) Subject to the limitations provided by Section 311.006, if applicable, the boundaries of an existing reinvestment zone may be reduced or enlarged by ordinance or resolution of the governing body of the municipality or by order or resolution of the governing body of the county that created the zone.

(b) The governing body of the municipality or county may enlarge an existing reinvestment zone to include an area described in a petition requesting that the area be included in the zone if the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The composition of the board of directors of the zone continues to be governed by Section 311.009(a) or (b), whichever applied to the zone immediately before the enlargement of the zone, except that the membership of the board must conform to the requirements of the applicable subsection of Section 311.009 as applied to the zone after its enlargement. The provision of Section 311.006(b) relating to the amount of property used for residential purposes that may be included in the zone does not apply to the enlargement of a zone under this subsection.

(c) The governing body of the municipality or county that designated a reinvestment zone by ordinance or resolution or by order or resolution, respectively, may extend the term of all or a portion of the zone after notice and hearing in the manner provided for the designation of the zone. A taxing unit other than the municipality or county that designated the zone is not required to participate in the zone or portion of the zone for the extended term unless the taxing unit enters into a written agreement to do so.

COUNCIL AGENDA ITEM #6 AMEND TIRZ NO. 1 BOUNDARY

CITY COUNCIL MEETING

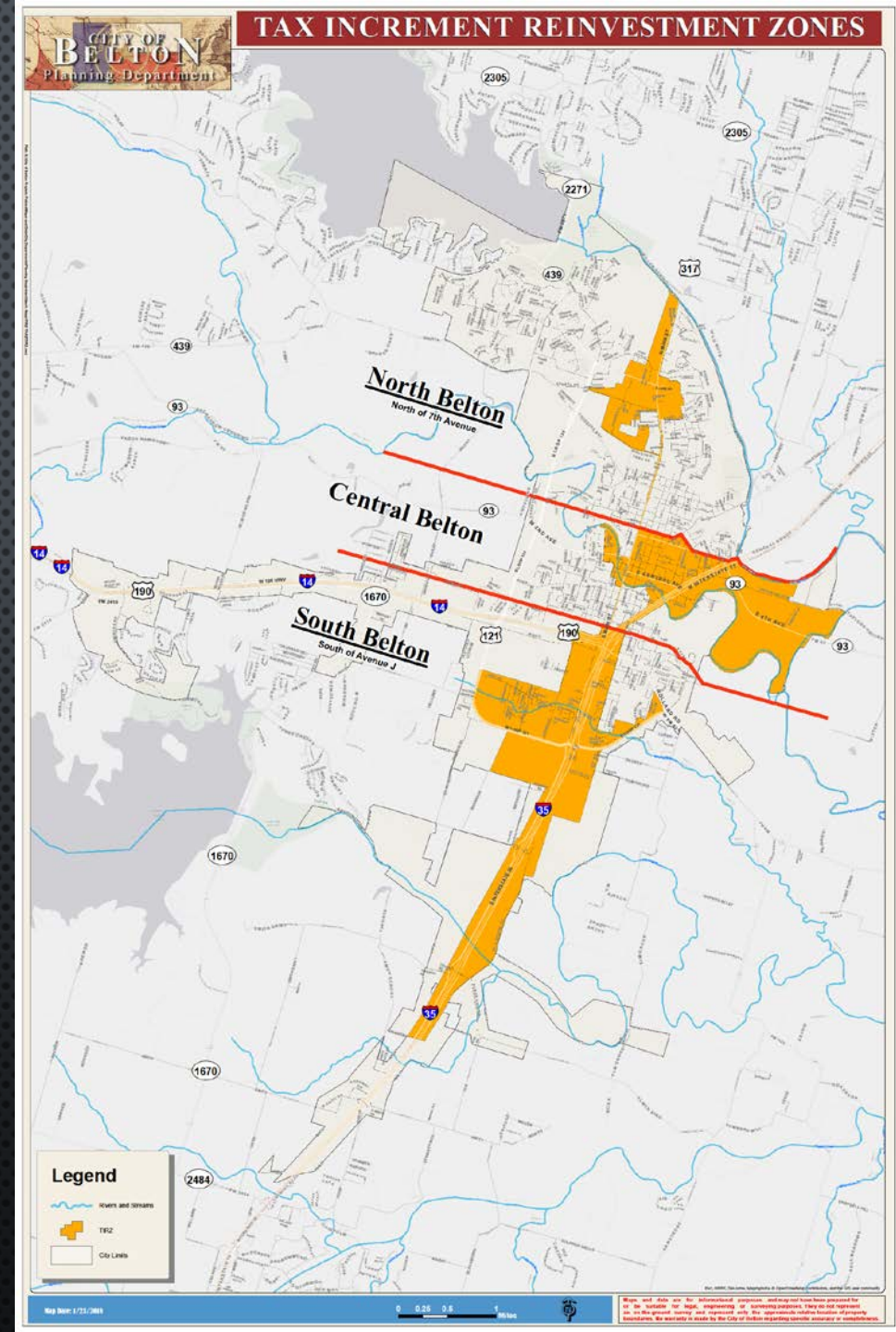
AUGUST 14, 2018



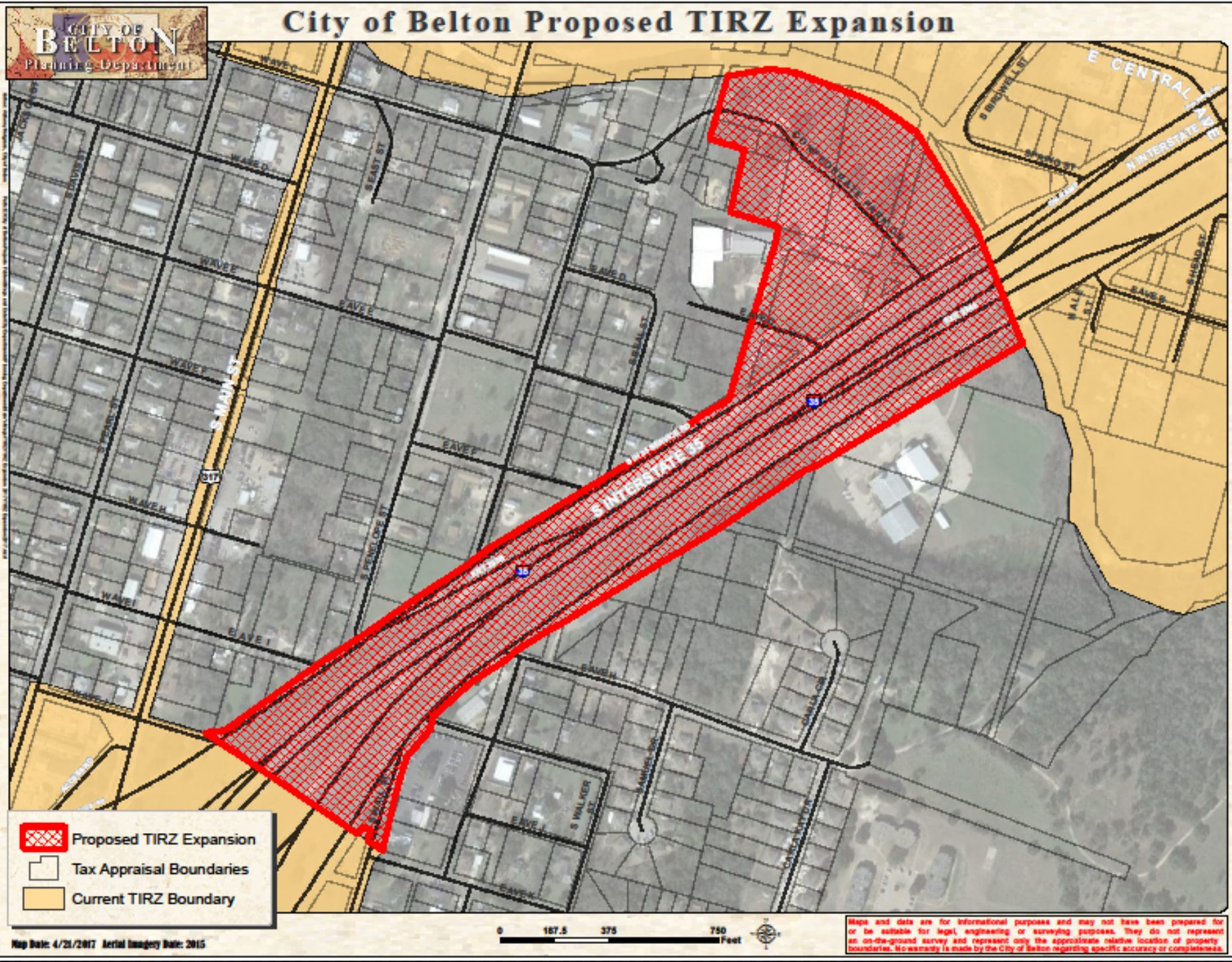
TIRZ BOUNDARY MAP

TIRZ NO. 1 CREATED IN 2004

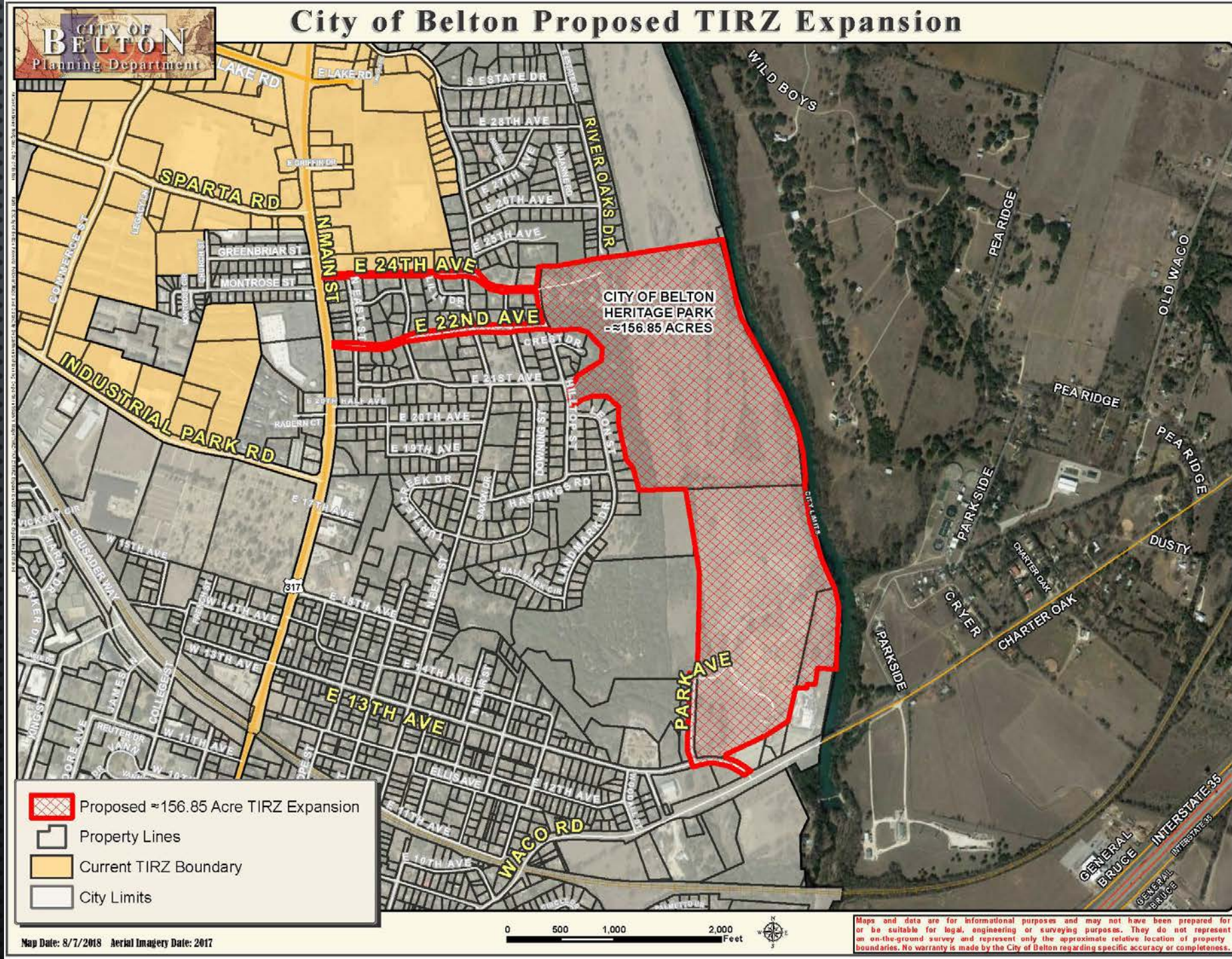
AMENDED IN 2017



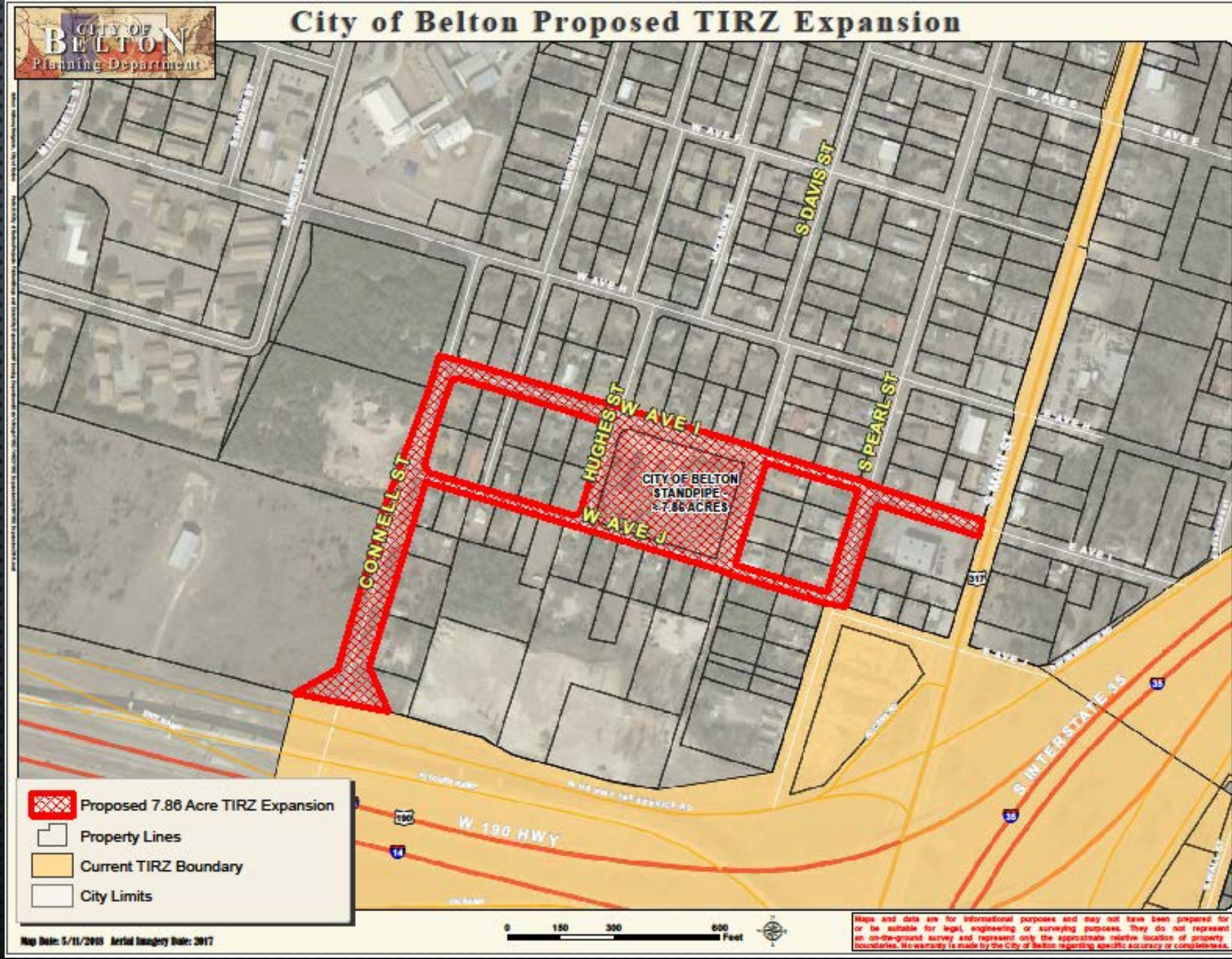
TIRZ NO. 1
2017
AMENDMENT
ALONG IH-35



PROPOSED TIRZ NO. 1 EXPANSION "A"



PROPOSED TIRZ NO. 1 EXPANSION "B"



PROPOSED TIRZ NO. 1 EXPANSIONS

Summary:

- Proposal would add publicly owned property in two areas shown on maps:
 - A. Approximately 156.85 acres – existing Heritage Park and recent addition of 85 acres, and TIRZ connecting streets, including E. 24th and E. 22nd connecting N. Main Street to park property; and
 - B. Approximately 7.86 acres – Block surrounding Historic Standpipe – Avenues I and J, and S. Hughes and S. Davis, and TIRZ connecting streets, including connecting site to existing TIRZ from Main Street to Pearl and to Connell.
- Amendment presented to TIRZ Board and was recommended unanimously on 07/25/18.

Recommendation:

- Recommend approval of ordinance.



Staff Report – City Council Agenda Item



Agenda Item #7

Consider authorizing the City Manager to execute the following contracts:

- A. A concrete contract for the annual construction materials for infrastructure projects for one year, and any change orders associated with the contract, not to exceed the amount authorized under state law; and
- B. A concrete contract for repair of the Lake Road sidewalks for one year, and any change orders associated with the contract, not to exceed the amount authorized under state law.

Originating Department

Public Works – Angellia Points, P.E., Director of Public Works /City Engineer

Background

Annually, the City enters into a contract with a construction company or materials provider to have access to items such as hot mix asphaltic concrete (HMAC), construction of sidewalks, bedding materials, and crushed limestone road base. The materials are used for typical maintenance work, internal capital improvement projects, and other miscellaneous work that the City performs. In the past, Public Works has provided the excavation, preparation of right-of-way, preparation of subgrade, processing of limestone base, traffic control, and final site restoration.

On May 9, 2017, contracts were awarded to the following firms, with two one-year extensions possible:

- Concrete – Dixon Paving
- HMAC – Oldcastle-Wheeler
- Pipe Bedding – Lonestar Grading and Materials
- Road Base - Lonestar Grading and Materials

On May 22, 2018, the Lonestar Grading and Materials contracts were renewed for pipe bedding and road base. On June 26, 2017, the Oldcastle-Wheeler HMAC contract was renewed for another year.

The contract for concrete needed to be reworked to include turn-key sidewalk and curb construction, as well as expanded to include the FM439 sidewalk repair. The concrete bid was developed to include two separate bid items: Bid A for miscellaneous concrete items and Bid B for the FM439/Lake Road sidewalks. Bid A includes all of the miscellaneous concrete infrastructure needs, such as replacement

sidewalks, new curb and gutter, driveways, pedestrian ramps, etc. As done in previous years, materials/work are ordered on an as-needed basis by the Director of Public Works. Bid B includes replacing the settled sidewalk panels along FM439. Although the Public Works Department has planned to repair the sidewalk for a few years, the work has yet to be completed due to other priority projects and workload for an existing staff of seven workers. For both bids, the City reserves the right to order only what is needed at the sole discretion of the City. Due to this stipulation, the approved amounts do not represent the absolute cost of the contract, but are instead guaranteed unit prices from the contractor for the listed items.

The concrete bid was advertised and bids were received on July 24, 2018. The bids received, listed lowest to highest, are as follows:

Bid A – Misc. Concrete Items

Dixon Paving, Inc., Belton	\$481,420.00
Lone Star Grading & Materials LLC, Salado	\$583,700.00
Construction Services, Inc., Austin	\$637,132.70
Prota, Inc., Austin	\$761,029.00

Bid B – FM439 Sidewalks

Lone Star Grading & Materials LLC, Salado	\$30,975.00
Prota, Inc., Austin	\$46,466.00
Construction Services, Inc., Austin	\$57,750.00
Dixon Paving, Inc., Belton	\$58,700.00

For Bid A, the low bidder was Dixon Paving, Inc. of Belton. The City of Belton has worked with Dixon Paving for several years under the City's annual infrastructure contract. Dixon Paving is aware that work must be completed according to the City of Belton's requirements and within four (4) weeks from receipt of notice about the work. Dixon Paving did not acknowledge Addendum No. 1 in the bid submittal. However, Addendum No. 1 did not have any effect on the bid pricing or construction methods. In addition, the City has the right to waive irregularities, including the requirement to acknowledge Addendum No. 1.

For Bid B, the low bidder was Lone Star Grading & Materials LLC of Salado. The City of Belton is familiar with Lone Star Grading & Materials' work in the private sector, as well as a performing as a subcontractor on a few City of Belton projects. Staff believes Lone Star will be able to perform the sidewalks repairs successfully, including development and implementation of an acceptable traffic control plan for TxDOT approval.

Fiscal Impact

Bid tabulations are attached for the contracts, and fiscal impact will vary from project to project. The funding sources will be operating budget, capital project funds, and bond funds as appropriate.

Budgeted: ☒ Yes

☐ No

☒ Capital Project Funds, TIRZ Funds, Etc.

Recommendation

- A. Authorize the City Manager to execute a contract for Bid A for miscellaneous concrete infrastructure with Dixon Paving, Inc. of Belton, and any change orders associated with the contract for one year, not to exceed the amount authorized under state law.
- B. Authorize the City Manager to execute a contract for Bid B for Lake Road Sidewalk Repairs with Lone Star Grading & Materials LLC of Salado, and any change orders associated with the contract for one year, not to exceed the amount authorized under state law.

Attachments

Letter of Recommendation

Bid Tabulations

MEMO



Date: July 24, 2018

To: Sam Listi, City Manager

Cc: Amy Casey, City Clerk

From: Angellia Points, P.E. Director of Public Works/City Engineer

Re: 2018 Concrete Infrastructure Contract and Lake Road Repair Contract - Recommendation of Award

On July 24, 2018, at 2:00 PM, sealed bids for the 2018 Concrete Infrastructure Contract were opened and read aloud publicly in the Main Conference Room at Belton City Hall by the City Clerk, Amy M. Casey. A Bid Tabulation for the Bids received is attached to this memo.

There were four bidders for this project between both bids A and B. Bid A includes all of the miscellaneous concrete infrastructure needs, such as replacement sidewalks, new curb and gutter, driveways, pedestrian ramps, etc. Bid B includes replacing the settled sidewalk panels along FM439. Although the Public Works Department has planned to repair the sidewalk for a few years, the work has yet to be completed due to other priority projects and unexpected workload. Although a portion of Bid B may be able to be completed, due to budgetary constraints, at least a portion of the sidewalk would be corrected.

The following is data provided for a comparison of the bids received, listed lowest to highest:

Bid A – Misc. Concrete Items

Dixon Paving, Inc., Belton	\$481,420.00
Lone Star Grading & Materials LLC, Salado	\$583,700.00
Construction Services, Inc., Austin	\$637,132.70
Prota, Inc., Austin	\$761,029.00

Bid B – FM439 Sidewalks

Lone Star Grading & Materials LLC, Salado	\$30,975.00
Prota, Inc., Austin	\$46,466.00
Construction Services, Inc., Austin	\$57,750.00
Dixon Paving, Inc., Belton	\$58,700.00

For Bid A, the low bidder was Dixon Paving, Inc. of Belton. The City of Belton has worked with Dixon Paving over numerous years for the City's annual infrastructure contract. Dixon Paving is aware that work must be completed according to the City of Belton's requirements and within four (4) weeks of notification of the work. Dixon Paving did not acknowledge Addendum No. 1 in the bid submittal. However, Addendum No. 1 did not have any effect on the bid pricing or construction methods. In addition, the City has the right to waive certain requirements, including the requirement to acknowledge Addendum No. 1.

For Bid B, the low bidder was Lone Star Grading & Materials LLC of Salado. The City of Belton is familiar with Lone Star Grading & Materials' work in the private development project as well as a subcontractor to a few City of Belton projects. Staff believes Lone Star will be able to perform the sidewalks repairs successfully, including developing an acceptable traffic control plan for TxDOT approval and proper implementation of the approved traffic control plan.

Work under this contract will only be authorized as needed, and according to the budget amounts. Bidders were aware that there was no guaranteed maximum or minimum work to be performed under these contracts.

Therefore, at this time, I recommend that the City of Belton award Bid A to Dixon Paving, Inc. of Belton in the amount of \$481,420.00. I also recommend that the City of Belton award Bid B to Lone Star Grading & Materials LLC in the amount of \$30,975.00.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angellia C. Points', with a stylized flourish at the end.

Angellia C. Points, P.E.

Director of Public Works/City Engineer

Enclosure: Bid Tabulation

BID TABULATION 2018 Concrete Infrastructure Contract and FM439 Sidewalk Repair Bid Opening: July 24, 2018				City of Belton		Lone Star Grading & Materials LLC, Salado, Texas		Construction Services, Inc, Austin, Texas		Dixon Paving, Inc, Belton, Texas		Prota, Inc, Austin, Texas	
Item No.	Description	Unit	Proposal Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BID A - Misc. Concrete Items													
1	Mobilization and Traffic Control Implementation for work totalling up to \$10,000, Complete For	EA	8	\$ 1,200.00	\$ 9,600.00	\$ 1,100.00	\$ 8,800.00	\$ 1,800.00	\$ 14,400.00	\$ 1,200.00	\$ 9,600.00	\$ 3,252.00	\$ 26,016.00
2	Mobilization and Traffic Control Implementation for work totalling up to \$10,001 through \$25,000, Complete For	EA	5	\$ 1,200.00	\$ 6,000.00	1,100.00	\$ 5,500.00	2,300.00	\$ 11,500.00	1,400.00	\$ 7,000.00	3,533.00	\$ 17,665.00
3	Mobilization and Traffic Control Implementation for work more than \$25,000, Complete For	EA	4	\$ 1,200.00	\$ 4,800.00	1,100.00	\$ 4,400.00	4,200.00	\$ 16,800.00	1,800.00	\$ 7,200.00	4,969.00	\$ 19,876.00
4	24" Standard Curb and Gutter per City of Belton Details, Complete For	LF	4,000	\$ 27.00	\$ 108,000.00	25.00	\$ 100,000.00	30.63	\$ 122,520.00	24.00	\$ 96,000.00	46.00	\$ 184,000.00
5	18" Ribbon Curb per City of Belton Details, Complete For	LF	1,000	\$ 25.00	\$ 25,000.00	20.00	\$ 20,000.00	25.13	\$ 25,130.00	24.00	\$ 24,000.00	48.00	\$ 48,000.00
6	24" Mountable Curb per City of Belton Details, Complete For	LF	300	\$ 25.00	\$ 7,500.00	22.00	\$ 6,600.00	32.95	\$ 9,885.00	26.00	\$ 7,800.00	50.00	\$ 15,000.00
7	8" Thick Concrete Valley Gutter per City of Belton Details, Complete For	SY	150	\$ 55.00	\$ 8,250.00	80.00	\$ 12,000.00	111.28	\$ 16,692.00	48.00	\$ 7,200.00	104.00	\$ 15,600.00
8	6" Thick Concrete Driveway per City of Belton Details including Curb, Gutter, and Flat Work, Complete For	SY	60	\$ 120.00	\$ 7,200.00	90.00	\$ 5,400.00	101.59	\$ 6,095.40	42.00	\$ 2,520.00	117.00	\$ 7,020.00
9	5" Thick NEW Concrete Sidewalk per City of Belton Details, Complete For	SY	2,000	\$ 60.00	\$ 120,000.00	63.00	\$ 126,000.00	64.57	\$ 129,140.00	48.00	\$ 96,000.00	66.00	\$ 132,000.00
10	5" Thick Replacement Concrete Sidewalk per City of Belton Details, Complete For	SY	2,000	\$ 60.00	\$ 120,000.00	100.00	\$ 200,000.00	86.95	\$ 173,900.00	72.00	\$ 144,000.00	73.00	\$ 146,000.00
11	20-foot Concrete Radius Unit including Curb, Gutter, and Flat Work, Complete For	EA	2	\$ 3,000.00	\$ 6,000.00	3,000.00	\$ 6,000.00	3,745.72	\$ 7,491.44	2,400.00	\$ 4,800.00	3,972.00	\$ 7,944.00
12	40-foot Concrete Radius Unit including Curb, Gutter, and Flat Work, Complete For	EA	2	\$ 3,500.00	\$ 7,000.00	6,000.00	\$ 12,000.00	6,959.61	\$ 13,919.22	3,200.00	\$ 6,400.00	7,944.00	\$ 15,888.00
13	TxDOT Pedestrain Ramp Type 1, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	2,089.95	\$ 4,179.90	850.00	\$ 1,700.00	2,731.00	\$ 5,462.00
14	TxDOT Pedestrain Ramp Type 2, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	2,551.87	\$ 5,103.74	1,050.00	\$ 2,100.00	4,475.00	\$ 8,950.00
15	TxDOT Pedestrain Ramp Type 3, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	2,695.32	\$ 5,390.64	1,050.00	\$ 2,100.00	4,475.00	\$ 8,950.00
16	TxDOT Pedestrain Ramp Type 6, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	2,159.27	\$ 4,318.54	950.00	\$ 1,900.00	3,487.00	\$ 6,974.00
17	TxDOT Pedestrain Ramp Type 7, Complete For	EA	4	\$ 1,000.00	\$ 4,000.00	1,500.00	\$ 6,000.00	1,979.32	\$ 7,917.28	1,150.00	\$ 4,600.00	4,286.00	\$ 17,144.00
18	TxDOT Pedestrain Ramp Type 10, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	1,948.41	\$ 3,896.82	950.00	\$ 1,900.00	4,293.00	\$ 8,586.00
19	TxDOT Pedestrain Ramp Type 11, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	2,180.00	\$ 4,360.00	1,050.00	\$ 2,100.00	4,580.00	\$ 9,160.00
20	TxDOT Pedestrain Ramp Type 22, Complete For	EA	2	\$ 1,000.00	\$ 2,000.00	1,500.00	\$ 3,000.00	2,246.36	\$ 4,492.72	1,250.00	\$ 2,500.00	5,397.00	\$ 10,794.00
21	Items Requested by Owner not specified or itemized on the Bid Schedule For	LS	1	\$ 50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00
TOTAL BID A					\$ 497,350.00	\$ 583,700.00	\$ 637,132.70	\$ 481,420.00	\$ 761,029.00				

BID B - FM439 Sidewalks													
1	Mobilization, Bonds, and Insurance for FM439 Sidewalk Project, not to exceed 5% of total Base Bid B, Complete For	LS	1	\$ 1,325.00	\$ 1,325.00	\$ 1,475.00	\$ 1,475.00	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00	\$ 2,300.00	\$ 2,300.00
2	Prepare Traffic Control Plan for FM439 Sidewalk Work for TxDOT Review and Approval, Complete For	LS	1	\$ 3,000.00	\$ 3,000.00	1,500.00	\$ 1,500.00	4,000.00	\$ 4,000.00	3,800.00	\$ 3,800.00	1,879.00	\$ 1,879.00
3	Implement Traffic Control Plan for FM439 Sidewalk Work, Complete For	MTH	3	\$ 2,500.00	\$ 7,500.00	3,000.00	\$ 9,000.00	5,000.00	\$ 15,000.00	12,000.00	\$ 36,000.00	5,429.00	\$ 16,287.00
4	Replacement of 5" Thick Concrete Sidewalk along FM439 between SH317 and FM2271 per City of Belton Details, Complete For	SY	200	\$ 80.00	\$ 16,000.00	95.00	\$ 19,000.00	180.00	\$ 36,000.00	82.00	\$ 16,400.00	130.00	\$ 26,000.00
TOTAL BID B					\$ 27,825.00	\$ 30,975.00	\$ 57,750.00	\$ 58,700.00	\$ 46,466.00				

BID SUMMARY		Lone Star Grading & Materials LLC, Salado, Texas		Construction Services, Inc, Austin, Texas		Dixon Paving, Inc, Belton, Texas		Prota, Inc, Austin, Texas	
Bid A		\$ 583,700.00		\$ 637,132.70		\$ 481,420.00		\$ 761,029.00	
Bid B		\$ 30,975.00		\$ 57,750.00		\$ 58,700.00		\$ 46,466.00	
Did Bidder Acknowledge Addendum No. 1?		YES		YES		NO		YES	
Did Bidder Provide 5% Bid Security?		YES		YES		YES		YES	

I hereby certify that this is a correct and true tabulation of all bids received for the 2018 Concrete Infrastructure Contract and FM439 Sidewalk Repair.

STATE OF TEXAS

ANGELLIA C. POINTS

115965

LICENSED PROFESSIONAL ENGINEER

Angellia C. Points, P.E.
City Engineer
City of Belton

Date 7/25/18

City Council

Annual Construction Materials Bid Concrete Contract & FM439 Sidewalks

Summary of Work

- Annually, the City awards a contract following a bid process for construction-related materials for projects.
- Materials are used in a variety of projects and maintenance work by City crews.
- A bid was developed with estimated quantities that may be needed throughout the year. The City will order materials on an as-needed basis, and is not obligated to use the full quantities shown in the bid document.
- In 2017, the materials included sidewalk construction, curb and gutter, asphalt, pipe bedding, and road base (crushed limestone).

Materials Contract

2017 Contracts:

Concrete Work - Dixon Paving

Asphalt – Oldcastle Materials

Pipe Bedding - Lonestar Grading & Materials

Road Base - Lonestar Grading & Materials

The bid packages explained the City's participation (i.e., prepping subgrade, traffic control, site restoration, etc.).

- Staff does not need to obtain additional quotes for every item (bid up front) every time a project and maintenance requires materials.
- Contract is valid for 1 calendar year with two 1-year extensions.
- First year was May 2017 – May 2018.
- **First 1-year extension was awarded for Pipe Bedding and Road Base on May 22, 2018.**
- **First 1-year extension was awarded for HMAC bid on June 26, 2018.**
- **Concrete bid was reworked, advertised, and bid on July 24, 2018.**

Bid Results – Low Bidders

Bid A – Misc. Concrete Items

Dixon Paving, Inc., Belton	\$481,420.00
Lone Star Grading & Materials LLC, Salado	\$583,700.00
Construction Services, Inc., Austin	\$637,132.70
Prota, Inc., Austin	\$761,029.00

Bid B – FM439 Sidewalks

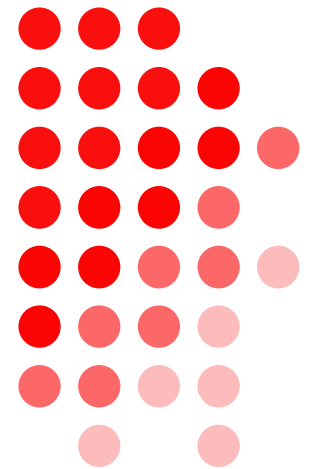
Lone Star Grading & Materials LLC, Salado	\$30,975.00 – Funding is available!
Prota, Inc., Austin	\$46,466.00
Construction Services, Inc., Austin	\$57,750.00
Dixon Paving, Inc., Belton	\$58,700.00

Recommendation

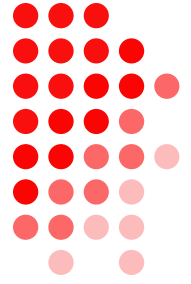
- A. Authorize the City Manager to execute a contract for Bid A for miscellaneous concrete infrastructure with Dixon Paving, Inc. of Belton, and any change orders associated with the contract for one year, not to exceed the amount authorized under state law.
- B. Authorize the City Manager to execute a contract for Bid B for Lake Road Sidewalk Repairs with Lone Star Grading & Materials LLC of Salado, and any change orders associated with the contract for one year, not to exceed the amount authorized under state law.

Ad Valorem and Sales Tax Discussion

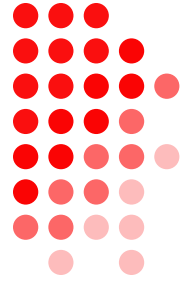
FY 2019 Proposed Budget



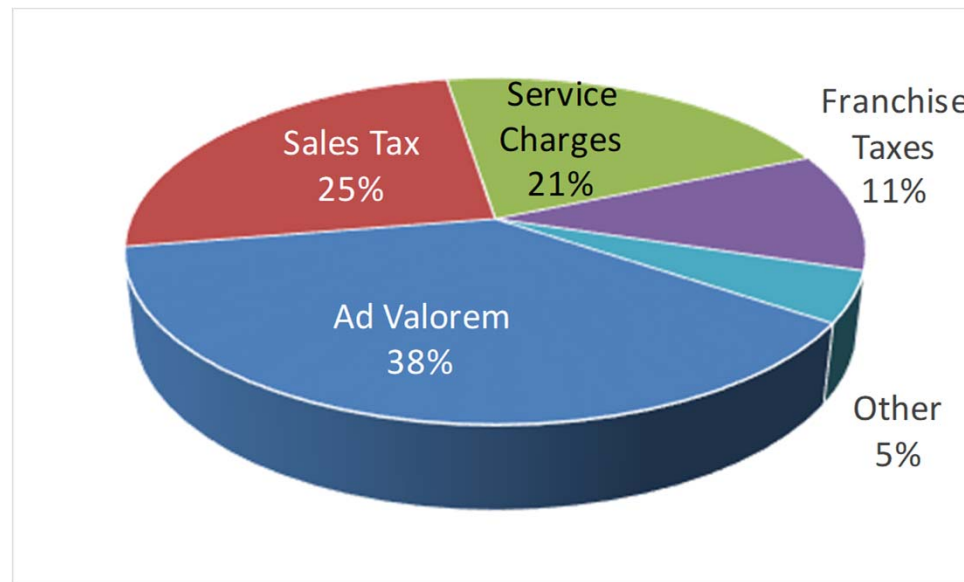
Overview



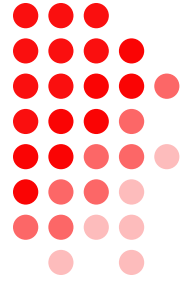
- Division of ad valorem and sales tax revenues
- History and purpose of dedicated ad valorem and sales taxes
- Provide big picture view of proposed FY 2019 budgeted ad valorem and sales tax revenues



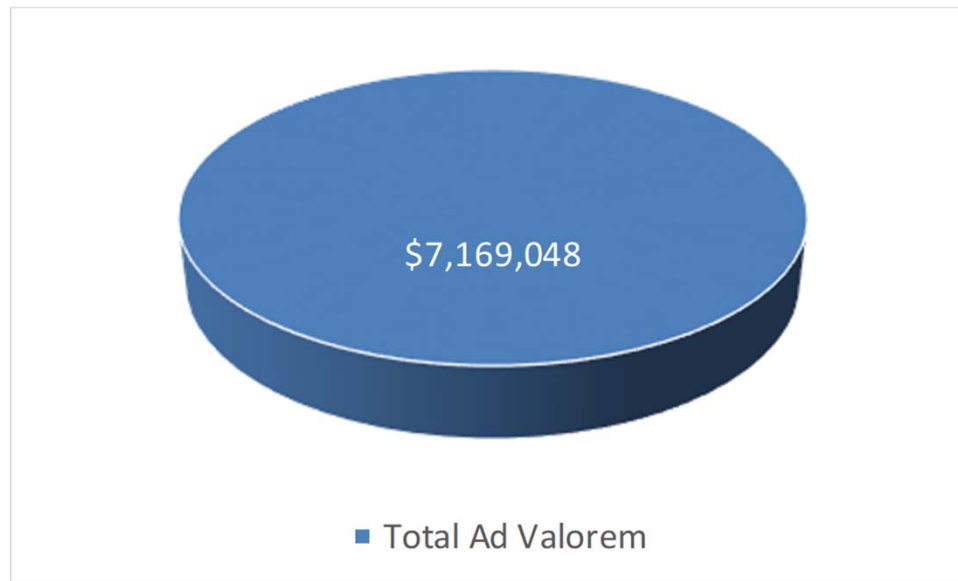
General Fund Revenues



- 63% of General Fund revenues come from ad valorem and sales taxes
- These revenue streams form two legs of the 'three-legged stool' that provide the funding for general City government operations

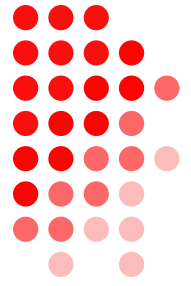


Ad Valorem Taxes

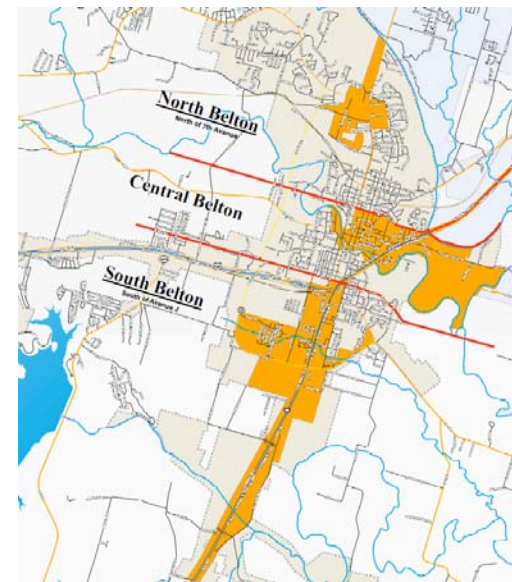
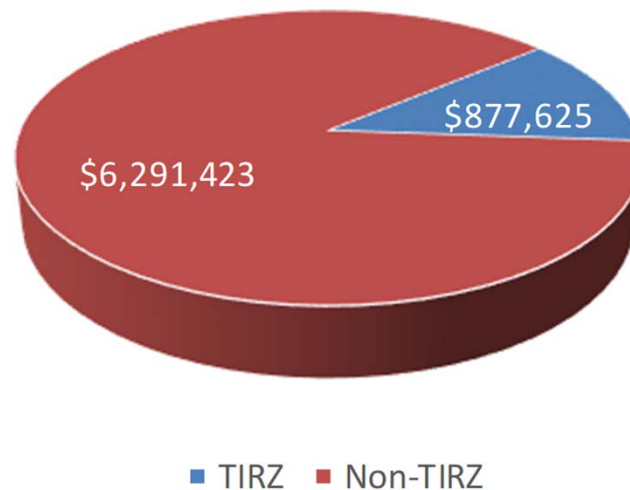


- A tax rate of \$0.6598 will generate a total levy of \$7,390,772
- At a collection rate of 97%, the levy generates \$7,169,048 in budgeted ad valorem revenue, split across three funds

Ad Valorem Taxes – TIRZ

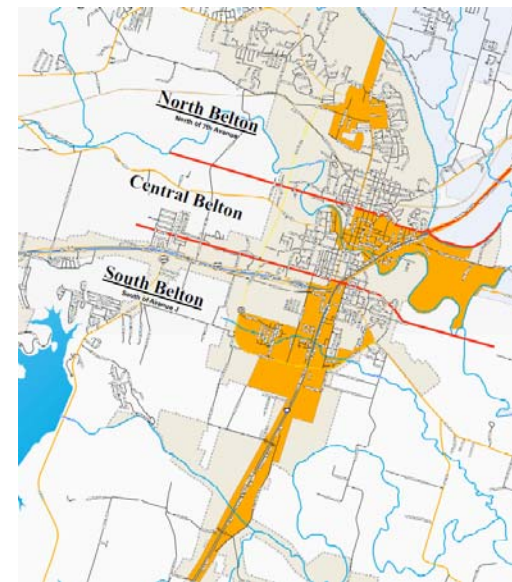
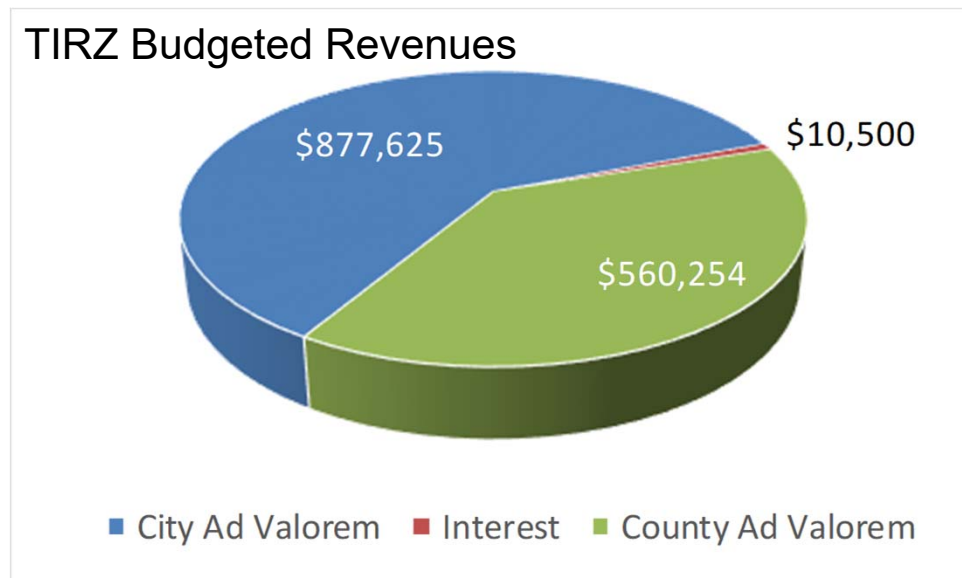
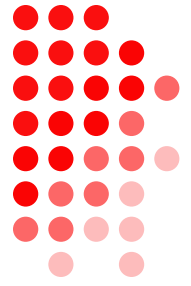


Ad Valorem Breakdown

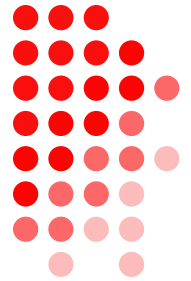


- Ad valorem taxes on the incremental value of properties within the Tax Increment Reinvestment Zone (TIRZ) are directed into the TIRZ Fund
- The baseline values for the TIRZ were established December 14, 2004

Ad Valorem Taxes – TIRZ

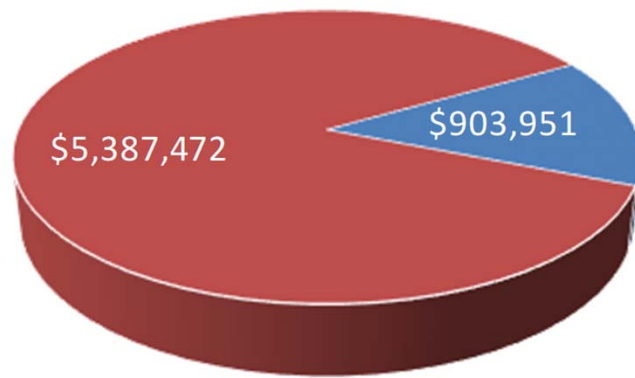


- Incremental City Ad valorem taxes are combined with those of the County and constitute a majority of the funding for the TIRZ
- TIRZ funds are restricted in their use by state law, and the focus of the annual budget is on development and redevelopment projects that enhance the value of the TIRZ



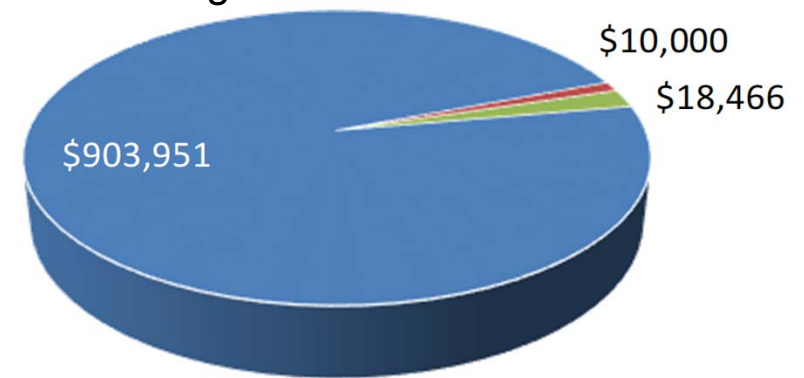
Ad Valorem Taxes – Debt Service

“Non-TIRZ” Ad Valorem Breakdown



■ Debt Service Fund ■ General Fund

Debt Service Budgeted Revenues



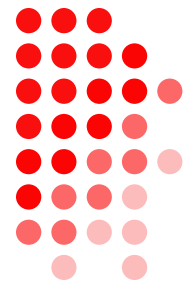
■ Ad Valorem ■ Interest ■ Delinquent Collections

- The City's top line tax rate is comprised of a maintenance and operations rate and debt service rate
- The individual rates determine the amount of ad valorem funding to the General Fund (M&O rate) and Debt Service Fund (debt service rate)

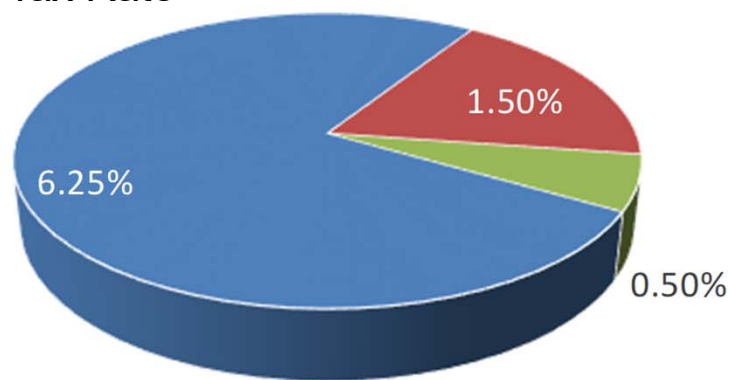
Rate Restrictions

- The debt service rate cannot exceed the rate needed to generate a levy sufficient to pay the legal obligations of the City
- The M&O rate cannot exceed 1.08 x the effective M&O rate

Sales Tax

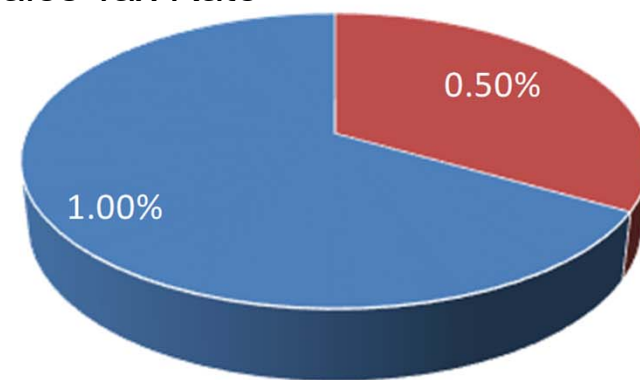


Sales Tax Rate



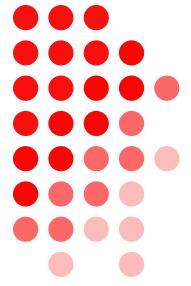
■ State of Texas ■ City of Belton ■ Bell County

City Sales Tax Rate



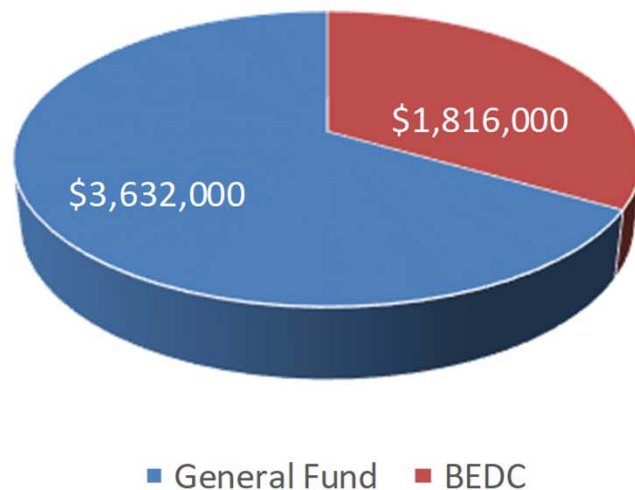
■ General Fund ■ BEDC

- The 8.25% sales tax rate is divided 6.25% to the State and 2.00% to local governments
- Bell County has adopted a 0.50% 'sales tax for property tax reduction'
- The City of Belton has a 1.00% sales tax to fund general operations and a 0.50% sales tax to fund the Belton Economic Development Corporation

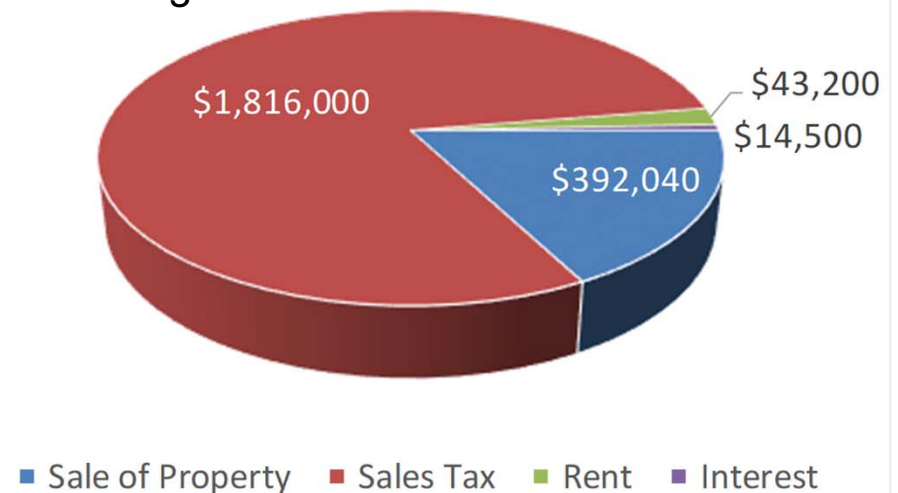


Sales Tax – BEDC

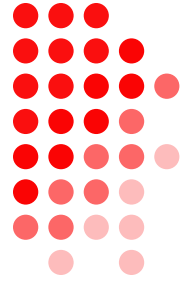
City Sales Tax Revenue



BEDC Budgeted Revenues



- The dedicated 0.50% economic development sales tax was adopted by the voters of the City in 1990 to fund the BEDC
- BEDC funds are restricted in their use by state law, and the focus of the annual budget is on the creation and retention of primary jobs



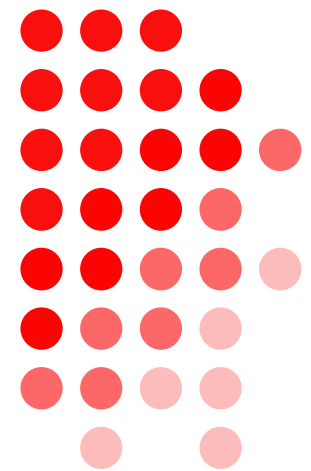
Comments and Questions

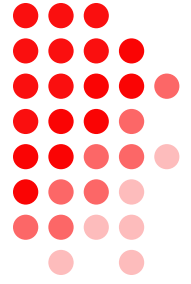
Presentations to follow:

- FY 2019 Tax Increment Reinvestment Zone Budget
- FY 2019 Belton Economic Development Corporation Budget
- FY 2019 General Fund Budget
- FY 2019 Debt Service Fund Budget
- FY 2019 Tax Rate Discussion

BEDC Budget

Fiscal Year 2019



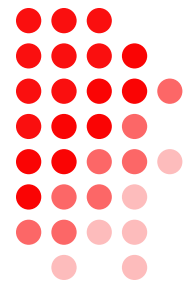


FY 2018 Projection

BEDC FY 2018		
Beginning Fund Balance		\$903,967
Projected Revenues	\$1,836,399	
Projected Expenditures	<u>(\$2,239,680)</u>	
Net Impact of Projected Budget		<u>(\$403,281)</u>
Projected Ending Fund Balance		<u><u>\$ 500,686</u></u>

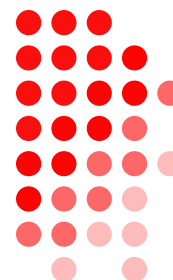
Fund Balance represents current assets less current liabilities; commonly referred to as working capital in the private sector

FY 2019 Proposed

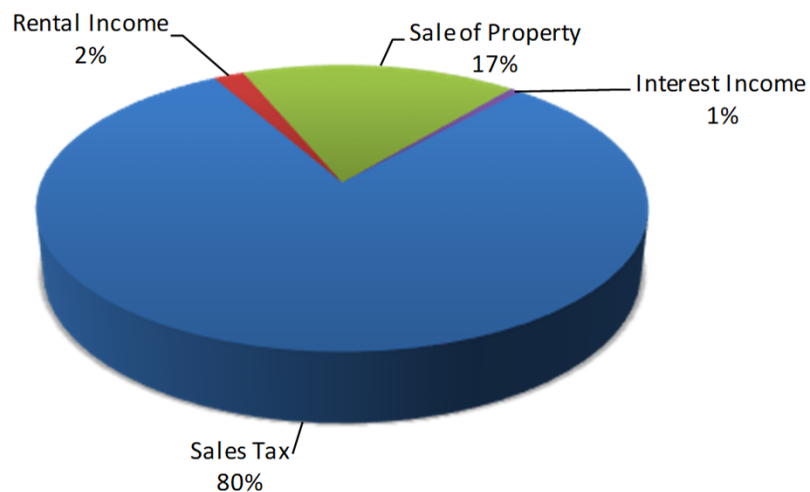


BEDC FY 2019		
Estimated Beginning Fund Balance		\$500,686
Projected Revenues	\$ 2,265,740	
Proposed Expenditures	<u>(\$2,260,139)</u>	
Net Impact of Proposed Budget		<u>\$5,601</u>
Projected Ending Fund Balance		<u><u>\$ 506,287</u></u>

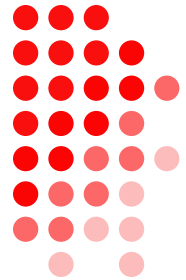
Revenues



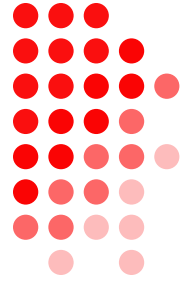
Description	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Sales Tax	\$1,638,491	\$1,685,000	\$1,766,275	\$1,816,000	\$131,000	7.77%
Rental Income	\$43,975	\$43,200	\$43,200	\$43,200	\$0	0.00%
Sale of Property	\$0	\$0	\$0	\$392,040	\$392,040	-
Contributions/Misc	\$240	\$1,700	\$8,000	\$0	(\$1,700)	-100.00%
Interest Income	\$36,419	\$40,000	\$18,924	\$14,500	(\$25,500)	-63.75%
Total Revenues	\$1,719,125	\$1,769,900	\$1,836,399	\$2,265,740	\$495,840	28.02%



Expenditures



Description	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Personnel	\$180,154	\$192,817	\$192,817	\$200,013	\$7,196	3.73%
Supplies	\$2,963	\$3,800	\$4,100	\$4,300	\$500	13.16%
Repairs & Maint	\$42,812	\$41,150	\$39,150	\$39,150	(\$2,000)	-4.86%
Services	<u>\$141,442</u>	<u>\$222,384</u>	<u>\$161,113</u>	<u>\$206,676</u>	<u>(\$15,708)</u>	<u>-7.06%</u>
Total O&M Expend	\$367,370	\$460,151	\$397,180	\$450,139	(\$10,012)	-2.18%
Debt Service	\$90,527	\$0	\$0	\$0	\$0	
Capital	\$175,310	\$293,000	\$53,000	\$290,000	(\$3,000)	-1.02%
Incentive Transfer	\$95,000	\$95,000	\$95,000	\$70,000	(\$25,000)	-26.32%
Infrastructure Transfer	\$190,000	\$0	\$0	\$0	\$0	
Capital Projects Transfer	\$4,100,000	\$1,694,500	\$1,694,500	\$1,450,000	(\$244,500)	-14.43%
Total Expenditures	\$5,018,208	\$2,542,651	\$2,239,680	\$2,260,139	(\$282,512)	-11.11%



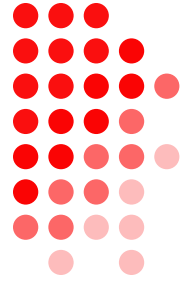
Capital Projects Fund

FY 2017 – FY 2019: \$7,244,500 in project funding

- \$4,100,000 in FY 2017
- \$1,694,500 in FY 2018
- \$1,450,000 in FY 2019 (proposed)

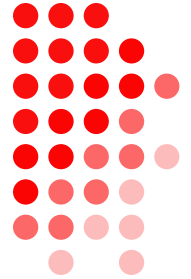
Key Projects

- Rockwool site enhancements
- Avenue D extension
- East Street rehabilitation
- IH-35 and IH-14 utility extensions
- Loop 121 local cost share



Incentives Fund

- 6/30/18 projected cash balance: \$1,787,400
- Total commitments outstanding: \$2,082,000
- Cash less long term commitments is (\$294,600)
- Balance to be funded through transfer and interest earnings
- FY 18 budgeted transfer from Operating Fund is \$95,000



Cash Flow Projections and Notes

Anticipate a combined fund balance of \$6,873,580 at 9/30/18

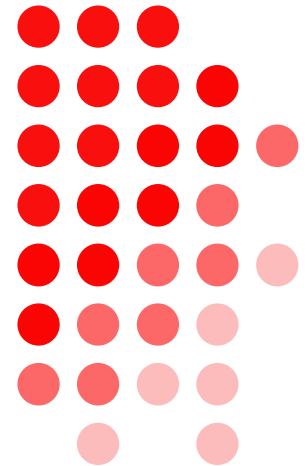
- \$500,686 in the Operating Fund
- \$1,679,503 in the Incentive Fund
- \$4,693,391 in Capital Projects Fund

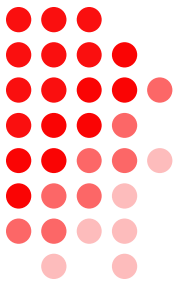
Anticipate a combined fund balance of \$2,158,983 at 9/30/19

- \$506,287 in the Operating Fund
- \$1,652,696 in the Incentive Fund
- \$0 in Capital Projects Fund

Tax Increment Reinvestment Zone

FY 2019 Proposed Budget





Summary of TIRZ Funds

Operating Fund

- Collects all ad valorem tax revenues
- Directly funds Façade Grants and Debt Service
- Transfers funds to General Fund, TIRZ Capital Projects, Drainage Fund

TIRZ Capital Projects Fund

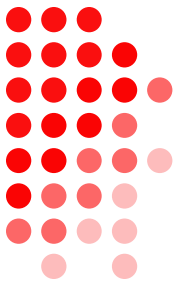
- Funds eligible, multi-year capital projects approved by the Board
- Receives transfers in from the Operating Fund
- Transfers funds to the TIRZ Bond Fund or other capital project funds

TIRZ Bond Fund (Dissolving at the end of FY 2018)

- Receives funds from bond proceeds and transfers from the capital project funds of the TIRZ, Water and Sewer and Drainage, and from the Belton Economic Development Corporation
- Funded the Sparta Road Project

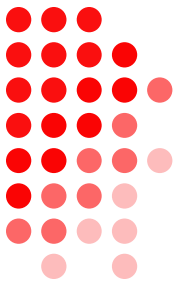
- TIRZ Fund -

Projected Beginning Fund Balance			\$	144,391
Projected Revenues				
	City		\$	877,625
	County		\$	560,254
	Interest		\$	10,500
Total Revenues			\$	1,448,380
Proposed Expenditures:				
	<i>Development</i>			
	Retail Development Coordinator		\$	57,053
	<i>Debt Service - Principal, Interest & Fees</i>			
	Principal, Interest, and Fees		\$	391,305
	<i>Downtown Revitalization:</i>			
	Downtown Façade Grants		\$	50,000
	<i>Other Public Improvements:</i>			
	Park Lane		\$	950,000
Total Expenditures			\$	(1,448,358)
Net Impact of Budget on Fund Balance			\$	22
Projected Ending Fund Balance			\$	144,412

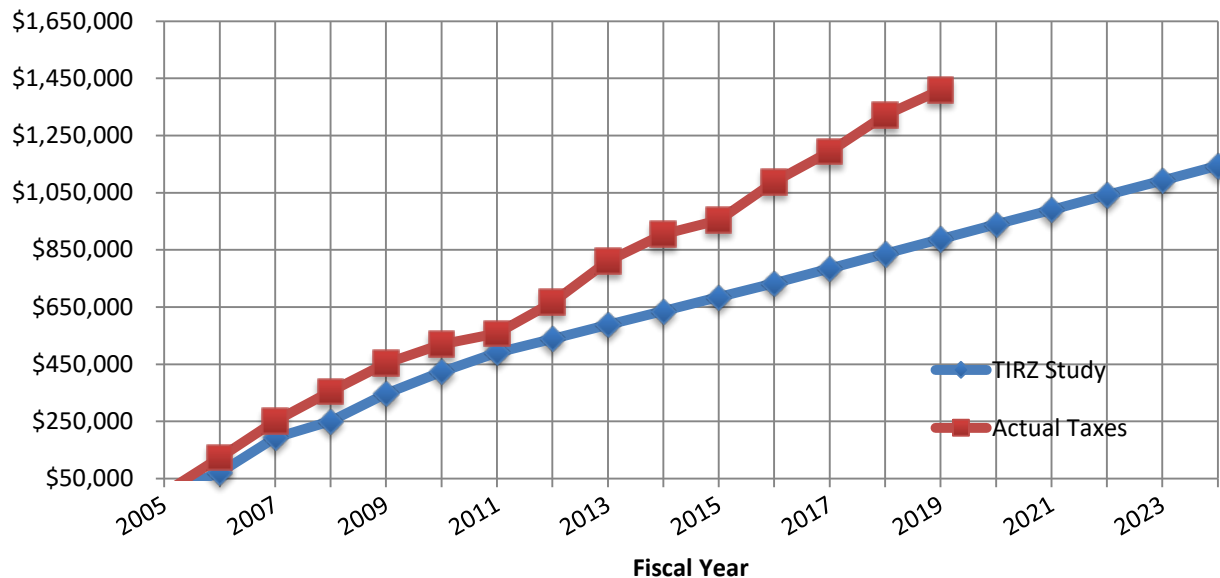


FY 2019 TIRZ Operating Fund

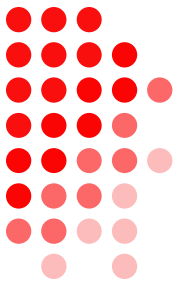
Revenues



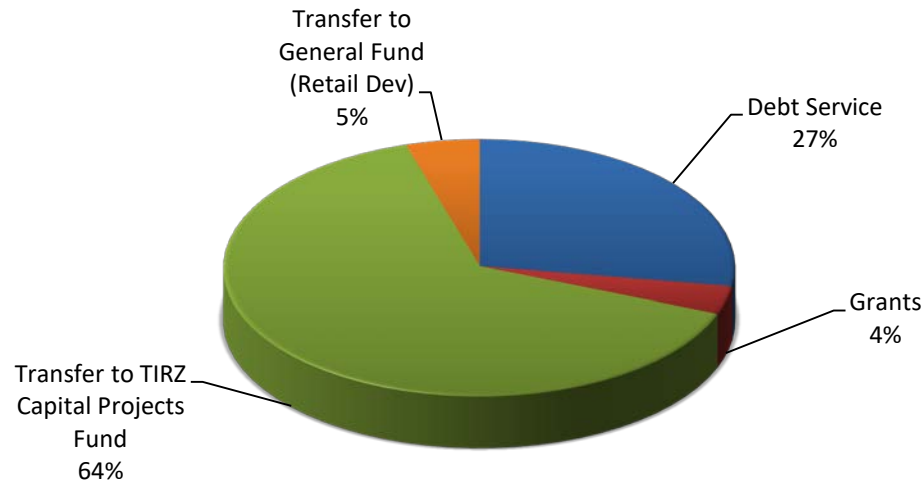
Account Name	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
City TIRZ Taxes	\$ 728,569	\$ 781,460	\$ 806,822	\$ 877,625	\$ 96,165	12.31%
County TIRZ Taxes	\$ 464,376	\$ 498,865	\$ 514,067	\$ 560,254	\$ 61,389	12.31%
Bond Proceeds	\$ 20,000		\$ -			
Interest Income	\$ 5,410	\$ 5,000	\$ 7,805	\$ 10,500	\$ 5,500	110.00%
Total Revenues	\$ 1,218,354	\$ 1,285,325	\$ 1,328,694	\$ 1,448,380	\$ 163,055	12.69%

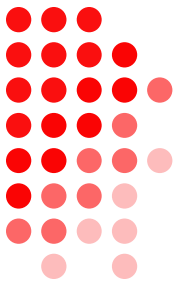


Expenditures



Account Name	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Debt Service	\$ 354,227	\$ 357,955	\$ 357,955	\$ 391,305	\$ 33,350	9.32%
Grants	\$ 40,000	\$ 90,000	\$ 57,422	\$ 50,000	\$ (40,000)	-44.44%
Transfer to TIRZ Capital Projects Fund	\$ 717,178	\$ 907,805	\$ 907,805	\$ 950,000	\$ 42,195	4.65%
Transfer to Street Maintenance Fund	\$ 162,210	\$ -	\$ -	\$ -	\$ -	
Transfer to Drainage Projects Fund	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer to General Fund (Retail Dev)	\$ 77,270	\$ 66,384	\$ 38,162	\$ 57,053	\$ (9,331)	-14.06%
Total Expenditures	\$ 1,350,885	\$ 1,422,144	\$ 1,361,344	\$ 1,448,358	\$ 26,214	1.84%





Façade Grants

Completed

- Bold Republic – 206 Penelope (\$7,422)

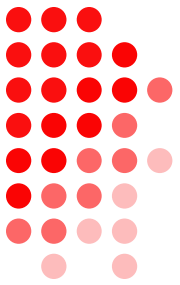
Approved

- Boston – 100 South East (\$20,000)
- Gunter – 204 North Penelope (\$20,000)
- Oak Fire Pizza – 107 North East (\$10,000)

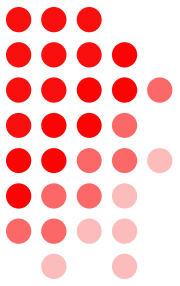
Pipeline

- 112 East Central (\$20,000)
- 108 West Central (\$10,000)
- The Gin (\$20,000)

Debt Service



Fiscal Year	2017 Refunding TIRZ Portion		2013 CO's TIRZ Portion		TOTALS		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
FY 2019	\$ 140,000	\$ 8,123	\$ 205,000	\$ 36,782	\$ 345,000	\$ 44,905	\$ 389,905
FY 2020	\$ 145,000	\$ 6,443	\$ 235,000	\$ 30,472	\$ 380,000	\$ 36,915	\$ 416,915
FY 2021	\$ 145,000	\$ 4,485	\$ 245,000	\$ 23,239	\$ 390,000	\$ 27,724	\$ 417,724
FY 2022	\$ 140,000	\$ 2,310	\$ 250,000	\$ 15,698	\$ 390,000	\$ 18,008	\$ 408,008
FY 2023	\$ -	\$ -	\$ 260,000	\$ 8,002	\$ 260,000	\$ 8,002	\$ 268,002
Totals	\$ 570,000	\$ 21,360	\$ 1,195,000	\$ 114,193	\$ 1,765,000	\$ 135,553	\$ 1,900,553



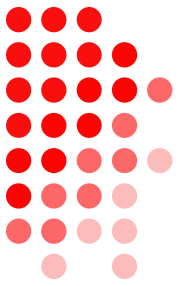
Retail Development

Judy Garrett

- Dual role as point of contact for retail development and Tourism Manager
- Expanded retail recruitment efforts
- Increased coordination with BEDC
- Concluded contract with The Retail Coach

2019 Focus

- Hotel site tours
- Increased Belton presence at retail conferences



Project Updates

Completed Key Infrastructure Projects

- Sparta Road
- South Main Street sidewalk and waterline

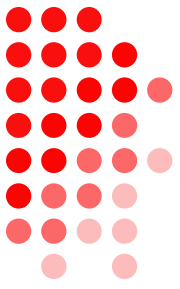
Completed Library Assessment

South Belton Hike and Bike Trail

- AFA expected to be executed in late summer
- TIRZ participation estimated at \$358,114

BEDC funded projects within the TIRZ

- East Street rehabilitation
- South IH-35 waterline

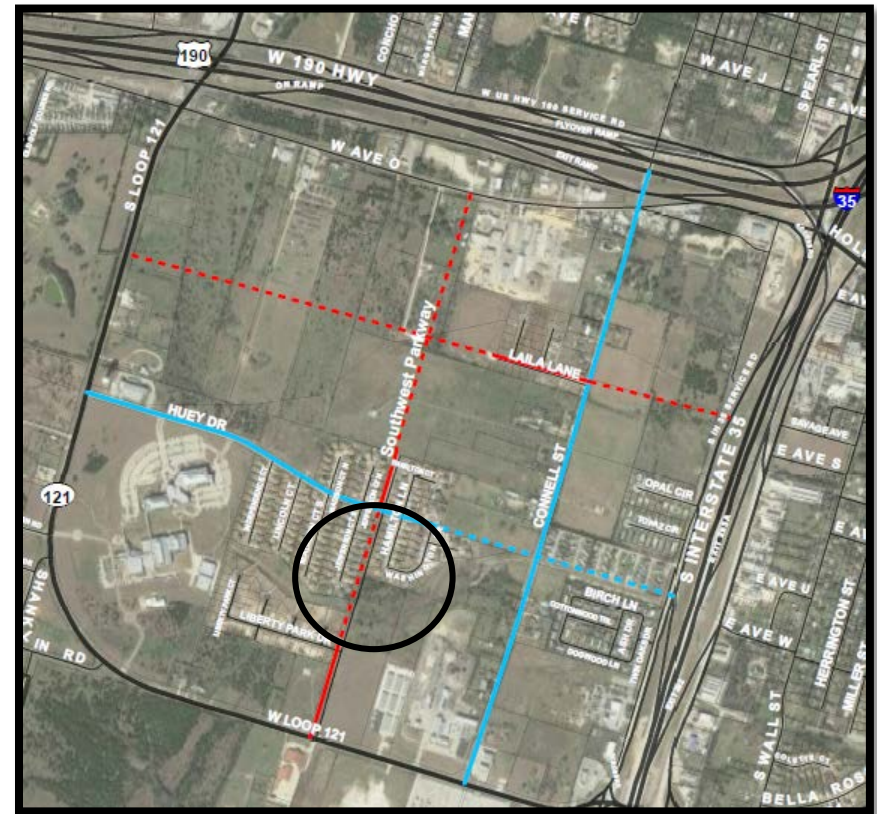


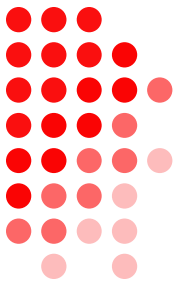
Southwest Traffic Circulation

Improve traffic circulation
in southwest Belton

“Step One”

- Southwest Parkway connection
- Design proposal solicited
- Expect design to be completed in Spring 2019



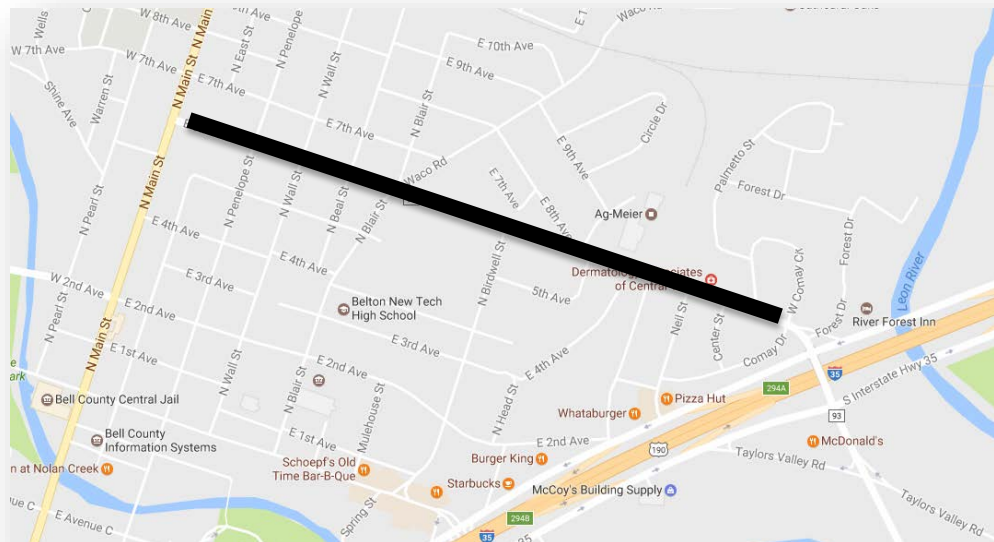


East 6th Ave Beautification

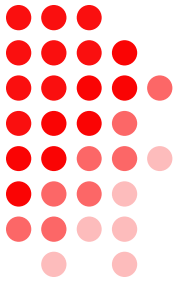
Plan Enhancement for 6th Ave

Next Steps:

- Secure PUE for electric lines
- Develop budget for relocation
- Gain understanding of UMHB gateway plans

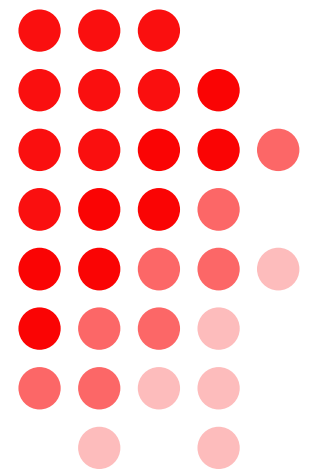


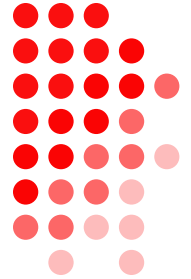
Questions



General Fund

FY 2019 Proposed Budget

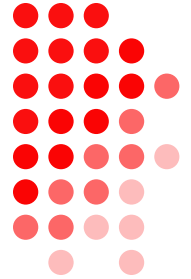




FY 2018 Budget - Original

- General Fund -

Estimated Beginning Fund Balance	\$ 5,108,100
Proposed Revenues	\$ 14,157,433
Proposed Expenditures	<u>\$ (14,157,296)</u>
Net Impact of Amended Budget	<u>\$ 137</u>
Proposed Ending Fund Balance	<u>\$ 5,108,237</u>
Less: Minimum Balance (3 months O&M Budget)	<u>\$ (3,381,192)</u>
Proposed Fund Balance in Excess of Minimum	<u>\$ 1,727,045</u>

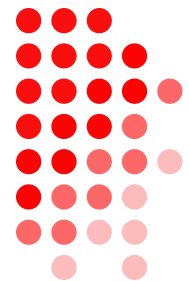


FY 2018 Budget - Amended

- General Fund -

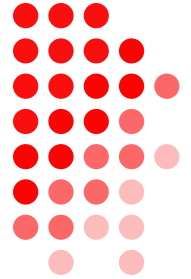
Estimated Beginning Fund Balance	\$ 5,108,100
Proposed Revenues	\$ 14,207,433
Proposed Expenditures	<u>\$ (14,607,296)</u>
Net Impact of Amended Budget	<u>\$ (399,863)</u>
Proposed Ending Fund Balance	<u>\$ 4,708,237</u>
Less: Minimum Balance (3 months O&M Budget)	<u>\$ (3,381,192)</u>
Proposed Fund Balance in Excess of Minimum	<u>\$ 1,327,045</u>

FY 2018 Projection



- General Fund -

Beginning Fund Balance	\$ 5,108,100
Projected Revenues	\$ 14,566,814
Projected Expenditures	<u>\$ (14,566,272)</u>
Net Impact of Budget on Fund Balance	<u>\$ 542</u>
Proposed Amendment	
Net Impact of Amended Budget on Fund Balance	<u>\$ 542</u>
Projected Ending Fund Balance	<u>\$ 5,108,642</u>

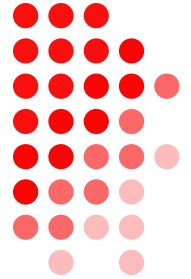


FY 2019 Budget - Proposed

- General Fund -

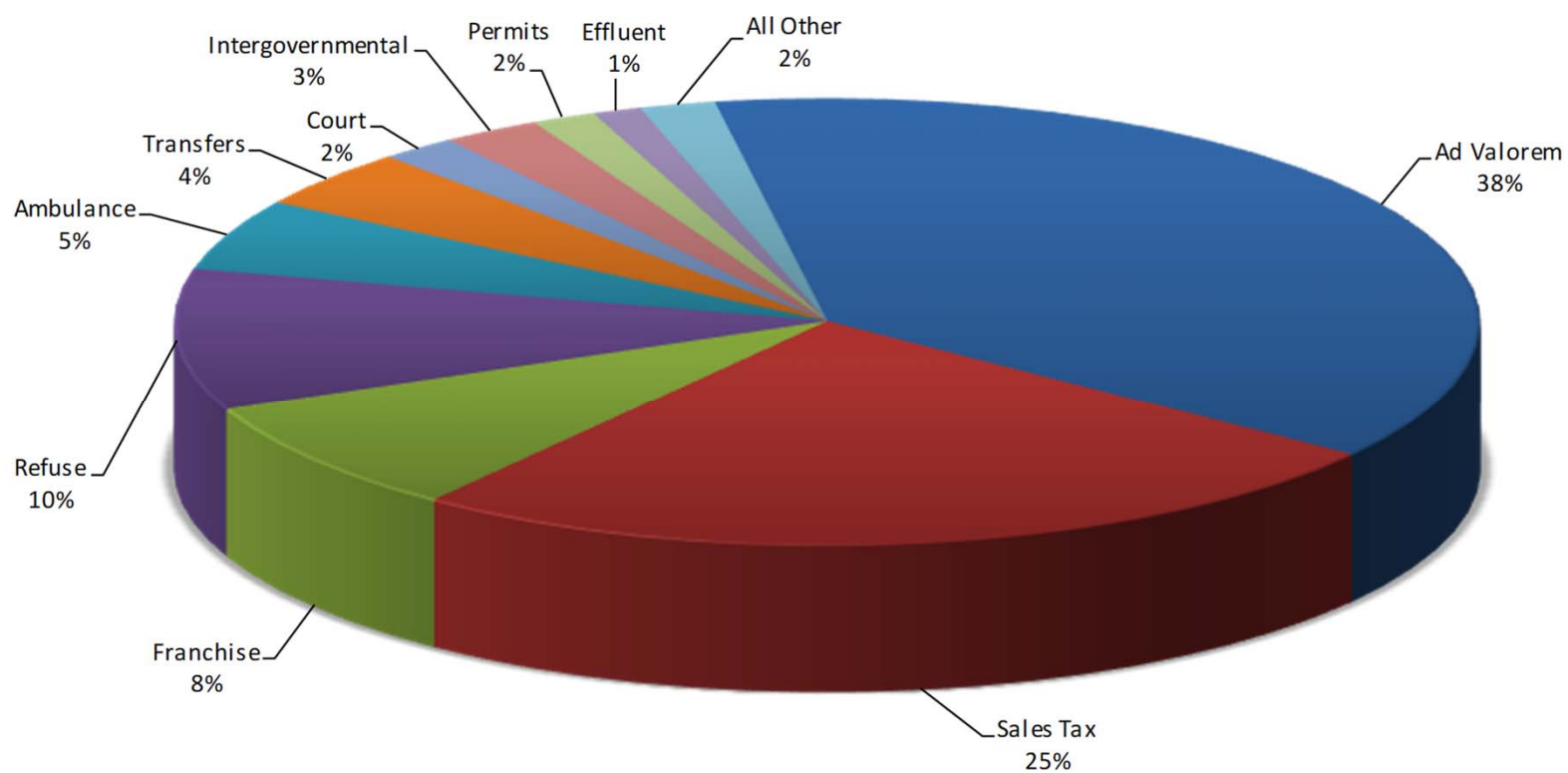
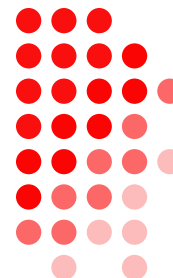
Estimated Beginning Fund Balance	\$ 5,108,642
Proposed Revenues	\$ 14,495,675
Proposed Expenditures	<u>\$ (14,495,649)</u>
Net Impact of Proposed Budget	<u>\$ 26</u>
Proposed Ending Fund Balance	<u>\$ 5,108,668</u>
Less: Minimum Balance (3 months O&M Budget)	<u>\$ (3,417,051)</u>
Proposed Fund Balance in Excess of Minimum	<u>\$ 1,691,617</u>

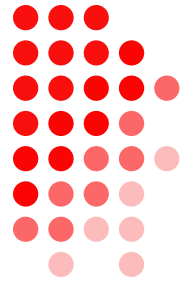
Revenues



Description	FY 2017 Actual	FY 2018 O - Budget	FY 2018 A - Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
						Amount	%
Ad Valorem Taxes	\$4,816,717	\$5,153,519	\$5,153,519	\$5,181,322	\$5,504,872	\$351,353	6.82%
Sales Tax	\$3,276,982	\$3,370,000	\$3,370,000	\$3,532,551	\$3,632,000	\$262,000	7.77%
Franchise	\$1,164,335	\$1,157,100	\$1,157,100	\$1,202,064	\$1,202,000	\$44,900	3.88%
Other Taxes	\$40,811	\$38,500	\$38,500	\$40,000	\$40,000	\$1,500	3.90%
Permits & Licenses	\$331,412	\$228,400	\$228,400	\$230,400	\$230,400	\$2,000	0.88%
Municipal Court	\$311,159	\$349,200	\$349,200	\$275,845	\$275,900	(\$73,300)	-20.99%
Refuse Collection	\$1,330,093	\$1,359,000	\$1,409,000	\$1,415,000	\$1,480,300	\$121,300	8.61%
Ambulance	\$1,340,105	\$1,250,000	\$1,250,000	\$1,350,000	\$750,000	(\$500,000)	-40.00%
Harris Rental Income	\$42,475	\$34,900	\$34,900	\$50,000	\$50,000	\$15,100	43.27%
Parks & Rec Income	\$33,528	\$36,600	\$36,600	\$35,630	\$35,600	(\$1,000)	-2.73%
Code Enforcement	\$26,893	\$16,400	\$16,400	\$4,176	\$4,200	(\$12,200)	-74.39%
Intergovernmental	\$354,587	\$352,807	\$352,807	\$360,291	\$354,603	\$1,796	0.51%
Other Financing Sources	\$159,360	\$130,000	\$130,000	\$200,500	\$175,000	\$45,000	34.62%
Contributions	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$0	0.00%
Miscellaneous	\$44,000	\$38,700	\$38,700	\$38,100	\$39,900	\$1,200	3.10%
Transfers	\$530,791	\$575,307	\$575,307	\$547,085	\$617,000	\$41,693	7.25%
Interest Income	\$54,152	\$65,000	\$65,000	\$101,850	\$101,900	\$36,900	56.77%
Total Revenues	\$13,859,399	\$14,157,433	\$14,207,433	\$14,566,814	\$14,495,675	\$338,242	2.38%

Revenues





General Fund Budget Initiatives

Capital Replacement Plan

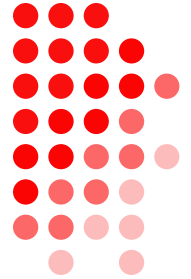
- Successfully implemented (FD, HVAC, IT, PD, PW)
- IT plan proposed to expand in FY 2019 to bring in Network Infrastructure

Civil Service Pay Adjustments

- Three year, phased approach proposed in FY 2018 policy discussion
- 5% adjustment adopted into FY 2018 budget

Preventative Street Maintenance Plan

- Three years completed
- Year four is under construction now
- Three year plan to double FY 2017 budgeted funding of \$125,000
 - Increased annual funding to \$166,000 in FY 2018
 - “One time” additional funding of \$150,000 included in FY 2018
 - FY 2019 proposed to increase annual funding to approximately \$170,000
- Long term funding goal of \$1-1.5 million

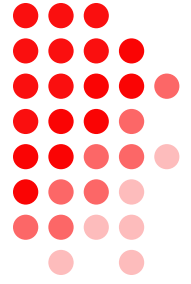


Capital Replacement Plan

IT plan proposed to expand in FY 2019 to bring in Network Infrastructure

Vehicles and Equipment Scheduled for Replacement

- Four PD Patrol cars (8-10 years old)
- FD F-150 (10 years old)
- Parks F-150 (19 years old)
- Parks Tractor (24 years old)
- Streets F-250 (19 years old)
- Streets Brush Chipper (34 years old)
- Streets Backhoe (19 years old)
- 54 computers and tablets (3-7 years old)
- 12 HVAC Units (14-26 years old) – *replaced as-needed*



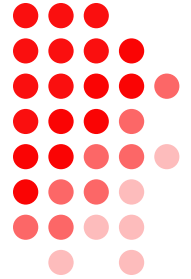
Personnel Pressures

Personnel Requests (Not Addressed in FY 2019)

- Assistant City Clerk
- Court Clerk
- Police Department Staffing Plans
- Fire Department Staffing Plans
- Parks Maintenance Technician
- Recreation Coordinator
- Planning assistance
- Civil Service compensation and non-civil service promotions

Benefit Costs

- Anticipate 12.5%+ increase in health insurance from 2018 rates
- Retirement strategy
 - ICMA (defined contribution) v. TMRS (hybrid/defined benefit)
 - Additional discussion on strategy and funding this fall



Street Maintenance Fund

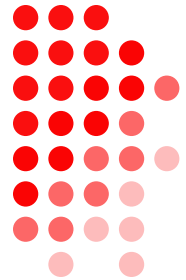
Previous plan year spending:

- Years 1&2: \$1,427,072
- Year 3: \$839,742
- Year 4: \$665,147

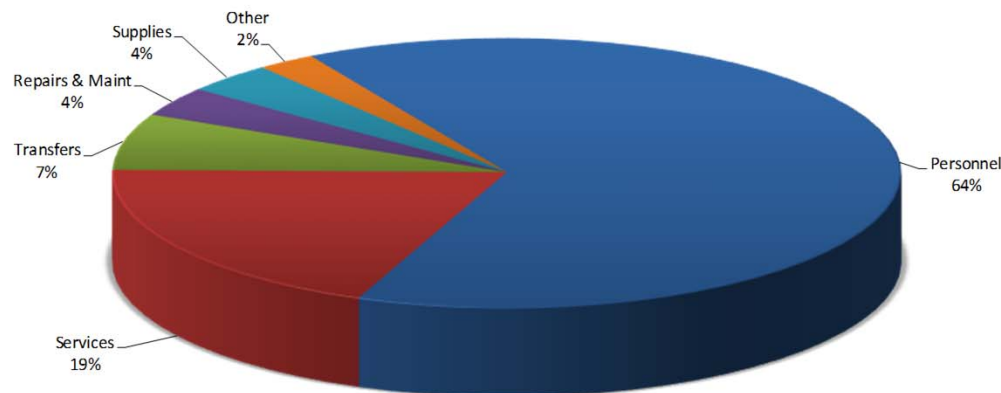
FY 2019 (Year 5) Funding Breakdown:

- \$225,000 anticipated to be remaining in the fund after Year 4 (FY 2018) plan
- \$170,000 proposed to be included in the FY 2019 budget
- \$150,000 provided through FY 2018 amendment
- Total FY 2019 Funding of approximately \$545,000

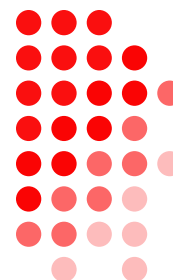
Expenditures



Description	FY 2017 Actual	FY 2018 O - Budget	FY 2018 A - Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
						Amount	%
Personnel	\$8,347,672	\$9,102,181	\$9,102,181	\$9,102,181	\$9,340,584	\$238,403	2.62%
Supplies	\$501,881	\$571,599	\$569,183	\$541,330	\$532,039	(\$39,560)	-6.95%
Repairs & Maint	\$529,419	\$497,189	\$555,412	\$524,249	\$514,159	\$16,970	3.06%
Services	\$2,551,025	\$2,606,881	\$2,637,911	\$2,645,624	\$2,779,196	\$172,315	6.53%
Debt Service	\$63,827	\$63,827	\$63,827	\$63,827	\$75,274	\$11,447	17.93%
Contingency	\$0	\$100,000	\$100,000	\$100,000	\$150,000	\$50,000	50.00%
Transfers	\$1,665,581	\$1,082,530	\$1,432,530	\$1,444,530	\$981,444	(\$101,086)	-7.06%
Contributions	\$118,062	\$123,089	\$123,089	\$121,368	\$122,953	(\$136)	-0.11%
Capital	\$11,110	\$0	\$13,163	\$13,163	\$0	\$0	0.00%
Strategic Plan	\$0	\$10,000	\$10,000	\$10,000	\$0	(\$10,000)	-100.00%
Total Expenditures	\$13,788,577	\$14,157,296	\$14,607,296	\$14,566,272	\$14,495,649	\$338,353	2.32%

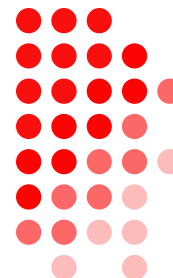


Expenditures



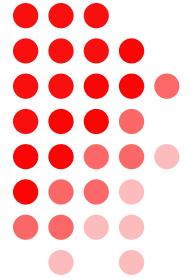
Description	FY 2017 Actual	FY 2018 O - Budget	FY 2018 A - Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
						Amount	%
City Council	\$73,246	\$74,604	\$74,604	\$99,668	\$74,563	(\$41)	-0.05%
Administration	\$491,080	\$488,852	\$488,852	\$462,065	\$519,926	\$31,074	6.36%
Finance	\$305,113	\$330,201	\$330,201	\$325,956	\$344,407	\$14,206	4.30%
Human Resources	\$176,091	\$183,417	\$183,417	\$182,769	\$191,190	\$7,773	4.24%
Muni Court	\$185,586	\$178,718	\$178,718	\$181,067	\$192,790	\$14,072	7.87%
Police	\$3,962,297	\$4,110,438	\$4,110,438	\$4,090,592	\$4,189,378	\$78,940	1.92%
Fire	\$2,962,426	\$3,079,029	\$3,129,029	\$3,103,564	\$3,164,974	\$85,945	2.75%
Info Technology	\$171,377	\$175,438	\$175,438	\$168,674	\$235,168	\$59,730	34.05%
Streets	\$1,406,514	\$1,269,307	\$1,419,307	\$1,434,844	\$1,159,158	(\$110,149)	-7.76%
Parks & Recreation	\$1,126,235	\$1,151,194	\$1,151,194	\$1,149,334	\$1,214,073	\$62,879	5.46%
Planning	\$385,773	\$392,450	\$392,450	\$382,771	\$399,376	\$6,926	1.76%
Library	\$331,852	\$345,444	\$345,444	\$344,505	\$360,539	\$15,095	4.37%
Other	\$471,916	\$528,089	\$728,089	\$738,368	\$447,953	(\$80,136)	-11.01%
Refuse	\$1,142,144	\$1,173,171	\$1,223,171	\$1,227,370	\$1,301,076	\$127,905	10.46%
Maintenance	\$456,521	\$531,156	\$531,156	\$528,937	\$553,055	\$21,899	4.12%
Engineering	\$140,405	\$145,788	\$145,788	\$145,788	\$148,023	\$2,235	1.53%
Total Expenditures	\$13,788,577	\$14,157,296	\$14,607,296	\$14,566,272	\$14,495,649	\$338,353	2.32%

Contributions



Organization	2019 Contribution	2018 Contribution
AUSA Scholarship	\$1,000	\$1,000
Bell County Health District	\$47,177	\$47,177
Hill Country Transit District	\$31,912	\$31,912
HOT Defense Alliance	\$5,630	\$5,630
BISD Crossing Guard Program	\$24,734	\$23,149
Senior Citizens Center	\$10,000	\$10,000
Downtown Belton Merchant Association	\$2,500	\$2,500
Total Contributions	\$122,953	\$121,368

Summary



Budget as presented has no change to the current tax rate

Key Initiatives

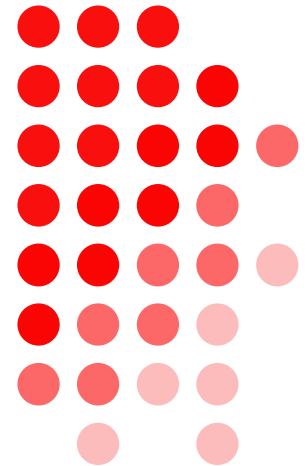
- Capital Replacement Plan Implemented
- Street maintenance funding
 - \$170,000 included in FY 2019 budget
 - Year 5 plan funding: \$545,000

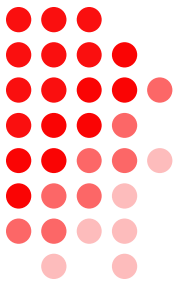
Future Budget Challenges

- Street Maintenance Plan
- Personnel Pressures
 - Staffing
 - Benefits

Debt Service Fund

FY 2019 Proposed Budget





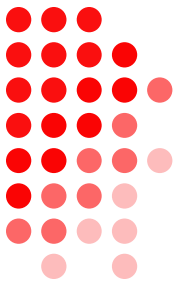
FY 2018 Projection

- Debt Service Fund -

Beginning Fund Balance	\$ 169,940
Projected Revenues	\$ 1,199,717
Projected Expenditures	<u>\$ (1,066,894)</u>
Net Impact of Projected Budget	<u>\$ 132,823</u>
Projected Ending Fund Balance	<u><u>\$ 302,763</u></u>

- Projected Revenues include the \$200,000 transfer from General Fund
- Without the transfer, current year fund balance utilized would be \$67,177
- FY 2018 initial budgeted use of fund balance was \$82,845

FY 2019 Proposed



- Debt Service Fund -

Projected Beginning Fund Balance \$ 302,763

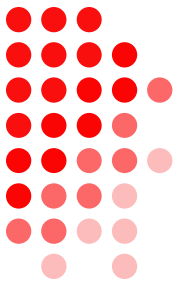
Proposed Revenues \$ 932,417

Proposed Expenditures \$ (1,176,417)

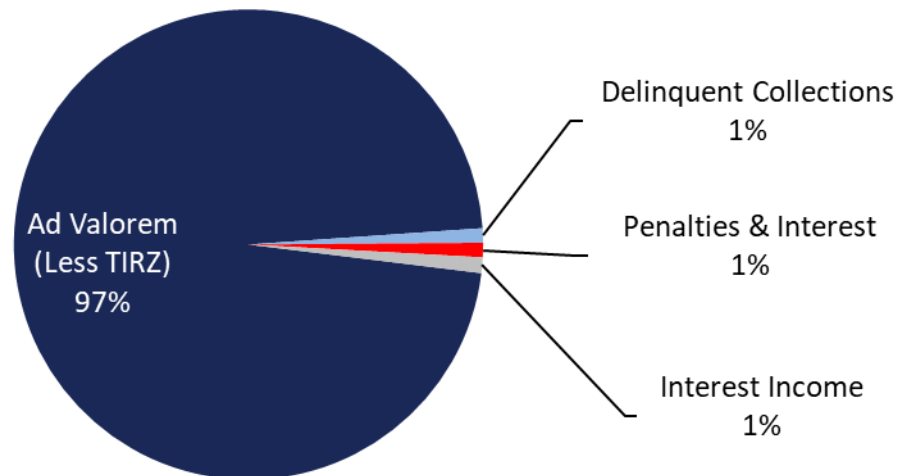
Net Impact of Proposed Budget \$ (244,000)

Proposed Ending Fund Balance \$ 58,763

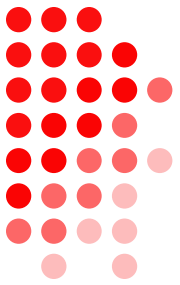
Revenues



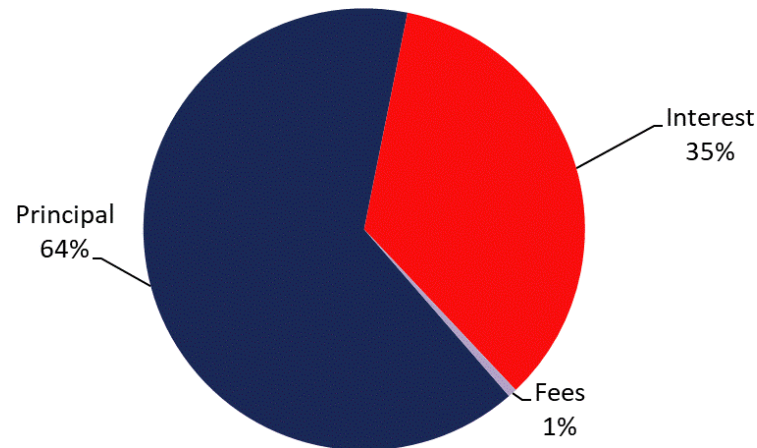
Description	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Ad Valorem Taxes	\$1,074,343	\$978,708	\$988,535	\$922,417	(\$56,291)	-5.75%
Bond Proceeds	\$30,000	\$0	\$1,182	\$0	\$0	
Transfer from General Fund	\$0	\$0	\$200,000	\$0	\$0	
Interest Income	\$5,780	\$6,000	\$10,000	\$10,000	\$4,000	66.67%
Total Revenues	\$1,110,123	\$984,708	\$1,199,717	\$932,417	(\$52,291)	-5.31%

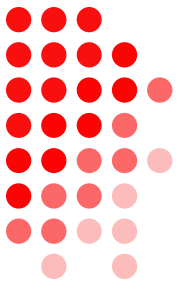


Expenditures

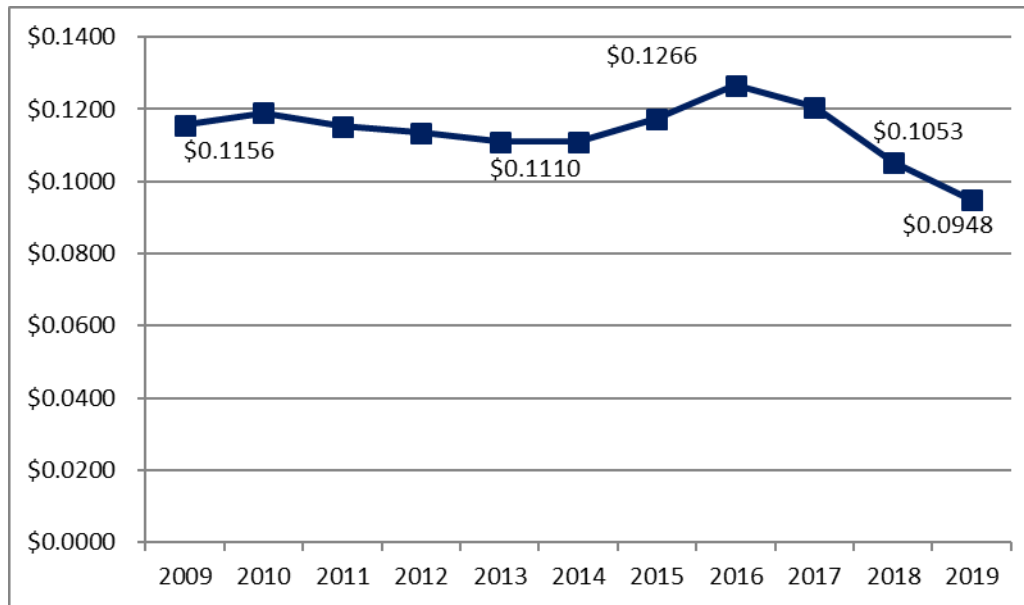


Description	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Proposed	Change from 2018 Budget	
					Amount	%
Bond Principal	\$646,824	\$705,538	\$705,538	\$759,250	\$53,712	7.61%
Bond Interest	\$422,252	\$356,595	\$356,595	\$409,467	\$52,872	14.83%
Bond Paying Agent Fees	\$732	\$720	\$720	\$1,150	\$430	59.72%
Arbitrage Rebate Calc Fees	\$5,255	\$4,700	\$4,700	\$6,550	\$1,850	39.36%
Bond Issue Costs	\$30,805	\$0	(\$659)	\$0	\$0	
Total Expenditures	\$1,105,868	\$1,067,553	\$1,066,894	\$1,176,417	\$108,864	10.20%



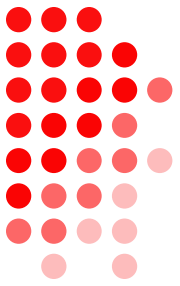


Debt Service Tax Rate

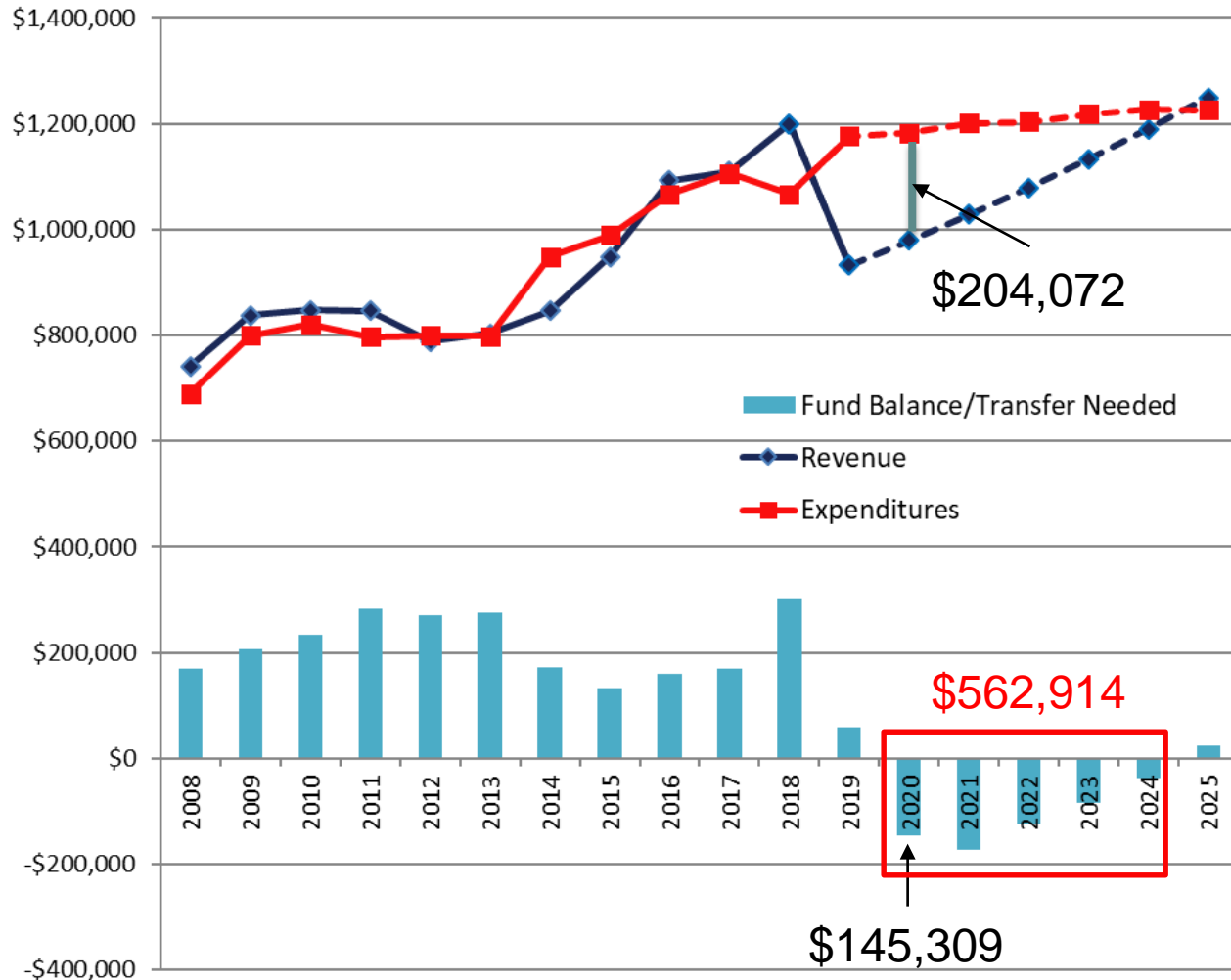


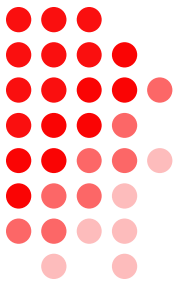
Debt Service Rate is projected to remain consistent at the \$0.0948 level moving forward.

Debt Service Fund Projections



5% projected
annual certified
tax roll growth





Strategy Discussion

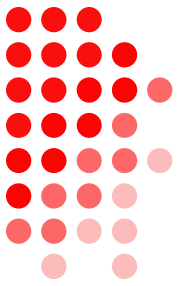
Strategic Initiatives

- Provide increased autonomy for the City in the direction of its tax rate in the future
- Fund the land acquisition to expand Heritage Park without raising topline tax rate

Funding

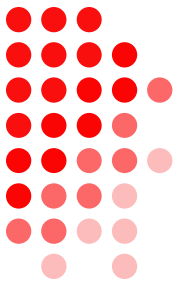
- Projected plan cost is \$621,677 over five year period starting in FY 2020
- Projected cost net of \$58,763 in Debt Service fund balance is \$562,914
- Funding sources will be identified annually, targeting the following sources
 - Fund balance of the Debt Service Fund
 - General Fund net revenues in excess of budget
 - Unspent contingent appropriations in the General Fund budget
 - Other identified cost savings in the General Fund budget
 - Fund balance of the General Fund

GO Debt Summary



Issue	Maturity Date	---Interest Rates---		Original Issue	Outstanding 10/01/18
		Low	High		
2003 GO's	08/01/2023	4.15%	4.15%	\$ 2,480,000	\$ 910,000
2005 GO's	08/01/2025	3.54%	3.54%	\$ 4,500,000	\$ 1,615,000
2017 Refunding - GO Portion	08/01/2027	1.05%	2.10%	\$ 1,565,000	\$ 1,430,000
2008 CO's - GO Portion	08/01/2028	4.19%	4.19%	\$ 1,485,000	\$ 887,288
2013 CO's - GO Portion	08/01/2033	3.078%	3.078%	\$ 5,125,000	\$ 4,975,000
2015 CO's - GO Portion	08/01/2035	2.00%	3.00%	\$ 1,070,000	\$ 935,000
2018 CO's - GO	08/01/2030	3.00%	5.00%	\$ 2,185,000	\$ 2,185,000
Total General Obligation Debt Outstanding					\$ 12,937,288

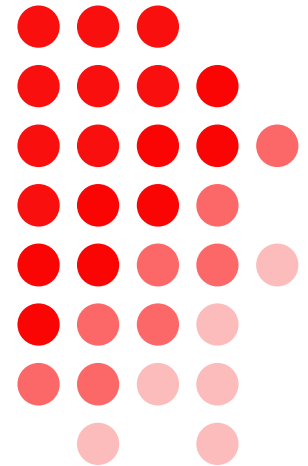
Debt Service Schedule

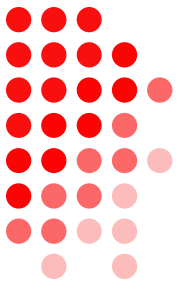


Annual Totals			Fiscal Year
Principal	Interest	Total	
\$ 759,250	\$ 409,467	\$ 1,168,717	FY 2019
\$ 792,963	\$ 382,447	\$ 1,175,410	FY 2020
\$ 836,675	\$ 356,337	\$ 1,193,012	FY 2021
\$ 866,675	\$ 328,749	\$ 1,195,424	FY 2022
\$ 910,387	\$ 299,979	\$ 1,210,366	FY 2023
\$ 949,100	\$ 269,667	\$ 1,218,767	FY 2024
\$ 977,812	\$ 239,765	\$ 1,217,577	FY 2025
\$ 1,011,525	\$ 208,617	\$ 1,220,142	FY 2026
\$ 1,040,238	\$ 179,491	\$ 1,219,729	FY 2027
\$ 1,027,663	\$ 147,327	\$ 1,174,990	FY 2028
\$ 950,000	\$ 114,865	\$ 1,064,865	FY 2029
\$ 975,000	\$ 86,002	\$ 1,061,002	FY 2030
\$ 555,000	\$ 56,382	\$ 611,382	FY 2031
\$ 570,000	\$ 39,349	\$ 609,349	FY 2032
\$ 585,000	\$ 21,855	\$ 606,855	FY 2033
\$ 65,000	\$ 3,900	\$ 68,900	FY 2034
\$ 65,000	\$ 1,950	\$ 66,950	FY 2035
\$ 12,937,288	\$ 3,146,148	\$ 16,083,436	Totals

Ad Valorem Tax Rate

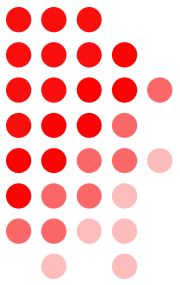
FY 2019 Proposed Budget





Certified Tax Roll

Comparison of Tax Rolls	FY 2018	FY 2019	Change
Total Market Value	\$1,477,406,418	\$1,551,925,886	\$74,519,468
Less State Mandated Reductions			
10% Residential Cap	(\$2,370,364)	(\$2,388,004)	(\$17,640)
Ag Value Loss	(\$13,040,601)	(\$14,127,158)	(\$1,086,557)
Totally Exempt Property	(\$355,498,164)	(\$366,775,657)	(\$11,277,493)
Veteran's Partial	(\$2,967,885)	(\$3,131,909)	(\$164,024)
Veteran's 100% HS	(\$20,122,983)	(\$27,367,384)	(\$7,244,401)
<u>Local Options:</u>			
Abatements	(\$7,707,328)	(\$4,927,359)	\$2,779,969
Charitable Organizations	(\$3,871,133)	(\$444,647)	\$3,426,486
Over 65	(\$11,049,104)	(\$11,290,269)	(\$241,165)
Disabled	(\$1,145,662)	(\$1,135,581)	\$10,081
Pollution Control	(\$2,385,901)	(\$184,575)	\$2,201,326
Taxable Value	\$1,057,247,293	\$1,120,153,343	\$62,906,050



Historical Values

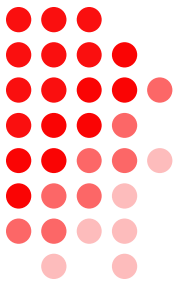
Fiscal Year	Tax Year	Tax Rate	Appraised Value	% Change	Taxable Value	% Change	Tax Levy	Collections	%	TIRZ Value	% Change
2006	2005	\$0.6750	\$681,292,912	11.30%	\$502,019,398	14.18%	\$3,388,414	\$ 3,300,813	97.41%	\$ 12,618,404	
2007	2006	\$0.6550	\$750,068,830	10.09%	\$569,777,215	13.50%	\$3,730,314	\$ 3,647,857	97.79%	\$ 26,686,436	111.49%
2008	2007	\$0.6550	\$821,610,708	9.54%	\$626,671,977	9.99%	\$4,104,701	\$ 4,023,508	98.02%	\$ 34,863,608	30.64%
2009	2008	\$0.6550	\$885,807,551	7.81%	\$694,953,743	10.90%	\$4,551,947	\$ 4,455,311	97.88%	\$ 46,662,236	33.84%
2010	2009	\$0.6550	\$920,295,495	3.89%	\$719,733,740	3.57%	\$4,746,286	\$ 4,629,436	97.54%	\$ 51,798,069	11.01%
2011	2010	\$0.6550	\$1,003,315,239	9.02%	\$747,923,436	3.92%	\$4,898,899	\$ 4,755,548	97.07%	\$ 54,484,927	5.19%
2012	2011	\$0.6540	\$1,057,699,156	5.42%	\$767,959,433	2.68%	\$5,022,455	\$ 4,916,417	97.89%	\$ 64,001,446	17.47%
2013	2012	\$0.6598	\$1,113,098,626	5.24%	\$792,650,868	3.22%	\$5,229,910	\$ 5,124,859	97.99%	\$ 75,024,448	17.22%
2014	2013	\$0.6598	\$1,175,639,416	5.62%	\$835,898,027	5.46%	\$5,515,255	\$ 5,426,284	98.39%	\$ 83,081,610	10.74%
2015	2014	\$0.6598	\$1,270,087,875	8.03%	\$894,861,696	7.05%	\$5,904,297	\$ 5,780,783	97.91%	\$ 89,666,510	7.93%
2016	2015	\$0.6598	\$1,326,200,720	4.42%	\$949,857,395	6.15%	\$6,267,159	\$ 6,213,465	99.14%	\$ 102,898,754	14.76%
2017	2016	\$0.6598	\$1,395,219,172	5.20%	\$997,593,915	5.03%	\$6,582,125	\$ 6,493,885	98.66%	\$ 110,743,113	7.62%
2018	2017	\$0.6598	\$1,464,365,817	4.96%	\$1,057,247,293	5.98%	\$6,975,718	\$ 6,830,742	97.92%	\$ 122,102,068	10.26%
2019	2018	\$0.6598	\$1,537,798,728	5.01%	\$1,120,153,343	5.95%	\$7,390,772	TBD	97.00%	\$ 137,127,669	12.31%
Annualized				6.46%		6.37%			97.68%		20.14%

Highest tax rate in the last 25 years was \$0.8239 in 1995

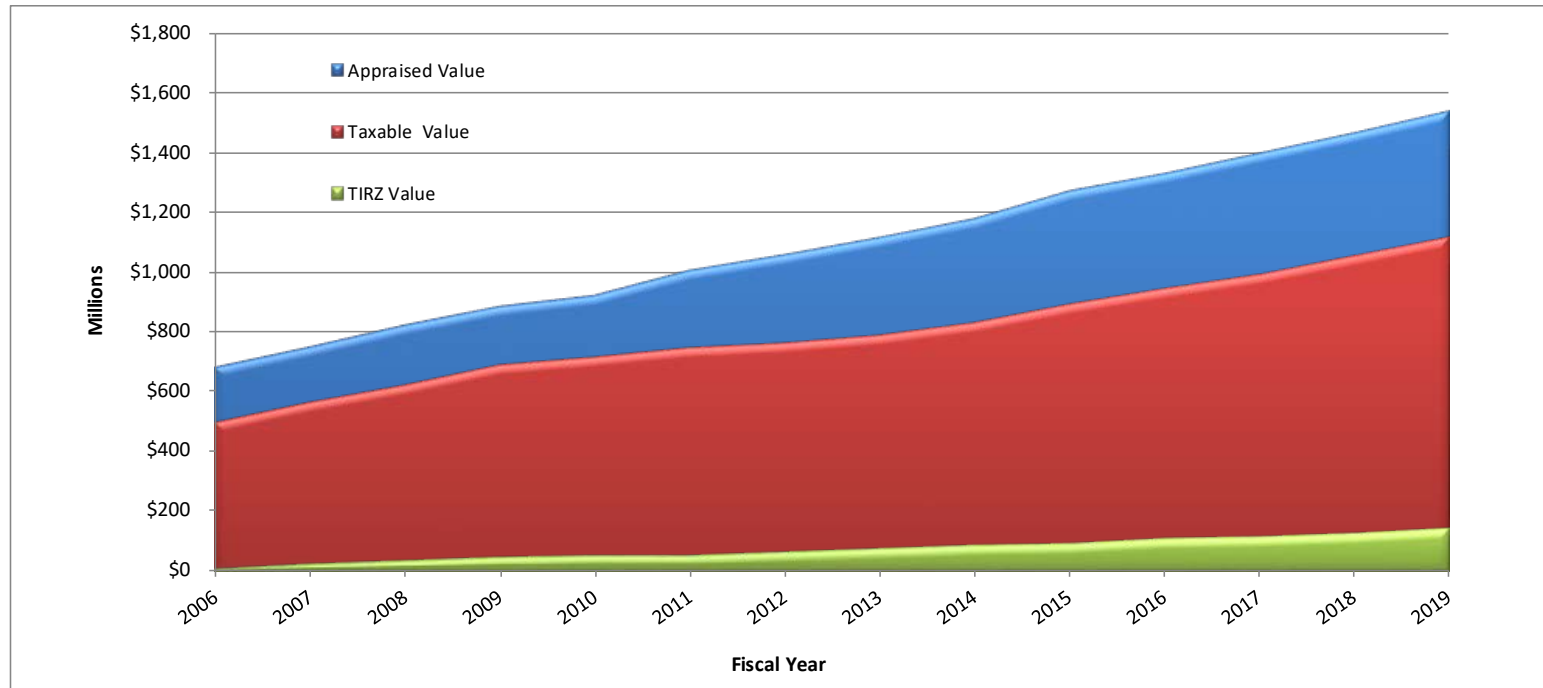
Last time tax rate was above \$0.70 was 2005 at \$0.7050

Annualized Non-TIRZ growth has been 5.51% since creation of TIRZ

FY 2019 Non-TIRZ growth is 5.12%

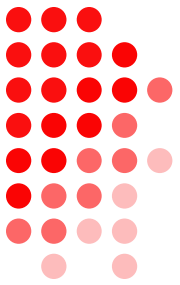


Historical Values



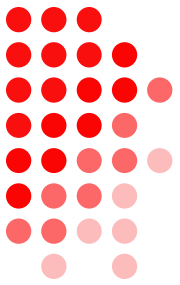
Since FY 2006

- 6.46% annual Appraised Value growth
- 6.37% annual Taxable Value growth
- 20.14% annual TIRZ Value growth
- 5.51% annual non-TIRZ Value growth



Definitions – Effective Tax Rate

- The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year, based on a tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years.
- Appraisal increases, tax rate decrease and vice-versa
- Adjusts for TIRZ and new improvements
- Aggregate calculation
- No public hearing
- FY 2019 Effective Rate = \$0.6516 per \$100



Definitions – Rollback Tax Rate

The rollback tax rate calculation splits the tax rate into two separate components

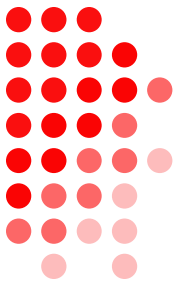
- Maintenance and operations rate
- Debt service rate

Rollback rate = effective M&O rate x 1.08 plus debt service rate

Adoption of a tax rate above the rollback rate could trigger an election if petitioned by 10% of registered voters

FY 2019 Tax Rates (per \$100)

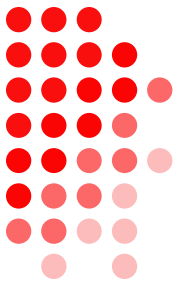
- Effective M&O: \$0.5347
- Rollback M&O: \$0.5774 (Effective M&O x 1.08)
- Debt Service: \$0.0948 (\$0.1196 without use of fund balance)
- Rollback Tax Rate: \$.6722 (Rollback M&O plus Debt Service)



Tax Rate Options

Budget FY 2019 Comparison of Tax Rates	FY 2018	FY 2019		
	\$0.6598 Current Rate	\$0.6516 Effective Rate	\$0.6598 Current Rate	\$0.6722 Rollback Rate
Taxable Value	\$1,057,247,293	\$1,120,153,343	\$1,120,153,343	\$1,120,153,343
O&M Tax Rate	\$0.5545	\$0.5568	\$0.5650	\$0.5774
Debt Service Tax Rate	<u>\$0.1053</u>	<u>\$0.0948</u>	<u>\$0.0948</u>	<u>\$0.0948</u>
Total Tax Rate	\$0.6598	\$0.6516	\$0.6598	\$0.6722
<i>Change from current rate</i>		<i>(\$0.0082)</i>	<i>\$0.0000</i>	<i>\$0.0124</i>
Total Tax Levy	\$6,975,718	\$7,298,919	\$7,390,772	\$7,529,671
Estimated Collections - 97%	\$6,766,446	\$7,079,952	\$7,169,049	\$7,303,781
Current Ad Valorem	\$5,686,563	\$6,049,903	\$6,139,000	\$6,273,732
Payment to TIRZ	<u>(\$656,744)</u>	<u>(\$740,621)</u>	<u>(\$751,528)</u>	<u>(\$768,022)</u>
Net General Fund Current AV Taxes	\$5,029,819	\$5,309,282	\$5,387,472	\$5,505,711
Each \$1M of Tax Value @97%	\$6,400	\$6,321	\$6,400	\$6,520
Penny Tax @ 97% Collection	\$102,553	\$108,655	\$108,655	\$108,655
Penny Tax @ 97% - net of TIRZ	\$90,709	\$95,353	\$95,353	\$95,353
Value of Average Home in Belton	\$157,844	\$164,329	\$164,329	\$164,329
Tax on Average Home	\$1,041	\$1,071	\$1,084	\$1,105
<i>Change from current year</i>		<i>\$30</i>	<i>\$43</i>	<i>\$64</i>

Agenda Items



Council Actions

- Conduct vote by the City Council to place a proposal to adopt a tax rate for Fiscal Year 2019 tax rate on the Tuesday, September 18, 2018, agenda.
- Call for two public hearings on a proposed tax rate for Fiscal Year 2019 to be held on Tuesday, August 28, 2018, and Tuesday, September 11, 2018, at 5:30 p.m. at the Harris Community Center, 401 N. Alexander Street.