



# City of Belton, Texas

City Council Meeting Agenda  
Tuesday, March 12, 2019 - 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 Councilmember Dan Kirkley.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Public Information Officer Paul Romer.

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

Invocation. The Invocation will be given by Teon Bass, Pastor of Mt. Zion United Methodist Church.

1. Call to order.
2. Public Comments.

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

3. Proclamation: National Vietnam War Veterans Day – March 29, 2019

## **Consent Agenda**

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

4. Consider minutes of February 26, 2019, City Council meeting.
5. Consider a resolution appointing election officers for the May 4, 2019, General Election.

### **Miscellaneous**

6. Consider authorizing a Façade Improvement Grant (FIG) to City of Belton – Central Fire Station, 203 South Penelope Street.
7. Consider authorizing the City Manager to accept offers and take all necessary steps to conclude right-of-way acquisition for parcels to be acquired by TxDOT for the Loop 121 widening project as follows:
  - A. Parcel 56, located adjacent to the City's Water Tower, at the northeast corner of Loop 121 and Huey Road;
  - B. Parcel 48 and 48E located on the east side of Loop 121, south of the intersection of Avenue O;
  - C. Parcel 46 and 46E, located at Loop 121 and Old Avenue D; and
  - D. Parcel 4, located at the northeast corner of Loop 121 and Sparta Road.
8. Consider authorizing the City Manager to approve a one-year extension, exercising the renewal option of the Lease Agreement on Miller Springs Nature Center property, between the City of Belton, City of Temple, and U.S. Army Corps of Engineers.

### **Work Session**

9. Receive a presentation and discuss the City's contract for residential Solid Waste Collection Services.

### **Executive Session**

10. Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.087, Deliberation Regarding Economic Development Negotiations.

*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, Texas

City Council Meeting Agenda  
Tuesday, March 12, 2019 - 5:30 p.m.  
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## OFFICE OF THE MANAGER

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

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Public Information Officer Paul Romer.

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

Invocation. The Invocation will be given by Teon Bass, Pastor of Mt. Zion United Methodist Church.

1. Call to order.
2. Public Comments.

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

### 3. Proclamation: National Vietnam War Veterans Day – March 29, 2019

Mr. Riley Minor will be present to receive the proclamation.

## **Consent Agenda**

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

### **4. Consider minutes of February 26, 2019, City Council meeting.**

A copy of the minutes is attached. Recommend approval.

### **5. Consider a resolution appointing election officers for the May 4, 2019, General Election.**

See Staff Report from City Clerk Amy Casey. Recommend adoption of the resolution appointing election officers as presented.

## **Miscellaneous**

### **6. Consider authorizing a Façade Improvement Grant (FIG) to City of Belton – Central Fire Station, 203 South Penelope Street.**

See Staff Report from Planner Kelly Atkinson. Recommend approval of the FIG grant as presented.

### **7. Consider authorizing the City Manager to accept offers and take all necessary steps to conclude right-of-way acquisition for parcels to be acquired by TxDOT for the Loop 121 widening project as follows:**

- A. **Parcel 56, located adjacent to the City's Water Tower, at the northeast corner of Loop 121 and Huey Road;**
- B. **Parcel 48 and 48E located on the east side of Loop 121, south of the intersection of Avenue O;**
- C. **Parcel 46 and 46E, located at Loop 121 and Old Avenue D; and**
- D. **Parcel 4, located at the northeast corner of Loop 121 and Sparta Road.**

See Staff Report from City Manager Sam Listi. Recommend authorization to accept offers and conclude ROW acquisitions as presented.

### **8. Consider authorizing the City Manager to approve a one-year extension, exercising the renewal option of the Lease Agreement on Miller Springs Nature Center property, between the City of Belton, City of Temple, and U.S. Army Corps of Engineers.**

See Staff Report from City Manager Sam Listi. Recommend approval of the one-year extension as presented.

### **Work Session**

9. **Receive a presentation and discuss the City's contract for residential Solid Waste Collection Services.**

See Staff Report from Director of Finance Brandon Bozon. Hold work session. No final action is anticipated.

### **Executive Session**

10. Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.087, Deliberation Regarding Economic Development Negotiations.

*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.*

*WHEREAS, President Donald J. Trump proclaimed March 29<sup>th</sup> as National Vietnam War Veterans Day as a commemorative holiday in the United States, recognizing the sacrifices that Veterans and their families made during the Vietnam War; and*

*WHEREAS, it is also a day to give proper recognition to the men and women who returned from that war and didn't receive a proper welcome home; and*

*WHEREAS, this recognition has been celebrated since 1973 on either March 29<sup>th</sup> or 30<sup>th</sup> of each year through a patchwork of Resolutions; however, in 2017, President Donald J. Trump set March 29<sup>th</sup> officially as National Vietnam War Veterans Day; and*

*WHEREAS, according to the U.S. Department of Defense, over 8 million U.S. troops served all over the world during the Vietnam conflict, and of those 8 million soldiers, sailors, airmen and marines, over 58,000 of them died in-theater; and*

*WHEREAS, the Vietnam War was one of the longest wars in United States history; and*

*WHEREAS, many Veterans who returned home received no recognition for their service, received inadequate recognition for their service, or were met with protests; and*

*WHEREAS, these Veterans came home to a country divided over the debate about the war, and many Veterans had trouble readjusting to civilian life in the U.S.*

*NOW THEREFORE, I, Marion Grayson, Mayor, on behalf of the City Council of the City of Belton, do hereby proclaim March 29<sup>th</sup> as:*

## ***“National Vietnam War Veterans Day”***

*in the City of Belton, and I encourage the citizens of Belton and area businesses to celebrate all Veterans for their service and sacrifices, especially Vietnam Veterans, today and forevermore.*

*IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 12th day of March, 2019.*

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*Marion Grayson, Mayor*

**ATTEST:**

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*Amy M. Casey, City Clerk*

**Belton City Council Meeting  
February 26, 2019 – 5:30 P.M.**

The Belton City Council met in regular session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem Craig Pearson and Councilmembers David K. Leigh (via videoconference from Mammoth Lakes, California), Dan Kirkley, Guy O'Banion, John R. Holmes, Sr. and Wayne Carpenter. 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 and Cheryl Maxwell.

The Pledge of Allegiance to the U.S. Flag and the Pledge of Allegiance to the Texas Flag were led by Boy Scout Troop #177, and the Invocation was given by Jeff Miller, Pastor of First United Methodist Church.

1. **Call to order.** Mayor Grayson called the meeting to order at 5:31 p.m.

2. **Public Comments.**

Candace Cartwright representing Foster Love of Bell County, 1003 N. Main Street, Belton, Texas, said their goal is to provide space for “children without a placement.” They have been told by the Fire Marshal that they must provide a fire suppression system in their new building, but they are having difficulty finding someone licensed to do the work and are concerned about cost. They are requesting not to be required to have a fire suppression system because the on-site workers are not allowed to sleep. Mayor Grayson said that a City Staff member will contact her to discuss.

Kim Kroll, Director of Library Services, said that the Library will be having a birthday party for Dr. Seuss on Friday at 4:00 p.m. She invited the public to attend.

**Consent Agenda**

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

3. **Consider minutes of February 12, 2019, City Council meeting.**

4. **Consider approval of a revised employment agreement for the City Manager.**

5. **Consider a resolution authorizing the submission of an application for Community Development Block Grant funds that proposes to replace the water line on N. East Street and E. 5th Street.**

6. **Consider authorizing a Façade Improvement Grant to Fadil Thaqi, 112 East Central Avenue.**

Upon a motion by Councilmember Kirkley and a second by Mayor Pro Tem Pearson, the Consent Agenda, including the following captioned resolution, was unanimously approved by a vote of 7-0.

#### **RESOLUTION 2019-07-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, BELL COUNTY, TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

#### **Planning and Zoning**

Councilmember Leigh announced that he would be abstaining from Item #7.

7. **Hold a public hearing and consider a zoning change from Agricultural to Multi Family District on 2.24 acres comprising Lot 2, Block 1, Brentham Addition, located at 406 N. Loop 121, near the northeast corner of W. 2<sup>nd</sup> Avenue and N. Loop 121.**

Director of Planning Cheryl Maxwell explained that there are currently two duplex units on this property. The applicant desires to construct covered carports for each unit and requested a building permit. Upon review of the requested permit, it became apparent that the current Agricultural Zoning District does not allow the existing duplexes. Therefore, the purpose of this zoning change is to bring the property and use into compliance with the Zoning Ordinance and allow the carports. She added that this property is part of a three lot subdivision (Brentham Addition) that was platted in 1993. Access to these duplexes is via the adjacent lot to the south through an access agreement with the property owner.

Mrs. Maxwell said the adjacent property to the south is currently undeveloped and zoned Retail District. Adjacent properties to the east and north are zoned Agricultural District and are either used residentially or undeveloped. Properties on the west side of Loop 121 are zoned Retail at the intersection with FM 93/West 2<sup>nd</sup> Avenue and Agricultural District along the Loop 121 frontage. These tracts are also used residentially or are undeveloped. The requested Multi Family Zoning District allows the proposed duplex use, as well as a traditional apartment complex, and is consistent with the FLUM. The applicant has indicated there are no plans to expand either duplexes or to build apartments on this lot at this time.

Maxwell stated that the Planning and Zoning Commission met on February 19, 2019 and recommended approval of this zoning change from Agricultural District to Multi Family District. Staff concurs with their recommendation.

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

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

**ORDINANCE NO. 2019-14**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO MULTI FAMILY DISTRICT ON A 2.24 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 8 DESIGN STANDARDS.**

8. **Hold a public hearing and consider a zoning change from Commercial-1 to Planned Development Office-2 District with a Specific Use Permit for the operation of a bail bond business on a 0.18 acre tract located at 795 E. Central Avenue, at the southeast corner of E. Central Avenue and S. Birdwell Street.**

Director of Planning Cheryl Maxwell said the applicant is leasing this property and wishes to open a bail bonds office at this location. There is an existing residential structure on site that has been converted to office use and was recently used as a security firm office. Per Resolution #2007-14, passed by the City Council on February 27, 2007, Bail Bonding Agents and Services are only permitted in the Office-2 District with a Specific Use Permit. Therefore, the applicant is requesting this zoning change and SUP to accommodate the use. Mrs. Maxwell added that a PD is proposed since the lot sizes do not meet the Office-2 District minimums, but Office-2 with a SUP is the vehicle in the Zoning Ordinance for a bail bonds business.

Mrs. Maxwell said this property, and the surrounding properties to the east and south, are zoned Commercial-1 District. Properties to the north and west are zoned Retail District. Auto Zone is located on the adjacent property to the east, while residential uses are located to the south. Uses along the north side of Central Avenue near this site include Eagle Auto Parts and Schoepf's BBQ, while uses on the south side include a parking area and O'Reilly's Auto Parts.

Maxwell explained that a site plan is required by both the Planned Development District and the Specific Use Permit provisions. The site plan that has been provided shows the existing structure and carport, and the area that will be paved for parking. No expansion of the structure will occur, and all activities will occur inside the structure. If the requested zoning change is approved, any use allowed in the Office-1 or Office-2 Zoning Districts would be allowed, plus a bail bonds office would be allowed, per the submitted site plan. If the building is enlarged, or the site plan changes significantly, a zoning code amendment would be needed. Since the adjacent residential uses to the south are zoned Commercial-1, fencing or screening is not required by the Zoning Ordinance; however, screening may be required as a condition of the SUP/PD if deemed necessary.

Mrs. Maxwell said that the applicant currently has another bail bonds office in Waco that has been in operation since 1994, so he has several years of experience with this type of business. The Belton office will function the same as the Waco office. Although 24-hour service will be provided via phone, the applicant has indicated the office hours will generally be limited to 8 to 5 Monday through Friday, and 10 to 2 on Saturday. Customers and employees will only be on-site during these hours of operation. Initially there will be two employees, with possibly a third in the future. The applicant has been advised that no parking will be allowed in the street right-of-way or on an unimproved surface; therefore, additional paved parking may be needed in the future.

The FLUM identifies this area as generally Commercial and Retail. Mrs. Maxwell added that the Commercial and Retail Zoning Districts also allow office use, so the requested PD Office-2 Zoning District is a bit more limiting, but is not in conflict with the FLUM. The existing commercial/retail uses next to residential uses are not desirable; however, that is the current condition. It is anticipated that the residential uses will eventually transition to non-residential. The office use is generally considered more compatible with residential uses; therefore, the requested PD Office-2 may actually be considered a more compatible zoning district given the current use in the area.

At the Planning and Zoning Commission meeting on February 19, 2019, the members discussed this case, and concerns were expressed regarding the proposed “downzoning” of this property, given the location along a major retail corridor—Patriot Way—providing entry to Belton’s downtown area. Concerns were also expressed regarding the close proximity of this property to Belton’s Historic Downtown, and past action that was taken to limit the number of bail bond offices in that area. A motion to approve this zoning change and SUP failed with a vote of 2 in favor and 6 in opposition.

Maxwell explained that the applicant has appealed the P&ZC decision and has indicated willingness to forego signage along the Central Avenue frontage to minimize their visibility along this important gateway to the City. Since the P&ZC recommendation was for denial, a  $\frac{3}{4}$  majority vote (6 votes) of the Council is required for approval.

Mayor Grayson opened the public hearing.

Tom Renschler, 600 S. Valley Mills, Waco: Mr. Renschler said, “My family has been in business since 1943. The Chapman family has been in business since the late 1980s. We are both very responsible individuals. We have a lot business knowledge.” He said he is at the meeting to request a zoning change in order to open a bail bonds company at the location.

Chase Chapman, 301 W. Billington, Robinson: Mr. Chapman said that he is willing to do whatever is suggested in order to allow the company to open in the selected location. He said that the building has housed a security company for 13 years, and

most people will not realize that it has changed to a bail bonds company. He said this location was basically the only option as there are no other O-2s available. He added that most property owners have a Commercial designation and do not want to “downsize” to an O-2 in order to allow a bail bonds company.

Spencer Ferrell, 6422 Golinda Drive, Lorena: Mr. Ferrell said the main concern of the Planning and Zoning Commission seemed to be that the building is located in a gateway area of the City, and they don’t want bail bonds signage to be seen at the entrance. He said that Mr. Renschler has owned a security business in the location for 13 years, and most people do not know it as anything other than a “little white building.” He said, “That’s actually how we want to keep it.” He said that the bail bonds company will have fewer working hours than the security company since they dropped cars off at all hours of the night. He added that they are willing to do whatever is needed in order for the rezoning to pass.

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

Councilmember Leigh said downtown Belton was dominated by this type of business from the 1970s to the early 2000s. The Council has limited the types of businesses that are allowed to be located in the downtown area. He said he is not in favor of allowing a bail bonds company within a half block from downtown. Additionally, he said that he is not inclined to overturn the decision of the Planning and Zoning Commission on this item because he believes they understand the intent of what was done. He asked, “If all they want to do is have an office, then why not have an office and not an operational bail bonds?” Mrs. Maxwell said that office use is allowed in the Commercial District, but she’s not sure where you draw the line between a General Office and a Bail Bonds business office.

Mayor Pro Tem Pearson said he understood that there will be clients coming to the bail bonds company. Mr. Chapman explained that in certain situations, family members of their clients may come to the office during business hours.

Councilmember Holmes said that he recognized the efforts that were made to change the area to be more retail shopping, restaurants and similar businesses. He said that he is concerned with the transition to a bail bonds company in the corridor of the downtown. He added that he believes bail bonds companies do a lot of advertising, and he isn’t sure how the company would get around that. Mr. Chapman said that the majority of their advertising is done online. Mr. Chapman also explained all the upgrades that will need to be made to bring the building up to code.

Mr. Holmes said that he has concerns when a current business owner makes promises on how a business will operate, but when the property is sold, the conditions or promises do not always carry on to the next owner. Mr. Chapman said he understands the concern, but they are willing to do whatever needs to be done.

Councilmember O'Banion said there has been a lot time and money invested by the Council and other businesses to beautify and revitalize the downtown, so he shares some of the same concerns. He doesn't think it should be changed.

Upon a motion by Councilmember Leigh and a second by Councilmember Carpenter, Item #8, including the following captioned ordinance, was unanimously disapproved by a vote of 7-0.

#### **ORDINANCE NO. 2019-15**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM COMMERCIAL – 1 TO PLANNED DEVELOPMENT OFFICE – 2 DISTRICT WITH A SPECIFIC USE PERMIT FOR THE OPERATION OF A BAIL BOND BUSINESS ON A 0.18 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 7 DESIGN STANDARDS.**

9. Consider a final plat of Three Creeks Phase VI, a 65.05 acre tract located generally east of FM 1670 and south of US 190, along the south side of an extension of Three Creeks Blvd., in Belton's ETJ.
10. Consider a final plat of Three Creeks Phase VII, a 21.56 acre tract located generally east of FM 1670 and south of US 190, along the north side of an extension of Three Creeks Blvd., in Belton's ETJ.

Director of Planning Cheryl Maxwell presented Items 9 and 10 together. She reminded Council that the preliminary plat for Phases IV through VII of the Three Creeks residential development was approved in August 2017.

Mrs. Maxwell explained that Phase VI proposes 138 lots and two common areas, and Phase VII proposes 78 lots and two common areas. The seven phases combined consist of a total 1,044 lots, a slight increase from the 1,033 that was originally proposed. Three Creeks Boulevard will be extended to the eastern boundary of this subdivision as part of Phase VI and available for future extension eastward and connection to Shanklin Road, as identified on the City's Thoroughfare Plan.

Maxwell said these final plats are generally consistent with the approved preliminary plats. Minor changes are noted below:

Phase VI:

- One additional lot is included in this phase; was originally to be included in Phase IV.
- Lots 75 – 80, Block 3 have been reconfigured.

- Tract C has been merged with Lot 80, so there are only two tracts in the final plat.
- The boundary of Tract A has been shifted slightly.

Phase VII:

- Redfish Court shortened and lots slightly reconfigured in cul-de-sac.
- Tract B boundary slightly adjusted.

Mrs. Maxwell added that this property is located in Belton's ETJ, so there is no zoning. All of the lots in each subdivision are a minimum of 50' in width, 100' in depth, and 5,000 sq. ft. in area. This is in compliance with the Development Agreement Section 5.02.b, executed in December 2010. Per the Development Agreement approved in 2010, Bell County Municipal Utility District (MUD) No. 1 was created to finance infrastructure in, and to, this subdivision. This infrastructure includes water, sewer, drainage, and roadways.

Mrs. Maxwell provided a summary of the subdivision ordinance requirements as they apply to these subdivision plats.

**Water/Sewer:** These phases lie within Belton's water and sewer CCN. Six-inch water and sewer lines are being extended throughout the subdivision. Fire hydrant flows and locations meet the City's Fire Code. The City will be responsible for maintaining the water and sewer lines after construction.

**Access:** The development agreement approved by the City Council in 2010 included a master plan of the proposed subdivision that identified two points of access: one via Three Creeks Boulevard, and a second via the extension of Rocking M Lane. For Rocking M Lane, the approved Development Agreement Section 6.06 states that the developer will grade and prepare with crushed limestone base 27' wide and provide a 25' double penetration/seal coat travel surface of Rocking M Lane from Auction Barn Road to the Municipal Utility District's northern property line within two years from the completion and acceptance of the first roundabout on the arterial roadway known as Three Creeks Boulevard. The developer will also dedicate 50' of right-of-way within this subdivision for the road extension. This requirement will be due May 1, 2019 and is currently underway.

In 2016, the Subdivision Ordinance was amended (Section 502.01.J) to require, any single family residential subdivision within the City of Belton or the City's ETJ to provide three entrances/access streets for subdivisions with more than 101 lots. The City's Thoroughfare Plan anticipates the future extension of Three Creeks Boulevard eastward to Shanklin Road, which will provide the third connection, although it is not a requirement for this subdivision.

**Streets/Drainage:** All of the streets in Phase VI are local streets and will be constructed with a 50' ROW, 31' pavement width, and curb/gutter. The streets in

Phase VII are local streets except for Three Creeks Boulevard, which is a major collector on the City's Thoroughfare Plan. Three Creeks Boulevard will be constructed with a 120' ROW, 37' pavement width, but no curb/gutter. This is consistent with previous phases and the approved Development Agreement. After construction, Bell County will be responsible for maintenance of the streets. Drainage plans and calculations have been provided and reviewed. Since this property lies in Belton's ETJ, the City is not responsible for drainage and will defer to Bell County and their requirements. Drainage easements are being dedicated and will be owned and maintained by MUD #1.

**Sidewalks:** Since most streets in Phases VI and VII are local streets, no sidewalks are required, or proposed, for local streets. However, 6' wide sidewalks are required along both sides of arterial streets. This would apply for Three Creeks Boulevard; however, per the Development Agreement, Section 7.08, the developer may install and maintain trails along arterial and collection streets in lieu of installing sidewalks. Phase VI will include an extension of the existing trail system, both nature trails as well as a 10' wide improved surface with compacted crushed limestone base. The existing 6' wide hike/bike trail along the south side of Three Creeks Boulevard will be extended as part of Phase VII.

**Parkland Dedication/Fee:** According to the Subdivision Ordinance Section 517, each residential subdivision is required to dedicate sufficient and suitable parkland and/or payment of fees-in-lieu of required parkland. There are a total of 1,044 lots in Phases I-VII and ultimately 1,500 lots for the entire Three Creeks subdivision; therefore, a total of 10 acres of parkland is required for the seven phases, and ultimately 15 acres for the entire 1,500 lots in this subdivision. The developer has provided a total of 127.34 acres of private parkland that contains several trail networks and pavilions for the residents. This private parkland exceeds the Subdivision Ordinance requirements and is consistent with the master plan in the development agreement. The parkland facilities, greenspaces, and trails will be maintained by the HOA. Phase VI proposes two tracts, or greenspace areas. Tract A comprises 0.5 acre, and Tract B comprises 31.18 acres. Phase VII also proposes two tracts. Tract A comprises 0.89 acre, and Tract B comprises 0.32 acre.

**Conclusion:** Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed these plats and provided comments which are being addressed. After Council action, these plats will be taken to Bell County Commissioners Court for approval. Staff has reviewed the plats and finds them acceptable as final plats, subject to conditions identified in the City's letter dated February 14, 2019.

Mrs. Maxwell said the Planning and Zoning Commission met on February 19, 2019 and unanimously recommended approval of these final plats, subject to the conditions below, and Staff concurs with their recommendation.

1. City letter of conditions dated February 14, 2019.
2. The terms of the development agreement.

Upon a motion by Councilmember Holmes and a second by Mayor Pro Tem Pearson, Items #9 and #10 were unanimously approved by a vote of 7-0.

11. **Consider a final plat of Eagles Bend Subdivision, comprising 23.186 acres, located along the north side of Sparta Road, beginning approximately 300' east of Sparta Lane, and along the south side of Eagle Point West, beginning approximately 200' west of Summit Circle, in Belton's ETJ.**

Director of Planning Cheryl Maxwell explained that this subdivision is proposed for a residential development consisting of 10 lots. Five of the lots will front on Sparta Road, and five lots will front on Eagle Point West and will be accessed via a 25' cross access easement. One single family residence is currently located on Lot 3.

Mrs. Maxwell said that this property is located in Belton's ETJ so there is no zoning. The lots range in size from 0.942 acre to 4.981 acres in size. The five lots fronting on Sparta Road have a 50' front yard setback, while the lots fronting on Eagle Point West have a 25' front yard setback.

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

**Water:** This property is located within the 439 Water Supply Corporation (WSC) CCN. They have provided a letter confirming their ability to serve this subdivision. There is a 12" water line along Eagle Point West and a 10" water line along Sparta Road. No extensions are necessary; these lines will be tapped to provide service to these lots.

The City of Belton Fire Code requires a minimum water flow of 1,000 gpm for fire hydrants. 439 WSC cannot confirm this flow rate can be sustained; therefore, the developer is requesting a variance to this requirement, and Staff supports the request. The existing fire hydrant locations are satisfactory.

Mayor Grayson asked if this was located in a rural fire department service area. Fire Chief Bruce Pritchard said that it was in the Sparta Valley VFD service area.

Councilmember Holmes asked if the City requires a minimum water flow pressure for fire even if it is not our fire service area. Mrs. Maxwell responded in the affirmative.

**Sewer:** No sanitary sewer is available to serve this subdivision. Septic systems are proposed, subject to approval by the Bell County Public Health District. The lots exceeds the minimum 0.5 acres required for a septic system.

**Drainage:** Drainage calculations have been provided and reviewed. 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:** The Thoroughfare Plan identifies Sparta Road as a major collector roadway with a required ROW width of 80'. Current ROW is approximately 60', so an additional 20' is needed. The applicant is responsible for providing ½ of the needed ROW, or 10', and is dedicating this portion on the plat.

Eagle Point West is a local street which currently has approximately 50' ROW. Bell County is requesting 60' ROW total, so the applicant is responsible for providing additional ROW as needed to achieve 30' of ROW from the centerline of the street to their property line. Based on the applicant's measurements, no additional dedication is needed. Bell County Engineer's office has confirmed the applicant has met their requirement.

Regarding perimeter street improvements, both Sparta Road and Eagle Point West have 24' wide pavement with a bar ditch drainage system. The Subdivision Ordinance (Section 502.01.H) 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. The developer is requesting a variance to this requirement. Staff supports this request since this property is in Belton's ETJ in an area that is mostly developed already with no curb/gutter or other improvements. This area is far outside the City limits, and the County is satisfied with the current facilities, which are under their maintenance.

**Access:** The Subdivision Ordinance (Section 511.02) requires all lots to have "adequate access to an existing or proposed public street" by frontage of not less than 20'. The configuration of ROW for Eagle Point West is unconventional along the frontage of Lots 1 & 2. Although it does appear that each lot has at least 20' of frontage along a public ROW, Lots 1 and 2 do not have frontage along an improved street. Access to all lots is proposed via a 25' cross access easement on Lot 3, where there is an existing paved driveway. Extensions east and west are proposed across Lots 2 and 4 to provide access to Lots 1 and 5.

The proposed access easement will also function as a fire lane. Section 514.01 of the Subdivision Ordinance requires fire lanes to be paved with either asphalt or concrete for a minimum width of 16'. The fire code also states the following: "Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg)." The existing driveway on Lot 3 appears to meet this requirement; however, the applicant is requesting a variance to allow the paving/improvement requirement for the access easement running east/west across lots 2, 3 and 4 to be deferred to the time of development.

The applicant proposes to place this obligation on the lot owners at the time they are building their homes, to ensure the easement is in a location that meets the lot owners' needs. Staff is generally supportive of this request, and the variance to public street access; however, there is no mechanism in place to ensure this

requirement is upheld at a later date. If this property was inside the city limits, this requirement could be enforced through the building permit process. However, in the ETJ, there are no building permits, so there are limited opportunities to enforce this provision if it is not required with the plat. A note is provided on the plat and a provision included in the restrictive covenants for Lots 1 - 5 in Article XIX to document this requirement, and to put future purchasers on notice regarding this obligation.

**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 Sparta Road. This requirement is waived since the plat is in Belton's ETJ and no entities have assumed responsibility for sidewalk 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 10 lots, the dedication would be 0.1 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 \$2,000 for this subdivision. A variance to the parkland dedication/fee requirement is requested. Staff supports the variance request since there are no plans to develop a public park in this vicinity at this time, and these lots are large with ample open space available to satisfy the needs of the lot owners.

**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 are being addressed. After Council action, this plat will be taken to Bell County Commissioners Court for approval. Staff has reviewed the plat and finds it acceptable as a final plat, subject to conditions identified in the city letter dated February 14, 2019.

Maxwell said the Planning and Zoning Commission met on February 19, 2019 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 flow (1,000 gpm) requirement for fire protection;
2. Approval of variance to perimeter street improvements and sidewalk requirement for Sparta Road;
3. Approval of variance to requirement that lots have frontage on a public street to allow access via a 25' cross access easement; and deferral of requirement to provide an access easement for a fire lane with a paved or improved driving surface that can support a minimum weight of 75,000 pounds to such time as the lots are developed.
4. Approval of variance to the parkland dedication/fee requirement;
5. City letter of conditions dated February 14, 2019.

Councilmember Holmes asked if Staff knows what the water flow is. Mrs. Maxwell explained that 439 WSC simply said that they don't believe that the flow can be sustained at 1,000 gpm. Although she asked multiple times, they did not give her a pressure reading that can be maintained.

A motion for approval of the final plat including the variances as presented was made by Councilmember Holmes. The motion was seconded by Councilmember O'Banion, and Item #11 was unanimously approved by a vote of 7-0.

12. **Consider a final plat of Sherwood Shores IX, a replat of Sherwood Shores VII, Camelot Section, Lots 591 and 592, comprising 0.23 acres located south of I-14 and west of FM 1670, on the north side of Goodrich Drive, west of Swanson Lane, in Belton's ETJ.**
13. **Consider a final plat of Lopez Addition, a replat of Sherwood Shores VII, Camelot Section, Lots 567 and 568, comprising 0.23 acres located south of I-14 and west of FM 1670, on the south side of Kimberly Drive, west of Swanson Lane, in Belton's ETJ.**

Director of Planning Cheryl Maxwell presented Items 12 and 13 together. She explained that each replat is for a one-lot subdivision proposed for residential development. These properties are located in Belton's ETJ, so there is no zoning.

#12: There are no structures located on Lots 591 and 592, which are proposed to be combined (comprising 0.23 acres) for location of a residence under this replat. The property is under review for a septic system by Bell County Public Health District. The proposed lot has frontage on Goodrich Drive and has a 25' front yard setback.

#13: There is an existing mobile home on Lots 567 and 568 which is in need of a new septic system. The original plat was approved in 1967. This replat proposes to combine the two lots into one, comprising 0.23 acres. The septic system is under review by the Bell County Public Health District. The proposed lot has frontage on Kimberly Drive and has a 25' front yard setback.

Mrs. Maxwell provided a summary of the subdivision ordinance requirements as they apply to these subdivision plats.

**Water:** These properties are located within the Dog Ridge Water Supply Corporation (WSC) CCN. They have provided a letter confirming their ability to serve the subdivisions. There is a 2" water line running alongside the lots that will be tapped to provide service.

The City of Belton Fire Code requires a minimum water flow of 1,000 gpm for fire hydrants. The existing water pressure is estimated at 92 gpm. The developer is requesting a variance to this requirement. Staff supports a variance to this requirement since it represents conditions that were previously approved by Bell County with the original plat and no additional lots are being created. Dog Ridge

WSC water system is limited in this location, and a fire hydrant cannot be placed on the existing 2" water line. In the event of a fire, water tanker trucks will be needed to suppress the fire.

**Sewer:** No sanitary sewer is available to serve these subdivisions. A septic system is proposed, subject to approval by the Bell County Public Health District (BCPHD). The lot does not meet the minimum 0.5 acre typically required for a septic system; however, this requirement does not apply to subdivisions platted before 1988.

**Drainage:** With just one single family residence proposed on each site, and four lots being consolidated into two, minimal impact, if any, is anticipated regarding 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/Access:** The adjacent streets, Goodrich Drive and Kimberly Drive are unimproved streets, in public ROW. 60' ROW exists, so no additional ROW is needed. The original plat, Sherwood Shores VII Camelot Section was platted in 1967. Roadways were dedicated to the public; however improvements to Goodrich, Kimberly, and Swanson Lane were never constructed, and roadways were never accepted by the County. As a result, the ROW is considered public, but the streets are considered private, and under private maintenance. The applicant is requesting a variance to allow lot frontage on a private street (Section 511.02). A variance is also requested to the perimeter street improvement requirement for Goodrich Drive (Section 502.01.H). A variance is also requested to the perimeter street improvement requirement for Kimberly Drive (Section 502.01.H).

Regarding Subdivision Ordinance Section 514.01, Fire Lanes, a 16' paved surface is required to provide access for fire vehicles. The fire code also states the following: Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg). The distances to the nearest improved streets are approximately 550' (Sherwood Drive) and approximately 600' (Camelot Lane). The applicant is uncertain whether the existing unimproved roads will meet this requirement, and is therefore, requesting a variance.

In order for the County to accept these streets as public and assume public maintenance, the County would require the property owners to pay for the materials to pave the street, then the County would absorb the cost to construct the roadways and would then accept them and maintain them. They would require a minimum 22' pavement with 4' shoulder on each side. They currently have no plans to do so, but would consider if requested by all of the affected property owners and funds provided.

The roads in this portion of the subdivision are below City and County standards; however, we recognize that this is a replat. The lots in the original subdivision are

already legally existing (since 1967) and available for purchase. The replats combine four lots into two, thereby reducing the lot density. Staff supports the variances requested regarding access, perimeter street improvements, and fire lanes, only because this is a replat. These variances would not be supported for a new subdivision.

Regarding sidewalks, we have determined this requirement is not applicable in the ETJ due to no entity accepting 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. The fee in lieu of dedication is \$200/lot which would be \$200 for each subdivision. A variance to the parkland dedication/fee is requested. Staff supports the variance requests since there are no plans to develop a public park in this vicinity at this time, and these are replats proposing a reduction in density from four lots to two.

**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. We have reviewed the plat and find it acceptable as a final plat, subject to conditions below.

### **Recommendation**

The Planning and Zoning Commission met on February 19, 2019 and unanimously recommended approval of these final plats, subject to the conditions below, and Staff concurs with their recommendation.

1. Approval of variance to water flow (1,000 gpm) requirement for fire protection;
2. Approval of variance to perimeter street improvements and sidewalk requirement for Goodrich Drive;
3. Approval of variance to requirement that lots have frontage on a public street and requirement to provide an access easement for a fire lane with a paved or improved driving surface that can support a minimum weight of 75,000 pounds;
4. Approval of variance to the parkland dedication/fee requirement.

City Manager Sam Listi asked Mrs. Maxwell to review the reason for the replats. Mrs. Maxwell said the replat was triggered due to the property owners' desire to put in a residence and a septic system on one and replace a septic tank on the other. Bell County Public Health District requires that the property owner show that the entire septic system, including drain fields, can be contained within the lot, so they are having to combine the lots from two to one. Since these were platted prior to 1988, there is no 0.50 acre requirement for a septic system.

Mayor Grayson asked if the City has the right to say that the houses can front on a private road. Mrs. Maxwell explained that it is a variance that has been requested. She said the roads are not in good condition, and it will take a lot of money from the residents to get the road to a condition that would be acceptable for Bell County.

Councilmember Carpenter said he is concerned about continuing development in that area since there is such low water pressure. He said it is an ongoing condition that does not seem as if it will go away. Mrs. Maxwell said that there has been a lot of discussion about this issue. She added that there is ongoing discussion about possibly requiring water tanks onsite. Councilmember Kirkley asked if the property owners are made aware of these conditions, especially the need to call for a tanker truck should there be a fire. Mrs. Maxwell said she believes there is a note on the plats to that effect. She said she will confirm.

Councilmember Holmes said this is Dogridge WSC, and the other item was 439 WSC.

Upon a motion by Mayor Pro Tem Pearson and a second by Councilmember Carpenter, Item #12 was unanimously approved by a vote of 7-0.

Upon a motion by Councilmember Kirkley and a second by Councilmember O'Banion, Item #13 was unanimously approved by a vote of 7-0.

### **Miscellaneous**

#### **14. Hold a public hearing and consider an ordinance on second and final reading granting a franchise to Atmos Energy.**

City Clerk Amy Casey said that in 1977, the City of Belton authorized a franchise agreement with Lone Star Gas for a period of 25 years. The franchise agreement was amended in 1979 and 1981.

In 2003, the City of Belton authorized a franchise agreement with TXU Gas, the successor company to Lone Star Gas, for a period of 15 years. The original franchise fee of 4% was amended to 5% in 2008, along with the recognition that the company name was now Atmos Energy.

The current franchise ends in late 2019, and a new 25 year franchise has been proposed. There are no significant changes to the terms and conditions, therefore Staff recommends approval of the franchise agreement.

The City receives 5% of the total gross receipts from customers as a franchise fee. The FY2019 Budget for this franchise fee is \$111,100.

Mrs. Casey stated that in accordance with the City Charter, franchise ordinances require two readings and a public hearing. The franchise ordinance was approved on first reading at the February 12, 2019, City Council meeting.

Mayor Pro Tem Pearson asked if 5% was a common amount for a municipal franchise fee. Mrs. Casey said that it is.

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

Upon a motion by Councilmember O'Banion, and a second by Councilmember Holmes, Item #14, including the following captioned ordinance, was unanimously approved on second reading by a vote of 7-0.

#### **ORDINANCE NO. 2019-13**

**AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF BELTON, BELL COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.**

**15. Consider the following:**

- A. Authorizing a Façade Improvement Grant to Jo Mapel, 106 West Central Avenue (North façade); and**
- B. An appeal to the City Council by Jo Mapel regarding the decision of the Historic Preservation Commission to disapprove the Certificate of Appropriateness application for the South façade (front) of the building at 106 W. Central Avenue.**

Planner Kelly Atkinson said the building at 106 West Central Avenue was built in 1956, and it has some elements of a previous building incorporated into the structure. This building is located in the Downtown Belton Commercial Historic District, which contains a range of buildings constructed between 1870 and 1959. Nearly half of the buildings in this District are Contributing historic structures. Most of the buildings that are Non-Contributing have been classified that way due to inappropriate alterations that have covered or removed historic building materials and details. This building is characteristic of typical 1950s commercial architecture, and retains nearly all of its original fabric that is now over 60 years old. The National Register of Historic Places lists this building as Contributing to the Belton Commercial Historic District, which is based on the integrity of design where principal character-defining architectural elements survive. This building has substantially retained its original appearance with overall form and exterior materials, including window and door opening size and location.

The applicant provided a history of this location through Sanborn Fire Insurance maps documenting the various structures that previously occupied this site. The last available map of 1921 identifies ruins and no roof. This lot sat vacant for decades before it was once again developed to house the Belton Journal/Bell County Democrat newspaper. Mrs. Atkinson said that it is evident in the Sanborn map of 1912 that a previous building on this site housed the newspaper and type room, complete with an electric motor presumably to unload the reams of paper for print. There is evidence that this location served many years as the home to the local newspaper through a number of acquisitions and mergers. Because this building is in a National Register District, and maintains its original integrity, the owner can apply for state and federal tax credits, which could return up to a total of 45% (25% state and 20% federal) of their qualifying rehab costs on exterior and interior work.

Mrs. Atkinson explained that Jo Mapel has submitted a Certificate of Appropriateness application to the Historic Preservation Commission for the complete reconstruction of the primary façade, addition of a faux balcony, and reconfiguration of door and window openings on the side and rear facades.

Mayor Grayson asked if the balcony was the issue that caused the HPC to make the decision they made. Mrs. Atkinson said that it is a part of the issue. However, the main concern of HPC is that the entire front façade will be removed and will be replaced by a completely new façade. Councilmember Holmes said that the property is listed as a 1956 contributing structure, so the HPC based their decision on those guidelines to keep the façade intact.

The proposal involves the following items:

- Remove the front façade facing Central Avenue.
- Construct a new front façade of stone with decorative brick headers.
- Install new windows and a new door on front façade.
- Install 2'0" stone parapet with smooth stone parapet cap.
- Install faux balcony with decorative railing on front façade.
- Clean and repaint east side of building.
- Add door and window opening to east side of building near the rear of the building.
- Enclose overhead door opening on east side
- Install a faux carriage-style overhead door and a functioning carriage-style overhead door on the north side (back of building)
- Install CMU block to top of north side wall to match height of building next door.
- Stucco the north side of building.
- Enclose an overhead door on the west side.
- Build CMU wall for courtyard area on the west side of the building.
- Install gooseneck light fixtures on all three sides of building as identified on elevations.
- Install gutters.

This building was most recently occupied by a bail bond agency and lawyer office. Ms. Mapel has purchased this building and is completing significant interior renovations for several professional offices. The proposed work is scheduled to occur upon approval of a COA (Certificate of Appropriateness) and façade grant as requested with an estimated completion within 120 days. The Façade Improvement Grant (FIG) application only applies to the proposed renovations to the south and north façades.

Mrs. Atkinson explained that Staff has evaluated the proposed work and has determined, through research and consultation with the historic preservation consultant and the Texas Historical Commission, that the proposed renovation items for the east, north, and west façades will not detract from the character-defining elements of the building. However, the northernmost section of the building is a later addition with no historic value and shows signs of several previous alterations. She noted that the proposed reconstruction of the front façade (south) along Central Avenue will eliminate the character-defining elements of the building and render it as Non-Contributing to the National Register Belton Commercial Historic District and to the local Downtown Belton Commercial Historic District. She added that the proposed reconstruction of the front façade (south) along Central Avenue will create a false sense of history, contradicting the Secretary of Interior Standards for the Treatment of Historic Properties.

Atkinson stated that these determinations are based on the Secretary of Interior's Standards incorporated into the Façade Improvement Grant application as follows:

- #2 – The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features will disqualify any building from this program.
- #3 – All buildings, structures and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged and may disqualify any building from this program.
- #7 – Contemporary design for alteration and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical architectural or cultural materials, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

Total projected renovation cost shown on the application is \$134,410. The FIG application requests the maximum match amount of \$20,000, which is consistent with application guidelines. This building fronts two public right-of-ways (north façade facing First Avenue and south/primary façade facing Central Avenue), therefore, the applicant may apply for the maximum of \$20,000 at \$10,000 per façade.

After careful review of the Secretary of the Interior's (SOI's) Standards for Rehabilitation, the proposal appeared to be inconsistent with the Downtown Belton Commercial Historic District. Staff recommended disapproval of the proposed work to the south (primary) façade. After discussion amongst the Commission, resolving additional questions with staff, and dialogue with the applicant's representative, the Commission determined that this building is a Contributing structure to the local District and the National Register District, and it is representative of mid-century modern architecture. The Commission determined that the proposed reconstruction of the front façade of this building is inconsistent with the SOI's Standards and the Historic Preservation overlay zoning of this building.

At the February 7, 2019, Historic Preservation Commission (HPC) meeting, the Commission voted unanimously on the following:

1. Recommend APPROVAL of the proposed work as outlined in the COA application AND the Façade Improvement Grant to Jo Mapel for renovations to the north façade, for a total grant award of \$10,000.
2. DISAPPROVAL of the proposed work as outlined in the COA application AND the Façade Improvement Grant to Jo Mapel for the renovations to the south (primary) façade.

The Commission denied the COA application for the proposed reconstruction of the south (primary) façade facing Central Avenue, in turn, deeming this portion of the project as ineligible for the FIG program.

The Historic Preservation Ordinance outlines a process for an applicant adversely affected by a determination of the Commission to appeal the decision to City Council. The applicant requested the appeal within the required seven (7) days via a letter delivered to the HPO and City Clerk.

Mrs. Atkinson explained that the Commission reviews all COA applications by the same guidelines as outlined in the Historic Preservation Ordinance. This review process is applicable to both Contributing and Non-Contributing buildings. Each case is different and each building varies in the amount appropriate and inappropriate alterations that have taken place over time, but the overall goal is to maintain what exists and appropriately alter and adapt existing building stock for current uses. The Commission's review process is guided by the SOI's Standards and is outlined in the Historic Preservation Ordinance. Based on available information and available City ordinances, Mrs. Atkinson said the Staff concurs with the Historic Preservation Commission's determination on the significance of the building and the disapproval of the COA application, and recommended denial of the appeal.

Councilmember Carpenter asked if the alley is maintained by the City or the private sector. Mrs. Atkinson said, "It's a little bit of both." She explained that a portion of the alley is privately owned and the remainder is public.

Upon a motion by Councilmember Holmes, and a second by Mayor Pro Tem Pearson, Item #15A was unanimously approved by a vote of 7-0.

Mayor Grayson thanked Mrs. Atkinson for her thorough work on this item. Councilmember Leigh agreed. He said he has restored several properties, and he has learned that each period has its beauty. He said the downtown area has several contributing structures have been changed over the years, but he thinks that there may be some middle ground on this property. He doesn't think the Council should approve or disapprove the appeal. He believes that Staff should work with the applicant to make something that is historically significant in the area even if it presents a false history.

Councilmember Kirkley said that several of the councilmembers have lived in Belton for a very long time. He said, "Preserving a 1950s building for the 1950s sake is not the goal."

Councilmember Holmes said he received some old photos from the Belton Journal. He reviewed the history of the building as well as other buildings in the downtown area. He said he would prefers the 1900s look in that location, and the proposed façade really makes sense to him.

Mayor Grayson said she can understand why the HPC wants to preserve the façade, but she feels that it is out of place at that location. Most of the other similar style buildings are located along Penelope.

Councilmember O'Banion asked if this building was located outside of the historic district, would it still be considered a contributing structure. Mrs. Atkinson said the historic landmark program was developed for contributing structures located outside of the historic district, and each structure is evaluated against the established criteria. Mr. O'Banion said he is trying to understand how it is determined that something is considered a contributing historic structure. He said, "I think what they are wanting to do is an improvement; they want to go back and gain some of that historic look that is not there currently... currently what it is, is ugly, and why would you preserve ugly?" He said the applicant is doing what he believes is best in this area. "While I understand why the decision was made, it was made in a black and white way." Mr. O'Banion said he believes the Council can make the decision with a little more flexibility to do what is right for that building and downtown. He added that he appreciates the work done by the HPC, and he certainly doesn't want this to come off as an insult to that group. City Attorney John Messer said, "I don't believe it's an insult to anyone. They have their scope of work only to look at the requirements under that ordinance. There is also an appeal process which is why we are here. Their (HPC) scope of work is very limited. The Council has the final say and a much broader scope."

Mayor Pro Tem Pearson said that the Staff and the HPC have each done a great job. He added, "When we look back at the intent of what we are trying to do by

preserving the historic nature of our downtown, I think we should approve this appeal.”

Mayor Grayson asked if the Mapels will still be eligible for the historic tax credits if they make these changes to the south façade. Mrs. Atkinson said they would not. Councilmember Holmes asked if they are aware of that. The Mapels said that they were aware.

Councilmember Carpenter said he has had several conversations with a member of the HPC. The HPC likes the look of the 1890s façade that has been proposed, but they felt constrained by the rules that they were required to work within. He added that he doesn't believe it is disrespectful to overturn their decision. They did what they had to do with the information they had been given.

Councilmember Carpenter made a motion to overturn the HPC decision regarding the Certificate of Appropriateness, and on the advice of City Attorney John Messer, he amended the motion to include award of a \$10,000 FIG grant to the Mapels for the south façade. The motion was seconded by Councilmember Holmes, and Item #15B was unanimously approved by a vote of 7-0.

16. **Consider an amendment to the professional services agreement with Halff Associates to allow for additional survey work for the South Belton Sewer Phase II.**

Director of Public Works Angellia Points stated that on July 24, 2018, the City awarded the South Belton Sewer Phase II design contract to Halff Associates. During the design, Halff identified an alternative alignment for the sewer force mains (pressurized lines) that would result in substantial cost savings for the City when compared to the original alignment.

Mrs. Points said that the original alignment of the force mains was to follow the proposed gravity lines along the Lampasas River, continue to along Toll Bridge Road, and be south and east of Cedar Crest Hospital. The alternative alignment is proposed to be along the Lampasas, as planned, but continue along the Lampasas and be placed in an easement along the eastern side of the Fredrickson and Eris, LLC properties, which connect to the east side of Cedar Crest Hospital. If the easements are granted, this new alignment of the force mains (two identical lines are needed to serve the fully developed sewer basin) will save the City approximately \$500,000 in construction costs.

Points said that additional survey and easements are required to implement this alignment. Right-of-entries from Ms. Morris and Mr. Fredrickson have been granted for the survey work. Ms. Morris is generally in favor of this alignment as it will be placed in the future Capital Way ROW and in future roadway ROW identified in her best-use concept plan for the property.

Staff worked with Halff Associates to develop a scope of services which includes the following items:

- Survey approximately 9.2 acres of property.
- Provide a tree survey of all hardwood trees 8-inches and greater, including tree clusters.
- Provide easement legal descriptions and exhibit preparation for the three properties that will be surveyed (Eris – 2 properties, Fredrickson – 1 property).

The proposed engineering services contract for the additional survey work is \$59,500 and \$4,500 for the easements, totaling \$64,000 for this amendment. Mrs. Points said funding for the additional survey work is proposed to come from the 2016 Utility Certificates of Obligation.

Councilmember Kirkley asked about TCEQ's turn-around time. Mrs. Points said it could be anywhere from one month to a year.

Councilmember O'Banion asked if the force main was a one way pipeline with no taps. Mrs. Points said yes. He asked if everything from the interstate and back will gravity feed to the pump station. She said he was correct because the topography drains to the river.

Upon a motion by Mayor Pro Tem Pearson, and a second by Councilmember Carpenter, Item #16 was unanimously approved by a vote of 7-0.

**17. Consider a request to settle outstanding liens on 915 South Pearl Street, Belton, TX (BellCad Property ID 37060)**

Director of Finance Brandon Bozon explained that the property at 915 S. Pearl has two outstanding liens, filed by the City of Belton in 2017 related to significant cleanup efforts undertaken in late 2016, and a mowing conducted in April 2017. The total balance owed as of February 12, 2019, is \$8,053.12. The breakdown of the balance owed is attached to this report. The City's hard costs in the project total \$5,602.96, broken down as \$5,561.96 in payments to contractors and \$41 in filing and recording fees paid to Bell County. The liens are ineligible for settlement at the City Staff level under the City's policy, as the liens were filed after March 1, 2015.

The property was purchased by Mr. Jimenez at the Bell County Tax Sale on December 4, 2018. Belton City Staff was present at the auction, and the balance of the liens was announced by Sheriff Lange prior to bidding. Mr. Jimenez has requested the City accept \$3,000 in exchange for the release of the liens.

In 2015, City Staff brought to the Council a proposal to allow for the settlement of liens filed prior to March 1, 2015. The policy provided the following guidelines for negotiating settlement:

Upon recommendation of the Assistant Director of Finance and Director of Finance, and approval of the City Manager:

- Reduction or forgiveness of accrued interest
- Cessation of interest accrual
- Reduction or forgiveness of principal, not to exceed City's investment

Upon recommendation of the Assistant Director of Finance, Director of Finance, and City Manager, and approval of the Council:

- Reduction or forgiveness of principal beyond City's investment
- Reduction or forgiveness of filing and recording fees

The policy also outlined proactive measures, including attendance at Bell County Tax Sales in order to notify the public if a property up for auction has liens filed against it. Since that time, a representative has attended every sale that included a property against which City liens had been filed.

Further, the policy states that City Staff will consider the age, balance, and any ownership transfers when determining whether the lien balance is eligible for any reduction or forgiveness, and make every effort to be fair and consistent in dealings with all property owners.

While the liens were filed after March 1, 2015, City Staff believes it is in the best interest of the City to settle the balance in an amount that would make the City whole for its cost to remediate the property. Mr. Bozon said the Staff's recommendation is to authorize City Staff to settle the balance for the City's investment of \$5,602.96.

Councilmember Holmes asked how the 10% interest charge was determined. City Attorney John Messer said the rate was set by State statute. Mr. Holmes said it seems high to him.

Mr. Reyes Jimenez summarized all that he has done to the property since he purchased it. He said he has invested about \$2,000 in the property since the sale.

Mayor Grayson said she appreciates what he is doing. However, she said he was aware that the property had the liens on it, but chose to make the purchase anyway. She doesn't feel it is appropriate to discount the citizens' tax dollars.

Councilmember O'Banion asked the total including interest. Mr. Bozon said the total is \$8,053.12. Mr. Jimenez said, "It's been this long, and zero dollars have been collected... how much longer will it be at zero dollars?"

Councilmember Holmes asked what the property was on the tax rolls for. Mr. Listi said the property is valued at \$19,715.

Councilmember Leigh said he thinks the City should recoup the “out of pocket” costs that have been spent.

Councilmember O'Banion said he is torn. He doesn't want to set a precedent by discounting the lien amount. However, he said that that it will take a lot of work by Mr. Jimenez, and it will make the area look a lot better, too, so he is willing to try to find a middle ground.

Councilmember Holmes asked if the City had been successful in purchasing the property, what would have been the City's plan? Mr. Bozon explained that the City did not bid on this property. He added that typically the City will bid on property for three reasons:

- (1) If the property has significant liens, then the City will make the minimum bid in order to be fair to the other taxing entities due of the high cost of the property with the liens on it. The property will then be used in the HOME replacement program if appropriate, or the City will auction the property to recoup City costs;
- (2) To try to acquire tracts for the HOME replacement program; and
- (3) Proximity to other City properties.

Councilmember Carpenter said he doesn't believe it is a good idea to set a precedent by going below the City's hard costs. Councilmember O'Banion asked if the City has done this before (going below the hard costs). Mr. Bozon said that it had been done only one time previously, and it was with Mr. Jimenez on another property.

Upon a motion by Mayor Pro Tem Pearson to recoup the City's hard costs, and a second by Councilmember Leigh, Item #17 was approved by a vote of 5-2 with Councilmembers Holmes and O'Banion providing the dissenting votes.

#### **18. Consider a resolution supporting 2019 Texas Legislative Priorities.**

City Manager Sam Listi said that in the current FY 2019-2023 Strategic Plan, an emphasis is placed on working with State and Federal Legislators on locally determined priorities. As indicated, the Strategic Plan anticipates an Outcome where the City takes a position on priorities for pending legislation. This objective was reinforced by City correspondence to State Senator Dawn Buckingham and State Representative Hugh Shine on December 19, 2018, before the Legislative Session began. Mr. Listi explained that Bell County Judge David Blackburn entered office on January 1, 2019, and drafted Legislative Position Statements on four (4) topics, on which he is seeking to achieve consensus, in order to assist our legislators in knowing community positions in this critical Legislative Session. The Position Statements, which have been slightly modified to add Belton impacts, include:

- (1) Avoiding Changes to Revenue Caps
- (2) Avoiding Unfunded Mandates
- (3) Expanding Assistance to Cities affected by the Disabled Veterans Tax Exemption

(4) Addressing School Funding

Listi said the City of Temple, the Temple Chamber of Commerce, Temple Economic Development Corporation, the Killeen Chamber of Commerce, and Bell County each endorsed a similar version of these four Position Statements. The Belton Area Chamber of Commerce endorsed these four Legislative Position Statements at its meeting on February 21, 2019.

Mr. Listi said that in accordance with Goal 1d in the FY 2019-2023 Strategic Plan, and in partnership with area entities that believe strongly in self-governance, Staff believes that action affirmatively outlining Belton's interests is imperative.

Upon a motion by Councilmember Carpenter, and a second by Councilmember O'Banion, Item #18, including the following captioned resolution, was unanimously approved by a vote of 7-0.

**RESOLUTION 2019-08-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, BELL COUNTY, TEXAS SUPPORTING BELL COUNTY'S 2019 TEXAS LEGISLATIVE PRIORITIES; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THESE PRIORITIES.**

There being no further business, the Mayor adjourned the meeting at 7:40 p.m.

---

Marion Grayson, Mayor

ATTEST:

---

Amy M. Casey, City Clerk

# Staff Report – City Council Agenda Item



## Agenda Item #5

Consider a resolution appointing election officers for the May 4, 2019, General Election.

### Originating Department

Administration – Amy M. Casey, City Clerk

### Summary Information

The City's general election will be held on May 4, 2019, to elect four (4) persons to serve on the City Council. In accordance with the election code, the City Council appoints election officers, and we are recommending the appointment of Fred Wahlen to serve as Presiding Judge, and Ellis Hutchison to serve as Alternate Presiding Judge.

State law designates the City Secretary as the Early Voting Clerk in municipal elections, and deputies may be appointed to assist in conducting early voting, to include employees of the City. We are recommending the appointment of Rae Schmuck, Michelle Garcia, and Bob van Til to serve as Deputy Early Voting Clerks for this election.

Early voting will be conducted April 22<sup>nd</sup> to April 26<sup>th</sup> (Monday through Friday, 8:00 a.m. until 5:00 p.m.), with two 12-hour days on April 29<sup>th</sup> and 30<sup>th</sup> (7:00 a.m. until 7:00 p.m.) at City Hall. The City will conduct Election Day voting in the Evans Room at the Harris Community Center, with polls open from 7:00 a.m. until 7:00 p.m.

### Fiscal Impact

Amount: Approximately \$1,250 in wages for election workers

Budgeted: ☒ Yes ☐ No

Funding Source(s): General Fund, City Council Election Expenses

### Recommendation

Recommend approval of the resolution.

### Attachments

Proposed resolution

**RESOLUTION NO. 2019-09-R**

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

---

**WHEREAS**, this City Council has ordered a General Election to be held in the City of Belton, Texas on May 4, 2019; and

**WHEREAS**, it is hereby found and determined that it is necessary and appropriate to appoint officers to conduct said election;

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

Section 1. Findings. The statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Officers Appointed. The following named persons are hereby appointed to serve as officers for said election:

(a) Deputy Early Voting Clerks:

Rae Schmuck, 2200 Legacy Lane #511, Belton, Texas  
Michelle Garcia, City of Belton, Texas  
Bob van Til, City of Belton, Texas

(b) Officers to serve on Election Day:

Presiding Judge: Fred Wahlen, 415 E. 22<sup>nd</sup> Avenue, Belton, Texas  
Alternate Presiding Judge: Ellis Hutchison, 4732 Stone Oak Drive, Belton, Texas  
Presiding Judge, Early Voting Ballot Board: Fred Wahlen, 415 E. 22<sup>nd</sup> Avenue, Belton, Texas

(c) The Presiding Judge shall appoint not less than two nor more than four qualified Clerks to serve and assist in holding said elections; provided that if the Presiding Judge herein appointed actually serves, the Alternate Presiding Judge shall be one of the Clerks.

**PASSED, APPROVED AND EFFECTIVE** this the 12th day of March, 2019.

---

Marion Grayson, Mayor

ATTEST:

---

Amy M. Casey, City Clerk

# Staff Report – City Council Agenda Item



**Date:** March 12, 2019  
**Case No.:** H-19-05  
**Request:** Replace Brick / FIG  
**Address:** 203 South Penelope Street  
**Applicant/Owner:** City of Belton Public Works / City of Belton Fire Department

## **Agenda Item #6**

Consider authorizing a Façade Improvement Grant (FIG) to City of Belton – Central Fire Station, 203 South Penelope Street.

### **Originating Department**

Planning Department – Kelly T. Atkinson, Planner/HPO

### **Case Summary**

The applicant submitted a Certificate of Appropriateness (COA) application and FIG request to remove portions of the brick walls damaged from moisture and replace with brick that closely matches the original brick of the building at 203 South Penelope Street.

### **Historic District**

Downtown Belton Commercial Historic District

### **Background Information**

This building as it sits (according to the historic resources survey) at 203 South Penelope Street was built in 1959 for the Central Fire Station and has a stylistic influence of Modern architecture with a flat roof and brick façades. The Downtown Belton Commercial Historic District contains a range of buildings constructed between 1870 and 1959. Nearly half of the buildings in this district are Contributing historic structures. Most of the buildings that are Non-Contributing have been classified that way due to inappropriate alterations that have covered or removed historic building materials and details.

The owner of 203 South Penelope Street requests to remove portions of the brick walls that have been deteriorated due to moisture damage and mold issues. The applicant identified portions of the north and south walls, and the entire west wall as damaged by the moisture and mold, therefore requiring removal and replacement. The applicant has located a brick very similar in color and texture to the undamaged brick to remain on the

building. The new brick is proposed to be hard lined at the joint to the existing brick to remain (as is the current configuration) and will be installed in a stretcher bond closely matched up to the existing mortar joints.

### **Fiscal Impact**

Total projected cost on the application is \$20,405. The FIG application requests the maximum match amount of \$10,000, which is consistent with application guidelines.

Amount: \$10,000

Budgeted: ☒ Yes ☐ No

Funding Source(s): \$50,000 was included in the TIRZ FY 2019 budget for FIG funding. At the time of this staff report, two Façade Improvement Grants have been approved in FY 2019 for a total of \$40,000.

### **Recommendation**

The Historic Preservation Commission met on February 28, 2019, and unanimously recommended approval of the Façade Improvement Grant (FIG) request to replace damaged brick on the building at 203 South Penelope Street, for a total grant award of \$10,000. Staff concurs with their recommendation.

### **Attachments:**

Certificate of Appropriateness Application  
Façade Improvement Grant Application  
Location Map  
Photo exhibits of current condition and proposed brick  
HPC Minutes Excerpt from February 28<sup>th</sup> meeting



## Certificate of Appropriateness Application

### Historic Preservation Commission

#### Applicant contact information

Name: BELTON FIRE DEPT.

Address: 203 S. PEVELOPE

Phone: 933-5885 Fax: 933-5887 Email: bpritchard@belton-texas.gov

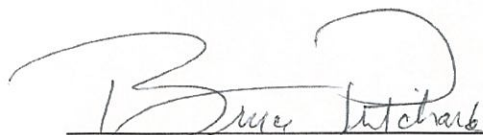
Role: ☐ Owner ☐ Architect/contractor ☒ Other: \_\_\_\_\_

Property Address: 203 S. PEVELOPE

1. In the space below, briefly describe the work proposed (*use separate page(s) if necessary*).
2. Please refer to the attachment checklist for additional materials necessary to evaluate the proposed work.

Description of proposed work:

REPLACE THE WEST BRICK WALL WITH NEW BRICK. THE OLD  
BRICK HAS TO BE REPLACED DUE TO MOISTURE IN THE WALL.  
NEW BRICK WILL BE MATCHED TO THE CURRENT BRICK, AS CLOSE  
A POSSIBLE. See Attached.

  
Signature

1-16-2019  
Date

Submit this form and all necessary attachments (see checklist) at least 14 days before the Historic Preservation Commission meeting to the City of Belton Planning Department, 333 Water Street, P. O. Box 120, Belton, Texas 76513; ph. 254-933-5812.

203 South Penelope – Central Fire Station



Brick will be removed and replaced  
With brick that closely matches the  
brick to the east (Right - closer to Penelope).

**Planning Department**

Date \_\_\_\_\_

Recommended \_\_\_\_\_

Rejected \_\_\_\_\_

**FACADE IMPROVEMENT GRANT PROGRAM  
APPLICATION**

Applicant's Name: Jeremy Allamon Date: 2-13-19  
Business Name: City of Belton  
Contact Person: Jeremy Allamon  
Mailing Address: PO Box 120 Belton, Tx 76513  
Phone: 254 933 5823 Fax: 254 933 5811  
E-mail: jallamon@belton.texas.gov

**Details of Planned Improvements (attach additional paper if necessary).**

Replacement of partial porch on North and  
South wall. Full replacement of brick on  
West wall. Interior remodel of Central Fire Station.

If you are using a contractor (not required), please list the names of contractors from whom you have received proposals (list in order of preference):

1. Ronnie Fritz Masonry
2. Sauceda Masonry
3. Christopher Abel Lopez Masonry

Bids shall be submitted on the contractor's letterhead and shall contain the contractor's name, address, telephone number, and shall itemize the bid in a manner that allows city staff to determine the authenticity of the bid. If you are doing the work yourself, please have costs or bids prepared for materials and labor.

Total cost of improvement project: \$ 20,405

Amount of Grant requested: \$ 10,000

Amount to be paid by the applicant: \$ 10,405

Anticipated completion date: Aug 1, 2019

[Signature]  
Applicant's signature

2-13-19  
Date



Ronnie  
FRITZ MASONRY

906 Mary Jane  
Belton, Texas 76513

254-718-3375

PROPOSAL

JANUARY 7, 2019

BILL TO

City of Belton  
333 Water Street  
Belton, Texas 76513

SHIP TO

Same as recipient

INSTRUCTIONS

This proposal valid for 45 days

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Wall demolition see A below		
10,000	New brick and materials cost		
	Masonry – Skilled labor to lay back brick walls		
	Total Proposal		\$17,025.00

HAUL OFF: \$1,600  
NETTING: \$1,780

TOTAL: \$20,405.00

A

City will dispose of all debris

Thank you for your business

# Estimate

SAUCEDA MASONRY  
1205 SHARON RD.  
BELTON, TX 76513

Estimate Number: E181222345  
Estimate Date: 12/22/2018  
Payment Terms: Due On Receipt  
Estimate Amount: 20,000.00  
Created By: Sergio Saucedo

Billing Address  
City Of Belton  
Belton, TX 76513

Shipping Address  
City Of Belton  
Belton, TX 76513

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1201	Firestation Belton Tear down and re-brick back and side walls on the Belton fire station. Labor and materials.	1.00	20,000.00		20,000.00

Subtotal: \$ 20,000.00

Estimate Amount \$ 20,000.00

\* INCLUDES HAUL OFF  
\$ 2,500.00 EXPENSE  
\* NETTING NOT INCLUDED

# Christopher Abel Lopez

## Masonry

January 14, 2019

### Brick Work

Take down brick walls on north, south, and west side of building..... Replace walls with new brick and clean up:

\$23,324.75 Turnkey

Christopher A. Lopez Cell (254) 931-8563

# HPC CASE # H-19-05 AERIAL



## REQUEST

FULL REPLACEMENT OF  
BRICK ON WEST WALL.  
PARTIAL REPLACEMENT OF  
BRICK ON NORTH AND SOUTH  
WALLS

## LEGAL DESCRIPTION:

BELTON ORIGINAL, BLOCK 013,  
LOT 1, 2, FR 5, 6, (FR OF 5 & 6),

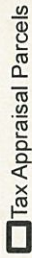
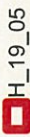
## PROPERTY OWNER:

CITY OF BELTON

## ADDRESS/LOCATION:

203 S PENELOPE ST

## Legend



Map Date: 2/19/2019 Aerial Imagery Date: 2018

0 50 100 200 Feet



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



Author: Anthony Nutgrass, City of Belton Path: E:\City of Belton Projects\Folders\Maps and Data\Zoning Cases\H-19-05\H-19-05.mxd

200' Property Owner Notification Area

## REQUEST

FULL REPLACEMENT OF BRICK ON WEST WALL.  
PARTIAL REPLACEMENT OF BRICK ON NORTH AND SOUTH WALLS

## LEGAL DESCRIPTION:

BELTON ORIGINAL, BLOCK 013, LOT 1, 2, FR 5, 6, (FR OF 5 & 6),

## PROPERTY OWNER:

CITY OF BELTON

## ADDRESS/LOCATION:

203 S PENELOPE ST

## Legend

- 200' Property Owner Notification Area
- H\_19\_05
- Tax Appraisal
- Historic District**
- Downtown Belton
- Commercial Historic District



**NOTICE OF APPLICATION  
FOR A  
CERTIFICATE OF APPROPRIATENESS REQUEST  
IN THE  
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: THE CITY OF BELTON,  
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 203 SOUTH PENELOPE STREET,  
LOCATED IN THE DOWNTOWN BELTON COMMERCIAL HISTORIC DISTRICT,  
FOR THE REPLACEMENT OF PORTIONS OF DAMAGED BRICK FACADES.

THE HISTORIC PRESERVATION COMMISSION WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT  
**5:00 P.M., Thursday, February 28, 2019** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N.  
ALEXANDER, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN  
BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS REQUESTED CHANGE BY  
COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW. IF YOU HAVE ANY QUESTIONS, PLEASE  
CONTACT THE PLANNING DEPARTMENT AT 254-933-5812.

IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY  
CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

---

*Circle One*

AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUEST PRESENTED IN THE APPLICATION  
ABOVE FOR THE REASONS EXPRESSED BELOW:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**PLANNING DEPARTMENT  
CITY OF BELTON  
P. O. Box 120  
BELTON, TEXAS 76513  
254-933-5812**

1799 ALLEN, CARL HUDSON JR 3410 CLARKSBURG DR AUSTIN, TX 78745-5820	8902 AMBRECO FAMILY LP 200 E CENTRAL AVE BELTON, TX 76513-3238	205289 BAKER, ZECHARIAH LYNN ETUX SARA HARRIS 164 SHERIDAN LOOP BELTON, TX 76513
43277 BEGLEY, RODNEY SHANE ETUX MICHELLE 511 QUALLA DR HARKER HEIGHTS, TX 76548	8029 BELL COUNTY PO BOX 768 BELTON, TX 76513-0768	96857 BELL COUNTY PO BOX 768 BELTON, TX 76513-0768
9927 BIGHAM, SANDRA J 2006 N EAST ST BELTON, TX 76513-2052	9928 BIGHAM, SANDRA J 2006 N EAST ST BELTON, TX 76513-2052	8028 BOSTON, NANCY 12435 FM 2305 BELTON, TX 76513-5438
56862 CEDON REALTY LTD PO BOX 1928 TEMPLE, TX 76503-1928	20405 CITY OF BELTON PO BOX 120 BELTON, TX 76513-0120	20410 CITY OF BELTON PO BOX 120 BELTON, TX 76513-0120
20412 CITY OF BELTON PO BOX 120 BELTON, TX 76513-0120	20424 CITY OF BELTON PO BOX 120 BELTON, TX 76513-0120	20427 CITY OF BELTON PO BOX 120 BELTON, TX 76513-0120
92023 COMPASS BANK HOUSTON PO BOX 10566 BIRMINGHAM, AL 35296-0002	50961 HOLLE, DENNIS C ETUX NANCY J PO BOX 908 BELTON, TX 76513-0908	107861 JESUS ACTS IN INMATES LIVES INC PO BOX 634 BELTON, TX 76513-0634
73179 MESSER, JOHN ETAL PO BOX 969 BELTON, TX 76513-0969	75449 MONTEITH ABSTRACT & TITLE CO INC PO BOX 178 BELTON, TX 76513-0178	75450 MONTEITH ABSTRACT & TITLE CO INC PO BOX 178 BELTON, TX 76513-0178
118794 MONTEITH ABSTRACT & TITLE COMPANY PO BOX 178 BELTON, TX 76513-0178		

**East side facing Penelope St.  
(No change or brick removal on this side.)**



**North side facing Water St.**  
**(No change or brick removal on this side.)**



**South side facing The Gin area/Nolan Creek.**

**(Half of the brick will be removed and replaced on the South side.)**

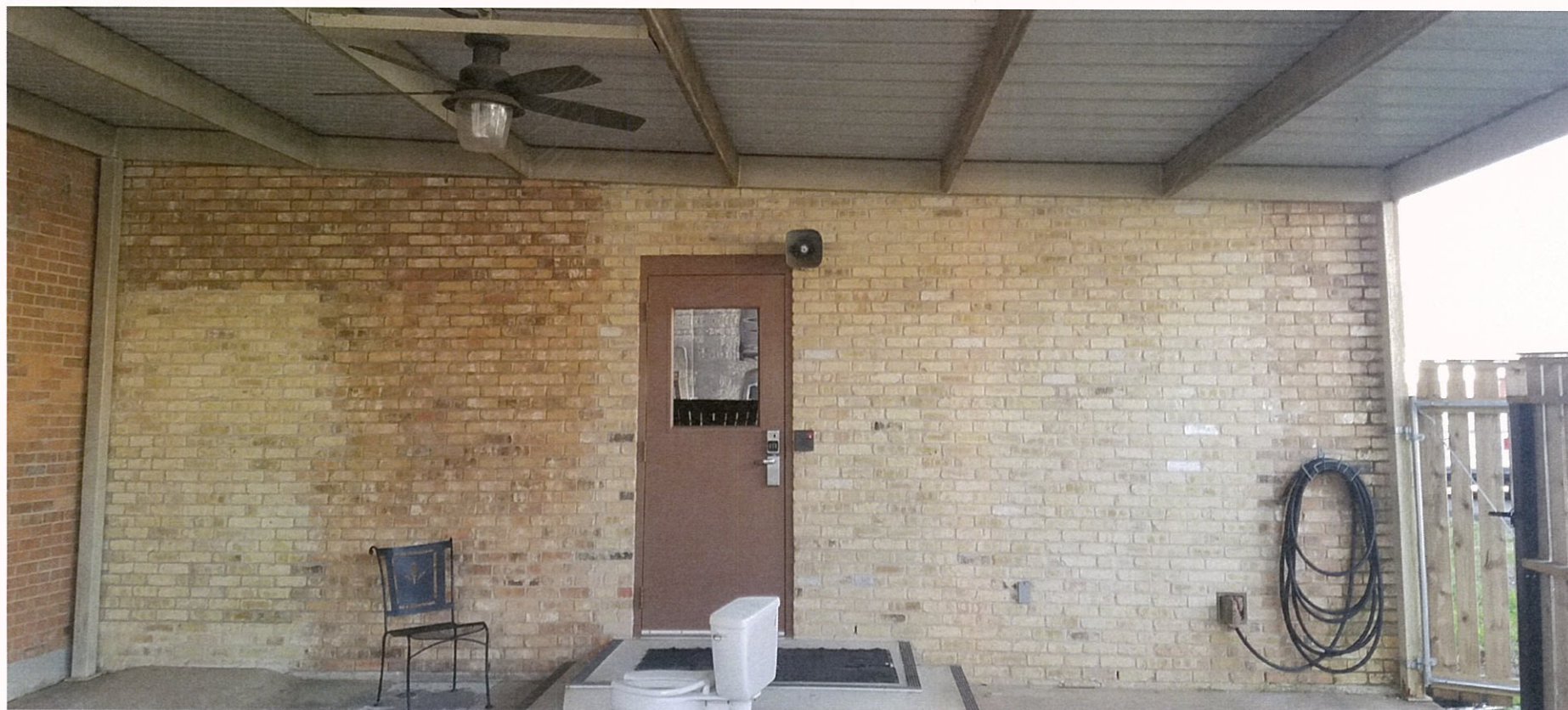


**West side facing parking lot.**

**(All brick will be removed and replaced on the West side.)**



**Under canopy that faces Water St.  
(All brick shown will be removed.)**



**New brick shown next to existing brick.**



Minutes of the  
**Historic Preservation Commission (HPC)**  
City of Belton  
333 Water Street  
Thursday, February 28, 2019

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The Historic Preservation Commission met at 5:00 P.M. in the Wright Room at the Harris Community Center. The following members were present: Dorothy Coppin, Barrett Covington, Tammie Baggerly and Ann Carpenter. The following staff members were present: Director of Planning Cheryl Maxwell, Planner and HPC Officer Kelly Atkinson, IT Specialist Ryan Brown and Planning Clerk Laura Livingston. Chair Sheila Donahue was absent.

**3. H-19-05 Consider a Certificate of Appropriateness (COA) application and Façade Improvement Grant (FIG) request to replace damaged brick on the building at 203 South Penelope Street, located in the Downtown Belton Commercial Historic District on the southwest corner of Water Street and South Penelope Street.**

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

Ms. Baggerly opened the public hearing and with no one requesting to speak, she closed the public hearing.

Ms. Coppin made a motion to approve item H-19-05. Ms. Carpenter seconded the motion for the COA application and FIG request. The item was approved 4 ayes, 0 nays.



# Staff Report – City Council Agenda Item

## Agenda Item #7

Consider authorizing the City Manager to accept offers and take all necessary steps to conclude right-of-way acquisition for parcels to be acquired by TxDOT for the Loop 121 widening project as follows:

- A. Parcel 56, located adjacent to the City's Water Tower, at the northeast corner of Loop 121 and Huey Road;
- B. Parcel 48 and 48E located on the east side of Loop 121, south of the intersection of Avenue O);
- C. Parcel 46 and 46E, located at Loop 121 and Old Avenue D; and
- D. Parcel 4, located at the northeast corner of Loop 121 and Sparta Road.

## Originating Department

Administration – Sam A. Listi, City Manager

## Summary Information

The City has identified the Loop 121 widening project, between FM 439 and IH 35, as its highest TxDOT priority project. TxDOT has surveyed and appraised ROW parcels needed for the Loop 121 widening project, and has identified these four City-owned parcels as needed for the project. An Executive Summary from each appraisal is attached, providing the analysis, maps, comps, and a Recommended Overall Compensation Summary in each case. Proposed compensation to the City for each parcel follows below.

### A. Parcel 56: Loop 121/Huey, west of water tower site

a. 0.0692 ac ROW (approx.. 15'x200')	\$18,782
b. Cost to cure	<u>+1,748</u>
	\$20,530 TOTAL

### B. Parcel 48 and 48E:

a. 0.1513 ac ROW	\$33,933
b. 0.0399 ac Perm. Drainage Easement	+ 7,748
c. Cost to cure	<u>+ 1,919</u>
	\$43,600 TOTAL

C. Parcel 46 and 46E: Loop 121/Old Avenue D

a. 0.0087 ac ROW	\$2,863
b. 0.0091 ac Perm Drainage Easement	+1,867
c. Cost to cure	<u>+ 703</u>
	\$5,433 TOTAL

D. Parcel 4: Loop 121/Sparta

a. 0.0816 acre	\$5,330 TOTAL
----------------	---------------

In each case, an additional \$3,000, (\$12,000) total, will be provided to City in conjunction with a "Possession and Use Agreement". This increases total compensation to City to \$86,893.

**Fiscal Impact**

Amount: \$86,893 to City

Budgeted: ☐ Yes ☐ No ☐ Capital Project Funds

If not budgeted: ☐ Budget Transfer ☐ Contingency ☐ Amendment Needed

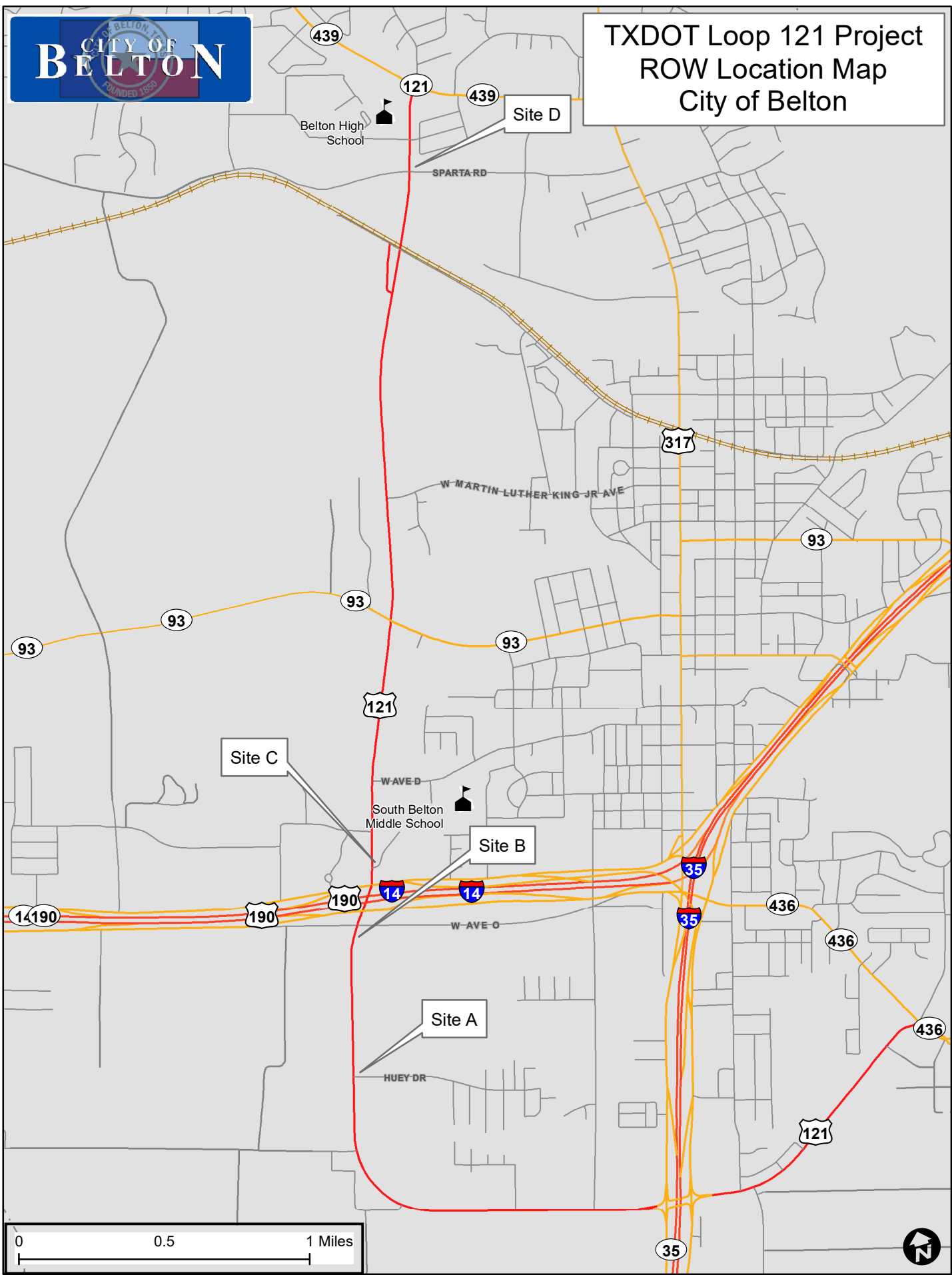
**Recommendation**

Recommend authorizing the City Manager to accept offers and take all necessary steps to conclude ROW acquisition for parcels to be acquired by TxDOT for the Loop 121 widening project.

**Attachments**

- TxDOT Loop 121 Project ROW Location Map, COB
- Parcel 56 Survey Information
- Parcel 48 and 48E Survey Information
- Parcel 46 and 46E Survey Information
- Parcel 4 Survey Information
- PowerPoint presentation

# TXDOT Loop 121 Project ROW Location Map City of Belton



## IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS

### EXECUTIVE SUMMARY

Parcel #:	Parcel 56																	
Property Owner:	City of Belton																	
Property Location:	EL of State Loop 121, N of Huey Rd (1210 Huey Dr), Belton, Bell County, TX																	
<table><tr><th colspan="3">PROPERTY COMPONENT SUMMARY</th></tr><tr><td>Component</td><td>Acres</td><td>SF</td></tr><tr><td>Whole Property</td><td>±0.6900 acres</td><td>±30,056 SF</td></tr><tr><td>Fee Simple Acquisition</td><td>±0.0692 acres</td><td>±3,013 SF</td></tr><tr><td>Remainder</td><td>±0.6208 acres</td><td>±27,043 SF</td></tr></table>				PROPERTY COMPONENT SUMMARY			Component	Acres	SF	Whole Property	±0.6900 acres	±30,056 SF	Fee Simple Acquisition	±0.0692 acres	±3,013 SF	Remainder	±0.6208 acres	±27,043 SF
PROPERTY COMPONENT SUMMARY																		
Component	Acres	SF																
Whole Property	±0.6900 acres	±30,056 SF																
Fee Simple Acquisition	±0.0692 acres	±3,013 SF																
Remainder	±0.6208 acres	±27,043 SF																
	Whole Property	Remainder After																
Highest & Best Use As if Vacant:	Commercial.	Commercial.																
Highest & Best Use As Improved:	Public water storage use.	Public water storage use.																
Shape:	Basically rectangular.	Basically rectangular.																
Topography:	Generally level.	Generally level.																
Floodplain %:	0%	0%																
Utilities:	Electricity and water available.																	
Additional Public Services:	Police, fire, and emergency medical services are provided by Bell County.																	
Zoning:	A- Agricultural																	
Easements/ Encumbrances:	A utility easement is granted to Texas Power & Light Company (V.453 P.36), and an easement to Dog Ridge Water Supply Corp (V.1439 P.742). The site appears to be accessed by Huey Rd through the adjacent property to the south; however an access easement was not reported by the title commitment. No adverse easements are noted.																	
Improvements (Whole):	Improved with an elevated water storage tank and attendant site improvements.																	
Appraisal Issues:	The main improvement is not impacted and has not been included. Minimal site improvements are located in the proposed acquisition and are valued herein. The subject remainder land will be of adequate size and shape for development to its highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition.																	

## *IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS*

---

Effective Date of the Appraisal:

October 1, 2018

Date of the Report:

October 22, 2018

Appraiser:

Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land and impacted site improvements-if any)	\$126,954	
Part to Be Acquired		\$18,782
Remainder Before the Acquisition	\$108,172	
Remainder After the Acquisition	\$108,172	
Damages/(Enhancements)		\$0
Cost to Cure		\$1,748
Total Recommended Compensation		\$20,530

### PHOTOGRAPHS OF SUBJECT PROPERTY

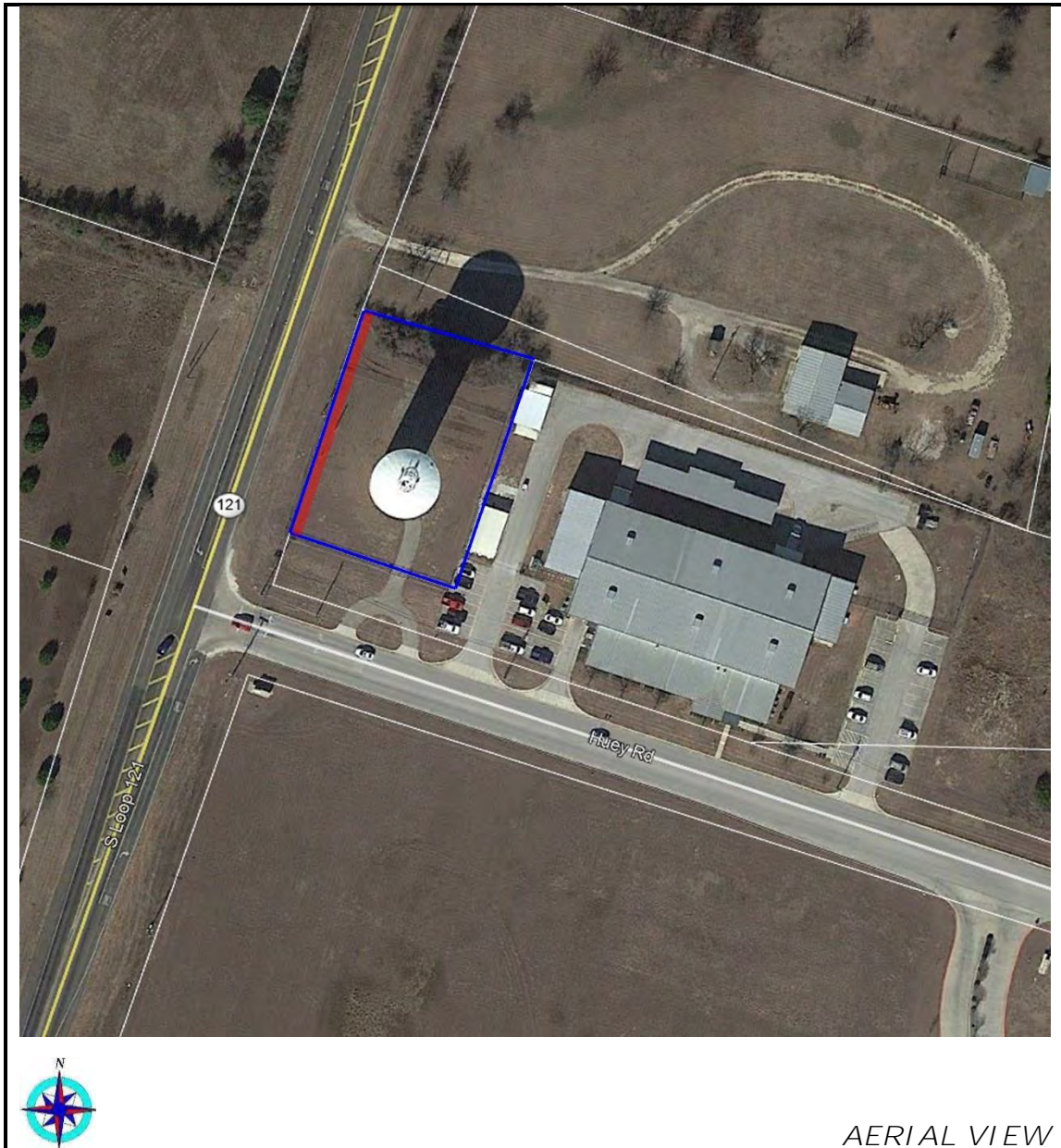
Include Each Major Improvement

Parcel No.: Parcel 56

Date Taken: 2018

1. Point from which taken: Aerial

Local Address: EL of State Loop 121, N of Huey Rd (1210 Huey Dr), Belton, Bell County, TX  
Taken By: Google  
Looking: At subject property



\*Blue: Property Boundary (estimated by appraiser)  
\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 56

Local Address: EL of State Loop 121, N of Huey Rd  
(1210 Huey Dr), Belton, Bell County,  
TX

Date Taken: 10/1/18

Taken By: Lory R. Johnson, MAI, SR/WA

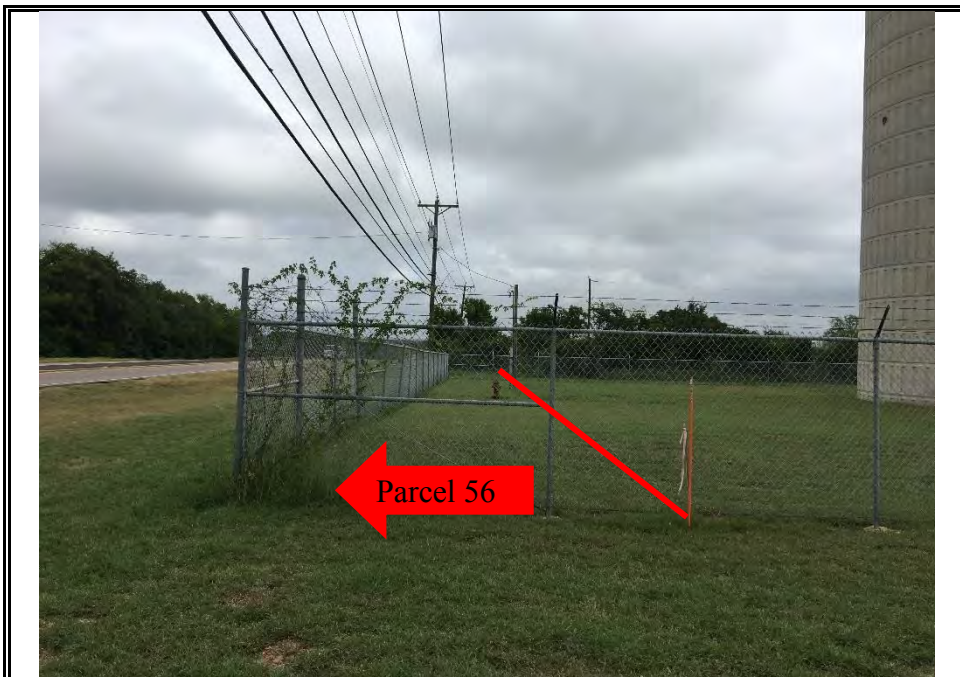
1. Point from which taken: State Loop 121

Looking: Front of subject property



2. Point from which taken: Adjacent property

Looking: Proposed acquisition



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 56

Local Address: EL of State Loop 121, N of Huey Rd  
(1210 Huey Dr), Belton, Bell County,  
TX

Date Taken: 10/1/18

Taken By: Lory R. Johnson, MAI, SR/WA

1. Point from which taken: State Loop 121

Looking: Proposed acquisition



2. Point from which taken: State Loop 121

Looking: Front of property



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 56

Local Address: EL of State Loop 121, N of Huey Rd  
(1210 Huey Dr), Belton, Bell County,  
TX

Date Taken: 9/20/18

Taken By: Lory R. Johnson, MAI, SR/WA

1. Point from which taken: State Loop 121

Looking: Fencing in acquisition

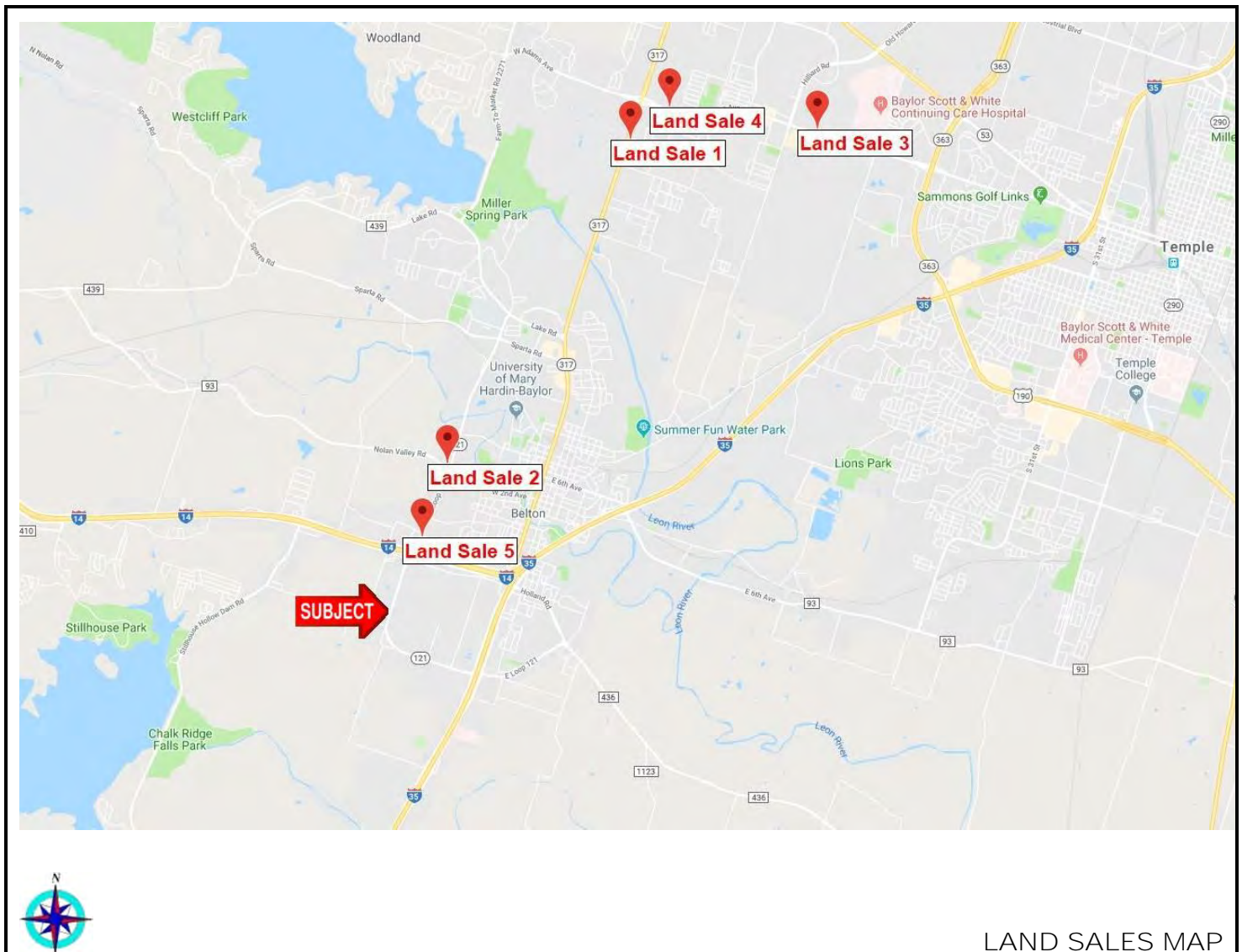


2. Point from which taken: State Loop 121

Looking: State Loop 121 (subject to the right)



## SALES COMPARISON APPROACH – LAND VALUE



LAND SALES SUMMARY				
#	LOCATION	DATE OF SALE	\$/SF	LAND SIZE (ACRES)
1	SEC of SH 317 and Tarver Dr (6499 SH 317), Temple, Bell County, TX	09/05/17	\$5.36	±2.749
2	NL of FM 93 (2nd Ave), W of State Loop 121 (1309 W 2nd Ave), Belton, Bell County, TX	06/13/17	\$3.10	±1.849
3	NL of W Adams Ave (FM 2305), E of Hilliard Rd (6490 W Adams Ave), Temple, Bell County, TX	05/10/17	\$5.00	±4.817
4	NL of W Adams Ave (FM 2305), E of SH 317 and SL of Adams Ln (8938 W Adams Ave), Temple, Bell County, TX	03/30/17	\$6.75	±0.500
5	EL of State Loop 121, N of US 190 and WL of Old Ave D (818 S State Loop 121), Belton, Bell County, TX	01/13/16	\$7.93	±1.419
Subject	EL of State Loop 121, N of Huey Rd (1210 Huey Dr), Belton, Bell County, TX			±0.6900 acres

Source: Atrium Real Estate Services 10/2018

**EXPLANATION OF DAMAGES (if any):** Please see below.

**COMPENSATION SUMMARY**

**WHOLE PROPERTY:**

The market value of the whole property is \$126,954

**PART TO BE ACQUIRED:**

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$18,782

**REMAINING PROPERTY:**

The value of the remainder immediately before the acquisition is \$108,172  
 Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$108,172

**NET DAMAGES OR <ENHANCEMENTS>, if any** \$0  
**ACCESS:**

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0

**Cost to Cure** \$1,748

**TOTAL COMPENSATION** \$20,530

**Damages or Enhancements**

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

**Cost to Cure**

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition. In order to calculate the Cost to Cure for these improvements, a replacement cost new has been obtained from local contractors and/or Marshall Valuation Service. The as-is (depreciated) value of the existing improvement in the part to be acquired (if included) and the damages (if any) have been deducted from the replacement cost new. The following chart illustrates the individual unit figures for the Total Cost-to-Cure:

## COMPENSATION SUMMARY

Type of Improvement	MSV Section/Page	Base Range	Current Cost Multiplier	Local Cost	Soft Costs	Entrepreneurial Incentive	Adjusted range	Estimate
Chain link fence, 8' with 3- strand barbed wire (LF)	Fences By Farr - Jerry Van Meter 254-498-2068 (Temple)			Cost	1.10	1.15	\$35.42	\$38.00/LF
				\$28.00				
				\$32.00				

COST TO CURE						
Improvement	Size	\$ per unit	Cost New	Included in Part to be Acquired	Damages	Difference
Chain link fence- front (LF)	200	\$38.00	\$7,600	(\$5,852)	\$0	\$1,748
Difference (Cost to Cure)						\$1,748

## IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS

### EXECUTIVE SUMMARY

Parcel #:	Parcel 48, 48E	
Property Owner:	Belton Volunteer Fire Department	
Property Location:	Wraps the SEC of State Loop 121 and Ave O, Belton, Bell County, TX	
	<b>PROPERTY COMPONENT SUMMARY</b>	
	Component	Acres SF
	Whole Property	±5.4150 acres ±235,877 SF
	Fee Simple Acquisition	±0.1513 acres ±6,590 SF
	Permanent Drainage Easement	±0.0399 acres ±1,739 SF
	Remainder	±5.2637 acres ±229,287 SF
	Remainder Unencumbered	±5.2238 acres ±227,548 SF
	Whole Property	Remainder After
Highest & Best Use As if Vacant:	Commercial.	Commercial.
Highest & Best Use As Improved:	Not applicable.	Not applicable.
Shape:	Irregular.	Irregular.
Topography:	Generally level.	Generally level.
Floodplain %:	0%	0%
Utilities:	All utilities available.	
Additional Public Services:	Police, fire, and emergency medical services are provided by Bell County.	
Zoning:	PD- C1- Planned Development- Commercial 1	
Easements/ Encumbrances:	A utility easement is granted to Texas Power & Light Company (V.453 P.139), a utility easement is granted to Southwester Bell Telephone Company (V.483 P.159), a utility easement is granted to the City of Belton (Doc No. 2009-00035203). No adverse easements are noted.	
Improvements (Whole):	Vacant land with minimal site improvements.	
Appraisal Issues:	Minimal site improvements are located in the proposed acquisition and are valued herein. The subject remainder land will be of adequate size and shape for development to its highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition.	

## *IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS*

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Effective Date of the Appraisal:

October 1, 2018

Date of the Report:

December 17, 2018

Appraiser:

Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land and impacted site improvements-if any)	\$1,065,725	
Fee Simple Acquisition		\$33,933
Permanent Drainage Easement		\$7,748
Remainder Before the Acquisition	\$1,024,044	
Remainder After the Acquisition	\$1,024,044	
Damages/(Enhancements)		\$0
Cost to Cure		\$1,919
Total Recommended Compensation		\$43,600

### PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 48, 48E

Date Taken: 2018

1. Point from which taken: Aerial

Local Wraps the SEC of State Loop 121 and Ave

Address: O, Belton, Bell County, TX

Taken By: Google

Looking: At subject property



\*Blue: Property Boundary (estimated by appraiser)

\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

\*Green: Proposed Permanent Drainage Easement Acquisition (estimated by appraiser)

**EXPLANATION OF DAMAGES (if any):** Please see below.

**COMPENSATION SUMMARY**

**WHOLE PROPERTY:**

The market value of the whole property is \$1,065,725

**PART TO BE ACQUIRED:**

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$41,681

**REMAINING PROPERTY:**

The value of the remainder immediately before the acquisition is \$1,024,044  
 Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$1,024,044

**NET DAMAGES OR <ENHANCEMENTS>, if any** \$0  
**ACCESS:**

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0

**Cost to Cure** \$1,919

**TOTAL COMPENSATION** \$43,600

**Damages or Enhancements**

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

**Cost to Cure**

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition. In order to calculate the Cost to Cure for these improvements, a replacement cost new has been obtained from local contractors and/or Marshall Valuation Service. The as-is (depreciated) value of the existing improvement in the part to be acquired (if included) and the damages (if any) have been deducted from the replacement cost new. The following chart illustrates the individual unit figures for the Total Cost-to-Cure:

# IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS

## EXECUTIVE SUMMARY

Parcel #:	Parcel 46, 46E																						
Property Owner:	City of Belton																						
Property Location:	NEC of State Loop 121 and Old Ave D, Belton, Bell County, TX																						
	<table><tr><th colspan="3">PROPERTY COMPONENT SUMMARY</th></tr><tr><th>Component</th><th>Acres</th><th>SF</th></tr><tr><td>Whole Property</td><td>±0.1600 acres</td><td>±6,970 SF</td></tr><tr><td>Fee Simple Acquisition</td><td>±0.0087 acres</td><td>±377 SF</td></tr><tr><td>Permanent Drainage Easement</td><td>±0.0091 acres</td><td>±397 SF</td></tr><tr><td>Remainder</td><td>±0.1513 acres</td><td>±6,593 SF</td></tr><tr><td>Remainder Unencumbered</td><td>±0.1422 acres</td><td>±6,196 SF</td></tr></table>		PROPERTY COMPONENT SUMMARY			Component	Acres	SF	Whole Property	±0.1600 acres	±6,970 SF	Fee Simple Acquisition	±0.0087 acres	±377 SF	Permanent Drainage Easement	±0.0091 acres	±397 SF	Remainder	±0.1513 acres	±6,593 SF	Remainder Unencumbered	±0.1422 acres	±6,196 SF
PROPERTY COMPONENT SUMMARY																							
Component	Acres	SF																					
Whole Property	±0.1600 acres	±6,970 SF																					
Fee Simple Acquisition	±0.0087 acres	±377 SF																					
Permanent Drainage Easement	±0.0091 acres	±397 SF																					
Remainder	±0.1513 acres	±6,593 SF																					
Remainder Unencumbered	±0.1422 acres	±6,196 SF																					
*For valuation purposes, the subject property has been combined with the adjacent commercial tract to the west for a total land size of ±1.584 acres (±68,999 SF) (See Scope of Work).																							
	Whole Property	Remainder After																					
Highest & Best Use As if Vacant:	Assemblage for commercial.	Assemblage for commercial.																					
Highest & Best Use As Improved:	Not applicable.	Not applicable.																					
Shape:	Irregular.	Irregular.																					
Topography:	Generally level.	Generally level.																					
Floodplain %:	0%	0%																					
Utilities:	All utilities available.																						
Additional Public Services:	Police, fire, and emergency medical services are provided by Bell County.																						
Zoning:	CH- Commercial Highway																						
Easements/ Encumbrances:	A 20' gas line easement through the northern portion of the property granted to TXU Gas Company (V.4299 P.148), a 0.0080 acre (±358 SF) permanent utility service line easement at the southern portion of the property granted to Belton Economic Development Corporation (Doc No. 2009-00017370), a utility easement along State Loop 121 and Old Ave D granted to Texas Power & Light Company (V.448 P.142, V.448 P.136, V.440 P.507, V.453 P.138, V.556 P.92, V.758 P.126, V.814 P.485, V.1558 P.851), a utility easement along State Loop 121 granted to Southwestern Bell Telephone Company (V.483 P.851). No adverse easements are noted.																						
Improvements (Whole):	Vacant land with minimal site improvements (monument sign and attendant site improvements). Adjacent parent tract considered for valuation purposes (See Scope of Work) is improved with a Bush's Chicken (±3,004 SF per CAD with a YOC of 2016 per CAD) and attendant site improvements (which is not considered to be impacted).																						
Appraisal Issues:	Minimal site improvements are located in the proposed acquisition and are valued herein. The size of the subject property is ±0.1600 acres (±6,970 SF), it appears to be a remnant from a previous acquisition along State Loop 121. As a stand alone tract, its highest and best use is for assemblage to be combined with an adjacent commercial tract. However the adjacent tract is under different ownership and as of the																						

## IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS

	<p>effective date of the report, the tracts are not combined in use. The subject property is a non-economic unit and its valuation herein is based on its use as assembled with an adjacent tract. For valuation purposes, this subject property has been combined with the adjacent commercial tract to the north for a total land size of <math>\pm 1.5840</math> acres (<math>\pm 68,999</math> SF). The subject remainder (as combined with the adjacent tract) land will be of adequate size and shape for development to its highest and best use after the acquisition. Without assemblage potential, the remainder is considered a non-economic unit similar to the whole property (prior to assemblage). This size and shape is considered to be within acceptable comparisons to the development in the area. It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition.</p>
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Effective Date of the Appraisal:

October 1, 2018

Date of the Report:

December 17, 2018

Appraiser:

Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land and impacted site improvements-if any)	\$34,180	
Fee Simple Acquisition		\$2,863
Permanent Drainage Easement		\$1,867
Remainder Before the Acquisition	\$29,450	
Remainder After the Acquisition	\$29,450	
Damages/(Enhancements)		\$0
Cost to Cure		\$703
Total Recommended Compensation		\$5,433

### PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 46, 46E

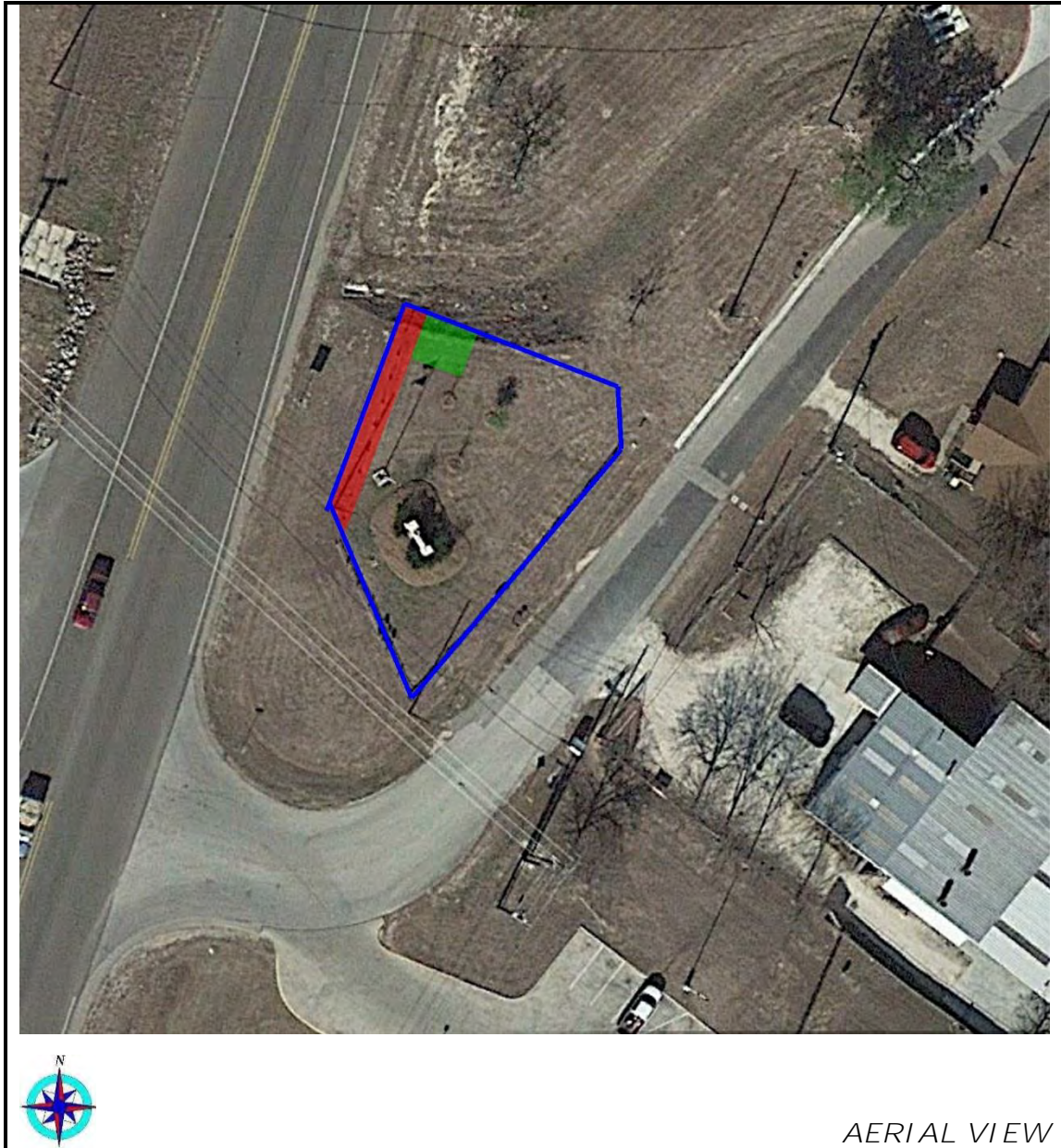
Local Address: NEC of State Loop 121 and Old Ave D,  
Belton, Bell County, TX

Date Taken: 2018

Taken By: Google

1. Point from which taken: Aerial

Looking: At subject property



\*Blue: Property Boundary (estimated by appraiser)

\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

\*Green: Proposed Permanent Drainage Easement Acquisition (estimated by appraiser)

**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 46, 46E

Date Taken: 10/1/18

1. Point from which taken: SEC of State Loop 121  
and Old Ave D

Local

Address:

Taken By:

Looking: Front of subject property (monument sign not  
in acquisition)

NEC of State Loop 121 and Old Ave D,

Belton, Bell County, TX

Lory R. Johnson, MAI, SR/WA



2. Point from which taken: SEC of State Loop 121 and Old Ave D      Looking: Proposed acquisition



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 46, 46E

Local Address: NEC of State Loop 121 and Old Ave D,  
Belton, Bell County, TX

Date Taken: 10/1/18

Taken By: Lory R. Johnson, MAI, SR/WA

1. Point from which taken: State Loop 121

Looking: State Loop 121 (subject to the right)



2. Point from which taken: Old Ave D

Looking: Old Ave D (subject to the left)



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 46, 46E

Date Taken: 9/20/18

1. Point from which taken: State Loop 121

Local

Address:

Taken By:

Looking: Front of property (monument sign not in acquisition)

NEC of State Loop 121 and Old Ave D,

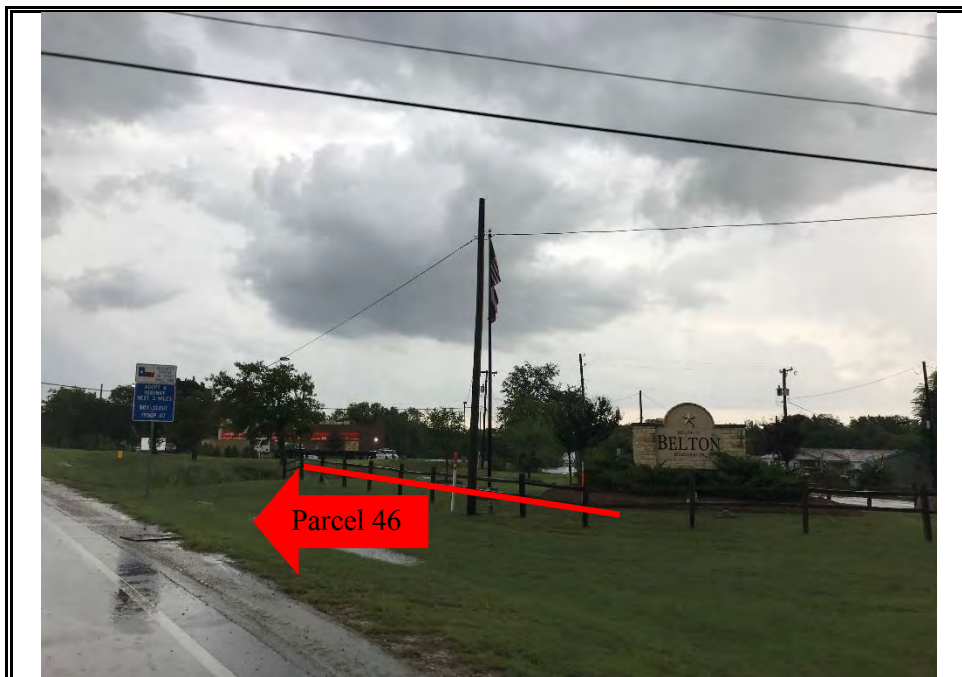
Belton, Bell County, TX

Lory R. Johnson, MAI, SR/WA



2. Point from which taken: State Loop 121

Looking: Proposed acquisition



**EXPLANATION OF DAMAGES (if any):** Please see below.

**COMPENSATION SUMMARY**

**WHOLE PROPERTY:**

The market value of the whole property is \$34,180

**PART TO BE ACQUIRED:**

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$4,730

**REMAINING PROPERTY:**

The value of the remainder immediately before the acquisition is \$29,450

Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$29,450

**NET DAMAGES OR <ENHANCEMENTS>, if any** \$0

**ACCESS:**

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0

**Cost to Cure** \$703

**TOTAL COMPENSATION** \$5,433

**Damages or Enhancements**

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

**Cost to Cure**

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition. In order to calculate the Cost to Cure for these improvements, a replacement cost new has been obtained from local contractors and/or Marshall Valuation Service. The as-is (depreciated) value of the existing improvement in the part to be acquired (if included) and the damages (if any) have been deducted from the replacement cost new. The following chart illustrates the individual unit figures for the Total Cost-to-Cure:

*COMPENSATION SUMMARY*

Type of Improvement	MSV Section/Page	Base Range	Current Cost Multiplier	Local Cost Multiplier	Soft Costs	Entrepreneurial Incentive	Adjusted range	Estimate
Wood split rail fence (LF)	Fences By Farr - Jerry Van Meter 254-498-2068 (Temple)			Cost	1.10	1.15	\$25.30	\$25.00/LF
				\$20.00				

Improvement	Size	\$ per unit	Cost New	Included in Part to be Acquired	Damages	Difference
Fencing	71	\$25.00	\$1,775	(\$1,072)	\$0	\$703
Difference (Cost to Cure)						\$703

## IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS

### EXECUTIVE SUMMARY

Parcel #:	Parcel 4																
Property Owner:	City of Belton																
Property Location:	NEC of State Loop 121 and Sparta Rd, Belton, Bell County, TX																
	<table><tr><th colspan="3">PROPERTY COMPONENT SUMMARY</th></tr><tr><th>Component</th><th>Acres</th><th>SF</th></tr><tr><td>Whole Property</td><td>±0.6662 acres</td><td>±29,020 SF</td></tr><tr><td>Fee Simple Acquisition</td><td>±0.0816 acres</td><td>±3,553 SF</td></tr><tr><td>Remainder</td><td>±0.5846 acres</td><td>±25,467 SF</td></tr></table>		PROPERTY COMPONENT SUMMARY			Component	Acres	SF	Whole Property	±0.6662 acres	±29,020 SF	Fee Simple Acquisition	±0.0816 acres	±3,553 SF	Remainder	±0.5846 acres	±25,467 SF
	PROPERTY COMPONENT SUMMARY																
	Component	Acres	SF														
	Whole Property	±0.6662 acres	±29,020 SF														
	Fee Simple Acquisition	±0.0816 acres	±3,553 SF														
Remainder	±0.5846 acres	±25,467 SF															
	Whole Property	Remainder After															
Highest & Best Use As if Vacant:	Continued use for transmission lines.	Continued use for transmission lines.															
Highest & Best Use As Improved:	Not applicable.	Not applicable.															
Shape:	Irregular.	Irregular.															
Topography:	Generally level.	Generally level.															
Floodplain %:	0%	0%															
Utilities:	All utilities available.																
Additional Public Services:	Police, fire, and emergency medical services are provided by Bell County.																
Zoning:	C2- Commercial																
Easements/ Encumbrances:	A 100' utility easement through the middle of the property to Texas Power & Light Company (V.373 P.130, V.464 P.598, V.810 P.7, V.803 P.393, V.1003 P.481, V.1034 P.473, V.2275 P.559), a 15' utility easement through the southern portion of the property to Texas Utilities Electric Company (V.2781 P.203), an encroachment and consent to public roadway easement to Oncor Electric Delivery Company (2010-00030858 and 2009-00026014). The subject property is ±90% encumbered by existing easements and is heavily impacted by the existing easements on the property.																
Improvements (Whole):	Vacant land.																
Appraisal Issues:	As shown in the field notes provided, the turning lane along Sparta Rd encroaches upon the subject property. As such, the site improvements included in the roadway have not been valued herein. No site improvements are impacted. The whole property is ±90% encumbered by the existing easements. Due to the existing easements and building setback requirements, there appears to be significant detriments to the site and will limit the development potential. The highest and best use of the property is for continued use for transmission lines. The subject remainder land will be ±90% encumbered by the existing easements. The remainder land is also considered to be impacted due to the existing easements and building setback requirements. The highest and best use of the remainder land is also for continued use for transmission lines. It is our																

## *IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS*

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	understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. No cost to cure is necessary.
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Effective Date of the Appraisal:

October 1, 2018

Date of the Report:

December 5, 2018

Appraiser:

Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value	\$43,529	
Part to Be Acquired		\$5,330
Remainder Before the Acquisition	\$38,199	
Remainder After the Acquisition	\$38,199	
Damages/(Enhancements)		\$0
Cost to Cure		\$0
Total Recommended Compensation		\$5,330

### PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 4

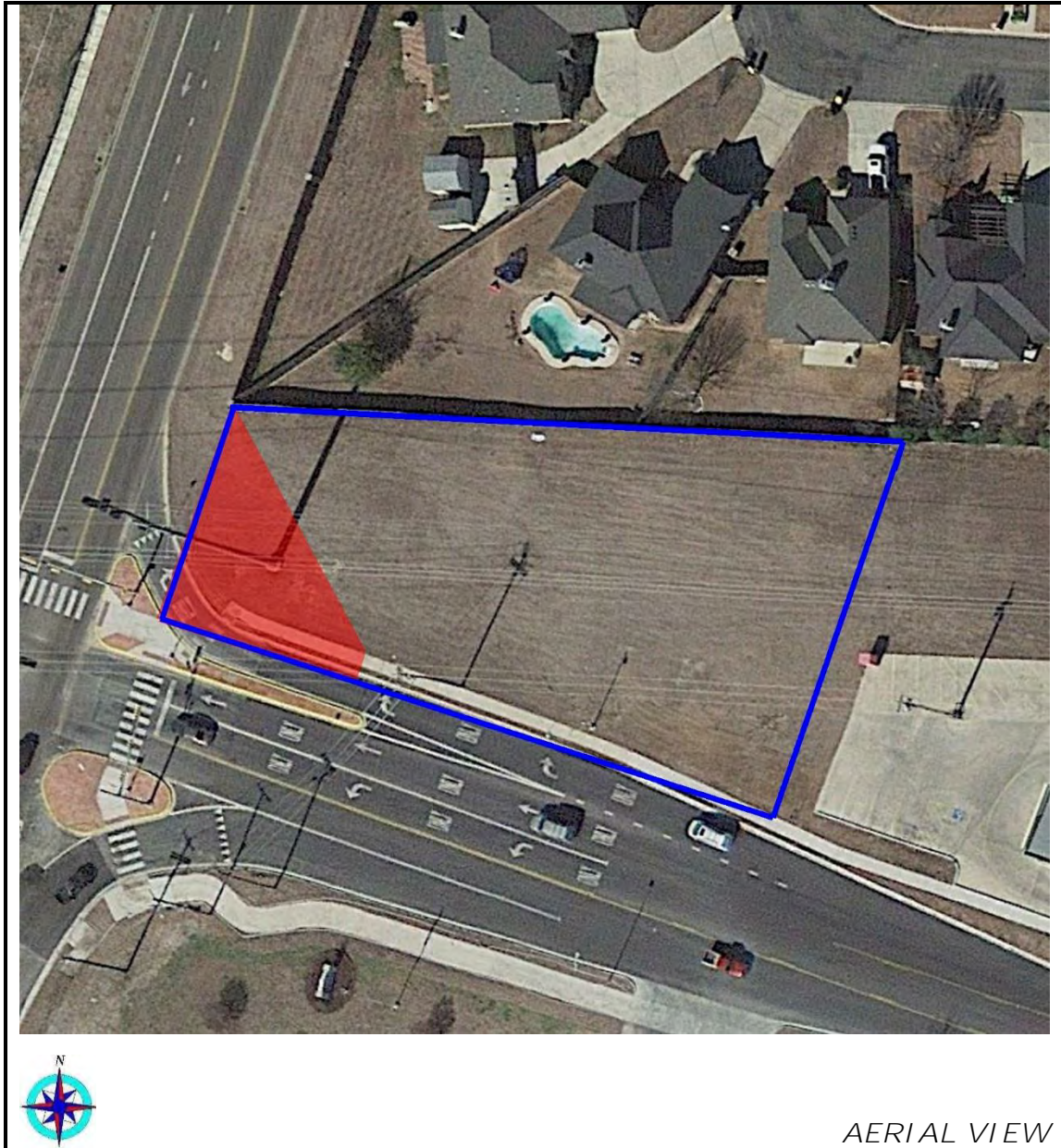
Date Taken: 2018

1. Point from which taken: Aerial

Local Address: NEC of State Loop 121 and Sparta Rd,  
Belton, Bell County, TX

Taken By: Google

Looking: At subject property



\*Blue: Property Boundary (estimated by appraiser)

\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 4

Date Taken: 10/1/18

1. Point from which taken: State Loop 121

Local Address: NEC of State Loop 121 and Sparta Rd,  
Belton, Bell County, TX  
Taken By: Lory R. Johnson, MAI, SR/WA  
Looking: Front of subject property



2. Point from which taken: Sparta Rd

Looking: Proposed acquisition



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 4

Date Taken: 10/1/18

1. Point from which taken: Sparta Rd

Local Address: NEC of State Loop 121 and Sparta Rd,  
Belton, Bell County, TX

Taken By: Lory R. Johnson, MAI, SR/WA

Looking: Proposed acquisition



2. Point from which taken: State Loop 121

Looking: State Loop 121 (subject to the right)



**EXPLANATION OF DAMAGES (if any):** Please see below.

**COMPENSATION SUMMARY**

**WHOLE PROPERTY:**

The market value of the whole property is \$43,529

**PART TO BE ACQUIRED:**

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$5,330

**REMAINING PROPERTY:**

The value of the remainder immediately before the acquisition is \$38,199

Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$38,199

**NET DAMAGES OR <ENHANCEMENTS>, if any** \$0  
**ACCESS:**

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0

**Cost to Cure** \$0

**TOTAL COMPENSATION** \$5,330

**Damages or Enhancements**

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

**Cost to Cure**

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. No cost to cure is necessary.

# City Council Item #7

## Loop 121 ROW Parcel Acquisitions by TxDOT

City Council Meeting  
March 12, 2019

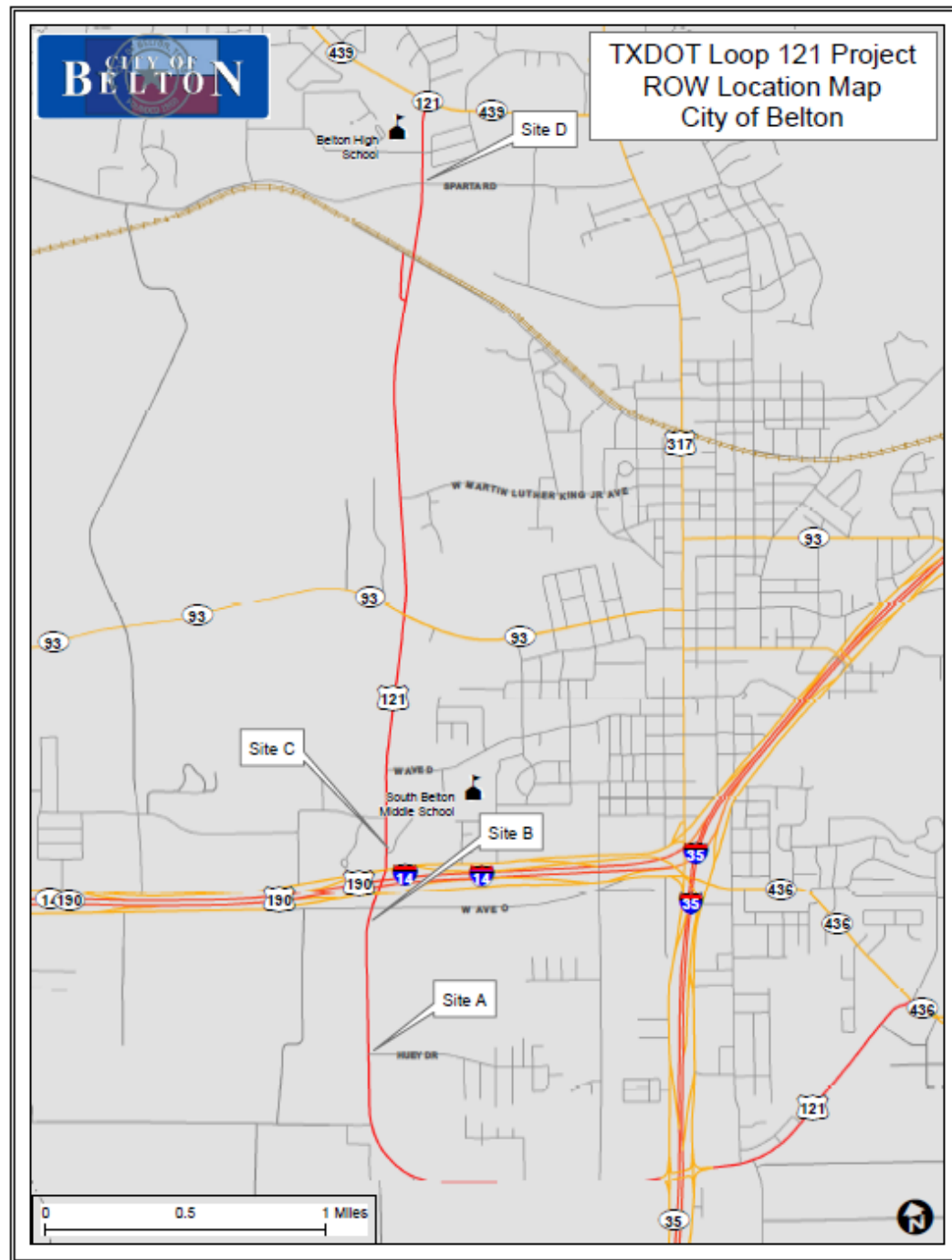




# Item #7 A, B, C, & D: TxDOT ROW Acquisition

Consider authorizing the City Manager to accept offers and take all necessary steps to conclude right-of-way acquisition for parcels to be acquired by TxDOT for the Loop 121 widening project as follows:

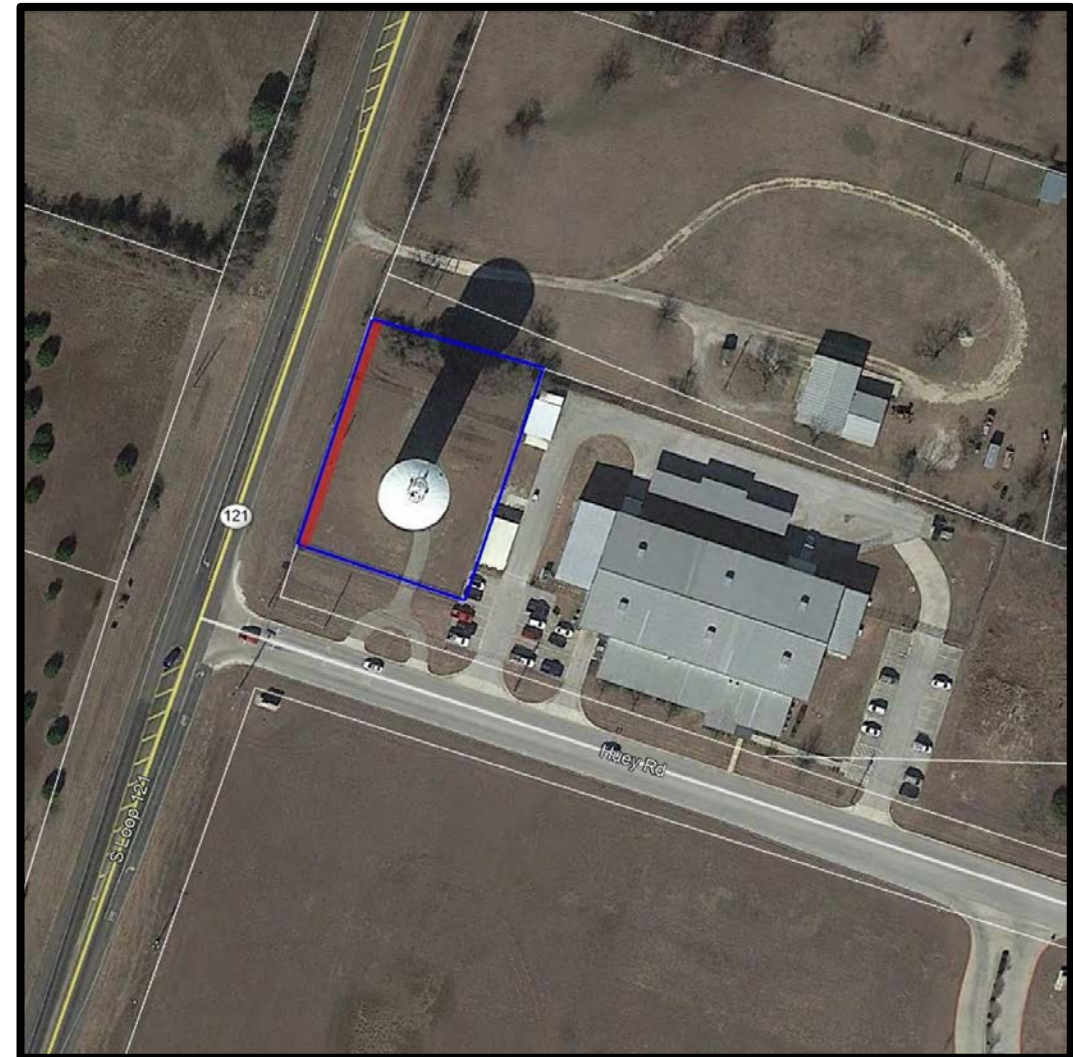
- A.Parcel 56, located adjacent to the City's Water Tower, at the northeast corner of Loop 121 and Huey Road;
- B.Parcel 48 and 48E, located on the east side of Loop 121, south of the intersection of Avenue O
- C.Parcel 46 and 46E, located at Loop 121 and Old Avenue D; and
- D.Parcel 4, located at the northeast corner of Loop 121 and Sparta Road.



# A. Parcel #56



- Located adjacent to the City's Water Tower, at the northeast corner of Loop 121 and Huey Road.





## IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS

### EXECUTIVE SUMMARY

Parcel #:	Parcel 56																	
Property Owner:	City of Belton																	
Property Location:	EL of State Loop 121, N of Huey Rd (1210 Huey Dr), Belton, Bell County, TX																	
<table><tr><th colspan="3">PROPERTY COMPONENT SUMMARY</th></tr><tr><th>Component</th><th>Acres</th><th>SF</th></tr><tr><td>Whole Property</td><td>±0.6900 acres</td><td>±30,056 SF</td></tr><tr><td>Fee Simple Acquisition</td><td>±0.0692 acres</td><td>±3,013 SF</td></tr><tr><td>Remainder</td><td>±0.6208 acres</td><td>±27,043 SF</td></tr></table>				PROPERTY COMPONENT SUMMARY			Component	Acres	SF	Whole Property	±0.6900 acres	±30,056 SF	Fee Simple Acquisition	±0.0692 acres	±3,013 SF	Remainder	±0.6208 acres	±27,043 SF
PROPERTY COMPONENT SUMMARY																		
Component	Acres	SF																
Whole Property	±0.6900 acres	±30,056 SF																
Fee Simple Acquisition	±0.0692 acres	±3,013 SF																
Remainder	±0.6208 acres	±27,043 SF																



## ***IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS***

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Effective Date of the Appraisal:

October 1, 2018

Date of the Report:

October 22, 2018

Appraiser:

Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land and impacted site improvements-if any)	\$126,954	
Part to Be Acquired		\$18,782
Remainder Before the Acquisition	\$108,172	
Remainder After the Acquisition	\$108,172	
Damages/(Enhancements)		\$0
Cost to Cure		\$1,748
Total Recommended Compensation		\$20,530



# PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 56

Date Taken: 2018

1. Point from which taken: Aerial

Local EL of State Loop 121, N of Huey Rd (1210  
Address: Huey Dr), Belton, Bell County, TX  
Taken By: Google  
Looking: At subject property



AERIAL VIEW

\*Blue: Property Boundary (estimated by appraiser)  
\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

# PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 56

Date Taken: 10/1/18

1. Point from which taken: State Loop 121

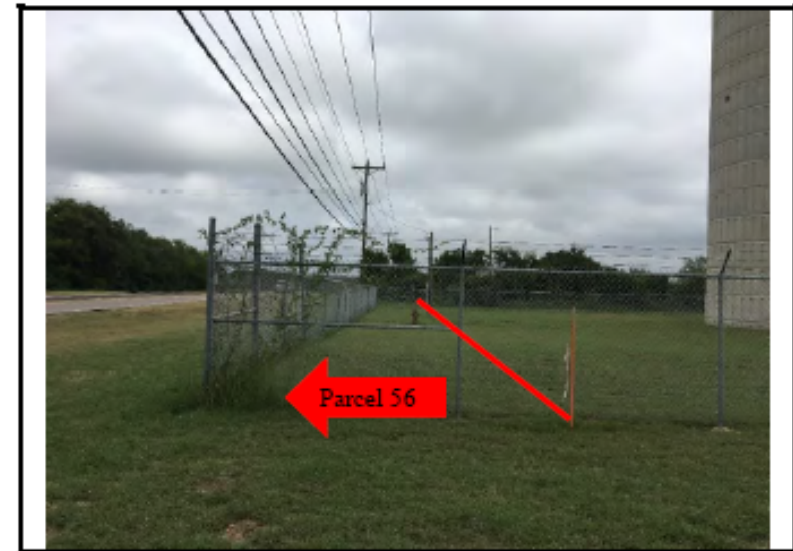
Local EL of State Loop 121, N of Huey Rd  
Address: (1210 Huey Dr), Belton, Bell County,  
TX

Taken By: Lory R. Johnson, MAI, SR/WA  
Looking: Front of subject property



2. Point from which taken: Adjacent property

Looking: Proposed acquisition



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
Include Each Major Improvement

Parcel No.: Parcel 56

Local Address: EL of State Loop 121, N of Huey Rd  
(1210 Huey Dr), Belton, Bell County,  
TX

Date Taken: 10/1/18

Taken By: Lory R. Johnson, MAI, SR/WA

1. Point from which taken: State Loop 121

Looking: Proposed acquisition



2. Point from which taken: State Loop 121

Looking: Front of property



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
Include Each Major Improvement

Parcel No.: Parcel 56

Local Address: EL of State Loop 121, N of Huey Rd  
(1210 Huey Dr), Belton, Bell County,  
TX

Date Taken: 9/20/18

Taken By: Lory R. Johnson, MAI, SR/WA

1. Point from which taken: State Loop 121

Looking: Fencing in acquisition



2. Point from which taken: State Loop 121

Looking: State Loop 121 (subject to the right)



EXPLANATION OF DAMAGES (if any): Please see below.

### COMPENSATION SUMMARY



#### WHOLE PROPERTY:

The market value of the whole property is \$126,954

#### PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is

\$18,782

#### REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is

\$108,172

Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is

\$108,172

NET DAMAGES OR <ENHANCEMENTS>, if any

\$0

#### ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of

\$0

Cost to Cure

\$1,748

**TOTAL COMPENSATION**

\$20,530



#### Damages or Enhancements

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

#### Cost to Cure

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition. In order to calculate the Cost to Cure for these improvements, a replacement cost new has been obtained from local contractors and/or Marshall Valuation Service. The as-is (depreciated) value of the existing improvement in the part to be acquired (if included) and the damages (if any) have been deducted from the replacement cost new. The following chart illustrates the individual unit figures for the Total Cost-to-Cure:

## B. Parcel #48 & 48E

- Located on the east side of Loop 121, south of the intersection of Avenue O.





## ***IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS***

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### **EXECUTIVE SUMMARY**

Parcel #:	Parcel 48, 48E
Property Owner:	Belton Volunteer Fire Department
Property Location:	Wraps the SEC of State Loop 121 and Ave O, Belton, Bell County, TX

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property	±5.4150 acres	±235,877 SF
Fee Simple Acquisition	±0.1513 acres	±6,590 SF
Permanent Drainage Easement	±0.0399 acres	±1,739 SF
Remainder	±5.2637 acres	±229,287 SF
Remainder Unencumbered	±5.2238 acres	±227,548 SF





## **IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS**

Effective Date of the Appraisal: October 1, 2018  
Date of the Report: December 17, 2018  
Appraiser: Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land and impacted site improvements-if any)	\$1,065,725	
Fee Simple Acquisition		\$33,933
Permanent Drainage Easement		\$7,748
Remainder Before the Acquisition	\$1,024,044	
Remainder After the Acquisition	\$1,024,044	
Damages/(Enhancements)		\$0
Cost to Cure		\$1,919
Total Recommended Compensation		\$43,600



**AERIAL VIEW**

\*Blue: Property Boundary (estimated by appraiser)

\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

\*Green: Proposed Permanent Drainage Easement Acquisition (estimated by appraiser)

EXPLANATION OF DAMAGES (if any): Please see below.

### COMPENSATION SUMMARY



#### WHOLE PROPERTY:

The market value of the whole property is \$1,065,725

#### PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is

\$41,681

#### REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is \$1,024,044

Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$1,024,044

NET DAMAGES OR <ENHANCEMENTS>, if any

\$0

#### ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of

\$0

Cost to Cure

\$1,919

#### TOTAL COMPENSATION

\$43,600



#### Damages or Enhancements

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

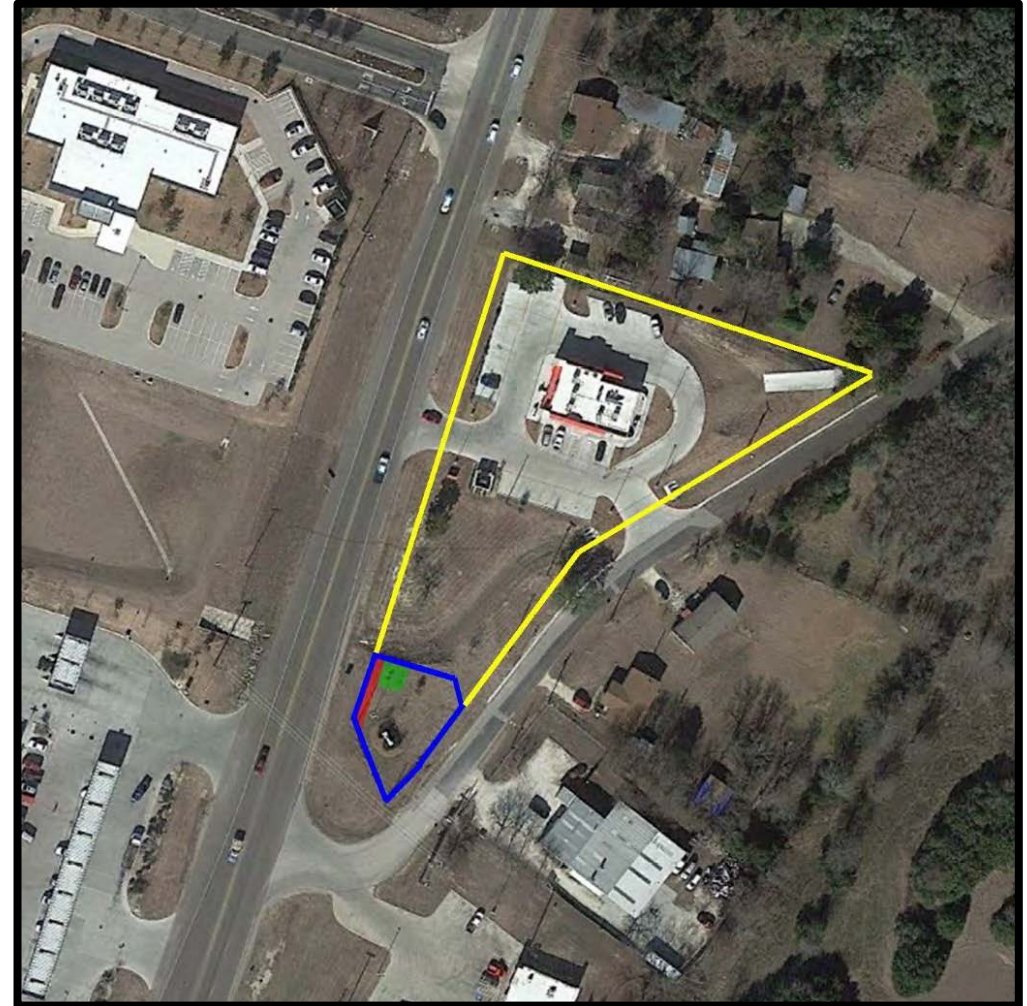
#### Cost to Cure

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition. In order to calculate the Cost to Cure for these improvements, a replacement cost new has been obtained from local contractors and/or Marshall Valuation Service. The as-is (depreciated) value of the existing improvement in the part to be acquired (if included) and the damages (if any) have been deducted from the replacement cost new. The following chart illustrates the individual unit figures for the Total Cost-to-Cure:



# C. Parcel #46 & 46E

- Located at Loop 121 and Old Avenue D.





## **IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS**

### **EXECUTIVE SUMMARY**

Parcel #:	Parcel 46, 46E																							
Property Owner:	City of Belton																							
Property Location:	NEC of State Loop 121 and Old Ave D, Belton, Bell County, TX																							
<table><tr><th colspan="3">PROPERTY COMPONENT SUMMARY</th></tr><tr><th>Component</th><th>Acres</th><th>SF</th></tr><tr><td>Whole Property</td><td>±0.1600 acres</td><td>±6,970 SF</td></tr><tr><td>Fee Simple Acquisition</td><td>±0.0087 acres</td><td>±377 SF</td></tr><tr><td>Permanent Drainage Easement</td><td>±0.0091 acres</td><td>±397 SF</td></tr><tr><td>Remainder</td><td>±0.1513 acres</td><td>±6,593 SF</td></tr><tr><td>Remainder Unencumbered</td><td>±0.1422 acres</td><td>±6,196 SF</td></tr></table>				PROPERTY COMPONENT SUMMARY			Component	Acres	SF	Whole Property	±0.1600 acres	±6,970 SF	Fee Simple Acquisition	±0.0087 acres	±377 SF	Permanent Drainage Easement	±0.0091 acres	±397 SF	Remainder	±0.1513 acres	±6,593 SF	Remainder Unencumbered	±0.1422 acres	±6,196 SF
PROPERTY COMPONENT SUMMARY																								
Component	Acres	SF																						
Whole Property	±0.1600 acres	±6,970 SF																						
Fee Simple Acquisition	±0.0087 acres	±377 SF																						
Permanent Drainage Easement	±0.0091 acres	±397 SF																						
Remainder	±0.1513 acres	±6,593 SF																						
Remainder Unencumbered	±0.1422 acres	±6,196 SF																						
*For valuation purposes, the subject property has been combined with the adjacent commercial tract to the west for a total land size of ±1.584 acres (±68,999 SF) (See Scope of Work).																								



RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land and impacted site improvements-if any)	\$34,180	
Fee Simple Acquisition		\$2,863
Permanent Drainage Easement		\$1,867
Remainder Before the Acquisition	\$29,450	
Remainder After the Acquisition	\$29,450	
Damages/(Enhancements)		\$0
Cost to Cure		\$703
Total Recommended Compensation		\$5,433

# PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 46, 46E

Date Taken: 2018

1. Point from which taken: Aerial

Local: NEC of State Loop 121 and Old Ave D,  
Address: Belton, Bell County, TX  
Taken By: Google  
Looking: At subject property



AERIAL VIEW

\*Blue: Property Boundary (estimated by appraiser)

\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

\*Green: Proposed Permanent Drainage Easement Acquisition (estimated by appraiser)

# PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Parcel 46, 46E

Date Taken: 10/1/18

1. Point from which taken: SEC of State Loop 121 and Old Ave D

Local: NEC of State Loop 121 and Old Ave D,  
Address: Belton, Bell County, TX  
Taken By: Lory R. Johnson, MAI, SR/WA  
Looking: Front of subject property (monument sign not in acquisition)



2. Point from which taken: SEC of State Loop 121 and Old Ave D Looking: Proposed acquisition



PHOTOGRAPHS OF SUBJECT PROPERTY  
Include Each Major Improvement

Parcel No.: Parcel 46, 46E

Date Taken: 10/1/18

1. Point from which taken: State Loop 121

Local Address: NEC of State Loop 121 and Old Ave D,  
Belton, Bell County, TX  
Taken By: Lory R. Johnson, MAI, SR/WA  
Looking: State Loop 121 (subject to the right)



2. Point from which taken: Old Ave D

Looking: Old Ave D (subject to the left)



PHOTOGRAPHS OF SUBJECT PROPERTY  
Include Each Major Improvement

Parcel No.: Parcel 46, 46E

Date Taken: 9/20/18

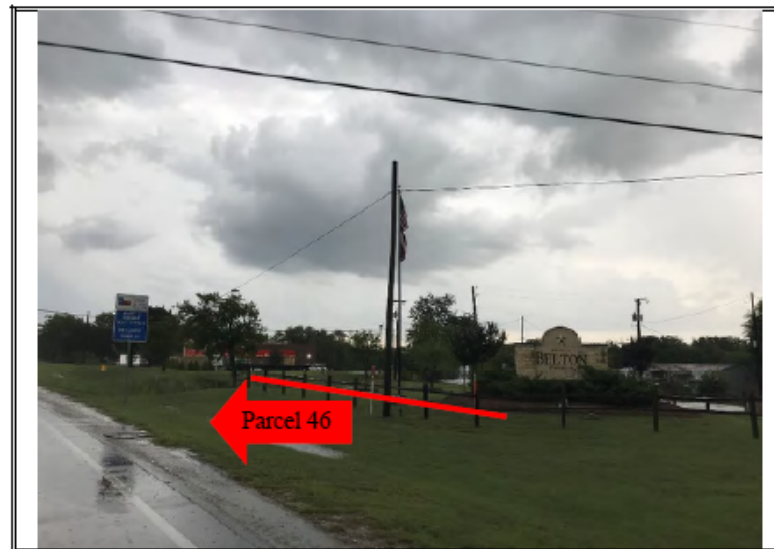
1. Point from which taken: State Loop 121

Local Address: NEC of State Loop 121 and Old Ave D,  
Belton, Bell County, TX  
Taken By: Lory R. Johnson, MAI, SR/WA  
Looking: Front of property (monument sign not in acquisition)



2. Point from which taken: State Loop 121

Looking: Proposed acquisition



EXPLANATION OF DAMAGES (if any): Please see below.

#### COMPENSATION SUMMARY



##### WHOLE PROPERTY:

The market value of the whole property is \$34,180

##### PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$4,730

##### REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is \$29,450

Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$29,450

NET DAMAGES OR <ENHANCEMENTS>, if any \$0

##### ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0

Cost to Cure \$703

**TOTAL COMPENSATION** \$5,433



##### Damages or Enhancements

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

##### Cost to Cure

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. A cost to cure is included to cure any site improvements impacted by the acquisition. In order to calculate the Cost to Cure for these improvements, a replacement cost new has been obtained from local contractors and/or Marshall Valuation Service. The as-is (depreciated) value of the existing improvement in the part to be acquired (if included) and the damages (if any) have been deducted from the replacement cost new. The following chart illustrates the individual unit figures for the Total Cost-to-Cure:

# D. Parcel #4



- Located at the north-east corner of Loop 121 and Sparta Road.





## ***IDENTIFICATIONS, DEFINITIONS & CERTIFICATIONS***

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### **EXECUTIVE SUMMARY**

Parcel #:	Parcel 4																	
Property Owner:	City of Belton																	
Property Location:	NEC of State Loop 121 and Sparta Rd, Belton, Bell County, TX																	
<table><tr><th colspan="3">PROPERTY COMPONENT SUMMARY</th></tr><tr><th>Component</th><th>Acres</th><th>SF</th></tr><tr><td>Whole Property</td><td>±0.6662 acres</td><td>±29,020 SF</td></tr><tr><td>Fee Simple Acquisition</td><td>±0.0816 acres</td><td>±3,553 SF</td></tr><tr><td>Remainder</td><td>±0.5846 acres</td><td>±25,467 SF</td></tr></table>				PROPERTY COMPONENT SUMMARY			Component	Acres	SF	Whole Property	±0.6662 acres	±29,020 SF	Fee Simple Acquisition	±0.0816 acres	±3,553 SF	Remainder	±0.5846 acres	±25,467 SF
PROPERTY COMPONENT SUMMARY																		
Component	Acres	SF																
Whole Property	±0.6662 acres	±29,020 SF																
Fee Simple Acquisition	±0.0816 acres	±3,553 SF																
Remainder	±0.5846 acres	±25,467 SF																



RECOMMENDED COMPENSATION SUMMARY			
Whole Property Value	\$43,529		
Part to Be Acquired		\$5,330	←
Remainder Before the Acquisition	\$38,199		
Remainder After the Acquisition	\$38,199		
Damages/(Enhancements)		\$0	
Cost to Cure		\$0	
Total Recommended Compensation		\$5,330	←

PHOTOGRAPHS OF SUBJECT PROPERTY  
Include Each Major Improvement

Parcel No.: Parcel 4

Date Taken: 2018

1. Point from which taken: Aerial

Local Address: NEC of State Loop 121 and Sparta Rd,  
Belton, Bell County, TX  
Taken By: Google  
Looking: At subject property



**AERIAL VIEW**

\*Blue: Property Boundary (estimated by appraiser)

\*Red: Proposed Fee Simple Acquisition (estimated by appraiser)

**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 4

Date Taken: 10/1/18

1. Point from which taken: State Loop 121

Local Address: NEC of State Loop 121 and Sparta Rd,  
 Belton, Bell County, TX  
 Taken By: Lory R. Johnson, MAI, SR/WA  
 Looking: Front of subject property



2. Point from which taken: Sparta Rd

Looking: Proposed acquisition



**PHOTOGRAPHS OF SUBJECT PROPERTY**  
**Include Each Major Improvement**

Parcel No.: Parcel 4

Date Taken: 10/1/18

1. Point from which taken: Sparta Rd

Local Address: NEC of State Loop 121 and Sparta Rd,  
 Belton, Bell County, TX  
 Taken By: Lory R. Johnson, MAI, SR/WA  
 Looking: Proposed acquisition



2. Point from which taken: State Loop 121

Looking: State Loop 121 (subject to the right)



EXPLANATION OF DAMAGES (if any): Please see below.

### COMPENSATION SUMMARY



#### WHOLE PROPERTY:

The market value of the whole property is \$43,529

#### PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$5,330

#### REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is \$38,199

Considering the uses to which the acquisition is to be subjected to, the market value of the remainder immediately after the acquisition is \$38,199

NET DAMAGES OR <ENHANCEMENTS>, if any \$0

#### ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0

Cost to Cure \$0

**TOTAL COMPENSATION \$5,330** ←

#### Damages or Enhancements

Damages or enhancements are calculated as the difference between the value of the remainder immediately before the taking less the market value of the remainder immediately after the acquisition. In regards to the subject property there are no damages or enhancements resulting from the proposed acquisition.

#### Cost to Cure

It is our understanding, if applicable, that any utilities potentially impacted by the acquisition will be handled as part of the utility relocation process. No cost to cure is necessary.



# Fiscal Impact Summary

Site A      \$20,530

Site B      \$43,600

Site C      \$ 5,433

Site D      \$ 5,330

\$74,893 Total ROW Compensation

\$12,000 Possession/Use Agreement @ \$3,000 ea.

\$86,893 TOTAL

**Recommendation:** Recommend authorizing City Manager to accept offers and take all steps to conclude ROW acquisition with TxDOT for Loop 121 widening project.



## Staff Report – City Council Agenda Item

### Agenda Item #8

Consider authorizing the City Manager to approve a one-year extension, exercising the renewal option of the Lease Agreement on Miller Springs Nature Center property, between the City of Belton, City of Temple, and U.S. Army Corps of Engineers.

### Originating Departments

Administration – Sam A. Listi, City Manager  
Parks & Recreation – Matt Bates, Director of Parks & Recreation

### Summary Information

Miller Springs Nature Center contains approximately 258 acres of scenic natural area located between the Leon River and 110-foot high bluffs, immediately east of the Lake Belton Dam. It is located within the boundaries of the City of Belton and City of Temple, and the land is owned by the US Army Corps of Engineers. (Please see attached map.)

The Nature Center was opened in November 1993 when the Miller Springs Alliance entered into a lease agreement with the Corps. The agreement between the Corps and Miller Springs Alliance ended in August 2017, and the facility was indefinitely closed. Belton and Temple citizens expressed an interest in seeking to re-open this regional facility, and this was achieved in May 2018. The first year of the five-year lease is expiring and all parties – Belton, Temple, U.S. Army Corps of Engineers – believe it is in the public interest to extend it for another year.

In Belton's first year collaborating with the City of Temple to re-open Miller Springs Nature Center, five Volunteer Days were directly coordinated by COB staff resulting in over 605 volunteer hours being spent at the facility. Staff also participated in a joint work day between Belton and Temple in April 2018 that helped ready the facility for its re-opening in May of last year. Potential projects identified for this upcoming year are permanent trail signage, repair of the old boardwalk, restoration of trails, and establishing a pollinator/butterfly area as part of the regional (Belton, Temple, Salado, and S&W) efforts with Texan by Nature.

### Fiscal Impact

Amount: Nominal – Occasional current Parks and Recreation staff resources to coordinate volunteer clean up days and Belton/Temple coordination.

Budgeted: ☒ Yes ☐ No

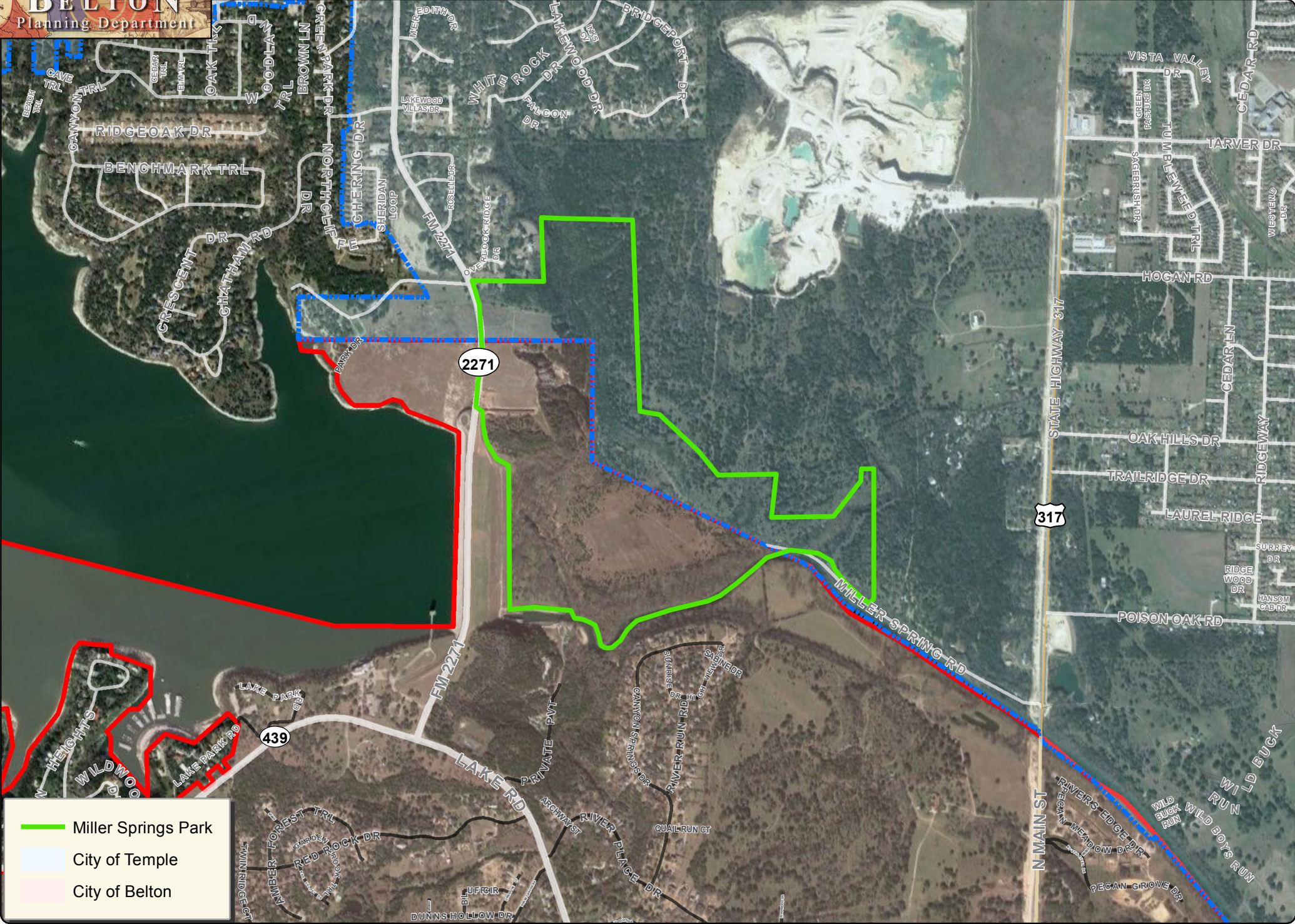
### **Recommendation**

Recommend approval of one year lease extension.

### **Attachments**

Map  
PowerPoint presentation

# Miller Springs Park



Miller Springs Park

City of Temple

City of Belton

# Millers Springs Nature Center

## *Year in Review*



A photograph of a dirt path leading through a dense forest of green trees. In the distance, a small wooden structure with a red roof stands on the path. The scene is bathed in soft, golden light, suggesting late afternoon or early morning.

*The reopening of Miller Springs can be attributed to the goodwill of three separate forms of government, the united voice of the people, and the servant hearts of an army of volunteers.*

*—Belton Mayor Marion Grayson*

*#lovemybelton*

# Staff Work Day- Prep for re-opening

## *April 11<sup>th</sup>, 2018*



*City of Belton & Temple Staff*

# 1<sup>st</sup> Public Volunteer *Day* *April 28th, 2018*



**165 Volunteers!**

# Re-Opening Ceremony

## *July 14<sup>th</sup>, 2018*

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# Volunteer Events

UMHB



Red Day- Keller Williams  
Relators



BISD- New Tech

# Year in Review



- Total of **5** Volunteer Days from April to December, 2018.
- Total of **605** Volunteer Hours spent at the facility.
- **175** people signed up to receive information on Volunteer Opportunities.
- Strong partnership with City of Temple which enables projects, concerns, and maintenance to be done quickly.
- Project areas identified in Year 2 include restoration of pathway/boardwalk, permanent trail signage, and trail stabilization.



# Recommendation

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- Recommend approval of one year lease extension.

*-Courtesy of Lake Belton Facebook Page*



# Staff Report – City Council Agenda Item

## Agenda Item #9

Receive a presentation and discuss the City's contract for residential Solid Waste Collection Services.

### Originating Department

Finance Department – Brandon Bozon, Director of Finance

### Summary Information

On September 10, 2013, the City of Belton and Waste Management entered into a Municipal Solid Waste Collection and Transportation Agreement (the "Agreement"), granting Waste Management exclusive rights to operate and maintain the service of collection and transportation of residential and commercial hand-collect garbage and trash and recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of the Agreement. The original term of the Agreement was January 1, 2014 through December 31, 2018. The Agreement contained two one-year extension options. The City exercised the first of those options in November of 2018.

Input from the Council is needed on two points: first, direction for 2019. The current Agreement with Waste Management contains a final, one-year extension option. With concurrence from Waste Management, the existing Agreement could be extended to December 31, 2020. Alternatively, the City could conduct a request for proposal (RFP) for a new, multi-year agreement to begin on January 1, 2020.

Should Council preference be to conduct an RFP process, the second point of discussion is the elements of the City's current Agreement, and what changes Council would desire to see in a new agreement. The table below summarizes some key elements of the contract.

Key Element	Garbage	Recycling
Frequency of pickup	Weekly	Bi-weekly
Dates/times of pickup	M, T, Th & F (6:00am – 6:00pm)	Wednesday (6:00am – 6:00pm)
Bulky waste	3 items or bags under 50lbs	Not allowed
Hazardous waste	At-your door collection (as-requested)	

The current Agreement provides the following benefits to the City annually:

- \$2,000 scholarship to a graduating senior
- \$2,000 recycling education grant
- \$2,000 beautification event sponsorship
- Six thirty-yard roll-offs for cleanup events (3 roll-offs per event, two event maximum)
- Service to City facilities at no cost

Under the current Agreement, Waste Management bills the City based on customer count and service type, and the City bills residents as part of their monthly utility bill. The City collects a 7% billing fee for these services as well as a 5% franchise fee.

The current fee schedule for solid waste collection rates is as follows:

<b><u>Residential</u></b>	<b><u>Current Rates</u></b>
Curbside	\$17.16 per month
Curbside Additional Container	\$6.18 per month per additional container
Door-to-Truck Service	\$28.80 per month
Door-to-Truck Service Additional Container	\$11.25 per month additional container
Residential Recycling Service Additional Container	\$5.62 per month additional container

<b><u>Commercial Hand-Cart</u></b>	<b><u>Current Rates</u></b>
Once per week service	\$28.10 per cart
Commercial Cart Collection Additional Cart	\$16.87 per additional cart
Commercial Recycling Cart	\$9.00 per month
Institutional Recycling	\$9.00 per month

Finally, the current contract includes an opportunity for a rate adjustment based on annual CPI increase, typically implemented in January.

#### **Attachments**

Agreement with Waste Management  
PowerPoint presentation

**ORDINANCE NO. 2013-25**

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

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

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

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

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

**Section 1. Agreement.**

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

**Section 2. Acceptance by Company.**

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

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

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

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Section 3. Open Meetings.**

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

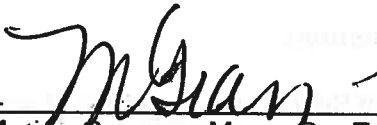
**Section 4. Endorsements and Records.**

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

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

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

CITY OF BELTON

  
\_\_\_\_\_  
Marion Grayson, Mayor Pro Tem

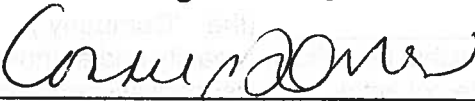
ATTEST:

  
\_\_\_\_\_  
Connie Torres, City Clerk

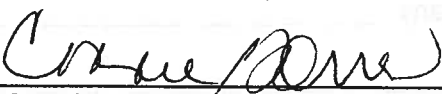
APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
John Messer, City Attorney

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

  
\_\_\_\_\_  
Connie Torres  
City Clerk

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

  
\_\_\_\_\_  
Connie Torres  
City Clerk



**WASTE MANAGEMENT**

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

September 24, 2013

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

RE: Section 2 Franchise Acceptance by Waste Management

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

**Waste Management of Texas, Inc.**

By: Ruth Muelker

Name: Ruth Muelker

Title: Assistant Secretary

## **MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT**

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

### **WITNESSETH:**

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

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

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

#### **1. DEFINITIONS:**

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

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

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

provided by the Contractor under this Agreement.

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

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

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

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

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

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

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

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

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

d) **Unacceptable Waste.**

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

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

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

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

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

**3. TERM:**

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

**4. RATES:**

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

**5. CONTRACTOR SERVICES:**

**5.01. Residential Collection**

**(a) Residential/Commercial Hand Collect Collection:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. **COLLECTION OPERATION:**

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

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

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

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

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

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

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

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

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

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

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

7. **COMMUNITY INVESTMENT PROGRAM SERVICES:**

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

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

8. **CITY FACILITIES COLLECTION:**

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

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

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

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

**9. LICENSE AND TAXES:**

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

**10. BILLING:**

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

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

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

**11. MODIFICATION TO RATES:**

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

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

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

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

## 12. **CITY'S OBLIGATIONS:**

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

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

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

**13. COMPLIANCE WITH LAWS:**

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

**14. OFFICE:**

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

**15. ENFORCEMENT:**

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

**16. TRANSFERABILITY OF AGREEMENT:**

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

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

**17. LANDFILL CAPACITY:**

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

**18. TERMINATION:**

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

**19. DISPUTE RESOLUTION:**

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

**20. FORCE MAJEURE:**

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

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

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

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

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

## 21. EVIDENCE OF INSURANCE:

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

### Minimum Limits of Insurance:

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

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

**22. INDEMNITY:**

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

**23. PERFORMANCE BOND:**

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

**24. OWNERSHIP:**

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

**25. SEVERABILITY:**

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

**26. PRIOR AGREEMENTS:**

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

**27. RECORDS AND REPORTS:**

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

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

**28. ATTORNEY'S FEES AND VENUE:**

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

**29. NOTICES:**

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

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

If to the City, at:

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

If to the Contractor at:

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

with a copy to:

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

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

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

**30. DISCRIMINATION PROHIBITED:**

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

**31. DISASTER OR STORM EVENT SERVICES:**

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

*{Signatures on the following page}*

EFFECTIVE AS OF THE 10 DAY OF September, 2013.

**CITY:**

CITY OF BELTON, TEXAS

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

**CONTRACTOR:**

WASTE MANAGEMENT OF TEXAS, INC.

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

**ATTEST:**

Cheryl Jones  
City Clerk  
City of Belton, Texas

**APPROVED:**

[Signature]  
City Attorney

**SCHEDULE "A"**

**Base Residential Solid Waste Collection and Disposal**

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

**Recycling Programs and Services**

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

**Base Commercial Small Collection Unit Collection and Disposal**

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

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

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

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

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

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

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

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

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

**Program Parameters and Rate**

***ELEMENTS INCLUDED IN THE PROGRAM***

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

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

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

### ***HOME COLLECTION PROCEDURES***

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

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

### ***ELIGIBLE WASTE***

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

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

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

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

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

### ***INELIGIBLE WASTE***

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

### ***WASTE QUANTITIES***

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

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### **Program Evaluation**

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

### ***SURVEY ELEMENT***

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

## **REPORTS**

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

### **Program Acceptable and Unacceptable Waste**

#### **Acceptable Wastes**

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

#### **Unacceptable Waste**

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

## **SCHEDULE "C"**

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

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

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

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

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

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

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

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

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

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

**ORDINANCE NO. 2016-15**

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

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

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

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

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

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

**SECTION 1:** Agreement.

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

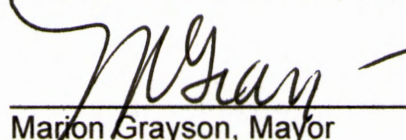
**SECTION 2:** Acceptance by Company.

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

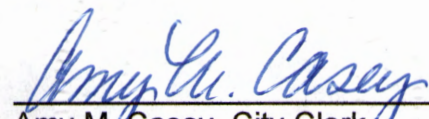
**PASSED AND APPROVED** on first reading, the 22<sup>nd</sup> day of March, 2016.

**PASSED AND APPROVED** on second and final reading, the 12<sup>th</sup> day of April, 2016.

THE CITY OF BELTON, TEXAS

  
\_\_\_\_\_  
Marion Grayson, Mayor

ATTEST:

  
\_\_\_\_\_  
Amy M. Casey, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Messer, City Attorney

## **ATTACHMENT A**

### **FIRST AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT**

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

#### **WITNESSETH:**

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

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

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

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

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

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

**CITY:**

**BELTON, TEXAS**

By: Sam A. Listi  
Sam A. Listi

Its: City Manager

**CONTRACTOR:**

**WASTE MANAGEMENT OF TEXAS, INC.**

By: Phil Lane

Its: Public Sector Director





November 19, 2018

**Sent Via Email**

Mr. Sam Listi  
City Manager  
City of Belton  
333 Water Street  
Belton, TX 786513

Re: One Year Extension of the Municipal Solid Waste Collection and Transportation Agreement Between the City of Belton Texas and Waste Management of Texas, Inc. ("Agreement")

Dear Mr. Listi,

As you know, Waste Management of Texas, Inc. ("WMTX") is the current waste and recyclables provider for the residents and small commercial customers in Belton, Texas ("City") under the terms of the above-referenced Agreement. The initial five year term of the Agreement, which took effect on January 1, 2014, is scheduled to expire on December 31, 2018. Section 3 of the Agreement allows the term to be extended for an additional year upon both parties' mutual written consent. WMTX looks forward to continuing to provide services to the City under the Agreement, and we are seeking to exercise the one-year renewal. Please sign in the space below to indicate the City's agreement to extend the term of the Agreement through December 31, 2019.

Once the City has signed the letter, please return a copy to me for my files. Please feel free to contact Paul Daugereau if you have any questions.

**CITY:**  
**CITY OF BELTON, TEXAS**

BY:   
Sam A. Listi

ITS: City Manager

**CONTRACTOR:**  
**WASTE MANAGEMENT OF TEXAS, INC.**

BY: 

ITS: Director, Public Sector

**ATTEST:**

  
Amy M. Casey, City Clerk

# Solid Waste Collection

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COUNCIL WORK SESSION

MARCH 12, 2019

# Current Agreement

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The City is currently contracted with Waste Management to deliver residential and commercial hand-cart services to the citizens of Belton and the residents of Three Creeks.

The current Agreement began January 1, 2014, and is set to expire on December 31, 2019, unless there is mutual agreement between the City and Waste Management to exercise the final, one-year extension option outlined in the Agreement.

Waste Management bills the City based on customer count and services, and the City bills customers monthly.

# Service Delivery

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## Garbage

- 96 gallon polycart provided by Waste Management
- Weekly pickup of the polycart and three bulky items or bags under 50 pounds

## Recycling

- Single-stream recycling services
- 96 gallon polycart provided by Waste Management
- Bi-weekly pickup of the polycart – no items outside the polycart

Hazardous Waste is handled through “Waste Management AtYour-Door.”

# Discussion

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## Frequency

- Current model works for most citizens.
- The option of additional containers can alleviate pressure for citizens with greater needs.

## Bulky Waste

- Largest service delivery challenge.
- 50 pound limit for garbage is difficult to measure and enforce – driver discretion.
- No bulky pickup for recycling creates challenges with large boxes.

## Recycling

- Uncertain future markets.

## Other Issues

# Discussion

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## Immediate-term

- Extend current contract or conduct a request for proposals.

## Request for Proposals

- Changes Council would like to see in a new contract.
- Should the City create an internal proposal?
- Potential Timeline
  - March/April – Input and direction
  - May – Request for Proposals development
  - June – Request for Proposals release
  - August – Proposal scoring
  - September – Contract negotiation and award
  - January – New contract begins