



CITY OF BELTON

**City Council Meeting Agenda
Tuesday, November 13, 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 Director of Public Works Angellia Points.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Councilmember Wayne Carpenter.

"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, 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. Presentation of lifesaving awards to John Bingham and Michael Cummins.
4. Recognitions:

- A. Recognize the Finance Department for receipt of the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2017.
- B. Recognize City Manager Sam Listi for receiving his 40 year service award from ICMA.

Consent Agenda

Items 5-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

- 5. Consider minutes of the October 23, 2018, City Council meeting.
- 6. Consider appointment to the Belton Economic Development Corporation Board of Directors.

Regular Agenda

- 7. Hold a public hearing and consider an ordinance amending Chapter 22, Article VI, Sections 22-106 through 22-108 of the Code of Ordinances regarding traffic schedules and speed limit regulations.
- 8. Consider approval and recordation of non-annexation Development Agreements for properties owned by the Dickson Family.
- 9. Consider authorizing the City Manager to execute a change order for Phase I of the Temple-Belton Wastewater Treatment Plant Expansion Project.
- 10. Consider authorizing the City Manager to execute a contract with Barsh Company for construction of the Chisholm Trail Hike and Bike Trail, and any change orders associated with the contract, not to exceed the amount authorized under state law.
- 11. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 1.0 acre in the Belton Business Park to Birdcreek Holdings, LLC.

Work Session

- 12. Receive a presentation and discuss a policy establishing provisions for joint vehicular access easements (JVAE).

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



CITY OF BELTON

OFFICE OF THE CITY MANAGER

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3. **Presentation of lifesaving awards to John Bingham and Michael Cummins.**

On Sunday, September 30, 2018, Belton Police and Fire units responded to Schoepf's BBQ in reference to a man choking and unconscious. When Sgt. Richard Kusak arrived, he found John Bingham and Michael Cummins assisting the victim,

Perry Brown. They performed the Heimlich maneuver and a finger sweep to remove food so he could breathe. Sgt. Kusak then rolled him on his side and performed back slaps which dislodged the rest of the food. Belton medics arrived and assisted in providing medical attention to Mr. Brown. If it were not for the actions of everyday heroes like John Bingham and Michael Cummins, Mr. Brown would most likely not be with us today. The Belton Police Department will be presenting Lifesaving Medals to Mr. Bingham and Mr. Cummins.

4. **Recognitions:**

A. **Recognize the Finance Department for receipt of the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2017.**

For the 32nd consecutive year, the City of Belton's Comprehensive Annual Financial Report (CAFR) has received the Government Finance Officers Association Certificate of Achievement Award. This award is for Financial Reporting for the fiscal year ending September 30, 2017. It is recognition of distinction and honor for the Belton City Council, management, and staff that the City's CAFR meets the national standards of excellence for reporting the City's finances. Special thanks go to Director of Finance Brandon Bozon, Assistant Director of Finance Susan Allamon, and the rest of the team in the Finance Department.

B. **Recognize City Manager Sam Listi for receiving his 40 year service award from ICMA.**

City Manager Sam Listi was recently recognized by the International City Management Association for forty years of service in City government management. We congratulate Mr. Listi on this recognition, and thank him for his 17 years of service to the City of Belton. We, as Staff, feel very fortunate to work alongside him.

Consent Agenda

Items 5-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

5. **Consider minutes of the October 23, 2018, City Council meeting.**

A copy of the minutes is attached. Recommend approval.

6. **Consider appointment to the Belton Economic Development Corporation Board of Directors.**

See Staff Report from City Clerk Amy Casey. Recommend reappointment of Joe Shepperd to the BEDC Board for another three year term.

Regular Agenda

7. **Hold a public hearing and consider an ordinance amending Chapter 22, Article VI, Sections 22-106 through 22-108 of the Code of Ordinances regarding traffic schedules and speed limit regulations.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the ordinance as presented.

8. **Consider approval and recordation of non-annexation Development Agreements for properties owned by the Dickson Family.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval and recordation as presented.

9. **Consider authorizing the City Manager to execute a change order for Phase I of the Temple-Belton Wastewater Treatment Plant Expansion Project.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of Change Order #3 as presented.

10. **Consider authorizing the City Manager to execute a contract with Barsh Company for construction of the Chisholm Trail Hike and Bike Trail, 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 approval of the construction contract as presented.

11. **Consider authorizing the BEDC Executive Director to execute a contract for the sale of 1.0 acre in the Belton Business Park to Birdcreek Holdings, LLC.**

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend authorizing execution of the contract as presented.

Work Session

12. **Receive a presentation and discuss a policy establishing provisions for joint vehicular access easements (JVAE).**

See Staff Report from Director of Planning Cheryl Maxwell. At meetings on July 17th and August 21st, the Planning and Zoning Commission recommended approval of a

joint vehicular access easement policy. Staff is presenting the draft policy for discussion.

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



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

September 12, 2018

Sam A. Listi
City Manager
City of Belton
PO Box 120
Belton, TX 76513-0120

Dear Mr. Listi:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2017 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

09/12/2018

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Belton** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

**Belton City Council Meeting
October 23, 2018 – 5:30 P.M.**

The Belton City Council met in regular session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem Craig Pearson and Councilmembers Dan Kirkley, Guy O'Banion, John R. Holmes, Sr. and Wayne Carpenter. Councilmember David K. Leigh was absent. Staff present included Sam Listi, Gene Ellis, 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, Jen Wesley, Larry Berg, Daniel Aguirre, Wes Gilbreath and Kelly Atkinson.

The Pledge of Allegiance to the U.S. Flag was led by Director of Planning Cheryl Maxwell, the Pledge of Allegiance to the Texas Flag was led by Councilmember John R. Holmes, Sr., and the Invocation was given by Pat Munoz, Pastor to Hispanics at First Baptist Church of Belton.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:31 p.m. She announced that Item 3 would be moved ahead of Item 2 in order to accommodate one of the award recipients.
3. **Presentation of National Night Out Awards:**
 - A. **Best Block Party (Residential): Liberty Valley Neighborhood, Host: Raydean Golding**
 - B. **Best Block Party (Commercial): Grand Avenue Theatre, Host: Daniel Bucher**
 - C. **Rookie of the Year: NNO Kick-Off Party in Yettie Polk Park, Host: Brian Kinard**
 - D. **Best Theme/Activities: Housing Authority, Host: Sharon Lyons**

Assistant City Manager/Chief of Police Gene Ellis, assisted by Deputy Chiefs Jen Wesley and Larry Berg, presented certificates and challenge coins to several National Night Out award recipients. Chief Ellis said that National Night Out 2018 brought neighbors together at 17 block parties in Belton as community members interacted with police, fire, City officials, and each other in a fun and engaging manner.

2. **Public Comments.**

Charles Haight, 211 Camino Principal: Mr. Haight outlined his background which includes a variety of jobs such as Highway Patrol Sargent, insurance agent and volunteer firefighter/medic, and he added that he is a Certified Public Manager. He has recently become aware of many things including the budget, the Fire Department and a few other items. He cautioned the Council to really look at what they are doing when it comes to the firefighters since it deals with the safety of the citizens.

David Holloway, President of the Belton Professional Firefighters Association: Mr. Holloway said he is the face behind the social media posts. He said that the association sent the City Council a letter in March in an attempt to make them aware of retention problems in the Fire Department. He said that turnover is a problem in a number of City departments including the Police Department. It is something that needs to be addressed City-wide. He asked the Council to continue looking into the issue and ask questions of City employees. He thanked the Firefighters who have remained at the City for their hard work and long hours in keeping the department running. He also thanked the Firefighters who have left City employment for their support on this issue.

4. **Recognize:**

a. **KPA Engineers, along with the Public Works and Planning Departments, for receiving a Central Texas Chapter of APA 2018 Transportation Planning Award for Belton's Roundabout.**

City Manager Sam Listi said the Central Texas Chapter of the American Planning Association recently recognized Mack Parker of KPA Engineers, as well as Staff from the Public Works and Planning Departments, with a 2018 Transportation Planning Award for the Belton Roundabout project. Mayor Grayson said the citizens were initially unsure of the roundabout, but now it has been well received. She added that there are at least two new roundabouts being constructed in Bell County because of the success of Belton's roundabout.

b. **IT and Police Departments for receiving the Texas Municipal League's Municipal Excellence Award in Management Innovations for the Prosecutor Portal.**

City Manager Sam Listi explained that at the recent Texas Municipal League's Annual Conference, the City of Belton received a Municipal Excellence Award in Management Innovations for the Prosecutor Portal project. The IT Department, as well as the Police Department, are to be commended for their innovative work on this project. He recognized Director of IT Chris Brown, as well as Chief Gene Ellis and Scott Rickert from the Police Department.

Consent Agenda

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5. **Consider minutes of September 25, 2018, City Council Meeting.**

6. **Consider a resolution authorizing an agreement with the City of Temple allowing the City of Belton to assume plat approval authority for the final plat**

of Restin' Easy Cox Ranch subdivision, located in both Belton and Temple ETJs.

Councilmember Wayne Carpenter requested that Item #6 be pulled from the Consent Agenda for discussion.

Upon a motion by Councilmember Holmes and a second by Councilmember Kirkley, Item #5 was unanimously approved by a vote of 6-0.

Director of Planning Cheryl Maxwell explained that State law says when a property is located in multiple ETJs, plat authority lies with the more populous city. Although the majority of this development is within Belton ETJ, Temple is responsible for plat authority. She explained that the property owner requested that Temple allow Belton to be the final authority for the plat approval. The Temple City Council authorized this action through a resolution, and the City of Belton must accept the authority from Temple, which is proposed by the resolution under consideration in this item.

Councilmember Carpenter pointed out that the overlapping Temple ETJ on the west side of Lake Belton will continue to be an issue as Belton grows until the cities come to some resolution.

Upon a motion by Councilmember Carpenter, and a second by Councilmember Holmes, Item #6, including the following captioned resolution, was unanimously approved by a vote of 6-0.

RESOLUTION NO. 2018-23-R

RESOLUTION BY THE CITY OF BELTON, TEXAS, AUTHORIZING AN AGREEMENT WITH THE CITY OF TEMPLE, TEXAS, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 212.007, TO DELEGATE PLAT APPROVAL AUTHORITY TO THE CITY OF BELTON FOR THE FINAL PLAT OF RESTIN' EASY COX RANCH SUBDIVISION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Planning and Zoning

7. **Consider a final plat of Jan Addition Replat, 5.625 acres, comprising a 3.228 acre tract and a replat of Lot 1, Block 1, Jan Addition, located on the north side of E. Amity Road, west of Heritage Lane, in Belton's ETJ.**

Director of Planning Cheryl Maxwell explained that this property is a one lot subdivision proposed for residential development with frontage on East Amity Road. The ETJ line between the City of Belton and the Village of Salado bisects this property near the northwest corner of this plat. A portion of this property (2.397 acres) was platted as Jan Addition in October 2017 and was in Salado's ETJ. An additional 3.228 acres is being added which crosses into Belton's ETJ, for a total of 5.625 acres. Texas Local Government Code Section 212.007 states that for a tract

of land located in the ETJ of more than one municipality, the authority responsible for approving a plat is the authority in the municipality with the largest population. Therefore, the City of Belton is the approving authority for this plat. Since the majority of the plat area lies within the Village of Salado ETJ, Staff has coordinated with them in this review.

Mrs. Maxwell presented a summary of the subdivision ordinance requirements as they apply to this subdivision plat.

Water: This property is located within Belton's water CCN; however, the nearest water line is approximately 1.5 miles away on the west side of I-35. There are currently no options for this property to connect to a public water supply system. A water well registered with the Clearwater Underground Water Conservation District (CUWCD) is currently located on site. This lot meets the minimum two acres required for a water well.

There is no water infrastructure in this vicinity to support fire hydrants and provide fire protection. In the event of a fire, water tanker trucks will be needed to suppress the fire. Therefore, a variance for the provision of fire hydrants is requested, and supported by Staff.

Sewer: No sanitary sewer is available to serve this subdivision. A septic system is proposed, subject to approval by the Bell County Public Health District.

Drainage: Since this property lies in Belton's ETJ, the City is not responsible for drainage and will defer to Bell County and their requirements.

Streets: E. Amity Road is a major collector street on the City's Thoroughfare Plan. This requires a minimum ROW of 80'. There is currently approximately 52' of ROW in this vicinity. The developer is responsible for dedicating half of the remaining ROW needed to achieve the 80'. When a portion of this property was platted in 2017, only 60' ROW was needed and the developer dedicated half (approximately 4') of the remaining 8' of ROW needed to achieve this. Although 80' is desirable to accommodate future widening and bar ditches for drainage needs, Staff recommends we defer to the Village of Salado and County requirements since this portion of the roadway is in Salado's ETJ. Salado is requesting 60' ROW; therefore, this plat dedicates approximately 4' of ROW along the portion that is being newly platted to match the ROW dedication that occurred with the previous plat.

Regarding perimeter street improvements, the Subdivision Ordinance requires the developer to contribute one-half the total cost of paving with curb and gutter for the portion of roadway adjacent to this plat, in this case, E. Amity Road. The existing pavement width is 21'. A variance to this requirement is requested. The Subdivision Ordinance allows waiver of this requirement for single family developments not exceeding three lots; therefore, Staff supports the requested variance.

Sidewalks: The Subdivision Ordinance requires the developer to construct and install a 5-foot wide sidewalk along the subdivision side of collector streets, which would apply to E. Amity Road. This requirement is waived since the plat is in the ETJ area, and no entities have assumed responsibility for maintenance.

Parkland Dedication/Fee: Residential subdivisions are required to dedicate suitable lands for the purpose of parkland and/or make a financial contribution for the acquisition and development of such parkland. One acre for each 100 new dwelling units projected is required. With only one lot, the dedication would be 0.01 acre, which is considerably short of the minimum two acres desired for dedication. The fee in lieu of dedication is \$200/lot which would be \$200 for this subdivision. A variance to the parkland dedication/fee is requested. Staff concurs with the variance request since there are no plans to develop a public park in this vicinity at this time, and this single lot is quite large with ample open space available to satisfy the needs of the lot owner.

Conclusion: Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and provided comments which have been addressed. After Council action, this plat will be taken to Bell County Commissioners Court for approval.

Mrs. Maxwell explained that the Planning and Zoning Commission met on October 16, 2018, and unanimously recommended approval of this final plat, subject to the conditions below, and Staff concurs with their recommendation:

1. Approval of variance to water pressure requirement for fire protection;
2. Approval of variance to perimeter street improvements and sidewalk requirement for E. Amity Road; and
3. Approval of variance to the parkland dedication/fee requirement.

Upon a motion by Councilmember Holmes, and a second by Councilmember O'Banion, Item #7 was unanimously approved by a vote of 6-0.

8. **Hold a public hearing and consider an ordinance amending several sections of the Zoning Ordinance as it relates to Accessory Dwelling Units (ADU).**

Planner Kelly Atkinson explained that Staff has received several inquiries regarding the construction of an accessory dwelling unit (ADU) for incidental use to, and located on the same lot as, a main dwelling unit. Currently, the zoning ordinance is restrictive on the opportunity for accessory dwelling units, and some of the language of the ordinance is outdated or not applicable.

Mrs. Atkinson said the general use of accessory buildings and accessory dwelling units is currently defined and allowed in certain zoning districts. However, revisions to the definitions for such uses have been evaluated and rewritten to reflect the intent of the revised ordinance. She said that the zoning ordinance allows ADUs (also referenced as servant's quarters) in Agricultural and Residential Estates

Districts. Garage apartments are defined but are not listed as a permitted use anywhere in any zoning district.

Mayor Grayson asked what the difference was between an attached ADU and an addition to a house. Mrs. Atkinson explained that an attached ADU will typically include a kitchen, bathroom and living quarters.

Atkinson said that Staff has reviewed the zoning standards of several cities and found that zoning districts and other related requirements vary widely between the various locations. Overall, every location addressed similar zoning elements and construction requirements. She discussed the benefits of allowing ADUs. She also reviewed the changes to the zoning ordinance that are proposed by Staff and that are included in the ordinance proposed for adoption (see Exhibit "A").

Mayor Grayson said these ADUs can be used as rental property including temporary use similar to Airbnb which would be subject to hotel/motel taxes. She asked how that situation will be monitored to ensure that the appropriate taxes are paid. Mrs. Atkinson said that most cities she researched started with putting into place a policy on ADUs, and then they followed up with ordinances to regulate the Airbnb type situations through licensing or permitting.

Councilmember Carpenter asked if any of the cities researched have issues with tiny houses moving in. Mrs. Atkinson said she didn't remember any of the research addressing tiny houses because they are typically placed on single lots specifically zoned for tiny houses.

Councilmember Holmes asked if the ADU has to be located directly behind the main dwelling unit. Mrs. Atkinson explained that it doesn't not have to be directly behind the main dwelling unit as long as it conforms to the setback requirements and is located behind the main dwelling unit. Mr. Holmes asked how the City will deal with existing nonconforming units. Mrs. Atkinson said it could be handled through Code Enforcement. City Manager Listi said if there is a request for an additional permit, it would give Staff the opportunity to address the nonconformance at that time. He said there have been several requests for ADUs, and recommended approving the ordinance allowing for review by the Planning and Zoning Commission and the City Council through the SUP process.

Councilmember Holmes asked if someone is remodeling a garage and adding an apartment to it, is the 800 square feet or 75% of square footage of the home limited to the remodel or to the dwelling itself? Mrs. Atkinson explained that is the purpose of the SUP, to allow flexibility to address situations like the one described. Mr. Holmes said he can see the request not being approved because it is more than the maximum square footage allowed. Mr. Listi clarified, "Your concern is that the 800 square feet is not enough?" Mr. Holmes said putting an apartment over a 3-car garage is a lot of square footage.

Councilmember O'Banion said the City is not trying to discourage these types of structures, but needs to make sure, through the SUP process, that there is some control on the quality of the structure. However, he added that the City needs to be careful not to be too restrictive. Mayor Grayson said there may also be deed restrictions that do not allow these structures.

Councilmember Kirkley said that the City needs to continue with compassionate compliance concerning the existing nonconforming structures. He added that these structures are needed, but cautioned not to be too restrictive making it not doable for some citizens.

Councilmember Holmes asked how parking will be determined. Mrs. Atkinson said that parking is already addressed in the existing ordinance, but parking requirements will also be determined during the SUP process. He asked if an architectural rendering can substitute for a site plan. Mrs. Atkinson said the applicant will follow the same procedure as the existing permitting process for an accessory building.

Mayor Grayson opened the public hearing.

Gary Barmore, 619 Penelope Street, said he has been involved in this topic through all the Planning and Zoning meetings. He is looking to build a multi-generational facility for his 84 year old father-in-law. However, 800 square feet is too restrictive. He said that most house plans that allow for two bedrooms are larger than 800 square feet. Most of the 800 square feet ADU buildings he has found are for one bedroom, but at some point, around the clock nursing care may be needed which would require a second bedroom. Mayor Grayson asked Mr. Barmore what size structure he was needing. Mr. Barmore said a minimum of 1000 square feet would be sufficient. He said his property is a half-acre, and nobody will be able to tell from the street whether the ADU is 800 or 1000 square feet. He also doesn't want to spend \$1,800 for an elevation plan without a guaranteed approval for construction.

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

Councilmember O'Banion asked, "What constitutes a site plan?" Mrs. Atkinson said at the permitting application stage, we wouldn't need to see full architectural plans. The applicant can provide a general layout showing dimensions, a floor plan and a scope of work, along with exterior materials that are proposed to be used. Once the applicant has received preliminary approval, then the construction plans would be required. Councilmember Holmes asked if an elevation plan would be required. Mrs. Atkinson said that elevation plans are beneficial, but the applicant can actually draw the elevation.

Mayor Pro Tem Pearson said he is struggling to understand the 800 square feet limit. He asked where that number came from. Mrs. Atkinson said that most of the cities researched had a limit of approximately that size. Councilmembers Kirkley and O'Banion both said that the size will also depend on the lot size. Councilmember Holmes said that the 800 square feet size does not make sense to him. The

proposed ordinance says 800 square feet or 75% of the main dwelling unit, whichever is less, which basically limits the ADU to 800 square feet regardless of the size of the main dwelling unit.

Several variations of the allowable size for an ADU were discussed.

Councilmember O'Banion made a motion to allow Accessory Dwelling Units that are 800 square feet or up to 60% of the main structure size, whichever is greater. The motion was seconded Councilmember Holmes. Item #8, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE 2018-36

AN ORDINANCE OF THE CITY OF BELTON, TEXAS, AMENDING SEVERAL SECTIONS OF THE ZONING ORDINANCE AS IT RELATES TO ACCESSORY DWELLING UNITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Miscellaneous

9. **Consider authorizing the City Manager to enter into a professional services agreement with Turley Associates, Inc. for professional engineering services for the Southwest Parkway Project.**

Director of Public Works Angellia Points explained that the extension of Southwest Parkway from Liberty Park Drive to Huey Drive was identified in the FY2018 TIRZ budget and goals. The objective of the project is to improve circulation in southwest Belton. The connection over Mitchell Branch Creek also provides Liberty Valley and Liberty Park a second means of access.

Mrs. Points said that a portion of Southwest Parkway was built with the Liberty Park subdivision. That particular section of Southwest Parkway was built as a 31' foot wide street (back-of-curb to back-of-curb) with a sidewalk on the west side of the roadway. Although the 31' road was constructed to a local street width, the road was designed and constructed to the loadings and requirements of a collector. She added that with the Liberty Valley Subdivision, a section of Southwest Parkway was also built north of Huey Drive. That collector roadway was built as a 37' foot wide street (back-of-curb to back-of-curb) with a sidewalk on the east side of the roadway. This project would connect the two built sections of roadway, including the crossing over Mitchell Branch.

Points said the extension is proposed to be built to the City's collector street standards, including sidewalk on both sides of the roadway. The project would also include widening the existing 31' wide street to 37' in width. Additionally, a waterline connection is needed to loop the water service in the area. While the road is under

construction, it would be prudent to install a new 8" (minimum) waterline along the corridor and connect to existing lines in both subdivisions.

Mrs. Points explained the process that the City follows to select engineering firms for projects like this one. A selection committee reviewed the qualifications and determined Turley Associates, Inc. to be the most qualified to perform the work. Turley Associates has extensive experience in the area of Southwest Parkway with the developments of Liberty Valley and Liberty Hill. Turley also designed the culvert crossing downstream along Mitchell Branch at Connell Street.

Mayor Grayson asked who was on the selection committee. Mrs. Points said the selection committee included the City Manager, the Assistant City Manager/Chief of Police, the Director of Finance, the City Clerk, the Director of Public Works and the Assistant Director of Public Works.

Points said that the Southwest Parkway Project design scope of services is \$169,144.68. Funding for the design services is proposed to come from the TIRZ Fund, which has a budget of \$450,000 allocated for this project. The scope of the construction will be determined during the design phase. She said that, at minimum, the road connection from the existing Liberty Park Drive to Huey Drive will be constructed. The widening of the existing Southwest Parkway south of Liberty Park Drive will be bid as an add alternative.

Mayor Grayson asked where this project is on the City's priority list. Director of Finance Brandon Bozon said it was identified as a priority for the TIRZ Board approximately two years ago. TIRZ is a joint board with the County, and the County really wants to alleviate the traffic congestion in front of the Justice Complex. He said it has also been identified as a safety concern since there is currently only one way in and out of the subdivision.

Councilmember O'Banion asked what makes Turley more qualified than KPA to do this job. Mrs. Points explained that Turley has designed several projects in this area and is very familiar with the area. Mr. O'Banion said it concerns him that a committee is making decisions on which engineers should be used for projects. He added, however, that it makes sense to use Turley for this project. City Manager Listi said that in accordance with the law, we cannot bid professional engineering services. Mr. O'Banion said that the City has done well with KPA and has a long history with them, although he agreed that Turley was probably appropriate for this contract.

Upon a motion by Councilmember Holmes, and a second by Councilmember Kirkley, Item #9 was unanimously approved by a vote of 6-0.

10. Consider accepting conveyance of 1.391 acres from Barnes Building Corporation for drainage purposes.

Director of Public Works Angellia Points explained that Barnes Building Corporation developed the Liberty Hill subdivision in the mid-2000s. During the platting of the subdivision, Property ID 61775 was not owned by the Barnes Building Corporation. The property is not developable into a single family lot as drainage is naturally conveyed through the property. After platting the subdivision, the property was conveyed by Correction Deed to the Barnes Building Corporation and has been in the Corporation's possession until this point.

Mrs. Points said Liberty Hill was developed nearly 12 years, and City Staff has become aware of a drainage issue. Contrary to other development projects, the drainage for the subdivision was not properly designed. Runoff from the west flows into the backyards of the lots along E Ave S. The drainage channels and culverts are either undersized or not at the correct elevations. The owner of Property ID 61775 approached the City about conveying the property to the City at no cost. City Staff evaluated the property and determined it could be used in the overall solution to address the drainage issues within the Liberty Hill subdivision. She added that the Liberty Hill Drainage Project is in preliminary stages of design by KPA for the City to determine the best methods to address the drainage issues. Regardless if channelization is needed or another detention pond can be constructed, Property ID 61775 will be critical when constructing such features.

Councilmember O'Banion asked how much work will be required. Mrs. Points said it depends on the type of drainage structure that is determined to be best.

Upon a motion by Councilmember Carpenter, and a second by Councilmember O'Banion, Item #10 was unanimously approved by a vote of 6-0.

11. 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.

City Clerk Amy Casey said that the City has had trouble recruiting citizens to serve on the Board of Directors for the Lena Armstrong Public Library. There are two factors that affect the ability to serve. One, the two term limit, is found in the by-laws of the Board of Directors, and has recently been removed by the Board. The other factor is found in the Code of Ordinances which requires those desiring to serve to be a resident of the City of Belton. The Board of Directors met on September 19th and recommended the Council change the requirement to allow someone living within the boundaries of the Belton Independent School District to serve.

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember O'Banion, Item #11, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE NO. 2018-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-26 OF THE CODE OF ORDINANCES REGARDING THE MEMBERSHIP REQUIREMENTS OF THE LIBRARY BOARD OF DIRECTORS; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

12. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 4.35 acres in the Belton Business Park to PC Properties, LLC.

BEDC Executive Director Cynthia Hernandez said that the BEDC has received an offer from PC Properties, LLC to purchase 4.35 acres in Phase II of the Belton Business Park. PC Properties will construct a 10,000-sf building for Texas First Rentals, a HOLT Company based out of San Antonio, Texas.

Mrs. Hernandez explained that the company estimates their investment for the land and building at \$3.5 million with a target construction completion date of December 2019. Texas First Rentals will offer heavy equipment rentals as well as some equipment sales. The company will start with 9 employees eventually growing to 17 at the Belton location.

Hernandez said that PC Properties is offering \$1.50 per square foot which is the BEDC's current asking price for property in Phase II of the Belton Business Park. The contract provides for a 90-day inspection period with the closing to take place 15 days after the inspection period expires. The buyer will cover the costs of the survey, and the seller will pay for title insurance and 3% of the broker's commission. The total estimated cost to BEDC for services and fees related to the sale of the property is estimated at \$25,477 which will come from the BEDC Fund Balance.

Mrs. Hernandez added that at its meeting on October 17, 2018, the BEDC Board of Directors voted to approve the contract as presented.

Councilmember Holmes asked whose broker was being used. Mrs. Hernandez said that the broker was the one used by Texas First Rentals.

Upon a motion by Councilmember Holmes, and a second by Councilmember Kirkley, Item #12 was unanimously approved by a vote of 6-0.

13. Consider a resolution authorizing the submission of a grant application to the Federal Emergency Management Administration for an Assistance to Firefighters Grant.

Grants and Special Projects Coordinator Bob van Til said that Assistance to Firefighter Grants are provided by the U.S. Department of Homeland Security through the Federal Emergency Management Administration. These grants fund

equipment purchases, wellness/fitness, and training. The proposed grant application will request funding to purchase two RIT packs and 20 SCBAs. He added that this is the third time this grant application has been submitted for these items.

Mr. van Til explained that a Rapid Intervention Team (RIT) Pack and a Self-Contained Breathing Apparatus (SCBA) are designed to provide a firefighter "breathable air" when they are low or completely out of air in an environment that is immediately dangerous to life or health. The current SCBA equipment is aging (15+ years old) and is in need of replacement.

The grant application is due on October 26, 2018, and Staff is recommending a grant amount of \$190,977. Mr. van Til explained that the local match is \$19,098, which is ten percent of the grant amount. He added that the grant award is expected on June 1, 2019.

Councilmember Holmes asked if the SCBAs are tested and certified each year. Fire Chief Bruce Pritchard said that, although there is a 15-20 year life on the SCBAs, they are certified each year.

Upon a motion by Councilmember Kirkley, and a second by Mayor Pro Tem Pearson, Item #13, including the following captioned resolution, was unanimously approved by a vote of 6-0.

RESOLUTION NO. 2018-22-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FOR AN ASSISTANCE TO FIREFIGHTERS GRANT, PROVIDING A LOCAL MATCH, AND DESIGNATING AN AUTHORIZED OFFICIAL.

There being no further business, the Mayor adjourned the meeting at 7:18 p.m.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

ACCESSORY DWELLING UNITS

~Incremental Infill Development~

Today's Discussion

- **Background** – Why consider these changes?
- **ADU** – Types we are considering.
- **Where we're at** – Currently, in the Zoning Ordinance.
- **Challenges** – Common public concerns.
- **Benefits** – How does this achieve our goals?
- **Proposed changes** – Recommended revisions.
- **Recommendation**

BACKGROUND

Why consider these changes?

Citizen Interest!

Citizens have approached the Planning Dept. to express the need for ADUs.

Reasons:

- Multigenerational Families
- Affordable Housing Option
- Rental income



It's Important!

2018-2022 Strategic Plan

Year 1 Goal 1c:

Update development policies to encourage:

- *Organic infill development;*
- *Affordable housing, where appropriate; and*
- *Modified standards that ensure quality development.*



Action Plan FY 2018

Goal Category:	Governance	
Goal 1c:	Implement Comprehensive Plan and Update Development Policies	
Applicable Outcome Statement(s):	Belton's governance is fair, transparent, and fiscally responsible	
Project Year:	FY 2018	
Team Leader:		Assisted By:
Director of Planning		All Management Team

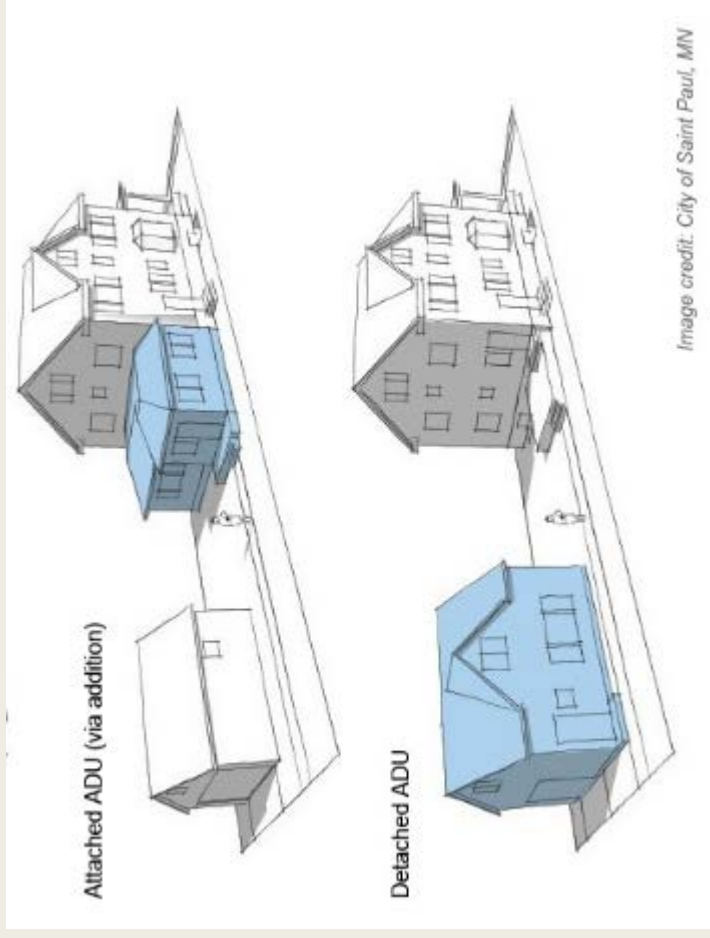
Outcome Description(s):	<ul style="list-style-type: none">• Updated Comprehensive Plan provides a guide to address anticipated future land use needs in the community	
Performance Indicator(s):	<ul style="list-style-type: none">• New residential, commercial, and industrial proposals consistent with future Land Use Plan• Development of roadway projects consistent with the Thoroughfare Plan• Comprehensive Plan components consistent with the Zoning Ordinance and Design Standards• Updated development policies to encourage:<ul style="list-style-type: none">◦ organic infill development;◦ affordable housing, where appropriate; and◦ modified standards that ensure quality development◦ adoption of Code Updates to maintain ISO classification	
Challenges/Barriers:	<ul style="list-style-type: none">• Staff resources to analyze and develop elements given current planning activity levels• P&ZC/Council/Community time for public involvement process• Integration of elements and keeping Plan and Policies updated over time	
Partners:	<ul style="list-style-type: none">• Management Team	

Timeline for Implementation	Expected Completion Date
FY 2018	Ongoing

ADU

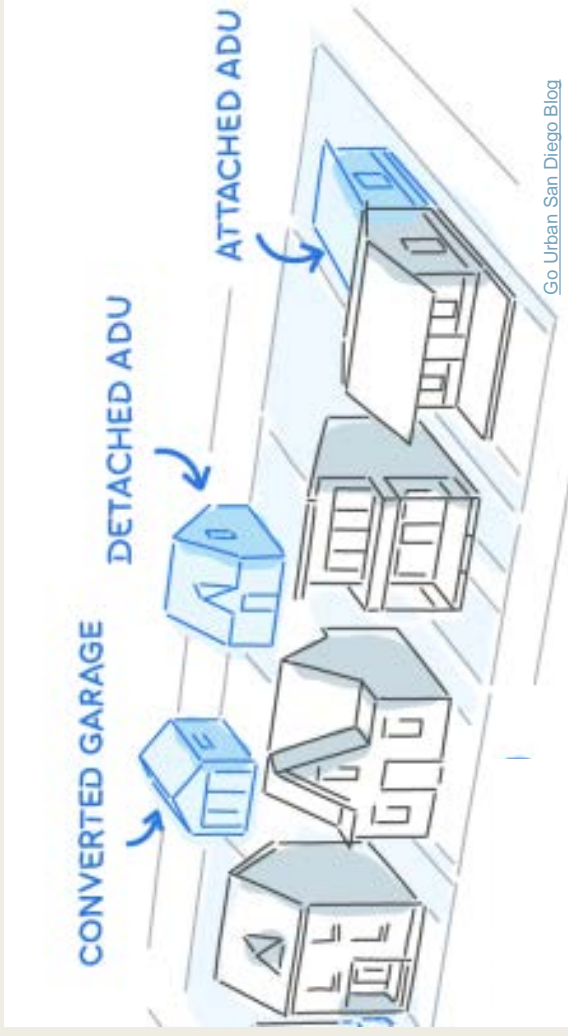
Types we are considering.

Types of ADUs



- Attached – Addition to an existing dwelling unit
- Detached – A separate dwelling unit subordinate to the main dwelling unit

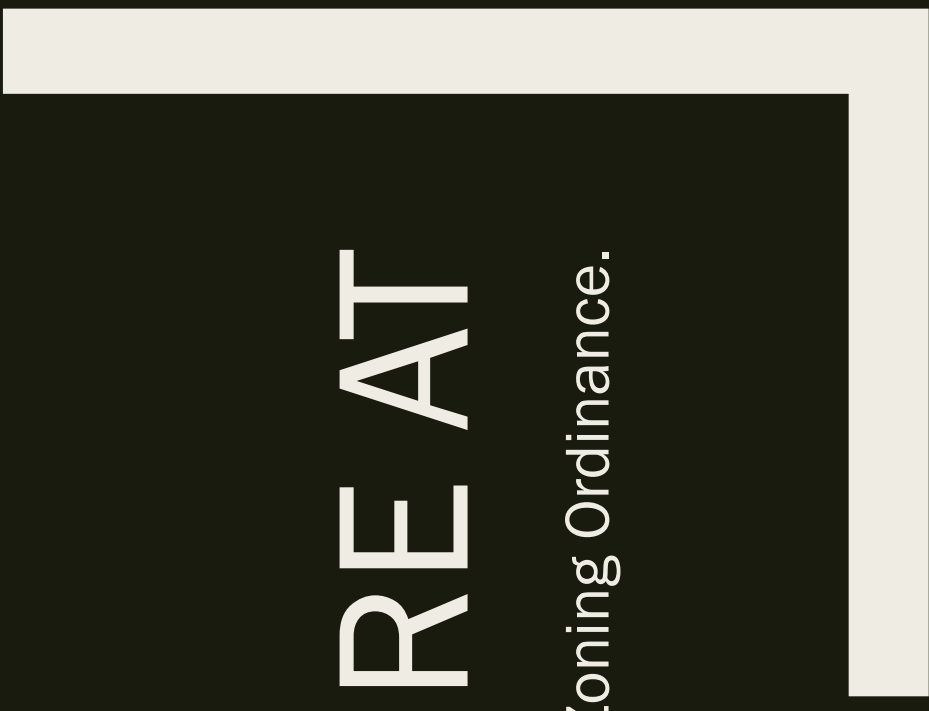
Placement of ADUs



- BEHIND the main building
- Attached to the main building
- Detached from the main building
- Compatible with the main building and the surrounding neighborhood

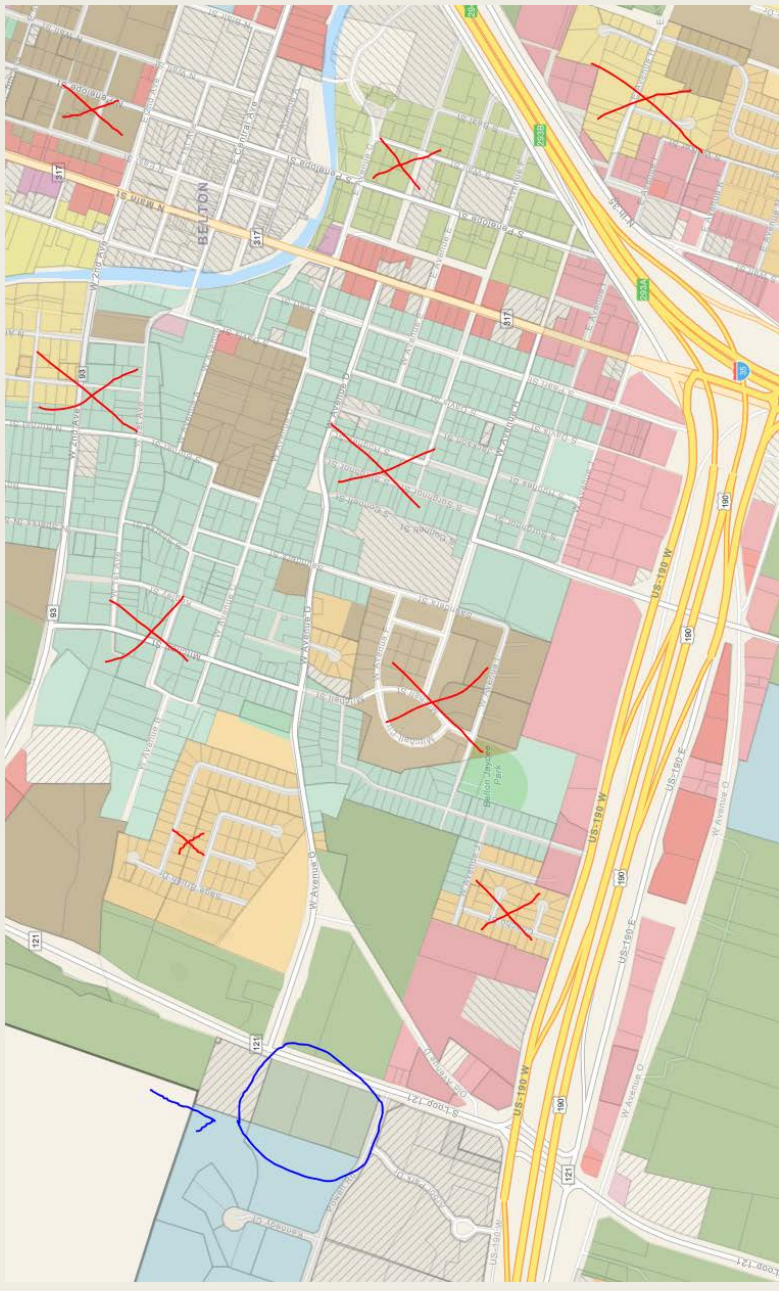
WHERE WE'RE AT

Currently, in the Zoning Ordinance.



Current climate for ADUs in Belton, TX

- Unclear definitions
- Outdated language
- Limited zoning districts
- Restrictive requirements
- Existing supply of “illegal” and legal non-conforming ADUs



Zoning Districts

Allowed: AG and RE ONLY

- AG – Not the same needs as single-family zoning districts
- RE – 3 tracts in the entire city zoned this way!

New	AG	RE	SF-1	SF-2	SF-3
ADU w/ Kitchen	✓	✓			
ADU w/o Kitchen	✓	✓			
Existing	AG	RE	SF-1	SF-2	SF-3
Building Conversion	N/A	N/A			

CHALLENGES

Common public concerns.



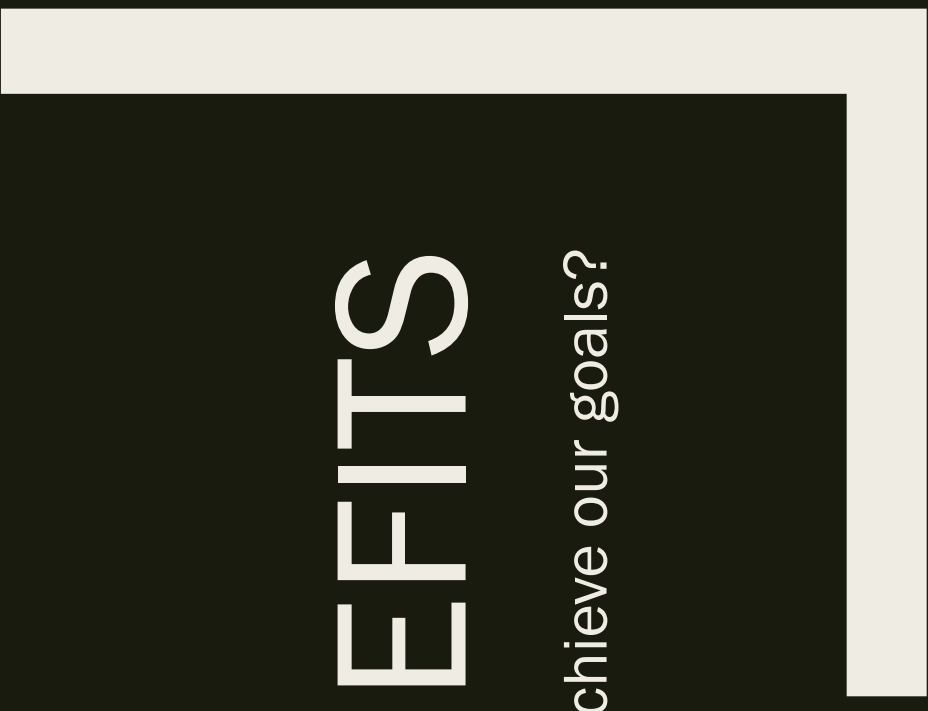
Common Objections and Barriers

- Common neighborhood objections:
Noise, privacy, property value impacts, etc.
- “NIMBYism”
- Parking and traffic
- Financing



BENEFITS

How does this achieve our goals?



The good news for ADUs!

It **CAN** be easy being green!

- Lower impact to city utilities and use of existing infrastructure
- Smaller footprint and less electricity and water consumption
- Sustainable land use practice

Other positive impacts:

- Housing options (multigenerational, single-person HH, etc.)
- Affordable housing
- Organic Infill
- Rental income potential



PROPOSED CHANGES

Recommended revisions.



Proposed Amendments

- A. **Amend Definitions:** REMOVE Servant’s Quarters and Garage Apartment, REVISE Main Building and Accessory Building, and CREATE Accessory Dwelling Unit (ADU) definition
- B. **Amend Zoning Districts** to allow BY RIGHT in AG and RE and by SPECIFIC USE PERMIT in SF-1, SF-2, and SF-3
- C. **ADD** – Conversion of EXISTING BUILDING to ADU by SPECIFIC USE PERMIT in AG, RE, SF-1, SF-2, SF-3
- D. **Amend Regulations:**
 - Required Zoning
 - # of ADUs per lot
 - Min. Lot Size
 - Max Square ft.
 - Max. Lot Coverage
 - Max. Height of ADU
 - Setbacks
 - Parking Requirement
 - Building Materials
 - Utilities and Metering
 - Plat Required
 - Owner-Occupied Building Permits (*not recommended by P&Z)

New	AG	RE	SF-1	SF-2	SF-3
ADU w/ Kitchen	✓	✓	SUP	SUP	SUP
ADU w/o Kitchen	✓	✓	✓	✓	✓
Existing	AG	RE	SF-1	SF-2	SF-3
Building Conversion	SUP	SUP	SUP	SUP	SUP

Proposed Revisions - Definitions

REVISE:

- **Building, Main:** A building in which the principal use of the lot on which it is situated is conducted. ~~In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.~~
- **Accessory Building:** A subordinate building or a portion of the main building located on the same lot as the main building, the use of which is incidental to that of the dominant use of the building or premises. Accessory buildings may include parking garages, adjacent farm structures, home workshops and tool houses, storage sheds, home greenhouses, etc. ~~An accessory dwelling shall mean the same as accessory building except it may be used as a residence.~~

REMOVE:

- ~~**Garage Apartment:** A dwelling unit for one family erected in conjunction with a garage.~~
- ~~**Servant's Quarters:** An accessory dwelling in a residential district for the sole use and occupancy of a member of the immediate family or a person or persons employed on the premises by the occupant on a full time basis as domestic help, such as a maid, yard man, chauffeur, cook or gardener, but not involving the rental of such facilities or the use of separate utility connections.~~

ADD:

- **Accessory Dwelling Unit:** A subordinate building or a portion of the main building located on the same lot as the main building and may be used as a residence. Distinction is made between an Accessory Dwelling Unit with a kitchen and without a kitchen. Accessory dwelling units that do not contain a kitchen include guest houses or pool houses.

Proposed Revisions - Zoning

CURRENT

New	AG	RE	SF-1	SF-2	SF-3
ADU w/ Kitchen	✓	✓			
ADU w/o Kitchen	✓	✓			
Existing	AG	RE	SF-1	SF-2	SF-3
Building Conversion	N/A	N/A			

PROPOSED

New	AG	RE	SF-1	SF-2	SF-3
ADU w/ Kitchen	✓	✓	SUP	SUP	SUP
ADU w/o Kitchen	✓	✓	✓	✓	✓
Existing	AG	RE	SF-1	SF-2	SF-3
Building Conversion	SUP	SUP	SUP	SUP	SUP

Proposed-Accessory Building & Use Regulations (Section 36)

- a. Lot must be **zoned** AG, RE, SF-1, SF-2, SF-3;
- b. **Limit** to ONE ADU per lot;
- c. Minimum **lot size** of 5000 square feet;
- d. Maximum **square feet** allowed shall be no more than 800 square feet or no more than 75% of the square footage of the main building, whichever is less;
- e. Maximum **height limit** - must be compatible with existing structures and surrounding properties, not to exceed 2½ stories;
- f. **Building setbacks** – ADU must be constructed to the rear of the main building and if detached, must be separated from the main building by a minimum distance of 10 feet and observe the same side yard setbacks as the main building. An ADU shall have a rear yard setback of no less than 10 feet;
- g. One additional **parking** space is required for the addition of an ADU if the required minimum parking for the main building plus one space is not provided on the lot;
- h. Maximum **lot coverage** shall be no more than 60% with the addition of an ADU, including the main building and any other accessory buildings;
- i. **Building materials** shall be compatible with the main building and comply with the City of Belton Design Standards;
- j. Utilities (water and sewer) must share **meters** with the main building;
- k. Lot must be platted per Section 45, Creation of a Building Site.
- I. ADU building permit issued for owner occupied property only (*not recommended by P&Z)**

RECOMMENDATION



Recommendation

Hold a public hearing on proposed code amendments and, if ready, recommend approval of an ordinance amending several sections of the Zoning Ordinance as it relates to Accessory Dwelling Units (ADU).

Staff Report – City Council Agenda Item



Agenda Item #6

Consider reappointment to the Belton Economic Development Board of Directors.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Joe Shepperd's term on the BEDC Board of Directors will expire on November 30, 2018. Mayor Grayson is recommending him for reappointment, and he has expressed a desire to serve another 3-year term.

Fiscal Impact

N/A

Recommendation

Recommend approval of the reappointment.

Attachments

None

Staff Report – City Council Agenda Item



Agenda Item #7

Hold a public hearing and consider an ordinance amending Chapter 22, Article VI, Section 22-106 through 22-108 of the Code of Ordinances regarding traffic schedules and speed limit regulations.

Originating Department

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

Summary Information

Current Ordinance

Section 22-106 through 22-108 currently reads as follows:

Sec. 22-106. - Traffic schedules and speed limit regulations.

All traffic schedules of the City indicating through, stop and yield streets, one-way streets and speed limits shall be on file in the City Clerk's office.

Secs. 22-107—22-120. - Reserved.

Proposed Ordinance

After the installation of traffic control devices, an ordinance needs to be passed in order to enforce penalties. Moving forward, Staff will propose such ordinance twice a year as new subdivisions and new signs are installed.

Sec. 22-106. – Traffic schedules and speed limit regulations.

- (a) All traffic schedules of the City indicating through, stop and yield signs, one-way streets and speed limits shall be on file in the City Clerk's office and/or listed in the following schedule.

Schedule A.

A stop sign at the northeast corner of E 13th Avenue facing east at its intersection with North Beal Street.

A stop sign at the southwest corner of E 13th Avenue facing west at its intersection with North Beal Street.

A stop sign at the northeast corner of W Ave D facing east at its intersection with Mitchell Street.

A stop sign at the southwest corner of W Ave D facing west at its intersection with Mitchell Street.

PART 2: Chapter 22, Article IV, Sections 22-107 and 108 through 120 “Penalty” and “Reserved”, respectively, of the Code of Ordinances of the City of Belton, Texas, is hereby added and amended to read as follows:

Sec. 22-107. – Penalty.

- (a) Any person, corporation or association violating any provision of this Ordinance shall be deemed guilty of an offense, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars (\$500). The violation thereof shall be deemed a separate offense, and shall be punished accordingly.
- (b) The driving or operating of any motor vehicle on or along any portion of a public street of the City at a rate of speed that is greater than the maximum rate of speed fixed by this traffic code shall be a violation of this traffic code. Any person convicted of violating any of the provisions of this chapter shall be guilty of a misdemeanor known as the offense of speeding and shall, upon conviction, be fined in an amount not to exceed \$200.
- (c) Any person convicted of an offense under this chapter of this code, or an offense under Section 545.066, Texas Transportation Code, while driving or operating a motor vehicle within a school zone as described in this code, shall, upon conviction, pay as court costs \$25 in addition to other taxable court costs.
- (d) The money collected under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected; and
- (e) Above notwithstanding, it shall not be a defense in a prosecution under this traffic code that there was no sign, or that such sign was not sufficiently legible or in a proper position to be seen by the defendant or by an ordinarily observant person.

Sec. 22-108-120 – Reserved.

Fiscal Impact

None.

Recommendation

Hold the public hearing and adopt the ordinance amending Chapter 22, Article VI, Sections 22-106 through 22-108 of the Code of Ordinances.

Attachments

Ordinance

ORDINANCE NO. 2018-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 22, ARTICLE VI, SECTION 22 OF THE CODE OF ORDINANCES, ADDING SCHEDULE A REGARDING STOP SIGNS IN CITY STREETS, AND ADDING A PENALTY CLAUSE FOR A VIOLATION OF CHAPTER 22; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Belton desires to continue to protect and ensure the public health, safety, and welfare of its residents and businesses by regulating and guiding road users for the protection of the general travelling public; and

WHEREAS, the City of Belton is authorized by Texas Transportation Code to establish and regulate compliance with rules governing the use of public thoroughfares; and

WHEREAS, Chapter 22 of the City of Belton's Code of Ordinances requires the driver of any vehicle to obey the instructions of any official traffic-control device; and

WHEREAS, Chapter 22 of the City of Belton's Code of Ordinances gives the traffic director the authority to place and maintain official traffic-control devices as required under the traffic ordinances of this City to make effective the provisions of the ordinances, and the traffic director may place and maintain such additional official traffic-control devices as they may deem necessary to regulate, warn or guide traffic under the traffic ordinances of this City or under State law; and

WHEREAS, the City Council desires to amend and supplement its regulations as provided by, and consistent with, Texas law.

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

PART 1: Chapter 22, Article IV, Section 22-106 "Traffic schedules and speed limit regulations" of the Code of Ordinances of the City of Belton, Texas, is hereby amended to read as follows:

Sec. 22-106. – Traffic schedules and speed limit regulations.

- (a) All traffic schedules of the City indicating through, stop and yield signs, one-way streets and speed limits shall be on file in the City Clerk's office and/or listed in the following schedule.

Schedule A.

A stop sign at the northeast corner of E 13th Avenue facing east at its intersection with North Beal Street.

A stop sign at the southwest corner of E 13th Avenue facing west at its intersection with North Beal Street.

A stop sign at the northeast corner of W Ave D facing east at its intersection with Mitchell Street.

A stop sign at the southwest corner of W Ave D facing west at its intersection with Mitchell Street.

PART 2: Chapter 22, Article IV, Sections 22-107 and 108 through 120 “Penalty” and “Reserved,” respectively, of the Code of Ordinances of the City of Belton, Texas, is hereby added and amended to read as follows:

Sec. 22-107. – Penalty.

- (a) Any person, corporation or association violating any provision of this Ordinance shall be deemed guilty of an offense, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars (\$500). The violation thereof shall be deemed a separate offense, and shall be punished accordingly.
- (b) The driving or operating of any motor vehicle on or along any portion of a public street of the City at a rate of speed that is greater than the maximum rate of speed fixed by this traffic code shall be a violation of this traffic code. Any person convicted of violating any of the provisions of this chapter shall be guilty of a misdemeanor known as the offense of speeding and shall, upon conviction, be fined in an amount not to exceed \$200.
- (c) Any person convicted of an offense under this chapter of this code, or an offense under Section 545.066, Texas Transportation Code, while driving or operating a motor vehicle within a school zone as described in this code, shall, upon conviction, pay as court costs \$25 in addition to other taxable court costs.
- (d) The money collected under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected; and
- (e) Above notwithstanding, it shall not be a defense in a prosecution under this traffic code that there was no sign, or that such sign was not sufficiently legible or in a proper position to be seen by the defendant or by an ordinarily observant person.

Sec. 22-108-120 – Reserved.

PART 3. Chapter 22 of the City of Belton’s Code of Ordinances is hereby amended as provided in this Ordinance, and all prior ordinances of the City dealing with through streets and stop intersections in said location(s) are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

PART 4: It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

PART 5: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Belton, Texas and the Texas Local Government Code, and it is accordingly so ordained.

PART 6: The Code of Ordinances of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

PART 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the 13th day of November, 2018.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk



Amending Chapter 22 of the Code of Ordinances

CITY COUNCIL

NOVEMBER 13, 2018



Existing Ordinance

Chapter 22, Article VI, Section 22-106 of the Code of Ordinances states the following.

Sec. 22-106. - Traffic schedules and speed limit regulations.

- All traffic schedules of the City indicating through, stop and yield streets, one-way streets and speed limits shall be on file in the City Clerk's office.

Secs. 22-107—22-120. - Reserved.

- After the installation of traffic control devices, an ordinance needs to be passed in order to enforce penalties.
- Moving forward, Staff will propose such ordinance twice a year as new subdivisions and new signs are installed.



Proposed Ordinance

Sec. 22-106. – Traffic schedules and speed limit regulations.

All traffic schedules of the City indicating through, stop and yield signs, one-way streets and speed limits shall be on file in the City Clerk's office and/or listed in the following schedule.

- Schedule A.
- A stop sign at the northeast corner of E 13th Avenue facing east at its intersection with North Beal Street.
- A stop sign at the southwest corner of E 13th Avenue facing west at its intersection with North Beal Street.
- A stop sign at the northeast corner of W Ave D facing east at its intersection with Mitchell Street.
- A stop sign at the southwest corner of W Ave D facing west at its intersection with Mitchell Street.



Proposed Ordinance

Sec. 22-107. – Penalty.

- a) Any person, corporation or association violating any provision of this Ordinance shall be deemed guilty of an offense, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars (\$500). The violation thereof shall be deemed a separate offense, and shall be punished accordingly.
- b) The driving or operating of any motor vehicle on or along any portion of a public street of the City at a rate of speed that is greater than the maximum rate of speed fixed by this traffic code shall be a violation of this traffic code. Any person convicted of violating any of the provisions of this chapter shall be guilty of a misdemeanor known as the offense of speeding and shall, upon conviction, be fined in an amount not to exceed \$200.
- c) Any person convicted of an offense under this chapter of this code, or an offense under Section 545.066, Texas Transportation Code, while driving or operating a motor vehicle within a school zone as described in this code, shall, upon conviction, pay as court costs \$25 in addition to other taxable court costs.
- d) The money collected under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected; and
- e) Above notwithstanding, it shall not be a defense in a prosecution under this traffic code that there was no sign, or that such sign was not sufficiently legible or in a proper position to be seen by the defendant or by an ordinarily observant person.

Sec. 22-108-120 – Reserved.



Next Steps

Hold the public hearing and adopt the ordinance amending Chapter 22, Article VI, Section 22-106 through 22-108 of the Code of Ordinances.

Staff Report – City Council Agenda Item



Agenda Item #8

Consider approval and recordation of non-annexation Development Agreements for properties owned by the Dickson Family, including:

#	PROPERTY OWNER(S)	PROPERTY ID
1	DICKSON, CHESTER E ETUX LINDA DIANE	29291
2	DICKSON, CHESTER E ETUX LINDA DIANE	29292
3	DICKSON, CHESTER E ETUX LINDA DIANE	29288
4	DICKSON, CHESTER E ETUX	29278
5	DICKSON, CHESTER E ETUX LINDA DIANE	29283
6	DICKSON, CHESTER E	29274
7	DICKSON, CHESTER E ETUX LINDA DIANE	29282
8	DICKSON, CHESTER E	29276
9	DICKSON, CHESTER E ETUX LINDA DIANE	29285
10	DICKSON, CHESTER E ETUX LINDA DIANE	10240
11	DICKSON, CHESTER E ETUX LINDA DIANE	29286
12	DICKSON, CHESTER E ETUX LINDA	25237
13	DICKSON, CHESTER E ETUX LINDA DIANE	123231
14	DICKSON, CHESTER E ETUX LINDA DIANE	124431
15	DICKSON, CHESTER E ETUX DIANE M	8672
16	DICKSON, CHESTER E ETUX LINDA DIANE	29280
17	DICKSON, CHESTER E ETUX LINDA DIANE	29279
18	DICKSON, CHESTER E ETUX LINDA DIANE	38071
19	DICKSON, CHESTER E ETUX LINDA DIANE	168881
20	DICKSON, CHESTER E ETUX LINDA DIANE	49350
21	DICKSON, CHESTER E ETUX LINDA DIANE	419292
22	DICKSON, CHESTER E ETUX LINDA DIANE	419293
23	DICKSON, CHESTER E ETUX LINDA DIANE	419294
24	DICKSON, CHESTER E ETUX LINDA DIANE	587
25	DICKSON, CHESTER E ETUX LINDA DIANE	107623
26	DICKSON, CHESTER E ETUX LINDA DIANE	471161
27	DICKSON, CHESTER E ETUX LINDA DIANE	477158*
28	DICKSON, CHESTER E ETUX LINDA DIANE	107618

*Part of Property ID 114064 that was divided and purchased by another entity in 2017.

Originating Department

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

Summary Information

The property owners, Mr. and Mrs. Dickson, representing 28 parcels, are requesting to sign Non-Annexation Development Agreements for a 10-year period, and they are recommended for approval and recordation. A 10-year term is consistent with the surrounding, existing non-annexation development agreements, and will begin upon Council approval, extending two (2) years beyond the 2016 development agreements, in conjunction with Growth Management Study in late 2016.

The request for a non-annexation development agreement is a condition for providing a waterline easement to the City of Belton for the North Belton Waterline Project that will connect the proposed third elevated storage tank to the transmission line from BCWCID No. 1. The Agreements represent tracts located just along Sparta Road, south of FM439, and west of Wheat Road.

Mr. and Mrs. Dickson have acquired properties with existing development agreements that were signed in 2016. The following properties that were purchased by the Dickson Family currently have approved and recorded 2016 non-annexation development agreements.

#	PROPERTY OWNER(S)	PROPERTY ID	CURRENT DEVELOPMENT AGREEMENT EXPIRATION DATE
18	DICKSON, CHESTER E ETUX LINDA DIANE	38071	November 22, 2026
19	DICKSON, CHESTER E ETUX LINDA DIANE	168881	November 22, 2026
20	DICKSON, CHESTER E ETUX LINDA DIANE	49350	November 22, 2026
26	DICKSON, CHESTER E ETUX LINDA DIANE	471161	November 22, 2026
27	DICKSON, CHESTER E ETUX LINDA DIANE	477158*	November 22, 2026

*Part of Property ID 114064 that was divided and purchased by another entity in 2017.

The listed properties above with existing non-annexation development agreements are now owned by the Dickson Family. The 2016 development agreements are recommended to be replaced by the proposed development agreement in today's action, creating a new term starting November 22, 2018, expiring November 22, 2028.

Signed Development Agreements provide the bridge to timely annexation and development, will trigger a consideration for voluntary annexation when, and if, development is desired and, until that time, the City will have no obligation for Municipal Services here on these properties. The Development Agreements should be approved and recorded in the Bell County Courthouse since they:

- Facilitate long range planning
- Protect current and future development
- Avoid establishment of incompatible land uses
- Avoid premature annexation and need to extend city services

Fiscal Impact

N/A

Recommendation

Recommend approval recordation of the executed Development Agreement with a ten-year term to expire November 22, 2028.

Attachments

Non Annexation Development Agreement

Map of Signed Non-Annexation Development Agreements

STATE OF TEXAS §

COUNTY OF BELL §

**CITY OF BELTON, TEXAS
DEVELOPMENT AGREEMENT
PURSUANT TO CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Belton, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as follows:

Geographic ID #	Property ID #
0601371000	29291
0601371001	29292
0601370000	29288
0601360307	29278
0601360309	29283
0601360301	29274
0601360305	29282
0601360306	29276
0601360315	29285
0601360312	10240
0601360391	29286
0601360392	25237
0601370801	123231
0601370900	124431
0424890600	8672
0601360004	29280
0601360000	29279
0601360201	38071
0488690201	168881
0601360101	49350
0602100002	419292
0602100003	419293
0602100004	419294
0601030000	587
0488680000	107623
0601840200	471161
0601840300	477158
0397030000	107618
0601360302	29275
0601360310	419252

and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the City Council authorized and approved this Agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on **November 13, 2018**; and

WHEREAS, this Development Agreement is to be recorded in the real property records of Bell County, Texas; and

WHEREAS, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Agreement by the City. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the terms and conditions contained herein. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Agreement by the Owner.

(a) The Owner covenants and agrees that at all times during the Term hereof the Property shall be appraised for ad valorem tax purposes as land for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timberland under Subchapter E of that chapter. In addition, the Property shall not be used for any use other than agriculture, wildlife management, and/or timber land management consistent with Chapter 23 of the Texas Tax Code, except for any *existing* single-family residential use of the property, without the prior written consent of the City.

(b) The Owner has completed and executed an *Affidavit of Tax Appraisal Status and Current Uses*, which is attached to this Agreement as Exhibit "A," and included herein as part of this Agreement as if set out in full, and the Owner acknowledges that the City is entitled to rely on such Affidavit as being correct and complete in all respects.

(c) The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property during the term of this Agreement.

(d) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. Deemed Voluntary Annexation Upon Disqualification or Breach.

(a) Notwithstanding any contrary provision herein, this Agreement terminates if: (i) the Property ceases to be appraised for agricultural, wildlife management or timber use as provided herein making the property subject to annexation at the discretion of the City Council.

Section 4. Owner Agreement that City May Enforce Its Development and Planning Regulations on Property. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The Owner agrees that all regulations and planning authority of the City that do not interfere with the Permitted Uses may be enforced with respect to the Property in the same manner the regulations are enforced within the City's boundaries, including but not limited to development regulations, zoning regulations, building permit requirements, and other City regulations as they currently exist or may be enacted in the future. The Owner consents to the jurisdiction of the Municipal Court of the City of Belton for the purpose of prosecuting criminal violations of City regulations on the Property. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term. The term of this Agreement (the "Term") shall expire on November 22, 2028.

Section 6. Permits and Vested Rights. Pursuant to Texas Local Government Code Section 43.035 this Agreement is not a permit for purposes of Chapter 245 of the Texas Local Government Code.

Section 7. No Municipal Services. The City shall not be obligated to provide the Owner with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the Property for the duration of this Agreement.

Section 8. Notice to Third Parties. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural, wildlife management or timber management (as applicable) exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

**City of Belton, Texas
Attn: City Manager
P.O. Box 120
Belton, TX 76513**

Section 9. Agreement Runs with the Land. This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

Section 10. Severance Clause. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

Section 11. No Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 12. Enforcement. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Applicable law and Venue. This Agreement was executed in Bell County, Texas, and is governed by the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Bell County, Texas.

Section 14. Multiple copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 15. Survival of Certain Rights of the City Upon Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 16. Construction. This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

Section 17. Further Assurances. Each party shall, from time to time, upon the written request of any other party, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

Section 18. Entire Agreement. This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the subject matter hereof. There are no oral representations, warranties, agreements, or promises pertaining to such matters not incorporated in writing in this Agreement. This Agreement may be amended only as mutually agreed upon in writing and duly executed by authorized representatives of the parties.

Entered into this 5th day of November, 2018.

Property Owners

Chester E. Dickson
Signature

Printed Name: Chester E. Dickson

Linda Diane Dickson
Signature

Printed Name: Linda Diane Dickson

Signature
Printed Name: _____

Signature
Printed Name: _____

City of Belton, Texas

Sam A. Listi
City Manager

ATTEST:

Approved as to form:

Amy Casey
City Clerk

John Messer
City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____,
20____, by Sam A. Listi, City Manager, City of Belton, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS §

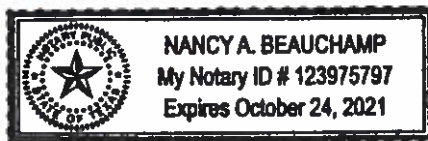
Harris
COUNTY OF ~~BELL~~ §

This instrument was acknowledged before me on 5th the day of November,
20 18, by Chester E Dickson, Owner.

Nancy A Beauchamp
Notary Public, State of Texas

THE STATE OF TEXAS §

Harris
COUNTY OF ~~BELL~~ §

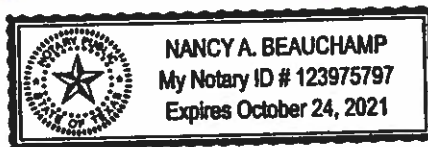


This instrument was acknowledged before me on 5th the day of November,
20 18, by Linda Diane Dickson, Owner.

Nancy A Beauchamp
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §



This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

AFFIDAVIT OF TAX APPRAISAL STATUS AND CURRENT USES

On this date, Chester E. Dickson and wife, Linda Diane Dickson, each appeared in person before me and stated under oath:

"Our names are correct as stated above. We are each competent to make this affidavit. The facts stated in this affidavit are within our personal knowledge and are true and correct. We are the owners of those parcels of real property (the "Property") in Bell County, Texas, which are more particularly and separately described as follows:

<u>Geographic ID #</u>	<u>Property ID #</u>
0601371000	29291
0601371001	29292
0601370000	29288
0601360307	29278
0601360309	29283
0601360301	29274
0601360305	29282
0601360306	29276
0601360315	29285
0601360312	10240
0601360391	29286
0601360392	25237
0601370801	123231
0601370900	124431
0424890600	8672
0601360004	29280
0601360000	29279
0601360201	38071
0488690201	168881
0601360101	49350
0602100002	419292
0602100003	419293
0602100004	419294
0601030000	587
0488680000	107623
0601840200	471161
0601840300	477158
0397030000	107618
0601360302	29275
0601360310	4192

Each of the foregoing parcels is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code. The current improvements on the Property are set forth in the current records of the Bell County Appraisal District except that since January 1, 2018, a hydroponic farming facility has been constructed on Property ID# 29279 and a road constructed on Property ID#'s 29279 and 29280.

The current uses being made of the Property are as follows: hydroponic farming, hay farming, pecan farming, traditional farming, wildlife management, and single family residential (the residences on the Property are used to house family members or leased for single families).

We understand that the information provided herein will be used by the City to substantiate our current use of our Property and that providing misleading information may invalidate our Agreement with the City.

Executed on this 5th day of November, 2018.

Property Owners:

Chester E. Dickson

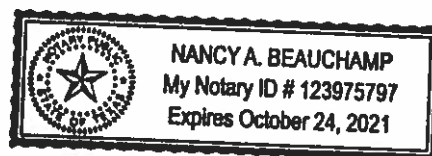
Chester E. Dickson

Linda Diane Dickson

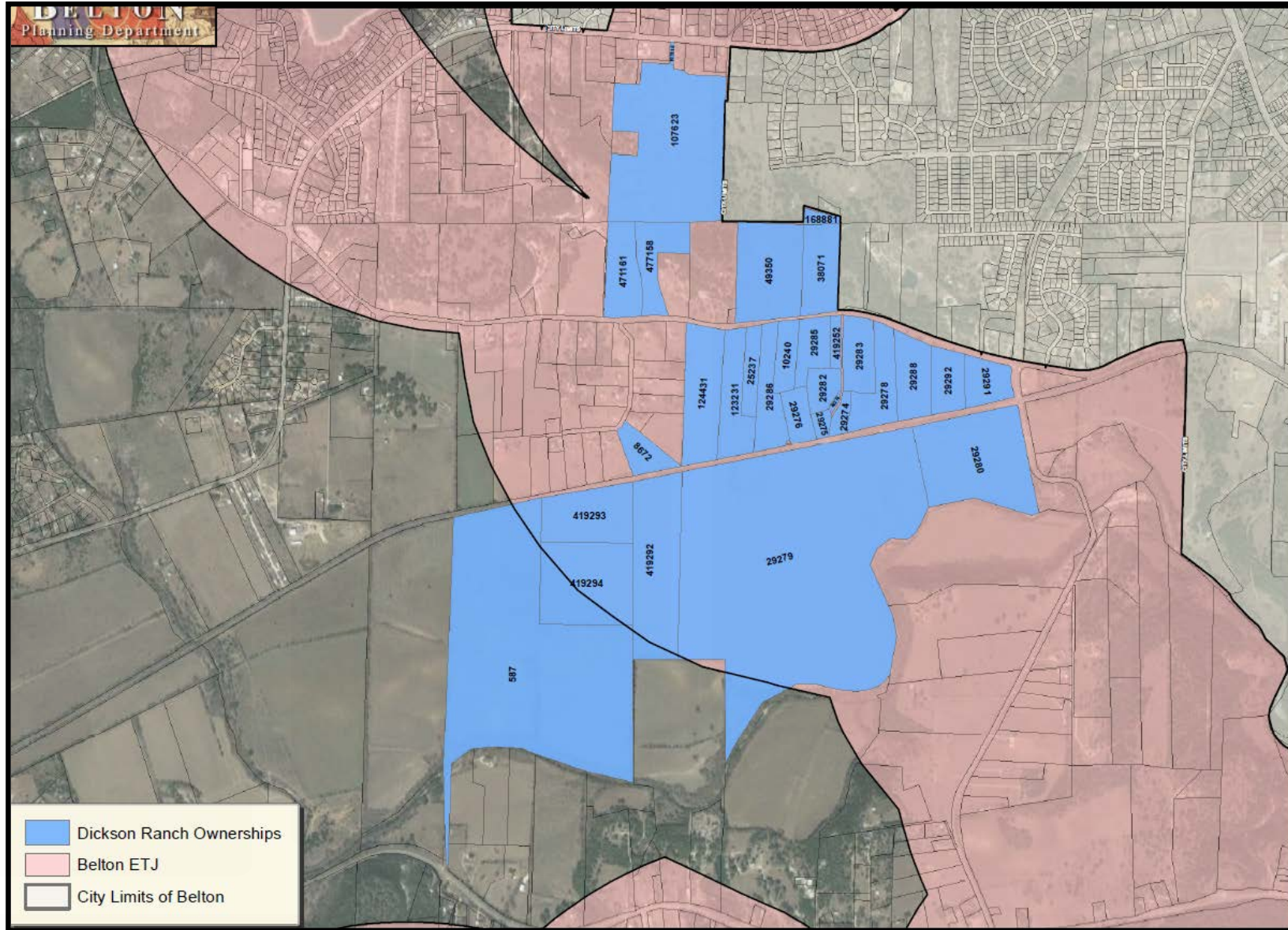
Linda Diane Dickson

This instrument was acknowledged before me on the 5th day of November, 2018, by
Chester E. Dickson and wife, Linda Diane Dickson.

Nancy A. Beauchamp
Notary Public, State of Texas



Properties Owned by the Dickson Family





Dickson Ranch Non-Annexation Development Agreement

November 13, 2018 Council Meeting

Background

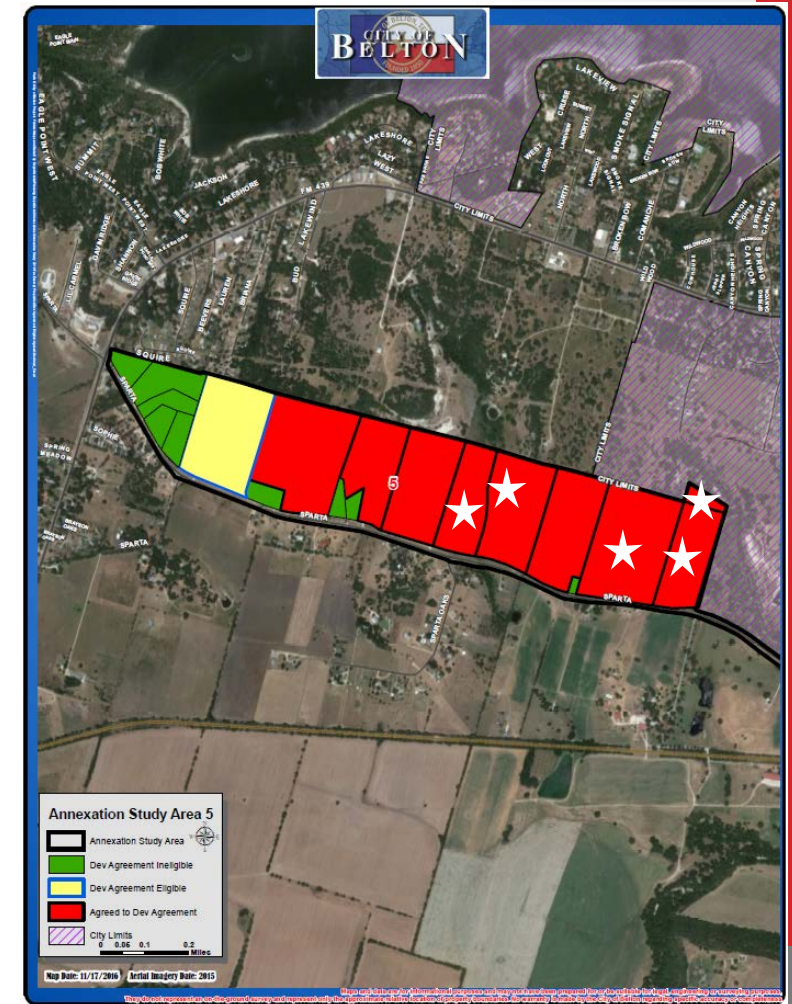
- An easement is needed for the North Belton Waterline across the Dickson Ranch property.
- In order for the waterline easements to be provided at no cost to the City, Mr. and Mrs. Dickson are requesting a non-annexation development agreement for each of their properties in Belton's ETJ.
- The term for the agreement will be 10 years, similar to the terms of the surrounding existing 2016 development agreements.
- The Dickson's have purchased properties currently under the 2016 development agreements. Staff recommends the new 2018 agreement replace the 2016 agreements to have all properties on the same term of 10 years starting November 22, 2018 and expiring November 22, 2028.

Today's recommendation: Approve executed development agreement.

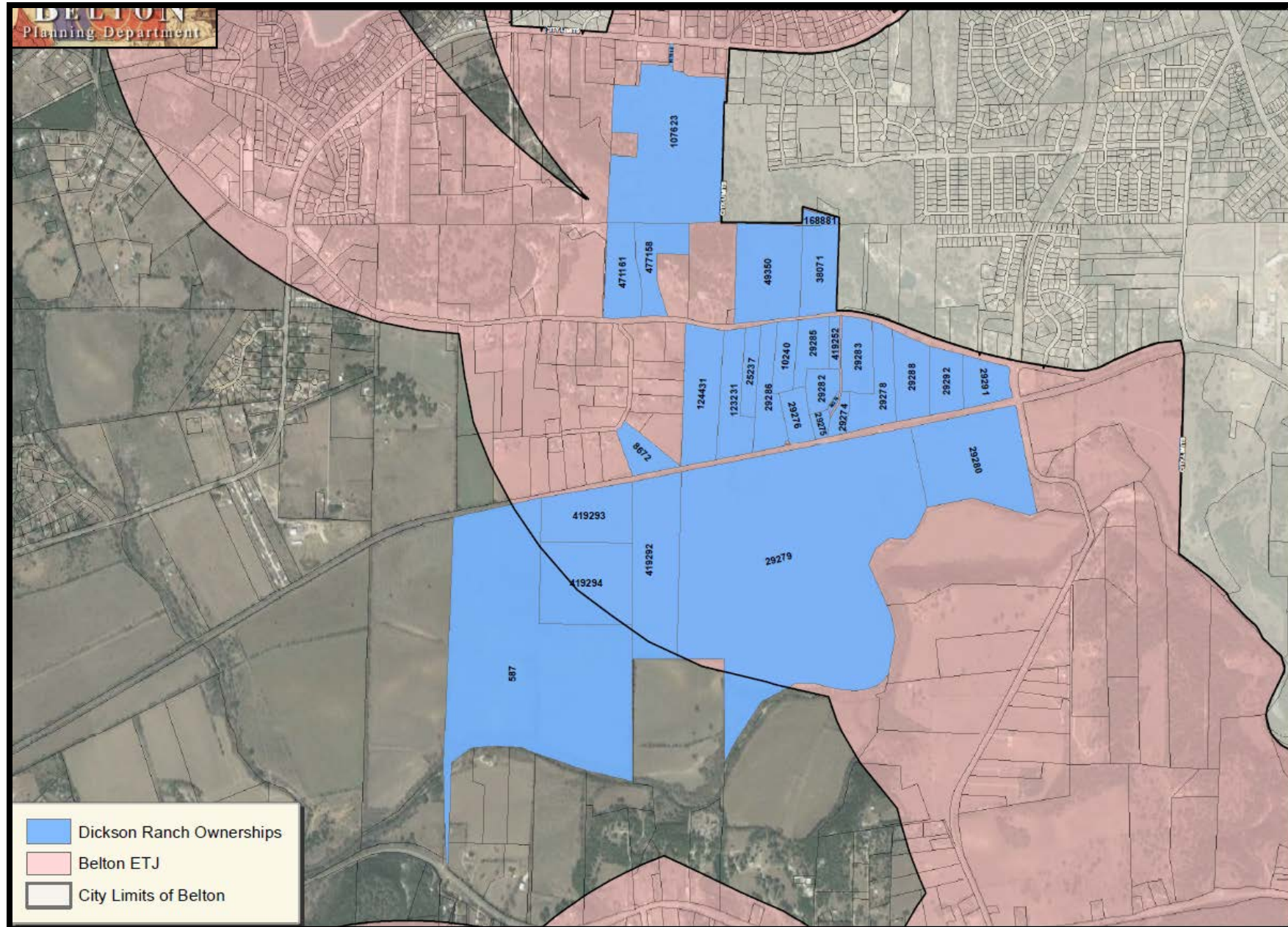
2016 Annexation Study Area 5

- 11/22/2016 – Approval and recordation of ten (10) Non-Annexation Development Agreement for 10 years. (Expire 11/22/2026)
- Properties highlighted in yellow have been purchased by the Dickson's.
- Staff recommends the Dickson properties currently under the 2016 agreements be replaced with the new 2018 agreement, with the new expiration date of November 22, 2028.

	PROPERTY OWNER(S)	PROPERTY ID
1	FULWILER, JOHN POWELL	38585
★ 2	HICKS, VERNON M	49350
3	FRANKS, DOUGLAS G & MELISA K	49348
★ 4	HOLLE, GLORIA M & EUGENE D	38071
★ 5	HOLLE, GLORIA M & EUGENE D	168881
6	RON'S ONE STOP INC	66225
★ 7	SULAK, CODY WAYNE & JACQUELINE JORGETTE	471161
★ 8	TALLEY, WILLIAM MURPHY ETUX	114064 (477158)
9	DISHON, GEORGE ETUX STACIE	58245
10	DISHON, GEORGE ETUX STACIE	194307



Properties Owned by the Dickson Family



New Non-Annexation Development Agreement Terms

- The new non-annexation development agreement is requested in order to provide an easement for the North Belton Waterline needed for the third elevated storage tank.
- The Dickson properties, even those with existing 2016 agreements, are proposed to have a 10-year term for the new non-annexation development agreement. The new agreement would start on 11/22/2018 and expire on 11/22/2028.
- The agreements would run with the property.
- The agreements should be approved and recorded in the Bell County Courthouse since they:
 - Facilitate long range planning
 - Protect current and future development
 - Avoid establishment of incompatible land uses
 - Avoid premature annexation and need to extend city services

Next Steps

- Approve the Non-Annexation Development Agreement.
- Staff to record the agreement and waterline easements in the Bell County Courthouse.

Staff Report – City Council Agenda Item



Agenda Item #9

Consider authorizing the City Manager to execute a change order for Phase I of the Temple-Belton Wastewater Treatment Plant Expansion Project.

Originating Department

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

Background

The Temple-Belton Wastewater Treatment Plant (TBWWTP), located on FM 93/E 6th Ave between IH-35 and the Leon River, is owned by the Cities of Temple and Belton and is permitted to treat 10 million gallons per day (MGD) of wastewater. Temple and Belton share capital improvement costs at 75% and 25%, respectively. Both cities have contracted with the Brazos River Authority to operate the facility. The plant was constructed in 1975, expanded in 1990, and currently treats wastewater from approximately 70% of Temple and all of Belton.

On September 12, 2017, Council awarded a construction contract to Archer Western in the amount of (Belton's share) \$3,277,500 with deductive Change Order No. 1 in the amount of (Belton's share) -\$246,895.50. The net contract amount awarded for Belton's share was \$3,030,604.50. The total contract amount award by both Belton and Temple to Archer Western was \$12,122,418.

In April 2018, Staff approved Change Order No. 2 in the amount of \$15,722.74 (Belton's 25% share) for changes made in the field due to the existing force main pipe material change.

As indicated in the attached proposed Change Order #3, and the Engineer's Letter of Recommendation, this change order is necessary due to unknown conditions discovered during construction, as well as an item to accommodate future Phase 2 construction. Proposed Change Order #3 totals \$460,881.53 of which \$115,220.38 is Belton's 25% share.

This Change Order No. 3 and the previous change orders result in a total contract of \$12,646,190.50, a net decrease of 3.54% from the original bid amount. Time allotted for the additional construction activities is 45 calendar days.

The City of Temple reviewed the proposed change order on October 18, 2018, and executed their share.

Fiscal Impact

The fiscal impact of this item is \$115,220.38, which represents Belton's share of proposed Change Order #3. The funding is available from the Water & Sewer Capital Fund.

Budgeted: ☐ Yes ☐ No ☒ Capital Project Funds

Recommendation

Authorize the City Manager to execute a change order with Archer Western for modifications during construction of the Phase I headworks replacement at the Temple-Belton Wastewater Treatment Plant.

Attachments

Engineer's Letter of Recommendation
Change Order No. 3
Project Map



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

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

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

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

October 8, 2018

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

Mr. James Billeck, P.E.
Project Manager
City of Temple
3210 E. Avenue H, Building A
Temple, Texas 76501

Re: Cities of Temple and Belton, Texas
TBWWTP Phase 1 -- Headworks and Flow Equalization Improvements
Change Order No. 3

Dear Mrs. Points and Mr. Billeck:

Please find attached Change Order No. 3 for the referenced project. Also enclosed are the Change Proposal Requests (CPRs) and/or invoices for each of the Change Order Items. Change Order 3 includes an increase in the construction cost of \$460,881.53 and 45 days in construction time. This Change Order consists of modifications/additions noted during the shop drawing phase (CO3-1, CO3-3 through CO3-8), during the construction phase (Item 8), to complete coordination with adjacent projects (CO3-2) or direct costs associated with the electrical service.

The following is a breakdown/explanation of each item included in Change Order No. 3:

1. Bid Item 8 – Pressure Inject Cracks at Aeration Basin. Add \$22,260.00.
 - a. Contract included 1,000 feet of crack injection at the “Aeration Basin” (Proposed Flow Equalization Basin) based on site measurements during the design phase. When the contractor began pressure injection, multiple cracks extended past the limits seen by the eye during design. The additional 371 feet is the measured quantity that was required, in excess of the bid item, to rehabilitate the basin.
2. Bid Item 10 – Oncor Direct Charges. Add \$48,564.82.
 - a. Actual, invoiced cost from Oncor for providing additional service and capacity at the TBWWTP related to Phase I Improvements.
3. CO3-1 – Extend Wall and additional Clearing. Add \$39,550.58.
 - a. Phase 1 plans showed the Concrete Wall running along the north side of the Plant Expansion and then turning and running 130 LF to the south along the west side. Review of this during Phase II design noted that the site would be better served with extending the wall to the west (in lieu of turning it 90 degrees). The additional cost is for 130 LF of chainlink fence and clearing of trees and brush. This additional cost is essentially being moved from Phase II into Phase I and will allow construction of Phase II with minimal modifications.
4. CO3-2 – Reroute 8” and 36” pipelines due to conflict with electrical ductbank. Add \$82,343.52.
 - a. During the construction of the 8” and 36” pipelines on the north side of the existing ORBAL Biological Reactor, an existing electrical ductbank was discovered. It was

believed the ductbank curved around the ORBAL at a constant distance. However, there are actually straighter runs that veer off the ORBAL. As such, it was necessary to change the alignment of the 8" and 36" lines, including removing and replacing a small section. The costs included in this item consists of additional fittings required for the re-alignment and the additional labor and equipment necessary.

5. CO3-3 – Wall Pipe & Drain Configuration at Recycle Flow Pump Station. Add \$47,703.08.
 - a. The existing drain pipe configuration was different from the historical drawings. Additionally, a portion of pipe shown as "abandoned" was not abandoned. These two items required additional pipe and fittings and relocating an existing valve. The plans showed to reuse the existing wall pipes. However, upon exposing the wall pipes from the exterior, the wall pipes were found to be in poor condition. This item includes grouting the existing wall penetrations and coring new penetrations.
6. CO3-4 – Extension of 10" and 30" Force Mains to Exterior of Proposed Wall. Add \$143,443.67.
 - a. Both the Leon River Lift Station & Force Main and Shallowford 30" Force Main projects were in various phases of design when TBWWTP Phase I was bid. In order to minimize the conflict between multiple contractors, it was recommended that the TBWWTP contractor extend the 10" and 30" lines from the New Headworks to a point 10' outside of the proposed wall.
7. CO3-5 – Additional PLC & IO in MCC-A and MCC-B. Add \$4,322.16.
 - a. During the shop drawing review, it was noted that additional PLC and I/O would be required in MCC-A and B. This item includes the additional hardware required.
8. CO3-6 – Addition of Metal Stairs, including landing and additional 5 foot of run. Add \$21,311.88.
 - a. The structural plan sheets show the concrete stairs ending at an elevation of 505.0. The actual ground elevation is closer to 501. This item removes the existing concrete stairs from 515.0 to 505.0 and installs metal stairs from 515.0 down to 501/500 (asphalt at north side of structure). This includes a landing at 505 to meet rise/run requirements.
9. CO 3-7 – Orbal Inlet Box Modifications due to conflict with ductbank and to fill void space under existing structure. Add \$24,490.09.
 - a. The ductbank that was in conflict in CO3-2 is also in conflict with the Orbal Inlet box. This required that the inlet box be extended to the east. Additionally, a void was discovered under the existing Orbal inlet box during excavation. This change order will include filling the void and additional supports for the expanded grating area, in addition to the extension of the inlet box.
10. CO 3-8 – Rebar modifications required during equipment shop drawing review. Add \$26,89.73.
 - a. During the shop drawing reviews of equipment, the structural steel/concrete was modified to accommodate the equipment being supplied. This includes the time and cost for those modifications.

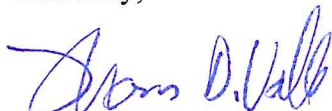
Ms. Angellia Points, P.E.
Mr. James Billeck, P.E
October 8, 2018
Page Three

We have reviewed each of the CPRs and recommend approval of an addition of \$460,881.53 and 45 days to the construction contract. This increases the total Contract Amount to \$12,646,190.50 and extends the construction time until April 5, 2019. The following table shows the contract additions and summaries for both the City of Belton and City of Temple (Net Change is the current Change Order Amount):

	Total Contract	City of Belton	City of Temple
Original Contract Amount	\$ 13,110,000.00	\$ 3,277,500	\$ 9,832,500
Previous Net Change	\$ (924,691.03)	\$ (231,172.76)	\$ (693,518.27)
Net Change (Current)	\$ 460,881.53	\$ 115,220.38	\$ 345,661.15
Revised Contract Amount	\$ 12,646,190.50	\$ 3,161,547.63	\$ 9,484,642.88

We are available to discuss any questions you may have concerning this change order.

Sincerely,



Thomas D. Valle

TDV/

xc: Mr. Gil Gregory, MRB Group (by email)
Mr. Luke Hill, Archer Western (by email)
2015-140-40

CHANGE ORDER

PROJECT: Temple-Belton Wastewater Treatment Plant - Phase I, Headworks & Flow Equalization Improvements
OWNER: Cities of Temple and Belton, Texas
CONTRACTOR: Archer Western
ENGINEER: Kasberg, Patrick & Associates, LP
CHANGE ORDER #: 3


Make the following additions, modifications or deletions to the work described in the Contract Documents:

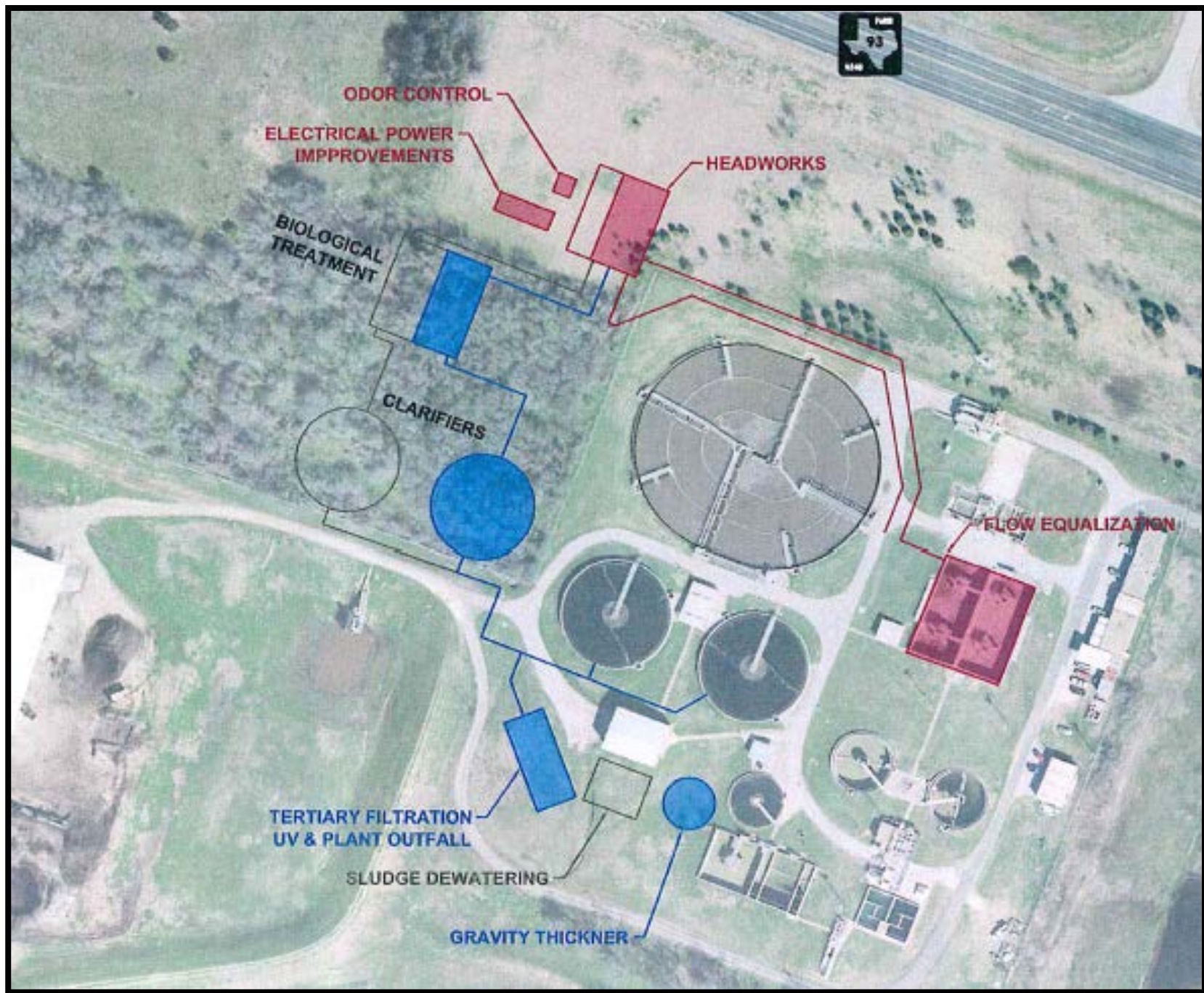
ADD/DELETE

Item	Description	Quantity	Unit	Cost	Total
8	Pressure Inject cracks in "Aeration Basin"	371	VF	\$ 60.00	\$ 22,260.00
10	Oncor (direct charges related to new service)	100%	LS	\$ 48,564.82	\$ 48,564.82
CO3-1	Extend exterior wall to west for Phase II, including additional brush clearing and disposal. (CPR 3)	100%	LS	\$ 39,550.58	\$ 39,550.58
CO3-2	Reroute 8" and 36" pipelines due to conflict with electrical duct bank. (CPR 4rev)	100%	LS	\$ 82,343.52	\$ 82,343.52
CO3-3	Wall Pipe & Drain Configuration at Recycle Flow Pump Station. (CPR 5)	100%	LS	\$ 47,703.08	\$ 47,703.08
CO3-4	Extension of 10" and 30" Force Mains to exterior of proposed wall. (CPR 6rev)	100%	LS	\$ 143,443.67	\$ 143,443.67
CO3-5	Additional PLC & IO in MCC -A & -B (CPR 7)	100%	LS	\$ 4,322.16	\$ 4,322.16
CO3-6	Addition of Metal Stairs, including landing and additional 5 foot of run. (CPR 8)	100%	LS	\$ 21,311.88	\$ 21,311.88
CO3-7	Orbal Inlet Box Modifications due to conflict with ductbank and to fill void space under existing structure. (CPR 9)	100%	LS	\$ 24,490.09	\$ 24,490.09
CO3-8	Rebar modifications required during equipment shop drawing review. (CPR 10)	100%	LS	\$ 26,891.73	\$ 26,891.73
Total Add/Delete					\$ 460,881.53

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay (for which only revised time is available), extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

	Total Contract	City of Belton	City of Temple
Original Contract Amount	\$ 13,110,000.00	\$ 3,277,500.00	\$ 9,832,500.00
Previous Net Change in Contract Amount	\$ (924,691.03)	\$ (231,172.76)	\$ (693,518.27)
Net Change in Contract Amount	\$ 460,881.53	\$ 115,220.38	\$ 345,661.15
Revised Contract Amount	\$ 12,646,190.50	\$ 3,161,547.63	\$ 9,484,642.88
Original Contract Time	420 days		
Previous Net Change in Contract Time	56 days		
Net Change in Contract Time	45 days		
Revised Contract Time	521 days		
Original Final Completion Date	December 25, 2018		
Revised Final Completion Date	April 5, 2019		

Recommended By: <hr/> Project Manager (Temple) Date	Recommended by:  10-4-18 <hr/> Engineer Date
Recommended By: <hr/> Project Manager (Belton) Date	Approved by City of Belton: <hr/> City Manager Belton Date
Agreed to: <hr/> Contractor Date	Approved by City of Temple: <hr/> City Manager Temple Date
Approved as to form: <hr/> City Attorney's Office Date	Approved by Finance Department <hr/> Finance Date



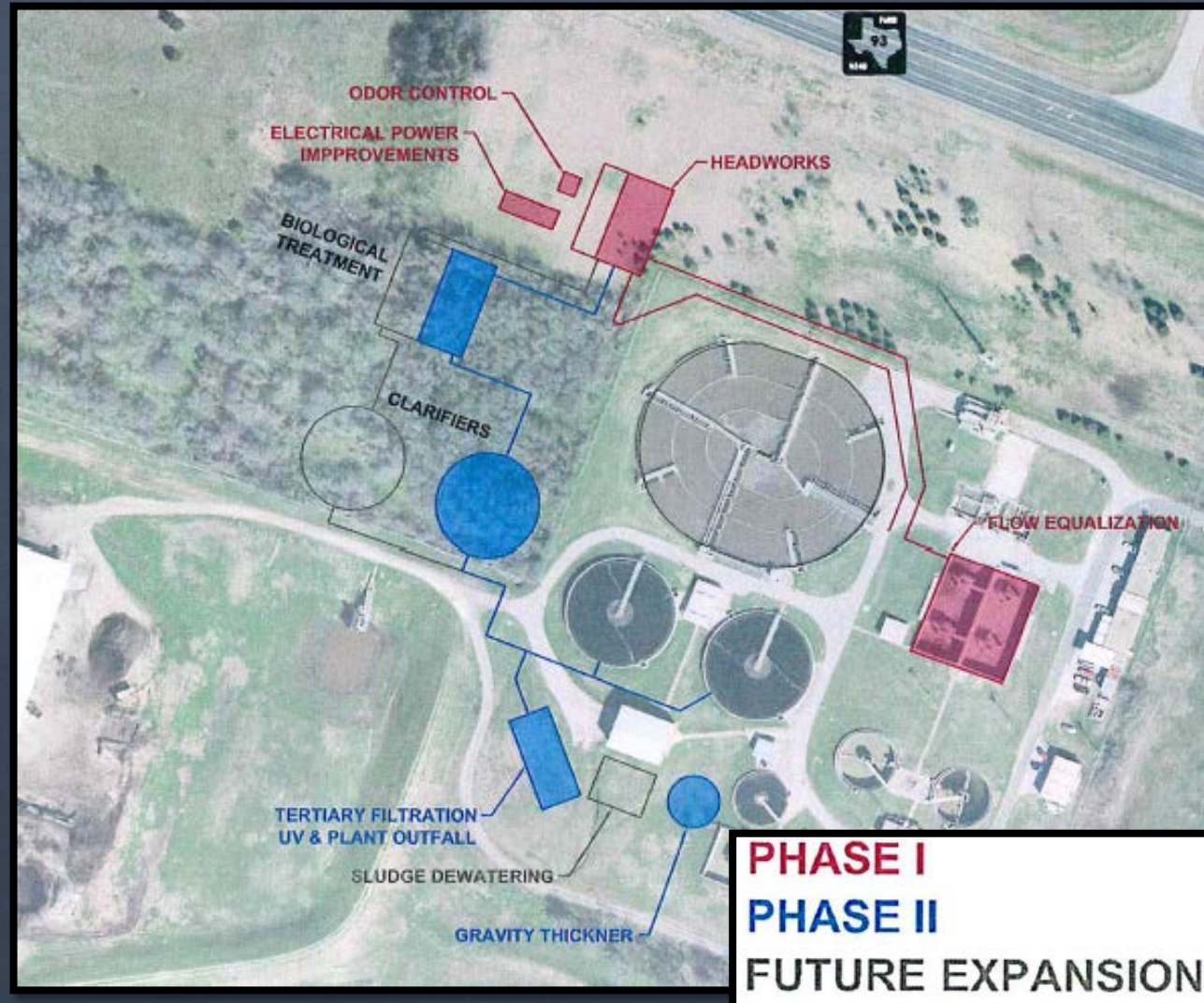
Temple-Belton Wastewater Treatment Plant Phase I Change Order No. 3

City Council

An aerial photograph of the Taylors Valley area in Kentucky. The Leon River flows through the landscape, with several bridges crossing it. Taylors Valley Road runs horizontally across the middle. To the left, Interstate 75 is visible. Various businesses and landmarks are labeled, including McDonald's, Burger King, Starbucks, and several construction companies. A yellow star with a blue outline is placed on a building complex, labeled 'Precinct Authority'. The map also shows residential areas, fields, and wooded regions.

- ◆ Temple-Belton Wastewater Treatment Plant
- ◆ Serves 70% of Temple and 100% of Belton
- ◆ Permitted to treat 10,000,000 gallons/day (10 MGD)
- ◆ Temple's flow is 75% of total; Belton makes up 25% of total
➔ Cost Share
- ◆ The project with Change Order No. 1 was awarded to Archer Western in Sept 2017 for Belton's share of \$3,030,604.50.

TBWWTWTP Phase I Project



Change Orders

- ◆ Change Order No. 1 – Contract deduction at bid award for -\$246,895.50 (Belton's share).
- ◆ Change Order No. 2 – The Belton force mains were concrete pipe instead of ductile, prompting more work for the tie-ins. Change was an additional \$15,722.74 (Belton's share).
- ◆ Change Order No. 3 – Today's Action for an increase of \$115,220.38 and an additional 45 days for construction time.
 - ◆ Additional injection for cracks in converted basin
 - ◆ Actual invoiced Oncor charges for electrical service
 - ◆ Concrete wall extension
 - ◆ Rerouting of pipelines due to unforeseen conflicts
 - ◆ Additional pipe and fittings for recycle flow pump station
 - ◆ Force main extensions from Temple
 - ◆ Additional electrical components required
 - ◆ Addition of stairs at headworks
 - ◆ Orbal inlet box modifications due to unforeseen conflicts
 - ◆ Rebar modifications to accommodate equipment supplied

Phase I Construction Costs

Construction Item	Total	Belton's 25% Share	Temple's 75% Share	Action
Base Bid	\$13,110,000	\$3,277,500	\$9,832,500	Awarded to Archer Western
Add Alternate for Roadway	\$72,000	\$18,000	\$54,000	Did not award
Change Order No. 1	(\$987,582.00)	(\$246,895.50)	(\$740,686.50)	Approved deductive change order
TOTAL AWARD COSTS	\$12,122,418	\$3,030,604.50	\$9,091,813.50	Awarded to Archer Western
Change Order No. 2	\$62,890.97	\$15,722.74	\$47,168.23	Approved by Staff
Change Order No. 3	\$460,881.53	\$115,220.38	\$345,661.15	<i>Today's Action: Recommended for Award</i>
REVISED TOTAL CONTRACT	\$12,646,190.50	\$3,161,547.63	\$9,484,642.88	-

Funding and Staff Recommendation

FUNDING: Funding for the change order will come from the Water & Sewer Capital Funds.

RECOMMENDATION: Authorize the City Manager to execute Change Order No. 3 with Archer Western for the modifications needed during construction of the Phase I Headworks Replacement at the Temple-Belton Wastewater Treatment Plant.

Staff Report – City Council Agenda Item



Agenda Item #10

Consider authorizing the City Manager to execute a contract for the Chisholm Trail Hike and Bike Trail Phase II, 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

Summary Information

Belton's Hike and Bike Trail network currently extends from IH-35 at Confederate Park to north of W MLK Jr. Ave along University. The Sparta Road Reconstruction Project included a 10-foot Hike and Bike Trail along Sparta Road from Commerce Drive to Loop 121. However, there is a disconnect between these trail networks, with the BNSF railroad dividing the two trail components.

In order to link Belton's trail network from IH-35 to Sparta and Loop 121, City Council passed a resolution on May 12, 2015, regarding the City's 20% match requirement to submit an application to TxDOT for Phase II of the Chisholm Trail Hike and Bike Facility.

In June 2016, the City entered into an Advance Funding Agreement with the Texas Department of Transportation for Phase II of the Chisholm Trail Hike and Bike Facility. TxDOT allocated \$2,136,492 in federal funding for construction with a total local commitment from the City of Belton of \$597,448, but was reduced by \$200,000 based on local contributions.

Original Route	Federal	Local	Total
Construction	\$1,900,080	\$70,020	\$1,970,100
Engineering	-	\$467,075	\$467,075
State Costs	\$236,412	\$59,103	\$295,515
ROW/ Appraisal	-	\$1,250	\$1,250
Total	\$2,136,492	\$597,448	\$2,733,940
Share	78%	22%	100%

Engineering Services and Alignment Decision

The City selected Kasberg, Patrick and Associates (KPA) on February 28, 2017 to provide engineering services for the project. As KPA diligently began working on the design of the tunnel and trail alignment through the Spring and Summer of 2017, the presence of a fiber line was determined to present a substantial conflict with the tunnel under the railroad. After

evaluating multiple alignments, Council approved a realignment along University, Crusader, and Sparta Road on January 23, 2018. This alignment was also approved by TxDOT.

Because of the funding source, the project deadline for the let date, or bid opening, was September 28, 2018. Significant effort by KPA, City staff, affected utilities, and TxDOT project managers was accomplished in order to meet the deadline.

Project Bid and Award

KPA completed the design in August 2018, and bids were opened on September 28, 2018. Six (6) qualified bids were received for the project, as shown in the following table.

Contractor	Bid Amount
Barsh Company, Waco	\$1,682,584.10
TTG Utilities, Gatesville	\$1,726,000.00
James Construction Group, Belton	\$1,783,983.00
Smith Contracting, Austin	\$2,022,513.50
Holy Contractors, Hewitt	\$2,152,449.86
Prota Construction, Austin	\$2,175,275.20

The Director of Public Works/City Engineer, the Assistant Director of Public Works, TxDOT project managers, and the Project Engineer at KPA, evaluated the bids received. The low bidder, Barsh Company, has successfully worked with the City of Belton in the past on the Nolan Creek Hike and Bike Trail. It has been determined that Barsh Construction of Waco, Texas, the low bidder, has the capability and experience to perform to the requirements of the contract.

The duration of construction is estimated to be approximately 12 months.

After the project is awarded, a letter will be hand delivered to each property owner along the project site to notify them of the construction activity.

UMHB requested additional conduit be placed under the sidewalk along University Drive for future telecommunication lines. This item was bid as a separate item and will be fully funded by UMHB.

Fiscal Impact

The entire contract for the project is \$2,472,579. The local cost share is \$566,100. The City provided \$334,123 in funding for the project in FY 2016. The City has also received a donation of \$100,000 from Janet and David K. Leigh and a pledge of \$100,000 from the University of Mary Hardin-Baylor to fund this project. In total, \$534,123 of funding for this project has been identified. City Staff will work to identify cost savings or additional funding as the project progresses in order to address the gap between the local cost share and current funding (\$31,977).

Cost	Federal	Local	Total
Construction	\$1,670,067	\$12,517	\$1,682,584
Engineering		\$467,180	\$467,180
ROW/Appraisal		\$27,300	\$27,300
Admin Fees	\$236,412	\$59,103	\$295,515
Total	\$1,906,479	\$566,100	\$2,472,579
Share	77%	23%	100%

Budgeted: ☐ Yes ☐ No ☒ Capital Project Funds

Recommendation

Authorize the City Manager to execute a contract with Barsh Company for the construction of the Chisholm Trail Hike and Bike Phase II Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Attachments

Engineer's Letter of Recommendation
Bid Tabulation



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

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

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

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

October 15, 2018

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

RE: City of Belton
Chisholm Trail Hike & Bike Facility Phase II
CSJ # 0909-36-157
Belton, Texas

Ms. Points:

Sealed Bids were received by the Belton City Clerk, Amy M. Casey, on Tuesday, September 18, 2018 at 10:00 AM in Belton City Hall for the Chisholm Trail Hike & Bike Facility Phase II. Ms. Casey publicly opened and read aloud the sealed bids at 10:00 AM in the Main Conference Room at City Hall. There were six (6) bids received by the City Clerk. The following is a list of the Bidders and the total amount bid by each in order of low bid to high bid:

Barsh Company (Waco, Texas)	\$ 1,682,584.10
TTG Utilities LP (Gatesville, Texas)	1,726,000.00
Primoris Service Group dba James Construction Group LLC (Belton, Texas)	1,783,983.00
MA Smith Contracting Company, Inc. (Austin, Texas)	2,022,531.50
Holy Contractors (Hewitt, Texas)	2,124,717.24
Prota Construction Inc. and Prota Inc. Joint Venture (Austin, Texas)	2,175,275.20

Our Opinion of Probable Construction Cost for the project was \$2,147,611 which included a 10% contingency. The duration for construction of this project is 228 working days which equates to approximately 11 months. Subject to approvals of the low bid submitted and subject to the TxDOT approval process, this construction work is projected to begin in January 2019.

Barsh Company has constructed projects for the City of Belton in the recent past. The Nolan Creek Pedestrian and Bike Trail Extension Project from the Harris Community Center to West MLK JR Avenue that crossed Nolan Creek via a circa 1900 steel Pony Truss Bridge and the drainage structure improvements & street reconstruction on South Connell Street near the TxDOT Area Office are

Ms. Angellia Points, P.E.
October 15, 2018
Page Two

examples of the Barsh work in Belton. Barsh has the management & supervisory capability, construction expertise, equipment, manpower and time availability to successfully complete this project for the Citizens of Belton, Texas. Our experience with the Barsh Company has been positive and they construct quality projects. We hereby recommend that the construction contract for the Chisholm Trail Hike & Bike Facility Phase II CSJ # 0909-36-157 be awarded to the Barsh Company in the amount of \$1,682,584.10.

Exhibit A, a Bid Analysis for this project, is attached to this award recommendation letter as required by TxDOT District 9 in Waco, Texas.

If you have any questions or comments about this information, please let us know.

Sincerely,



Wm. Mack Parker, P.E.
Project Manager

cc: Bob VanTil, City of Belton
Tommy Fulford, Barsh Company

EXHIBIT A

Bid Analysis for Low Successful Bid Submitted by the Barsh Company
Chisholm Trail Hike & Bike Facility Phase II
CSJ # 0909-36-157
City of Belton, Texas

I. Summary of the various totals for the Project**

A. The Bid submitted by Barsh Company:	\$	1,682,584.10
B. The average of the six (6) Bids submitted:	\$	1,919,181.84
C. The Engineer's Opinion of Probable Construction Cost (OPCC): (with a 10% contingency)	\$	2,147,611.00
D. With the 10% contingency removed the OPC:	\$	1,932,849.00

II. The Barsh Company Bid Details

Part A-The major differences between the OPCC were in the following Items:

Proposal Bid #		Bid Amount	OPCC Amount
2	Remove Existing Concrete	\$ 4,588.65	\$ 7,775.00
22	Pedestrian Barrier Rail	13,901.00	17,500.00
23	Multiple Concrete Box	12,669.44	28,800.00
31	Implement Traffic Plan	8,340.61	20,000.00
42	Concrete Driveways	26,473.20	35,100.00
43	Concrete Trail	140,616.00	192,000.00
45	Pedestrian Ramps	8,674.24	20,000.00
48	2-inch PVC Conduit	36,696.00	48,000.00
	TOTALS	\$ 251,959.14	\$ 369,175.00 (\$ 117,215.86)

The differences in the low bid and the OPCC are flat work concrete prices and conduit installation prices. The other proposal bid items were +/- from item to item. The City of Belton had been experiencing some higher prices for concrete flat work and those were used for the OPCC. Our experience with conduit prices are that those prices vary widely from project to project. This project may have benefitted from the large quantity proposed. Finally, Traffic Plan Implementation can vary depending on the Contractor's plan of operation for the construction process.

Part B-The major differences between the OPCC were the following items:

Proposal Bid #		Bid Amount	OPCC Amount
1	Preparation of ROW	\$ 27,140.96	\$ 38,500.00
24	12-inch Depth Milling of HMAC Pavement Structure	31,703.00	98,000.00
27	Pedestrian Barrier Rail	37,247.04	48,960.00
28	Mobilization	35,393.78	55,000.00
30	Implement Traffic Plan	6,466.74	25,000.00
41	Concrete Driveways	35,211.00	49,500.00
42	Concrete Trail	149,014.30	224,800.00
43	Concrete Sidewalk	60,242.08	90,880.00
45	Pedestrian Ramps	5,432.07	17,500.00
47	2-inch PVC Conduit	65,031.10	91,400.00
67	Pedestrian Barrier Rail	46,792.80	68,340.00
	TOTALS	\$ 499,674.87	\$ 807,880.00 (\$ 308,205.13)

The differences in the low bid and the OPCC are primarily the concrete flat work as in Part A. The HMAC pavement structure difference is significant in that we used a comparable price for this that the City of Belton experienced on the Sparta Road Reconstruction Project that was completed about twelve months ago. The Contractor may have a use for the millings and therefore can spread the milling costs over another project. The Preparation of right-of-way costs have a savings due to the Contractor's apparent perception that the ROW prep is not significant work to them. The savings for the Mobilization indicates that the mobilization for Part A was considered and covered for Part B. Again, conduit installation can be a wild card from project to project.

III. Conclusions

- A. The cost comparisons versus the methods used in the OPCC with the 10% contingency included in the OPCC indicate that the Barsh Company low bid is reasonable and the project can be successfully completed at the prices submitted.
- B. Because there is a fairly large difference between the OPCC and the low Bid, It is appropriate to clarify how the OPCC was developed:
 1. The recent tariffs promulgated at the federal level were beginning to have an effect on pricing and will for some time to come.
 2. The Engineer had to take into account what the perception for the degree of difficulty to construct the proposed improvements might be perceived by the potential Bidders.
 3. A small number of Bidders would have had a significant effect on the low bid particularly if that small number perceived the difficulty of the project to be great. In this case that perception was seemingly divided almost equally.

- 4. The Barsh Company is in many respects a niche Contractor. This proposed project based on past experience with Barsh fits the niche in which they practice construction.
- C. It is our understanding that the Barsh Company had a place in their schedule where they needed a project such as this one and evidently “bid the project hard” to secure the work.
- D. The project low bid does not appear to be unbalanced in any way.
- E. The award of the project by the City of Belton is recommended as presented.

BID TABULATION
CITY OF BELTON, TEXAS

2016-140-40

CHISHOLM TRAIL HIKE & BIKE FACILITY PHASE II
PART A, PART B & PART C - CSJ# 0909-36-157
333 Water Street
September 28, 2018; 10:00 AM

				BIDDER INFORMATION											
				Barsh Company 304 Douglas Avenue Waco TX 76712		TTG Utilities LP PO Box 299 Gatesville TX 76528		Primoris Service Corp dba James Construction Group LLC 5880 W. Hwy 190 Belton TX 76513		MA Smith Contracting Co., Inc. 15308 Ginger St Austin TX 78728		Holy Contractors LLC 712 E Panther Way Hewitt TX 76643		Prota Construction Inc and Prota Inc Joint Venture PO Box 342195 Austin TX 78734	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A															
1	21.7	STA	PREPARATION OF RIGHT-OF-WAY	\$ 757.45	\$ 16,436.67	\$ 355.00	\$ 7,703.50	\$ 2,000.00	\$ 43,400.00	\$ 1,600.00	\$ 34,720.00	\$ 600.00	\$ 13,020.00	\$ 226.00	\$ 4,904.20
2	515	SY	REMOVE & DISPOSE OF EXISTING CONCRETE DRIVEWAYS & FLAT WORK	8.91	4,588.65	19.50	10,042.50	20.00	10,300.00	20.00	10,300.00	32.40	16,686.00	26.00	13,390.00
3	200	LF	CONCRETE SAW CUT	5.48	1,096.00	6.00	1,200.00	8.92	1,784.00	7.00	1,400.00	3.60	720.00	7.00	1,400.00
4	170	LF	HMAC SAW CUT	4.38	744.60	4.25	722.50	2.00	340.00	4.00	680.00	3.60	612.00	10.00	1,700.00
5	296	LF	REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER	11.40	3,374.40	13.00	3,848.00	8.00	2,368.00	7.00	2,072.00	14.40	4,262.40	9.00	2,664.00
6	2	EA	REMOVE EXISTING CONCRETE WINGWALLS AT BOX CULVERT PGL STATION 7+00	375.33	750.66	965.00	1,930.00	1,600.00	3,200.00	5,000.00	10,000.00	120.00	240.00	479.00	958.00
7	154	LF	REMOVE & DISPOSE OF EXISTING 18" CGMP DRAINAGE PIPE	15.60	2,402.40	17.50	2,695.00	6.00	924.00	10.00	1,540.00	26.40	4,065.60	6.00	924.00
8	12	SY	REMOVE & DISPOSE OF EXISTING CONCRETE FLUME WALLS	62.55	750.60	48.00	576.00	120.00	1,440.00	275.00	3,300.00	8.40	100.80	27.00	324.00
9	2	EA	REMOVE & DISPOSE OF EXISTING SET FOR TWIN 18" CGMP	257.17	514.34	192.00	384.00	320.00	640.00	700.00	1,400.00	120.00	240.00	429.00	858.00
10	114	SY	REMOVE TREATED & UNTREATED BASE & ASPHALT PAVEMENT	10.46	1,192.44	12.50	1,425.00	20.00	2,280.00	26.00	2,964.00	9.00	1,026.00	17.00	1,938.00
11	485	CY	UNCLASSIFIED TRAIL & SIDEWALK EXCAVATION	25.10	12,173.50	21.00	10,185.00	12.00	5,820.00	25.00	12,125.00	8.00	3,880.00	33.00	16,005.00
12	420	CY	PROVIDE & INSTALL ORDINARY FILL	36.25	15,225.00	13.50	5,670.00	19.00	7,980.00	16.00	6,720.00	22.80	9,576.00	49.00	20,580.00
13	160	CY	PROVIDE & INSTALL SELECT FILL FOR CONCRETE TRAIL	58.23	9,316.80	25.00	4,000.00	45.00	7,200.00	70.00	11,200.00	50.40	8,064.00	53.00	8,480.00
14	4,800	SY	PROVIDE & INSTALL TOP SOIL (4-INCHES DEPTH)	4.53	21,744.00	3.25	15,600.00	4.00	19,200.00	2.50	12,000.00	8.34	40,032.00	5.00	24,000.00
15	4,800	SY	PROVIDE & INSTALL SODDING (BUFFALO GRASS: 609 BLUE-GREEN; FINE BLADED)	8.46	40,608.00	6.00	28,800.00	7.43	35,664.00	7.75	37,200.00	4.81	23,088.00	9.00	43,200.00
16	4,450	SY	PROVIDE & INSTALL SEEDING PER TXDOT ITEM 164 SPECIFICATIONS	1.25	5,562.50	1.60	7,120.00	0.25	1,112.50	1.95	8,677.50	0.50	2,225.00	2.00	8,900.00
17	500	MG	VEGETATIVE WATERING	24.58	12,290.00	53.00	26,500.00	18.00	9,000.00	40.00	20,000.00	4.20	2,100.00	16.00	8,000.00
18	800	SY	SOIL RETENTION BLANKETS TYPE A - CLASS 1 (GREEN)	3.30	2,640.00	1.95	1,560.00	1.80	1,440.00	1.75	1,400.00	2.40	1,920.00	3.00	2,400.00
19	40	TN	PROVIDE & INSTALL DENSE GRADED HOT-MIX (SMALL QUANTITIES) FOR PATCH (TYPE "D")	203.93	8,157.20	195.00	7,800.00	160.00	6,400.00	175.00	7,000.00	300.00	12,000.00	179.00	7,160.00
20	20	CY	PROVIDE & INSTALL CLASS "A" CONCRETE FOR MISCELLANEOUS CONSTRUCTION	263.01	5,260.20	595.00	11,900.00	990.00	19,800.00	200.00	4,000.00	450.00	9,000.00	513.00	10,260.00
21	10	CY	PROVIDE & INSTALL 4-INCH DEPTH REINFORCED CONCRETE RIP RAP WITH 6X6 # 6 WIRE MESH	310.27	3,102.70	450.00	4,500.00	600.00	6,000.00	650.00	6,500.00	450.00	4,500.00	456.00	4,560.00
22	100	LF	PROVIDE & INSTALL PEDESTRIAN BARRIER RAIL (TXDOT DISTRICT 9-TYPE D) (54-inches HIGH TO TOP RAIL) (AT THE PROPOSED 2-10x2.5' BOX CULVERTS AT STATION 7+00)	139.01	13,901.00	230.00	23,000.00	175.00	17,500.00	250.00	25,000.00	210.00	21,000.00	168.00	16,800.00
23	16	LF	CONSTRUCT REINFORCED MULTIPLE CONCRETE BOX CULVERT (2-10 FEET X 2.5 FEET)	791.84	12,669.44	966.00	15,456.00	2,000.00	32,000.00	1,750.00	28,000.00	4,000.00	64,000.00	1,134.00	18,144.00
24	27	LF	PROVIDE & INSTALL 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	141.89	3,831.03	78.00	2,106.00	130.00	3,510.00	90.00	2,430.00	96.00	2,592.00	146.00	3,942.00
25	1	EA	PROVIDE & INSTALL 18-INCH (CLASS III) REINFORCED CONCRETE PIPE 45 DEGREE BEND	1,242.75	1,242.75	410.00	410.00	800.00	800.00	2,000.00	2,000.00	1,200.00	1,200.00	962.00	962.00
26	100%	LS	CONNECT 18-INCH RCP 45 DEGREE BEND TO EXISTING 5' BY 5' CONCRETE JUNCTION BOX	1,340.06	1,340.06	810.00	810.00	700.00	700.00	5,400.00	5,400.00	972.00	972.00	3,993.00	3,993.00
27	1	EA	CONSTRUCT 10 FEET BY 3-FEET CURB INLET AT PGL STATION 11+90	4,378.82	4,378.82	4,380.00	4,380.00	9,900.00	9,900.00	6,000.00	6,000.00	3,000.00	3,000.00	2,450.00	2,450.00
28	100%	LS	PROVIDE & INSTALL INLET RING & COVER FOR 10-FEET x 3-FEET CURB INLET	1,462.39	1,462.39	451.00	451.00	600.00	600.00	500.00	500.00	762.00	762.00	1,087.00	1,087.00
29	100%	LS	MOBILIZATION, BONDS & INSURANCE (NOT TO EXCEED 5% OF TOTAL AMOUNT BID FOR PART A)	28,102.29	28,102.29	12,000.00	12,000.00	27,000.00	27,000.00	30,000.00	30,000.00	31,000.00	31,000.00	35,440.00	35,440.00
30	100%	LS	PREPARE TRAFFIC SAFETY PLAN-VEHICLES/PEDESTRIANS INCLUDING DETOURS & LANE CLOSURES	3,475.25	3,475.25	1,160.00	1,160.00	700.00	700.00	2,000.00	2,000.00	1,200.00	1,200.00	1,407.00	1,407.00
31	100%	LS	IMPLEMENT TRAFFIC SAFETY PLAN-VEHICLES/PEDESTRIANS INCLUDING DETOURS & LANE CLOSURES	8,340.61	8,340.61	1,950.00	1,950.00	6,600.00	6,600.00	10,000.00	10,000.00	19,800.00	19,800.00	13,521.00	13,521.00
32	100%	LS	PREPARE & PROVIDE SWPPP PLAN FOR PART A OF THE PROJECT	1,181.59	1,181.59	840.00	840.00	500.00	500.00	1,800.00	1,800.00	1,200.00	1,200.00	844.00	844.00
33	100%	LS	IMPLEMENT & ADMINISTER THE SWPPP PLAN	4,448.32	4,448.32	1,950.00	1,950.00	500.00	500.00	2,500.00	2,500.00	4,560.00	4,560.00	4,725.00	4,725.00
34	80	LF	INSTALL & MAINTAIN ROCK FILTER DAM	74.67	5,973.60	43.00	3,440.00	22.50	1,800.00	36.00	2,880.00	33.60	2,688.00	23.00	1,840.00
35	80	LF	REMOVE & DISPOSE OF ROCK FILTER DAM	22.42	1,793.60	10.00	800.00	6.00	480.00	7.00	560.00	16.80	1,344.00	8.00	640.00
36	167	SY	INSTALL & MAINTAIN CONSTRUCTION EXIT INSTALLATION	18.18	3,036.06	30.00	5,010.00	12.80	2,137.60	13.00	2,171.00	21.56	3,600.52	15.00	2,505.00
37	167	SY	REMOVE & DISPOSE OF CONSTRUCTION EXIT INSTALLATION	8.66	1,446.22	3.00	501.00	6.00	1,002.00	7.00	1,169.00	10.78	1,800.26	6.00	1,002.00
38	2,830	LF	INSTALL & MAINTAIN SILT FENCE	2.43	6,876.90	4.50	12,735.00	2.20	6,226.00	2.50	7,075.00	2.10	5,943.00	4.00	11,320.00
39	2,830	LF	REMOVE & DISPOSE OF SILT FENCE	0.45	1,273.50	1.00	2,830.00	0.15	424.50	0.55	1,556.50	0.60	1,698.00	2.00	5,660.00
40	20	LF	INSTALL, MAINTAIN & REMOVE CURB INLET PROTECTION SYSTEM	27.80	556.00	105.00	2,100.00	9.50	190.00	10.00	200.00	6.00	120.00	12.00	240.00
41	280	LF	CONSTRUCT STANDARD 24-INCH CURB & GUTTER	20.85	5,838.00	19.00	5,320.00	30.00	8,400.00	24.00	6,720.00	28.80	8,064.00	45.00	12,600.00
42	390	SY	CONSTRUCT 6-INCH DEPTH DRIVEWAYS USING HIGH, EARLY STRENGTH CONCRETE	67.88	26,473.20	77.00	30,030.00	77.00	30,030.00	80.00	31,200.00	64.80	25,272.00	107.00	41,730.00
43	2,400	SY	CONSTRUCT 6-INCH DEPTH REINFORCED CONCRETE TRAIL WITH 2-INCH SAND CUSHION	58.59	140,616.00	56.00	134,400.00	50.00	120,000.00	50.00	120,000.00	64.80	155,520.00	86.00	206,400.00
44	40	SY	CONSTRUCT 6-INCH DEPTH REINFORCED CONCRETE SIDEWALK WITH 2-INCH SAND CUSHION	50.04	2,001.60	56.00	2,240.00	50.00	2,000.00	55.00	2,200.00	64.80	2,592.00	95.00	3,800.00
45	8	EA	CONSTRUCT TXDOT TYPE 7 PEDESTRIAN RAMP WITH DOMED PAVERS	1,084.28	8,674.24	1,290.00	10,320.00	1,850.00	14,800.00	1,700.00	13,600.00	1,800.00	14,400.00	3,994.00	31,952.00
46	478	LF	PROVIDE & INSTALL 6 FEET HIGH CHAIN LINK FENCE	23.29	11,132.62	20.00	9,560.00	22.00	10,516.00	17.00	8,126.00	43.20	20,649.60	29.00	13,862.00
47	480	LF	REMOVE & DISPOSE OF EXISTING CHAIN LINK FENCE & POSTS	4.52	2,169.60	8.00									

* Unit price entered beyond two decimal place values allowed. Extended Amount has been corrected.

** Total amount has been corrected.

BID TABULATION
CITY OF BELTON, TEXAS

2016-140-40

CHISHOLM TRAIL HIKE & BIKE FACILITY PHASE II
PART A, PART B & PART C - CSJ# 0909-36-157
333 Water Street
September 28, 2018; 10:00 AM

BIDDER INFORMATION																
				Barsh Company 304 Douglas Avenue Waco TX 76712		TTG Utilities LP PO Box 299 Gatesville TX 76528		Primoris Service Corp dba James Construction Group LLC 5880 W. Hwy 190 Belton TX 76513		MA Smith Contracting Co., Inc. 15308 Ginger St Austin TX 78728		Holy Contractors LLC 712 E Panther Way Hewitt TX 76643		Prota Construction Inc and Prota Inc Joint Venture PO Box 342195 Austin TX 78734		
57	1	EA	INSTALL WATER METER BOX PROVIDED BY CITY OF BELTON PUBLIC WORKS - PGL STATION 2+40	269.68	269.68	375.00	375.00	1,100.00	1,100.00	500.00	500.00	1,800.00	1,800.00	497.00	497.00	
58	8	EA	ADJUST EXISTING WATER GATE VALVE BOXES TO FINISHED ELEVATION	304.43	2,435.44	375.00	3,000.00	750.00	6,000.00	350.00	2,800.00	120.00	960.00	249.00	1,992.00	
59	100%	LS	PROVIDE RED-LINE AS-BUILTS OF THE COMPLETED CONSTRUCTION ITEMS	1,737.63	1,737.63	650.00	650.00	500.00	500.00	400.00	400.00	600.00	600.00	1,125.00	1,125.00	
SUBTOTAL PART A (1 - 59)				\$	549,942.81	\$	507,786.50	\$	575,957.60	\$	616,081.00	**	\$	670,196.84	\$	708,450.20

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B															
1	38.5	STA	PREPARATION OF RIGHT-OF-WAY	\$ 704.96	\$ 27,140.96	\$ 400.00	\$ 15,400.00	\$ 2,000.00	\$ 77,000.00	\$ 1,600.00	\$ 61,600.00	\$ 600.00	\$ 23,100.00	\$ 216.00	\$ 8,316.00
2	170	SY	REMOVE & DISPOSE OF EXISTING CONCRETE DRIVEWAYS & FLAT WORK	8.29	1,409.30	19.50	3,315.00	18.00	3,060.00	23.00	3,910.00	32.40	5,508.00	25.00	4,250.00
3	80	LF	CONCRETE SAW CUT	5.11	408.80	6.00	480.00	8.92	713.60	7.00	560.00	3.60	288.00	8.00	640.00
4	300	LF	HMAC SAW CUT	4.08	1,224.00	4.25	1,275.00	2.00	600.00	4.00	1,200.00	3.60	1,080.00	10.00	3,000.00
5	245	LF	REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER	10.62	2,601.90	13.00	3,185.00	8.00	1,960.00	7.00	1,715.00	14.40	3,528.00	11.00	2,695.00
6	119	LF	REMOVE & DISPOSE OF EXISTING 18-INCH RCP DRAINAGE PIPE	14.52	1,727.88	18.00	2,142.00	10.00	1,190.00	12.00	1,428.00	14.40	1,713.60	13.00	1,547.00
7	6	EA	REMOVE & DISPOSE OF EXISTING SET FOR SINGLE 18" RCP DRAINAGE PIPE	240.13	1,440.78	200.00	1,200.00	220.00	1,320.00	650.00	3,900.00	120.00	720.00	360.00	2,160.00
8	369	SY	REMOVE & DISPOSE OF EXISTING TREATED & UNTREATED BASE & ASPHALT PAVEMENT	10.06	3,712.14	12.50	4,612.50	18.00	6,642.00	26.00	9,594.00	8.40	3,099.60	13.00	4,797.00
9	510	CY	UNCLASSIFIED TRAIL AND SIDEWALK EXCAVATION	23.51	11,990.10	20.00	10,200.00	19.00	9,690.00	20.00	10,200.00	7.20	3,672.00	33.00	16,830.00
10	94	CY	UNCLASSIFIED EXCAVATION FOR CURB & GUTTER INSTALLATION ALONG CRUSADER WAY	49.70	4,671.80	20.00	1,880.00	19.00	1,786.00	40.00	3,760.00	7.20	676.80	37.00	3,478.00
11	1,030	CY	PROVIDE & INSTALL ORDINARY FILL	34.53	35,565.90	13.50	13,905.00	25.00	25,750.00	25.00	25,750.00	45.60	46,968.00	46.00	47,380.00
12	360	CY	PROVIDE & INSTALL SELECT FILL FOR TRAIL AND SIDEWALK	54.18	19,504.80	25.00	9,000.00	45.00	16,200.00	60.00	21,600.00	45.60	16,416.00	58.00	20,880.00
13	4,300	SY	PROVIDE & INSTALL TOP SOIL (4 INCHES DEPTH)	4.23	18,189.00	3.00	12,900.00	4.00	17,200.00	2.25	9,675.00	8.35	35,905.00	5.00	21,500.00
14	4,300	SY	PROVIDE & INSTALL SODDING (BUFFALO GRASS: 609 BLUE-GREEN; FINE BLADE)	7.87	33,841.00	5.50	23,650.00	7.43	31,949.00	7.75	33,325.00	4.81	20,683.00	9.00	38,700.00
15	2,200	SY	PROVIDE & INSTALL SEEDING PER TXDOT ITEM 164 SPECIFICATIONS	1.18	2,596.00	1.60	3,520.00	0.43	946.00	2.00	4,400.00	0.50	1,100.00	2.00	4,400.00
16	700	MG	VEGETATIVE WATERING	22.87	16,009.00	53.00	37,100.00	18.00	12,600.00	30.00	21,000.00	4.50	3,150.00	16.00	11,200.00
17	850	SY	SOIL RETENTION BLANKETS TYPE A - CLASS 1 (GREEN)	3.08	2,618.00	1.95	1,657.50	1.80	1,530.00	1.75	1,487.50	3.00	2,550.00	3.00	2,550.00
18	10	EA	PROVIDE & PLANT 3-FEET HIGH BOXWOOD SHRUBS (15 GALLON)	129.33	1,293.30	260.00	2,600.00	610.00	6,100.00	300.00	3,000.00	31.98	319.80	270.00	2,700.00
19	3	EA	PROVIDE & PLANT 4-INCH DIAMETER RED OAK TREES (45 GALLON)	1,293.35	3,880.05	900.00	2,700.00	2,100.00	6,300.00	900.00	2,700.00	1,920.00	5,760.00	2,154.00	6,462.00
20	40	TN	PROVIDE & INSTALL DENSE GRADED HOT-MIX (SMALL QUANTITIES) FOR PATCH (TYPE "D")	189.73	7,589.20	195.00	7,800.00	160.00	6,400.00	125.00	5,000.00	300.00	12,000.00	172.00	6,880.00
21	1,064	SY	PROVIDE & INSTALL 4-INCH DEPTH HMAC TYPE "B" UNDER PROPOSED CURB & GUTTER	25.35	26,972.40	27.00	28,728.00	20.00	21,280.00	30.00	31,920.00	31.20	33,196.80	22.00	23,408.00
22	4,900	SY	PROVIDE & INSTALL 8-INCH DEPTH HMAC TYPE "B" IN ROADWAY	38.93	190,757.00	40.00	196,000.00	31.00	151,900.00	40.00	196,000.00	42.00	205,800.00	34.00	166,600.00
23	5,110	SY	PROVIDE & INSTALL 2-INCH DEPTH TYPE "D" IN ROADWAY	11.32	57,845.20	11.60	59,276.00	9.00	45,990.00	9.75	49,822.50	13.20	67,452.00	10.00	51,100.00
24	4,900	SY	PROVIDE 12-INCH DEPTH MILLING & DISPOSAL FOR EXISTING PAVEMENT STRUCTURE	6.47	31,703.00	10.00	49,000.00	6.00	29,400.00	5.25	25,725.00	10.00	49,000.00	6.00	29,400.00
25	690	LF	CONSTRUCT 12"x18" REINFORCED CLASS A CONCRETE TOE WALL FOR PEDESTRIAN RAIL (STATION 63+48.22 TO STATION 70+38)	19.16	13,220.40	21.00	14,490.00	30.00	20,700.00	36.00	24,840.00	32.00	22,080.00	41.00	28,290.00
26	794	LF	CONSTRUCT 6" x 12" CLASS A CONCRETE TOE WALL FOR CONCRETE SIDEWALK (FROM STATION 70+35 TO STATION 79+28)	13.74	10,909.56	15.00	11,910.00	25.00	19,850.00	22.00	17,468.00	24.00	19,056.00	40.00	31,760.00
27	288	LF	PROVIDE & INSTALL PEDESTRIAN BARRIER RAIL (TXDOT DISTRICT 9 - TYPE D) (54-inches HIGH TO TOP RAIL) (STATION 63+48.22 TO STATION 66+35.62)	129.33	37,247.04	230.00	66,240.00	175.00	50,400.00	250.00	72,000.00	175.00	50,400.00	160.00	46,080.00
28	100%	LS	MOBILIZATION, BONDS & INSURANCE (NOT TO EXCEED 5% OF TOTAL AMOUNT BID FOR PART B)	35,393.78	35,393.78	30,300.00	30,300.00	55,500.00	55,500.00	65,000.00	65,000.00	67,000.00	67,000.00	70,000.00	70,000.00
29	100%	LS	PREPARE & PROVIDE TRAFFIC SAFETY PLAN FOR VEHICLES/PEDESTRIANS INCLUDING DETOURS & LANE CLOSURES	2,586.70	2,586.70	1,100.00	1,100.00	800.00	800.00	1,800.00	1,800.00	1,200.00	1,200.00	1,347.00	1,347.00
30	100%	LS	IMPLEMENT TRAFFIC SAFETY PLAN FOR VEHICLES/PEDESTRIANS For INCLUDING DETOURS & LANE CLOSURES	6,466.74	6,466.74	4,500.00	4,500.00	6,100.00	6,100.00	30,000.00	30,000.00	19,800.00	19,800.00	15,078.00	15,078.00
31	100%	LS	PREPARE & PROVIDE SWPPP PLAN FOR PART B OF THE PROJECT	1,034.68	1,034.68	840.00	840.00	500.00	500.00	1,800.00	1,800.00	924.00	924.00	754.00	754.00
32	100%	LS	IMPLEMENT & ADMINISTER THE SWPPP PLAN	1,552.02	1,552.02	1,950.00	1,950.00	500.00	500.00	2,500.00	2,500.00	840.00	840.00	4,524.00	4,524.00
33	30	LF	INSTALL & MAINTAIN ROCK FILTER DAM	69.50	2,085.00	43.00	1,290.00	22.50	675.00	37.00	1,110.00	33.60	1,008.00	25.00	750.00
34	30	LF	REMOVE & DISPOSE OF ROCK FILTER DAM	20.87	626.10	9.75	292.50	6.00	180.00	7.00	210.00	16.80	504.00	7.00	210.00
35	166	SY	INSTALL & MAINTAIN CONSTRUCTION EXIT INSTALLATION	17.02	2,825.32	30.00	4,980.00	12.80	2,124.80	13.00	2,158.00	9.60	1,593.60	15.00	2,490.00
36	166	SY	REMOVE & DISPOSE OF CONSTRUCTION EXIT INSTALLATION	8.10	1,344.60	3.00	498.00	6.00	996.00	7.00	1,162.00	4.80	796.80	11.00	1,826.00
37	3,660	LF	INSTALL & MAINTAIN SILT FENCE	2.26	8,271.60	4.50	16,470.00	2.20	8,052.00	2.50	9,150.00	2.10	7,686.00	4.00	14,640.00
38	3,660	LF	REMOVE & DISPOSE OF SILT FENCE	0.32	1,171.20	1.40	5,124.00	0.15	549.00	0.55	2,013.00	0.60	2,196.00	2.00	7,320.00
39	30	LF	INSTALL, MAINTAIN & REMOVE CURB INLET PROTECTION SYSTEM	8.41	252.30	115.00	3,450.00	9.50	285.00	11.00	330.00	7.80	234.00	11.00	330.00
40	2,160	LF	CONSTRUCT STANDARD 24-INCH CONCRETE CURB & GUTTER	19.40	41,904.00	19.00	41,040.00	19.50	42,120.00	19.00	41,040.00	28.80	62,208.00	44.00	95,040.00
41	550	SY	CONSTRUCT 6-INCH DEPTH CONCRETE DRIVEWAYS USING HIGH, EARLY STRENGTH CONCRETE	64.02	35,211.00	77.00	42,350.00	77.00	42,350.00	75.00	41,250.00	64.80	35,640.00	81.00	44,550.00
42	2,810	SY	CONSTRUCT 6-INCH DEPTH REINFORCED CONCRETE TRAIL WITH 2-INCH SAND CUSHION	53.03	149,014.30	56.00	157,360.00	50.00	140,500.00	50.00	140,500.00	64.80	182,088.00	81.00	227,610.00
43	1,136	SY	CONSTRUCT 6-INCH DEPTH CONCRETE SIDEWALK WITH 2-INCH SAND CUSHION	53.03	60,242.08	56.00	63,616.00	50.00	56,800.00	50.00	56,800.00	64.80	73,612.80	86.00	97,696.00
44	1	EA	CONSTRUCT TXDOT TYPE 1 PEDESTRIAN RAMP WITH DOMED PAVERS	646.67	646.67	1,290.00	1,290.00	1,950.00	1,950.00	2,000.00	2,000.00	1,800.00	1,800.00	2,478.00	2,478.00
45	7	EA	CONSTRUCT TXDOT TYPE 7 PEDESTRIAN RAMP WITH DOMED PAVERS	776.01	5,432.07	1,290.00	9,030.00	1,850.00	12,950.00	1,900.00	13,300.00	1,800.00	12,600.00	4,004.00	28,028.00
46	1	EA	PROVIDE, INSTALL, MAINTAIN & REMOVE TEMPORARY MAIL BOX	194.00	194.00	300.00	300.00	400.00	400.00	400.00	400.00	600.00	600.00	377.00	377.00
47	4,570	LF	PROVIDE & INSTALL 2-INCH SCHEDULE 40 PVC CONDUIT WITH PULL WIRE	14.23	65,031.10	15.00	68,550.00	15.00	68,550.00	27.00	123,390.00	* 33.14	* 151,449.80	20.00	91,400.00
48	28	EA	INSTALL STANDARD HAND HOLE GROUND BOXES PROVIDED BY ONCOR	291.00	8,148.00	350.00	9,800.00	350.00	9,800.00	750.00	21,000.00	682.98	19,123.44	243.00	6,804.00

* Unit price entered beyond two decimal place values allowed. Extended Amount has been corrected.

** Total amount has been corrected.

BID TABULATION
CITY OF BELTON, TEXAS

2016-140-40

CHISHOLM TRAIL HIKE & BIKE FACILITY PHASE II
PART A, PART B & PART C - CSJ# 0909-36-157
333 Water Street
September 28, 2018; 10:00 AM

				BIDDER INFORMATION													
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49	2	EA	INSTALL LARGE HAND HOLE GROUND BOXES PROVIDED BY ONCOR (SECONDARY SERVICE)	355.67	711.34	850.00	1,700.00	1,100.00	2,200.00	1,400.00	2,800.00	1,365.95	2,731.90	297.00	594.00		
50	36	SF	PROVIDE & INSTALL ALUMINUM TRAFFIC CONTROL/INFORMATIONAL SIGNS	66.46	2,392.56	97.00	3,492.00	8.00	288.00	20.00	720.00	30.00	1,080.00	9.00	324.00		
51	12	EA	PROVIDE & INSTALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES	452.67	5,432.04	260.00	3,120.00	395.00	4,740.00	400.00	4,800.00	240.00	2,880.00	431.00	5,172.00		
52	28	EA	INSTALL STREET LIGHT PRE-CAST FOUNDATIONS PROVIDED BY ONCOR	776.01	21,728.28	650.00	18,200.00	1,300.00	36,400.00	675.00	18,900.00	569.15	15,936.20	647.00	18,116.00		
53	4	EA	PROVIDE & INSTALL AMBER OBJECT MARKER (TYPE 2, SIZE 4) ON GROUND DELINEATOR POST	113.17	452.68	130.00	520.00	45.00	180.00	950.00	3,800.00	600.00	2,400.00	5.00	20.00		
54	1,860	LF	PROVIDE & INSTALL DOUBLE 4-INCH WIDE YELLOW THERMOPLASTIC PAVEMENT MARKINGS	2.46	4,575.60	2.45	4,557.00	2.00	3,720.00	2.00	3,720.00	2.74	5,096.40	2.00	3,720.00		
55	80	LF	PROVIDE & INSTALL 24-INCH WIDE WHITE THERMOPLASTIC PAVEMENT MARKINGS FOR CROSSWALK	18.11	1,448.80	18.00	1,440.00	15.00	1,200.00	15.00	1,200.00	20.16	1,612.80	9.00	720.00		
56	16	LF	PROVIDE & INSTALL 24-INCH WIDE WHITE THERMOPLASTIC PAVEMENT MARKING FOR STOP BAR	18.11	289.76	18.00	288.00	15.00	240.00	15.00	240.00	20.16	322.56	9.00	144.00		
57	65	EA	PROVIDE & INSTALL YELLOW RAISED REFLECTIVE PAVEMENT MARKERS DMS 4200 TYPE II-A-A	6.96	452.40	5.00	325.00	5.00	325.00	4.50	292.50	5.76	374.40	11.00	715.00		
58	2	EA	PROVIDE & INSTALL FIRE HYDRANT COMPLETE AND IN PLACE	6,584.44	13,168.88	6,850.00	13,700.00	7,000.00	14,000.00	4,500.00	9,000.00	7,463.23	14,926.46	6,970.00	13,940.00		
59	1	EA	REMOVE EXISTING FIRE HYDRANT WITH GATE VALVE AND PLUG EXISTING WATER PIPE 8" TEE	1,324.39	1,324.39	1,085.00	1,085.00	900.00	900.00	1,000.00	1,000.00	600.00	600.00	7,357.00	7,357.00		
60	1,500	LF	PROVIDE & INSTALL 1 " BY 6" NOMINAL NUMBER 1 REDWOOD FOR CONSTRUCTION JOINTS	3.31	4,965.00	3.00	4,500.00	4.00	6,000.00	3.25	4,875.00	6.00	9,000.00	5.00	7,500.00		
61	1	EA	INSTALL WATER METER BOX PROVIDED BY CITY OF BELTON PUBLIC WORKS	517.34	517.34	400.00	400.00	1,100.00	1,100.00	500.00	500.00	720.00	720.00	475.00	475.00		
62	4	EA	ADJUST EXISTING WATER GATE VALVE BOXES TO FINISHED ELEVATIONS	340.15	1,360.60	380.00	1,520.00	750.00	3,000.00	350.00	1,400.00	120.00	480.00	239.00	956.00		
63	1	EA	FURNISH & INSTALL PARK BENCH WITH 6' x 4' x 6" CONCRETE PAD	2,062.89	2,062.89	2,100.00	2,100.00	3,000.00	3,000.00	1,500.00	1,500.00	1,800.00	1,800.00	1,404.00	1,404.00		
64	1	EA	FURNISH & INSTALL TRASH RECEPITAL WITH 3' x 3' x 6" CONCRETE PAD	1,099.35	1,099.35	1,600.00	1,600.00	2,500.00	2,500.00	1,200.00	1,200.00	600.00	600.00	1,242.00	1,242.00		
65	20	LF	FURNISH & INSTALL TYPE III BARRICADE-PGL STATION 41+00	64.67	1,293.40	185.00	3,700.00	150.00	3,000.00	60.00	1,200.00	120.00	2,400.00	270.00	5,400.00		
66	100%	LS	PROVIDE RED-LINE AS-BUILTS OF THE COMPLETED CONSTRUCTION ITEMS	1,616.69	1,616.69	650.00	650.00	500.00	500.00	400.00	400.00	600.00	600.00	1,077.00	1,077.00		
67	402	LF	PROVIDE & INSTALL PEDESTRIAN BARRIER RAIL (TxDOT DISTRICT 9 - TYPE D) (42-inches HIGH TO TOP RAIL) (STATION 66+35.62 TO STATION 70+38)	116.40	46,792.80	210.00	84,420.00	175.00	70,350.00	225.00	90,450.00	175.00	70,350.00	158.00	63,516.00		
SUBTOTAL PART B (1 - 67)				\$	1,107,186.57		\$	1,195,613.50		\$	1,173,781.40		\$	1,348,490.50		\$	1,432,647.00

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART C															
1	6.0	EA	FURNISH & INSTALL UMHB PULL BOX	\$ 1,051.84	\$ 6,311.04	\$ 350.00	\$ 2,100.00	\$ 2,300.00	\$ 13,800.00	\$ 4,200.00	\$ 25,200.00	\$ 513.20	\$ 3,079.20	\$ 925.00	\$ 5,550.00
2	1,360	LF	FURNISH & INSTALL 2-INCH SCHEDULE 40 CONDUIT WITH PULL WIRE	14.02	19,067.20	15.00	20,400.00	15.00	20,400.00	24.00	32,640.00	* 28.90	39,304.00	21.00	28,560.00
3	4	EA	FURNISH & INSTALL 2-INCH SCHEDULE 40 CAPS	19.12	76.48	25.00	100.00	11.00	44.00	30.00	120.00	24.86	99.44	17.00	68.00
SUBTOTAL PART C (1 - 3)				\$ 25,454.72		\$ 22,600.00		\$ 34,244.00		\$ 57,960.00	**	\$ 42,482.64		\$ 34,178.00	

	BIDDER INFORMATION					
	Barsh Company 304 Douglas Avenue Waco TX 76712	TTG Utilities LP PO Box 299 Gatesville TX 76528	Primoris Service Corp dba James Construction Group LLC 5880 W. Hwy 190 Belton TX 76513	Smith Contracting Co., Inc. 15308 Ginger St Austin TX 78728	Holy Contractors LLC 712 E Panther Way Hewitt TX 76643	Prota Construction Inc and Prota Inc Joint Venture PO Box 342195 Austin TX 78734
SUBTOTAL PART A	\$ 549,942.81	\$ 507,786.50	\$ 575,957.60	\$ 616,081.00	\$ 670,196.84	\$ 708,450.20
SUBTOTAL PART B	\$ 1,107,186.57	\$ 1,195,613.50	\$ 1,173,781.40	\$ 1,348,490.50	\$ 1,412,037.76	\$ 1,432,647.00
SUBTOTAL PART C	\$ 25,454.72	\$ 22,600.00	\$ 34,244.00	\$ 57,960.00	\$ 42,482.64	\$ 34,178.00
TOTAL PROJECT BID AMOUNT (PART A + PART B + PART C)	\$ 1,682,584.10	\$ 1,726,000.00	\$ 1,783,983.00	\$ 2,022,531.50	\$ 2,124,717.24	\$ 2,175,275.20

Did Bidder Acknowledge Addenda No. 1?	YES	YES	YES	YES	YES	YES
Did Bidder Acknowledge Addenda No. 2?	YES	YES	YES	YES	YES	YES
Did Bidder provide required Forms?	YES	YES	YES	YES	YES	YES
Did Bidder provide Bid Security?	YES	YES	YES	YES	YES	YES

I hereby certify that this is a correct and true tabulation of all bids received

Wm. Mack Parker

Wm. Mack Parker, PE, CFM
Kasberg, Patrick & Associates, LP

10-3-18

Date



* Unit price entered beyond two decimal place values allowed. Extended Amount has been corrected.

** Total amount has been corrected.

BID TABULATION
CITY OF BELTON, TEXAS
Low Bid Comparison to Engineer's OPC
CHISHOLM TRAIL HIKE & BIKE FACILITY PHASE II
PART A, PART B & PART C - CSJ# 0909-36-157
September 28, 2018; 10:00 AM

				Barsh Company 304 Douglas Avenue Waco TX 76712		KPA OPC		EXTENDED AMOUNT NET DIFFERENCE	Average Extended Amount of All 6 Bids Received	Net Difference from KPA OPC
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount			
PART A										
1	21.7	STA	PREPARATION OF RIGHT-OF-WAY	\$ 757.45	\$ 16,436.67	\$ 800.00	17,360.00			
2	515	SY	REMOVE & DISPOSE OF EXISTING CONCRETE DRIVEWAYS & FLAT WORK	8.91	4,588.65	15.00	7,725.00	(923.33)	20,030.73	2,670.73
3	200	LF	CONCRETE SAW CUT	5.48	1,096.00	6.00	1,200.00	(3,136.35)	10,884.53	3,159.53
4	170	LF	HMAC SAW CUT	4.38	744.60	3.00	510.00	(104.00)	1,266.67	66.67
5	296	LF	REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER	11.40	3,374.40	15.00	4,440.00	234.60	799.85	289.85
6	2	EA	REMOVE EXISTING CONCRETE WINGWALLS AT BOX CULVERT PGL STATION 7+00	375.33	750.66	750.00	1,500.00	(1,065.60)	3,098.13	(1,341.87)
7	154	LF	REMOVE & DISPOSE OF EXISTING 18" CGMP DRAINAGE PIPE	15.60	2,402.40	20.00	3,080.00	(749.34)	2,846.44	1,346.44
8	12	SY	REMOVE & DISPOSE OF EXISTING CONCRETE FLUME WALLS	62.55	750.60	30.00	360.00	(677.60)	2,091.83	(988.17)
9	2	EA	REMOVE & DISPOSE OF EXISTING SET FOR TWIN 18" CGMP	257.17	514.34	750.00	1,500.00	390.60	1,081.90	721.90
10	114	SY	REMOVE TREATED & UNTREATED BASE & ASPHALT PAVEMENT	10.46	1,192.44	15.00	1,710.00	(985.66)	672.72	(827.28)
11	485	CY	UNCLASSIFIED TRAIL & SIDEWALK EXCAVATION	25.10	12,173.50	40.00	19,400.00	(517.56)	1,804.24	94.24
12	420	CY	PROVIDE & INSTALL ORDINARY FILL	36.25	15,225.00	40.00	16,800.00	(7,226.50)	10,031.42	(9,368.58)
13	160	CY	PROVIDE & INSTALL SELECT FILL FOR CONCRETE TRAIL	58.23	9,316.80	40.00	6,400.00	(1,575.00)	10,958.50	(5,841.50)
14	4,800	SY	PROVIDE & INSTALL TOP SOIL (4-INCHES DEPTH)	4.53	21,744.00	2.00	9,600.00	2,916.80	8,043.47	1,643.47
15	4,800	SY	PROVIDE & INSTALL SODDING (BUFFALO GRASS: 609 BLUE-GREEN; FINE BLADED)	8.46	40,608.00	6.00	28,800.00	12,144.00	22,096.00	12,496.00
16	4,450	SY	PROVIDE & INSTALL SEEDING PER TXDOT ITEM 164 SPECIFICATIONS	1.25	5,562.50	1.50	6,675.00	11,808.00	34,760.00	5,960.00
17	500	MG	VEGETATIVE WATERING	24.58	12,290.00	10.00	5,000.00	(1,112.50)	5,599.58	(1,075.42)
18	800	SY	SOIL RETENTION BLANKETS TYPE A - CLASS I (GREEN)	3.30	2,640.00	3.50	2,800.00	7,290.00	12,981.67	7,981.67
19	40	TN	PROVIDE & INSTALL DENSE GRADED HOT-MIX (SMALL QUANTITIES) FOR PATCH (TYPE "D")	203.93	8,157.20	280.00	11,200.00	(160.00)	1,893.33	(906.67)
20	20	CY	PROVIDE & INSTALL CLASS "A" CONCRETE FOR MISCELLANEOUS CONSTRUCTION	263.01	5,260.20	450.00	9,000.00	(3,042.80)	8,086.20	(3,113.80)
21	10	CY	PROVIDE & INSTALL 4-INCH DEPTH REINFORCED CONCRETE RIP RAP WITH 6X6 # 6 WIRE MESH	310.27	3,102.70	350.00	3,500.00	(3,739.80)	10,036.70	1,036.70
22	100	LF	PROVIDE & INSTALL PEDESTRIAN BARRIER RAIL (TXDOT DISTRICT 9-TYPE D) (54-inches HIGH TO TOP RAIL) (AT THE	139.01	13,901.00	175.00	17,500.00	(397.30)	4,860.45	1,360.45
23	16	LF	CONSTRUCT REINFORCED MULTIPLE CONCRETE BOX CULVERT (2-10 FEET X 2.5 FEET)	791.84	12,669.44	1,800.00	28,800.00	(3,599.00)	19,533.50	2,033.50
24	27	LF	PROVIDE & INSTALL 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	141.89	3,831.03	100.00	2,700.00	(16,130.56)	28,378.24	(421.76)
25	1	EA	PROVIDE & INSTALL 18-INCH (CLASS III) REINFORCED CONCRETE PIPE 45 DEGREE BEND	1,242.75	1,242.75	500.00	500.00	1,131.03	3,068.51	368.51
26	100%	LS	CONNECT 18-INCH RCP 45 DEGREE BEND TO EXISTNG 5' BY 5' CONCRETE JUNCTION BOX	1,340.06	1,340.06	500.00	500.00	742.75	1,102.46	602.46
27	1	EA	CONSTRUCT 10 FEET BY 3- FEET CURB INLET AT PGL STATION 11+90	4,378.82	4,378.82	5,000.00	5,000.00	840.06	2,202.51	1,702.51
28	100%	LS	PROVIDE & INSTALL INLET RING & COVER FOR 10- FEET x 3- FEET CURB INLET	1,462.39	1,462.39	500.00	500.00	(621.18)	5,018.14	18.14
29	100%	LS	MOBILIZATION, BONDS & INSURANCE (NOT TO EXCEED 5% OF TOTAL AMOUNT BID FOR PART A)	28,102.29	28,102.29	32,000.00	32,000.00	962.39	810.40	310.40
30	100%	LS	PREPARE TRAFFIC SAFETY PLAN-VEHICLES/PEDESTRIANS INCLUDING DETOURS & LANE CLOSURES	3,475.25	3,475.25	6,000.00	6,000.00	(3,897.71)	27,257.05	(4,742.95)
31	100%	LS	IMPLEMENT TRAFFIC SAFETY PLAN-VEHICLES/PEDESTRIANS INCLUDING DETOURS & LANE	8,340.61	8,340.61	20,000.00	20,000.00	(2,524.75)	1,657.04	(4,342.96)
32	100%	LS	PREPARE & PROVIDE SWPPP PLAN FOR PART A OF THE PROJECT	1,181.59	1,181.59	2,000.00	2,000.00	(11,659.39)	10,035.27	(9,964.73)
33	100%	LS	IMPLEMENT & ADMINISTER THE SWPPP PLAN	4,448.32	4,448.32	6,000.00	6,000.00	(818.41)	1,060.93	(939.07)
34	80	LF	INSTALL & MAINTAIN ROCK FILTER DAM	74.67	5,973.60	45.00	3,600.00	(1,551.68)	3,113.89	(2,886.11)
35	80	LF	REMOVE & DISPOSE OF ROCK FILTER DAM	22.42	1,793.60	10.00	800.00	2,373.60	3,103.60	(496.40)
36	167	SY	INSTALL & MAINTAIN CONSTRUCTION EXIT INSTALLATION	18.18	3,036.06	40.00	6,680.00	993.60	936.27	136.27
37	167	SY	REMOVE & DISPOSE OF CONSTRUCTION EXIT INSTALLATION	8.66	1,446.22	10.00	1,670.00	(3,643.94)	3,076.70	(3,603.30)
38	2,830	LF	INSTALL & MAINTAIN SILT FENCE	2.43	6,876.90	3.00	8,490.00	(223.78)	1,153.41	(516.59)
39	2,830	LF	REMOVE & DISPOSE OF SILT FENCE	0.45	1,273.50	1.00	2,830.00	(1,613.10)	8,362.65	(127.35)
40	20	LF	INSTALL, MAINTAIN & REMOVE CURB INLET PROTECTION SYSTEM	27.80	556.00	25.00	500.00	(1,556.50)	2,240.42	(589.58)
41	280	LF	CONSTRUCT STANDARD 24-INCH CURB & GUTTER	20.85	5,838.00	30.00	8,400.00	56.00	567.67	67.67
42	390	SY	CONSTRUCT 6-INCH DEPTH DRIVEWAYS USING HIGH, EARLY STRENGTH CONCRETE	67.88	26,473.20	90.00	35,100.00	(2,562.00)	7,823.67	(576.33)
43	2,400	SY	CONSTRUCT 6-INCH DEPTH REINFORCED CONCRETE TRAIL WITH 2-INCH SAND CUSHION	58.59	140,616.00	80.00	192,000.00	(8,626.80)	30,789.20	(4,310.80)
44	40	SY	CONSTRUCT 6-INCH DEPTH REINFORCED CONCRETE SIDEWALK WITH 2-INCH SAND CUSHION	50.04	2,001.60	80.00	3,200.00	(51,384.00)	146,156.00	(45,844.00)
45	8	EA	CONSTRUCT TXDOT TYPE 7 PEDESTRIAN RAMP WITH DOMED PAVERS	1,084.28	8,674.24	2,500.00	20,000.00	(1,198.40)	2,472.27	(727.73)
46	478	LF	PROVIDE & INSTALL 6 FEET HIGH CHAIN LINK FENCE	23.29	11,132.62	25.00	11,950.00	(11,325.76)	15,624.37	(4,375.63)
47	480	LF	REMOVE & DISPOSE OF EXISTING CHAIN LINK FENCE & POSTS	4.52	2,169.60	5.00	2,400.00	(817.38)	12,307.70	357.70
48	2,400	LF	PROVIDE & INSTALL 2-INCH SCHEDULE 40 PVC CONDUIT WITH PULL WIRE	15.29	36,696.00	20.00	48,000.00	(230.40)	2,681.60	281.60
49	13	EA	INSTALL STANDARD HAND HOLE GROUND BOX PROVIDED BY ONCOR	312.77	4,066.01	400.00	5,200.00	(11,304.00)	48,676.00	676.00
50	2	EA	INSTALL LARGE HAND HOLE GROUND BOX PROVIDED BY ONCOR (SECONDARY SERVICE)	382.28	764.56	2,500.00	5,000.00	(1,133.99)	5,778.61	578.61
51	33	SF	PROVIDE & INSTALL ALUMINUM TRAFFIC CONTROL/INFORMATIONAL SIGNS	63.19	2,085.27	40.00	1,320.00	(4,235.44)	2,369.97	(2,630.03)
52	13	EA	PROVIDE & INSTALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES	486.54	6,325.02	400.00	5,200.00	765.27	1,249.55	(70.45)
53	13	EA	INSTALL STREET LIGHT PRE-CAST FOUNDATIONS PROVIDED BY ONCOR	834.06	10,842.78	1,000.00	13,000.00	1,125.02	4,715.84	(484.16)
54	3	EA	INSTALL AMBER OBJECT MARKER ASSEMBLY (TYPE 2, SIZE 4) ON GROUND DELINEATOR POST	463.37	1,390.11	300.00	900.00	(2,157.22)	10,328.59	(2,671.41)
55	112	SF	PROVIDE & INSTALL PAVESTONE RETAINING WALL WITH STONE CAP & CONCRETE BASE	79.83	8,940.96	50.00	5,600.00	490.11	1,119.69	219.69
56	1,200	LF	PROVIDE & INSTALL 1" BY 6" NOMINAL NUMBER 1 REDWOOD FOR CONSTRUCTION JOINTS	3.52	4,224.00	1.50	1,800.00	3,340.96	6,828.83	1,228.83
57	1	EA	INSTALL WATER METER BOX PROVIDED BY CITY OF BELTON PUBLIC WORKS - PGL STATION 2+40	269.68	269.68	300.00	300.00	2,424.00	4,754.00	2,954.00
58	8	EA	ADJUST EXISTING WATER GATE VALVE BOXES TO FINISHED ELEVATION	304.43	2,435.44	250.00	2,000.00	(30.32)	756.95	456.95
59	100%	LS	PROVIDE RED-LINE AS-BUILTS OF THE COMPLETED CONSTRUCTION ITEMS	1,737.63	1,737.63	1,000.00	1,000.00	435.44	2,864.57	864.57
SUBTOTAL PART A (1 - 59)				BARSH	\$ 549,942.81	KPA	\$ 667,000.00	737.63	835.44	(164.56)
								\$ (117,057.20)	\$ 604,735.82	\$ (62,264.18)

BID TABULATION
CITY OF BELTON, TEXAS
Low Bid Comparison to Engineer's OPC
CHISHOLM TRAIL HIKE & BIKE FACILITY PHASE II
PART A, PART B & PART C - CSJ# 0909-36-157
September 28, 2018; 10:00 AM

				Barsh Company 304 Douglas Avenue Waco TX 76712		KPA OPC		EXTENDED AMOUNT NET DIFFERENCE	Average Extended Amount of All 6 Bids Received	Net Difference from KPA OPC
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount			
PART B										
1	38.5	STA	PREPARATION OF RIGHT-OF-WAY	\$ 704.96	\$ 27,140.96	\$ 1,000.00	38,500.00	(11,359.04)	35,426.16	(3,073.84)
2	170	SY	REMOVE & DISPOSE OF EXISTING CONCRETE DRIVEWAYS & FLAT WORK	8.29	1,409.30	15.00	2,550.00	(1,140.70)	3,575.38	1,025.38
3	80	LF	CONCRETE SAW CUT	5.11	408.80	6.00	480.00	(71.20)	515.07	35.07
4	300	LF	HMAC SAW CUT	4.08	1,224.00	3.00	900.00	324.00	1,396.50	496.50
5	245	LF	REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER	10.62	2,601.90	15.00	3,675.00	(1,073.10)	2,614.15	(1,060.85)
6	119	LF	REMOVE & DISPOSE OF EXISTING 18-INCH RCP DRAINAGE PIPE	14.52	1,727.88	20.00	2,380.00	(652.12)	1,624.75	(755.25)
7	6	EA	REMOVE & DISPOSE OF EXISTING SET FOR SINGLE 18" RCP DRAINAGE PIPE	240.13	1,440.78	750.00	4,500.00	(3,059.22)	1,790.13	(2,709.87)
8	369	SY	REMOVE & DISPOSE OF EXISTING TREATED & UNTREATED BASE & ASPHALT PAVEMENT	10.06	3,712.14	10.00	3,690.00	22.14	5,409.54	1,719.54
9	510	CY	UNCLASSIFIED TRAIL AND SIDEWALK EXCAVATION	23.51	11,990.10	30.00	15,300.00	(3,309.90)	10,430.35	(4,869.65)
10	94	CY	UNCLASSIFIED EXCAVATION FOR CURB & GUTTER INSTALLATION ALONG CRUSADER WAY	49.70	4,671.80	50.00	4,700.00	(28.20)	2,708.77	(1,991.23)
11	1,030	CY	PROVIDE & INSTALL ORDINARY FILL	34.53	35,565.90	40.00	41,200.00	(5,634.10)	32,553.15	(8,646.85)
12	360	CY	PROVIDE & INSTALL SELECT FILL FOR TRAIL AND SIDEWALK	54.18	19,504.80	40.00	14,400.00	5,104.80	17,266.80	2,866.80
13	4,300	SY	PROVIDE & INSTALL TOP SOIL (4 INCHES DEPTH)	4.23	18,189.00	2.00	8,600.00	9,589.00	19,228.17	10,628.17
14	4,300	SY	PROVIDE & INSTALL SODDING (BUFFALO GRASS: 609 BLUE-GREEN; FINE BLADE)	7.87	33,841.00	6.00	25,800.00	8,041.00	30,358.00	4,558.00
15	2,200	SY	PROVIDE & INSTALL SEEDING PER TXDOT ITEM 164 SPECIFICATIONS	1.18	2,596.00	1.50	3,300.00	(704.00)	2,827.00	(473.00)
16	700	MG	VEGETATIVE WATERING	22.87	16,009.00	10.00	7,000.00	9,009.00	16,843.17	9,843.17
17	850	SY	SOIL RETENTION BLANKETS TYPE A - CLASS 1 (GREEN)	3.08	2,618.00	3.50	2,975.00	(357.00)	2,065.50	(909.50)
18	10	EA	PROVIDE & PLANT 3-FEET HIGH BOXWOOD SHRUBS (15 GALLON)	129.33	1,293.30	200.00	2,000.00	(706.70)	2,668.85	668.85
19	3	EA	PROVIDE & PLANT 4-INCH DIAMETER RED OAK TREES (45 GALLON)	1,293.35	3,880.05	1,000.00	3,000.00	880.05	4,633.68	1,633.68
20	40	TN	PROVIDE & INSTALL DENSE GRADED HOT-MIX (SMALL QUANTITIES) FOR PATCH (TYPE "D")	189.73	7,589.20	280.00	11,200.00	(3,610.80)	7,611.53	(3,588.47)
21	1,064	SY	PROVIDE & INSTALL 4-INCH DEPTH HMAC TYPE "B" UNDER PROPOSED CURB & GUTTER	25.35	26,972.40	25.00	26,600.00	372.40	27,584.20	984.20
22	4,900	SY	PROVIDE & INSTALL 8-INCH DEPTH HMAC TYPE "B" IN ROADWAY	38.93	190,757.00	40.00	196,000.00	(5,243.00)	184,509.50	(11,490.50)
23	5,110	SY	PROVIDE & INSTALL 2-INCH DEPTH TYPE "D" IN ROADWAY	11.32	57,845.20	12.50	63,875.00	(6,029.80)	55,247.62	(8,627.38)
24	4,900	SY	PROVIDE 12-INCH DEPTH MILLING & DISPOSAL FOR EXISTING PAVEMENT STRUCTURE	6.47	31,703.00	20.00	98,000.00	(66,297.00)	35,704.67	(62,295.33)
25	690	LF	CONSTRUCT 12"x18" REINFORCED CLASS A CONCRETE TOE WALL FOR PEDESTRIAN RAIL (STATION 63+48.22 TO STATION	19.16	13,220.40	25.00	17,250.00	(4,029.60)	20,603.40	3,353.40
26	794	LF	CONSTRUCT 6" x 12" CLASS A CONCRETE TOE WALL FOR CONCRETE SIDEWALKM (FROM STATION 70+35 TO STATION	13.74	10,909.56	9.00	7,146.00	3,763.56	18,492.26	11,346.26
27	288	LF	PROVIDE & INSTALL PEDESTRIAN BARRIER RAIL (TxDOT DISTRICT 9 - TYPE D) (54-inches HIGH TO TOP RAIL) (STATION	129.33	37,247.04	170.00	48,960.00	(11,712.96)	53,727.84	4,767.84
28	100%	LS	MOBILIZATION, BONDS & INSURANCE (NOT TO EXCEED 5% OF TOTAL AMOUNT BID FOR PART B)	35,393.78	35,393.78	55,000.00	55,000.00	(19,606.22)	53,865.63	(1,134.37)
29	100%	LS	PREPARE & PROVIDE TRAFFIC SAFETY PLAN FOR VEHICLES/PEDESTRIANS INCLUDING DETOURS & LANE	2,586.70	2,586.70	6,000.00	6,000.00	(3,413.30)	1,472.28	(4,527.72)
30	100%	LS	IMPLEMENT TRAFFIC SAFETY PLAN FOR VEHICLES/PEDESTRIANS For INCLUDING DETOURS & LANE	6,466.74	6,466.74	25,000.00	25,000.00	(18,533.26)	13,657.46	(11,342.54)
31	100%	LS	PREPARE & PROVIDE SWPPP PLAN FOR PART B OF THE PROJECT	1,034.68	1,034.68	2,000.00	2,000.00	(965.32)	975.45	(1,024.55)
32	100%	LS	IMPLEMENT & ADMINISTER THE SWPPP PLAN	1,552.02	1,552.02	6,000.00	6,000.00	(4,447.98)	1,977.67	(4,022.33)
33	30	LF	INSTALL & MAINTAIN ROCK FILTER DAM	69.50	2,085.00	45.00	1,350.00	735.00	1,153.00	(197.00)
34	30	LF	REMOVE & DISPOSE OF ROCK FILTER DAM	20.87	626.10	10.00	300.00	326.10	337.10	37.10
35	166	SY	INSTALL & MAINTAIN CONSTRUCTION EXIT INSTALLATION	17.02	2,825.32	40.00	6,640.00	(3,814.68)	2,695.29	(3,944.71)
36	166	SY	REMOVE & DISPOSE OF CONSTRUCTION EXIT INSTALLATION	8.10	1,344.60	10.00	1,660.00	(315.40)	1,103.90	(556.10)
37	3,660	LF	INSTALL & MAINTAIN SILT FENCE	2.26	8,271.60	3.00	10,980.00	(2,708.40)	10,711.60	(268.40)
38	3,660	LF	REMOVE & DISPOSE OF SILT FENCE	0.32	1,171.20	1.00	3,660.00	(2,488.80)	3,062.20	(597.80)
39	30	LF	INSTALL, MAINTAIN & REMOVE CURB INLET PROTECTION SYSTEM	8.41	252.30	25.00	750.00	(497.70)	813.55	63.55
40	2,160	LF	CONSTRUCT STANDARD 24-INCH CONCRETE CURB & GUTTER	19.40	41,904.00	20.00	43,200.00	(1,296.00)	53,892.00	10,692.00
41	550	SY	CONSTRUCT 6-INCH DEPTH CONCRETE DRIVEWAYS USING HIGH, EARLY STRENGTH CONCRETE	64.02	35,211.00	90.00	49,500.00	(14,289.00)	40,225.17	(9,274.83)
42	2,810	SY	CONSTRUCT 6-INCH DEPTH REINFORCED CONCRETE TRAIL WITH 2-INCH SAND CUSHION	53.03	149,014.30	80.00	224,800.00	(75,785.70)	166,178.72	(58,621.28)
43	1,136	SY	CONSTRUCT 6-INCH DEPTH CONCRETE SIDEWALK WITH 2-INCH SAND CUSHION	53.03	60,242.08	80.00	90,880.00	(30,637.92)	68,127.81	(22,752.19)
44	1	EA	CONSTRUCT TxDOT TYPE 1 PEDESTRIAN RAMP WITH DOMED PAVERS	646.67	646.67	2,500.00	2,500.00	(1,853.33)	1,694.11	(805.89)
45	7	EA	CONSTRUCT TxDOT TYPE 7 PEDESTRIAN RAMP WITH DOMED PAVERS	776.01	5,432.07	2,500.00	17,500.00	(12,067.93)	13,556.68	(3,943.32)
46	1	EA	PROVIDE, INSTALL, MAINTAIN & REMOVE TEMPORARY MAIL BOX	194.00	194.00	400.00	400.00	(206.00)	378.50	(21.50)
47	4,570	LF	PROVIDE & INSTALL 2-INCH SCHEDULE 40 PVC CONDUIT WITH PULL WIRE	14.23	65,031.10	20.00	91,400.00	(26,368.90)	94,728.48	3,328.48
48	28	EA	INSTALL STANDARD HAND HOLE GROUND BOXES PROVIDED BY ONCOR	291.00	8,148.00	400.00	11,200.00	(3,052.00)	12,445.91	1,245.91
49	2	EA	INSTALL LARGE HAND HOLE GROUND BOXES PROVIDED BY ONCOR (SECONDARY SERVICE)	355.67	711.34	2,500.00	5,000.00	(4,288.66)	1,789.54	(3,210.46)
50	36	SF	PROVIDE & INSTALL ALUMINUM TRAFFIC CONTROL/INFORMATIONAL SIGNS	66.46	2,392.56	40.00	1,440.00	952.56	1,382.76	(57.24)
51	12	EA	PROVIDE & INSTALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES	452.67	5,432.04	400.00	4,800.00	632.04	4,357.34	(442.66)
52	28	EA	INSTALL STREET LIGHT PRE-CAST FOUNDATIONS PROVIDED BY ONCOR	776.01	21,728.28	1,000.00	28,000.00	(6,271.72)	21,546.75	(6,453.25)
53	4	EA	PROVIDE & INSTALL AMBER OBJECT MARKER (TYPE 2, SIZE 4) ON GROUND DELINEATOR POST	113.17	452.68	300.00	1,200.00	(747.32)	1,228.78	28.78
54	1,860	LF	PROVIDE & INSTALL DOUBLE 4-INCH WIDE YELLOW THERMOPLASTIC PAVEMENT MARKINGS	2.46	4,575.60	3.00	5,580.00	(1,004.40)	4,231.50	(1,348.50)
55	80	LF	PROVIDE & INSTALL 24-INCH WIDE WHITE THERMOPLASTIC PAVEMENT MARKINGS FOR CROSSWALK	18.11	1,448.80	30.00	2,400.00	(951.20)	1,270.27	(1,129.73)
56	16	LF	PROVIDE & INSTALL 24-INCH WIDE WHITE THERMOPLASTIC PAVEMENT MARKING FOR STOP BAR	18.11	289.76	30.00	480.00	(190.24)	254.05	(225.95)
57	65	EA	PROVIDE & INSTALL YELLOW RAISED REFLECTIVE PAVEMENT MARKERS DMS 4200 TYPE II-A-A	6.96	452.40	8.00	520.00	(67.60)	414.05	(105.95)
58	2	EA	PROVIDE & INSTALL FIRE HYDRANT COMPLETE AND IN PLACE	6,584.44	13,168.88	5,000.00	10,000.00	3,168.88	13,122.56	3,122.56
59	1	EA	REMOVE EXISTING FIRE HYDRANT WITH GATE VALVE AND PLUG EXISTING WATER PIPE 8" TEE	1,324.39	1,324.39	3,000.00	3,000.00	(1,675.61)	2,044.40	(955.60)
60	1,500	LF	PROVIDE & INSTALL 1" BY 6" NOMINAL NUMBER 1 REDWOOD FOR CONSTRUCTION JOINTS	3.31	4,965.00	1.50	2,250.00	2,715.00	6,140.00	3,890.00
61	1	EA	INSTALL WATER METER BOX PROVIDED BY CITY OF BELTON PUBLIC WORKS	517.34	517.34	500.00	500.00	17.34	618.72	118.72
62	4	EA	AJDUST EXISTING WATER GATE VALVE BOXES TO FINISHED ELEVATIONS	340.15	1,360.60	250.00	1,000.00	360.60	1,452.77	452.77
63	1	EA	FURNISH & INSTALL PARK BENCH WITH 6' x 4' x 6" CONCRETE PAD	2,062.89	2,062.89	1,000.00	1,000.00	1,062.89	1,977.82	977.82
64	1	EA	FURNISH & INSTALL TRASH RECEPTICAL WITH 3' x 3' x 6" CONCRETE PAD	1,099.35	1,099.35	1,000.00	1,000.00	99.35	1,373.56	373.56
65	20	LF	FURNISH & INSTALL TYPE III BARRICADE-PGL STATION 41+00	64.67	1,293.40	80.00	1,600.00	(306.60)	2,832.23	1,232.23
66	100%	LS	PROVIDE RED-LINE AS-BUILTS OF THE COMPLETED CONSTRUCTION ITEMS	1,616.69	1,616.69	1,000.00	1,000.00	616.69	807.28	(192.72)
67	402	LF	PROVIDE & INSTALL PEDESTRIAN BARRIER RAIL (TxDOT DISTRICT 9 - TYPE D) (42-inches HIGH TO TOP RAIL) (STATION	116.40	46,792.80	170.00	68,340.00	(21,547.20)	70,979.80	2,639.80
SUBTOTAL PART B (1 - 67)					\$ 1,107,186.57		\$ 1,443,811.00	\$ (336,624.43)	\$ 1,278,292.79	\$ (165,518.21)

BID TABULATION
CITY OF BELTON, TEXAS
Low Bid Comparison to Engineer's OPC
CHISHOLM TRAIL HIKE & BIKE FACILITY PHASE II
PART A, PART B & PART C - CSJ# 0909-36-157
September 28, 2018; 10:00 AM

				Barsh Company 304 Douglas Avenue Waco TX 76712		KPA OPC		EXTENDED AMOUNT NET DIFFERENCE	Average Extended Amount of All 6 Bids Received	Net Difference from KPA OPC
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount			
PART C										
1	6.0	EA	FURNISH & INSTALL UMHB PULL BOX	\$ 1,051.84	\$ 6,311.04	1,000.00	6,000.00	311.04	9,340.04	3,340.04
2	1,360	LF	FURNISH & INSTALL 2-INCH SCHEDULE 40 CONDUIT WITH PULL WIRE	14.02	19,067.20	22.50	30,600.00	(11,532.80)	26,728.53	(3,871.47)
3	4	EA	FURNISH & INSTALL 2-INCH SCHEDULE 40 CAPS	19.12	76.48	50.00	200.00	(123.52)	84.65	(115.35)
SUBTOTAL PART C (1 - 3)					\$ 25,454.72		\$ 36,800.00	\$ (11,345.28)	\$ 36,153.23	\$ (646.77)

		Barsh Company 304 Douglas Avenue Waco TX 76712		KPA OPC		EXTENDED AMOUNT NET DIFFERENCE	Average Extended Amount of All 6 Bids Received	Net Difference from KPA OPC
SUBTOTAL PART A		\$	549,942.81	\$	667,000.00	\$ (117,057.20)	\$ 604,735.82	\$ (62,264.18)
SUBTOTAL PART B		\$	1,107,186.57	\$	1,443,811.00	\$ (336,624.43)	\$ 1,278,292.79	\$ (165,518.21)
SUBTOTAL PART C		\$	25,454.72	\$	36,800.00	\$ (11,345.28)	\$ 36,153.23	\$ (646.77)
TOTAL PROJECT BID AMOUNT (PART A + PART B + PART C)		\$	1,682,584.10	\$	2,147,611.00	\$ (465,026.91)	\$ 1,919,181.84	\$ (228,429.16)

I hereby certify that this is a correct and true tabulation of all bids received

Wm. Mack Parker
Wm. Mack Parker, PE, CFM
Kasberg, Patrick & Associates, LP

10-3-18
Date



Chisholm Trail Hike and Bike Trail

Bid Award

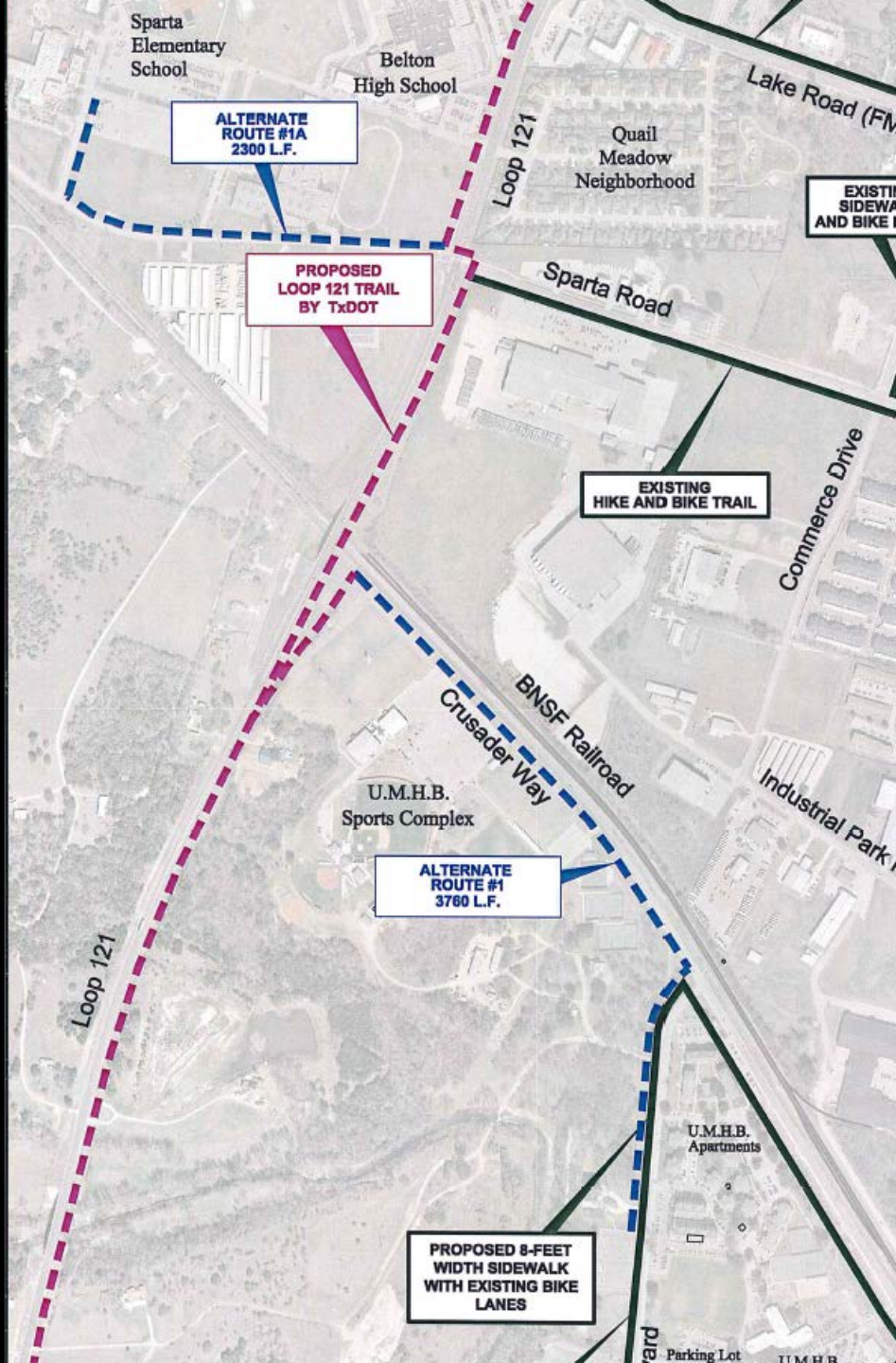
City Council
November 13, 2018

Project Background

- Belton's H&B Trail network extends from IH-35 at Confederate Park to north of W MLK Jr. Ave along University. The Sparta Road Reconstruction Project included a 10' H&B trail along Sparta Road from Commerce Drive to Loop 121. However, the BNSF railroad divided the two trail components.
- In order to link Belton's trail network from IH-35 to Sparta and Loop 121, Council passed a resolution on 5/12/15, regarding the City's 20% match requirement to submit an application to TxDOT for Phase II of the Chisholm Trail H&B Facility.

Project Background

- In June 2016, the City entered into an Advance Funding Agreement with TxDOT for Phase II of the Chisholm Trail H&B Trail. TxDOT allocated \$2,136,492 in federal funding for construction with a total local commitment from the City of Belton of \$597,448, but was reduced by \$200,000 based on local contributions.
- The City selected KPA on February 28, 2017 to provide engineering services for the project.
- A fiber line was discovered along the BNSF railroad, which resulted in an approved realignment (01/23/18) of the trail to along University, Crusader, and then Sparta to Tiger Drive.
- KPA and Staff have worked diligently to redesign the project to meet TxDOT's deadline to bid the project by the end of September.



KPA finished the design and Staff secured the ROW by August 2018.

Project was bid on September 28, 2018.

Contractor

Bid Amount

Barsh Company, Waco

\$1,682,584.10

TTG Utilities, Gatesville

\$1,726,000.00

James Construction Group, Belton

\$1,783,983.00

Smith Contracting, Austin

\$2,022,513.50

Holy Contractors, Hewitt

\$2,152,449.86

Prota Construction, Austin

\$2,175,275.20

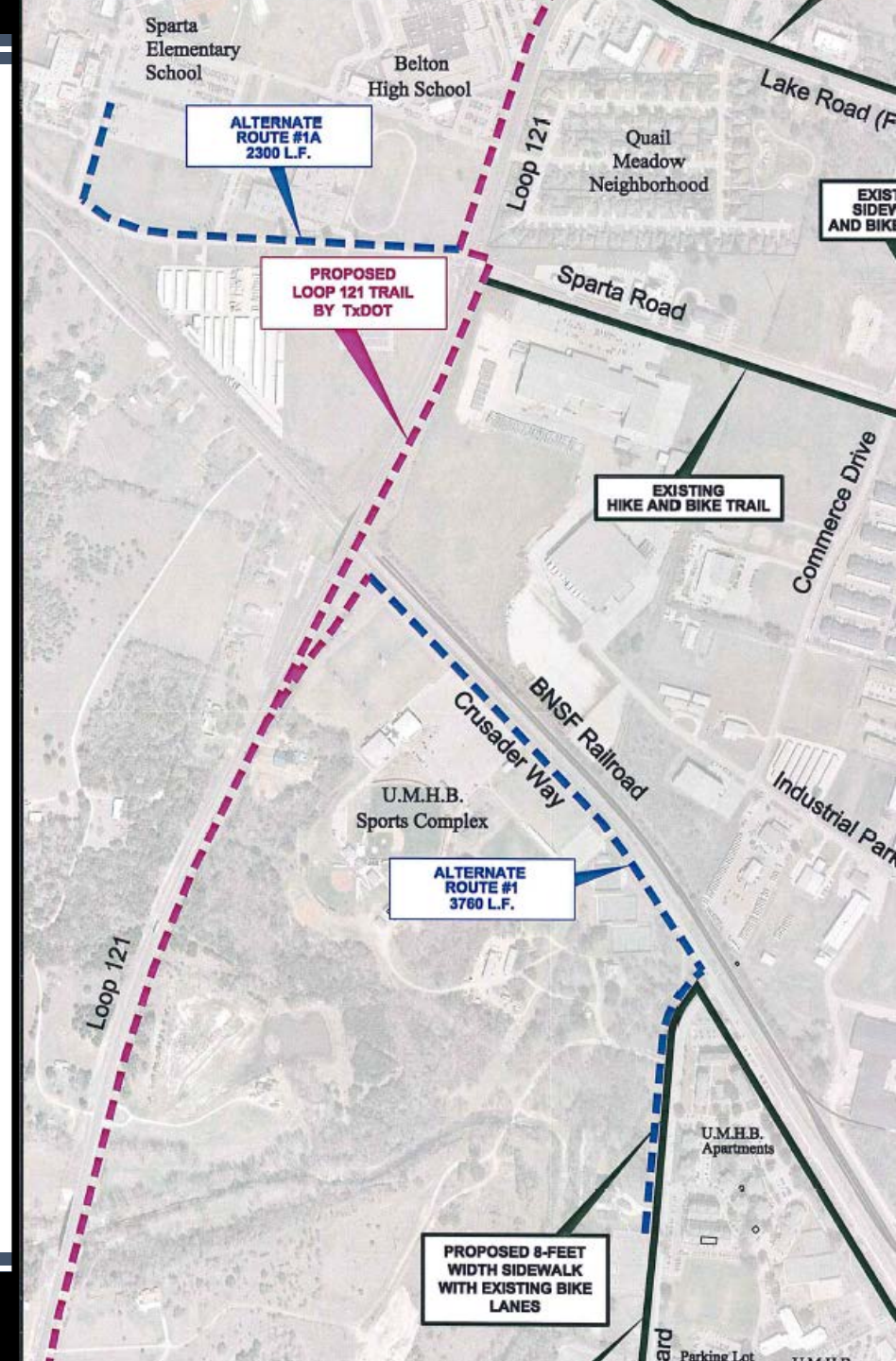
After documentation was reviewed, Staff and Project Engineer determined Barsh Company of Waco, which submitted the low bid, has the capability and experience to successfully perform the requirements of the Chisholm Trail Hike and Bike Trail Phase II Project.

Fiscal Impact

- The entire contract for the project is \$2,472,579.
- The local share is \$566,100.
- Funding for the project is \$334,123 from the City in FY2016, \$100,000 from the Leigh Family, and \$100,000 pledge from UMHB for a total of \$534,123.
- City Staff will work to identify cost savings or additional funding as the project progresses in order to address the gap (\$31,977) between the local cost share and current funding.

What's Next

1. Nov 13, 2018 – Bid Award
2. Nov 2018 – TxDOT approval, execute contracts
3. Dec 2018 – Preconstruction Conference
4. Jan 2019 – Construction Notice to Proceed
5. Early 2020 – Trail Opens



Recommendation

Authorize the City Manager to execute a contract in the amount of \$1,682,584.10 with Barsh Company for construction of the Chisholm Trail Hike and Bike Phase II Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Staff Report – City Council Agenda Item



Agenda Item #11

Consider authorizing BEDC Executive Director to execute a contract for the sale of 1.0 acre in the Belton Business Park to Birdcreek Holdings, LLC.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

BEDC has received an offer from Birdcreek Holdings, LLC to purchase one acre on Arbor Park Drive in the Belton Business Park. The company is proposing to develop a 6,000-sf. office building to be utilized for law offices and mediation. The investment for the land and building is estimated at \$700,000, and nine employees will be relocated to Belton. However, given that this is an expansion, employment is expected to increase.

As per the contract, Birdcreek Holdings, LLC is offering \$152,460 for the land with a 90-day Engineering Development Period. The subject property is part of a 3.04-acre tract and will need to be subdivided to accommodate their request. This will require some coordination on utilities and shared access easements to ensure the remaining property is marketable.

Prior to the expiration of the Engineering Development Period, the contract provides for a one-year Option Period at \$10,000. Should the buyer opt for the Option Period, an extension may be granted for a second one-year Option Period, also at a fee of \$10,000. Payments will be credited to the purchase of the property at closing. The two options will allow the buyer to utilize this purchase in a 1031 transaction.

The replat will be handled by the purchaser with the associated fees to be deducted from the sales price at closing. Additionally, BEDC will be responsible for the Title Insurance and half of the escrow or closing fees. A broker was not utilized for this project.

In a meeting of the BEDC Board of Directors on November 6, 2018, the Board voted to approve the contract as presented. Staff seeks the City Council's consideration in ratifying the contract as approved by the Board of Directors.

Fiscal Impact

The sales price is \$152,460. Fees and services associated with the sale of property are estimated at \$9,400. BEDC will net \$143,060 from the real-estate transaction.

Amount: \$143,060

Budgeted: ☐ Yes ☒ No

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

Funding Source(s): BEDC Fund Balance

Recommendation

The BEDC Board and staff recommend Belton City Council approval of this contract for the sale of 1.0 acre in the Belton Business Park to Birdcreek Holdings, LLC.

Attachments

Contract
Site Exhibit
Plat

REAL ESTATE SALES CONTRACT

This REAL ESTATE SALES CONTRACT (“Contract”) is entered into by Belton Economic Development Corporation, a Texas 4A Corporation (“Seller”), and Birdcreek Holdings, LLC, a Limited Liability Corporation, or its assigns as permitted under this Contract.

RECITALS

Seller wants to sell to Purchaser and Purchaser wants to purchase from Seller all of Seller’s right, title, and interest in and to the real property described below and any improvements on it.

AGREEMENT

In consideration of these recitals, the mutual covenants, agreements, and obligations stated below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser agree as follows:

ARTICLE 1 SALE AND PURCHASE

1.1. **Property.** Subject to the terms and conditions below, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the following (collectively, referred to herein as the “Property”):

(a) **Real Property.** The real property containing approximately 1.00 acres located in Bell County, Texas, and generally described in the attached Exhibit A, together with (1) all buildings, structures, fixtures, and improvements situated on, in, or under the real property (“Improvements”), and (2) all of Seller’s right, title, and interest in and to the appurtenances to the real property, including but not limited to all right, title, and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities and strips and gores between the described real property and abutting properties (collectively, “Real Property”).

(b) **Personal Property.** All of Seller’s right, title, and interest in any personal property owned by Seller as of the contract date or on the Closing Date, and other items of tangible and intangible personal property and replacements, affixed or attached to, situated on, or used exclusively in connection with the Real Property (collectively, “Personal Property”). The Personal Property excludes the following items: none.

(c) **Leases.** All of Seller’s right, title, and interest in any leases, licenses, occupancy agreements, or other agreements demising space in and providing for the use or occupancy of the Real Property (collectively, “Leases”), and the security deposits for the Leases.

(d) **Service Contracts.** To the extent assignable by Seller to Purchaser, all of Seller’s right, title, and interest in and to any service or maintenance contracts for the provision of labor, services, materials, or supplies relating to the ownership, maintenance, and operation of the Real Property and Personal Property are expressly assumed by Purchaser under this

Contract (each a “Service Contract,” and collectively, “Service Contracts”).

(e) Licenses and Permits. To the extent assignable by Seller to Purchaser, all of Seller’s right, title, and interest in and to (1) licenses, permits, certificates of occupancy, or similar documents relating to the Real Property and Personal Property, and (2) plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Real Property (collectively, “Licenses and Permits”).

ARTICLE 2 PURCHASE PRICE

2.1. **Purchase Price.** The purchase price for the Property (“Purchase Price”) is One Hundred Fifty-Two Thousand Four Hundred and Sixty Thousand Dollars (\$152,460.00), payable in cash or other immediately available funds at Closing.

ARTICLE 3 Engineering and Development Study Option

3.1. **Engineering & Development Study Option.** Within five (5) business days after this Contract is fully executed by Seller and Purchaser, and approved by the Belton Economic Development Corporation (“BEDC”) and the City of Belton, Seller will deposit with Monteith Abstract and Title (“Title Company”), having an address of 106 S. East Street, a fully executed original counterpart of this Contract. In addition, within five (5) business days after an original executed counterpart of this Contract is deposited with the Title Company, Purchaser will deposit with the Title Company One Thousand (\$1,000.00) dollars to ensure prompt observance of this Contract by Purchaser (the “Engineering Study Deposit”). The Engineering Study Deposit will apply to the Purchase Price at Closing or be otherwise disbursed by the Title Company under this Contract. Upon tendering the Engineering Study Deposit, Purchaser shall have 90-days to complete its engineering/design and development study (the “Engineering Development Period”).

ARTICLE 4 OPTIONS TO PURCHASE

4.1 Upon or before the expiration of the ninety (90) day Engineering & Development Study Option period, Purchaser may either notify Seller that it will not purchase the Property or Purchaser may deposit with the Title Company an additional \$10,000 payment (the “Option Payment”). Upon making an additional \$10,000.00 option payment, Purchaser shall have a one (1) year option to purchase the Property (the “Option Period”). Purchaser may extend the one (1) year option upon payment of an additional \$10,000. If Purchaser elects to exercise one or more of these one (1) year extensions, then Purchaser agrees to pay Seller \$10,000.00 (an “Extension Payment”) on or before the anniversary of the initial Option Payment. All Option Payments will be credited to the purchase of the Property at closing.

4.2 **Replat.** The description for the Real Property that is the subject of this Sales Contract (the “Subject Property”) is generally described by Exhibit A, which exhibit is attached hereto and incorporated herein. Purchaser agrees to survey and “Replat” the subject property during

the first Option Period. Purchaser and Seller agree that the Replat shall identify the tract of Property that is the subject of this Sales Contract. All expenses incurred by Purchaser to Replat the Property shall be documented by receipts and shall either be credited to the purchase of the Property at closing or deducted from a subsequent \$10,000.00 Extension Payment. In the event that this transaction does not close, the Replat shall become the Seller's property for its use. Upon completion of the proposed Replat, Purchaser shall submit the same to Seller for review and approval. Seller's review shall include the entire Replat and approval of the legal description of the Real Property that is the subject of this Sales Contract. In the event that Purchaser and Seller cannot agree upon the boundaries and size of the Subject Property, then Purchaser may, at its sole discretion, terminate this Contract and Seller shall return the Engineering Study Deposit and all Option Payments to Purchaser. If Purchaser terminates this Contract under this Section, and the parties will have no further obligations under this Contract except for those that expressly survive its termination.

ARTICLE 5 TITLE STATUS

5.1. **Title Commitment and Survey.** Following the approval and recording of the Replat in the official public records, Seller will deliver or have delivered to Purchaser within Twenty (20) days the following: (a) a Texas standard form (Form T-7) Commitment for Title Insurance ("Commitment"), together with legible copies of all instruments and documents referred to as exceptions to title to the Property ("Exception Documents"), in the amount of the Purchase Price, in favor of Purchaser, under which the Title Company agrees, subject to the Commitment, to issue to Purchaser at Closing a Texas standard form (Form T-1) Owner Policy of Title Insurance insuring fee simple, indefeasible title to the Property in Purchaser ("Owner Policy"); and (b) an on-the-ground, ASCM/ALTA survey of the Property ("Survey"), dated no earlier than the Effective Date. Seller may utilize the Replat and associated survey for the Subject Property.

5.2. **Review of Title Documents.** The review of the Commitment, the Exception Documents, and the Survey (collectively "Title Documents") will be governed by the following terms:

(a) **Purchaser Obligations.** Purchaser will have until five (5) business days after Purchaser's receipt of the last of the Title Documents ("Title/Survey Review Period") to provide to Seller written objections to the status of title to the Property. If written objections have not been received by Seller before the Title/Survey Review Period expires, Purchaser will be deemed to have conclusively accepted and approved the status of title to the Property as shown by the Title Documents, and all the matters shown in the Title Documents will be Permitted Exceptions (as defined in Section 4.3).

(b) **Seller Response.** If Purchaser does timely deliver written objections to Seller, Seller will within five (5) business days after receiving them ("Response Period") notify Purchaser of which objections Seller will cure before Closing ("Cure Notice"), Seller having no obligation to cure any of Purchaser's title objections. If Seller does not agree or is unable

to timely cure all of Purchaser's title objections, Purchaser may either (1) waive the title objections in writing and purchase the Property despite them, in which event the title objections will be deemed Permitted Exceptions, or (2) terminate this Contract by giving written notice to Seller within three (3) business days after the Response Period, in which event all deposits and payments will be returned to Purchaser on demand, and neither Seller nor Purchaser will have any further obligations under this Contract except for those that expressly survive its termination.

6.3. **Conveyance by Deed.** Seller will deliver to Purchaser at Closing a General Warranty Deed conveying fee simple title to the Real Property to Purchaser, subject to the exceptions to title contained in the Title Documents approved or waived by Purchaser under Section 4.2 ("Permitted Exceptions").

ARTICLE 7 INSPECTION AND EXAMINATION

7.1. **Inspection Period.** The Purchaser's inspection and examination of the Property will be governed by the following terms:

(a) **Time Period.** Purchaser will have a period of 90 days after the Effective Date ("Inspection Period"), which shall mirror and run concurrent with the Engineering Development Period, during which time Purchaser, or its authorized agents or representatives, will be entitled to enter on the Property for the purpose of inspecting, examining, and conducting tests on the Property.

(b) **Termination.** If Purchaser, in its sole discretion, is dissatisfied with the results of the inspection of the Property, regardless of whether any tests or inspections were actually made by Purchaser, Purchaser may, by written notice delivered to Seller before the Inspection Period expires, terminate this Contract, in which event all deposits and payments shall be returned to Purchaser on demand, and neither Seller nor Purchaser will have any further obligations under this Contract except for those that expressly survive its termination. If Purchaser does not terminate this Contract by delivery of written notice to Seller before the Inspection Period expires, Purchaser will no longer have a right of termination under this Section, but will have a continuing right to enter on the Property.

(c) **Indemnification.** Except for the mere discovery of existing defects or conditions affecting the Property, Purchaser will release, indemnify, and hold Seller harmless from and against any liabilities, claims, demands, or actions incident to, resulting from, or in any way arising from any such test, report, inspection, or analysis or any entry by or on behalf of Purchaser onto the Property. The terms of this Section will expressly survive the termination or Closing of this Contract.

7.2. **Environmental Survey.** The inspection and examination of the Property relative to the environmental condition of the Property will be governed by the following terms:

(a) **Examination Authority.** Purchaser, at its expense, will have the right to conduct

Phase I and, if necessary, Phase II environmental surveys (collectively, “Environmental Survey”) of the Property, which must be completed before the Inspection Period expires. If an Environmental Survey is conducted, Purchaser will deliver to Seller a written report stating the findings obtained in the Environmental Survey.

(b) **Remediation/Termination.** If, as a result of the Environmental Survey, or by any other means, Purchaser or Seller becomes aware of the existence of toxic or hazardous wastes (including asbestos) or other environmental contamination on or within the Property, Purchaser will have the right to immediately terminate this Contract before the Inspection Period expires. If Purchaser terminates this Contract under this Section, all deposits and payments shall be returned to Purchaser and the parties will have no further obligations under this Contract except for those that expressly survive its termination.

7.3. **Document Inspection.** To facilitate Purchaser’s inspection of the Property, Seller will provide to Purchaser, within ten (10) days after the Effective Date, but only to the extent within Seller’s actual possession, copies of all reports, tests (including all engineering investigations, tests, and environmental studies), and surveys made with respect to the Property within five (5) years before the Effective Date. Additionally, Seller will provide any further information in its actual possession relating to the Property that may be reasonably requested in writing by Purchaser. Purchaser acknowledges that any information of any type that Purchaser has received or may receive from Seller or its agents is furnished to Purchaser as a courtesy only and on the express condition that Purchaser will make an independent verification of the accuracy of the information, and all information is being furnished without any representation or warranty by Seller about its truth, accuracy, or completeness.

7.4. **Service Contracts.** Purchaser and Seller agree that Purchaser will not assume any property management or leasing commission agreements affecting the Property at Closing. Before the Inspection Period expires, Purchaser may deliver written notice to Seller (“Service Contracts Notice”) specifying any Service Contracts for which Purchaser wants to have Seller deliver notices of termination at Closing (each a “Terminated Contract,” and collectively, “Terminated Contracts”), provided that (a) the effective date of the termination after Closing will be subject to the express terms of the Terminated Contracts, (b) if any Service Contract cannot by its terms be terminated, it will be assumed by Purchaser and not be a Terminated Contract, and (c) to the extent that any Terminated Contract requires payment of a fee or penalty for cancellation, Purchaser will be solely responsible for the payment of any cancellation fees or penalties. If Purchaser fails to deliver the Service Contracts Notice before the Inspection Period expires, there will be no Terminated Contracts and Purchaser will assume all Service Contracts at Closing.

ARTICLE 8 CLOSING

8.1. **Closing Date.** The date of closing (“Closing Date”) will be, and the event of closing (“Closing”) will occur, on the date mutually agreed upon by Purchaser and Seller, which shall occur either prior to or during an Option Period. The Closing will take place in the offices of a Bell County title company at a time agreed to by Seller and Purchaser. Seller covenants to close the Contract and transfer the deed to Purchaser in a manner and at a time

that permits Purchaser to structure its tax obligations in accord with Section 1031 of the Internal Revenue Code. Purchaser shall notify Seller of the deadline for the Closing Date.

8.2. **Closing Costs.** At Closing, Seller will pay (a) any costs related to the issuance of the Commitment, any inspection fees charged by the Title Company in connection with the issuance of the Owner Policy, and the base premium for the Owner Policy, (b) the cost of satisfying any liens not deemed Permitted Exceptions, (c) Seller's legal fees, (d) one-half (1/2) of any escrow or closing fee charged by the Title Company and the cost of any tax certificates, municipal and utility lien certificates, and any other Title Company charges, and (e) all other items normally paid by sellers in real estate transactions in Bell County, Texas. Purchaser will pay (a) the cost of Purchaser's due-diligence inspection, (b) the cost to modify the areas-and-boundaries exception in the Owner Policy to read "shortages in area" only (if requested by Purchaser), (c) the cost for any extended coverages or endorsements to the Owner Policy required by Purchaser and any lender of Purchaser, (d) Purchaser's legal fees, (e) one-half (1/2) of any escrow or closing fee charged by the Title Company, and (f) all other items normally paid by purchasers in real estate transactions in Bell County, Texas.

8.3. **Prorations.** Title to the Property on the day of Closing will belong to Purchaser, and all prorations to be made as of Closing will be made as of 12:01 a.m., Central Time, on the Closing Date. For each proration below, the portion applicable to periods beginning as of Closing will be credited or charged to Purchaser and the portion applicable to periods ending as of Closing will be credited or charged to Seller.

(a) **Taxes and Assessments.** General real estate taxes and assessments imposed by governmental authority and any assessments imposed by private covenant constituting a lien or charge on the Property for the current calendar year or other current tax period (collectively, "Taxes") not yet due and payable will be prorated. If Closing occurs before Seller receives the tax bill for the calendar year or other applicable tax period in which Closing occurs, Purchaser and Seller will prorate Taxes for that calendar year or other applicable tax period based on the most recent ascertainable assessed values and tax rates.

(b) **Collected Rent.** All collected rent and other collected income (and any applicable state or local tax on rent) under the Leases in effect on the Closing Date will be prorated. Seller will be charged with any rent and other income collected by Seller before Closing but applicable to any period of time after Closing. Uncollected rent and other income will not be prorated at Closing. Purchaser will apply rent and other income from tenants that are collected after Closing first to the obligations then due to Purchaser for its period of ownership and to reasonable costs of collection, remitting any balance to Seller. Any prepaid rents for the period following the Closing Date will be paid over by Seller to Purchaser. Purchaser will make reasonable efforts, without suit, to collect any rents applicable to the period before Closing.

(c) **Operating Costs.** If Seller, as landlord under the Leases, is currently collecting from tenants additional rent to cover Taxes, insurance, utilities, common-area maintenance, and other operating costs and expenses (collectively, "Operating Costs") incurred by Seller in connection with the ownership, operation, maintenance, and management of the Property, at Closing Purchaser will receive a credit equal to the amount by which payments made by

tenants for Operating Costs exceed the amount actually and properly paid by Seller during the same period for Operating Costs. Operating Costs that are not paid by tenants directly or reimbursed under the Leases will be prorated.

(d) Leasing Costs. Seller agrees to pay or discharge at or before Closing all leasing commissions, costs for tenant improvements, legal fees, and other costs and expenses (collectively, "Leasing Costs") that are, as of the Closing Date, due for Leases in force on the Effective Date. However, Seller will have no obligation to pay, and Purchaser will assume the obligation to pay, all leasing commissions payable under the Leases for any option to renew or option to expand that has not been exercised before the Effective Date. As of Closing, Purchaser will assume Seller's obligations for Leasing Costs (1) that are, as of the Closing Date, not yet due for Leases in force on the Effective Date, and (2) that are incurred for Leases and Lease renewals and extensions executed after the Effective Date. If, as of the Closing Date, Seller has paid any Leasing Costs for which Purchaser is responsible under this Section, Seller will be credited with an amount equal to those Leasing Costs.

(e) Fees and Charges Under Service Contracts. Fees and charges under the Service Contracts assumed by Purchaser at Closing will be prorated, except as otherwise provided in Section 5.4.

(f) Deposits. The amount of security deposits paid under the Leases and not applied by Seller will be credited to Purchaser against the Purchase Price on the Closing Date. Purchaser will assume at Closing the obligation to return security deposits to tenants under the Leases, to the extent that the security deposits are credited to Purchaser at Closing. Seller will not apply any security deposits to past-due rents or any other tenant default after the Effective Date of this Contract.

(g) Utility Bills and Deposits. Water, electric, telephone, and other utility and fuel charges will be prorated on the basis of the last ascertainable bills (and prorated again on receipt of the actual bills or invoices) unless final meter readings and final invoices can be obtained before Closing. If possible, Seller will have utility meters read no more than one (1) day before the Closing Date. Purchaser will be responsible for making any deposits required with utility companies.

(h) Final Adjustment After Closing. If final prorations cannot be made at Closing for any item being prorated under this Section, including Taxes, then Purchaser and Seller agree to allocate those items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after Closing, to the effect that income and expenses are received and paid by the parties on an accrual basis for their period of ownership. Payments for the final adjustment will be due within thirty (30) days after receiving written notice. Seller, at its expense, and on three (3) business days' written notice to Purchaser, will have reasonable access to, and the right to inspect and audit, Purchaser's books to confirm the final prorations.

(i) Survival. The terms and provisions of this Section will survive the Closing.

8.4. **Seller's Obligations at Closing.** At Closing, Seller will deliver, or have delivered in accordance with local custom and practice, to the Title Company the documents in (a)-(h) below, each of which will be duly executed and, if appropriate, acknowledged, together with any other necessary or appropriate items or instruments:

(a) **Deed.** A General Warranty Deed conveying fee simple title to the Real Property to Purchaser, subject to the exceptions to title contained in the Title Documents approved or waived by Purchaser under Section 4.2.

(b) **Bill of Sale.** A bill of sale conveying all of Seller's right, title, and interest in the Personal Property to Purchaser free and clear of all restrictions, conditions, easements, liens, and other encumbrances, except the Permitted Exceptions.

(c) **Assignment and Assumption of Leases.** An assignment and assumption of leases assigning to Purchaser all of Seller's interest in the Leases and the security deposits, which will provide for Purchaser to assume all of the obligations under the Leases that may arise after the Closing Date.

(d) **General Assignment.** A general assignment assigning to Purchaser all of Seller's interest in the Service Contracts (if any) being assumed by Purchaser and the Licenses and Permits, which will provide for the Purchaser to assume all of the obligations under those Service Contracts and the Licenses and Permits after the Closing Date.

(e) **Notice Letter.** A letter to each tenant under a lease dated as of the Closing Date, evidencing the assumption by Purchaser of the landlord's duties and obligations under the Lease accruing on or after the Closing Date and setting forth the exact amount of any security deposit that has been received by Purchaser from Seller. Immediately after the Closing, the Title Company will deliver each letter to Purchaser, and Purchaser will deliver each letter to the applicable tenant.

(f) **Nonforeign Affidavit.** An affidavit required under Internal Revenue Code Section 1445 stating, under penalty of perjury, that neither Seller nor any other party so swearing is a foreign person within the meaning of Section 1445.

(g) **Evidence of Authority.** Any documents reasonably requested by the Title Company or required by this Contract to confirm that this transaction and the parties executing the documents are fully authorized and empowered to act.

(h) **Owner Policy.** Seller will cause the Title Company to issue to Purchaser the Owner Policy, containing no exception to title other than (1) the Permitted Exceptions and (2) the standard printed exceptions in Schedule B to the Commitment, and the survey exception will be amended to read "shortages in area" only, the premium for the amendment (and any other modifications or endorsements to the Owner Policy) will be paid by Purchaser, and the tax exception will refer to taxes for the year of Closing and later years, and later assessments for earlier years due to change in land usage or ownership.

8.5. **Purchaser's Obligations at Closing.** At Closing, Purchaser will deliver, or have delivered in accordance with local custom and practice, to the Title Company the following:

(a) **Cash Funds.** The cash funds for the Purchase Price (as defined in Section 2.1).

(b) **Closing Documents.** Counterparts of the documents referred to in Sections 6.4(c)-(e), each of which will be duly executed by Purchaser and, if appropriate, acknowledged, together with any other necessary or appropriate items or instruments.

(c) **Evidence of Authority.** Any documents reasonably requested by the Title Company or required by this Contract to confirm that this transaction and the parties executing the documents are fully authorized and empowered to act.

8.6. **Delivery of Possession.** Possession of the Property will be delivered to Purchaser at Closing, after completion of funding, subject only to the Permitted Exceptions.

ARTICLE 9 REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1. **Seller's Representations, Warranties, and Covenants.** Seller represents, warrants, and covenants to Purchaser the following:

(a) **Authority.** Seller has been duly organized and is in good standing under the laws of the state of its organization. Seller has the legal right and authority to enter into this Contract and to transfer all of the Property under this Contract. The person signing this Contract on Seller's behalf is authorized to do so.

(b) **Condemnation; Legal Action.** To Seller's actual knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property or pending public improvements, liens, or special assessments in, about, or outside the Property that will affect the Property or access to it, nor any legal action of any kind affecting the Property that will affect Purchaser, nor is any such legal action presently contemplated.

(c) **Governmental Requirements.** To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Property, and Seller's performance of this Contract will not result in any breach of, constitute any default under, or result in imposition of any lien or encumbrance on the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

(d) **Continued Operation.** Seller will operate and manage the Property in substantially the same manner it has been operated and managed before the Effective Date. Seller will maintain the physical condition of the Property in the same or better condition as it presently exists up to the Closing Date, except for reasonable wear and tear and casualty damage.

(e) Environmental. Seller has no actual knowledge of and has not received any written notice about any violation of Environmental Laws related to the Property or the presence or release of Hazardous Materials on or from the Property or any adjacent property. Neither Seller nor, to Seller's actual knowledge, any other person or entity has ever (1) used, generated, processed, stored, disposed of, released, or discharged any Hazardous Materials on, under, or about the Property, or (2) transported Hazardous Materials to, from, or across the Property except as reflected in any environmental report, studies, or written disclosure actually delivered by Seller to Purchaser. To Seller's actual knowledge, the Property is in compliance with all applicable Environmental Laws. To Seller's actual knowledge, there are no orders, judgment, claims, suits, or proceedings concerning or affecting the Property relating to any Environmental Law. Seller has not received any written notice of any threatened or pending suit or proceeding concerning the Property relating to any Environmental Law. The term "Environmental Laws" includes the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and other federal laws governing the environment, pollution, or hazardous materials in effect on the Effective Date of this Contract, together with their implementing regulations and guidelines as of the Effective Date of this Contract, and all state, regional, county, municipal, and other local laws, regulations, and ordinances that are similar to the federal laws stated above or that purport to regulate the environment, pollution, or hazardous materials. The term "Hazardous Materials" includes any substance, material waste, pollutant, or contaminant regulated, listed, or defined as hazardous or toxic under any Environmental Law. To Seller's actual knowledge, the Property has not been used as a landfill or as a dump for garbage or refuse.

(f) Leases. True, correct, and complete copies of the Leases, including all amendments and related documents, have been delivered or made available to Purchaser; the Leases are in full force and effect, neither the landlord nor tenant is in default, and no events have occurred that, with notice or the passage of time or both, would constitute a default; and the Leases have not been modified nor have any concessions been made with respect to them unless expressly stated in them.

(g) Terrorist Organizations Lists. Neither Seller nor, to Seller's actual knowledge, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is or will become a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on the OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(h) Pending Actions. To Seller's actual knowledge, Seller has not received written notice of any action, lawsuit, arbitration, unsatisfied order or judgment, government investigation, or proceeding pending against Seller that, if adversely determined, could materially interfere with the transaction contemplated by this Contract.

(i) Service Contracts. True, correct, and complete copies of the Service Contracts, including all amendments and related documents, have been delivered or made available to Purchaser.

9.2. **Purchaser's Representations, Warranties, and Covenants.** Purchaser represents, warrants, and covenants to Seller the following:

(a) Authority. Purchaser has been duly organized and is in good standing under the laws of the state of its organization. Purchaser has the legal right and authority to enter into this Contract and to make the transactions under this Contract. The execution, delivery, and performance of this Contract have been duly authorized, and no other action by Purchaser is required for the valid and binding execution, delivery, and performance of this Contract, except as otherwise expressly provided. There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser that is in conflict with this Contract.

(a) Authority. Purchaser has the legal right and authority to enter into this Contract and to make the transactions under this Contract.

(b) Terrorist Organizations Lists. Neither Purchaser nor, to Purchaser's actual knowledge, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is or will become a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on the OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

9.3. **As Is.** Once the Inspection Period has expired, Purchaser will have examined and inspected the Property, reviewed all instruments, records, and documents that Purchaser deems appropriate or advisable to review in connection with this transaction, and, at its own cost and expense, made its own independent investigation into the Property and all other aspects of this transaction.

PURCHASER AGREES THAT, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 9.1, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE COMPLIANCE OR NONCOMPLIANCE OF SELLER OR ANY OTHER PERSON OR ENTITY OR THE PROPERTY OR ITS OPERATION WITH (A) ALL CODES, LAWS, ORDINANCES, REGULATIONS, AGREEMENTS, LICENSES, PERMITS, APPROVALS, AND APPLICATIONS OF OR WITH ANY GOVERNMENTAL AUTHORITIES ASSERTING JURISDICTION OVER THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO ZONING, LAND USE, BUILDING, PUBLIC WORKS, PARKING, FIRE AND POLICE ACCESS, HANDICAP ACCESS, LIFE SAFETY, SUBDIVISION AND SUBDIVISION SALES, AND HAZARDOUS AND TOXIC SUBSTANCES, MATERIALS, CONDITIONS, OR WASTE; AND (B) ALL AGREEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (PUBLIC OR

PRIVATE), DEVELOPMENT AGREEMENTS, BUILDING RULES, AND OTHER INSTRUMENTS AND DOCUMENTS GOVERNING THE USE, DEVELOPMENT, AND OPERATION OF THE PROPERTY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7.1(d), PURCHASER AGREES THAT THE PROPERTY WILL BE SOLD AND CONVEYED TO (AND ACCEPTED BY) PURCHASER AT CLOSING IN ITS CONDITION AT THE TIME, **AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW**, OTHER THAN THE GENERAL WARRANTY OF TITLE IN THE DEED. FURTHER, PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER HAS KNOWLEDGE AND EXPERTISE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS CONTRACT AND THAT PURCHASER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. PURCHASER AGREES THAT THE PROVISIONS IN THIS SECTION WILL SURVIVE THE CLOSING. PURCHASER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SELLER, ITS AGENTS, OR ITS CONTRACTORS. SELLER WILL NOT BE LIABLE OR BOUND IN ANY WAY BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION ABOUT THE PROPERTY OR ITS OPERATION FURNISHED BY ANY PARTY PURPORTING TO ACT ON SELLER'S BEHALF.

ARTICLE 10 DEFAULT

10.1. **Purchaser's Default.** If Purchaser fails to purchase the Property in accordance with the terms and conditions of this Contract, or otherwise defaults in the performance of its obligations under this Contract, for any reason other than Seller's default, Seller will be paid and will retain the Engineering Study Deposit and the Option Payment(s) as liquidated damages as Seller's sole remedy for Purchaser's default (because actual damages would be difficult to determine, vague, and speculative in nature). Seller waives all of its other rights or remedies, at law or in equity, for breach of this Contract by Purchaser, including but not limited to a suit to enforce specific performance and a suit for damages (except that Seller may bring a legal action to enforce the indemnification by Purchaser provided for in Sections 5.1(c), 10.1, and 12.15).

10.2. **Seller's Default.** If Seller defaults in the performance of its obligations under this Contract, for any reason other than Purchaser's default or as otherwise permitted, Purchaser may, as its only remedies and at its option, (a) purchase the Property despite the default under the remaining terms and provisions of this Contract, in which event the default will be deemed waived (and Purchaser will be deemed to have expressly waived all remedies for breach of any representation or warranty of Seller known to Purchaser at the time of Closing), (b) terminate this Contract, in which event Purchaser will be entitled to return of the Engineering Study Deposit and all Option Payment(s), and neither Seller nor Purchaser will have any further obligation except for those that expressly survive the termination of this Contract, or (c) file a suit to enforce specific performance and recover economic damages.

ARTICLE 11 CASUALTY LOSS

11.1. **Risk of Loss.** Risk of loss due to casualty up to and including the Closing Date will be borne by Seller (as between Seller and Purchaser), except to the extent of any loss or damage caused solely by the acts of Purchaser or its agents, employees, contractors, or invitees. The provisions of this Section will govern despite any contrary provisions of Texas Property Code Section 5.007.

11.2. **Condemnation.** By written notice to Purchaser given within three (3) days after Seller receives written notice of proceedings in eminent domain affecting the Property that are contemplated, threatened, or instituted by anybody having the power of eminent domain, Purchaser may (a) terminate this Contract and the Earnest Money Deposit will be immediately returned to Purchaser without the necessity of obtaining any consent or release by Seller, or (b) proceed under this Contract, in which event Seller will, at Closing, assign to Purchaser its entire right, title, and interest in and to any condemnation award. The provisions of this Section will govern despite any contrary provisions of Texas Property Code Section 5.007.

ARTICLE 12 BROKER FEES AND COMMISSIONS

12.1. **Not Applicable.**

ARTICLE 13 NOTICE

13.1. **Notice Designation.** All notices required or permitted under this Contract must be in writing and be served on the parties at the addresses listed below. Unless otherwise provided, all notices must be given or served (a) by overnight delivery using a nationally recognized overnight courier, (b) by personal delivery, (c) by fax transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section other than e-mail, or (d) by e-mail sent to the e-mail address listed below with a confirmation copy delivered by another method permitted under this Section other than fax transmission. Notice given by all permitted forms other than fax transmission or e-mail will be effective on the earlier of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if the addressee refuses delivery). Notice given by fax transmission or e-mail will be effective on the transmission or attempted transmission of a fax to the phone number designated as the recipient's fax number during normal business hours or an e-mail to the e-mail address designated as the recipient's e-mail address during normal business hours. A party's address, fax number, or e-mail address may be changed by written notice to the other party, but a notice of change is not effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. Notices given by a party's attorney will be deemed given by that party. The notice addresses of the parties are specified below until further notice:

Seller:

Belton Economic Development Corporation
P.O. Box 1388
2180 North Main Street, Suite C1
Belton, TX 76513
(254) 770-2279 facsimile
chernandez@beltonedc.org

Purchaser:

Birdcreek Holdings, LLC
2110 Birdcreek Drive
Temple, TX 76502
(254) 773-9175 facsimile
brian@txconstructionlaw.com
paul@txconstructionlaw.com
calvin@txconstructionlaw.com

**ARTICLE 14
MISCELLANEOUS**

14.1. **Binding Agreement.** This Contract and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns.

14.2. **Headings.** The headings used in this Contract are for convenience only and are not intended in any way to limit or expand the terms and provisions of this Contract.

14.3. **Time of Essence.** Time is of the essence in this Contract.

14.4. **Governing Law.** This Contract will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules. This Contract will be specifically performable in Bell County, Texas.

14.5. **Entire Agreement.** This Contract contains the entire agreement of the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Contract, and neither party is relying on any warranty, statement, or representation not contained in this Contract.

14.6. **Amendment.** This Contract may not be altered, changed, or amended except by a written agreement signed by all parties.

14.7. **Counterparts.** This Contract may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

14.8. **Right to Repurchase.** Purchaser agrees to commence construction within twelve (12) months after the date fee simple ownership of the Property is transferred from Seller to Purchaser (the “Closing”). If Purchaser fails to commence construction within twelve (12) months after the Closing, Seller shall have the option to repurchase the Property from Purchaser for the “Purchase Price”. In the event a repurchase occurs, the terms and conditions of this Real Estate Sales Contract shall apply with respect to the allocation of closing costs and expenses with Birdcreek Holdings, LLC as “Seller” and Belton Economic Development Corporation as “Purchaser”.

14.8.1. **City Council Approval.** Seller and Purchaser agree that acceptance and approval of this Real Estate Sales Contract by the Belton Economic Development Corporation is contingent upon approval by vote of the Belton City Council.

14.9. **Date Computation.** If any significant date falls on a Saturday, Sunday, or federal or state holiday, the date will be deemed moved to the next business day that is not a Saturday, Sunday, or federal or state holiday. The term “business day” means a day that is not a Saturday, Sunday, or federal or state holiday.

14.10. **Assignment.** Purchaser will not assign, transfer, or convey its rights or obligations under this Contract or with respect to the Property without Seller’s written consent. However, Purchaser may assign its rights under this Contract without Seller’s consent to an Affiliate (as defined below), as long as (a) Purchaser gives Seller written notice of the assignment at least 3 days before the Closing Date, and the notice includes the name of the assignee and the assignee’s signature block, and (b) the Affiliate assumes, jointly and severally, in writing Purchaser’s obligations under this Contract and agrees in writing to be subject to all of the terms and conditions in this Contract. The term “Affiliate” means (a) an entity that directly or indirectly controls, is controlled by, or is under common control with the Purchaser, (b) any fund or entity sponsored by Purchaser, or (c) an entity at least a majority of whose economic interest is owned by Purchaser; the term “control” means the power to direct the management of the entity through voting rights, ownership, or contractual obligations.

14.11. **Effective Date.** This Contract (or a counterpart) must be executed by Seller and a fully executed copy (or executed counterparts) deposited with the Title Company no later than December 31, 2018, or this Contract will become null and void. The date that the Title Company acknowledges receipt of the fully executed copy will be the Effective Date of this Contract.

14.12. **Construction.** This Contract is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Contract will be construed in accordance with their usual and customary meanings. Seller and Purchaser waive the application of any rule of law that would otherwise apply in the construction of this Contract that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Contract or any earlier draft of it.

14.13. **Exchange.** Either Purchaser or Seller may elect to participate in a tax-deferred exchange under the Internal Revenue Code. If a party elects to participate, the other party

will reasonably cooperate with the election; however, the cooperating party will have no obligation to incur any cost or liability or to take title to any real property (other than Purchaser's acquisition of the Property under this Contract), and the Closing will not be conditioned on or unreasonably delayed by any exchange. A party electing to participate will provide all documents requested from the other party at least three (3) days before the Closing and will indemnify and hold the cooperating party harmless from any claims, liabilities, or damages arising from the cooperation, and the indemnity obligation will expressly survive the termination or Closing of this Contract.

14.14. **Attorney Fees.** If it becomes necessary for either Seller or Purchaser to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants, or conditions of this Contract, the prevailing party in any action or proceeding will be entitled to recover its costs and expenses incurred, including its reasonable attorney fees, from the other party. The term "prevailing party" means the party that has succeeded on the majority of significant issues in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to that party.

14.15. **Survival Clause.** The provisions of Section 8.3 and Article 9 of this Contract will survive the Closing for a period of six months and remain in full force and effect between the parties for that period.

14.16. **Disclosures.**

(a) **Notices from Broker.** Purchaser should not rely on any oral representations about the Property from any source. Broker is not qualified to render Property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning ordinances, governmental regulations, or other laws. Purchaser should seek experts to render the services. The selection of inspectors and repairmen is the responsibility of Purchaser and not Broker.

(b) **Chapter 49 Notice.** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood-control facilities and services, Texas Water Code Section 49.452 requires Seller to deliver and Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district before final execution of this Contract.

(c) **Rollback Taxes Notice.** The following disclosure is made for the purpose of complying with Texas Property Code Section 5.010 and is not intended to and does not alter or affect the rights and obligations of Purchaser and Seller:

Notice Regarding Possible Liability for Additional Taxes

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for the appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the

transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

(d) Pipelines. The following disclosure is made for the purpose of complying with Texas Property Code Section 5.013 and is not intended to and does not alter the rights and obligations of Purchaser and Seller:

Notice Regarding Pipelines

Pursuant to Texas Property Code Section 5.013, the Seller of unimproved property to be used for residential purposes is required to disclose to Purchaser the location of a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product, or a hazardous substance.

Accordingly, Purchaser is hereby notified that, to the best of Seller's belief and knowledge as of the date of this Contract, the following transportation pipelines are located on the Property:

- (1) Pipeline Easement granted to _____ by virtue of the instrument recorded {in Volume __, Page __/as Document No. __/under Film Code No. __} in the {Real Property/Official/Deed} Records of {_____} County, Texas.
- (2) Pipeline Easement granted to _____ by virtue of the instrument recorded {in Volume __, Page __/as Document No. __/under Film Code No. __} in the {Real Property/Official/Deed} Records of {_____} County, Texas.

(e) Certificated Water and Sewer Service. The following disclosure is made for the purpose of complying with Texas Water Code Section 13.257 and is not intended to and does not alter the rights and obligations of Purchaser and Seller:

Notice Regarding Certificated Water and Sewer Service

The Property that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your Property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your Property. You are advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your Property.

The undersigned Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the Property.

EXECUTED on this the _____ day of 2018.

SELLER:

Belton Economic Development Corporation
a Texas 4A Corporation

By: _____

Name: _____

Title: _____

EXECUTED on this the _____ day of 2018.

PURCHASER:

Birdcreek Holdings, LLC

a Texas Limited Liability Corporation

By:

Paul H. Sanderford
Shareholder

Brian K. Carroll
Shareholder

Calvin L. Cowan
Shareholder

ACCEPTANCE BY TITLE COMPANY

The undersigned title company, Monteith Abstract and Title Co., referred to in this Contract as the Title Company, acknowledges receipt of a fully executed copy (or executed counterparts) of the Contract, and accepts the obligations of the Title Company as stated in the Contract.

TITLE COMPANY:

Monteith Abstract and Title Company
a Texas Corporation

By: _____

Name: _____

Title: _____

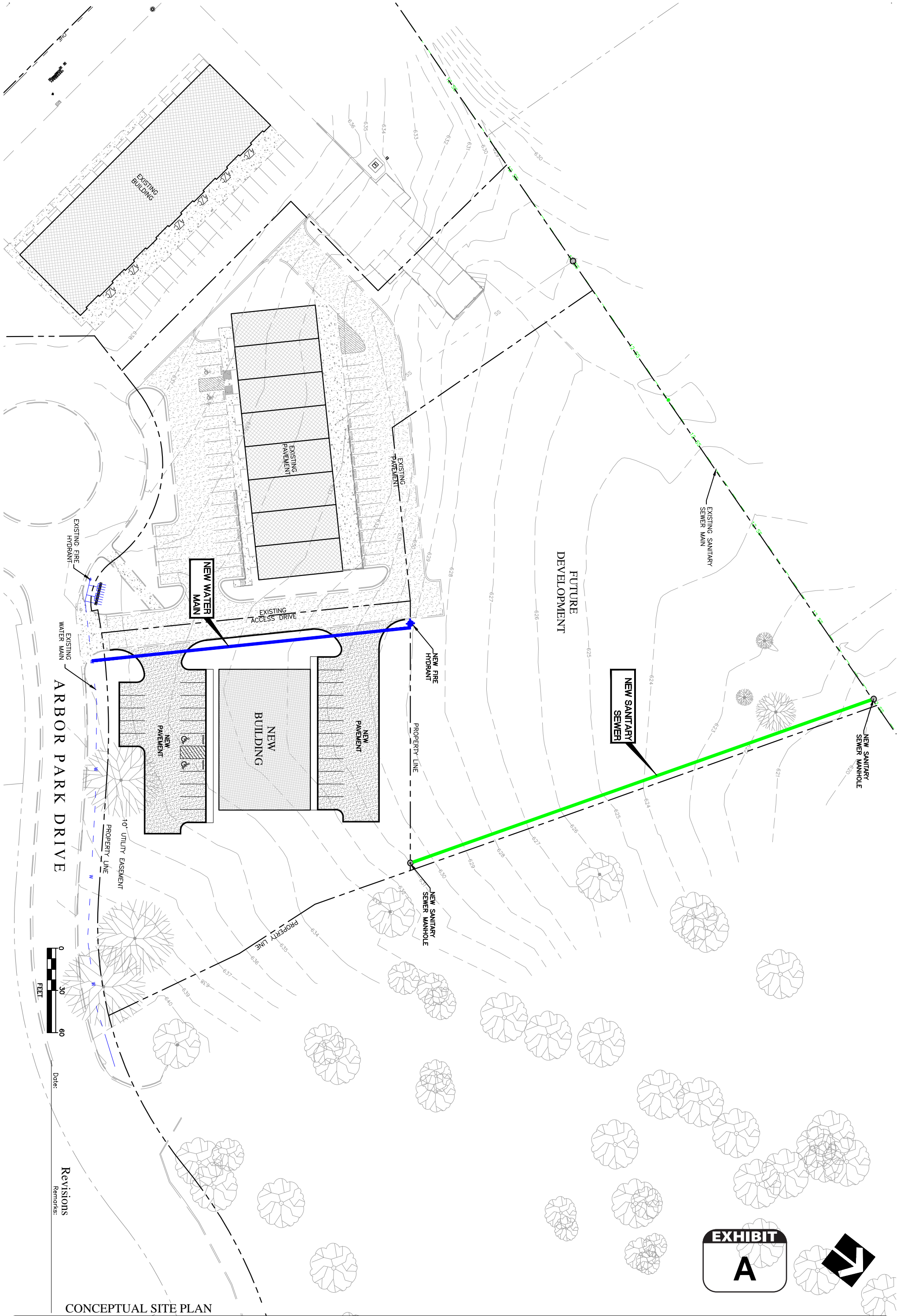


EXHIBIT
A



CONCEPTUAL SITE PLAN

Plot Date:	Project No:
6-8-16	-
Drawn By:	Designed By:
ECB	JBF

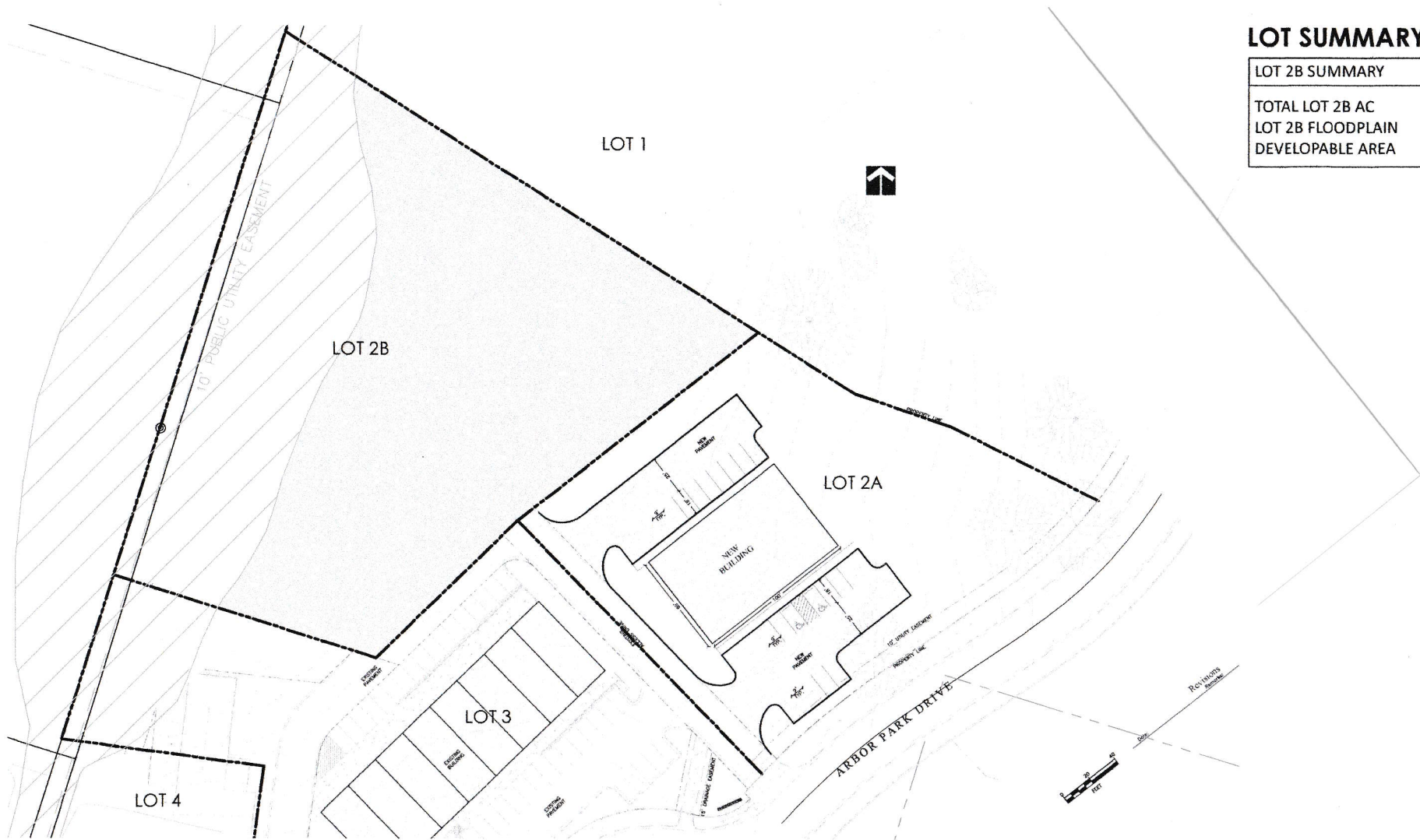


CLARK & FULLER
CIVIL ENGINEERING • DESIGN • PLANNING
215 North Main Street, Temple, TX 76501
754.899.0899 www.clarkfuller.com F-10384



**SANDERFORD
& CARROLL**
NEW SITE DEVELOPMENT
BELTON, TEXAS

DRAWING STATUS	
THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF JUSTIN B. FULLER P.E. 100183, CLARK & FULLER, PLLC FIRM NO: F-10384...	
<input checked="" type="checkbox"/>	FOR REVIEW THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW ONLY AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED COMPLETE.
<input type="checkbox"/>	FOR CONSTRUCTION FINAL DRAWINGS



LOT SUMMARY

LOT 2B SUMMARY	
TOTAL LOT 2B AC	1.89 AC
LOT 2B FLOODPLAIN	0.66 AC
DEVELOPABLE AREA	1.23 AC

All information furnished regarding this property is from sources deemed reliable. However, studio|16:19 has not made an independent investigation of these sources and no warranty or representation is made by studio|16:19 as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This Plan is conceptual in nature, subject to change, not for construction, and does not represent any regulatory approval.



BELTON ECONOMIC DEVELOPMENT CORPORATION

25 AC PUD MIXEDUSE/LOT 2 LAND PLANNING ANALYSIS



0 60' 120'

09.25.2015

studio | 16:19

Staff Report – City Council Agenda Item



Agenda Item #12

Receive a presentation and discuss a policy establishing provisions for joint vehicular access easements (JVAE).

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Summary Information

The City Council asked staff to develop a policy to ensure joint vehicular access easements are provided when properties are undergoing platting or development. The purpose of such an easement is to maximize public safety and ease traffic congestion; minimize the number of curb cuts; and facilitate circulation between adjacent non-residential properties along major streets.

Staff reviewed related policies of various cities to include Killeen, Harker Heights, Round Rock, Georgetown, Bryan, and College Station. The attached policy includes provisions used by some of these cities. The policy consists of three parts: 1) Policy Administration; 2) Provision of Joint Access Easements; and 3) Joint Access Easement Improvements. The policy includes the following key points:

- Policy would only apply to non-residentially zoned or developing properties fronting on state highways, arterial streets, and major collector streets.
- JVAE may be required to share curb cuts between owners to promote public safety.
- JVAE should be shown on the site plan and/or subdivision plat with a minimum width of 25'.
- The property owners are responsible for constructing and maintaining the access easement and a paved surface is required—asphalt or concrete.
- These requirements may be considered for waiver due to unusual topography, site conditions, or existing development.

Staff discussed this item with the Planning & Zoning Commission at their July 17th and August 21st meetings (excerpts from meeting minutes attached). Staff would like feedback from the City Council regarding the proposed policy, including Administration, Provision of JVAE, and Improvements.

Recommendation

The Planning & Zoning Commission met on August 21, 2018 and unanimously recommended approval of the JVAE Policy. Staff concurs with their recommendation for establishment of a working policy.

Attachments

JVAE Proposed Policy

P&ZC Minutes Excerpt (July 17, 2018 & August 21, 2018)

Joint Vehicular Access Easement (JVAE) Policy Proposal

August 2018

Policy Administration:

- 1) This policy will be administered by the Planning Director in relation to property development review.
- 2) Decisions of the Planning Director regarding any provision of this policy may be appealed to the City Manager.

Provision of Joint Access Easements

- 1) A Joint Vehicular Access Easements (JVAE) may be required to facilitate the sharing of curb cuts between adjacent owners of non-residential property fronting on state highways and major public arterial and public collector streets. A JVAE may be required for various reasons to promote public safety including, but not limited to, the following: 1) to facilitate circulation between adjacent properties; 2) to reduce turning movements and resulting traffic congestion on roadways; and 3) to provide cross access to state highways and major public arterial and public collector streets.
- 2) When required, a JVAE shall be provided and clearly identified on any site plan and/or subdivision plat submitted to the City.
- 3) A connection to any existing access easement shall be provided on adjacent properties when they are developed.
- 4) Each JVAE shall be a minimum width of twenty-five (25) feet
- 5) The requirement for a JVAE may be considered for waiver in those cases where unusual topography, site conditions, or existing development would render such an easement of no practical benefit to adjacent properties.

Joint Access Easement Improvements

- 1) A JVAE shall be paved in asphalt, concrete, or other impervious surface, and stubbed at the property boundary in conjunction with site development.
- 2) If adjacent properties are undeveloped, the paving of the JVAE may occur at a later date in conjunction with development when the need of the easement is confirmed.
- 3) Construction and maintenance of a JVAE shall be the responsibility of the property owners.

Minutes of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, July 17, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, David Jarratt, Ty Hendrick, Stephanie O'Banion, Dave Covington, Michael Pressley, and DJ Fuller. Commission member Lewis Simms was not present. The following staff members were present: Director of Planning Cheryl Maxwell, Planner Kelly Trietsch, City Manager Sam Listi, IT Ryan Brown and Planning Clerk Laura Livingston. Commission member Rae Schmuck arrived at 7:22pm.

Pledge of Allegiance – Ms. O'Banion led all present.

Invocation – Mr. Covington gave the Invocation.

1. Call To Order.

Chair Baggerly called the meeting to order at 5:30 P.M.

2. Minutes from the previous Planning and Zoning Commission meeting.

Ms. O'Banion made a motion to approve the minutes from June 19, 2018, seconded by Mr. Jarratt. The motion passed unanimously with 7 ayes, 0 nays.

3. Hold a public hearing and consider an ordinance amending the following sections of the Zoning Ordinance:

- a) **Section 42, Definitions by adding a definition for powersport vehicle, all-terrain vehicle, personal watercraft, snowmobile, and powersport vehicle sales and service.**
- b) **Section 21, Retail Zoning District and Section 22, Central Business District to allow powersport vehicle sales and service as a permitted use.**

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

Chair Baggerly opened the public hearing.

Jim Foster, 702 East Mary Jane Drive, Killeen stated he is in support of this change.

Chair Baggerly closed the public hearing.

The commission recommended making some revisions to include changing the definition for powersport vehicles to include vehicles such as golf carts and mules, removing reference to handlebars and removing reference to the rider mounting the machine. The commission recommended allowing powersport vehicle sales in the retail zoning district with a SUP.

This item was tabled. Staff will take the commission recommendations and come back with a revised amendment.

4. Hold a public hearing and consider an ordinance amending the following sections of the Zoning Ordinance:

c) Section 23, Commercial Highway Zoning District to allow a truck stop and truck parking lot as permitted uses.

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

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

Mr. Covington made a motion to approve amending Section 23, Commercial Highway Zoning District to allow a truck stop and truck parking lot as permitted uses. Ms. O'Banion seconded the motion. The item was approved with 7 ayes, 0 nays.

5. Z-18-11 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.

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

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

Mr. Hendrick made a motion to approve Z-18-11 for 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. Mr. Jarratt seconded the motion. The item was approved with 7 ayes, 0 nays.

6. Hold a public hearing and consider an ordinance amending the Thoroughfare Plan Map for possible relocation of Mesquite Road east of I-35.

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

Chair Baggerly opened the public hearing.

BJ Truitt, 3500 South IH 35, Belton stated that he has concerns with the amount of property Cedar Crest Hospital will have to provide for ROW and utility easements. They have recently conveyed a utility easement to the city, and now they will have to dedicate more property. They need more information on how this proposed alignment will affect their property.

Ben Burnett, 15 North Main Street, Temple, stated he was there on behalf of ERIS LLC and Ellen Breaux Morris. They are not opposed to this but they are not ready to go forward either. There needs to be more information. There is not enough information at this time to determine what kind of economic impact this is going to have on ERIS LLC to the south and Shanklin Crossing Development.

Ellen Breaux Morris, P O Box 769, Belton, stated she is the owner of the 168-acre tract and she has many concerns about moving the location of the proposed Mesquite Road. These would include the number and location of accesses to the development, the speed limit on the proposed road, the saving of numerous large heritage trees and the future of the proposed hike and bike trail for the development. Ms. Morris feels she needs more time to review the two proposals before being able to make a reasonable decision.

Sumil Lavani, 679 Bridge Hill Cove, Austin, stated he is the developer for the future RV park, he would like to see the proposed Mesquite Road relocated to the south. He feels that it would fit better with the Shanklin Crossing project at Shanklin Road. They are opposed to the current location, but support the relocation southward (Option 2). If the road is to remain in the current location it will be not allow them to move forward with the RV Park. Timing is a concern as they are still under contact and they really cannot move forward until a decision is made.

Faye Butler, 3320 Elm Grove Road, asked if any of this will affect her property. Ms. Maxwell said we are not proposing any changes for the section that is close to her (near Elm Grove Road), and the alignment of Mesquite Road is just conceptual at this time and will be finalized when development occurs in that area.

Chair Baggerly closed the public hearing.

The commission discussed the two options and asked that staff meet with the property owners to address their concerns and come back to the next Planning and Zoning meeting on August 21 with a recommendation.

This item was tabled to the August 21, 2018 Planning and Zoning meeting.

7. P-18-10 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.

Ms. Maxwell presented the staff report (Exhibit E). Ms. Maxwell informed the P&ZC members that staff was 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. Ms. Maxwell also informed the members that staff's recommendation for the sidewalk along FM 1670 was being withdrawn, due to maintenance issues. Neither Bell County nor TxDOT are 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.

Mr. Simms made a motion to approve P-18-10 final plat of Hollow Ranch Subdivision, as recommended by staff, with the recommendation to approve the variance to the sidewalk requirement. Mr. Hendrick seconded the motion.

Mr. Covington asked for clarification regarding the two commercial lots and access to FM 1670 and Hollow Drive. Ms. Maxwell confirmed the south commercial lot will have access onto FM 1670 and Hollow Drive, and the north commercial lot will have access onto Hollow Drive but not FM 1670. Mr. Covington asked if the Hollow Drive access will be at least 125' from FM 1670. Ms. Maxwell said yes and that places the drives about midway of the lots. This length will allow stacking for an estimated 6-7 cars. Mr. Covington stated he feels good with the proposed 125' distance and can support the motion.

Chair Baggerly asked for a vote. The item was approved with 7 ayes, 0 nays.

8. Discussion Item: Discuss a draft policy establishing provisions for joint access easements and determine process for consideration.

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

Mr. Hendrick asked if this came about because of the car wash item and the neighboring property. Ms. Maxwell said it has been an issue of concern for a while, at least since she has been here since January 2018.

7:22pm Ms. Schmuck arrived at the meeting.

Mr. Listi stated that P&ZC and City Council have dealt with this item a number of times, primarily with redeveloping properties along FM 439. When you have an existing residence in the middle of a block, what's going to happen on the other two sides regarding access to FM 439? TXDOT is trying to limit driveways. Sometimes those properties have circle drives or two accesses. We want the arterial street to continue to function well. If there are too many driveways, that defeats the purpose of the road as an arterial road. We have worked with TXDOT to try to encourage shared drives. We have not always done a good job of remembering this as the properties are redeveloped. So, you have examples that don't reflect this access easement. The Art Place is an example where the property was platted and the drainage ditch prevented the installation of the driveway, and the paving was expensive, so an exception was granted. It's a progressive pattern, but you have to do it consistently in order for it to be effective. We would like this policy in our tool box to make sure we always ask the question about an access easement. We may not always get it, but primarily along state roads, arterial, and major collectors it is really important. We try to do that to encourage shared driveways and keep the road functional. The council has asked for a policy, so that is what staff has tried to draft.

Mr. Baggerly thanked staff for their work.

Mr. Covington asked would the policy be limited to properties with certain zonings or properties with certain locations, or along certain classified streets. Ms. Maxwell said the proposal is for non-residentially zoned or developing properties along state highways, arterial streets, major collector streets.

Mr. Jarratt said, based on discussions during his brief time on the commission, it would be good to have a policy just so we have the conversation every single time something comes up, whether it gets action or not.

Mr. Fuller stated on Loop 121 there is an Exxon gas station. This property would be similar to what we are discussing, where each property connects at the property line. The gas station would have their access at that point limiting the number of driveways on the highway. Then, when the next property came in later to develop, would there be any issues with connectivity of the initial access point? Later on, would there be any disputes, about tying into the access next door? Ms. Maxwell said in a perfect world with a policy in place there would not be any disputes and we would try to work it out.

Mr. Covington said, for example the area along Lake Road from Today's Car Wash down to Bushes Chicken, it looks like a joint vehicular access easement would run naturally along the front of those driveways, but it wouldn't necessarily have to be across the front; it could be across the back, depending on who develops first. Is that correct? Ms. Maxwell said yes.

Mr. Baggerly said this is often a bone of contention. This policy can only help and he supports it.

Ms. Maxwell said please feel free to submit any comments to her as soon as possible as this item is proposed to the on the agenda for August 21, 2018 for final action.

With no further business, the meeting was adjourned at 7:30 p.m.

Chair, Planning and Zoning Commission

Staff Report – Planning & Zoning Item



Agenda Item

Discussion: Discuss a draft policy establishing provisions for joint vehicular access easements (JVAE) and determine process for consideration.

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Summary Information

The City Council asked staff to develop a policy to ensure joint vehicular access easements are provided when properties are undergoing platting or development. The purpose of such an easement is to maximize public safety and ease traffic congestion; minimize the number of curb cuts; and facilitate circulation between adjacent non-residential properties along major streets.

Staff reviewed related policies of various cities to include Killeen, Harker Heights, Round Rock, Georgetown, Bryan, and College Station. The attached draft includes provisions used by some of these cities. The draft policy includes the following key points:

- Policy would only apply to non-residentially zoned or developing properties fronting on state highways, arterial streets, and major collector streets.
- JVAE will be clearly shown on the site plan and/or subdivision plat, and will have a minimum width of 25'.
- The property owners are responsible for constructing and maintaining the access easement and a paved surface is required—asphalt or concrete.
- These requirements may be considered for waiver due to unusual topography, site conditions, or existing development.

Staff would like feedback from the Planning Commission regarding the proposed policy and input on a process for consideration.

Recommendation

Discuss proposed policy and provide feedback to staff.

Attachments

Draft Policy

Minutes of the
Planning and Zoning Commission (P&ZC)
City of Belton
333 Water Street
Tuesday, August 21, 2018

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, David Jarratt, Stephanie O'Banion, Lewis Simms, Dave Covington, Michael Pressley, and DJ Fuller. The following staff members were present: Director of Planning Cheryl Maxwell, Planner Kelly Trietsch, City Manager Sam Listi, IT Chris Brown, IT Ryan Brown and Planning Clerk Laura Livingston. Mr. Hendrick arrived at 5:33pm.

Pledge of Allegiance – Ms. O'Banion led all present.

Invocation – Mr. Jarratt gave the Invocation.

1. Call To Order.

Chair Baggerly called the meeting to order at 5:30 P.M.

2. Minutes from the previous Planning and Zoning Commission meeting.

Ms. O'Banion made a motion to approve the minutes from July 17, 2018, seconded by Mr. Covington. The motion passed unanimously with 7 ayes, 0 nays.

3. Hold a public hearing and consider an ordinance amending the following sections of the Zoning Ordinance:

- a) **Section 42, Definitions by adding a definition for off-road vehicle, all-terrain vehicle, personal watercraft, snowmobile, and off-road vehicle sales and service; and amending definition of motorcycle.**
- b) **Section 21, Retail Zoning District and Section 22, Central Business District to allow the following as uses permitted by right or by Specific Use Permit: off-road vehicle sales and service; motorcycle sales and service.**

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

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

Mr. Covington stated it looked good to him. He thinks last month's concerns have been addressed.

Mr. Fuller stated that under the category of mule or off road, that some of those can be registered and made street legal. Would this cause it to not be able to be sold?

Ms. Maxwell said the intent is for off road. The commission has the ability to craft the proposal however they wish. The initial feeling is if a person can get a license and drive it, that's different from off road vehicles. Staff is open to the commission for thoughts on that as well.

Mr. Simms said he is in favor of moving forward as is and propose an amendment if that becomes a problem. He feels off road vehicle is sufficient for the purpose of this document.

Ms. O'Banion asked if there would be an opportunity for a variance should that ever come up? Ms. Maxell answered there would be a process for that.

Mr. Simms made a motion to approve the proposed code amendments as recommended by staff as follows:

- a) Amending Section 42, Definitions by adding a definition for off-road vehicle, all-terrain vehicle, personal watercraft, snowmobile, and off-road vehicle sales and service; and amending the definition of motorcycle.
- b) Amending Section 21, Retail Zoning District to allow off-road vehicle sales and service as permitted uses; this would also allow sales/service in the CH, C-1 and C-2 zoning districts.
- c) Amending Section 22, Central Business District to allow off-road vehicle service as a permitted use, and allow off-road vehicle sales with a SUP.

Mr. Hendrick seconded the motion. The item was approved with 8 ayes, 0 nays.

4. Hold a public hearing and consider an ordinance amending the Thoroughfare Plan Map for possible relocation of Mesquite Road east of I-35.

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

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

Chair Baggerly asked Ms. Morris if she felt confident about Option 2 (Mesquite Road relocated between Cedar Crest property and Ms. Morris' property—proposed Shanklin Crossing). Ms. Morris answered yes, sir.

Ms. O'Banion stated she felt the biggest obstacle last time was just having time to visit with the property owners, to ensure this was something they could work with as well.

Ms. O'Banion made a motion to approve an ordinance amending the Thoroughfare Plan Map for relocation of Mesquite Road east of I-35 as proposed in Option 2. Mr. Jarratt seconded the motion. The item was approved with 8 ayes, 0 nays.

5. P-18-12 Consider a final plat of Lot 1 Cedar Crest Subdivision, comprising 28.124 acres, located on the east side of I-35, south of Grove Road.

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

Chair Baggerly opened the public hearing.

Mr. Covington asked the owner if they could tell the commission a little about the cottage being built. Mr. BJ Truitt, 3500 South IH 35, Belton, stated they are adding one more cottage. Presently they have 4 units/cottages. They are experiencing growth and adding one more unit. It will be a 36-bed unit that will be placed on the northern end of the property. It will be the same type of construction as the existing buildings.

Mr. Covington stated he sees nothing wrong with the plat but he is inclined to support the variance of the \$69,000.00. He does not feel like this is the same type of development that we are seeing in

other areas. The property is already set as to what it is going to be, and they are just adding a building to it.

Chair Baggerly stated he feels it is a fair variance.

Mr. Covington stated he is always hesitant to approve a variance because that means the taxpayers are picking up the burden down the road but this just seems like a different type of development.

Mr. Simms asked why the variance for this type of development is different vs a Pro Star Rental type of development. Mr. Covington responded because it's more commercial in nature than this. This is a residential cottage and seems different.

Mr. Jarratt stated staff is agreeing to the variance request on the Mesquite side. He questioned if the logic of disapproving this for Capital Way is because sidewalks are already under construction on the north side of the Cedar Crest property; that money from another property owner is in escrow already based on a previous decision. Ms. Maxwell stated that's part of it. Capital Way is different from Mesquite Road in that it has been on the plans for a long time and is something the public should be aware of; this is a roadway we anticipate going through. Some properties are in the process of being developed and others are planned for development. This is something that will be needed and will be built. Sometimes you have roadways that could be years out. You don't see that much activity and even then, it might make sense to escrow the funds. In this case, staff feels like it is going to happen, that's why we support requiring the perimeter streets improvements. Mesquite Road relocation still has to be approved by the city council.

Mr. Jarratt stated he believes that Mr. Covington's point is that it has to be to a sidewalk to somewhere. Anyone who travels south of the RV park is not likely to be going anywhere on foot. If development proved it is necessary right now, it's justified; otherwise, it's a burden on the applicant.

Mr. Covington stated that he agrees that the street is coming relatively soon. If the 28 acres was being developed as a whole, with a neighborhood or commercial use, it might be different. We are using the term development because it is being platted but it does not seem like a significant development. They are just adding a cottage to the back of what is already there. That's where his hang up is. The road is coming, there's not something to connect the sidewalk to now, and that's why we have the escrow account planned for folks that are in this situation. Pro Star Rental and the RV Park seem more like developments that would require roads and sidewalks.

Ms. O'Banion stated that under the subdivision ordinance, this is why they are needing to ask for a variance because the way we see the request it falls under this subdivision ordinance. Is that right? Ms. Maxwell answered those requirements come into play when property is being platted and one of the requirements is perimeter street improvements.

Ms. O'Banion stated this cottage is for patients who have checked in. It's not a residence where a family is moving in and it's a normal situation. She tends to agree with Mr. Covington that this requirement was probably developed around a single or multi family usage. These are not people who have bought a home or are renting. These are people who have checked into a facility and this is where they are staying.

Mr. Simms stated we may be getting stuck on the term subdivision. The subdivision ordinance doesn't just require sidewalks. There are perimeter street improvements which are pretty critical. If the commission starts approving variances based on the nature of a business, then we are discounting

the actions we have already taken on three other businesses, on the same thoroughfare. It is a part of the development of this area which has clearly begun rapidly filling up. We have addressed Pro Star Rental and the RV park within the last 12 months. This is part of the nature of doing development in this area as Belton grows. He agrees with the variance to Mesquite Road. Obviously, that roadway location has not been approved. He does not foresee this as an undue burden on this applicant more so than has been placed on any other applicant right here in this area.

Ms. O'Banion does not see this as a subdivision as it is being called. This is a medical facility for patients and this is how it has operated for 30-40 years. We are not adding new homes to a residential area, where people will come and go, play and walk and connect. What is being called a subdivision is not a subdivision under the same definition.

Ms. Maxwell stated whenever you apply for building permit, if the property has not been platted, then that triggers a subdivision plat, like you would do for a housing development. When the applicant applied for a building permit that triggered the platting process. Ms. Maxwell stated she is not sure of the previous situation. There are a lot of structures on the property. She does not know the history or why they have not had to plat before now. It has come up this time with the request for the building permit.

Mr. Baggerly stated that Mr. Simms made some valid points, that really speak to consistency on how we apply these types of plats.

Mr. Simms made a motion to approve P-18-12 the final plat of Lot 1 Cedar Crest Subdivision, with disapproval of the variance request to Capital Way sidewalk and street improvements and approval of the variance to the perimeter street improvements and sidewalk for Mesquite Road and adherence to the city letter to the applicant dated August 17, 2018. Mr. Jarratt seconded the motion. Mr. Covington asked for a hand vote. The motion was approved with 5 ayes, and 3 nays, with Ms. O'Banion, Mr. Covington and Mr. Fuller casting the dissenting votes.

6. P-18-13 Consider a final plat of South Wall Estates, comprising 6.749 acres, located on the west side of S. Wall Street, generally north of E. Loop 121 and east of IH 35, in the vicinity of Colette Court.

Ms. Maxwell present the staff report (Exhibit D).

Mr. Baggerly stated there was lots of discussion the first time this plat was submitted.

Mr. Covington stated the plat looks alright to him.

Mr. Covington made a motion to approve P-18-13 final plat of South Wall Estates. Mr. Hendrick seconded the motion. The motion was approved with 8 ayes, 0 nays.

7. P-18-14 Consider a preliminary plat of Royal Heights Addition, Replat No. One, comprising 6.293 acres, located on the northwest side of Loop 121, west of its intersection with FM 436.

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

Mr. Baggerly said off street parking was talked about the first time this was presented. Has anything changed since the last presentation? Ms. Maxell answered she is not aware of any changes. The site plan that was approved is still the same site plan.

Mr. Covington stated there was some discussion about creating some kind of parking lots to serve the neighborhood as a whole. He does remember talking about parking as a result of this item. Ms. Maxwell stated there will be two parking spaces required for each residential unit but they are also adding 28 additional parking spaces through out the complex.

Mr. Jarratt made a motion to approve P-18-14 a preliminary plat of Royal Heights Addition, Replat No. One. Mr. Covington seconded the motion. The motion was approved with 8 ayes, 0 nays.

- 8. P-18-15 Consider a final plat of Belton Business Park Phase Three, 16.985 acres, comprising 0.056 acres and a replat of Lot 1, Block 1, Amended Plat of DCOB Northeast Addition; Lot 1, Block 1, Harvest Technologies Subdivision; and a portion of Block 2, Belton Business Park, Phase I; located on the west side of Loop 121 near its intersection with West Avenue D, in the Belton Business Park.**

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

Mr. Jarratt asked what type of trees are the 8 heritage trees that will be removed. Ms. Maxwell answered she believes they are primarily live oak trees.

Chair Baggerly stated the shared use path is a great idea.

Mr. Hendrick stated he is not as familiar with this area as some people, and questioned no sidewalks along Jones Road and Powell Avenue. Does this area get a lot of foot traffic? Chair Baggerly answered it does not, other than office workers walking every day.

Mr. Covington said the business park's whole design is more for trucks going in and out, than pedestrians going in and out. He thinks it looks good.

Chair Baggerly stated he thinks it looks good and the traffic light at Avenue D will be a real benefit to the area. He takes that left every day.

Mr. Covington stated he does not take that left that often but he would be glad to have a traffic light instead of just praying and punching the gas when he comes out of there.

Mr. Hendrick made a motion to approve P-18-15 a final plat of Belton Business Park Phase Three. Mr. Covington seconded the motion. The motion was approved with 8 ayes, 0 nays.

Ms. O'Banion asked if the state is involved with the proposed light at Loop 121 and Avenue D? Ms. Maxwell answered that there is coordination with TxDOT. Mr. Mack Parker added the traffic signal has already been designed and approved by the State of Texas.

- 9. P-18-16 Consider a final plat of Second Replat of Lot 4, Block 2 of Belton Industrial Park, comprising 5.22 acres, being a replat of a portion of Lot 4, Block 2 of Replat of Lot 4, Block 2, Belton Industrial Park, located on the west side of Commerce Street, near its intersection with Industrial Boulevard.**

Mr. Covington recused himself from this item.

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

Chair Baggerly asked will the shared use path have any negative impact on the drainage? Ms. Maxwell answered that public works has reviewed this and feels there is adequate room to place it without affecting any of the detention pond and drainage. There is a proposal to place a curb along the outer edge to provide some protection for the pedestrian traffic from the roadway.

Ms. O'Banion asked if the KTMPO proposal has been approved? Ms. Maxwell answered no. We are in the project call right now. The application has not been submitted. The deadline is August 31, 2018. The city council did approve it along with 6-7 other projects at last week's meeting. There is a resolution with the council supporting the projects. Now it is a matter of getting them submitted before the deadline. They will go through a scoring process at the MPO. The technical advisory committee will score the projects to establish a ranking. When funding becomes available they will go through and fund projects. At this point we don't know where it is going to fall in the rank and if it is ranked fairly high, still not sure when funding will be provided.

Ms. O'Banion questioned once we vote on this with the variance, we can't come back if all that falls through? Ms. Maxwell answered no, unless the plat comes before you again.

Mr. Simms made a motion to approve P-18-16 the final plat of Second Replat of Lot 4, Block 2 of Belton Industrial Park. Ms. O'Banion seconded the motion. The motion passed with 7 ayes, 0 nays.

10. P-18-17 Consider a final plat of Hall Addition, comprising 4.1 acres, located on the east side of FM 1670, south of West Amity Road, in Belton's ETJ.

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

Chair Baggerly stated there was a previous project in the same area where the P&Z commission approved a variance on the sidewalk and city council did not. How close are these two projects? Ms. Maxwell answered you may be referring to Hollow Ranch. At the P&Z meeting we withdrew the recommendation to require sidewalks because there was no entity to maintain the sidewalks. TXDOT or Bell County would not maintain the sidewalks. Staff did not feel it would be appropriate to use tax dollars in the ETJ to maintain the sidewalk. If she remembers correctly, the P&Z commission went along with staff recommendation to not require the sidewalk and city council agreed with that as well.

Mr. Listi stated that city council wanted it determined in advance there was plenty of room to place the sidewalk, and the engineer had gone through the process to determine that the available ROW provided adequate room. That was reiterated in the plat file with a note. City Council was frustrated with it, as was P&ZC. The city council wanted that condition verified so perhaps at some point in the future, if a TxDOT project widens FM 1670, or a trail project comes along, that a sidewalk could be provided at that point in time. Accommodation can be made for future placement of a sidewalk, but there's no developer obligation to provide it in conjunction with the plat.

Chair Baggerly stated he does understand the sidewalk to nowhere but he also thinks this area is going to continue to develop and at some point, it would be a benefit.

Mr. Simms asked Ms. Maxwell if the city would not be assuming responsibly for maintenance of this? Ms. Maxwell answered that is correct.

Mr. Simms stated it's hard to place a requirement, when the city is not assuming responsibility to take care of it once it's been built. In terms of longevity, he's not sure how fruitful that would be.

Mr. Hendrick asked if there was a Montessori school nearby? Ms. Maxwell answered that school is located close to the intersection of FM 2484.

Mr. Hendrick made a motion to approve P-18-17 a final plat of Hall Addition. Mr. Jarratt seconded the motion. The motion passed with 8 ayes, 0 nays.

11. Consider a policy establishing provisions for joint access easements

Ms. Maxwell presented the staff report (Exhibit I)

Ms. Maxwell added that this issue came up with some of the recent plats, for instance the car wash on Lake Road, which only has access on Commerce Street. There is no access onto Lake Road. An access easement was required anticipating some of the other properties developing and wanting to limit or reduce the number of access points for traffic that would be exiting onto Lake Road. This area is a good example of where some joint access has already been provided between some of the properties. It also came up with Pro Star Rental. We were not able to require it with that particular property. They provided the easement but were not willing to pave it and we did not have a policy in place at that time.

Mr. Jarratt stated the conversation was more about the property owner next to the car wash, than the car wash itself, because dumping out onto Commerce Street is not a bad deal. What happens to the people who get this imposed on after they get the property? Ms. Maxwell stated she believes the primary purpose of the policy is to ensure that the need is looked at. It may not be appropriate to have an access easement in every situation. This will put a policy in place so you can check off that it has been looked at and determine if it is necessary or not, to make sure it's not overlooked.

Mr. Covington stated this policy will change over time the more it's looked at and more properties and plats that are reviewed. You have to start somewhere and this is a great starting point.

Chair Baggerly stated he did not see anything that raised any red flags or concerns.

Mr. Listi stated staff has looked at other cities and tried to figure out something, trying to find a good balance of what might be appropriate and trying not to miss this going forward. There have been extensive discussions with legal about it and certainly it's not perfect, and may change over time. Originally, staff evaluated bringing this to you as an ordinance, an absolute rule, subject to a variance process. We have softened that a bit to address it as a policy as to not be faced with variances. If we are not successful in securing an access easement, we will discuss that in the staff report that comes to you and explain why. As Ms. Maxwell stated, we will try not to miss it going forward. We will evaluate it and if the opportunity presents itself and it makes good sense, we will certainly recommend it and try to work with the property owner to secure it. The improvements

issue is an important one too. Do you build to the property line? Does that impose that on the next property? There are a lot of issues but we are trying to satisfy the fact that staff looks at it, evaluates it every time and try not to miss it going forward, and give you that opportunity to recommend it or not, as it goes forward to city council.

Mr. Covington asked with this being a policy and not an ordinance, if someone comes with a plat, but does not want a joint access easement, can they just say no? Mr. Listi answered they can take issue with that but the commission can still recommend it to city council.

Mr. Hendrick stated with the car wash plat, it was a TxDOT requirement that they could not have access onto Lake Road. The joint access is a benefit to them because it's not the City of Belton restricting that access.

Mr. Covington stated where people may take issue with it is when they are the first one on the strip to develop, or the second.

Mr. Listi said it is hard to write something perfect for every circumstance, but we need to start and have something in place. If it does not hold up, it can be changed or done away with, but it's a starting point.

Chair Baggerly said he agrees with Mr. Listi and that something is better than nothing.

Mr. Simms made a motion to approve the policy establishing provisions for joint access easements. Mr. Covington seconded the motion. The motion was approved with 8 ayes, 0 nays.

With no further business, the meeting was adjourned at 6:42 p.m.

Chair, Planning and Zoning Commission

Staff Report – Planning & Zoning Item



Agenda Item

Consider a policy establishing provisions for joint vehicular access easements (JVAE).

Originating Department

Planning – Cheryl Maxwell, Director of Planning

Summary Information

The City Council asked staff to develop a policy to ensure the need for joint vehicular access easements is evaluated when properties are undergoing platting or development. The purpose of such an access easement is to maximize public safety and ease traffic congestion; minimize the number of curb cuts; and facilitate circulation between adjacent non-residential properties along major streets.

Staff reviewed related policies of various cities to include Killeen, Harker Heights, Round Rock, Georgetown, Bryan, and College Station. The attached draft includes provisions used by some of these cities. The proposed policy includes the following key points:

- Policy would only apply to non-residentially zoned or developing properties fronting on state highways, arterial streets, and major collector streets.
- JVAE will be clearly shown on the site plan and/or subdivision plat, and will have a minimum width of 25'.
- The property owners are responsible for constructing and maintaining the access easement and a paved surface is required—asphalt or concrete.
- These requirements may be considered for waiver due to unusual topography, site conditions, or existing development.
- Policy would be administered by the Planning Director and subject to appeal to the City Manager.

This item was discussed at the July 17, 2018 Planning Commission meeting. Staff has not received any additional comments.

Recommendation

Recommend adoption of proposed JVAE policy.

Attachments

Draft JVAE Policy